



INVER GROVE HEIGHTS CITY COUNCIL AGENDA

-REVISED-

MONDAY, AUGUST 10, 2009

8150 BARBARA AVENUE

7:30 P.M.

1. CALL TO ORDER

2. ROLL CALL

3. PRESENTATIONS:

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

- A. Minutes – July 27, 2009 Regular Council Meeting _____
- B. Resolution Approving Disbursements for Period Ending August 5, 2009 _____
- C. Pay Voucher #1 for Heritage Village Park Contract with Carl Bolander and Sons,
Disc Work _____
- D. Pay Voucher No. 1 for City Project No. 2009-09A – Cracksealing _____
- E. Change Order No. 1 & Pay Voucher No. 1 for City Project No. 2009-09B, Sealcoating _____
- F. Pay Voucher No. 2 for City Project No. 2009-09D, South Grove Street Reconstruction
Area 4 _____
- G. Final Pay Voucher for Heritage Village Park Contract with Carl Bolander and Sons,
Flood Plain Forest _____
- H. Consider Resolution for Authorization to Revoke County State Aid Highway (CSAH) Status
and Designate County Road Status to County State Aid Highway 24 (66th Street East) _____
- I. Approve Agreement with Flint Hills Resources for the Extension of a Private Sanitary
Sewer System _____
- J. Approve Improvement Agreement, Storm Water Facilities Maintenance Agreement,
Encroachment Agreement, Restrictive Use Easement, and three (3) Impervious Surface
Agreements for the Plat of Dahn Addition _____
- K. Resolution Approving Contract with Cityview to upgrade Inspection Software _____
- L. Resolution Making an Election Not to Waive the Statutory Tort Limits for Liability
Insurance Purposes _____
- M. Pay Voucher No.2 for City Project No. 2008-18, Public Safety Addition/City Hall
Renovation _____

- N. Resolution Accepting Assistance to Firefighters Grant & Authorizing Requisite Fund Match _____
- O. Consider Renewal of Charitable Gambling Premises Permit – IGH Soccer _____
- P. Consider Temporary Extension of Licensed Premises relating to On–Sale Intoxicating Liquor License held by Grove Bowl, Inc. dba Drkula’s Bowl, 6710 Cahill Ave. E. _____
- Q. Consider Temporary Extension of Licensed Premises relating to On–Sale Intoxicating Liquor License held by Kladek, Inc. dba King of Diamonds, 6600 River Road _____
- R. Approve Contract with Global Golf Advisors for the Inver Wood Golf Course Operational Assessment _____
- S. Personnel Actions _____

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

6. **PUBLIC HEARINGS:**

7. **REGULAR AGENDA:**

COMMUNITY DEVELOPMENT:

- A. **SUSSEL CORPORATION;** Consider the following resolutions for property located at 5924 Bradbury Court:
 - i) **Conditional Use Permit** to allow impervious surface coverage to exceed 25% _____
 - ii) **Variance** to allow the construction of a home addition that would exceed 30% maximum impervious surface coverage _____

B. **VANSOUTH LIMITED PARTNERSHIP;** Consider Resolution relating to a Variance to allow an additional free standing sign for the Southridge Center located at the corner of Hwy 3 and Mendota Road _____

PUBLIC WORKS:

C. **CITY OF INVER GROVE HEIGHTS;** Consider Resolution Accepting the Proposal from and Awarding Contract for Feasibility Study and Preliminary Engineering Services for City Project No. 2009–08 – Courthouse Boulevard Trail Improvements _____

D. **CITY OF INVER GROVE HEIGHTS;** Consider Resolution Approving Improvement Agreement for Sanitary Sewer on Briggs Drive _____

8. **MAYOR AND COUNCIL COMMENTS**

9. **ADJOURN**

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, JULY 27, 2009 - 8150 BARBARA AVENUE**

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, July 27, 2009, 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 City Administrator Teppen, City Attorney Kuntz, Public Works Director Thureen, Parks & Recreation Director Carlson, Community Development Director Link, Fire Chief Thill and Deputy Clerk Rheume.

3. PRESENTATIONS:

A. Assistance to Firefighter Grant – Judy Thill

Chief Thill explained the City was awarded an Assistance to Firefighter grant in the amount of \$70,000. She noted this is the third time since 2005 the City has been a recipient of the grant. She stated \$35,000 would be used for rescue equipment and \$35,000 would be dedicated to various types of educational training. She asked that the City Council consider authorizing the 10% match of funds that is required for the grant.

Mayor Tourville asked that a resolution indicating where the matching funds would come from be presented at the next meeting for Council approval.

4. CONSENT AGENDA:

Mayor Tourville removed Item 4C, Change Order No. 1 for National Guard Armory Gym Floor Replacement, from the Consent Agenda.

Councilmember Piekarski Krech removed Item 4E, Change Order No. 4 and Pay Voucher No. 13 for City Project No. 2003-15, Northwest Area Trunk Utility Improvements

Councilmember Grannis removed Item 4G, Consider Purchase of Water Heaters at the VMCC, and Item 4K, Schedule Public Hearing, from the Consent Agenda.

A. Minutes – July 13, 2009 Regular Council Meeting

B. Resolution No. 09-146 Approving Disbursements for Period Ending July 22, 2009

D. Resolution No. 09-147 Approving Final Compensating Change Order No. 3, Final Pay Voucher No. 6, Engineer's Final Report, and Resolution Accepting Work under the 2008 Pavement Management Program, City Project No. 2008-09H – South Grove Sod Replacement

F. Accept Proposal for Street Patching Services

H. Consider Hiring Consultant for Operational Assessment of Inver Wood Golf Course

I. Resolution No. 09-148 Authorizing Execution of Joint Traffic Safety Project Grant Awarded for the Period from October 1, 2009 through September 30, 2010

J. Resolution No. 09-149 Approving Charitable Gambling Premises Permit – IGH Hockey

L. Personnel Actions

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

Ayes: 5

Nays: 0 Motion carried.

C. Change Order No. 1 for National Guard Armory Gym Floor Replacement

Mr. Carlson explained that the warranty would provide for repair at the discretion of the manufacturer.

Motion by Madden, second by Grannis, to approve Change Order No. 1 for National Guard Armory Gym Floor Replacement

Ayes: 5

Nays: 0 Motion carried.

- E. Change Order No. 4 and Pay Voucher No. 13 for City Project No. 2003-15, Northwest Area Trunk Utility Improvements

Councilmember Piekarski Krech questioned why there were sprinklers installed at the skateboard park and the maintenance facility.

Mr. Thureen responded that most of the City's facilities have irrigation systems.

Mr. Carlson explained that the irrigation systems were damaged during the project.

Councilmember Piekarski Krech stated that irrigation systems in those areas seem unnecessary.

Motion by Klein, second by Madden, to approve Change Order No. 4 and Pay Voucher No. 13 for City Project No. 2003-15, Northwest Area Trunk Utility Improvements

Ayes: 5

Nays: 0 Motion carried.

- G. Consider Purchase of Water Heaters at the VMCC

Councilmember Grannis explained that he received additional information from staff and was told the water heater recommended for purchase from U.S. Mechanical for \$30,675 is 80% energy efficient, the product from Yale Mechanical for \$38,200 is 95% efficient, and the product from Master Mechanical for \$38,500 is 99.1% energy efficient. He noted the water heaters that are currently used are believed to be approximately 72%-75% energy efficient. He stated each water heater has a ten year life expectancy. He added that staff recommended purchasing the water heater offered by U.S. Mechanical because the energy savings over the ten-year life expectancy would not be equivalent to the \$7,825 cost difference between the model from U.S. Mechanical and the more energy efficient model from Master Mechanical.

Councilmember Piekarski Krech asked how much water is used by the zamboni each time it resurfaces the ice and questioned how many gallons of water the water heaters can heat.

Mr. Carlson responded that he did not know the exact size of the tank on the zamboni. He stated three water heaters are hooked up in a series and there would be no pay back with the more energy efficient models over ten years.

Motion by Madden, second by Grannis, to approve the purchase of water heaters for the VMCC from U.S. Mechanical in the amount of \$30,675.00 plus tax

Ayes: 5

Nays: 0 Motion carried.

- K. Schedule Public Hearing

Councilmember Grannis asked if it would help Mr. Cameron if the Council expedited the process and scheduled a special meeting to hold the public hearing. He stated if the public hearing was held before August 24th the business could be open sooner.

This item was discussed under item 7D on the regular agenda.

5. PUBLIC COMMENT:

Ted Trenzeluk, 7305 Bancroft Way, stated that the Inver Hills Assembly of God church property was affected by the recent construction. He explained that several events are scheduled in the coming weeks and the Church would like the property to be restored to its original state.

Mayor Tourville asked Mr. Trenzeluk to contact Mr. Thureen and Mr. Lynch to get the problem resolved.

6. PUBLIC HEARINGS: None.

7. REGULAR AGENDA:**ADMINISTRATION:****A. CITY OF INVER GROVE HEIGHTS;** Consider Approval of Additional Cost for City Project No. 2008-18, Public Safety Addition/City Hall Renovation

Ms. Teppen explained the construction of the police addition to the West of the existing City Hall and the lower level storage area below the new council chamber location to the East of the existing building contractually note footings and foundations that extend below the existing footings and foundations. She stated that underpinning needs to be installed to assure stability during construction while excavation is occurring below the existing footing locations. She explained that the original construction bids and documents anticipated the construction of a concrete footing extension below the existing structure and it was determined that this type of underpinning would not be feasible on the West side of the building due to the height and lateral loads imposed. She stated that the design and owner's representative team agreed that a change was necessary to meet this project's specific conditions and that the project cannot move forward without the change. She explained that the contractor team submitted a cost associated with the underpinning system that included a credit for the elimination of the work included in the original bid documents. She stated the additional cost for the required work on the West side would be an amount not to exceed \$45,139. She noted that the owner's representative and design team assessed the revised costs to substantiate Shaw Lundquist's proposed costs for the finalized system on the West side.

Councilmember Klein asked if this was why a concrete wall was started and then taken down.

John Love, BKV Group, stated that was not related to the underpinning issue. He indicated that he would ask the contractor for an explanation and get back to the Council with the answer.

Councilmember Piekarski Krech questioned how the underpinning error occurred. She stated she is very concerned about keeping the project within the established budget and would like to see a breakdown of how the final cost for the change was reached, including the credits that were issued.

Mr. Love responded that the error occurred because a note was inadvertently left off of the construction bid documents. He stated that the design team will exercise due diligence to maintain the project budget and noted that the additional design time for the underpinning was done at no charge to the City.

Mayor Tourville asked that a spreadsheet be provided for every change order so that the costs are clearly laid out and documented.

Councilmember Grannis suggested that the change order information, including running totals for the project, be included with the Council's Friday information updates.

Mr. Love reiterated that the underpinning issue was affecting the contractor's ability to proceed with the project.

Councilmember Madden commented on working to reduce the number of change orders that are needed for projects.

Motion by Grannis, second by Tourville, to approve additional cost for City Project No. 2008-18, Public Safety Addition/City Hall Renovation

Ayes: 4

Nays: 1 (Klein) Motion carried.

COMMUNITY DEVELOPMENT:**B. HERDTLE;** Consider Resolution relating to a Variance to encroach within the front yard setback for a porch addition for property located at 7710 Banks Path

Mr. Link explained the applicant submitted a variance request to construct a porch addition that would encroach within the front yard setback of the R-1C, Single Family Residential Lot. He stated that the lot

currently features the home and an attached garage constructed 32 feet from the property line. He noted that the proposed porch addition would be 96 square feet and would extend six feet into the required setback. He stated both planning staff and the Planning Commission recommended denial of the request because no hardship was identified. He explained that the property does not have any special conditions that make it unique and the applicant is not being denied reasonable use of the property.

Thomas Herdtle, 7710 Banks Path, stated that a number of the houses in the neighborhood have a front porch and the primary function of the porch would be to protect the front of his home from weathering.

Councilmember Piekarski Krech asked if the maintenance issue could be the identified hardship. She stated the porch addition would help maintain the value of the home and retain the aesthetic viability.

Mr. Kuntz responded that the hardship could be a function of the curvature of the road as the property owner would like to keep his home even with the homes on either side of the property.

Mayor Tourville stated that the overhang would only extend as far as the cement and the addition would enhance the home. He added that the porch addition would not negatively impact the neighborhood.

Mr. Kuntz identified a desire to create a uniformity of setbacks in the neighborhood as a potential reason to grant the variance.

Councilmember Piekarski Krech stated the hardship be identified as a function of the design of the roadway and the desire to enhance the aesthetics of the neighborhood by creating uniform setbacks.

Motion by Piekarski Krech, second by Klein, to approve Resolution No. 09-150 relating to a Variance to encroach within the front yard setback for a porch addition for property located at 7710 Banks Path with the hardships identified as the design of the roadway and the creation of uniform setbacks to enhance the aesthetics of the neighborhood.

Ayes: 5

Nays: 0 Motion carried.

ADMINISTRATION CONT.

C. CITY OF INVER GROVE HEIGHTS; Consider the following actions:

- i) Consider the Third Reading of an Ordinance Adopting the Recodification of the City Code Including the City Zoning Ordinance
- ii) Consider Resolution Adopting for Publication the Summary and Title of the Ordinance Adopting Recodification of the 1974 Code of City Ordinances

Councilmember Piekarski Krech questioned a change to section 3.2.35 which would reduce the amount of time motor vehicles in need of repair could be stored on the property from seven days to forty-eight hours. She stated that the change was restrictive and may make it difficult for service stations to operate. She added that the police department should not be involved in the enforcement of the ordinance or in the granting an extension of time to the business.

Mr. Kuntz responded that the base requirement of not more than forty-eight hours came from the zoning code. He reviewed the exceptions and stated the zoning code had been in effect for a long period of time and has not caused any problems for service stations in the City. He noted that the intent of the change to the zoning code was to address outdoor storage issues.

Mayor Tourville suggested deleting the "police department" terminology under section 3.2.35 on page 15 of the ordinance and inserting "the City".

Frank Rauschnott, 6840 Dixie Ave., stated that the City should be less restrictive on small businesses.

Motion by Madden, second by Grannis, to approve Ordinance No. 1190 adopting the Recodification of the City Code including the City Zoning Ordinance and to approve Resolution No. 09-151 adopting for Publication the Summary and Title of the Ordinance Adopting Recodification of the

1974 Code of City Ordinances with the change to Section 3.2.35**Ayes: 5****Nays: 0 Motion carried.****D. CITY OF INVER GROVE HEIGHTS; Consider First Reading of an Ordinance Amendment relating to Off-Sale Intoxicating Liquor Licenses**

Mr. Kuntz explained that the current liquor ordinance prohibits off-sale intoxicating liquor establishments to be located within 500 feet of a school or a church and noted that the current ordinance provides for two exceptions to that regulation. He stated that the proposed amendment would create two additional exceptions that would only relate to instances where the liquor establishment was acquired by a governmental entity. He explained that in a situation where the government acquired the liquor store and the store was within 500 feet of a school or church, the new change would allow the liquor store to relocate within 500 feet of the same school or church provide the relocation occurred within three years of the acquisition. He stated the second change would be to allow the acquired establishment to relocate within 500 feet of any school or church for a temporary period of two years if the relocation occurred within six months after the acquisition. He noted that after two years at the relocated site, the relocated site would no longer be an eligible location for an off-sale intoxicating liquor license.

Mr. Kuntz addressed the Cameron's Liquor Store situation and explained that Mr. Cameron would like to temporarily relocate his store to the old Snyder's Drug Store site. He explained that the application to relocate the premises for which the liquor license was granted is a separate issue that requires a public hearing.

Councilmember Grannis reiterated his suggestion to schedule a special Council meeting to hold the public hearing to address the relocation of the licensed premises.

Councilmember Madden stated that he would like to expedite the process and proposed passing the ordinance amendment in one reading rather than three.

George Cameron IV, 2477 79th Street, stated that he would appreciate the Council expediting the process so he could open at his new location as soon as possible.

Mayor Tourville stated that if the ordinance amendment was passed in one reading and the publication requirements were considered the Council could schedule a special meeting on August 13th to hold the public hearing.

Mr. Kuntz stated that the ordinance amendment would go into effect five days after publication and the public hearing could be held ten days after publication of the notice.

Mayor Tourville clarified that if the relocation application was approved, Mr. Cameron could open at his new location on August 14th.

Motion by Piekarski Krech, second by Madden, to forego three readings and adopt Ordinance No. 1191, an amendment relating to Off-Sale Intoxicating Liquor Licenses, and to schedule a Special Council Meeting for Thursday, August 13, 2009 at 7:00 p.m. in the City Council Chambers to conduct a public hearing to consider the application for relocation of the Off-Sale Liquor License held by Cameron's Warehouse Liqs, Inc. dba Cameron's Liquor Warehouse

Ayes: 5**Nays: 0 Motion carried.****E. CITY OF INVER GROVE HEIGHTS; Consider Third Reading of an Ordinance Amending Sec. 1500 of the City Code**

Ms. Teppen stated this amendment would reduce the compliance time for grass and weed violations from 15 days to 7 days.

Councilmember Madden confirmed that the property owner could still work with the City to get an

extension or assistance with compliance.

Councilmember Piekarski Krech stated she would vote against the amendment because there should be more personal contact. She asked how the City would choose who will abate the nuisances.

Ms. Teppen responded that staff solicited three proposals and quotes from local contractors.

Councilmember Piekarski Krech suggested doing an RFP in the future.

Motion by Klein, second by Madden, to adopt Ordinance No. 1192 amending Section 1500 of the City Code

Ayes: 4

Nays: 1 (Piekarski Krech) Motion carried.

F. CITY OF INVER GROVE HEIGHTS; Consider Third Reading of an Ordinance Amending Sec. 115 of the City Code

Ms. Teppen stated the amendment would allow the Code Compliance Specialist to issue citations for violations of the code. She noted there have been 237 nuisance cases in the past year and a total of 5 citations were issued.

Councilmember Madden stated he is in favor of the change because it will give the police department time to respond to more critical issues.

Councilmember Piekarski Krech stated she still thinks there needs to be more personal contact with property owners.

Motion by Grannis, second by Madden, to adopt Ordinance No. 1193 Amending Section 115 of the City Code

Ayes: 4

Nays: 1 (Piekarski Krech) Motion carried.

G. CITY OF INVER GROVE HEIGHTS; Consider the following actions:

- i) Consider Third Reading of an Ordinance Establishing Requirements for Peddlers and Solicitors
- ii) Consider Resolution Adopting Fees with respect to a Peddler's License

Ms. Teppen explained that per Council direction any student who resides in the City or any student that attends a school located in the City or any student attending a school inside or outside the City operated by a school district that has at least one school located within the City would be exempt from the licensing requirements. She noted fees associated with the license were also proposed for Council consideration.

Councilmember Grannis suggested that the fees be added to the schedule that is updated annually.

Councilmember Piekarski Krech asked if the fees would adequately cover the costs.

Mr. Lynch stated that staff believes the fees will cover costs and noted that staff would monitor the situation and advise the Council if the fees need to be adjusted.

Motion by Klein, second by Madden, to adopt Ordinance No. 1194 Establishing Requirements for Peddlers and Solicitors and to approve Resolution No. 09-152 Adopting Fees with respect to a Peddler's License

Ayes: 5

Nays: 0 Motion carried.

H. CITY OF INVER GROVE HEIGHTS; Consider Third Reading of an Ordinance Establishing Regulations relating to Graffiti

Mr. Kuntz stated no changes had been made since the second reading of the ordinance.

Motion by Klein, second by Madden, to adopt Ordinance No. 1195 Establishing Regulations relating to Graffiti

Ayes: 5

Nays: 0 Motion carried.

PUBLIC WORKS:

I. CITY OF INVER GROVE HEIGHTS; Consider Appointment of Alternate to the Gun Club Lake Watershed Management Organization Board

Mr. Thureen explained that the three-year term for the alternate position has expired.

Councilmember Piekarski Krech stated that Mr. Huffman will be very busy with his duties on Parks and Recreation Advisory Commission.

Councilmember Grannis asked what area of the City this organization applies to.

Mr. Thureen responded it is a small portion of the West side of the city.

Councilmember Grannis noted that Mr. Cederberg lived closer to the watershed.

Councilmember Madden stated he would like to see Mr. Huffman appointed because he likes his positive attitude.

Motion by Piekarski Krech, second by Grannis, to appoint Mr. Allan Cederberg as alternate to the Gun Club Lake Watershed Management Organization Board

Ayes: 3

Nays: 2 (Klein, Madden) Motion carried.

J. CITY OF INVER GROVE HEIGHTS; Clayton Avenue Boulevard Restoration

Mr. Thureen stated that staff recommended seeding options be considered for boulevard restoration because of the deep rooting that would occur within the topsoil and the use of alkali seed mixtures would also resist the affects of road salt. He noted that the use of compost/topsoil mix provides an advantage to retain moisture and promote seed germination and turf growth.

Councilmember Madden asked if a completion date could be identified in the contract and if the contractor offered a warranty for the work.

Mr. Thureen responded that the City would pay for any warranty beyond thirty days. He indicated that staff could ask the contractor to amend the proposal to include a completion date.

Councilmember Madden stated he would like to know what a one year warranty cost.

Councilmember Piekarski Krech commented that the work should be done in September or October to make sure that extreme heat is not a factor.

Mayor Tourville asked that staff obtain a project timeline and warranty information from the contractor.

Motion by Piekarski Krech, second by Madden, to approve Option 2 and authorize Windscares to vegetate the East boulevard of Clayton Avenue from 67th Street to 75th Street in the amount of \$9,777.60

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR AND COUNCIL COMMENTS:

Councilmember Piekarski Krech asked who was responsible for construction at 80th and Robert Street. She stated that the area has not been signed appropriately.

Mr. Thureen responded that the City was the lead agency for the project and he would look into additional

signage.

Councilmember Grannis asked Mr. Link to move the water testing program for the southern part of the City up on the priority list because he would like to see it done in the near future.

9. ADJOURN: Motion by Piekarski Krech, second by Grannis, to adjourn. The meeting was adjourned by a unanimous vote at 9:30 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: August 10, 2009
 Item Type: Consent
 Contact: Cathy Shea 651-450-2521
 Prepared by: Cathy Shea Asst. Finance Director
 Reviewed by: N/A

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

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of July 23, 2009 to August 5, 2009.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending August 5, 2009. The detail of these disbursements is attached to this memo.

General & Special Reveune	\$100,501.87
Debt Service & Capital Projects	861,744.99
Enterprise & Internal Service	69,466.79
Escrows	14,009.61
	<hr/>
Grand Total for All Funds	<u><u>\$1,045,723.26</u></u>

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

Attached to this summary for your action is a resolution approving the disbursements for the period July 23, 2009 to August 5, 2009 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING AUGUST 5, 2009**

WHEREAS, a list of disbursements for the period ending August 5, 2009 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	\$ 100,501.87
Debt Service & Capital Projects	861,744.99
Enterprise & Internal Service	69,466.79
Escrow	14,009.61
 Grand Total for All Funds	 <u>\$ 1,045,723.26</u>

Adopted by the City Council of Inver Grove Heights this 10th day of August, 2009.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy City Clerk

City of Inver Grove Heights
CHECK REGISTER BY FUND

Prepared: 08/05/2009, 11:45:11
Program: GM179L
Bank: 00 City of Inver Grove Heights

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/29/2009	95505	ACE PAINT & HARDWARE	cust 1126	101-6000-451.60-66		7/2009	36.83
			cust 1126	101-6000-451.60-66		7/2009	54.93
						* Total	91.76
07/29/2009	95510	BAARS MECHANICAL, INC.	city of inver grove hgts	101-6000-451.40-40		7/2009	270.44
						* Total	270.44
07/29/2009	95511	BEST BUY BUSINESS ADVAN	cust 12842	101-4000-421.60-40		7/2009	321.35
						* Total	321.35
07/29/2009	95512	BLOOMINGTON SECURITY SO	city of inver grove hgts	101-6000-451.60-66		7/2009	125.00
						* Total	125.00
07/29/2009	95514	CARLSON, ERIC	parking fee	101-6000-451.50-65		7/2009	7.00
						* Total	7.00
07/29/2009	95522	DANNER LANDSCAPING	city of inver grove	101-6000-451.60-16		7/2009	26.72
						* Total	26.72
07/29/2009	95523	DAPPEN LANDSCAPES	city of inver grove	101-6000-451.40-47		7/2009	185.00
						* Total	185.00
07/29/2009	95525	DIAMOND MOWERS INC	cust city of inver	101-5200-443.40-46		7/2009	2,137.50
						* Total	2,137.50
07/29/2009	95526	ENVIRONMENTAL SYSTEMS I	city of inver grove hgts	101-5200-443.40-46		7/2009	3,780.75
						* Total	3,780.75
07/29/2009	95528	G & K SERVICES	acct 7494701	101-5200-443.60-45		7/2009	49.49
			acct 7494701	101-6000-451.60-45		7/2009	54.67
						* Total	104.16
07/29/2009	95529	G.A. THOMPSON CO/ADJUST	city of inver grove hgts	101-4000-421.60-65		7/2009	350.00
						* Total	350.00
07/29/2009	95532	GERTENS	cust 103566	101-6000-451.40-47		7/2009	1,280.36
			cust 103566	101-6000-451.60-65		7/2009	51.30-
			cust 103566	101-6000-451.60-65		7/2009	280.23
						* Total	1,509.29
07/29/2009	95536	GREENER SOLUTIONS	city of inver grove hgts	101-6000-451.60-40		7/2009	180.20
						* Total	180.20
07/29/2009	95543	JRK SEED & TURF SUPPLY	city of inver grove hgts	101-6000-451.60-35		7/2009	342.00
						* Total	342.00
07/29/2009	95544	JTD INC SPORTS TURF SPE	city of inver grove hgts	101-6000-451.60-30		7/2009	5,217.71
						* Total	5,217.71
07/29/2009	95545	JUCKEL LAWN CARE & SNOW	city of inver grove hgts	101-3300-419.30-70		7/2009	235.13
			city of inver grove hgts	101-3300-419.30-70		7/2009	325.97
						* Total	561.10

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/29/2009	95546	KIRSTIN BARNES	city of inver grove htgs	101-1100-413.30-70		7/2009 * Total	900.00 900.00
07/29/2009	95549	LOCAL GOVERNMENT INFORM	city of inver grove htgs	101-4000-421.70-30		7/2009 * Total	3,780.00 3,780.00
07/29/2009	95550	LYNCH, JOE	breakfast - meeting	101-1100-413.50-75		7/2009 * Total	13.62 13.62
07/29/2009	95554	MIDWEST CHILDREN'S RESO	city of inver grove htgs	101-4000-421.30-70		7/2009 * Total	31.95 31.95
07/29/2009	95555	MN CONWAY FIRE & SAFETY	city of inver grove htgs	101-4200-423.30-70		7/2009 * Total	201.44 236.14 437.58
07/29/2009	95557	MN GLOVE & SAFETY, INC.	city of inver grove htgs	101-6000-451.60-45		7/2009 * Total	74.34 74.34
07/29/2009	95560	MN LIFE INSURANCE CO	policy 27324	101-0000-203.09-00		7/2009	1,845.73
			policy 27324	101-1100-413.20-62		7/2009	76.23
			policy 27324	101-2000-415.20-62		7/2009	93.02
			policy 27324	101-3000-419.20-62		7/2009	29.24
			policy 27324	101-3200-419.20-62		7/2009	40.34
			policy 27324	101-3300-419.20-62		7/2009	57.37
			policy 27324	101-4000-421.20-62		7/2009	467.65
			policy 27324	101-4200-423.20-62		7/2009	31.83
			policy 27324	101-5000-441.20-62		7/2009	22.67
			policy 27324	101-5100-442.20-62		7/2009	117.10
			policy 27324	101-5200-443.20-62		7/2009	74.41
			policy 27324	101-6000-451.20-62		7/2009	91.93
						* Total	2,947.52
07/29/2009	95561	MN LOCKS	city of inver grove htgs	101-4000-421.60-65		7/2009 * Total	11.07 11.07
07/29/2009	95563	MRPA	attende; m. borgwardt	101-6000-451.50-80		7/2009 * Total	39.00 39.00
07/29/2009	95565	NATURE CALLS, INC.	city of inver grove htgs	101-6000-451.40-65		7/2009	282.06
			city of inver grove htgs	101-6000-451.40-65		7/2009 * Total	282.06 564.12
07/29/2009	95566	NEXTEL COMMUNICATIONS	acct 487383319	101-6000-451.50-20		7/2009 * Total	409.83 409.83
07/29/2009	95567	NEXTEL COMMUNICATIONS	acct 573073317	101-1100-413.50-20		7/2009 * Total	37.87 37.87
07/29/2009	95571	OLSEN FIRE INSPECTION,	city of inver grove htgs	101-6000-451.50-55		7/2009 * Total	295.00 295.00
07/29/2009	95574	PRAIL, RYAN V	food - maag training	101-4000-421.50-75		7/2009	12.08

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/29/2009	95577	QWEST	acct 6515520672	101-6000-451.50-20		* Total	12.08
						7/2009	41.43
						* Total	41.43
07/29/2009	95578	QWEST	acct 6514530219	101-6000-451.50-20		7/2009	41.43
						* Total	41.43
07/29/2009	95582	SOUTH ST PAUL STEEL SUP	city of inver grove hgts	101-6000-451.60-40		7/2009	45.27
						* Total	45.27
07/29/2009	95585	TDS METROCOM	acct 6515540132	101-4000-421.50-20		7/2009	130.27
			acct 6515540132	101-4200-423.50-20		7/2009	185.17
			acct 6515540132	101-6000-451.50-20		7/2009	45.68
						* Total	361.12
07/29/2009	95589	TWIN CITIES OCCUPATIONA	acct n261251001589	101-1100-413.30-50		7/2009	105.00
						* Total	105.00
07/29/2009	95590	UNITED WAY	city of inver grove hgts	101-0000-203.13-00		7/2009	178.00
						* Total	178.00
07/29/2009	95593	USA MOBILITY WIRELESS I	acct 61192662	101-4000-421.50-20		7/2009	14.56
						* Total	14.56
07/29/2009	95595	VERMEER SALES & SERVICE	acct 2556007	101-6000-451.40-50		7/2009	1,816.88
			acct 2556007	101-6000-451.40-50		7/2009	1,094.52
						* Total	2,911.40
07/29/2009	95596	VIKING PAINTS, INC.	cust cig50	101-6000-451.60-16		7/2009	535.31
						* Total	535.31
07/29/2009	95598	WAL-MART BUSINESS	acct6032202530257113	101-4000-421.60-65		7/2009	25.03
						* Total	25.03
07/29/2009	95599	MAUSAU TILE INC	city of inver grove hgts	101-6000-451.60-66		7/2009	276.58
						* Total	276.58
07/29/2009	95601	WINDSCAPES	city of inver grove hgts	101-6000-451.40-47		7/2009	256.40
						* Total	256.40
07/29/2009	95603	XCEL ENERGY	acct 5147791673	101-6000-451.40-10		7/2009	109.69
			acct 5147791673	101-6000-451.40-20		7/2009	1,278.13
						* Total	1,387.82
07/29/2009	95604	YUCKOS INC	city of inver grove hgts	101-6000-451.60-11		7/2009	245.00
						* Total	245.00
08/05/2009	95608	ACE PAINT & HARDWARE	cust 1126	101-4000-421.60-65		8/2009	7.44
			15949	101-5200-443.60-16		8/2009	24.03
			15961	101-5200-443.60-16		8/2009	16.42
						* Total	47.89

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08/05/2009	95613	AFOM	inver grove hgts pd	101-4000-421.50-80		8/2009 * Total	1,275.00 1,275.00
08/05/2009	95615	BITUMINOUS ROADWAYS, IN	inver grove hgts	101-5200-443.60-16		8/2009 * Total	1,335.83 1,335.83
08/05/2009	95622	CITY OF SAINT PAUL	city of inver grove	101-5200-443.60-16		8/2009 * Total	1,845.07 1,845.07
08/05/2009	95629	DAKOTA COMMUNICATIONS C	city of inver grove hgts	101-4000-421.70-30		8/2009 * Total	24,556.00 12,278.00 36,834.00
08/05/2009	95633	EAGAN POLICE DEPARTMENT	city of inver grove hgts	101-4000-421.50-30		8/2009 * Total	135.00 135.00
08/05/2009	95634	EARL F ANDERSEN INC	city of inver grove	101-5200-443.60-16		8/2009 * Total	107.41 107.41
08/05/2009	95637	G & K SERVICES	7494701 - acct	101-5200-443.60-45		8/2009	49.49
			7494701 - acct	101-6000-451.60-45		8/2009 * Total	54.67 104.16
08/05/2009	95640	GRAINGER	acct 855257697	101-4200-423.40-40		8/2009 * Total	91.64 91.64
08/05/2009	95644	IKON OFFICE SOLUTIONS	acct 1452531017392ml	101-6000-451.40-65		8/2009 * Total	29.54 29.54
08/05/2009	95645	INVER GROVE FORD	cust 94917	101-4000-421.70-30		8/2009 * Total	266.88 266.88
08/05/2009	95655	MARINE DOCK & LIFT	city of inver grove hgts	101-6000-451.60-66		8/2009 * Total	3,909.69 3,909.69
08/05/2009	95657	MN CITY/COUNTY MANAGEME	member; jenelle teppen	101-1100-413.50-70		8/2009 * Total	109.00 109.00
08/05/2009	95658	MN GLOVE & SAFETY, INC.	cust ctinvp	101-5200-443.60-45		8/2009 * Total	28.86 28.86
08/05/2009	95659	MN NCPERS LIFE INSURANC	city inver grove hgts	101-0000-203.16-00		8/2009 * Total	320.00 320.00
08/05/2009	95660	MUNICIPAL SOFTWARE CORP	city of inver grove hgts	101-3300-419.40-49		8/2009 * Total	7,750.00 7,750.00
08/05/2009	95661	NEXTEL COMMUNICATIONS	acct 634573312	101-3300-419.50-20		8/2009 * Total	211.66 211.66
08/05/2009	95662	NEXTEL COMMUNICATIONS	acct 634573312	101-3300-419.50-20		8/2009 * Total	224.48 224.48

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08/05/2009	95665	OLUND, JIM	water - house fire	101-4200-423.50-80		8/2009 * Total	28.00 28.00
08/05/2009	95677	SMITH-THILL, JUDY	expense report-conference	101-4200-423.50-75		8/2009 * Total	768.01 768.01
08/05/2009	95681	STREICHER'S	cust 285	101-4000-421.60-18		8/2009 * Total	958.66 958.66
08/05/2009	95685	TRACTOR SUPPLY CREDIT P	acct 6035301200183679	101-5200-443.60-16		8/2009	278.95
			acct 6035301200183679	101-5200-443.60-40		8/2009	25.69
			acct 6035301200183679	101-6000-451.60-12		8/2009	588.12
			acct 6035301200183679	101-6000-451.60-40		8/2009 * Total	33.89 926.65
08/05/2009	95696	XCEL ENERGY	acct 5160255967	101-5400-445.40-20		8/2009 * Total	37.36 37.36
08/05/2009	95697	XCEL ENERGY	acct 5183943582	101-5400-445.40-20		8/2009 * Total	35.17 35.17
08/05/2009	95687	TWIN CITIES TOURISM	city of inver grove htgs	68 Checks	** Fund Total		88,568.27
08/05/2009	95678	SPRINGSTED, INC.	city of inver grove htgs	1 Checks	** Fund Total		500.00
				399-9000-570.30-73		8/2009 * Total	15,126.90 15,126.90
08/05/2009	95618	CARL BOLANDER & SONS CO	heritage village park	1 Checks	** Fund Total		15,126.90
				425-5907-725.30-70	0507	8/2009 * Total	1,800.00 1,800.00
08/05/2009	95619	CARL BOLANDER & SONS CO	grading/disc project	2 Checks	** Fund Total		12,655.00
				425-5907-725.30-70	0507	8/2009 * Total	12,655.00 12,655.00
07/29/2009	95556	MN DEPT OF NATURAL RESO	id 2010-0054	2 Checks	** Fund Total		14,455.00
				429-5924-729.70-60	0924	7/2009 * Total	1,000.00 1,000.00
07/29/2009	95580	SHORT ELLIOTT HENDRICKS	city of inver grove htgs	2 Checks	** Fund Total		25,652.86
				429-5924-729.30-70	0924	7/2009 * Total	25,652.86 25,652.86
08/05/2009	95610	ARCON CONSTRUCTION CO I	south grove reconstruct	2 Checks	** Fund Total		26,652.86
				440-5900-740.80-30	0909D	8/2009 * Total	560,964.30 560,964.30
08/05/2009	95663	NORTHWEST SEALING	crack sealing	440-5900-740.40-46	0909A	8/2009	48,681.56

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08/05/2009	95667	PEARSON BROTHERS, INC.	seal coating	440-5900-740.80-30	0909B	8/2009	195,180.91
						* Total	48,681.56
07/29/2009	95532	GERTENS	cust 103566	443-5900-743.60-16	** Fund Total	7/2009	384.11
						* Total	384.11
07/29/2009	95601	WINDSCAPES	city of inver grove hghts	443-5900-743.60-16	** Fund Total	7/2009	299.35
						* Total	299.35
07/29/2009	95505	ACE PAINT & HARDWARE	acct 1126	501-7100-512.60-16	** Fund Total	7/2009	21.36
			acct 1126	501-7100-512.60-16		7/2009	16.02
			acct 1126	501-7100-512.60-16		7/2009	9.60
						* Total	46.98
07/29/2009	95521	DALCO CORPORATION	cust 1020261	501-7100-512.60-11	** Fund Total	7/2009	313.38
						* Total	313.38
07/29/2009	95522	DANNER LANDSCAPING	city of inver grove hghts	501-7100-512.30-70	** Fund Total	7/2009	47.03
07/29/2009	95528	G & K SERVICES	acct 7494701	501-7100-512.60-45	** Fund Total	7/2009	66.18
						* Total	66.18
07/29/2009	95530	GA INDUSTRIES INC	acct 114220518	501-7100-512.40-43	** Fund Total	7/2009	47.64
						* Total	47.64
07/29/2009	95534	GRAINGER	acct 806460150	501-7100-512.40-40	** Fund Total	7/2009	295.51
			acct 806460150	501-7100-512.40-40		7/2009	68.35
						* Total	227.16
07/29/2009	95560	MN LIFE INSURANCE CO	policy 27324	501-7100-512.20-62	** Fund Total	7/2009	52.75
						* Total	52.75
07/29/2009	95585	TDS METROCOM	acct 6515540132	501-7100-512.50-20	** Fund Total	7/2009	267.86
07/29/2009	95587	TKDA	200902185	501-7100-512.30-70	** Fund Total	7/2009	267.86
						* Total	1,234.24
08/05/2009	95607	ACE BLACKTOP, INC.	cust igr001	501-7100-512.40-43	** Fund Total	8/2009	987.00
						* Total	987.00
08/05/2009	95608	ACE PAINT & HARDWARE	cust 1126	501-7100-512.60-16	** Fund Total	8/2009	11.13
			cust 1126	501-7100-512.60-16		8/2009	13.99
						* Total	25.12
08/05/2009	95637	G & K SERVICES	7494701 - acct	501-7100-512.60-45	** Fund Total	8/2009	28.48
						* Total	28.48

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08/05/2009	95640	GRAINGER	cust 806460150	501-7100-512.40-40		* Total	28.48
						8/2009	227.96
						* Total	227.96
08/05/2009	95647	JB CONTROLS, INC.	city of inver grove hgts	501-7100-512.30-70		8/2009	355.83
						* Total	355.83
08/05/2009	95685	TRACTOR SUPPLY CREDIT P	acct 6035301200183679	501-7100-512.60-16		8/2009	32.00
						* Total	32.00
08/05/2009	95688	UNITED PARCEL SERVICE	acct v650v	501-7100-512.60-16		8/2009	12.72
						* Total	12.72
08/05/2009	95692	WATER CONSERVATION SERV	city of inver grove hgts	501-7100-512.30-70		8/2009	6,095.00
						* Total	6,095.00
						** Fund Total	10,067.33
07/29/2009	95528	G & K SERVICES	acct 7494701	502-7200-514.60-45		7/2009	28.36
						* Total	28.36
07/29/2009	95560	MN LIFE INSURANCE CO	policy 27324	502-7200-514.20-62		7/2009	34.04
						* Total	34.04
08/05/2009	95636	FIRST FINANCIAL TITLE	original ck 91548 lost	502-0000-116.00-00		8/2009	189.71
						* Total	189.71
08/05/2009	95637	G & K SERVICES	7494701 - acct	502-7200-514.60-45		8/2009	12.21
						* Total	12.21
08/05/2009	95640	GRAINGER	cust 806460150	502-7200-514.40-42		8/2009	7.46
						* Total	7.46
08/05/2009	95648	KAT-KEY'S LOCK & SAFE C	city of inver grove hgts	502-7200-514.60-16		8/2009	135.00
						* Total	135.00
08/05/2009	95682	THERMA-STOR	cust 73792	502-7200-514.40-43		8/2009	2,179.18
						* Total	2,179.18
						** Fund Total	2,585.96
07/29/2009	95508	ARCTIC GLACIER, INC.	acct 1726134	503-8300-524.60-65		7/2009	140.36
			acct 1726134	503-8300-524.60-65		7/2009	54.60
						* Total	194.96
07/29/2009	95516	COCA COLA BOTTLING COMP	cust 3079049	503-8300-524.76-10		7/2009	443.30
						* Total	443.30
07/29/2009	95517	COLLEGE CITY BEVERAGE	acct 3592	503-8300-524.76-15		7/2009	323.40
						* Total	323.40
07/29/2009	95524	DEX MEDIA EAST	acct 110360619	503-8500-526.50-25		7/2009	75.50

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07/29/2009	95527	G & K SERVICES	acct 0157401	503-8600-527.60-45		* Total	75.50
						7/2009	78.38
						* Total	78.38
07/29/2009	95531	GARY'S PEST CONTROL	city of inver grove hgts	503-8500-526.40-40		7/2009	69.47
						* Total	69.47
07/29/2009	95535	GRANDMA'S BAKERY	acct 24400	503-8300-524.76-05		7/2009	52.11
			acct 24400	503-8300-524.76-05		7/2009	59.66
			acct 24400	503-8300-524.76-05		7/2009	64.44
			acct 24400	503-8300-524.76-05		7/2009	60.42
			acct 24400	503-8300-524.76-05		7/2009	57.65
			acct 24400	503-8300-524.76-05		7/2009	49.34
						* Total	343.62
07/29/2009	95537	HEGGIES PIZZA	acct 1708	503-8300-524.76-05		7/2009	57.75
						* Total	57.75
07/29/2009	95541	JJ TAYLOR DIST. COMPANY	cust 834	503-8300-524.76-15		7/2009	110.80
			acct 834	503-8300-524.76-15		7/2009	80.00
						* Total	190.80
07/29/2009	95548	LITIN	cust inv0200	503-8600-527.60-50		7/2009	1,012.33
						* Total	1,012.33
07/29/2009	95551	M. AMUNDSON LLP	cust 902858	503-8300-524.76-05		7/2009	169.55
						* Total	169.55
07/29/2009	95552	MC MURCHIE, AL	binders & indexes	503-8500-526.60-10		7/2009	15.61
						* Total	15.61
07/29/2009	95560	MN LIFE INSURANCE CO	policy 27324	503-8000-521.20-62		7/2009	10.73
			policy 27324	503-8500-526.20-62		7/2009	24.80
			policy 27324	503-8600-527.20-62		7/2009	41.82
						* Total	77.35
07/29/2009	95573	PERFORMANCE DRAFT BEER	inverwood golf course	503-8300-524.40-42		7/2009	30.00
						* Total	30.00
07/29/2009	95576	PRECISION TURF & CHEMIC	inverwood golf course	503-8600-527.60-30		7/2009	2,359.80
			inverwood golf course	503-8600-527.60-30		7/2009	342.00
						* Total	2,701.80
07/29/2009	95584	SUMMIT FOOD EQUIPMENT S	inverwood golf course	503-8300-524.40-42		7/2009	269.76
						* Total	269.76
07/29/2009	95586	TITLEFIRST	acct 8363124300106	503-8200-523.76-45		7/2009	781.04
						* Total	781.04
07/29/2009	95591	US FOODSERVICE	acct 223000	503-8300-524.60-65		7/2009	593.79
			acct 223000	503-8300-524.76-05		7/2009	719.57
			acct 223000	503-8300-524.76-10		7/2009	117.23

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08/05/2009	95608	ACE PAINT & HARDWARE	cust 1126	503-8500-526.60-65		* Total	1,430.59
						8/2009	2.12
						* Total	2.12
08/05/2009	95611	ARCTIC GLACIER, INC.	acct 1726134	503-8300-524.60-65		8/2009	64.32-
			acct 1726134	503-8300-524.60-65		8/2009	81.40
						* Total	17.08
08/05/2009	95614	BAARS MECHANICAL, INC.	inverwood golf course	503-8500-526.40-40		8/2009	409.64
			inverwood golf course	503-8500-526.40-40		8/2009	337.47
						* Total	747.11
08/05/2009	95623	COCA COLA BOTTLING COMP	outlet 3079049	503-8300-524.76-10		8/2009	536.35
						* Total	536.35
08/05/2009	95624	COVERALL OF THE TWIN CI	acct 2469	503-8500-526.40-40		8/2009	1,122.19
						* Total	1,122.19
08/05/2009	95626	CUSHMAN MOTOR COMPANY I	inverwood golf course	503-8400-525.40-41		8/2009	66.02
						* Total	66.02
08/05/2009	95635	EASY PICKER GOLF PRODUC	cust igc11	503-8100-522.40-42		8/2009	306.67
						* Total	306.67
08/05/2009	95638	G & K SERVICES	cust 01574-01	503-8600-527.60-45		8/2009	84.35
						* Total	84.35
08/05/2009	95641	GRANDMA'S BAKERY	cust 24400	503-8300-524.76-05		8/2009	60.42
			cust 24400	503-8300-524.76-05		8/2009	49.34
			cust 24400	503-8300-524.76-05		8/2009	52.11
			cust 24400	503-8300-524.76-05		8/2009	49.34
			cust 24400	503-8300-524.76-05		8/2009	59.66
						* Total	270.87
08/05/2009	95656	MCMURCHIE, AL	terminal tape	503-8500-526.60-65		8/2009	53.54
						* Total	53.54
08/05/2009	95669	PRECISION TURF & CHEMIC	cust inve01	503-8600-527.60-35		8/2009	1,221.10
						* Total	1,221.10
08/05/2009	95693	TITLEIST	acct 83631243062177124300	503-8200-523.76-45		8/2009	103.55
						* Total	103.55
08/05/2009	95689	US FOODSERVICE	acct 223000	503-8300-524.60-65		8/2009	154.33
			acct 223000	503-8300-524.76-05		8/2009	671.30
			acct 223000	503-8300-524.76-05		8/2009	6.20
						* Total	831.83
08/05/2009	95690	VERIZON WIRELESS	acct 48568913	503-8500-526.50-20		8/2009	8.51
						* Total	8.51
08/05/2009	95693	XCEL ENERGY	acct 5158775121	503-8600-527.40-20		8/2009	2,748.47

City of Inver Grove Heights
CHECK REGISTER BY FUND

Prepared: 08/05/2009, 11:45:11
Program: GM179L
Bank: 00 City of Inver Grove Heights

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
08/05/2009	95694	XCEL ENERGY	acct 5158775110	503-8600-527.40-20		* Total	2,748.47
						8/2009	24.11
						* Total	24.11
08/05/2009	95695	XCEL ENERGY	acct 51575743641	503-8500-526.40-10		8/2009	54.56
			acct 51575743641	503-8500-526.40-20		8/2009	1,576.00
						* Total	1,630.56
07/29/2009	95560	MN LIFE INSURANCE CO	policy 27324	504-6100-452.20-62	R90100	7/2009	68.78
						* Total	68.78
07/29/2009	95568	NEXTEL COMMUNICATIONS	acct 302193319	504-6100-452.50-20	R90100	7/2009	85.38
						* Total	85.38
07/29/2009	95579	SAVE A LIFE	city of inver grove hgts	504-6100-452.30-70	R90100	7/2009	440.00
						* Total	440.00
07/29/2009	95581	SKYHAWKS SPORTS ACADEMY	city of inver grove hgts	504-6100-452.30-70	R41050	7/2009	2,247.50
						* Total	2,247.50
07/29/2009	95592	US POSTMASTER	veterans memorial	504-6100-452.50-35	R90100	7/2009	1,087.00
						* Total	1,087.00
08/05/2009	95625	CROWN TROPHY	inver grove hgts park/rec	504-6100-452.60-09	R50100	8/2009	147.06
						* Total	147.06
08/05/2009	95644	IKON OFFICE SOLUTIONS	acct 1452531017392ml	504-6100-452.40-65	R90100	8/2009	265.88
						* Total	265.88
08/05/2009	95646	INVER GROVE STORAGE & R	city of inver grove hgts	504-6100-452.40-65	R30720	8/2009	133.44
						* Total	133.44
08/05/2009	95666	ORIENTAL TRADING COMPAN	city of inver grove hgts	504-6100-452.60-09	R30720	8/2009	151.45
						* Total	151.45
08/05/2009	95670	RICHARDS, BRIAN	city of inver grove hgts	504-6100-452.30-70	R20680	8/2009	270.00
						* Total	270.00
08/05/2009	95675	SIGNATURE CONCEPTS	acct 27670	504-6100-452.60-45	R20680	8/2009	455.00
						* Total	455.00
08/05/2009	95676	STIMLEY SOCCER BOOSTER C	city of inver grove hgts	504-6100-452.30-70	R41050	8/2009	210.00
						* Total	210.00
07/27/2009	95503	WASHINGTON COUNTY PARKS	city of inver grove hgts	505-6200-453.50-90	C65100	7/2009	10.00
						* Total	10.00
07/29/2009	95504	ABRAHAMSON, TAMMY	mileage	505-6200-453.50-65	C16000	7/2009	11.98
					** Fund Total		5,561.49

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/29/2009	95504	ABRAHAMSON, TAMMY	birthday supplies	505-6200-453.76-05	C16000	7/2009 * Total	23.50 35.48
07/29/2009	95505	ACE PAINT & HARDWARE	acct 1126 acct 1126	505-6200-453.60-16 505-6200-453.60-16	C21000 C25000	7/2009 7/2009 * Total	25.62 18.16 43.78
07/29/2009	95506	AMERICAN RED CROSS	acct x10866 acct x10866 acct x10866 acct x10866	505-6200-453.60-18 505-6200-453.60-18 505-6200-453.60-18 505-6200-453.60-18	C50000 C50000 C50000 C50000	7/2009 7/2009 7/2009 7/2009 * Total	50.00 15.00 28.00 87.00 6.00
07/29/2009	95507	APEC	veterans memorial	505-6200-453.60-16	C21000	7/2009 * Total	179.44 179.44
07/29/2009	95518	COMCAST	acct 8772105910127188	505-6200-453.50-70	C10000	7/2009 * Total	179.01 179.01
07/29/2009	95519	DAKOTA CITY CONCILIATION	michael hansen	505-6200-453.70-60	C10000	7/2009 * Total	75.00 75.00
07/29/2009	95520	DAKOTA CITY CONCILIATION	ginger krech	505-6200-453.70-60	C10000	7/2009 * Total	75.00 75.00
07/29/2009	95533	GLEWE DOORS	city of inver grove hgts	505-6200-453.60-16	C21000	7/2009 * Total	315.28 315.28
07/29/2009	95534	GRAINGER	acct 806460150	505-6200-453.60-16	C25000	7/2009 * Total	67.61 67.61
07/29/2009	95539	HILLYARD INC	cust 267670	505-6200-453.60-11	C25000	7/2009 * Total	100.89 100.89
07/29/2009	95553	MENARDS - WEST ST. PAUL	acct 30170270	505-6200-453.60-16	C25000	7/2009 * Total	116.08 116.08
07/29/2009	95560	MN LIFE INSURANCE CO	policy 27324	505-6200-453.20-62	C70000	7/2009 * Total	111.54 111.54
07/29/2009	95562	MONEY MAILER OF THE TWI	city of inver grove hgts	505-6200-453.50-25	C91000	7/2009 * Total	400.00 400.00
07/29/2009	95567	NEXTEL COMMUNICATIONS	acct 573073317	505-6200-453.50-20	C25000	7/2009 * Total	376.04 376.04
07/29/2009	95569	NOVOPRINT USA, INC.	veterans memorial comm ct	505-6200-453.50-25	C91000	7/2009 * Total	295.00 295.00
07/29/2009	95572	OXYGEN SERVICE COMPANY,	acct 09684	505-6200-453.60-65	C16000	7/2009 * Total	12.14 12.14
07/29/2009	95585	TDS METROCOM	acct 6515540132	505-6200-453.50-20	C10000	7/2009	136.03

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/29/2009	95592	US POSTMASTER	veterans memorial	505-6200-453.50-35	C95000	7/2009 * Total	1,087.00 1,087.00
07/29/2009	95597	VISTAR CORPORATION	acct 10095779	505-6200-453.60-65	C30200	7/2009 * Total	283.42 283.42
08/05/2009	95608	ACE PAINT & HARDWARE	cust 1126	505-6200-453.60-65	C51000	8/2009 * Total	68.23 68.23
08/05/2009	95621	CHOJNACKI, KEVIN	refund class canceled	505-0000-352.35-00	C40000	8/2009 * Total	25.00 25.00
08/05/2009	95623	COCA COLA BOTTLING COMP	outlet 3291552	505-6200-453.76-10	C30200	8/2009 * Total	365.00 365.00
08/05/2009	95628	DAIRY QUEEN	veterans memorial	505-6200-453.76-05	C16000	8/2009 * Total	556.97 556.97
08/05/2009	95644	IKON OFFICE SOLUTIONS	acct 1452531017392ml	505-6200-453.40-65	C10000	8/2009 * Total	439.26 439.26
08/05/2009	95651	LARSON, SAM	jello - kids rock	505-6200-453.60-65	C65100	8/2009 * Total	8.70 8.70
08/05/2009	95652	LILLIE SUBURBAN NEWSPAP	acct 9587	505-6200-453.50-25	C91000	8/2009 * Total	197.40 197.40
08/05/2009	95664	OFFICE DEPOT	acct 6011568510088883	505-6200-453.60-40	C10000	8/2009 * Total	90.73 90.73
08/05/2009	95666	ORIENTAL TRADING COMPAN	city of inver grove hghts	505-6200-453.60-65	C10100	8/2009 * Total	100.00 100.00
08/05/2009	95673	ROACH, RICK	mileage	505-6200-453.50-65	C25000	8/2009 * Total	40.70 40.70
08/05/2009	95685	TRACTOR SUPPLY CREDIT P	acct 6035301200183679	505-6200-453.60-16	C21000	8/2009 * Total	44.79 44.79
08/05/2009	95691	VISTAR CORPORATION	cust 10130236	505-6200-453.60-65	C65100	8/2009 * Total	30.59 30.59
07/29/2009	95560	MN LIFE INSURANCE CO	policy 27324	602-2100-415.20-62	** Fund Total	7/2009 * Total	5,872.11 2.07 2.07
07/29/2009	95509	ASTLEFORD INT'L & ISUZU	cust 1454	603-0000-145.50-00	** Fund Total	7/2009 * Total	2.07 114.23 114.23

City of Inver Grove Heights
CHECK REGISTER BY FUND

Prepared: 08/05/2009, 11:45:11
Program: GM179L
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CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/29/2009	95513	BOYER TRUCKS - PARTS DI	cust c20390	603-5300-444.40-41		7/2009 * Total	96.27 96.27
07/29/2009	95515	CARQUEST OF ROSEMOUNT	cust 614420 cust 614420 cust 614420	603-0000-145.50-00 603-5300-444.40-41 603-5300-444.40-41		7/2009 7/2009 7/2009 * Total	5.28 2.44 7.35 15.07
07/29/2009	95528	G & K SERVICES	acct 7494701 acct 7494701	603-5300-444.40-65 603-5300-444.60-45		7/2009 7/2009 * Total	108.94 41.51 150.45
07/29/2009	95547	LANGULA HARDWARE INC	city of inver grove	603-5300-444.40-41		7/2009 * Total	171.60 171.60
07/29/2009	95560	MN LIFE INSURANCE CO	policy 27324	603-5300-444.20-62		7/2009 * Total	22.25 22.25
07/29/2009	95564	MTI DISTRIBUTING CO	cust 91180	603-5300-444.40-41		7/2009 * Total	24.89 24.89
07/29/2009	95570	NS/I MECHANICAL CONTRAC	city of inver grove	603-5300-444.40-40		7/2009 * Total	234.22 234.22
07/29/2009	95583	ST. JOSEPH EQUIPMENT, I	cust s10930 cust s10930	603-5300-444.40-41 603-5300-444.40-41		7/2009 7/2009 * Total	120.76 195.50 316.26
07/29/2009	95588	TOTAL CONSTRUCTION & EQ	city of inver grove hgts	603-5300-444.40-40		7/2009 * Total	188.71 188.71
07/29/2009	95600	WESTERN PETROLEUM COMPA	acct 42140 acct 42140	603-0000-145.50-00 603-5300-444.60-22		7/2009 7/2009 * Total	562.42 41.93 604.35
08/05/2009	95608	ACE PAINT & HARDWARE	cust 1126	603-5300-444.40-41		8/2009 * Total	22.32 22.32
08/05/2009	95609	ALTERNATORS STARTERS &	city of inver grove hgts	603-5300-444.40-41		8/2009 * Total	104.74 104.74
08/05/2009	95612	ARROW MOWER, INC.	inver grove hts	603-5300-444.40-41		8/2009 * Total	29.06 29.06
08/05/2009	95616	BOYER TRUCKS - PARTS DI	inverwood golf course	603-5300-444.40-41		8/2009 * Total	231.13 231.13
08/05/2009	95617	C.J. SPRAY, INC.	city of inver grove city of inver grove	603-5300-444.40-41 603-5300-444.40-41		8/2009 8/2009 * Total	220.70 397.25 617.95
08/05/2009	95620	CARQUEST OF ROSEMOUNT	acct 614420 acct 614420	603-0000-145.50-00 603-0000-145.50-00		8/2009 8/2009	158.77 20.69

City of Inver Grove Heights
CHECK REGISTER BY FUND

Prepared: 08/05/2009, 11:45:11
Program: GMI79L
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CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/YEAR	AMOUNT
08/05/2009	95620	CARQUEST OF ROSEMOUNT	acct 614420	603-5300-444.60-40		8/2009	19.08
			acct 614420	603-5300-444.40-41		8/2009	53.74
			acct 614420	603-5300-444.40-41		8/2009	94.58
			acct 614420	603-5300-444.40-41		8/2009	60.90
						* Total	407.76
08/05/2009	95627	CUSTOM HOSE TECH	city of inver grove	603-5300-444.40-41		8/2009	69.59
						* Total	69.59
08/05/2009	95632	DOWNTOWN COLLISION	city of inver grove hghts	603-5300-444.40-41		8/2009	561.18
						* Total	561.18
08/05/2009	95637	G & K SERVICES	7494701 - acct	603-5300-444.40-65		8/2009	108.94
			7494701 - acct	603-5300-444.60-45		8/2009	95.36
						* Total	204.30
08/05/2009	95639	GALLS INC	acct 1931021	603-5300-444.80-70		8/2009	1,714.19
						* Total	1,714.19
08/05/2009	95642	GREENER SOLUTIONS	city of inver grove hghts	603-5300-444.40-41		8/2009	233.64
						* Total	233.64
08/05/2009	95643	HARTLAND FUEL PRODUCTS	cust 382510001	603-0000-145.60-00		8/2009	9,123.22
			cust 382510001	603-0000-145.60-00		8/2009	5,878.28
						* Total	15,001.50
08/05/2009	95645	INVER GROVE FORD	cust 94917	603-5300-444.40-41		8/2009	18.16
						* Total	18.16
08/05/2009	95650	KIMBALL MIDWEST	acct 222006	603-5300-444.60-12		8/2009	171.86
			acct 222006	603-5300-444.60-40		8/2009	278.19
						* Total	450.05
08/05/2009	95679	ST. JOSEPH EQUIPMENT, I	acct si0930	603-5300-444.40-41		8/2009	14.75
						* Total	14.75
08/05/2009	95685	TRACTOR SUPPLY CREDIT P	acct 6035301200183679	603-5300-444.60-12		8/2009	5.98
						* Total	5.98
08/05/2009	95686	TURFWERKS	cust t11270	603-5300-444.40-41		8/2009	83.63
						* Total	83.63
07/29/2009	95560	MN LIFE INSURANCE CO	Policy 27324	604-2200-416.20-62		7/2009	.94
						* Total	.94
07/29/2009	95575	PRECISION DATA SYSTEMS	bar code/indicia/#10 envs	604-2200-416.60-10		7/2009	1,322.85
						* Total	1,322.85
08/05/2009	95664	OFFICE DEPOT	acct 6011568510088883	604-2200-416.60-10		8/2009	89.19
						* Total	89.19
				28 Checks	** Fund Total		21,708.23

CHECK DATE	CHECK NUMBER	CHECK VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
08/05/2009	95668	PRECISION DATA SYSTEMS	streets- copy paper	604-2200-416.60-05		8/2009 * Total	280.99 280.99
4 Checks ** Fund Total							1,693.97
07/27/2009	95502	US POSTMASTER	city of inver grove hgts	605-3100-419.50-35		7/2009 * Total	1,317.77 1,317.77
07/29/2009	95539	HILLYARD INC	acct 274069	605-3100-419.60-11		7/2009 7/2009 * Total	40.61- 40.85 .24
07/29/2009	95560	MN LIFE INSURANCE CO	policy 27324	605-3100-419.20-62		7/2009 * Total	7.96 7.96
07/29/2009	95585	TDS METROCOM	acct 6515540132	605-3100-419.50-20		7/2009 * Total	439.40 439.40
08/05/2009	95653	LONE OAK COMPANIES	city of inver grove hgts	605-3100-419.50-35		8/2009 * Total	458.20 458.20
08/05/2009	95674	SAM'S CLUB	acct 7715090063580633	605-3100-419.60-11		8/2009 * Total	59.72 59.72
08/05/2009	95680	STANLEY ACCESS TECH LLC	cust 10245134	605-3100-419.40-40		8/2009 * Total	215.00 215.00
7 Checks ** Fund Total							2,498.29
07/29/2009	95540	INTEGRA TELECOM	acct 2129	606-1400-413.60-41		7/2009 * Total	11,553.34 11,553.34
07/29/2009	95560	MN LIFE INSURANCE CO	policy 27324	606-1400-413.20-62		7/2009 * Total	8.51 8.51
07/29/2009	95594	VERIZON WIRELESS	acct 2805815020001	606-1400-413.50-20		7/2009 * Total	32.39 32.39
08/05/2009	95672	RJS SOFTWARE SYSTEMS, I	city of inver grove hgts	606-1400-413.40-44		8/2009 * Total	1,277.06 1,277.06
4 Checks ** Fund Total							12,871.30
07/29/2009	95538	HEIKES FARMS	hydrant rental	702-0000-229.43-00		7/2009 * Total	919.66 919.66
07/29/2009	95602	WRIGHT COUNTY SHERIFF'S	jon cody cordell	702-0000-229.10-00		7/2009 * Total	200.00 200.00
07/30/2009	95606	BRONSON, TROY	hydrant rental	702-0000-229.43-00		7/2009 * Total	919.66 919.66
08/05/2009	95630	DAKOTA CTY SHERIFF'S DE	gloria jean lawler	702-0000-229.02-00		8/2009	300.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
08/05/2009	95631	DAKOTA CITY SHERIFF'S DE	ismael ramirez yiorato	702-0000-229.02-00		8/2009 * Total	300.00 300.00
08/05/2009	95649	KENNEDY & GRAVEN	city of inver grove hgts	702-0000-229.22-00		8/2009 * Total	123.00 123.00
08/05/2009	95654	LOYAL ORDER OF MOOSE LO	excrow release	702-0000-229.12-00		8/2009 * Total	9,461.43 9,461.43
08/05/2009	95671	RIES, GREGORY	balance in account	702-0000-228.32-00		8/2009 * Total	1,746.64 1,746.64
				8 Checks	** Fund Total		13,970.39
07/29/2009	95542	JR'S APPLIANCE DISPOSAL	inver grove hgts	703-5500-446.40-25		7/2009 * Total	37.00 37.00
07/29/2009	95560	MN LIFE INSURANCE CO	policy 27324	703-5500-446.20-62		7/2009 * Total	2.22 2.22
				2 Checks	** Fund Total		39.22
				236 Checks	*** Bank Total		1,045,723.26
			236 Checks	*** Grand Total			1,045,723.26

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Payment #1 for Heritage Village Park Contract with Carl Bolander and Sons (Disc Work) City Project 2005-07

Meeting Date: August 10, 2009
Item Type: Consent Agenda
Contact: Eric Carlson – 651.450.2587
Prepared by: Eric Carlson
Reviewed by: Eric Carlson – Parks & Recreation

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

PURPOSE/ACTION REQUESTED

Approve final pay voucher in the amount of \$12,655.

The payment is funded by the Park Development and Acquisition Fund (Fund 402) City Project 2005-07

SUMMARY

On November 10, 2008, the Council approved a hourly not to exceed contract with Carl Bolander and Sons for site preparation of Heritage Village Park grading\disc operations. With the completion of the approximately 15 acres of natural prairie, the contractor is submitting a request for payment for work performed.

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAYMENT VOUCHER

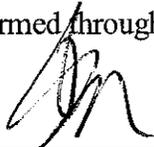
ESTIMATE NO. Payment #1
DATE: August 3, 2009
PERIOD ENDING: July 31, 2009
CONTRACT: Heritage Village Park Disc Work
PROJECT NO: 2005-07

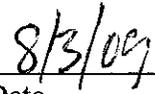
TO: Carl Bolander and Sons Inc
 Attn: Tim Gillen
 251 Starkey St
 PO Box 7216
 St Paul MN 55107.

A. Original Contract Amount \$20,000
B. Total Addition (Change Order No. 1)..... \$0.00
C. Total DeductionsNA
D. TOTAL CONTRACT AMOUNT..... \$20,000
E. TOTAL VALUE OF WORK TO DATE \$12,655
F. LESS RETAINED 0%..... \$0
G. Less Previous Payment \$0.00
H. TOTAL APPROVED FOR PAYMENT THIS VOUCHER..... \$12,655
I. TOTAL PAYMENTS INCLUDING THIS VOUCHER \$12,655

APPROVALS:

Pursuant to our field observations, I hereby recommend for payment the above stated amount for work performed through August 3, 2009.

Signed by:  _____

 _____
Date

Signed by: _____

George Tourville, Mayor

Date

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Payment Voucher No. 1 for City Project No. 2009-09A – Cracksealing

Meeting Date: August 10, 2009
Item Type: Consent
Contact: Thomas J. Kaldunski, 651.450.2572 *DK*
Prepared by: Thomas J. Kaldunski, City Engineer
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: Pavement Management Fund

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 1 for City Project No. 2009-09A – Cracksealing.

SUMMARY

The improvements were included as part of the 2009 Pavement Management Program. The contract was awarded in an amount of \$57,243.75 to Northwest Sealing on May 26, 2009.

Engineering recommends approving Pay Voucher No. 1 in the amount of \$48,681.56, for City Project No. 2009-09A – Cracksealing.

TJK/kf
Attachment: Pay Voucher No. 1

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No. 1 and Pay Voucher No. 1 for City Project No. 2009-09B – Sealcoating

Meeting Date: August 10, 2009
 Item Type: Consent *PK*
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director *SDT* *ST*

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 Change Order No. 1 and Pay Voucher No. 1 for City Project No. 2009-09B – Sealcoating.

SUMMARY

The improvements were included as part of the 2009 Pavement Management Program. The contract was awarded in an amount of \$135,441.49 to Pearson Brothers, Inc. on May 26, 2009.

Change Order No. 1, in the amount of \$71,962.10 is for quantity increases due to math errors in the bid quantities.

Engineering recommends approval of Change Order No. 1 in the amount of \$71,962.10 (for a revised contract amount of \$207,403.59) and approval of Pay Voucher No. 1 in the amount of \$195,180.91, for City Project No. 2009-09B – Sealcoating.

TJK/kf
 Attachment: Change Order No. 1
 Pay Voucher No. 1

CONSTRUCTION PAY VOUCHER

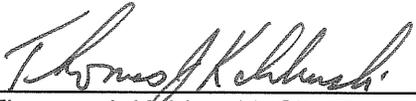
ESTIMATE NO: 1
DATE: August 4, 2009
PERIOD ENDING: July 31, 2009
CONTRACT: 2009 Pavement Management Program
PROJECT NO: 2009-09B - Sealcoating

TO: Pearson Brothers, Inc.
11079 Lamont Avenue NE
Hanover, MN 55341

Original Contract Amount..... \$135,441.49
Total Addition \$71,962.10
Total Deduction..... \$0.00
Total Contract Amount \$207,403.59
Total Value of Work to Date \$205,453.59
Less Retained (5%) \$10,272.68
Less Previous Payment \$0.00
Total Approved for Payment this Voucher..... \$195,180.91
Total Payments including this Voucher \$195,180.91

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above stated amount for work performed through July 31, 2009.

Signed by:  August 4, 2009
Thomas J. Waldunski, City Engineer

Signed by: _____
Pearson Brothers, Inc. Date

Signed by: _____
George Tourville, Mayor August 10, 2009

2009 PAVEMENT MANAGEMENT PROGRAM
 CITY OF INVER GROVE HEIGHTS
 2009 SEALCOAT PROJECT
 CITY PROJECT NO. 2009-09B

BASE BID

ITEM NO.	MN/DOT NO.	DESCRIPTION	UNITS	ESTIMATED QUANTITY	QUANTITY TO DATE	UNIT PRICE	TOTAL ESTIMATED COST	CONTRACT COST TO DATE
1	2123.610	STREET SWEEPING	HR	36		\$ 50.00	\$ 1,800.00	\$ -
2	2356.505	BITUMINOUS MATERIAL FOR SEAL COAT	GAL	24,583	40,193	\$ 2.25	\$ 55,311.75	\$ 90,434.25
3	2356.602	SEAL COAT AGGREGATE (FA-2 CLASS A)	SY	98,331	160,771	\$ 0.59	\$ 58,015.29	\$ 94,854.89
4	SPECIAL	WATER USAGE ALLOWANCE	LS	1		\$ 150.00	\$ 150.00	\$ -
5	2563.601	TRAFFIC CONTROL	LS	1	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
BASE BID SUBTOTAL:							\$ 117,277.04	\$ 187,289.14

BID ALTERNATE 2 - CUL-DE-SAC SEAL COATING

ITEM NO.	MN/DOT NO.	DESCRIPTION	UNITS	ESTIMATED QUANTITY	QUANTITY TO DATE	UNIT PRICE	TOTAL ESTIMATED COST	CONTRACT COST TO DATE
2	2356.505	BITUMINOUS MATERIAL FOR SEAL COAT	GAL	3,389	3,389	\$ 3.00	\$ 10,167.00	\$ 10,167.00
3	2356.602	SEAL COAT AGGREGATE (FA-2 CLASS A)	SY	13,555	13,555	\$ 0.59	\$ 7,997.45	\$ 7,997.45
ALTERNATE 2 SUBTOTAL:							\$ 18,164.45	\$ 18,164.45

ORIGINAL CONTRACT AMOUNT: \$ 135,441.49

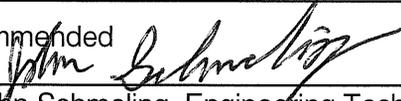
CHANGE ORDER 1: \$ 71,962.10

CONTRACT AMOUNT WITH CHANGE ORDER: \$ 207,403.59

CONTRACT WORK COMPLETED TO DATE: \$ 205,453.59
RETAINAGE (5%): \$ 10,272.68
PREVIOUS PAYMENTS: \$ -
PAYMENT #1 TOTAL: \$ 195,180.91

CHANGE ORDER NO. 1

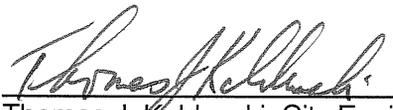
**2009 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2009-09B
SEAL COAT**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: August 4, 2009
Contractor: Pearson Brothers, Inc.. 11079 Lamont Ave NE Hanover, MN 55341	Engineer: City Engineer
<p><u>PURPOSE OF CHANGE ORDER</u></p> <p>See attached.</p>	
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$135,441.49	Original Contract Time:
Previous Change Orders \$0.00	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$135,441.49	Contract Time Prior to this Change Order
Net Increase of this Change Order \$71,962.10	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$205,453.59	Contract Time with Approved Change
Recommended By: <u></u> John Schmeling, Engineering Technician	Approved By: _____ Pearson Brothers, Inc.

Approved By:
Action:

Approved By:

Date of Council


 Thomas J. Kaldunski, City Engineer

 George Tourville, Mayor

 August 10, 2009

ATTACHMENT TO CHANGE ORDER NO. 1

CITY PROJECT NO. 2009-09B – SEAL COAT

Description of Changes:

Base Bid Revised Measurements and Corrected Math for Area Calculation

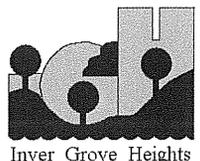
Before the project began the Engineering Division reviewed the weight tickets for the seal coat aggregate. A review of the material tickets indicated less rock had been delivered than was anticipated for the streets in the Base Bid and Alternate 2 (cul-de-sac seal coating). This prompted the Engineering Division to review the quantities and inform the contractor that additional aggregate was needed to complete all the seal coating shown on the attached map. After verifying measurements and reviewing the area calculations an error in area calculation was discovered. The areas for streets in Area 1 of the project were miscalculated resulting in a need for 50% more materials to complete the original planned streets. In addition, the length of seal coating on one segment of street was also decreased to match a previous year's tie in. The area increase due to the math error with the reduction of one segment of street was a total addition of 62,440 square yards. The increase in oil needed to cover the additional area was a total of 15,610 gallons. The contractor agreed to use the bid unit price of \$2.25 per gallon of oil and \$0.59 per square yard of seal coat aggregate.

Total Cost of Seal Coat Aggregate = 62,440 SY X \$0.59/SY = \$36,839.60

Total Cost of Oil = 15,610 gal X \$2.25/gal = \$35,122.50

Total Cost of Revisions \$71,962.10

UPPER 76TH ST E

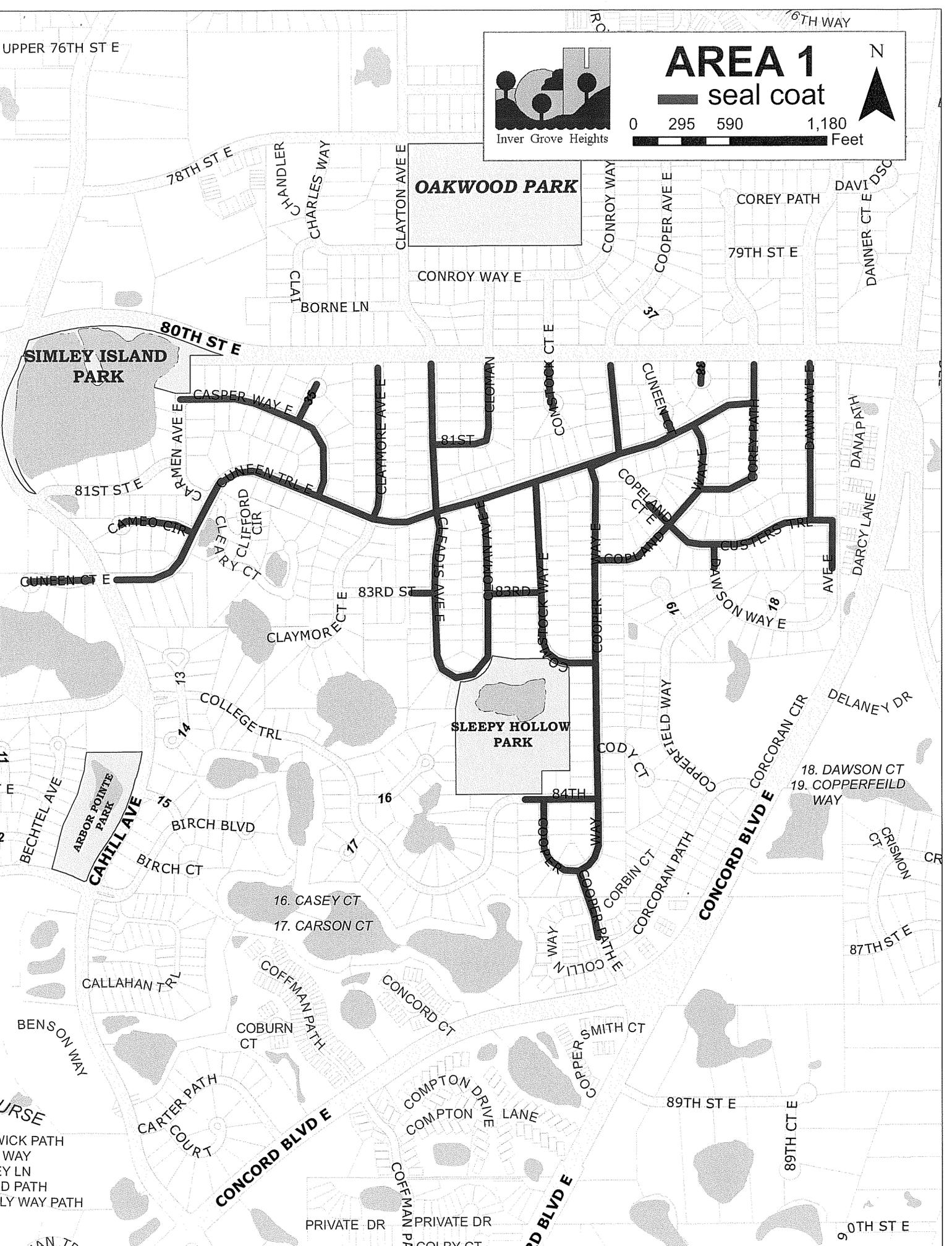


Inver Grove Heights

AREA 1

seal coat

0 295 590 1,180 Feet



OAKWOOD PARK

SIMLEY ISLAND PARK

SLEEPY HOLLOW PARK

ARBOR POINTE PARK

CAHILL AVE

CONCORD BLVD E

CONCORD BLVD E

CONCORD BLVD E

80TH ST E

81ST STE

83RD ST

84TH

89TH ST E

90TH ST E

CLAYTON AVE E

CONROY WAY E

CONROY WAY

COOPER AVE E

CLAYMORE AVE E

GLEADIS AVE E

GLEADIS AVE E

CONESTOCK CTE

COOPER WAY E

COOPER WAY E

COPPERFEILD WAY

CORCORAN PATH

CORCORAN CTR

CORCORAN CTR

COREY PATH

79TH ST E

CUMENEN WAY

COPELAND CTE

COPELAND CTE

COPELAND CTE

CODY CT

CORBIN CT

CORCORAN CTR

CORCORAN CTR

CORCORAN CTR

CORCORAN CTR

CORCORAN CTR

CORCORAN CTR

DAVIDSON DR

DANNER CT E

DANAPATH

DANAPATH

DANAPATH

DANAPATH

DANAPATH

DANAPATH

DELANEY DR

78TH ST E

CHANDLER

CHARLES WAY

CLAYTON AVE E

BORNE LN

80TH ST E

CASPER WAY E

CARMEN AVE E

CAMEO CIR

CLAYMORE AVE E

COLLEGE TRAIL

BIRCH BLVD

BIRCH CT

CALLAHAN TRAIL

CARTER PATH

CARTER COURT

CARTER COURT

CLAYMORE AVE E

78TH ST E

CHANDLER

CHARLES WAY

CLAYTON AVE E

BORNE LN

80TH ST E

CASPER WAY E

CARMEN AVE E

CAMEO CIR

CLAYMORE AVE E

COLLEGE TRAIL

BIRCH BLVD

BIRCH CT

CALLAHAN TRAIL

CARTER PATH

CARTER COURT

CARTER COURT

CLAYMORE AVE E

78TH ST E

CHANDLER

CHARLES WAY

CLAYTON AVE E

BORNE LN

80TH ST E

CASPER WAY E

CARMEN AVE E

CAMEO CIR

CLAYMORE AVE E

COLLEGE TRAIL

BIRCH BLVD

BIRCH CT

CALLAHAN TRAIL

CARTER PATH

CARTER COURT

CARTER COURT

CLAYMORE AVE E

78TH ST E

CHANDLER

CHARLES WAY

CLAYTON AVE E

BORNE LN

80TH ST E

CASPER WAY E

CARMEN AVE E

CAMEO CIR

CLAYMORE AVE E

COLLEGE TRAIL

BIRCH BLVD

BIRCH CT

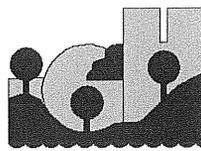
CALLAHAN TRAIL

CARTER PATH

CARTER COURT

CARTER COURT

CLAYMORE AVE E



AREA 2

— seal coat

0 300 600 1,200 Feet

N

68TH ST E

BARNES AV

BLACKHAWK TRL

INVERNESS TRL
INVERNESS CT

BANNER LN

ALLARD CT

BALLARD TRL

BALDWIN AVE

BANCROFT WAY

BARBARA AVE

BABCOCK TRL E

75TH ST E

BANNING

BANNING WAY

BARBARA

78TH CT E

VMCC

BENTON

BENTON WAY

BESTER AVE

COURT

72ND CT E

72ND ST

73RD CT E

73RD ST E

BESTER AVE E

BESTER AVE E

77TH

BANKS CT E

BRADENT R

BRADY PATH

76TH ST E

BORMAN WAY

78TH ST E

79TH ST E

BLUEBERRY

BLANCHARD

33

BOWMAN AVE

BOUDREAU CT

BOOTH AVE E

BOVEY AVE

BLAKE PT

71ST ST E

BOND WAY

BOLTON WAY

BORMAN CT E

BOWMAN CT

42
40
41
43

BORMAN AVE E

BOYD AVE E

BOYD C

BOYD AVE E

34

79TH ST

UPPER

2009 Pavement Management Program
City Project No. 2008-09B
 2009 Seal Coating Project

AREA 1

Section Description	Length (ft)	Width (ft)	Area FA-2 CL A (sy)	Cul-de-sac Area (sy)	CSS-1 Fog Sealing (gal)
80th Court Cul-de-sac to 80th Street East	89	34	355	768	115
81st Street East Cleadis Avenue to Cloman Avenue	350	33	1,321		
83rd Street East Cloman Avenue to Comstock Avenue Cleadis Avenue to Claymore Court	327 121	34 30	1,273 441		
84th Street East Cooper Way to Cooper Way	317	34	1,216		
Cameo Circle Cuneen Trail to Cul-de-sac	407	33	2,297	786	118
Casper Way Court Casper Way to Cul-de-sac	170	33	1,428	786	118
Casper Way Carmen Avenue to Casper Court Casper Court to Cuneen Trail	740 538	33 33	2,713 1,992		
Claymore Avenue Cuneen Trail to 80th Street East	1005	34	3,816		
Cleadis Avenue Cloman Avenue to 83rd Street East 83rd Street East to Cuneen Trail Cuneen Trail to 81st Street 81st Street to 80th Street East	580 490 411 543	34 34 33 33	2,191 1,870 1,507 2,010		
Cleve Avenue Cleadis Avenue/Cloman Avenue to Edge of Plat	175	34	680		
Cloman Avenue Cleadis Avenue to 83rd Street East 83rd Street East to Cuneen Trail 81st Street East to 80th Street East	628 580 480	34 34 33	2,372 2,210 1,779		

2009 Pavement Management Program
City Project No. 2008-09B
2009 Seal Coating Project

AREA 1

Section Description	Length (ft)	Width (ft)	Area FA-2 CL A (sy)	Cul-de-sac Area (sy)	CSS-1 Fog Sealing (gal)
Comstock Way Cooper Way to 83rd Street East 83rd Street East to Cuneen Trail	684 677	34 34	2,603 2,576		
Comstock Court 80th Street East to Cul-de-sac	242	34	1,719	786	118
Cooper Avenue Cuneen Trail to 80th Street East	580	34	2,229		
Cooper Path Corcoran Path to Cooper Way	452	34	1,726		
Cooper Way 84th Street East to Cooper Path Cooper Path to 84th Street East 84th Street East to Cody Court Cody Court to Comstock Avenue Comstock Avenue to Copland Way Copland Way to Cuneen Trail	540 520 307 522 640 555	34 34 34 34 34 34	2,059 1,964 1,160 1,972 2,418 2,116		
Copland Court Copland Way to Cul-de-sac	96	34	1,150	768	115
Copland Way Cooper Way to Custers Trail/Copland Ct. Custers Trail/Copland Ct. to Corey Path Corey Path to Cuneen Trail	541 288 408	34 34 34	2,063 1,088 1,560		
Corey Path Copland Way to Cuneen Trail Cuneen Trail to 80th Street East	792 309	34 34	3,011 1,186		
Cuneen Court Cuneen Trail to Cul-de-sac Cahill Avenue East to Cul-de-sac	86 365	34 34	1,112 2,184	768 786	115 118

2009 Pavement Management Program
City Project No. 2008-09B
 2009 Seal Coating Project

AREA 1

Section Description	Length (ft)	Width (ft)	Area FA-2 CL A (sy)	Cul-de-sac Area (sy)	CSS-1 Fog Sealing (gal)
Cuneen Trail					
Cahill Avenue to Cameo Circle	710	33	2,622		
Cameo Circle to Carmen Avenue East	239	33	876		
Carmen Avenue East to Casper Way	754	33	2,765		
Casper Way to Claymore Ct./Claymore Ave.	363	33	1,350		
Claymore Ct./Claymore Ave. to Cleadis Avenue	400	33	1,486		
Cleadis Avenue to Cloman Avenue	270	33	990		
Cloman Avenue to Comstock Way	362	36	1,448		
Comstock Way to Cooper Way	347	36	1,388		
Cooper Way to Cooper Avenue	187	36	748		
Cooper Avenue to Cuneen Court	353	36	1,412		
Cuneen Court to Copland Way	135	36	540		
Copland Way to Corey Path	403	34	1,541		
Custers Trail					
Copland Way to Dawson Avenue	326	32	1,159		
Dawson Avenue to Dawn Avenue	610	30	2,033		
Dawn Avenue to Dawson Avenue	113	34	427		
Dawn Avenue					
Custers Trail to 80th Street East	1022	41	4,694		
Dawson Avenue					
Custers Trail to Edge of Plat (East)	295	34	1,114		
Custers Trail to Edge of Plat (West)	153	34	597		
SUBTOTALS AREA 1:			94,558	5,448	817

2009 Pavement Management Program
City Project No. 2009-09B
 2009 Seal Coating Project

AREA 2

Section Description	Length (ft)	Width (ft)	Area FA-2 (sy)	Cul-de-sac Area (sy)	CSS-1 Fog Sealing (gal)
72nd Court East Bester Avenue East to Cul-de-sac	206	33	774	768	115
73rd Court East Bester Avenue East to Cul-de-sac	206	33	774	768	115
73rd Street East Bester Avenue to Blaine Avenue	620	33	2,311		
75th Street East Babcock Trail to Barbara Avenue Barbara Avenue to west side of bridge East side of bridge to Bester Avenue Bester Avenue to Blaine Avenue	776 818 440 622	41 41 41 41	3,554 3,726 2,004 2,852		
77th Street East Bester Avenue East to Blackwell Court Blackwell Court to Blaine Avenue	588 318	34 34	2,240 1,220		
78th Court Barbara Avenue to Cul-de-sac	122	34	480	768	115
78th Street East Banks Path to Barbara Avenue Bester Avenue to Blaine Avenue	290 860	34 34	1,114 3,268		
Bester Court Bester Avenue to Cul-de-sac	337	28	1,067	768	115
Banks Court 78th Street to Cul-de-sac	270	34	1,020	768	115
Banks Path Barbara Avenue to 78th Street East	885	34	3,362		
Banning Way Barbara Avenue to Barbara Avenue (East of Barbara) Barbara Avenue to Barbara Avenue (West of Barbara)	1148 1168	34 34	4,356 4,431	1158	174

2009 Pavement Management Program
City Project No. 2009-09B
 2009 Seal Coating Project

AREA 2

Section Description	Length (ft)	Width (ft)	Area FA-2 (sy)	Cul-de-sac Area (sy)	CSS-1 Fog Sealing (gal)
Barbara Avenue					
75th Street East to Banning Way	368	34	1,409		
Banning Way to Banning Way	354	34	1,356		
Banning Way to Barbara Court	334	34	1,262		
Barbara Court to Banning Way	210	34	793		
Banning Way to 78th Court/78th Street East	578	34	2,202		
78th Court/78th Street East to Banks Path	778	34	2,939		
Banks Path to 80th Street East	144	34	563		
Barbara Court					
Barbara Avenue to Cul-de-sac	336	34	1,288	768	115
Bester Avenue					
78th Street East to 77th Street East	620	34	2,342		
75th Street East to 73rd Street East	643	33	2,377		
73rd Street East to 73rd Court East	392	33	1,437		
73rd Court East to 72nd Court East	376	33	1,379		
72nd Court East to Bester Court	1302	34	4,919		
Bester Court to Blaine Avenue	171	34	665		
Blackwell Court					
77th Street East to Cul-de-sac (To the North)	378	34	1,447	768	115
77th Street East to Cul-de-sac (To the South)	182	34	688	786	118
Blaine Court					
Blaine Avenue to Cul-de-sac	156	33	591	786	118
SUBTOTALS AREA 2:			66,213	8,107	1,216

SUBTOTAL AREA 1 FA-2 SEAL COATING (SY):	94,558
SUBTOTAL AREA 2 FA-2 SEAL COATING (SY):	66,213
TOTAL AREA OF SEAL COATING (SY):	160,771

SUBTOTAL AREA 1 FA-2 CUL-DE-SAC SEAL COATING (SY):	5,448
SUBTOTAL AREA 2 FA-2 CUL-DE-SAC SEAL COATING (SY):	8,107
TOTAL AREA OF CUL-DE-SAC SEAL COATING (SY):	13,555

SUBTOTAL 1 CSS-1 FOG SEALING (GAL):	817
SUBTOTAL 2 CSS-1 FOG SEALING (GAL):	1216
TOTAL GALLONS OF FOG SEALING (GAL):	2,033

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 2 for City Project No. 2009-09D – South Grove Urban Street Reconstruction – Area 4

Meeting Date: August 10, 2009
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

TJK

SDT

CS

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, Special Assessments, MSA Funds, Water Fund, Sewer Fund

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 2 for City Project No. 2009-09D – South Grove Urban Street Reconstruction – Area 4.

SUMMARY

The improvements were ordered as part of the 2009 Pavement Management Program. The contract was awarded in the amount of \$2,380,629.24 to Arcon Construction Co., Inc., on May 11, 2009 for City Project No. 2009-09D South Grove Urban Street Reconstruction, Area 4.

The contractor has completed the work through July 31, 2009 in accordance with the contract plans and specifications. A five (5) percent retainage will be maintained until the project is completed.

I recommend approval of Payment Voucher No. 2 in the amount of \$560,964.30 for work on City Project No. 2009-09D – South Grove Urban Street Reconstruction Area 4.

TJK/kf

Attachments: Pay Voucher No. 2

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Payment for Heritage Village Park Contract with Carl Bolander and Sons (Flood Plain Forest) City Project 2005-07

Meeting Date: August 10, 2009
Item Type: Consent Agenda
Contact: Eric Carlson – 651.450.2587
Prepared by: Eric Carlson
Reviewed by: Eric Carlson – Parks & Recreation

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

PURPOSE/ACTION REQUESTED

Approve final pay voucher in the amount of \$1,800.

The payment is funded by the Park Development and Acquisition Fund (Fund 402) City Project 2005-07

SUMMARY

At the November 8th Council Work Session, the Council was updated on work being performed at Heritage Village Park. One of the items that needed further investigation was how the City was going to clean up an approximately 70' x 700' area in the flood plain forest portion of the park which has concrete, railroad ties, and general household garbage scattered about.

Ultimately, the Council approved hiring Carl Bolander and Sons in an amount not to exceed \$10,000 for the work. After the work began it was determined that the area needed to be made larger, thus changing the scope of work and adding a cost of \$8,000 to the clean up. The total clean-up cost is now \$18,000.

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAYMENT VOUCHER

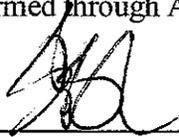
ESTIMATE NO. Final
DATE: August 3, 2009
PERIOD ENDING: July 31, 2009
CONTRACT: Heritage Village Park Flood Plain Forest Clean-up
PROJECT NO: 2005-07

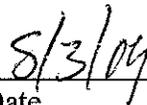
TO: Carl Bolander and Sons Inc
Attn: Tim Gillen
251 Starkey St
PO Box 7216
St Paul MN 55107.

A. Original Contract Amount \$10,000
B. Total Addition (Change Order No. 1)..... \$8,000
C. Total DeductionsNA
D. TOTAL CONTRACT AMOUNT..... \$18,000
E. TOTAL VALUE OF WORK TO DATE \$18,000
F. LESS RETAINED 0%..... \$0
G. Less Previous Payment \$16,200
H. TOTAL APPROVED FOR PAYMENT THIS VOUCHER..... \$1,800
I. TOTAL PAYMENTS INCLUDING THIS VOUCHER..... \$18,000

APPROVALS:

Pursuant to our field observations, I hereby recommend for payment the above stated amount for work performed through August 3, 2009.

Signed by:  _____


Date _____

Signed by: _____
George Tourville, Mayor

Date

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution for Authorization to Revoke County State Aid Highway (CSAH) Status and Designate County Road Status to County State Aid Highway 24 (66th Street East)

Meeting Date: August 10, 2009
Item Type: Consent *TJK*
Contact: Thomas J. Kaldunski, 651.450.2572
Prepared by: Thomas J. Kaldunski, City Engineer
Reviewed by: Scott D. Thureen, Public Works Director *SM*

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider adopting a resolution that would concur with Dakota County’s action to revoke the CSAH status on CSAH 24 (66th Street East), from Concord Boulevard to the Dakota/Washington County line, and to concur with the designation of CSAH 24 as County Road 24 (CR 24).

SUMMARY

Dakota County is planning to modify the designation on County State Aid Highway 24 (CSAH 24 - 66th Street East) to County Road 24 (CR 24) (map attached). County State Aid Highway (CSAH) 24 extends from CSAH 56 (Concord Boulevard) to the Dakota/Washington County line in the City of Inver Grove Heights. The CSAH designation on this segment of roadway occurred in 1960 when the J.A.R. Toll Bridge (Bridge 5600) was in use. However, CSAH 24 no longer meets the criteria because of the closure/demolition of Bridge 5600, and changes in traffic patterns. The function of this roadway has changed from serving regional traffic to lower volume roadway serving local traffic. A river crossing is not considered necessary at this location. If a future river crossing at another location is identified, Dakota and Washington Counties may recommend the future roadway and bridge be added to the CSAH system through the Screening Board for approval. Dakota County has other miles that would be more appropriate to designate as CSAH at this time.

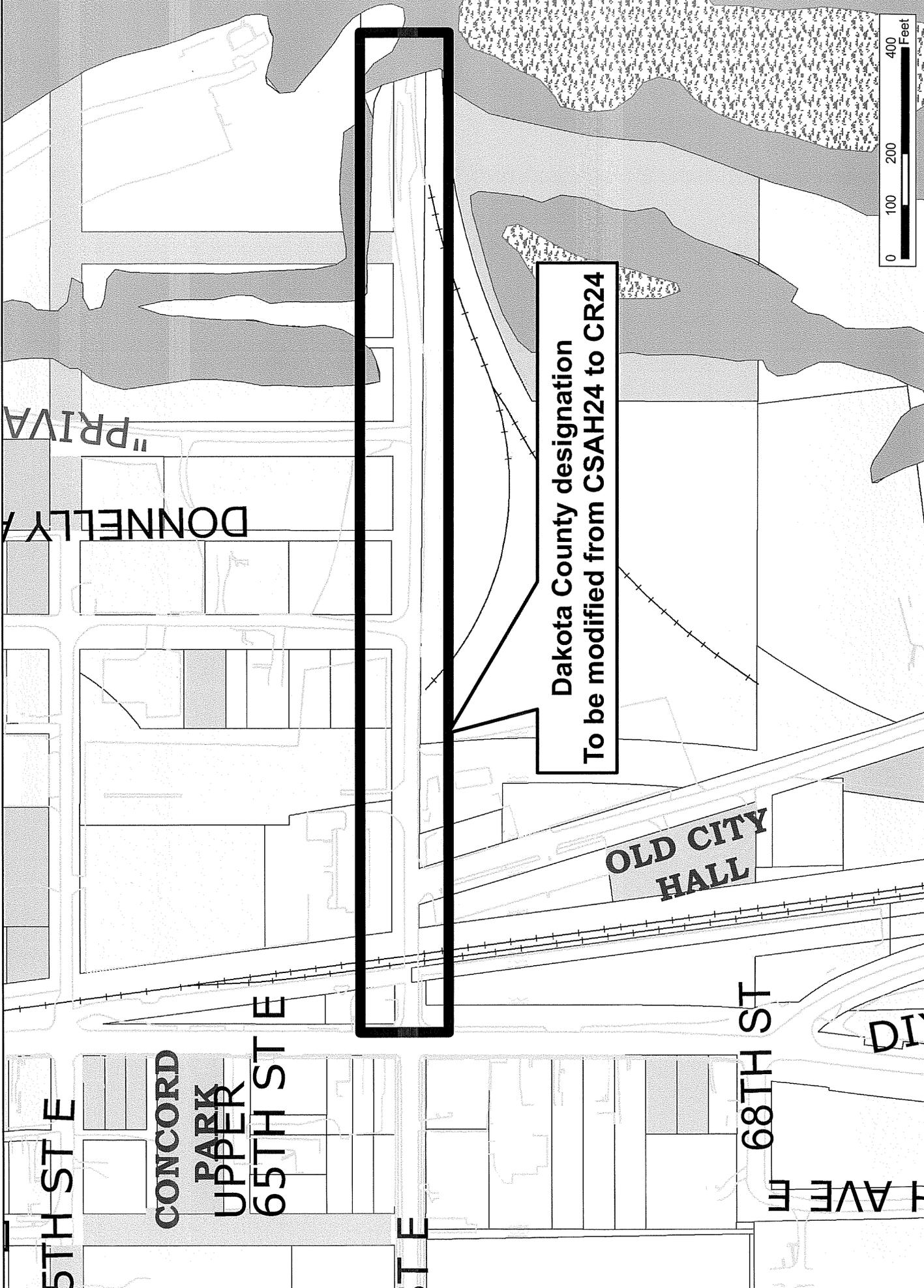
Minnesota Department of Transportation (Mn/DOT) requests County Board action prior to City Council action of concurrence for revocation of CSAH status. The City has informed County staff of the City’s intent to act on the proposed CSAH revocation and CR designation following County Board action. Washington County is in the process of revoking CSAH status and vacating County road right-of-way east of Bridge 5600.

I recommend approval of the resolution concurring with the revocation of CSAH status for CSAH 24 to County Road 24 (CR 24) status. The revocation of CSAH status is separate from the turnback process. Dakota County will continue to operate and maintain this roadway as a County Road until this road is turned back to the City. The adopted Dakota County 2025 Transportation Plan recommends the turnback of CSAH 24 to the City.

TJK/kf

- Attachments: Map
- County summary
- Resolution

CITY OF INVER GROVE HEIGHTS



Dakota County designation
To be modified from CSAH24 to CR24



5.4 - Authorization To Revoke County State Aid Highway Status And Designate County Road Status To County State Aid Highway 24 In City Of Inver Grove Heights

Meeting Date: 7/14/09
 Item Type: Consent-Action
 Division: PHYSICAL DEVELOPMENT
 Department: Transportation
 Contact: Todd Howard Telephone: 952-891-7108
 Prepared by: Holly Anderson
 Reviewed by: N/A N/A

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

PURPOSE/ACTION REQUESTED

- Authorization to revoke County State Aid Highway (CSAH) status on CSAH 24 (66th Street) from CSAH 56 (Concord Boulevard) to the Dakota/Washington County line in the City of Inver Grove Heights.
- Authorization to designate CSAH 24 as County Road (CR) 24 (66th Street) from CSAH 56 to the Dakota/Washington County line in the City of Inver Grove Heights, Dakota County.

SUMMARY

County State Aid Highway (CSAH) 24 extends from CSAH 56 (Concord Blvd) to the Dakota/Washington County line in the City of Inver Grove Heights. (Attachment A – Location Map). The CSAH designation on this segment of roadway occurred in 1960 when the J.A.R. Toll Bridge (Bridge 5600) was in use. However, CSAH 24 no longer meets the CSAH criteria because of the closure/demolition of Bridge 5600, and changes in traffic patterns. The function of this roadway has changed from serving regional traffic to lower volume roadway serving local traffic. A river crossing is not considered necessary at this location. If a future river crossing at another location is identified, Dakota and Washington Counties may recommend the future roadway and bridge be added to the CSAH system through the Screening Board for approval. Dakota County has other miles that would be more appropriate to designate as CSAH at this time.

Minnesota Department of Transportation (Mn/DOT) State Aid requests County Board action prior to City Council action of concurrence for revocation of CSAH status. City of Inver Grove Heights staff has informed County staff of the city’s intent to act on the proposed CSAH revocation and CR designation following County Board action. This resolution is anticipated to be passed by the City of Inver Grove Heights in 2009. Washington County is in the process of revoking CSAH status and vacating county road right of way on its portion of roadway east of Bridge 5600. Mn/DOT has requested that the Dakota County and Washington County submit resolutions revoking CSAH designation concurrently.

The County Engineer recommends revocation of CSAH status for CSAH 24. The revocation of CSAH status is separate from the turnback process. Dakota County will continue to operate and maintain this roadway as a County Road until this road is turned back to the city of Inver Grove Heights. The adopted Dakota County 2025 Transportation Plan recommends the turnback of CSAH 24 to the City of Inver Grove Heights.

EXPLANATION OF FISCAL/FTE IMPACT

The CSAH mileage (0.42) from this revocation will be added to Dakota County’s CSAH mileage bank. In the future, a different roadway will be designated as a CSAH with the mileage obtained from the revocation of CSAH 24. The new CSAH roadway should allow Dakota County to identify appropriate Needs for the County State Aid System. When comparing a similar length and width of bridge section to a roadway section, the bridge section will draw greater “needs”. Dakota County’s CSAH allocation is expected to decrease due to the demolition of Bridge 5600.

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

**AUTHORIZATION TO REVOKE COUNTY STATE AID HIGHWAY STATUS AND DESIGNATE
COUNTY ROAD STATUS TO COUNTY STATE AID HIGHWAY 24**

RESOLUTION NO. _____

WHEREAS, traffic volumes along County State Aid Highway (CSAH) 24 (66th Street) have decreased due to the closure/demolition of Bridge 5600 in the City of Inver Grove Heights; and

WHEREAS, the function of this roadway has changed from serving regional traffic to local traffic; and

WHEREAS, for this segment of roadway, the Dakota County Engineer recommends revoking CSAH status and designating the roadway as County Road (CR) 24; and

WHEREAS, Dakota and Washington Counties have indicated their intent to pass resolutions revoking CSAH 24 status to CR 24 status on their portions of the roadways.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Inver Grove Heights concur with the revocation of County State Aid Highway 24 status to County Road 24 status within the City of Inver Grove Heights.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Agreement with Flint Hills Resources for the Extension of a Private Sanitary Sewer System

Meeting Date: August 10, 2009
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

TJK
 SAT

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 approving agreement with Flint Hills Resources (FHR) to connect to the City’s Southern Trunk Sanitary Sewer System by extending a private sewer system to serve 3 existing buildings near Clark Road and 117th Street.

SUMMARY

The City constructed the Southern Sanitary Sewer Trunk in 2008 (City Project No. 2003-03) to provide municipal sanitary sewer services in this industrial zone. The trunk sewer is completed and ready for use.

FHR has applied for the sewer connection permits to connect to the service stub near Clark Road and 117th Street. FHR has prepared construction plans for a small lift station, a 2” force main, and several gravity sewers to serve 3 existing buildings. These facilities will be owned, maintained, and installed by FHR in accordance with the terms of the attached agreement. The City Engineer has reviewed and approved the construction plans. A permit has been secured from the MPCA/MCES for this sanitary sewer extension.

City staff and the City Attorney have reviewed the attached agreement and recommend that the City Council approve the execution of this Agreement. All applicable fees and charges for this sewer connection will be paid for by FHR.

TJK/kf
 Attachments: Agreement
 Approved construction plans
 MCES permit

SANITARY SEWER LATERAL FACILITIES MAINTENANCE AGREEMENT
FOR FLINT HILLS

THIS SANITARY SEWER LATERAL FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this ____ day of _____, 2009, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as the “City”) and Flint Hills Resources, LP, a Delaware limited partnership (hereafter referred to as “Flint Hills”). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

WHEREAS, Flint Hills desires to construct sanitary sewer lateral connection facilities capable of only servicing three existing buildings: 1) the Fire Station Building, 2) the Midwest Safety Building, and 3) the Contractor Building as shown on the Sanitary Sewer Lateral Facility Plan.

WHEREAS, Flint Hills agrees that no sanitary sewer service will be extended to the existing storage building, the existing warehouse building or any future facilities using the Sanitary Sewer Lateral Facilities (as defined below) without additional sanitary sewer facilities constructed and the execution of an amendment to this Agreement.

WHEREAS, these sanitary sewer lateral connection facilities include a lift station and forcemain features that require facilities for emergency operations in case of a facility failure.

WHEREAS, Flint Hills agrees to pay all applicable fees as described herein.

WHEREAS, the City is willing to accept private sewer inspections by Flint Hills engineering consultant (the “Consultant,” as defined below) provided that weekly inspection reports are provided to the City. In addition, Consultant shall provide the City with a written statement (and recommendation for final acceptance of the project improvements) following completion of the project indicating that all work was done in accordance with Sanitary Sewer Lateral Facility Plan.

WHEREAS, Flint Hills and/or Consultant shall notify the City engineering department when the Flint Hills contractor shall make the service line connection at 117th Street, and the City

engineering department shall inspect the service line connection at 117th Street and the start-up of the system.

ARTICLE 1
DEFINITIONS

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

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

1.3 Flint Hills. “Flint Hills” means Flint Hills Resources, LP, a Delaware limited partnership, and its successors and assigns.

1.4 Sanitary Sewer Lateral Facilities. “Sanitary Sewer Lateral Facilities” means each and all of the following, individually and collectively, to the extent located within the Property:

Any existing or future sanitary sewer lateral piping, force mains, lift station and other sanitary sewer lateral connection appurtenances or any other sanitary sewer features lying within the Property and serving the buildings listed in Section 5.1 below.

1.5 Sanitary Sewer Lateral Facility Plan. “Sanitary Sewer Lateral Facility Plan” means that certain plan attached hereto and incorporated herein as **Exhibit A**.

1.6 Property. “Property” means the real property legally described on **Exhibit B**, attached hereto and incorporated herein.

1.7 Consultant. “Consultant” means TKDA or a replacement engineering consultant retained by Flint Hills for services relating to this Agreement and approved by City (such approval not to be unreasonably withheld).

ARTICLE 2
RECITALS

Recital No. 1. Flint Hills owns the Property.

Recital No. 2. Flint Hills has requested that the City approve the Sanitary Sewer Lateral Facility Plan for the Property to serve limited facilities.

Recital No. 3. The City is willing to approve the Sanitary Sewer Lateral Facility Plan for the Property to serve limited facilities if, among other things, Flint Hills executes this Sanitary Sewer Lateral Facilities Maintenance Agreement.

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

- a.) impose upon the Flint Hills the responsibility of constructing and maintaining the Sanitary Sewer Lateral Facilities, notwithstanding the fact that the Sanitary Sewer

Lateral Facilities may exist within easements dedicated or granted to the City and the public;

- b.) provide a mechanism where the City may withdraw from the Inspection Escrow or charge-back to the Flint Hills any maintenance work that the City performs with respect to the Sanitary Sewer Lateral Facilities in the event the Flint Hills fails to adequately perform its obligations to maintain the Sanitary Sewer Lateral Facilities.

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Sanitary Sewer Lateral Facilities. Flint Hills agrees that the Sanitary Sewer Lateral Facilities shall be constructed and installed in accordance with the Sanitary Sewer Lateral Facility Plan at the sole expense of Flint Hills at a location and in a configuration as determined by the City. Flint Hills also agrees to the following construction guidelines and details as listed below at Flint Hills' expense:

- a.) On or before November 15, 2009, all sanitary sewer lateral extensions shall be built according to the Sanitary Sewer Lateral Facility Plan or other City approved plan. (If Flint Hills is not able to complete such activities by such date because of reasons beyond Flint Hills' reasonable control, such completion deadline will be reasonably extended, and Flint Hills may continue to use the existing septic system during the period of such extension.)
- b.) Flint Hills shall be responsible for emergency system operations by the 24 hour on call staff at Flint Hills.
- c.) The water supply for the Fire Station Building, the Midwest Safety Building, and the Contractor Building as shown on the Sanitary Sewer Lateral Facility Plan shall be City water. Sanitary sewer use billings will be based on City meter readings and policies, as may be amended from time to time. Flint Hills shall be responsible for all costs associated with modifying water meters.
- d.) Existing septic systems will be abandoned and removed per applicable regulations by November 15, 2009 (with such date being subject to extension as noted in Section 3.1[a] above).
- e.) Chimney seals meeting City standards will be installed on all sanitary manholes.
- f.) Tracer wires will be installed to meet State regulations.
- g.) Flint Hills shall provide as-built plans for the construction of the sanitary sewer lateral connection facilities in a format compatible with the City GIS system within sixty (60) days of the service line connection at 117th Street.

3.2 Maintenance of Sanitary Sewer Lateral Facilities. Flint Hills is obligated at its expense to perpetually maintain the Sanitary Sewer Lateral Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof, for so long as the Sanitary Sewer Lateral Facilities exist. Except as permitted or required hereunder, Flint Hills shall not modify, alter, remove, eliminate or obstruct the Sanitary Sewer Lateral Facilities for as long as the Sanitary Sewer Lateral Facilities exists; provided, however, that Flint Hills may elect at any time to replace, and or cease the use of and remove, all or any part of the Sanitary Sewer Lateral Facilities in accordance with the terms of this Agreement, and upon any such removal of all the Sanitary Sewer Lateral Facilities, this Agreement shall terminate. Flint Hills shall also insure that the Sanitary Sewer Lateral Facilities always remain in compliance with the Sanitary Sewer Lateral Facility Plan. All entities that fall within the definition of Flint Hills, its successors and assigns, have the joint and several obligations of Flint Hills.

3.3 Standard of Maintenance. The Standard of Maintenance shall comply with the minimum standards recognized in the industry for maintenance requirements for commercial lift stations and forcemain lateral connections. In addition, the Standard of Maintenance shall be reasonable and conform to the same standards that the City's Director of Public Works utilizes for Sanitary Sewer Lateral Facilities that the City maintains, as those standards are from time to time amended.

3.4 Notice of Non-Compliance with Section 3.1; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that Flint Hills has not complied with Section 3.1 hereof, the DPW shall provide written notice to Flint Hills of such failure to comply with Section 3.1. This notice shall specify that Flint Hills will have thirty (30) days to comply with Section 3.1, unless thirty (30) days is not practicable for Flint Hills to cure the default, in which case Flint Hills shall be given a reasonable time, as determined by the DPW, to cure the default provided Flint Hills has commenced action to cure the default within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of Flint Hills to comply with Section 3.1, in the event of an emergency as determined by the DPW, the City may perform the work to be performed by Flint Hills without giving any notice to Flint Hills and without giving Flint Hills thirty (30) days to comply with Section 3.1. If the City performs emergency construction work, Flint Hills shall be obligated to repay the City the costs incurred to perform the emergency construction work, and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

3.5 Payment of Costs Incurred by City. If Flint Hills fails to comply with Section 3.1 within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance with Section 3.1 and the City shall have the right of access to the areas where the Sanitary Sewer Lateral Facilities are to be located to perform such construction work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance with Section 3.1 to Flint Hills.

The amount of costs charged by the City to Flint Hills shall be the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.1. The Flint Hills shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the

Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

3.6 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made under Section 3.5 by Flint Hills with respect to the Property, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. Flint Hills waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property (the foregoing waiver does not affect any rights Flint Hills has to have the City correct any errors relating to the mathematical computation of the following: hours worked, unit prices and allocation of time and material to the project).

Further, as an alternate means of collection, if the written billing is not paid by Flint Hills, the City, without notice and without hearing, may specially assess the Property for the costs and expenses incurred by the City. Flint Hills hereby waives any and all procedural and substantive objections to special assessments for such costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property. Flint Hills waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. Flint Hills acknowledges that the benefit from the performance of the tasks by the City to ensure compliance with Section 3.1 equals or exceeds the amount of the charges and assessments for compliance with Section 3.1 that are being properly imposed hereunder upon the Property. (The foregoing waiver does not affect any rights Flint Hills has to have the City correct any errors relating to the mathematical computation of the following: hours worked, unit prices and allocation of time and material to the project.)

3.7 Notice of Non-Compliance with Section 3.2; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that Flint Hills has not complied with the Standard of Maintenance, the DPW shall provide written notice to Flint Hills of such failure to comply with the Standard of Maintenance. This notice shall specify that Flint Hills will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for Flint Hills to cure the default, in which case Flint Hills shall be given a reasonable time, as determined by the DPW, to cure the default provided Flint Hills has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of Flint Hills to comply with the Standard of Maintenance, in the event of an emergency as determined by the DPW, the City may perform the work to be performed by Flint Hills without giving any notice to Flint Hills and without giving Flint Hills thirty (30) days to comply with the Standard of Maintenance. If the City performs emergency service work, Flint Hills shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.8 and 3.9 with respect to the billing, collection and/or tax certification of such costs.

3.8 Payment of Costs Incurred by City. If Flint Hills fails to comply with the Standard of Maintenance within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the areas where the

Sanitary Sewer Lateral Facilities are located to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to Flint Hills.

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

3.9 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made under Section 3.8 by Flint Hills with respect to the Property, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Flint Hills waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property (the foregoing waiver does not affect any rights Flint Hills has to have the City correct any errors relating to the mathematical computation of the following: hours worked, unit prices and allocation of time and material to the project).

Further, as an alternate means of collection, if the written billing is not paid by Flint Hills, the City, without notice and without hearing, may specially assess the Property for the costs and expenses incurred by the City. Flint Hills hereby waives any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property. Flint Hills waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. Flint Hills acknowledges that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being properly imposed hereunder upon the Property. (The foregoing waiver does not affect any rights Flint Hills has to have the City correct any errors relating to the mathematical computation of the following: hours worked, unit prices and allocation of time and material to the project.)

3.10 Obligation For Maintenance Notwithstanding Public Easement. Flint Hills agrees that its obligations relating to maintenance of the Sanitary Sewer Lateral Facilities exist notwithstanding the fact that the Sanitary Sewer Lateral Facilities may be located in whole or in part within public easements.

The City hereby grants to Flint Hills a temporary right and license to enter public easements and public road rights-of-way for the purpose of performing the maintenance obligations relating to the Sanitary Sewer Lateral Facilities for the duration of the performance of the maintenance. Flint Hills hereby grants to the City a temporary right and license to access and enter the Property for the purpose of performing maintenance of the Sanitary Sewer Lateral Facilities for the duration of the performance of the maintenance.

3.11 Indemnification of City. Flint Hills shall indemnify, defend and hold the City, its council, agents, employees, attorneys and representatives harmless against and in respect of

any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

- a.) failure by the Flint Hills to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement;
- b.) failure by the Flint Hills to pay contractors, subcontractors, laborers, or materialmen;
- c.) failure by the Flint Hills to pay for any materials that may be used by the Flint Hills to maintain the Sanitary Sewer Lateral Facilities;
- d.) approval by the City of the Sanitary Sewer Lateral Facility Plan; or
- e.) construction of the Sanitary Sewer Lateral Facilities,

except to the extent any such matter is caused by the negligence or other fault of the indemnified parties.

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

3.13 Fees. Upon execution of this Agreement, Flint Hills agrees to pay the following fees:

- a.) City and MCES SAC Fees for 14 SAC units.
- b.) City connection fees for the Fire Station Building.
- c.) City connection fees for the Midwest Safety Building.
- d.) City connection fees for the Contractor Building.

3.14 Inspection Escrow. Upon execution of this Agreement, Flint Hills shall make a cash deposit for an Inspection Escrow with the City in the amount of \$5,000.00. Without notice to Flint Hills, the City may draw upon the Inspection Escrow to reimburse the City for any and all costs or expenses incurred by the City related to any engineering review of the Sanitary Sewer Lateral Facility Plan, field inspection, City Attorney fees, non-compliant erosion control expenses and all other costs or expenses incurred by the City that are related to this Agreement

and its implementation or enforcement (collectively referred to as “City Inspection Fees”). Flint Hills hereby waives any and all objections related to the City’s withdrawal of funds from the Inspection Escrow to reimburse the City as herein provided. Any Inspection Escrow remaining after the reimbursement of the City Inspection Fees to the City shall be returned by the City to Flint Hills on the date when the Public Works Director determines that the Sanitary Sewer Lateral Facilities have been properly constructed in accordance with the Sanitary Sewer Lateral Facility Plan and turf has been established.

3.15 Inspection. Flint Hills agrees that it shall engage and pay for Consultant to inspect the construction and installation of the Sanitary Sewer Lateral Facilities. Flint Hills agrees that Consultant shall provide weekly inspection reports to the City during construction of the Sanitary Sewer Lateral Facilities. In addition, Consultant shall provide the City with a written statement (and recommendation for final acceptance of the Sanitary Sewer Lateral Facilities) following completion of the project indicating that all work was done in accordance with Sanitary Sewer Lateral Facility Plan. Flint Hills also agrees that the City engineering department utilize the above-referenced Inspection Escrow funds provided by Section 3.14, and the City engineering department shall inspect the service line connection at 117th Street and the start-up of the system.

ARTICLE 4 **CITY’S COVENANTS**

4.1 Approval of Connection of Sanitary Sewer Lateral Facilities. The City agrees that if Flint Hills executes this Sanitary Sewer Lateral Facilities Maintenance Agreement, deposits the required Escrow amount as provided in Section 3.14 and if the other conditions set forth herein, the City shall allow Flint Hills to connect its Sanitary Sewer Lateral Facilities to the existing sanitary sewer at 117th Street.

ARTICLE 5 **FLINT HILLS’ COVENANTS**

5.1 Sanitary Sewer Lateral Facilities Only Serve Three Buildings. Flint Hills agrees that the Sanitary Sewer Lateral Facility Plan is only designed to serve three existing buildings upon the Property. Flint Hills agrees that it will only connect the Sanitary Sewer Lateral Facilities to the following three existing buildings: 1) the Fire Station Building, 2) the Midwest Safety Building, and 3) the Contractor Building as shown on the Sanitary Sewer Lateral Facility Plan.

5.2 Sanitary Sewer Lateral Facilities are Private Lateral Improvements. Flint Hills agrees that the Sanitary Sewer Lateral Facilities shown on the Sanitary Sewer Lateral Facility Plan are private lateral sanitary sewer facilities that are privately owned and maintained by Flint Hills.

5.3 No City Obligation to Construct, Repair or Maintain. Flint Hills agrees that the City has no obligation to construct, repair and/or maintain the Sanitary Sewer Lateral Facilities shown on the Sanitary Sewer Lateral Facility Plan.

ARTICLE 6
MISCELLANEOUS

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

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

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

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

6.5 Consent. Flint Hills consents to the recording of this Agreement.

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

If to City:

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

If to Flint Hills:

Flint Hills Resources, LP
Attention: Plant Manager
Personal Delivery- 13775 Clark Road
Rosemount, Minnesota 55068
US Mail- PO Box 64596
St. Paul, Minnesota 55164

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

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

CITY OF INVER GROVE HEIGHTS

FLINT HILLS RESOURCES, LP

By: _____
George Tourville, Mayor

By: _____

Its _____

ATTEST:

Melissa Rheume, Deputy City Clerk

NOTARY BLOCKS

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2009, 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

STATE OF _____)
)
COUNTY OF _____) ss.

On this ____ day of _____, 2009, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn did say that he is the _____ of Flint Hills Resources, LP, a Delaware limited partnership, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of its governing documents and said _____ acknowledged said instrument to be the free act and deed of the entity.

Notary Public

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

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

EXHIBIT A

SANITARY SEWER LATERAL FACILITY PLAN

EXHIBIT B

“PROPERTY” LEGAL DESCRIPTION

Lot 1, Block 1, Koch Refining Addition, according to the recorded plat thereof, Dakota County, Minnesota.

And,

The South ½ of the Southwest ¼ of Section 34, Township 27, Range 22, Dakota County, Minnesota, except the following:

1. That part lying Easterly of the plat Koch Refining Addition;
2. That part of the South half of the Southwest Quarter of Section 34, Township 27, Range 22, and Government Lot 1, Section 12, Township 115, Range 19, Dakota County, Minnesota described as follows: Beginning at the Southwest corner of the South half of the Southwest Quarter of said Section 34; thence on an assumed bearing of North 0 degrees 16 minutes 50 seconds West along the West line of said South half of the Southwest Quarter, a distance of 516.74 feet; thence North 89 degrees 30 minutes East, a distance of 738.64 feet; thence South 0 degrees 16 minutes 50 seconds East parallel with the West line of the South half of the Southwest Quarter, a distance of 660.00 feet to the South line of Government Lot 1, Section 12, Township 115, Range 19; thence South 89 degrees 53 minutes 32 seconds West along the South line of Government Lot 1, Section 12, a distance of 694.07 feet to the Southwest corner of said Government Lot 1; thence North 0 degrees 14 minutes 37 seconds East along the West line of said Government Lot 1, a distance of 138.51 feet to the Northwest corner of said Government Lot 1, said point also being on South line of the South half of the Southwest Quarter of Section 34, Township 27, Range 22; thence South 89 degrees 30 minutes West along the South line of said South half of Southwest Quarter, a distance of 45.83 feet to the point of beginning.

July 22, 2009

Scott D. Thureen
Public Works Director
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

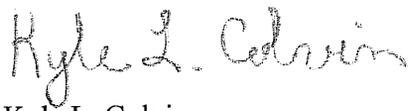
Re: Inver Grove Heights Sewer Connection to North Facilities

Dear Mr. Thureen:

The Metropolitan Council Environmental Services Division has reviewed your application for a sanitary sewer extension for the above project. This project is in accord with your comprehensive sewer plan (CSP) and consistent with the Metropolitan Urban Service Area.

We will file this project as part of your CSP and inform the Minnesota Pollution Control Agency that we have no objection to the installation of these facilities.

Sincerely,



Kyle L. Colvin
Assistant Manager, Engineering Services
Environmental Services Division

KLC:ALB:slm
moua/sewer.ext.ltr/invergroveheights.072209.doc

cc: Jan Hjellming, MPCA

IMPROVEMENT AGREEMENT

FOR

**LOT 1, LOT 2 AND LOT 3, BLOCK 1,
DAHAN ADDITION**

**CITY OF INVER GROVE HEIGHTS
IMPROVEMENT AGREEMENT
FOR LOT 1, LOT 2 AND LOT 3, BLOCK 1
DAHNS ADDITION**

THIS AGREEMENT, made and entered into on the 10th day of August, 2009, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter called the City), and Developer identified herein.

RECITALS:

WHEREAS, the Developer has applied to the City for approval of the Development Plans;

WHEREAS, in conjunction with the granting of these approvals, the City requires the installation and/or availability of stormwater facilities; and

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412, 429, and 462, the Council has agreed to approve the Development Plans on the following conditions:

1. That the Developer enter into this Improvement Agreement, which contract defines the work which the Developer undertakes to complete; and

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

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

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

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

ARTICLE 1
DEFINITIONS

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

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

1.3 Owner. "Owner" means Jeffrey P. Dahn and Patricia A. Dahn, husband and wife,

and their successors and assigns.

1.4 Developer. "Developer" means Jeffrey P. Dahn and Patricia A. Dahn, husband and wife, and their successors and assigns.

1.5 Subject Property. "Subject Property" means Lot 1, Lot 2 and Lot 3, Block 1, Dahn Addition, according to the plat thereof on file and of record in the office of the Dakota County Recorder, Dakota County, Minnesota.

1.6 Development Plans. "Development Plans" means all the plans, drawings, specifications and surveys identified on the attached Exhibit A, and hereby incorporated by reference and made a part of this Improvement Agreement.

1.7 Improvement Agreement. "Improvement Agreement" means this instant contract by and between the City and Developer.

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

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

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

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

1.12 Other Regulatory Agencies. "Other Regulatory Agencies" means and includes, individually and collectively, the following:

- a.) Minnesota Department of Transportation
- b.) Dakota County
- c.) Dakota County Highway Department
- d.) Watershed District
- e.) Water Management Organization
- f.) Metropolitan Council
- g.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the Developer Improvements.

1.13 Utility Companies. "Utility Companies" means and includes, jointly and severally, the following:

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

1.14 Prior Easement Holders. "Prior Easement Holders" means and includes, jointly and severally, all holders of any easements or other property interests in the Subject Property.

1.15 Developer Improvements. "Developer Improvements" means and includes, individually and collectively, all the improvements identified in Article 3 and on the attached Exhibit B.

1.16 Developer Public Improvements. "Developer Public Improvements" means and includes, individually and collectively, all the improvements identified and checked on the attached Exhibit B that are further labeled "public". Developer Public Improvements are improvements to be constructed by the Developer within public right-of-way or public easements and which are to be approved and later accepted by the City. Developer Public Improvements are part of Developer Improvements.

1.17 Developer Default. "Developer Default" means and includes, individually and collectively, any of the following or any combination thereof:

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

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

1.19 Developer Warranties. "Developer Warranties" means that the Developer hereby warrants and represents the following:

- A. Authority.** Developer has the right, power, legal capacity and authority to enter into and perform its obligations under this Improvement Agreement, and no approvals or consents of any persons are necessary in connection with the authority of Developer

to enter into and perform its obligations under this Improvement Agreement.

- B. No Default.** Developer is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this Improvement Agreement. Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this Improvement Agreement by Developer or prohibit any of the transactions provided for in this Improvement Agreement.
- C. Present Compliance With Laws.** Developer has complied with and to the best of its knowledge is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Subject Property and the Development Plans and the Developer Improvements; and Developer is not aware of any pending or threatened claim of any such violation.
- D. Continuing Compliance With Laws.** Developer will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Development Plans and the Developer Improvements.
- E. No Litigation.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or to the best knowledge of Developer threatened against or affecting Developer or the Subject Property or the Development Plans or the Developer Improvements. Developer is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.
- F. Full Disclosure.** None of the representations and warranties made by Developer or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Developer or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- G. Warranty On Proper Work and Materials.** The Developer warrants all work required to be performed by it under this Improvement Agreement against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the City. With respect to matters covered by the warranty, the Developer shall be solely responsible for all costs of performing repair work arising within said two (2) year period required by the City within thirty (30) days of notification.
- All plants, trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one (1) year after planting, including the vegetation related to the stormwater facilities on Lot 1. Any replacements shall be similarly warranted for one (1) year from the time of planting.

The warranty period for street and drainage and erosion control improvements made by Developer shall be for two (2) years after completion and acceptance by the City; the warranty for the street, drainage and erosion control improvements shall also include the obligation of the Developer to repair and correct any damage to or deficiency with respect to such improvements.

H. Obtaining Permits. The Developer shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the Developer Improvements may be lawfully constructed.

I. Fee Title. Jeffrey P. Dahn and Patricia A. Dahn, husband and wife, own fee title to Lot 1, Lot 2 and Lot 3, Block 1, Dahn Addition.

1.20 City Warranties. "City Warranties" means that the City hereby warrants and represents as follows:

A. Organization. City is a municipal corporation duly incorporated and validly existing in good standing the laws of the State of Minnesota.

B. Authority. City has the right, power, legal capacity and authority to enter into and perform its obligations under this Improvement Agreement.

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

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

If to Developer and Owner: Jeffrey P. Dahn and Patricia A. Dahn
8341 Delaney Circle
Inver Grove Heights, MN 55076

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

ARTICLE 2

APPROVAL OF DEVELOPMENT PLANS

2.1. Approval of Development Plans. The plat of Dahn Addition and the Development Plans are hereby approved by the City.

2.2 Recording of Improvement Agreement. The Developer shall record the plat of Dahn Addition and the Improvement Agreement with the County Recorder by September 30, 2009.

ARTICLE 3 DEVELOPER IMPROVEMENTS

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

3.2 Grading/Drainage Plan and Easements. The Developer shall construct drainage facilities adequate to serve the Subject Property in accordance with the Development Plans. The Developer agrees to grant to the City all necessary easements for the preservation of the drainage system, for drainage basins and for utility service. All such easements required by the City shall be on the Subject Property and in writing, in recordable form, and on the standard easement form of the City, and on such other terms and conditions as the City shall determine; such easements shall be delivered to the City contemporaneously with execution of this Improvement Agreement. The grading and drainage plan shall include lot and building elevations, drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans. In the event that the Developer fails to complete the grading of the site in conformance with the Development Plans by the stipulated date, the City may declare the Developer in default pursuant to Article 12.

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

3.4 Erosion Control. The Developer shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan shall be detailed on the Development Plans and shall be subject to approval of the Director of PWD. The Developer shall install and maintain such erosion control structures as appear necessary

under the Development Plans or become necessary subsequent thereto. The Developer shall be responsible for all damage caused as the result of grading and excavation within the Subject Property including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all lots are final graded and improvements are completed. As a portion of the erosion control plan, the Developer shall re-seed or sod any disturbed areas in accordance with the Development Plans. The City reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after Formal Notice by the City as stated in Article 12. The Developer shall be financially responsible for payment for this extra work.

ARTICLE 4 **PARK CONTRIBUTION REQUIREMENTS**

4.1 Park Contribution. The park contribution fees for Lot 1 and Lot 3, Block 1 shall all be made at the time the City executes the Plat. The park contribution fee for Lot 1, Block 1 shall be \$4,011. The park contribution fee for Lot 3, Block 1 shall be \$4,011. The total park contribution fee for Lot 1 and Lot 3, Block 1 is \$8,022.

ARTICLE 5 **OTHER PERMITS**

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

ARTICLE 6 **OTHER DEVELOPMENT REQUIREMENTS**

6.1 Miscellaneous Requirements. Any additional requirements to approval of the Development Plans as specified by the Council are incorporated herein, as set forth in Exhibit C.

ARTICLE 7
DEVELOPER PUBLIC IMPROVEMENTS

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

7.2 Construction. The construction, installation, materials and equipment related to Developer Public Improvements shall be in accord with the Development Plans. The Developer shall cause the contractors to furnish the PWD a written schedule of proposed operations, subcontractors and material suppliers, at least five (5) days prior to commencement of construction work. The Developer shall notify the City in writing, coordinate and hold a pre-construction conference with all affected parties at least three (3) days prior to starting construction of any Developer Public Improvements.

7.3 Inspection. The PWD or its designated representative shall periodically inspect the work installed by the Developer, its contractors, subcontractors or agents. The Developer shall notify the PWD two (2) working days prior to the commencement of the laying of utility lines, subgrade preparation, the laying of gravel base for street construction or any other improvement work which shall be subsequently buried or covered to allow the City an opportunity to inspect such improvement work. Upon receipt of said notice, the City shall have a reasonable time, not to be less than three (3) working days, to inspect the improvements. Failure to notify the City to allow it to inspect said work shall result in the City's right pursuant to Article 13 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate City inspection.

7.4 Faithful Performance of Construction Contracts. The Developer shall fully and faithfully comply with all terms of any and all contracts entered into by the Developer for the installation and construction of all of the Developer Public Improvements; and the Developer shall obtain lien waivers. Within thirty (30) days after Formal Notice, the Developer agrees to repair or replace, as directed by the City and at the Developer's sole cost and expense, any work or materials relating to Developer Public Improvements that within the warranty periods of Section 1.19(G) become defective or damaged in the opinion of the City.

7.5 City Acceptance. The Developer shall give Formal Notice to the City within thirty (30) days once Developer Public Improvements have been completed in accord with this Development Contract and the ordinances, City standards and specifications and the Development Plans. The City shall then inspect the Developer Public Improvements and notify the Developer of any Developer Public Improvements that do not so conform. Upon compliance with this Development Contract and City ordinances, standards and specifications, and the Development Plans, the Developer Public Improvements shall become the property of the City upon Formal Notice of acceptance by the City. After acceptance, the Developer Public Improvements become the property of the City, and the Developer shall have no responsibility with respect to maintenance of the Developer Public Improvements except as provided in Section 1.19(G) and except as

provided in the Stormwater Facilities Maintenance Agreement and the Agreement Relating To Landowner Improvements Within City Easement on Lot 2, Block 1, Dahn Addition in the City of Inver Grove Heights. If the Developer Public Improvements do not conform, Formal Notice shall be given to the Developer of the need for repair or replacement or, in its discretion, the City may proceed under Article 12.

7.6 Engineering Submittals Required. One (1) copy, on polyester film, of the detailed record plan "as built" drawings of the Developer Improvements shall be provided by the Developer in accord with City standards no later than 90 days after completion and acceptance of the Developer Improvements by the City , unless otherwise approved in writing by the PWD. In addition, final quantity tabulations shall be required, which must include the following items:

1. As built grading plan containing spot elevations prepared and signed by a registered engineer or registered land surveyor, in an electronic format.
2. Final as-built information shall be submitted in an electronic format compatible with the City's Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are AUTOCAD 2000 .DWG or .DXF files on compact disk. As-built drawings shall also be scanned and stored as images in .TIFF files on compact disk.

ARTICLE 8 **RESPONSIBILITY FOR COSTS**

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

8.2 City Miscellaneous Expenses. The Developer shall reimburse the City for all reasonable engineering, administrative, legal and other expenses incurred or to be incurred by the City in connection with this Improvement Agreement, and Development Plan approval and acceptance and authorization of improvements. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

8.3 Enforcement Costs. The Developer shall pay the City for costs incurred in the enforcement of this Improvement Agreement, including engineering and reasonable attorneys' fees.

8.4 Time of Payment. The Developer shall pay all bills from the City within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of 8% per year.

ARTICLE 9
DEVELOPER WARRANTIES

9.1 Statement of Developer Warranties. The Developer hereby makes and states the Developer Warranties.

ARTICLE 10
CITY WARRANTIES

10.1 Statement of City Warranties. The City hereby makes and states the City Warranties.

ARTICLE 11
INDEMNIFICATION OF CITY

11.1 Indemnification of City. Provided the City is not in Default under the Improvement Agreement with respect to the particular matter causing the claim, loss or damage, Developer shall indemnify, defend and hold the City, its Council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

- a.) breach by the Developer of the Developer Warranties;
- b.) failure of the Developer to timely construct the Developer Improvements according to the Development Plans and the City ordinances, standards and specifications;
- c.) failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Improvement Agreement;
- d.) failure by the Developer to pay contractors, subcontractors, laborers, or materialmen;
- e.) failure by the Developer to pay for materials;
- f.) approval by the City of the Development Plans;
- g.) failure to obtain the necessary permits and authorizations to construct the Developer Improvements;
- h.) construction of the Developer Improvements;
- i.) delays in construction of the Developer Improvements;

- j.) all costs and liabilities arising because building permits or Certificate of Occupancy were issued prior to the completion and acceptance of the Developer Improvements.

ARTICLE 12
CITY REMEDIES UPON DEVELOPER DEFAULT

12.1 City Remedies. If a Developer Default occurs, that is not caused by Force Majeure, the City shall give the Developer Formal Notice of the Developer Default and the Developer shall have thirty (30) days to cure the Developer Default. If the Developer, after Formal Notice to it by the City, does not cure the Developer Default within thirty (30) days, then the City may avail itself of any remedy afforded by law and any of the following remedies:

- a.) the City may specifically enforce this Improvement Agreement;
- b.) the City may suspend any work, improvement or obligation to be performed by the City;
- c.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 13 hereof;
- d.) the City may suspend or deny building and occupancy permits for buildings within the Subject Property;
- e.) the City may, at its sole option, perform the work or improvements to be performed by the Developer, in which case the Developer shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City. In the alternative, the City may in whole or in part, specially assess any of the costs and expenses incurred by the City; and the Developer hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom, including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the Subject Property. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

12.2 No Additional Waiver Implied By One Waiver. In the event any agreement contained in this Improvement Agreement is breached by the Developer and thereafter waived in writing by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the City must be in writing.

12.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City

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

12.4 Emergency. Notwithstanding the requirement contained in Section 12.1 hereof relating to Formal Notice to the Developer in case of a Developer Default and notwithstanding the requirement contained in Section 12.1 hereof relating to giving the Developer a thirty (30) day period to cure the Developer Default, in the event of an emergency as determined by the Director of PWD, resulting from the Developer Default, the City may perform the work or improvement to be performed by the Developer without giving any notice or Formal Notice to the Developer and without giving the Developer the thirty (30) day period to cure the Developer Default. In such case, the Developer shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by the City. In the alternative, the City may, in whole or in part, specially assess the costs and expenses incurred by the City; and the Developer hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the Plat. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 13 **ESCROW DEPOSIT**

13.1 Escrow Requirement. At the time the plat of Dahn Addition is executed by the City and prior to the Developer beginning construction of the Developer Improvements, the Developer shall deposit with the City an irrevocable letter of credit, cash deposit or other security acceptable to the City for the amount stated in Exhibit D.

All cost estimates shall be acceptable to the Director of PWD. The total escrow amount was calculated as shown on the attached Exhibit D. The bank and form of the irrevocable letter of credit, or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the City. The irrevocable letter of credit shall be for a term ending December 31, 2011. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of December 31, 2011, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the City if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Developer with the terms of this Improvement Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 12.1 relating to a Developer Default, for any of the following reasons:

- a.) a Developer Default; or

- b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse without renewal or replacement before December 31, 2011.

The City shall use the letter of credit proceeds or cash deposit proceeds to reimburse the City for its costs and to cause the Developer Improvements listed on Exhibit D to be constructed to the extent practicable; if the Director of PWD determines that such Developer Improvements listed on Exhibit D have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 13.2, the remaining proceeds shall be distributed to the Developer.

With City approval, the irrevocable letter of credit or cash deposit may be reduced pursuant to Section 13.2 from time to time as financial obligations are paid.

13.2 Escrow Release and Escrow Increase; Developer Improvements.

Periodically, upon the Developer's written request and upon completion by the Developer and acceptance by the City of any specific Developer Improvements, ninety percent (90%) of that portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the City and expiration of the warranty period under Section 1.18(G) hereof; in the alternative, the Developer may post a bond satisfactory to the City with respect to the final ten percent (10%).

If it is determined by the City that the Development Plans were not strictly adhered to, or that work was done without City inspection, the City may require, as a condition of acceptance, that the Developer post a irrevocable letter of credit, or cash deposit equal to 125% of the estimated amount necessary to correct the deficiency or to protect against deficiencies arising therefrom. The additional irrevocable letter of credit, or cash deposit, shall remain in force for such time as the City deems necessary, not to exceed five (5) years. In the event that work, which is concealed, was done without permitting City inspection, then the City may, in the alternative, require the concealed condition to be exposed for inspection purposes.

ARTICLE 14 **MISCELLANEOUS**

14.1 No City Obligation to Complete Improvement. The terms of this Improvement Agreement shall not be considered an affirmative duty upon the City to complete any Developer Improvements.

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

14.3 Recording. The Improvement Agreement shall be recorded with the County Recorder and the Developer shall provide and execute any and all documents necessary to implement the recording.

14.4 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Improvement Agreement shall run with the Subject Property, and shall be binding upon the successors and assigns of the Developer. This Improvement Agreement shall also run with and be binding upon any after acquired interest of the Developer in the Subject Property.

14.5 Contract Assignment. The Developer may not assign this Improvement Agreement without the written permission of the Council. The Developer's obligations hereunder shall continue in full force and effect, even if the Developer sells the Subject Property.

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

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

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

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

14.10 Inconsistency. If the Development Plans are inconsistent with the words of this Improvement Agreement or if the obligation imposed hereunder upon the Developer are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the Developer shall prevail.

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

IN WITNESS WHEREOF, the parties have executed this Improvement Agreement.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Melissa Rheume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 10th day of August, 2009, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheume 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

**OWNER AND DEVELOPER
JEFFREY P. DAHN AND PATRICIA A. DAHN**

By: _____
Jeffrey P. Dahn

By: _____
Patricia A. Dahn

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of _____, 2009, before me a Notary Public within and for said County, personally appeared Jeffrey P. Dahn and Patricia A. Dahn, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A

LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
1.) Preliminary Plat	7/27/09	Rehder and Associates Inc.
2.) Grading & Erosion Control Plan	7/27/09	Rehder and Associates Inc.

EXHIBIT B

DEVELOPER IMPROVEMENTS

The items checked with an "X" below are the Developer Improvements.

The items checked with "Public" below are those Developer Improvements that are Developer-Public Improvements.

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	by October 31, 2009	general site grading, drainage and erosion control on Lots 1, 2 and 3
Public	by October 31, 2009	stormwater facilities on Lot 1
Public	no later than June 30, 2010	vegetation for stormwater facilities on Lot 1
X	by October 31, 2009	Reduction of impervious surface coverage on Lot 3 to no greater than 25%
X	by October 31, 2009	Removal of water well connection on Lot 3

EXHIBIT C
MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY

1.) **CONDITIONS TO BE SATISFIED BEFORE CITY EXECUTES PLAT AND BEFORE PLAT IS RELEASED TO DAKOTA COUNTY FOR RECORDING:**

Before the City executes the plat and before the plat is released to the Dakota County Recorder for recording, all the following conditions must be satisfied by Developer and Owner:

- a.) Developer and Owner must execute this Improvement Agreement.
- b.) Developer must provide the letter of credit or cash deposit for the amount stated on Exhibit D of this Improvement Agreement.
- c.) Developer must provide to the City of Inver Grove Heights the cash deposit for inspection fees stated on Exhibit D of the Improvement Agreement.
- d.) Developer must fully pay the City of Inver Grove Heights for all planning, engineering review and legal fees that have been incurred up to the date of this Improvement Agreement; and Developer must further escrow with the City an amount determined by the City of Inver Grove Heights for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit D.
- e.) Owner must execute a Stormwater Facilities Maintenance Agreement for Lot 1, Block 1, Dahn Addition. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
- f.) Owner must execute an Agreement relating to restrictions imposed on Lot 1, Block 1, Dahn Addition regarding impervious surface. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
- g.) Owner must execute an Agreement relating to restrictions imposed on Lot 2, Block 1, Dahn Addition regarding impervious surface. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
- h.) Owner must execute an Agreement relating to restrictions imposed on Lot 3, Block 1, Dahn Addition regarding impervious surface. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
- i.) Owner must execute an Encroachment Agreement for Lot 2, Block 1, Dahn Addition relating to the existing well located on Lot 2, Block 1. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
- j.) Owner must execute a Restrictive Use Easement in connection with the stormwater facilities located within the City's drainage and utility easement on Lot 1, Block 1, Dahn Addition. The Agreement will also grant the City access to the stormwater facilities on Lot 1, Block 1. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.

- 2.) **RESTORATION PURSUANT TO NPDES PERMIT.** After grading, the Subject Property will be sodded or seeded and mulched appropriately in accordance with the NPDES permit and the requirements for the Northwest Area.
- 3.) **DISCONNECTION OF WATER WELL SERVICE TO LOT 3.** By October 31, 2009, Owner and Developer must disconnect the irrigation water well pipe from Lot 2, Block 1 to Lot 3, Block 1.
- 4.) **REDUCTION OF IMPERVIOUS SURFACE ON LOT 3.** By October 31, 2009, Owner and Developer must remove the existing impervious surface on Lot 3, Block 1 so as to be at 25% impervious surface as shown on the Grading and Erosion Control Plan for Dahn Addition prepared by Rehder & Associates, Inc. dated July 7, 2009. By October 31, 2009, the Owner shall provide evidence satisfactory to the City that the impervious surface coverage on the Property is not more than twenty-five percent (25%).
- 5.) **BUILDING PERMIT FOR LOT 3, BLOCK 1.** Owner and Developer acknowledge and agree that the total impervious surface coverage for Lot 3, Block 1 shall not exceed twenty-five percent (25%), irrespective of whether the City ordinances allow a greater amount of impervious surface coverage. No building permit may be obtained for Lot 3, Block 1, Dahn Addition until the following conditions have been satisfied:
 - a. No building permit shall be issued for the Property unless the existing building in the southwest corner of the Property has been removed.
 - b. No building permit shall be issued for the Property unless the Owner demonstrates to the satisfaction of the City that the impervious surface on the Property is not greater than twenty-five percent (25%), taking into account the new buildings being built and the removal of the building in the southwest corner of the Property.
- 6.) **EVIDENCE OF RECORDING.** By September 30, 2009, the Developer shall record the following documents with the Dakota County Recorder against the Subject Lot and by October 31, 2009, the Landowner shall present evidence to the City of the recording:
 - a.) Plat of Dahn Addition;
 - b.) Improvement Agreement;
 - c.) Stormwater Facilities Maintenance Agreement;
 - d.) Agreement Relating to Landowner Improvements Within City Easement (Encroachment Agreement);
 - e.) Restrictive Use Easement;
 - f.) Agreement Relating to Impervious Surface on Lot 1, Block 1;
 - g.) Agreement Relating to Impervious Surface on Lot 2, Block 1; and
 - h.) Agreement Relating to Impervious Surface on Lot 3, Block 1.

EXHIBIT D
ESCROW CALCULATION

DEVELOPER IMPROVEMENTS

- 1.) Site Grading, Drainage
and Erosion Control
- 2.) Stormwater facilities
- 3.) Vegetation for stormwater facilities
- 4.) City approved Certified As-Built
Drawings
- 5.) Reduction of impervious
surface coverage on Lot
3 to no greater than 25%
- 6.) Removal of water well
connection on Lot 3

SUBTOTAL: \$10,000

MULTIPLIED BY: x 1.25

EQUALS: **\$12,500**

ESCROW AMOUNT: **\$12,500**

EXHIBIT D
ESCROW CALCULATION
(Continued)

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

This Engineering Escrow Amount shall be used to pay the City for engineering inspection fees at the City's standard rates charged for such tasks.

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

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

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

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

- a.) all of the lawn or vegetative cover has been established, to the sole satisfaction of the City.

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, or landscaping exceed the initially deposited \$1,500 Engineering Escrow Amount, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR LOT 1, BLOCK 1, DAHN ADDITION

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 10th day of August 2009, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Jeffrey P. Dahn and Patricia A. Dahn, husband and wife, (hereafter referred to as Lot 1 Owner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Lot 1 Owner. “Lot 1 Owner” means Jeffrey P. Dahn and Patricia A. Dahn, husband and wife, and their successors and assigns.

1.4 Storm Water Facilities. “Storm Water Facilities” means each and all of the following, individually and collectively, to the extent located within Lot 1:

Any existing or future raingardens, storm water pipes, conduits, culverts, ditches, storm water ponds, catch basins, infiltration pond, storm water quality structures or storm water collection appurtenances lying within the Lot 1.

1.5 Lot 1. “Lot 1” means Lot 1, Block 1, Dahn Addition, according to the plat thereof on file and of record with the Dakota County Recorder.

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

The fee title owner of Lot 1, Block 1, Dahn Addition, and the successors and assigns of such fee title owner.

1.7 NWA Stormwater Manual. “NWA Stormwater Manual” means the Inver Grove Heights Northwest Area Storm Water Manual prepared by Emmons & Olivier Resources dated July 2006, and as adopted by the City of Inver Grove Heights and codified as Section 515.80 Subd. 39 (1) of the Inver Grove Heights City Code, as amended from time to time by amendment of general applicability.

1.8 Improvement Agreement. “Improvement Agreement” means the Improvement Agreement for Lot 1, Lot 2 and Lot 3, Block 1, Dahn Addition dated August 10, 2009, by and between the City of Inver Grove Heights and Jeffrey P. Dahn and Patricia A. Dahn.

ARTICLE 2 **RECITALS**

Recital No. 1. Lot 1 Owner owns Lot 1.

Recital No. 2. Responsible Owner has requested that the City approve the Development Plans for Lot 1.

Recital No. 3. The City is willing to approve the Development Plans for the Lot 1 if Responsible Owner executes this Storm Water Facilities Maintenance Agreement.

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

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

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Storm Water Facilities. Responsible Owner agrees that the Storm Water Facilities shall be constructed and installed at the sole expense of Responsible Owner, pursuant to the Improvement Agreement.

3.2 Maintenance of Storm Water Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Storm Water Facilities. All entities that fall within the definition of Responsible Owner have the joint and several obligations of the defined Responsible Owner. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities on Lot 1 exists even though the event or omission which caused the need for maintenance of the Storm Water Facilities may arise on property outside of Lot 1.

3.3 Standard of Maintenance. The standard of maintenance shall comply with the minimum standards contained in Section 430 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability) and the storm maintenance standards and requirements as set forth in the NWA Stormwater Manual (as amended from time to time, by amendment of general applicability). In addition, the standard of care shall be reasonable and conform to the same standards that the City's Director of Public Works utilizes for storm water systems that the City maintains, as those standards are from time to time amended. The NWA Stormwater Manual is on file with the City's Director of Public Works.

Notwithstanding the maintenance obligations and responsibilities of the Responsible Owner contained herein, nothing obligates the Responsible Owner to modify the capacity of the ponds and the storm water controls and appurtenances as long as such a modification to capacity is not caused by storm water runoff from Lot 1. If trees or other vegetation located in the areas of the Storm Water Facilities become diseased or die and if in the judgment of the City's Director of Public Works the dead or diseased trees or vegetation adversely affect the storm water storage capacity or the flow of the storm water, then the Responsible Owner, upon the written request of the City, shall remove the diseased or dead trees and vegetation within 30 days after the City's written request.

3.4 Notice of Non-Compliance; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with the maintenance standards, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the standards of maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the maintenance standards, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the standard of maintenance, in the event of an emergency as determined by the DWP, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with the standards of maintenance. If the City performs emergency service work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

3.5 Payment of Costs Incurred by City. If the Responsible Owner fails to comply with the maintenance standards within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the areas where the Storm

Water Facilities are located to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Responsible Owner.

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

3.6 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made by the Responsible Owner with respect to Lot 1, the City may certify to Dakota County the amounts due as payable with the real estate taxes for Lot 1 in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on Lot 1.

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess Lot 1 for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to Lot 1. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of maintenance tasks by the City to ensure compliance with the maintenance standards equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon Lot 1.

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

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

Lot 1 Owner hereby grants to the City a temporary right and license to access and enter Lot 1 for the purpose of performing maintenance of the Storm Water Facilities for the duration of the performance of the maintenance.

ARTICLE 4
CITY'S COVENANTS

4.1 Approval of Development Plans. The City agrees that if Responsible Owner executes this Storm Water Facilities Maintenance Agreement and if the other conditions set forth in the Improvement Agreement for Lot 1 are met, the Council will approve the Development Plans for Lot 1.

ARTICLE 5
MISCELLANEOUS

5.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with Lot 1 and shall be binding upon the parties and the successors and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of the Lot 1 Owner in Lot 1 acquired by the Lot 1 Owner after the execution date of this Agreement or after the recording date of this Agreement.

Any particular Responsible Owner is liable for the performance of its obligations under this Agreement only during the period of time that such particular Responsible Owner is the fee owner of Lot 1, subject to the rights of the City under Section 3.6 hereof. Upon request by a Responsible Owner, the City will prepare for the Responsible Owner, at standard City charges, a special assessment search indicating the extent to which, if any, there is a levied or pending special assessment under Section 3.6 hereof.

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

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

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

5.5 Consent. Lot 1 Owner consents to the recording of this Agreement.

IN WITNESS WHEREOF Lot 1 Owner and the City have entered into this Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 10th day of August, 2009, 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 Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**AGREEMENT RELATING TO EXISTING LANDOWNER
IMPROVEMENT WITHIN CITY EASEMENT ON
LOT 2, BLOCK 1, DAHN ADDITION
IN THE CITY OF INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT, made this 10th day of August, 2009, by and between the City of Inver Grove Heights (“City”), a Minnesota municipal corporation, and Jeffrey P. Dahn and Patricia A. Dahn, husband and wife (individually and collectively referred to as “Landowner”). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

ARTICLE 1
TERMS

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

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

1.3 Subject Lot. “Subject Lot” means Lot 2, Block 1, Dahn Addition, according to the plat thereof on file and of record in the office of the Dakota County Recorder, Dakota County, Minnesota. The Subject Lot is located in the City of Inver Grove Heights, Dakota County, Minnesota.

1.4 Drainage and Utility Easement. “Drainage and Utility Easement” means the following easement on the Subject Lot:

The permanent drainage and utility easement on the south five (5) feet of the Subject Lot dedicated to the City on the recorded plat of Dahn Addition.

1.5 Landowner. “Landowner” means individually and collectively Jeffrey P. Dahn and Patricia A. Dahn, husband and wife, and their assigns and successors in interest with respect to the Subject Lot.

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

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

IF TO LANDOWNER: Jeffrey P. Dahn and Patricia A. Dahn
8341 Delaney Circle
Inver Grove Heights, MN 55076

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

1.7 Utilities. “Utilities” means the City’s existing or future sanitary sewer and water lines, storm water facilities, pipes, appurtenances, and other utilities, if any, within the Drainage and Utility Easement.

1.8 Construction Plan. “Construction Plan” means the Grading & Erosion Control Plan for the Landowner Improvement, dated 7/7/09, prepared by Rehder & Associates Inc. that was approved by the Inver Grove Heights City Council on July 13, 2009. The Construction Plan is on file with the City.

1.9 Existing Landowner Improvement. “Existing Landowner Improvement” means the existing irrigation water well as shown on the Construction Plan that encroaches into the Drainage and Utility Easement.

1.10 Utilities Costs. “Utilities Costs” means all costs incurred by the City, (whether performed by the City or its agents or contractors), for the installations of new, or access to and repair or replacement of the existing Utilities within the Drainage and Utility Easement. Utilities Costs, include, without limitation: excavation costs, trucking costs, material costs, labor costs, costs of storing or obtaining additional fill, costs of removing fill, costs associated with installation, repair or replacement of the Utilities themselves, costs of re-burying the Utilities, re-compacting the soils over the Utilities and restoring the Drainage and Utility Easement to an appropriate grade, and all engineering and attorneys’ fees incurred in connection therewith.

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

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

ARTICLE 2
RECITALS

Recital No. 1. The undersigned, Jeffrey P. Dahn and Patricia A. Dahn are the fee title owners of real estate in the City described as Subject Lot.

Recital No. 2. The Drainage and Utility Easement is on the Subject Lot. The City is benefited by the Drainage and Utility Easement. The Drainage and Utility Easement currently contains the Utilities and will contain future Utilities.

Recital No. 3. Landowner has requested permission from the City to allow the Existing Landowner Improvement to remain within the area of the Drainage and Utility Easement, in accord with the Construction Plan.

Recital No. 4. The Existing Landowner Improvement will make the City’s access to the Utilities more difficult and costly.

Recital No. 5. The Existing Landowner Improvement will result in a permanent structure being located within the Drainage and Utility Easement.

Recital No. 7. The City desires to obtain a right of access over and across certain portions of the Subject Lot to access the Drainage and Utility Easement.

Recital No. 8. The City is willing to allow the Landowner to keep the Existing Landowner Improvement shown by the Construction Plan on the conditions stated in this Agreement.

ARTICLE 3
AGREEMENTS

3.1 Maintenance of Landowner Improvements. Under the terms and conditions stated herein, the Landowner at Landowner’s own cost, is hereby authorized by the City to continue use of the Existing Landowner Improvement.

Other than the Existing Landowner Improvement, the Landowner shall not place any other structure, retaining wall, irrigation system, building, fence, landscaping, trees or shrubs in the Drainage and Utility Easement.

3.2 Use of Existing Landowner Improvement. Landowner agrees that the use of the Existing Landowner Improvement is restricted to irrigation purposes only. The Existing Landowner Improvement must meet all State and City Plumbing Codes.

3.3 Removal of Existing Landowner Improvement. Landowner agrees that no later than October 31, 2009, Landowner must disconnect the Existing Landowner Improvement from Lot 3, Block 1, Dahn Addition to Lot 2, Block 1, Dahn Addition so that Lot 3, Block 1, Dahn Addition no longer receives water well service from the Existing Landowner Improvement.

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

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

3.6 Subordinate Position of Existing Landowner Improvement. The Existing Landowner Improvement is subordinate to the rights of the City in the Drainage and Utility Easement and subordinate to the rights of the City in the Utilities.

3.7 Payment of Cost Differential. If a Cost Differential occurs relating to the access to or installation, inspection, maintenance, repair or replacement of the Utilities, then the Landowner shall pay the Cost Differential to the City. The Landowner must make payment for the Cost Differential within thirty (30) days after the City has sent a written invoice by Formal Notice to the Landowner for the Cost Differential.

3.8 Right of Access. Landowner hereby grants the City a non-exclusive license over and across the open areas on the Subject Lot for purposes of access to the Utilities in the Drainage and Utility Easement in order that the City may inspect, maintain, repair and replace the Utilities.

3.9 Risk of Loss. Other than refilling any excavation that the City has made to access the Utilities, re-compacting the soils over the Utilities and restoring the soils above the Utilities to an appropriate grade, the City shall have no liability to Landowner for work by the City or its contractors relating to the installation, inspection, maintenance, repair and replacement of the Utilities. Landowner agrees that the City's rights in the Drainage and Utility Easement are not diminished by allowing the Landowner to retain the Existing Landowner Improvement.

Landowner hereby knowingly and voluntarily releases, acquits, discharges, waives, relinquishes and covenants not to sue the City with respect to any and all claims, demands, causes of action, liabilities, indebtedness, damages, losses or costs, known or unknown, direct or indirect, asserted or not asserted, of any kind, nature or description whatsoever that the Landowner may have now or in the future against the City relating to the Subject Lot and the

structures on the Subject Lot caused by or arising out of the inspection, maintenance, repair and replacement of the Utilities by the City or its contractors now or in the future.

3.10 Remedies. If the Landowner fails to perform its obligations under this Agreement and if such failure is not cured within ten (10) days after Formal Notice by the City to the Landowner of such failure, then the City may avail itself of any remedy afforded by law or in equity and any of the following non-exclusive remedies:

- a.) The City may specifically enforce this Agreement.
- b.) Unpaid amounts shall incur the standard penalty and interest established by the City for utility billings within the City. Such charge shall be invoiced as part of the monthly utility billing for the Subject Lot. If payment is not made, the City may certify to Dakota County the amounts due as payable with real estate taxes for the Subject Lot in the next calendar year; the parties agree that such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Landowners and the assigns and successors thereof waive any and all procedural and substantive objections to the imposition of such charges on the Subject Lot. Further, the Landowner and its assigns and successors thereof hereby waive any and all procedural and substantive objections to special assessments for the aforementioned costs, including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Lot. The Landowner and its successors and assigns waive any appeal right otherwise available pursuant to Minnesota Statutes § 429.081. The Landowner and its successors and assigns acknowledge that the benefit to the Subject Lot equals or exceeds the amount of the charges and assessments for the aforementioned costs that are being imposed hereunder.

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

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

- a.) failure by Landowner to observe or perform any covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement.

ARTICLE FOUR
MISCELLANEOUS

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

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

4.3 Recording. By September 30, 2009, the Landowner shall record this Agreement with the Dakota County Recorder against the Subject Lot and by October 31, 2009, the Landowner shall present evidence to the City that this Agreement has been recorded.

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 10th day of August, 2009, 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

LANDOWNER
JEFFREY P. DAHN AND PATRICIA A. DAHN

By: _____
Jeffrey P. Dahn

By: _____
Patricia A. Dahn

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of _____, 2009, before me a Notary Public within and for said County, personally appeared Jeffrey P. Dahn and Patricia A. Dahn, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

RESTRICTIVE USE EASEMENT

THIS EASEMENT AGREEMENT (Agreement), is made this 10th day of August, 2009, by and between Jeffrey P. Dahn and Patricia A. Dahn, husband and wife, hereinafter individually and collectively defined as “Grantor” and the City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as “City”.

WHEREAS, Grantor is the fee owner of land located in Dakota County, Minnesota, more fully described in Exhibit A, attached hereto and made a part hereof, (hereinafter referred to as “the Property”); and

WHEREAS, a portion of the Easement Area is burdened by a utility and drainage easement (hereinafter referred to as the “Utility Easement”) in favor of the City depicted and dedicated on the plat of Dahn Addition (hereinafter “Plat”) on file and of record with the Dakota County Recorder.

WHEREAS, Grantor and City wish to enter into an agreement which will grant to City an easement that prohibits the placement of any trees, shrubs, or other vegetation without the prior written consent of the City, and further prohibits the construction of any buildings, impervious surfaces or other man-made structures thereon, over that portion of the Property described in Exhibit B, attached hereto (hereinafter referred to as the “Easement Area”);

WHEREAS, Subsequent to the conveyance of this Easement Agreement, Grantor will convey fee title to the individual lots within the Plat to various individual lot owners. For purpose of this Easement Agreement, the “Owner” shall mean that person or entity that owns the fee title interest in the Easement Area.

WHEREAS, this easement shall not limit the rights of the City to utilize the Easement Area in accordance with its rights under the Utility Easement.

NOW, THEREFORE, in consideration of the premises, it is hereby agreed by the parties as follows:

1. **Grant of Easement.** Grantor hereby forever grants to City and its successors and assigns, a Restrictive Use Easement, with those restrictions, terms, provisions, duties, and obligations herein contained in, under, on, over and through the Easement Area.
2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted upon the Easement Area. No trees or shrubs shall be removed from the Easement Area without the prior written consent of the City, except that any landowner on whose lot any part of the Easement Area exists shall keep such part of the Easement Area free of noxious weeds and diseased trees.
3. **Restrictions Relating to Vehicles and Structures.** No vehicles, building, impervious surface, or other man-made structures, (including, but not limited to: fences, sheds, fire pits, retaining walls, play equipment, gazebo's, rock gardens, landscape boulders, woodpiles, above-ground swimming pools, horse-shoe pits, volleyball pits, sport courts, animal kennels or vehicles) shall be placed in the Easement Area without the prior written consent of the City.
4. **Restrictions Relating to Waste Material.** No trash, waste, or other offensive material, soil, or landfill shall be placed upon or within the Easement Area without the prior written consent of the City.
5. **Restrictions Relating to Grade.** No change in the general topography of the Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
6. **Duration of Easement.** The duration of the easement is perpetual.
7. **Tree Removal.** Grantor shall be responsible for the removal and disposal of any dead, damaged or diseased tree(s) lying within such portion of the Easement Area and the payment of all costs and expenses associated therewith. Nothing contained herein shall prohibit or restrict the owner of the Easement Area from cutting the grass, planting grass or pruning vegetation or flowers.
8. **Continuing Maintenance.** With respect to the Easement Area, Grantor, at Grantor's sole cost and expense, shall be responsible for perpetually maintaining the Easement Area according to the terms and provisions set forth in this Easement Agreement.
9. **Easement Identification Signs.** By October 31, 2009, Grantor, at its own expense, shall install one (1) 4 x 4 post at the west terminus of the Easement Area and one (1) 4 x 4 post at the east terminus of the Easement Area. On each post Grantor shall place a sign (to be provided by the City) that in effect states that no structures may be placed in the Easement Area. The City shall approve the

wording of the signs. Grantor shall not remove the signs. If the posts need repair or replacement, then Grantor has the responsibility to repair or replace the posts.

10. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any public utilities which are, or come to be placed in, on, or under the Easement Area or within the Utility Easement.
11. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - a) The City may specifically enforce this Easement Agreement.
 - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Owner has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Owner of such failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Owner will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Owner to so comply, in which case the Owner shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Owner to comply with the terms and provisions of this Easement Agreement, in the event of an emergency as determined by the DWP, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Owner and without giving the Owner thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs emergency service work, the Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 9 (c) and 9 (d) with respect to the billing, collection and/or tax certification of such costs.
 - c) **Payment of Costs Incurred by City.** If the Owner fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DWP, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Owner. The amount of costs charged by the City to the Owner shall be the usual and

customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Owner shall make payment directly to the City within twenty (20) days after invoicing (“Due Date”) by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

d) **Certification of Costs Payable With Taxes.** If payment is not made by the Owner as provided in Section H(3.), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Owner in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Owner. The Owner hereby further waive any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property owned by the Owner. The Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Owner acknowledges that the benefit to the Property owned by the Owner from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Owner.

e) **Obligation For Maintenance Notwithstanding Public Easement.** The Owner agrees that their obligations relating to the Easement Area and relating to complying with the terms and provisions of this Easement Agreement exists notwithstanding the existence of this Easement Agreement in favor of the City. City hereby grants to the Owner a temporary right and license to enter the Easement Area for the purpose of performing the obligations hereunder relating to the Easement Area for the duration of the performance of the maintenance. The Owner hereby perpetually grants the City a temporary right and license to enter the Property for the purpose of performing those tasks necessary to assure compliance with this Easement Agreement.

12. **Binding Effect.** This easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor’s and assigns of the City.

13. **No Assumption of Duty.** Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Grantor's obligations.

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Easement Agreement to be executed as of the day and year aforesaid by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 10th day of August, 2009, 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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

Lot 1, Block 1, Dahn Addition.

EXHIBIT B
EASEMENT AREA

The north 10 feet of the east 165 feet of Lot 1, Block 1, Dahn Addition, Dakota County, Minnesota.

AGREEMENT RELATED TO IMPERVIOUS SURFACE RESTRICTIONS
ON LOT 1, BLOCK 1, DAHN ADDITION

THIS AGREEMENT, made this 10th day of August, 2009, between Jeffrey P. Dahn and Patricia A. Dahn, husband and wife, hereafter individually and collectively defined as “Owner”, and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the “City.”

RECITALS

WHEREAS, the real property (hereafter “Property”) referred to in this Agreement is located in Inver Grove Heights, Dakota County, Minnesota and is legally described as follows:

Lot 1, Block 1, Dahn Addition, according to the recorded plat thereof, on file and of record in the office of the Dakota County Recorder.

WHEREAS, Owner owns the property platted as Lot 1, Block 1, Dahn Addition.

WHEREAS, Dahn Addition (the Plat) consists of three (3) lots, namely, Lots 1, 2, and 3, Block 1, Dahn Addition. The City approved stormwater plan for the Plat is based on certain integrated and networked stormwater facilities and drainage patterns within the three (3) lots and on each respective lot not exceeding an impervious surface coverage designated for that particular lot. A change to the impervious surface coverage on a particular lot may have an effect on the stormwater drainage plan for the other lots in the plat.

WHEREAS, as part of the plat approval process, the City has imposed impervious surface restrictions on Lot 1, Block 1, Dahn Addition (the Property). Because of the current sizing of the stormwater facilities for the Property, the Owner cannot increase the impervious surface on the Property unless the City approves a modified stormwater plan for the Property and the Owner constructs the modified stormwater facilities on the Property in accordance with the modified stormwater plan.

WHEREAS, the City is requiring that the total impervious surface coverage for the Property shall not exceed twenty-five percent (25%), (including the area of the raingarden), unless the City approves a modified stormwater plan for the Property and the Owner constructs the modified stormwater facilities on the Property in accordance with the modified stormwater plan.

NOW THEREFORE, in consideration of the plat approval for the plat of Dahn Addition (hereafter "Plat") being provided by the City, Owner and the City hereby agree as follows:

SECTION 1.
OWNER'S COVENANTS

1.1 Owner acknowledges and agrees that the total impervious surface coverage for Lot 1, Block 1 shall not exceed twenty-five percent (25%), (including the area of the raingarden), of the total land area of the Property unless all of the following events and conditions occur:

- a. The City approves a modified stormwater plan for the Property.
- b. The Owner constructs the modified stormwater facilities on the Property in accordance with the modified stormwater plan.
- c. The Owner and City enter into a recordable agreement that sets the modified maximum impervious surface on the Property.

1.2 Owner acknowledges and agrees that the limitation on impervious surface coverage set forth in Section 1.1 applies irrespective of whether the Zoning Code or other regulations of the City allow a greater impervious surface coverage.

SECTION 2.
CITY'S COVENANTS

2.1 The City agrees to allow the Plat to be recorded, subject to the conditions contained in the Improvement Agreement between the parties dated August 10, 2009.

SECTION 3.
MISCELLANEOUS

3.1 No Assumption of Obligations. Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Owner's obligations contained herein if Owner does not perform such obligations.

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

3.3 Recording. By September 30, 2009, the Owner shall record this Agreement with the Dakota County Recorder against the Property and by October 31, 2009, the Owner shall present evidence to the City that this Agreement has been recorded.

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

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

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

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

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

3.9 Computation of Impervious Surface Coverage. The computation of what constitutes impervious surface, shall be made in accord with the City rules, regulations and ordinances in effect at the time the computation is made.

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Melissa Rheume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 10th day of August, 2009, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheume 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

OWNER
JEFFREY P. DAHN AND PATRICIA A. DAHN

By: _____
Jeffrey P. Dahn

By: _____
Patricia A. Dahn

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of _____, 2009, before me a Notary Public within and for said County, personally appeared Jeffrey P. Dahn and Patricia A. Dahn, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

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AGREEMENT RELATED TO IMPERVIOUS SURFACE RESTRICTIONS
ON LOT 2, BLOCK 1, DAHN ADDITION

THIS AGREEMENT, made this 10th day of August, 2009, between Jeffrey P. Dahn and Patricia A. Dahn, husband and wife, hereafter individually and collectively defined as “Owner”, and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the “City.”

RECITALS

WHEREAS, the real property (hereafter “Property”) referred to in this Agreement is located in Inver Grove Heights, Dakota County, Minnesota and is legally described as follows:

Lot 2, Block 1, Dahn Addition, according to the recorded plat thereof, on file and of record in the office of the Dakota County Recorder.

WHEREAS, Owner owns the property platted as Lot 2, Block 1, Dahn Addition.

WHEREAS, Dahn Addition (the Plat) consists of three (3) lots, namely, Lots 1, 2, and 3, Block 1, Dahn Addition. The City approved stormwater plan for the Plat is based on certain integrated and networked stormwater facilities and drainage patterns within the three (3) lots and on each respective lot not exceeding an impervious surface coverage designated for that particular lot. A change to the impervious surface coverage on a particular lot may have an effect on the stormwater drainage plan for the other lots in the plat.

WHEREAS, as part of the plat approval process, the City has imposed impervious surface restrictions on Lot 2, Block 1, Dahn Addition (the Property). Because of the current sizing of the stormwater facilities for the Property, the Owner cannot increase the impervious surface on the Property unless the City approves a modified stormwater plan for the Property and the Owner constructs the modified stormwater facilities on the Property in accordance with the modified stormwater plan.

WHEREAS, the Property currently has approximately ten percent (10%) impervious surface coverage.

WHEREAS, the City is requiring that the total impervious surface coverage for the Property shall not exceed fourteen percent (14%) unless the City approves a modified stormwater plan for the Property and the Owner constructs the modified stormwater facilities on the Property in accordance with the modified stormwater plan.

NOW THEREFORE, in consideration of the plat approval for the plat of Dahn Addition (hereafter "Plat") being provided by the City, Owner and the City hereby agree as follows:

SECTION 1.
OWNER'S COVENANTS

1.1 Owner acknowledges and agrees that the total impervious surface coverage for Lot 2, Block 1 shall not exceed fourteen percent (14%) of the total land area of the Property unless all of the following events and conditions occur:

- a. The City approves a modified stormwater plan for the Property.
- b. The Owner constructs the modified stormwater facilities on the Property in accordance with the modified stormwater plan.
- c. The Owner and City enter into a recordable agreement that sets the modified maximum impervious surface on the Property.

1.2 Owner acknowledges and agrees that the limitation on impervious surface coverage set forth in Section 1.1 applies irrespective of whether the Zoning Code or other regulations of the City allow a greater impervious surface coverage.

SECTION 2.
CITY'S COVENANTS

2.1 The City agrees to allow the Plat to be recorded, subject to the conditions contained in the Improvement Agreement between the parties dated August 10, 2009.

SECTION 3.
MISCELLANEOUS

3.1 **No Assumption of Obligations.** Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Owner's obligations contained herein if Owner does not perform such obligations.

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

3.3 **Recording.** By September 30, 2009, the Owner shall record this Agreement with the Dakota County Recorder against the Property and by October 31, 2009, the Owner shall present evidence to the City that this Agreement has been recorded.

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

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

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

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

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

3.9 Computation of Impervious Surface Coverage. The computation of what constitutes impervious surface, shall be made in accord with the City rules, regulations and ordinances in effect at the time the computation is made.

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Melissa Rheame, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 10th day of August, 2009, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheame 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

**OWNER
JEFFREY P. DAHN AND PATRICIA A. DAHN**

By: _____
Jeffrey P. Dahn

By: _____
Patricia A. Dahn

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of _____, 2009, before me a Notary Public within and for said County, personally appeared Jeffrey P. Dahn and Patricia A. Dahn, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

Timothy J. Kuntz
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South St. Paul, MN 55075
(651) 451-1831

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AGREEMENT RELATED TO IMPERVIOUS SURFACE RESTRICTIONS
ON LOT 3, BLOCK 1, DAHN ADDITION

THIS AGREEMENT, made this 10th day of August, 2009, between Jeffrey P. Dahn and Patricia A. Dahn, husband and wife, hereafter individually and collectively defined as “Owner”, and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the “City.”

RECITALS

WHEREAS, the real property (hereafter “Property”) referred to in this Agreement is located in Inver Grove Heights, Dakota County, Minnesota and is legally described as follows:

Lot 3, Block 1, Dahn Addition, according to the recorded plat thereof, on file and of record in the office of the Dakota County Recorder.

WHEREAS, Owner owns the property platted as Lot 3, Block 1, Dahn Addition.

WHEREAS, Dahn Addition (the Plat) consists of three (3) lots, namely, Lots 1, 2, and 3, Block 1, Dahn Addition. The City approved stormwater plan for the Plat is based on certain integrated and networked stormwater facilities and drainage patterns within the three (3) lots and on each respective lot not exceeding an impervious surface coverage designated for that particular lot. A change to the impervious surface coverage on a particular lot may have an effect on the stormwater drainage plan for the other lots in the plat.

WHEREAS, as part of the plat approval process, the City has imposed impervious surface restrictions on Lot 3, Block 1, Dahn Addition (the Property). Because of the current sizing of the stormwater facilities for the Property, the Owner cannot increase the impervious surface on the Property unless the City approves a modified stormwater plan for the Property and the Owner constructs the modified stormwater facilities on the Property in accordance with the modified stormwater plan.

WHEREAS, the Property currently has impervious surface coverage greater than twenty-five percent (25%).

WHEREAS, the City is requiring that the total impervious surface coverage for the Property shall not exceed twenty-five percent (25%).

WHEREAS, as part of the plat approval process, the City has imposed a condition that by October 31, 2009, the Owner must remove impervious surface coverage from the Property so that the Property has no more than twenty-five percent (25%) impervious surface coverage.

NOW THEREFORE, in consideration of the plat approval for the plat of Dahn Addition (hereafter "Plat") being provided by the City, Owner and the City hereby agree as follows:

SECTION 1.
OWNER'S COVENANTS

- 1.1** Owner acknowledges and agrees that the total impervious surface coverage for Lot 3, Block 1 shall not exceed twenty-five percent (25%), irrespective of whether the City ordinances allow a greater amount of impervious surface coverage.
- 1.2** Owner acknowledges and agrees that the limitation on impervious surface coverage set forth in Section 1.1 applies irrespective of whether the Zoning Code or other regulations of the City allow a greater impervious surface coverage.
- 1.3** By October 31, 2009, the Owner shall remove impervious surface coverage from the Property so that the impervious surface coverage does not exceed more than twenty-five percent (25%).
- 1.4** By October 31, 2009, the Owner shall provide evidence satisfactory to the City that the impervious surface coverage on the Property is not more than twenty-five percent (25%).
- 1.5** No building permit shall be issued for the Property unless the existing building in the southwest corner of the Property has been removed.
- 1.6** No building permit shall be issued for the Property unless the Owner demonstrates to the satisfaction of the City that the impervious surface on the Property is not greater than twenty-five percent (25%), taking into account the new buildings being built and the removal of the building in the southwest corner of the Property.

SECTION 2.
CITY'S COVENANTS

- 2.1** The City agrees to allow the Plat to be recorded, subject to the conditions contained in the Improvement Agreement between the parties dated August 10, 2009.

SECTION 3.
MISCELLANEOUS

- 3.1** **No Assumption of Obligations.** Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Owner's obligations contained herein if Owner does not perform such obligations.

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

3.3 Recording. By September 30, 2009, the Owner shall record this Agreement with the Dakota County Recorder against the Property and by October 31, 2009, the Owner shall present evidence to the City that this Agreement has been recorded.

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

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

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

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

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

3.9 Computation of Impervious Surface Coverage. The computation of what constitutes impervious surface, shall be made in accord with the City rules, regulations and ordinances in effect at the time the computation is made.

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Melissa Rheame, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 10th day of August, 2009, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheame 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

**OWNER
JEFFREY P. DAHN AND PATRICIA A. DAHN**

By: _____
Jeffrey P. Dahn

By: _____
Patricia A. Dahn

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of _____, 2009, before me a Notary Public within and for said County, personally appeared Jeffrey P. Dahn and Patricia A. Dahn, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

L:\CLIENTS\810\81000\13000 - Pass Through\Dahn Addition - 13095\documents\Agreement Relating to Impervious Surface Restriction on Lot 2 (new) - Dahn Addition.doc

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

A contract to upgrade inspection department permitting software.

Meeting Date: August 10, 2009
 Item Type: Work Session
 Contact: Franklin Martin: 651-450-2549
 Prepared by: Franklin Martin, Building Official
 Reviewed by: Tom Link, Community Development Director

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

PURPOSE/ACTION REQUESTED

The City Council is to consider a resolution approving a contract with Municipal Software to upgrade our existing CityView inspections software as attached. This expenditure is included in the current MIS fund of the 2009 budget.

SUMMARY

In 2006, the Building Inspections Division replaced an outdated operating system called TRIP with Municipal Software’s CityView version 8 operating system. The system allows permits to be entered with greater detail by requiring additional fields to be completed. Additionally, this system allows the city to retain all information onsite using our own servers. In 2008, Municipal Software released version 9, which is based on a new level of software technology. The system went from a single item system similar to an Access based screen, to a windows based screen similar to how Outlook is set up.

One drawback to our current CityView version 8 is only one permit may be created and worked on by the system at one time. If a contractor arrives at the counter and requests multiple permits, the Permit Technicians must input the minimum amount of information, generate a permit number, and close the file to start another building permit application. Afterwards, the Permit Technician then pulls the previous permits created up on their computers and input the remaining information for the purpose of completing the application process.

CityView version 9 works like Microsoft Outlook. This would allow the Permit Technicians to enter multiple permits in individual windows. An immediate benefit is more efficient use of time. This saves the Permit Technician from having to go back into the system and work on permits individually. With multiple windows that can be opened, it saves time for the Permit Technician by allowing them to keep whatever they are currently working on open, and merely open another window pane.

Additionally, CityView version 9 has been completely overhauled using a new software technology and suggestions from other municipalities (including our own). With the

ability to collect and input more information on multiple permits at one time, the Permit Technicians are able to save more time by eliminating wasted actions which increases performance of the system and creates more efficient use of time.

Additionally, more information on permits and structures increases the ability of Permit Technicians to answer questions from callers or walk-ins at the building inspection department window. This is a valuable resource because it enables the Permit Technicians to assist callers rather than forwarding them into the voicemails of Combination Inspectors.

CityView version 9 has been overhauled to allow for better maintenance and operation by its users. In addition to online tech support we will receive unlimited phone support from Municipal Software in debugging problems and assisting users in answering operational questions.

Enc: Resolution

cc: Tom Link, Community Development Director

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE PROPOSAL OF MUNICIPAL SOFTWARE TO
UPGRADE THE INSPECTIONS DIVISION COMPUTER SOFTWARE FROM
CITYVIEW VERSION 8 TO CITYVIEW VERSION 9**

WHEREAS, the Inspections Division of Community Development currently uses Municipal Software version 8.

WHEREAS, Municipal Software offers an upgrade from CityView version 8 to CityView version 9.

WHEREAS, CityView version 9 offers increased efficiency, improved customer service, and greater maintenance/service support.

WHEREAS, funds are provided for this upgrade in MIS fund of 2009 Budget.

NOW, THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS hereby accepts the proposal of Municipal Software to upgrade from CityView version 8 to CityView version 9 at a cost of \$52,780.00.

Passed by the City Council of the City of Inver Grove Heights on the _____ day of August, 2009.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Making an Election Not to Waive the Statutory Tort Limits for Liability Insurance Purposes

Meeting Date: August 10, 2009
Item Type: Consent Agenda
Contact: Ann Lanoue 651.450.2517
Prepared by: Ann Lanoue, Finance Director
Reviewed by: N/A

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

PURPOSE/ACTION REQUESTED To approve Resolution Making an Election Not to Waive the Statutory Tort Limit for Liability Insurance Purposes.

SUMMARY The City procures its liability insurance from the League of Minnesota Cities Insurance Trust (LMCIT). The LMCIT is now requiring a resolution be adopted annually by the City Council making an election to waive or not waive the statutory tort limit. The City has never waived the tort limit. This resolution merely confirms current practice for the City and is in conformance with the majority of Minnesota cities.

Minnesota Statutes 466.04 currently sets the maximum liability limits for cities at \$400,000 per claimant and \$1,200,000 per occurrence. The City's current insurance policies provide coverage up to the tort liability limits as provided by Minnesota Statutes. The LMCIT does allow cities to waive those limits if they so choose. Because there is this choice the LMCIT requires cities to make their election with regards to waiving or not waiving its tort liability as established by Minnesota Statutes 466.03 by resolution.

If the City were to waive the tort limit, the City's exposure would be greater. Because of the increased exposure, the City's liability insurance premium would also be greater. In addition these limits have been tested and upheld by the courts several times in Minnesota. If the City were to waive the tort limits we would need to purchase excess liability coverage. This does not protect the City any better. The benefit is the injured party. If the City waives the statutory limit, an individual claimant could recover up to \$1,200,000 in damages on a claim. The individual would still have to prove to the court or jury that he/she really has that amount of damages. Also, the statutory limit of \$1,200,000 per occurrence would still apply; that would limit the individual's recovery to a lesser amount if there were multiple claimants.

I recommend that the Council adopt the attached Resolution Making an Election Not to Waive the Statutory Tort Limit for Liability Insurance Purposes.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION MAKING AN ELECTION NOT TO WAIVE THE STATUTORY TORT LIMITS
FOR LIABILITY INSURANCE PURPOSES**

WHEREAS, Minnesota Statutes Chapter 466 deals with tort liability for cities; and

WHEREAS, Minnesota Statutes 466.04 currently sets the maximum liability limits for cities at \$400,000 per claimant and \$1,200,000 per occurrence; and

WHEREAS, the City procures its insurance from the League of Minnesota Cities Insurance Trust (LMCIT); and

WHEREAS, the City's current insurance policies provide coverage up to the tort limits as provided by Minnesota Statutes; and

WHEREAS, the LMCIT allow the City the option to waive those limits; and

WHEREAS, THE LMCIT has asked the City to make an election by resolution with regards to waiving or not waiving its tort liability established by Minnesota Statutes 466.04; and

NOW, THEREFORE BE IT RESOLVED, BY THE CITY OF INVER GROVE HEIGHTS:
that the City of Inver Grove Heights does hereby elect not to waive the statutory tort limits established by Minnesota Statutes 466.04.

Adopted this 10th day of August, 2009.

Ayes:
Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 2 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation

Meeting Date: August 10, 2009
Item Type: Consent
Contact: Jenelle Teppen, Asst City Admin *JT*
Prepared by:
Reviewed by:

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

PURPOSE/ACTION REQUESTED Consider Pay Voucher No. 2 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation.

SUMMARY The contract was awarded in an amount of \$11,501,900 to Shaw Lundquist Associates on April 27, 2009 for the project identified above.

The contractor has completed the work through July 31, 2009 in accordance with the contract plans and specifications. A 5% retainage will be maintained until the project is completed.

Staff recommends approval of Pay Voucher No. 2 in the amount of \$163,986.67 to Shaw Lundquist Associates for work on City Project No. 2008-18 – Public Safety Addition/City Hall Renovation.

Attachment: Pay Voucher No. 2

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO: 2 (Two)
DATE: August 6, 2009
PERIOD ENDING: July 31, 2009
CONTRACT: Public Safety Addition City Hall Renovation
PROJECT NO: 2008-18 – Public Safety Addition/City Hall Renovation

TO: Shaw Lundquist Associates
2757 West Service Road
Saint Paul, MN 55121

Original Contract Amount \$11,501,900
Total Addition \$0.00
Total Deduction \$0.00
Total Contract Amount \$11,501,900
Total Value of Work to Date 457,427.55
Less Retained (5%) \$22,871.38
Less Previous Payment \$0.00
Total Approved for Payment this Voucher \$163,986.67
Total Payments including this Voucher \$434,556.17

Approvals:

Pursuant to field observation, and approval by the Architect and Owner's Representative, I hereby recommend for payment the above stated amount for work performed through June 30, 2009.

Signed by: _____ August 10, 2009
Jenelle Teppen, Assistant City Administrator

Signed by: _____
Shaw Lundquist Associates Date

Signed by: _____ August 10, 2009
George Tourville, Mayor

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 7

PAGES

TO OWNER: City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

PROJECT: Public Safety Addition
and City Hall Remodel
8150 Barbara Ave.
Inver Grove Hts, MN

APPLICATION NO: 02
APPLICATION DATE: July 24, 2009
PERIOD TO: July 31, 2009

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR:

VIA ARCHITECT: BKV Group, Inc.
222 North Second Street
Minneapolis, MN 55401

Shaw-Lundquist Associates, Inc. (09477)
Remit to: **SDS 12-0699 Box 86**
Minneapolis, MN 55486

PROJECT NOS: **#1643-01**

CONTRACT DATE: May 19, 2009

CONTRACT FOR: General Construction

CONTRACTOR'S APPLICATION FOR PAYMENT

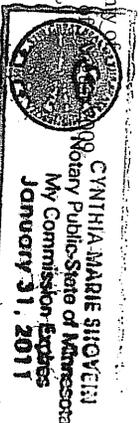
Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	11,501,900.00
2. Net change by Change Orders	\$	11,501,900.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	457,427.55
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	22,871.38
5. RETAINAGE:		
a. <u>5</u> % of Completed Work (Column D + E on G703)	\$	1,150,950.00
b. <u> </u> % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	22,871.38
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	434,556.17
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	270,569.50
8. CURRENT PAYMENT DUE	\$	163,986.67
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	11,067,343.83

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

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

CONTRACTOR: SHAW-LUNDQUIST ASSOCIATES, INC.

By: [Signature] Date: August 6, 2009
Thomas J. Meyers - Vice President
State of: Minnesota
County of: Ramsey
Subscribed and sworn to before me this 8th day of August, 2009
Notary Public: [Signature] My Commission Expires: 1-31-2011


ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$ 163,986.67

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

By: [Signature] Date: 8/6/09

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 7 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 02

Contractor's signed certification is attached.

APPLICATION DATE: July 24, 2009

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: July 31, 2009

Use Column I on Contracts where variable retainage for line items may apply.

OWNER'S PROJECT NO: #1643.01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)				COMPLETED AND STORED TO DATE (D+E+H)	% (G ÷ C)		
PHASE 1										
01010	Mobilization/Project Setup	14,676	5,000		5,000		10,000	68.14%	4,676	
01020	Supervision & Project Management	259,344	21,612		21,612		43,224	16.67%	216,120	
01030	Layout & misc. survey	6,180			4,000		4,000	64.72%	2,180	
01040	Performance Bonds	79,857	79,857				79,857	100.00%		
01050	General liability insurance	30,480	30,480				30,480	100.00%		
01060	Enclosed building heat,electric, misc. utilities	56,880			5,000		5,000	8.79%	51,880	
01070	equipment rentals,small tools	6,138			1,023		1,023	16.67%	5,115	
01080	Safety and enclosures	4,614			500		500	10.84%	4,114	
01090	Temporary Fence	15,750						0.00%	15,750	
01100	Project Sign	688						0.00%	688	
01110	Toilets/Trailers/Telephone	14,700			2,450		2,450	16.67%	12,250	
01120	Dumpsters/general cleaning	35,664			5,944		5,944	16.67%	29,720	
01130	Punchlist/final Cleaning/project closeout/C	10,545						0.00%	10,545	
31 2300	excavation work	230,287	45,700		20,000		65,700	28.53%	164,587	
32 1206	plant mixed asphalt pavement, porous aspha	68,910						0.00%	68,910	
32 1314	concrete walks,median and driveways	26,400						0.00%	26,400	
32 1613	concrete curb & gutter	27,162						0.00%	27,162	
32 3241	Landscaping,irrigation,retaining walls	100,980						0.00%	100,980	
33 1000	site utilities	123,000	73,500				73,500	59.76%	49,500	
02 4119	selective demolition for remodeling	47,900			5,000		5,000	10.44%	42,900	
03 2000	concrete reinforcing steel	29,636			14,500		19,500	65.80%	10,136	
03 2001	reinforcing steel labor	24,000			5,000		7,000	29.17%	17,000	
03 3000	cast-in-place concrete	368,285			17,000		29,000	7.87%	339,285	
03 3510	polished concrete	17,856						0.00%	17,856	
Page Totals		1,599,931	275,149		107,029		382,178		1,217,753	0

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 3 OF 7 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 02

Contractor's signed certification is attached.

APPLICATION DATE: July 24, 2009

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: July 31, 2009

Use Column I on Contracts where variable retainage for line items may apply.

OWNER'S PROJECT NO: #1643.01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)					% (G ÷ C)		
04 2000	unit masonry, precast arch. Concrete	510,606			25,000		25,000	4.90%	485,606	
05 5000	Steel, Misc. Metal Materials	260,991	961		12,089		13,050	5.00%	247,941	
05 5001	Steel, Misc. Metal Labor	119,400						0.00%	119,400	
06 1053	miscellaneous carpentry	27,570						0.00%	27,570	
06 4100	architectural woodwork	117,456						0.00%	117,456	
06 4101	Architectural woodwork Labor	31,491						0.00%	31,491	
07 1326	hot-fluid applied asphalt waterproofing	18,000			5,000		5,000	27.78%	13,000	
07 2726	moisture barrier	23,700						0.00%	23,700	
07 4213	metal panels	78,233						0.00%	78,233	
07 5400	Roofing, sheetmetal flashing & trim	137,780						0.00%	137,780	
07 9200	joint sealers	15,306						0.00%	15,306	
07 9513	expansion joint cover assemblies	5,667						0.00%	5,667	
08 1113	H/M doors, wood doors, finish hardware	151,597						0.00%	151,597	
08 3113	access panels	2,483						0.00%	2,483	
08 3313	coiling counter doors, grilles, four fold doors	51,446						0.00%	51,446	
08 4423	glazed aluminum curtainwalls, glazing	569,040						0.00%	569,040	
08 7115	automatic door operators	3,131						0.00%	3,131	
08 9100	louver and vents	18,935						0.00%	18,935	
09 2900	Drywall, mtl framing, fireproofing, plaster	337,800						0.00%	337,800	
09 3100	tile	30,710						0.00%	30,710	
09 5123	acoustical tile ceilings & wall panels	97,602						0.00%	97,602	
09 6723	resinous flooring	4,976						0.00%	4,976	
09 6813	carpet tile & resilient flooring, entrance mat	87,156						0.00%	87,156	
09 7750	fiberglass reinforced panels	390						0.00%	390	
Page Totals		2,701,465	961		42,089		43,050		2,658,415	0

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 4 OF 7 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 02

Contractor's signed certification is attached.

APPLICATION DATE: July 24, 2009

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: July 31, 2009

Use Column I on Contracts where variable retainage for line items may apply.

OWNER'S PROJECT NO: #1643.01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
09 9000	painting and coatings	40,826								
10 1000	visual display boards	6,872								
10 1413	interior signage	3,468								
10 1451	exterior signage	5,871								
10 2113	toilet compartments	10,160								
10 2219	dismountable partitions	4,499								
10 2800	toilet accessories	6,852								
10 4413	fire protection specialties	2,274								
10 5113	metal lockers	18,413								
10 5114	police evidence lockers	78,620								
10 5613	metal storage shelving	12,205								
10 6500	wire mesh partitions	5,880								
10 7500	flagpoles	1,557								
10 9000	fire department lock boxes	355								
11 1930	detention furnishings	70,484								
11 3100	appliances	5,915								
11 5213	projection screens	7,146								
12 2413	roller shades	28,583								
13 4200	bullet resistant transaction window	10,631								
14 2400	holed hydraulic elevators	121,273								
21 0000	fire suppression	53,823								
22 0000	Mechanical complete	2,305,158								
26 0000	electrical	769,100								
	Page Totals	3,569,965	7,200		23,500			30,700		3,539,265
	Phase I Totals	7,871,361	283,310		172,618			455,928		7,415,434

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 5 OF 7 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 02

Contractor's signed certification is attached.

APPLICATION DATE: July 24, 2009

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: July 31, 2009

Use Column I on Contracts where variable retainage for line items may apply.

OWNER'S PROJECT NO: #1643.01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
	PHASE 2								
01010	Mobilization/Project Setup	9,784						9,784	
01020	Supervision & Project Management	172,896						172,896	
01030	Layout & misc. survey	4,120						4,120	
01040	Performance Bonds	53,238						53,238	
01050	General liability insurance	20,320						20,320	
01060	Enclosed building heat,electric, misc. utilities	37,920						37,920	
01070	equipment rentals, small tools	4,092						4,092	
01080	Safety and enclosures	3,076						3,076	
01090	Temporary Fence	5,250						5,250	
01100	Project Sign	458						458	
01110	Toilets/Trailers/Telephone	9,800						9,800	
01120	Dumpsters/general cleaning	23,776						23,776	
01130	Punchlist/final Cleaning/project closeout/C	7,030						7,030	
31 2300	excavation work	153,524						153,524	
32 1206	plant mixed asphalt pavement, porous asph	45,940						45,940	
32 1314	concrete walks, median and driveways	17,600						17,600	
32 1613	concrete curb & gutter	14,422						14,422	
32 3241	Landscape,irrigation,retaining walls	67,320						67,320	
33 1000	site utilities	82,000						82,000	
02 4119	selective demolition for remodeling	31,934						31,934	
03 2000	concrete reinforcing steel	19,757						19,757	
03 2001	reinforcing steel labor	16,000						16,000	
03 3000	cast-in-place concrete	245,523						245,523	
03 3510	polished concrete	11,904						11,904	
	Page Totals	1,057,685	0	0	0	0	0	1,057,685	0

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 6 OF 7 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 02

Contractor's signed certification is attached.

APPLICATION DATE: July 24, 2009

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: July 31, 2009

Use Column I on Contracts where variable retainage for line items may apply.

OWNER'S PROJECT NO: #1643.01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)				% (G ÷ C)			
04 2000	unit masonry, precast arch. Concrete	340,404							340,404	
05 5000	Steel, Misc. Metal Material	173,994							173,994	
05 5001	Steel, Misc. Metal Labor	79,600							79,600	
06 1053	miscellaneous carpentry	18,380							18,380	
06 4100	architectural woodwork	78,304							78,304	
06 4101	Architectural woodwork Labor	20,994							20,994	
07 1326	hot-fluid applied asphalt waterproofing	12,000							12,000	
07 2726	moisture barrier	15,800							15,800	
07 4213	metal panels	74,815							74,815	
07 5400	Roofing, sheetmetal flashing & trim	54,665							54,665	
07 9200	joint sealers	10,204							10,204	
07 9513	expansion joint cover assemblies	3,778							3,778	
08 1113	HM doors, wood doors, finish hardware	101,064							101,064	
08 3113	access panels	1,655							1,655	
08 3313	coiling counter doors, grilles, four fold doors	34,297							34,297	
08 4423	glazed aluminum curtainwalls, glazing	37,200		1,500			1,500		35,700	
08 7115	automatic door operators	3,131							3,131	
08 9100	louver and vents	12,623							12,623	
09 2900	Drywall, mtl framing, fireproofing, plaster	225,200							225,200	
09 3100	tile	16,120							16,120	
09 5123	acoustical tile ceilings & wall panels	152,398							152,398	
09 6723	resinous flooring	3,318							3,318	
09 6813	carpet tile & resilient flooring, entrance mat	58,104							58,104	
09 7750	fiberglass reinforced panels	260							260	
	Page Totals	1,528,308		1,500			1,500		1,526,808	0

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 7 OF 7 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 02

APPLICATION DATE: July 24, 2009

PERIOD TO: July 31, 2009

OWNER'S PROJECT NO: #1643.01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)				% (G ÷ C)			
09 9000	painting and coatings	35,500							35,500	
10 1000	visual display boards	4,581							4,581	
10 1413	interior signage	2,312							2,312	
10 1451	exterior signage	3,914							3,914	
10 2113	toilet compartments	6,773							6,773	
10 2219	dismountable partitions	2,999							2,999	
10 2800	toilet accessories	4,568							4,568	
10 4413	fire protection specialties	1,516							1,516	
10 5113	metal lockers	12,275							12,275	
10 5114	police evidence lockers	0								
10 5613	metal storage shelving	8,136							8,136	
10 6500	wire mesh partitions	3,920							3,920	
10 7500	flagpoles	1,038							1,038	
10 9000	fire department lock boxes	237							237	
11 1930	detention furnishings	0								
11 3100	appliances	3,943							3,943	
11 5213	projection screens	650							650	
12 2413	roller shades	2,602							2,602	
13 4200	bullet resistant transaction window	7,088							7,088	
14 2400	holed hydraulic elevators	10,000							10,000	
21 0000	fire suppression	42,163							42,163	
22 0000	Mechanical complete	287,230							287,230	
26 0000	electrical	603,100							603,100	
Page Totals		1,044,546	0	0	0	0	0	0	1,044,546	0
Phase 2 Totals		3,630,539	1,500	0	1,500	0	1,500	0	3,629,039	
Contract Totals		11,501,900	284,810	172,618	457,428	0	3,98%	11,044,472		

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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: August 10, 2009
 Item Type: Consent
 Contact: Judy Thill, 450-2495
 Prepared by: Judy Thill, Fire Chief
 Reviewed by: n/a

Fiscal/FTE Impact:	
<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

Consider accepting the Assistance to Firefighters Grant in the amount of \$70,640 and authorizing the required 10% match from the City of Inver Grove Heights in the amount of \$7,064.

SUMMARY

An Assistance to Firefighters Grant was recently received by the IGH Fire Department. The total amount of the grant award is \$70,640. Of that amount, the Federal Government will pay \$63,576 and there is a required 10% match of \$7,064. Working with the Finance Department, they have set up a special project name and number and provided a code number that will be used for all expenses under this grant program.

The project name and number are: Fire-AFG 2009, number 2009-27. Funds will be transferred from the 2009 IGH Fire Department budget and placed in that project account to provide the \$7,064 match. The amount of \$3,564 will be transferred from account number 101-4200-423.50-80 and the remaining \$3,500 will be transferred from account number 101-4200-423.30-70.

As the remaining \$63,576 is spent, it will be coded to this project number and then the Federal Government will reimburse the City of Inver Grove Heights.

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE ASSISTANCE TO FIREFIGHTERS GRANT IN THE AMOUNT OF \$70,640 AND AUTHORIZING A REQUIRED FUND MATCH FROM THE CITY OF INVER GROVE HEIGHTS IN THE AMOUNT OF \$7,064

WHEREAS, the Inver Grove Heights Fire Department has received an Assistance to Firefighters Grant from the Federal Government in the amount of \$70,640; and

WHEREAS, the Federal Government has agreed to pay \$63,576 and the City has agreed to fund the required grant match in the amount of \$7,064 which is equal to ten percent of the total amount of the grant award; and

WHEREAS, the Inver Grove Heights Fire Department intends to use the grant money for the purchase of rescue equipment and firefighter training purposes,

NOW, THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS hereby approves the acceptance of the Assistance to Firefighters Grant and authorizes the City to fund the required match in the amount of \$7,064; and

NOW, THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS hereby authorizes the required fund match to be funded via a transfer of \$3,564 from the Inver Grove Heights Fire Department Account Number 101-4200-423.50-80 and \$3,500 from the Inver Grove Heights Fire Department Account Number 101-4200-423.30-70 to Special Project Fund: Fire-AFG 2009, Number 2009-27

Passed by the City Council of the City of Inver Grove Heights on this 10th day of August, 2009

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Inver Grove Heights Soccer Association – Renewal of Charitable Gambling Premises Permit at Celts Pub, 6559 Concord Boulevard

Meeting Date: August 10, 2009
Item Type: Consent
Contact: 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 Resolution Approving Renewal Application of the Inver Grove Heights Soccer Association for a Class “B” Premises Permit for the Sale of Pull-Tabs at Celts Pub, 6559 Concord Boulevard.

SUMMARY:

The Inver Grove Heights Soccer Association has submitted a renewal application for the premises permit for the sale of pull-tabs at Celts Pub. The soccer association is in compliance with the trade area expenditure requirements and has submitted all reporting documentation as outlined in the City Code.

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

RESOLUTION NO. _____

**RESOLUTION APPROVING THE RENEWAL APPLICATION OF
INVER GROVE HEIGHTS HOCKEY ASSOCIATION FOR
A CLASS "B" PREMISES PERMIT TO CONDUCT LAWFUL PURPOSE
GAMBLING AT CELTS PUB LOCATED AT
6559 CONCORD BLVD., INVER GROVE HEIGHTS, MINNESOTA**

WHEREAS, Minnesota Statutes require premises on which lawful gambling is conducted to be licensed by the Minnesota Charitable Gambling Control Board, and

WHEREAS, the Inver Grove Heights Soccer Association has submitted a renewal application for a Class "B" Gambling Premises Permit to conduct the sale of pull-tabs at Celts Pub, located at 6559 Concord Boulevard, Inver Grove Heights, and

WHEREAS, the City of Inver Grove Heights has conducted the required background investigation on the application which has not developed any facts that would constitute the basis for denial, now

THEREFORE, BE IT RESOLVED, BY THE City Council of the City of Inver Grove Heights, County of Dakota, State of Minnesota, hereby approves the renewal application of the Inver Grove Heights Hockey Association for a premises permit for Class "B" charitable gambling operations at Celts Pub, 6559 Concord Boulevard, subject to compliance with the provision of the City's Gambling Ordinance or Minnesota Statutes relating to charitable gambling and requests waiver of the 30-day waiting period.

FURTHER, to direct staff to forward of copy of this resolution to the Minnesota Charitable Gambling Control Board.

Adopted this 10th day August, 2009

Ayes:

Nays:

George Tourville, Mayor

Attest:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Request of Drkula's Bowl for Temporary Liquor License Extension for Events in Conjunction with the Inver Grove Heights Days

Meeting Date: August 10, 2009
Item Type: Consent
Contact: 651-450-2513
Prepared by: Melissa Rheume
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 Bowl for the temporary extension of its On-Sale Intoxicating liquor sales area on September 11, 2009 from 4-12:30 a.m. and on September 12, 2009 from 12:00 p.m. to 12:30 a.m., for events to be held in conjunction with Inver Grove Heights Days.

SUMMARY

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

As in years past, the two events will be held in the parking lot and a tent will be used for each event. On Friday evening a live band will perform in the tent from 7:30 p.m. to 12:00 a.m., and a professional wrestling event is scheduled on Saturday, after the parade. This will be an entertainment only event, and will not involve real fighting.

Tim Drkula has submitted plans for the event to the Fire Marshall and Police Chief to receive their input regarding the proposed outdoor sales, the tent placement and other safety issues related to the events.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Request of Kladek, Inc. for a Temporary Liquor License Extension to a Designated Outdoor Area on Saturday, September 19th from 10:00 a.m. to 3:30 p.m. in conjunction with a Food Drive and Car Show Event

Meeting Date: August 10, 2009
 Item Type: Consent
 Contact: 651.450.2513
 Prepared by: Melissa Rheume
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Consider request of Kladek, Inc. to extend the existing liquor license sales area to a designated outdoor area on Saturday, September 19th from 10:00 a.m. to 3:30 p.m. in conjunction with a food drive and car show event.

SUMMARY:

Susan Kladek has made a request to extend the liquor sales area to the King of Diamonds parking lot during a one-day event consisting of a food drive and car show. The proceeds and food donations will be given to the Emergency Foodshelf Network. The event will include the sale of food and non-alcoholic beverages as well as a beer garden to be located in an enclosed area of the parking lot. No alcoholic beverages will be consumed outside of the enclosed area, and colored wristbands will be utilized for age verification purposes. Security personnel will be on-hand throughout the day to monitor the event.

Mrs. Kladek will work with the Police Chief and the Fire Marshall as the event date nears to receive input regarding the proposed outdoor sales and other safety issues related to the event.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Contract with Global Golf Advisors for the Operational Assessment of the Inver Wood Golf Course

Meeting Date: August 10, 2009
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Eric Carlson – Parks & Recreation

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

PURPOSE/ACTION REQUESTED

Approve the attached contract between the City and Global Golf Advisors for the Operational Assessment of the Inver Wood Golf Course. The City will reimburse Global Golf Advisors \$44,500 for their work plus \$10,600 for reimbursable expenses.

SUMMARY

At the July 27th Council meeting, the Council approved hiring Global Golf Advisors to perform the Operational Assessment of the Inver Wood Golf Course consistent with the RFP that was established by the City. Working with the City Attorney Office and Global Golf Advisors, the attached contract is recommended for approval.

AGREEMENT FOR SERVICES PERFORMED BY INDEPENDENT CONTRACTOR

THIS AGREEMENT is made on the _____ day of _____, 2009, between the **CITY OF INVER GROVE HEIGHTS** ("City"), whose business address is 8150 Barbara Ave, Inver Grove Heights, MN 55077, and Global Golf Advisors ("Contractor"), whose business address is 2415 East Camelback Road, Suite 700, Phoenix, AZ 85106.

THE CITY AND CONTRACTOR AGREE AS FOLLOWS:

1. **Independent Contractor.** The City hereby retains the Contractor as an independent contractor upon the terms and conditions set forth in this Agreement. The Contractor is not an employee of the City and is free to contract with other entities as provided herein. Contractor shall be responsible for selecting the means and methods of performing the work. Contractor shall furnish any and all supplies, equipment, and incidentals necessary for Contractor's performance under this Agreement. City and Contractor agree that Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's agents or employees are in any manner agents or employees of the City. Contractor shall be exclusively responsible under this Agreement for Contractor's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.
2. **Contractor's Services.** The Contractor agrees to provide services as described in Exhibit A, attached and made a part of this Agreement. The Contractor shall, in the execution of services, conform to all applicable federal, state, and local laws, codes, ordinances, and regulations.
3. **Time for Performance of Services.** The Contractor shall perform the services outlined in Exhibit A attached and made a part of this Agreement.
4. **Compensation for Services.** Compensation shall be in accordance with Exhibit A and Exhibit B, attached and made a part of this Agreement.
5. **Method of Payment.** The Contractor shall submit to the City, on a monthly basis, bills for professional services performed under this Agreement. Bills submitted shall be paid in the same manner as other claims made to the City.
6. **Termination.** Either party, without cause, may terminate this Agreement by seven (7) days' written notice delivered to the other party at the address written above. After termination, the City shall have no further obligation to Contractor except to compensate Contractor for services performed before Contractor's receipt of notice of termination.
7. **Subcontractor.** The Contractor shall not enter into subcontracts for services provided under this Agreement, except as noted in Exhibit A, without the express written consent of the City.

8. **Assignment.** Neither party shall assign this Agreement, or any interest arising herein, without the written consent of the other party.
9. **Indemnification.** Contractor agrees to defend, indemnify and hold the City, its officers, and employees harmless from any liability, claims, damages, costs, judgments, or expenses, including reasonable attorney's fees, resulting directly or indirectly from an act or omission (including without limitation professional errors or omissions) of the Contractor, its agents, employees, or subcontractors in the performance of the services provided by this Agreement and against all losses by reason of the failure of said Contractor fully to perform, in any respect, all obligations under this Agreement.
10. **Workers Compensation Insurance.** Worker's compensation coverage shall be furnished meeting minimum requirements of Minnesota law. The Contractor shall provide proof of workers' compensation coverage and shall execute the form attached hereto.
11. **Records Access.** The Contractor shall provide the City access to any books, documents, papers, and records which are directly pertinent to the Agreement, for the purpose of making audit, examination, excerpts, and transcriptions, for three years after final payments and all other pending matters related to this Agreement are closed.
13. **Data Privacy.** The Contractor shall comply with Minnesota Statutes Chapter 13, The Minnesota Government Data Practices Act. The Contractor shall not disclose non-public information except as authorized by the Act.
14. **Ownership of Documents.** All plans, diagrams, assessments, operation audits, analyses, reports, and information generated in connection with performance of the Agreement shall become the property of the City once the final report is accepted by the City. The City may use the information as it sees fit. Such use by the City shall not relieve any liability on the part of the Contractor.
15. **Governing Law.** The laws of the State of Minnesota shall control this Agreement.
16. **Principal Contact Persons** The principal contact person at Global Golf Advisors shall be Henry DeLozier. This person shall be available to receive telephone calls and shall be responsible to respond to all correspondence. No document shall be sent to the City unless this person has reviewed and approved the document.

The principal contact person at the City of Inver Grove Heights shall be Eric Carlson. This person shall be available to receive telephone calls and shall be responsible to respond to all correspondence.

17. **Consultation After Acceptance of Operation Assessment.** After acceptance of all of the deliverables, the Contractor, at no expense to the City, agrees to make the contractor's contact person available from time to time by telephone up to a cumulative time period of four hours to answer telephone inquiries and to provide consultation to the City's contact person.

Executed as of the day and year first written above.

CITY OF INVER GROVE HEIGHTS

CONTRACTOR:

Mayor: _____ By: _____

City Administrator

Attest: _____
Deputy City Clerk

**PROOF OF WORKERS' COMPENSATION
INSURANCE COVERAGE**

Minnesota Statutes Section 176.182 requires every governmental subdivision entering into a contract for doing any public work to obtain acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Section 176.181, subd. 2. The information required is: the name of the insurance company, the policy number, and dates of coverage or the permit to self-insure. This information will be collected by the licensing agency and put in their company file. It will be furnished, upon request, to the Department of Labor and Industry to check for compliance with Minnesota Statutes Section 176.181, subd. 2.

This information is required by law, and a contract for the doing of any public work may not be entered into if it is not provided and/or is falsely reported. Furthermore, if this information is not provided and/or is falsely reported, it may result in a penalty assessed against the applicant by the Commissioner of the Department of Labor and Industry payable to the Special Compensation Fund.

Provide the information specified above in the spaces provided, or certify the precise reason your business is excluded from compliance with the insurance coverage requirement for workers' compensation.

INSURANCE COMPANY NAME: _____
(**NOT** the insurance agent)

POLICY NO. OR SELF-INSURANCE PERMIT NO.: _____

DATES OF COVERAGE: _____

- OR -

I am not required to have workers' compensation liability coverage because:

- I have no employees covered by the law.
- Other (*specify*): _____

I HAVE READ AND UNDERSTAND MY RIGHTS AND OBLIGATIONS WITH REGARD TO PUBLIC CONTRACTS AND WORKERS' COMPENSATION COVERAGE, AND I CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.

(Signature)

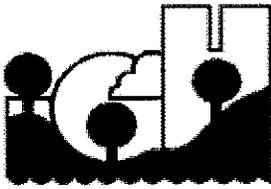


EXHIBIT A
CITY OF INVER GROVE HEIGHTS
INVER WOOD GOLF COURSE
OPERATIONAL ASSESSMENT

PURPOSE

The City of Inver Grove Heights is seeking proposals from qualified firms to assist the City in a study of the Inver Wood Golf Course. The Operational Assessment is intended to examine, review and analyze the multiple functions including a full review of the operations, policies, practices, procedures, staffing and programming in order to amend the current business plan and develop a strategy for the long term vitality of the golf course that assists the city in increasing revenues and reducing expenses.

COMMUNITY PROFILE

The City of Inver Grove Heights, incorporated in 1965, is a suburban community located approximately 9 miles south of the City of St. Paul, Minnesota. The city has a population of approximately 33,000 and encompasses approximately 30 square miles. The City has recently opened an additional 1,500 acres for development in the course of the next several years through the extension of public utilities. It's anticipated that this area will potentially generate between 6,000 and 7,000 residential units and increase the commercial /industrial development in the city.

The City operates under a statutory form of government consisting of a four member City Council elected at-large and Mayor. Council members serve staggered four year terms and the mayor serves a two year term. The City Administrator is appointed by the Council and directs all city operations through the various departments.

The Parks and Recreation Department consists of a Director, a Recreation Superintendent who supervises recreation, aquatic, and fitness programmers, and office clerk. The Recreation Division has an operational budget of \$805,500. The Parks Division has a Parks Superintendent and six full time maintenance staff with an operations budget of \$1,500,000. The VMCC Division has a Guest Service Supervisor and Arena Manager and 9 full time staff with an operations budget of \$2,700,000. Inver Wood Golf Course operates a championship 18-hole and executive 9-hole golf course as a separate revenue facility budget with a \$2,100,000 budget. The Golf Course Manager reports to the Director and has six direct reports.

INVER WOOD PROFILE

Inver Wood's 27 holes sit on 275 acres of rolling, wooded terrain. The championship course offers 18 challenging holes with features that utilize the area's natural geography, such as multi-level fairways, multiple tee stations, varied shaped U.S.G.A. greens, and picturesque holes that challenge your golf game as well as your senses. Inver Wood also offers an executive 9-hole course among the finest in the state that will be enjoyable for golfers of all ages and skill levels.

Inver Wood's practice center is uniquely designed with two fairways, along with strategically placed greens and bunkers that add more dimension to the driving range concept. The practice center was designed to offer an "on course" feel that allows the golfer to work on his or her game in an actual golf hole environment.

BUDGET

Inver Wood driving range opened in 1991 and the course itself was opened in August of 1992 and its first full year of golf operation was 1993. The course was financed 100% through gross revenue bonds and has been responsible for payment of land costs, construction costs, equipment cost, capital costs and operating costs. The course operates as an Enterprise Fund.

ROUNDS PLAYED

The course has seen a decline in rounds played over the last few years.

SCOPE OF SERVICE AND EXPECTATIONS - CONSULTANT

The intention of the City is for a thorough, complete, and accurate operational assessment of the facility policies, staffing complement, fee / policies and programs as well as those factors influencing and affecting its operations.

- The Consultant will meet with relevant staff, Park & Recreation Commission, and City Council to identify any underlying issues relevant to the study.
- The Consultant will do a demographic analysis based on available information in order to be able to complete a trends and vision of rounds/programming for the near and longer term.
- The Consultant will develop a process in which to engage the public to gain feedback regarding the operations of Inver Wood.
- The Consultant will review current programs of the course. A review of offerings provided by public/private course in a 30 mile radius will also be necessary in order to develop recommendations on program offerings, the structuring, managing, and delivery of golf related services.
- The Consultant will include recommendations on cost recovery, program pricing and facility use.
- The Consultant will review policies, practices and procedures of the facility as well as all existing contracts and use agreements.
- The Consultant will review marketing efforts and strategies and make recommendations with respect to the course Branding, Marketing and Advertising efforts.
- The Consultant will review cash handling process for streamlining and efficiencies.
- The Consultant will review various processes for comparisons to best management practices including, tee time, pro shop, concessions, and practice range.
- The Consultant will review building/facility maintenance planning and implementation practices. A review of the renewal and replacement schedule for equipment / components is to be included. Recommendations as to the adequacy of the existing practices, including the adequacy of staffing, funding and measurement standards is to be completed. The review should also include recommendations for scheduling of staff to insure appropriate levels during operational hours.
- The Consultant will review emergency preparedness / contingency plans and make recommendations where inadequacies exist.
- The Consultant will review the organizational structure of the Golf Course Division. Recommendations as to the most appropriate structuring and assignment of job responsibilities that will improve productivity, insure high customer response and service, provide optimal programming levels and revenue stream while maintaining the physical assets and maintenance of the course at optimal levels required.
- The Consultant will prepare recommendations in the form of a Business Plan that will contain an Action Plan for implementation. In addition, the Consultant will prepare an Executive Summary of the report.

STUDY ORGANIZATION

The City has established an Internal Audit Committee for the purpose of assisting the selected consultant with the study. In addition, other city staff will be available to the consultant as may be needed to complete the work. The Committee will consist of 12 individuals plus City staff, Council, and Commission.

The Consultant should plan for combined work sessions with the Parks and Recreation Advisory Commission and City Council at milestone points during the plans progress.

SERVICES PROVIDED BY CITY

The City will provide the following:

- Copies of all agreements and contracts
- Access to all internal financial data, reports and information
- Community demographics information
- Technical assistance and information as requested
- Input and review requested
- Meeting rooms and meeting notices to participants

PROJECT TIME LINE / MILESTONES

Phase of Work	Description of Activities	Billing Date Amount Due
1 Process Market Research Stakeholder Discussions	<ol style="list-style-type: none">1. Develop process for project execution.2. Develop schedule and timeline for stakeholder meetings and engagement.3. Execute first round of stakeholder meetings with relevant staff, Parks and Recreation Commission and City Council.4. Conduct market research and analysis for Inver Wood and comparable competitive golf facilities within 30-mile radius of Inver Grove Heights.5. Review and evaluate current programs as compared to competitive set and industry benchmarks.6. Review and evaluate current marketing programs7. Review preliminary findings and follow-up questions with Parks and Recreation Director and City Administrator.	August 14, 2009 \$22,150 plus travel retainer of \$2,500

Phase of Work	Description of Activities	Billing Date Amount Due
<p style="text-align: center;">2</p> <p>Stakeholder Discussions</p> <p>Operational Review and Assessment</p>	<ol style="list-style-type: none"> 1. Conduct second round of stakeholder meetings with Inver Wood golfers, target audience groups and golfers loyal to competitive facilities. 2. Conduct an Operational Review of all aspects of the golf course operation. 3. Review policies, practices and procedures of the facility to include all contracts. 4. Review and assess the business risk factors of the golf course operation. 5. Review and evaluate cash handling practices and record-keeping practices of the operation. 6. Review all processes for establishment of best practices regarding tee time management, pro shop, concessions and practice range. 7. Review preliminary findings and follow-up questions with Parks and Recreation Director and City Administrator. 	<p style="text-align: center;">Phase 2 completion date</p> <p>September 20, 2009 payment made at completion of Phase 2 \$12,400 plus travel retainer of \$2,500</p>
<p style="text-align: center;">3</p> <p>Complete Stakeholder Discussions</p> <p>Organizational Evaluation</p>	<ol style="list-style-type: none"> 1. Follow-up and issue summary findings with stakeholder audiences. 2. Review and evaluate cost recovery, program pricing and facility use. 3. Review emergency preparedness and contingency plans for operational profile. 4. Evaluate organizational structure for Inver Wood operation for recommendations concerning improved performance results. 	<p style="text-align: center;">Phase 3 completion date October 15, 2009</p> <p>payment made at the completion of Phase 3 \$3,450 plus travel retainer of \$2,500</p>

Phase of Work	Description of Activities	Billing Date Amount Due
<p style="text-align: center;">4</p> <p style="text-align: center;">Report Complete</p> <p style="text-align: center;">Presentation to City of Inver Grove Heights</p>	<ol style="list-style-type: none"> 1. Present draft report on or before November 1, 2009. 2. Review draft with appropriate City staff and commissions. 3. Revise draft, as needed, for final-form delivery of assessment. 	<p style="text-align: center;">Phase 4 completion date December 1, 2009 payment made at the completion of Phase 4(Final Report) \$6,500 plus travel and reimbursable expense reconciliation not to exceed \$3,100</p>

The final work plan shall be produced no later than December 1, 2009.

DELIVERABLES

The Consultant is expected to deliver a draft document for review before final completion and public presentation. The document should then be prepared for final submission to the City and presentation to the City Council for adoption.

- 25 copies of the completed "Operations Audit." Copies should be formatted in the following manner:
- Loose-leaf bound in three-ring binders
- Double-sided paper produced from post recycled materials
- 8.5" by 11" paper
- Each section should be marked by numeric dividers
- Color copies of pages in which graphs may have been used to illustrate comparisons
- Two CDs to be available in MS Word format.
- Presentation materials, i.e. Power Point, maps, minutes, graphs, used throughout the study, to become the property of the City of Inver Grove Heights.
- The final product will become the property of the City of Inver Grove Heights along with all inclusive rights for reproduction and distribution.

FEE

Global Golf Advisors shall be paid based on the phases not to exceed \$44,500. The phases of the project are attached to this contract as "Exhibit B". Billing shall occur by phase.

Notwithstanding time spent and notwithstanding anything to the contrary in the agreement, the City is not obligated to pay Global Golf Advisors more than \$38,000 prior to the City receiving and approving the final operational assessment. Once the City accepts the final operational assessment, any billings that were deferred awaiting the final operational assessment shall be paid, but in no event shall total compensation for all work performed exceed \$44,500.

In addition to the compensation set forth above, the City will reimburse Global Golf Advisors for the following expenses at the cost incurred by Global Golf Advisors with no market up by Global Golf Advisors; provided, however, the City's total obligation for reimbursements shall not exceed \$10,600:

- copying charges
- long distance telephone calls
- special delivery services such as FedEx or UPS
- postage
- automobile travel at IRS reimbursable rates
- air travel at coach rates
- lodging/hotel
- parking

The City has no obligation for reimbursement for expenses that are not identified above.

TIMELINE

See Exhibit B

Questions

All questions about this contract and process shall be directed to:

Eric Carlson, Director
Parks & Recreation
City of Inver Grove Heights
8055 Barbara Ave.
Inver Grove Heights, MN 55077
651-450-2587
Fax 651-450-2489
ecarlson@ci.inver-grove-heights.mn.us

EXHIBIT B
GLOBAL GOLF ADVISORS
REIMBURSEMENT SCHEDULE

Phase of Work	Description of Activities	Billing Date Amount Due
<p style="text-align: center;">1</p> <p style="text-align: center;">Process</p> <p>Market Research</p> <p>Stakeholder Discussions</p>	<ol style="list-style-type: none"> 1. Develop process for project execution. 2. Develop schedule and timeline for stakeholder meetings and engagement. 3. Execute first round of stakeholder meetings with relevant staff, Parks and Recreation Commission and City Council. 4. Conduct market research and analysis for Inver Wood and comparable competitive golf facilities within 30-mile radius of Inver Grove Heights. 5. Review and evaluate current programs as compared to competitive set and industry benchmarks. 6. Review and evaluate current marketing programs 7. Review preliminary findings and follow-up questions with Parks and Recreation Director and City Administrator. 	<p style="text-align: center;">August 14, 2009 \$22,150 plus travel retainer of \$2,500</p>
<p style="text-align: center;">2</p> <p style="text-align: center;">Stakeholder Discussions</p> <p>Operational Review and Assessment</p>	<ol style="list-style-type: none"> 1. Conduct second round of stakeholder meetings with Inver Wood golfers, target audience groups and golfers loyal to competitive facilities. 2. Conduct an Operational Review of all aspects of the golf course operation. 3. Review policies, practices and procedures of the facility to include all contracts. 4. Review and assess the business risk factors of the golf course operation. 5. Review and evaluate cash handling practices and record-keeping practices of the operation. 6. Review all processes for establishment of best practices regarding tee time management, pro shop, concessions and practice range. 7. Review preliminary findings and follow-up questions with Parks and Recreation Director and City Administrator. 	<p style="text-align: center;">Phase 2 completion date September 20, 2009 payment made at completion of Phase 2 \$12,400 plus travel retainer of \$2,500</p>
<p style="text-align: center;">3</p> <p style="text-align: center;">Complete Stakeholder Discussions</p> <p>Organizational Evaluation</p>	<ol style="list-style-type: none"> 1. Follow-up and issue summary findings with stakeholder audiences. 2. Review and evaluate cost recovery, program pricing and facility use. 3. Review emergency preparedness and contingency plans for operational profile. 4. Evaluate organizational structure for Inver Wood operation for recommendations concerning improved performance results. 	<p style="text-align: center;">Phase 3 completion date October 15, 2009 payment made at the completion of Phase 3 \$3,450 plus travel retainer of \$2,500</p>
<p style="text-align: center;">4</p> <p style="text-align: center;">Report Complete</p> <p>Presentation to City of Inver Grove Heights</p>	<ol style="list-style-type: none"> 1. Present draft report on or before November 1, 2009. 2. Review draft with appropriate City staff and commissions. 3. Revise draft, as needed, for final-form delivery of assessment. 	<p style="text-align: center;">Phase 4 completion date December 1, 2009 payment made at the completion of Phase 4(Final Report) \$6,500 plus travel and reimbursable expense reconciliation not to exceed \$3,100</p>

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: August 10, 2009
Item Type: Consent
Contact: Jenelle Teppen, Asst. City Admin
Prepared by: Amy Brinkman, H.R. Coordinator
Reviewed by: n/a

Fiscal/FTE Impact:

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

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

Please confirm the seasonal/temporary employment of: Linda Ebeling, and Hayley Mengenhauser.

Please confirm the employment of: Monica Belle Isle as Sr. Office Support at the Fire Department.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

SUSSEL CORPORATION; Consider adopting the following resolution for the property located at 5924 Bradbury Court, Inver Grove Heights, MN.

Meeting Date: August 10, 2009
 Item Type: Regular Agenda
 Contact: Jenn Emmerich; 651.450.2553
 Prepared by: Jenn Emmerich, Asst. City Planner
 Reviewed by: Engineering

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 denying a variance and conditional use permit to exceed the allowed maximum impervious coverage to construct a home addition.
 - Requires 3/5th's vote.
 - 60-day deadline: August 21, 2009 (first 60 days)

SUMMARY

The property owner at 5924 Bradbury Court would like to construct an elevated, 14' by 18' four-season porch onto the rear of the house. His 12,600 square foot lot is zoned PUD – Planned Unit Development, but it follows the impervious coverage standards for an R-1C zoned lot. The property currently features a single family home with a three-car attached garage.

	Square Feet	Percentage
Lot Size	12,600	-
Existing Impervious Coverage (House, garage, driveway)	4,107	32.6%
Proposed additional impervious coverage (four-season porch)	252	2%
Total impervious coverage requested	4,359	34.6%

RECOMMENDATION

Analysis Because the proposed request is to exceed 30% of impervious coverage, the applicant must apply for both a Variance and a Conditional Use Permit. Though the applicant has agreed to the conditions of the Conditional Use Permit, the Variance criterion has not been met. There are not unique circumstances on the property and the hardship criterion has not been met.

Engineering Department: The Engineering Department reviewed the application. They have recommended conditions if the request is approved.

Planning Staff Recommends denial of the variance request.

Planning Commission Voted to deny the applicant's requests ((4/2 – Wippermann, Koch).

Attachments Variance and Conditional Use Permit Denial Resolution
 Planning Commission Recommendation
 Planning Report

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

RESOLUTION NO. _____

**RESOLUTION DENYING A VARIANCE AND CONDITIONAL USE PERMIT TO
CONSTRUCT A HOME ADDITION THAT WOULD EXCEED THE ALLOWED MAXIMUM
IMPERVIOUS COVERAGE.**

**CASE NO. 09-21CV
(Sussel Corporation)**

Property located at 5924 Bradbury Court and legally described as follows:

Lot 14, Block 1 of Majestic Woodlands 2nd Addition, of Dakota County, Minnesota

WHEREAS, an application has been received for a Variance and a Conditional Use Permit to construct a home addition that would exceed the allowed maximum impervious coverage;

WHEREAS, the afore described property is zoned PUD, Planned Unit Development;

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 21, 2009 in accordance with City Code Section 515.40, Subd. 3C;

WHEREAS, a hardship, was not found to exist and the variance request is a convenience for the applicant. The property does not have any conditions that make it unique for the zoning

district it is in. Furthermore, the applicant is not being denied reasonable use of the property as the lot currently features a large single-family home and attached garage.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the Variance and Conditional Use Permit to construct home addition is hereby denied.

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

Adopted by the City Council of Inver Grove Heights this 10th day of August 2009.

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 21, 2009

SUBJECT: SUSSEL CORPORATION – CASE NO. 09-21CV

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a variance and conditional use permit to construct a home addition that would exceed the allowed maximum impervious coverage for the property located at 5924 Bradbury Court. 40 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the property owner would like to construct an elevated 14' x 18' four-season porch onto the rear of the house. To construct this porch the applicant is requesting a conditional use permit and variance to exceed the allowed maximum impervious coverage. Mr. Hunting advised that the home was built prior to the adoption of impervious surface regulations, and the lot currently has 32.6% of impervious coverage. The addition would result in a 2% increase, for a total of 34.6%. Staff believes there are no unique circumstances on the property and that the hardship criterion has not been met. Staff recommends denial of the request.

Commissioner Simon asked if the City notified the association for this PUD of the request, to which Mr. Hunting replied they did not.

Opening of Public Hearing

The applicant, Mike Russell of Sussel Homes, stated he was the builder as well as a neighbor to the property owner. Mr. Russell advised they were willing to incorporate a rain garden as a means of mitigating stormwater runoff from the new addition. Since the porch would be 8' to 9' above the ground, he suggested directing the gutters back towards the house to negate any added runoff. Mr. Russell advised that the property owners would like to build this addition because Mr. Burke has Parkinson's disease and therefore it is difficult for him to access the lower level.

Chair Bartholomew asked if the applicant was in agreement with the conditions listed in the report, to which Mr. Russell replied in the affirmative.

Chair Bartholomew stated that although the variance being requested was small, it would be difficult for the Commission to approve the request without a viable hardship.

Mr. Russell advised they would be willing to install a rain garden to resolve the stormwater issue.

Chair Bartholomew stated that although a rain garden would control runoff, a hardship was still needed for the Commission to approve the variance.

Commissioner Simon asked if this type of change needed to be brought before the homeowners association.

Mr. Russell advised he sent the plan to the president of the association and they had no issue with it.

Commissioner Simon commented that there appeared to be a steep slope in the backyard, to which Mr. Russell replied that actually his own property had a large drop but Mr. Russell's property had a berm across the back of the yard.

Chair Bartholomew asked if the applicant had confirmed the impervious surface calculations, to which Mr.

Russell replied in the affirmative.

Commissioner Hark stated he recalled a situation where a homeowner was allergic to grass and asked staff if they knew of previous situations where the hardship had applied to the homeowner rather than the land.

Mr. Hunting replied that the hardship should apply to the land rather than the homeowner.

Commissioner Wippermann advised that variances from setback had previously been granted for handicap ramps due to medical situations.

Chair Bartholomew commented that handicap ramps could be easily removed when no longer needed.

The property owner, Martin 'Skip' Burke, 5924 Bradbury Court, stated this was a medical hardship and the addition would allow him to remain in his home as he would have one level living.

Planning Commission Discussion

Chair Bartholomew asked for clarification regarding the area under a raised porch being included in the impervious surface calculations.

Mr. Hunting stated the area was still treated as an impervious surface as there was no guarantee that a homeowner would not put concrete in at a later date.

Commissioner Wippermann referred to an earlier comment regarding handicap ramps, and asked if the City required they be removed once the handicapped resident was no longer living at the home.

Mr. Hunting replied there was no such requirement, but in a situation such as this a subsequent homeowner would likely remove the ramp on their own.

Planning Commission Recommendation

Motion by Commissioner Simon, second by Commissioner Hark, to deny the request for a conditional use permit to allow for impervious coverage on a lot to exceed 25% in the R-1C zoning district and a variance to construct a home addition that would exceed the 30% allowed maximum impervious coverage on a lot, based on the lack of hardship, for the property located at 5924 Bradbury Court.

Commissioner Hark stated he felt compelled to deny the request due to lack of hardship, but wished the applicant good luck at Council.

Motion carried (4/2 – Wippermann, Koch). This item goes to the City Council on August 10, 2009.

SURROUNDING USES: The subject site is surrounded by the following uses:

Single Family Residential; zoned PUD – Planned Unit development;
guided LDR, Low Density Residential

EVALUATION OF REQUEST:

CONDITIONAL USE PERMIT Per a recent code amendment, property owners may apply for a Conditional Use Permit for up to 30% of impervious coverage, provided the following criteria are met:

- a) 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.
- b) 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.
- c) The Storm Water Management System is considered a private system and the responsibility of maintenance is that of the owner.
- d) A storm water facilities maintenance agreement shall be entered into between the applicant and City to address responsibilities and maintenance of the storm water system.
- e) 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.
- f) 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.

The applicant and property owner have been made aware of the above conditions and the City's standard conditions for treating impervious surface. It is staff's understanding that the property owner is working with Engineering Department to meet the requirements.

Grading and Drainage. The Engineering Department has reviewed the request and is working with the applicant to compose an appropriate plan to mitigate the additional storm water runoff.

VARIANCE Because the request is to exceed 30% impervious coverage, the applicant is required to also obtain a variance. 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 conditions that make it unique for the zoning district it is in. Furthermore, the applicant is not being denied reasonable use of the property as the lot currently features a single-family home and attached garage. However, the proposed addition is small and the excess impervious coverage is marginal. Lastly, the lot is large enough that the additional impervious coverage would not have a negative impact on the adjoining neighbors.

- 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.

- 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 no hardship relating to the request as the impervious coverage standard is not precluding the property owner from reasonable use of the property. The site already features a principal dwelling with an attached garage. However, the addition being requested is not unreasonably large and the resulting home would fit in with the character of the neighborhood.

- 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 finds the Conditional Use Permit and Variance to exceed the impervious coverage standards to be acceptable, 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 dated June 22, 2009 on file with the Planning Department or as modified herein.
2. The applicant/homeowner shall provide a storm water management system to mitigate the increased storm water runoff from the additional impervious surface being added.

3. The amount of impervious surface area to be treated with a storm water management system will be based on the square footage of the increased impervious coverage.
4. The temporary erosion control and permanent storm water management plan should capture and route storm water runoff in a manner that does not adversely impact the adjoining or downstream properties.
5. 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.
6. 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.
7. The Storm Water Management System is considered a private system and the responsibility of maintenance is that of the owner.
8. Prior to issuance of a building permit, a storm water facilities maintenance agreement shall be entered into between the applicant and City to address responsibilities and maintenance of the storm water system.
9. Prior to issuance of a building permit, 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. The City Engineer reserves the right to have both a cash escrow for expenses, fees, inspections and maintenance requirements and an additional construction escrow assuring the storm water facility is constructed properly.
10. 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.
11. Prior to the final inspection of the building permit, the storm water facility needs to be constructed in its entirety, vegetation planted, and approved by the Engineering Division.
12. All existing easements shall be shown on the building permit submittal to ensure that the proposed structures are not encroaching in an easement area dedicated to the City. If there is encroachment, it will be the sole discretion of the City Engineer to either accept or deny the proposed encroachment. If allowed, an encroachment agreement would need to be executed prior to issuance of building permit.

B. Denial If the Planning Commission does not favor the proposed Conditional Use Permit, 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 there are not unique circumstances on the property and that the hardship criterion has not been met. Therefore, staff recommends denial of the Variance and Conditional Use Permit request as presented.

Attachments: Exhibit A - Location/Zoning Map

Exhibit B - Applicant Narrative

Exhibit C - Site Plan



Sussel Corporation
Builders License No. 0001934



Statement for Conditional Use Permit/Variance

The city ordinance states that the impervious surface coverage for any residential lot cannot surpass 25% of the lot. The applicant and owner are asking for a Conditional Use Permit/Variance to increase the current hard cover by 2% although the total lot coverage would be 34.6 %.

At the time the house was built, the city ordinances for lot coverage were higher and the city gave proper approval to build the house and driveway/walk/etc. Apparently, the city has now changed the ordinance to 25% thus forcing a Conditional Use Permit/Variance because the house, driveway, walk is over the 25% even without the addition.

The homeowner is asking to build an 18' x 14' 4-Season porch on stilts that will be 8' to 9' off the ground. The new room will not have a foundation covering up land surface. One could make the argument that we are not increasing the current impervious lot coverage that exists because the addition built on stilts is 8' to 9' off the ground and is not preventing the ground from absorbing water.

Inver Grove Heights currently interprets this as impervious surface coverage although most cities would only count the foundation size in this situation. The applicant/owner realizes that this is a matter of interpretation. One simple solution would be to simply turn the gutters back to the house underneath the new porch thus putting all the water exactly where it would go in the first place. This would completely negate any new added water run off.

The particular hardship for this property is that when the house was built, the city ordinances were higher for impervious lot coverage. The city gave the owners proper approval to build the house, driveway, walks etc. Now the city has change it's impervious lot coverage percentages forcing the need for a Conditional Use Permit/Variance. Most other cities have much higher percentages for impervious surface coverage. The Burke's are the 2nd owners of the property and have not added anything to the lot coverage since they purchased the house.

This Conditional Use Permit/Variance is not detrimental to the neighborhood it fits in. In fact, most of the homeowners on the Burke's side of the street would have to go through the same process if they wanted to add a porch.

EXHIBIT B

The personal reason for the Burke's to build this room is for Mr. Burke. Mr. Burke has Parkinson's disease. As the disease progresses, it is getting harder and harder for Mr. Burke to get up and down the stairs to the family room in the lower level. The house is a rambler with a kitchen/living room on the 1st floor. This would allow Mr. Burke to have a room to relax in and get away from the kitchen area/living room and still have 1st floor living. In no way are the Burke's building this room for economic reasons. This new porch would not in anyway increase traffic or congestion.

Finally, we believe the Conditional Use Permit/Variance will be in keeping with the spirit and intent of the city code and comprehensive plans for 2 reasons. The first is that we believe we are not increasing the impervious lot coverage because the room will be on stilts 8" to 9" off the ground and does not prevent the ground from absorbing water. Even if you make the interpretation that the porch is covering the ground we can solve this by turning the gutters and putting the water directly where the water would be during a rainfall. Secondly, the property was approved for the original impervious lot coverage when it was built.

Thank you for help in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Russell". The signature is fluid and cursive, with the first name "Michael" and last name "Russell" clearly distinguishable.

Michael Russell
Sussel Corporation

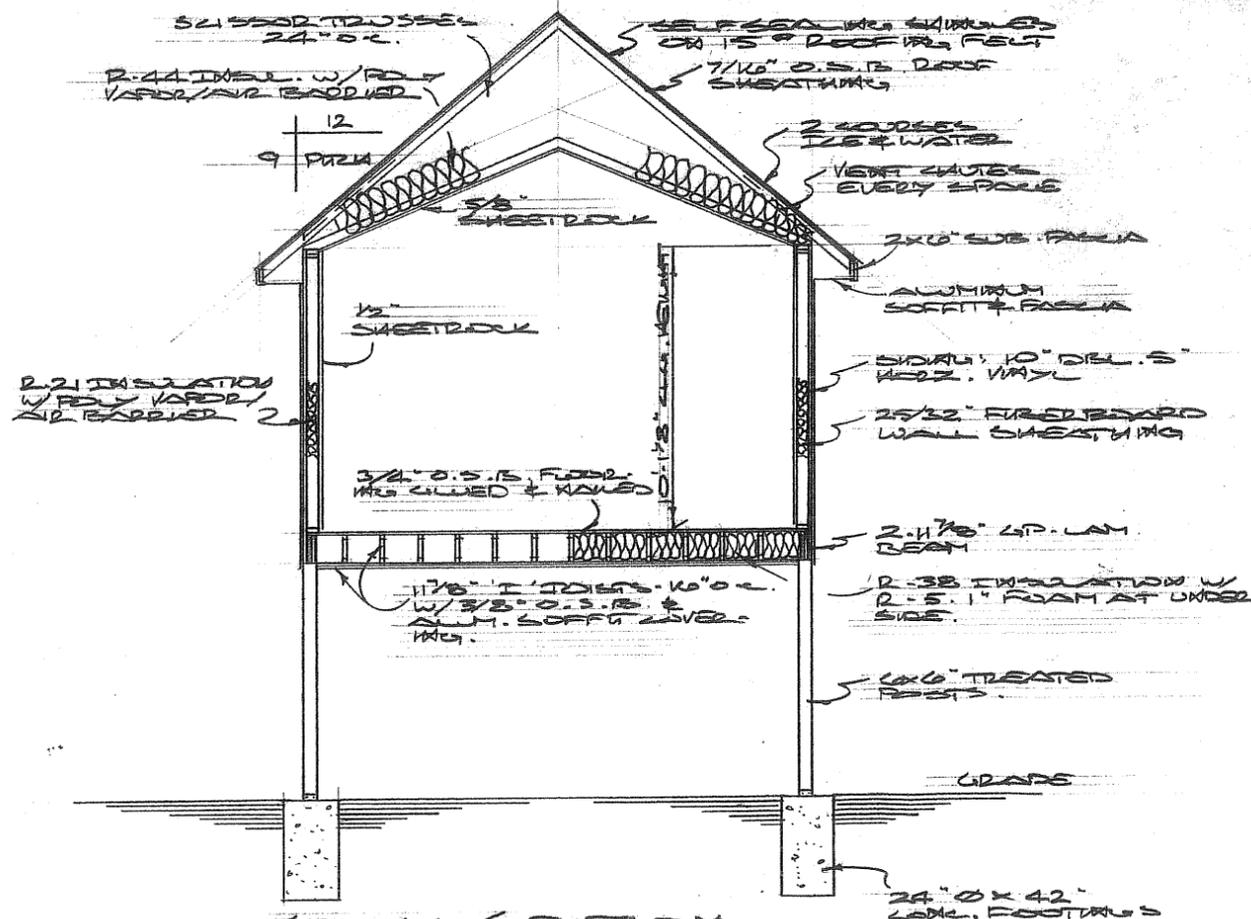


WEST ELEVATION

SOUTH ELEVATION

EAST ELEVATION

SCALE - 1/8" = 1'-0"



CROSS SECTION

SCALE - 1/4" = 1'-0"

GENERAL NOTES:

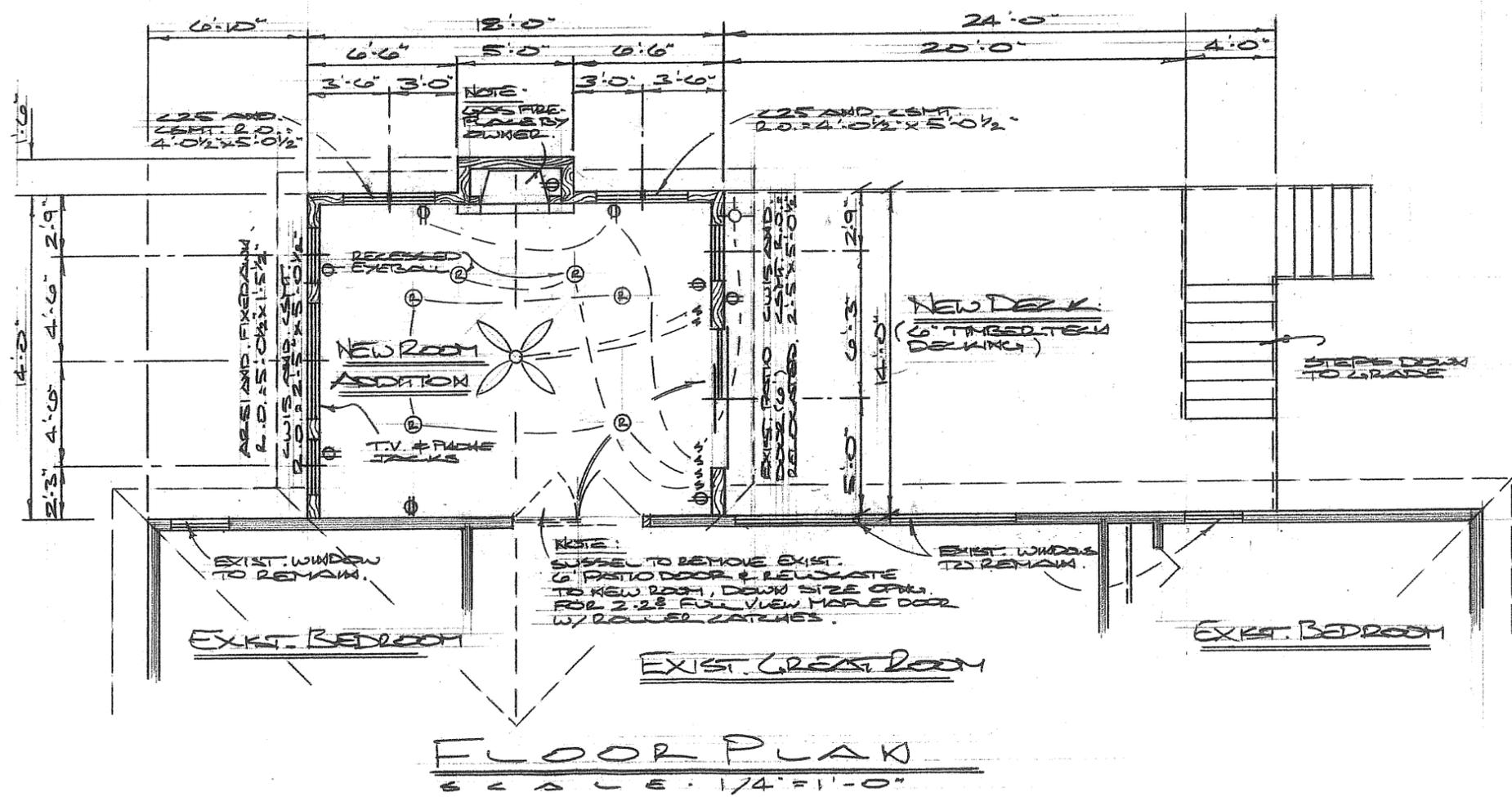
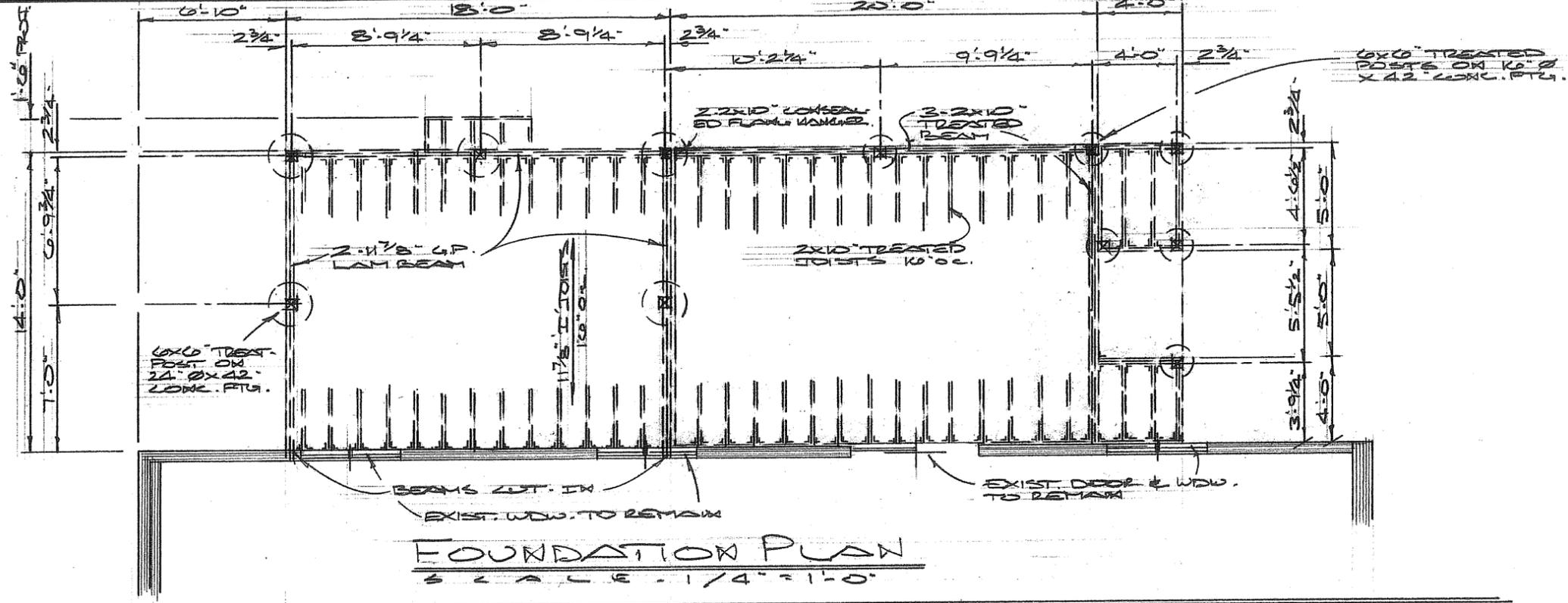
- * ALL FINAL GRADE, YARD REPAIR, LAND SCAPING & BLACK DIRT BY OWNER.
- * EXISTING DECK REMOVAL BY SUSSEL CORP.
- * CLEAN-UP OF CONSTRUCTION DEBRIS BY SUSSEL CORP.
- * PAINTING & STAINING MATL. & LABOR BY OWNER.
- * FINISH FLOORING MATL. & LABOR BY OWNER.
- * DECORATIVE LIGHT FIXTURES & CEILING FAN BY OWNER, LABOR BY SUSSEL CORP.
- * INSULATION MATL. & LABOR BY SUSSEL CORP.
- * DRYWALL MATL. & LABOR BY SUSSEL CORP.
- * INTERIOR TRIM MATL. & LABOR BY SUSSEL CORP.
- * FIREPLACE MATL. & LABOR & GAS PIPING BY OWNER.

NOTE: WRITTEN DIMENSIONS ON THESE PLANS SHALL HAVE PRECEDENCE OVER ALL SCALED DIMENSIONS, SUSSEL CORPORATION MUST BE NOTIFIED OF ANY VARIATIONS FROM THESE DIMENSIONS AND CONDITIONS OF THE ABOVE DRAWING.

SUSSEL CORPORATION

654 TRANSFER ROAD, SUITE 16B • ST. PAUL, MN 55114 • (651) 645-0331

NEW RESIDENCE FOR: STEP & GUYARD BUCKLE 592A BRADSHAW ST. TRIVER LAKE HEIGHTS, MN	JOB NO. 1000	PRE'LIM	DRN. BY: CKD	CKD. BY: CKD	DATE 6/1/09
PLAN H. 651-552-7720 SKP'S TEL 651-494-3544	NUMBER	FINAL	DRN. BY: CKD	CKD. BY: CKD	DATE 6/15/09
SHEET 1 OF 2					



NOTE:
FIRST FLOOR DOOR TO BE AT EXISTING TRANSOM HEIGHT (SEE ELEVATION)

NOTE: WRITTEN DIMENSIONS ON THESE PLANS SHALL HAVE PRECEDENCE OVER ALL SCALED DIMENSIONS, SUSSEL CORPORATION MUST BE NOTIFIED OF ANY VARIATIONS FROM THESE DIMENSIONS AND CONDITIONS OF THE ABOVE DRAWING.

SUSSEL CORPORATION
654 TRANSFER ROAD, SUITE 16B • ST. PAUL, MN 55114 • (651) 645-0331

NEW RESIDENCE FOR: SLIP & SUSAN BURKE 5924 BRADLEY ST. DUBLINOUS HEIGHTS, MN	JOB NO. 100	PRELIM 200	DRN. BY: EOR	CKD. BY: EOR	DATE 10/15/89
PLAN H. 051-552-7786 SLIP & SUSAN BURKE	NUMBER 100	FINAL	DRN. BY: EOR	CKD. BY: EOR	DATE 10/15/89
					SHEET 2 OF 2

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

VANSOUTH LIMITED PARTNERSHIP;

Meeting Date: August 10, 2009
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

- a) A Resolution relating to a Variance to allow more than one free standing sign on a lot in the B-4, Shopping Center District for property located at 1300-1450 Mendota Road (Southridge Center).
 - Requires 3/5th's vote.
 - 60-day deadline: August 21, 2009 (first 60 days)

SUMMARY

Vansouth Limited Partnership has submitted a variance application to allow an additional free standing sign at the southwest corner of the site along South Robert Trail. The center currently contains three other free standing signs, two along Mendota Road and one along South Robert Trail. A new tenant has been signed to occupy space next to Pep Boys. The new tenant is looking for more presence along South Robert Trail and the proposed free standing sign would be utilized by the new tenant to obtain this visibility. The proposed new free standing sign would be 124 square feet in size and 20 feet high. All required setbacks would be met.

A sign variance is necessary because the zoning ordinance allows only one free standing sign per lot in the B-4 District.

ANALYSIS

The primary frontage and visibility for the center is along Mendota Road. The majority of the individual stores wall signage is not visible from South Robert Trail. The Southridge Center functions as a community shopping center; it is not designed as a typical mall found in a B-4 zoning district. Limiting the amount of free standing signs reduces the Centers ability to provide adequate visibility to its tenants that would be available within the B-3 zoning district.

RECOMMENDATION

Planning Staff. Recommends approval of the variance as requested.

Planning Commission. Recommends approval of the request with the conditions listed in the attached resolution.

Attachments: Variance Resolution
Planning Commission Recommendation
Planning Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A VARIANCE TO ALLOW AN ADDITIONAL FREE
STANDING SIGN IN THE SOUTHWEST CORNER OF THE LOT CONTAINING
THE SOUTHRIDGE CENTER**

**CASE NO. 09-20v
(Vansouth)**

Property located at 1300-1450 Mendota Road and legally described as follows:

**Lot 2, Block 1, Home Depot of Inver Grove Heights, according to the recorded plat
thereof.**

WHEREAS, an application has been received for a Variance to allow an additional free standing sign on the property'

WHEREAS, the afore described property is zoned B-4, Shopping Center District;

WHEREAS, the B-4 District allows only one free standing sign per lot;

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 21, 2009 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 consists of the primary frontage and visibility for the center is along Mendota Road. The majority of the individual stores wall signage is not visible from

is not designed as a typical mall found in a B-4 zoning district. Limiting the amount of free standing signs reduces the Centers ability to provide adequate visibility to its tenants that would be available within the B-3 zoning district.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow an additional free standing sign for the Southridge Center is hereby approved with the following condition:

- 1. The location of the new free standing sign shall be in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below:
 - a. Proposed Sign Location Site Plan dated 7/14/09
 - b. Proposed Sign Drawing dated 6/22/09

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 10th day of August, 2009.

George Tourville, Mayor

Ayes:
Nays:

ATTEST:

Melissa Rheume, Deputy Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: July 21, 2009
SUBJECT: **VANSOUTH LIMITED PARTNERSHIP – CASE NO. 09-20V**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a variance to allow more than one freestanding sign on a lot in the B-4, Shopping Center District, for the property located at 1300-1450 Mendota Road. 8 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the applicants are requesting to allow an additional freestanding sign at the southwest corner of the site along South Robert Trail. Mr. Hunting advised that the sign is being requested to provide a new tenant more visibility along South Robert Trail. He advised that the overall plan was approved for three freestanding signs, with two of them being located on Mendota Road and one on Robert Trail. Mr. Hunting advised that the B-4 district anticipated an enclosed shopping mall whereas the existing center is more of a strip center with the individual tenants facing the exterior. Therefore staff feels a demonstrated hardship exists since the number of freestanding signs allowed in the B-4 district would be unduly restrictive for the alternative shopping center design that exists on this property. Also, the proposed sign would provide visibility to South Robert Trail that is missing due to the building's orientation being along Mendota Road. Staff recommends approval of the request with the condition listed in the report.

Chair Bartholomew asked if the proposed sign would preclude the new tenant from also having signage on the existing pylons, to which Mr. Hunting replied it would not.

Commissioner Simon stated there were several blank panels on the existing pylons and therefore she was hesitant to allow an additional sign.

Mr. Hunting stated staff looked at the request in respect to additional visibility needs.

Opening of Public Hearing

The applicant, Bob Kueppers of Fine Associates, addressed the issue of blank panels on existing signage. He stated there is a huge demand for those and they would like to preserve that signage for their larger tenants.

Commissioner Wippermann asked if the proposed sign would be solely for Aldi, or other tenants as well.

Mr. Kueppers replied it would be a multi-tenant sign.

Chair Bartholomew asked if the applicant was agreeable with the condition listed in the report, to which Mr. Kueppers replied in the affirmative.

Recommendation to City Council

July 21, 2009

Page 2

Planning Commission Recommendation

Motion by Chair Bartholomew, second by Commissioners Koch and Wippermann, to approve the request for a variance to allow more than one freestanding sign on a lot in the B-4, Shopping Center District, for the property located at 1300-1450 Mendota Road.

Motion carried (5/1 - Simon). This item goes to the City Council on August 10, 2009.

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

REPORT DATE: July 9, 2009

CASE NO: 09-20V

APPLICANT: Vansouth Limited Partnership

REQUEST: Variance to construct an additional free-standing sign at the Southridge Center

HEARING DATE: July 21, 2009

LOCATION: 1300-1450 Mendota Road

COMPREHENSIVE PLAN: RC, Regional Commercial

ZONING: B-4, Shopping Center District

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

Vansouth Limited Partnership has submitted a variance application to allow an additional free standing sign at the southwest corner of the site along South Robert Trail. The center currently contains three other free standing signs, two along Mendota Road and the other along South Robert Trail. A new tenant has been signed to occupy space next to Pep Boys. To accommodate the new tenant, minor modifications and additions will be made to the center. These changes only require approval of building permits. The new tenant is looking for more presence along South Robert Trail and the proposed free standing sign would be utilized by the new tenant to obtain this visibility.

A sign variance is necessary because the zoning ordinance allows only one free standing sign per lot in the B-4 District. Within the B-3, I-1 and I-2 Districts, more than one free standing sign is permitted provided specific spacing requirements are met. No such provisions are listed for sign criteria in the B-4 district.

EVALUATION OF THE REQUEST

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

North: West St. Paul (commercial, golf course)

East: Southview Country Club; zoned P; guided Park

West Auto dealerships; zoned B-3; guided RC

South Auto dealership, Nursing home; zoned B-3, P; guided RC and Public

History. The shopping center was constructed in 1986. In 1990, the City Council approved a sign variance request for a total of 2279 square feet of signage including free standing and wall signage. The signage plan approved included three (3) free standing signs. The existing free standing signs include two at 240 square feet each and one at 179 square feet.

In 1999, the City Council approved an additional variance to increase the total overall aggregate allowed signage to 3,500 square feet. This included the whole center as it existed then including the old Sam's club wing.

Proposed Sign. The proposed free standing sign would be located at the southwest corner of the property along South Robert Trail. The sign would be a total of 124 square feet in size and 20 feet high. Maximum sign size in the B-4 District is 240 square feet. The proposed sign would comply with size and height restrictions. The sign is also proposed to be located approximately 30 feet from the south property line and 20 feet from the right-of-way line along South Robert Trail. Signs over 100 square feet in size are required to be at least 20 feet from property lines. The proposed sign would comply with this standard.

The applicant has provided signage figures for the shopping center and for Home Depot. Since both of these properties were part of the overall signage variance approved in 1999, total signage for the two must not exceed 3,500 square feet. Total signage for the shopping center buildings, including the existing free standing signs is 1,697 square feet. Total signage on the Home Depot lot is 801 square feet. With the proposed additional free standing sign and new wall signage for the new tenant, the grand total signage would be 2,750 square feet.

Variance Analysis

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 design of the B-4, Shopping Center District assumes an enclosed style of mall where the anchor stores were the only visible portions of the mall and pylon signage informed

consumers of the mall stores. Consequently, the aggregate signage limitations of the B-4 district are strict relative to the other business zoning districts. The Southridge Center functions as a community shopping center; it is not designed as a typical mall found in a B-4 zoning district. Unlike the expected enclosed mall, the center has its entire store front exposed. In addition, the topography of the land places the shopping center away from the road and generally below the road elevation along Mendota Road. The exposed storefronts and extra distance from roads has prompted the need for additional free standing signs to give the tenants exposure and visibility along South Robert Trail and Mendota Road.

The main building has its frontage and primary visibility facing Mendota Road. The majority of the store fronts are not visible from South Robert Trail. Free-standing signs play a larger role at this location to provide visibility from both streets. In this case, the proposed sign would provide visibility to South Robert Trail that is missing due to the property and buildings longest frontage and primary visibility along Mendota Road.

- b. *The granting of the application will not be contrary to the intent of the Zoning Code or the Comprehensive Plan.*

The request would not be contrary to the comprehensive plan or the intent of the zoning code. The center still functions as a regional center and the addition of the free standing sign would not compromise this. While the B-4 district is designed to accommodate enclosed malls, additional signage would not be out of character for the neighborhood. The balance of the commercial development along South Robert Trail is zoned B-3, General Business which allows more than one free standing sign per property with certain restrictions.

- 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.*

When the zoning ordinance was adopted, the B-4 District anticipated enclosed shopping center designs. The Southridge Center demonstrates that other shopping center designs have evolved, however the zoning ordinance does not address these designs in a practical fashion. The proposed signage with this variance attempts to address some of these practical issues by analyzing the signage goals of all of the business zoning districts and applying them to this shopping center design. Consequently, a demonstrated hardship exists since the number of free standing signs allowed in the B-4 District would be unduly restrictive for the alternative shopping center design displayed here.

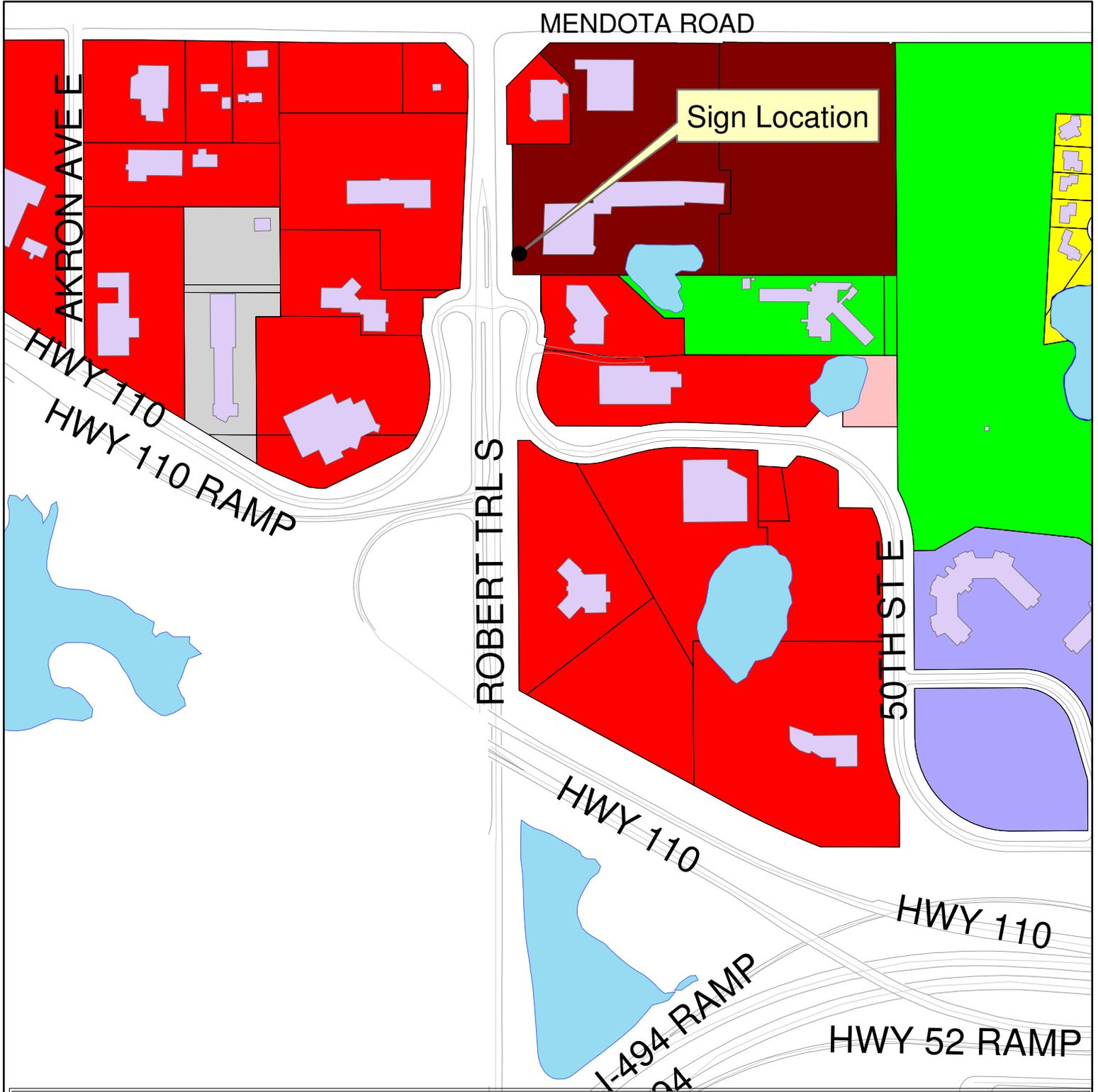
- d. *Economic considerations alone do not constitute an undue hardship.*

From a strict interpretation, economic considerations did not prompt this free standing sign number variance, since the signage limitations seem to reduce the retail potential.



Location Map

Case No. 09-20V



Legend

A, Agricultural	R-1C, Single Family (0.25 ac.)	R-4, Mobile Home Park	OP, Office Park	I-1, Limited Industrial
E-1, Estate (2.5 ac.)	R-2, Two-Family	B-1, Limited Business	PUD, Planned Unit Development	I-2, General Industrial
E-2, Estate (1.75 ac.)	R-3A, 3-4 Family	B-2, Neighborhood Business	OFFICE PUD	P, Public/Institutional
R-1A, Single Family (1.0 ac.)	R-3B, up to 7 Family	B-3, General Business	Comm PUD, Commercial PUD	Surface Water
R-1B, Single Family (0.5 ac.)	R-3C, > 7 Family	B-4, Shopping Center	MF PUD, Multiple-Family PUD	ROW

FINE ASSOCIATES

June 22, 2009

Mr. Allan Hunting
City Planner
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Re: Southridge Shopping Center – Request for a Variance

Dear Mr. Hunting:

Fine Associates represents Vansouth Limited Partnership, which owns Southridge Shopping Center. We respectfully request a variance to the Zoning Code, to permit the construction of a freestanding sign at the southwest corner of the Center. I attach the application for this variance, and a site plan of the Center that identifies the location of the proposed sign.

Here, I wish to summarize the circumstances and conditions that caused us to ask for this variance, and explain why they satisfy the four criteria listed by the City of Inver Grove Heights, to demonstrate that a hardship would be imposed on the property owner if the code were strictly enforced, and that therefore it is appropriate to grant a variance.

Southridge Shopping Center has evolved and changed a lot during the last five years to keep and attract desirable retailers, and therefore maintain a quality shopping environment. We—and the property owner—have spared no efforts and resources towards that goal. Concrete evidence of this continuing, sustained investment in Southridge Shopping Center include:

- the demolition of a Sam's Club that "went dark" (even though its lease would have continued for several years) to build a new Home Depot store, in 2005;
- the restructuring and renovation of the OfficeMax store, which now is one of the top performers in this part of the country; and
- the renovation and upgrade of the portion of the Center that houses small tenants.

Southridge Shopping Center has lost tenants recently, like just about every retail center in Minnesota and elsewhere, because of the challenging economic times. Yet, because of our continuing investment into the Center, we have been able to fill several of the spaces left vacant. In spite of this, the vacancies at Southridge Shopping Center have crept up in the last nine months, mostly because of the loss of tenants carrying out financial and real estate-related services.

The most recent fruit of our efforts to keep Southridge Shopping Center a viable resource for the community is a commitment from ALDI Food Market to locate one of their grocery stores in the Center. ALDI has about 1,000 grocery stores in

the U.S. and continues expanding, even in these difficult economic times. ALDI is one of the most successful grocery retailers in the world. Their operating principle is that by optimizing their purchases and streamlining their operations, they can provide the customers with grocery products of stringent quality standards (every product they sell must match or exceed the leading national brands in taste, appearance and/or performance) at outstandingly low prices. Over the years, ALDI has steadily increased the quality of their products and has continued to skew their product repertoire to more upscale and innovative selections. ALDI also owns Trader Joe's, another retail concept that provides customers with excellent products at very competitive prices. In 2009, ALDI won the Retailer of the Year Award from Private Label Buyer, an organization that specializes in the analysis of private label retailers, from the perspective of the consumer.

The addition of this new and desirable anchor will nearly eliminate the vacant spaces in the Center: this is because we will relocate some small tenants into vacant spaces, and consolidate the vacancies to make room for the new grocery store. Also, the addition of ALDI Food Market will increase to nearly 275 the number of people who will be employed at the Center.

Currently Southridge Shopping Center has a tax base in Inver Grove Heights of approximately \$15,000,000 and generates more than \$450,000 in property taxes annually. The addition of the new ALDI grocery store, by eliminating the vacancies that now exist in the Center, will allow Southridge Shopping Center to maintain its value, and we will not need to request an abatement in the corresponding property taxes, which would cause a decrease of income for the City of Inver Grove Heights and the community.

Southridge Shopping Center is within a B-4 Shopping Center District. Because its purpose is to consolidate retail businesses into large scale retail centers, the B-4 zoning requires large minimum lot sizes (10 acres versus one acre) and building setbacks (60 feet versus 30 feet) as compared to the other business districts. The goal of B-4 zoning is to create consolidated commercial facilities, which, by being more attractive and efficient than a collection of small facilities, represent a betterment to the community.

Neighborhood and General Business zonings (B-2 and B-3, respectively) allow many individual access points from public streets, and many corresponding freestanding signs. In contrast, the large B-4 shopping centers, with their integrated design and coordinated physical plans, have a few access points from local streets, and have interior roadways and parking systems integrated together, to serve a large building and/or several buildings.

Because of their nature and design, B-4 shopping centers require signage at key points along the public streets on their perimeter and also at individual storefronts within the development, to help the customers once they have entered the site. However, the B-4 zoning allows only one freestanding sign per lot, regardless of the lot size. This is itself a somewhat unrealistically meager allowance. For example, the B-3 district allows one freestanding sign for each 200 feet of lot frontage: should the B-3 district standard be applied to Southridge Shopping Center, it would permit no less than eight freestanding signs.

The four criteria that need to be satisfied to demonstrate that a hardship would be imposed on the property owner if the code were strictly enforced, and therefore it is appropriate to grant a variance, are, and they are satisfied, as follows:

1. The conditions applying to the application must be unique to the property.

The condition that this Application for Variance seeks to correct is indeed unique to the Southridge Shopping Center. The hardship that now exists for Southridge Shopping Center originates in the changes and modifications to the Center that were necessary to adapt to the market needs: they have created signage problems unique to this property for the retailer we wish to attract.

Specifically, the configuration of the Center, and the location of the ALDI Food Market in retrofitted and “recycled” space rather than in a new freestanding building with large street frontage as ALDI usually does, does not provide adequate visibility of the new grocery store to traffic along Robert Street. One of the key criteria of the ALDI grocery stores is to have clear visibility from well-traveled streets. This is not the case at this location.

This problem would be solved by the presence of clear signage along Robert Street. However, the existing pylon sign on Robert Street, at the entrance to the Center, does not allow to solve this problem, because the sign was constructed and attributed to anchor tenants when the Shopping Center was constructed or renovated in 2005: we are now not allowed—nor would there be any space—to add an additional prominent signage on that freestanding sign.

Thus, the present situation is unique to the parcel of land upon which Southridge Shopping Center is built, and is not generally applicable to the other properties in the same zoning classification.

2. The variance must not be contrary to the intent of the City Ordinances, or the Comprehensive Plan. The variance we seek here is consistent with the spirit, intent and goals of the City Ordinances and the Comprehensive Plan.

Southridge Shopping Center is within a B-4 Shopping Center District. To approve a new freestanding sign, thereby permitting both to establish an ALDI grocery store and to eliminate a block of vacant, dark space, is critical for the success and long-term viability of the Center, which is one of the main large retail centers in Inver Grove Heights. It would reinforce its stability for years to come, also because it would make this location more attractive to small retailers. Thus, it will allow Southridge Shopping Center to continue to fulfill the purpose of the B-4 zoning district by remaining a large retail sales facility with a variety of retail sales types and services, “integrated in a single facility or multiple building arrangement with integrated design and a coordinated physical plan”, as described in the B-4 zoning code.

Moreover, this request for a variance will permit to bring a desirable retailer to the northern half of the developed part of the Inver Grove Heights area, while filling up a substantial amount of space in Southridge Shopping Center.

The variance we seek would not be detrimental to the public welfare or to the neighborhood in which Southridge Shopping Center is located. South Robert Street is one of the most important and vital commercial corridors in the southeast quadrant of the metropolitan area. Accordingly, Southridge Shopping Center is adjacent to areas of intense commercial uses. The proposed freestanding sign would match the aesthetic of other signs in the renovated Center, and anchor the southwest corner of the site.

Naturally, the presence of an additional well-designed freestanding sign at the southwestern corner of Southridge Shopping Center, along Robert Street, will not increase traffic congestion, increase fire hazards, endanger the public safety, detrimentally affect property values, or negatively affect the supply of light and air to adjacent properties. Rather, by clearly indicating to the drivers where to turn to reach the ALDI store, it will alleviate any increase in traffic due to customers who have problems identifying the access to this new grocery store; and the presence of a full and vital shopping center indirectly increases of the value of the surrounding land in this B-4 district.

For all the reasons listed above, the variance is not contrary to the intent of the City Ordinances or Comprehensive Plan.

3. The variance is necessary as a result of a demonstrated hardship or difficulty, rather than a mere inconvenience. ALDI's commitment to locate a store at this location is contingent upon locating a freestanding sign along Robert Street at the southwest corner of the Center. In other words, the lease will not be binding for ALDI, and the store will not be constructed, if ALDI will not have this necessary signage.

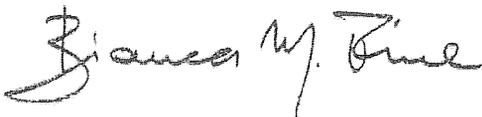
ALDI's demand for this feature is well justified by the fact that Southridge Shopping Center is in a major commercial corridor, where other retailers, big and small, are abundant: the new grocery store must be able to compete effectively by identifying its presence along South Robert Street.

4. Economic considerations alone do not constitute an undue hardship. To approve the variance we seek, thereby permitting that an ALDI grocery store will be constructed within Southridge Shopping Center, will serve community goals well beyond the economic considerations of the owner of the Center. Specifically, this will serve at least three City goals:

- to have convenient access to a variety of retailers;
- to avoid empty retail space that may breed undesirable activities in the City's B-4 district; and
- to keep and improve the tax base for the City.

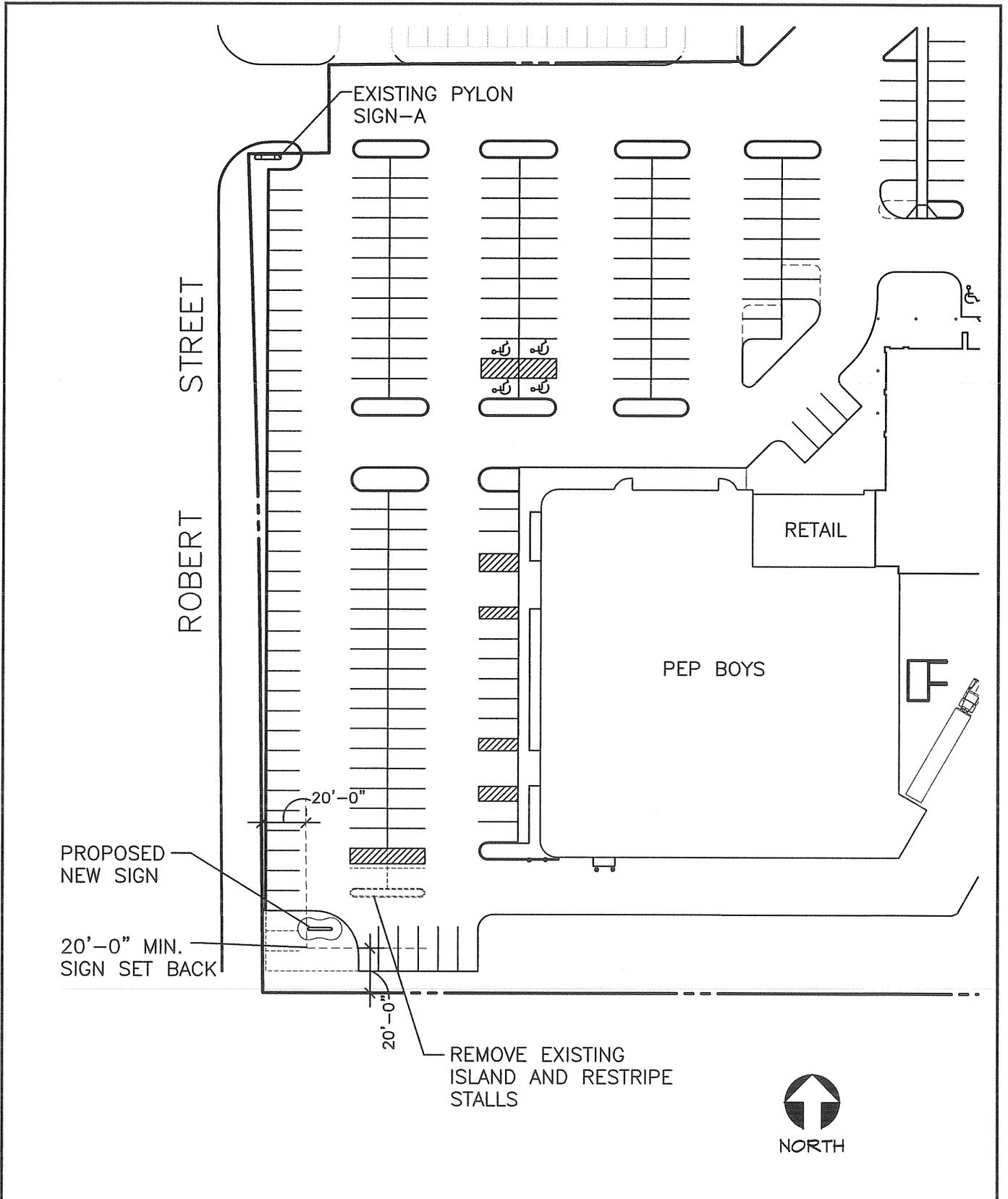
For all the above reasons, we respectfully request the City's approval of the proposed variance to accommodate the additional freestanding sign.

Sincerely,



Bianca M. Fine

BMF/pk



ARCHITECTURAL CONSORTIUM L.L.C.

901 North Third Street, Suite 220 612-436-4030
 Minneapolis, MN 55401 Fax 612-692-9960

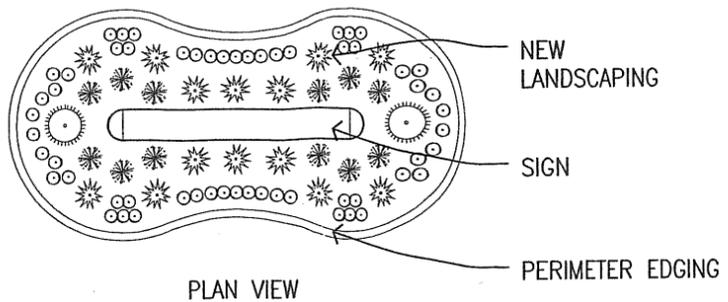
SOUTHRIDGE CENTER

INVER GROVE HEIGHTS, MN 55077

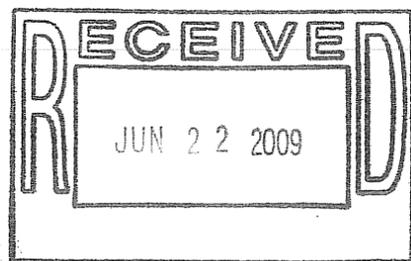
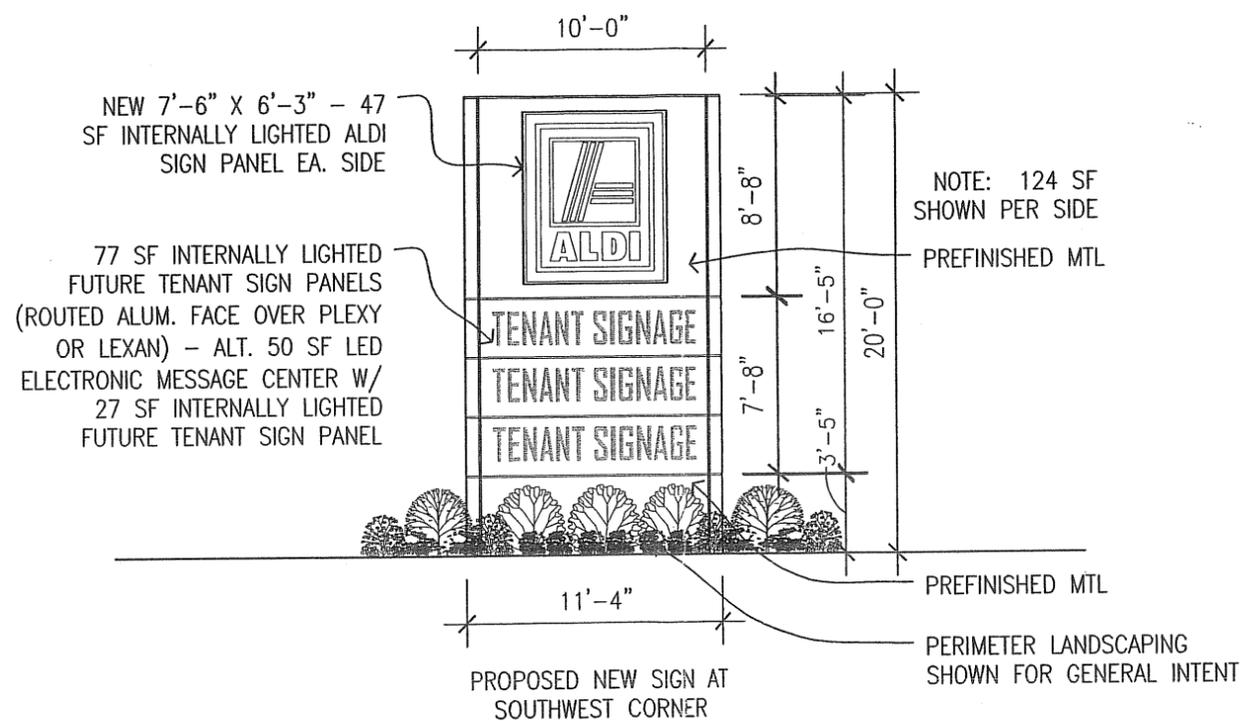
PROPOSED SITE AT NEW SIGN

SCALE: 1" = 60'-0"

PROJECT NUMBER:	04-1085-05
ISSUED DATE:	07/14/09
DRAWN BY:	ES
CHECKED BY:	KA
A1.4	



PLAN VIEW



1 PROPOSED NEW SIGN
1/8" = 1'-0"

**ARCHITECTURAL
CONSORTIUM L.L.C.**

901 North 3rd Street
Minneapolis, MN 55401

612-436-4030
Fax 612-692-9960

PREPARED FOR:

FINE ASSOCIATES
1916 IDS CENTER
MINNEAPOLIS, MN 55404

**SOUTHRIDGE
CENTER**

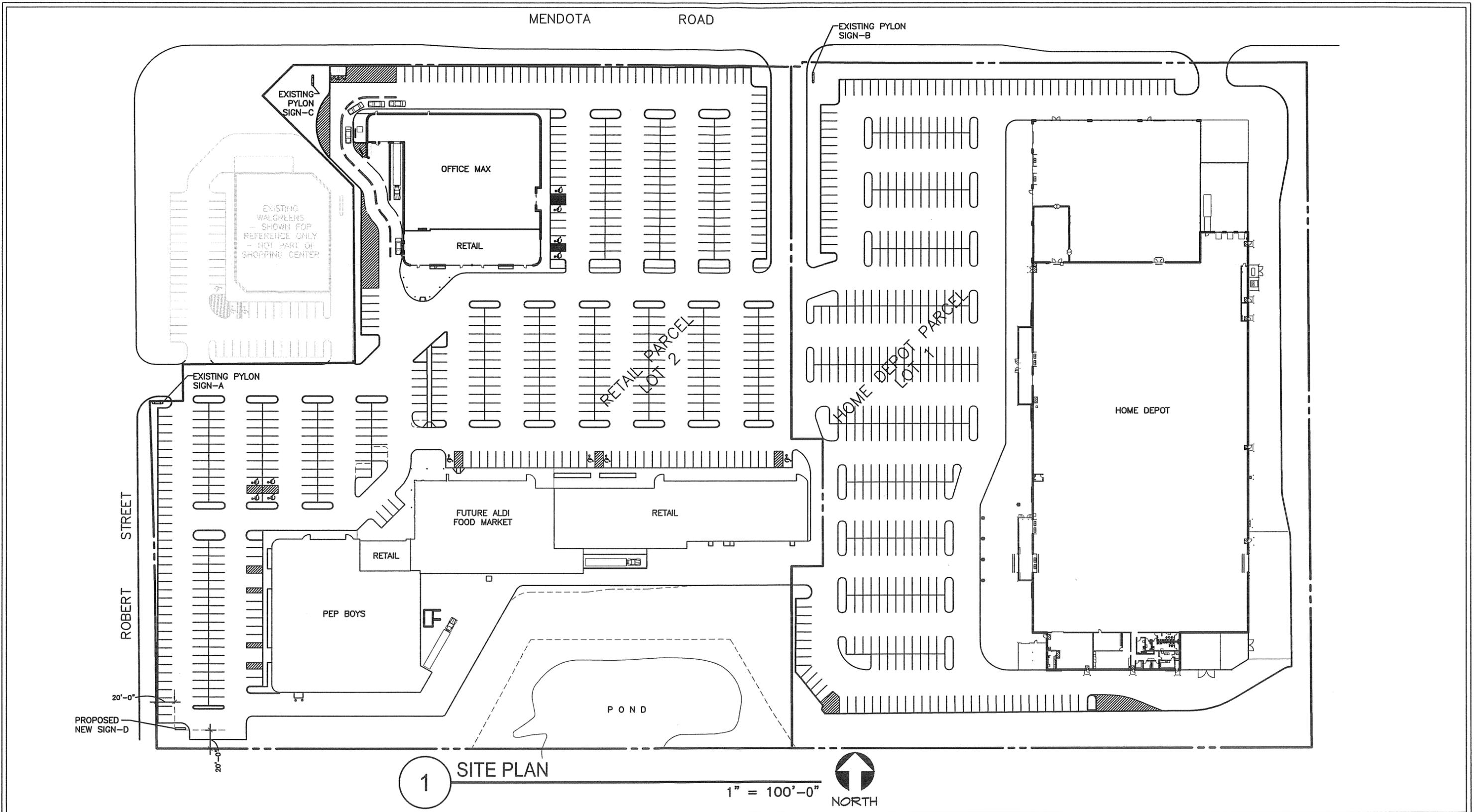
INVER GROVE HEIGHTS, MN 55077

PROPOSED NEW SITE SIGNAGE

SCALE: AS NOTED @ 11X17

PROJECT NUMBER: 04-1085-05
ISSUED DATE: 06/22/09
DRAWN BY: ES
CHECKED BY: KA

A1.2



1

SITE PLAN

1" = 100'-0"



ARCHITECTURAL CONSORTIUM L.L.C.
 901 North 3rd Street
 Minneapolis, MN 55401
 612-436-4030
 Fax 612-692-9960

PREPARED FOR:
 FINE ASSOCIATES
 1916 IDS CENTER
 MINNEAPOLIS, MN 55404

SOUTHRIDGE CENTER
 INVER GROVE HEIGHTS, MN 55077

PROPOSED SITE PLAN
 SCALE: AS NOTED @ 11X17

PROJECT NUMBER: 04-1085-05
 ISSUED DATE: 06/22/09
 DRAWN BY: ES
 CHECKED BY: KA

A1.1

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Accepting the Proposal from and Awarding Contract for Feasibility Study and Preliminary Engineering Services for City Project No. 2009-08 – Courthouse Boulevard Court Trail Improvements

Meeting Date: August 10, 2009
 Item Type: Regular
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SAT

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: Project Funds

PURPOSE/ACTION REQUESTED

Consider adopting a resolution accepting the proposal from and awarding contract to Bonestroo for feasibility study and preliminary engineering services for City Project No. 2009-08 – Courthouse Boulevard Court Trail Improvements.

SUMMARY

City engineering staff requested a request for proposal from four firms for the feasibility study and preliminary engineering services. The proposals were submitted as follows:

Bonestroo	\$ 6,740 (includes 30% discount)
WSB & Associates, Inc.	\$11,965
S.E.H.	\$14,000
Kimley-Horn and Associates, Inc.	\$29,875

City staff reviewed the experience of the four firms, their work scope, and associated fee for the proposed services. Based upon these factors, it is recommended that Bonestroo be selected as the consultant for the proposed services for City Project No. 2009-08 – Courthouse Boulevard Court Trail Improvements.

Public Works recommends adoption of the resolution accepting the proposal of Bonestroo in the amount of \$6,740 for feasibility study and preliminary engineering services for City Project No. 2009-08 – Courthouse Boulevard Court Trail Improvements.

TJK/kf

Attachment: Map
 Proposals
 Resolution

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION ACCEPTING THE PROPOSAL AND AWARDING CONTRACT TO BONESTROO IN THE
AMOUNT OF \$6,740 FOR FEASIBILITY STUDY AND PRELIMINARY ENGINEERING SERVICES FOR CITY
PROJECT NO. 2009-08 COURTHOUSE BOULEVARD COURT TRAIL IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, City Project No. 2009-08 – Courthouse Boulevard Court Trail Improvements, has been identified as an improvement project; and

WHEREAS, in order to complete the proposed engineering services in a timely manner, City staff requested four proposals from area engineering firms – Bonestroo, WSB & Associates, Inc., S.E.H., Kimley-Horn & Associates, Inc.; and

WHEREAS, the Bonestroo proposal indicates that their scope of work can provide a feasibility study to be presented at the September 14, 2009 City Council meeting; and

WHEREAS, based on the experience of the four firms, the scope and associated fee for the proposed services, it was decided that Bonestroo be selected as the engineering services consulting firm for City Project No. 2009-08 – Courthouse Boulevard Court Trail Improvements; and

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

1. The proposal of Bonestroo is accepted and staff is authorized to enter into a contract with Bonestroo in the amount of \$6,740, which includes feasibility study, preliminary engineering services, and survey work for City Project No. 2009-08 – Courthouse Boulevard Court Trail Improvements.

Adopted by the City Council of Inver Grove Heights, Minnesota this 10th day of August 2009.

AYES:

NAYS:

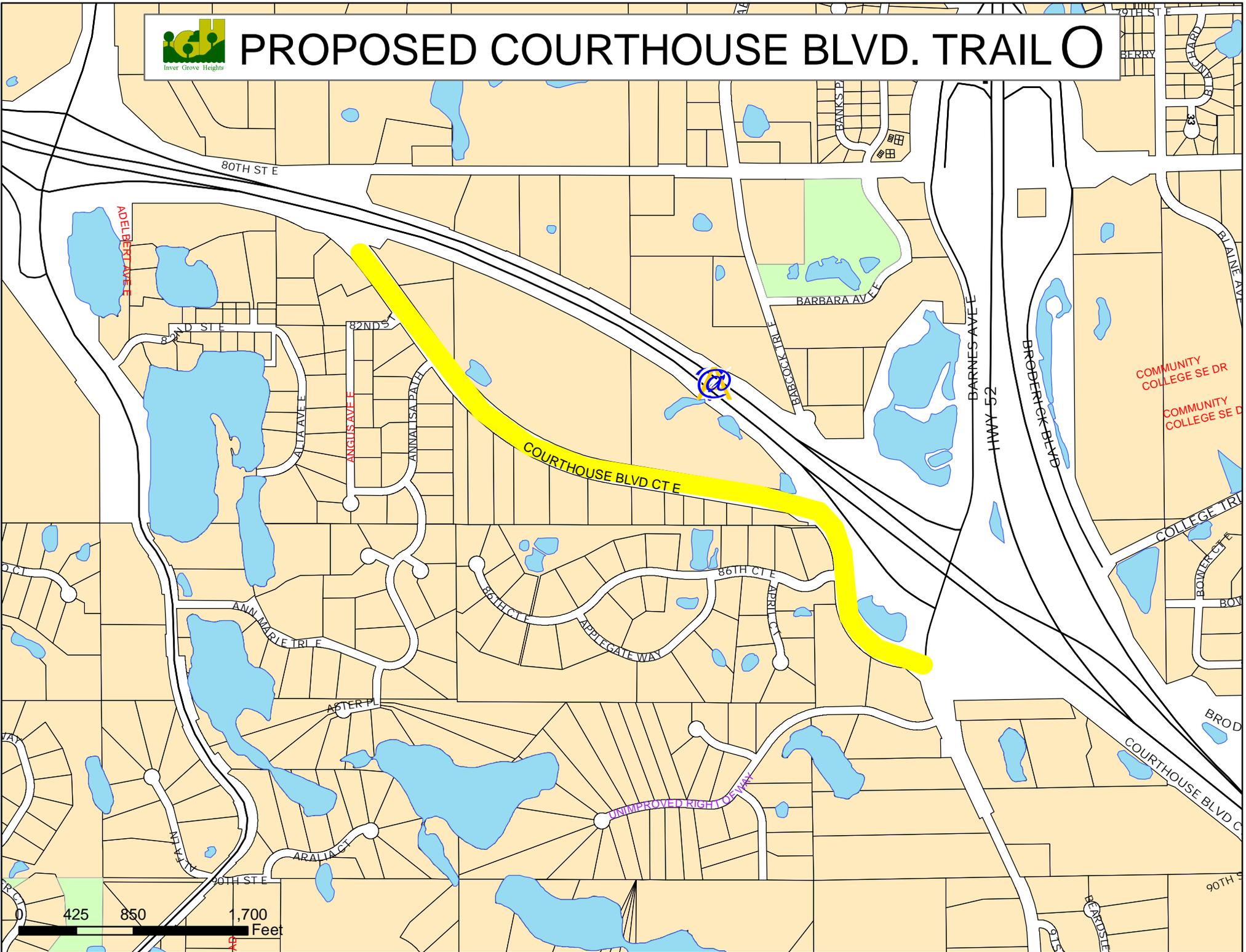
George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk



PROPOSED COURTHOUSE BLVD. TRAIL



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Approving Improvement Agreement for Sanitary Sewer on Briggs Drive

Meeting Date: August 10, 2009
 Item Type: Regular
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *SAT*

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider resolution approving improvement agreement for sanitary sewer on Briggs Drive.

SUMMARY

When the City Council ordered City Project No. 2003-03 (Southern Sanitary Sewer), the owners of property along Briggs Drive (a private street) requested that a planned sanitary sewer lateral on Briggs Drive not be included in that project. They desired to have it constructed privately, believing it would cost less. The Council granted that request.

The City has now received an application from the property owners to install the sanitary sewer lateral on Briggs Drive and to connect the buildings to this sewer. The Engineering and the Building and Inspections Divisions have worked with the applicants to revise the plans to meet the City's standards and to submit those plans to the Metropolitan Council and the Minnesota Pollution Control Agency for the necessary permits. The City Attorney's office has prepared the attached improvement agreement that memorializes the responsibilities of the applicant to construct, and the responsibilities of the City to maintain and operate, the sanitary sewer. This is a standard agreement used for developer-installed public infrastructure.

I recommend that the City Council adopt the resolution approving the improvement agreement.

SDT/kf

Attachments: Improvement Agreement
 Resolution
 Map

**IMPROVEMENT AGREEMENT
RELATED TO CONSTRUCTION OF PUBLIC LATERAL
SANITARY SEWER LINE ALONG BRIGGS DRIVE IN
INVER GROVE HEIGHTS, DAKOTA COUNTY,
MINNESOTA**

**IMPROVEMENT AGREEMENT
RELATED TO CONSTRUCTION OF PUBLIC LATERAL SANITARY
SEWER LINE ALONG BRIGGS DRIVE IN INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT, made and entered into on the 10th day of August, 2009, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter called the City), and Developer identified herein.

RECITALS:

WHEREAS, Developer platted Total Construction Addition and constructed Briggs Drive as part of the plat. Briggs Drive is a private roadway. On the plat of Total Construction Addition a public drainage and utility easement was dedicated to the public over the area of Briggs Drive.

At the time of the plat of Total Construction Addition, public sanitary sewer service was not available to the plat. Now, with the construction of the Southern Sanitary Sewer System, City Project No. 2003-03 and the construction of Clark Road, City Project No. 2007-17, trunk sanitary sewer system is available to the plat.

WHEREAS, in order to provide sanitary sewer service to properties within the plat, the Developer wishes to install a public lateral sanitary sewer line along Briggs Drive within the public drainage and utility easement and private sanitary sewer service lines from the lateral line to the lots located along Briggs Drive in the City of Inver Grove Heights pursuant to the set of plans identified in Exhibit A (Improvement Plans);

WHEREAS, in conjunction with the City allowing the Developer to install the public lateral sanitary sewer line and private service lines, the City has agreed to approve the Improvement Plans on the condition that the Developer enter into this Improvement Agreement, which contract defines the work which the Developer undertakes to complete.

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

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

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

ARTICLE 1
DEFINITIONS

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

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

1.3 Developer. "Developer" means individually and collectively, Wilfred W. Krech and Mary C. Krech, husband and wife.

1.4 Engineer's Conditions. "Engineer's Conditions" means those conditions, comments and requirements imposed by City Engineer, Tom Kaldunski, as set forth in that certain revised letter dated August 7, 2009, from City Engineer, Tom Kaldunski, to Nick A. Rehder of Rehder & Associates, Inc.

1.5 Improvement Plans. "Improvement Plans" means all the plans, drawings, specifications and surveys identified on the attached Exhibit A, and hereby incorporated by reference and made a part of this Improvement Agreement.

1.6 Improvement Agreement. "Improvement Agreement" means this instant contract by and between the City and Developer.

1.7 Council. "Council" means the Council of the City of Inver Grove Heights.

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

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

1.10 Other Regulatory Agencies. "Other Regulatory Agencies" means and includes, individually and collectively, the following:

- a.) Minnesota Pollution Control Agency
- b.) Metropolitan Council Environmental Services
- c.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the Developer Improvements.

1.11 Utility Companies. "Utility Companies" means and includes, individually and collectively, the following:

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

1.12 Prior Easement Holders. "Prior Easement Holders" means and includes, individually and collectively, all holders of any easements or other property interests in the area of the public drainage and utility easement along Briggs Drive.

1.13 Developer Improvements. "Developer Improvements" means and includes, individually and collectively, all the improvements identified in Article 3 and on the attached Exhibit B.

1.14 Developer Public Improvements. "Developer Public Improvements" means and includes, individually and collectively, all the improvements identified and checked on the attached Exhibit B that are further labeled "public". Developer Public Improvements are improvements to be constructed by the Developer within the public easement and which are to be approved and later accepted by the City. Developer Public Improvements are part of Developer Improvements.

1.15 Developer Default. "Developer Default" means and includes, individually and collectively, any of the following or any combination thereof:

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

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

1.17 Developer Warranties. "Developer Warranties" means that the Developer hereby warrants and represents the following:

- A. Authority.** Developer has the right, power, legal capacity and authority to enter

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

- B. **Warranty On Proper Work and Materials.** The Developer warrants all work required to be performed by it under this Improvement Agreement against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the City. With respect to matters covered by the warranty, the Developer shall be solely responsible for all costs of performing repair work arising within said two (2) year period required by the City within thirty (30) days of notification.

- C. **Obtaining Permits.** The Developer shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the Developer Improvements may be lawfully constructed. Before beginning construction of Developer Improvements, Developer shall obtain all necessary approvals from Other Regulatory Agencies and from Prior Easement Holders, if any.

1.18 City Warranties. “City Warranties” means that the City hereby warrants and represents as follows:

- A. **Organization.** City is a municipal corporation duly incorporated and validly existing in good standing the laws of the State of Minnesota.

- B. **Authority.** City has the right, power, legal capacity and authority to enter into and perform its obligations under this Improvement Agreement.

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

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

If to Developer: Wilfred W. Krech and Mary C. Krech
10195 Inver Grove Trail E.
Inver Grove Heights, MN 55076

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

ARTICLE 2
APPROVAL OF IMPROVEMENT PLANS

2.1. Approval of Improvement Plans. The Improvement Plans are hereby approved by the City, subject to the terms and conditions in this Agreement.

ARTICLE 3
DEVELOPER IMPROVEMENTS

3.1 Developer Improvements. The Developer shall install, at its own cost, the Developer Improvements in accordance with the Improvement Plans and the Engineer's Conditions.

The Developer Improvements shall be completed by the dates shown on Exhibit B, except as completion dates are extended by subsequent written action of the Director of PWD. Failure of the City to promptly take action to enforce this Improvement Agreement after expiration of time by which the Developer Improvements are to be completed shall not waive or release any rights of the City; the City may take action at any time thereafter, and the terms of this Improvement Agreement shall be deemed to be automatically extended until such time as the Developer Improvements are completed to the City's reasonable satisfaction.

3.2 Ground Material. The Developer shall insure that adequate and suitable ground material shall exist in the areas of the Developer Public Improvements and shall guarantee the removal, replacement or repair of substandard or unstable material. The cost of such removal, replacement or repair is the responsibility of the Developer.

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

3.4 Erosion Control. The Developer shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan shall be detailed on the Improvement Plans and shall be subject to approval of the Director of PWD. The Developer shall install and maintain such erosion control structures as appear necessary under the Improvement Plans or become necessary subsequent thereto. The Developer shall be responsible for all damage caused as the result of grading and excavation. The City reserves the

right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after Formal Notice by the City as stated in Article 11. The Developer shall be financially responsible for payment for this extra work.

ARTICLE 4 **OTHER PERMITS**

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

ARTICLE 5 **OTHER IMPROVEMENT REQUIREMENTS**

5.1 Miscellaneous Requirements. Additional requirements to approval of the Improvement Plans are set forth in Exhibit C and are incorporated herein.

ARTICLE 6 **DEVELOPER PUBLIC IMPROVEMENTS**

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

6.2 Construction. The construction, installation, materials and equipment related to Developer Public Improvements shall be in accord with the Improvement Plans. The Developer shall cause the contractors to furnish the PWD a written schedule of proposed operations, subcontractors and material suppliers, at least five (5) days prior to commencement of construction work. The Developer shall notify the City in writing, coordinate and hold a pre-construction conference with all affected parties at least three (3) days prior to starting construction of any Developer Public Improvements.

6.3 Inspection. The PWD or its designated representative shall periodically inspect the work installed by the Developer, its contractors, subcontractors or agents. The Developer shall notify the PWD two (2) working days prior to the commencement of the laying of utility lines, subgrade preparation, the laying of gravel base for street construction or any other improvement work which shall be subsequently buried or covered to allow the City an opportunity to inspect such improvement work. Upon receipt of said notice, the City shall have a reasonable time, not to be

less than three (3) working days, to inspect the improvements. Failure to notify the City to allow it to inspect said work shall result in the City's right pursuant to Article 11 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate City inspection.

6.4 Faithful Performance of Construction Contracts. The Developer shall fully and faithfully comply with all terms of any and all contracts entered into by the Developer for the installation and construction of all of the Developer Public Improvements; and the Developer shall obtain lien waivers. Within thirty (30) days after Formal Notice, the Developer agrees to repair or replace, as directed by the City and at the Developer's sole cost and expense, any work or materials relating to Developer Public Improvements that within the warranty periods of Section 1.17(B) become defective or damaged in the opinion of the City.

6.5 City Acceptance. The Developer shall give Formal Notice to the City within thirty (30) days once Developer Public Improvements have been completed in accord with this Development Contract and the ordinances, City standards and specifications and the Improvement Plans. The City shall then inspect the Developer Public Improvements and notify the Developer of any Developer Public Improvements that do not so conform. Upon compliance with this Development Contract and City ordinances, standards and specifications, and the Improvement Plans, the Developer Public Improvements shall become the property of the City upon Formal Notice of acceptance by the City. After acceptance, the Developer Public Improvements become the property of the City, and the Developer shall have no responsibility with respect to maintenance of the Developer Public Improvements except as provided in Section 1.17(B).

If the Developer Public Improvements do not conform, Formal Notice shall be given to the Developer of the need for repair or replacement or, in its discretion, the City may proceed under Article 11.

6.6 Engineering Submittals Required. One (1) copy, on polyester film, of the detailed record plan "as built" drawings of the Developer Improvements shall be provided by the Developer in accord with City standards no later than 90 days after completion and acceptance of the Developer Improvements by the City, unless otherwise approved in writing by the PWD. In addition, final quantity tabulations shall be required, which must include the following items:

1. As built grading plan containing spot elevations prepared and signed by a registered engineer or registered land surveyor, in an electronic format.
2. Final as-built information shall be submitted in an electronic format compatible with the City's Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are AUTOCAD 2000 .DWG or .DXF files on compact disk. As-built drawings shall also be scanned and stored as images in .TIFF files on compact disk.

ARTICLE 7
RESPONSIBILITY FOR COSTS

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

7.2 Enforcement Costs. The Developer shall pay the City for costs incurred in the enforcement of this Improvement Agreement, including engineering and reasonable attorneys' fees.

7.3 Time of Payment. The Developer shall pay all bills from the City within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of 8% per year.

ARTICLE 8
DEVELOPER WARRANTIES

8.1 Statement of Developer Warranties. The Developer hereby makes and states the Developer Warranties.

ARTICLE 9
CITY WARRANTIES

9.1 Statement of City Warranties. The City hereby makes and states the City Warranties.

ARTICLE 10
INDEMNIFICATION OF CITY

10.1 Indemnification of City. Provided the City is not in Default under the Improvement Agreement with respect to the particular matter causing the claim, loss or damage, Developer shall indemnify, defend and hold the City, its Council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

- a.) breach by the Developer of the Developer Warranties;
- b.) failure of the Developer to timely construct the Developer Improvements according to the Improvement Plans and the City ordinances, standards and specifications;

- c.) failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Improvement Agreement;
- d.) failure by the Developer to pay contractors, subcontractors, laborers, or materialmen;
- e.) failure by the Developer to pay for materials;
- f.) approval by the City of the Improvement Plans;
- g.) failure to obtain the necessary permits and authorizations to construct the Developer Improvements;
- h.) construction of the Developer Improvements;
- i.) delays in construction of the Developer Improvements;

ARTICLE 11
CITY REMEDIES UPON DEVELOPER DEFAULT

11.1 City Remedies. If a Developer Default occurs, that is not caused by Force Majeure, the City shall give the Developer Formal Notice of the Developer Default and the Developer shall have thirty (30) days to cure the Developer Default. If the Developer, after Formal Notice to it by the City, does not cure the Developer Default within thirty (30) days, then the City may avail itself of any remedy afforded by law and any of the following remedies:

- a.) the City may specifically enforce this Improvement Agreement;
- b.) the City may suspend any work, improvement or obligation to be performed by the City;
- c.) the City may collect on the cash deposit pursuant to Article 12 hereof;
- d.) the City may, at its sole option, perform the work or improvements to be performed by the Developer, in which case the Developer shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City.

11.2 No Additional Waiver Implied By One Waiver. In the event any agreement contained in this Improvement Agreement is breached by the Developer and thereafter waived in writing by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by

the City must be in writing.

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

11.4 Emergency. Notwithstanding the requirement contained in Section 11.1 hereof relating to Formal Notice to the Developer in case of a Developer Default and notwithstanding the requirement contained in Section 11.1 hereof relating to giving the Developer a thirty (30) day period to cure the Developer Default, in the event of an emergency as determined by the PWD, resulting from the Developer Default, the City may perform the work or improvement to be performed by the Developer without giving any notice or Formal Notice to the Developer and without giving the Developer the thirty (30) day period to cure the Developer Default. In such case, the Developer shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by the City. In the alternative, the City may, in whole or in part, specially assess the costs and expenses incurred by the City; and the Developer hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the Plat. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 12 **ESCROW DEPOSIT**

12.1 Escrow Requirement. Prior to the Developer beginning construction of the Developer Improvements, the Developer must comply with the Engineer's Conditions.

Prior to the Developer beginning construction of the Developer Improvements, the Developer shall deposit with the City a cash deposit for the amount stated in Exhibit D.

The cash deposit shall secure compliance by the Developer with the terms of this Improvement Agreement. The City may draw down on the cash deposit without any further notice than that provided in Section 11.1 relating to a Developer Default, for the following reasons:

- a.) a Developer Default.

The City shall use the cash deposit proceeds to reimburse the City for its costs and to cause the Developer Improvements listed on Exhibit D to be constructed to the extent practicable.

If the Director of PWD determines that such Developer Improvements listed on Exhibit D have been properly constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 12.2, the remaining proceeds shall be distributed to the Developer.

With City approval, the cash deposit may be reduced pursuant to Section 12.2 from time to time as financial obligations are paid.

12.2 Escrow Release and Escrow Increase; Developer Improvements.

Periodically, upon the Developer's written request and upon completion by the Developer and acceptance by the City of any specific Developer Improvements, ninety percent (90%) of that portion of the cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the cash deposit for those specific completed improvements shall be held until acceptance by the City and expiration of the warranty period under Section 1.17(B) hereof; in the alternative, the Developer may post a bond satisfactory to the City with respect to the final ten percent (10%).

ARTICLE 13
MISCELLANEOUS

13.1 City's Duties. The terms of this Improvement Agreement shall not be considered an affirmative duty upon the City to complete any Developer Improvements.

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

13.3 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this Improvement Agreement shall be binding upon the successors and assigns of the Developer.

13.4 Contract Assignment. The Developer may not assign this Improvement Agreement without the written permission of the Council.

13.5 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Improvement Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Improvement Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Improvement Agreement, waive compliance by another with any of the covenants contained in this Improvement Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Improvement Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Improvement Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not

similar, nor shall any waiver constitute a continuing waiver.

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

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

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

13.9 Inconsistency. If the Improvement Plans are inconsistent with the words of this Improvement Agreement or if the obligation imposed hereunder upon the Developer are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the Developer shall prevail.

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

IN WITNESS WHEREOF, the parties have executed this Improvement Agreement.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 10th day of August, 2009, 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

EXHIBIT A

LIST OF IMPROVEMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
1.) Lateral Public Sanitary Sewer Line Within Public Drainage and Utility Easement Along Briggs Drive		
2.) Private Sanitary Sewer Service Lines From Public Lateral Sanitary Sewer Line To Properties Along Briggs Drive		

EXHIBIT B

DEVELOPER IMPROVEMENTS

The items checked with an "X" below are the Developer Improvements.

The items checked with "Public" below are those Developer Improvements that are Developer-Public Improvements.

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X "Public"	by October 15, 2009, or within 20 days after beginning construction of such improvement, whichever occurs first	lateral public sanitary sewer line within public drainage and utility easement along Briggs Drive
X	by October 15, 2009, or within 20 days after beginning of construction of such improvement, whichever occurs first	private sanitary sewer service lines from public lateral sanitary sewer line to properties along Briggs Drive

EXHIBIT C

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

1.) **CONDITIONS TO BE SATISFIED BY DEVELOPER BEFORE BEGINNING
CONSTRUCTION OF ANY DEVELOPER IMPROVEMENTS.**

Before beginning construction of any Developer Improvements, all of the following conditions must be satisfied by Developer:

- a.) Developer must execute this Improvement Agreement.
- b.) Developer must provide the cash deposit for the amount stated on Exhibit D of this Improvement Agreement.
- c.) Developer must provide to the City of Inver Grove Heights the cash deposit for inspection fees stated on Exhibit D of the Improvement Agreement.
- d.) Developer must provide evidence satisfactory to the Director of PWD that the sewer pipes have been purchased and that satisfactory arrangements for payment have been made by the Developer with the supplier.
- e.) Developer must provide lien waivers from the contractor for all the Developer Improvements. These lien waivers shall be delivered to the Director of PWD.
- f.) Developer must provide to the Director of PWD a letter or other writing from the contractor stating that the contractor will complete all Developer Improvements notwithstanding that payment to the contractor from the Developer for such Developer Improvements may not be made by the time the Developer Improvements are completed.

EXHIBIT D
ESCROW CALCULATION

DEVELOPER IMPROVEMENTS

- 1.) Lateral Public Sanitary Sewer Line
Within Public Drainage and Utility
Easement Along Briggs Drive

- 2.) Private Sanitary Sewer Service Lines
From Public Lateral Sanitary Sewer Line
To Properties Along Briggs Drive

TOTAL: \$10,000

ESCROW AMOUNT: \$10,000

In addition to the Escrow Amount set forth above, the Developer shall also deposit \$3,000.00 in cash with the City contemporaneously with execution of this Improvement Agreement. This sum shall be to pay the City for engineering inspection fees at the City's standard rates charged for such tasks. Upon satisfactory completion of the work, the City shall return to the Developer any remaining portion of the sum not otherwise charged the Developer for engineering inspection performed by the City. To the extent the engineering inspection fees, calculated according to the City's standard rates, exceed the \$3,000.00 deposit, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

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

RESOLUTION NO. _____

**RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT RELATED TO
CONSTRUCTION OF PUBLIC LATERAL SANITARY SEWER LINE ALONG
BRIGGS DRIVE IN INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA**

WHEREAS, Wilfred W. Krech and Mary C. Krech (the Developer) platted Total Construction Addition and constructed Briggs Drive as part of the plat. Briggs Drive is a private roadway. On the plat of Total Construction Addition a public drainage and utility easement was dedicated to the public over the area of Briggs Drive.

At the time of the plat of Total Construction Addition, public sanitary sewer service was not available to the plat. Now, with the construction of the Southern Sanitary Sewer System, City Project No. 2003-03 and the construction of Clark Road, City Project No. 2007-17, trunk sanitary sewer system is available to the plat.

WHEREAS, in order to provide sanitary sewer service to properties within the plat, the Developer wishes to install a public lateral sanitary sewer line along Briggs Drive within the public drainage and utility easement and private sanitary sewer service lines from the lateral line to the lots located along Briggs Drive in the City of Inver Grove Heights pursuant to the set of plans identified in Exhibit A of the Improvement Agreement between the City and Developer dated August 10, 2009;

WHEREAS, in conjunction with the City allowing the Developer to install the public lateral sanitary sewer line and private service lines, the City has agreed to approve the Improvement Plans on the condition that the Developer enter into the attached Improvement Agreement, which contract defines the work which the Developer undertakes to complete.

RESOLUTION NO. _____
PAGE TWO

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

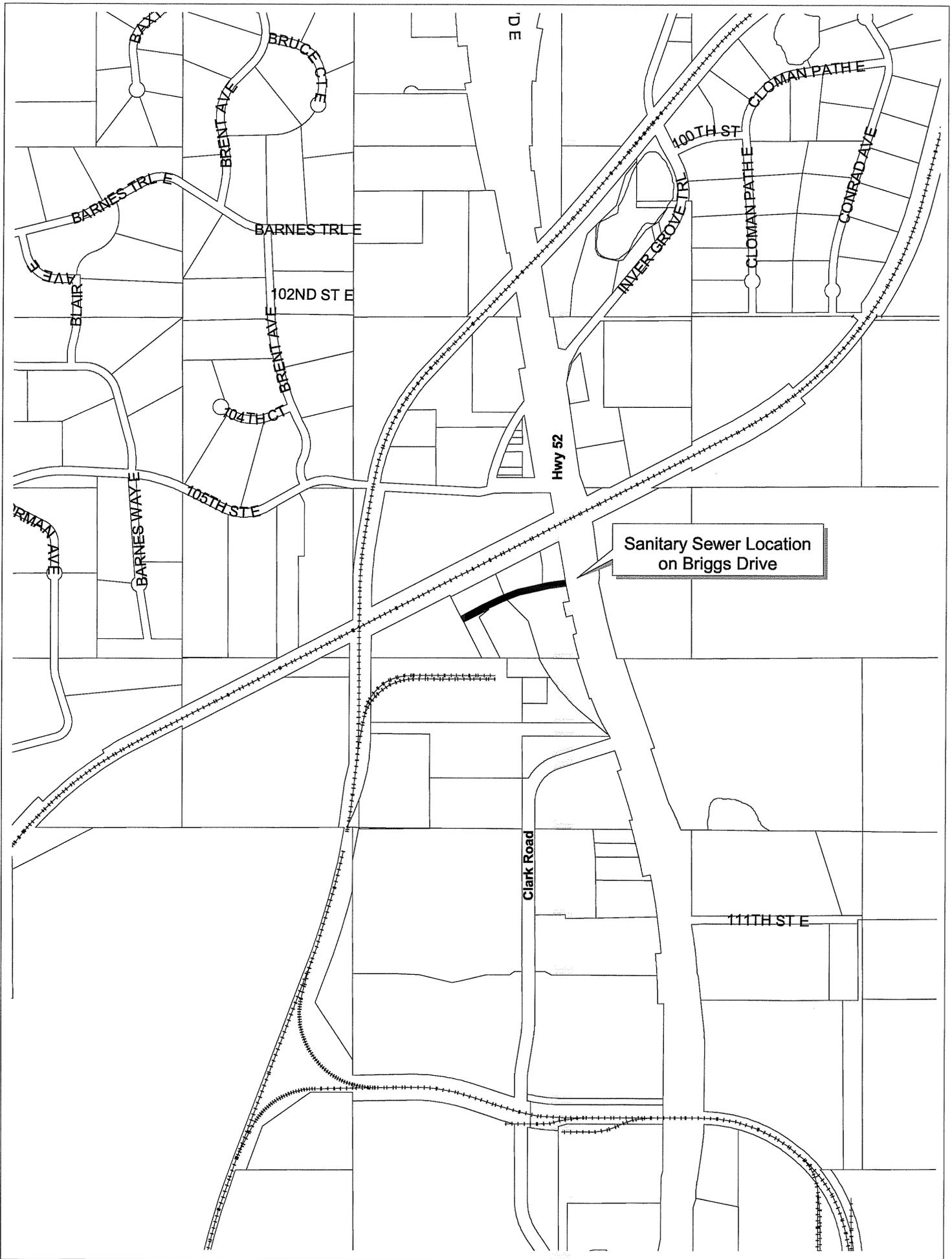
1. The City Council hereby approves the attached Improvement Agreement Related To Construction Of Public Lateral Sanitary Sewer Line Along Briggs Drive In Inver Grove Heights, Dakota County, Minnesota.
2. The Mayor and Deputy City Clerk are authorized to execute the attached Improvement Agreement Related To Construction Of Public Lateral Sanitary Sewer Line Along Briggs Drive In Inver Grove Heights, Dakota County, Minnesota.

Passed this 10th day of August, 2009.

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy City Clerk



Sanitary Sewer Location
on Briggs Drive

D E

Hwy 52

Clark Road

111TH ST E

BARNES TR L E

BRENT AVE

BRUCE CILLE

BLAIR AVE

BARNES TR L E

102ND ST E

BRENT AVE

104TH CT

105TH ST E

100TH ST

INVER GROVE TR L

CLOOMAN PATH E

CONRAD AVE

IRMAA AVE

BARNES WAY E