

**INVER GROVE HEIGHTS CITY COUNCIL AGENDA**  
**MONDAY, JULY 14, 2008**  
**8150 BARBARA AVENUE**  
**7:30 P.M.**

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PRESENTATIONS**

A. Commission Member Recognition

B. Progress Plus Update

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 – June 23, 2008 Regular Council Meeting \_\_\_\_\_

B. Resolution Approving Disbursements for Period Ending July 9, 2008 \_\_\_\_\_

C. Final Pay Voucher and Change Order No. 1 for the VMCC Gazebo \_\_\_\_\_

D. Approve Bremer Fraud Management Service Agreement for Positive Pay Transactions \_\_\_\_\_

E. Approve Purchase of Flag Poles for Inver Wood Golf Course \_\_\_\_\_

F. Approve Professional Service Contract with Dakota County Soil & Water Conservation District for City Project No. 2008-09D \_\_\_\_\_

G. Approve Agreement with Lakebridge Townhome Association 1, 2 & 3 and Lakebridge Townhome Association 4 for City Project No. 2008-09D \_\_\_\_\_

H. Accept Bids and Award Contract for City Project No. 2008-09C, Mill & Overlay of Cenex Drive \_\_\_\_\_

I. Approve Hiring of Consultant for VMCC Parking Lot Expansion \_\_\_\_\_

J. Approve Request of Drkula's "32" Bowl for Temporary Liquor License Extension for Events to be held in conjunction with Inver Grove Heights Days \_\_\_\_\_

K. Approve Renewal of 2AM Liquor License for Drkula's "32" Bowl, 6710 Cahill Ave. E. \_\_\_\_\_

L. Approve Renewal of 2 AM Liquor License for Jersey's Bar & Grill, 6449 Concord Blvd. \_\_\_\_\_

M. Award bid for painting at Fire Stations 1 & 3 to MG Painting & Service LLC \_\_\_\_\_

N. Payment Voucher No. 8 – Northwest Area Utility Improvements, Lift Station R-9.1 (City Project No. 2003-15A) \_\_\_\_\_

O. Payment Voucher No. 1 – Hilltop Elementary School– Safe Routes to School Program  
(City Project No. 2007–13) \_\_\_\_\_

P. Approve Final Compensating Change Order No. 3 and Final Pay Voucher No. 4 for  
City Project No. 2003–04 – NE Quadrant Water Main Extension \_\_\_\_\_

Q. Payment Voucher No. 1 for City Project No. 2008–09D – South Grove Urban Street  
Reconstruction – Area 3 \_\_\_\_\_

R. Payment Voucher No. 1 for City Project No. 2008–09A – Joint and Cracksealing \_\_\_\_\_

S. Approve Final Compensating Change Order No. 1 and Final Pay Voucher No. 1 for  
City Project No. 2008–14 – Kryzer Addition Drainage Improvements \_\_\_\_\_

T. Approve Revised Joint Powers Agreement with Sunfish Lake for 2007–09A and  
2007–09B, 60<sup>th</sup> Street Cracksealing and Sealcoat \_\_\_\_\_

U. Approve Change Order No. 1 for City Project No. 2007–05 – Northwest Area  
(NWA) Storm Water Overflows, Argenta Hills , Tasks 1–3 (Emmons and Olivier  
Resources, Inc.) \_\_\_\_\_

V. Southern Sanitary Sewer System Improvements Easement Acquisition Settlement –  
Clark Road Properties, LLC – Parcel 51 \_\_\_\_\_

W. Heritage Village Park – Declaration of Use Restrictions, Covenants and  
Reservations \_\_\_\_\_

X. Approve Job Description and Compensation for Fire Department Captain \_\_\_\_\_

Y. Approve Selection and Recruitment of:

i. Street Maintenance Superintendent \_\_\_\_\_

ii. Manager of Arena and Building Maintenance Operations \_\_\_\_\_

Z. 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. Please raise your hand to be recognized. Please state your name and address for the record. This section is for the express purpose of addressing concerns of City services and operations. Comments will be limited to three (3) minutes per person.

6. **PUBLIC HEARINGS:**

A. **CITY OF INVER GROVE HEIGHTS;** Consider Modification to the Capital Improvement Plan Relating to the Expansion & Renovation of the Public Safety & Municipal Facility and Consider Giving Preliminary Approval to Issue Capital Improvement Plan Bonds in an Amount not to Exceed \$25,000,000 \_\_\_\_\_

7. REGULAR AGENDA:

ADMINISTRATION:

A. CITY OF INVER GROVE HEIGHTS; Consider Approval of Project Manager \_\_\_\_\_

B. CITY OF INVER GROVE HEIGHTS; Consider Approval of Architectural Design Contract \_\_\_\_\_

COMMUNITY DEVELOPMENT:

C. CBS OUTDOOR; Resolution relating to a **Variance** to allow relocation of a non-conforming billboard for property located at 10608 Courthouse Boulevard \_\_\_\_\_

D. CHARLES CUDD CO.; Resolution relating to a **Variance** to exceed the impervious surface requirements to construct a house & driveway for the property located at 11662 Azure Lane \_\_\_\_\_

E. CITY OF INVER GROVE HEIGHTS; Consider an **Ordinance Amendment** to modify Section 515.80, Subd. 8 of the Zoning Ordinance relating to maximum impervious surface coverage in the R-1A, R-1B and R-1C zoning districts \_\_\_\_\_

PUBLIC WORKS:

F. CITY OF INVER GROVE HEIGHTS; Resolution Receiving Feasibility Study, Ordering Project and Approving Proposal from Emmons and Olivier Resources, Inc. for Final Design Engineering Services, Bidding Assistance and Construction Inspection Services for City Project No. 2007-05 – Northwest Area Storm Water Emergency Overflows, Argenta Hills \_\_\_\_\_

G. CITY OF INVER GROVE HEIGHTS; Proposal to Provide Temporary Staff Engineering Services \_\_\_\_\_

H. CITY OF INVER GROVE HEIGHTS; Resolution Accepting Proposal and Awarding Contract for Engineering Final Design Services and Authorizing Preparation of Construction Plans and Specifications for City Project No. 2009-01, Trunk Highway 3 and Proposed 80<sup>th</sup> Street (CSAH 28) Intersection Improvements \_\_\_\_\_

I. CITY OF INVER GROVE HEIGHTS; Resolution Accepting Proposal and Awarding Contract for Preparation of a Feasibility, Engineering Design and Construction Phase Services, and Authorizing Preparation of Construction Plans and Specifications for City Project No. 2008-13 – Courthouse Boulevard Court Street Improvements \_\_\_\_\_

PARKS AND RECREATION:

J. CITY OF INVER GROVE HEIGHTS; Review Southern Lakes Trail Recommendations \_\_\_\_\_

8. MAYOR AND COUNCIL COMMENTS

9. ADJOURN

**INVER GROVE HEIGHTS CITY COUNCIL MEETING MINUTES  
MONDAY, JUNE 23, 2008 - 8150 BARBARA AVENUE**

**CALL TO ORDER/ROLL CALL** The City Council of Inver Grove Heights met in regular session on Monday, June 23, 2008, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:30 p.m. Present were Council members Grannis, Klein, Madden and Piekarski Krech; City Administrator Lynch, Assistant Administrator Teppen, City Attorney Kuntz, Public Works Director Thureen, Community Development Director Link, Finance Director Lanoue, Parks & Recreation Director Carlson and Deputy Clerk Rheaume.

**3. PRESENTATIONS:**

**A.** Introduction of Code Compliance Specialist – Nicole Cook

Nicole Cook, Code Compliance Specialist introduced herself. She said over 100 calls have been received and one of the biggest issues is with foreclosed properties and keeping the lawns cut. Another issue is the safety.

Mayor Tourville noted they will be putting monthly reports on the website.

**4. CONSENT AGENDA:**

Council Member Madden removed item **4A, Minutes of June 9<sup>th</sup> Regular Council Meeting** from the Consent Agenda.

Council member Grannis removed **item 4E, Pay Voucher #2 for Phase II VMCC Refrigeration Project – City Project No. 2008-06, item 4F, Resolution Adopting Special Assessment Against Lot 1, Block 1, Argenta Hills, item 4G, Resolution Receiving Feasibility Report & Scheduling Public Hearing for City Project No. 2009-01 – Trunk Highway 3 & Proposed 80<sup>th</sup> Street Intersection Improvements, item 4H, Approve Geotechnical Services Contract for City Project No. 2003-03, and item 4I, Consider Funding for Groveland Park Hockey Rink Replacement** from the Consent Agenda.

- B. Resolution 08-142** Approving Disbursements for Period Ending June 18, 2008
- C.** Pay Voucher #4 – City Project No. 2006-04, Drilling of City Well No. 9
- D.** Pay Voucher #1 & Change Order #1 – City Project No. 2003-15, Northwest Area Utility Improvements
- J. Resolution 08-146** Approving Individual Project Order No. 7A with Kimley-Horn and Associates, Inc. for City Project No. 2008-10, T.H. 52 East Frontage Road Ravine Storm Water Ponds Final Design and Construction Services
- K. Resolution 08-147** Approving Southern Sanitary Sewer System Improvements Easement Acquisition Settlement – Praxair, Inc. – Parcel 58
- L. Resolution 08-148** Approving Temporary Charitable Gambling Permit - CLIMB Theatre, Inc.
- M.** Approve Massage Therapist License – Jean Helfman
- N.** Eliminate Position of Fire & Life Safety Officer within the Fire Department
- O.** Personnel Actions

**Motion by Madden, seconded by Klein to approve the Consent Agenda.**

**Ayes: 5**

**Nays: 0 Motion carried.**

**A.** Minutes – June 9, 2008 Regular Council Meeting

Council member Madden corrected page 2, 7A. to read: Mr. Link explained the variance is to extend six parking spaces in the parking lot toward Cahill Avenue. He noted they are not adding any parking spaces.

**Motion by Klein, seconded by Grannis to approve the minutes of the June 9<sup>th</sup> Regular Council**

**Meeting with the correction to Item 7A.****Ayes: 5****Nays: 0      Motion carried.****E.      Pay Voucher #2 for Phase II VMCC Refrigeration Project – City Project No. 2008-06**

Council member Grannis pointed out the money being spent on the Community Center. He said the contract amount was \$613,158 and the original amount was \$583,958. He noted it is the last item on the agenda and will be discussed then.

Allan Cedarburg, 1162 E. 82<sup>nd</sup> Street asked what a closed bond fund was.

Mr. Lynch explained that it is a fund established by the City when they go out for public improvement projects bonds are issued when they are completed and if assessments are paid off early or the cost is not was anticipated there are sometimes reserve funds put in closed bond funds.

**Motion by Grannis, seconded by Madden to approve Pay Voucher #2 for Phase II VMCC Refrigeration Project – City Project No. 2008-06****Ayes: 5****Nays: 0      Motion carried.****F.      Resolution Adopting Special Assessment Against Lot 1, Block 1, Argenta Hills**

Council member Grannis said it is a good project and he was not opposed, but now they are getting ten years and a waiver of some fees, which he didn't think was right, so he is now opposed.

Mayor Tourville noted a memo came from the City Attorney.

**Motion by Klein, seconded by Madden to approve Resolution 08-143 adopting Special Assessment Against Lot 1, Block 1, Argenta Hills****Ayes: 4****Nays: 1 (Grannis)      Motion carried.****G.      Resolution Receiving Feasibility Report & Scheduling Public Hearing for City Project No. 2009-01 – Trunk Highway 3 & Proposed 80<sup>th</sup> Street Intersection Improvements**

Council member Grannis stated he didn't approve of the financing with MGT's financial liability limited to \$400,000 maximum even if there is a greater benefit to the property.

Mayor Tourville pointed out it is in accordance with the developer's agreement.

Council member Klein noted the financing is not a done deal.

**Motion by Klein, seconded by Piekarski Krech to approve Resolution No. 08-144 Receiving Feasibility Report & Scheduling Public Hearing for City Project No. 2009-01 – Trunk Highway 3 & Proposed 80<sup>th</sup> Street Intersection Improvements****Ayes: 4****Nays: 1 (Grannis)      Motion carried.****H.      Approve Geotechnical Services Contract for City Project No. 2003-03**

Council member Grannis said he pulled this because of the contract on page 2 of 2 in the addendum under the service agreement, section two talks about the litigation reimbursement and the payment of AET's costs. He said it should have a similar provision to the City. He stated if the City is successful against AET they should be entitled to recover the cost of the litigation.

Mr. Kuntz said he concurs with the comments and it can be added.

Council member Grannis noted it should be with all the contracts.

**Motion by Grannis, seconded by Madden to adopt Resolution 08-145 approving Geotechnical**

**Services Contract for City Project No. 2003-03 with the suggested changes.****Ayes: 5****Nays: 0      Motion carried.****I. Consider Funding for Groveland Park Hockey Rink Replacement**

Council member Grannis pointed out that Lowe's is donating an estimated \$12,000 to \$15,000 towards the cost of the project and thought they should be recognized.

**Motion by Grannis, seconded by Klein to approve funding for Groveland Park Hockey Rink Replacement****Ayes: 5****Nays: 0      Motion carried.****5. PUBLIC COMMENT:**

Mr. Lynch reminded everyone of the new procedures with a limit of five minutes of speaking time and to fill out the information sheet.

**Ed Gunther, 6671 ? Boulevard**, said his area is known as the old village. He talked about the property the County owns that has only been cut three times. **Mr. Gunther** referred to Heritage Park and how last year it was kept cut and now you can't see the signs at the entrance because the grass is so long. He said it has taken a long time before action was taken.

Mayor Tourville said they will get the addresses and make sure it gets cut.

**6. PUBLIC HEARINGS:****A. CITY OF INVER GROVE HEIGHTS; Consider Transfer of Off-Sale/Intoxication Liquor License**

Ms. Rheume explained the transfer by applicant **James Vogt at 9740 South Robert Trail**. She stated they submitted all the required documentation, paid all the fees, provided proof of insurance and a background investigation was completed with no basis for denial found. Ms. Rheume noted that this is thru the end of the calendar year and then they would need to reapply.

**Motion by Madden, seconded by Klein to close the Public Hearing****Ayes: 5****Nays: 0      Motion carried.****Motion by Madden, seconded by Klein to approve the transfer of an Off-Sale/Intoxicating Liquor License from MK Liquor, Inc. dba Trail Liquors to James Vogt dba Trail Liquor for premises located at 9740 South Robert Trail****Ayes: 5****Nays: 0      Motion carried.****B. CITY OF INVER GROVE HEIGHTS; Assessment Hearing for City Project No.2007-09C, Mill & Overlay**

Mr. Thureen stated the total project cost is \$671,604.80 with 487 parcels proposed to be assessed a total of \$419,206.32. There are 133 single family residential units at \$992.46 per lot and 354 multi, commercial or institutional units assessed at a front foot rate of \$18.70. He stated the City pays the cost of the extra width on collector streets and also of the 20% remaining balance. Mr. Thureen explained the proposed term is 5 years with a 6 ¼% interest rate. He noted staff held a neighborhood meeting and adjustments were made from recommendations at the meeting. He said staff is recommending approval.

Mayor Tourville noted there was one letter in the packet.

**Tim Derick, 7382 ? Way**, said he is representing **Traverse Point Association**. He said there are a total of 94 units and only 63 are going to be assessed. He said the property management received no notification

of the meeting. Mr. Derick stated that every homeowner owns a share of the common land. The feeling is that every home in the association should be assessed.

Mayor Tourville explained that they may not be able to show benefit.

Mr. Thureen explained that they are only working with the frontage on Blaine.

Mr. Kuntz said the hearing was already held before they wanted to spread the assessments. There were 63 units that received notices.

Mayor Tourville recommended that the association should get together to figure it out.

Mr. Derick commented on 75<sup>th</sup> and how the whole association was notified. He said it is not fair to the rest of the residents.

Mr. Kuntz said that they could sign a waiver if they were willing to. Mayor Tourville noted that every waiver signed would reduce the general assessment. Mr. Kuntz said they could provide a form of assessment and tax parcel number.

Councilmember Madden said he would like to see a date on the waivers. Mr. Kuntz said 30 days from today. Mr. Thureen asked about waiting to send out the invoices and pointed out the interest free period.

Jim W? , 7330 ? , said he is with the Traverse Point Association and the City is creating the problem by putting it on the association to chase. Mr. Lynch stated they are only required to assess those that benefit.

Allan Johnson, 7459 Carmen Avenue, commented on the project last fall and the sod never being finished. He said he was told it would be done in the spring.

Councilmember Klein said it will get done.

#### **Motion by Klein, seconded by Madden to close the Assessment Hearing**

**Ayes: 5**

**Nays: 0      Motion carried.**

Mr. Kuntz stated the resolution levies the assessment and the five year period and interest rate remain the same. The change is when the interest begins to accrue at 60 days from today's date for the Travers Point Association. All others will be 30 days. Travers Point Association has 31 parcels that have not been assessed and they can file waivers in the next 30 days. The waiver will be based on what the 63 were assessed divided by how many file then recalculated.

#### **Motion by Madden, seconded by Piekarski Krech to approve Resolution No. 08-149 adopting the Assessment Role for City Project No. 2007-09C, Mill & Overlay**

**Ayes: 5**

**Nays: 0      Motion carried.**

#### **C. CITY OF INVER GROVE HEIGHTS; Assessment Hearing for City Project No. 2007-09D, Urban Street Reconstruction - South Grove Area 2**

Mr. Thureen said this includes 3.6 miles of street on 72<sup>nd</sup> and 75<sup>th</sup> and Cahill to Concord. The total project cost is \$3,082,586.87 and they are proposing to assess \$1,537,970.01. The balance will be paid by the Cities water and sewer fund, municipal state aid funds and the pavement management fund. Mr. Thureen explained there are 338 single family residential parcels being assessed \$3,982.85 for the street reconstruction and 364 parcels proposed at just under .11 a square foot for storm sewer. He stated an assessment analysis was done which determined a cap of \$5,000 per parcel. The term is 10 years for street reconstruction at an interest rate of 6 1/4 %. Mr. Thureen noted a neighborhood meeting was held. He said staff is recommending approval.

**Don McCalley, 7291 Dawn,** handed out a packet of pictures. He said the construction is bad and referred to pictures one and two of his driveway with the wire and cement. He noted nothing was done when it could have been.

**Mr. McCalley** said picture three is on 73<sup>rd</sup> and is an apron with no mesh. He said the crew is not doing what they should be. He said he had to park somewhere else for eight days and referred to the vandalism going on with the cars.

**Mr. McCalley** commented on picture four with a pot hole that has water sitting in it. Councilmember Klein asked about the tolerance on those. Mr. Thureen said it can be adjusted and will look at it.

**Mr. McCalley** said picture number five is of the curb and the rain going between the curb and his yard.

**Mr. McCalley** commented on picture number six of his driveway and all the dirt. He said the sod has brown spots between the pieces. He stated the workmanship is bad.

**Mr. McCalley** commented on 72<sup>nd</sup> Street between Dawn and Cooper and said there is a crack in the street and three small cracks closer to Cooper. He noted this is after only one and a half years.

**Mr. McCalley** referred to a meeting on March 24<sup>th</sup> and the talk about the streets falling apart. He said there is a bad base on Dawn Avenue and talked about the busses driving on just a base coat.

**Mr. McCalley** said another issue was the water was shut off for 12 hours with a notice at 5:00 the day before.

Mayor Tourville commented on making sure they are checking on inspections.

**Mike Boldershar, 3341 74<sup>th</sup> Street,** said he is representing the working class and they have fine blacktop on the streets. He said they didn't put storm sewers on 74<sup>th</sup>. He stated he doesn't think the amount is fair and the procedure has to be changed. Mr. **Boldershar** asked that the City Council reconsider the amount and reduce the cost in this time of economic recession. He commented on the City Hall proposals and said the priorities are backwards.

#### **Motion by Klein, seconded by Madden to close the Assessment Hearing**

**Ayes: 5**

**Nays: 0      Motion carried.**

Council member Klein commented on never being happy with the project but said they have to pay the bill. He said they need to make sure the inspectors are doing it right.

#### **Motion by Klein, seconded by Grannis to approve Resolution No. 08-150 adopting the Assessment Role for City Project No. 2007-09D, Urban Street Reconstruction – South Grove Area 2**

**Ayes: 5**

**Nays: 0      Motion carried.**

**D. CITY OF INVER GROVE HEIGHTS;** Consider Modification to the Capital Improvement Plan Relating to the Expansion & Renovation of the Public Safety & Municipal Facility and Consider giving Preliminary Approval to Issue Capital Improvement Plan Bonds in an amount not to exceed \$25,000,000

Ms. Teppen explained the City Attorney has said that the public hearing notice did not set a time and determined the notice to be deficient. The public hearing will be set for July 14<sup>th</sup> at 7:30 p.m. and will be published.

Mayor Tourville said they can still receive comments and they would be part of the hearing. He noted the City Council can't take action and the vote will be on July 14<sup>th</sup>.

**Motion by Klein, seconded by Piekarski Krech to approve Resolution No. 08-156 Re-Scheduling the Public Hearing for July 14, 2008 at 7:30 p.m. in the City Council Chambers**

**Ayes: 5**

**Nays: 0      Motion carried.**

Ms. Teppen reviewed the space needs analysis and said they are expected to be a community of 45,000 in 20 years. Currently the population is 33,000. She said the task force made a recommendation and worked on the schematic design, which was approved on May 12<sup>th</sup>. Ms. Teppen noted an open house was held and written comments were received with the majority supporting the needs. Ms. Teppen read the recommendation.

Mayor Tourville reiterated this will be held off until July 14<sup>th</sup>.

**7. REGULAR AGENDA:**

**ADMINISTRATION:**

**A. CITY OF INVER GROVE HEIGHTS; Consider Approval of Project Manager**

Ms. Teppen said the next two items were assuming the public hearing would have taken place.

Council member Piekarski Krech suggested working on negotiating on the Project Manager.

**Motion by Klein, seconded by Madden, to table Approval of Project Manager to July 14, 2008**

**Ayes: 5**

**Nays: 0      Motion carried.**

**B. CITY OF INVER GROVE HEIGHTS; Consider Approval of Architectural Design Contract**

Council member Grannis questioned page 3, under 2.5, the 2<sup>nd</sup> sentence and asked if the amounts shown are within normal ranges or if there are additional amounts.

Mr. Kuntz said the limits stated are currently held with the architect.

Council member Grannis referred to page 4, under 3.1.2, the 2<sup>nd</sup> sentence at the top on accuracy and completeness and asked what happens if something is incorrect.

Mr. Kuntz said he doesn't see it as an issue. He noted that language is standard in an architect contract and will explore that.

Council member Grannis commented on page 5, under 3.5.3.3 regarding substitutions and asked about the owner approval of those substitutions.

Mayor Tourville suggested not having A & B done on the same night. He said the project manager is going to need to review the contract.

Council member Grannis said that if staff reaches an agreement with a project manager they should be authorized to spend up to a certain amount to review the contract.

Mayor Tourville said they could look at up to \$7,500 which would be reimbursable.

**Motion by Klein, seconded by Piekarski Krech, to Add an addendum to 7A stating further negotiations and if approving a contract to look at authorizing up to \$7,500 to help with contract and take any suggestions by City Council members to Mr. Kuntz.**

Mr. Kuntz clarified that this would be back on the July 14<sup>th</sup> agenda.

**Ayes: 5**

**Nays: 0      Motion carried.**

Mayor Tourville said no action is needed for 7B.

**COMMUNITY DEVELOPMENT:**

**C. VOGEL;** Consider Resolution relating to a Variance from impervious surface requirements to construct a driveway for property located at 6124 Blackberry Way

Mr. Link explained the applicant is looking to construct a driveway. He showed a map of where the property is located. Mr. Link said the maximum allowed is 4,000 square feet and this total comes to 5,460. Mr. Link referred to two items that changed. The first is the northwest zoning ordinance was adopted and the second is the applicant changed the plans to brick. Mr. Link said staff is recommending approval with a hardship being it is necessary to gain access to the house and the driveway dimensions are reasonable. He said the planning commission also recommended approval with additional language to condition number 3 stating the plans are subject to review with the storm sewer and water consultant.

**Motion by Klein, seconded by Madden to approve Resolution No. 08-151 relating to a Variance from impervious surface requirements to construct a driveway for property located at 6124 Blackberry Way**

**Ayes: 5**

**Nays: 0          Motion carried.**

**D. LOWELL;** Consider Resolution relating to a Variance to exceed impervious surface requirements to construct a patio around a pool for property located at 11651 Aileron Circle

Ms. Emmerich explained the applicant would like to construct a concrete patio around the pool. She showed a map of the property location. She stated they already exceed the allowed maximum coverage of 4,000 square feet. Ms. Emmerich said that staff is recommending denial being there is no hardship on the property.

Mayor Tourville commented on doing both impervious pavers and concrete.

Council member Klein commented on the area being flat and asked about the holding pond in the back.

Mr. Lowell said they have had no problems with the pond. He also noted there is a paved walking trail behind the house.

Mayor Tourville commented on updating the ordinance with pools and what pavers are going to be allowed for some flow.

Council member Piekarski Krech said the issue is they are already over the 4,000 square feet and there has to be a hardship.

Mayor Tourville said staff will re-look at the percentages and updating the ordinance with the new technology.

Ms. Emmerich said a report is going to the planning commission on and ordinance amendment.

**Steve Hamb?, Ramsey,** commented on the run off and having rain or rock gardens versus sod.

Ms. Emmerich noted they are looking at the end of August or September to be on the agenda for the first reading. It will be on the City Council agenda on the July 14<sup>th</sup> and 28<sup>th</sup> and staff will include minutes on when it was changed.

Council member Klein asked about passing an ordinance amendment in one reading.

Mr. Kuntz explained the City Council can pass it at one meeting, but the practice has been to have three readings. He said there are three rules; any ordinance could be passed by unanimous vote, the rules could be suspended and passed at one reading and last the zoning ordinance heard at the public hearing could be passed at one reading. He noted it does need to be extended 60 days.

Mayor Tourville suggested that it be tabled to the second meeting in August or sooner.

**Motion by Madden, seconded by Klein to table item to August 25, 2008**

**Ayes: 5**

**Nays: 0 Motion carried.**

**E. FISCHER;** Consider the following resolutions for property located at 8325 Copperfield Way

- i) A Variance to exceed the impervious surface requirements
- ii) A Variance to retain an existing gravel driveway where the ordinance requires all driveways to be constructed of bituminous, concrete or paving blocks
- iii) A Variance to retain the existing gravel driveway which is less than five feet from the side property line

Ms. Emmerich explained this is an R1C single family residential parcel that needs to be brought into compliance. She noted it was originally brought in as a violation and there is a follow up hearing on June 26<sup>th</sup>. Ms. Emmerich stated they are recommending denial because the property doesn't have any special conditions.

Scott Fischer, 8325 Copperfield Way, commented on the water run off being treated by the pond. He referred to the Vogel's property heard previously. He said he has 17% impervious surface coverage.

Council member Klein clarified that it is a city owned pond.

Mr. Fischer talked about the other existing gravel driveways.

Mayor Tourville noted they are all in violation and will be dealt with.

Council member Madden said he is asking for three things that aren't allowed.

Mr. Fischer talked about the property lines and said he can't find the irons. Mr. Fischer said he asked to review the complaint.

Mayor Tourville said there can be anonymous complaints.

Ms. Emmerich stated that the variances would not be necessary if the driveway was narrowed and paved.

***Motion by Piekarski Krech, seconded by Madden to deny all three variance requests and to adopt Resolution No. 08-152***

Council member Grannis noted he is an immediate neighbor and will be abstaining from voting.

**Ayes: 4**

**Nays: 0**

**Abstain: 1 (Grannis) Motion carried.**

**PUBLIC WORKS:**

**F. CITY OF INVER GROVE HEIGHTS;** Resolution Receiving Bids & Awarding Contract for City Project No. 2008-09H, South Grove Sod Replacement

Mr. Thureen explained this is the 2006 project area that is in need of sod replacement. He said they received one bid to start the work right away and add an extra 30 days of watering. The low bid was from **Urban Companies**. The other option is to wait until the hottest part of the summer is over and use the standard procedure where the contractor is responsible for watering 30 days and the low bid for that came from **Brown Turf Farm**.

Council member Piekarski Krech asked if there were references on **Urban Companies**.

Mr. Thureen said there were no issues.

Council member Madden said the difference is \$100 and **Brown** did it the first time.

Council member Grannis said he would like to try **Urban Companies** and start now.

Mr. Thureen stated there will be an inspector assigned to watch the job closely.

**Motion by Klein, seconded by Grannis to approve Resolution No. 08-153 Receiving Bids & Awarding Contract to Urban Companies for City Project No. 2008-09H, South Grove Sod Replacement**

**Ayes: 5**

**Nays: 0      Motion carried.**

**G. CITY OF INVER GROVE HEIGHTS;** Resolutions Receiving Feasibility Report, Authorizing Plans & Specifications and Scheduling Public Hearing for City Project No. 2008-09F

Mr. Thureen talked about the letters and phone calls received on this issue. He said they want to move the project forward to deal with it this year. He explained the road is 17-20 years old. Mr. Thureen said a feasibility report was prepared using the standard practice and the results are high assessments, which are based on only partial information. He said they will also be having an informational meeting. Mr. Thureen suggested moving forward in order to build something this year.

Councilmember Madden questioned lot number 1. Mr. Thureen explained that is City owned property and has a different class.

Councilmember Klein clarified that they are just looking at the specifications and gathering the information, not ordering the project.

Mr. Thureen noted the neighborhood meeting is scheduled for July 16<sup>th</sup>.

**Paul Johnston, 2170 63<sup>rd</sup> Street**, said there are sections being replaced that don't need to be. He commented on the road being affected by the storm sewer system. **Mr. Johnston** stated this road was done in 1988 and has not been touched by the city since. He commented on the \$12,000-\$13,000 assessment and said he has never seen one that high.

Mayor Tourville said they agree it is a bad road and needs to be fixed. He explained that they need to gather more information to be presented at the neighborhood meeting.

**Mr. Johnston** said they agree they all want the road fixed but they are asking to not accept this and send it back. Councilmember Piekarski Krech explained that a feasibility report basically says things are wrong with the street. Mr. Johnston said not to move too fast.

**?, 6304 Valentine Avenue**, commented on the former City Council member sending the letter and then it being on full track to get done right away. He said this project doesn't have to be done this year. He said information needs to be provided and it needs to be done fairly. He stated the streets haven't been taken care of.

**Phil Mc?**, said he is new to the community and referred to St. Paul's roads never being replaced. He said he has asked three times for the engineering records and hasn't received anything. He said it has not been maintained properly. He requested they have the maintenance records before the meeting. **Mr. ?** said there are a lot of hard feelings and they don't see why they should have to pay for this.

Mr. Thureen noted the meeting will be led by city staff to discuss the project. They will be sending out notices with the time and location. Mayor Tourville said the maintenance information will be available before the meeting.

John F?, professional Engineer and Land Surveyor, said he was hired to do the grading plan for the first base. He stated the city designed the road and had inspectors out there. He said they all want the road to

be fixed but cheaper. He commented on it be a collector street and said he would like to see something connected to the sidewalk. Mr. ? talked about the sound wall improvements in the future. He said he requests that Mr. Thureen talk with Pete because he knows what is out there and noted there are springs in that area.

Ryan Wilson, 6310 Beckman, showed the chart with the red line between 13 and 14, which was put in at the time of the original design. He handed out a packet and said unit 21 including Beckman is in excellent condition. The corner of 63<sup>rd</sup> and Beckman could use tar and overlay. Mr. Wilson commented on the engineer not getting out and looking at it.

Ken Booker, 2106 63<sup>rd</sup> Street, talked about it being pushed through to get it done this year and said it doesn't need to be done this year. He referred to section 8 thru 19 and said there is nothing wrong there. He said asking for plans and specifications before knowing what is needed is the wrong way to do it.

Brian Howard, 1965 63<sup>rd</sup> Street, said he was the one that wrote the letter. He pointed out the problem on the map. Mr. Howard said they were very alarmed with the assessments. He noted the intent of the letter was to have it looked at, but there are still a lot of issues.

Jeff Uhaul, 6350 Trail, commented on "justice for all" and said that there are three streets that come in there and everyone should pay an equal share.

Jana Starzo, 2518 63<sup>rd</sup> Street, said her property is number 19. She said she has been a resident of the community for over 50 years and has never seen a road like this. She commented on being told they is never any money. Ms. Starzo said they need to look at what needs to be done.

Mayor Tourville reiterated the official notices will be sent out. He said they have heard from many that they don't want the "fast track".

Councilmember Grannis commented on holding off on the plans and specifications until after the neighborhood meeting.

Mr. Thureen explained that the estimates are based on recent projects.

Councilmember Klein commented on the initial figures usually being higher than the actual.

Ms. Starzo stated there has not been maintenance on 63<sup>rd</sup> Street.

Councilmember Madden stated the streets should have been maintained better and they are trying to get the streets up to grade.

Council member Piekarski Krech confirmed that the general consensus is to do the neighborhood meeting first.

Mr. Johnston said they need more information before they move on.

Mr. Thureen said they will hold a neighborhood meeting on July 16, 2008.

**Motion by Madden, seconded by Klein to approve Resolution No. 08-154 Receiving the Feasibility Report for City Project No. 2008-09F**

**Ayes: 5**

**Nays: 0**

**Motion carried.**

**H. CITY OF INVER GROVE HEIGHTS;** Resolutions Receiving Feasibility Report, Authorizing Plans & Specifications and Scheduling Public Hearing for City Project No. 2008-09G

Mr. Thureen explained the problem being on a segment of Cahill. He said AET took borings and put together a feasibility report to identify parcels that could be assessed and to come up with a cost estimate for a mill and overlay. He noted it is about one mile of street. Mr. Thureen showed a map of the proposed assessed properties.

Mayor Tourville pointed out the map needs to be corrected to say mill and overlay not street reconstruction.

**Motion by Piekarski Krech, seconded by Madden to approve Resolution No. 08-155 Receiving Feasibility Report, Authorizing Plans & Specifications and Scheduling Public Hearing for City Project No. 2008-09G**

**Ayes: 4**

**Nays: 0      Motion carried.**

**PARKS AND RECREATION:**

**I. JANE NELSON;** Consider Parkland Buffer Planting Request for property located at 8845 Coffman Path

Mr. Carlson said this is related to the buffer planting policy and the applicant is requesting to plant five trees on city property behind the residential property. The park and recreation commission recommended approval on a 9-0 vote. Mr. Carlson stated that section 3.6 should be struck from the agreement because they are basically donating the five trees to public property.

Council member Piekarski Krech asked how they determine where the trees get planted.

Mr. Carlson said they will work with staff to determine the exact location.

**Motion by Grannis, seconded by Madden to approve Parkland Buffer Planting Request for property located at 8845 Coffman Path**

**Ayes: 5**

**Nays: 0      Motion carried.**

**J. CITY OF INVER GROVE HEIGHTS;** Discuss IGHAA Request for Reduced Ice Rates for the 2008-09 Hockey Season

Mr. Carlson explained the request is for an hourly reduction in the ice rate. He said the association has 340 kids and 18 teams. The request is for \$10/hour less, which would result in a loss of \$10,000. He said there is information on other arena ice rates and \$185 is an average.

Mr. Carlson stated the park and recreation commission voted 6-3 to approve the \$10/hour reduction rate.

Councilmember Grannis commented on the set rates and dealing with operation costs.

Councilmember Piekarski Krech asked what the school district pays. Mr. Carlson responded \$185/hour for prime time ice.

Mayor Tourville clarified that the Hockey Association is the largest renter at 1,000 hours. Mr. Carlson said yes and the school district uses 370 hours in the winter season.

Mayor Tourville noted he supports the recommendation.

Mr. Carlson said they can sit down and look at the schedules to sell more hours.

Councilmember Grannis talked about the financial audit of the community center and said he sees it as a big problem. He said if it is done for them there will be others coming and asking.

Councilmember Piekarski Krech said the fees should be negotiated on a separate basis.

Mr. Carlson suggested reducing the payment by \$10,000 a year.

Councilmember Madden said he agrees with Councilmember Grannis and setting a standard.

Mayor Tourville commented on the association looking at other areas and the possibility of losing them.

Willie Krech, 9574 Inver Grove Trail, said he is involved with sports and commented on the financial report of the golf course. He said the kids need to be supported. Mr. Krech said they are losing money in gambling and are just asking for the same rate as last year. He said they can work with the ice director to sell other hours.

Councilmember Piekarski Krech clarified that nobody else buys more than 80 hours.

Tom Witham, 9078 Cheney Trail, said he is the Ice Coordinator and they are requesting the reduction to try and get more kids to play hockey. He referred to the costs going up and how they are losing kids because of that. He said they are trying to work with sponsors to make up for the gambling loss.

**Motion by Klein, seconded by Tourville, to maintain the \$185/hour ice rate but for anyone with 800 hours or more a break will be given to \$175/hour for prime time ice.**

Mr. Carlson noted that prime time is Monday thru Friday from 3:00 p.m. to 10:00 p.m. and Saturday and Sunday from 7:00 a.m. to 9:00 p.m. which is in the arena management language.

Councilmember Madden said based on what's been said he can support the condition.

Mr. Lynch commented on the financial operations and said a budget has been established based on the known revenue quantity and costs and this would change that formula. There would also need to be a change in the agreement with the hockey association

Mayor Tourville directed staff to sit down with the association work look at ice schedules.

Mr. Lynch suggested having it for next year so they can plan and budget for it.

Mr. Carlson clarified that the understanding with the association is to adjust the ice hours to free up some time to sell to other groups. He noted there needs to be cooperation. Mr. Witham said that sounds reasonable.

Mayor Tourville reiterated it would be more devastating if they go somewhere else and said it is market driven.

**Ayes: 4**

**Nays: 1 (Grannis) Motion carried**

Mr. Lynch clarified that this is for the 2008-2009 hockey season and stated there needs to be a change in the contract which will be brought back.

**Motion by Klein, seconded by Tourville to maintain the \$185/hour rate and to reduce the rate to \$175/hour for those renting 800 or more hours of ice time in a season with the understanding that not all of the hours rented would be prime-time.**

**Ayes: 4**

**Nays: 1 (Grannis) Motion carried.**

**8. MAYOR AND COUNCIL COMMENTS:**

Council member Klein commented on the number of lakes & ponds within the City that are covered with green algae.

Mr. Carlson responded that staff is checking treatment options via the DNR.

Council member Grannis reminded everyone that July 1<sup>st</sup> thru July 15<sup>th</sup> people can file for City Council seats.

**9. ADJOURN:** Motion by Piekarski Krech, seconded by Klein to adjourn. The meeting adjourned by unanimous vote at 12:10 a.m.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Meeting Date: July 14, 2008  
 Item Type: Consent  
 Contact: Cathy Shea 651-450-2521  
 Prepared by: Cathy Shea Asst. Finance Director  
 Reviewed by: N/A

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

**PURPOSE/ACTION REQUESTED**

Approve the attached resolution approving disbursements for the period of June 19, 2008 to July 9, 2008.

**SUMMARY**

Shown below is a listing of the disbursements for the various funds for the period ending July 9, 2008. The detail of these disbursements is attached to this memo.

General & Special Reveune	\$211,683.81
Debt Service & Capital Projects	1,712,550.91
Enterprise & Internal Service	290,425.28
Escrows	<u>50,483.55</u>
Grand Total for All Funds	<u><u>\$2,265,143.55</u></u>

If you have any questions about any of the disbursements on the list, please call me at 651-450-2521 or Vickie Gray, Accounting Technician at 651-450-2515.

Attached to this summary for your action is a resolution approving the disbursements for the period June 19, 2008 to July 9, 2008, and the listing of disbursements requested for approval.

**DAKOTA COUNTY, MINNESOTA**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING DISBURSEMENTS FOR THE  
PERIOD ENDING JULY 9, 2008**

**WHEREAS**, a list of disbursements for the period ending July 9, 2008 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	\$ 211,683.81
Debt Service & Capital Projects	1,712,550.91
Enterprise & Internal Service	290,425.28
Escrows	<u>50,483.55</u>
 Grand Total for All Funds	 <u>\$ 2,265,143.55</u>

Adopted by the City Council of Inver Grove Heights this 14th day of July, 2008.

Ayes:

Nays:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Rheaume, Deputy City Clerk

Prepared: 07/09/2008, 13:11:46  
 Program: GM179L  
 Bank: 00 City of Inver Grove Heights

City of Inver Grove Heights  
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/20/2008	88889	SENSEIBLE LAND USE COALI	attendee: tom link	101-3000-419.50-80		6/2008 * Total	35.00 35.00
06/24/2008	88892	OLD WORLD PIZZA	city of inver grove	101-1000-413.50-75		6/2008 * Total	128.07 128.07
06/25/2008	88894	ADAMS, BETHANY	digital camera	101-1100-413.60-65		6/2008 * Total	200.00 200.00
06/25/2008	88899	BITUMINOUS ROADWAYS, IN	acct 35265	101-5200-443.60-16		6/2008 * Total	733.47 733.47
06/25/2008	88910	CULLIGAN	acct 157084591188	101-4200-423.60-65		6/2008 * Total	2.75 2.75
06/25/2008	88912	DAKOTA CTY PROPERTY REC	city of inver grove hgts	101-2000-415.30-70		6/2008	1.20
			city of inver grove hgts	101-4000-421.30-70		6/2008	3.36
			city of inver grove hgts	101-5100-442.30-70		6/2008 * Total	108.16 112.72
06/25/2008	88914	DAKOTA ELECTRIC ASSN	acct 1093947	101-5400-445.40-20		6/2008 * Total	934.18 934.18
06/25/2008	88915	DANNER LANDSCAPING	city of inver grove	101-5200-443.60-16		6/2008 * Total	23.43 23.43
06/25/2008	88917	DELL MARKETING	cust 019368783	101-4000-421.80-80		6/2008 * Total	1,443.36 1,443.36
06/25/2008	88919	EMMERICH, JENNIFER	parking fee for meeting	101-3200-419.50-80		6/2008 * Total	22.00 22.00
06/25/2008	88922	FITZCO INC	acct 4inver	101-4000-421.60-65		6/2008 * Total	327.35 327.35
06/25/2008	88923	G & K SERVICES	acct 7494701	101-5200-443.60-45		6/2008	102.08
			acct 7494701	101-6000-451.60-45		6/2008 * Total	121.44 223.52
06/25/2008	88926	GUSTAFSON, SHELLEY & TH	application fee	101-0000-341.30-00		6/2008 * Total	200.00 200.00
06/25/2008	88929	HEALTH EAST TRANSPORTAT	inver grove hgts	101-4200-423.30-70		6/2008 * Total	2,790.00 2,790.00
06/25/2008	88931	HENNEPIN TECHNICAL COLL	acct 168984	101-4200-423.30-70		6/2008 * Total	80.00 80.00
06/25/2008	88934	HSBC BUSINESS SOLUTIONS	acct 7737040901315458	101-4000-421.60-65		6/2008 * Total	39.68 39.68
06/25/2008	88937	J-C PRESS	1598	101-1100-413.60-65		6/2008 * Total	117.15 117.15

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/25/2008	88941	LANOUE, ANN	gfoa confereence-shuttle gfoa confer-meals/hotel	101-2000-415.50-65 101-2000-415.50-75		6/2008 6/2008 * Total	11.00 722.68 733.68
06/25/2008	88945	LEVANDER, GILLEN & MILL	client 81000e client 81000e client 81000e client 81000e client 81000e client 81000e client 81000e client 81000e client 81000e	101-1000-413.30-40 101-1000-413.30-42 101-1100-413.30-42 101-3200-419.30-42 101-3300-419.30-42 101-4000-421.30-42 101-5000-441.30-42 101-5100-442.30-42 101-6000-451.30-42		6/2008 6/2008 6/2008 6/2008 6/2008 6/2008 6/2008 6/2008 * Total	240.00 5,098.49 48.00 708.70 124.00 316.00 2,340.00 252.80 36.00 9,163.99
06/25/2008	88946	LEVANDER, GILLEN & MILL	client 92000e	101-4000-421.30-41		6/2008 * Total	22,498.82 22,498.82
06/25/2008	88948	LOCAL GOVERNMENT INFORM	cust 106325	101-4000-421.70-30		6/2008 * Total	3,670.00 3,670.00
06/25/2008	88953	MN BOARD OF AELSLAGID	scott thureen	101-5100-442.50-70		6/2008 * Total	120.00 120.00
06/25/2008	88954	MN BOARD OF AELSLAGID	steve dodge	101-5100-442.50-70		6/2008 * Total	120.00 120.00
06/25/2008	88957	MN LIFE INSURANCE CO	policy 0027324 policy 0027324	101-0000-203.09-00 101-1100-413.20-62 101-2000-415.20-62 101-3000-419.20-62 101-3200-419.20-62 101-3300-419.20-62 101-4000-421.20-62 101-4200-423.20-62 101-5000-441.20-62 101-5100-442.20-62 101-5200-443.20-62 101-6000-451.20-62		6/2008 6/2008 6/2008 6/2008 6/2008 6/2008 6/2008 6/2008 6/2008 6/2008 6/2008 6/2008 * Total	1,652.29 71.80 84.85 26.83 37.20 65.32 454.70 34.98 17.80 90.64 72.92 84.46 2,693.79
06/25/2008	88958	NORTH COUNTRY INTERIORS	city of inver grove	101-1100-413.30-70		6/2008 * Total	258.50 258.50
06/25/2008	88962	PAPCO, INC.	cust id cit012	101-6000-451.60-11		6/2008 * Total	339.48 339.48
06/25/2008	88967	PRAIL, RYAN V	food during training	101-4000-421.50-75		6/2008 * Total	21.33 21.33
06/25/2008	88969	REGINA MEDICAL CENTER	city of inver grove	101-4000-421.30-70		6/2008 * Total	237.00 237.00

City of Inver Grove Heights  
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/25/2008	88972	SCHWAAB, INC	cust 9825c	101-3300-419.60-40		6/2008 * Total	50.58 50.58
06/25/2008	88975	ST. PAUL HARLEY-DAVIDSO	inver grove hgts pd	101-4000-421.70-30		6/2008 * Total	1,050.00 1,050.00
06/25/2008	88976	STREICHER'S	cust 285	101-4000-421.60-18		6/2008 * Total	1,868.52 1,868.52
06/25/2008	88978	TEPPEN, JENELLE	pop/ice council meeting	101-1000-413.50-75		6/2008 * Total	27.86 27.86
06/25/2008	88979	THORNTON, SANDY	city of inver grove	101-4200-423.60-40		6/2008 * Total	91.90 91.90
06/25/2008	88980	TIMESAVER OFF SITE SECR	city of inver grove	101-1100-413.30-70		6/2008 6/2008 * Total	348.00 263.60 611.60
06/25/2008	88985	UNIFORMS UNLIMITED	acct i14866	101-4000-421.60-45		6/2008	142.40-
			acct i14866	101-4000-421.60-45		6/2008	150.00-
			acct b15130	101-4000-421.60-45		6/2008	355.72
			acct b15130	101-4000-421.60-45		6/2008	239.50-
			acct b15130	101-4000-421.60-45		6/2008	369.85
			acct i14866	101-4000-421.60-45		6/2008 * Total	30.16 223.83
06/25/2008	88986	UNITED PARCEL SERVICE	shipper v4650v	101-5200-443.60-16		6/2008 * Total	29.88 29.88
06/25/2008	88988	US POSTMASTER	city of inver grove	101-1100-413.50-32		6/2008 * Total	1,957.50 1,957.50
07/02/2008	89002	ACE PAINT & HARDWARE	cust 1126	101-4200-423.60-65		6/2008	21.28
			cust 1126	101-4200-423.60-65		6/2008	7.98
			cust 1126	101-5200-443.60-16		7/2008 * Total	14.00 43.26
07/02/2008	89004	ADVANCED TECHNOLOGY SYS	cityinver	101-4200-423.60-65		7/2008 * Total	916.97 916.97
07/02/2008	89005	AFSCME COUNCIL 5	city of inver grove hgts	101-0000-203.10-00		7/2008 * Total	876.92 876.92
07/02/2008	89006	AICPA DUES PROCESSING	member; catherine shea	101-2000-415.50-70		7/2008 * Total	200.00 200.00
07/02/2008	89007	AICPA DUES PROCESSING	member; ann lanoue	101-2000-415.50-70		7/2008 7/2008 * Total	200.00 145.00 345.00
07/02/2008	89013	BAARS MECHANICAL, INC.	city of inver grove	101-6000-451.40-40		7/2008 * Total	251.62 251.62

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/02/2008	89016	BENSON SEPTIC SERVICE	city of inver grove	101-6000-451.40-47		7/2008 * Total	3,940.95 3,940.95
07/02/2008	89030	COORDINATED BUSINESS SY	cust 4502512	101-4000-421.40-44		6/2008 * Total	196.19 196.19
07/02/2008	89031	CRAWFORD DOOR SALES OF	cust 4373	101-4200-423.40-40		7/2008 * Total	466.40 466.40
07/02/2008	89032	DANNER LANDSCAPING	inver grove hgts inver grove hgts inver grove hgts	101-6000-451.60-16 101-6000-451.60-16 101-6000-451.60-16		7/2008 7/2008 7/2008 * Total	53.25 106.50 26.63 186.38
07/02/2008	89033	EARL F ANDERSEN INC	cust no op4094	101-6000-451.40-47		7/2008 * Total	1,349.04 1,349.04
07/02/2008	89039	FOX, KIM	food for meeting	101-3000-419.60-65		7/2008 * Total	85.76 85.76
07/02/2008	89041	G & K SERVICES	cust 7494701 cust 7494701 cust 7494701 cust 7494701	101-5200-443.60-45 101-6000-451.60-45 101-5200-443.60-45 101-6000-451.60-45		6/2008 6/2008 7/2008 7/2008 * Total	118.31 58.53 102.08 64.22 343.14
07/02/2008	89044	GOVERNMENT FINANCE OFFI	member; cathy shea	101-2000-415.50-70		7/2008 * Total	150.00 150.00
07/02/2008	89052	HOME DEPOT CREDIT SERVI	cust 6035322502554813	101-4200-423.60-65		6/2008 * Total	190.64 190.64
07/02/2008	89055	INVER GROVE FORD	cust 112594917	101-4000-421.70-30		6/2008 * Total	266.25 266.25
07/02/2008	89057	IUOE	city of inver grove hgts	101-0000-203.10-00		7/2008 * Total	1,439.58 1,439.58
07/02/2008	89063	LELS	city of inver grove hgts	101-0000-203.10-00		7/2008 * Total	1,170.00 1,170.00
07/02/2008	89064	LELS SERGEANTS	city of inver grove hgts	101-0000-203.10-00		7/2008 * Total	210.00 210.00
07/02/2008	89070	MIDWEST CHILDREN'S RESO	city of inver grove pd	101-4000-421.30-70		6/2008 * Total	21.30 21.30
07/02/2008	89074	MTI DISTRIBUTING CO	acct 91180 acct 91180	101-6000-451.40-47 101-6000-451.40-47		7/2008 7/2008 * Total	184.99 897.56 1,082.55
07/02/2008	89077	NEXTEL COMMUNICATIONS	acct 2493883315 acct 2493883315	101-5000-441.50-20 101-5200-443.50-20		7/2008 7/2008	40.46 226.06

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/02/2008	89082	PEARL VALLEY ORGANIX, I	cust; inver	101-6000-451.60-30		* Total	266.52
07/02/2008	89084	PINE BEND PAVING, INC.	city of inver grove hgts	101-6000-451.40-47		* Total	16,165.51
07/02/2008	89086	PRECISION DATA SYSTEMS	A/P & Payroll laser cks	101-2000-415.50-30		* Total	254.94
07/02/2008	89089	PX PRODUCTS CO	city of inver grove hgts	101-6000-451.60-11		* Total	254.94
07/02/2008	89090	QWEST	acct 6515520572	101-6000-451.50-20		* Total	754.60
07/02/2008	89091	QWEST	acct 6514530219	101-6000-451.50-20		* Total	754.60
07/02/2008	89094	RIVER HEIGHTS CHAMBER O	city of inver grove hgts	101-1100-413.50-70		* Total	345.92
07/02/2008	89101	SIGNAL PRO EQUIPMENT	cust 30035	101-6000-451.60-40		* Total	345.92
07/02/2008	89103	SMITH-THILL, JUDY	original ck 86451	101-4200-423.20-30		* Total	40.94
07/02/2008	89105	STREICHER'S	acct 153162	101-4000-421.60-45		* Total	40.94
07/02/2008	89111	TRACTOR SUPPLY CREDIT P	acct 6035301200183679	101-6000-451.60-12		* Total	137.99
07/02/2008	89114	UNITED WAY	city of inver grove hgts	101-0000-203.13-00		* Total	137.99
07/02/2008	89116	VERIZON WIRELESS	acct 380564963	101-5200-443.50-20		* Total	323.07
07/02/2008	89119	WAL-MART BUSINESS	acct 6032202530257113	101-4000-421.60-65		* Total	323.07
07/02/2008	89123	XCEL ENERGY	acct 5147791673	101-6000-451.40-10		* Total	69.96
07/09/2008	89133	ARROWWOOD RESORT & CONF	cathy shea - city of igh	101-2000-415.50-75		* Total	69.96
07/09/2008	89134	B & K TRAINING, LLC	inver grove hgts pd	101-4000-421.50-80		* Total	14.70
						* Total	46.39
						* Total	61.09
						* Total	181.00
						* Total	181.00
						* Total	8.35
						* Total	8.35
						* Total	70.34
						* Total	70.34
						* Total	182.17
						* Total	436.10
						* Total	618.27
						* Total	651.78
						* Total	651.78
						* Total	2,200.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/09/2008	89136	BARR ENGINEERING COMPAN	cust 312-00	101-5100-442.30-30		* Total	2,200.00
						7/2008	1,291.00
						* Total	1,291.00
07/09/2008	89139	BITUMINOUS ROADWAYS, IN	inver grove hgts	101-5200-443.60-16		7/2008	1,191.07
						* Total	1,191.07
07/09/2008	89141	BRINKMAN, AMY	pop	101-5000-441.50-75		7/2008	28.32
						* Total	28.32
07/09/2008	89150	COPY RIGHT	cust 1040	101-4000-421.50-30		7/2008	178.30
						* Total	178.30
07/09/2008	89157	DAKOTA ELECTRIC ASSN	acct 4267134	101-5400-445.40-20		7/2008	28.70
						* Total	28.70
07/09/2008	89165	EMMONS & OLIVIER RESOUR	city of inver grove	101-5100-442.30-30		7/2008	2,943.14
						* Total	2,943.14
07/09/2008	89168	FIRE FINDINGS	subscription 08-09	101-4200-423.50-70		7/2008	51.00
						* Total	51.00
07/09/2008	89174	GLASSING FLORIST	ACCT 2015	101-4000-421.60-65		7/2008	37.25
						* Total	37.25
07/09/2008	89175	GRAND VIEW LODGE	acct vl89	101-4000-421.50-80		7/2008	14.42
						* Total	14.42
07/09/2008	89177	HARDWOOD CREEK LUMBER,	city of inver grove hgts	101-5100-442.60-65		7/2008	259.26
						* Total	259.26
07/09/2008	89184	INTOXIMETERS	cust mminvo	101-4000-421.60-65		7/2008	136.49
						* Total	136.49
07/09/2008	89191	LEXISNEXIS	acct1369635	101-4000-421.50-20		7/2008	64.20
						* Total	64.20
07/09/2008	89192	LILLIE SUBURBAN NEWSPAP	cust 1363	101-2000-415.50-25		7/2008	417.06
			cust 1363	101-3200-419.50-25		7/2008	9.93
			cust 1363	101-1100-413.50-25		7/2008	6.62
			cust 1363	101-1100-413.50-25		7/2008	660.35
						* Total	1,093.96
07/09/2008	89198	METROPOLITAN COUNCIL EN	city of inver grove	101-0000-341.40-00		7/2008	18.25
						* Total	18.25
07/09/2008	89199	MN GFOA	attende; cathy shea	101-2000-415.50-80		7/2008	450.00
						* Total	450.00
07/09/2008	89200	MN LOCKS	acct 117	101-4000-421.60-65		7/2008	462.70
						* Total	462.70

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07/09/2008	89201	MN NCPERS LIFE INSURANC	city of inver grove	101-0000-203.16-00		7/2008 * Total	336.00 336.00
07/09/2008	89202	MN STATE RETIREMENT SYS	mn tax 8022953	101-0000-203.22-00		7/2008 * Total	5,939.79 5,939.79
07/09/2008	89203	MN STATE RETIREMENT SYS	mn tax 8022953	101-0000-203.22-00		7/2008 * Total	28,891.47 28,891.47
07/09/2008	89208	NEXTEL COMMUNICATIONS	acct 573073317	101-1100-413.50-20		7/2008 * Total	302.65 302.65
07/09/2008	89211	NORTHWEST LASERS, INC.	city of inver grove hgts	101-5100-442.60-65		7/2008 * Total	567.91 567.91
07/09/2008	89223	QUALITY BRUSH & STUMP R	city of inver grove	101-5200-443.40-46		7/2008 * Total	1,946.45 1,946.45
07/09/2008	89230	SAM'S CLUB	acct 7715090061172300	101-1100-413.60-18		7/2008 * Total	249.32 249.32
07/09/2008	89231	SAM'S CLUB	acct 7715090401334891 acct 7715090401334891	101-4200-423.60-11 101-4200-423.60-65		7/2008 7/2008 * Total	228.67 22.86 251.53
07/09/2008	89236	SIRCHIE FINGER PRINT LA	cust 55077	101-4000-421.60-65		7/2008 * Total	247.56 247.56
07/09/2008	89237	SPRINT	166309819	101-4000-421.50-20		7/2008 * Total	375.30 375.30
07/09/2008	89239	STATE OF MN - CRIMINAL	ACCT 1298-1	101-4000-421.40-44		7/2008 * Total	390.00 390.00
07/09/2008	89241	STRAIGHT RIVER MEDIA	city of inver grove hgts	101-1100-413.50-32		7/2008 * Total	900.00 900.00
07/09/2008	89244	T MOBILE	acct 494910368	101-5100-442.50-20		7/2008 * Total	99.98 99.98
07/09/2008	89245	TEPPEN, JENELLE	boxes for retirements	101-5000-441.50-75		7/2008 * Total	115.90 115.90
07/09/2008	89246	TERRI KENISON	city of inver grove fd	101-4200-423.40-40		7/2008 * Total	905.25 905.25
07/09/2008	89247	TIMESAVER OFF SITE SECR	city of inver grove	101-1100-413.30-70		7/2008 * Total	474.60 474.60
07/09/2008	89249	UNITED PARCEL SERVICE	shipper v4650v	101-5200-443.60-16		7/2008 * Total	19.86 19.86
07/09/2008	89251	USA MOBILITY WIRELESS I	acct 61192662	101-4000-421.50-20		7/2008	14.47





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07/09/2008	89229	S. M. HENTGES & SONS, I	hilltop school safe route	427-5913-727.80-30	0713	7/2008 * Total	53,216.85 53,216.85
2 Checks ** Fund Total							53,890.75
06/25/2008	88916	DCA TITLE	city of inver grove hgts	428-5910-728.80-10	0810	6/2008	425.00
			city of inver grove hgts	428-5910-728.80-10	0810	6/2008	345.00
			city of inver grove hgts	428-5910-728.80-10	0810	6/2008	345.00
* Total							1,115.00
06/25/2008	88945	LEVANDER, GILLEN & MILL	client 81000e	428-5910-728.30-42	0810	6/2008	114.00
			client 81000e	428-5911-728.30-42	0811	6/2008	373.00
* Total							487.00
07/09/2008	89136	BARR ENGINEERING COMPAN	cust 312-00	428-5910-728.30-34	0810	7/2008	891.25
* Total							891.25
07/09/2008	89188	KIMLEY-HORN & ASSOCIATE	city of inver grove hgts	428-5910-728.30-30	0810	7/2008	1,690.70
			city of inver grove hgts	428-5910-728.30-30	0810	7/2008	5,621.99
			city of inver grove hgts	428-5911-728.30-30	0811	7/2008	26,616.60
* Total							33,929.29
07/09/2008	89240	STEVENS ENGINEERS INC	city of inver grove	428-5906-728.30-30	0806	7/2008	2,082.32
* Total							2,082.32
07/09/2008	89248	TOTAL CONSTRUCTION & EQ	kryzer addition drainage	428-5914-728.80-30	0814	7/2008	11,919.60
* Total							11,919.60
6 Checks ** Fund Total							50,424.46
06/25/2008	88945	LEVANDER, GILLEN & MILL	client 81000e	440-5900-740.30-42	0809D	6/2008	1,261.40
* Total							1,261.40
07/09/2008	89129	AMERICAN ENGINEERING TE	cust no inv001	440-5900-740.30-34	0809G	7/2008	2,237.00
* Total							2,237.00
07/09/2008	89131	ARCON CONSTRUCTION CO I	south grove reconstructio	440-5900-740.80-30	0809D	7/2008	432,302.14
* Total							432,302.14
07/09/2008	89136	BARR ENGINEERING COMPAN	cust 312-00	440-5900-740.30-30	0809D	7/2008	631.00
* Total							631.00
07/09/2008	89188	KIMLEY-HORN & ASSOCIATE	city of inver grove hgts	440-5900-740.30-30	0809D	7/2008	41,822.30
			city of inver grove hgts	440-5900-740.30-30	0809D	7/2008	11,921.30
* Total							53,743.60
07/09/2008	89192	LILLIE SUBURBAN NEWSPAP	cust 1363	440-5900-740.50-25	0809C	7/2008	51.28
* Total							51.28
07/09/2008	89212	NORTHWEST SEALING	joint & cracksealing	440-5900-740.40-46	0809A	7/2008	61,217.24
* Total							61,217.24
07/09/2008	89225	REED BUSINESS INFORMATI	city of inver grove hgts	440-5900-740.50-25	0809H	7/2008	217.62



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06/25/2008	88915	DANNER LANDSCAPING	inver grove hghts	501-7100-512.60-16		6/2008 * Total	11.72 11.72
06/25/2008	88923	G & K SERVICES	acct 7494701	501-7100-512.60-45		6/2008 * Total	25.77 25.77
06/25/2008	88925	GRAYBAR	acct 101705 acct 101705	501-7100-512.60-16 501-7100-512.60-16		6/2008 6/2008 * Total	262.21 230.16 492.37
06/25/2008	88957	MN LIFE INSURANCE CO	policy 0027324	501-7100-512.20-62		6/2008 * Total	50.87 50.87
06/25/2008	88974	SHERWIN-WILLIAMS	cust 668254535	501-7100-512.60-16		6/2008 * Total	23.59 23.59
06/25/2008	88983	TKDA	inver grove hghts	501-7100-512.30-70		6/2008 * Total	1,236.40 1,236.40
06/25/2008	88986	UNITED PARCEL SERVICE	shipper v4650v	501-7100-512.60-16		6/2008 * Total	12.08 12.08
06/25/2008	88991	VOSS LIGHTING	cust 173652 cust 173652	501-7100-512.60-16 501-7100-512.60-16		6/2008 6/2008 * Total	287.24 12.57 299.81
06/25/2008	88993	WATER TECHNOLOGY RESOUR	city of inver grove	501-7100-512.40-40		6/2008 * Total	306.75 306.75
07/02/2008	89002	ACE PAINT & HARDWARE	cust 1126	501-7100-512.60-16		7/2008 * Total	10.20 10.20
07/02/2008	89012	AUTOMATIC SYSTEMS CO.	cust inve01	501-7100-512.40-42		7/2008 * Total	579.94 579.94
07/02/2008	89035	EMBROIDME.COM	cust 161	501-7100-512.60-45		6/2008 * Total	608.60 608.60
07/02/2008	89041	G & K SERVICES	cust 7494701 cust 7494701	501-7100-512.60-45 501-7100-512.60-45		6/2008 7/2008 * Total	69.81 27.75 97.56
07/02/2008	89047	GRAYBAR	cust 101705	501-7100-512.60-16		7/2008 * Total	64.28 64.28
07/02/2008	89048	GRIGGS CONTRACTING	city of inver grove hghts	501-7100-512.40-42		6/2008 * Total	46.86 46.86
07/02/2008	89050	HD SUPPLY WATERWORKS LT	cust 99872	501-7100-512.75-50		7/2008 * Total	1,465.91 1,465.91
07/02/2008	89068	MAXIMUM GRAPHICS	city of inver grove	501-7100-512.50-32		7/2008 * Total	505.02 505.02

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CHECK DATE	CHECK NUMBER	CHECK VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/02/2008	89076	NEXTEL COMMUNICATIONS	acct 842483314 al	501-7100-512.50-20		7/2008 * Total	596.67 596.67
07/02/2008	89100	SHERWIN-WILLIAMS	acct 668254535 acct 668254535	501-7100-512.60-16 501-7100-512.60-16		7/2008 7/2008 * Total	201.98 7.61 209.59
07/02/2008	89110	TOTAL CONSTRUCTION & EQ	city of inver grove	501-7100-512.40-42		7/2008 * Total	489.90 489.90
07/02/2008	89111	TRACTOR SUPPLY CREDIT P	acct 6035301200183679	501-7100-512.60-16		6/2008 * Total	36.19 36.19
07/09/2008	89126	ACE PAINT & HARDWARE	cust 1126	501-7100-512.60-16		7/2008 * Total	6.93 6.93
07/09/2008	89159	DAKOTA ELECTRIC ASSN	acct 2148310	501-7100-512.40-20		7/2008 * Total	9.02 9.02
07/09/2008	89163	EAGAN, CITY OF	WATER-SOUTH ROBERT TRAIL WATER-SOUTH ROBERT TRAIL WATER-SOUTH ROBERT TRAIL	501-7100-512.40-05 501-7100-512.40-05 501-7100-512.40-05		7/2008 7/2008 7/2008 * Total	2,156.47 2,975.47 2,415.04 7,546.98
07/09/2008	89164	EAGAN, CITY OF	WATER	501-7100-512.40-05		7/2008 * Total	17,866.71 17,866.71
07/09/2008	89172	GERTEN'S LANDSCAPING	city of inver grove city of inver grove	501-7100-512.60-16 501-7100-512.60-16		7/2008 7/2008 * Total	416.41 340.80 757.21
07/09/2008	89178	HAWKINS, INC.	cust 108816	501-7100-512.60-19		7/2008 * Total	8,051.00 8,051.00
07/09/2008	89179	HD SUPPLY WATERWORKS LT	cust 99872	501-7100-512.40-43		7/2008 * Total	9,984.38 9,984.38
07/09/2008	89194	LUBRICATION TECHNOLOGIE	cust 7105b	501-7100-512.60-22		7/2008 * Total	410.72 410.72
07/09/2008	89214	ONE CALL CONCEPTS INC	cust cinght1	501-7100-512.30-70		7/2008 * Total	936.70 936.70
06/25/2008	88923	G & K SERVICES	acct 7494701	502-7200-514.60-45		6/2008 * Total	11.04 11.04
06/25/2008	88932	HOME DEPOT CREDIT SERVI	acct 6035322502691268	502-7200-514.60-16		6/2008 * Total	99.41 99.41
06/25/2008	88957	MN LIFE INSURANCE CO	policy 0027324	502-7200-514.20-62		6/2008 * Total	32.74 32.74
				35 Checks	** Fund Total		54,629.40

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07/02/2008	89002	ACE PAINT & HARDWARE	cust 1126	502-7200-514.60-16		7/2008 * Total	35.08 35.08
07/02/2008	89015	BATTERIES PLUS	acct c1034	502-7200-514.60-16		7/2008 * Total	17.03 17.03
07/02/2008	89041	G & K SERVICES	cust 7494701 cust 7494701	502-7200-514.60-45 502-7200-514.60-45		6/2008 7/2008 * Total	29.91 11.90 41.81
07/02/2008	89072	MN PIPE & EQUIPMENT	cust 2195	502-7200-514.60-16		7/2008 * Total	1,182.19 1,182.19
07/02/2008	89081	OUT BACK NURSERY, INC.	city of inver grove hgts	502-7200-514.60-16		6/2008 * Total	84.77 84.77
07/09/2008	89156	DAKOTA CITY TREASURER	city of inver grove	502-0000-207.01-00		7/2008 * Total	80.00 80.00
07/09/2008	89163	EAGAN, CITY OF	SEWER-SOUTH ROBERT TRAIL SEWER-SOUTH ROBERT TRAIL SEWER-SOUTH ROBERT TRAIL	502-7200-514.40-15 502-7200-514.40-15 502-7200-514.40-15		7/2008 7/2008 7/2008 * Total	6,300.45 6,321.15 6,360.48 18,982.08
07/09/2008	89164	EAGAN, CITY OF	SEWER	502-7200-514.40-15		7/2008 * Total	18,529.60 18,529.60
07/09/2008	89169	FLEXIBLE PIPE TOOL COMP	city of inver grove	502-7200-514.60-16		7/2008 * Total	533.53 533.53
07/09/2008	89196	MATT SCHAFER	REQUESTED CREDIT REFUND	502-0000-116.00-00		7/2008 * Total	72.44 72.44
07/09/2008	89197	METROPOLITAN COUNCIL	acct 5084	502-7200-514.40-15		7/2008 * Total	109,359.28 109,359.28
06/25/2008	88893	ACE PAINT & HARDWARE	cust 1126 cust 1126	503-8600-527.60-35 503-8600-527.40-42		6/2008 6/2008 * Total	10.63 27.47 38.10
06/25/2008	88895	ARCTIC GLACIER, INC.	acct 1726134 acct 1726134 cust 1726134 acct 1726134	503-8300-524.60-65 503-8300-524.60-65 503-8300-524.60-65 503-8300-524.60-65		6/2008 6/2008 6/2008 6/2008 * Total	16.42 65.25 26.70 134.64 243.01
06/25/2008	88898	BATTERIES PLUS	cust c1034	503-8600-527.40-42		6/2008 * Total	26.61 26.61
06/25/2008	88906	COCA COLA BOTTLING COMP	acct 3079049	503-8300-524.76-10		6/2008 * Total	589.49 589.49
				14 Checks	** Fund Total		149,061.00

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06/25/2008	88907	COLLEGE CITY BEVERAGE	acct 3592	503-8300-524.76-15		6/2008 * Total	209.10 209.10
06/25/2008	88918	DEX MEDIA EAST	acct 110360619	503-8500-526.50-25		6/2008 * Total	69.00 69.00
06/25/2008	88923	G & K SERVICES	acct 0157401	503-8600-527.60-45		6/2008 * Total	52.45 52.45
06/25/2008	88924	GRANDMA'S BAKERY	acct 24400	503-8300-524.76-05		6/2008	13.80
			acct 24400	503-8300-524.76-05		6/2008	46.36
			acct 24400	503-8300-524.76-05		6/2008	46.26
			acct 24400	503-8300-524.76-05		6/2008	46.36
			acct 24400	503-8300-524.76-05		6/2008	65.28
			acct 24400	503-8300-524.76-05		6/2008	66.26
			acct 24400	503-8300-524.76-05		6/2008	55.87
			acct 24400	503-8300-524.76-05		6/2008 * Total	51.10 391.29
06/25/2008	88930	HEGGIES PIZZA	cust 1708-inverwood golf	503-8300-524.76-05		6/2008 * Total	104.40 104.40
06/25/2008	88936	INTEGRA TELECOM	cust 5259	503-8500-526.70-60		6/2008 * Total	1,420.56 1,420.56
06/25/2008	88938	JJ TAYLOR DIST. COMPANY	cust 834	503-8300-524.76-15		6/2008	179.65
			cust 834	503-8300-524.76-15		6/2008	122.60
			inverwood golf course	503-8300-524.76-05		6/2008 * Total	54.35 54.35
06/25/2008	88942	LESCO CREDIT SERVICES	cust 174637 inverwood	503-8600-527.60-20		6/2008	324.77
			cust 174637 inverwood	503-8600-527.60-35		6/2008	3,035.87
			acct 902858	503-8300-524.76-05		6/2008	156.85
			acct 902858	503-8300-524.76-05		6/2008 * Total	238.75 395.60
06/25/2008	88951	MENARDS - WEST ST. PAUL	cust 30170265	503-8100-522.40-45		6/2008	81.37
			cust 30170265	503-8600-527.60-12		6/2008 * Total	39.47 120.84
06/25/2008	88952	METRO CASH REGISTER SYS	inver wood golf	503-8500-526.60-65		6/2008 * Total	172.27 172.27
06/25/2008	88957	MN LIFE INSURANCE CO	policy 0027324	503-8000-521.20-62		6/2008	10.18
			policy 0027324	503-8500-526.20-62		6/2008	23.13
			policy 0027324	503-8600-527.20-62		6/2008 * Total	38.68 71.99
06/25/2008	88963	PERFORMANCE DRAFT BEER	inver wood golf course	503-8300-524.40-42		6/2008	30.00

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06/25/2008	88981	TITLEIST	836312430621771243	503-8200-523.76-45		* Total	30.00
						6/2008	2,108.91
						* Total	2,108.91
06/25/2008	88982	TIZIANI GOLF CAR	cust inv01	503-8400-525.40-41		6/2008	246.19
						* Total	246.19
06/25/2008	88984	TOLL GAS & WELDING SUPP	cust c1376	503-8600-527.40-42		6/2008	78.95
						* Total	78.95
06/25/2008	88987	US FOODSERVICE	cust 22300	503-8300-524.60-65		6/2008	131.49
			cust 22300	503-8300-524.76-05		6/2008	878.13
			cust 22300	503-8300-524.76-10		6/2008	27.30
						* Total	1,036.92
06/25/2008	88996	WILSON SPORTING GOODS	cust 187981/945330	503-8000-521.40-55		6/2008	216.29
						* Total	216.29
07/02/2008	89002	ACE PAINT & HARDWARE	cust 1126	503-8400-525.40-41		7/2008	5.31
						* Total	5.31
07/02/2008	89008	ALL STAR PRO GOLF, INC.	acct 210365	503-8000-521.60-65		7/2008	469.60
						* Total	469.60
07/02/2008	89011	ARCTIC GLACIER, INC.	cust 1726134	503-8300-524.60-65		6/2008	107.94
			cust 1726134	503-8300-524.60-65		6/2008	165.48
			acct 1726134	503-8300-524.60-65		7/2008	49.83
						* Total	323.25
07/02/2008	89028	COCA COLA BOTTLING COMP	cust 3079049	503-8300-524.76-10		6/2008	577.85
						* Total	577.85
07/02/2008	89029	COLLEGE CITY BEVERAGE	cust 3592	503-8300-524.76-15		6/2008	538.20
			cust 3592	503-8300-524.76-15		7/2008	505.45
			cust 3592	503-8300-524.76-15		6/2008	278.00
						* Total	1,321.65
07/02/2008	89034	EASY PICKER GOLF PRODUC	cust igc11	503-8100-522.40-42		7/2008	337.38
						* Total	337.38
07/02/2008	89041	G & K SERVICES	cust 0157401	503-8600-527.60-45		6/2008	47.24
						* Total	47.24
07/02/2008	89042	GERTENS	cust 100464	503-8600-527.60-20		6/2008	21.40
						* Total	21.40
07/02/2008	89046	GRANDMA'S BAKERY	cust 24400	503-8300-524.76-05		6/2008	55.70
			cust 24400	503-8300-524.76-05		6/2008	20.25
			cust 24400	503-8300-524.76-05		6/2008	55.71
			cust 24400	503-8300-524.76-05		6/2008	66.25
			cust 24400	503-8300-524.76-05		6/2008	66.25
			cust 24400	503-8300-524.76-05		6/2008	57.89

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07/02/2008	89046	GRANDMA'S BAKERY	cust 24400 cust 24400 cust 24400	503-8300-524.76-05 503-8300-524.76-05 503-8300-524.76-05		6/2008 6/2008 6/2008 * Total	66.17 63.40 66.20 517.82
07/02/2008	89051	HEGGIES PIZZA	cust 1708	503-8300-524.76-05		6/2008 * Total	167.40 167.40
07/02/2008	89058	JJ TAYLOR DIST. COMPANY	inverwood golf course	503-8300-524.76-15		6/2008 * Total	478.65 478.65
07/02/2008	89067	M. AMUNDSON LLP	cust 902858	503-8300-524.76-05		6/2008 * Total	350.80 350.80
07/02/2008	89069	MENARDS - WEST ST. PAUL	cust 30170265	503-8600-527.60-12		6/2008 * Total	39.79 39.79
07/02/2008	89102	SIGNAL SYSTEMS INC	cust inv190	503-8500-526.60-10		6/2008 * Total	45.74 45.74
07/02/2008	89106	SUMMIT FOOD EQUIPMENT S	cust 299	503-8300-524.40-42		7/2008 * Total	630.36 630.36
07/02/2008	89109	TITLEIST	cust 83631243621771243	503-8200-523.76-45		6/2008 * Total	729.64 729.64
07/02/2008	89115	US FOODSERVICE	acct 223000 acct 223000 acct 223000 cust 223000 cust 223000 cust 223000 cust 223000 acct 223000	503-8300-524.60-65 503-8300-524.76-05 503-8300-524.76-10 503-8300-524.76-05 503-8300-524.76-05 503-8300-524.60-65 503-8300-524.76-05 503-8300-524.76-05 503-8300-524.76-05		6/2008 6/2008 6/2008 6/2008 6/2008 6/2008 6/2008 6/2008 * Total	19.20 385.48 110.30 60.27 323.77 478.80 140.80 74.55 1,593.17
07/02/2008	89117	VERIZON WIRELESS	acct 480568913	503-8500-526.50-20		7/2008 * Total	8.35 8.35
07/02/2008	89122	XCEL ENERGY	acct 5158775110	503-8600-527.40-20		7/2008 * Total	22.57 22.57
07/09/2008	89132	ARCTIC GLACIER, INC.	acct 1726134 acct 1726134 acct 1726134	503-8300-524.60-65 503-8300-524.60-65 503-8300-524.60-65		7/2008 7/2008 7/2008 * Total	80.67 75.53 49.24 205.44
07/09/2008	89147	COCA COLA BOTTLING COMP	outlet 3079049 outlet 3079049 outlet 3079049	503-8300-524.76-10 503-8300-524.76-10 503-8300-524.76-10		7/2008 7/2008 7/2008 * Total	605.56 762.56 75.00- 1,293.12
07/09/2008	89148	COLLEGE CITY BEVERAGE	cust 3592	503-8300-524.76-15		7/2008	401.00

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07/09/2008	89150	COPY RIGHT	cust 1098	503-8000-521.50-30		* Total	401.00
07/09/2008	89151	COVERALL OF THE TWIN CI	acct 2469	503-8500-526.40-40		7/2008	101.38
07/09/2008	89154	CUSHMAN MOTOR COMPANY I	cust c0644	503-8400-525.40-41		* Total	101.38
07/09/2008	89158	DAKOTA ELECTRIC ASSN	acct 2013605	503-8600-527.40-20		7/2008	1,120.88
07/09/2008	89170	G & K SERVICES	acct 0157401	503-8600-527.60-45		* Total	1,120.88
07/09/2008	89171	GARY'S PEST CONTROL	inverwood golf course	503-8500-526.40-40		7/2008	218.17
07/09/2008	89173	GERTENS	cust 100464	503-8600-527.60-20		* Total	218.17
07/09/2008	89176	GRANDMA'S BAKERY	cust 24400	503-8300-524.76-05		7/2008	202.17
07/09/2008	89186	JJ TAYLOR DIST. COMPANY	acct 834	503-8300-524.76-05		* Total	202.17
07/09/2008	89189	LAWSON PRODUCTS, INC.	cust 029554785523	503-8600-527.40-42		7/2008	52.57
07/09/2008	89190	LEITNER COMPANY	inverwood golf course	503-8600-527.60-20		* Total	52.57
07/09/2008	89195	M. AMUNDSON LLP	acct 902858	503-8300-524.76-05		7/2008	64.05
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		* Total	64.05
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		7/2008	62.30
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		* Total	62.30
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		7/2008	383.93
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		* Total	383.93
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		7/2008	69.22
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		* Total	69.22
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		7/2008	515.45
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		* Total	515.45
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		7/2008	66.20
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		* Total	66.20
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		7/2008	68.97
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		* Total	68.97
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		7/2008	59.54
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		* Total	59.54
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		7/2008	20.20
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		* Total	20.20
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		7/2008	66.20
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		* Total	66.20
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		7/2008	347.31
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		* Total	347.31
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		7/2008	227.25
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		* Total	227.25
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		7/2008	20.77-
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		* Total	20.77-
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		7/2008	287.62
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		* Total	287.62
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		7/2008	266.85
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		* Total	266.85
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		7/2008	358.28
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		* Total	358.28
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		7/2008	384.90
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		* Total	384.90
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		7/2008	743.18
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		* Total	743.18
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		7/2008	213.57
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		* Total	213.57
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		7/2008	962.64
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		* Total	962.64
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		7/2008	804.87
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		* Total	804.87
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		7/2008	310.09
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		* Total	310.09
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		7/2008	27.20
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		* Total	27.20
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		7/2008	212.85
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		* Total	212.85
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		7/2008	169.76
07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307	503-8600-527.60-08		* Total	169.76

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07/09/2008	89205	MTI DISTRIBUTING CO	ACCT 402307 ACCT 402307 ACCT 402307 ACCT 402307 ACCT 402307	503-8600-527.40-42 503-8600-527.40-42 503-8600-527.40-42 503-8600-527.60-08 503-8600-527.60-08		7/2008 7/2008 7/2008 7/2008 7/2008	324.20 351.28 14.76 60.25 369.85 365.71 3,973.46
07/09/2008	89206	NAPA OF INVER GROVE HEI	cust 301 cust 301 cust 301 cust 301 cust 301	503-8600-527.40-42 503-8600-527.40-42 503-8600-527.40-42 503-8600-527.40-42 503-8600-527.40-42		7/2008 7/2008 7/2008 7/2008 7/2008	45.31 12.02 81.14 53.23 39.82 231.52
07/09/2008	89216	PERFORMANCE DRAFT BEER	inver wood golf course	503-8300-524.40-42		7/2008 * Total	30.00 30.00
07/09/2008	89220	PRECISION TURF & CHEMIC	inverwood golf course inverwood golf course	503-8600-527.60-35 503-8600-527.60-30		7/2008 7/2008 * Total	749.78 4,322.03 5,071.81
07/09/2008	89232	SCALTTROL, INC.	inverwood golf course	503-8300-524.40-42		7/2008 * Total	321.76 321.76
07/09/2008	89243	SUPERIOR TURF SERVICES	inverwood golf course	503-8600-527.60-30		7/2008 * Total	1,341.90 1,341.90
07/09/2008	89250	US FOODSERVICE	acct 223000 acct 223000 acct 223000	503-8300-524.60-65 503-8300-524.76-05 503-8300-524.76-10		7/2008 7/2008 7/2008 * Total	387.49 842.14 27.30 1,256.93
07/09/2008	89260	XCEL ENERGY	acct 5158775121	503-8600-527.40-20		7/2008 * Total	4,130.09 4,130.09
07/09/2008	89261	XCEL ENERGY	acct 5158775121	503-8600-527.40-20		7/2008 * Total	1,696.62 1,696.62
07/09/2008	89262	XCEL ENERGY	acct 5157543641 acct 5157543641	503-8500-526.40-10 503-8500-526.40-20		7/2008 7/2008 * Total	88.97 1,418.88 1,507.85
07/09/2008	89263	YOCUM OIL COMPANY, INC.	acct 506975	503-8400-525.60-21		7/2008 * Total	1,901.63 1,901.63
06/25/2008	88902	BUDGET SIGN AND GRAPHIC	the grove the grove	504-6100-452.60-09 504-6100-452.60-40		6/2008 6/2008 * Total	158.04 96.30 254.34
06/25/2008	88903	BUNBERT, LAURA	class canceled	504-0000-347.00-00	** Fund Total	6/2008	46,463.14 20.00

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06/25/2008	88927	HADER, DANIEL	half baseball fee	504-0000-347.00-00	R40100	* Total	20.00
						6/2008	51.00
						* Total	51.00
06/25/2008	88935	IDM WORLDWIDE, LLC	city of inver grove	504-6100-452.60-40	R90100	* Total	201.61
						6/2008	201.61
						* Total	15.00
06/25/2008	88947	LINK, DEB	class canceled	504-0000-347.00-00	R30800	* Total	15.00
06/25/2008	88949	LOOMIS, JEANINE	25% class refund	504-0000-347.00-00	R40340	* Total	9.75
						6/2008	9.75
						* Total	57.65
06/25/2008	88957	MN LIFE INSURANCE CO	policy 0027324	504-6100-452.20-62	R90100	* Total	57.65
06/25/2008	88964	PETERSEN, TRACY	skate jam prizes	504-6100-452.60-09	R30950	* Total	66.64
06/25/2008	88992	WALDHAUSER, JULIE	class canceled	504-0000-347.00-00	R40300	* Total	85.00
06/25/2008	88995	WICKER, TODD	class canceled	504-0000-347.00-00	R50200	* Total	85.00
07/02/2008	89014	BACKUS, RAY	class canceled	504-0000-227.10-00		7/2008	49.00
						* Total	49.00
07/02/2008	89026	CITY OF EDINA	inver grove hgts pk/rec	504-6100-452.50-90	R20120	* Total	350.00
						7/2008	350.00
07/02/2008	89049	HAYMAN, HYLAS & ATHENA	class canceled	504-0000-227.10-00		7/2008	98.00
						* Total	98.00
07/02/2008	89056	ITL PATCH COMPANY, INC.	inver grove hgts prk/rec	504-6100-452.60-09	R20680	* Total	116.72
						7/2008	116.72
07/02/2008	89060	KLEMZ, KERRI	canceled out of class	504-0000-347.00-00	R40340	* Total	9.75
						7/2008	9.75
07/02/2008	89079	NSC SOCCER ACADEMY	city of inver grove hgts	504-6100-452.30-70	R41050	* Total	1,050.00
						6/2008	1,050.00
07/02/2008	89085	POSGUYS.COM	city of inver grove hgts	504-6100-452.60-40	R90100	* Total	65.00
						7/2008	65.00
07/09/2008	89135	BARIE, KIRSTEN	class canceled	504-0000-347.00-00	R41050	* Total	20.00
						7/2008	20.00
07/09/2008	89144	CITY OF ROSEMOUNT	inver grove hgts park/rec	504-6100-452.40-50	R20120	7/2008	201.30
			inver grove hgts park/rec	504-6100-452.50-90	R20120	7/2008	198.00
			inver grove hgts park/rec	504-6100-452.40-50	R20100	7/2008	32.00

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07/09/2008	89144	CITY OF ROSEMOUNT	inver grove hgts park/rec	504-6100-452.50-90	R20100	7/2008 * Total	56.00 487.30
07/09/2008	89182	INDEPENDENT SCHOOL DIST	inver grove hgts park/rec	504-0000-227.10-00		7/2008 * Total	31.00 31.00
07/09/2008	89185	INVER GROVE HEIGHTS SEN	veterans memorial	504-0000-227.10-00		7/2008 * Total	8.00 8.00
07/09/2008	89207	NEW PAPER LLC	acct 10203315	504-6100-452.60-09	R30100	7/2008 * Total	8.18 8.18
07/09/2008	89209	NEXTEL COMMUNICATIONS	acct 302193319	504-6100-452.50-20	R90100	7/2008 * Total	87.51 87.51
07/09/2008	89226	RITCHIE, JACKIE	class canceled	504-0000-347.00-00	R41050	7/2008 * Total	35.00 35.00
24 Checks ** Fund Total							3,226.45
06/25/2008	88894	ADAMS, BETHANY	digital camera	505-6200-453.60-40	C95000	6/2008 * Total	414.47 414.47
06/25/2008	88900	BOYER, SHELLIE	canceled class	505-0000-352.35-00	C71000	6/2008 * Total	24.00 24.00
06/25/2008	88908	COMCAST	acct 8772105910127188	505-6200-453.50-70	C10000	6/2008 * Total	178.36 178.36
06/25/2008	88933	HOME DEPOT CREDIT SERVI	acct 6035322017128343	505-6200-453.60-16	C21000	6/2008 * Total	17.48 17.48
06/25/2008	88957	MN LIFE INSURANCE CO	policy 0027324	505-6200-453.20-62	C70000	6/2008 * Total	77.14 77.14
06/25/2008	88965	POLAR ELECTRO INC	cust 143328	505-6200-453.76-65	C70000	6/2008 * Total	17.06 17.06
06/25/2008	88990	VISTAR CORPORATION	cust 10135003	505-6200-453.60-65	C30400	6/2008	51.50
			cust 10135003	505-6200-453.76-05	C30400	6/2008	2,450.39
			cust 10095779	505-6200-453.76-05	C30200	6/2008	111.53
			cust 10135003	505-6200-453.76-05	C30400	6/2008 * Total	36.72 2,650.14
06/25/2008	88997	ZIMMER, ERIC	training class fee	505-6200-453.50-80	C70000	6/2008 * Total	9.67 9.67
06/26/2008	88998	JOHN LUND CONSTRUCTION	city of inver grove	505-6200-453.40-40	C25000	6/2008 * Total	4,291.49 4,291.49
07/02/2008	89001	ABC RENTALS INC	city of inver grove	505-6200-453.40-50	C30400	6/2008 * Total	233.86 233.86

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07/02/2008	89002	ACE PAINT & HARDWARE	cust 1126	505-6200-453.60-65	C25000	7/2008	1.59
			cust 1126	505-6200-453.60-12	C25000	7/2008	13.10
			cust 1126	505-6200-453.60-40	C21000	7/2008	22.22
			cust 1126	505-6200-453.60-16	C10000	7/2008	6.37
					* Total		43.28
07/02/2008	89003	ADAMS, BETHANY	mileage	505-6200-453.50-65	C95000	7/2008	17.09
					* Total		17.09
07/02/2008	89009	ANIMAL HUMANE SOCIETY	inver grove hgts	505-6200-453.30-70	C65100	7/2008	30.00
					* Total		30.00
07/02/2008	89010	ANKENY KELL ARCHITECTS,	inver grove hgts	505-6200-453.30-30	C25000	7/2008	375.00
					* Total		375.00
07/02/2008	89017	BUDGET SIGN AND GRAPHIC	the grove	505-6200-453.60-40	C10000	6/2008	722.59
					* Total		722.59
07/02/2008	89018	BURROWS REFRIGERATION	inver grove comm ctr	505-6200-453.40-40	C21000	6/2008	14,719.05
					* Total		14,719.05
07/02/2008	89023	CEDARVALE LANES	veterans memorial	505-6200-453.50-90	C65100	7/2008	943.00
					* Total		943.00
07/02/2008	89024	CHAMPIONSHIP PRODUCTS	veterans memorial	505-6200-453.60-45	C25000	7/2008	1,000.00
					* Total		1,000.00
07/02/2008	89025	CHURCH OF ST AMBROSE OF	overpmt on grp rental	505-0000-352.27-00	C55000	7/2008	24.00
					* Total		24.00
07/02/2008	89028	COCA COLA BOTTLING COMP	outlet 3291555	505-6200-453.60-65	C30400	6/2008	147.50
			outlet 3291555	505-6200-453.76-10	C30400	6/2008	980.68
			outlet 3291552	505-6200-453.76-10	C30400	6/2008	268.20
			outlet 3291552	505-6200-453.60-65	C30200	6/2008	87.50
			outlet 3291552	505-6200-453.76-10	C30200	6/2008	193.83
					* Total		1,677.71
07/02/2008	89043	GOODIN COMPANY	cust no 1001619	505-6200-453.60-16	C25000	7/2008	32.06
					* Total		32.06
07/02/2008	89045	GRAINGER	acct no 806460150	505-6200-453.60-16	C21000	7/2008	24.92
			acct no 806460150	505-6200-453.60-16	C25000	7/2008	62.11
			acct no 806460150	505-6200-453.60-65	C25000	7/2008	254.77
					* Total		341.80
07/02/2008	89053	INDEPENDENT SCHOOL DIST	vmcc and the grove	505-6200-453.50-25	C91000	7/2008	300.00
					* Total		300.00
07/02/2008	89065	LINCOLN EQUIPMENT, INC	cust id igh2	505-6200-453.60-40	C51000	6/2008	50.06
			cust id igh2	505-6200-453.60-40	C51000	6/2008	1,053.70
			cust id igh2	505-6200-453.60-40	C51000	6/2008	133.53
					* Total		1,237.29

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07/02/2008	89069	MENARDS - WEST ST. PAUL	acct 301702070	505-6200-453.60-65	C21000	7/2008 * Total	114.70 114.70
07/02/2008	89073	MN ZOO	veterans memorial	505-6200-453.50-90	C65100	7/2008 * Total	714.00 714.00
07/02/2008	89075	NATIVITY CHURCH & SCHOO	overpmt grp rental	505-0000-352.27-00	C55000	7/2008 * Total	45.00 45.00
07/02/2008	89078	NOVOPRINT USA, INC.	veterans memorial	505-6200-453.50-25	C91000	7/2008 * Total	295.00 295.00
07/02/2008	89080	O'CONNOR, TERI	mileage	505-6200-453.50-65	C10000	7/2008 * Total	17.17 17.17
07/02/2008	89085	POSGUYS.COM	city of inver grove hgts	505-6200-453.60-40	C30200	7/2008 * Total	65.00 65.00
07/02/2008	89087	PREMIER ELECTRICAL CORP	city of inver grove hgts	505-6200-453.40-40	C25000	7/2008 * Total	835.00 835.00
07/02/2008	89088	PUSH PEDAL PULL	veterans mem comm ctr	505-6200-453.40-42	C70000	6/2008 * Total	29.61 29.61
07/02/2008	89092	R & R SPECIALTIES OF WI	acct ighvet	505-6200-453.40-42	C21000	7/2008 * Total	49.00 49.00
07/02/2008	89095	ROACH, RICK	mileage	505-6200-453.50-65	C10000	7/2008 * Total	59.60 59.60
07/02/2008	89096	ROBBINSDALE AREA SCHOOL	overpmt grp rental	505-0000-352.27-00	C55000	7/2008 * Total	40.00 40.00
07/02/2008	89097	RYCO SUPPLY COMPANY	veterans memorial	505-6200-453.60-11	C25000	7/2008 * Total	160.17 160.17
07/02/2008	89098	S & S WORLDWIDE	acct 11238381	505-6200-453.60-65	C65100	7/2008 * Total	90.64 90.64
07/02/2008	89104	ST. AUBIN, DAVE	inver grove hgts	505-6200-453.30-70	C21000	7/2008 * Total	450.00 450.00
07/02/2008	89108	TARGET BANK	acct 9555069370	505-6200-453.60-40	C65100	7/2008 * Total	42.59 42.59
07/02/2008	89118	VISTAR CORPORATION	cust 10095779	505-6200-453.76-05	C30200	6/2008 6/2008	31.27- 92.26
			cust 10135003	505-6200-453.76-05	C30400	6/2008 6/2008	131.16 120.98
			cust 10095779	505-6200-453.60-65	C30200	6/2008 6/2008	120.98 382.77
			cust 10095779	505-6200-453.76-05	C30200	6/2008 6/2008	382.77 103.29
			cust 10095779	505-6200-453.60-65	C30200	6/2008 6/2008	103.29 118.86
			cust 10095779	505-6200-453.76-05	C30200	6/2008 6/2008	118.86 198.17

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07/02/2008	89121	XCEL ENERGY	acct 5168679487	505-6200-453.40-10	C21000	7/2008	1,426.61
			acct 5168679487	505-6200-453.40-20	C25000	7/2008	17,364.45
					* Total		18,791.06
07/02/2008	89124	ZHAIVORNOK, ALYA	mileage	505-6200-453.50-65	C15500	7/2008	20.60
			balloons for bday party	505-6200-453.60-65	C16000	7/2008	6.39
					* Total		26.99
07/09/2008	89125	ABRAHAMSON, TAMMY	mileage	505-6200-453.50-65	C30400	7/2008	5.15
			concessions	505-6200-453.60-40	C30400	7/2008	70.23
			concessions	505-6200-453.76-05	C30400	7/2008	6.00
					* Total		81.38
07/09/2008	89130	AMERICAN LEGION	veterans memorial	505-6200-453.50-25	C91000	7/2008	105.00
					* Total		105.00
07/09/2008	89142	BUEWOW AND ASSOCIATES I	city of inver grove	505-6200-453.30-20	C21000	7/2008	1,225.00
					* Total		1,225.00
07/09/2008	89147	COCA COLA BOTTLING COMP	outlet 3291555	505-6200-453.76-10	C30200	7/2008	89.15
			outlet 3291555	505-6200-453.76-10	C30400	7/2008	225.95
					* Total		315.10
07/09/2008	89149	COMCAST	acct 8772105910277033	505-6200-453.50-70	C10000	7/2008	74.95
					* Total		74.95
07/09/2008	89153	CULLIGAN	acct 157011438908	505-6200-453.60-65	C10000	7/2008	30.50
					* Total		30.50
07/09/2008	89180	HILLIYARD INC	cust 267670	505-6200-453.60-11	C25000	7/2008	479.74
					* Total		479.74
07/09/2008	89181	IKON OFFICE SOLUTIONS	cust 1452531010633ml	505-6200-453.40-65	C10000	7/2008	529.48
					* Total		529.48
07/09/2008	89204	MONEY MAILER OF THE TWI	inver grove hgts	505-6200-453.50-25	C91000	7/2008	430.00
					* Total		430.00
07/09/2008	89208	NEXTEL COMMUNICATIONS	acct 573073317	505-6200-453.50-20	C25000	7/2008	278.31
					* Total		278.31
07/09/2008	89215	OXYGEN SERVICE COMPANY,	acct 09684	505-6200-453.60-65	C16000	7/2008	12.17
			acct 09684	505-6200-453.60-65	C16000	7/2008	230.34
					* Total		242.51
07/09/2008	89217	PIONEER PRESS	acct 414398	505-6200-453.50-25	C91000	7/2008	202.30
					* Total		202.30
07/09/2008	89218	PLUNKETT'S PEST CONTROL	cust 100530	505-6200-453.40-40	C25000	7/2008	1,113.35
					* Total		1,113.35

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07/09/2008	89219	PRECISION DATA SYSTEMS	VMCC - custom envelopes	505-6200-453.50-30	C10000	7/2008 * Total	567.20 567.20
07/09/2008	89235	SIMON DELIVERS, INC	acct jcityofigh acct jcityofigh	505-6200-453.76-05 505-6200-453.76-05	C65100 C65100	7/2008 7/2008 * Total	418.85 237.15 656.00
07/09/2008	89238	SPRUNG SERVICES	city of inver grove	505-6200-453.40-40	C25000	7/2008 * Total	512.52 512.52
07/09/2008	89242	SUN NEWSPAPERS	cust 299836	505-6200-453.50-25	C91000	7/2008 * Total	150.00 150.00
07/09/2008	89253	VISTAR CORPORATION	acct 10095779 acct 10095779 acct 10095779 acct 10135003 acct 10135003 acct 10135003 acct 10095779 acct 10095779	505-6200-453.76-05 505-6200-453.60-65 505-6200-453.76-05 505-6200-453.76-05 505-6200-453.60-65 505-6200-453.76-05 505-6200-453.60-65 505-6200-453.76-05	C30200 C16000 C30200 C30200 C30400 C30400 C30400 C30200 C30200	7/2008 7/2008 7/2008 7/2008 7/2008 7/2008 7/2008 7/2008 * Total	25.68- 16.32 252.19 254.59 108.64 31.82 212.51 850.139
07/09/2008	89255	WOLFF, KATHLEEN	billing in error billing in error	505-0000-207.03-00 505-0000-352.01-00	C10100	7/2008 7/2008 * Total	234.46 3,607.12 3,841.58
06/25/2008	88957	MN LIFE INSURANCE CO	policy 0027324	602-2100-415.20-62	** Fund Total	6/2008 * Total	1.90 1.90
06/20/2008	88890	INVER GROVE LICENSE CEN	police vehicle	603-5300-444.80-70	** Fund Total	6/2008 * Total	1.90 359.25 359.25
06/25/2008	88893	ACE PAINT & HARDWARE	acct 1126	603-5300-444.40-41	** Fund Total	6/2008 * Total	4.57 4.57
06/25/2008	88904	CARQUEST OF ROSEMOUNT	acct 614420 acct 614420 acct 614420 acct 614420 acct 614420 acct 614420	603-0000-145.50-00 603-5300-444.40-41 603-5300-444.40-41 603-0000-145.50-00 603-5300-444.40-41 603-0000-145.50-00	6/2008 6/2008 6/2008 6/2008 6/2008 * Total	69.74 35.35 35.35 21.90 57.91 10.29 230.54	
06/25/2008	88921	FACTORY MOTOR PARTS COM	acct 10799	603-5300-444.40-41	** Fund Total	6/2008 * Total	232.16 232.16
06/25/2008	88923	G & K SERVICES	acct 7494701 acct 7494701	603-5300-444.40-65 603-5300-444.60-45	** Fund Total	6/2008 6/2008 * Total	92.51 40.61 133.12

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06/25/2008	88928	HANCO CORPORATION	cust 332660	603-5300-444.60-14		6/2008 * Total	50.06 50.06
06/25/2008	88940	KREMER SPRING & ALIGNME	acct city 15	603-5300-444.40-41		6/2008 * Total	100.25 100.25
06/25/2008	88957	MN LIFE INSURANCE CO	policy 0027324	603-5300-444.20-62		6/2008 * Total	21.42 21.42
06/25/2008	88959	NORTHERN POWER PRODUCTS	cust 32755	603-5300-444.40-41		6/2008 * Total	354.90 354.90
06/25/2008	88960	NORTHLAND CHEMICAL CORP	cust id 45025141	603-5300-444.60-12		6/2008 * Total	229.73 229.73
06/25/2008	88966	POMP'S TIRE SERVICE, IN	cust 45111146	603-5300-444.60-14		6/2008 * Total	283.80 283.80
06/25/2008	88970	ROAD RESCUE EMERGENCY V	city of inver grove	603-5300-444.40-41		6/2008 * Total	531.12 531.12
06/25/2008	88973	SHEL'S AUTO ELECTRIC	city of inver grove	603-5300-444.40-41		6/2008 * Total	30.00 30.00
06/25/2008	88994	WHITAKER LINCOLN MERCUR	cust 4198	603-5300-444.40-41		6/2008 6/2008	420.57 10.23
			cust 4198	603-5300-444.40-41		6/2008 * Total	1.71 432.51
07/02/2008	89019	C.J. SPRAY, INC.	city of inver grove	603-5300-444.40-41		6/2008 * Total	40.79 40.79
07/02/2008	89022	CARQUEST OF ROSEMOUNT	cust 614420	603-0000-145.50-00		6/2008	14.53
			cust 614420	603-5300-444.40-41		6/2008	62.48
			cust 614420	603-5300-444.40-41		6/2008	35.35-
			cust 614420	603-5300-444.40-41		6/2008	79.64
			cust 614420	603-5300-444.40-41		6/2008	21.30-
			cust 614420	603-0000-145.50-00		6/2008	4.79
			cust 614420	603-5300-444.40-41		6/2008	161.82
			cust 614420	603-5300-444.40-41		6/2008	27.46
			cust 614420	603-5300-444.40-41		6/2008	7.20
			cust 614420	603-5300-444.40-41		6/2008	18.49
			cust 611420	603-5300-444.40-41		6/2008	270.81
			cust 611420	603-0000-145.50-00		7/2008	68.09
			cust 614420	603-5300-444.40-41		7/2008	208.70
			cust 611420	603-5300-444.40-41		7/2008	8.46
			cust 611420	603-0000-145.50-00		7/2008	6.90
			cust 611420	603-5300-444.60-12		7/2008	11.45
			cust 611420	603-5300-444.40-41		7/2008	78.94
			cust 611420	603-5300-444.40-41		7/2008	98.58
			cust 611420	603-0000-145.50-00		7/2008	60.74
			cust 614420	603-5300-444.40-41		7/2008	52.90

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07/02/2008	89022	CARQUEST OF ROSEMOUNT	cust 614420	603-5300-444.40-41		7/2008 * Total	9.56 1,274.53
07/02/2008	89027	CLAREY'S SAFETY EQUIPME	cust 090500	603-5300-444.80-70		6/2008 * Total	870.28 870.28
07/02/2008	89036	EMERGENCY APPARATUS MAI	city of inver grove fd	603-5300-444.40-41		7/2008 * Total	2,309.22 2,309.22
07/02/2008	89037	FACTORY MOTOR PARTS COM	cust 10799	603-5300-444.40-41		6/2008 * Total	76.38 76.38
07/02/2008	89038	FORCE AMERICA, INC.	cust 366100	603-0000-145.50-00		6/2008 * Total	180.68 180.68
07/02/2008	89041	G & K SERVICES	cust 7494701	603-5300-444.40-65		6/2008	92.50
			cust 7494701	603-5300-444.60-45		6/2008	40.61
			cust 7494701	603-5300-444.40-65		7/2008	92.50
			cust 7494701	603-5300-444.60-45		7/2008	166.07
						* Total	391.68
07/02/2008	89045	GRAINGER	cust 85257697	603-5300-444.40-41		6/2008 * Total	391.31 391.31
07/02/2008	89054	INVER GROVE FORD	cust 7905	603-5300-444.40-41		6/2008 * Total	29.16 29.16
07/02/2008	89061	KREMER SPRING & ALIGNME	city of inver grove hgts cust city15	603-5300-444.40-41 603-5300-444.40-41		6/2008 6/2008 * Total	894.95 588.00 1,482.95
07/02/2008	89062	LANGULA HARDWARE INC	inver grove hgts	603-5300-444.40-41		7/2008 * Total	163.75 163.75
07/02/2008	89066	LITTLE FALLS MACHINE IN	cust inver cust inver	603-5300-444.40-41 603-5300-444.40-41		6/2008 6/2008 * Total	3,324.24 629.89 3,954.13
07/02/2008	89071	MN DEPT OF REVENUE	cust mnd007183841	603-5300-444.40-25		6/2008 * Total	256.00 256.00
07/02/2008	89083	PHILLIPS MEDICAL SYSTEMS	cust 94134361	603-5300-444.40-40		6/2008 * Total	101.50 101.50
07/02/2008	89099	SCHLONKA SERVICES LLC	city of inver grove hgts	603-5300-444.40-40		7/2008 * Total	235.00 235.00
07/02/2008	89110	TOTAL CONSTRUCTION & EQ	city of inver grove hgts	603-5300-444.40-42		6/2008 * Total	1,068.08 1,068.08
07/02/2008	89112	TURFWERKS	acct t11270 acct t11270 acct t11270	603-5300-444.40-41 603-5300-444.40-41 603-5300-444.40-41		7/2008 7/2008 7/2008	142.20- 142.20- 175.74

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07/02/2008	89112	TURFWERKS	acct t11270	603-5300-444.40-41		7/2008 * Total	183.21 74.55
07/02/2008	89120	WHITAKER LINCOLN MERCUR	acct 4198 cust 4198 cust 4198	603-5300-444.40-41 603-5300-444.40-41 603-5300-444.40-41		6/2008 6/2008 6/2008 * Total	288.12 74.36 109.87 472.35
07/09/2008	89143	CARQUEST OF ROSEMOUNT	cust 614420 cust 614420	603-5300-444.40-41 603-5300-444.60-12		7/2008 7/2008 * Total	2.09 36.58 38.67
07/09/2008	89187	KIMBALL MIDWEST	cust 222006	603-5300-444.60-12		7/2008 * Total	248.91 248.91
07/09/2008	89224	R & R CARPET SERVICE	city of inver grove	603-5300-444.40-65		7/2008 * Total	97.50 97.50
06/25/2008	88934	HSBC BUSINESS SOLUTIONS	acct 7737430900083159	604-2200-416.60-10	35 Checks	** Fund Total	16,750.85
06/25/2008	88957	MN LIFE INSURANCE CO	policy 0027324	604-2200-416.20-62		6/2008 * Total	.80 .80
06/25/2008	88968	PRECISION DATA SYSTEMS	request for leave forms	604-2200-416.60-10		6/2008 * Total	563.77 563.77
07/02/2008	89020	CANON FINANCIAL SERVICE	acct 0255020	604-2200-416.40-44		7/2008 * Total	151.65 151.65
07/09/2008	89219	PRECISION DATA SYSTEMS	park and rec copy paper admin copy paper legal/green/gold paper legal paper	604-2200-416.60-05 604-2200-416.60-05 604-2200-416.60-05 604-2200-416.60-07		7/2008 7/2008 7/2008 7/2008 * Total	402.38 1,000.53 262.20 70.15 1,735.26
06/25/2008	88909	CRAWFORD DOOR SALES OF	cust 4840	605-3100-419.40-40	5 Checks	** Fund Total	2,604.83
06/25/2008	88911	CUSTOM HEADSETS, INC	cust c3143 cust c3143	605-3100-419.80-60 605-3100-419.80-60		6/2008 6/2008 * Total	1,363.00 1,363.00 363.06 382.23 745.29
06/25/2008	88957	MN LIFE INSURANCE CO	policy 0027324	605-3100-419.20-62		6/2008 * Total	6.85 6.85
06/25/2008	88961	NS/I MECHANICAL CONTRAC	cust ctyofigh	605-3100-419.40-40		6/2008 * Total	2,786.14 2,786.14

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06/25/2008	88977	TDS METROCOM	acct 6515540132	605-3100-419.50-20		6/2008 * Total	442.93 442.93
06/25/2008	88978	TEPPEN, JENELLE	clock/battery councl chmb	605-3100-419.60-65		6/2008 * Total	16.78 16.78
06/26/2008	88999	US POSTMASTER	city of inver grove	605-3100-419.50-35		6/2008 * Total	276.63 276.63
06/26/2008	89000	US POSTMASTER	city of inver grove	605-3100-419.50-35		6/2008 * Total	1,069.32 1,069.32
07/02/2008	89031	CRAWFORD DOOR SALES OF	acct 4840	605-3100-419.40-40		7/2008 * Total	376.20 376.20
07/02/2008	89059	KENNEDY & GRAVEN	city of inver grove hgts	605-3100-419.30-44		6/2008 * Total	4,440.56 4,440.56
07/09/2008	89152	CRAWFORD DOOR SALES OF	cust 4840	605-3100-419.40-40		7/2008 * Total	1,707.38 1,707.38
07/09/2008	89183	INTEGRA TELECOM	cust 2129	605-3100-419.40-44		7/2008 * Total	450.00 450.00
07/09/2008	89193	LONE OAK COMPANIES, INC	city of inver grove hgts	605-3100-419.50-35		7/2008 * Total	444.26 444.26
07/09/2008	89213	OFFICE EQUIPMENT FINANC	acct 923425	605-3100-419.40-50		7/2008 * Total	84.50 84.50
07/09/2008	89224	R & R CARPET SERVICE	city of inver grove	605-3100-419.40-65		7/2008 * Total	175.35 175.35
07/09/2008	89261	XCEL ENERGY	acct 5142529660	605-3100-419.40-10		7/2008 7/2008	191.78 3,483.07
			acct 5142529660	605-3100-419.40-20		* Total	3,674.85
						16 Checks	18,060.04
						** Fund Total	
06/25/2008	88905	CDW GOVERNMENT INC	acct 2394832	606-1400-413.40-49		6/2008	50.60
			acct 2394832	606-1400-413.40-49		6/2008	125.37
						* Total	175.97
06/25/2008	88957	MN LIFE INSURANCE CO	policy 0027324	606-1400-413.20-62		6/2008	14.43
						* Total	14.43
06/25/2008	88989	VERIZON WIRELESS	cust 2805815020001	606-1400-413.50-20		6/2008	32.00
						* Total	32.00
07/02/2008	89107	TAHMOORESSI, FEREDDOON	postage-return monitor	606-1400-413.50-35		7/2008	26.05
						* Total	26.05
07/09/2008	89127	ADVANCED TECHNOLOGY SYS	cust id cityinver	606-1400-413.60-41		7/2008	916.67

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CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/09/2008	89145	CIVICPLUS	city of inver grove	606-1400-413.30-70		* Total	916.67
07/09/2008	89233	SHEA, CATHY	phone support hp printer	606-1400-413.40-44		* Total	39.00
06/25/2008	88913	DAKOTA CTY SHERIFF'S DE	eva mae kirk cardenas	702-0000-229.10-00	** Fund Total	* Total	2,854.12
06/25/2008	88945	LEVANDER, GILLEN & MILL	client 81000e	702-0000-228.73-00		* Total	300.00
			client 81000e	702-0000-229.61-00		6/2008	300.00
			client 81000e	702-0000-230.05-00		6/2008	55.00
			client 81000e	702-0000-230.25-00		6/2008	9,729.50
			client 81000e	702-0000-230.38-00		6/2008	67.20
			client 81000e	702-0000-230.42-00		6/2008	372.65
						6/2008	1,268.05
						6/2008	1,173.00
						* Total	12,665.40
07/02/2008	89093	RAMSEY COUNTY SHERIFF'S	benjamin anthony karpeoh	702-0000-229.10-00		* Total	500.00
07/09/2008	89128	ALPINE CAPITAL LLC	escrow - 8225 cleary ct	702-0000-229.98-00		* Total	500.00
07/09/2008	89137	BEBEL, ALAN	escrow bal returned	702-0000-230.33-00		* Total	2,500.00
07/09/2008	89146	CKR INVESTING COMPANY	escrow 9056 buchanan trl	702-0000-229.82-00		* Total	2,500.00
07/09/2008	89155	DAKOTA CTY SHERIFF'S DE	diana lynn brennan	702-0000-229.10-00		* Total	350.05
07/09/2008	89165	EMMONS & OLIVIER RESOUR	city of inver grove	702-0000-230.25-00		* Total	350.05
			city of inver grove	702-0000-230.38-00		7/2008	4,935.19
			city of inver grove	702-0000-230.25-00		7/2008	4,935.19
			city of inver grove	702-0000-230.25-00		* Total	300.00
07/09/2008	89192	LILLIE SUBURBAN NEWSPAP	cust 1363	702-0000-228.20-00		* Total	300.00
07/09/2008	89210	NORTHLAND PALLET INC	escrow clark road	702-0000-230.33-00		* Total	6,069.30
07/09/2008	89256	WSB & ASSOCIATES, INC.	city of inver grove	702-0000-230.38-00		* Total	906.23
			city of inver grove	702-0000-229.61-00		7/2008	5,814.25
						7/2008	4,943.67
						* Total	477.15
						* Total	18,210.60
						* Total	11.59
						* Total	11.59
						* Total	1,250.00
						* Total	1,250.00
						* Total	1,883.00
						* Total	7,575.50
						* Total	9,458.50

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/25/2008	88957	MN LIFE INSURANCE CO	policy 0027324	703-5500-446.20-62		6/2008	2.22
						* Total	2.22
				11 Checks	** Fund Total		50,481.33
				1 Checks	** Fund Total		2.22
				438 Checks	*** Bank Total		2,265,143.55
				438 Checks	*** Grand Total		2,265,143.55

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Consider Final Pay Voucher and Change Order No. 1 for the VMCC Gazebo

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Meeting Date: July 14, 2008  
Item Type: Consent Agenda  
Contact: Eric Carlson – 651.450.2587  
Prepared by: Eric Carlson  
Reviewed by: Eric Carlson – Parks & Recreation

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

**PURPOSE/ACTION REQUESTED**

Approve the final voucher and change order No. 1 for the VMCC Gazebo.

**SUMMARY**

In October 2007, the Council approved the new gazebo for the VMCC. The project was awarded to St Croix Recreation for \$36,056 with a \$3,500 contingency for a project total of \$39,556.

There are two issues to address:

*Concrete*

During the utility locating process it was discovered that the main electrical line for the Grove is buried in the area. The installation of frost footings was not possible and an engineered slab was poured in place of the frost footings. The additional cost totaled \$4,328.26.

*Railings*

After installation, staff determined that two additional railings were necessary. The additional rails cost \$3,167.38.

The projects contingency is exceeded by \$3,993.64. It is recommended to increase the project contingency by \$3,993.64 bringing the project total to \$43,549.64. All funding for the project is from the 402 Fund, Park Acquisition and Development.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Request Approval to Execute Bremer Fraud Management Service Agreement for Positive Pay Transactions**

Meeting Date: July 14, 2008  
 Item Type: Consent Calendar  
 Contact: Ann Lanoue, Finance Director  
 Prepared by: Ann Lanoue & Cathy Shea  
 Reviewed by: Ann Lanoue

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

**PURPOSE/ACTION REQUESTED** We are requesting approval to execute the attached Bremer Fraud Management Service Agreement for Positive Pay Transactions.

**SUMMARY** We are requesting approval of this agreement which was suggested by Bremer Bank, our primary depository, following an attempted forgery. This service will allow us to send to the bank a listing of all checks issued by the City. The bank would then compare all checks presented for payment with this list. If any element does not match, they would contact us before paying the check. This provides additional security for City funds. The GFOA has strongly recommended that all governments implement positive pay. They consider it an important fraud prevention tool.

I recommend approval to execute the Bremer Fraud Management Service Agreement for Positive Pay Transactions.

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# Bremer Fraud Management Services Agreement

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## *BREMER BANK, NATIONAL ASSOCIATION*

This Bremer Fraud Management Services Agreement dated as of \_\_\_\_\_, 2007, is made by and between City of Inver Grove Heights (the "Business") and Bremer Bank, National Association (the "Bank").

Pursuant to this Agreement, the Bank is providing Bremer Fraud Management Services, a payment application designed to assist with managing the risk of unauthorized payments, checks, or debits presented to the Business's designated deposit account(s) maintained with the Bank. The Business acknowledges and agrees and confirms that a Bremer eBiz Agreement, an electronic service that permits Bremer customers to access financial services through the use of the Internet, has been executed by the Business and is in effect as of the date hereof. The Business is also required to provide the Bank with updated financial information and other information that may be required from time to time.

### **1. DEFINITIONS.**

- 1.1 **"Account"** means the Business's designated deposit account at the Bank.
- 1.2 **"ACH Transaction"** means an electronic transaction presented through an ACH Operator that has been properly authorized by the receiver of the transaction.
- 1.3 **"Business Day"** means any calendar day that the Bank and the Federal Reserve Bank of the United States of America both transact business.
- 1.4 **"Check"** means a draft, payable on demand to the Business and drawn on or payable through or at an office of a United States bank, whether or not negotiable, that is handled for forward collection, including a Substitute Check and a traveler's check; and does not include a non-cash item payable in a medium other than United States dollars.
- 1.5 **"Customer"** means a debtor obligated on one or more Checks.
- 1.6 **"Bremer Fraud Management Services" (the "Services")** means all information, web-based services, technological infrastructure and installed software on the Business's computers, which allow the Business to access the Services for purposes of making pay, no pay decisions regarding checks and ACH transactions being presented to their account.
- 1.7 **"Security Procedures"** means the use of identification codes, encryption, passwords, logon identifications, personal or location identification numbers, repetitive codes, and other security devices, systems and software used by the Business to communicate through the Internet for the Services.
- 1.8 **"Substitute Check"** meets the legal requirements of the "Check Clearing for the 21<sup>st</sup> Century Act" (Check 21) regulations.
- 1.9 **"Business Account Agreement"** are the rules that apply to business deposit accounts and were agreed to by the Company when signing a signature card and corporate resolution, opening and continuing to hold an account with the Bank
- 1.10 **"Cutoff Time"** is the time of business day that pay or return decisions will be communicated to the Bank

### **2. DUTIES AND RESPONSIBILITIES OF THE BANK**

- 2.1 **Use of the Services.** Under the terms and conditions of this Agreement, the Bank hereby grants to the Business a non-exclusive ability to utilize the Services through eBiz for purposes of making pay, no pay decisions regarding checks and ACH transactions being presented to the Business account.
- 2.2 **Processing.** The Bank will process requests for pay, no pay decisions submitted by the Business through the Services in accordance with the Bank's Business Account Agreement and all state and federal laws on any Business Day, subject to the agreed upon Cutoff Time.

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**2.3 Reporting.** Reports regarding the Services are available through eBiz daily after the Bank processes the requests that were submitted for that day's business.

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### **3. DUTIES AND RESPONSIBILITIES OF THE BUSINESS**

**3.1 Use of the Services.** The Business shall authorize designated representatives in Schedule A to make pay, no pay decisions. The Business shall submit issued "Check" files in the agreed upon format using the Services subject to the agreed upon Cutoff Time. The Business shall submit pay, no pay decisions based on the information provided by the Services. In the event that the Business does not provide pay, no pay decisions within the agreed upon Cutoff time, the Services will default to pay all items. In using the Services, the Business agrees to abide by all terms of use and procedures for using the Services.

**3.2 Fee for the Services.** The Business shall compensate the Bank for the performance of the Services in accordance with the pricing agreed upon by the Business and the Bank. Amounts payable by the Business to the Bank shall be collected on a monthly basis by the Bank. The Bank may change pricing from time to time. If the Business does not accept the pricing change, then the Business must notify the Bank within fifteen (15) days of the effective date of the pricing change.

**3.3 Operating Procedures.** If on any Business Day the Business cannot access the Services, the Business shall notify the Bank as soon as practicable.

**3.4 Returned Items.** In the event that the Business makes a no pay decision on a check or ACH transaction, the check or ACH transaction will be returned to the bank of first deposit as "Refer to Maker". The Business agrees to complete an Affidavit of Forgery or Affidavit of Unauthorized Transaction and file a police report within its local jurisdiction, if requested by the Bank. If the Business fails to execute an Affidavit of Forgery or Affidavit of Unauthorized Transaction, the Business agrees to assume all liability for collection and resolution of item(s).

### **4. REPRESENTATIONS, WARRANTIES, COVENANTS, AND LIABILITY**

**4.1 Representations and Warranties.** The Bank warrants to the Business, as of the date this Agreement is entered into and at the time the Services are used or performed, that: (a) it is validly existing and in good standing under the laws of the jurisdiction of its organization; (b) it has all requisite power and authority to execute and deliver, and to perform its obligations under this Agreement and the Services performed by it; and (c) this Agreement has been duly authorized and executed by it and constitutes its legal, valid and binding obligation. The Bank makes no representation or warranty, express or implied, and disclaims all warranties as to the merchantability, fitness for a particular purpose, or suitability of the Services for the Business, or as to the compatibility of the Bank's software, equipment or communication interfaces with those of the Business. The Business represents and warrants that: (d) it is fully authorized to enter into and perform under this Agreement and that this Agreement constitutes its legal, valid and binding obligation; (e) the Business is solvent and in good standing in the State of its organization; (f) it is not the present intent of the Business to seek protection under any Bankruptcy laws; (g) its Checks are currently and were at the time of their creation, *bona fide* and existing obligations of the Business; and (h) all Checks and all documents and practices related to them comply with applicable federal and state law.

**4.2 Liability.** The Bank will exercise ordinary care in providing the Services and will be responsible for any loss sustained by the Business only to the extent such liability, loss or damage is caused by gross negligence or willful misconduct. In no event shall clerical errors or mistakes in judgments constitute failure to exercise ordinary care, nor shall the Bank have any liability for any indirect, incidental, consequential (including lost profits), special or punitive damages, whether arising in contract or in tort, and whether or not the possibility of such damages was disclosed to or could have been reasonably foreseen by the Bank. The Bank shall not be liable for failure to perform any of its obligations in connection with the Services if such performance would result in it being in breach of any law, regulation or requirement of any governmental authority. If the Bank fails to debit or credit any of the Business's accounts utilized in connection with the Services in accordance with the terms and conditions of this Agreement applicable thereto, upon discovery or notification of such error, the Bank will properly debit or credit such Account, but the Bank shall not incur any liability therefore, including any loss resulting from failure by the Business to invest the amount of funds not properly credited to the Account.

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**4.3 Force Majeure.** Under no circumstances shall the Bank be responsible for any liability, loss or damage resulting from any delay in performance of or failure to perform in connection with the Services which is caused by interruption of telephone, telefacsimile or communication facilities, delay in transportation, equipment breakdown or mechanical malfunction, electrical, power or computer failure, accidents, fire, flood, explosion, theft, natural disaster or other catastrophe, acts or failure to act by the Business or any third party, strikes or lockouts, emergency conditions, riots, war, acts of government or other circumstances which are unavoidable or beyond the Bank's control.

**5. INDEMNIFICATION.** The Business shall indemnify and hold harmless the Bank and each of its directors, officers, employees, agents, successors and assigns ("Indemnities") from and against all liability, loss and damage of any kind (including attorneys' fees and other costs incurred in connection therewith) incurred by or asserted against such Indemnities in any way relating to or arising out of the Services, by reason of any acts or omissions of the Business or any third party or otherwise, except to the extent such liability, loss or damage is caused by the gross negligence or willful misconduct of such Indemnities (provided that reliance, without further investigation, on any oral, telephonic, electronic, written or other request, notice or instruction believed in good faith to have been given by the Business will in no event constitute gross negligence or willful misconduct on the part of such Indemnities).

**6. CONFIDENTIALITY.** All user guides, manuals, data, software, processes and other information provided to the Business in connection with the Services and all fee and pricing information with respect to the Services ("Information") is the proprietary and confidential property of the Bank and/or its relevant licensors or suppliers. The Business agrees to use the Information only in the manner specified by the Bank and in the ordinary course of the Business's business, to return it to the Bank upon termination of the relevant Services, and to keep the Information confidential and limit access thereto only to its agents and employees who require access in the normal course of their duties, except to the extent the Information is already in the public domain or the Business is required to disclose the Information by law.

**7. RECORDINGS AND RECORDS.** Either the Business or the Bank may produce telephonic or electronic recordings or computer records, including e-mail and telefacsimile transmissions, as evidence in any proceedings brought in connection with the Services. The Business agrees to the Bank's telephonic or electronic recording for security and quality of service purposes.

**8. NOTICES.** Any notice or other communication may be sent by the Bank to the Business at the Business's postal, e-mail, telefacsimile or other address provided by the Business to the Bank, and the Bank may assume that any notice or communication sent to the Business at any such address has been received by the Business, until the Business notifies the Bank in writing of another address. Either party may change its address for purposes hereof by written notice to the other in accordance with the provisions of this Section 10. The addresses for the parties are as follows:

**The Bank:** Bremer Financial Services, Inc., 8555 Eagle Point Boulevard, Lake Elmo, MN 55042

**The Business:** City of Inver Grove Heights, 8150 Barbara Avenue E, Inver Grove Heights, MN 55077-3410

**9. ACCOUNTS.** The Services involving the Business's accounts at the Bank are subject to the Bank's terms and conditions of deposit accounts and availability schedules in effect from time to time, provided that in the event of any conflict between this Agreement and the Bank's terms and conditions of deposit accounts, this Agreement shall prevail.

**10. AMENDMENTS.** From time to time, the Bank may, by notice to the Business, amend any of the terms and conditions of this Agreement. Unless the Business terminates this Agreement within five (5) business days following receipt of such notice as provided for in Section #8 hereof, the Business shall be deemed to consent to such amendment. No other amendments to this Agreement shall be binding upon the parties unless the same are in writing and executed by both parties.

**11. COMPLIANCE.** The Business shall comply with all laws, rules and regulations in connection with the Services. The Business agrees to be bound by such rules, and agrees that no entries that violate United States law may be initiated.

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**12. DISCLOSURE.** The Business acknowledges that the Bank may have certain legal record keeping and reporting requirements with respect to the Services and consents to the Bank's disclosure to governmental authorities of information concerning the Business and the Services provided to the Business which the Bank believes to be appropriate or necessary to fulfill such legal requirements.

**13. TERMINATION.** Either party may terminate the Services by providing five business (5) days prior written notice to the other party. The Bank may also terminate or suspend the Services without notice to the Business if any of the following occurs: (a) the Business becomes insolvent or files, or has filed against it, any Bankruptcy or other insolvency, reorganization, liquidation or dissolution proceeding of any kind; (b) a material adverse change occurs in the Business's business or financial condition; (c) the Bank has reason to believe that the Business has engaged in fraudulent or illegal activity; (d) the Business fails to maintain balances in accounts sufficient to cover overdrafts; (e) the Business violates the terms of this Agreement, any other deposit agreement or any financing arrangement with the Bank; (f) the Business fails to provide financial information reasonably requested by the Bank; (g) the Bank determines it is impractical or illegal to provide the Services because of changes in laws, regulations or rules; or (h) the Bank, in good faith, is unable to satisfy itself that the Services has been properly authorized by the Business; (i) the Business or its employees or agents, in connection with use of the Services, violate any Federal or State laws including Federal Reserve Regulations, Automated Clearing House Association ("NACHA") Rules, or Uniform Commercial Code, 12 CFR Part 229, Regulation CC). Notwithstanding any termination, the terms of this Agreement shall apply to all transactions, which have been initiated prior to termination. In the event of termination of this Agreement, the Business agrees to continue to abide by the terms and conditions stated within the Bank's Business Account Agreement and recognizes that automated processing of the Business's Checks is reasonable and that the Business has responsibility for preventing and reporting forgeries, alterations, and other unauthorized uses of your Checks or Accounts.

**14. GOVERNING LAW; SEVERABILITY.** Except to the extent superseded by Federal law, the provision of Services shall be governed by the laws of the state in which the principal office of the Bank is located. The Business agrees that the courts of such state shall have jurisdiction to hear any dispute arising out of the Services and submits to the jurisdiction of such courts. Any provision of this Agreement, which is unenforceable, shall be ineffective to the extent of such provision, without invalidating the remaining provisions of this Agreement. If performance of the Services would result in violation of any law, regulation or governmental policy, this Agreement shall be deemed amended to the extent necessary to comply therewith.

**15. ARBITRATION.** Any claim or dispute ("Claim") by either the Bank or the Business against each other, relating in any way to this Agreement or any prior Agreement between parties shall be resolved by binding arbitration. This applies to all Claims whether under a statute, in contract, tort, or otherwise and whether for money damages, penalties or declaratory or equitable relief, including Claims regarding applicability of this Arbitration Agreement or the validity of the entire Agreement or any prior Agreement.

The American Arbitration Association will conduct the arbitration, using the Commercial Arbitration Rules in effect at the time the Claim is filed. Either party can obtain rules and forms and file Claims at any American Arbitration Association office, including 700 Pillsbury Center, 200 South Sixth Street, Minneapolis, Minnesota 55402-1092. Any arbitration hearing at which the Business appears will take place within the federal judicial district that includes the Business's address at the time the Claim is filed. This Arbitration Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16 ("FAA"). Judgment upon any arbitration award may be entered in any court having jurisdiction. If either party requests, the arbitrator shall write an opinion containing the reasons for the award.

There will be no jury for any Claim submitted to arbitration. This Arbitration Agreement applies to all Claims now in existence or that may arise in the future. This Arbitration Agreement will survive the termination of this Agreement.

For the purposes of this Arbitration Agreement, the "Bank" means Bremer Bank, its parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, and all of their officers, directors, employees, agents and assigns or any and all of them. Also, for the purpose of this Arbitration Agreement, the "Business" shall mean all persons or entities contractually obligated on the Account and all authorized users of the Account, its parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, and all of their officers, directors, employees, agents and assigns or any and all of them.

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If any part of this Arbitration Agreement is found to be invalid or unenforceable under any law or statute consistent with the FAA, the remainder of this Arbitration Agreement shall be enforceable without regard to such invalidity of unenforceability.

THE RESULT OF THIS ARBITRATION AGREEMENT IS THAT CLAIMS CANNOT BE LITIGATED IN COURT, INCLUDING SOME CLAIMS THAT COULD HAVE BEEN TRIED BEFORE A JURY.

**16. WAIVER OF JURY TRIAL.** THE BUSINESS AND THE BANK WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES USED BY THE BUSINESS.

**17. GENERAL.** This Agreement manifests the entire agreement between the parties regarding the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. Neither party relied on any representation or promise by the other party that are not set forth in this Agreement. This Agreement may not be assigned by the Business without the Bank's prior written consent. The Bank may assign this Agreement without the Business's consent. Neither the Business nor the Bank shall display any name, trademark or service mark of the other without the prior written consent of the other. The Business shall not advertise or promote the Services without the Bank's prior written consent. This Agreement shall bind and benefit the parties and their successors and assigns. None of the terms of this Agreement may be waived except as the Bank may consent in writing, and no agreement with or representation made by any employee of the Bank that is in conflict with this Agreement will be binding on the Bank unless contained in a written modification of this Agreement signed by an authorized officer of the Bank. No delay on the part of the Bank in exercising any right or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power under this Agreement preclude further exercise thereof or the exercise of any other right or power. The rights and remedies under this Agreement are cumulative and not exclusive of any rights or remedies which the Bank would otherwise have. Section headings in this Agreement are for convenience of reference only and do not constitute a part hereof or thereof. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

**Business : City of Inver Grove Heights**

**Bremer Bank, National Association**

**By:** \_\_\_\_\_

**By:** Jill Nelson

**Its:** \_\_\_\_\_

**Its:** Vice President

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

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**SCHEDULE A**

**Bremer Fraud Management Service - Authorized Representatives**

\_\_\_\_\_  
Name Signature Phone Number

**Bremer Fraud Management Service – Account Listing**

**Account:** \_\_\_\_\_ **Account:** \_\_\_\_\_

**Account:** \_\_\_\_\_ **Account:** \_\_\_\_\_

**Account:** \_\_\_\_\_ **Account:** \_\_\_\_\_

The Business authorizes the Bank to rely on written notice received from the Business Authorized Representative identified above until such authorization is revoked in writing in accordance with the Services Agreement.

**City of Inver Grove Heights**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_  
Signature

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Consider Approval to Purchase Flag Poles for Inver Wood Golf Course

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Meeting Date: July 14, 2008  
 Item Type: Consent Agenda  
 Contact: Eric Carlson – 651.450.2587  
 Prepared by: Eric Carlson  
 Reviewed by: Eric Carlson – Parks & Recreation  
 Al McMurchie – Inver Wood

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

**PURPOSE/ACTION REQUESTED**

Approve purchase of flag poles and related improvements for Inver Wood Golf Course as follows:

American Flagpole and Flag Co.	\$5,000.24
Prestige Electric	\$4,900.00
Landscape supplies (by golf course staff)	<u>\$2,000.00</u>
<b>Total</b>	<b>11,900.24</b>

Funding is from a \$6,000 donation from the Inver Grove Heights American Legion Post 424 and \$6,000 Community Projects Fund.

**SUMMARY**

The Inver Grove Heights American Legion has donated \$6,000 toward the installation of flag poles at the Inver Wood Golf Course. This City facility does not currently have any flag poles. Staff has secured the following quotes:

**Flagpoles (3)**

American Flagpole and Flag Co	\$5,000.24
Victory Corps	\$6,447.51

**Related Electrical**

Prestige Electric	\$4,900.00
Total Construction	\$5,910.00

In addition, staff estimates landscaping of hardscape, plants, and restoration to cost no more than \$2,000. These improvements would be accomplished by Inver Wood staff.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Resolution Approving the Professional Service Contract with Dakota County Soil and Water Conservation District for City Project NO. 2008-09D – Urban Street Reconstruction Project, Area 3**

Meeting Date: July 14, 2008  
 Item Type: Consent  
 Contact: Steve W. Dodge, 651.450.2541  
 Prepared by: Steve Dodge, Asst. City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director

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

**PURPOSE/ACTION REQUESTED**

Consider adopting a resolution approving the Professional Service Contract with Dakota County Soil and Water Conservation District for City Project No. 2008-09D.

**SUMMARY**

The City Engineering Staff is requesting the expertise of the Dakota County Soil and Water Conservations District in performing inspections on the construction of the raingardens so they are properly built and for holding neighborhood planting events to properly train the citizens on planting and caring for the raingardens. Currently there are 20 raingardens within the 2008 South Grove Street Reconstruction Area 3 project and Dakota County runs the Blue Thumb Program for planting neighborhood raingardens and has staff well trained and versed on the proper construction, installation, planting, and care needed for a successful raingarden initiative.

Public Works recommends adoption of the resolution approving the Professional Service Contract with Dakota County Soil and Water Conservation District for City Project No. 2008-09D for a not-to-exceed amount of \$3,000.00.

SWD/rs

Attachment: Letter  
 Agreement  
 Resolution



**DAKOTA COUNTY SOIL AND WATER  
CONSERVATION DISTRICT**

Dakota County Extension and Conservation Center  
4100 220<sup>th</sup> Street West, Suite 102  
Farmington, Minnesota 55024  
Phone: (651) 480-7777 Fax: (651) 480-7775  
[www.dakotacountyswcd.org](http://www.dakotacountyswcd.org)

July 7, 2008

Mr. Steve Dodge  
City of Inver Grove Heights  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

**RE: AGREEMENT FOR URBAN CONSERVATION TECHNICAL SERVICES**

Dear Steve:

Per your request, enclosed is an urban services agreement between the Dakota County Soil and Water Conservation District (District) and City of Inver Grove Heights. The contract incorporates scope of services we discussed for the South Grove Reconstruction Raingarden Installation Project for a term from August 7, 2008 to October 31, 2008. Together we will work to make this a successful project by providing construction observation and recommendations for raingarden installations. We will also provide on-site consultation for residents during the raingarden planting dates and foster a sense of ownership and pride in their new gardens.

We should meet soon to discuss opportunities to build residence and businesses enthusiasm for voluntary installation of water quality practices while meeting the City of Inver Grove Heights MS4 program requirements.

The District looks forward to continuing a strong working relationship with the City of Inver Grove Heights in 2009. If you have any questions please call me at 651-480-7781.

Sincerely,

Dakota County Soil and Water Conservation District

Mike Isensee  
Urban Conservationist

Enclosure

**AGREEMENT**  
**BETWEEN THE**  
***DAKOTA COUNTY SOIL & WATER CONSERVATION DISTRICT***  
**AND**  
***THE CITY OF INVER GROVE HEIGHTS***  
**RELATING TO**

<b>URBAN CONSERVATION TECHNICAL SERVICES</b>
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**THIS AGREEMENT** is made by and between the Dakota County Soil and Water Conservation District, hereinafter referred to as the "District", and the City of Inver Grove Heights, hereinafter referred to as the "City". This agreement is entered into between the District and the City for technical assistance for the South Grove Reconstruction Residential Raingarden Project.

**WHEREAS**, the City is reconstructing the South Grove area streets and installing storm sewer

**WHEREAS**, the City is initiating a voluntary residential raingarden program for residents of the South Grove Reconstruction Project

**WHEREAS**, the District has the field experience and technical standards for proper installation of raingardens

**WHEREAS**, the City is requesting the District apply it's field experience and technical standards to enable the City to make informed decisions and provide guidance for the correct installation of stormwater quality best management practices;

**THEREFORE**, both parties agree to the following:

**I. TERM OF AGREEMENT**

The term of this agreement shall be in effect from July 14, 2008 to October 31, 2008 not to exceed 40 hours District staff time.

## II. TERM(S) OPTION

- A. This is a one-time agreement specific to raingarden installation for the South Grove Reconstruction Project

## III. SERVICES TO BE PROVIDED - DISTRICT

The District shall perform the following work, as per the conditions of this agreement:

### A. Raingarden Construction Consultation to Demonstrate Proper Installation- 20 Hours

Using field experience and the District technical standards the District will provide up to 20 hours on-site consultation to demonstrate the proper installation techniques of up to 8 raingardens and provide technical guidance for installation of remaining raingardens on the South Grove Reconstruction Project. If installation procedures do not meet the techniques and materials set forth by the District technical standards the District shall:

1. Describe the observed construction procedures and/or materials that have a potential for negative impacts to the long-term performance of the stormwater best management practice to the city representative and construction contractor.
2. Discuss potential alternative procedures and materials.
3. Photo document installation procedures and provide a written recommendation for future installation specifications.

### B. Raingarden Planting Consultation for Residents- 20 Hours

The District will provide on site consultation for 20 residents participating in the raingarden program as part of the South Grove Reconstruction Project. The City will be responsible to coordinate up to three planting dates with the District and, deliver the plants to each raingarden.

## IV. PROJECTS TO WHICH SERVICES APPLY

Services shall be provided for construction of the raingardens associated with the South Grove Reconstruction Project.

## **V. PAYMENT FOR SERVICES**

Payment for services shall be made to the District for materials and actual hours worked at a rate of \$60.00 per hour. The District shall bill the City on a monthly basis with cost accounting information. The City shall make payment within thirty (30) days upon receipt of the invoice.

## **VI. INSURANCE**

The parties agree that they will at all times during the term of this Contract, have and keep in force, at their own expense, insurance of the types and amounts outlined below, covering any injury caused by any act or omission on the part of each party in the performance of or with relation to any of the work or service provided to be performed under the terms of this Contract, in the following amounts:

Workers' Compensation - Statutory Minimum.

Such policies of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of the indemnity provisions herein.

## **VII. INDEMNIFICATION**

The District shall indemnify up to the limits of its insurance or the statutory limits, whichever is greater, hold harmless and defend the City, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions which the City, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any negligent or willful act or omission of the District, its agents, servants or employees, in the execution, performance, or failure to adequately perform the District's obligations pursuant to this Contract.

The City shall indemnify up to the limits of its insurance or the statutory limits, whichever is greater, hold harmless and defend the District, its officers and employees against any and all liability, loss, costs, damages, expenses, claims, or actions which the District, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any negligent or willful act or omission of the City, its agents, servants, or employees, in the execution, performance, or failure to adequately perform the City's obligations pursuant to this Contract.

## **VIII. SUBCONTRACTING AND ASSIGNMENT**

Parties to this Contract shall not enter into any subcontract for the performance of the services contemplated under this Contract nor assign any interest in the Contract without prior written approval of all parties and subject to such conditions and provisions as are deemed necessary.

The subcontracting or assigning party shall be responsible for the performance of its subcontractors or assignors unless otherwise agreed.

#### **IX. DELAYS**

Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's employees and agents.

#### **X. MODIFICATIONS**

Any alterations, variations, modifications, or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, signed by authorized representatives of the District and the City, and attached to this Contract.

#### **XI. MERGER**

The entire and integrated agreement of the parties is contained in this Contract which shall supersede all prior negotiations, representations or agreements whether written or oral. All items referred to in this Contract as incorporated or attached are deemed to be part of this Contract.

#### **XII. WAIVER**

The waiver of any of the rights and/or remedies arising under the terms of this Contract on any occasion by either party hereto shall not constitute a waiver of any rights and/or remedies in respect to any subsequent breach or default of the terms of this Contract. The rights and remedies provided or referred to under the terms of the Contract are cumulative and not mutually exclusive.

#### **XIII. TERMINATION**

The District or City may terminate this Contract without cause and for any reason whatsoever upon written notice thereof to the other party. In such event, the District shall be entitled to receive compensation for the services provided in a satisfactory manner up to and including the effective date of termination. The District shall provide the City with all work products upon receipt of compensation for services.

#### **XIV. LIAISON/AUTHORIZED REPRESENTATIVES/NOTIFICATION**

##### **A. Liaison**

To assist the parties, ensure compliance and provide ongoing consultation, a liaison shall be designated by the District and the City. Mike Isensee, Urban Conservationist, shall act on behalf of the District, at 651-480-7781. Steve Dodge, Assistant City Engineer, shall act on behalf of the City, at 651-450 2541.

**B. Authorized Representative**

**City:** The Public Works Director is the City Representative who has the authority to modify or terminate this Contract when so authorized by the City Council.

**District:** The District Manager is the District's representative who has the authority to modify or terminate this Contract when so authorized by the District Board.

**XV. NOTIFICATION**

Notification required to be provided pursuant to this Contract shall be provided to the following named persons and addresses unless otherwise stated in this Contract, or in a modification of this Contract.

**To the City:**

Mr. Steve Dodge  
Assistant City Engineer  
City of Inver Grove Heights  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

**To the District:**

Mr. Brian Watson  
District Manager  
Dakota County SWCD  
4100 220<sup>th</sup> Street, Suite 102  
Farmington, MN 55024

**XVI. MINNESOTA LAW TO APPLY**

The parties agree that Minnesota is both the place of making of this Contract and the place of performance of this Contract and shall be governed by and construed in accordance with the laws of the state of Minnesota. All proceedings related to this Contract shall be reviewed in the State of Minnesota.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be duly executed.

City of Inver Grove Heights

Dakota County SWCD

By: \_\_\_\_\_

By: \_\_\_\_\_

Director of Public Works

Board of Supervisors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title:

District Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY**

**RESOLUTION APPROVING THE PROFESSIONAL SERVICE CONTRACT WITH DAKOTA COUNTY  
SOIL AND WATER CONSERVATION DISTRICT FOR CITY PROJECT NO. 2008-09D – URBAN  
STREET RECONSTRUCTION PROJECT, SOUTH GROVE AREA 3**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, as part of the City's 2008 Pavement Management Program, the South Grove Area 3 has been identified for reconstruction starting in 2008; and

**WHEREAS**, in order to improve water quality the City Council has authorized the development of raingardens within the reconstruction project; and

**WHEREAS**, based on the experience the Dakota County Soil and Water Conservation District has with the construction, planting, and maintenance of raingardens it was decided that their services are deemed necessary for success of the raingardens.

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

1. The proposal of Dakota County Soil and Water District is accepted in the amount not-to-exceed of \$3,000.00 for applying their technical standards and experience in the construction, planting, and maintenance of raingardens for City Project No. 2008-09D Urban Street Reconstruction Project South Grove Area 3.
2. Enter into an agreement between the Dakota County Soil & Water Conservation District and The City of Inver Grove Heights relating to Urban Conservation Technical Services for oversight of the construction, planting, and maintenance of raingardens for City Project No. 2008-09D Urban Street Reconstruction Project South Grove Area 3.

Adopted by the City Council of Inver Grove Heights, Minnesota this 14<sup>th</sup> day of July, 2008.

AYES:

NAYS:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Rheaume, Deputy Clerk

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**LEVANDER,  
GILLEN &  
MILLER, P.A.**

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ATTORNEYS AT LAW

ROGER C. MILLER  
TIMOTHY J. KUNTZ  
DANIEL J. BEESON  
\*KENNETH J. ROHLF  
◊STEPHEN H. FOCHLER  
◊JAY P. KARLOVICH  
ANGELA M. LUTZ AMANN  
\*KORINE L. LAND  
ANN C. O'REILLY  
◻\*DONALD L. HOEFT  
DARCY M. ERICKSON  
DAVID S. KENDALL  
JEROME M. PORTER  
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

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**TO: Mayor and Council Members**  
**FROM: Timothy J. Kuntz and Kenneth J. Rohlf, City Attorneys**  
**DATE: July 14, 2008**  
**RE: Lakebridge Right-of-Entry Agreements**  
**South Grove Street Reconstruction Project**  
**City Project No.2008-09D**

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**Section 1. Background:** Construction plans were prepared for City of Inver Grove Heights Project No. 2008-09D (the "Project") which provides for reconstructing all streets including sub-grade correction, a mill and overlay of some street segments, new curb and gutter and new storm sewer. To facilitate construction of the Project the City must acquire certain property rights from various Lakebridge Associations. To assist with the acquisition of property rights for the Project, the City engaged Kunde Consultants to prepare a tree appraisal report for the trees that will be damaged and/or destroyed as a result of completing the Project. Kunde Consultants' tree appraisal report for the trees that will be damaged and/or destroyed as a result of completing the Project states as follows:

<b>Lakebridge 1, 2 &amp; 3 Association:</b>	
Tree Valuations Inside & Outside Existing City Permanent Easement Area (Trees #1-7)	\$7,974.02
<b>Lakebridge 4 Association:</b>	
Tree Valuations Inside & Outside Existing City Permanent Easement Area (Trees #8-12)	\$2,412.94
<b>Lakebridge Property Owners Association:</b>	
Tree Valuations Inside & Outside Existing City Permanent Easement Area	\$0.00

The City will not be compensating the Landowner for the removal of trees that are currently located within an existing City Permanent Easement Area. The City has negotiated the acquisition of various Rights-of-Entry from the Lakebridge 1, 2 & 3 Association, the Lakebridge 4 Association and the Lakebridge Property Owners Association for the total monetary sum of

\$7,800.00; which sum is calculated as follows:

<b>Lakebridge 1, 2 &amp; 3 Association:</b>	
Tree Valuations Inside and Outside Existing City Permanent Easement Area (Trees #1-7)	\$7,974.02
<b>Less:</b> Valuation of trees inside existing City Permanent Easement Area (Tree Number #4)	(\$1,080.21)
<b>Less:</b> Deduction for the removal of the two berms being completed by the City	(\$1,000.00)
<b>Compensation to Lakebridge 1, 2 &amp; 3 (rounded) in exchange for Grant of Right-of-Entry</b>	\$5,900.00

<b>Lakebridge 4 Association:</b>	
Tree Valuations Inside & Outside Existing City Permanent Easement Area	\$2,412.94
<b>Less:</b> Valuation of trees inside existing City Permanent Easement Area (Tree Numbers #8 & 10)	(\$870.68)
<b>Plus:</b> Allocation to Association to permit the Relocation by Lakebridge 4 of Tree #10	\$350.00
<b>Compensation to Lakebridge 4 (rounded) in exchange for Grant of Right-of-Entry</b>	\$1,900.00

<b>Lakebridge Property Owners Association:</b>	
Tree Valuations Inside & Outside Existing City Permanent Easement Area	\$0.00
<b>Compensation to Lakebridge Property Owners Association in exchange for Grant of Right-of-Entry</b>	\$0.00

**The following represents the settlement that each of the respective Associations would require to amicably grant the Right-of-Entry requested.**

**Section 2. Settlement Proposal Terms:**

To amicably resolve the acquisition of the Right-of-Entry, the following cash and in-kind compensation would be required:

1. Lakebridge 1, 2 & 3 Association
  - a. Cash Compensation of \$5,900.00.

2. Lakebridge 4 Association
  - a. Cash Compensation of \$1,900.00.
3. Lakebridge Property Owners Association
  - a. No Compensation.

**Recommendation:**

In light of all relevant facts concerning the various Association properties and in consideration of the value to the City to construct its Project, the City Engineer's Office and the Office of the City Attorney recommend acceptance of the settlement set forth herein and request that the City Council ratify the negotiated settlement reached between the City and Lakebridge 1, 2 & 3 Association, Lakebridge 4 Association and Lakebridge Property Owners Association for damages associated with the construction of City Project No.2008-09D and the acquisition of the Right-of-Entry.



**CONSULTANTS**  
ENVIRONMENTAL CONSULTING - WOODS - LAND - WATER  
A DIVISION OF S&S SPECIALISTS

405 Hardman Avenue, South St. Paul, MN 55075

June 9, 2008

Re: South Grove Street Project

Nick Hahn, Engineering Technician (& Steve Dodge, Asst. City Engineer)  
City of Inver Grove Heights

Office: 651-554-3445  
Mobile: (651) 470-6767  
Fax: (651) 450-2502  
[nhahn@ci.inver-grove-heights.mn.us](mailto:nhahn@ci.inver-grove-heights.mn.us)

Mr. Hahn,

At your request, on June 6<sup>th</sup>, 2008 I completed a tree appraisal at Clayton Ave & 67<sup>th</sup> Street in Inver Grove Heights, MN. The purpose of the appraisal was to arrive at a valuation of the loss to be incurred by removal of a dozen established trees necessary due to a proposed city storm sewer project. A linear corridor will run north and south between several multi-family townhomes, connecting from 67<sup>th</sup> Street on the south to Bohrer Pond at the north end.

The International Society of Arboriculture's publication Guide for Plant Appraisal, 9<sup>th</sup> Edition, ©2000 ISA, plus the Minnesota Supplement to this Guide, ©1996 MSA (plus updated but as yet unpublished 2007 factors), as well as other official supplemental publications, provided the guidelines and standards used. Still, there is a subjective nature to any appraisal. The best judgment of the appraiser and a "reasonableness test" are appropriate factors in arriving at any final value.

The total appraised value for eleven trees and one juniper shrub is **\$10,400.00** (Ten thousand four hundred dollars). An individual list and location map follow.

Office: 651-484-0114

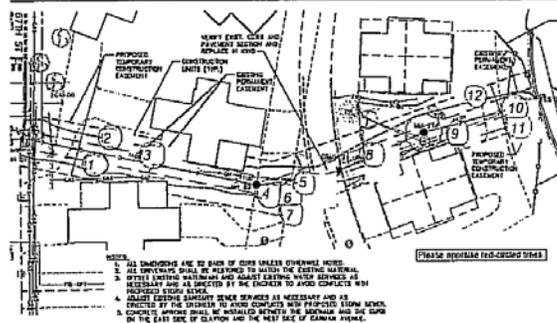
fax: 651-451-1787

[www.kundeco.com](http://www.kundeco.com)



**KUNDE CONSULTANTS**  
 ENVIRONMENTAL CONSULTING - WOODS - LAND - WATER  
 A DIVISION OF S&S SPECIALISTS

405 Hardman Avenue, South St. Paul, MN 55075



Tree Number	Species	Size (DBH)	Appraised Value
1	green ash	23.7	2608.72
2	sugar maple	12.6	551.24
3	green ash	19.4	1586.18
4	green ash	18.0	1080.21
5	green ash	17.7	960.44
6	green ash	16.7	786.24
7	green ash	12.0	400.99
8	white spruce	13.7	753.83
9	crabapple	9.3	329.05
10	blue spruce	6.0	116.85
11	silver maple	15.0	838.21
12	juniper	5'	375.00

\$7,974.02

\$2,412.94

\$10,386.95

I attest that I have no present nor contemplated future interest in the property inspected and that neither the employment to make this appraisal nor the compensation for it is contingent upon the assessed value of the subject tree. I have neither personal interest in nor bias with respect to the subject matter. I have inspected the subject site, and to my knowledge, all statements and information are true and correct.

Sincerely,

Glen Olson  
 Certified Arborist  
 Kunde Consultants

Office: 651-484-0114

fax: 651-451-1787

[www.kundeco.com](http://www.kundeco.com)

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

**RESOLUTION NO. 08-\_\_\_\_\_**

**A RESOLUTION APPROVING THE NEGOTIATED SETTLEMENT BETWEEN  
LAKEBRIDGE 1, 2 & 3 ASSOCIATION, LAKEBRIDGE 4 ASSOCIATION AND  
LAKEBRIDGE PROPERTY OWNERS ASSOCIATION AND THE CITY  
CONCERNING DAMAGES RELATING TO THE LAKEBRIDGE 1, 2 & 3  
ASSOCIATION, LAKEBRIDGE 4 ASSOCIATION AND LAKEBRIDGE PROPERTY  
OWNERS ASSOCIATION PROPERTIES RELATIVE TO CITY PROJECT 2008-09D,  
SOUTH GROVE STREET RECONSTRUCTION PROJECT**

**WHEREAS**, construction plans have been prepared for City of Inver Grove Heights Project No. 2008-09D (the “Project”) which provides for reconstructing all streets including sub-grade correction, a mill and overlay of some street segments, new curb and gutter and new storm sewer;

**WHEREAS**, the City must acquire certain property rights to facilitate construction of the Project;

**WHEREAS**, the City engaged Kunde Consultants to prepare a tree appraisal report for the trees that will be damaged and/or destroyed as a result of completing the Project.

**WHEREAS**, Kunde Consultants’ tree appraisal report for the trees that will be damaged and/or destroyed as a result of completing the Project states as follows:

<b>LAKEBRIDGE 1, 2 &amp; 3 ASSOCIATION:</b>	
TREE VALUATIONS INSIDE & OUTSIDE EXISTING CITY PERMANENT EASEMENT AREA (TREES #1-7)	<b>\$7,974.02</b>
<b>LAKEBRIDGE 4 ASSOCIATION:</b>	
TREE VALUATIONS INSIDE & OUTSIDE EXISTING CITY PERMANENT EASEMENT AREA (TREES #8-12)	<b>\$2,412.94</b>
<b>LAKEBRIDGE PROPERTY OWNERS ASSOCIATION:</b>	
TREE VALUATIONS INSIDE & OUTSIDE EXISTING CITY PERMANENT EASEMENT AREA	<b>\$0.00</b>

**WHEREAS**, the City will not be compensating the Landowner for the removal of trees that are currently located within an existing City Permanent Easement Area.

**WHEREAS**, the City has negotiated the acquisition of various Rights-of-Entry from the Lakebridge 1, 2 & 3 Association, the Lakebridge 4 Association and the Lakebridge Property Owners Association for the total monetary sum of \$7,800.00; which sum is calculated as follows:

<b>LAKEBRIDGE 1, 2 &amp; 3 ASSOCIATION:</b>	
TREE VALUATIONS INSIDE AND OUTSIDE EXISTING CITY PERMANENT EASEMENT AREA (TREES #1-7)	<b>\$7,974.02</b>
<b>LESS:</b> VALUATION OF TREES INSIDE EXISTING CITY PERMANENT EASEMENT AREA (TREE NUMBER #4)	<b>(\$1,080.21)</b>
<b>LESS:</b> DEDUCTION FOR THE REMOVAL OF THE TWO BERMS BEING COMPLETED BY THE CITY	<b>(\$1,000.00)</b>
<b>COMPENSATION TO LAKEBRIDGE 1, 2 &amp; 3 (ROUNDED) IN EXCHANGE FOR GRANT OF RIGHT-OF-ENTRY</b>	<b>\$5,900.00</b>

<b>LAKEBRIDGE 4 ASSOCIATION:</b>	
TREE VALUATIONS INSIDE & OUTSIDE EXISTING CITY PERMANENT EASEMENT AREA	\$2,412.94
<b>LESS:</b> VALUATION OF TREES INSIDE EXISTING CITY PERMANENT EASEMENT AREA (TREE NUMBERS #8 & 10)	<b>(\$870.68)</b>
<b>PLUS:</b> ALLOCATION TO ASSOCIATION TO PERMIT THE RELOCATION BY LAKEBRIDGE 4 OF TREE #10	\$350.00
<b>COMPENSATION TO LAKEBRIDGE 4 (ROUNDED) IN EXCHANGE FOR GRANT OF RIGHT-OF-ENTRY</b>	<b>\$1,900.00</b>

<b>LAKEBRIDGE PROPERTY OWNERS ASSOCIATION:</b>	
TREE VALUATIONS INSIDE & OUTSIDE EXISTING CITY PERMANENT EASEMENT AREA	\$0.00
<b>COMPENSATION TO LAKEBRIDGE PROPERTY OWNERS ASSOCIATION IN EXCHANGE FOR GRANT OF RIGHT-OF-ENTRY</b>	<b>\$0.00</b>

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

1. The collective negotiated settlement in the sum of \$7,800.00 concerning damages associated with the City's acquisition of three separate Rights-of-Entry over a portion of the the Lakebridge 1, 2, & 3 Association, the Lakebridge 4 Association and the Lakebridge Property Owners Association relative to City Project 2008-09D is hereby approved.
  - a. Lakebridge 1, 2 & 3 Association \$5,900.00
  - b. Lakebridge 4 Association \$1,900.00
  - c. Lakebridge Property Owners Association \$ 0.00
2. Payment of the respective negotiated settlement amounts reflected above is hereby authorized upon receipt by the City of the executed Rights-of-Entry and related documentation.

Passed this 14<sup>th</sup> day of July, 2008.

---

George Tourville, Mayor

Attest:

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Melissa Rheaume, Deputy City Clerk

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Resolution Accepting Bids and Awarding Contract for the 2008 Pavement Management Program, City Project No. 2008-09C – Mill and Overlay

Meeting Date: July 14, 2008  
 Item Type: Consent  
 Contact: Steve Dodge, 651.450.2541 *SWD*  
 Prepared by: Steve Dodge, Asst. City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Consider resolution accepting bids and awarding contract for the 2008 Pavement Management Program, City Project No. 2008-09C Mill and Overlay Program.

**SUMMARY**

City Project No. 2008-09C was advertised with bids received and publicly read aloud at 10:00 a.m. on July 2, 2008. Seven contractors submitted bids. See the attached minutes of the bid opening for details.

The low bid of \$121,573.08, submitted by Bituminous Roadways, Inc. is close to the engineers estimate. This should result in a final project costs near the \$155,690 estimated costs, with contingencies.

I recommend that the City Council adopt the resolution accepting the bids and awarding the contract for City Project No. 2008-09C – Mill and Overlay to Bituminous Roadways, Inc. in the amount of \$121,573.08.

SWD/rs

Attachments: Minutes of Bid Opening  
 Resolution

**CITY OF INVER GROVE HEIGHTS  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077**

**Minutes of Bid Opening on Wednesday, July 2, 2008**

**CITY PROJECT NO. 2008-09C  
MILL AND OVERLAY PROGRAM**

Pursuant to an advertisement for bids for City Project No. 2008-09C – Mill and Overlay Program, an administrative meeting was held on July 2, 2008 for the purpose of bid opening. Bids were opened and read aloud.

Attending the meeting were:

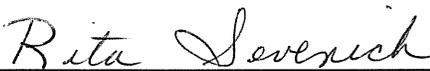
Steve Dodge, Asst. City Engineer  
Tony Kieger, Hardrives, Inc.  
Gerald Aslakson, Aslakson's Blacktop  
Anthony Koop, Bituminous Roadways, Inc.  
Gary Otte, McNamara Contracting  
Brent Carron, Valley Paving  
Lance Guentzel, Northwest Asphalt  
Rita Sevenich, Office Support

Bids were opened and read aloud as follows:

<u>Bidder</u>	<u>Bid Bond</u>	<u>Base Bid</u>
Bituminous Roadways, Inc.	Yes	\$121,573.08
Valley Paving	Yes	\$123,000.00
McNamara Contracting, Inc.	Yes	\$127,281.58
Aslakson Blacktop Services	Yes	\$130,034.78
Ace Blacktop	Yes	\$130,676.40
Northwest Asphalt, Inc.	Yes	\$131,589.91
Hardrives, Inc.	Yes	\$142,704.98

The bids have been tabulated and verified and are accurate as shown above.

Submitted by:

  
\_\_\_\_\_  
Rita Sevenich, Office Support

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

**RESOLUTION ACCEPTING BIDS AND AWARDING CONTRACT FOR THE 2008 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2008-09C – MILL AND OVERLAY TO BITUMINOUS ROADWAYS, INC. IN THE AMOUNT OF \$121,573.08**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, pursuant to an advertisement for bids for the 2008 Pavement Management Program, City Project 2008-09C, Mill and Overlay, bids were received, opened, read aloud, and tabulated according to law. The following bids were received complying with the advertisement:

<u>Bidder</u>	<u>Bid Bond</u>	<u>Base Bid</u>
Bituminous Roadways, Inc.	Yes	\$121,573.08
Valley Paving	Yes	\$123,000.00
McNamara Contracting, Inc.	Yes	\$127,281.58
Aslakson Blacktop Services	Yes	\$130,034.78
Ace Blacktop	Yes	\$130,676.40
Northwest Asphalt, Inc.	Yes	\$131,589.91
Hardrives	Yes	\$142,704.98

**WHEREAS**, Bituminous Roadways, Inc. is the lowest responsible bidder.

**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 Bituminous Roadways, in the name of the City of Inver Grove Heights, for City Project 2008-09C - Mill and Overlay 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. Project financing for the base bid shall be provided by Fund 440 Pavement Management Capital Project Fund.

Adopted by the City Council of Inver Grove Heights this 14<sup>th</sup> day of July 2008.

AYES:  
NAYS:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Rheaume, Deputy Clerk

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Consider Approval to Hire Consultant for VMCC Park Lot Expansion

Meeting Date: July 14, 2008  
 Item Type: Consent Agenda  
 Contact: Eric Carlson – 651.450.2587  
 Prepared by: Eric Carlson  
 Reviewed by: Eric Carlson – Parks & Recreation

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

**PURPOSE/ACTION REQUESTED**

Approve hiring Kimley Horn and Associates to perform parking lot feasibility work for the potential expansion of parking at the VMCC. Kimley Horn will provide services on an hourly basis not to exceed \$20,500.

It is recommended to be funded by the Capital Facilities Fund.

**SUMMARY**

In May 2008, the Council discussed the need for additional parking at the VMCC during a Work Study Session. There was some discussion regarding past studies on parking at the VMCC. After reviewing files and talking with staff who have been with the City, no past study information was found.

The Council asked staff to seek engineering proposals and have the Park and Recreation Commission review the issue. The Park and Recreation Commission reviewed the issue in June and is recommending approval (8-1) of Step 1 in the process. Once information from Step 1 is received, the Commission and Council can chose to move to Step 2 if so desired.

Staff received proposals from:

Kimley Horn and Associates (Step 1 & 2)	\$20,500
WSB Inc. (Step 1 & 2)	\$23,300

The proposals responded to the following request for services:

**Project Description**

The City is interested in exploring additional parking alternatives for the Veterans Memorial Community Center, 8055 Barbara Ave. It is believed that approximately 115 – 130 stalls of additional parking are necessary to accommodate the traffic at the facility. The alternatives include:

- Area on west end of the Armory
- Area on east end of VMCC across Barbara Ave currently MN DOT right-of-way (excess)
- Widening of Barbara Ave

The City seeks an engineer to assist the City in evaluating the alternatives, developing probably costs, and ultimately, plans and specifications.

## **Step 1**

The engineer is expected to provide preliminary design services for:

- Area west of the Armory
  - Prepare two preliminary layouts for parking lot improvements, including probable cost estimates.
- Barbara Ave On-Street Parking
  - Prepare a preliminary layout showing the possible addition of on-street parking along Barbara Ave south of 80<sup>th</sup> including probable cost estimates.
- Area east of VMCC on MN DOT right-of-way
  - Prepare two preliminary layouts for parking lot improvements, including probable cost estimates. Assist City in initiation of discussion with MN DOT regarding parcel for a parking lot.

## **Step 2**

The engineer is expected to provide final design services for one of the alternatives (not including Barbara Ave):

### *Topographic Survey*

- Conduct existing conditions/topographic survey for project area.

### *Geotechnical Exploration*

- Assist the City in procuring geotechnical exploration and analysis services. City to contract directly with firm for borings. Engineer will work with firm to determine soil boring locations and depths.

### *Final Design*

- Final construction plans to include estimated quantities for bidding purposes along with an engineer's estimate of probable construction costs for the parking lot. Preparation of technical special provisions as necessary. The City will handle the bidding and construction phases of the project.

INDIVIDUAL PROJECT ORDER NUMBER 10

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and the City of Inver Grove Heights (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated October 31, 2005, which is incorporated herein by reference.

Identification of Project: Community Center Parking Lot Expansion

General Category of Services: Preliminary and Final Design Phase Services

Specific Scope of Services: Provide preliminary and final design phase services for additional parking facilities at the City of Inver Grove Heights Community Center. See attached Exhibit A for a more detailed summary of the scope of services. See attached Exhibit D for a location map for the proposed improvements.

Additional Services if Required: None identified at this time.

Schedule: See attached Exhibit C.

Deliverables: Preliminary Design Services  
Topographic Survey  
Geotechnical Services  
Final Design Services

Method of Compensation: To be billed on an hourly (cost plus) basis consistent with our current hourly rate schedule. See attached Exhibit B.

Special Terms of Compensation: None

Other Special Terms of Individual Project Order: None

ACCEPTED:

CITY OF INVER GROVE HEIGHTS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

EXHIBIT A  
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO. 10

COMMUNITY CENTER PARKING LOT EXPANSION

This IPO includes preliminary and final design phase services for the Community Center Parking Lot Expansion. These proposed services are detailed below:

A. Preliminary Design Services

Kimley-Horn will provide the following preliminary design services:

1. Parking Lot Expansion West of Community Center

We will prepare up to two (2) preliminary layouts for parking lot improvements in the area west of the existing community center as shown on attached Exhibit D. We will also prepare preliminary cost estimates for the construction of the parking lot options.

2. Barbara Avenue On-Street Parking

We will prepare a preliminary layout illustrating the possible addition of on-street parking along Barbara Avenue south of 80<sup>th</sup> Street in the vicinity of the Community Center. We will also prepare a preliminary cost estimate for the addition of the on-street parking.

3. Parking Lot Construction at Southeast Corner 80<sup>th</sup> Street/Barbara Avenue Intersection

We will investigate the possible construction of a parking lot on the vacant parcel at the southeast corner of the 80<sup>th</sup> Street and Barbara Avenue intersection. We understand that this parcel is currently owned by Mn/DOT. We will prepare a preliminary layout detailing approximately how many parking spaces could be constructed on this parcel. We will also prepare a letter request and initiate discussions with Mn/DOT regarding the possible use of the parcel for a parking lot.

4. City Staff Review

The preliminary layouts and cost estimates detailed above will be presented to City staff for review and comment. Based upon comments from City staff, final preliminary layouts and cost estimates will be prepared.

We have assumed that all of the preliminary design services will be completed using GIS base mapping provided by the City and that field topographic surveying and geotechnical exploration services will be completed if and when the project proceeds to final design.

We have also assumed that the preliminary design phase services will not include attendance at any City Council or Parks Commission meetings.

## B. Final Design Services

The following services will be completed if the City decides to proceed with the final design of the parking lot expansion west of the existing Community Center.

### 1. Topographic Survey

We will conduct an existing conditions/topographic survey for the project area. We have assumed that this will include a survey of the area shown in Exhibit D, labeled as "Improvement Area." The survey work will be completed by a Kimley-Horn sub-consultant.

### 2. Geotechnical Exploration

We will assist the City in procuring geotechnical exploration and analysis services for the project area. We have assumed that the City would contract directly with the firm that will perform these services. We will work with the geotechnical consultant to determine soil boring locations and depths for up to three (3) soil borings.

### 3. Final Design Services

Final construction plans will be prepared detailing the parking lot expansion improvements. We have assumed that the plans will include the following sheets:

- a. Existing Conditions and Removal Plan
- b. Grading, Drainage, and Erosion Control Plan
- c. Paving, Signing, and Striping Plan
- d. Construction Details and Notes

Upon completion of the final plans, Kimley-Horn will prepare estimated quantities for bidding purposes along with an engineer's estimate of probable construction cost for the proposed improvements. We will also prepare technical special provisions as necessary for the parking lot expansion work. We have assumed that the City will incorporate the bidding and construction of the parking lot expansion into another City project; therefore, our services do not include the preparation of a complete Project Manual and/or any bidding phase services.

Our Scope of Work does not include the following services:

- Final design services for street reconstruction along Barbara Avenue
- Bidding phase services
- Construction phase services

EXHIBIT B  
ESTIMATED COSTS

INDIVIDUAL PROJECT ORDER (IPO) NO. 10

COMMUNITY CENTER PARKING LOT EXPANSION

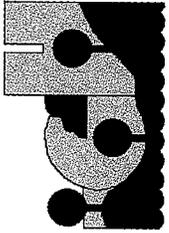
Kimley-Horn proposes to perform all services included within this IPO on an Hourly (Cost Plus) basis using our current standard hourly rate schedule. The following is a summary of our estimated costs.

<u>Services</u>	<u>Fee Basis</u>	<u>Estimated Cost</u>
A. Preliminary Design Services	Hourly	\$ 10,000
B. Final Design Services		
1. Topographic Survey	Hourly	\$ 2,500
2. Geotechnical Exploration Coordination	Hourly	\$ 1,000
<u>3. Final Design</u>	<u>Hourly</u>	<u>\$ 7,000</u>
Subtotal - Final Design Services		\$ 10,500
Total		\$ 20,500

Reimbursable expenses (copy/printing charges, plotting, mileage, delivery charges, faxes, etc.) will be charged as an office expense at 6.0% of the labor fee. Sub-consultant costs will be billed directly to the City with no Kimley-Horn markup.

Our total estimated not-to-exceed cost for the scope of services included as a part of this IPO is, therefore, \$20,500 including all labor and reimbursable expenses.

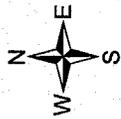
# PARKS & RECREATION



Inver Grove Heights

## VETERANS MEMORIAL COMMUNITY CENTER, CITY HALL & SKATE PARK

November 2007  
Map produced by the City of Inver Grove Heights

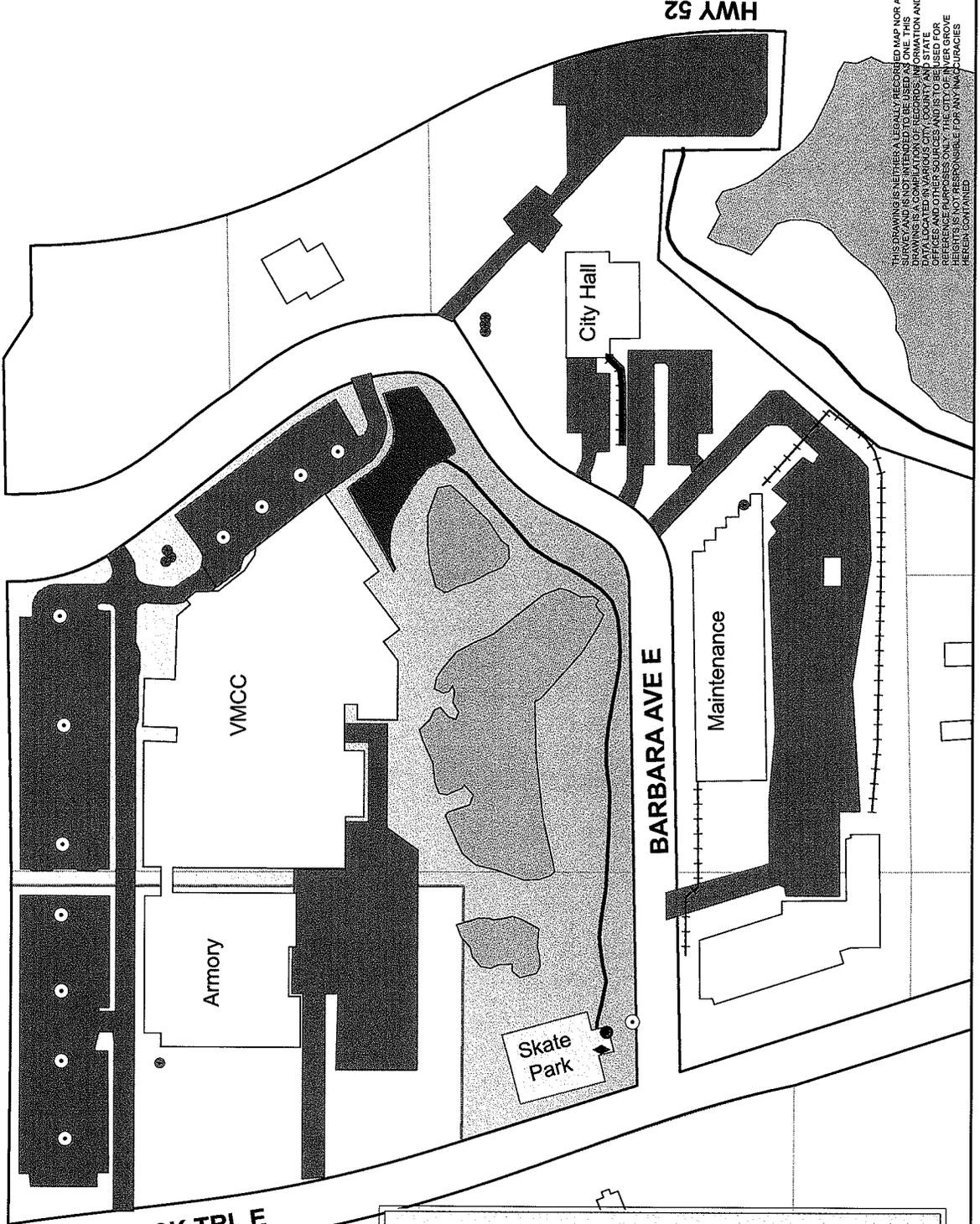


80TH ST E

BABCOCK TRL E

BARBARA AVE E

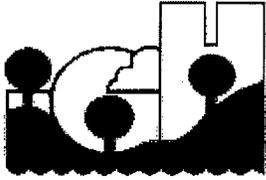
HWY 52



### Legend

- ◆ BIKE RACKS
- FLAGPOLES
- LIGHTPOLES
- WATER FOUNTAINS
- ++++ FENCE
- ===== RETAINING WALL
- PARKING LOT
- NATURAL TRAILS
- BITUMINOUS TRAILS
- PARK BUILDING
- PLAYGROUNDS

THIS DRAWING IS A LEGAL INSTRUMENT. IT IS NOT 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 RECORDS. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY ENCUMBRANCES HEREIN CONTAINED.



*Memo of Understanding  
Inver Grove Heights National Guard Facility – Parking Lot*

This memo of understanding is between the Minnesota State Armory Building Commission (MSABC) and the City of Inver Grove Heights, Minnesota (City). The City is interested in constructing a parking lot on the west end of the existing National Guard Armory attached to the Veterans Memorial Community Center located at 8055 Barbara Ave. The understanding both parties have at this time includes:

- The MSABC will allow the "green space" to the west of the facility to be turned into a parking area.
- The City would be responsible for 100% of the cost to construct the parking lot.
- The City would be provided with some "reasonable" timeline in which the guard wouldn't ask for the parking area to be removed.
- The City would be responsible for 100% of the maintenance of the lot.
- The MSABC would have the ability to review and approve the design of the parking lot.
- The City would restore the area back to it's original condition after an agreed upon timeline if necessary.

\_\_\_\_\_  
Joe Lynch  
City Administrator  
City of Inver Grove Heights

\_\_\_\_\_  
*Terry Palmer*  
Terry Palmer  
Executive Director  
Minnesota State Armory Building Commission

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

3/19/08

*March 19, 2008*

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Request for Temporary Liquor License Extension for Drkula's "32" Bowl for Events to be held in Conjunction with Inver Grove Heights Days**

---

Meeting Date: July 14, 2008  
Item Type: Consent  
Contact: Melissa Rheame 651-450-2513  
Prepared by: Melissa Rheame  
Reviewed by: N/A

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Consider request of Drkula's to extend the On-Sale Intoxicating Liquor License to the parking lot for events to be held in conjunction with Inver Grove Heights Days on Wednesday, September 3, between 4:00 and 10:00 p.m. and Friday, September 5th from 7:00 p.m. to 12:30 a.m. and Saturday, September 6th from 12:00 p.m. to 12:30 a.m.

**SUMMARY**

Tim Drkula has made a request to sell liquor outdoors during three outdoor events to be held in conjunction with the Inver Grove Heights Days celebration. Sale of liquor and consumption would occur within an enclosed area and wristbands will be issued to persons 21 and older.

Mr. Drkula has been in contact with the Fire Marshall and Public Safety Director to receive their input regarding the proposed outdoor sales, the tent placement and other safety issues related to the events. Security personnel will also be hired for the events.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Renewal of Extended On-Sale Intoxicating Liquor Sales to 2:00 A.M. – Drkula’s “32” Bowl**

---

Meeting Date: July 14, 2008  
Item Type: Consent  
Contact: Melissa Rheaume 651.450.2513  
Prepared by: Melissa Rheaume  
Reviewed by: N/A

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED:**

Consider request for renewal of Extended On-Sale Intoxicating Liquor Sales to 2:00 a.m. for Drkula’s “32” Bowl

**SUMMARY:**

The above-listed liquor establishment has had extended hours of sale since 2003 and must obtain approval from the City of Inver Grove Heights prior to submitting the application to the State Liquor Control Division.

The Police Department was contacted to determine if the additional hour of sale of liquor poses any enforcement issues, and no basis for denial of the request was found.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Renewal of Extended On-Sale Intoxicating Liquor Sales to 2:00 A.M. – Jersey’s Bar & Grill**

---

Meeting Date: July 14, 2008  
Item Type: Consent  
Contact: Melissa Rheaume 651.450.2513  
Prepared by: Melissa Rheaume  
Reviewed by: N/A

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

**PURPOSE/ACTION REQUESTED:**

Consider request for renewal of Extended On-Sale Intoxicating Liquor Sales to 2:00 a.m. for Jersey’s Bar & Grill

**SUMMARY:**

The above-listed liquor establishment has had extended hours of sale since 2003 and must obtain approval from the City of Inver Grove Heights prior to submitting the application to the State Liquor Control Division.

The Police Department was contacted to determine if the additional hour of sale of liquor poses any enforcement issues, and no basis for denial of the request was found.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: July 14, 2008  
 Item Type: Consent  
 Contact: Judy Thill, 651-450-2495  
 Prepared by: Judy Thill, Fire Chief  
 Reviewed by: n/a

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

**PURPOSE/ACTION REQUESTED** Consider awarding the fire station painting contract to MG Painting.

**SUMMARY**

In 2006, both stations received a grant for new exhaust ventilation systems to attach to all the fire vehicles. The justification for those exhaust systems included improved health of our firefighters and fewer maintenance costs in regards to station cleaning. Once the installation of the exhaust systems was completed, the interiors of the truck bays were to be washed and painted. This was planned so all of the old soot from the areas could be removed, decreasing potential health risks. One station is older that 20 years and the other is older than 30 and neither station has had the interior painted.

Proposals were received from two companies. The recommendation is to go with MG Painting and Service LLC for the sum of \$15,007 plus the cost of renting a lift at each station, not to exceed \$1000 per station. The other proposal was for \$16,450, but did not include pressure washing the walls before painting at station 1, painting doors and frames in the truck bays at both stations, and washing and painting the small truck bay at station 3. The final cost also includes painting the outside of the front bay doors at station 3.

The money for this project was approved in the 2008 budget.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

---

**Pay Voucher No. 8 – Northwest Area Utility Improvements, Lift Station R-9.1 (City Project No. 2003-15A)**

Meeting Date: July 14, 2008  
Item Type: Consent  
Contact: Scott D. Thureen, 651-450-2571  
Prepared by: Scott D. Thureen, Public Works Director  
Reviewed by: 

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

**PURPOSE/ACTION REQUESTED**

Consider Pay Voucher No. 8 for City Project No. 2003-15A – Northwest Area Utility Improvements, Lift Station R-9.1.

**SUMMARY**

The City Council awarded a construction contract in the amount of \$1,732,300.00 to Sheehy Construction Company for City Project No. 2003-15A, Northwest Area Utility Improvements, Lift Station R-9.1.

The contractor has completed work through May 31, 2008 in accordance with the contract plans and specifications. A five (5) percent retainage will be maintained until the project is completed.

I recommend approval of Pay Voucher No. 8 in the amount of \$303,081.35 for work on City Project No. 2003-15A – Northwest Area Utility Improvements, Lift Station R-9.1.

SDT/rs

Attachment: Pay Voucher No. 8

CITY OF INVER GROVE HEIGHTS  
CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO. 8

DATE June 11, 2008

PERIOD ENDING May 31, 2008

CONTRACT Northwest Area Utility Improvements - Lift Station R-9.1

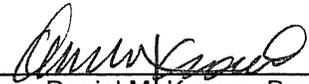
PROJECT NO. 2003-15

TO: **Sheehy Construction Company**  
360 W. Larpenteur Avenue  
St. Paul, MN 55113

A. Original Contract Amount.....	\$ 1,732,300.00
B. Total Addition (Change Order No. ).....	\$ 0.00
C. Total Deductions.....	\$ 0.00
D. TOTAL CONTRACT AMOUNT.....	\$ 1,732,300.00
E. TOTAL VALUE OF WORK TO DATE.....	\$ 1,453,721.00
F. LESS RETAINED (5%).....	\$ 72,686.05
G. Less Previous Payment.....	\$ 1,077,953.60
H. TOTAL APPROVED FOR PAYMENT THIS VOUCHER.....	\$ 303,081.35
I. TOTAL PAYMENTS INCLUDING THIS VOUCHER.....	\$ 1,381,034.95

APPROVALS:

Pursuant to our field observations, I hereby recommend for payment the above stated amount for work performed through May 31, 2008.

Signed By:   
Daniel M. Krause, President

6/11/08  
Date

Signed By:   
SETH A. PETERSON, P.E.

18 June 2008  
Date

Signed By: \_\_\_\_\_  
George Tourville, Mayor

\_\_\_\_\_  
Date

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Pay Voucher No. 1 – Hilltop Elementary School- Safe Routes to School Program (City Project No. 2007-13**

Meeting Date: July 14, 2008  
 Item Type: Consent  
 Contact: Scott D. Thureen, 651-450-2571  
 Prepared by: Scott D. Thureen, Public Works Director  
 Reviewed by: 

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

**PURPOSE/ACTION REQUESTED**

Consider Pay Voucher No. 1 for City Project No. 2007-13 – Hilltop Elementary School- Safe Routes to School Program

The City Council awarded a construction contract in the amount of \$112,613.50 to S.M. Hentges & Sons, Inc. for City Project No. 2007-13, on February 11, 2008.

The contractor has completed work through June 30, 2008 in accordance with the contract plans and specifications. A five (5) percent retainage will be maintained until the project is completed.

I recommend approval of Pay Voucher No. 1 in the amount of \$53,216.85 for work on for City Project No. 2007-13 – Hilltop Elementary School- Safe Routes to School Program.

SDT/rs  
 Attachment: Pay Voucher No. 1

CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO: 1 (One)
DATE: July 14, 2008
PERIOD ENDING: June 30, 2008
CONTRACT: 2008 Improvement Program
PROJECT NO: 2007-13 - Hilltop Elementary Safe routes to School Program
Minnesota Project Number SRTS 1907 (115)
State Project Number 178-591-001

TO: S.M. Hentges & Sons, Inc.
650 Quaker Avenue
Jordan, MN 55352

Table with 2 columns: Description and Amount. Rows include Original Contract Amount (\$112,613.50), Total Addition (\$0.00), Total Deduction (\$0.00), Total Contract Amount (\$112,613.50), Total Value of Work to Date (\$56,017.74), Less Retained (5%) (\$2,800.89), Less Previous Payment (\$0.00), Total Approved for Payment this Voucher (\$53,216.85), and Total Payments including this Voucher (\$53,216.85).

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above stated amount for work performed through June 30, 2008.

Signed by: Scott D. Thureen, Public Works Director
Date: July 2, 2008

Signed by: S. M. Hentges & Sons, Inc.
Date

Signed by: George Tourville, Mayor
Date: July 14, 2008

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Final Compensating Change Order No. 3 and Final Pay Voucher No. 4 for City Project No. 2003-04 – NE Quadrant Water Main Extension**

Meeting Date: July 14, 2008  
 Item Type: Consent  
 Contact: Scott D. Thureen, 651.450.2571  
 Prepared by: Scott D. Thureen, Public Works 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: Water Connection Fund

**PURPOSE/ACTION REQUESTED**

Consider: (a) Final Compensating Change Order No. 3, (b) Final Pay Voucher No. 4, (c) Engineer’s Final Report, and (d) Resolution Accepting Work under for City Project No. 2003-04 – NE Quadrant Water Main Extension.

**SUMMARY**

The improvements were ordered as part of the 2007 Improvement Program. The contract was awarded in the amount of \$166,720.75 to S.M. Hentges & Sons, Inc. on September 24, 2007.

The Contractor has completed the work in accordance with the contract plans and specifications. Change Order No. 3 is a decrease of \$1,282.81 to adjust for the final quantities.

I recommend approval of Final Compensating Change Order No. 3 in the amount of -\$1,282.81 (for a revised contract amount of \$202,949.74) and Pay Voucher No. 4 in the amount of \$30,015.27 for work on City Project No. 2003-04 – NE Quadrant Water Main Extension.

SDT/rs

- Attachments: Pay Voucher No. 4  
 Final Compensating Change Order No. 3  
 Engineer's Final Report  
 Resolution



## CHANGE ORDER NO. 3

Project: Northeast Quadrant Water Main Extension

City Project: 2003-04

<p>Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077</p> <p>Contractor: S.M. Hentges &amp; Sons, Inc. P.O. Box 69 Jordan, MN 55352</p>	<p>Date of Issuance: June 19, 2008</p> <p>Engineer: City</p>
<p>You are directed to make the following changes in the Contract Documents:</p> <p>Purpose of Change Order: The contract has been modified to include the following:</p> <p>See attached sheet</p>	
<b>CHANGE IN CONTRACT PRICE</b>	<b>CHANGE IN CONTRACT TIME</b>
Original Contract Price: \$ 166,720.75	Original Contract Time:
Previous Change Orders (1,2) \$ 37,511.80	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$ 204,232.55	Contract Time Prior to this Change Order
Net <b>Decrease</b> of this Change Order \$ 1,282.81	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$ 202,949.74	Contract Time with Approved Change Orders
Recommended	Approved
By:  Engineering Technician	By: _____ S. M. Hentges & Sons, Inc..

Approved By:

Approved By:

Date of Council Action

  
Scott D. Thureen, PW Director

\_\_\_\_\_  
George Tourville, Mayor

July 14, 2008

Attachment to Change Order Number 3  
City Project 2003-04

Contractor: S. M. Hentges & Sons, Inc.  
P.O. Box 69  
Jordan, MN 55352

Project: Northeast Quadrant Water Main Extension

Description of Changes:

1. Cost for the upsized pipe chocks for the 24" casing pipe.

<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
24" pipe chocks	EA	48	\$103.95	\$4989.60
Tax			6.5%	\$324.32
Overhead & Profit			10%	\$531.39
			<b>Sub Total</b>	<b>\$5845.31</b>

2. Final compensating amount to balance value of work completed and total payments made to Contractor. Accounts for miscellaneous increases and decreases in contract quantities listed in Final Payment Voucher form. The amount is calculated as follows:

Value of work completed to date (Prior to this change order)	\$ 197,104.43
Additional work included in this Change Order	\$ 5,845.31
Total Value of work completed to date	\$ 202,949.74
Contract amount to date	<u>\$ 204,232.55</u>
<b>Compensating Amount</b>	<b>-\$ 1,282.81</b>

**Total of Change Order #3 - \$ 1,282.81**

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

**ENGINEER'S REPORT OF FINAL ACCEPTANCE**

**CITY PROJECT NO. 2003-04  
NE QUADRANT WATER MAIN EXTENSION**

July 14,2008

TO THE CITY COUNCIL  
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have received the work under contract to S.M. Hentges & Sons, Inc. The work consisted of extending water main to the north east quadrant of Intersate 494 and Highway 52.

The contractor has completed the project in accordance with the contract.

It is recommended, herewith, that final payment be made for said improvements to the contractor in the amount as follows:

ORIGINAL CONTRACT PRICE	\$166,720.75
CHANGE ORDERS (No. 1,2,3)	\$36,228.99
FINAL CONTRACT AMOUNT	\$202,949.74
FINAL VALUE OF WORK	\$202,949.74
PREVIOUS PAYMENTS	\$172,934.47
BALANCE DUE	\$30,015.27

Sincerely,



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

SDT/rs

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

**RESOLUTION ACCEPTING WORK OF S.M. HENTGES & SONS AND AUTHORIZING FINAL  
PAYMENT IN THE AMOUNT OF \$30,015.27**

**CITY PROJECT NO. 2003-04  
NE WATER MAIN EXTENSION**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, pursuant to a written contract with the City of Inver Grove Heights dated September 24, 2007, S.M. Hentges & Sons, Inc., 650 Quaker Avenue, Jordan, MN 55352, satisfactorily completed improvements and appurtenances for the City Project No. 2003-04 – NE Water Main Extension.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS:** That the work completed under this contract is hereby accepted and approved, and

**BE IT FURTHER RESOLVED:** That the Mayor and the City Clerk are hereby directed to issue a proper order for final payment on such contract, taking the contractor's receipt in full.

Adopted by the City Council of Inver Grove Heights this 14<sup>th</sup> day of July 2008.

AYES:

NAYS:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Payment Voucher No. 1 for City Project No. 2008-09D – South Grove Urban Street Reconstruction – Area 3**

Meeting Date: July 14, 2008  
 Item Type: Consent  
 Contact: Scott D. Thureen, 651.450.2571  
 Prepared by: Scott D. Thureen, Public Works Director  
 Reviewed by: N/A

*SDT*      *CS*

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Consider Payment Voucher No. 1 for City Project No. 2008-09D – South Grove Urban Street Reconstruction – Area 3.

**SUMMARY**

The improvements were ordered as part of the 2008 Pavement Management Program. The contract was awarded in the amount of \$2,990,557.34 to Arcon Construction Co., Inc., on May 27, 2008 for City Project No. 2008-09D South Grove Urban Street Reconstruction, Area 3.

The contractor has completed the work through June 30, 2008 in accordance with the contract plans and specifications. A 5 percent retainage will be maintained until the project is completed.

I recommend approval of Payment Voucher No. 1 in the amount of \$432,302.14 for work on City Project No. 2008-09D – South Grove Urban Street Reconstruction Area 3.

SDT/rs  
 Attachments: Payment Voucher No. 1



**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Payment Voucher No. 1 for City Project No. 2008-09A – Joint and Cracksealing**

Meeting Date: July 14, 2008  
 Item Type: Consent  
 Contact: Scott D. Thureen, 651.450.2571  
 Prepared by: Scott D. Thureen, Public Works Director  
 Reviewed by: N/A

*SST CB*

**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

**PURPOSE/ACTION REQUESTED**

Consider Payment Voucher No. 1 for City Project No. 2008-09A – Joint and Cracksealing.

**SUMMARY**

The improvements were ordered as part of the 2008 Pavement Management Program. The contract was awarded in the amount of \$75,861.20 to Northwest Sealing, on May 27, 2008 for City Project No. 2008-09A – Joint and Cracksealing.

The contractor has completed the work through June 30, 2008 in accordance with the contract plans and specifications. A 5 percent retainage will be maintained until the project is completed.

I recommend approval of Payment Voucher No. 1 in the amount of \$61,217.24 for work on City Project No. 2008-09A – Joint and Cracksealing.

SDT/rs

Attachments: Payment Voucher No. 1



**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Final Compensating Change Order No. 1 and Final Pay Voucher No. 1 for City Project No. 2008-14 – Kryzer Addition Drainage Improvements**

Meeting Date: July 14, 2008  
 Item Type: Consent  
 Contact: Scott D. Thureen, 651.450.2571  
 Prepared by: Scott D. Thureen, Public Works Director  
 Reviewed by: N/A

*SDT CS*

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

**PURPOSE/ACTION REQUESTED**

Consider: (a) Final Compensating Change Order No. 1, (b) Final Pay Voucher No. 1, (c) Engineer’s Final Report, and (d) Resolution Accepting Work under for City Project No. 2008-14 – Kryzer Addition Drainage Improvements.

**SUMMARY**

The improvements were ordered as part of the 2008 Improvement Program. The contract was awarded in the amount of \$12,638.60 to Total Construction & Equipment, Inc. on June 9, 2008.

The Contractor has completed the work in accordance with the contract plans and specifications. Change Order No. 1 is a decrease of \$719.00 to adjust for the final quantities.

I recommend approval of Final Compensating Change Order No. 1 in the amount of -\$719.00 (for a revised contract amount of \$11,919.60) and Pay Voucher No. 1 in the amount of \$11,919.60 for work on City Project No. 2008-14 – Kryzer Addition Drainage Improvements

SDT/rs

Attachments: Pay Voucher No. 1  
 Final Compensating Change Order No. 1  
 Engineer's Final Report  
 Resolution

**CONSTRUCTION PAYMENT VOUCHER**

ESTIMATE NO: 1 (Final)  
DATE: July 14, 2008  
PERIOD ENDING: June 30, 2008  
CONTRACT: 2008 Improvement Program  
PROJECT NO: 2008-14 Kryzer Addition Drainage Improvements

TO: Total Construction & Equipment, Inc.  
10195 Inver Grove Trail  
Inver Grove Heights, MN 55076

Original Contract Amount .....	\$12,638.60
Total Addition .....	\$0.00
Total Deduction (Change Order No. 1) .....	-\$719.00
Total Contract Amount.....	\$11,919.60
Total Value of Work to Date.....	\$11,919.60
Less Retained (0%) .....	\$0.00
Less Previous Payment .....	\$0.00
Total Approved for Payment this Voucher.....	\$11,919.60
Total Payments including this Voucher .....	\$11,919.60

**Approvals:**

Pursuant to our field observation, I hereby recommend for payment the above stated amount for work performed through June 30, 2008.

Signed by:  July 2, 2008  
Scott D. Thureen, Public Works Director

Signed by: \_\_\_\_\_  
Total Construction and Equipment, Inc. Date

Signed by: \_\_\_\_\_  
George Tourville, Mayor July 14, 2008

## CHANGE ORDER NO. 1

Project: Kryzer Addition Drainage Improvements

City Project: 2008-14

<p>Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077</p> <p>Contractor: Total Construction and Equipment, Inc. 10195 Inver Grove Trail Inver Grove Heights, MN 55077</p>	<p>Date of Issuance: June 30, 2008</p> <p>Engineer: City</p>
<p>You are directed to make the following changes in the Contract Documents:</p> <p>Purpose of Change Order: The contract has been modified to include the following:</p> <p>See attached sheet</p>	
<b>CHANGE IN CONTRACT PRICE</b>	<b>CHANGE IN CONTRACT TIME</b>
Original Contract Price: \$ 12,638.60	Original Contract Time:
Previous Change Orders \$ 0.00	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$ 12,638.60	Contract Time Prior to this Change Order
Net <b>Decrease</b> of this Change Order \$ 719.00	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$ 11,919.60	Contract Time with Approved Change Orders
Recommended	Approved
By:  Engineering Technician	By: _____ Total Construction and Equipment Inc.

Approved By:

Approved By:

Date of Council Action

  
Scott D. Thuren, PW Director

\_\_\_\_\_  
George Tourville, Mayor

July 14, 2008

Attachment to Change Order Number 1  
City Project 2008-14

Contractor: Total Construction and Equipment Inc.

Project: Kryzer Addition Drainage Improvements

Description of Changes:

1. Final compensating amount to balance value of work completed and total payments made to Contractor. Accounts for miscellaneous increases and decreases in contract quantities listed in Final Payment Voucher form. The amount is calculated as follows:

Value of work completed to date (Prior to this change order)	\$ 11,919.60
Additional work included in this Change Order	\$ 0.00
Total Value of work completed to date	\$ 11,919.60
Contract amount to date	<u>\$ 12,638.60</u>
<b>Compensating Amount</b>	<b>-\$ 719.00</b>

**Total of Change Order #1 - \$ 719.00**

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

**ENGINEER'S REPORT OF FINAL ACCEPTANCE**

**CITY PROJECT NO. 2008-14  
KRYZER ADDITION DRAINAGE IMPROVEMENTS**

July 14,2008

TO THE CITY COUNCIL  
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have received the work under contract to Total Construction and Equipment, Inc. The work consisted of Drainage Improvements to the Kryzer Addition.

The contractor has completed the project in accordance with the contract.

It is recommended, herewith, that final payment be made for said improvements to the contractor in the amount as follows:

ORIGINAL CONTRACT PRICE	\$12,638.60
CHANGE ORDER (No. 1)	-\$719.00
FINAL CONTRACT AMOUNT	\$11,919.60
FINAL VALUE OF WORK	\$11,919.60
PREVIOUS PAYMENTS	\$0.00
BALANCE DUE	\$11,919.60

Sincerely,



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

SDT/rs

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

**RESOLUTION ACCEPTING WORK OF TOTAL CONSTRUCTION & EQUIPMENT, INC. AND  
AUTHORIZING FINAL PAYMENT IN THE AMOUNT OF \$11,919.60**

**CITY PROJECT NO. 2008-14  
KRYZER ADDITION DRAINAGE IMPROVEMENTS**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, pursuant to a written contract with the City of Inver Grove Heights awarded June 9, 2008, Total Construction & Equipment, Inc., 10195 Inver Grove Trail, Inver Grove Heights, MN 55076, satisfactorily completed improvements and appurtenances for the City Project No. 2008-14 – Kryzer Addition Drainage Improvements.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS:** That the work completed under this contract is hereby accepted and approved, and

**BE IT FURTHER RESOLVED:** That the Mayor and the City Clerk are hereby directed to issue a proper order for final payment on such contract, taking the contractor's receipt in full.

Adopted by the City Council of Inver Grove Heights this 14<sup>th</sup> day of July 2008.

AYES:

NAYS:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Rheame, Deputy Clerk

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**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  
ANN C. O'REILLY  
◻\*DONALD L. HOEFT  
DARCY M. ERICKSON  
DAVID S. KENDALL  
BRIDGET McCAULEY NASON  
ELIZABETH HALL WEINBERGER  
DAVID B. GATES  
•  
HAROLD LEVANDER  
1910-1992  
•  
ARTHUR GILLEN  
1919-2005  
•  
• ROGER C. MILLER  
RETIRED

**MEMO**

\*ALSO ADMITTED IN WISCONSIN  
◊ALSO ADMITTED IN NORTH DAKOTA  
◻ALSO ADMITTED IN MASSACHUSETTS  
◻ALSO ADMITTED IN OKLAHOMA

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**TO: Mayor and Councilmembers**  
**FROM: Timothy J. Kuntz, City Attorney**  
**DATE: July 10, 2008**  
**RE: Joint Powers Agreement between the City of Inver Grove Heights and the City of Sunfish Lake for Sealcoating and Crack Sealing Improvements to 60<sup>th</sup> Street**

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**Section 1. Background.** The City is in the process of implementing the Sealcoating and Crack Sealing Program for this year. 60<sup>th</sup> Street (between South Robert Trail and Acorn Drive) was not originally part of the Program. One half of 60<sup>th</sup> Street is in Inver Grove Heights; the other half is in Sunfish Lake.

Sunfish Lake asked that 60<sup>th</sup> Street be included in the Program with the understanding that Sunfish Lake would pay one-half of the Sealcoating and Crack Sealing costs for 60<sup>th</sup> Street. A Joint Powers Agreement with Sunfish Lake to that effect was approved by the Council and 60<sup>th</sup> Street was added to the Program.

The Sealcoating Contractor agreed to add 60<sup>th</sup> Street. The Crack Sealing Contractor did not agree to add 60<sup>th</sup> Street at the same unit prices. As a result, the Joint Powers Agreement has been modified to provide as follows:

- IGH will let the Sealcoating Contract for 60<sup>th</sup> Street. IGH will pay one-half the cost and Sunfish Lake will pay the other half of the cost.
- Sunfish Lake will let the Crack Sealing Contract for 60<sup>th</sup> Street. IGH will pay one-half the cost and Sunfish Lake will pay the other half of the cost.

**Section 2. Council Action.** Council is asked to approve the revised Joint Powers Agreement.

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

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING A JOINT POWERS AGREEMENT  
BETWEEN THE CITIES OF SUNFISH LAKE AND INVER GROVE HEIGHTS  
RELATING TO 60<sup>TH</sup> STREET BETWEEN SOUTH ROBERT TRAIL  
AND ACORN DRIVE**

**WHEREAS**, 60<sup>th</sup> Street between South Robert Trail and Acorn Drive lies in the Cities of Sunfish Lake and Inver Grove Heights; the north half of 60<sup>th</sup> Street lies in Sunfish Lake and the south half of 60<sup>th</sup> Street lies in Inver Grove Heights;

**WHEREAS**, the Cities desire to improve 60<sup>th</sup> Street by crack sealing and sealcoating;

**WHEREAS**, the Cities desire to enter into a Joint Powers Agreement to accomplish the improvement;

**WHEREAS**, under the proposed Joint Powers Agreement the City of Inver Grove Heights will perform the sealcoating work and the City of Sunfish Lake will perform the crack sealing work and the parties will equally share the costs of the sealcoating and the crack sealing.

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

1. The attached Joint Powers Agreement with the City of Sunfish Lake to improve 60<sup>th</sup> Street between South Robert Trail and Acorn Drive by crack sealing and seal coating is hereby approved.
2. The Mayor and Deputy City Clerk are authorized to execute the Joint Powers Agreement.

Passed this 14<sup>th</sup> day of July, 2008.

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Rheaume, Deputy City Clerk



**JOINT POWERS AGREEMENT**  
**FOR 60TH STREET BETWEEN**  
**SOUTH ROBERT TRAIL AND ACORN DRIVE**

**THIS JOINT POWERS AGREEMENT FOR 60<sup>TH</sup> STREET BETWEEN SOUTH ROBERT TRAIL AND ACORN DRIVE**, ("Agreement") is made and entered into as of the 14<sup>th</sup> day of July, 2008, by and between the City of Sunfish Lake ("SFL"), a Minnesota municipal corporation, and the City of Inver Grove Heights ("IGH"), a Minnesota municipal corporation (each sometimes hereinafter called "party" and both sometimes collectively called "parties").

**WITNESSETH:**

**WHEREAS**, each of the parties hereto has the authority to construct, maintain, repair, and improve public streets within their respective corporate limits; and

**WHEREAS**, 60<sup>th</sup> Street (between South Robert Trail and Acorn Drive) is a duly dedicated and opened public street, which is located within the corporate limits of SFL and IGH; the north half of 60<sup>th</sup> Street (between South Robert Trail and Acorn Drive) is located in SFL and the south half of 60<sup>th</sup> Street (between South Trail Street and Acorn Drive) is located in IGH; and

**WHEREAS**, the parties hereto desire to undertake joint projects to improve 60<sup>th</sup> Street (between South Robert Trail and Acorn Drive) (the "Sealcoating Project" and the "Crack Sealing Project") and to share the costs of such improvements as herein provided; and

**WHEREAS**, the authority of the parties to enter into this Agreement is provided by Minnesota Statutes, sections 471.59, 429.031, subdivision 1, and 429.041, subd. 5;

**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**  
**THE AGREEMENT**

**Section 1.01. Purposes.** The purpose of this Agreement is to define the rights and obligations of SFL and IGH with respect to the Sealcoating Project and the Crack Sealing Project and the sharing of the costs of the Projects.

**Section 1.02. Cooperation.** SFL and IGH shall cooperate and use their best efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The parties agree in good faith to undertake resolution of disputes, if any, in an equitable and timely manner.

**Section 1.03. Relationship To Other Contracts.** SFL and IGH acknowledge that Sealcoating Contract Documents for the Sealcoating Project will be entered into by IGH on behalf of the parties with respect to the Sealcoating Project, and that Sealcoating Change Orders or other documents may be entered into by IGH on behalf of the parties, with respect to the Sealcoating Project.

SFL and IGH acknowledge that Crack Sealing Contract Documents for the Crack Sealing Project will be entered into by SFL on behalf of the parties with respect to the Crack Sealing Project, and that Crack Sealing Change Orders or other documents may be entered into by SFL on behalf of the parties, with respect to the Crack Sealing Project.

This Agreement shall be construed so as to give the fullest effect to its provisions, consistent with the provisions of the other contracts and documents referred to above.

**Section 1.04. Term.** The term of this Agreement shall be for a period commencing on the date hereof and terminating on the date the Projects are completed, accepted by the parties and all amounts owed by one party to the other have been paid in full.

**Section 1.05. Recitals.** The above recitals are true and correct as of the date hereof and constitute a part of this Agreement.

## **ARTICLE 2** **DEFINITIONS**

**Section 2.01. Definitions.** In this Agreement the following terms shall have the following meanings unless the context requires otherwise:

- (a) **Agreement:** this Agreement, as it may be amended, supplemented, or restated from time to time.
- (b) **Sealcoating Change Order:** a written order to the Sealcoating Contractor approved by both parties hereto and signed by the IGH Representative on behalf of the parties authorizing a change in the work included within the Sealcoating Contract Documents and/or an adjustment in the price and/or an adjustment in the construction schedule, issued after execution of the contract for the construction of the Sealcoating Project.

- (c) **Crack Sealing Change Order:** a written order to the Crack Sealing Contractor approved by both parties hereto and signed by the SFL Representative on behalf of the parties authorizing a change in the work included within the Crack Sealing Contract Documents and/or an adjustment in the price and/or an adjustment in the construction schedule, issued after execution of the contract for the construction of the Crack Sealing Project.
- (d) **Sealcoating Contract Documents:** drawings; specifications; general and special conditions; addenda, if any; Sealcoating Change Orders; and the construction contract for the Sealcoating Project; approved by the parties, or their respective representatives.
- (e) **Crack Sealing Contract Documents:** drawings; specifications; general and special conditions; addenda, if any; Crack Sealing Change Orders; and the construction contract for the Crack Sealing Project; approved by the parties, or their respective representatives.
- (f) **Sealcoating Contractor:** the person or entity which is awarded the contract for the construction of the Sealcoating Project.
- (g) **Crack Sealing Contractor:** the person or entity which is awarded the contract for the construction of the Crack Sealing Project.
- (h) **IGH:** the City of Inver Grove Heights, a Minnesota municipal corporation.
- (i) **SFL:** the City of Sunfish Lake, a Minnesota municipal corporation.
- (j) **IGH Direct Costs:** the compensation and wages (including applicable payroll burden) of IGH employees for the time(s) such employees are performing services on behalf of the Sealcoating Project, including all construction testing costs and all IGH attorneys' and consultants' fees.
- (k) **SFL Direct Costs:** the compensation and wages (including applicable payroll burden) of SFL employees for the time(s) such employees are performing services on behalf of the Crack Sealing Project, including all construction testing costs and all SFL attorneys' and consultants' fees.
- (l) **IGH Representative:** the IGH City Engineer, or his designee.
- (m) **SFL Representative:** the SFL City Engineer, or his designee.

- (n) **Sealcoating Project:** the seal coating of 60<sup>th</sup> Street (between South Robert Trail and Acorn Drive), as more particularly described in the Sealcoating Contract Documents. The IGH designation for the Project is 2008-\_\_\_\_\_.
- (o) **Crack Sealing Project:** the Crack Sealing of 60<sup>th</sup> Street (between South Robert Trail and Acorn Drive), as more particularly described in the Crack Sealing Contract Documents. The Crack Sealing Project is part of the SFL 2008 Street Improvement Program.
- (p) **Sealcoating Project Administrative Costs:** all costs for and associated with the design, bidding, and contract award, of the Sealcoating Project including IGH Direct Costs, but excluding easement acquisition costs.
- (q) **Crack Sealing Project Administrative Costs:** all costs for and associated with the design, bidding, and contract award, of the Crack Sealing Project including SFL Direct Costs, but excluding easement acquisition costs and SFL personnel direct and indirect costs.
- (r) **Sealcoating Project Construction Costs:** all costs for and associated with Sealcoating Project construction.
- (s) **Crack Sealing Project Construction Costs:** all costs for and associated with Crack Sealing Project construction.
- (t) **Street:** 60<sup>th</sup> Street (between South Robert Trail and Acorn Drive).
- (u) **Uncontrollable Circumstances:** the occurrence or non-occurrence of acts or events beyond the reasonable control of the party relying thereon, and not the result of willful or negligent action or inaction of the party claiming the event as an Uncontrollable Circumstance, that materially and adversely affects the performance of the party claiming the event as an Uncontrollable Circumstance including but not limited to the following:
  - (i) Acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lighting 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 failure, and fires or explosions.
  - (ii) The adoption of or change in any federal, state, or local laws, rules, regulations, ordinances, permits, or licenses, or changes in the

interpretation of such laws, rules, regulations, ordinances, permits, or licenses by a court or public agency having appropriate jurisdiction after the date of the execution of this Agreement.

- (iii) A suspension, termination, interruption, denial, or failure of renewal of any permit, license, consent, authorization, or approval essential to the construction of the Sealcoating Project or the Crack Sealing Project.
- (iv) Orders and/or judgments of any federal, state, or local court, administrative agency, or governmental body, provided, however, that the contesting in good faith by such party of any such order and/or judgment shall not constitute or be construed to constitute a willful or negligent action or inaction of such party.
- (v) Strikes or other such labor disputes shall not be considered an Uncontrollable Circumstance, unless such strike or labor dispute involves persons with whom the parties or either of them have no employment relationship and for whom, despite using best efforts, the parties or either of them cannot obtain substitute performance.

### **ARTICLE 3** **CONSTRUCTION OF SEALCOATING PROJECT**

**Section 3.01. Sealcoating Contract Award.** The Sealcoating Contract Documents shall be approved by IGH. In accordance with the applicable provisions of the Minnesota Statutes, IGH will cause bids to be received by it for the construction of the Sealcoating Project and, subject to approval by the IGH Representative, shall award the contract for the construction of the Sealcoating Project to the lowest responsible bidder.

**Section 3.02. Sealcoating Project Construction.** Subject to Uncontrollable Circumstances, IGH shall cause the Sealcoating Project to be constructed in accordance with the Sealcoating Contract Documents.

**Section 3.03. Construction Administration.** IGH shall perform appropriate Sealcoating Project construction administration services, including, without limitation, representation of the parties hereto with regard to activities of the Sealcoating Contractor at the construction site, periodic observations of the work at the construction site, initiate appropriate action to present or have corrected as appropriate, any work observed not to be in accordance with the Sealcoating Contract Documents, process Sealcoating Change Orders, and process Sealcoating Contractor pay request. IGH shall not be responsible for the acts or omissions of the Sealcoating Contractor nor shall IGH be responsible for

construction means, methods, techniques, sequences, procedures or safety precautions at the construction site.

**Section 3.04. Easements.** IGH shall be responsible for and obtain any easements required within its corporate limits for the construction of the Sealcoating Project. SFL shall be responsible for and obtain any easements required within its corporate limits for the construction of the Sealcoating Project. The acquisition cost of any easement(s) shall not be a component of either the Sealcoating Project Administrative Costs or the Sealcoating Project Construction Costs.

#### **ARTICLE 4** **SEALCOATING PROJECT COSTS**

**Section 4.01. Allocation.** The expenses associated with the Sealcoating Project shall be allocated between the parties hereto as follows:

- (a) Each party shall pay fifty percent (50%) of the Sealcoating Project Administrative Costs; and
- (b) Each party shall pay fifty percent (50%) of Sealcoating Project Construction Costs.

**Section 4.02. Payments to Sealcoating Contractor.** IGH shall make progress payments and, upon prior approval of both parties hereto, the final payment to the Sealcoating Contractor in accordance with the Sealcoating Contract Documents as agent for SFL and on its own behalf.

**Section 4.03. Reimbursement.** SFL shall pay to IGH SFL's share of the Sealcoating Project Administrative Costs and Sealcoating Project Construction Costs upon completion of the Sealcoating Project, within thirty (30) days after receipt by SFL of an itemized written invoice of those costs from IGH.

**Section 4.04. Adjustments.** To the extent that IGH is unable to provide the actual value of any item included in an invoice because it cannot be accurately determined at the time of submission of the invoice, IGH shall invoice such item shall on an estimated basis and on an adjustment shall be made to reflect the difference between such estimated amount and the actual amount of such item on the next invoice after determination of the actual amount. To the extent that IGH has underestimated the value of any item, SFL shall pay IGH within thirty (30) days of receipt of any such adjustment invoice that IGH provides to SFL.

**ARTICLE 5**  
**CONSTRUCTION OF CRACK SEALING PROJECT**

**Section 5.01. Crack Sealing Contract Award.** The Crack Sealing Contract Documents shall be approved by SFL. In accordance with the applicable provisions of the Minnesota Statutes, SFL will cause bids to be received by it for the construction of the Crack Sealing Project and, subject to approval by the SFL Representative, shall award the contract for the construction of the Crack Sealing Project to the lowest responsible bidder.

**Section 5.02. Crack Sealing Project Construction.** Subject to Uncontrollable Circumstances, SFL shall cause the Crack Sealing Project to be constructed in accordance with the Crack Sealing Contract Documents.

**Section 5.03. Crack Sealing Construction Administration.** SFL shall perform appropriate Crack Sealing Project construction administration services, including, without limitation, representation of the parties hereto with regard to activities of the Crack Sealing Contractor at the construction site, periodic observations of the work at the construction site, initiate appropriate action to present or have corrected as appropriate, any work observed not to be in accordance with the Crack Sealing Contract Documents, process Crack Sealing Change Orders, and process Crack Sealing Contractor pay request. SFL shall not be responsible for the acts or omissions of the Crack Sealing Contractor nor shall SFL be responsible for construction means, methods, techniques, sequences, procedures or safety precautions at the construction site.

**Section 5.04. Easements.** SFL shall be responsible for and obtain any easements required within its corporate limits for the construction of the Crack Sealing Project. IGH shall be responsible for and obtain any easements required within its corporate limits for the construction of the Crack Sealing Project. The acquisition cost of any easement(s) shall not be a component of either the Crack Sealing Project Administrative Costs or the Crack Sealing Project Construction Costs and shall be the sole responsibility of SFL.

**ARTICLE 6**  
**CRACK SEALING PROJECT COSTS**

**Section 6.01. Allocation.** The expenses associated with the Crack Sealing Project shall be allocated between the parties hereto as follows:

- (a) Each party shall pay fifty percent (50%) of the Crack Sealing Project Administrative Costs; and
- (b) Each party shall pay fifty percent (50%) of Crack Sealing Project Construction Costs.

**Section 6.02. Payments to Crack Sealing Contractor.** SFL shall make progress payments and, upon prior approval of both parties hereto, the final payment to the Crack Sealing Contractor in accordance with the Crack Sealing Contract Documents as agent for IGH and on its own behalf.

**Section 6.03. Reimbursement.** IGH shall pay to SFL IGH's share of the Crack Sealing Project Administrative Costs and Crack Sealing Project Construction Costs upon completion of the Crack Sealing Project, within thirty (30) days after receipt by IGH of an itemized written invoice of those costs from SFL.

**Section 6.04. Adjustments.** To the extent that SFL is unable to provide the actual value of any item included in an invoice because it cannot be accurately determined at the time of submission of the invoice, SFL shall invoice such item shall on an estimated basis and on an adjustment shall be made to reflect the difference between such estimated amount and the actual amount of such item on the next invoice after determination of the actual amount. To the extent that SFL has underestimated the value of any item, IGH shall pay SFL within thirty (30) days of receipt of any such adjustment invoice that SFL provides to IGH.

**ARTICLE 7**  
**GENERAL PROVISIONS**

**Section 7.01. Notices.** All notices or communications required or permitted pursuant to this Agreement shall be either hand delivered or mailed to SFL and IGH, certified mail, return-receipt requested, as the following address:

**SFL:** SFL City Engineer  
Tim Hanson  
WSB  
701 Xenia Avenue South  
Minneapolis, MN 55416

**IGH:** IGH City Engineer  
Inver Grove Heights City Hall  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

Either party may change its address or authorized representative by written notice delivered to the other party pursuant to this Section 5.01.

**Section 7.02. Counterparts.** This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

**Section 7.03. Survival of Representations and Warranties.** The representations, warranties, covenants, and agreements of the parties under this Agreement, and the remedies of either party for the breach of such representations, warranties, covenants, and agreements by the other party shall survive the execution and termination of this Agreement.

**Section 7.04. Non-Assignability.** Neither SFL nor IGH shall assign any interest in this Agreement nor shall transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the other party. Such consent shall not be unreasonably withheld.

**Section 7.05. Alteration.** Any alteration, variation, modification or waiver of the provisions of the Agreement shall be valid only after it has been reduced to writing and duly signed by all parties.

**Section 7.06. Waiver.** The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any one occasion by any party hereto shall not constitute a waiver or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

**Section 7.07. Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

**Section 7.08 Interpretation According to Minnesota Law.** This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.

**Section 7.09. Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

**Section 7.10. Final Payment.** Before final payment is made to the Sealcoating Contractor, both parties shall obtain from the Contractor a certificate of compliance from the Commissioner of Revenue certifying that the Contractor and any out-of-state subcontractors have complied with the provisions of Minnesota Statutes, Section 290.92. Before final payment is made to the Crack Sealing Contractor, both parties shall obtain from the Contractor a certificate of compliance from the Commissioner of Revenue certifying that the

Contractor and any out-of-state subcontractors have complied with the provisions of Minnesota Statutes, Section 290.92.

**Section 7.11. Headings.** The headings to the various sections of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed, to modify, define, limit, or expand the intent of the parties as expressed in this Agreement.

**Section 7.12. Further Actions.** The parties agree to execute such further documents and take such further actions as may reasonably be required or expedient to carry out the provisions and intentions of this Agreement, or any agreement or document relating hereto or entered into in connection herewith.

**Section 7.13. Parties in Interest.** This Agreement shall be binding upon and insure solely to the benefit of the parties hereto and their permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature under or by reason of this Agreement.

**Section 7.14 Superseding Effect.** This Agreement supersedes the Joint Powers Agreement between the parties dated June 2, 2008, relating to 60<sup>th</sup> Street (between South Robert Trail and Acorn Drive).

**[The remainder of this page is intentionally left blank.]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

**CITY OF SUNFISH LAKE**

Attest:

By: \_\_\_\_\_  
Catherine Iago  
City Clerk

By: \_\_\_\_\_  
Molly Park  
Mayor

**CITY OF INVER GROVE HEIGHTS**

Attest:

By: \_\_\_\_\_  
Melissa Rheaume  
Deputy City Clerk

By: \_\_\_\_\_  
George Tourville  
Mayor

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Change Order No. 1 for City Project No. 2007-05 – Northwest Area (NWA) Storm Water Overflows, Argenta Hills, Tasks 1-3**

Meeting Date: July 14, 2008  
 Item Type: Consent  
 Contact: Scott D. Thureen, 651.450.2571  
 Prepared by: Scott D. Thureen, Public Works Director  
 Reviewed by: N/A

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

**PURPOSE/ACTION REQUESTED**

Consider Change Order No. 1 for City Project No. 2007-05, Northwest Area (NWA) Storm Water Overflows, Argenta Hills, Tasks 1-3.

**SUMMARY**

The Council approved the use of Emmons and Olivier Resources, Inc. (EOR) for the preparation of a feasibility study for storm water emergency overflows for three proposed developments (Argenta Hills, Inverpoint Business Park and Glen Gregor) in the NWA on November 13, 2007. Change Order No. 1 is for design and analysis revisions stemming from the lift station construction located north of the primary stormwater basin in the Argenta Hills development.

I recommend approval of Change Order No. 1 in the amount of \$5,000.00 for work on City Project No. 2007-05 – Northwest Area (NWA) Storm Water Overflows, Argenta Hills. The work is funded using NWA storm water area connection fees.

SDT/er  
 Attachment: Change Order No. 1

**CHANGE ORDER NO. 1**

**NORTHWEST AREA (NWA) STORM WATER OVERFLOWS, TASKS 1-3 (PHASE 1)  
CITY PROJECT NO. 2007-05  
ARGENTA HILLS**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: July 7, 2008
Contractor: Emmons & Olivier Resources, Inc. 651 Hale Avenue North Oakdale, MN 55128	Engineer: City Engineer
<b><u>PURPOSE OF CHANGE ORDER</u></b>  Contract adjustment to include analysis of impact of sanitary lift station installation on adjacent regional basin. See attached description.	
<b>CHANGE IN CONTRACT PRICE</b>	<b>CHANGE IN CONTRACT TIME</b>
Original Contract Price: \$25,550.00	Original Contract Time:
Net Increase of this Change Order \$5,000.00	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders Orders \$30,550.00	Contract Time with Approved Change
Recommended By: _____ Public Works Director	Approved By: _____ Emmons & Olivier Resources, Inc.

Approved By:

Approved By:

Date of Council Action:

\_\_\_\_\_  
Scott D. Thureen, Public Works Dir.

\_\_\_\_\_  
George Tourville, Mayor

\_\_\_\_\_  
July 14, 2008



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**LEVANDER,  
GILLEN &  
MILLER, P.A.**

ATTORNEYS AT LAW

ROGER C. MILLER  
TIMOTHY J. KUNTZ  
DANIEL J. BEESON  
\*KENNETH J. ROHLF  
◊STEPHEN H. FOCHLER  
◊JAY P. KARLOVICH  
ANGELA M. LUTZ AMANN  
\*KORINE L. LAND  
ANN C. O'REILLY  
◻\*DONALD L. HOEFT  
DARC Y M. ERICKSON  
DAVID S. KENDALL  
JEROME M. PORTER  
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**

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**TO: Mayor and Councilmembers**  
**FROM: Timothy J. Kuntz and Jay P. Karlovich, City Attorneys**  
**DATE: July 14, 2008**  
**RE: Southern Sanitary Sewer System Improvements**  
**City Project 2003-03**  
**Landowner – Clark Road Properties Limited Liability Company – Parcel 51**

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**Section 1. Background:** Evergreen Land Services, Inc., the City's right-of-way acquisition agent for the Southern Sanitary Sewer System Improvements, (City Project 2003-03), has met with Clark Road Properties Limited Liability Company (a/k/a Clark Road Properties, L.L.C.) regarding a possible resolution of the easement acquisition on its property to facilitate the construction of the Project Improvements. The City's appraisal for the Clark Road Properties, L.L.C. acquisition is \$45,000.

**The following represents the cash settlement that Clark Road Properties, L.L.C. would require to amicably grant the easement requested.**

**Section 2. Settlement Proposal Terms:**

To amicably resolve the easement acquisition, Clark Road Properties, L.L.C. would want the following cash and in-kind compensation:

1. Cash Compensation of \$45,000.

**Recommendation:**

Due to the fact that the negotiated settlement amount **equals the City's appraisal** for the property rights acquired, the City's Property Acquisition Team<sup>1</sup> recommends acceptance of the settlement set forth herein.

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<sup>1</sup> The City's Property Acquisition Team is comprised of City Staff, the Office of the City Attorney, Evergreen Land Services and Integra Real Estate Services.

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

**RESOLUTION NO. 08-\_\_\_\_\_**

**A RESOLUTION APPROVING THE NEGOTIATED SETTLEMENT AGREEMENT  
BETWEEN CLARK ROAD PROPERTIES LIMITED LIABILITY COMPANY AND THE  
CITY CONCERNING DAMAGES RELATING TO THE CLARK ROAD PROPERTIES  
LIMITED LIABILITY COMPANY PROPERTY (IGH PARCEL NO. 51)  
RELATIVE TO CITY PROJECT 2003-03**

**WHEREAS**, the City of Inver Grove Heights (the “City”) has authorized the design of plans and specifications for the Southern Sanitary Sewer System Improvements, City Project 2003-03 (the “Project”);

**WHEREAS**, construction plans have been prepared for City of Inver Grove Heights Project No. 2003-03 which provide for the extension of sanitary sewer mains southerly along the west side of Trunk Highway 52 to the City’s southern termini near 117<sup>th</sup> Street;

**WHEREAS**, the Project includes drainage and utility improvements along the various corridors for the sanitary sewer main extensions described above;

**WHEREAS**, the City must acquire various utility, drainage and temporary construction easements for the Project;

**WHEREAS**, the City of Inver Grove Heights was assisted by its property acquisition consultant, Evergreen Land Services Company, for the direct purchase of the various utility, drainage and temporary construction easements for the Project;

**WHEREAS**, the City (and its consultant) was able to negotiate the direct purchase of the proposed easement affecting Parcel 51, owned by Clark Road Properties Limited Liability Company, for the monetary sum of \$45,000.

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

- 1.** The negotiated settlement in the sum of \$45,000 concerning damages associated with the City’s acquisition of an easement over a portion of the Clark Road Properties Limited Liability Company property relative to City Project 2003-03 is hereby approved.

2. Payment of the negotiated settlement amount is hereby authorized upon receipt by the City of the executed easement document.

Passed this 14<sup>th</sup> day of July, 2008.

---

George Tourville, Mayor

Attest:

---

Melissa Rheume, Deputy City Clerk

---

**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  
ANN C. O'REILLY  
◻\*DONALD L. HOEFT  
DARCY M. ERICKSON  
DAVID S. KENDALL  
BRIDGET MCCAULEY NASON  
ELIZABETH HALL WEINBERGER  
DAVID B. GATES  
•  
HAROLD LEVANDER  
1910-1992  
•  
ARTHUR GILLEN  
1919-2005  
•  
• ROGER C. MILLER  
RETIRED

**MEMO**

\*ALSO ADMITTED IN WISCONSIN  
◊ALSO ADMITTED IN NORTH DAKOTA  
◊ALSO ADMITTED IN MASSACHUSETTS  
◻ALSO ADMITTED IN OKLAHOMA

---

**TO: Mayor and Councilmembers**  
**FROM: Timothy J. Kuntz, City Attorney**  
**DATE: July 9, 2008**  
**RE: Heritage Village Park – Declaration of Use Restrictions, Covenants and Reservations**

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**Section 1. Background.** The City of Inver Grove Heights Heritage Village Park on the Mississippi Master Plan includes real property that was described in a Grant Application to the Minnesota Department of Natural Resources. In March of 2005, the City submitted the “Remediation Fund Grant Program Application” to the Minnesota Department of Natural Resources.

In October/November of 2005, the City and the State of Minnesota Department of Natural Resources entered into the Remediation Fund Grant Agreement with Agency Contract Identification No.: RM06-008. Section 16.2 of the Remediation Fund Grant Agreement with Agency Contract Identification No.: RM06-008 required the City to impose the restrictions contained in the attached Declaration upon the property.

**Section 2. Council Action.** The Council is asked to approve the Resolution which establishes the Declaration that will be imposed on the property. This is being done in fulfillment of the Grant Agreement.

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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING  
CITY OF INVER GROVE HEIGHTS  
HERITAGE VILLAGE PARK  
DECLARATION OF USE RESTRICTIONS,  
COVENANTS AND RESERVATIONS  
FOR DNR REMEDIATION FUND  
GRANT PROGRAM RM06-008**

**WHEREAS**, the City of Inver Grove Heights Heritage Village Park on the Mississippi Master Plan includes real property that was described in a Grant Application to the Minnesota Department of Natural Resources; and

**WHEREAS**, in March of 2005, the City of Inver Grove Heights submitted the “Remediation Fund Grant Program Application” to the Minnesota Department of Natural Resources; and

**WHEREAS**, in October/November of 2005, the City of Inver Grove Heights and the State of Minnesota Department of Natural Resources entered into the Remediation Fund Grant Agreement with Agency Contract Identification No.: RM06-008; and

**WHEREAS**, Section 16.2 of said Remediation Fund Grant Agreement with Agency Contract Identification No.: RM06-008 required the City of Inver Grove Heights to impose the restrictions contained in the attached Declaration upon the property.

**NOW, THEREFORE**, be it resolved by the City Council of the City of Inver Grove Heights:

1. The attached Declaration of Use Restrictions, Covenants and Reservations for DNR Remediation Fund Grant Program RM06-008 is approved.
2. The Mayor and Deputy Clerk are authorized to execute the attached Declaration.
3. The City Attorney is authorized to record the attached Declaration with the Dakota County Recorder.

Passed this 14<sup>th</sup> day of July, 2008.

By: \_\_\_\_\_  
George Tourville  
Its Mayor

ATTEST:

\_\_\_\_\_  
Melissa Rheaume  
Its Deputy City Clerk

[space above reserved for recording information]

**CITY OF INVER GROVE HEIGHTS  
HERITAGE VILLAGE PARK  
DECLARATION OF USE RESTRICTIONS,  
COVENANTS AND RESERVATIONS  
FOR DNR REMEDIATION FUND  
GRANT PROGRAM RM06-008**

**WHEREAS**, the City of Inver Grove Heights Heritage Village Park on the Mississippi Master Plan includes the “Property” legally described as Parcels 1, 2, 3, 4 and 5 of Exhibit “A”; and

**WHEREAS**, in March of 2005, the City of Inver Grove Heights submitted the “Remediation Fund Grant Program Application” attached hereto as Exhibit “B”; and

**WHEREAS**, in October/November of 2005, the City of Inver Grove Heights and the State of Minnesota Department of Natural Resources entered into the Remediation Fund Grant Agreement with Agency Contract Identification No.: RM06-008 attached hereto as Exhibit “C”; and

**WHEREAS**, Section 16.2 of said Remediation Fund Grant Agreement with Agency Contract Identification No.: RM06-008 required the City of Inver Grove Heights to impose the following restrictions upon the “Property.”

**NOW, THEREFORE,** the City makes the following declaration (“Declaration”) as to use restrictions to which the Property may be put, and specifies that such Declaration shall constitute covenants to run with the Property as provided by law and shall be binding on the City, its successors or assigns, all present or future owners of the Property, and all parties who now or hereafter have or hold any right, title or interest in the Property:

**1. Definitions.**

[a.] As used herein, “Owner” means the City of Inver Grove Heights, which is the grantor of the rights and covenants created in this Declaration, and includes the City’s successors and assigns, and all present and future owners of the Property.

[b.] As used herein, “Property” means the real property legally described in Exhibits “A”.

[c.] As used herein, the “Remediation Fund Grant Program Application” means the Department of Natural Resources Remediation Fund Grant Program Application filed by the City of Inver Grove Heights in March of 2005 and attached hereto as Exhibit “B”.

[d.] As used herein, “Remediation Fund Grant Agreement RM06-008” means the Remediation Fund Grant Agreement with Agency Contract Identification No.: RM06-008 entered into by and between the State of Minnesota Department of Natural Resources and the City of Inver Grove Heights in October/November of 2005 and attached hereto as Exhibit “C”.

**2. Use Restrictions.**

Subject to the terms and conditions of this Declaration and the covenants and reservations contained herein, the Owner hereby declares and imposes the following use

restrictions ("Use Restrictions") on the Property pursuant to Section 16.2 of the Remediation Fund Grant Agreement RM06-008:

[a.] The Property shall be permanently managed and maintained consistent with the purpose and type of Property acquired (and/or restored) using appropriate management and protection practices to protect the natural resources.

[b.] The City of Inver Grove Heights shall not at any time convert any portion of the Property to uses other than permitted in the Remediation Fund Grant Agreement RM06-008 without the prior written approval of the State of Minnesota Department of Natural Resources.

**3. Covenants.**

The Owner hereby covenants ("Covenants") that the Property shall not be held, transferred, sold, conveyed, occupied, altered, or used in violation of the Use Restrictions set forth in Section 2 of this Declaration.

**4. Reservations.**

Nothing contained in this Declaration shall in any way prohibit, restrict, or limit Owner, from fully conveying, transferring, occupying or using the Property for all purposes not inconsistent with the Use Restrictions set forth in Section 2 of this Declaration (the "Reservations").

**5. Duration; Amendment.**

This Declaration and the Use Restrictions, Covenants, and Reservations herein are unlimited in duration unless terminated, released and/or amended with the written consent of the Commissioner of the State of Minnesota Department of Natural Resources or his/her successor or assigns.

**6. Disclosures.**

The Use Restrictions set forth in Section 2 of this Declaration shall be incorporated in full or by reference into all instruments conveying an interest in and/or a right to use the Property.

**IN WITNESS WHEREOF**, the authorized representatives shown below have executed this City of Inver Grove Heights Heritage Village Park Declaration of Use Restrictions, Covenants and Reservations for DNR Remediation Fund Grant Program RM06-008.

**CITY OF INVER GROVE HEIGHTS**

**ATTEST:**

By: \_\_\_\_\_  
George Tourville  
Its Mayor

\_\_\_\_\_  
Melissa Rheaume  
Its Deputy Clerk

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

On this \_\_\_\_ day of \_\_\_\_\_, 2008, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

\_\_\_\_\_  
Notary Public

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

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

81000.01000, Heritage Village Park, Declaration of Use Restrictions, Covenants and Reservations, DNR Remediation Fund Grant Program RM06-008, version dated July, 2008.



## Exhibit "A"

### Parcel 1:

That part of Government Lot 8 in Section 35, Township 28, Range 22, Dakota County, Minnesota described as follows: Beginning at a point on the South line of said Section 35 distant 1037.75 feet East of the Southwest corner thereof; thence Northerly parallel with and 75 feet East of the East line of the Chicago Northwestern Railroad to the intersection with the Easterly extension of the South line of Lincoln Park Addition to South St. Paul; thence Easterly along the Easterly extension of the South line to the shore of the Mississippi River; thence South along the shoreline to the intersection with the South line of Section 35; thence West along the South line to the point of beginning.

### Abstract Property

### Parcel 2:

That part of the Northwest Quarter in Section 2, Township 27, Range 22, Dakota County, Minnesota described as follows: Beginning at the point of intersection of the South line of the North Half of the North Half of said Northwest Quarter with the Northerly extension of the West line of North and South Alley in Block 30 of Inver Grove Factory Addition; thence West along the South line 350 feet, more or less, to the Easterly line of the Chicago Rock Island & Pacific Railroad; thence Northwesterly along the Easterly line 600 feet, more or less, to the North line of said Section 2; thence East along the North line 560 feet, more or less, to the intersection with the Northerly extension of the West line of the North and South Alley in Block 30 of Inver Grove Factory Addition; thence South along the West line to the point of beginning, except any part thereof lying within the following described parcel: Beginning at the intersection of the North line of Section 2 and a line lying 75 feet East of and parallel to the Easterly right of way line of the Chicago Northwestern Railroad; thence South 19 degrees 23 minutes 35 seconds East 413.89 feet; thence South on a tangential curve 66.11 feet; thence South 04 degrees 00 minutes 00 seconds West 93.05 feet; thence North 19 degrees 23 minutes 49 seconds West 578.76 feet to the North line of Section 2; thence East 40.01 feet to the point of beginning.

### Abstract Property

### Parcel 3:

That part of the Northwest Quarter and that part of the Southwest Quarter of Section 2, Township 27, Range 22, Dakota County, Minnesota, formerly known as Inver Grove Yard, except any part thereof lying within the following described parcel: Beginning at the intersection of the North line of Section 2 and a line lying 75 feet East of and parallel to the Easterly right of way line of the Chicago Northwestern Railroad; thence South 19 degrees 23 minutes 35 seconds East 413.89 feet; thence South on a tangential curve 66.11 feet; thence South 04 degrees 00 minutes 00 seconds West 93.05 feet; thence North 19 degrees 23 minutes 49 seconds West

578.76 feet to the North line of Section 2; thence East 40.01 feet to the point of beginning, and also except any part thereof lying within the following described parcel: Beginning at the intersection of the North line of the Southwest Quarter of the Southwest Quarter of Section 2, Township 27, Range 22 and the Easterly line of Doane Trail; thence North on the Easterly line 146.85 feet; thence Northerly on a curve radius 2829.9 feet, central angle 10 degrees 02 minutes, 495.75 feet; thence North 89 degrees 00 minutes 00 seconds East 85.33 feet; thence South on a curve radius 2814.93 feet, central angle 12 degrees 31 minutes 00 seconds 637.33 feet; thence North 89 degrees 46 minutes 00 seconds East 198.5 feet; thence Southwesterly on a curve concave to the Southeast radius 1382.69 feet, central angle 12 degrees 29 minutes 00 seconds, 301.26 feet to the Easterly right of way line of Doane Trail; thence Northwesterly along the Easterly right of way line 275.38 feet to the point of beginning.

#### Abstract Property

##### Parcel 4:

A strip of land being part of the former Chicago Rock Island & Pacific Railroad being varying widths located in the Northwest Quarter of Section 2, Township 27, Range 22, Dakota County, Minnesota, the center line of the strip being described as follows: Beginning at the intersection of the North line of Section 2 and the centerline of the main line of the Chicago Rock Island & Pacific Railroad; thence Southerly along the centerline of the main line to a point 715 feet Southerly from the North line of Section 2 and there terminating, except any part thereof lying within the following described parcel: Beginning at the intersection of the North line of Section 2 and a line lying 75 feet East of and parallel to the Easterly right of way line of the Chicago Northwestern Railroad; thence South 19 degrees 23 minutes 35 seconds East 413.89 feet; thence South on a tangential curve 66.11 feet; thence South 04 degrees 00 minutes 00 seconds West 93.05 feet; thence North 19 degrees 23 minutes 49 seconds West 578.76 feet to the North line of Section 2; thence East 40.01 feet to the point of beginning.

#### Abstract Property

##### Parcel 5:

A strip of land being part of the former Chicago Rock Island & Pacific Railroad being varying widths located in Sections 11, 14, 23, 22, and 27, all in Township 27, Range 22, Dakota County, Minnesota, the center line of the strip being described as follows: Beginning at the intersection of the center line of the main line of the Chicago Rock Island & Pacific Railroad and the North line of the South Half of the Northwest Quarter of Section 11; thence Southerly along the centerline of the main line running through Sections 11, 14, 23, 22 and 27 to the South line of Section 27 and there terminating.

#### Abstract Property

# Remediation Fund Grant Program Application

Minnesota Department of Natural Resources  
Division of Ecological Services



**Inver Grove Heights  
Heritage Village Park on the Mississippi River Habitat Restoration**

## Remediation Fund Grant Program Application

### APPLICATION CHECKLIST

1.	<input checked="" type="checkbox"/>	Application Summary
2.	<input checked="" type="checkbox"/>	Project Narrative
3.	<input checked="" type="checkbox"/>	Project Site Evaluation with MCBS Ranking
4.	<input type="checkbox"/>	Cost Breakdown / Budget - Acquisition
5.	<input checked="" type="checkbox"/>	Cost Breakdown/ Budget – Restoration and Protection Measures
6.	<input checked="" type="checkbox"/>	Other Funds
7.	<input checked="" type="checkbox"/>	Resolution of Authorization
8.	<input checked="" type="checkbox"/>	Projected Operation, Management and Protection Costs
9.	<input checked="" type="checkbox"/>	Conservation Easement
10.	<input type="checkbox"/>	Appraisal
11.	<input checked="" type="checkbox"/>	Title Opinion
12.	<input checked="" type="checkbox"/>	USGS Topographical Map
13.	<input checked="" type="checkbox"/>	Location Map
14.	<input checked="" type="checkbox"/>	Site Plan
15.	<input checked="" type="checkbox"/>	Natural Area Plan

## ITEM 1 - APPLICATION SUMMARY

Send one unbound original and two copies of the application to:

Pat Collins  
Department of Natural Resources  
Division of Ecological Services  
1568 Hwy 2  
Two Harbors, MN 55616

Project Title: **Ecological Management Plan and Implementation**

Project Applicant: **City of Inver Grove Heights**

Contact Person: **Mary Bisek**

Title: **Director of Park and Recreation**

Address: **8055 Barbara Ave., Inver Grove Heights, MN**

Zip: **55077** County: **Dakota**

Daytime Phone: **651-450-2587**

Fax Number: **651-450-2490**

Project Name: **Heritage Village Park on the Mississippi River Habitat Restoration**

Project Center Point Location: Lat. 44°51' 41" N Long. 93°01' 05" W  
WGS84/NAD83 498,585 E 4,967,551 N

Please identify the activities to be completed with your Application:

Acres to be purchased or restored: **restoration of 25 acres**

Protection or restoration measures to be employed:

- **Develop Implementation Plan for the Park Ecological Management Plan**
- **Verify property lines by survey and install protective fencing and signage**
- **Restore approximately 11 acres of floodplain forest and 14 acres of prairie**

Cost Breakdown:

Grant Request \$208,725

Other Funds \$217,560 Source(s): secured federal grant (regional trail),  
City of Inver Grove Heights Tree Replacement and Park Dedication Funds,  
in-kind, and other grants, donations.

Total Cost \$426,285

## ITEM 2 -PROJECT NARRATIVE

The northeast corner of the City of Inver Grove Heights (“the City” or “IGH”) is within the Crosby American Properties Landfill watershed. The subject property is part of an undeveloped 80+ acre park (Heritage Village Park) with frontage on the Mississippi River.

The goal of the proposed project is to create an Ecological Management Implementation Plan for and restore the 100-year Mississippi River floodplain and adjacent area within 25 acres of the park to its natural state in collaboration with the Friends of the Mississippi River (FMR), Minnesota Environmental Initiative (MEI), and other partners.

The Mississippi River corridor provides significant wildlife habitat. It is used by 40% of the migratory waterfowl and over 60 % of all migratory bird species in North America. Though portions of it have been degraded by past uses, the Heritage Village Park site offers a tremendous opportunity for habitat restoration. Restored native habitat is critical to the long-term health of the river ecosystem. This property was identified as a high priority site in the Northern Dakota Greenway Plan. It received the highest possible score from the DNR “regionally significant ecological areas”, and is located within the identified Lower Mississippi Wildlife Corridor. Restoration of the park will add to the protected corridor of native habitat along the river and will be connected by the Mississippi River Regional Trail (MRRT) to the Scientific and Natural Area in southern Inver Grove Heights.

The City adopted the Concord Boulevard Neighborhood Plan for the northeast corner of the community in 1998 after going through a lengthy planning process with extensive public input. Based on the goals identified in that plan, the City established a Voluntary Floodplain Acquisition Program for the Doffing area and designated over 80 acres for Public Park. After four years of investigating contamination on the abandoned former railroad site, the City took title to the 50+ acre tax forfeit property in December of 2003. A park master plan was developed and adopted in 2004 with guidance from a 20 member Task Force.

The park design focuses on protecting and enhancing the natural resources represented by the river and the floodplain; while reconnecting the community to the Mississippi River. The river defines the entire eastern boundary of IGH and has played a significant role in defining the unique character and heritage of this community.

The City has been working in collaboration with Braun Intertec, Minnesota Environmental Initiative, Dakota County Environmental Management Department and Friends of the Mississippi River to coordinate the Response Action Plan to guide clean up of pollution on the site with an Ecological Management Plan to restore native habitat. The City Council recently approved a contract with Braun to remediate the groundwater contamination caused by former railyard uses. This activity is expected to take between one and two years and has been approved by the Minnesota Pollution Control Agency and the Department of Commerce’s Minnesota Petrofund.

## ITEM 3 - PROJECT SITE EVALUATION

### I. Description of the Environment and the Environmental Impact of the Proposed Project

#### **A. Present Land Use:**

The abandoned tax forfeit site was the location of the former Chicago Pacific roundhouse and maintenance facility. It was operated as such from the early 1900's until approximately 1980. The area used for former railyard is covered with volunteer low quality vegetation. The Mississippi River floodplain below the dike, built in the 1960's, is essentially undisturbed by development. The property was acquired by the City in 2003 for use as a public park. The park is undeveloped. The project will enhance the quality of the existing wetlands and restore disturbed areas to native prairie or savannah. It is anticipated that restoration of the park area will inspire adjoining landowners to begin restoration of their property as well.

**B. Intrusions:** All structures were removed from the property in 1985. A foundation from the former railshop is located on the north-central end of the site. Sections of the foundation from the roundhouse are visible north of the railshop. A dike constructed in the 1960's runs roughly parallel to the river. Informal trails cross the site in multiple locations.

Northern States Power has an easement across the park for overhead transmission lines. There are no transmission structures within the project area. The overhead line crosses the southeastern corner of the project. There is a 75' easement on each side of the centerline. No structures or plant materials of over 15' mature height are allowed within the easement.

A fence defines the boundary between the park and the gun club to the north. Active railroad tracks run along the western side of the property. There are marinas, residences and businesses to east and south. The City has an active voluntary acquisition program for properties within the flood plain. The rail line and gun club will be buffered with native plant materials and fencing.

Since 1999, the City has spent in \$100,000+ investigating soil and ground water contamination on the proposed park site. The studies conducted by Braun Intertec Corporation include: Phase I and II Environmental Site Assessment (ESA), Additional Site Assessment (ASA), and Additional Soil Sampling. Copies of these reports have been submitted to the Minnesota Pollution Control Agency (MPCA) and the Dakota County Environmental Management Department (DCEMD). The results indicate the presence of asbestos-containing materials (ACM), petroleum and non-petroleum-related contaminants. The City is enrolled in the MPCA's Voluntary Investigation and Cleanup program for the non-petroleum-related constituents and the Voluntary Petroleum Investigation and Cleanup (VPIC now the Petroleum Brownfields Program) program for the petroleum related contaminants. The Corrective Action Design for environmental remediation of groundwater contamination caused by former railyard uses has been approved. Removal of ground water contamination is underway and is expected to be complete within one to two years.

A grant has been submitted to the Mississippi River Fund through the National Park Foundation to begin soil remediation and removal of surficial debris. Notification of funding is expected in April or May of 2005. Some soil exportation may occur if required for removal of impacted soils. Importation of clean fill may be used for capping contaminated soils that are to remain on site. Significant export or import is not anticipated.

Phytoremediation is being proposed for some of the impacted soils. MPCA is expected to respond by the end of April to a Response Action Plan (RAP) that establishes the procedures that will be used to properly manage known site impacts and potentially contaminated materials if encountered during restoration or park development activities on the property. All site work will be in accordance with the approved RAP. The Ecological Management Plan by the Friends of the Mississippi Rivers is being coordinated with the RAP and will be completed by the end of June 2005.

**C. Fish and Wildlife:** The site is within a 50+ acres of parkland. The park is proposed to be over 80 acres with ongoing acquisitions in the flood plain. The Minnesota Natural Heritage database was reviewed by The Minnesota Natural Heritage Program/Nongame Wildlife Program. There are 13 (also see vegetation) known occurrences of rare species or natural communities in the area searched including: Bald Eagle (#1679, #1768, #2232 Federal – threatened, MN – special concern); Blue Sucker (#68, #53 MN – special concern); Blanding’s Turtle (#664 MN – threatened); Peregrine Falcon (#77 MN – threatened); Paddlefish (#119 MN – threatened); and Gopher Snake (#12). According to Sarah Hoffmann, Endangered Species Environmental Review Coordinator; while none of these elements have been documented on the project area itself, development of the proposed park should prove beneficial to many of these features by maintaining the area as open space, restoring native plant communities, and by reducing runoff to the Mississippi River. The Higgins eye perlymussel is federally listed as endangered in Mississippi River. The proposed restoration will improve habitat to support wildlife populations, while extending the greenway corridor along river

**D. Vegetation:** The Minnesota Natural Heritage database identified the following plant communities near this area: Floodplain Forest Silver Maple (#33, #32); Dry Prairie (Southeast) Sand-Gravel Subtype (#12); and Oak Forest (Central) Dry Subtype (#22). Both of the latter occurrences are quite some distance away and are not relevant to this site. Cottonwood, willow, basswood, silver maple, ash and dogwood have been identified in the floodplain.

A survey of the existing site vegetation will be completed as part of the Ecological Management Plan to be completed by the Friends of the Mississippi River by the end of June 2005.

Disturbed areas used for railyard will be cleared of low quality vegetation to facilitate remediation of impacted soils and prepare for restoration of native plant materials. Floodplain will be cleared of invasive species and restored. The property will be surveyed to verify lot lines and fencing installed to protect restored areas from casual intrusion. Local residents have volunteered to adopt this park, assisting with restoration and protection. When possible, native plant species known to promote phytoremediation of metals, hydrocarbons and PAHs will be introduced.

**E. Water Resources:** The project area is adjacent to the Mississippi River which seasonally floods the floodplain forest. The floodplain is impacted by a dike constructed in the 1960’s. In addition to the riverine, there are palustrine forested wetlands and one palustrine marsh. The restoration of native habitat will have a positive impact on the water quality. Nonpoint source pollution to these wetlands and the river will be reduced by protecting the floodplain habitat and preventing development in this area. Natural barriers will slow surface runoff and increasing the infiltration of water into the soil, reducing or eliminating soil erosion. The voluntary floodplain acquisition program moves residential and business uses away from sensitive water resources;

while providing new park and recreation opportunities, protecting natural habitats, preserving historic landscapes. Remediation of contaminated soil and ground water will reduce the potential for future impacts to ground water.

**F. Geologic and Physiographic Features:** Inver Grove Heights is part of the Interior Plains and Central Lowland. The area was submerged by continental seas millions of years ago. Most rocks in this region were formed from sediments deposited from 505 to 438 million years ago in the Ordovician Period. The Mississippi River floodplain is the most sensitive habitat in this area. There is high unexposed bedrock throughout most of the park site. Interpretive signage will be used to educate visitors about the importance of floodplain, and native habitat restoration. The City will work with the National Park Service (NPS) to develop appropriate visitor information.

**G. Historical and Archeological Significance:** Pioneers settled near the Mississippi River in the "Old Village" in 1852. The Chicago Great Western Railroad was built in 1886. It operated in the area from the early 1900's through approximately 1980. Railyard workshop and round house foundation remnants remain to tell the story of the important role in regional transportation played by this area. The park is also near the historic double decker swing bridge completed in 1895 that carried both rail and vehicle traffic. The Old Town Hall (second village hall) built in the 1930's as part of a W.P.A. project is also nearby. Interpretive signage developed in coordination with the NPS will also be used to highlight the social history of the area.

**H. Transportation:** The Heritage Village Park on the Mississippi River has easy access from the freeway system, local streets, transit facilities and the river. The Mississippi River Regional Trail will be built through the park in 2007 by Dakota County Parks, connecting users to the Great River Road-Mississippi River Trail, as well as local community trails.

## **II. Description of the Proposed and Future Management Activities**

**A. Land Management and Protection:** The restoration area will cover approximately 25 acres within the 50+ acre park. The park is projected to be 80+ acres with continued voluntary acquisition of additional floodplain properties. Additional areas within the park are proposed for native habitat restoration. They are not included as part of this proposal because of the restrictions placed on recreational amenities within the grant project area. These restored areas will be combined with best management and integrated pest management practices to control maintenance costs and buffer the flood plain from high traffic areas. The overall park design includes two picnic shelters with restrooms, playground, informal grass amphitheater, a system of paved park trails and civic green space. The "civic green" is planned as a highly flexible area to be used for a variety of public uses including: civic festivals, art fairs, farmers market, informal picnic, active play, etc.

The gun club to the north is mostly open space with fencing separating it from the park area. The train tracks will be buffered from the park with fencing, plantings and drive isles. Ultimately non-park uses will be separated from the park by Doffing Avenue on the east.

The abandoned railyard has been used informally in a variety of undesirable ways. Off road motorized vehicles have accessed the site from a number of points. Promiscuous dumping has

left piles of construction, household and yard debris. The proposed boundary fencing will restrict access to sensitive natural areas and protect restored native habitat.

Due to numerous railroad parcels and the former tax forfeit status, a survey will be needed to clearly identify the property boundary. Much of the perimeter will need to be fenced in order to control indiscriminate access, especially until restoration plant materials have matured. Public access to the natural areas will be directed and managed through a series of paved, natural and boardwalk paths and trails. The boardwalk area adjacent to the river will be constructed of recycled engineered lumber to withstand seasonal flooding. The boardwalk system will protect the fragile ecosystem from the impact of visitor use, while providing an accessible means of approaching the river itself. A variety of interpretive signage will direct and educate users to the importance of protecting the unique and valuable river and floodplain ecosystem.

Friends of the Mississippi River is currently working on an Ecological Management Plan for the Park. The plan will: describe the pre-settlement vegetation for the park area; describe the existing vegetation/land cover; identify habitat restoration opportunities; provide specific habitat restoration recommendations and provide basic cost estimates for the restoration work. The Ecological Plan will be completed by the end of June, 2005.

Remediation of site pollution will continue in coordination with Braun Intertec, MPCA, MEI and DCEMD. The City will ultimately obtain applicable liability assurances and regulatory closures from the MPCA and Dakota County.

A number of volunteer partners have been identified to assist with the restoration project. Instructors at Inver Hills Community College in the Math, Science and Technology Department are planning to use the park area as a field classroom.

**B. Public Access:** The park location provides for easy access by road, trail, river or transit from major population centers. Parking, picnic areas, playground, civic green spaces, and performance areas will be developed outside of the restored areas. Pedestrian and bicycle trails, and the river will be the only public access routes to restored areas. A limited number of soft nature trails will be provided through floodplain. One hard surface trail will lead to the boardwalk area at the riverfront. The boardwalk system will provide access to the river, while protecting the floodplain. View sheds will be provided from the regional trail. Interpretive signage will be coordinated with the National Park Service to provide information regarding the habitat restoration and historically significant social and transportation features of the area.

**ITEM 4 - COST BREAKDOWN / BUDGET  
Acquisition**

Parcel Identification                      Acres                      Total Cost                      Expected Acquisition Date

**Not Applicable**

Total \$ \_\_\_\_\_

**ITEM 5 - COST BREAKDOWN / BUDGET  
Restoration and Protection Measures**

Describe each major restoration task and/or protection measure to be accomplished and provide an estimated cost of each.

Restoration/Protection Measures Description                      Total Estimated Cost                      Expected Completion Date

Develop Ecological Management Implementation Plan	\$3,000	September 2005
Project Management (FMR)	\$12,400	June 2007
Monitoring Site (FMR)	\$9,400	June 2007
Coordinate 3 Volunteer Events (FMR)	\$4,500	June 2007
11± acres flood plain removal of exotics (\$500 per acre)	\$5,500	June 2007
Prairie site preparation (tree removal, grading, and soil)	\$91,000	November 2005
14± acres prairie restoration (\$3,000 per acre)	\$42,000	June 2007
 Protection Measures:		
surveying to verify property lines	\$11,200	October 2005
protective fencing (1,000' @ \$12.50/ft.)	\$27,725	November 2005
boundary and safety signage	\$2,000	November 2005

Total \$ 208,725

## ITEM 6 – Other Funds

The amenities within the restored area will be provided through a variety of funding sources. Dakota County Park Department will construct the Mississippi River Regional Trail (MRRT) using secured federal grant dollars. Construction of the section of MRRT crossing the restoration area will cost approximately \$50,000. The City of Inver Grove Heights will be constructing: one mile of soft nature trail (\$8,000); one mile of paved trail (\$76,560); riverfront boardwalk (\$30-\$40,000); and installing directional, interpretive and safety signage (\$5,000). In the third year of the prairie/savannah restoration trees and shrubs will be planted (\$7,000). Installation of these amenities will total approximately \$96,560. Funds will come from a variety sources including: Tree Replacement Funds, Park Dedication Funds, grants and donations. In addition over \$36,000 of in-kind staff time and equipment use is anticipated.

A substantial financial commitment has already been made in this park project. The City of Inver Grove Heights has spent \$119,958 over the last five years investigating soil and ground water contamination on the abandoned railyard. The Minnesota Pollution Control Agency provided technical assistance and \$150,000 in Supplemental Environmental Program Grants. The Minnesota Department of Commerce also provided \$26,665 for the environmental investigation.

Minnesota Department of Natural Resources Floodplain Grants of \$650,000 were awarded to the City to acquire property in the Doffing area. The Dakota County Community Development Agency has provided technical assistance with acquisitions in the floodplain. The United States Department of Housing and Urban Development also provided \$793,511 in funding for floodplain acquisitions through the Community Development Block Grant Program.

The City has applied to the National Park Foundation Mississippi River Fund for \$25,000 in matching funds. The funding announcements will be made in April or May, 2005. The Dakota County Environmental Management Department (DCEMD) has committed to \$25,000 in matching funds for that grant. The DCEMD has also provided technical assistance with the environmental investigation. The City has committed to \$16,500 on in-kind contribution to this same grant.

The Dakota County Parks Department has secured federal funds to build the Mississippi River Regional Trail through Heritage Village Park in 2007. Trail design will begin in 2006.

Minnesota Environmental Initiative has provided technical and financial assistance for development of the Response Action Plan (RAP) by Braun Intertec and the Ecological Management Plan by Friends of the Mississippi River (FMR).

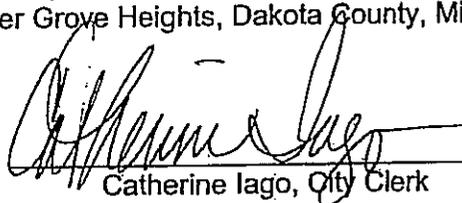
Braun Intertec provided in-kind services toward the development of the Response Action Plan, while Friends of the Mississippi River is providing in-kind services toward the development of the Ecological Management Plan.

**ITEM 7 - RESOLUTION OF AUTHORIZATION**

**CERTIFICATION**

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

The undersigned, Deputy Clerk of the City of Inver Grove Heights, Dakota County, Minnesota, hereby certifies that attached hereto is a true and correct copy of Resolution No. 05-14, which was adopted by the City Council of the City of Inver Grove Heights at a lawful meeting duly held on February 14, 2005 at which a quorum was present and acting throughout of the original on file in the office of the City Clerk, City of Inver Grove Heights, Dakota County, Minnesota.

  
Catherine Iago, City Clerk

(SEAL)

Dated: March 7, 2005

ITEM 7 - RESOLUTION OF AUTHORIZATION

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 05-14

RESOLUTION OF AUTHORIZATION TO APPLY TO THE DNR REMEDIATION FUND GRANT  
PROGRAM FOR RESOURCES TO CREATE A HABITAT MANAGEMENT PLAN AND  
INITIATE RESTORATION OF FLOODPLAIN.

**WHEREAS**, the City of Inver Grove Heights acts as legal sponsor for the project contained in the Remediation Fund Grant Program Application to be submitted by March 31, 2005; and that Mary Bisek, Director of Park and Recreation is hereby authorized to apply to the Department of Natural Resources for funding of this project on behalf of the City of Inver Grove Heights, and;

**WHEREAS**, the City of Inver Grove Heights has the legal authority to apply for financial assistance, and ensure adequate management and protection, and;

**WHEREAS**, the proposed habitat management plan and restoration of floodplain is consistent with the City Concord Boulevard Neighborhood Plan, 2020 Comprehensive Plan, and the Heritage Village Park on the Mississippi Master Plan, and;

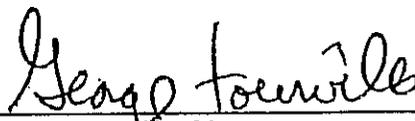
**WHEREAS**, upon approval of its application by the state, the City of Inver Grove Heights may enter into an agreement with the State of Minnesota for the above-referenced project, and that the City of Inver Grove Heights certifies that it will comply with all applicable laws and regulations as stated in the grant agreement including dedicating the park property for natural resource conservation and protection in perpetuity; and;

**WHEREAS**, in the event the Department of Natural Resources determines that the project or property is no longer used and maintained for its original purpose, the City of Inver Grove Heights shall reimburse DNR for the state funds received for the project.

**NOW, THEREFORE BE IT RESOLVED** that the Inver Grove Heights City Council here authorizes the Director of Park and Recreation to execute such agreements as are necessary to implement the project on behalf of the applicant.

Adopted by the City Council of the City of Inver Grove Heights on February 14, 2005.

Ayes: 5  
Nays: 0

  
George Tourville, Mayor

Attest:  
  
Catherine Lago, Deputy Clerk

## ITEM 8 - PROJECTED OPERATION, MANAGEMENT AND PROTECTION COSTS

Amenities: restoration of 25 acres of floodplain and adjacent prairie/savannah areas, 1 mile of natural trails, 1 mile of paved trails, 1,000' of boardwalk, .5± miles of Mississippi River Regional Trail, and interpretive signage. Volunteer labor will be used for some of the maintenance activities, i.e. care of natural trails, removal of non-native invasive species, plantings, etc. A 3% per year inflation figure is included in the long-term costs. Estimated maintenance and repair costs are as follows:

Annual costs \$13,250 to \$15,000 including:

- site monitoring \$4,700
- exotic species control \$3,500
- fencing – inspection and repair \$500
- paved trail – sweeping, mowing 6' on each side \$500
- natural trails – rake, grade, erosion control, seeding \$500
- recycled plastic boardwalk – flood clean-up and repair \$1,500
- recycled plastic boardwalk – inspection and repair \$1,000
- interpretive/boundary/safety signage – inspect, repair \$500
- weekly trash collection and pick-up \$700

3-5 years costs \$17,000 to \$20,000 including:

- burn prairie every 3 years (\$546 per acre) \$7,650
- plant trees and shrubs in savanna (3<sup>rd</sup> year only \$500/acre) \$7,000
- fencing – replace damaged sections \$250
- paved trail – crack fill and seal coat \$5,000

10 year costs \$17,000 to \$26,500 including:

- burn management (\$712 per acre) \$9,968
- replace plant material as needed \$5,000
- paved trail – crack fill and seal coat \$5,300
- signage – replace as needed \$6,200

20 year costs \$75,000 to \$104,000 including:

- burn management (\$957 per acre) \$13,398
- replace plant material as needed \$5,000
- fencing – replace as needed \$18,000
- paved trail – mill and overlay \$15,000
- recycled plastic boardwalk – replace as needed \$44,000
- signage – replace as needed \$8,300

## ITEM 9 – CONSERVATION EASEMENT

Upon selection for funding the City will record the following condition with the deed of the property restored.

*In order to comply with the Department of Natural Resources Project Agreement <agreement #>, the City of Inver Grove Heights does hereby impose the following restrictions on the property:*

- 1. The property shall be permanently managed and maintained consistent with the purpose and type of property acquired using appropriate management and protection practices to protect the natural resources.*
- 2. The Grantee shall not at any time convert any portion of the property to uses other than permitted in this agreement without the prior written approval of the State.*

## ITEM 10 - APPRAISAL

**Not Applicable.**

ITEM 11 – TITLE OPINION

For all projects, a title opinion is required that certifies ownership and the absence of any existing easements or encumbrances on the property that will interfere with managing the property for the purposes of conservation as described in this application under Item 3 Part III and will not threaten the ecological integrity of the site.

TITLE OPINION  
(FOR ACQUISITION PROJECTS)

Date: March 29, 2005

Re: Heritage Village Park DNR Grant Application  
(Project Title for Project Application)

I hereby certify that I am a member in good standing of the State bar of Minnesota and have been requested to determine record of ownership for the parcel(s) of property on which the above-mentioned project will be constructed.

See Exhibit "A", Attached

After thoroughly examining the public land records or other appropriate records in accordance with the laws of Minnesota, I certify that the record title to the parcel is held by:

City of Inver Grove Heights, a governmental subdivision

In Fee Simple Absolute

I have determined that there are Easements, encumbrances, or other restrictive covenants on the property. They are:

See Exhibit "B", Attached

Other comments:

The legal descriptions of the property contain ambiguities (i.e. "a strip of land of varying widths" and "to the shore of the Mississippi River"). A surveyor could survey the present legal descriptions and create a description of the property that is not ambiguous. Record title was obtained by the State pursuant to Auditor's Certificates of Tax forfeiture. Any claim by a previous owner against the present owner would have to be based on irregularities in the forfeiture procedure.

Signature: 

Name: Karen Johnson

Address: 7373 147<sup>th</sup> Street West

Apple Valley, MN 55124

Bar Number: 0186089 Telephone Number 952-997-4661

## ITEM 11 – TITLE OPINION

### Exhibit “A”

#### Parcel 1:

That part of Government Lot 8 in Section 35, Township 28, Range 22, Dakota County, Minnesota described as follows: Beginning at a point on the South line of said Section 35 distant 1037.75 feet East of the Southwest corner thereof; thence Northerly parallel with and 75 feet East of the East line of the Chicago Northwestern Railroad to the intersection with the Easterly extension of the South line of Lincoln Park Addition to South St. Paul; thence Easterly along the Easterly extension of the South line to the shore of the Mississippi River; thence South along the shoreline to the intersection with the South line of Section 35; thence West along the South line to the point of beginning.

#### Abstract Property

#### Parcel 2:

That part of the Northwest Quarter in Section 2, Township 27, Range 22, Dakota County, Minnesota described as follows: Beginning at the point of intersection of the South line of the North Half of the North Half of said Northwest Quarter with the Northerly extension of the West line of North and South Alley in Block 30 of Inver Grove Factory Addition; thence West along the South line 350 feet, more or less, to the Easterly line of the Chicago Rock Island & Pacific Railroad; thence Northwesterly along the Easterly line 600 feet, more or less, to the North line of said Section 2; thence East along the North line 560 feet, more or less, to the intersection with the Northerly extension of the West line of the North and South Alley in Block 30 of Inver Grove Factory Addition; thence South along the West line to the point of beginning, except any part thereof lying within the following described parcel: Beginning at the intersection of the North line of Section 2 and a line lying 75 feet East of and parallel to the Easterly right of way line of the Chicago Northwestern Railroad; thence South 19 degrees 23 minutes 35 seconds East 413.89 feet; thence South on a tangential curve 66.11 feet; thence South 04 degrees 00 minutes 00 seconds West 93.05 feet; thence North 19 degrees 23 minutes 49 seconds West 578.76 feet to the North line of Section 2; thence East 40.01 feet to the point of beginning.

#### Abstract Property

#### Parcel 3:

That part of the Northwest Quarter and that part of the Southwest Quarter of Section 2, Township 27, Range 22, Dakota County, Minnesota, formerly known as Inver Grove Yard, except any part thereof lying within the following described parcel: Beginning at the intersection of the North line of Section 2 and a line lying 75 feet East of and parallel to the Easterly right of way line of the Chicago Northwestern Railroad; thence South 19 degrees 23 minutes 35 seconds East 413.89 feet; thence South on a tangential curve 66.11 feet; thence South 04 degrees 00 minutes 00 seconds West 93.05 feet; thence North 19 degrees 23 minutes 49 seconds West

## ITEM 11 – TITLE OPINION

578.76 feet to the North line of Section 2; thence East 40.01 feet to the point of beginning, and also except any part thereof lying within the following described parcel: Beginning at the intersection of the North line of the Southwest Quarter of the Southwest Quarter of Section 2, Township 27, Range 22 and the Easterly line of Doane Trail; thence North on the Easterly line 146.85 feet; thence Northerly on a curve radius 2829.9 feet, central angle 10 degrees 02 minutes, 495.75 feet; thence North 89 degrees 00 minutes 00 seconds East 85.33 feet; thence South on a curve radius 2814.93 feet, central angle 12 degrees 31 minutes 00 seconds 637.33 feet; thence North 89 degrees 46 minutes 00 seconds East 198.5 feet; thence Southwesterly on a curve concave to the Southeast radius 1382.69 feet, central angle 12 degrees 29 minutes 00 seconds, 301.26 feet to the Easterly right of way line of Doane Trail; thence Northwesterly along the Easterly right of way line 275.38 feet to the point of beginning.

### Abstract Property

#### Parcel 4:

A strip of land being part of the former Chicago Rock Island & Pacific Railroad being varying widths located in the Northwest Quarter of Section 2, Township 27, Range 22, Dakota County, Minnesota, the center line of the strip being described as follows: Beginning at the intersection of the North line of Section 2 and the centerline of the main line of the Chicago Rock Island & Pacific Railroad; thence Southerly along the centerline of the main line to a point 715 feet Southerly from the North line of Section 2 and there terminating, except any part thereof lying within the following described parcel: Beginning at the intersection of the North line of Section 2 and a line lying 75 feet East of and parallel to the Easterly right of way line of the Chicago Northwestern Railroad; thence South 19 degrees 23 minutes 35 seconds East 413.89 feet; thence South on a tangential curve 66.11 feet; thence South 04 degrees 00 minutes 00 seconds West 93.05 feet; thence North 19 degrees 23 minutes 49 seconds West 578.76 feet to the North line of Section 2; thence East 40.01 feet to the point of beginning.

### Abstract Property

#### Parcel 5:

A strip of land being part of the former Chicago Rock Island & Pacific Railroad being varying widths located in Sections 11, 14, 23, 22, and 27, all in Township 27, Range 22, Dakota County, Minnesota, the center line of the strip being described as follows: Beginning at the intersection of the center line of the main line of the Chicago Rock Island & Pacific Railroad and the North line of the South Half of the Northwest Quarter of Section 11; thence Southerly along the centerline of the main line running through Sections 11, 14, 23, 22 and 27 to the South line of Section 27 and there terminating.

### Abstract Property

## ITEM 11 – TITLE OPINION

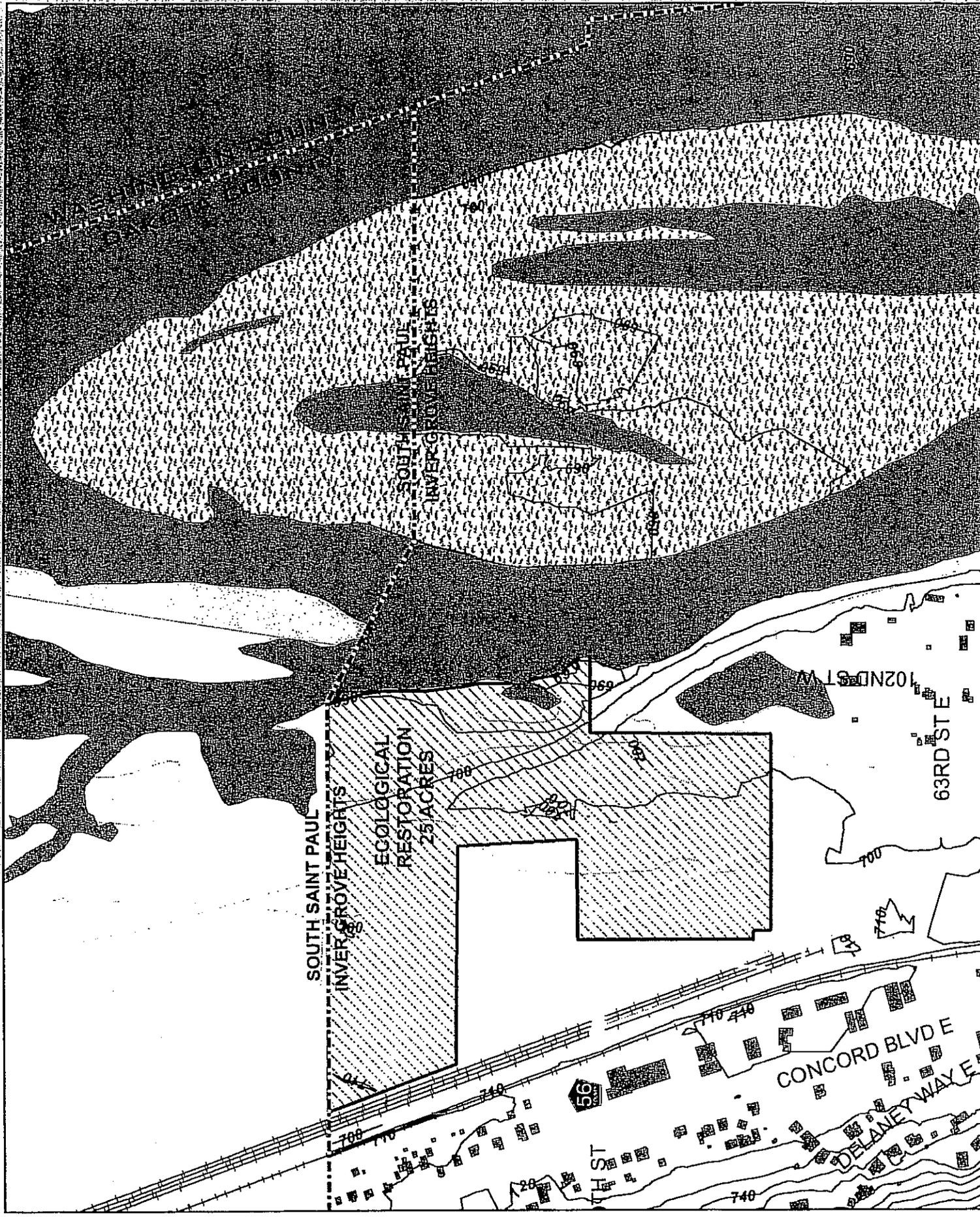
### EXHIBIT “B”

1. Easement for Electric Lines and Supporting structures now owned by Northern States Power Company recorded as document no. 603929.
2. Reversion in favor of the State of Minnesota if the property is not used as a city park contained in Conveyance of Forfeited Lands recorded as document no. 2129054. (Parcels 1, 2 and 3)
3. Reversion in favor of the State of Minnesota if the property is not used as park or contained in Conveyance of Forfeited Lands recorded as document no. 2284928. (Parcels 4 and 5)
4. Restriction that the property is not eligible for enrollment in a State funded program providing compensation for conservation of marginal land or wetlands as reserved in Conveyance of Forfeited Lands recorded as document no. 2284928.
5. Minerals and mineral rights are reserved by the State of Minnesota.

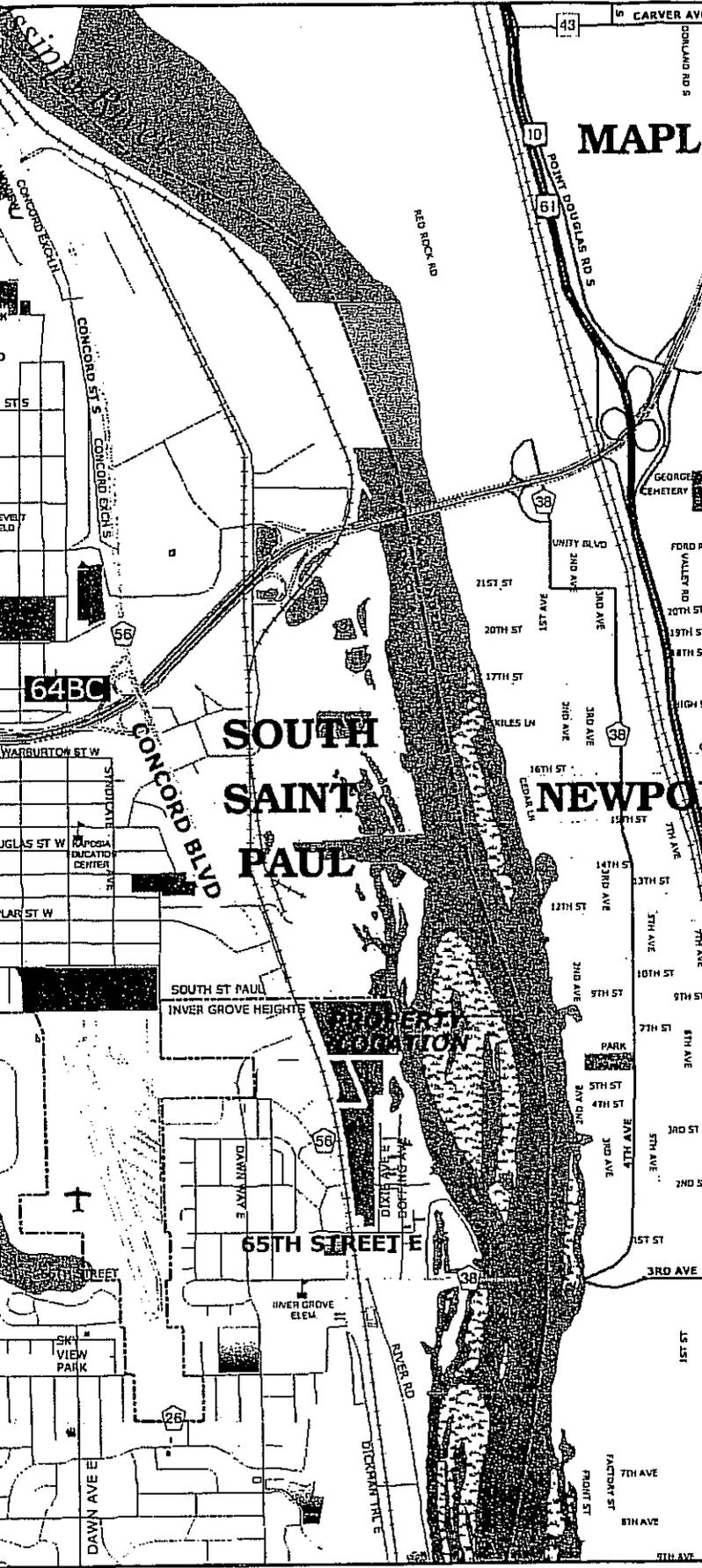
SOUTH SAINT PAUL  
INVER GROVE HEIGHTS

ECOLOGICAL  
RESTORATION  
25 ACRES

SOUTH SAINT PAUL  
INVER GROVE HEIGHTS

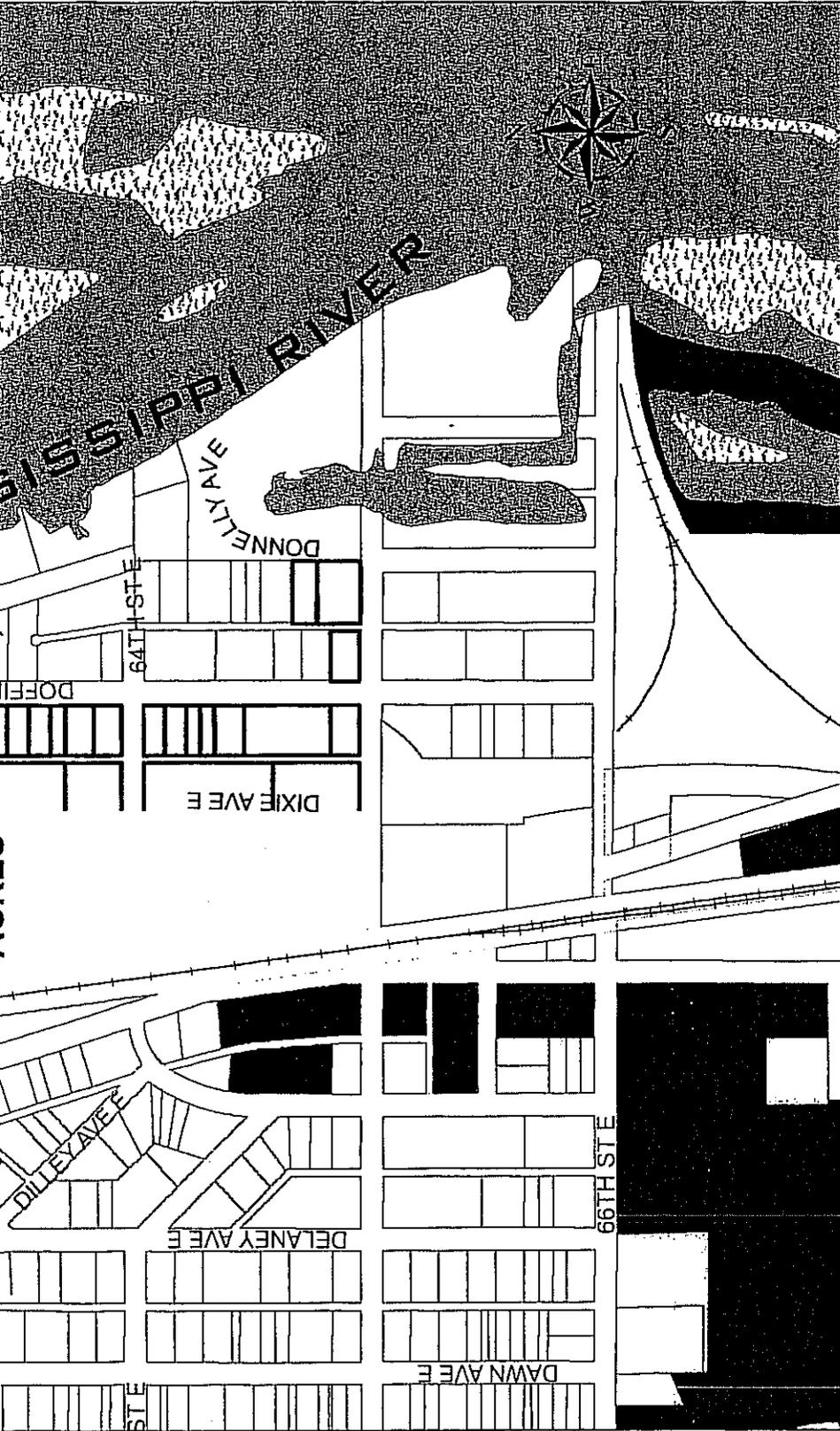


# ITEM 13



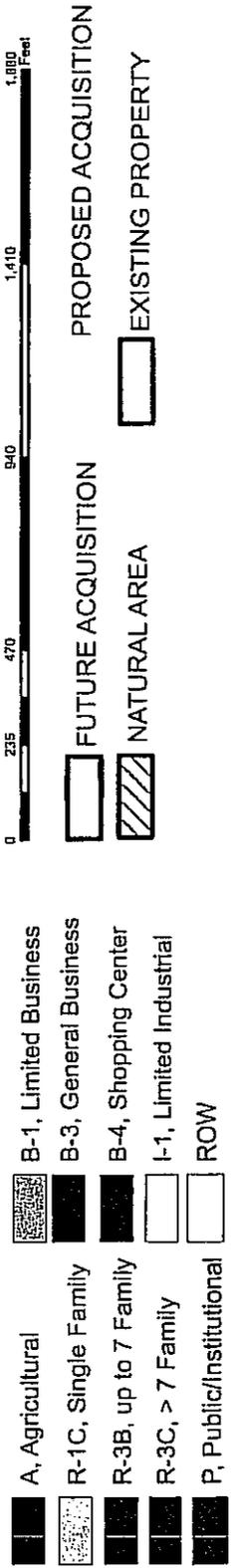
## Driving Directions

Follow Interstate 494 to the intersection with Concord Boulevard, exit 64BC. Take the exit for south Concord Boulevard. Drive south to the intersection with 65th Street E. Turn left onto 65th Street E. The park property is on the left.



ITEM 14

### Inver Grove Heights Heritage Village Park on the Mississippi River Habitat Restoration

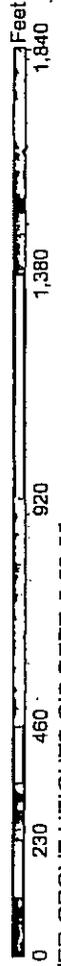


PREPARED BY THE CITY OF INVER GROVE HEIGHTS GIS DEPT. 3-22-05



ITEM 15

### Inver Grove Heights Heritage Village Park on the Mississippi River Habitat Restoration



## **ITEM 15—NATURAL AREA PLAN**

An Ecological Management Plan for Heritage Village Park is being prepared by the Friends of the Mississippi River in coordination with the Minnesota Environmental Initiative and the City of Inver Grove Heights. The plan will be completed by the end of June 2005.

**ATTACHMENT A:** Heritage Village Park on the Mississippi Master Plan adopted 9/04

**ATTACHMENT B:** Soil Contamination Map

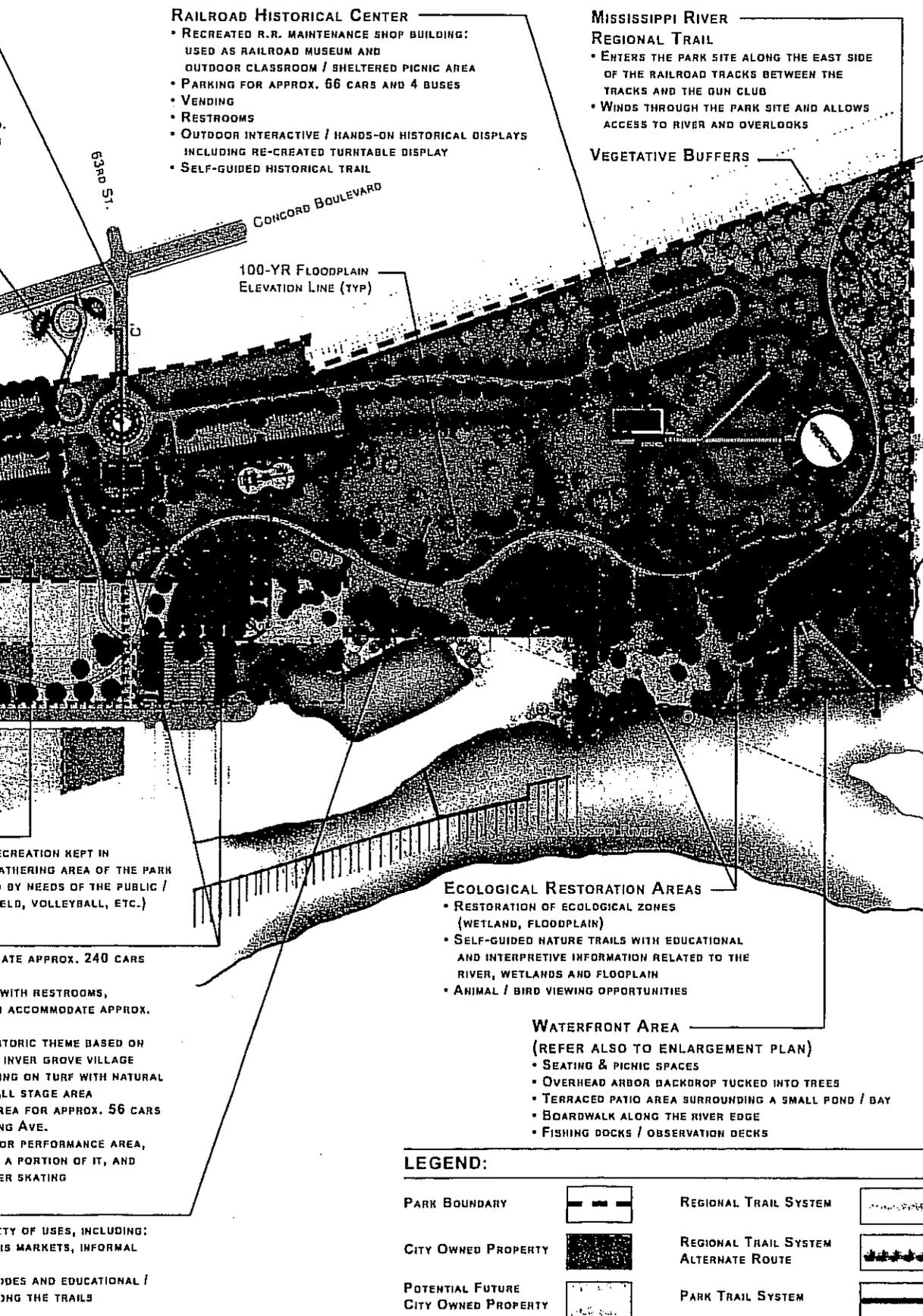
**ATTACHMENT C:** National Wetlands Inventory Map

**ATTACHMENT D:** Dakota County Greenway Corridor Map

# THE MISSISSIPPI MASTER PLAN

## PLANNING FOR LIGHTS PARKS & RECREATION

ATTACHMENT A  
Remediation Fund Grant Program - IGH Application 3/05

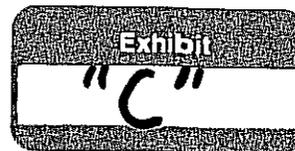








**STATE OF MINNESOTA**  
Remediation Fund Grant Agreement  
Heritage Village Park  
RM06-008



**State Accounting Information:**

Agency: R29	Fiscal Year: 2006	Vendor Number: 036797001 00
Total Amount of Agreement: <b>\$180,000</b>		Amount of Agreement First FY: <b>\$180,000</b>

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Commodity Code:	Commodity Code:	Commodity Code:
Object Code: 5B00	Object Code:	Object Code:
Fund: 331	Fund:	Fund:
Appr: 030	Appr:	Appr:
Org/Sub. E760	Org/Sub.	Org/Sub.
Activity:	Activity:	Activity:
Project:	Project:	Project:
Rpt. Cat.	Rpt. Cat.	Rpt. Cat.
Amount: \$180,000.00	Amount:	Amount:

Begin Date: September 4, 2005  
End Date: December 31, 2007

**Grantee Name and Address for filing and payment purposes:**

*Ms. Mary Bisek  
Director of Parks and Recreation  
City of Inver  
8055 Barbara Avenue  
Inver Grove Heights, MN 55077*

**REMEDATION FUND  
GRANT AGREEMENT  
RM06-008**

This grant agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, ("State") and a local government unit, City of Inver Grove Heights, 8055 Barbara Avenue, Inver Grove Heights, MN 50777 ("Grantee").

**Recitals**

1. Under Minn. Stat. § 84.026 the State is empowered to enter into this grant.
2. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State.

**Grant Agreement**

**1. Term of Grant Agreement**

This Grant shall perform the activities outlined in the approved project scope during the period from September 4, 2005, and shall remain in effect until December 31, 2007, or until all obligations set forth in this Grant Agreement have been satisfactorily fulfilled, whichever occurs first. No Grant reimbursements will be made until or upon the date that the final required signature is obtained by the STATE, pursuant to Minn. Stat. § 16C.05, subd. 2, whichever occurs later.

**2. Grantee's Duties**

The Grantee shall perform the work described in Attachment A which is incorporated by reference and made a part of this agreement.

**3. Time**

The Grantee must comply with all the time requirements described in this grant agreement.

**4. Consideration and Payment**

**4.1 Consideration.** The State will reimburse the Grantee under this grant agreement as follows:

**4.1.1 Reimbursement.** The Grantee will be reimbursed according to the breakdown of costs contained in Attachment A, which is attached and incorporated into this grant agreement.

**4.1.2 Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed \$ 180,000.00.

**4.2 Matching Requirements** The total cost of the project is \$180,000.00 and the Grantee will provide matching funds totaling \$180,000.00 from non-state sources.

**4.3 Payment**

**4.3.1 Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted, on or before June 30, 2008. Invoices must include copies of appropriate documentation to prove the work has been completed.

## 5. Conditions of Payment

All services provided by the Grantee under this grant agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

## 6. Authorized Representative

The State's Authorized Representative is Audrey Mularie, Grants Manager, (651) 259-5549, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Mary Bisek, Director of Parks and Recreation, 8055 Barbara Avenue, Inver Grove Heights, MN 50777, 320-650-3170. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

## 7. Assignment, Amendments, Waiver, and Grant agreement Complete

**7.1 Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant agreement, or their successors in office.

**7.2 Amendments.** Any amendment to this grant 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 grant agreement, or their successors in office.

**7.3 Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or its right to enforce it.

**7.4 Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

## 8. Liability and Insurance

### 8.1 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant agreement.

## 9. State Audits

Under Minn. Stat. 16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this grant agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement.

## 10. Government Data Practices and Intellectual Property

**10.1 Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released.

## 11. Workers' Compensation

The Grantee certifies that it is in compliance with Minn. Stat. §176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

## 12. Publicity and Endorsement

**12.1 Publicity.** Any publicity regarding the subject matter of this grant agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. A copy of any publicity shall be furnished to the State's Authorized Representative upon its release. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement.

**12.2 Endorsement.** The Grantee must not claim that the State endorses its products or services.

**12.3 Acknowledgement.** The grantee must acknowledge the Remediation Fund Grant Program the Minnesota Department of Natural Resources in any publicity or publication developed for the grant agreement.

## 13. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 14. Termination by the State

The State may cancel this grant agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

## 15. Data Disclosure

Under Minn. Stat. 270.66, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

## 16. Land Retention Requirements

**16.1 Conversion of use** It is the intention of the State that the property acquired and/or restored under this agreement shall exist in the Grantee's ownership and be maintained and managed consistent with the purpose and type of property to properly protect the natural and/or scenic resources in perpetuity. The Grantee shall not at any time convert any property acquired or developed pursuant to this agreement to uses other than the permitted uses specified in this agreement without the prior written approval of the State.

The State will consider a conversion request only after the following pre-requisites have been met:

**16.1.1** All practical alternatives to the conversion have been evaluated and rejected on a sound basis;

**16.1.2** The Grantee has agreed to replace the converted lands with other lands of at least equal fair market value and reasonably equivalent natural and or scenic resources as determined by the State.

The State shall have the authority to approve or disapprove conversion requests.

## 16.2 Deed Restriction

The Grantee shall have the following condition recorded with the deed of the property acquired with funds from the Remediation Fund Grant Program as it was described in this agreement and submit an attested copy of the deed and the condition to the State:

In order to comply with the Department of Natural Resources Remediation Fund Grant Program Agreement Number RM06-008 the City of Inver Grove Heights does hereby impose the following restrictions on the property:

1. The property shall be managed and maintained consistent with the purpose and type of property acquired using appropriate management and protection practices to protect the natural resources.

2. The Grantee shall not at any time convert any portion of the acquired property to uses other than permitted in this Agreement without the prior written approval of the State.

3. This interest in real property shall be administered in accordance with the terms, conditions, and purposes of the grant agreement controlling the acquisition of the property. The interest in real property, or any portion of the interest in real property, shall not be sold, transferred,

pledged, or otherwise disposed of or further encumbered without obtaining the prior written approval of the Commissioner of Natural Resources. If the holder of the interest in real property fails to comply with the terms and condition of the grant agreement, ownership of the interest in real property shall transfer to this state.

#### **17. Resource Management and Protection**

The Grantee shall protect, manage and maintain, or cause to maintain, the property acquired pursuant to this Agreement. Properties shall be kept reasonably safe for public use, if applicable. All state and federal accessibility laws, regulations and standards shall be adhered to. Vegetation management and similar safeguards and supervision shall be provided to the extent feasible. Failure to adequately manage, maintain and properly protect the resources and property acquired through this Agreement may result in the withholding by the State of any current or future payments to the Grantee related to this or any other Remediation Fund projects and may result in ineligibility of the Grantee to receive future Remediation Fund grants.

The Grantee shall keep the facility open to the general public at reasonable hours and at times of the year consistent with the purpose and type of use of the property and appropriate management and protection of natural resources.

#### **18. Native Plant Species**

Vegetation planted must be native to Minnesota and preferably of the local ecotype unless the project approved by the State expressly allows the planting of species that are not native to Minnesota.

#### **19. Inspections**

The State's authorized representatives shall be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this Agreement, including a final inspection upon project completion.

Following closure of the project, the State's authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained and that no conversion of use has occurred.

#### **20. Other Provisions**

A copy of this agreement and all incorporated elements shall be permanently maintained on file by the Grantee.

**1. STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minn. Stat. " 16A.15 and 16C.05.

Signed: Sandra Guelb  
Date: 10/6/05

**3: STATE AGENCY: Natural Resources**

By: Jui Greenwood  
(with delegated authority)  
Title: Acting Administrator  
Date: 11-02-05

CFMS Grant agreement No. A82073

**2. GRANTEE: City of Inver Grove Heights**

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: George Townelle  
Title: MAYOR

Date: October 24, 2005

By: Catherine Lago  
Title: CITY CLERK

Date: October 24, 2005

Distribution:  
Agency  
Grantee  
State's Authorized Rep. - Photo Copy

**Attachment A  
Project Budget**

Recipient: City of Inver Grove Heights  
Grant: RM06-008 Heritage Village Park  
Grant Amount: \$180,000

**Project Description:**

Develop Implementation Plan for the Park Ecological Management Plan; Verify property lines by survey and install protective fencing and signage; Restore approximately 11 acres of floodplain forest and 14 acres of prairie.

**Notes / Conditions:**

<u>Project Components</u>	<u>Estimated Total Cost</u>
Survey, fencing and signage	\$41,000
Prairie site preparation	\$91,000
Prairie restoration (Native Species)	\$42,000
Floodplain - exotics removal	\$6,000
<hr/>	
Total Cost	\$180,000

## CITY OF INVER GROVE HEIGHTS

### ADMINISTRATIVE ORGANIZATION DATA

**Title:** Station Captain  
**Department:** Fire Department  
**Reporting To:** District Fire Chief  
**Number of Incumbents:** Two (2)

### NATURE OF WORK

To assist the District Fire Chief in supervising the station staff and managing assigned functions through subordinate Officers and Firefighters.

This position is responsible for assisting the District Chief in planning, implementation, maintenance, and evaluation of programs, along with the development of personnel within the station. These duties also include administration, operations, training, prevention, response and mitigation of emergencies.

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### FUNCTIONAL INFORMATION

#### Essential Functions:

##### **Supervises Company Lieutenants and Firefighters.**

- Delegates appropriate duties, responsibilities, and authority to subordinate officers and firefighters
- Monitors performance of station personnel to ensure departmental goals, objectives, and mission are being met efficiently and effectively.
- Evaluates performance of station personnel, reviews the performance evaluations conducted by subordinate officers, and takes appropriate corrective actions to ensure station personnel performance meets the goals, objectives, and mission.
- Supervises the company officers and Firefighters, ensuring efficient, effective, professional, and safe emergency operations are conducted on all emergency scenes.
- Serves as a mentor to company officers and firefighters by being a role model and ensuring the professional development of staff.
- Participates in recruitment and retention efforts to ensure the department hires and retains quality personnel.

##### **Establishes, maintains, and supervises a command of small and large scale emergency operations.**

- Makes or supervises command level decisions at emergency scenes.
- Being capable and qualified to assume any role within the department's incident management system.
- Being on-call for specified periods of time to ensure command presence in the City.

##### **Assists District Fire Chief with the technical operations of the Fire Department.**

- Assists District Fire Chief with the preparation and administration of the budget, both operating and capital.
- Provides station representation on committee and task force assignments, assisting with development, implementation, and evaluation of effective action plans that meet the goals and objectives of the department.
- Assists District Fire Chief with recommendations on and the completion of maintenance of station equipment, apparatus and facilities.

**Works with District Fire Chief to develop priorities for new and existing activities of the Station and Fire Department.**

- Recommends and implements short-term and long-term strategic goals and objectives for station operations.
- Monitors station and personnel performance and recommends programs and/or policies to improve efficiency and effectiveness of station operations.
- Works with all Officers to ensure station operations are developed and enforced consistently within and each station.

**Represents the Department in a manner that conveys a positive image of the Fire Department fosters cooperation and support.**

- Prepares and reviews station correspondence, reports, and records and takes appropriate action to ensure quality customer service standards are maintained.
- Attends and participates in staff meetings, work sessions, training sessions, and other meetings as requested by the District Fire Chief.
- In conjunction with the Training Officer, coordinates efforts of station officers and firefighters with the design and implementation of training programs.
- Working with the District Chief, Fire Marshal and Training Officer, assists with coordination of firefighters for Fire Prevention activities.

**Assumes additional accountabilities as assigned.**

**Non-Essential Functions:**

None

**ENVIRONMENT**

- Must work days/evenings/weekends as demands of the position require.
- Fifty to ninety percent of work time is spent outside a building and exposed to the sun, wind, rain, or snow, as fire fighter/officer at scenes and during training.
- Must tolerate frequent extreme fluctuations of temperature. Environment outside building may be -15° to 100 degrees F, but inside may be doing heavy work in hot buildings (up to 1000°F) while wearing equipment that significantly impairs body-cooling systems.
- Frequently required to perform work from aerial ladders, scaffolding, roofs or other elevations over 12 feet from the ground as well as work in confined spaces or cramped body positions (e.g., attics, cars, under houses, closets).
- Frequent exposure to high noise levels, vibration when riding in trucks, burn injuries caused by heat, fire, chemicals or electricity, noxious odors, infectious agents, and toxic substances

**WORKER REQUIREMENTS**

Essential and other important responsibilities and duties require maintaining physical condition necessary for standing and sitting for prolonged periods of time; manual dexterity; adequate hearing, vision, and speech; may be required to operate assigned vehicle.

## **QUALIFICATIONS**

- Valid, unrestricted Minnesota Drivers License.
- High School Diploma or equivalent.
- Five years experience with the IGH FD.
- Two years supervisory experience.
- A minimum of two fire operations related technical college level classes above basic Firefighter requirements.
- Additional fire service coursework in Incident Command.
- Knowledge of modern fire suppression, protection and prevention.
- Proven ability to communicate effectively both oral and in written format.
- MN state certified Firefighter II
- Meets or exceeds NFPA standards for Fire Officer 1.

**Date:** 7.3.08

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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**CONSIDER AUTHORIZING RECRUITMENT AND SELECTION OF STREET MAINTENANCE SUPERINTENDENT**

Meeting Date: July 14, 2008  
Item Type: Consent  
Contact: JTeppen, Asst. City Admin.  
Prepared by:  
Reviewed by:

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

**PURPOSE/ACTION REQUESTED** Consider authorizing recruitment and selection of Street Maintenance Superintendent.

**SUMMARY** With the retirement of Neil Miller, Street Superintendent staff seeks Councils approval to recruit and select for the position. Attached is a copy of the job description.

## CITY OF INVER GROVE HEIGHTS

### ADMINISTRATIVE ORGANIZATION DATA

**Title:** Street Maintenance Superintendent

**Department:** Public Works

**Reporting To:** Public Works Director

**Guidance Provided/**

**Autonomy:** The responsibilities and accountabilities of this position are performed with wide latitude for independent judgment and initiative under the supervision of the Public Works Director.

### SCOPE

**Number of Subordinates:** Nine (9)

**Number of Incumbents:** One (1)

### NATURE OF WORK

This is a highly responsible and key administrative position involving responsibility for the management and direction of the Public Works Street Maintenance and Central Equipment Divisions.

### FUNCTIONAL INFORMATION

**Essential Functions:**

1. Direct, supervise and maintain the Public Works Street Maintenance and Central Equipment Divisions with sound business practices and procedures, and in accordance with an approved performance objectives plan.
2. Establish appropriate administrative and internal procedures to effectively manage the operations of the Street Maintenance and Central Equipment Divisions.
3. Develop and submit reports to assist the Public Works Director in evaluating the operational effectiveness of the division.
4. Supervise and motivate all personnel in the divisions to effectively carry out their responsibilities to ensure the efficient delivery of municipal services to the divisions, customers and the community.
5. Responsible for the ongoing maintenance and repair of all public streets, storm water drainage facilities, equipment and public buildings. Excluded are park and recreational facilities and Inver Wood Golf Course.
6. Train and utilize personnel within the divisions, specifically to include establishing and evaluating individual employee performance.

7. Maintain records to assist in the evaluation of equipment and facility maintenance effectiveness, and to facilitate the orderly replacement of equipment and other capital assets.
8. Develop and maintain positive and effective relationship with customers and others.
9. Effectively follows all administrative performance standards established for key management personnel.
10. Responsible for compliance with O.S.H.A., AWAIR, Right to Know legislation, and other ongoing operational rules and regulations.

**Non-Essential Functions:**

None

**ENVIRONMENT**

The work environment characteristics described herein are representative of those an employee encounters while performing the essential functions of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

**Primary:** The majority of time is spent outdoors with exposure to weather extremes. A variety of equipment will provide noise exceeding 90 decibels.

**Secondary:** General office setting.

**WORKER REQUIREMENTS**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Skills Involved:**

- Knowledge of street and storm sewer maintenance procedures, knowledge of equipment and equipment maintenance, and knowledge of maintenance operations of public buildings.
- Ability to plan, schedule, supervise, review and evaluate the work of subordinate employees.
- Ability to work effectively with individuals and groups of citizens.
- Ability to communicate effectively, both orally and in writing.
- Ability to coordinate work with other City departments and personnel.

**Schedules and**

**Other Conditions:** Eight hours per day, Monday through Friday. Frequently required additional hours including nights and weekends.

**Physical Demands:** The incumbent in this position must be able to work in all kinds of weather from very hot to very cold, must be able to walk and climb, sit in a vehicle or at a desk for periods of time. Must be able to see, hear, talk, drive, stoop, kneel, crouch, handle objects, lift and carry 75-100 pounds, bend, push, pull, use hand and foot coordination, perform near activity, and have depth perception.

**Mental Abilities:** Must have a general learning ability, including the ability to understand meanings of words and ideas associated with them and use them effectively, the ability to perform arithmetic operations quickly and accurately, and the ability to perceive pertinent detail in verbal and tabular matter.

**Training Time Estimate:** Twelve months

**Qualifications:**

1. High school diploma, or equivalent.
2. Possession of, or ability to obtain prior to employment, a Minnesota Class "B" Driver's License.
3. Possession of, or ability to obtain within six months of employment, a Minnesota Class "A" Driver's License.
4. Seven (7) years experience in the field of local government public works maintenance.
5. Experience in operating and maintaining a fleet of equipment.
6. Formal training in supervision.

**Desirable Qualifications:**

1. B.A. degree in related field
2. Ten (10) years experience in the field of Public Works maintenance with at least five (5) years in a supervisory capacity.
3. Formal training in the maintenance of equipment.

**Date:** May 5, 1997  
**Date Reviewed:** June 1999  
**Updated:** September, 2004  
**Updated:** July, 2008

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**CONSIDER AUTHORIZING RECRUITMENT AND SELECTION FOR MANAGER OF ARENA AND BUILDING MAINTENANCE OPERATIONS**

Meeting Date: July 14, 2008  
Item Type: Consent  
Contact: JTeppen, Asst. City Admin  
Prepared by:  
Reviewed by:

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

**PURPOSE/ACTION REQUESTED** Consider authorizing staff to recruit and select for the Manager of Arena and Building Maintenance Operations position.

**SUMMARY** With the recent resignation of Adam Brotzler staff has evaluated the position formerly known as Community Center Superintendent. With feedback and insight from Ken Vraa acting as a consultant to the City for this purpose, the attached job description has been drafted.

Essentially the position remains much the same as it was when Adam occupied it. Minor adjustments have been made so that the focus of the position is more towards management rather than maintenance.

The staff sought Mr. Vraa’s expertise in this area due to his ongoing involvement within the field of Parks and Recreation, but also his recent work in recruiting for similar positions within our immediate area. These modifications to the job description combined with his knowledge of the available candidate pool leads us to believe that we will find a qualified candidate for this important position.

## CITY OF INVER GROVE HEIGHTS

### ADMINISTRATIVE ORGANIZATION DATA

**Title:** Manager of Arena and Building Maintenance Operations

**Department:** Park and Recreation – Community Center Division

**Reporting To:** Park & Recreation Director

**Guidance Provided/**

**Autonomy:** Work is performed under the general supervision of the Park & Recreation Director.

### SCOPE

**Number of Subordinates:** Six (6)

**Number of Incumbents:** One (1)

### NATURE OF WORK

This is a supervisory position responsible for the overall ice sales and revenue generation of the arena including ongoing maintenance and custodial care of the Veterans Memorial Community Center. Incumbent is responsible and accountable to perform independent judgment and take initiative under the general supervision of the Parks & Recreation Director.

### FUNCTIONAL INFORMATION

**Essential Functions:**

- 1) Develops and sustains an effective and productive operational year-round work plan for the division.
  - a) Develops and maintains strong relationships with current and potential users and schedules the ice arena to maximize revenues and community use of the ice sheets.
  - b) Demonstrates the ability to develop routine and complex work plans that lead to the efficient and effective utilization of financial, capital, and human resources.
  - c) Utilizes city staff, vendors, and contractors maximizing the resources available.
  - d) Formulates plans and specifications for projects and monitors projects to ensure the City receives projects that are high quality within approved budgets and completed on time.
- 2) Directs division staff in the maintenance and cleaning of the VMCC.
  - a) Establish administrative and internal procedures and plans for daily and long term maintenance needs of the division.
  - b) Motivates and ensures job performance standards are met through proper mentoring and coaching of division staff to ensure staff can contribute value-added results.
  - c) Provides appropriate and adequate training opportunities to division staff that leads to productivity and a safe work environment.

- d) Develops a culture within the division that re-enforces positive values and accountability to job responsibilities.
- e) Responsible for recruitment efforts and supervision of division staff, contractors, and vendors.
- 3) Develops policies and procedures for the efficient and effective provision of division services.
  - a) Maintains records and develops plans for the division that includes projects that maintain and improve VMCC in a timely well thought out fashion.
  - b) Follows established procedures for securing materials, equipment and supplies
- 4) Prepares overall division operational and capital budgets.
  - a) Develops budgets that are designed to protect the city's investment in equipment and infrastructure making sure the city maximizes the useful life of each item.
  - b) Monitors revenue and expense budgets ensuring budgeted amounts are met.
- 5) Assumes additional accountabilities as assigned.

**Non-Essential Functions:**

None

**ENVIRONMENT**

The work environment characteristics described herein are representative of those an employee encounters while performing the essential functions of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

**20%:** The employee is frequently exposed to wet and/or humid conditions. The indoor pool area temperature is maintained at 87 degrees Fahrenheit with 40-60% humidity. The Pool office is maintained to regular office standards. The employee will frequently be exposed to fumes normal and typical of a pool environment (Chlorine and other), airborne particles, toxic or caustic chemicals and risk of electrical shock. Will be required to work for periods of time in a chilled environment alternating with a warm environment.

**80%:** General office setting

**WORKER REQUIREMENTS**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Skills Involved:**

- Developing and maintaining a thorough working knowledge of all department and City-wide policies, protocols and procedures that apply to the performance of this position.
- Demonstrating by personal example the service excellence and integrity expected from all employees.

- Establishes him\herself as a leader in the arena management industry through creative ice programming and effective maintenance leadership.
- Developing respectful and cooperative working relationships with co-workers, including willing assistance to newer employees so that their job responsibilities can be performed with confidence as quickly as possible.
- Conferring regularly with and keeping one's immediate supervisor informed on all important matters pertaining to assigned job accountabilities.
- Representing the City in a professional manner to all outside contacts when doing the City's business and also with the general public.
- Working knowledge of PC-based computers including a basic understanding of networks, hardware and software typically used in office environments and community centers.
- Ability to communicate effectively, both orally and in writing.
- Ability to schedule, assign and supervise full-time, part-time and/or temporary personnel.
- Ability to work cooperatively and establish good relations with co-workers, facility user groups, and the public at large.

**Schedules and**

**Other Conditions:** Work includes day, evening, and weekend hours as the demands of the position require.

**Physical Demands:** The incumbent in this position must be able to see, hear, talk, use hands and fingers, climb, balance, stoop, kneel, crouch and crawl. Must be able to work in a cooled environment for periods of time, then work in a heated environment. Must be able to carry or lift up to 60 pounds.

**Mental Abilities:** Must have a general learning ability, including the ability to understand meanings of words and ideas associated with them and use them effectively, the ability to perform arithmetic operations quickly and accurately, and the ability to perceive pertinent detail in verbal and tabular matter.

**Training Time**

**Estimate:** Twelve months

**Qualifications:**

***Any combination of experience that would likely provide the required knowledge is qualifying.***

Bachelor's Degree in Park and Recreation, Business, or closely related field.

4 years experience of facility management/maintenance working around arenas and/or pools

2 years supervisory experience

Valid, unrestricted Minnesota Drivers License, or ability to obtain prior to employment

**Desirable Qualifications:**

Formal training or education in HVAC, boilers, commercial refrigeration from technical college or trade school

1<sup>st</sup> Class C Boilers License, CPO or AFO License

4 years supervisory experience

**Date:** June, 2002  
**Update:** September, 2004  
**Update:** July 2008

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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**PERSONNEL ACTIONS**

Meeting Date: July 14, 2008  
Item Type: Consent  
Contact: Jenelle Teppen, Asst. City Admin  
Prepared by: Amy Brinkman, H.R. Coordinator  
Reviewed by: n/a

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

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

Please confirm the seasonal/temporary employment of: Megan Mollison, and Matt Sheldon.

Please confirm the employment of Eric Bergum as Paid On-Call Deputy Fire Chief.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

PUBLIC HEARING TO CONSIDER MODIFICATION TO THE CAPITAL IMPROVEMENT PLAN RELATING TO THE EXPANSION AND RENOVATION OF THE PUBLIC SAFETY AND MUNICIPAL FACILITY AND TO CONSIDER GIVING PRELIMINARY APPROVAL TO ISSUE CAPITAL IMPROVEMENT PLAN BONDS IN AN AMOUNT NOT TO EXCEED \$25,000,000

Meeting Date: July 14, 2008  
 Item Type: Public Hearing  
 Contact: JTeppen, Asst. City Admin  
 Prepared by:  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED** The Council is to hold a Public Hearing to consider a modification to the Capital Improvement Plan and on the intention to issue CIP Bonds in an amount not to exceed \$25,000,000.

**SUMMARY** Staff will give a brief verbal report at the meeting on the various activities that have occurred in the past several months that have led to this public hearing. Briefly those activities include:

- Space needs analysis completed in 2005
- Task force appointed to review space needs analysis and make a recommendation to the City Council
- Task Force recommendation to proceed with Schematic Design on Public Safety Addition/City Hall Renovation
- Schematic Design completed
- Newsletter to all residents inviting them to Public Open Houses
- Task Force recommendation to proceed with expansion and renovation project (project details in attached Schematic Design Project Budget with selected sustainability options)
- After reviewing possible financing options, Council directs Staff to proceed with the requirements set forth in Minnesota Statutes 475.521 related to the issuance of Capital Improvement Bonds to finance the proposed project
- Notice of Public Hearing published on June 29 and July 6, 2008

The items before the Council at this point are twofold; review the attached Capital Improvement Plan and consider giving preliminary approval to issue Capital Improvement Bonds in an amount not to exceed \$25,000,000. The Council may choose to give preliminary approval to issue bonds at an amount less than \$25,000,000.

At this point the cost of the project is estimated to be \$19,384,684 which includes project contingencies. This amount is slightly higher than the Council last saw. When talking through the project and process with the City Attorney, Ehlers and Associates and Bond Counsel, we added the 2 green roofs to the project. While the green roofs were not included in the Task Force’s recommendation, there didn’t seem to be clear direction from the Council during their discussion, so we’ve added them. They can be removed from the project now for a full reduction of that cost, or we can work through design and even preparation of construction documents with them included and exclude them – or any other item – at any time prior to bidding.

The project cost is in 2008 construction dollars. We will likely begin construction in the Spring of 2009. The State of Minnesota currently projects construction inflation at 6.2%. Because this is a two phase project with at least 18 months of construction, costs will increase accordingly.

Project Manager fees and expenses are an additional expense. The City is also responsible for additional expenses not provided for in either the Architect's agreement or the Project Manager's agreement. These include a contract for telecommunications/data design and installation, and any surveying that may be required. Those costs are not known at this point.

While the projects scope and cost will be reduced as we work through design, for purposes of the public hearing Monday, staff recommends the Council consider giving preliminary approval to issue bonds up to \$25,000,000 per the attached Resolution. The actual bonds won't be issued until the project is bid – and likely some construction might have begun by the time bonds are issued. Tax impacts to property owners would not be reflected on property tax statements until 2010.

**2008 through 2013**

**Modification to the**

**Five-Year Capital Improvement Plan for the**

**City of Inver Grove Heights, Minnesota**

**Relating to the Expansion and Renovation of the Public Safety and Municipal  
Facility**

June, 2008

Prepared by:

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

and

Ehlers & Associates, Inc.  
3060 Centre Pointe Drive  
Roseville, MN 55113



**EHLERS**  
& ASSOCIATES INC

**Modification to the Five-Year Capital Improvement Plan for the  
City of Inver Grove Heights, Minnesota  
Relating to the Expansion and Renovation of the Public Safety and  
Municipal Facility**

**2008 through 2013**

**I. INTRODUCTION**

In 2003, the Minnesota State Legislature adopted a statute that generally exempts municipal bonds issued under a capital improvement plan from the referendum requirements for general obligation bonds usually required for city halls, public works, and public safety facilities. The 2005 Legislature added towns to the meaning of a municipality and town halls and libraries to the meaning of a capital improvement.

**II. PURPOSE**

A capital improvement is a major expenditure of municipal funds for the acquisition or betterment to public lands, buildings, or other improvements used as a city hall, town hall, library, public safety, or public works facility, which has a useful life of 5 years or more. For the purposes of Minnesota Statutes, Section 475.521, capital improvements do not include light rail transit or related activities, parks, road/bridges, administrative buildings other than city or town hall, or land for those facilities. The City of Inver Grove Heights, Minnesota (the “City”) has previously adopted a five year capital improvement plan for major expenditures, including future expansion to its public safety building and municipal facilities.

For a municipality to use its authority to finance expenditures under Section 475.521, it must meet the requirements provided therein. Specifically, the city council must adopt a 5-year capital improvement plan that meets certain statutory requirements, after holding a hearing on the plan. The council must also approve the sale of capital improvement bonds by a 3/5ths majority of its membership. In addition, it must hold a public hearing for public input regarding sale of the bonds. Notice of such hearing must be published in the official newspaper of the municipality at least 14, but not

more than 28 days prior to the date of the public hearing. In addition, the notice may be posted on the City's official web site.

The City is holding a hearing on June 23, 2008 to consider this Modification to the Capital Improvement Plan (the "Modification") and the issuance of up to \$25,000,000 of general obligations bonds (the "Bonds") for the construction of a new public safety and municipal facility. The Modification would apply to the five year period beginning June 23, 2008 and ending June 23, 2013.

The bonds must be approved by the voters only if the conditions for a "reverse referendum" are met. If a valid petition signed by voters equal to at least 5 percent of the votes cast in the city in the last general election requesting a vote on the issuance of bonds is received by the municipal clerk within 30 days after the public hearing (by July 23, 2008), then the Bonds may not be issued unless approved by the voters at an election.

The statute has established certain criteria that must be met. Under these criteria, the City has considered the following eight points:

1. Condition of the City's infrastructure and need for the project
2. Demand for the improvement
3. Cost of the improvement
4. Availability of public resources
5. Level of overlapping debt
6. Cost/benefits of alternative uses of funds
7. Operating costs of the proposed improvements
8. Options for shared facilities with other cities or local governments

The purpose of this Modification is to consider statutory criteria listed above as they relate to the proposed expansion and renovation of the public safety and municipal facility (the "Project").

### III. PROJECT SUMMARY

This Modification is intended to describe and analyze the need for the Project in accordance with Minnesota Statutes, Section 475.521. Nothing in this Modification otherwise affects the existing Capital Improvement Plan or the improvements to be constructed under that Plan.

Following is a summary of estimated Project expenditures funded from debt:

<b><u>2008 Expenditures</u></b>	<b>\$10,000,000</b>
<ul style="list-style-type: none"><li>• Site preparation</li><li>• Architectural and engineering work</li><li>• Begin construction of Public Safety expansion</li><li>• Site improvements</li><li>• Costs of issuance</li><li>• Capitalized interest</li></ul>	
<b><u>2009 Expenditures</u></b>	<b>\$10,000,000</b>
<ul style="list-style-type: none"><li>• Construction</li><li>• Furnishings and Equipment</li><li>• Capitalized interest</li></ul>	
<b><u>2010 Expenditures</u></b>	<b>\$ 5,000,000</b>
<ul style="list-style-type: none"><li>• Construction</li><li>• Furnishings and Equipment</li></ul>	
<b><u>2011 – 2013 Expenditure</u></b>	<b>\$0</b>
<ul style="list-style-type: none"><li>• None contemplated at this time</li></ul>	

The estimated total project cost in 2008 is \$18,000,000 to \$20,000,000. If the project is delayed to 2010 or later, the cost of construction may inflate, but is not expected to exceed \$25,000,000. The City may elect to use available cash to pay for a portion of the project, but reserves the option of issuing the Bonds in an amount sufficient to pay for 100% of project costs. To the extent the project is delayed, some of the project costs may be delayed into 2010 through 2013.

The City has analyzed the eight points required per statute for each project on an individual basis and as a whole. Their findings are as follows:

### **Conditions of City Infrastructure and Need for the Project**

The Public Safety and Municipal Facility, built to accommodate the needs of a community half the current size of Inver Grove Heights, has serious space problems and inefficiencies in both the Police Department and operations/administrative space. The need for the improvement is that the existing building is inadequate in size and is in need of significant repair. The public safety space lacks tempered evidence and vehicle storage, and cannot adequately house employees or computer equipment. In addition, there is a lack of private meeting space for interviews, long-term investigations, or victims and families to wait. The rest of the municipal facility also needs improvements, upgrading, remodeling and expansion to efficiently serve a growing community. Expansion and renovation of the existing facility on the current site is a cost effective way to achieve these needs.

### **Demand for Project**

In considering expansion of the public safety and municipal facility, the Council recognizes that Inver Grove Heights has almost doubled in size since the City Hall was built in 1982 – from more than 17,500 residents to about 33,358 residents today. The City’s population is expected to grow another 26 percent in the next 15 to 20 years, to a population of about 45,000. Since 1982, the number of housing units has increased by 135 percent, water and sewer connections each by about 180 percent, streets by 76 percent and police calls by 53 percent. The growth in population, homes, streets and infrastructure has resulted in expanded City functions and staff to keep up with the demand for services from residents and businesses.

The City has been aware of these acute needs for over five years, which led to the studies commissioned in 2003 and 2005. The need has only grown, and has begun to impact the ability of the police force and City staff to deliver services to our residents and businesses. The most pressing needs for additional operational and storage space are found in the Police Departments, Planning and Community Development, Inspections, Finance and Administration and Council Chambers.

### **Estimated Cost of the Project**

See Project Summary for details of all project costs.

### **Availability of Public Resources**

The City plans to utilize property taxes to pay the debt service on the bonds beginning in 2009.

### **Level of Overlapping Debt**

There are currently no overlapping CIP bonds. The increased level of debt is not expected to cause the City any financial stress or negatively impact the City's Aa3 bond rating from Moody's Investor Services. Copies of the rating agency reports are available upon request from the City Clerk.

### **Relative Costs and Benefits of Alternative Uses of the Funds**

The project will provide for a safer and more efficient work environment for City employees. It will also serve to lower police vehicle maintenance costs by allowing equipment to be maintained in a temperature controlled environment. After completing two facility studies, the City Council has determined that improved and expanded work and storage space is necessary to continue efficiently delivering services to the existing and future residents and businesses in the City. A Task Force studied over ten alternatives to address the space needs in the public safety and municipal facility.

Alternate uses of the funds would fall into three different categories: remodel and expand existing building; new construction for City or Police or both on the existing City site; or new construction for City or Police or both with purchase of additional property and relocation of one or both of the facilities.

The Task Force determined that the most affordable and best option was to utilize the existing building and the current site, keeping City functions consolidated at one site. Expansion and renovation of the current Police/City Hall building at the current site also eliminates more costly options requiring land purchase.

The proposed Project would expand the current Public Safety and Municipal building from 29,146 square feet to 62,620 square feet by adding a two-story Police addition on the west side and a City Council Chambers addition on the east side. The existing building space would also be remodeled.

This option provides the most benefit for the least cost by preserving the current building and site, and keeping the public safety and municipal facility together and centrally located within the City.

### **Operating Costs of the Proposed Improvements**

The operating cost of the new facility is unknown at this point. The new facility will be designed to achieve maximum savings through energy efficiencies. Nonetheless, it will be a larger facility and offer more temperature regulated storage and work space. Overall operating expenses are expected to be higher than the current facility.

### **Options for Shared Facilities with Other Cities or Local Government**

The public safety and municipal facility is in a campus setting next to the City's Veterans Memorial Community Center. The Community Center is already used by the police and fire departments for physical training, thereby eliminating the need to add training space to the proposed expansion. In addition, the school district leases space in the Community Center for their aquatic and hockey programs. The public safety facility expansion will contain workspace designed for running multi-jurisdictional investigations with law enforcement agencies from other cities and Dakota County.

## **IV. FINANCING THE CAPITAL IMPROVEMENT PLAN**

The total amount of requested general obligation debt to be financed under this Modification is a maximum of \$25 million. If these expenditures are to be funded, the annual debt service on that amount of money is anticipated to be generated through the tax levy.

The maximum amount of principal and interest to become due in any year on all the outstanding bonds issued under this section, including the bonds to be issued, will not equal or exceed 0.16 percent of the taxable market value of property in City. Currently, the taxable market value is \$3,526,745,200 and the maximum annual debt service amount under the statute for the City is over \$5,640,000.

Under this Modification, the City will secure up to \$25 million in general obligation capital improvement bonds in the year 2008 or 2009 to finance the facility. The bond issue is estimated to be repaid over a 25-year period with an annual debt service of less than 0.16% of the City's taxable market value maximum under this statutory authority. The expected debt service on all bonds issued under Section 475.521, including the proposed bonds, is within the statutory limits.

OWNER: City of Inver Grove Heights  
 PROJ: Public Safety Addition & City Hall Remodel  
 LOC.: Inver Grove Heights, Minnesota  
 TITLE: PRELIMINARY SCHEMATIC DESIGN PROJECT BUDGET



revised: 23 June -08  
 03-Apr-08

		41,820 NEW SQ FT	20,800 RENOVATED SQ FT
<b>SCHEMATIC DESIGN PROJECT BUDGET - SINGLE PHASE WITH SELECTED SUSTAINABILITY PRELIMINARY</b>		<b>TOTAL NEW / RENOVATED</b>	
		62,620	- AREA TO REMAIN
		<b>TOTAL SQ FT</b>	
Acres:	5.2		
Cost Per Acre	0		
DESCRIPTION	COST/ BUILDING	SUB TOTAL	
<b>ADMINISTRATION</b>		<b>\$121,500</b>	
LAND ACQUISITION	\$0		
LEGAL, FISCAL & ADMINISTRATIVE	\$5,000		
SOIL BORINGS	\$8,000		
SURVEY	\$4,500		
MOVING	\$104,000		
<b>CONSTRUCTION COSTS</b>		<b>\$14,134,801</b>	
PHASE I	\$7,358,764		
PHASE II	\$5,400,034		
ALT - 1 PUBLIC SAFETY STRUCTURE FOR EXPANSION	\$68,103		
ALT - 2 GREEN ROOF - PUBLIC SAFETY	\$388,785		
ALT - 3 GREEN ROOF - LOBBY	\$98,617		
ALT - 4 GEOTHERMAL HEATING/COOLING	\$548,776		
ALT - 5 BIKE COMMUNTER FACILITIES	\$13,290		
ALT - 6 PERVIOUS PAVING AT WEST PARKING	\$12,176		
ALT - 7 PERVIOUS PAVING AT EAST PARKING	\$42,556		
ALT - 10 HIGHER PERFORMANCE WINDOWS	\$69,476		
ALT - 11 UPGRADE TO WHITE TPO ROOF	\$33,146		
ALT - 12 BURNISHED BLOCK IN LIEU OF PAINTED	\$103,078		
ADDITIONAL SUSTAINABILITY OPTIONS - SEE BELOW			
ABATEMENT ALLOWANCE	\$0		
SHORING	\$0		
<b>FEES</b>		<b>\$1,372,084</b>	
SCHEMATIC DESIGN FEES	\$130,000		
A/E DESIGN AND BIDDING FEES	\$923,411		
CIVIL ENGINEERING	\$45,000		
LANDSCAPE ARCHITECT	\$20,000		
AV CONSULTANT	\$30,000		
REIMBURSABLE EXPENSES	\$46,171		
CITY / STATE PLAN REVIEW FEES & PERMITS	\$72,649		
SPECIAL INSPECTIONS AND TESTING	\$50,854		
CITY SAC/WAC (PRELIM ALLOWANCE)	\$54,000		
<b>FURNISHINGS, FIXTURES &amp; EQUIPMENT (FF&amp;E)</b>		<b>\$749,000</b>	
OFFICE FURNITURE ALLOWANCE	\$600,000		
HIGH DENSITY FILES / SHELVING	\$100,000		
KITCHEN EQUIPMENT ALLOWANCE	\$0		
LAUNDRY EQUIPMENT ALLOWANCE	\$0		
FF&E DESIGN FEES	\$49,000		
<b>TECHNOLOGY</b>		<b>\$395,000</b>	
CLOCK SYSTEM	\$45,000		
DATA / TELEPHONE ALLOWANCE	INCLUDED IN CONSTRUCTION		
AUDIO / VISUAL	\$350,000		
SECURITY SYSTEMS	INCLUDED IN CONSTRUCTION		
<b>CONTINGENCY</b>		<b>\$2,515,858</b>	
DESIGN (5%)	\$838,619		
PROJECT (10%)	\$1,677,239		
<b>FINANCING</b>		<b>\$96,441</b>	
BOND ISSUANCE COSTS (BONDING CONSULTANT TO V)	\$96,441		
INVESTMENT EARNINGS	\$0		
<b>TOTAL WITHOUT ADDITIONAL SUSTAINABILITY OPTIONS</b>		<b>\$19,384,684</b>	
<b>SUSTAINABILITY OPTIONAL ADDITIONS - PROJECT COSTS</b>		<b>\$487,402</b>	

Financing costs should be verified by Bond consultant. All detailed amounts are based on original estimate date of June 2008 dollar.

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

**RESOLUTION NO. \_\_\_\_\_**

RESOLUTION GIVING PRELIMINARY APPROVAL FOR THE ISSUANCE OF THE CITY'S GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BONDS IN AN AMOUNT NOT TO EXCEED \$25,000,000 AND ADOPTING THE CITY OF INVER GROVE HEIGHTS, MINNESOTA MODIFICATION TO CAPITAL IMPROVEMENT PLAN OF 2008 THROUGH 2013

WHEREAS, the City Council of the City of Inver Grove Heights, Minnesota (the "City") proposes to issue general obligation capital improvement plan bonds (the "Bonds") and adopt the City of Inver Grove Heights, Minnesota Capital Improvement Plan of 2008 through 2013 (the "Plan"); and

WHEREAS, the City has caused notice of the public hearing on the intention to issue the Bonds and on the proposed adoption of the Plan published pursuant to and in accordance with Minnesota Statutes, Section 475.521; and

WHEREAS, a public hearing on the intention to issue the Bonds and on the proposed Plan has been held on this date, following published notice of the hearing as required by law; and

WHEREAS, in approving the Plan, the City Council considered for each project and for the overall Plan:

1. The condition of the City's existing infrastructure, including the projected need for repair and replacement;
2. The likely demand for the improvement;
3. The estimated cost of the improvement;
4. The available public resources;
5. The level of overlapping debt in the City;
6. The relative benefits and costs of alternative uses of the funds;
7. Operating costs of the proposed improvements; and
8. Alternatives for providing services more efficiently through shared facilities with other local government units, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Inver Grove Heights, Minnesota, that the City hereby gives preliminary approval for the issuance of up to \$25,000,000 aggregate principal amount of the Bonds. The Plan is hereby adopted, the same being before the City Council and made a part of these proceedings by reference. The City declares its official intent to reimburse itself for the costs of the Plan from the proceeds of the Bonds.

Adopted by the City Council of Inver Grove Heights, Minnesota this 14<sup>th</sup> day of July, 2008.

Ayes:  
Nays:

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George Tourville, Mayor

ATTEST:

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Melissa Rheaume, Deputy City Clerk

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

CONSIDER AUTHORIZING STAFF TO WORK WITH KRECH O'BRIEN MUELLER AND ASSOCIATES (KOMA) ON AN AGREEMENT FOR PROJECT MANAGER SERVICES FOR THE PROPOSED PUBLIC SAFETY EXPANSION AND CITY HALL RENOVATION

Meeting Date: July 14, 2008  
Item Type: Regular  
Contact: JTeppen, Asst. City Admin  
Prepared by:  
Reviewed by:

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

**PURPOSE/ACTION REQUESTED** Consider authorizing staff to work with Krech O'Brien Mueller and Associates on an agreement for Project Manager Services for the proposed Public Safety Expansion and City Hall Renovation.

**SUMMARY** Council previously authorized staff to advertise for Project Manager Services for our proposed project. We received three responses and we interviewed two of the firms.

Staff is recommending that Council authorize us to move forward in negotiating with KOMA for this project. KOMA has proposed an experienced team for the project of Dan O'Brien, Linda McCracken Hunt and Keith Peters. Each of them has an expertise to bring to the project and we are confident with that wide range of expertise we will have a successful project. We expect that the cost for PM services with KOMA will come in around \$300,000.

At this point we haven't been able to negotiate the terms and conditions of an agreement with KOMA. Since we are about to begin design development (item previous to this on the agenda), it is essential to have the PM on board at the outset if we are to ensure efficient design and cost accounting, which ultimately leads to a reduced overall project cost. KOMA has proposed a fee of \$12,500 for the first month of service. This fee would be included in the overall cost, not additional to.

We expect to bring a final contract back to the Council for consideration no later than August 11<sup>th</sup>.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**CONSIDER CONTRACT FOR ARCHITECTURAL SERVICES FOR PROPOSED PUBLIC SAFETY EXPANSION AND CITY HALL RENOVATION**

Meeting Date: July 14, 2008  
 Item Type: Regular  
 Contact: JTeppen, Asst. City Admin  
 Prepared by:  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED** Consider a contract for Architectural Services with BKV Group of Minneapolis for the proposed Public Safety Expansion and City Hall Renovation.

**SUMMARY** The City has been working with BKV Group on this project since the Space Needs Analysis was done in 2005. They have recently completed the Schematic Design phase of the project, and the attached contract sees us through Design Development, preparation of construction documents and actual construction.

Terms and conditions of the agreement have been negotiated over a series of meetings with the Architect, the City Attorney, both the Administrator and Assistant Administrator, and at the direction of the City Council, Krech, O'Brien Mueller and Associates (KOMA), the proposed Project Manager. Council member Grannis and Mr. Vance Grannis, Jr. have also submitted questions and/or suggestions for revisions to the contract. I will detail the sections, the questions and /or suggestions as well as the responses.

Section 1.2 The commencement date of construction has been amended to March 2009. The dates are consistent throughout the document.

Section 2.3 Has been amended to identify the parties responsible to act on behalf of the Owner. In various sections throughout the contract responsibilities are assigned to the Owner. By identifying the responsible parties in this section, we don't need to add 'Project Manager' to those various sections.

Section 3.12. The question was raised about obvious incorrect or incomplete services or information supplied to the Architect by the Owner. The second sentence in that section makes it incumbent upon the Architect to provide prompt written notice of obvious errors, omissions or inconsistencies in services or information. The City Attorney concludes that no amendment to this section is necessary.

Section 3.5.2.3 and Section 3.5.3.3 Have been amended to include a new sentence that provides for the Owners approval of all substitutions which deviate from the intent of the Bidding Documents.

Section 3.6.1.1 No change necessary because of the identification of the Owners responsible parties in Section 2.3.

Section 3.6.1.2 No change necessary because of the identification of the Owners responsible parties in Section 2.3.

Section 3.6.1.1 The question raised was related to the sentence about exhaustive or continuous on-site inspections and whose responsibility that was. The Architect will be making site visits on average 1 time every two weeks through the terms set forth in this contract. We have not yet negotiated terms with the Project Manager, but this will be a topic of discussion. Secondly to that is that part of the responsibility of a Contractor is to make exhaustive on-site inspections.

Section 3.6.2.2 The comment was related to the Architect's duty to the City with respect to their authority to reject work that does not conform to the Contract Documents. The Architect's response is that this lies within the general responsibility of the Architect and the services they provide.

3.6.2.4 This section has been amended: 1) by the previous Section 2.3; 2) by inserting a reference to Section 12.9 that speaks to an Architect's professional responsibility; 3) by inserting a reference to the fact that the Owner approves the Contract Documents and Final Design prior to the Architect's making decisions related to aesthetic effect.

3.6.2.5 This section has been amended to clarify that any decisions on Claims shall be made by the team of Architect, Owner and Project Manager.

3.6.3.2 The question was related to who does the continuous on-site inspections, and the answer is the Contractor.

3.6.4.2 The comment was interpreted to indicate to Staff that if the Architect was not reviewing the materials outlined in this section that the Project Manager should. We will identify that responsibility in the contract with the Project Manager.

3.6.6.2 No change necessary because of the identification of the Owners responsible parties in Section 2.3. Upon the suggestion of KOMA the section was amended to add that engineering inspections would occur as required.

4.1 The question was 'what is Value-Analysis?' and should we include that as an additional service. The Architect has explained that this is not applicable to a municipal project that it is related to a private development and a market analysis that would likely be necessary.

4.3.1 The line on the left indicates that some of the points were amended during previous discussions.

4.3.2 At the suggestion of KOMA .6 was amended to 90 days.

4.3.3 Again, the line to the left indicates changes made in previous discussions. At the suggestion of KOMA .1 was changed to 2 reviews of Shop Drawings, etc. There was a question about whether these were sufficient in terms of numbers (Number of visits to the site, number of inspections). The determination is that they are not enough if we don't have a Project Manager, but we're drafting the contract as if we will.

4.3.4 The comment was that this provision is not a standard provision, and the question was why did we add it. The line at the left indicates an amendment to the original AIA document. In a previous discussion with the Architect it was changed to 30 months. Upon the suggestion of KOMA that has been changed to 36.

5.2 This section was amended after the question of what 'significantly' means. The section was changed to better define expectations and responsibilities with respect to the project budget.

5.6 The comment/question was interpreted to be related to copies of contracts with consultants on the Architect's side. The Owner is required to furnish copies of its contracts with its

consultants to the Architect so that the Architect can determine the parameters of their responsibilities for a particular task. If the Architect is contracting with a consultant on the project, the Owner doesn't need to have copies of those contracts because those tasks aren't the Owner's responsibility.

6.6 The questions in this section fall under Article 6 Cost of Work. 6.6.1-5 are all available to the City if the budget for the Cost of Work is exceeded at the conclusion of the Construction Documents Phase. A question about if a referendum was to take place was asked. The response is that at point the City could chose to terminate the contract. Section 9.5 says that we have the ability to terminate the contract upon seven days written notice.

8.24 The City Attorneys opinion was sought on this section that has to do with dispute resolution, and who would pay those costs. The City Attorney has determined that the parties would split arbitration costs equally as provided for by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules. The rules provide that all expenses of the arbitration, other than those for witnesses for either side, "shall be borne equally by the parties," unless they agree otherwise or the arbitrator assesses them as part of the decision.

9.5 The question regarding written termination with seven days notice was seven days from when? Answer – seven days from when written notice is provided.

9.6 In the event of termination the Architect shall be compensated for services performed prior to termination, etc. Question – but not lost profits? Answer – No, this was discussed and agreed to during previous discussions.

11.5 Upon the suggestion of KOMA, the percentages for the subsequent phases have been slightly adjusted to account for the completion of the Schematic Design.

12.1 The percentage reflected in this section was changed to accurately reflect the adjustments mentioned in the paragraph above (11.5).

12.2 At the suggestion of KOMA, the wording was changed to reflect two inspections following each phase of construction.

12.3 Both KOMA and Council member Grannis ask if one visit on average every two weeks by the Architect is enough. The cost to increase that to one visit on average every week is an additional \$18,000. Council should discuss and decide if this is an additional expense they wish to incur.

In addition in that Section, 3.6.2.7 has been changed to reflect final punch list items will be prepared by the Contractor for each phase of construction.

12.5 Has been amended to clarify the intent.

12.8 Has been amended with the correct terminology – Owner and Architect.

12.12 At the suggestion of KOMA this section was thoroughly discussed with the Architect so that we have a clear understanding of what the implications are. Without going into a great amount of detail here, basically this clause means that except as stated in section 6.7 if there are any changes to the design that was approved previously, and the Architect is sent back to re-design anything that affects the *project scope, the design intent or the material usage* it will be charged as an Additional Service. Less significant modifications that don't send them back to re-design anything and that don't affect *project scope, the design intent or the material usage* will not affect the budget. Since the Schematic Design has not been reviewed by the proposed Project Manager they were concerned that if they had any suggestions for modifications it would be charged as an additional service. This doesn't seem to be the case though from discussion

with the Architect unless of course it affects the project scope, the design intent or the material usage.

Two further suggestions from Mr. Vance Grannis, Jr. were 1) increasing the Architect's professional liability insurance limits from \$2,000,000 to \$5,000,000. The Architect indicates that each \$1,000,000 of coverage would require \$30,000 annual premium. This would be an additional cost of \$180,000 to the budget for the term of the project. The Council should discuss this and decide if this is an additional expense they wish to incur.

2) To list each reimbursable expense with a not to exceed number associated with each. The Architect feels (and staff concurs) that this may limit for example, the number of copies of construction documents that will need to be produced, thereby limiting the number of contractors who would receive a copy. The Architect indicates that reimbursable expenses on a project this size generally ranges from \$50 - \$75,000 and that amount is included in the project budget.

Staff recommends approval of the contract with BKV Group of Minneapolis for architectural services for the proposed Public Safety Expansion and City Hall Renovation.



# AIA<sup>®</sup> Document B101<sup>™</sup> – 2007

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-third day of June in the year Two Thousand and Eight.

*(In words, indicate day, month and year)*

BETWEEN the Architect's client identified as the Owner:

*(Name, address and other information)*

The City of Inver Grove Heights  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

and the Architect:

*(Name, address and other information)*

BKV Group, Inc.  
222 North Second Street  
Minneapolis, MN 55401

for the following Project:

*(Name, location and detailed description)*

1643.01-004: Public Safety Addition and City Hall Renovation located at 8150 Barbara Avenue. The scope of work is based on the Architect's Schematic Design Report dated April 4, 2008, approved by the City Council on May 12, 2008.

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
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- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

The project is anticipated to be a 41,820 square foot addition and 20,800 square foot renovation with a construction budget of \$14,134,801. The project budget, including project contingency, is \$19,384,684 plus Owner's representative Project Manager fees and expenses.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

March 2009

.2 Substantial Completion date:

December 2010

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

Init.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect has identified Ted Redmond, AIA, as the representative authorized to act on behalf of the Architect with respect to the Project. The City has identified Jenelle Teppen and the firm of Krech O'Brien to work jointly on behalf of the Owner.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:  
*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 General Liability

Cincinnati Insurance Company  
\$2,000,000. General Aggregate  
\$2,000,000. Completed Operations  
\$1,000,000. Per Occurrence  
\$1,000,000. Personal & Advertising Injury  
Deductible: None

.2 Automobile Liability

Cincinnati Insurance Company  
\$1,000,000. Combined Single Limit  
Deductible: Comprehensive \$500.  
Deductible: Collision \$1,000.

.3 Workers' Compensation

State Fund Mutual  
\$500,000. Each Accident  
\$500,000. Disease Policy Limit  
\$500,000. Policy Limit  
Deductible: None

.4 Professional Liability

ACE American Insurance Company  
\$2,000,000. Each Claim  
\$2,000,000. Annual Aggregate  
Deductible: \$25,000.

## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 3 are Additional Services.

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§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction. See Article 12.13 for Preliminary Project Schedule.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval. Architect's approval shall not be unreasonably withheld.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services. Design requirements imposed by utility services shall be subject to Owner's approval.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

*(Paragraphs deleted)*

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

### § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

#### § 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

#### § 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders. All substantive changes or substitutions which deviate from the intent of the Bidding Documents shall be approved by Owner.

#### § 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors. All substantive changes or substitutions which deviate from the intent of the Bidding Documents shall be approved by Owner.

## § 3.6 CONSTRUCTION PHASE SERVICES

### § 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings, and shall be rendered in good faith and consistent with Standard of Care as per article 12.9. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent as approved by the Owner and as expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render, as part of a project team consisting of the Architect, Owner’s Project Manager, and Owner, initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

### **§ 3.6.4 SUBMITTALS**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

**§ 3.6.4.2** In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

**§ 3.6.5 CHANGES IN THE WORK**

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 PROJECT COMPLETION**

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. Engineering inspections shall occur as required at times appropriate to the stage of construction; such engineering inspections shall be conducted with the engineer, architect and owner.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 ADDITIONAL SERVICES**

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

<b>Additional Services</b>	<b>Responsibility (Architect, Owner or Not Provided)</b>	<b>Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)</b>
§ 4.1.1 Programming	Not Provided	
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™–2007)	Not Provided	
§ 4.1.6 Building information modeling	Not Provided	
§ 4.1.7 Civil engineering	Architect	
§ 4.1.8 Landscape design	Architect	(detailed Landscape Plans, Schedules, and Installation Review)
§ 4.1.9 Architectural Interior Design	Architect	
§ 4.1.10 Value Analysis (B204™–2007)	Not Provided	

Init.

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User Notes:

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§ 4.1.11	Detailed cost estimating	Architect	
§ 4.1.12	On-site project representation	Not Provided	
§ 4.1.13	Conformed construction documents	Not Provided	
§ 4.1.14	As-designed record drawings	Not Provided	
§ 4.1.15	As-constructed record drawings	Architect	
§ 4.1.16	Post occupancy evaluation	Architect	
§ 4.1.17	Facility Support Services (B210™–2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner’s consultants	Owner	
§ 4.1.20	Telecommunications/data design	Owner	
§ 4.1.21	Security Evaluation and Planning	Architect	
§ 4.1.22	Commissioning	Architect	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™–2007)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™–2007)	Not Provided	
§ 4.1.27	Furniture, Finishings, and Equipment Design	Architect	
4.1.28	Audio/Visual Equipment	Architect	
4.1.29	Coordination/Documentation Surveying	Owner	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

Civil Engineering: Full service civil engineering shall be provided for all rough grading, final grading, utilities, drainage, and pavement. Services shall include design, construction documentation, bidding, and construction phase administration as outlined in this agreement for Basic Services.

Landscape Architecture: Full service Landscape Architecture shall be provided for all site and greenroof sod and landscape areas and shall include landscape materials and irrigation systems. Services shall include design, construction documentation (performance specification for any required irrigation systems), bidding, and construction phase administration as outlined in this agreement for Basic Services.

Interior Design: Full service Interior Design shall be provided for all interior spaces within the project scope and shall include selection of interior finish materials and documentation of built-in casework/millwork components. Services shall include design, construction documentation, bidding, and construction phase administration as outlined in this agreement for Basic Services.

Detailed Cost Estimating: Estimating services shall include detailed construction cost estimates at the completion of the Design Development phase and the Construction Document phase. In addition, the Architect shall review full project budgets updated at each phase in conjunction with the owner’s Project Manager.

Post Occupancy evaluation shall be provided in accordance with article 12.2

Commissioning: Commissioning services shall be provided for building mechanical systems and shall include enhanced construction phase review of mechanical work and coordination of on-site start-up systems assessment with design engineer, owner’s project manager, and mechanical contractors and subcontractors. Commissioning followup shall continue as required to track ‘action items’ for the General Contractor and mechanical subcontractors through the first year of occupancy.

FF&E: Full service FF&E Design shall be provided for all office, conference/meeting, and support space furniture systems within the project scope and shall include selection of workstations, chairs, file cabinets, and storage systems. Assistance with office equipment and computer equipment selection and documentation is not included. Services shall include design, construction documentation, bidding, and installation phase review as outlined in this agreement for Basic Services.

Audio/Visual Equipment Selection: A/V design shall be provided for audio and visual presentation systems for Council Chambers, training, and meeting rooms. Services shall also include consultation on security requirements in association with the Architect’s Electrical Engineer, and consultation on phone/data cabling in association with the Owner’s Information Technology data cabling consultant or staff. Services shall include equipment selection, construction documentation coordination for electrical system requirements, equipment selection documentation, bidding, and installation phase review as outlined in this agreement for Basic Services.

As Constructed Record Drawings: The Architect shall assemble As Constructed Record Drawings based on construction phase documents issued by the Architect in addition to the General Contractor’s field set record of in-the-field changes or deviations from construction documents. The architect will not be able to verify all

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construction conditions are accurately depicted by the General Contractor's field-set records. Final Record Drawings will be provided to the Owner in hardcopy and/or electronic format as directed by the Owner. Security Evaluation and Planning: Evaluation of security requirements and subsequent planning for door controlling, CCTV monitoring, and 'Officer Down' panic alarms shall be provided by the Architect. Services shall include Design, Construction Documentation, Bidding, and Construction Phase Administration as outlined in this agreement for Basic Services.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation (not including green roof alternate which is part of Basic Services included in this agreement) for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .8 Evaluation of the qualifications of bidders or persons providing proposals;
- .9 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .10 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 90 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

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§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Visits to the site by the Architect shall occur on average once every two weeks through the scheduled construction timeframe.
- .3 One ( 1 ) inspection for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspection for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within thirty-six ( 36 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality, unless Owner and Architect agree such budgetary change may be adequately addressed through project budget contingency allocations.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;

- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for constructing, using, altering, maintaining, and adding, for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

## § 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

[ X ] Arbitration pursuant to Section 8.3 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

## § 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute

of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### § 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

#### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services, including but not limited to adjustments due to cost of living inflation and/or changes in Architect's hourly rate schedule. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services, including but not limited to adjustments due to cost of living inflation and/or changes in Architect's hourly rate schedule. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due  
(Paragraphs deleted)

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together with any services requested by the owner covered under 4.3.

§ 9.7 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Lump sum of \$923,411 billed monthly for work completed.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Security Evaluation: Included in 11.1

FF&E: \$49,000  
 Security/Audio/Visual Equipment Consultant: \$45,000  
 Civil Engineering: \$45,000  
 Landscape Architecture (detailed landscape plans, material schedules, and installation review): \$20,000  
 Interior Design: Included in 11.1  
 Detailed Cost Estimating: Included in 11.1  
 Post-Occupancy Evaluation: Included in 11.1  
 As-built Record Drawings: Included in 11.1  
 Commissioning: \$49,000

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

Based on Architect's current hourly rate schedule.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent ( 5% ), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Development Phase	Thirty-Six	percent (	36	%)
Construction Documents Phase	Forty-Two	percent (	42	%)
Bidding or Negotiation Phase	Five and one-half	percent (	5.5	%)
Construction Phase	Sixteen and one-half	percent (	16.5	%)
<b>Total Basic Compensation</b>	<b>one hundred</b>	<b>percent (</b>	<b>100</b>	<b>%)</b>

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate
PARTNER IN CHARGE	\$155
DESIGN PARTER	\$155
SENIOR PROJECT ARCHITECT	\$115-\$135
PROJECT ARCHITECT	\$85
INTERN ARCHITECT	\$60
ARCHITECTURAL TECHNICIAN	\$80
SENIOR LANDSCAPE ARCHITECT	\$108

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LANDSCAPE ARCHITECT	\$80
SENIOR INTERIOR DESIGNER	\$88
INTERIOR DESIGNER	\$55
SENIOR MECHANICAL ENGINEER	\$113
MECHANICAL ENGINEER	\$113
MECHANICAL TECHNICIAN	\$80
SENIOR ELECTRICAL ENGINEER	\$113
ELECTRICAL ENGINEER	\$100
ELECTRICAL TECHNICIAN	\$90
SENIOR STRUCTURAL ENGINEER	\$113
STRUCTURAL ENGINEER	\$100
STRUCTURAL TECHNICIAN	\$80
SENIOR CONSTRUCTION ADMINISTRATOR	\$115-\$120
CONSTRUCTION ADMINISTRATOR	\$85
INTERN CONST. ADMIN.	\$56
SPECIFICATIONS WRITER	\$130

**§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect’s Consultant’s expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect’s consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus five percent ( 5% ) of the expenses incurred.

**§ 11.9 COMPENSATION FOR USE OF ARCHITECT’S INSTRUMENTS OF SERVICE**

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner’s continued use of the Architect’s Instruments of Service solely for purposes of completing, using and maintaining, altering, and adding the Project as follows: \$0.

**§ 11.10 PAYMENTS TO THE ARCHITECT**

**§ 11.10.1** An initial payment of zero dollars ( \$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

Init.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-Five ( 45 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
(Insert rate of monthly or annual interest agreed upon.)

1% over prime per annum (adjusted monthly as of the first of each month as announced in the Wall Street Journal.)

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

12.1 The date of Substantial Completion will be established in the Construction Documents, or will be based on Contractor's initial project schedule. Extended project representation of the Architect due to failure on the part of the General Contractor to meet the identified Substantial Completion date shall be provided as an Additional Service. A cost per week of construction for each additional week required for Contractor to meet Substantial Completion shall be established based on sixteen and one-half (16.5%) percent of the Architect's total fee, divided by the total number of weeks originally anticipated for construction based on the Substantial Completion date identified in the Construction Documents. The cost for additional project representation shall be calculated based on the above-calculated cost per week for project representation. Contract Administration services following Substantial Completion shall be provided as outlined in paragraph 3.6.6.

12.2 At the request of the Owner, the Architect shall conduct two (2) inspections after the date of Final Completion for each phase of construction: the first at the end of eleven (11) months of occupancy for the purposes of ensuring that the facility is in full compliance with the Construction Documents and to notify the Owner of any unfinished work; and, the second at the end of three (3) years of occupancy for the purposes of determining the facility's overall performance, acceptability of design, and its functional and technical elements.

12.3 Add the following to subparagraph 3.6.2 Construction Phase Services - Administration of the Construction Contract.

3.6.2.6 BKV Group will provide site observations on an average of once every two weeks during the construction period.

3.6.2.7 Final punch list items will be prepared by the Contractor for each phase of construction. Once this work has been completed by the Contractor, completion of these items shall be confirmed by the Architect in a single site visit. If additional visits are required due to Contractor failure to adequately meet Substantial Completion, additional punch list reviews will be provided as an Additional Service and subtracted from Contractors final pay application.

3.6.2.8 The Owner and Architect shall produce together one punch list.

12.4 A minimum project contingency of five (5%) percent will be part of the Construction phase budget for unforeseen conditions, required modifications to the documents, code interpretations, omissions from bid documents, and Owner-requested changes.

12.5 The Owner agrees to pay Architect for the preparation of Owner Requested Change Orders, changes demanded by code authority due to code changes put into effect during project duration or due to changes in interpretation by a code authority or Site Condition Required Change Orders and for bid alternates and any contingency allocations based on Architect's hourly rate schedule.

12.6 If a Change Order or Construction Change Directive is necessary due to an omission, oversight, or other act caused by the Architect or Engineer, the Architect or Engineer shall prepare drawings, specifications and other documents and support data (including evaluating Contractor's proposals) and provide any other design services as may be required in connection with the change in the work at no additional cost to the Owner. The Owner shall be responsible for all construction costs associated with the change. The cost of such work is to be deducted from the project contingency.

12.7 The Architect cannot provide certification regarding the presence or lack of presence of hazardous materials within structures or the site.

12.8 Consequential Damages. Notwithstanding any other provision of the Agreement, neither party shall be liable to the other party for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Owner or the Architect, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

12.9 Standard of Care. Services provided by the Design Professional under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

12.10 Architect's hourly billing rates for each discipline may change effective January 1st of each year that work is performed under this contract. This increase in hourly billing rates will not affect Architect's compensation for Basic Services, but will be used for any Additional Service calculations occurring after change to hourly billing rates.

12.11 Set-Offs, Backcharges, Discounts. Payment of invoices is in no case subject to unilateral discounting to set-offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party.

12.12 Except as stated in 6.7, design and document modifications relating to the change in project scope, design intent, or material usage after the approved of the Schematic Design Package, whether or not such changes are required due to budgetary requirements, shall be provided as an Additional Service calculated on the hourly rates referenced in paragraph 11.7.

12.13 Preliminary Project Schedule and Payment Schedule: The following Project Schedule is subject to change; however, it is provided here as a preliminary outline of service timeframes:

Phase	Timeframe	Approximate Architectural Invoice based on Compensation outlined in 11.1 and 11.2, Excluding Reimbursable Expenses
Schematic Design	N/A	
Design Development	July 1 to October 1, 2008	\$419,000
Construction Documents	October 15 to February 1, 2009	\$487,000
Bidding	February 1 to March 15, 2009	\$57,000
Construction Administration	March 15, 2009 to December 31, 2010	\$168,411

12.14 In the case of significant change to required/desired project scope, the Owner and Architect agree to equitably adjust the compensation outlined in this agreement mutually.

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 13:29:18 on 07/10/2008 under Order No.1000358822\_1 which expires on 6/14/2009, and is not for resale.

User Notes:

(992771941)

- .3 Other documents:  
*(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)*

This Agreement entered into as of the day and year first written above.

**OWNER**

**ARCHITECT**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**CBS Outdoor;** Property located at 10608 Courthouse Boulevard;

Meeting Date: July 14, 2008  
 Item Type: Regular Agenda  
 Contact: Allan Hunting 651.450.2554  
 Prepared by: Allan Hunting, City Planner  
 Reviewed by:

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Consider a Resolution relating to a **Variance** to allow the relocation of an existing non-conforming billboard.

- Requires 3/5th's vote.
- 60-day deadline: August 1, 2008 (first 60-days)

**SUMMARY**

CBS Outdoor has a lease for a billboard on the northwest corner of the subject property. The billboard is located within the right-of-way that is being purchased by MnDOT for the east frontage road along Hwy 52/55. The frontage road construction project is scheduled for this summer. The billboard must be removed to construct the road. The applicant is requesting a variance to allow the billboard to be relocated approximately 60 feet straight east from its present location.

**ANALYSIS**

The existing billboard is a legal non-conforming sign in that it does not meet the spacing requirements along the same side of the Highway and there are other principal structures on the property. In 1989, a Conditional Use Permit and Variance were issued to construct the sign 10 feet from the side and front property line. The proposal is to relocate the billboard with a setback of 10 feet from the new right-of-way line along the frontage road. The sign would be 672 square feet in size and 40 feet in height. The sign would conform to height, size and front setback regulations, but would still be approximately 300 feet from the billboard to the south whereas 1500 feet separation is required.

MnDOT is acquiring additional right-of-way for the east frontage road. The existing billboard is located in the proposed roadway. Billboards are allowed in this area of the City and the variance request is not a result of an action by the applicant.

Planning Staff Recommends approval of the variance with the condition listed on the attached resolution.

Planning Commission Also recommended approval of the variance (6-0)

Parks and Recreation Not applicable.

Attachments: Variance Resolution  
 Planning Report  
 Planning Commission Recommendation

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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING A VARIANCE TO ALLOW THE RELOCATION OF A NON-  
CONFORMING BILLBOARD**

**CASE NO. 08-32V  
(CBS Outdoor)**

Property located at 10608 Courthouse Boulevard and legally described as follows:

**SEE EXHIBIT A**

**WHEREAS**, an application has been received for a Variance to relocate an existing non-conforming billboard;

**WHEREAS**, the afore described property is zoned I-1, Limited Industry;

**WHEREAS**, a Variance may be granted by the City Council from the strict application of the provisions of the Zoning Code (City Code Section 515) 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 Section 515.40, Subd. 3A;

**WHEREAS**, the City of Inver Grove Heights Planning Commission reviewed the request on July 1, 2008 in accordance with City Code Section 515.40, Subd. 3C;

**WHEREAS**, a hardship, was found to exist not based on economic reasons. Rather the hardship results in that it is not possible to relocate the billboard and meet all of the performance standards of the Ordinance. The relocation request is a result of the MnDOT project constructing a frontage road at the same location as the existing billboard. The billboard must be moved through no fault of the landowner.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS**, that the Variance to allow the relocation of an existing non-conforming billboard is hereby approved subject to the following condition:

1. The billboard to be relocated in conformance with the site plan dated June 2, 2008 on file with the Planning Department.

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

Adopted by the City Council of Inver Grove Heights this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

\_\_\_\_\_  
George Tourville, Mayor

Ayes:

Nays:

ATTEST:

\_\_\_\_\_  
Melissa Rheaume, Deputy Clerk

Exhibit A

That part of the North Half of the Southwest Quarter of Section 27, Township 27, Range 22, lying Easterly of the following described line:

Commencing at the Northeast corner of said North Half of the Southwest Quarter; thence South 89 degrees 53 minutes 24 seconds West (assumed bearing) along the North line thereof a distance of 952.71 feet to the point of beginning of line to be described; thence South 9 degrees 47 minutes 00 seconds East a distance of 666.98 feet; thence Southeasterly along a tangential curve to the left, central angle of 6 degrees 50 minutes 38 seconds, Radius of 5729.58 feet, a distance of 684.39 feet to the South line of said North Half of the Southwest Quarter and said line there terminating.

Except Railroad right-of-way. Subject to highway easement and other easements of record.

AND

Together with a permanent non-exclusive easement for storm water drainage and ponding purposes over, across and under the following described premises in Dakota County, Minnesota, to-wit:

The Westerly 400 feet of the N1/2 of the SE1/4 of Section 27, Township 27, Range 22, Dakota County, Minnesota; together with the right, but not the obligation, to enter upon such easement to construct and maintain any storm water facilities required by the City of Inver Grove Heights.

The foregoing easement for storm water ponding and drainage purposes shall be limited to such areas as are required by the City of Inver Grove Heights in connection with Land Alteration Permits for the property conveyed by this deed.

Notwithstanding any other language to the contrary contained herein, the storm water drainage and ponding easement created and granted by this deed are limited to those areas necessary to accomplish the purposes of this easement. The parties agree for themselves and their successors that upon the development of Grantor's Property included in the easement, the easement shall, upon the request of Grantor, be redefined and limited in accordance with the development plan for Grantor's property to only those areas necessary to accomplish the purposes of this easement.

**RECOMMENDATION TO  
CITY OF INVER GROVE HEIGHTS**

**TO:** Mayor and City Council of Inver Grove Heights  
**FROM:** Planning Commission  
**DATE:** July 1, 2008  
**SUBJECT:** **CBS OUTDOOR – CASE NO. 08-32V**

**Reading of Notice**

Commissioner Simon read the public hearing notice to consider the request for a variance for a billboard to encroach within setbacks, and a variance to allow a billboard on a property with another use, for the property located at 10608 Courthouse Boulevard. 9 notices were mailed.

**Presentation of Request**

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the billboard is located within the right-of-way that is being purchased by MnDOT for the east frontage road along Highway 52/55 and therefore the billboard must be removed. The applicant is requesting a variance to allow the billboard to be relocated approximately 60 feet straight east from its present location. Mr. Hunting advised that the billboard is non-compliant as it does not meet the required 1,500 foot spacing along the same side of the highway and in that no buildings are allowed on land that contains a billboard. Staff feels there is a hardship associated with this request as it is not possible to relocate the billboard and meet all the ordinance standards, and the billboard must be moved through no fault of the landowner as it is due to the MnDOT project. Therefore staff recommends approval of the variance request with the condition listed in the report.

**Opening of Public Hearing**

The applicant, John Bodger, 4777 Shady Oak Road, Minnetonka, stated he was available to answer any questions.

Chair Bartholomew asked the applicant if he was agreeable to the condition listed in the report.

Mr. Bodger replied that he would like to raise the billboard height to 40 feet.

Commissioner Simon asked how tall the current billboard was, to which Mr. Bodger replied 35 feet.

Mr. Hunting advised that the applicants would be allowed to raise the billboard to 40 feet by ordinance. He stated that the billboard was non-conforming because of its location, not its height.

**Planning Commission Discussion**

Chair Bartholomew stated he supported the request.

Commissioner Schaeffer stated he supported the request to allow the landowner the same use of their property as they had before the proposed MnDOT construction.

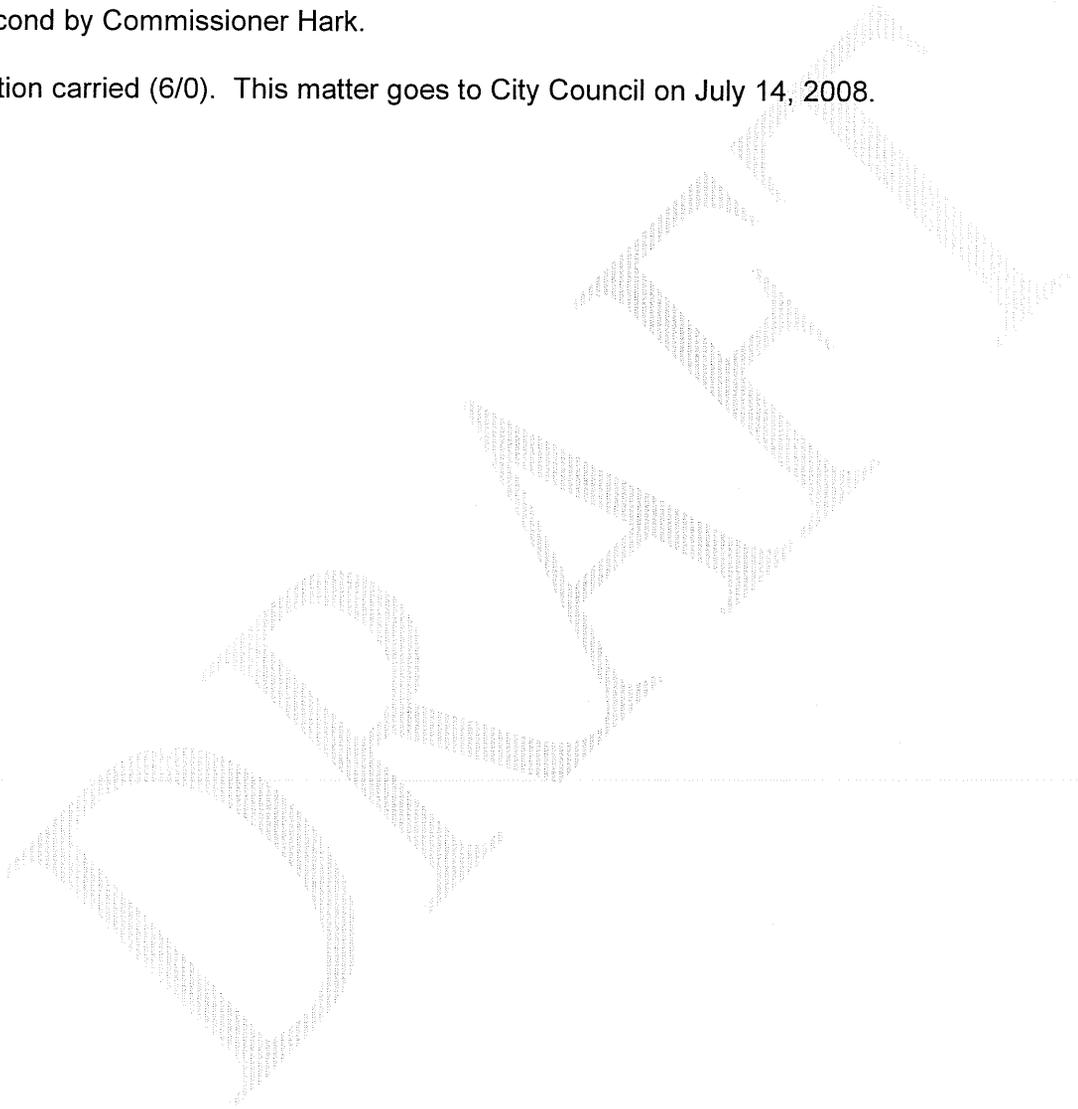
**Planning Commission Recommendation**

Motion by Commissioner Schaeffer to approve the request for a variance for a billboard to encroach within setbacks, and a variance to allow a billboard on a property with another use, for the property located at 10608 Courthouse Boulevard, with the condition listed in the report.

Chair Bartholomew asked if Commissioner Schaeffer was agreeable to the applicant's intention to raise the sign height to 40 feet, to which Commissioner Schaeffer replied in the affirmative.

Second by Commissioner Hark.

Motion carried (6/0). This matter goes to City Council on July 14, 2008.



# PLANNING REPORT

## CITY OF INVER GROVE HEIGHTS

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**REPORT DATE:** June 26, 2008 **CASE NO.:** 08-32V

**APPLICANT:** CBS Outdoor

**REQUEST:** A Variance to allow relocation of a non-conforming billboard

**HEARING DATE:** July 1, 2008

**LOCATION:** 10608 E. Courthouse Boulevard

**COMP PLAN:** LI, Light Industrial

**ZONING:** I-1, Limited Industry District

**REVIEWING DIVISIONS:** Planning **PREPARED BY:** Allan Hunting  
City Planner

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### **BACKGROUND**

CBS Outdoor has a lease for a billboard on the northwest corner of the subject property. The billboard is located within the right-of-way that is being purchased by MnDOT for the east frontage road along Hwy 52/55. The frontage road construction project is scheduled for this summer. The billboard must be removed to construct the road. The applicant is requesting a variance to allow the billboard to be relocated approximately 60 feet straight east from its present location.

This application is similar to the Quality Collision request for billboard relocation that was approved by the Council last month.

### **SPECIFIC REQUEST**

The billboard is a legal non-conformity in that the location of the billboard and the property do not conform to the regulations of the sign section of the Zoning Ordinance. The specific request is to allow the relocation of a legal non-conforming billboard per Section 515.90. Subd. 30. D. 5. The location of the billboard is noncompliant with two of the nine performance standards spelled out in the Ordinance; 1) the billboard does not meet the required 1500 foot spacing along the same side of a highway and 2) the property does not conform in that no buildings are allowed on land that contains a billboard. All of the structures and billboard pre-date the adoption of the billboard section. The billboard was originally constructed in 1989 under a conditional use permit and variance to allow the sign to be 10 from the front and side property lines. The sign ordinance addressing billboards was modified in the mid 1990's.

The proposal is to relocate the billboard with a setback of 10 feet from the new right-of-way line along the frontage road and 10 feet from the north property line. The sign would be 672 square feet in size and 35 feet in height.

### **SURROUNDING USES**

The subject site is surrounded by the following uses:

- North: Railroad right-of-way
- South: Vacant; zoned I-1; guided LI, Light Industrial
- East: Vacant; zoned A, Agricultural; guided Special Use
- West: Highway 52/55

### **EVALUATION OF REQUEST:**

City Code Section 515.59, states that the City Council may grant variances in instances where practical difficulties exist or where a hardship would be imposed upon the property owner if the code were strictly enforced. In order to grant the requested variances, the City Code identifies several criteria which are to be considered. The applicant's request is reviewed below against those criteria.

- a. *Special conditions apply to the structure or land in question which are peculiar to such property or immediately adjoining property, and do not apply generally to other land or structures in the district in which said land is located.*

The general intent of this standard is to limit the precedent that could be set if the variance was granted. The property does have special conditions in that the billboard must be removed due to the construction of the frontage road. The situation was not created by the property owner. The billboard would be relocated to the same size, height and setbacks as is currently.

- b. *The granting of the application will not be contrary to the intent of the Zoning Code or the Comprehensive Plan.*

The application is not contrary to the Comprehensive Plan as the future land use is Light Industrial. The request is also not contrary to the Zoning Ordinance. The ordinance allows for billboards in this vicinity of the City.

- c. *The granting of such variance is necessary as a result of a demonstrated undue hardship or difficulty, and will not merely serve as a convenience to the applicant.*

There is a hardship associated with this request as it is not possible to relocate the billboard and meet all of the performance standards of the Ordinance. The relocation request is a result of the MnDOT project constructing a frontage road at the same

location as the existing billboard. The billboard must be moved through no fault of the landowner.

*d. Economic considerations alone do not constitute an undue hardship.*

Economic considerations do not appear to be a basis for this request.

## **ALTERNATIVES**

The Planning Commission has the following alternatives available for the requested action:

- A. Approval.** If the Planning Commission favors the requested Variance, the Commission should recommend approval of the request with at least the following conditions:
1. The billboard shall be relocated in conformance with the site plan dated June 2, 2008 on file with the Planning Department.

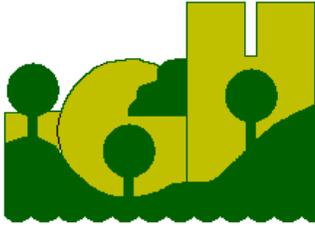
Hardship: There is a hardship associated with this request as it is not possible to relocate the billboard and meet all of the performance standards of the Ordinance. The relocation request is a result of the MnDOT project constructing a frontage road at the same location as the existing billboard. The billboard must be moved through no fault of the landowner.

- 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 believes that the variance criterion has been met and therefore Staff recommends approval of the variance as presented.

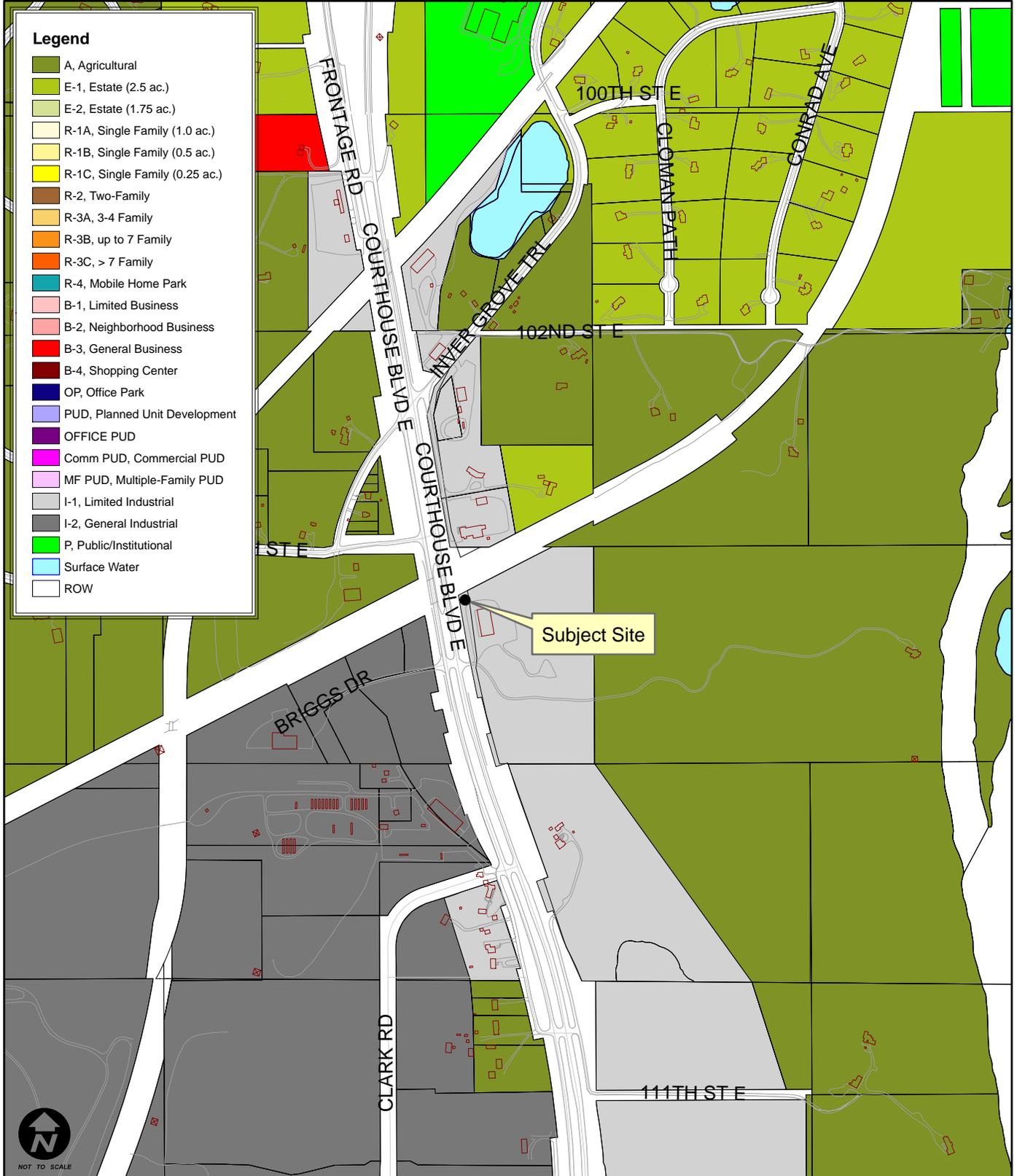
Attachments: Exhibit A - Location/Zoning Map  
Exhibit B - Map Showing Proposed Billboard Location  
Exhibit C - Map Showing MnDOT Acquisition



Inver Grove Heights

# Location Map

## Case No. 08-32V



B-0  
408.5  
DAHN EXCAVATING CO  
3 AC.  
050-27  
B-3  
236.5  
183.87

010-80

200'

688'

Relocated Sign Site  
Setbacks- 10' Front  
10' Side

Bridge  
Bridge

52

60'

New Right-of-Way  
Sec 27  
014-50

10620 Courthouse Blvd.

1325'

8

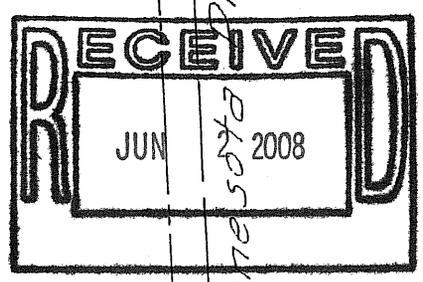
56  
56  
1015'

COURTHOUSE

520'

I-2

15326-B  
160 Ac.  
050-51



PIPE LINE CO. (16" LINE)



**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Charles Cudd - Case No. 08-30V**

Meeting Date: July 14, 2008  
 Item Type: Regular  
 Contact: Heather Botten 651.450.2569  
 Prepared by:  Heather Botten, Associate Planner  
 Reviewed by: Planning

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

**PURPOSE/ACTION REQUESTED**

Consider a Resolution relating to a **Variance** to exceed the impervious surface requirements to construct a house and driveway for the property located at 11662 Azure Lane.

- Requires a 3/5<sup>th</sup>'s vote.
- 60-day deadline: August 1, 2008 (1<sup>st</sup> 60-days)

**SUMMARY**

The applicant is requesting a variance to exceed the maximum impervious surface standards to construct about 4,744 square feet of impervious surface on the R-1C zoned lot. The request is for the construction of a new home and driveway set back 51 feet from the front property line. The proposed footprint of the home and garage is about +/- 3,200 square feet and the driveway and sidewalk is about +/-1,500 square feet.

There is not a physical or property-related hardship for this request. The proposed home is too large for the lot and zoning district it is in. The lot meets the minimum lot size and width requirements. The developer demonstrated a 60' x 50' building pad on the site, setback 30 feet from the property line during the development approvals; this configuration meets the impervious surface requirements. The applicant could construct a home with a smaller footprint, allowing a shorter front yard setback, eliminating the need for a variance. The applicants are not being denied reasonable use of the property as a single family residential home, that meets the impervious surface standards, does fit on the lot.

Planning Staff: Recommend denial of the request as presented.

Planning Commission: Also recommended denial of the variance at their July 1, 2008 meeting (6-0).

Exhibits: Variance Denial Resolution  
 Planning Commission Recommendation  
 E-mail from neighbor opposing the request  
 Planning Report

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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION DENYING A VARIANCE TO EXCEED THE ALLOWED MAXIMUM  
IMPERVIOUS COVERAGE ON AN R-1C ZONED LOT.**

**CASE NO. 08-30V  
(Cudd)**

Property located at 11662 Azure Lane and legally described as follows:

**Lot 3, Block 5 of Woodland Preserve of Dakota County, Minnesota**

**WHEREAS**, an application has been received for a Variance from the maximum allowed impervious coverage standard to construct a new home and driveway;

**WHEREAS**, the afore described property is zoned R-1C, Single Family Residential District;

**WHEREAS**, a public hearing was held and the City of Inver Grove Heights Planning Commission reviewed the request on July 1, 2008 in accordance with City Code Section 515.40, Subd. 3C;

**WHEREAS**, a Variance may be granted by the City Council from the strict application of the provisions of the Zoning Code (City Code Section 515) 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 Section 515.40, Subd. 3A;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS**, that the Variance to exceed the maximum allowed impervious surface is hereby denied based on the following findings of fact:

1. There is not a physical or property-related hardship for this request as the size of the proposed home would serve as a convenience to the property owner.
2. The lot does not have any unique conditions that preclude the applicants from reasonable use of their property.
3. Approval of the variance would set a precedent for other new construction homes exceeding the impervious surface requirements

**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 14<sup>th</sup> day of July 2008.

\_\_\_\_\_  
George Tourville, Mayor

Ayes:

Nays:

ATTEST:

\_\_\_\_\_  
Melissa Rheaume, Deputy Clerk

**RECOMMENDATION TO  
CITY OF INVER GROVE HEIGHTS**

**TO:** Mayor and City Council of Inver Grove Heights  
**FROM:** Planning Commission  
**DATE:** July 1, 2008  
**SUBJECT:** CHARLES CUDD CO – CASE NO. 08-30V

**Reading of Notice**

Commissioner Simon read the public hearing notice to consider the request for a variance from the impervious surface requirements to construct a house and driveway at 11662 Azure Lane. 7 notices were mailed.

**Presentation of Request**

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the applicant was aware of the City Council's direction to review the impervious surface standards but wanted to pursue the variance request. Ms. Botten advised that staff reviewed the request based on the existing code requirements. She stated that the applicant is requesting a variance to exceed the maximum impervious surface standards to construct 4,744 square feet of impervious surface on the R-1C zoned lot whereas only 4,000 square feet is allowed. She advised that the request is for the construction of a new home and driveway set back 51 feet from the front property line. She also stated the developer demonstrated a 60' x 50' building pad on the site, setback 30 feet from the property line during the development approvals; this configuration meets the impervious surface requirements. Ms. Botten advised that staff feels the variance criteria has not been met and that approval could set a precedent. Therefore staff recommends denial of the request.

Commissioner Simon asked if staff heard from any neighbors, to which Ms. Botten replied she had not.

Mr. Hunting advised he received one call from a neighbor with general questions about the request.

Chair Bartholomew noted that the report states that the request could be found contrary to the intent of the zoning code since it exceeds the impervious surface requirements that are in place to help regulate the stormwater runoff and infiltration on a site which impacts the abutting property owners and development it is in. He asked if further similar issues could arise if the previously discussed impervious surface requirements were changed to 30% for R-1C as recommended.

Ms. Botten stated that is something that will be reviewed by the Engineering Department. She advised that typically a development is given a sliding scale of maximum impervious surface allowed for the entire development, including road construction.

Commissioner Schaeffer asked what would occur if the applicant were denied at this point and the ordinance was then changed as recommended resulting in the applicants' proposal fitting within the impervious surface restrictions.

Ms. Botten replied that the applicant could then proceed with his construction as proposed since a variance would no longer be needed.

**Opening of Public Hearing**

John Sonnek, representing Charles Cudd Company, asked how long it would take for the proposed zoning code amendment to go through three readings, to which Chair Bartholomew replied it typically took a month and a half.

Mr. Sonnek stated the reason they decided to proceed with the variance was to allow them to start construction as soon as possible as he was of the impression that it would take three months to go through the Council process. Mr. Sonnek stated they were proposing only 16.3% of impervious coverage which would be below the proposed requirements for the R-1A, B or C Districts. Mr. Sonnek advised that they made the house as small as possible, but that the narrow lot frontage of this particular lot necessitated angling the garage and setting the house back further on the lot which increased the driveway coverage.

Chair Bartholomew stated that he did not see a hardship, and advised the applicant that the Planning Commission was bound by ordinance to look for a hardship and that it would be difficult for them to recommend approval without one.

Mr. Sonnek asked if the City was opposed to larger homes.

Commissioner Schaeffer replied that it was not a matter of the size of the house but rather the total impervious surface. He advised that it was possible for the applicant to actually build a larger house if they were to position it closer to the road, therefore reducing the driveway area. Commissioner Schaeffer stated he did not find a hardship.

**Planning Commission Recommendation**

Motion by Commissioner Simon, second by Commissioner Schaeffer, to deny the request for a variance from the impervious surface requirements to construct a house and driveway for the property located 11662 Azure Lane, based on lack of hardship.

Motion carried (6/0). This matter goes to City Council on July 14, 2008.

**Heather Botten**

---

**Subject:** FW: VArience request for property at 11662 Azure LN

**From:** MATTHEW VATTER [mailto:vattermc@msn.com]  
**Sent:** Sunday, July 06, 2008 12:41 PM  
**To:** Allan Hunting  
**Subject:** VArience request for property at 11662 Azure LN

Sir,  
I sent the email below on the 28th. I did not see that I had entered the email address in error until just now (undeliverable notice). I understand the deadline to comment was 1 July. But I ask you to consider my input prior to your decision. Thanks.

Matt Vatter

Mr Hunting,

My wife and I own the property adjacent to 11662 Azure Ln for which the variance to impervious service requirements is being requested. Our primary concern regarding this new home is the placement on the lot. The current plan has the house at the very back of the lot causing the driveway length to exceed what is common to homes in this development. I believe this is one reason for the variance request. The positioning of the house so far back on the lot positions the proposed garage adjacent to our patio, eliminating any view of trees and backyards, as is normally the case in our neighborhood. Should the structure be placed more forward, the need for a long driveway would be eliminated and likely negate the need for a variance.

We do not support the request with the house in its current position. Should the house be repositioned so as better align the back yards and maintain the alignment of homes on our street, and still require the variance for a patio or swimming pool, we'd have no objection. Again, our concern is that the house is positioned so far back in the lot.

Thank you for considering our concerns.

Matt and Cris Vatter

11656 Azure Ln., IGH, MN 55077

651-423-0506

---

Use video conversation to talk face-to-face with Windows Live Messenger. [Get started.](#)



## **SPECIFIC REQUEST**

To develop the property as proposed, the applicant has requested a variance to exceed the maximum allowed impervious coverage on a lot in accordance with the Inver Grove Heights Zoning Ordinance, Section 515.80 Subd.8.B.1.

## **SURROUNDING USES**

The subject site is surrounded by single family homes, zoned R-1C, Single Family Residential and guided, LDR, Low Density Residential.

## **EVALUATION OF REQUEST:**

As indicated earlier, the applicant is requesting a variance to exceed the maximum impervious coverage on an R-1C zoned lot to construct a new home and driveway. City Code Section 515.59, states that the City Council may grant variances in instances where practical difficulties exist or where a hardship would be imposed upon the property owner if the code were strictly enforced. In order to grant the requested variances, the City Code identifies several criteria which are to be considered. The applicant's request is reviewed below against those criteria.

- a. *Special conditions apply to the structure or land in question which are peculiar to such property or immediately adjoining property, and do not apply generally to other land or structures in the district in which said land is located.*

The general intent of this standard is to limit the precedent that could be set if the variance was granted. The property does not have any special conditions that make it unique. The proposed home is too large for the lot and R-1 zoning district. The applicant could construct a home with a smaller footprint, allowing a shorter front yard setback, eliminating the need for a variance. The applicants are not being denied reasonable use of the property as a single family residential home, that meets the impervious surface standards, does fit on the lot.

- b. *The granting of the application will not be contrary to the intent of the Zoning Code or the Comprehensive Plan.*

The application is not contrary to the Comprehensive Plan as the future land use is Low Density Residential. The request could be found contrary to the intent of the Zoning Code as it exceeds the impervious surface requirements that are in place to help regulate the stormwater runoff and infiltration on a site which impacts the abutting property owners and development it is in.

- c. *The granting of such variance is necessary as a result of a demonstrated undue hardship or difficulty, and will not merely serve as a convenience to the applicant.*

There is not a physical or property-related hardship for this request as the size of the proposed home would serve as a convenience to the property owner. The proposed home is too large for the lot and zoning district it is in. The lot meets the minimum lot size and width requirements. The developer demonstrated a 60' x 50' building pad on the site, setback 30 feet from the property line during the development approvals; this configuration meets the impervious surface requirements.

*d. Economic considerations alone do not constitute an undue hardship.*

Economic considerations do not appear to be a basis for this request.

## **ALTERNATIVES**

The Planning Commission has the following alternatives available for the requested action:

**A. Approval.** If the Planning Commission favors the requested Variance, the Commission should recommend approval of the request with at least the following conditions:

1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department dated 5-16-08.
2. A Storm Water Management System shall be constructed within the property that meets the Best Management Practices design criteria as set forth in the Northwest Area Ordinances and Storm Water Manual.
3. The Storm Water Management System and Grading Plan (including necessary details for construction, showing proper location, material, size, and grades) shall be approved by the Engineering Division prior to ground disturbance or installation of the facility.
4. An escrow or fee of \$300, more or less, shall be submitted to the City with the Storm Water Management System submittal. The final amount and submittal process shall be determined by the City by the time the Owners are ready to submit the Storm Water Management System and Grading Plan.
5. The design infiltration rates for the Storm Water Management System shall follow the supplemental guidelines to the Northwest Area Storm Water Manual letter dated June 24, 2008. A City approved soil infiltration rate field test, at the expense of the owner, may be necessary.

Hardship: A hardship must be stated if approval of the variance is recommended.

**B. Denial.** If the Planning Commission does not favor the proposed application, the above request should be recommended for denial which could be based on the following rationale:

1. The size and setback of the home would be a convenience to the applicant not a necessity.
2. Lack of hardship.
3. Approval of the variance would set a precedent for other new construction homes exceeding the impervious surface requirements.

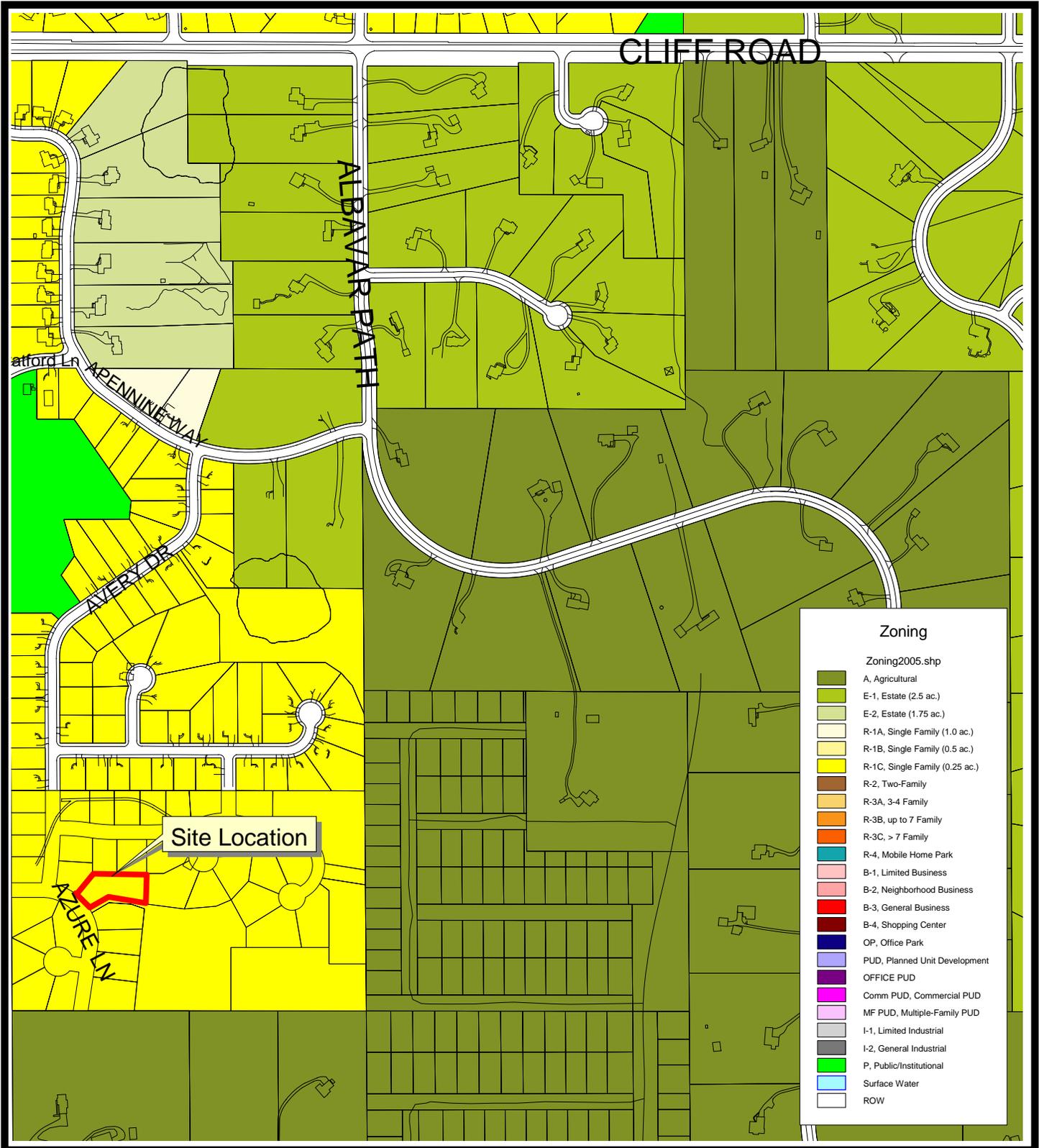
## **RECOMMENDATION**

Staff believes that the variance criterion has not been met and therefore Staff recommends denial of the variance as presented. While the request to exceed the maximum impervious surface is not large in terms of percentage of coverage, there are no unique constraints to the property and there would be reasonable use of the property without the variance.

Attachments: Exhibit A – Location/Zoning Map  
Exhibit B – Applicant Narrative  
Exhibit C – Site Plan



# Charles Cudd Co. Variance

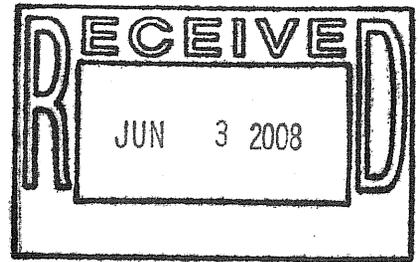


Map is not to scale

Exhibit A  
Zoning and Location Map

**Request for Variance to Impervious Surface Coverage Limit at 11662 Azure Lane**

1. This is a large irregular shaped lot which does not allow a typical minimum setback due to a narrow lot frontage. This necessitates angling the garage and setting the house back farther on the lot which increases the driveway and hardcover. Based upon the exceptionally large lot size of 29,017 sq ft. we are asking that a variance be granted for the total amount of hardcover to be 4744 sq ft vs the city cap of 4000. Even with this requested increase in hardcover the total hardcover is less than 17% of the total lot size which is way below any measure of industry standard.





# CERTIFICATE OF SURVEY

FOR: Charles Cudd Co.

## EXISTING PROPERTY DESCRIPTION

Lot 3, Block 5, WOODLAND PRESERVE, Dakota County, Minnesota.

## BENCHMARK

Top Nut Fire Hydrant in front of Lots 3 and 4, Block 6, WOODLAND PRESERVE, ELEVATION=977.46.

## SURFACE CALCULATIONS

PROPOSED HOUSE.....±3,021 sq. ft.  
 FRONT PORCH.....±208 sq. ft.  
 DRIVEWAY.....±1,389 sq. ft.  
 DECK.....±60 sq. ft.  
 SIDEWALK.....±66 sq. ft.  
 TOTAL LOT AREA.....±29,017 sq. ft.  
 IMPERVIOUS SURFACE.....±16.3%  
 IMPERVIOUS.....±4,744 sq. ft.

## PROPOSED ELEVATIONS

GARAGE FLOOR = 976.8  
 TOP OF BLOCK = 977.5  
 LOWEST FLOOR = 968.8

NORTH  
 1" = 30'

## NOTES

- BUILDING ELEVATIONS SET BY OWNER.
- HOUSE TO BE RESTAKED AT A LATER DATE.
- FIELD SURVEY CONDUCTED ON MAY 2, 2008.
- BEARING'S SHOWN ARE ON ASSUMED DATUM.
- CONTRACTOR TO VERIFY HOUSE DIMENSIONS, AND SEWER AND BASEMENT DEPTHS.
- FINISHED GRADE 10 FEET FROM PROPOSED BUILDING SHALL BE 0.5 FEET LOWER THAN THE FINISHED GRADE AT THE BUILDING.
- FINISHED GRADE ELEVATIONS ARE TO FINISHED SURFACE WITH TURF ESTABLISHMENT.
- DRIVEWAYS ARE SHOWN FOR GRAPHIC PURPOSES ONLY. FINAL DRIVEWAY DESIGN AND LOCATION TO BE DETERMINED BY CONTRACTOR

JOB#08119HS

**ACRE LAND SURVEYING**  
 Ham Lake, MN 55304  
 763-458-2997 acrelandsurvey@gmail.com

## LEGEND

- ⊙ DENOTES 3" PVC DRAIN
- DENOTES IRON MONUMENT FOUND
- 892.3 DENOTES PROPOSED ELEVATION.
- x1011.2 DENOTES EXISTING ELEVATION.
- ↗ DENOTES DIRECTION OF DRAINAGE.
- ⊠ DENOTES METAL SPIKE
- ▭ DENOTES BITUMINOUS
- ☼ DENOTES EXISTING TREE

- Revised: 5-19-08 (Patio Location)
- Revised: 6-1-08 (Surface Calcs)
- Revised: 6-2-08 (House and Placement)
- Revised: 6-3-08 (House and Placement)

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

*Joshua P. Schneider*  
 JOSHUA P. SCHNEIDER

Date: 5-16-08 Reg. No. 44655

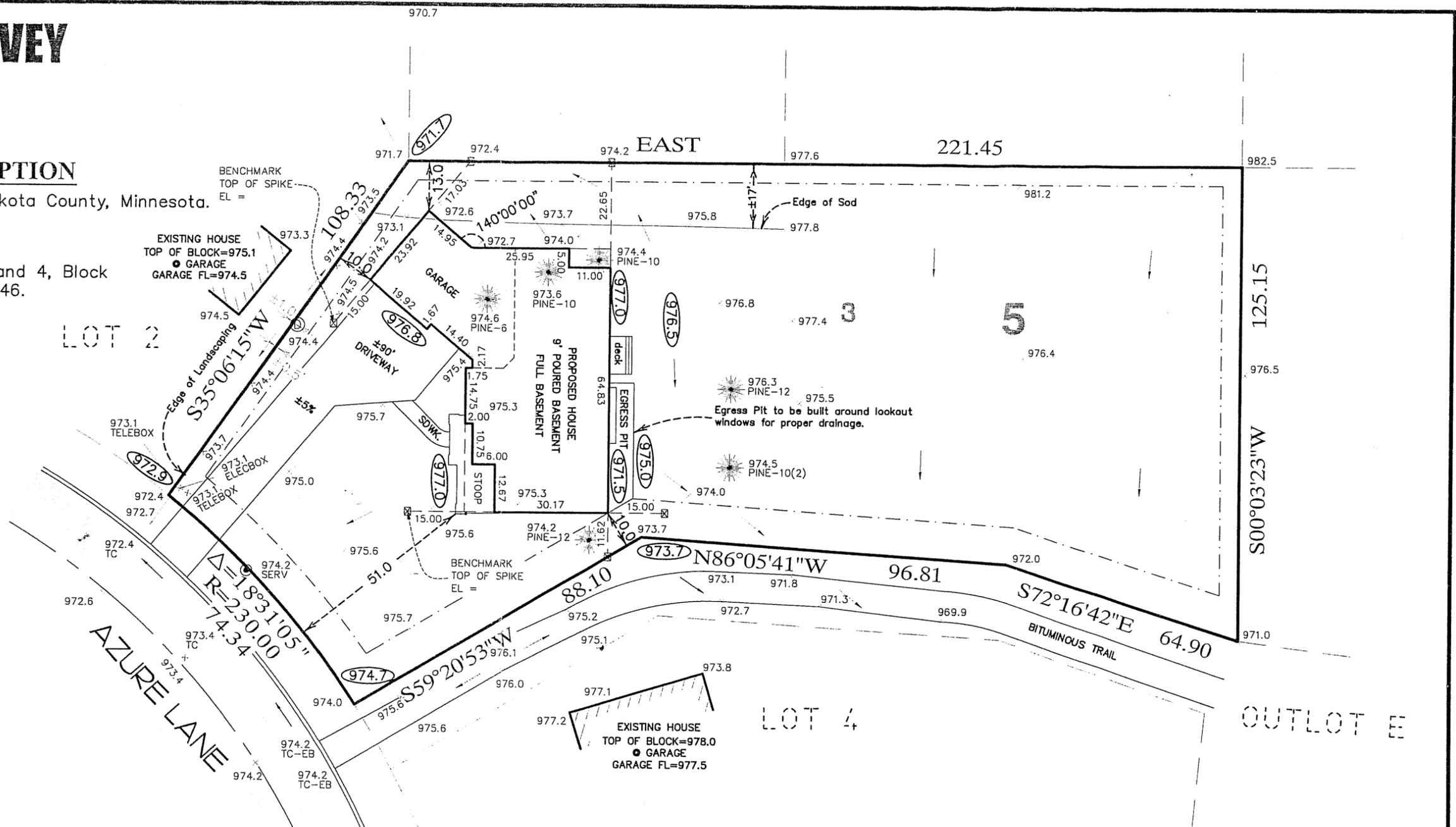


Exhibit 'C'

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**CITY OF INVER GROVE HEIGHTS;** Consider the first reading of an Ordinance Amendment to amend Section 515.80 Subd. 8. regarding the allowed maximum impervious coverage.

Meeting Date: July 14, 2008  
Item Type: Regular Agenda  
Contact: Jenn Emmerich; 651.450.2553  
Prepared by: Jenn Emmerich, Assistant City Planner  
Reviewed by:

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

- a) Consider the First Reading of an Ordinance Amendment that would allow a maximum of 20% impervious coverage in the R-1A District, 25% in the R-1B District and 30% in the R-1C District and require a Conditional Use Permit to exceed the maximum allowed impervious coverage for lots that don't meet the minimum lot size.
  - Requires 3/5th's vote.

**SUMMARY**

Background The City Council directed staff to hold a public hearing regarding changing the maximum allowed maximum impervious coverage in the "R" Zoning Districts. This request arose during the discussion of recent variance requests to exceed the maximum impervious coverage. Planning Commission held a public hearing on July 1, 2008.

Analysis Currently, the maximum impervious coverage for all of the R Zoning Districts is the lesser of 4,000 square feet or 30% of the total lot area. This standard leaves large lots at a considerable disadvantage as they have the ability to infiltrate more stormwater runoff than 4,000 square feet. Upon reviewing the current standards, the recent variance requests and the zoning ordinance language for other cities, it was determined that the ordinance should be modified to allow for more impervious coverage. Additionally, staff is proposing an ordinance amendment that would require a conditional use permit to exceed the allowed maximum impervious coverage on lots that don't meet the minimum lot size.

The proposed ordinance language was prepared by the Planning Department with the assistance of Emmons & Olivier. The City Engineer has not had the opportunity to compare the proposed changes and their impact on the City Stormwater Management Plan. Therefore, this first reading is being presented for initial discussion. The Engineering Department will review and may have changes by the second reading.

**RECOMMENDATION**

Planning Staff Recommends approval of this ordinance amendment with the request that Council further clarify how porous systems should be classified, pervious or impervious.

Planning Commission Recommends approval of the request (8-0).

Parks and Recreation Not applicable.

Attachments Ordinance Amendment Resolution  
Planning Commission Recommendation  
Planning Report

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING SECTION 515.80 SUBD. 8. (ZONING CODE – “R-1A, B, C” ONE-FAMILY RESIDENTIAL DISTRICT) OF THE CITY CODE RELATING TO ALLOWABLE MAXIMUM IMPERVIOUS COVERAGE IN THE “R” DISTRICTS**

The City of Inver Grove Heights hereby ordains as follows:

515.80 Subd. 8. “R-1A, B, C” One-Family Residential District.

B. Bulk Standards

1. Minimum Standards\*

Impervious Surface (max.)***	<del>lesser of 30%*** or</del>
R-1A	4,000 s.f. 20%
R-1B	25%
R-1C	30%

\* All standards are minimum requirements unless noted

\*\* An attached garage with no living space above, below, in front of or behind it, it may meet the minimum side yard setback standard for accessory structures found in Subparagraph 2 below rather than the larger setback required of principle structures as found in this table.

\*\*\* For lots that do not meet the minimum lot size requirement, a Conditional Use Permit, may be obtained to exceed the impervious surface maximum if the following criteria are met:

1. A Storm Water Management System shall be constructed within the property that meets the Best Management Practices design criteria as set forth in the Northwest Area Ordinances and Storm Water Manual.
2. The Storm Water Management System and Grading Plan (including necessary details for construction, showing proper location, material, size, and grades) shall be approved by the Engineering Division prior to ground disturbance or installation of the facility.
3. The Storm Water Management System is considered a private system and the responsibility of maintenance is that of the owner.
4. An escrow or fee, to be determined by the City Engineer, shall be submitted to the City with the Storm Water Management System submittal. The final amount and submittal process shall be determined by the City by the time the Owners are ready to submit the Storm Water Management System and Grading Plan.
5. The soils shall be tested to determine the infiltration capacity to insure the storm water maintenance facility performs and functions within the assumed design parameters.

<sup>1</sup> Additional Minimum Lot Area Requirements:

**SECTION 2. EFFECTIVE DATE.** This ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Ayes \_\_\_\_\_

Nays \_\_\_\_\_

\_\_\_\_\_  
George Tourville, Mayor

Attest:

\_\_\_\_\_  
Melissa Rheame, Deputy Clerk

**CITY OF INVER GROVE HEIGHTS**

**DAKOTA COUNTY, MINNESOTA**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING SECTION 515.30 SUBD. 2. (ZONING CODE – DEFINITIONS) OF THE CITY CODE**

The City of Inver Grove Heights hereby ordains as follows:

Subd. 2. Definitions

- 128.a. Impervious Surface. A surface that allows very little or no penetration of water or moisture into the soil or ground. Examples include concrete, asphalt, permeable pavement systems and various compacted materials including aggregate, limestone and recycled bituminous. Buildings, rooftops, sidewalks, patios, driveways, decks with an impervious surface below and any other structure shall be included for the purpose of calculating maximum lot coverage. Exception: Decks with grass or other natural porous surfaces below would not be considered when calculating lot coverage percentage.

**SECTION 2. EFFECTIVE DATE.** This ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Ayes \_\_\_\_\_

Nays \_\_\_\_\_

\_\_\_\_\_  
George Tourville, Mayor

Attest:

\_\_\_\_\_  
Melissa Rheame, Deputy Clerk

**RECOMMENDATION TO  
CITY OF INVER GROVE HEIGHTS**

**TO:** Mayor and City Council of Inver Grove Heights

**FROM:** Planning Commission

**DATE:** June 3, 2008

**SUBJECT:** CITY OF IGH/IMPERVIOUS SURFACE – CASE NO. 08-33ZA

**Reading of Notice**

Commissioner Simon read the public hearing notice to consider the request for a zoning code amendment to modify Section 515.80 Subd. 8 of City Code relating to maximum impervious surface coverage in the R-1A, B and C zoning districts. No notices were mailed.

**Presentation of Request**

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that Council directed staff to hold a public hearing regarding changing the allowed maximum impervious coverage in the R-1A, B and C Districts. The Council's request arose after Planning Commission brought to their attention the numerous impervious surface variances in those zoning districts. Staff then looked at the recent variances granted by City Council to allow property owners to exceed the allowed maximum impervious coverage in the R-1A, B and C Zoning Districts. Mr. Hunting noted that all but two of those variances were approved at under 20% impervious coverage of the total lot area. Staff also had Emmons & Olivier review language for some of the neighboring cities as well as do research regarding typical stormwater assumptions. Upon reviewing all the supporting information, staff prepared new language that would allow for up to 30% impervious coverage in the R-1C Zoning District, 25% in the R-1B Zoning District, and 20% in the R-1A Zoning District. A definition of impervious surface has also been created, as well as additional language which would allow lots that do not meet the minimum lot size requirement to apply for a Conditional Use Permit rather than go through the variance process which requires a hardship. Staff recommends approval of the request.

**Opening of Public Hearing**

Chair Bartholomew asked if the percentages for the three zoning districts were recommended by Emmons & Olivier, to which Mr. Hunting replied in the affirmative.

Chair Bartholomew stated he was concerned about the potential for excess coverage resulting from a larger lot putting in the maximum allowable impervious coverage and then later subdividing the lot.

Mr. Hunting advised that typically there were not numerous large lots in a subdivision of smaller lots which would all want to subdivide and suddenly compound the impervious surface in the neighborhood.

Chair Bartholomew recommended that language be added to the definition of impervious surface clarifying that landscaping which has plastic or a low permeable barrier underneath would be considered impervious.

Commission Simon stated she would also like language added to clarify that decking with plastic underneath rather than grass would be considered impervious.

Commissioner Simon asked if there was a maximum amount of allowed impervious surface in the R-1A Zoning District prior to 2002, to which Mr. replied there was not.

Commissioner Simon questioned whether pools should be considered impervious if they had a cover.

Mr. Hunting stated staff could look at that further.

Chair Bartholomew stated that most pool covers were made of a mesh membrane which would allow moisture to go through or run over the side into the pool. He advised also that the skimmers were always above the pool cover and therefore the water would not leave the pool area.

Commissioner Roth questioned why permeable pavement systems that met design specifications would be considered impervious, stating that engineering data showed they were actually more pervious than dirt and most of the soil in this area. He added that his personal experience with these systems has shown that very little maintenance is required.

Mr. Hunting stated his understanding was that permeable pavement systems required on-going maintenance to ensure sand and silt did not impede the system. He added that an additional concern is that once a property is sold the new homeowner may not be aware of, or be willing to do, the necessary maintenance. Mr. Hunting added that the City is trying to maintain as much green area as possible and that the pavers in question would be considered non-green.

Tom Link, Director of Community Development, stated that permeable paver systems require a lot of engineering, design and maintenance. He advised that the City is creating a stormwater system for the Northwest Area unlike any other in the country and therefore would like to be a little cautious since its somewhat experimental. Mr. Link stated it was the stormwater engineering consultant's recommendation that the City consider permeable paver systems impervious surface.

Commissioner Roth stated the City has an opportunity to be a model for other cities and should not limit itself. He suggested perhaps looking at the permeable paver systems on a case-by-case basis. He added that these systems would result in improved water quality and less silt in sedimentation ponds.

Commissioner Simon stated that a consultant from Emmons & Oliver advised that water runs faster off pervious pavers than it would going through the grass and that water would only perk if it was sitting on top of the permeable pavers.

Commissioner Roth stated that was true with regular patio or driveway pavers, but not with a permeable paver system.

Commissioner Scales stated his concern was the potential for a homeowner to landscape their entire yard with permeable pavers.

Chair Bartholomew stated he was concerned about homes changing hands and the new homeowners not maintaining them and the permeable paver systems then becoming impervious surface over time.

Commissioner Hark asked if the maintenance required was simply sweeping.

Mr. Hunting replied that sweeping was required, but that additional maintenance might be needed as well.

Commissioner Roth stated it was a flush surface and therefore most of the debris was blown off by the wind. He advised that the biggest maintenance issue was typically with commercial applications in regards to the salt/sand mix needed for melting ice in the winter.

Commissioner Schaeffer suggested that a work session be scheduled if the Commission wanted further discussion of this topic.

#### **Planning Commission Discussion**

Chair Bartholomew stated he did not have an issue with stating that the Commission would like Council to take a closer look at the definition of permeable paver systems and to look at the concerns raised by Commissioner Scales and Commissioner Roth. He added that although he had some concerns about allowing 30% impervious surface for R-1C lots, he supported the request.

Commissioner Schaeffer stated he supported the request.

#### **Planning Commission Recommendation**

Motion by Commissioner Schaeffer, second by Commissioner Simon, to approve the Zoning Code Amendment to modify Section 515.80 Subd. 8 of City Code relating to maximum impervious surface coverage in the R-1A, B and C zoning districts, with additional language being added to the definition of 'impervious surface' clarifying that the use of plastic or impermeable mesh underneath landscaping material and decks would be considered impervious.

Motion carried (6/0). This matter goes to City Council on July 14, 2008.

Commissioner Schaeffer recommended that additional information be given to Council regarding pervious paver systems, such as the booklet provided by Commissioner Roth.

Commissioner Simon asked if this item would go to Council for the full three readings, to which Mr. Hunting replied it normally went three readings but that the Council had the prerogative to do it in one.



Coverage Type	Description	Classification	Reason
Paver/Brick Patio	Individual impervious surfaces, placed together to form a patio surface.	Impervious	Water cannot infiltrate on these surfaces. Though there are small gaps between the individual pavers/bricks, the total surface area of the gaps is not sufficient to infiltrate the water.
Permeable Pavement Systems	A pavement system with the strength integrity of concrete, but which reduces runoff by allowing a percentage of the rainfall to percolate through it.	Impervious	These systems can infiltrate a percentage of stormwater, but require extensive staff oversight in the design, implementation and maintenance stages. Additionally, once installed, the system requires routine maintenance by the property owner. This can be an issue regarding ownership change.
Landscape rock (1 ½" or less gravel) or mulch with plastic or low permeable landscaping fabric below	Loose stones or mulch that is generally used for landscaping, but could be used to create a walkway.	Impervious	The plastic or low permeable landscaping fabric below the stones or mulch is not pervious and does not allow for the infiltration of water.
Wood or composite decking	Decking with pervious soils below.	Pervious	The water can run off the deck and infiltrate into the ground below. Though the decking itself doesn't infiltrate water, it is generally not constructed tight against the soil. Therefore, there is ample space for infiltration.
Landscape rock (1 ½" or less gravel) or mulch without plastic or landscaping fabric below	Loose stones or mulch that is generally used for landscaping, but could be used to create a walkway.	Pervious	Loose stones or mulch without plastic below allow for the infiltration of rainwater.
Gravel driveways and parking areas	Gravel that is placed for a driving or parking surface	Impervious	When an area is driven over repeatedly, the soil becomes compacted and the surface is ultimately impervious.

**Variances Granted.** In the past, City Council has granted variances to allow property owners to exceed the allowed maximum impervious coverage in the R-1A, B and C Zoning Districts. Below is a table with the details of those variances.

Name of Applicant	Zoning	Lot Size (s.f.)	Amount of Impervious Coverage	
			Square Footage	%
Lowell (08-20V)	R-1C	28,831	5,535	19.1
Fischer (08-29V)	R-1C	32,110	5,518	17.2
Vogel (08-25V)	R-1C	37,607	5,460	14.5
Harley (08-13V)	R-1B	39,639	5,335	13.5
Ojala (08-04V)	R-1C	12,762	4,136	32.4
Abbott (08-02V)	R-1B	54,450	6,139	11.3
Gaarder (07-40V)	R-1C	29,185	4,206	18.8
McDermott (06-65V)	R-1B	76,709	7,815	10.2
Anderson (06-64V)	R-1C	37,987	4,624	12
Wunder-Joyce (06-54V)	R-1C	4,677	2,620	56

Each of these variances, with the exception of the Lowell and Fischer variances, were granted by the Council with supporting hardships. The Lowell request was tabled at the June 23, 2008 City Council meeting pending the outcome of this ordinance amendment. The Fischer impervious surface request was also heard at that meeting, but was denied based on a lack of hardship. Additionally, some of the property owners who obtained variances were required to use pervious paver systems instead of traditional hard surface.

Other Cities. Staff has reviewed the language for some of the neighboring cities including Rosemount, Cottage Grove and Woodbury. Though none of the cities have residential zoning districts with lot sizes around 20,000 or 40,000 square feet, they do have districts with a minimum lot size of 10,000 to 12,000 square feet. In those zoning districts, property owners are allowed to have from 35% to 50% of impervious coverage.

Proposed Ordinance Language. Upon reviewing all of the supporting information, staff has prepared language that would allow for up to 30% of impervious coverage in the R-1C Zoning District, 25% in the R-1B Zoning District and 20% in the R-1A Zoning District. The new language is shown underlined and highlighted in Exhibit A. Allowing this range of impervious surface in the R-1A, B and C Zoning Districts is consistent with standard stormwater management modeling assumptions and would eliminate almost all of the variances that have been requested, and subsequently granted, since the ordinance was amended to including a maximum impervious surface requirement. Most of the property owners who obtained the variances, could meet the 30% maximum requirement, but were limited by the existing 4,000 square foot rule. That said, the rule is unnecessarily burdensome as the larger lots have the ability to accommodate additional stormwater runoff.

Additionally, the language addresses lots that do not meet the minimum lot size requirement by requiring a Conditional Use Permit with specific performance standards. There are areas within the City that were platted prior to the adoption of the zoning ordinance that contain lots sizes ranging between 7,000-10,000 square feet in size (I.e. South Grove and Old Village

neighborhoods). Many of these lots already exceed the allowed impervious coverage. Therefore, the amendment provides a means for them expand while treating the additional stormwater runoff.

Lastly, the proposed language in Exhibit A includes a definition of impervious surface. Currently the City Code does not have a definition of impervious surface.

## **ALTERNATIVES**

The alternative courses of action the Planning Commission has available include the following:

- A. **Approval.** If the Planning Commission finds the proposed amendment language to be acceptable, the Commission could recommend adoption of the attached ordinance amendment.
- B. **Modified Approval.** If the Planning Commission finds it acceptable to change the current maximum impervious surface requirements, but is not in agreement with the recommendation, the Commission could recommend adoption of a modified amendment.
- C. **Denial.** If the Planning Commission does not find it necessary to modify the existing language, the Commission could recommend denial of the proposed ordinance amendment.

## **RECOMMENDATION**

Based on the City Council's comments and direction, Staff recommends that the ordinance be modified as follows:

- Allow the recommended range of percent impervious coverage in the R-1A, B and C Zoning Districts.
- Require a Conditional Use Permit for lots that don't meet the minimum lot size, but do exceed the maximum allowed impervious surface
- Adopt the attached definition of impervious surface

Attachments: Proposed Ordinance Amendment

Exhibit A

Excerpt from the Zoning Ordinance pertaining to the R-1A, B and C, Single Family Residential Zoning District. Proposed changes are underlined and highlighted.

515.80 Subd. 8. “R-1A, B, C” One-Family Residential District.

B. Bulk Standards

1. Minimum Standards\*

Lot Area <sup>1</sup>	
R-1A	40,000 square feet
R-1B	20,000 square feet
R-1C	12,000 square feet (interior lot) 12,500 square feet (corner lot)
Lot Width <sup>2</sup>	
R-1A	170 feet (interior lot) 200 feet (corner lot)
R-1B	100 feet (interior lot)
R-1C	85 feet (interior lot) 100 feet (corner lot)
Front Yard Setback	30 feet
Side Yard Setback**	10 feet
Rear Yard Setback	30 feet
Height (max.)	35 feet
Impervious Surface (max.)***	<del>lessor of 30%*** or</del>
R-1A	4,000 s.f. 20%
R-1B	25%
R-1C	30%

\* All standards are minimum requirements unless noted

\*\* An attached garage with no living space above, below, in front of or behind it, it may meet the minimum side yard setback standard for accessory structures found in Subparagraph 2 below rather than the larger setback required of principle structures as found in this table.

\*\*\* For lots that do not meet the minimum lot size requirement, a Conditional Use Permit, may be obtained to exceed the impervious surface maximum if the following criteria are met:

1. A Storm Water Management System shall be constructed within the property that meets the Best Management Practices design criteria as set forth in the Northwest Area Ordinances and Storm Water Manual.

2. The Storm Water Management System and Grading Plan (including necessary details for construction, showing proper location, material, size, and grades) shall be approved by the Engineering Division prior to ground disturbance or installation of the facility.
3. The Storm Water Management System is considered a private system and the responsibility of maintenance is that of the owner; therefore, any previous storm water maintenance agreement shall become null and void.
4. An escrow or fee, to be determined by the City Engineer, shall be submitted to the City with the Storm Water Management System submittal. The final amount and submittal process shall be determined by the City by the time the Owners are ready to submit the Storm Water Management System and Grading Plan.
5. The soils shall be tested to determine the infiltration capacity to insure the storm water maintenance facility performs and functions within the assumed design parameters.

<sup>1</sup> Additional Minimum Lot Area Requirements:

## 515.30 Rules and Definitions

### Subd. 2. Definitions

- 128.a. Impervious Surface. A surface that allows very little or no penetration of water or moisture into the soil or ground. Examples include concrete, asphalt, permeable pavement systems and various compacted materials including aggregate, limestone and recycled bituminous. Buildings, rooftops, sidewalks, patios and driveways and any other structure shall be included for the purpose of calculating maximum lot coverage. Exception: Decks will not be considered when calculating lot coverage percentage.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Resolution Receiving Feasibility Study, Ordering Project, and Approving Proposal from Emmons and Olivier Resources, Inc. for Final Design Services, Bidding Assistance, and Construction Inspection Services for City Project No. 2007-05 – Northwest Area (NWA) Storm Water Emergency Overflows, Argenta Hills, Tasks 4-6**

Meeting Date: July 14, 2008  
 Item Type: Regular  
 Contact: Scott D. Thureen, 651.450.2571  
 Prepared by: Scott D. Thureen, Public Works Director  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED**

Consider resolution receiving feasibility study, ordering project, and authorizing Emmons & Olivier Resources, Inc. (EOR) to proceed with final design for emergency overflow outlets for regional basins SP-16 and SP-17 (one outlet for each basin) affecting the Argenta Hills development in the NWA. Further authorize staff (upon approval of final plans and specifications) to direct EOR to solicit quotes from contractors for the SP-17 overflow outlet. City Project No. 2007-05 – Northwest Area (NWA) Storm Water Emergency Overflows, Argenta Hills, Tasks 4-6.

**SUMMARY**

At the November 13, 2007, City Council meeting, EOR was authorized to proceed with the design of the Northwest Area (NWA) Storm Water Overflows, Argenta Hills, Tasks 1-3, in the amount of \$25,550. The work included the preliminary design of the contingency overflows from regional basins SP-16 and SP-17. The work did not include final design and construction services.

Tasks 4-6 Final Design, covers the cost of final design, specifications, solicitation of bids and construction observation services for these emergency overflow outlets. Additional information for project is described in the attached Argenta Hills Regional Basin Overflow Design Work Plan, Tasks 4-6. I have reviewed the proposal and recommend approval of the resolution which authorizes the work in the amount of \$18,600 for Tasks 4-5 with Task 6 construction support to be billed on an hourly time and materials basis, for City Project No. 2007-05.

SDT/kf

Attachments: Feasibility Study (handout at meeting)  
 Resolution  
 EOR Work Plan

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

**RESOLUTION RECEIVING FEASIBILITY STUDY, ORDERING PROJECT, AND APPROVING THE PROPOSAL FROM EMMONS AND OLIVIER RESOURCES, INC. FOR FINAL DESIGN SERVICES, BIDDING ASSISTANCE AND CONSTRUCTION INSPECTION SERVICES FOR CITY PROJECT NO. 2007-05 – NORTHWEST AREA (NWA) STORM WATER EMERGENCY OVERFLOWS, ARGENTA HILLS, TASKS 4-6**

**WHEREAS**, City Council approved preliminary design work and preparation of a feasibility study for the Northwest Area (NWA) Storm Water Overflows, Argenta Hills, Tasks 1-3, with Emmons & Olivier Resources, Inc. on November 13, 2007; and

**WHEREAS**, the final design and construction of the Argenta Hills Contingency Overflow Outlets must be coordinated with the currently on-going construction of the Argenta Hills Development; and

**WHEREAS**, Emmons & Olivier Resources Inc. has submitted a work plan for Northwest Area (NWA) Storm Water Overflows, Argenta Hills, Tasks 4-6 – Final Design as requested by the City of Inver Grove Heights.

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

1. The feasibility study is hereby received.
2. City project No. 2007-05, Storm Water Emergency Overflows - Argenta Hills, is ordered for construction and shall be funded from the NWA Storm Water Area Connection Fund.
3. The proposal from Emmons & Olivier Resources, Inc is hereby approved as follows:

<u>NWA Storm Water Overflows Argenta Hills (2007-05) Final Design</u>	
Final Design Phase Services (Tasks 4-5)	\$18,600
Construction Support (Task 6)	Hourly

4. The City is authorized to enter into contract with Emmons & Olivier Resources, Inc. for the approved work.

Adopted by the City Council of Inver Grove Heights, Minnesota this 14<sup>th</sup> day of July 2008.

AYES:

NAYS:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Rheaume, Deputy Clerk

Prepared by:  
Emmons & Olivier Resources, Inc.  
for the City of Inver Grove Heights

## Argenta Hills Regional Basin Overflow Design Work Plan, Tasks 4-6



05/23/2008

## **Introduction**

EOR is submitting this work plan describing the Phase 2 final design steps necessary to design and construct regional basin outlets for the Argenta Hills project in the northwest area. The preliminary design (tasks 1-3) is nearing completion for Argenta Hills. The final design (tasks 4-6) is outlined in this document.

Phase 2 consists of three tasks to complete the design. Tasks 4-6 are the remaining steps that follow completion of the feasibility report. These tasks are listed in this work plan for planning purposes. Work would start on Phase 2 following approval of the feasibility report by City staff. The final design pertains to Phase 1 of the Argenta Hills development, including the designed basin outlets for SP-16 and SP-17.

## Work Plan

### Task 4- Perform Final Design and Prepare Bid Package

Objective:

The primary objective of Task 4 is to finalize of the design and create a bid package.

EOR Tasks:	<ul style="list-style-type: none"><li>A) Prepare Final Drawings – The drawings for each alignment will be finalized and construction details will be completed. Each alignment will likely require: a location map, a statement of estimated quantities (SEQ) sheet, a plan and profile, and details.</li><li>B) Prepare Final Specifications – Specifications for construction will be prepared for each of the two alignments.</li><li>C) Estimate Quantities and Costs - The SEQ and construction cost estimate will be finalized for each alignment.</li><li>D) Prepare Procurement and Contracting Documents – All procurement and contracting documents necessary for the bid package for each alignment will be created..</li></ul>
Key Understandings:	Review and approval of final design by City Engineering. Project includes two alignments, each requiring seperate bid packages.
Deliverables:	<ul style="list-style-type: none"><li>• Project includes alignments</li><li>• Plans and Specifications for each alignment</li><li>• Bid Package for each alignment</li></ul>
Task 4, total cost	\$15,000

## Task 5- Administer Bidding Process

### Objective:

The primary objective of Task 5 is to obtain a contractor to complete the construction of the regional basin outlets.

EOR Tasks:	<ul style="list-style-type: none"><li>A) Advertise for Bids – Place advertisements in accordance with City requirements for obtaining competitive bids for each of the two alignments. This will include contacting contractors and responding to contractor questions.</li><li>B) Distribute Bid Package – The bid package will be copied and distributed to interested contractors and a pre-bid meeting will be administered for each of the two alignments.</li><li>C) Award Bid – The bids will be opened and evaluated for each of the two alignments. A recommendation will be made to the city for awarding a contractor.</li></ul>
Key Understandings:	<p>City authorization to advertise for bids. City award of contracts. Project includes two alignments each requiring a separate bid and contract process Bid opening will be conducted by City staff.</p>
Deliverables:	<ul style="list-style-type: none"><li>• Bid Advertisements</li><li>• Pre-bid Meeting</li><li>• Bid tabulation and recommendation for award</li></ul>
Task 5, total cost	\$3,600

**Task 6- Construction Support**

Objective:

The primary objective of Task 6 is to support the construction and post-construction process.

EOR Tasks:	<ul style="list-style-type: none"> <li>A) Contract Administration – Pay requests and change orders will be administered.</li> <li>B) Construction Staking – Outlet features will be staked on the pipe alignment and at important features.</li> <li>C) Construction Observation - It is anticipated that an engineer will be on site for half the time during construction and that construction of 2 outlets will take approximately 1 week each.</li> <li>D) Final Inspection and Record Drawings – After completion of construction activities the project will be inspected and record drawings will be created to document the improvements.</li> </ul>
Key Understandings:	<p>City provide closest horizontal and vertical benchmark information (minimum of 2).</p> <p>Project includes two separate construction projects, one for each alignment, constructed at separate times.</p>
Deliverables:	<ul style="list-style-type: none"> <li>• Construction Staking</li> <li>• Pay requests with recommendations for payment</li> <li>• Record Drawings</li> </ul>
Task 6, total cost	actual costs will be billed on an hourly time and materials basis

## Key Personnel

Brett H. Emmons, P.E.	Civil Engineer
Eli Rupnow, E.I.T.	Civil Engineer
Rich Romness, P.E.	Civil Engineer
Dan Fabian, P.E.	Civil Engineer

## Schedule

Argenta Hills has obtained final plat approval, therefore the design of the contingency overflows needs to be completed. The final design (Tasks 4-5) can begin as soon as we are give the notice to proceed. It will take approximately 4-6 weeks to prepare the bid package. Task 6 will begin after the City has signed a contract with the contractor and will be dependent on the contractor's schedule.

## Cost Summary

Task 4	Perform Final Design and Prepare Bid Package	\$15,000
Task 5	Administer Bidding and Contracting	\$3,600
Task 6	Construction Support	Hourly
Total for All Tasks:		Hourly/TBD

## EOR 2008 Hourly Fee Schedule

Classification	Hourly Rate(*)
Professional 1	\$ 84.00
Professional 2	\$ 98.00
Professional 3	\$123.00
Professional 4	\$134.00
Professional 5	\$165.00
Technician 1	\$ 60.00
Technician 2	\$ 70.00
Technician 3	\$ 77.00
Support Staff	\$ 50.00

**Professional** = Includes engineers, scientists (natural resources specialists, biologists, geologists, etc.), hydrogeologists, geographic information systems specialists, remote sensing specialists, etc.

**Support Staff** = Word processor, clerical, etc.

### Reimbursable Expenses - At Cost

- Reproduction, printing, duplicating, mileage (current government rates), use/rental of special equipment.
- Out-of-pocket Expenses - field supplies, telephone calls, stakes, etc.

(\*) Rates may be reviewed and adjusted on an annual basis.

**Materials for Item 7G  
Will Be Distributed  
Monday, July 14<sup>th</sup>  
prior to the Meeting.**

**Thank You.**

**Materials for Item 7H  
Will Be Distributed  
Monday, July 14<sup>th</sup>  
prior to the Meeting.**

**Thank You.**

**Materials for Item 7I  
Will Be Distributed  
Monday, July 14<sup>th</sup>  
prior to the Meeting.**

**Thank You.**

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Review Southern Lakes Trail Recommendations

Meeting Date: July 14, 2008  
 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**

*Staff Recommendation*

Direct staff to solicit bids to pave approximately 3,300 lineal feet of trail in the outlot to the east of Southern Lakes subdivision. The estimated cost for the project is \$100,000 - \$150,000 (includes paving, restoration, culvert, and silt fence). The project would be funded by Fund 402, Park Dedication. The typical trail section would be 6" gravel and 3" of bituminous all 10' wide. The project would also include the replacement of the existing culvert with two flaired end sections and concrete pipe.

*Park and Recreation Commission Recommendation*

Direct staff to solicit quotes to place 6" of gravel along approximately 3,300 lineal feet of trail in the outlot to the east of Southern Lakes subdivision. The estimated cost for the project is \$35,000 - \$45,000 (includes gravel, restoration, culvert, and silt fence). The project would be funded by Fund 402, Park Dedication.

**SUMMARY**

As the Council is aware, over the course of the last few Park and Recreation Commission meetings, we have been discussing the issues related to an existing trail east of the Southern Lakes subdivision. The Southern Lakes Homeowners Association is requesting the City address poor maintenance and upkeep of the trail.

In an attempt to solicit feedback from the neighborhood, staff sent a survey to the 292 homes. The results of the survey are as follows:

	Woodchips	Gravel	Bituminous
I prefer to have the trail surface be (only check one)	17	13	85

The overwhelming response from those that respond to the survey indicated that a bituminous trail is desired.

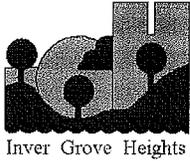
It is recommended that a bituminous trail be bid and constructed. The following schedule is anticipated:

Receive Bids	August 6, 2008
City Council Approve Bids	August 11, 2008
Construction Complete	Late September 2008

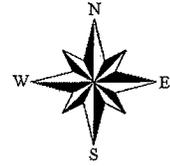
Two other questions related to this issue were asked on the survey. They include making a connection to Alameda Ave and constructing a trail around the pond. Given the positive response, those issues would be pursued over the course of the next 2-4 years. The results of the questions are as follows:

	Yes	No
I would like to see the City of Inver Grove Heights construct a trail connection from Alameda Ave. to the north\south trail.	89	18
I would like to see the City of Inver Grove Heights construct a trail around the pond.	111	7

On Wednesday, July 9<sup>th</sup> the Park and Recreation Commission met to discuss the issue. The Commission is recommending (6-1) that the City use gravel as the trail surface. The Commission's recommendation includes gravel from Cliff Road to the open lot on Alison Way. The Commission would also like to see a trail pursued around the pond with a connection to Alameda Ave. To accomplish a trail around the pond, Xcel Energy would need to grant the City a trail easement over their property.



# Property Ownership SW 1/4, Section 31



Potential Trail  
Extention

Potential Trail  
around pond

30-27-22

29-27-22

Potential East  
Access

Potential South  
Access

31-27-22

32-27-22

### Legend

- City of Inver Grove Heights
- North American Land & Title Group Inc.
- Raskob
- Whiteford
- Owners of 1 or 2 lots
- (other) City Property
- Natural Trails
- Bituminous Trails

**31-27-22** Section-Township-Range

## ROSEMOUNT

ASPEN TRL