

INVER GROVE HEIGHTS CITY COUNCIL AGENDA

Monday, May 14, 2018
8150 BARBARA AVENUE
7:00 P.M.

1. CALL TO ORDER

2. ROLL CALL

3. PRESENTATIONS

A. Special Presentation Recognizing Relay for Life IGH-SSP-WSP

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

A. Minutes of April 23, 2018 City Council Meeting Minutes

B. Resolution Approving Disbursements for Period Ending May 9, 2018

C. Approve the Addition of 1 Regular-Status Full-time Combination Building Inspector

D. Approval of Kristi Smith's Employment Agreement Extension with the City of Inver Grove Heights

E. Consider Authorization to Advertise for the Communication Manager and Communication Specialist Positions

F. Resolution Approving Application to Minnesota Department of Employment and Economic Development for Host Community Grant Funds

G. Consider Approval of Contract with Becker Arena Products for West Rink Dasher Boards

H. Consider Pay Request No 5 – Bid Package 1 – East Rink Floor Project – City Project 2017-05

I. Consider Approval of the Dakota Communications Center Management Control Agreement

J. Consider Acceptance of a Donation from the Inver Grove Heights Fire Department Auxiliary for an Unmanned Aerial Vehicle with Basic Accessories for the Fire Department.

K. Consider Approval of Request for Proposal for Professional Services for an Owner's Representative for the Bidding and Construction for Fire Station #2

L. Receive Proposals and Accept Quote for Fire Hydrant Reconditioning

M. Consider Resolution Accepting Proposal from SEH, Inc. for Design, Bidding and Construction Services for Replacement of Public Works Maintenance Facility HVAC System

N. Consider Resolution Receiving Bids and Awarding Contract to Elevation Coating, LLC for Exterior Reconditioning of the Five-Million-Gallon Concrete Ground Storage Reservoir

O. Approve Comment Letter to Dakota County for its 2019-2023 Capital Improvement Program (CIP)

P. Consider Resolution Awarding Contract for City Project No. 2017-09E – 93rd Street/Abigail Court Street Reconstruction

Q. Consider Resolution Accepting Construction Engineering and Survey Services from Short Elliott Hendrickson, Inc. (SEH) and Geotechnical Services Proposal from American Engineering and Testing, Inc. (AET) for City Project No. 2017-09E – 93rd Street/Abigail Court Street Reconstruction

- R. Consider Approving Resolution and Certificate Pursuant to Minnesota Statutes § 429.061, Subd. 2, Memorializing Deferment of Special Assessment by the City of Inver Grove Heights for Property Owned by Dale B. Stoerzinger and Lynn B. Stoerzinger for City Project No. 2017-09E – 93rd Street/Abigail Court Area Reconstruction
- S. Consider Resolution Approving Permanent and/or Temporary Easement Agreements and Assessment Agreements for City Project No. 2017-09E – 93rd Street/Abigail Court Street Reconstruction
- T. Consider Resolution of Agreement for Award of Contract for City Project No. 2018-05 – Intersection improvements at T.H. 3 and Diffley Court (S.A.P. 019-630-020)
- U. Consider Resolution Approving MnDOT Cooperative Agreement No. 1029710 for City Project No. 2017-03 – Watermain Improvements 65th Street Loop and City Project No. 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project (S.A.P. 178-010-011)
- V. Resolution Receiving Feasibility Study, Scheduling Public Hearing, Authorizing Preparation of Final Plans and Specifications, and Approving the Geotechnical Proposal from American Engineering Testing, Inc. (AET) for City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and Conduit for City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements
- W. Approval of a Limited Use Permit with the State of Minnesota Department of Transportation for the Placement and Utilization of a Public/Private Parking Area, Striped Parking Spaces, and Curb and Gutter in the Right-of-Way of Trunk Highway 3 at 65th Street
- X. Approval of a Negotiated Settlement Agreement between Thomas L. Peltier and the City of Inver Grove Heights related to the Acquisition of Easements for the Trunk Highway 3 Intersection Improvements for the 65th Street Project – City Project No. 2014-24 and for the Installation of Trunk Watermain in the NWA Area of the City on 65th Street between Trunk Highway 3 and Blackstone Ridge – City Project No. 2017-03
- Y. Approval of a negotiated settlement agreement between Source Land Capital, LLC, and Marilyn L. Murphy and the City of Inver Grove Heights related to the Acquisition of Easements for the Trunk Highway 3 Intersection Improvements for the 65th Street Project – City Project No. 2014-24 and for the Installation of Trunk Watermain in the NWA Area of the City on 65th Street between Trunk Highway 3 and Blackstone Ridge – City Project No. 2017-03
- Z. Approve Custom Grading Agreement for 9446 Aladin Trail
- AA. Approve Permanent Drainage Easement Agreement for 9165 Courthouse Boulevard
- BB. **FRATTALONE’S DAWNWAY**; Table action to the July 23 City Council meeting for a Resolution relating to an Amendment to the Non-Conforming Use Certificate allowing the Landfill to Operate for an Additional 15 years and Approving a Host Community Agreement among Frattalone’s Dawnway, Inver Grove Heights and South St. Paul
- CC. 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 HEARING:**

A. Consider approval of Therapeutic Massage Business License, La Mei, LLC and individual Therapeutic Massage License for Mei Mei Mak

7. REGULAR AGENDA:

I. COMMUNITY DEVELOPMENT:

A. Consider Application for Chicken License at 2869 75th Street E

B. **BEN & SARA WELNA;** Consider a Resolution relating to a Variance from lot size and platting requirements in the Northwest Area. Property located at 8580 Alverno Avenue

C. **GRIES ARCHITECTURAL GROUP (Toyota);** Consider a Resolution relating to a Conditional Use Permit Amendment to add an addition to the existing auto sales building located at 4600 Akron Avenue

D. **AMERICINN;** Consider a Resolution relating to an Interim Use Permit to allow for a park-and-ride facility to be operated on the AMC movie theater property at 5567 Bishop Avenue

II. PARKS AND RECREATION:

E. Consider Future of River Heights Park

III. FINANCE DEPARTMENT

F. Accept and Approve the Comprehensive Annual Finance Report for the Year Ended December 31, 2017, Management Letter and Other Required Report

IV. ADMINISTRATION

G. Approve the Implementation of the Classification and Compensation Plan and Salary Structure and Authorize Staff to Negotiate with Collective Bargaining Units on Wages

8. MAYOR & COUNCIL COMMENTS:

9. EXECUTIVE SESSION:

Executive Session Pursuant to Minn. Stat. SS 13D.05, Subd. 3(c)2 & 3:

A. Discuss NW Area Park Property Acquisition Strategy

10. ADJOURN:

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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Special Presentation Recognizing Relay for Life IGH-SSP-WSP

Meeting Date: May 14, 2018
Item Type: Special Presentation
Prepared by: Carrie Isaacson, Admin Services
Coordinator
Contact:
Reviewed by: Joe Lynch, City Administrator

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Shelly Forester, Event Team Lead of Relay for Life IGH-SSP-WSP has asked to speak briefly before Council about the up-coming Relay for Life event that is part of the American Cancer Society.

SUMMARY:

Relay for Life IGH-SSP-WSP is an annual event that helps communities celebrate people who have battled cancer, remember loved ones and fight back against the disease. This year's relay will be held on Saturday, August 11th, 2018 at SSP Fleming Field Airport from 3:00 p.m. – midnight.

They have also dedicated the month of May as their "Purple Mustache" campaign. The campaign is to encourage people to take a selfie wearing a purple mustache and set it as their profile picture in Facebook to create a buzz about this event in local communities.



LEARN ABOUT RELAY

GET INVOLVED

FUNDRAISING

CONNECT



RELAY FOR LIFE OF

IGH SSP WSP

**SATURDAY,
AUGUST 11,
2018**

3 p.m.-midnight
MORE DETAILS

**FLEMING
FIELD
AIRPORT**

1725 Henry Ave
South Saint Paul, MN

MAP IT

**FOLLOW
EVENT**

JESSICA HOFFMAN

jessica.hoffman@cancer.org

(305) 345-7250

FIND ANOTHER RELAY

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, April 23, 2018- 8150 BARBARA AVENUE**

1. The City Council met in an executive session on Monday, April 23, 2018, at City Hall. The meeting was called to order at 6:00 p.m.

EXECUTIVE SESSION

**A. Executive Session Pursuant to Minn. Stat. § 13D.05, Subd. 3(c)2 & 3:
Discuss Doffing Ave. Property Acquisition Related to Heritage Village Park for Property Located at:**

- i. LSS Properties LLC - 6455 Doffing Ave - 20-36500-32-110
- ii. Hay – No address - 20-36500-31-050
- iii. Walser Real Estate III LLC – 4343 65th St E – 20-36500-32-070
- iv. Kramer – 4301 64th St 20-36550-31-070

2. CALL TO ORDER 3. ROLL CALL:

The City Council of Inver Grove Heights met in regular session on Monday, April 23, 2018, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m.

Present were Councilmembers Piekarski Krech, Bartholomew, Hark, and Perry; City Administrator Lynch, City Attorney Kuntz, Community Development Director Link, Public Works Director Thureen, Police Chief Schnell, and Community Development Support Specialist Fox.

Absent: City Clerk Tesser and Recording Clerk Yourczek.

4. PRESENTATIONS:

5. CONSENT AGENDA:

A. i. Minutes of April 2, 2018 Work Session Meeting Minutes.

ii. Minutes of April 9, 2018 City Council Meeting Minutes.

B. Resolution 18-71 Approving Disbursements for Period Ending April 17, 2018.

C. Consider Pay Request No 5 (Final) – Bid Package 2 – East Rink Floor Project – City Project 2017-05.

D. Consider Approval of Purchase Agreement for Real Property Located at 4301 64th St E PID 20-36500-31-070. **Resolution 18-72**

E. Resolution Ratifying Acceptance of a Proposal from Wendel for Environmental Services to Perform a Wetland Delineation Relating to the Fire Station No. 2 Project Approval. **Resolution 18-73**

F. Consider Pay Voucher No. 7 for the 2017 Capital Improvement Program, City Project No. 2017-02 – NWA Watermain Improvements, 65th Street Loop.

G. Approve Drainage and Utility Easement Agreement for 7535 Cloman Way.

H. Consider **Resolution 18-74** Approving of an Agency Adjustment Agreement (No. 1030893) with MnDOT for City Utilities in the Right-of-Way of I-494 for MnDOT Project S.P. 1985-149 (TH 149 from Hardman Avenue to Blaine Avenue).

I. Consider **Resolution 18-75** Approving Agreements with Inver Hills Community College (IHCC) for City Project No. 2015-09D – Broderick Boulevard Reconstruction.

J. Authorization for the Use of Eminent Domain Process to Acquire Property for the Construction of Heritage Village Park. **Resolution 18-76**

K. Personnel Actions.

L. Resolution 18-77 Accepting Quotes and Awarding Contracts for City Project No. 2018-04 Arbor Pointe PUD Shared Street Light System Improvements for Street Light Removal (Phase 1).

City Administrator Lynch stated that the Agenda has been revised due to a change to Item 5L. It was on the previous Agenda as Item 5J. He stated that Item 5J on the previous Agenda was for the Awarding of Contracts for City Project 2018 Arbor Pointe PUD Shared Light System Phase 1. The earlier Resolution indicated Phase 1 and Phase 3. He stated that an updated hard copy of the Resolution has been given to the council this evening.

Motion by Bartholomew second by Hark to approve the Consent Agenda for all items including 5L. He requested they pull Agenda Item 5Aii due to his absence from that meeting.

Ayes: 5

Nays: 0 Motion carried.

Motion by Hark second by Perry to approve Agenda Item 5Aii.

Ayes: 4

Nays: 0

Abstain: 1 (Bartholomew) Motion carried.

6. PUBLIC COMMENT: There were no public comments at this time.

7. PUBLIC HEARING:

A. Assessment Hearing for 2018 Pavement Management Program, City Project No. 2017-09E – 93rd Street/Abigail Court Area Reconstruction. Resolution 18-78

Assistant City Engineer Steve Dodge stated that this item is regarding the area located at 93rd Street and Abigail Court for the street reconstruction project, storm sewer improvements, and a new infiltration basin. The estimated cost of the project will be \$1,107,200. He stated that the assessments will be \$19,500 per single family parcel. The timeline includes awarding the contract on May 14, with construction to begin on July 5th or earlier if the contractor chooses.

He stated that there have been no written objections.

Motion by Piekarski Krech second by Perry to close the Public Hearing at 7:08PM.

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech second by Perry to approve the Assessment Hearing for 2018 Pavement Management Program, City Project No. 2017-09E – 93rd Street/Abigail Court Area Reconstruction. Resolution 18-78

Ayes: 5

Nays: 0 Motion carried.

8. REGULAR AGENDA:

I. COMMUNITY DEVELOPMENT:

A. CITY OF INVER GROVE HEIGHTS; Consider the following actions for proposed Fire Station No. 2 located at 9250 Courthouse Boulevard:

- a) A Resolution 18-79 relating to a Comprehensive Plan Amendment to Change the Land Use Designation of Parcel A from RC, Regional Commercial to Public/Institutional and to modify the MUSA boundary.**
- b) An Ordinance 1352 to Rezone Parcel A from B-3, General Business to P, Institutional.**
- c) A Resolution 18-80 relating to a Major Site Plan Approval for a 36,000 square foot fire station.**
- d) A Resolution 18-81 relating to a Variance from building and parking lot setbacks.**

Community Development Director Tom Link stated that the property is located at Highway 52/55 and Concord. The request has four different parts and requires a 4/5 vote. He stated that the City recently acquired one of the properties with the intent to construct a Fire Station and that the property is zoned Commercial. He stated that in order to allow for a Fire Station the zoning changes need to be made. Once the zoning has been changed, the Fire Station will become a permitted use.

He stated that the project meets performance standards except for two setbacks. One is the setback of the Fire Station and the other is the setback for the parking lot.

He stated that Staff finds the variances justified, the Planning Staff recommends approval, and that the Planning Commission unanimously recommends approval.

Motion by Piekarski Krech second by Perry to approve the following actions for proposed Fire Station No. 2 located at 9250 Courthouse Boulevard:

- a) A Resolution 18-79 relating to a Comprehensive Plan Amendment to Change the Land Use Designation of Parcel A from RC, Regional Commercial to Public/Institutional and to modify the MUSA boundary.**
- b) An Ordinance 1352 to Rezone Parcel A from B-3, General Business to P, Institutional.**
- c) A Resolution 18-80 relating to a Major Site Plan Approval for a 36,000 square foot fire station.**
- d) A Resolution 18-81 relating to a Variance from building and parking lot setbacks.**

Ayes: 5

Nays: 0 Motion carried.

II. ADMINISTRATION:

B. CITY OF INVER GROVE HEIGHTS; Consider Authorization to begin the Hiring Process for the Communications Manager and Communications Specialist positions.

City Administrator Joe Lynch stated that due to some confusion in some figures during the April 6th meeting, there is a memorandum included in your packets dated April 17th to help clarify. He stated that the two positions they are hiring for are the Communications Manager and a Communications Specialist. The Communications Manager would be a supervisory position at a proposed salary of \$81,619 to \$103,688. The Communications Specialist is the replacement for the position of Marketing Coordinator, that position used to be combined with the Guest Services Supervisor position but was separated. The Coordinator position is a part-time position of 30 hours a week with a salary range of \$43,150 to \$54,413. He stated that they are looking for approval to advertise for both positions, then interview, and make recommendations on hiring for both positions.

Councilmember Hark asked what the advertising plan was for the Manager position.

Administrator Lynch responded that the process includes advertising in the local paper, advertising in one, or in both the St. Paul Pioneer Press and the Star Tribune, the League of MN Cities, advertising in professional publications, trade magazines and educational institutions. They are seeking applicants with experience or a degree in Communications, Marketing, Journalism, English, or a related field.

Councilmember Perry stated that due to the fact that they have their department head meeting next week, she would like to table this item until after that meeting.

Administrator Lynch stated that the meeting next week will include planning for up to five years, and that those plans would include staffing, equipment, contracts for services, programs, etc.

Motion by Perry second by Piekarski Krech to table to Consider Authorization to begin the Hiring Process for the Communications Manager and Communications Specialist positions until after the department head meeting.

Ayes: 5

Nays: 0 Motion carried.

9. MAYOR & COUNCIL COMMENTS:

Mayor Tourville stated that they have a Town Hall Meeting on Wednesday, April 25th at 6:00 p.m. in the City Council Chambers.

City Administrator Lynch stated that there will be a presentation covering items for residents and business owners and operators.

Councilmember Hark commented that he had received an email from a resident that stated that they had an interaction with the Police Department and were impressed with the way the Department handled the interaction. He stated that the person tied it to the CIT Training that the City had the Officers go through. Councilmember Hark stated that they served the City well by approving the CIT Training and that it is being used to assist the Officers in a good way.

Councilmember Piekarski Krech stated that she attended the meeting in Eagan regarding the Vikings Training Facility traffic issues. She stated that there are a couple of intersections located in Inver Grove Heights that will have Police Officers stationed at, once they reach a certain number. She stated that everyone going into the facility will be ticketed so they can control the numbers coming in and out.

Mayor Tourville stated that the May Day 5K for the Best Foundation is being held on Saturday May 5th at 9:00 a.m. at the Training Center. Visit the School's website or the Best Foundation website to sign-up.

10. EXECUTIVE SESSION:

A. Consider Strategy for Labor Negotiations Pursuant to MN 13D.03.

City Attorney Tim Kuntz stated that Statute 13D.03 provides that the Council can hold a closed-door Executive Session to consider strategies for labor negotiations including negotiation strategies, developments or discussion and review of labor negotiation proposals conducted pursuant to the Collective Bargaining Act. The Council is being asked to utilize that Statute and to move to an Executive closed door-session for the purpose to consider strategies for labor negotiations as outlined by the Statute. He stated that the closed-door session will begin immediately after the Council makes a motion to move to that session. The location will occur in the Mayor's conference room right off City Council Chambers. Those in attendance will be Mayor Tourville, Councilmembers Piekarski Krech, Bartholomew, Perry, and Hark, City Administrator Joe Lynch, City Human Resources Coordinator Janet Shefchik, and City Attorney Tim Kuntz. After the meeting the Council will adjourn and will not return to public session.

Motion by Piekarski Krech second by Perry to move into Executive Session.

Ayes: 5

Nays: 0 Motion carried.

11. ADJOURN: The meeting was adjourned at 7:26 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: May 14, 2018
 Item Type: Consent
 Contact: Kristi Smith 651-450-2521
 Prepared by: Bill Schroepfer, Accountant
 Reviewed by: N/A

Fiscal/FTE Impact:

- | | |
|-------------------------------------|------------------------------------|
| ☐ | None |
| ☒ | Amount included in current budget |
| ☐ | Budget amendment requested |
| ☐ | FTE included in current complement |
| ☐ | New FTE requested – N/A |
| ☐ | Other |

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of April 18, 2018 to May 9, 2018.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending May 9, 2018. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$472,405.53
Debt Service & Capital Projects	686,057.28
Enterprise & Internal Service	768,588.27
Escrows	18,857.18
Grand Total for All Funds	<u><u>\$1,945,908.26</u></u>

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

Attached to this summary for your action is a resolution approving the disbursements for the period April 18, 2018 to May 9, 2018 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING May 9, 2018**

WHEREAS, a list of disbursements for the period ending May 9, 2018 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	\$472,405.53
Debt Service & Capital Projects	686,057.28
Enterprise & Internal Service	768,588.27
Escrows	18,857.18
 Grand Total for All Funds	 <u><u>\$1,945,908.26</u></u>

Adopted by the City Council of Inver Grove Heights this 14th day of May, 2018.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 04/18/2018 - 05/09/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
3M	TP22654	05/01/2018	4/6/18	101.43.5200.443.60016	470.01
AFSCME COUNCIL 5	INV0073662	04/27/2018	UNION DUES (AFSCME FAIR	101.203.2031000	118.30
AFSCME COUNCIL 5	INV0073663	04/27/2018	UNION DUES (AFSCME FULL	101.203.2031000	956.67
AFSCME COUNCIL 5	INV0073664	04/27/2018	UNION DUES (AFSCME FULL	101.203.2031000	73.60
AMERICAN PLANNING ASSN-MN CHAP	JP180502	05/08/2018	651 455 9072 782	101.45.3000.419.30700	25.00
BAC CONSTRUCTION SERVICES	BD2017-4037	05/01/2018	214957	101.45.0000.3221000	80.00
BARNA, GUZY, & STEFFEN LTD	186402	05/01/2018	50003-005	101.41.1100.413.30430	182.00
BJORKLUND COMPENSATION CONSULTING, LL	0003889	04/24/2018	4/17/18	101.41.1100.413.30500	290.00
BJORKLUND COMPENSATION CONSULTING, LL	00003892	05/01/2018	4/21/18	101.41.1100.413.30500	210.00
BLACKTOP PROS, LLC	223	05/08/2018	4/27/18	101.43.5200.443.40046	14,220.00
CALVERT, MICHELLE	4/25/18	05/08/2018	REIMBURSE - MILEAGE	101.41.1100.413.50065	11.71
CAT-PERSONAL SAFETY TRAINING	1328	05/08/2018	4/17/18	101.43.5200.443.50080	134.00
CAT-PERSONAL SAFETY TRAINING	1328	05/08/2018	4/17/18	101.44.6000.451.50080	268.00
CITY OF MINNEAPOLIS RECEIVABLES	400451001943	05/01/2018	MARCH 2018	101.42.4000.421.30700	1,244.70
COMCAST	4/5/18 8772 10 591 0359526	04/24/2018	8772 10 591 0359526	101.42.4200.423.30700	10.49
COMPASS MINERALS AMERICA INC.	253386	05/08/2018	533306	101.43.5200.443.60016	14,974.77
CONTROLLED AIR	MH2017-4185	05/01/2018	RECEIPT #216217	101.45.0000.3224000	64.00
DAKOTA CTY FINANCIAL SVCS	4/1/18	05/01/2018	RADIOS 2018	101.42.4000.421.60040	2,651.40
DAKOTA CTY FINANCIAL SVCS	00029946	04/24/2018	P0001753	101.42.4000.421.70501	1,469.79
DAKOTA CTY FINANCIAL SVCS	00029946	04/24/2018	P0001753	101.42.4200.423.30700	1,656.43
DAKOTA CTY FINANCIAL SVCS	00029946	04/24/2018	P0001753	101.43.5200.443.30700	46.66
DAKOTA CTY FINANCIAL SVCS	00029993	04/24/2018	P0001753	101.43.5400.445.40020	631.87
DAKOTA CTY PROP TAXATION & RECORDS	P545753/545775	05/01/2018	3/21/18	101.45.0000.3413000	336.00
DAKOTA ELECTRIC ASSN	246837-9 4/18	04/20/2018	Electric	101.44.6000.451.40020	441.82
DAKOTA ELECTRIC ASSN	250165-8 4/18	04/20/2018	Electric	101.44.6000.451.40020	82.04
DAKOTA ELECTRIC ASSN	393563-2 4/18	04/20/2018	Electric	101.44.6000.451.40020	163.90
DAKOTA ELECTRIC ASSN	426713-4 4/18	04/20/2018	Electric	101.43.5400.445.40020	51.34
DAKOTA ELECTRIC ASSN	443054-2 4/18	04/20/2018	Electric	101.44.6000.451.40020	17.91
DAKOTA ELECTRIC ASSN	109394-7 4/18	04/20/2018	Electric	101.43.5400.445.40020	1,193.22
EARL F ANDERSEN INC	0117032-IN	05/01/2018	0004094	101.43.5200.443.60016	625.00
EARL F ANDERSEN INC	0117108-IN	05/08/2018	0004094	101.43.5200.443.60016	590.50
EFTPS	INV0073683	04/27/2018	FEDERAL WITHHOLDING	101.203.2030200	46,973.54
EFTPS	INV0073685	04/27/2018	MEDICARE WITHHOLDING	101.203.2030500	14,499.62
EFTPS	INV0073686	04/27/2018	SOCIAL SECURITY WITHHOL	101.203.2030400	44,128.58
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0073668	04/27/2018	HSA ELECTION-FAMILY	101.203.2032500	2,826.01
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0073669	04/27/2018	HSA ELECTION-SINGLE	101.203.2032500	4,382.45
GENESIS EMPLOYEE BENEFITS, INC	IN1245501	05/01/2018	Payroll	101.41.1100.413.30550	35.55
GENESIS EMPLOYEE BENEFITS, INC	IN1245501	05/01/2018	Payroll	101.41.2000.415.30550	82.40
GENESIS EMPLOYEE BENEFITS, INC	IN1245501	05/01/2018	Payroll	101.42.4000.421.30550	272.35
GENESIS EMPLOYEE BENEFITS, INC	IN1245501	05/01/2018	Payroll	101.42.4200.423.30550	21.50
GENESIS EMPLOYEE BENEFITS, INC	IN1245501	05/01/2018	Payroll	101.43.5000.441.30550	12.75
GENESIS EMPLOYEE BENEFITS, INC	IN1245501	05/01/2018	Payroll	101.43.5100.442.30550	45.80
GENESIS EMPLOYEE BENEFITS, INC	IN1245501	05/01/2018	Payroll	101.43.5200.443.30550	39.00
GENESIS EMPLOYEE BENEFITS, INC	IN1245501	05/01/2018	Payroll	101.44.6000.451.30550	44.76
GENESIS EMPLOYEE BENEFITS, INC	IN1245501	05/01/2018	Payroll	101.45.3000.419.30550	19.19
GENESIS EMPLOYEE BENEFITS, INC	IN1245501	05/01/2018	Payroll	101.45.3200.419.30550	16.45
GENESIS EMPLOYEE BENEFITS, INC	IN1245501	05/01/2018	Payroll	101.45.3300.419.30550	30.50
GENESIS EMPLOYEE BENEFITS, INC	IN1251483	05/01/2018	3/1/18-3/31/18	101.42.4000.421.30550	40.00
GENESIS EMPLOYEE BENEFITS, INC	4/30/18	04/30/2018	FLEX COMP SPEND DED PAY	101.203.2031500	2,690.91
GERTENS	1292/12	05/08/2018	103566	101.43.5200.443.60016	599.75
GERTENS	1293/12	05/08/2018	103566	101.44.6000.451.60016	459.45
GO PERMITS LLC	BD2017-4199	05/01/2018	RECEIPT #216393	101.45.0000.3221000	59.00
HENRICKSEN PSG	643558	05/01/2018	4/20/18	101.42.4200.423.80500	864.78
IAAI	123276	05/08/2018	12235	101.42.4200.423.50070	100.00
IAFC MEMBERSHIP	2018 MEMBERSHIP 110569	05/08/2018	MEMBER NUMBER 110569	101.42.4200.423.50070	234.00
ICMA RETIREMENT TRUST - 457	INV0073670	04/27/2018	ICMA-AGE <49 %	101.203.2031400	6,403.17
ICMA RETIREMENT TRUST - 457	INV0073671	04/27/2018	ICMA-AGE <49	101.203.2031400	4,226.54
ICMA RETIREMENT TRUST - 457	INV0073672	04/27/2018	ICMA-AGE 50+ %	101.203.2031400	1,483.29
ICMA RETIREMENT TRUST - 457	INV0073673	04/27/2018	ICMA-AGE 50+	101.203.2031400	6,029.36
ICMA RETIREMENT TRUST - 457	INV0073674	04/27/2018	ICMA (EMPLOYER SHARE AD	101.203.2031400	81.29
ICMA RETIREMENT TRUST - 457	INV0073681	04/27/2018	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	1,943.07
ICMA RETIREMENT TRUST - 457	INV0073682	04/27/2018	ROTH IRA (AGE 50 & OVER)	101.203.2032400	400.00
IMAGE TREND INC	111072	04/24/2018	0295	101.42.4200.423.30700	3,110.00
INNOVATIVE OFFICE SOLUTIONS	SUM-039518	05/08/2018	S28777	101.43.5100.442.60040	21.70
INNOVATIVE OFFICE SOLUTIONS	SUM-039518	05/08/2018	S28777	101.45.3000.419.60010	8.64
INNOVATIVE OFFICE SOLUTIONS	SUM-039518	05/08/2018	S28777	101.45.3300.419.60010	305.00
INNOVATIVE OFFICE SOLUTIONS	SUM-039518	05/08/2018	S28777	101.45.3300.419.60040	113.11
INSIGHT EDGE	1536	05/08/2018	4/23/18	101.41.1100.413.50080	1,125.00
INVER GROVE HEIGHTS ANIMAL HOSPITAL	4/24/18	05/01/2018	2018 ANIMAL LICENSE/RABIE	101.00.0000.3650000	285.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ISAAC, MATTHEW	5/8/18	05/08/2018	REIMBURSE- MAILBOX	101.43.5200.443.60016	75.00
KEEPRS, INC	374188-01	04/24/2018	INVERG0009	101.42.4000.421.60045	260.97
KEEPRS, INC	376580	04/24/2018	INVGROHTFD	101.42.4200.423.60045	383.91
KEEPRS, INC	376580-01	04/24/2018	INVGROHTFD	101.42.4200.423.60045	44.99
KEEPRS, INC	377403	05/01/2018	INVERG0009	101.42.4000.421.60045	28.77
KENISON, TERRI	APRIL 2018	05/08/2018	APRIL 2018	101.42.4200.423.30700	850.00
LIFE SAFETY SYSTEMS, INC.	73744	04/24/2018	73744	101.42.4200.423.30700	325.00
LILLIE SUBURBAN NEWSPAPERS	4/30/18 001363	05/08/2018	Advertising/Publishing	101.41.1100.413.50025	14.38
LILLIE SUBURBAN NEWSPAPERS	4/30/18 001363	05/08/2018	Advertising/Publishing	101.41.1200.414.50025	14.38
LILLIE SUBURBAN NEWSPAPERS	4/30/18 001363	05/08/2018	Advertising/Publishing	101.41.1200.414.50025	34.50
LILLIE SUBURBAN NEWSPAPERS	4/30/18 001363	05/08/2018	Advertising/Publishing	101.45.3200.419.50025	20.13
LILLIE SUBURBAN NEWSPAPERS	4/30/18 001363	05/08/2018	Advertising/Publishing	101.45.3200.419.50025	63.25
LOCAL GOVERNMENT INFORMATION SYSTEM (I	45152	04/24/2018	106325	101.42.4000.421.70501	2,087.00
M & J SERVICES, LLC	1791	05/08/2018	4/13/18	101.43.5200.443.60016	1,750.00
M & J SERVICES, LLC	1792	05/08/2018	4/13/18	101.43.5200.443.40046	1,900.00
M & J SERVICES, LLC	1793	05/08/2018	4/13/18	101.43.5200.443.40046	1,865.00
M & J SERVICES, LLC	1794	05/08/2018	4/13/18	101.43.5200.443.60016	1,850.00
MADISON NATIONAL LIFE INSURANCE COMPAN	1294275	04/24/2018	MAY 2018 GROUP#012439	101.203.2031700	2,619.45
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0073665	04/27/2018	STEVE HER FEIN/TAXPAYER	101.203.2032100	439.04
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0073666	04/27/2018	JOEL JACKSON FEIN/TAXPA	101.203.2032100	432.57
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0073667	04/27/2018	JOHN VERDEJA FEIN/TAXPA	101.203.2032100	190.49
MN CHIEFS OF POLICE ASSOCIATION	8312	04/24/2018	3/23/18	101.42.4000.421.50080	650.00
MN CHIEFS OF POLICE ASSOCIATION	8313	04/24/2018	3/23/18	101.42.4000.421.50080	650.00
MN CHIEFS OF POLICE ASSOCIATION	8314	04/24/2018	3/23/18	101.42.4000.421.50080	650.00
MN DEPT OF LABOR & INDUSTRY	JAN 2018	04/13/2018	JAN 2018	101.207.2070100	3,320.94
MN DEPT OF LABOR & INDUSTRY	JAN 2018	04/13/2018	JAN 2018	101.41.0000.3414000	(66.42)
MN DEPT OF REVENUE	Mar-18	04/20/2018	Taxes	101.207.2070300	0.49
MN DEPT OF REVENUE	Mar-18	04/20/2018	Taxes	101.207.2070300	380.24
MN DEPT OF REVENUE	INV0073684	04/27/2018	STATE WITHHOLDING	101.203.2030300	22,319.30
MN GLOVE & SAFETY, INC.	308713	05/08/2018	CTINVE	101.43.5200.443.60045	105.69
MN LIFE INSURANCE CO	MAY 2018	05/08/2018	POLICY #0027324	101.203.2030900	3,670.31
MN NCPERS LIFE INSURANCE	MAY 2018	05/08/2018	MAY 2018	101.203.2031600	320.00
NRG ENERGY INC	000856897345	04/24/2018	008000127767	101.43.5400.445.40020	896.92
NRG ENERGY INC	000856897345	04/24/2018	008000127767	101.44.6000.451.40020	17.64
NRG ENERGY INC	000856897350	04/24/2018	008000127768	101.43.5400.445.40020	691.76
NRG ENERGY INC	000856897350	04/24/2018	008000127768	101.44.6000.451.40020	86.38
NRG ENERGY INC	000856897351	04/24/2018	008000130189	101.44.6000.451.40020	585.75
NRG ENERGY INC	000856922931	05/08/2018	008000127767	101.43.5400.445.40020	1,211.43
NRG ENERGY INC	000856922931	05/08/2018	008000127767	101.44.6000.451.40020	25.75
NRG ENERGY INC	000856922934	05/08/2018	008000127768	101.43.5400.445.40020	1,009.78
NRG ENERGY INC	000856922934	05/08/2018	008000127768	101.44.6000.451.40020	258.00
NRG ENERGY INC	000856922935	05/08/2018	008000130189	101.42.4200.423.40020	1,167.16
NRG ENERGY INC	000856922935	05/08/2018	008000130189	101.44.6000.451.40020	143.74
PERA	INV0073675	04/27/2018	PERA COORDINATED PLAN	101.203.2030600	39,378.38
PERA	INV0073676	04/27/2018	EMPLOYER SHARE (EXTRA F	101.203.2030600	3,029.13
PERA	INV0073677	04/27/2018	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0073678	04/27/2018	EMPLOYER SHARE (PERA DE	101.203.2030600	69.23
PERA	INV0073679	04/27/2018	PERA POLICE & FIRE PLAN	101.203.2030600	15,019.23
PERA	INV0073680	04/27/2018	EMPLOYER SHARE (POLICE	101.203.2030600	22,528.90
PETTY CASH	5/3/18	05/08/2018	PETTY CASH REQUEST	101.45.3300.419.50080	40.70
PETTY CASH-WF PURCHASE CARD FEES	BRIAN BRANDT WF OOP 3/18	04/17/2018	Wells Fargo Out of Pocket Rein	101.42.4200.423.30700	150.00
PETTY CASH-WF PURCHASE CARD FEES	BRIAN BRANDT WF OOP 3/18	04/17/2018	Wells Fargo Out of Pocket Rein	101.42.4200.423.50065	87.20
PETTY CASH-WF PURCHASE CARD FEES	BRIAN BRANDT WF OOP 3/18	04/17/2018	Wells Fargo Out of Pocket Rein	101.42.4200.423.50065	19.08
PETTY CASH-WF PURCHASE CARD FEES	BRIAN BRANDT WF OOP 3/18	04/17/2018	Wells Fargo Out of Pocket Rein	101.42.4200.423.50065	87.20
PETTY CASH-WF PURCHASE CARD FEES	BRIAN BRANDT WF OOP 3/18	04/17/2018	Wells Fargo Out of Pocket Rein	101.42.4200.423.50075	31.80
PETTY CASH-WF PURCHASE CARD FEES	BRIAN BRANDT WF OOP 3/18	04/17/2018	Wells Fargo Out of Pocket Rein	101.42.4200.423.50075	26.68
PETTY CASH-WF PURCHASE CARD FEES	BRIAN BRANDT WF OOP 3/18	04/17/2018	Wells Fargo Out of Pocket Rein	101.42.4200.423.50075	13.97
PETTY CASH-WF PURCHASE CARD FEES	KRISTI SMITH WF OOP 3/18	04/17/2018	Wells Fargo Out of Pocket Rein	101.41.2000.415.50070	300.00
PETTY CASH-WF PURCHASE CARD FEES	MICHAEL WRIGHT WF OOP 3/18	04/17/2018	Wells Fargo Out of Pocket Rein	101.43.5100.442.60065	12.96
PETTY CASH-WF PURCHASE CARD FEES	MICHELLE TESSER WF OOP 3/18	04/17/2018	Wells Fargo Out of Pocket Rein	101.41.1100.413.50065	43.60
PETTY CASH-WF PURCHASE CARD FEES	SCOTT OSWALD WF OOP 3/18	04/17/2018	Wells Fargo Out of Pocket Rein	101.42.4200.423.30700	150.00
PETTY CASH-WF PURCHASE CARD FEES	SHANE RAMBAUM WF OOP 3/18	04/17/2018	Wells Fargo Out of Pocket Rein	101.42.4000.421.50065	35.83
PETTY CASH-WF PURCHASE CARD FEES	SHANE RAMBAUM WF OOP 3/18	04/17/2018	Wells Fargo Out of Pocket Rein	101.42.4000.421.50065	32.60
PETTY CASH-WF PURCHASE CARD FEES	SHANE RAMBAUM WF OOP 3/18	04/17/2018	Wells Fargo Out of Pocket Rein	101.42.4000.421.50065	33.09
PETTY CASH-WF PURCHASE CARD FEES	SHANE RAMBAUM WF OOP 3/18	04/17/2018	Wells Fargo Out of Pocket Rein	101.42.4000.421.50075	13.61
PETTY CASH-WF PURCHASE CARD FEES	SHANE RAMBAUM WF OOP 3/18	04/17/2018	Wells Fargo Out of Pocket Rein	101.42.4000.421.50075	8.75
PETTY CASH-WF PURCHASE CARD FEES	SHANE RAMBAUM WF OOP 3/18	04/17/2018	Wells Fargo Out of Pocket Rein	101.42.4000.421.50075	11.89
PETTY CASH-WF PURCHASE CARD FEES	SHANE RAMBAUM WF OOP 3/18	04/17/2018	Wells Fargo Out of Pocket Rein	101.42.4000.421.50075	13.28
PETTY CASH-WF PURCHASE CARD FEES	SHANE RAMBAUM WF OOP 3/18	04/17/2018	Wells Fargo Out of Pocket Rein	101.42.4000.421.50075	31.61
PETTY CASH-WF PURCHASE CARD FEES	WILLIAM SCHROEPFER WF OOP	04/17/2018	Wells Fargo Out of Pocket Rein	101.41.2000.415.50065	17.00
PINE BEND PAVING, INC.	18-139	05/01/2018	4/4/18	101.43.5200.443.60016	545.70
PINE BEND PAVING, INC.	18-151	05/08/2018	4/18/18	101.43.5200.443.60016	413.70
PLEAA	2018 SPRING TRAINING SESSION	04/24/2018	PAM HINTON	101.42.4000.421.50080	35.00
PRECISE MRM	IN200-1016651	05/08/2018	000208	101.43.5200.443.30700	124.85
RCM SPECIALTIES, INC.	6500	05/08/2018	4/27/18	101.43.5200.443.60016	698.45
RJ LEE GROUP INC	346606	05/01/2018	C15508	101.42.4000.421.30700	4,262.54
SCHLOMKA'S VAC TRUCK SERVICE, INC.	7843	05/01/2018	4/11/18	101.43.5200.443.40046	840.00
SENSIBLE LAND USE COALITION	4/24/18	04/24/2018	REGISTRATION - H. BOTTEN	101.45.3200.419.50080	88.00
SHRED-IT	8124563000	05/01/2018	15212695	101.42.4000.421.30700	108.82

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SKOGLUND, NELSON	8/16/16	12/31/2016	REIMBURSE-EMT CLASS	101.42.4200.423.50080	1,600.00
SPRINT	842483314-197	04/24/2018	Telephone	101.45.3000.419.50020	34.99
TEAM LABORATORY CHEMICAL CORP	INV0010529	05/08/2018	231940	101.43.5200.443.60016	216.50
TOTAL CONSTRUCTION & EQUIP.	3349	05/01/2018	4/10/18	101.42.4200.423.40040	758.21
TOTAL CONSTRUCTION & EQUIP.	3350	05/08/2018	4/10/18	101.44.6000.451.40047	393.91
TOTAL CONSTRUCTION & EQUIP.	3350	05/08/2018	4/10/18	101.44.6000.451.60066	599.47
TOTAL CONSTRUCTION & EQUIP.	2329	05/08/2018	4/11/18	101.44.6000.451.40047	152.93
TYLER TECHNOLOGIES, INC	025-220794	05/08/2018	41443	101.41.2000.415.40044	438.00
U.S. HEALTHWORKS	0083551-MN	05/01/2018	006745	101.41.1100.413.30500	405.00
U.S. HEALTHWORKS	0083834-MN	05/08/2018	006745	101.41.1100.413.30500	105.00
UNIFIRST CORPORATION	090 0411998B	05/01/2018	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0411998B	05/01/2018	1051948	101.44.6000.451.60045	24.47
UNIFIRST CORPORATION	090-0415102	05/01/2018	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090-0415102	05/01/2018	1051948	101.44.6000.451.60045	24.49
UNIFIRST CORPORATION	090 0416199	05/08/2018	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0416199	05/08/2018	1051948	101.44.6000.451.60045	24.47
UNIFIRST CORPORATION	090 0417298	05/08/2018	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0417298	05/08/2018	1051948	101.44.6000.451.60045	24.47
UPS	000027914A138	05/01/2018	27914A	101.43.5200.443.60016	3.77
US POSTMASTER - EAGAN	MAY/JUNE 2018	04/24/2018	INSIGHTS MAY/JUNE 2018	101.41.1100.413.50035	2,500.00
US POSTMASTER - EAGAN	4/20/18 #4331	05/01/2018	PERMIT PI 4331	101.41.1100.413.50035	225.00
VERIFIED CREDENTIALS, INC.	279382	05/08/2018	4/30/18	101.41.1100.413.30500	1,274.00
VERIZON WIRELESS	9805971579	05/01/2018	Telephone	101.41.1000.413.50020	175.05
VERIZON WIRELESS	9805971579	05/01/2018	Telephone	101.42.4000.421.50020	886.17
VERIZON WIRELESS	9805971579	05/01/2018	Telephone	101.42.4200.423.50020	601.46
VERIZON WIRELESS	9805971579	05/01/2018	Telephone	101.43.5000.441.50020	51.50
VERIZON WIRELESS	9805971579	05/01/2018	Telephone	101.43.5100.442.50020	309.00
VERIZON WIRELESS	9805971579	05/01/2018	Telephone	101.43.5200.443.50020	402.10
VERIZON WIRELESS	9805971579	05/01/2018	Telephone	101.44.6000.451.50020	466.38
VERIZON WIRELESS	9805971579	05/01/2018	Telephone	101.45.3000.419.50020	51.50
VERIZON WIRELESS	9805971579	05/01/2018	Telephone	101.45.3300.419.50020	297.20
WELLS FARGO CREDIT CARD ACH	Rs Hughes Co Inc WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.50080	(7.37)
WELLS FARGO CREDIT CARD ACH	Dlt Solutions 703-773- WF 3/18 for 2	04/20/2018	Wells Fargo Purchase Cards	101.43.5100.442.30700	1,356.60
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.50075	23.29
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.50075	(1.35)
WELLS FARGO CREDIT CARD ACH	American Public Works WF 3/18 for	04/20/2018	Wells Fargo Purchase Cards	101.43.5000.441.50070	1,031.25
WELLS FARGO CREDIT CARD ACH	National Registry Emt WF 3/18 for 2	04/20/2018	Wells Fargo Purchase Cards	101.42.4200.423.50070	15.00
WELLS FARGO CREDIT CARD ACH	Minnesota Chiefs Of Po WF 3/18 for	04/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.50080	410.00
WELLS FARGO CREDIT CARD ACH	Minnesota Chiefs Of Po WF 3/18 for	04/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.50080	410.00
WELLS FARGO CREDIT CARD ACH	Minnesota Chiefs Of Po WF 3/18 for	04/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.50080	410.00
WELLS FARGO CREDIT CARD ACH	Minnesota Chiefs Of Po WF 3/18 for	04/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.50080	143.00
WELLS FARGO CREDIT CARD ACH	Minnesota Chiefs Of Po WF 3/18 for	04/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.50080	143.00
WELLS FARGO CREDIT CARD ACH	Minnesota Chiefs Of Po WF 3/18 for	04/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.50080	125.00
WELLS FARGO CREDIT CARD ACH	Paypal lape WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.50080	375.00
WELLS FARGO CREDIT CARD ACH	Act Atom WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.50080	300.00
WELLS FARGO CREDIT CARD ACH	Corporate Mark Inc. WF 3/18 for 201	04/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.60045	900.00
WELLS FARGO CREDIT CARD ACH	New Horizons Minnesota WF 3/18 fo	04/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.50080	395.00
WELLS FARGO CREDIT CARD ACH	Target 00025197 WF 3/18 for 2	04/20/2018	Wells Fargo Purchase Cards	101.41.1000.413.60065	7.40
WELLS FARGO CREDIT CARD ACH	Vistapr Vistaprint.Com WF 3/18 for 2	04/20/2018	Wells Fargo Purchase Cards	101.41.1000.413.50030	61.50
WELLS FARGO CREDIT CARD ACH	Vistapr Vistaprint.Com WF 3/18 for 2	04/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.50030	102.71
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M WF 3/18 fo	04/20/2018	Wells Fargo Purchase Cards	101.43.5200.443.60016	71.20
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M WF 3/18 fo	04/20/2018	Wells Fargo Purchase Cards	101.44.6000.451.40040	24.39
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M WF 3/18 fo	04/20/2018	Wells Fargo Purchase Cards	101.44.6000.451.40040	48.50
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M WF 3/18 fo	04/20/2018	Wells Fargo Purchase Cards	101.44.6000.451.60040	104.87
WELLS FARGO CREDIT CARD ACH	Sherwin Williams 70309 WF 3/18 for	04/20/2018	Wells Fargo Purchase Cards	101.44.6000.451.40040	(7.21)
WELLS FARGO CREDIT CARD ACH	Brownells Inc WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.60018	229.60
WELLS FARGO CREDIT CARD ACH	Brownells Inc WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.60018	1,910.00
WELLS FARGO CREDIT CARD ACH	Fdle Cchinet WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.42.0000.3422000	24.00
WELLS FARGO CREDIT CARD ACH	The Knox Company WF 3/18 for 201	04/20/2018	Wells Fargo Purchase Cards	101.42.4200.423.40041	1,940.00
WELLS FARGO CREDIT CARD ACH	Turittos Pizza WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.41.1100.413.50075	101.88
WELLS FARGO CREDIT CARD ACH	Turittos Pizza WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.50075	104.09
WELLS FARGO CREDIT CARD ACH	Turittos Pizza WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.50075	14.85
WELLS FARGO CREDIT CARD ACH	360 Communities WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.50080	180.00
WELLS FARGO CREDIT CARD ACH	360 Communities WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.50080	30.00
WELLS FARGO CREDIT CARD ACH	Kwik Trip 63900006395 WF 3/18 for	04/20/2018	Wells Fargo Purchase Cards	101.42.4200.423.50065	59.87
WELLS FARGO CREDIT CARD ACH	Sams Club #6312 WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.41.1100.413.50075	63.90
WELLS FARGO CREDIT CARD ACH	Target 00006940 WF 3/18 for 2	04/20/2018	Wells Fargo Purchase Cards	101.41.1100.413.60065	19.93
WELLS FARGO CREDIT CARD ACH	Texas Roadhouse 2288 WF 3/18 for	04/20/2018	Wells Fargo Purchase Cards	101.42.4200.423.50075	98.44
WELLS FARGO CREDIT CARD ACH	Dq Grill & Chill #1qps WF 3/18 for 2	04/20/2018	Wells Fargo Purchase Cards	101.42.4200.423.50075	25.58
WELLS FARGO CREDIT CARD ACH	Gate House Supplies WF 3/18 for 20	04/20/2018	Wells Fargo Purchase Cards	101.42.4200.423.40042	113.45
WELLS FARGO CREDIT CARD ACH	Kwik Trip 88300008839 WF 3/18 for	04/20/2018	Wells Fargo Purchase Cards	101.42.4200.423.50065	52.47
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 WF 3/18 for	04/20/2018	Wells Fargo Purchase Cards	101.43.5200.443.60016	31.28
WELLS FARGO CREDIT CARD ACH	Bshifter WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.42.4200.423.50070	125.00
WELLS FARGO CREDIT CARD ACH	Culver'S Of Waupac WF 3/18 for 20	04/20/2018	Wells Fargo Purchase Cards	101.42.4200.423.50075	42.56
WELLS FARGO CREDIT CARD ACH	National Fire Sprinkle WF 3/18 for 2	04/20/2018	Wells Fargo Purchase Cards	101.42.4200.423.50070	85.00
WELLS FARGO CREDIT CARD ACH	Amazonprime Membership WF 3/18	04/20/2018	Wells Fargo Purchase Cards	101.42.4200.423.50070	99.00
WELLS FARGO CREDIT CARD ACH	Mnscu Mrtc WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.42.4200.423.50070	380.00
WELLS FARGO CREDIT CARD ACH	Inn On Lake Superior WF 3/18 for 2	04/20/2018	Wells Fargo Purchase Cards	101.42.4200.423.50075	448.22
WELLS FARGO CREDIT CARD ACH	Culligan Water Of lgh WF 3/18 for 2	04/20/2018	Wells Fargo Purchase Cards	101.44.6000.451.40050	9.55

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH	Minnesota State Colleg WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.41.1100.413.50080	445.00
WELLS FARGO CREDIT CARD ACH	Sextoncompa WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.44.6000.451.60045	32.00
WELLS FARGO CREDIT CARD ACH	Vistapr Vistaprint.Com WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.41.1000.413.50030	(4.10)
WELLS FARGO CREDIT CARD ACH	Vistapr Vistaprint.Com WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.50030	(6.80)
WELLS FARGO CREDIT CARD ACH	Zero9 Solutions Llc WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.60065	169.75
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.42.4200.423.40040	74.47
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.42.4200.423.40042	42.19
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.42.4200.423.60010	4.47
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.44.6000.451.60012	1.14
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.44.6000.451.60016	14.99
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.44.6000.451.60016	9.00
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.44.6000.451.60016	12.37
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.44.6000.451.60040	54.95
WELLS FARGO CREDIT CARD ACH	Beacon Athletics WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.44.6000.451.60016	114.39
WELLS FARGO CREDIT CARD ACH	Beacon Athletics WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.44.6000.451.60040	314.81
WELLS FARGO CREDIT CARD ACH	Bloomington Security S WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.44.6000.451.40040	485.00
WELLS FARGO CREDIT CARD ACH	Minnesota Glove & Safe WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.44.6000.451.60045	47.90
WELLS FARGO CREDIT CARD ACH	Minnesota Glove & Safe WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.44.6000.451.60045	356.48
WELLS FARGO CREDIT CARD ACH	Sherwin Williams 70309 WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.44.6000.451.40040	45.14
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.42.4200.423.40040	58.75
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.42.4200.423.60011	60.61
WELLS FARGO CREDIT CARD ACH	Fedexoffice 00006205 WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.42.4200.423.60065	29.94
WELLS FARGO CREDIT CARD ACH	Mn Recreation And Park WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.43.5100.442.50080	55.00
WELLS FARGO CREDIT CARD ACH	Best Buy Mht 00010553 WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.45.3300.419.60040	(41.38)
WELLS FARGO CREDIT CARD ACH	Fbi National Academy A WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.50080	305.00
WELLS FARGO CREDIT CARD ACH	Amazon Mktplace Pmts WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.42.4200.423.40042	23.11
WELLS FARGO CREDIT CARD ACH	Amazon Mktplace Pmts WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.42.4200.423.60011	107.88
WELLS FARGO CREDIT CARD ACH	Amazon Mktplace Pmts WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.42.4200.423.60018	64.91
WELLS FARGO CREDIT CARD ACH	Amazon Mktplace Pmts WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.42.4200.423.60018	5.99
WELLS FARGO CREDIT CARD ACH	Usps Po 2688010540 WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.50035	68.43
WELLS FARGO CREDIT CARD ACH	Usps Po 2688010540 WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.42.4200.423.50035	50.00
WELLS FARGO CREDIT CARD ACH	Mcdonald'S F18102 WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.50075	40.49
WELLS FARGO CREDIT CARD ACH	Old World Pizza WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.41.1100.413.50075	34.17
WELLS FARGO CREDIT CARD ACH	Amazon Mktplace Pmts W WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.42.4200.423.60018	5.99
WELLS FARGO CREDIT CARD ACH	At&T Bill Payment WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.43.5100.442.50020	32.32
WELLS FARGO CREDIT CARD ACH	Hobby-Lobby #742 WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.42.4200.423.60010	89.46
WELLS FARGO CREDIT CARD ACH	Indeed WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.41.1100.413.50025	501.45
WELLS FARGO CREDIT CARD ACH	Indeed WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.41.1100.413.50025	25.29
WELLS FARGO CREDIT CARD ACH	Centurylink/Speedpay WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.44.6000.451.50020	95.70
WELLS FARGO CREDIT CARD ACH	Centurylink/Speedpay WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.44.6000.451.50020	84.93
WELLS FARGO CREDIT CARD ACH	Centurylink/Speedpay WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.44.6000.451.50020	74.94
WELLS FARGO CREDIT CARD ACH	Centurylink/Speedpay WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.44.6000.451.50020	74.94
WELLS FARGO CREDIT CARD ACH	Evident Inc WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.60065	55.00
WELLS FARGO CREDIT CARD ACH	Minnesota Chiefs Of Po WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.50080	(410.00)
WELLS FARGO CREDIT CARD ACH	Intoximeters Inc WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.60065	95.00
WELLS FARGO CREDIT CARD ACH	Npsib WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.50030	149.00
WELLS FARGO CREDIT CARD ACH	Personnel Evaluation WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.60018	1,200.00
WELLS FARGO CREDIT CARD ACH	Uline Ship Supplies WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	101.42.4000.421.60065	167.64
XCEL ENERGY	586579070	04/20/2018	Gas & Electric	101.43.5400.445.40020	244.87
XCEL ENERGY	586739355	04/20/2018	Gas & Electric	101.43.5400.445.40020	9,386.64
XCEL ENERGY	586739355 CR	04/20/2018	Gas & Electric	101.43.5200.443.40020	(391.74)
XCEL ENERGY	587318898	04/20/2018	Gas & Electric	101.42.4000.421.40042	44.03
XCEL ENERGY	587513213	04/20/2018	Gas & Electric	101.44.6000.451.40010	568.66
XCEL ENERGY	587513213 CR	04/20/2018	Gas & Electric	101.44.6000.451.40020	(2,241.89)

Fund: 101 - GENERAL FUND

366,808.07

LIME VALLEY ADVERTISING, INC.	18143.01	05/01/2018	3/29/18	201.44.1600.465.50025	2,733.00
PETTY CASH-WF PURCHASE CARD FEES	TRACY SHIMEK WF OOP 3/18	04/17/2018	Wells Fargo Out of Pocket Rein	201.44.1600.465.50065	3.27
PETTY CASH-WF PURCHASE CARD FEES	TRACY SHIMEK WF OOP 3/18	04/17/2018	Wells Fargo Out of Pocket Rein	201.44.1600.465.50065	97.01
PETTY CASH-WF PURCHASE CARD FEES	TRACY SHIMEK WF OOP 3/18	04/17/2018	Wells Fargo Out of Pocket Rein	201.44.1600.465.50065	9.27
PETTY CASH-WF PURCHASE CARD FEES	TRACY SHIMEK WF OOP 3/18	04/17/2018	Wells Fargo Out of Pocket Rein	201.44.1600.465.50065	4.91
PETTY CASH-WF PURCHASE CARD FEES	TRACY SHIMEK WF OOP 3/18	04/17/2018	Wells Fargo Out of Pocket Rein	201.44.1600.465.50065	11.99
RIVER HEIGHTS CHAMBER OF COMMERCE	8794	05/01/2018	4/24/18	201.44.1600.465.50020	400.00
RIVER HEIGHTS CHAMBER OF COMMERCE	8794	05/01/2018	4/24/18	201.44.1600.465.50035	15.69
RIVER HEIGHTS CHAMBER OF COMMERCE	8794	05/01/2018	4/24/18	201.44.1600.465.60010	5.20
RIVER HEIGHTS CHAMBER OF COMMERCE	8793	05/01/2018	APRIL 2018	201.44.1600.465.30700	102.84
RIVER HEIGHTS CHAMBER OF COMMERCE	8793	05/01/2018	APRIL 2018	201.44.1600.465.30700	3,881.15
RIVER HEIGHTS CHAMBER OF COMMERCE	8793	05/01/2018	APRIL 2018	201.44.1600.465.40065	250.00
ST PAUL ARENA COMPANY, LLC	SPAC0002488	05/01/2018	APRIL 2018	201.44.1600.465.50025	200.00
WELLS FARGO CREDIT CARD ACH	Facebk Yae35e2m32 WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	201.44.1600.465.50025	30.67
WELLS FARGO CREDIT CARD ACH	Panera Bread #601409 WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	201.44.1600.465.50075	8.88
WELLS FARGO CREDIT CARD ACH	Google Svcsapps_Visit WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	201.44.1600.465.50025	10.00
WELLS FARGO CREDIT CARD ACH	Google Adws8941362442 WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	201.44.1600.465.50025	0.98

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH	Hilton Garden Inn Mank WF 3/18 for	04/20/2018	Wells Fargo Purchase Cards	201.44.1600.465.50075	263.90
WELLS FARGO CREDIT CARD ACH	Google Adws8715259637 WF 3/18 for	04/20/2018	Wells Fargo Purchase Cards	201.44.1600.465.50025	25.11
WELLS FARGO CREDIT CARD ACH	Cub Foods Wsp WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	201.44.1600.465.50075	16.88
WELLS FARGO CREDIT CARD ACH	Tim Horton'S #916648 WF 3/18 for 2	04/20/2018	Wells Fargo Purchase Cards	201.44.1600.465.50075	9.90
WELLS FARGO CREDIT CARD ACH	Usps Po 2688010540 WF 3/18 for 2	04/20/2018	Wells Fargo Purchase Cards	201.44.1600.465.50035	100.00
WELLS FARGO CREDIT CARD ACH	Keefe Co Parking Block WF 3/18 for	04/20/2018	Wells Fargo Purchase Cards	201.44.1600.465.50065	8.50
Fund: 201 - C.V.B. FUND					8,189.15
GENESIS EMPLOYEE BENEFITS, INC	IN1245501	05/01/2018	Payroll	204.44.6100.452.30550	14.40
MAYER ARTS INC	3006	05/08/2018	4/27/18	204.44.6100.452.30700	384.00
MN DEPT OF REVENUE	Mar-18	04/20/2018	Taxes	204.207.2070300	573.59
OLD WORLD PIZZA	3/16/18	05/01/2018	3/16/18	204.44.6100.452.60009	107.00
VERIZON WIRELESS	9805971579	05/01/2018	Telephone	204.44.6100.452.50020	51.50
WELLS FARGO CREDIT CARD ACH	American Carnival Mart WF 3/18 for	04/20/2018	Wells Fargo Purchase Cards	204.44.6100.452.60009	587.45
WELLS FARGO CREDIT CARD ACH	Criterion Pictures Usa WF 3/18 for 2	04/20/2018	Wells Fargo Purchase Cards	204.44.6100.452.50070	650.00
WELLS FARGO CREDIT CARD ACH	Mad Science Of Minneso WF 3/18 fo	04/20/2018	Wells Fargo Purchase Cards	204.44.6100.452.30700	110.00
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	204.44.6100.452.60009	11.92
WELLS FARGO CREDIT CARD ACH	The First Impression G WF 3/18 for 2	04/20/2018	Wells Fargo Purchase Cards	204.44.6100.452.50035	1,262.50
WELLS FARGO CREDIT CARD ACH	Party City #1028 WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	204.44.6100.452.60009	43.82
WELLS FARGO CREDIT CARD ACH	Paypal Party Unit WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	204.44.6100.452.30700	275.00
WELLS FARGO CREDIT CARD ACH	Samsclub #4738 WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	204.44.6100.452.60009	27.74
WELLS FARGO CREDIT CARD ACH	Yel WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	204.44.6100.452.30700	576.00
WELLS FARGO CREDIT CARD ACH	American Hiking Societ WF 3/18 for	04/20/2018	Wells Fargo Purchase Cards	204.44.6100.452.60009	69.15
WELLS FARGO CREDIT CARD ACH	Gotprint.Com WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	204.44.6100.452.50030	52.22
Fund: 204 - RECREATION FUND					4,796.29
AQUA LOGIC, INC.	47482	05/08/2018	4/19/18	205.44.6200.453.60016	56.75
BEAUDOIN, KELLY	4/20/18	05/01/2018	REFUND	205.207.2070300	1.33
BEAUDOIN, KELLY	4/20/18	05/01/2018	REFUND	205.44.0000.3492500	18.67
BEDELL, PHILLIP	4/12/18	05/01/2018	REFUND - SWIM LESSONS	205.44.0000.3493501	47.00
BURBACH, CECELIA	4/24/18	05/08/2018	REIMBURSE - FITNESS	205.44.0000.3493501	34.00
GENESIS EMPLOYEE BENEFITS, INC	IN1245501	05/01/2018	Payroll	205.44.6200.453.30550	12.50
GENESIS EMPLOYEE BENEFITS, INC	IN1245501	05/01/2018	Payroll	205.44.6200.453.30550	40.44
GENESIS EMPLOYEE BENEFITS, INC	IN1245501	05/01/2018	Payroll	205.44.6200.453.30550	2.80
GENESIS EMPLOYEE BENEFITS, INC	IN1245501	05/01/2018	Payroll	205.44.6200.453.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1245501	05/01/2018	Payroll	205.44.6200.453.30550	11.00
GENESIS EMPLOYEE BENEFITS, INC	IN1245501	05/01/2018	Payroll	205.44.6200.453.30550	12.50
HEALTHEAST WOODWINDS HOSPITAL	042518	04/24/2018	3/21/18	205.44.6200.453.60065	500.00
HUEBSCH SERVICES	4065847	05/08/2018	92965	205.44.6200.453.40040	224.61
HUEBSCH SERVICES	4065847	05/08/2018	92965	205.44.6200.453.40040	59.70
KLINE, ESTRADA	8/13/13	08/14/2013	REIMBURSE-CANCELLED LE	205.44.0000.3493501	108.00
MN DEPT OF EMPLOYMENT & ECONOMIC DEV	4/18/18	05/08/2018	1ST QTR MN STATE UNEMPL	205.44.6200.453.20700	84.04
MN DEPT OF REVENUE	Mar-18	04/20/2018	Taxes	205.207.2070300	9,365.53
NAC MECHANICAL & ELECTRICAL SERVICE	147621	05/01/2018	18.MSP04768.000	205.44.6200.453.40040	3,445.00
NAC MECHANICAL & ELECTRICAL SERVICE	147621	05/01/2018	8712-1	205.44.6200.453.40040	13,779.00
PERA	3/31/18	05/08/2018	PERA CREDIT E. SLACK	205.44.6200.453.20400	477.70
PERFECTION PLUS, INC	1128598	05/01/2018	MARCH 2018	205.44.6200.453.40040	5,857.50
PETTY CASH-WF PURCHASE CARD FEES	RICK ROACH WF OOP 3/18	04/17/2018	Wells Fargo Out of Pocket Rein	205.44.6200.453.50065	8.72
PETTY CASH-WF PURCHASE CARD FEES	RICK ROACH WF OOP 3/18	04/17/2018	Wells Fargo Out of Pocket Rein	205.44.6200.453.50065	3.27
PETTY CASH-WF PURCHASE CARD FEES	RICK ROACH WF OOP 3/18	04/17/2018	Wells Fargo Out of Pocket Rein	205.44.6200.453.50065	3.27
PETTY CASH-WF PURCHASE CARD FEES	RICK ROACH WF OOP 3/18	04/17/2018	Wells Fargo Out of Pocket Rein	205.44.6200.453.50065	4.91
PETTY CASH-WF PURCHASE CARD FEES	RICK ROACH WF OOP 3/18	04/17/2018	Wells Fargo Out of Pocket Rein	205.44.6200.453.60016	69.96
SIGN RESULTS LLC	209	05/01/2018	4/11/18	205.44.6200.453.40050	150.00
TOTAL CONSTRUCTION & EQUIP.	3343	05/01/2018	4/10/18	205.44.6200.453.80200	7,233.31
TOTAL CONSTRUCTION & EQUIP.	3351	05/01/2018	4/10/18	205.44.6200.453.40040	120.10
TOTAL CONSTRUCTION & EQUIP.	2043	05/01/2018	4/11/18	205.44.6200.453.30700	321.83
VERIZON WIRELESS	9805971579	05/01/2018	Telephone	205.44.6200.453.50020	69.00
VERIZON WIRELESS	9805971579	05/01/2018	Telephone	205.44.6200.453.50020	54.05
VERIZON WIRELESS	9805971579	05/01/2018	Telephone	205.44.6200.453.50020	69.00
VERIZON WIRELESS	9805971579	05/01/2018	Telephone	205.44.6200.453.50020	51.50
WELLS FARGO CREDIT CARD ACH	Play It Again Sports WF 3/18 for 201	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60040	15.97
WELLS FARGO CREDIT CARD ACH	Facebk C7zn2fwwp2 WF 3/18 for 20	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.50025	22.92
WELLS FARGO CREDIT CARD ACH	Adobe Systems, Inc. WF 3/18 for 20	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.50070	239.92
WELLS FARGO CREDIT CARD ACH	Emi Audio WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.40040	275.00
WELLS FARGO CREDIT CARD ACH	Int In Budget Sign Sh WF 3/18 for 2	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60065	110.00
WELLS FARGO CREDIT CARD ACH	Int In Budget Sign Sh WF 3/18 for 2	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60065	110.00
WELLS FARGO CREDIT CARD ACH	The Home Depot 2843 WF 3/18 for 2	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60040	254.87
WELLS FARGO CREDIT CARD ACH	The Home Depot 2843 WF 3/18 for 2	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60040	254.86
WELLS FARGO CREDIT CARD ACH	Archetype Signmakers WF 3/18 for 2	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.40040	1,130.00
WELLS FARGO CREDIT CARD ACH	Gopher Plumbing Supply WF 3/18 fo	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60016	100.84
WELLS FARGO CREDIT CARD ACH	Sams Club #6311 WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60065	31.96
WELLS FARGO CREDIT CARD ACH	Sams Club #6311 WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60065	49.82
WELLS FARGO CREDIT CARD ACH	Sams Club #6311 WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60065	35.27
WELLS FARGO CREDIT CARD ACH	By The Yard Inc WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60040	625.61
WELLS FARGO CREDIT CARD ACH	Sauna Warehouse Llc WF 3/18 for 2	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60016	39.27
WELLS FARGO CREDIT CARD ACH	Sp Superior Sauna WF 3/18 for 201	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60016	122.20
WELLS FARGO CREDIT CARD ACH	Target 00025197 WF 3/18 for 2	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60065	8.34
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60040	20.83
WELLS FARGO CREDIT CARD ACH	Comcast Cable Comm WF 3/18 for 2	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.50070	191.38
WELLS FARGO CREDIT CARD ACH	Dollar Days WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60065	534.13

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M WF 3/18 for 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60040	9.45
WELLS FARGO CREDIT CARD ACH	Medpro Waste Disposal WF 3/18 for 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.40025	103.74
WELLS FARGO CREDIT CARD ACH	Sp Dri-Dek WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60065	173.02
WELLS FARGO CREDIT CARD ACH	The First Impression G WF 3/18 for 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.50035	1,262.50
WELLS FARGO CREDIT CARD ACH	Cub Foods, Inc. WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60065	4.66
WELLS FARGO CREDIT CARD ACH	Officemax/Depot 6302 WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60065	25.49
WELLS FARGO CREDIT CARD ACH	Tds Media Direct Inc WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.50025	220.00
WELLS FARGO CREDIT CARD ACH	The Ups Store #2636 WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.40042	5.03
WELLS FARGO CREDIT CARD ACH	Marshalls #0521 WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60040	139.94
WELLS FARGO CREDIT CARD ACH	Schindler Elevator Cor WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.40040	317.40
WELLS FARGO CREDIT CARD ACH	Marshalls #1305 WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60040	4.99
WELLS FARGO CREDIT CARD ACH	Central Turf & Irrigat WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60016	80.70
WELLS FARGO CREDIT CARD ACH	Central Turf & Irrigat WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60016	80.70
WELLS FARGO CREDIT CARD ACH	Culligan Water Of Igh WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.40042	7.53
WELLS FARGO CREDIT CARD ACH	Culligan Water Of Igh WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60016	42.58
WELLS FARGO CREDIT CARD ACH	Culligan Water Of Igh WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60016	170.32
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapolis WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60011	488.15
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapolis WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60011	476.86
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapolis WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60011	488.15
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapolis WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60011	476.86
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.40042	7.99
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60016	23.97
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60016	13.98
WELLS FARGO CREDIT CARD ACH	Apec WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60016	301.60
WELLS FARGO CREDIT CARD ACH	Sherwin Williams 70309 WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60016	23.37
WELLS FARGO CREDIT CARD ACH	Sherwin Williams 70309 WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60016	23.37
WELLS FARGO CREDIT CARD ACH	Supreme Aud WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.40042	75.00
WELLS FARGO CREDIT CARD ACH	The Forum WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.50025	400.00
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60016	140.67
WELLS FARGO CREDIT CARD ACH	Viking Electric-Credit WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60016	40.32
WELLS FARGO CREDIT CARD ACH	Viking Electric-Credit WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60016	31.07
WELLS FARGO CREDIT CARD ACH	Amazon.Com WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60016	15.16
WELLS FARGO CREDIT CARD ACH	Zumba Fitness WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60018	30.00
WELLS FARGO CREDIT CARD ACH	Minnesota Premier Publ WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.50025	100.00
WELLS FARGO CREDIT CARD ACH	Sams Club #4736 WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60065	21.83
WELLS FARGO CREDIT CARD ACH	Sams Club #4736 WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60065	153.86
WELLS FARGO CREDIT CARD ACH	Tjmaxx #0379 WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60040	25.98
WELLS FARGO CREDIT CARD ACH	Marshalls #1305 WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60040	(34.99)
WELLS FARGO CREDIT CARD ACH	Marshalls #1305 WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60040	(14.99)
WELLS FARGO CREDIT CARD ACH	Toys R Us #6046 Qps WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60065	63.84
WELLS FARGO CREDIT CARD ACH	Becker Arena Products WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.40040	560.50
WELLS FARGO CREDIT CARD ACH	Ice Skating Institute WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.50070	25.00
WELLS FARGO CREDIT CARD ACH	Kully Supply WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60016	30.10
WELLS FARGO CREDIT CARD ACH	Kully Supply WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60016	36.29
WELLS FARGO CREDIT CARD ACH	Kully Supply WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60016	184.04
WELLS FARGO CREDIT CARD ACH	Nac Mechanical & Elect WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.40040	2,761.14
WELLS FARGO CREDIT CARD ACH	Post-Bulletin Co Llc WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.50025	250.00
WELLS FARGO CREDIT CARD ACH	R&R Specialties Of Wis WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.40042	91.50
WELLS FARGO CREDIT CARD ACH	R&R Specialties Of Wis WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.40042	252.17
WELLS FARGO CREDIT CARD ACH	R&R Specialties Of Wis WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.40042	56.00
WELLS FARGO CREDIT CARD ACH	Taho Sportswear - Frid WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60045	72.00
WELLS FARGO CREDIT CARD ACH	Taho Sportswear - Frid WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60045	228.00
WELLS FARGO CREDIT CARD ACH	Taho Sportswear - Frid WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60045	302.50
WELLS FARGO CREDIT CARD ACH	Taho Sportswear - Frid WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60065	93.00
WELLS FARGO CREDIT CARD ACH	United Laboratories WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60011	448.88
WELLS FARGO CREDIT CARD ACH	United Laboratories WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60011	448.88
WELLS FARGO CREDIT CARD ACH	Ww Grainger WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60011	286.30
WELLS FARGO CREDIT CARD ACH	Ww Grainger WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60011	286.30
WELLS FARGO CREDIT CARD ACH	Ww Grainger WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60016	6.45
WELLS FARGO CREDIT CARD ACH	Ww Grainger WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60016	6.45
WELLS FARGO CREDIT CARD ACH	Ww Grainger WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60016	45.24
WELLS FARGO CREDIT CARD ACH	Ww Grainger WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60016	45.24
WELLS FARGO CREDIT CARD ACH	Ww Grainger WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60016	74.83
WELLS FARGO CREDIT CARD ACH	Ww Grainger WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60016	76.36
WELLS FARGO CREDIT CARD ACH	Ww Grainger WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60016	87.25
WELLS FARGO CREDIT CARD ACH	Ww Grainger WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60016	125.13
WELLS FARGO CREDIT CARD ACH	Act Active.Com_Cityofi WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60065	580.52
WELLS FARGO CREDIT CARD ACH	Sams Club #4787 WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60065	87.90
WELLS FARGO CREDIT CARD ACH	Wm Supercenter #2198 WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60065	54.74
WELLS FARGO CREDIT CARD ACH	Cunninghams Sports Inc WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60045	15.00
WELLS FARGO CREDIT CARD ACH	Hawkins Inc WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60024	2,444.79
WELLS FARGO CREDIT CARD ACH	Sams Club #4738 WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60065	13.95
WELLS FARGO CREDIT CARD ACH	Sams Club #4738 WF 3/18 for 2017 04/20/2018	04/20/2018	Wells Fargo Purchase Cards	205.44.6200.453.60065	23.74
XCEL ENERGY	587513213 04/20/2018	04/20/2018	Gas & Electric	205.44.6200.453.40010	9,533.55
XCEL ENERGY	587513213 04/20/2018	04/20/2018	Gas & Electric	205.44.6200.453.40010	2,776.82
XCEL ENERGY	587513213 04/20/2018	04/20/2018	Gas & Electric	205.44.6200.453.40020	8,007.66
XCEL ENERGY	587513213 04/20/2018	04/20/2018	Gas & Electric	205.44.6200.453.40020	6,741.76

Fund: 205 - COMMUNITY CENTER

89,653.76

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GENESIS EMPLOYEE BENEFITS, INC	IN1245501	05/01/2018	Payroll	290.45.3000.419.30550	1.36
Fund: 290 - EDA OPERATING					1.36
DAKOTA CTY PROP TAXATION & RECORDS	2018 CITY PROPERTY TAX PAYME	05/01/2018	2018 PROPERTY TAX PAYME	291.45.3000.419.30700	2,956.90
Fund: 291 - EDA ACQUISITIONS					2,956.90
DAKOTA CTY PROP TAXATION & RECORDS	SA020 B	05/01/2018	1416 SPECIAL ASSESSMENT	399.57.9000.570.30700	6,513.60
Fund: 399 - CLOSED BOND FUND					6,513.60
DAKOTA CTY PROP TAXATION & RECORDS	2018 CITY PROPERTY TAX PAYME	05/01/2018	2018 PROPERTY TAX PAYME	434.42.4200.423.30700	6,090.92
Fund: 434 - 2014 IMPROVEMENT FUND					6,090.92
HOISINGTON KOEGLER GROUP INC.	016-062-16	05/01/2018	016-062	436.73.5900.736.30700	1,770.00
HOISINGTON KOEGLER GROUP INC.	016-062-16	05/01/2018	016-062	436.73.5900.736.30700	11,637.50
LILLIE SUBURBAN NEWSPAPERS	4/30/18 001363	05/08/2018	Advertising/Publishing	436.50.5900.736.50025	51.75
WSB & ASSOCIATES, INC.	R-011626-000	05/01/2018	4/16/18	436.44.5900.736.30300	7,051.75
Fund: 436 - 2016 IMPROVEMENT FUND					20,511.00
BECKER ARENA PRODUCTS, INC.	PAY REQUEST NO. 5	04/24/2018	CITY PROJECT #2017-05	437.44.5900.737.80200	5,697.44
EVERGREEN LAND SERVICES	00-11943	05/08/2018	4/18/18	437.44.5900.737.30700	800.00
EVERGREEN LAND SERVICES	00-11947	05/08/2018	4/18/18	437.44.5900.737.30700	1,168.16
LILLIE SUBURBAN NEWSPAPERS	4/30/18 001363	05/08/2018	Advertising/Publishing	437.44.5900.737.50025	159.50
RINK-TEC INTERNATIONAL, INC	3579	05/01/2018	4/11/18	437.44.5900.737.30700	4,682.00
WELLS FARGO CREDIT CARD ACH	Braun Intertec Corp WF 3/18 for 201	04/20/2018	Wells Fargo Purchase Cards	437.44.5900.737.30700	6,168.32
WELLS FARGO CREDIT CARD ACH	Ground Penetrating Rad WF 3/18 for	04/20/2018	Wells Fargo Purchase Cards	437.44.5900.737.30700	650.00
WENCK ASSOCIATES, INC.	11801801	04/24/2018	B3619-0002	437.73.5900.737.30300	498.00
Fund: 437 - 2017 IMPROVEMENT FUND					19,823.42
LILLIE SUBURBAN NEWSPAPERS	4/30/18 001363	05/08/2018	Advertising/Publishing	440.74.5900.740.50025	330.00
Fund: 440 - PAVEMENT MANAGEMENT PROJ					330.00
EAGAN, CITY OF	3/26/18 UTILITY BILLING	04/24/2018	DECEMBER - FEBRUARY 201	441.74.5900.741.40030	4,423.81
Fund: 441 - STORM WATER MANAGEMENT					4,423.81
NORTHERN TECHNOLOGIES, LLC	25907	05/01/2018	18.MSP04768.000	444.74.5900.744.30700	2,950.00
Fund: 444 - PARK CAPITAL REPLACEMENT					2,950.00
DAKOTA CTY FINANCIAL SVCS	00029964	04/24/2018	P0001753	446.74.5900.746.30700	573,784.51
ERIC A. TREISTAD	4/26/18	05/08/2018	PURCHASE WETLAND BANKI	446.73.5900.746.80100	9,263.70
Fund: 446 - NW AREA					583,048.21
DAKOTA CTY PROP TAXATION & RECORDS	2018 CITY PROPERTY TAX PAYME	05/01/2018	2018 PROPERTY TAX PAYME	448.74.5900.748.30700	1,491.50
Fund: 448 - NWA - STORM WATER					1,491.50
BARR ENGINEERING COMPANY	23190218.00-264	04/24/2018	4/12/18	451.75.5900.751.30700	3,010.00
CITY OF WEST ST. PAUL	20180074	05/01/2018	1ST QTR 2018	451.75.5900.751.30700	2,934.82
JOEL CARLSON	MAY 2018	05/01/2018	MAY 2018	451.75.5900.751.30700	1,000.00
MESSERLI & KRAMER, P.A.	350339	05/08/2018	22369-00002	451.75.5900.751.30700	7,500.00
MESSERLI & KRAMER, P.A.	350340	05/08/2018	22369-00003	451.75.5900.751.30700	5,000.00
Fund: 451 - HOST COMMUNITY FUND					19,444.82
DAKOTA CTY PROP TAXATION & RECORDS	2017 TIF FEES	05/01/2018	2017 TIF MAINT.	453.57.9000.570.30700	10,921.00
Fund: 453 - SE QUADRANT TIF DIST 4-1					10,921.00
MIDPOINT INTERNATIONAL INC.	18040052	05/08/2018	COIH001	454.43.5500.446.40025	10,509.00
Fund: 454 - LANDFILL ABATEMENT					10,509.00
CORE & MAIN LP	I598189	05/01/2018	099872	501.50.7100.512.40043	257.73
CORE & MAIN LP	I773603	05/08/2018	099872	501.50.7100.512.75500	1,300.00
EAGAN, CITY OF	3/26/18 UTILITY BILLING	04/24/2018	DECEMBER - FEBRUARY 201	501.50.7100.512.40005	25,350.67
ESS BROTHERS & SONS INC	YY1425	05/08/2018	4/18/18	501.50.7100.512.60016	71.00
GENESIS EMPLOYEE BENEFITS, INC	IN1245501	05/01/2018	Payroll	501.50.7100.512.30550	47.83
GOPHER STATE ONE-CALL	8040467	05/08/2018	MN00435	501.50.7100.512.30700	486.60
HAWKINS, INC.	4260651	05/01/2018	108816	501.50.7100.512.60019	639.80
HYDRODESIGNS, INC	0047064-IN	05/08/2018	INVERGR	501.50.7100.512.30700	1,248.00
METROPOLITAN COUNCIL	0001081662	05/01/2018	W030	501.50.7100.512.40040	475.00
MN DEPT OF REVENUE	Mar-18	04/20/2018	Taxes	501.207.2070200	1,640.87
MN DEPT OF REVENUE	Mar-18	04/20/2018	Taxes	501.207.2070300	54.03
MPCA	4/9/18 JOEL JACKSON	05/08/2018	CLASS SB JOEL JACKSON	501.50.7100.512.50080	45.00
NRG ENERGY INC	000856897345	04/24/2018	008000127767	501.50.7100.512.40020	1,658.20
NRG ENERGY INC	000856897350	04/24/2018	008000127768	501.50.7100.512.40020	1,487.71
NRG ENERGY INC	000856897351	04/24/2018	008000130189	501.50.7100.512.40020	5,349.76
NRG ENERGY INC	000856897340B	05/01/2018	008000132271	501.50.7100.512.40020	4,491.92
NRG ENERGY INC	000856922931	05/08/2018	008000127767	501.50.7100.512.40020	2,477.14
NRG ENERGY INC	000856922934	05/08/2018	008000127768	501.50.7100.512.40020	2,240.68
NRG ENERGY INC	000856922935	05/08/2018	008000130189	501.50.7100.512.40020	9,993.68
NRG ENERGY INC	000856922936	05/08/2018	008000132271	501.50.7100.512.40020	4,356.47
SPRINT	842483314-197	04/24/2018	Telephone	501.50.7100.512.50020	69.98
STANTEC CONSULTING SERVICES INC.	1348902	05/08/2018	92607	501.50.7100.512.30300	1,610.00
TIERNEY BROTHERS INC	520118-1	05/01/2018	4/10/18	501.50.7100.512.40042	14,094.51

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TIERNEY BROTHERS INC	520119-1	05/01/2018	4/10/18	501.50.7100.512.40042	3,255.75
TODD DOUGLAS EDINGER - RMR SERVICES LLC	2018133	05/01/2018	MARCH 2018	501.50.7100.512.30700	1,552.44
TODD DOUGLAS EDINGER - RMR SERVICES LLC	2018134	05/01/2018	APRIL 2018	501.50.7100.512.30700	1,688.44
TOTAL CONSTRUCTION & EQUIP.	2622	05/01/2018	4/10/18	501.50.7100.512.40040	101.95
TOTAL CONSTRUCTION & EQUIP.	3046	05/08/2018	4/10/18	501.50.7100.512.40040	101.95
VERIZON WIRELESS	9805971579	05/01/2018	Telephone	501.50.7100.512.50020	382.46
WELLS FARGO CREDIT CARD ACH	Mnawwa WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	501.50.7100.512.50080	980.00
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 3/18 for 2	04/20/2018	Wells Fargo Purchase Cards	501.50.7100.512.60016	14.78
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 3/18 for 2	04/20/2018	Wells Fargo Purchase Cards	501.50.7100.512.60016	9.98
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 3/18 for	04/20/2018	Wells Fargo Purchase Cards	501.50.7100.512.40040	186.60
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 3/18 for	04/20/2018	Wells Fargo Purchase Cards	501.50.7100.512.60011	46.75
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 3/18 for	04/20/2018	Wells Fargo Purchase Cards	501.50.7100.512.60016	29.05
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 3/18 for	04/20/2018	Wells Fargo Purchase Cards	501.50.7100.512.60016	21.22
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 3/18 for	04/20/2018	Wells Fargo Purchase Cards	501.50.7100.512.60040	76.38
Fund: 501 - WATER UTILITY FUND					87,894.33
EAGAN, CITY OF	3/26/18 UTILITY BILLING	04/24/2018	DECEMBER - FEBRUARY 201	502.51.7200.514.40015	46,605.61
GENESIS EMPLOYEE BENEFITS, INC	IN1245501	05/01/2018	Payroll	502.51.7200.514.30550	23.23
METROPOLITAN COUNCIL	0001080889	04/24/2018	5084	502.51.7200.514.40015	158,711.74
METROPOLITAN COUNCIL	0001081618	05/01/2018	V041	502.51.7200.514.40043	425.00
METROPOLITAN COUNCIL	0001082950	05/08/2018	5084	502.51.7200.514.40015	158,711.74
NRG ENERGY INC	000856897345	04/24/2018	008000127767	502.51.7200.514.40020	6.57
NRG ENERGY INC	000856897350	04/24/2018	008000127768	502.51.7200.514.40020	65.02
NRG ENERGY INC	000856922931	05/08/2018	008000127767	502.51.7200.514.40020	9.60
NRG ENERGY INC	000856922934	05/08/2018	008000127768	502.51.7200.514.40020	379.20
Fund: 502 - SEWER UTILITY FUND					364,937.71
DAKOTA ELECTRIC ASSN	201360-5 4/18	04/20/2018	Electric	503.52.8600.527.40020	224.60
DOOR SERVICE COMPANY	1002-10008	12/31/2017	JA4426	503.52.8500.526.40040	1,080.00
GENESIS EMPLOYEE BENEFITS, INC	IN1245501	05/01/2018	Payroll	503.52.8000.521.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1245501	05/01/2018	Payroll	503.52.8500.526.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1245501	05/01/2018	Payroll	503.52.8600.527.30550	18.00
HERFORD NORBY GOLF ARCHITECTS, LLC	4125	05/01/2018	4/26/18	503.52.8000.521.50030	855.00
INNOVATIVE OFFICE SOLUTIONS	SUM-039518	05/08/2018	S28777	503.52.8000.521.60065	518.89
MADISON NATIONAL LIFE INSURANCE COMPAN	1294275	04/24/2018	MAY 2018 GROUP#012439	503.52.8600.527.20630	6.95
MN DEPT OF EMPLOYMENT & ECONOMIC DEV	4/18/18	05/08/2018	1ST QTR MN STATE UNEMPL	503.52.8000.521.20700	10,268.08
MN DEPT OF REVENUE	Mar-18	04/20/2018	Taxes	503.207.2070300	981.79
MN DEPT OF REVENUE	Mar-18	04/20/2018	Taxes	503.52.8000.521.60010	65.84
MN DEPT OF REVENUE	Mar-18	04/20/2018	Taxes	503.52.8500.526.50020	14.10
MTI DISTRIBUTING CO	1153689-0	05/01/2018	402307	503.52.8600.527.40042	4.65
MTI DISTRIBUTING CO	1154504-00	05/01/2018	402307	503.52.8600.527.40042	2,197.22
MTI DISTRIBUTING CO	1154504-01	05/01/2018	016-062	503.52.8600.527.40042	482.66
MULLIGAN MARKETING CONCEPTS	4/27/18	04/27/2018	20% MARKETING 26TH ANNIV	503.52.8000.521.30700	142,909.80
NARDINI FIRE EQUIPMENT CO., INC.	IN00070832	04/24/2018	5015	503.52.8600.527.60065	174.50
NRG ENERGY INC	000856897345	04/24/2018	008000127767	503.52.8600.527.40020	45.65
NRG ENERGY INC	000856922931	05/08/2018	008000127767	503.52.8600.527.40020	66.64
PETTY CASH - MATT MOYNIHAN	5/8/18	05/08/2018	PURCHASE OF WETLAND BA	503.100.1010700	400.00
PINKY'S SEWER SERVICE INC	41424	04/24/2018	3/9/18	503.52.8600.527.40040	430.00
UNIFIRST CORPORATION	090 0384168B	05/01/2018	1258268	503.52.8600.527.60045	70.04
VERIZON WIRELESS	9805971579	05/01/2018	Telephone	503.52.8500.526.50020	204.99
WELLS FARGO CREDIT CARD ACH	The Home Depot #2845 WF 3/18 for	04/20/2018	Wells Fargo Purchase Cards	503.52.8600.527.60050	20.37
WELLS FARGO CREDIT CARD ACH	Inver Wood Golf Course WF 3/18 for	04/20/2018	Wells Fargo Purchase Cards	503.52.8000.521.40055	1.00
WELLS FARGO CREDIT CARD ACH	Inver Wood Golf Course WF 3/18 for	04/20/2018	Wells Fargo Purchase Cards	503.52.8000.521.40055	(1.00)
WELLS FARGO CREDIT CARD ACH	Fastsigns Of Bloomingt WF 3/18 for	04/20/2018	Wells Fargo Purchase Cards	503.52.8200.523.70400	120.96
WELLS FARGO CREDIT CARD ACH	Target 00025197 WF 3/18 for 2	04/20/2018	Wells Fargo Purchase Cards	503.52.8500.526.60010	12.84
WELLS FARGO CREDIT CARD ACH	P & W Golf Supply Llc WF 3/18 for 2	04/20/2018	Wells Fargo Purchase Cards	503.52.8600.527.60050	269.18
WELLS FARGO CREDIT CARD ACH	P & W Golf Supply Llc WF 3/18 for 2	04/20/2018	Wells Fargo Purchase Cards	503.52.8600.527.60050	225.27
WELLS FARGO CREDIT CARD ACH	Antigua Online WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	503.52.8200.523.76200	4,943.33
WELLS FARGO CREDIT CARD ACH	Iverify/Transalarm Tes WF 3/18 for 2	04/20/2018	Wells Fargo Purchase Cards	503.52.8500.526.50055	743.07
WELLS FARGO CREDIT CARD ACH	Proactive Sports WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	503.52.8200.523.76400	980.00
WELLS FARGO CREDIT CARD ACH	Tour Edge Golf Mfg, In WF 3/18 for 2	04/20/2018	Wells Fargo Purchase Cards	503.52.8200.523.76250	151.53
WELLS FARGO CREDIT CARD ACH	Tour Edge Golf Mfg, In WF 3/18 for 2	04/20/2018	Wells Fargo Purchase Cards	503.52.8200.523.76350	209.47
WELLS FARGO CREDIT CARD ACH	Arizona Manufacturing WF 3/18 for 2	04/20/2018	Wells Fargo Purchase Cards	503.52.8200.523.76400	543.64
WELLS FARGO CREDIT CARD ACH	Ping Inc WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	503.52.8200.523.76200	800.64
WELLS FARGO CREDIT CARD ACH	Ping Inc WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	503.52.8200.523.76250	505.41
WELLS FARGO CREDIT CARD ACH	Ping Inc WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	503.52.8200.523.76350	899.85
WELLS FARGO CREDIT CARD ACH	Officemax/Depot 6302 WF 3/18 for 2	04/20/2018	Wells Fargo Purchase Cards	503.52.8200.523.60017	120.72
WELLS FARGO CREDIT CARD ACH	Pukka Inc WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	503.52.8200.523.76200	499.20
WELLS FARGO CREDIT CARD ACH	Tds Media Direct Inc WF 3/18 for 20	04/20/2018	Wells Fargo Purchase Cards	503.52.8500.526.50025	208.00
WELLS FARGO CREDIT CARD ACH	Amazonprime Membership WF 3/18	04/20/2018	Wells Fargo Purchase Cards	503.52.8500.526.50070	12.99
WELLS FARGO CREDIT CARD ACH	Haas Jordan WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	503.52.8200.523.76400	171.37
WELLS FARGO CREDIT CARD ACH	Hanes Gear For Sports WF 3/18 for	04/20/2018	Wells Fargo Purchase Cards	503.52.8200.523.76200	1,198.76
WELLS FARGO CREDIT CARD ACH	Hanes Gear For Sports WF 3/18 for	04/20/2018	Wells Fargo Purchase Cards	503.52.8200.523.76200	3,385.35
WELLS FARGO CREDIT CARD ACH	Department Of Labor An WF 3/18 for	04/20/2018	Wells Fargo Purchase Cards	503.52.8600.527.40040	20.00
WELLS FARGO CREDIT CARD ACH	Ace Hardware & Paint WF 3/18 for 2	04/20/2018	Wells Fargo Purchase Cards	503.52.8600.527.60012	21.19
WELLS FARGO CREDIT CARD ACH	Cutter & Buck Inc WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	503.52.8000.521.60045	336.31
WELLS FARGO CREDIT CARD ACH	Cutter & Buck Inc WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	503.52.8200.523.76200	107.50
WELLS FARGO CREDIT CARD ACH	Cutter & Buck Inc WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	503.52.8200.523.76200	1,648.84
WELLS FARGO CREDIT CARD ACH	Cutter & Buck Inc WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	503.52.8200.523.76400	1,957.96
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 3/18 for	04/20/2018	Wells Fargo Purchase Cards	503.52.8600.527.60012	58.06

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 3/18 for	04/20/2018	Wells Fargo Purchase Cards	503.52.8600.527.60012	18.18
WELLS FARGO CREDIT CARD ACH	Amazon.Com WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	503.52.8200.523.70400	37.48
WELLS FARGO CREDIT CARD ACH	Batteries Plus #02 WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	503.52.8500.526.50055	10.70
WELLS FARGO CREDIT CARD ACH	Amazon Mktplace Pmts WF 3/18 for	04/20/2018	Wells Fargo Purchase Cards	503.52.8000.521.60010	27.00
WELLS FARGO CREDIT CARD ACH	Wgd Aramark Corp Norwl WF 3/18 fi	04/20/2018	Wells Fargo Purchase Cards	503.52.8600.527.60045	19.98
WELLS FARGO CREDIT CARD ACH	Wgd Aramark Corp Norwl WF 3/18 fi	04/20/2018	Wells Fargo Purchase Cards	503.52.8600.527.60045	386.17
WELLS FARGO CREDIT CARD ACH	Acushnet Company WF 3/18 for 201	04/20/2018	Wells Fargo Purchase Cards	503.52.8200.523.76200	1,820.15
WELLS FARGO CREDIT CARD ACH	Acushnet Company WF 3/18 for 201	04/20/2018	Wells Fargo Purchase Cards	503.52.8200.523.76200	445.18
WELLS FARGO CREDIT CARD ACH	Acushnet Company WF 3/18 for 201	04/20/2018	Wells Fargo Purchase Cards	503.52.8200.523.76300	2,709.96
WELLS FARGO CREDIT CARD ACH	Acushnet Company WF 3/18 for 201	04/20/2018	Wells Fargo Purchase Cards	503.52.8200.523.76350	1,541.90
WELLS FARGO CREDIT CARD ACH	Acushnet Company WF 3/18 for 201	04/20/2018	Wells Fargo Purchase Cards	503.52.8200.523.76400	333.50
WELLS FARGO CREDIT CARD ACH	Acushnet Company WF 3/18 for 201	04/20/2018	Wells Fargo Purchase Cards	503.52.8200.523.76450	3,852.37
WELLS FARGO CREDIT CARD ACH	Acushnet Company WF 3/18 for 201	04/20/2018	Wells Fargo Purchase Cards	503.52.8200.523.76450	978.80
WELLS FARGO CREDIT CARD ACH	Amazon.Com Amzn.Com/Bi WF 3/18	04/20/2018	Wells Fargo Purchase Cards	503.52.8500.526.60065	66.07
WELLS FARGO CREDIT CARD ACH	Zero Friction Llc WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	503.52.8200.523.76300	210.00
WELLS FARGO CREDIT CARD ACH	Zero Friction Llc WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	503.52.8200.523.76400	1,155.00
WELLS FARGO CREDIT CARD ACH	Gms Industrial Supplie WF 3/18 for	2 04/20/2018	Wells Fargo Purchase Cards	503.52.8600.527.40042	23.18
WELLS FARGO CREDIT CARD ACH	Gms Industrial Supplie WF 3/18 for	2 04/20/2018	Wells Fargo Purchase Cards	503.52.8600.527.60012	156.37
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 WF 3/18 for	04/20/2018	Wells Fargo Purchase Cards	503.52.8600.527.60012	(17.10)
WELLS FARGO CREDIT CARD ACH	Ufirst Laundry Svcs WF 3/18 for 201	04/20/2018	Wells Fargo Purchase Cards	503.52.8600.527.60045	129.24
WELLS FARGO CREDIT CARD ACH	Ufirst Laundry Svcs WF 3/18 for 201	04/20/2018	Wells Fargo Purchase Cards	503.52.8600.527.60045	127.24
WELLS FARGO CREDIT CARD ACH	Ufirst Laundry Svcs WF 3/18 for 201	04/20/2018	Wells Fargo Purchase Cards	503.52.8600.527.60045	63.62
WELLS FARGO CREDIT CARD ACH	Wsg Wilson Sptg Gds WF 3/18 for 2	04/20/2018	Wells Fargo Purchase Cards	503.52.8200.523.76250	694.80
WELLS FARGO CREDIT CARD ACH	Wsg Wilson Sptg Gds WF 3/18 for 2	04/20/2018	Wells Fargo Purchase Cards	503.52.8200.523.76250	264.14
XCEL ENERGY	586055329	04/20/2018	Gas & Electric	503.52.8500.526.40010	152.33
XCEL ENERGY	586055329	04/20/2018	Gas & Electric	503.52.8500.526.40020	471.09
XCEL ENERGY	586055329	04/20/2018	Gas & Electric	503.52.8600.527.40010	476.33
XCEL ENERGY	586055329	04/20/2018	Gas & Electric	503.52.8600.527.40020	349.51
Fund: 503 - INVER WOOD GOLF COURSE					197,701.40
HOISINGTON KOEGLER GROUP INC.	016-062-16	05/01/2018	016-062	511.50.7100.512.30700	670.19
HOISINGTON KOEGLER GROUP INC.	016-062-16	05/01/2018	016-062	511.50.7100.512.30700	106.25
Fund: 511 - NWA - WATER					776.44
HOISINGTON KOEGLER GROUP INC.	016-062-16	05/01/2018	016-062	512.51.7200.514.30700	670.20
HOISINGTON KOEGLER GROUP INC.	016-062-16	05/01/2018	016-062	512.51.7200.514.30700	106.25
Fund: 512 - NWA - SEWER					776.45
GENESIS EMPLOYEE BENEFITS, INC	IN1245501	05/01/2018	Payroll	602.00.2100.415.30550	2.15
Fund: 602 - RISK MANAGEMENT					2.15
ALLSTATE PETERBILT OF SOUTH ST. PAUL	3004149003	05/08/2018	14649	603.00.5300.444.40041	33.54
ALLSTATE PETERBILT OF SOUTH ST. PAUL	3004149370	05/08/2018	14649	603.140.1450050	46.04
ALLSTATE PETERBILT OF SOUTH ST. PAUL	3004149393	05/08/2018	14649	603.140.1450050	344.04
ALLSTATE PETERBILT OF SOUTH ST. PAUL	3004149637	05/08/2018	14649	603.140.1450050	35.91
ALLSTATE PETERBILT OF SOUTH ST. PAUL	3004149665	05/08/2018	14649	603.140.1450050	274.84
CENTENNIAL GLASS	W00007726	05/08/2018	4/17/18	603.00.5300.444.40041	210.00
CENTENNIAL GLASS	W00007727	05/08/2018	4/17/18	603.00.5300.444.40041	230.00
FACTORY MOTOR PARTS COMPANY	1-Z14227	05/08/2018	10799	603.140.1450050	231.60
FLEETPRIDE	93726413	05/08/2018	570	603.00.5300.444.40041	12.06
GENESIS EMPLOYEE BENEFITS, INC	IN1245501	05/01/2018	Payroll	603.00.5300.444.30550	12.74
HEALTHTEAST VEHICLE SERVICES	24798	04/24/2018	3/28/18	603.00.5300.444.80700	408.76
HEPPNER'S AUTO BODY	43501	05/08/2018	4/13/18	603.00.5300.444.40041	828.39
HOSE / CONVEYORS INC	00073617	05/08/2018	CIT300	603.00.5300.444.40041	92.38
INNOVATIVE OFFICE SOLUTIONS	SUM-039518	05/08/2018	S28777	603.00.5300.444.60012	196.10
INVER GROVE FORD	5245761	05/08/2018	1/15/18	603.00.5300.444.40041	(75.00)
INVER GROVE FORD	6252928/1	05/08/2018	3/28/18	603.00.5300.444.40041	342.58
INVER GROVE FORD	6253784/1	05/08/2018	4/9/18	603.00.5300.444.40041	1,014.22
INVER GROVE FORD	5251095	05/08/2018	4/18/18	603.00.5300.444.40041	269.78
INVER GROVE FORD	5251561	05/08/2018	4/26/18	603.00.5300.444.40041	105.78
INVER GROVE FORD	5251562	05/08/2018	4/26/18	603.00.5300.444.40041	105.78
INVER GROVE FORD	5251564	05/08/2018	4/26/18	603.00.5300.444.40041	13.66
KIMBALL MIDWEST	6281861	05/08/2018	222006	603.00.5300.444.60012	400.02
L.T.G. POWER EQUIPMENT	222358	05/08/2018	5656	603.00.5300.444.80800	14,918.30
MACQUEEN EMERGENCY GROUP	W00483	05/01/2018	INVER003	603.00.5300.444.40041	865.36
MACQUEEN EMERGENCY GROUP	E00019	04/24/2018	INVER003	603.00.5300.444.80700	14,593.08
MACQUEEN EMERGENCY GROUP	P01083	05/08/2018	INVER003	603.00.5300.444.40041	544.47
MANSFIELD OIL COMPANY	20712200	05/08/2018	23866	603.140.1450060	5,801.57
MANSFIELD OIL COMPANY	20712252	05/08/2018	23866	603.140.1450060	3,479.29
METRO JANITORIAL SUPPLY INC	11014777	05/08/2018	4/12/18	603.00.5300.444.60010	614.21
MID CITY SERVICES, INC.	75186	05/08/2018	4/13/18	603.00.5300.444.40065	45.75
MID CITY SERVICES, INC.	79565	05/08/2018	4/27/18	603.00.5300.444.40065	45.75
MN DEPT OF REVENUE	Mar-18	04/20/2018	Taxes	603.207.2070400	40.00
MN DEPT OF REVENUE	MARCH 2018	04/23/2018	MARCH 2018 PETRO TAX	603.00.5300.444.60021	397.29
MTI DISTRIBUTING CO	1160762-00	05/08/2018	91180	603.00.5300.444.40041	523.44
NORTH AMERICAN TRAILER SALES	0304128235	05/01/2018	10095	603.00.5300.444.40041	183.32
NORTH AMERICAN TRAILER SALES	0304128237	05/01/2018	10095	603.00.5300.444.40041	8.16
NORTHERN POWER PRODUCTS	282787	05/08/2018	32755	603.00.5300.444.40041	10.44
NRG ENERGY INC	000856897351	04/24/2018	008000130189	603.00.5300.444.40020	736.29
NRG ENERGY INC	000856922935	05/08/2018	008000130189	603.00.5300.444.40020	1,413.31

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NUSS TRUCK AND EQUIPMENT	7117572P	05/01/2018	38679B	603.00.5300.444.40041	722.72
NUSS TRUCK AND EQUIPMENT	7117770P	05/08/2018	38679B	603.00.5300.444.40041	111.27
NUSS TRUCK AND EQUIPMENT	4550929P	05/08/2018	38679B	603.00.5300.444.40041	18.94
O' REILLY AUTO PARTS	1767-316312	04/24/2018	1578028	603.00.5300.444.40041	13.74
O' REILLY AUTO PARTS	1767-321262	04/24/2018	1578028	603.00.5300.444.40041	37.99
O' REILLY AUTO PARTS	1767-321324	04/24/2018	1578028	603.00.5300.444.40041	63.99
O' REILLY AUTO PARTS	1767-321421	04/24/2018	1578028	603.00.5300.444.40041	29.94
O' REILLY AUTO PARTS	1767-321452	04/24/2018	1578028	603.140.1450050	24.11
O' REILLY AUTO PARTS	1767-321597	04/24/2018	1578028	603.140.1450050	27.14
O' REILLY AUTO PARTS	1767-321609	05/08/2018	1578028	603.00.5300.444.40041	116.79
O' REILLY AUTO PARTS	1767-321611	04/24/2018	1578028	603.00.5300.444.60012	6.98
O' REILLY AUTO PARTS	1767-321663	05/08/2018	1578028	603.00.5300.444.40044	2.53
O' REILLY AUTO PARTS	1767-321782	05/08/2018	1578028	603.00.5300.444.40041	2.99
O' REILLY AUTO PARTS	1767-321797	05/08/2018	1578028	603.140.1450050	43.80
O' REILLY AUTO PARTS	1767-321841	05/08/2018	1578028	603.00.5300.444.40041	48.33
O' REILLY AUTO PARTS	1767-322536	05/08/2018	1578028	603.00.5300.444.40041	213.23
O' REILLY AUTO PARTS	1767-322895	05/08/2018	1578028	603.00.5300.444.40041	40.35
O' REILLY AUTO PARTS	1767-322942	05/08/2018	1578028	603.00.5300.444.40041	11.08
O' REILLY AUTO PARTS	1767-322975	05/08/2018	1578028	603.00.5300.444.40041	18.93
O' REILLY AUTO PARTS	1767-323761	05/08/2018	1578028	603.140.1450050	22.16
O' REILLY AUTO PARTS	1767-324001	05/08/2018	1578028	603.00.5300.444.40041	29.45
O' REILLY AUTO PARTS	1767-324005	05/08/2018	1578028	603.00.5300.444.40041	15.76
O' REILLY AUTO PARTS	1767-324476	05/08/2018	1578028	603.00.5300.444.40041	40.35
O' REILLY AUTO PARTS	1767-324484	05/08/2018	1578028	603.00.5300.444.40041	9.21
O' REILLY AUTO PARTS	1767-324564	05/08/2018	1578028	603.00.5300.444.40041	99.71
O' REILLY AUTO PARTS	1767-324573	05/08/2018	1578028	603.00.5300.444.40041	51.44
O' REILLY AUTO PARTS	1767-325429	05/08/2018	1578028	603.140.1450050	111.11
O' REILLY AUTO PARTS	1767-322399	05/03/2018	1578028	603.00.5300.444.40041	36.39
O' REILLY AUTO PARTS	1767-323781	05/03/2018	1578028	603.00.5300.444.40041	34.69
O' REILLY AUTO PARTS	1767-321678	05/08/2018	1578028	603.00.5300.444.40041	(15.00)
O' REILLY AUTO PARTS	1767-322974	05/08/2018	1578028	603.00.5300.444.40041	(11.08)
OVERHEAD DOOR CO OF THE NORTHLAND	104665	05/08/2018	3/30/18	603.00.5300.444.40040	259.35
PERFECTION PLUS, INC	1128598	05/01/2018	MARCH 2018	603.00.5300.444.40040	442.00
PETTY CASH	5/3/18	05/08/2018	PETTY CASH REQUEST	603.00.5300.444.60012	24.00
PETTY CASH-WF PURCHASE CARD FEES	LISSA KRAMER WF OOP 3/18	04/17/2018	Wells Fargo Out of Pocket Rein	603.00.5300.444.50080	23.44
PETTY CASH-WF PURCHASE CARD FEES	LISSA KRAMER WF OOP 3/18	04/17/2018	Wells Fargo Out of Pocket Rein	603.00.5300.444.50080	37.55
POMP'S TIRE SERVICE, INC.	980046966	05/08/2018	4502557	603.00.5300.444.60014	514.44
POMP'S TIRE SERVICE, INC.	980047168	05/08/2018	4502557	603.00.5300.444.40041	85.00
ROSEDALE CHEVROLET	50775	05/08/2018	219076	603.00.5300.444.40041	24.63
RUFFRIDGE-JOHNSON	IA09480	05/08/2018	INVE01	603.00.5300.444.40041	100.40
SEMA EQUIPMENT INC.	1139557	05/08/2018	4504309	603.00.5300.444.40041	185.49
SOUTH EAST TOWING	4/1/18	05/01/2018	1/17/18-4/1/18	603.00.5300.444.80700	1,447.00
SOUTH EAST TOWING	210160	05/08/2018	4/16/18	603.00.5300.444.40041	75.00
SOUTH ST PAUL STEEL SUPPLY CO	01150401	05/08/2018	4/24/18	603.00.5300.444.60012	25.50
TITAN MACHINERY	10700240	05/08/2018	6239910	603.00.5300.444.40041	128.84
TWIN CITIES TRANSPORT & RECOVERY	615710	05/08/2018	29	603.00.5300.444.40041	350.00
UNIFIRST CORPORATION	090 0411998B	05/01/2018	1051948	603.00.5300.444.40065	170.18
UNIFIRST CORPORATION	090 0411998B	05/01/2018	1051948	603.00.5300.444.60045	39.67
UNIFIRST CORPORATION	090-0415102	05/01/2018	1051948	603.00.5300.444.40065	170.18
UNIFIRST CORPORATION	090-0415102	05/01/2018	1051948	603.00.5300.444.60045	39.67
UNIFIRST CORPORATION	090 0416199	05/08/2018	1051948	603.00.5300.444.40065	170.18
UNIFIRST CORPORATION	090 0416199	05/08/2018	1051948	603.00.5300.444.60045	39.67
UNIFIRST CORPORATION	090 0417298	05/08/2018	1051948	603.00.5300.444.40065	170.18
UNIFIRST CORPORATION	090 0417298	05/08/2018	1051948	603.00.5300.444.60045	39.67
VERIZON WIRELESS	9805971579	05/01/2018	Telephone	603.00.5300.444.50020	110.20
WELLS FARGO CREDIT CARD ACH	Mn Dvs Inv Grv Hts 161 WF 3/18 for	04/20/2018	Wells Fargo Purchase Cards	603.00.5300.444.50070	1.69
WELLS FARGO CREDIT CARD ACH	Mn Dvs Inv Grv Hts 161 WF 3/18 for	04/20/2018	Wells Fargo Purchase Cards	603.00.5300.444.50070	69.00
WELLS FARGO CREDIT CARD ACH	Gate House Supplies WF 3/18 for	04/20/2018	Wells Fargo Purchase Cards	603.00.5300.444.40040	182.06
WELLS FARGO CREDIT CARD ACH	Minnesota State Colleg WF 3/18 for	04/20/2018	Wells Fargo Purchase Cards	603.00.5300.444.50070	100.00
WELLS FARGO CREDIT CARD ACH	Vistapr Vistaprint.Com WF 3/18 for	04/20/2018	Wells Fargo Purchase Cards	603.00.5300.444.60010	(1.67)
WESTERN PETROLEUM COMPANY	97560786-41801	05/08/2018	112741	603.140.1450050	785.86
WESTERN PETROLEUM COMPANY	97561178-41801	05/08/2018	112741	603.00.5300.444.40041	132.55
XCEL ENERGY	586739355	04/20/2018	Gas & Electric	603.00.5300.444.40010	1,269.54
XCEL ENERGY	586739355	04/20/2018	Gas & Electric	603.00.5300.444.40020	29.38
ZARNOTH BRUSH WORKS	0169475-IN	05/08/2018	INV1669	603.140.1450050	1,366.20

Fund: 603 - CENTRAL EQUIPMENT

59,939.14

INNOVATIVE OFFICE SOLUTIONS	SUM-039518	05/08/2018	S28777	604.00.2200.416.60005	114.65
INNOVATIVE OFFICE SOLUTIONS	SUM-039518	05/08/2018	S28777	604.00.2200.416.60010	2,951.47
JACKSON HIRSH INC	0986745	05/08/2018	8803159	604.00.2200.416.60010	109.54
WELLS FARGO CREDIT CARD ACH	Wal-Mart #5089 WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	604.00.2200.416.60010	11.68
WELLS FARGO CREDIT CARD ACH	Coordinated Business WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	604.00.2200.416.40050	3,474.73
WELLS FARGO CREDIT CARD ACH	Coordinated Business WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	604.00.2200.416.40050	3,400.21

Fund: 604 - CENTRAL STORES

10,062.28

BRIN GLASS COMPANY	2860	05/01/2018	3162	605.00.7500.460.40040	3,483.00
GENESIS EMPLOYEE BENEFITS, INC	IN1245501	05/01/2018	Payroll	605.00.7500.460.30550	3.50
HUEBSCH SERVICES	4034231	04/24/2018	100075	605.00.7500.460.40065	118.22
HUEBSCH SERVICES	4050036	04/24/2018	100075	605.00.7500.460.40065	118.22
HUEBSCH SERVICES	4051603	04/24/2018	100075	605.00.7500.460.40065	1.77

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HUEBSCH SERVICES	4065846	05/08/2018	100075	605.00.7500.460.40065	118.22
J.H. LARSON COMPANY	S101725900.001	05/01/2018	29039	605.00.7500.460.60065	109.60
LONE OAK COMPANIES	78357	05/01/2018	UTILITY BILLING	605.00.7500.460.50035	512.61
MID CENTRAL DOOR COMPANY	0035906-IN	05/08/2018	CIT580	605.00.7500.460.40040	136.00
PERFECTION PLUS, INC	1128598	05/01/2018	MARCH 2018	605.00.7500.460.40040	4,512.08
PETTY CASH	3/23/18	04/24/2018	3/23/18	605.00.7500.460.50035	28.63
TOTAL CONSTRUCTION & EQUIP.	2327	05/01/2018	4/10/18	605.00.7500.460.40040	834.89
TOTAL CONSTRUCTION & EQUIP.	3347	05/01/2018	4/10/18	605.00.7500.460.40040	428.73
TOTAL CONSTRUCTION & EQUIP.	3348	05/01/2018	4/10/18	605.00.7500.460.40040	484.45
TOTAL CONSTRUCTION & EQUIP.	3353	05/01/2018	4/18/18	605.00.7500.460.40040	254.88
WELLS FARGO CREDIT CARD ACH	Mei Total Elevator Sol WF 3/18 for 2	04/20/2018	Wells Fargo Purchase Cards	605.00.7500.460.40040	263.52
WELLS FARGO CREDIT CARD ACH	Easykeyscom Inc WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	605.00.7500.460.60016	41.70
WELLS FARGO CREDIT CARD ACH	Easykeyscom Inc WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	605.00.7500.460.60016	2.93
WELLS FARGO CREDIT CARD ACH	Easykeyscom Inc WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	605.00.7500.460.60016	2.93
WELLS FARGO CREDIT CARD ACH	Department Of Labor An WF 3/18 for	04/20/2018	Wells Fargo Purchase Cards	605.00.7500.460.50070	10.00
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapol WF 3/18 for 2	04/20/2018	Wells Fargo Purchase Cards	605.00.7500.460.60011	207.12
WELLS FARGO CREDIT CARD ACH	Spok Inc WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	605.00.7500.460.40065	4.58
WELLS FARGO CREDIT CARD ACH	Horwitz WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	605.00.7500.460.40040	2,658.00
WELLS FARGO CREDIT CARD ACH	P & D Mechanical Contr WF 3/18 for	04/20/2018	Wells Fargo Purchase Cards	605.00.7500.460.40040	420.00
XCEL ENERGY	586739355	04/20/2018	Gas & Electric	605.00.7500.460.40020	6,462.40
Fund: 605 - CITY FACILITIES					21,217.98
CDW GOVERNMENT INC	MKF5762	05/01/2018	2394832	606.00.1400.413.60041	6,774.92
CDW GOVERNMENT INC	MKG6431	05/01/2018	2394832	606.00.1400.413.60041	228.69
DAKOTA CTY FINANCIAL SVCS	00029688	05/01/2018	P0001753	606.00.1400.413.50070	1,771.00
GENESIS EMPLOYEE BENEFITS, INC	IN1245501	05/01/2018	Payroll	606.00.1400.413.30550	28.30
MN DEPT OF REVENUE	Mar-18	04/20/2018	Taxes	606.00.1400.413.50080	0.66
MN DEPT OF REVENUE	Mar-18	04/20/2018	Taxes	606.00.1400.413.60041	17.67
MN DEPT OF REVENUE	Mar-18	04/20/2018	Taxes	606.00.1400.413.60042	9.15
MN DEPT OF REVENUE	Mar-18	04/20/2018	Taxes	606.00.1400.413.80620	41.04
NDC4	4218-A	05/08/2018	2017 WEB STREAMING EXPE	606.00.1400.413.30700	9,618.00
OFFICE OF MN. IT SERVICES	DV18020494	05/01/2018	200B00171	606.00.1400.413.50070	310.00
OFFICE OF MN. IT SERVICES	DV18030488	05/01/2018	200B00171	606.00.1400.413.50070	310.00
TDS METROCOM	4/13/18 651 457 7490	05/01/2018	651 457 7490	606.00.1400.413.50020	171.76
WELLS FARGO CREDIT CARD ACH	Digicert Inc WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	606.00.1400.413.50070	1,425.00
WELLS FARGO CREDIT CARD ACH	Us Internet Corp WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	606.00.1400.413.30700	220.00
WELLS FARGO CREDIT CARD ACH	Logmein Central WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	606.00.1400.413.50070	1,392.61
WELLS FARGO CREDIT CARD ACH	Low Voltage Contractor WF 3/18 for	04/20/2018	Wells Fargo Purchase Cards	606.00.1400.413.60065	450.00
WELLS FARGO CREDIT CARD ACH	Allstream WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	606.00.1400.413.50020	1,123.03
WELLS FARGO CREDIT CARD ACH	Allstream WF 3/18 for 2017	04/20/2018	Wells Fargo Purchase Cards	606.00.1400.413.50020	1,388.56
Fund: 606 - TECHNOLOGY FUND					25,280.39
BARR ENGINEERING COMPANY	23190218.00-264	04/24/2018	4/12/18	702.229.2293002	7,046.50
CARVER COUNTY SHERIFF'S DEPT.	18011440	05/08/2018	D'ANDRE DAVID GARDNER	702.229.2291000	50.00
DAKOTA CTY ATTORNEY	16-3039	05/08/2018	IGH PD CASE #16-3039	702.229.2291000	75.59
ELEVATE BUILDERS	BD2016-1019	05/01/2018	BD2016-1019	702.229.2299800	2,500.00
ELEVATE BUILDERS	BD2016-1462	05/01/2018	8669 COLE CT	702.229.2299800	2,500.00
ELEVATE BUILDERS	BD2016-998	05/01/2018	3922 87TH ST	702.229.2299800	2,500.00
GONYEA HOMES	5/4/18	05/08/2018	ENGINEERING ESCROW REL	702.229.2298102	1,000.00
HENNEPIN COUNTY DISTRICT COURT	18402773	02/20/2018	TEVIN BARNETT	702.229.2291000	160.00
J MICHAEL HOMES INC	5/4/18	05/08/2018	ESCROW RELEASE 9408 ALA	702.229.2303102	1,000.00
LILLIE SUBURBAN NEWSPAPERS	4/30/18 001363	05/08/2018	Advertising/Publishing	702.229.2292202	43.13
LILLIE SUBURBAN NEWSPAPERS	4/30/18 001363	05/08/2018	Advertising/Publishing	702.229.2293002	80.50
LILLIE SUBURBAN NEWSPAPERS	4/30/18 001363	05/08/2018	Advertising/Publishing	702.229.2293102	20.13
LILLIE SUBURBAN NEWSPAPERS	4/30/18 001363	05/08/2018	Advertising/Publishing	702.229.2293402	23.00
LILLIE SUBURBAN NEWSPAPERS	4/30/18 001363	05/08/2018	Advertising/Publishing	702.229.2297302	20.13
LILLIE SUBURBAN NEWSPAPERS	4/30/18 001363	05/08/2018	Advertising/Publishing	702.229.2297302	658.38
LILLIE SUBURBAN NEWSPAPERS	4/30/18 001363	05/08/2018	Advertising/Publishing	702.229.2297402	28.75
LILLIE SUBURBAN NEWSPAPERS	4/30/18 001363	05/08/2018	Advertising/Publishing	702.229.2298702	23.00
LILLIE SUBURBAN NEWSPAPERS	4/30/18 001363	05/08/2018	Advertising/Publishing	702.229.2298902	20.13
NORTHERN SERVICE CENTER	19WSCR1630141	05/08/2018	DANIELLE NADINE FEINER	702.229.2291000	150.00
PETTY CASH - POLICE	3/21/18	04/24/2018	3/21/18	702.229.2291000	33.75
SHORT ELLIOTT HENDRICKSON, INC.	347628	05/01/2018	4340	702.229.2294501	924.19
Fund: 702 - ESCROW FUND					18,857.18
Grand Total					1,945,908.26

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve the Addition of 1 Regular-Status Full-time Combination Building Inspector and 1 Part-time Office Support.

Meeting Date: May 14, 2018
 Item Type: Consent Agenda
 Contact: Tom Link – 651.450.2546
 Prepared by: Franklin Martin, Chief Building Official
 Reviewed by: Joe Lynch, City Administrator

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve the addition of 1 regular-status full-time benefited Combination Building Inspector to replace the current temporary full-time non-benefited Combination Building Inspector position, and the addition of 1 Part-time Office Support to replace 1 Part-time On-Call Clerk.

SUMMARY

The City currently has two regular-status full-time Combination Building Inspectors to conduct all inspections for the City and has also employed a Temporary Building Inspector for portions of the past 5 years to keep up with demand for inspections and workload. The temporary position has been in place since staff reductions that occurred after the last recession. Within the past two years, the City experienced three major weather events that resulted in an unprecedented backlog of inspections, and the City continues to experience growth. The Inspections Division is now at the point where the demand for service can no longer be addressed utilizing a temporary solution. At the same time, the union has also challenged the on-going status of the temporary position, however, the inspections division cannot afford to lose the additional trained and experienced help.

As this will be a regular-status position, the City Council must approve changing the status of the temporary position to a regular, full-time benefited position (per the union contract), because a regular full-time position must carry benefits. Staff is seeking Council approval for this addition/change, and if approved, the position will be reclassified to full-time benefited for the incumbent, with the implementation of a one-year probationary period at the current 2018 pay rate. After consulting with Kristi Smith, Finance Director, the full-time, benefited, position will be funded by a future amendment to the Adopted 2018 Budget reflecting 2017 excess revenues to cover the additional expenses incurred by this mid-year alteration to the Adopted 2018 Budget. The expected start date as a full-time, benefited, Combination Inspector, would be on Tuesday, 15 May 2018.

Since 2006, we have chosen not to fill a previously existing part-time office support position to save money in our department budget. Instead, we have used only the Assistant to the Chief Building Official and the Sr. Office Support positions to administrate all aspects of the front counter operations. During the years of 2007 – 2012, this worked due to the substantially reduced amount of construction activity; however, by making this change it would alleviate stress, anxiety, workload, and provide customer service, meet expected turn-around times, and

assist in workload. The proposal of increasing the On-Call Clerk, with fluctuating hours, to part-time benefited Office Support at 24 hours/week would mean an increase from our current 2.0 front counter support staff to 2.5 front counter support staff; additionally, the expense of overtime would end upon implementation of this staff scenario. The savings in our current overtime expenditures would pay for the fringe benefit rate for both positions. Elevating the On-Call Clerk to a 24 hour/week, part-time, benefitted position would provide back-up to the front counter staff, and work as a training opportunity for continuity of services when there is a retirement.

There is enough revenue surplus from FY2017 to cover the expense of moving to part-time, 24 hours/week, and to full-time, benefitted, status. We need to address the outstanding 836 roofing/siding permits that require a minimum 1,680 inspections. We could slowly address them over the year as ‘anytime’ inspections that would act to fill in open spaces, or designate overtime to inspect areas blocked out for inspections. The surplus revenue identified by the Finance Director would cover my additional staff requests without additional money beyond what was collected for projected revenues with money left over, thus achieving the ‘Net Zero Cost’.

The area of concern for me is the ratio of inspectors to open permits that require inspections. When we had five Combination Inspectors, the ratio was 1,891 inspections per inspector per year. That number has increased 40% since 2003 to the ratio of 3,141 inspections per inspector per year. This increase is contributing to the backlog of open permits that still need inspection whenever they ‘fit’ into the calendar.

Ratio of Inspections Per Inspector		
Segment of Years	Average Number of Inspections per Segment	Ratio
2003 – 2007	9,455	1,891 (5 Insp)
2008 – 2012	4,936	1,646 (3 Insp)
2013 – 2017	5,246	2,099 (2.5 Insp)
2018 - 2021	5,556 (Relative to the increase from the previous Segment)	1852 (3 Insp) <i>This is 41 inspections less than when we were at the height of construction with five inspectors. This would address the backlog of permits and inspections.</i>

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: May 14, 2018
Item Type: Consent
Contact:
Prepared by: Joe Lynch, City Administrator
Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Council is asked to extend the Employment Agreement with Finance Director Kristi Smith to June 30, 2020.

SUMMARY

The City of Inver Grove Heights has signed an employment agreement with Finance Director Kristi Smith to outline particulars for her continued employment with the City. In the agreement it calls for the City and Ms. Smith to mutually agree to extend her agreement prior to December 1, 2017. On November 27, 2017 the agreement was extended to June 1, 2018. Enclosed within is a copy of the original Employment Agreement for your review.

Based upon conversation I had with all Council Members, you are willing to extend her agreement with the City to June 30, 2020.

Ms. Smith's in the office schedule for the remainder of 2018 would be as follows:

June 4 – 12

July 9 – 13 (Budget Committee meetings held this week)

August 6 – 14

September 4 (Tuesday) – 11

October 1 – 9

November 5 – 14

December 3 - 11

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made, entered into, approved and ratified this 10th day of April, 2017 by and between Kristi Smith ("Kristi") and the City of Inver Grove Heights, a Minnesota municipal corporation ("City"). Based on the covenants, agreements, recitals and consideration hereafter stated, Kristi and the City do hereby agree as follows:

ARTICLE 1 RECITALS

Recital No. 1. Kristi is the Finance Director for the City.

Recital No. 2. Kristi is a full-time, exempt employee of the City within the meaning of Section 1-6A-2 of the City Code.

Recital No. 3. Kristi is a supervisory employee and not subject to a collective bargaining agreement.

Recital No. 4. Kristi is not a veteran within the meaning of Minnesota Statutes, Sections 197.447 and 197.46.

Recital No. 5. The City and Kristi have mutually determined to cease the employment relationship between Kristi and the City effective at 4:30 p.m. on December 29, 2017 ("Resignation Date").

Recital No. 6. From the date hereof until the Resignation Date, Kristi will continue her employment as Finance Director with the City subject to the terms and conditions of this Agreement and subject to the provisions of the City's Personnel Policy found in Section 1-6A-1 through Section 1-6A-28 of the City Code.

Recital No. 7. Kristi is moving from the State of Minnesota to State of Arizona. The City wishes to retain Kristi as an employee through the Resignation Date, at which time the resignation of Kristi will become effective and Kristi will no longer be an employee of the City.

ARTICLE 2 RESIGNATION

2.1. **Resignation.** Kristi hereby resigns as Finance Director and resigns as an employee with the City effective 4:30 p.m. on December 29, 2017 ("Resignation Date"). The City hereby accepts the resignation.

Kristi may resign earlier than December 29, 2017 provided Kristi gives the City 14 days advance written notice of the earlier Resignation Date. The earlier date shall then become the Resignation Date under this Agreement.

Upon 14 days advance written notice to Kristi, the City, without the consent of Kristi, may set a Resignation Date earlier than that provided in paragraph 1 or in paragraph 2 of this

Section 2.1; in such case, the earlier date set by the City shall become the Resignation Date under this Agreement.

If the City and Kristi mutually determine that they want to extend the Resignation Date, then on or before December 1, 2017, the City and Kristi shall enter into an amendment to this Agreement that extends the Resignation Date to a mutually agreeable date.

2.2. **Status as Employee.** From the date of this Agreement until the Resignation Date, Kristi shall continue to be the Finance Director and an employee of the City, subject to the terms of this Agreement and subject to the provisions of the City's Personnel Policy found in Section 1-6A-1 through Section 1-6A-28 of the City Code.

2.3. **Vacation Leave.** From the date of this Agreement until the Resignation Date, Kristi shall continue to accrue vacation leave at the accrual rates established by Inver Grove Heights City Code, Section 1-6A-12-1(A) (2016).

Pursuant to Inver Grove Heights City Code, Section 1-6A-12-1(F) (2016), Kristi shall be compensated for any accrued but unused vacation leave remaining as of the Resignation Date. Compensation for Kristi's accrued but unused vacation leave shall be paid by City to Kristi by the next regularly scheduled payroll following the Resignation Date. The City shall not make any contribution to the Public Employees' Retirement Association (PERA) as a result of any lump sum payment for accrued but unused vacation leave, pursuant to Minn. Stat. § 353.01, subd. 10(b)(2).

2.4. **Personal Leave.** From the date of this Agreement until the Resignation Date, Kristi shall continue to accrue personal leave at the accrual rates established by Inver Grove Heights City Code, Section 1-6A-12-2(B) (2016). Kristi understands that the maximum accrual of personal leave hours is 480 hours, but that up to an additional 80 hours of personal leave can be transferred to the employee's health care savings plan.

Pursuant to Inver Grove Heights City Code, Section 1-6A-12-2(F) (2016), Kristi shall be compensated for any accrued but unused personal leave remaining as of Resignation Date. Compensation for Kristi's accrued but unused personal leave shall be paid by City to Kristi by the next regularly scheduled payroll following the Resignation Date. The City shall not make any contribution to the Public Employees' Retirement Association (PERA) as a result of any lump sum payment for accrued but unused personal leave, pursuant to Minn. Stat. § 353.01, subd. 10(b)(2).

2.5. **Holidays.** From the date of this Agreement until the Resignation Date, Kristi shall be entitled to the recognized Holidays, as established by Inver Grove Heights City Code, Section 1-6A-15-1(A).

2.6. **Retirement Benefits.** From the date of this Agreement until the Resignation Date, the City shall contribute to PERA the City's regular portion of retirement benefits to which Kristi is entitled.

2.7. **Health and Other Insurance/Continuation Rights.** From the date of this Agreement until the Resignation Date, the City shall continue to contribute the City's regular portion of Kristi's health care and other benefits (e.g. life insurance and disability insurance), at the same rate as the City does for other employees. The City will continue to take payroll deductions for Kristi's portion of existing benefits.

Kristi also understands and acknowledges that it is intended that she will receive a notice of her right to extend her health insurance at her own expense pursuant to state and federal law after the Resignation Date. This Agreement does not limit Kristi's health insurance continuation rights under the Consolidated Omnibus Budget Reconciliation Act of 1986 ("COBRA") or Minnesota law.

ARTICLE 3 WAGES

3.1. **Wages.** From the date hereof through the Resignation Date, the City shall pay Kristi wages proratable for that period of time based on an annual salary of \$128,000. Such wages shall be paid at the customary intervals that wages are paid to other employees, subject the usually and customary withholdings and deductions. Once the City adopts the "non-union wage scale" for 2017, the City shall retroactively adjust the base annual salary retroactive to January 1, 2017 by the same percentage increase that the City applies for other non-union employees for 2017 under the "non-union wage scale."

3.2. **Technology Equipment.** At the Arizona site Kristi must provide her own laptop computer, sufficient internet connectivity and other electronic technology devices to effectively perform her duties and establish communication channels. In exchange for Kristi undertaking the obligation stated in this Section 3.2, the City, beginning May 2017, shall pay Kristi \$50 per month at the end of each month to partially defray the cost of the obligation undertaken by Kristi under this Section 3.2.

ARTICLE 4 DUTIES, RESPONSIBILITIES AND EXPECTATIONS

4.1. **Duties, Responsibilities and Expectations.** From the date hereof through the Resignation Date, Kristi as an employee shall perform and meet the duties, responsibilities and expectations set forth on Exhibit A attached hereto, and such other duties and responsibilities as assigned by the City Administrator.

ARTICLE 5 DELIVERY OF SERVICES

5.1. **Manner of Performing Duties, Responsibilities and Expectations.** Kristi and the City shall cooperate to achieve the best practices for Kristi to perform the duties, responsibilities and expectations in light of the fact that Kristi may be offsite for substantial periods of time. Notwithstanding the foregoing, Kristi, as a minimum requirement, shall perform duties, responsibilities and expectations in the manner and at the times and by the means set forth on the attached Exhibit B.

ARTICLE 6 MISCELLANEOUS

6.1. **Data Practices Act.** Kristi and the City agree that this Agreement is a public document under the Minnesota Government Data Practices Act and will not be protected as private, confidential, or non-public information. This Agreement will be treated as public data within the meaning of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

6.2. **Complete Agreement.** Kristi and the City acknowledge and represent that no promise or representation not contained in this Agreement has been made to them, and acknowledge and represent that this Agreement contains the entire understanding between them and contains all terms and conditions pertaining to employment of Kristi to Resignation Date. This Agreement supersedes all previous agreements, whether oral or written, between Kristi and the City.

6.3. **Waiver.** No waiver of any provision of this Agreement shall be binding unless it is in writing and executed by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed to be or shall constitute a waiver of any other provision of this Agreement. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

6.4. **Binding Effect.** This Agreement and all covenants and releases set forth herein shall be binding upon and shall inure to the benefit of the respective parties hereto. The terms of this Agreement constitute a valid and binding contract.

6.5. **Governing Law and Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota without regard to its conflict of laws provision. The parties agree that any action arising out of this Agreement or with respect to the enforcement of this Agreement shall be venued in the Dakota County District Court, State of Minnesota.

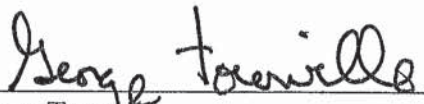
6.6. **Severability.** If any provision of this Agreement or application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application. To this end, the provisions of this Agreement are severable.

6.7. **Assignment.** Kristi may not assign this Agreement or any rights she may have under it to any other person or entity without prior written consent of the City.

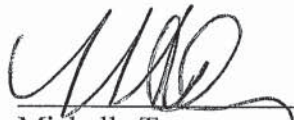
6.8. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and the counterparts shall together constitute one and the same agreement.

[The remainder of this page was intentionally left blank.]

CITY OF INVER GROVE HEIGHTS

By: 
George Tourville
Its: Mayor

Attested:

By: 
Michelle Tesser
Its: City Clerk

Kristi Smith

A handwritten signature in cursive script, reading "Kristi Smith", written over a horizontal line.

Kristi Smith

EXHIBIT A

DUTIES, RESPONSIBILITIES AND EXPECTATIONS

The Finance Director position description includes the essential accountabilities and expected outcomes enumerated below. In addition to these, the City requested a written response from Ms. Smith documenting the manner and/or method in which she plans to address these overall functions, as well as the specific expectations detailed below:

- 1) Direct, supervise, and maintain financial operations of the City by establishing appropriate administrative and internal procedures to effectively manage the financial operations of the City.
- 2) Plan, develop, maintain and evaluate fiscal policies, systems and procedures that will provide the City Administrator and the City Council with salient data and records for sound fiscal decision-making.
- 3) Coordinate, evaluate and record all aspects of initial budget preparation for submission to the City Administrator and the execution of adopted budgets.
- 4) Supervise City purchasing by reviewing, analyzing and approving purchases which are in accordance with adopted budget appropriations.
- 5) Effectively motivates employees, establishes performance goals to ensure job performance standards are clearly specified, deals with employee conflict, provides feedback to employees, disciplines when necessary, develops and coordinates employees training and professional development.
- 6) Effectively manages and directs the City's risk management program, including all City insurance and loss control/prevention activities.
- 7) Keeps the City Administrator, co-workers, and subordinates informed in regard to finance issues as necessary.

Specific expectations:

- Participate in Sr. Management Meetings as scheduled (typically weekly)
- Provide periodic (monthly, quarterly, and bi-annual) financial data to the Sr. Management Team and Council to enable sound financial decisions
- Respond to questions from each of the following: Council, Department Heads, Finance staff, City staff, Contractors
- Oversee staff operations and supervise Finance Department staff, including meeting at least once monthly with each staff member
- Provide city staff and others with contact information for the various functions within the Finance Department, to address emergencies or issues requiring an immediate response
- Review financial data to ensure accuracy, compliance, and adherence to budget (e.g. payroll, purchasing, billing, loss control)
- Prepare and present preliminary and final budgets before Council
- Attend Council meetings as directed in regard to other finance related agenda items, or to address significant financial matters
- Be physically in the office (i.e. work from City Hall) during normal office hours and to attend corresponding Council meetings as required, generally from the first Monday of each month through the end of the second Tuesday of the month, or similar schedule as agreed upon by the City Administrator.

EXHIBIT B
MANNER, TIMES AND MEANS FOR DELIVERY
OF DUTIES, RESPONSIBILITIES AND EXPECTATIONS

Responses to Exhibit A

- 1) Direct, supervise, and maintain financial operations of the City by establishing appropriate administrative and internal procedures to effectively manage the financial operations of the City.

There are no anticipated or pending procedure changes anticipated at this time. Procedures are already well established and any changes would likely be an extraordinary circumstance. Should something arise while I am working remotely I will be responsible for any changes and communication to appropriate staff. I will be available to assist the City Administrator and/or staff with any issues that may arise.

- 2) Plan, develop, maintain and evaluate fiscal policies, systems and procedures that will provide the City Administrator and the City Council with salient data and records for sound fiscal decision-making.

There will be no change to the methods used to plan, develop, maintain and evaluate fiscal policies, systems and procedures.

- 3) Coordinate, evaluate and record all aspects of initial budget preparation for submission to the City Administrator and the execution of adopted budgets.

The 2018 budget calendar is below and meetings will be set to accommodate my in the office dates. From a council perspective, I will be in attendance at work sessions scheduled for the first Monday of the month. From a department head perspective, Budget Committee meetings will be scheduled when I am in the office. The preliminary levy will be scheduled for the first council meeting in September and the final levy will be scheduled for the first council meeting in December. I can be contacted via phone, e-mail or Skype for any unanticipated meetings or general questions.

- 4) Supervise City purchasing by reviewing, analyzing and approving purchases which are in accordance with adopted budget appropriations.

Currently I randomly review invoices processed through accounts payable and review 100% of invoices paid by Wells Fargo credit card or submitted as an out-of-pocket transaction. Access to Tyler from outside City Hall will be required to review invoices. Wells Fargo transactions can be reviewed from anywhere as access is internet based.

With access to Finance department files and Tyler outside City Hall will allow monthly Treasurer Reports, golf course reports (in season) to continue. With access to Tyler quarterly financial reports will continue to be sent to council and department heads.

- 5) Effectively motivates employees, establishes performance goals to ensure job performance standards are clearly specified, deals with employee conflict, provides feedback to employees, disciplines when necessary, develops and coordinates employees training and professional development.

Annual performance evaluations will be completed by me with Mrs. Battles input. Training and professional development will continue as planned per the 2017 budget. A copy of which has been provided to the Human Resources Manager. Currently I hold a monthly department-wide meeting and meet individually with staff every four to six weeks. These meetings will continue to occur monthly and will be held while I am in the office. A summary of meeting topics will be shared with the City Administrator. While working remotely I will be available to answer any questions and address any issues.

- 6) Effectively manages and directs the City's risk management program, including all City insurance and loss control/prevention activities.

Currently the Accountant job description #4 states "Assists with risk management and insurance functions of the City. Prepares property schedules for insurance renewal application. Files and monitors all insurance claims, other than workers compensation." Bill Schroepfer, Accountant is tasked with this and keeps me apprised of any non-routine insurance claims. While I am working remotely I will be available to Mr. Schroepfer for any questions or updates.

As part of the upcoming renewal process staff will be having discussions with departments on what equipment should be listed on the insurance cost replacement schedule. These meetings will likely be scheduled with department heads (or delegates) while I am in the office. Follow-up communication may be via e-mail or phone.

- 7) Keeps the City Administrator, co-workers, and subordinates informed in regard to finance issues as necessary.

While working remotely communication may be primarily e-mail related, however, messages will be related in the best communication method available (e-mail, phone, Skype, etc.). Sr. Management meetings and Council meetings will be attended as outlined below.

Specific expectations:

- Participate in Sr. Management Meetings as scheduled (typically weekly)
- Provide periodic (monthly, quarterly, and bi-annual) financial data to the Sr. Management Team and Council to enable sound financial decisions
- Respond to questions from each of the following: Council, Department Heads, Finance staff, City staff, Contractors
- Oversee staff operations and supervise Finance Department staff, including meeting at least once monthly with each staff member
- Provide city staff and others with contact information for the various functions within the Finance Department, to address emergencies or issues requiring an immediate response
- Review financial data to ensure accuracy, compliance, and adherence to budget (e.g. payroll, purchasing, billing, loss control)
- Prepare and present preliminary and final budgets before Council
- Attend Council meetings as directed in regard to other finance related agenda items, or to address significant financial matters
- Be physically in the office (i.e. work from City Hall) during normal office hours and to attend corresponding Council meetings as required, generally from the first Monday of each month through the end of the second Tuesday of the month, or similar schedule as agreed upon by the City Administrator.

General response to specific expectations:

Generally, I would be in the office about one-third of the work days each month. I would arrive prior to the monthly work session and attend the first council meeting each month. I would attend the first two Sr. Management meetings in person and be available via Skype or phone for all other meetings. I will meet with the City Administrator once while in the office and via Skype or phone at least once while working remotely. I currently have regular meetings with each staff member and with the department as a whole. These meetings will occur while I am in the office.

I believe the use of technology will allow me to work remotely and be available and work effectively. I will need access to Tyler as well as files located on the H and Y (Finance and Shared) drives. I will access these remotely from my personal devices.

Currently my Outlook calendar includes the dates I will be in the office, staff leave time, as well as my leave time. If I work less than 40 hours per week I will utilize leave time (same as I have in the past).

My in the office schedule would be as follows for 2017:

April 3 – 11

May 1 – 9

June 5 – 13

July 10 – 14 (no work session so Budget Committee meetings would be held this week)

August 7 – 15

September 5 (Tuesday) – 12 (preliminary levy will be on the agenda for first council meeting)

October 2 – 10

November 6 – 9 (Friday, November 10th is a holiday and I would not likely have any RFCA items)

December 4 – 12

Shannon Battles, Senior Accountant would be the primary contact while I am working remotely but I can be reached via phone, e-mail or Skype.

Financial reporting to council and departments should not be impacted.

2018 Proposed Budget Calendar

May 1, 2017	Work Session Initial discussion, review/revise calendar, establish direction
August 7, 2017	Work Session Introduction of preliminary 2018 General Fund budget and presentations of General Fund requested budget additions
September 5, 2017 (Tuesday)	Work Session Cash balances, fund balances and reserves, debt service Handouts – Base Budget Benefited Positions by Department, Base Budget FTE Benefited Positions and Base Budget Hours and FTE Non-Benefited Positions
September 11, 2017	City Council Adopt 2018 Proposed Budgets and Tax Levies
October 2, 2017	Work Session Recreation, Community Center, Golf, ADA, EDA and TIF Funds
November 6, 2017	Work Session Water, Sewer, Storm Water, Internal Service Funds, Central Equipment Replacement and CIP
December 4, 2017	Work Session Final review of 2018 budgets and tax levies
December 11, 2017	City Council Adopt 2017 final budgets and tax levies

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: May 14, 2018
 Item Type: Consent Agenda
 Contact:
 Prepared by: Joe Lynch, City Administrator
 Reviewed by:

Fiscal/FTE Impact:

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

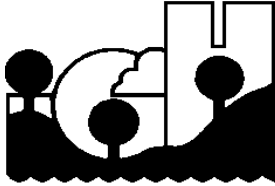
PURPOSE/ACTION REQUESTED

Council is asked to authorize the City Administrator and Human Resources Manager to advertise for the opening for the Communications Manger and Communications Specialist positions and proceed to make a recommendation to Council for hire.

SUMMARY

On February 28th Council received information about these positions including background on the budget, costs, work responsibilities and request for action to proceed. Council requested additional information and a follow up Memorandum was given to clarify on March 26th. A subsequent email was distributed as follow up to information that was not a clear as it could have been to note the types of jobs in other cities as well as a comparison of pay scales for such positions.

I have enclosed a copy of the February 28th and March 24th Memorandums, as well as the job descriptions for these positions. Council had wanted to wait until the meeting with the Department Heads on April 30th, during which time the Department Heads presented the outline of their Five-Year plans. These, in my opinion, are a priority for the city to assist in our overall communications scope. I recommend that Council authorize the Human Resources Manger and me to proceed with advertising for the positions, interview candidates and return with recommendations for hire.



CITY OF INVER GROVE HEIGHTS

MEMORANDUM

TO: Mayor & City Council

FROM: Joe Lynch, City Administrator

SUBJECT: Communications Division Strategies

DATE: March 1, 2018

Encl: Communications Manager position description
Marketing Coordinator position description

Background:

I have been continually in communication with the City Council about my concern for and recommendation to improve our communications, both internally and externally. I have requested a position in each of the last three (3) budgets and have not yet achieved the ability to handle our communications in a comprehensive and coordinated manner.

This is my plan to achieve the objective to have our communications and marketing handled by persons with the knowledge, skill and ability to develop a Comprehensive Communications Plan and to work with Department Heads, supervisor and other staff to carry that plan out for the City.

We are attempting to handle our communications through a very diffuse system with various positions; the Adm. Services Coordinator, City Clerk, Government Administration Interns and Department Heads and others attempting to make do while doing their other full-time duties.

We currently have a P.T. Marketing Coordinator position budgeted in 2018. This is a 30 hour a week position. We have been without a Marketing Coordinator since death of incumbent in September 2017. We have staff who have picked up the duties of this position and filling in admirably, but this is not the best situation because communications is not their forte and usually is lower on the priority list of things to get done behind the regular aspects of the job.

We have no comprehensive Communications Plan. We do not have a coordinated effort through centralized services for communications.

The Council has asked staff to develop and establish standards for things such as a Power Point Presentation form and establishing a standard and expected response times for dealing with complaints. We should expect at least the same for and from our communications.

What's covered

The following are examples of what we are currently managing through this system of part time, occasional, communications management: Website management, maintenance and edits, social media information and responses for the City including Facebook, Twitter and others, our newsletter, Insights, is very popular and has grown in terms of size and need for information on a bi-monthly basis, Press Releases, news articles/responses to media inquiries marketing to our VMCC, Golf Course and recreation program customers, marketing to trail and parks users, Disc Golf Course users and bike trail enthusiasts, annual Reports to County, State and Federal agencies as a requirement for funding or reporting (Annual Utility Report, Audit Communication, GASB Reporting, Grant Funding)

What's needed

The following are examples of items that have not been addressed and are needed or desired: Police Department social media presence including their own Facebook and Twitter, Fire Department social media presence including their own Facebook and Twitter, an internal communications device for city employees, transportation/construction project communications to neighborhoods about the timing/calendar, delays, and detours/closings. As mentioned above, we do not have Master Communications Plan – establishing standard format, style, and text. We also need to market to our community and others in the Metro area about access to a regional amenity -Heritage Village Park, access to the Mississippi River National Park area, our newest addition of a Dog Park and economic development marketing of properties and locations in city for development/redevelopment

Strategy

I recommend that we establish a Communications Manager position in addition to Marketing position. This position would report to City Administrator and the Marketing Coordinator position, which is already established, would report to the Communications Manager. The Marketing Coordinator position was part of Compensation/Classification Study and is fully funded for 2018. I have had Bjorkland Compensation Consulting review both positions through our Classification and Compensation Plan, as well as ensuring compliance with Comp Worth. Both are reflected in the salary scales presented.

The Communications division would work with the Department Heads on establishing the Master Communication Plan and then individualizing it for each Department needs.

The Communications Manager would work with Police and Fire Departments on establishing the social media outlets and management of information. Both positions would work to create an internal communications medium for providing information to employees

The Communications Manager would manage the website and coordinate the City's Facebook and Twitter accounts, posts, links and updates.

Costs

Marketing Position – report to Communications Manager

This position is currently in the 2018 budget. 10% (\$ 8,373) of the cost is allocated to Recreation and 90% (\$75,353) of the cost is allocated to the VMCC. This is a Part Time, 30 hour a week, benefitted position.

As a recommendation, the Communications Manager position would be established at a proposed pay Scale of \$81,600 - \$103,688. At the initial step, which is where we would start the position, the full cost of salary plus benefits is \$104,880

Funding

The proposal is to fund the Communication position in the following manner:

Department allocations: Administration, Finance, Community Development, and Public Works would each contribute \$5,000 each (\$20,000Total).

The Police and Fire Departments would contribute \$10,000 each (\$20,000 total).

The Sewer and Water Funds would contribute \$20,000 each (\$40,000 total).

The Sustainability Funds would contribute \$20,000 and the Recycling Grant for Dakota County would contribute \$10,000. The Dakota County Grant funding is budgeted \$30,000 higher than it was in 2017 due to the expectations that the city do more education and information about several programs including organics collection, as well as a reflection of the amount of money that city has spent in the past for these activities.

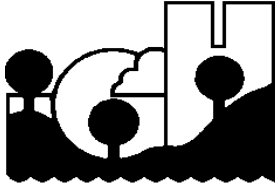
The total collected from all of these sources is \$110,000

In recent discussions with all Department Directors, to a person, they support the need for this position and centralization of all of our communication efforts, as well as the recommended funding for this position in 2018.

No additional funding is needed for 2018 for establishing both positions. There is no impact to the Tax levy.

Recommendation

Authorize the City Administrator to proceed with advertisement for both positions, seek candidates and proceed with process to hire both positions.



CITY OF INVER GROVE HEIGHTS

MEMORANDUM

TO: Mayor & City Council

FROM: Joe Lynch, City Administrator

SUBJECT: Communications Strategies Follow up

DATE: March 26, 2018

Background:

On March 12, City Council heard a presentation on a recommendation to create a new position, Communications Manager, and hire a replacement for a previous position, Marketing Coordinator. During discussion, Council requested information from other cities on job descriptions, salaries and example of Communications Plans.

Enclosed within are job descriptions from various cities with either a Communications Manager, Coordinator or some other variation of the position. As well, there are job descriptions for Marketing positions as well as a salary survey from cities with positions. There are also two examples of Communications plans from communities similar to Inver Grove Heights to provide information and background on what such a plan might look like and cover.

I would like to provide some more background and respond to some information and questions that came up during the meeting.

We do not typically meet with Union representatives to negotiate the wage scale of an existing position. That is why we did not meet with the Union. The position was previously combined with another and called Guest Services Supervisor/Marketing Coordinator. The incumbent in the position at the time had requested consideration to work less than full time, but the Parks & Recreation Director brought forward a way to separate the duties, create a Supervisory position and allow the Marketing portion of the position to work less than full time. The position description for the marketing Coordinator was not changed at the time to reflect the fact that the position no longer supervised, scheduled, evaluated performance or was responsible for any discipline for any other employees. The pay scale was not adjusted to reflect these changes, it was simply reduced because the number of hours worked were reduced.

The job description you reviewed for the Marketing Coordinator went through our Classification and Compensation system review, was evaluated by the incumbent in the position at that time and by the Department Director and now more accurately reflects the duties of the position, as well as the fact that it no longer is a Supervisory position, which is a big part of the reason that the pay scale was higher before.

If authorized to proceed, we will meet and negotiate the wage scale for this position, based upon where it has been slotted in the proposed new Classification and Compensation plan.

This is not a support position. It is a professional marketing one. It will report to the Communications Manager and not the Parks & Recreation Director going forward. Communications will be a division within Administration and the manger position will report directly to the City Administrator.

The funding for both positions is in the 2018 budget. I would seek your authorization at the April 9th meeting to begin advertising for both positions and use an inclusive process whereby many staff members and Department Heads would assist in the interview and recommendation process.

As noted before, the Parks & Recreation Department and the VMCC have been without this position since last year. They would like to get someone on board as soon as possible to ehlp them with their program, brochure development and marketing efforts for the parks the VMCC and the Golf Course.



CITY OF INVER GROVE HEIGHTS

JOB DESCRIPTION

Job Title: Communications Manager

Revision Date: April 3, 2018

Last Classification Review: February 7, 2018

Exempt Status: Exempt

Department: Administration

Reports To: City Administrator

Job Summary:

Under the direction of the City Administrator, the Communications Manager is responsible for all aspects of the City's internal and external communications activities, including print media, social media and public relations. Position responsibilities include the development and implementation of the City's Communications Plan, and managing the communications and marketing functions and staff.

Supervisory Responsibilities:

Direct Supervision: Communications Specialist

Indirect Supervision: Communications and/or print media consultants, contractors, and temporary staff

Essential Duties and Responsibilities:

Manages and oversees the City's Communications functions.

- Develops and oversees the implementation of the City's Communication Plan; presents Plan and objectives to Council and staff annually. Monitors and coordinates related efforts of City staff to ensure overall adherence.
- Manages the Communications Specialist position to ensure effective marketing and advertising of city programs and services.
- Manages the City's website; ensures maintenance, functionality, usability within ADA regulations and standardization amongst departments.
- Oversees City's website contract and services with third party vendor.
- Manages social media including but not limited to Twitter, Instagram, Facebook; provides oversight to various department Facebook and other social media accounts.
- Responsible for the management and coordination the City's bi-monthly newsletter, including compiling, writing/editing news articles, and coordinating copy, production, and mailings.
- Researches and implements the creation of an internal communication device for employees to update staff and call attention to programs/products or services available.
- Coordinates with the cable commission on outreach programming and targeted marketing activities.

Conducts and performs activities and assists in implementing public relations and public information services for the City.

- Assists Administration in addressing sensitive public relation issues; provides guidance to other City departments and the Police Department's public relations and media liaison.
- Writes press releases, articles, and creates posts to website or social media outlets to provide public information concerning City initiatives or issues.
- Acts as the City's spokesperson as directed by the City Administrator.
- Responds to citizen and council requests and concerns.

Administers Communications budget and expenditures.

- Prepares budgetary requests and makes recommendations to the City Administrator.
- Prepares Communications budget in conjunction and in coordination with the City Administrator.
- Reviews and approves expenditures and submits invoices for payment.

- Negotiates with vendors providing contracted services.
- Monitors department revenues.
- Serves as an adjunct member of the City's Administration team. Provides support and feedback for City initiatives, issues and/or special projects. Performs special projects as delegated by the City Administrator.

Performs other duties of a comparable level or type, as required.

Minimum Qualifications:

Requires a minimum of a Bachelor's Degree in Communications, Marketing or related field and at least 5 years of work experience in the areas of government, business, and public communications or an equivalent combination of education and experience. Requires a valid driver's in the State of MN.

Desired Qualifications:

Five years of experience in managing an organization's communication, public relations and marketing efforts and have government experience.

Essential Knowledge And Specialized Subject Knowledge Required To Perform The Essential Functions Of The Job:

- Pertinent federal, state, local laws and codes.
- City government organization, City administrative policies and procedures.
- Computer applications within the department and general business/office productivity software.
- Website management and social media processes and procedures.

Essential Skills Necessary To Perform The Work:

- Oral and written communications.
- Public relations, presentational, public information, and social media skills.
- Organizational and time management skills.
- Project management skills.
- Using and operating computers and utilizing general business productivity software/applications (e.g. word processing, spreadsheets, presentational software, email, etc.).

Work Environment:

Works in a public service environment. Will deal with clients and public requiring judgment and discretion when dealing with the public matters that can involve some disagreeable human interactions.

Physical Job Requirements:

Employee is required to occasionally stand and walk; frequently sit, reach with hands and arms, and use hands/fingers dexterously. Exerting up to 25 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

Department Head's Signature

Date

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment of the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

The City is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.



CITY OF INVER GROVE HEIGHTS JOB DESCRIPTION

Job Title: Communications Specialist

Revision Date: April 3, 2018

Last Classification Review: March 1, 2018

Exempt Status: Non-exempt

Department: Administration

Reports To: Communications Manager

Job Summary:

Under the direction of the Communications Manager, the Communications Specialist is responsible for coordinating and implementing all marketing and advertising requirements and activities for the Department of Parks and Recreation including the Veterans Memorial Community Center and Inver Wood Golf Course to increase public awareness of City programs/services, to increase program participation; increase revenues and appreciation or value of City amenities. Assists the Communications Manager in providing marketing and communications support for other departments and City-wide programs, publications and social media.

Supervisory Responsibilities:

Direct Supervision: None

Indirect Supervision: None

Essential Duties and Responsibilities:

Designs, coordinates and edits the seasonal Parks & Recreation brochure to promote all park and recreation programs, events, leagues and amenities.

- Receives and reviews descriptions and copy from recreation coordinators.
- Edits and organizes copy.
- Takes photos for the publication.
- Adds, deletes copy and solicits advertising for the brochure.
- Assembles and directs the printer to produce the marketing material and for distribution to City residents and businesses.

Manages social media sites (e.g. Facebook, Twitter, Instagram) for Parks and Recreation programs and other departments as assigned, including site content, proper message/intent, and responds to site questions from the public and staff in conjunction and coordination with the Communications Manager.

Manages the Park & Recreation portion of the City's website in coordination with the Communications Manager.

- Creates content.
- Makes content interactive and easy to navigate.
- Monitors and updates site information.

Assists in creating marketing materials including post cards, trifold and flyers. Distributes and promotes department programs and services through mailings, email, and internal marketing or other sources. Collaborates with department staff and managers to gather materials, facilitate communication and marketing efforts.

Creates outside ads for newspapers, magazines and external websites.

Manages the marketing budget established for the Parks and Recreation department marketing services.

Assists the departmental personnel in compiling, analyzing program feedback and evaluation through participant/public surveys.

Assists the Communications Manager in providing marketing and communications support for other departments and City-wide programs, publications and social media.

Completes marketing and communications projects as assigned and provides back-up assistance to the Communications Manager to ensure timely communications to the public including posting of press releases on social media.

Performs other duties of a comparable level or type, as required.

Minimum Qualifications:

Requires a minimum of an Associate's Degree (Bachelor's preferred) in Marketing, Communications, Graphic Arts or a closely related field and 2 years experience in marketing, communication or directly related experience; or an equivalent combination of education and experience to perform the work, and a valid MN driver's license. Desired qualifications include 2 years' experience with creating graphics, web design, desktop publishing and related publishing tools and resources.

Essential Knowledge And Specialized Subject Knowledge Required To Perform The Essential Functions Of The Job

- Fundamentals and practices of marketing and communications management.
- Principles, techniques and methods and approaches to marketing design, implementation and analysis.
- Principles, techniques, standards and approaches to graphic design, desktop publishing, photography and print management.
- Knowledge of the City of Inver Grove Heights' communication plan and the Park & Recreation Department's vision, mission and marketing actions plans, objectives and goals in alignment with that plan.
- Knowledge of social media approaches, vehicles and outreach techniques.
- Web design and website maintenance.
- Knowledge of business productivity software, and specialty software/applications (i.e. Adobe, Max Enterprise, Civic Plus, etc.).

Essential Skills Necessary To Perform The Work:

- Advanced communication, presentational, and writing skills.
- Interactions require persuasion, instruction and working with others to gain cooperation and understanding of marketing issues/needs/initiatives consistent with the objectives and vision of Park & Recreation.
- Advising and makes recommendations to managers and staff concerning marketing and communication efforts and approaches.
- Creating digital content and marketing.
- Implementing and coordinating public relation and communication programs and initiatives.
- Project and time management.
- Writing, editing, producing copy and communicating department initiatives and programs to the public.
- Managing social media and websites to promote, inform and market programs, services, and amenities of the department.
- Performing desktop publishing, layout, design, photography and print management.
- Utilizing and operating web based and graphic design software and applications.

Work Environment:

Work is of an administrative nature. Duties are performed primarily in a City office setting, where there are minimal hazards and risks associated with the performance of assign responsibilities.

Physical Job Requirements:

Employee uses hands and fingers dexterously to handle or feel continuously; frequently sits, talks, hears and listens ; on occasion stoops, kneels and/or crouches in the performance of the job. Exerting up to 25 lbs. pounds of force occasionally, and/or a negligible amount of force constantly to lift, carry, push, pull, or otherwise move objects, including the human body.

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

Department Head's Signature

Date

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment of the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

The City is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Minnesota Department of Employment and Economic Development Host Community Grant Application

Meeting Date: May 14, 2018
Item Type: Consent Agenda
Contact: Thomas J. Link: 651-450-2546
Prepared by: Tom Link, Director of Comm. Dev.
Reviewed by: NA

*ML***Fiscal/FTE Impact:**

- | | |
|--------------------------|------------------------------------|
| ☐ | None |
| ☐ | Amount included in current budget |
| ☐ | Budget amendment requested |
| ☐ | FTE included in current complement |
| ☐ | New FTE requested – N/A |
| ☐ | Other (Revenue) |

PURPOSE/ACTION REQUESTED

The City Council is to consider adopting the "Resolution Approving Application to Minnesota Department of Employment and Economic Development for Host Community Grant Funds", as attached.

BACKGROUND

Special legislation was passed a few years ago that provides the City of Inver Grove Heights with Host Community Grant funds, through the Minnesota Department of Employment and Economic Development (DEED). To be eligible for the grant, a project must result in economic development, especially growth in tax base and employment. In past years, the City used DEED grants to acquire the River Country Cooperative and the McPhillips residential properties, in anticipation of industrial redevelopment. DEED funds are also being used for the reconstruction of Broderick Boulevard.

The grant application for the 2018-2019 funds, in the amount of approximately \$415,000, must be submitted to DEED by June 1. If the application is not submitted by that deadline, the funds will be lost. Staff is suggesting that this year's grant application be used again for the reconstruction of Broderick Boulevard. This project relates to economic development since the road is one of two major roads to serve the Arbor Pointe commercial neighborhood. This commercial neighborhood, with its several vacancies, has seen a decrease in tax base and employment. The DEED staff has stated that the Broderick Boulevard reconstruction would comply with the eligibility requirements for the Host Community Fund program.

CONCLUSION

Staff recommends adoption of the "Resolution Approving Application to Minnesota Department of Employment and Economic Development for Host Community Grant Funds", as attached.

Attachment: Resolution

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

RESOLUTION NO. _____

**RESOLUTION APPROVING APPLICATION TO MINNESOTA DEPARTMENT OF
EMPLOYMENT AND ECONOMIC DEVELOPMENT FOR HOST COMMUNITY
GRANT FUNDS**

WHEREAS, the City of Inver Grove Heights is a Host Community under Minnesota Statute §116J.548;

NOW THEREFORE BE IT RESOLVED that Mayor George Tourville act as the legal Sponsor for the project contained in the Host Community Grant Program to be submitted on May 15, 2018

And that Mayor George Tourville is hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of the City of Inver Grove Heights.

BE IT FURTHER RESOLVED that the City of Inver Grove Heights has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure adequate project administration.

BE IT FURTHER RESOLVED that the City of Inver Grove Heights has not violated any Federal, State or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its application by the state, the City of Inver Grove Heights may enter into an agreement with the State of Minnesota for the above referenced project, and that the City of Inver Grove Heights certifies that it will comply with all applicable laws and regulation as stated in all contract agreements.

NOW, THEREFORE BE IT FINALLY RESOLVED that the Mayor and the Clerk are hereby authorized to execute such agreements as are necessary to implement the project on behalf of the applicant.

Adopted by the City of Inver Grove Heights this ____ day of May, 2018.

Ayes:

Nays:

SIGNED:

WITNESSED:

George Tourville, Mayor

Michelle Tesser, City Clerk

(Date)

(Date)

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Contract with Becker Arena Products for West Rink Dasher Boards

Meeting Date: May 14, 2018
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve a contract with Becker Arena Products for the West Rink dasher boards under the National Joint Powers Agreement (NJPA). The cost for the dasher boards is \$165,245.57. The purchase is funded internally with an interest free loan from the Central Equipment Fund and paid back over a 10-year period from the Host Community Fund paying 10% and the City of Rosemount paying 90%.

SUMMARY

The Veterans Memorial Community Center opened in 1996 and has provided local hockey and skating enthusiasts a significant improvement over the former IGH Bubble. In 2017 we made improvements to the East Rink which included the rink floor, dasher board system, and ADA modifications.

In February of this year the City Council approved a Joint Powers Agreement (JPA) with the City of Rosemount for improvements to the West Rink. Under the terms of the agreement, the City of Rosemount will reimburse the City 90% of the project costs over a 10-year period.

Staff recommends purchasing dasher boards for the West Rink using the National Joint Powers Agreement (NJPA) which we are a member of (member number 40301). The purchase price is \$165,245.57. Details are as follows:

- The new dasher boards in the West Rink will be the same color scheme as the new dasher boards in the East Rink (yellow kick plate, white dasher, red rail). The difference between the East rink and West rink will be that the East Rink has 8' glass all the way around the rink. The West Rink will have 6' glass all the way around the rink (currently the West Rink glass is 4' on the ends and 3'6" on the sides).
- Based on the fact that the West rink is used for soccer/lacrosse/etc. 8 months out of the year, we will also be putting netting up all the way around the rink to keep pucks/balls from leaving the playing surface.
- The East Rink the goal line was moved to 11' to conform with the USA Hockey specifications. We will be doing the same on the West Rink.
- The current dasher boards become the property of Becker Arena Products



Customer #: INV000

Quotation #: 10003612

Revision #: 2

Date: May 3, 2018

Proposal Expiration Date: May 26, 2018

Your Sales Consultant: Brad Peterson

Prepared For:

Project Location:

Mr. Eric Carlson

Veterans Memorial Community Center

8055 Barbara Avenue

Inver Grove Heights, MN 55077

Same

Thank you for considering Becker Arena Products, Inc., we appreciate the opportunity...

Benefits of Choosing to Partner with Becker Arena Products

- A stable and reliable company since 1988
- A staff with in-depth knowledge of the industry and products
- Quality products that last
- Experienced and professional installers
- Excellent customer service
- Worry Free Projects - Guaranteed

This system is available through the NJPA Cooperative Purchasing Program at discounted pricing. [BECKER ARENA PRODUCTS, INC – VENDOR CONTRACT #030117 – BAP](#)

The National Joint Powers Alliance (NJPA) is a municipal contracting government agency that serves education and government agencies nationally through competitively bid and awarded contract purchasing solutions. Over 50,000 Member agencies enjoy the value and commitment of the world-class NJPA awarded Vendors. Take advantage of the cooperative purchasing discounts shown here in this quotation mentioning our contract #030117-BAP when ordering. You must be a member and contracting authority. Ask your sales person for a copy of the NJPA Contract Purchasing information booklet or go to www.njpacoop.org for more information.

Confidential: This document contains proprietary and confidential information that is owned and is of significant value to Becker Arena Products, Inc. No unauthorized use, disclosure or reproduction of any of this information is permitted without the prior written consent of Becker Arena Products, Inc.

Becker Arena Products, Inc. | 720 Innovation Drive Shakopee, MN 55379 | Toll Free (800) 234-5522 | www.beckerarena.com



Per your recent request, below please find the budget pricing for the following dasher board system.

BAP6.0 SIGNATURE SERIES HOCKEY DASHER BOARD SYSTEM

Becker Arena Products, Inc. shall furnish and install one custom built BAP6.0 *Signature Series* dasher board system along with related options and accessories. The pricing is based on the information furnished and will include the following items and features.

DASHER FRAMING & POLYETHYLENE FACING, CAP RAIL & KICK PLATE

Rink Size: 200' x 85' x 28' radius - 626 lineal feet of 42" high BAP6.0 *Signature Series* galvanized steel frame dasher boards (Ring with box divider panels and back wall to boxes)
 1/2" white high-density polyethylene dasher facing
 1/2" x 8" high yellow high-density polyethylene kick plate
 3/4" red high-density polyethylene cap rail
 All panels pre-assembled
 All panel steel framing hot dip galvanized after fabrication
 Re-use existing anchors (New 5/8" drilled-in epoxy anchors as required)

GATES

One 10'-0" radius double leaf equipment gate complete with heavy duty adjustable hinges, slide bar, cane bolts and heavy-duty casters
 Four 2'-6" player box gates with heavy duty hinges and lift latches
 Two 2'-6" penalty box gates with heavy duty hinges and ice side push button latches
 Two 3'-0" straight access gates with heavy duty hinges and ice side push button latches
 Two each ADA (3'-3-1/4" wide) access gates in the end dividers of the player boxes
 One each ADA (3'-3-1/4" wide) access gate in the back wall of the timekeeper box
 1" thick high-density polyethylene thresholds on player, penalty and access gates

PLAYER, PENALTY AND TIMEKEEPERS AREA

Player boxes – Two each 5'-5" deep x 30' long with side divider panels and back walls
 Penalty boxes – Two each 5'-5" deep x 8' long with side divider panels and back walls
 Timekeeper box – One each 5'-5" deep x 8'-0" long with side divider panels and back wall
 325 square feet of elevated steel frame flooring in the player boxes complete with 3/8" black stamina protective matting (No elevated floors in the penalty & timekeeper boxes)
 Two each steel frame ADA ramps – 5'-5" wide x 8' long ramp with a 5'-5" x 8'-6" landing at the top of the ramp. Open side of ramp to be covered with 3/8" white high-density polyethylene.
 Ramps and landings to be covered with 3/8" black stamina protective matting. Ramps to have handrails on both sides. 1-1/4" steel pipe – powder coated white.
 120 square feet of 3/8" black stamina protective matting in the penalty and timekeeper boxes
 54 lineal feet of 7" high x 18" wide elevated steel frame coach's walkway in the player's boxes
 68 lineal feet of 1-1/2" thick x 9-1/2" wide black recycled plastic benches with steel frames and supports in the player and penalty boxes (28' in each player box & 6' in each penalty box) Each player box to have removable benches to accommodate a 5' x 5' landing area for ADA access.
 84 lineal feet of 3/8" thick white high-density polyethylene backer sheet in the player and penalty boxes complete with built-in shelving in the player boxes
 One each 18" wide x 96" long solid polyethylene timekeeper table



TEMPERED GLASS SHIELDING

232 lineal feet of **15mm (5/8") x 6'-0"** high tempered glass shielding for the ends and radius corners of the rink complete with two-piece anodized aluminum shield supports
 10 lineal feet of **545" x 6'-0"** high RinkShield acrylic shielding for the two gate leafs for the equipment gate complete with anodized aluminum shield supports
 324 lineal feet of **12mm (1/2") x 6'-0"** high tempered glass shielding for the sides of the rink including on the side dividers and back walls of the boxes complete with two-piece anodized aluminum shield supports
 Shield termination padding

PROTECTIVE NETTING

12' high black nylon puck control netting above the shielding for the entire perimeter of the rink including all cable, conduit frame and hardware. (To be installed in multiple sections around the entire perimeter – To be installed on the back of the player, penalty & timekeeper boxes)

PERMANENT & QUICK RELEASE BACKER PANELS

422 lineal feet of 3/8" white high-density polyethylene full height permanent backer panels around the perimeter of the rink
 48 lineal feet of 3/8" white high-density polyethylene quick release full height backer panels around the perimeter of the rink designated areas. (Soccer goals, adjacent to soccer goal on one end and area where panels are removed to access soccer turf)
 62 lineal feet of 3/8" white high-density polyethylene partial height permanent backer panels at the spectator area of the rink (Approximately 13.5" high)

REMOVAL & TRADE-IN OF EXISTING DASHER BOARDS

Becker Arena Products, Inc. will be responsible for the complete removal of the existing dasher board system including packaging and shipping. Includes all required labor and materials for the removal **(Non-union- Non-prevailing wage labor)**. **Dasher board system becomes the property of Becker Arena Products**

INSTALLATION

Becker Arena Products, Inc. will furnish a crew for the complete installation of the dasher system, shielding and cast-in place anchors. Price includes installation labor **(Non-union labor / Non- prevailing wage rate)** and required forklift & personnel lift.

TOTAL PRICE DELIVERED AND INSTALLED

\$ 173,942.71

NJPA – NATIONAL JOINT POWERS ALLIANCE PURCHASING PROGRAM DISCOUNTS

BECKER ARENA PRODUCTS, INC – VENDOR CONTRACT #030117 – BAP

NJPA BASE PRICE DISCOUNT – 5%

[\$ 8,697.14]

BASE PRICE WITH 5% NJPA DISCOUNT

\$ 165,245.57

Accept _____



Please Note: Taxes are the responsibility of the purchaser. Prices do not include special insurance requirements, bonding, or applicable permits and/or license fees. Prices subject to site visit and/or receipt of final construction drawings and specifications. If sales tax is applicable it will be added to the proposal totals and noted on a Contract Summary Sheet that will be sent back with your executed contract.

All payment terms are based on credit approval.

Our Standard Payment terms are:

45% due upon placement of order	(\$ 74,360.50)
45% due 10 days prior to delivery	(\$ 74,360.50)
10% due net 30 days after delivery and installation	(\$ 16,524.57)

The above payment amounts will be filled in based on total contract price and any applicable sales tax and sent back on the Contract Summary Sheet with your executed contract.

We are looking forward to the opportunity of working with you on your project and if we can be of further assistance please do not hesitate to call.

This proposal is subject to Becker Arena Products, Inc. Standard Terms and Conditions and Limited Warranty and may be withdrawn without penalty at any time before contract execution. If accepted, please sign and return this copy to Becker Arena Products. When approved and signed by one of our officers a fully executed copy will be forwarded for your records. This proposal is subject to change, withdrawal or cancellation until accepted by you. If Becker Arena Products, Inc. have not received your acceptance within 60 days from the date hereof, this proposal shall automatically expire. Becker Arena Products, Inc. retains a security interest in all products covered in this agreement until all payment terms have been met. In addition, the purchaser agrees to sign any additional documents for Becker Arena Products, Inc. to perfect its security interest in the products.

Proposal/Contract # **10003612 – REV #3** is accepted:

Purchaser Signature

Becker Arena Products, Inc.

Title

Title

Print Name

Print Name

Date

Date

NJPA Member Number

030117-BAP

NJPA Contract Number



Becker Arena Products, Inc.

STANDARD TERMS AND CONDITIONS

1. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, as applied to contracts executed in and performed wholly within the State of Minnesota.

2. Delays. Becker Arena Products, Inc. (Seller) will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of the goods, or for any damages suffered by the Purchaser by reason of such delay, including liquidated or actual damages.

3. Arbitration. Any and all controversies or claims arising out of or relating to this contract or the performance or breach thereof shall be settled by arbitration in Minneapolis, Minnesota in accordance with the then existing rules and procedure of the American Arbitration Association.

4. Mechanic's Lien or Bond Rights. Nothing herein shall be deemed to waive or affect Seller's right to assert a mechanic's lien against the property on which the goods are installed or to make a claim against any bond. Purchaser agrees to provide any and all information requested by Seller, within three (3) calendar days, to allow Seller to preserve or effectuate its mechanic's lien or bond rights.

5. Change Orders. A change order will be required for any additional work to be performed or materials to be supplied by the Seller, which is not included in the contract or is a result of the Purchaser's failure to comply with the terms and conditions as described herein. A change order must be filled out by the Seller and signed by the Purchaser before any work commences or material is ordered and/or shipped.

6. Production Schedule, Installation Schedule, and Storage. When Seller has received and accepted the contract along with signed approval drawings and credit approval, they will have up to 16 weeks to produce and deliver the materials provided that there are no custom materials needed. Custom materials will include non-standard colors and/or materials. The Purchaser will be contacted after the receipt of the required information to coordinate a shipping date and an installation date(s). These dates will serve as the contract delivery date and will be used to schedule production, delivery, and installation. The Owner/Purchaser will be contacted 21 days prior to shipping to confirm that the site will be ready. If the Purchaser's site is not ready or will not be ready on this date, the following may occur:

Dasher Board Systems

- A. Seller may choose whether or not to produce the rink according to its production schedule. If they produce the rink on schedule, it will be stored at Becker Arena Product's location of business and storage fees will be charged to the Purchaser at the rate of US \$300 per week. All payments will be due according to the terms from the original ship date. If the Seller chooses to delay production to coincide with the new ship date, no storage fees will apply and payment will be due according to the terms from the original ship date. If contract terms are paid in full prior to shipping, the time will start from the original ship date and not the adjusted ship date.



- B. A new shipping installation date will be coordinated with Seller's installation department and confirmed with the Purchaser. The Seller will reschedule the installation for the next available date according to the Seller's installation schedule. In some cases, the site delay may cause additional charges. This includes, but is not limited to, wages, remobilization, and equipment rental, to be paid by the Purchaser.
- C. If the Purchaser's site is not ready when the Seller's installation crew arrives, additional costs will be charged to the Purchaser. This includes, but is not limited to wages, travel, lodging, meals, equipment rental and changes in Becker Arena Product's installation schedule.

7. General Site Requirements. The following criteria must be met or extra charges may apply, and delays will be incurred, if the site is not in compliance when Seller is ready to deliver and install the goods:

- A. Concrete and Floor Work: All concrete work is to be completed and allowed to cure, according to job specifications and/or refrigeration contractors requirements, before the date installation is scheduled to begin.
- B. The levelness of the perimeter concrete, where the rink is to be installed, must be within 1/8" of levelness for every 10' in length and no more than 1/4" difference in height over the length and width of the perimeter surface.
- C. For sand floors, the first 6" from the front of the curb, where the rink is to be installed, must be within 1/16" of flatness from the inside edge outward and meet the levelness and flatness conditions specified above, Sand floors are not to be final graded prior to dasher board installation.
- D. Expansion joints, which are to be covered completely by the rink, are to be within 1/2" of straightness from end to end and side to side. The distance from side to side and end to end of the outside edge of the expansion joint is to be within 1/2" of the required dimension for the frame to cover it.
- E. If, upon arrival, the perimeter concrete is inspected and does not meet the specifications for levelness, flatness, straightness and size, the following will occur:
 - 1. Seller's Representative will determine if rink can be shimmed or adjusted/cut to achieve desired levelness, fit and/or expansion joint coverage while maintaining the structural integrity of the rink. If so, the additional time and materials to do this will be paid by the Purchaser. A change order must be filled out by the Seller's Representative and signed by the Purchaser before any work commences.
 - 2. If the rink cannot be shimmed or adjusted to the desired levelness and/or coverage while maintaining the structural integrity of the rink, the Purchaser will be responsible for fixing the surface to meet specifications. All associated costs for this are the sole responsibility of the Purchaser.
 - 3. The Seller will accept contracts that are retrofit projects with the understanding that the condition of the underlying perimeter concrete work meets the specifications stated above. If, after removal of the existing rink, the concrete does not meet these conditions, points "1" and "2" from above will apply.



8. Requirements for Rink Installations:

(Refer to the enclosed Site Requirements)

9. Walk Through Inspection. When Seller's work is complete or near complete, Purchaser or the Purchaser's Representative (including general contractors and architects) must be available for a final walk through inspection with the Seller's Representative. Any parties who do not attend the walk through will forfeit their right to submit punch list items. A final punch list of items to be completed or repaired will be prepared as a result of this walk through. Any item not included on the final "punch list" will not be the responsibility of the Seller unless it is covered by the Seller's Warranty.

10. Shop Drawings and Non-standard Shielding. Preparation of shop drawings will not commence until after the signed contract has been delivered to Seller. Production will not commence until Seller receives approved shop drawings. Field measured, tempered glass (non-standard sizes) may require an additional 3-4 weeks for delivery after completion of installation. Any field measured tempered glass to be installed by purchaser.

11. Polyethylene. All polyethylene used to manufacture the rink shall be virgin material. All colors shall match within manufacturer's tolerance. Seller will not be responsible for replacing polyethylene that conforms to manufacturers color tolerance. During manufacturing, all panels shall have the polyethylene overhang past the frame a minimum of 1/16" on each end to allow for contraction of the material due to temperature change in the field. Seller shall not be responsible for material contraction gaps between panels due to temperature change if it adheres to these manufacturing requirements.

12. Material Check-in. (Installation supervision and supply only contracts) The Purchaser shall be responsible to verify the shipment for quantities and any damage caused from shipping for jobs that include installation supervision or are supply only. Any quantity variances and/or damage must be noted and reported to the Project Manager by filling out the Material Check-in Form and faxing it to the Project Manager. Missing/damaged items must be reported within 24 hours of receipt to receive credit. All boxes will be clearly marked by the Seller. The Ship list will clearly identify the contents and quantities of the shipment. It is the responsibility of the Purchaser to verify that all box numbers in the hardware crate are accounted for, not to open and count each individual item in a box. The Purchaser must count anything that is not boxed.



3 YEAR LIMITED WARRANTY

1. **What Is Covered By This Limited Warranty** - Becker Arena Products, Inc. ("BAP") warrants to the original purchaser ("Purchaser") that the BAP system (the "System") that is subject of this sale (a) conforms to BAP's published specifications and (b) is free from defects in material or workmanship. This warranty is not transferable by Purchaser, including any transfer by operation by law. The duration of this warranty is three years from the date of delivery to the original Purchaser. In the event of any claim of defect during the warranty period, Purchaser shall promptly notify Seller in writing of the claimed defect. Within a reasonable time after such notification Purchaser shall provide Seller full access to the products to inspect, repair, and/or replace the products in question. Seller's sole obligation shall be to correct any actual defect by repair, replacement, or adjustment as determined in Seller's sole discretion. In no event shall notification be effective if received by BAP later than 37 months from date of delivery of the Rink System. These remedies are Purchaser's exclusive remedies for breach of warranty. BAP is under no obligation to honor this limited warranty during any time in which Purchaser is in default in its obligations to BAP.
2. **What Is Not Covered By This Warranty** – BAP does not warrant (a) any product, component or parts not manufactured by BAP, (b) defects caused by failure to provide a suitable installation environment for the System, (c) defects caused by failure to follow BAP's System maintenance schedule, (d) damage caused by use of the System for purposes other than those for which it was designed, (e) damage caused by a disaster such as fire, flood, wind or lightening, (f) damaged caused by unauthorized attachments or modifications to the System, (g) damage during shipment, or (h) any other abuse or misuse by Purchaser or the System.
3. **Disclaimer Of Warranty** – THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES FOUND UNDER ARTICLE 35(2)(a) AND (b) OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS 1980.
4. **Limitations Of Remedies** – In no case shall BAP be liable for any special, incidental or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings revenue, loss of use of System or any associated equipment, cost of capital, cost of any substitute equipment, facilities or service, downtime, the claims of third parties (including customers) and injury to property. This limitation does not apply to claims for personal injury. Some states do not allow limits on warranties or on remedies for breach in certain transactions. In such states, the limits in this Section 4 and in Section 3 above may not apply.
5. **Time Limit For Bringing Suit** – Any action for a breach of warranty must be commenced within 37 months following delivery of the System.
6. **No Other Warranties** – Unless modified in a writing signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement. No employee of BAP or any other party is authorized to make any warranty in addition to those made in this agreement.
7. **Allocation Of Risk** – This warranty allocates the risk of product failure between BAP and Purchaser. This allocation is recognized by both parties and is reflected in the price of the System. Purchaser acknowledges it has read this warranty, understands it and is bound by its terms.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Request No 5 – Bid Package 1 – East Rink Floor Project – City Project 2017-05

Meeting Date: May 14, 2018
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Shannon Battles

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

The Council is asked to approve pay request #5 for Bid Package #1 for the East Rink Floor Project to Cimco Refrigeration in the amount of \$8,147.12. The overall project is funded with an interest-free loan from the Central Equipment Fund which will be repaid over a 10-year period from the Host Community Fund.

SUMMARY

On April 24, 2017, the Council approved the East Rink Floor Project. There were three (3) different bid packages awarded for the project with Bid Package 1 being awarded to Cimco Refrigeration Inc. in the amount of \$472,000. The Change Order #1 is the result of the City not needing to replace a butterfly valve (\$321) and fourteen (14) days of liquidated damages at \$500/day for a total of (\$7,000). The new contract total is \$464,679.

Bid Package 1 includes the complete replacement of the existing concrete floor to include a new sub-floor heating system/piping, new HDPE floor piping and a concrete floor as well as the installation of a new valve which is currently stuck in a closed position.

The overall project budget is as follows:

Item	Description	Amount
Bid Package 1 (Base)	East Rink Floor Replacement (HDPE Pipe)	\$472,000
Bid Package 1 (Change Order #1)	Credit for Butterfly Valve & Liquidated Damages	(\$7,321)
Bid Package 2 (Base + Alts 3, 4, 7)	New Dasher Boards/New Glass	\$105,400
Bid Package 2 (Change Order #1)	Repair Dasher/Extra Dasher	\$3,072.98
Bid Package 2 (Change Order #2)	Glass Railing Code Issue	\$5,475.75
Bid Package 3 (Base)	ADA Players Bench Modifications	\$49,500
Construction Contingency	8% Contingency (started at \$50,000)	\$41,451.27
Consultant(s)	Engineering, Design, Construction Fees	\$60,900
Total Project		\$730,479.00

Note:

Stevens Engineering reimbursed the City of Inver Grove Heights \$4,083.23 for errors in Bid Package #2 Change Order #2.



Contractor's Application for Payment No. 5

Application Period: Through 12/31/2017		Application Date: April 19, 2018
To (Owner): City of Inver Grove Heights	From (Contractor): Cimco Refrigeration	Via (Engineer): Stevens Engineers, Inc.
Project: Veterans Memorial Community Center: Bid Package 1 - East Rink Floor Replacement	Contract: Contractor's Project No.:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Proj No.: 900-16-269

Change Order Summary

Approved Change Orders		1. ORIGINAL CONTRACT PRICE.....	\$ 472,000.00
Number	Additions	Deductions	
1		-\$7,321.00	
			2. Net change by Change Orders.....
			-\$7,321.00
			3. Current Contract Price (Line 1 ± 2).....
			\$ 464,679.00
			4. TOTAL COMPLETED AND STORED TO DATE
			(Column F on Progress Estimate).....
			\$ 464,679.00
			5. RETAINAGE:
		a. 1.75% X \$464,679.00 Work Completed.....	\$ 8,131.88
		b. X Stored Material.....	\$ -
		c. Total Retainage (Line 5a + Line 5b).....	\$ 8,131.88
		6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 456,547.12
		7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 448,400.00
		8. AMOUNT DUE THIS APPLICATION.....	\$ 8,147.12
		9. BALANCE TO FINISH, PLUS RETAINAGE	
		(Column G on Progress Estimate + Line 5 above).....	\$ 8,131.88
TOTALS			
NET CHANGE BY			
CHANGE ORDERS			

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of:	\$	(Line 8 or other - attach explanation of the other amount)	8,147.12
is recommended by:		(Engineer)	(Date) 4/19/18
Payment of:	\$	(Line 8 or other - attach explanation of the other amount)	8,147.12
is approved by:		(Owner)	(Date) 5/3/18
Approved by:	N/A	Funding Agency (if applicable)	N/A
			(Date)

By: See Attached

Date:

TOROMONT**CIMCO**

Page 1 of 1

CITY OF INVER GROVE HEIGHTS
8150 BARBARA AVE
INVER GROVE HEIGHTS MN 55077
USA

Ship-to address

VETERANS MEMORIAL COMMUNITY
CENTER
8055 BARBARA AVE E
INVER GROVE HEIGHTS MN 55077
USA

Payment Terms: Due net 10 days

Delivery Terms: FOB

REMIT TO: Cimco Refrigeration Inc.
2502 Commercial Park Dr, Mobile AL 36606, USA

Invoice 90616708

Invoice Date	04/19/2018
Purchase Order	Agreement
Document Type	ZFPR
Order No.	4542
Order Date	06/04/2017
Customer No.	124213
Currency	USD
Invoice Amount	8,147.12
Inquiry Phone No.	251 471-2426
Past due amounts are subject to interest charges of 2.0% per month (24% per annum)	

STEVENS ENGINEERS PROJECT # 900-16-269
BID PACKAGE 1: EAST RINK FLOOR REPLACEMENT
*****REVISED OCTOBER 2017 INVOICE*****

Project:	A.1200149 Inver Grove-Veterans Memorial-Rink Floor
Price:	464,679.00
Billing Mode:	Progress billing

Labour and Material to Date	456,547.12
Less Previous Billings	448,400.00

Subtotal	8,147.12
Tax	0.00
Invoice Amount	8,147.12
Tax Status	1 - Tax Extra - Standard

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 PAGES

TO: STEVENS ENGINEERS
2211 O'NEIL ROAD
HUDSON, WI 54016
FROM: CIMCO REFRIGERATION INC
2502 COMMERCIAL PARK DRIVE
MOBILE AL 36606

PROJECT: 900-16-269
BID PACKAGE 1:
EAST RINK FLOOR
REPLACEMENT
INVER GROVE HEIGHTS, MN

APPLICATION NO: 5 - REV. 1
PERIOD TO: 12/31/2017
PROJECT NO: A1200149

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐ File

CONTRACT FOR: VETERANS MEMORIAL CIVIC CENTER

CONTRACT DATE: April 25, 2017

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$ 472,000.00
2. Net change by Change Orders	(7,321.00)
3. CONTRACT SUM TO DATE (Line 1 + 2)	464,679.00
4. TOTAL COMPLETED & STORED TO DATE	464,679.00
(Column G on G703)	
5. RETAINAGE:	
a. 1.75 % of Completed Work	\$ 8,131.88
(Column D + E on G703)	
b. % of Stored Material	0.00
(Column F on G703)	
Total Retainage (Lines 5a + 5b or	\$ 8,131.88
Total in Column I of G703)	
6. TOTAL EARNED LESS RETAINAGE	456,547.12
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	448,400.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 8,147.12
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 8,131.88
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$7,321.00
TOTALS	\$0.00	\$7,321.00
NET CHANGES by Change Order	(\$7,321.00)	

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

CONTRACTOR:

By: Jeffrey W. Nank

Date: 4/19/18

State of:

Alabama

County of:

Mobile

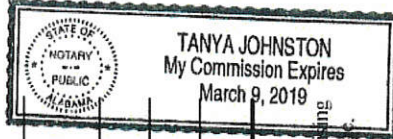
Subscribed and sworn to before me this 18th day of April, 2018

Notary Public:

Tanya Johnston

My Commission expires:

03/09/2019



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED\$ 0.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

PROJECT MANAGER'S CERTIFICATE FOR PAYMENT

By:

Date:

By:

Date:

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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER DAKOTA COMMUNICATIONS CENTER MANAGEMENT CONTROL AGREEMENT

Meeting Date: May 14, 2017
 Item Type: Consent
 Prepared by: Katrina Lee, Sr. Office Support
 Contact: Paul Schnell, Police Chief
 Reviewed by: Paul Schnell, Police Chief

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED: City Council to approve the Dakota Communications Center Management Control Agreement.

SUMMARY: Dakota County Communications Center (“DCC”) is a joint powers organization organized to cooperatively engage in the establishment, operation and maintenance of county wide public safety answering point and communications center for law enforcement, fire, emergency services, and other public safety services in Dakota County for the mutual benefit of all.

The Criminal Justice Information Services Security Policy (CJIS) requires that when a criminal justice function is performed by a non-criminal justice agency there must be a management control agreement.

Based on those provisions and pursuant to CJIS security policy DCC wishes to enter into this management control agreement with the Dakota County Sheriff’s Office, a criminal justice agency.

DAKOTA COMMUNICATIONS CENTER MANAGEMENT CONTROL AGREEMENT

WHEREAS, the Dakota Communications Center ("DCC") is a joint powers organization organized under Minn. Stat. § 471.59 to cooperatively engage in the establishment, operation and maintenance of a countywide public safety answering point and communications center for law enforcement, fire, emergency services, and other public safety services in Dakota County for the mutual benefit of all; and

WHEREAS, the DCC members consist of the following political subdivisions of the State of Minnesota: cities of Apple Valley, Burnsville, Eagan, Farmington, Hastings, Inver Grove Heights, Lakeville, Mendota Heights, Rosemount, South St. Paul, and West St. Paul ("Cities") and the County of Dakota; and

WHEREAS, the Criminal Justice Information Services Security Policy ("CJIS Security Policy") requires that when criminal justice functions, regardless of location, are performed by a non-criminal justice agency there must be a management control agreement with a criminal justice agency; and

WHEREAS, the DCC is a non-criminal justice agency as defined by CJIS Security Policy and it wishes to enter into this Management Control Agreement ("MCA") with the Dakota County Sheriff's Office, a criminal justice agency, as provided herein.

NOW, THEREFORE, based on the above provisions and pursuant to CJIS Security Policy requirements it is agreed that with respect to administration of that portion of computer systems and network infrastructure interfacing directly or indirectly with the State of Minnesota's Bureau of Criminal Apprehension Criminal Justice Data Communications Network for the interstate exchange of criminal history/criminal justice information, the Dakota County Sheriff's Office shall have the authority, via managed control, to set, maintain, and enforce:

- (1) Priorities.
- (2) Standards for the selection, supervision, and termination of personnel access to Criminal Justice Information.
- (3) Policy governing operation of justice systems, computers, access devices, circuits, hubs, routers, firewalls, and any other components, including encryption, that comprise and support a telecommunications network and related criminal justice systems to include but not limited to criminal history record/criminal justice systems information guaranteeing the priority, integrity, and availability of service needed by the criminal justice community.
- (4) Restriction of unauthorized personnel from access or use of equipment accessing the State network.
- (5) Compliance with all rules and regulations of the Dakota County Sheriff's Office policies and CJIS Security Policy in the operation of all information received.

Responsibility for management of security control of the criminal justice function shall remain with the Dakota County Sheriff's Office, as required by the CJIS Security Policy.

This MCA covers the overall supervision of Dakota County Sheriff's Office systems, applications, equipment, systems design, programming, and operational procedures associated with the development, implementation, and maintenance of any Dakota County Sheriff's Office system to include NCIC (National Crime Information Center) Programs that may be subsequently designed and/or implemented within the Dakota County Sheriff's Office. This MCA is further supported by the Memorandum of Understanding between the DCC and the Dakota County Sheriff's Office to implement this MCA, as may be amended from time to time by agreement of the DCC, the Dakota County Sheriff's Office, the County of Dakota and the Cities.

This MCA may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned governmental units have caused this MCA to be executed on the date so indicated.

DAKOTA COUNTY SHERIFF'S OFFICE

By: _____
Timothy Leslie
Dakota County Sheriff

Date of Signature: _____

CITY OF INVER GROVE HEIGHTS

By: _____

Name: _____

Title: _____

Date of Signature: _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: May 14, 2018
 Item Type: Consent
 Contact: Judy Thill, 651-450-2495
 Prepared by: Judy Thill, Fire Chief
 Reviewed by: n/a

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED Consider acceptance of a donation from the Inver Grove Heights Fire Department Auxiliary for an Unmanned Aerial Vehicle with basic accessories for the Fire Department.

SUMMARY

The Inver Grove Heights (IGH) Fire Auxiliary held a fundraiser to purchase an Unmanned Aerial Vehicle (UAV), commonly known as a drone, for use by the fire department to complement its UAV program. This UAV and its basic accessories, such as cables and case, are valued at \$1,500. As part of this program, fire personnel recently completed a months-long Federal Aviation Administration (FAA) class and as a result, the fire department now has 7 FAA licensed pilots and 6 observers. The UAV program is a welcome addition to the IGH Fire Department and will provide another tool for various emergency situations in our community and for other departments in the County that do not presently have their own UAV. Types of calls the UAV can be used for include things like search and rescue of missing or injured people in heavily wooded areas, assessment from shore of incidents on the river, and progress at building fires. It will also improve firefighter safety and health by allowing remote assessments at hazardous materials incidents.

This new UAV provided by the Auxiliary will be registered with the FAA and all their rules of operation will be followed. Because refresher training needs to occur monthly, but can only be done above a certain temperature, some training will need to take place indoors. This new UAV will be small and agile enough to provide excellent ongoing training, even indoors.

Staff recommends acceptance of this very generous and important gift from the IGH Fire department Auxiliary.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: May 14, 2018
Item Type: Consent
Contact: Joe Lynch, City Administrator
Prepared by: Judy Thill, Fire Chief
Reviewed by: n/a

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED: Consider approving the attached Request for Proposal (RFP) for Professional Services for an Owner's Representative for the Bidding and Construction for Fire Station #2

SUMMARY

In 2017, the City hired Five Bugles Design to provide Architectural Services and complete the Final Design for the new Fire Station #2. That process is complete, and the Construction Documents are being finalized. At the January 2018 City Council Work Session, the City Council directed the City Administrator to explore hiring an Owner's Representative to review the bid package, assist in coordination of the bidding and oversee construction of the fire station through to completion.

The attached Request for Proposals is seeking individuals or companies interested in providing professional services to serve as the City's Representative for this construction project. A proposed timeline is provided in the RFP for Review of the RFPs, possible Interviews with finalists, selection and Start of Services. It is expected that the Selection of the Proposer will be brought back to the City Council for approval at your June 11, 2018 City Council meeting. Once a Proposer has been approved by the City Council and contract awarded, a timeline for bidding of the project will be determined.

City of Inver Grove Heights Fire Department

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR AN
OWNER'S REPRESENTATIVE**

The City of Inver Grove Heights is seeking proposals for an Owner's Representative who will review bid document for constructability and adherence to cost estimating prior to releasing bid documents, assist in the coordination of construction bidding, and oversee the construction of Fire Station #2.

The City's Owner's Representative's duties may include, but shall not be limited to, cooperating and collaborating with the City's Project representative and the Architect's representative, the Contractor's representative, if any, assisting in the implementation of design standards, attending progress meetings, evaluating adherence to the project schedule, management of project accounting, coordinating the procurement of owner furnished equipment and materials, quality assurance oversight, reviewing pay applications and management of the negotiation of change requests and change orders. The City's Owner's Representative shall provide sufficient organization, skilled personnel, and management to perform the services required. All work and services shall be conducted in compliance with all applicable federal, state and local laws, regulations, and codes.

Notice is hereby given that the City of Inver Grove Heights, Minnesota will receive proposals until the hour of 4:30 pm on June 1, 2018 at the Inver Grove Heights City Hall, located at 8150 Barbara Avenue, Inver Grove Heights, MN 55077. Proposals received after the aforementioned deadline will be returned to sender, unopened. Questions regarding the RFP are to be addressed only to Joe Lynch, City Administrator, by 12:00 noon on May 25, 2018, at jlynch@invergroveheights.org.

Each proposal will be evaluated based on the submitter's response to the Request for Proposal. Emphasis will be placed upon experience with similar projects, project understanding, direct experience and fiscal requirements. The selection review committee may require additional information during the selection process. The City of Inver Grove Heights shall not be held liable for any expense incurred by firms submitting proposals for expenses incurred preparing or submitting the proposal.

The City of Inver Grove Heights reserves the right to reject any and all proposals and to waive any irregularities in a proposal, whichever is in the best interest of the City of Inver Grove Heights.

A copy of the RFP can be found on the City of Inver Grove website
www.invergroveheights.org



City of Inver Grove Heights

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

REQUEST FOR PROPOSAL FOR

PROFESSIONAL SERVICES FOR AN OWNER'S REPRESENTATIVE

FOR INVER GROVE HEIGHTS FIRE STATION #2

May 14, 2018

REQUEST FOR PROPOSAL

Professional Services for
Owner's Representative for Construction of
Inver Grove Heights Fire Station #2

May 14, 2018

INTRODUCTION

The City of Inver Grove Heights is seeking proposals from qualified individuals or firms to serve as the Owner's Representative for a new Fire Station. This new station will be known as Fire Station #2.

In 2014, the City completed a Programming and Feasibility Study (pre-design) for the new station and in 2018 the City completed the Final Design phase and developed construction documents. The next step is to hire an Owner's Representative to review the bid documents and adherence to cost estimates before going out for bid, assisting with the bidding process, and overseeing the construction of the fire station.

QUESTIONS/INQUIRIES

The person designated below shall be the contact for inquiries regarding any aspect of this process and its requirements. Questions regarding interpretation of the content of this Request for Proposal must be directed to: Joe Lynch via email only to jlynch@invergroveheights.org. Questions may be submitted up to 12:00 noon on May 25, 2018.

SUBMISSIONS

Provide ten (10) copies of sealed proposal **and** a pdf of the proposal by 4:30 p.m. Central Time, on June 1, 2018. **All proposals must include the completed Exhibits 1 (notarized) and 2.** Responses can be dropped off at the address below or sent by US Mail to:

Joe Lynch, City Administrator
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Any proposal dropped off must be logged in by a City Staff member on the outside of the sealed envelope with:

City staff name, their signature, the date and time.

PDFs should be e-mailed to jlynch@invergroveheights.org.

**CITY OF INVER GROVE HEIGHTS
REQUEST FOR PROPOSALS
FOR
PROFESSIONAL SERVICES
FOR AN OWNER'S REPRESENTATIVE**

I. PROJECT OVERVIEW

The development, and construction of a new fire station will be a collaborative process between the City of Inver Grove Heights, the Architect, the Owner's Representative and the Contractor. Unless otherwise agreed by the City, the station shall comprise approximately 35,000 square feet, with dormitory style housing, administration offices, and other work areas necessary for fire-fighting duties, together with four double parking bays for fire vehicles. The facility is anticipated to be open in May 2019.

II. SCOPE OF WORK

The City's Owner's Representative's duties may include, but shall not be limited to, cooperating and collaborating with the City's Project representative and the Architect's representative, the Contractor's representative, if any, assisting in the implementation of design standards, attending progress meetings, evaluating adherence to the project schedule, management of project accounting, coordinating the procurement of owner furnished equipment and materials, quality assurance oversight, reviewing pay applications and management of the negotiation of change requests and change orders. The City's Owner's Representative's duties shall include reviewing the Architect's drawings for constructability and adherence to cost estimating prior to releasing documents for bid.

The City's Owner's Representative shall provide sufficient organization, skilled personnel, and management to perform the services required. The Owner's Representative shall supply all labor services, supplies, materials and equipment to complete the work using the Owner's Representatives best efforts skill, judgement, and abilities.

The Owner's Representatives scope of services may change during the project at the need and direction of the City, and compensation will be negotiated at the time of the change.

All work and services shall be conducted in compliance with all applicable federal, state and local laws, regulations, and codes.

The City's Owner's Representative has no authority to enter into any contracts or otherwise obligate the City. All approvals authority and signature authority for expenditure of funds shall remain with the City and its duly authorized designees. The following activities are representative of the types of services that may be provided by the City's Owner's Representative as required:

- A. Review Architect's drawings for constructability and adherence to cost estimating prior to releasing documents for bid.
- B. Serve as the City's program manager for the Project, including daily, on-site management and facilitation of communications between the City and the various stakeholders.
- C. Assist in the implementation of minimum design standards for the Project, including the provision of standards for program uses required by the City of Inver Grove Heights.
- D. Analyze available project delivery methods with the City and recommend a project delivery method based on project goals and objectives.
- E. Advise in the selection of general contractor, or alternative forms of project delivery and in the selection of other contract service providers. Review and recommend scope of services and construction.
- F. Develop and facilitate a process to assist the City in obtaining a guaranteed maximum price for the construction of the Project.
- G. Provide project accounting and strategic planning for the Project's budget development, and cash flow scheduling. Review and provide commentary on budget estimates provided by other project stakeholders.
- H. Provide project management, value engineering, bid evaluation, project schedule analysis, cost-benefit analyses, constructability reviews, and peer reviews. Review the master project schedule and other schedules prepared by others and provide comments thereon. Coordinate the master project schedule with construction and procurement schedules of others. Review drawings, specifications, bid packages and make recommendations for changes as necessary to ensure the documents are in conformance with project requirements.
- I. Attend and conduct (as required) project meetings with staff, contract service providers, contractors, subcontractors, building inspectors, or others.
- J. Review pay applications, construction progress and make recommendations on payment.
- K. Coordinate or assist in the procurement of owner furnished equipment and materials, as required.
- L. Review and provide evaluation/analysis of claims and value engineering proposals submitted by contractor. Manage the negotiation of change order requests and change orders as they impact the City.

- M. Monitor quality assurance, contract compliance and report discrepancies to the City and contractor.
- N. Review the contractor's site-specific safety plan and provide comments thereto. Advise the City and the contractor of any observed safety concerns.
- O. Assist the architect with observations to determine the dates for substantial and final completion of contractor's work. Coordinate with the architect and contractors to verify that final punch list items have been addressed.
- P. Help to evaluate the operational impacts throughout the bidding, development, construction, and commissioning process.
- Q. Participate in project final inspection and provide recommendation to the City of Inver Grove Heights' to accept project Final Completion statement.
- R. Assist City in performing commissioning of building and advising City and contractor of any corrections or changes to be made to ensure proper function of systems.
- S. Other tasks as directed by the City.

III. COMPENSATION AND TERMS OF PAYMENT

- A. General: The consideration for all work or services performed or supplied will be paid by the City as set forth in Exhibit 2.
- B. Reimbursable Expenses: Reimbursable expenses include the following ordinary, necessary, and reasonable expenses incurred by the Owner's Representative and its subcontractors related to the work:
 - Owner-authorized out of town travel and subsistence cost (if travel time is not also billed as professional services time) payable in accordance with the City's employees travel reimbursement policies.
 - Long distance telephone services, dedicated data and communication services, teleconferences, project web sites and extranets.
 - Owner requested printing, reproductions, plots and standard form documents.
 - Postage, handling and delivery of Instruments of Service as requested by the Owner.
 - Renderings, models, mockups, professional photography, and presentation materials (i.e. Computer studies, videos, or CDs) requested by the City.
- D. Expense Markups: All reimbursement expenses shall be at the actual expense incurred by the Owner's Representative and its subcontractors without markup.

- E. Expense Documentation: If expenses are reimbursable, each request for reimbursement must be itemized and accompanied by receipts.

IV. PROPOSALS

All proposals should be typewritten, bound in 8-1/2 by 11 format and should be properly identified by the name of respondent and marked with "New Fire Station #2 Owner Representative RFP". Boilerplate, glossy and unnecessarily elaborate proposals are neither expected nor desired. The emphasis of the submission should be in responding to the requirements set forth herein. Additional information may be requested. Provide compensation requirements on Exhibit 2.

V. SCHEDULE

RFP Solicitation	May 15 through June 1, 2018
RFP Responses Due	June 1, 2018 at 4:30 pm
Review of RFPs	June 4 through June 8, 2018
Selection of Proposer	June 11, 2018
Start of Services	June 12, 2018

VI. INSTRUCTIONS FOR SUBMISSIONS

- A. Submission: Provide ten (10) copies of sealed proposal **and** a pdf of the proposal by 4:30 p.m. Central Time, on June 1, 2018. All proposals must include the completed Exhibits 1 (notarized) and 2. Responses can be dropped off at the address below or sent by US Mail to:

Joe Lynch, City Administrator
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Any proposal dropped off must be logged in by a City Staff member on the outside of the sealed envelope with:

City staff name, their signature, the date and time.

PDFs should be e-mailed to jlynch@invergroveheights.org.

- B. Questions, Inquiries: Questions regarding interpretation of the content of this Request for Proposal must be in writing and directed to: Joe Lynch via email only to jlynch@invergroveheights.org. Questions may be submitted up to 12:00 noon on May 25, 2018.

- C. Communications: Firms considering responding to this RFP are strictly prohibited from communicating with any other member of the City of Inver Grove Heights' City Council or staff, as all questions should be directed to the person identified in Section VI. B. above.
- D. Amendments: This RFP shall be modified only by a written amendment issued by the City. It is the responsibility of the proposers to verify that they have received and incorporated into their responses, all changes due to amendments issued to this RFP.
- E. Cancellation, Rejection: The City reserves the right to cancel at any time for any reason this solicitation and to reject all proposals. The City shall not have any liability to any proposer arising out of such cancellation or rejection. The City reserves the right to waive minor variations in the selection process.
- F. Proposer Costs: The City assumes no responsibility for costs incurred in the preparation, presentation or submission of the proposals and contract negotiation including any expense for travel.
- G. Minnesota Government Data Practices Act: All persons are subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Respondents shall note with their submittal any privileged information or other private data in their submittal.

EXHIBIT 1

Non-Collusion and No Conflict of Interest Statement

State of _____

City/County of _____

_____ being first duly sworn, deposes and says that he or she is

Title of Person Signing

of _____
Name of Proposer

That all statements made and facts set out in the proposal for the above project are true and correct: and the proposer (The person, firm, association, or corporation making said proposal) has not, either directly or indirectly, entered into any agreement, and/or participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said proposal or any contract which may result from its acceptance. Affiant further certifies that proposer is not financially interested in, or financially affiliated with, any other proposer for the above project.

In addition, should the proposer be awarded the contract for the Owner's Representative, the proposer certifies that, either directly or indirectly, they have no involvement or affiliations with: any person, organization or entity with any financial interest, personal gain, or other equity (such as employment, political affiliation, stock ownership, or consultancies) that may be awarded contracts for other parts of the Fire Station #2.

BY _____

BY _____

BY _____

SWORN to before me on this _____ day of _____, 20_____.

Notary Public

My Commission Expires

EXHIBIT 2

CITY OF INVER GROVE HEIGHTS' OWNER'S REPRESENTATIVE – COMPENSATION

The City shall pay Owner's Representative for performance of the Work in a lump sum as follows:

List sums for all component portions of services provided.

In no event shall Owner's total payment to Owner's Representative exceed \$ _____ without prior written approval of the City.

The City of Inver Grove Heights reserves the right to reject proposals and to waive irregularities therein. It is agreed this proposal may not be withdrawn for a period of sixty (60) days after day of opening the proposal.

Proposer Name: _____

Address: _____

Submitted By: _____

Title: _____

Date: _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Receive Proposals and Accept Quote for Fire Hydrant Reconditioning

Meeting Date: May 14, 2018
Item Type: Consent
Contact: Dan Helling, 651-450-2565
Prepared by: Dan Helling, Utility Superintendent
Reviewed by: Scott D. Thureen, Public Works Director

SDT

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Receive proposals and accept quote for fire hydrant reconditioning.

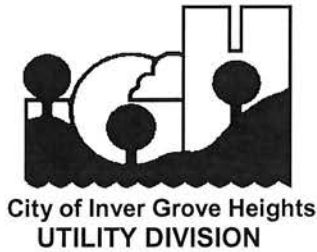
SUMMARY

Each year a number of our fire hydrants are reconditioned to extend their service life. The Utilities Superintendent has received four (4) proposals for sandblasting and repainting 180 hydrants (see attached memo).

I recommend that the Council receive the proposals and accept the proposal from Champion Coatings of \$110.00 per hydrant for a total of \$19,800. Funding will come from the Water Operating Fund (501.50.7100.512.40043).

SDT/kf

Attachment: Memo with proposals



MEMORANDUM

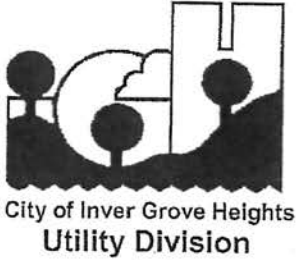
TO : Scott Thureen
FROM : Dan Helling
SUBJECT : **2018 Fire Hydrant Reconditioning**
DATE : May 1, 2018

Attached are four proposals for the reconditioning of approximately 180 fire hydrants. The Utilities Department would like to continue to improve the condition of fire hydrants throughout the city that have deteriorated due to the elements.

The contractor that is chosen will be required to sandblast each hydrant down to bare metal, and then apply two coats of Durethane, an oil-based Safety Red topcoat. Durethane has been chosen for its ability to stand up to the elements and to retain its color.

The lowest cost proposal (\$98.00 per hydrant) failed to meet the specification requirement to apply two coats of paint. Two proposals came in at \$110.00 per hydrant, but one of the proposals again deviated from the specifications.

I recommend Champion Tank Services, from Elko, Minnesota, at \$110.00 per hydrant. The cost for this project would be covered in the water fund 501.50.7100.512. 40043. I would like to get them scheduled to do the work this summer.



2018 FIRE HYDRANT RECONDITIONING

PROPOSAL FORM

Sandblasting, Priming, and Painting of Fire Hydrants Unit Price

Includes all necessary labor, equipment, materials, and taxes: \$ 110 per hydrant

Any deviation from the specifications must be clearly noted; otherwise, it will be considered that this proposal is in strict compliance with the specifications.

Deviations from specification: _____

In submitting this proposal it is understood the City retains the right to reject any proposal, and to award the fire hydrant reconditioning work in the best interest of the City.

Date 4/25/18

Submitter,

CHAMPION TANK SERVICES
Firm Name

Bob Cox
Signature

BOB COX
Printed Name of Signer

4955 WILDERNESS LAKE CIR
ELKO, MN 55020
Address

612-845-5327
Telephone

Providing Water and Wastewater Service Since 1965



2018 FIRE HYDRANT RECONDITIONING

PROPOSAL FORM

Sandblasting, Priming, and Painting of Fire Hydrants Unit Price

Includes all necessary labor, equipment, materials, and taxes: 110.00 per hydrant

Any deviation from the specifications must be clearly noted; otherwise, it will be considered that this proposal is in strict compliance with the specifications.

Deviations from specification: Product: Showin Various Enviro-Lastic 840

In submitting this proposal it is understood the City retains the right to reject any proposal, and to award the fire hydrant reconditioning work in the best interest of the City.

Date 4-20-2018

Submitter,

Budget Sandblasting & Painting, Inc.

Firm Name

Steven P. Barry

Signature

Steven P. Barry

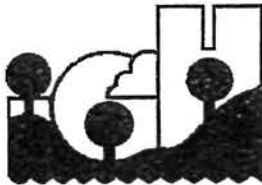
Printed Name of Signer

6203 Concord Blvd, I.G.H., MN
55076

Address

657-450-7992

Telephone



City of Inver Grove Heights
Utility Division

2018 FIRE HYDRANT RECONDITIONING

PROPOSAL FORM

Sandblasting, Priming, and Painting of Fire Hydrants

Unit Price

Includes all necessary labor, equipment, materials, and taxes:

✳
115.00 per hydrant

Any deviation from the specifications must be clearly noted; otherwise, it will be considered that this proposal is in strict compliance with the specifications.

Deviations from specification: _____

In submitting this proposal it is understood the City retains the right to reject any proposal, and to award the fire hydrant reconditioning work in the best interest of the City.

Date 4-18-18

Submitter,

OLS Restoration, Inc.
Firm Name

[Signature]
Signature

Shawn Nasby
Printed Name of Signer

8820 Monticello Lane N
MAPLE GROVE MN 55369
Address

(612)-819-6410
Telephone

Providing Water and Wastewater Service Since 1965

B & B Commercial Coating, LLC.

PO Box 663

Maple Lake, MN 55358

Estimate

Name / Address

City of Inver Grove Heights
Dan Helling
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Date

Estimate #

4/27/2018

1441

Project

Hydrants 2018

Description	Qty	Rate	Total
Sandblast/Vaporblast and Recoat Fire Hydrant (Non-Enclosed) with PPG Durathane 1 coat system	200	98.00	19,600.00
Labeling available at additional cost Light fixtures not included in base price Service includes application of high quality industrial coatings			
Signature			

Phone #
320-282-1410

Fax #
320-262-7005

Web Site
www.BBcoat.com

Total

\$19,600.00

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Accepting Proposal from SEH, Inc. for Design, Bidding and Construction Services for Replacement of Public Works Maintenance Facility HVAC System

Meeting Date: May 14, 2018
 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
☐	Other:

PURPOSE/ACTION REQUESTED

Consider resolution accepting proposal from SEH, Inc. for design, bidding and construction services for replacement of Public Works Maintenance Facility HVAC system.

SUMMARY

The “background” paragraph on the first page of the attached proposal explains the issues that exist with the HVAC system at the Public Works Maintenance Facility.

The system is 33 years old. Last fall, after years of maintenance repairs, the system was not effectively operating with regard to CO/NO₂ detection or heating. Staff had difficulty finding a contractor to make the necessary repairs. Once done, we were told that it should only be considered temporary and that the system should be replaced.

The proposal completes the work for an amount not to exceed \$19,570. Funding would come from the approved 2018 Central Equipment budget. I recommend approval of the resolution.

SDT/kf

Attachments: Resolution
 Proposal

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

**RESOLUTION RECEIVING AND ACCEPTING PROPOSAL FOR ENGINEERING SERVICES
FROM SEH, INC. FOR DESIGN, BIDDING, AND CONSTRUCTION SERVICES FOR
REPLACEMENT OF THE PUBLIC WORKS MAINTENANCE FACILITY HVAC SYSTEM**

RESOLUTION NO. _____

WHEREAS, the HVAC system that serves the Public Works Maintenance Facility is beyond its expected service life; and

WHEREAS, a proposal was requested and received from SEH, Inc., for engineering services to prepare a design for a replacement system, provide assistance with bidding, construction inspection, and system setup.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Inver Grove Heights receives and accepts the proposal from SEH, Inc., for design, bidding, and construction services for replacement of the Public Works Maintenance Facility HVAC system in the amount of \$19,570.

Adopted by the City Council of Inver Grove Heights this 14th day of April 2018

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



May 1, 2018

RE: HVAC Improvements
Maintenance Facility
Inver Grove Heights, MN
SEH No. INVER 103896

Mr. Barry Underdahl
City of Inver Grove Heights
8186 Barbra Avenue
Inver Grove Heights, MN 55077

Dear Barry,

The City of Inver Grove Heights is proposing to replace the ventilation system serving the Inver Grove Heights Maintenance Garage. The ventilation system consists of two direct fired indoor make up air units (MAUs) and multiple roof mounted exhaust fans. The system is interfaced with CO/NO₂ detection system and is activated on rise in CO and/or NO₂ in the facility. Transmitted herewith is our proposal for professional engineering services for the work of assembling bid documents for the installation of two new MAUs and associated roof mounted exhaust fan and gas detection system.

Background

The Inver Grove Heights Maintenance Facility is currently ventilated with two (2) indoor direct fired Weather-Rite make up air units. One large MAU serves the main apparatus bay. A second smaller MAU serves the repair garage. The equipment is past its expected service life and the City has experienced deficiencies and declining performance of the system including equipment failure requiring excessive maintenance and repair. The City would like SEH to provide design services including construction documents, bidding assistance, and construction administration services for the replacement of the ventilation system.

Project Description

The scope of this proposed improvements project is described in the following text.

1. Remove existing ventilation system serving the Maintenance Facility including two (2) existing Weather-Rite make up air units and associated supply ductwork, roof exhaust fans, controls, and accessories.
2. Provide two (2) new indoor direct fired MAUs and associated ductwork and controls. One new MAU will be provided to serve the main apparatus bay. The other MAU will serve the repair garage.
3. Provide new MAU controls including stand-alone control panel.
4. Provide new roof mounted exhaust fans on existing roof curbs.
5. Provide new gas detection system including new CO and NO₂ detectors located throughout the facility.
6. Upon installation, commission and balance the system to ensure proper air flow.

Scope of Services

SEH proposes to provide the design and construction phase engineering efforts necessary for the installation of the new maintenance facility ventilation system.

Design Phase 2018: Our proposed scope for the Design Phase (Construction Documentation Preparation) includes preparation of construction plans and specifications for the procurement and installation of the maintenance facility ventilation system including demolition and new work plans for a complete and operable system. Our proposal also includes preparation of our opinion of probable cost for you to use in preparation of your 2018 budget as well as bidding services.

Bidding Phase 2018: Our proposed services for the Bidding Phase includes execution of the following bid process items:

- a) Prepare bid proposal and contract forms
- b) Issue bid advertisement
- c) Reproduce project bid documents and distribute to interested contractors
- d) Respond to questions from prospective bidders
- e) Issue necessary addenda to Project Bid Documents
- f) Attend bid opening to receive bids
- g) Analyze bids, prepare bid tabulation and prepare bid summary letter to City Staff

Construction Phase 2018: Our proposed scope for the 2018 Construction Phase (Construction Administration & Field Observation) includes, a pre-construction meeting, shop drawing review, coordination and observation of the final equipment testing, review of O&M Manuals and Contractor's request for payments.

Project Schedule

Based on the City's budgeting schedule, the following is proposed for the project:

Prepare the bidding documents:	June 2018
Provide Opinion of Probable Cost	June 4, 2018
Bid Project:	August 2018
Award Contract:	September 2018
Contracts Signed:	September 2018
Shop Drawings:	October 2018
Start Construction:	November 2018
End Construction (HVAC on-line):	February 2019

Consultant Staff

I will serve as the project manager for this Project and will be responsible for coordinating the overall work efforts for the project. Nick Brula, our lead mechanical engineer, will be responsible for preparation of the project drawings, specifications, shop drawing review and installation observation.

Compensation

Design Phase Engineering Fees

We propose to complete the scope of services identified above on an hourly basis that is in accordance with our standard billing rate schedule. We proposed a Not-to-Exceed amount of \$10,225.00, for this phase, which includes reimbursable expenses. We understand this Not-to-Exceed amount cannot increase without further authorization from you.

Bidding Phase Engineering Fees

We propose to complete the scope of services identified above on an hourly basis that is in accordance with our standard billing rate schedule. We proposed a Not-to-Exceed amount of \$4,176.00, for this phase, which includes reimbursable expenses. We understand this Not-to-Exceed amount cannot increase without further authorization from you.

Construction Administration & Field Observation Engineering Fees

We propose to complete the scope of services identified above on an hourly basis that is in accordance with our standard billing rate schedule. We proposed a Not-to-Exceed amount of \$5,169.00 for this phase, which includes reimbursable expenses. We understand this Not-to-Exceed amount cannot increase without further authorization from you.

Project Level of Effort Estimate
HVAC Improvements
Inver Grove Heights Maintenance Facility
City of Inver Grove Heights
Inver Grove Heights, MN



HVAC Improvements	Project Manager - Jensen	Sr. Project Engineer - Brula	CADD Tech - Forsberg	Sr. Project Engineer - McNeil	CADD Tech - James Brummell	Administrative	Total
Billing Rate per hour	\$234	\$158	\$105	\$190	\$136	\$92	
Task 1 - Final Design	2	12	40	6	12	8	\$10,071
Task 2 - Bidding	4	8	8	2		8	\$4,154
Task 3 - Construction Administration	4	14	5	5		5	\$5,081
Estimated Project Hours	10	34	53	13	12	0	21
Estimated Project Labor Cost	\$2,335	\$5,372	\$5,565	\$2,470	\$1,632	\$0	\$1,932
Estimated Project Expenses	\$66	\$110	\$44	\$44	\$0	\$0	\$264
Estimated Project Totals	\$2,401	\$5,482	\$5,609	\$2,514	\$1,632	\$0	\$1,932

General Services Agreement

The terms and conditions of this proposal wholly include the contents of the February 22, 2011 General Services Agreement between the City of Inver Grove Heights and Short, Elliot, Hendrickson, Inc.

Mr Barry Underdahl, Inver Grove Heights
City Maintenance Facility HVAC Improvements
May 1, 2018
Page 4

Closure

We want to thank you for the opportunity to provide the City of Inver Grove Heights with this proposal. As always, it is very important to us our services continue to meet and surpass your needs and expectations. After you have had an opportunity to review this proposal, we would like to hear any comments, concerns or questions you may have. If this proposal is acceptable, please sign and return a copy of this proposal letter, authorizing us to proceed with the project.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Miles B. Jensen, PE
Principal/Project Manager

Accepted this ____ day of _____, 2018

CITY OF INVER GROVE HEIGHTS, MINNESOTA

By: _____

Title: _____

Date: _____

And,

By: _____

Title: _____

Date: _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Receiving Bids and Awarding Contract to Elevation Coating, LLC for Exterior Reconditioning of the Five-Million-Gallon Concrete Ground Storage Reservoir

Meeting Date: May 14, 2018
 Item Type: Consent
 Contact: Dan Helling, 651-450-2565
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: Scott D. Thureen, Public Works Director

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

PURPOSE/ACTION REQUESTED

Consider resolution receiving bids and awarding contract to Elevation Coating, LLC for exterior reconditioning of the five-million-gallon concrete Ground Storage Reservoir.

SUMMARY

The City's five-million-gallon concrete ground storage reservoir, located next to the water treatment plant, is in need of crack sealing and painting. This work is part of our long-term maintenance program to protect and maximize the useful life of the structure.

Bids were received, opened and read aloud on April 30, 2018 for the above-referenced project. There were seven bidders on this project. Bids were submitted as listed:

Contractor	Total Base Bid
Elevation Coating, LLC	\$89,087.00
Rainbow, Inc.	\$99,615.00
Champion Tank Services	\$121,200.00
TMI Coatings, Inc.	\$137,950.00
MK Painting Inc.	\$168,000.00
Viking Industrial Painting Inc.	\$177,900.00
Classic Protective Coatings, Inc.	\$348,950.00

Elevation Coating, LLC was the lowest responsible bidder for a total base bid of \$89,087.00. Short Elliott Hendrickson, Inc.'s (SEH) recommendation letter is attached noting that the contractor's qualifications, reference history, and references were confirmed.

I recommend that the Council approve the resolution receiving bids and awarding contract to Elevation Coating, LLC for exterior reconditioning of the five-million-gallon concrete ground storage reservoir to Elevation Coating, LLC in the amount of \$89,087.00.

SDT/kf

Attachment: SEH Recommendation Letter

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**CONSIDER RESOLUTION RECEIVING BIDS AND AWARDING CONTRACT TO ELEVATION
COATING, LLC FOR EXTERIOR RECONDITIONING OF THE FIVE-MILLION-GALLON CONCRETE
GROUND STORAGE RESERVOIR**

RESOLUTION NO. _____

WHEREAS, pursuant to an advertisement for bids for exterior reconditioning of the five-million-gallon concrete ground storage reservoir, bids were received, opened, read aloud, and tabulated according to law. The following bids were received complying with the advertisement and submission of a 5% bid bond.

Contractor	Total Base Bid
Elevation Coating, LLC	\$89,087.00
Rainbow, Inc.	\$99,615.00
Champion Tank Services	\$121,200.00
TMI Coatings, Inc.	\$137,950.00
MK Painting Inc.	\$168,000.00
Viking Industrial Painting Inc.	\$177,900.00
Classic Protective Coatings, Inc.	\$348,950.00

WHEREAS, Elevation Coating, LLC is the lowest responsible bidder for a total base bid contract amount of \$89,087.00.

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with Elevation Coating, LLC in the name of the City of Inver Grove Heights for exterior reconditioning of the five-million-gallon concrete ground storage reservoir according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposit of the successful bidder and the next lowest bidder shall be retained until the contract has been signed.
3. The rehabilitation of the five-million-gallon concrete ground storage reservoir shall be funded through the approved 2018 Water budget.

Adopted by the City Council of Inver Grove Heights, Minnesota this 14th day of May 2018

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



Building a Better World
for All of Us®

May 4, 2018

RE: City of Inver Grove Heights
5,000,000 Gallon Babcock Trail Ground Storage
Reservoir Exterior Rehabilitation
City Project No. 2016-15
SEH No. INVER 145471 14.00

Dan Helling - Utility Superintendent
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077
dhelling@invergroveheights.org

Dear Dan:

On April 30, 2018, seven bids were received for the above-referenced project. The bids range from a high of \$348,950 to a low of \$89,087. The low bid was submitted by Elevation Coating, LLC.

Contractor	Total Base Bid
Elevation Coating, LLC	\$89,087.00
Rainbow, Inc.	\$99,615.00
Champion Tank Services	\$121,200.00
TMI Coatings, Inc.	\$137,950.00
MK Painting Inc.	\$168,000.00
Viking Industrial Painting Inc.	\$177,900.00
Classic Protective Coatings, Inc.	\$348,950.00

The range in bids observed may be attributed to various existing work load of contractors for the 2018 construction season, personnel availability, contractor overhead costs, location of existing projects in relationship to this project attributing to mobilization, etc. In addition, the timing of the proposal due date in relationship to the 2018 construction season may also attribute to the received pricing. The observed proposal pricing received is a typical range observed in the local industrial coatings industry market.

The low bid received was submitted by Elevation Coating, LLC of Saint Cloud, Minnesota, in the amount of \$89,087.

In preparation of this letter related to this contractor's qualifications regarding this project, SEH has reviewed past reference history and contacted references. We conclude that Elevation Coating, LLC has the experience to complete the project.

Accordingly, we recommend the project be awarded to Elevation Coating, LLC in the amount of \$89,087.

Sincerely,

Christopher Wolfgram
Project Manager

dmk

s:\fj\inver\145471\6-bid-const\recommendation for award 050418.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-5196

SEH is 100% employee-owned | sehinc.com | 651.490.2000 | 800.325.2055 | 888.908.8166 fax

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Comment Letter to Dakota County for its 2019-2023 Capital Improvement Program (CIP)

Meeting Date: May 14, 2018
 Item Type: Consent
 Contact: Scott D. Thureen, 651-450-2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *SDT*

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider approval of comment letter to Dakota County for its 2019-2023 Capital Improvement Program (CIP).

SUMMARY

Each year, Dakota County prepares a five-year CIP based on its needs and requests from the cities in the County. Public Works' staff met with staff from the Dakota County Transportation Department on April 19, 2018 to discuss the proposed CIP. The attached letter to the County presents the staff recommendations coming out of that meeting.

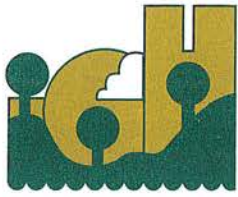
The recommendations include:

- the expansion of 70th Street (CSAH 26) to four lanes from the Eagan border to the new alignment for Argenta Trail (CSAH 63)
- the continuation of the realignment of Argenta Trail (CSAH 63) from north of Amana Trail (CSAH 28) to the future 65th Street alignment with a connection to existing Argenta Trail on the 65th Street alignment
- adding an improvement project for 117th Street
- adding a preliminary design study for an interchange at realigned Argenta Trail and I-494
- adding an update to the 2010 Regional Roadway System Visioning Study to include development impacts since that time and information from the 2040 Comprehensive Plans in the region
- continuation of including the realignment of 80th Street (east of T.H. 3) as a late-year project in the CIP.

I recommend approval of the letter as written. The City must provide its comment letter to the County by June 30, 2018.

SDT/kf

Attachment: Letter to County



City of Inver Grove Heights

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

May 15, 2018

Ms. Holly Anderson
Dakota County Highway Department
14955 Galaxie Avenue
Apple Valley, MN 55124

Re: Dakota County's 2019-2023 Capital Improvement Program

Dear Ms. Anderson:

Listed below are the City of Inver Grove Heights' recommendations regarding Dakota County's Capital Improvement Program (CIP). These projects were discussed with County staff on April 19, 2018 with City Council on May 14, 2018.

No.	Project	Current Schedule	City Recommended
26-54	CSAH 26 – Eagan border to T.H. 3 (70 th Street)	2019 ROW Acquisition 2020 Construction	2019 Design 2020 ROW Acquisition 2021 Construction
28-48	CR 28 – T.H. 3 to 0.62 miles east	2021 ROW Acquisition 2022 Construction	2022 ROW Acquisition 2023 Construction
32-65	32-65 CSAH 32 (117 th St.) CSAH 71 to T.H. 52		2019 Design 2020 ROW Acquisition 2021 Construction
63-27	63-27 New "63" CSAH 26 to north on new alignment	2019 ROW Acquisition 2020 Construction	2019 ROW Acquisition 2020 Construction
63-XX	63-XX New Interchange at I-494 and Regional Roadway System Visioning Study Update		2019 Preliminary Design 2020 Study Update

We recognize the financial restrictions of the County, as well as the City, and we will continue to work with you regarding a final 2019-2023 schedule. The City requests that 32-65 be restored to the program as shown. As discussed at the April 19, 2018 meeting with County staff, the City supports 26-54 and 63-27 as scheduled with the condition that the City would need a successful state bonding request to proceed. The City also agrees that adding an item for preliminary design of an interchange for new "63" and I-494 that would be beneficial to identify ROW needs on the Ace-in-the-Hole parcels, and that an update to the 2010 Regional Roadway System Visioning Study should be completed to include development impacts since that time, and information from the 2040 Comprehensive Plans in the study area.

Sincerely,

Scott D. Thureen, P.E.
Public Works Director

SDT/kf

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Awarding Contract for City Project No. 2017-09E – 93rd Street/Abigail Court Street Reconstruction

Meeting Date: May 14, 2018
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Assistant City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

DK
SWP
SDT

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Pavement Management Fund, and Special Assessments

PURPOSE/ACTION REQUESTED

Consider resolution awarding contract for City Project No. 2017-09E – 93rd Street/Abigail Court Street Reconstruction.

SUMMARY

Bids were opened at 10:00 a.m. on March 14, 2018 for the subject project. Seven contractors submitted bids. Park Construction Company is the lowest responsible bidder with a total bid amount of \$729,821.54. The lowest responsible bid amount is within the budgeted amount per the feasibility study.

The bids were received as follows:

BIDDER	Schedule 1	Schedule 2	Schedule 3	Total Bid (Schedules 1 through 3)
Park Construction Company	\$592,750.84	\$100,924.00	\$36,146.70	\$729,821.54
Northwest Asphalt Inc	\$593,897.29	\$143,672.00	\$20,102.00	\$757,671.29
Astech Corp	\$697,700.35	\$106,623.00	\$32,635.00	\$836,958.35
Max Steinger, Inc.	\$677,318.07	\$112,741.18	\$50,000.80	\$840,060.05
Meyer Contracting	\$645,785.69	\$147,756.06	\$50,785.53	\$844,327.28
McNamara Contracting, Inc.	\$671,657.00	\$110,342.00	\$64,619.00	\$846,618.00
Bituminous Roadways	\$699,251.80	\$116,948.80	\$62,691.50	\$878,892.10

I recommend that the City Council adopt the resolution accepting the bids and awarding the contract to Park Construction Company for a total contract amount of \$729,821.54 for City Project No. 2017-09E – 93rd Street/Abigail Court Street Reconstruction.

SWD/kf

Attachments: Resolution
 Summary of Bids from SEH

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

**RESOLUTION ACCEPTING BIDS AND AWARDING CONTRACT FOR CITY PROJECT NO. 2017-09E – 93RD
STREET/ABIGAIL COURT STREET RECONSTRUCTION**

RESOLUTION NO. _____

WHEREAS, pursuant to an advertisement for bids for City Project No. 2017-09E – 93rd Street/Abigail Court Street Reconstruction, bids were received, opened, read aloud, and tabulated according to law. The following bids were received complying with the advertisement, and submitted a bid bond; and

BIDDER	Schedule 1	Schedule 2	Schedule 3	Total Bid (Schedules 1 through 3)
Park Construction Company	\$592,750.84	\$100,924.00	\$36,146.70	\$729,821.54
Northwest Asphalt Inc	\$593,897.29	\$143,672.00	\$20,102.00	\$757,671.29
Astech Corp	\$697,700.35	\$106,623.00	\$32,635.00	\$836,958.35
Max Steinger, Inc.	\$677,318.07	\$112,741.18	\$50,000.80	\$840,060.05
Meyer Contracting	\$645,785.69	\$147,756.06	\$50,785.53	\$844,327.28
McNamara Contracting, Inc.	\$671,657.00	\$110,342.00	\$64,619.00	\$846,618.00
Bituminous Roadways	\$699,251.80	\$116,948.80	\$62,691.50	\$878,892.10

WHEREAS, Park Construction Company is the lowest responsible bidder with a total bid of \$729,821.54 for City Project No. 2017-09E – 93rd Street/Abigail Court Street Reconstruction.

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with Park Construction Company, Inc. in the name of the City of Inver Grove Heights, for City Project No. 2017-09E – 93rd Street/Abigail Court Street Reconstruction according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposit of the successful bidder and the next lowest bidder shall be retained until the contract has been signed.
3. City Project No. 2017-09E shall be funded through the Pavement Management Fund and Special Assessments.

Adopted by the City Council of Inver Grove Heights this 14th day of May 2018

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk



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for All of Us®

March 14, 2018

RE: Inver Grove Heights, Minnesota
2018 Pavement Management Program - 93rd
Street/Abigail Court Area Reconstruction
City Project No. 2017-09E
SEH No. INVER 138128

Honorable Mayor and City Council
City of Inver Grove Heights
8150 Barbara Ave.
Inver Grove Heights, MN 55007

On Wednesday, March 14, 2018 at 10:00 a.m., seven (7) bids were received for the above-referenced project. The bids ranged from a high of \$878,892.10 to a low of \$729,821.54. The low bid was submitted by Park Construction Company.

						Total Bid (Schedules 1 thru 3)
Contractor	Schedule 1	Schedule 2	Schedule 3			
1 Park Construction Company	\$592,750.84 **	\$100,924.00	\$36,146.70			\$729,821.54
2 Northwest Asphalt Inc.	\$593,897.29	\$143,672.00	\$20,102.00			\$757,671.29
3 Astech Corp	\$697,700.35	\$106,623.00	\$32,635.00			\$836,958.35
4 Max Steininger, Inc.	\$677,318.07	\$112,741.18	\$50,000.80			\$840,060.05
5 Meyer Contracting	\$645,785.69	\$147,756.06	\$50,785.53			\$844,327.28
6 McNamara Contracting, Inc.	\$671,657.00	\$110,342.00	\$64,619.00			\$846,618.00
7 Bituminous Roadways, Inc.	\$699,251.80	\$116,948.80	\$62,691.50			\$878,892.10
Engineer's Estimate	\$683,142.00	\$97,312.00	\$41,835.00			\$822,289.00

** Denotes corrected figure

Based on the Schedule 1 and all schedules, the low bid received was submitted by Park Construction Company of Minneapolis, MN in the amount shown above.

This contractor has worked in the City of Inver Grove Heights, on projects of various sizes. SEH engineers can conclude that McNamara Contracting, Inc. has the experience and ability to complete a project of this size.

Accordingly, we recommend the project be awarded to Park Construction Company in the amount of \$729,821.54, based on their bid for Schedule 1, which compares favorably with the engineer's estimate shown above. Per the Instructions for Bidders, the City can award all or any combination of schedules. Regardless of the combination of schedules awarded, low bidder will remain the same.

Sincerely,

Greg Anderson, PE
Project Manager

ah

s:\f\inver\138128\6-const-contract\bidding docs\93rd\recommendation of award.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-5196

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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Accepting Construction Engineering and Survey Services from Short Elliott Hendrickson, Inc. (SEH) and Geotechnical Services Proposal from American Engineering and Testing, Inc. (AET) for City Project No. 2017-09E – 93rd Street/Abigail Court Street Reconstruction

Meeting Date: May 14, 2018
 Item Type: Consent *TK*
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director *SD*

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Pavement Management Fund and Special Assessments

PURPOSE/ACTION REQUESTED

Consider resolution accepting construction engineering and survey services from Short Elliott Hendrickson, Inc. (SEH) and geotechnical services proposal from American Engineering and Testing, Inc. (AET) for City Project No. 2017-09E – 93rd Street/Abigail Court Street Reconstruction

SUMMARY

On April 23, 2018 City Council levied the assessments and is scheduled to award the project for City Project No. 2017-09E on May 14, 2018. City staff has obtained proposals for construction engineering and survey services from SEH the amount of \$29,000 and construction geotechnical services from AET in the amount of \$12,470 for this project.

The proposals have been reviewed by staff and the Engineering Division recommends that the proposals from SEH and AET be accepted based on their understanding and familiarity of the project, scope of work, the expertise of their project team, the proposed cost of their services and their knowledge of the City's standards. SEH and AET have been selected from our engineering consultant pool.

I recommend that the Council adopt the resolution accepting Construction Engineering and Survey from SEH in the amount of \$29,000 and Geotechnical Services Proposal from AET in the amount of \$12,470 for City Project No. 2017-09E – 93rd Street/Abigail Court Street Reconstruction

SWD/kf

Attachments: Resolution
 Proposals (2)

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

**RESOLUTION ACCEPTING CONSTRUCTION ENGINEERING AND SURVEY SERVICES FROM
SHORT ELLIOTT HENDRICKSON, INC. (SEH) AND GEOTECHNICAL SERVICES PROPOSAL
FROM AMERICAN ENGINEERING AND TESTING, INC. (AET) FOR CITY PROJECT NO. 2017-09E
– 93RD STREET/ABIGAIL COURT STREET RECONSTRUCTION**

RESOLUTION NO. _____

WHEREAS, as part of the City's Pavement Management Program, 93rd Street/Abigail Court Street Reconstruction has been identified for reconstruction; and

WHEREAS, City Council has approved prior resolutions for engineering services (feasibility study, preliminary design, final design, bidding and other services) to SEH for City Project No. 2017-09E – 93rd Street/Abigail Court Street Reconstruction; and

WHEREAS, City Council approved prior resolutions awarding geotechnical services for feasibility and design to AET for City Project No. 2017-09E – 93rd Street/Abigail Court Street Reconstruction.

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

1. SEH proposal in the amount of \$29,000 is hereby accepted for construction engineering and survey services related to City Project No. 2017-09E – 93rd Street/Abigail Court Street Reconstruction.
2. AET proposal for construction geotechnical services in the amount of \$12,470 related to City Project No. 2017-09E – 93rd Street/Abigail Court Street Reconstruction.
3. Funding shall come from the Pavement Management Fund and special assessments.

Adopted by the City Council of Inver Grove Heights, Minnesota this 14th day of May 2018

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



Building a Better World
for All of Us®

April 24, 2018

RE: City of Inver Grove Heights, Minnesota
93rd and Abigail Court Area Project
Construction Services
City Project No. 2017-09E
SEH No. INVER 138128 14.00

Mr. Tom Kaldunski
City Engineer
8150 Barbara Avenue
Inver Grove Heights, Mn 55077-3410

Dear Mr. Kaldunski:

SEH appreciates the opportunity to provide professional services to the City of Inver Grove Heights (City) for the 93rd and Abigail Area Court Improvement Project as part of the Pavement Management Plan. The City has requested a proposal and scope of work that includes project management, construction staking and construction administration services. This letter proposal serves as our Supplemental Letter Agreement in accordance with the Agreement for Professional Services between the City and SEH dated January 10, 2011 and Addendum #1 to that agreement.

Our project understanding, proposed scope of services, schedule and estimated fee and expenses are detailed below.

PROJECT UNDERSTANDING

The City has received petitions from ten (10) property owners along the streets in 93rd Street project area, requesting improvements to their streets. At their July 11, 2016 meeting the City Council ordered the preparation of a feasibility report for the improvements in this project area. The streets to be included in this study are 93rd Street and Abigail Court.

The Improvement Hearing for the Project was held on September 25, 2017 at which the Improvement was ordered and plans prepared. The construction plans were received by the City Council on February 12th and authorized for bidding. Bids were opened for the Project on March 14th and those bids will go to council on April 23rd for consideration. We anticipate construction to start in mid to late June and be completed by October of this year.

SCOPE OF WORK

Task 1

SEH will coordinate with the City's project manager on a regular basis to discuss design and field decisions and progress throughout the project. We will provide project management of the day to day activities and tasks throughout the project and prepare monthly billing invoices.

We will assist City staff with correspondence and coordination with residents within the project area. We have assumed this will include up to four (4) field visits with property owners and the preparation of a

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-5196

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resident letter which will be mailed to residents to inform them of the construction schedule, project contacts and project description. The letter will also provide the residents with project information.

Task 2 - Construction Staking

SEH will provide a survey crew to provide the construction staking for the project. Staking for this project is anticipated to include horizontal control, storm sewer stakes, curb & gutter stakes. Cut sheets will also be provided to the City by the SEH survey crew. All survey coordination for construction staking will be between the survey crew chief and the City.

Task 3 - Construction Administration

A resident project representative (RPR) is not included in this scope. SEH would be happy to provide an RPR for this project should the City need one. However, SEH will provide construction administration for the City during construction. This administration will include:

- Coordination of and attendance at the pre-construction conference by Project Manager
- Review and approve shop drawings and submittals
- Review contractor applications for payment
- Communications with the City during construction to answer design related questions
- Attendance at weekly construction meetings (up to 14)
- Preparation of Record Plans following construction close-out.

SCHEDULE

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

City Council Approved Plans and Specs and Authorized Advertisement for Bids.....	February 12, 2018
Bid Opening	March 14, 2018
City Council Receives Bids and Sets Assessment Hearing	April 23, 2018
Informational Meeting Prior to Assessment Hearing	April 10, 2018
City Council Holds Assessment Hearing and Considers Award of Contract**	May 8, 2018
Start construction	July 5 2018*
Construction substantially complete	September 15, 2018

* Construction documents stated a July 5 start date, but the City and MnDOT may allow an earlier start date as the same contractor has both project.

** In the event that assessment objections are received, the Council has the option to Award the Contract at the June 12th meeting in order to observe the 30-day appeal period prior to award.

COMPENSATION

SEH proposes to complete all the services listed in this scope of work on an hourly basis. Compensation will be based on the hourly cost of personnel plus reimbursable expenses, including reproductions, mileage and equipment. The following is a summary of our estimated costs for the scope of services:

	Work Task	Estimated Fee
1.	Project Management / Public Involvement	\$5,000
2.	Construction Staking	\$14,000
3.	Construction Administration	\$10,000
	Total Estimated Fees	\$29,000

Mr. Tom Kaldunski
April 24, 2018
Page 3

Our total estimated cost for the scope of services included in the letter proposal is \$29,000 including all labor and reimbursable expenses.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Greg Anderson, PE
Project Manager

ah

s:\fj\inver\138128\1-gen\14-corr\93rd street\2018 proposal\93rd ltr agmt 2018 04 24.docx

Approved this ____ day of _____, 2018

City of Inver Grove Heights, Minnesota

by: _____



PROPOSAL FOR PROJECT TESTING SERVICES

AET PROPOSAL No. 20-16712

APRIL 9, 2018

American Engineering Testing, Inc. (AET) has been requested to provide a proposal for Project Testing Services for the referenced project by Steve Dodge from the City of Inver Grove Heights on March 27, 2017.

Project: 93rd St/Abigail Ct Area Reconstruction
City Project No. 2017-09E
Address: Inver Grove Heights, Minnesota

Our Client: City of Inver Grove Heights
Address: 8150 Barbara Avenue
Inver Grove Heights, Minnesota 55077

Contact: Steve Dodge
Telephone: (651) 450-2541

PROJECT INFORMATION

We understand the City of Inver Grove Heights will reconstruct and make sewer improvements to 93rd Street and Abigail Court. The proposed construction will include full urban street reconstruction consisting of 4 inches of bituminous, 6 inches of class 5 aggregate base, 24 inches of select granular fill, and geotextile fabric over the pavement subgrade with new curb and gutter. Drainage improvements will include the installation of approximately 600 lineal feet of RCP and 250 lineal feet of HDPE storm sewer with new drainage structures. The project also will include driveway apron replacement and a new infiltration basin north of the Abigail Court cul-de-sac.

SCOPE OF SERVICES

AET's anticipated scope of services for this project will be performed according to the project plans provided to us. The services provided by AET will be performed on a will-call basis, when notified by your field personnel. Our anticipated scope of services will include:

Soil Observations and Testing for Pavement Subgrades:

During excavation for reconstruction of the roadways and utility construction, we will perform intermittent trips to the site if requested by your site personnel. We can also provide test roll observations of the completed roadway subgrade before placement of geotextile fabric, select granular borrow, and Class 5 aggregate base.

During placement of fill, select granular borrow, and Class 5 aggregate base in the pavement areas, an Engineering Technician will visit the site on a will-call basis to test the fill, when requested by your field personnel. Our services will include the following:



- Soil compaction tests using a nuclear density gauge in pavement/utility excavations (by an Engineering Technician II).
- Aggregate base density tests using the Mn/DOT dynamic cone penetrometer.
- Standard Proctor tests of each different type of soil encountered at our test locations.
- Perform sieve tests of granular fill and Class 5 aggregate base.

Concrete Testing:

Personnel from AET will perform testing of concrete placed for curb and gutter and driveways, on a will-call basis, when requested by your field personnel. Our services will include:

- Field testing of concrete: including slump tests, air content tests, and temperature tests (by an Engineering Technician I or II).
- Casting concrete test cylinders for compressive strength testing (1 set of 4 cylinders for every 100 cubic yards or fraction thereof for each type of concrete placed each day).
- Pick up cylinders from the jobsite for delivery to AET laboratory.
- Compressive strength testing of concrete test cylinders (1 test at 7 days; 2 tests at 28 days; 1 HOLD cylinder).
- Evaluate conformance of above services to project plans and specifications.

Bituminous Testing:

Testing will be performed as required by the City of Inver Grove Heights. A split portion of each sample will be provided to our laboratory for testing. The number of tests required will depend primarily upon the number of days of bituminous placement. Coring of the bituminous pavement will be performed by the contractor at locations selected by the project engineer on a random basis. Half of the core samples will be delivered to our laboratory for testing and the other half are for testing by the contractor. The number of cores will depend on the daily amount of bituminous placement. During bituminous placement, we will perform the following testing if requested.

- Perform roll pattern testing of the bituminous as it is being placed, measuring in-place thickness and approximate density, if requested (by Engineering Technician II).
- Obtain samples of bituminous from the jobsite for lab testing (by Engineering Technician II).
- Perform MnDOT Gyratory Properties tests of each bituminous mixture; including asphalt extraction and aggregate gradation tests, Rice specific gravity tests, and Gyratory or Marshall density test.
- Measure the thickness of each layer of each of the cores.
- Determine the density of each layer of the cores to determine the “compaction” of the bituminous.
- Evaluate conformance of all tests to project plans and specifications.



Project Management and Coordination:

- Project management and supervision of AET personnel/activities by Senior Engineer (Registered Professional Engineer).
- Issue periodic reports presenting the results of our observations and testing.

FEES

All services will be invoiced on a unit cost basis according to the attached Fee Schedule. Our invoices will be determined by multiplying the number of tests, hours, or other units accumulated each billing period by their respective unit rates. We have also estimated a total cost which we anticipate will be required to complete the previously described observation and testing services, based on the material quantities provided on the project plans and our previous experience with similar projects in the City of Inver Grove Heights. Our estimated total cost will be \$12,470.

We caution that this proposal presents an estimated cost. Often, variations in the overall cost of the services occur due to reasons beyond our control, such as construction change orders, weather delays, changes in the contractor's schedule, unforeseen conditions or retesting of services. These variations will affect the actual invoice totals, either increasing or decreasing our total costs for the project from those estimated in this proposal. If more time or tests are required, additional fees may be needed to complete the project testing services. If less time or tests are needed, a cost savings will be realized. We will not, however, exceed the estimated total cost for the project without first obtaining your authorization.

TERMS AND CONDITIONS

Our services will be performed per the Contract Agreement Between the City of Inver Grove Heights and American Engineering Testing, Inc. for Professional Services, dated February 10, 2011 and Addendum No. 1 to the Master Contract dated April 6, 2012.

ACCEPTANCE

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

City of Inver Grove Heights
Proposal for Project Testing Services
AET Proposal No. 20-16712
April 9, 2018
Page 4 of 4



REMARKS

The estimated total cost and the terms of this document will be valid for 60 calendar days from the date of this proposal. After that time, if not authorized, we reserve the right to renegotiate any and all aspects of this proposal.

Thank you for this opportunity to submit our proposal. If you have any questions or need any additional information, please call me at (651) 789-4657 or email me at rschmidt@amengtest.com.

SIGNATURES

AET REPRESENTATIVE:

A handwritten signature in black ink, appearing to read 'RSCHMIDT', written over a horizontal line.

Ryan F. Schmidt, PE
Senior Engineer

April 9, 2018

Date

CLIENT ACCEPTANCE:

A horizontal line for a signature, currently blank.

Date

Reviewed By:

A handwritten signature in black ink, appearing to read 'Ryan T. Menter', written over a horizontal line.

Ryan T. Menter
Senior Engineer

Attachments:
Fee Schedule

FEE SCHEDULE
PROJECT TESTING SERVICES
93RD ST/ABIGAIL CT
INVER GROVE HEIGHTS, MINNESOTA
AET PROJECT NO. 20-16712



SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
<i>Excavation Observations and Compaction Testing</i>			
1. Staff Engineer I for observations of excavations and subgrade test rolls, consultation and reporting (services provided on a will-call basis - assumes 2 trips to the jobsite).	4 hours	\$124.00	\$496.00
2. Engineering Technician II travel time for soil compaction testing (services provided on a will-call basis - assumes 18 trips to the jobsite).	36 hours	\$87.00	\$3,132.00
3. Personal or Company vehicle mileage.	700 miles	\$0.75	\$525.00
4. Nuclear density gauge test.	40 tests	\$28.00	\$1,120.00
5. Dynamic cone penetrometer test.	8 tests	\$50.00	\$400.00
6. Standard Proctor tests (Methods A or B).	4 tests	\$130.00	\$520.00
7. Sieve tests of granular fill and Class 5 aggregate base.	4 tests	\$100.00	\$400.00
8. Oil content test on reclaimed bituminous sample.	2 tests	\$160.00	\$320.00
<i>Concrete Testing</i>			
1. Engineering Technician II for testing of concrete only - NO OBSERVATIONS OF REINFORCING STEEL (services provided on a will-call basis - assumes 5 trips to the jobsite).	15 hours	\$87.00	\$1,305.00
2. Personal or Company vehicle mileage.	175 miles	\$0.75	\$131.25
3. Curing, handling and compressive strength testing of 4" x 8" or 6" x 12" concrete test cylinders (includes handling of non-tested cylinders).	20 cyls.	\$25.00	\$500.00
4. Concrete cylinder pick-up service from jobsite.	5 trips	\$75.00	\$375.00
<i>Bituminous Testing</i>			
1. Engineering Technician II for observations of bituminous placement, establishing roll pattern, thickness and density testing, and obtaining samples for laboratory testing (services provided on a will-call basis - assumes 2 trips to the jobsite).	6 hours	\$87.00	\$522.00
2. Personal or Company vehicle mileage.	70 miles	\$0.75	\$52.50

FEE SCHEDULE
 PROJECT TESTING SERVICES
 93RD ST/ABIGAIL CT
 INVER GROVE HEIGHTS, MINNESOTA
 AET PROJECT NO. 20-16712



SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
<i>Bituminous Testing - Continued</i>			
3. Removal of cores from finished bituminous surface (includes all personnel, equipment rental and patching materials).	0 cores	\$120.00	\$0.00
4. Thickness and density tests of bituminous core samples.	8 tests	\$45.00	\$360.00
5. MnDOT Gyratory properties of bituminous; including Asphalt Extraction and Aggregate Gradation tests, Rice Specific Gravity test, and Gyratory Density test.	2 tests	\$500.00	\$1,000.00
<i>Project Management & Coordination</i>			
1. Project Manager for coordination of AET personnel and activities, attending meetings (if requested), consultation and report preparation.	8 hours	\$140.00	\$1,120.00
2. Principal Engineer for special consultation and report review.	1 hour	\$165.00	\$165.00
3. Personal or Company vehicle mileage.	35 miles	\$0.75	\$26.25
ESTIMATED BUDGET			\$12,470.00

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approving Resolution and Certificate Pursuant to Minnesota Statutes § 429.061, Subd. 2, Memorializing Deferment of Special Assessment by the City of Inver Grove Heights for Property Owned by Dale B. Stoerzinger and Lynn B. Stoerzinger for City Project No. 2017-09E – 93rd Street/Abigail Court Area Reconstruction

Meeting Date: May 14, 2018

Item Type: Consent

Contact: Thomas J. Kaldunski, 651.450.2572

Prepared by: Steve W. Dodge, Asst. City Engineer

Reviewed by: Scott D. Thureen, Public Works Director

SDT

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Pavement Management Fund and Special Assessments

PURPOSE/ACTION REQUESTED

Consider approving resolution and certificate pursuant to Minnesota Statutes § 429.061, Subd. 2, Memorializing Deferment of Special Assessment by the City of Inver Grove Heights for property owned by Dale B. Stoerzinger and Lynn B. Stoerzinger for City Project No. 2017-09E – 93rd Street/Abigail Court Area Reconstruction.

SUMMARY

The resolution and certificate memorialize a deferment of special assessment for Dale and Lynn Stoerzinger at 9342 Robert Trail South. The single-family property does not have driveway access to 93rd Street. Their current driveway access is to Robert Trail and thereby cannot be assessed per policy unless they build a future driveway to 93rd Street. The deferment is for the street assessment portion in the amount of \$19,500. The resident will be assessed \$8,500 for drainage and stormwater improvements.

At such time the property at 9342 Robert Trail is replatted or subdivided into two or more lots with at least one lot having driveway access to 93rd Street or the owner constructs, places, establishes or maintain a driveway access from any portion of the property (9342 Robert Trail) to 93rd Street, the deferment ceases. If the deferment ceases in or before the year 2042, the deferred amount becomes payable. The terms are outlined in the attached resolution.

The Engineering Division recommends approval of the attached resolution and certificate pursuant to Minnesota Statutes § 429.061, Subd. 2, Memorializing Deferment of Special Assessment by the City of Inver Grove Heights for property owned by Dale B. Stoerzinger and Lynn B. Stoerzinger for City Project No. 2017-09E – 93rd Street/Abigail Court Area Reconstruction.

SWD/kf

Attachment: Resolution

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

RESOLUTION NO. _____

**RESOLUTION AND CERTIFICATE PURSUANT TO
MINNESOTA STATUTES § 429.061, SUBD. 2,
MEMORIALIZING DEFERMENT OF SPECIAL ASSESSMENT
BY THE CITY OF INVER GROVE HEIGHTS FOR PROPERTY
OWNED BY DALE B. STOERZINGER AND LYNN R. STOERZINGER**

WHEREAS, Dale B. Stoerzinger and Lynn R. Stoerzinger, husband and wife, (“Landowner”) own certain real property situated in the City of Inver Grove Heights, County of Dakota, State of Minnesota, addressed as 9342 Robert Trail South, Inver Grove Heights, MN, 55077 and identified as Dakota County Property Tax Parcel Number 20-32950-01-131 and legally described in Exhibit A attached hereto (the “Property”).

WHEREAS, the City of Inver Grove Heights (hereinafter referred to as the “City”) has ordered City Project No. 2017-09E – 93rd Street and Abigail Court Area Reconstruction (the “Project”) by way of Resolution No. 17-180.

WHEREAS, the Project includes street improvements and drainage and stormwater improvements.

WHEREAS, the City has levied a special assessment of \$28,000 against the Property for the benefit received from the Project consisting of \$19,500 for street improvements and \$8,500 for drainage and stormwater improvements.

WHEREAS, the only current driveway access to the Property is to and from Highway 3. There is not current driveway access to the Property to and from 93rd Street East.

WHEREAS, the City has determined to defer \$19,500 of the total principal special assessment of \$19,500 for street improvements pursuant to the terms of the deferral described below.

WHEREAS, Minnesota Statutes § 429.061, Subd. 2, provides a procedure whereby a city may levy special assessments against benefited property, but defer payment of certain amounts of special assessments.

WHEREAS, Minnesota Statutes § 429.061, Subd. 2 specifically provides that if special assessments have been deferred, then the City shall record with the county recorder a certificate containing the legal description of the affected property and the amount of the deferred special assessment.

NOW THEREFORE, the City Council of Inver Grove Heights does hereby resolve, certify and memorialize for recording the following:

1. Upon due notice and after hearing, on April 23, 2018, the City Council, acting pursuant to Minnesota Statutes Chapter 429, levied a special assessment for the City's Project No. 2017-09E – 93rd Street E. and Abigail Court Area Reconstruction, in the original principal amount of \$28,000 against benefited property addressed as 9342 Robert Trail S., Inver Grove Heights, MN and identified as Dakota County Property Tax Parcel Number 20-32950-01-131, and legally described in Exhibit A, which is attached hereto and made a part hereof (herein referred to as the "Property"). The principal amount of \$28,000 consists of \$19,500 for street improvements and \$8,500 for drainage and stormwater improvements.
2. The Council determines that the assessment of \$19,500 for street improvements is subject to the deferral.
3. Contemporaneous with the special assessment levy of \$19,500, the City Council does hereby defer payment of \$19,500 of the principal special assessment, together with interest, pursuant to the following terms and conditions:
 - a. The principal amount of \$19,500 is hereby deferred. This deferred amount shall not accrue interest during the deferral period.
 - b. The deferment shall cease upon the occurrence of the following events:
 - i. Owner constructs, places, establishes or maintains a driveway access from any portion of the Property to 93rd Street; or
 - ii. The Property is re-platted or subdivided into two or more lots with at least one lot having driveway access to 93rd Street.
4. If the deferment ceases in or before the year 2042, the deferred amount shall become payable and shall be collected pursuant to the following terms and conditions:

- a. The principal amount previously deferred shall begin to accrue interest at the rate of 4.0% from the date the deferment ceased.
- b. The principal amount previously deferred shall be payable in five (5) equal annual installments.
- c. The principal installments, together with accrued interest on the unpaid principal balance, shall be due and payable with real estate taxes over five (5) calendar years. The first calendar year for payment shall be the calendar year that follows the year when the deferment ceased.

Provided, however, if the deferment ceases in the years 2043, 2044, 2045 or 2046, then the principal amount (together with accrued interest) shall be paid over the number of annual installments equal to the calendar years that remain between the end of the year 2047 and the year that followed the cessation of the deferment.

If the deferment has not ceased before the end of the year 2046, the deferred principal amount shall be deemed cancelled and shall no longer be a lien against the Property.

5. Pursuant to Minnesota Statutes § 429.061, Subd. 2, this Resolution and Certificate shall be recorded with the Dakota County Recorder.

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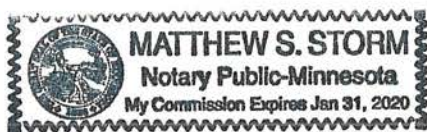
LANDOWNER:


Dale B. Stoerzinger


Lynn R. Stoerzinger

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 9TH day of FEBRUARY, 2018, before me a Notary Public within and for said County, personally appeared Dale B. Stoerzinger and Lynn R. Stoerzinger, 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

Passed this 22nd day of January, 2018.

George Tourville, Mayor

Attest:

Michelle Tesser, City Clerk

(CITY SEAL)

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 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 PROPERTY

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

Lots 13 and 14, Block 1, Hillside Woods, Dakota County, Minnesota.

Abstract Property.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Approving Permanent and/or Temporary Easement Agreements and Assessment Agreements for City Project No. 2017-09E – 93rd Street/Abigail Court Street Reconstruction

Meeting Date: May 14, 2018
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Assistant City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Pavement Management Fund, and Special Assessments

PURPOSE/ACTION REQUESTED

Consider resolution approving permanent and/or temporary easements agreements and assessment agreements for City Project No. 2017-09E – 93rd Street/Abigail Court Street Reconstruction,

SUMMARY

Staff has worked with residents on the necessary agreements for City Project No. 2017-09E – 93rd Street/Abigail Court Street Reconstruction as listed:

1. Permanent Drainage and Utility Easement Agreement for Lot 13, Block 1, Hillside Woods (Stoerzinger)
2. City of Inver Grove Heights Easement Conveyance Agreement with Gerald Osiecki and Barbara Osiecki for City Project No. 2017-09E (93rd Street and Abigail Court Area Reconstruction)
3. Permanent Drainage and Utility Easement and Temporary Construction Easement for Lot 7, Block 1, Hillside Woods (Osiecki)
4. City of Inver Grove Heights Easement Conveyance Agreement with Steven J. Fox and Nancy L. Fox for City Project No. 2017-09E (93rd Street and Abigail Court Area Reconstruction)
5. Permanent Drainage and Utility Easement Agreement for Lot 10, Block 1, Hillside Woods (Fox)
6. City of Inver Grove Heights Easement Conveyance Agreement with Steve J. Braun and Suzanne M. Braun
7. Permanent Drainage and Utility Easement Agreement for Lot 11, Block 1, Hillside Woods (Braun)

The agreements are for temporary and/or permanent easement costs with payment of such easement to be covered per the assessment agreement.

LAND ACQUISITION COSTS

Address	Name	Temporary Easement Costs	Permanent Easement Costs	Deduct from Assessment Amount
9342 Robert Trl	Stoerzinger		\$11,300.00	Issue Check
9410 Abigail Ct	Osiecki	\$4,700.00	\$22,100.00	Yes, and issue check for balance
9445 Abigail Ct	Fox		\$1,700.00	Yes
9385 Abigail Ct	Braun		\$13,800.00	Yes

The homeowners have signed the agreements. The total land acquisition costs are \$53,600. The City will reduce assessments and/or issue a check for payment for the easements.

Staff recommends approval of the resolution approving permanent and/or temporary easement agreements and approving assessment agreements for City Project No. 2017-09E – 93rd Street/Abigail Court Street Reconstruction,

SWD/kf

Attachments: Resolution
 Easement Exhibits (4)
 Agreements (7)

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

**RESOLUTION APPROVING PERMANENT AND TEMPORARY EASEMENTS AGREEMENTS AND
ASSESSMENT AGREEMENTS FOR CITY PROJECT NO. 2017-09E – 93RD STREET/ABIGAIL COURT
STREET RECONSTRUCTION**

RESOLUTION NO. _____

WHEREAS, City Project No. 2017-09E was ordered on September 25, 2017 and the assessment hearing for the project was held on April 23, 2018; and

WHEREAS, certain temporary and permanent easement were required for existing and proposed stormwater facilities.

WHEREAS, payment for such easements were addressed per the assessment agreements with each property owner.

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

1. The following agreements are hereby approved by Mayor and Council:
 - a. Permanent Drainage and Utility Easement Agreement for Lot 13, Block 1, Hillside Woods (Stoerzinger)
 - b. City of Inver Grove Heights Easement Conveyance Agreement with Gerald Osiecki and Barbara Osiecki for City Project No. 2017-09E (93rd Street and Abigail Court Area Reconstruction)
 - c. Permanent Drainage and Utility Easement and Temporary Construction Easement for Lot 7, Block 1, Hillside Woods (Osiecki)
 - d. City of Inver Grove Heights Easement Conveyance Agreement with Steven J. Fox and Nancy L. Fox for City Project No. 2017-09E (93rd Street and Abigail Court Area Reconstruction)
 - e. Permanent Drainage and Utility Easement Agreement for Lot 10, Block 1, Hillside Woods (Fox)
 - f. City of Inver Grove Heights Easement Conveyance Agreement with Steve J. Braun and Suzanne M. Braun
 - g. Permanent Drainage and Utility Easement Agreement for Lot 11, Block 1, Hillside Woods (Braun)
2. Agreements shall be funded through the Pavement Management Fund and Special Assessments.

Adopted by the City Council of Inver Grove Heights this 14th day of May 2018

AYES:

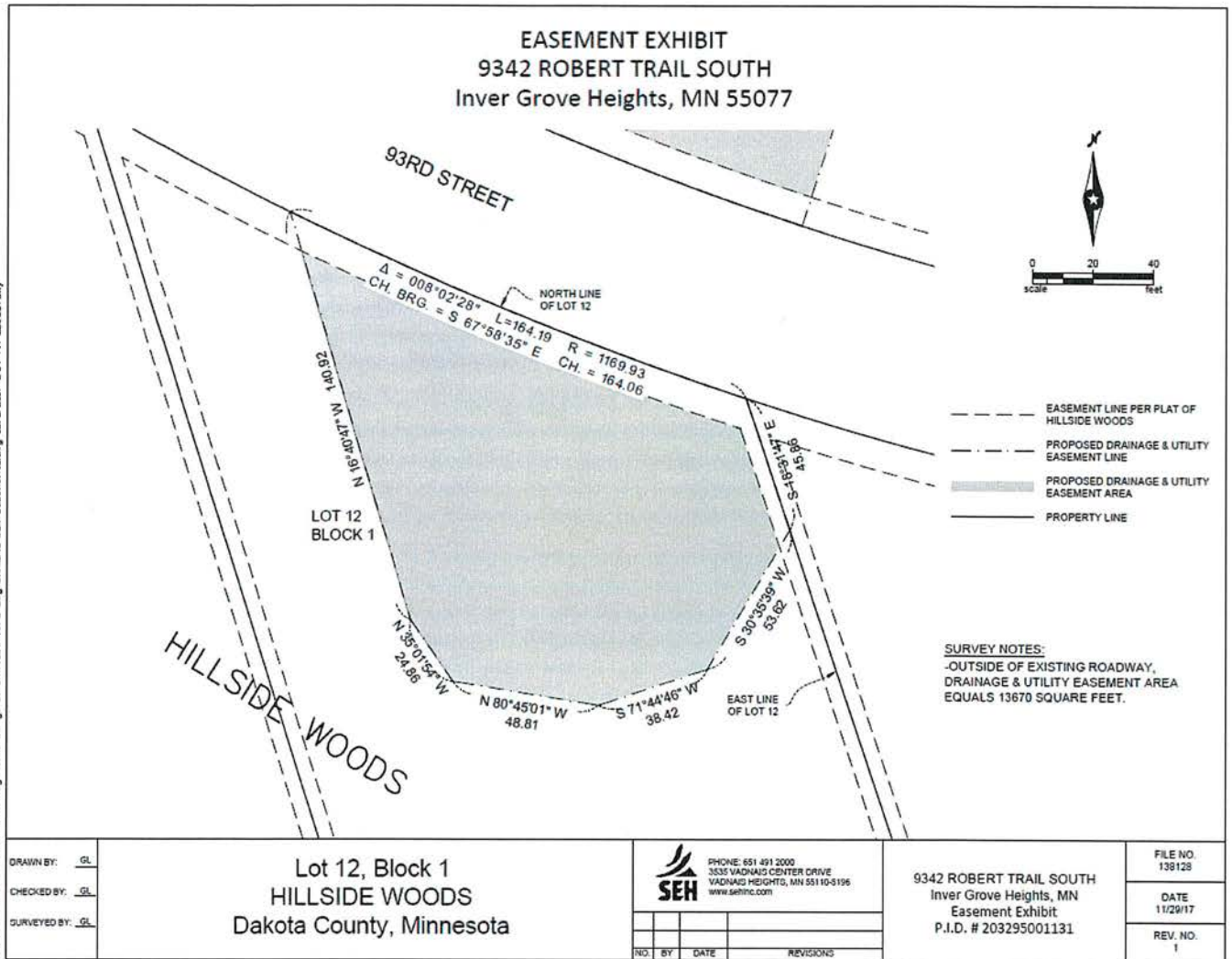
NAYS:

ATTEST:

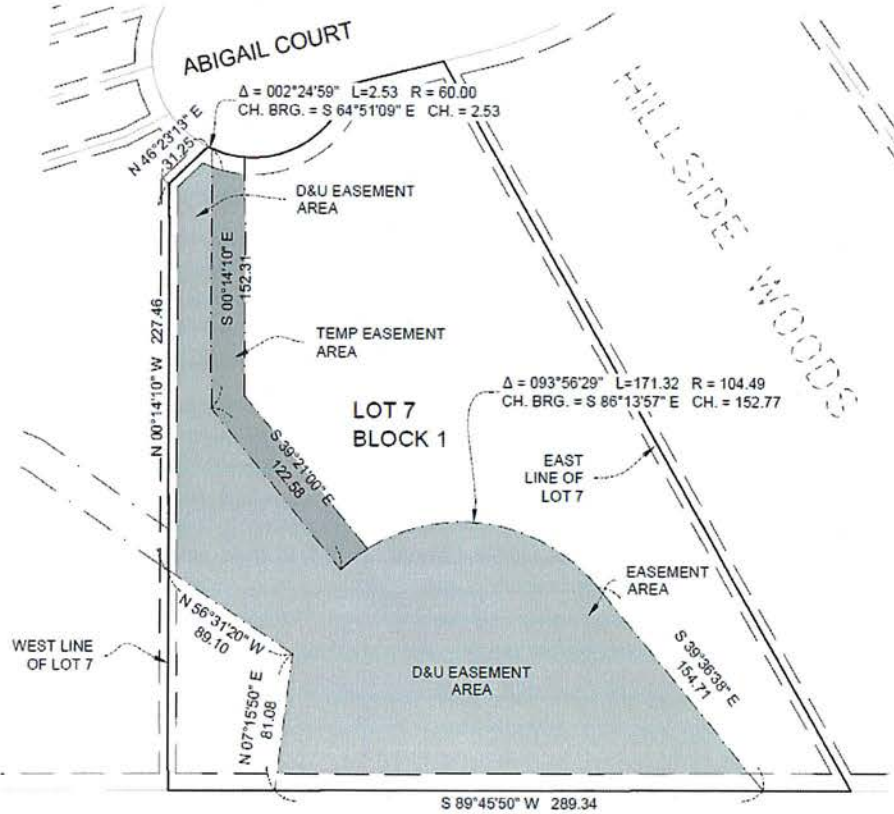
George Tourville, Mayor

Michelle Tesser, City Clerk

**EASEMENT EXHIBIT
9342 ROBERT TRAIL SOUTH
Inver Grove Heights, MN 55077**



EASEMENT EXHIBIT
9410 Abigail Court
Inver Grove Heights, MN 55077



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 CHECKED BY: GL
 SURVEYED BY: GL

Lot 7, Block 1
HILLSIDE WOODS
Dakota County, Minnesota

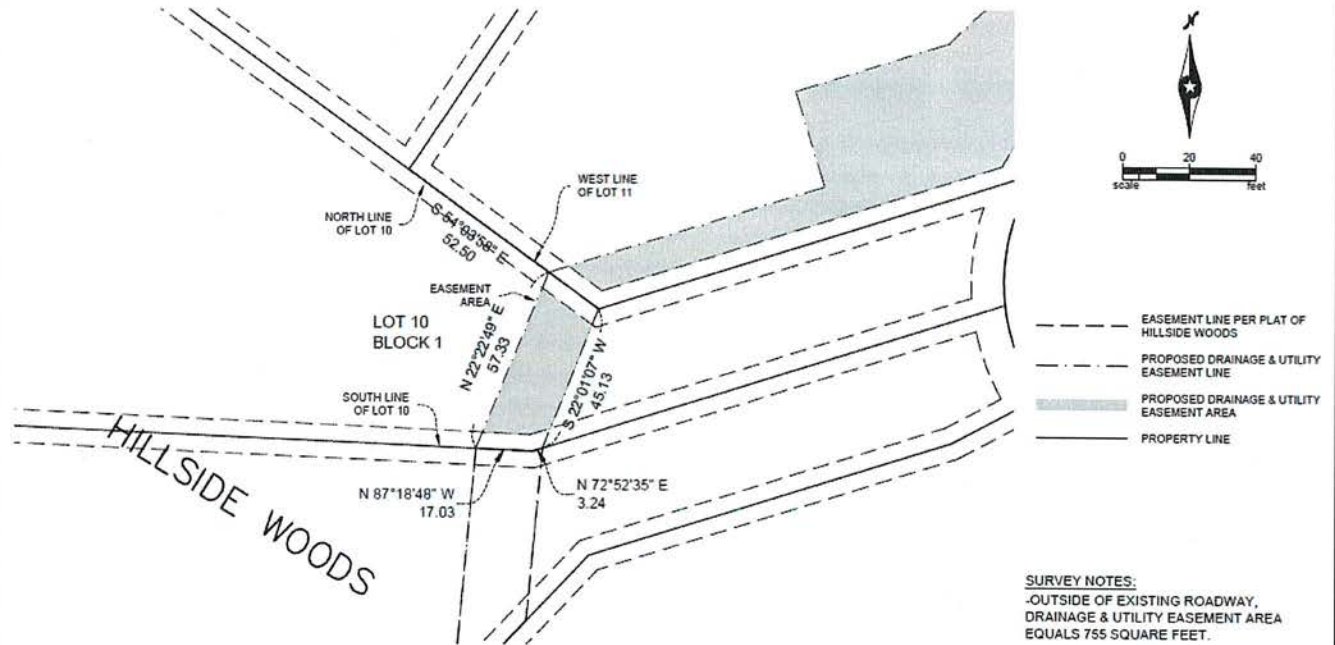
SEH
 PHONE: 651.451.2000
 3335 VANDERBILT CENTER DRIVE
 VANDERBILT HEIGHTS, MN 55110-5195
 www.sehmn.com

NO.	BY	DATE	REVISIONS

9410 Abigail Court
Inver Grove Heights, MN
Easement Exhibit
P.I.D. # 203295001070

FILE NO. 138128
DATE 1/16/18
REV. NO. 1

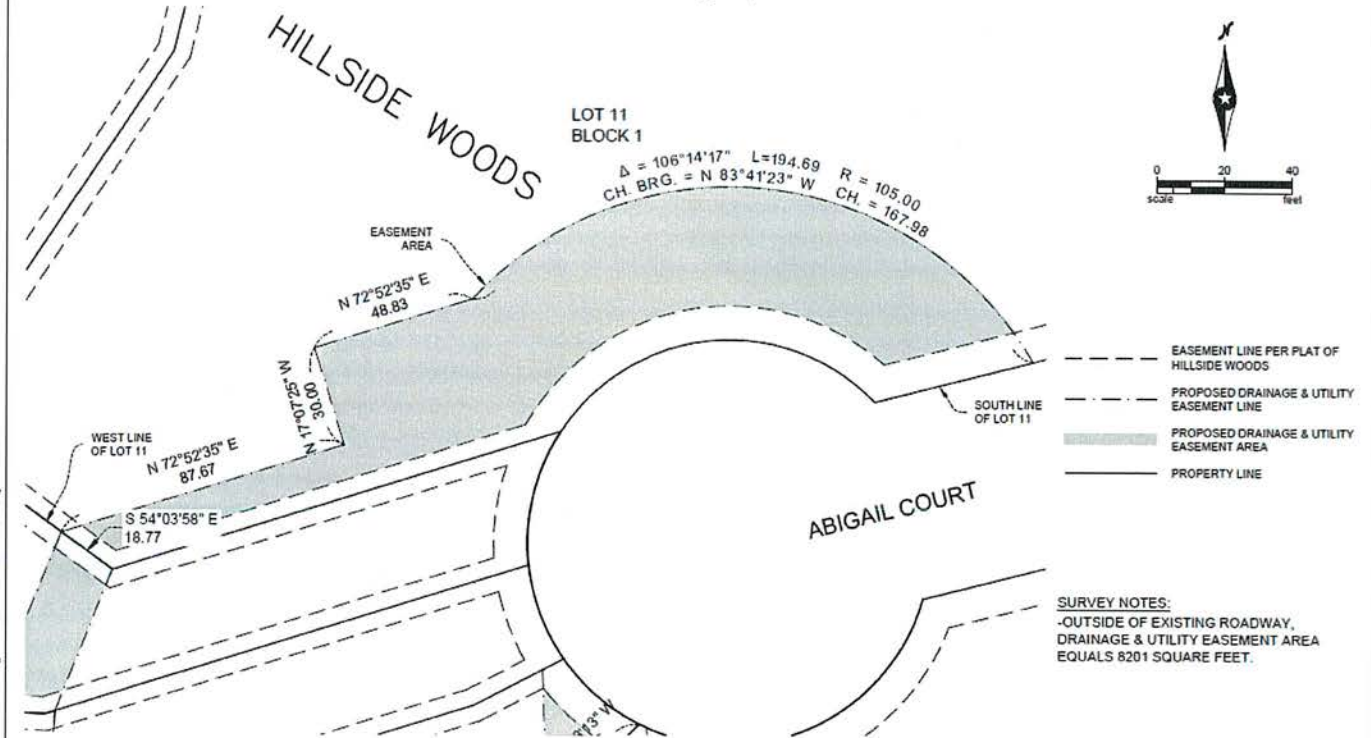
**EASEMENT EXHIBIT
9445 ABIGAIL COURT
Inver Grove Heights, MN 55077**



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DRAWN BY: <u>GL</u>	Lot 10, Block 1 HILLSIDE WOODS Dakota County, Minnesota	SEH PHONE: 651-491-2000 3535 VADNAG CENTER DRIVE VADNAG HEIGHTS, MN 55110-5196 www.sehinc.com	9445 ABIGAIL COURT Inver Grove Heights, MN Easement Exhibit P.I.D. # 203295001100	FILE NO. 138128
CHECKED BY: <u>GL</u>				DATE 11/29/17
SURVEYED BY: <u>GL</u>				REV. NO. 1
		NO. BY DATE	REVISIONS	

EASEMENT EXHIBIT
9385 ABIGAIL COURT
Inver Grove Heights, MN 55077



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DRAWN BY: <u>GL</u>	Lot 11, Block 1 HILLSIDE WOODS Dakota County, Minnesota	SEH PHONE: 651 491 2000 3535 VADNAIS CENTER DRIVE VADNAIS HEIGHTS, MN 55110-5196 www.sehinc.com	9385 ABIGAIL COURT Inver Grove Heights, MN Easement Exhibit P.I.D. # 203295001110	FILE NO. 138128
CHECKED BY: <u>GL</u>				DATE 11/28/17
SURVEYED BY: <u>GL</u>				REV. NO. 1

PERMANENT DRAINAGE AND UTILITY
EASEMENT AGREEMENT FOR LOT 13, BLOCK 1,
HILLSIDE WOODS, DAKOTA COUNTY
MINNESOTA

THIS PERMANENT DRAINAGE AND UTILITY EASEMENT AGREEMENT is made, granted and conveyed this ____ day of _____, 2018, by and between Dale B. Stoerzinger and Lynn R. Stoerzinger, husband and wife, hereinafter collectively referred to as the "Landowner," and the City of Inver Grove Heights, a Minnesota municipal corporation, 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 for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey and quitclaim to the City, its successors and assigns, the following:

A permanent easement for utility and drainage purposes and for all such purposes ancillary, incident or related thereto (hereinafter "Permanent Easement") under, over, across, through and upon that real property identified and 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 drainage facilities and utilities and all facilities, appurtenances and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

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 Permanent Easement; and

- b.) to maintain the Permanent Easement Area and any City improvements located therein, together with the right to excavate and refill ditches or trenches; 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 drainage facilities and utilities; 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 the Landowner, their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

The Landowner, for themselves and their successors and assigns, do hereby warrant to and covenant with the City, its successors and assigns, that they are well seized in fee of the Landowner's Property described on Exhibit A and the 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.

The City shall indemnify, defend and hold harmless the Landowner from all claims brought by third parties against Landowner arising from the City's negligent exercise of its rights under this Permanent Easement.

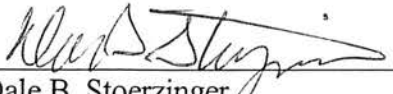
The Landowner is not responsible or obligated to maintain the drainage facilities or utilities located within the Permanent Easement Area on the Landowner's Property.

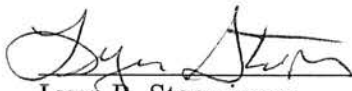
This Permanent Drainage and Utility Easement Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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

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

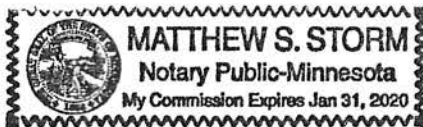
LANDOWNER:


Dale B. Stoerzinger


Lynn R. Stoerzinger

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 9TH day of FEBRUARY, 2018, before me a Notary Public within and for said County, personally appeared Dale B. Stoerzinger and Lynn R. Stoerzinger, 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

CITY:
CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

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:

Lots 13 and 14, Block 1, Hillside Woods, Dakota County, Minnesota.

Abstract Property.

EXHIBIT B
LEGAL DESCRIPTION AND DEPICTION OF PERMANENT EASEMENT AREA

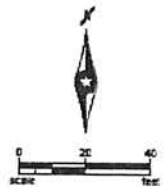
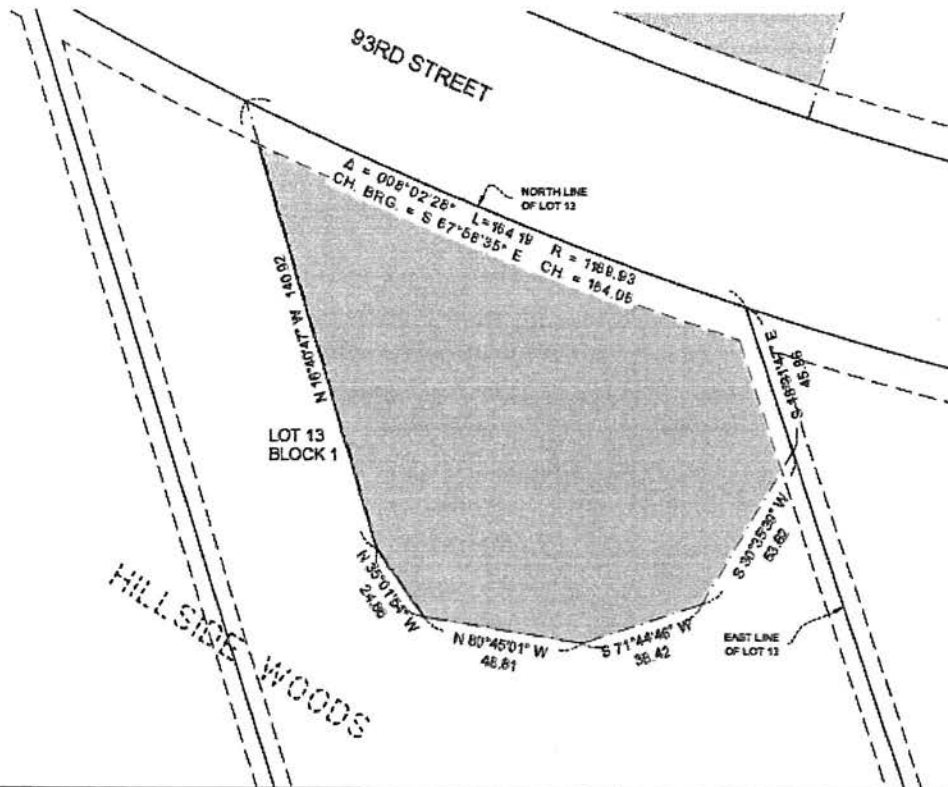
An easement for drainage and utility purposes over, under, and across that part of Lot 13, Block 1, Hillside Woods, described as follows:

Beginning at the northeast corner of said Lot 13, thence South 18 degrees 31 minutes 47 seconds East a distance of 45.86 feet; thence South 30 degrees 35 minutes 39 seconds West a distance of 53.62 feet; thence South 71 degrees 44 minutes 46 seconds West a distance of 38.42 feet; thence North 80 degrees 45 minutes 01 second West a distance of 48.81 feet; thence North 35 degrees 01 minute 54 seconds West a distance of 24.86 feet; thence North 16 degrees 40 minutes 47 minutes West a distance of 140.92 feet to a point on the north line of said Lot 13; thence southeasterly along said north line a distance of 164.19 feet along a non-tangential curve concave to the northeast, having a radius of 1169.93 feet, a central angle of 08 degrees 02 minutes 28 seconds, and a chord that bears South 67 degrees 58 minutes 35 seconds East a distance of 164.06 feet to the point of beginning.

Excepting out the drainage and utility easements as dedicated per said Plat of Hillside Woods.

Permanent Easement Area encompasses 13670 SF of said Lot 13.

EASEMENT EXHIBIT
9342 ROBERT TRAIL SOUTH
Inver Grove Heights, MN 55077



- EASEMENT LINE PER PLAT OF HILLSIDE WOODS
- PROPOSED DRAINAGE & UTILITY EASEMENT LINE
- PROPOSED DRAINAGE & UTILITY EASEMENT AREA
- PROPERTY LINE

SURVEY NOTES:
-OUTSIDE OF EXISTING ROADWAY,
DRAINAGE & UTILITY EASEMENT AREA
EQUALS 13670 SQUARE FEET.

DRAWN BY: <u>GL</u> CHECKED BY: <u>GL</u> SURVEYED BY: <u>GL</u>	Lot 13, Block 1 HILLSIDE WOODS Dakota County, Minnesota	 PHONE: 651.481.3032 2809 WILKINS CENTER DRIVE WAUKESHA HEIGHTS, MN 55195-8108 www.sehinc.com	9342 ROBERT TRAIL SOUTH Inver Grove Heights, MN Easement Exhibit P.L.D. # 203295001131	FILE NO. 138128 DATE 11/28/17 REV. NO. 1
		NO. BT. DATE REVISIONS		

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**CITY OF INVER GROVE HEIGHTS
EASEMENT CONVEYANCE AGREEMENT
WITH GERALD OSIECKI AND BARBARA OSIECKI
FOR CITY PROJECT NO. 2017-09E
(93RD STREET AND ABIGAIL COURT AREA RECONSTRUCTION)**

THIS EASEMENT CONVEYANCE AGREEMENT ("Agreement") is made, entered into and effective as of the _____ day of February, 2018 ("Agreement Date"), by and between the City of Inver Grove Heights, a Minnesota municipal corporation (the "City") and Gerald Osiecki and Barbara Osiecki, husband and wife (the "Owner").

WITNESSETH:

WHEREAS, the Owner owns the tax parcel identified on the attached **Exhibit No. 1** (the Assessed Real Property). The tax parcel is located at 9410 Abigail Court, Inver Grove Heights, MN 55077 in Dakota County, Minnesota.

WHEREAS, the Owner is willing to provide the City with an Easement Conveyance (pursuant to a Permanent Drainage and Utility Easement Agreement in the form attached hereto as **Exhibit No. 2**) in exchange for the sum of \$26,800.00 (Easement Payment).

WHEREAS, the City proposes to specially assess the Assessed Real Property for the Project.

WHEREAS, the City is willing to pay the Owner the Easement Payment by a partial prepayment of the special assessment to be levied against the Assessed Real Property for City Project No. 2017-09E and the Owner is willing to accept the Easement Payment by the City partially prepaying the special assessments against the Assessed Real Property for City Project No. 2017-09E.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

ARTICLE 1
DEFINITIONS

1.1 DEFINITIONS. The following are terms used in this Agreement. Their meanings as used in this Agreement shall be expressly indicated below, unless the context of this Agreement requires otherwise:

- (a) Agreement. This agreement for an easement conveyance.
- (b) Agreement Date. The date written in the first paragraph of the Agreement.
- (c) Assessed Real Property. The tax parcel identified on the attached Exhibit No. 1.
- (d) City. The City of Inver Grove Heights, a Minnesota municipal corporation.
- (e) Easement Conveyance. The Owner's execution and delivery of the Permanent Drainage and Utility Easement Agreement to the City in the form attached hereto as Exhibit No. 2.
- (f) Easement Payment. Easement Payment means the sum of \$26,800.00.
- (g) Owner. Gerald Osiecki and Barbara Osiecki, husband and wife.
- (h) Project. City Project No. 2017-09E – 93rd Street and Abigail Court Area Reconstruction.

ARTICLE 2 **COVENANTS AND AGREEMENTS**

2.1 COVENANTS AND AGREEMENTS OF THE OWNER. The Owner covenants and agrees with the City that:

- (a) Easement Conveyance. Owner, in consideration of Easement Payment and other good and valuable consideration, does hereby agree to grant and convey to the City, its successors and assigns, forever, a permanent easement for drainage and utility purposes pursuant to the Permanent Drainage and Utility Easement Agreement attached hereto as Exhibit No. 2. The Easement Conveyance shall be executed by the Owner and delivered to the City within ten days after request by the City.
- (b) Easement Payment to Reduce Assessed Real Property Assessment. For the Project, Owner authorizes the City to pay the Easement Payment by prepaying the prepayment amounts shown on Exhibit No. 1.

2.2 COVENANTS AND AGREEMENTS OF THE CITY. The City covenants and agrees with the Owner that:

- (a) Payment of Easement Payment. In consideration of the covenants and agreements

of the Owner, the City agrees that upon the City requesting delivery of the Easement Conveyance, the City shall pay the Easement Payment in the manner hereafter set forth. The manner and timing of payment for the Easement Payment shall be by the City prepaying the amounts shown on Exhibit No. 1 in order to reduce the remaining special assessment against the Assessed Real Property. The remaining unpaid special assessment shall be the assessment certified to the county for collection unless the Owner chooses to also pay the remaining unpaid amount prior to certification to the county.

- (b) Project Assessments. City agrees that the levied assessment for the Project against the Assessed Real Property shall not exceed the amount shown on Exhibit No. 1 in the column labeled "Assessments to be Levied." The principal amount of the assessments shall be spread over ten (10) annual principal payments plus interest. The first installment of principal and interest shall be in calendar year 2019. Interest on the special assessments shall begin to accrue from and after the date the assessments are levied by the City Council. The interest rate shall be determined by the City Council.

ARTICLE 3 **GENERAL PROVISIONS**

3.1 NOTICES. All notices, requests, demands or other communications required or permitted by this Agreement shall be in writing and delivery shall be deemed to be sufficient if delivered personally or by registered or certified mail, return receipt accepted, postage prepaid, addressed as follows:

If to the City:	City of Inver Grove Heights Attn: City Administrator 8150 Barbara Avenue Inver Grove Heights, MN 55077
-----------------	---

If to the Owner:	Gerald Osiecki and Barbara Osiecki 9410 Abigail Court Inver Grove Heights, MN 55077
------------------	---

3.2 NON-ASSIGNABILITY. The City shall not assign any interest in this Agreement or transfer any interest in the same without the prior written consent of Owner.

3.3 BINDING EFFECT. This Agreement and the terms, conditions and covenants contained herein and the transaction contemplated hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall further be binding on subsequent purchasers of the Assessed Real Property and shall run with the Assessed Real Property herein described.

3.4 SEVERABILITY. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or

render unenforceable any other provision hereof.

3.5 AMENDMENTS, CHANGES AND MODIFICATIONS. This Agreement may be amended or any of its terms modified or changed only by a written amendment authorized and executed by the City and the Owner.

3.6 COUNTERPARTS. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

3.7 ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

3.8 APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

3.9 DEFAULT. If a party to this Agreement materially defaults in the due and timely performance of any of its covenants, or agreements hereunder, the other party(s) may give notice of default of this Agreement. The notice shall specify with particularity the default or defaults on which the notice is based. The notice shall specify a 10 day cure period within which the specified default or defaults must be cured. If the specified defaults are not cured within the cure period, the other party(s) may pursue all remedies and sanctions available at law and in equity, including specific performance.

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

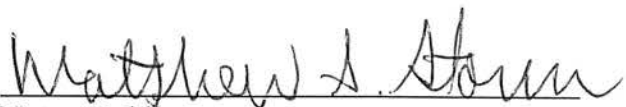
LANDOWNER:


Gerald Osiecki


Barbara Osiecki

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 6th day of February, 2018, before me a Notary Public within and for said County, personally appeared Gerald Osiecki and Barbara Osiecki, 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

**CITY:
CITY OF INVER GROVE HEIGHTS**

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

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 NO. 1
ASSESSED REAL PROPERTY

TAX PARCEL IDENTIFICATION NO. (ASSESSED REAL PROPERTY)	CITY PROPOSED ASSESSMENTS TO BE LEVIED	AMOUNT TO BE PREPAID BY CITY BY WAY OF EASEMENT PAYMENT	REMAINING UNPAID ASSESSMENTS
20-32950-01-070	\$19,500	\$26,800.00	\$0.00

EXHIBIT NO. 2
PERMANENT DRAINAGE AND UTILITY EASEMENT AGREEMENT

PERMANENT DRAINAGE AND UTILITY EASEMENT
AND
TEMPORARY CONSTRUCTION EASEMENT
FOR LOT 7, BLOCK 1, HILLSIDE WOODS
DAKOTA COUNTY, MINNESOTA

This **PERMANENT DRAINAGE AND UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT** (Easement) is made, granted and conveyed this _____ day of _____, 2018, between Gerald Osiecki and Barbara Osiecki, husband and wife, hereinafter referred to as the "Landowner" and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City."

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

The Landowner for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey and quitclaim to the City, its successors and assigns, the following:

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

hereto and incorporated herein by reference. The Temporary Easement shall expire on **December 31, 2019**.

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

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, crops, 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; and
- e.) to enter upon the Temporary Easement Area during the term of its existence for the purposes of construction, inspection, grading, sloping, and restoration relating to the purposes of this Easement; and
- f.) to maintain the Temporary Easement Area during the term of its existence, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- g.) to remove from the Temporary Easement Area during the term of its existence trees, crops, 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 Temporary Easement Area; and

h.) to remove or otherwise dispose of all earth or other material excavated from the Temporary Easement Area during the term of its existence 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 or Temporary Easement Areas 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, their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

The Landowner, for themselves and their successors and assigns, does 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 and Temporary Easement Areas described on Exhibit B and have good right to grant and convey the Permanent and Temporary Easements herein to the City.

This Easement shall run with and be appurtenant to the Easement Areas and bind and inure to the benefit of the parties and their respective assigns and successors.

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

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:

Michelle Tesser, City Clerk

(CITY SEAL)

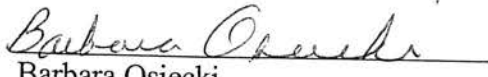
STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

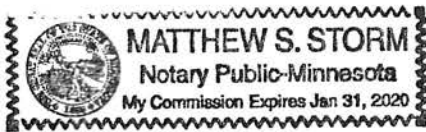
LANDOWNER:

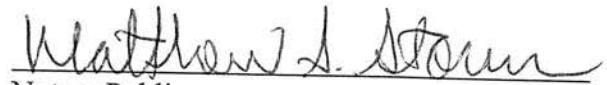

Gerald Osiecki


Barbara Osiecki

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 6th day of FEBRUARY, 2018, before me a Notary Public within and for said County, personally appeared Gerald Osiecki and Barbara Osiecki, 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 7, Block 1, Hillside Woods, Dakota County, Minnesota.

Abstract Property

EXHIBIT B
LEGAL DESCRIPTIONS AND DEPICTION OF EASEMENT AREAS

Legal Description of Permanent Easement Area:

An easement for drainage and utility purposes over, under, and across that part of Lot 7, Block 1, Hillside Woods, described as follows:

Beginning at the most northerly corner of said Lot 7, thence southeasterly along said north line of Lot 7 a distance of 2.53 feet along a non-tangential curve concave to the north, having a radius of 60.00 feet, a central angle of 02 degrees 24 minutes 59 seconds, and a chord that bears South 64 degrees 51 minutes 09 seconds East a distance of 2.53 feet; thence South 00 degrees 14 minutes 10 seconds East a distance of 152.31 feet; thence South 39 degrees 21 minutes 00 seconds East a distance of 122.58 feet; thence easterly a distance of 171.32 feet along a non-tangential curve concave to the south, having a radius of 104.49 feet, a central angle of 93 degrees 56 minutes 29 seconds, and a chord that bears South 86 degrees 13 minutes 57 seconds East a distance of 152.77 feet; thence South 39 degrees 36 minutes 38 seconds East a distance of 154.71 feet to a point on the south line of said Lot 7; thence South 89 degrees 45 minutes 50 seconds West along said south line a distance of 289.34 feet; thence North 07 degrees 15 minutes 50 seconds East a distance of 81.08 feet; thence North 56 degrees 31 minutes 20 seconds West a distance of 89.10 feet to a point on the westerly line of said Lot 7; thence North 00 degrees 14 minutes 10 seconds West along said west line of Lot 7 a distance of 227.46 feet; thence North 46 degrees 23 minutes 13 seconds East continuing along said west line a distance of 31.25 feet to the point of beginning.

Excepting out the drainage and utility easements as dedicated per said plat of Hillside Woods.

Permanent Easement Area encompasses 39,866 SF of said Lot 7.

TOGETHER WITH

Legal Description of Temporary Easement Area:

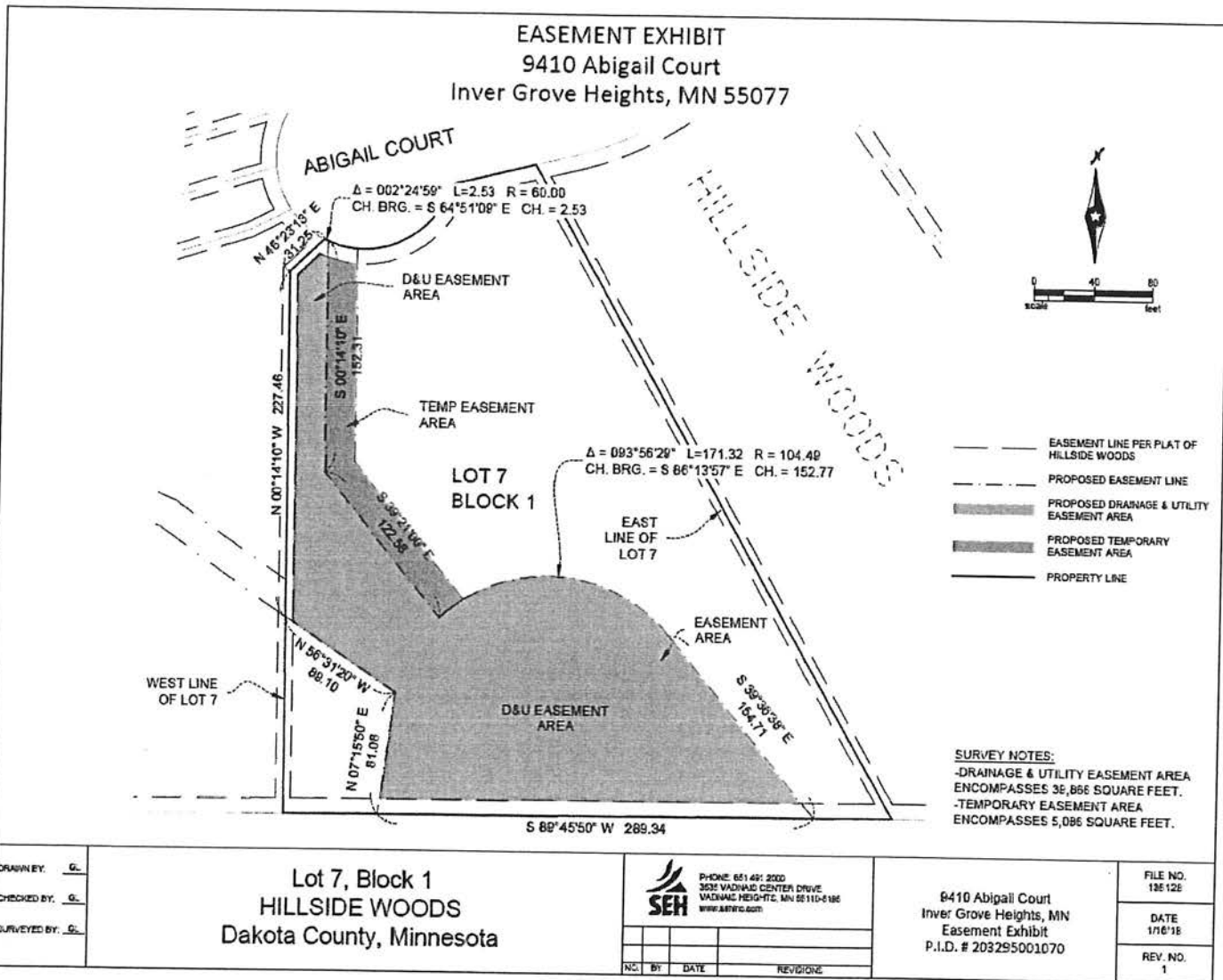
A temporary easement for construction purposes over, under, and across that part of Lot 7, Block 1, Hillside Woods, described as follows:

Commencing at most northerly corner of said Lot 7, thence southeasterly along said north line of said Lot 7 a distance of 2.53 feet along a non-tangential curve concave to the north, having a radius of 60.00 feet, a central angle of 02 degrees 24 minutes 59 seconds, and a chord that bears South 64 degrees 51 minutes 09 seconds East a distance of 2.53 feet to the point of beginning of the Temporary Easement to be described; thence South 00 degrees 14 minutes 10 seconds East a distance of 152.31 feet; thence South 39 degrees 21 minutes 00 seconds East a distance of 122.58 feet to a point on the above described utility & drainage easement line; thence easterly along said

line a distance of 20.04 feet along a non-tangential curve concave to the south, having a radius of 104.49 feet, a central angle of 10 degrees 59 minutes 17 seconds, and a chord that bears North 52 degrees 17 minutes 27 seconds East a distance of 20.01 feet; thence North 39 degrees 21 minutes 00 seconds West a distance of 116.05 feet; thence North 00 degrees 14 minutes 10 seconds West a distance of 140.12 feet to a point on the north line of said Lot 7; thence westerly along said north line to the point of beginning.

Temporary Easement Area encompasses 5086 SF of said Lot 7.

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**CITY OF INVER GROVE HEIGHTS
EASEMENT CONVEYANCE AGREEMENT
WITH STEVEN J. FOX AND NANCY L. FOX
FOR CITY PROJECT NO. 2017-09E
(93RD STREET AND ABIGAIL COURT AREA RECONSTRUCTION)**

THIS EASEMENT CONVEYANCE AGREEMENT ("Agreement") is made, entered into and effective as of the 28th day of February, 2018 ("Agreement Date"), by and between the City of Inver Grove Heights, a Minnesota municipal corporation (the "City") and Steven J. Fox and Nancy L. Fox, husband and wife (the "Owner").

WITNESSETH:

WHEREAS, the Owner owns the tax parcel identified on the attached **Exhibit No. 1** (the Assessed Real Property). The tax parcel is located at 9445 Abigail Court, Inver Grove Heights, MN 55077 in Dakota County, Minnesota.

WHEREAS, the Owner is willing to provide the City with an Easement Conveyance (pursuant to a Permanent Drainage and Utility Easement Agreement in the form attached hereto as **Exhibit No. 2**) in exchange for the sum of \$1,700.00 (Easement Payment).

WHEREAS, the City proposes to specially assess the Assessed Real Property for the Project.

WHEREAS, the City is willing to pay the Owner the Easement Payment by a partial prepayment of the special assessment to be levied against the Assessed Real Property for City Project No. 2017-09E and the Owner is willing to accept the Easement Payment by the City partially prepaying the special assessments against the Assessed Real Property for City Project No. 2017-09E.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

ARTICLE 1
DEFINITIONS

1.1 DEFINITIONS. The following are terms used in this Agreement. Their meanings as used in this Agreement shall be expressly indicated below, unless the context of this Agreement requires otherwise:

- (a) Agreement. This agreement for an easement conveyance.
- (b) Agreement Date. The date written in the first paragraph of the Agreement.
- (c) Assessed Real Property. The tax parcel identified on the attached Exhibit No. 1.
- (d) City. The City of Inver Grove Heights, a Minnesota municipal corporation.
- (e) Easement Conveyance. The Owner's execution and delivery of the Permanent Drainage and Utility Easement Agreement to the City in the form attached hereto as Exhibit No. 2.
- (f) Easement Payment. Easement Payment means the sum of \$1,700.00.
- (g) Owner. Steven J. Fox and Nancy L. Fox, husband and wife.
- (h) Project. City Project No. 2017-09E – 93rd Street and Abigail Court Area Reconstruction.

ARTICLE 2 **COVENANTS AND AGREEMENTS**

2.1 COVENANTS AND AGREEMENTS OF THE OWNER. The Owner covenants and agrees with the City that:

- (a) Easement Conveyance. Owner, in consideration of Easement Payment and other good and valuable consideration, does hereby agree to grant and convey to the City, its successors and assigns, forever, a permanent easement for drainage and utility purposes pursuant to the Permanent Drainage and Utility Easement Agreement attached hereto as Exhibit No. 2. The Easement Conveyance shall be executed by the Owner and delivered to the City within ten days after request by the City.
- (b) Easement Payment to Reduce Assessed Real Property Assessment. For the Project, Owner authorizes the City to pay the Easement Payment by prepaying the prepayment amounts shown on Exhibit No. 1.

2.2 COVENANTS AND AGREEMENTS OF THE CITY. The City covenants and agrees with the Owner that:

- (a) Payment of Easement Payment. In consideration of the covenants and agreements

(b) Project Assessments. City agrees that the levied assessment for the Project against the Assessed Real Property shall not exceed the amount shown on Exhibit No. 1 in the column labeled "Assessments to be Levied." The principal amount of the assessments shall be spread over ten (10) annual principal payments plus interest. The first installment of principal and interest shall be in calendar year 2019. Interest on the special assessments shall begin to accrue from and after the date the assessments are levied by the City Council. The interest rate shall be determined by the City Council.

3.1 NOTICES. All notices, requests, demands or other communications required or permitted by this Agreement shall be in writing and delivery shall be deemed to be sufficient if delivered personally or by registered or certified mail, return receipt accepted, postage prepaid, addressed as follows:

If to the Owner: Steven J. Fox and Nancy L. Fox
9445 Abigail Court
Inver Grove Heights, MN 55077

3.3 BINDING EFFECT. This Agreement and the terms, conditions and covenants contained herein and the transaction contemplated hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall further be binding on subsequent purchasers of the Assessed Real Property and shall run with the Assessed Real Property herein described.

3.4 SEVERABILITY. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or

render unenforceable any other provision hereof.

3.5 AMENDMENTS, CHANGES AND MODIFICATIONS. This Agreement may be amended or any of its terms modified or changed only by a written amendment authorized and executed by the City and the Owner.

3.6 COUNTERPARTS. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

3.7 ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

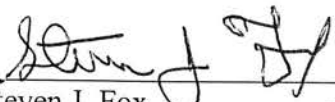
3.8 APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

3.9 DEFAULT. If a party to this Agreement materially defaults in the due and timely performance of any of its covenants, or agreements hereunder, the other party(s) may give notice of default of this Agreement. The notice shall specify with particularity the default or defaults on which the notice is based. The notice shall specify a 10 day cure period within which the specified default or defaults must be cured. If the specified defaults are not cured within the cure period, the other party(s) may pursue all remedies and sanctions available at law and in equity, including specific performance.

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

LANDOWNER:



Steven J. Fox

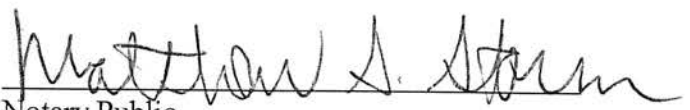


Nancy L. Fox

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of February, 2018, before me a Notary Public within and for said County, personally appeared Steven J. Fox and Nancy L. Fox, 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

CITY:
CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 20____, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

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 NO. 1
ASSESSED REAL PROPERTY

TAX PARCEL IDENTIFICATION NO. (ASSESSED REAL PROPERTY)	CITY PROPOSED ASSESSMENTS TO BE LEVIED	AMOUNT TO BE PREPAID BY CITY BY WAY OF EASEMENT PAYMENT	REMAINING UNPAID ASSESSMENTS
20-32950-01-100	\$19,500	\$1,700.00	\$17,800.00

EXHIBIT NO. 2
PERMANENT DRAINAGE AND UTILITY EASEMENT AGREEMENT

PERMANENT DRAINAGE AND UTILITY
EASEMENT AGREEMENT FOR LOT 10, BLOCK 1,
HILLSIDE WOODS, DAKOTA COUNTY
MINNESOTA

THIS PERMANENT DRAINAGE AND UTILITY EASEMENT AGREEMENT is made, granted and conveyed this ____ day of _____, 2018, by and between Steven J. Fox and Nancy L. Fox, husband and wife, hereinafter collectively referred to as the "Landowner," and the City of Inver Grove Heights, a Minnesota municipal corporation, 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 for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey and quitclaim to the City, its successors and assigns, the following:

A permanent easement for utility and drainage purposes and for all such purposes ancillary, incident or related thereto (hereinafter "Permanent Easement") under, over, across, through and upon that real property identified and 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 drainage facilities and utilities and all facilities, appurtenances and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

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 Permanent Easement; and

- b.) to maintain the Permanent Easement Area and any City improvements located therein, together with the right to excavate and refill ditches or trenches; 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 drainage facilities and utilities; 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 the Landowner, their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

The Landowner, for themselves and their successors and assigns, do hereby warrant to and covenant with the City, its successors and assigns, that they are well seized in fee of the Landowner's Property described on Exhibit A and the 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.

The City shall indemnify, defend and hold harmless the Landowner from all claims brought by third parties against Landowner arising from the City's negligent exercise of its rights under this Permanent Easement.

The Landowner is not responsible or obligated to maintain the drainage facilities or utilities located within the Permanent Easement Area on the Landowner's Property.

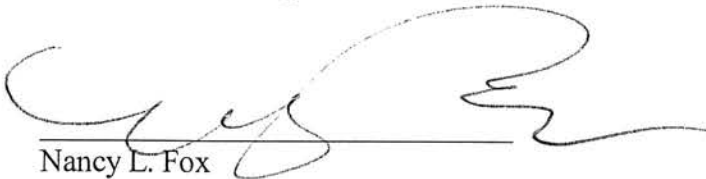
This Permanent Drainage and Utility Easement Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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

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

LANDOWNER:

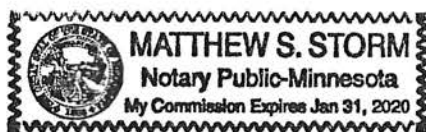

Steven J. Fox


Nancy L. Fox

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of FEBRUARY, 2018, before me a Notary Public within and for said County, personally appeared Steven J. Fox and Nancy L. Fox, 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



**CITY:
CITY OF INVER GROVE HEIGHTS**

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

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 10, Block 1, Hillside Woods, Dakota County, Minnesota.

Abstract Property.

EXHIBIT B
LEGAL DESCRIPTION AND DEPICTION OF PERMANENT EASEMENT AREA

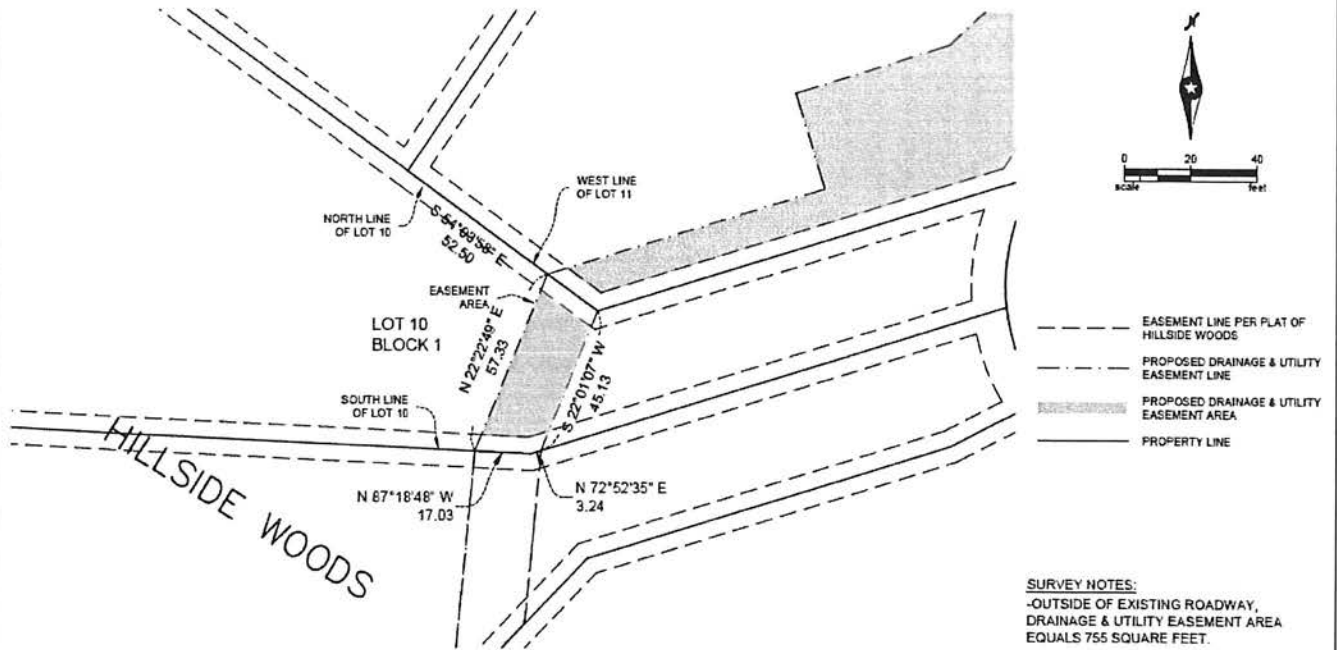
A permanent easement for drainage and utility purposes under, over, across, through and upon that portion of Lot 10, Block 1, Hillside Woods, Dakota County, Minnesota, described as follows:

Beginning at the most southerly corner of said Lot 10, thence North 87 degrees 18 minutes 48 seconds West along the south line of said Lot 10 a distance of 17.03 feet; thence North 22 degrees 22 minutes 49 seconds East a distance of 57.33 feet to a point on the north line of said Lot 10; thence South 54 degrees 03 minutes 58 seconds East along said north line a distance of 18.77 feet; thence South 22 degrees 01 minute 07 seconds West a distance of 45.13 feet to a point on the south line of said Lot 10; thence South 72 degrees 52 minutes 35 seconds West along said south line a distance of 3.24 feet to the point of beginning.

Excepting out the drainage and utility easements as dedicated per said Plat of Hillside Woods.

Drainage & Utility Easement encompasses 755 SF of said Lot 10.

EASEMENT EXHIBIT
9445 ABIGAIL COURT
Inver Grove Heights, MN 55077



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DRAWN BY: <u>GL</u> CHECKED BY: <u>GL</u> SURVEYED BY: <u>GL</u>	Lot 10, Block 1 HILLSIDE WOODS Dakota County, Minnesota	SEH PHONE: 651.491.2000 3535 WADSWORTH CENTER DRIVE WADSWORTH, MN 55110-0196 WWW.SEHINC.COM	9445 ABIGAIL COURT Inver Grove Heights, MN Easement Exhibit P.I.D. # 203295001100	FILE NO. 136128 DATE 11/28/17 REV. NO. 1
		NO. BY DATE REVISION		

**CITY OF INVER GROVE HEIGHTS
EASEMENT CONVEYANCE AGREEMENT
WITH STEVEN J. BRAUN AND SUZANNE M. BRAUN
FOR CITY PROJECT NO. 2017-09E
(93RD STREET AND ABIGAIL COURT AREA RECONSTRUCTION)**

THIS EASEMENT CONVEYANCE AGREEMENT ("Agreement") is made, entered into and effective as of the 06 day of February, 2018 ("Agreement Date"), by and between the City of Inver Grove Heights, a Minnesota municipal corporation (the "City") and Steven J. Braun and Suzanne M. Braun, husband and wife (the "Owner").

WITNESSETH:

WHEREAS, the Owner owns the tax parcel identified on the attached **Exhibit No. 1** (the Assessed Real Property). The tax parcel is located at 9385 Abigail Court, Inver Grove Heights, MN 55077 in Dakota County, Minnesota.

WHEREAS, the Owner is willing to provide the City with an Easement Conveyance (pursuant to a Permanent Drainage and Utility Easement Agreement in the form attached hereto as **Exhibit No. 2**) in exchange for the sum of \$13,800.00 (Easement Payment).

WHEREAS, the City proposes to specially assess the Assessed Real Property for the Project.

WHEREAS, the City is willing to pay the Owner the Easement Payment by a partial prepayment of the special assessment to be levied against the Assessed Real Property for City Project No. 2017-09E and the Owner is willing to accept the Easement Payment by the City partially prepaying the special assessments against the Assessed Real Property for City Project No. 2017-09E.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

ARTICLE 1
DEFINITIONS

1.1 DEFINITIONS. The following are terms used in this Agreement. Their meanings as used in this Agreement shall be expressly indicated below, unless the context of this Agreement requires otherwise:

- (a) Agreement. This agreement for an easement conveyance.
- (b) Agreement Date. The date written in the first paragraph of the Agreement.
- (c) Assessed Real Property. The tax parcel identified on the attached Exhibit No. 1.
- (d) City. The City of Inver Grove Heights, a Minnesota municipal corporation.
- (e) Easement Conveyance. The Owner's execution and delivery of the Permanent Drainage and Utility Easement Agreement to the City in the form attached hereto as Exhibit No. 2.
- (f) Easement Payment. Easement Payment means the sum of \$13,800.00.
- (g) Owner. Steven J. Braun and Suzanne M. Braun, husband and wife.
- (h) Project. City Project No. 2017-09E – 93rd Street and Abigail Court Area Reconstruction.

ARTICLE 2 **COVENANTS AND AGREEMENTS**

2.1 COVENANTS AND AGREEMENTS OF THE OWNER. The Owner covenants and agrees with the City that:

- (a) Easement Conveyance. Owner, in consideration of Easement Payment and other good and valuable consideration, does hereby agree to grant and convey to the City, its successors and assigns, forever, a permanent easement for drainage and utility purposes pursuant to the Permanent Drainage and Utility Easement Agreement attached hereto as Exhibit No. 2. The Easement Conveyance shall be executed by the Owner and delivered to the City within ten days after request by the City.
- (b) Easement Payment to Reduce Assessed Real Property Assessment. For the Project, Owner authorizes the City to pay the Easement Payment by prepaying the prepayment amounts shown on Exhibit No. 1.

2.2 COVENANTS AND AGREEMENTS OF THE CITY. The City covenants and agrees with the Owner that:

- (a) Payment of Easement Payment. In consideration of the covenants and agreements

of the Owner, the City agrees that upon the City requesting delivery of the Easement Conveyance, the City shall pay the Easement Payment in the manner hereafter set forth. The manner and timing of payment for the Easement Payment shall be by the City prepaying the amounts shown on Exhibit No. 1 in order to reduce the remaining special assessment against the Assessed Real Property. The remaining unpaid special assessment shall be the assessment certified to the county for collection unless the Owner chooses to also pay the remaining unpaid amount prior to certification to the county.

- (b) Project Assessments. City agrees that the levied assessment for the Project against the Assessed Real Property shall not exceed the amount shown on Exhibit No. 1 in the column labeled "Assessments to be Levied." The principal amount of the assessments shall be spread over ten (10) annual principal payments plus interest. The first installment of principal and interest shall be in calendar year 2019. Interest on the special assessments shall begin to accrue from and after the date the assessments are levied by the City Council. The interest rate shall be determined by the City Council.

ARTICLE 3 **GENERAL PROVISIONS**

3.1 NOTICES. All notices, requests, demands or other communications required or permitted by this Agreement shall be in writing and delivery shall be deemed to be sufficient if delivered personally or by registered or certified mail, return receipt accepted, postage prepaid, addressed as follows:

If to the City:	City of Inver Grove Heights Attn: City Administrator 8150 Barbara Avenue Inver Grove Heights, MN 55077
-----------------	---

If to the Owner:	Steven J. Braun and Suzanne M. Braun 9385 Abigail Court Inver Grove Heights, MN 55077
------------------	---

3.2 NON-ASSIGNABILITY. The City shall not assign any interest in this Agreement or transfer any interest in the same without the prior written consent of Owner.

3.3 BINDING EFFECT. This Agreement and the terms, conditions and covenants contained herein and the transaction contemplated hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall further be binding on subsequent purchasers of the Assessed Real Property and shall run with the Assessed Real Property herein described.

3.4 SEVERABILITY. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or

render unenforceable any other provision hereof.

3.5 AMENDMENTS, CHANGES AND MODIFICATIONS. This Agreement may be amended or any of its terms modified or changed only by a written amendment authorized and executed by the City and the Owner.

3.6 COUNTERPARTS. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

3.7 ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

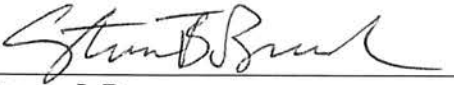
3.8 APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

3.9 DEFAULT. If a party to this Agreement materially defaults in the due and timely performance of any of its covenants, or agreements hereunder, the other party(s) may give notice of default of this Agreement. The notice shall specify with particularity the default or defaults on which the notice is based. The notice shall specify a 10 day cure period within which the specified default or defaults must be cured. If the specified defaults are not cured within the cure period, the other party(s) may pursue all remedies and sanctions available at law and in equity, including specific performance.

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

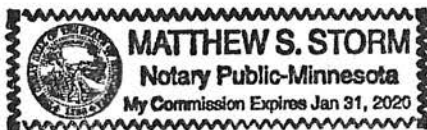
LANDOWNER:

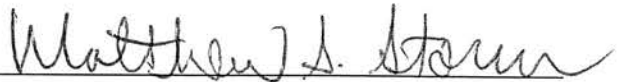

Steven J. Braun


Suzanne M. Braun

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 6th day of FEBRUARY, 2018, before me a Notary Public within and for said County, personally appeared Steven J. Braun and Suzanne M. Braun, 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

CITY:
CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

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 NO. 1
ASSESSED REAL PROPERTY

TAX PARCEL IDENTIFICATION NO. (ASSESSED REAL PROPERTY)	CITY PROPOSED ASSESSMENTS TO BE LEVIED	AMOUNT TO BE PREPAID BY CITY BY WAY OF EASEMENT PAYMENT	REMAINING UNPAID ASSESSMENTS
20-32950-01-110	\$19,500	\$13,800.00	\$5,700.00

EXHIBIT NO. 2
PERMANENT DRAINAGE AND UTILITY EASEMENT AGREEMENT

PERMANENT DRAINAGE AND UTILITY
EASEMENT AGREEMENT FOR LOT 11, BLOCK 1,
HILLSIDE WOODS, DAKOTA COUNTY
MINNESOTA

THIS PERMANENT DRAINAGE AND UTILITY EASEMENT AGREEMENT is made, granted and conveyed this 06 day of February, 2018, by and between Steven J. Braun and Suzanne M. Braun, husband and wife, hereinafter collectively referred to as the "Landowner," and the City of Inver Grove Heights, a Minnesota municipal corporation, 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 for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey and quitclaim to the City, its successors and assigns, the following:

A permanent easement for utility and drainage purposes and for all such purposes ancillary, incident or related thereto (hereinafter "Permanent Easement") under, over, across, through and upon that real property identified and 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 drainage facilities and utilities and all facilities, appurtenances and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

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 Permanent Easement; and

- b.) to maintain the Permanent Easement Area and any City improvements located therein, together with the right to excavate and refill ditches or trenches; 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 drainage facilities and utilities; 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 the Landowner, their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

The Landowner, for themselves and their successors and assigns, do hereby warrant to and covenant with the City, its successors and assigns, that they are well seized in fee of the Landowner's Property described on Exhibit A and the 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.

The City shall indemnify, defend and hold harmless the Landowner from all claims brought by third parties against Landowner arising from the City's negligent exercise of its rights under this Permanent Easement.

The Landowner is not responsible or obligated to maintain the drainage facilities or utilities located within the Permanent Easement Area on the Landowner's Property.

This Permanent Drainage and Utility Easement Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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

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

LANDOWNER:


Steven J. Braun


Suzanne M. Braun

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 6th day of FEBRUARY, 2018, before me a Notary Public within and for said County, personally appeared Steven J. Braun and Suzanne M. Braun, 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

CITY:
CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

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 11, Block 1, Hillside Woods, Dakota County, Minnesota.

Abstract Property.

EXHIBIT B
LEGAL DESCRIPTION AND DEPICTION OF PERMANENT EASEMENT AREA

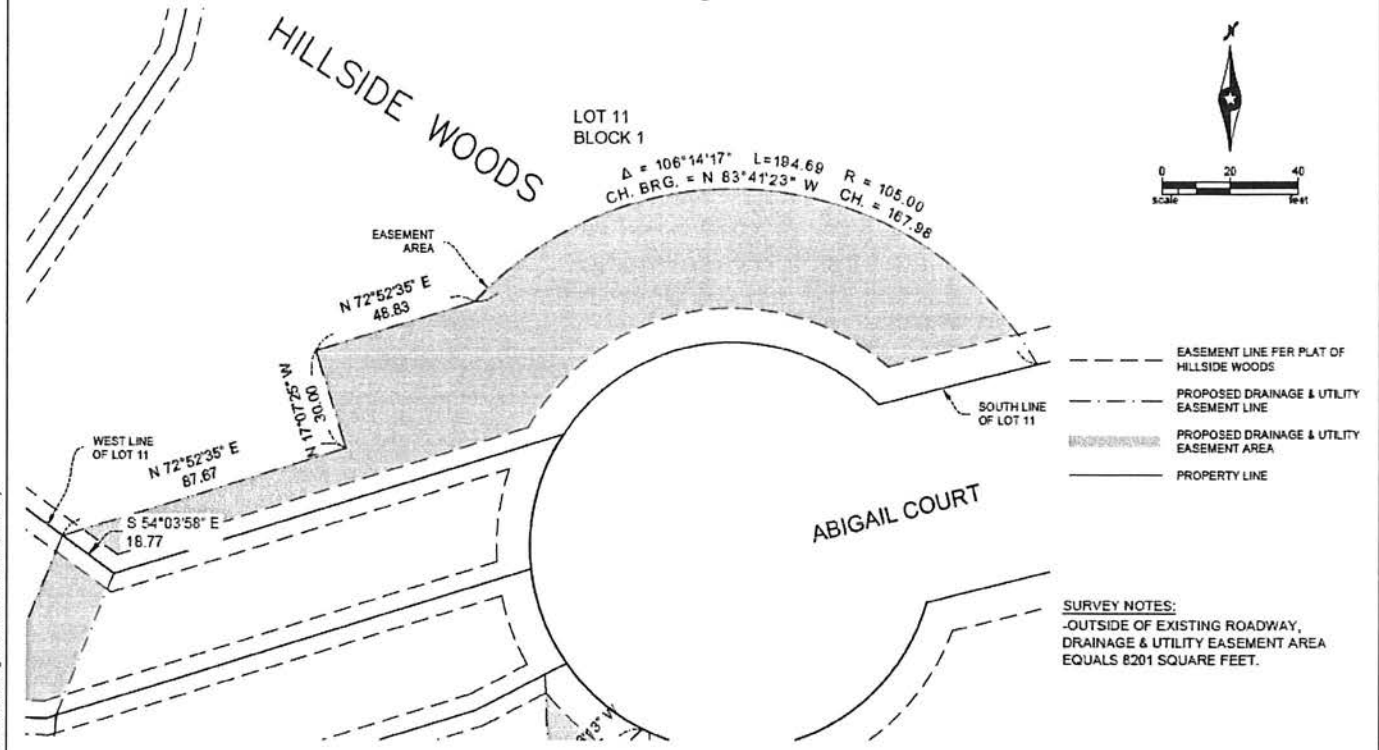
A permanent easement for drainage and utility purposes under, over, across, through and upon that portion of Lot 11, Block 1, Hillside Woods, Dakota County, Minnesota, described as follows:

Commencing at the most westerly corner of said Lot 11, thence South 54 degrees 03 minutes 58 seconds East along the south line of said Lot 11 a distance of 52.50 feet to the point of beginning of the line to be described; thence North 72 degrees 52 minutes 35 seconds East a distance of 87.67 feet; thence North 17 degrees 07 minutes 25 seconds West a distance of 30.00 feet; thence North 72 degrees 52 minutes 35 seconds East a distance of 48.83 feet; thence easterly a distance of 194.69 feet along a non-tangential curve concave to the south, having a radius of 105.00 feet, a central angle of 106 degrees 14 minutes 17 seconds, and a chord that bears South 83 degrees 41 minutes 23 seconds East a distance of 167.98 feet to a point on the south line of said Lot 11, and said line there terminating.

Excepting out the drainage and utility easements as dedicated per said Plat of Hillside Woods.

Drainage & Utility Easement encompasses 8201 SF of said Lot 11.

EASEMENT EXHIBIT
9385 ABIGAIL COURT
Inver Grove Heights, MN 55077



C:\Users\kdecof\sky\Desktop\IDH Easement.dwg 12/1/2017 1:01 PM dcof.dwg

DRAWN BY: <u>GL</u>	Lot 11, Block 1 HILLSIDE WOODS Dakota County, Minnesota	 PHONE: 651.491.2000 3636 WADSWORTH CENTER DRIVE WADSWORTH, MN 55110-5196 www.sehinc.com	9385 ABIGAIL COURT Inver Grove Heights, MN Easement Exhibit P.I.D. # 203295001110	FILE NO. 138128															
CHECKED BY: <u>GL</u>				DATE 11/29/17															
SURVEYED BY: <u>GL</u>				REV. NO. 1															
		<table><tr><td></td><td></td><td></td><td></td></tr><tr><td>NO.</td><td>BY</td><td>DATE</td><td>REVISIONS</td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr></table>					NO.	BY	DATE	REVISIONS									
NO.	BY	DATE	REVISIONS																

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution of Agreement for Award of Contract for City Project No. 2018-05 – Intersection improvements at T.H. 3 and Diffley Court (S.A.P. 019-630-020)

Meeting Date: May 14, 2018
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SDA

Fiscal/FTE Impact:

- | | |
|-------------------------------------|------------------------------------|
| ☐ | None |
| ☐ | Amount included in current budget |
| ☐ | Budget amendment requested |
| ☐ | FTE included in current complement |
| ☐ | New FTE requested – N/A |
| ☒ | Other: Developer Funds |

PURPOSE/ACTION REQUESTED

Consider resolution of agreement for award of contract for City Project No. 2018-05 – Intersection improvements at T.H. 3 and Diffley Court (S.A.P. 019-630-020).

SUMMARY

City Council ordered City Project No. 2018-05 on February 12, 2018. Dakota County was responsible for the bidding process. Bids were opened on May 1, 2018 for the subject project.

The low base bid for the County project was submitted by McNamara Contracting, Inc. Separate schedules were received for City Project No. 2018-05. McNamara's bid on this project schedule in Inver Grove Heights was \$174,317.13. The project will be funded by Developer funds. The City has executed a Joint Powers Agreement with Dakota County. The City has also executed a Payment Agreement with the Developer requiring their payment of costs on 2018-05; this has been secured by a Letter of Credit in the amount of \$238,441.25. The City has also received an engineering escrow of \$57,000 for City Project No. 2018-05.

I recommend approval of a resolution of agreement for award of contract for City Project No. 2018-05 – Intersection improvements at T.H. 3 and Diffley Court (S.A.P. 019-630-020) to McNamara Contracting, Inc. in the amount of \$174,317.13. The project is also S.A.P. 019-630-020.

TJK/kf

Attachments: Resolution
 County Contract Award
 Bid Tab

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

**RESOLUTION OF AGREEMENT FOR THE AWARD OF CONTRACT FOR CITY PROJECT
NO. 2018-05 – INTERSECTION IMPROVEMENTS AT T.H. 3 AND DIFFLEY COURT
(S.A.P. 019-630-020)**

RESOLUTION NO. _____

WHEREAS, pursuant to an advertisement for bids for the 2018 Improvement Program, City Project 2018-05 – Intersection Improvements at T.H. 3 and Diffley Court, bids were received by Dakota County, opened, read aloud, and tabulated according to law; and

WHEREAS, McNamara Contracting, Inc. is the lowest responsible bidder for a contract with Dakota County; and

WHEREAS, McNamara's bid schedule on City Project No. 2018-05 was in the amount of \$174,317.13; and

WHEREAS, the City has entered into a Joint Powers Agreement with Dakota County; and

WHEREAS, the City has entered into a payment agreement with the Developer of Robert Curve which requires Developer payment toward City Project No. 2018-05 secured with a \$238,441.25 Letter of Credit and an engineer's escrow of \$57,000.

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

1. The Mayor and Clerk are hereby in agreement with the award of contract which was conducted by Dakota County for City Project No. 2018-05 – Intersection Improvements at T.H. 3 and Diffley Court. The contract for City Project No. 2018-05 was awarded to McNamara Contracting, Inc. in the amount of \$174,317.13.
2. City Project No. 2018-05 was included in the County award in the amount of \$174,317.13 as bid by McNamara Contracting, Inc.
3. City Project 2018-05 – Intersection Improvements at T.H. 3 and Diffley Court will be funded by Developer funding.

Adopted by the City Council of Inver Grove Heights this 14th day of May 2018

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

DAKOTA COUNTY BOARD OF COMMISSIONERS

Award Of Bid And Authorization To Execute Contract With McNamara Contracting, Inc., For Pavement Preservation And Miscellaneous Projects And Amend Transportation Capital Improvement Program Budget

Meeting Date: 5/8/2018
 Item Type: Regular-Action
 Division: Physical Development
 Department: Transportation
 Contact: Krebsbach, Mark
 Contact Phone: (952) 891-7102
 Prepared by: Anton, Tom

Fiscal/FTE Impact:
☐ None ☐ Other
☐ Current budget ☒ Amendment requested
☐ New FTE(s) requested
 Board Goal: A great place to live
 Public Engagement Level: N/A

PURPOSE/ACTION REQUESTED

- Award bid and authorize a contract with McNamara Contracting, Inc., for pavement preservation and miscellaneous projects.
- Amend the 2018 Transportation Capital Improvement Program (CIP) budget.

SUMMARY

To provide a safe and efficient transportation system, the 2018 pavement preservation and miscellaneous projects include work on 16 projects as shown on the attached map (Attachment A). Seven of the projects consist of milling the pavement surface on County highways followed by a bituminous overlay. Six of the overlay projects include the necessary repairs to city utilities, such as drainage structures and sanitary sewer manholes. The projects include a total of ten signal revisions and the replacement of pedestrian curb ramps at intersections to meet the requirements of the Americans with Disabilities Act. The highway overlay projects also include the application of durable markings for all long lines, turn arrows, crosswalks, and stop lines.

Three projects are milling of County parking lots or trails followed by a bituminous overlay. The other projects include two right turn lanes, future County State Aid Highway 28 pedestrian improvements, five concrete pads for future bus shelters, and the milling and overlay of Castle Rock Township streets. The 16 tied projects are included in one contract to promote lower bids and efficiency in contract administration.

Several projects include cost participation from cities and Castle Rock Township. The cities are responsible for their share of utility repairs, signal revisions, and turn lane costs in accordance with County policy and executed agreements (Resolution Nos. 13-445, August 27, 2013; 18-068, January 23, 2018; 18-138, March 13, 2018). Castle Rock Township will reimburse the County for all costs associated with the milling and overlay of township streets per joint powers agreement (Resolution No. 18-232, April 24, 2018). The projects are scheduled to begin later in May with most projects completed by the end of August and signal revisions completed by late September, 2018.

Bids Received: Bids were received and tabulated on May 1, 2018. Three bidders submitted bids as follows:

McNamara Contracting, Inc.	\$6,003,837.56
Hardrives, Inc.	\$6,501,573.22
Bituminous Roadways, Inc.	\$6,566,383.93

RECOMMENDATION

The engineer's estimate for these tied projects is \$6,195,335. The lowest responsive and responsible bid is \$6,003,837.56 from McNamara Contracting, Inc., which is 3.1 percent under the estimate. The County highway and township street portion is \$5,854,785.36 and the work for other County departments is \$149,052.20. Staff recommends awarding the bid to McNamara Contracting, Inc.

EXPLANATION OF FISCAL/FTE IMPACTS

The 2018 Transportation CIP budget includes \$3,100,000 for Highway Surface-Bituminous Projects, \$1,500,000 for Safety and Management Projects, \$500,000 for Storm Sewer System Repairs, \$2,330,000 for Signal Projects, \$500,000 for Durable Pavement Markings and \$100,000 for CP 28-59. The 2018 Building CIP budget includes \$132,000 for parking lot repairs, the 2018 Parks CIP budget includes \$375,000 for system-wide pavement reconstruction, and the 2018 Sales Tax CIP budget includes \$25,000 for concrete pads for bus shelters. Project costs will be directly billed to the Building CIP, Parks CIP, and Sales Tax CIP. The cities and Castle Rock Township will reimburse the County for their share of project costs per approved agreements. A budget amendment is requested to account for all of the various funding sources.

Supporting Documents:
Attachment A: Project Map

Previous Board Action(s):
18-232; 4/24/18
18-138; 3/13/18
18-068; 1/23/18
13-445; 8/27/13

RESOLUTION

WHEREAS, to provide a safe and efficient transportation system, the 2018 Dakota County pavement preservation and miscellaneous projects include work on a total of 16 projects; and

WHEREAS, the 2018 projects include County Projects (CP) 4-16, 14-30, 28-56, 28-57, 28-59, 30-37, 31-93, 31-96, 31-97, 32-97, 33-16, 43-49, 98-002, 98-003, 98-005, and 98-007; and

WHEREAS, bids were received for the 2018 pavement preservation and miscellaneous projects on May 1, 2018; and

WHEREAS, the 2018 Transportation Capital Improvement Program (CIP) budget includes funding for Highway Surface-Bituminous Projects, Safety and Management Projects, Storm Sewer System Repairs, Signal Projects, Durable Pavement Markings, and CP 28-59; and

WHEREAS, the 2018 Building CIP budget includes funding for parking lot repairs, the 2018 Parks CIP budget includes funding for system-wide pavement reconstruction, and the 2018 Sales Tax CIP budget includes funding for concrete pads for bus shelters; and

WHEREAS, the 2018 projects include funding from several cities for each city's share of utility repairs, turn lane, and signal revision costs and from Castle Rock Township for their share of township street overlays; and

WHEREAS, the bid of McNamara Contracting, Inc., in the amount of \$6,003,837.56 was the lowest responsive and responsible bid received; and

WHEREAS, staff recommends awarding the bid to McNamara Contracting, Inc.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby awards the bid to and authorizes the Physical Development Director to execute the contract with McNamara Contracting, Inc., for 2018 pavement preservation and miscellaneous projects, in the amount of \$6,003,837.56 based on their low bid, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the 2018 Transportation Capital Improvement Program budget is hereby amended as follows:

Expense	
2018 Projects-CP 4-16, 14-30, 28-56, 28-57, 28-59, 30-37, 31-93, 31-96, 31-97, 33-16, 43-49 & 98-007	\$5,854,786
Highway Surface-Bituminous Projects (State Aid)	(\$1,952,645)
Highway Surface-Bituminous Projects (County Levy)	(\$433,724)
Safety and Management Projects (State Aid)	(\$346,725)
Safety and Management Projects (County Levy)	(\$219,217)
Storm Sewer System Repairs	(\$400,000)
Signal Projects	(\$1,105,000)
Durable Pavement Markings	(\$365,577)
County Project 28-59	<u>(\$51,807)</u>
Total Expense	\$980,091
Revenue	
City of Apple Valley	\$82,884
City of Eagan	\$595,561
City of Farmington	\$6,675
City of Inver Grove Heights	\$174,317
City of Lakeville	\$19,101

City of Rosemount
City of West St. Paul
Castle Rock Township
Total Revenue

\$6,836
\$21,338
\$73,379
\$980,091

County Manager's Comments:

- ☒ Recommend Action
- ☐ Do Not Recommend Action
- ☐ Reviewed---No Recommendation
- ☐ Reviewed---Information Only
- ☐ Submitted at Commissioner Request



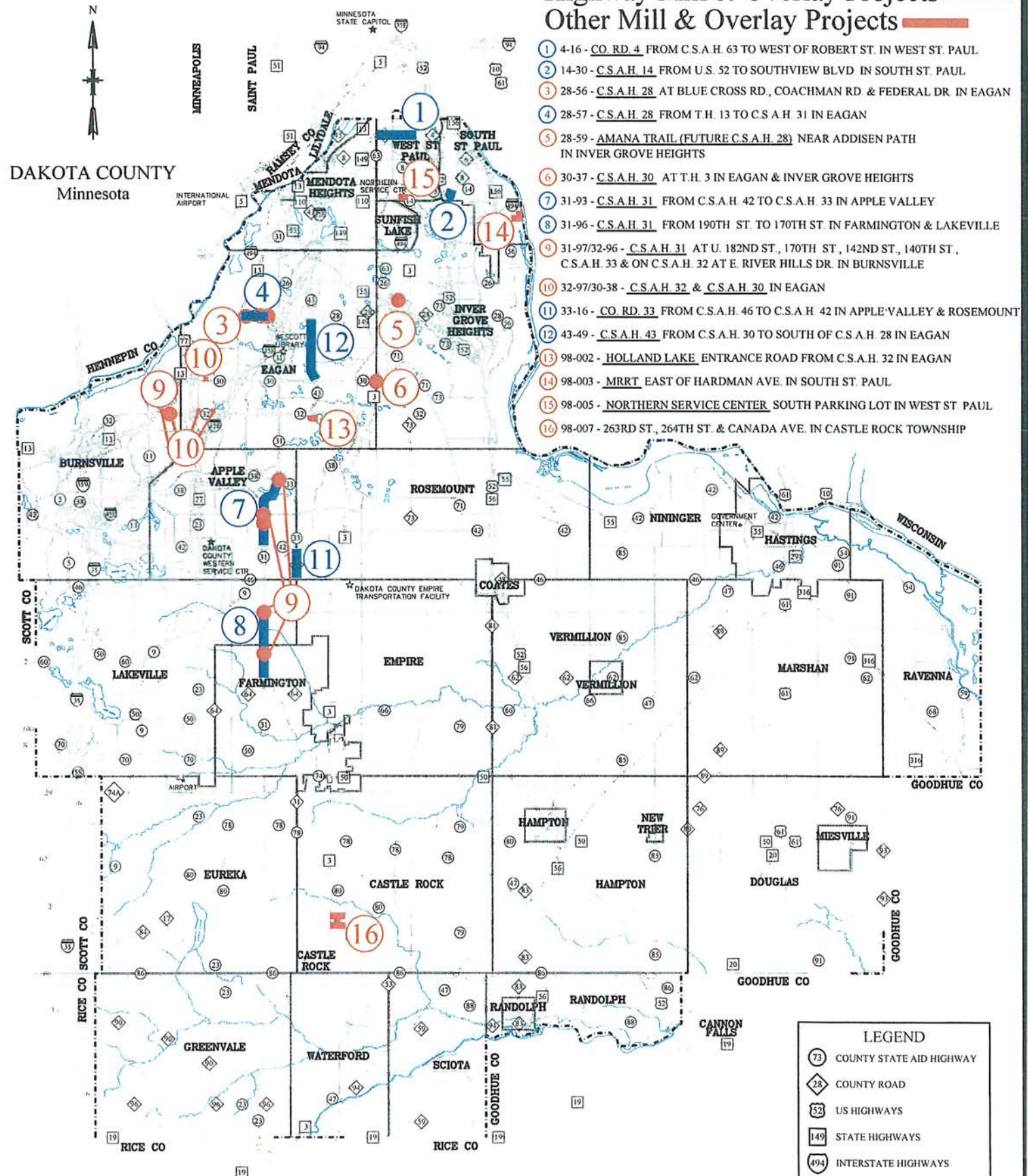
County Manager

Reviewed by (if required):

- ☒ County Attorney's Office
- ☒ Financial Services
- ☒ Risk Management
- ☐ Employee Relations
- ☐ Information Technology
- ☐ Facilities Management

2018 PAVEMENT PRESERVATION & MISCELLANEOUS PROJECTS

Highway Mill & Overlay Projects Other Mill & Overlay Projects



2018 Overlay & Misc Projects
Abstract of Bids
May 1, 2018

				Engineer's Estimate		McNamara Contracting, Inc.		Hardrives, Inc.		Bituminous Roadways, Inc.	
Item No.	Item Description	Units	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
2582.502	24" SOLID LINE EPOXY	L F	958	\$11.00	\$10,538.00	\$10.71	\$10,260.18	\$10.90	\$10,442.20	\$10.50	\$10,059.00
2582.502	4" BROKEN LINE EPOXY	L F	2090	\$0.30	\$627.00	\$0.40	\$836.00	\$0.41	\$856.90	\$0.40	\$836.00
2582.502	12" SOLID LINE PREF TAPE GR IN (WR)	L F	336	\$12.00	\$4,032.00	\$22.58	\$7,586.88	\$22.98	\$7,721.28	\$22.50	\$7,560.00
2582.502	24" SOLID LINE PREF TAPE GR IN (WR)	L F	119	\$24.00	\$2,856.00	\$37.80	\$4,498.20	\$38.48	\$4,579.12	\$38.00	\$4,522.00
2582.502	4" BROKEN LINE PREF TAPE (WR)	L F	330	\$10.00	\$3,300.00	\$12.08	\$3,986.40	\$12.29	\$4,055.70	\$12.00	\$3,960.00
Total - CP 28-57 (SAP 019-628-009) - Eagan				\$411,976.15		\$400,198.73		\$449,687.85		\$429,691.45	
CP 28-59 - Inver Grove Heights											
2102.501	PAVEMENT MARKING REMOVAL	S F	988	\$3.00	\$2,964.00	\$3.15	\$3,112.20	\$3.16	\$3,122.08	\$3.20	\$3,161.60
2104.501	REMOVE CURB & GUTTER	L F	187	\$7.00	\$1,309.00	\$8.70	\$1,626.90	\$6.46	\$1,208.02	\$6.10	\$1,140.70
2104.503	REMOVE CONCRETE WALK	S F	108	\$3.00	\$324.00	\$1.12	\$120.96	\$2.13	\$230.04	\$1.60	\$172.80
2104.503	REMOVE BITUMINOUS PAVEMENT	S F	551	\$5.00	\$2,755.00	\$1.69	\$931.19	\$0.71	\$391.21	\$0.60	\$330.60
2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	L F	118	\$4.00	\$472.00	\$3.19	\$376.42	\$2.03	\$239.54	\$2.60	\$306.80
2360.501	TYPE SP 12.5 WEARING COURSE MIX (3,B)	TON	21	\$150.00	\$3,150.00	\$116.25	\$2,441.25	\$138.08	\$2,899.68	\$152.00	\$3,192.00
2521.501	6" CONCRETE WALK	S F	904	\$10.00	\$9,040.00	\$14.99	\$13,550.96	\$12.60	\$11,390.40	\$12.50	\$11,300.00
2531.501	CONCRETE CURB & GUTTER DESIGN B618	L F	187	\$40.00	\$7,480.00	\$28.00	\$5,236.00	\$41.44	\$7,749.28	\$34.50	\$6,451.50
2531.502	CONCRETE CURB DESIGN V6	L F	70	\$30.00	\$2,100.00	\$20.30	\$1,421.00	\$44.85	\$3,139.50	\$43.50	\$3,045.00
2531.618	TRUNCATED DOMES	S F	140	\$60.00	\$8,400.00	\$45.00	\$6,300.00	\$49.48	\$6,927.20	\$47.50	\$6,650.00
2563.601	TRAFFIC CONTROL	LS	1	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$3,966.15	\$3,966.15	\$6,262.00	\$6,262.00
2564.531	SIGN PANELS TYPE C	S F	62	\$35.00	\$2,170.00	\$45.68	\$2,832.16	\$45.80	\$2,839.60	\$46.00	\$2,852.00
2573.530	STORM DRAIN INLET PROTECTION	EACH	8	\$150.00	\$1,200.00	\$142.00	\$1,136.00	\$136.87	\$1,094.96	\$158.00	\$1,264.00
2582.503	CROSSWALK EPOXY	S F	270	\$10.00	\$2,700.00	\$10.08	\$2,721.60	\$10.26	\$2,770.20	\$10.00	\$2,700.00
Total - CP 28-59 - Inver Grove Heights				\$49,064.00		\$51,806.64		\$47,967.86		\$48,829.00	
CP 30-37 (SAP 019-630-020) - Inver Grove Heights											
2011.601	AS BUILT	LS	1	\$1,000.00	\$1,000.00	\$1,186.52	\$1,186.52	\$7,896.53	\$7,896.53	\$1,189.00	\$1,189.00
2021.501	MOBILIZATION	LS	1	\$4,000.00	\$4,000.00	\$7,967.02	\$7,967.02	\$14,338.57	\$14,338.57	\$6,979.00	\$6,979.00
2101.501	CLEARING	ACRE	0.1	\$2,000.00	\$200.00	\$21,000.41	\$2,100.04	\$1.10	\$0.11	\$10,526.00	\$1,052.60
2101.506	GRUBBING	ACRE	0.1	\$2,000.00	\$200.00	\$21,000.41	\$2,100.04	\$1.10	\$0.11	\$10,526.00	\$1,052.60
2102.501	PAVEMENT MARKING REMOVAL	S F	414	\$2.35	\$972.90	\$3.15	\$1,304.10	\$3.16	\$1,308.24	\$3.20	\$1,324.80
2102.502	PAVEMENT MARKING REMOVAL	L F	34	\$7.35	\$249.90	\$3.15	\$107.10	\$3.16	\$107.44	\$3.20	\$108.80
2104.501	REMOVE CURB & GUTTER	L F	170	\$6.00	\$1,020.00	\$6.53	\$1,110.10	\$6.27	\$1,065.90	\$6.10	\$1,037.00
2104.501	REMOVE GUARDRAIL	L F	37.5	\$8.00	\$300.00	\$14.70	\$551.25	\$6.05	\$226.88	\$7.50	\$281.25
2104.505	REMOVE CONCRETE WALK	S Y	12	\$27.00	\$324.00	\$11.13	\$133.56	\$1.26	\$15.12	\$47.00	\$564.00
2104.505	REMOVE BITUMINOUS PAVEMENT	S Y	160	\$12.00	\$1,920.00	\$11.38	\$1,820.80	\$0.82	\$131.20	\$3.20	\$512.00
2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	L F	500	\$3.00	\$1,500.00	\$3.19	\$1,595.00	\$2.03	\$1,015.00	\$2.60	\$1,300.00
2104.523	SALVAGE ENERGY ABSORBING TERMINAL	EACH	1	\$400.00	\$400.00	\$1,050.02	\$1,050.02	\$2,658.50	\$2,658.50	\$3,312.00	\$3,312.00
2106.501	EXCAVATION - COMMON (P)	C Y	450	\$20.00	\$9,000.00	\$19.60	\$8,820.00	\$20.80	\$9,360.00	\$17.50	\$7,875.00
2106.522	SELECT GRANULAR EMBANKMENT (CV)	C Y	350	\$15.00	\$5,250.00	\$19.68	\$6,888.00	\$17.85	\$6,247.50	\$22.50	\$7,875.00
2106.523	COMMON EMBANKMENT (CV) (P)	C Y	65	\$20.00	\$1,300.00	\$37.06	\$2,408.90	\$3.49	\$226.85	\$36.00	\$2,340.00
2211.501	AGGREGATE BASE CLASS 5	TON	140	\$30.00	\$4,200.00	\$28.90	\$4,046.00	\$25.44	\$3,561.60	\$17.50	\$2,450.00
2232.501	MILL BITUMINOUS SURFACE (2.0")	S Y	440	\$8.00	\$3,520.00	\$8.38	\$3,687.20	\$5.12	\$2,252.80	\$6.10	\$2,684.00
2360.501	TYPE SP 12.5 WEARING COURSE MIX (3,C)	TON	145	\$100.00	\$14,500.00	\$85.89	\$12,454.05	\$132.37	\$19,193.65	\$73.50	\$10,657.50

2018 Overlay & Misc Projects
Abstract of Bids
May 1, 2018

				Engineer's Estimate		McNamara Contracting, Inc.		Hardrives, Inc.		Bituminous Roadways, Inc.	
Item No.	Item Description	Units	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (3,B)	TON	25	\$100.00	\$2,500.00	\$107.34	\$2,683.50	\$133.33	\$3,333.25	\$151.00	\$3,775.00
2521.501	6" CONCRETE WALK	S F	370	\$10.00	\$3,700.00	\$12.56	\$4,647.20	\$13.93	\$5,154.10	\$12.50	\$4,625.00
2531.501	CONCRETE CURB & GUTTER DESIGN B418	L F	40	\$18.00	\$720.00	\$34.50	\$1,380.00	\$40.38	\$1,615.20	\$34.50	\$1,380.00
2531.501	CONCRETE CURB & GUTTER DESIGN B618	L F	245	\$18.00	\$4,410.00	\$22.85	\$5,598.25	\$35.38	\$8,668.10	\$34.50	\$8,452.50
2531.603	CONCRETE RIBBON CURB	L F	55	\$18.00	\$990.00	\$26.40	\$1,452.00	\$29.43	\$1,618.65	\$34.50	\$1,897.50
2531.618	TRUNCATED DOMES	S F	100	\$40.00	\$4,000.00	\$50.00	\$5,000.00	\$49.48	\$4,948.00	\$47.50	\$4,750.00
2554.602	INSTALL ENERGY ABSORBING TERMINAL	EACH	1	\$750.00	\$750.00	\$1,050.02	\$1,050.02	\$3,527.12	\$3,527.12	\$4,395.00	\$4,395.00
2563.601	TRAFFIC CONTROL	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$3,685.05	\$3,685.05	\$6,540.00	\$6,540.00
2563.601	ALTERNATE PEDESTRIAN ROUTE	LS	1	\$2,500.00	\$2,500.00	\$1,050.02	\$1,050.02	\$1,052.87	\$1,052.87	\$1,053.00	\$1,053.00
2564.531	SIGN PANELS TYPE C	S F	6.25	\$80.00	\$500.00	\$45.68	\$285.50	\$45.80	\$286.25	\$46.00	\$287.50
2565.616	REVISE SIGNAL SYSTEM	SYS	1	\$59,000.00	\$59,000.00	\$53,452.35	\$53,452.35	\$53,597.40	\$53,597.40	\$53,584.00	\$53,584.00
2573.502	SILT FENCE, TYPE MS	L F	350	\$5.00	\$1,750.00	\$2.57	\$899.50	\$3.69	\$1,291.50	\$3.70	\$1,295.00
2573.530	STORM DRAIN INLET PROTECTION	EACH	2	\$200.00	\$400.00	\$142.00	\$284.00	\$136.88	\$273.76	\$158.00	\$316.00
2573.550	EROSION CONTROL SUPERVISOR	LS	1	\$250.00	\$250.00	\$2,000.00	\$2,000.00	\$501.44	\$501.44	\$2,233.00	\$2,233.00
2574.508	FERTILIZER TYPE 2	LB	20	\$5.00	\$100.00	\$4.20	\$84.00	\$3.69	\$73.80	\$2.10	\$42.00
2575.501	SEEDING	ACRE	0.1	\$2,500.00	\$250.00	\$28,350.55	\$2,835.06	\$1,579.30	\$157.93	\$10,526.00	\$1,052.60
2575.502	SEED MIXTURE 25-141	LB	6	\$8.00	\$48.00	\$13.13	\$78.78	\$20.01	\$120.06	\$37.00	\$222.00
2575.511	MULCH MATERIAL TYPE 1	TON	0.2	\$1,000.00	\$200.00	\$15,750.31	\$3,150.06	\$4,211.50	\$842.30	\$684.00	\$136.80
2582.501	PAVT MSSG PREF TAPE GR IN (WR)	S F	15	\$25.50	\$382.50	\$59.85	\$897.75	\$60.93	\$913.95	\$60.00	\$900.00
2582.502	4" SOLID LINE PREF TAPE GR IN (WR)	L F	133	\$3.50	\$465.50	\$12.08	\$1,606.64	\$12.29	\$1,634.57	\$12.00	\$1,596.00
2582.503	CROSSWALK PREF TAPE GR IN (WR)	S F	792	\$10.50	\$8,316.00	\$20.90	\$16,552.80	\$21.27	\$16,845.84	\$21.00	\$16,632.00
Total - CP 30-37 (SAP 019-630-020) - Inver Grove Heights				\$151,088.80		\$174,317.13		\$179,747.14		\$167,759.45	
CP 31-93 (SAP 019-631-049) - Apple Valley											
Roadway											
2104.501	REMOVE CURB & GUTTER	L F	345	\$7.00	\$2,415.00	\$10.77	\$3,715.65	\$5.85	\$2,018.25	\$6.10	\$2,104.50
2104.503	REMOVE BITUMINOUS WALK	S F	975	\$3.00	\$2,925.00	\$1.31	\$1,277.25	\$0.52	\$507.00	\$0.60	\$585.00
2104.503	REMOVE CONCRETE WALK	S F	1645	\$3.00	\$4,935.00	\$1.24	\$2,039.80	\$1.63	\$2,681.35	\$1.60	\$2,632.00
2104.503	REMOVE BITUMINOUS PAVEMENT	S F	60	\$5.00	\$300.00	\$2.55	\$153.00	\$0.70	\$42.00	\$0.50	\$30.00
2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	L F	158	\$4.00	\$632.00	\$3.19	\$504.02	\$2.03	\$320.74	\$2.60	\$410.80
2232.501	MILL BITUMINOUS SURFACE (2.0")	S Y	104279	\$0.85	\$88,637.15	\$0.75	\$78,209.25	\$0.76	\$79,252.04	\$0.65	\$67,781.35
2357.502	BITUMINOUS MATERIAL FOR TACK COAT (P)	GAL	5214	\$3.00	\$15,642.00	\$2.02	\$10,532.28	\$1.40	\$7,299.60	\$3.10	\$16,163.40
2360.501	TYPE SP 12.5 WEARING COURSE MIX (3,B)	TON	11896	\$45.00	\$535,320.00	\$38.45	\$457,401.20	\$46.42	\$552,212.32	\$44.00	\$523,424.00
2504.602	ADJUST GATE VALVE	EACH	10	\$200.00	\$2,000.00	\$351.79	\$3,517.90	\$0.01	\$0.10	\$246.00	\$2,460.00
2506.522	ADJUST FRAME & RING CASTING	EACH	16	\$500.00	\$8,000.00	\$517.03	\$8,272.48	\$0.01	\$0.16	\$321.00	\$5,136.00
2521.501	6" CONCRETE WALK	S F	2574	\$10.00	\$25,740.00	\$12.47	\$32,097.78	\$12.08	\$31,093.92	\$12.50	\$32,175.00
2531.501	CONCRETE CURB & GUTTER DESIGN B418	L F	319	\$30.00	\$9,570.00	\$25.60	\$8,166.40	\$31.98	\$10,201.62	\$34.50	\$11,005.50
2531.618	TRUNCATED DOMES	S F	256	\$60.00	\$15,360.00	\$45.00	\$11,520.00	\$49.48	\$12,666.88	\$47.50	\$12,160.00
2563.601	TRAFFIC CONTROL	LS	1	\$25,000.00	\$25,000.00	\$40,000.00	\$40,000.00	\$29,975.00	\$29,975.00	\$35,948.00	\$35,948.00
2582.501	PAVT MSSG EPOXY	S F	750	\$10.00	\$7,500.00	\$12.60	\$9,450.00	\$12.83	\$9,622.50	\$12.50	\$9,375.00
2582.501	PAVT MSSG PREF TAPE (WR)	S F	390	\$30.00	\$11,700.00	\$59.85	\$23,341.50	\$60.93	\$23,762.70	\$60.00	\$23,400.00
2582.502	4" SOLID LINE EPOXY	L F	41760	\$0.30	\$12,528.00	\$0.40	\$16,704.00	\$0.41	\$17,121.60	\$0.40	\$16,704.00

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Approving MnDOT Cooperative Agreement No. 1029710 for City Project No. 2017-03 – Watermain Improvements, 65th Street Loop and City Project No. 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project

Meeting Date: May 14, 2018
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

TJK

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Fiscal/FTE Impact:

None

Amount included in current budget

Budget amendment requested

FTE included in current complement

New FTE requested – N/A

Other: City MSAS Funds, Pavement Management Fund, NWA Utility Fund

PURPOSE/ACTION REQUESTED

Consider resolution approving MnDOT Cooperative Agreement No. 1029710 for City Project No. 2017-03 – Watermain Improvements, 65th Street Loop and City Project No. 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project.

SUMMARY

The City is planning to install a 16" trunk watermain loop from Agate Trail to the T.H. 3 termini of City Project No. 2017-02, as part of City Project No. 2017-03. In addition, the City is planning to construct new storm sewers, ponds, several retaining walls and turn lanes at a new intersection of T.H. 3 (South Robert Trail) and the future 65th Street (City Project No. 2017-24). WSB has designed the project. The City Engineering Division has been reviewing the project. Some City utilities will be constructed to accommodate the project.

MnDOT has made accommodations to cooperate with the City on the project. The attached Cooperative Agreement No. 1029710 between MnDOT and the City of Inver Grove Heights outlines the terms for MnDOT's accommodations on the City's improvement project. The City will perform this work at no cost to MnDOT as outlined in the Cooperative Agreement.

I recommend adoption of the resolution approving MnDOT Cooperative Agreement No. 1029710 for City Project No. 2017-03 – Watermain Improvements, 65th Street Loop and City Project No. 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project. City Project No. 2017-24 is also a state-aid project (S.A.P. 178-010-011).

TJK/kf

Attachments: Resolution
 MnDOT Cooperative Agreement 1029710

Note: Please note that the Agreement in your packet is a draft copy. The final version incorporates minor changes from the City Engineer and City Attorney. Once a final version of the agreement is available from MnDOT, we will forward to Council.

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

**CONSIDER RESOLUTION APPROVING MNDOT COOPERATIVE AGREEMENT NO. 1029710
FOR CITY PROJECT NO. 2017-03 – WATERMAIN IMPROVEMENTS, 65TH STREET LOOP AND CITY
PROJECT NO. 2017-24 – T.H. 3 INTERSECTION IMPROVEMENTS FOR THE 65TH STREET PROJECT
(S.A.P. 178-010-011)**

RESOLUTION NO. _____

WHEREAS, the City of Inver Grove Heights is a political subdivision, organized and existing under the laws of the State of Minnesota; and

WHEREAS, the City Council of the City of Inver Grove Heights has approved a plan for improvements on T.H. 3 and the newly proposed 65th Street Improvement from Hwy 3 to Blackstone Ridge Development; and

WHEREAS, the City Council has approved a plan for trunk watermain improvements on T.H. 3 and 65th Street; and

WHEREAS, the State of Minnesota, Department of Transportation, requires a Cooperative Agreement for the construction, utilization and maintenance of existing City utilities on the project. MnDOT is responsible for maintenance as outlined in the Cooperative Agreement.

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

1. The City of Inver Grove Heights hereby enters into MnDOT Cooperative Agreement No. 1029710 with the State of Minnesota, Department of Transportation for the following purposes: to construct, operate and maintain existing public utilities within the right-of-way of Trunk Highway 3 of the State of Minnesota and to construct the 65th Street intersection improvements.
2. The City of Inver Grove Heights shall operate and maintain said utilities in accordance with MnDOT Cooperative Agreement No. 1029710 granted by the Minnesota Department of Transportation. MnDOT's maintenance responsibilities are also outlined in the Cooperative Agreement.

Adopted by the City Council of Inver Grove Heights this 14th day of May 2018

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

Draft

MnDOT Contract No: 1029710

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF INVER GROVE HEIGHTS
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (S.P.):	<u>1908-88</u>
Trunk Highway Number (T.H.):	<u>3=334</u>
State Aid Project Number (S.A.P.):	<u>178-010-011</u>
City Project Number:	<u>2015-03</u>
City Project Number:	<u>2017-03</u>
City Project Number:	<u>2017-24</u>

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and City of Inver Grove Heights acting through its City Council ("City").

Recitals

1. The City will perform grading, bituminous surfacing, retaining walls, watermain, storm sewer construction and other associated construction upon, along and adjacent to Trunk Highway No. 3 from 1,350 feet north of 70th Street West (County State Aid Highway (C.S.A.H.) No. 26) to 1,650 feet north of 60th Street West according to City-prepared plans, specifications and special provisions designated by the City as City Project No. 2015-03, No. 2017-03, and No. 2017-24, and by the State as State Aid Project No. 178-010-011, and as State Project No. 1908-88 (T.H. 3=334) ("Project"); and
2. The City requests the State allow the construction of grading, bituminous surfacing, watermain, and storm sewer construction and the State is willing to allow said construction; and
3. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 2.4. State Ownership of Improvements; 5. Maintenance by the City; 8. Liability; Worker Compensation Claims; Insurance; 10. State Audits; 11. Government Data Practices; 12. Governing Law; Jurisdiction; Venue; and 14. Force Majeure.
- 1.4. **Plans, Specifications, Special Provisions.** State-approved City plans, specifications and special provisions designated by the City as City Project No. 2015-03, No. 2017-03, and No. 2017-24, and by the State as State Aid Project No. 178-010-011, and as State Project No. 1908-88 (T.H. 3=334) are on file in the office of the City's Engineer and incorporated into this Agreement by reference ("Project Plans").
- 1.5. **Exhibits.** "Right of Way Layout" and "Maintenance Layout" are attached and incorporated into this Agreement.

2. Right-of-Way Use

- 2.1. *Limited Right to Occupy.*** The State grants to the City (and its contractors and consultants) the right to occupy Trunk Highway Right-of-Way as necessary to perform the work described in the Project Plans. This right is limited to the purpose of constructing the project, and administering such construction, and may be revoked by the State at any time, with or without cause. Cause for revoking this right of occupancy includes, but is not limited to, breaching the terms of this or any other agreement (relevant to this project) with the State, failing to provide adequate traffic control or other safety measures, failing to perform the construction properly and in a timely manner, and failing to observe applicable environmental laws or terms of applicable permits. The State will have no liability to the City (or its contractors or consultants) for revoking this right of occupancy.
- 2.2. *State Access; Suspension of Work; Remedial Measures.*** The State's District Engineer or assigned representative retains the right to enter and inspect the Trunk Highway Right-of-Way (including the construction being performed on such right-of-way) at any time and without notice to the City or its contractor. If the State determines (in its sole discretion) that the construction is not being performed in a proper or timely manner, or that environmental laws (or the terms of permits) are not being complied with, or that traffic control or other necessary safety measures are not being properly implemented, then the State may direct the City (and its contractor) to take such remedial measures as the State deems necessary. The State may require the City (and its contractors and consultants) to suspend their operations until suitable remedial action plans are approved and implemented. The State will have no liability to the City (or its contractors or consultants) for exercising its rights under this provision.
- 2.3. *Traffic Control; Worker Safety.*** While the City (and its contractors and consultants) are occupying the State Right-of-Way, they must comply with the approved traffic control plan, and with applicable provisions of the Work Zone Field Handbook (<http://www.dot.state.mn.us/trafficeng/workzone/index.html>). All City, contractor, and consultant personnel occupying the State's Right-of-Way must be provided with required reflective clothing and hats.
- 2.4. *State Ownership of Improvements.*** The State will retain ownership of its Trunk Highway Right-of-Way, including any improvements made to such right-of-way under this Agreement, unless otherwise noted. The warranties and guarantees made by the City's contractor with respect to such improvements (if any) will flow to the State. The City will assist the State, as necessary, to enforce such warranties and guarantees, and to obtain recovery from the City's consultants, and contractor (including its sureties) for non-performance of contract work, for design errors and omissions, and for defects in materials and workmanship. Upon request of the State, the City will undertake such actions as are reasonably necessary to transfer or assign contract rights to the State and to permit subrogation by the State with respect to claims against the City's consultants and contractors.

3. Contract Award and Construction

- 3.1. *Contract Terms.*** The City's contract with its construction contractor(s) must include the following terms:
- A. A clause making the State of Minnesota, acting through its Commissioner of Transportation, an intended third-party beneficiary of the contract with respect to the portion of work performed on the State's Right-of-Way; and
 - B. A clause requiring the State to be named as an additional insured on any insurance coverage which the contractor is required to provide; and
 - C. A clause stating that any warranties provided by the contractor, for the work performed on the trunk highway, will flow to, and be enforceable by, the State as the owner of such improvements.
- 3.2. *Direction, Supervision and Inspection of Construction.***
- A. The contract construction will be under the direction of the City and under the supervision of a registered professional engineer; however, the State participation construction covered under this Agreement will

be open to inspection by the State District Engineer's authorized representatives. The City will give the State Aid Agreements Engineer at Roseville five days notice of its intention to start the contract construction.

- B. Responsibility for the control of materials for the contract construction will be on the City and its contractor and will be carried out according to Specifications No. 1601 through and including No. 1609 in the State's current "Standard Specifications for Construction".

3.3. Completion of Construction. The City will cause the contract construction to be started and completed according to the time schedule in the construction contract special provisions. The completion date for the contract construction may be extended, by an exchange of letters between the appropriate City official and the State District Engineer's authorized representative, for unavoidable delays encountered in the performance of the contract construction.

3.4. Compliance with Laws, Ordinances, Regulations. The City will comply and cause its contractor to comply with all Federal, State and Local laws, and all applicable ordinances and regulations. With respect only to that portion of work performed on the State's Trunk Highway Right-of-Way, the City will not require the contractor to follow local ordinances or to obtain local permits.

4. Right-of-Way; Easements; Permits

4.1. The City will, without cost or expense to the State, obtain all rights-of-way, easements, construction permits and any other permits and sanctions that may be required in connection with the local and trunk highway portions of the contract construction. Before payment by the State, the City will furnish the State with certified copies of the documents for rights-of-way and easements, construction permits and other permits and sanctions required for State participation construction covered under this Agreement.

4.2. The City will convey to the State by quit claim deed, all newly acquired rights needed for the continuing operation and maintenance of the Trunk Highway, if any, upon completion of the Project, at no cost or expense to the State.

4.3. The City will comply with Minnesota Statutes § 216D.04, subdivision 1(a), for identification, notification, design meetings and depiction of utilities affected by the contract construction.

4.4. The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City of Inver Grove Heights to be constructed upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application for Utility Permit on Trunk Highway Right-Of-Way" (Form 2525).

4.5. Limited Use Permit No. 1908-0088. Limited Use Permit No. 1908-0088 will cover the City's liability responsibilities of landscape rock to be constructed upon the State Right-of-Way.

5. Maintenance by the City

Upon completion of the project, the City will provide the following without cost or expense to the State:

5.1. Storm Sewers and Infiltration Basins. Maintenance of City-owned storm sewer and infiltration basin facilities construction as shown in pink on Exhibit "Maintenance Layout". Maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from grates and catch basins and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation.

5.2. Municipal Utilities. Maintenance of any municipal-owned utilities construction, without cost or expense to the State.

5.3. Additional Drainage. Neither party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party. The drainage areas served by the storm sewer facilities constructed under the construction

contract are shown in a drainage area map, Exhibit "Drainage Area", which is on file in the office of the State's District Hydraulics Unit at Roseville and is incorporated into this Agreement by reference.

6. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

6.1. The State's Authorized Representative will be:

Name/Title: Maryanne Kelly-Sonnek, Cooperative Agreements Engineer (or successor)
Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
Telephone: (651) 366-4634
E-Mail: maryanne.kellysonnek@state.mn.us

6.2. The City's Authorized Representative will be:

Name/Title: Tom-Kaldunski, City Engineer (or successor)
Address: 8150 Barbara Avenue, Inver Grove Heights, MN 55077
Telephone: (651) 450-2572
E-Mail: tkaldunski@invergroveheights.org

7. Assignment; Amendments; Waiver; Contract Complete

7.1. *Assignment.* Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

7.2. *Amendments.* Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

7.3. *Waiver.* If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

7.4. *Contract Complete.* This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability; Worker Compensation Claims; Insurance

8.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City. Notwithstanding the foregoing, the City will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorneys fees), and expenses arising in connection with the project covered by this Agreement, regardless of whether such claims are asserted by the City's contractor(s) or consultant(s) or by a third party because of an act or omission by the City or its contractor(s) or consultant(s).

8.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

8.3. The City may require its contractor to carry insurance to cover claims for damages asserted against the City's contractor.

9. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

10. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

11. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

12. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. Termination; Suspension

13.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

13.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment or the provision of the services covered here. Termination must be by written or fax notice to the City. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

13.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement.

14. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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CITY OF INVER GROVE HEIGHTS

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

MCS

CITY OF INVER GROVE HEIGHTS

RESOLUTION

IT IS RESOLVED that the City of Inver Grove Heights enter into MnDOT Agreement No. 1029710 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for maintenance by the City for the grading, bituminous surfacing, watermain, storm sewer construction and other associated construction to be performed upon, along and adjacent to Trunk Highway No. 3 from 1,350 feet north of 70th Street West (County State Aid Highway No. 26) to 1,650 feet north of 60th Street West within the corporate City limits under State Project No. 1908-88 (T.H. 3=334).

IT IS FURTHER RESOLVED that the Mayor and the _____ are
(Title)
authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Inver Grove Heights at an authorized meeting held on the _____ day of _____, 2018, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this
_____ day of _____, 2018

Notary Public _____

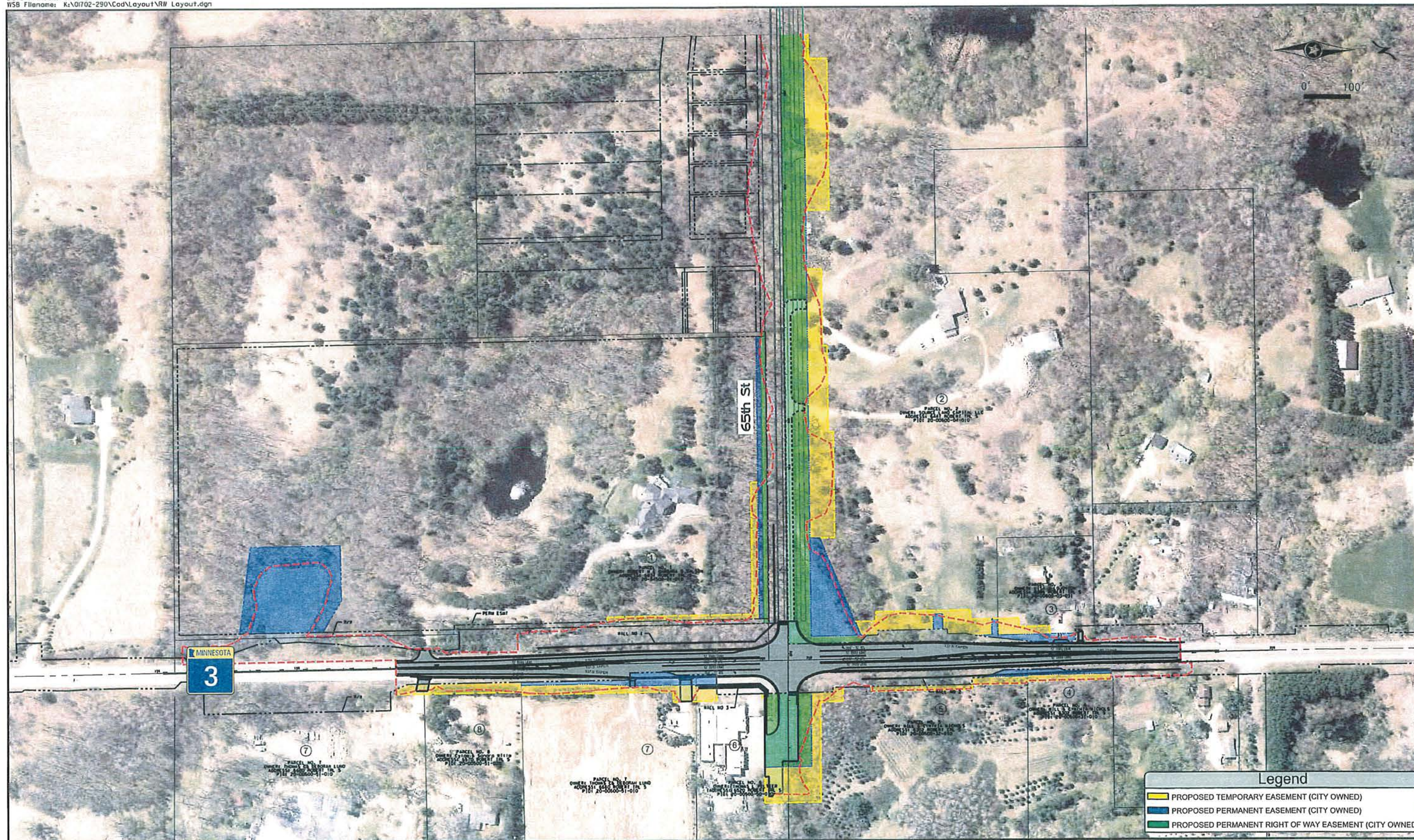
My Commission Expires _____

NOTARY
STAMP

(Signature)

(Type or Print Name)

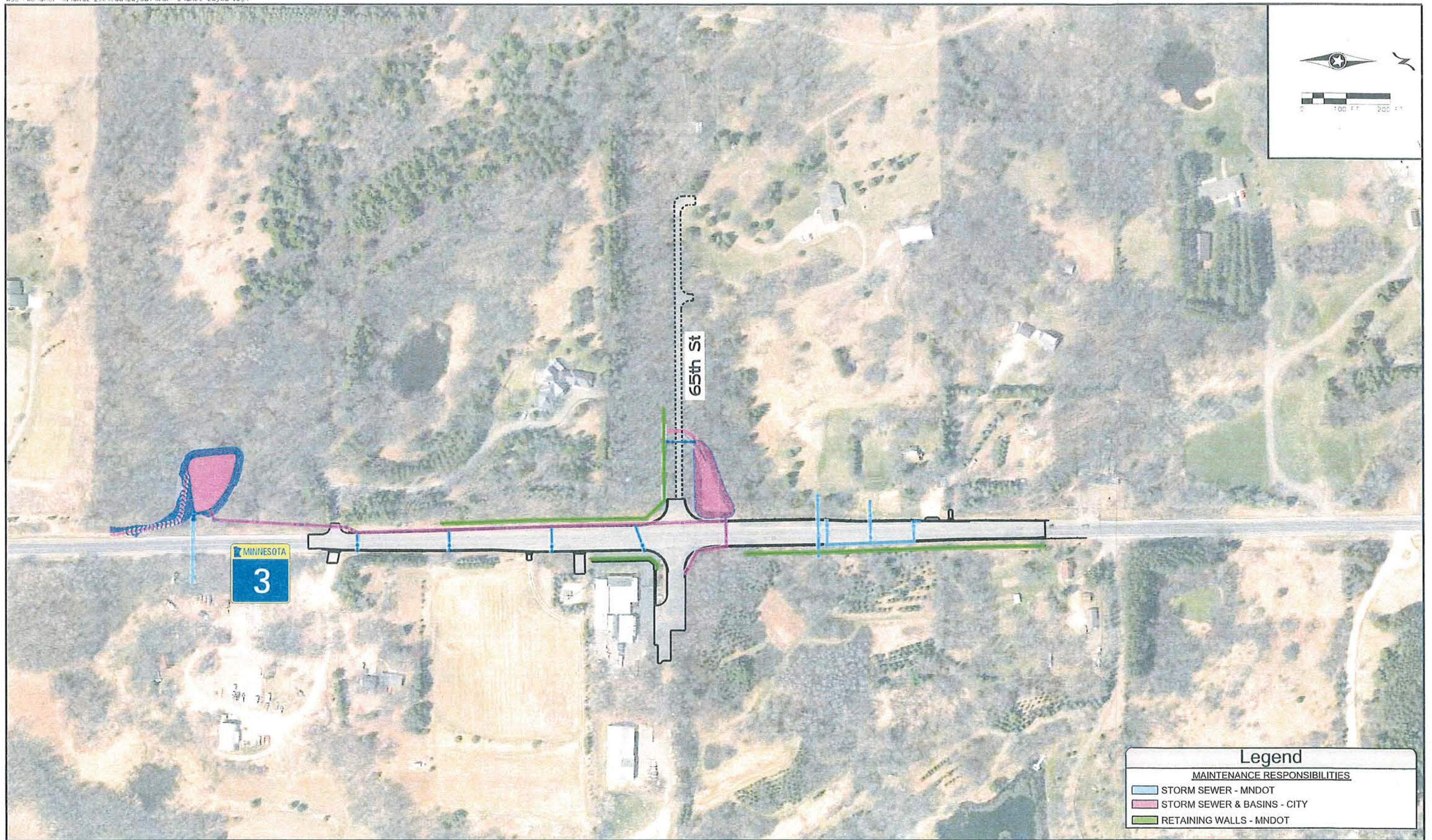
(Title)



Right of Way Layout (SP 1908-88, SAP 178-010-011) TH 3 & 65th Street Improvements

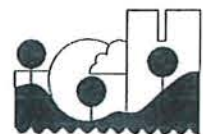
MARCH 2018





Maintenance Layout (SP 1908-88, SAP 178-010-011)
TH 3 & 65th Street Improvements





Pond/Retaining Wall Maintenance Layout (SP 1908-88, SAP 178-010-011)
TH 3 & 65th Street Improvements

5/8/18 TJK



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Receiving Feasibility Study, Scheduling Public Hearing, Authorizing Preparation of Final Plans and Specifications, and Approving the Geotechnical Proposal from American Engineering Testing, Inc. (AET) for City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and Conduit for City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements

Meeting Date: May 14, 2018
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SWD

Fiscal/FTE Impact:

- | | |
|-------------------------------------|---|
| ☐ | None |
| ☐ | Amount included in current budget |
| ☐ | Budget amendment requested |
| ☐ | FTE included in current complement |
| ☐ | New FTE requested – N/A |
| ☒ | Other: Fire Station No. 2 Project Funds |

PURPOSE/ACTION REQUESTED

Consider resolution receiving feasibility study, scheduling public hearing, authorizing preparation of final plans and specifications, and approval of geotechnical proposal from AET for City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and conduit for City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements.

SUMMARY

The subject feasibility study was prepared, at Council direction, to consider a project to construct City water and sewer extensions to Fire Station No. 2. The project would provide sewer and water laterals mains to Fire Station No. 2 from Broderick Boulevard. The fiber optic conduit installation has been included with the utility project. The fiber optic lines will be installed later.

The Planning Commission reviewed City Project No. 2018-08 on April 17, 2018 and found it to be consistent with the Comp Plan. Council approved a proposal on April 9, 2018 from SRF Consulting Group, Inc. for design and construction engineering consulting services. Bolton and Menk, Inc. provided a preliminary report on the Broderick Boulevard sanitary sewer capacity which confirmed the sewer has capacity for the added MUSA related to the Fire Station and adjoining properties.

SRF Consulting Group, Inc. will be preparing the final plans and specifications. American Engineering Testing, Inc. submitted a proposal for geotechnical exploration and review in the amount of \$7,750.25.

The estimated total costs for City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements is \$1,054,236. The estimated costs for installing conduit for City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements is \$54,551. The projects will be funded through the fire station project funds (primarily Capital Improvement Bonds).

It is recommended that the resolution receiving feasibility study, scheduling public hearing, authorizing preparation of final plans and specifications, and approving the geotechnical proposal from AET for City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and conduit for City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements be approved.

SWD/kf

Attachments: Resolution
 Exhibit
 Feasibility Study by SRF Consulting Group, Inc.
 AET Proposal

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

**RESOLUTION RECEIVING FEASIBILITY REPORT, SCHEDULING A PUBLIC HEARING,
AUTHORIZING PREPARATION OF FINAL PLANS AND SPECIFICATIONS, AND APPROVING THE
GEOTECHNICAL PROPOSAL FROM AMERICAN ENGINEERING TESTING, INC. (AET) FOR CITY
PROJECT NO. 2018-08 – FIRE STATION NO. 2 SEWER AND WATER IMPROVEMENTS AND
CONDUIT FOR CITY PROJECT NO. 2018-11 – FIRE STATION NO. 2 FIBER OPTIC IMPROVEMENTS**

WHEREAS, on April 9, 2018, the City Council approved a consulting engineering services proposal from SRF Consulting Group, Inc. for design, construction engineering services for City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements.

WHEREAS, in accordance with the Capital Improvement Plan, fiber optic conduit installation has been added to the feasibility study and proposed plans and specifications as part of City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements.

<u>Project No.</u>	<u>Improvements</u>
2018-08	Fire Station No. 2 Sewer and Water Improvements
2018-11	Fire Station No. 2 Fiber Optic Improvements

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

1. The feasibility study for City Project No. 2018-08 and 2018-11 (conduit portion) is hereby accepted.
2. The City Council will consider the improvement in accordance with the report and consider a funding package using Fire Station No. 2 project funds at an estimated total cost of \$1,108,787.
3. A public hearing will be held on such improvements at 7:00 p.m. on Tuesday, May 29, 2018 in the City Council Chambers at 8150 Barbara Avenue and the City Clerk shall give mailed and published notice of such hearing and improvements as required by law.
4. The City and its consultant hereby authorizes the preparation of final plans and specifications for said projects.
5. The proposal from AET in the amount of \$7,750.25. for geotechnical exploration and review service is hereby approved.
6. The City Attorney and City Engineer are hereby authorized to negotiate and secure necessary easements for the projects.

Adopted by the City Council of the City of Inver Grove Heights this 14th day of May 2018

AYES:
NAYS:

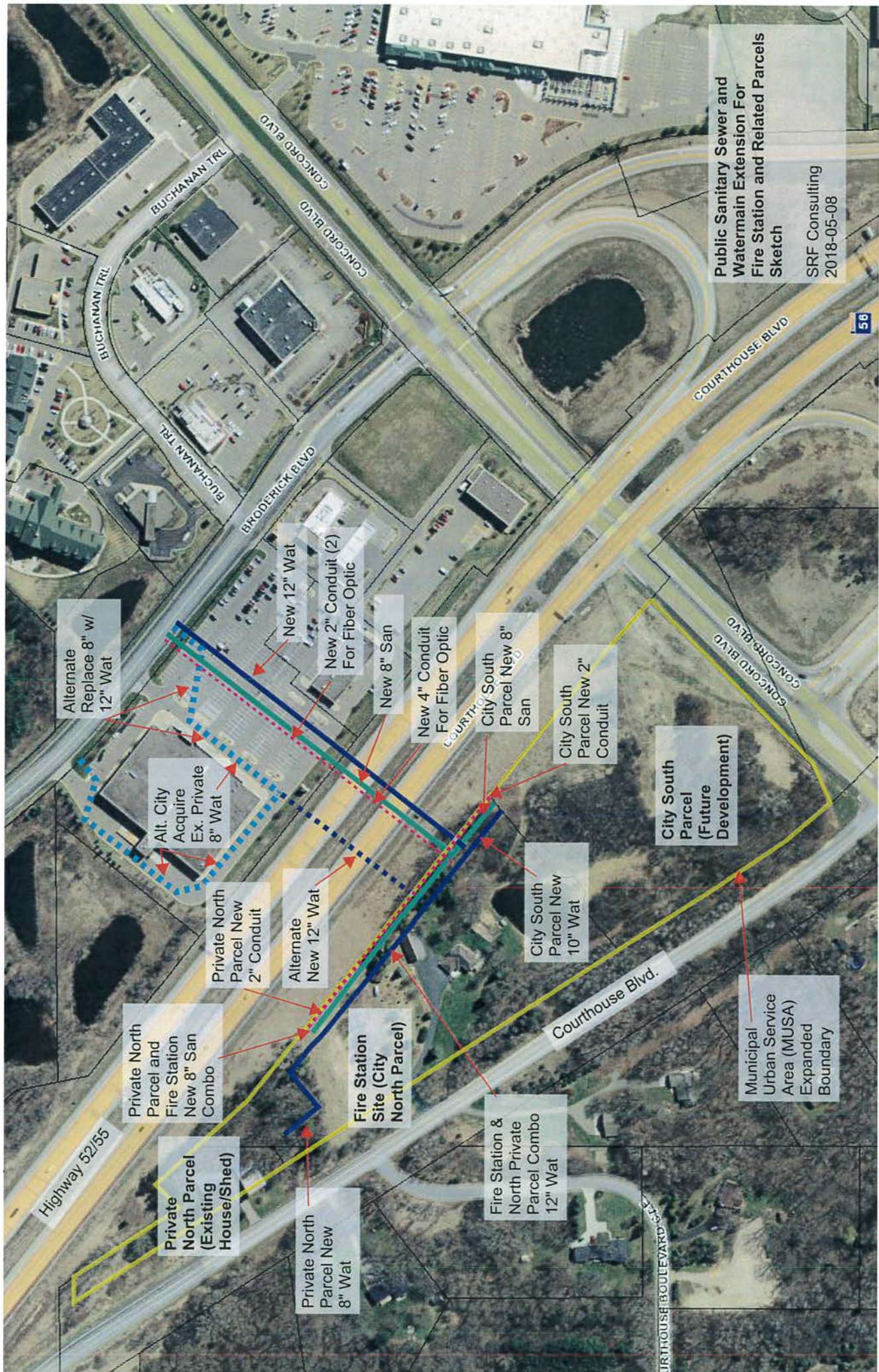
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

Public Sanitary Sewer and
Watermain Extension For
Fire Station and Related Parcels
Sketch

SRF Consulting
2018-05-08



Fire Station No. 2 Sewer and Water Improvements and

Conduit for Fire Station No. 2 Fiber Optic Improvements

Feasibility Study

City Project No. 2018-08 (Sewer and Water)

City Project No. 2018-11 (Conduit for Fiber Optic)



Inver Grove Heights
MINNESOTA

City of Inver Grove Heights

Prepared by:



Date: May 9, 2018

SRF No. 10970.01

Certification

Feasibility Study

For

Fire Station No. 2

Sewer and Water Improvements

From Broderick Boulevard to 11+ acre City Parcels

To Service Fire Station Expanded Municipal Urban Service Area

City of Inver Grove Heights

Inver Grove Heights, MN

City Project No. 2018-08

SRF Project No. 10970.01

I here by certify that this plan, specification or report
was prepared by me or under my direct supervision,
and that I am a duly Licensed Professional Engineer
under the laws of the State of Minnesota.



By: _____

Michael C. Aaron, P.E.

License No. 25721

Date: May 9, 2018

Table of Contents

I.	Introduction.....	1
II.	Background.....	1
III.	Sewer and Water Improvements	2
IV.	Conduit for Fiber Optic Improvements	4
V.	Easements	4
VI.	Estimated Costs and Financing.....	5
VII.	Coordination, Permits, and Schedule	6
VIII.	Operation and Maintenance	7
IX.	Feasibility and Recommendation	7

Appendix

Appendix A: Study Improvement Exhibit

Appendix B: Study Improvement Project Cost Estimate

Appendix C: New Fire Station Utility Extension Evaluation Memo

Appendix D: New Fire Station Water Supply Evaluation Memo

Appendix E: Broderick Boulevard Sanitary Capacity Memo

Appendix F: Municipal Urban Service Area Expansion

Appendix G: Easements - Temporary and Permanent

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Feasibility Study

I. Introduction

This study reviews the primary utility extension of sanitary sewer, watermain, and fiber optic conduit for the new Fire Station No. 2 and related overall 11+ acre new Municipal Urban Service Area(MUSA). The utility corridor is basically from a point in Broderick Boulevard, about 800 LF north of Concord Boulevard, traversing southwest about 800 LF across Highway 52/55, and split in opposite directions to the northwest and southeast parallel to Highway 52/55 to service the parcels in the new MUSA boundary.

It also includes previous information involving water system analysis, sanitary sewer capacity, and alternative watermain location/construction implementation options for utility installation across an existing private parcel parking lot.

The intent of this report is to evaluate the feasibility of the proposed utility improvements and provide recommendations on next steps.

II. Background

The City of Inver Grove Heights recently completed a study to assess its municipal fire coverage and identify location options for a new fire station. This study concluded with the recommendation to purchase available land in the northwest quadrant of Highway 52/55 and Concord Boulevard. The City proceeded to purchase 11+ acres, subdivided the property into two parcels, and selected an architect to design a new fire station on the north 5.5 acres.

During design of the fire station site, further evaluation of necessary utilities was considered and was determined that the utility extension of sanitary sewer, watermain, and conduit for fiber optic was significant enough to create a separate public utility project from the fire station. In addition, further evaluation of watermain flow/pressure and sanitary sewer capacity was needed to assess the actual improvement scope. Latest information is provided in Appendix D: New Fire Station Water Supply Evaluation Memo and Appendix E: Broderick Boulevard Sanitary Capacity Memo.

The City also created and approved a new Municipal Urban Service Area(MUSA) for the fire station and related parcels. This included three parcels, the newly subdivided City parcel(north-fire station, south-future development) and an existing single family resident property(less than one acre) just north of the fire station site. The utilities are to serve these parcels only, and no plans for including other areas of the City in the immediate area. See Appendix F: Municipal Urban Service Area Expansion.

The Inver Grove Heights Fire Department has two existing fire stations, identified as Fire Station 1 and Fire Station 3. A previous Fire Station 2 was placed out of service a while back, but the new Fire Station will take its designation, thus identified as Fire Station No. 2.

During review of the utility extension project, other coordination items were identified involving the reconstruction of Broderick Boulevard, retail property (old Rainbow Foods grocery store) at 9015 Broderick Boulevard, and new fire station.

Broderick Boulevard is under a re-construction project (pavement/storm) starting in April 2018, and is working in phases from south to north. So any utility connections into Broderick Boulevard need to happen within phase two, which begins on May 21st, when new street improvements are installed.

The retail parcel at 9015 Broderick is the location of the utility extension across the existing parking lot, and the City has been in discussions with the property owner involving these improvements and related easements. The property owner has indicated that there is a park and ride segment of the parking lot in the southeast that is used by Rochester Bus Line, that takes passengers to Mayo Clinic in Rochester, and is unclear whether they are going to continue. In addition, the building has been vacant for a few years, and previously was a Rainbow Foods grocery store. They are in the process of incorporating (and possible sale) a special needs school and will be doing tenant building improvements and parking lot mill and overlay to be completed by August 15 with school start on September 1, 2018. They need 75 parking spaces for the school's use, and need to complete primary parking lot impacts by August 15.

The public utilities will service and cross the new fire station site for the small north parcel connection. The fire station is already under design and may start construction at a different time than the utility improvements. Since there is blended work between the fire station site and public utility projects, it is important to note the importance of coordination.

III. Sewer and Water Improvements

The primary improvements for this study involves sanitary sewer, watermain, and a conduit for fiber optic. As stated in the Introduction section, the corridor is primarily from Broderick Boulevard, traversing southwesterly across the retail parking lot and Highway 52/55, and then splitting in opposite directions on the City owned fire station parcel, parallel to the highway to service all three parcels in the new MUSA boundary area. Construction is primarily open trench, with casings drilled under the highway. There will primarily be parking lot restoration, landscape restoration, and construction coordination with the fire station development.

The watermain is primarily a 12" diameter pipe from a wet tap connection at Broderick Boulevard's 24" watermain, to the fire station's building connection. Additional

connections include a 10" pipe to serve the south parcel(near the parcel line), and an 8" pipe and manhole to serve the small north resident parcel(just north of the fire station parking lot) by receiving a future sanitary forcemain. Public watermain will be a portion of the loop around the fire station building and will need to be coordinated with fire station improvements as there will be related improvements. This improvements will be open common trench(with sanitary) construction, except under Highway 52/55, where a 30" diameter casing will be drilled with watermain pipe inside.

A technical memo study explored the cost estimate for open trench versus directional drill across the existing parking lot, along with fiber optic conduit and alternate watermain connection. SRF previously completed this memo and is attached in the Appendix C: New Fire Station Utility Extension Evaluation Memo. It basically concluded that the cost of directional drill was significantly more than open trench, due to the long distance and pipe's low slope gravity drain precision of the sanitary line.

Please note that at the existing retail parcel(9015 Broderick), the existing 8" private watermain that loops around the old grocery store building is to remain, but was also a considered alternate watermain connection(placing a new 12" line on an existing 8" loop). Replacing some of the existing 8" watermain to 12" watermain was also reviewed. It was determined through preliminary engineering review and cost analysis that the water and sewer combined open trench options was the most feasible.

The combined trench for sewer, water, and fiber optic conduit improvements will be parallel to each other, perpendicular from Broderick Boulevard, across the southerly end of the parking lot, and under Highway 52/55. It was determined that placing all these utilities in a common trench and permanent easement area provided less risk of effecting the private properties operations, provided a more typical connection to the City's current watermain, and cost difference(sharing a common trench) was not significant.

Sanitary sewer is primarily an 8" diameter gravity drain pipe with a connection at the existing Broderick Boulevard's 8" sanitary mainline, via an existing manhole and stub, to the fire station building connection and the south parcel property line. The small residential north parcel may or may not connect to this sanitary connection at the fire station, so it was determined to be more cost effective for the City to provide a secondary manhole(at the back of the fire station building) in the adjacent landscape area for this north parcel to provide a connection through the landscape area. It was determined that the small north parcel will have to use a forcemain lift station system, due to elevation difference, and bare the cost of the installation into this sanitary manhole connection. This improvement will be open common trench(with watermain) construction, except under Highway 52/55, where a 30" diameter casing, separate from watermain, will be drilled with sanitary sewer pipe inside.

There will also be fiber optic conduit improvements within the project, discussed further in the following section, Conduit for Fiber Optic Improvements.

See Appendix A: Study Improvement Exhibit for further information.

IV. Conduit for Fiber Optic Improvements

There will also be fiber optic conduit improvements, tracked under a separate City Project Number(2018-11), within the sewer and water improvement project. The conduit will generally follow in the same corridor as the other proposed utilities, but offset 10 feet on the sanitary sewer side to minimize risk with the watermain. The conduit will allow fiber optic lines to be installed at another date. Generally there would be dual conduit lines at two inch diameter each for the open trench, east of Highway 52/55, a single common 4" diameter conduit bored under the highway, and single 2" conduits in each direction to the fire station north parcel and undeveloped south parcel, west of the highway.

V. Easements

The project will require a variety of easements both temporary and permanent involving two properties, 9015 Broderick Boulevard retail parcel and the City owned Fire Station parcel. It is understood that no land or easement acquisition costs are part of this project.

Easements for the 9015 Broderick parcel include three easements. The first is a small 50'x100' temporary construction easement near Broderick Boulevard at the sanitary, watermain, and fiber optic conduit utility stub connections area. The second easement is a larger temporary construction easement that encompasses the front portion of the old grocery store(new school)parking lot and involves access, disturbance, staging, stockpiling, casing/boring pits, construction, and restoration. It is noted that the casing/boring pit area under Highway 52/55 and related work will continue past the start of the proposed school, but the majority parking lot improvements will be completed by the scheduled date of August 15, 2018. The third easement is a permanent 40' wide Drainage and Utility Easement that follows the parallel location of the proposed sanitary sewer, watermain, and fiber optic conduit, across the southeasterly portion of the parking lot. See Appendix G – Easements – Temporary and Permanent.

The City owned fire station site will also involve future public Drainage and Utility Easements for the same sanitary sewer, watermain, and fiber optic conduit utilities. Easements to be defined at final design and construction of the public utilities. This will serve as the public connection to the adjacent north(existing resident) and south(undeveloped) parcels to the fire station.

VI. Estimated Costs and Financing

Project costs are summarized in the Appendix B: Study Improvement Project Cost Summary. This includes a construction cost contingency of 10% and an additional 38% on top of this for overhead soft costs that include legal, engineering, administrative, and fiscal costs. No land or easement acquisition costs are anticipated or included.

Estimated Fire Station No. 2 Sewer and Water Improvements Cost City Project Number 2018-08	
Item	Cost
Streets	\$149,608
Sanitary	\$212,583
Water	\$332,299
Estimate Construction Cost	\$694,490
10% Contingency	\$69,449
Sub Total Construction	\$763,939
38% Overhead Costs	\$290,297
Engineers Estimated Total Project Cost	\$1,054,236

Estimated Fire Station No. 2 Conduit for Fiber Optic Cost City Project Number 2018-11	
Item	Cost
Conduit for Fiber Optic	\$35,936
Estimate Construction Cost	\$35,936
10% Contingency	\$3,594
Sub Total Construction	\$39,530
38% Overhead Costs	\$15,021
Engineers Estimated Total Project Cost	\$54,551

Cost estimates are based on available public cost information and it is recommended that costs for project financing should be based upon actual competitive bid prices with refined contingencies. Study consultant does not have control over cost of labor, materials, bid costs, weather conditions and other factors affecting cost of construction and related services. Estimated costs is an opinion of the consultant for the client as general information and does not warranty or guarantee to the accuracy of the described items and related cost.

Financing for the sewer and water project and fiber optic project is through the Fire Station No. 2 project funds(primarily capital improvement bonds). Assessments are not anticipated for this project.

See Appendix B: Study Improvement Project Cost Estimate for further information.

VII. Coordination, Permits, and Schedule

Project coordination will primarily involve the following groups: fire station development, 9015 Broderick Boulevard retail property, Broderick Boulevard reconstruction, and Minnesota Department of Transportation(MnDOT), as described in previous sections.

Permits anticipated for the project involve MnDOT Utility Permit(utility highway crossing, Minnesota Pollution Control Agency NPDES permit(storm and erosion control), Metropolitan Council Environmental Services(sanitary extension), and Minnesota Department of Health(watermain extension).

Proposed Schedule:

May 14, 2018	City Council Sets Hearing, Authorizes Prep of Plans and Specs, And Approves Geotechnical Proposal
May 20, 2018	Publish Notice of Public Hearing (May 16 submit to SWR)
May 23, 2018	Information Neighborhood Meeting Prior to Hearing (Wed 6pm)
May 29, 2018	City Council Holds and Closes Hearing, Orders Project, Approves Plans & Specs, and Authorizes Advertisement for Bids
May 31(F&C)/June 3(SWR), 2018	Publish Bids (May 30 submit to F&C and SWR)
Jun 15, 2018	Bid Opening (Friday 9am)
Jun 25, 2018	City Council Receives Bids and Awards Project
Jul 09, 2018	Start Construction

Aug 15, 2018	Interim Construction Substantial Completion 1 (parking lot crossing)
Nov 30, 2018	Interim Construction Substantial Completion 2 (entire project)
June 30, 2019	Final Completion (turf establishment)

VIII. Operation and Maintenance

Sanitary sewer, watermain, and fiber optic conduit operations and maintenance is relatively low, and would expect related minimal costs, with a rare exception of an occasional repair. Thus no additional funds are calculated into maintaining the new improvements.

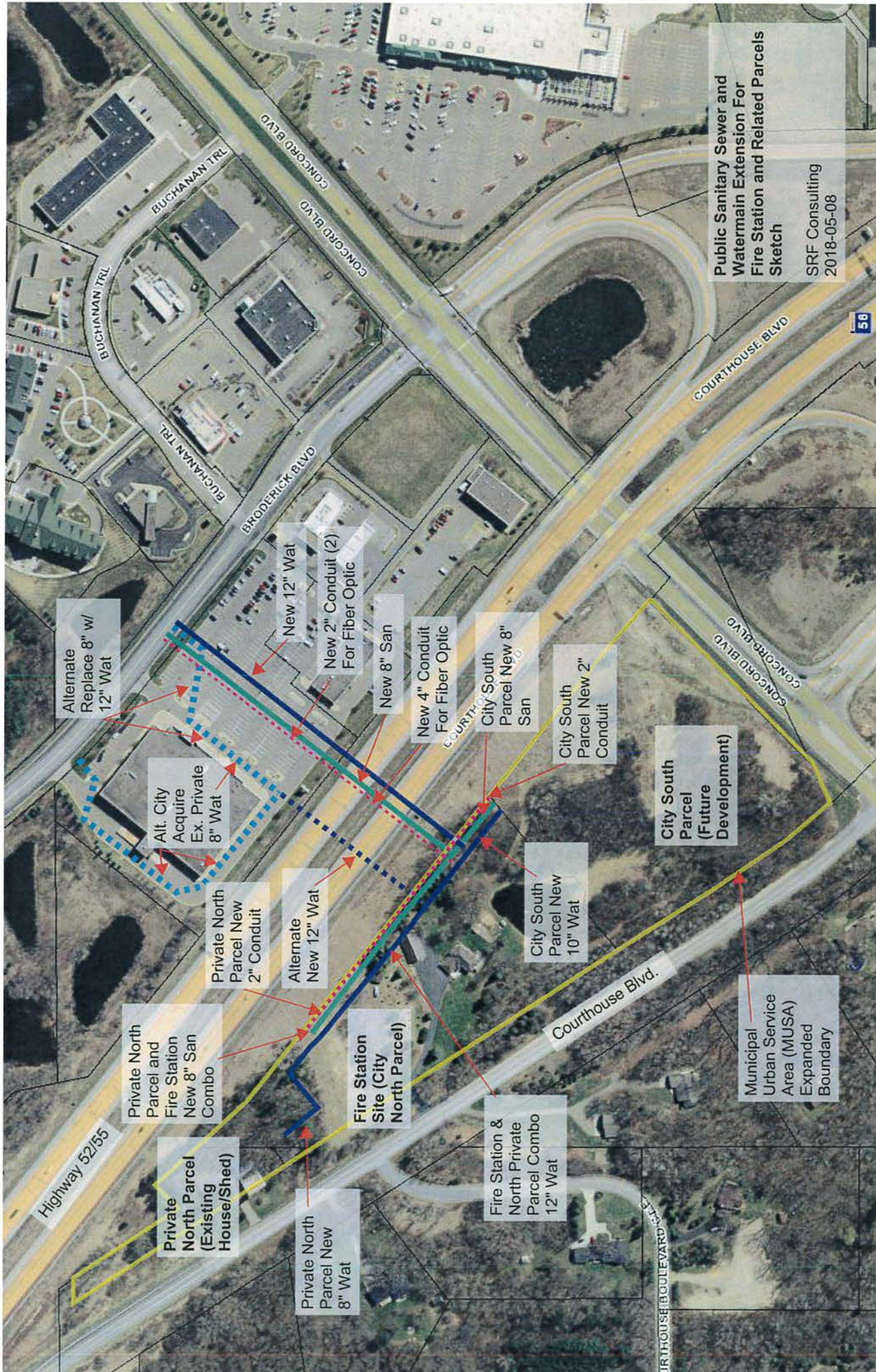
IX. Feasibility and Recommendation

Upon review of the information outlined in this study, the project is technically feasible, cost effective, and necessary and is recommended to proceed forward for implementation by completing project documents, letting competitive bids for the work, and construction of improvements.

Appendix

Appendix A:

Study Improvement Exhibit



Appendix

Appendix B:

Study Improvement Project Cost Estimate

**ENGINEERS ESTIMATE OF PROBABLE COSTS FIRE
STATION NO. 2 UTILITY IMPROVEMENT PROJECT
STREETS, SANITARY, AND WATERMAIN CITY PROJECT NO. 2018-08**

SORT CODE		UNIT	UNIT COST	TOTAL	
	SCHEDULE A: STREETS			QUANTITY	AMOUNT
02021.501	MOBILIZATION (5% OF TOTAL)	LS	\$7,124	1	\$7,124
02101.502	CLEARING	ACRE	\$30,000	0.21	\$6,300
02101.507	GRUBBING	ACRE	\$30,000	0.21	\$6,300
02104.501	REMOVE CURB AND GUTTER	LIN FT	\$25	90	\$2,250
02104.503	REMOVE BITUMINOUS PAVEMENT	SY	\$6	1850	\$11,100
02104.513	SAW BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$4	740	\$2,960
02104.521	SALVAGE PIPE SEWER	LIN FT	\$25	45	\$1,125
02104.521	SALVAGE FENCE	LIN FT	\$10	90	\$900
02105.522	SELECT GRANULAR BORROW (CV)	CY	\$20	625	\$12,500
02211.501	AGGREGATE BASE CLASS 5	TON	\$18	750	\$13,500
02360.501	TYPE WEARING COURSE MIXTURE (3,C)	TON	\$75	160	\$12,000
02360.501	TYPE NON-WEAR COURSE MIXTURE (3,B)	TON	\$75	215	\$16,125
02451.609	AGGREGATE FOUNDATION	TON	\$25	140	\$3,500
02451.609	GRANULAR BACKFILL	CY	\$18	180	\$3,240
02501.571	INSTALL PIPE SEWER	LIN FT	\$25	45	\$1,125
02502.541	6" PERF PE PIPE DRAIN	LIN FT	\$10	90	\$900
02531.501	CONSTRUCT B618 CONCRETE CURB AND GUTTER	LIN FT	\$50	90	\$4,500
02557.603	INSTALL FENCE	LIN FT	\$30	90	\$2,700
02563.601	TRAFFIC CONTROL	LS	\$25,000	1	\$25,000
02573.502	SILT FENCE, TYPE MS	LIN FT	\$3	1200	\$3,600
02573.530	INLET PROTECTION	EA	\$300	4	\$1,200
02573.533	BIOROLL	LIN FT	\$3	350	\$1,050
02574.525	STRIP AND SALVAGE TOPSOIL	CY	\$10	374	\$3,740
02574.525	REPLACE TOPSOIL	CY	\$10	374	\$3,740
02575.571	RABID STABILIZATION METHOD 3	ACRE	\$3,000	0.463	\$1,389
02582.502	4" SOLID LINE WHITE (PAINT)	LIN FT	\$1	1740	\$1,740
			SUBTOTAL SCHEDULE A: STREETS		\$149,608
	SCHEDULE B: SANITARY				
02021.501	MOBILIZATION (5% OF TOTAL)	LS	\$10,123	1	\$10,123
02503.602	CONNECT TO EXISTING SANITARY SEWER	EA	\$2,500	1	\$2,500
02503.603	8" PVC SEWER, SDR 35 (10'-15' DEEP)	LIN FT	\$35	410	\$14,350
02503.603	8" PVC SEWER, SDR 26 (15'-20' DEEP)	LIN FT	\$40	450	\$18,000
02503.603	8" PVC SEWER, SDR 26 (20'-25' DEEP)	LIN FT	\$55	230	\$12,650
02503.603	30" STEEL CASING PIPE (JACKED)	LIN FT	\$575	200	\$115,000
02503.603	8" PVC SDR 26 PIPE SEWER (THROUGH CASING)	LIN FT	\$50	200	\$10,000
02506.502	48" DIA. SANITARY MANHOLE	LIN FT	\$180	142	\$25,560
02506.516	CASTING ASSEMBLY (SANITARY)	EA	\$550	8	\$4,400
			SUBTOTAL SCHEDULE B: SANITARY		\$212,583
	SCHEDULE C: WATERMAIN				
02021.501	MOBILIZATION (5% OF TOTAL)	LS	\$15,824	1	\$15,824
02503.608	DUCTILE IRON FITTINGS	POUND	\$5	5500	\$27,500
02504.602	12" WET TAP	EA	\$18,000	1	\$18,000
02504.602	HYDRANT	EA	\$5,500	3	\$16,500
02504.602	6" GATE VALVE & BOX	EA	\$2,500	3	\$7,500
02504.602	8" GATE VALVE & BOX	EA	\$3,500	1	\$3,500
02504.602	10" GATE VALVE & BOX	EA	\$3,800	1	\$3,800
02504.602	12" GATE VALVE & BOX	EA	\$4,500	1	\$4,500
02504.603	6" WATERMAIN DUCTILE IRON CL 52	LIN FT	\$55	45	\$2,475
02504.603	8" WATERMAIN DUCTILE IRON CL 52	LIN FT	\$60	105	\$6,300
02504.603	10" WATERMAIN DUCTILE IRON CL 52	LIN FT	\$65	120	\$7,800
02504.603	12" WATERMAIN DUCTILE IRON CL 52	LIN FT	\$70	1480	\$103,600
02504.603	30" STEEL CASING PIPE (JACKED)	LIN FT	\$575	200	\$115,000
			SUBTOTAL SCHEDULE C: WATERMAIN		\$332,299
			ESTIMATED CONSTRUCTION TOTAL (A-C)		\$694,490
			10% CONTINGENCY		\$69,449
			ESTIMATED CONSTRUCTION SUBTOTAL		\$763,939
			38% INDIRECT		\$290,297
			ESTIMATED PROJECT TOTAL		\$1,054,236

**ENGINEERS ESTIMATE OF PROBABLE COSTS FIRE
STATION NO. 2 UTILITY IMPROVEMENT PROJECT
FIBER OPTIC CONDUIT CITY PROJECT NO. 2018-11**

SORT CODE		UNIT	UNIT COST	TOTAL	
	SCHEDULE A: FIBER OPTIC CONDUIT			QUANTITY	AMOUNT
02021.501	MOBILIZATION (5% OF TOTAL)	LS	\$1,711	1	\$1,711
02545.523	4" NON-METALLIC CONDUIT (DIRECTIONAL BORE)	LIN FT	\$30	200	\$6,000
02545.523	4" NON-METALLIC CONDUIT	LIN FT	\$15	115	\$1,725
02545.523	2" NON-METALLIC CONDUIT	LIN FT	\$10	2050	\$20,500
02545.553	HANDHOLE	EA	\$1,200	5	\$6,000
			ESTIMATED CONSTRUCTION TOTAL		\$35,936
			10% CONTINGENCY		\$3,594
			ESTIMATED CONSTRUCTION SUBTOTAL		\$39,530
			38% INDIRECT		\$15,021
			ESTIMATED PROJECT TOTAL		\$54,551

Appendix

Appendix C:

New Fire Station Utility Extension Evaluation Memo



Memorandum

SRF No. 10970.01

To: Tom Kaldunski, P.E., City Engineer
City of Inver Grove Heights
Steve Dodge, P.E., Assistant City Engineer
City of Inver Grove Heights

From: Mike Aaron, P.E., Senior Associate

Date: April 17th, 2018

Subject: New Fire Station Utility Extension Evaluation

Background

The City of Inver Grove Heights will be constructing a new fire station to be located north of Concord Boulevard, between Courthouse Boulevard and Highway 52/55. The proposed fire station site does not have public sanitary sewer or water service. A watermain and sanitary sewer extension is proposed to provide service to the fire station site along with providing service to a potential development site south of the fire station. A conduit for a fiber optic connection to the proposed fire station is also desired. The sanitary sewer, watermain, and fiber optic conduit are proposed to come from Broderick Boulevard on the east side of Highway 52/55. Casing pipes will need to be jacked beneath Highway 52/55 for all three utilities. This memorandum documents the evaluation of proposed construction options for the sanitary sewer, watermain, and fiber optic conduit between Broderick Boulevard and Highway 52/55, through an existing parking lot for the commercial property at 9150 Broderick Boulevard.

The building on the existing commercial property is currently unoccupied but is anticipated to be operated by a school beginning in early September. As part of the preparation for the school opening in September, portions of the existing parking lot will receive a bituminous mill and overlay improvement. It is also understood that Broderick Blvd. will be reconstructed in 2018. Coordination with these projects will be necessary during the utility extension for the fire station.

Construction Options

The proposed sanitary sewer extension will begin at an 8" PVC stub out of an existing sanitary sewer manhole located in Broderick Blvd., approximately 750 feet north of Concord Blvd. The 8" sewer will be extended southwesterly, across an existing parking lot for the commercial property, to the Highway 52/55 right of way. The proposed watermain extension would connect, with a wet tap, to the existing 24" line in Broderick Blvd. It is anticipated that the watermain extension would be a 12" diameter main. The watermain extension would parallel the sanitary sewer extension across the commercial property parking lot to the Highway 52/55 right of way.

www.srfconsulting.com

One Carlson Parkway North, Suite 150 | Minneapolis, MN 55447-4453 | 763.475.0010 Fax: 1.866.440.6364

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Two construction options were reviewed for the construction of the sewer and water extensions across the commercial property parking lot. One option was a traditional open cut construction while the second option was to perform directional drilling installation for the utilities. Discussions for each method of installation are given below. Note that the directional drilling option is only being considered for the portion of the project through the commercial property parking lot.

Open Cut Excavation

Traditional open excavation will require the removal and replacement of a strip of the existing parking lot approximately forty (40) feet wide. It is anticipated that a trench box would be used to keep the disturbed area to a minimum. Disruption through the existing parking lot would be significant during construction. Coordination would be needed with the park and ride operation being utilized in the existing lot. Coordination with the proposed school, anticipated to begin operations at the commercial property building, would also be needed.

The connection to the sanitary stub from the existing manhole in Broderick Blvd. would occur outside of the pavement. The watermain extension connection would require removal and replacement of pavement in Broderick Blvd. A single lane of traffic could likely be maintained on Broderick during the watermain connection. Traffic control, including flagging operations, would be needed while work was being performed in Broderick Blvd.

An estimate of construction cost for open trench construction of the sewer and water across the existing parking lot is as follows:

• Mobilization	\$10,000
• Removals	\$13,400
• Sanitary Sewer	\$25,900
• Watermain	\$36,500
• Restoration	<u>\$57,200</u>
Total:	\$143,000

Directional Drilling

Directional drilling of the water and sanitary sewer extensions beneath the existing parking lot was considered. SRF had discussions with some Contractors who do this type of work in preparation of this memorandum. Directional drilling has some challenges for the conditions at the project site. The length across the parking lot surface is 350 feet. Particularly for the sanitary sewer, this would be a long run for directional drilling while trying to maintain alignment and grade. Maintaining accurate slopes needed for gravity sewer is difficult with directional drilling. The minimum slope that is considered for this method of installation is 1 percent and higher slopes (3 to 5 percent) are

preferred. It is difficult for Contractors to avoid low points in the profile at lower grades. If low points or sags develop in the profile, the line needs to be removed and replaced. The risk associated with directional drilling of the gravity sewer would be significant for a Contractor and costs would reflect this risk. Launching and receiving pits would be needed for the drilling operation and there is only limited area along Broderick Boulevard for this.

Another method considered for the sanitary sewer is guided boring, also called pilot tube boring. This is a much more accurate method to install sanitary sewer. This method was recently used successfully on the Nicollet Mall project in downtown Minneapolis. A pilot tube is accurately installed between smaller launching and receiving pits. Casings are then augured between the pits. Finally, the carrier pipe is pushed into place through the launching pit while the auger casing is pushed out of the receiving pit. Though this is an accurate method for trenchless sanitary sewer installation, it is generally cost prohibitive.

An estimate of construction cost for trenchless construction of the sewer and water across the existing parking lot is as follows:

• Mobilization	\$25,300
• Removals	\$3,600
• Sanitary Sewer	\$238,800
• Watermain	\$74,000
• Restoration	<u>\$20,800</u>
Total:	\$362,500

Construction Method Recommendation

Based on the significant cost difference and the risk of the trenchless construction, we recommend that typical open cut construction be used for the installation of sanitary sewer and water main beneath the existing former commercial parking lot.

Fiber Optic Conduit Installation

It is desired that a conduit for a fiber optic line be installed in the same location as the sanitary sewer and water line route. Given the recommendation for open cut installation of the sanitary and watermain, it is recommended that a 4-inch conduit be installed across the parking lot at the same time the sanitary sewer and water line are installed. This installation would be a significantly lower cost than if the conduit were to be directionally drilled beneath the parking lot.

The anticipated cost for placing 400 feet of 4-inch conduit while performing the open trench installation of the sewer and water is approximately \$3,200. For directional boring 400 feet of 4-inch conduit, we would expect a cost of approximately \$12,000.

Alternate Water Line Route

SRF was asked to evaluate an alternate route for extending the water to the proposed fire station site. Stantec provided a memorandum to the City analyzing the option of connecting a proposed water line extension to the existing 8-inch diameter watermain loop around the existing commercial property building. A 12-inch diameter pipe was recommended for this option. The connection to the existing 8-inch line would occur much closer to the Highway 52/55 right of way saving approximately 400 feet of new watermain installation. Stantec's memorandum indicated that the existing 8-inch looped water line would be able to provide the desired flows and pressures needed for the fire station and the other development property on the west side of Highway 52/55.

If the City elects to choose this route, the existing 8-inch loop around the commercial property building will need to become a public watermain. Utility easements would need to be developed over the existing 8-inch line. Agreements between the City and the property owner would need to be developed for this routing. The construction for the connection of the new watermain to the existing 8-inch line would need to be coordinated with the property owner. Disruption in vehicle circulation around the building would occur while construction passed through the existing pavement.

By moving the proposed watermain to this location, a reduced easement width can be provided for the proposed sanitary sewer extension through the parking lot.

Based on the above estimate of construction cost for open trench Watermain construction, we would anticipate saving approximately \$36,500 in watermain costs by moving forward with this option. It may not be preferred to have sanitary sewer, watermain, and fiber optic crossing Highway 52/55 in two different locations. Discussions with MnDOT regarding preferred highway crossing locations should occur.

Appendix

Appendix D:

New Fire Station Water Supply Evaluation Memo

To:	Tom Kaldunski	From:	Jason Bordewyk
	City of Inver Grove Heights		St. Paul MN Office
Re:	New Fire Station Water Supply Evaluation	Date:	February 12, 2018

BACKGROUND

The City of Inver Grove Heights requested an evaluation for water supply to the location for a new fire station. The new fire station site is located at 9250 Courthouse Blvd. The site is across Trunk Highway 52 (TH 52) from the existing water system and north of Concord Blvd. Water supply to the site is proposed to be extended across the highway from the existing 8 inch water main loop for the commercial property at 9150 Broderick Blvd. There is approximately 2,000 feet of 24 inch water main between the Arbor Pointe water tower and the existing 8 inch water main loop.

HYDRAULIC MODEL EVALUATION

The hydraulic model was used to evaluate available fire flow under maximum day demand while maintaining 20 psi throughout the water system. The hydraulic model operation included the elevated tanks set 10 feet below overflow elevation and the Asher Booster Station supplying over 7 MGD to the Asher Pressure Zone. Available fire flow on the existing 8 inch water main loop exceeds 3,500 gpm. A flow of 3,500 gpm is the targeted flow for the new fire station and is typical fire flow target for industrial or large institutional fire flows. Typically, to achieve the highest available fire flow, trunk water mains (10 inch and greater) or a strong network of 8 inch water main are required.

As illustrated in Figure 1, proposed water mains were modeled to supply the new fire station and a potential development at the northwest corner of Concord Blvd and TH 52. The water main crossing TH 52 is approximately 420 feet long. The fire station is 400 feet to the north and the water main to the south is 700 feet long. With the elevated tanks 10 feet below overflow, the static pressures west of TH 52 will be 60 – 67 psi. The hydraulic model was evaluated to determine available fire flow with varying diameters for the proposed water mains. The table below provides the static water pressure and available fire flows west of Highway 55 with 8 inch, 10 inch, and 12 inch pipes.

Proposed Water System Location	Approx. Elevation	Static Water Pressure	Available Fire Flow		
			8 inch	10 inch	12 inch
New Fire Station on Courthouse Blvd.	960 ft	63 psi	2,300 gpm	3,500 gpm	4,500 gpm
West of TH 52 at Highway Crossing	950 ft	67 psi	2,950 gpm	4,200 gpm	5,000+ gpm
Proposed Development at Concord Blvd.	965 ft	60 psi	1,900 gpm	3,100 gpm	4,100 gpm

SUMMARY

Without looped water main across TH 52, a minimum of 10 inch water main is needed to supply the new fire station with 3,500 gpm flow while maintaining 20 psi throughout the rest of the water system. These results are based on approximately 800 feet of single 10 inch water main. However, 10 inch water main will only supply 3,100 gpm to the development to the south near Concord Blvd. If 3,500 gpm is required for this development, it is recommended that 12 inch water main be installed to supply the maximum available fire flow to the west side of TH 52.

STANTEC CONSULTING SERVICES INC.



Jason K Bordewyk, PE
 Project Manager
 Phone: (651) 967-4568
 Cell: (651) 775-5164
jason.bordewyk@stantec.com

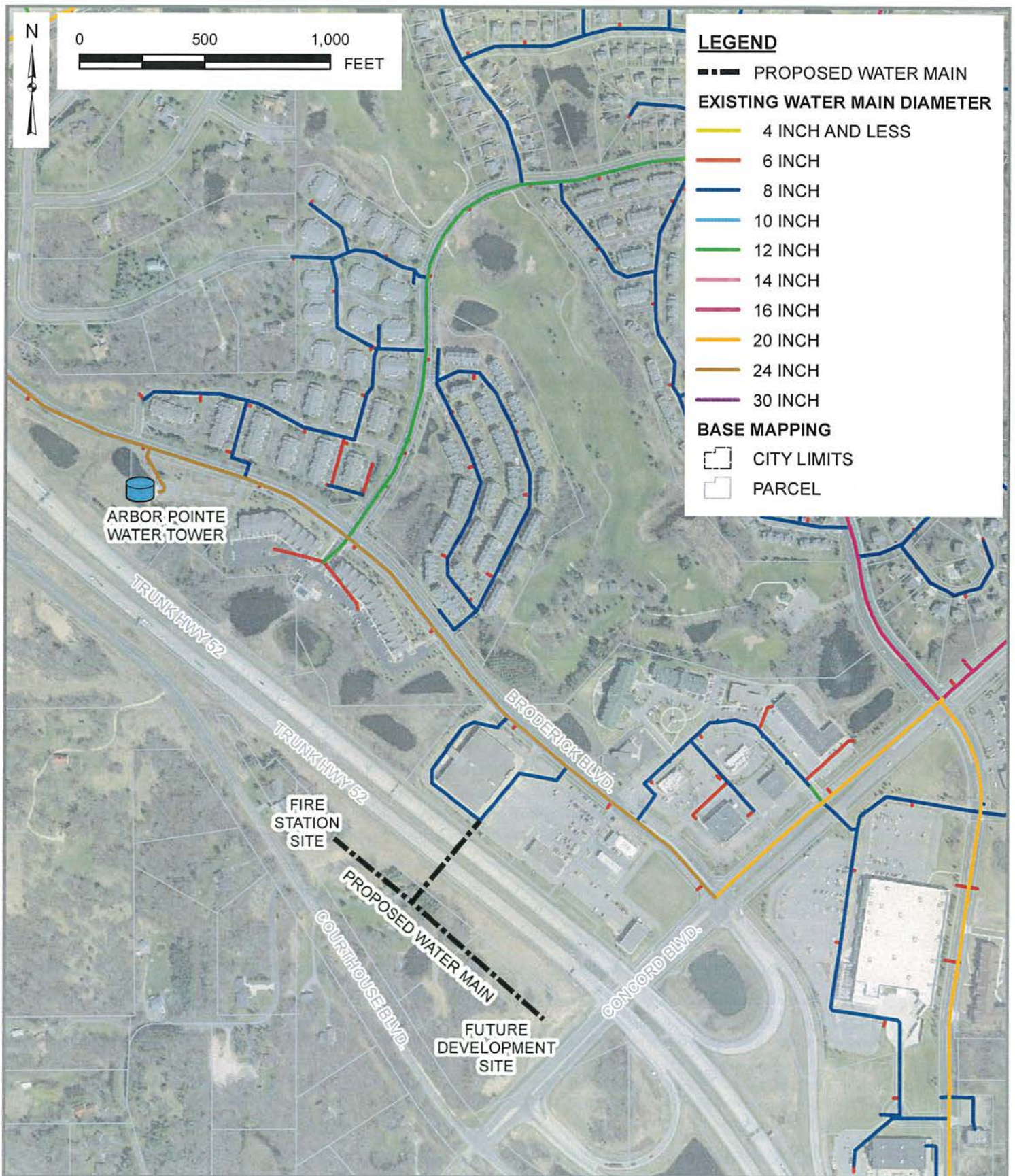


FIGURE 1 - PROPOSED FIRE STATION WATER SUPPLY



Stantec Consulting Services
2335 Highway 36 West
Saint Paul, MN 55113
651.636.4600

CITY OF INVER GROVE HEIGHTS

FEBRUARY 2018

The information on this map has been compiled by Stantec staff from a variety of sources and is subject to change without notice. Stantec makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information.

C:\PROJECTS\193803143\GIS\Projects\Figure 1 - Fire Station Fire Flow.mxd

Appendix

Appendix E:

Broderick Boulevard Sanitary Capacity Memo



**BOLTON
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2035 County Road D East
Maplewood, MN 55109-5314

Ph: (651) 704-9970
Fax: (651) 704-9971
Bolton-Menk.com

MEMORANDUM

Date: 5/1/2018
To: Steve Dodge, P.E.
From: Jordan Thole, P.E., CFM
Subject: Fire Station Sewer Analysis - Preliminary Results Memo
City of Inver Grove Heights
Project No.: T18.116107

Mr. Dodge,

Bolton & Menk, Inc. has completed the preliminary capacity analysis for the Fire Station Addition in Inver Grove Heights. The preliminary results outlined in this memo are based on the dry weather sanitary flow data collected between April 2nd, 2018 and April 24th 2018 in the 8" sanitary sewer under Broderick Blvd. The collected data was analyzed and used to calibrate a hydrodynamic sanitary sewer model in Autodesk's Storm and Sanitary Sewer Analysis (SSA). The approach and results of this study are summarized below.

Approach

A flow gage has been installed to the east of the intersection of Broderick Blvd and Brooks Blvd as seen in the Preliminary Capacity Figure attached. Flow data was measured on 15 minute intervals for 22 days to capture the base dry weather flows in the sanitary sewer. Data collected at this gage was analyzed to determine an average hourly flow and the hourly deviations from the average flow. The resulting flow distribution gave an accurate representation of the diurnal variation of wastewater flows throughout a typical day. The data was analyzed in its raw form and with weekends and holidays separated out to identify when peak flows occur. Exhibit 1 below summarizes the daily flow patterns for the existing sanitary sewer.

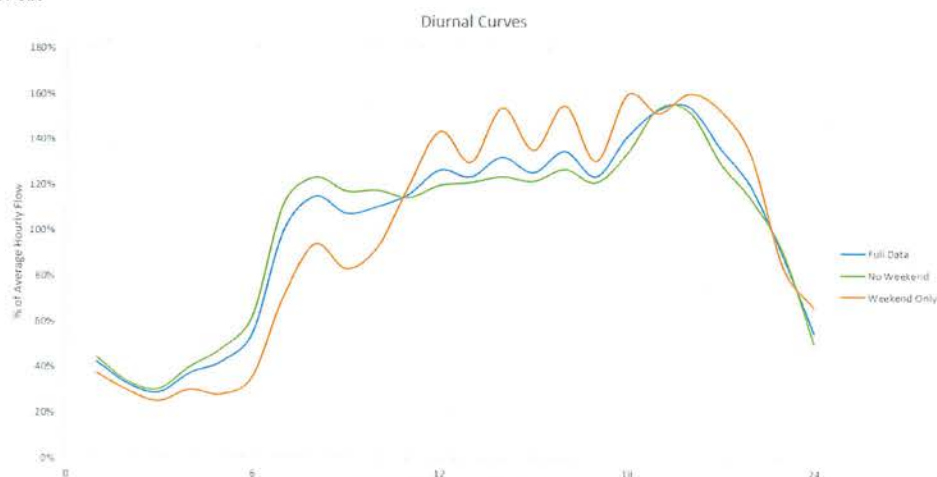


Exhibit 1 Diurnal Variations

Name: Preliminary Findings Memo
Date: 5/2/2018

Since the weekends only distribution showed the highest peak flows, this curve was used in the hydraulic model to analyze the sewers capacity.

A graphical representation of the raw flow data and diurnal variation analyses can be found in the attached documents.

The flow data captured by the gage was not affected by I&I during the duration analyzed. The ground in this region remained frozen throughout the current study period. Further data is being collected through the end of May to analyze the effects of I&I on the system. In this preliminary model, the peaking factor of 4.5 was applied to the base flow to estimate the effects of I&I on the system.

Results

Preliminary results indicate that the 8" sanitary sewer has enough remaining capacity to convey the waste water from the proposed fire station and the commercial area. The gage data collected indicates that the average hourly flowrate in the pipe is approximately 13.9 gpm with a peak hourly dry weather flow of 40.1 gpm. Conservatively, the wet weather derived flows bring the peak hourly flow to around 62.4 gpm. The proposed additions to the sewershed add approximately 9.95 gpm to the dry weather flow bringing the peak hourly flow to approximately 127gpm at the end of the 8" line under Broderick.

The lowest capacity stretch of sanitary sewer lies between MH-F and MH-28, as identified in the attached figure, which has a maximum gravity flow capacity of 392 gpm. The preliminary flow estimates place the peak flow well below this threshold, indicating that the sanitary sewer should be capable of conveying the proposed additions without capacity issues.

A figure showing the modeled area and peak flowrates can be found in the attached documents for your reference.

Recommendations

It is recommended that the flow gage be left in place through the end of May 2018 to analyze the system's response to I&I. There is a possibility that I&I is higher than typical and may affect the capacity of the 8" sanitary pipe.

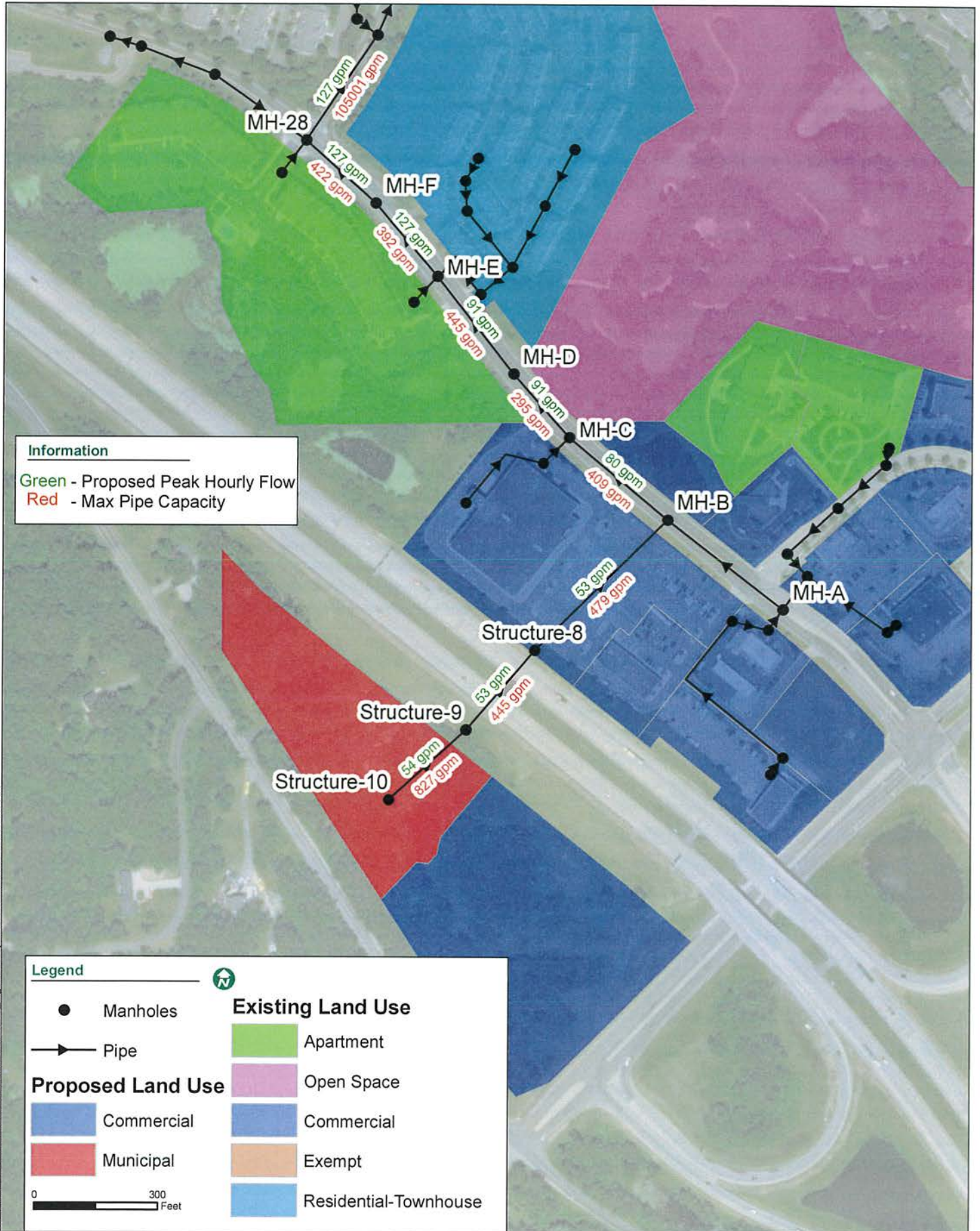
If you have any questions or comments please feel free to contact me at your earliest convenience at (612) 751-8804 or by email at Jordanth@bolton-menk.com.

Sincerely,

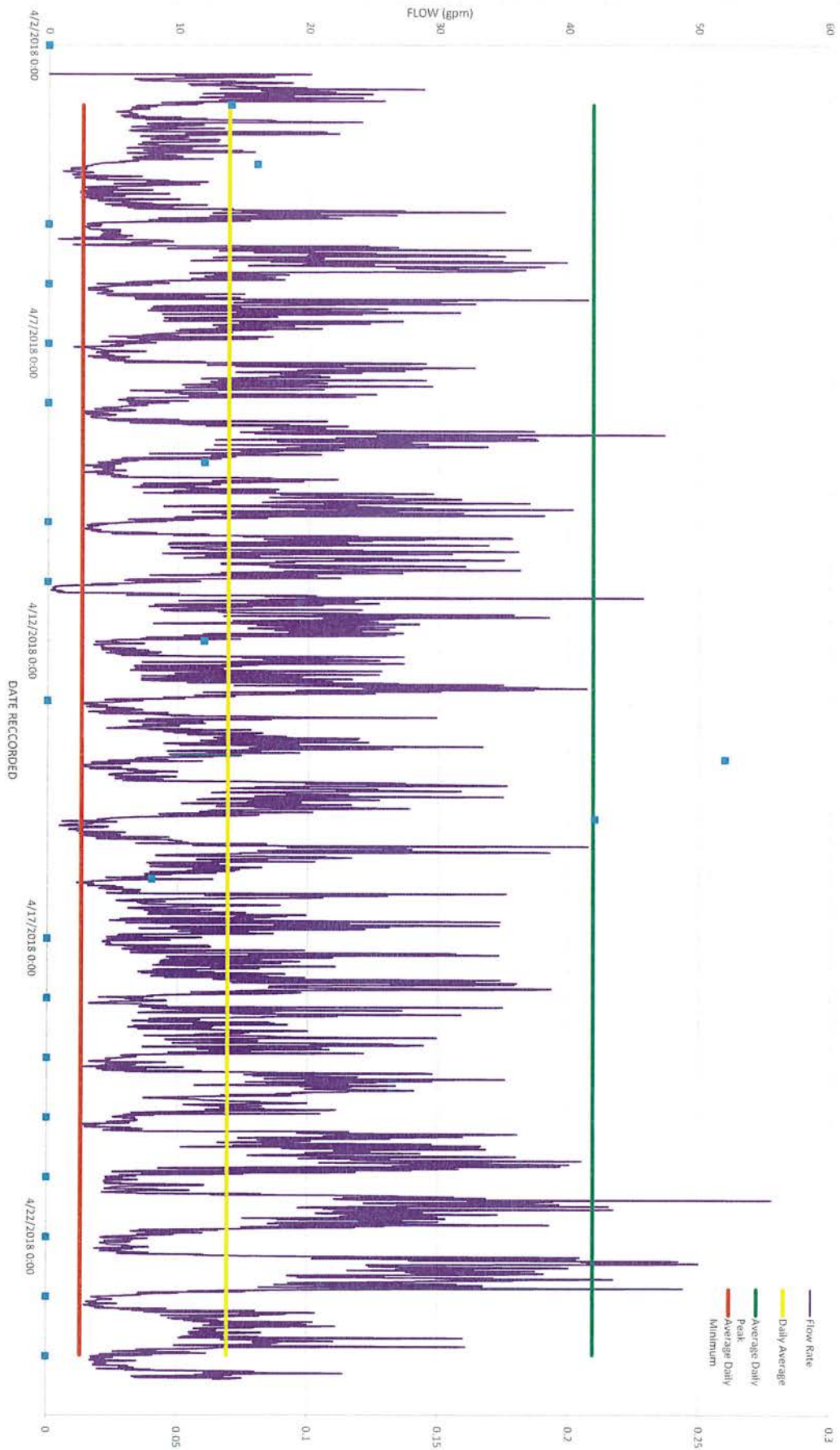


Jordan Thole, PE, CFM

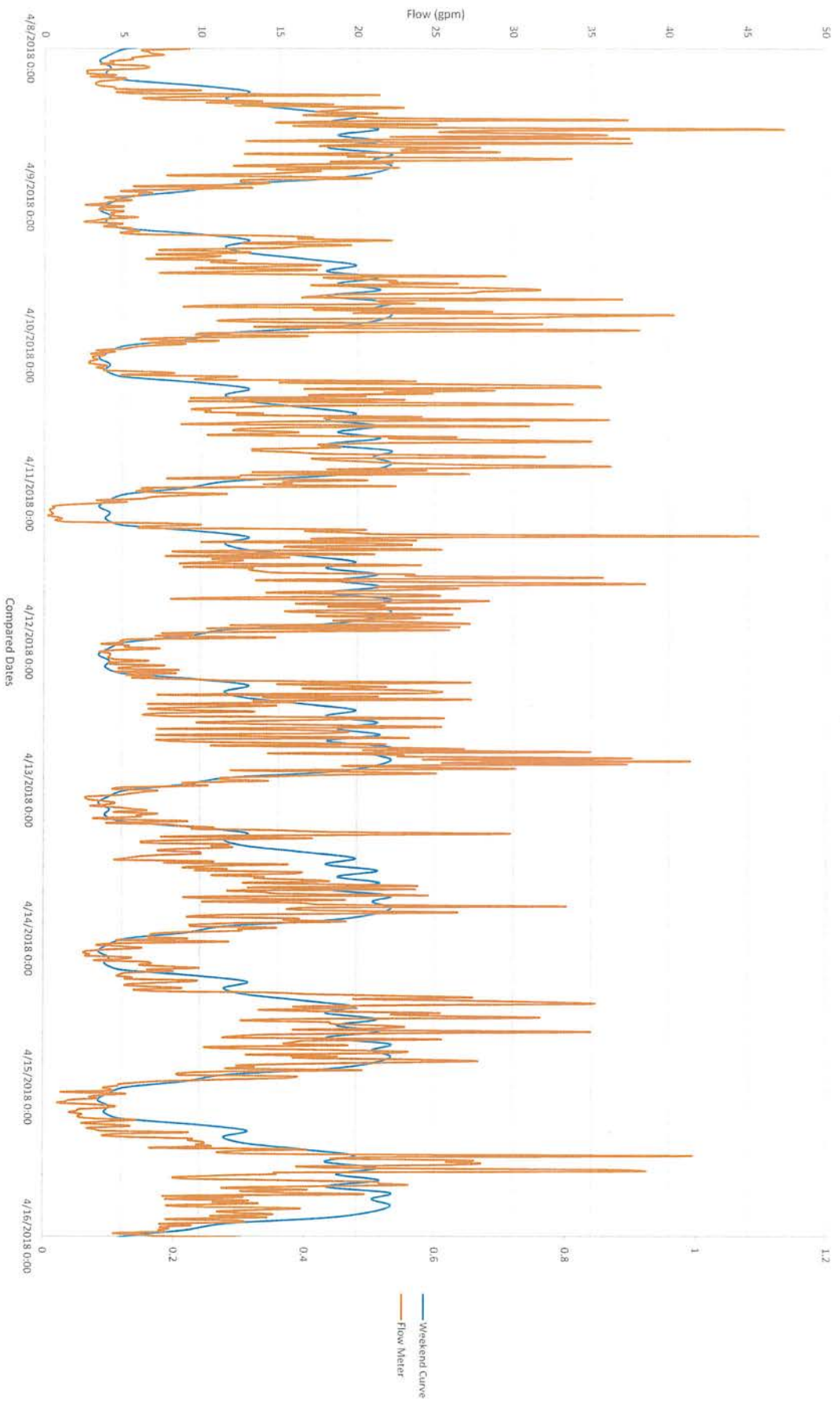
Water Resource Design Engineer



Raw Gage Data



Model Comparison



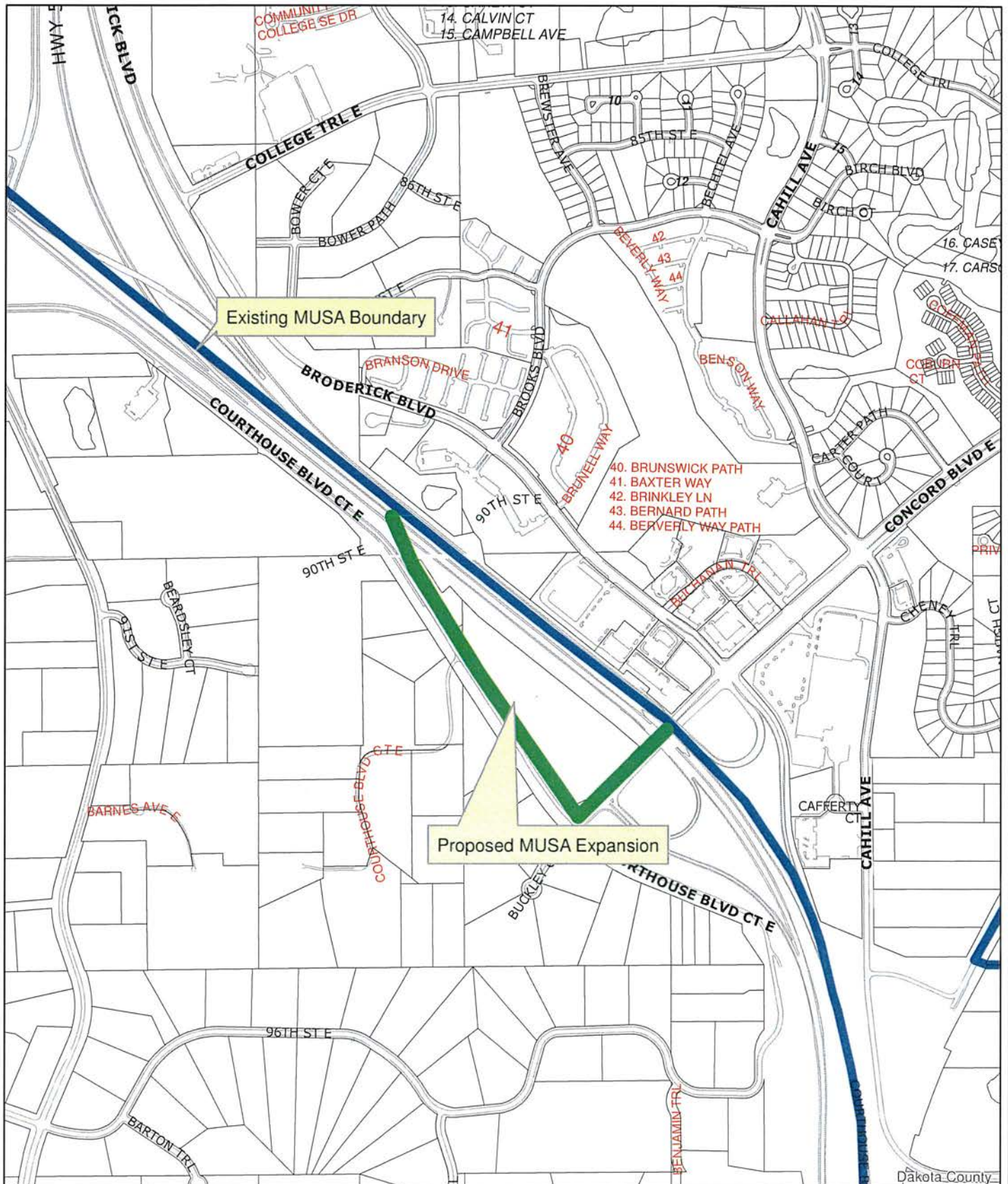
Appendix

Appendix F:

Municipal Urban Service Area Expansion



MUSA Expansion Map



Appendix

Appendix G:

Easements – Temporary and Permanent

ARBOR POINTE 11TH ADDITION

OUTLOT A

BRODERICK BLVD

LOT 1

LOT 2

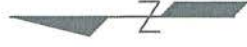
LOT 3

LOT 4

LOT 5

HWY 52 NORTH

HWY 52 SOUTH



TEMPORARY EASEMENT



N38° 35' 38"E 50.00'
N51° 28' 39"W 100.00'
POINT OF BEGINNING
S51° 28' 39"E 100.00'
N51° 40' 34"W 219.57'
S38° 35' 38"W 50.00'

SOUTHEAST CORNER
OF LOT 1, BLOCK 1



SCALE IN FEET

ARBOR POINTE 11TH ADDITION

OUTLOT A

BRIDGER BLVD

LOT 1

HWY 52 NORTH

HWY 52 SOUTH

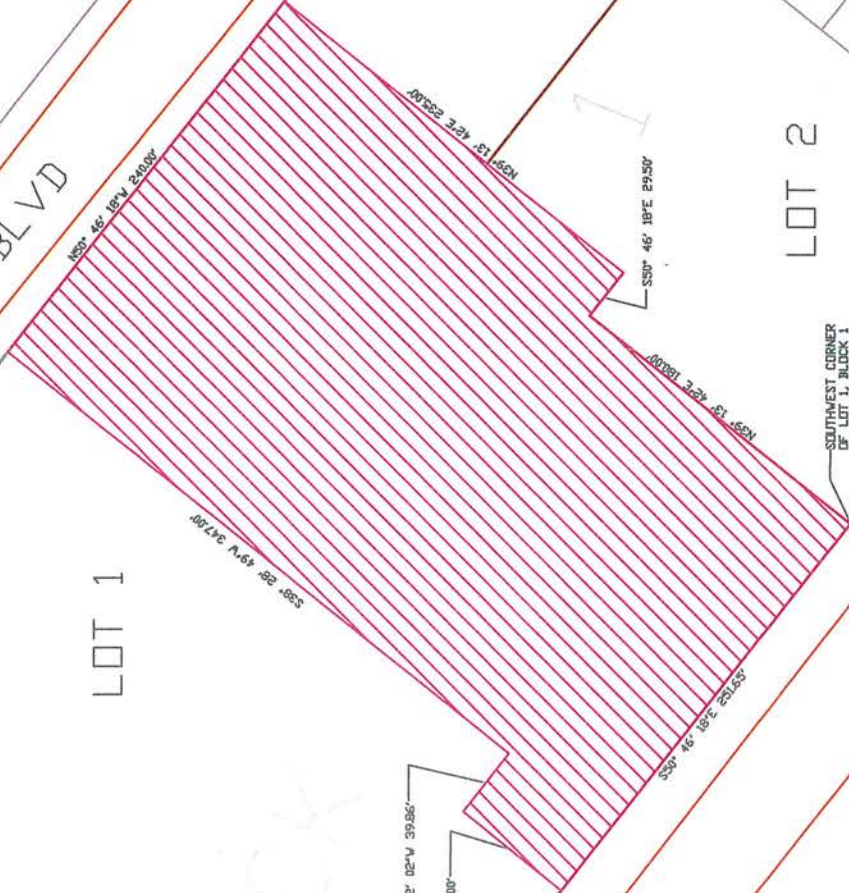
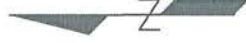
LOT 2

LOT 3

LOT 4

LOT 5

TEMPORARY EASEMENT



SOUTHWEST CORNER
OF LOT 2 BEING
POINT OF BEGINNING



SCALE IN FEET

ARBOR POINTE 11TH ADDITION

OUTLOT A

BRODERICK BLVD

LOT 1

HWY 52 NORTH

HWY 52 SOUTH

LOT 2

LOT 3

LOT 4

LOT 5

UTILITY EASEMENT



N31° 41' 59"V 40.00'

S38° 39' 23"V 415.00'
N35° 35' 22"E 415.00'

POINT OF BEGINNING

S52° 33' 45"E 40.00'

N21° 02' 29"V 53.00'

SOUTHWEST CORNER
OF LOT 1, BLOCK 1



SCALE IN FEET

**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
BRIDGET McCAULEY NASON
HAROLD LEVANDER
1910-1992
ARTHUR GILLEN
1919-2005
*ALSO ADMITTED IN WISCONSIN
◊ALSO ADMITTED IN NORTH DAKOTA
◊ALSO ADMITTED IN MASSACHUSETTS
◊ALSO ADMITTED IN OKLAHOMA

MEMO

TO: Mayor and Council Members
FROM: Timothy J. Kuntz and Kenneth J. Rohlf, City Attorneys
DATE: May 14, 2018
RE: Resolution approving a limited use permit with the State of Minnesota Department of Transportation for the placement and utilization of a public/private parking area, striped parking spaces, and curb and gutter in the right-of-way of trunk highway 3 at 65th Street.

Section 1. Background: As part of City Project 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project and City Project No. 2017-03–NWA Trunk Watermain Improvements 65th Street Loop, the City Council approved a plan to permit the retention, placement and utilization of a public private parking area, striped parking spaces, and curb and gutter (“Facilities”) in the right-of way of Trunk Highway 3. These facilities are located within the State of Minnesota right-of-way. The State of Minnesota, Department of Transportation requires a Limited Use Permit to permit the placement and utilization of these Facilities. It is necessary for the City to obtain this Limited Use Permit in order to properly construct the Project according to plan and to facilitate the settlement for the acquisition of property rights with the affected landowner, Mr. Thomas Peltier.

Recommendation: It is the recommendation of the City Engineer that the City Council approve the resolution to enter into the Limited Use Permit with the State of Minnesota, Department of Transportation to permit the placement and utilization of the Facilities in the right-of way of Trunk Highway 3 at 65th Street of the State of Minnesota. TJK

Attachments: Resolution
MnDOT Limited Use Permit

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY

RESOLUTION NO _____

CITY OF INVER GROVE HEIGHTS LIMITED USE PERMIT WITH THE STATE OF
MINNESOTA DEPARTMENT OF TRANSPORTATION FOR THE PLACEMENT AND
UTILIZATION OF A PUBLIC/PRIVATE PARKING AREA, STRIPED PARKING SPACES, AND
CURB AND GUTTER IN THE RIGHT- OF-WAY OF TRUNK HIGHWAY 3
AT 65TH STREET FOR CITY PROJECT NO. 2017-24 – T.H. 3 INTERSECTION
IMPROVEMENTS FOR THE 65TH STREET PROJECT

WHEREAS, the City of Inver Grove Heights is a political subdivision, organized and existing under the laws of the State of Minnesota; and

WHEREAS, the City Council of the City of Inver Grove Heights has approved a plan to permit the retention, placement and utilization of a a public private parking area, striped parking spaces, and curb and gutter ("Facilities") in the right-of way of Trunk Highway 3; and,

WHEREAS, the State of Minnesota, Department of Transportation requires a Limited Use Permit for the placement and utilization of the Facilities.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Inver Grove Heights hereby enters into a Limited Use Permit with the State of Minnesota, Department of Transportation for the following purposes:

To permit the placement and utilization of the Facilities in the right-of way of Trunk Highway 3 at 65th Street of the State of Minnesota. The City of Inver Grove Heights shall permit the placement and utilization of the Facilities in accordance with the Limited Use Permit granted by the Minnesota Department of Transportation.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Mayor and City Clerk are authorized to execute the Limited Use Permit and any amendments to the Permit.

Adopted by the City Council of Inver Grove Heights this 14th day of May 2018

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION**

LIMITED USE PERMIT

C.S. 1908 (T.H. 3)
County of Dakota
LUP # 1908-0088
Permittee: City of Inver Grove
Heights
Terminates: 4/26/2028

In accordance with Minnesota Statutes Section 161.434, the State of Minnesota, through its Commissioner of Transportation, ("MnDOT"), hereby grants a Limited Use Permit (the "LUP") to City of Inver Grove Heights, ("Permittee"), to use the area within the right of way of Trunk Highway No. 3 as shown in red on **Exhibit A**, (the "Area") attached hereto and incorporated herein by reference. This Limited Use Permit is executed by the Permittee pursuant to resolution, a certified copy of which is attached hereto as **Exhibit B**.

Parking Area and Curb and Gutter

The Permittee's use of the area is limited to only the placement and utilization of a public private parking area, striped parking spaces, and curb and gutter that have been previously constructed within the Area ("Facility") and the use thereof may be further limited by 23 C.F.R. 652 also published as the Federal Aid Policy Guide.

In addition, the following special provisions shall apply:

SPECIAL PROVISIONS

1. **TERM.** This Permit terminates and the Facility shall be removed by the Permittee on the earlier of: the adjacent parcel as cross hatched on Exhibit A is acquired by the Permittee or, on 11:59PM on 4/26/2028 ("Expiration Date") subject to the right of cancellation by MnDOT, with or without cause, by giving the Permittee ninety (90) days written notice of such cancellation. Prior to expiration of the term of this LUP, Permittee may request an extension of the term of this LUP, however, extension of this LUP may not be granted.

Permittee hereby voluntarily releases and waives any and all claims and causes of action for damages, costs, expenses, losses, fees and compensation arising from or related to any cancellation or termination of this LUP by MnDOT. Permittee agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees and compensation based upon

the existence, cancellation or termination of the LUP. Permittee agrees not to sue or institute any legal action against MnDOT based upon any of the claims released in this paragraph.

2. REMOVAL. Upon the Expiration Date or earlier termination, at the Permittee's sole cost and expense Permittee will:
 - (a) Remove the Facility and restore the Area to a condition satisfactory to the MnDOT District Engineer; and
 - (b) Surrender possession of the Area to MnDOT.

If, without MnDOT's written consent, Permittee continues to occupy the Area after the Expiration Date or earlier termination, Permittee will remain subject to all conditions, provisions, and obligations of this LUP, and further, Permittee will pay all costs and expenses, including attorney's fees, in any action brought by MnDOT to remove the Facility and the Permittee from the Area.

3. CONSTRUCTION. The construction, maintenance, and supervision of the Facility shall be at no cost or expense to MnDOT. Before construction of any kind, the plans for such construction shall be approved in writing by the MnDOT's District Engineer. Approval in writing from MnDOT District Engineer shall be required for any changes from the approved plan. The Permittee will construct or retain the Facility at the location shown in the attached Exhibit "A", and in accordance with MnDOT-approved plans and specifications. Further, Permittee will construct or retain the Facility using construction procedures compatible with the safe and efficient operation of the highway. Upon completion of the construction of the Facility, the Permittee shall restore all disturbed slopes and ditches in such manner that drainage, erosion control and aesthetics are perpetuated.

The Permittee shall preserve and protect all utilities located on the lands covered by this LUP at no expense to MnDOT and it shall be the responsibility of the Permittee to call the Gopher State One Call System at 1-800-252-1166 at least 48 hours prior to performing any excavation. Any crossings of the Facility over the trunk highway shall be perpendicular to the centerline of the highway and shall provide and ensure reasonable and adequate stopping sight distance.

4. MAINTENANCE. Any and all maintenance of the Facility shall be provided by the Permittee at its sole cost and expense, including, but not limited to, plowing and removal of snow and installation and removal of regulatory signs. No signs shall be placed on any MnDOT or other governmental agency sign post within the Area. MnDOT will not mark obstacles for users on trunk highway right of way.
5. USE. Other than as identified and approved by MnDOT, no other Facilities, permanent structures or advertising devices in any manner, form or size shall be allowed on the Area. No commercial activities shall be allowed to operate upon the Area.

Any use permitted by this LUP shall remain subordinate to the right of MnDOT to use the property for highway and transportation purposes. This LUP does not grant any interest whatsoever in land, nor does it establish a permanent park, recreation area or wildlife or waterfowl refuge Facility that would become subject to Section 4 (f) of the Federal-Aid Highway Act of 1968, nor does this permit establish a Bikeway or Pedestrian way which would require replacement pursuant to Minnesota Statutes Section 160.264. No rights to relocation benefits are established by this LUP.

This LUP is non-exclusive and is granted subject to the rights of others, including, but not limited to public utilities which may occupy the Area.

6. **APPLICABLE LAWS.** This LUP does not release the Permittee from any liability or obligation imposed by federal law, Minnesota Statutes, local ordinances, or other agency regulations relating thereto and any necessary permits relating thereto shall be applied for and obtained by the Permittee.

Permittee at its sole cost and expense, agrees to comply with, and provide and maintain the Area, Facilities in compliance with all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivision having jurisdiction and authority in connection with said Area including the Americans with Disabilities Act ("ADA"). If the Area and Facilities are not in compliance with the ADA or other applicable laws MnDOT may enter the Area and perform such obligation without liability to Permittee for any loss or damage to Permittee thereby incurred, and Permittee shall reimburse MnDOT for the cost thereof, plus 10% of such cost for overhead and supervision within 30 days of receipt of MnDOT's invoice.

7. **CIVIL RIGHTS.** The Permittee for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Property described in this Limited Use Permit for a purpose for which a MnDOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Permittee will maintain and operate such improvements and services in compliance with all requirements imposed by the Acts and Regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, Federal Highway Administration, (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, disability, income-level, or limited English proficiency will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said improvements.
8. **SAFETY.** MnDOT shall retain the right to limit and/or restrict any activity, including the parking of vehicles and assemblage of Facility users, on the highway right of way over which this LUP is granted, so as to maintain the safety of both the motoring public and Facility users.
9. **ASSIGNMENT.** No assignment of this LUP is allowed.

10. IN WRITING. Except for those which are set forth in this LUP, no representations, warranties, or agreements have been made by MnDOT or Permittee to one another with respect to this LUP.
11. ENVIRONMENTAL. The Permittee shall not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's right of way. In the event of spillage of regulated materials, the Permittee shall notify in writing MnDOT's District Engineer and shall provide for cleanup of the spilled material and of materials contaminated by the spillage in accordance with all applicable federal, state and local laws and regulations, at the sole expense of the Permittee.
12. MECHANIC'S LIENS. The Permittee (for itself, its contractors, subcontractors, its materialmen, and all other persons acting for, through or under it or any of them), covenants that no laborers', mechanics', or materialmen's liens or other liens or claims of any kind whatsoever shall be filed or maintained by it or by any subcontractor, materialmen or other person or persons acting for, through or under it or any of them against the work and/or against said lands, for or on account of any work done or materials furnished by it or any of them under any agreement or any amendment or supplement thereto.
13. NOTICES. All notices which may be given, by either party to the other, will be deemed to have been fully given when served personally on MnDOT or Permittee or when made in writing addressed as follows:

to Permittee at:

Mayor
City Hall
8150 Barbara Ave
Inver Grove Heights, MN 55077

and to MnDOT at:

State of Minnesota
Department of Transportation
Metro District Right of Way
1500 W. County Road B2
Roseville, MN 55113

The address to which notices are mailed may be changed by written notice given by either party to the other.

14. INDEMNITY. Permittee shall defend, indemnify, hold harmless and release the State of Minnesota, its Commissioner of Transportation and employees and its successors and assigns, from and against:
 - (a) all claims, demands, and causes of action for injury to or death of persons or loss of or damage to property (including Permittee's property) occurring on the Facility or connected with Permittee's use and occupancy of the Area, regardless of whether such injury, death, loss or damage is caused in part by the negligence of State of Minnesota or is deemed to be the responsibility of State of Minnesota because of its failure to supervise, inspect or control the operations of Permittee or otherwise discover or prevent actions or operations of Permittee giving rise to liability to any person.

(b) claims arising or resulting from the temporary or permanent termination of Facility user rights on any portion of highway right of way over which this LUP is granted;

(c) all claims, including third-party claims, arising from the temporary or permanent termination of this LUP;

(d) claims resulting from temporary or permanent changes in drainage patterns resulting in flood damages;

(e) any laborers', mechanics', or materialmens' liens or other liens or claims of any kind whatsoever filed or maintained for or on account of any work done or materials furnished; and

(f) any damages, testing costs and clean-up costs arising from spillage of regulated materials attributable to the construction, maintenance or operation of the Facility.

MINNESOTA DEPARTMENT
OF TRANSPORTATION

RECOMMENDED FOR APPROVAL

By: _____
District Engineer

Date _____

CITY OF INVER GROVE HEIGHTS

By _____
Its _____

And _____

Its _____

APPROVED BY:

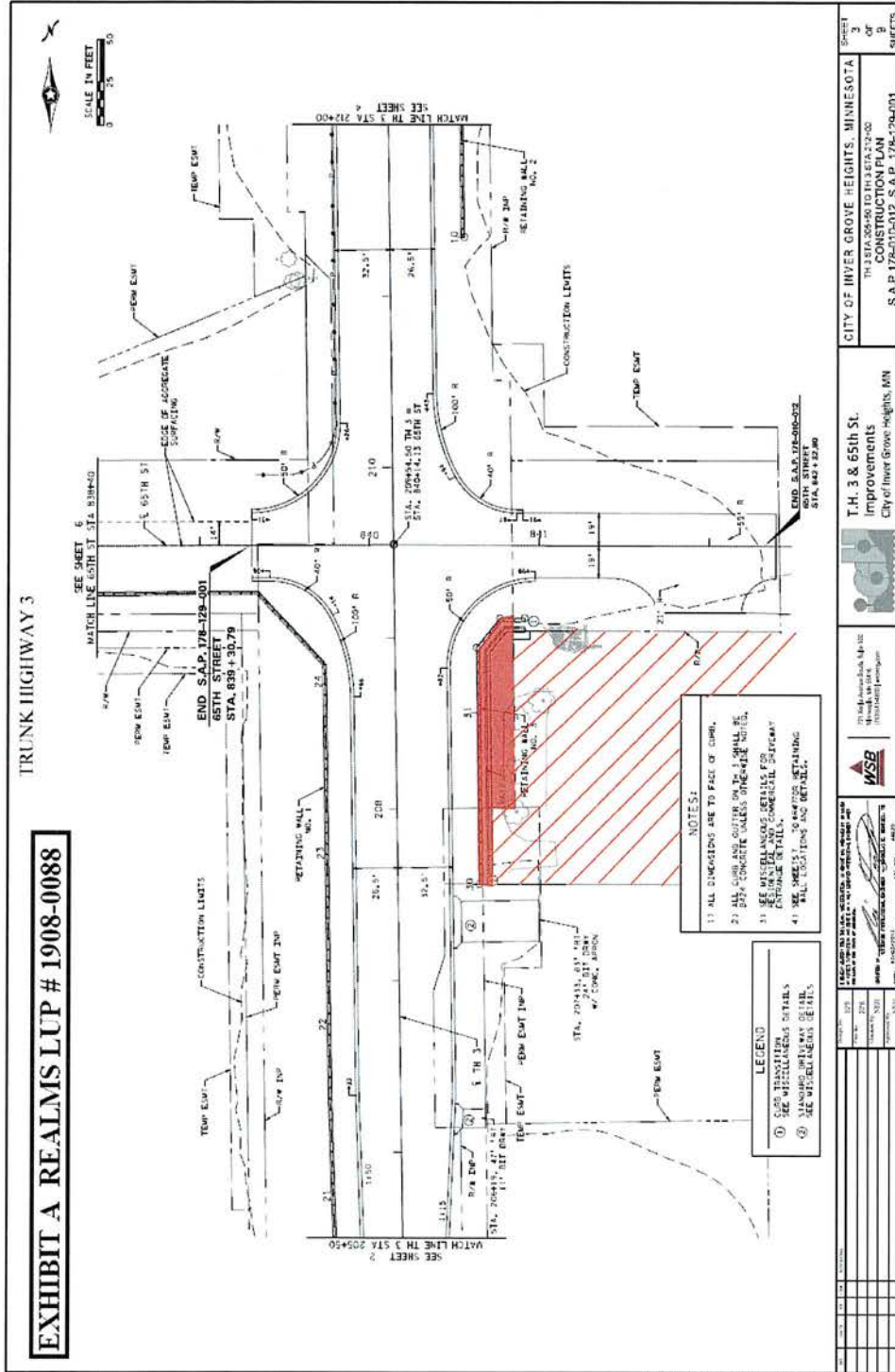
COMMISSIONER OF TRANSPORTATION

By: _____
Acting Director, Office of Land Management

Date _____

The Commissioner of Transportation
by the execution of this permit
certifies that this permit is
necessary in the public interest
and that the use intended is for
public purposes.

EXHIBIT A
MN-DOT PERMIT AREA



**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
BRIDGET McCauley NASON

HAROLD LEVANDER
1910-1992

ARTHUR GILLEN
1919-2005

*ALSO ADMITTED IN WISCONSIN
*ALSO ADMITTED IN NORTH DAKOTA
◊ALSO ADMITTED IN MASSACHUSETTS
◻ALSO ADMITTED IN OKLAHOMA

MEMO

TO: Mayor and Council Members
FROM: Timothy J. Kuntz and Kenneth J. Rohlf, City Attorneys
DATE: May 14, 2018
RE: Approval of a negotiated settlement agreement between Thomas L. Peltier and the City of Inver Grove Heights related to the acquisition of easements for the Trunk Highway 3 Intersection Improvements for the 65th Street Project – City Project No. 2014-24 and for the installation of trunk watermain in the NWA Area of the City on 65th Street between Trunk Highway 3 and Blackstone Ridge – City Project No. 2017-03

Section 1. Background: On November 13, 2017, the City Council adopted Resolution No. 17-217 ordering City Project 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project and Resolution No. 17-218 ordering City Project No. 2017-03 – NWA Trunk Watermain Improvements 65th Street Loop (Phase 3 of 2015-12) to Blackstone Ridge and authorizing the City Attorney to complete the easement or right-of-way acquisition by negotiation with the Property owners.

To facilitate the Project, the City must acquire the following Property Rights/Easements prior to the construction of the Project: Thomas L. Peltier (hereafter “Landowner”): Street, Highway, Public Way and Utility and Drainage Easement, Utility, Drainage and Retaining Wall Easement, Temporary Construction Easement, Encroachment Agreement, Right of Entry and a Quit Claim Deed for Access Purposes (hereafter “Property Rights/Easements”).

Evergreen Land Services, Inc., the City’s right-of-way acquisition agent for the Project, met with the Landowner regarding a possible resolution for the acquisition of the requested Property Rights/Easements to facilitate the construction of the Project Improvements. The City’s appraisal completed by Sean P. Butts for the Landowner Property Rights/Easements acquisitions was \$86,000.00.

Thomas L. Peltier has agreed to grant the Property Rights/Easements requested in exchange for the payment from the City in the amount of \$91,000.00. In addition, the City will provide other in-kind benefits to the Landowner as more fully detailed in the Settlement Agreement that is attached to this Memorandum.

To fully resolve the acquisition of the necessary property rights/easements from the Landowner, the City's Property Acquisition Team believes that an increase of \$5,000.00 over the City's appraisal of damages in the amount of \$86,000.00 is justified for the following reasons:

1. Settlement at this time will not only potentially avoid a lengthy eminent domain case, it will also save all professional fees (attorney, appraiser, acquisition agent, engineer, etc.) related thereto.
2. Acquisition of the property rights/easements from the Landowner will permit the construction of the Project to occur in a timely fashion.
3. In this case, Minnesota law provides for the reimbursement to the Landowner of up to \$5,000.00 to enable the landowner to get an independent appraisal of damages to his property due to the acquisition of the property rights/easements. The Landowner is willing to forego this right to get an independent appraisal of damages in this case.

Metzen Realty has reviewed the appraisal completed by Sean Butts. In addition, Metzen Realty has reviewed the valuation factors as herein stated. In Metzen Realty's opinion, the settlement amount is reasonable.

Recommendation:

In light of all relevant facts concerning the Peltier Property and in consideration of the value to the City of resolving this matter, the City's Property Acquisition Team¹ recommends that the City Council ratify the negotiated Settlement Agreement reached between the City and Thomas L. Peltier for \$91,000.00 in damages associated with the acquisition of the Property Right/Easement and authorize payment for the same upon the City's receipt of the following documents from the Landowner:

1. Settlement Agreement; and
2. Street, Highway, Public Way and Utility and Drainage Easement; and
3. Utility, Drainage and Retaining Wall Easement; and
4. Temporary Construction Easement; and
5. Encroachment Agreement;
6. Right of Entry and
7. Quit Claim Deed for Access Purposes.

¹ The City's Property Acquisition Team is comprised of City Staff, the Office of the City Attorney, Evergreen Land Services, Sean Butts (Appraiser) and Metzen Appraisals.

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

RESOLUTION NO. 18-_____

**A RESOLUTION APPROVING THE NEGOTIATED SETTLEMENT BETWEEN
THOMAS L. PELTIER AND THE CITY OF INVER GROVE HEIGHTS RELATED TO
THE ACQUISITION OF EASEMENTS TRUNK HIGHWAY 3 INTERSECTION
IMPROVEMENTS FOR THE 65TH STREET PROJECT - CITY PROJECT
NO. 2017-24 AND FOR THE INSTALLATION OF TRUNK WATERMAIN IN THE
NWA AREA OF THE CITY ON 65TH STREET BETWEEN TRUNK HIGHWAY 3 AND
BLACKSTONE RIDGE – CITY PROJECT NO. 2017-03**

WHEREAS, on November 13, 2017, the City Council adopted Resolution No. 17-217 ordering City Project 2017-24–T.H. 3 Intersection Improvements for the 65th Street Project and Resolution No. 17-218 ordering City Project No. 2017-03–NWA Trunk Watermain Improvements 65th Street Loop (Phase 3 of 2015-12) to Blackstone Ridge and authorizing the City Attorney to complete the easement or right-of-way acquisition by negotiation with the Property owners.

WHEREAS, to facilitate the Project, the City must acquire the following Property Rights/Easements prior to the construction of the Project: Thomas L. Peltier (hereafter “Landowner”): Street, Highway, Public Way and Utility and Drainage Easement, Utility, Drainage and Retaining Wall Easement, Temporary Construction Easement, Encroachment Agreement, Right of Entry and a Quit Claim Deed for Access Purposes (hereafter “Property Rights/Easements”).

WHEREAS, Evergreen Land Services, Inc., the City’s right-of-way acquisition agent for the Project, met with the Landowner regarding a possible resolution for the acquisition of the requested Property Rights/Easements to facilitate the construction of the Project Improvements.

WHEREAS, the City’s appraisal completed by Sean P. Butts for the Landowner property rights/easement acquisition was \$86,000.00.

WHEREAS, the City, through its consultant, Evergreen Land Services, Inc., was able to negotiate the direct purchase of the proposed property rights/easements affecting property owned by Thomas L. Peltier for the monetary sum of \$91,000.00.

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

1. The City ratifies and approves the negotiated Settlement Agreement reached between the City and the Landowner for \$91,000.00 in damages and other in-kind benefits associated with the acquisition and direct purchase of the Property Rights/Easements

and authorizes payment and completion of the same to the Landowner upon the City's receipt of the Street, Highway, Public Way and Utility and Drainage Easement, Utility, Drainage and Retaining Wall Easement, Temporary Construction Easement, Encroachment Agreement, Right of Entry and Quit Claim Deed for Access Purposes from the Landowner, Thomas L. Peltier.

Passed this 14th day of May, 2018.

George Tourville, Mayor

Attest:

Michelle Tesser, City Clerk

SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement Agreement") is made, granted and conveyed this 23 day of MARCH, 2018, between Thomas L. Peltier, a single person, hereinafter referred to as the "Landowner" and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City".

RECITALS

WHEREAS, Landowner is the owner of real property located in Dakota County, Minnesota and legally described as:

The North 198 feet of the North Half of the West Half of the Southwest Quarter of Section 5, Township 27, Range 22, Subject to Highway easement over the westerly 70 feet, Dakota County, Minnesota.

Abstract Property

(hereafter referred to as the "Subject Property").

WHEREAS, as part of City Project No. 2017-24 (T.H. 3 Intersection Improvements for the 65th Street Project) and City Project No. 2017-03 (NWA Trunk Watermain Improvements 65th Street Loop (Phase 3 of 2015-12) to Blackstone Ridge) (the "Project"), the City purchased a Street, Highway, Public Way and Utility and Drainage Easement, Utility, Drainage and Retaining Wall Easement, Temporary Construction Easement, Encroachment Agreement, Right of Entry and a Quit Claim Deed for Access Purposes (hereafter "Property Rights/Easements") from Landowner pursuant to a negotiated settlement as set forth herein.

WHEREAS, as part of the Project, the City, through its contractors, will perform construction work in the City's easement(s), on the Subject Property.

WHEREAS, City and Landowner have reached a settlement with respect to the acquisition of the property rights/easement(s) from Landowner.

WHEREAS, the terms and conditions of the settlement between the parties are set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Landowner agree and stipulate to the following:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein by this reference as if fully set forth herein, and shall constitute an expression of the intent of the parties and aid in the construction of this Settlement Agreement.

2. **Settlement Amount and performance of other in-kind benefits.** In full and final settlement of all issues related to the Project, upon receipt of properly executed Property Rights/Easements documents from the Landowner, the City agrees to pay the Landowner the sum of \$91,000.00 (“Settlement Amount”) and perform the following in-kind benefits:

- a. In order for the City to better transition the new driveway entrance, commensurate with the execution of this Settlement Agreement, the Landowner shall grant the City a Right-of-Entry until December 30, 2021 over the northerly seventy-five feet (75’) of the Subject Property as shown on Exhibit A, attached hereto and incorporated herein by reference;
- b. The City would modify its grading plan on the east end of 65th Street extension to remove trees and to rough grade and bring up to subgrade an area to allow the addition of 5 parking stalls along the existing drive to the east. Several Existing stalls would remain. Any impacts from grading would be mitigated by the City at the City’s cost, such as restoring the driveway pavement disturbed, removing trees within the City easement area and setting grades on the new parking stalls.
- c. The City would issue a fence permit to the Landowner at no permit expense. The Landowner would be responsible for installing the new gate over the 55’ wide driveway from 65th, along with any additional fencing. The fencing will be permitted to be placed on the right-of-way line.
- d. A mailbox and gate activation equipment shall be permitted on the stubbed 65th Street ROW, near the new driveway access point.
- e. The City, at the City’s cost, shall remove the exiting trees along the west side of the Landowner’s building, if desired by the Landowner, and provided such tree removal occurs within the project schedule.
- f. Access shall be provided to the door at the southwest corner of the Landowner’s building and the pavement located there shall be retained after completion of the Project.
- g. The City shall install landscape rock along the top of the proposed retaining wall. This landscape rock will cover the gap between the wall and the existing pavement along the west side of the building.
- h. The Landowner has expressed interest in some site improvements along the future 65th Street alignment that would improve semi-truck access to the loading area on the Property and the possible construction of a driveway five feet south of the 65th Street South right-of-way. All improvements contemplated in this paragraph would require the Landowner to follow all City requirements, including the preparation of plans and specifications and the submittal of a site plan for review per city requirements, and would be completed at the Landowner’s expense.

- i. All terms of the Minnesota Department of Transportation Limited Use Permit will apply.
- j. **Exhibit B**, attached hereto and incorporated herein by reference depicts some of the items set forth in this Paragraph 2.

3. **Release of Claims by the Landowner.** In consideration for the Settlement Amount, the Landowner, and his successors and assigns hereby fully, finally, and forever releases and discharges the City and its present and past elected officials, officers, representatives, employees, servants, contractors agents, attorneys, successors, and assigns from any and all claims, controversies, causes of action, actions, liens, lawsuits, judgments, liabilities, losses, debts, damages, costs, demands, and other obligations, including attorneys' fees and costs, of any nature, known or unknown, asserted or unasserted, in law or in equity, that the Landowner now may have, ever has had, or in the future may have against the City in connection with, arising out of, or in any way related to the Project.

4. **Entire Agreement, Modification, Waiver, and Severability.** This Settlement Agreement constitutes the entire agreement between the parties, and fully supersedes any and all prior or contemporaneous understandings, representations, warranties and agreements made by the parties hereto or their representatives pertaining to the subject matter hereof. No modifications of this Settlement Agreement shall be binding unless set forth in writing and signed by all of the parties hereto. If any provision of this Settlement Agreement is determined to be invalid or unenforceable, then, to the fullest extent possible, such clause or provision shall be deleted, and all of the remaining provisions of this Settlement Agreement shall remain in full force and effect.

5. **Duration and Binding Effect.** This Settlement Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, assigns, agents, servants, employees, members, managers, governors, elected officials, contractors, officers, representatives, attorneys, predecessors and all affiliated companies, entities, divisions, subsidiaries, parent companies, sister companies, partners, joint ventures and corporations, and all parties who may claim under a party to this Settlement Agreement.

6. **Governing Law.** This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any suits or actions by any party regarding its validity, interpretation, or enforcement shall be venued in the Dakota County District Court, State of Minnesota. Dakota County District Court shall maintain jurisdiction over the enforcement of this Settlement Agreement.

7. **No Admission.** Nothing in this Settlement Agreement is intended to be deemed, nor should be deemed, an admission of liability or the validity of any debts, allegations, or claims by any of the parties. This Settlement Agreement is prepared and entered into for the purposes of settlement only and will have no evidentiary value except in the event of a breach hereof.

8. **Execution of Additional Documents.** Each of the parties agrees to execute and deliver to the other party, as requested, any additional documents and/or instruments that may reasonably be determined as necessary to consummate this transaction.

9. **Authorized Execution.** Each person executing this Settlement Agreement represents that he or she has been duly authorized to execute this Settlement Agreement and bind the party on whose behalf he or she has executed this Settlement Agreement to its terms.

10. **Acknowledgment, Knowing and Voluntary.** Each of the undersigned parties has read this Settlement Agreement, knows its contents, and signs it as a free and voluntary act, having had an adequate opportunity to consider its terms and conditions. The parties hereby affirm and acknowledge that they have read this Settlement Agreement and have been advised to consult with an attorney prior to signing this Settlement Agreement.

11. **Reliance.** The parties represent to each other that no promise or inducement has been offered or made except as contained in this Settlement Agreement and that no statement or representation has been made by anyone except as contained in this Settlement Agreement.

12. **Disclosure.** The parties represent to each other that they have been fully informed and understand the terms and provisions of this Settlement Agreement. The parties also represent to each other that the facts have been investigated and the law researched to their satisfaction regarding the facts and law applicable to the matters and releases contained herein. The parties further represent to each other that they are satisfied with the terms and provisions of this Settlement Agreement.

13. **No Presumption Against Drafting Party.** The parties to this Settlement Agreement acknowledge that: (a) this Settlement Agreement and its reduction to final written form is the result of extensive good-faith negotiations among the parties through themselves and/or their respective legal counsel; (b) said parties and/or their legal counsel have carefully reviewed and examined this Settlement Agreement prior to execution; and (c) any statute, common law, or rule of construction which provides that ambiguities are to be resolved against the drafting party(ies) shall not be employed in the interpretation of this Settlement Agreement.

14. **Obligations.** The parties represent to each other that each will perform all duties and obligations of this Settlement Agreement and shall comply with every term and provision of this Settlement Agreement.

15. **Attorneys' Fees.** If either party breaches any terms of this Settlement Agreement, the prevailing party in such litigation shall be entitled to its reasonable attorneys' fees and expenses incurred in enforcing this Agreement, in addition to any other remedies to which the prevailing party is entitled.

16. **Counterparts.** This Settlement Agreement may be executed in any number of counterparts, each of which, when so executed shall be deemed to be an original and the counterparts shall together constitute one and the same agreement.

17. **Waiver.** No waiver of any provision of this Settlement Agreement shall be binding unless it is in writing and executed by the parties hereto. No waiver of any of the provisions of this Settlement Agreement shall be deemed to be or shall constitute a waiver of any other provision of this Settlement Agreement. The waiver by any party hereto of a breach of any provision of this Settlement Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed this Settlement Agreement on the date set forth below.

CITY OF INVER GROVE HEIGHTS

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

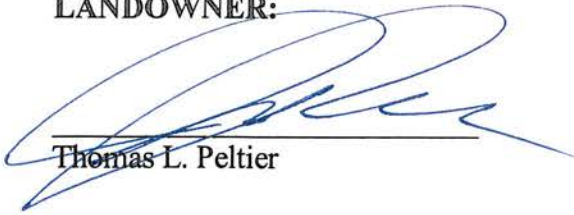
On this ____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

[Remainder of Page Intentionally Left Blank]

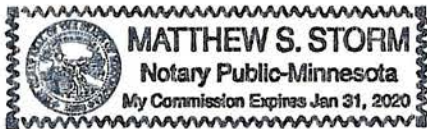
[Signature page of Thomas L. Peltier]

LANDOWNER:


Thomas L. Peltier

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this 23 day of MARCH, 2018, by **Thomas L. Peltier**, a single person, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.




Notary Public

3/19/2018 2:20 PM K:\01702-290\Survey\Easement\Parcel 6.dwg



EXHIBIT B

DEPICTION OF IN-KIND BENEFITS



**PERMANENT PUBLIC STREET, ROADWAY, HIGHWAY AND/OR
RIGHT-OF-WAY EASEMENT AND UTILITY AND DRAINAGE EASEMENT**

THIS EASEMENT is made, granted and conveyed this 23 day of MARCH, 2018 by and between **Thomas L. Peltier**, a single person, (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 "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 them 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 public street, roadway, highway and/or right-of-way purposes; 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 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 public street, roadway, highway and/or right-of-way, sanitary sewer, storm sewer, water mains, storm water facilities, above ground and below ground drainage facilities, any utilities, underground pipes, conduits, culverts, 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 public street, roadway, highway and/or right-of-way, sanitary sewer, storm sewer, water mains, storm water facilities, above ground and

below ground 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 utility pipes, conduits, mains and above ground and below ground drainage facilities 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 or their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

The Landowner, for himself and his successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that he is well seized in fee of the Landowner's Property described on Exhibit A and the Permanent Easement Area described on Exhibit B and has good right to grant and convey the Permanent Easement herein to the City.

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

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

By: _____
George Tourville, Mayor

ATTEST:

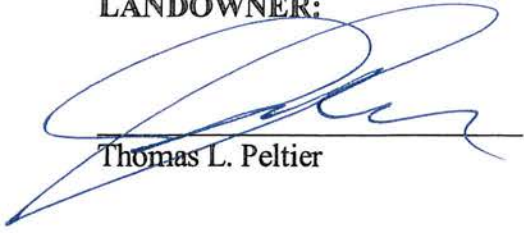
Michelle Tesser, City Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:


Thomas L. Peltier

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this 23 day of MARCH, 2018, by **Thomas L. Peltier**, a single person, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.




Notary Public

This instrument was drafted by:
Timothy J. Kuntz, #58993
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, #58993
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

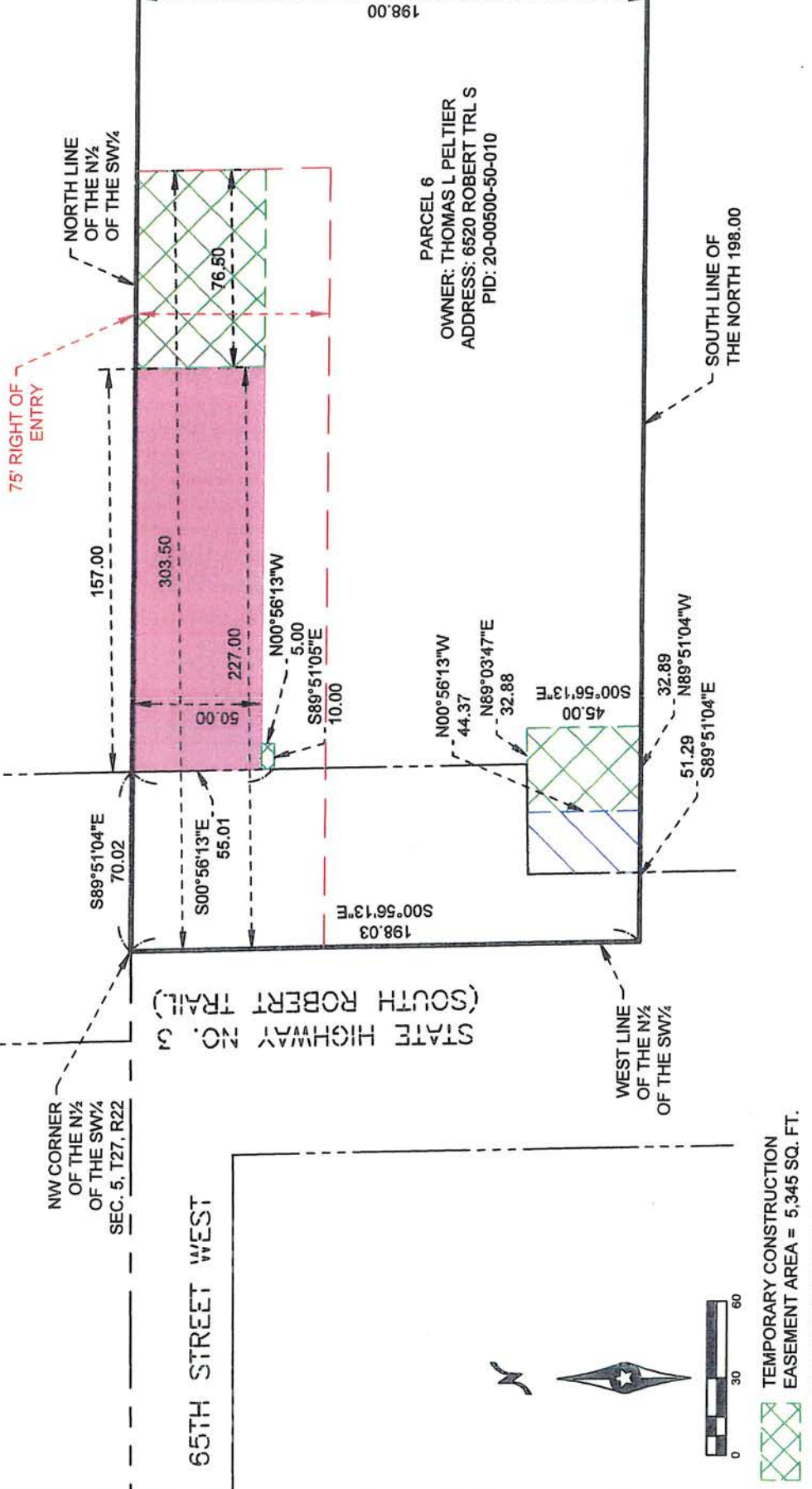
EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

The North 198 feet of the North Half of the West Half of the Southwest Quarter of Section 5, Township 27, Range 22, Subject to Highway easement over the westerly 70 feet, Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

A permanent easement for public street, roadway, highway and/or right-of-way purposes; utility and drainage purposes; and all such purposes ancillary, incident or related thereto, over, under, across, through and upon that portion of the Landowner's Property being described as the North 50.00 feet of the East 157.00 feet of the West 227.00 feet of the North Half of the West Half of the Southwest Quarter, Section 5, Township 27, Range 22, Dakota County, Minnesota.



Prepared by:



State Hwy No. 3 (South Robert Trail)
Easement Exhibit
Parcel 6
6520 Robert Trail South
City of Inver Grove Heights, Minnesota

WSB Project No. 01702-290

Date: 3/19/2018



PERMANENT UTILITY, DRAINAGE AND RETAINING WALL EASEMENT

THIS PERMANENT UTILITY AND DRAINAGE EASEMENT ("Easement") is made, granted and conveyed this 23 day of MARCH, 2018, by and between by and between **Thomas L. Peltier**, a single person, (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 "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 them 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, drainage and retaining wall purposes and all such purposes ancillary, incident or related thereto (hereinafter "**Permanent Easement**") over, under, across, through and upon that real property legally described 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, (i) the construction, maintenance, repair and replacement of any sanitary sewer, storm sewer, water mains, storm water facilities, above ground and below ground drainage facilities, any utilities, underground pipes, conduits, culverts, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area, and (ii) the construction, maintenance, repair and replacement of any retaining wall structure, retaining wall foundation, retaining wall anchors, retaining wall fencing, retaining wall drainage collection appurtenances, retaining wall drainage piping, and retaining wall drainage discharge appurtenances lying within 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 (i) construction, maintenance, repair and replacement of any sanitary sewer, storm sewer, water mains, storm water facilities, above ground and below ground drainage facilities any utilities, underground pipes, conduits, culverts, other utilities, mains and all facilities and improvements ancillary, incident or related thereto, and (ii) construction, maintenance, repair and replacement of any retaining wall structure, retaining wall foundation, retaining wall anchors, retaining wall fencing, retaining wall drainage collection appurtenances, retaining wall drainage piping, and retaining wall drainage discharge appurtenances and other retaining wall 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 maintain the Permanent Easement Area, any City improvements and any retaining wall structure, retaining wall foundation, retaining wall anchors, retaining wall fencing, retaining wall drainage collection appurtenances, retaining wall drainage piping, and retaining wall drainage discharge appurtenances lying within the Permanent Easement Area; and
- d.) to remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the utility pipes, conduits, mains and above ground and below ground drainage facilities and to deposit earthen material in and upon the Permanent Easement Area; and
- e.) 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 or his 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 on Exhibit B and they have good right to grant and convey the Permanent Easement herein to the City.

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

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

By: _____
George Tourville, Mayor

ATTEST:

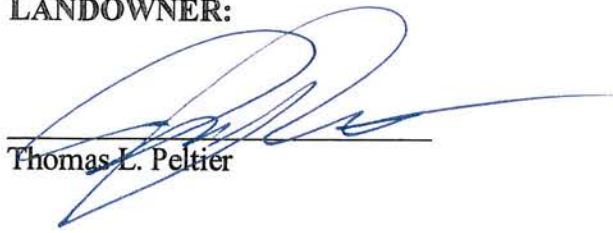
Michelle Tesser, City Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

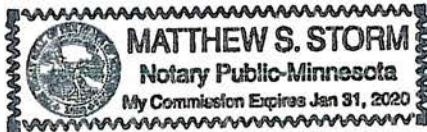
Notary Public

LANDOWNER:


Thomas L. Peltier

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 23 day of MARCH, 2018, by **Thomas L. Peltier**, a single person, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.




Notary Public

This instrument was drafted by:
Timothy J. Kuntz, #58993
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, #58993
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

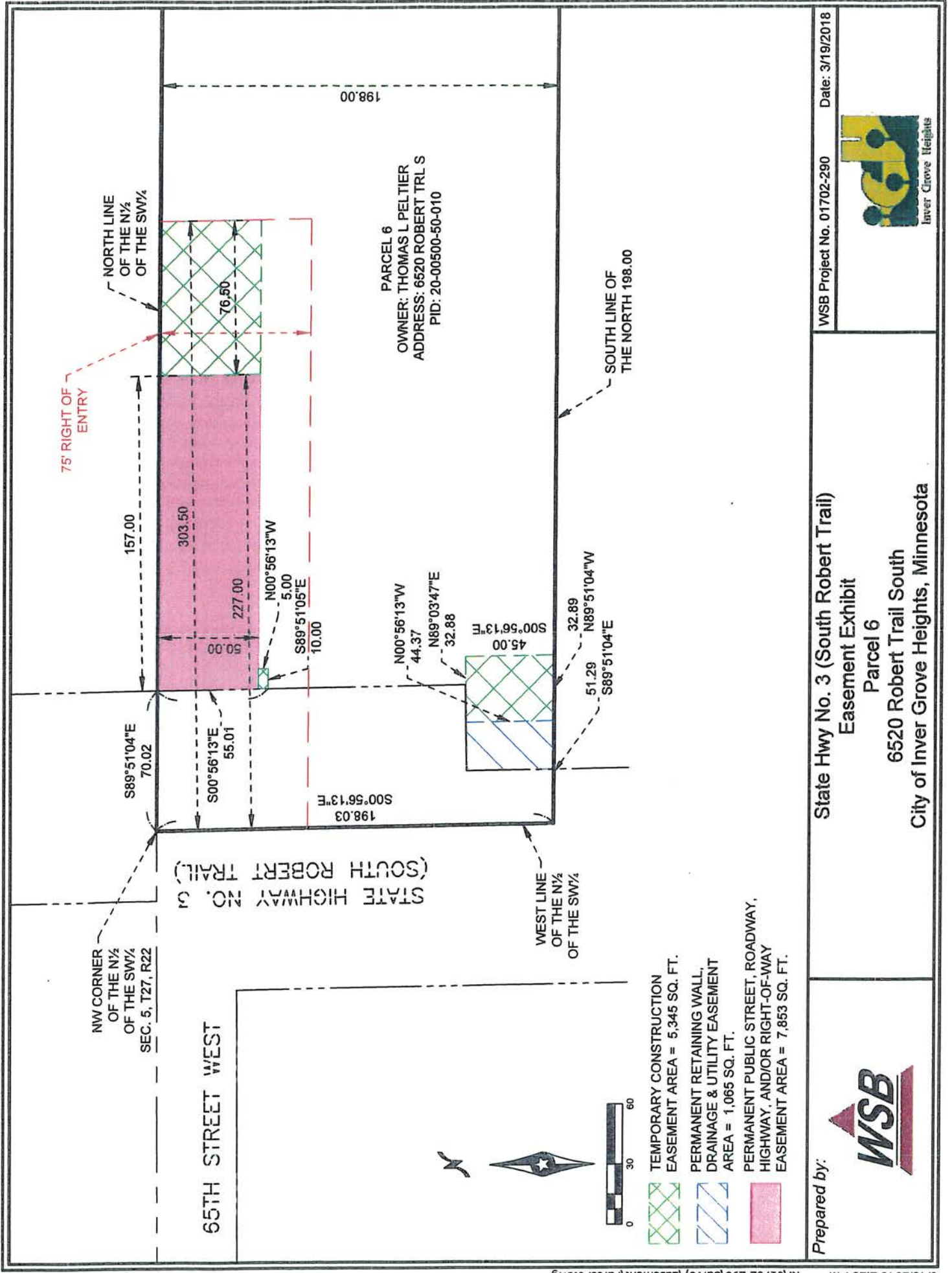
EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

The North 198 feet of the North Half of the West Half of the Southwest Quarter of Section 5, Township 27, Range 22, Subject to Highway easement over the westerly 70 feet, Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

A permanent easement for utility, drainage and retaining wall purposes and all such purposes ancillary, incident or related thereto over, under, across, through and upon that portion of the Landowner's Property lying easterly of the easterly Right of Way line of Trunk Highway No. 3 and westerly of the following described line: Commencing at the Northwest Corner of the North Half of the West Half of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota; thence South 00 degrees 56 minutes 13 seconds East, assumed bearing along the west line thereof, 198.03 feet to the south line of the North 198.00 feet of said North Half of the West Half of the Southwest Quarter; thence South 89 degrees 51 minutes 04 seconds East, along said south line, 51.92 feet to the point of beginning of the line to be described; thence North 00 degrees 56 minutes 13 seconds West, 44.37 feet to said easterly Right of Way line and there terminating.



TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is made, granted and conveyed this 23 day of MARCH, 2018 between **Thomas L. Peltier**, a single person, hereinafter referred to as the "Landowner" and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City."

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

The Landowner for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

A temporary non-exclusive easement for grading, sloping, re-contouring, filling, excavation, drainage, slope establishment, soil stabilization, lateral support and construction purposes, and all such purposes ancillary, incident or related thereto (hereinafter "Temporary Easement") under, over, across, through and upon that real property identified and legally described on **Exhibit B**, (hereinafter the "Temporary Easement Area") attached hereto and incorporated herein by reference.

This Temporary Easement shall automatically expire on **December 31, 2019**.

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 Temporary Easement Area during the term of its existence for the purposes of construction, inspection, grading, sloping, and restoration relating to the purposes of this Temporary Construction Easement; and
- b.) to maintain the Temporary Easement Area during the term of its existence, together with the right to excavate and refill ditches or trenches; and

c.) to remove from the Temporary Easement Area during the term of its existence trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location and construction of City Project No. 2015-09D and to deposit earthen material in and upon the Temporary Easement Area; and

d.) to remove or otherwise dispose of all earth or other material excavated from the Temporary Easement Area during the term of its existence 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 Temporary Easement Area or the Landowner's Property prior to the date hereof.

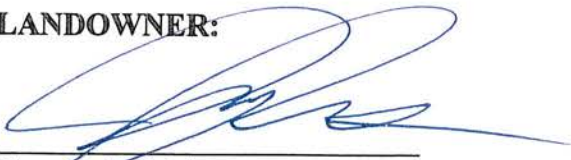
Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by a third party or by Landowner, her successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum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

The Landowner, for himself and his successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that he is well seized in fee of the Landowner's Property described on Exhibit A and the Temporary Easement Area described on Exhibit B and has good right to grant and convey the Temporary Easement herein to the City.

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

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

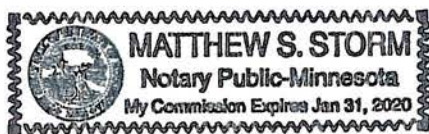
LANDOWNER:



Thomas L. Peltier

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this 23 day of March, 2018, by **Thomas L. Peltier**, a single person, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.





Notary Public

CITY OF INVER GROVE HEIGHTS:

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

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

After recording, please return to:
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:

The North 198 feet of the North Half of the West Half of the Southwest Quarter of Section 5, Township 27, Range 22, Subject to Highway easement over the westerly 70 feet, Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF TEMPORARY EASEMENT AREA

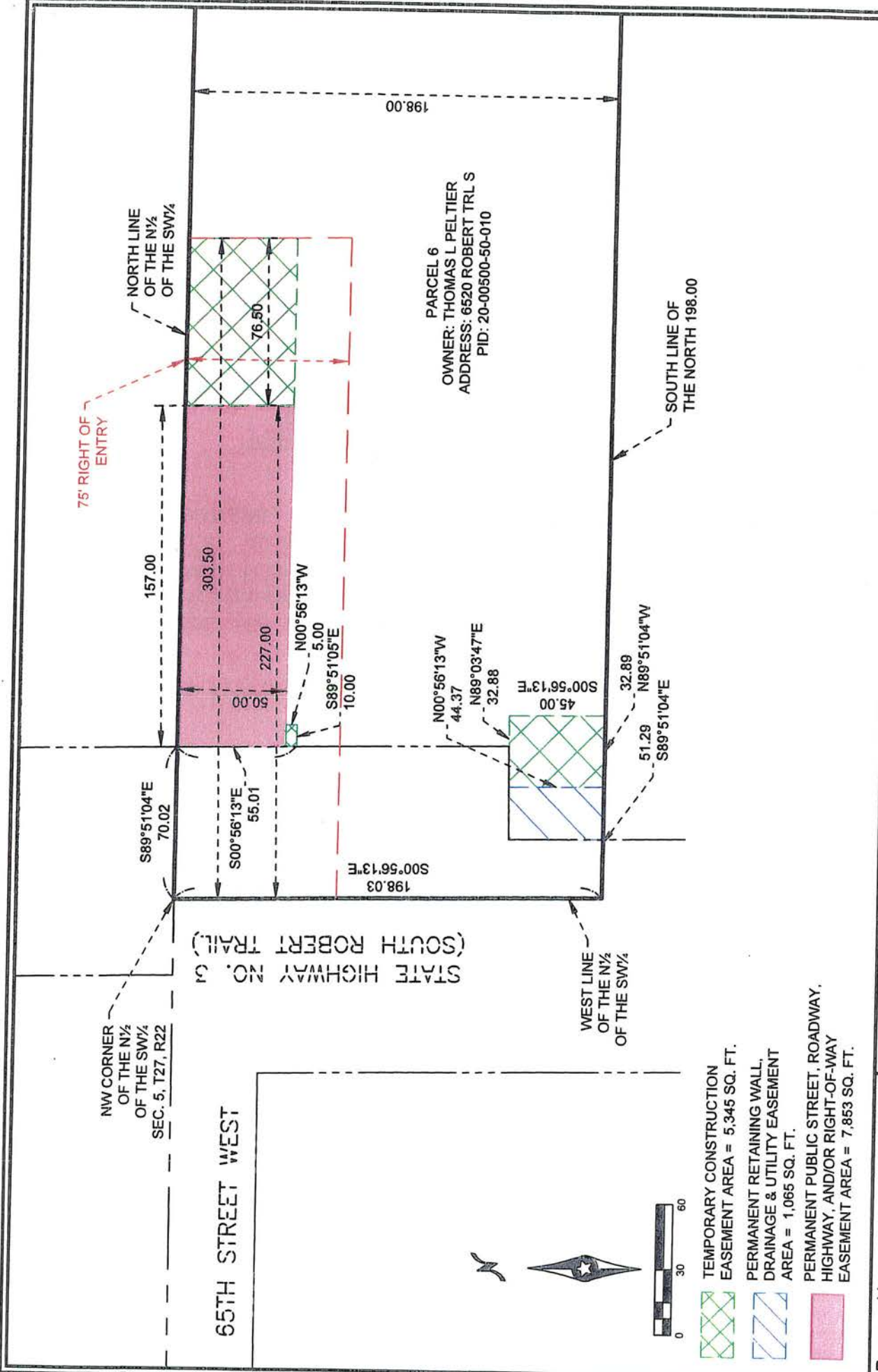
A temporary easement for grading, sloping, re-contouring, filling, excavation, drainage, slope establishment, soil stabilization, lateral support and construction purposes over, under, across, through and upon that portion of the Landowner's Property, described as follows: Commencing at the Northwest Corner of the North Half of the West Half of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota; thence South 00 degrees 56 minutes 13 seconds East, assumed bearing along the west line thereof, 198.03 feet to the south line of the North 198.00 feet of said North Half of the West Half of the Southwest Quarter; thence South 89 degrees 51 minutes 04 seconds East, along said south line, 51.29 feet to the point of beginning of the easement to be described; thence North 00 degrees 56 minutes 13 seconds West, 444.37 feet; thence North 89 degrees 03 minutes 47 seconds East, 32.88 feet; thence South 00 degrees 56 minutes 13 seconds East, 45.00 feet to said south line of the North 198.00 feet; thence North 89 degrees 51 minutes 04 seconds West, along said south line, 32.89 feet to the point of beginning;

AND

A temporary easement for grading, sloping, re-contouring, filling, excavation, drainage, slope establishment, soil stabilization, lateral support and construction purposes over, under, across, through and upon that portion of the Landowner's Property lying easterly of the easterly Right of Way line of Trunk Highway No. 3, southerly of the north 50.00 feet of the North Half of the West Half of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota, and northerly and westerly of the following described line: Commencing at the Northwest Corner of the North Half of the West Half of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota; thence South 89 degrees 51 minutes 04 seconds East, assumed bearing along the north line thereof, 70.02 feet to the east line of the West 70.00 feet of said North Half of the West Half of the Southwest Quarter; thence South 00 degrees 56 minutes 13 seconds East, along said east line, 55.01 feet to the point of beginning of the line to be described; thence South 89 degrees 51 minutes 05 seconds East, 10.00 feet; thence North 00 degrees 56 minutes 13 seconds West, 5.00 feet the south line of said North 50.00 feet and there terminating;

AND

A temporary easement for grading, sloping, re-contouring, filling, excavation, drainage, slope establishment, soil stabilization, lateral support and construction purposes over, under, across, through and upon that portion of the Landowner's Property described as the North 50.00 feet of the East 76.50 feet of the West 303.500 feet of the North Half of the West Half of the Southwest Quarter, Section 5, Township 27, Range 22, Dakota County, Minnesota.



Prepared by:



State Hwy No. 3 (South Robert Trail)
Easement Exhibit
Parcel 6
6520 Robert Trail South
City of Inver Grove Heights, Minnesota

WSB Project No. 01702-290

Date: 3/19/2018



**AGREEMENT RELATING TO LANDOWNER
IMPROVEMENTS WITHIN MN DOT PERMIT AREA**

THIS AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN MN DOT PERMIT AREA (Agreement) is made this ____ day of _____, 2018, by and between the City of Inver Grove Heights (hereafter referred to as "City"), a Minnesota municipal corporation, and Thomas L. Peltier, a single person (hereafter referred to as "Landowner"). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

ARTICLE 1
TERMS

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

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

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

The North 198 feet of the North Half of the West Half of the Southwest Quarter of Section 5, Township 27, Range 22, Subject to Highway easement over the westerly 70 feet, Dakota County, Minnesota.

1.4 **MN DOT Permit Area.** "MN DOT Permit Area" means the following portion of the Subject Land that is subject to MN DOT Limited Use Permit No. 1908-0088 between the City and MN DOT:

See Area Depicted as shaded in on Exhibit A
[REALMS LUP # 1908-088] attached hereto.

1.5 Landowner. "Landowner" means Thomas L. Peltier and his heirs, administrators, 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 Inver Grove Heights
Attention: Director of Public Works
8150 Barbara Avenue
Inver Grove Heights, MN 55077

IF TO LANDOWNER:

Thomas L. Peltier
6520 S. Robert Trail
Inver Grove Heights, MN 55077

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

1.7 Landowner Improvements. "Landowner Improvements" means the parking lot, striped parking spaces and curb and gutter, that have been previously constructed on the Subject Land within the MN DOT Permit Area.

1.8 MN DOT Permit Area Improvements. "MN DOT Permit Area Improvements" means all existing and future roadway improvements, together with any 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 MN DOT Permit Area now or in the future.

1.9 City Costs. "City 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 any MN DOT Permit Area Improvements located in the MN DOT Permit Area and the placement of additional MN DOT Permit Area Improvements in the MN DOT Permit Area. City Costs, include, without limitation: excavation costs, labor costs, costs of removing fill, costs of re-burying the MN DOT Permit Area Improvements, re-compacting the soils over the MN DOT Permit Area Improvements, restoring the MN DOT Permit Area, and all engineering and attorneys' fees incurred in connection therewith. City Costs also include the costs of temporarily removing the Landowner Improvements and subsequently replacing the Landowner Improvements in the MN DOT Permit Area, if such costs have not already been paid by the Landowner.

ARTICLE 2
RECITALS

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

Recital No. 2 The MN DOT Permit Area covers a portion of the Subject Land. MN DOT has an easement for highway purposes over the MN DOT Permit Area, but has allowed the City to use the MN DOT Permit Area pursuant to the terms of MN DOT Limited Use Permit No. 1908-0088, attached hereto and incorporated herein as **Exhibit B**. The MN DOT Permit Area Improvements are within the MN DOT Permit Area and future MN DOT Permit Area Improvements may be located within the MN DOT Permit Area.

Recital No. 3. Landowner has requested permission from the City to retain the Landowner Improvements within the MN DOT Permit Area.

Recital No. 4. Subject to the terms of this Agreement and the MN DOT Limited Use Permit No. 1908-0088, the City is willing to allow the Landowner Improvements to remain within the MN DOT Permit Area provided the following conditions are met:

- a.) The Landowner, at the Landowner's sole cost and expense, maintains the Landowner Improvements;
- b.) The Landowner agrees to pay all City Costs incurred relating to inspections, access, repair, maintenance and replacement of the MN DOT Permit Area Improvements.
- c.) The Landowner, if requested by the City or MNDOT, agrees to remove the Landowner Improvements in the event the City or MNDOT has a need to access the area where the Landowner Improvements exist in order for the City or MNDOT to inspect, repair, maintain, and replace the existing MN DOT Permit Area Improvements or construct future MN DOT Permit Area Improvements in the MN DOT Permit Area.
- d.) The Landowner, at the Landowner's sole cost and expense, agrees to modify or remove the Landowner Improvements if the Landowner Improvements interfere with the MN DOT Permit Area Improvements.

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

ARTICLE 3

AGREEMENTS

3.1 **Retainage of Landowner Improvements.** Under the terms and conditions stated herein, the Landowner, at Landowner's own cost, is hereby authorized by the City to retain the Landowner Improvements within the MN DOT Permit Area. The Landowner shall not place any structures, walls, irrigation systems or buildings within the MN DOT Permit Area except for the Landowner Improvements. The Landowner, at Landowner's expense, shall maintain, repair and replace, if required or permitted to do so, the Landowner Improvements.

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 MN DOT Permit Area.** Nothing contained herein shall be deemed a waiver or abandonment or transfer of the right, title and interest that the City or MN DOT hold to the MN DOT Permit Area. The Landowner's rights are limited by MNDOT's highway easements and by MNDOT Limited Use Permit No. 1908-0088, and any termination of the City's rights under the Limited Use Permit shall immediately terminate all Landowner's rights under this Agreement. The Landowner's rights in the MN DOT Permit Area may be immediately terminated by the City at any time for any reason or for no reason.

3.4 **Subordinate Position of Landowner Improvements.** The Landowner assumes all obligations of the City under MNDOT Limited Use Permit No. 1908-0088 and agrees to comply with all terms and conditions of the same. The Landowner Improvements are subordinate to the rights of the City and MN DOT in the MN DOT Permit Area and in the MN DOT Permit Area Improvements. Landowner agrees that the use of the MN DOT Permit Area is subordinate to MNDOT's use of the MN DOT Permit Area for highway and transportation purposes. In the event of the expiration or cancellation of MN DOT Limited Use Permit No. 1908-0088, all removal and restoration costs and obligations of the City contained in Special Provision 2 of the Limited Use Permit shall be the obligation of Landowner, not the City.

3.5 **Risk of Loss.** The Landowner understands and agrees that the Landowner Improvements within the MN DOT Permit Area may be adversely affected by use of the MN DOT Permit Area by MNDOT and/or the City. The parties agree that the City or MNDOT is not responsible for such events and the City or MNDOT shall have no liability to the Landowner for such events. The Landowner assumes all risk of retaining the Landowner Improvements in the MN DOT Permit Area.

3.6 **Temporary Removal.** The City may require the Landowner, at Landowners' cost, to temporarily remove and subsequently replace the Landowner Improvements, at Landowners' cost, in the MN DOT Permit Area in order for the City to gain access to the MN DOT Permit Area Improvements for the purpose of inspecting, repairing, maintaining, or replacing the MN DOT Permit Area Improvements or adding future MN DOT Permit Area 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 thirty (30) days from the date of the Formal Notice to perform the tasks. If the Landowner has not completed the work within the thirty (30) 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 City Costs. If the City incurs costs relating to the access to or inspection, maintenance, repair or replacement of the MN DOT Permit Area Improvements or relating to construction of new MN DOT Permit Area Improvements in the future, then the Landowner shall pay the City Cost to the City. The Landowner must make payment for the City Costs within 30 days after the City has sent a written invoice for the City Costs to the Landowner.

3.9 Modifications To Landowner Improvements. If in the future the City determines that the Landowner Improvements interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of MN DOT Permit Area Improvements, then the Landowner, at Landowner's 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 his 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.) Retention 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 MN DOT Permit Area for Landowner Improvements.

3.12 Release. Landowner hereby voluntarily releases and waives any and all claims and causes of action for damages, costs, expenses, losses, fees and compensation arising from or related to any cancellation or termination of this Agreement by City, or by reason of the cancellation or expiration of MNDOT Limited Use Permit No. 1908.0088. Landowner agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees and compensation based upon the existence, cancellation or termination of this Agreement. Landowner agrees not to sue or institute any legal action against the City or MNDOT based upon any of the claims released in this paragraph.

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

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

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

3.16 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.

3.17 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.

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

3.19 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.

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

ATTEST:

Michelle Tesser, City Clerk

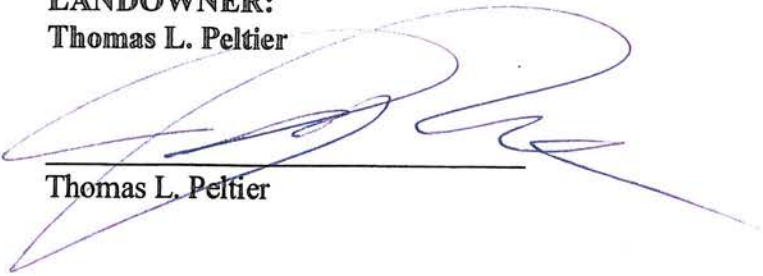
(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:
Thomas L. Peltier



Thomas L. Peltier

STATE OF MINNESOTA)

COUNTY OF DAKOTA)

ss.

The foregoing instrument was acknowledged before me this 1ST day of MAY, 2018, by Thomas L. Peltier, a single person, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his 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, 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 55017
(651) 451-1831

EXHIBIT A REALMS LUP # 1908-0088



EXHIBIT B
MN DOT LIMITED USE PERMIT NO. 1988-0088

Right of Entry and Waiver of Trespass

THIS AGREEMENT, made this 23 day of MARCH, 2018, by and between Thomas L. Peltier, a single person, (hereinafter referred to as "Owner") and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as "City") of the Subject Property as herein defined.

Recitals

- A. The City is in the process of initiating construction of City Project No. 2017-24 (T.H. 3 Intersection Improvements for the 65th Street Project) and City Project No. 2017-03 (NWA Trunk Watermain Improvements 65th Street Loop (Phase 3 of 2015-12) to Blackstone Ridge) (the "**Project**").
- B. Owner owns the real property situate in the City of Inver Grove Heights, County of Dakota and State of Minnesota, described on the attached **Exhibit A** ("**Subject Property**").
- C. The plans and specifications ("Plans") for the Project are on file with the City's Director of Public Works and the City intends that insofar as the Subject Property is concerned the City shall construct the Project according to the Plans on file with the City's Director of Public Works.
- D. In order to construct the Project, it is necessary that the City, its agents, servants, representatives and contractors enter upon the Subject Property.
- E. It is in the best interest of the City and the Owner that, until December 31, 2021, the City be able to access the southerly one-hundred fifteen feet (115') of the Subject Property; which location is shown on **Exhibit B**, attached hereto and incorporated herein by reference, (hereinafter "**Work Area**") for the Project.

Agreement

In consideration of the premises contained herein and for valuable consideration the receipt of which is hereby acknowledged, it is agreed by the parties that:

- 1) The Owner grants to the City, its agents, servants, representatives and contractors ("**Authorized Parties**") the right, privilege and license to enter upon the Work Area located within the Subject Property during the term of this Agreement for the purposes of ingress and egress, construction, inspection, maintenance, repair, replacement, grading, sloping, and restoration relating to the work and improvements shown on the Plans for the Project (hereinafter collectively referred to herein as the "**Improvements**"). The rights of the City also include the right of the City, its contractors, agents and servants: to excavate, slope, grade and refill areas within the Work Area located within the Subject Property relating to the work and Improvements shown on the Plans and to remove or otherwise dispose of all earth or other material excavated from within the Work Area located within the Subject Property as may be necessary for the location, construction and maintenance of the work and improvements shown on the Plans.
- 2) The Owner grants to the Authorized Parties the right, privilege and license to remove from the Work Area located within the Subject Property any trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the rights of ingress and egress or interfering with the construction, maintenance, repair and replacement of the Project granted in paragraph 1. The Authorized Parties shall use reasonable efforts to avoid the destruction of any trees within the Work Area, provided, however, Authorized Parties shall have no obligation whatsoever to repair or replace any trees, brush, herbage, undergrowth and other obstructions interfering with the rights of ingress and egress or interfering with the construction, maintenance, repair and replacement of the Project granted in paragraph 1 that were removed by the Authorized Parties.
- 3) The Owner waives all actions, causes of action and claims against the City, its agents, servants, representatives, and contractors for trespass on the Subject Property.
- 4) The rights, privileges and licenses granted to the Authorized Parties in Paragraphs No. 1 and No. 2 hereof shall expire and terminate upon the completion of the Project.
- 5) The Owner covenants, represents, warrants and agrees with and to the City that it is well seized in fee of the Subject Property and has good right to grant to the City the rights, privileges and licenses stated herein.

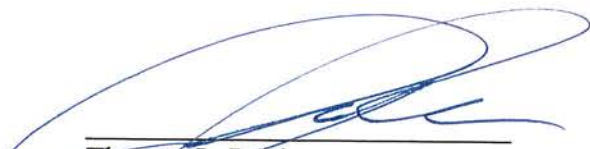
- 6) The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Subject Property prior to the date hereof.
- 7) 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 Owner, their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.
- 8) Owner, for itself and its successors and assigns hereby waives and forever releases the Authorized Parties from all liability and claims, causes of action or proceedings relating in any manner whatsoever to compensation, interest, costs, engineering, appraisal or attorney's fees, based upon theories of condemnation, takings, inverse condemnation, negligence or trespass or any other theories of law resulting from, related to, or caused by the Authorized Parties' use of the Subject Property as allowed by Paragraphs No. 1 and No. 2.
- 9) Owner, for itself and its successors and assigns hereby covenants not to sue the Authorized Parties for any claim for damages relating in any manner whatsoever to compensation, interest, costs, engineering, appraisal or attorney's fees, based upon theories of condemnation, takings, inverse condemnation, or trespass resulting from, related to the Authorized Parties' use of the Subject Property as allowed by Paragraph No. 1 and No. 2.
- 10) **NOTHING CONTAINED HEREIN SHALL BE DEEMED OR CONSTRUED TO GRANT TO THE AUTHORIZED PARTIES A TEMPORARY OR PERMANENT EASEMENT, OR FEE TITLE INTEREST, IN, OVER, ACROSS, THROUGH OR UNDER THE SUBJECT PROPERTY.**

The undersigned Owner and the City have caused this Agreement to be executed as of the day and year set forth above.

[Remainder of page intentionally left blank]

[Signature page to Right of Entry and Waiver of Trespass]

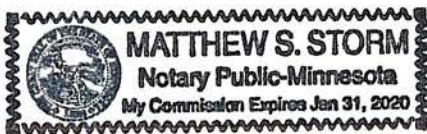
OWNER:

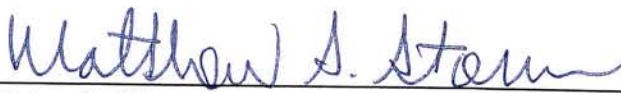


Thomas L. Peltier

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this 23RD day of MARCH, 2018, by **Thomas L. Peltier**, a single person, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.





Notary Public

[Signature page of City of Inver Grove Heights to Right of Entry and Waiver of Trespass]

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

By: _____
Michelle Tesser, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

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

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

The North 198 feet of the North Half of the West Half of the Southwest Quarter of Section 5, Township 27, Range 22, Subject to Highway easement over the westerly 70 feet, Dakota County, Minnesota.

Abstract Property

DEPICTION OF WORK AREA

65TH STREET WEST

NW CORNER OF THE N½ OF THE SW¼ SEC. 5, T27, R22

STATE HIGHWAY NO. 3 (SOUTH ROBERT TRAIL)

WEST LINE OF THE N½ OF THE SW¼

136.03
S00°58'13"E

500°58'13"E

55.01

50.00

227.00

303.50

157.00

70.02

889°51'04"E

70.50

70.50

889°51'04"E

5.00

889°51'04"E

10.00

198.00

75' RIGHT OF ENTRY

NORTH LINE OF THE N½ OF THE SW¼

PARCEL 6
OWNER: THOMAS L. PELTIER
ADDRESS: 6520 ROBERT TRAIL S
P.O. 20-00500-20-010

32.89
N00°50'13"W
44.37
N89°03'47"E

500°58'13"E

50.00

50.00

51.29
N89°51'04"E

32.89
N89°51'04"W

SOUTH LINE OF THE NORTH 163.00

LEGEND:

- TEMPORARY CONSTRUCTION EASEMENT AREA = 5,345 SQ. FT.
- PERMANENT RETAINING WALL, DRAINAGE & UTILITY EASEMENT AREA = 1,065 SQ. FT.
- PERMANENT PUBLIC STREET, ROADWAY, HIGHWAY AND/OR RIGHT-OF-WAY EASEMENT AREA = 7,853 SQ. FT.

Prepared by: WSB

State Hwy No. 3 (South Robert Trail)
Easement Exhibit
Parcel 6
6520 Robert Trail South
City of Inver Grove Heights, Minnesota

WSB Project No. 01702-280 Date: 3/19/2018

Inver Grove Heights

ACCESS RIGHTS QUIT CLAIM DEED

STATE DEED TAX DUE HEREON: \$1.65

Date: MARCH 23 ____, 2018.

FOR VALUABLE CONSIDERATION, **Thomas L. Peltier**, a single person, ("Grantor") hereby conveys and quitclaims to the **City of Inver Grove Heights**, a municipal corporation under the laws of Minnesota, ("Grantee"), real property in Dakota County, Minnesota, legally described as follows:

All rights of access, including all rights of ingress and egress, to and from State Highway No. 3 (also known as South Robert Trail) to and from The North 198 feet of the North Half of the West Half of the Southwest Quarter of Section 5, Township 27, Range 22, Subject to a Highway easement over the West 70 feet, Dakota County, Minnesota.

The total consideration for this transaction is \$500.00 or less.

Check here if part or all of the land is Registered (Torrens) []

together with all hereditaments and appurtenances belonging thereto.

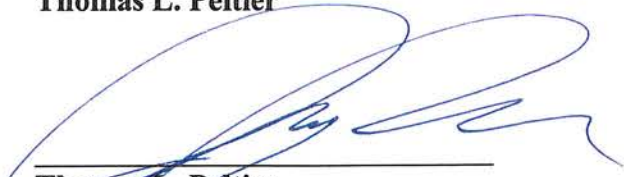
Check if applicable:

☐ The Seller certifies that the Seller does not know of any wells located on the above-real property.

☒ A well disclosure certificate accompanies this document.

☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Thomas L. Peltier



Thomas L. Peltier

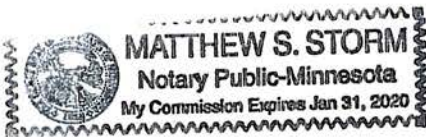
STATE OF MINNESOTA)

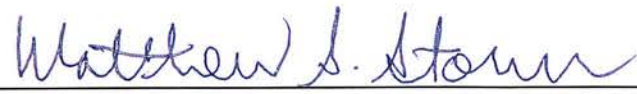
)

ss.

COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 23RD day of MARCH, 2018, by **Thomas L. Peltier**, a single person, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.





Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING, PLEASE
RETURN DOCUMENT TO:**

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

**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
BRIDGET McCAULEY NASON

HAROLD LEVANDER
1910-1992

ARTHUR GILLEN
1919-2005

*ALSO ADMITTED IN WISCONSIN
◊ALSO ADMITTED IN NORTH DAKOTA
◊ALSO ADMITTED IN MASSACHUSETTS
◊ALSO ADMITTED IN OKLAHOMA

MEMO

TO: Mayor and Council Members
FROM: Timothy J. Kuntz and Kenneth J. Rohlf, City Attorneys
DATE: May 14, 2018
RE: Approval of a negotiated settlement agreement between Source Land Capital, LLC, and Marylin L. Murphy and the City of Inver Grove Heights related to the acquisition of easements for the Trunk Highway 3 Intersection Improvements for the 65th Street Project – City Project No. 2014-24 and for the installation of trunk watermain in the NWA Area of the City on 65th Street between Trunk Highway 3 and Blackstone Ridge – City Project No. 2017-03

Section 1. Background: On November 13, 2017, the City Council adopted Resolution No. 17-217 ordering City Project 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project and Resolution No. 17-218 ordering City Project No. 2017-03 – NWA Trunk Watermain Improvements 65th Street Loop (Phase 3 of 2015-12) to Blackstone Ridge and authorizing the City Attorney to complete the easement or right-of-way acquisition by negotiation with the Property owners.

On or about July 8, 2015, Source Land Capital, LLC, a Minnesota limited liability company, as Contract Vendee entered into a Contract for Deed with Contract Vendor, Marylin L. Murphy, a/k/a Marylin Murphy, a single person, recorded as Document No. 3077059 (hereafter individually and collectively referred to as “Landowner”).

To facilitate the Project, the City must acquire the following easements from the Landowner prior to the construction of the Project: Street, Highway, Public Way and Utility and Drainage Easement, Utility and Drainage Easement, Permanent Utility, Drainage, Stormwater and Ponding Easement, Temporary Construction Easement, Right of Entry and Quit Claim Deed for Access Purposes (hereafter “Property Rights/Easements”)

TJK

Evergreen Land Services, Inc., the City's right-of-way acquisition agent for the Project, met with the Landowner regarding a possible resolution for the acquisition of the requested Property Rights/Easements to facilitate the construction of the Project Improvements. The City's appraisal completed by Sean P. Butts for the Landowner Property Rights/Easements acquisition was \$172,200.00.

The Landowner has agreed to grant the Property Rights/Easements requested in exchange for the payment from the City in the amount of \$191,100.00. In addition, the City will provide other in-kind benefits to the Landowners as more fully detailed in the Settlement Agreement that is attached to this Memorandum.

To fully resolve the acquisition of the necessary property rights/easements from the Landowner, the City's Property Acquisition Team believes that an increase of \$18,900.00 over the City's appraisal of damages in the amount of \$172,200.00 is justified for the following reasons:

1. Settlement at this time will not only potentially avoid a lengthy eminent domain case, it will also save all professional fees (attorney, appraiser, acquisition agent, engineer, etc.) related thereto.
2. Acquisition of the Property Rights/Easements from the Landowner will permit the construction of the Project to occur in a timely fashion.
3. In this case, Minnesota law provides for the reimbursement to the Landowner of up to \$1,500.00 to enable the landowner to get an independent appraisal of damages to his property due to the acquisition of the property rights/easements. The Landowner is willing to forego this right to get an independent appraisal of damages in this case.

Metzen Realty has reviewed the appraisal completed by Sean Butts. In addition, Metzen Realty has reviewed the valuation factors as herein stated. In Metzen Realty's opinion, the settlement amount is reasonable.

Recommendation:

In light of all relevant facts concerning the Landowner's Property and in consideration of the value to the City of resolving this matter, the City's Property Acquisition Team¹ recommends that the City Council ratify the negotiated Settlement Agreement reached between the City and the Landowner for \$191,100.00 in damages associated with the acquisition of the Property Right/Easement and authorize payment for the same upon the City's receipt of the following documents from the Landowner:

1. Settlement Agreement; and
2. Street, Highway, Public Way and Utility and Drainage Easement; and
3. Utility and Drainage Easement; and

¹ The City's Property Acquisition Team is comprised of City Staff, the Office of the City Attorney, Evergreen Land Services, Sean Butts (Appraiser) and Metzen Appraisals.

4. Permanent Utility, Drainage, Stormwater and Ponding Easement; and
5. Temporary Construction Easement; and
6. Right of Entry
7. Quit Claim Deed for Access Purposes.

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

RESOLUTION NO. 18-_____

**A RESOLUTION APPROVING THE NEGOTIATED SETTLEMENT BETWEEN
SOURCE LAND CAPITAL, LLC, AND MARYLIN L. MURPHY AND THE CITY OF
INVER GROVE HEIGHTS RELATED TO THE ACQUISITION OF EASEMENTS
TRUNK HIGHWAY 3 INTERSECTION IMPROVEMENTS FOR THE 65TH STREET
PROJECT - CITY PROJECT NO. 2017-24 AND FOR THE INSTALLATION OF
TRUNK WATERMAIN IN THE NWA AREA OF THE CITY ON 65TH STREET
BETWEEN TRUNK HIGHWAY 3 AND BLACKSTONE RIDGE –
CITY PROJECT NO. 2017-03**

WHEREAS, on November 13, 2017, the City Council adopted Resolution No. 17-217 ordering City Project 2017-24–T.H. 3 Intersection Improvements for the 65th Street Project and Resolution No. 17-218 ordering City Project No. 2017-03–NWA Trunk Watermain Improvements 65th Street Loop (Phase 3 of 2015-12) to Blackstone Ridge and authorizing the City Attorney to complete the easement or right-of-way acquisition by negotiation with the Property owners.

WHEREAS, on or about July 8, 2015, Source Land Capital, LLC, a Minnesota limited liability company, as Contract Vendee entered into a Contract for Deed with Contract Vendor, Marylin L. Murphy, a/k/a Marylin Murphy, a single person, recorded as Document No. 3077059 (hereafter individually and collectively referred to as “Landowner”).

WHEREAS, to facilitate the Project, the City must acquire the following easements from the Landowner prior to the construction of the Project: Street, Highway, Public Way and Utility and Drainage Easement, Utility and Drainage Easement, Permanent Utility, Drainage, Stormwater and Ponding Easement, Temporary Construction Easement, Right of Entry and Quit Claim Deed for Access Purposes (hereafter “Property Rights/Easements”)

WHEREAS, Evergreen Land Services, Inc., the City’s right-of-way acquisition agent for the Project, met with the Landowner regarding a possible resolution for the acquisition of the requested Property Rights/Easements to facilitate the construction of the Project Improvements.

WHEREAS, the City’s appraisal completed by Sean P. Butts for the Landowner property rights/easement acquisition was \$172,200.00.

WHEREAS, the City, through its consultant, Evergreen Land Services, Inc., was able to negotiate the direct purchase of the proposed property rights/easements affecting property owned by the Landowner for the monetary sum of \$191,100.00.

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

1. The City ratifies and approves the negotiated Settlement Agreement reached between the City and the Landowner for \$191,100.00 in damages and other in-kind benefits associated with the acquisition and direct purchase of the Property Rights/Easements and authorizes payment and completion of the same to the Landowner upon the City's receipt of the Settlement Agreement, Street, Highway, Public Way and Utility and Drainage Easement, Utility and Drainage Easement, Permanent Utility, Drainage, Stormwater and Ponding Easement, Temporary Construction Easement, Right of Entry and Quit Claim Deed for Access Purposes from the Landowner, Source Land Capital, LLC, and Marylin L. Murphy.

Passed this 14th day of May, 2018.

George Tourville, Mayor

Attest:

Michelle Tesser, City Clerk

SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement Agreement") is made, granted and conveyed this 5 day of ~~April~~^{May} 2018, between Source Land Capital, LLC, a Minnesota limited liability company, as Contract Vendee through a Contract for Deed with Contract Vendor, Marylin L. Murphy, a/k/a Marylin Murphy, a single person, recorded July 8, 2015 as Document No. 3077059, hereinafter collectively referred to as the "Landowner" and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City".

RECITALS

WHEREAS, Landowner is the owner of real property located in Dakota County, Minnesota and legally described as:

The South Half of the South Half of the East Half of the Northeast Quarter of Section 6, Township 27, Range 22, Dakota County, Minnesota, EXCEPT the East 263.70 feet of the West 516.70 feet of the North 330.38 feet of the South Half of the South Half of the East Half of the Northeast Quarter of said Section 6, together with an easement for ingress over a strip of land 15 feet on each side of the following described line: Beginning at a point 16.2 feet North of the Southeast corner of the above described tract; thence deflect Southeasterly 40 degrees 37 minutes for a distance of 220.7 feet; thence deflect right 88 degrees 57 minutes for a distance of 67.5 feet; thence deflect left 70 degrees 37 minutes for a distance of 82.5 feet more or less to the present farm entrance driveway, and together with an easement for ingress over the present farm entrance driveway Easterly to Robert Street; and Except commencing at a point 45 feet West of the Northeast corner of the South Half of the South half of the East Half of the Northeast Quarter of said Section 6; thence West 208 feet; thence South 208 feet; thence East 208 feet; thence North 208 feet to the point of beginning, together with an easement described as follows: All that part of the Easterly 45 feet of the Northerly 208 feet of the South Half of the South Half of the East Half of the Northeast Quarter of said Section 6 lying Westerly of the street or public highway, for roadway for ingress and egress.

Abstract Property

(hereafter referred to as the "Subject Property").

WHEREAS, as part of City Project No. 2017-24 (T.H. 3 Intersection Improvements for the 65th Street Project) and City Project No. 2017-03 (NWA Trunk Watermain Improvements 65th Street Loop (Phase 3 of 2015-12) to Blackstone Ridge) (the "Project"), the City purchased a Street, Highway, Public Way and Utility and Drainage Easement, Utility and Drainage Easement, Permanent Utility, Drainage, Stormwater and Ponding Easement, Temporary Construction Easement, Right of Entry and Quit Claim Deed for Access Purposes (hereafter

“Property Rights/Easements”) from Landowner pursuant to a negotiated settlement as set forth herein.

WHEREAS, as part of the Project, the City, through its contractors, will perform construction work in the City’s easement(s), on the Subject Property.

WHEREAS, City and Landowner have reached a settlement with respect to the acquisition of the property rights/easement(s) from Landowner.

WHEREAS, the terms and conditions of the settlement between the parties are set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Landowner agree and stipulate to the following:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein by this reference as if fully set forth herein, and shall constitute an expression of the intent of the parties and aid in the construction of this Settlement Agreement.

2. **Settlement Amount and performance of other in-kind benefits.** In full and final settlement of all issues related to the Project, upon receipt of properly executed Property Rights/Easements documents from the Landowner, the City agrees to pay the Landowner the sum of **\$191,100.00 (“Settlement Amount”)** and perform, permit or receive the following in-kind benefits:

- a. The City will raise the grade of 65th Street contiguous to the Subject Property in accordance with **Exhibit A**, attached hereto and incorporated herein by reference;
- b. The Landowner shall grant the City a Right-of-Entry until December 30, 2021 over the southerly one hundred fifteen feet (115’) of the Subject Property as shown on **Exhibit B**, attached hereto and incorporated herein by reference;
- c. Landowner, at the Landowner’s cost, shall, prior to the City placing the base course of bituminous on 65th Street, extend the sanitary sewer from the existing 8” sanitary sewer location (Sanitary Manhole 25) within the Windwood 2nd Addition subdivision across 65th Street to the property line of the Subject Property per City approved plans for sanitary sewer extension;
- d. Commensurate with the execution of this Settlement Agreement, Landowner shall provide to the City those property rights / easements shown on **Exhibit B**, attached hereto and incorporated herein by reference;
- e. Use of the City’s Temporary Easement area: As part of this Settlement Agreement the Landowner will grant to the City a Temporary Construction Easement. This Temporary Construction Easement will provide the City with property to construct the slopes needed to build the embankment for the 65th Street roadway. This work within the Temporary Construction Easement will be to construct a standard embankment slope as illustrated in the cross-section map attached hereto and incorporate herein as **Exhibit C**. The Landowner will be allowed to utilize portions of this temporary slope easement in the event a development plan for the Subject Property is approved by the City within two (2) years of the completion of the 65th

Street Project (Project No. 2015-03). In no event shall the Landowner be allowed to compromise or undermine the City's embankment slope or alter it in a way that would destabilize the slope in any way. In the event a development plan for the Subject Property is approved by the City within two (2) years of the completion of the 65th Street Project (Project No. 2015-03), the Landowner shall be allowed to place additional fill on top of the City's embankment slope in a method that would raise the grade of the embankment slope to meet a grading plan for the development of the Subject Property as approved by the City Council;

- f. Open Space: Upon development of the Subject Property, which development shall be preceded by a development plan submitted by the Landowner and approved by the City, the City agrees to grant flexibility from the undisturbed minimum open space requirement of the Northwest Area Overlay District to permit Landowner to use open space for storm water ponding purposes. The City will restore the subject area to natural vegetation after the 65th Street project is complete in accordance with the City plans and specifications for the 65th Street Project; and
- g. In the event the Landowner has excess fill from the development of the Subject Property, the City will work with the Landowner to potentially allow the placement of excess fill along the slopes created by 65th Street within the Temporary Construction Easements along 65th Street as a way to flatten the slopes and improve certain backyards in the Landowner's proposed development. The parties agree to explore this topic in more detail when a grading plan is presented by the Landowner for the development of the Subject Property.

3. **Indemnification by City.** The City agrees to indemnify, defend and hold the Landowner harmless, up to the maximum liability limits of Minnesota Statutes Section 466.04, against any and all claims, causes of action, expenses, damages and costs, including attorneys' fees, arising out of, or in any way related to the Project.

4. **Entire Agreement, Modification, Waiver, and Severability.** This Settlement Agreement constitutes the entire agreement between the parties, and fully supersedes any and all prior or contemporaneous understandings, representations, warranties and agreements made by the parties hereto or their representatives pertaining to the subject matter hereof. No modifications of this Settlement Agreement shall be binding unless set forth in writing and signed by all of the parties hereto. If any provision of this Settlement Agreement is determined to be invalid or unenforceable, then, to the fullest extent possible, such clause or provision shall be deleted, and all of the remaining provisions of this Settlement Agreement shall remain in full force and effect.

5. **Duration and Binding Effect.** This Settlement Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, assigns, agents, servants, employees, members, managers, governors, elected officials, contractors, officers, representatives, attorneys, predecessors and all affiliated companies, entities, divisions, subsidiaries, parent companies, sister companies, partners, joint ventures and corporations, and all parties who may claim under a party to this Settlement Agreement. The terms and provisions of this Settlement Agreement shall survive the execution and delivery of the Property Rights/Easements.

6. **Governing Law.** This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any suits or actions by any party regarding its validity, interpretation, or enforcement shall be venued in the Dakota County District Court, State of Minnesota. Dakota County District Court shall maintain jurisdiction over the enforcement of this Settlement Agreement.

7. **No Admission.** Nothing in this Settlement Agreement is intended to be deemed, nor should be deemed, an admission of liability or the validity of any debts, allegations, or claims by any of the parties. This Settlement Agreement is prepared and entered into for the purposes of settlement only and will have no evidentiary value except in the event of a breach hereof.

8. **Execution of Additional Documents.** Each of the parties agrees to execute and deliver to the other party, as requested, any additional documents and/or instruments that may reasonably be determined as necessary to consummate this transaction.

9. **Authorized Execution.** Each person executing this Settlement Agreement represents that he or she has been duly authorized to execute this Settlement Agreement and bind the party on whose behalf he or she has executed this Settlement Agreement to its terms.

10. **Acknowledgment, Knowing and Voluntary.** Each of the undersigned parties has read this Settlement Agreement, knows its contents, and signs it as a free and voluntary act, having had an adequate opportunity to consider its terms and conditions. The parties hereby affirm and acknowledge that they have read this Settlement Agreement and have been advised to consult with an attorney prior to signing this Settlement Agreement.

11. **Reliance.** The parties represent to each other that no promise or inducement has been offered or made except as contained in this Settlement Agreement and that no statement or representation has been made by anyone except as contained in this Settlement Agreement.

12. **Disclosure.** The parties represent to each other that they have been fully informed and understand the terms and provisions of this Settlement Agreement. The parties also represent to each other that the facts have been investigated and the law researched to their satisfaction regarding the facts and law applicable to the matters and releases contained herein. The parties further represent to each other that they are satisfied with the terms and provisions of this Settlement Agreement.

13. **No Presumption Against Drafting Party.** The parties to this Settlement Agreement acknowledge that: (a) this Settlement Agreement and its reduction to final written form is the result of extensive good-faith negotiations among the parties through themselves and/or their respective legal counsel; (b) said parties and/or their legal counsel have carefully reviewed and examined this Settlement Agreement prior to execution; and (c) any statute, common law, or rule of construction which provides that ambiguities are to be resolved against the drafting party(ies) shall not be employed in the interpretation of this Settlement Agreement.

14. **Obligations.** The parties represent to each other that each will perform all duties and obligations of this Settlement Agreement and shall comply with every term and provision of this Settlement Agreement.

15. **Attorneys' Fees.** If either party breaches any terms of this Settlement Agreement, the prevailing party in such litigation shall be entitled to its reasonable attorneys' fees and expenses incurred in enforcing this Agreement, in addition to any other remedies to which the prevailing party is entitled.

16. **Counterparts.** This Settlement Agreement may be executed in any number of counterparts, each of which, when so executed shall be deemed to be an original and the counterparts shall together constitute one and the same agreement.

17. **Waiver.** No waiver of any provision of this Settlement Agreement shall be binding unless it is in writing and executed by the parties hereto. No waiver of any of the provisions of this Settlement Agreement shall be deemed to be or shall constitute a waiver of any other provision of this Settlement Agreement. The waiver by any party hereto of a breach of any provision of this Settlement Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

18. **City Removal of debris, construction equipment and materials.** At the completion of the Project, the City shall remove any debris and construction equipment/materials that had been on the Subject Property by the City from the Subject Property.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed this Settlement Agreement on the date set forth below.

CITY OF INVER GROVE HEIGHTS

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

[Remainder of Page Intentionally Left Blank]

[Signature page of Source Land Capital, LLC, and Marylin L. Murphy]

LANDOWNER:

SOURCE LAND CAPITAL, LLC,
as Contract Vendee through a Contract
for Deed with Garold M. Murphy and
Marilyn L. Murphy, a/k/a Garold Murphy and
Marilyn Murphy recorded July 8, 2015 as
Document No. 3077059

By: _____

Patrick Hiller

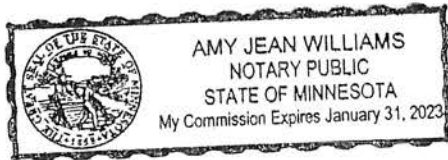
Its: Chief Financial Manager

STATE OF MINNESOTA)

COUNTY OF Dakota)

ss.

On this 5th day of May, 2018, before me a Notary Public within and for said County, personally appeared Patrick Hiller to me personally known, who being by me duly sworn, did say that he is the Chief Financial Manager of Source Land Capital, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Source Land Capital, LLC by authority of the Board of Governors of the limited liability company.



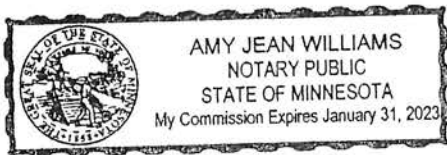
Amy Williams
Notary Public

LANDOWNER:

Marilyn L. Murphy
Marilyn L. Murphy

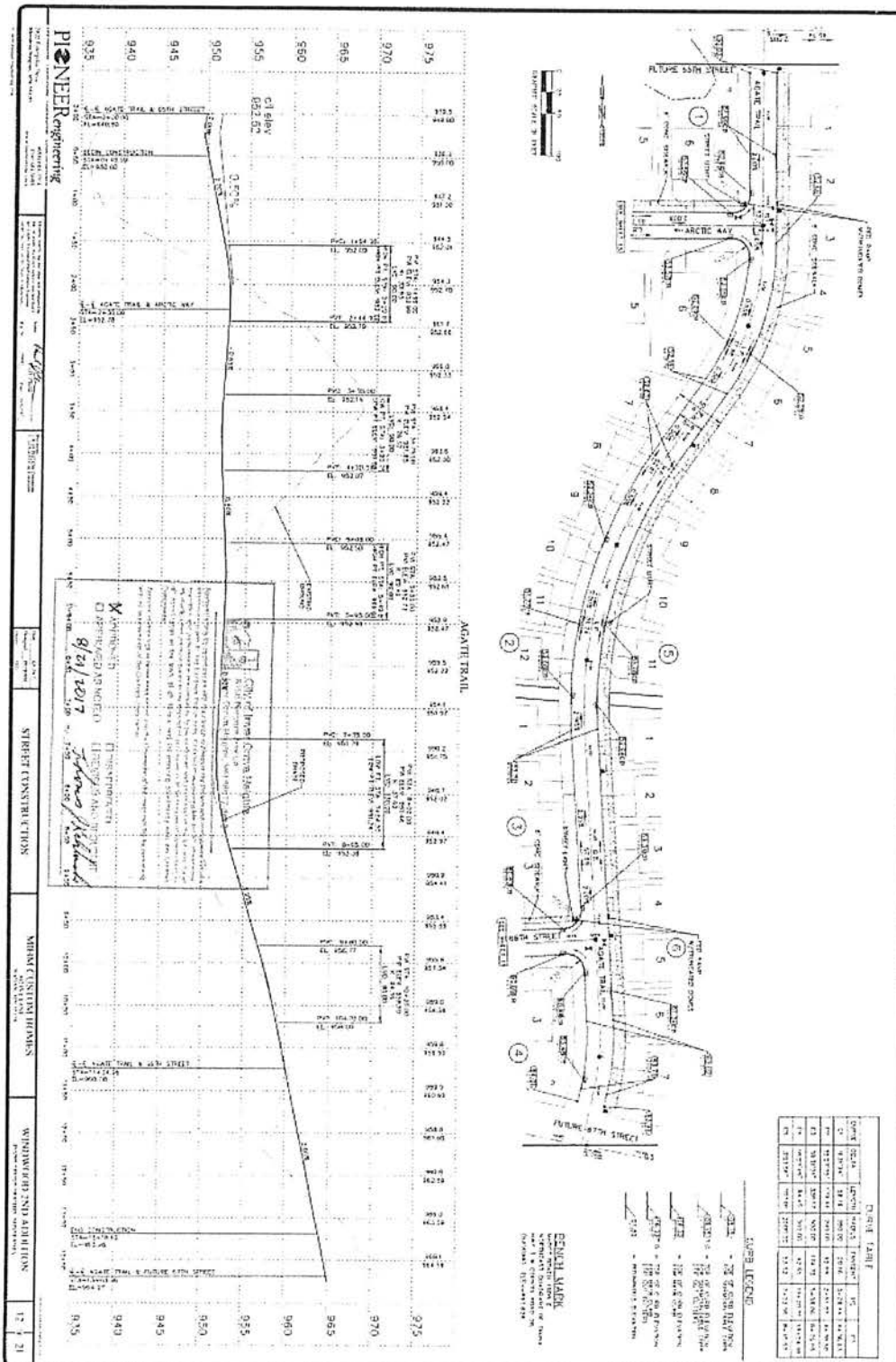
STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this 5th day of May, 2018, by Marilyn L. Murphy, a single person, a/k/a Marilyn Murphy, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.



Amy Williams
Notary Public

EXHIBIT A **65th STREET ELEVATION PLAN** **Change to Windwood 2nd Addition Grading Plan**



65th Street Profile Modifications

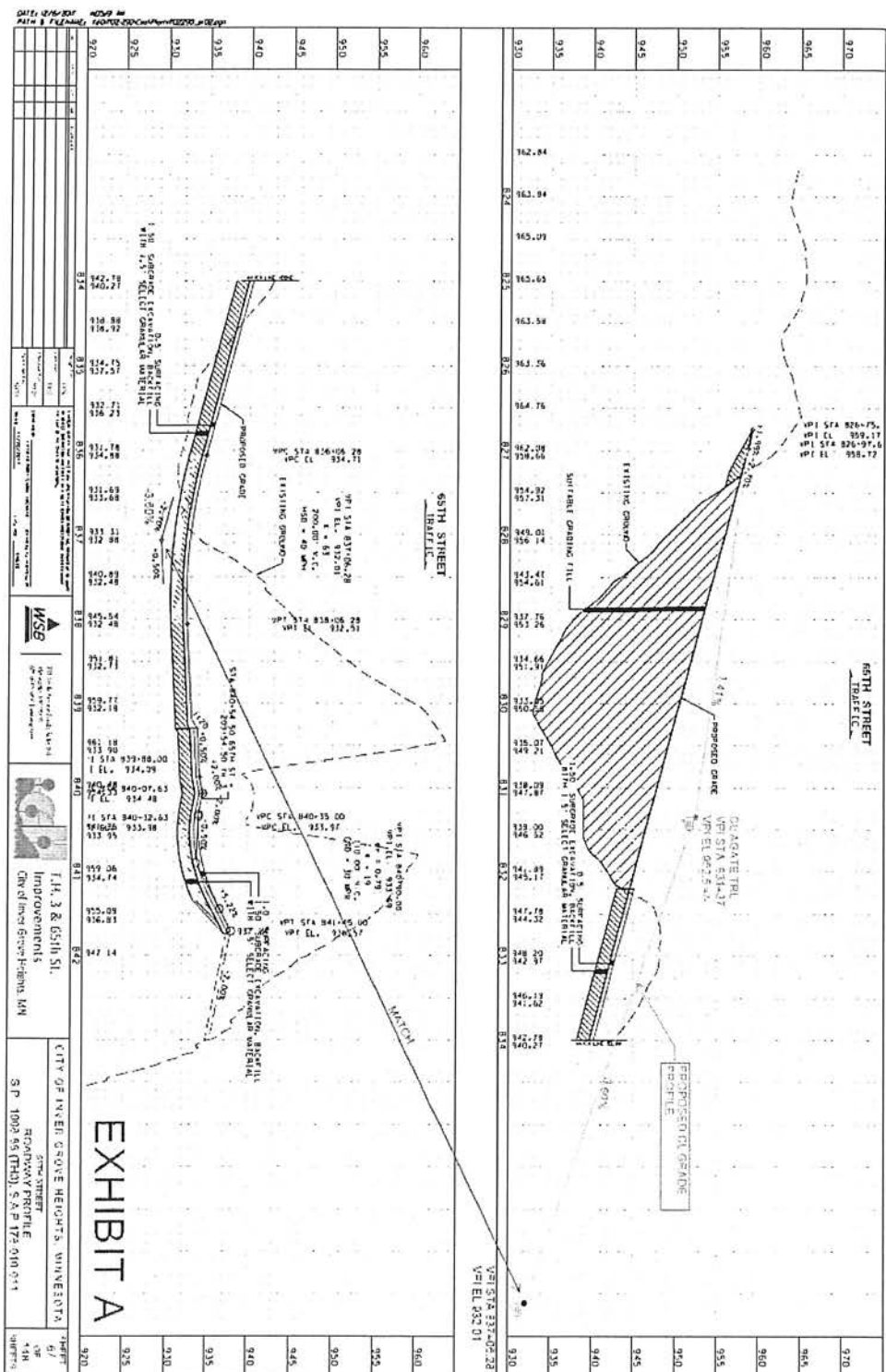
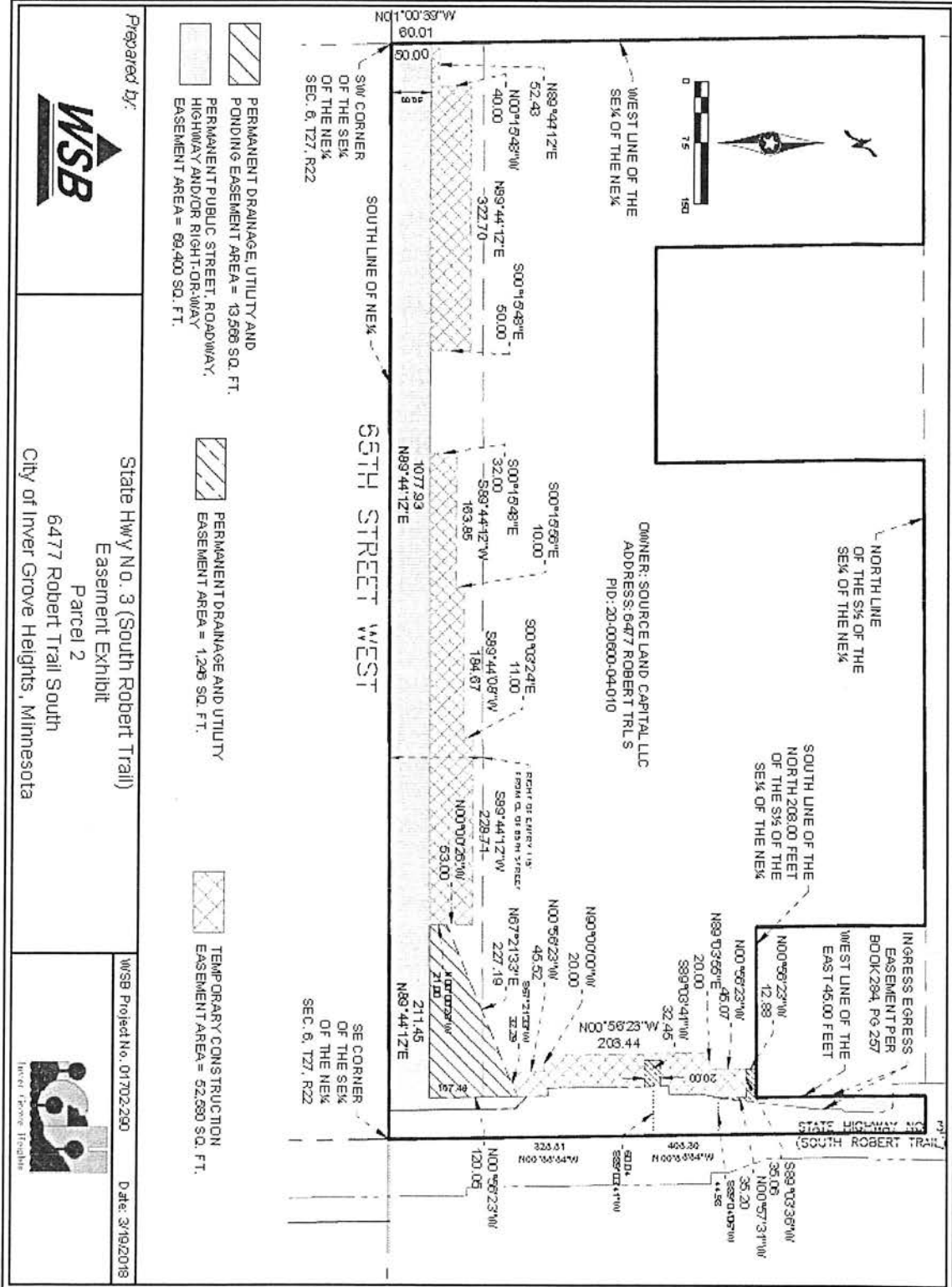


EXHIBIT B PROPERTY RIGHTS / EASEMENTS

3/19/2018 2:28 PM K:\01702-290\Survey\Easement\Parcel 2 new.dwg



DATE: 2/2/2018 6:07:03 PM
PATH: F:\JAMES\64073378\enr\enr-703-780_r1.dwg



**PERMANENT PUBLIC STREET, ROADWAY, HIGHWAY AND/OR
RIGHT-OF-WAY EASEMENT AND UTILITY AND DRAINAGE EASEMENT**

THIS EASEMENT is made, granted and conveyed this 5 day of May, 2018, by and between the City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as "City" and Source Land Capital, LLC, a Minnesota limited liability company, as Contract Vendee through a Contract for Deed with Marylin L. Murphy, a/k/a Marylin Murphy, a single person, recorded July 8, 2015 as Document No. 3077059 and Marylin L. Murphy, a/k/a Marylin Murphy, a single, as Contract Vendor and fee owner through a Contract for Deed with Source Land Capital, LLC, recorded July 8, 2015 as Document No. 3077059 (hereinafter individually and collectively referred to as "Landowner").

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 them 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 public street, roadway, highway and/or right-of-way purposes; 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 public street, roadway, highway and/or right-of-way, sanitary sewer, storm sewer, water mains, storm water facilities, above ground and below ground drainage facilities, any utilities, underground pipes, conduits, culverts, 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 public street, roadway, highway and/or right-of-way, sanitary sewer, storm sewer, water mains, storm water facilities, above ground and below ground 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 utility pipes, conduits, mains and above ground and below ground drainage facilities 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 or their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

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

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

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

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:

SOURCE LAND CAPITAL, LLC,
as Contract Vendee through a Contract
for Deed with Marylin L. Murphy, a/k/a
Marylin Murphy recorded July 8, 2015 as
Document No. 3077059

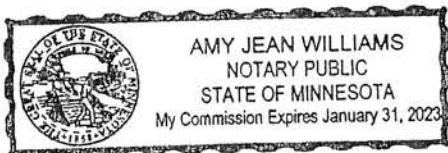
By:



Patrick Hiller
Its: Chief Financial Manager

STATE OF MINNESOTA)
)
COUNTY OF Dakota) ss.

On this 5th day of May, 2018, before me a Notary Public within and for said County, personally appeared Patrick Hiller to me personally known, who being by me duly sworn, did say that he is the Chief Financial Manager of Source Land Capital, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Source Land Capital, LLC by authority of the Board of Governors of the limited liability company.



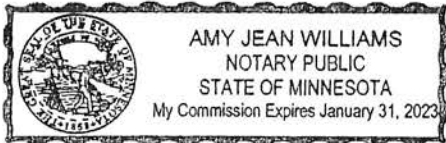

Notary Public

LANDOWNER:

Marilyn L. Murphy
Marilyn L. Murphy

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this 5th day of May, 2018, by Marilyn L. Murphy, a single person, a/k/a Marilyn Murphy, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.



Amy Williams
Notary Public

This instrument was drafted by:
Timothy J. Kuntz, #58993
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, #58993
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:

The South Half of the South Half of the East Half of the Northeast Quarter of Section 6, Township 27, Range 22, Dakota County, Minnesota, EXCEPT the East 263.70 feet of the West 516.70 feet of the North 330.38 feet of the South Half of the South Half of the East Half of the Northeast Quarter of said Section 6, together with an easement for ingress over a strip of land 15 feet on each side of the following described line: Beginning at a point 16.2 feet North of the Southeast corner of the above described tract; thence deflect Southeasterly 40 degrees 37 minutes for a distance of 220.7 feet; thence deflect right 88 degrees 57 minutes for a distance of 67.5 feet; thence deflect left 70 degrees 37 minutes for a distance of 82.5 feet more or less to the present farm entrance driveway, and together with an easement for ingress over the present farm entrance driveway Easterly to Robert Street; and Except commencing at a point 45 feet West of the Northeast corner of the South Half of the South half of the East Half of the Northeast Quarter of said Section 6; thence West 208 feet; thence South 208 feet; thence East 208 feet; thence North 208 feet to the point of beginning, together with an easement described as follows: All that part of the Easterly 45 feet of the Northerly 208 feet of the South Half of the South Half of the East Half of the Northeast Quarter of said Section 6 lying Westerly of the street or public highway, for roadway for ingress and egress.

EXHIBIT B
LEGAL DESCRIPTION AND DEPICTION OF PERMANENT EASEMENT AREA

A permanent easement for public street, roadway, highway and/or right-of-way purposes; utility and drainage purposes; and all such purposes ancillary, incident or related thereto, over, under, across, through and upon that portion of the Landowner's Property lying north of the south line of the Southeast Quarter of the Northeast Quarter of Section 6, Township 27, Range 22, Dakota County, Minnesota, westerly of the westerly Right of Way line of Trunk Highway No. 3, and southerly and easterly of the following described line: Commencing at the Southwest Corner of said Southeast Quarter of the Northeast Quarter of Section 6, Township 27, Range 22, Dakota County, Minnesota; thence North 01 degrees 00 minutes 39 seconds West, assumed bearing along the west line thereof, 50.00 feet to the point of beginning of the line to be described; thence North 89 degrees 44 minutes 12 seconds East, 1289.38 feet, parallel to the south line of the Southeast Quarter of the Northeast Quarter of Section 6, Township 27, Range 22, Dakota County, Minnesota; thence North 00 degrees 56 minutes 23 seconds West, 120.05 feet to said westerly Right of Way line and there terminating;

AND

A permanent easement for public street, roadway, highway and/or right-of-way purposes; utility and drainage purposes; and all such purposes ancillary, incident or related thereto, over, under, across, through and upon that portion of the Landowner's Property lying north of the south line of the North 208.00 feet of the South Half of the Southeast Quarter of the Northeast Quarter Section, 6, Township 27, Range 22, Dakota County, Minnesota, southerly and westerly of the westerly Right of Way line of Trunk Highway No. 3, and easterly of the East 45.00 feet of said South Half of the Southeast Quarter of the Northeast Quarter of Section 6, Township 27, Range 22, Dakota County, Minnesota.

PERMANENT UTILITY AND DRAINAGE EASEMENT

THIS PERMANENT UTILITY AND DRAINAGE EASEMENT ("Easement") is made, granted and conveyed this 5 day of May, 2018, by and between the City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as "City" and Source Land Capital, LLC, a Minnesota limited liability company, as Contract Vendee through a Contract for Deed with Marylin L. Murphy, a/k/a Marylin Murphy, a single person, recorded July 8, 2015 as Document No. 3077059 and Marylin L. Murphy, a/k/a Marylin Murphy, a single, as Contract Vendor and fee owner through a Contract for Deed with Source Land Capital, LLC, recorded July 8, 2015 as Document No. 3077059 (hereinafter individually and collectively referred to as "Landowner").

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 them 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 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, storm sewer, water mains, storm water facilities, above ground and below ground drainage facilities, any utilities, underground pipes, conduits, culverts, 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, storm sewer, water mains, storm water facilities, above ground and below ground 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 utility pipes, conduits, mains and above ground and below ground drainage facilities 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 or his 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 on Exhibit B and they have good right to grant and convey the Permanent Easement herein to the City.

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

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

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:

SOURCE LAND CAPITAL, LLC,
as Contract Vendee through a Contract
for Deed with Marilyn L. Murphy, a/k/a
Marilyn Murphy recorded July 8, 2015 as
Document No. 3077059

By:



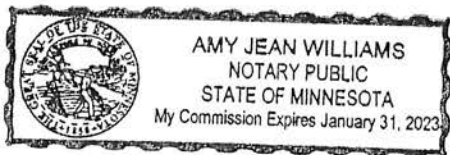
Patrick Hiller
Its: Chief Financial Manager

STATE OF MINNESOTA)

COUNTY OF Dakota)

ss.

On this 3rd day of May, 2018, before me a Notary Public within and for said County, personally appeared Patrick Hiller to me personally known, who being by me duly sworn, did say that he is the Chief Financial Manager of Source Land Capital, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Source Land Capital, LLC by authority of the Board of Governors of the limited liability company.





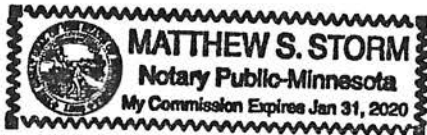
Notary Public

LANDOWNER:

Marylin L. Murphy
Marylin L. Murphy

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 5th day of MAY, 2018, by Marylin L. Murphy, a single person, a/k/a Marylin Murphy, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.



Matthew A. Storm
Notary Public

This instrument was drafted by:
Timothy J. Kuntz, #58993
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, #58993
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:

The South Half of the South Half of the East Half of the Northeast Quarter of Section 6, Township 27, Range 22, Dakota County, Minnesota, EXCEPT the East 263.70 feet of the West 516.70 feet of the North 330.38 feet of the South Half of the South Half of the East Half of the Northeast Quarter of said Section 6, together with an easement for ingress over a strip of land 15 feet on each side of the following described line: Beginning at a point 16.2 feet North of the Southeast corner of the above described tract; thence deflect Southeasterly 40 degrees 37 minutes for a distance of 220.7 feet; thence deflect right 88 degrees 57 minutes for a distance of 67.5 feet; thence deflect left 70 degrees 37 minutes for a distance of 82.5 feet more or less to the present farm entrance driveway, and together with an easement for ingress over the present farm entrance driveway Easterly to Robert Street; and Except commencing at a point 45 feet West of the Northeast corner of the South Half of the South half of the East Half of the Northeast Quarter of said Section 6; thence West 208 feet; thence South 208 feet; thence East 208 feet; thence North 208 feet to the point of beginning, together with an easement described as follows: All that part of the Easterly 45 feet of the Northerly 208 feet of the South Half of the South Half of the East Half of the Northeast Quarter of said Section 6 lying Westerly of the street or public highway, for roadway for ingress and egress.

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

A 20.00 foot wide permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto over, under, across, through and upon that portion of the Landowner's Property, the centerline of which is described as follows: Commencing at the Southeast Corner of the Southeast Quarter of the Northeast Quarter of Section 6, Township 27, Range 22, Dakota County, Minnesota; thence North 00 degrees 55 minutes 54 seconds West, assumed bearing along the east line thereof, 325.51 feet; thence South 89 degrees 03 minutes 41 seconds West, 60.04 feet to the westerly Right of Way line of Trunk Highway No. 3, and the point of beginning of the centerline to be described; thence continue South 89 degrees 03 minutes 41 seconds West, 32.45 feet and there terminating; the sidelines of said easement are to be prolonged or shortened to terminate on the westerly Right of Line of Trunk Highway No. 3;

AND

A permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto over, under, across, through and upon that portion of the Landowner's Property lying southerly of the south line of the North 208.00 feet of the South Half of the Southeast Quarter of the Northeast Quarter of Section 6, Township 27, Range 22, Dakota County, Minnesota, westerly of the westerly Right of Way line of Trunk Highway No. 3, and easterly and northerly of the following described line: Commencing at the Southeast Corner of the Southeast Quarter of the Northeast Quarter of Section 6, Township 27, Range 22, Dakota County, Minnesota; thence North 00 degrees 55 minutes 54 seconds West, assumed bearing along the east line thereof, 405.30 feet; thence South 89 degrees 04 minutes 06 seconds West, 44.98 feet to the westerly Right of Way line of Trunk Highway No. 3, and the point of beginning of the line to be described; thence North 00 degrees 57 minutes 31 seconds West, 35.20 feet; thence South 89 degrees 03 minutes 36 seconds West, 35.06 feet; thence North 00 degrees 56 minutes 23 seconds West, 12.88 feet to the south line of said North 208.00 feet and there terminating.

**PERMANENT DRAINAGE, UTILITY, STORMWATER PONDING
AND STORMWATER FACILITIES EASEMENT**

THIS PERMANENT DRAINAGE, UTILITY, STORMWATER PONDING AND STORMWATER FACILITIES EASEMENT (Easement) is made, granted and conveyed this 5 day of May, 2018, between the City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as "City" and **Source Land Capital, LLC**, a Minnesota limited liability company, as Contract Vendee through a Contract for Deed with Marylin L. Murphy, a/k/a Marylin Murphy, a single person, recorded July 8, 2015 as Document No. 3077059 and **Marylin L. Murphy**, a/k/a Marylin Murphy, a single, as Contract Vendor and fee owner through a Contract for Deed with Source Land Capital, LLC, recorded July 8, 2015 as Document No. 3077059 (hereinafter individually and collectively referred to as "Landowner").

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 it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

Permanent easements for the purpose of drainage, utilities, stormwater ponding, stormwater collection, stormwater control improvements, storm water treatment and stormwater facilities and all such purposes ancillary, incident or related thereto (hereinafter collectively referred to as the "**Permanent Easement**") under, over, across, through and upon that real property legally described on **Exhibit B** (hereinafter collectively referred to as 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 utilities, drainage pipes, stormwater

pipes, stormwater ponds, stormwater collection facilities, stormwater facilities, stormwater control improvements, stormwater treatment facilities, sanitary sewer mains, water mains and ground surface drainage ways and any 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 utilities, drainage pipes, storm water pipes, stormwater ponds, stormwater collection facilities, stormwater facilities, stormwater control improvements, storm water treatment facilities, sanitary sewer mains, water mains, and ground surface drainage ways and any 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, its

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 on Exhibit B and that they have good right to grant and convey the Permanent Easement herein to the City.

[Remainder of page intentionally left blank]

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:

Michelle Tesser, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:

SOURCE LAND CAPITAL, LLC,
as Contract Vendee through a Contract
for Deed with Marilyn L. Murphy, a/k/a
Marilyn Murphy recorded July 8, 2015 as
Document No. 3077059

By:



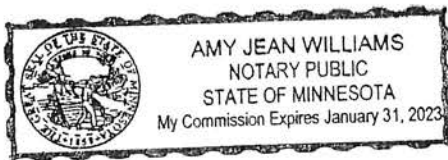
Patrick Hiller
Its: Chief Financial Manager

STATE OF MINNESOTA)

COUNTY OF Dakota)

ss.

On this 5th day of May, 2018, before me a Notary Public within and for said County, personally appeared Patrick Hiller to me personally known, who being by me duly sworn, did say that he is the Chief Financial Manager of Source Land Capital, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Source Land Capital, LLC by authority of the Board of Governors of the limited liability company.





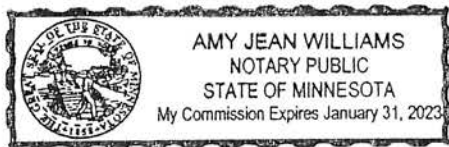
Notary Public

LANDOWNER:

Marylin L. Murphy
Marylin L. Murphy

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this 5th day of May, 2018, by Marylin L. Murphy, a single person, a/k/a Marylin Murphy, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.



Amy Williams
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:

The South Half of the South Half of the East Half of the Northeast Quarter of Section 6, Township 27, Range 22, Dakota County, Minnesota, EXCEPT the East 263.70 feet of the West 516.70 feet of the North 330.38 feet of the South Half of the South Half of the East Half of the Northeast Quarter of said Section 6, together with an easement for ingress over a strip of land 15 feet on each side of the following described line: Beginning at a point 16.2 feet North of the Southeast corner of the above described tract; thence deflect Southeasterly 40 degrees 37 minutes for a distance of 220.7 feet; thence deflect right 88 degrees 57 minutes for a distance of 67.5 feet; thence deflect left 70 degrees 37 minutes for a distance of 82.5 feet more or less to the present farm entrance driveway, and together with an easement for ingress over the present farm entrance driveway Easterly to Robert Street; and Except commencing at a point 45 feet West of the Northeast corner of the South Half of the South half of the East Half of the Northeast Quarter of said Section 6; thence West 208 feet; thence South 208 feet; thence East 208 feet; thence North 208 feet to the point of beginning, together with an easement described as follows: All that part of the Easterly 45 feet of the Northerly 208 feet of the South Half of the South Half of the East Half of the Northeast Quarter of said Section 6 lying Westerly of the street or public highway, for roadway for ingress and egress.

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

A permanent easement for the purpose of drainage, utilities, stormwater ponding, stormwater collection, stormwater control improvements, storm water treatment and stormwater facilities and all such purposes ancillary, incident or related thereto over, under, across, through and upon that portion of the Landowner's Property lying north of the north line of the South 50.00 feet of the Southeast Quarter of the Northeast Quarter of Section 6, Township 27, Range 22, Dakota County, Minnesota, and westerly, easterly and southerly of the following described line: Commencing at the Southwest Corner of said Southeast Quarter of the Northeast Quarter; thence North 01 degrees 00 minutes 39 seconds West, assumed bearing along the west line thereof, 50.00 feet to the north line of the South 50.00 feet of said Southeast Quarter of the Northeast Quarter; thence North 89 degrees 44 minutes 12 seconds East, along said north line, 1077.93 feet to the point of beginning of the line to be described; thence North 00 degrees 00 minutes 26 seconds West, 21.00 feet; thence North 67 degrees 21 minutes 33 seconds East, 227.19 feet to the west line of the East 50.00 feet of said Southeast Quarter of the Northeast Quarter; thence South 00 degrees 56 minutes 23 seconds West, along said west line, 107.49 feet to the north line of said South 50.00 feet and there terminating.

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is made, granted and conveyed this 5 day of May, 2018, between the City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as "City" and **Source Land Capital, LLC**, a Minnesota limited liability company, as Contract Vendee through a Contract for Deed with Marylin L. Murphy, a/k/a Marylin Murphy, a single person, recorded July 8, 2015 as Document No. 3077059 and **Marylin L. Murphy**, a/k/a Marylin Murphy, a single, as Contract Vendor and fee owner through a Contract for Deed with Source Land Capital, LLC, recorded July 8, 2015 as Document No. 3077059 (hereinafter individually and collectively referred to as "Landowner").

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

The Landowner for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

A temporary non-exclusive easement for grading, sloping, re-contouring, filling, excavation, drainage, slope establishment, soil stabilization, lateral support and construction purposes, and all such purposes ancillary, incident or related thereto (hereinafter "**Temporary Easement**") under, over, across, through and upon that real property identified and legally described on **Exhibit B**, (hereinafter the "**Temporary Easement Area**") attached hereto and incorporated herein by reference.

This Temporary Easement shall automatically expire on **December 31, 2019**.

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 Temporary Easement Area during the term of its existence for the purposes of construction, inspection, grading, sloping, and restoration relating to the purposes of this Temporary Construction Easement; and
- b.) to maintain the Temporary Easement Area during the term of its existence, together with the right to excavate and refill ditches or trenches; and
- c.) to remove from the Temporary Easement Area during the term of its existence trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location and construction of City Project No. 2015-09D and to deposit earthen material in and upon the Temporary Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Temporary Easement Area during the term of its existence 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 Temporary 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 a third party or 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 Temporary Easement Area described on Exhibit B and they have good right to grant and convey the Temporary Easement herein to the City.

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

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

LANDOWNER:

SOURCE LAND CAPITAL, LLC,
as Contract Vendee through a Contract
for Deed with Marilyn L. Murphy, a/k/a
Marilyn Murphy recorded July 8, 2015 as
Document No. 3077059

By: _____

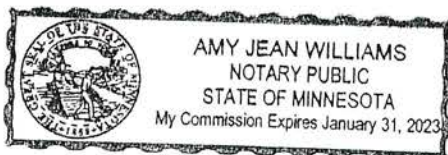
Patrick Hiller
Its: Chief Financial Manager

STATE OF MINNESOTA)

COUNTY OF Dakota)

ss.

On this 5th day of May, 2018, before me a Notary Public within and for said County, personally appeared Patrick Hiller to me personally known, who being by me duly sworn, did say that he is the Chief Financial Manager of Source Land Capital, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Source Land Capital, LLC by authority of the Board of Governors of the limited liability company.



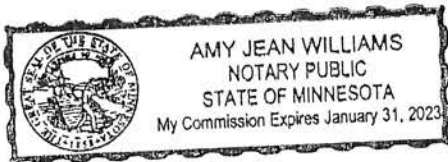
Notary Public

LANDOWNER:

Marilyn L. Murphy
Marilyn L. Murphy

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 5th day of May, 2018, by Marilyn L. Murphy, a single person, a/k/a Marilyn Murphy, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.



Amy Williams
Notary Public

CITY OF INVER GROVE HEIGHTS:

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

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

After recording, please return to:
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
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EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

The South Half of the South Half of the East Half of the Northeast Quarter of Section 6, Township 27, Range 22, Dakota County, Minnesota, EXCEPT the East 263.70 feet of the West 516.70 feet of the North 330.38 feet of the South Half of the South Half of the East Half of the Northeast Quarter of said Section 6, together with an easement for ingress over a strip of land 15 feet on each side of the following described line: Beginning at a point 16.2 feet North of the Southeast corner of the above described tract; thence deflect Southeasterly 40 degrees 37 minutes for a distance of 220.7 feet; thence deflect right 88 degrees 57 minutes for a distance of 67.5 feet; thence deflect left 70 degrees 37 minutes for a distance of 82.5 feet more or less to the present farm entrance driveway, and together with an easement for ingress over the present farm entrance driveway Easterly to Robert Street; and Except commencing at a point 45 feet West of the Northeast corner of the South Half of the South half of the East Half of the Northeast Quarter of said Section 6; thence West 208 feet; thence South 208 feet; thence East 208 feet; thence North 208 feet to the point of beginning, together with an easement described as follows: All that part of the Easterly 45 feet of the Northerly 208 feet of the South Half of the South Half of the East Half of the Northeast Quarter of said Section 6 lying Westerly of the street or public highway, for roadway for ingress and egress.

EXHIBIT B
LEGAL DESCRIPTION OF TEMPORARY EASEMENT AREA

A temporary easement for grading, sloping, re-contouring, filling, excavation, drainage, slope establishment, soil stabilization, lateral support and construction purposes over, under, across, through and upon that portion of the Landowner's Property lying north of the north line of the South 50.00 feet of the Southeast Quarter of the Northeast Quarter of Section 6, Township 27, Range 22, Dakota County, Minnesota, and westerly, southerly, and easterly of the following described line: Commencing at the Southwest Corner of said Southeast Quarter of the Northeast Quarter; thence North 01 degrees 00 minutes 39 seconds West, assumed bearing along the west line thereof, 50.00 feet; thence North 89 degrees 44 minutes 12 seconds East, parallel to the south line of said Southeast Quarter of the Northeast Quarter, 1077.93 feet to the point of beginning of the line to be described; thence North 00 degrees 00 minutes 26 seconds West, 53.00 feet; thence South 89 degrees 44 minutes 12 seconds West, 228.71 feet; thence South 00 degrees 03 minutes 24 seconds East, 11.00 feet; thence South 89 degrees 44 minutes 08 seconds West, 184.67 feet; thence South 00 degrees 15 minutes 56 seconds East, 10.00 feet; thence South 89 degrees 44 minutes 12 seconds West, 163.85 feet; thence South 00 degrees 15 minutes 48 seconds East, 32.00 feet to said north line of the South 50.00 feet and there terminating;

AND

A temporary easement for grading, sloping, re-contouring, filling, excavation, drainage, slope establishment, soil stabilization, lateral support and construction purposes over, under, across, through and upon that portion of the Landowner's Property lying north of the north line of the South 50.00 feet of the Southeast Quarter of the Northeast Quarter of Section 6, Township 27, Range 22, Dakota County, Minnesota and easterly, southerly, and westerly of the following described line: Commencing at the Southwest Corner of said Southeast Quarter of the Northeast Quarter; thence North 01 degrees 00 minutes 39 seconds West, assumed bearing along the west line thereof, 60.01 feet to the point of beginning of the line to be described; thence North 89 degrees 44 minutes 12 seconds East, 52.43 feet; thence North 00 degrees 15 minutes 48 seconds West, 40.00 feet; thence North 89 degrees 44 minutes 12 seconds East, 322.70 feet; thence South 00 degrees 15 minutes 48 seconds East, 50.00 feet to said north line of the South 50.00 feet and there terminating;

AND

A temporary easement for grading, sloping, re-contouring, filling, excavation, drainage, slope establishment, soil stabilization, lateral support and construction purposes over, under, across, through and upon that portion of the Landowner's

Property lying westerly of the westerly Right of Way line of Trunk Highway No. 3 and northerly and easterly of the following described line: Commencing at the Southwest Corner of the South Half of the Southeast Quarter of the Northeast Quarter of Section 6, Township 27, Range 22, Dakota County, Minnesota; thence North 01 degrees 00 minutes 39 seconds West, assumed bearing along the west line of said Southeast Quarter of the Northeast Quarter, 50.00 feet; thence North 89 degrees 44 minutes 12 seconds East, parallel to the south line of said Southeast Quarter of the Northeast Quarter, 1289.38 feet to the west line of the East 50.00 feet of said Southeast Quarter of the Northeast Quarter; thence North 00 degrees 56 minutes 23 seconds West, along said west line, 107.49 feet to the point of beginning of the line to be described; thence South 67 degrees 21 minutes 33 seconds West, 32.29 feet; thence North 00 degrees 56 minutes 23 seconds West, 45.52 feet; thence North 90 degrees 00 minutes 00 seconds West, 20.00 feet; thence North 00 degrees 56 minutes 23 seconds West, 203.44 feet; thence North 89 degrees 03 minutes 55 seconds East, 20.00 feet; thence North 00 degrees 56 minutes 23 seconds West, 45.07 feet; thence North 89 degrees 03 minutes 36 seconds East, 35.06 feet; thence South 00 degrees 57 minutes 31 seconds East, 35.20 feet to said Westerly Right of Way line and there terminating.

Excepting therefrom a strip of land 20.00 feet in width, the centerline of which is described as follows: Commencing at the Southeast Corner of the Southeast Quarter of the Northeast Quarter of Section 6, Township 27, Range 22, Dakota County, Minnesota; thence North 00 degrees 55 minutes 54 seconds West, assumed bearing along the east line thereof, 325.51 feet; thence South 89 degrees 03 minutes 41 seconds West, 60.04 feet to the westerly Right of Way line of Trunk Highway No. 3, and the point of beginning of the centerline to be described; thence continue South 89 degrees 03 minutes 41 seconds West, 32.45 feet and there terminating;

The sidelines of said easement are to be prolonged or shortened to terminate on the westerly Right of Line of Trunk Highway No. 3.

Right of Entry and Waiver of Trespass

THIS AGREEMENT, made this 5 day of May, 2018, by and between the City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as "City" and Source Land Capital, LLC, a Minnesota limited liability company, as Contract Vendee through a Contract for Deed with Marylin L. Murphy, a/k/a Marylin Murphy, a single person, recorded July 8, 2015 as Document No. 3077059 and Marylin L. Murphy, a/k/a Marylin Murphy, a single, as Contract Vendor and fee owner through a Contract for Deed with Source Land Capital, LLC, recorded July 8, 2015 as Document No. 3077059 (hereinafter individually and collectively referred to as "Owner") of the Subject Property as herein defined.

Recitals

- A. The City is in the process of initiating construction of City Project No. 2017-24 (T.H. 3 Intersection Improvements for the 65th Street Project) and City Project No. 2017-03 (NWA Trunk Watermain Improvements 65th Street Loop (Phase 3 of 2015-12) to Blackstone Ridge) (the ("**Project**").
- B. Owner owns the real property situate in the City of Inver Grove Heights, County of Dakota and State of Minnesota, described on the attached **Exhibit A** ("**Subject Property**").
- C. The plans and specifications ("Plans") for the Project are on file with the City's Director of Public Works and the City intends that insofar as the Subject Property is concerned the City shall construct the Project according to the Plans on file with the City's Director of Public Works.
- D. In order to construct the Project, it is necessary that the City, its agents, servants, representatives and contractors enter upon the Subject Property.
- E. It is in the best interest of the City and the Owner that, until December 31, 2021, the City be able to access the southerly one-hundred fifteen feet (115') of the Subject Property; which location is shown on **Exhibit B**, attached hereto and incorporated

herein by reference, (hereinafter “**Work Area**”) for the Project.

Agreement

In consideration of the premises contained herein and for valuable consideration the receipt of which is hereby acknowledged, it is agreed by the parties that:

- 1) The Owner grants to the City, its agents, servants, representatives and contractors (“**Authorized Parties**”) the right, privilege and license to enter upon the Work Area located within the Subject Property during the term of this Agreement for the purposes of ingress and egress, construction, inspection, maintenance, repair, replacement, grading, sloping, and restoration relating to the work and improvements shown on the Plans for the Project (hereinafter collectively referred to herein as the “**Improvements**”). The rights of the City also include the right of the City, its contractors, agents and servants: to excavate, slope, grade and refill areas within the Work Area located within the Subject Property relating to the work and Improvements shown on the Plans and to remove or otherwise dispose of all earth or other material excavated from within the Work Area located within the Subject Property as may be necessary for the location, construction and maintenance of the work and improvements shown on the Plans.
- 2) The Owner grants to the Authorized Parties the right, privilege and license to remove from the Work Area located within the Subject Property any trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the rights of ingress and egress or interfering with the construction, maintenance, repair and replacement of the Project granted in paragraph 1. The Authorized Parties shall use reasonable efforts to avoid the destruction of any trees within the Work Area, provided, however, Authorized Parties shall have no obligation whatsoever to repair or replace any trees, brush, herbage, undergrowth and other obstructions interfering with the rights of ingress and egress or interfering with the construction, maintenance, repair and replacement of the Project granted in paragraph 1 that were removed by the Authorized Parties.
- 3) The Owner waives all actions, causes of action and claims against the City, its agents, servants, representatives, and contractors for trespass on the Subject Property.
- 4) The rights, privileges and licenses granted to the Authorized Parties in Paragraphs No. 1 and No. 2 hereof shall expire and terminate upon the completion of the Project.
- 5) The Owner covenants, represents, warrants and agrees with and to the City that it is well seized in fee of the Subject Property and has good right to grant to the City the rights, privileges and licenses stated herein.

- 6) 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 Subject Property prior to the date hereof.
- 7) 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 Owner, their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.
- 8) Owner, for itself and its successors and assigns hereby waives and forever releases the Authorized Parties from all liability and claims, causes of action or proceedings relating in any manner whatsoever to compensation, interest, costs, engineering, appraisal or attorney's fees, based upon theories of condemnation, takings, inverse condemnation, negligence or trespass or any other theories of law resulting from, related to, or caused by the Authorized Parties' use of the Subject Property as allowed by Paragraphs No. 1 and No. 2.
- 9) Owner, for itself and its successors and assigns hereby covenants not to sue the Authorized Parties for any claim for damages relating in any manner whatsoever to compensation, interest, costs, engineering, appraisal or attorney's fees, based upon theories of condemnation, takings, inverse condemnation, or trespass resulting from, related to the Authorized Parties' use of the Subject Property as allowed by Paragraph No. 1 and No. 2.
- 10) **NOTHING CONTAINED HEREIN SHALL BE DEEMED OR CONSTRUED TO GRANT TO THE AUTHORIZED PARTIES A TEMPORARY OR PERMANENT EASEMENT, OR FEE TITLE INTEREST, IN, OVER, ACROSS, THROUGH OR UNDER THE SUBJECT PROPERTY.**

The undersigned Owner and the City have caused this Agreement to be executed as of the day and year set forth above.

[Remainder of page intentionally left blank]

[Signature page to Right of Entry and Waiver of Trespass]

OWNER:

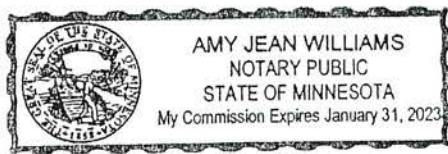
SOURCE LAND CAPITAL, LLC,
as Contract Vendee through a Contract
for Deed with Marylin L. Murphy, a/k/a
Marylin Murphy recorded July 8, 2015 as
Document No. 3077059

By: _____

Patrick Hiller
Its: Chief Financial Manager

STATE OF MINNESOTA)
)
COUNTY OF Dakota) ss.

On this 5th day of May, 2018, before me a Notary Public within and for said County, personally appeared Patrick Hiller to me personally known, who being by me duly sworn, did say that he is the Chief Financial Manager of Source Land Capital, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Source Land Capital, LLC by authority of the Board of Governors of the limited liability company.



Amy Williams
Notary Public

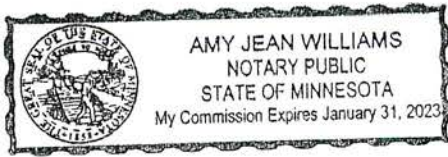
[Signature page to Right of Entry and Waiver of Trespass]

OWNER:

Marylin L. Murphy
Marylin L. Murphy

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 5th day of May, 2018, by Marylin L. Murphy, a single person, a/k/a Marylin Murphy, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.



Amy Williams
Notary Public

[Signature page of City of Inver Grove Heights to Right of Entry and Waiver of Trespass]

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

By: _____
Michelle Tesser, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

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

EXHIBIT A

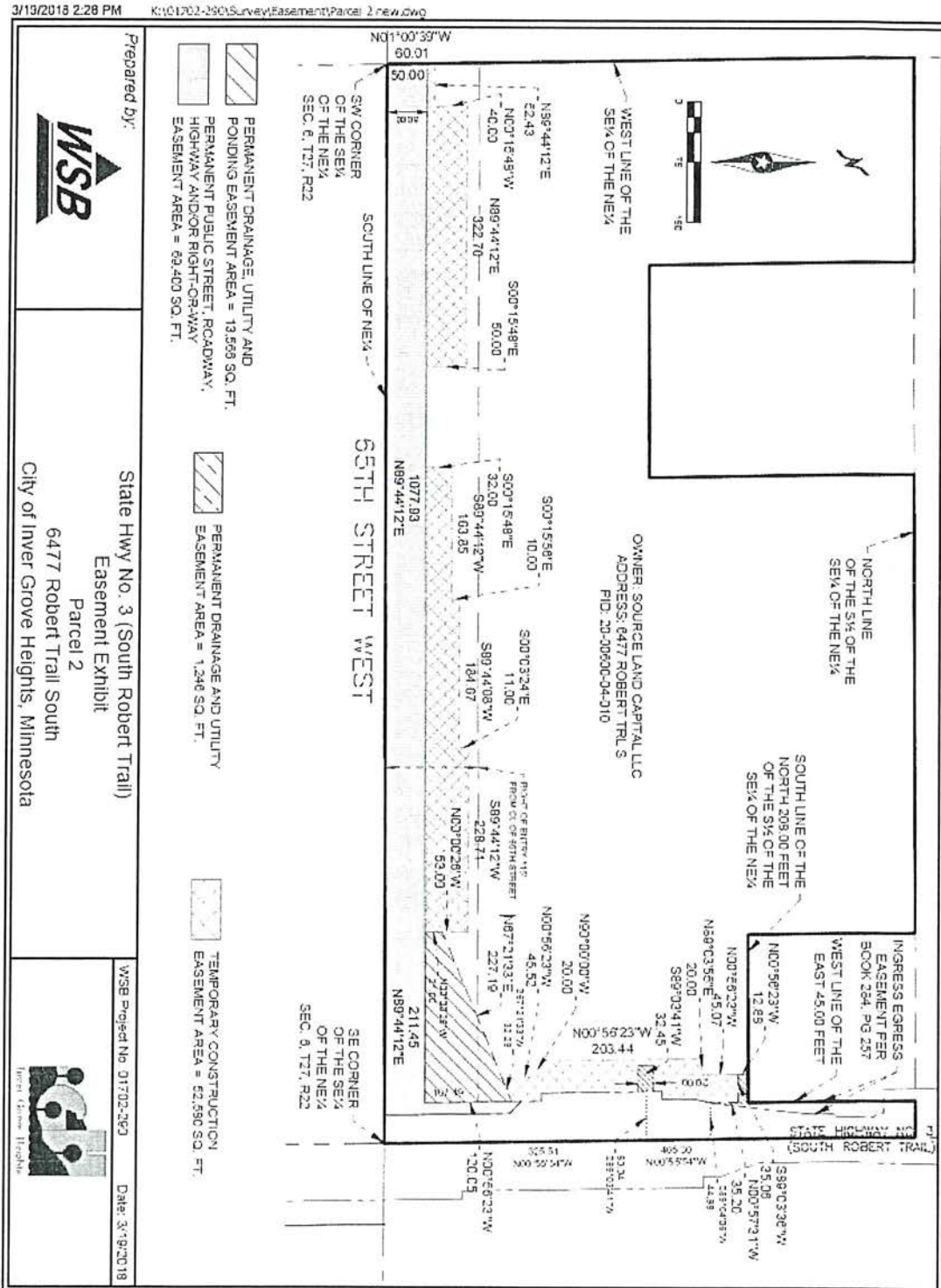
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

The South Half of the South Half of the East Half of the Northeast Quarter of Section 6, Township 27, Range 22, Dakota County, Minnesota, EXCEPT the East 263.70 feet of the West 516.70 feet of the North 330.38 feet of the South Half of the South Half of the East Half of the Northeast Quarter of said Section 6, together with an easement for ingress over a strip of land 15 feet on each side of the following described line: Beginning at a point 16.2 feet North of the Southeast corner of the above described tract; thence deflect Southeasterly 40 degrees 37 minutes for a distance of 220.7 feet; thence deflect right 88 degrees 57 minutes for a distance of 67.5 feet; thence deflect left 70 degrees 37 minutes for a distance of 82.5 feet more or less to the present farm entrance driveway, and together with an easement for ingress over the present farm entrance driveway Easterly to Robert Street; and Except commencing at a point 45 feet West of the Northeast corner of the South Half of the South half of the East Half of the Northeast Quarter of said Section 6; thence West 208 feet; thence South 208 feet; thence East 208 feet; thence North 208 feet to the point of beginning, together with an easement described as follows: All that part of the Easterly 45 feet of the Northerly 208 feet of the South Half of the South Half of the East Half of the Northeast Quarter of said Section 6 lying Westerly of the street or public highway, for roadway for ingress and egress.

Abstract Property

DEPICTION OF WORK AREA



ACCESS RIGHTS QUIT CLAIM DEED

STATE DEED TAX DUE HEREON: \$1.65

Date: May 5, ²⁰¹⁸~~2017~~.

FOR VALUABLE CONSIDERATION, **Source Land Capital, LLC**, a Minnesota limited liability company, as Contract Vendee through a Contract for Deed with Marylin L. Murphy, a/k/a Marylin Murphy, a single person, recorded July 8, 2015 as Document No. 3077059 and **Marylin L. Murphy**, a/k/a Marylin Murphy, a single, as Contract Vendor and fee owner through a Contract for Deed with Source Land Capital, LLC, recorded July 8, 2015 as Document No. 3077059 (hereinafter individually and collectively referred to as "Grantor") hereby conveys and quitclaims to the **City of Inver Grove Heights**, a municipal corporation under the laws of Minnesota, ("Grantee"), real property in Dakota County, Minnesota, legally described as follows:

All rights of access, including all rights of ingress and egress, to and from State Highway No. 3 (also known as South Robert Trail), to and from that part of PARCEL A (legally described below) lying south of a line parallel with and distant 208 feet south of the North Line of the South Half of the East Half of the Northeast Quarter of Section 6, Township 27, Range 22, Dakota County, Minnesota:

PARCEL A:

The South Half of the South Half of the East Half of the Northeast Quarter of Section 6, Township 27, Range 22, Dakota County, Minnesota,

EXCEPT the East 263.70 feet of the West 516.70 feet of the North 330.38 feet of the South Half of the South Half of the East Half of the Northeast Quarter of said Section 6, together with an easement for ingress over a strip of land 15 feet on each side of the following described line: Beginning at a point 16.2 feet North of the Southeast corner of the above described tract; thence deflect Southeasterly 40 degrees 37 minutes for a distance of 220.7 feet; thence deflect right 88 degrees 57 minutes for a distance of 67.5 feet; thence deflect left 70 degrees 37 minutes for a

distance of 82.5 feet more or less to the present farm entrance driveway, and together with an easement for ingress over the present farm entrance driveway Easterly to Robert Street; and

EXCEPT commencing at a point 45 feet West of the Northeast corner of the South Half of the South half of the East Half of the Northeast Quarter of said Section 6; thence West 208 feet; thence South 208 feet; thence East 208 feet; thence North 208 feet to the point of beginning, together with an easement described as follows: All that part of the Easterly 45 feet of the Northerly 208 feet of the South Half of the South Half of the East Half of the Northeast Quarter of said Section 6 lying Westerly of the street or public highway, for roadway for ingress and egress.

The total consideration for this transaction is \$500.00 or less.

Check here if part or all of the land is Registered (Torrens) []

together with all hereditaments and appurtenances belonging thereto.

Check if applicable:

- ☐ The Seller certifies that the Seller does not know of any wells located on the above-real property.
- ☒ A well disclosure certificate accompanies this document.
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

[Remainder of page intentionally left blank]

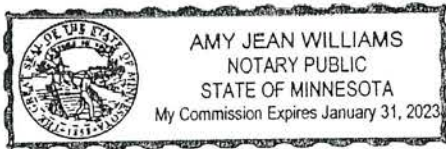
SOURCE LAND CAPITAL, LLC,
as Contract Vendee through a Contract
for Deed with Marylin L. Murphy, a/k/a
Marylin Murphy recorded July 8, 2015 as
Document No. 3077059

By:


Patrick Hiller
Its: Chief Financial Manager

STATE OF MINNESOTA)
)
COUNTY OF Dakota) ss.

On this 5th day of May, ~~2017~~²⁰¹⁸, before me a Notary Public within and for
said County, personally appeared Patrick Hiller to me personally known, who being by me duly
sworn, did say that he is the Chief Financial Manager of Source Land Capital, LLC, a Minnesota
limited liability company, and that the foregoing instrument was executed on behalf of Source
Land Capital, LLC by authority of the Board of Governors of the limited liability company.



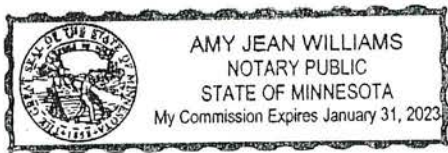

Notary Public

LANDOWNER:

Marilyn L. Murphy
Marilyn L. Murphy

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

~~2017~~²⁰¹⁸ The foregoing instrument was acknowledged before me this 5th day of May, ~~2017~~, by Marilyn L. Murphy, a single person, a/k/a Marilyn Murphy, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.



Amy Williams
Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING, PLEASE
RETURN DOCUMENT TO:**

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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Custom Grading Agreement for 9446 Aladin Trail

Meeting Date: May 14, 2018

Item Type: Consent

Contact: Thomas J. Kaldunski, City Engineer

Prepared by: Thomas J. Kaldunski, 651.450.2572

Reviewed by: Scott D. Thureen, Public Works Director

TJK

STX

☒
☐
☐
☐
☐
☐

Fiscal/FTE Impact:

None

Amount included in current budget

Budget amendment requested

FTE included in current complement

New FTE requested – N/A

Other

PURPOSE/ACTION REQUESTED

Approve Custom Grading Agreement for 9446 Aladin Trail.

SUMMARY

This parcel is required to have a Custom Grading Agreement to establish the storm water management plan and erosion control plan per the City Code. In addition, this development, Rich Valley Acres 2nd, was constructed with City streets and ungraded lots. The development documents require the lots to be custom graded.

The City has confirmed that the existing basin on the site provides a storm water management plan that manages the storm water runoff and provides for the 1-inch infiltration requirement on the existing easement. No additional storm water facilities need to be constructed.

The owners have provided the required grading and erosion control plans. An engineering escrow of \$1,500 has been received to cover costs incurred by the City for review, inspection of the site grading and costs to prepare the agreement documents. The owner has applied for a building permit and has provided the \$10,000 letter of credit or cash surety prior to permit issuance.

It is recommended that the City Council approve the Custom Grading Agreement for 9446 Aladin Trail.

TJK/mw

Attachments: Custom Grading Agreement with approved plan

CUSTOM GRADING AGREEMENT
FOR
LOT 3, BLOCK 1, RICH VALLEY ACRES 2ND ADDITION
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT
FOR
LOT 3, BLOCK 1, RICH VALLEY ACRES 2ND ADDITION
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS CUSTOM GRADING AGREEMENT (Agreement) is made and entered into on the 14th day of May, 2018, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City), and the Owner identified herein.

RECITALS:

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

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

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

1. That the Owner enter into this Custom Grading Agreement, which contract defines the work which the Owner undertakes to complete; and
2. The Owner shall provide an irrevocable letter of credit in the amount and with conditions satisfactory to the City, providing for the actual construction and installation of such Improvements within the period specified by the City.

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

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

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

ARTICLE 1
DEFINITIONS

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

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

corporation.

1.3 OWNER. "Owner" means John R. Somers and Gina M. Somers, husband and wife, and their successors and assigns.

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

The Development Plans also include modifications of the above referenced Development Plans as approved from time to time by the City Engineer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. **FEE TITLE.** The Owner owns fee title to the Property.

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

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

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

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

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

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

If to Owner:
John R. Somers and Gina M. Somers
9446 Aladin Trail
Inver Grove Heights, MN 55077

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

1.19 **PROPERTY.** Property means the real property located in the City of Inver Grove

Heights, Dakota County, Minnesota legally described on **Exhibit A** attached hereto.

ARTICLE 2

APPROVAL OF DEVELOPMENT PLANS

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

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

ARTICLE 3

IMPROVEMENTS

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

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

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

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

3.5 STREET MAINTENANCE, ACCESS AND REPAIR. The Owner shall clear, on a daily basis, any soil, earth or debris from the streets and wetlands within or adjacent to the Property resulting from the grading or building on the land within the Property by the Owner or its agents, and

shall repair to the City's specifications any damage to bituminous surfacing resulting from the use of construction equipment.

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

3.7 PAVING OF DRIVEWAY. The Owner must pave the driveway per City requirements.

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

3.9 GRADING/DRAINAGE PLAN AND EASEMENTS. The Developer shall construct drainage facilities adequate to serve the Property 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 Property 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 Agreement. The grading and drainage plan shall include lot and building elevations, drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans. In the event that the 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 9.

3.10 AS BUILT INFORMATION. The record plan "as built" drawings of the Improvements shall be provided by the Owner in accordance with City standards no later than 90 days after completion and acceptance of the Improvements by the City, unless otherwise approved in writing by the Director of Public Works. If the record plans are not provided to the City within the 90 days, the City may have this work done and pay for it with the developer's sureties.

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 emailed AUTOCAD .DWG or .DXF. As-built drawings

shall also be scanned, stored and emailed as images in .TIFF or .PDF. All as-built drawings must be the approved plans modified to reflect as-built conditions Note: All corrected lines, 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.

3.11 RETAINING WALL. If a retaining wall will be constructed on the Property as part of the Improvements, then prior to the City issuing a building permit for the Property, a retaining wall permit must be issued by the City. If the Property is to have a retaining wall constructed as part of the Improvements, then prior to the City granting a temporary certificate of occupancy or a final certificate of occupancy for the Property, the retaining wall permit must be complete, wall certification must be received and accepted by the Chief Building Official, grading associated with the retaining wall must be accepted by the City Engineer and the retaining wall record drawing must be received and accepted by the City.

ARTICLE 4 **OTHER PERMITS**

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

ARTICLE 5 **RESPONSIBILITY FOR COSTS**

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

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

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

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

year.

ARTICLE 6
OWNER WARRANTIES

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

ARTICLE 7
CITY WARRANTIES

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

ARTICLE 8
INDEMNIFICATION OF CITY

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

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

completion and acceptance of the Improvements.

ARTICLE 9
CITY REMEDIES UPON OWNER DEFAULT

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

- a.) the City may specifically enforce this Custom Grading Agreement;
- b.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 13 hereof;
- c.) the City may suspend or deny building and occupancy permits for buildings within the Property;
- d.) the City may, at its sole option, perform the work or improvements to be performed by the Owner, in which case the Owner shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City.

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

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

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

the City.

ARTICLE 10 **ESCROW DEPOSIT**

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

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, 2021. 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, 2021, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the City that if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Owner with the terms of this Custom Grading Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 9.1 relating to a Owner Default, for any of the following reasons:

- a.) a Owner Default; or
- b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse before December 31, 2021.

The City shall use the escrow proceeds to reimburse the City for its costs and to cause the Improvements to be constructed to the extent practicable; after the Director of PWD determines that such Improvements have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 10.2, the remaining proceeds shall be distributed to Owner.

With City approval, the irrevocable letter of credit or cash deposit may be reduced pursuant to Section 10.2 from time to time as financial obligations are paid.

10.2 ESCROW RELEASE AND ESCROW INCREASE.

Periodically, upon the Owner's written request and upon completion by the Owner and acceptance by the City of any specific Improvements, ninety percent (90%) of that portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the City and expiration of the warranty period under Section 1.17 hereof; in the alternative, the Owner may post a bond satisfactory to the City with respect to the final ten percent (10%).

10.3 ENGINEERING ESCROW AMOUNT. The Owner has deposited \$1,500 in cash with the City (hereafter "Engineering Escrow Amount") prior to execution of this Agreement.

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

The Engineering Escrow Amount shall also be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control and landscaping on the Owner Property in the event such problems and deficiencies arise. The City may also use the Engineering Escrow Amount to correct any such deficiencies or problems or to protect against further deficiencies or problems.

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

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

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

ARTICLE 11 **MISCELLANEOUS**

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

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

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

11.4 RECORDING. The City may record this Agreement with the Dakota County Recorder.

11.5 BINDING AGREEMENT. This Agreement shall run with the Property and shall inure to the benefit of the Owner and the City and shall bind Owner and the successors and assigns of Owner and shall be binding upon the City and the successor's and assigns of the City. This Agreement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Agreement or acquired after the date of recording of this Agreement.

11.6 ASSIGNMENT. The Owner may not assign this Custom Grading Agreement

without the written permission of the Council. The Owner's obligations hereunder shall continue in full force and effect, even if the Owner sells the Property.

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

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

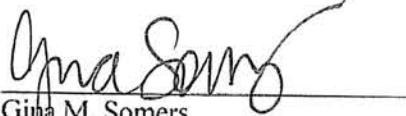
STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 12th day of May, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

OWNER:


John R. Somers


Gina M. Somers

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this ____ day of May, 2018, by John R. Somers and Gina M. Somers, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

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

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

Lot 3, Block 1, Rich Valley Acres 2nd Addition, Dakota County, Minnesota.

APPENDIX 1
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
Certificate of Survey	3-28-18	Bohlen Surveying & Associates

The Development Plans were approved by the City Engineer on May 3, 2018.

APPENDIX 2
IMPROVEMENTS

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

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
<u>X</u>	Prior to obtaining building permit or 12-31-19, whichever occurs first	Grading, drainage, and sediment & erosion control
<u>X</u>	Prior to Certificate of Occupancy	Driveway
<u>X</u>	Prior to Certificate of Occupancy	As-built
<u>X</u>	Within 6 months after Certificate of Occupancy	Landscaping

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Permanent Drainage Easement Agreement for 9165 Courthouse Blvd. (NW ¼ of the NE ¼ of Section 21, Township 27, Range 22, Dakota County, Minnesota)

Meeting Date: May 14, 2018

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

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve Drainage Easement for 9165 Courthouse Blvd. Ct. (NW ¼ of the NE ¼ of Section 21, Township 27, Range 22, Dakota County, Minnesota).

SUMMARY

The owners of 9165 Courthouse Boulevard are affected by the City Ordinance Title 9, Chapter 5, Section 9-5-5. This Ordinance requires lots of record which do not have recorded contracts or agreements with the City to provide information to ensure the Development meets current City standards for grading, erosion control and storm water management.

The owners, Shannon and Mary Terry, have provided the required grading and erosion control plans. They have also signed the Permanent Drainage Easement (attached). The drainage easement establishes a storm water infiltration basin location to be utilized as the stormwater plan for the proposed building. This existing depression will infiltrate runoff as required by City Code. An engineering escrow of \$500.00 has been provided to cover any costs incurred by the City for review and inspection of the site grading.

It is recommended that the City Council approve the Permanent Drainage & Utility Easement for 9165 Courthouse Blvd. Ct. (NW ¼ of the NE ¼ of Section 21, Township 27, Range 22, Dakota County, Minnesota).

TJK/mw

Attachments: Permanent Drainage Easement Agreement

PERMANENT DRAINAGE EASEMENT AGREEMENT
FOR 9165 COURTHOUSE BOULEVARD E., INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

THIS PERMANENT DRAINAGE EASEMENT AGREEMENT ("Easement Agreement") is made, granted and conveyed as of the 14th day of May, 2018, by and between Shannon T. Terry and Mary Terry, husband and wife, hereinafter referred to as the "Landowner" and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City."

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

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

A permanent easement for drainage, storm water collection, storm water piping, storm water ponding, storm water control improvements, storm water retention, detention and treatment and for purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of storm water drainage, collection, piping, ponding, retention, detention, treatment and control facilities ("**Drainage Easement**"), under, over, across, through and upon the that part of the Landowner's Property legally described and depicted on the attached **Exhibit B** as the Drainage Easement Area ("**Drainage Easement Area**").

EXEMPT FROM STATE DEED TAX

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

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

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

c.) to remove from the Drainage 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 Drainage Easement Area in connection with the exercise of its rights included in the Drainage Easement; and

d.) to remove or otherwise dispose of all earth or other material excavated from the Drainage Easement Area as the City may deem appropriate in connection with the exercise of its rights included in the Drainage Easement.

No building, structures or impervious surface shall be placed in the Drainage Easement Area without the prior written consent of the City.

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 Landowner's Property prior to the date hereof.

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

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

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

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

By: _____
George Tourville
Its Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 14th day of May, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER

Shannon T. Terry

Mary Terry

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of May, 2018, before me a Notary Public within and for said County, personally appeared Shannon T. Terry and Mary Terry, 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:

The East 313.8 feet of the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 21, Township 27, Range 22, beginning at a point on the East line thereof, said point being 100 feet North of the Southeast corner of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence North along said East line 538.0 feet to the centerline of County Road No. 28A; thence Northwesterly along said centerline 90.74 feet; thence deflect to the left 94 degrees 59 minutes a distance of 334.97 feet; thence south and parallel with said East line 411.5 feet; thence East 313.8 feet to the point of beginning. Together with and subject to easement for ingress and egress of record.

Dakota County, Minnesota

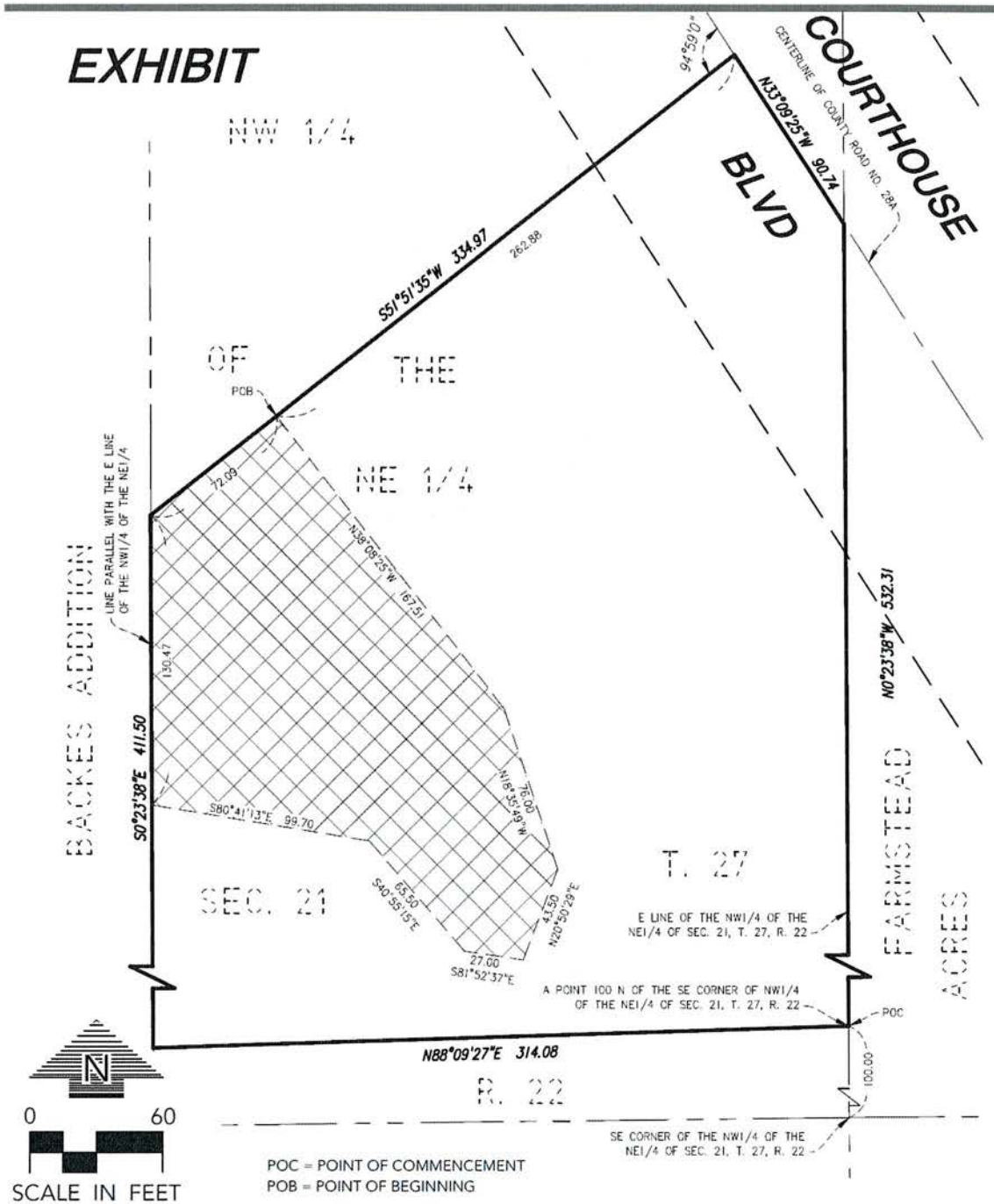
EXHIBIT B
LEGAL DESCRIPTION AND DEPICTION OF DRAINAGE EASEMENT AREA

A permanent easement for drainage, storm water collection, storm water piping, storm water ponding, storm water control improvements, storm water retention, detention and treatment and for purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of storm water drainage, collection, piping, ponding, retention, detention, treatment and control facilities under, over, across, through and upon the following:

That part of the Northwest Quarter of the Northeast Quarter of Section 21, Township 27, Range 22, Dakota County, Minnesota described as follows:

Commencing at a point on the east line of said Northwest Quarter of the Northeast Quarter, said point being 100.00 feet north of the southeast corner of said Northwest Quarter of the Northeast Quarter; thence on an assumed bearing North 00 degrees 23 minutes 38 seconds West, along said east line of the Northwest Quarter of the Northeast Quarter, 532.31 feet, to the centerline of County Road No. 28A; thence North 33 degrees 09 minutes 25 seconds West, along said centerline, 90.74 feet; thence deflect to the left 94 degrees 59 minutes on a bearing of South 51 degrees 51 minutes 35 seconds West 262.88 feet to the point of beginning; thence continuing South 51 degrees 51 minutes 35 seconds West 72.09 feet; thence South 00 degrees 23 minutes 38 seconds East, parallel with said east line, 130.47 feet; thence South 80 degrees 41 minutes 13 seconds East 99.70 feet; thence South 40 degrees 55 minutes 15 seconds East 65.50 feet; thence South 81 degrees 52 minutes 37 seconds East 27.00 feet; thence North 20 degrees 50 minutes 29 seconds East 43.50 feet; thence North 18 degrees 35 minutes 49 seconds West 76.00 feet; thence North 38 degrees 08 minutes 25 seconds West 167.51 feet to the point of beginning.

EXHIBIT



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

Max L. Stanislawski

Max L. Stanislawski

License No. 48988

Date

LOUCKS

Loucks Project No. 18151

Sheet 2 of 2

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

FRATTALONE'S DAWNWAY – CASE NO. 17-35NCUC

Meeting Date: May 14, 2018
 Item Type: Consent
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Table action to July 23 to consider a Resolution relating to an Amendment to the Non-Conforming Use Certificate (NCUC) allowing the landfill to operate for an additional 15 years and approving a Host Community Agreement.

- 60-day deadline: July 27, 2018 (extended by applicant)

SUMMARY

Staff has begun negotiations with the applicant based on the time frames discussed by City Council at the April 9, 2018 meeting.

The applicant has indicated they are pursuing a mediation process to negotiate terms of the Host Community Agreement. The applicant has agreed to extend the 60-day deadline to July 27 for the mediation process to take place.

RECOMMENDATION

Action on the item should be tabled until July 23, 2018 to finalize the Host Community Agreement.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: May 14, 2018
 Item Type: Consent Agenda
 Contact: Janet Shefchik, HR Manager
 Prepared by: Carrie Isaacson, Admin Svc Coord
 Reviewed by: Janet Shefchik, HR Manager

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Staff requests that Council confirm and approve the personnel actions listed below:

Part-Time/Temporary/Seasonal Employment:

Public Works

Graham, Jackson, Utilities Helper
 Pachl, Samuel, Street Maintenance Helper

Parks/Recreation/VMCC

Anderson, Ian, Lifeguard
 Auge, Thomas, Parks Maintenance Helper
 Brady, Sydney, Lifeguard
 Bruce, Logan, Parks Maintenance Helper
 Doyle, Cheryl, Fitness Instructor
 Engwar, Benjamin, Parks Maintenance Helper
 Hatfield, Kaylee, Recreation Instructor
 Malicki, Eric, Parks Maintenance Helper
 Myran, Zachary, Recreation Instructor
 Oelerking, Maxwell, Parks Maintenance Helper
 Solheid, Matthew, Parks Maintenance Helper
 Schommer, Joseph, Parks Maintenance Helper
 Tschida, Mitch, Open Gym Supervisor
 Watts, Andrew, Lifeguard

Golf Course

Dept 81 – Starters/Rangers

Beard, Paul
 Entgelmeier, James
 Fisher, John
 Greer, James
 Hayes, Charles
 Knutson, Lyle

Continued from Page 1

Kordosky, Joseph
Kucin, Kyle
Lessard, Jon
Peterson, Shane
Runkle, Dale
Sherburne, Paul

Dept 83 – Food & Beverage Concessionaires

Crotty, Lori
DiFronzo, Taylor
Eckstrom, Catherine
Juen, Michelle
Wilmes, Joyce

Dept 84 – Outside Services

Boos, Louis
Bosshardt, Jack
McFarland, Maxwell
McIntyre, Clayton
Moritz, Colin
Norsten, Broden

Dept 86 – Maintenance/Laborers

Applebaum, Sam
Hark, Vivian
Jackson, John
Kron, Steven
McNaney, John

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Therapeutic Massage Business and Individual Massage License

Meeting Date: May 14, 2018
 Item Type: Public Hearing
 Prepared by: Michelle Tesser, City Clerk
 Reviewed by:
 Contact: 651-450-2513

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Consider approval of Therapeutic Massage Business License, La Mei, LLC and individual Therapeutic Massage License for Mei Mei Mak.

SUMMARY:

An application has been submitted by Ms. Mei Mei Mak for a therapeutic individual massage license and massage business. The applicant has lived in Minnesota since 2016 and has practiced in the cities of Burnsville and Shoreview. She has leased space and plans to operate her own business at 2910 Upper 55th Street, Inver Grove Heights.

Ms. Mei Mei Mak submitted the appropriate fees, insurance documents, required number of hours of therapeutic massage training, good character references, verified work experience and is recognized by a professional therapeutic massage organization. The background investigation on Ms. Mei Mei Mak revealed no basis for denial.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Application for Chicken License – 2869 75th St E

Meeting Date: May 14, 2018

Item Type: Regular

Contact: 651-450-2491

Prepared by: Nicole Cook

Reviewed by: Allan Hunting

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED: Consider application for chicken license for property located at 2869 75th St E.

SUMMARY:

An application was submitted by Jeremy Moen for a chicken license to keep a total of six (6) chickens on the property. The applicant provided the required information and license fee. On April 24th, as per City Code requirements, notice was sent to neighbors directly abutting and contiguous to the subject property. Two (2) written objections were received within the ten (10) day response period. The complainants state they are concerned about the potential for noise and odors the chickens may produce along with the financial impact to their property value. The objection letters are attached for your review.

Because the license hasn't been granted and the coop is not yet in place, the complaint can't be validated this time.

Council is asked to review the application and determine if the license should be approved.

**CITY OF INVER GROVE HEIGHTS
NOTICE OF PENDING ACTION
RE: CHICKEN LICENSE APPLICATION**

To: Property owners contiguous to and directly abutting the property located at:
2869 75th St E

Response Deadline: **May 4, 2018**

Applicant: Jeremy Moen

Location: 2869 75th St e

Request(s):

The applicant is seeking a chicken license to keep six (6) chickens. The chickens are proposed to be kept on the property in accordance with the regulations set forth by Inver Grove Heights City Code, Title 5, Chapter 4, Section 2. An inspection of the property will be conducted by the Code Compliance Specialist to ensure the plans and specifications are in compliance with the regulations set forth in the City Code.

Notice to property owners regarding the above request is required by Inver Grove Heights City Code, Title 5, Chapter 4, Section 2.

The Code Compliance Specialist will consider administrative approval of the above request if no objections are received, in writing, by the close of business on Friday, May 4, 2018.

If a written objection is received by the deadline, the application will be sent to the City Council for a final decision on May 14th at 7:00 pm in the City Council Chambers at City Hall.

How to Participate: You may submit a written objection prior to the deadline (Friday, May 4th) to the Code Compliance Specialist:

1. By mail: 8150 Barbara Ave., Inver Grove Heights, MN 55077

OR

2. By E-mail to Nicole Cook at ncook@invergroveheights.org

Questions: Call the Code Compliance Specialist at (651) 450-2491

City of Inver Grove Heights
Mailing date: April 24, 2018

Nicole Cook, Code Compliance Specialist



City of Inver Grove Heights
CHICKEN LICENSE APPLICATION

License Period: 3/1/17- 2/28/19

Cost = \$25

neighbors: Powers - Johnson ✓
Johnson ✓
McKinney ✓
Rute ✓
Mielke ✓

Section 1: Site/Applicant/Property Owner Information

1. Site Address: 2869 75th St. E, IGH, MN, 55076

2. Applicant Name: Jeremy Moen

Applicant Address: 2869 75th St. E Inver Grove Heights, MN 55076
Zip Code

3. Daytime Phone: (952) 913-4258 Evening Phone: (952) 913-4258

4. Applicant E-mail: jeremy@moen@gmail.com

5. Property Owner Name: Lisabeth Dilley

Address: 2869 75th St. E Inver Grove Heights, MN 55076
Street City State Zip Code

Property Owner Signature: Lisabeth Dilley
(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: 6 ft X 4 ft., elevated 2 feet
3. Please provide the dimensions of the run: 6 ft X 10 ft., 6 ft tall
4. Describe the exterior materials to be used for the coop and run. Attach a drawing or picture of the coop.
Exterior rated Plywood, Painted
19 Ga 4 foot $\frac{1}{2}$ in. Poultry wire
2x4, treated, 2x2, 1x2
Asphalt Shingles (roofing)
5. Will a fence be added in addition to the coop and run? Yes _____ No X
If yes, please provide a description of the fence including location, size, and materials.

6. Please attach a site plan of the property for depicting the location of the chicken coop and run

Notice and Applicant Signature

I declare that the information I have provided on this application is truthful, and I understand that falsification of answers on this application will result in denial of the application. I authorize the City of Inver Grove Heights to investigate and make whatever inquiries are necessary to verify the information provided.

X Jeremy Warm Date: 4/23/2018
Applicant Signature

For Office Use Only: receipt 283270

Application Received: 4/23/2018 By: BV Fee Paid: 26

Property Owner Notification Sent: _____

Deputy Clerk Review:

Review Date: _____ Property Owner Notification Sent: _____

Comments: _____

Approve: _____ Deny: _____

Code Compliance Specialist Review:

Review Date: _____ Staff: _____

Comments: _____

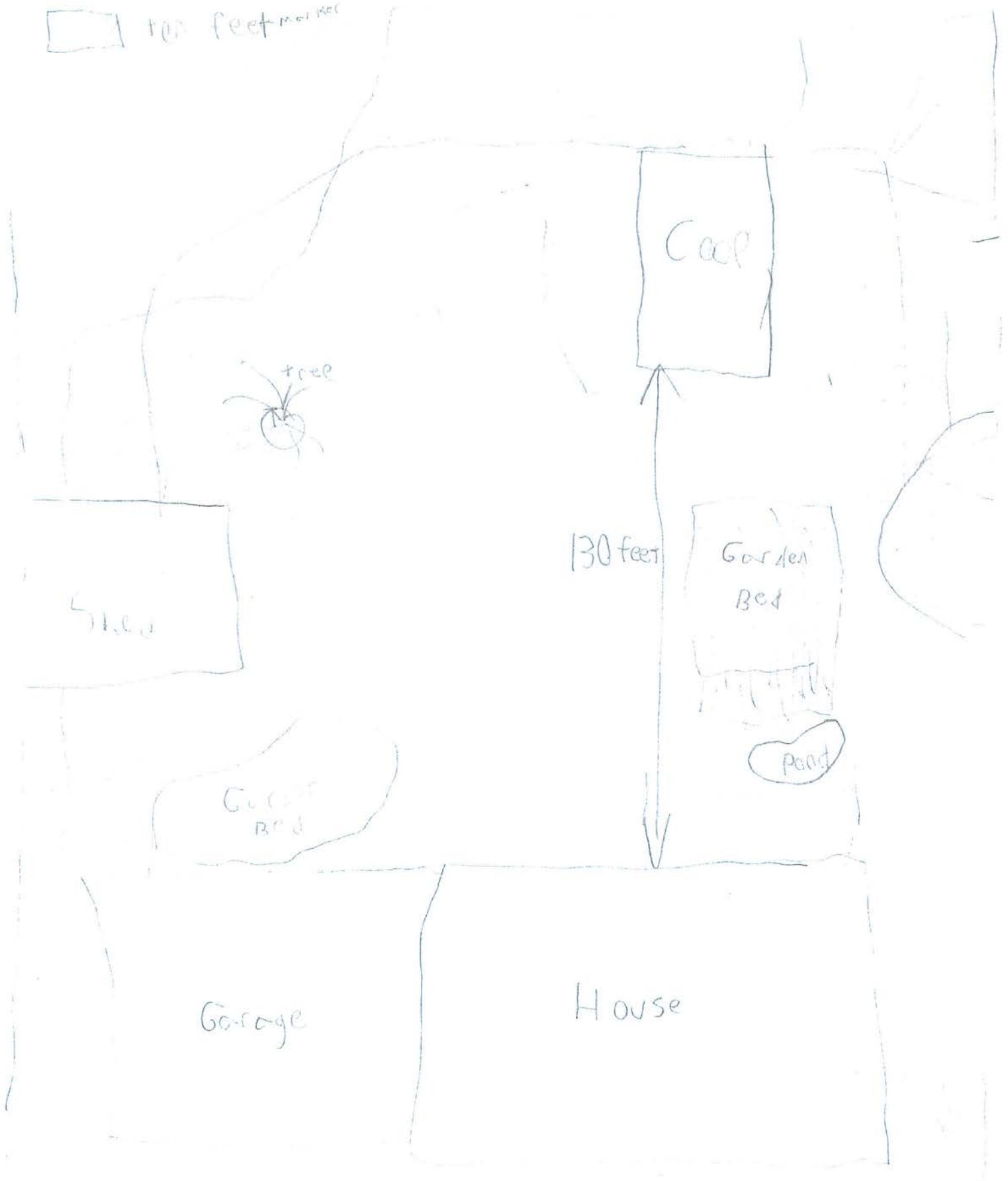
City Council Review (if required)

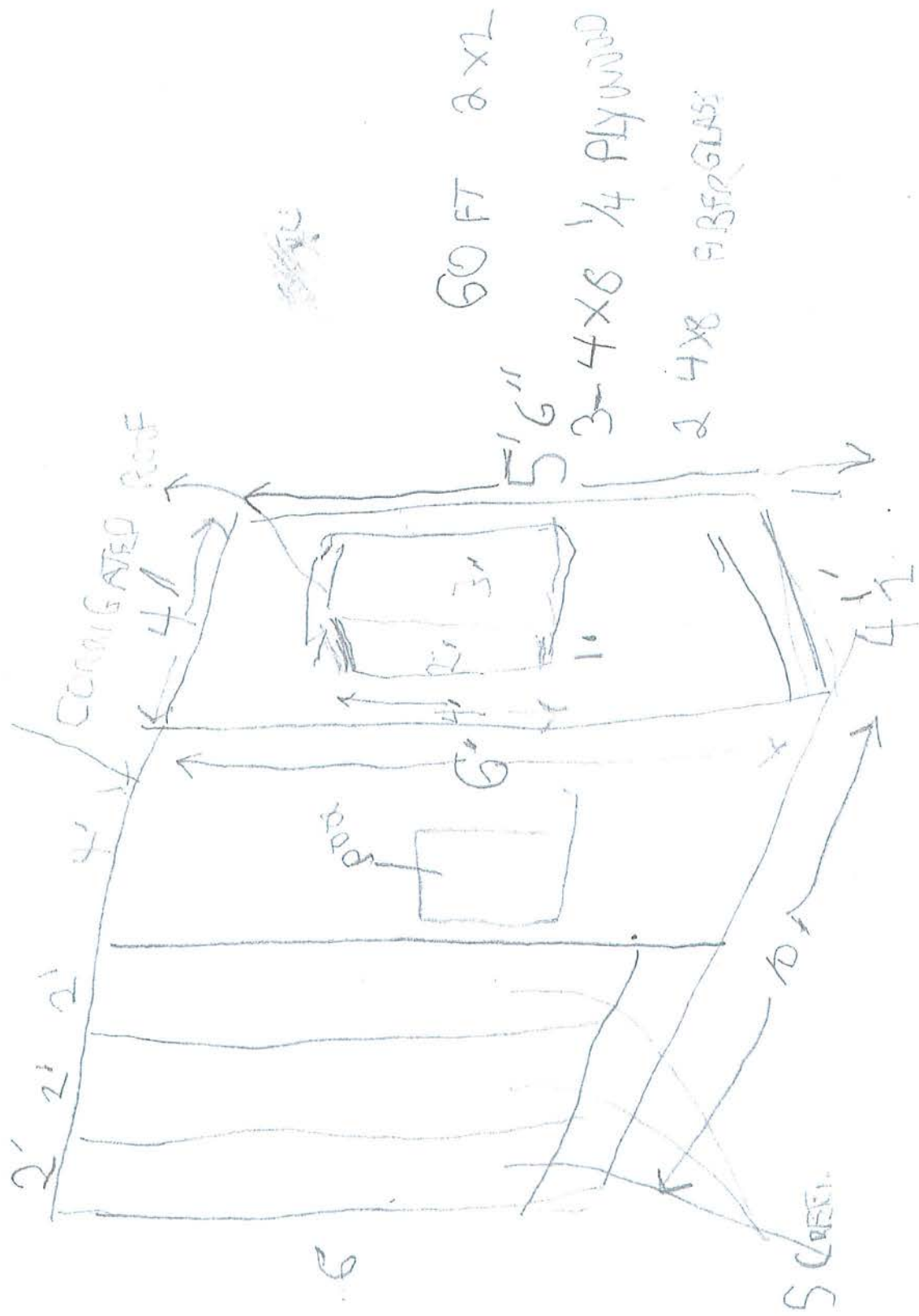
Council Action Date: _____

Comments/Additional Conditions:

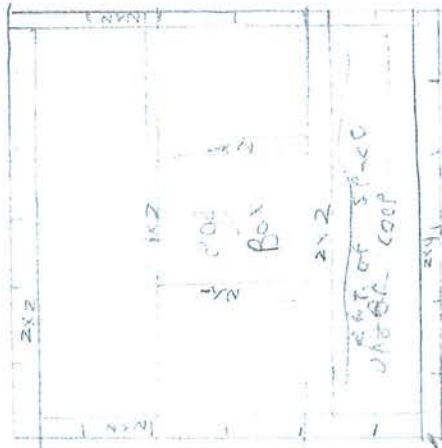
Approve: _____ Deny: _____

10 feet ^{max}





back frame

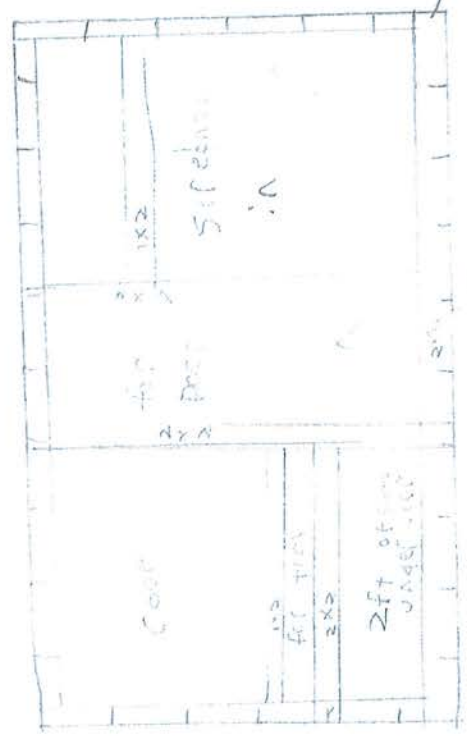


6'

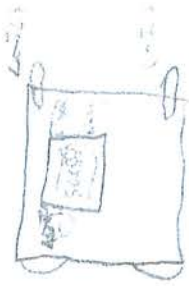
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6'

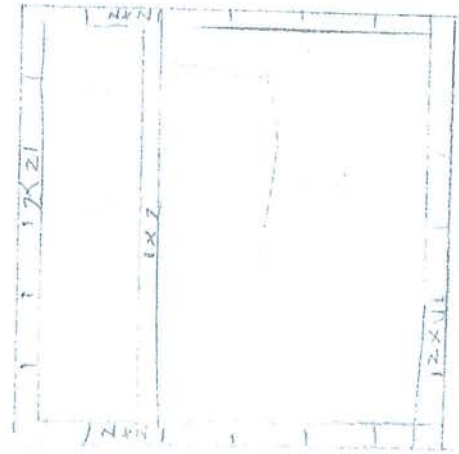
side frame, door side



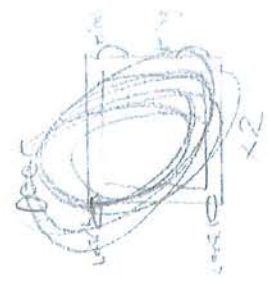
10'



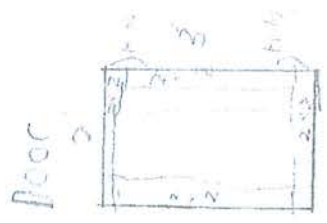
8' 9"



10'



6'



2x2
2x2
2x2
6'



CITY OF INVER GROVE HEIGHTS

CHICKENS

This handout is only a guide and not a complete set of requirements

Chickens are allowed to be kept in Residential areas after obtaining a license from the City. An application for a license must be made to the City Clerk on a form provided by the City.

THE APPLICANT MUST PROVIDE THE FOLLOWING INFORMATION:

- Name and address of property owner where chickens will be kept
- Number of chickens
- Site plan of property showing proposed location of coop/run
- Drawing or photo of proposed coop/run

The applicant must pay a licensing fee of \$ 25.00.

CODE REQUIREMENTS:

- No more than six (6) hen chickens are allowed on a Residential property
- No roosters or adult male chickens are allowed on a Residential property
- Cockfighting is prohibited within the City
- The slaughter of chickens is prohibited on a Residentially used or zoned property
- The owner of the chickens shall live in the home on the property
- Breeding chickens is prohibited
- Chickens shall not be kept inside a home

SHELTER AND ENCLOSURE REQUIREMENTS:

- Only one coop/run allowed per lot
- Chicken coops/runs are prohibited in a front and side yard
- Coops/runs should not be placed within any drainage or utility easement
- Coops/runs should be set back at least 10 feet from neighboring properties and at least 25 feet from the principal structure on a neighboring property
- Fencing must be consistent with zoning codes
- No coop/run should be constructed prior to the time of occupancy of the principal structure
- Chickens shall be treated humanely and provided a secure and well-ventilated roofed structure in compliance with zoning codes
- The structure shall be kept clean and sanitary
- Chickens shall be contained within a coop/run at all times
- The coop/run shall be well-drained so there is not an accumulation of moisture
- Chicken feed shall be stored in a leak-proof container with a tight-fitting cover to prevent attracting vermin

A license to keep chickens shall be issued for two years beginning March 1 and ending February 28. Applications for a renewal permit may not be made prior to (60) days before March 1.

Nicole Cook

From: garyjohnson@usfamily.net
Sent: Wednesday, April 25, 2018 6:50 PM
To: Nicole Cook
Cc: Garyjohnson@usfamily.net
Subject: Chicken License Application - 2869 75th St. E., IGH

Nicole,

Objection. We do not want chickens or any other farm animals near our property.

If we had wanted the sounds and smells of a farm, we would not have moved to the suburbs.

And, our property value would go down overnight. If we tried to sell our house, all a potential buyer would need to hear is that there are farm animals just over the back fence. Who wants to buy a house with chickens for neighbors?

Who put owning chickens in a residential area into law? What politician would like farm animals next to their \$500,000-\$1,000,000 personal property?

This law will simply push good citizens out of their homes who had wanted a normal residential neighborhood. All that will be left are those who cannot move, and those destroying the peaceful existence that once was a peaceful community.

We have lived in Inver Grove Heights at 7456 Boyd Avenue for almost 25 years. We enjoy our quiet neighborhood. We would consider leaving almost immediately if there are going to be chickens next door.

This law is short-sited and inconsiderate to existing residents. I resent having to defend my homestead in this manner.

How can a person not even listed as the property owner be the Applicant of this Chicken License Application?

We don't want chickens period. They belong on a farm. Do you want them next door to your home?

Sincerely,

Gary & Janis Johnson
7456 Boyd Avenue
IGH, MN

651-450-5991
garyjohnson@usfamily.net

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

BEN & SARA WELNA - Case No. 18-18V

Meeting Date: May 14, 2018
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

Fiscal/FTE Impact:

- | | |
|--|------------------------------------|
| ☒ | None |
| ☐ | Amount included in current budget |
| ☐ | Budget amendment requested |
| ☐ | FTE included in current complement |
| ☐ | Other |

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to a Variance from lot size and platting requirements in the Northwest Area. Property located at 8580 Alverno Avenue.

- Requires a 3/5th's vote.
- 60-day deadline: June 1, 2018 (first 60 days)

SUMMARY

The applicant is proposing to divide a 5.0 acre parcel from an existing 19 acre parcel. Land is located in the Northwest Area Overlay District. Applicant would like to utilize the existing home and accessory buildings to re-establish a hobby farm.

ANALYSIS

The Northwest Area Overlay District Ordinance allows some division of property not served by sewer and water under specific rules. The specific rules include:

1. The subdivision must be memorialized by platting. No waiver of plat or administrative subdivision allowed.
2. The property must be at least 20 acres to be subdivided.
3. The subdivision shall result in a density of no greater than one home per ten acres.
4. The plat restricted to lots of no less than one acre and no greater than 1.5 acres.
5. The balance of the property must be platted as an outlot with not further subdivision allowed until sewer and water are available and must be rezoned to Agricultural/PUD.

The existing parcel is located in the southwest corner of the Northwest Area. Sewer service would be from the existing trunk line at Target. Utilities not expected to serve the land south of Hwy 55 for a number of years.

Staff is concerned with a possible precedence of varying from the subdivision requirements of the Northwest Area. The provisions were intended to prohibit the creation of parcels that may be difficult to re-develop when sewer is available. Smaller size parcels are difficult to develop based on the Northwest Area Requirements for open space, storm water ponding and minimum density requirements.

RECOMMENDATION

Planning Division. Does not recommend approval of the variance based on the rationale listed in the attached denial resolution.

Planning Commission. Recommended approval of the variance with basis of practical difficulty being no additional home or septic system would be created with the new lot. (8-0).

Ben & Sara Welna – Council Memo
May 14, 2018
Page 2

Attachments: Resolution approving the Variance
Resolution denying the Variance
Planning Commission Recommendation
Planning Staff Report

Approval Resolution

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

RESOLUTION NO. ____

**RESOLUTION APPROVING A VARIANCE FROM THE LOT SIZE REQUIREMENTS
AND PLATTING REQUIREMENTS IDENTIFIED IN TITLE 10-13J-3.B**

**CASE NO. 18-18V
(Ben & Sara Welna)**

Property located at 8580 Alverno Avenue and legally described as follows:

SEE EXHIBIT A

WHEREAS, an application has been received for a Variance to allow the creation of a 5.0 acre parcel in the Northwest Area Overlay District;

WHEREAS, the afore described property is zoned A, Agricultural;

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 May 1, 2018 in accordance with City Code Section City Code 10-3-3:C;

WHEREAS, a practical difficulty or uniqueness was found to exist based on the following findings:

1. The site does have some unique circumstances in that it is located at the southern end of the Northwest Area. Utilities must come north to south from the current ending point at Target. Based on development demand, cost of extending utilities, this may not occur until after 2030. Utilizing the existing house and buildings for a hobby farm may be an acceptable land use since utilities could be 15 or more years away.
2. The existing land use would not change. The only change would be that the house and buildings would be on their own 5.0 acre lot. No new house would be built and no new septic system would be created.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a 5.0 acre parcel in the Northwest Area and vary from the requirements in Title 10-13J-3.B is hereby approved subject to the following:

1. A survey with new legal descriptions for a lot not to exceed 5.0 acres in size shall be submitted to the City for review and then applicant records survey with Dakota County prior to occupying the property.
2. The current landowner shall agree to the provision that no further subdivision shall be allowed on the remaining 14 acres until such time municipal sewer is available to the property.

Adopted by the City Council of Inver Grove Heights this 14th day of May, 2018.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Michelle Tesser, City Clerk

Denial Resolution

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

RESOLUTION NO. ____

**RESOLUTION DENYING A VARIANCE FROM THE LOT SIZE REQUIREMENTS
AND PLATTING REQUIREMENTS IDENTIFIED IN TITLE 10-13J-3.B**

**CASE NO. 18-18V
(Ben & Sara Welna)**

Property located at 8580 Alverno Avenue and legally described as follows:

SEE EXHIBIT A

WHEREAS, an application has been received for a Variance to allow the creation of a 5.0 acre parcel in the Northwest Area Overlay District;

WHEREAS, the afore described property is zoned A, Agricultural;

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 May 1, 2018 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 property lies within the Northwest Area Overlay District which has planned these areas for urban development with city sewer and water. Provisions were put in place to allow smaller lots to be created before sewer was available to an area, but the lot size was restricted to avoid parcelization that was not conducive to redevelopment when sewer became available. Creating a 5.0 acre parcel limits the ability to re-subdivide this parcel once sewer is available due to the unique regulations of the Northwest Area. The comprehensive guiding of this parcel anticipates urban development in the range of 1-3 units/acre.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a 5.0 acre parcel in the Northwest Area not in conformance with Title 10-13J-3.B is hereby denied.

Adopted by the City Council of Inver Grove Heights this 14th day of May, 2018.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Michelle Tesser, City Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: May 1, 2018

SUBJECT: **BEN AND SARA WELNA – CASE NO. 18-18V**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a variance from the minimum lot size and subdivision requirements to create a five-acre parcel of land in the Northwest Area, for the property located at 8580 Alverno Avenue. 9 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the applicant is requesting a variance to allow the creation of a 5-acre parcel from an existing 19-acre parcel. They would like to reestablish a hobby farm on the property which has a house, outbuildings, fencing, and well and septic. The subject property is in the southwest corner of the Northwest Area. Because the property is in the Northwest Area it has it must follow certain rules, including that subdivision must be done by platting, the property must be at least 20 acres in order to subdivide, and only one home per ten acres is allowed. The applicant is requesting a variance from lot size and platting requirements and is proposing to subdivide it administratively. Staff noted that the specific rules were put in place to avoid parcellation that was not conducive to development when sewer becomes available. Creating a 5-acre parcel limits the ability to re-subdivide this parcel once sewer is available. The parcel is in the far southerly portion of the Northwest Area and it is anticipated to be 10-15 years before utilities are extended to the area. Staff's biggest concern is setting a precedent. Staff recommends denial of the request.

Chair Maggi asked if the applicant was the owner of the property.

Mr. Hunting replied that the owners are planning to sell the 5-acre parcel to the applicants, the Welna's.

Commissioner Simon asked if the lots to the west were developed prior to establishment of the Northwest Area.

Mr. Hunting replied in the affirmative.

Chair Maggi asked how large the lots to the west were.

Commissioner Simon replied the lots were 6.25, 8.65, 5.19, 7.15, and 12.95 acres in size. The lots to the east are roughly 10 acres in size. She asked if the lots on the west side of Alverno Avenue were sewered.

Mr. Hunting replied they were not.

Commissioner Robertson asked if the five-acre parcel was approved, could the remaining 14-acre parcel be further subdivided if they agreed to put in a well and septic.

Mr. Hunting replied that the remaining piece could have a house on it with well and septic but could not be further subdivided without either Council approval or City utilities becoming available.

Opening of Public Hearing

Ben and Sara Welna, 8580 Alverno Avenue W, advised they were available to answer any questions.

Chair Maggi asked the applicants if they read and understood the report.

The Welna's replied in the affirmative.

Mr. Welna advised that the ordinances were put in place to address development, however, they are not proposing any development. It is their goal to preserve the rural heritage of the property, the property is consistent with the use and size of the surrounding properties, the Northwest Area boundary was perhaps brought too far south, and they think it is unfair to tie the landowners' hands for 20-plus years when utilities might finally become available.

Commissioner Wippermann asked if the Welna's were the party purchasing the five-acre parcel.

Mr. Welna replied in the affirmative.

Commissioner Robertson noted that although the subject property is on the southernmost border of the Northwest Area, it is still in the Northwest Area and must be held to those standards. Approving this because it is on the southern border could set a precedent as property owners on the east, west, and north side of the NWA could request the same. She stated that although the guidelines may seem irrelevant as there is no development currently taking place, the point is to have the rules in place prior to development occurring.

Commissioner Simon stated she would support the request as they were not adding anything new, but rather using the existing house, outbuildings, septic, and well. Also, Blackstone Ponds is in the Northwest Area and recently built 104 units on a 17-acre parcel.

Commissioner Robertson asked the applicant if he was assuming that no development could occur without City sewer and water.

Mr. Welna replied that development would be halted if landowners had to comply with the specific rules applying to this area.

Commissioner Robertson asked staff if a developer would be allowed to develop the subject property with well and septic if they complied with the guidelines.

Mr. Hunting replied that doing so would impact the future density and would have financial implications.

Chair Maggi asked why the owner was not the applicant.

Mr. Hunting replied that it is common for the purchaser to be the applicant.

Chair Maggi stated it would be helpful to know that the owner understands the restrictions they would have on the remaining 14-acre parcel.

Mr. Hunting advised that he had a conversation with the property owner, who understood the regulations and was not concerned that the remaining 14 acres could potentially not be developed any further until sewer becomes available.

Eric Olson, 8561 Alverno Avenue, was opposed to the variance request, stating that the ordinance regulations have been in place for quite awhile and the other neighbors have been complying with them. He advised that immediately north of this property there was a subdivision attempt and it was denied because of the current zoning of the area, the property owner of the subject parcel only purchased the property a year ago, he was concerned about the precedent this would set, and the Welna's should purchase 10 acres if they want to establish a hobby farm.

Commissioner Lissarrague asked Mr. Olson how large his lot was.

Mr. Olson replied 8.65 acres.

Chair Maggi closed the public hearing.

Planning Commission Discussion

Chair Maggi noted that to move the variance forward a practical difficulty is needed. She advised she was leaning towards denial as she was concerned about setting a precedent in this area.

Commissioner Weber asked if there was an easement over the pond on the remaining 14-acre parcel.

Mr. Hunting replied there were no easements but there was a regional basin on the site. If Engineering determined, it needed an easement it would likely be done at time of development.

Commissioner Weber asked if the developable area would then be reduced.

Mr. Hunting replied in the affirmative, stating they could transfer the density around but they would lose that land area to physically put houses on.

Commissioner Scales stated he could not find a practical difficulty but thinks this is a good use of the property. He does not want the property owner to have to wait 20 years to use their

property, and he is concerned about planning long-term for something that may never happen.

Commissioner Wippermann supported the requesting, stating they were not adding anything new and he had a difficult time telling a property owner they could not do something with their property for 20 years.

Commissioner Weber suggested the practical difficulty be the far-off time horizon of sewer and water being available.

Chair Maggi stated practical difficulties should be related to the land.

Commissioner Scales stated if they could not find a practical difficulty, Council would know their opinions based on their comments tonight.

Commissioner Robertson stated it would be difficult for her to recommend approval based on lack of a practical difficulty, the need to comply with the guiding principles, and verbiage in the 2040 Draft Comprehensive Plan stating that "we not make decisions based on how things exist now, but rather what in the future would be our goal", which would be development.

Chair Maggi stated that leaving it as one piece allows for more flexibility as to development.

Commissioner Scales is concerned that in the past the City has not moved forward with projects because they are hoping for something else in the future, and that has caused some issues in the City. Also there are certain retail areas that have failed because the City missed the mark when guiding them.

Planning Commission Recommendation

Motion by Commissioner Simon to approve the request for a variance from the minimum lot size and subdivision requirements to create a five-acre parcel of land in the Northwest Area, for the property located at 8580 Alverno Avenue, with the practical difficulty being that the property is unique in that they are creating another parcel but utilizing the existing buildings and not adding another house or septic.

Commissioner Lissarrague asked how old the buildings were.

Mr. Welna replied they were built in the early 1900's.

The motion was seconded by Commissioner Wippermann.

Commissioner Robertson asked if there was a limitation on the Joint Powers Agreement as to how far out they could go.

Mr. Hunting replied in the affirmative, stating that boundary was established years ago and could not be expanded any further.

Chair Maggi asked to add a friendly amendment to the motion to include the conditions of

approval.

The Motioner and Seconders agreed to the amendment.

Motion carried (7/2 – Robertson, Maggi). This item goes to the City Council on May 14, 2018.

P L A N N I N G R E P O R T
CITY OF INVER GROVE HEIGHTS

REPORT DATE: April 26, 2018

CASE NO: 18-18V

HEARING DATE: May 1, 2018

APPLICANT/PROPERTY OWNER: Ben & Sara Welna/ Lance & Amy Lemieux

REQUEST: Variance from lot size and platting requirements in Northwest Area

LOCATION: 8580 Alverno

COMPREHENSIVE PLAN: LDR, Low Density Residential

ZONING: A, Agricultural

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The applicant is requesting a variance to allow the creation of a 5.0 acre parcel from an existing 19 acre parcel without requiring the parcels to be platted and rezoned. The area is located in the southwest corner of the Northwest West Area. The Northwest Area Overlay District Ordinance allows some division of property not served by sewer and water under specific rules. The specific rules include:

1. The subdivision must be memorialized by platting. No waiver of plat or administrative subdivision allowed.
2. The property must be at least 20 acres in order to be subdivided.
3. The subdivision shall result in a density of no greater than one home per ten acres.
4. The plat restricted to lots of no less than one acre and no greater than 1.5 acres.
5. The balance of the property must be platted as an outlot with not further subdivision allowed until sewer and water is available and must be rezoned to Agricultural/PUD.

The applicant has indicated they would like to reestablish a hobby farm on the property. There is an existing farm house, outbuildings, fence enclosures, garden area and well and septic. They plan on using the property with the existing buildings and not proposing any other buildings. The proposed five acre parcel would have property lines configured around the existing buildings.

SPECIFIC REQUESTS

The variance request consists of the following:

1. Variance from the lot size requirements and platting requirements identified in Title 10-13J-3.B of the Northwest Area Overlay District.

EVALUATION OF THE REQUEST

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

North – Large lot residential, vacant; zoned A; guided LMDR
East – Large lot residential; zoned A, E-1/PUD; guided RDR.
West – Large lot residential; zoned A; guided LDR.
South – Large family residential; zoned A, E-1/PUD; guided LDR, Pub OS.

VARIANCE REVIEW

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 property lies within the Northwest Area Overlay District which has planned these areas for urban development with city sewer and water. Provisions were put in place to allow smaller lots to be created before sewer was available to an area, but the lot size was restricted to avoid parcelization that was not conducive to redevelopment when sewer became available. Creating a 5.0 acre parcel limits the ability to re-subdivide this parcel once sewer is available due to the unique regulations of the Northwest Area. The comprehensive guiding of this parcel anticipates urban development in the range of 1-3 units/acre.

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

The applicant has indicated they intend to use the existing home and farm buildings as a hobby farm to live, raise a family and allow children to experience nature and animals first-hand. The proposed parcel would be configured around the existing home and outbuildings. No new structures are proposed, and they plan to use the land as it currently exists.

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

The overall property is just under the 20 acre minimum lot size allowed to create new unsewered parcels, but close enough that allowing a lot of 1.0 or 1.5 acres would be consistent with the intent of the regulation. Creating a 5.0 acre parcel could have a negative impact on future development of the 5.0 acre parcel and remaining 14 acres.

The site does have some unique circumstances in that it is located at the southern end of the Northwest Area. Utilities must come north to south from the current ending point at

Target. Based on development demand, cost of extending utilities, this may not occur until after 2030. Utilizing the existing house and buildings for a hobby farm may be an acceptable land use since utilities could be 15 or more years away.

4. *The variance will not alter the essential character of the locality.*
The existing land use would not change. The only change would be that the house and buildings would be on their own 5.0 acre lot. There is a mix of lot sizes in the area, but most are larger lots for rural residential type uses.
5. *Economic considerations alone do not constitute an undue hardship.*
Economic considerations do not appear to be a basis or a sole basis for either of these requests.

ALTERNATIVES

- A. **Approval:** If the Planning Commission finds the application acceptable, the request should be recommended for approval subject to the following conditions:

1. A survey with new legal descriptions for a lot not to exceed 5.0 acres in size shall be submitted to the City for review and then applicant records survey with Dakota County prior to occupying the property.
2. The current landowner shall agree to the provision that no further subdivision shall be allowed on the remaining 14 acres until such time municipal sewer is available to the property.

Practical difficulty:

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

RECOMMENDATION

Staff is concerned with a possible precedence of varying from the subdivision requirements of the Northwest Area. The provisions were intended to prohibit the creation of parcels that may be difficult to re-develop when sewer is available. Smaller size parcels are difficult to develop based on the Northwest Area Requirements for open space, storm water ponding and minimum density requirements.

The request does have some merits in that it is located at the far south end of the Northwest Area and development may not occur for 15 or more years. The applicants propose to use the land and existing buildings as they stand today without any changes that would negatively impact future development.

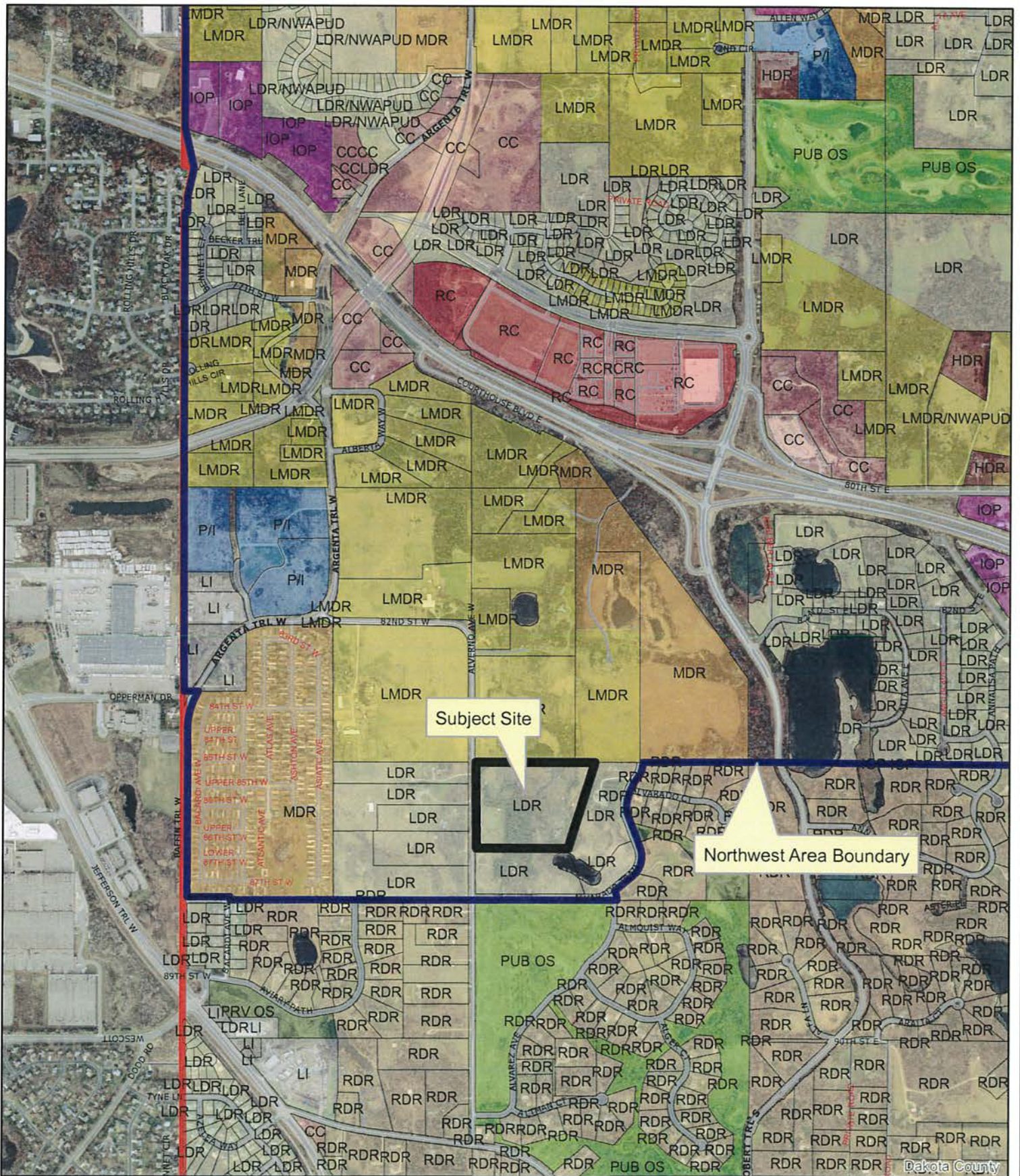
Based on the concern of a presence being established, Staff does not recommend approval of the request.

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



Location Map

Case No. 18-18V



April 17, 2018

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

RE: Variance Request for 8580 Alverno Avenue

To Whom It May Concern:

We are seeking a variance to City Ordinance No. 1148 (NW Area Overlay district) in order to reestablish a hobby farm 5 acres in size around the old 1900s farmstead located at 8580 Alverno Avenue. The farmstead is currently within a 20 acre parcel located south of highway 55 on the southernmost boundary of the NW Overlay District, as shown on Figure 1.

The existing 1900s farmstead is expansive (sprawling) on a topographical high of the property located in the SE quadrant of the parcel. It consists of the farm house, outbuildings, fenced enclosures, garden areas, windmill, well, and septic system as seen on Figure 2. We are seeking 5-acres to encompass the farmstead for a hobby farm.

This variance request to Ordinance No. 1148 specifically pertains to:

- (1) **Platting Requirements for a Subdivision (515 Subd 39. D)** – Subd 39 (D1, D3, D4) requires platting requirements appropriate for development. We are seeking a 5-acre parcel to be established via the simplest means possible. Since there is no development proposed, no construction, no physical changes, no development of the immediate area, no city services available for decades (greater than 20 years assumed by city staff) platting requirements for this situation is irrelevant.
- (2) **Minimum and Maximum Lot Size Requirements (515 Subd 39. D4)** – Subd 39. D(4) requires a lot size minimum of 1.0 acre and maximum of 1.5 acres. The farmstead footprint extends beyond this as noted above and shown on Figure 2.
- (3) **Rezoned to Agricultural/PUD (Subd 39 D5)** – Subd 39 D(5) outlines rezoning of the subdivided property to Agricultural/PUD. Since there is nothing being developed according to a PUD, this is irrelevant and the 5-acre property and residual 15 acre property should remain zoned agricultural.

Our intent for these variances is to configure the 5-acre parcel around the old farmstead footprint in order to live, raise a family, and allow children to experience nature and animals first-hand. Because there is no development, construction, nor physical changes proposed, Subd 39 D1 for platting is illogical. Because of the existing conditions, it is not possible to comply with the minimum and maximum lot size requirements.

Our intended use of the property and variance request is consistent with adjacent properties, land use, and City visions including:

- **Consistency with Surrounding Properties** – a 5-acre parcel is consistent with surrounding properties as several properties of a similar size (5 acres +/- 2) and zoned agricultural exist in the immediate vicinity, specifically to the west and southwest.
- **Consistency with Existing Land Use** – a 5-acre farmstead is consistent with the surrounding multi-acre parcels with agricultural uses. In fact, the parcel more closely aligns with the rural residential

land use classification in the Comprehensive Plan rather than the current low-density residential (2030 Comprehensive Plan, Page 2-9 and AUAR, 2007). Due to the location on the southern border of the NW Overlay District, the parcel and immediate vicinity is well over a decade out for actual low density residential development. In the interim, rural residential development is not allowed, and therefore, property owners have no options for their property – their hands are tied.

- **No Effect to Planned City Infrastructure**
 - The property is located at the terminus of the future planned Alverno District City Sanitary Sewer and therefore, this variance will not affect downstream planned development calculations (2030 Comprehensive Plan page 7-4 and AUAR, 2007).
 - The property is excluded from future city water services per the Future Water Systems and therefore, this variance will not affect downstream planned water calculations (2030 Comprehensive Plan page 8-12).
 - The property has no major, minor access, nor is a collector roadway (NW Area Collector Street Plan, 2012) and no minor/main arterial (page 5-5 and 5-32, 2030 Comprehensive Plan) and therefore, will not affect planned roadway systems or upgrades.
- **Property Excluded from Developable Land Analysis** - The property is excluded from the developable land district designations (Page 100, NW Area Collector Street Plan, 2012) and therefore, will not disrupt the developable land analysis and calculations.
- **Consistent with City Vision and Guiding Principles** –
 - This variance request aligns with the City vision of a *“development pattern that respects urban and rural lifestyles”* and *“respects and reflects its natural environment of open spaces, rolling meadows, wooded areas, lakes and wetlands.”* The 2030 Comprehensive Plan further states a priority to preserve open space, forest and wetland, all of which are located on this property (2030 Comprehensive Plan page 1-6 and 3-1).
 - This variance request aligns with the 2040 vision statement and guiding principles, including residential variety and retaining the rural character. We plan to maintain the natural features/open space of the entire property, character of the 1900s farmstead and raise a family (Vision and Guiding Principles, 2040 Comprehensive Planning process).

It is our intent to use the property in harmony with surrounding neighbors, the community and environment. We appreciate your consideration of this variance request and your understanding of the hardship with City Ordinance No. 1148.

Thank you in advance for your time.

Sincerely,

Sara & Ben Welna

Amy & Lance Lemieux

Enclosures

Figure 1: Property Location Map (NW Area Overlay District, modified)

Figure 2: Property Boundary Map (Dakota County GIS Parcel and Aerial, modified) (10 copies)

Attachment A – Legal Description

Attachment B – List of Surrounding Property Owners

Attachment C – Miscellaneous Referenced City Documents (enclosed for convenience)

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Northwest Area Overlay District



Boundary Adopted July 8, 2007

Planning Division

Map Date: June 2009

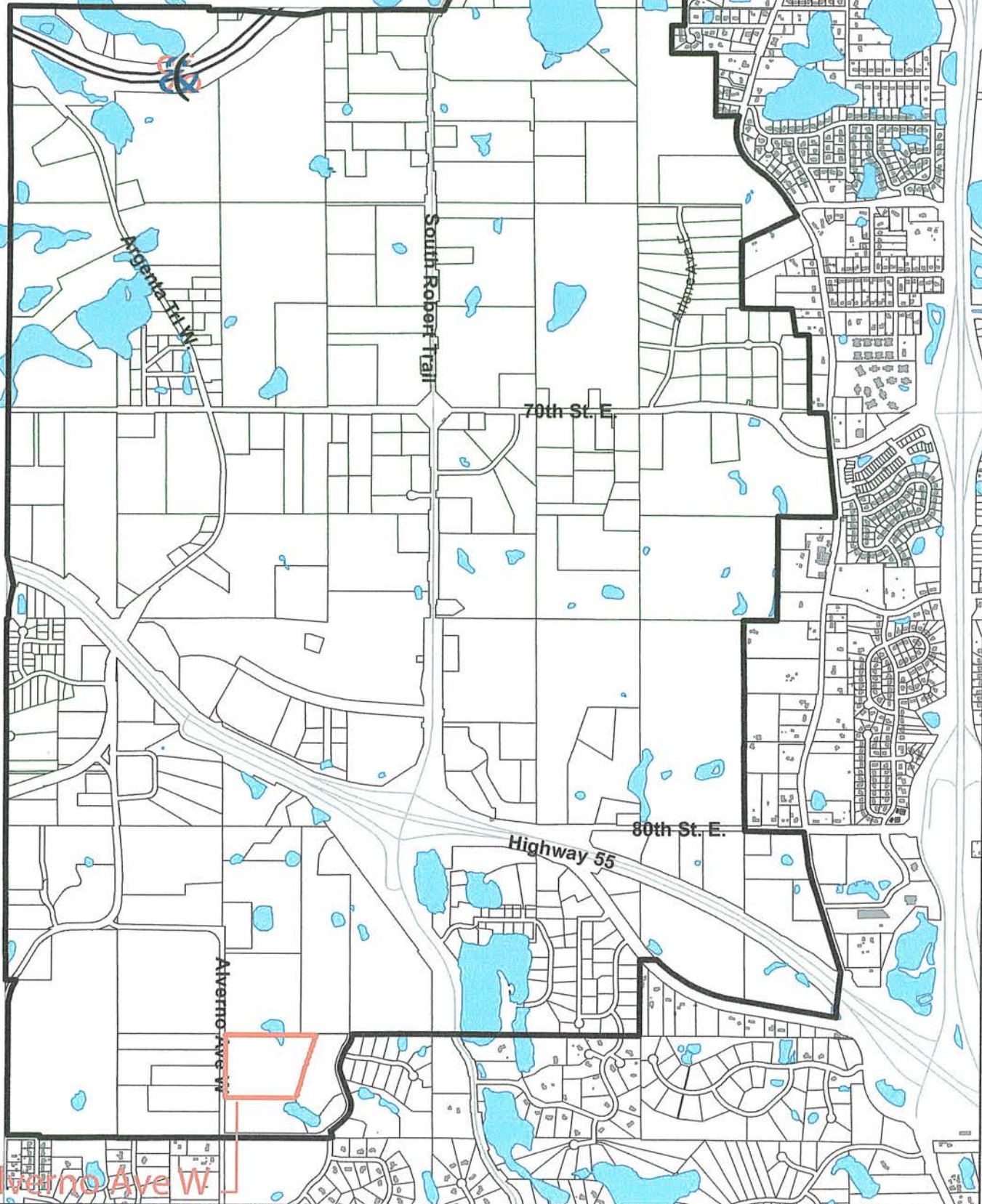


Figure 1

8580 Alverno Ave W

Attachment C – Miscellaneous Referenced City Documents

2030 Future Land Use Plan

RESIDENTIAL LAND USE

The Future Land Use Plan identifies five categories of residential land development including rural density residential (RDR), low-density residential (LDR), low-medium density residential (LMDR), medium density residential (MDR) and high density residential (HDR). The following is a review of each classification:

Rural Density Residential (RDR)

The rural density residential category is used in this comprehensive plan to recognize a land use pattern that has become firmly established in the southern portion of Inver Grove Heights. Over the past four decades, single-family home development on lots ranging from 2.5 acres to in some cases, 10 acres has become an established pattern in southern Inver Grove Heights. At the present time, this area contains over 1,600 residences, none of which are served by municipal utilities. Because of the extensive nature of the rural density residential area and the City's desire to accommodate a wide range of housing types, this development pattern is being considered permanent and it is anticipated that future infill development will match the existing pattern.

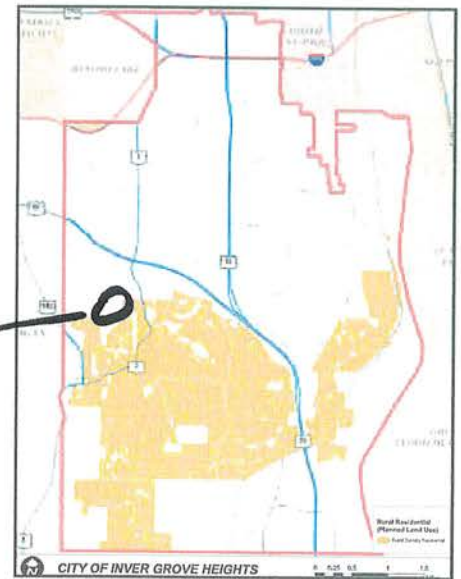
The rural density residential category features lots or parcels of 2.5 acres or more containing detached single-family housing without public water or sanitary sewer facilities. In addition to housing units, lots in this area are likely to have accessory uses such as small storage buildings associated with hobby farms and other related uses.

Substantial areas of existing development in the rural density area contain lots ranging from 5 to 10 acres. As additional lots are platted adjacent to these areas in the future, proper transitioning of lot sizes will need to be considered.

Low Density Residential (LDR)

The low-density residential category encompasses traditional "urban" density development in Inver Grove Heights. LDR includes lots or parcels ranging from 1 unit per acre to 3 units per net acre. Substantial portions of the low-density residential area are anticipated to develop at a density of one to three units per net acre. Housing types in the low-density residential

8580 Alverno Ave



Rural Density Residential

As additional lots are platted adjacent to these areas in the future, proper transitioning of lot sizes will need to be considered.

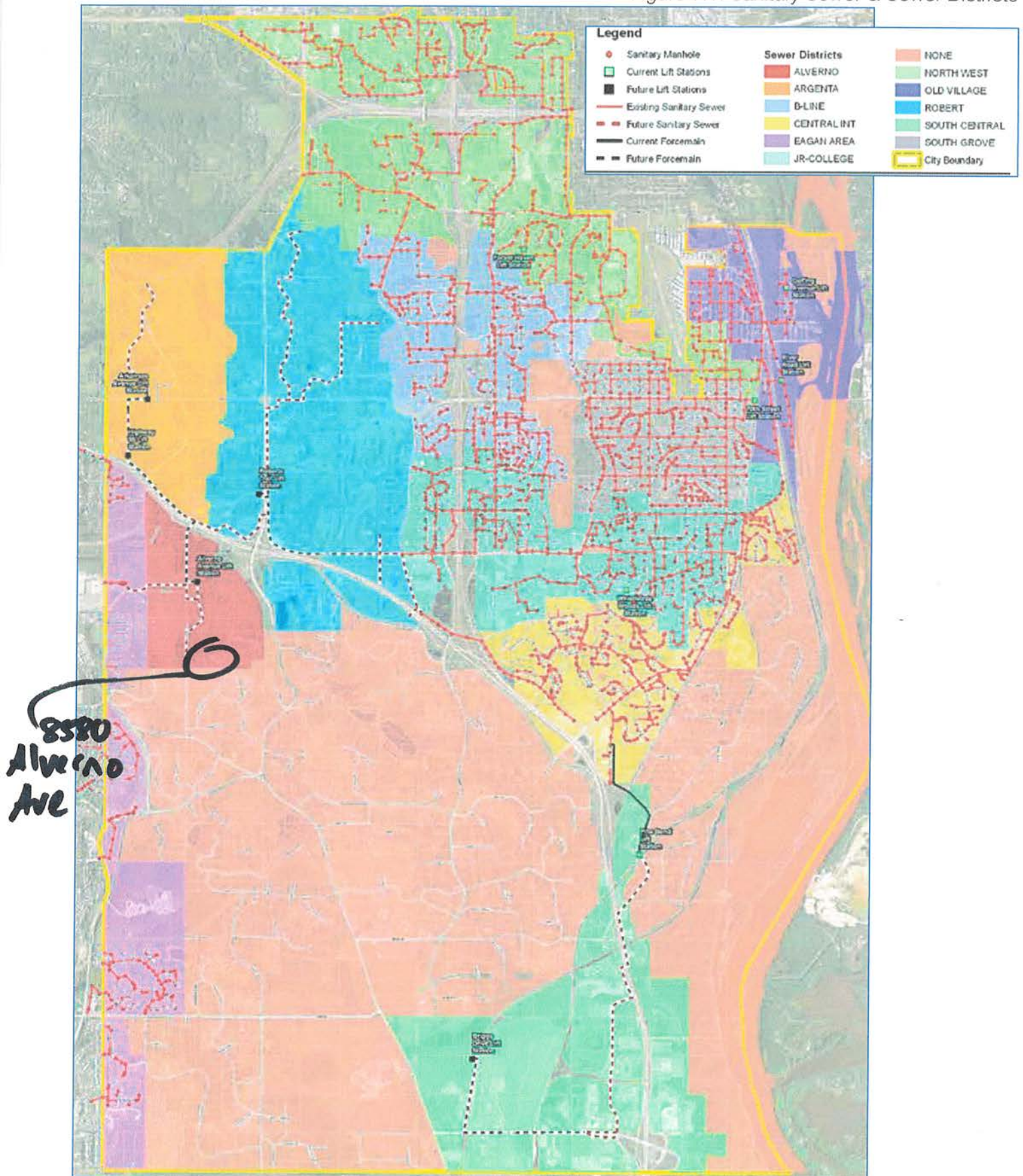
Determining Density :

Density is a way of determining the degree of development on a specific parcel based on the future land use guidance. We receive guidance from the Metropolitan Council on how to determine appropriate density calculations in Comprehensive Plans. The Metropolitan Council establishes these guidelines to ensure a consistent way of measuring density across all communities in the Metropolitan Area. This enables a consistent and coordinated way to allocate future growth and development that affects regional infrastructure planning.

Density for sewered areas is calculated on a "net" basis meaning that development projections are based on a land's carrying capacity which does not include land area prohibited from development based on existing laws or ordinances or lands needed for arterial road ROW.

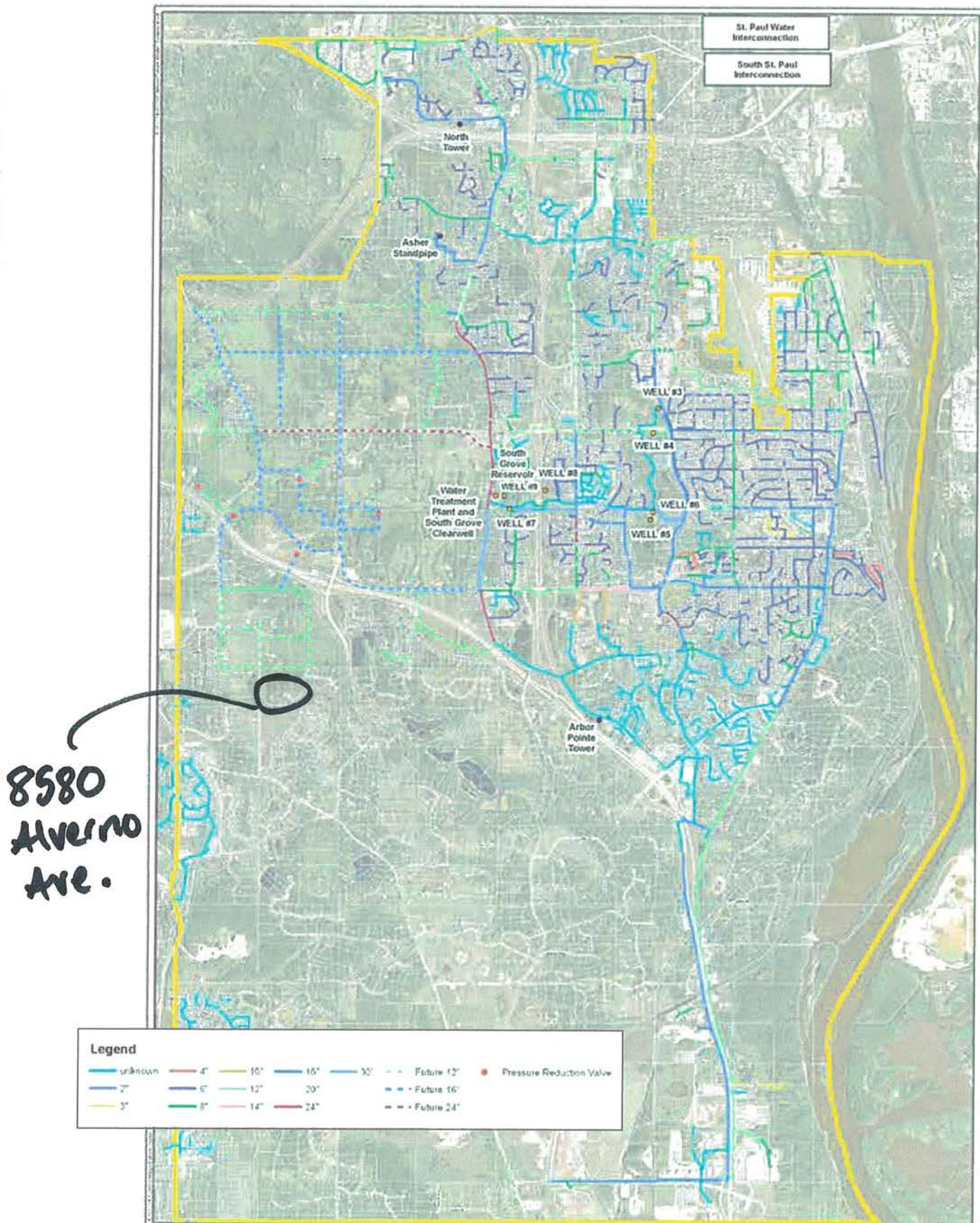
7. Sanitary Sewer

Figure 7.1: Sanitary Sewer & Sewer Districts



8. Water Supply Plan

Figure 8.3: Future Water System



5. Transportation

Figure 5.15: Future Roadway Functional Classification

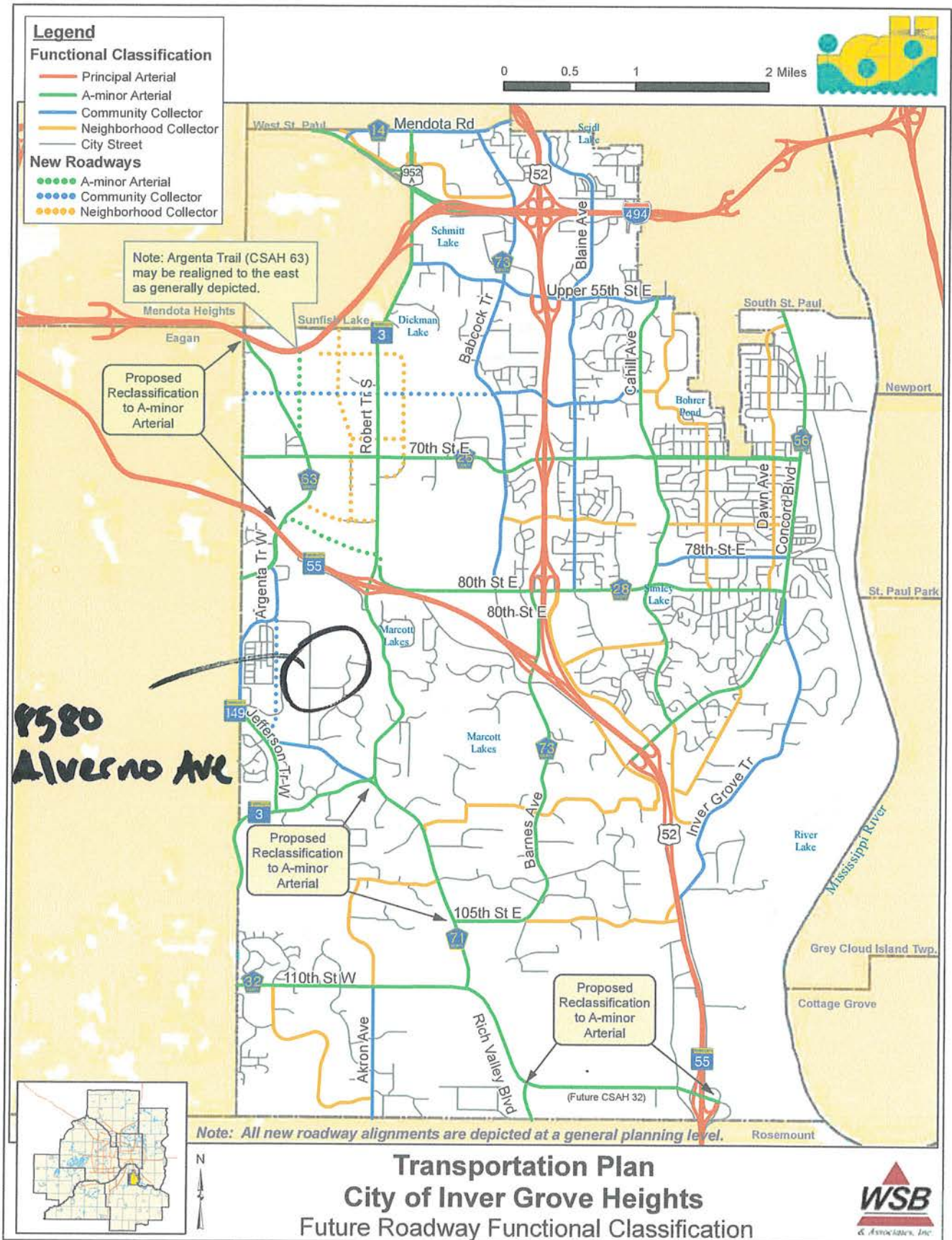
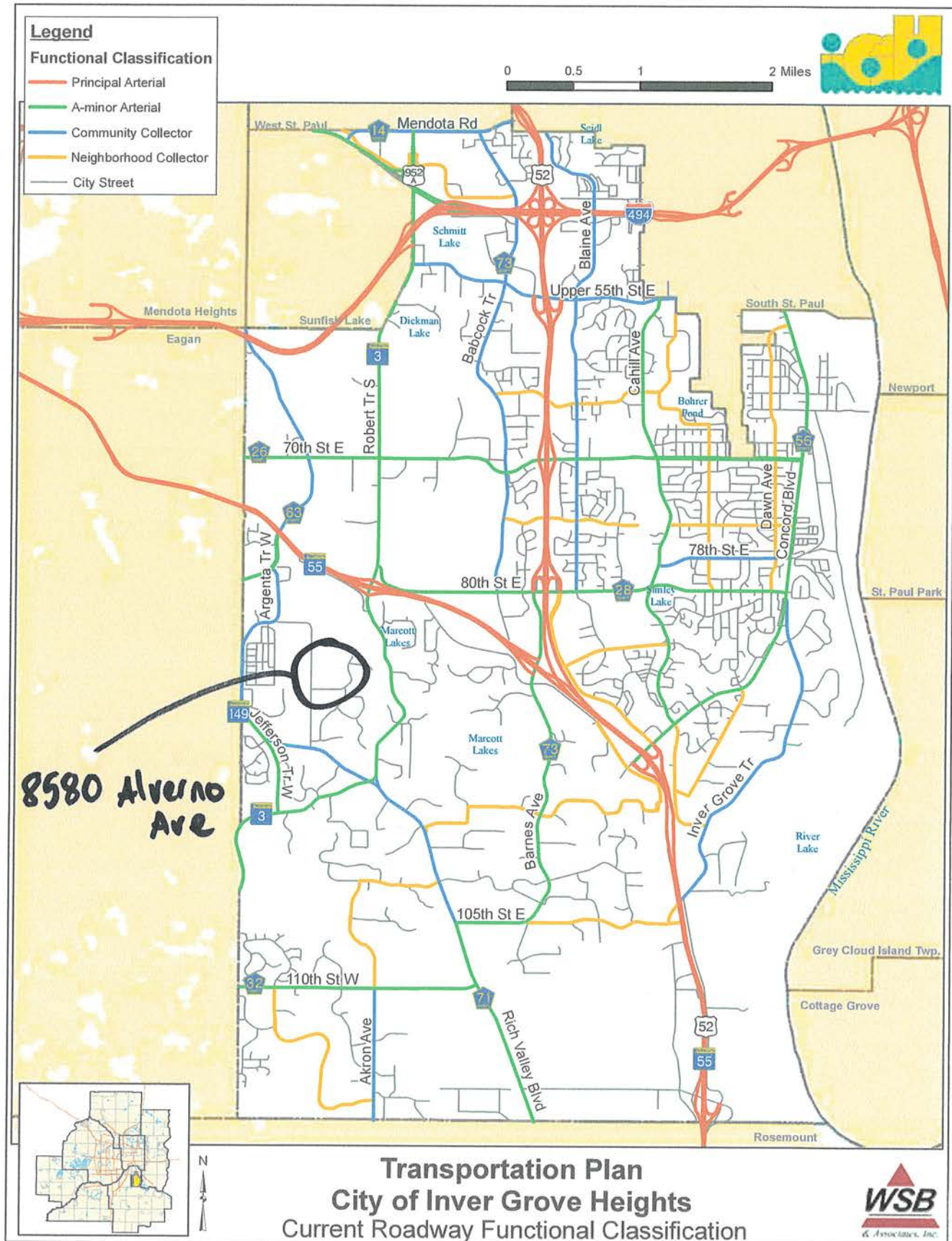


Figure 5.2: Functional Classification



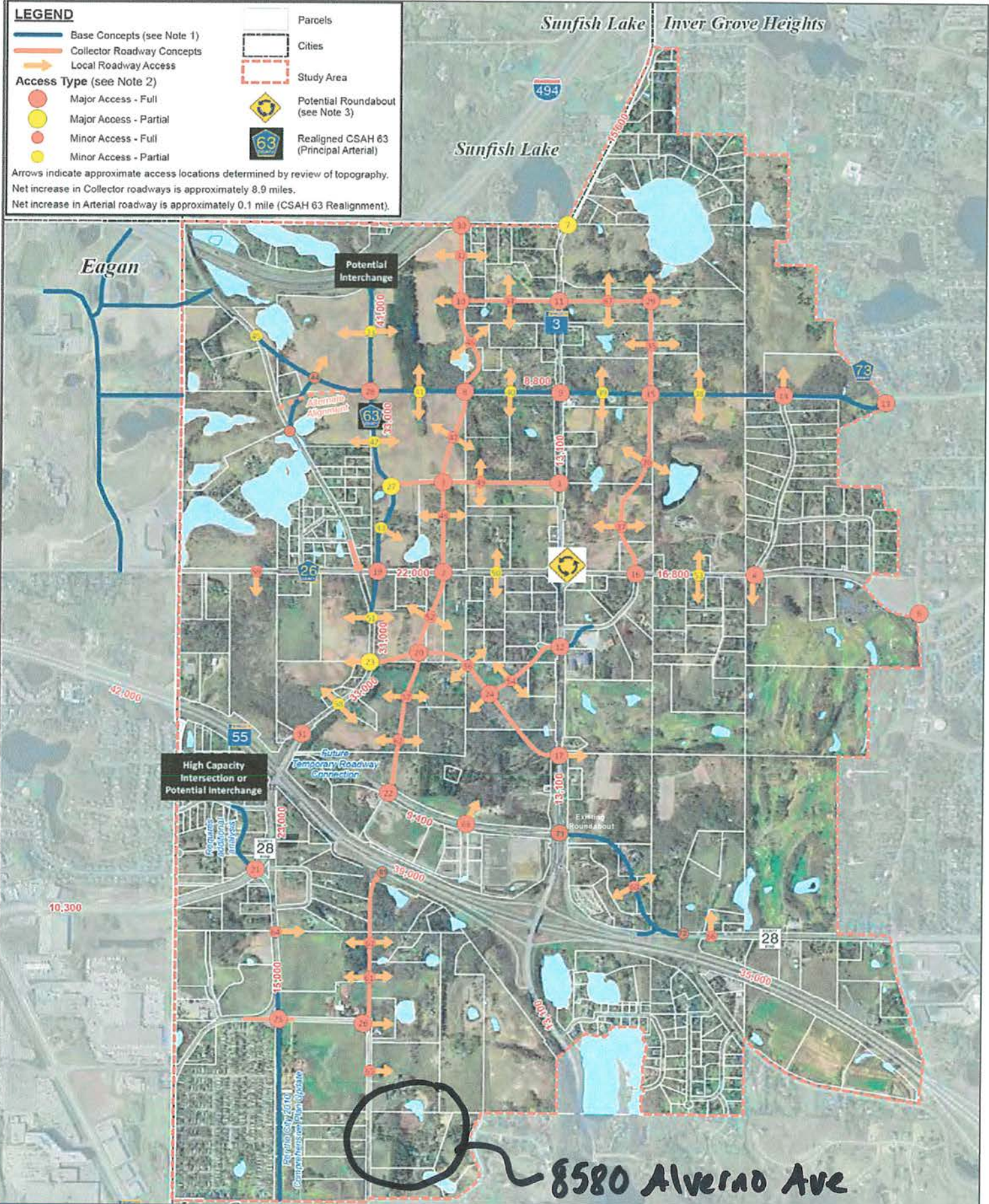
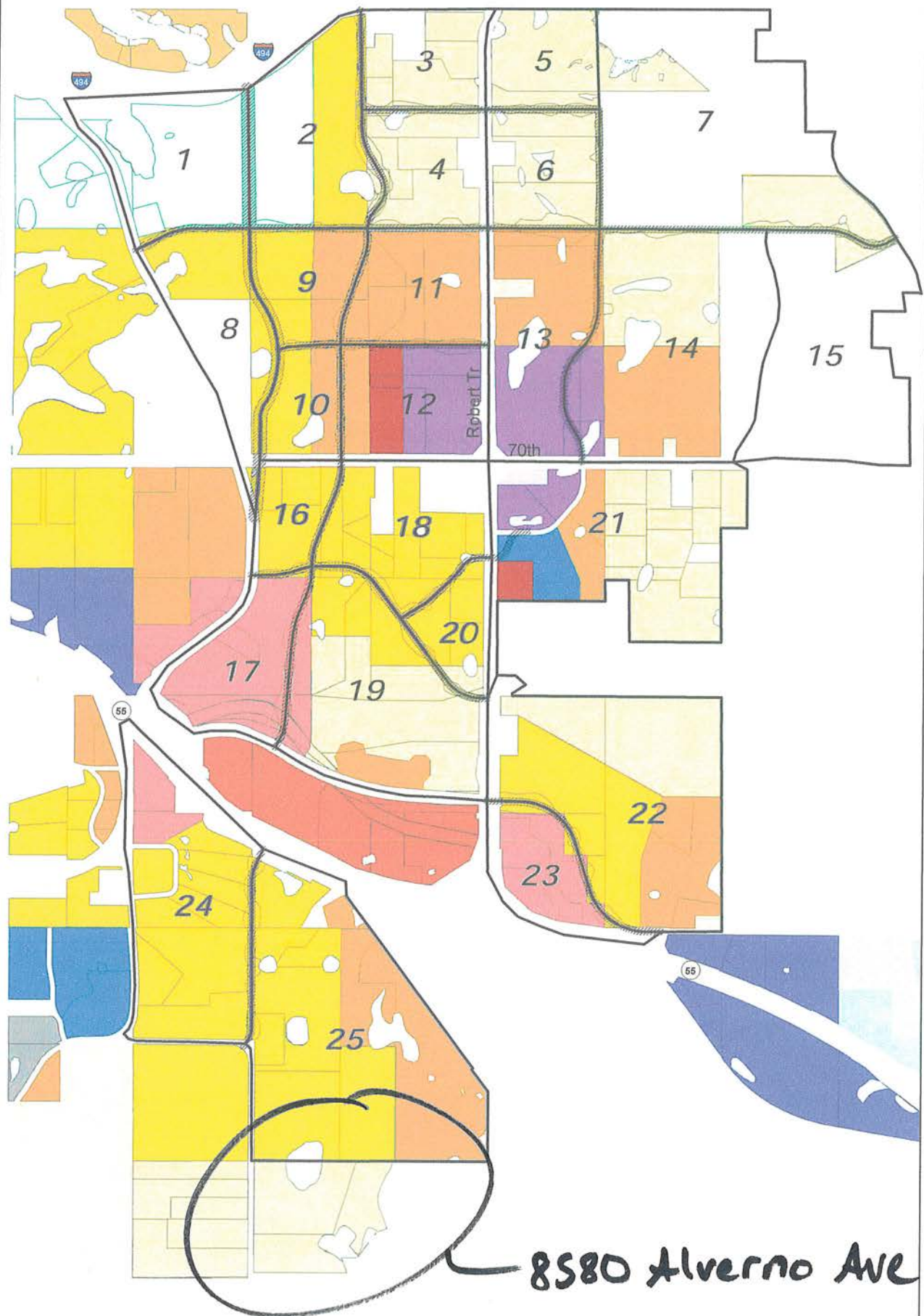


FIGURE 5-2. Recommended Collector Roadway System with Potential Access Locations

NORTHWEST EXPANSION AREA COLLECTOR STREET SYSTEM STUDY





Developable Land - Broken into Analysis Districts

1. Introduction

A healthy community is one that:

Preserves and respects its natural environment; balances residential growth with a strong and diverse job base; supports local opportunities for shopping and entertainment; values education systems; offers choice in how we move safely and efficiently throughout our community (walking, biking, driving and public transit); and, provides a variety of active and passive recreational opportunities.

were some common themes that evolved out of the public process. The most common theme was one that developed around the idea of a "Healthy Community." The idea of creating a healthier community is not a new idea, but has gained momentum in recent years. Since the last Comprehensive Plan update, there have been some significant changes in our environment that have highly influenced the health of our community. Some of these changes have ranged from peak oil prices, high home foreclosure rates and a stronger demand for more sustainable options. The degree of some of these recent trends may need to be addressed at a more regional, national or even global level. However, it is important to recognize the local impacts these trends may have on a community. For instance, the increase in oil prices has begun to influence our transportation choices. We may not be able to influence the price increase, but we can begin to explore other multi-modal options. This type of approach begins to embrace the idea of a healthy community that is not solely dependent on the automobile. In that respect, the Comprehensive Plan update has embraced the healthy community concept throughout the chapters of this document.

Vision



Active Living

Inver Grove Heights' Vision and Guiding Principles largely reflect the desired direction towards a healthy community. The vision addresses what the city should be, based on the community's heritage, the natural features that are inherent to the area, and the values of its people. In the context of this plan, vision serves as a reminder of "what Inver Grove Heights wants to be." From time to time, the community will need to review this vision statement to ensure that it continues to focus on the aspirations and achievements that are expected to occur. The planning process for the 2008 update provided an opportunity to critique the vision. The vision sets the stage for establishing goals for the community. The identified vision for the City of Inver Grove Heights is:

VISION STATEMENT

Inver Grove Heights will be a community that maintains a unique position in the Twin Cities area by providing a development pattern that accommodates both urban and rural lifestyles.

Future growth and development will reflect the heritage of the community.

The city will have a quality built environment that respects and reflects its natural environment of open spaces, rolling meadows, wooded areas, lakes and wetlands.

Inver Grove Heights will accommodate the needs of its diverse population by providing a variety of housing types, employment opportunities and a range of goods and services.

Inver Grove Heights will be an attractive, safe community that evokes a strong expression of community pride and a healthy environment in which to live, work and recreate.

Guiding Principles

The principles that have guided Inver Grove Heights over the last ten years continue to serve as statements of criteria by which community development issues can be assessed. For the Comprehensive Plan update, we continue to embrace these principles which have been reinforced through the public input process.

Together, the guiding principles and the vision serve the following purposes:

- They orient the community to the future, even to a future that is twenty years distant.
- They require imagination, recognizing that the direction that they set today will be the reality of the future.
- They look to current conditions and community traditions for clues to the appropriate future.
- They are based on a shared understanding of what the community desires for itself.
- They will be used as tools for evaluation of proposals, projects, ideas and future directions.
- They will be an anchor during conflict, a way of finding common ground and shared values.
- They become a basis for coordination and cooperation.
- They are a source of energy and enthusiasm for maintaining a commitment to the future of Inver Grove Heights.

1. Introduction

Sustainability

Sustainability is a characteristic that is often used to describe how we see our future communities, or a state that can be maintained at a certain level indefinitely. The Brundtland Commission (also known as the World Commission on Environment and Development) coined the term Sustainable Development as “development that meets the needs of the present without compromising the ability of future generations to meet their own needs.”

The notion of sustainability is woven throughout all of our plan, beginning with the guiding principles and continuing on through the goals and policies.



Residential Variety



Retain the Rural Character

The guiding principles are an important tool to be used in addressing future issues in Inver Grove Heights. They can be used as a conceptual yardstick in assessing future projects, developments and issues. While the community's plan will continue to evolve over time and modifications will be necessary to accommodate unforeseen circumstances, it is important that the spirit and intent of the guiding principles be upheld. In doing so, they will help to ensure that the steps that Inver Grove Heights has taken in preparing this Comprehensive Plan produce the desired results. The guiding principles include the following:

GUIDING PRINCIPLES

- **Maintain a Unique Identity**

Inver Grove Heights has evolved into a unique community, an element of pride to the City's residents. Factors that establish Inver Grove Heights as a unique community, including its sense of history, its location along the Mississippi River and its natural features, will be reflected in future growth.

- **A Well Balanced Tax Base**

Inver Grove Heights will preserve its fiscal integrity by maintaining a mix of land uses that result in a balanced tax base. A proper mix of land uses in the community will provide desired employment, goods and services while helping to maintain manageable residential tax rates.

- **Provide Diverse Services**

Inver Grove Heights residents seek a community that can meet all of their social and consumer needs. These needs and interests will be considered in defining a future mix of land uses and public services.

- **Residential Variety**

Residential developments containing a variety of housing types are encouraged where possible. Neighborhood areas will provide a mix of housing that affords residents the opportunity to move into alternative forms of housing as their needs change over time.

- **Retain the Rural Character**

Inver Grove Heights rural character is evident in the development pattern that exists today. Future development will reflect the community's rural heritage by providing open spaces and by protecting key natural features.

Natural Resources & CHAPTER 3 Environmental Protection

Introduction

An inventory of natural resources for a community typically includes soils, lakes, wetlands, ponds, topography, vegetation and floodplains. All of these resources lend definition to the City of Inver Grove Heights. The landscape of the community is defined by the rolling topography, the stands of mature timber, wetland depressions, the scattered lakes and the Mississippi River, which forms the eastern boundary of the community.



Harmon Landscape

In 1997, Inver Grove Heights' residents were asked to help define a future vision for the community. They cited unique topography, open spaces and the Mississippi River frontage as important community assets. In 2008, the community was asked to define the characteristics of a "healthy community" and again environmental features were a common result. Respecting the natural environment pays us great dividends over the long term. A healthy urban forest helps shade our community. Wetlands help clean our lakes and water resources. Intact open spaces serve as amenities that contribute to an enhanced quality of life and as a safe haven and home to an abundant wildlife population displaced as a result of urban development. Because of the importance of these open space areas and natural features in the community, they need to be carefully considered as part of the comprehensive planning process. In doing so, it is possible to preserve outstanding resource areas and create a future living environment that integrates the man-made development pattern within the natural characteristics of the landscape.



VISION AND GUIDING PRINCIPLES

Current Vision Statement

Inver Grove Heights is a community well positioned within the Twin Cities metropolitan area: minutes away from MSP International Airport, two major urban centers, and within an hour of Rochester and the world renowned Mayo Clinic. Inver Grove Heights supports a development pattern that accommodates urban, suburban, and rural lifestyles. Future growth and development will be forward thinking yet reflect the heritage of the community. The city will have a quality built environment that respects and protects its natural environment of open spaces, rolling meadows, wooded areas, clean lakes, and wetlands. Inver Grove Heights will accommodate the needs of all people by actively pursuing a variety of housing types, a connected and multi-modal (drive, bike, walk, bus) transportation system, a robust business community, and a range of goods and services. Inver Grove Heights will be a vital, attractive, safe community with a healthy environment that evokes strong community pride and supports a healthy and prosperous life for those who choose to make Inver Grove Heights their home.

What do you think?

Tell us what you think about this vision statement & guiding principles.



Guiding Principles

A Well Balanced Tax Base

Inver Grove Heights will preserve its fiscal integrity by maintaining a mix of land uses that result in a balanced tax base. A proper mix of land uses in the community will provide desired economic opportunities, employment, goods and services while helping to maintain manageable tax rates.

Provide Diverse Services

Inver Grove Heights residents seek a community that can meet their social and consumer needs. These needs and interests will be considered in defining a future mix of land uses and public services.

Residential Variety

Residential neighborhoods will contain a variety of housing types and levels of affordability. Neighborhood areas will provide a mix of housing that give residents the opportunity to live in Inver Grove Heights as their needs change over time.

Retain the Rural Character

Inver Grove Heights will protect and enhance its open space and natural features as a reflection of the community's rural heritage and existing rural development pattern.

Connect Parks & Open Space

Inver Grove Heights will provide a balanced park system that provides diverse recreational and leisure opportunities to all residents, is inter-connected (within the City), and is linked to regional points of interest.

Vibrant Pedestrian Friendly Commercial Centers

Inver Grove Heights will maintain vibrant pedestrian friendly commercial centers. Commercial centers will be accessible for all people, resilient, and offer an inviting atmosphere to shop, gather, and satisfy basic commercial service needs.

Planned Office & Industrial Areas

Efforts will be made to provide high quality planned office and industrial areas in Inver Grove Heights. Such uses will be sited carefully to protect neighborhoods, preserve natural features, and minimize environmental impacts while creating opportunities for business development and employment within the City.

Quality Infrastructure

Inver Grove Heights will maintain a high quality, technologically robust, and efficient infrastructure system. Utility, multi-modal transportation, and service delivery systems will meet both the present and future needs of the community. Development of individual renewable energy generation systems will be encouraged. Public infrastructure expenditures will be made on the basis of long-term costs and benefits rather than solely on initial cost.

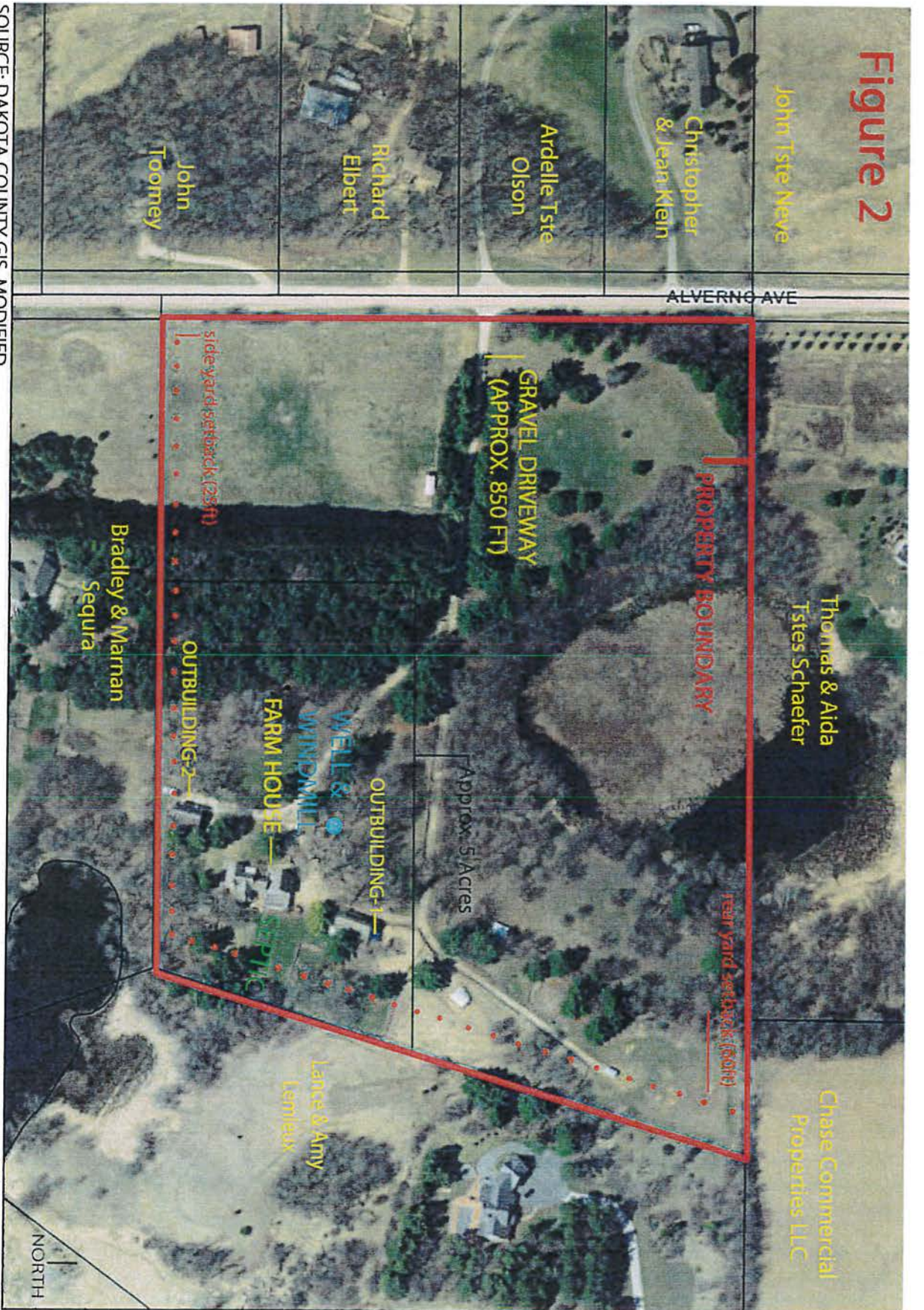
Maintain Educational Excellence

Inver Grove Heights has an excellent educational system for both primary and secondary education. Future planning of public and private facilities will keep pace with the technological advances necessary to support educational institutions.

An Attractive & Safe Environment

The community will emphasize an attractive and safe environment that affords residents the opportunity to get to know their neighbors. Sidewalks and trails will connect the city's neighborhoods and commercial centers. Public and private gathering spaces located throughout the community will accommodate formal and informal gatherings, which help support a strong sense of community.

Figure 2



SOURCE: DAKOTA COUNTY GIS, MODIFIED

SITE PLAN

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

GRIES ARCHITECTURAL GROUP (TOYOTA) – CASE NO. 18-15CA

Meeting Date: May 14, 2018
 Item Type: Regular Agenda
 Contact: Heather Botten 651.450.2569
 Prepared by: Heather Botten, Associate Planner
 Reviewed by: Planning

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to a Conditional Use Permit Amendment to allow an addition to the existing auto sales building for the property located at 4600 Akron Avenue

- Requires 4/5th's vote.
- 60-day deadline: May 18, 2018 (first 60-days)

SUMMARY

The applicant is requesting to demolish a small building on site along with a portion of the existing auto sales building to construct a 34,250-gross square foot, two-story building addition. The request also includes replacement of the existing asphalt on the easterly half of the property, along with the addition of retaining walls around the improved parking lot. The proposed improvements will result in an overall reduction of impervious surface on the property.

Automobile and off highway vehicle sales are considered a conditional use in the B-3 district. The proposed improvements are consistent with the Comprehensive Plan and meet the conditional use criteria. Access to the property would not be changing. All building and parking lot setbacks would be met. The exterior of the building would match the existing structure, complying with code requirements.

The applicant has been working with the City Engineering Department to finalize stormwater and grading plans. The applicant shall continue to work with the City to secure final approval of construction drawings. A stormwater facilities maintenance agreement, improvement agreement, and related agreements shall be executed between the applicant and the City relating to the location of proposed improvements and stormwater control on the property. These agreements will be in front of Council at a later date.

RECOMMENDATION

Planning Staff: Based on the information provided staff recommends approval of the conditional use permit amendment request as presented with the conditions listed in the attached resolution.

Planning Commission: At the April 17, 2018 public hearing, the Planning Commission recommended approval of the request with the conditions listed in the attached resolution (9-0).

Attachments: Conditional Use Permit Resolution
 Planning Commission Recommendation
 Planning Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT AMENDMENT
TO ADD AN ADDITION TO THE EXISTING AUTO SALES BUILDING ALONG WITH
OTHER PROPERTY IMPROVEMENTS**

Gries Architectural Group (Toyota)
Case No. 18-15CA

WHEREAS, the request is for the property located at 4600 Akron Avenue and legally described as:

**Lot 5, Glen Clarke Homestead, except the South 274.8 feet thereof, according to the
recorded plat, Dakota County, Minnesota**

WHEREAS, an application for a conditional use permit amendment has been submitted to allow a 34,250-gross square foot, two-story building addition to the existing auto sales building;

WHEREAS, the aforescribed property is zoned B-3, General Business;

WHEREAS, an automobile and off highway vehicle sales lot is a conditional use in the B-3 District;

WHEREAS, the request has been reviewed against Title 10, Chapter 3, Article A, Section 10-3A-5 regarding the criterion for a Conditional Use Permit and meets the minimum standards; the request is consistent with the Comprehensive Plan, is in conformance with the Zoning Ordinance and it does not have a negative impact on public health, safety or welfare;

WHEREAS, a public hearing concerning the conditional use permit amendment was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on April 17, 2018;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a conditional use permit amendment to add an addition to the existing building is hereby approved subject to the following conditions:

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

Site Plan	dated 04/09/18
Building Elevations	dated 03/19/18
Civil Plan Set	dated 03/19/18
2. All parking lot lighting on site shall be a down cast "shoe-box" style and the bulb shall not be visible from property lines.
3. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
4. Any expansion of the use as shown on the site plan requires additional city approvals and is not part of this conditional use permit.
5. A storm water facility maintenance agreement shall be prepared by the City Attorney and executed by both the City and the property owner to ensure long term maintenance of the facilities. An operation and maintenance plan shall be prepared annually and sent to the City.
6. An improvement agreement and any other agreements related thereto shall be prepared by the City Attorney and executed by both the City and the property owner prior to the issuance of a building permit.
7. Prior to the issuance of a building permit, an Engineering cash escrow and letter of credit shall be submitted to the City to ensure the proper construction of the improvements and to review the drainage modeling.
8. The developer shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence. Prior to commencement of any grading, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer.
9. All final development plans shall be subject to the review and approval of the City Fire Marshal.
10. The storm water pollution prevention plan (SWPPP) shall be followed.

11. No vehicle display or employee parking shall be allowed on public streets, street boulevards, or landscaped areas on the dealership property.
12. Customer and employee parking shall be clearly signed and no display vehicles shall be allowed in this area.
13. All display pennants, flags, searchlights, balloons and other similar devices shall be limited to no more than 10-days per calendar year. Use of such devices require a sign permit.
14. All signage shall be in conformance with the sign regulations of the City.
15. Any new rooftop equipment shall be substantially screened from view as seen from a reasonable viewing perspective.
16. Prior to commencing construction, the applicant shall obtain all necessary federal, state, and local permits including, but not limited to a MnDot drainage permit.
17. A landscaping plan shall be submitted and approved by the Planning Department prior to the issuance of a building permit.
18. Resolution No. 04-121 shall become null and void and shall be replaced by the terms of this conditional use permit.

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

Adopted by the City Council of Inver Grove Heights this 14th day of May, 2018.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: April 17, 2018

SUBJECT: **GRIES ARCHITECTURAL GROUP (TOYOTA) – CASE NO. 18-15CA**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a conditional use permit amendment to add a 24,000 square foot addition to the existing building, for the property located at 4600 Akron Avenue. 8 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the applicant is requesting to demolish a small building on site and a portion of the existing auto sales building and construct a 34,250-gross square foot two-story building addition. The request also includes replacement of the existing asphalt on the easterly half of the property, along with the addition of retaining walls around the improved parking lot. The proposed improvements will result in decreased impervious surface on the property. A landscaping plan must be submitted and approved by staff prior to issuance of a building permit. Staff recommends approval of the request with the conditions listed in the report. Staff did not hear from any of the surrounding property owners.

Opening of Public Hearing

Jeff Stearns, General Manager of Inver Grove Toyota, 2052 Boulder Road, Chanhassen, and Brannin Gries, 500 N. Commerce Street, Neenah, WI, advised they were available to answer any questions.

Chair Maggi asked the applicants if they read and understood the report.

Mr. Stearns and Mr. Gries replied in the affirmative.

Chair Maggi closed the public hearing.

Planning Commission Recommendation

Motion by Commissioner Scales, second by Commissioner Wippermann, to approve the request for a conditional use permit amendment to add a 24,000 square foot addition to the existing building, for the property located at 4600 Akron Avenue, with the conditions listed in the report.

Motion carried (9/0). This item goes to the City Council on May 14, 2018.

P L A N N I N G R E P O R T
CITY OF INVER GROVE HEIGHTS

HEARING DATE: April 17, 2018

CASE NO: 18-15CA

APPLICANT: Gries Architectural Group (Toyota)

PROPERTY OWNER: LKMCD Properties LLC

REQUEST: A conditional use permit amendment to add an addition to the existing auto sales building.

LOCATION: 4600 Akron Avenue

COMPREHENSIVE PLAN: RC, Regional Commercial

ZONING: B-3, General Business

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Heather Botten
Associate Planner



BACKGROUND

The applicant is requesting a conditional use permit amendment to demo a portion of the existing building and construct a 34,250 +/- gross square foot, two-story, building addition (24,000 sq ft footprint expansion). The addition consists of a service and detailing area along with a car wash. The request also includes replacement of the existing asphalt on the easterly half of the property, along with the addition of retaining walls around the improved parking lot.

The specific request consists of the following:

- A.) A **Conditional Use Permit Amendment** to add an addition to the existing auto sales building and other related property improvements

EVALUATION OF THE REQUEST

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

North	Car dealerships and Southview Animal Hospital; zoned B-3; guided RC
East	Car dealerships; zoned B-3; guided RC
South	Car dealership and Kremer Springs; zoned B-3 and I-1; guided RC
West	Car dealership; zoned B-3; guided RC, Regional Commercial

SITE PLAN REVIEW

Building Setbacks. The proposed building addition is at the same setback as the existing building, exceeding setback requirements.

Access. Access to the site is not changing; there are two access points off Akron Avenue.

Parking Lot. The easterly half of the property will be regraded with new asphalt and retaining walls installed. The side and rear five foot parking lot setbacks have been met. All storage of vehicles must be on bituminous or similar hard surface, no parking of vehicles is allowed on grass or in the right-of-way.

Lot Coverage. The amount of impervious surface on the property will decrease slightly due to the parking lot having greater setbacks than the existing layout along the north and east property lines.

Landscaping. The original CUP approval in 2004 required the equivalent of 10 trees on the property for the car dealership. Staff recommends the same landscaping requirements carry over to the proposed request. A landscaping plan shall be submitted and approved by the Planning Department prior to the issuance of a building permit demonstrating where the existing and/or proposed trees would be located. If there would be any removal of existing landscaping, it would require replacement or relocation of said plantings.

Engineering. Engineering has reviewed the plans and has been working with the applicant on stormwater and grading requirements. The proposed plan slightly decreases the amount of runoff on the property. Water from the site eventually drains to Sunfish Lake and a MnDot pond, therefore approval from both entities is required prior to grading on the property. Engineering has made some recommendations on conditions that should be added to the approval. These conditions are included in the list of conditions at the end of this report. The applicant shall continue to work with the City to secure final approval of the construction drawings.

Lighting. Lighting on the property shall be in conformance with City Code. The source of light shall be hooded, recessed, or controlled in some manner so as not to be visible from adjacent property or streets.

Trash. The trash enclosure is proposed to be located in the SE corner of the property, complying with setback requirements. The proposed materials comply with section 10-15-9D of the City Code.

Exterior Building Materials. The exterior of the building would match the existing building, complying with code requirements.

Rooftop Screening. As a consistent policy of commercial development, any roof top equipment shall be screened from view from the street. If necessary, the form of screening will be reviewed at time of building permit. This condition would apply to all new rooftop equipment.

Fire Marshal Review. All plans shall be subject to the review and approval of the City Fire Marshal for fire lane designation and the signage or marking of the fire lanes at time of building permit.

Signage. The site improvements include new signage. Signage is not approved as part of the CUP request. Signage on the property shall follow section 10-15E of the city code. A building permit is required for any new signs or changes to the existing signs.

GENERAL CONDITIONAL USE PERMIT REVIEW

This section reviews the plans against the CUP criteria in the Zoning Ordinance (Section 10-3A).

1. *The use is consistent with the goals, policies and plans of the City Comprehensive Plan, including future land uses, utilities, streets and parks.*

The use is consistent with the goals, policies, and plans of the Comprehensive Plan. The future land use of this parcel is Regional Commercial, automobile sales is consistent with the uses envisioned in this district.

2. *The use is consistent with the City Code, especially the Zoning Ordinance and the intent of the specific Zoning District in which the use is located.*

The applicant's property is zoned commercial. The land use of auto sales is consistent with the intent of the B-3 zoning district.

3. *The use would not be materially injurious to existing or planned properties or improvements in the vicinity.*

The proposed addition would not have a detrimental effect on public improvements in the vicinity of the property.

4. *The use does not have an undue adverse impact on existing or planned City facilities and services, including streets, utilities, parks, police and fire, and the reasonable ability of the City to provide such services in an orderly, timely manner.*

The proposed improvements do not appear to have any negative effects on City facilities or services. Engineering, Fire, and Inspection Departments would review and approve plans for code compliance prior to any improvements being done on the property.

5. *The use is generally compatible with existing and future uses of surrounding properties, including:*

- i. *Aesthetics/exterior appearance*

All four sides of the building shall have an equally attractive or the same fascia as the front of the building.

- ii. *Noise*

The proposed addition would not generate noises that are inconsistent with B-3 zoning.

- iii. *Fencing, landscaping and buffering*

Fencing is not required and a landscaping plan will have to be approved.

6. *The property is appropriate for the use considering: size and shape; topography, vegetation, and other natural and physical features; access, traffic volumes and flows; utilities; parking; setbacks; lot coverage and other zoning requirements; emergency access, fire lanes, hydrants, and other fire and building code requirements.*

Access to the site is not changing. The amount of traffic would not be out of the ordinary for a commercial area. Building setbacks exceed code requirements.

7. *The use does not have an undue adverse impact on the public health, safety or welfare.*

This use does not appear to have any negative effects on the public health, safety or welfare.

8. *The use does not have an undue adverse impact on the environment, including, but not limited to, surface water, groundwater and air quality.*

This use would not have an undue adverse impact on the environment. The applicant is working with the City Engineering Department creating a stormwater treatment plan, reducing the amount of runoff on the property.

ALTERNATIVES

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

- A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be taken:

- Approval of a **Conditional Use Permit Amendment** to add an addition to the existing auto sales building and other related property improvements subject to the following conditions:

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

Site Plan	dated 04/09/18
Building Elevations	dated 03/19/18
Civil Plan Set	dated 03/19/18
Landscaping	dated TBD

2. All parking lot lighting on site shall be a down cast “shoe-box” style and the bulb shall not be visible from property lines.

3. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
4. Any expansion of the use as shown on the site plan requires additional city approvals and is not part of this conditional use permit.
5. A storm water facility maintenance agreement shall be prepared by the City Attorney and executed by both the City and the property owner to ensure long term maintenance of the facilities. An operation and maintenance plan shall be prepared annually and sent to the City.
6. An improvement agreement and any other agreements related thereto shall be prepared by the City Attorney and executed by both the City and the property owner prior to the issuance of a building permit.
7. Prior to the issuance of a building permit, an Engineering cash escrow and letter of credit shall be submitted to the City to ensure the proper construction of the improvements and to review the drainage modeling.
8. The developer shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence. Prior to commencement of any grading, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer.
9. All final development plans shall be subject to the review and approval of the City Fire Marshal.
10. The storm water pollution prevention plan (SWPPP) shall be followed.
11. No car display or employee parking shall be allowed on public streets, street boulevards, or landscaped areas on the dealership property.
12. Customer and employee parking shall be clearly signed and no display vehicles shall be allowed in this area.
13. All display pennants, flags, searchlights, balloons and other similar devices shall be limited to no more than 10-days per calendar year. Use of such devices require a sign permit.
14. All signage shall be in conformance with the sign regulations of the City.
15. Any new rooftop equipment shall be substantially screened from view as seen from a reasonable viewing perspective.

16. Prior to commencing construction, the applicant shall obtain all necessary federal, state, and local permits including, but not limited to a MnDot drainage permit.
17. A landscaping plan shall be submitted and approved by the Planning Department prior to the issuance of a building permit.
18. Resolution No. 04-121 shall become null and void and shall be replaced by the terms of this conditional use permit.

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

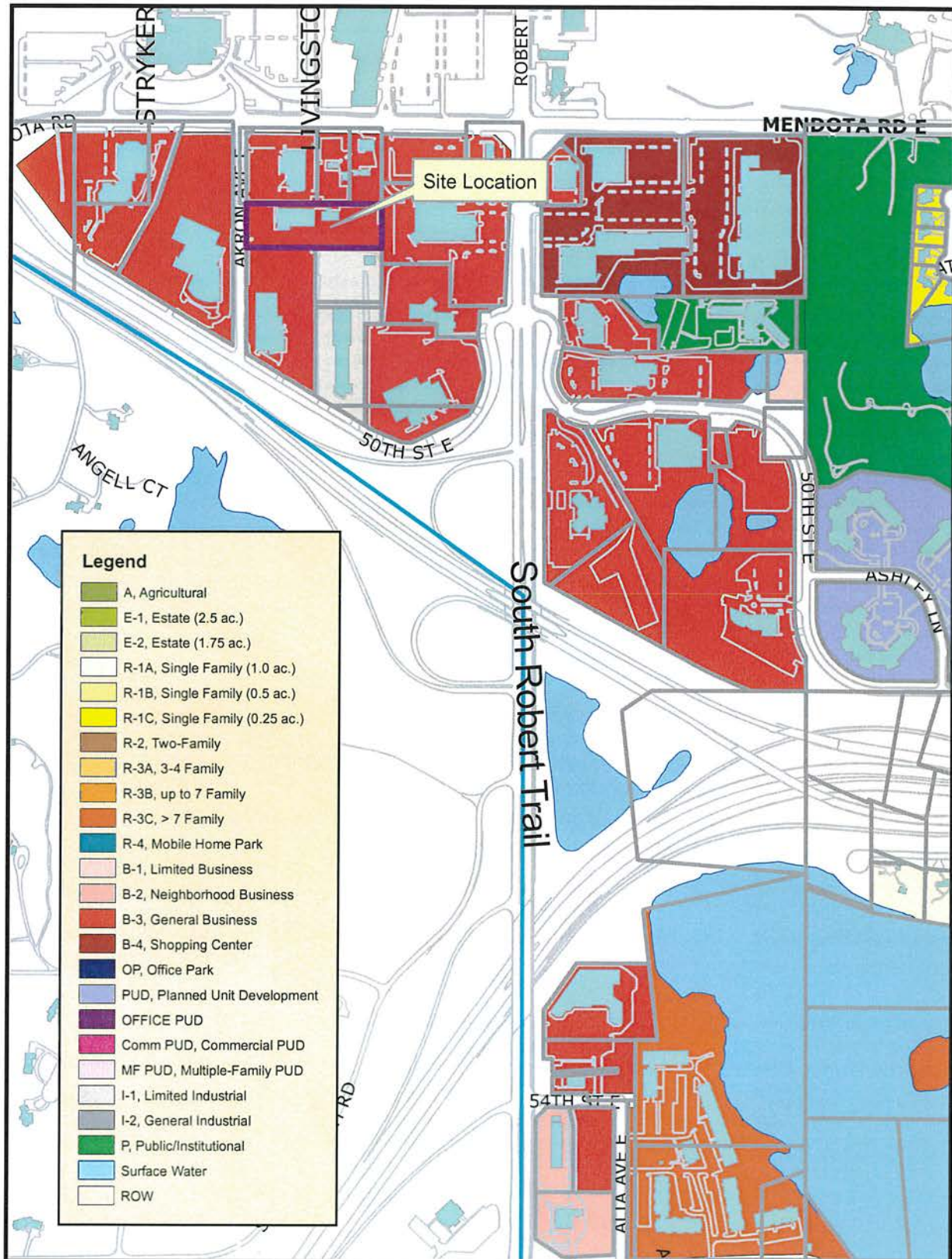
RECOMMENDATION

Based on the information in the preceding report and the conditions listed in Alternative A, staff is recommending approval of the request as presented.

Attachments: Zoning/Location Map
Narrative
Site Plan
Grading Plan
Elevations



4600 Akron Avenue



THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED.

Map produced by the City of Inver Grove Heights GIS Dept.
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Zoning and Location Map
Exhibit A

Map not to scale

INVER GROVE TOYOTA SERVICE CENTER PROJECT NARRATIVE

Location:

4600 Akron Avenue
Inver Grove Heights, MN

Applicant:

Gries Architectural Group – on behalf of - Inver Grove Toyota

Proposal:

This project request for a Conditional Use Permit to demolish most of an existing former automotive sales and service facility building and construct a new 24,000 S.F. Service and Detailing Addition

Inver Grove Toyota has acquired this site to the north of its primary sales and service facility with the intention of expanding its facilities and improving the property for their use

Although the building will be mostly out of the public view, the exterior of the building will be modern looking. The use of large precast concrete panels with large windows integrated into the panels will provide a clean and crisp exterior similar to the Inver Grove Toyota building's attached service building located on the adjacent site to the south. The metal panels for the exterior materials on the remaining portion of the existing building will remain.

Operations:

Hours of operation for service and maintenance will be from more limited than the main facility to the south. Vehicles will not be displayed with hoods or truck lids up, or doors open, nor will they be displayed on ramps or moving platforms. On-site security techniques will include, but are not limited to, lighting, low landscape, and surveillance cameras. Parts and vehicle deliveries will take place daily with multiple parts deliveries per day. Trucks will vary in size depending on the type of delivery; however range from full 53' trailer trucks to box trucks, and vans. The deliveries by truck will be no more than is currently happening at the main facility to the south of this site.

**Landscaping
& Screening:**

There will be some additional landscaping. The site has areas with trees around the borders. Opportunities for new landscaping are very limited. The new addition will mostly be screened from view by the surrounding buildings.

Signage:

Building signage will be individually internally illuminated, plastic faced light bar, metal sided letters. Building and directional signage will be submitted at a later date for staff review and approval. One monument sign will be added to the site.

Lighting:

Lighting will be in conformance with City Inver Grove Heights Codes and Standards. Currently lighting is on poles with concrete bases.

**Adjacent
Land Use:**

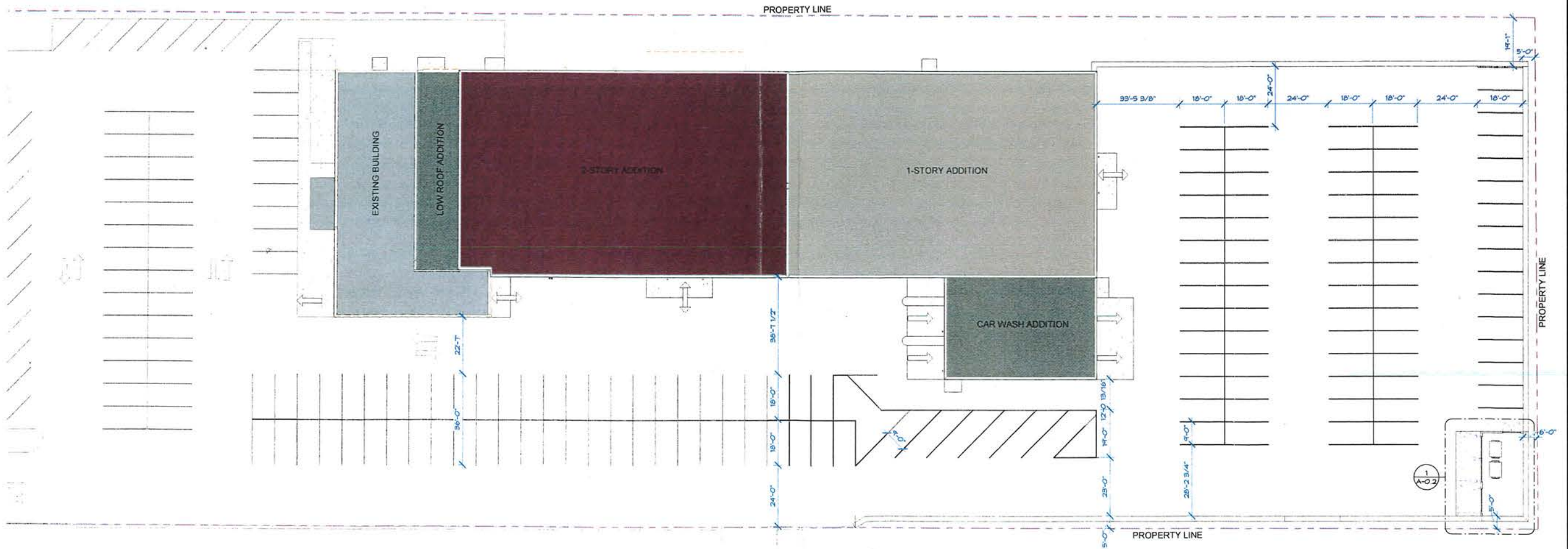
Similar automotive uses are adjacent to this proposed site to the north and south.

Hazards:

We do not feel there will be any negative impacts on neighboring properties due to noise, dust, odors, hazards, or lighting. The car wash will have a dryer component but is not located near any existing development. All lighting will comply with City requirements. No hazardous materials will be stored onsite that exceed NFPA requirements.

Traffic Impacts:

Please refer to site plan for proposed driveway locations and delivery locations..



1 SITE PLAN
A-0.1 1" = 20'-0"

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 Neenah, Wisconsin 54956
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www.griesarchitectural.com

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SB
CONSTRUCTION, INC.

ADDITION TO EXISTING BUILDING FOR
INVER GROVE TOYOTA
 INVER GROVE HEIGHTS,
 MINNESOTA

date: 04/02/2018
 job: 17-068
 d. by: RSK
 rev.: 04/09/2018

A-0.1

INFILTRATION BASIN CONSTRUCTION NOTES

1. INFILTRATION BASIN CONSTRUCTION REQUIREMENTS:
(INCLUDES ALL DEVICES USING FILTRATION THROUGH A SOIL MEDIUM TO CAPTURE STORM WATER RUNOFF BUT ARE NOT LIMITED TO: INFILTRATION BASINS, INFILTRATION TRENCHES, BIOFILTRATION BASINS, RAINWATER GARDENS, SAND FILTERS, ORGANIC FILTERS, BIOTENTION AREAS, ENHANCED SWALES, DRY STORAGE PONDS WITH UNDERDRAIN DISCHARGE, AND NATURAL DEPRESSIONS IF USED TO PROVIDE STORMWATER TREATMENT OF NEW IMPERVIOUS SURFACE)

1.a. THE INFILTRATION BASIN SHALL BE EXCAVATED TO NO LOWER THAN 2.0 FEET ABOVE FINISHED GRADE DURING CONSTRUCTION WITH THE EXCEPTION OF INSTALLING THE INLET FLARED END SECTION (IF APPLICABLE). ONCE STREET AND UTILITY CONSTRUCTION CEASES AND "FINAL STABILIZATION" (AS DEFINED ACCORDING TO MNR1000001 CONSTRUCTION STORM WATER PERMIT SECTION IV.G) OF CONTRIBUTING DRAINAGE AREA HAS BEEN COMPLETED, AND ONLY AFTER THE OWNER'S ENGINEER AUTHORIZES CONTRACTOR TO PROCEED, INFILTRATION BASIN SHALL BE EXCAVATED TO FINISHED GRADE.

1.b. HEAVY EQUIPMENT SHALL NOT TRAVEL WITHIN THE INFILTRATION BASIN AREA. EXCAVATION WITHIN THE INFILTRATION BASIN SHALL BE PERFORMED BY USE OF A BACKHOE BUCKET WITH TEETH. CONTRACTOR SHALL DISC OR TILL THE SOILS IF REQUIRED BY THE SOILS ENGINEER.

1.c. INFILTRATION BASIN SHALL BE PROTECTED BY SILT FENCE DURING ALL CONSTRUCTION ACTIVITIES. ALL DEPOSITED SEDIMENT DURING CONSTRUCTION ACTIVITY SHALL BE PROPERLY DISPOSED OF DOWNSTREAM OF INFILTRATION BASIN, IF POSSIBLE.

1.d. ALL FLARED END SECTION INLETS AND CATCH BASIN MANHOLE INLETS SHALL HAVE INLET EROSION CONTROL PROTECTION IN PLACE UNTIL FINAL STABILIZATION BASIN HAS OCCURRED.

1.e. ABOVE THE INFILTRATION BASIN OUTLET ELEVATION, INCLUDING THE BERM AND DISTURBED AREAS, A MINIMUM OF 4" DEPTH OF TOPSOIL MATERIAL SHALL BE PLACED TO THE FINISHED GRADE ELEVATION. TOPSOIL SHALL MEET (MN/DOT) SPECIFICATION. THE AREA SHALL BE SEED WITH MN STATE SEED MIXTURE 25-131 (LOW MAINTENANCE TURF) APPLIED AT A RATE OF 220 LBS/ACRE, OR MN STATE SEED MIXTURE 35-241 (MESIC PRAIRIE GENERAL) APPLIED AT A RATE OF 36.5 LBS/ACRE. SOO MEETING (MN/DOT) SPECIFICATION 3878.2-B CAN BE SUBSTITUTED FOR SEED.

SEED APPLICATION PROCEDURE:
MIXTURE APPLICATION PROCEDURES SHALL FOLLOW (MN/DOT) SPECIFICATION 2575.3. SEED SHALL BE SECURED BY USE OF (MN/DOT) SPECIFICATION 3885 CATEGORY 1 EROSION BLANKET.

ABSENT A SOIL TEST, FERTILIZER MEETING ANALYSIS 22-5-10 (NPK) 80% W.N. SHALL BE APPLIED AT A RATE OF 350 LBS/ACRE FOR SEED MIXTURE 25-131, OR FERTILIZER WITH AN ANALYSIS OF 18-1-8 (NPK) (FOR LOAMS, CLAY LOAM SOIL), OR 17-10-7 (NPK) (FOR SANDS WITH LESS THAN 30% ORGANIC AND CLAY MATTER) NATURAL BASE

SHALL BE APPLIED AT A RATE OF 150 LBS/ACRE FOR SEED MIXTURE 35-241.

1.f. BELOW THE INFILTRATION BASIN OUTLET, INCLUDING BASIN FLOOR, PLACE PLANTING MEDIUM SOIL BASED ON SITE SOIL CONDITIONS, AND ALSO BASED ON LANDSCAPE ARCHITECT, WATERSHED, AND/OR CITY RECOMMENDATIONS (SEE DETAIL ON PLAN). DISTURBED AREAS TO BE SEED WITH MN STATE SEED MIXTURE 35-261 (STORMWATER SOUTH AND WEST) APPLIED AT A RATE OF 35 LBS/ACRE. DRAIN TILE INSTALLATION (IF REQUIRED) SHALL BE INSTALLED CONCURRENTLY WITH FLOOR CONSTRUCTION.

NOTE: INFILTRATION BASIN FLOOR EXCAVATING, PLANTING MEDIUM SOIL PLACEMENT, DRAIN TILE INSTALLATION, ETC. SHALL TAKE PLACE ONLY AFTER THE OWNER'S ENGINEER AUTHORIZES CONTRACTOR TO PROCEED AND AFTER INFILTRATION BASIN SIDESLOPES (ABOVE OUTLET ELEVATION) HAVE UNDERGONE "FINAL STABILIZATION" WHICH INCLUDES FLUSHING OUT ACCUMULATED SILT AND SEDIMENT FROM CONTRIBUTING STORM SEWER. EXCAVATED BASIN MATERIAL SHALL BE DISPOSED OF DOWNSTREAM OF BASIN AREA, IF POSSIBLE, OR OFF-SITE.

SEED APPLICATION PROCEDURE:
MIXTURE APPLICATION PROCEDURES SHALL FOLLOW (MN/DOT) SPECIFICATION 2575.3. SEED SHALL BE SECURED BY USE OF HYDRO MULCH, OR SECURED BY (MN/DOT) SPECIFICATION 3885 CATEGORY 1 OR CATEGORY 3 EROSION BLANKET. ABSENT A SOIL TEST, FERTILIZER WITH AN ANALYSIS OF 18-1-8 (NPK) (FOR LOAMS, CLAY LOAM SOIL), OR 17-10-7 (NPK) (FOR SANDS WITH LESS THAN 30% ORGANIC AND CLAY MATTER), NATURAL BASE SHALL BE APPLIED AT A RATE OF 120 LBS/ACRE.

1.g. CONTRACTOR SHALL RESEED OR REPLANT ANY AREAS ON WHICH THE ORIGINAL SEED HAS FAILED TO GERMINATE AS DIRECTED BY THE OWNER'S ENGINEER.

1.h. IF ALTERNATIVE METHODS OF INFILTRATION BASIN CONSTRUCTION ARE PROPOSED BY THE CONTRACTOR, THOSE ALTERNATIVE METHODS WILL REQUIRE WRITTEN APPROVAL BY THE OWNER'S ENGINEER.

1.i. COSTS FOR REMEDIATION (IF REQUIRED) TO COMPLETE INFILTRATION BASIN CONSTRUCTION WILL BE CONDUCTED AT THE CONTRACTOR'S EXPENSE.

2. PERFORMANCE TESTING OF INFILTRATION BASINS:
(TO BE CONDUCTED IF DESIGN INFILTRATION RATE WAS VERIFIED ACCORDING TO ASTM D-3385-03 "STANDARD TEST METHOD FOR INFILTRATION RATE OF SOILS IN FIELD USING DOUBLE-RING INFILTRMETER")

ALL COSTS RELATED TO THE PERFORMANCE INFILTRATION TESTING SHALL BE PAID BY THE OWNER, EXCEPT AS NOTED. THE INFILTRATION BASINS WILL BE TESTED IN ACCORDANCE TO THE FOLLOWING PROCEDURE:

2.a. A MINIMUM OF TWO INFILTRATION TESTS SHALL BE COMPLETED FOR EACH INFILTRATION BASIN (0.5 ACRE

FLOOR AREA OR LESS). THE REQUIRED NUMBER OF TESTS SHALL BE VERIFIED WITH THE SOILS ENGINEER AND THE GOVERNING AUTHORITIES.

2.b. TWO ADDITIONAL TESTS WILL BE REQUIRED FOR EACH 0.5 ACRE OF INFILTRATION BASIN FLOOR AREA.

2.c. TEST PROCEDURE WILL FOLLOW ASTM D-3385-09 "STANDARD TEST METHOD FOR INFILTRATION RATE OF SOILS IN FIELD USING DOUBLE-RING INFILTRMETER".

2.d. TEST WILL BE CONDUCTED AT THE FINISHED BASIN FLOOR ELEVATION.

2.e. TEST WILL BE FOR A PERIOD AS OUTLINED IN ASTM D-3385-09.

2.f. THE TEST RESULTS WILL BE AVERAGED TO OBTAIN THE INFILTRATION RATE USED FOR ACCEPTANCE.

2.g. THE LOWEST MEASURED INFILTRATION RATE SHALL EXCEED THE DESIGN INFILTRATION RATE OF _____ INCHES/HOUR.

2.h. THE AVERAGE OF THE MEASURED INFILTRATION RATES MUST MEET OR EXCEED THE DESIGN RATE OF _____ INCHES/HOUR DIVIDED BY THE CORRECTION FACTOR USED IN CALCULATING THE DESIGN RATE AS NOTED IN TABLE 12.10F.8 FROM THE LATEST EDITION OF THE MINNESOTA STORMWATER MANUAL.

IF THE INFILTRATION RATE AS TESTED DOES NOT MEET OR EXCEED THE REQUIRED RATE AS DETERMINED ABOVE, CONTRACTOR WILL BE REQUIRED TO COMPLETE SOIL CORRECTIVE AND/OR SOIL REPLACEMENT WORK AS NECESSARY WITHIN THE INFILTRATION BASIN AREA AT THE CONTRACTOR'S EXPENSE UNTIL THE INFILTRATION RATE AS TESTED EXCEEDS THE REQUIRED RATE AS DETERMINED ABOVE. SUBSEQUENT RE-TESTING WILL BE REQUIRED UNTIL THE INFILTRATION AS TESTED EXCEEDS THE REQUIRED RATE AS DETERMINED ABOVE. RE-TESTING SHALL BE AT THE CONTRACTOR'S EXPENSE AND WILL BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR.

LEGEND

	PROPOSED	EXISTING
PROPERTY LIMIT	---	---
CURB & GUTTER	① ---	---
STORM SEWER	---	---
DRAIN TILE	---	---
BUILDING	---	---
RETAINING WALL	---	---
WETLAND LIMITS	---	---
TREELINE	---	---
SPOT ELEVATION	902.5	902.5
CONTOUR	902	902
RIP RAP	---	---
OVERFLOW ELEV.	57.5	57.5
SOIL BORINGS	---	---

GRADING NOTES

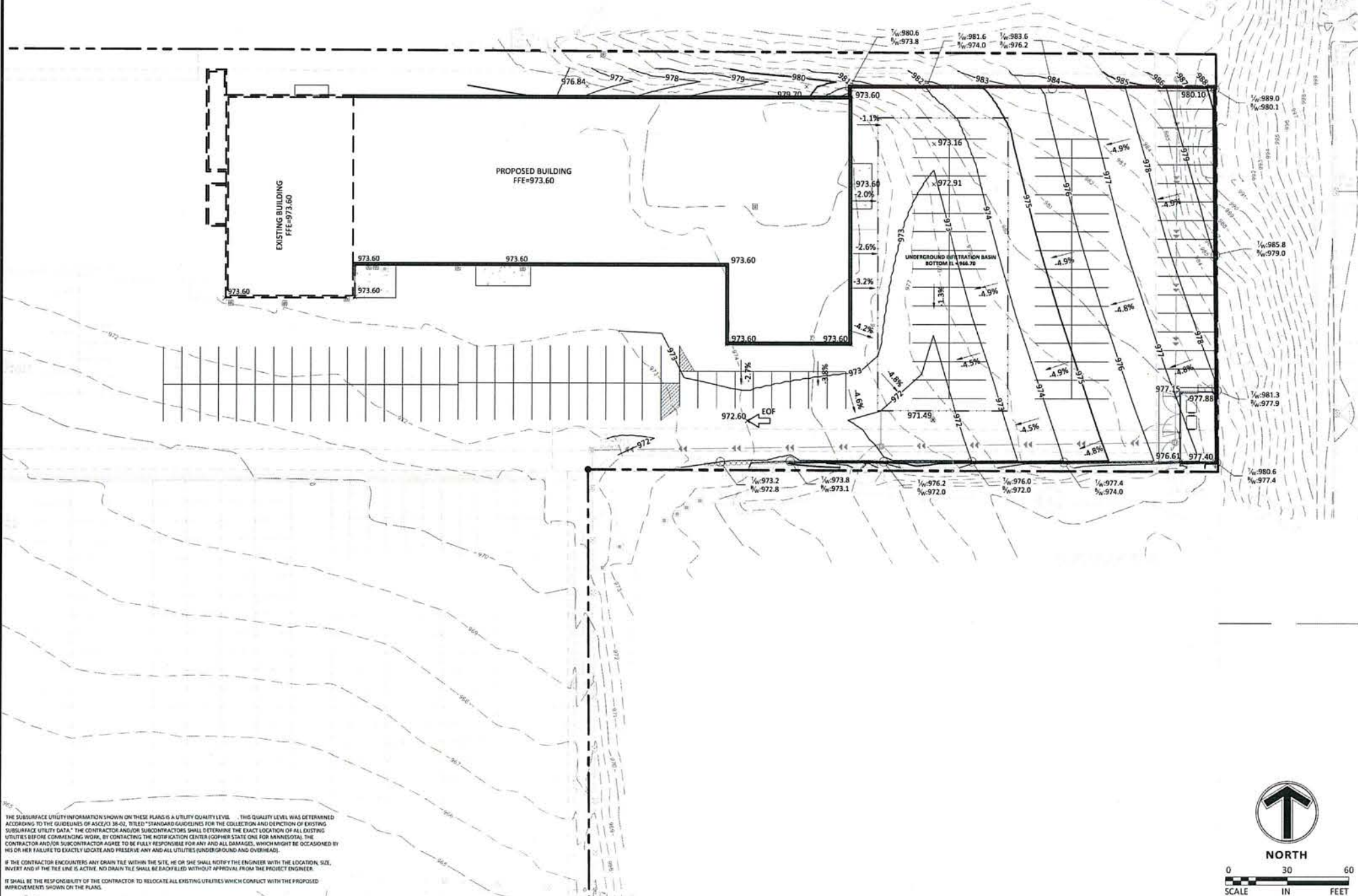
- PROPOSED CONTOURS ARE TO FINISHED SURFACE ELEVATION. SPOT ELEVATIONS ALONG PROPOSED CURB DENOTE GUTTER GRADE.
- CONTRACTOR SHALL REVIEW PAVEMENT GRADIENT AND CONSTRUCT "GUTTER OUT" WHERE WATER DRAINS AWAY FROM CURB. ALL OTHER AREAS SHALL BE CONSTRUCTED AS "GUTTER IN" CURB.
- ALL GRADIENT ON SIDEWALKS ALONG THE ADA ROUTE SHALL HAVE A MAXIMUM LONGITUDINAL SLOPE OF 5% (1:20), EXCEPT AT CURB RAMPS (1:12), AND A MAXIMUM CROSS SLOPE OF 2.08% (1:48). MAXIMUM SLOPE IN ANY DIRECTION ON AN ADA PARKING STALL OR ACCESS AISLE SHALL BE IN 2.08% (1:48). CONTRACTOR SHALL REVIEW AND VERIFY THE GRADIENT IN THE FIELD ALONG THE ADA ROUTES PRIOR TO PLACING CONCRETE OR BITUMINOUS. CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF THERE IS A DISCREPANCY BETWEEN THE GRADIENT IN THE FIELD VERSUS THE DESIGN GRADIENT. COORDINATE ALL WORK WITH PAVING CONTRACTOR.
- CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT. CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES TO THE ADJACENT PROPERTIES OCCURRING DURING THE CONSTRUCTION PHASES OF THIS PROJECT.
- SAFETY NOTICE TO CONTRACTORS: IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS ON THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTY OF THE ENGINEER OR THE DEVELOPER TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON OR NEAR THE CONSTRUCTION SITE.
- CONTRACTOR SHALL COMPLETE THE SITE GRADING CONSTRUCTION IN ACCORDANCE WITH THE REQUIREMENTS OF THE OWNER'S SOILS ENGINEER. ALL SOIL TESTING SHALL BE COMPLETED BY THE OWNER'S SOILS ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOIL TESTS AND INSPECTIONS WITH THE SOILS ENGINEER.

A GEOTECHNICAL ENGINEERING SOILS REPORT HAS BEEN COMPLETED BY:

COMPANY: _____
ADDRESS: _____
PHONE: _____
DATED: _____

CONTRACTOR SHALL OBTAIN A COPY OF THE SOILS REPORT.

- CONTRACTOR SHALL COMPLETE DEWATERING AS REQUIRED TO COMPLETE THE SITE GRADING CONSTRUCTION.
- PRIOR TO PLACEMENT OF THE AGGREGATE BASE, A TEST ROLL SHALL BE PERFORMED ON THE STREET AND PARKING AREA SUBGRADE. CONTRACTOR SHALL PROVIDE A LOADED TANDUM AXLE TRUCK WITH A GROSS WEIGHT OF 25 TONS. THE TEST ROLLING SHALL BE AT THE DIRECTION OF THE SOILS ENGINEER AND SHALL BE COMPLETED IN AREAS AS DIRECTED BY THE SOILS ENGINEER. CORRECTION OF THE SUBGRADE SOILS SHALL BE COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SOILS ENGINEER.
- REPLACE ALL SUBGRADE SOIL DISTURBED DURING THE CONSTRUCTION THAT HAVE BECOME UNSUITABLE AND WILL NOT PASS A TEST ROLL. REMOVE UNSUITABLE SOIL FROM THE SITE AND IMPORT SUITABLE SOIL AT NO ADDITIONAL COST TO THE OWNER.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING VEHICULAR AND PEDESTRIAN TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGMEN AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARDS.
- EXISTING TREES AND OTHER NATURAL VEGETATION WITHIN THE PROJECT AND/OR ADJACENT TO THE PROJECT ARE OF PRIME CONCERN TO THE CONTRACTOR'S OPERATIONS AND SHALL BE A RESTRICTED AREA. CONTRACTOR SHALL PROTECT TREES TO REMAIN AT ALL TIMES. EQUIPMENT SHALL NOT NEEDLESSLY BE OPERATED UNDER NEARBY TREES AND EXTREME CAUTION SHALL BE EXERCISED WHEN WORKING ADJACENT TO TREES. SHOULD ANY PORTION OF THE TREE BRANCHES REQUIRE REMOVAL TO PERMIT OPERATION OF THE CONTRACTOR'S EQUIPMENT, CONTRACTOR SHALL OBTAIN THE SERVICES OF A PROFESSIONAL TREE TRIMMING SERVICE TO TRIM THE TREES PRIOR TO THE BEGINNING OF OPERATION. SHOULD CONTRACTOR'S OPERATIONS RESULT IN THE BREAKING OF ANY LIMBS, THE BROKEN LIMBS SHOULD BE REMOVED IMMEDIATELY AND CUTS SHALL BE PROPERLY PROTECTED TO MINIMIZE ANY LASTING DAMAGE TO THE TREE. NO TREES SHALL BE REMOVED WITHOUT AUTHORIZATION BY THE ENGINEER. COSTS FOR TRIMMING SERVICES SHALL BE CONSIDERED INCIDENTAL TO THE GRADING CONSTRUCTION AND NO SPECIAL PAYMENT WILL BE MADE.
- EXCAVATE TOPSOIL FROM AREAS TO BE FURTHER EXCAVATED OR REGRADED AND STOCKPILE IN AREAS DESIGNATED ON THE SITE. CONTRACTOR SHALL SALVAGE ENOUGH TOPSOIL FOR RESPREADING ON THE SITE AS SPECIFIED. EXCESS TOPSOIL SHALL BE PLACED IN EMBANKMENT AREAS, OUTSIDE OF BUILDING PAD, ROADWAYS AND PARKING AREAS. CONTRACTOR SHALL SUBCUT CUT AREAS, WHERE TURF IS TO BE ESTABLISHED, TO A DEPTH OF 6 INCHES. RESPREAD TOPSOIL IN AREAS WHERE TURF IS TO BE ESTABLISHED TO A MINIMUM DEPTH OF 6 INCHES.
- TRENCH BORROW CONSTRUCTION: IF ALLOWED BY THE OWNER, CONTRACTOR SHALL COMPLETE "TRENCH BORROW" EXCAVATION IN AREAS DIRECTED BY THE ENGINEER IN ORDER TO OBTAIN STRUCTURAL MATERIAL. TREES SHALL NOT BE REMOVED OR DAMAGED AS A RESULT OF THE EXCAVATION, UNLESS APPROVED BY THE ENGINEER. THE EXCAVATION SHALL COMMENCE A MINIMUM OF 10 FEET FROM THE LIMIT OF THE BUILDING PAD. THE EXCAVATION FROM THIS LIMIT SHALL EXTEND AT A MINIMUM SLOPE OF 1 FOOT HORIZONTAL TO 1 FOOT VERTICAL (1:1) DOWNWARD AND OUTWARD FROM THE FINISHED SURFACE GRADE ELEVATION. THE TRENCH BORROW EXCAVATION SHALL BE BACKFILLED TO THE PROPOSED FINISHED GRADE ELEVATION, AND SHALL BE COMPACTED IN ACCORDANCE WITH REQUIREMENTS OF THE QUALITY COMPACTION METHOD AS OUTLINED IN MN/DOT SPECIFICATION 2105.3F2. SHOW FENCE SHALL BE FURNISHED AND PLACED ALONG THE PERIMETER OF THE TRENCH BORROW AREA WHERE THE SLOPES EXCEED 2 FOOT HORIZONTAL TO 1 FOOT VERTICAL (2:1).
- FINISHED GRADING SHALL BE COMPLETED, CONTRACTOR SHALL UNIFORMLY GRADE AREAS WITHIN LIMITS OF GRADING INCLUDING ADJACENT TRANSITION AREAS. PROVIDE A SMOOTH FINISHED SURFACE WITHIN SPECIFIED TOLERANCES, WITH UNIFORM LEVELS OR SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE SHOWN, OR BETWEEN SUCH POINTS AND EXISTING GRADES. AREAS THAT HAVE BEEN FINISHED GRADED SHALL BE PROTECTED FROM SUBSEQUENT CONSTRUCTION OPERATIONS, TRAFFIC AND EROSION. REPAIR ALL AREAS THAT HAVE BECOME RUTTED, ERODED OR HAS SETTLED BELOW THE CORRECT GRADE. ALL AREAS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED TO EQUAL OR BETTER THAN ORIGINAL CONDITION OR TO THE REQUIREMENTS OF THE NEW WORK.
- TOLERANCES
 - THE COMMERCIAL BUILDING SUBGRADE FINISHED SURFACE ELEVATION SHALL NOT VARY BY MORE THAN 0.10 FOOT ABOVE, OR 0.10 FOOT BELOW, THE PRESCRIBED ELEVATION AT ANY POINT WHERE MEASUREMENT IS MADE.
 - THE STREET OR PARKING AREA SUBGRADE FINISHED SURFACE ELEVATION SHALL NOT VARY BY MORE THAN 0.05 FOOT ABOVE, OR 0.10 FOOT BELOW, THE PRESCRIBED ELEVATION OF ANY POINT WHERE MEASUREMENT IS MADE.
 - AREAS WHICH ARE TO RECEIVE TOPSOIL SHALL BE GRADED TO WITHIN 0.30 FOOT ABOVE OR BELOW THE REQUIRED ELEVATION, UNLESS DIRECTED OTHERWISE BY THE ENGINEER.
 - TOPSOIL SHALL BE GRADED TO PLUS OR MINUS 1/2 INCH OF THE SPECIFIED THICKNESS.
- AFTER THE SITE GRADING IS COMPLETED, IF EXCESS OR SHORTAGE OF SOIL MATERIAL EXISTS, CONTRACTOR SHALL TRANSPORT ALL EXCESS SOIL MATERIAL OFF THE SITE TO AN AREA SELECTED BY THE CONTRACTOR, OR IMPORT SUITABLE MATERIAL TO THE SITE.
- CONTRACTOR SHALL DETERMINE THE LOCATION OF ANY HAUL ROADS THAT MAY BE REQUIRED TO COMPLETE THE SITE GRADING CONSTRUCTION AND SHALL INDICATE HAUL ROADS ON EROSION AND SEDIMENT CONTROL "SITE MAP". CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE GOVERNING AUTHORITY OF EACH ROADWAY. CONTRACTOR SHALL POST WHATEVER SECURITY, AND COMPLY WITH ALL CONDITIONS WHICH ARE REQUIRED BY EACH GOVERNING AUTHORITY OF EACH ROADWAY.
- FILL PLACED WITHIN THE BUILDING PAD AREAS SHALL BE IN CONFORMANCE WITH HUD/RHA PROCEDURES AND DATA SHEET 79G.
- RETAINING WALL(S) SHALL BE CONSTRUCTED OF MODULAR BLOCK MATERIAL. CONTRACTOR SHALL SUBMIT TO THE ENGINEER AND LOCAL AUTHORITY CERTIFIED ENGINEERING DRAWINGS, DESIGN CALCULATIONS AND SOIL BORINGS. THE CERTIFIED ENGINEER FOR THE RETAINING WALL(S) SHALL PROVIDE CONSTRUCTION OBSERVATIONS OF THE RETAINING WALL IMPROVEMENT, AND A LETTER CERTIFYING THE INSTALLATION OF THE WALL(S) WAS CONSTRUCTED IN CONFORMANCE WITH THE PLANS AND SPECIFICATIONS.



THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE PLANS IS A UTILITY QUALITY LEVEL. THE QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF ASCE/38-02, TITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA." THE CONTRACTOR AND/OR SUBCONTRACTORS SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. BY CONTRACTING THE NOTIFICATION CENTER (CONFER STATE ONE FOR MANHOLE), THE CONTRACTOR AND/OR SUBCONTRACTOR AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHICH MIGHT BE OCCASIONED BY HIS OR HER FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES (UNDERGROUND AND OVERHEAD). IF THE CONTRACTOR ENCOUNTERS ANY DRAIN TILE WITHIN THE SITE, HE OR SHE SHALL NOTIFY THE ENGINEER WITH THE LOCATION, SIZE, INVERT AND IF THE TILE IS ACTIVE. NO DRAIN TILE SHALL BE BACKFILLED WITHOUT APPROVAL FROM THE PROJECT ENGINEER. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

Client
**INVER GROVE
TOYOTA**

Project
**INVER GROVE
TOYOTA
BUILDING
EXPANSION**

Location
**INVER GROVE
HEIGHTS, MN**

Certification
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed professional ENGINEER under the laws of the state of Minnesota.

Brady D. Busselman
Registration No. 44579 Date: 03/19/2018
If applicable, contact us for a wet signed copy of this plan which is available upon request at Sambatek's, Minnetonka, MN office.

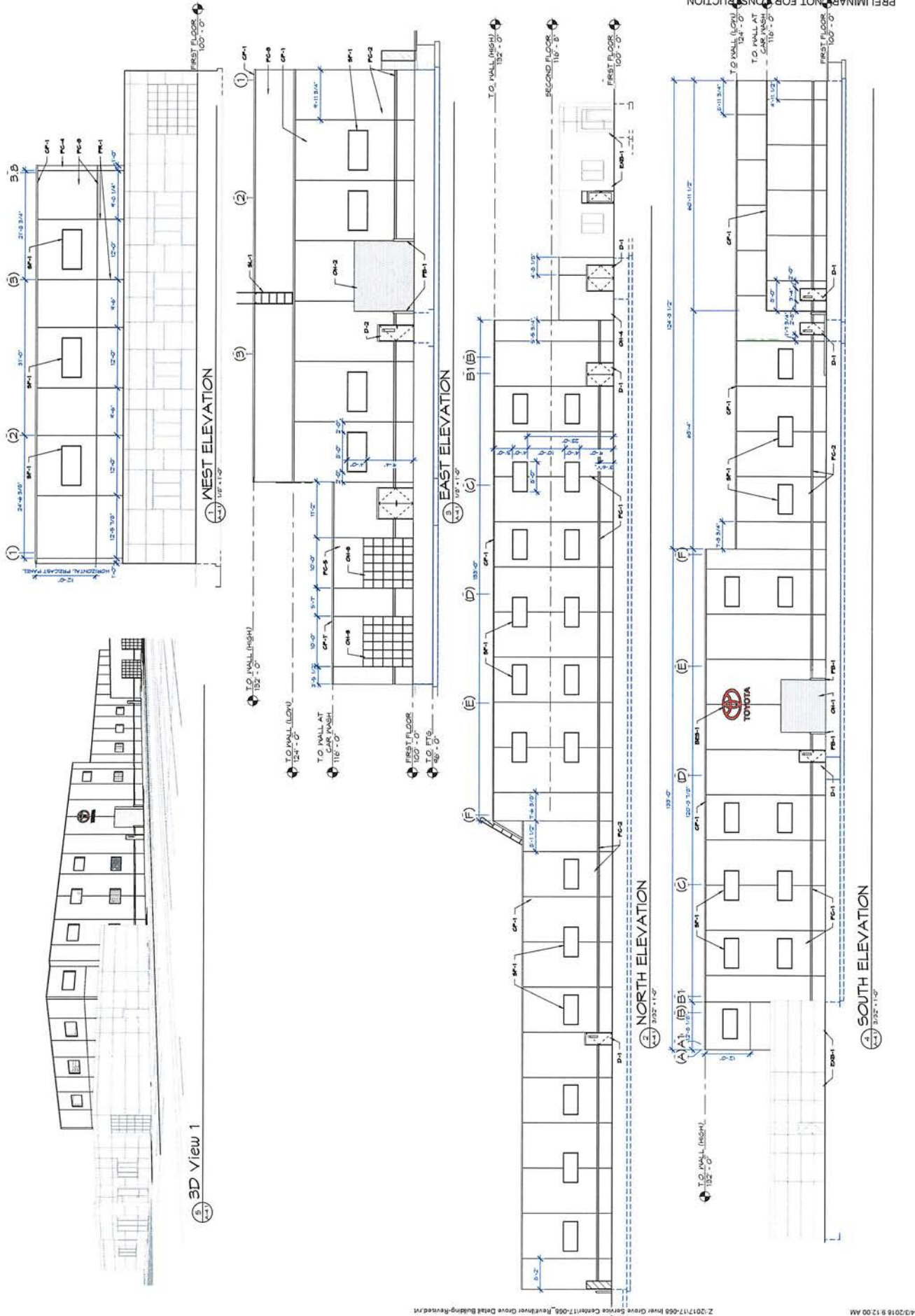
Summary
Designed: JEB Drawn: JEB
Approved: BDB Book / Page:
Phase: PRELIMINARY Initial Issue: 03/19/2018

Revision History
No. Date By Submittal / Revision

Sheet Title
GRADING PLAN

Sheet No. Revision
C4.01

Project No. 21160



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

AMERICINN – CASE NO. 18-17IUP

Meeting Date: May 14, 2018
 Item Type: Regular Agenda
 Contact:  Heather Botten 651.450.2569
 Prepared by:  Heather Botten, Associate Planner
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to an Interim Use Permit to allow for a park-and-ride facility to be operated on the AMC movie theater property at 5567 Bishop Avenue.

- Requires 4/5th's vote.
- 60-day deadline: May 26, 2016 (first 60 days)

SUMMARY

The applicant is requesting an interim use permit to allow a park-and-ride facility to be operated on the AMC movie theater property. Americinn leases 250 parking spaces from the AMC theater lot at 5567 Bishop Avenue to operate a park-and-fly. A few years ago the theater updated the seating in their facility resulting in an overall 70% reduction of the maximum capacity allowed. Due to the remodel the theater is now overparked. The proposed secondary use of the park-and-ride on this property does not appear to have an impact to the existing theater business or to the overflow parking for B-52s. There are no physical changes proposed to the parking lot. The applicant has stated a security guard is present overnight at the theater to provide security for the vehicles stored on the lot.

The applicants are looking at purchasing land next to their current hotel, and it is their desire to expand the current hotel parking facilities. The proposed park-and-ride is temporary until that additional land is purchased and a parking lot is constructed. The interim use permit shall be valid until the applicant constructs a permanent parking area adjacent to their hotel site or for a period of five years, whichever happens first.

RECOMMENDATION

City Staff. Recommends approval of the interim use permit with the conditions listed in the attached resolution. Since the public hearing, one additional condition has been added requiring overnight security for the duration of the permit.

Planning Commission. At the May 1, 2018 public hearing, the Planning Commission recommended approval of the request as presented (9-0).

Attachments: Resolution Approving the Interim Use Permit
 Planning Commission Recommendation
 Planning Report

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN INTERIM USE PERMIT TO ALLOW A PARK-AND-
RIDE FACILITY TO BE OPERATED ON THE AMC MOVIE THEATRE PROPERTY**

**CASE NO. 18-17IUP
(AmericInn)**

WHEREAS, an interim use permit application has been submitted to the City for property legally described as;

Lot 1, Block 1, Bishop Heights, according to the recorded plat, Dakota County, Minnesota

WHEREAS, a public hearing concerning the interim use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on May 1, 2018;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, an interim use permit for a park-and-ride facility is hereby approved subject to the following conditions:

1. The park-and-ride facility shall be limited to 250 parking spaces as identified on the aerial site plan dated 4/5/18 on file with the Planning Department.
2. The interim use permit shall be valid until the applicant constructs a permanent parking area adjacent to their existing hotel site or for a period of 5 years from the City Council approval date, whichever happens first.
3. The park-and-ride facility shall not be utilized for open storage of goods or for the storage of vehicles that are inoperable or for lease, rent or sale.
4. Where violations of the conditions of this permit are noted, the City is authorized to immediately terminate the uses approved in this permit.

5. Security shall be provided by the operator of the park-and-ride facility between the hours of 10 pm – 6 am, 7 days a week.

Passed this _____ day of _____, 2018.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: May 1, 2018

SUBJECT: **AMERICINN – CASE NO. 18-17IUP**

Reading of Notice

Commissioner Simon read the public hearing notice to consider a request for an interim use permit to allow for a park-and-ride facility to be operated on the AMC movie theatre property located at 5567 Bishop Avenue. 12 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the applicant is requesting an interim use permit to allow a park-and-ride facility to be operated on the AMC movie theater property. Americinn leases 250 parking spaces from the AMC theater lot at 5567 Bishop Avenue to operate a park-and-fly. A few years ago the theater updated the seating in their facility resulting in an overall reduction of theater seats. Due to the remodel the theater is now overparked. The proposed secondary use of the park-and-ride on this property does not appear to have an impact to the existing theater business or the overflow parking for B-52s. The applicant has stated a security guard is present overnight at the theater to provide security for the vehicles stored on the lot. The applicants are looking at purchasing some land next to their current hotel, and it is their desire to expand the current hotel parking facilities. The proposed park-and-ride is temporary until that additional land is purchased and a parking lot is constructed. The interim use permit shall be valid until the applicant constructs a permanent parking area adjacent to their hotel site or for a period of five years, whichever happens first. Staff recommends approval of the request with the four conditions listed. Staff did not hear from any of the surrounding property owners.

Commissioner Robertson asked if Americinn could contract with a third party for transportation back and forth to the airport.

Ms. Botten replied that a condition could be added prohibiting the IUP from transferring to another party. She noted that currently Americinn provides transportation to and from the airport for people parking at their facility.

Commissioner Robertson asked if they provided transportation only for Americinn tenants.

Commissioner Simon replied that no, anyone parking their vehicle at that facility could use the transportation, whether or not they were staying at the hotel.

Commissioner Robertson asked if there as a time limit for the parking.

Ms. Botten replied she did not believe there was, and that Americinn provides shuttle service 24

hours a day.

Opening of Public Hearing

Brett Rose, Americinn, 5861 Blaine Avenue, advised he was available to answer any questions.

Chair Maggi asked the applicant if he read and understood the report.

Mr. Rose replied in the affirmative.

Commissioner Weber asked if the applicant if they provided security.

Mr. Rose replied that the parking area was patrolled.

Planning Commission Recommendation

Motion by Commissioner Scales, second by Commissioner Weber, to recommend approval of the request for an interim use permit to allow for a park-and-ride facility to be operated on the AMC movie theatre property located at 5567 Bishop Avenue.

Motion carried (9/0). This item goes to the City Council on May 14, 2018.

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

HEARING DATE: May 1, 2018

CASE NO: 18-17IUP

APPLICANT: AmericInn

PROPERTY OWNER: AMC Theatre (Realty Income Corporation)

REQUEST: Interim Use Permit to allow a park-and-ride facility

LOCATION: 5567 Bishop Avenue

COMPREHENSIVE PLAN: RC, Regional Commercial

ZONING: PUD, Planned Unit Development

REVIEWING DIVISIONS: Planning

PREPARED BY: Heather Botten
Associate Planner



BACKGROUND

The applicant is requesting an interim use permit to allow a park-and-ride facility to be operated on the AMC movie theater property. City Council approved an ordinance amendment in March allowing park-and-ride facilities as an interim use on properties that are zoned commercial or public/institutional.

A park-and-ride facility is defined as: A designated parking area where individuals can park their private vehicles and access public or private transportation or carpool for the remainder of the journey. There are many different types of parking services and facilities available, including but not limited to: Metropolitan Council transit park-and-ride facilities, park-and-ride services set up by private companies, and remote airport parking (park-and-fly). A park-and-ride facility does not include a situation where transportation from the site and allowance of parking is part of a transaction that includes a rental of a hotel or motel room.

AmericInn, located at 5861 Blaine Avenue, leases 250 parking spaces from the AMC movie theater lot to operate a park-and-fly. A few years ago the movie theater updated the seating in their facility resulting in an overall reduction of theater seats. Due to the remodel the theater is over parked based on the requirement of one space per four seats. The accessory use on the property to store vehicles for a park-and-fly does not appear to have an impact to the existing theater business or the overflow parking for B-52's located on the south side of the property. The park-and-ride facility is located on existing impervious surface; no site improvements have been proposed to accommodate the interim use.

EVALUATION OF THE REQUEST

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

North	Vacant; zoned Comm PUD; guided Regional Commercial
West	Hwy 52
South	B-52's Restaurant; zoned PUD, guided Regional Commercial
East	Aspen medical building and Valvoline; zoned PUD; guided Regional Commercial

Engineering. Engineering has reviewed the request and takes no exception to the proposed plans as there are no site improvements proposed on the property.

INTERIM USE PERMIT

An interim use is defined as a temporary use of a property until a specific date, occurrence of a particular event, or until zoning regulations no longer permits. Interim uses are typically uses that are not appropriate based upon strict application of Zoning Code restrictions, existing development and proposed future land-use plans, however, they may have merit as uses for some intermediary period of time.

The interim use of a park-and-fly on this site would not have an impact on public health or existing or planned City facilities. In this case, allowing the park-and-fly would not affect any future change of use on the property and would not hinder or add to the cost of redevelopment. The applicants are looking at purchasing land next to their hotel, it is their desire to expand the current hotel parking facilities. The proposed park-and-ride is temporary until additional land is purchased and a parking lot is constructed. Once this is accomplished the applicant would then store all vehicles on the hotel property.

The applicant has stated a security guard is present overnight at the theater to provide security for the vehicles that are stored on the lot. The customers who leave their vehicles at the park-and-fly sign a contract with AmericInn that states the hotel is not liable for any damage to vehicles.

ALTERNATIVES

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

- A. Approval. If the Planning Commission finds the application to be acceptable, the following actions should be recommended for approval:
- Approval of an Interim Use Permit to allow a park-and-ride facility as proposed subject to the following conditions:
 1. The park-and-ride shall be limited to 250 parking spaces as identified on the aerial site plan dated 4/5/18 on file with the planning department.

2. The interim use permit shall be valid until the applicant constructs a permanent parking area adjacent to their existing hotel site or for a period of 5 years from the City Council approval date, whichever happens first.
3. The park-and-ride facility shall not be utilized for open storage of goods or for the storage of vehicles that are inoperable or for lease, rent or sale.
4. Where violations of the conditions of this permit are noted, the City is authorized to immediately terminate the uses approved in this permit.

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

RECOMMENDATION

Staff recommends approval of the interim use permit with the conditions listed above.

Attachments: Exhibit A – Location and Zoning Map
 Exhibit B - Applicant Narrative
 Exhibit C – Aerial Site Plan



Welcome to the end of the day.™

To Whom it May Concern,

This letter is in regards to an interim use permit our hotel has applied for. The attached site plans will show different perspectives of our parking use. We currently lease 250 parking spaces from AMC Movie theatre Inver Grove Heights. We are responsible for maintaining the area we use. This includes plowing, monitoring, securing, and keeping the area clean. The reason we use the theatre is because upon their upgrading their seating they lost over 25% of their seats and parking needs. We have used their lot for almost two years and have never had any issues accommodating both uses. The space was originally built and approved for as a parking lot. We do not add any additional storm water usage or any other burdens to the property or city as the site has not expanded and the usage is still under the max permitted. Our park and fly operation has added great benefits to the city as a whole as well. We have brought in over 10,000 people in 2017 alone that could have picked surrounding cities like Bloomington or Eagan. Our neighboring restaurants, gas station, and other business are benefitting as well by the increase of people, revenue and tax dollars.

Thank you,
Brett Rose

AmericInn of Inver Grove Heights, MN
5861 Blaine Ave. • Inver Grove Heights • MN 55076

Phone (651) 450-7511 • 888-881-7829
Reservations (800) 634-3444 • AmericInn.com



Imagery ©2018 Google, Map data ©2018 Google 100 ft





Imagery ©2018 Google, Map data ©2018 Google 50 ft

Designated park-and-fly area.



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Discuss Future of River Heights Park

Meeting Date: May 14, 2018
 Item Type: Work Study Session
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Eric Carlson – Parks & Recreation

Fiscal/FTE Impact:

- | | |
|-------------------------------------|------------------------------------|
| ☐ | None |
| ☐ | Amount included in current budget |
| ☐ | Budget amendment requested |
| ☐ | FTE included in current complement |
| ☐ | New FTE requested – N/A |
| ☒ | Other |

PURPOSE/ACTION REQUESTED

Consider the future use of River Heights Park, the parcel is 326,700 S.F. or 7.5 acres, and is located at 8780 Inver Grove Trail.

Should the Council vote to sell the property the recommendation is as follows:

- Sell 7.5 acre park land
- Create three 2.5 acre residential lots served by well/septic
- Direct staff to publicly bid the properties
- Deposit all proceeds of the land sale into the Park Acquisition and Development Fund (Fund 402)

Should the Council vote to keep River Heights Park the recommendation is as follows:

- Direct staff to order and install Park ID sign similar to our other parks
- Direct staff to install "Park Rules" sign similar to our other parks
- Direct staff to install a single park bench, picnic table and garbage can in the park
- Authorize funding from Fund 402 not to exceed \$12,000
- Re-evaluate the need for additional parking after 1-year
- Do not provide a portable toilet
- Make no other improvements to the park
- Take River Heights Park off of the "Excess Public Property" list

SUMMARY

The City of Inver Grove Heights currently has 28 parks which have 608 acres of park land not including Inver Wood Golf Course. The City strives to provide quality park and recreation services to the residents of Inver Grove Heights in the most cost effective way possible.

The southern portion of the City is guided for large lot development with minimum lot sizes of 2.5 acres and is currently not in the Metropolitan Urban Services Area (MUSA). The City does have six parks in the southern portion of the City as follows:

Park	Address	Acres	Park Development
Broadmoor	11306 Strafford Lane	7	Yes
Marcott Woods	2830 90 th St E	14	No
Marianna Ranch	9125 Alvarez Ave	64	No
Rich Valley	1841 105 th St E	71	Yes
River Heights	8780 Inver Grove Trail	7.5	No
Southern Lakes	10810 Alison Way	4	Yes

In the fall of 2015, the Commission worked on a plan to “Right Size” the city’s park system by serving the urban, northwest, and rural areas differently based on their density and development patterns. The Parks and Recreation Commission is interested in allocating resources effectively and wanted to provide good quality vs. quantity of park amenities.

Based on the fact that some of the current park land in the rural area was undeveloped, the Commission suggested to the City Council that some park properties might be best repurposed and sold for residential development including:

- Marcott Woods Park – 2830 90th St E
- River Heights Park – 8780 Inver Grove Trail

The City Council was interested in the concept and directed staff to verify each park property’s ability to be sold. After researching the property, the City Attorney indicated that there are no restrictions on selling these park properties.

The City Council is asked to provide direction to staff regarding the future use of River Heights Park as follows:

Should the Council vote to sell the property the recommendation is as follows:

- Sell 7.5 acre park land
- Create three 2.5 acre residential lots served by well/septic
- Direct staff to publicly bid the properties
- Deposit all proceeds of the land sale into the Park Acquisition and Development Fund (Fund 402)

Should the Council vote to keep River Heights Park the recommendation is as follows:

- Direct staff to order and install Park ID sign similar to our other parks
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- Authorize funding from Fund 402 not to exceed \$12,000
- Re-evaluate the need for additional parking after 1-year
- Do not provide a portable toilet
- Make no other improvements to the park
- Take River Heights Park off of the “Excess Public Property” list

FALCON RIDGE

KNOW ALL MEN BY THESE PRESENTS: That Allen Berry, single, owner and proprietor of the following described property situated in the County of Dakota, State of Minnesota, to wit:

All that part of the South Half of the Southwest Quarter of Section 14, Township 27, Range 22 which lies easterly of the centerline of County Road No. 77, except the following described tracts of land:

The South 33 feet of the Southwest Quarter of the Southwest Quarter of said Section 14 which lies easterly of the centerline of County Road No. 77.

The South 33 feet of the West 250 feet of the Southeast Quarter of the Southwest Quarter of said Section 14.

That part of the South Half of the Southwest Quarter of said Section 14 which lies southeasterly of the northwesterly right of way line of the Chicago, Northwestern Railway. That part of the South Half of the Southwest Quarter of said Section 14 described as follows: Commencing at a point on the south line of said South Half of the Southwest Quarter distant 608.99 feet east from the southwest corner of said South Half of the Southwest Quarter; thence northeasterly deflecting 71 degrees 28 minutes 40 seconds to the left a distance of 234.00 feet to the point of beginning; thence continuing northeasterly along the last described line a distance of 209.00 feet; thence easterly parallel with the south line of said South Half of the Southwest Quarter a distance of 405.41 feet; thence southerly deflecting 89 degrees 25 minutes 20 seconds to the right a distance of 198.18 feet; thence westerly a distance of 473.80 feet to the point of beginning.

That part of "Dorr's Inver Grove Addition" and that part of the vacated alley in Block 3, and that part of vacated Osborne Avenue, and that part of vacated Oakdale Avenue, all in "Dorr's Inver Grove Addition" and that part of the South 1/2 of the north 2/3 of Government Lot 4, Section 14, Township 27, Range 22, described as follows: Beginning at the northwest corner of said Government Lot 4; thence on an assumed bearing of South 89 degrees 25 minutes 47 seconds East along the north line of said Government Lot 4 a distance of 415.80 feet; thence South 22 degrees 25 minutes 09 seconds West a distance of 25.00 feet; thence southeasterly along a distance of 158.92 feet along a tangential curve to the right, said curve having a central angle of 22 degrees 33 minutes 00 seconds, and a radius of 398.70 feet; thence South 44 degrees 56 minutes 09 seconds West tangent to the last described curve a distance of 449.70 feet to the west line of said Government Lot 4; thence northerly along said west line to the beginning.

Has caused the same to be surveyed and platted as FALCON RIDGE and does hereby donate and dedicate to the public for public use forever the roads, and also dedicate the easements as shown on this plat for drainage and utility purposes only, and dedicate to Dakota County the right of access as shown on this plat. In witness whereof said Allen Berry, single, has hereunto set his hand this 10 day of February, 1987.

Allen Berry
Allen Berry

STATE OF MINNESOTA
COUNTY OF DAKOTA

The foregoing instrument was acknowledged before me this 10 day of February, 1987, by Allen Berry, single,
Allen Berry
Notary Public, _____ County, Minnesota
My commission expires _____

I hereby certify that I have surveyed and platted the property described on this plat as FALCON RIDGE; that this plat is a correct representation of the survey; that all distances are correctly shown on the plat in feet and hundredths of a foot; that all monuments have been correctly placed in the ground as shown; that the outside boundary lines are correctly designated on the plat and that there are no wet lands or public highways to be designated other than as shown.

Vernon A. Nickols
Vernon A. Nickols, Land Surveyor
Minnesota Registration No. 9053

STATE OF MINNESOTA
COUNTY OF HENNEPIN

The foregoing Surveyor's Certificate was acknowledged before me this 19 day of January, 1987, by Vernon A. Nickols, Land Surveyor.

Chris Kuntz
CHRIS KUNTZ, Notary Public, Hennepin County, Minnesota
My commission expires March 4, 1982.

Approved by the Planning Commission of the City of Inver Grove Heights, Minnesota, at a regular meeting thereof, on the 14 day of January, 1987.
Gregory M. Kaufman Chairman
William J. Seal Mayor

We do hereby certify that on the 25 day of January, 1987, the City Council of Inver Grove Heights, Minnesota, approved this plat
Charles M. Hageman Clerk

Pursuant to Chapter 212, Laws of Minnesota, 1973, and the Dakota County Contiguous Plat Ordinance, this plat has been approved this 12 day of FEBRUARY, 1987.

by Bernard H. Larson
Bernard H. Larson, Dakota County Surveyor
Secretary, Dakota County Plat Commission

This plat of FALCON RIDGE was approved pursuant to Minnesota Statutes Chapter 506 and pursuant to the Dakota County Contiguous Plat Ordinance and approved by resolution of the Board of Commissioners of Dakota County, Minnesota at a regular meeting of said Board this 14 day of March, 1987.

Attest: Charles M. Hageman
County Auditor

Charles M. Hageman
County Auditor, Dakota County, Minnesota

No delinquent taxes due and transfer entered this 10 day of March, 1987.

Document No. 599420

I hereby certify that this instrument was filed in the office of the County Recorder for record on this 3rd day of March, 1987, at 3:30 o'clock P.M. and was duly recorded in Book Three on page 46.

James J. Hagedorn
County Recorder, Dakota County, Minnesota
J. Hagedorn

EGAN, FIELD & NOWAK INC.
— SURVEYORS —

PRESENTATION



Ethics, Excellence, Engagement

CITY OF

INVER GROVE HEIGHTS

Consider Future of River Heights Park

8150 Barbara Avenue, Inver Grove Heights, MN 55077

651-450-2500

www.invergroveheights.org

City Mission/Values

The City Mission:

The mission of the City of Inver Grove Heights is to provide services and facilities that enhance the quality of life in our vibrant community.

The City Values:

- Ethical decisions by doing the right thing
- Engaged people by delivering collaborative results
- Excellence by setting high standards and exceeding expectations

Framing Decisions:

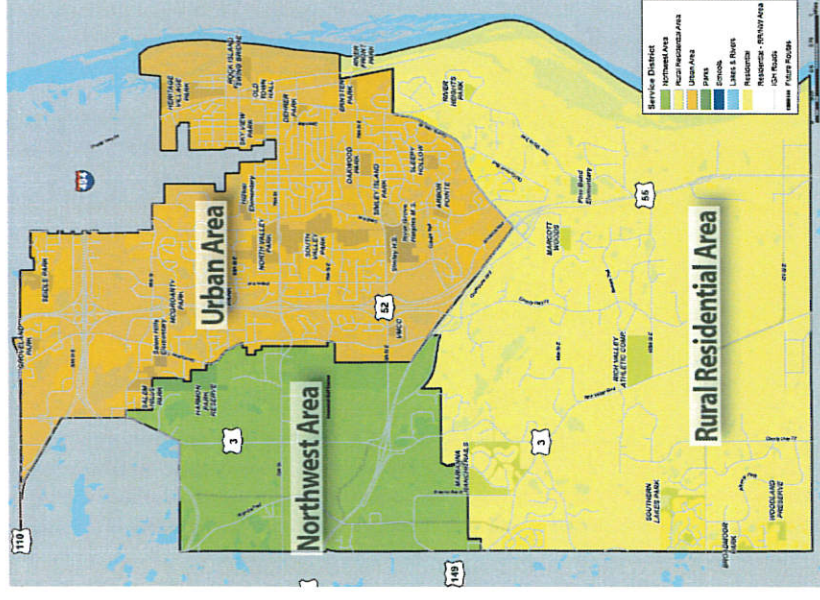
- Ability to remain fiscally stable
- Improve or stabilize operational efficiencies
- Improve customer service
- Staying attentive to our regulatory environment

8150 Barbara Ave. Inver Grove Heights, MN 55077
651-450-2500 www.invergroveheights.org



Right Size Parks & Recreation

- Serve Urban Area, Northwest Area, Rural Area
- Focus on what to keep and repurpose
- Allocate resources effectively
- Quality vs. Quantity



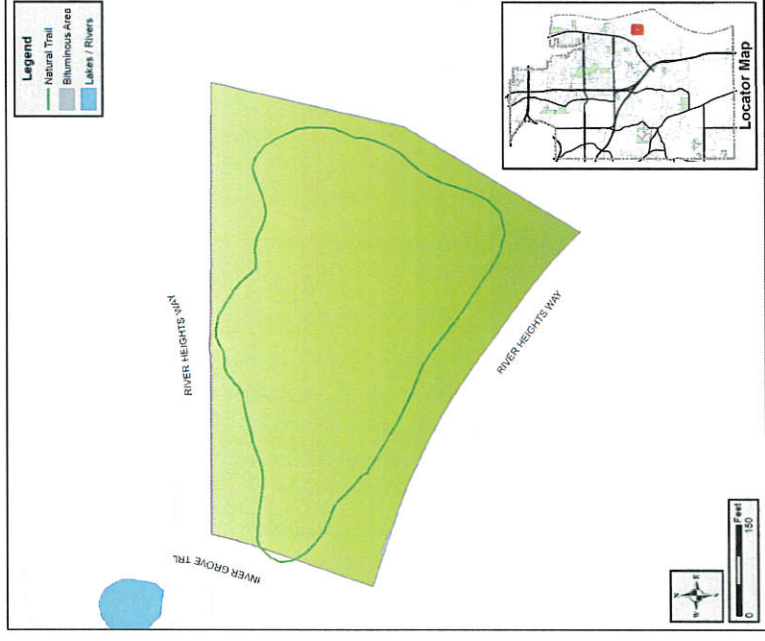
8150 Barbara Ave. Inver Grove Heights, MN 55077
651-450-2500 www.invergroveheights.org



Ethics, Excellence, Engagement

River Heights Park - 8780 Inver Grove Trail

- 7.5 acres
- 2.5 acre residential lots surround the park
- Mowed trail
- Natural area/open space



8150 Barbara Ave. Inver Grove Heights, MN 55077
651-450-2500 www.invergroveheights.org

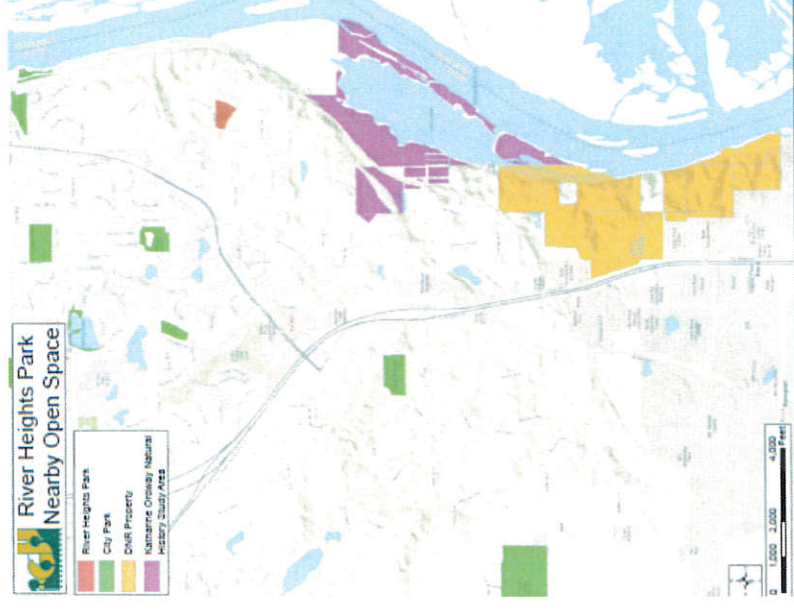


What is the Best Future Use of River Heights Park?

- Develop property as a public park (park ID sign, parking lot, playground, other amenities) – city owned public park
- Sell park land to allow for the development of three (3) 2.5 acre residential lots served by well and septic – put on tax roll
- Sell park land to private party and allow property to be protected as “open space” – put on tax roll
- Leave park “as is” – city owned public open space
- Other suggestions

How Much Open Space is Enough?

- Majority of parcels in the area are 2.5 acres or larger
- Area guided as Rural Residential
- Lies outside of the Metropolitan Urban Service Area (MUSA) and is zoned Estate Residential
- MN DNR Pine Bend Bluff SNA – 250 acres of public open space
- Katherine Ordway Natural History Study Area 300 acres – non public open space



8150 Barbara Ave. Inver Grove Heights, MN 55077
651-450-2500 www.invergroveheights.org



Ethics, Excellence, Engagement

Trust for Public Land – Park Serve

Park	Acres	Park ID Sign	Parking Spaces	Playground	Basketball Court	Adults within 10-minute walk	Seniors within 10-minute walk	Children within 10-minute walk
South Valley	93	X	37	X		2,477	679	896
Oakwood	15	X	40	X		1,642	344	655
North Valley	58	X	87			1,401	471	514
Simley Island	3	X	5			1,461	2987	543
Seidls	26	X		X		601	125	264
Dehrer	5					1,197	329	540
Arbor Pointe	4	X		X		1,212	257	454
Groveland	6	X	19	X	X	1,092	287	436
Sleepy Hollow	10	X		X	X	1,148	230	410
Salem Hills	41	X	26	X	X	938	136	419
Skyview	8	X	20	X	X	857	209	367
Ernster	7	X		X	X	797	165	338
Marianna Ranch	64					744	111	393



8150 Barbara Ave. Inver Grove Heights, MN 55077
651-450-2500 www.invergroveheights.org

Trust for Public Land – Park Serve

Park	Acres	Park ID Sign	Parking Spaces	Playground	Basketball Court	Adults within 10-minute walk	Seniors within 10-minute walk	Children within 10-minute walk
Lions	4	X		X		554	277	187
Swing Bridge	18	X	45			453	75	186
Southern Lakes	4	X		X		410	39	243
Broadmoor	7	X		X		425	25	217
Heritage Village	57					429	64	164
Old Town Hall	1					371	61	153
Harmon	43					303	149	104
McGroarty	4	X				293	143	101
Woodlawn	10					336	19	174
Rich Valley	71	X	603	X	X	270	39	156
VMCC	13	X	365	X		271	76	108
River Front	2	X	12			188	38	84
River Heights	8					158	34	62
Marcott Woods	14					65	8	34

Park and Recreation Advisory Commission

Recommendation

- Motion by Bauer, seconded by Gerhardt to keep River Heights Park as a public park and consider future Park ID sign, parking, playground, and other park amenities; park should stay city owned as a public park
- Voting in favor Commissioners – Bauer, Gerhardt, Boehmer, Krech, Tix
- Voting in opposition Commissioners – Freer, Eiden
- Voting in abstention Commissioner – Sethre
- Motion passed 5-2-1 (Commissioner Farley was absent from the meeting)

If Council Votes to Sell River Heights Park

- Sell 7.5 acre park land
- Create three 2.5 acre residential lots served by well/septic
- Direct staff to publicly bid the properties
- Deposit all proceeds of the land sale into the Park Acquisition and Development Fund (Fund 402)

If Council Votes to Keep River Heights Park

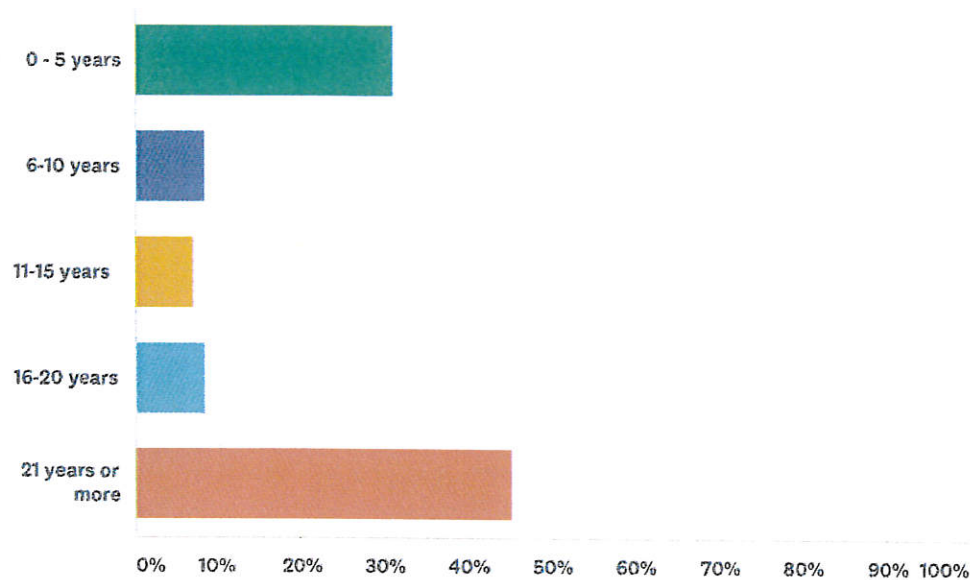
- Direct staff to order and install Park ID sign similar to our other parks
- Direct staff to install “Park Rules” sign similar to our other parks
- Direct staff to install a single park bench, picnic table and garbage can in the park
- Authorize funding from Fund 402 not to exceed \$12,000
- Re-evaluate the need for additional parking after 1-year
- Do not provide a portable toilet
- Make no other improvements to the park
- Take River Heights Park off of the “Excess Public Property”

ON-LINE SURVEY MONKEY

<https://www.surveymonkey.com/r/RiverHeightsPark>

Q1 How long have you lived in Inver Grove Heights?

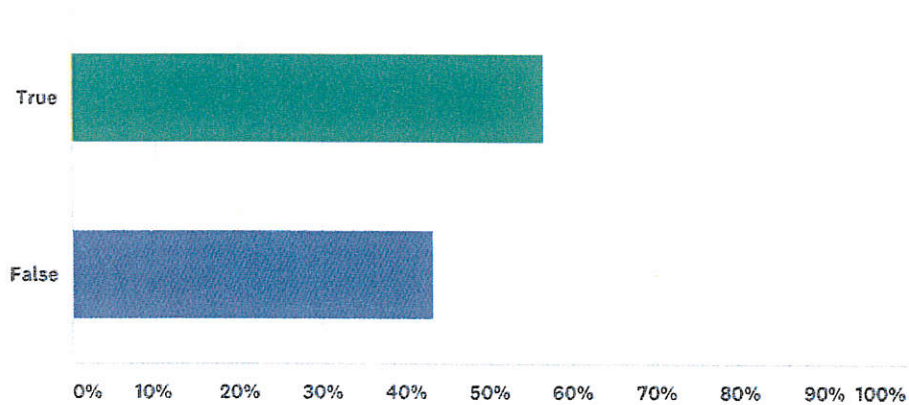
Answered: 84 Skipped: 0



ANSWER CHOICES	RESPONSES	
0 - 5 years	30.95%	26
6-10 years	8.33%	7
11-15 years	7.14%	6
16-20 years	8.33%	7
21 years or more	45.24%	38
TOTAL		84

Q2 My lot is a typical suburban lot size of 10,000 square feet or less

Answered: 83 Skipped: 1



ANSWER CHOICES

True

False

TOTAL

RESPONSES

56.63%

43.37%

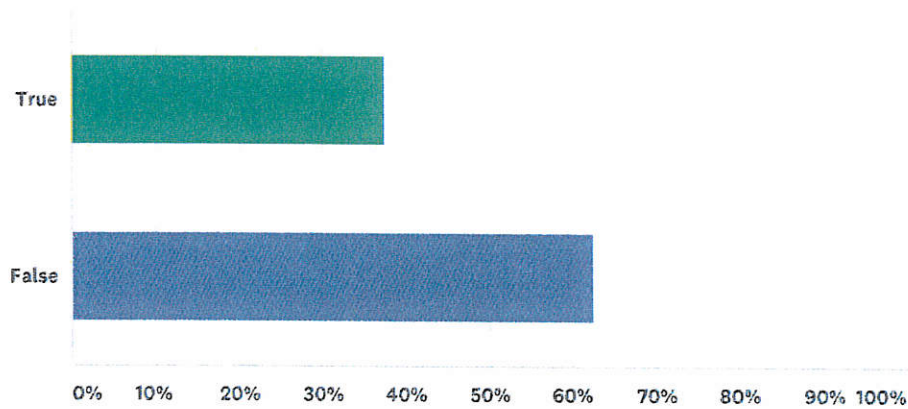
47

36

83

Q3 My lot is a rural residential lot size of 1 acre or greater

Answered: 83 Skipped: 1



ANSWER CHOICES

True

False

TOTAL

RESPONSES

37.35%

62.65%

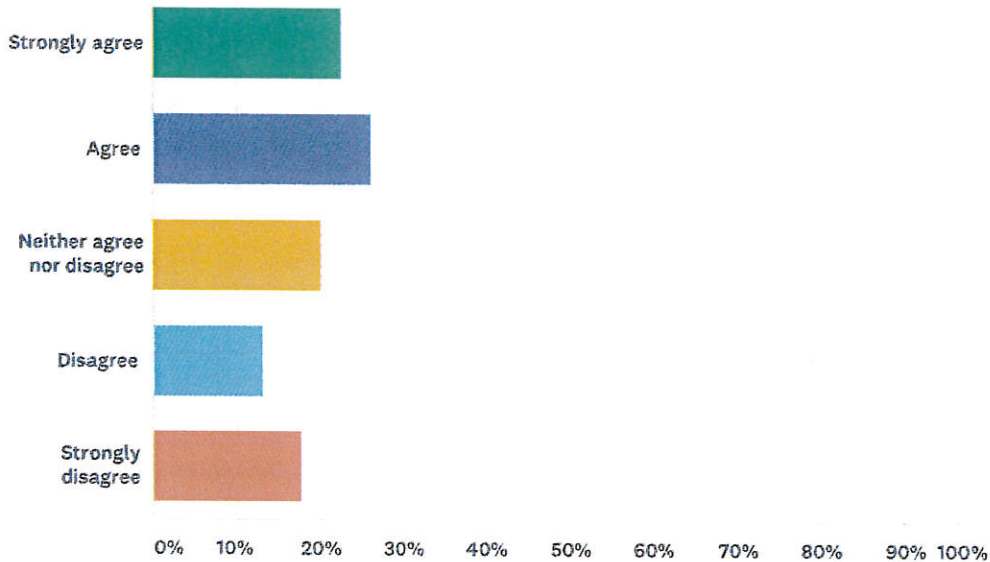
31

52

83

Q4 I think the City should develop the park land as a public park with a park ID sign, off road parking lot, and other park amenities

Answered: 84 Skipped: 0



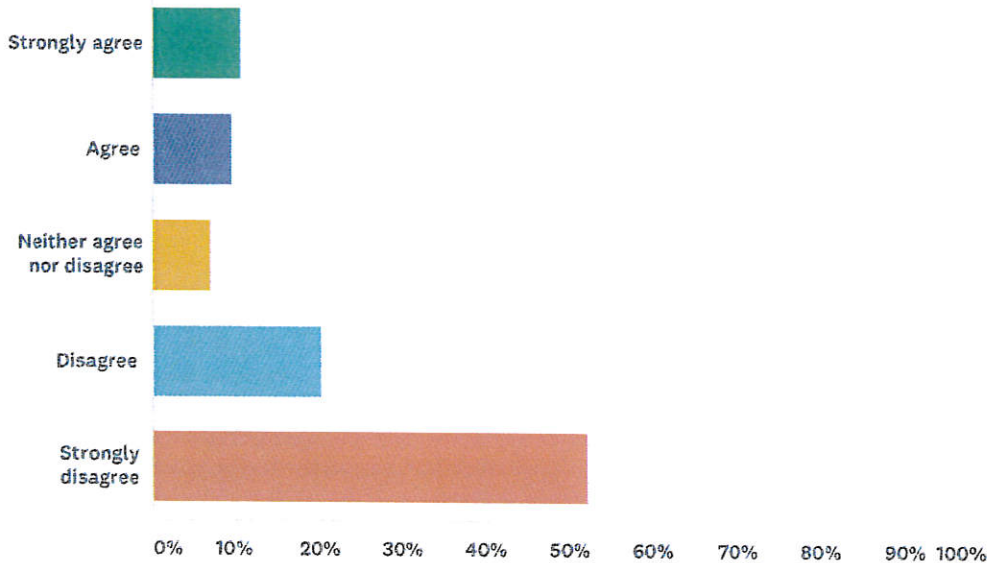
ANSWER CHOICES

RESPONSES

Strongly agree	22.62%	19
Agree	26.19%	22
Neither agree nor disagree	20.24%	17
Disagree	13.10%	11
Strongly disagree	17.86%	15
TOTAL		84

Q5 I think the City should sell the park land to allow for the development of three 2.5 acre residential lots served by well and spetic

Answered: 84 Skipped: 0



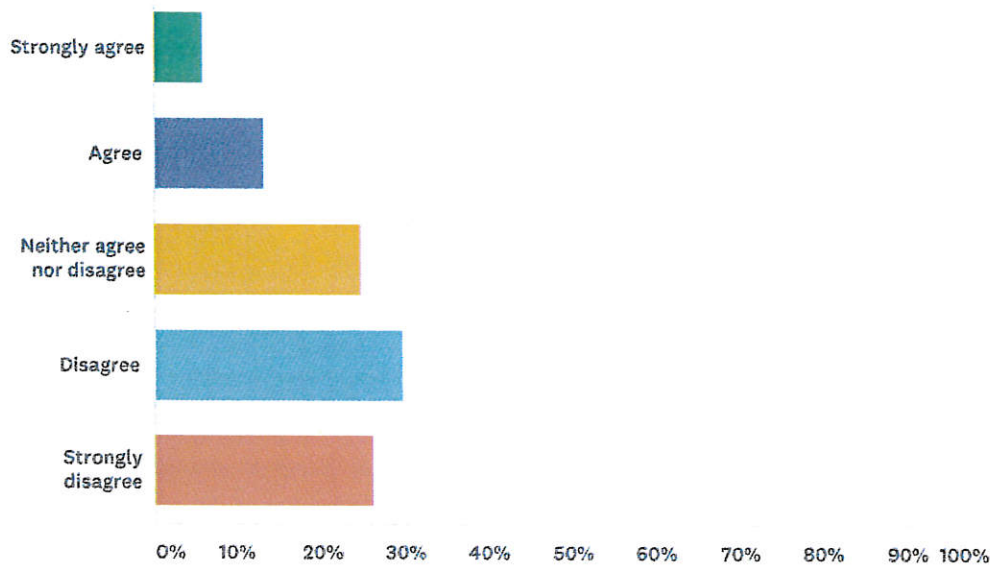
ANSWER CHOICES

RESPONSES

Strongly agree	10.71%	9
Agree	9.52%	8
Neither agree nor disagree	7.14%	6
Disagree	20.24%	17
Strongly disagree	52.38%	44
TOTAL		84

Q6 I think the City should sell the park land to a private party and allow the property to be protected as "open space"

Answered: 84 Skipped: 0



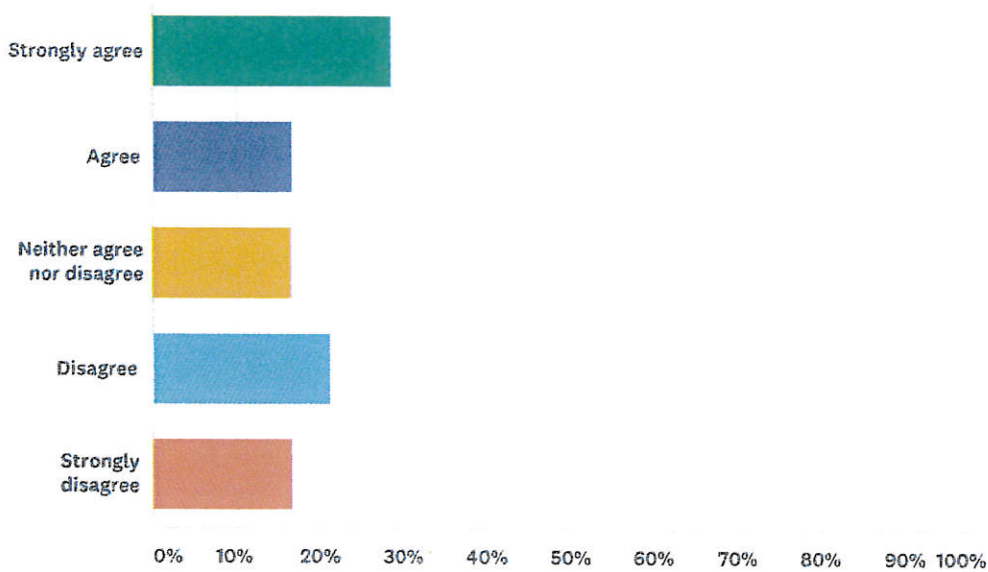
ANSWER CHOICES

RESPONSES

Strongly agree	5.95%	5
Agree	13.10%	11
Neither agree nor disagree	25.00%	21
Disagree	29.76%	25
Strongly disagree	26.19%	22
TOTAL		84

Q7 I think the City should leave the park land "as is"

Answered: 84 Skipped: 0



ANSWER CHOICES	RESPONSES	
Strongly agree	28.57%	24
Agree	16.67%	14
Neither agree nor disagree	16.67%	14
Disagree	21.43%	18
Strongly disagree	16.67%	14
TOTAL		84

Q8 I have the following comments

Answered: 46 Skipped: 38

#	RESPONSES	DATE
1	Keep the park the way it is!	4/10/2018 5:19 PM
2	Leave as is it is part of Mississippi National River and Recreation Area and save River Front Park also, don't sell as the Park Director purposed at a past meeting.	4/7/2018 10:12 AM
3	I use the park and think it is beautiful the way it is. Leave it the way it is.	4/7/2018 10:08 AM
4	Property should be sold and monies be used to help Maintain our remaining parks. The majority of tax payers Should benefit not the minority .	4/6/2018 11:04 AM
5	Keep park with a park monument and a tar path in the future.	4/5/2018 5:59 PM
6	If its not presently bring taxed and is instead draining public funds, find a way for it to generate revenue to offset current expenditures	4/5/2018 4:12 PM
7	Please put up sign	4/5/2018 2:15 PM
8	Dog park	4/5/2018 1:13 PM
9	Most of the residents in this area have acreage and no need for additional recreational space. Three more houses would be minimal impact.	4/5/2018 8:46 AM
10	Parks are a good thing. This one in particular is a nice natural area. Leave it alone. Pretty soon Inver grove will just be a bunch of houses. Why don't you focus on the area by Target. That was sure a success. Bad planning in this city.	4/5/2018 7:09 AM
11	Develope the park with a sign and parking so those outside the immediate are can use better. However, keep it just one or a few paths as a rustic getaway.	4/5/2018 5:40 AM
12	I do live off of the trail and we do need a walking distance park for the kids.	4/4/2018 10:40 PM
13	Do not sell IGH park lands and put conservation easement on River Heights Park and all other city parks within the MNRRA.	4/4/2018 9:28 PM
14	The park would be a great addition to our community with a paved walking and bicycle path.	4/4/2018 9:00 PM
15	The park is inside the MNRRA leave it as is.	4/4/2018 8:57 PM
16	None	4/4/2018 8:27 PM
17	If the city was smart they would leave the park as is	4/4/2018 8:18 PM
18	Keep the park as is! The one thing I love about this city is some of the open spaces it has! Foolish to do away with that.	4/4/2018 8:15 PM
19	The residents in the surrounding area use the park. Why aren't other parks considered to be sold?? The city would be absolutely stupid to get rid of green space, because you will never get it back. I think it's time for a new city council.... The planning in this city is ridiculous. Time to get some people who know what they are doing.	4/4/2018 8:06 PM
20	I think more parks are a great thing! The more access for kids and families to get out with each other in their neighborhoods is a bonus. Good parks within walking distance is strongly encouraged.	4/4/2018 7:17 PM
21	Don't sell to developers	4/4/2018 6:55 PM
22	NA	4/4/2018 5:30 PM
23	Put in a splash pad!	4/4/2018 5:23 PM
24	We sent an email to Eric Carlson expressing our opinions about River Heights Park.	4/4/2018 5:11 PM
25	This topic came before the council not too long ago and the consensus was to not sell the parcel of land. Why is it still being discussed? We need more green spaces in this town.	4/4/2018 5:00 PM

River Heights Park

SurveyMonkey

26	I live across the road from the park. It gets used by area residents as is so don't know why this comes up all the time. A more developed park would bring traffic and residents outside of the Inver Grove Trail and surrounding area. I suspect park patrons will also be parking on River Heights Way and our side of the street (on our grass) across from the park at all hours. If city doesn't want it area residents might buy it, or work with the city to keep it mowed, to keep it as open space. We don't need another paved parking lot, residents in this area have their own swings, basketball hoops, etc. The area is relatively small and fits the neighborhood as is.	4/4/2018 4:44 PM
27	As long as the city is maintaining it, make it a usable space for city residents, if it is going to be inaccessible like private land, sell it to private buyers.	4/4/2018 4:05 PM
28	Do Not sell off park land. It is meant to be there to preserve open spaces. That's why builders were made to set aside land! I've lived here for 41 years.	4/4/2018 4:01 PM
29	I am unsure if we can attend the meeting but would strongly like to see the area protected as open space. once anything is developed you can never go back so the original I keep seeing comments posted about the size of the lots of the homes near there...why is that even an issue?? If everything becomes developed where does all the wildlife go?	4/4/2018 3:56 PM
30	It seems the residents of this area use it more as "their" park and don't like any improvements/sale of, etc. to occur. That said, if this truly is a City Park, it should be labeled as such, with a Park name marker, trash cans, parking, and marketed as such. If the surrounding residents don't like that idea, sell it to be developed.	4/4/2018 3:38 PM
31	Environmental or all natural playground or both...	4/4/2018 3:15 PM
32	No more apartments please	4/4/2018 3:13 PM
33	The city should start developing commercially in order to have income coming back into the city and be able to improve and keep the city moving forward into the future.	4/4/2018 2:55 PM
34	Either developed it so all can use it. Or sell it	4/4/2018 2:31 PM
35	We built our house in 1986 across the street from the park on River Hts Way. The green space was an amenity for us and part of the agreement between the developer and the city to plat and sell these lots. I believe that agreement should still be honored today	4/4/2018 2:29 PM
36	Public land is at a premium, they aren't making any more anytime soon. Let's keep what we have for the enjoyment of all.	4/4/2018 1:44 PM
37	The openness of the property is nice to have instead of even more houses people can't move into or open building that companies don't buy.	4/4/2018 1:24 PM
38	Would like to see this land developed for everyone to use, or to sell it.	4/4/2018 1:05 PM
39	I think it should be developed for everyone to use or it should be sold.	4/4/2018 1:01 PM
40	I would rather the city use its time and energy and focus on all the unused retail areas. This park has been a blessing to me as I was going through my cancer journey. Please leave it as it is.	4/4/2018 12:59 PM
41	Sell it, it's too small for a park and the only people that benefit are those that live near it, the city should sell it and use the money to upgrade other parks	4/4/2018 12:56 PM
42	The city does not have enough parks for it's residents. The thought that the space you actually already own would be sold for residential homes is absurd!!! There are residents complaining that they have been harassed about selling their land for park space???	4/4/2018 12:49 PM
43	Something should be done with it. Either a park for area residents (i.e. Summit Pines etc.) or developed to fit in with existing area homes.	4/4/2018 12:42 PM
44	Let's keep green parks in inver grove!	4/4/2018 12:39 PM
45	Any option that protects the land as green space is fine. Do not sell it for development.	4/4/2018 12:35 PM
46	It is city land and all residents should have access, if access is not developed than the city should sell it to be developed	4/4/2018 12:29 PM

**NEIGHBORHOOD MEETING LETTER, SIGN-IN SHEET
AND COMMUNICATIONS RECEIVED**



City of Inver Grove Heights
Parks and Recreation Department
"Discover the Opportunities"

8055 Barbara Avenue • Inver Grove Heights, MN 55077 • Phone 651-450-2585 • Fax: 651-450-2490 • www.invergroveheights.org

March 22, 2018

Dear River Heights Park Area Resident

Subject: River Heights Park

In July of 2017, the city considered selling portion(s) of River Heights Park. After listening to resident feedback, the City developed alternate plans and the Council never acted on the concept of selling portion(s) of River Heights Park.

The City Council is interested in continuing to explore the possibility of how to best utilize the River Heights Park property moving into the future and invites residents living in the area to participate in the process. Potential scenarios include:

- Development of the property as a public park which may include some of the following: a park ID sign, 10-15 car paved parking lot, paved loop trail, playground equipment, basketball court, etc.
- Sale of a portion, or all the property for residential development
- Sale of the property to a private party(ies) to allow the property to be protected as "open space"
- Other ideas/suggestions

The City of Inver Grove Heights will be hosting a public information meeting on Wednesday, April 4, 2018 at 6:00 pm in the City Council Chambers at 8150 Barbara Ave., to discuss the future use of River Heights Park.

Residents in the area are invited to attend a series of meetings to give input as there will be several opportunities to share your feedback. The tentative schedule is as follows:

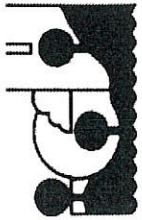
Date	Purpose	Time	Location
Wednesday, April 4, 2018	Public Information Meeting	6:00pm	City Hall - 8150 Barbara Ave.
Wednesday, April 11, 2018	Park and Recreation Commission Meeting	7:00pm	City Hall - 8150 Barbara Ave.
Monday May 7, 2018	City Council Work Study Session	6:00pm	City Hall - 8150 Barbara Ave.
TBD	City Council Meeting	7:00pm	City Hall - 8150 Barbara Ave.

Should you be unable to attend a meeting, please feel free to email, call or send me a letter prior to the meeting with your comments regarding the park. My email is ecarlson@invergroveheights.org and my phone number is 651.450.2587.

Sincerely,

Eric Carlson
Parks & Recreation Director
City of Inver Grove Heights

CC Mayor and City Council
Park & Recreation Commission



Sign-in Sheet River Heights Park Meeting

Name	Company	Phone	Email
Smayles Kavalovski	Resident	651-457-2671	
Stephen T. Smith	Resident	612-965-6568	
Kerry Hotter	Resi	651-456-6039	
Doreen Trank	resident	703 234 1704	
Ron + Theresie Wanger	resident	651-271-7878	twanger@hotmail.ca
Greg Bauer	resident	651 455-5696	SHIRL GREG BAUER @gmail.com
Denise Wilkens	resident	651-457-2476	
Cheryl Wilkens	resident	651-457-0139	
Kelly McCarthy	resident	651-457-0139	
Thomas Wilkens	resident	651-457-2476	
Alia Wacker	FMR	651-222-2193	autarek@fmr.org
Geoff Dittmer		612-309-6304	amc@comcast.net
ALAN MEYMAN	SEZF	651-260-9128	amc@comcast.net

Eric Carlson

From: Nancy Schouweiler <nschouweil@gmail.com>
Sent: Sunday, May 6, 2018 4:31 PM
To: Eric Carlson
Subject: River Heights Park

Dear Mr. Carlson,

My husband, Greg and I have lived in the River Heights Park neighborhood for over thirty years. We like the sense of living in the country while being just a few minutes from the amenities of the Twin Cities. Over the years we have witnessed much change with the housing that has developed in the area. We would hate to see our natural area park also turn into housing. It is our preference that the best utilization of the River Heights Park property is to keep it as it is, a natural area park.

Please share this correspondence with the Mayor and Council for their discussion of this issue.

Thank you for the opportunity to voice our opinion.

Sincerely,
Nancy Schouweiler
4000 90th St. E.
IGH, MN 55076
651-455-6440

Eric Carlson

From: Margo Garrett <margogarrett@gmail.com>
Sent: Thursday, May 3, 2018 6:07 PM
To: Eric Carlson
Subject: Re: River Heights Park

Hello again! One typo: I wrote "a decision NOT to go ahead with any plans for development or sale of River Heights Park was off the table, I wrote incorrectly. I should have written: "a decision to go ahead with.....was off the table!"

Poorly, hurriedly written. Sorry!

Again, thanks!
Margo

Sent from my iPhone

On May 3, 2018, at 12:14 PM, Eric Carlson <ecarlson@invergroveheights.org> wrote:

Margo

Thanks for your email. I received it too late to be included in the information that is going to the Council. I will give them a copy of your email on Monday evening at the meeting.

Have a great weekend!

Eric

From: Margo Garrett <margogarrett@gmail.com>
Sent: Thursday, May 3, 2018 10:46 AM
To: Eric Carlson <ecarlson@invergroveheights.org>
Subject: re: River Heights Park

Good morning Mr. Carlson;

This letter, re: River Heights Park, is late. I beg you to allow it at least as a submission, so that our neighbors know we have been serious in our professed concern over plans for development or sale of the property.

You see, my husband wrote me an email (he can hardly type!) asking me to write you an email letter and noted that the letter had to get to you TOMORROW (his word). Well, when I read the email yesterday, "tomorrow" meant today, Thursday. But he told me on the phone last night that he wrote his email late Tuesday night, so "tomorrow" was yesterday, Wednesday, when the letter was due. I am terribly sorry, but still hope you can accept this as submitted.

We are most disappointed that, in less than a year, when we were told was a decision not to go ahead with any plans for development or sale of River Heights Park was off the table, we are already having to defend the decision we were told was long-term. My husband remembers hearing the word "permanent." We have always felt serene in the knowledge that everything we have ever been told by

Inver Grove Heights leaders was true and that their word was trustworthy. To be back in the same conversation again, however, so very soon after "settling" it last summer makes us nervous, of course. I, for one, am not sleeping well and wake up worrying about this and thinking "What might be next?"

As I stated in my first letter to you of July 24, 2017, we pay taxes that we expect to be higher because we live in such a desirable area. We all have worked and saved to be able to do so because it was important enough to us to ensure a lifestyle for which we all searched, and found on River Heights Way. To have that threatened constantly threatens the very qualities of our lives. We moved, as did most of our neighbors, including the contractor, Mr. McDonald, who started the neighborhood I believe and whose company built all or most of our homes on River Heights Way, to this particular place because it was a special "island" of privacy and quiet, on the Mississippi and yet near the bustling cities that provide our livelihoods. To have the neighborhood altered as much as the current descriptions of the possibilities strongly suggest, would ruin the entire reason the neighborhood was created. To proceed yet again, in less than a year of the last threat, with plans to change all that runs afoul of all I know about good and honest city management. We do not need more houses, certainly not new construction in our neighborhood, nor do we need a *developed* park. There are very, very few children in our neighborhood and those, I am told, have their own basketball hoops at home or use the courts at school. We all appreciate so much what Mother Nature gives us, just as it is. If the property were to be sold, what would the asking price be? Perhaps our neighborhood could be the purchaser. I very much would like to know the answer to that question if nothing else. I will look for our zoning laws when I get home on the 17th, but I still believe new construction would be a loss of value in our homes. And if it were multiple housing, we will lose tremendous value.

I am in New York working for two weeks as I normally do and my husband will be at Mayo for a three-day appointment long scheduled prior to our knowing about the meetings. Please know that if it were possible we would be at the May 7th meeting and please know of our deep concern. Yes, we are privileged to live where we do. And with that privilege comes responsibility. My husband and I, despite the appearance that our active professional and personal lives taking us away now at the time of this important meeting, are deeply devoted to fighting against any changes to River Heights Way.

Thanks for reading this and for allowing our voice to be heard. Wishing all a meeting of substance, civility, and progress towards a solution for us all. Please let me know if there is any knowledge of what the purchase price of the park would be.

Many thanks to you - - sorry to be back in touch at such a stressful time for us all.

Best regards,

Margo Garrett Kavalovski
representing self and my husband, Charles D. Kavalovski
8765 River Heights Way

Eric Carlson | Park and Recreation Director

Tel: 651-450-2587 | Fax: 651-259-8032

City of Inver Grove Heights | Parks & Recreation | 8055 Barbara Ave | Inver Grove Heights | Minnesota | 55077

ecarlson@invergroveheights.org | www.invergroveheights.org

Eric Carlson

From: Pat Farley <farlsp56@yahoo.com>
Sent: Tuesday, April 17, 2018 11:10 AM
To: Eric Carlson
Cc: Kevin Sethre; Kathryn Bauer
Subject: Re: River Heights Park Recommendation

Eric,

In my waning days as a commissioner I have a couple of thoughts that I believe would be prudent to incorporate into the overall "mix". First, after listening to the testimony on TV, I was struck by the presence of outside organizations that gave testimony to the importance of this "space" to the ecological environment of which this area is a part.

Second, I do not believe it to be prudent to construct all kinds of signage, parking, etc until a real good, balanced plan can be created. (I do not recall this part being at the forefront of the overall park plans.) As such, considerations for things such as ecological, recreational (swings, soccer field, basketball court, etc.), and walking/biking paths need to be carefully considered. Third, I cannot conceive making a commitment of an extended nature not to sell the property. Each of the above items need to be evaluated, in my opinion, and this should be done with a group of citizens from the area that are willing to pitch in, and then a decision can be made. That decision would be to either judge that the best long term future for that property, the neighborhood, and the community is to sell it; or, that a provisional period would be established wherein park utilization would be monitored with an eye toward determining if this is a park by definition or convenient neighborhood vacant land - the former requires one action and the latter signifies a sale.

I know that as a resident of that area one can appreciate the fact that I have benefited from significant open, rural space in the area in which I live. A condition that was never the designated purpose when this area was designated a park. But its designation is not an absolute one that requires it to be so in perpetuity. (Once again, it would be a huge mistake to designate it as such.)

I truly appreciate how thorny of an issue this is. I can only hope that my suggestions add some clarity to the discussion.

Good luck,
Pat Farley

On Tuesday, April 17, 2018, 9:15:09 AM CDT, Eric Carlson <ecarlson@invergroveheights.org> wrote:

Commissioners

Good morning. I am working on my presentation to the City Council for the May 7th Work Study Session. I have reviewed the tape of the meeting and believe the following is the motion you voted on. Please let me know if you feel the motion was different than what I have listed.

Eric Carlson

From: Michael Challeen <michael.challeen@icloud.com>
Sent: Friday, April 20, 2018 2:34 PM
To: Eric Carlson
Subject: River Heights Park

Eric:

I haven't been able to get to any of the meetings, so thought I'd give you my "2-cents" in an email.

My wife and I live at 8369 Delaney Circle, and we often go walking down Inver Grove Trail and around the River Heights Way circle, and indirectly, River Heights Park.

In our opinion, we can't see much in the way of monetary gain to the city's tax base, by developing that property. Certainly not enough (pardon my french) to piss off the local residents. If there was to be any development of the park, I'd say a simple/formal sign and not a lot but *some* parking spaces (already hinted at, by an extension of the pavement on the roadside near the top end of the park). Forget about a parking lot – leave the parking just off the side of the street. I've noticed a simple trail winding its way around the perimeter, and that, along with a couple of picnic tables is, in our mind, all that needs to be done to it in terms of development. Keep it simple.

That's our "for-what-it's-worth." Keep on fighting the good fight! Thanks for all you do!

Michael & Kate Challeen

Eric Carlson

From: Nancy Cooper <nkcooper@yahoo.com>
Sent: Saturday, April 14, 2018 11:14 AM
To: Eric Carlson
Subject: Save River Heights Park

Eric Carlson,

I am writing to urge you, my representative, to ensure River Heights Park remains a public park in perpetuity.

River Heights Park is eight acres of natural vegetation near the Mississippi River and within our National Park, the Mississippi National River and Recreation Area (MNRRA). Maintaining natural spaces within the Mississippi River corridor is essential because it is an internationally significant migratory corridor that supports millions of birds and other wildlife each year.

In addition, the park serves 254 people who live within a 10-minute walk from the park (Source: Trust For Public Land, parkserve.org). This includes 62 children and 34 seniors. Just last August, over 140 of those residents signed a petition to save the park. This park is greatly valued by myself and many other residents.

Again, I stand with my IGH neighbors in urging you to permanently protect our park.

Nancy Cooper
8905 River Heights Way
Inver Grove Heights, MN 55076

Eric Carlson

From: Robin Rank <robinerank@gmail.com>
Sent: Thursday, April 12, 2018 2:22 PM
To: Eric Carlson
Subject: River Heights Park

Mr. Carlson:

My name is Robin Rank, I live in the River Bluffs development at Concord and 80th. I have lived in Inver Grove Heights for 27 years, my children went to Pine Bend and both my sons are fire fighters with Inver Grove FD. I must tell you until this subject came to my attention through the City's letters, I did not know that River Heights Park existed.

I was unable to make the first two meetings indicated in your March 22 letter. So I'm writing to you now to give you my personal thoughts on this matter.

1. River Heights Park does not look like a park
2. It is not signed for the public to recognize as a park
3. It looks like a vacant lot that people trot their pets through to do their business
4. I believe the property should be sold to a developer or the City should make a fully groomed park.

As a taxpayer, I really have an issue with a neighborhood thinking they can throw a fit and hold up development just because they want a place to keep their pet waste. That is, as gross as it sounds, the main reason those people want that property to remain as is. I say make them buy it otherwise - development is due. Houses or a groomed public park, I can live with either. What I can't live with is the City continuing to own a piece of property designated for public use as a park that doesn't benefit *every* resident of the City. I have grandchildren now and a park there would be within walking distance for me with the added benefit of not having to cross Concord to take my 3 toddlers to a park.

Thank you for your time.

Robin Rank
(651) 983-2806
8003 Delano Way
IGH, MN 55076

Eric Carlson

From: aaron lynner <aaronlynner@hotmail.com>
Sent: Thursday, April 12, 2018 6:42 AM
To: Eric Carlson
Subject: Save River Heights Park

Eric Carlson,

I am writing to urge you, my representative, to ensure River Heights Park remains a public park in perpetuity.

River Heights Park is eight acres of natural vegetation near the Mississippi River and within our National Park, the Mississippi National River and Recreation Area (MNRRA). Maintaining natural spaces within the Mississippi River corridor is essential because it is an internationally significant migratory corridor that supports millions of birds and other wildlife each year.

In addition, the park serves 254 people who live within a 10-minute walk from the park (Source: Trust For Public Land, parkserve.org). This includes 62 children and 34 seniors. Just last August, over 140 of those residents signed a petition to save the park. This park is greatly valued by myself and many other residents.

Again, I stand with my IGH neighbors in urging you to permanently protect our park.

aaron lynner
8855 river heights way
inver grove heights, MN 55076

Eric Carlson

From: Nicole Lynner <grunzke@msn.com>
Sent: Thursday, April 12, 2018 6:40 AM
To: Eric Carlson
Subject: Save River Heights Park

Eric Carlson,

I am writing to urge you, my representative, to ensure River Heights Park remains a public park in perpetuity.

River Heights Park is eight acres of natural vegetation near the Mississippi River and within our National Park, the Mississippi National River and Recreation Area (MNRRA). Maintaining natural spaces within the Mississippi River corridor is essential because it is an internationally significant migratory corridor that supports millions of birds and other wildlife each year.

In addition, the park serves 254 people who live within a 10-minute walk from the park (Source: Trust For Public Land, parkserve.org). This includes 62 children and 34 seniors. Just last August, over 140 of those residents signed a petition to save the park. This park is greatly valued by myself and many other residents.

Again, I stand with my IGH neighbors in urging you to permanently protect our park.

Nicole Lynner
8855 river heights way
Inver Grove Heights, MN 55076



*Working to protect the Mississippi River
and its watershed in the Twin Cities area.*

101 East Fifth Street
Suite 2000
Saint Paul, MN 55101

651-222-2193
www.fmr.org
info@fmr.org

May 7, 2018

Inver Grove Heights Mayor & Councilmembers
Attn.: Parks & Recreation Director Eric Carlson
8150 Barbara Avenue
Inver Grove Heights, MN 55077

RE: The proposed sale of River Heights Park.

Inver Grove Heights Mayor & Councilmembers:

Friends of the Mississippi River (FMR) is a local non-profit community-based organization that works to protect and enhance the natural and cultural assets of the Mississippi River and its watershed in the Twin Cities. We have 2,400 active members, more than 3,000 volunteers and over 1,600 advocates who care deeply about the river's unique resources. FMR has been an active and ongoing defender and promoter of preserving and restoring public open space within our National Park, the Mississippi National River and Recreation Area (MNRRA), since 1993.

We are writing today to respectfully request that you keep River Heights Park as a city park. Doing so will align with the Park and Recreation Commission's recommendation to:

- "keep River Heights Park as a public park and consider future Park ID sign, parking, playground, and other park amenities; park should stay city owned as a public park" (April 11, 2018).
- "remove this park from a list under consideration to be sold, and that we affirm the value of this park, of the open space, for not only the people in that area, but the entire City and the wildlife" (August 9, 2017).

By keeping the park, you would save a crucial Mississippi River corridor open space as well as an important natural space for residents, living throughout the city, to enjoy.

National Park

Riverview Heights Park is within our local National Park, the Mississippi National River and Recreation Area (MNRRA), a 72-mile corridor along the Mississippi River through the Twin Cities. MNRRA was established in 1988 to work in partnership with local communities to protect and enhance the natural, cultural and recreational resources within the national park corridor. Since MNRRA owns very little land in the corridor, it relies on local communities and regional park agencies to provide parks, trails, open space and other public amenities within

within walking distance. Therefore, providing parkland for area residents should be a priority for the city to ensure open space is accessible to all residents.

- Removing River Heights Park would also reduce the small amount of planned natural trails shown on the 2030 Comprehensive Trail Plan map (PDF pg. 143) Removing or shrinking one of the few natural trails would go against the city's park policy to "Offer a variety of activities in the park system including cultural, conservation, passive, active and organized recreation areas" (emphasis added, PDF pg. 149).

Finally, Trust for Public Land (parkserve.org) reports that this park is within a 10-minute walk of 254 residents. The park serves 62 children, 158 adults and 34 seniors. It also provides green space and reprieve for 33 people who make less than \$35,000 per year. While the park serves mostly people who are White, it also serves a fair amount of people who are Black, Asian, Native American, mixed race, other race and Hispanic. Without this park, these people will no longer live within a 10-minute walk from a park. We urge you to prioritize walkable parkland for the well-being of all residents.

Funding

We understand that the city is looking to save money and generate revenue. However, selling River Heights Park will not save the city significant money or generate significant revenue.

Selling or disposing of River Heights Park will not lift a significant burden on the city. The City's Park Maintenance Operating Budget Funding Pro-forma (IGH Comprehensive Parks Plan & Development Guide, PDF pg. 129), indicates that River Heights Park will not cost the city significant maintenance until 2028. Additionally, at the April 4, 2018 Public Information Meeting on this proposal, Parks Director Eric Carlson stated that the city is not spending significant funds to maintain the park currently.

Additionally, selling the park would not generate significant ongoing revenue for the city. Public data available (gis2.co.dakota.mn.us/WAB/PropertyInformationPublic/) shows that the 2.5 acre properties surrounding River Heights Park will pay around \$2,000 in city tax in 2018. If River Heights Park were to be divided into three 2.5-acres parcels and sold as proposed, the city would likely gain less than \$6,000 in additional revenue per year, not taking into account likely decreased surrounding property values due to loss of park access.

Therefore, keeping the park would not be a significant burden to the city and the community wide benefits the city receives from having natural parkland for residents to enjoy should far outweigh the additional \$6,000 of revenue per year that the city could generate from selling River Heights Park.

Restoration Opportunity

If the park is not to be sold for development, FMR is a strong proponent of restoring and enhancing this important open space site within the MNRRA corridor and would be willing to help.



Before



After

In conclusion, we strongly encourage you to uphold your community's vision for the parkland and adhere to your existing Comprehensive Plan by opposing the sale of River Heights Park. In doing so, you will demonstrate courage to do the right thing for the health, well-being and quality of life of the residents of Inver Grove Heights now and long into the future.

Thank you for your consideration of these comments. Please feel free to reach out to Irene Jones, River Corridor Program Director (ijones@fmr.org, x11) or Alicia Uzarek, Policy Advocate (auzarek@fmr.org, x29) with questions or comments.

Sincerely,

Alicia Uzarek
Policy Advocate



Working to protect the Mississippi River
and its watershed in the Twin Cities area.

101 East Fifth Street
Suite 2000
Saint Paul, MN 55101

651-222-2193
www.fmr.org
info@fmr.org

April 11, 2018

Inver Grove Heights Park & Recreation Commission
Attn.: Parks & Recreation Director Eric Carlson
8150 Barbara Avenue
Inver Grove Heights, MN 55077

RE: The proposed sale of a portion of River Heights Park.

Inver Grove Heights Park & Recreation Advisory Commission:

Friends of the Mississippi River (FMR) is a local non-profit community-based organization that works to protect and enhance the natural and cultural assets of the Mississippi River and its watershed in the Twin Cities. We have 2,400 active members, more than 3,000 volunteers and over 1,600 advocates who care deeply about the river's unique resources. FMR has been an active and ongoing defender and promoter of preserving and restoring public open space within our National Park, the Mississippi National River and Recreation Area (MNRRA), since 1993.

We are writing today to respectfully request that you oppose the disposition of River Heights Park and uphold your August 9, 2017 motion to recommend the City Council *"remove this park from a list under consideration to be sold, and that we affirm the value of this park, of the open space, for not only the people in that area, but the entire City and the wildlife."*

National Park

Riverview Heights Park is within our local National Park, the Mississippi National River and Recreation Area (MNRRA), a 72-mile corridor along the Mississippi River through the Twin Cities. MNRRA was established in 1988 to work in partnership with local communities to protect and enhance the natural, cultural and recreational resources within the national park corridor. Since MNRRA owns very little land in the corridor, it relies on local communities and regional park agencies to provide parks, trails, open space and other public amenities within the corridor. Natural open space at this location is contributing the health and beauty of the National Park for both people and wildlife. River Heights Park not only provides residents with a trail through a natural area, but also contributes key habitat to the Mississippi River Flyway – an internationally significant migratory corridor used by millions of birds and other wildlife throughout the year. The proximity of this park to the Pine Bend Bluffs is also significant, because its high ecological value. This conservancy parkland is one of many key park pieces that make our National Park great.

IGH Residents

Inver Grove Heights has recognized the significance of parkland for residents in the city's 2009 Comprehensive Park Plan and Development Guide.

Parks, trails and open spaces are important to residents. Parks define neighborhoods, offer recreation opportunities, and serve as open space and wildlife habitat. The City of Inver Grove Heights parks act as neighborhood gathering points and strengthen the sense of community. The City of Inver Grove Heights is committed to meeting its residents' needs and will plan wisely for the future (pg. 6).

We completely agree that parks provide immense benefits to the community.

The Comprehensive Park Plan goes on to explain that River Heights Park serves the entire community, is worthy of preservation and would be adversely affected by development. This information is found through the park's classification as conservancy land. The service area given by the plan is "community wide" and the site is described as one of IGH's "Significant natural areas, which merit preservation and would be adversely, affected be [by] development" (pg. 20). The decision for this land classification was made as recently as 2009. Considering such a drastic change in land use from conservancy to sale for development in just nine years, the Parks Commission should reject this change, as it is inconsistent with city-adopted policy.

In addition, the city has a goal "To provide a well balanced park and recreation system" (pg. 36). Taking River Heights Park out of the mix, or partially out of the mix, would remove parkland from a portion of the city that is already fairly disconnected from other public parkland and reduce the city's already small amount of natural trails.

- Selling River Heights Park while meeting the goal above, as we see it, is not possible, because there is no new (replacement) parkland available in the surrounding neighborhoods.
- Simply removing parkland from this portion of the city also goes against this city goal. When looking at the maps showing IGH park amenity service areas (immediately following pg. 112), River Heights Park does not fall within any of the ½-1 mile services area listed. Therefore, providing parkland for area residents should be a priority for the city to ensure open space is accessible to all residents.
- Removing River Heights Park would also reduce the small amount of planned natural trails shown on the 2030 Parks, Trails and Open Space Plan Map (page 6-10, immediately following pg. 110). Removing or shrinking one of the few natural trails would go against the city's policy "To offer a variety of activities in the park system including cultural, conservation, passive, active and organized recreation areas" (emphasis added, pg. 36).

Finally, Trust for Public Land (parkserve.org) reports that this park is within a 10-minute walk of 254 residents. The park serves 62 children, 158 adults and 34 seniors. It also provides green space and reprieve for 33 people who make less than \$35,000 per year. While the park serves mostly people who are White, it also serves a fair amount of people who are Black,

Asian, Native American, mixed race, other race and Hispanic. Without this park, these people will no longer live within a 10-minute walk from a park. We urge you to prioritize walkable parkland for the well-being of all residents.

Funding

We understand that the city is looking to save money and generate revenue. However, selling River Heights Park will not save the city significant money or generate significant revenue.

Selling or disposing of River Heights Park will not lift a significant burden on the city. The City's Park Maintenance Operating Budget Funding Pro-forma (IGH Comprehensive Parks Plan, PDF pg. 129), indicates that River Heights Park will not cost the city significant maintenance until 2028. Additionally, at the April 4, 2018 Public Information Meeting on this proposal, Parks Director Eric Carlson stated that the city is not spending significant funds to maintain the park currently.

Additionally, selling the park would not generate significant ongoing revenue for the city. Public data available (gis2.co.dakota.mn.us/WAB/PropertyInformationPublic/) shows that the 2.5 acre properties surrounding River Heights Park will pay around \$2,000 in city tax in 2018. If River Heights Park were to be divided into three 2.5-acres parcels and sold as proposed, the city would likely gain less than \$6,000 in additional revenue per year, not taking into account likely decreased surrounding property values due to loss of park access.

Therefore, keeping the park would not be a significant burden to the city and the community wide benefits the city receives from having natural parkland for residents to enjoy should far outweigh the additional \$6,000 of revenue per year that the city could generate from selling River Heights Park.

Restoration Opportunity

If the park is not to be sold for development, FMR is a strong proponent of restoring and enhancing this important open space site within the MNRRA corridor and would be willing to help.

The FMR supports restoration of River Heights Park because it would provide a higher quality park for residents as well as improved habitat that supports a greater diversity of wildlife and pollinators. This could include many other features (i.e. park sign, paved trails, nature play area, etc.) should park users desire them.

FMR would be eager to work with the City of IGH to secure restoration funding for River Heights Park. For many years, FMR has successfully received state funding for restoration projects on lands owned by cities. Restoring this park to more natural habitat would not need to be a financial burden on the City, and could provide long-term enjoyment for city residents as well as create important wildlife habitat.

FMR can also offer assistance creating a management plan and implementing it. This aligns with the IGH Comprehensive Parks Plan, which suggests that the city will "*develop forest restoration plan*" (pg. 88) for River Heights Park. We could imagine our professional

ecologists, who have extensive experience writing management plans and implementing them throughout the MNRRA corridor, partnering with community members, colleges or universities. The partnership would help engage others in the design and implementation of restoration projects at River Heights Park to support a greater diversity of wildlife and pollinators.

FMR is also committed to our restoration sites long-term and do ongoing ecological management. One example of such work is at the nearby Pine Bend Bluffs Scientific and Natural Area, where FMR has been assisting the DNR with ecological restoration and management for the past 15 years. Last year we entered into a partnership with IGH to conduct restoration activities with volunteers at Heritage and Swing Bridge Parks and we were able to leverage \$20,200 in state funds towards this work. We would welcome an opportunity to assist with restoration of River Heights Park in the future.

Below are before and after pictures of FMR prairie and forest restoration sites.

Friends of the Mississippi River prairie restoration at Gores Wildlife Management Area.



Before



After

Friends of the Mississippi River forest restoration at Old Mill Park, Hastings.



Before



After

Parks & Recreation Advisory Commission Duties and Functions

Finally, the Park and Recreation Advisory Commission official duties and functions per city code include "periodically examining the need for new parks and open space..." but it does not mention considering the sale or disposition of existing parkland. We ask that you demonstrate the courage to do the right thing for the health, well-being and quality of life of the residents of Inver Grove Heights, and protect River Heights Park for current and future generations.

We strongly encourage you to uphold your community's vision for the parkland and adhere to your existing Comprehensive Park Plan by opposing the sale of River Heights Park in any amount.

Thank you for your consideration of these comments. Please feel free to reach out to Irene Jones, River Corridor Program Director (ijones@fmr.org, x11) or Alicia Uzarek, Policy Advocate (auzarek@fmr.org, x29) with questions or comments.

Sincerely,

A handwritten signature in cursive script that reads "Alicia Uzarek".

Alicia Uzarek
Policy Advocate

Project Areas

Inver Grove Heights, MN - River Heights Park

All statistical results are aggregated for the listed project areas and their service areas. Service areas are based on 10 minute (1/2 mile) walk times from project access points defined for each project area and based upon the walkable network.

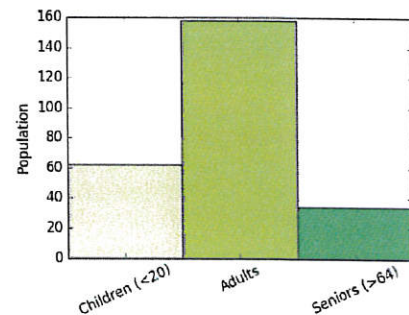
Legend

-  Project Area
-  Service Area



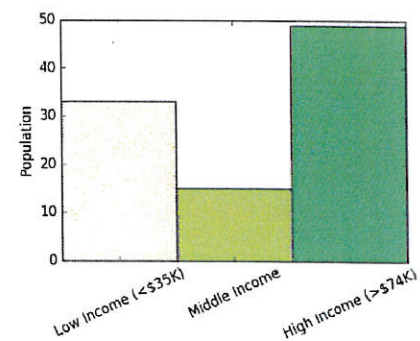
Population	Served
Total Population	254

Age	Served
Children (less than age 20)	62
Adults (age 20 to age 64)	158
Seniors (age 65 and up)	34



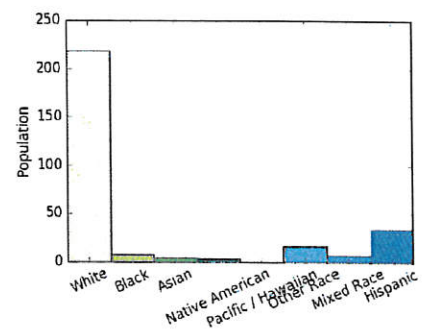
Income	Served
Low (less than \$35,000)	33
Middle (from \$35,000 to \$75,000)	15
High (\$75,000 and up)	49

(Generated From Regional Median Incomes)



Race/Ethnicity	Served
White	218
Black	7
Asian	4
Native American	3
Pacific / Hawaiian	0
Other Race	16
Mixed Race	6
Hispanic*	34

* U.S. Census captures Hispanic Origin separate from race



Demographic information is derived from ESRI 2015 Demographic Forecast Block Groups data.

This report was created on April 9, 2018 using the ParkServe® interactive mapping site. It is for informational purposes only. The providers of this report disclaim any and all warranties, express or implied, including fitness for a particular purpose or merchantability, and make no representation that the report is complete, accurate, or error free. Use and reliance on this report is at the sole risk of the party using same.

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Eric Carlson

From: WILLIAM ADAMS <plbgbywm@msn.com>
Sent: Monday, March 26, 2018 3:31 PM
To: Eric Carlson
Subject: River Heights Park

Hello Eric,

We are still of the same mindset to sell the property as 2.5 acre residential properties and not a "development" like what happened across the street.

If it's sold to private parties as open space, we may very well be back to this point again in the future.

It's our opinion that there would be more cost to the city if it's made into a public park considering the cost of maintenance. We are also of the opinion that the opponents of development are not in favor of more traffic or a parking lot.

Bill and Mary Adams
8825 River Heights Way

Eric Carlson

From: Linda Levi <llevi@churchofstpatrik.com>
Sent: Wednesday, April 04, 2018 1:01 PM
To: Eric Carlson
Subject: River Heights Park

A few comments regarding River Heights Park:

In consideration of the rather small amount of land within the park boundaries and the parks location (residential homes all on 2 ½ acres or more, except for the Summit Pines area on the west side of Inver Grove Trail) being a more “rural” style area without the benefit of city sewer and water, we believe the current usage of the park suits the area perfectly.

The parkland is home to an abundance of wildlife-deer, turkey, birds of many varieties, etc. The mowed trail allows visitors to walk through the area without disturbing the wildlife inhabitants and keeps the serene river valley atmosphere intact.

We believe the idea to add a 10-15 car paved parking lot is unnecessary. The out-of-the way location could attract unwanted activity (teen parties, possible drug deal interactions). Also because home owners in the area have large properties those wishing for play facilities already have them installed on their own property. Seems unlikely that persons not living nearby would drive to a small park for this type of usage when they most likely have a neighborhood park in their home area. Why drive (bad for the environment and costly usage of gasoline) when you have the same in your neighborhood park?

IGH is currently developing several residential and commercial properties. This is great for our city. Open space is environmentally sound. There is only so much land – once developed, you can’t get it back.

As proud and lifelong residents of Inver Grove Heights, we feel the best usage of River Heights Park is to remain underdeveloped – keeping the current model with mowed trails, perhaps added some benches for seating.

Respectfully,

Tim and Linda Levi

Eric Carlson

From: Thomas Wilkens <tmwilkens@outlook.com>
Sent: Wednesday, April 11, 2018 10:37 AM
To: Eric Carlson
Subject: Save River Heights Park

Eric Carlson,

I am writing to urge you, my representative, to ensure River Heights Park remains a public park in perpetuity.

River Heights Park is 7.5 acres of natural vegetation near the Mississippi River and within our National Park, the Mississippi National River and Recreation Area (MNRRA). Maintaining natural spaces within the Mississippi River corridor is essential because it is an internationally significant migratory corridor that supports millions of birds and other wildlife each year.

In addition, the park serves 254 people who live within a 10-minute walk from the park (Source: Trust For Public Land, parkserve.org). This includes 62 children and 34 seniors. Just last August, over 140 of those residents signed a petition to save the park. This park is greatly valued by myself and many other residents.

Again, I stand with my IGH neighbors in urging you to permanently protect our park.

I support the regional spirit of MNRRA which was created in 1988, Public Law 100-696.

It urged the state and local governments to

1. Preservation and enhancement of environmental values of the area
2. enhance public outdoor recreation opportunities in the area,
3. Conservation and protection of scenic, historical, natural and scientific values of the area.

Not selling the park and permanently protecting it with a conservation easement is my recommendation to you.

Thomas Wilkens
8959 Inver Grove Trail
Inver Grove Heights, MN 55076

Eric Carlson

From: Johanna Olund <jaolund@yahoo.com>
Sent: Wednesday, April 11, 2018 10:54 AM
To: Eric Carlson
Subject: Save River Heights Park

Eric Carlson,

I am writing to urge you, my representative, to ensure River Heights Park remains a public park in perpetuity.

River Heights Park is eight acres of natural vegetation near the Mississippi River and within our National Park, the Mississippi National River and Recreation Area (MNRRA). Maintaining natural spaces within the Mississippi River corridor is essential because it is an internationally significant migratory corridor that supports millions of birds and other wildlife each year.

In addition, the park serves 254 people who live within a 10-minute walk from the park (Source: Trust For Public Land, parkserve.org). This includes 62 children and 34 seniors. Just last August, over 140 of those residents signed a petition to save the park. This park is greatly valued by myself and many other residents.

Again, I stand with my IGH neighbors in urging you to permanently protect our park.

Johanna Olund
8959 INVER GROVE TRAIL
INVER GROVE HEIGHTS, MN 55076

Eric Carlson

From: Denise Wilkens <djwilkens@hotmail.com>
Sent: Wednesday, April 11, 2018 10:55 AM
To: Eric Carlson
Subject: Save River Heights Park

Eric Carlson,

I am writing to urge you, my representative, to ensure River Heights Park remains a public park in perpetuity.

River Heights Park is 7.5 acres of natural vegetation near the Mississippi River and within our National Park, the Mississippi National River and Recreation Area (MNRRA). Maintaining natural spaces within the Mississippi River corridor is essential because it is an internationally significant migratory corridor that supports millions of birds and other wildlife each year.

In addition, the park serves 254 people who live within a 10-minute walk from the park (Source: Trust For Public Land, parkserve.org). This includes 62 children and 34 seniors. Just last August, over 140 of those residents signed a petition to save the park. This park is greatly valued by myself and many other residents.

Drove past the park twice yesterday,
1:15 PM seen a car in the parking area on south side of park,
at 2:36 PM seen a man and his dog leaving the park via the north side.
Went to the park earlier this winter expecting deep snow but found a packed trail.

Again, I stand with my IGH neighbors in urging you to permanently protect our park.

Denise Wilkens
8959 Inver Grove Trail
Inver Grove Heights, MN 55076

Eric Carlson

From: Mary Kay Lynch <lynch021@umn.edu>
Sent: Tuesday, April 10, 2018 8:12 PM
To: Eric Carlson
Subject: Save River Heights Park

Eric Carlson,

I am writing to urge you, my representative, to ensure River Heights Park remains a public park in perpetuity.

River Heights Park is eight acres of natural vegetation near the Mississippi River and within our National Park, the Mississippi National River and Recreation Area (MNRRA). Maintaining natural spaces within the Mississippi River corridor is essential because it is an internationally significant migratory corridor that supports millions of birds and other wildlife each year.

In addition, the park serves 254 people who live within a 10-minute walk from the park (Source: Trust For Public Land, parkserve.org). This includes 62 children and 34 seniors. Just last August, over 140 of those residents signed a petition to save the park. This park is greatly valued by myself and many other residents.

Again, I stand with my IGH neighbors in urging you to permanently protect our park.

Mary Kay Lynch
3958 63rd St E
Inver Grove Heights, MN 55076

Eric Carlson

From: Linda Webb <lmwbb2@gmail.com>
Sent: Tuesday, April 10, 2018 6:31 PM
To: Eric Carlson
Subject: Save River Heights Park

Eric Carlson,

I am writing to urge you, my representative, to ensure River Heights Park remains a public park in perpetuity.

River Heights Park is eight acres of natural vegetation near the Mississippi River and within our National Park, the Mississippi National River and Recreation Area (MNRRA). Maintaining natural spaces within the Mississippi River corridor is essential because it is an internationally significant migratory corridor that supports millions of birds and other wildlife each year.

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Again, I stand with my IGH neighbors in urging you to permanently protect our park.

Linda Webb
8925 River Heights Way
Inver Grove Heights, MN 55076

Eric Carlson

From: Daniel Schmidt <danrschmidt11@gmail.com>
Sent: Tuesday, April 10, 2018 1:43 PM
To: Eric Carlson
Subject: Save River Heights Park

Eric Carlson,

I am writing to urge you, my representative, to ensure River Heights Park remains a public park in perpetuity.

River Heights Park is eight acres of natural vegetation near the Mississippi River and within our National Park, the Mississippi National River and Recreation Area (MNRRA). Maintaining natural spaces within the Mississippi River corridor is essential because it is an internationally significant migratory corridor that supports millions of birds and other wildlife each year.

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Again, I stand with my IGH neighbors in urging you to permanently protect our park.

Daniel Schmidt
8915 River Heights Way
Inver Grove Heights, MN 55076

Eric Carlson

From: Alan Meyman <ameyman@comcast.net>
Sent: Tuesday, April 10, 2018 1:07 PM
To: Eric Carlson
Subject: Save River Heights Park

Eric Carlson,

I am writing to urge you, my representative, to ensure River Heights Park remains a public park in perpetuity.

River Heights Park is eight acres of natural vegetation near the Mississippi River and within our National Park, the Mississippi National River and Recreation Area (MNRRA). Maintaining natural spaces within the Mississippi River corridor is essential because it is an internationally significant migratory corridor that supports millions of birds and other wildlife each year.

In addition, the park serves 254 people who live within a 10-minute walk from the park (Source: Trust For Public Land, parkserve.org). This includes 62 children and 34 seniors. Just last August, over 140 of those residents signed a petition to save the park. This park is greatly valued by myself and many other residents.

Again, I stand with my IGH neighbors in urging you to permanently protect our park.

Alan Meyman
8915 River Heights Way
Inver Grove Heights, MN 55076

Eric Carlson

From: Karen Meyman <ksmeyman@yahoo.com>
Sent: Tuesday, April 10, 2018 12:58 PM
To: Eric Carlson
Subject: Save River Heights Park

Eric Carlson,

I am writing to urge you, my representative, to ensure River Heights Park remains a public park in perpetuity.

River Heights Park is eight acres of natural vegetation near the Mississippi River and within our National Park, the Mississippi National River and Recreation Area (MNRRA). Maintaining natural spaces within the Mississippi River corridor is essential because it is an internationally significant migratory corridor that supports millions of birds and other wildlife each year.

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Again, I stand with my IGH neighbors in urging you to permanently protect our park.

Karen Meyman
8915 River Heights Way
Inver Grove Heights, MN 55076

Eric Carlson

From: Bob Robbins <bobrobbins2@gmail.com>
Sent: Tuesday, April 10, 2018 12:32 PM
To: Eric Carlson
Subject: Save River Heights Park

Eric Carlson,

I am writing to urge you, my representative, to ensure River Heights Park remains a public park in perpetuity.

River Heights Park is eight acres of natural vegetation near the Mississippi River and within our National Park, the Mississippi National River and Recreation Area (MNRRA). Maintaining natural spaces within the Mississippi River corridor is essential because it is an internationally significant migratory corridor that supports millions of birds and other wildlife each year.

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Again, I stand with my IGH neighbors in urging you to permanently protect our park.

Bob Robbins
2055 Upper 45th St E
Inver Grove Heights, MN 55077

Eric Carlson

From: Katie Hill <katieanderson.44@gmail.com>
Sent: Tuesday, April 10, 2018 10:32 AM
To: Eric Carlson
Subject: Save River Heights Park

Eric Carlson,

I am writing to urge you, my representative, to ensure River Heights Park remains a public park in perpetuity.

River Heights Park is eight acres of natural vegetation near the Mississippi River and within our National Park, the Mississippi National River and Recreation Area (MNRRA). Maintaining natural spaces within the Mississippi River corridor is essential because it is an internationally significant migratory corridor that supports millions of birds and other wildlife each year.

In addition, the park serves 254 people who live within a 10-minute walk from the park (Source: Trust For Public Land, parkserve.org). This includes 62 children and 34 seniors. Just last August, over 140 of those residents signed a petition to save the park. This park is greatly valued by myself and many other residents.

Again, I stand with my IGH neighbors in urging you to permanently protect our park.

Katie Hill
4501 Audrey Ave
Inver Grove Heights, MN 55077

Eric Carlson

From: Terri Allen <terathina@aol.com>
Sent: Tuesday, April 10, 2018 10:45 AM
To: Eric Carlson
Subject: Save River Heights Park

Eric Carlson,

I am writing to urge you, my representative, to ensure River Heights Park remains a public park in perpetuity.

SAVE OUR NATURAL SPACES!!!!!!

SAVE RIVER HEIGHTS PARK!!!!!!

YOU KNOW THE STATS! NOW PAY ATTENTION TO THE PEOPLE YOU SERVE!

PROTECT OUR PARK!!!!!!

Terri Allen
3309 78th St E
Inver Grove Heights, MN 55076

Eric Carlson

From: Sara Klasky <klasmidt@gmail.com>
Sent: Tuesday, April 10, 2018 10:03 AM
To: Eric Carlson
Subject: Save River Heights Park

Eric Carlson,

I am writing to urge you, my representative, to ensure River Heights Park remains a public park in perpetuity.

River Heights Park is eight acres of natural vegetation near the Mississippi River and within our National Park, the Mississippi National River and Recreation Area (MNRRA). Maintaining natural spaces within the Mississippi River corridor is essential because it is an internationally significant migratory corridor that supports millions of birds and other wildlife each year.

In addition, the park serves 254 people who live within a 10-minute walk from the park (Source: Trust For Public Land, parkserve.org). This includes 62 children and 34 seniors. Just last August, over 140 of those residents signed a petition to save the park. This park is greatly valued by myself and many other residents.

Again, I stand with my IGH neighbors in urging you to permanently protect our park.

Sara Klasky
6315 Bachman Circle
Inver Grove Hts, MN 55077

Eric Carlson

From: Kymn Paulson <kymnpaulson@gmail.com>
Sent: Tuesday, April 10, 2018 9:57 AM
To: Eric Carlson
Subject: Save River Heights Park

Eric Carlson,

I am writing to urge you, my representative, to ensure River Heights Park remains a public park in perpetuity. I love the IGH parks and wild areas and my family has used and enjoyed these parks for over twenty years. Please keep these parks for us and the wildlife which is vital to us all!

River Heights Park is eight acres of natural vegetation near the Mississippi River and within our National Park, the Mississippi National River and Recreation Area (MNRRA). Maintaining natural spaces within the Mississippi River corridor is essential because it is an internationally significant migratory corridor that supports millions of birds and other wildlife each year.

In addition, the park serves 254 people who live within a 10-minute walk from the park (Source: Trust For Public Land, parkserve.org). This includes 62 children and 34 seniors. Just last August, over 140 of those residents signed a petition to save the park. This park is greatly valued by myself and many other residents.

Again, I stand with my IGH neighbors in urging you to permanently protect our park.

Kymn Paulson
3222 72nd St E
Inver Grove Heights, MN 55076

Inver Grove Heights Park and Recreation Commission;

I attended a previous hearing about River Heights Park, at which I voiced my concern about selling park property to meet short-term funding needs. I still believe it is poor public policy to consider park property as a revenue source. A city needs a certain level of park services to make it a city that is worth living in. Maintaining a level of park property and amenities is the same as maintaining a level of street maintenance, building inspections, or police services. We could probably get along OK with less of all of those, but without maintaining a certain level, the quality of living in Inver Grove Heights is diminished. Inver Grove currently has the bare minimum of park land for a city of our size, we should not be considering reducing it. Certainly little River Heights Park is not on the same scale as our national and state parks, but the principle that has protected Yellowstone and Itasca from many tempting offers (during much more desperate times) remains the same. Parks fill an important civic need and we should take a long-range view whenever we are tempted to cash in on it for short term uses.

As far as the other options under consideration, (referenced in the March 22, 2018 letter to Area Residents) I support the idea of protecting the property as open space, with the qualifier that it should remain available for public access. There is certainly value in city park land being simply "green space" as long as it is available for use by residents. However, I don't see how selling the park to a private owner/owners as "open space" but with restricted access is a benefit to the residents of Inver Grove or much different than selling it as a residential property. River Heights Park should not be turned into a bigger back yard for use of its neighbors. Although I'm sympathetic to the needs of wildlife, the city's priority should be that our limited park property should remain accessible to the people of Inver Grove Heights.

I think most of the residents of the area will oppose any plan for development of the park, such as parking places or amenities. But it is a disservice to the residents of Inver Grove (all of whom pay for city-wide park services) to limit access to and usefulness of city park property to protect a perceived entitlement by neighbors. I will be personally sorry to lose the natural aspect of the park, but I also think that in fairness to the whole city, it should be more widely appreciated, which requires some level of development. I don't believe that installing ball fields or a playground is the best use of a very attractive and natural piece of park property, but I don't oppose thoughtful development to make it a more desirable and accessible piece of the Inver Grove park system.

Thank you for providing the opportunity to comment about the future of this park. I hope you make a thoughtful and far-sighted recommendation about the future of River Heights Park.

Sincerely



Carol Nankivel

8875 Inver Grove Trail

NEWS

Undeveloped Inver Grove Heights park, near river, could be up for sale again

By [NICK FERRARO](#) | nferraro@pioneerpress.com | Pioneer Press

PUBLISHED: April 10, 2018 at 6:08 pm | UPDATED: April 11, 2018 at 8:49 am

Inver Grove Heights again is considering what to do with River Heights Park, which was to be sold for residential development last summer before neighbors helped persuade city officials otherwise.

The city's parks and recreation advisory commission tonight [will consider whether to recommend to the city council](#) that the 7.5-acre park be divided into three 2.5-acre lots and sold for single-family homes. The council is scheduled to discuss the matter at its May 7 work session.

In August, the city [tabled the idea of selling all or part of the park](#), which is at 8780 Inver Grove Trail. The decision came after a [petition opposing the idea](#) was signed by 140 residents and presented to the parks commission, which then [recommended to the council](#) that the park be taken off a list of city properties that could be sold.

At the time, the nonprofit Friends of the Mississippi River also noted that the park lies within the Mississippi National River and Recreation Area.

On Tuesday, Eric Carlson, parks and recreation director, cited four reasons for recommending that River Heights Park be sold:



A view of River Heights Park across the street from Al and Karen Meyman's home in Inver Grove Heights, photographed Aug. 8, 2017. (Nick Ferraro / Pioneer Press)

- The park is undeveloped, made up of grass, trees and a looping half-mile dirt trail.
- It is surrounded by 2.5-acre lots.
- Pine Bend Bluffs Scientific and Natural Area is just south of the park.
- Among the city's 28 parks, River Heights has the second-lowest number of people — 254 — who live within a 10-minute walk.

Carlson said talk of River Heights' future was resurrected recently by the council, which has not heard both sides of the issue in a formal meeting.

River Heights Park is among 10 city-owned properties the council deemed "excess" land in 2016. Two additional parks — Marcott Woods, which is 14 acres, and Dehrer, 5.5 acres — also are on the list.

The last time the city sold parkland was in 2009, when Cameron Warehouse Liquors moved to a 1.3-acre park across the street as part of reconstruction and widening of Concord Boulevard.

Carlson said selling the park is just one of the options. Others, he said, include developing it with park amenities, a parking lot and a sign; selling it to a private party that would protect it as open space; and doing nothing.

Whatever city officials decide, they can expect more support to save the park. Of the 13 residents who attended a public information meeting the city held last week, Carlson said, none were in favor of selling it for homes or developing it.

Tags: [Dakota County](#) [Inver Grove Heights](#)

Nick Ferraro

Nick Ferraro

A Minneapolis native, Nick Ferraro joined the Pioneer Press in 1997 after graduating from the University of St. Thomas in St. Paul. He's been a reporter covering Dakota County communities since 2007.

[Follow Nick Ferraro @NFerraroPiPress](#)



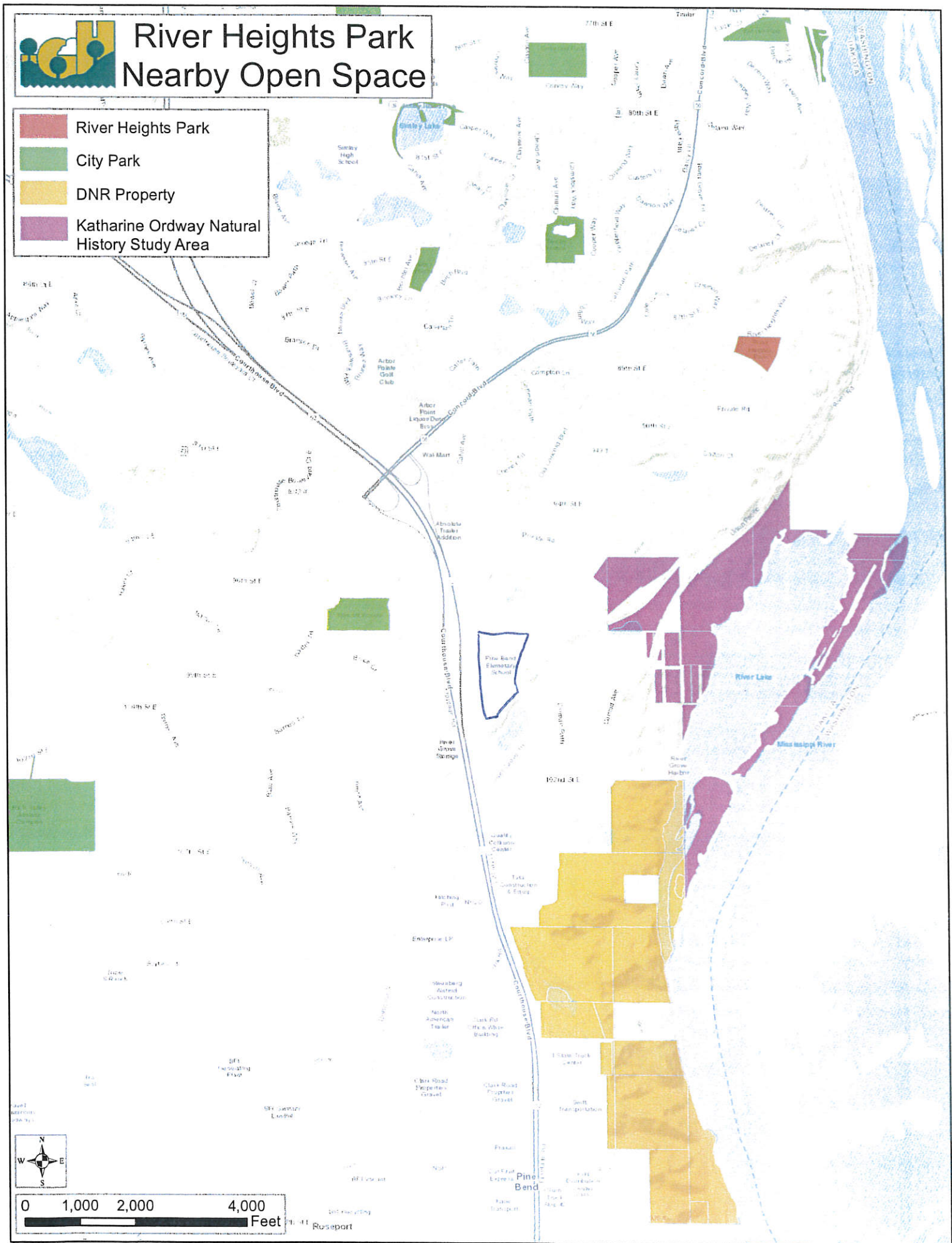
As you comment, please be respectful of other commenters and other viewpoints. Our goal with article comments is to provide a space for civil, informative and constructive conversations. We reserve the right to remove any comment we deem to be defamatory, rude, insulting to others, hateful, off-topic or reckless to the community. See our full terms of use [here](#).

[VIEW COMMENTS](#)

SE INVER GROVE HEIGHTS OPEN SPACE MAP



-  River Heights Park
-  City Park
-  DNR Property
-  Katharine Ordway Natural History Study Area



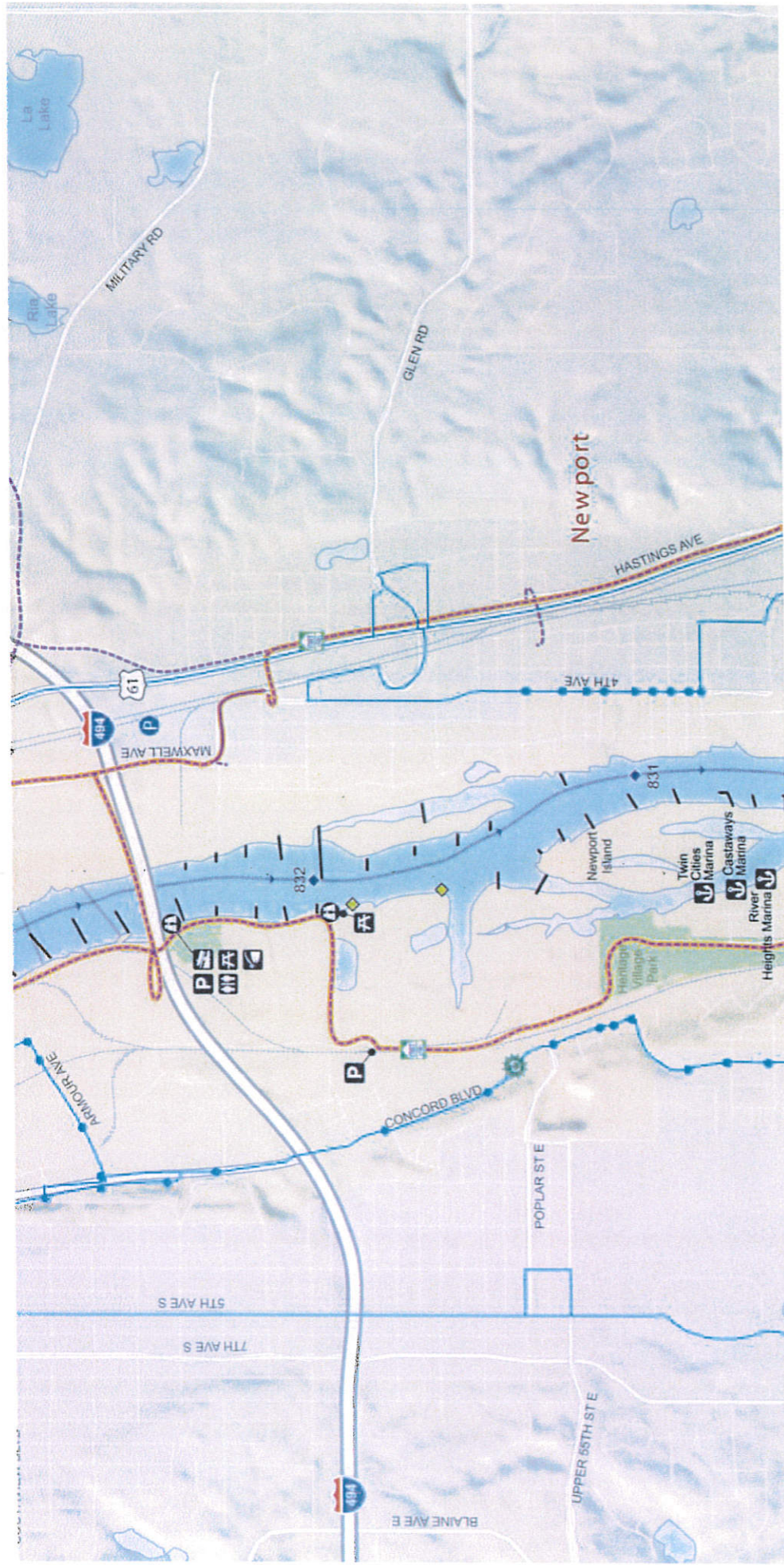
**MISSISSIPPI NATIONAL RIVER
AND RECREATION AREA
(MNRRA)**

United States Department of the Interior
National Park Service



Mississippi National River and Recreation Area

Mississippi River Companion - Map E59 (river miles 833 to 831)

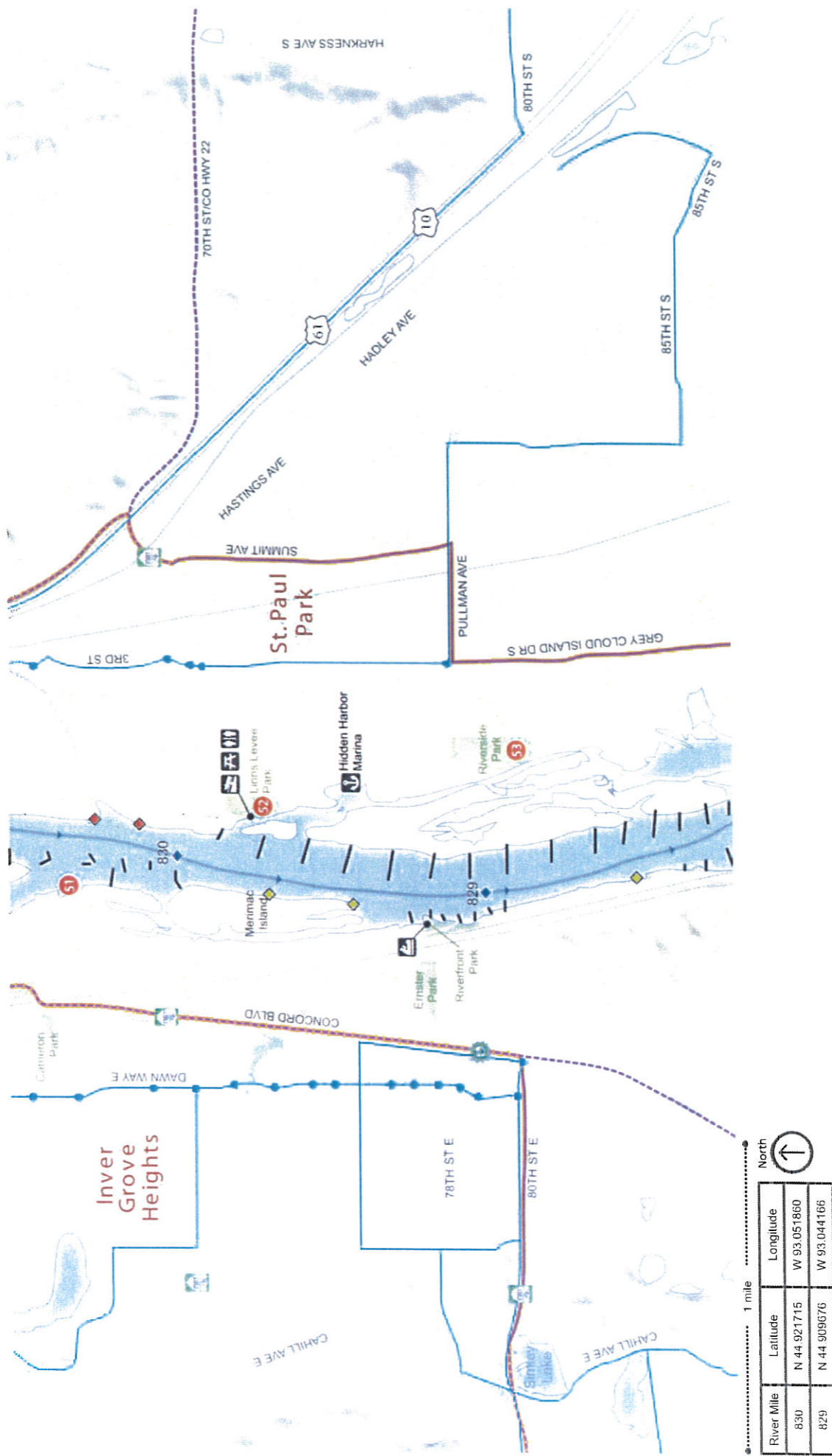


1 mile

River Mile	Latitude	Longitude
833	N 44.889473	W 93.018574
832	N 44.875740	W 93.014830
831	N 44.862358	W 93.008663



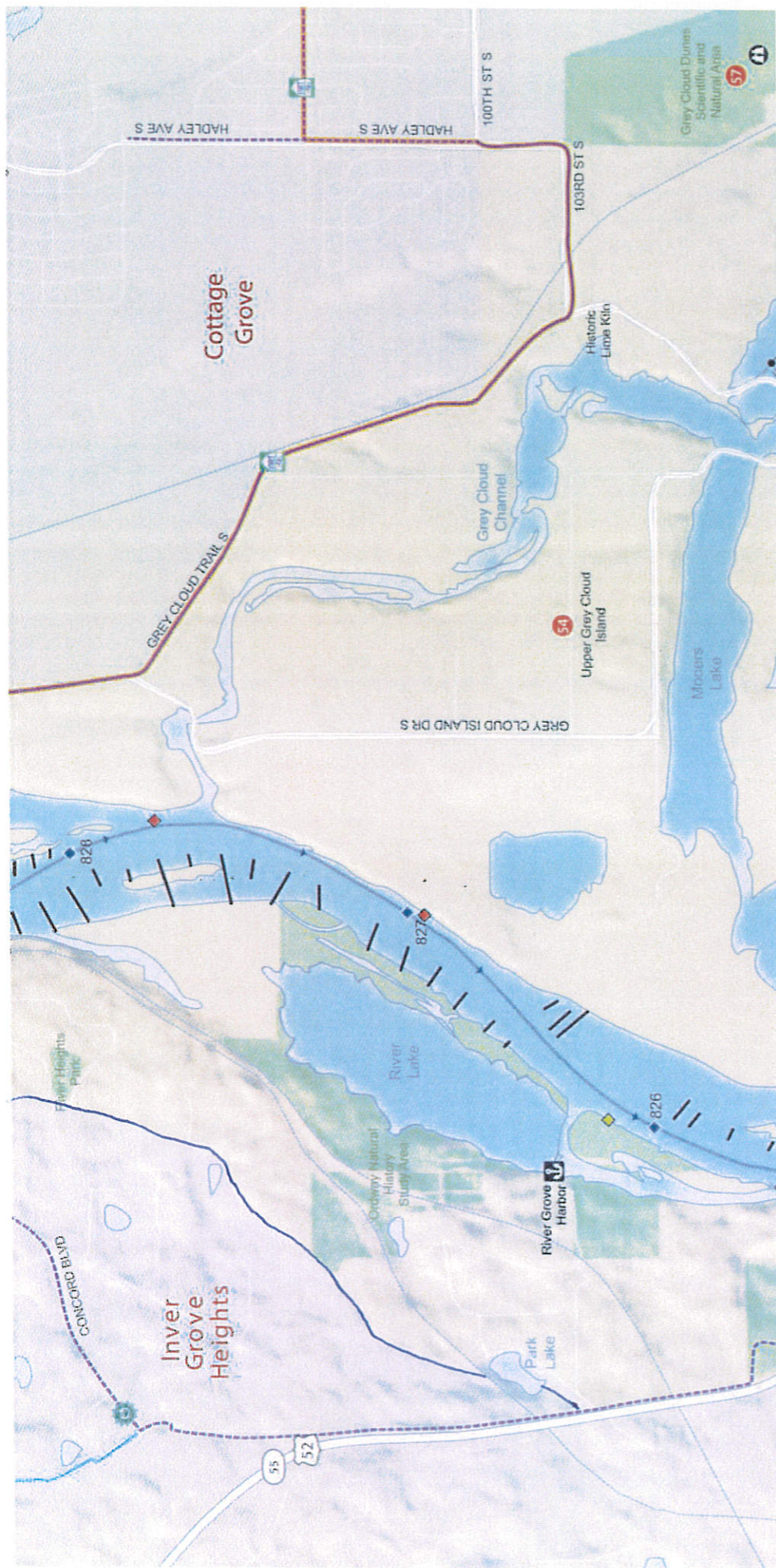
Mississippi River Companion - Map E60 (river miles 830 to 829)



United States Department of the Interior
National Park Service
Mississippi National River and Recreation Area



Mississippi River Companion - Map E61 (river miles 828 to 826)



River Mile	Latitude	Longitude
828	N 44.898084	W 93.033590
827	N 44.807816	W 93.009768
826	N 44.797302	W 93.021924

United States Department of the Interior
National Park Service



Mississippi National River and Recreation Area

Mississippi River Companion - Map E62 (river miles 825 to 821)



1 mile		North			
					
River Mile	Latitude	Longitude	River Mile	Latitude	Longitude
826	N 44.797302	W 93.021924	822	N 44.772982	W 92.973654
825	N 44.783585	W 93.021339	821	N 44.766189	W 92.955739
824	N 44.772358	W 93.010858			
823	N 44.774893	W 92.992392			

AUGUST 2017 INFORMATION

**City of Inver Grove Heights Minutes of the Proceedings
Of the Park and Recreation Advisory Commission
Wednesday, August 9, 2017**

1. CALL TO ORDER:

Chair Eiden called the June 14, 2017 Park and Recreation Advisory Commission Meeting to order at 7:00 p.m.

2. ROLL CALL:

Present: Chair Kevin Sethre; Vice Chair Kathryn Bauer; Commissioners: Al Eiden, Patrick Farley, Deb Tix, Mark Freer, Joe Boehmer, and Mary Gerhardt
Parks and Recreation Director Eric Carlson

Absent: Commissioner Willie Krech
Recording Clerk Sheri Yourczek

3. PRESENTATIONS:

None

4. ANNOUNCEMENTS:

A. You can find information regarding the City of Inver Grove Heights by visiting our web site at:
www.invergroveheights.org

B. Find us on Facebook at Inver Grove Heights Parks & Recreation

C. Follow us on Twitter at @IGHParks

D. Next Meeting: September 13, 2017. Regular Meeting 7:00 p.m.

5. CONSENT AGENDA:

A. Approval of Agenda

B. Approval of Minutes of June 14, 2017

Motion to approve the Consent Agenda by Commissioner Eiden, seconded by Vice Chair Bauer.

Aye: 8

Nay: 0 Motion carried.

6. PUBLIC COMMENT:

None

7. UNFINISHED BUSINESS:

None

8. REGULAR AGENDA:

A. Consider Disposing of River Heights Park

Parks and Recreation Director Eric Carlson wanted to clarify that the Commission is going to be discussing the possibility of disposing of River Heights Park. It's not to build a Fire Station at River Heights Park. It would be for residential purposes only; the Fire Station isn't a part of this item. This conversation that you are going to have with this Commission would have happened with or without a Fire Station. The Commission and the City Council wanted to explore the possibility of selling three different parks in the Community, one being River Heights Park. Eventually we would have had this conversation, regardless of whether the Fire Station started this process. The two are not connected.

The Commission is being asked to consider disposing of River Heights Park which is located at 8087 Inver Grove Trail. The parcel is 7.5 acres in size and the Commission is asked to consider having it split into three 2 ½ acre residential lots which would be similar in size to those surrounding the park. In 2009 the City of Inver Grove Heights disposed of Cameron Park which is located at 6501 Concord Boulevard. That parcel was 1.3 acres in size and the City disposed of that park at that time so we would be able to relocate a business, Cameron Liquor Store, to the park site due to the reconstruction of Concord Boulevard. Currently the City has 28 parks in our park system with about 608 acres of parkland, not including the 235 acres that is Inver Wood Golf Course. The southern portion of the City is guided as large lot development with minimum lot sizes of 2.5 acres. That is what is found around River Heights Park. We do have six parks in the southern portion Broadmoor, Marcott Woods, Marianna Ranch, Rich Valley, River Heights, and Southern Lakes. In the Fall of 2015 the Commission worked on a plan to right size the park system and wanted to make sure we were serving the three different parts of the Community. The Urban part, the Northwest area, and the Rural area, based on their density and development patterns. One of the concepts was the notion of potentially disposing of three parks: Marcott Woods, River Heights Park, and Dehrer Park. This evening we are at the juncture to have a conversation with the River Heights Park neighborhood to see if there is support or not for the thought of potentially selling all or portions of River Heights Park. The City Council was interested in the concept, so we investigated. We find no legal reason why the park couldn't be disposed of. Before the City would considering selling, or changing the use of the park in any way shape or form, we would want to hear from the neighborhood. We sent out more than 200 notices, which is far more than we are used to sending out as we wanted to get healthy conversation from the Community that surrounds the park regarding the future of that park. On Tuesday, July 25th we held an informational meeting, 12 people showed up. People in attendance liked the park the way it is. They didn't believe we should change the use. They would hate to see it sold for residential development and they believed the City has other opportunities for land acquisition for a Fire Department. Within your packets you have all of the emails that he has received, and all information from the public about the topic. Now the Commission will open the item up for public comment.

Chair Sethre wanted to state in order to respect everyone's time, if you have a point that has already been offered by a previous speaker, please consider not coming up to speak. We want to respect your time and everybody's else's time here. Please state your name and address when you come up to the podium. Please try to limit your time to three minutes per comment. If someone wishes to come up please do so.

Irene Jones, River Corridor Program Director with Friends of the Mississippi River, located at 101 East 5th Street in St. Paul. Friends of the Mississippi River, (FMR), is a Twin Cities based non-profit organization that works with local citizens and other stakeholders to protect and enhance the natural and cultural assets of the Mississippi River and its watershed in our region. We were founded in 1993 to bring community and citizen voice and perspective to the newly established Mississippi National River and Recreational Area. It's National Park that runs right through your City. The only National Park in America that is focused on protecting and celebrating the Mississippi River itself. We have been a promoter of preserving and restoring public open space within our Park for almost 25 years. They are opposed to the sale of River Heights. FMR has been in partnership with the City of Inver Grove Heights for over a decade. We appreciate the good work of the City and this Commission to expand and enhance public parkland along the Mississippi River. We have worked with the City and volunteers in regards to Heritage Village Park and the Swing Bridge in the past. We look forward to continuing this partnership going into the future. We only take an issue with this one decision before you. We respectfully request that you oppose the proposed sale of all or part of River Heights Park. They have no opposition to the Cities need for a new Fire Station or increased revenue, they strongly believe that selling the land for the publics needs is short

sighted and not in the best interest of our National Park or of the residents of Inver Grove Heights. Although this is a small park, it is one of many key park pieces that make our National Park great. Natural open space at this location is contributing to the health and beauty of the National Park for both people and wildlife. The park not only provides residents with a trail thorough a natural area, it also contributes to the Mississippi River Flyway, which is an internationally migratory corridor used by birds and other wildlife. The proximity of this park to Pine Bend Bluffs is also significant because of its high value. Pine Bend bluffs is the most high-quality area of the developed Twin Cities. The Mississippi National River and Recreation Area, also known as MNRA, was established in 1988 to work in partnership with local communities to protect the Natural resources within the Corridor. Since MNRA owns very little land within the corridor, they rely on local communities and regional park agencies to provide parks, trails, and other open space within the corridor to help realize the goals of the park and corridor. Inver Grove Heights has been a good steward of the river and our National Park, we strongly encourage you to recognize the significance of River Heights Park in that context and protect it from development. In doing that you would reinforce your policy from your Comprehensive Park Plan and Development Guide as well as honoring the concerns of local residents who deeply value this park and want to enjoy this special place well into the future.

Ms. Jones stated she also submitted a letter along with her contact information if you want to call or email with questions.

Director Carlson stated that a copy of that letter was emailed to the Commission this morning.

Karen and Al Meyman, 8915 River Heights Way.

Mr. Meyman stated he had an updated petition to handout to the Commission.

Ms. Meyman passed it out to the Commissioner's.

Director Carlson let the Commission know that they did receive a copy of the petition on July 25th. What you are receiving now is probably an updated petition with more signatures.

Mr. Meyman commented there are quite a few more signatures on there.

He stated the petition statement is as follows: River Heights Park is a dedicated green space when this area was developed and was part of the character of River Heights Way. We do not want any part of our neighborhood park to be sold. He would also like to read the cover letter. Included in the attached petition are 140 signatures representing 95 households that completely surround River Heights Park. This is the voice of our neighborhood. We implore you to listen to our unified voice to leave our park unchanged.

Tom Wilkins, 8959 Inver Grove Trail is asking to save the neighborhood park. To reject staff's recommendation and recommend City Council save the park in its entirety and remove it from the sell list. The sell list was approved by the City Council back in August of 2016. Councilmember Piekarski Krech told him that the sell list was created in an open manner with possibility of public input. Looking through the minutes of the Park and Recreation meetings, there are holes where we have minutes missing. In those minutes, he finds no mention of River Heights Park. Back in June of 2016 he found a comment from Chair Eiden that he had been approached by the City asking if this Commission would be willing to sell three parks. Those parks were not named. After that there was no further discussion, no motions made. Two months after that the City Council approves a working list of 125 potential properties in the City that could be sold. He made two trips to City Hall to try to get copies of the sell list. He did get a copy, there were only 10 – 12 properties on the list that had been approved for sale. One is Inver Grove Heights Park, River Heights Park, and Marcott Park. He is sure other residents have not been informed that those parks are on the sell list. He looked through the minutes and found a handout prepared by staff to benefit incoming Councilwoman Kara Perry, to get her up to speed on Parks and Recreation issues. In that handout, there was no mention that there were parks on the sell list. He continued to look and found no mention of River Heights Park at all. If you have discussed this, it was not at your regular meetings. It could have been in work sessions, with City Council, or City Staff. In the April 12th, 2017 minutes, he saw Commissioner Bauer commented on how informational and helpful the tour of the parks has been to see what is happening with the different parks. He would like to ask if you visited River Heights, Marcott, or Dehrer? He doesn't know how this

decision came about. He doesn't know if this Commission had any input, as he can't find it in the minutes. He came here tonight prepared to ask this group to separate the park sale issue from the Fire Station acquisition. He is glad they have done that. He would like to recommend to the City Council to keep River Heights Park as a whole and remove it from the sell list. The park is appreciated and used by the neighborhood and the fact that it lies alone in the Mississippi National River and Recreation Area should have been enough to keep it off the sell list.

Director Carlson wanted to comment on some of the things that Mr. Wilkins had spoken of. If you go to the November 2nd 2015 City Council Work Study Session that is when the topic of the three parks was discussed between the Commission and the City Council. He can provide a copy of the minutes if he would like them, he would be happy to pass those on.

Mark Hatfield, 8810 River Heights Way stated everyone who is close to the park loves it. It's an important part of the flyway. One of the things you can do to make the rest of the Community love the park the way they do would be to make a prairie restoration on the park as there is a clear absence of pollinator friendly plants around their area. That is what they need to migrate. He thinks everyone that is pro park would be in favor of a prairie restoration. It would be a big asset for the whole City to enjoy. You can do butterfly releases that the schools can participate in as well. It's a huge asset that you cannot replace if you eliminate it.

Steve Cook, 9250 Inver Grove Trail stated he and his wife moved to Inver Grove Heights about four years ago. The park system has really impressed them. He has enjoyed a lot of the developed parks. He discovered this undeveloped park. We know that parks are often thought of as areas of where there is a trail and picnic tables for people to use. But here, people can walk in if they want to, there are bluebird houses, and wildflowers. They have really enjoyed the site and enjoy the park that way. We have seen it as a jewel and was surprised it could be eliminated. When he thinks of three lots coming out of it, it doesn't seem like a great trade. He understands that development is important, and that others want to move here. He appreciates that staff looks at how we attract businesses and how we grow as residential, but also how we protect resources that are part of Inver Grove Heights, otherwise they may be gone someday. Now is our chance before all of that is gone, especially when this has been a designated area. He asked that if down the road do we want to be known as a City that is really protecting some of our natural beauty from development at the cost of development? We should be saving it for our own to appreciate as we go forward as well as for future generations.

Carol Nankivel, 8875 Inver Grove Trail, is a close neighbor to the park. She wanted to talk from the perspective of a long-term citizen of Inver Grove Heights. The City needs money, parks need money, we have unused properties, etc. We have a short-term need, let's address it through this park situation. We understand that dilemma, when the furnace goes out, we tap retirement, or for a car, go through kid's savings, we live through that dynamic all the time. She found a map of Inver Grove Heights from the early 1960's and she thought of how those people on the City Council knew what we are going to need. The highlights of Inver Grove in 1960's were that we had little Detroit, which was three car dealerships, a gas station, Farmers Union, a trailer park, and a nice home. That's what we had to show for Inver Grove Heights. The map doesn't extend to the south. The City Council said we will be different, it won't always be farms, fields, and trees, that we needed to come up with money for the parks. We don't have as many parks as other Communities. You are in the position of understanding the needs today, but 50 years ago, people were smart enough to set aside parks, and 50 years from now someone will thank you for keeping River Heights the way it is. We may need it. She hopes you will reject this notion to sell our existing parkland.

Harold Parsons, 8840 River Heights Way, stated the back of their lot abuts the park. He recommends that you reject the sale of the park. There is wide support for the park from the neighborhood, it's used by residents in the area a lot. People are walking the park with their dogs all the time. Most importantly, it's used by wildlife. There is a lot of that there. It's full of deer. When he moved there in 1984, you would rarely see a fox there. Now we have a lot of that there, and part of that is because they have habitat now. It's great to see this as a part of our

National Park Heritage and to keep that available for the City and the other residents around Minnesota. He's asking that you reject this.

Kerry Hofner, 8715 River Heights Way. He has lived there for 30 years. He built there, saw the map of lots and plats, and it said park. He's never really complained about paying taxes, for supporting other parks, the Golf Course, supporting when the City Council spent money on the Swing Bridge project, etc. Those projects are more visible for Inver Grove Heights. This is why he views this as our Community park. You want to split this up, take it away, put homes there, so it's a money issue. Where would the money go for this? Would it go 100% to the parks, or to the Fire Station? He did speak to the Fire Chief, it was a great conversation. There isn't a park sign, so someone driving by can't see there is a park there. He requests to say no, investigate other ways to create funding. When you know there is going to be new development, or you know you need a Fire Station, that should be a part of long range planning so that you know how you are going to come up with those dollars.

Mr. Wilkins, 8959 Inver Grove Trail, additionally commented that this meeting should have been held over a year ago, before the park was placed on the sell list. You should have sought out neighborhood input at that time.

Mike McDonald, 8304 Delaney Circle, commented his folks have a home at 8875 River Heights Way. He used to live up by Skyview Park, when he drives by that, unless there were ballgames and things going on, it was a vast wasteland. Every time he goes to his parent's home, he sees someone walking through. There is a car parked nearby, there is a lot more people that use the park the way that it is then people realize. It is a nice park for that. You can enjoy the peace and wildlife that is around.

Chair Sethre stated this isn't an issue about maintenance or dollars spent maintaining it.

Mr. Hofner, 8715 River Heights Way, mentioned that you say it isn't about maintenance, but the park department doesn't have as much money as it would like to have to update parks. To him this is about money. If there was enough money, why would you want to sell it.

Chair Sethre responded that they spend a lot of manpower and resources out there. It's not that we are trying to eliminate a significant item from our budget, it is more a reprioritization of City property.

Mr. Hofner felt that you would technically like the money that the sale of these lots would generate to do other things with.

Commissioner Tix stated they don't know where the money would be going. They can make a recommendation based on what would happen and on what we decide to do. But they don't know where that money would go.

Mr. Hofner responded that under that indication, then you should all vote no. You would be selling something that the neighbors all want, and money isn't the issue. Then it should be the City Council that decides on some method for creating funds.

Commissioner Farley commented he didn't think money is the issue. Public safety is the issue. We have a conflict in that a Fire Station protects lives, property value, etc., and a park. Both are worthy things. In this frame of reference when we speak about the Fire Station needing land and how it's positioned, etc., we have not been a part of that conversation. These are the specs that that department has come up with what they need. They found that elsewhere. That person has found something else in exchange for that land and this is the option. There are two issues here. The sale of the park, and the installation of the Fire Department. It's not about the money, that is a byproduct, that's not the main motivation.

Mr. Hofner commented that your Commission is about the parks. The Fire Station is a separate issue, but someone wants that property. Should their community park be the people who finance the land for the Fire Station? That is the City of Inver Grove's issue, not our communities issue.

Mr. Meyman, 8915 River Heights Way, stated the Fire Station keeps coming back into this. It is part of this even though it has been said it's not. The process to get us to this point was done in the wrong order and inappropriate. The City put our park on the list to be sold without consulting the neighborhood that would be directly affected by that sale. The City floated the idea of using one of the lots in the park as an incentive of another lot in the City that is wanted by the Fire Station. The neighborhood still wasn't aware of this. The seller of the lot for the Fire Station said he wanted that park land on Inver Grove Trail. Another thing people should know is that the lot wanted for the Fire Station has a brother on the Parks Commission, Mr. Krech, and also a relative on the City Council. The City comes to our Community for input on this. This should have done if they were considering selling parkland. The City should contact all people that are affected by their decision to sell their park. If the neighborhood doesn't want that park anymore, the property should be rezoned. The land can be sold because it is zoned to be sold. The Fire Station should not even be in the conversation if the correct process had been followed. By following the bad process, the Community input has been obtained last instead of first as it should be. Under the table deals done without public knowledge are just plain wrong.

Chair Sethre stated has heard comments about under the tables deals. He is not privy to all discussions, some of these things take a while to ruminate. A letter was sent out to everyone last month offering a public meeting and then this meeting. He doesn't quite follow the under the table activity or the suggestion. Sometimes these things get proposed, they go through due process and then they show up in the light of day. He doesn't appreciate accusations to this group that is was done under the table in any fashion.

Mr. Parsons stated this was a decision about whether this was a worthy park to keep, whether it is being utilized enough to have it continue to be a park, or do we sell it to have three homes and do away with the park. The idea that the park is being traded, or sold to another department for them to build a Fire Station. This feels more like why are we even here, is anything we say going to make a difference? The Fire Chief is stating they want the land that is being proposed, they want part of this park, it seems like a deal. It doesn't feel like an under the table deal so much that we have been left out if it. We felt like our input would make some difference, maybe minds might be still open to thinking of this park as a valuable piece of the park system to have in Inver Grove. He doesn't feel that is the case anymore as this feels like a done deal. He hopes you will reconsider that. There has to be another way that a Fire Station could have other possibilities. We can't go back and make this park again. We can't make these kinds of parks going forward.

Director Carlson stated in his opening remarks that he reminded the Commission and the audience that this isn't about the Fire Station. As he stated earlier, the Parks Commission and the City Council put parks on a list and said let's decide whether this adds value to the Community or not. The City Council said, let's explore that, so we invited the neighborhood in to get your reaction to that concept. This is your chance to say we value our park. If it gets to the City Council, you can show up to that meeting and say similar things. Someone may be thinking about purchasing those lots, but this has nothing to do with a Fire Station. This has to do with the fact of trying to find out if this park has value to the Community, is it valuable to the neighborhood, does this Commission think it's valuable, does the City Council think it's valuable, and if they do they will keep it, if they don't they won't. This has nothing to do with the Fire Station. It just so happens that someone who may buy a lot if the City doesn't value it as a park, is a part of the transaction of the City trying to create or build a Fire Station. They are not connected. It has everything to do with knowing if the park is valuable to the City or not. It's for the City Council to decide on that fact. You are giving your input to the Commission who will then give a recommendation to the City Council. It really has nothing to do with the Fire Department. The Fire Station issue forced us to have this conversation.

Mr. Wilkins appreciated Director Carlson's comments and appreciated the fact that at the beginning of the meeting it was separate issues. Since Commissioner Farley has brought it up, nobody here is against the construction of a new Fire Station or a need for one. He came here this evening hoping that we could separate the two issues. In a conversation with Mayor Tourville a few weeks back he stated the City had the funds outright to purchase the desired Fire Station site. He said that they would sell bonds for the construction and equipping for the station. The sale of this park was not a done deal. He spoke to Councilman Hark, he assured him that the sell

list was created months before the owners of the proposed Fire Station site were ever contacted. He also told him that it was not a done deal.

Chair Sethre stated this is not a done deal. He is hoping nobody has the impression that is a done deal. It is a part of due process.

Commissioner Freer stated they have talked about parks, more than these three, over the last three or four years in regards to the value of the Community. Are they being used? One was this park, and that was years ago. This isn't new. We have spoken about a lot of different parks, a lot that we wouldn't sell. The Fire Station thing forced the issue today. These types of conversations will go on into the future, it doesn't mean we are going to sell them, we need to have conversations about the parks, what to do with them, what not, what amenities are being used, what are not. This wasn't developed for the Fire Station. He will say the comments have been very good this evening. We form an opinion before you show up, the comments that have been made here are very persuasive. Don't get frustrated with the process. You've been positive, have shown good reasons why the park is there, the usage, etc. He himself has been over there before, has taken his dog, and while he hasn't seen anyone there while he has visited, he knows the value of that park. The positives of what you are telling is going over well in his mind.

Vice Chair Bauer stated that all she knew about this before the last few weeks is what was on paper. She needed to see for herself the park and the neighborhood. She visited this week. She felt her visit was worthwhile and informative. She's lived in Inver Grove Heights for 27 years and has never visited this park. Mr. Wilkins, this was not on their tour, and she's been on several tours over her last three years on this Commission. She found this park to be a hidden gem. There is a lot there for residents who do not know it is there. Inver Grove Heights values it's unique neighborhoods, we have charm, character, and that's why people choose to live here. Our parks of the future may look a lot like this open park area. Unpaved, natural trails, no equipment, minimal maintenance, greenspace, areas for kids to run, dogs to explore, and family and friends to be together. She is listening, you are articulate in your arguments and she appreciates what you have to say. She thanks you for your petitions and the time it took to put it together. Your time was not wasted. You found out where you are at with those in your Community. She doesn't think the City should come up with a solution in a vacuum. Let's go back and review what is on the table. She is in favor of a solution that listens to everyone's needs. This doesn't look like that. If there is a motion to approve the disposal, she will vote no. Once it's gone it's gone. It's a valuable park and your comments and presence here, as well as her own visit there, have proven that to her.

Chair Sethre asked if anyone wanted to approve a motion to close the public comment period.

Motion made by Commissioner Farley, seconded by Commissioner Tix.

Motion carried.

Commissioner Freer stated that Carol made a nice comment, as she always does when she attends these meetings. She's a long-time resident that always brings up some nice issues. He is surprised at the amount of people that say they use the park. He thinks it's a pleasure that this many people came out. Thank you to everyone for showing up and speaking.

Commissioner Eiden stated he has been on this Commission for several years. If you want to be angry with someone he brought up the issue of selling this property among others several years ago. He looks at Inver Grove Heights as a total Community. We are now at 35,000 and growing to 50,000 people. There are things we have to do with parks. We have financial challenges with the parks and there are some that are not in the best interest of the City and this happens to be one of them simply because of you residents in the neighborhood. He also recalls three times at least when we tried to do something with that park and there was adamant objections to the point of lawsuits. With the area, you have there and the lot sizes, you don't want any development, just want open space, and that's wonderful. He is skeptical of the fly zone, he has wild animals in the back of his home too. He has to

look at this in terms of the challenges of the City and the City in its entirety. This neighborhood could do very well without that vacant piece of that property whereas the City could make better use of that property, as well as the other two properties. He also needs to remind those that when the process the City uses to do things, they make plans first, as we do, and it's always open to public meetings for the people that will be affected by the decision. We have had to make decisions for other neighborhoods for the good of this City. He thinks this neighborhood is wonderful, he has been there. He is not against you having something in your neighborhood, but in perspective, this City has changed, it was far different than it was 50 years ago. We have an obligation to look for the general good of the City and what is happening and how detrimental is anything that ceases to exist in its present home. He appreciates and sympathizes with you for your adamant desire to maintain the property. In this particular case, he thinks it would be good to make some change.

Commissioner Freer stated the item is to sell all three lots at one time. We should discuss whether or not selling one lot or all three makes more sense.

Commissioner Tix wanted to note that we are not the City Council. We have different goals than the City Council. If she was on the City Council she may have a different decision. They have to look at all the different departments when thinking of these items. We are just talking about parks and the usage of the parks. You are showing us the usage of the parks by being here tonight.

Commissioner Gerhardt stated she actually lives near this park and didn't even know it existed. She is the newest member to the Advisory Commission, so she has made an effort to get to know the various parks around the City that she has never been to. There is no sign here, she didn't even know it existed. She visited a few times over the last few weeks. You may be seeing her there more often. She thinks it's a great park for this neighborhood and for the lot size in the area they live in. She understands the need for this in the Community. She understands people came here thinking we already made our decision. She has been out there a few times and has not seen anyone there. Seeing you all come out here and give testimony and speaking, having a petition, saying this park is important to you, she appreciates them taking the time to come out here and making the effort to come here this evening.

Commissioner Boehmer stated it's great that everyone that wants the park. Once it's gone it's gone. He can't see selling the whole park. He has been there too, he has seen Turkey and Deer. It's amazing how many people you have that signed this and support this.

Commissioner Freer stated it was the betterment of the communities is where these resources would go. We are struggling to maintain the parks we have. If some of this funding could go to the 402 Fund to help maintain these parks, it would be very helpful. We don't have the money we need to maintain what we have and right now we are looking at what we can eliminate in our parks. We can't fix them all or buy new stuff for everything because the budget isn't there. The equipment in some areas is getting old enough, maybe we don't need it in the park anymore, maybe we don't need that many tennis courts. The part of selling this for the betterment of the Community, it would come to the parks, or maybe even the Fire Station if it needed it. The balancing of this is very tough. It's true, once it's gone its gone. 50 years from now he would like his Grandchildren to enjoy open space too. It's a hard decision.

Chair Sethre commented that we are all citizens and tax payers in Inver Grove Heights. Difficult proposals are brought forward. Nobody says it's easy or fun, but sometimes we have to deal with certain things that are less than desirable. Hard decisions and issues pop up. We really appreciate you being here and being very civil. We do appreciate the input.

Motion by Commissioner Eiden to accept the issue as presented. Seconded by Commissioner Freer.

Chair Sethre stated we have a request here for action in disposing of River Heights Park.

Aye: 2 (Sethre, Eiden)
Nay: 5 Motion fails.

Motion by Commissioner Farley to ask the City Council that they may consider selling one of the lots and that they maintain the other two lots. No second.

Motion fails.

Commissioner Eiden stated if we are in this position, then there is no recommendation going to the City Council.

Commissioner Tix asked if we can put out a recommendation that we do not sell the property?

Chair Sethre felt that is pretty much what we decided.

Motion by Vice Chair Bauer that we remove this park from a list under consideration to be sold, and that we affirm the value of this park, of the open space, for not only the people in that area, but the entire City and the wildlife. Seconded by Commissioner Boehmer.

Aye: 4 (Bauer, Tix, Gerhardt, Boehmer)
Nay: 2 (Eiden, Sethre)
Abstain: 2 (Freer, Farley) Motion carried.

Chair Sethre wanted to let those know that every spring the City Council is looking to fill various Commission positions. Planning, Environmental, Parks, etc. If you get an Insights flyer in the mail, please look at that and see the various positions. It's a very enlightening experience. It's all a part of civic duty. Please keep that in mind.

Director Carlson stated this item is still an item that the Planning Commission will take up on September 5th. The recommendation from here is to stay as is. They will weigh in on the technical aspects of it. If you are still interested in this, please attend that meeting as well.

Commissioner Eiden stated the motion was to take that property off the list for sale. It's not to leave it as is. It's to take it off the list.

Director Carlson responded in essence you are leaving it as it is.

Commissioner Eiden stated we have taken an extra step to take it off the list of properties that are listed for possible sale.

Director Carlson wanted to verify that the park will stay as is and it's not on the list for sale anymore.

Commissioner Eiden stated in his mind that was two different things. Keeping it as it is means we don't sell that property. Her motion is that we take it off of the list of properties for sale. In perpetuity that is not viable for the City Council in our recommendation to consider for sale.

9. ADMINISTRATIVE PRESENTATIONS:

A. Department Happenings

Director Carlson will stand by and answer any questions in regards to what is in the report.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COMMISSION ACTION

Consider Disposing of River Heights Park

Meeting Date: August 9, 2017
 Item Type: Regular Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Eric Carlson – Parks & Recreation

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve the disposal of real property, commonly referred to as River Heights Park, located at 8780 Inver Grove Trail. The parcel is 326,700 S.F. or 7.5 acres. The Commission is asked to recommend to the City Council that the land be divided into three 2.5-acre lots and used for single family residential development.

With the exception of the newly created lot closest to Inver Grove Trail, which would be used to help facilitate a land transaction for a third fire station, it is recommended that all proceeds from the sale of the remaining two lots be deposited into the Park Acquisition and Development Fund (Fund 402) and that the remaining two properties be subject to Park Dedication per the City Ordinance.

SUMMARY

In 2009, the City of Inver Grove Heights disposed of park land owned by the City commonly referred to as Cameron Park located at 6501 Concord Blvd. The parcel was 56,430 S. F. or 1.3 acres in size. The purpose of disposing of the site was to provide a location for a business to relocate to because of the reconstruction of Concord Blvd.

The City of Inver Grove Heights currently has 28 parks which have 608 acres of park land not including Inver Wood Golf Course. The City strives to provide quality park and recreation services to the residents of Inver Grove Heights in the most cost effective way possible.

The southern portion of the City is guided for large lot development with minimum lot sizes of 2.5 acres and is currently not in the Metropolitan Urban Services Area (MUSA). The City does have six parks in the southern portion of the City as follows:

Park	Address	Acres	Classification	Development
Broadmoor	11306 Strafford Lane	7	Neighborhood Park	Yes
Marcott Woods	2830 90 th St E	14	Conservancy Land	No
Marianna Ranch	9125 Alvarez Ave	64	Conservancy Land	No
Rich Valley	1841 105 th St E	71	Community Athletic Complex	Yes
River Heights	8780 Inver Grove Trail	7.5	Conservancy Land	No
Southern Lakes	10810 Alison Way	4	Neighborhood Park	Yes

In the fall of 2015, the Commission worked on a plan to “Right Size” the city’s park system by serving the urban, northwest, and rural areas differently based on their density and development patterns. The Parks and Recreation Commission is interested in allocating resources effectively and wanted to provide good quality vs. quantity of park amenities.

Based on the fact that some of the current park land in the rural area was undeveloped and under used, the Commission suggested to the City Council that three park properties might be best repurposed and sold for residential development including:

- Marcott Woods Park – 2830 90th St E
- Dehrer Park – 4085 Dehrer Way
- River Heights Park – 8780 Inver Grove Trail

The City Council was interested in the concept and directed staff to verify each park property's ability to be sold. After researching the property, the City Attorney indicated that there are no restrictions on selling these park properties. Ultimately, the City went through a process to vet all of the properties it owns to determine their highest and best use. After reviewing a list of properties that exceeded more than 100 parcels, the list was narrowed down to a dozen or so properties.

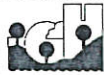
In 2012, the City commissioned a study of our Fire Service and determined that adding a third fire station was important to continue providing reliable, efficient, and effective fire protections. The City is currently negotiating with a private property owner to purchase their property and they would like to continue living within the City. As a part of the negotiations, the City is agreeable to selling a 2.5-acre parcel of River Heights Park which lies closest to Inver Grove Trail pending City Council approval. The purpose of the sale would be for the private property owner to build a single family home.

Before the City can dispose of this park property, it is important to reach out to the neighborhood to allow them to provide input into the process and, in that regard, over 200 notices were mailed out to property owners in the area to outline the public meetings they could attend to voice their support/disapproval. On Tuesday, July 25th, we hosted an informational meeting to provide property owners with information on the potential repurposing of River Heights Park. There were 12 property owners in attendance and they submitted a petition (attached) which supports keeping River Heights Park "as is". A summary of the meeting is as follows:

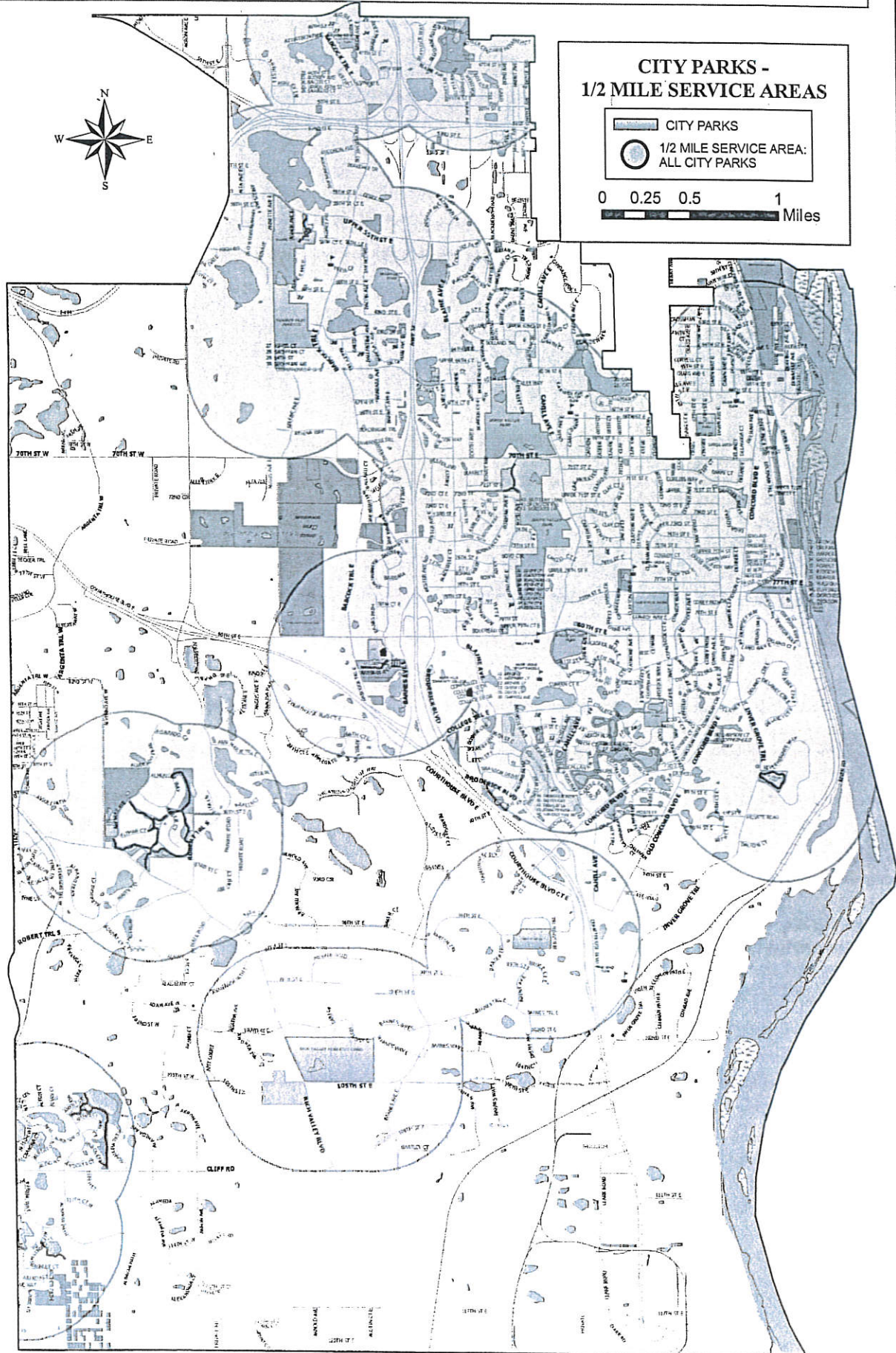
- They like the park "as is" and don't want any improvements, they appreciate the "open space"
- They don't believe that the park costs the City much to operate and can't see why the City would consider selling it
- They would hate to see any of the park sold for residential development as they believe they should have access to their neighborhood park
- They believe the City must have other options regarding land acquisition for the Fire Station

The Parks and Recreation Commission should allow those in attendance to address the Commission. After taking testimony, the Commission should discuss the pros and cons of selling or keeping River Heights Park and make the appropriate recommendation to the City Council. The next step in the process, after the Parks and Recreation Commission meeting, is for the Planning Commission to review the item and this is scheduled for Tuesday, September 5th, at 7:00 pm.

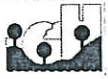
PARK SERVICE AREA MAPS



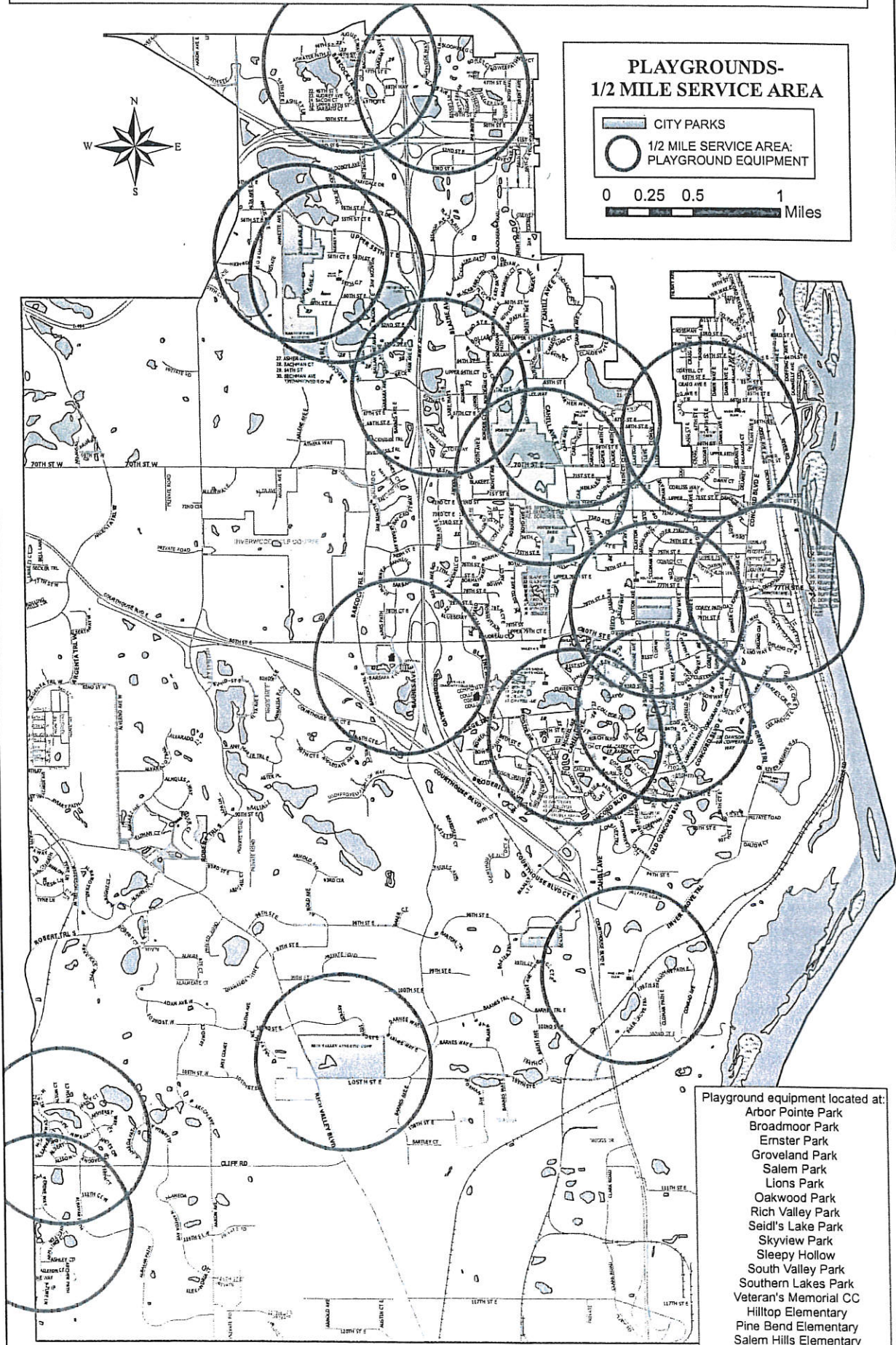
CITY OF INVER GROVE HEIGHTS



THIS DRAWING IS A GENERAL REPRESENTATION OF THE CITY OF INVER GROVE HEIGHTS AND IS NOT INTENDED TO BE USED AS A SURVEY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES OR OMISSIONS. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES OR OMISSIONS.

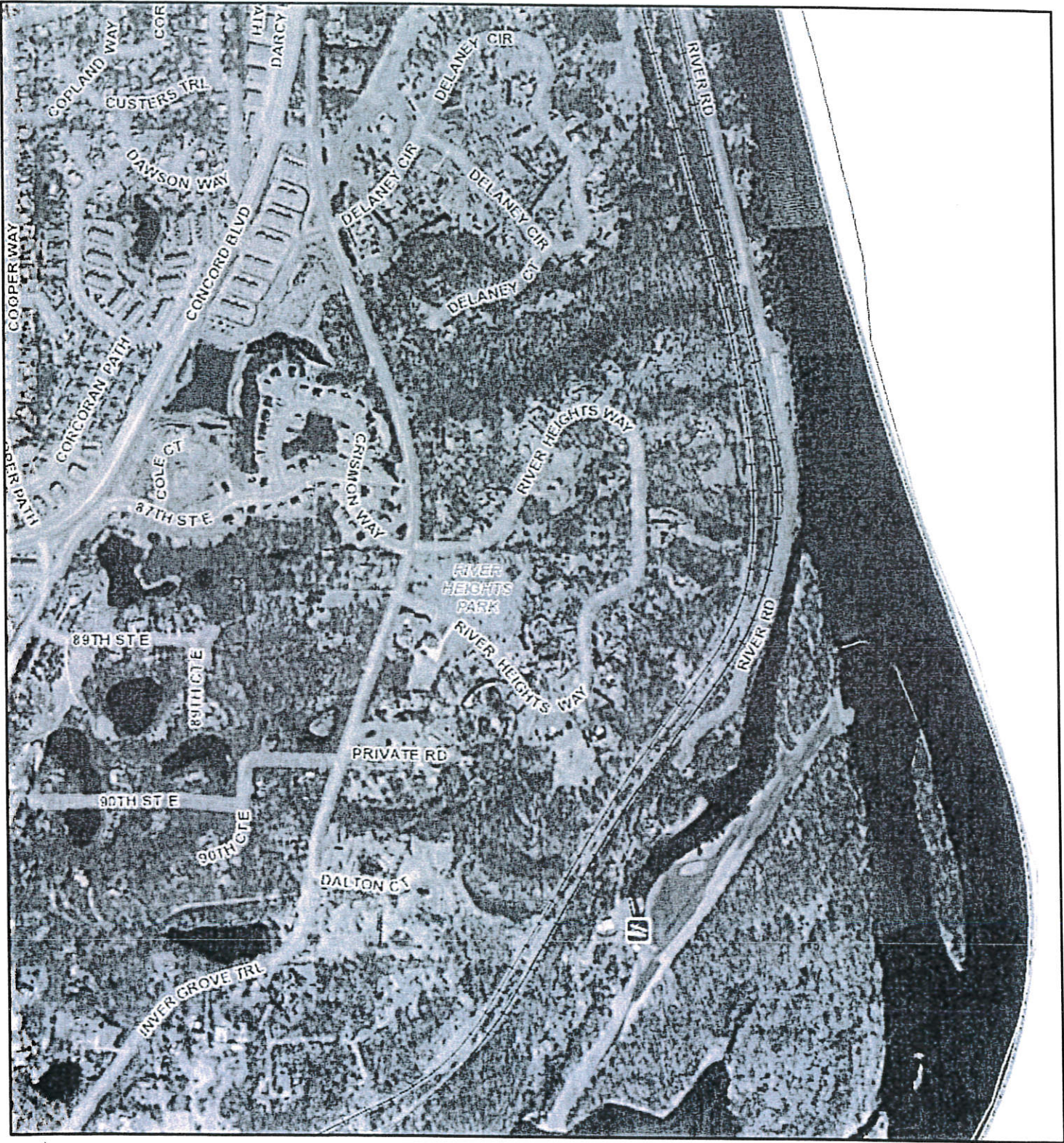


CITY OF INVER GROVE HEIGHTS

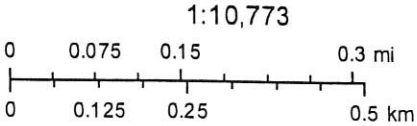


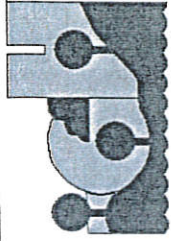
GENERAL PARK INFORMATION

River Heights Park



July 11, 2017





Inver Grove Heights

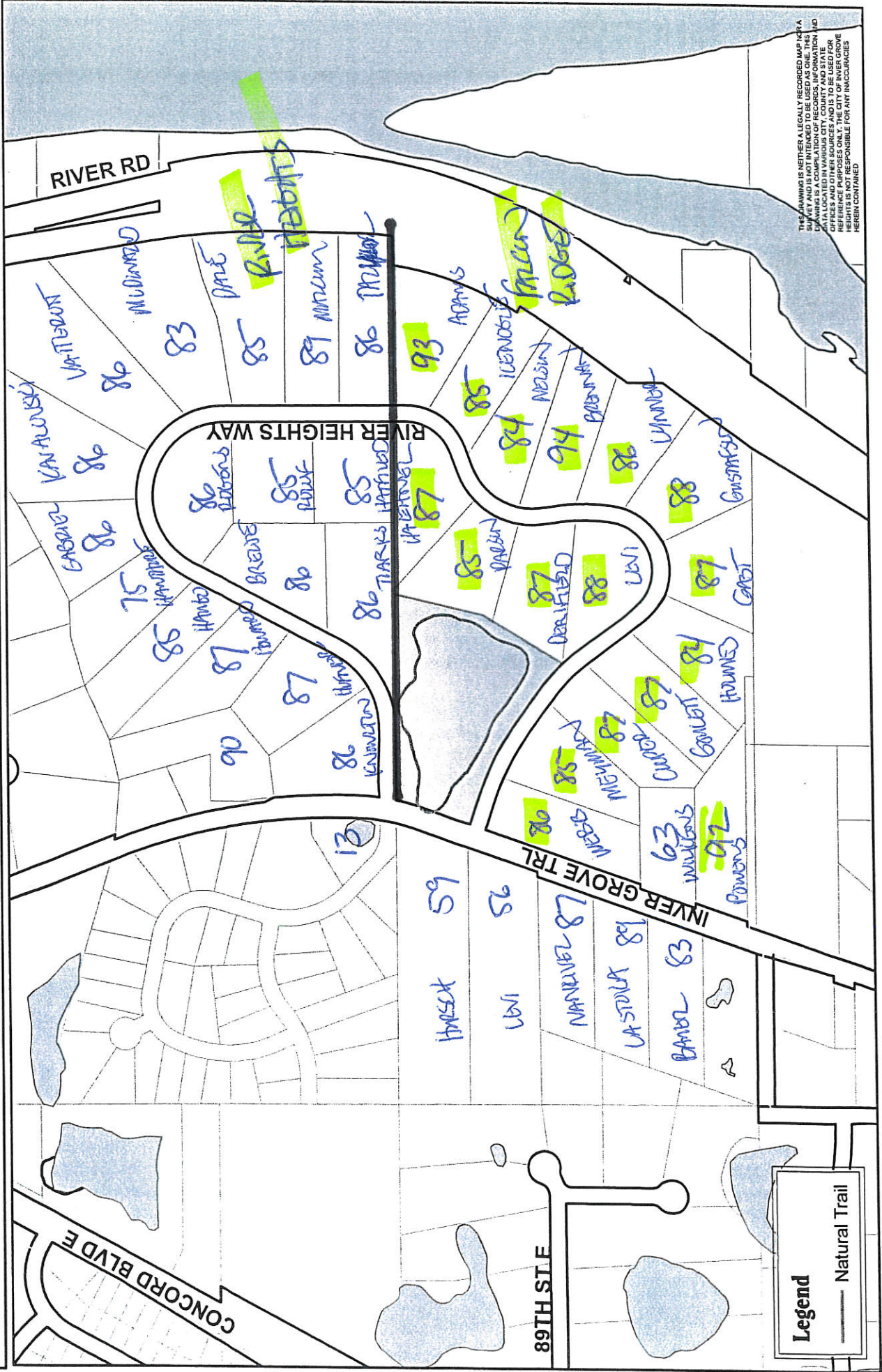
RIVER HEIGHTS PARK

November 2007
Map produced by the City of Inver Grove Heights



0 200 400 600 800 Feet

PARKS & RECREATION



Property Card	Parcel ID Number 20-25700-01-010
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Owner Information Fee Owner CITY OF INVER GROVE HTS Mailing Address 8150 BARBARA AVE INVER GROVE HEIGHTS MN 55077-3412	
Property Address Address Municipality INVER GROVE HEIGHTS	

Parcel Information	
Last Qualified Sale	Total Acres 2.50
Sale Value \$0.00	R/W Acres
Uses EXEMPT	Water Acres
	Plat FALCON RIDGE
	Lot and Block 1 1
	Tax Description

2017 Building Characteristics (payable 2018)*		
Building Type	Year Built 0	Bedrooms
Building Style	Foundation Sq Ft	Bathrooms
Frame	Above Grade Sq Ft	Garage Sq Ft
Multiple Buildings	Finished Sq Ft	Other Garage

Miscellaneous Information					
School District	Watershed District	Homestead	Green Acres	Ag Preserve	Open Space
199	LOWER MISSISSIPPI RIVER	NON HOMESTEAD			

Assessor Valuation		
	Taxable	Estimated
2017 Land Values (payable 2018)	\$0.00	\$157,000.00
2017 Building Values (payable 2018)*	\$0.00	\$0.00
2017 Total Values (payable 2018)*	\$0.00	\$157,000.00
2016 Total Values (payable 2017)*	\$0.00	\$149,500.00

Property Tax Information		
Net Tax (payable 2017)	Special Assessments (2017)	Total Tax & Assessments (2017)
\$0.00	\$0.00	\$0.00

* Manufactured Homes Payable the Same Year as Assessment.

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

1042270

1042270

No delinquent taxes and transfer entered; Certificate
of Real Estate Value () filed (/) not required
Certificate of Real Estate Value No. 1042270 19 86

James N. Doian
County Auditor
by S. S. S. S. S. Deputy

STATE DEED TAX DUE HEREON: \$ -0-

Date: April 15, 19 86

CERTIFIED THAT THE WITHIN
INSTRUMENT WAS FILED FOR
RECORD IN THIS OFFICE
ON AND AT

MAY 11 12 30 PM '92

1042270

DOC. NO.
JAMES N. DOIAN, COUNTY RECORDER

DEPUTY S. S. S. S. S. FEE 15.00

CASH ☐ CHECK ☐ CHARGE ☒
CHARGE WHOM James N. Doian
REFUND

DO NOT REMOVE

FOR VALUABLE CONSIDERATION, Derrick Land Company
a corporation under the laws of
Minnesota, Grantor, hereby conveys and quitclaims to City of Inver Grove
Heights, a municipal corporation Grantee (X).
real property in Dakota County, Minnesota, described as follows:

Lots One (1), Two (2), and Three (3), in Block One (1), of
Falcon Ridge, according to the plat thereof on file and of
record in the office of the Dakota County Recorder.

James N. Doian
DAKOTA COUNTY TREASURER

Exempt from State Deed Tax

(if more space is needed, continue on back)

together with all hereditaments and appurtenances belonging thereto.

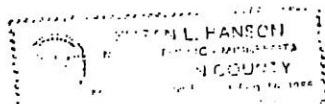
Exempt from Dakota County Tax
James N. Doian
Dakota County Treasurer

Derrick Land Company
By [Signature]
Its President
By _____
Its _____

STATE OF MINNESOTA } ss.
COUNTY OF Dakota

The foregoing was acknowledged before me this 15 day of April, 1986,
by Roger D. Derrick
the President
of Derrick Land Company, a corporation
under the laws of Minnesota, on behalf of the corporation

NOTARIAL STAMP OR SEAL (WH OTHER TITLE OR RANK)



Susan L. Hanson
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

See Statements for the real property described in this instrument should
be sent to (Include name and address of Grantee):

City of Inver Grove Heights
c/o Finance Director
8150 Barbara Avenue
Inver Grove Heights, MN 55075

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

John J. Todd
1535 Livingston Avenue
West St. Paul, MN 55118
Attorney Reg. No. 11022X

Return This Instrument to:
Timothy J. Kuntz
Attorney at Law
P.O. Box 198
South St. Paul, MN 55075

Property Card	Parcel ID Number 20-25700-01-020
----------------------	----------------------------------

Owner Information Fee Owner CITY OF INVER GROVE HTS Mailing Address 8150 BARBARA AVE INVER GROVE HEIGHTS MN 55077-3412	
Property Address Address Municipality INVER GROVE HEIGHTS	

Parcel Information	
Last Qualified Sale	Total Acres 2.51
Sale Value \$0.00	R/W Acres
Uses EXEMPT	Water Acres
	Plat FALCON RIDGE
	Lot and Block 2 1
	Tax Description

2017 Building Characteristics (payable 2018)*		
Building Type	Year Built 0	Bedrooms
Building Style	Foundation Sq Ft	Bathrooms
Frame	Above Grade Sq Ft	Garage Sq Ft
Multiple Buildings	Finished Sq Ft	Other Garage

Miscellaneous Information					
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Assessor Valuation		
	Taxable	Estimated
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* Manufactured Homes Payable the Same Year as Assessment.

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Certificate of Real Estate Value No. _____
_____ 19 ____

_____ County Auditor
by _____ Deputy

STATE DEED TAX DUE HEREON: \$ -0-

Date: April 15, 1986

CERTIFIED THAT THE WITHIN
INSTRUMENT WAS FILED FOR
RECORD IN THIS OFFICE
ON AND AT

MAY 8 12 30 PM '92

1042270

DOC. NO _____
JAMES N. DOI AN, COUNTY RECORDER
DEPUTY _____ FEE \$15.00

CASH ☐ CHECK ☐ CHARGE ☒
CHARGE WHOM _____
REFUND _____

DO NOT REMOVE

FOR VALUABLE CONSIDERATION, Derrick Land Company
a corporation under the laws of
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Thomas V. Novak
DAKOTA COUNTY TREASURER

Exempt from State Deed Tax

(if more space is needed, continue on back)

together with all hereditament and appurtenances belonging thereto.

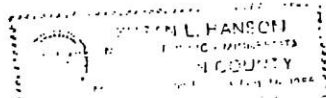
Exempt from Dakota County Tax
Thomas V. Novak
Dakota County Treasurer

Derrick Land Company
By [Signature]
Its President
By _____
Its _____

STATE OF MINNESOTA } ss.
COUNTY OF Hennepin

The foregoing was acknowledged before me this 15 day of April, 1986,
by Roger D. Derrick
the President
of Derrick Land Company, a corporation
under the laws of Minnesota, on behalf of the corporation

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)



Susan L. Hanson
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

For Statements for the real property described in this instrument should
be sent to (include name and address of Grantee):

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

John J. Todd
1535 Livingston Avenue
West St. Paul, MN 55118
Attorney Reg. No. 11022X

City of Inver Grove Heights
c/o Finance Director
8150 Barbara Avenue
Inver Grove Heights, MN 55075

Return This Instrument to:
Timothy J. Kuntz
Attorney at Law
P.O. Box 298
South St. Paul, MN 55075

Property Card	Parcel ID Number 20-25700-01-030
----------------------	----------------------------------

Owner Information		
Fee Owner CITY OF INVER GROVE HTS		
Mailing Address 8150 BARBARA AVE INVER GROVE HEIGHTS MN 55077-3412		
Property Address		
Address		
Municipality INVER GROVE HEIGHTS		

Parcel Information		
Last Qualified Sale	Total Acres	2.50
Sale Value \$0.00	R/W Acres	
Uses EXEMPT	Water Acres	
	Plat	FALCON RIDGE
	Lot and Block	3 1
	Tax Description	

2017 Building Characteristics (payable 2018)*		
Building Type	Year Built 0	Bedrooms
Building Style	Foundation Sq Ft	Bathrooms
Frame	Above Grade Sq Ft	Garage Sq Ft
Multiple Buildings	Finished Sq Ft	Other Garage

Miscellaneous Information					
School District	Watershed District	Homestead	Green Acres	Ag Preserve	Open Space
199	LOWER MISSISSIPPI RIVER	NON HOMESTEAD			

Assessor Valuation		
	Taxable	Estimated
2017 Land Values (payable 2018)	\$0.00	\$157,000.00
2017 Building Values (payable 2018)*	\$0.00	\$0.00
2017 Total Values (payable 2018)*	\$0.00	\$157,000.00
2016 Total Values (payable 2017)*	\$0.00	\$149,500.00

Property Tax Information		
Net Tax (payable 2017)	Special Assessments (2017)	Total Tax & Assessments (2017)
\$0.00	\$0.00	\$0.00

* Manufactured Homes Payable the Same Year as Assessment.

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

1042270

CERTIFIED THAT THE WITHIN
INSTRUMENT WAS FILED FOR
RECORD IN THIS OFFICE
ON AND AT

MAY 12 30 PM '92

1042270

DOC. NO.
JAMES N. DOI AN, COUNTY RECORDER

DEPUTY Don FEE 15.00

CASH ☐ CHECK ☐ CHARGE ☒
CHARGE WHOM Inver Grove Heights
REFUND

DO NOT REMOVE

1042270

No delinquent taxes and transfer entered; Certificate
of Real Estate Value () filed (/) not required
Certificate of Real Estate Value No. 1042270

Thomas M. Todd
County Auditor
by S. S. L. Todd
Deputy

STATE DEED TAX DUE HEREON: \$ -0-

Date: April 15, 19 86

FOR VALUABLE CONSIDERATION, Derrick Land Company

Minnesota, a corporation under the laws of
Heights, a municipal corporation Grantor, hereby conveys and quitclaims to City of Inver Grove
Dakota County, Minnesota, described as follows:

Lots One (1), Two (2), and Three (3), in Block One (1), of
Falcon Ridge, according to the plat thereof on file and of
record in the office of the Dakota County Recorder.

Thomas M. Todd
DAKOTA COUNTY TREASURER

Exempt from State Deed Tax

(if more space is needed, continue on back)

together with all hereditament and appurtenances belonging thereto.

Exempt from Dakota County Deed Tax

Thomas M. Todd
Dakota County Treasurer

Derrick Land Company
By [Signature]
Its President
By _____
Its _____

STATE OF MINNESOTA

COUNTY OF Hennepin ss.

The foregoing was acknowledged before me this 15 day of April, 1986,
by Roger D. Lerrick,
the President,
of Derrick Land Company, a corporation
under the laws of Minnesota, on behalf of the corporation

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)



Susan L. Hanson
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

Tax Statements for the real property described in this instrument should
be sent to (Include name and address of Grantee):

City of Inver Grove Heights
c/o Finance Director
8150 Barbara Avenue
Inver Grove Heights, MN 55075

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

John J. Todd
1535 Livingston Avenue
West St. Paul, MN 55118
Attorney Reg. No. 11022X

Return This Instrument to:
Timothy J. Kuntz
Attorney at Law
P.O. Box 298
South St. Paul, MN 55075

NEIGHBORHOOD MEETING INFORMATION



City of Inver Grove Heights
Parks and Recreation Department
"Discover the Opportunities"

8055 Barbara Avenue • Inver Grove Heights, MN 55077 • Phone: 651-450-2585 • Fax: 651-450-2490 • www.invergroveheights.org

July 17, 2017

Dear Resident

Subject: River Heights Park

In August of 2016 the City Council adopted a list of City owned property that could potentially be sold to encourage development and increase the tax base. For the last several years, the Park and Recreation Commission and the City Council have been challenged to find adequate resources to maintain our existing park system. As part of reviewing the future needs of the parks system, the Park and Recreation Commission has determined that repurposing all or portions of River Heights Park, Marcott Woods Park, and/or Derher Park may potentially be viable options for the City to consider.

The City is in the process of improving fire service to residents and has determined that adding a third fire station to serve the community is necessary. The City is working to secure land for the new fire station and is considering selling a portion of River Heights Park as a part of the acquisition process.

The City of Inver Grove Heights will be hosting a public information meeting on Tuesday, July 25, 2017, at 7:00 pm in the City Council Chambers at 8150 Barbara Ave., to discuss the potential repurposing of River Heights Park.

Residents in the area are invited to attend a series of meetings to give input as there will be several opportunities to share your feedback. The tentative schedule is as follows:

Date	Purpose	Time	Location
Tuesday, July 25, 2017	Public Information Meeting	7:00pm	City Hall - 8150 Barbara Ave.
Wednesday, August 9, 2017	Park and Recreation Commission Meeting	7:00pm	City Hall - 8150 Barbara Ave.
Tuesday, September 5, 2017	Planning Commission Meeting	7:00pm	City Hall - 8150 Barbara Ave.
TBD	City Council Meeting	7:00pm	City Hall - 8150 Barbara Ave.

Should you be unable to attend a meeting, please feel free to email, call or send me a letter prior to the meeting with your comments regarding the park. My email is ecarlson@invergroveheights.org and my phone number is 651.450.2587.

Sincerely,

Eric Carlson
Parks & Recreation Director
City of Inver Grove Heights

CC Mayor and City Council
Park & Recreation Commission

[illegible]

[illegible]

NEIGHBORHOOD PETITION

Please cross my
name off the petition

Bill was impressed
that you answered
the phone the other
day + it didn't go to
voicemail

Mary Adams

River Heights Park – PAC

**Parks and Recreation Commission
City of Inver Grove Heights**

August 9, 2017

Dear Commissioners:

Included in the attached petition are 140 signatures, representing 94 households that completely surround our River Heights Park. This is the voice of our neighborhood and is speaking in no uncertain terms. We implore you to listen to our unified voice to leave our park unchanged.

Sincerely,

River Heights Park - PAC

SIGNED
PETITION

• =



River Heights Park – PAC

Eric Carlson
Parks & Recreation Director
City of Inver Grove Heights

July 25, 2017

Dear Eric Carlson:

Represented in the attached petition are over 50 households that literally surrounds our River Heights Park. This is the voice of our neighborhood and is speaking in no uncertain terms. We implore you to listen to our unified voice to leave out park unchanged.

Sincerely,

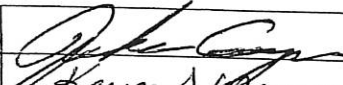
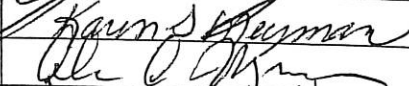
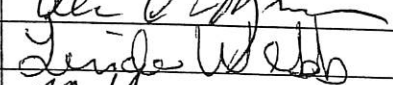
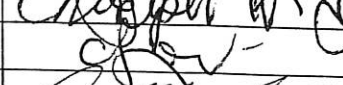
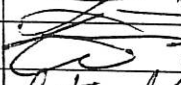
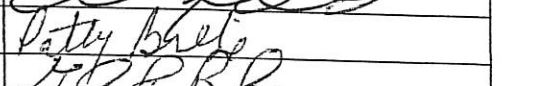
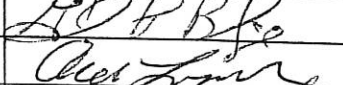
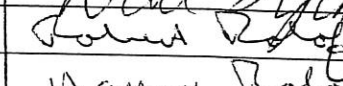
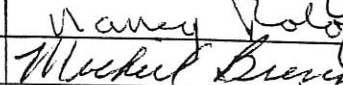
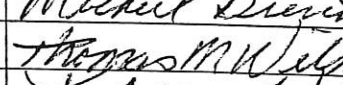
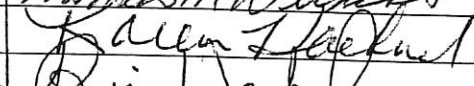
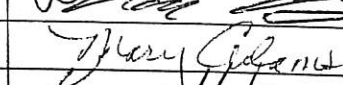
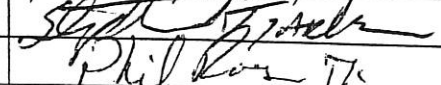
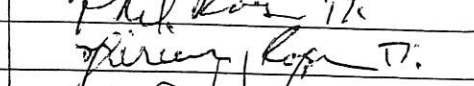
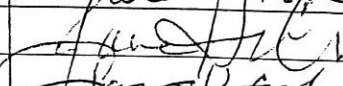
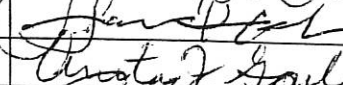
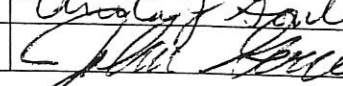
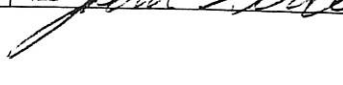
River Heights Park – PAC

River Heights Park was dedicated green space when the area was developed and is part of the character of River Heights Way. We do not want any part of our neighborhood park to be sold.

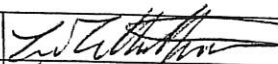
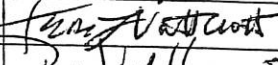
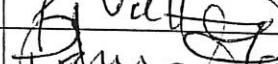
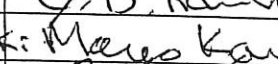
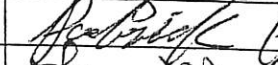
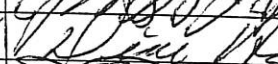
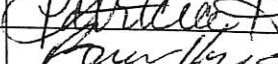
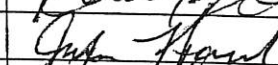
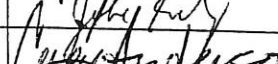
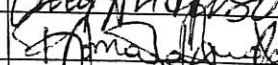
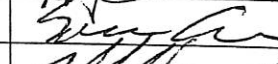
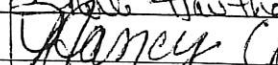
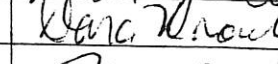
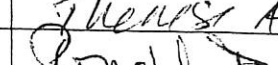
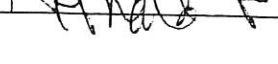
Address

Printed Name

Signature

8705 River Heights Way	John Cooper	
8915 RIVER HGTS WAY	Karen Meyman	
8915 RIVER HGTS WAY	AL MEYMAN	
8925 RIVER HGTS WAY	Linda Webb	
8832 RIVER HGTS WAY	ROGER ICENOGLE	
8860 River Hts Way	Timothy R Levi	
8803 Inver Grove Trail	Joseph H Levi	
8803 Inver Grove Tr.	Samille Levi	
8803 Inver Grove Tr.	Zachary Levi	
8800 River Hts Way	Amanda LaPanta	
8860 River Hts Way	Linda Levi	
8860 River Hts Way	Ethan Kelly	
8730 River Hts Way	Patty Brelje	
8730 River Hts Way	Gordon Brelje	
8855 River Hts Way	Aaron Lynner	
8855 River Hts Way	Nicole Lynner	
8800 River Hts Way	Robert Poloff	
8800 River Hts Way	Nancy Poloff	
8845 RIVER HGTS WAY	MICHAEL BRENNAN	
8959 INVER GROVE TRAIL	THOMAS WILKENS	
8830 River Hts Way	Karen Haehnel	
8830 River Hts Way	Brian Haehnel	
8810 River Heights Way	Mark Hatfield	
8825 River Hts Way	Mary Adams	
8715 River Hts Way	Kerry Hofner	
8710 River Hts Way	Stephen Trakbs	
8760 River Hts Way	Phil Rogers	
8760 River Hts Way	MIRIAM ROGERS	
8885 RIVER HGTS WAY	Jane Holmes	
8885 river heights way	Jamie Holmes	
8895 RIVER HEIGHTS WAY	ANITA GOULETT	
8895 RIVER HEIGHTS WAY	JOHN GOULETT	

River Heights Park was dedicated green space when the area was developed and is part of the character of River Heights Way. We do not want any part of our neighborhood park to be sold.

Address	Printed Name	Signature
8775 River Heights Way	Lulse Hallock	
8775 RHW	TERI Vatterott	
8775 River Heights Way	Pierce Vatterott	
8755 River Hts Way	Pam Gabriel	
8755 River Hts Way	Todd Gabriel	
8725 River Hts Way	Lori Howard	
8725 River Hts Way	Tyler Howard	
8765 " " "	Charles Kavalouski	
" " " "	Margo Garrett Kavalouski	
8865 River Hts. Way	Patrick Gustafson	
8855 River Heightway	Lucy Marshall	
8855 River Heights Way		
8-95 River Hts Way	Diane Tokort	
8785 River Hts Way	Jim MacDonald	
8735 River Heights Way	Patricia Haugo	
8735 River Heights Way	Dr. BRUCE HAUGO	
8769 River Heights Way	Jake Horsch	
8769 INVERMORE TRAIL	ArYall Hunsell	
8723 Crismon Way	Jake Kelly	
4118 87th St. East, IBH	Corey Anderson	
4118 87th St. East, IBH	Romala Anderson	
8714 CRISMON WAY IBH	DAVID P. SABAKI	
8714 CRISMON WAY IBH	KIRA SABAKI	
8714 CRISMON WAY	Todd Kniess	
8733 Crismon Way	Michelle Kniess	
8732 CRISMON WAY	SEAN CURRAN	
8745 River Hts Way	Jepp Hawthorne	
8745 River Heights Way	Shale Hawthorne	
8905 River Heights	Nancy Cooper	
8705 River Heights Way	Darci Knowlton	
3880 90th St East	Therese Wanzler	
3880 90th St East	Ron Wanzler	

River Heights Park was dedicated green space when the area was developed and is part of the character of River Heights Way. We do not want any part of our neighborhood park to be sold.

[illegible]

EMAIL CORRESPONDENCE

From: Kenneth Tupper [mailto:K_tupper@msn.com]

Sent: Thursday, July 20, 2017 8:58 AM

To: Eric Carlson

Subject: Re: River Heights Park Letter

OK, I think you are misguided.

Either you wish to expand an already expanded government and waste more money, or you are trying to decrease response times. However, with an ALL Volunteer Fire Crew, that point is Moot!

From: Eric Carlson <ecarlson@invergroveheights.org>

Sent: Thursday, July 20, 2017 8:18:04 AM

To: 'Kenneth Tupper'

Cc: Joe Lynch; Judy Thill

Subject: RE: River Heights Park Letter

Ken

Thanks for your email and questions regarding the letter that was sent related to River Heights Park. We have identified three existing parks that depending on public input we may decide to sell in their entirety or sell portions of them, they are as follows:

River Heights Park - 8780 Inver Grove Trail

Marcott Woods Park - 2830 90th St E

Dehrer Park - 4085 Dehrer Way

The City has determined a need for a third Fire Station and based on the inventory of land currently owned by the City we are unable to find an adequate piece of property that meets the criteria needed to develop a Fire Station (location, size, topography, site development costs, etc.)

Given the fact we don't own an appropriate piece of property we are in the process of negotiating with a private property owner to purchase their land to build the Fire Station. The location of this property meets our criteria and is ideal for a Fire Station so fire personnel can provide adequate response times for emergency calls.

The land owner desires the ability to continue to live in Inver Grove Heights so instead of purchasing another piece of property we are considering providing them with a portion of River Heights Park since we have determined our long term plan suggests we may not need all or portions of the park. Providing the private property landowner with property currently owned by the City ultimately helps make the acquisition of the private property less expensive to the City.

Hopefully this helps answer some of your question and concerns, if you have others please feel free to email me or call me at 651.450.2587.

Hope you have a great day!

Sincerely,

Eric Carlson

From: Kenneth Tupper [mailto:K_tupper@msn.com]
Sent: Wednesday, July 19, 2017 5:04 PM
To: Eric Carlson
Subject: River Heights Park Letter

OK, I reviewed the letter; My notes are as follows:

First, I cannot figure out what you are trying to address. It seems that you have NO Plan at all.

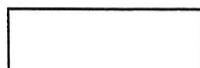
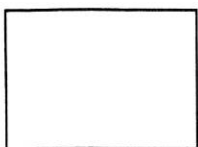
Second, I have NO Idea where Marcott Woods Park is located. It is not on Mapquest or Google Earth.

Third, Is there a particular reason that a New Fire Station could NOT be placed at the Current property owned by the City at 8150 Barbara avenue or thereabouts?

Seems to me that you Gubbiment officials are again wasting public money. resources and time.

Ken Tupper

Eric Carlson | Park and Recreation Director
Tel: 651-450-2587 | Fax: 651-259-8032
City of Inver Grove Heights | Parks & Recreation | 8055 Barbara Ave | Inver Grove Heights | Minnesota | 55077
ecarlson@invergroveheights.org | www.invergroveheights.org



recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by email and delete all copies of the original message.

Eric Carlson | Park and Recreation Director

Tel: 651-450-2587 | Fax: 651-259-8032

City of Inver Grove Heights | Parks & Recreation | 8055 Barbara Ave | Inver Grove Heights | Minnesota | 55077
ecarlson@invergroveheights.org | www.invergroveheights.org

Eric Carlson

From: Eric Carlson
Sent: Thursday, July 20, 2017 10:57 AM
To: 'Tony Guinta'
Cc: Joe Lynch; Judy Thill
Subject: RE: River Heights Park

Tony

Good morning and thanks so much for your email.

The River Heights Park property would be intended for the private property owner to build a new home to live in....it is not our intention to locate the fire station in River Heights Park.

Please let me know if you have any further questions or concerns.

Eric

From: Tony Guinta [<mailto:tonyguinta@gmail.com>]
Sent: Thursday, July 20, 2017 9:05 AM
To: Eric Carlson
Subject: Re: River Heights Park

Dear Mr. Carlson:

Thank you for the letter explaining the consideration of selling a portion of River Heights Park for the purpose of acquiring a new fire station. Would you please be kind enough to clarify whether or not the intention is to build a new fire station at the location of River Heights Park or is the intention only to sell it to raise capital for building a fire station elsewhere?

My concern is that I live on Inver Grove Trail and River Heights Park is right down the road from me. I would have great concerns if there were plans to build a fire station on our quiet country road, but I'll reserve those as I don't want to jump to conclusions.

I will greatly appreciate any time you take to answer my question.

Thank you,
Tony Guinta

9281 Inver Grove Trl
Inver Grove Heights, MN 55076
651-206-0055
tonyguinta@gmail.com

Eric Carlson

From: Greg Bauer [greg.bfc@popp.net]
Sent: Saturday, July 22, 2017 11:13 AM
To: Eric Carlson
Cc: 'George Tourville'; 'Paul Hark'; Joe Lynch; Judy Thill
Subject: RE: River Heights park

Eric and All,

There are lot's of people in the neighborhood of River Hts , IG Tr, and Crismon who are in complete disagreement with this and there is a petition going around. Hope we can resolve this!
Have a good weekend as well.

Greg Bauer

From: Eric Carlson [<mailto:ecarlson@invergroveheights.org>]
Sent: Saturday, July 22, 2017 11:03 AM
To: Greg Bauer
Cc: George Tourville; Paul Hark; Joe Lynch; Judy Thill
Subject: Re: River Heights park

Greg

Thanks so much for your thoughts and comments. I will be sure to share them with the City Council and Parks and Recreation Commission. Hope you have a great weekend.

Eric Carlson
763.350.8850
Sent from my iPhone

On Jul 22, 2017, at 10:00 AM, Greg Bauer <greg.bfc@popp.net> wrote:

Dear Eric,

We are writing to you to express our disapproval of using River Heights park or any other for that matter, to increase the tax base for funding a fire station. It is true that we need a fire station in this part of town but to remove park land seems a little short sighted, in our opinion. Granted, it is not a heavily used area like maybe Sleepy Hollow, but it does serve a purpose in this neighborhood and if I'm not mistaken, was required, back in 1980 when the land was developed, to have a park. This is a park that seems to require very little maintenance so I am questioning that fact. It is unfortunate that our city does not put the quality of life in our neighborhoods over finances, or so it seems.

There are many empty buildings along the Concord/Cahill area that need occupancy which certainly would help to not only enhance the finances of our city but bring more business to the area. (and make it possible for the landlords to pay their property taxes!) What's being done about that issue?

Inver Grove Trail is already a very busy road, even dangerous to walk on and this addition of the number of homes (probably similar to Crismon Trail and 87th St. development) would be another detriment to pedestrian safety. (I'm not even sure that there is a speed limit sign along our road)

We and our neighbors do hope that another solution can be worked out rather than taking away some of the natural beauty (and potentially, the safety) of our community. This is not to take away from the need for additional fire protection in our community and neighborhoods.

We will be out of town for the 1st 2 meetings noted: on 7-25 and 8-9, but we wanted to express our feelings to you.

Sincerely,

Greg and Shirley Bauer

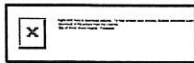
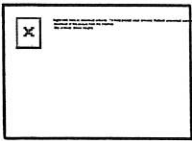
8955 Inver Grove Trail

Inver Grove Heights, MN 55076

Eric Carlson | Park and Recreation Director

Tel: 651-450-2587 | Fax: 651-259-8032

City of Inver Grove Heights | Parks & Recreation | 8055 Barbara Ave | Inver Grove Heights | Minnesota | 55077
ecarlson@invergroveheights.org | www.invergroveheights.org



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Eric Carlson

From: Eric Carlson
Sent: Monday, July 24, 2017 12:19 PM
To: 'Nankivel, Carol (MPCA)'
Subject: RE: question for you about park land/capita

Carol

Thanks for your email and questions regarding River Heights Park and how Inver Grove Heights compares to other cities.

It is true that the City is considering selling a portion or potentially all of River Heights Park for single family lots (2.5 acres per lot). Ultimately the City Council will decide if this is something that happens and I am sure they will be interested in peoples perspective on the issue.

Regarding how does Inver Grove Heights compare to others I can provide you with the following which is taken from a document I have recently put together on the service level of the City's park and recreation system. Please let me know if you have any questions.

Eric

Level of Service

The Level of Service (LOS) analysis produces guidelines that help the City make investment decisions related to parks, facilities, and other built amenities in our park and recreation system. LOS puts the City's inventory of parkland and facilities in terms of "units per population" and creates recommendations based upon multiple resources:

- Average of "smaller communities" (Rosemount, Andover, Roseville, Shakopee, Cottage Grove, S. St. Paul, Farmington and West St. Paul)
- Average of "larger communities" (Apple Valley, Burnsville, Eagan, Lakeville)
- National Standards collected by the National Recreation Park Association (NRPA)

These standards should be used as a guide and are to be coupled with conventional wisdom and judgment related to the particular situation and needs of the City of Inver Grove Heights. By applying these facility standards to the population of Inver Grove Heights, gaps and surpluses in park and facility/amenity types are reveled and funding decisions can be adjusted appropriately.

Assumptions: Average small city population 28,000
City of Inver Grove Heights population 34,000
Anticipated City of Inver Grove Heights full development population 50,000
Average large city population 59,000

Prior to adding, repurposing, or removing park infrastructure, a strong effort to engage the impacted neighborhood community should be used to gain support and understanding. Understanding the initial capital investment, on-going operational investments, and future capital replacement investment should be a part of the discussion process when making these decisions.

Parks

					Future Build Out @ 50,000	
	Inver Grove Heights Current	Smaller Cities Average	Larger Cities Average	National Cities (20K – 50K) Average	National Standard	To meet our current ratio
Number of parks	28	31	60			
Per capita	1,214	901	977	1,901		
IGH need to meet ratio	28	37	35	18	NA	41

- NW Area Park Plan assumes we will add 5-6 parks in the NW area at full development.
- The City will have 34 – 35 parks at full development.

Park Land

					Future Build Out @ 50,000	
	Inver Grove Heights Current	Smaller Cities Average	Larger Cities Average	National Cities (20K – 50K) Average	National Standard 24.75 per 1,000	In order to meet our current ratio
Acres of Parkland	608	583	1,272			
Acres per 1,000	17.88	20.87	21.69	9.6		
IGH need to meet ratio	608	709	737	326	1,237	894

- NW Area Park Plan assumes we will add 56-82 acres in the NW area at full development.
- The City will have 665-691 acres of park land at full development.

Bituminous Trails

					Future Build Out @ 50,000	
	Inver Grove Heights Current	Smaller Cities Average	Larger Cities Average	National Cities (20K – 50K) Average	National Standard .75 per 1,000	In order to meet our current ratio
Miles of trail	26	35	90			
Miles per 1,000	.76	1.25	1.55			
IGH need to meet ratio	26	42.5	52.7	NA	38	38

- NW Area Park Plan assumes we will add 10-15 miles in the NW area at full development.
- Closing the priority gaps in the trail gap study would add approximately 7 miles of trail
- The City will have 42 – 48 miles of trails at full development.

From: Nankivel, Carol (MPCA) [<mailto:carol.nankivel@state.mn.us>]

Sent: Monday, July 24, 2017 9:02 AM

To: Eric Carlson

Subject: question for you about park land/capita

Hi Eric, as expected, our neighborhood is all shook up about the proposal to sell River Heights Park. I don't know my own mind about it yet. I'm opposed to it just on principle but I understand the dynamic of parks needing to provide return on investment.

I'm planning to come to the meeting on Tuesday to hear more. But I was wondering if there are any figures about what the "right" amount of parkland is. Does IGH have comparable acreage of parkland per person when compared to other suburban communities? Are we higher, lower or in the same ballpark (little park/rec pun there)? You don't have to reply back, just wanted to let you know that I'll be asking that question.

Carry on.

Eric Carlson

From: Eric Carlson
Sent: Monday, July 24, 2017 2:29 PM
To: 'Margo Garrett'
Cc: Joe Lynch; Judy Thill; Kristi Smith; Tom Link
Subject: RE: Tuesday night Public Information Meeting

Margo

Thanks so much for your email and questions concerning River Heights Park, I will do my best to answer the questions you have:

What zoning exists to protect us from indiscriminate construction?

The current zoning of the property is P/Institutional, if the Council approves of the repurposing of the park, City staff will recommend zoning of R1-C which is appropriate for single family residential homes

Are you considering placing a fire station on River Heights Park land?

No, the City does not intend to locate a new fire station in River Heights Park.

.....If we must, we must increase taxes. I personally will want to review the entire budget/actual expenses of the city to determine other possible sources of support. Are they online?

The City Council is sensitive to increasing taxes, here is link to the 2017 City Budget so you can review the City's overall budget <http://www.ci.inver-grove-heights.mn.us/DocumentCenter/View/5325>

May I suggest that one week's notice - your letter was dated July 17 and surely could have arrived not before the 18th or 19th - is not enough time to guarantee attendance by all who would wish to be there? We are a case in point. Are there provisions for us to know all the information to be shared tomorrow night? Streaming? A recording secretary and letters sent online or via hard copy?

My apologies for not providing more notice before Tuesday's meeting, Tuesday's meeting is meant to be informational in nature, gives residents an opportunity to ask questions etc, there will be no decisions made on Tuesday and no recording/minutes of the meeting. As outlined in the letter, the first public meeting is the Parks and Recreation Commission scheduled for Wednesday, August 8th, and then the Planning Commission on Tuesday, September 5th. At these meetings the advisory commissions will review a staff report and take visitor testimony, all of this information will be broadcast live, and in tape delay on the local cable TV channel, in addition minutes of the meetings will be taken for the record. All of

the comments, letters, emails, and testimony will be provided to the City Council prior to their meeting which has yet to be scheduled.

Please let me know if you have any further questions or concerns.

Sincerely,

Eric Carlson

-----Original Message-----

From: Margo Garrett [<mailto:margogarrett@gmail.com>]

Sent: Monday, July 24, 2017 1:10 PM

To: Eric Carlson

Subject: Tuesday night Public Information Meeting

July 24, 2017

Hello Mr. Carlson:

I am also known as Margo Kavalovski. My husband, Charles (Chuck) Kavalovski and I live at 8765 River Heights Way, IGH but are sadly unable to be at tomorrow's meeting. I am working for a month in Massachusetts and Chuck is here visiting family in the area.

If we had had earlier notice of this meeting, Chuck would have chosen to be at the meeting rather than travel here, so important does it seem to us. I know he has written or spoken to you, but I wanted to also speak for myself.

I vehemently object to the selling of even a portion of any of the current parks. I can only speak for what River Heights Park means to us, as I do not use Marcott Woods or Derher Parks. Indeed, the purchase price of our home, which seemed high to us in 2003, was agreed upon, largely because of the setting the the park provided the neighborhood, a desirable separation between the peacefulness of our cup de sac and the faster pace of Inver Grove Trail's traffic and beyond into, now, all the new home construction. Our home values will absolutely be affected negatively in the park is sold.

And what zoning exists to protect us from indiscriminate construction?

Certainly, you are not considering putting a fire station actually on the River Heights Park land! But perhaps I should rephrase this into a question. ARE you considering placing a fire station on River Heights Park land?

Why take away parks in order to find adequate resources to maintain the park system? Nonsensical. You are simply taking services away from your citizens. If we must, we must increase taxes. I personally will want to view the entire budget/actual expenses of the city to determine other possible sources of support. Are they online? I will certainly look, but if you know I won't find them online, I would appreciate how I might study these.

May I suggest that one week's notice - your letter was dated July 17 and surely could have arrived not before the 18th or 19th - is not enough time to guarantee attendance by all who would wish to be there? We are a case in point. Are there provisions for us to know all the

information to be shared tomorrow night? Streaming? A recording secretary and letters sent online or via hard copy? I request knowing what is planned for those unable to attend.

Thank you for reading and for your answers to my questions,

Respectfully and sincerely,

Margo Garrett Kavalovski
917-685-8533

Eric Carlson

From: Eric Carlson
Sent: Monday, July 24, 2017 2:34 PM
To: 'Zachary Alsterlund'
Cc: Joe Lynch; Judy Thill; Tom Link
Subject: RE: River Heights Park

Follow Up Flag: Follow up
Flag Status: Flagged

Zach

Good afternoon and thanks for your email. The City Council is considering the future of River Heights Park over the course of the next few months. At this point I'm not sure if the Council will elect to sell any or all of the current Park property. I would suggest you check back with me towards the middle of September to see what decision the Council has made/is thinking about.

Please let me know if you have any questions.

Eric

-----Original Message-----

From: Zachary Alsterlund [<mailto:zalsterlund@gmail.com>]
Sent: Monday, July 24, 2017 1:56 PM
To: Eric Carlson
Subject: River Heights Park

Hi Eric

I have some friends in the River Heights Way/Inver Grove Trail area and I recently heard the River Heights park lots may be on the market in the near future. I am very interested in purchasing one of the lots. I am unable to attend the public information meeting tomorrow regarding the properties - can you please send me the meeting minutes/any and all information regarding the potential sale/timeline of those lots?

Thank you

Zachary Alsterlund
612-309-8479

Eric Carlson

From: rita meyer [ritakob@hotmail.com]
Sent: Tuesday, July 25, 2017 4:24 PM
To: Eric Carlson
Subject: River Heights Park

I am opposed to selling any of River Heights Park for any reason. Building a fire station there is preposterous. The road is already very small and narrow and the neighbors don't need the added traffic or noise. Don't destroy our neighborhoods.

Rita Meyer

And those who were seen dancing were thought to be
insane by those who could not hear the music - Nietzsche

Eric Carlson

From: Williams,Misty A [MAWILLI6@travelers.com]
Sent: Tuesday, August 01, 2017 3:59 PM
To: Eric Carlson
Cc: Tom Link; Nicole Cook; Joe Lynch; Misty Williams (crabbymisty@gmail.com)
Subject: RE: Question regarding a proposed development

Hi Eric,

Thank you for the quick follow up to my inquiry and thank you for resending the notice! I double checked and didn't find one, but we were out of town for a couple of weeks so it's possible that it got missed or lost in the shuffle.

I will be unable to attend the August 9th meeting, but will try to attend the future meetings for this topic. In the mean time I wanted to share my thoughts about the possible sale of all, or part, of River Heights Park:

Though River Heights park is undeveloped, it does not appear to be under-utilized. I walk to River Heights Park from my house every morning and enjoy the park with my dogs, and I routinely run into other IGH residents who are also enjoying the park. I think a boy scout troop even did a project in the park last year and hung bee hives which were aimed at trying to revive the Mason Bee population.

In speaking to residents in the neighborhoods next to, and surrounding the park, it appears to be commonly agreed that the park is a value-add for the area, and several residents have told me that the River Heights wooded park was promoted as a selling feature when they purchased their homes in the new development near the park.

Another thought about park-usage: the park trail does not seem to get routinely mowed unless residents send multiple emails requesting for it to be done. The grass will often times be chest-high before the trail gets mowed and that could be a turn-off for anyone looking to use the park.

My other concern with developing the park is that there would be a disruption to the animals and birds that call River Park Heights home. My dogs and I often encounter a family of deer that bed-down in the field. We also have come across foxes, turkey, pheasants, and a multitude of birds and other creatures that live within the park boundaries. Is there a plan in-place to address this disruption?

As a last thought: The homes immediately surrounding River Heights Park all have 2+ acre lots. Though I can't speak for the owners, I can't imagine that these residents would be in-favor of disrupting their development by adding additional housing to a previously wooded and secluded area.

Again, I appreciate the quick response and thank you for taking the time to read my comments on this proposal. Please let me know if I should direct them elsewhere or if you have any feedback.

Regards,

Misty Williams

8830 Coppersmith Ct

Inver Grove Heights, MN 55076

Misty Williams | Associate Account Executive | Private & Non-Profit Liability
Travelers Bond & Specialty Insurance

P: 651-310-5533 | F: 800-851-1390

mawilli6@travelers.com

www.travelersbond.com

TRAVELERS 

★

From: Eric Carlson [mailto:ecarlson@invergroveheights.org]

Sent: Tuesday, August 01, 2017 3:11 PM

To: Williams,Misty A <MAWILLI6@travelers.com>

Cc: Tom Link <mlink@invergroveheights.org>; Nicole Cook <ncook@invergroveheights.org>; Joe Lynch

<jlynch@invergroveheights.org>

Subject: RE: Question regarding a proposed development

Misty

Good afternoon and thanks so much for your email. It is accurate that the City is currently considering selling all or a portion of River Heights Park located at 8780 Inver Grove Trail. To be clear, the potential sale of the park is related to the City's acquisition of private property and the property owners interest in continuing to live in the City, if sold the park area would be developed into a private residence, not a Fire Station. We are not considering the sale of River Heights Park or any other park to fund the construction of a Fire Station. The potential sale of River Heights Park, Marcott Woods, and/or Dehrer Park(s) is based on the Parks and Recreation Commission's determination that these parks may not be needed in the future because they are located in the rural area of the community and are currently undeveloped. The Commission and City Council will be taking public comment at upcoming meetings and you are encouraged to participate in the process, please see the attached letter for more information.

We mailed out approximately 200 notices and the address you have listed (8830 Coopersmith Ct) is on the list we mailed too, so I'm not sure why you didn't receive a letter.....I am attaching one now for your review. Please let me know if you have any further questions or concerns.

Sincerely,

Eric Carlson

From: Williams, Misty A [<mailto:MAWILLI6@travelers.com>]

Sent: Tuesday, August 01, 2017 1:48 PM

To: Eric Carlson

Subject: FW: Question regarding a proposed development

Hi Eric,

I was recently informed by another resident that the city is proposing a sale of one of three parks (River Heights Park, Dehrer, and ?) in Inver Grove Heights to fund an additional Firehouse.

I never received a notice about this and I am an IGH resident. Can you help me or get me to the correct person to learn more information about this proposed land sale/development?

Thank you!

Misty

612-964-5612

8830 Coppersmith Ct
Inver Grove Heights, MN 55076

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Travelers Bond & Specialty Insurance

P: 651-310-5533 | F: 800-851-1390

mawilli6@travelers.com

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Eric Carlson

From: Eric Carlson
Sent: Monday, August 07, 2017 11:42 AM
To: 'Gregory Schouweiler'
Subject: RE: River Heights Park
Attachments: River Heights Park Presentation 7.25.17.pdf

Nancy

I promised I would follow up with you on Monday, here is a copy of the presentation I used on 7/25. As a point of clarification, if the City sells River Heights Park, it is our intention to develop 1-3 2.5 acre residential lots, it is not our intention to place the fire station at that location. You can find more information on our website about Wednesday's Parks and Recreation Commission meeting by visiting www.invergroveheights.org.

Please let me know if you have any other questions.

Sincerely,

Eric Carlson

-----Original Message-----

From: Gregory Schouweiler [<mailto:gschouweil@aol.com>]
Sent: Wednesday, August 02, 2017 2:08 PM
To: Eric Carlson
Subject: River Heights Park

Dear Eric,

I am responding to your July 17, 2017 letter regarding River Heights Park. Unfortunately I did not receive the letter until late in the day on July 25, 2017 and was unable to change my plans in order to attend the Public Information Meeting that was scheduled for that evening. If there were handouts at that meeting, would it be possible to have them forwarded to me?

My husband and I were more than disappointed to hear of the potential plans to build a fire station on the River Heights Park land. We realize that it may be very easy to overlook the Park as an existing part of the City's park system since it isn't a traditionally developed City Park and isn't even listed as a Park on the City's website. However, to the residents of this area, (we have been here 30 years), it is an important piece of open space. We, and our neighbors, chose to live in this area because of its rural character and River Heights Park is part of that character. I recall being part of a survey of our neighborhood 10 or so years ago asking if we wanted the Park developed and we declined. We like our open space. Our neighborhood is just as deserving of a neighborhood Park as is the practice for other neighborhoods in the City.

I know the City has started working on the 2040 Comp Plan, however I believe the 2030 Comp Plan is still the guiding tool. According to the 2030 Plan, one of the Guiding Principles is to Retain the Rural Character and one of the ways to do so is to protect open spaces. In addition, the 2030 Regional Development Framework indicates our area as Rural Residential. The addition of a fire station as described in the Executive Summary of the Fire Department Study, as posted online, is not conducive to the Rural Residential description in the Framework. Since a Rural Residential area is low density residential with a minimum of 2.5 acre lots and this particular neighborhood is nearly built out, it will not have the growth necessary to demand the service of a new fire station in comparison to other parts of the City.

According to the Fire Department Report as posted online, which indicated the River Heights Park location as the primary site, there were a number of criteria for the numerical grading of the potential fire station sites. (The other potential sites were not listed in the Report's Executive Summary.) Of those criteria, a number of them did not meet the standard as applied to the River Heights Park location.

The criteria include: no municipal water supply, limited public access or visibility, no municipal storm water access, no municipal sanitary sewer access, and the traffic hazard of limited street width, (actually Inver Grove Trail and River Heights Way do not meet residential street standards).

The nature and design of Inver Grove Trail with limited access and its somewhat remote location within the City also detracts from the River Heights Park site for a fire station.

Please let me know if this email will be forwarded to the Park and Recreation Commission, the Planning Commission, the Mayor and the City Council. If not I will contact them accordingly.

Thank you very much for your time and consideration of my email.

Sincerely,
Nancy Schouweiler
Former Dakota County Commissioner
4000 90th St. E.
IGH, MN 55076
651-455-6440

Sent from my iPad

Eric Carlson

From: Kymn Paulson [kymnpaulson@gmail.com]
Sent: Wednesday, August 09, 2017 7:22 AM
To: Eric Carlson
Subject: River Heights Park

IGH Park Director Eric Carlson and IGH Park & Recreation Committee:

I am saddend to hear that IGH is considering selling all or even part of River Heights Park. One of the perks of living in IGH is its excellent parks and natural areas and this is something we pride ourselves on. We need these natural areas and parks for our residents, pollinators, and wildlife. Twenty-five years ago, when I moved to IGH, I walked and biked around town with a map searching for and enjoying these parks. I still do this. Lets others have this same experience with River Heights Park.

Please don't sell River Heights Park; please find another way to find the needed funds.

Kymn Paulson
3222 72nd St E
IGH, MN

--

Canoe Diem - Kymn Sent from my Gmail Canoe

Eric Carlson

From: Eric Carlson
Sent: Monday, August 07, 2017 10:07 AM
To: 'Shatek, Carrie'
Cc: 'Andy Shatek (biff@frana.com)'
Subject: RE: Update on River Heights Park in preparation for meeting August 9
Attachments: River Heights Park Presentation 7.25.17.pdf

Carrie

Thanks for your email and interest in River Heights Park....I am attaching a presentation that I used on July 25th...you can get additional information about the Parks and Recreation Commission meeting from our website at www.invergroveheights.org

Just to be clear, if the City sells a portion or all of River Heights Park it would be for single family residential...the fire station is not going to be located at River Heights Park.

Please let me know if you have any further questions.

Sincerely,

Eric Carlson

From: Shatek, Carrie [<mailto:Carrie.Shatek@chsinc.com>]
Sent: Monday, August 07, 2017 9:18 AM
To: Eric Carlson
Cc: Andy Shatek (biff@frana.com)
Subject: Update on River Heights Park in preparation for meeting August 9

Hi,

Could you share with me any updates or information from the Public Info meeting that was held on July 25th regarding the repurposing/purchase of part of the River Heights Park?

I'm concerned about the noise from a potential fire station close to my home off of 89th street, as well as taking away a more natural looking park.

I am planning on attending the meeting August 9th.

Thank you,

Carrie Shatek

Eric Carlson

From: Kymn Paulson [kymnpaulson@gmail.com]
Sent: Wednesday, August 09, 2017 7:22 AM
To: Eric Carlson
Subject: River Heights Park

IGH Park Director Eric Carlson and IGH Park & Recreation Committee:

I am saddend to hear that IGH is considering selling all or even part of River Heights Park. One of the perks of living in IGH is its excellent parks and natural areas and this is something we pride ourselves on. We need these natural areas and parks for our residents, pollinators, and wildlife. Twenty-five years ago, when I moved to IGH, I walked and biked around town with a map searching for and enjoying these parks. I still do this. Lets others have this same experience with River Heights Park.

Please don't sell River Heights Park; please find another way to find the needed funds.

Kymn Paulson
3222 72nd St E
IGH, MN

--

Canoe Diem - Kymn Sent from my Gmail Canoe

From: Dar tiarks [dtiarks@yahoo.com]

Sent: Tuesday, August 08, 2017 4:29 AM

To: George Tourville; Tom Bartholomew; Rosemary Piekarski-Krech; Kara Perry; Paul Hark

Subject: River Heights Park

Dear City Council Members:

My husband and I recently purchased our home directly adjacent to River Heights Park at 8710 River Heights Way.

When we learned about the potential sale/development of the park, it came as a shock to us.

One of the reasons that we purchased our home, versus others we had looked at, was the privacy and the country feel

that the park provides in our backyard. It would be our hope that the park remains intact in it's current state. When our family/friends visit

our new home, each and every one of them comment about the park area and how much they like the natural state of the land.

We were unable to attend the previous meeting in July, but it is our intent to attend the meeting August 9th, providing

our work schedules allow. Please take note of our thoughts and desires to keep the park just the way it is.

Thank you for your time!

Steve and Darlene Tiarks

Joe Lynch | City Administrator

Tel: 651-450-2511 | Fax: 651-259-8021

City of Inver Grove Heights | 8150 Barbara Ave | Inver Grove Heights | Minnesota | 55077

jlynch@invergroveheights.org | www.invergroveheights.org

From: m muyres [matt.muyres@gmail.com]
Sent: Wednesday, August 09, 2017 12:02 PM
To: George Tourville
Cc: Tom Bartholomew; Rosemary Piekarski-Krech; Kara Perry; Paul Hark; mkennedy@invergroveheights.org
Subject: IGH PARK

We need trees and space.

We dont need homes and more humans, cars, traffic, congestion.

The city wont implode without this development.

Jesus, get a clue-

Joe Lynch | City Administrator
Tel: 651-450-2511 | Fax: 651-259-8021
City of Inver Grove Heights | 8150 Barbara Ave | Inver Grove Heights | Minnesota | 55077
jlynch@invergroveheights.org | www.invergroveheights.org

From: Lori Howard [loriannhoward@gmail.com]

Sent: Wednesday, August 09, 2017 1:50 PM

To: George Tourville; Tom Bartholomew; Kara Perry; Rosemary Piekarski-Krech; Paul Hark

Subject: River Heights Park

Here we go again. Once again, the residents of River Heights Way are having to fight to protect the land that was dedicated green space when developed years ago. If the residents of River Heights Way haven't changed their expectations of that agreement, why does the City keep trying to change their terms?

Our neighborhood is pretty low maintenance - we're one of the last to have our street plowed, we just finally got some repaving done (this road was in horrible condition for quite a few years) and we're not on city sewer and water. We've been good neighbors. I urge the City of Inver Grove Heights to be good neighbors as well and quit trying to change the layout of the land.

Our city does not need to develop every existing piece of green space. I urge you to leave River Heights Park in the hands of Mother Nature.

Thank you.

Lori Howard

Joe Lynch | City Administrator

Tel: 651-450-2511 | Fax: 651-259-8021

City of Inver Grove Heights | 8150 Barbara Ave | Inver Grove Heights | Minnesota | 55077

jlynch@invergroveheights.org | www.invergroveheights.org

From: Nancy Cooper [nkcooper@yahoo.com]
Sent: Tuesday, August 08, 2017 10:49 AM
To: Kara Perry
Subject: Saving Park located on River Heights Way

Hello officials of IGH,

Please note our interest in saving the park located in our circle. I have lived in IGH 50 plus years and have followed the

concept of IGH being a rural community when different opportunities have arisen for more of a city "look" has been

turned down by the officials such as yourself. I understand that we need another fire department and should be located out

towards new developed housing and the area that you have selected. But... the bargain that was made to "trade" land

for another piece of land (our IGH park) is not acceptable. The city of IGH needs to keep open spaces and develop a park

that can be used by children, adults and alike! We bought our house due to the park designation.

Still can't figure out what the culture is of IGH? Look at Rosemount, Farmington, Lakeville that are booming with small businesses,

new houses and economy... their school system is awesome ... IGH is stagnant ... why is that? The planning of IGH is so

darn confusing and does not have a flow... PLEASE do not make another mistake with the park and its promise for the

future!

Appreciate your ear..

Nancy and John Cooper

Eric Carlson

From: Joe Lynch
Sent: Wednesday, August 09, 2017 4:09 PM
To: Eric Carlson; Michelle Tesser
Subject: FW: River Heights Way park proposal.

FYI for records for the meeting.

From: Kara Perry [<mailto:kperry@invergroveheights.org>]
Sent: Wednesday, August 9, 2017 3:32 PM
To: Joe Lynch <jlynch@invergroveheights.org>
Subject: FW: River Heights Way park proposal.

From: ROBERT S ROLOFF [DRROLOFF@msn.com]
Sent: Wednesday, August 09, 2017 2:23 PM
To: George Tourville; thartholomew@invergroveheights.org; Rosemary Piekarski-Krech; Kara Perry; Paul Hark
Subject: River Heights Way park proposal.

My wife and I have lived on River Heights Way since 1985. We would like to see this park remain a green space as it was initially designed to be.

Joe Lynch | City Administrator
Tel: 651-450-2511 | Fax: 651-259-8021
City of Inver Grove Heights | 8150 Barbara Ave | Inver Grove Heights | Minnesota | 55077
jlynch@invergroveheights.org | www.invergroveheights.org

Eric Carlson

From: svobp@aol.com
Sent: Thursday, August 10, 2017 7:54 AM
To: Eric Carlson
Subject: River Heights Park

Hi Eric,

When I saw the article in the PP about River Heights Park being possibly sold as part of a deal I thought at first, "OH NO! The City's selling off the parks!" but when I located it on the map in the Park and Rec booklet I changed my mind about it. The neighbors there denied IGH a dog park so, I'm in FAVOR of the deal!

Charlotte Svobodny

Eric Carlson

From: George Tourville
Sent: Tuesday, August 08, 2017 10:40 AM
To: Eric Carlson; Joe Lynch
Subject: Fwd: River Heights Park

FYI

Begin forwarded message:

From: Dar tiarks <dtiarks@yahoo.com>
Date: August 8, 2017 at 4:29:30 AM CDT
To: "gtourville@invergroveheights.org" <gtourville@invergroveheights.org>, "tbartholomew@invergroveheights.org" <tbartholomew@invergroveheights.org>, "rpiekarskikrech@invergroveheights.org" <rpiekarskikrech@invergroveheights.org>, "kperry@invergroveheights.org" <kperry@invergroveheights.org>, "phark@invergroveheights.org" <phark@invergroveheights.org>
Subject: River Heights Park
Reply-To: Dar tiarks <dtiarks@yahoo.com>

Dear City Council Members:

My husband and I recently purchased our home directly adjacent to River Heights Park at 8710 River Heights Way.

When we learned about the potential sale/development of the park, it came as a shock to us. One of the reasons that we purchased our home, versus others we had looked at, was the privacy and the country feel that the park provides in our backyard. It would be our hope that the park remains intact in it's current state. When our family/friends visit our new home, each and every one of them comment about the park area and how much they like the natural state of the land.

We were unable to attend the previous meeting in July, but it is our intent to attend the meeting August 9th, providing our work schedules allow. Please take note of our thoughts and desires to keep the park just the way it is.

Thank you for your time!
Steve and Darlene Tiarks

George Tourville | Mayor
Tel: 651-450-2507 | Home: 651-455-4465
City of Inver Grove Heights | 8150 Barbara Ave | Inver Grove Heights | Minnesota | 55077
gtourville@invergroveheights.org | www.invergroveheights.org



*Working to protect the Mississippi River
and its watershed in the Twin Cities area.*

101 East Fifth Street
Suite 2000
Saint Paul, MN 55101

651-222-2193
www.fmr.org
info@fmr.org

August 8, 2017

Inver Grove Heights Park & Recreation Commission
Attn.: Parks & Recreation Director Eric Carlson
8150 Barbara Avenue
Inver Grove Heights, MN 55077

RE: The proposed sale of a portion of River Heights Park.

Inver Grove Heights Park & Recreation Advisory Commission:

Friends of the Mississippi River (FMR) is a local non-profit community-based organization that works to protect and enhance the natural and cultural assets of the Mississippi River and its watershed in the Twin Cities. We have 1,800 active members, and more than 3,000 volunteers who care deeply about the river's unique resources. FMR has long been an active and ongoing defender and promoter of preserving and restoring public open space within our National Park, the Mississippi National River and Recreation Area (MNRRA), since 1993.

We are writing today to respectfully request that you oppose the proposed sale of a portion of River Heights Park. While we have no opposition to the city's need for a new firehouse or increased revenue, we strongly believe that selling public parkland to accomplish these needs is a poor choice for our National Park and IGH residents.

National Park

Riverview Heights Park is within our local National Park, the Mississippi National River and Recreation Area (MNRRA), a 72-mile corridor along the Mississippi River through the Twin Cities. MNRRA was established in 1988 to work in partnership with local communities to protect and enhance the natural, cultural and recreational resources within the national park corridor. Since MNRRA owns very little land in the corridor, it relies on local communities and regional park agencies to provide parks, trails, open space and other public amenities within the corridor. Natural open space at this location is contributing the health and beauty of the National Park for both people and wildlife. River Heights Park not only provides residents with a trail through a natural area, but also contributes key habitat to the Mississippi River Flyway – an internationally significant migratory corridor used by millions of birds and other wildlife throughout the year. The proximity of this park to the Pine Bend Bluffs is also significant, because its high ecological value. This conservancy parkland is one of many key park pieces that make our National Park great.

IGH Residents

Inver Grove Heights has recognized the significance of parkland for residents in the city's 2009 Comprehensive Park Plan and Development Guide.

Parks, trails and open spaces are important to residents. Parks define neighborhoods, offer recreation opportunities, and serve as open space and wildlife habitat. The City of Inver Grove Heights parks act as neighborhood gathering points and strengthen the sense of community. The City of Inver Grove Heights is committed to meeting its residents' needs and will plan wisely for the future (pg. 6).

We completely agree that parks provide immense benefits to the community.

The Comprehensive Park Plan goes on to explain that River Heights Park serves the entire community, is worthy of preservation and would be adversely affected by development. This information is found through the park's classification as conservancy land. The service area given by the plan is "community wide" and the site is described as one of IGH's "Significant natural areas, which merit preservation and would be adversely, affected be [by] development" (pg. 20). The decision for this land classification was made as recently as 2009. Considering such a drastic change in land use from conservancy to sale for development in just eight years, the Parks Commission should reject this change, as it is inconsistent with city-adopted policy.

In addition, the city has a goal "To provide a well balanced park and recreation system" (pg. 36). Taking River Heights Park out of the mix, or partially out of the mix, would remove parkland from a portion of the city that is already fairly disconnected from other public parkland and reduce the city's already small amount of natural trails.

- Selling River Heights Park while meeting the goal above, as we see it, is not possible, because there is no new (replacement) parkland available in the surrounding neighborhoods. While no other potential parkland is available, there are numerous locations where fire protection services could be located.
- Simply removing parkland from this portion of the city also goes against this city goal. When looking at the maps showing IGH park amenity service areas (immediately following pg. 112), River Heights Park does not fall within any of the ½-1 mile services area listed. Therefore, providing parkland for area residents should be a priority for the city to ensure open space is accessible to all residents.
- Removing River Heights Park would also reduce the small amount of planned natural trails shown on the 2030 Parks, Trails and Open Space Plan Map (page 6-10, immediately following pg. 110). Removing or shrinking one of the few natural trails would go against the city's policy "To offer a variety of activities in the park system including cultural, conservation, passive, active and organized recreation areas" (emphasis added, pg. 36).

Funding

We understand that the city is looking to save money and generate revenue. However, the City's Park Maintenance Operating Budget Funding Pro-forma (PDF pg. 129), indicates that

River Heights Park will not cost the city significant maintenance until 2028. Therefore, keeping the park would not be a significant burden to the city and the community wide benefits of natural parkland should outweigh the revenue the city could generate from selling eight acres of land.

Restoration Opportunity

The plan suggests that the city will “*develop forest restoration plan*” (pg. 88) for River Heights Park. We would strongly encourage the restoration of this important site within the MNRRA corridor. We have two professional ecologists on staff that write management plans and implement them all along the MNRRA corridor. We would be happy to work with the city to pursue funding, complete a restoration management plan and engage community members in restoring and enhancing the site, so it will support a greater diversity of wildlife and pollinators. We also are committed to our restoration sites long-term and do ongoing ecological management. One example of such work is at the nearby Pine Bend Bluffs Scientific and Natural Area, where FMR has been assisting the DNR with ecological restoration and management for the past 15 years. Last year we entered into a partnership with IGH to conduct restoration activities with volunteers at Heritage and Swing Bridge Parks and we were able to leverage \$20,200 in state funds towards this work. We would welcome an opportunity to assist with restoration of River Heights Park in the future.

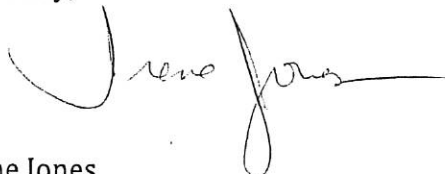
Parks & Recreation Advisory Commission Duties and Functions

Finally, the Park and Recreation Advisory Commission official duties and functions per city code include “periodically examining the need for new parks and open space...” but it does not mention considering the sale or disposition of existing parkland. We ask that you demonstrate the courage to do the right thing for the health, well-being and quality of life of the residents of Inver Grove Heights, and protect River Heights Park for current and future generations.

We strongly encourage you to uphold your community’s vision for the parkland and adhere to your existing Comprehensive Park Plan by opposing the sale of River Heights Park in any amount.

Thank you for your consideration of these comments. Please feel free to reach out to Irene Jones, River Corridor Program Director (ijones@fmr.org, x11) or Alicia Uzarek, Policy Advocate (auzarek@fmr.org, x29) with questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Irene Jones", with a long horizontal flourish extending to the right.

Irene Jones
River Corridor Program Director

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Accept and Approve the Comprehensive Annual Financial Report for the Year Ended December 31, 2017, Management Letter and Other Required Report

Meeting Date: May 14, 2018
 Item Type: Regular Agenda
 Contact: Kristi Smith 651-450-2521
 Prepared by: Kristi Smith, Finance Director
 Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

To accept and approve the Comprehensive Annual Financial Report (CAFR), Management Letter and Other Required Report for the year ended December 31, 2017.

SUMMARY

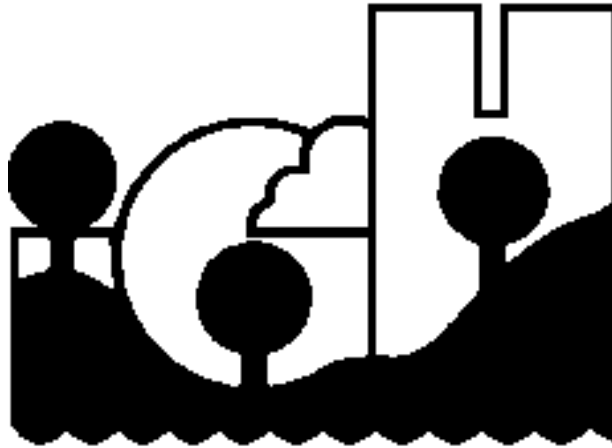
Each year the City contracts with an independent Certified Public Accounting firm to audit the City's Comprehensive Annual Financial Report. Abdo, Eick & Meyers, LLP (AEM) performed the audit for the 2017 CAFR. This is AEM's fourth year auditing the City. They have issued an unqualified (clean) opinion on the City's financial statements. This is the highest form of assurance a Certified Public Accounting Firm can issue. In addition to the CAFR, Management Letter and Other Required Report are enclosed with this memo. Printed copies will be provided to Council Members and a public copy will be available at City Hall.

In reviewing the CAFR, I suggest reading the Letter of Transmittal which begins on page 10 in the Introductory Section of the report, Management's Discussion and Analysis (MD&A which begins on page 27 in the Financial Section of the report, and the Notes to the Financial Statements which begin on page 61 in the Financial Section in the report.

Brad Falteysek and Bonnie Schwieger from Abdo, Eick & Meyers, LLP were present at the May 7, 2018 work session to review the reports and answer questions.

We will be submitting the CAFR to the Government Finance Officers Association for the Certificate of Achievement for Excellence in Financial Reporting. This will be the 31st year that we have participated in this program. We will also put the CAFR on the City's website.

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



**COMPREHENSIVE ANNUAL
FINANCIAL REPORT
FOR THE YEAR ENDED
DECEMBER 31, 2017**

**CITY OF INVER GROVE HEIGHTS,
MINNESOTA**

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CITY OF INVER GROVE HEIGHTS
INVER GROVE HEIGHTS, MINNESOTA

COMPREHENSIVE
ANNUAL FINANCIAL REPORT

FOR THE YEAR ENDED
DECEMBER 31, 2017

REPORT PREPARED BY:
FINANCE DEPARTMENT

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City of Inver Grove Heights, Minnesota
Comprehensive Annual Financial Report
Table of Contents
For the Year Ended December 31, 2017

	<u>Page No.</u>
Introductory Section	
Letter of Transmittal	10
GFOA Certificate of Achievement	18
Organization Chart	19
Elected and Appointed Officials	20
Financial Section	
Independent Auditor's Report	23
Management's Discussion and Analysis	27
Basic Financial Statements	
Government-wide Financial Statements	
Statement of Net Position	39
Statement of Activities	40
Fund Financial Statements	
Governmental Funds	
Balance Sheet	44
Reconciliation of the Balance Sheet to the Statement of Net Position	47
Statement of Revenues, Expenditures and Changes in Fund Balances	48
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances to the Statement of Activities	50
General Fund	
Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual	51
Community Center Special Revenue Fund	
Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual	53
Proprietary Funds	
Statement of Net Position	54
Statement of Revenues, Expenses and Changes in Net Position	57
Statement of Cash Flows	58
Fiduciary Fund	
Statement of Fiduciary Net Position	60
Notes to the Financial Statements	61
Required Supplementary Information	
Schedule of Employer's Share of Public Employees Retirement Association Net Pension Liability - General Employees Retirement Fund	102
Schedule of Employer's Public Employees Retirement Association Contributions - General Employees Retirement Fund	102
Notes to the Required Supplementary Information – General Employee Retirement Fund	103
Schedule of Employer's Share of Public Employees Retirement Association Net Pension Liability - Public Employees Police and Fire Fund	104
Schedule of Employer's Public Employees Retirement Association Contributions - Public Employees Police and Fire Fund	104
Notes to the Required Supplementary Information – Public Employees Police and Fire Fund	105
Schedule of Changes in the Fire Relief Association's Net Pension Liability (Asset) and Related Ratios	106
Notes to the Required Supplementary Information – Fire Relief Association	107
Schedule of Employer's Fire Relief Association Contributions	107
Schedule of Funding Progress for the Other Postemployment Benefit Plan	107

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City of Inver Grove Heights, Minnesota
Comprehensive Annual Financial Report
Table of Contents (Continued)
For the Year Ended December 31, 2017

	<u>Page No.</u>
Combining and Individual Fund Financial Statements and Schedules	
Nonmajor Governmental Funds	
Combining Balance Sheet	112
Combining Statement of Revenues, Expenditures and Changes in Fund Balances	113
Nonmajor Special Revenue Funds	
Subcombining Balance Sheet	116
Subcombining Statement of Revenues, Expenditures and Changes in Fund Balances	117
Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual	
Convention and Visitors Bureau Special Revenue Fund	118
Recreation Special Revenue Fund	119
Economic Development Authority Special Revenue Fund	120
Nonmajor Debt Service Funds	
Subcombining Balance Sheet	122
Subcombining Statement of Revenues, Expenditures and Changes in Fund Balances	123
Nonmajor Capital Projects Funds	
Subcombining Balance Sheet	126
Subcombining Statement of Revenues, Expenditures and Changes in Fund Balances	128
General Fund	
Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual	130
Internal Service Funds	
Combining Statement of Net Position	136
Combining Statement of Revenues, Expenses and Changes in Net Position	138
Combining Statement of Cash Flows	140
Agency Fund	
Statement of Changes in Assets and Liabilities	142
Statistical Section (Unaudited)	
Financial Trends	
Summary Financial Report - Revenues and Expenditures for General Operations - Governmental Funds	147
Net Position by Component	148
Changes in Net Position	150
Fund Balances of Governmental Funds	154
Changes in Fund Balances of Governmental Funds	156
Revenue Capacity	
General Governmental Tax Revenues by Source	159
Assessed Value and Estimated Actual Value of Taxable Property	160
Property Tax Rates - Direct and Overlapping Governments	162
Principal Property Taxpayers	164
Property Tax Levies and Collections	165
Debt Capacity	
Ratios of Outstanding Debt by Type	166
Ratios of General Bonded Debt Outstanding	167
Computation of Direct and Overlapping Governmental Activities Debt	169
Legal Debt Margin Information	170
Pledged Revenue Coverage	172
Demographic and Economic Information	
Demographic and Economic Statistics	173
Principal Employers	175
Operating Information	
Full-Time Equivalent Employees by Function	176
Operating Indicators by Function	178
Capital Asset Statistics by Function	180

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INTRODUCTORY SECTION

CITY OF INVER GROVE HEIGHTS
INVER GROVE HEIGHTS, MINNESOTA

FOR THE YEAR ENDED
DECEMBER 31, 2017

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City of Inver Grove Heights

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

May 7, 2018

To the City Council and Citizens of the City of Inver Grove Heights:

Minnesota statutes require all cities to issue an annual report on its financial position and activity prepared in accordance with accounting principles generally accepted in the United States of America (GAAP) and audited in accordance with audit standards generally accepted in the United States of America by a firm of licensed certified public accountants or the Office of the State Auditor. Pursuant to that requirement, we hereby issue the comprehensive annual financial report of the City of Inver Grove Heights for the fiscal year ended December 31, 2017.

This report consists of management's representations concerning the finances of the City of Inver Grove Heights. Consequently, management assumes full responsibility for the completeness and reliability of all of the information presented in this report. To provide a reasonable basis for making these representations, management of the City of Inver Grove Heights has established a comprehensive internal control framework that is designed both to protect the government's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City of Inver Grove Heights' financial statements in conformity with GAAP. Because the costs of internal controls should not outweigh their benefits, the City of Inver Grove Heights' internal controls have been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

The City of Inver Grove Heights' financial statements have been audited by Abdo, Eick & Meyers, LLP a firm of licensed certified public accountants. The goal of the independent audit is to provide reasonable assurance that the financial statements of the City of Inver Grove Heights for the fiscal year ended December 31, 2017, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded based upon the audit, that there was a reasonable basis for rendering an unqualified opinion that the City of Inver Grove Heights' financial statements for the fiscal year ended December 31, 2017, are fairly presented in conformity with GAAP. The independent auditor's report is presented as the first component of the financial section of this report.

GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City of Inver Grove Heights' MD&A can be found immediately following the report of the independent auditors.

Profile of the Government

The City of Inver Grove Heights, incorporated in 1965, is a suburban community located about 12 miles south of the City of St. Paul, Minnesota in the eastern part of the state. This area is considered to be a major population and economic growth area in the state, and among one of the highly ranked economic growth areas in the country. The City of Inver Grove Heights currently occupies a land area of approximately 30 square miles and serves a population of 35,236. The City of Inver Grove Heights is empowered to levy a property tax on both real and personal properties located within its boundaries. While it is empowered by state statute to extend its corporate limits by annexation, Inver Grove Heights is still developing within its corporate limits and is bordered on all sides by other incorporated communities.

The City of Inver Grove Heights became a statutory city in 1974. The City operates under a statutory form of government consisting of a four-member city council and the mayor who is a voting member. Council members serve four-year staggered terms, with two council members elected every four years and the Mayor serves a two-year term. Among its primary duties, the city council makes laws, sets policies, adopts budgets and oversees a wide-ranging agenda for the community. The city administrator is appointed by the city council. The city administrator heads the administrative branch of city government and directs all city operations, projects and programs.

8150 Barbara Ave. Inver Grove Heights, MN 55077-3412 Telephone:
651-450-2500 • Fax: 651-450-2502

The City of Inver Grove Heights provides a full range of services, including police and fire protection, the construction and maintenance of highways, streets and other infrastructure; water and sewer services and recreational activities and cultural events.

The annual budget serves as a foundation for the City of Inver Grove Heights' financial planning and control. All departments of the City of Inver Grove Heights submit requests for appropriation for the following year to the city administrator, who uses this information to develop a proposed budget. This is presented to the city council for their review. The city council is required to adopt a proposed budget and tax levy by September 30. The council is required to hold public hearings on the proposed budget and to adopt a final budget by no later than December 28.

Factors Affecting Financial Condition

The information in the financial statements is perhaps best understood when it is considered from the broader perspective of the specific environment within which the City of Inver Grove Heights operates.

Local Economy. The City of Inver Grove Heights continues to experience growth in population and development. State Highway 52, which traverses north and south through the City, allows City residents and businesses a rapid and direct access directly north into downtown St. Paul and to Interstate Highway 94 which connects St. Paul with Minneapolis. This roadway has enhanced transportation throughout the metropolitan area for City residents and increased opportunity for further industrial, commercial and residential development. Interstate Highway 494 traverses east and west through the City and connects with Interstate Highway 694 to form a freeway loop around the entire Twin Cities Metropolitan area. The highway system provides Inver Grove Heights ready access to the downtowns of Minneapolis and St. Paul as well as the international airport.

Inver Grove Heights has several large industries which account for a significant portion of the City's commercial tax capacity. Some of the industries are highly automated and consequently are major taxpayers but not major employers.

Relevant Financial Policies. In 2017 the City implemented GASB #74 *Financial Reporting for Postemployment Benefit Plans Other than Pension Plans*, GASB #80 *Blending Requirements for Certain Component Units – an Amendment of GASB Statement No. 14*, GASB #81 *Irrevocable Split-Interest Agreements* and GASB #82 *Pension Issues an Amendment of GASB Statements No. 67, No. 68, and No 73*. Implementation did not have any financial effect on the City.

The primary financial goal of the City's investment policy is to ensure the safety of principal invested by the City. Cash temporarily idle during the year is invested in instruments authorized under *Minnesota Statute No. 118A*. Instruments authorized include certificates of deposit, commercial paper, and obligations of U.S. Treasury and government agencies. In order to achieve diversification the policy provides that, with the exception of U.S. Treasury securities, no more than 50% of the City's total investment portfolio will be invested with a single institution or in a single security type. A report summarizing investment activity and demonstrating compliance with this policy is prepared on a quarterly basis for City Council review. Cash balances from all City funds are pooled into an investment fund and investment income is distributed on a pro-rata basis at the end of each quarter.

Capital financing for major municipal improvements is provided through improvement bonds, general obligation bonds, tax increment bonds, or revenue bonds. Depending upon the project, special assessments may be levied upon properties to share in the cost of the improvement project. The special assessments are collected over a period of time and are used to help satisfy the improvement bond debt. Internal financing of improvement projects is usually minimal and only for short periods of time.

The City has adopted a comprehensive set of internal control procedures. The City's accounting system was developed and is continually evaluated to assure the adequacy of internal accounting controls. Internal accounting controls are designed to provide reasonable but not absolute assurance in the areas of: safeguarding assets against loss from unauthorized use or disposition, reliability of financial records, and convenience of access for preparing financial statements and maintaining accountability for assets. The concept of reasonable assurance recognizes that the evaluation of cost and benefits requires estimates and judgments by management, and the cost of a control should not exceed the benefits likely to be derived. All internal controls are evaluated against the above criteria. It is our belief that the City's internal accounting controls adequately safeguard the City's assets and also provide reasonable assurance of properly recording financial transactions.

Major Initiatives.

Community Development

In 2017, the Community Development Department experienced another busy year of construction and development activity. There was also a significant amount of work on planning, zoning, code compliance, housing, environmental, and economic development issues.

Inver Grove Heights had \$79 million of new construction in 2017 compared to \$65.5 million in 2016 and \$45.3 million in 2015. Total residential construction was 111 dwelling units, including 69 single-family units and 42 townhome units. In comparison, 51 single-family homes were built in 2016 and 28 in 2015. Residential additions and remodeling continued as homeowners reinvested in their homes. The City issued more than 2,000 building permits for residential additions and remodeling with a valuation of \$24.6 million dollars. Inver Grove Heights had \$11.1 million dollars of commercial and industrial construction in 2017, compared to \$15.6 million in 2016 and \$5.8 million in 2015.

New commercial construction projects included a 77 unit extended stay hotel. There were also major improvements and additions to the CHS Corporate Headquarter, Hyundai and Chevrolet auto dealerships, Walmart, Aldi grocery stores, and Travel Tags manufacturing facility

The City processed 71 zoning applications in 2017 about the same as the 77 applications in 2016 and 68 applications in 2015. More significantly, final approvals were granted for 86 new single-family lots, including another phase of the Blackstone developments, and 22 townhome lots. These residential developments lay the groundwork for continued residential construction in the next few years. The City continued construction of sanitary sewer, municipal water, and, with the cooperation of other governmental jurisdictions, transportation infrastructure to serve this growth.

Planning staff worked on ordinance amendments including data centers, commercial exterior building and property maintenance, short term parking, short term rentals, and residences as an accessory use in the commercial districts. Inver Grove Heights also adopted a rental license ordinance which requires all rental units to obtain a license and comply with the International Property Maintenance Ordinance.

The City also undertook an update of its long range Comprehensive Plan, a major undertaking. The process commenced in the spring of 2017 with public engagement and meetings with select property owners to discuss land use strategies. Numerous meetings were conducted with the City Council, Planning Commission, Economic Development Authority, and Housing Committee and land use alternatives were explored. Work will continue into 2018 with text revisions, further public input, public hearings, and adoption.

In economic development activities, the Inver Grove Heights Economic Development Authority (EDA) developed its first economic development strategic plan. This plan will be incorporated into the Comprehensive Plan Update. The EDA also approved a contract for another year of the 'Open to Business' program. This service provides technical and financial assistance to small businesses. In the Concord Neighborhood, the EDA acquired three additional residential properties from willing sellers and continued negotiations with six other property owners.

Police Department

The Police Department utilizes a team-based approach to its community-oriented policing activity. The department has redoubled its efforts to become more deeply engaged with the community. After one full year of scheduling patrol personnel on 12-hour shifts, this has proved to be an effective means of deploying department personnel. The change to patrol shift scheduling has resulted in increased patrol coverage and the ability to focus personnel on targeted problem-solving efforts. Officers participate in child safety fairs, children's safety camps, youth police academy, Town Hall meetings, Crime Free Multi-Housing, Neighborhood Watch Groups and many other events culminating in Minnesota Night to Unite in August, Inver Grove Heights Days in September, and a nine-week Citizen's Academy that starts in late September with the graduation in early November.

The Police Department remains active in a variety of programs, including: Alcohol and Tobacco Compliance Checks, Domestic Abuse Response Team (DART), Business Check Program, Bicycle Patrol, Intensive Supervision Program (ISP), Critical Incident Stress Management (CISM) team, and the driving diversion program. In addition, the department has an active Police Reserve Unit and Chaplain Corps that provides hundreds of hours of volunteer service in carrying out departmental objectives.

The Police Department maintains many strong connections with neighboring law enforcement agencies and public safety providers in and around Dakota County, including: the Dakota Communications Center (DCC), the Special Operations Team (SOT), the Incident Management Team (IMT), the regional Drug Task Force, MAAG (SWAT), Dakota County Electronic Crime Unit (ECU), and countywide Traffic Safety Initiative. The Police Department also partners with Independent School District No. 199 to co-fund a School Resource Officer (SRO) position.

In 2017, all police officers completed the nationally recognized 40-hour Crisis Intervention Training (CIT) program. Consistent with what is happening across the nation, the Police Department has seen an increase in the number and severity of mental health related crisis calls. CIT has already paid dividends, which can be measured through the successful use of de-escalation tactics used and effective resolution without the of traditional compliance tactics.

Fire Department

The number of emergency calls went up by 20% to 1,601 in 2017, resulting in a 34% increase in calls since the Duty Crew was started in January 2016. Of those total calls, 61% were for Emergency Medical Services (EMS). The rest involved a combination of many other classifications such as: fires, vehicle crashes, alarms (fire/carbon monoxide), etc. Of those 1,601 calls, 11% were concurrent calls where we had at least two calls at the same time. This was an 80% increase in the number of concurrent calls from 2016.

Recruitment and retention issues of non-career personnel started to affect Inver Grove Heights, as well as other local departments that have not experienced issues in the past. For the previous 9 years, we have averaged losing 5 firefighters per year, but were able to recruit enough people to replace 100% of those who left. However, in 2017, we had 9 firefighters resign or retire and were only able to hire 3 replacements. The Truck Committee completed the design for a new pumper/tender truck. Pierce Manufacturing began building on that design and is expected to complete the build and deliver the truck in March 2018.

Land was purchased in 2017 for a third fire station, an architectural firm was hired, and design of the station has started. The station is anticipated to begin construction in the spring of 2018 with a completion of spring 2019. From this new station, response times to the southern part of the city will be reduced. By reducing response times, the Fire Department will be able to improve its quality of care and safety and could also provide a benefit for both residences and businesses in the south by helping them achieve significant reductions in insurance rates. The fire department, city water supply and county dispatch center were evaluated by the Insurance Services Office (ISO). Again, we saw an improvement in the ratings.

The Fire Explorer program for youth between the ages of 14 and 20 continues to be successful. This program has always served as an excellent feeder program for the Fire Department, providing 12 out of our 65 firefighters. Advisors for the program include previous Explorers and active Firefighters who have children in the program.

The Fire Department continues to be very involved in community activities and public education. Inver Grove Heights Beyond the Yellow Ribbon Program, state-wide Veteran's Day celebration, various career fairs, Fire Prevention Week Open House, teaching at safety camps, staffing Inver Grove Heights Days displays and presentations, and attending Night to Unite and safety fairs are some of the bigger events.

Public Works

Public Works continues to oversee the street reconstruction program, a street mill and overlay program and a street crack seal and seal coating program. These programs will ensure a well-maintained roadway infrastructure. The 2017 urban street reconstruction project rebuilt 0.71 mile of street. The crack seal and seal coat projects covered 9.41 and 13.63 miles of street, respectively. The street system was expanded by 0.76 mile in 2017 with the construction of streets in new residential developments.

In 2017, two trunk water main utility extension projects were completed; one of which was in cooperation with a developer and one that included the construction of an emergency connection to the City of Eagan's water system. The street reconstruction project also included a number of storm water quality improvement features. A new storm water quality treatment basin was constructed in an older portion of the City to provide treatment of storm water prior to discharge to the Mississippi River. As part of the implementation of the ADA Transition Plan, pedestrian ramp improvements were completed at a number of location throughout the City.

Parks & Recreation

The City is actively pursuing acquisition of the four remaining properties along Doffing Ave to be a part of Heritage Village Park using grant funds from the 2014 State Bonding Bill. Plans for 2018 include the construction of a 10-acre dog park for residents and their four-legged friends to enjoy along with preparing the remainder of the properties for future park development. The City is also actively pursuing the purchase of 5-10 acres of land for the first public park in the NW area and hopes to begin development in 2018.

Working cooperatively with the National Guard, the City plans to replace the parking lot at the VMCC in 2018 which is in desperate need of resurfacing.

After a successful East Rink floor replacement project in 2017, the West Rink floor will be replaced in 2018 and the City has partnered with the City of Rosemount who will pay for 90% of the estimated \$1,000,000 project in exchange for the ability to purchase 550 hours of ice time annually for the next ten-year time frame for their growing youth hockey program.

Recreation staff has written a grant application to Dakota County through the Statewide Health Improvement Plan (SHIP) for an Active Living Programming Master Plan. If successful, the grant would assist the City in engaging the community about the programs and services they desire to stay healthy and active and how these programs and services are administered and funded.

Inver Wood will also see their parking lot replaced this construction season and a facelift will be given to the starter building and new roof on the comfort station. In addition, a few of the timber staircases on the course will be replaced for safety purposes.

Administration

In 2017, the Administration Department of the City continued many of the trends set by the initiatives introduced in 2016. For example, to expand on the upgrade in the election equipment system, the City purchased iPads in conjunction with federal funding through Dakota County, for each polling place used in the elections, enhancing the management of the elections process.

Following the initiative in environmental sustainability, the City was able to reach the 2nd step in the GreenSteps City program, achieving additional activities relating to the promotion of sustainable practices. In addition, the City participated in a Solar Garden initiative, and successfully bid for ten opportunities to subscribe to Solar Garden output. The City has installed solar panels on the roofs of the Community Center and City Hall. Last, the City is in the process of establishing its own Sustainability Program by partnering with Republic Services and the Dakota County Environmental Legacy Fund.

The Government Intern position was continued successfully with a new individual, who is focusing on many of the environmental initiatives described above, as well as on the SAC Loan program for new or expanding businesses.

The City continued its very successful Volunteer Program, increasing the number of volunteer work hours overall, by a remarkable 41%, across all departments. The activities in which volunteers participate for the Administration Department includes the ongoing city-wide Scanning Project that just completed its second full year, and surpassed 200,000 records scanned, labeled, and made searchable for ease of access in an electronic format. Those records include all Community Development, Parks & Recreation Commission meetings, Administration Policies, Resolutions, and documents relating to the construction upgrade to the Veterans Memorial Community Center and City Hall/Public Safety Addition.

The Human Resources Manager and Administrative Services Coordinator processed over 700 job applications and nearly 300 background checks, including aiding in the search for and successful conclusion of a new Police Chief being hired. In addition, a Classification and Compensation Study was completed, and all staff underwent Customer Service Training. The City Clerk managed the City website revision process with successful implementation occurring in August.

Technology continues to be central to many, if not all, of these achievements. In addition to the successful upgrade of the telephone system late in 2017, the move to Microsoft Office 365 created a much-needed consistency to systems, allowing for greater ease of access and reliability of service.

For the Future. The City's Comprehensive Plan sets forth goals, policies, and plans for the City's future growth and development over the next 20 years. The City has undertaken an update of the Comprehensive Plan, last revised in 2008. The comprehensive plan update will address land use, transportation, utilities, parks, housing, environmental, and economic development issues. 2018 activities will include text and plan revisions, further public input, a formal public hearing, distribution to adjacent municipalities and adoption.

A major focus of the Comprehensive Plan is the continued expansion of infrastructure and subsequent development of the northwest part of the City, an area of approximately five square miles. Construction of the first segment of sanitary sewer and municipal water occurred in 2009 with further extensions in 2016, 2017, and 2018. The City also selected an alignment of Argenta Trail, a future regional arterial roadway which will extend between two future interchanges at Interstate 494 and State Highway 55. Major transportation improvements include the expansion of the Argenta Trail/ Highway 55 intersection in 2017 and the construction of Highway 3/County Road 26 roundabout and 65th Street in 2018. These public improvements will serve the several residential developments that the City approved in recent years, as well as future residential, commercial and office development.

The City is also concentrating on redevelopment in the Concord Boulevard Neighborhood, an area adjacent to the Mississippi River. The City's goals are to improve the existing residential neighborhood, strengthen and increase commercial activities, increase property values, and provide additional employment opportunities. In the last few years, the City updated its Concord Boulevard Neighborhood Plan and has been acquiring properties and undertaking environmental investigations and remediation. The City has also successfully obtained State and County grants to financially support these redevelopment efforts. In addition to the Concord Neighborhood, the City continues to work on the acquisition and environmental investigation of a property, currently owned by the Minnesota Department of Transportation, for future office development.

The Inver Grove Heights Economic Development Authority continues to work with Progress Plus, a public-private non-profit foundation, the Metropolitan Consortium of Community Developers, a regional economic development organization, and the Dakota County Community Development Authority to undertake various economic development activities. This work includes marketing, business retention, business recruitment, research, and technical and financial assistance to small businesses.

The Police Department's 2018 initiatives include: expansion of the department's social media presence, expansion of outreach efforts in high call volume locations, creation of an online "Transparency Center" on the Police Department's webpage, and implementation of an annual Community Safety Survey to help guide assessment of annual policing priorities.

The Fire Department continues to move forward with the planning stage for a third fire station. The site has been purchased and an architect has been hired for final design.

In 2018, it is anticipated that two trunk utility projects will start construction in the Northwest Area. The proposed Pavement Management Program will involve work on 25.77 miles of streets. The program will include reconstruction, crack seal and seal coat projects. The City will partner with Dakota County on a road intersection improvement projects that will include a roundabout at TH 3 and 70th Street and turn lane and traffic signal revisions at TH 3 and Diffley Road. The City is also preparing a reconstruction project for a portion of TH 3 to prepare for the construction of the connection of 65th Street in 2019.

The Parks and Recreation Advisory Commission is working on updating the Master Plans for North Valley, South Valley, and Seidel's Lake parks in preparation for updating the amenities offered to residents.

Pickleball has continued to grow in popularity in the City. There is a growing group playing at the VMCC gymnasium during the winter months, and in our parks on dual purpose tennis courts in the summer months. It is anticipated that dedicated outdoor courts will be needed in the near future to meet the sport's growing popularity, especially among active older adults.

The Commission is exploring the possibility of adding an archery range to the park system for those who aspire to hit the "bullseye". They are also exploring the possibility of selling excess park land for development so the proceeds can be used on parks capital projects, and so the property can generate tax revenue.

We will be working with Dakota County and CHS Inc. on plans to construct a trail on the east side of Babcock Trail between Upper 55th and 494 in 2019.

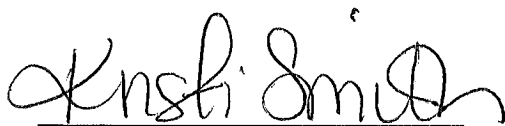
Awards and Acknowledgements

The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Inver Grove Heights for its comprehensive annual financial report (CAFR) for the fiscal year ended December 31, 2016. This was the thirtieth (30) consecutive year that the City has received this prestigious award. In order to be awarded a Certificate of Achievement, the government has published an easily readable and efficiently organized CAFR. This report satisfied both GAAP and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current CAFR continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

The preparation of this report would not have been possible without the dedicated services of the Finance Department staff. We would like to express our appreciation to all members of the department who assisted and contributed to the preparation of this report. Credit must also be given to the Mayor and City Council for their unfailing support for maintaining the highest standards of professionalism in the management of the City of Inver Grove Heights' finances.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Kristi Smith", written over a horizontal line.

Kristi Smith
Finance Director



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**City of Inver Grove Heights
Minnesota**

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

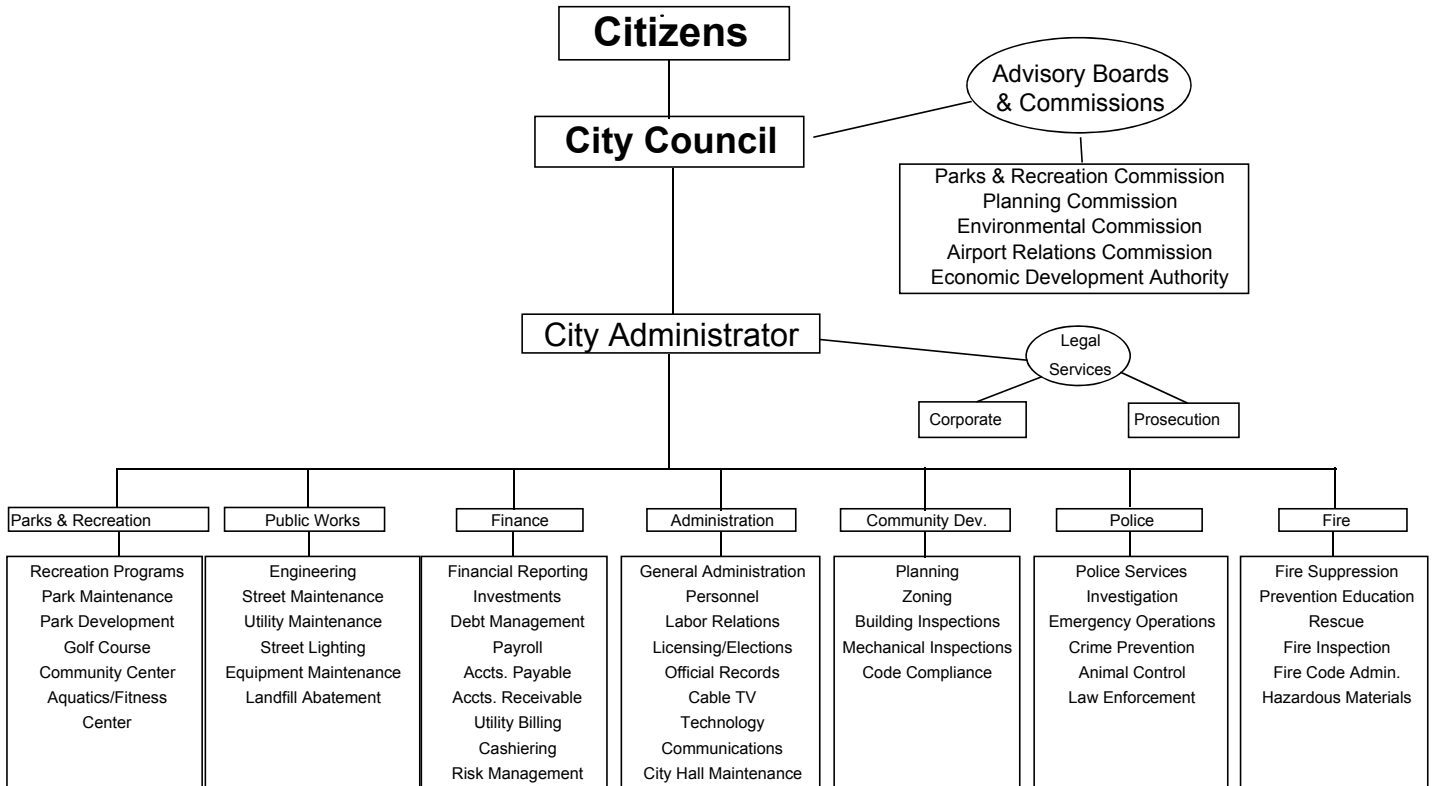
December 31, 2016

Christopher P. Morill

Executive Director/CEO

CITY OF INVER GROVE HEIGHTS, MINNESOTA

ORGANIZATION CHART



City of Inver Grove Heights, Minnesota
Elected and Appointed Officials
For the Year Ended December 31, 2017

ELECTED

Name	Title	Term Expires
George Tourville	Mayor	12/31/18
Tom Bartholomew	Council Member	12/31/20
Rosemary Piekarski Krech	Council Member	12/31/18
Kara Perry	Council Member	12/31/20
Paul Hark	Council Member	12/31/18

APPOINTED

Name	Title
Joe Lynch	City Administrator
Kristi Smith	Finance Director
Paul Schnell	Police Chief
Judy Smith-Thill	Fire Chief
Scott Thureen	Director of Public Works
Thomas Link	Director of Community Development
Eric Carlson	Director of Parks and Recreation

FINANCIAL SECTION
CITY OF INVER GROVE HEIGHTS
INVER GROVE HEIGHTS, MINNESOTA

FOR THE YEAR ENDED
DECEMBER 31, 2017

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INDEPENDENT AUDITOR'S REPORT

Honorable Mayor and City Council
City of Inver Grove Heights, Minnesota

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Inver Grove Heights, Minnesota (the City), as of and for the year ended December 31, 2017, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City as of December 31, 2017, and the respective changes in financial position and, where applicable, cash flows thereof and the respective budgetary comparison for the General fund and Community Center special revenue fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

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Other Matters

Required Supplementary Information

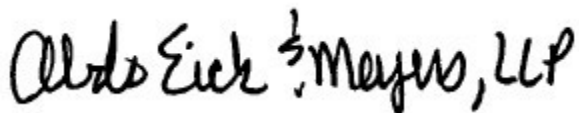
Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis Page 27 and the Schedules of Employer's Share of the Net Pension Liability, the Schedules of Employer's Contributions, Schedule of Changes in the Fire Relief Association's Net Pension Liability (Asset) and Related Ratios and the Schedule of Funding Progress for the Other Postemployment Benefit Plan starting on page 102 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The introductory section, statistical section and combining and individual fund financial statements and schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual fund financial statements and schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, combining and individual fund financial statements and schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory section and statistical section have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on them.



ABDO, EICK & MEYERS, LLP
Minneapolis, Minnesota
May 7, 2018

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Management's Discussion and Analysis

As management of the City of Inver Grove Heights, Minnesota, (the City), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended December 31, 2017. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found on pages 11 - 17 of this report.

Financial Highlights

- The assets and deferred outflows of resources of the City exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by \$195,501,411 (net position). Of this amount, \$42,647,164 (unrestricted net position) may be used to meet the City's ongoing obligations to citizens and creditors.
- The City's net position for governmental activities decreased \$53,374 and business-type activities decreased \$1,745,175, resulting in a total decrease of \$1,798,549, mainly as a result of expenses related to Golf Course repair and maintenance for irrigation system and bunker upgrades.
- As of the close of the current fiscal year, the City's governmental funds reported combined ending fund balances of \$44,539,848, an increase of \$4,306,380 in comparison with the prior year.
- At the end of the current fiscal year, unassigned fund balance for the General fund was \$10,038,550, or 44.7 percent of next year's budgeted expenses.
- The City's total debt increased \$5,177,538, (9.8 percent) during the current fiscal year. The increase was due to issuing General Obligation refunding bonds, General Obligation revenue bonds.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplemental information in addition to the basic financial statements themselves.

The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data. The statements are followed by a section of combining and individual fund financial statements and schedules that further explains and supports the information in the financial statements. In addition to these required elements, we have included a section with combining and individual fund financial statements and schedules that provide details about nonmajor governmental funds, which are added together and presented in single columns in the basic financial statements.

Government-wide Financial Statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all of the City's assets, deferred outflows, liabilities, and deferred inflows, with the difference between them reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The *statement of activities* presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenue (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City include general government, public safety, public works, culture and recreation, community development, and interest on long-term debt. The business-type activities of the City include water and sewer utilities and the golf course.

The government-wide financial statements start on page 39 of this report.

Fund Financial Statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds. *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact by the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City maintains numerous individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures and changes in fund balances for the General fund, Improvement Bonds, Community Center, Closed Bond, Local Improvement Construction, Pavement Management and the Host Community funds, which are all considered to be major funds. Data from the other governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these nonmajor governmental funds is provided in the form of *combining statements or schedules* elsewhere in this report.

The City adopts an annual appropriated budget for its General fund. A budgetary comparison statement has been provided for this fund to demonstrate compliance with its budget.

The basic governmental fund financial statements start on page 44 of this report.

Proprietary Funds. Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for all the water, sewer, and golf course funds, which are considered to be major funds of the City. Conversely, all internal service funds are combined into a single aggregated presentation in the proprietary fund financial statements. Individual fund data for the internal service funds is provided in the form of combining statements elsewhere in this report.

The City maintains two different types of proprietary funds. *Enterprise funds* are used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses enterprise funds to account for its water, sanitary sewer and golf operations. *Internal service funds* are an accounting device used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for compensated absences, risk management, central equipment maintenance, office supplies and equipment, city facilities, and technology. Because these services predominantly benefit governmental rather than business-type activities, they have been included within governmental activities in the government-wide financial statements.

The basic proprietary fund financial statements start on page 54 of this report.

Fiduciary Funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the City. Fiduciary funds are *not* reflected in the government-wide financial statements because the resources of those funds are not available to support the City's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds.

The basic fiduciary fund financial statement can be found on page 60 of this report.

Notes to the Financial Statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements start on page 61 of this report.

Other Information. In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the City's progress in funding its obligation to provide pensions and other postemployment benefits to its employees.

Required supplementary information can be found starting on page 102 of this report.

The combining statements referred to earlier in connection with nonmajor governmental funds and internal service funds are presented following the required supplementary information.

Combining and individual fund financial statements and schedules start on page 112 of this report.

Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by \$195,501,411 at the close of the most recent fiscal year.

By far, the largest portion of the City's net position (73.0 percent) reflects its investment in capital assets (e.g., land, buildings, machinery and equipment) less any related debt used to acquire those assets that is still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

City of Inver Grove Heights' Summary of Net Position

	Governmental Activities			Business-type Activities		
	2017	2016	Increase (Decrease)	2017	2016	Increase (Decrease)
Assets						
Current and other assets	\$ 70,789,760	\$ 68,433,673	\$ 2,356,087	\$ 18,971,134	\$ 15,788,084	\$ 3,183,050
Capital assets, net of depreciation	115,471,586	116,806,661	(1,335,075)	66,341,867	66,770,806	(428,939)
Total Assets	186,261,346	185,240,334	1,021,012	85,313,001	82,558,890	2,754,111
Deferred Outflows of Resources						
Deferred charge on refunding	41,407	61,282	(19,875)	212,549	231,726	(19,177)
Deferred pension resources	8,904,871	12,586,192	(3,681,321)	270,061	476,972	(206,911)
Total Deferred Outflows or Resources	8,946,278	12,647,474	(3,701,196)	482,610	708,698	(226,088)
Liabilities						
Noncurrent liabilities outstanding	47,308,703	56,257,717	(8,949,014)	24,564,336	20,609,292	3,955,044
Other liabilities	2,532,792	3,418,734	(885,942)	1,127,991	891,533	236,458
Total Liabilities	49,841,495	59,676,451	(9,834,956)	25,692,327	21,500,825	4,191,502
Deferred Inflows of Resources						
Deferred pension resources	9,708,847	2,500,701	7,208,146	259,155	177,459	81,696
Net Position						
Net investment in capital assets	93,604,421	96,443,126	(2,838,705)	49,136,855	48,192,046	944,809
Restricted	10,112,971	8,666,803	1,446,168	-	-	-
Unrestricted	31,939,890	30,600,727	1,339,163	10,707,274	13,397,258	(2,689,984)
Total Net Position	\$135,657,282	\$135,710,656	\$ (53,374)	\$ 59,844,129	\$ 61,589,304	\$ (1,745,175)

An additional portion of the City's net position (5.2 percent) represents resources that are subject to external restrictions on how they may be used. The remaining balance of *unrestricted net position* (\$42,647,164) may be used to meet the City's ongoing obligations to citizens and creditors.

At the end of the current fiscal year, the City is able to report positive balances in all three categories of net position, both for the City as a whole, as well as for its separate governmental and business-type activities. The same situation held true for the prior fiscal year.

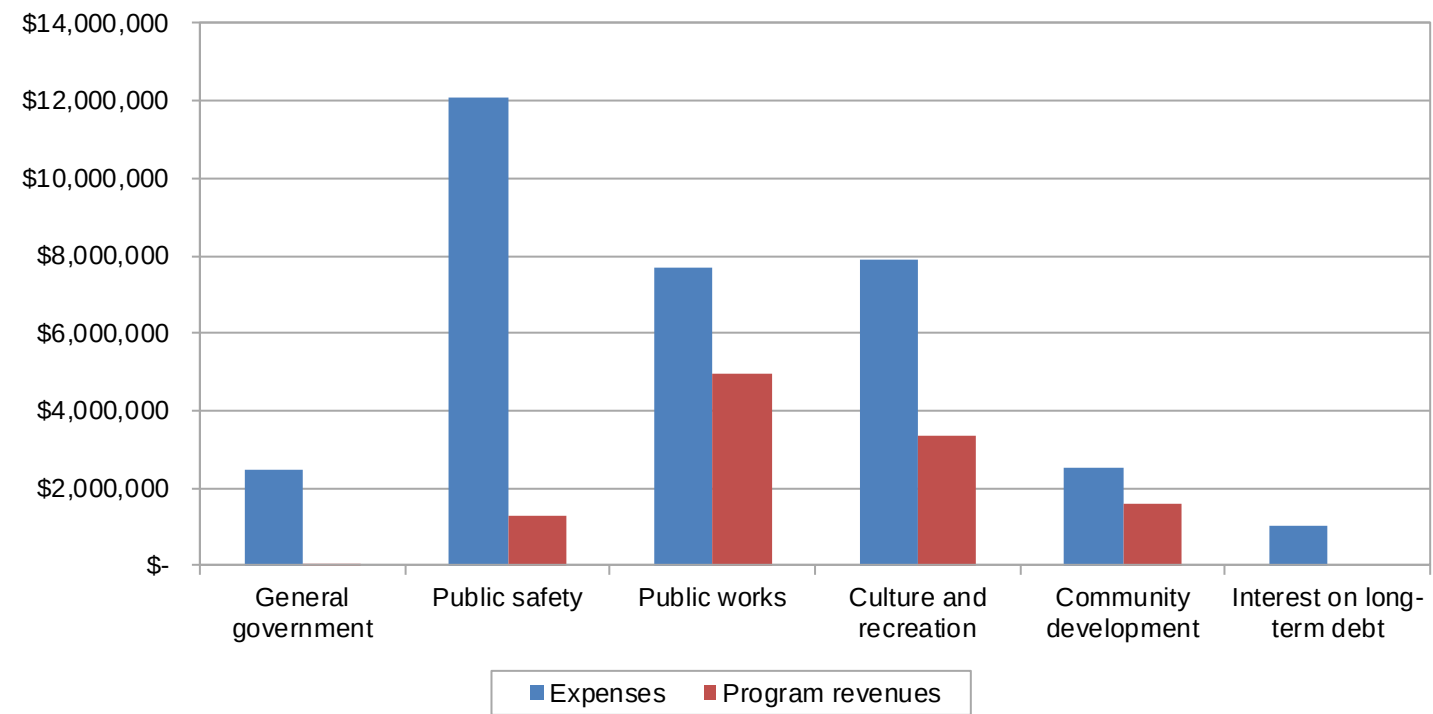
Significant changes from the prior year are noted below:

City of Inver Grove Heights' Changes in Net Position

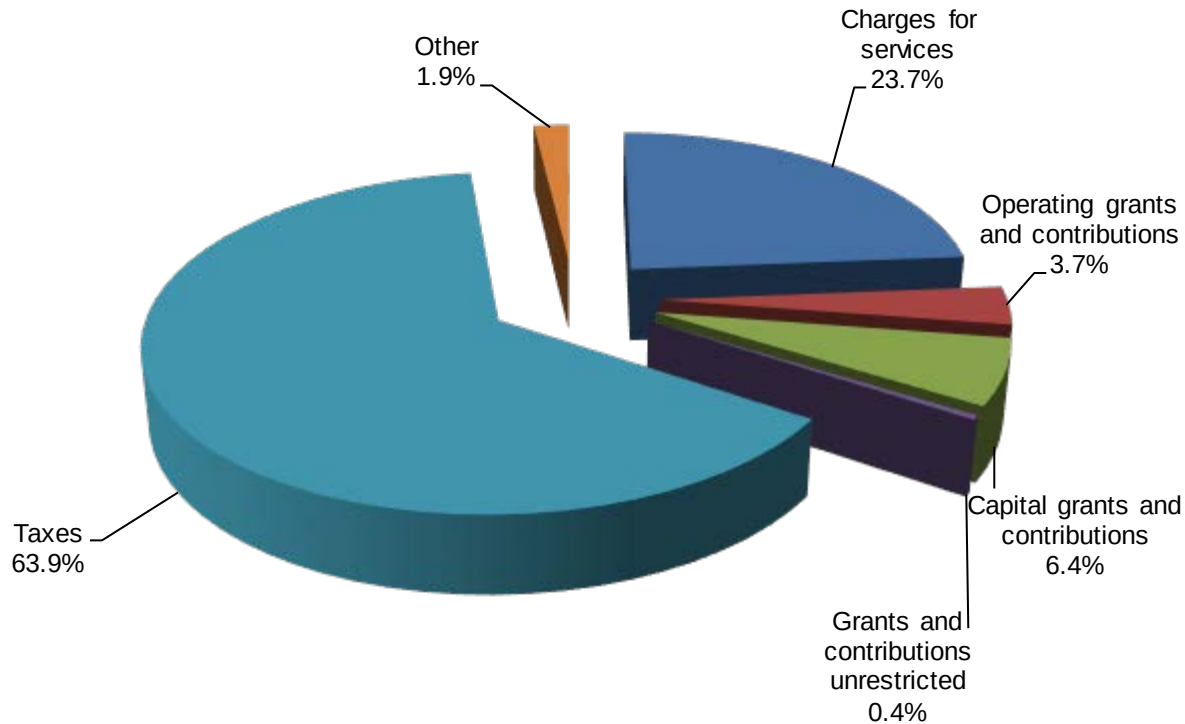
	Governmental Activities			Business-type Activities		
	2017	2016	Increase (Decrease)	2017	2016	Increase (Decrease)
Revenues						
Program Revenues						
Charges for services	\$ 7,873,673	\$ 8,584,439	\$ (710,766)	\$ 7,979,597	\$ 7,465,613	\$ 513,984
Operating grants and contributions	1,219,181	986,082	233,099	8,283	12,345	(4,062)
Capital grants and contributions	2,125,371	5,079,885	(2,954,514)	1,392,096	2,175,951	(783,855)
General Revenues						
Taxes						
Property taxes	19,395,888	18,068,901	1,326,987	-	-	-
Tax increment	1,578,646	1,959,743	(381,097)	-	-	-
Other taxes	241,420	231,773	9,647	-	-	-
Grants and contributions not restricted to specific programs	146,791	280,346	(133,555)	-	-	-
Unrestricted investment earnings	545,279	345,223	200,056	205,234	147,465	57,769
Gain on sale of capital assets	89,116	78,545	10,571	-	-	-
Total Revenues	<u>33,215,365</u>	<u>35,614,937</u>	<u>(2,399,572)</u>	<u>9,585,210</u>	<u>9,801,374</u>	<u>(216,164)</u>
Expenses						
General government	2,481,001	2,996,056	(515,055)	-	-	-
Public safety	12,087,235	10,727,458	1,359,777	-	-	-
Public works	7,690,391	8,887,750	(1,197,359)	-	-	-
Culture and recreation	7,919,434	6,768,580	1,150,854	-	-	-
Community development	2,540,933	1,599,270	941,663	-	-	-
Interest on long-term debt	1,007,774	926,142	81,632	-	-	-
Water	-	-	-	2,705,498	2,562,739	142,759
Sewer	-	-	-	4,265,285	3,571,159	694,126
Golf course	-	-	-	3,901,573	1,486,481	2,415,092
Total Expenses	<u>33,726,768</u>	<u>31,905,256</u>	<u>1,821,512</u>	<u>10,872,356</u>	<u>7,620,379</u>	<u>3,251,977</u>
Change in Net Position before Transfers	(511,403)	3,709,681	(4,221,084)	(1,287,146)	2,180,995	(3,468,141)
Transfers (Net)	<u>458,029</u>	<u>(348,000)</u>	<u>806,029</u>	<u>(458,029)</u>	<u>347,999</u>	<u>(806,028)</u>
Change in Net Position Net Position, January 1	(53,374)	3,361,681	(3,415,055)	(1,745,175)	2,528,994	(4,274,169)
	<u>135,710,656</u>	<u>132,348,975</u>	<u>3,361,681</u>	<u>61,589,304</u>	<u>59,060,310</u>	<u>2,528,994</u>
Net Position, December 31	<u>\$135,657,282</u>	<u>\$135,710,656</u>	<u>\$ (53,374)</u>	<u>\$ 59,844,129</u>	<u>\$ 61,589,304</u>	<u>\$ (1,745,175)</u>

Governmental Activities. Governmental activities decreased the City's net position by \$53,374. This decrease was primarily the result of increased expenditures due to capital improvement projects in the current year. The following graph depicts various governmental activities and shows the revenues and expenses directly related to those activities.

Expenses and Program Revenues - Governmental Activities



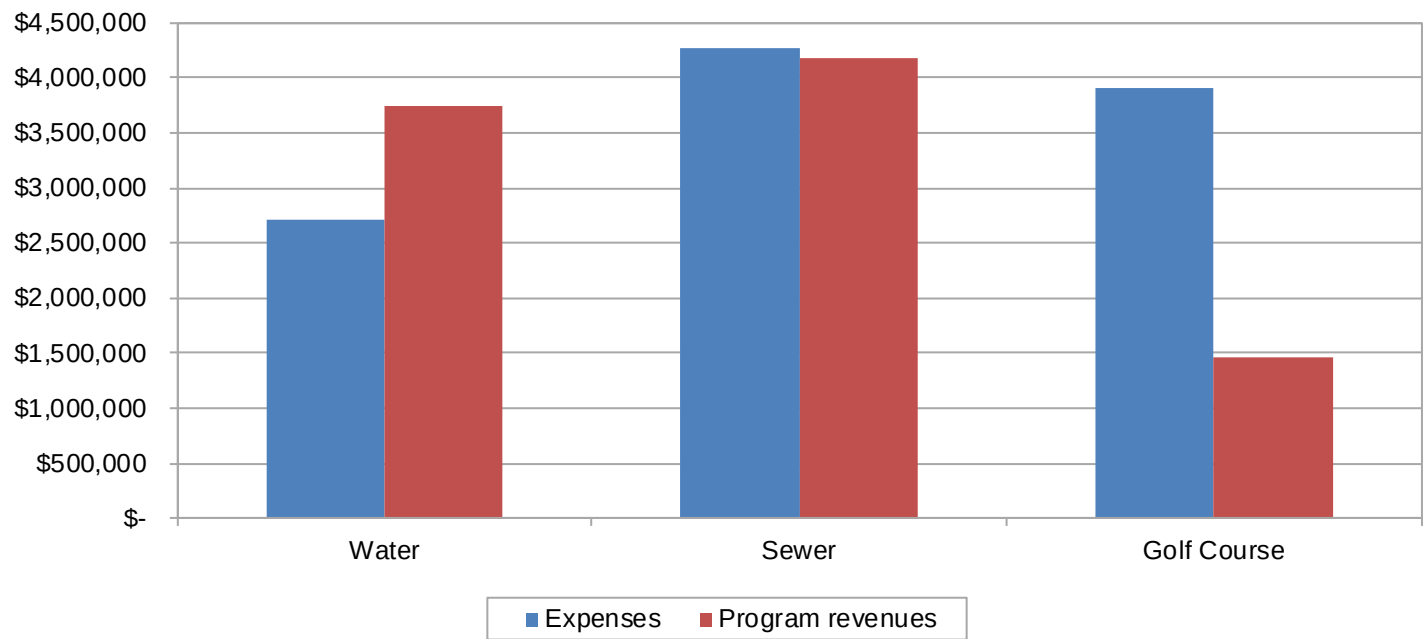
Revenues by Source - Governmental Activities



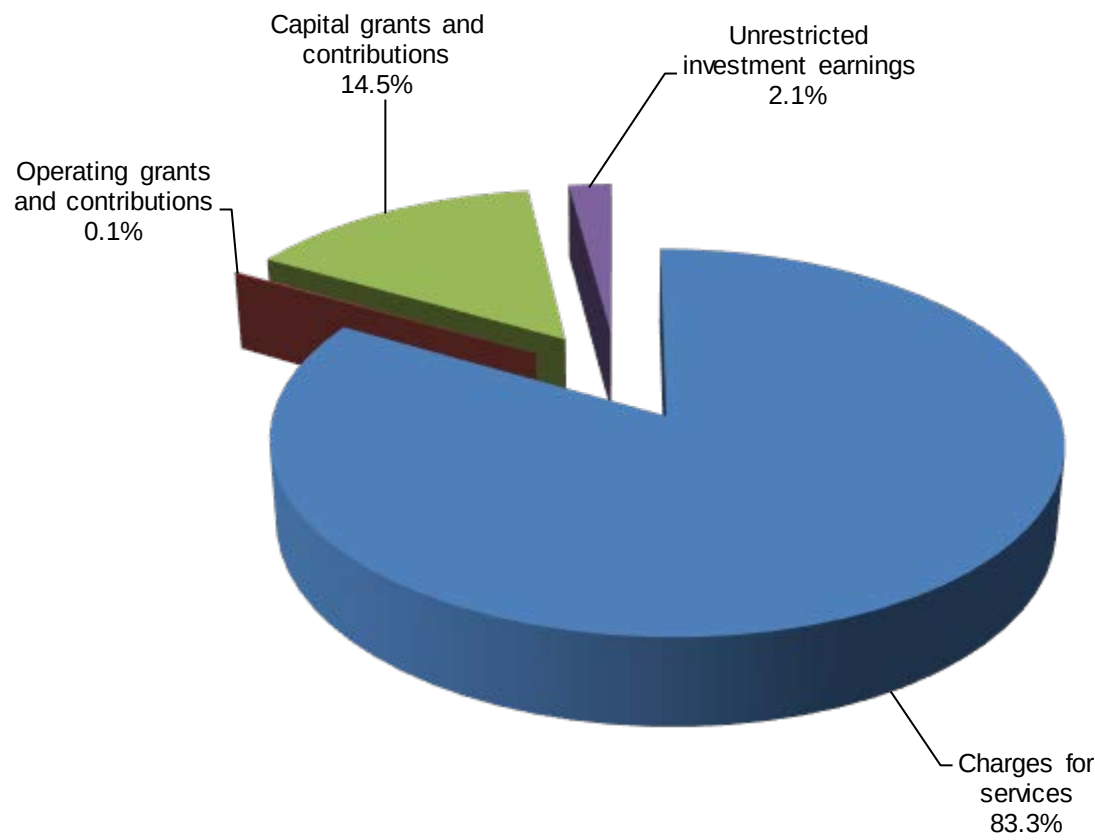
Business-type Activities. The net position of business-type activities decreased by \$1,745,175. This decreased was primarily the result of an increase in expense due to capital improvement projects that were offset with net transfers from internal activities to governmental activities of \$458,029. A loss on disposal of \$2,286,884 of Golf Course construction in progress also contributed to the decrease.

Below are graphs showing the business-type activities revenue and expense comparisons.

Expenses and Program Revenues - Business-type Activities



Revenues by Source - Business-type Activities



Financial Analysis of the City's Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds. The focus of the City's *governmental funds* is to provide information on near-term inflows, outflows and balances of *spendable* resources. Such information is useful in assessing the City's financing requirements. In particular, *unassigned fund balance* may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the City's governmental funds had combined ending fund balances of \$44,539,848, an increase of \$4,306,380 in comparison with the prior year. Approximately 14.1 percent of this total amount, \$6,296,991, constitutes *unassigned fund balance*, which is available for spending at the City's discretion. The remainder of fund balance is not available for new spending because it is either 1) nonspendable \$158,956, 2) restricted \$20,275,918, 3) committed \$738,817, or 4) assigned \$17,069,166. For further classification refer to Note 3E starting on page 81 of this report.

Activity in the City's major funds is discussed below:

Major Fund	Fund Balances December 31,		Increase (Decrease)
	2017	2016	
General	\$ 10,179,745	\$ 9,615,928	\$ 563,817
The General fund is the chief operating fund of the City. As a measure of the General fund's liquidity, it may be useful to compare total fund balance to the following year's budget. The fund balance is 44.6 percent of next year's budgeted expenses. The General fund continues to receive an annual transfer from the Host Community fund, which allowed for an increase in fund balance.			
Improvement Bonds	\$ 12,425,517	\$ 12,050,396	\$ 375,121
The Improvement Bonds fund has a total fund balance of \$12,425,517, all of which is restricted for the payment of debt service. The net increase in fund balance was the result of tax and assessment revenues over debt service disbursements.			
Closed Bond	\$ 2,061,223	\$ 2,281,481	\$ (220,258)
The Closed Bond fund has a total fund balance of \$2,061,223, of which all is assigned for capital improvements. The net decrease in fund balance of \$220,258 was due to an anticipated transfer out to spend down available reserves.			
Local Improvement Construction	\$ 761,682	\$ 1,468,432	\$ (706,750)
The Local Improvement Construction fund was established to account for the governmental portion of improvement projects. The decrease was primarily the result of the use of reserves for capital projects. Currently \$2,716,023 of the 2015A bonds issued are unspent, which is restricted for capital improvements.			
Pavement Management	\$ 5,538,455	\$ 2,319,917	\$ 3,218,538
The Pavement Management fund was established to account for the governmental portion of capital projects. \$5,392,972 of the ending fund balance is assigned for capital improvements. The increase is due to a transfer in from other funds and reimbursement of prior year project costs from the 2017B bond.			
Host Community	\$ 4,194,911	\$ 3,651,788	\$ 543,123
Charges for services for 2017 totaled \$2,108,572. These were offset with transfers out of \$1,445,497 to other funds for various needs of the funds including operations and capital projects. The balance of \$4,194,911 is assigned for capital improvements.			
Community Center	\$ (1,786,819)	\$ (1,112,695)	\$ (674,124)
Charges for services for 2017 totaled \$2,235,649. The fund also received transfers of \$1,070,056 to assist with operating and capital costs. A transfer out of \$644,033 was made to transfer funds for project costs to the Local Improvement Construction fund.			

Proprietary Funds. The City's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail. At the end of the year, unrestricted net position of the enterprise funds amounted to \$10,707,274. Other factors concerning the finances of these funds have already been addressed in the discussion of the City's business-type activities.

General Fund Budgetary Highlights

The City's General fund budget was amended during the year. The original budget called for a \$63,000 increase in fund balance and the final budget anticipated use of \$133,100 of fund balance due to carryover requests from the 2016 budget. Revenues were more than budget by \$287,443, primarily due to taxes and licenses and permits coming over budget by \$184,621 and \$183,586 respectively. Expenditures were \$442,815 less than budgeted amounts, primarily due to expenditures for public safety coming in under budget by \$266,129.

Capital Asset and Debt Administration

Capital Assets. The City's investment in capital assets for its governmental and business-type activities as of December 31, 2017, amounts to \$181,813,453 (net of accumulated depreciation). This investment in capital assets includes land (tangible and intangible), buildings, improvements, machinery and equipment, park facilities, roads and bridges, and other infrastructure.

Major capital asset events during the current fiscal year included the following:

- Purchases of \$761,405 were made by the Public Works Department to acquire machinery and equipment. This includes \$182,287 for a Bobcat Utility Vehicle, a Bobcat Track Loader with Mulching Head, Groundmaster Riding Mower, Pronovost Snow Blower, and Rim Clamp Tire Changer. Additionally, the Public Works Department acquired two Mack Trucks, a Tymco 600 Mounted Street Sweeper, and a Ford F550 for \$579,118. The Water Department installed an Exterior Control Panel for the Forest Haven Lift Station at \$39,924. Equipment was purchased on behalf of the City's Public Safety Department, which includes \$48,239 for a Vehicle Fire Training Simulator and Trailer, along with \$158,958 for 4 new Squads and an unmarked Vehicle. \$194,057 in 5 Pickups for the Utility, Parks Maintenance, Engineering and Inspections Departments. The Golf Course spent \$56,250 for an upgrade of its Golf Course Starter Shack. The Veterans Memorial Community Center added new Water Park Features for \$185,000. City Hall has purchased two new Office Cubicles for \$14,279. Park and Recreation added new Playground Equipment at Arbor Pointe Park for \$61,521. New Technology includes a new Telephone System, Digital Storage, Police Server, and add-ons to the Inspections Department's Software Package totaling \$287,473.
- Donated infrastructure and systems included \$198,457 for the Tipperary Development of streets, sidewalks, right of ways, permanent easements, storm sewer, sanitary sewer, and water main. Projects included \$3,861,426 for the 47th Street Improvement and Rehab, and 47th Street Reconstruction.
- The City has construction commitments relating to Street, Water, and Storm Water construction projects. The remaining commitment at year-end for these projects total \$638,439. In addition, constructions in progress at year-end for both governmental and business-type activities total \$18,098,382.

City of Inver Grove Heights' Capital Assets (Net of Depreciation)

Additional information on the City's capital assets can be found in Note 3B starting on page 74 of this report.

	Governmental Activities			Business-type Activities		
	2017	2016	Increase (Decrease)	2017	2016	Increase (Decrease)
Land	\$ 30,721,187	\$ 30,693,007	\$ 28,180	\$ 2,880,405	\$ 2,880,405	\$ -
Construction in Progress	8,412,622	9,366,082	(953,460)	9,685,760	9,310,932	374,828
Infrastructure	50,596,832	49,864,841	731,991	-	-	-
Buildings and Systems	17,606,641	18,851,423	(1,244,782)	52,519,578	53,159,183	(639,605)
Improvements other than Buildings	3,843,325	4,129,786	(286,461)	979,858	1,083,667	(103,809)
Machinery and Equipment	4,290,979	3,901,522	389,457	276,266	336,619	(60,353)
Total	\$115,471,586	\$116,806,661	\$ (1,335,075)	\$ 66,341,867	\$ 66,770,806	\$ (428,939)

Long-term Debt. At the end of the current fiscal year, the City had total bonded debt outstanding of \$56,780,000. All of the City's bonds are backed by the full faith and credit of the City. During the year, the City issued \$5,685,000 in G.O. Sewer Refunding Revenue Bonds, Series 2017A, and \$3,505,000 in G.O. Improvement Bonds, Series 2017B.

The City's bond rating from Standard and Poor's was upgraded from "AA" to "AA+" in December 2017.

State statutes limit the amount of G.O. debt a Minnesota city may issue to 3 percent of total estimated market value. The current debt limitation for the City is \$98,103,239. Only the \$24,585,000 in G.O. bonds is counted within the statutory limitation. The other debt of the City is either wholly or partially financed by revenues other than a general tax levy.

City of Inver Grove Heights' Outstanding Debt

	Governmental Activities			Business-type Activities		
	2017	2016	Increase (Decrease)	2017	2016	Increase (Decrease)
G.O. Bonds	\$ 24,585,000	\$ 25,315,000	\$ (730,000)	\$ -	\$ -	\$ -
G.O. Special Assessments Bonds	8,355,000	6,145,000	2,210,000	-	-	-
G.O. Tax Increment Bonds	1,115,000	1,665,000	(550,000)	-	-	-
G.O. Revenue Bonds	-	-	-	22,725,000	18,600,000	4,125,000
Bond Premium	602,164	533,957	68,207	472,427	418,096	54,331
Total	\$ 34,657,164	\$ 33,658,957	\$ 998,207	\$ 23,197,427	\$ 19,018,096	\$ 4,179,331

Additional information on the City's long-term debt can be found in Note 3D starting on page 76 of this report.

Economic Factors and Next Year's Budgets and Rates

- The City's net tax capacity increased by 8.40 percent for taxes payable 2018 which was more than the 2.20 percent increase for taxes payable 2017. Residential property increased 9.20 percent, commercial property increased 1.44 percent, and industrial property increased 8.52 percent. Without new construction the increase in tax capacity would have been 7.25 percent. The City's net levy increased \$1,788,605 for taxes payable 2018; however, due to the increase in tax capacity, the tax capacity rate decreased 1.03 percent.
- \$500,000 of funding for the Pavement Management Program was reinstated in the 2015 budget after having been removed from the 2014 and 2013 budgets and an additional \$165,000 of funding was reinstated in the 2016 budget after having been removed from the 2015, 2014 and 2013 budgets. In 2018 \$500,000 of funding was shifted from the Host Community fund to the General fund. An additional \$85,000 in new funding was added from the General fund.
- Water and sewer fees were increased 2.0 percent and 3.5 percent respectively for 2018, based on our long-range financial plan.
- Storm water utility fees were implemented on July 1, 2012 and in 2018 were increased 45 percent. This was the first rate increase since implementation.

Requests for Information

This financial report is designed to provide a general overview of the City's finances for all those with an interest in the City's finances. Questions concerning any of the information provided in this report or requests for additional information should be directed to the Finance Director, City of Inver Grove Heights, 8150 Barbara Avenue, Inver Grove Heights, MN 55077-3412.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

CITY OF INVER GROVE HEIGHTS
INVER GROVE HEIGHTS, MINNESOTA

FOR THE YEAR ENDED
DECEMBER 31, 2017

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City of Inver Grove Heights, Minnesota

Statement of Net Position

December 31, 2017

	Governmental Activities	Business-type Activities	Total
Assets			
Cash and temporary investments	\$ 48,811,922	\$ 13,930,527	\$ 62,742,449
Cash held with fiscal agent	8,553,231	5,599,358	14,152,589
Receivables			
Accrued interest	222,306	104,853	327,159
Taxes	1,535,961	-	1,535,961
Accounts	332,264	1,273,654	1,605,918
Special assessments	4,652,007	105,211	4,757,218
Due from other governments	267,728	-	267,728
Internal balances	2,047,700	(2,047,700)	-
Inventories	56,173	1,351	57,524
Prepaid items	936,162	3,880	940,042
Land held for resale	2,219,506	-	2,219,506
Pension asset	1,154,800	-	1,154,800
Capital assets			
Land and construction in progress	39,133,809	12,566,165	51,699,974
Depreciable assets (net of accumulated depreciation)	76,337,777	53,775,702	130,113,479
Total Assets	<u>186,261,346</u>	<u>85,313,001</u>	<u>271,574,347</u>
Deferred Outflows of Resources			
Deferred charge on refunding	41,407	212,549	253,956
Deferred pension resources	8,904,871	270,061	9,174,932
Total Deferred Outflows of Resources	<u>8,946,278</u>	<u>482,610</u>	<u>9,428,888</u>
Liabilities			
Accounts and contracts payable	1,483,749	97,656	1,581,405
Accrued salaries payable	499,097	48,317	547,414
Due to other governments	50,886	300,859	351,745
Accrued interest payable	395,026	277,537	672,563
Deposits payable	23,080	60,106	83,186
Unearned revenue	80,954	343,516	424,470
Noncurrent liabilities			
Due within one year	11,819,650	1,727,986	13,547,636
Due in more than one year	35,489,053	22,836,350	58,325,403
Total Liabilities	<u>49,841,495</u>	<u>25,692,327</u>	<u>75,533,822</u>
Deferred Inflows of Resources			
Deferred pension resources	<u>9,708,847</u>	<u>259,155</u>	<u>9,968,002</u>
Net Position			
Net investment in capital assets	93,604,421	49,136,855	142,741,276
Restricted for			
Debt service	5,129,747	-	5,129,747
Equipment acquisition	582,747	-	582,747
Community development	2,344,513	-	2,344,513
Park improvements	2,055,964	-	2,055,964
Unrestricted	<u>31,939,890</u>	<u>10,707,274</u>	<u>42,647,164</u>
Total Net Position	<u>\$135,657,282</u>	<u>\$ 59,844,129</u>	<u>\$195,501,411</u>

The notes to the financial statements are an integral part of this statement.

City of Inver Grove Heights, Minnesota

Statement of Activities

For the Year Ended December 31, 2017

Functions/Programs	Expenses	Program Revenues		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
Governmental Activities				
General government	\$ 2,481,001	\$ 21,386	\$ -	\$ -
Public safety	12,087,235	689,060	590,083	-
Public works	7,690,391	3,038,693	461,071	1,460,711
Culture and recreation	7,919,434	2,922,124	168,027	248,374
Community development	2,540,933	1,202,410	-	416,286
Interest on long-term debt	1,007,774	-	-	-
Total Governmental Activities	<u>33,726,768</u>	<u>7,873,673</u>	<u>1,219,181</u>	<u>2,125,371</u>
Business-type Activities				
Water	2,705,498	3,051,811	6,029	680,842
Sewer	4,265,285	3,460,592	2,088	711,254
Golf course	3,901,573	1,467,194	166	-
Total Business-type Activities	<u>10,872,356</u>	<u>7,979,597</u>	<u>8,283</u>	<u>1,392,096</u>
Total	<u>\$ 44,599,124</u>	<u>\$ 15,853,270</u>	<u>\$ 1,227,464</u>	<u>\$ 3,517,467</u>

General Revenues

Taxes

Property taxes, levied for general purposes

Property taxes, levied for debt service

Tax increments

Lodging taxes

Franchise taxes

Grants and contributions not restricted to specific programs

Unrestricted investment earnings

Gain on sale of capital assets

Transfers - Internal Activities

Total General Revenues and Transfers

Change in Net Position

Net Position, January 1

Net Position, December 31

The notes to the financial statements are an integral part of this statement.

Net (Expenses) Revenues and
Changes in Net Position

Governmental Activities	Business-type Activities	Total
\$ (2,459,615)	\$ -	\$ (2,459,615)
(10,808,092)	-	(10,808,092)
(2,729,916)	-	(2,729,916)
(4,580,909)	-	(4,580,909)
(922,237)	-	(922,237)
(1,007,774)	-	(1,007,774)
<u>(22,508,543)</u>	<u>-</u>	<u>(22,508,543)</u>
-	1,033,184	1,033,184
-	(91,351)	(91,351)
-	(2,434,213)	(2,434,213)
<u>-</u>	<u>(1,492,380)</u>	<u>(1,492,380)</u>
<u>(22,508,543)</u>	<u>(1,492,380)</u>	<u>(24,000,923)</u>
17,322,097	-	17,322,097
2,073,791	-	2,073,791
1,578,646	-	1,578,646
133,979	-	133,979
107,441	-	107,441
146,791	-	146,791
545,279	205,234	750,513
89,116	-	89,116
458,029	(458,029)	-
<u>22,455,169</u>	<u>(252,795)</u>	<u>22,202,374</u>
(53,374)	(1,745,175)	(1,798,549)
<u>135,710,656</u>	<u>61,589,304</u>	<u>197,299,960</u>
<u>\$135,657,282</u>	<u>\$ 59,844,129</u>	<u>\$195,501,411</u>

The notes to the financial statements are an integral part of this statement.

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FUND FINANCIAL STATEMENTS
CITY OF INVER GROVE HEIGHTS
INVER GROVE HEIGHTS, MINNESOTA

FOR THE YEAR ENDED
DECEMBER 31, 2017

City of Inver Grove Heights, Minnesota

Balance Sheet
Governmental Funds
December 31, 2017

	General	Improvement Bonds	Closed Bond	Local Improvement Construction
Assets				
Cash and temporary investments	\$ 9,342,173	\$ 3,574,919	\$ 2,039,155	\$ 828,887
Cash with fiscal agent	-	8,553,231	-	-
Receivables				
Accrued interest	29,053	37,072	22,111	2,780
Taxes	1,351,443	151,353	392	2,655
Accounts	11,145	-	-	418
Special assessments	8,473	1,695,251	907,064	1,256,750
Due from other governments	12,723	-	-	88,192
Due from other funds	-	-	-	-
Prepaid items	141,195	-	-	-
Land held for resale	-	-	-	1,081,006
Total Assets	\$ 10,896,205	\$ 14,011,826	\$ 2,968,722	\$ 3,260,688
Liabilities				
Accounts and contracts payable	\$ 122,336	\$ -	\$ -	\$ 698,444
Accrued salaries payable	396,283	-	-	-
Due to other governments	25,237	-	-	-
Due to other funds	-	-	-	579,703
Deposits payable	-	-	-	-
Unearned revenue	-	-	-	-
Total Liabilities	543,856	-	-	1,278,147
Deferred Inflows of Resources				
Unavailable revenues - delinquent taxes	168,263	18,950	435	437
Unavailable revenues - special assessments	4,341	1,567,359	907,064	1,220,422
Total Deferred Inflows of Resources	172,604	1,586,309	907,499	1,220,859
Fund Balances				
Nonspendable	141,195	-	-	-
Restricted	-	12,425,517	-	2,716,023
Committed	-	-	-	-
Assigned	-	-	2,061,223	-
Unassigned	10,038,550	-	-	(1,954,341)
Total Fund Balances	10,179,745	12,425,517	2,061,223	761,682
Total Liabilities, Deferred Inflows of Resources and Fund Balances	\$ 10,896,205	\$ 14,011,826	\$ 2,968,722	\$ 3,260,688

The notes to the financial statements are an integral part of this statement.

<u>Pavement Management</u>	<u>Host Community</u>	<u>Community Center</u>	<u>Other Governmental Funds</u>	<u>Total Governmental Funds</u>
\$ 5,743,856	\$ 2,371,824	\$ 408,869	\$ 10,958,015	\$ 35,267,698
-	-	-	-	8,553,231
10,351	18,289	-	45,770	165,426
9,706	-	-	20,412	1,535,961
-	159,679	22,442	121,566	315,250
708,106	-	-	76,363	4,652,007
-	422	105	166,286	267,728
-	1,654,694	-	-	1,654,694
-	1,000	399	16,362	158,956
-	-	-	1,138,500	2,219,506
<u>\$ 6,472,019</u>	<u>\$ 4,205,908</u>	<u>\$ 431,815</u>	<u>\$ 12,543,274</u>	<u>\$ 54,790,457</u>
\$ 257,516	\$ -	\$ 181,752	\$ 173,721	\$ 1,433,769
-	828	58,302	14,691	470,104
-	10,169	10,444	4,490	50,340
-	-	1,897,884	1,074,991	3,552,578
-	-	2,775	20,305	23,080
-	-	67,477	13,477	80,954
<u>257,516</u>	<u>10,997</u>	<u>2,218,634</u>	<u>1,301,675</u>	<u>5,610,825</u>
1,297	-	-	7,818	197,200
674,751	-	-	68,647	4,442,584
<u>676,048</u>	<u>-</u>	<u>-</u>	<u>76,465</u>	<u>4,639,784</u>
-	1,000	399	16,362	158,956
145,483	-	-	4,988,895	20,275,918
-	-	-	738,817	738,817
5,392,972	4,193,911	-	5,421,060	17,069,166
-	-	(1,787,218)	-	6,296,991
<u>5,538,455</u>	<u>4,194,911</u>	<u>(1,786,819)</u>	<u>11,165,134</u>	<u>44,539,848</u>
<u>\$ 6,472,019</u>	<u>\$ 4,205,908</u>	<u>\$ 431,815</u>	<u>\$ 12,543,274</u>	<u>\$ 54,790,457</u>

The notes to the financial statements are an integral part of this statement.

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City of Inver Grove Heights, Minnesota
Reconciliation of the Balance Sheet
to the Statement of Net Position
Governmental Funds
December 31, 2017

Amounts reported for the governmental activities in the statement of net position are different because

Total Fund Balances - Governmental Funds	\$ 44,539,848
Long-term assets from pensions reported in governmental activities are not financial resources and therefore are not reported as assets in the funds.	1,154,800
Capital assets used in governmental activities are not financial resources and therefore are not reported as assets in governmental funds.	
Cost of capital assets	172,173,185
Less: accumulated depreciation	(75,683,653)
Internal service funds are used by the City to charge the cost of compensated absences, liability, property, and workers compensation insurance, vehicles and equipment, centralized purchase of consumable office supplies, maintaining facilities, and maintenance of computer systems. These balances are reported with governmental activities on the statement of net position.	34,779,478
Noncurrent liabilities, including bonds payable, are not due and payable in the current period and therefore are not reported as liabilities in the funds. Noncurrent liabilities at year-end consist of	
Bonds payable	(34,055,000)
Plus premium on bonds issued	(602,164)
Deferred charge on refunding	41,407
Other postemployment benefits payable	(218,300)
Pension liability	(9,907,210)
Some receivables are not available soon enough to pay for the current period's expenditures, and therefore are unavailable in the funds.	
Delinquent taxes	197,200
Special assessments	4,442,584
Governmental funds do not report long-term amounts related to pensions.	
Deferred outflows of pension resources	8,758,985
Deferred inflows of pension resources	(9,568,852)
Governmental funds do not report a liability for accrued interest until due and payable.	<u>(395,026)</u>
Total Net Position - Governmental Activities	<u><u>\$135,657,282</u></u>

The notes to the financial statements are an integral part of this statement.

City of Inver Grove Heights, Minnesota
Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Funds
For the Year Ended December 31, 2017

	General	Improvement Bonds	Closed Bond	Local Improvement Construction
Revenues				
Taxes	\$ 17,276,421	\$ 2,049,998	\$ 592	\$ 34,768
Licenses and permits	1,355,686	-	-	-
Intergovernmental	697,599	3,314	-	319,019
Charges for services	620,978	-	-	-
Fines and forfeitures	173,365	-	-	-
Special assessments	7,392	719,007	28,571	293,967
Investment earnings	79,380	95,183	65,839	31,313
Miscellaneous	68,522	-	-	409,484
Total Revenues	<u>20,279,343</u>	<u>2,867,502</u>	<u>95,002</u>	<u>1,088,551</u>
Expenditures				
Current				
General government	1,849,983	-	9,343	-
Public safety	9,837,271	-	-	-
Public works	3,958,174	-	8,910	-
Culture and recreation	1,834,875	-	-	-
Community development	1,546,943	-	-	37,790
Capital outlay				
Public safety	48,239	-	-	935,284
Public works	-	-	-	910,856
Culture and recreation	-	-	-	842,934
Community development	-	-	-	157,046
Debt service				
Principal	-	1,885,000	-	-
Interest and other charges	-	850,780	-	-
Bond issuance costs	-	85,505	-	-
Total Expenditures	<u>19,075,485</u>	<u>2,821,285</u>	<u>18,253</u>	<u>2,883,910</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>1,203,858</u>	<u>46,217</u>	<u>76,749</u>	<u>(1,795,359)</u>
Other Financing Sources (Uses)				
Transfers in	678,659	200,000	-	1,088,609
Sale of capital assets	-	-	-	-
Transfers out	(1,318,700)	-	(297,007)	-
Bonds issued	-	-	-	-
Premium on bonds issued	-	128,904	-	-
Total Other Financing Sources (Uses)	<u>(640,041)</u>	<u>328,904</u>	<u>(297,007)</u>	<u>1,088,609</u>
Net Change in Fund Balances	563,817	375,121	(220,258)	(706,750)
Fund Balances, January 1	<u>9,615,928</u>	<u>12,050,396</u>	<u>2,281,481</u>	<u>1,468,432</u>
Fund Balances, December 31	<u>\$ 10,179,745</u>	<u>\$ 12,425,517</u>	<u>\$ 2,061,223</u>	<u>\$ 761,682</u>

The notes to the financial statements are an integral part of this statement.

<u>Pavement Management</u>	<u>Host Community</u>	<u>Community Center</u>	<u>Other Governmental Funds</u>	<u>Total Governmental Funds</u>
\$ 130,542	\$ -	\$ -	\$ 1,735,859	\$ 21,228,180
-	-	-	-	1,355,686
380,246	-	-	427,971	1,828,149
270	2,108,572	2,235,649	1,078,849	6,044,318
-	-	-	-	173,365
524,829	-	-	76,110	1,649,876
11,987	30,001	(683)	78,208	391,228
28,385	8,229	247,580	288,556	1,050,756
<u>1,076,259</u>	<u>2,146,802</u>	<u>2,482,546</u>	<u>3,685,553</u>	<u>33,721,558</u>
-	-	-	10,700	1,870,026
-	-	-	-	9,837,271
593,060	122,092	-	166,741	4,848,977
-	36,090	3,052,642	772,714	5,696,321
-	-	-	423,310	2,008,043
-	-	-	-	983,523
1,966,321	-	-	281	2,877,458
-	-	530,051	254,612	1,627,597
-	-	-	354,677	511,723
-	-	-	690,000	2,575,000
-	-	-	32,004	882,784
-	-	-	-	85,505
<u>2,559,381</u>	<u>158,182</u>	<u>3,582,693</u>	<u>2,705,039</u>	<u>33,804,228</u>
<u>(1,483,122)</u>	<u>1,988,620</u>	<u>(1,100,147)</u>	<u>980,514</u>	<u>(82,670)</u>
1,200,000	-	1,070,056	1,430,823	5,668,147
-	-	-	47,643	47,643
(3,340)	(1,445,497)	(644,033)	(1,252,067)	(4,960,644)
3,505,000	-	-	-	3,505,000
-	-	-	-	128,904
<u>4,701,660</u>	<u>(1,445,497)</u>	<u>426,023</u>	<u>226,399</u>	<u>4,389,050</u>
3,218,538	543,123	(674,124)	1,206,913	4,306,380
<u>2,319,917</u>	<u>3,651,788</u>	<u>(1,112,695)</u>	<u>9,958,221</u>	<u>40,233,468</u>
<u>\$ 5,538,455</u>	<u>\$ 4,194,911</u>	<u>\$ (1,786,819)</u>	<u>\$ 11,165,134</u>	<u>\$ 44,539,848</u>

The notes to the financial statements are an integral part of this statement.

City of Inver Grove Heights, Minnesota
Reconciliation of the Statement of Revenues, Expenditures and
Changes in Fund Balances to the Statement of Activities
Governmental Funds
For the Year Ended December 31, 2017

Amounts reported for governmental activities in the statement of activities are different because

Total Net Change in Fund Balances - Governmental Funds	\$ 4,306,380
Capital outlays are reported in governmental funds as expenditures. However, in the statement of activities, the cost of those assets is allocated over the estimated useful lives as depreciation expense.	
Capital outlays	2,318,205
Depreciation expense	(3,473,248)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenue in the funds.	
Capital assets contributed from developers	116,332
The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of premiums, discounts and similar items when debt is first issued, whereas these amounts are amortized in the statement of activities.	
Principal repayments	2,575,000
Bonds issued	(3,505,000)
Current year amortization of deferred charges	(19,875)
Premium on bonds issued	(128,904)
Current year amortization of bond premium	60,697
Interest on long-term debt in the statement of activities differs from the amount reported in the governmental fund because interest is recognized as an expenditure in the funds when it is due, and thus requires the use of current financial resources. In the statement of activities, however, interest expense is recognized as the interest accrues, regardless of when it is due.	(80,307)
Internal service funds are used by the City to charge the cost of compensated absences, liability, property, and workers compensation insurance, vehicles and equipment, centralized purchase of consumable office supplies, maintaining facilities, and maintenance of computer systems. These balances are reported with governmental activities in the statement of activities.	24,502
Certain revenues are recognized as soon as they are earned. Under the modified accrual basis of accounting, certain revenues cannot be recognized until they are available to liquidate liabilities of the current period.	
Special assessments	(970,947)
Property taxes	(12,226)
Some expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.	
Other postemployment benefits	(32,935)
Long-term pension activity is not reported in governmental funds.	
Pension expense	(1,263,744)
Pension revenue from State contributions	32,696
Change in Net Position - Governmental Activities	<u>\$ (53,374)</u>

The notes to the financial statements are an integral part of this statement.

City of Inver Grove Heights, Minnesota
Statement of Revenues, Expenditures and Changes in Fund Balances -
Budget and Actual
General Fund
For the Year Ended December 31, 2017

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
Revenues				
Taxes	\$ 17,091,800	\$ 17,091,800	\$ 17,276,421	\$ 184,621
Licenses and permits	1,172,100	1,172,100	1,355,686	183,586
Intergovernmental	653,200	653,200	697,599	44,399
Charges for services	727,700	727,700	620,978	(106,722)
Fines and forfeitures	128,800	128,800	173,365	44,565
Special assessments	6,000	6,000	7,392	1,392
Investment earnings	110,700	110,700	79,380	(31,320)
Miscellaneous	101,600	101,600	68,522	(33,078)
Total Revenues	<u>19,991,900</u>	<u>19,991,900</u>	<u>20,279,343</u>	<u>287,443</u>
Expenditures				
Current				
General government	1,816,000	1,816,000	1,849,983	(33,983)
Public safety	10,009,300	10,105,400	9,837,271	268,129
Public works	4,001,600	4,061,600	3,958,174	103,426
Culture and recreation	1,903,600	1,943,600	1,834,875	108,725
Community development	1,591,700	1,591,700	1,546,943	44,757
Capital outlay				
Public safety	-	-	48,239	(48,239)
Total Expenditures	<u>19,322,200</u>	<u>19,518,300</u>	<u>19,075,485</u>	<u>442,815</u>
Excess of Revenues Over Expenditures	<u>669,700</u>	<u>473,600</u>	<u>1,203,858</u>	<u>730,258</u>
Other Financing Sources (Uses)				
Transfers in	677,000	677,000	678,659	1,659
Transfers out	<u>(1,283,700)</u>	<u>(1,283,700)</u>	<u>(1,318,700)</u>	<u>(35,000)</u>
Total Other Financing Sources (Uses)	<u>(606,700)</u>	<u>(606,700)</u>	<u>(640,041)</u>	<u>(33,341)</u>
Net Change in Fund Balances	63,000	(133,100)	563,817	696,917
Fund Balances, January 1	<u>9,615,928</u>	<u>9,615,928</u>	<u>9,615,928</u>	<u>-</u>
Fund Balances, December 31	<u>\$ 9,678,928</u>	<u>\$ 9,482,828</u>	<u>\$ 10,179,745</u>	<u>\$ 696,917</u>

The notes to the financial statements are an integral part of this statement.

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City of Inver Grove Heights, Minnesota
Statement of Revenues, Expenditures and Changes in Fund Balances -
Budget and Actual
Community Center Special Revenue Fund
For the Year Ended December 31, 2017

	Budget Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
Revenues				
Charges for services	\$ 2,336,400	\$ 2,336,400	\$ 2,235,649	\$ (100,751)
Investment earnings	-	-	(683)	(683)
Miscellaneous	235,200	235,200	247,580	12,380
Total Revenues	<u>2,571,600</u>	<u>2,571,600</u>	<u>2,482,546</u>	<u>(89,054)</u>
Expenditures				
Current				
Culture and recreation	3,082,000	3,082,000	3,052,642	29,358
Capital outlay				
Culture and recreation	206,300	721,300	530,051	191,249
Total Expenditures	<u>3,288,300</u>	<u>3,803,300</u>	<u>3,582,693</u>	<u>220,607</u>
Deficiency of Revenues Under Expenditures	<u>(716,700)</u>	<u>(1,231,700)</u>	<u>(1,100,147)</u>	<u>131,553</u>
Other Financing Sources (Uses)				
Transfers in	716,700	1,231,700	1,070,056	(161,644)
Transfers out	-	-	(644,033)	(644,033)
Total Other Financing Sources (Uses)	<u>716,700</u>	<u>1,231,700</u>	<u>426,023</u>	<u>(805,677)</u>
Net Change in Fund Balances	-	-	(674,124)	(674,124)
Fund Balances, January 1	<u>(1,112,695)</u>	<u>(1,112,695)</u>	<u>(1,112,695)</u>	-
Fund Balances, December 31	<u><u>\$ (1,112,695)</u></u>	<u><u>\$ (1,112,695)</u></u>	<u><u>\$ (1,786,819)</u></u>	<u><u>\$ (674,124)</u></u>

The notes to the financial statements are an integral part of this statement.

City of Inver Grove Heights, Minnesota
Statement of Net Position (Continued on the Following Page)
Proprietary Funds
December 31, 2017

	Business-type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds
	Water	Sewer	Golf Course	Total	
Assets					
Current Assets					
Cash and temporary investments	\$ 8,207,069	\$ 5,301,167	\$ 422,291	\$ 13,930,527	\$ 13,544,224
Cash held with fiscal agent	-	5,599,358	-	5,599,358	-
Receivables					
Accrued interest	47,641	54,976	2,236	104,853	56,880
Accounts	654,559	618,570	525	1,273,654	17,014
Special assessments	54,400	50,811	-	105,211	-
Due from other funds	-	-	-	-	3,945,584
Inventories	-	-	1,351	1,351	56,173
Prepaid items	-	23	3,857	3,880	777,206
Total Current Assets	8,963,669	11,624,905	430,260	21,018,834	18,397,081
Noncurrent Assets					
Capital assets					
Land	461,598	556,452	1,862,355	2,880,405	209,122
Construction in progress	4,076,387	5,609,373	-	9,685,760	-
Buildings and systems	48,033,828	35,021,507	920,412	83,975,747	17,409,502
Improvements other than buildings	98,108	39,924	4,507,754	4,645,786	240,717
Machinery and equipment	335,497	26,519	1,024,517	1,386,533	10,686,613
Less accumulated depreciation	(18,804,841)	(12,306,158)	(5,121,365)	(36,232,364)	(9,563,900)
Total Capital Assets (Net of Accumulated Depreciation)	34,200,577	28,947,617	3,193,673	66,341,867	18,982,054
Total Assets	43,164,246	40,572,522	3,623,933	87,360,701	37,379,135
Deferred Outflows of Resources					
Deferred charge on refunding	-	212,549	-	212,549	-
Deferred pension resources	94,983	61,548	113,530	270,061	145,886
Total Deferred Outflows of Resources	94,983	274,097	113,530	482,610	145,886

The notes to the financial statements are an integral part of this statement.

City of Inver Grove Heights, Minnesota
Statement of Net Position (Continued)
Proprietary Funds
December 31, 2017

	Business-type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds
	Water	Sewer	Golf Course	Total	
Liabilities					
Current Liabilities					
Accounts and contracts payable	\$ 76,727	\$ -	\$ 20,929	\$ 97,656	\$ 49,980
Accrued salaries payable	21,071	10,706	16,540	48,317	28,993
Due to other governments	59,658	240,723	478	300,859	546
Due to other funds	-	-	2,047,700	2,047,700	-
Accrued interest payable	20,167	257,370	-	277,537	-
Deposits payable	-	-	60,106	60,106	-
Unearned revenue	133,590	209,926	-	343,516	-
Compensated absences payable - current portion	34,559	20,033	33,394	87,986	804,650
Bonds payable - current portion	850,000	790,000	-	1,640,000	-
Total Current Liabilities	1,195,772	1,528,758	2,179,147	4,903,677	884,169
Noncurrent Liabilities					
Compensated absences payable	71,783	45,068	68,849	185,700	1,145,075
Bonds payable	1,610,202	19,947,225	-	21,557,427	-
Pension liability	375,219	243,137	448,489	1,066,845	576,304
Other postemployment benefits payable	8,834	5,761	11,783	26,378	-
Total Noncurrent Liabilities	2,066,038	20,241,191	529,121	22,836,350	1,721,379
Total Liabilities	3,261,810	21,769,949	2,708,268	27,740,027	2,605,548
Deferred Inflows of Resources					
Deferred pension resources	91,147	59,062	108,946	259,155	139,995
Net Position					
Net investment in capital assets	31,740,375	14,202,807	3,193,673	49,136,855	18,982,054
Unrestricted	8,165,897	4,814,801	(2,273,424)	10,707,274	15,797,424
Total Net Position	\$ 39,906,272	\$ 19,017,608	\$ 920,249	\$ 59,844,129	\$ 34,779,478

The notes to the financial statements are an integral part of this statement.

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City of Inver Grove Heights, Minnesota
Statement of Revenues, Expenses and Changes in Net Position
Proprietary Funds
For the Year Ended December 31, 2017

	Business-type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds
	Water	Sewer	Golf Course	Total	
Operating Revenues					
Charges for services					
Water sales	\$ 2,964,683	\$ -	\$ -	\$ 2,964,683	\$ -
Sewer charges	-	3,419,279	-	3,419,279	-
Late fees	64,480	41,313	-	105,793	-
Water meter sales	22,648	-	-	22,648	-
Foot golf	-	-	5,336	5,336	-
Green fees	-	-	789,272	789,272	-
Golf cart rentals	-	-	325,736	325,736	-
Practice center	-	-	116,613	116,613	-
Golf shop	-	-	63,459	63,459	-
Food and beverage	-	-	135,894	135,894	-
Other	-	-	30,370	30,370	5,162,456
Total Operating Revenues	<u>3,051,811</u>	<u>3,460,592</u>	<u>1,466,680</u>	<u>7,979,083</u>	<u>5,162,456</u>
Operating Expenses					
Personnel services	601,701	389,424	873,024	1,864,149	1,111,438
Other current expenses	1,100,865	2,548,930	2,809,217	6,459,012	2,452,665
Depreciation	968,851	678,407	219,332	1,866,590	1,604,686
Total Operating Expenses	<u>2,671,417</u>	<u>3,616,761</u>	<u>3,901,573</u>	<u>10,189,751</u>	<u>5,168,789</u>
Operating Income (Loss)	<u>380,394</u>	<u>(156,169)</u>	<u>(2,434,893)</u>	<u>(2,210,668)</u>	<u>(6,333)</u>
Nonoperating Revenues (Expenses)					
Investment earnings	104,760	96,861	3,613	205,234	154,051
Miscellaneous revenues	6,029	2,088	680	8,797	84,785
Gain on sale of capital assets	-	-	-	-	41,473
Interest and amortization expense	(34,081)	(608,699)	-	(642,780)	-
Bond issuance costs	-	(39,825)	-	(39,825)	-
Total Nonoperating Revenues (Expenses)	<u>76,708</u>	<u>(549,575)</u>	<u>4,293</u>	<u>(468,574)</u>	<u>280,309</u>
Income (Loss) Before Contributions and Transfers	457,102	(705,744)	(2,430,600)	(2,679,242)	273,976
Capital Contributions	680,842	711,254	-	1,392,096	-
Transfers In	-	551,752	100,000	651,752	-
Transfers Out	<u>(788,169)</u>	<u>(321,612)</u>	<u>-</u>	<u>(1,109,781)</u>	<u>(249,474)</u>
Change in Net Position	349,775	235,650	(2,330,600)	(1,745,175)	24,502
Net Position, January 1	<u>39,556,497</u>	<u>18,781,958</u>	<u>3,250,849</u>	<u>61,589,304</u>	<u>34,754,976</u>
Net Position, December 31	<u>\$ 39,906,272</u>	<u>\$ 19,017,608</u>	<u>\$ 920,249</u>	<u>\$ 59,844,129</u>	<u>\$ 34,779,478</u>

The notes to the financial statements are an integral part of this statement.

City of Inver Grove Heights, Minnesota
Statement of Cash Flows (Continued on the Following Page)
Proprietary Funds
For the Year Ended December 31, 2017

	Business-type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds
	Water	Sewer	Golf Course	Total	
Cash Flows from Operating Activities					
Receipts from customers and users	\$ 3,027,469	\$ 3,472,828	\$ 1,486,728	\$ 7,987,025	\$ 5,145,442
Other operating receipts	5,893	2,000	514	8,407	48,563
Payments to suppliers	(1,037,468)	(2,504,933)	(512,254)	(4,054,655)	(2,363,818)
Payments to employees	(572,385)	(377,735)	(845,326)	(1,795,446)	(874,669)
Net Cash Provided (Used) by Operating Activities	<u>1,423,509</u>	<u>592,160</u>	<u>129,662</u>	<u>2,145,331</u>	<u>1,955,518</u>
Cash Flows from Noncapital Financing Activities					
Receipts on interfund balances	-	-	-	-	66,406
Payments on interfund balances	-	-	(29,603)	(29,603)	(672,745)
Transfers from other funds	-	551,752	100,000	651,752	-
Transfers to other funds	(788,169)	(321,612)	-	(1,109,781)	(249,474)
Net Cash Provided (Used) by Noncapital Financing Activities	<u>(788,169)</u>	<u>230,140</u>	<u>70,397</u>	<u>(487,632)</u>	<u>(855,813)</u>
Cash Flows from Capital and Related Financing Activities					
Connection fees received	625,827	633,932	-	1,259,759	-
Special assessments received	7,442	21,934	-	29,376	-
Acquisition of capital assets	(2,117,695)	(1,414,267)	(64,558)	(3,596,520)	(2,062,055)
Proceeds from sale of capital assets	-	-	-	-	41,473
Proceeds of refunding bonds issued	-	5,744,598	-	5,744,598	-
Interest paid on debt	(57,324)	(559,112)	-	(616,436)	-
Principal paid on bonds	(845,000)	(715,000)	-	(1,560,000)	-
Net Cash Provided (Used) by Capital and Related Financing Activities	<u>(2,386,750)</u>	<u>3,712,085</u>	<u>(64,558)</u>	<u>1,260,777</u>	<u>(2,020,582)</u>
Cash Flows from Investing Activities					
Investment earnings	<u>111,862</u>	<u>76,152</u>	<u>3,422</u>	<u>191,436</u>	<u>174,222</u>
Net Increase (Decrease) in Cash and Cash Equivalents	(1,639,548)	4,610,537	138,923	3,109,912	(746,655)
Cash and Cash Equivalents, January 1	<u>9,846,617</u>	<u>6,289,988</u>	<u>283,368</u>	<u>16,419,973</u>	<u>14,290,879</u>
Cash and Cash Equivalents, December 31	<u>\$ 8,207,069</u>	<u>\$ 10,900,525</u>	<u>\$ 422,291</u>	<u>\$ 19,529,885</u>	<u>\$ 13,544,224</u>
Reconciliation to the Proprietary Funds Statement of Net Position					
Cash and temporary investments	\$ 8,207,069	\$ 5,301,167	\$ 422,291	\$ 13,930,527	\$ 13,544,224
Cash held with fiscal agent	-	5,599,358	-	5,599,358	-
Total Cash and Cash Equivalents	<u>\$ 8,207,069</u>	<u>\$ 10,900,525</u>	<u>\$ 422,291</u>	<u>\$ 19,529,885</u>	<u>\$ 13,544,224</u>

The notes to the financial statements are an integral part of this statement.

City of Inver Grove Heights, Minnesota
Statement of Cash Flows (Continued)
Proprietary Funds
For the Year Ended December 31, 2017

	Business-type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds
	Water	Sewer	Golf Course	Total	
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities					
Operating income (loss)	\$ 380,394	\$ (156,169)	\$ (2,434,893)	\$ (2,210,668)	\$ (6,333)
Adjustments to reconcile operating income (loss) to net cash provided by operating activities					
Depreciation	968,851	678,407	219,332	1,866,590	1,604,686
Loss on disposal of capital assets	-	-	2,286,884	2,286,884	107,849
Other income related to operations	6,029	2,088	680	8,797	84,785
(Increase) decrease in assets/deferred outflows of resources					
Accounts receivable	(43,183)	(18,678)	2,493	(59,368)	(17,014)
Inventories	-	-	3,365	3,365	(2,081)
Prepaid items	23	(23)	1,214	1,214	21,076
Deferred pension resources	72,256	48,755	85,900	206,911	101,660
Increase (decrease) in liabilities/deferred inflows of resources					
Accounts and contracts payable	43,082	(147,352)	5,507	(98,763)	(37,480)
Accrued salaries payable	3,281	(453)	1,165	3,993	238
Due to other governments	20,292	191,372	(7)	211,657	(517)
Deposits payable	-	-	17,555	17,555	-
Unearned revenue	18,841	30,914	-	49,755	-
Compensated absences payable	15,431	9,430	13,077	37,938	166,224
Pension liability	(92,115)	(65,080)	(108,957)	(266,152)	(115,479)
Other postemployment benefits payable	1,388	912	1,627	3,927	-
Deferred pension resources	28,939	18,037	34,720	81,696	47,904
Net Cash Provided (Used) by Operating Activities	<u>\$ 1,423,509</u>	<u>\$ 592,160</u>	<u>\$ 129,662</u>	<u>\$ 2,145,331</u>	<u>\$ 1,955,518</u>
Schedule of Noncash Capital and Related Financing Activities					
Capital contributions	\$ 52,188	\$ 75,827	\$ -	\$ 128,015	\$ -
Amortization of bond premium	16,201	28,890	-	45,091	-
Amortization of deferred charges on refunding	-	19,177	-	19,177	-
Net disposal of capital assets	-	-	2,286,884	2,286,884	107,849

The notes to the financial statements are an integral part of this statement.

City of Inver Grove Heights, Minnesota
Statement of Fiduciary Net Position
Fiduciary Funds
December 31, 2017

	<u>Agency</u>
Assets	
Cash and temporary investments	<u><u>\$ 1,233,245</u></u>
Liabilities	
Accounts payable	\$ 31,123
Deposits payable	<u>1,202,122</u>
Total Liabilities	<u><u>\$ 1,233,245</u></u>

The notes to the financial statements are an integral part of this statement.

City of Inver Grove Heights, Minnesota
Notes to the Financial Statements
December 31, 2017

Note 1: Summary of Significant Accounting Policies

A. Reporting Entity

The City of Inver Grove Heights (the City) was incorporated in 1965 and operates under the State of Minnesota Statutory Plan A form of government. The governing body consists of a five member City Council elected by voters of the City. The City Council exercises legislative authority and determines all matters of policy. The City Council appoints personnel responsible for the proper administration of all affairs relating to the City.

The City has considered all potential units for which it is financially accountable, and other organizations for which the nature and significance of their relationship with the City are such that exclusion would cause the City's financial statements to be misleading or incomplete. The City includes all funds, organizations, institutions, agencies, departments, and offices that are not legally separate from such. Component units are legally separate organizations for which the elected officials of the City are financially accountable and are included within the basic financial statements of the City because of their operational or financial relationships with the City. The Governmental Accounting Standards Board (GASB) has set forth criteria to be considered in determining financial accountability. These criteria include appointing a voting majority of an organization's governing body, and (1) the ability of the primary government to impose its will on that organization or (2) the potential for the organization to provide specific benefits to, or impose specific financial burdens on the primary government. Included in the City's reporting entity, based upon the application of these criteria, is the following blended component unit.

Blended Component Unit

The Inver Grove Heights Economic Development Authority (EDA) is a legal entity separate from the City. Although legally separate, the EDA is reported as if it were part of the primary government because the Board of Commissioners is made up of the Mayor and the four City Council members and the City has operational responsibility over the EDA. It is this criterion that results in the EDA being reported as a blended component unit and reported as a special revenue fund. Separate financial statements are not prepared for the EDA.

B. Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the primary government. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. Amounts reported as *program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not included among program revenues are reported instead as *general revenues*.

Separate financial statements are provided for governmental funds, proprietary funds, and the fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

City of Inver Grove Heights, Minnesota
Notes to the Financial Statements
December 31, 2017

Note 1: Summary of Significant Accounting Policies (Continued)

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund financial statements. The agency fund has no measurement focus but utilizes the accrual basis of accounting for reporting its assets and liabilities. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using *the current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, pensions, and claims and judgments, are recorded only when payment is due.

Property taxes, franchise taxes, licenses and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the City.

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the year in which the resources are measurable and become available.

Non-exchange transactions, in which the City receives value without directly giving equal value in return, include property taxes, grants, entitlement and donations. On an accrual basis, revenue from property taxes is recognized in the year for which the tax is levied. Revenue from grants, entitlements and donations is recognized in the year in which all eligibility requirements have been satisfied. Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the year when use is first permitted, matching requirements, in which the City must provide local resources to be used for a specified purpose, and expenditure requirements, in which the resources are provided to the City on a reimbursement basis. On a modified accrual basis, revenue from non-exchange transactions must also be available before it can be recognized.

Unearned revenue arises when assets are recognized before revenue recognition criteria have been satisfied. Grants and entitlements received before eligibility requirements are met are also recorded as unearned revenue.

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

City of Inver Grove Heights, Minnesota
Notes to the Financial Statements
December 31, 2017

Note 1: Summary of Significant Accounting Policies (Continued)

The City reports the following major governmental funds:

The *General fund* is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The *Improvement Bonds fund* is a debt service fund that accounts for resources accumulated and payments for principal and interest on long term general obligation debt.

The *Closed Bond, Local Improvement Construction, Pavement Management, and Host Community funds* are capital project funds that account for improvement revenues and expenditures from replacement funds set aside for capital improvements.

The *Community Center fund* accounts for the activities at the Veterans Memorial and the Grove Community Center. Charges for services within the fund are committed to Community Center activity.

The City reports the following major proprietary funds:

The *Water fund* and the *Sewer fund* account for activities related to the operation of a water distribution system and a sanitary sewer distribution system, respectively.

The *Golf Course fund* accounts for resources and payments related to the operation and maintenance of a municipal golf course.

Additionally, the City reports the following fund types:

Internal service funds account for compensated absences, risk management, central equipment, central stores, city facilities and technology services provided to other departments or agencies of the City. Internal service funds operate in a manner similar to enterprise funds; however, they provide services primarily to other departments within the City.

Fiduciary funds account for assets held by the government in a trustee capacity or as an agent on behalf of others.

The *agency fund* is custodial in nature and does not present results of operations or have a measurement focus. Agency funds are accounted for using the accrual basis of accounting. Since, by definition, these assets are being held for the benefit of a third party (other local governments, private parties, etc.) and cannot be used to address activities or obligations of the City, this fund is not incorporated into the government-wide statements. The City accounts for the following agency activity: escrow activity. The escrow agency fund accounts for various deposits, collections and remittances of expenses on behalf of developers and homeowners.

As a general rule the effect of interfund activity has been eliminated from government-wide financial statements. Exceptions to this general rule are payments in-lieu of taxes, payments where the amounts are reasonably equivalent in value to the interfund services provided and other charges between the City's water and sewer function and various other functions of the City. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Proprietary funds distinguish *operating* revenues and expenses from *non-operating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the enterprise funds and of the City's internal service funds are charges to customers for sales and services. Operating expenses for enterprise funds and internal service funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

Note 1: Summary of Significant Accounting Policies (Continued)

D. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources and Net Position/Fund Balance

Deposits and Investments

The City's cash and cash equivalents are considered to be cash on hand, demand deposits and short-term investments. The proprietary funds' portion in the government-wide cash and temporary investments pool is considered to be cash and cash equivalents for purposes of the Statement of Cash Flows.

Cash balances from all funds are pooled and invested, to the extent available, in certificates of deposit and other authorized investments. Earnings from such investments are allocated on the basis of applicable participation by each of the funds.

The City may also invest idle funds as authorized by Minnesota statutes, as follows:

1. Direct obligations or obligations guaranteed by the United States or its agencies.
2. Shares of investment companies registered under the Federal Investment Company Act of 1940 and received the highest credit rating, rated in one of the two highest rating categories by a statistical rating agency, and have a final maturity of thirteen months or less.
3. General obligations of a state or local government with taxing powers rated "A" or better; revenue obligations rated "AA" or better.
4. General obligations of the Minnesota Housing Finance Agency rated "A" or better.
5. Obligation of a school district with an original maturity not exceeding 13 months and (i) rated in the highest category by a national bond rating service or (ii) enrolled in the credit enhancement program pursuant to statute section 126C.55.
6. Bankers' acceptances of United States banks eligible for purchase by the Federal Reserve System.
7. Commercial paper issued by United States banks corporations or their Canadian subsidiaries, of highest quality category by at least two nationally recognized rating agencies, and maturing in 270 days or less.
8. Repurchase or reverse repurchase agreements and securities lending agreements with financial institutions qualified as a "depository" by the government entity, with banks that are members of the Federal Reserve System with capitalization exceeding \$10,000,000, a primary reporting dealer in U.S. government securities to the Federal Reserve Bank of New York, or certain Minnesota securities broker-dealers.
9. Guaranteed Investment Contracts (GIC's) issued or guaranteed by a United States commercial bank, a domestic branch of a foreign bank, a United States insurance company, or its Canadian subsidiary, whose similar debt obligations were rated in one of the top two rating categories by a nationally recognized rating agency.

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

City of Inver Grove Heights, Minnesota
Notes to the Financial Statements
December 31, 2017

Note 1: Summary of Significant Accounting Policies (Continued)

The City has the following recurring fair value measurements as of December 31, 2017:

- Government agency and treasury securities of \$15,671,739 are valued using quoted market prices (Level 1 inputs)
- Negotiable certificates of deposits, mortgage backed securities, and municipal bonds of \$49,852,712 are valued using a matrix pricing model (Level 2 inputs)

Property Taxes

Property taxes are submitted to the County Auditor by December 28 of each year, to be levied on January 1 on property values assessed as of the same date. The tax levy notice is mailed in March with the first half payment due on May 15 and the second half payment due on October 15.

Unpaid taxes at December 31 become liens on the respective property and are classified in the fund financial statements as delinquent taxes receivable.

Delinquent taxes receivable include the past six years' uncollected taxes. Delinquent taxes have been offset by a deferred inflow of resources for taxes not received within 60 days after year end in the governmental fund financial statements.

Restricted Assets

Restricted assets are cash and cash equivalents whose use is limited by legal requirements such as a bond indenture. Restricted assets are reported as cash held with fiscal agent.

Accounts Receivable

Accounts receivable include amounts billed for services, such as water, sewer, storm water and nuisance charges, provided before year end. Unbilled utility enterprise fund receivables are also included for services provided in 2017. The City annually certifies delinquent water, sewer, storm water and nuisance accounts to the County for collection in the following year. Therefore, there has been no allowance for doubtful accounts established.

All trade (utility) and property tax receivables are shown at gross amount, since both taxes and trade (utility) receivables are assessable to the property taxes and are collectible upon the sale of the assessed property.

Special Assessments

Special assessments represent the financing for public improvements paid for by benefiting property owners. These assessments are recorded as receivables upon certification to the County. Special assessments are recognized as revenue when they are received in cash or within 60 days after year end. All governmental special assessments receivable are offset by a deferred inflow of resources in the fund financial statements. At December 31, 2017, the total delinquent special assessment receivable balance is \$21,413.

Interfund Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

City of Inver Grove Heights, Minnesota
Notes to the Financial Statements
December 31, 2017

Note 1: Summary of Significant Accounting Policies (Continued)

Inventories and Prepaid Items

All inventories are valued at cost using the first in/first out (FIFO) method. Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements. Prepaid items are reported using the consumption method and recorded as expenditures/expenses at the time of consumption.

Land Held for Resale

Land was acquired by the City and EDA for subsequent resale for redevelopment purposes. Land held for resale is an asset recorded at the lower of cost or realizable value in the fund that acquired it.

Capital Assets

A capital asset is defined as a financial resource that is tangible or intangible in nature, complete in and of itself, and is not a component of another. Capital assets, which include property, easements, plant, equipment and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the City as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value on the date of acquisition. Infrastructure assets acquired prior to the fiscal year ended December 31, 1979 are not reported.

Intangible assets prior to 2010 were capitalized and bundled with the infrastructure/land purchases and have been determined to have an indefinite life and therefore have not been broken out from the assets.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the lives of assets are not capitalized.

Property, plant and equipment of the City is depreciated using the straight line method over the following estimated useful lives:

Assets	Useful Life in Years
Buildings and Structures	20 to 50
Equipment and Machinery	3 to 20
Distribution and Collection Systems	50
Streets and Infrastructure	25

Deferred Outflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City has two items that qualify for reporting in this category. One is the deferred charge on refunding reported in the statement of net position of the government-wide and proprietary fund financial statements. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. The second item, deferred pension resources, is reported only in the statements of net position. This item results from actuarial calculations and current year pension contributions made subsequent to the measurement date.

City of Inver Grove Heights, Minnesota
Notes to the Financial Statements
December 31, 2017

Note 1: Summary of Significant Accounting Policies (Continued)

Compensated Absences

It is the City's policy to permit employees to accumulate earned but unused vacation, sick leave and personal leave benefits. There is an estimated liability for unpaid accumulated sick and personal leave that will be taken as severance upon retirement. All vacation and estimated retirement severance are accrued when incurred in government-wide and proprietary fund financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements. For the most part, the General fund is typically used to liquidate governmental compensated absences payable.

Other Postemployment Benefits

Under Minnesota statute 471.61, subdivision 2b, public employers must allow retirees and their dependents to continue coverage indefinitely in an employer-sponsored health care plan, under the following conditions: 1) Retirees must be receiving (or eligible to receive) an annuity from a Minnesota public pension plan, 2) Coverage must continue in a group plan until age 65, and retirees must pay no more than the group premium, and 3) Retirees are able to add dependent coverage during open enrollment period or qualifying life event prior to retirement. All premiums are funded on a pay-as-you-go basis. The liability was determined, in accordance with GASB Statement No. 45, at January 1, 2016. The General fund is typically used to liquidate governmental other postemployment benefits payable.

In 2008, the City implemented the requirement of a new accounting pronouncement, GASB Statement No. 45, Accounting and Financial Reporting by Employers for Postemployment Benefits Other than Pensions. An actuarial valuation was calculated to determine the City's annual required contribution (ARC) liability. At that time the City deemed the ARC liability to be immaterial; however, based on the 2015 actuarial valuation, liabilities for other postemployment benefits have since been recorded. The liability is typically liquidated through the General fund, Water fund, Sewer fund, and Golf Course fund.

Long-term Obligations

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. The recognition of bond premiums and discounts are amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are reported as an expense in the period incurred.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Pensions

For purposes of measuring the net pension liability, deferred outflows/inflows of resources, and pension expense, information about the fiduciary net position of the Public Employees Retirement Association (PERA) and additions to/deductions from PERA's fiduciary net position have been determined on the same basis as they are reported by PERA except that PERA's fiscal year end is June 30. For this purpose, plan contributions are recognized as of employer payroll paid dates and benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. For the most part, the General fund is typically used to liquidate governmental pension liabilities.

For purposes of measuring the net pension liability (asset), deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the defined benefit plan administered by Inver Grove Height's Fire Relief Association and additions to and deductions from the plan's fiduciary net position have been determined on the same basis as they are reported by the plan. Investments are reported at fair value.

City of Inver Grove Heights, Minnesota
Notes to the Financial Statements
December 31, 2017

Note 1: Summary of Significant Accounting Policies (Continued)

Deferred Inflows of Resources

In addition to liabilities, the statement of net position and fund financial statements will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has two types of items, which arise only under a modified accrual basis of accounting that qualifies as needing to be reported in this category. Accordingly, one of the items, *unavailable revenue*, is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from two sources: property taxes and special assessments. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

The City has an additional item which qualifies for reporting in this category. The item, deferred pension resources, is reported only in the statements of net position and results from actuarial calculations.

Net Position

Net position represents the difference between assets and deferred outflows of resources and liabilities and deferred inflows of resources. Net position is displayed in three components:

- a. Net investment in capital assets - Consists of capital assets, net of accumulated depreciation reduced by any outstanding debt attributable to acquire capital assets.
- a. Restricted net position - Consists of net position balances restricted when there are limitations imposed on their use through external restrictions imposed by creditors, grantors, laws or regulations of other governments.
- b. Unrestricted net position - All other net position balances that do not meet the definition of "restricted" or "net investment in capital assets".

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed.

City of Inver Grove Heights, Minnesota
Notes to the Financial Statements
December 31, 2017

Note 1: Summary of Significant Accounting Policies (Continued)

Fund Balance

In the fund financial statements, fund balance is divided into five classifications based primarily on the extent to which the City is bound to observe constraints imposed upon the use of resources reported in the governmental funds. These classifications are defined as follows:

Nonspendable - Amounts that cannot be spent because they are not in spendable form, such as prepaid items.

Restricted - Amounts related to externally imposed constraints established by creditors, grantors or contributors; or constraints imposed by state statutory provisions.

Committed - Amounts constrained for specific purposes that are internally imposed by formal action (resolution) of the City Council, which is the City's highest level of decision-making authority. Committed amounts cannot be used for any other purpose unless the City Council modifies or rescinds the commitment by resolution.

Assigned - These are amounts that are constrained by the City's intent to be used for specific purposes but are neither restricted nor committed. Pursuant to the Fund Balance Policy approved by City Council, the City Administrator has been delegated the authority to assign and remove assignments of fund balance amounts for specific purposes.

Unassigned - These are residual amounts in the General fund not reported in any other classification. The General fund is the only fund that can report a positive unassigned fund balance. Other funds would report a negative unassigned fund balance should the total of nonspendable, restricted and committed fund balances exceed the total net resources of that fund.

The City considers restricted amounts to be spent first when both restricted and unrestricted fund balance is available. Additionally, the City would first use committed, then assigned, and lastly unassigned amounts of unrestricted fund balance when expenditures are made.

The City has formally adopted a fund balance policy for the General fund. The City will strive to maintain a minimum General fund unassigned fund balance of 40 to 45 percent of next year's budgeted expenditures.

Note 2: Stewardship, Compliance and Accountability

A. Budgetary Information

Budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles), as applied to governmental units by the Government Accounting Standards Board (GASB). An annual appropriated budget is adopted for the General fund as well as for the Convention and Visitors Bureau, Recreation, Community Center and Economic Development Authority special revenue funds.

Budgeted amounts are reported as originally adopted, as well as amended by the City Council. Individual amendments were not material in relation to the original appropriations which were adjusted. Budgeted expenditure appropriations lapse at year-end. Any unencumbered appropriations that need to be carried forward to the next year must be reappropriated by the City Council from the fund balance.

Encumbrance accounting, under which purchase orders, contracts, and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation, is employed as an extension of formal budgetary integration in the General fund. Encumbrances outstanding at year-end expire and outstanding purchase orders are cancelled and not reported in the financial statements. Therefore there are no outstanding encumbrances at year end.

City of Inver Grove Heights, Minnesota
Notes to the Financial Statements
December 31, 2017

Note 2: Stewardship, Compliance and Accountability (Continued)

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

1. The City Administrator submits to the City Council a proposed operating budget for the fiscal year commencing the following January 1. The operating budget includes proposed expenditures and the means of financing them.
2. Public meetings are conducted to obtain taxpayer comments.
3. The General fund budget is legally enacted through passage of a resolution on a departmental basis and can be expended by each department based upon detailed budget estimates for that department. The Convention and Visitors Bureau, Recreation, Community Center and Economic Development Authority special revenue fund budgets are legally enacted through passage of resolutions for each fund as a whole.
4. The City Administrator is authorized to transfer appropriations within a fund's budget. Additional fund appropriations and deletions are or may be authorized by the City Council.
5. Formal budgetary integration is employed as a management control device during the year for the General fund.
6. Legal debt obligation indentures determine the appropriation level and debt service tax levies for the Debt Service funds. Supplementary budgets are adopted for the Proprietary funds to determine and calculate user charges. These debt service and budget amounts represent general obligation bond indenture provisions and net income for operation and capital maintenance and are not reflected in the financial statements.
7. A capital improvement program is reviewed annually by the City Council for the Capital Project funds. However, appropriations for major projects are not adopted until the actual bid award of the improvement. The appropriations are not reflected in the financial statements.
8. Expenditures may not legally exceed budgeted appropriations at the total fund level. Monitoring of budgets is maintained at the expenditure category level (i.e., personnel services; other current; capital outlay) within each activity.
9. The City Council may authorize transfers of budgeted amounts between City funds.

B. Excess of Expenditures Over Appropriations

For the year ended December 31, 2017, expenditures exceeded appropriations in the following special revenue funds:

Fund	Budget	Actual	Excess of Expenditures Over Appropriations
Nonmajor			
Recreation	\$ 637,900	\$ 642,494	\$ 4,594
Economic Development Authority	94,400	487,767	393,367

The excess of expenditures over appropriations for the Economic Development Authority was funded by actual transfers in. The Recreation fund was funded by excess revenues and fund balance.

City of Inver Grove Heights, Minnesota
Notes to the Financial Statements
December 31, 2017

Note 2: Stewardship, Compliance and Accountability (Continued)

C. Deficit Fund Equity

The following fund had a fund equity deficit at December 31, 2017:

Fund	Amount
Major	
Community Center	\$ 1,786,819

The fund deficit is expected to be eliminated with future fund revenues or transfers from other funds.

Note 3: Detailed Notes on All Funds

A. Deposits and Investments

Deposits

Custodial credit risk for deposits and investments is the risk that in the event of a bank failure, the City's deposits and investments may not be returned or the City will not be able to recover collateral securities in the possession of an outside party. In accordance with Minnesota statutes and as authorized by the City Council, the City maintains deposits at depository banks, all of which are members of the Federal Reserve System.

Minnesota statutes require that all City deposits be protected by insurance, surety bond or collateral. The market value of collateral pledged must equal 110 percent of the deposits not covered by insurance or bonds, with the exception of irrevocable standby letters of credit issued by Federal Home Loan Banks as this type of collateral only requires collateral pledged equal to 100 percent of the deposits not covered by insurance or bonds.

Authorized collateral in lieu of a corporate surety bond includes:

- United States government Treasury bills, Treasury notes, Treasury bonds;
- Issues of United States government agencies and instrumentalities as quoted by a recognized industry quotation service available to the government entity;
- General obligation securities of any state or local government with taxing powers which is rated "A" or better by a national bond rating service, or revenue obligation securities of any state or local government with taxing powers which is rated "AA" or better by a national bond rating service;
- General obligation securities of a local government with taxing powers may be pledged as collateral against funds deposited by that same local government entity;
- Irrevocable standby letters of credit issued by Federal Home Loan Banks to a municipality accompanied by written evidence that the bank's public debt is rated "AA" or better by Moody's Investors Service, Inc., or Standard & Poor's Corporation; and
- Time deposits that are fully insured by any federal agency.

Minnesota statutes require that all collateral shall be placed in safekeeping in a restricted account at a Federal Reserve Bank, or in an account at a trust department of a commercial bank or other financial institution that is not owned or controlled by the financial institution furnishing the collateral. The selection should be approved by the government entity.

At year end, the City's carrying amount of deposits was \$12,556,537 and the bank balance was \$13,028,283. Of the bank balance, \$510,000 was covered by federal depository insurance. The remaining bank balance was covered by collateral held by the City's agent in the City's name.

City of Inver Grove Heights, Minnesota
Notes to the Financial Statements
December 31, 2017

Note 3: Detailed Notes on All Funds (Continued)

Investments

At year end, the City's investment balances were as follows:

Types of Investments	Credit	Segmented	Amount	Fair Value Measurement Using		
	Quality/ Ratings (1)	Time Distribution (2)		Level 1	Level 2	Level 3
Pooled Investments at Amortized Costs						
Broker Money Market Funds	N/A	less than 6 months	\$ 29,745			
Non-pooled Investments at Fair Value						
Negotiable Certificates of Deposits	N/A	less than 6 months	1,038,823	\$ -	\$ 1,038,823	\$ -
Negotiable Certificates of Deposits	N/A	6 months to 1 year	977,047	-	977,047	-
Negotiable Certificates of Deposits	N/A	1 to 3 years	3,758,553	-	3,758,553	-
Negotiable Certificates of Deposits	N/A	more than 3 years	2,046,148	-	2,046,148	-
Government Agency Securities	AA+	less than 6 months	978,880	978,880	-	-
Government Agency Securities	AA+	more than 3 years	670,286	670,286	-	-
Mortgage Backed Securities	AAA	6 months to 1 year	4,988,025	-	4,988,025	-
Mortgage Backed Securities	AAA	1 to 3 years	5,256,012	-	5,256,012	-
Mortgage Backed Securities	AAA	more than 3 years	1,048,982	-	1,048,982	-
Municipal Bonds	AAA	less than 6 months	999,200	-	999,200	-
Municipal Bonds	AAA	6 months to 1 year	847,204	-	847,204	-
Municipal Bonds	AAA	1 to 3 years	988,740	-	988,740	-
Municipal Bonds	AAA	more than 3 years	729,050	-	729,050	-
Municipal Bonds	AA+	less than 6 months	-	-	-	-
Municipal Bonds	AA+	1 to 3 years	1,734,521	-	1,734,521	-
Municipal Bonds	AA+	more than 3 years	500,985	-	500,985	-
Municipal Bonds	AA	less than 6 months	-	-	-	-
Municipal Bonds	AA	1 to 3 years	994,690	-	994,690	-
Municipal Bonds	AA	more than 3 years	356,587	-	356,587	-
Municipal Bonds	A+	1 to 3 years	-	-	-	-
Municipal Bonds	AA-	6 months to 1 year	-	-	-	-
Municipal Bonds	AA-	1 to 3 years	3,341,586	-	3,341,586	-
Municipal Bonds	A1	1 to 3 years	992,530	-	992,530	-
Municipal Bonds	A2	more than 3 years	1,947,060	-	1,947,060	-
Municipal Bonds	Aa1	1 to 3 years	4,972,466	-	4,972,466	-
Municipal Bonds	Aa1	more than 3 years	1,176,420	-	1,176,420	-
Municipal Bonds	Aa2	less than 6 months	2,998,010	-	2,998,010	-
Municipal Bonds	Aa2	6 months to 1 year	3,515,825	-	3,515,825	-
Municipal Bonds	Aa2	1 to 3 years	1,845,751	-	1,845,751	-
Municipal Bonds	Aa2	more than 3 years	2,046,890	-	2,046,890	-
Municipal Bonds	Aa3	less than 6 months	425,085	-	425,085	-
Municipal Bonds	Aa3	6 months to 1 year	326,522	-	326,522	-
Municipal Bonds	AA-	more than 3 years	-	-	-	-
Treasury Securities	N/A	less than 6 months	8,568,694	8,568,694	-	-
Treasury Securities	N/A	6 months to 1 year	78,738	78,738	-	-
Treasury Securities	N/A	1 to 3 years	5,375,141	5,375,141	-	-
Total Investments			\$ 65,554,196	\$ 15,671,739	\$ 49,852,712	\$ -

(1) Ratings are provided by Standard & Poor's where applicable to indicate associated credit risk.

(2) Interest rate risk is disclosed using the segmented time distribution method.

N/A Indicates not applicable or available.

City of Inver Grove Heights, Minnesota
Notes to the Financial Statements
December 31, 2017

Note 3: Detailed Notes on All Funds (Continued)

The investments of the City are subject to the following risks:

- *Interest Rate Risk* is the risk that changes in interest rates will adversely affect the fair value of an investment. In accordance with the City's investment policy, the City will not directly invest more than five percent (5 percent) of the total portfolio in securities maturing more than five (5) years from the date of purchase, unless matched to a specific cash flow. The City was not exposed to interest rate risks due to the fact that their investments are not exposed to highly sensitive changes in interest rates.
- *Credit Risk*. Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. Ratings are provided by various credit rating agencies and where applicable, indicate associated credit risk. Minnesota statutes and the City's investment policy limit the City's investments to the list on page 64 of the notes to the financial statements. In accordance with its investment policy, the City will minimize credit risk by limiting investments to the safest types of securities, pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with which the City will do business, and diversifying the investment portfolio so that the impact of potential losses from any one type of security or from any one individual issuer will be minimized.
- *Concentration of Credit Risk*. Concentration of credit risk is defined as positions of five percent (5 percent) or more in the securities of a single issuer. The City's investment policy does not allow for an investment in any issuer or security type (except U.S. Treasury Bonds) that is in excess of fifty percent (50 percent) of the City's total investments. As of December 31, 2017, the following issuer exceeded 5 percent of the City's total investments: FNMA (9.55 percent).
- *Custodial Credit Risk- Deposits*. In the case of deposits, this is the risk that in the event of a bank failure, the City's deposits may not be returned to it. Minnesota statutes and the City's investment policy states that in order to provide a level of security for all funds, the collateralization level will be 110 percent of market value not covered by insurance. As of December 31, 2017, all of the City's bank balance was covered by federal depository insurance or by perfected collateral held by the City's agent in the City's name.
- *Custodial Credit Risk - Investments*. For an investment, this is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities that are in possession of an outside party. As of December 31, 2017, all securities were held by the City or its agent in the City's name. The City does not have an investment policy for custodial credit risk.

The City's investments held by a broker-dealer were insured by SIPC or other supplemental insurance as of December 31, 2017. However, each investment brokerage firm may have a limit to their supplemental insurance coverage and because of the size of the City's portfolio in relation to the brokerage firm's excess SIPC coverage limits; the portion of the supplemental policy applicable to the City's portfolio is unknown. The City accepts the risk due to the controls in place at the broker-dealer.

City of Inver Grove Heights, Minnesota
Notes to the Financial Statements
December 31, 2017

Note 3: Detailed Notes on All Funds (Continued)

A reconciliation of cash and temporary investments as shown on the statement of net position for the City follows:

Carrying Amount of Deposits	\$ 12,556,537
Investments	65,554,196
Petty Cash	<u>17,550</u>
 Total	 <u><u>\$ 78,128,283</u></u>
 As Reported on the Financial Statements	
Statement of net position	
Cash and temporary investments	\$ 62,742,449
Cash held with fiscal agent	14,152,589
Fiduciary statement of net position	
Cash and temporary investments	<u>1,233,245</u>
 Total	 <u><u>\$ 78,128,283</u></u>

B. Capital Assets

Capital asset activity for the year ended December 31, 2017 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental Activities				
Capital Assets not being Depreciated				
Land	\$ 30,693,007	\$ 28,180	\$ -	\$ 30,721,187
Construction in progress	<u>9,366,082</u>	<u>3,149,306</u>	<u>(4,102,766)</u>	<u>8,412,622</u>
Total Capital Assets not being Depreciated	<u>40,059,089</u>	<u>3,177,486</u>	<u>(4,102,766)</u>	<u>39,133,809</u>
 Capital Assets, being Depreciated				
Infrastructure	101,249,584	3,065,057	-	104,314,641
Buildings and systems	36,871,044	184,998	(73,399)	36,982,643
Improvements other than buildings	8,663,581	61,521	(20,054)	8,705,048
Machinery and equipment	<u>11,462,027</u>	<u>1,464,412</u>	<u>(1,343,441)</u>	<u>11,582,998</u>
Total Capital Assets being Depreciated	<u>158,246,236</u>	<u>4,775,988</u>	<u>(1,436,894)</u>	<u>161,585,330</u>
 Less Accumulated Depreciation for				
Infrastructure	(51,384,743)	(2,333,066)	-	(53,717,809)
Buildings and systems	(18,019,621)	(1,429,780)	73,399	(19,376,002)
Improvements other than buildings	(4,533,795)	(347,982)	20,054	(4,861,723)
Machinery and equipment	<u>(7,560,505)</u>	<u>(967,106)</u>	<u>1,235,592</u>	<u>(7,292,019)</u>
Total Accumulated Depreciation	<u>(81,498,664)</u>	<u>(5,077,934)</u>	<u>1,329,045</u>	<u>(85,247,553)</u>
 Total Capital Assets being Depreciated, Net	 <u>76,747,572</u>	 <u>(301,946)</u>	 <u>(107,849)</u>	 <u>76,337,777</u>
 Governmental Activities Capital Assets, Net	 <u><u>\$ 116,806,661</u></u>	 <u><u>\$ 2,875,540</u></u>	 <u><u>\$ (4,210,615)</u></u>	 <u><u>\$ 115,471,586</u></u>

City of Inver Grove Heights, Minnesota
Notes to the Financial Statements
December 31, 2017

Note 3: Detailed Notes on All Funds (Continued)

Depreciation expense was charged to functions of the governmental activities as follows:

General Government	\$ 658,803
Public Safety	290,638
Public Works	2,890,908
Culture and Recreation	1,222,558
Community development	<u>15,027</u>
Total Depreciation Expense - Governmental Activities	<u><u>\$ 5,077,934</u></u>

	Beginning Balance	Increases	Decreases	Ending Balance
Business-type Activities				
Capital Assets not being Depreciated				
Land	\$ 2,880,405	\$ -	\$ -	\$ 2,880,405
Construction in progress	<u>9,310,932</u>	<u>3,347,863</u>	<u>(2,973,035) *</u>	<u>9,685,760</u>
Total Capital Assets not being Depreciated	<u>12,191,337</u>	<u>3,347,863</u>	<u>(2,973,035)</u>	<u>12,566,165</u>
Capital Assets being Depreciated				
Buildings and systems	82,952,848	1,022,899	-	83,975,747
Improvements other than buildings	4,605,862	39,924	-	4,645,786
Machinery and equipment	<u>1,386,533</u>	<u>-</u>	<u>-</u>	<u>1,386,533</u>
Total Capital Assets being Depreciated	<u>88,945,243</u>	<u>1,062,823</u>	<u>-</u>	<u>90,008,066</u>
Less Accumulated Depreciation for				
Buildings and systems	(29,793,665)	(1,662,504)	-	(31,456,169)
Improvements other than buildings	(3,522,195)	(143,733)	-	(3,665,928)
Machinery and equipment	<u>(1,049,914)</u>	<u>(60,353)</u>	<u>-</u>	<u>(1,110,267)</u>
Total Accumulated Depreciation	<u>(34,365,774)</u>	<u>(1,866,590)</u>	<u>-</u>	<u>(36,232,364)</u>
Total Capital Assets being Depreciated, Net	<u>54,579,469</u>	<u>(803,767)</u>	<u>-</u>	<u>53,775,702</u>
Business-type Activities Capital Assets, Net	<u><u>\$ 66,770,806</u></u>	<u><u>\$ 2,544,096</u></u>	<u><u>\$ (2,973,035)</u></u>	<u><u>\$ 66,341,867</u></u>

* The decrease in construction in progress is greater than the increase in capital assets due to reclassification of construction in progress as repairs and maintenance.

Depreciation expense was charged to programs of the business-type activities as follows:

Water	\$ 968,851
Sewer	678,407
Golf Course	<u>219,332</u>
Total Depreciation Expense - Business-type Activities	<u><u>\$ 1,866,590</u></u>

City of Inver Grove Heights, Minnesota
Notes to the Financial Statements
December 31, 2017

Note 3: Detailed Notes on All Funds (Continued)

C. Construction Commitments

The City has the following construction commitments at December 31, 2017 as follows:

Project	Spent to date	Remaining Commitment
60th Street Area Reconstruction (Project 1609D)	\$ 1,498,284	\$ 83,807
60th Street Area Utility Improvements (Project 1610)	179,952	18,868
NWA Trunk Watermain Improvement 65th Street (Project 1512)	148,243	8,123
Bancroft Way Area Reconstruction (Project 1609E)	1,175,685	152,594
NWA Trunk Utility Improvement - Argenta District (Project 1513)	3,067,680	58,776
NWA Trunk Utility Improvement - Argenta District (Project 1516)	3,374,207	165,695
NWA Trunk Watermain Improvement - 65th St (Phase II) (Project 1702)	1,385,438	150,576

D. Long-term Debt

General Obligation (G.O.) Bonds

The City issues G.O. and revenue bonds to provide funds for the acquisition and construction of major capital facilities and equipment. Debt service is covered by tax increments, special assessments, property tax levies and revenues. In addition, bonds have been issued to refund G.O., G.O. tax increment, G.O. special assessment, and G.O. revenue bonds.

Description	Authorized and Issued	Interest Rate	Issue Date	Maturity Date	Balance at Year End
G.O. Capital Bonds, Series 2009A	\$ 9,900,000	2.00 - 4.38 %	06/03/09	02/01/34	\$ 8,725,000
G.O. Bonds, Series 2015A	7,745,000	2.00 - 3.00	09/17/15	02/01/31	7,345,000
G.O. Refunding Capital Bonds, Series 2016A	8,515,000	2.75 - 3.00	12/29/16	02/01/34	8,515,000
Total G.O. Bonds					<u>\$ 24,585,000</u>

Annual debt service requirements to maturity for G.O. bonds are as follows:

Year Ending December 31,	Governmental Activities		
	Principal	Interest	Total
2018	\$ 9,195,000	\$ 619,122	\$ 9,814,122
2019	805,000	428,663	1,233,663
2020	835,000	408,888	1,243,888
2021	875,000	388,138	1,263,138
2022	915,000	363,763	1,278,763
2023-2027	5,205,000	1,369,988	6,574,988
2028-2032	5,340,000	576,019	5,916,019
2033-2034	1,415,000	42,825	1,457,825
Total	<u>\$ 24,585,000</u>	<u>\$ 4,197,406</u>	<u>\$ 28,782,406</u>

City of Inver Grove Heights, Minnesota

Notes to the Financial Statements

December 31, 2017

Note 3: Detailed Notes on All Funds (Continued)

G.O. Improvement (Special Assessment) Bonds

The following bonds were issued to finance various improvements and will be repaid primarily from special assessments levied on the properties benefiting from the improvements. Some issues, however, are partially financed by ad valorem tax levies. All special assessment debt is backed by the full faith and credit of the City. Each year the combined assessment and tax levy equals 105 percent of the amount required for debt service. The excess of 5 percent is to cover any delinquencies in tax or assessment payments.

Description	Authorized and Issued	Interest Rate	Issue Date	Maturity Date	Balance at Year End
G.O. Improvement Bonds, Series 2010B	\$ 4,885,000	2.00 - 3.13 %	10/06/10	02/01/27	\$ 3,080,000
G.O. Refunding Bonds, Series 2010C	905,000	2.00 - 2.35	10/06/10	02/01/18	75,000
G.O. Improvement Refunding Bonds, Series 2011A	1,075,000	2.00	08/18/11	02/01/18	165,000
G.O. Improvement Refunding Bonds, Series 2014B	2,415,000	2.00	12/30/14	02/01/20	1,530,000
G.O. Improvement Bonds, Series 2017B	3,505,000	2.00 - 3.00	12/11/17	02/01/33	<u>3,505,000</u>
Total G.O. Special Assessment Bonds					<u>\$ 8,355,000</u>

Annual debt service requirements to maturity for G.O. special assessment bonds are as follows:

Year Ending December 31,	Governmental Activities		
	Principal	Interest	Total
2018	\$ 1,265,000	\$ 169,632	\$ 1,434,632
2019	1,020,000	184,306	1,204,306
2020	840,000	160,069	1,000,069
2021	615,000	139,419	754,419
2022	625,000	120,819	745,819
2023-2027	2,570,000	366,960	2,936,960
2028-2032	1,175,000	101,256	1,276,256
2033	245,000	3,063	248,063
Total	<u>\$ 8,355,000</u>	<u>\$ 1,245,524</u>	<u>\$ 9,600,524</u>

G.O. Tax Increment Bonds

The following bonds were issued for redevelopment projects. The additional tax increments resulting from increased tax capacity of the redeveloped properties will be used to retire the related debt.

Description	Authorized and Issued	Interest Rate	Issue Date	Maturity Date	Balance at Year End
G.O. Tax Increment Refunding Bonds, Series 2011A	\$ 3,430,000	2.00 - 2.25 %	08/08/11	02/01/19	<u>\$ 1,115,000</u>

City of Inver Grove Heights, Minnesota
Notes to the Financial Statements
December 31, 2017

Note 3: Detailed Notes on All Funds (Continued)

Annual debt service requirements to maturity for G.O. tax increment bonds are as follows:

Year Ending December 31,	Governmental Activities		
	Principal	Interest	Total
2018	\$ 555,000	\$ 18,150	\$ 573,150
2019	560,000	6,300	566,300
Total	<u>\$ 1,115,000</u>	<u>\$ 24,450</u>	<u>\$ 1,139,450</u>

G.O. Revenue Bonds

The following bonds were issued to finance capital improvements in the enterprise funds. They will be repaid from future revenues pledged from the Water and Sewer enterprise funds and are backed by the taxing power of the City. Annual revenues from charges for services, principal and interest payments, and percentage of revenue required to cover principal and interest payments are as follows:

	Water		Sewer	
Net Operating Revenues	\$ 3,051,811		\$ 3,460,592	
Principal and Interest	902,324		1,274,112	
Percentage of Revenues	29.57 %		36.82 %	

Description	Authorized and Issued	Interest Rate	Issue Date	Maturity Date	Balance at Year End
G.O. Sewer Revenue Bonds, Series 2010A	\$ 6,865,000	2.00 - 4.00 %	10/06/10	02/01/36	\$ 5,970,000
G.O. Utility Revenue Refunding Bonds, Series 2012A	5,315,000	2.00 - 2.15	04/24/12	02/01/22	2,390,000
G.O. Sewer Revenue Refunding Bonds, Series 2014B	5,015,000	2.00 - 3.00	12/30/14	02/01/20	4,655,000
G.O. Sewer Revenue Bonds, Series 2015B	4,185,000	3.00 - 4.00	09/17/15	02/01/31	4,025,000
G.O. Sewer Refunding Revenue Bonds, Series 2017A	5,685,000	1.50 - 3.00	01/12/17	02/01/36	<u>5,685,000</u>
Total G.O. Revenue Bonds					<u>\$ 22,725,000</u>

City of Inver Grove Heights, Minnesota
Notes to the Financial Statements
December 31, 2017

Note 3: Detailed Notes on All Funds (Continued)

The annual debt service requirements to maturity for G.O. revenue bonds are as follows:

Year Ending December 31,	Business-type Activities		
	Principal	Interest	Total
2018	\$ 1,640,000	\$ 646,850	\$ 2,286,850
2019	6,680,000	515,663	7,195,663
2020	1,230,000	387,713	1,617,713
2021	1,270,000	355,163	1,625,163
2022	1,305,000	321,288	1,626,288
2023-2027	4,995,000	1,167,281	6,162,281
2028-2032	4,005,000	453,237	4,458,237
2033-2036	1,600,000	89,374	1,689,374
Total	<u>\$ 22,725,000</u>	<u>\$ 3,936,569</u>	<u>\$ 26,661,569</u>

City of Inver Grove Heights, Minnesota
Notes to the Financial Statements
December 31, 2017

Note 3: Detailed Notes on All Funds (Continued)

Changes in Long-term Liabilities

Long-term liability activity for the year ended December 31, 2017 was as follows:

Governmental Activities

Bonds Payable					
G.O. bonds	\$ 25,315,000	\$ -	\$ (730,000)	\$ 24,585,000	\$ 9,195,000
G.O. special					
assessment bonds	6,145,000	3,505,000	(1,295,000)	8,355,000	1,265,000
G.O. tax increment bonds	1,665,000	-	(550,000)	1,115,000	555,000
Bond premium	533,957	128,904	(60,697)	602,164	-
Total Bonds Payable	33,658,957	3,633,904	(2,635,697)	34,657,164	11,015,000
Compensated Absences Payable	1,783,501	892,861	(743,728)	1,949,725	804,650
Pension Liability					
GERF	7,306,156	2,919,400	(4,359,449)	5,866,107	-
PEPFF	13,323,738	9,422,211	(18,128,542)	4,617,407	-
Other Postemployment					
Benefits Payable	185,365	79,582	(46,647)	218,300	-
Governmental Activity					
Long-term Liabilities	<u>\$ 56,257,717</u>	<u>\$ 16,947,958</u>	<u>\$ (25,914,063)</u>	<u>\$ 47,308,703</u>	<u>\$ 11,819,650</u>

Business-type Activities

Bonds Payable					
G.O. revenue bonds	\$ 18,600,000	\$ 5,685,000	\$ (1,560,000)	\$ 22,725,000	\$ 1,640,000
Bond premium	418,096	99,422	(45,091)	472,427	-
Total Bonds Payable	19,018,096	5,784,422	(1,605,091)	23,197,427	1,640,000
Compensated Absences Payable	235,748	203,932	(165,994)	273,686	87,986
Pension Liability					
GERF	1,332,997	941,933	(1,208,085)	1,066,845	-
Other Postemployment					
Benefits Payable	22,451	10,891	(6,964)	26,378	-
Business-type Activity					
Long-term Liabilities	<u>\$ 20,609,292</u>	<u>\$ 6,941,178</u>	<u>\$ (2,986,134)</u>	<u>\$ 24,564,336</u>	<u>\$ 1,727,986</u>

Refunding Bonds

On January 12, 2017, the City issued \$5,685,000 of General Obligation Sewer Revenue Crossover Refunding Bonds, Series 2017A. The bonds bear an average coupon rate of 2.78 percent and will refund the outstanding principal of the Sewer Revenue Bonds, Series 2010A. As a result of the refunding issue, the City will save \$303,610 in debt service payments and achieve an economic gain (the present value of the difference of the old and the new debt service) of \$234,720. *

City of Inver Grove Heights, Minnesota
Notes to the Financial Statements
December 31, 2017

Note 3: Detailed Notes on All Funds (Continued)

E. Components of Fund Balance

Fund equity balances are classified below to reflect the limitations and restrictions of the respective funds.

	General	Improvement Bonds	Closed Bond	Local Improvement Construction
Nonspendable				
Prepaid items	\$ 141,195	\$ -	\$ -	\$ -
Restricted for				
Debt service	-	12,425,517	-	-
Equipment acquisition	-	-	-	-
Community development	-	-	-	-
Park improvements	-	-	-	-
Capital improvements	-	-	-	2,716,023
Total Restricted	-	12,425,517	-	2,716,023
Committed to				
Convention and Visitors Bureau	-	-	-	-
Recreation	-	-	-	-
Economic development	-	-	-	-
Total Committed	-	-	-	-
Assigned to				
Capital improvements	-	-	2,061,223	-
Unassigned	10,038,550	-	-	(1,954,341)
Total	<u>\$ 10,179,745</u>	<u>\$ 12,425,517</u>	<u>\$ 2,061,223</u>	<u>\$ 761,682</u>

City of Inver Grove Heights, Minnesota
Notes to the Financial Statements
December 31, 2017

Note 3: Detailed Notes on All Funds (Continued)

	Pavement Management	Host Community	Community Center	Other Governmental	Total
Nonspendable					
Prepaid items	\$ -	\$ 1,000	\$ 399	\$ 16,362	\$ 158,956
Restricted for					
Debt service	-	-	-	13,426	12,438,943
Equipment acquisition	-	-	-	582,747	582,747
Community development	-	-	-	2,336,758	2,336,758
Park improvements	-	-	-	2,055,964	2,055,964
Capital improvements	145,483	-	-	-	2,861,506
Total Restricted	145,483	-	-	4,988,895	20,275,918
Committed to					
Convention and					
Visitors Bureau	-	-	-	141,603	141,603
Recreation	-	-	-	369,188	369,188
Economic development	-	-	-	228,026	228,026
Total Committed	-	-	-	738,817	738,817
Assigned to					
Capital improvements	5,392,972	4,193,911	-	5,421,060	17,069,166
Unassigned	-	-	(1,787,218)	-	6,296,991
Total	\$ 5,538,455	\$ 4,194,911	\$ (1,786,819)	\$ 11,165,134	\$ 44,539,848

F. Interfund Receivables, Payables and Transfers

The composition of interfund balances at December 31, 2017 is as follows:

Receivable Fund	Payable Fund	Purpose	Amount
Internal Service	Golf Course	To loan funds for repairs and maintenance	\$ 2,047,700
Internal Service	Community Center	To loan funds for capital improvements	1,897,884
Host Community	Local Improvement Construction	To eliminate cash deficit	579,703
Host Community	Nonmajor governmental	To loan funds for land purchase	1,000,000
Host Community	Nonmajor governmental	To eliminate cash deficit	65,925
Host Community	Nonmajor governmental	To eliminate cash deficit	9,066
Total			\$ 5,600,278

The Internal Service Central Equipment fund made advances to the Golf Course and Community Center funds which will be paid back in annual installments. The Host Community fund made advances to the nonmajor governmental EDA fund, which will be paid back when the land for resale has sold. All other interfund loans are expected to be repaid within one year.

City of Inver Grove Heights, Minnesota
Notes to the Financial Statements
December 31, 2017

Note 3: Detailed Notes on All Funds (Continued)

The composition of interfund transfers for the year ended December 31, 2017 is as follows:

Fund	Transfer In			
	General	Improvement Bonds	Local Improvement Construction	Pavement Management
Transfer Out				
General	\$ -	\$ -	\$ -	\$ 700,000
Closed Bond	-	200,000	-	-
Pavement Management	-	-	3,340	-
Host Community	200,000	-	-	500,000
Community Center	-	-	644,033	-
Nonmajor Governmental	6,659	-	126,033	-
Water	236,000	-	417	-
Sewer	236,000	-	85,612	-
Internal Service Funds	-	-	229,174	-
Total	<u>\$ 678,659</u>	<u>\$ 200,000</u>	<u>\$ 1,088,609</u>	<u>\$ 1,200,000</u>

Fund	Transfer In				Total
	Community Center	Nonmajor Governmental	Sewer	Golf Course	
Transfer Out					
General	\$ -	\$ 618,700	\$ -	\$ -	\$ 1,318,700
Closed Bond	-	97,007	-	-	297,007
Pavement Management	-	-	-	-	3,340
Host Community	555,056	90,441	-	100,000	1,445,497
Community Center	-	-	-	-	644,033
Nonmajor Governmental	515,000	604,375	-	-	1,252,067
Water	-	-	551,752	-	788,169
Sewer	-	-	-	-	321,612
Internal Service Funds	-	20,300	-	-	249,474
Total	<u>\$ 1,070,056</u>	<u>\$ 1,430,823</u>	<u>\$ 551,752</u>	<u>\$ 100,000</u>	<u>\$ 6,319,899</u>

City of Inver Grove Heights, Minnesota
Notes to the Financial Statements
December 31, 2017

Note 3: Detailed Notes on All Funds (Continued)

The City annually budgets transfers for specific purposes and includes transfers to cover funds annual operations, transfers for debt service payments, transfers made as part of capital improvement plans and other transfers made for various reasons. The City made the following one-time non-budgeted transfers for the year ended December 31, 2017:

- A transfer from the General fund to the Pavement Management fund was adopted by resolution. The transfer was for construction projects.
- A transfer from the Closed Bond fund to the nonmajor governmental fund was adopted by resolution. The transfer was to close a fund.
- Transfers from the Pavement Management fund to the Local Improvement fund were adopted by resolution. The transfers were for construction projects.
- A transfer from the Host Community fund to the Pavement Management fund was adopted by resolution. The transfer was for construction projects.
- Transfers from the Host Community fund to the Community Center fund were budgeted and adopted by resolution. The transfers were to support operations and capital needs.
- Transfers from the Host Community fund to the nonmajor governmental funds were adopted by resolution. The transfers were for construction projects.
- Transfers from the nonmajor governmental funds to the Local Improvement Construction fund and other nonmajor governmental funds were adopted by resolution. The transfers were for construction projects.
- Transfers from the Water fund to the Local Improvement and Sewer fund were adopted by resolution. The transfers were for construction projects.
- Transfers from the Internal Service fund to the Local Improvement fund were adopted by resolution. The transfers were for construction projects.
- Transfers from the Sewer fund to the Local Improvement fund were adopted by resolution. The transfers were for construction projects.

City of Inver Grove Heights, Minnesota

Notes to the Financial Statements

December 31, 2017

Note 4: Defined Benefit Pension Plans - Statewide

A. Plan Description

The City participates in the following cost-sharing multiple-employer defined benefit pension plans administered by the Public Employees Retirement Association of Minnesota (PERA). PERA's defined benefit pension plans are established and administered in accordance with Minnesota statutes, chapters 353 and 356. PERA's defined benefit pension plans are tax qualified plans under Section 401(a) of the Internal Revenue Code.

General Employees Retirement Fund (GERF)

All full-time and certain part-time employees of the City are covered by the General Employees Retirement Fund (GERF). GERF members belong to either the Coordinated Plan or the Basic Plan. Coordinated Plan members are covered by Social Security and Basic Plan members are not. The Basic Plan was closed to new members in 1967. All new members must participate in the Coordinated Plan.

Public Employees Police and Fire Fund (PEPFF)

The PEPFF, originally established for police officers and firefighters not covered by a local relief association, now covers all police officers and firefighters hired since 1980. Effective July 1, 1999, the PEPFF also covers police officers and firefighters belonging to a local relief association that elected to merge with and transfer assets and administration to PERA.

B. Benefits Provided

PERA provides retirement, disability and death benefits. Benefit provisions are established by Minnesota statute and can only be modified by the state legislature.

Benefit increases are provided to benefit recipients each January. Increases are related to the funding ratio of the plan. Members in plans that are at least 90 percent funded for two consecutive years are given 2.5 percent increases. Members in plans that have not exceeded 90 percent funded, or have fallen below 80 percent, are given 1 percent increases.

The benefit provisions stated in the following paragraphs of this section are current provisions and apply to active plan participants. Vested, terminated employees who are entitled to benefits but are not receiving them yet are bound by the provisions in effect at the time they last terminated their public service.

GERF Benefits

Benefits are based on a member's highest average salary for any five successive years of allowable service, age, and years of credit at termination of service. Two methods are used to compute benefits for PERA's Coordinated and Basic Plan members. The retiring member receives the higher of a step-rate benefit accrual formula (Method 1) or a level accrual formula (Method 2). Under Method 1, the annuity accrual rate for a Basic Plan member is 2.2 percent of average salary for each of the first ten years of service and 2.7 percent for each remaining year. The annuity accrual rate for a Coordinated Plan member is 1.2 percent of average salary for each of the first ten years and 1.7 percent for each remaining year. Under Method 2, the annuity accrual rate is 2.7 percent of average salary for Basic Plan members and 1.7 percent for Coordinated Plan members for each year of service. For members hired prior to July 1, 1989, a full annuity is available when age plus years of service equal 90 and normal retirement age is 65. For members hired on or after July 1, 1989, normal retirement age is the age for unreduced Social Security benefits capped at 66.

PEPFF Benefits

For PEPFF members who were first hired prior to July 1, 1989, a full annuity is available when age plus years of service equal at least 90.

Benefits for the PEPFF members first hired after June 30, 2010, but before July 1, 2014, vest on a prorated basis from 50 percent after five years up to 100 percent after ten years of credited service. Benefits for PEPFF members first hired after June 30, 2014, vest on a prorated basis from 50 percent after ten years up to 100 percent after twenty years of credited service. The annuity accrual rate is 3 percent of average salary for each year of service.

City of Inver Grove Heights, Minnesota
Notes to the Financial Statements
December 31, 2017

Note 4: Defined Benefit Pension Plans - Statewide (Continued)

C. Contributions

Minnesota statutes chapter 353 sets the rates for employer and employee contributions. Contribution rates can only be modified by the state legislature.

GERF Contributions

Basic Plan members and Coordinated Plan members were required to contribute 9.10 percent and 6.50 percent, respectively, of their annual covered salary in calendar year 2017. The City was required to contribute 11.78 percent of pay for Basic Plan members and 7.50 percent for Coordinated Plan members in calendar year 2017. The City's contributions to the GERF for the years ending December 31, 2017, 2016 and 2015 were \$544,197, \$499,836 and \$488,967, respectively. The City's contributions were equal to the contractually required contributions for each year as set by Minnesota statute.

PEPFF Contributions

Plan members were required to contribute 10.8 percent of their annual covered salary in calendar year 2017. The City was required to contribute 16.20 percent of pay for PEPFF members in calendar year 2017. The City's contributions to the PEPFF for the years ending December 31, 2017, 2016 and 2015 were \$581,071, \$540,976 and \$499,560, respectively. The City's contributions were equal to the contractually required contributions for each year as set by Minnesota statute.

D. Pension Costs

GERF Pension Costs

At December 31, 2017, the City reported a liability of \$6,932,952 for its proportionate share of the GERF's net pension liability. The City's net pension liability reflected a reduction due to the State of Minnesota's contribution of \$6 million to the fund in 2017. The State of Minnesota is considered a non-employer contributing entity and the State's contribution meets the definition of a special funding situation. The State of Minnesota's proportionate share of the net pension liability associated with the City totaled \$87,187. The net pension liability was measured as of June 30, 2017, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's contributions received by PERA during the measurement period for employer payroll paid dates from July 1, 2016 through June 30, 2017 relative to the total employer contributions received from all of PERA's participating employers. At June 30, 2017, the City's proportionate share was 0.1086 percent which was an increase of 0.0022 from its proportion measured as of June 30, 2016.

For the year ended December 31, 2017, the City recognized pension expense of \$722,141 for its proportionate share of GERF's pension expense. In addition, the City recognized an additional \$2,518 as pension expense (and grant revenue) for its proportionate share of the State of Minnesota's contribution of \$6 million to the GERF.

City of Inver Grove Heights, Minnesota
Notes to the Financial Statements
December 31, 2017

Note 4: Defined Benefit Pension Plans - Statewide (Continued)

At December 31, 2017, the City reported its proportionate share of GERS's deferred outflows of resources and deferred inflows of resources, and its contributions subsequent to the measurement date, from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between Expected and Actual Experience	\$ 228,538	\$ 441,912
Changes in Actuarial Assumptions	1,151,342	695,029
Net Difference between Projected and Actual Earnings on Plan Investments	-	306,601
Changes in Proportion	100,606	240,594
Contributions to GERS Subsequent to the Measurement Date	<u>274,517</u>	<u>-</u>
Total	<u>\$ 1,755,003</u>	<u>\$ 1,684,136</u>

Deferred outflows of resources totaling \$274,517 related to pensions resulting from the City's contributions to GERS subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended December 31, 2018. Other amounts reported as deferred outflows and inflows of resources related to GERS pensions will be recognized in pension expense as follows:

2018	\$ (216,156)
2019	406,156
2020	(99,359)
2021	(294,291)

PEPFF Pension Costs

At December 31, 2017, the City reported a liability of \$4,617,407 for its proportionate share of the PEPFF's net pension liability. The net pension liability was measured as of June 30, 2017, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's contributions received by PERA during the measurement period for employer payroll paid dates from July 1, 2016 through June 30, 2017 relative to the total employer contributions received from all of PERA's participating employers. At June 30, 2017, the City's proportionate share was 0.3420 percent which was an increase of 0.0100 from its proportion measured as of June 30, 2016.

For the year ended December 31, 2017, the City recognized pension expense of \$911,492 for its proportionate share of PEPFF's pension expense. The City also recognized \$30,780 for the year ended December 31, 2017 as pension expense (and an offsetting reduction of net pension liability) for its proportionate share of the State of Minnesota's on-behalf contributions to the plan. Legislation passed in 2013 required the State of Minnesota to begin contributing \$9 million to the PEPFF each year, starting in fiscal year 2014.

City of Inver Grove Heights, Minnesota
Notes to the Financial Statements
December 31, 2017

Note 4: Defined Benefit Pension Plans - Statewide (Continued)

At December 31, 2017, the City reported its proportionate share of PEPFF's deferred outflows of resources and deferred inflows of resources, and its contributions subsequent to the measurement date, from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between Expected and Actual Experience	\$ 108,353	\$ 1,220,930
Changes in Actuarial Assumptions	6,414,482	6,555,572
Net Difference between Projected and Actual Earnings on Plan Investments	-	411,793
Changes in Proportion	168,455	-
Contributions to PEPFF Subsequent to the Measurement Date	287,875	-
Total	<u>\$ 6,979,165</u>	<u>\$ 8,188,295</u>

Deferred outflows of resources totaling \$287,875 related to pensions resulting from the City's contributions to PEPFF subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended December 31, 2018. Other amounts reported as deferred outflows and inflows of resources related to PEPFF pensions will be recognized in pension expense as follows:

2018	\$ (150,316)
2019	290,683
2020	(52,881)
2021	(323,897)
2022	(1,260,594)

E. Actuarial Assumptions

The total pension liability in the June 30, 2017 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.50% per year
Active Member Payroll Growth	3.25% per year
Investment Rate of Return	7.50%

Salary increases were based on a service-related table. Mortality rates for active members, retirees, survivors and disabilitants were based on RP-2014 tables for all plans for males or females, as appropriate, with slight adjustments to fit PERA's experience. Cost of living benefit increases for retirees are assumed to be: 1 percent per year for the GERP through 2044 and PEPFF through 2064 and then 2.5 percent thereafter for both plans.

Actuarial assumptions used in the June 30, 2017 valuation were based on the results of actuarial experience studies. The most recent four-year experience study in the GERP was completed in 2015. The most recent five-year experience study for PEPFF was completed in 2016.

City of Inver Grove Heights, Minnesota
Notes to the Financial Statements
December 31, 2017

Note 4: Defined Benefit Pension Plans - Statewide (Continued)

The following changes in actuarial assumptions occurred in 2017:

GERF

- The Combined Service Annuity (CSA) loads were changed from 0.8 percent for active members and 60 percent for vested and non-vested deferred members. The revised CSA loads are now 0.0 percent for active member liability, 15.0 percent for vested deferred member liability and 3.0 percent for non-vested deferred member liability.
- The assumed post-retirement benefit increase rate was changed from 1.0 percent per year for all years to 1.0 percent per year through 2044 and 2.5 percent per year thereafter.

PEPFF

- Assumed salary increases were changed as recommended in the June 30, 2016 experience study. The net effect is proposed rates that average 0.34 percent lower than the previous rates.
- Assumed rates of retirement were changed, resulting in fewer retirements.
- The Combined Service Annuity (CSA) load was 30 percent for vested and non-vested deferred members. The CSA has been changed to 33 percent for vested members and 2 percent for non-vested members.
- The base mortality table for healthy annuitants was changed from the RP-2000 fully generational table to the RP-2014 fully generational table (with a base year of 2006), with male rates adjusted by a factor of 0.96. The mortality improvement scale was changed from Scale AA to Scale MP-2016. The base mortality table for disabled annuitants was changed from the RP-2000 disabled mortality table to the mortality tables assumed for healthy retirees.
- Assumed termination rates were decreased to 3.0 percent for the first three years of service. Rates beyond the select period of three years were adjusted, resulting in more expected terminations overall.
- Assumed percentage of married female members was decreased from 65 percent to 60 percent.
- Assumed age difference was changed from separate assumptions for male members (wives assumed to be three years younger) and female members (husbands assumed to be four years older) to the assumption that males are two years older than females.
- The assumed percentage of female members electing joint and survivor annuities was increased.
- The assumed post-retirement benefit increase rate was changed from 1.00 percent for all years to 1.00 percent per year through 2064 and 2.50 percent thereafter.
- The single discount rate was changed from 5.6 percent to 7.5 percent.

City of Inver Grove Heights, Minnesota
Notes to the Financial Statements
December 31, 2017

Note 4: Defined Benefit Pension Plans - Statewide (Continued)

The State Board of Investment, which manages the investments of PERA, prepares an analysis of the reasonableness on a regular basis of the long-term expected rate of return using a building-block method in which best-estimate ranges of expected future rates of return are developed for each major asset class. These ranges are combined to produce an expected long-term rate of return by weighting the expected future rates of return by the target asset allocation percentages. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long-term Expected Real Rate of Return
Domestic Stocks	39.00 %	5.10 %
International Stocks	19.00	5.30
Bonds	20.00	0.75
Alternative Assets	20.00	5.90
Cash	2.00	-
Total	<u>100.00 %</u>	

F. Discount Rate

The discount rate used to measure the total pension liability in 2017 was 7.50 percent. The projection of cash flows used to determine the discount rate assumed that contributions from plan members and employers will be made at rates set in Minnesota statutes. Based on these assumptions, the fiduciary net position of the GERS and PEPFF was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

G. Pension Liability Sensitivity

The following presents the City's proportionate share of the net pension liability for all plans it participates in, calculated using the discount rate disclosed in the preceding paragraph, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate 1 percentage point lower or 1 percentage point higher than the current discount rate:

	City Proportionate Share of NPL		
	1 Percent Decrease (6.50%)	Current (7.50%)	1 Percent Increase (8.50%)
GERS	\$ 10,753,524	\$ 6,932,952	\$ 3,805,120
	City Proportionate Share of NPL		
	1 Percent Decrease (6.50%)	Current (7.50%)	1 Percent Increase (8.50%)
PEPFF	\$ 8,695,925	\$ 4,617,407	\$ 1,250,366

H. Pension Plan Fiduciary Net Position

Detailed information about each pension plan's fiduciary net position is available in a separately-issued PERA financial report that includes financial statements and required supplementary information. That report may be obtained on the Internet at www.mnpera.org.

City of Inver Grove Heights, Minnesota

Notes to the Financial Statements

December 31, 2017

Note 5: Defined Contribution Plan

There are four City Council members that are covered by the Public Employees Defined Contribution Plan (PEDCP), a multiple-employer deferred compensation plan administered by PERA. The PEDCP is a tax qualified plan under Section 401(a) of the Internal Revenue Code and all contributions by or on behalf of employees are tax deferred until time of withdrawal.

Plan benefits depend solely on amounts contributed to the plan plus investment earnings, less administrative expenses. Minnesota statutes, chapter 353D.03, specify the employee and employer contribution rates for those qualified personnel who elect to participate. An eligible elected official who decides to participate contributes 5 percent of salary which is matched by the elected official's employer. Employer and employee contributions are combined and used to purchase shares in one or more of the seven accounts of the Minnesota Supplemental Investment fund. For administering the plan, PERA receives 2 percent of employer contributions and twenty-five hundredths of one percent of the assets in each member's account annually.

The City's contributions to the PEDCP for the years ended December 31, 2017, 2016 and 2015 were \$1,800, \$1,800 and \$1,768, respectively. The City's contributions were equal to the contractually required contributions for each year as set by Minnesota statute.

Contribution Amount		Percentage of Covered Payroll		Required Rate
Employee	Employer	Employee	Employer	
\$ 1,800	\$ 1,800	5.00%	5.00%	5.00%

City of Inver Grove Heights, Minnesota
Notes to the Financial Statements
December 31, 2017

Note 6: Defined Benefit Pension Plans - Fire Relief Association

A. Plan Description

All members of the Inver Grove Heights Fire Department (the Department) are covered by a defined benefit plan administered by the Inver Grove Heights Firefighters Relief Association (the Association). As of December 31, 2016, the plan covered 63 active firefighters and 9 vested terminated fire fighters whose pension benefits are deferred. The plan is a single employer retirement plan and is established and administered in accordance with Minnesota statute, chapter 69.

The Association maintains a separate Special fund to accumulate assets to fund the retirement benefits earned by the Department's membership. Funding for the Association is derived from an insurance premium tax in accordance with the Volunteer Firefighter's Relief Association Financing Guidelines Act of 1971 (chapter 261 as amended by chapter 509 of Minnesota statutes 1980). Funds are also derived from investment income.

B. Benefits Provided

A firefighter who completes at least 20 years as an active member of the Department is entitled, after age 50, to a full service pension upon retirement.

The bylaws of the Association also provide for an early vested service pension for a retiring member who has completed fewer than 20 years of service. The reduced pension, available to members with 10 years of service, shall be equal to 60 percent of the pension as prescribed by the bylaws. This percentage increases 4 percent per year so that at 20 years of service, the full amount prescribed is paid. Members who retire with less than 20 years of service and have reached the age of 50 years and have completed at least 10 years of active membership are entitled to a reduced service pension not to exceed the amount calculated by multiplying the member's service pension for the completed years of service times the applicable non-forfeitable percentage of pension.

C. Contributions

Minnesota statutes, chapters 424 and 424A authorize pension benefits for volunteer fire relief associations. The plan is funded by fire state aid, investment earnings and, if necessary, employer contributions as specified in Minnesota statutes and voluntary City contributions (if applicable). The State of Minnesota contributed \$195,016 in fire state aid to the plan on behalf of the Department for the year ended December 31, 2016, which was recorded as a revenue. Required employer contributions are calculated annually based on statutory provisions. In addition, the City made voluntary contributions of \$25,000 to the plan.

City of Inver Grove Heights, Minnesota
Notes to the Financial Statements
December 31, 2017

Note 6: Defined Benefit Pension Plans - Fire Relief Association (Continued)

D. Pension Costs

At December 31, 2017, the City reported a net pension liability (asset) of (\$1,154,800) for the plan. The net pension asset was measured as of December 31, 2016. The total pension liability used to calculate the net pension asset in accordance with GASB 68 was determined by Hildi, Inc. applying an actuarial formula to specific census data certified by the Department as of December 31, 2016. The following table presents the changes in net pension liability (asset) during the year:

	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (Asset) (a-b)
Beginning Balance January 1, 2016	\$ 2,747,072	\$ 4,423,918	\$ (1,676,846)
Changes for the Year			
Service cost	147,752	-	147,752
Interest on pension liability (asset)	173,689	-	173,689
Assumption Changes	33,665	-	33,665
Plan Chnages	879,054		879,054
Projected investment return	-	271,808	(271,808)
Contributions (employer)	-	25,000	(25,000)
Nonemployer contributions	-	195,016	(195,016)
(Gain)/loss	(105,129)	122,761	(227,890)
Administrative expenses	-	(7,600)	7,600
Total Net Changes	1,129,031	606,985	522,046
Ending Balance December 31, 2016	\$ 3,876,103	\$ 5,030,903	\$ (1,154,800)

For the year ended December 31, 2017, the City recognized pension expense of \$1,037,029.

At December 31, 2017, the City reported deferred outflows of resources and its contributions subsequent to the measurement date related to pension from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes in Actuarial Assumptions	\$ 30,604	\$ -
Net Difference between Projected and Actual Earnings on Plan Investments	214,926	95,571
Contributions to Plan Subsequent to the Measurement Date	195,234	-
Total	\$ 440,764	\$ 95,571

City of Inver Grove Heights, Minnesota
Notes to the Financial Statements
December 31, 2017

Note 6: Defined Benefit Pension Plans - Fire Relief Association (Continued)

Deferred outflows of resources totaling \$195,234 related to pensions resulting from the City's contributions to the plan subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended December 31, 2017. Other amounts reported as deferred outflows of resources related to the plan will be recognized in pension expense as follows:

2018	\$ (75,760)
2019	(75,760)
2020	(68,443)
2021	31,046
2022	6,497
Thereafter	(158,681)

E. Actuarial Assumptions

The total pension asset at December 31, 2016 was determined using the entry age normal actuarial cost method and the following actuarial assumptions:

Retirement Eligibility at 100 Percent at Age 50	
Salary Increases	2.50% per year
Cost of Living Increases	0.00% per year
Investment Rate of Return	5.75%
20 Year Municipal Bond Yield	3.50%

There were no changes in actuarial assumptions in 2016.

The long-term expected rate of return on pension plan investments was based on the plan's target investment allocation along with long-term expectations by asset class. When there is sufficient historical evidence of market outperformance, historical average returns may be considered.

The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long-term Expected Real Rate of Return
Cash	10.00 %	2.25 %
Fixed Income	27.00	3.30
Equities	61.00	7.50
Other	2.00	6.00
Total	<u>100.00 %</u>	

F. Discount Rate

The discount rate used to measure the total pension liability was 5.75 percent. Assets were projected using expected benefit payments and expected asset returns. Expected benefit payments by year were discounted using the expected asset return assumption for years in which the assets were sufficient to pay all benefit payments. Any remaining benefit payments after the trust fund is exhausted are discounted at the municipal bond rate. The equivalent single rate is the discount rate.

City of Inver Grove Heights, Minnesota
Notes to the Financial Statements
December 31, 2017

Note 6: Defined Benefit Pension Plans - Fire Relief Association (Continued)

G. Pension Asset Sensitivity

The following presents the City's net pension asset for the plan, calculated using the discount rate disclosed in the preceding paragraph, as well as what the City's net pension asset would be if it were calculated using a discount rate 1 percent lower or 1 percent higher than the current discount rate:

	City Proportionate Share of NPA		
	1 Percent Decrease (4.75%)	Current (5.75%)	1 Percent Increase (6.75%)
Defined Benefit Plan	\$ 1,016,161	\$ 1,154,800	\$ 1,286,997

H. Pension Plan Fiduciary Net Position

The Association issues a publicly available financial report. The report may be obtained by writing to the Inver Grove Heights Firefighters Relief Association, 8150 Barbara Ave, Inver Grove Heights, MN 55077.

Note 7: Postemployment Benefits Other Than Pensions

A. Plan Description

The City provides a single-employer defined benefit health care plan to eligible retirees and their spouses. The plan offers medical coverage and is administered by HealthPartners, Inc. It is the City's policy for Council to periodically review its medical coverage, and to obtain requests for proposals in order to provide the most favorable benefits and premiums for City employees and retirees. The City does not issue a publicly available report.

B. Funding Policy

Retirees receiving benefits contribute 100 percent of their premium costs. Retirees and their spouses contribute to the health care plan at the same rate as City employees. This results in the retirees receiving an implicit rate subsidy. Contribution requirements are established by the City, based on the contract terms with HealthPartners, Inc. The required contributions are based on projected pay-as-you-go financing requirements. For fiscal year 2017, the City contributed \$56,043 to the plan. As of January 1, 2017, there were four retirees receiving health benefits from the City's health plan.

City of Inver Grove Heights, Minnesota
Notes to the Financial Statements
December 31, 2017

Note 7: Postemployment Benefits Other Than Pensions (Continued)

C. Annual Other Postemployment Benefit (OPEB) Cost and Net OPEB Obligation

The City's annual OPEB cost (expense) is calculated based on the annual required contribution (ARC) of the City, an amount actuarially determined in accordance with the parameters of GASB Statement No. 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and to amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed thirty years using a 4.0 percent discount rate. The following table shows the components of the City's annual OPEB cost for the year, the amount actually contributed to the plan and changes in the City's net OPEB obligation to the plan.

Annual Required Contribution	\$ 96,511
Interest on Net OPEB Obligation	8,313
Adjustment to Annual Required Contribution	<u>(11,919)</u>
Annual OPEB Cost (Expense)	92,905
Contributions Made	<u>(56,043)</u>
Increase in Net OPEB Obligation	36,862
Net OPEB Obligation - January 1, 2017	<u>207,816</u>
Net OPEB Obligation - December 31, 2017	<u><u>\$ 244,678</u></u>

The City's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan and the net OPEB obligation for the preceding three years as follows:

Year Ending	Three Year Trend Information			
	Annual OPEB Cost	Employer Contribution	Percentage of Annual OPEB Cost Contributed	Net OPEB Obligation
12/31/17	\$ 92,905	\$ 56,043	60.3 %	\$ 244,678
12/31/16	75,554	27,726	36.7	207,816
12/31/15	76,403	18,761	24.6	159,988

D. Funded Status and Funding Progress

As of January 1, 2015, the most recent actuarial valuation date, the actuarial accrued liability for benefits was \$610,231, all of which was unfunded. The covered payroll (annual payroll of active employees covered by the plan) was \$8,318,280, and the ratio of the unfunded actuarial accrued liability (UAAL) to the covered payroll was 7.3 percent.

Actuarial valuations involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality and the health care cost trend. Amounts determined regarding the funded status of the plan and the ARC of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The Schedule of Funding Progress for the Postemployment Benefit Plan, presented as required supplementary information following the notes to the financial statements, presents multi-year trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

City of Inver Grove Heights, Minnesota
Notes to the Financial Statements
December 31, 2017

Note 7: Postemployment Benefits Other Than Pensions (Continued)

E. Actuarial Methods and Assumptions

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities, consistent with the long-term perspective of the calculations.

At the January 1, 2015 actuarial valuation date, the projected unit credit actuarial cost method was used. The actuarial assumptions included a 4.0 percent discount rate, which is based on the investment yield expected to finance benefits depending on whether the plan is funded in a separate trust (about 8.0 percent to 9.0 percent, long-term, similar to a pension plan) or unfunded (3.0 percent, shorter term, based on City's general assets). Both rates included a 2.5 percent inflation assumption. The post retirement benefit increase is the same as the insurance rate increase as the liability is only implicit rate. The City currently does not plan to prefund for this benefit. At the actuarial valuation date, the annual health care cost trend rate was calculated to be 7.25 percent initially, reduced incrementally to an ultimate rate of 5.0 percent after nine years. The UAAL is being amortized on a level percentage of projected payroll on a closed basis. The remaining amortization period was 30 years.

Note 8: Operating Agreement

In June 2016, the City entered into a use agreement with Independent School District 199, to grant the District right and privilege to use the Aquatic and Fitness Center and National Guard Armory. The use agreement will commence on January 1, 2017 and terminate on December 31, 2026. Under the use agreement, the annual fee has been determined for the next four years and for each calendar year, is payable in two equal installments on June 1 and December 31.

The net book value of the assets noted above being leased are as follows:

Asset	
Buildings	\$ 17,689,059
Less: Accumulated depreciation	<u>(15,521,756)</u>
Total	<u><u>\$ 2,167,303</u></u>

Future annual usage rates are as follows:

<u>Year Ending</u> <u>December 31,</u>	<u>Amount</u>
2018	\$ 250,000
2019	250,000
2020	262,500
2021	<u>275,000</u>
Total	<u><u>\$ 1,037,500</u></u>

City of Inver Grove Heights, Minnesota
Notes to the Financial Statements
December 31, 2017

Note 9: Other Information

A. Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters.

Workers compensation coverage is provided through a pooled self-insurance program through the League of Minnesota Cities Insurance Trust (LMCIT). The City pays an annual premium to the LMCIT. The City is subject to supplemental assessments if deemed necessary by the LMCIT. The LMCIT reinsures through Workers Compensation Reinsurance Association (WCRA) as required by law. For workers compensation, the City is not subject to a deductible.

Property and casualty insurance is provided through a pooled self-insurance program through the LMCIT. The City pays an annual premium to the LMCIT. The City is subject to supplemental assessments if deemed necessary by the LMCIT. The LMCIT reinsures through commercial companies for claims in excess of various amounts. The City retains risk for the deductible portion of the insurance policies and for any exclusions from the insurance policies. These amounts are considered immaterial to the financial statements.

The City continues to carry commercial insurance for all other risks of loss, including disability and employee health insurance.

There were no significant reductions in insurance from the previous year or settlements in excess of insurance coverage for any of the past three fiscal years.

The risk management activities of the City are accounted for by the Risk Management fund, an internal service fund, which charges its costs to user departments. The fund is designed to build up a reserve which will provide the City the opportunity to assume a greater share of its insurance risks and thereby reducing the cost to purchase insurance.

B. Contingencies

Tax Increment Financing Districts

The City's tax increment districts are subject to review by the State of Minnesota Office of the State Auditor (OSA). Any disallowed claims or misuse of tax increments could become a liability of the applicable fund. Management has indicated that they are not aware of any instances of noncompliance which would have a material effect on the financial statements.

The City has entered into "pay as you go" Tax Increment Financing notes within its TIF districts. These notes are payable only to the extent of the increment received. As a result they are a commitment within the district but they have not met the criteria to be reported as a liability on the statement of net position.

City of Inver Grove Heights, Minnesota
Notes to the Financial Statements
December 31, 2017

Note 9: Other Information (Continued)

C. Conduit Debt Obligations

From time to time, the City has issued industrial revenue bonds to provide financial assistance to private sector entities for the acquisition and construction of industrial and commercial facilities deemed to be in the public interest. The bonds are secured by the property financed and are payable solely from payment received on the underlying mortgage loans. Upon repayment of the bonds, ownership of the acquired facilities transfers to the private-sector entity served by the bond issuance. Neither the City, the State, nor any political subdivision thereof is obligated in any manner for repayment of the bonds. Accordingly, the bonds are not reported as liabilities in the accompanying financial statements.

As of December 31, 2017, there was one series of Housing Revenue Bonds outstanding as follows:

Series	Amount Issued	Balance Outstanding 12/31/2016
2005 Senior Housing Revenue Refunding Bonds	\$ 30,290,000	\$ 24,135,000

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REQUIRED SUPPLEMENTARY INFORMATION

CITY OF INVER GROVE HEIGHTS
INVER GROVE HEIGHTS, MINNESOTA

FOR THE YEAR ENDED
DECEMBER 31, 2017

City of Inver Grove Heights, Minnesota

Required Supplementary Information
For the Year Ended December 31, 2017

Schedule of Employer's Share of Public Employees Retirement Association Net Pension Liability - General Employees Retirement Fund

Fiscal Year Ending	City's Proportion of the Net Pension Liability	City's Proportionate Share of the Net Pension Liability (a)	State's Proportionate Share of the Net Pension Liability Associated with the City (b)	Total (a+b)	City's Covered-Employee Payroll (c)	City's Proportionate Share of the Net Pension Liability as a Percentage of Covered-Employee Payroll ((a+b)/c)	Plan Fiduciary Net Position as a Percentage of the Total Pension Liability
06/30/17	0.1086 %	\$ 6,932,952	\$ 87,187	\$ 7,020,139	\$ 6,960,481	99.6 %	75.9 %
06/30/16	0.1064	8,639,152	112,841	8,751,993	6,603,007	130.8	68.9
06/30/15	0.1083	5,612,668	-	5,612,668	6,363,706	88.2	78.2

Note: Schedule is intended to show 10-year trend. Additional years will be reported as they become available.

Schedule of Employer's Public Employees Retirement Association Contributions - General Employees Retirement Fund

Year Ending	Statutorily Required Contribution (a)	Contributions in Relation to the Statutorily Required Contribution (b)	Contribution Deficiency (Excess) (a-b)	City's Covered-Employee Payroll (c)	Contributions as a Percentage of Covered-Employee Payroll (b/c)
12/31/17	\$ 544,197	\$ 544,197	\$ -	\$ 7,255,965	7.5 %
12/31/16	499,836	499,836	-	6,664,480	7.5
12/31/15	488,967	488,967	-	6,519,564	7.5

Note: Schedule is intended to show 10-year trend. Additional years will be reported as they become available.

City of Inver Grove Heights, Minnesota
Required Supplementary Information (Continued)
For the Year Ended December 31, 2017

Notes to the Required Supplementary Information - General Employee Retirement Fund

Changes in Actuarial Assumptions

2017 - The Combined Service Annuity (CSA) loads were changed from 0.8 percent for active members and 60 percent for vested and non-vested deferred members. The revised CSA loads are now 0.0 percent for active member liability, 15.0 percent for vested deferred member liability and 3.0 percent for non-vested deferred member liability. The assumed post-retirement benefit increase rate was changed from 1.0 percent per year for all years to 1.0 percent per year through 2044 and 2.5 percent per year thereafter.

2016 - The assumed post-retirement benefit increase rate was changed from 1.0 percent per year through 2035 and 2.5 percent per year thereafter to 1.0 percent per year for all future years. The assumed investment return was changed from 7.9 percent to 7.5 percent. The single discount rate was changed from 7.9 percent to 7.5 percent. Other assumptions were changed pursuant to the experience study dated June 30, 2015. The assumed future salary increases, payroll growth and inflation were decreased by 0.25 percent to 3.25 percent for payroll growth and 2.50 percent for inflation.

2015 - The assumed post-retirement benefit increase rate was changed from 1.0 percent per year through 2030 and 2.5 percent per year thereafter to 1.0 percent per year through 2035 and 2.5 percent per year thereafter.

Changes in Plan Provisions

2015 - On January 1, 2015, the Minneapolis Employees Retirement Fund was merged into the General Employees Fund, which increased the total pension liability by \$1.1 billion and increased the fiduciary plan net position by \$892 million. Upon consolidation, state and employer contributions were revised.

City of Inver Grove Heights, Minnesota
Required Supplementary Information (Continued)
For the Year Ended December 31, 2017

Schedule of Employer's Share of Public Employees Retirement Association Net Pension Liability - Public Employees Police and Fire Fund

Fiscal Year Ending	City's Proportion of the Net Pension Liability	City's Proportionate Share of the Net Pension Liability (a)	State's Proportionate Share of the Net Pension Liability Associated with the City (b)	Total (a+b)	City's Covered Payroll (c)	City's Proportionate Share of the Net Pension Liability as a Percentage of Covered Payroll ((a+b)/c)	Plan Fiduciary Net Position as a Percentage of the Total Pension Liability
06/30/17	0.3420 %	\$ 4,617,407	\$ -	\$ 4,617,407	\$ 3,506,580	131.7 %	85.4 %
06/30/16	0.3320	13,323,738	-	13,323,738	3,201,037	416.2	63.9
06/30/15	0.3310	3,760,965	-	3,760,965	3,030,956	124.1	86.6

Note: Schedule is intended to show 10-year trend. Additional years will be reported as they become available.

Schedule of Employer's Public Employees Retirement Association Contributions - Public Employees Police and Fire Fund

Year Ending	Statutorily Required Contribution (a)	Contributions in Relation to the Statutorily Required Contribution (b)	Contribution Deficiency (Excess) (a-b)	City's Covered-Employee Payroll (c)	Contributions as a Percentage of Covered-Employee Payroll (b/c)
12/31/17	\$ 581,071	\$ 581,071	\$ -	\$ 3,586,858	16.2 %
12/31/16	540,976	540,976	-	3,339,358	16.2
12/31/15	499,560	499,560	-	3,083,704	16.2

Note: Schedule is intended to show 10-year trend. Additional years will be reported as they become available.

City of Inver Grove Heights, Minnesota
Required Supplementary Information (Continued)
For the Year Ended December 31, 2017

Notes to the Required Supplementary Information - Public Employees Police and Fire Fund

Changes in Actuarial Assumptions

2017 - Assumed salary increases were changed as recommended in the June 30, 2016 experience study. The net effect is proposed rates that average 0.34 percent lower than the previous rates. Assumed rates of retirement were changed, resulting in fewer retirements. The Combined Service Annuity (CSA) load was 30 percent for vested and non-vested deferred members. The CSA has been changed to 33 percent for vested members and 2 percent for non-vested members. The base mortality table for healthy annuitants was changed from the RP-2000 fully generational table to the RP-2014 fully generational table (with a base year of 2006), with male rates adjusted by a factor of 0.96. The mortality improvement scale was changed from Scale AA to Scale MP-2016. The base mortality table for disabled annuitants was changed from the RP-2000 disabled mortality table to the mortality tables assumed for healthy retirees. Assumed termination rates were decreased to 3.0 percent for the first three years of service. Rates beyond the select period of three years were adjusted, resulting in more expected terminations overall. Assumed percentage of married female members was decreased from 65 percent to 60 percent. Assumed age difference was changed from separate assumptions for male members (wives assumed to be three years younger) and female members (husbands assumed to be four years older) to the assumption that males are two years older than females. The assumed percentage of female members electing joint and survivor annuities was increased. The assumed post-retirement benefit increase rate was changed from 1.00 percent for all years to 1.00 percent per year through 2064 and 2.50 percent thereafter. The single discount rate was changed from 5.6 percent to 7.5 percent.

2016 - The assumed post-retirement benefit increase rate was changed from 1.0 percent per year through 2037 and 2.5 percent per year thereafter to 1.0 percent per year for all future years. The assumed investment return was changed from 7.9 percent to 7.5 percent. The single discount rate was changed from 7.9 percent to 5.6 percent. The assumed future salary increases, payroll growth and inflation were decreased by 0.25 percent to 3.25 percent for payroll growth and 2.50 percent for inflation.

2015 - The assumed post-retirement benefit increase rate was changed from 1.0 percent per year through 2030 and 2.5 percent per year thereafter to 1.0 percent per year through 2037 and 2.5 percent per year thereafter.

Changes in Plan Provisions

2015 - The post-retirement benefit increase to be paid after attainment of the 90 percent funding threshold was changed, from inflation up to 2.5 percent, to a fixed rate of 2.5 percent.

City of Inver Grove Heights, Minnesota
Required Supplementary Information (Continued)
For the Year Ended December 31, 2017

Schedule of Changes in the Fire Relief Association's Net Pension Liability (Asset) and Related Ratios

	2017 (Fire Relief Report Date 2016)	2016 (Fire Relief Report Date 2015)	2015 (Fire Relief Report Date 2014)
Total Pension Liability			
Service cost	\$ 147,752	\$ 152,797	\$ 149,070
Interest on pension liability (asset)	173,689	151,603	149,666
Changes of assumptions	33,665	-	-
Plan changes	879,054		
Differences between expected and actual experience		-	-
Loss	(105,129)	-	-
Benefit payments		(168,074)	(55,673)
Net Change in Total Pension Liability	1,129,031	136,326	243,063
Total Pension Liability - January 1	2,747,072	2,610,746	2,367,683
 Total Pension Liability - December 31 (A)	 \$ 3,876,103	 \$ 2,747,072	 \$ 2,610,746
 Plan Fiduciary Net Position			
Employer contributions	\$ 25,000	\$ 25,000	\$ 25,000
Nonemployer contributions	195,016	192,612	180,645
Projected investment return	271,808	277,385	221,943
Gain (loss)	122,761	(497,477)	-
Benefit payments	-	(168,074)	(55,673)
Administrative expenses	(7,600)	(7,700)	(6,752)
Net Change in Plan Fiduciary Net Position	606,985	(178,254)	365,163
 Plan Fiduciary Net Position - January 1	 4,423,918	 4,602,172	 4,237,009
 Plan Fiduciary Net Position - December 31 (B)	 \$ 5,030,903	 \$ 4,423,918	 \$ 4,602,172
 Fire Relief's Net Pension Liability (Asset) - December 31 (A-B)	 \$ (1,154,800)	 \$ (1,676,846)	 \$ (1,991,426)
 Plan Fiduciary Net Position as a Percentage of the Total Pension Liability (B/A)	 129.79%	 161.04%	 176.28%
 Covered-employee Payroll	 N/A	 N/A	 N/A
 Fire Relief's Net Pension Liability (Asset) as a Percentage of Covered-employee Payroll	 N/A	 N/A	 N/A

Notes to Schedule:

Benefit changes. In 2015, the benefit terms were modified to base public safety employee pensions on a final three-year average salary instead of a final five-year average salary.

Changes of assumptions. There were no changes in actuarial assumptions in 2015.

Note: Schedule is intended to show 10-year trend. Additional years will be reported as they become available.

City of Inver Grove Heights, Minnesota
Required Supplementary Information (Continued)
For the Year Ended December 31, 2017

Notes to the Required Supplementary Information - Fire Relief Association

Changes in Actuarial Assumptions

2016 - The discount rate changed from 6.00% to 5.75%.

2015 - The benefit terms were modified to base public safety employee pensions on a final three-year average salary instead of a final five-year average salary.

Changes in Plan Provisions

2016 - The benefit level changed from \$5,900 to \$7,900.

2015 - There were no changes in actuarial assumptions in 2015.

Schedule of Employer's Fire Relief Association Contributions

Year Ending	Actuarial Determined Contribution (a)	Actual Contributions Paid (b)	Contribution Deficiency (Excess) (a-b)
12/31/17	\$ 195,234	\$ 195,234	\$ -
12/31/16	220,016	220,016	-
12/31/15	215,612	215,612	-
12/31/14	205,645	205,645	-

Note: Schedule is intended to show 10-year trend. Additional years will be reported as they become available.

Schedule of Funding Progress for the Other Postemployment Benefit Plan

Actuarial Valuation Date	Actuarial Value of Assets	Actuarial Accrued Liability	Unfunded Actuarial Accrued Liability (UAAL)	Funded Rate	Covered Payroll	UAAL as a Percentage of Covered Payroll
01/01/15	\$ -	\$ 610,231	\$ 610,231	- %	\$ 8,318,280	7.3 %
01/01/12	-	655,379	655,379	-	8,098,632	8.1

Note: Schedule was implemented in 2012, and therefore only contains two years of actuarial valuation dates.

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COMBINING AND INDIVIDUAL FUND
FINANCIAL STATEMENTS AND SCHEDULES

CITY OF INVER GROVE HEIGHTS
INVER GROVE HEIGHTS, MINNESOTA

FOR THE YEAR ENDED
DECEMBER 31, 2017

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NONMAJOR GOVERNMENTAL FUNDS

City of Inver Grove Heights, Minnesota
Nonmajor Governmental Funds
Combining Balance Sheet
December 31, 2017

	Special Revenue	Debt Service	Capital Projects	Total Nonmajor Governmental Funds
Assets				
Cash and temporary investments	\$ 568,284	\$ 11,901	\$ 10,377,830	\$ 10,958,015
Receivables				
Accrued interest	2,798	15	42,957	45,770
Taxes	9,205	1,573	9,634	20,412
Accounts	1,631	-	119,935	121,566
Special assessments	-	-	76,363	76,363
Due from other governments	166,286	-	-	166,286
Prepaid items	16,362	-	-	16,362
Land held for resale	1,138,500	-	-	1,138,500
Total Assets	\$ 1,903,066	\$ 13,489	\$ 10,626,719	\$ 12,543,274
Liabilities				
Accounts and contracts payable	\$ 33,404	\$ -	\$ 140,317	\$ 173,721
Accrued salaries payable	14,691	-	-	14,691
Due to other governments	85	-	4,405	4,490
Due to other funds	1,065,925	-	9,066	1,074,991
Deposits payable	20,305	-	-	20,305
Unearned revenue	13,477	-	-	13,477
Total Liabilities	1,147,887	-	153,788	1,301,675
Deferred Inflows of Resources				
Unavailable revenues - delinquent taxes	-	63	7,755	7,818
Unavailable revenues - special assessments	-	-	68,647	68,647
Total Deferred Inflows of Resources	-	63	76,402	76,465
Fund Balances				
Nonspendable	16,362	-	-	16,362
Restricted	-	13,426	4,975,469	4,988,895
Committed	738,817	-	-	738,817
Assigned	-	-	5,421,060	5,421,060
Total Fund Balances	755,179	13,426	10,396,529	11,165,134
Total Liabilities, Deferred Inflows of Resources and Fund Balances	\$ 1,903,066	\$ 13,489	\$ 10,626,719	\$ 12,543,274

City of Inver Grove Heights, Minnesota
Nonmajor Governmental Funds
Combining Statement of Revenues, Expenditures
and Changes in Fund Balances
For the Year Ended December 31, 2017

	Special Revenue	Debt Service	Capital Projects	Total Nonmajor Governmental Funds
Revenues				
Taxes	\$ 133,979	\$ 23,201	\$ 1,578,679	\$ 1,735,859
Intergovernmental	427,971	-	-	427,971
Charges for services	216,795	-	862,054	1,078,849
Special assessments	-	-	76,110	76,110
Investment earnings	5,721	283	72,204	78,208
Miscellaneous	13,077	-	275,479	288,556
Total Revenues	<u>797,543</u>	<u>23,484</u>	<u>2,864,526</u>	<u>3,685,553</u>
Expenditures				
Current				
General government	-	-	10,700	10,700
Public works	-	-	166,741	166,741
Culture and recreation	767,563	-	5,151	772,714
Community development	133,090	-	290,220	423,310
Capital outlay				
Public works	-	-	281	281
Culture and recreation	-	-	254,612	254,612
Community development	354,677	-	-	354,677
Debt service				
Principal	-	690,000	-	690,000
Interest and other charges	-	32,004	-	32,004
Total Expenditures	<u>1,255,330</u>	<u>722,004</u>	<u>727,705</u>	<u>2,705,039</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(457,787)</u>	<u>(698,520)</u>	<u>2,136,821</u>	<u>980,514</u>
Other Financing Sources (Uses)				
Transfers in	497,341	676,382	257,100	1,430,823
Sale of capital assets	-	-	47,643	47,643
Transfers out	(6,659)	-	(1,245,408)	(1,252,067)
Total Other Financing Sources (Uses)	<u>490,682</u>	<u>676,382</u>	<u>(940,665)</u>	<u>226,399</u>
Net Change in Fund Balances	32,895	(22,138)	1,196,156	1,206,913
Fund Balances, January 1	<u>722,284</u>	<u>35,564</u>	<u>9,200,373</u>	<u>9,958,221</u>
Fund Balances, December 31	<u>\$ 755,179</u>	<u>\$ 13,426</u>	<u>\$ 10,396,529</u>	<u>\$ 11,165,134</u>

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NONMAJOR SPECIAL REVENUE FUNDS

Special Revenue funds are used to account for specific revenues that are legally restricted to expenditures for particular purposes.

Convention and Visitors Bureau was created by a resolution of the City Council to account for the local lodging tax revenues collected per Ordinance No. 1015 which was adopted by the City Council on October 8, 2001, under the authority of Minnesota statutes, section 469.190.

Recreation accounts for recreation activities of the City.

Economic Development Authority accounts for the activities of the Economic Development Authority.

City of Inver Grove Heights, Minnesota
Nonmajor Special Revenue Funds
Subcombining Balance Sheet
December 31, 2017

	Convention and Visitors Bureau	Recreation	Economic Development Authority	Total
Assets				
Cash and temporary investments	\$ 146,986	\$ 421,298	\$ -	\$ 568,284
Receivables				
Accrued interest	691	1,791	316	2,798
Taxes	9,205	-	-	9,205
Accounts	-	1,631	-	1,631
Due from other governments	-	-	166,286	166,286
Prepaid items	16,140	39	183	16,362
Land held for resale	-	-	1,138,500	1,138,500
Total Assets	\$ 173,022	\$ 424,759	\$ 1,305,285	\$ 1,903,066
Liabilities				
Accounts and contracts payable	\$ 15,279	\$ 7,557	\$ 10,568	\$ 33,404
Accrued salaries payable	-	14,108	583	14,691
Due to other governments	-	85	-	85
Due to other funds	-	-	1,065,925	1,065,925
Deposits payable	-	20,305	-	20,305
Unearned revenue	-	13,477	-	13,477
Total Liabilities	15,279	55,532	1,077,076	1,147,887
Fund Balances				
Nonspendable	16,140	39	183	16,362
Committed	141,603	369,188	228,026	738,817
Total Fund Balances	157,743	369,227	228,209	755,179
Total Liabilities and Fund Balances	\$ 173,022	\$ 424,759	\$ 1,305,285	\$ 1,903,066

City of Inver Grove Heights, Minnesota
Nonmajor Special Revenue Funds
Subcombining Statement of Revenues, Expenditures
and Changes in Fund Balances
For the Year Ended December 31, 2017

	Convention and Visitors Bureau	Recreation	Economic Development Authority	Total
Revenues				
Lodging taxes	\$ 133,979	\$ -	\$ -	\$ 133,979
Intergovernmental	7,600	4,085	416,286	427,971
Charges for services	-	216,795	-	216,795
Investment earnings	1,062	4,462	197	5,721
Miscellaneous	877	12,200	-	13,077
Total Revenues	<u>143,518</u>	<u>237,542</u>	<u>416,483</u>	<u>797,543</u>
Expenditures				
Current				
Culture and recreation	125,069	642,494	-	767,563
Community development	-	-	133,090	133,090
Capital outlay				
Community development	-	-	354,677	354,677
Total Expenditures	<u>125,069</u>	<u>642,494</u>	<u>487,767</u>	<u>1,255,330</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>18,449</u>	<u>(404,952)</u>	<u>(71,284)</u>	<u>(457,787)</u>
Other Financing Sources (Uses)				
Transfers in	-	359,300	138,041	497,341
Transfers out	(6,659)	-	-	(6,659)
Total Other Financing Sources (Uses)	<u>(6,659)</u>	<u>359,300</u>	<u>138,041</u>	<u>490,682</u>
Net Change in Fund Balances	11,790	(45,652)	66,757	32,895
Fund Balances, January 1	<u>145,953</u>	<u>414,879</u>	<u>161,452</u>	<u>722,284</u>
Fund Balances, December 31	<u>\$ 157,743</u>	<u>\$ 369,227</u>	<u>\$ 228,209</u>	<u>\$ 755,179</u>

City of Inver Grove Heights, Minnesota
Schedule of Revenues, Expenditures and Changes in Fund Balances -
Budget and Actual
Convention and Visitors Bureau Special Revenue Fund
For the Year Ended December 31, 2017

	Budget Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
Revenues				
Lodging taxes	\$ 111,500	\$ 111,500	\$ 133,979	\$ 22,479
Intergovernmental	7,600	7,600	7,600	-
Investment earnings	-	-	1,062	1,062
Miscellaneous	-	-	877	877
Total Revenues	<u>119,100</u>	<u>119,100</u>	<u>143,518</u>	<u>24,418</u>
Expenditures				
Current				
Culture and recreation	<u>128,500</u>	<u>128,500</u>	<u>125,069</u>	<u>3,431</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(9,400)	(9,400)	18,449	27,849
Other Financing Uses				
Transfers out	<u>(5,600)</u>	<u>(5,600)</u>	<u>(6,659)</u>	<u>(1,059)</u>
Net Change in Fund Balances	(15,000)	(15,000)	11,790	26,790
Fund Balances, January 1	<u>145,953</u>	<u>145,953</u>	<u>145,953</u>	<u>-</u>
Fund Balances, December 31	<u><u>\$ 130,953</u></u>	<u><u>\$ 130,953</u></u>	<u><u>\$ 157,743</u></u>	<u><u>\$ 26,790</u></u>

City of Inver Grove Heights, Minnesota
Schedule of Revenues, Expenditures and Changes in Fund Balances -
Budget and Actual
Recreation Special Revenue Fund
For the Year Ended December 31, 2017

	Budget Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
Revenues				
Intergovernmental	\$ -	\$ -	\$ 4,085	\$ 4,085
Charges for services	223,000	223,000	216,795	(6,205)
Investment earnings	4,600	4,600	4,462	(138)
Miscellaneous	6,000	6,000	12,200	6,200
Total Revenues	233,600	233,600	237,542	3,942
Expenditures				
Current				
Culture and recreation	637,900	637,900	642,494	(4,594)
Deficiency of Revenues Under Expenditures	(404,300)	(404,300)	(404,952)	(652)
Other Financing Sources				
Transfers in	359,300	359,300	359,300	-
Net Change in Fund Balances	(45,000)	(45,000)	(45,652)	(652)
Fund Balances, January 1	414,879	414,879	414,879	-
Fund Balances, December 31	<u>\$ 369,879</u>	<u>\$ 369,879</u>	<u>\$ 369,227</u>	<u>\$ (652)</u>

City of Inver Grove Heights, Minnesota
Schedule of Revenues, Expenditures and Changes in Fund Balances -
Budget and Actual
Economic Development Authority Special Revenue Fund
For the Year Ended December 31, 2017

	Budget Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
Revenues				
Intergovernmental	\$ -	\$ -	\$ 416,286	\$ 416,286
Investment earnings	300	300	197	(103)
Total Revenues	<u>300</u>	<u>300</u>	<u>416,483</u>	<u>416,183</u>
Expenditures				
Current				
Community development	94,400	94,400	133,090	(38,690)
Capital outlay				
Community development	-	-	354,677	(354,677)
Total Expenditures	<u>94,400</u>	<u>94,400</u>	<u>487,767</u>	<u>(393,367)</u>
Deficiency of Revenues				
Under Expenditures	(94,100)	(94,100)	(71,284)	22,816
Other Financing Sources				
Transfers in	<u>94,100</u>	<u>94,100</u>	<u>138,041</u>	<u>43,941</u>
Net Change in Fund Balances	-	-	66,757	66,757
Fund Balances, January 1	<u>161,452</u>	<u>161,452</u>	<u>161,452</u>	<u>-</u>
Fund Balances, December 31	<u>\$ 161,452</u>	<u>\$ 161,452</u>	<u>\$ 228,209</u>	<u>\$ 66,757</u>

NONMAJOR DEBT SERVICE FUNDS

Debt Service funds are used to account for the accumulation of resources for, and payment of, principal and interest and related costs on general long-term debt.

Storm Water Bonds accounts for storm water projects which are repaid primarily from watershed management district general property taxes and user fees.

Tax Increment Financing Bonds accounts for resources accumulated and payments for principal and interest on long term tax increment financing debt.

City of Inver Grove Heights, Minnesota
Nonmajor Debt Service Funds
Subcombining Balance Sheet
December 31, 2017

	Storm Water Bonds	Tax Increment Financing Bonds	Total
Assets			
Cash and temporary investments	\$ 11,901	\$ -	\$ 11,901
Receivables			
Accrued interest	15	-	15
Taxes	<u>1,573</u>	<u>-</u>	<u>1,573</u>
Total Assets	<u><u>\$ 13,489</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 13,489</u></u>
Deferred Inflows of Resources			
Unavailable revenues - delinquent taxes	\$ 63	\$ -	\$ 63
Fund Balances			
Restricted	<u>13,426</u>	<u>-</u>	<u>13,426</u>
Total Deferred Inflows of Resources and Fund Balances	<u><u>\$ 13,489</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 13,489</u></u>

City of Inver Grove Heights, Minnesota
Nonmajor Debt Service Funds
Subcombining Statement of Revenues, Expenditures
and Changes in Fund Balances
For the Year Ended December 31, 2017

	Storm Water Bonds	Tax Increment Financing Bonds	Total
Revenues			
Taxes	\$ 23,201	\$ -	\$ 23,201
Investment earnings	283	-	283
Total Revenues	<u>23,484</u>	<u>-</u>	<u>23,484</u>
Expenditures			
Debt service			
Principal	140,000	550,000	690,000
Interest and other charges	2,629	29,375	32,004
Total Expenditures	<u>142,629</u>	<u>579,375</u>	<u>722,004</u>
Deficiency of Revenues Under Expenditures	(119,145)	(579,375)	(698,520)
Other Financing Sources			
Transfers in	<u>97,007</u>	<u>579,375</u>	<u>676,382</u>
Net Change in Fund Balances	(22,138)	-	(22,138)
Fund Balances, January 1	<u>35,564</u>	<u>-</u>	<u>35,564</u>
Fund Balances, December 31	<u><u>\$ 13,426</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 13,426</u></u>

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NONMAJOR CAPITAL PROJECTS FUNDS

Capital Project funds account for financial resources to be used for acquisition or construction of major capital facilities (other than those financed by Proprietary funds).

Capital Facilities accounts for financial resources assigned for future City capital facilities.

Equipment Acquisition accounts for major equipment purchases.

Parks Acquisition and Development accounts for park dedication fees, related revenues and park and/or trail improvements.

State Aid Construction accounts for the use of municipal state aid allotments to finance projects not assessed such as street lights, sidewalks, and streets.

Capital Improvement Revolving accounts for preliminary construction costs incurred for projects not ordered.

Community Property accounts for financial resources assigned for future community property purchases and sales.

Storm Water Management accounts for storm water projects.

Tree Preservation accounts for financial resources assigned for tree preservation.

Parks Capital Replacement accounts for financial resources assigned for maintenance and replacement of parks facilities.

Americans with Disabilities Act accounts for financial resources assigned for building repairs and maintenance.

Community Projects accounts for financial resources assigned for future community projects.

Permanent Improvement Revolving accounts for improvement revenues and expenditures from replacement funds set aside for capital improvements.

Tax Increment Financing accounts for the use of tax increment in the City's tax increment districts.

City of Inver Grove Heights, Minnesota
Nonmajor Capital Projects Funds
Subcombining Balance Sheet
December 31, 2017

	Capital Facilities	Equipment Acquisition	Parks Acquisition and Development	State Aid Construction	Capital Improvement Revolving	Community Property
Assets						
Cash and temporary investments	\$ 60,617	\$ 580,387	\$ 2,626,706	\$ 660,975	\$ 396,708	\$ 29,235
Receivables						
Accrued interest	2,493	2,360	10,777	2,744	1,657	146
Taxes	-	-	-	-	-	-
Accounts	-	-	-	-	-	-
Special assessments	-	-	24,480	-	-	-
	<u>-</u>	<u>-</u>	<u>24,480</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Assets	<u><u>\$ 63,110</u></u>	<u><u>\$ 582,747</u></u>	<u><u>\$ 2,661,963</u></u>	<u><u>\$ 663,719</u></u>	<u><u>\$ 398,365</u></u>	<u><u>\$ 29,381</u></u>
Liabilities						
Accounts and contracts payable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Due to other governments	-	-	-	-	-	-
Due to other funds	-	-	-	-	-	-
Total Liabilities	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Deferred Inflows of Resources						
Unavailable revenues - delinquent taxes	-	-	-	-	-	-
Unavailable revenues - special assessments	-	-	17,070	-	-	-
Total Deferred Inflows of Resources	<u>-</u>	<u>-</u>	<u>17,070</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balances						
Restricted	-	582,747	2,055,964	-	-	-
Assigned	63,110	-	588,929	663,719	398,365	29,381
Total Fund Balances	<u>63,110</u>	<u>582,747</u>	<u>2,644,893</u>	<u>663,719</u>	<u>398,365</u>	<u>29,381</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u><u>\$ 63,110</u></u>	<u><u>\$ 582,747</u></u>	<u><u>\$ 2,661,963</u></u>	<u><u>\$ 663,719</u></u>	<u><u>\$ 398,365</u></u>	<u><u>\$ 29,381</u></u>

Storm Water Management	Tree Preservation	Parks Capital Replacement	Americans with Disabilities Act	Community Projects	Permanent Improvement Revolving	Tax Increment Financing	Total
\$ 1,834,188	\$ 104,965	\$ 1,221,868	\$ 138,066	\$ 219,347	\$ 31,181	\$ 2,473,587	\$ 10,377,830
7,852	810	4,588	438	960	175	7,957	42,957
-	-	-	-	-	20	9,614	9,634
119,935	-	-	-	-	-	-	119,935
1,420	-	-	-	-	50,463	-	76,363
<u>\$ 1,963,395</u>	<u>\$ 105,775</u>	<u>\$ 1,226,456</u>	<u>\$ 138,504</u>	<u>\$ 220,307</u>	<u>\$ 81,839</u>	<u>\$ 2,491,158</u>	<u>\$ 10,626,719</u>
\$ 1,928	\$ -	\$ 810	\$ -	\$ -	\$ -	\$ 137,579	\$ 140,317
4,405	-	-	-	-	-	-	4,405
-	-	-	-	-	-	9,066	9,066
6,333	-	810	-	-	-	146,645	153,788
-	-	-	-	-	-	7,755	7,755
1,114	-	-	-	-	50,463	-	68,647
1,114	-	-	-	-	50,463	7,755	76,402
-	-	-	-	-	-	2,336,758	4,975,469
1,955,948	105,775	1,225,646	138,504	220,307	31,376	-	5,421,060
1,955,948	105,775	1,225,646	138,504	220,307	31,376	2,336,758	10,396,529
<u>\$ 1,963,395</u>	<u>\$ 105,775</u>	<u>\$ 1,226,456</u>	<u>\$ 138,504</u>	<u>\$ 220,307</u>	<u>\$ 81,839</u>	<u>\$ 2,491,158</u>	<u>\$ 10,626,719</u>

City of Inver Grove Heights, Minnesota
Nonmajor Capital Projects Funds
Subcombining Statement of Revenues, Expenditures
and Changes in Fund Balances
For the Year Ended December 31, 2017

	Capital Facilities	Equipment Acquisition	Parks Acquisition and Development	State Aid Construction	Capital Improvement Revolving	Community Property
Revenues						
Tax increments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Taxes	-	-	-	-	-	-
Charges for services	-	-	265,765	-	1,480	-
Special assessments	-	-	-	-	-	-
Investment earnings	7,898	4,692	17,936	8,139	3,483	(94)
Miscellaneous	-	-	175,879	-	-	-
Total Revenues	<u>7,898</u>	<u>4,692</u>	<u>459,580</u>	<u>8,139</u>	<u>4,963</u>	<u>(94)</u>
Expenditures						
Current						
General government	-	-	-	-	-	-
Public works	-	-	-	-	-	18,168
Culture and recreation	-	-	-	-	-	-
Community development	-	-	-	-	-	-
Capital outlay						
Public works	-	-	-	-	-	-
Culture and recreation	-	-	193,091	-	-	-
Total Expenditures	<u>-</u>	<u>-</u>	<u>193,091</u>	<u>-</u>	<u>-</u>	<u>18,168</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>7,898</u>	<u>4,692</u>	<u>266,489</u>	<u>8,139</u>	<u>4,963</u>	<u>(18,262)</u>
Other Financing Sources (Uses)						
Transfers in	-	15,300	-	-	-	-
Sale of capital assets	-	-	-	-	-	47,643
Transfers out	(540,000)	-	(12,518)	-	(3,003)	-
Total Other Financing Sources (Uses)	<u>(540,000)</u>	<u>15,300</u>	<u>(12,518)</u>	<u>-</u>	<u>(3,003)</u>	<u>47,643</u>
Net Change in Fund Balances	(532,102)	19,992	253,971	8,139	1,960	29,381
Fund Balances, January 1	<u>595,212</u>	<u>562,755</u>	<u>2,390,922</u>	<u>655,580</u>	<u>396,405</u>	<u>-</u>
Fund Balances, December 31	<u>\$ 63,110</u>	<u>\$ 582,747</u>	<u>\$ 2,644,893</u>	<u>\$ 663,719</u>	<u>\$ 398,365</u>	<u>\$ 29,381</u>

Storm Water Management	Tree Preservation	Parks Capital Replacement	Americans with Disabilities Act	Community Projects	Permanent Improvement Revolving	Tax Increment Financing	Total
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,578,646	\$ 1,578,646
-	-	-	-	-	33	-	33
594,809	-	-	-	-	-	-	862,054
1,270	-	-	-	-	74,840	-	76,110
9,815	465	7,566	418	2,352	-	9,534	72,204
-	99,600	-	-	-	-	-	275,479
605,894	100,065	7,566	418	2,352	74,873	1,588,180	2,864,526
-	-	-	-	10,700	-	-	10,700
127,640	-	-	-	20,933	-	-	166,741
-	-	5,151	-	-	-	-	5,151
-	-	-	-	-	-	290,220	290,220
-	-	-	281	-	-	-	281
-	-	61,521	-	-	-	-	254,612
127,640	-	66,672	281	31,633	-	290,220	727,705
478,254	100,065	(59,106)	137	(29,281)	74,873	1,297,960	2,136,821
-	-	200,000	41,800	-	-	-	257,100
-	-	-	-	-	-	-	47,643
(110,512)	-	-	-	-	-	(579,375)	(1,245,408)
(110,512)	-	200,000	41,800	-	-	(579,375)	(940,665)
367,742	100,065	140,894	41,937	(29,281)	74,873	718,585	1,196,156
1,588,206	5,710	1,084,752	96,567	249,588	(43,497)	1,618,173	9,200,373
\$ 1,955,948	\$ 105,775	\$ 1,225,646	\$ 138,504	\$ 220,307	\$ 31,376	\$ 2,336,758	\$ 10,396,529

City of Inver Grove Heights, Minnesota
General Fund
Schedule of Revenues, Expenditures and Changes in Fund Balances -
Budget and Actual (Continued on the Following Pages)
For the Year Ended December 31, 2017
(With Comparative Actual Amounts for the Year Ended December 31, 2016)

	2017			2016
	Budget Amounts		Actual Amounts	Actual Amounts
	Original	Final		
Revenues				
Taxes				
Property taxes	\$ 16,988,400	\$ 16,988,400	\$ 17,168,980	\$ 15,974,404
Cable franchise fees	103,400	103,400	107,441	103,406
Total taxes	<u>17,091,800</u>	<u>17,091,800</u>	<u>17,276,421</u>	<u>16,077,810</u>
Licenses and permits				
Business	1,165,300	1,165,300	1,347,418	1,129,387
Nonbusiness	6,800	6,800	8,268	3,734
Total licenses and permits	<u>1,172,100</u>	<u>1,172,100</u>	<u>1,355,686</u>	<u>1,133,121</u>
Intergovernmental				
Federal				
Other	22,100	22,100	484	5,666
State				
Property tax credits	-	-	-	3,635
Police and fire aid	472,900	472,900	526,614	487,267
PERA aid	20,200	20,200	20,190	20,190
County	55,000	55,000	53,922	56,615
Local	83,000	83,000	96,389	102,756
Total intergovernmental	<u>653,200</u>	<u>653,200</u>	<u>697,599</u>	<u>676,129</u>
Charges for services				
General government	4,500	4,500	7,302	16,815
Public safety	97,300	97,300	60,550	62,543
Public works	353,600	353,600	302,646	316,896
Rentals	245,900	245,900	221,867	245,488
Community development	26,400	26,400	28,613	18,862
Total charges for services	<u>727,700</u>	<u>727,700</u>	<u>620,978</u>	<u>660,604</u>
Fines and forfeitures	128,800	128,800	173,365	119,855
Special assessments	6,000	6,000	7,392	2,605
Investment earnings	110,700	110,700	79,380	74,848
Miscellaneous				
Donations	100,000	100,000	58,218	530
Other	1,600	1,600	10,304	7,879
Total miscellaneous	<u>101,600</u>	<u>101,600</u>	<u>68,522</u>	<u>8,409</u>
Total Revenues	<u>19,991,900</u>	<u>19,991,900</u>	<u>20,279,343</u>	<u>18,753,381</u>

City of Inver Grove Heights, Minnesota
General Fund
Schedule of Revenues, Expenditures and Changes in Fund Balances -
Budget and Actual (Continued)
For the Year Ended December 31, 2017
(With Comparative Actual Amounts for the Year Ended December 31, 2016)

	2017				2016
	Budget Amounts		Actual Amounts	Variance with Final Budget	Actual Amounts
	Original	Final			
Expenditures					
Current					
General government					
Mayor and city council					
Personnel services	\$ 49,900	\$ 49,900	\$ 49,574	\$ 326	\$ 49,480
Supplies	24,600	24,600	24,563	37	21,170
Other services and charges	102,500	102,500	103,517	(1,017)	127,402
Total mayor and city council	177,000	177,000	177,654	(654)	198,052
City administration					
Personnel services	563,200	563,200	562,267	933	549,995
Supplies	65,600	65,600	63,679	1,921	73,165
Other services and charges	114,500	114,500	170,361	(55,861)	127,292
Total city administration	743,300	743,300	796,307	(53,007)	750,452
Elections					
Personnel services	24,600	24,600	-	24,600	72,398
Supplies	-	-	12,927	(12,927)	7,973
Other services and charges	6,400	6,400	78	6,322	2,458
Total elections	31,000	31,000	13,005	17,995	82,829
Financial administration					
Personnel services	687,000	687,000	684,257	2,743	662,992
Supplies	53,400	53,400	52,795	605	46,177
Other services and charges	124,300	124,300	125,965	(1,665)	113,229
Total financial administration	864,700	864,700	863,017	1,683	822,398
Total general government	1,816,000	1,816,000	1,849,983	(33,983)	1,853,731
Public safety					
Police					
Personnel services	5,226,800	5,226,800	5,125,874	100,926	4,762,418
Supplies	506,600	506,600	509,300	(2,700)	485,286
Other services and charges	1,668,100	1,668,100	1,600,002	68,098	1,670,942
Total police	7,401,500	7,401,500	7,235,176	166,324	6,918,646
Fire					
Personnel services	1,491,000	1,541,000	1,453,084	87,916	1,413,671
Supplies	238,400	277,600	291,035	(13,435)	199,761
Other services and charges	878,400	885,300	857,976	27,324	800,768
Total fire	2,607,800	2,703,900	2,602,095	101,805	2,414,200
Total public safety	10,009,300	10,105,400	9,837,271	268,129	9,332,846

City of Inver Grove Heights, Minnesota
General Fund
Schedule of Revenues, Expenditures and Changes in Fund Balances -
Budget and Actual (Continued)
For the Year Ended December 31, 2017
(With Comparative Actual Amounts for the Year Ended December 31, 2016)

	2017				2016
	Budget Amounts		Actual Amounts	Variance with Final Budget	Actual Amounts
	Original	Final			
Expenditures (Continued)					
Current (continued)					
Public works					
Streets and highways					
Personnel services	\$ 190,000	\$ 190,000	\$ 194,770	\$ (4,770)	\$ 196,764
Supplies	17,300	17,300	17,000	300	14,700
Other services and charges	34,400	34,400	24,908	9,492	15,183
Total streets and highways	241,700	241,700	236,678	5,022	226,647
Engineering					
Personnel services	812,700	812,700	796,890	15,810	746,060
Supplies	78,000	78,000	80,028	(2,028)	58,982
Other services and charges	130,300	130,300	111,963	18,337	114,647
Total engineering	1,021,000	1,021,000	988,881	32,119	919,689
Street maintenance					
Personnel services	887,700	887,700	857,405	30,295	828,115
Supplies	469,500	529,500	575,106	(45,606)	430,678
Other services and charges	1,184,500	1,184,500	1,123,907	60,593	1,190,367
Total street maintenance	2,541,700	2,601,700	2,556,418	45,282	2,449,160
Street lighting					
Other services and charges	197,200	197,200	176,197	21,003	132,940
Total public works	4,001,600	4,061,600	3,958,174	103,426	3,728,436
Culture and recreation					
Parks and recreation					
Personnel services	970,200	970,200	917,638	52,562	808,662
Supplies	210,500	225,500	197,336	28,164	190,160
Other services and charges	722,900	747,900	719,901	27,999	696,984
Total culture and recreation	1,903,600	1,943,600	1,834,875	108,725	1,695,806
Community development					
Community development					
Personnel services	337,300	337,300	358,142	(20,842)	327,657
Supplies	58,100	58,100	58,007	93	37,522
Other services and charges	44,600	44,600	30,091	14,509	35,994
Total community development	440,000	440,000	446,240	(6,240)	401,173

City of Inver Grove Heights, Minnesota
General Fund
Schedule of Revenues, Expenditures and Changes in Fund Balances -
Budget and Actual (Continued)
For the Year Ended December 31, 2017
(With Comparative Actual Amounts for the Year Ended December 31, 2016)

	2017			2016
	Budget Amounts		Actual	Actual
	Original	Final	Amounts	Amounts
Expenditures (Continued)				
Current (continued)				
Community development (continued)				
Planning				
Personnel services	\$ 361,300	\$ 361,300	\$ 257,068	\$ 249,100
Supplies	17,400	17,400	15,306	10,789
Other services and charges	80,000	80,000	82,107	78,372
Total planning	<u>458,700</u>	<u>458,700</u>	<u>354,481</u>	<u>338,261</u>
Inspections				
Personnel services	553,500	553,500	595,241	466,834
Supplies	55,400	55,400	57,470	48,345
Other services and charges	84,100	84,100	93,511	70,315
Total inspections	<u>693,000</u>	<u>693,000</u>	<u>746,222</u>	<u>585,494</u>
Total community development	<u>1,591,700</u>	<u>1,591,700</u>	<u>1,546,943</u>	<u>1,324,928</u>
Total current	<u>19,322,200</u>	<u>19,518,300</u>	<u>19,027,246</u>	<u>17,935,747</u>
Capital outlay				
Public safety	<u>-</u>	<u>-</u>	<u>48,239</u>	<u>-</u>
Total Expenditures	<u>19,322,200</u>	<u>19,518,300</u>	<u>19,075,485</u>	<u>17,935,747</u>
Excess of Revenues				
Over Expenditures	<u>669,700</u>	<u>473,600</u>	<u>1,203,858</u>	<u>817,634</u>
Other Financing Sources (Uses)				
Transfers in	677,000	677,000	678,659	781,575
Transfers out	<u>(1,283,700)</u>	<u>(1,283,700)</u>	<u>(1,318,700)</u>	<u>(1,909,900)</u>
Total Other Financing Sources (Uses)	<u>(606,700)</u>	<u>(606,700)</u>	<u>(640,041)</u>	<u>(1,128,325)</u>
Net Change in Fund Balances	63,000	(133,100)	563,817	(310,691)
Fund Balances, January 1	<u>9,615,928</u>	<u>9,615,928</u>	<u>9,615,928</u>	<u>9,926,619</u>
Fund Balances, December 31	<u>\$ 9,678,928</u>	<u>\$ 9,482,828</u>	<u>\$ 10,179,745</u>	<u>\$ 9,615,928</u>

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INTERNAL SERVICE FUNDS

Internal Service funds are used to account for the financing of goods or services provided by one department to other departments of the City, on a cost reimbursement basis. Revenues are recognized in the accounting period in which they are earned and become objectively measurable; expenses are recognized in the period incurred, if objectively measurable.

Compensated Absences was established to account for payment of unused vacation, sick, personal leave, severance and also the allocation of such costs to respective departments.

Risk Management was established to account for all City insurance programs related to the ongoing operations with the exception of employee benefit coverage.

Central Equipment was established to account for the cost of operating a maintenance facility and providing vehicles and equipment used by City departments and funds. The exception is the Golf Course fund which maintains its own equipment and vehicles.

Central Stores was established to account for the centralized purchase of consumable office supplies used by departments of the City.

City Facilities was established to account for the cost of maintaining City Hall. User departments are charged a rental fee based upon square footage.

Technology was established to account for the maintenance of all computer systems of the City.

City of Inver Grove Heights, Minnesota
Internal Service Funds
Combining Statement of Net Position
December 31, 2017

	Compensated Absences	Risk Management	Central Equipment	Central Stores
Assets				
Current Assets				
Cash and temporary investments	\$ 1,806,682	\$ 830,535	\$ 9,226,313	\$ 477,806
Receivables				
Accrued interest	6,932	3,647	39,086	1,982
Accounts	-	-	9,592	-
Due from other funds	-	-	3,945,584	-
Inventories	-	-	56,173	-
Prepaid items	-	131,297	645,909	-
Total Current Assets	<u>1,813,614</u>	<u>965,479</u>	<u>13,922,657</u>	<u>479,788</u>
Noncurrent Assets				
Capital assets				
Land	-	-	209,122	-
Buildings and systems	-	-	1,708,857	-
Improvements other than buildings	-	-	240,717	-
Machinery and equipment	-	-	9,873,339	-
Less accumulated depreciation	-	-	(7,846,176)	-
Total Capital Assets (Net of Accumulated Depreciation)	<u>-</u>	<u>-</u>	<u>4,185,859</u>	<u>-</u>
Total Assets	<u>1,813,614</u>	<u>965,479</u>	<u>18,108,516</u>	<u>479,788</u>
Deferred Outflows of Resources				
Deferred pension resources	<u>-</u>	<u>3,227</u>	<u>57,117</u>	<u>-</u>
Liabilities				
Current Liabilities				
Accounts and contracts payable	-	1,732	16,139	8,054
Accrued salaries payable	-	599	11,773	-
Due to other governments	-	-	40	-
Compensated absences payable - current	743,728	1,556	34,220	-
Total Current Liabilities	<u>743,728</u>	<u>3,887</u>	<u>62,172</u>	<u>8,054</u>
Noncurrent Liabilities				
Compensated absences payable	1,069,886	705	32,243	-
Pension liability	-	12,746	225,635	-
Total Noncurrent Liabilities	<u>1,069,886</u>	<u>13,451</u>	<u>257,878</u>	<u>-</u>
Total Liabilities	<u>1,813,614</u>	<u>17,338</u>	<u>320,050</u>	<u>8,054</u>
Deferred Inflows of Resources				
Deferred pension resources	<u>-</u>	<u>3,096</u>	<u>54,811</u>	<u>-</u>
Net Position				
Investment in capital assets	-	-	4,185,859	-
Unrestricted	<u>-</u>	<u>948,272</u>	<u>13,604,913</u>	<u>471,734</u>
Total Net Position	<u>\$ -</u>	<u>\$ 948,272</u>	<u>\$ 17,790,772</u>	<u>\$ 471,734</u>

City Facilities	Technology	Total
\$ 167,409	\$ 1,035,479	\$ 13,544,224
792	4,441	56,880
7,422	-	17,014
-	-	3,945,584
-	-	56,173
-	-	777,206
<u>175,623</u>	<u>1,039,920</u>	<u>18,397,081</u>
-	-	209,122
15,700,645	-	17,409,502
-	-	240,717
26,586	786,688	10,686,613
<u>(1,267,022)</u>	<u>(450,702)</u>	<u>(9,563,900)</u>
<u>14,460,209</u>	<u>335,986</u>	<u>18,982,054</u>
<u>14,635,832</u>	<u>1,375,906</u>	<u>37,379,135</u>
<u>12,610</u>	<u>72,932</u>	<u>145,886</u>
2,094	21,961	49,980
2,337	14,284	28,993
-	506	546
5,698	19,448	804,650
<u>10,129</u>	<u>56,199</u>	<u>884,169</u>
13,998	28,243	1,145,075
49,815	288,108	576,304
<u>63,813</u>	<u>316,351</u>	<u>1,721,379</u>
<u>73,942</u>	<u>372,550</u>	<u>2,605,548</u>
<u>12,101</u>	<u>69,987</u>	<u>139,995</u>
14,460,209	335,986	18,982,054
<u>102,190</u>	<u>670,315</u>	<u>15,797,424</u>
<u>\$ 14,562,399</u>	<u>\$ 1,006,301</u>	<u>\$ 34,779,478</u>

City of Inver Grove Heights, Minnesota
Internal Service Funds
Combining Statement of Revenues, Expenses and Changes in Net Position
For the Year Ended December 31, 2017

	Compensated Absences	Risk Management	Central Equipment	Central Stores
Operating Revenues				
Charges for services	\$ 158,152	\$ 832,000	\$ 2,545,200	\$ 82,600
Operating Expenses				
Personnel services	170,715	17,652	333,616	-
Other current expenses	-	891,567	777,815	104,521
Depreciation	-	-	911,793	-
Total Operating Expenses	170,715	909,219	2,023,224	104,521
Operating Income (Loss)	(12,563)	(77,219)	521,976	(21,921)
Nonoperating Revenues				
Investment earnings	12,563	6,655	121,968	4,274
Miscellaneous revenues	-	44,454	1,516	1,421
Gain on sale of capital assets	-	-	41,473	-
Total Nonoperating Revenues	12,563	51,109	164,957	5,695
Income (Loss) Before Transfers	-	(26,110)	686,933	(16,226)
Transfers Out	-	-	(229,174)	-
Change in Net Position	-	(26,110)	457,759	(16,226)
Net Position, January 1	-	974,382	17,333,013	487,960
Net Position, December 31	\$ -	\$ 948,272	\$ 17,790,772	\$ 471,734

City Facilities	Technology	Total
<u>\$ 426,804</u>	<u>\$ 1,117,700</u>	<u>\$ 5,162,456</u>
77,583	511,872	1,111,438
278,229	400,533	2,452,665
<u>630,498</u>	<u>62,395</u>	<u>1,604,686</u>
<u>986,310</u>	<u>974,800</u>	<u>5,168,789</u>
<u>(559,506)</u>	<u>142,900</u>	<u>(6,333)</u>
1,375	7,216	154,051
18	37,376	84,785
-	-	41,473
<u>1,393</u>	<u>44,592</u>	<u>280,309</u>
(558,113)	187,492	273,976
<u>(20,300)</u>	<u>-</u>	<u>(249,474)</u>
(578,413)	187,492	24,502
<u>15,140,812</u>	<u>818,809</u>	<u>34,754,976</u>
<u>\$ 14,562,399</u>	<u>\$ 1,006,301</u>	<u>\$ 34,779,478</u>

City of Inver Grove Heights, Minnesota
Internal Service Funds
Combining Statement of Cash Flows
For the Year Ended December 31, 2017

	Compensated Absences	Risk Management	Central Equipment	Central Stores
Cash Flows from Operating Activities				
Receipts from customers and users	\$ 158,152	\$ 832,000	\$ 2,535,608	\$ 82,600
Other operating receipts	-	44,449	1,433	1,421
Payments to suppliers	-	(891,624)	(684,594)	(104,509)
Payments to employees	(21,580)	(17,756)	(348,524)	-
Net Cash Provided (Used) by Operating Activities	<u>136,572</u>	<u>(32,931)</u>	<u>1,503,923</u>	<u>(20,488)</u>
Cash Flows from Noncapital Financing Activities				
Receipts on interfund balances	-	-	66,406	-
Payments on interfund balances	-	-	(672,745)	-
Transfers to other funds	-	-	(229,174)	-
Net Cash Used by Noncapital Financing Activities	<u>-</u>	<u>-</u>	<u>(835,513)</u>	<u>-</u>
Cash Flows from Capital and Related Financing Activities				
Acquisition of capital assets	-	-	(1,760,304)	-
Proceeds from sale of capital assets	-	-	41,473	-
Net Cash Used by Capital and Related Financing Activities	<u>-</u>	<u>-</u>	<u>(1,718,831)</u>	<u>-</u>
Cash Flows from Investing Activities				
Investment earnings	<u>12,513</u>	<u>6,648</u>	<u>142,337</u>	<u>4,535</u>
Net Increase (Decrease) in Cash and Cash Equivalents	149,085	(26,283)	(908,084)	(15,953)
Cash and Cash Equivalents, January 1	<u>1,657,597</u>	<u>856,818</u>	<u>10,134,397</u>	<u>493,759</u>
Cash and Cash Equivalents, December 31	<u><u>\$ 1,806,682</u></u>	<u><u>\$ 830,535</u></u>	<u><u>\$ 9,226,313</u></u>	<u><u>\$ 477,806</u></u>
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities				
Operating income (loss)	\$ (12,563)	\$ (77,219)	\$ 521,976	\$ (21,921)
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities				
Depreciation	-	-	911,793	-
Loss on disposal of capital assets	-	-	105,404	-
Other income related to operations	-	44,454	1,516	1,421
(Increase) decrease in assets/deferred outflows of resources				
Accounts receivable	-	-	(9,592)	-
Inventories	-	-	(2,081)	-
Prepaid items	-	3,976	(25)	-
Deferred pension resources	-	2,706	51,763	-
Increase (decrease) in liabilities/deferred inflows of resources				
Accounts and contracts payable	-	(4,033)	(9,206)	12
Accrued salaries payable	-	19	(3,655)	-
Due to other governments	-	-	(871)	-
Compensated absences payable	149,135	112	1,224	-
Pension liability	-	(3,835)	(78,631)	-
Deferred pension resources	-	889	14,308	-
Net Cash Provided (Used) by Operating Activities	<u><u>\$ 136,572</u></u>	<u><u>\$ (32,931)</u></u>	<u><u>\$ 1,503,923</u></u>	<u><u>\$ (20,488)</u></u>
Schedule of Noncash Capital and Related Financing Activities				
Net disposal of capital assets	\$ -	\$ -	\$ 105,404	\$ -

City Facilities	Technology	Total
\$ 419,382	\$ 1,117,700	\$ 5,145,442
-	1,260	48,563
(289,263)	(393,828)	(2,363,818)
(79,769)	(407,040)	(874,669)
<u>50,350</u>	<u>318,092</u>	<u>1,955,518</u>
-	-	66,406
-	-	(672,745)
(20,300)	-	(249,474)
<u>(20,300)</u>	<u>-</u>	<u>(855,813)</u>
(14,279)	(287,472)	(2,062,055)
-	-	41,473
<u>(14,279)</u>	<u>(287,472)</u>	<u>(2,020,582)</u>
<u>1,341</u>	<u>6,848</u>	<u>174,222</u>
17,112	37,468	(746,655)
<u>150,297</u>	<u>998,011</u>	<u>14,290,879</u>
<u>\$ 167,409</u>	<u>\$ 1,035,479</u>	<u>\$ 13,544,224</u>
\$ (559,506)	\$ 142,900	\$ (6,333)
630,498	62,395	1,604,686
2,445	-	107,849
18	37,376	84,785
(7,422)	-	(17,014)
-	-	(2,081)
-	17,125	21,076
11,605	35,586	101,660
(13,466)	(10,787)	(37,480)
67	3,807	238
(13)	367	(517)
880	14,873	166,224
(17,850)	(15,163)	(115,479)
<u>3,094</u>	<u>29,613</u>	<u>47,904</u>
<u>\$ 50,350</u>	<u>\$ 318,092</u>	<u>\$ 1,955,518</u>
\$ 2,445	\$ -	\$ 107,849

City of Inver Grove Heights, Minnesota
Agency Fund
Statement of Changes in Assets and Liabilities
For the Year Ended December 31, 2017

	Balance 12/31/16	Additions	Deletions	Balance 12/31/17
ESCROW				
Assets				
Cash and temporary investments	<u>\$ 990,171</u>	<u>\$ 755,527</u>	<u>\$ (512,453)</u>	<u>\$ 1,233,245</u>
Liabilities				
Accounts payable	\$ 31,675	\$ 24,122	\$ (24,674)	\$ 31,123
Deposits payable	<u>958,496</u>	<u>731,405</u>	<u>(487,779)</u>	<u>1,202,122</u>
Total Liabilities	<u>\$ 990,171</u>	<u>\$ 755,527</u>	<u>\$ (512,453)</u>	<u>\$ 1,233,245</u>

STATISTICAL SECTION (UNAUDITED)

CITY OF INVER GROVE HEIGHTS
INVER GROVE HEIGHTS, MINNESOTA

FOR THE YEAR ENDED
DECEMBER 31, 2017

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STATISTICAL SECTION (UNAUDITED)

This part of the City's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health.

Contents	<u>Pages</u>
Financial Trends	147 - 156
These schedules contain trend information to help the reader understand how the government's financial performance and well-being have changed over time.	
Revenue Capacity	159 - 165
These schedules contain information to help the reader assess the City's most significant local revenue source, property taxes.	
Debt Capacity	166 - 172
These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.	
Demographic and Economic Information	173 - 175
These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.	
Operating Information	176 - 180
These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs.	

Sources: Unless otherwise noted, the information in these schedules is derived from the annual financial reports for the relevant year.

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City of Inver Grove Heights, Minnesota
Summary Financial Report
Governmental Funds
Revenues and Expenditures For General Operations
For the Years Ended December 31, 2017 and 2016

	Total		Percent Increase (Decrease)
	2017	2016	
Revenues			
Taxes	\$ 21,228,180	\$ 20,287,670	4.64 %
Licenses and permits	1,355,686	1,133,121	19.64
Intergovernmental	1,828,149	2,686,298	(31.95)
Charges for services	6,044,318	7,073,953	(14.56)
Fines and forfeits	173,365	119,855	44.65
Special assessments	1,649,876	1,536,041	7.41
Investment earnings	391,228	231,466	69.02
Miscellaneous	1,050,756	771,714	36.16
Total Revenues	<u>\$ 33,721,558</u>	<u>\$ 33,840,118</u>	(0.35) %
Per Capita	<u>\$ 914</u>	<u>\$ 965</u>	(5.31) %
Expenditures			
Current			
General government	\$ 1,870,026	\$ 1,868,611	0.08 %
Public safety	9,837,271	9,332,846	5.40
Public works	4,848,977	4,504,655	7.64
Culture and recreation	5,696,321	5,268,205	8.13
Community development	2,008,043	1,696,528	18.36
Capital outlay			
Public safety	983,523	-	N/A
Public works	2,877,458	6,736,252	(57.28)
Culture and recreation	1,627,597	1,584,894	2.69
Community development	511,723	425,885	20.16
Debt service			
Principal	2,575,000	2,851,870	(9.71)
Interest and other charges	882,784	787,537	12.09
Bond issuance costs	85,505	140,713	(39.23)
Total Expenditures	<u>\$ 33,804,228</u>	<u>\$ 35,197,996</u>	(3.96) %
Per Capita	<u>\$ 916</u>	<u>\$ 1,004</u>	(8.74) %
Total Long-term Indebtedness	\$ 34,657,164	\$ 33,658,957	2.97 %
Per Capita	939	960	(2.15)
General Fund Balance - December 31	\$ 10,179,745	\$ 9,615,928	5.86 %
Per Capita	276	274	0.60

The purpose of this report is to provide a summary of financial information concerning the City of Inver Grove Heights to interested citizens. The complete financial statements may be examined at City Hall, 8150 Barbara Avenue, Inver Grove Heights, MN 55077-3412. Questions about this report should be directed to Kristi Smith, Finance Director at (651) 450-2500.

City of Inver Grove Heights, Minnesota
Statistical Section (Unaudited)
Net Position by Component
Last Ten Fiscal Years
(Accrual Basis of Accounting)

	Fiscal Year			
	2008	2009	2010	2011
Governmental Activities				
Net investment in capital assets	\$ 60,697,315	\$ 57,281,127	\$ 74,158,575	\$ 72,950,086
Restricted	12,005,964	18,781,144	12,453,322	14,658,567
Unrestricted	27,450,326	24,988,115	25,315,734	20,841,229
Total Governmental Activities Net Position	<u>\$ 100,153,605</u>	<u>\$ 101,050,386</u>	<u>\$ 111,927,631</u>	<u>\$ 108,449,882</u>
Business-type Activities				
Net investment in capital assets	\$ 39,534,301	\$ 43,737,884	\$ 45,236,978	\$ 56,914,506
Restricted	452,585	658,585	658,415	452,053
Unrestricted	14,769,882	14,451,156	12,609,019	9,876,848
Total Business-type Activities Net Position	<u>\$ 54,756,768</u>	<u>\$ 58,847,625</u>	<u>\$ 58,504,412</u>	<u>\$ 67,243,407</u>
Total Primary Government				
Net investment in capital assets	\$ 100,231,616	\$ 101,019,011	\$ 119,395,553	\$ 129,864,592
Restricted	12,458,549	19,439,729	13,111,737	15,110,620
Unrestricted	42,220,208	39,439,271	37,924,753	30,718,077
Total Primary Government Net Position	<u>\$ 154,910,373</u>	<u>\$ 159,898,011</u>	<u>\$ 170,432,043</u>	<u>\$ 175,693,289</u>

Note: The City implemented GASB Statement No. 63 and GASB Statement No. 65 in fiscal 2013. Net position information has been restated for 2012 for this accounting change. Years prior to 2012 have not been restated. The City implemented GASB Statement No. 68 and GASB Statement No. 67 in fiscal 2015. Years prior to 2015 have not been restated.

(1) The Water Revenue Bonds and Sewer Revenue Bonds debt service funds and the Water Connection, Sewer Connection, and Water System Improvements capital projects funds were reclassified from governmental activities to business-type activities in 2013. Activity prior to 2012 has not been restated for this change.

Fiscal Year					
Restated 2012 (1)	2013	2014	2015	2016	2017
\$ 83,551,495	\$ 85,313,175	\$ 88,745,756	\$ 92,587,696	\$ 96,443,126	\$ 93,604,421
6,562,002	5,419,184	6,560,238	7,697,092	8,666,803	10,112,971
35,453,954	33,615,784	37,024,099	32,064,187	30,600,727	31,939,890
<u>\$ 125,567,451</u>	<u>\$ 124,348,143</u>	<u>\$ 132,330,093</u>	<u>\$ 132,348,975</u>	<u>\$ 135,710,656</u>	<u>\$ 135,657,282</u>
\$ 34,833,936	\$ 38,002,856	\$ 38,248,637	\$ 40,500,700	\$ 48,192,046	\$ 49,136,855
-	-	-	-	-	-
18,909,882	21,168,180	20,875,925	18,559,610	13,397,258	10,707,274
<u>\$ 53,743,818</u>	<u>\$ 59,171,036</u>	<u>\$ 59,124,562</u>	<u>\$ 59,060,310</u>	<u>\$ 61,589,304</u>	<u>\$ 59,844,129</u>
\$ 118,385,431	\$ 123,316,031	\$ 126,994,393	\$ 133,088,396	\$ 144,635,172	\$ 142,741,276
6,562,002	5,419,184	6,560,238	7,697,092	8,666,803	10,112,971
54,363,836	54,783,964	57,900,024	50,623,797	43,997,985	42,647,164
<u>\$ 179,311,269</u>	<u>\$ 183,519,179</u>	<u>\$ 191,454,655</u>	<u>\$ 191,409,285</u>	<u>\$ 197,299,960</u>	<u>\$ 195,501,411</u>

City of Inver Grove Heights, Minnesota
Statistical Section (Unaudited)
Changes in Net Position (Continued on the Following Pages)
Last Ten Fiscal Years
(Accrual Basis of Accounting)

	Fiscal Year			
	2008	2009	2010	2011
Expenses				
Governmental activities				
General government	\$ 1,737,716	\$ 2,026,218	\$ 1,996,947	\$ 1,873,647
Public safety	6,336,979	7,042,090	7,335,691	7,399,743
Public works	7,572,473	6,319,903	8,655,734	7,135,787
Culture and recreation	6,069,640	6,316,467	6,296,071	6,990,333
Community development	1,150,747	1,206,108	1,216,039	1,202,751
Interest on long-term debt	1,559,182	1,820,910	1,945,392	2,230,632
Total Governmental Activities Expenses	<u>24,426,737</u>	<u>24,731,696</u>	<u>27,445,874</u>	<u>26,832,893</u>
Business-type activities				
Water	2,292,462	2,312,751	2,367,258	2,393,558
Sewer	2,459,592	2,606,924	2,728,937	3,018,197
Golf course	1,794,455	1,732,070	1,905,427	2,014,668
Total Business-type Activities Expenses	<u>6,546,509</u>	<u>6,651,745</u>	<u>7,001,622</u>	<u>7,426,423</u>
Total Primary Government Expenses	<u>\$ 30,973,246</u>	<u>\$ 31,383,441</u>	<u>\$ 34,447,496</u>	<u>\$ 34,259,316</u>
Program Revenues				
Governmental activities				
Charges for services				
General government	\$ 521,732	\$ 532,763	\$ 495,545	\$ 557,450
Public safety	441,372	535,041	413,967	456,068
Public works	2,836,092	2,616,135	3,435,705	2,810,312
Culture and recreation	3,010,263	3,073,540	2,673,480	2,677,946
Community development	768,835	551,990	436,696	667,667
Operating grants and contributions	731,289	438,040	861,740	876,505
Capital grants and contributions	6,873,396	3,541,500	9,618,339	5,382,914
Total Governmental Activities Program Revenues	<u>15,182,979</u>	<u>11,289,009</u>	<u>17,935,472</u>	<u>13,428,862</u>
Business-type activities				
Charges for services				
Water	2,927,775	3,000,199	2,762,005	2,879,883
Sewer	2,598,373	2,662,849	2,697,623	2,776,965
Golf course	1,507,717	1,420,419	1,436,476	1,405,244
Operating grants and contributions	-	-	-	-
Capital grants and contributions	-	-	1,852,464	28,889
Total Business-type Activities Program Revenues	<u>7,033,865</u>	<u>7,083,467</u>	<u>8,748,568</u>	<u>7,090,981</u>
Total Primary Government Program Revenues	<u>\$ 22,216,844</u>	<u>\$ 18,372,476</u>	<u>\$ 26,684,040</u>	<u>\$ 20,519,843</u>

Fiscal Year					
Restated 2012 (1)	2013	2014	2015	2016	2017
\$ 1,835,043	\$ 1,789,711	\$ 1,764,065	\$ 1,655,475	\$ 2,996,056	\$ 2,481,001
7,840,331	7,806,417	8,069,896	8,109,514	10,727,458	12,087,235
10,021,043	6,225,122	7,284,147	6,816,075	8,887,750	7,690,391
6,320,509	6,417,200	6,382,850	6,576,337	6,768,580	7,919,434
1,786,359	1,784,117	-	1,792,921	1,599,270	2,540,933
1,612,457	1,026,367	873,009	771,350	926,142	1,007,774
<u>29,415,742</u>	<u>25,048,934</u>	<u>24,373,967</u>	<u>25,721,672</u>	<u>31,905,256</u>	<u>33,726,768</u>
2,967,411	2,550,172	2,722,584	2,381,673	2,562,739	2,705,498
3,253,964	3,342,170	3,422,724	3,628,484	3,571,160	4,265,285
1,926,395	1,653,246	1,537,243	1,581,313	1,486,481	3,901,573
<u>8,147,770</u>	<u>7,545,588</u>	<u>7,682,551</u>	<u>7,591,470</u>	<u>7,620,380</u>	<u>10,872,356</u>
<u>\$ 37,563,512</u>	<u>\$ 32,594,522</u>	<u>\$ 34,459,576</u>	<u>\$ 33,313,142</u>	<u>\$ 39,525,636</u>	<u>\$ 44,599,124</u>
\$ 578,465	\$ 13,492	\$ 13,086	\$ 11,190	\$ 19,706	\$ 21,386
540,587	612,664	625,566	629,828	628,342	689,060
3,176,747	3,159,957	3,257,758	3,552,354	3,346,781	3,038,693
2,864,888	2,683,173	2,966,749	3,184,781	3,570,598	2,922,124
720,775	1,082,712	1,144,089	702,948	1,019,012	1,202,410
938,347	952,499	1,170,083	1,012,882	986,082	1,219,181
5,320,013	2,971,574	6,587,288	3,860,088	5,079,885	2,125,371
<u>14,139,822</u>	<u>11,476,071</u>	<u>15,764,619</u>	<u>12,954,071</u>	<u>14,650,406</u>	<u>11,218,225</u>
3,304,846	3,054,386	2,818,851	2,899,782	2,878,095	3,051,811
2,875,891	3,016,134	3,052,651	3,088,659	3,281,356	3,460,592
2,819,818	1,402,594	1,414,141	1,634,226	1,306,162	1,467,194
-	1,961	1,418	12,587	12,345	8,283
92,036	1,188,808	1,177,104	1,463,961	2,175,951	1,392,096
<u>9,092,591</u>	<u>8,663,883</u>	<u>8,464,165</u>	<u>9,099,215</u>	<u>9,653,909</u>	<u>9,379,976</u>
<u>\$ 23,232,413</u>	<u>\$ 20,139,954</u>	<u>\$ 24,228,784</u>	<u>\$ 22,053,286</u>	<u>\$ 24,304,315</u>	<u>\$ 20,598,201</u>

City of Inver Grove Heights, Minnesota
Statistical Section (Unaudited)
Changes in Net Position (Continued)
Last Ten Fiscal Years
(Accrual Basis of Accounting)

	Fiscal Year			
	2008	2009	2010	2011
Net Revenues (Expenses)				
Governmental activities	\$ (9,243,758)	\$(13,442,687)	\$ (9,510,402)	\$(13,404,031)
Business-type activities	487,356	431,722	1,746,946	(335,442)
Total Primary Government Net Revenues (Expenses)	<u>\$ (8,756,402)</u>	<u>\$(13,010,965)</u>	<u>\$ (7,763,456)</u>	<u>\$(13,739,473)</u>
General Revenues and Other Changes in Net Position				
Governmental activities				
Taxes				
Property taxes	\$ 14,512,035	\$ 14,904,906	\$ 15,188,210	\$ 15,043,355
Tax increments	1,755,275	1,944,714	1,931,921	1,969,395
Lodging taxes	79,675	67,680	67,329	77,882
Franchise taxes	78,252	84,045	86,148	88,755
Grants and contributions not restricted to specific programs	394,342	146,602	130,042	134,220
Other general revenues	75,684	73,453	93,539	159,354
Unrestricted investment earnings	1,817,888	540,070	669,074	1,165,824
Gain on sale of capital assets	21,950	6,800	-	210,741
Transfers	(7,116,256)	(3,428,802)	2,221,384	(8,923,244)
Total Governmental Activities	<u>11,618,845</u>	<u>14,339,468</u>	<u>20,387,647</u>	<u>9,926,282</u>
Business-type activities				
Unrestricted investment earnings	563,597	230,333	131,225	151,193
Transfers	7,116,256	3,428,802	(2,221,384)	8,923,244
Total Business-type Activities	<u>7,679,853</u>	<u>3,659,135</u>	<u>(2,090,159)</u>	<u>9,074,437</u>
Total Primary Government	<u>\$ 19,298,698</u>	<u>\$ 17,998,603</u>	<u>\$ 18,297,488</u>	<u>\$ 19,000,719</u>
Change in Net Position				
Governmental activities	\$ 2,375,087	\$ 896,781	\$ 10,877,245	\$ (3,477,749)
Business-type activities	8,167,209	4,090,857	(343,213)	8,738,995
Total Primary Government	<u>\$ 10,542,296</u>	<u>\$ 4,987,638</u>	<u>\$ 10,534,032</u>	<u>\$ 5,261,246</u>

Note: The City implemented GASB Statement No. 63 and GASB Statement No. 65 in fiscal 2013. Net position information has been restated for 2012 for this accounting change. Years prior to 2012 have not been restated. The City implemented GASB Statement No. 68 and GASB Statement No. 67 in fiscal 2015. Years prior to 2015 have not been restated.

(1) The Water Revenue Bonds and Sewer Revenue Bonds debt service funds and the Water Connection, Sewer Connection, and Water System Improvements capital projects funds were reclassified from governmental activities to business-type activities in 2013. Activity prior to 2012 has not been restated for this change.

Fiscal Year					
Restated 2012 (1)	2013	2014	2015	2016	2017
\$(15,275,920)	\$(13,572,863)	\$ (8,609,348)	\$(12,767,601)	\$(17,254,850)	\$(22,508,543)
944,821	1,118,295	781,614	1,507,745	2,033,529	(1,492,380)
<u>\$(14,331,099)</u>	<u>\$(12,454,568)</u>	<u>\$ (7,827,734)</u>	<u>\$(11,259,856)</u>	<u>\$(15,221,321)</u>	<u>\$(24,000,923)</u>
\$ 14,943,650	\$ 14,607,605	\$ 15,070,818	\$ 16,657,367	\$ 18,068,901	\$ 19,395,888
1,922,302	1,861,618	1,931,061	2,020,664	1,959,743	1,578,646
79,790	88,151	105,877	106,361	128,367	133,979
90,442	90,442	90,442	98,221	103,406	107,441
300,636	162,694	95,004	144,337	280,346	146,791
-	-	-	-	-	-
375,830	(210,750)	575,796	435,751	345,223	545,279
1,561	17,780	12,855	11,070	78,545	89,116
(1,388,301)	(4,263,985)	1,112,503	841,284	(348,000)	458,029
<u>16,325,910</u>	<u>12,353,555</u>	<u>18,994,356</u>	<u>20,315,055</u>	<u>20,616,531</u>	<u>22,455,169</u>
274,251	44,938	284,415	232,427	147,465	205,234
1,388,301	4,263,985	(1,112,503)	(841,284)	348,000	(458,029)
<u>1,662,552</u>	<u>4,308,923</u>	<u>(828,088)</u>	<u>(608,857)</u>	<u>495,465</u>	<u>(252,795)</u>
<u>\$ 17,988,462</u>	<u>\$ 16,662,478</u>	<u>\$ 18,166,268</u>	<u>\$ 19,706,198</u>	<u>\$ 21,111,996</u>	<u>\$ 22,202,374</u>
\$ 1,049,990	\$ (1,219,308)	\$ 10,385,008	\$ 7,547,454	\$ 3,361,681	\$ (53,374)
2,607,373	5,427,218	(46,474)	898,888	2,528,994	(1,745,175)
<u>\$ 3,657,363</u>	<u>\$ 4,207,910</u>	<u>\$ 10,338,534</u>	<u>\$ 8,446,342</u>	<u>\$ 5,890,675</u>	<u>\$ (1,798,549)</u>

City of Inver Grove Heights, Minnesota
Statistical Section (Unaudited)
Fund Balances of Governmental Funds
Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)

	Fiscal Year			
	2008	2009	2010	2011
General Fund				
Reserved	\$ 108,185	\$ 98,333	\$ 2,745	N/A
Unreserved	5,274,733	5,598,129	5,773,572	N/A
Nonspendable	N/A	N/A	N/A	\$ 24,021
Restricted	N/A	N/A	N/A	-
Unassigned	N/A	N/A	N/A	6,326,550
Total General Fund	<u>\$ 5,382,918</u>	<u>\$ 5,696,462</u>	<u>\$ 5,776,317</u>	<u>\$ 6,350,571</u>
All Other Governmental Funds				
Reserved	\$ 4,452,887	\$ 5,295,327	\$ 5,342,811	N/A
Unreserved, reported in				
Special revenue funds	874,094	870,678	772,562	N/A
Capital project funds	14,692,627	12,270,926	19,084,320	N/A
Debt service funds	5,856,321	5,146,914	3,794,637	N/A
Nonspendable	N/A	N/A	N/A	\$ 621
Restricted	N/A	N/A	N/A	6,874,221
Committed	N/A	N/A	N/A	596,070
Assigned	N/A	N/A	N/A	20,691,467
Unassigned	N/A	N/A	N/A	(2,144,267)
Total All Other Governmental Funds	<u>\$ 25,875,929</u>	<u>\$ 23,583,845</u>	<u>\$ 28,994,330</u>	<u>\$ 26,018,112</u>

Note: GASB Statement No. 54 replaced the categories used to classify fund balance. The City implemented GASB Statement No. 54 in 2011, prior year balances were not reclassified.

(1) The Water Revenue Bonds and Sewer Revenue Bonds debt service funds and the Water Connection, Sewer Connection, and Water System Improvements capital projects funds were reclassified from governmental to enterprise (business-type) in 2013. Activity prior to 2012 has not been restated for this change.

Fiscal Year					
Restated 2012 (1)	2013	2014	2015	2016	2017
N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A
\$ 9,159	\$ 4,399	\$ 57,292	\$ 3,667	\$ 15,799	\$ 141,195
45,800	76,800	22,000	-	-	-
7,232,157	8,029,014	9,111,824	9,922,952	9,600,129	10,038,550
<u>\$ 7,287,116</u>	<u>\$ 8,110,213</u>	<u>\$ 9,191,116</u>	<u>\$ 9,926,619</u>	<u>\$ 9,615,928</u>	<u>\$ 10,179,745</u>
N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A
\$ 1,001,348	\$ 19,644	\$ 21,450	\$ 7,203	\$ 2,887	\$ 17,761
4,234,679	3,088,157	4,137,256	10,128,899	18,332,804	20,275,918
630,787	1,038,100	1,023,281	955,348	720,397	738,817
15,858,720	13,113,187	13,249,048	14,066,297	13,408,861	17,069,166
(3,026,964)	(3,246,835)	(2,727,214)	(1,949,474)	(1,847,409)	(3,741,559)
<u>\$ 18,698,570</u>	<u>\$ 14,012,253</u>	<u>\$ 15,703,821</u>	<u>\$ 23,208,273</u>	<u>\$ 30,617,540</u>	<u>\$ 34,360,103</u>

City of Inver Grove Heights, Minnesota
Statistical Section (Unaudited)
Changes in Fund Balances of Governmental Funds
Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)

	Fiscal Year			
	2008	2009	2010	2011
Revenues				
Taxes	\$ 16,264,650	\$ 17,075,882	\$ 17,198,981	\$ 17,258,994
Licenses and permits	818,150	635,156	515,398	815,420
Intergovernmental	2,164,334	2,289,629	3,347,225	3,948,793
Charges for services	5,933,025	5,578,401	6,183,014	5,560,114
Fines and forfeitures	228,450	211,425	141,962	115,075
Special assessments	2,586,684	2,274,280	2,887,090	2,397,132
Investment earnings	1,284,695	299,861	527,014	991,558
Miscellaneous	690,453	826,337	1,546,668	847,598
Total revenues	<u>29,970,441</u>	<u>29,190,971</u>	<u>32,347,352</u>	<u>31,934,684</u>
Expenditures				
Current				
General government	1,895,023	1,982,238	1,873,064	1,852,938
Public safety	6,825,682	7,043,048	7,202,451	7,304,412
Public works	4,975,347	5,230,215	4,949,744	6,081,929
Culture and recreation	5,043,447	4,976,319	5,019,535	5,346,020
Community development	1,269,484	1,224,278	1,269,570	1,212,442
Capital outlay	19,897,612	16,794,084	16,080,562	6,819,201
Debt service				
Principal	3,828,761	4,121,035	3,828,462	4,215,622
Interest and other charges	1,603,807	1,581,586	1,993,944	2,278,893
Bond issuance costs	-	-	-	-
Total Expenditures	<u>45,339,163</u>	<u>42,952,803</u>	<u>42,217,332</u>	<u>35,111,457</u>
Deficiency of Revenues under expenditures	<u>(15,368,722)</u>	<u>(13,761,832)</u>	<u>(9,869,980)</u>	<u>(3,176,773)</u>
Other Financing Sources (Uses)				
Transfers in	13,430,166	10,943,426	14,723,247	12,099,659
Transfers out	(12,293,469)	(9,049,622)	(11,114,442)	(10,853,484)
Bond proceeds	5,375,000	9,900,000	11,770,000	-
Discount on bonds issued	-	(10,512)	(18,485)	-
Premium on bonds issued	42,603	-	-	58,634
Refunding bonds issued	-	-	-	4,505,000
Payment to refunded bond escrow agent	-	-	-	-
Principal paid on refunded bonds	(3,945,000)	-	-	(5,240,000)
Insurance recovery	-	-	-	-
Sale of capital assets	-	-	-	205,000
Total Other Financing Sources (Uses)	<u>2,609,300</u>	<u>11,783,292</u>	<u>15,360,320</u>	<u>774,809</u>
Net Change in Fund Balances	<u><u>\$(12,759,422)</u></u>	<u><u>\$ (1,978,540)</u></u>	<u><u>\$ 5,490,340</u></u>	<u><u>\$ (2,401,964)</u></u>
Debt Service as a Percentage of Noncapital Expenditures	<u>15.77%</u>	<u>18.44%</u>	<u>22.24%</u>	<u>23.32%</u>

(1) The Water Revenue Bonds and Sewer Revenue Bonds debt service funds and the Water Connection, Sewer Connection, and Water System Improvements capital projects funds were reclassified from governmental to enterprise (business-type) in 2013. Activity prior to 2012 has not been restated for this change.

Fiscal Year					
Restated 2012 (1)	2013	2014	2015	2016	2017
\$ 17,091,099	\$ 16,627,528	\$ 17,190,552	\$ 18,951,875	\$ 20,287,670	\$ 21,228,180
750,483	951,948	1,241,654	844,006	1,133,121	1,355,686
4,170,433	2,143,879	4,124,588	1,111,405	2,686,298	1,828,149
6,168,808	6,241,363	6,389,688	6,857,352	7,073,953	6,044,318
125,164	148,113	135,382	120,029	119,855	173,365
1,945,973	1,500,383	2,295,620	1,759,195	1,536,041	1,649,876
213,053	(183,005)	359,937	257,824	231,466	391,228
1,383,500	261,540	234,831	455,909	771,714	1,050,756
<u>31,848,513</u>	<u>27,691,749</u>	<u>31,972,252</u>	<u>30,357,595</u>	<u>33,840,118</u>	<u>33,721,558</u>
1,697,773	1,623,512	1,641,093	1,667,440	1,868,611	1,870,026
7,644,656	7,750,149	7,959,499	8,342,569	9,332,846	9,837,271
5,995,442	4,168,764	4,466,294	4,580,122	4,504,655	4,848,977
4,932,946	4,926,142	5,174,615	5,284,502	5,268,205	5,696,321
1,298,078	1,612,680	1,499,946	1,612,736	1,696,528	2,008,043
8,003,440	3,440,919	5,497,746	4,939,260	8,747,031	6,000,301
3,194,586	4,632,042	6,249,919	3,688,280	2,851,870	2,575,000
1,476,542	1,112,013	888,890	675,558	787,537	882,784
-	-	83,755	131,221	140,713	85,505
<u>34,243,463</u>	<u>29,266,221</u>	<u>33,461,757</u>	<u>30,921,688</u>	<u>35,197,996</u>	<u>33,804,228</u>
<u>(2,394,950)</u>	<u>(1,574,472)</u>	<u>(1,489,505)</u>	<u>(564,093)</u>	<u>(1,357,878)</u>	<u>(82,670)</u>
11,122,977	9,003,530	7,171,496	5,633,063	7,596,433	5,668,147
(11,829,020)	(10,907,954)	(5,917,699)	(4,762,561)	(7,928,133)	(4,960,644)
-	-	-	7,745,000	-	3,505,000
-	-	-	-	-	-
13,500	-	118,912	188,546	273,154	128,904
395,000	-	4,650,000	-	8,515,000	-
-	-	(1,761,033)	-	-	-
-	(400,000)	-	-	-	-
-	15,676	300	-	-	-
-	-	-	-	-	47,643
<u>(297,543)</u>	<u>(2,288,748)</u>	<u>4,261,976</u>	<u>8,804,048</u>	<u>8,456,454</u>	<u>4,389,050</u>
<u>\$ (2,692,493)</u>	<u>\$ (3,863,220)</u>	<u>\$ 2,772,471</u>	<u>\$ 8,239,955</u>	<u>\$ 7,098,576</u>	<u>\$ 4,306,380</u>
<u>16.27%</u>	<u>21.65%</u>	<u>24.25%</u>	<u>16.36%</u>	<u>12.30%</u>	<u>10.98%</u>

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City of Inver Grove Heights, Minnesota
Statistical Section (Unaudited)
General Governmental Tax Revenues by Source
Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)

<u>Fiscal Year</u>	<u>Property Tax</u>	<u>Tax Increments</u>	<u>Lodging Tax</u>	<u>Franchise Tax</u>	<u>Total</u>
2008	\$ 14,351,448	\$ 1,755,275	\$ 79,675	\$ 78,252	\$ 16,264,650
2009	14,979,443	1,944,714	67,680	84,045	17,075,882
2010	15,113,583	1,931,921	67,329	86,148	17,198,981
2011	15,122,962	1,969,395	77,882	88,755	17,258,994
2012	14,998,565	1,922,302	79,790	90,442	17,091,099
2013	14,587,317	1,861,618	85,530	93,063	16,627,528
2014	15,063,172	1,931,061	98,691	97,628	17,190,552
2015	16,726,629	2,020,664	106,361	98,221	18,951,875
2016	18,096,154	1,959,743	128,367	103,406	20,287,670
2017	19,408,114	1,578,646	133,979	107,441	21,228,180

City of Inver Grove Heights, Minnesota
Statistical Section (Unaudited)
Assessed Value and Estimated Actual Value of Taxable Property
Last Ten Fiscal Years

Fiscal Year Ended December 31, (1)	Tax Capacity				
	Real Property		Personal Property	Less Tax Exempt Real Property	Total Taxable Assessed Value
	Residential Property	Commercial Property			
2008	\$ 31,628,857	\$ 8,479,372	\$ 590,408	\$ 3,709,772	\$ 36,988,865
2009	31,596,479	9,301,789	595,548	3,735,276	37,758,540
2010	28,706,695	9,408,125	601,227	3,681,380	35,034,667
2011	26,997,619	9,019,537	642,312	3,833,236	32,826,232
2012	24,584,767	9,012,637	664,866	3,795,448	30,466,822
2013	22,793,327	9,065,568	706,136	3,788,856	28,776,175
2014	23,532,484	9,252,706	711,742	3,824,454	29,672,478
2015	25,635,739	9,263,633	726,252	3,914,916	31,710,708
2016	27,361,534	9,779,662	753,881	4,071,056	33,824,021
2017	28,111,605	9,722,415	787,939	4,126,152	34,495,807

Source: Dakota County Assessor.

(1) Represents the year the taxes are payable, not the year the taxes are levied.

Total Direct Tax Rate	Estimated Actual Value	Assessed Value as a Percentage of Actual Value
37.878	\$3,550,439,300	1.15 %
41.757	3,586,873,800	1.16
43.162	3,311,984,400	1.17
44.883	3,128,770,600	1.17
46.312	2,893,900,109	1.18
46.128	2,720,514,055	1.20
48.131	2,798,175,018	1.20
49.266	3,005,516,326	1.19
51.644	3,198,957,044	1.18
52.088	3,270,107,980	1.18

City of Inver Grove Heights, Minnesota
Statistical Section (Unaudited)
Property Tax Rates - Direct and Overlapping Governments
Last Ten Fiscal Years

Fiscal Year	City of Inver Grove Heights		
	Operating Millage	Debt Service Millage	Total Direct Rate
2008	34.972 %	2.431 %	37.403 %
2009	35.837	2.041	37.878
2010	38.821	2.936	41.757
2011	40.540	2.629	43.169
2012	40.974	3.909	44.883
2013	42.116	4.196	46.312
2014	41.849	4.279	46.128
2015	43.984	4.147	48.131
2016	43.621	5.645	49.266
2017	45.717	5.927	51.644

Source: Dakota County Treasurer - Auditor.

1 Overlapping rates are those of local and county governments that apply to property owners within the City of Inver Grove Heights. Not all overlapping rates apply to all City of Inver Grove Heights property owners (i.e. the rates for School District #199 apply only to the proportion of the government's property owners whose property is located within the geographinc boundaries of the school district.)

(2) Special districts include: Metropolitan Council, Mosquito Control, and Metropolitan Transit.

Overlapping Rates (1)					Total Direct & Overlapping Rates
Dakota County	School District No. 199	School District No. 196	School District No. 197	Special Districts (2)	
25.184 %	19.764 %	21.136 %	18.914 %	4.393 %	126.794 %
25.821	19.303	21.109	18.051	4.328	126.490
27.269	21.795	25.391	18.850	4.421	139.483
29.149	24.679	26.959	19.692	4.644	148.292
31.426	28.363	28.440	21.857	5.021	159.990
33.421	27.556	27.956	24.429	5.341	165.015
31.827	33.418	27.606	23.863	4.993	167.835
29.633	34.864	23.271	24.063	4.567	164.529
28.570	30.272	24.317	22.170	4.614	159.209
28.004	28.572	23.336	22.295	4.458	158.309

City of Inver Grove Heights, Minnesota
Statistical Section (Unaudited)
Principal Property Taxpayers
Current and Nine Years Ago

Taxpayer	2017			2008		
	Net Tax Capacity	Rank	Percent of Total Net Tax Capacity	Net Tax Capacity	Rank	Percent of Total Net Tax Capacity
Xcel Energy (Northern States Power)	\$ 2,061,744	1	5.34 %	\$ 1,563,206	1	4.01 %
Flint Hills	812,330	2	2.10	-		-
Southview Gables	599,161	3	1.55	-		-
Lake Cove Village Partnership	394,953	4	1.02	359,576	4	0.92
PHM Inver Grove Inc	348,519	5	0.90	354,534	5	0.91
Salem Green Ltd. Partnership	303,434	6	0.79	262,501	9	0.67
Vansouth Ltd. Partnership	288,380	7	0.75	387,796	3	0.99
Chicago & NW Trans Co.	276,224	8	0.72	-		-
Brentwood Hills Ltd. Partnership	270,912	9	0.70	275,000	7	0.71
Pearlwood Estates Ltd	258,489	10	0.67	-		-
ML Casa IV LP (I & G Southview LLC)	-		-	425,000	2	1.09
Farmers Union Central Exchange (Cenex)	-		-	290,918	6	0.75
Pine Bend Landfill, Inc.	-		-	268,040	8	0.69
Individual	-		-	225,000	10	0.58
Total	<u>\$ 5,614,146</u>		<u>14.54 %</u>	<u>\$ 4,411,571</u>		<u>11.32 %</u>

Source: Dakota County Treasurer - Auditor.

City of Inver Grove Heights, Minnesota
Statistical Section (Unaudited)
Property Tax Levies and Collections
Last Ten Fiscal Years

Fiscal Year	Total Tax Levy for Fiscal Year	Collection of Current Year's Levy	Percentage of Levy Collected	Collection of Prior Years' Levy	Total Collections	Percentage of Total Collections to Levy
2008	\$ 14,908,875	\$ 14,464,183	97.02 %	\$ 217,045	\$ 14,681,228	98 %
2009	15,420,973	14,752,509	95.67	197,189	14,949,698	97
2010	15,689,990	14,872,404	94.79	167,249	15,039,653	96
2011	15,632,796	14,836,938	94.91	133,075	14,970,013	96
2012	14,958,691	14,850,595	99.28	67,699	14,918,294	100
2013	14,551,809	14,486,760	99.55	65,049	14,551,809	100
2014	15,056,760	14,906,474	99.00	150,286	15,056,760	100
2015	16,468,844	16,369,815	99.40	99,029	16,468,844	100
2016	18,022,195	17,928,458	99.48	93,737	18,022,195	100
2017	19,197,825	19,236,756	100.20	-	19,236,756	100

Source: Dakota County Treasurer - Auditor.

City of Inver Grove Heights, Minnesota
Statistical Section (Unaudited)
Ratios of Outstanding Debt by Type
Last Ten Fiscal Years

Fiscal Year	Governmental Activities			Business-type Activities		Total Primary Government	Percentage of Personal Income		Per Capita
	General Obligation (G.O.) Bonds (1)	G.O. Tax Increment Bonds	G.O. Special Assessments Bonds	G.O. Revenue Bonds (1)	Capital Leases				
2008	\$ 17,861,204	\$ 13,495,593	\$ 14,085,000	\$ 2,340,000	\$ -	\$47,781,797	3.46	%	\$ 1,422
2009	26,575,170	12,343,913	12,440,000	1,990,000	-	53,349,083	3.29		1,573
2010	32,241,708	11,128,847	16,055,000	1,620,000	-	61,045,555	3.76		1,802
2011	30,800,655	9,924,586	13,655,000	1,235,000	157,875	55,773,116	4.77		1,651
2012	12,288,258	8,540,273	12,252,929	24,356,205	108,445	57,546,110	4.97		1,704
2013	10,171,859	6,105,000	10,456,544	21,040,004	83,245	47,856,652	4.02		1,400
2014	9,790,308	3,982,550	9,796,053	17,282,225	56,823	40,907,959	3.79		1,187
2015	17,363,296	2,836,275	7,567,731	20,408,629	29,120	48,205,051	3.94		1,389
2016	25,734,951	1,681,275	6,242,731	19,018,096	-	52,677,053	4.27		1,502
2017	25,073,158	1,131,275	8,452,731	23,197,427	-	57,854,591	4.45		1,642

Details regarding the City's outstanding debt can be found in the notes to the financial statements.

See the Schedule of Demographic and Economic Statistics for personal income and population data.

(1) The G.O. revenue bonds were reclassified from governmental activities to business-type activities in 2013. Activity prior to 2012 has not been restated for this change.

City of Inver Grove Heights, Minnesota
Statistical Section (Unaudited)
Ratios of General Bonded Debt Outstanding
Last Ten Fiscal Years

<u>Fiscal Year</u>	<u>General Obligation Bonds</u>	<u>Less Amounts Restricted for Debt Service</u>	<u>Net Bonded Debt</u>	<u>Percentage of Estimated Market Value of Taxable Property (1)</u>	<u>Per Capita (2)</u>
2008	\$ 47,781,797	\$ 850,429	\$ 46,931,368	1.32 %	\$ 1,396
2009	53,349,083	1,110,181	52,238,902	1.46	1,540
2010	61,045,555	805,606	60,239,949	1.82	1,778
2011	55,615,241	482,331	55,132,910	1.76	1,632
2012	57,437,665	5,055,559	52,382,106	1.81	1,551
2013	47,773,407	4,662,906	43,110,501	1.58	1,261
2014	40,851,136	6,000,117	34,851,019	1.25	1,011
2015	48,175,931	5,119,578	43,056,353	1.43	1,243
2016	52,677,053	4,657,944	48,019,109	1.50	1,363
2017	57,854,591	5,129,747	52,724,844	1.61	1,496

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

(1) See the Schedule of Assessed Value and Estimated Actual Value of Taxable Property for property value data.

(2) Population data can be found in the Schedule of Demographic and Economic Statistics.

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City of Inver Grove Heights, Minnesota
Statistical Section (Unaudited)
Computation of Direct and Overlapping Governmental Activities Debt
December 31, 2017

Governmental Unit	Debt Outstanding	Estimated Percentage Applicable (1)	Estimated Share of Overlapping Debt
Debt Repaid with Property Taxes			
Dakota County	\$ 21,455,000	7.7918 %	\$ 1,671,731
School District # 199	57,565,000	93.3106	53,714,247
School District # 196	146,585,000	5.2378	7,677,829
School District # 197	32,025,000	0.7822	250,500
Metropolitan Council (2)	186,185,000	0.8861	1,649,785
Total Overlapping Debt	443,815,000		64,964,092
City of Inver Grove Heights Direct Debt	34,657,164	100.0000	34,657,164
Total Direct and Overlapping Debt	\$ 478,472,164		\$ 99,621,256

Source: Dakota County Treasurer/Auditor.

Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the city. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of the City of Inver Grove Heights, Minnesota. This process recognizes that, when considering the government's ability of issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt of each overlapping government.

1 Amounts do not include non-general obligation debt, self-supporting general obligation revenue debt, short-term general obligation debt, or general obligation tax/aid anticipation certificates of indebtedness.

2 Debt includes all outstanding general obligation debt supported by taxes of the Metropolitan Council. The Council also has general obligation sewer revenue, wastewater revenue, and radio revenue bonds and lease obligations outstanding all of which are supported entirely by revenues and have not been included in the Overlapping Debt.

City of Inver Grove Heights, Minnesota
Statistical Section (Unaudited)
Legal Debt Margin Information
Last Ten Fiscal Years

	Fiscal Year			
	2008	2009	2010	2011
Debt Limit	\$106,625,237	\$107,716,655	\$ 99,474,529	\$ 93,976,981
Total Net Debt Applicable to Limit	<u>17,010,755</u>	<u>25,464,989</u>	<u>31,436,102</u>	<u>31,282,986</u>
Legal Debt Margin	<u>\$ 89,614,482</u>	<u>\$ 82,251,666</u>	<u>\$ 68,038,427</u>	<u>\$ 62,693,995</u>
Total Net Debt Applicable to the Limit as a Percent of Debt Limit	15.95%	23.64%	31.60%	33.29%

Note: Under state law, the City's outstanding general obligation debt should not exceed 3 percent of the market value of taxable property. Net debt is payable solely from ad valorem taxes and, therefore, excludes debt financed partially or entirely by special assessments, enterprise fund revenues, or tax increments. Prior to 2008, state law provided that general obligation debt should not exceed 2 percent. By law, the general obligation debt subject to the limitation may be offset by amounts set aside for the extinguishment of those obligations.

(1) The G.O. revenue bonds were reclassified from governmental activities to business-type activities in 2013. Activity prior to 2012 has not been restated for this change.

Fiscal Year					
2012 (1)	2013	2014	2015	2016	2017
\$ 86,930,669	\$ 81,615,422	\$ 83,945,251	\$ 90,165,490	\$ 95,968,711	\$ 98,103,239
8,878,622	7,685,804	6,181,018	14,077,236	13,229,040	14,530,123
<u>\$ 78,052,047</u>	<u>\$ 73,929,618</u>	<u>\$ 77,764,233</u>	<u>\$ 76,088,254</u>	<u>\$ 82,739,671</u>	<u>\$ 83,573,116</u>
10.21%	9.42%	7.36%	15.61%	13.78%	14.81%

Legal Debt Margin Calculation for Fiscal Year 2017	
Taxable Market Value	<u>\$3,270,107,980</u>
Debt Limit (3 Percent of Market Value)	<u>\$ 98,103,239</u>
Debt Applicable to Limit	
General obligation bonds	24,585,000
Less: amount available in debt service funds	<u>(10,054,877)</u>
Total Net Debt Applicable to Limit	<u>14,530,123</u>
Legal Debt Margin	<u>\$ 83,573,116</u>

City of Inver Grove Heights, Minnesota
Statistical Section (Unaudited)
Pledged Revenue Coverage
Last Ten Fiscal Years

Water G.O. Revenue Bonds

Fiscal Year	Water Charges and other (2)	Less Operating Expense (1)	Net Available Revenue	Debt Service			Coverage
				Principal (5)	Interest	Total	
2013	\$ 3,054,386	\$ 1,461,176	\$ 1,593,210	\$ 685,000	\$ 331,270	\$ 1,016,270	156.77 %
2014	2,818,851	1,771,162	1,047,689	745,000	169,423	914,423	114.57
2015	2,899,782	1,449,803	1,449,979	805,000	91,050	896,050	161.82
2016	2,878,095	1,572,283	1,305,812	825,000	74,039	899,039	145.25
2017	3,051,811	1,702,566	1,349,245	845,000	57,324	902,324	149.53

Sewer G.O. Revenue Bonds

Fiscal Year	Sewer Charges and other (3)	Less Operating Expense (1)	Net Available Revenue	Debt Service			Coverage
				Principal (6)	Interest	Total	
2013	\$ 3,016,134	\$ 2,287,807	\$ 728,327	\$ 235,000	\$ 445,141	\$ 680,141	107.08 %
2014	3,052,651	2,299,419	753,232	465,000	434,060	899,060	83.78
2015	3,088,659	2,653,539	435,120	475,000	301,760	776,760	56.02
2016	3,281,356	2,455,570	825,786	525,000	472,244	997,244	82.81
2017	3,460,592	2,938,354	522,238	715,000	559,112	1,274,112	40.99

Golf Course G.O. Revenue Bonds

Fiscal Year	Golf Course Charges and Others (4)	Less Operating Expense (1)	Net Available Revenue	Debt Service			Coverage
				Principal	Interest	Total	
2008	\$ 1,579,503	\$ 1,442,783	\$ 136,720	\$ 330,000	\$ 125,035	\$ 455,035	30.05 %
2009	1,475,051	1,446,906	28,145	335,000	114,310	449,310	6.26
2010	1,408,208	1,392,570	15,638	350,000	102,585	452,585	3.46
2011	1,435,930	1,579,430	(143,500)	370,000	88,585	458,585	(31.29)
2012	1,401,052	1,690,209	(289,157)	385,000	73,415	458,415	(63.08)
2013	1,560,687	1,566,754	(6,067)	1,235,000	57,053	1,292,053	(0.47)

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

(1) Excludes depreciation expense.

(2) There are no water fund debt service requirements before 2013.

(3) There are no sewer fund debt service requirements before 2013.

(4) There are no golf course debt service requirements after 2012.

(5) Excludes refunded principal paid through cash held with fiscal agent (\$2,380,000 in 2013, \$2,885,000 in 2014).

(6) Excludes refunded principal paid through escrow agent (\$4,780,000 in 2014).

City of Inver Grove Heights, Minnesota
Statistical Section (Unaudited)
Demographic and Economic Statistics
Last Ten Fiscal Years

<u>Fiscal Year</u>	<u>Population</u>	<u>Personal Income</u>	<u>Per Capita Personal Income (1)</u>	<u>Unemployment Rate</u>
2008	33,608	\$1,379,070,672	\$ 41,034 (2)	5.0 %
2009	33,917	1,623,369,371	47,863 (2)	7.4
2010	33,880	1,173,975,880	34,651	7.3
2011	33,774	1,159,022,358	34,317	6.2
2012	33,774	1,147,370,328	33,972	5.3
2013	34,189	1,162,562,756	34,004	4.7
2014	34,458	1,213,335,096	35,212	3.9
2015	34,627	1,219,285,924	35,212	3.5
2016	35,234	1,234,916,466	35,049	3.3
2017	35,236	1,300,419,816	36,906	3.3

Data Sources

Metropolitan Council (www.metrocouncil.org)

Minnesota Dept of Employment and Economic Development (www.deed.state.mn.us)

U.S. Census Bureau (www.factfinder2.census.gov)

(1) Per Capita Personal Income uses the latest published numbers.

(2) Per Capita Personal Income is for the State of MN, not solely the City of Inver Grove Heights and uses the latest published data.

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City of Inver Grove Heights, Minnesota
Statistical Section (Unaudited)
Principal Employers
Current Year and Nine Years Ago

	2017			2008		
	Employees	Rank	Percent of City Employment (1)	Employees	Rank	Percent of City Employment (1)
Koch Refinery (Flint Hills)	1,200	1	3.18 %	-	-	- %
Cenex / CHS Cooperatives	1,014	2	2.69	1,000	1	4.87
Inver Hills Community College	484	3	1.28	425	4	2.07
City of Inver Grove Heights	482	4	1.28	130	10	0.63
Independent School District 199	476	5	1.26	525	2	2.55
Gertens	470	6	1.25			
Travel Tags	350	7	0.93	430	3	2.09
Total Construction	250	8	0.66			
Wal-Mart	210	9	0.56	270	6	1.31
Cub Foods	160	10	0.42			
Evergreen Industries	-	-	-	300	5	1.46
BFI Waste Services	-	-	-	140	7	0.68
Southview Chevrolet	-	-	-	135	8	0.66
Lofton Label	-	-	-	133	9	0.65
Total	<u>5,096</u>		<u>13.51 %</u>	<u>3,488</u>		<u>16.97 %</u>

Source: Reference USA, written and telephone survey (September 2017), the Minnesota Department of Employment and Economic Development and City records for 2017.

(1) Represents total employment within the company, not just those working within the City.

City of Inver Grove Heights, Minnesota
Statistical Section (Unaudited)
Full-time Equivalent Employees by Function
Last Ten Fiscal Years

Function	2008	2009	2010	2011	2012	2013
General Government	30	29	29	27	27	29
Public Safety						
Police						
Officers	34	33	33	33	33	32
Civilians	9	8	6	6	5	5
Fire						
Firefighters and officers	1	1	1	1	2	2
Civilians	2	2	2	2	2	2
Public Works						
Engineering	7	8	8	8	8	6
Maintenance	15	15	15	15	15	15
Culture and Recreation	25	25	25	24	23	22
Water and Sewer	9	9	9	9	9	7
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total	<u> 132 </u>	<u> 130 </u>	<u> 128 </u>	<u> 125 </u>	<u> 124 </u>	<u> 120 </u>

Source: City budgets and personnel records.

<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
29	28	34	30
32	35	36	39
5	6	6	5
2	3	3	4
2	2	2	1
6	6	6	6
15	15	16	16
22	25	24	28
<u>7</u>	<u>7</u>	<u>9</u>	<u>8</u>
<u><u>120</u></u>	<u><u>127</u></u>	<u><u>136</u></u>	<u><u>137</u></u>

City of Inver Grove Heights, Minnesota
Statistical Section (Unaudited)
Operating Indicators by Function
Last Ten Fiscal Years

Function	2008	2009	2010	2011	2012	2013
Police						
Physical arrests (1)	983	762	308	383	327	346
Traffic violations	4,715	4,535	4,195	2,616	2,237	2,244
Fire						
Calls answered	1,055	1,143	1,256	1,170	1,243	1,159
Public Works						
Resurfacing (miles)	4.94	4.29	2.45	2.53	2.45	0.83
Culture and Recreation						
Athletic field permits issued	2,591	2,746	2,828	2,884	2,941	2,794
Community center admissions	149,547	165,500	181,206	198,940	206,968	231,137
Rink hours used	-	4,274	4,080	4,091	3,988	4,272
Rounds of golf purchased	45,933	46,075	49,936	50,531	52,581	47,027
Driving range buckets (2)	25,360	25,368	24,505	20,548	25,216	17,608
Water						
New connections	31	17	6	10	147	105
Water main breaks	4	3	7	4	6	6
Average daily consumption (millions of gallons)	3.12	3.05	2.73	2.75	3.08	2.79

Sources: City department records.

(1) Only felony arrests were tracked in 2010 and thereafter.

(2) Driving range buckets can be purchased in three sizes ranging from twenty to seventy-five balls per bucket.

2014	2015	2016	2017
353	418	377	520
1,653	1,285	1,154	2,086
1,249	1,193	1,324	1,602
1.75	1.25	0.7	0.68
2,849	2,877	2,823	2,907
230,717	227,791	225,696	227,323
4,155	4,045	5,467	5,822
50,667	52,997	42,913	44,067
17,167	19,901	10,647	13,457
50	37	427	78
10	3	4	5
2.65	2.75	2.65	2.80

City of Inver Grove Heights, Minnesota
Statistical Section (Unaudited)
Capital Asset Statistics by Function
Last Ten Fiscal Years

Function	2008	2009	2010	2011	2012	2013
Public Safety						
Police						
Stations	1	1	1	1	1	1
Patrol units	20	21	21	21	21	21
Fire stations						
Stations	2	2	2	2	2	2
Fire trucks	11	11	10	10	10	10
Other vehicles	5	5	4	4	4	4
Public Works						
Highways and streets						
Streets (miles) (3)	144	147	147	147	134	135
Street lights (1)	61	61	61	33	33	33
Traffic signals (2)	2	2	2	2	2	2
Culture and Recreation						
Parks acreage	885	885	885	885	885	844
Parks	27	27	27	27	27	28
Swimming pools	4	4	4	4	4	4
Ice rinks	10	10	10	10	10	10
Athletic fields	24	24	24	24	24	24
Tennis courts	11	11	11	11	11	11
Community centers	1	1	1	1	1	1
Golf courses	1	1	1	1	1	1
Utilities						
Water						
Miles of water main (3)	155	155	155	155	148	152
Wells	6	6	7	7	7	7
Fire hydrants	1,580	1,585	1,595	1,598	1,605	1,554
Maximum daily capacity (millions of gallons)	11	11	13	13	13	13
Sewer						
Miles of sanitary sewer	114	116	116	124	128	125
Miles of storm sewers	94	99	105	117	120	98

Source: City department records.

(1) The majority of street lights in the City are owned by the utility companies.

(2) The majority of traffic lights in the City are owned by Dakota County and/or the State of Minnesota.

(3) Prior to 2012, calculations included privately owned water mains and streets.

2014	2015	2016	2017
1	1	1	1
21	21	21	20
2	2	2	2
10	10	10	11
4	4	4	4
140	141	144	149
33	33	33	33
2	2	2	2
844	844	844	844
28	28	28	28
4	4	4	4
10	10	10	10
24	24	24	24
11	11	11	11
1	1	1	1
1	1	1	1
158	156	161	158
7	7	7	7
1,683	1,711	1,647	1,673
13	13	13	13
125	132	129	129
99	102	102	104

Management Letter

City of Inver Grove Heights

Inver Grove Heights, Minnesota

For the Year Ended
December 31, 2017

May 7, 2018

Management, Honorable Mayor and City Council
City of Inver Grove Heights, Minnesota

We have audited the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Inver Grove Heights, Minnesota, (the City) for the year ended December 31, 2017. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated October 31, 2017. Professional standards also require that we communicate to you the following information related to our audit.

Our Responsibility Under Auditing Standards Generally Accepted in the United States of America

As stated in our engagement letter, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your responsibilities.

Our responsibility is to plan and perform the audit to obtain reasonable, but not absolute, assurance that the financial statements are free of material misstatement. As part of our audit, we considered the internal control over financial reporting (internal control) of the City. Such considerations were solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control. We are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures specifically to identify such matters.

Significant Audit Findings

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Summary of Prior Audit Findings

2016-001

Material Audit Adjustments

Condition: During our audit, a material adjustment was needed to correct the year-end cash with fiscal agent and related bond proceeds.

Criteria: Such adjustments were needed to correct year end balances. Amounts reported in the City's accounting system need to agree to the underlying supporting documentation.

Current Year Status:

Our audit procedures noted no instances as noted above as it relates material audit adjustments. Therefore, the finding is no longer reported in 2017.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we performed tests of compliance with certain provisions of Minnesota statutes. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. While our audit provides a reasonable basis for our opinion, it does not provide a legal determination on the City's compliance with those requirements. We noted no instances of noncompliance with Minnesota statutes.

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies were not changed during the year ended December 31, 2017. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements include depreciation on capital assets, allocation of payroll and compensated absences, the liability for other postemployment benefits, value of land held for resale, and the assets and liabilities for the City's pensions.

- Management's estimate of depreciation is based on estimated useful lives of the assets. Depreciation is calculated using the straight-line method.
- Allocations of gross wages and payroll benefits are approved by City Council within the City's budget and are derived from each employee's estimated time to be spent servicing the respective functions of the City. These allocations are also used in allocating accrued compensated absences payable.
- Management's estimate of its OPEB liability is based on several factors including, but not limited to, anticipated retirement age for active employees, life expectancy, turnover, and healthcare cost trend rate.
- Management's estimate of land held for resale is based on estimated net realizable value of acquired assets intended to be resold. Land and property purchased that management believes will be donated for economic development purposes are expensed in the year acquired.
- Management's estimate of its pension liabilities and assets are based on several factors including, but not limited to, anticipated investment return rate, retirement age for active employees, life expectancy, salary increases and form of annuity payment upon retirement.
 - o The allocation of the pension liability related to Minnesota Public Employee Retirement Association (PERA) is based on the City's proportionate share of employer contributions to the PERA cost-sharing multiple employer Coordinated and Police and Fire pension plans.

We evaluated the key factors and assumptions used to develop these accounting estimates in determining that it is reasonable in relation to the financial statements taken as a whole. The disclosures in the financial statements are neutral, consistent, and clear. Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. No misstatements were noted.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated May 7, 2018.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Matters

We applied certain limited procedures to the required supplementary information (RSI) (Management's Discussion and Analysis, the Schedules of Employer's Share of the Net Pension Liability, the Schedule of Changes in Net Pension Liability (Asset) and Related Ratios, the Schedules of Employer's Contributions and the Schedule of Funding Progress for Other Post-Employment Benefits Plan), which is information that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the supplementary information (combining and individual fund financial statements and schedules), which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the introductory or statistical sections, which accompany the financial statements but are not RSI. We did not audit or perform other procedures on this other information and we do not express an opinion or provide any assurance on them.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Financial Position and Results of Operations

Our principal observations and recommendations are summarized below. These recommendations resulted from our observations made in connection with our audit of the City's financial statements for the year ended December 31, 2017.

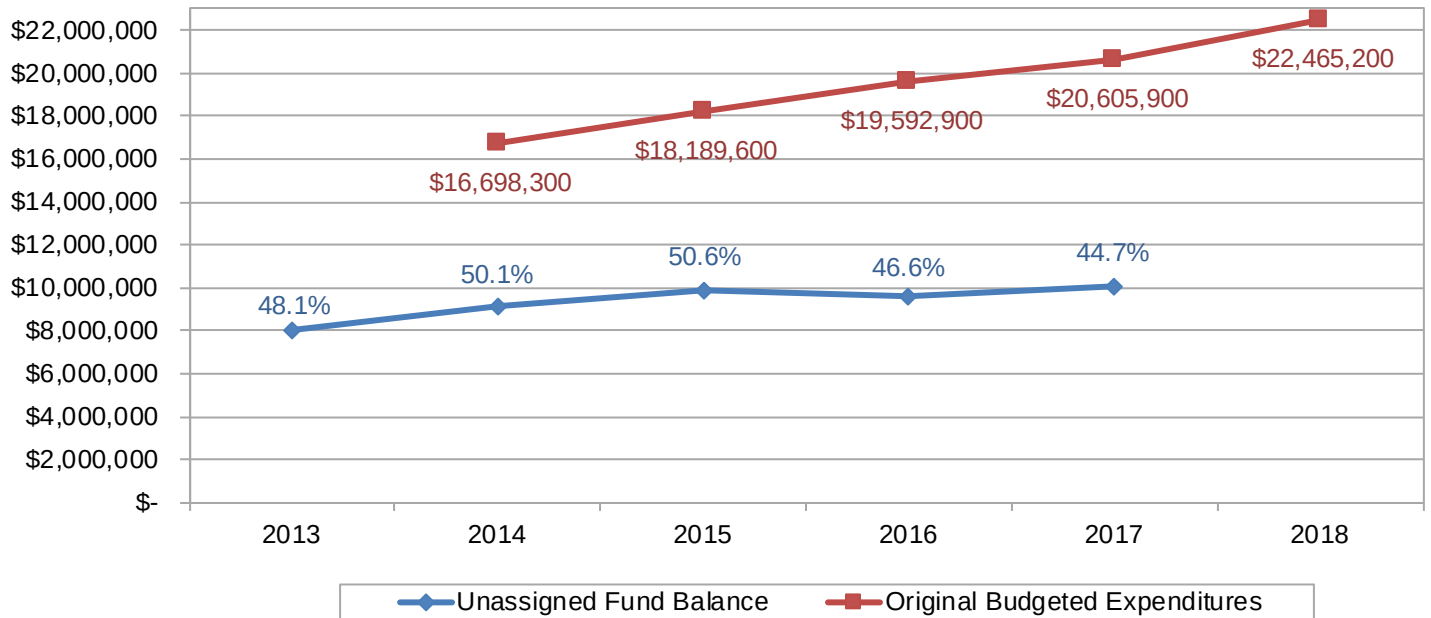
General Fund

The General fund is used to account for resources traditionally associated with government, which are not required legally or by sound principal of management to be accounted for in another fund. The General fund balance increased \$563,817 from 2016. We recommend that the fund balance be maintained at a level sufficient to fund operations until the major revenue sources are received in June. The City's fund balance policy for the General fund identifies a target unassigned fund balance of 40 to 45 percent of next year's budgeted expenditures. The City's ending fund balance is within this target range as shown in the chart below.

The purposes and benefits of a strong fund balance are as follows:

- Expenditures are incurred somewhat evenly throughout the year. However, property tax and state aid revenues are not received until the second half of the year. An adequate fund balance will provide the cash flow required to finance the governmental fund expenditures.
- The City is vulnerable to legislative actions at the State and Federal level. The State continually adjusts the local government aid formulas. An adequate fund balance will provide a temporary buffer against aid adjustments and levy limits.
- Expenditures not anticipated at the time the annual budget was adopted may need immediate City Council action. These would include capital outlay, replacement, lawsuits and other items. An adequate fund balance will provide the financing needed for such expenditures.
- A strong fund balance will assist the City in maintaining, improving or obtaining its bond rating. The result may be better interest rates in future bond sales.

Fund Balance as a Percent of Next Year's Budgeted Expenditures



The 2017 General fund operations are summarized as follows:

	Final Budgeted Amounts	Actual Amounts	Variance with Final Budget
Revenues	\$ 19,991,900	\$ 20,279,343	\$ 287,443
Expenditures	19,518,300	19,075,485	442,815
Excess of Revenues Over Expenditures	473,600	1,203,858	730,258
Other Financing Sources (Uses)			
Transfers in	677,000	678,659	1,659
Transfers out	(1,283,700)	(1,318,700)	(35,000)
Total Other Financing Sources (Uses)	(606,700)	(640,041)	(33,341)
Net Change in Fund Balances	(133,100)	563,817	696,917
Fund Balances, January 1	9,615,928	9,615,928	-
Fund Balances, December 31	\$ 9,482,828	\$ 10,179,745	\$ 696,917

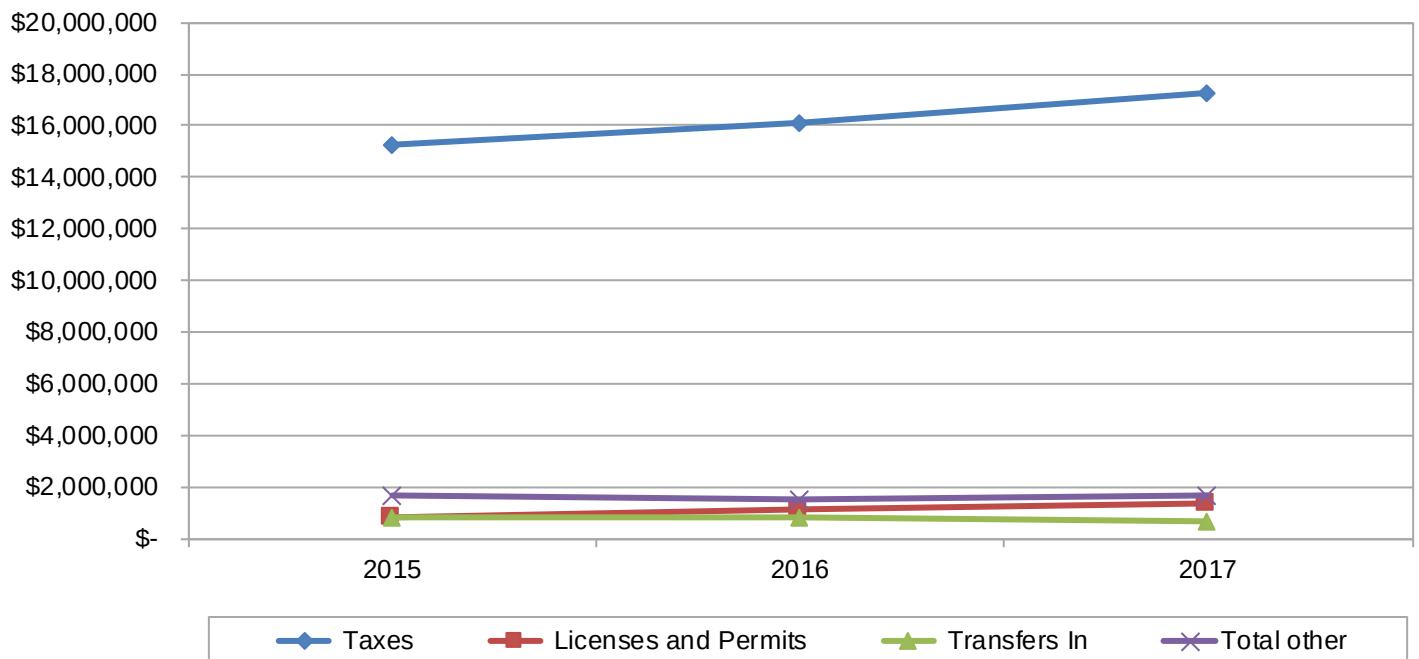
Some of the line items with significant variances are highlighted below:

- The largest revenue variance is within taxes and licenses and permits, which is \$184,621 and \$183,586 respectively over budget. This variance is mostly due to:
 - o Property tax collections were over budget by \$180,580. The variance is due to collections of delinquent property taxes as well as penalties.
 - o Business licenses and permits were over budget by \$182,118 due to more than anticipated fees.
- Revenues from intergovernmental were \$44,399 more than budgeted. The majority of this variance was due to more police and fire aid than anticipated.
- In total, expenditures are \$442,815 less than anticipated. The largest expenditure variance is within public safety which is \$268,129 less than budgeted. The majority of this variance was due to personnel services within the police department.
- Public works expenditures were also less than budget by \$103,426. The majority of this variance was due to street maintenance and engineering, which varied from budget by \$45,282 and \$32,119, respectively.
- Culture and recreation expenditures were also less than budget by \$108,725. The majority of this variance was due to personnel services and supplies, which varied from budget by \$52,562 and \$28,164, respectively.

A comparison between General fund 2015, 2016 and 2017 revenues and other financing sources is presented below:

Source	2015	2016	2017	Percent of Total	Per Capita
Taxes	\$ 15,245,100	\$ 16,077,810	\$ 17,276,421	82.5 %	\$ 470
Licenses and Permits	844,006	1,133,121	1,355,686	6.5	37
Intergovernmental	705,941	676,129	697,599	3.3	19
Charges for Services	718,523	660,604	620,978	3.0	17
Fines and Forfeitures	120,029	119,855	173,365	0.8	5
Special Assessments	6,873	2,605	7,392	-	-
Investment Earnings	88,525	74,848	79,380	0.4	2
Miscellaneous	6,210	8,409	68,522	0.3	2
Transfers In	793,318	781,575	678,659	3.2	18
Total Revenues and Other Financing Sources	<u>\$ 18,528,525</u>	<u>\$ 19,534,956</u>	<u>\$ 20,958,002</u>	<u>100.0 %</u>	<u>\$ 570</u>

A graphical presentation of 2015, 2016 and 2017 revenues and other financing sources follows:



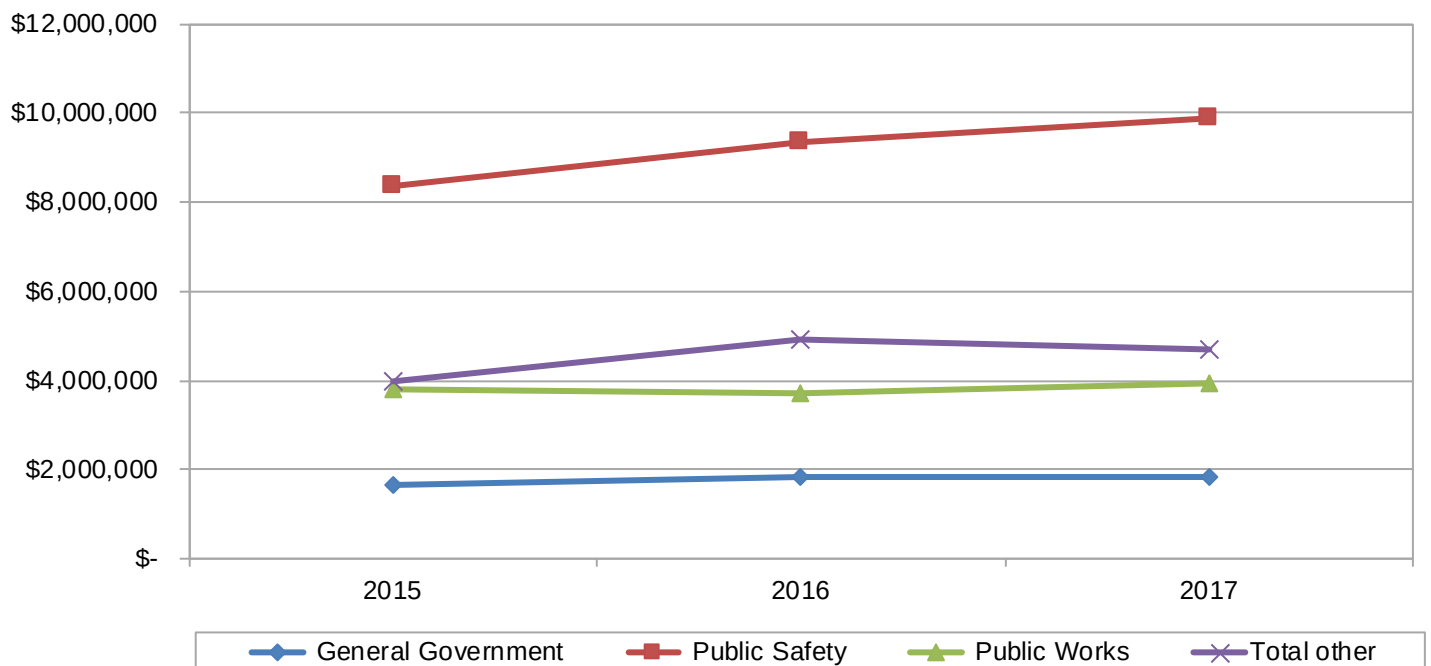
Some of the line items with significant changes are highlighted below:

- Within revenues from taxes, the increase from 2016 to 2017 was mostly a result of an increase in the General fund levy of seven percent from 2016.
- Revenues from licenses and permits increased due to more demand for building permits in 2017.

A comparison between General fund expenditures and transfers out for 2015, 2016 and 2017 is presented below:

Source	2015	2016	2017	Percent of Total	Per Capita
General Government	\$ 1,663,640	\$ 1,853,731	\$ 1,849,983	9.0 %	\$ 50
Public Safety	8,342,569	9,332,846	9,885,510	48.5	269
Public Works	3,789,292	3,728,436	3,958,174	19.4	107
Culture and Recreation	1,812,977	1,695,806	1,834,875	9.0	50
Community Development	1,184,177	1,324,928	1,546,943	7.6	42
Transfers Out	1,000,367	1,909,900	1,318,700	6.5	36
Total Expenditures and Transfers Out	<u>\$ 17,793,022</u>	<u>\$ 19,845,647</u>	<u>\$ 20,394,185</u>	<u>100.0 %</u>	<u>\$ 554</u>

The expenditures and transfers out summarized above are presented graphically as follows:



Some of the line items with significant changes are highlighted below:

- Public safety expenditures have increased from 2016 by \$552,664 (5.90 percent), largely as a result of personnel services for police and supplies fire, which increased \$364,861 and \$91,274, respectively.
- Public works expenditures have increased from 2016 by \$229,738 (6.20 percent), largely as a result of street maintenance supplies and personnel services for engineering, which increased \$144,428 and \$50,830, respectively.

Special Revenue Funds

Special revenue funds receive revenue from specific sources and expenditures are for specific purposes. A summary of the special revenue fund balances is shown below:

Fund	Fund Balances December 31,		Increase (Decrease)
	2016	2017	
Major			
Community Center	\$ (1,112,695)	\$ (1,786,819)	\$ (674,124)
Nonmajor			
Convention and Visitors Bureau	145,953	157,743	11,790
Recreation	414,879	369,227	(45,652)
Economic Development Authority (EDA)	161,452	228,209	66,757
Total	<u>\$ (390,411)</u>	<u>\$ (1,031,640)</u>	<u>\$ (641,229)</u>

Capital Projects Funds

The fund balances of all capital projects funds are summarized below:

Capital Projects Fund	Fund Balances December 31,		Increase (Decrease)
	2016	2017	
Major			
Closed Bond	\$ 2,281,481	\$ 2,061,223	\$ (220,258)
Local Improvement Construction	1,468,432	761,682	(706,750)
Pavement Management	2,319,917	5,538,455	3,218,538
Host Community	3,651,788	4,194,911	543,123
Nonmajor			
Capital Facilities	595,212	63,110	(532,102)
Equipment Acquisition	562,755	582,747	19,992
Parks Acquisition and Development	2,390,922	2,644,893	253,971
State Aid Construction	655,580	663,719	8,139
Capital Improvement Revolving	396,405	398,365	1,960
Community Property	-	29,381	29,381
Storm Water Management	1,588,206	1,955,948	367,742
Tree Preservation	5,710	105,775	100,065
Parks Capital Replacement	1,084,752	1,225,646	140,894
Americans with Disabilities Act	96,567	138,504	41,937
Community Projects	249,588	220,307	(29,281)
Permanent Improvement Revolving	(43,497)	31,376	74,873
Tax Increment Financing	1,618,173	2,336,758	718,585
Total	<u>\$ 18,921,991</u>	<u>\$ 22,952,800</u>	<u>\$ 4,030,809</u>

- Total expenditures within the above capital project funds are roughly \$6.33 million.
- Within total revenues, significant revenue sources include:
 - o Intergovernmental revenues (primarily state MSA funding) are approximately \$700,000.
 - o Charges for services are \$2.97 million (\$265,765 park dedication fees, \$594,809 storm water management fees, and \$2,108,572 for host community fees)
 - o Tax increment revenues totaled \$1.58 million.

Debt Service Funds

Debt Service funds are a type of governmental fund to account for the accumulation of resources for the payment of interest and principal on debt (other than enterprise fund debt). Debt Service funds may have one or a combination of the following revenue sources pledged to retire debt as follows:

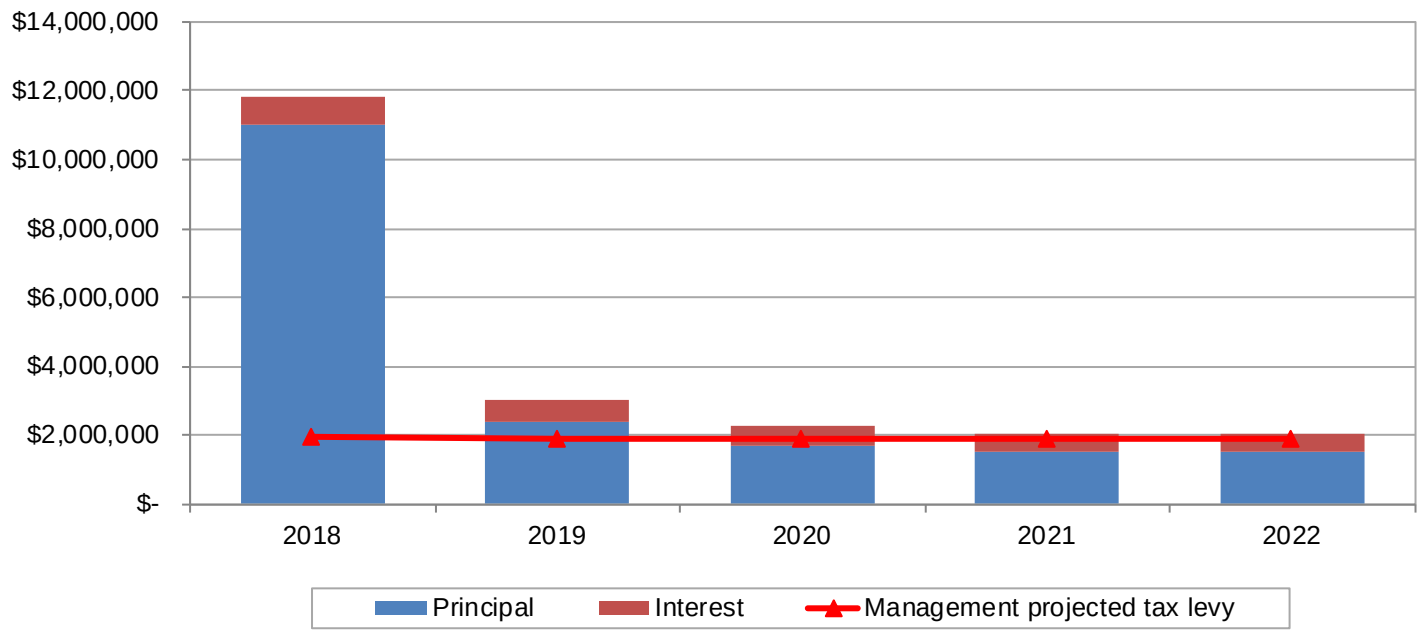
- Property taxes - Primarily for general City benefit projects such as parks and municipal buildings. Property taxes may also be used to fund special assessment bonds which are not fully assessed.
- Tax increments - Pledged exclusively for tax increment/economic development districts.
- Capitalized interest portion of bond proceeds - After the sale of bonds, the project may not produce revenue (tax increments or special assessments) for a period of one to two years. Bonds are issued with this timing difference considered in the form of capitalized interest.
- Special assessments - Charges to benefited properties for various improvements.

In addition to the above pledged assets, other funding sources may be received by Debt Service funds as follows: residual project proceeds from the related capital projects fund, investment earnings, state or federal grants, and transfers from other funds.

The following is a summary of the cash, total assets and bonds outstanding at year end for the governmental Debt Service funds:

<u>Debt Service Fund</u>	<u>Cash Balance</u>	<u>Total Assets</u>	<u>Bonds Outstanding</u>
Major			
Improvement Bonds	\$ 12,128,150	\$ 14,011,826	\$ 32,900,000
Nonmajor			
Storm Water Bonds	11,901	13,489	40,000
TIF Bonds	-	-	1,115,000
Total	<u>\$ 12,140,051</u>	<u>\$ 14,025,315</u>	<u>\$ 34,055,000</u>
Total Interest Payments			<u>\$ 5,467,380</u>

Debt Service Scheduled Principal and Interest for the Next 5 Years



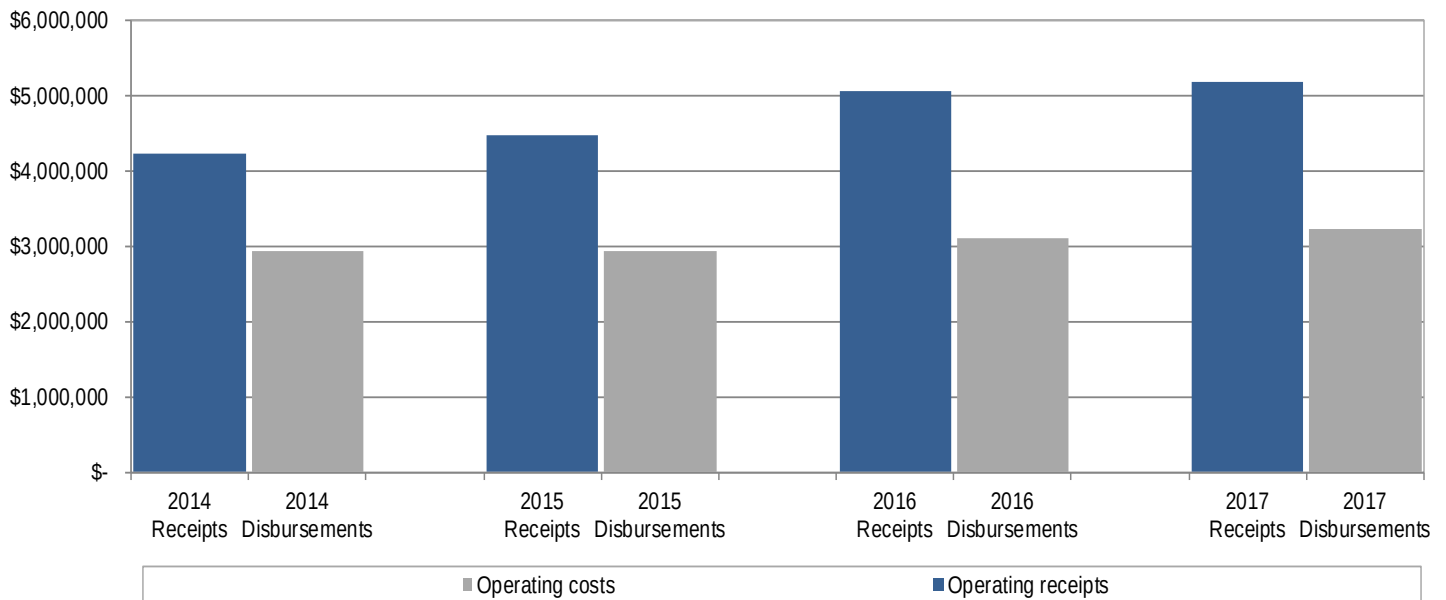
The 2018 payment includes payment from the escrow agent of \$8,465,000 on the 2009A Capital Improvement Bonds.

Internal Service Funds

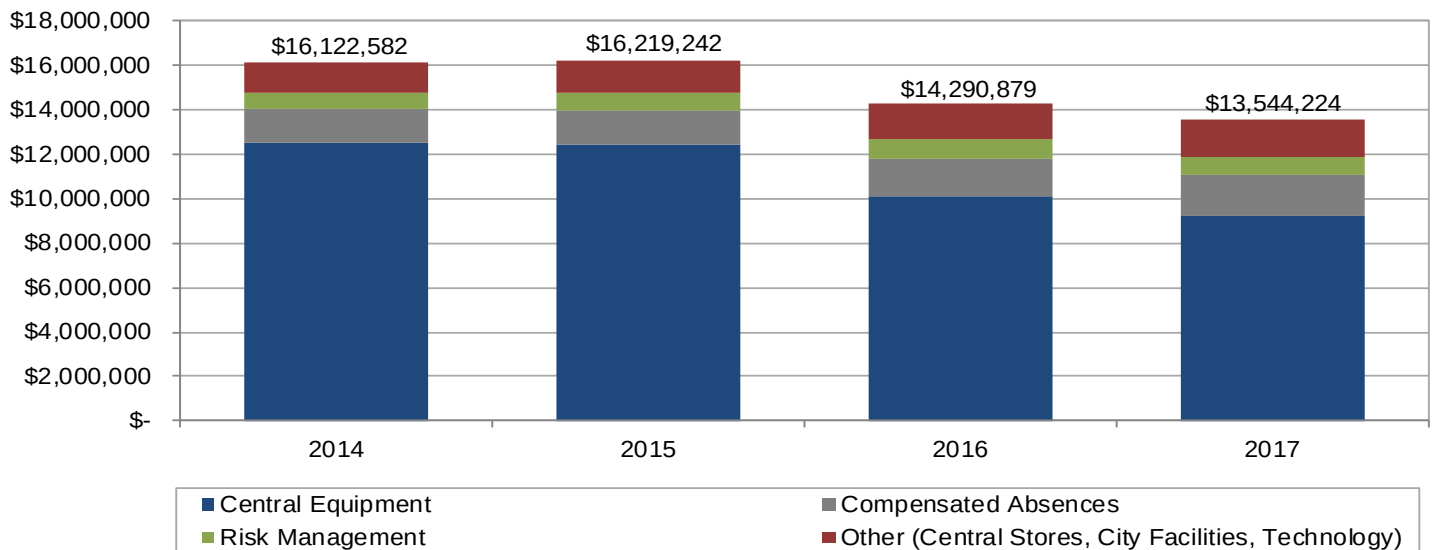
Internal Service funds are an accounting device used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for compensated absences, risk management, central equipment maintenance, office supplies and equipment, city facilities, and technology. Because these services predominantly benefit governmental rather than business-type activities, they have been included within governmental activities in the government-wide financial statements.

The results of the operations in terms of cash flow and the breakdown of the cash balances for the past four years are as follows:

Internal Service Fund Cash Flows



Internal Service Fund Cash Balances



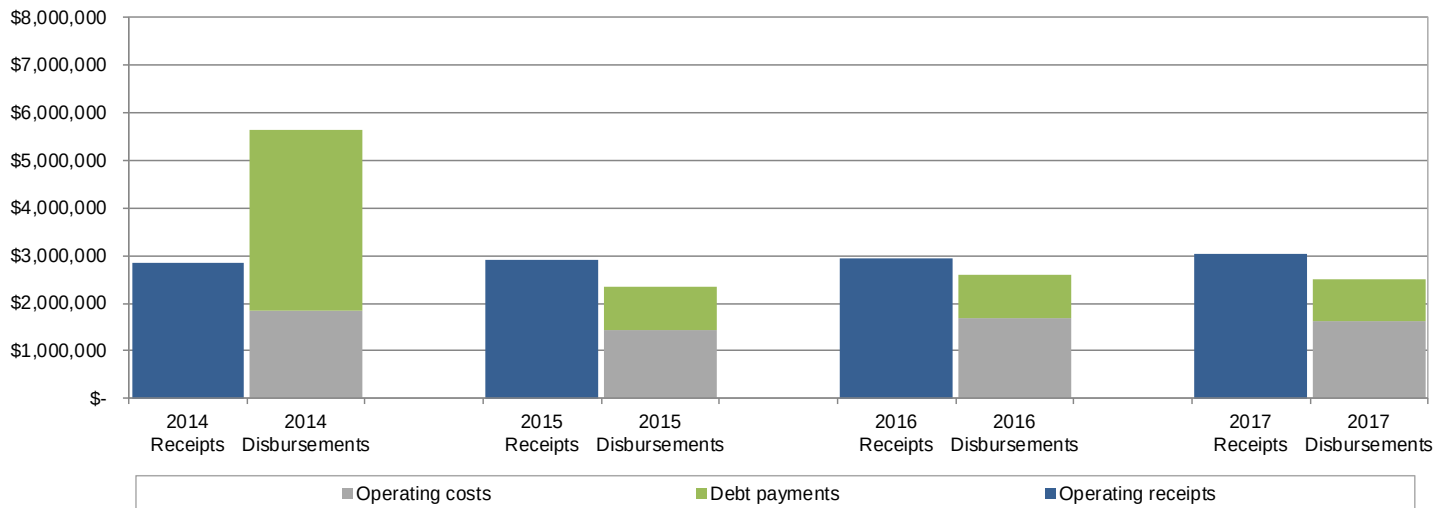
Some of the items with significant changes in the above charts are highlighted below:

- Operating receipts (blue) have been sufficient to cover operating costs (grey) for all years presented.
- For 2017, payments on interfund balances totaled \$772,980 while proceeds from sale of capital assets totaled \$30,760.

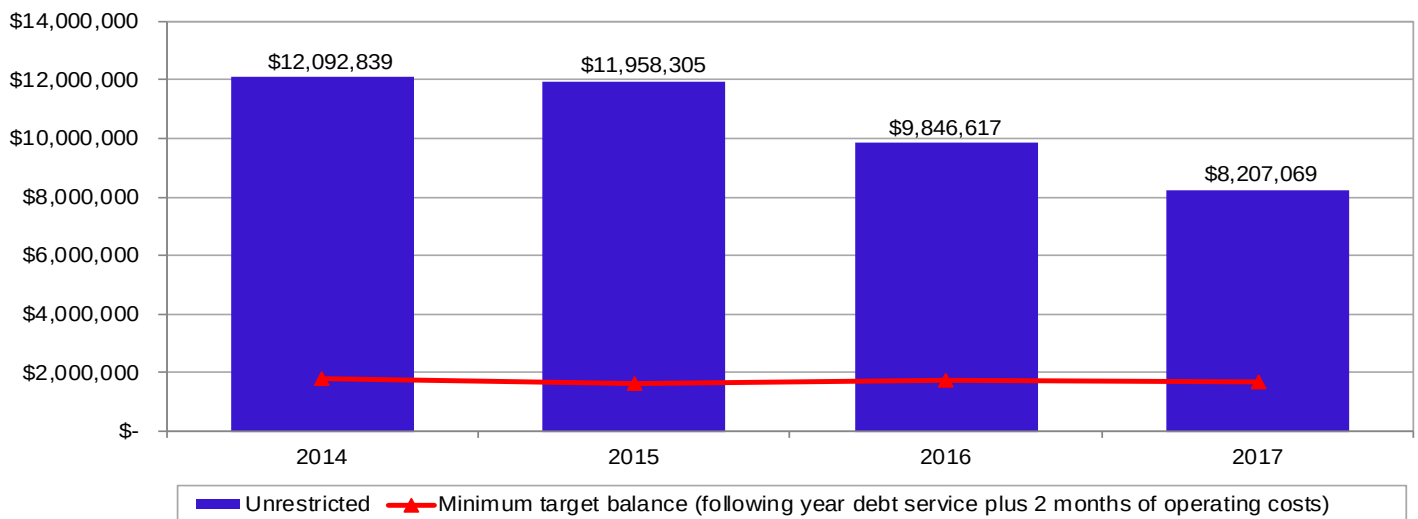
We recommend that the rates be reviewed annually to ensure that they are sufficient to cover operating costs and planned project costs.

Enterprise Funds are used to account for operations that are financed and operated in a manner similar to private business enterprises-where the intent is that the costs of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges. The results of the operations in terms of cash flow and the breakdown of the cash balances for the past four years are as follows:

Water Fund Cash Flows



Water Fund Cash Balances



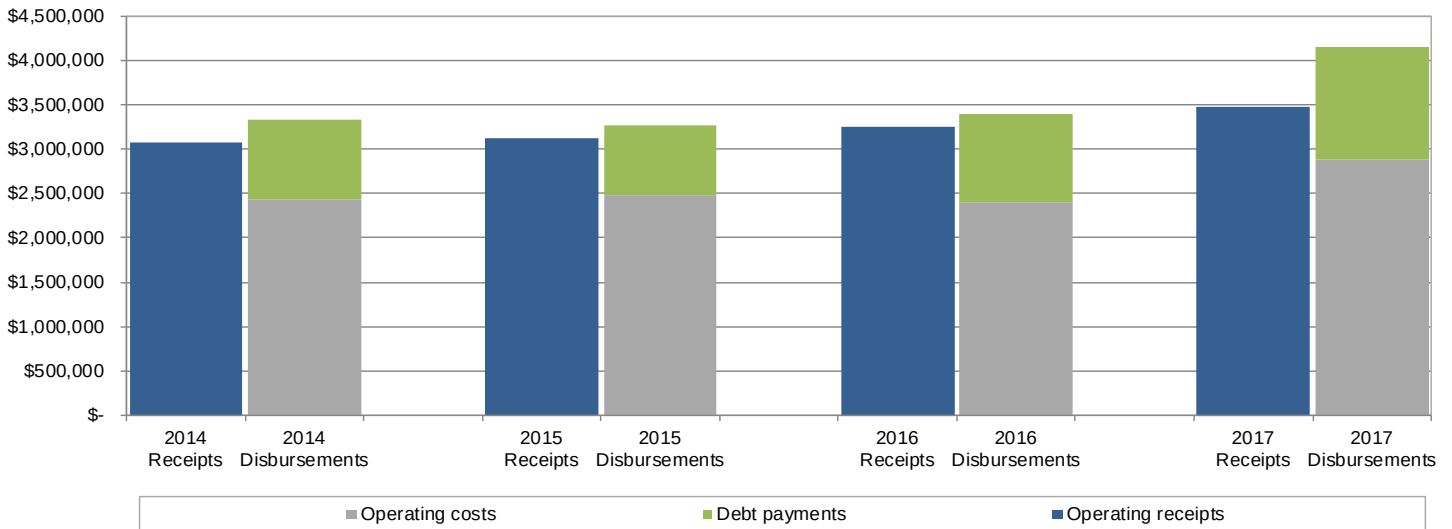
	2014	2015	2016	2017
Bonds Payable, Net of Premium	<u>\$ 4,983,804</u>	<u>\$ 4,162,604</u>	<u>\$ 3,321,403</u>	<u>\$ 2,460,202</u>

Some of the items with significant changes in the above charts are highlighted below:

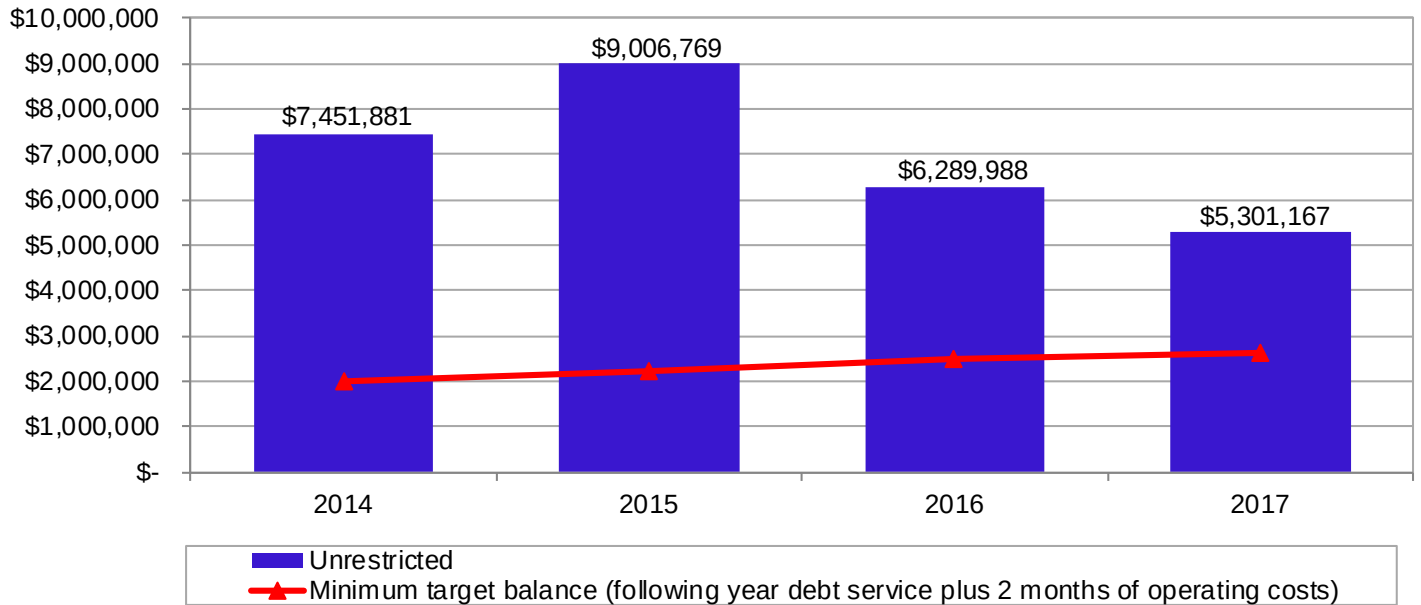
- Excluding the portion of debt payments covered by cash held with fiscal agent, operating receipts (blue) were sufficient to cover operating costs (grey) and debt payments (green) in each of the four years shown above.
- Cash received from connection fees was \$625,827 in 2017.

We recommend that the rates be reviewed annually to ensure that they are sufficient to cover operating costs, annual scheduled debt payments, and planned project costs.

Sewer Fund Cash Flows



Sewer Fund Cash Balances



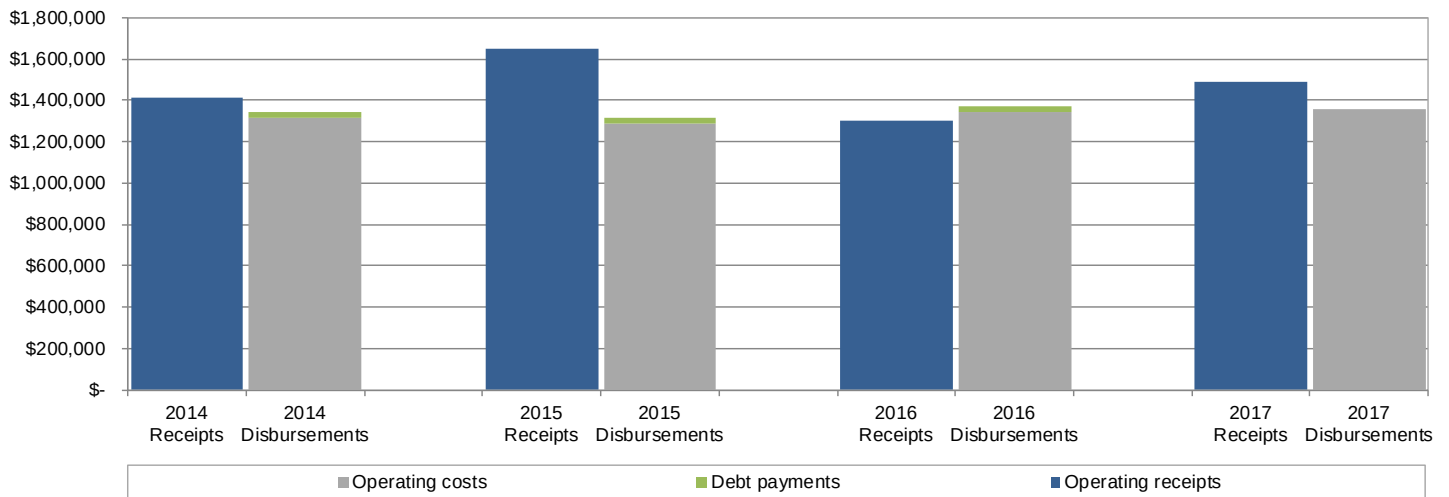
	2014	2015	2016	2017
Bonds Payable, Net of Premium	<u>\$ 12,298,421</u>	<u>\$ 16,246,027</u>	<u>\$ 15,696,693</u>	<u>\$ 20,737,225</u>

Some of the items with significant changes in the above charts are highlighted below:

- For all years presented, Operating receipts (blue) have not been sufficient to cover operating costs (grey) and debt payments (green).
- Cash received from connection fees was \$633,932 in 2017.

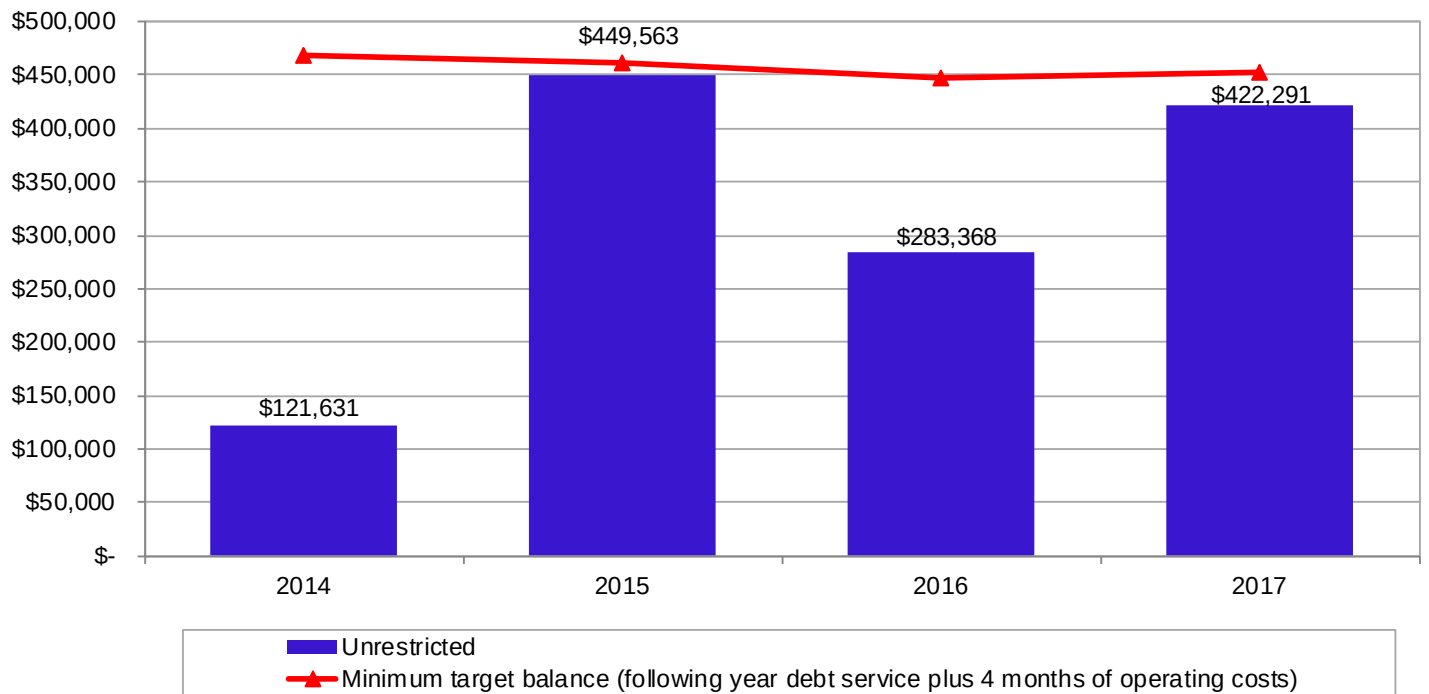
As noted with the Water fund, we recommend that the rates be reviewed annually to ensure that they are sufficient to cover operating costs, annual scheduled debt payments, and planned project costs.

Golf Course Fund Cash Flows



Note: In 2017, \$2,286,884 of prior year construction in progress was determined to be repairs and maintenance and was expensed in the current year. This expense is not reflected in the above chart.

Golf Course Fund Cash Balances



	2014	2015	2016	2017
Capital Lease Payable	\$ 56,823	\$ 29,120	\$ -	\$ -
Interfund Loan	\$ 78,075	\$ 85,232	\$ 2,077,303	\$ 2,047,700

Some of the items with significant changes in the above charts are highlighted below:

- In 2014, 2015 and 2017, operating receipts (blue) were sufficient to cover operating costs (grey) and debt payments (green). In 2016, operating receipts were not sufficient to cover operating costs.

Future Accounting Standard Changes

The following Governmental Accounting Standards Board (GASB) Statements have been issued and may have an impact on future City financial statements: ⁽¹⁾

GASB Statement No. 75 - *Accounting and Financial Reporting for Postemployment Benefit Plans Other than Pension*

Summary

The primary objective of this Statement is to improve accounting and financial reporting by state and local governments for postemployment benefits other than pensions (other postemployment benefits or OPEB). It also improves information provided by state and local governmental employers about financial support for OPEB that is provided by other entities. This Statement results from a comprehensive review of the effectiveness of existing standards of accounting and financial reporting for all postemployment benefits (pensions and OPEB) with regard to providing decision-useful information, supporting assessments of accountability and interperiod equity, and creating additional transparency.

This Statement replaces the requirements of Statements No. 45, Accounting and Financial Reporting by Employers for Postemployment Benefits Other than Pensions, as amended, and No. 57, OPEB Measurements by Agent Employers and Agent Multiple-Employer Plans, for OPEB. Statement No. 74, Financial Reporting for Postemployment Benefit Plans Other than Pension Plans, establishes new accounting and financial reporting requirements for OPEB plans.

The scope of this Statement addresses accounting and financial reporting for OPEB that is provided to the employees of state and local governmental employers. This Statement establishes standards for recognizing and measuring liabilities, deferred outflows of resources, deferred inflows of resources, and expense/expenditures. For defined benefit OPEB, this Statement identifies the methods and assumptions that are required to be used to project benefit payments, discount projected benefit payments to their actuarial present value, and attribute that present value to periods of employee service. Note disclosure and required supplementary information requirements about defined benefit OPEB also are addressed.

In addition, this Statement details the recognition and disclosure requirements for employers with payables to defined benefit OPEB plans that are administered through trusts that meet the specified criteria and for employers whose employees are provided with defined contribution OPEB. This Statement also addresses certain circumstances in which a nonemployer entity provides financial support for OPEB of employees of another entity.

In this Statement, distinctions are made regarding the particular requirements depending upon whether the OPEB plans through which the benefits are provided are administered through trusts that meet the following criteria:

- Contributions from employers and nonemployer contributing entities to the OPEB plan and earnings on those contributions are irrevocable.
- OPEB plan assets are dedicated to providing OPEB to plan members in accordance with the benefit terms.
- OPEB plan assets are legally protected from the creditors of employers, nonemployer contributing entities, the OPEB plan administrator, and the plan members.

Effective Date

This Statement is effective for fiscal years beginning after June 15, 2017. Earlier application is encouraged.

How the Changes in This Statement Will Improve Financial Reporting

The requirements of this Statement will improve the decision-usefulness of information in employer and governmental nonemployer contributing entity financial reports and will enhance its value for assessing accountability and interperiod equity by requiring recognition of the entire OPEB liability and a more comprehensive measure of OPEB expense. Decision-usefulness and accountability also will be enhanced through new note disclosures and required supplementary information, as follows:

- More robust disclosures of assumptions will allow for better informed assessments of the reasonableness of OPEB measurements.
- Explanations of how and why the OPEB liability changed from year to year will improve transparency.

Future Accounting Standard Changes (Continued)

- The summary OPEB liability information, including ratios, will offer an indication of the extent to which the total OPEB liability is covered by resources held by the OPEB plan, if any.
- For employers that provide benefits through OPEB plans that are administered through trusts that meet the specified criteria, the contribution schedules will provide measures to evaluate decisions related to contributions.

The consistency, comparability, and transparency of the information reported by employers and governmental nonemployer contributing entities about OPEB transactions will be improved by requiring:

- The use of a discount rate that considers the availability of the OPEB plan's fiduciary net position associated with the OPEB of current active and inactive employees and the investment horizon of those resources, rather than utilizing only the long-term expected rate of return regardless of whether the OPEB plan's fiduciary net position is projected to be sufficient to make projected benefit payments and is expected to be invested using a strategy to achieve that return.
- A single method of attributing the actuarial present value of projected benefit payments to periods of employee service, rather than allowing a choice among six methods with additional variations.
- Immediate recognition in OPEB expense, rather than a choice of recognition periods, of the effects of changes of benefit terms.
- Recognition of OPEB expense that incorporates deferred outflows of resources and deferred inflows of resources related to OPEB over a defined, closed period, rather than a choice between an open or closed period.

GASB Statement No. 83 - *Certain Asset Retirement Obligations*

Summary

This Statement addresses accounting and financial reporting for certain asset retirement obligations (AROs). An ARO is a legally enforceable liability associated with the retirement of a tangible capital asset. A government that has legal obligations to perform future asset retirement activities related to its tangible capital assets should recognize a liability based on the guidance in this Statement.

This Statement establishes criteria for determining the timing and pattern of recognition of a liability and a corresponding deferred outflow of resources for AROs. This Statement requires that recognition occur when the liability is both incurred and reasonably estimable. The determination of when the liability is incurred should be based on the occurrence of external laws, regulations, contracts, or court judgments, together with the occurrence of an internal event that obligates a government to perform asset retirement activities. Laws and regulations may require governments to take specific actions to retire certain tangible capital assets at the end of the useful lives of those capital assets, such as decommissioning nuclear reactors and dismantling and removing sewage treatment plants. Other obligations to retire tangible capital assets may arise from contracts or court judgments. Internal obligating events include the occurrence of contamination, placing into operation a tangible capital asset that is required to be retired, abandoning a tangible capital asset before it is placed into operation, or acquiring a tangible capital asset that has an existing ARO.

This Statement requires the measurement of an ARO to be based on the best estimate of the current value of outlays expected to be incurred. The best estimate should include probability weighting of all potential outcomes, when such information is available or can be obtained at reasonable cost. If probability weighting is not feasible at reasonable cost, the most likely amount should be used. This Statement requires that a deferred outflow of resources associated with an ARO be measured at the amount of the corresponding liability upon initial measurement.

This Statement requires the current value of a government's AROs to be adjusted for the effects of general inflation or deflation at least annually. In addition, it requires a government to evaluate all relevant factors at least annually to determine whether the effects of one or more of the factors are expected to significantly change the estimated asset retirement outlays. A government should remeasure an ARO only when the result of the evaluation indicates there is a significant change in the estimated outlays. The deferred outflows of resources should be reduced and recognized as outflows of resources (for example, as an expense) in a systematic and rational manner over the estimated useful life of the tangible capital asset.

Future Accounting Standard Changes (Continued)

A government may have a minority share (less than 50 percent) of ownership interest in a jointly owned tangible capital asset in which a nongovernmental entity is the majority owner and reports its ARO in accordance with the guidance of another recognized accounting standards setter. Additionally, a government may have a minority share of ownership interest in a jointly owned tangible capital asset in which no joint owner has a majority ownership, and a nongovernmental joint owner that has operational responsibility for the jointly owned tangible capital asset reports the associated ARO in accordance with the guidance of another recognized accounting standards setter. In both situations, the government's minority share of an ARO should be reported using the measurement produced by the nongovernmental majority owner or the nongovernmental minority owner that has operational responsibility, without adjustment to conform to the liability measurement and recognition requirements of this Statement.

In some cases, governments are legally required to provide funding or other financial assurance for their performance of asset retirement activities. This Statement requires disclosure of how those funding and assurance requirements are being met by a government, as well as the amount of any assets restricted for payment of the government's AROs, if not separately displayed in the financial statements.

This Statement also requires disclosure of information about the nature of a government's AROs, the methods and assumptions used for the estimates of the liabilities, and the estimated remaining useful life of the associated tangible capital assets. If an ARO (or portions thereof) has been incurred by a government but is not yet recognized because it is not reasonably estimable, the government is required to disclose that fact and the reasons therefor. This Statement requires similar disclosures for a government's minority shares of AROs.

Effective Date

The requirements of this Statement are effective for reporting periods beginning after June 15, 2018. Earlier application is encouraged.

How the Changes in This Statement Will Improve Financial Reporting

This Statement will enhance comparability of financial statements among governments by establishing uniform criteria for governments to recognize and measure certain AROs, including obligations that may not have been previously reported. This Statement also will enhance the decision-usefulness of the information provided to financial statement users by requiring disclosures related to those AROs.

GASB Statement No. 84 - *Fiduciary Activities*

Summary

The objective of this Statement is to improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported.

This Statement establishes criteria for identifying fiduciary activities of all state and local governments. The focus of the criteria generally is on (1) whether a government is controlling the assets of the fiduciary activity and (2) the beneficiaries with whom a fiduciary relationship exists. Separate criteria are included to identify fiduciary component units and postemployment benefit arrangements that are fiduciary activities.

An activity meeting the criteria should be reported in a fiduciary fund in the basic financial statements. Governments with activities meeting the criteria should present a statement of fiduciary net position and a statement of changes in fiduciary net position. An exception to that requirement is provided for a business-type activity that normally expects to hold custodial assets for three months or less.

This Statement describes four fiduciary funds that should be reported, if applicable: (1) pension (and other employee benefit) trust funds, (2) investment trust funds, (3) private-purpose trust funds, and (4) custodial funds. Custodial funds generally should report fiduciary activities that are not held in a trust or equivalent arrangement that meets specific criteria.

Future Accounting Standard Changes (Continued)

A fiduciary component unit, when reported in the fiduciary fund financial statements of a primary government, should combine its information with its component units that are fiduciary component units and aggregate that combined information with the primary government's fiduciary funds.

This Statement also provides for recognition of a liability to the beneficiaries in a fiduciary fund when an event has occurred that compels the government to disburse fiduciary resources. Events that compel a government to disburse fiduciary resources occur when a demand for the resources has been made or when no further action, approval, or condition is required to be taken or met by the beneficiary to release the assets.

Effective Date

The requirements of this Statement are effective for reporting periods beginning after December 15, 2018. Earlier application is encouraged.

How the Changes in This Statement Will Improve Financial Reporting

The requirements of this Statement will enhance consistency and comparability by (1) establishing specific criteria for identifying activities that should be reported as fiduciary activities and (2) clarifying whether and how business-type activities should report their fiduciary activities. Greater consistency and comparability enhances the value provided by the information reported in financial statements for assessing government accountability and stewardship.

GASB Statement No. 85 - Omnibus 2017

Summary

The objective of this Statement is to address practice issues that have been identified during implementation and application of certain GASB Statements. This Statement addresses a variety of topics including issues related to blending component units, goodwill, fair value measurement and application, and postemployment benefits (pensions and other postemployment benefits [OPEB]). Specifically, this Statement addresses the following topics:

- Blending a component unit in circumstances in which the primary government is a business-type activity that reports in a single column for financial statement presentation
- Reporting amounts previously reported as goodwill and "negative" goodwill
- Classifying real estate held by insurance entities
- Measuring certain money market investments and participating interest-earning investment contracts at amortized cost
- Timing of the measurement of pension or OPEB liabilities and expenditures recognized in financial statements prepared using the current financial resources measurement focus
- Recognizing on-behalf payments for pensions or OPEB in employer financial statements
- Presenting payroll-related measures in required supplementary information for purposes of reporting by OPEB plans and employers that provide OPEB
- Classifying employer-paid member contributions for OPEB
- Simplifying certain aspects of the alternative measurement method for OPEB
- Accounting and financial reporting for OPEB provided through certain multiple-employer defined benefit OPEB plans.

Effective Date

The requirements of this Statement are effective for reporting periods beginning after June 15, 2017. Earlier application is encouraged.

Future Accounting Standard Changes (Continued)

How the Changes in This Statement Will Improve Financial Reporting

The requirements of this Statement will enhance consistency in the application of accounting and financial reporting requirements. Consistent reporting will improve the usefulness of information for users of state and local government financial statements.

GASB Statement No. 86 - *Certain Debt Extinguishment Issues*

Summary

The primary objective of this Statement is to improve consistency in accounting and financial reporting for in-substance defeasance of debt by providing guidance for transactions in which cash and other monetary assets acquired with only existing resources - resources other than the proceeds of refunding debt - are placed in an irrevocable trust for the sole purpose of extinguishing debt. This Statement also improves accounting and financial reporting for prepaid insurance on debt that is extinguished and notes to financial statements for debt that is defeased in substance.

Effective Date

The requirements of this Statement are effective for reporting periods beginning after June 15, 2017. Earlier application is encouraged.

How the Changes in This Statement Will Improve Accounting and Financial Reporting

The requirements of this Statement will increase consistency in accounting and financial reporting for debt extinguishments by establishing uniform guidance for derecognizing debt that is defeased in substance, regardless of how cash and other monetary assets placed in an irrevocable trust for the purpose of extinguishing that debt were acquired. The requirements of this Statement also will enhance consistency in financial reporting of prepaid insurance related to debt that has been extinguished. In addition, this Statement will enhance the decision-usefulness of information in notes to financial statements regarding debt that has been defeased in substance.

GASB Statement No. 87 - *Leases*

Summary

The objective of this Statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. This Statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities.

Effective Date and Transition

The requirements of this Statement are effective for reporting periods beginning after December 15, 2019. Earlier application is encouraged.

Leases should be recognized and measured using the facts and circumstances that exist at the beginning of the period of implementation (or, if applied to earlier periods, the beginning of the earliest period restated). However, lessors should not restate the assets underlying their existing sales-type or direct financing leases. Any residual assets for those leases become the carrying values of the underlying assets.

Future Accounting Standard Changes (Continued)

How the Changes in This Statement Will Improve Accounting and Financial Reporting

This Statement will increase the usefulness of governments' financial statements by requiring reporting of certain lease liabilities that currently are not reported. It will enhance comparability of financial statements among governments by requiring lessees and lessors to report leases under a single model. This Statement also will enhance the decision-usefulness of the information provided to financial statement users by requiring notes to financial statements related to the timing, significance, and purpose of a government's leasing arrangements.

⁽¹⁾ *Note.* From GASB Pronouncements Summaries. Copyright 2017 by the Financial Accounting Foundation, 401 Merritt 7, Norwalk, CT 06856, USA, and is reproduced with permission.

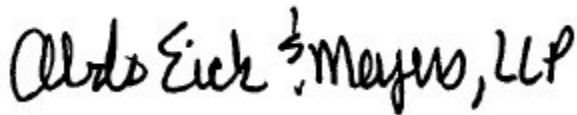
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Restriction on Use

This communication is intended solely for the information and use of the City Council, management, and the Minnesota Office of the State Auditor, and is not intended to be and should not be used by anyone other than these specified parties.

Our audit would not necessarily disclose all weaknesses in the system because it was based on selected tests of the accounting records and related data. The comments and recommendations in the report are purely constructive in nature, and should be read in this context.

If you have any questions or wish to discuss any of the items contained in this letter, please feel free to contact us at your convenience. We wish to thank you for the continued opportunity to be of service and for the courtesy and cooperation extended to us by your staff.



ABDO, EICK & MEYERS, LLP
Minneapolis, Minnesota
May 7, 2018

Other Required Report

City of Inver Grove Heights

Inver Grove Heights, Minnesota

For the Year Ended
December 31, 2017

City of Inver Grove Heights, Minnesota
Other Required Report
Table of Contents
For the Year Ended December 31, 2017

Other Required Report

Independent Auditor's Report
on Minnesota Legal Compliance

Page No.

3



INDEPENDENT AUDITOR'S REPORT
ON MINNESOTA LEGAL COMPLIANCE

Honorable Mayor and City Council
City of Inver Grove Heights, Minnesota

We have audited, in accordance with auditing standards generally accepted in the United States of America, the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Inver Grove Heights, Minnesota (the City), as of and for the year ended December 31, 2017, and the related notes to the financial statements, and have issued our report thereon dated May 7, 2018.

The *Minnesota Legal Compliance Audit Guide for Cities*, promulgated by the State Auditor pursuant to Minnesota Statute §6.65, contains seven categories of compliance to be tested: contracting and bidding, deposits and investments, conflicts of interest, public indebtedness, claims and disbursements, miscellaneous provisions, and tax increment financing. Our audit considered all of the listed categories.

In connection with our audit, nothing came to our attention that caused us to believe that the City failed to comply with the provisions of the *Minnesota Legal Compliance Audit Guide for Cities*. However, our audit was not directed primarily toward obtaining knowledge of such noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding the City's noncompliance with the above referenced provisions.

The purpose of this report is solely to describe the scope of our testing of compliance and the result of that testing, and not to provide an opinion on compliance. Accordingly, this communication is not suitable for any other purpose.

ABDO, EICK & MEYERS, LLP
Minneapolis, Minnesota
May 7, 2018

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve the Implementation of the Classification and Compensation Plan and Salary Structure and Authorize Staff to Negotiate with Collective Bargaining Units on Wages

Meeting Date: May 14, 2018
 Item Type: Regular Agenda
 Contact: Janet Shefchik
 Prepared by: Janet Shefchik
 Reviewed by: Joe Lynch

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve the City's Classification and Compensation Plan and Salary Structure (as attached) for implementation effective 7/1/18. Authorize staff to negotiate with collective bargaining units on proposed wage scales.

SUMMARY

The City is required under Minnesota Pay Equity laws, to utilize an approved compensation system to evaluate job classifications and pay them based on their comparable worth. This is to ensure that pay is based on job value and not gender bias. The City's existing system is no longer viable because the consultant that designed it is no longer in business. In addition, it had been over 10 years since the City's last classification study, thus the information was outdated. In light of this, the City began working toward the implementation of a new Classification/Compensation system in 2017.

In February 2017, the City hired Bjorklund Compensation Consulting (BCC), to conduct a comprehensive study of the City's Compensation and Classification system. The study included an evaluation of position description questionnaires completed by staff and reviewed by management, over 70 staff interviews, a 15-city market study of benchmark positions, the creation of up-dated job descriptions for all regular City positions, determination of job points for each job classification, development of a pay plan with corresponding pay grades, and preliminary Pay Equity compliance testing. Additionally, BCC developed a new performance evaluation rating system and performance review forms.

Some of the areas that the City had requested be addressed in a proposed pay plan included correcting the issue of pay compression, where there is not enough differentiation between pay grades (there are currently 12 grades) and extending the length of time it takes employees to reach the top step of their pay range (currently most reach it within 4 years). In addition, the proposed system needed to be simple enough that it could be maintained in future years, with or without the help of a consultant.

Staff worked with BCC for many months to ensure accurate information and the development of a compliant and workable solution in terms of salary structure. The resulting structure is attached as “2018 Proposed Pay Grades and Salary Ranges”.

Using the Classification Matrix System, BCC evaluated jobs and assigned a point value based on factors such as Knowledge and Skills, Supervisory Authority, Public Relations, and Working Conditions. BCC then slotted them into 32 proposed pay grades, each with a range spread of 26% to 27% and 10 steps from minimum to maximum pay. The attached “Inver Grove Heights Job Ratings” shows the resulting grade placement of City job classifications. Because there are now 32 grades rather than 12, employees may find that they are no longer in the same grade as their contemporaries. While this is likely to cause some angst, it is an inevitable reality of changing classification/compensation systems to achieve on-going compliance.

If the proposed Classification/Compensation Plan and pay structure is approved, staff will request meetings with the unions to negotiate the proposed pay plan into their wage structures and will begin to incorporate the changes into the non-union pay structure. The plan is to implement all changes with an effective date of 7/1/18, thereby utilizing money already budgeted in 2018 for plan implementation. The job ratings and pay scales in place as of 12/31/18 will be used to complete the triennial Minnesota Pay Equity report that is due in January 2019.

As a part of the implementation, staff will be placed at the next highest step (based on their 2018 pay) in the corresponding pay grade of the new structure. Employees who are due a step increase during the year based on existing wage scales will have that calculated first, as was promised/expected under the current agreements and wage schedules. As the foundation of the new pay structure is based on market data, some positions will be at the top of the new pay range and see almost no change in pay as a result of the transition.

Finally, employees will have the option to request an appeal of the grade placement of their job classification. The appeals will be reviewed by the Consultant, who will forward his response to Human Resources. Human Resources will then convene the Classification Review Committee for input on changes and recommendations to be brought forward to the City Council for approval.

In consideration of the effort put forth over many months to create a Classification/Compensation Plan and Salary Structure that is equitable and meets State requirements, staff recommends Council approval. In authorizing implementation of the proposed plan, Council effectively approves and/or authorizes the various components, including:

- o The Compensation/Classification Plan document
- o The Classification Matrix System (CMS) methodology for job evaluation and classification
- o The Proposed 2018 Pay Grades and Salary Ranges
- o The Job Ratings
- o Pay adjustments to get staff on step with the new wage scales
- o Staff to utilize the system to handle job rating for new and existing positions, appeals, and reclassification requests
- o The Classification Review Committee
- o Staff to negotiate with the Bargaining Units (AFSCME, IUOE, LELS, LELS Sergeants) on wages
- o Management and staff to begin using the updated Performance Evaluations rating system

CITY OF INVER GROVE HEIGHTS

Classification/Compensation Policy and Plan

**Created/Revised:
May 2018**

City of Inver Grove Heights

Classification/Compensation Policy and Plan

I. INTRODUCTION

The City of Inver Grove Heights' philosophy regarding compensation systems and wage and salary administration flows from a belief that its employees are to be compensated in a fair and equitable manner. Contained within this statement are the City's compensation goals, including 1) attraction and retention of personnel, 2) facilitation of compensational equity, 3) equitable distribution of resources, 4) achievement of pay and contribution relationships, 5) salary differentiation from the highest to the lowest level of organizational contribution, and 6) clear communication of these objectives to all affected employees. The elements of the City's compensation program have been structured to support and advance these objectives.

II. ADMINISTRATIVE GUIDELINES

A. Participation

For purposes of this Classification/Compensation Plan, "regular status employee" means an employee who is hired into a position that is not temporary or seasonal and is generally accounted for in terms of its percentage of full-time equivalency (FTE). All regular status employees, with the exception of the City Administrator, will participate in the City's Classification/Compensation Plan. New regular status employees will participate immediately upon employment. The City Council will determine what if any portion of the plan applies to the City Administrator.

B. Plan Update

The Administration Department will annually review all aspects of the Plan, including salary ranges and grade structure, salary increases and administrative guidelines. With approval from the City Administrator, recommended changes will be proposed to the Council in a timely fashion, for implementation during the upcoming plan year(s). In the event that more expeditious changes are needed, these may be proposed to Council for consideration of approval during the interim months. If no changes are warranted, the existing plan will remain in force.

C. Classification Review Committee

In an effort to provide fair and consistent application of the Classification/Compensation system, the City Administrator will assign members of management to a review committee. The purpose of this committee will be to review classification and appeal results, and to make a recommendation to Human Resources and the City Administrator on related actions to be brought before Council for approval. Human Resources will be responsible for convening the committee, providing guidance, and communicating the committee's recommendations.

D. Supersedence

This plan is to be used as a framework for implementation, however, it cannot contain all of the information that is necessary for processing. Where the language contained in this plan conflicts with existing personnel policies, labor agreements/contracts, state and/or federal laws, those policies, agreements, and laws will supersede the application of this plan.

Examples of Personnel Policies that will take precedence are: 1-6A-7 Orientation Period, 1-6A-8 Promotions, 1-6A-9 Lateral Transfers, 1-6A-10 Position Classification Plan, 1-6A-11-1 Compensation Plan, and 1-6A-11-5 Pay Rates in Transfer, Promotion, or Demotion. These and other areas may also be addressed in individual bargaining unit contracts, however, the City's Personnel Policies should be followed for areas not covered by contract.

III. COMPENSATION PROGRAM ELEMENTS

A. Policy

It is the policy of the City to provide its employees equitable compensation, to promote attainment of the highest levels of organizational contribution. The City recognizes that compensation policies are a key factor in the City's ability to attract, retain and motivate well-qualified individuals to participate in the achievement of its objectives. The City's Classification/Compensation Plan is, therefore, based on the principles of internal and external pay equity and is designed to relate, to the extent possible, an individual's salary to their contribution to organizational results.

B. Salary Structure

The City's salary structure consists of 32 salary grades with a corresponding salary range for each grade. Salary ranges are formulated around a "midpoint" based on comparable market-data, against which a salary range spread is calculated. The resulting ranges are segmented into "steps" that employees obtain as they move through the range; generally, at 6 and 12 months after hire/promotion (as indicated in an offer letter and/or stipulated within a union contract) and annually thereafter on the anniversary of the hire/promotional date. The City's personnel policy provides for a one-year probationary period from date of hire, which is termed an "orientation period" (each union contract may also include terms specific to this). Employment beyond the orientation period is dependent on the employee's ability to meet the performance standard expectations for the position.

Transition to this new Classification/Compensation Plan and salary structure will occur with the effective date as approved by Council, and/or as negotiated and agreed upon by the various bargaining units. It is the intention of Administration to implement this plan and corresponding pay changes effective July 1, 2018. Upon Council approval (and subsequent union agreement), Administration and Finance will compare the employees' actual or anticipated 2018 hourly pay utilizing the existing wage scales, and slot the employees on the proposed/new pay scales at the next corresponding pay step up (or equivalent if the pay is exactly the same). For subsequent years, employees who were not at the top step of the existing wage scales at transition, will move through the steps of the new range on their hire/promotional anniversary date. For employees who were already at the top of their existing wage scales at transition, a common July 1 anniversary date will be used to move them through the steps of the new wage scales. This anniversary date should also be used for completing the annual performance review.

Salary ranges will be analyzed and may be adjusted annually based on a number of factors such as relative changes in the labor market, inflationary measures, internal equity, budgetary impact, as well as fluctuation in the prevalence of certain job skills in the marketplace. Changes to the salary structures are presented to the City Council for approval, including those negotiated into contract with the representative bargaining units/unions, such as cost of living adjustments.

C. Job Evaluation

The evaluation and classification of positions occurs through the application of the Classification Matrix System (CMS) method of job evaluation. This system determines the relative value of a job based on four main factors, which are: 1) Knowledge and Skill, 2) Supervisory Authority, 3) Public Relation Skills, and 4) Working Conditions. Using this system, a point value is determined, and the position is slotted into a corresponding pay grade. There are 32 grades which cover all classified positions within the City. When new positions are created, a job evaluation is conducted to determine the appropriate salary grade. Through application of the City's job evaluation and Classification/Compensation plan, the City ensures that appropriate relationships between classifications and pay are established and maintained over time, such that the City's compensation structure complies with State Pay Equity laws. The administration of job classification and evaluation will be the responsibility of Human Resources; this includes but is not limited to determining whether a job evaluation will be conducted internally or by the classification consultant, convening the review committee, communicating recommendations to Council, ensuring MN Pay Equity compliance, and submission of the required triennial reports.

Newly created positions: It is the inherent right of management to redesign, restructure and create new jobs in meeting the objectives of the organization. From time to time management will need to create new classifications to better respond to the needs and challenges of the organization. When a new classification is created it will be the responsibility of management (not employees) to define and determine essential requirements and duties of the position. Newly created job descriptions should be submitted to Human Resources for job evaluation.

Existing positions: The City will develop a formal review schedule to ensure that all jobs are reviewed on a regular basis. Administration will establish this schedule (e.g. a 4-year rotation) and work with department management to ensure the accurate and up-to-date review of job classifications. For jobs coming under review during a given cycle, department heads will be responsible for reviewing the job descriptions and after discussion with the employee(s) determining if there is a significant change in the nature or scope of the work (i.e. 25%) or proportion of the job spent performing new duties. If there is no significant change, this is noted and the position will be reviewed again in the next scheduled cycle. If a significant change is noted, the department head will be responsible for completing a review form detailing the reasons for the review request. This would include tasks specific to the job, what tasks are no longer being performed, and why these changes came about in the position. This information should be submitted to Human Resources, who will determine next steps in the evaluation process. Interim requests to review positions for reclassification (prior to their scheduled cycle) will only be accepted if there is a substantial modification to job duties, such as would occur as the result of a change in organizational structure initiated by management.

Appeals: After the initial results of a job evaluation and grade placement are communicated to an employee, they will have the opportunity to appeal the results. Information regarding the appeal process and timeline will be communicated by Human Resources. Upon receipt of the appeal results, Human Resources will convene the Classification Review Committee as soon as practicable. The committee will review the results for organizational consistency and provide a recommendation to Administration regarding changes to be brought for forwarded to City Council for approval. Human Resources will communicate to the employee and supervisor whether the appeal was successful or resulted in no change.

D. Reclassification

Upon evaluation, a position may be reclassified. A reclassification is defined as movement to another classification level or position as a result of approved changes in job duties that significantly modifies the position's responsibilities. Positions may be reclassified either upward (higher classification/salary range) or downward (lower classification/salary range). The City Administrator shall have the authority to determine placement within the new salary range. Reclassification of a position does not change the employee's salary review date unless specifically determined during the reclassification process. When downward reclassification results in an employee's salary exceeding the maximum of the new salary range, the salary is not increased for any reason, until such time that the salary is within the designated salary range.

E. Working Out-of-Class

Out-of-class pay may be requested whenever an employee is designated by the responsible authority to perform all or a majority of the duties and responsibilities of a position in a higher classification for a period of 15 consecutive workdays or more (or the period indicated in the employee's labor agreement). For this purpose, higher classification is defined as a previously occupied position within the City, which is temporarily vacant and is at least one grade above the employee's current classification. The City Administrator must review all requests for out-of-class work, and approve them prior to the employee's assignment. The employee performing the out-of-class duties will be assigned a salary rate within the range established for the position of higher classification (e.g. starting rate or next corresponding step), or as indicated in the corresponding labor agreement. Whenever possible, out-of-class assignments should be limited to a period of 6 months or less but may be extended with approval from the City Administrator. When the employee is returned to regular pay, Administration should ensure that any interim increases that were due during the out-of-class period were appropriately applied.

F. Performance Appraisals

Supervisors shall conduct a formal performance review of each regular employee annually. At least once during the review period, it is recommended that the supervisor also conduct an informal review to inform the employee of the interim performance status. In preparing a formal performance review, a supervisor assesses an employee's performance and contribution on major job duties and accomplishment of objectives for the position being evaluated. Areas needing improvement are identified and when appropriate, a formal plan for improved performance is implemented.

The formal performance review should be conducted within 15 days of employee's annual performance review date. Prior to the conclusion of the evaluation period, employees are expected to submit a self-assessment to the appraising supervisor for use in completing their performance review. If these are not completed in a timely manner, the supervisor will proceed with conducting the performance review without them.

It is anticipated that in addition to steps, a method of compensating employees for exemplary performance may be incorporated into future wage plans. This will increase the importance of completing performance reviews in a timely manner. A matrix detailing the factors necessary for achieving performance-based pay should be presented to Council for approval in conjunction with the proposed wage scales.

Performance Ratings:

The performance review process includes a review of the City's designated performance dimensions. Each of the performance dimensions will be rated against the following rating scale:

4=Exceeds Expectations Employee's performance consistently exceeds the standards of the dimension. Performance is above the level expected in fulfilling job requirements. Employee demonstrates unusual effectiveness and proficiency in performing difficult and complex aspects of the dimension.

3=Meets Expectations Employee's performance on the dimension meets the criteria and standards necessary for a fully competent performer. Performance on the dimension is steady, competent and reliable.

2=Needs Improvement Employee occasionally fails to meet the criteria and standards of competent performance on a dimension. Performance at this level requires some improvement in order to meet the expected standards and normal requirements of the job. Employees at this level may fall below standards due to their unfamiliarity with a new job or a need for skill training and improvement.

1=Does Not Meet Expectations Performance on the dimension falls consistently short of acceptable performance standards. Work related to this dimension is clearly below the level of acceptability and substantial and demonstrated improvement in the dimension is necessary in the short-term.

N/A= Not Applicable Evaluator could not rate this dimension because it is not applicable to the work or the employee did not demonstrate assignments or performance under this dimension.

Performance appraisal documents are prepared by the supervisor and signed/approved by the department head. The supervisor discusses the performance appraisal and rating with the employee and if requested, provides the employee with a copy of the entire appraisal. Signing of the document by the employee acknowledges that the supervisor has discussed the review with the employee, but does not necessarily constitute agreement. Failure to sign the document by the employee will not delay processing.

Performance appraisal materials are made available to management by the Administration Department. In order to promote timely reviews for the employee, it is important to complete the performance review within the established schedule. Completed performance appraisal materials are returned to Human Resources, to be retained in the employee's personnel file consistent with the City's retention schedule and related policies.

G. Staff Development or Improvement Plans

As part of the formal performance review process, supervisors and employees are encouraged to jointly complete a Staff Development (or Improvement) Plan. Each plan will contain previously identified areas needing development and/or improvement, with corresponding action plans. Formal discussions of job and career objectives, position enrichment and development, may also be included. The development areas and career objectives identified should be tied to departmental and City-wide goals.

H. Modifications or Exceptions

The City Administrator shall have the authority to make those modifications in this plan which are deemed necessary to ensure its accuracy, clarity or ease-of-use, provided that such changes:

1. Do not modify the meaning or scope of the plan; and,
2. Do not modify the City's rights and responsibilities to employees or employees' rights and responsibilities to the City.

The City Administrator may approve exceptions to the plan when necessary to address Pay Equity compliance and related considerations.

I. Policy Implications

The Classification/Compensation Plan provides guidelines that may be amended by the City without notice. The Plan is not contractual. Nothing in the plan alters any employee's status or employment relationship with the City.

Attachments:

Proposed Pay Grades and Salary Ranges
Grade Determination Chart
Inver Grove Heights Job Ratings
I.G.H. Appeal Outline
Employee Appeal Form
Performance Management Review Form

2018 Proposed Salary Ranges

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
32	\$71.39	(Steps are not applicable for unclassified/appointed positions)								\$90.70
31	\$67.43	(Steps are not applicable for unclassified/appointed positions)								\$85.68
30	\$63.77	\$65.62	\$67.47	\$69.32	\$71.17	\$73.02	\$74.87	\$76.72	\$78.57	\$81.03
29	\$60.40	\$62.15	\$63.90	\$65.65	\$67.41	\$69.16	\$70.91	\$72.66	\$74.42	\$76.74
28	\$57.24	\$58.90	\$60.56	\$62.23	\$63.89	\$65.55	\$67.21	\$68.87	\$70.53	\$72.73
27	\$54.36	\$55.93	\$57.51	\$59.09	\$60.67	\$62.24	\$63.82	\$65.40	\$66.97	\$69.07
26	\$51.67	\$53.17	\$54.67	\$56.17	\$57.67	\$59.17	\$60.67	\$62.16	\$63.66	\$65.65
25	\$49.16	\$50.59	\$52.01	\$53.44	\$54.87	\$56.29	\$57.72	\$59.15	\$60.57	\$62.46
24	\$46.87	\$48.23	\$49.59	\$50.95	\$52.31	\$53.67	\$55.03	\$56.39	\$57.75	\$59.56
23	\$44.72	\$46.02	\$47.32	\$48.61	\$49.91	\$51.21	\$52.51	\$53.80	\$55.10	\$56.82
22	\$42.74	\$43.98	\$45.22	\$46.46	\$47.70	\$48.95	\$50.19	\$51.43	\$52.67	\$54.31
21	\$40.92	\$42.11	\$43.30	\$44.49	\$45.67	\$46.86	\$48.05	\$49.24	\$50.42	\$52.00
20	\$39.24	\$40.37	\$41.51	\$42.65	\$43.79	\$44.93	\$46.07	\$47.21	\$48.34	\$49.85
19	\$37.66	\$38.75	\$39.84	\$40.94	\$42.03	\$43.12	\$44.22	\$45.31	\$46.40	\$47.85
18	\$35.47	\$36.50	\$37.53	\$38.56	\$39.59	\$40.61	\$41.64	\$42.67	\$43.70	\$44.73
17	\$33.64	\$34.62	\$35.60	\$36.57	\$37.55	\$38.53	\$39.50	\$40.48	\$41.45	\$42.43
16	\$31.97	\$32.90	\$33.82	\$34.75	\$35.68	\$36.61	\$37.53	\$38.46	\$39.39	\$40.32
15	\$30.41	\$31.30	\$32.18	\$33.06	\$33.94	\$34.83	\$35.71	\$36.59	\$37.47	\$38.36
14	\$28.98	\$29.82	\$30.66	\$31.50	\$32.34	\$33.18	\$34.02	\$34.86	\$35.70	\$36.54
13	\$27.66	\$28.46	\$29.27	\$30.07	\$30.87	\$31.67	\$32.48	\$33.28	\$34.08	\$34.88
12	\$26.40	\$27.17	\$27.94	\$28.70	\$29.47	\$30.24	\$31.00	\$31.77	\$32.53	\$33.30
11	\$25.27	\$26.00	\$26.73	\$27.47	\$28.20	\$28.93	\$29.67	\$30.40	\$31.13	\$31.87
10	\$24.22	\$24.92	\$25.63	\$26.33	\$27.03	\$27.73	\$28.44	\$29.14	\$29.84	\$30.55
9	\$23.23	\$23.91	\$24.58	\$25.26	\$25.93	\$26.60	\$27.28	\$27.95	\$28.63	\$29.30
8	\$22.34	\$22.98	\$23.63	\$24.28	\$24.93	\$25.58	\$26.22	\$26.87	\$27.52	\$28.17
7	\$21.50	\$22.12	\$22.75	\$23.37	\$23.99	\$24.62	\$25.24	\$25.86	\$26.49	\$27.11
6	\$20.72	\$21.32	\$21.92	\$22.52	\$23.13	\$23.73	\$24.33	\$24.93	\$25.53	\$26.13
5	\$20.00	\$20.58	\$21.16	\$21.74	\$22.32	\$22.90	\$23.48	\$24.07	\$24.65	\$25.23
4	\$19.31	\$19.87	\$20.44	\$21.00	\$21.56	\$22.12	\$22.68	\$23.24	\$23.80	\$24.36
3	\$18.72	\$19.26	\$19.80	\$20.35	\$20.89	\$21.43	\$21.97	\$22.52	\$23.06	\$23.60
2	\$18.15	\$18.67	\$19.20	\$19.73	\$20.25	\$20.78	\$21.31	\$21.83	\$22.36	\$22.89



Methodology

Grade Determination Chart

Grade Assignment	Point Minimum	Point Maximum
1	200	216
2	217	234
3	235	254
4	255	276
5	277	299
6	300	324
7	325	351
8	352	380
9	381	411
10	412	445
11	446	482
12	483	522
13	523	564
14	565	611
15	612	661
16	662	715
17	716	773
18	774	836
19	837	904
20	905	977
21	978	1056
22	1057	1142
23	1143	1234
24	1235	1334
25	1335	1442
26	1443	1558
27	1559	1684
28	1685	1820
29	1821	1966
30	1967	2125
31	2126	2296
32	2297	2481

Inver Grove Heights Job Ratings – Salary Grade & Exempt Status

Proposed Classification Title:	Salary Grade	Exempt Status
City Administrator	31	E
Chief of Police	27	E
Director of Public Works	27	E
Director of Parks & Recreation	27	E
Fire Chief	27	E
Director of Community Dev.	26	E
Director of Finance	26	E
Deputy Chief (Police)	25	E
Division Commander	24	E
Human Resources Manager	24	E
City Engineer	23	E
Assistant Fire Chief	23	E
Technology Manager	23	E
Assistant City Engineer (P.E.)	21	E
Chief Building Official	21	E
City Planner	21	E
Recreation Superintendent	21	E
Street Maintenance Superintendent	21	E
Utilities Superintendent	21	E
City Clerk	20	E
Communications Manager	20	E
Golf Course Clubhouse Superintendent	20	E
Parks Superintendent	20	E
Sergeant	20	NE
Golf Course Superintendent	19	E
Associate Planner	18	NE
Senior Accountant	18	NE
Fire Marshal	18	NE
Guest Services Supervisor	18	E
Investigator/Drug Task Force Agent	18	NE
Aquatics Coordinator	17	NE
Fitness Coordinator	17	NE
Police Officer	17	NE
School Resource Officer	17	NE
Senior Engineering Technician	17	NE
Accountant	16	NE
Assistant Planner*	16	NE
Combination Inspector	16	NE
Fire Operations Supervisor	16	E
Mechanic Lead Worker	16	NE
Park Maintenance Coordinator	16	NE
Recreation Coordinator	16	NE

Proposed Classification Title:	Salary Grade	Exempt Status
Engineering Technician	15	NE
GIS Specialist	15	NE
Rental & Code Compliance Coordinator	15	NE
Water Plant Operator	15	NE
Accounting Technician, Sr.	14	NE
Administrative Services Coordinator	14	NE
Assistant Golf Course Superintendent	14	NE
GIS Tech II	14	NE
Golf Course Mechanic	14	NE
Golf Operations Coordinator	14	NE
IT Specialist (MIS Tech)	14	NE
Mechanic	14	NE
Communications Specialist	13	NE
Street Maintenance Lead Worker	13	NE
Utilities Lead Worker	13	NE
Accounting Technician	12	NE
Sign Worker – Street Maintenance	12	NE
Assistant to the Building Official	11	NE
Community Development Support Spec.	11	NE
Public Works Support Specialist	11	NE
Records Specialist	11	NE
Events Coordinator*	10	NE
GIS Tech I/Tech Asst.	10	NE
Senior Office Support	10	NE
Utility Maintenance Worker	10	NE
VMCC Maintenance Worker	10	NE
Custodian II	9	NE
Lead Operations Worker	9	NE
Park Maintenance Worker	9	NE
Park/Street Maintenance Worker	9	NE
Street Maintenance Worker	9	NE
Customer Service Specialist	8	NE
Office Support	8	NE
VMCC Operations Worker	8	NE
Clubhouse Coordinator*	5	NE
Golf Course Technician	4	NE
Golf Course Cashier	2	NE
*job classification is currently unused,		
position will need to be evaluated for		
for grading if filled in future		
(NE or E in Italics means a change)		



Memorandum

To: Employees of the City of Inver Grove Heights
From: Robert Bjorklund, Classification and Compensation Project Manager
Date:
Re: Employee Appeal Process

Enclosed are the details and procedures for requesting an appeal of your classification allocation (i.e. job rating or grade placement) per our agreement with the City. Attached you will find the following:

- 1) A copy of the new job description assigned to your classification.
- 2) A copy of the overall ranking or grade placement of your job and other job titles in the City.
- 3) An overview of the job evaluation criteria.

If after reviewing the attached materials you wish to submit a classification appeal of the preliminary job findings, an appeal form can be obtained in the Human Resources Department. The appeal form must be completed and reviewed by your department head by _____ and turned into the Human Resources Department no later than _____. It is essential that you provide specific reasons and justifications concerning your appeal or your appeal will not be considered a valid appeal. Your appeal justification can be based upon one of the following:

- 1) The job description provided did not address or detail an essential job function required of your job. An essential job function is that activity that is “critical” to the success of your job, a job responsibility that comprises 5% or more of your total job, and a duty or duties that any person in the job would be required to perform. You must provide specifics.
- 2) You feel the job rating (i.e. grade placement) did not capture the extent of your job’s responsibility and you feel the placement of the job requires further examination. An explanation must be provided.

If you are in a job shared by multiple employees, it is best and more convincing that one appeal response be submitted on behalf of the entire group. However, if you feel your job

is more responsible, significantly different and should be evaluated higher than others in your job, you should submit a separate classification appeal.

The Consultant will review all employee appeal forms and make a determination on the recommended outcome based upon the application of the job evaluation methodology and principles of job evaluation.

After reviewing the appeals and making its recommendations, BCC will provide a brief summary outlining the appeal outcomes. It is important to realize that as a result of the appeals and the additional information brought forward by employees in the process, the Consultant's decision may result in the following outcomes:

- 1) Elevating the rating/grade placement of every employee in that job class.
- 2) Downgrading the grade placement of the job classification as a whole.
- 3) A no change determination.
- 4) Making changes to the job description to clarify and or outline additional essential functions.
- 5) Making a recommendation to reallocate an employee to a different classification (i.e. description) due to work of a higher responsibility level, similarity of work, or due to significantly different work responsibilities requiring different skills, knowledge and qualifications.

The overview of the CMS job evaluation system has been provided to you, so that you are aware of the four major areas that the Consultant will be examining in relation to your appeal and reasons for that appeal. Therefore, you should consider your appeal reasons and address those factors that pertain specifically to your reasons for appealing the preliminary outcomes.

Thank you for your cooperation!

Overview of Classification Matrix System Factors

BCC offers its clients the **Classification Matrix System (CMS)** of job evaluation. **CMS** is a point matrix system that evaluates four classification factors – each comprised of two sub-factors. The system was designed specifically with the public sector in mind. The factors and factor weights are as follows:

<u>Factor:</u>	<u>Relative Weighting:</u>
Factor 1: Knowledge & Skills <u>Sub-factors:</u> a. Nature of Assignments (decisions and level of tasks) b. Occupational Skill Level (reflects experience, educ., complexity)	52%
Factor 2: Supervisory Authority <u>Sub-factors:</u> Level of Supervisory Responsibility (type of supervision) Extent of Supervisory Responsibility (# employees)	20%
Factor 3: Public Relations (purpose and nature of contacts) <u>Sub-factors:</u> Customer Relations Governmental Relations	20%
Factor 4: Working Conditions <u>Sub-factors:</u> Physical Effort Risks and Hazards	8%

Each of the four factors is evaluated and the points are summed to arrive at a point score for the entire job. Like other point systems, positions with similar point values are grouped together and assigned to the same salary range. The salary range (or grade) groups together positions into classifications of “similar relative work value” for similar pay treatment. This assures that jobs of similar value will have “equitable” treatment with respect to pay equity and pay setting/administrative practices. Furthermore, the factors conform to the requirements of addressing skill, effort, responsibility and working conditions.

Employee Appeal Form

Date: _____

Name: _____

Current Classification Title: _____

Proposed Classification Title: _____

Proposed Grade Placement: _____

Reason for filing this review request (You must be concise and specific for the position to be reviewed):

If you believe that your position has been incorrectly evaluated because the current job description does not capture all of your “essential duties” that the organization requires you to perform, please describe each of these duties in detail below. If the job description details duties you are no longer performing, please note these responsibilities as well. If additional duties have been added to your job description, what duties on the current job description are no longer being performed?

If you believe that your job description accurately describes the essential functions of the job, but you feel the rating level is inaccurate, please detail your reasons and what you feel needs to be examined closer on the part of the organization. Remember, job ratings address internal responsibility levels (e.g. the knowledge, skill, experience, supervisory authority, working conditions, and public contacts) as compared to other positions in the organization. It does not deal with external pay issues (e.g. how other similar jobs are paid by other organizations), your workload (work volume), your performance, or unique skills/training you bring to the job over the minimum qualifications set forth on the job description.

Additional comments:

Employee's Signature _____

(Please turn this information to your Department Supervisor.)

Supervisory Review:

The purpose of the classification review is to assure the ongoing accuracy of job descriptions and to assess whether or not significant changes in job duties have impacted the relative rating for the position/classification. As a manager, it is your responsibility to assign and delegate work responsibilities consistent with the expectations of the job, the organizational structure, and in accordance with organization's administrative rules and policies. Based upon your expectations as the manager for this position, we are requesting that your review the materials presented by your staff to assure the accuracy of their comments and that they do not conflict with the requirements of the job or your expectations as a representative of the organization.

Supervisor's Review and Comments (Please check the appropriate statement):

_____ I agree with the incumbent's appeal as written.

_____ I disagree with the incumbent's appeal as written. (Please provide comments or clarifications to the employee comments to make them accurate in your opinion.)

_____ I agree with the comments provided by the employee but do not feel these changes represent a significant change in the overall responsibility level of the position.

Additional Comments:

Department Head Signature _____

(Please return all the documents and materials pertaining to this position to Administration within the applicable timetable established for this review cycle.)



CITY OF INVER GROVE HEIGHTS

Performance Management Review Form

Section I: General Information

Employee Name:	Time In Current Position:
Position Title:	Department:
Evaluator's Name:	Date of Last Review:
Period for this Review:	Type of Review: ☐ 6 mos. ☐ Annual

Section II: Performance Dimensions, Observations and Ratings: In this section of the performance review, the evaluator is to analyze and rate the individual's effectiveness and skills in each of the relevant performance dimensions (mark unrelated dimensions "N/A"). Rate the individual on each dimension using the scale explained below. Some consideration should be given to the individual's level of experience in the position and the complexity and difficulty of the work/assignments generally expected of the classification, as a whole, when evaluating the performance on any dimension. In addition, the assessment should also reflect and take into consideration an employee's performance as compared to other employees within the same job class on the performance dimensions. Cite specific examples or critical incidents of work performance to support your performance dimension ratings. Behavioral examples or critical incidents provide clarity, more objectivity, and the foundation for open discussion and review regarding both the strengths and weaknesses of an individual's performance over the review period. Examples can also provide the feedback and framework to discuss future developmental or educational plans to enhance performance. **While it is not necessary to cite examples for all rated performance dimensions, you will be required to provide specific examples for each performance dimension where the individual is rated as "Needs Improvement", "Does Not Meet Expectations" or "Exceeds Expectations". A rating of "Does Not Meet Expectations" must be discussed with Human Resources prior to meeting with an employee.**

Performance Dimension Rating Scale

- | | |
|-------------------------------------|--|
| 4=Exceeds Expectations | Employee's performance consistently exceeds the standards of the dimension. Performance is above the level expected in fulfilling job requirements. Employee demonstrates unusual effectiveness and proficiency in performing difficult and complex aspects of the dimension. |
| 3=Meets Expectations | Employee's performance on the dimension meets the criteria and standards necessary for a fully <u>competent performer</u> . Performance on the dimension is steady, competent and reliable. |
| 2=Needs Improvement | Employee occasionally fails to meet the criteria and standards of competent performance on a dimension. Performance at this level requires some improvement in order to meet the expected standards and normal requirements of the job. Employees at this level may fall below standards due to their unfamiliarity with a new job or a need for skill training and improvement. |
| 1=Does Not Meet Expectations | Performance on the dimension falls consistently short of acceptable performance standards. Work related to this dimension is clearly below the level of acceptability and substantial and demonstrated improvement in the dimension is necessary in the short-term. |
| N/A= Not Applicable | Evaluator could not rate this dimension because it is not applicable to the work or the employee did not demonstrate assignments or performance under this dimension. |

PERFORMANCE DIMENSIONS

	Dimension:	Rating (1-4)
1.	Job Knowledge/Skills and Quality Work: The degree to which the individual demonstrates technical, job specific and/or professional knowledge to effectively perform all aspects of the job. Consideration should be given to some of the following: <u>Understanding and Application of Principles, Techniques, Methods and/or Work Procedures:</u> <i>The degree to which the employee applies knowledge, skills and understanding of the principles, techniques, best practices, analytics, and/or new approaches in performing the tasks and responsibilities of the job. Individual appropriately applies and utilizes tools and equipment, issues, trends, legislative mandates and initiatives that impact the nature of their work responsibilities.</i> <u>Understanding, Interpreting and/or Applying Administrative Rules:</u> <i>The degree to which the employee is able to understand, incorporate, apply and follow City/departmental administrative policies, procedures, requirements, general administrative reporting procedures and understands the roles, boundaries and expectations of the job within these parameters.</i> <u>Application of Knowledge & Skills To Quality Work and Safe Work Practices:</u> <i>The degree to which the individual applies, delivers and incorporates knowledge and skills and safe work practices and procedures into the quality of their daily work practices, work products, or services associated with individual job responsibilities.</i> <u>Commitment To Career Development:</u> <i>If applicable, consideration should be given to a person's involvement in professional associations, regional committees, career or professional development. The extent to which the individual demonstrates a commitment and dedication to career development related to the job; is involved in learning best practices/trends; or participates in other activities beneficial to the department and City, as well as personal professional growth.</i> <u>Comments, Critical Incidents, and/or Performance Examples:</u>	_____

PERFORMANCE DIMENSIONS

	Dimension:	Rating (1-4)
2.	Quality Customer Service and Relations (Internal & External): The extent to which the individual demonstrates sound judgment, discretion, tact, responsiveness, respect, and decision-making in their dealings with the general public, clients, employees, the media, outside agencies, government officials, community organizations or other departments within the City. Consideration should be given to: Quality and Timely Customer Service: <i>The extent to which the person appropriately delivers and represents the interests of the both the department and the City. Demonstrates a commitment to provide accurate, timely and appropriate information, services, or work products.</i> Cooperation, Respect, Responsiveness & Rapport: <i>The degree to which the employee works cooperatively with other departments and employees of the City; effectively develops a rapport and demonstrates respect for differing opinions on issues; and the availability, responsiveness, follow through and approachability demonstrated by the person in dealings with the public, other employees, City representatives, community organizations or other governmental agencies.</i> Comments, Critical Incidents, and/or Performance Examples:	_____
3.	Creativity and Innovation Skills: This dimension involves an assessment of the degree to which an individual is able to formulate new, innovative and creative approaches to problems, issues, services, or the delivery of services in their area of responsibility. Consideration should be given to some of the following areas when making the assessment: Risk Assessment: <i>The degree to which the individual is able to and willing to take calculated and well thought out risks in addressing, suggesting or implementing new ideas, approaches, strategies or solution to problems.</i> Innovation/Creativity: <i>The degree to which the individual is able to formulate, recommend and/or implement unique or new ideas, solutions, or approaches under their control for expanded service, service delivery, service quality or to improve the use of resources.</i> Comments, Critical Incidents, and/or Performance Examples:	_____

PERFORMANCE DIMENSIONS

	Dimension:	Rating (1-4)
4.	Communication Skills: This dimension assesses the degree to which various communication skills impact the performance on the job. Consideration should be given to: <u>Presentational Skills:</u> <i>The extent to which the individual is able to communicate, defend, and/or explain scientific, technical, administrative, legal or general concepts, principles, guidelines, recommendations, policies or requirements to audiences of various backgrounds who may have little understanding or knowledge in these areas.</i> <u>Written Communication:</u> <i>The degree to which the individual prepares reports, procedures, policies, documents, correspondence, memorandum, or other materials that are clear, concise, accurate, informative and comprehensive.</i> <u>Influence/ Persuasion/Conflict Resolution:</u> <i>The degree to which the individual is able to influence, persuade, negotiate or handle conflict where there are differences of opinion and/or demonstrates the ability to diffuse angry, irate or hostile individuals/situations appropriately.</i> <u>Comments, Critical Incidents, and/or Performance Examples:</u>	_____
5.	Team Work: The extent to which the individual works and collaborates with others in the accomplishment of objectives and goals of the organization; ability and willingness to participate in group decision-making, problem-solving and implementation. <u>Collaboration/Cooperation:</u> <i>The degree to which the individual collaborates with and shares in decision-making responsibilities in addressing shared objectives and concerns; instills a sense of trust, honesty, commitment and dedication for group efforts and outcomes. Shows a willingness to serve on and is engaged in task forces, project committees or group decision-making.</i> <u>Mentor/Coaching:</u> <i>The willingness of the individual to work with, mentor, advise, assist, and/or aid others in developing, learning and/or performing their responsibilities when these activities are not part of supervisory or expected lead responsibilities associated with the job.</i> <u>Sharing of Information:</u> <i>The extent to which the individual works towards the smooth flow of information throughout the organization. Shows a willingness to provide timely and voluntary information, services, resources or materials needed by others.</i> <u>Organizational Commitment:</u> <i>The degree to which individual demonstrates or shows a commitment, dedication or takes pride in City accomplishments, services, and programs over personal interests, concerns or issues.</i> <u>Comments, Critical Incidents, and/or Performance Examples:</u>	_____

PERFORMANCE DIMENSIONS

	Dimension:	Rating (1-4)
6.	<u>Flexibility and Willingness To Accept Change:</u> The extent and willingness of the individual to accept and deal with change resulting from either internal/organizational changes, management directives, Council policies or external changes in laws/rules and/or guidelines and keeps an open mind and for the most part demonstrates an optimistic and positive attitude concerning change. <u>Comments, Critical Incidents, and/or Performance Examples:</u>	_____
7.	<u>Organizational Planning/Project & Time Management Skills:</u> The extent to which the individual is able to organize, plan for, effectively identify, assess, problem-solve and implement short and long-range plans, projects or work assignments. This dimension also takes into account: <u>Goal Setting/Strategic Planning:</u> <i>The ability to establish concrete, definable and/or measurable plans, initiatives and outcomes; establishes goals based upon needs assessments, resources and/or staff capabilities/availability, current work requirements, and criteria for evaluating successful outcomes.</i> <u>Leadership:</u> <i>The degree to which the individual is able to anticipate, mitigate and foresee unprecedented environmental, legal or social issues that may negatively impact or benefit the City, program effectiveness, the attainment of organizational goals and/or influence the planning process.</i> <u>Project & Time Management:</u> <i>The extent to which the individual is able to effectively plan for and anticipate current and future work requirements, projects and/or services required of the job and meet stated deadlines, work outcomes, and deliverables. Consideration should be given here for the responsibility for coordinating diverse project(s) and/or coordinating and addressing conflicting work demands/priorities. The extent to which the individual uses time and organizational skills to maintain productivity.</i> <u>Problem-Solving:</u> <i>The extent to which the individual is able to identify problems and concerns impacting their job; to research and analyze alternative means to address the problem within the scope of the job; select, coordinate, recommend or bring to the attention of others potential solutions to problems/or concerns within the scope of their job.</i> <u>Comments, Critical Incidents, and/or Performance Examples:</u>	_____

PERFORMANCE DIMENSIONS

	Dimension:	Rating (1-4)
8.	Fiscal Management Skills: This performance dimension measures the degree to which the individual plans for and manages the financial resources of the department/division/unit/program. Financial Management: The extent to which the individual is able to plan for budgetary requirements; anticipate unforeseen fiscal/financial circumstances; stays within budget limits, follows and implements City guidelines and administrative policies governing the purchasing of services and equipment; justifies, defends and provides sound documentation for budget recommendations/needs/purchases; monitors operating expenditures; and applies sound business management and accounting principles in controlling, monitoring, safeguarding, and/or allocating resources (i.e. people, money, services, equipment) of the City consistent with the needs and goals of the department or City. Resource Development/Utilization/Optimization: The extent or degree to which the individual is able to identify outside resources, grants or the establishment of collaborative relationships with other departments/organizations/agencies to better utilize limited resources, to avoid duplication of services/programs, or to minimize budgetary impacts on the City while still meeting the needs of the Council and its citizens. Comments, Critical Incidents, and/or Performance Examples:	_____
9.	Human Resource Management and Supervisory Skills: The degree to which the individual effectively demonstrates the ability to accomplish goals, objectives and manage the functions of the job through the appropriate use of assigned human resources. Consideration should be given to some of the following skills: Delegation Skills: The degree to which the person effectively assigns responsibility to achieve results through others and holds others accountable for results. Leadership Skills: The degree to which the individual exhibits leadership to achieve employee motivation; create and/or maintain a positive and productive work environment that supports organizational values. Hiring & Human Resource Skills: The extent to which the individual demonstrates sound judgment and decision making in the handling of selection, training, discipline, guidance and direction to employees based upon their level of skills, capabilities, and knowledge. The degree to which the individual listens to and addresses employee concerns, ideas and provides feedback and assistance to employees in a fair, objective and honest manner. Evaluation and Performance Management Skills: The degree to which individual demonstrates capability, honesty and integrity in assessing the strengths and weaknesses of personnel, for documenting performance, for providing appropriate feedback, reinforcement, guidance, developmental and/or corrective plans. Comments, Critical Incidents, and/or Performance Examples:	_____

Average Performance Dimension Score: Total the scores across each of the performance dimensions above and divide by the number of dimensions evaluated. Enter the result here. _____

Performance Rating Guide: *This scale should be used as a guide by the Evaluator in arriving at an overall performance rating. **However, this is only a guide.** The Evaluator may need to take into account any mitigating or special circumstances, or other factors that may have the overall performance rating.*

Scale For Rating Performance Dimensions

Exceeds Expectations:	3.4 - 4.0
Meets Expectations:	2.6 - 3.3
Needs Improvement:	2.2 - 2.5
Unacceptable:	1.0 - 2.1

Evaluators Overall Performance Rating Recommendation: _____

Additional Comments:

Section III: Staff Development or Improvement Plans:

Discuss and outline any specific employee development plans for the coming evaluation period. This section should also include any employee developmental and/or corrective plans needed to address and improve performance issues identified in this evaluation.

Evaluator (Name & Title): _____

Date: _____

This evaluation was reviewed and discussed with me:

(Employee's Signature & Date): _____

This performance rating was reviewed by Human Resources to assure conformance with performance management criteria, policies and procedures of the City. Any deviation from the performance management processes of the City have been discussed and reviewed with the evaluator.

HR Approval: (Name) _____ **Date:** _____
