



# INVER GROVE HEIGHTS CITY COUNCIL AGENDA

-REVISED-

MONDAY, APRIL 26, 2010

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 – April 12, 2010 Regular Council Meeting \_\_\_\_\_
- B. Resolution Approving Disbursements for Period Ending April 21, 2010 \_\_\_\_\_
- C. Pay Voucher No. 1 for City Project No. 2008–18, Low Voltage Contractors \_\_\_\_\_
- D. Change Order No. 1 for City Project No. 2008–18, Low Voltage Contractors \_\_\_\_\_
- E. Pay Voucher No. 1 for City Project No. 2008–18, TRICOM Communications \_\_\_\_\_
- F. Change Order No. 1 and Pay Voucher No. 2 for City Project No. 2008–18, TRICOM Communications \_\_\_\_\_
- G. Approve Additional Services with McGhie Betts, Inc. for Infiltration Testing as required by City Engineer \_\_\_\_\_
- H. Approve Additional Services with McGhie Betts, Inc. for Asbestos Sampling, Analysis and Report \_\_\_\_\_
- I. Accept Proposal for Street Patching Services \_\_\_\_\_
- J. Resolution Approving Various Easements City Project No. 2010–09D, South Grove Urban Reconstruction, Area 5 \_\_\_\_\_
- K. Approve City Council Goals for 2010 \_\_\_\_\_
- L. Approve the Disposal of Hockey Rink Equipment from Cameron Park \_\_\_\_\_
- M. Approve the Rock Island Swing Bridge Donation Program \_\_\_\_\_
- N. Resolution Designating Polling Place Locations for 2010 Primary & General Elections \_\_\_\_\_
- O. Accept Resignations from Environmental Commission \_\_\_\_\_

P. Approve Technology Manager Position Description and Appoint Patrick Mylan to the Position \_\_\_\_\_

Q. Personnel Actions \_\_\_\_\_

R. Resolution Approving a Joint Powers Agreement with Dakota County Law Enforcement Agencies to Establish & Maintain a Records Management System \_\_\_\_\_

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. **IVERSON;** Consider a resolution relating to a Comprehensive Plan Amendment to change the land use designation from MDR, Medium Density Residential to HDR, High Density Residential for property located on the north side of 80<sup>th</sup> Street, between Hwy 3 and Inverwood Golf Course . \_\_\_\_\_

B. **CITY OF INVER GROVE HEIGHTS;** Consider the Third Reading of an Ordinance Amendment to the Zoning Ordinance relating to maximum allowed impervious surface coverage in the single family residential zoning districts including A, E-1, E-2, R-1A, R-1B and R-1C. \_\_\_\_\_

C. **SUSSEL CORPORATION;** Consider a resolution relating to conditional use permit to exceed the allowed maximum impervious coverage to construct a home addition for the property located at 5924 Bradbury Court \_\_\_\_\_

**PARKS AND RECREATION:**

D. **CITY OF INVER GROVE HEIGHTS;** Consider Changes to the Inver Wood Golf Course Business Plan for 2010:

i) Approve Golf Course Fund Budget Amendment \_\_\_\_\_

ii) Approve Position Description for Golf Shop Cashier \_\_\_\_\_

iii) Approve Purchase of VoIP Equipment and Labor for Golf Course Technology Upgrade \_\_\_\_\_

iv) Consider Purchase of Software & Vending Equipment \_\_\_\_\_

v) Consider Approval of Revised 2010 Rate Structure \_\_\_\_\_

E. **CITY OF INVER GROVE HEIGHTS;** Approve the Transfer of Property Adjacent to Heritage Village Park Currently Owned by Cast-Away Marina \_\_\_\_\_

**ADMINISTRATION:**

**F. CITY OF INVER GROVE HEIGHTS;** Consider the following actions related to City Project No. 2008-18, Public Safety Addition/City Hall Renovation:

- i) Change Order No. 8 \_\_\_\_\_
- ii) Approve Purchase of Second High Density Evidence Storage Unit \_\_\_\_\_
- iii) Approve Purchase of Equipment and Labor for Move of VOIP and Network Equipment \_\_\_\_\_
- iv) Approve Landscape Plan \_\_\_\_\_
- v) Approve Furniture Contract \_\_\_\_\_

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

- i) Third Reading of an Ordinance Amending Title 5, Chapter 4, of the City Code relating to Animal Control \_\_\_\_\_
- ii) Consider Resolution and Table Setting Forth License Fees, Administrative Service Fees and Permit Fees \_\_\_\_\_

**PUBLIC WORKS:**

**H. CITY OF INVER GROVE HEIGHTS;** Acceptance of Bids and Award of Contract for 2010 Pavement Management Program, City Project No. 2010-09D - South Grove Urban Street Reconstruction Area 5 \_\_\_\_\_

**I. CITY OF INVER GROVE HEIGHTS;** Resolution Accepting the Proposal from American Engineering Testing, Inc. for Geotechnical Testing Services for the 2010 Pavement Management Program, City Project 2010-09D - South Grove Urban Street Reconstruction, Area 5 \_\_\_\_\_

**J. CITY OF INVER GROVE HEIGHTS;** Resolution Accepting the Proposal from Gorman Surveying, Inc. for Survey Staking Services for the 2010 Pavement Management Program, City Project 2010-09D - South Grove Urban Street Reconstruction, Area 5 \_\_\_\_\_

**K. CITY OF INVER GROVE HEIGHTS;** Resolution Receiving Bids and Awarding Contract for the 2010 Pavement Management Program, City Project No. 2010-09H - South Grove Sod Repair Project \_\_\_\_\_

**L. CITY OF INVER GROVE HEIGHTS;** Resolution Authorizing the City of Inver Grove Heights to Enter into Agreement No. 92316 for Railroad Crossing Signals with Mn/DOT and the Union Pacific Railroad Company \_\_\_\_\_

**8. MAYOR AND COUNCIL COMMENTS**

**9. ADJOURN**

**INVER GROVE HEIGHTS CITY COUNCIL MEETING  
MONDAY, APRIL 12, 2010 - 8150 BARBARA AVENUE**

**CALL TO ORDER/ROLL CALL** The City Council of Inver Grove Heights met in regular session on Monday, April 12, 2010, 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, Finance Director Lanoue and Deputy Clerk Rheume.

**3. PRESENTATIONS:**

**A. Rock Island Swing Bridge Trust – Mr. Jim Huffman**

Jim Huffman, President of the Rock Island Swing Bridge Trust, stated a fundraiser was held in 2009 at Mississippi Pub to benefit the Rock Island Swing Bridge Project. He presented the City Council with a check for \$1,000.

Councilmember Madden thanked Mr. Huffman and all the volunteers for their efforts in conjunction with the fundraiser.

**4. CONSENT AGENDA:**

Mayor Tourville removed Item 4A, Minutes of March 22, 2010 Regular Council Meeting, from the Consent Agenda.

Councilmember Klein removed Item 4D, Municipal State Aid Street System Adjustments, Item 4E, Resolution Accepting the Proposal of American Engineering Testing, Inc. for Geotechnical Testing Services for City Project No. 2003-15, Northwest Utility Improvements at Manhole O on T.H. 3, and Item 4F, Resolution Accepting Proposal from WSB & Associates, Inc. for 2010 NPDES Storm Water Permit Assistance Program, from the Consent Agenda.

- B. Resolution No. 10-39** Approving Disbursements for Period Ending April 7, 2010
- C.** Pay Voucher No. 10 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation
- G.** Resolution Approving Special Assessment Deferral for City Project No. 2001-02, 70<sup>th</sup> Street Reconstruction and City Project No. 2006-09D, South Grove Street Reconstruction Area 1
- H.** Resolution Authorizing Feasibility Report – 2010 Pavement Management Program, City Project No. 2010-09C – Blaine Avenue Mill and Overlay
- I.** Consider Acceptance of an Easement Conveyance Agreement and Assessment Appeal Waiver Agreement, a Permanent Drainage and Utility Easement Agreement, and a Temporary Construction Easement Agreement with J.D. Trailer Property, LLC and a Resolution Approving the Agreements for City Project No. 2010-09D, South Grove Reconstruction Area 5
- J. Resolution No. 10-46** Approving Encroachment Agreement with Jeremy and Tammy Strong
- K. Resolution No. 10-47** Approving Participation in All Hazard Mitigation Planning Process
- L.** Approve Temporary 3.2 On-Sale Liquor License for St. Patrick's Church Fall Festival
- M.** Approve Transfer of Service Station License
- N.** Personnel Actions

**Motion by Madden, second by Grannis, to approve the Consent Agenda**

**Ayes: 5**

**Nays: 0      Motion carried.**

**A. Minutes – March 22, 2010 Regular Council Meeting**

Mayor Tourville stated he would abstain from a motion to approve because he did not attend the Council meeting on March 22, 2010.

**Motion by Klein, second by Grannis, to approve the Minutes of the March 22, 2010 Regular Council Meeting**

**Ayes: 4**

**Nays: 0**

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

**D. Municipal State Aid Street System Adjustments**

Councilmember Klein asked the item be brought back to a work session for further discussion.

Mayor Tourville stated the adjustments would actually benefit the City.

Mr. Thureen stated the City would actually gain 0.79 miles of Municipal State Aid Streets. He explained the County has been requesting that the City remove 80<sup>th</sup> Street from its system so it could be added to the County's system. He noted the adjustments create a complete system that would utilize the available mileage currently available to the City. He clarified that the changes would not affect the City's ability to use state aid funds.

Councilmember Madden stated the streets that were added to the system are all in need of improvements and the City would benefit from the availability of state aid.

Mr. Thureen explained that none of the segments discussed involve the turn back of streets from the County to the City.

**Motion by Klein, second by Madden, to adopt Resolution No. 10-40 approving Municipal State Aid Street System Adjustments**

**Ayes: 5**

**Nays: 0 Motion carried.**

**E. Resolution Accepting the Proposal of American Engineering Testing, Inc. for Geotechnical Testing Services for City Project No. 2003-15, Northwest Utility Improvements at Manhole O on T.H. 3**

Councilmember Klein questioned how much more settlement could be expected.

Mr. Thureen stated he did not know if there would be additional settlement. He explained approximately nine (9) inches of settlement was detected within a few months of its original construction and no further settlement has been detected since. He stated the proposed investigation would examine the soils to ensure that the repairs can be done safely and provide a long-term solution.

Councilmember Klein asked if soil testing was done prior to construction.

Mr. Thureen indicated soil borings were completed, however further investigation is recommended given the 70 foot depth of Manhole "O".

Mayor Tourville commented that the project did not involve typical pipe construction.

**Motion by Klein, second by Grannis, to adopt Resolution No. 10-41 Accepting the Proposal of American Engineering Testing, Inc. for Geotechnical Testing Services for City Project No. 2003-15, Northwest Utility Improvements at Manhole O on T.H. 3**

**Ayes: 5**

**Nays: 0 Motion carried.**

**F. Resolution Accepting Proposal from WSB & Associates, Inc. for 2010 NPDES Storm Water Permit**

## Assistance Program

Councilmember Klein questioned if the MPCA report was a legislative mandate.

Mr. Thureen stated the entire scope of the item is associated with federal storm water mandates.

Councilmember Klein requested that the League of Minnesota Cities consider protesting legislative mandates that are not funded.

**Motion by Klein, second by Grannis, to adopt Resolution No. 10-42 accepting proposal from WSB & Associates, Inc. for 2010 NPDES Storm Water Permit Assistance Program**

**Ayes: 5**

**Nays: 0      Motion carried.**

**5. PUBLIC COMMENT:**

Mike Shubat, 2870 Upper 79<sup>th</sup> Ct. E., expressed concerns regarding the operations at a group home in his neighborhood. He stated Police and Emergency personnel responded to calls at the facility nine times from March 13<sup>th</sup> – March 26<sup>th</sup>. He noted the problems started when the services were changed at the group home. He stated he has not observed this much activity in over ten (10) years and asked that the City investigate the operations at the home.

Mayor Tourville stated City staff would check to see if there is anything that could be done to resolve the issue.

Mr. Lynch noted the City does not license group homes; they are regulated by the County. He indicated the City could contact the County to see if anything could be done to help alleviate the problem.

Don Olson, 2885 Upper 79<sup>th</sup> Ct. E., discussed parking concerns on the cul-de-sac and asked that the Police patrol in the area be increased.

Miles Mohlenhoff, expressed concerns that his tax dollars are paying for Police and emergency responders to the facility. He also discussed safety issues with traffic and parking at the group home as well as the activity of staff members outside of the facility.

**6. PUBLIC HEARINGS:**

**A. CITY OF INVER GROVE HEIGHTS; Assessment Hearing for City Project No. 2008-09G, Cahill Avenue/Brooks Boulevard Mill and Overlay**

Mr. Kaldunski explained the City Council opened the public hearing on March 8, 2010 and continued the hearing to April 12, 2010 to allow staff to further investigate several issues.

Mr. Kaldunski stated the assessments for the Fairway Hills Townhome association originally ranged from \$154.20 to \$301.55. He explained after consulting with the Townhome association the assessments were modified to be spread out equally amongst the residents within the association, resulting in a proposed assessment of \$248.93 per unit.

Mr. Kaldunski explained City staff reviewed the property located at 8315 Cahill Avenue and determined the property should not be assessed for the project because more than 50% of the Cahill Avenue frontage and the primary driveway were not in the project.

Mr. Kaldunski explained a market analysis was completed by an independent appraiser and it was determined that a single-family home could sustain a \$2,000 assessment and a townhome/condo could sustain a \$400 per unit assessment. He stated the total amount proposed to be specially assessed is \$136,311.09. He noted an assessment term of five (5) years is recommended at an interest rate of 5.8%.

**Motion by Klein, second by Madden, to close the public hearing.**

**Ayes: 5**

**Nays: 0      Motion carried.**

**Motion by Klein, second by Madden, to approve Resolution No. 10-48 adopting the assessment roll and the recommended assessment cap of \$400 for multi-family parcels.**

**Ayes: 5**

**Nays: 0      Motion carried.**

**B. CITY OF INVER GROVE HEIGHTS; Assessment Hearing for City Project No. 2009-09D, South Grove Street Reconstruction Area 4**

Mr. Kaldunski reviewed the scope of the project and indicated the final total project cost is \$2,893,925.03. He explained the proposed assessment roll is based on an assessment cap of \$4,000 per the recommendation of the market analysis completed by Metzen Appraisals. He stated if the cumulative total assessment for the parcels in the project area exceeds \$4,000, the excess amount would be paid by the Pavement Management Fund. He noted if a parcel was already assessed for previous improvements on a previous phase of the South Grove reconstruction program, that amount is subtracted from the \$4,000 cap to arrive at the final assessment amount. He indicated a letter was received on April 12, 2010 from William Wuorinen objecting to the assessment for the property located at 7904 Conroy Way.

**Motion by Klein, second by Grannis, to receive letter of objection from William Wuorinen.**

**Ayes: 5**

**Nays: 0      Motion carried.**

Mr. Kaldunski explained the drainage area of 7650 and 7698 Cahill Avenue was reviewed and surveyed to determine the actual topography. He stated the survey indicated the presence of a slight depression on the parcel located at 7650 Cahill Avenue with an average depth of 4"-6" before the depression fills and overflows into the Rolling Meadows property. He explained the depression can capture a 1-year rainfall event up to 1.6" of runoff volume. He noted the City's storm sewer system is designed for a 10-year event, or 2.8" of rain. He stated over 95% of the runoff will leave the parcels in question and the net effect of the depression is minimal in relation to the 10-year storm sewer design.

Mr. Kaldunski explained the total amount proposed to be specially assessed is \$1,267,996.40, levied over 10 years at 5.8% interest rate. He noted a 15-year assessment term is recommended for non-government, non-profit parcels.

Cynthia Reiter, Westport Properties, presented a written notice of appeal for the assessment proposed for the Rolling Meadows Townhome Cooperative.

**Motion by Grannis, second by Madden, to receive notice of appeal from Westport Properties, property management for Rolling Meadows Townhome Cooperative.**

**Ayes: 5**

**Nays: 0      Motion carried.**

Max Norton, Grace Church, stated an objection to assessment was previously filed. He explained his church is non-profit and is being assessed similar to a commercial property. He stated they do not believe that the value of the property has increased by an amount equivalent to the assessment.

**Motion by Klein, second by Madden, to close the public hearing.**

**Ayes: 5**

**Nays: 0      Motion carried.**

**Motion by Grannis, second by Madden, to adopt Resolution No. 10-49 adopting the final assessment roll for the 2009 Pavement Management Program, City Project No. 2009-09D – Urban Street Reconstruction, South Grove Area 4 and the \$4,000 assessment cap for single-family parcels.**

**Ayes: 5**

**Nays: 0      Motion carried.**

**C. CITY OF INVER GROVE HEIGHTS;** Consider Application of Morris-Walkers, Ltd. dba Emma Krumbée's Restaurant & Bakery for the transfer of an On-Sale/Sunday Intoxicating Liquor License for premises located at 5660 Bishop Ave. E.

Ms. Rheaume explained the applicant has requested the transfer of an existing On-Sale/Sunday Intoxicating Liquor License due to a change in ownership. She noted this was tabled at the last meeting to allow the applicant time to file a certificate of assumed name with the State of Minnesota. She stated a background check was completed by the Police Department and no basis for denial of the request was found. She indicated the applicant had paid the necessary license fees and provided proof of liquor liability insurance.

**Motion by Madden, second by Klein, to close the public hearing.**

**Ayes: 5**

**Nays: 0      Motion carried.**

**Motion by Madden, second by Klein, to approve the transfer of an On-Sale/Sunday Intoxicating Liquor License to Morris-Walkers, Ltd. dba Emma Krumbée's Restaurant & Bakery for the premises located at 5660 Bishop Ave. E.**

**Ayes: 5**

**Nays: 0      Motion carried.**

## **7. REGULAR AGENDA:**

### **COMMUNITY DEVELOPMENT:**

**A. JAMES BROWN;** Consider the following requests for property located at 1186 90<sup>th</sup> Street:

- i) A Rezoning from E-1, 2½ Acre Estate Residential to E-2, 1¾ Acre Estate Residential
- ii) A Waiver of Plat to divide the existing tax parcel into two lots
- iii) A Variance to allow an accessory structure on a lot without a principle structure

Mr. Link explained the applicant is proposing to re-subdivide his land into two parcels based on E-2 standards. He stated the northern lot would be 1.75 acres and the southern lot would be 1.88 acres. He noted an existing accessory structure would be on the northern parcel without a principle structure and the applicant's home would be on located on the southern parcel.

Mr. Link stated the rezoning would create a spot zoning situation that is inconsistent with the comprehensive plan. He explained the uses in the E-1 and E-2 districts are the same, and the spot zoning issue would be by map and not by use because the intent of the two districts are very similar.

Mr. Link stated the waiver of plat would create two lots that would meet the minimum lot size requirements in the E-2 district. He explained access to the property is achievable to the west and east via 90<sup>th</sup> Street, a private street. He noted the main access to the lot was designed to be from an easement on the west side of the property. He explained both segments of 90<sup>th</sup> Street do not meet minimum standards as defined by City Code for clear width and height for fire emergency. He stated emergency vehicle access is the main issue and the timing of the necessary improvements to 90<sup>th</sup> Street must be addressed. He suggested that the Council either require the clearing and widening now, or before a permit is issued for the lot. He noted Planning staff would not support the rezoning request because it would be a spot zoning that is contrary to the intent of the Comprehensive Plan, and the Planning Commission also recommended denial of the request on a 5-3 vote.

Jim Brown, 1186 90<sup>th</sup> Street, stated the he does not use the road to the west to access the property, and the road to the east is much larger and easier to travel on.

Mayor Tourville asked if the road to the east is compliant with the code requirements.

Mr. Link responded neither road meets the minimum standards set forth in the code.

Mayor Tourville commented that the applicant should only be responsible for making improvements to the segment of 90<sup>th</sup> Street that is in front of his property. He stated the driveways from the road have to be accessible for emergency vehicles.

Mr. Link clarified that the access issue pertains to the private roads (90<sup>th</sup> Street) used to access the property, not the driveway.

Mr. Kuntz clarified that condition number four of the resolution applies only to the private road on the west side of the property. He questioned if the condition should be changed to reflect improvements to the private road on the east side of the property. He requested that the applicant detail the route he uses to access the subject property.

Mr. Brown used a map to demonstrate the route he takes to access his property from the private road on the east side.

Councilmember Madden opined that the private road to the west of the property would not provide easy access and condition number four should apply to the private road to the east.

Mayor Tourville reiterated his opinion that the applicant should not be responsible for making improvements along the entire road. He stated if the road does not meet the minimum requirements all of the property owners should be notified that improvements need to be made to meet code specifications.

Mr. Link replied that the road has to meet code in order to approve the subdivision request.

Mr. Kuntz stated an easement over the entire road would allow the applicant the ability to make the necessary improvements.

Mr. Brown commented that a portion of the road already meets the minimum requirements.

Councilmember Grannis clarified that the same emergency vehicle access issue came up a couple of years ago when another land owner wanted to divide their property.

Mr. Link replied there was an application for a two lot subdivision a few years back for a lot south of the subject property. He explained the issue with that application was that 90<sup>th</sup> street did not meet code requirements and the applicant withdrew the application prior to any Council action.

Mr. Brown recalled that in the previous case the applicant did not have the easements needed to gain access to the road or to the property.

Mayor Tourville stated the City needs to take the necessary actions to bring the road up to code standards.

Councilmember Grannis stated he agrees with the recommendation of Planning staff and the Planning Commission.

Councilmember Piekarski Krech opined that she does not want additional septic systems.

Mr. Link stated condition number four could be changed to reflect that improvements would need to be made to the private road on the east side of the subject property. He clarified that the applicant would need to clear the vegetation in the easement before the waiver of plat could be recorded.

Councilmember Klein stated condition number four refers only to the private road on the east side of the subject property, not the entire road.

Mr. Link replied the intent of the condition is to bring the entire road into compliance.

Councilmember Piekarski Krech stated before a decision is made more research needs to be done to find out if an easement even exists for the private road to the east to allow for improvements to be made and if it does exist, what the width of the easement is.

Mr. Link stated the item could be tabled to allow staff more time to research the existence of an easement. He suggested the City Planner and the Fire Marshall could also determine what the obstructions are on

the private road to the east, and what improvements would need to be made to bring the road up to code.

Councilmember Madden agreed that the item should be tabled to determine if there is an easement. He asked that staff measure the width of the private road to the east of the subject property.

**Motion by Klein, second by Madden, to table requests to April 26, 2010**

**Ayes: 5**

**Nays: 0      Motion carried.**

The City Council took a five minute recess.

**B. WADE AND JESSICA SHORT;** Consider a Variance to eliminate screening of rooftop mechanical equipment on new commercial building for property located at 9332 Cahill Avenue

Mr. Link explained the City Council tabled this request on February 22<sup>nd</sup> to allow staff to review the applicant's concerns about other rooftop screening in the vicinity of the applicant's building. He stated the applicant's building is constructed and rooftop screening was a condition of approval for site development and the approved building plans showed the required rooftop screening.

Mr. Link stated other commercial buildings in the area were reviewed and staff found that rooftop screening was missed on the first couple of commercial buildings in the Arbor Pointe development. He explained since 2000, all other commercial buildings in the Arbor Pointe development have provide screening and staff makes reasonable attempts to make sure rooftop and ground mounted mechanical equipment is screened. He noted during the planning application review staff requires the applicant to submit 4-side architectural building elevation drawings to verify screening, but does not require the applicant to submit perspectives from all surrounding topographic elevations.

Mr. Link stated both Planning staff and the Planning Commission recommended denial of the request because the property does not have any special conditions that make it unique and the applicant is not being denied reasonable use of the property. He explained approving the variance could set a precedent for future developments and the requirement of rooftop screening.

Councilmember Klein asked if the applicant attempted to screen the rooftop equipment. He opined that a lack of screening would not adversely affect any of the neighbors.

Councilmember Madden noted the view from Highway 52 is a much higher elevation than the view from Cahill Avenue.

Mayor Tourville stated the problem is that the original building plans showed rooftop screening.

Councilmember Grannis stated there is no hardship to justify the variance.

Councilmember Piekarski Krech questioned how much screening is deemed aesthetically necessary. She stated a portion of mechanical units can be seen on most buildings and questioned what the intent of the screening requirement was.

Mr. Link replied that staff is trying to find a reasonable approach to the requirement while taking elevations into account.

Mayor Tourville opined it would be a challenge to come up with a hardship. He suggested that the applicant could paint the units the same color as the building to reduce visibility.

Councilmember Piekarski Krech suggested having staff negotiate a reasonable amount of screening with the applicant.

The City Council discussed concerns with setting a precedent.

Mayor Tourville directed Planning staff to meet with the applicant to see if a compromise could be reached on a reasonable amount of screening.

**Motion by Madden, second by Piekarski Krech, to table consideration of item to May 10, 2010**

**Ayes: 5**

**Nays: 0      Motion carried.**

**C. STEVE WATRUD;** Consider the following requests for property located at 10967 Clark Road

- i) First Reading of an Ordinance Amendment to allow impound lots in the I-2, General Industrial Zoning District
- ii) A Conditional Use Permit for an impound lot in the I-2 Zoning District

Mr. Link stated the request is for a zoning code amendment and a conditional use permit to operate an impound lot on an I-2 zoned property. He explained impound lots are conditionally allowed in the I-1 zoning districts and the request is to amend the Zoning Ordinance to conditionally allow such use in the I-2 district. He stated the main issue with the request is whether impound lots are an appropriate and desirable land use in the I-2 zoning district. He noted because the City currently allows impound lots in the I-1 zoning district, it seems reasonable to conditionally permit them in the I-2 zoning district with the same performance standards. He explained the proposed request meets the general Conditional Use Permit criteria relating to the Comprehensive Plan and Zoning consistency. He stated access to the site is not changing, the amount of traffic would not be out of the ordinary for an industrial area, and the site is already developed with no changes being proposed to the building or impervious surface on the property.

Mr. Link explained impound lots are also subject to five performance standards, the fourth of which relates to screening of the impound storage area from all abutting properties and the public right-of-way. He stated there is an existing chain link fence around the impound lot area that does not completely screen a portion of the impound lot from the street. He explained solid fence screening would be required along the entire north and east fence line of the impound storage area, as well as a portion of the south fence line. He stated the installation of mesh screening would be an option for the applicant. He noted Planning staff and the Planning Commission recommended approval of the requests with the conditions listed in the resolution.

Mr. Watrud stated the impound lot is a fenced area within a fenced area. He stated he would be fine with using mesh screening because it is a good product that lasts.

**Motion by Piekarski Krech, second by Grannis, to adopt Ordinance No. 1207 allowing impound lots in the I-2, General Industrial Zoning District and to forego three readings of the ordinance.**

**Ayes: 5**

**Nays: 0      Motion carried.**

**Motion by Piekarski Krech, second by Grannis, to adopt Resolution No. 10-50 approving a Conditional Use Permit for an impound lot in the I-2 Zoning District**

**Ayes: 5**

**Nays: 0      Motion carried.**

**D. CITY OF INVER GROVE HEIGHTS;** Consider Second Reading of an Ordinance Amendment to the Zoning Ordinance relating to maximum allowed impervious surface coverage in the single family residential zoning districts including A, E-1, E-2, R-1A, R-1B and R-1C

Mr. Hunting explained the Council discussed the first reading of the ordinance amendment on March 22<sup>nd</sup> and the primary points of discussion were focused on making sure that the proposed coverage limits would work in the older sections of the City with small lots. He stated Council requested Staff to prepare information that would show the lot breakdown category and provide actual examples of lot coverage in the City. He explained the first map was provided to show the locations of lots in each of the categories in the new ordinance. He noted lots larger than one acre were not shown because they reflect a very small number of the overall total number of single family lots. He stated the second and third maps provided a breakdown of lot sizes below 9,000 square feet in three different neighborhoods. He explained the information illustrates that the total number of lots 9,000 square feet in size or less (511) with 40%

coverage would not overburden a neighborhood or stormwater systems in those particular areas of the City. He reviewed the total number of lots in each of the lot coverage categories and noted that the largest portions of lots in the City range from 9,000 to 15,000 square feet. He showed aerial photos of lots in the South Grove neighborhoods and discussed the allowed and existing coverage in each photo to illustrate what the properties would look like on the ground. He explained that the proposed regulations would allow property owners the flexibility and the opportunity to do a variety of things.

Mayor Tourville commented on several variance requests that were tabled in order to wait for the new coverage requirements to be developed and asked if a variance would still be needed in those instances if the proposed changes were adopted.

Mr. Hunting replied one of the requests would still require a conditional use permit.

Councilmember Grannis stated he would support a 30% maximum for the two lowest ranges of lot sizes. He opined that a putting 40% coverage on lots of that size is cramming too much onto the property.

Mayor Tourville commented that the reason for the increase to 40% is that property owners with lots in the two lowest ranges feel they are limited.

Councilmember Grannis stated his reasoning is based on the aesthetics of the property, not the surface water issue. He opined that neighbors may not want to look at a smaller property that has 40% coverage.

Councilmember Madden also expressed concerns with allowing 40% coverage on small lots.

Councilmember Grannis suggested allowing 30% coverage on lots that are 12,500 square feet with an additional 5% allowed if a conditional use permit is obtained.

Mayor Tourville stated the number of lots in the two smallest categories is very small. He opined that staff was asked to study the impervious surface coverage and the effect on the stormwater systems, not the aesthetic values of the property.

Councilmember Piekarski Krech questioned how many of the lots that are 9,000 square feet or less have 40% coverage. She clarified that there would not be any additional lots built in the City that would be less than 9,000 square feet.

Mr. Hunting replied that the smaller lots are older and may have more coverage because they existed prior to the regulations.

Councilmember Piekarski Krech suggested having this information tie into a future stormwater utility.

**Motion by Klein, second by Tourville, to approve the second reading of an ordinance amendment to the Zoning Ordinance relating to maximum allowed impervious surface coverage in the single family residential zoning districts including A, E-1, E-2, R-1A, R-1B and R-1C**

**Ayes: 3**

**Nays: 2 (Grannis, Madden) Motion carried.**

**E. CITY OF INVER GROVE HEIGHTS;** Consider Resolution Adopting the Inver Grove Heights Comprehensive Plan and the Tier II Comprehensive Sanitary Sewer Plan

Mr. Link stated the Metropolitan Council approved the Comprehensive Plan on February 24, 2010 and the City can now formally adopt the plan and put it into effect. He explained the Metropolitan Council also requires that the City Council adopt a Tier II Comprehensive Sewer Plan, which is the sanitary sewer chapter of the Comprehensive Plan.

Loren Scherff, 1320 105<sup>th</sup> Street East, stated he still has concerns with the language regarding the possible future expansion of Rich Valley Park. He discussed safety concerns associated with the expansion and opined that a park should not be designed so people would have to cross a road to use the park.

Mr. Link explained the Scherff property is no longer shown as park property on the map. He noted the text references the City's acknowledgement that, at some point in time, Rich Valley Park may need to be expanded.

Mr. Lynch noted that this is a 20 year plan and the text reference does not indicate any expansion will occur.

Councilmember Madden stated he sees no reason why that language cannot be removed.

**Motion by Klein, second by Madden, to approve Resolution No. 10-51 adopting the Inver Grove Heights Comprehensive Plan with the language regarding the future expansion of the parks system removed and Resolution No. 10-52 adopting the Tier II Comprehensive Sanitary Sewer Plan**  
**Ayes: 4**

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

#### **ADMINISTRATION:**

**F. CITY OF INVER GROVE HEIGHTS;** Consider the following actions related to City Project No. 2008-18, Public Safety Addition/City Hall Renovation:

- i) Change Order No. 7
- ii) Approve Equipment Purchase for Public Safety Addition
- iii) Approve Purchase & Installation of Tracks for Future Mobile Shelving Units

Ms. Teppen stated this change order is for specialized lockers for the Police. She explained during the planning of the project staff sent the architects the specifications for the lockers that were chosen and the architects neglected to add the desired specifications to the documents and instead specified lockers that would normally be used in a park and rec environment. She noted the lockers for the Police are higher grade, more durable, and have additional compartments for all the equipment used by Police officers. She stated the total cost of the change order is \$31,057.

Councilmember Grannis asked how much cheaper the lockers would have been had the correct specifications been included in the original plans.

Ms. Teppen replied the lockers would not have been any less expensive.

Councilmember Klein asked why the other two vendors were so much more expensive. He stated he does not want to sacrifice quality or durability for something that will need to be replaced after a couple of years.

Ted Redmond, BKV Group, stated the quality level of the lockers from all three vendors is consistent. He indicated the price difference reflects the manner in which the lockers are assembled. He explained the recommended vendor assembles the lockers on-site and it is cheaper to ship unassembled lockers.

Mr. Lynch commented that the architect is aware of the frustrations the City has regarding items that were left out of the original plans and staff will work to resolve those issues through negotiation with the architect.

**Motion by Klein, second by Grannis, to approve Change Order No. 7 in the amount of \$31,057 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation**

**Ayes: 5**

**Nays: 0 Motion carried.**

Ms. Teppen explained there are several pieces of specialized equipment that are outside the contract with Shaw Lundquist. She stated the equipment is specialized Police evidence storage and processing equipment. She noted the Police Department has researched the equipment, finding the vendors and the best value. She stated the total cost of the equipment is \$22,228 and the funds for the equipment come from the internal sources the Council previously discussed.

Councilmember Piekarski Krech asked if the Police Department currently has this kind of equipment.

Ms. Teppen responded in the negative.

Councilmember Madden asked if we currently have personnel trained to use the equipment that is being purchased.

Ms. Teppen responded the Police Department does currently have staff trained to use the equipment. She explained the tasks are currently outsourced because staff does not have the equipment necessary to perform the work.

**Motion by Klein, second by Madden, to approve purchase of Police evidence storage and processing equipment for the Public Safety Addition in the amount of \$22,228**

**Ayes: 5**

**Nays: 0      Motion carried.**

Ms. Teppen stated the Council previously approved high density storage systems for both the records room and the evidence storage area. She explained the building was designed for two units in the evidence storage area based on anticipated growth and the General Contractor has cut the channels in the floor for the second unit. She stated the provider of the tracks and units has advised that it would be worthwhile to install the tracks now to avoid a raised surface between the units. She noted the cost of the materials and labor for the installation of the track is \$1,012.65.

Councilmember Piekarski Krech stated she wants to make sure a compatible storage unit would be available in the future. She suggested that the channels could be covered until the City needs to buy the second unit.

Mayor Tourville commented the tracks may be universal.

Councilmember Klein suggested installing both units now.

Councilmember Grannis agreed that it makes sense to install both storage units now and asked staff to provide the Council with a cost for an additional storage unit.

**Motion by Grannis, second by Klein, to approve the Purchase & Installation of Tracks for Future Mobile Shelving Units and to direct staff to provide a quote for the purchase of one mobile shelving unit.**

**Ayes: 4**

**Nays: 1 (Piekarski Krech)      Motion carried.**

**G. CITY OF INVER GROVE HEIGHTS;** Consider First Reading of an Ordinance Amending Title 1, Chapter 7, of the City Code relating to Elections

Mr. Kuntz stated the ordinance is being amended to make it consistent with State statute.

Councilmember Piekarski Krech asked if three readings are necessary if the changes reflect changes in State statutes.

Mr. Kuntz responded no changes were anticipated for the two subsequent readings.

**Motion by Klein, second by Piekarski Krech, to adopt Ordinance No. 1208 amending Title 1, Chapter 7, of the City Code relating to Elections and to forego three readings of the ordinance**

**Ayes: 5**

**Nays: 0      Motion carried.**

**H. CITY OF INVER GROVE HEIGHTS;** Consider Second Reading of an Ordinance Amending Title 5, Chapter 4, of the City Code relating to Animal Control

Ms. Teppen stated in response to the discussion at the March 22, 2010 City Council staff made several

revisions to the ordinance. She explained the “at large” definition was revised to permit the use of a “commercially manufactured retractable leash”, requirements for rabies vaccination of cats and ferrets were included, a provision was added for a prorated dog license fee for owners who acquire a new dog during the middle of a license term, the two year dog license and kennel license periods were revised to follow current practices, the accommodation of service or working dogs was added with respect to the at large/under restraint provisions, a provision was added requiring an impoundment notice be posted at the Police Department in addition to City Hall, the requirement to obtain neighbors’ consent for a kennel license was removed, and a prohibition was added regarding the selling or giving of any abandoned, unredeemable animals to research institutions.

Councilmember Piekarski Krech suggested that a notice requirement be added for neighbors within a certain radius of a property that has made application for a kennel license.

Amy Hunting, 2645 96<sup>th</sup> Street East, asked that a timeframe of within 24 hours be added under letter c of Section 5-4-5: Seizure and Impoundment of Animals. She suggested that the notice also be required to be posted for a period of 7 days. She stated she would like the language “adult person” added to letter h of Section 5-4-5: Seizure and Impoundment of Animals. She requested that language be added that requires a Police officer to actually observing a nuisance, such as continuous barking, prior to a citation be issued.

Ms. Teppen noted the Police follow that practice as a matter of course.

**Motion by Klein, second by Madden, approve the second reading of an ordinance amending Title 5, Chapter 4, of the City Code relating to Animal Control with the changes as noted**

**Ayes: 5**

**Nays: 0      Motion carried.**

**I. CITY OF INVER GROVE HEIGHTS;** Consider Resolution Approving Purchase Agreement with David D. Lethert and Margaret P. Lethert for property located at 8485 Courthouse Boulevard

Mr. Lynch stated at Council’s direction the City negotiated a purchase agreement with the Letherts for the purchase of their home at 8485 Courthouse Boulevard. He stated several issues were discovered, including a non-compliant septic system and an additional lot obtained by the property owner, after the purchase price had been agreed upon. He explained more discussions would need to take place with the property owner to resolve the issues if the Council intends to move forward with the purchase.

Mr. Kuntz explained the Lethert property consists of two tax parcels, the second of which was created as Outlot B, Orchard Trail and was subsequently transferred by the developer of Orchard Trail to Lethert. He stated Outlot B, Orchard Trail would need to be conveyed to the City via Quit Claim Deed because it still has a \$5 million mortgage on it as part of the financing of Orchard Trail by the developer. He noted since the un-built properties in Orchard Trail are in foreclosure and litigation, it is not expected that the City would have clear title to Outlot B. He explained because the only purpose of Outlot B was to accommodate the encroachment of a shed owned by Mr. Lethert and because the shed is going to be removed, the lack of clear title is not viewed as an impediment to closing the transaction.

Mr. Lynch addressed the non-compliant septic system and stated the system would need to be replaced, refilled, or removed within a 10-month period.

Councilmember Grannis referred to the Planning Commission minutes and asked for clarification regarding the vote required to approve the purchase of the property.

Mr. Kuntz replied statute provides that the Planning Commission shall review the acquisition of property to determine compliance with the City’s Comprehensive Plan. He stated the Council could have bypassed by the Planning Commission review with a 4/5 vote. He noted the Council chose to have the acquisition reviewed by the Planning Commission and therefore the acquisition requires a simple majority vote.

Councilmember Grannis asked if a determination had been made regarding the location of the trail.

Mr. Link replied no definitive decision has been made.

Councilmember Grannis questioned if the trail would require more than the existing right-of-way.

Mr. Link responded the current right-of-way is approximately 80 feet.

Mayor Tourville stated there is a drop off from the property to the right-of-way and the topography is not flat.

Councilmember Klein stated Mr. Lethert would also be impacted by the increased truck traffic because the entrance to the development is directly across from his property.

Councilmember Grannis stated there is also an exit from the development further to the west. He stated if the City is going to buy the Lethert property because of the impact of the development they should buy the homes located near the exit to the west as well. He expressed concerns regarding establishment of a precedent.

David Lethert, 8485 Courthouse Boulevard, stated his bedroom window is 60 feet from the center line of the road. He indicated the people that live down the street near the exit of the development are a minimum of 100-150 feet from the center line of the road. He noted the environmental conditions indicate there should be 100 feet separation from the property to the center line of the road. He commented that his property is the most affected by the development because he has both health and safety concerns regarding the increased truck traffic.

Councilmember Madden suggested that the purchase of the property could be revisited at another time. He stated no development is occurring at this time and he does not see a reason why the City needs to purchase the property now. He commented that the money could be better spent elsewhere.

Councilmember Klein asked how long the appraisal is good for.

Mr. Kuntz replied one year.

Mr. Lethert stated he put a down payment on a townhouse based on previous discussions with the City. Councilmember Grannis asked what actions the Council took to cause him to put a down payment on the townhouse.

Mr. Lethert stated the Council provided direction to negotiate regarding the purchase during an Executive Session.

**Motion by Klein, second by Tourville, to adopt Resolution approving purchase agreement with David D. Lethert and Margaret P. Lethert for property located at 8485 Courthouse Boulevard**

Mayor Tourville stated he sees the purchase of the property as an opportunity to address the safety concerns associated with the increased vehicular traffic along Courthouse Boulevard Court.

Councilmember Piekarski Krech discussed setting a precedent and stated there needs to be more of a public interest or purpose associated with the transaction and does not feel it would be prudent to purchase the property at this time because no development is happening.

Councilmember Grannis opined that citizens would be outraged to spend this amount of money to potentially put in a trail.

**Ayes: 2 (Klein, Tourville)**

**Nays: 3 (Grannis, Madden, Piekarski Krech) Motion failed.**

**PUBLIC WORKS:**

**J. CITY OF INVER GROVE HEIGHTS;** Consider Resolution Approving Agreement between the City of Inver Grove Heights and The Oaks Home Owners Association relating to the Installation of Public Watermain

Mr. Kuntz explained the agreement provides that the Oaks Association will pay the City up to \$151,800 to convert many of the three-inch diameter private watermains to six-inch diameter public watermains with hydrant leads. He stated because of the lack of accessibility and unaffordability, not all of the three-inch lines will be converted. He explained the substituted six-inch lines would be maintained by the City. He reviewed the salient terms of the agreement.

**Motion by Klein, second by Madden, to adopt Resolution No. 10-53 approving agreement between the City of Inver Grove Heights and The Oaks Home Owners Association relating to the Installation of Public Watermain**

**Ayes: 5**

**Nays: 0      Motion carried.**

**8. MAYOR & COUNCIL COMMENTS:**

Mayor Tourville reminded citizens to complete and return their census information.

Mayor Tourville stated applications for commission appointments need to be turned in by May 7<sup>th</sup>.

**9. ADJOURN:** Motion by Grannis, second by Madden, to adjourn. The meeting was adjourned by a unanimous vote at 11:50 p.m.

DRAFT

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Meeting Date: April 26, 2010  
 Item Type: Consent  
 Contact: Cathy Shea 651-450-2521  
 Prepared by: Cathy Shea Asst. Finance Director  
 Reviewed by: N/A

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

**PURPOSE/ACTION REQUESTED**

Approve the attached resolution approving disbursements for the period of April 8, 2010 to April 21, 2010.

**SUMMARY**

Shown below is a listing of the disbursements for the various funds for the period ending April 21, 2010. The detail of these disbursements is attached to this memo.

General & Special Reveune	\$274,524.24
Debt Service & Capital Projects	1,067,680.26
Enterprise & Internal Service	212,178.50
Escrows	<u>7,777.16</u>
Grand Total for All Funds	<u><u>\$1,562,160.16</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 April 8, 2010 to April 21, 2010 and the listing of disbursements requested for approval.

**DAKOTA COUNTY, MINNESOTA**

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

**RESOLUTION APPROVING DISBURSEMENTS FOR THE  
PERIOD ENDING APRIL 21, 2010**

**WHEREAS**, a list of disbursements for the period ending April 21, 2010 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	\$ 274,524.24
Debt Service & Capital Projects	1,067,680.26
Enterprise & Internal Service	212,178.50
Escrow	<u>7,777.16</u>
Grand Total for All Funds	<u>\$ 1,562,160.16</u>

Adopted by the City Council of Inver Grove Heights this 26th day of April, 2010.

Ayes:

Nays:

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

ATTEST:

\_\_\_\_\_  
Melissa Rheume, Deputy City Clerk

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/14/2010	99647	ACE PAINT & HARDWARE	501874	101-6000-451.40-40		4/2010	3.73
			501890	101-6000-451.60-16		4/2010	14.17
			501956	101-6000-451.60-16		4/2010	52.34
			501957	101-6000-451.60-16		4/2010	18.16
			502021	101-4200-423.40-42		4/2010	17.06
						* Total	69.14
04/14/2010	99651	BEACON ATHLETICS	0401505	101-6000-451.60-65		4/2010	194.35
						* Total	194.35
04/14/2010	99652	CARQUEST OF ROSEMOUNT	1596122149	101-6000-451.60-16		4/2010	20.63
						* Total	20.63
04/14/2010	99657	CULLIGAN	acct 157984591006	101-4200-423.60-65		4/2010	5.30
						* Total	5.30
04/14/2010	99658	CULLIGAN	acct 157984591188	101-4200-423.60-65		4/2010	35.25
						* Total	35.25
04/14/2010	99660	DAKOTA ELECTRIC ASSN	acct2501658	101-6000-451.40-20		4/2010	54.46
						* Total	54.46
04/14/2010	99661	DAKOTA ELECTRIC ASSN	acct 3935632	101-6000-451.40-20		4/2010	119.08
						* Total	119.08
04/14/2010	99662	DAKOTA ELECTRIC ASSN	acct 2468379	101-6000-451.40-20		4/2010	364.23
						* Total	364.23
04/14/2010	99663	DAKOTA ELECTRIC ASSN	acct 4430542	101-6000-451.40-20		4/2010	10.03
						* Total	10.03
04/14/2010	99666	DREHER, MARLO	meals - fire school	101-4200-423.50-75		4/2010	28.50
						* Total	28.50
04/14/2010	99668	ENVIRONMENTAL SYSTEMS R	92142758	101-5100-442.60-45		4/2010	5,100.00
						* Total	5,100.00
04/14/2010	99672	FIRE EQUIPMENT SPECIALT	6548	101-4200-423.60-40		4/2010	779.71
			6557	101-4200-423.60-40		4/2010	436.64
						* Total	1,216.35
04/14/2010	99674	G & K SERVICES	acct 7494701	101-5200-443.60-45		4/2010	17.79
			acct 7494701	101-6000-451.60-45		4/2010	24.85
						* Total	42.64
04/14/2010	99676	GOODIN COMPANY	02801415	101-6000-451.40-40		4/2010	3.18
			0280141501	101-6000-451.40-40		4/2010	28.65
						* Total	31.83
04/14/2010	99677	GOPHER	8064537	101-6000-451.60-65		4/2010	270.27
			8065770	101-6000-451.60-65		4/2010	784.39
						* Total	1,054.66

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/14/2010	99679	GRAINGER	9197046015	101-6000-451.40-40		4/2010	155.11
			9215175515	101-5200-443.60-16		4/2010	37.23
			9220341839	101-4200-423.40-40		4/2010	126.10
			9220453113	101-4200-423.40-42		4/2010	342.91
						* Total	661.35
04/14/2010	99682	HD SUPPLY WATERWORKS LT	1073267	101-5200-443.40-47		4/2010	446.25
						* Total	446.25
04/14/2010	99683	HEALTH PARTNERS	may 2010	101-0000-203.07-00		4/2010	89,647.75
			may 2010	101-0000-203.08-00		4/2010	6,637.27
						* Total	96,285.02
04/14/2010	99684	HEALTH PARTNERS	may 2010	101-0000-203.07-00		4/2010	1,647.14
			may 2010	101-0000-203.08-00		4/2010	274.03
						* Total	1,921.17
04/14/2010	99686	HOME DEPOT CREDIT SERVI	acct 6035322502061959	101-6000-451.40-40		4/2010	666.25
						* Total	666.25
04/14/2010	99689	ICC RESTORATION & CLEAN	38874	101-6000-451.60-66		4/2010	1,045.50
						* Total	1,045.50
04/14/2010	99696	JRK SEED & TURF SUPPLY	21574	101-6000-451.60-16		4/2010	855.00
						* Total	855.00
04/14/2010	99698	KIMBALL MIDWEST	1425874	101-6000-451.60-16		4/2010	206.61
						* Total	206.61
04/14/2010	99701	LEXISNEXIS	136963520100331	101-4000-421.50-20		4/2010	30.00
						* Total	30.00
04/14/2010	99706	METRO ATHLETIC SUPPLY	122026	101-6000-451.60-65		4/2010	1,503.73
						* Total	1,503.73
04/14/2010	99707	METROPOLITAN COUNCIL EN	MARCH 2010	101-0000-341.40-00		4/2010	315.00-
						* Total	315.00-
04/14/2010	99708	MIKE'S SHOE REPAIR, INC	04012010	101-4200-423.30-70		4/2010	39.95
			4072010	101-4200-423.30-70		4/2010	29.95
						* Total	69.90
04/14/2010	99709	MINNEAPOLIS OXYGEN CO.	acct 113504	101-4200-423.40-42		4/2010	107.80
			RI01100437	101-4200-423.40-42		4/2010	13.25
			RI02100432	101-4200-423.40-42		4/2010	11.97
			RI03100435	101-4200-423.40-42		4/2010	13.25
			RI110940448	101-4200-423.40-42		4/2010	12.82
			RI12090449	101-4200-423.40-42		4/2010	13.25
			UC0001031	101-4200-423.40-42		4/2010	51.55-
						* Total	120.79
04/14/2010	99710	ML RICE LEADERSHIP CONS	MARCH 2010	101-1100-413.50-80		4/2010	350.00
						* Total	350.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/14/2010	99711	MN GLOVE & SAFETY, INC.	237631 239607	101-6000-451.60-45 101-6000-451.60-45		4/2010 4/2010 * Total	459.76 147.49 607.25
04/14/2010	99712	MN PIPE & EQUIPMENT	249877	101-6000-451.60-40		4/2010 * Total	1,044.81 1,044.81
04/14/2010	99713	MN SOCIETY OF CPA'S	ELPG-Ann Lanoue	101-2000-415.50-80		4/2010 * Total	498.00 498.00
04/14/2010	99718	NORTHWEST LASERS, INC.	SI00045436 SI00045465	101-6000-451.60-16 101-6000-451.60-16		4/2010 4/2010 * Total	243.68 41.15 284.83
04/14/2010	99724	OPTUMHEALTH FINANCIAL S	JANUARY JANUARY JANUARY JANUARY JANUARY JANUARY JANUARY JANUARY JANUARY JANUARY	101-1100-413.30-55 101-2000-415.30-55 101-3000-419.30-55 101-3200-419.30-55 101-3300-419.30-55 101-4000-421.30-55 101-5000-441.30-55 101-5100-442.30-55 101-6000-451.30-55		4/2010 4/2010 4/2010 4/2010 4/2010 4/2010 4/2010 4/2010 4/2010 4/2010 * Total	13.30 28.70 8.30 4.15 16.45 68.30 5.65 31.25 5.03 181.13
04/14/2010	99726	OPTUMHEALTH FINANCIAL S	FEBRUARY FEBRUARY FEBRUARY FEBRUARY FEBRUARY FEBRUARY FEBRUARY FEBRUARY FEBRUARY FEBRUARY	101-1100-413.30-55 101-2000-415.30-55 101-3000-419.30-55 101-3200-419.30-55 101-3300-419.30-55 101-4000-421.30-55 101-5000-441.30-55 101-5100-442.30-55 101-6000-451.30-55		4/2010 4/2010 4/2010 4/2010 4/2010 4/2010 4/2010 4/2010 4/2010 4/2010 * Total	13.30 28.70 8.30 4.15 16.45 57.00 5.65 31.25 5.03 169.83
04/14/2010	99729	OPTUMHEALTH FINANCIAL S	MARCH 2010 MARCH 2010 march 2010 march 2010 MARCH 2010 MARCH 2010 MARCH 2010 MARCH 2010 MARCH 2010 MARCH 2010	101-1100-413.30-55 101-2000-415.30-55 101-3000-419.30-55 101-3200-419.30-55 101-3300-419.30-55 101-4000-421.30-55 101-5000-441.30-55 101-5100-442.30-55 101-6000-451.30-55		4/2010 4/2010 4/2010 4/2010 4/2010 4/2010 4/2010 4/2010 4/2010 4/2010 * Total	14.50 30.47 8.30 4.15 17.05 52.30 6.25 34.25 5.23 172.50
04/14/2010	99730	PETTY CASH	mngfoa luncheon bldg official meeting	101-2000-415.50-75 101-3300-419.50-80		4/2010 4/2010 * Total	40.00 40.00 80.00
04/14/2010	99731	PETTY CASH	rabies clinic	101-0000-101.04-00		4/2010 * Total	300.00 300.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/14/2010	99734	PX PRODUCTS CO	5139	101-6000-451.60-11		4/2010	340.23
						* Total	340.23
04/14/2010	99735	QWEST	acct 6515520672	101-6000-451.50-20		4/2010	41.51
						* Total	41.51
04/14/2010	99736	QWEST	acct 6514530219	101-6000-451.50-20		4/2010	41.51
						* Total	41.51
04/14/2010	99740	RESCUEPAX, LLC	45	101-4200-423.60-40		4/2010	490.00
			45	101-4200-423.60-65		4/2010	2,667.00
						* Total	3,157.00
04/14/2010	99746	SHERWIN-WILLIAMS	7108-9	101-6000-451.40-40		4/2010	354.97
						* Total	354.97
04/14/2010	99753	TIMESAVER OFF SITE SECR	MARC 22	101-1100-413.30-70		4/2010	315.00
						* Total	315.00
04/14/2010	99755	ULTRA-CHEM, INC.	985815	101-6000-451.60-11		4/2010	184.36
						* Total	184.36
04/14/2010	99757	US POSTMASTER	ADMIN	101-1100-413.50-25		4/2010	2,015.50
						* Total	2,015.50
04/14/2010	99758	USA MOBILITY WIRELESS I	acct 03174091	101-4000-421.50-20		4/2010	26.62
						* Total	26.62
04/14/2010	99761	WEBBER RECREATIONAL DES	126	101-6000-451.60-65		4/2010	2,259.07
						* Total	2,259.07
04/14/2010	99765	XCEL ENERGY	acct 5188494737	101-5400-445.40-20		4/2010	83.65
						* Total	83.65
04/14/2010	99766	YUCKOS INC	6515	101-6000-451.60-65		4/2010	1,079.80
						* Total	1,079.80
04/16/2010	99771	MUNICI-PALS	spring workshop	101-4000-421.50-80		4/2010	300.00
						* Total	300.00
04/21/2010	99772	ACE PAINT & HARDWARE	501558	101-4200-423.60-40		4/2010	16.01
			501655	101-6000-451.40-40		4/2010	36.84
			501656	101-6000-451.40-40		4/2010	3.73
			501659	101-6000-451.40-40		4/2010	22.95
			502076	101-4200-423.40-40		4/2010	3.52
			502086	101-5200-443.60-16		4/2010	44.31
						* Total	127.36
04/21/2010	99773	ADVANCED GRAPHIX, INC.	181187	101-4200-423.50-30		4/2010	39.15
						* Total	39.15
04/21/2010	99774	AFSCME COUNCIL 5	4/3 - 4/16	101-0000-203.10-00		4/2010	820.89
						* Total	820.89

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/21/2010	99775	AMERICAN PLANNING ASSOC	member; thomas link	101-3000-419.50-70		4/2010	85.00
						* Total	85.00
04/21/2010	99776	APMP OF MINNESOTA	MEMBER; JENELLE TEPPEN	101-1100-413.50-70		4/2010	30.00
						* Total	30.00
04/21/2010	99778	BENNING, JEFF	EXPENSE REPORT	101-4000-421.60-45		4/2010	429.63
						* Total	429.63
04/21/2010	99786	DAKOTA CTY PROPERTY REC	december 2009	101-2000-415.30-70		4/2010	4.72
			december 2009	101-4000-421.30-70		4/2010	6.32
			december 2009	101-5100-442.30-70		4/2010	34.24
						* Total	45.28
04/21/2010	99787	DAKOTA CTY PROPERTY REC	MAINTENANCE ACCUVOTES	101-1200-414.40-44		4/2010	3,250.00
						* Total	3,250.00
04/21/2010	99788	DAKOTA ELECTRIC ASSN	ACCT 1093947	101-5400-445.40-20		4/2010	1,034.86
						* Total	1,034.86
04/21/2010	99789	DANNER LANDSCAPING	7142	101-5200-443.60-16		4/2010	23.51
						* Total	23.51
04/21/2010	99800	HAHN, NICHOLAS	pictures/soil auger	101-5100-442.60-65		4/2010	61.82
						* Total	61.82
04/21/2010	99801	HILDI INC	2683	101-2000-415.30-70		4/2010	2,700.00
						* Total	2,700.00
04/21/2010	99802	HOISINGTON KOEGLER GROU	00704711	101-3200-419.30-60		4/2010	452.50
			00704712	101-3200-419.30-60		4/2010	1,257.50
						* Total	1,710.00
04/21/2010	99803	HOME DEPOT CREDIT SERVI	acct 6035322502554813	101-2000-415.30-70		4/2010	106.08
						* Total	106.08
04/21/2010	99807	HSBC BUSINESS SOLUTIONS	ACCT 7003705700116581	101-5200-443.60-16		4/2010	42.74
			ACCT 7003705700116581	101-5200-443.60-45		4/2010	177.14
						* Total	219.88
04/21/2010	99808	INVER GROVE HEIGHTS ANI	rabies clinic	101-0000-365.00-00		4/2010	1,080.00
						* Total	1,080.00
04/21/2010	99809	JEFFERSON FIRE & SAFETY	acct 6035322502554813	101-4200-423.60-40		4/2010	3,307.50
						* Total	3,307.50
04/21/2010	99813	LANGUAGE LINE SERVICES	ACCT 9020909043	101-4000-421.50-20		4/2010	28.03
						* Total	28.03
04/21/2010	99815	LEVANDER, GILLEN & MILL	Client 92000E	101-4000-421.30-41		4/2010	17,247.18
						* Total	17,247.18
04/21/2010	99817	LEVANDER, GILLEN & MILL	CLIENT 81000E	101-1000-413.30-40		4/2010	240.00

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04/21/2010	99817	LEVANDER, GILLEN & MILL	CLIENT 81000E	101-1000-413.30-42		4/2010	15,695.20
			CLIENT 81000E	101-3200-419.30-42		4/2010	1,775.20
			CLIENT 81000E	101-3300-419.30-42		4/2010	180.80
			CLIENT 81000E	101-4000-421.30-42		4/2010	218.00
			CLIENT 81000E	101-4200-423.30-42		4/2010	72.00
			CLIENT 81000E	101-5000-441.30-42		4/2010	2,468.49
			CLIENT 81000E	101-6000-451.30-42		4/2010	228.49
						* Total	20,878.18
04/21/2010	99818	LILLIE SUBURBAN NEWSPAP	NTC KHOURYS	101-1100-413.50-25		4/2010	13.13
			NTE ALDI FOODS	101-1100-413.50-25		4/2010	10.50
			NTE WALKER	101-1100-413.50-25		4/2010	13.13
			ORDINANCE 1206	101-1100-413.50-25		4/2010	401.63
						* Total	438.39
04/21/2010	99819	LOWE'S	acct 82131240199518	101-6000-451.60-40		4/2010	283.78
						* Total	283.78
04/21/2010	99821	MENDOTA HEIGHTS FIRE RE	3	101-4200-423.60-06		4/2010	150.00
						* Total	150.00
04/21/2010	99824	MINNEAPOLIS OXYGEN CO.	RI03100434	101-4200-423.40-42		4/2010	6.84
						* Total	6.84
04/21/2010	99826	MNFIAM BOOK SALES	951	101-4200-423.60-18		4/2010	1,180.97
						* Total	1,180.97
04/21/2010	99827	MOORE MEDICAL LLC	81257390	101-4200-423.60-65		4/2010	440.55
						* Total	440.55
04/21/2010	99828	NATURE CALLS, INC.	14403	101-6000-451.40-65		4/2010	312.19
						* Total	312.19
04/21/2010	99829	OLUND, JIM	training-meals	101-4200-423.50-75		4/2010	397.37
						* Total	397.37
04/21/2010	99837	QWEST	acct 6515520672	101-6000-451.50-20		4/2010	41.60
						* Total	41.60
04/21/2010	99838	QWEST	acct 6514530219	101-6000-451.50-20		4/2010	41.60
						* Total	41.60
04/21/2010	99839	QWEST	acct 6514577671	101-6000-451.50-20		4/2010	41.51
						* Total	41.51
04/21/2010	99840	QWEST	acct 6514577674	101-6000-451.50-20		4/2010	41.51
						* Total	41.51
04/21/2010	99841	RIVER HEIGHTS CHAMBER O	28091	101-3000-419.50-80		4/2010	40.00
						* Total	40.00
04/21/2010	99847	SOUTH METRO PUBLIC SAFE	8361	101-4000-421.50-80		4/2010	399.00
						* Total	399.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/21/2010	99848	SPEL, JEAN & ROBERT	not needed	101-0000-207.01-00		4/2010	.50
			not needed	101-0000-322.10-00		4/2010	48.75
			not needed	101-0000-322.15-00		4/2010	47.94
						* Total	97.19
04/21/2010	99855	TURFWERKS	TE000875	101-6000-451.60-40		4/2010	4,360.50
						* Total	4,360.50
04/21/2010	99856	UNITED PARCEL SERVICE	acct v4650v	101-6000-451.50-35		4/2010	1.80
						* Total	1.80
04/21/2010	99857	UNITED WAY	4/3 - 4/16	101-0000-203.13-00		4/2010	178.00
						* Total	178.00
04/21/2010	99858	VERIZON WIRELESS	acct 580565481	101-5100-442.50-20		4/2010	258.28
						* Total	258.28
04/21/2010	99859	WESTCO ENVIRONMENTAL SE	20931	101-5200-443.40-47		4/2010	8,471.01
						* Total	8,471.01
04/21/2010	99860	XCEL ENERGY	acct 5164318574	101-4200-423.40-10		4/2010	1,548.60
			acct 5164318574	101-4200-423.40-20		4/2010	996.19
						* Total	2,544.79
04/21/2010	99861	XCEL ENERGY	acct 5164351291	101-5400-445.40-20		4/2010	122.40
						* Total	122.40
04/21/2010	99864	ZIEGLER INC	H6765301	101-5200-443.40-47		4/2010	3,120.75
						* Total	3,120.75
				94 Checks	** Fund Total		201,924.97
04/14/2010	99741	RIVER HEIGHTS CHAMBER O	28130	201-1600-465.30-70		4/2010	1,592.50
			28130	201-1600-465.40-65		4/2010	200.00
						* Total	1,792.50
				1 Checks	** Fund Total		1,792.50
04/14/2010	99707	METROPOLITAN COUNCIL EN	MARCH 2010	404-0000-217.00-00		4/2010	31,500.00
						* Total	31,500.00
				1 Checks	** Fund Total		31,500.00
04/14/2010	99667	EHLERS AND ASSOCIATES,	2009 CAPITAL IP	408-5900-708.30-15		4/2010	5,087.50
						* Total	5,087.50
				1 Checks	** Fund Total		5,087.50
04/21/2010	99817	LEVANDER, GILLEN & MILL	CLIENT 81000E	423-5903-723.30-42	0303	4/2010	1,042.94
						* Total	1,042.94
				1 Checks	** Fund Total		1,042.94

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04/21/2010	99817	LEVANDER, GILLEN & MILL	CLIENT 81000E	425-5922-725.30-42	0522	4/2010	985.50
						* Total	985.50
				1 Checks	** Fund Total		985.50
04/21/2010	99802	HOISINGTON KOEGLER GROU	00704711	427-5920-727.30-60	0720	4/2010	824.00
			00704712	427-5920-727.30-60	0720	4/2010	221.00
						* Total	1,045.00
				1 Checks	** Fund Total		1,045.00
04/09/2010	99646	SHAW-LUNDQUIST ASSOCIAT	city hall/addition	428-5918-728.80-20	0818	4/2010	966,807.40
						* Total	966,807.40
04/21/2010	99780	BKV GROUP, INC.	27004	428-5918-728.30-20	0818	4/2010	19,107.62
			27005	428-5918-728.30-20	0818	4/2010	1,470.00
						* Total	20,577.62
04/21/2010	99820	MCGHIE BETTS, INC	19605	428-5918-728.70-60	0818	4/2010	1,073.00
			19609	428-5918-728.70-60	0818	4/2010	532.50
						* Total	1,605.50
04/21/2010	99852	TAB PRODUCTS CO. LLC	1900581	428-5918-728.80-50	0818	4/2010	16,991.52
						* Total	16,991.52
				4 Checks	** Fund Total		1,005,982.04
04/21/2010	99781	BONESTROO, ROSENE, ANDE	177364	429-5929-729.30-30	0929	4/2010	2,058.66
						* Total	2,058.66
04/21/2010	99817	LEVANDER, GILLEN & MILL	CLIENT 81000E	429-5929-729.30-42	0929	4/2010	36.90
						* Total	36.90
04/21/2010	99846	SHORT ELLIOTT HENDRICKS	229595	429-5924-729.30-70	0924	4/2010	1,945.91
						* Total	1,945.91
				3 Checks	** Fund Total		4,041.47
04/21/2010	99818	LILLIE SUBURBAN NEWSPAP	NTC PAVEMENT	430-5912-730.50-30	1012	4/2010	87.13
						* Total	87.13
				1 Checks	** Fund Total		87.13
04/21/2010	99796	GORMAN SURVEYING, INC	6928E	440-5900-740.30-30	1009D	4/2010	525.00
			6934	440-5900-740.30-30	1009D	4/2010	1,510.00
						* Total	2,035.00
04/21/2010	99817	LEVANDER, GILLEN & MILL	CLIENT 81000E	440-5900-740.30-42	1009D	4/2010	9,431.06
						* Total	9,431.06
04/21/2010	99818	LILLIE SUBURBAN NEWSPAP	BIDS PROD 1009D	440-5900-740.50-30	1009D	4/2010	128.63
			NTC PROJ 0809G	440-5900-740.50-30	0809G	4/2010	422.63
			NTC PROJ 0909D	440-5900-740.50-30	0909D	4/2010	826.88

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						* Total	1,378.14
04/21/2010	99823	METZEN APPRAISALS	CAHILL/BROOKS	440-5900-740.30-70	0809G	4/2010	350.00
						* Total	350.00
						4 Checks ** Fund Total	13,194.20
04/14/2010	99665	DISC GOLF ASSOCIATION I	23442	444-5900-744.40-47		4/2010	4,039.48
						* Total	4,039.48
						1 Checks ** Fund Total	4,039.48
04/21/2010	99817	LEVANDER, GILLEN & MILL	CLIENT 81000E	446-5915-746.30-42	0315	4/2010	675.00
						* Total	675.00
						1 Checks ** Fund Total	675.00
04/14/2010	99647	ACE PAINT & HARDWARE	502034	501-7100-512.60-16		4/2010	6.71
						* Total	6.71
04/14/2010	99674	G & K SERVICES	acct 7494701	501-7100-512.60-45		4/2010	4.93
						* Total	4.93
04/14/2010	99724	OPTUMHEALTH FINANCIAL S	JANUARY	501-7100-512.30-55		4/2010	23.43
						* Total	23.43
04/14/2010	99726	OPTUMHEALTH FINANCIAL S	FEBRUARY	501-7100-512.30-55		4/2010	23.43
						* Total	23.43
04/14/2010	99729	OPTUMHEALTH FINANCIAL S	MARCH 2010	501-7100-512.30-55		4/2010	25.59
						* Total	25.59
04/14/2010	99764	XCEL ENERGY	acct 5160987097 acct 5160987097	501-7100-512.40-10 501-7100-512.40-20		4/2010 4/2010	1,152.82 10,511.28
						* Total	11,664.10
04/21/2010	99772	ACE PAINT & HARDWARE	502105	501-7100-512.60-16		4/2010	19.22
						* Total	19.22
04/21/2010	99789	DANNER LANDSCAPING	7144	501-7100-512.60-16		4/2010	47.03
						* Total	47.03
04/21/2010	99794	GARTZKE CONSTRUCTION IN	9070	501-7100-512.40-46		4/2010	1,071.00
						* Total	1,071.00
04/21/2010	99795	GOPHER STATE ONE-CALL	30587	501-7100-512.30-70		4/2010	408.90
						* Total	408.90
04/21/2010	99804	HOME DEPOT CREDIT SERVI	acct 6035322502691268	501-7100-512.60-16		4/2010	116.77
						* Total	116.77
04/21/2010	99811	KEYS WELL DRILLING CO	2010019	501-7100-512.40-42		4/2010	20,995.00
						* Total	20,995.00

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04/21/2010	99843	SA-AG INC	65683	501-7100-512.60-16		4/2010	187.69
			65688	501-7100-512.60-16		4/2010	186.26
						* Total	373.95
04/21/2010	99849	SPRINT	acct 842483314	501-7100-512.50-20		4/2010	253.27
						* Total	253.27
				14 Checks	** Fund Total		35,033.33
04/14/2010	99674	G & K SERVICES	acct 7494701	502-7200-514.60-45		4/2010	2.12
						* Total	2.12
04/14/2010	99688	I-STATE	REQUESTED CREDIT REFUND	502-0000-116.00-00		4/2010	1,425.70
						* Total	1,425.70
04/14/2010	99724	OPTUMHEALTH FINANCIAL S	JANUARY	502-7200-514.30-55		4/2010	15.62
						* Total	15.62
04/14/2010	99726	OPTUMHEALTH FINANCIAL S	FEBRUARY	502-7200-514.30-55		4/2010	15.62
						* Total	15.62
04/14/2010	99729	OPTUMHEALTH FINANCIAL S	MARCH 2010	502-7200-514.30-55		4/2010	17.06
						* Total	17.06
04/14/2010	99751	SWIFT TRANSPORTATION	REQUESTED CREDIT REFUND	502-0000-116.00-00		4/2010	5,750.75
						* Total	5,750.75
04/14/2010	99764	XCEL ENERGY	acct 5160987097	502-7200-514.40-20		4/2010	473.86
						* Total	473.86
04/21/2010	99782	BURNET TITLE	REQUESTED CREDIT REFUND	502-0000-116.00-00		4/2010	25.58
						* Total	25.58
04/21/2010	99791	EMBROIDME.COM	5525	502-7200-514.60-45		4/2010	106.88
						* Total	106.88
04/21/2010	99822	METROPOLITAN COUNCIL	927924	502-7200-514.40-15		4/2010	117,639.26
						* Total	117,639.26
04/21/2010	99845	SECRETARY OF HUD	REQUESTED CREDIT REFUND	502-0000-116.00-00		4/2010	24.12
						* Total	24.12
04/21/2010	99854	TITLESMART INC	REQUESTED CREDIT REFUND	502-0000-116.00-00		4/2010	212.25
						* Total	212.25
04/21/2010	99864	ZIEGLER INC	G6801601	502-7200-514.40-50		4/2010	3,412.52
						* Total	3,412.52
				13 Checks	** Fund Total		129,121.34
04/14/2010	99650	ARCTIC GLACIER, INC.	460009603	503-8300-524.60-65		4/2010	116.24
						* Total	116.24

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/14/2010	99653	COCA COLA BOTTLING COMP	0128518811 0128518812 0168263805	503-8300-524.76-10 503-8300-524.76-10 503-8300-524.76-10		4/2010 4/2010 4/2010 * Total	275.26 29.85- 587.05 832.46
04/14/2010	99655	COLLEGE CITY BEVERAGE	714647 714663 714712	503-8300-524.76-15 503-8300-524.76-15 503-8300-524.76-15		4/2010 4/2010 4/2010 * Total	90.00 240.00 290.00 620.00
04/14/2010	99669	F.J. WESTCOTT COMPANY	121903	503-8200-523.76-40		4/2010 * Total	149.37 149.37
04/14/2010	99673	G & K SERVICES	118239358	503-8600-527.60-45		4/2010 * Total	77.40 77.40
04/14/2010	99679	GRAINGER	9215348112	503-8500-526.60-65		4/2010 * Total	329.42 329.42
04/14/2010	99697	KAT-KEY'S LOCK & SAFE C	93691	503-8500-526.60-65		4/2010 * Total	112.22 112.22
04/14/2010	99702	M. AMUNDSON LLP	83160	503-8300-524.76-05		4/2010 * Total	313.64 313.64
04/14/2010	99705	MENARDS - WEST ST. PAUL	29544	503-8600-527.40-42		4/2010 * Total	44.50 44.50
04/14/2010	99715	MOYNIHAN, MATT	EXPENSE REPORT	503-8300-524.76-05		4/2010 * Total	29.63 29.63
04/14/2010	99716	MTI DISTRIBUTING CO	714670 715737 715767 716118 716122 717169	503-8600-527.40-42 503-8600-527.40-42 503-8600-527.40-42 503-8600-527.40-42 503-8600-527.40-42 503-8600-527.40-42		4/2010 4/2010 4/2010 4/2010 4/2010 4/2010 * Total	616.29 589.71 275.19 622.07 93.52 128.68 2,325.46
04/14/2010	99717	NAPA OF INVER GROVE HEI	192928 193504 194495 194711	503-8600-527.40-42 503-8600-527.40-42 503-8600-527.40-42 503-8600-527.40-42		4/2010 4/2010 4/2010 4/2010 * Total	48.21 28.23 15.96 69.31 161.71
04/14/2010	99724	OPTUMHEALTH FINANCIAL S	JANUARY	503-8600-527.30-55		4/2010 * Total	15.45 15.45
04/14/2010	99726	OPTUMHEALTH FINANCIAL S	FEBRUARY	503-8600-527.30-55		4/2010 * Total	15.45 15.45
04/14/2010	99729	OPTUMHEALTH FINANCIAL S	MARCH 2010	503-8600-527.30-55		4/2010 * Total	17.25 17.25

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04/14/2010	99733	PRECISION TURF & CHEMIC	34204	503-8600-527.60-35		4/2010	2,292.63
			34205	503-8600-527.60-20		4/2010	350.55
						* Total	2,643.18
04/14/2010	99747	SOUTH BAY DESIGN	APRIL	503-8500-526.50-25		4/2010	636.00
						* Total	636.00
04/14/2010	99756	US FOODSERVICE	33113763	503-8300-524.60-65		4/2010	226.67
			33113763	503-8300-524.76-05		4/2010	14.29
			33113763	503-8300-524.76-10		4/2010	28.08
			33119166	503-8300-524.60-65		4/2010	353.36
			33119166	503-8300-524.76-05		4/2010	665.04
			33119166	503-8300-524.76-10		4/2010	87.25
						* Total	1,374.69
04/14/2010	99763	XCEL ENERGY	acct 5158775121	503-8600-527.40-42		4/2010	181.78
						* Total	181.78
04/21/2010	99790	E.H. RENNER & SONS INC	10829000	503-8600-527.80-40		4/2010	16,519.79
						* Total	16,519.79
04/21/2010	99793	G & K SERVICES	1182340473	503-8600-527.60-45		4/2010	71.14
						* Total	71.14
04/21/2010	99799	GRANDMA'S BAKERY	22011	503-8300-524.76-05		4/2010	19.80
			22012	503-8300-524.76-05		4/2010	37.38
			22286	503-8300-524.76-05		4/2010	50.52
			22836	503-8300-524.76-05		4/2010	36.76
			23105	503-8300-524.76-05		4/2010	45.07
			23350	503-8300-524.76-05		4/2010	28.73
			23631	503-8300-524.76-05		4/2010	28.73
			23953	503-8300-524.76-05		4/2010	39.34
			24194	503-8300-524.76-05		4/2010	24.40
			24545	503-8300-524.76-05		4/2010	42.02
			24812	503-8300-524.76-05		4/2010	53.10
			25084	503-8300-524.76-05		4/2010	48.42
			25355	503-8300-524.76-05		4/2010	24.40
			55812	503-8300-524.76-05		4/2010	19.04-
						* Total	459.63
04/21/2010	99812	KREMER SERVICES LLC	2390	503-8500-526.70-60		4/2010	703.41
			2391	503-8500-526.70-60		4/2010	624.68
			2394	503-8500-526.70-60		4/2010	1,208.62
						* Total	2,536.71
04/21/2010	99814	LAWSON PRODUCTS, INC.	8864829	503-8600-527.40-42		4/2010	161.30
						* Total	161.30
04/21/2010	99828	NATURE CALLS, INC.	14370	503-8600-527.40-65		4/2010	101.44
						* Total	101.44
04/21/2010	99830	OTNESS, LEON	batteries/labels	503-8000-521.60-65		4/2010	108.39
						* Total	108.39

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/21/2010	99834	PINKY'S SEWER SERVICE I	26641	503-8600-527.40-15		4/2010	200.00
						* Total	200.00
04/21/2010	99853	TDS METROCOM	acct 6514573667	503-8500-526.50-20		4/2010	350.24
						* Total	350.24
				28 Checks	** Fund Total		30,504.49
04/14/2010	99647	ACE PAINT & HARDWARE	502060	504-6100-452.60-09	R20920	4/2010	40.05
						* Total	40.05
04/14/2010	99690	INDEPENDENT SCHOOL DIST	1104	504-6100-452.30-70	R40180	4/2010	478.75
						* Total	478.75
04/14/2010	99691	INDEPENDENT SCHOOL DIST	SENIOR FASHION	504-0000-227.10-00		4/2010	1,290.00
						* Total	1,290.00
04/14/2010	99693	INVER GROVE HEIGHTS SEN	senior lunch/memberships	504-0000-227.10-00		4/2010	1,114.00
						* Total	1,114.00
04/14/2010	99703	MCNEESE, SAMANTHA	picnic shelter	504-0000-347.00-00	R60400	4/2010	44.00
						* Total	44.00
04/14/2010	99714	MN ZOO	10531	504-6100-452.50-90	R20100	4/2010	115.00
						* Total	115.00
04/14/2010	99722	OFFICEMAX INC	acct 687054	504-6100-452.60-10	R90100	4/2010	4.38
						* Total	4.38
04/14/2010	99724	OPTUMHEALTH FINANCIAL S	JANUARY	504-6100-452.30-55	R90100	4/2010	8.94
						* Total	8.94
04/14/2010	99726	OPTUMHEALTH FINANCIAL S	FEBRUARY	504-6100-452.30-55	R90100	4/2010	8.94
						* Total	8.94
04/14/2010	99729	OPTUMHEALTH FINANCIAL S	MARCH 2010	504-6100-452.30-55	R90100	4/2010	9.32
						* Total	9.32
04/14/2010	99730	PETTY CASH	blades for paper cutter	504-6100-452.60-10	R90100	4/2010	3.21
						* Total	3.21
04/14/2010	99752	TARGET BANK	acct 9370	504-6100-452.60-09	R31000	4/2010	148.59
						* Total	148.59
04/16/2010	99769	SAM'S CLUB	acct 771509005702540	504-6100-452.50-70	R90100	4/2010	140.00
			acct 771509005702540	504-6100-452.60-09	R31000	4/2010	131.68
						* Total	271.68
04/21/2010	99797	GRAHAM, JEN	SUPPLIES MOM/SON PARTY	504-6100-452.60-09	R31000	4/2010	34.07
						* Total	34.07
04/21/2010	99810	JURISCH, JASON	CANCELED REGISTRATION	504-0000-347.00-00	R40200	4/2010	125.00
						* Total	125.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT	
				15 Checks	** Fund Total		3,695.93	
04/09/2010	99645	COMDATA	acct rh172	505-6200-453.76-05	C16000	4/2010	27.81	
							* Total	27.81
04/14/2010	99647	ACE PAINT & HARDWARE	501126	505-6200-453.60-16	C25000	4/2010	4.79	
			501696	505-6200-453.60-16	C21000	4/2010	10.14	
			501803	505-6200-453.60-16	C21000	4/2010	23.47	
			501942	505-6200-453.60-16	C21000	4/2010	1.60	
							* Total	40.00
04/14/2010	99649	APEC	115769	505-6200-453.60-16	C25000	4/2010	217.69	
							* Total	217.69
04/14/2010	99654	COCA COLA BOTTLING COMP	0118550903	505-6200-453.76-10	C30100	4/2010	118.55	
			0118551311	505-6200-453.76-10	C30100	4/2010	293.75	
			0118551609	505-6200-453.76-10	C30100	4/2010	232.70	
			0118551912	505-6200-453.76-10	C30100	4/2010	493.70	
			0118552225	505-6200-453.76-10	C30100	4/2010	152.45	
			0118552938	505-6200-453.76-10	C30200	4/2010	118.00	
			0158441322	505-6200-453.76-10	C30100	4/2010	29.80	
			0158441323	505-6200-453.76-10	C30100	4/2010	34.65-	
							* Total	1,404.30
04/14/2010	99656	COMCAST	acct 8772105910277033	505-6200-453.50-70	C10000	4/2010	74.95	
							* Total	74.95
04/14/2010	99657	CULLIGAN	acct 157011438908	505-6200-453.60-16	C25000	4/2010	794.08	
							* Total	794.08
04/14/2010	99671	FERRELLGAS	acct 7757735	505-6200-453.60-21	C21000	4/2010	668.61	
							* Total	668.61
04/14/2010	99675	GLEWWE DOORS	149712	505-6200-453.60-16	C21000	4/2010	147.00	
							* Total	147.00
04/14/2010	99679	GRAINGER	acct 806460150	505-6200-453.60-11	C21000	4/2010	461.41	
			acct 806460150	505-6200-453.60-16	C25000	4/2010	10.54	
			acct 806460150	505-6200-453.60-16	C21000	4/2010	35.76	
			acct 806460150	505-6200-453.60-16	C21000	4/2010	387.96	
			acct 806460150	505-6200-453.60-16	C25000	4/2010	25.59	
			acct 806460150	505-6200-453.60-16	C25000	4/2010	12.75	
			acct 806460150	505-6200-453.60-40	C21000	4/2010	277.27	
			acct 806460150	505-6200-453.60-16	C25000	4/2010	65.09	
			acct 806460150	505-6200-453.60-16	C25000	4/2010	47.32	
							* Total	1,323.69
04/14/2010	99681	HAWKINS, INC.	3103200	505-6200-453.60-15	C25000	4/2010	3,022.24	
							* Total	3,022.24
04/14/2010	99685	HILLYARD INC	6235176	505-6200-453.60-11	C21000	4/2010	592.57	
			6251939	505-6200-453.60-11	C25000	4/2010	937.24	
			7307306	505-6200-453.40-42	C25000	4/2010	931.01	

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	2,460.82
04/14/2010	99687	HUEBSCH SERVICES	2508728	505-6200-453.40-40	C25000	4/2010	105.57
						* Total	105.57
04/14/2010	99695	JOHNSON CONTROLS	1423774193	505-6200-453.40-40	C25000	4/2010	2,898.17
			1479074300	505-6200-453.40-40	C25000	4/2010	1,009.70
			1480515471	505-6200-453.40-40	C21000	4/2010	295.41
						* Total	4,203.28
04/14/2010	99699	KNOLL, TANYA	room rental canceled	505-0000-207.03-00		4/2010	42.40
			room rental canceled	505-0000-352.25-00	C15000	4/2010	595.10
						* Total	637.50
04/14/2010	99704	MCRANDALL, AME	canceled class	505-0000-352.35-00	C71000	4/2010	39.00
						* Total	39.00
04/14/2010	99705	MENARDS - WEST ST. PAUL	acct 30170270	505-6200-453.60-16	C25000	4/2010	212.82
			acct 30170270	505-6200-453.60-16	C25000	4/2010	43.84
						* Total	256.66
04/14/2010	99724	OPTUMHEALTH FINANCIAL S	JANUARY	505-6200-453.30-55	C50000	4/2010	42.18
						* Total	42.18
04/14/2010	99726	OPTUMHEALTH FINANCIAL S	FEBRUARY	505-6200-453.30-55	C50000	4/2010	42.18
						* Total	42.18
04/14/2010	99729	OPTUMHEALTH FINANCIAL S	MARCH 2010	505-6200-453.30-55	C50000	4/2010	45.80
						* Total	45.80
04/14/2010	99730	PETTY CASH	postage insurance paperwk	505-6200-453.50-35	C10100	4/2010	5.25
			stationary health fair	505-6200-453.60-65	C15500	4/2010	17.13
						* Total	22.38
04/14/2010	99732	PETTY CASH - ATM	JAN-MAR 2010	505-6200-453.70-44	C10000	4/2010	14.85
						* Total	14.85
04/14/2010	99738	R & R SPECIALTIES OF WI	44884	505-6200-453.40-42	C21000	4/2010	50.00
			45020	505-6200-453.40-42	C21000	4/2010	50.00
						* Total	100.00
04/14/2010	99739	RECREATION SUPPLY COMPA	194660	505-6200-453.60-16	C25000	4/2010	56.66
			195283	505-6200-453.60-16	C25000	4/2010	1,082.54
						* Total	1,139.20
04/14/2010	99742	ROACH, RICK	mileage	505-6200-453.50-65	C25000	4/2010	65.00
						* Total	65.00
04/14/2010	99743	RYCO SUPPLY COMPANY	31923	505-6200-453.60-11	C21000	4/2010	17.10
						* Total	17.10
04/14/2010	99748	SPRUNG SERVICES	58546	505-6200-453.40-40	C25000	4/2010	679.00
						* Total	679.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/14/2010	99749	SPS COMPANIES, INC.	S2153923001	505-6200-453.60-16	C25000	4/2010	787.67
						* Total	787.67
04/14/2010	99750	SWANK MOTION PICTURE IN	RG1431572	505-6200-453.60-65	C50000	4/2010	343.07
						* Total	343.07
04/14/2010	99752	TARGET BANK	acct 9370	505-6200-453.76-05	C16000	4/2010	15.83
						* Total	15.83
04/14/2010	99762	WEST ST PAUL YOUTH ATHL	canceld april turf rent1	505-0000-352.23-00	C17500	4/2010	70.01
						* Total	70.01
04/16/2010	99770	SAM'S CLUB	acct 7715090061606950	505-6200-453.60-40	C70000	4/2010	4.25
			acct 7715090061606950	505-6200-453.60-65	C70000	4/2010	62.36
			acct 7715090061606950	505-6200-453.76-05	C30300	4/2010	204.14
						* Total	270.75
04/21/2010	99792	EMMONS & OLIVIER RESOUR	9500265	505-6200-453.30-30	C21000	4/2010	178.50
						* Total	178.50
04/21/2010	99805	HORIZON COMMERCIAL POOL	10031722	505-6200-453.60-16	C25000	4/2010	191.31
						* Total	191.31
04/21/2010	99825	MITY-LITE INC	496783	505-6200-453.60-40	C21000	4/2010	12,245.20
						* Total	12,245.20
04/21/2010	99832	OXYGEN SERVICE COMPANY,	ACCT 09684	505-6200-453.60-65	C16000	4/2010	13.92
						* Total	13.92
04/21/2010	99833	PENNIE, JILL	class canceld	505-0000-352.35-00	C71000	4/2010	48.00
						* Total	48.00
04/21/2010	99842	ROSEMOUNT AREA ATHLETIC	turf rent cancel-lacrosse	505-0000-352.23-00	C17500	4/2010	525.07
						* Total	525.07
04/21/2010	99850	SUPERMEDIA LLC	acct 3900001924527	505-6200-453.50-25	C91000	4/2010	87.00
						* Total	87.00
04/21/2010	99862	XCEL ENERGY	acct 5168679487	505-6200-453.40-10	C25000	4/2010	14,312.74
			acct 5168679487	505-6200-453.40-20	C25000	4/2010	20,430.88
						* Total	34,743.62
				39 Checks	** Fund Total		67,110.84
04/14/2010	99700	LEAGUE OF MN CITIES INS	RETRO ADJUSTMENT 95-96	602-2100-415.50-09		4/2010	4,100.00
						* Total	4,100.00
04/14/2010	99724	OPTUMHEALTH FINANCIAL S	JANUARY	602-2100-415.30-55		4/2010	.70
						* Total	.70
04/14/2010	99726	OPTUMHEALTH FINANCIAL S	FEBRUARY	602-2100-415.30-55		4/2010	.70
						* Total	.70

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/14/2010	99729	OPTUMHEALTH FINANCIAL S	MARCH 2010	602-2100-415.30-55		4/2010	.73
						* Total	.73
				4 Checks	** Fund Total		4,102.13
04/14/2010	99670	FACTORY MOTOR PARTS COM	13324724	603-5300-444.40-41		4/2010	322.43
						* Total	322.43
04/14/2010	99674	G & K SERVICES	acct 7494701	603-5300-444.40-65		4/2010	59.86
			acct 7494701	603-5300-444.60-45		4/2010	57.94
						* Total	117.80
04/14/2010	99692	INVER GROVE FORD	5033210	603-5300-444.40-41		4/2010	106.88-
			5033802	603-5300-444.40-41		4/2010	351.86
						* Total	244.98
04/14/2010	99737	R & R CARPET SERVICE	MARCH 2010	603-5300-444.40-65		4/2010	78.02
						* Total	78.02
04/21/2010	99772	ACE PAINT & HARDWARE	502094	603-5300-444.60-12		4/2010	46.96
						* Total	46.96
04/21/2010	99783	CARQUEST OF ROSEMOUNT	1596123420	603-5300-444.40-41		4/2010	36.36
			1596123500	603-0000-145.50-00		4/2010	20.69
			1596123500	603-5300-444.40-41		4/2010	2.34
			1596123536	603-0000-145.50-00		4/2010	36.72
			1596123547	603-5300-444.60-40		4/2010	18.14
			1596123686	603-5300-444.60-12		4/2010	79.45
						* Total	193.70
04/21/2010	99806	HOSE / CONVEYORS INC	9328	603-5300-444.40-41		4/2010	254.29
						* Total	254.29
04/21/2010	99831	OXYGEN SERVICE COMPANY,	07415684	603-5300-444.60-12		4/2010	274.33
						* Total	274.33
04/21/2010	99836	PUBLIC SAFETY EQUIPMENT	2572	603-5300-444.40-41		4/2010	420.00
						* Total	420.00
04/21/2010	99843	SA-AG INC	65677	603-5300-444.40-41		4/2010	124.62
						* Total	124.62
04/21/2010	99844	SCHARBER & SONS	acct 4502581	603-5300-444.40-41		4/2010	238.87
						* Total	238.87
04/21/2010	99851	SWEeper SERVICES	10138	603-5300-444.40-41		4/2010	689.02
						* Total	689.02
04/21/2010	99855	TURFWERKS	SI21811	603-5300-444.40-41		4/2010	811.15
			SI21811A	603-5300-444.40-41		4/2010	72.37
						* Total	883.52
				13 Checks	** Fund Total		3,888.54

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/14/2010	99719	OFFICE EQUIPMENT FINANC	147935621 148031123	604-2200-416.40-50 604-2200-416.40-50		4/2010 4/2010 * Total	1,260.17 651.64 1,911.81
04/14/2010	99722	OFFICEMAX INC	acct 687054	604-2200-416.60-10		4/2010 * Total	143.71 143.71
04/21/2010	99835	PRECISION DATA SYSTEMS	direct deposit paper	604-2200-416.60-10		4/2010 * Total	127.40 127.40
				3 Checks	** Fund Total		2,182.92
04/14/2010	99659	CUSTOM HEADSETS, INC	45092	605-3100-419.60-40		4/2010 * Total	74.76 74.76
04/14/2010	99694	J.H. LARSON COMPANY	426635501	605-3100-419.60-16		4/2010 * Total	39.76 39.76
04/14/2010	99737	R & R CARPET SERVICE	MARCH 2010	605-3100-419.40-65		4/2010 * Total	103.56 103.56
04/14/2010	99759	USA MOBILITY WIRELESS I	acct 03174935	605-3100-419.40-65		4/2010 * Total	4.91 4.91
04/14/2010	99767	ZEE MEDICAL SERVICE	541887777	605-3100-419.60-65		4/2010 * Total	45.16 45.16
04/21/2010	99863	ZAYO ENTERPRISE NETWORK	acct 5456	605-3100-419.50-20		4/2010 * Total	983.05 983.05
				6 Checks	** Fund Total		1,251.20
04/14/2010	99648	ADVANCED TECHNOLOGY SYS	54343	606-1400-413.60-10		4/2010 * Total	1,735.21 1,735.21
04/14/2010	99664	DELL MARKETING	XDP2XX373	606-1400-413.60-40		4/2010 * Total	382.51 382.51
04/14/2010	99668	ENVIRONMENTAL SYSTEMS R	92142157 92142758	606-1400-413.60-10 606-1400-413.60-10		4/2010 4/2010 * Total	1,710.00 1,060.50 2,770.50
04/14/2010	99720	OFFICE OF ENTERPRISE TE	acct 200b00171	606-1400-413.30-75		4/2010 * Total	311.81 311.81
04/14/2010	99721	OFFICE OF ENTERPRISE TE	acct 200b00659	606-1400-413.30-70		4/2010 * Total	100.00 100.00
04/14/2010	99754	TOTAL CONSTRUCTION & EQ	46865	606-1400-413.60-40		4/2010 * Total	521.58 521.58
04/14/2010	99760	WALLING DATA SYSTEMS IN	restocking fee	606-1400-413.60-10		4/2010 * Total	272.94 272.94

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT	
7 Checks							** Fund Total	6,094.55
04/21/2010	99779	BERGERSON-CASWELL INC	HYDRANT PERMIT 1003	702-0000-229.43-00		4/2010	796.63	
							* Total	796.63
04/21/2010	99784	CITY OF SOUTH ST. PAUL	escrow airport access	702-0000-229.93-00		4/2010	1,463.98	
							* Total	1,463.98
04/21/2010	99785	CULLIGAN	ACCT 157984732428	702-0000-228.63-00		4/2010	35.32	
							* Total	35.32
04/21/2010	99818	LILLIE SUBURBAN NEWSPAP	NTE IVERSON	702-0000-228.98-00		4/2010	18.38	
			NTE STEVE WATRU	702-0000-229.09-00		4/2010	18.38	
							* Total	36.76
4 Checks							** Fund Total	2,332.69
04/21/2010	99777	BARR ENGINEERING COMPAN	2319021800181	703-5500-446.30-30		4/2010	992.00	
			2319021800182	703-5500-446.30-42		4/2010	4,032.47	
							* Total	5,024.47
04/21/2010	99817	LEVANDER, GILLEN & MILL	CLIENT 81000E	703-5500-446.30-42		4/2010	420.00	
							* Total	420.00
2 Checks							** Fund Total	5,444.47
262 Checks							*** Bank Total	1,562,160.16
262 Checks							*** Grand Total	1,562,160.16

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 1 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation Low Voltage Contractors

Meeting Date: April 26, 2010  
Item Type: Consent  
Contact: Jenelle Teppen, Asst City Admin  
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. 1 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation – Low Voltage Contractors.

**SUMMARY** This contract was awarded in an amount of \$237,000.00 to Low Voltage Contractors on January 11, 2010 for the project identified above.

The contractor has completed the work through March 26, 2010 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. 1 in the amount of \$109,250.00 to Low Voltage Contractors for work on City Project No. 2008-18 – Public Safety Addition/City Hall Renovation.

Attachment: Pay Voucher No. 1

**CITY OF INVER GROVE HEIGHTS  
CONSTRUCTION PAYMENT VOUCHER**

ESTIMATE NO: 1 (One)  
DATE: April 26, 2010  
PERIOD ENDING: March 26, 2010  
CONTRACT: Public Safety Addition City Hall Renovation  
PROJECT NO: 2008-18 – Public Safety Addition/City Hall Renovation

TO: Low Voltage Contractors  
4200 West 76<sup>th</sup> Street  
Minneapolis, MN 55435

Original Contract Amount .....	\$237,000.00
Total Addition .....	\$0.00
Total Deduction .....	\$0.00
Total Contract Amount .....	\$237,000.00
Total Value of Work to Date .....	115,000.00
Less Retained (5%) .....	\$5,750.00
Less Previous Payment .....	\$0.00
Total Approved for Payment this Voucher .....	\$109,250.00
Total Payments including this Voucher .....	\$109,250.00

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 March 26, 2010.

Signed by: \_\_\_\_\_ April 26, 2010  
Jenelle Teppen, Assistant City Administrator

Signed by: \_\_\_\_\_  
Low Voltage Contractors Date \_\_\_\_\_

Signed by: \_\_\_\_\_ April 26, 2010  
George Tourville, Mayor

**APPLICATION AND CERTIFICATE FOR PAYMENT**

ALA DOCUMENT G702

(Instructions on reverse side)

PAGE 1 OF 2 PAGES

TO (OWNER): City of Inver Grove Heights  
 8150 Barbara Ave, Inver Grove Heights MN 55077

FROM (CONTRACTOR): Low Voltage Contractors  
 4200 West 76th Street  
 Minneapolis, MN 55435

Project: Public Safety & City Hall  
 Via Architect:

APPLICATION NO: 1  
 PERIOD TO: 3/26/2010  
 PROJECT NOS: 1643.01  
 CONTRACT DATE: 2/8/2010

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

1. ORIGINAL CONTRACT SUM . . . . . \$ 237,000.00
2. Net change by Change Orders . . . . . \$ \_\_\_\_\_
3. CONTRACT SUM TO DATE (Line 1 + 2) . . . . . \$ 237,000.00
4. TOTAL COMPLETED & STORED TO DATE . . . . . \$ 115,000.00  
 (Column G on G703)
5. RETAINAGE
  - a. 5% % of Completed Work (Columns D + E on G703) \$ 5,750.00
  - b. 5% % of Stored Material (Column F on G703) \$ \_\_\_\_\_
 Total Retainage (line 5a + 5b or Total in Column I on G703) . . . . . \$ 5,750.00
6. TOTAL EARNED LESS RETAINAGE . . . . . \$ 109,250.00  
 (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) . . . . . \$ \_\_\_\_\_
8. CURRENT PAYMENT DUE . . . . . \$ 109,250.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 127,750.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
<b>TOTALS</b>		
NET CHANGES by Change Order		

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

CONTRACTOR: \_\_\_\_\_

By: Brian Gould \_\_\_\_\_ Date: March 26, 2010  
 State of: Minnesota  
 County of: Hennepin

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

Notary Public: Jeffrey Marcis Nelson  
 My Commission Expires: 2013

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this 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 \$ 109,250  
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: [Signature] Date: 4/21/2010

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

(Instructions on reverse side)

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE 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: 1  
 APPLICATION DATE: 03/26/10  
 PERIOD TO: 03/26/10  
 ARCHITECTS 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) 5%
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD		COMPLETED AND STORED TO DATE (D+E+F)	% (G-C)		
1	Material	175,049.00		93,500.00		93,500.00	53%	81,549.00	4,675.00
2	Wire	17,103.00		10,000.00		10,000.00	58%	7,103.00	500.00
3	Freight	5,388.00		2,500.00		2,500.00	46%	2,888.00	125.00
4	Labor	39,460.00		9,000.00		9,000.00	23%	30,460.00	450.00
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
		237,000.00		115,000.00		115,000.00		122,000.00	5,750.00

AIA DOCUMENT G703 \* CONTINUATION SHEET FOR G702 \* 1992 EDITION \* AIA \* ©1992 \* THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON DC., 20006-5292 \* WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. G703-1992

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**CONSIDER CHANGE ORDER NO. ONE FOR CITY PROJECT 2008-18 PUBLIC SAFETY ADDITION/CITY HALL RENOVATION – LOW VOLTAGE CONTRACTORS**

Meeting Date: April 26, 2010  
 Item Type: Regular  
 Contact: JTeppen, Asst City Admin  
 Prepared by:  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED** Consider the attached Change Order No. 1 for City Project 2008-18 Public Safety Addition/City Hall Renovation from Low Voltage Contractors.

**SUMMARY** As the Council will recall, the amounts reflected in these Change Orders have already been approved – either by the Council or by staff if the amounts fall under \$15,000. This action item simply formally approves the amounts so that the contract amount can be changed.

This Change Order request comprises one item.

Tech PR 005 Modify Video Distribution	-\$1,487.97
---------------------------------------	-------------

The Contract amount is reflected to decrease \$1,487.97 for this item leaving a contract balance of \$235,512.03.

# CHANGE ORDER

OWNER \_\_\_\_\_  
ARCHITECT \_\_\_\_\_  
CONTRACTOR \_\_\_\_\_  
FIELD \_\_\_\_\_  
OTHER \_\_\_\_\_

AIA DOCUMENT G701

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

**PROJECT:** Inver Grove Heights Public Safety & City Hall Remodel  
**CHANGE ORDER NO.:** Tech- LVC- ONE (01)  
**DATE:** 26 April, 2010  
**TO CONTRACTOR:** Low Voltage Contractors, Inc.  
4200 West 76<sup>th</sup> Street  
Minneapolis, MN 55435  
**ARCHITECT'S PROJECT #:** 1643.01  
**CONTRACT DATE:** February 8, 2010  
**CONTRACT FOR:** Premise Security Systems

The contract is changed as follows:

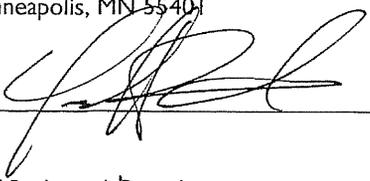
1. Tech PR 005: Provide new backbone cable and patch cords from Demarc. Upgrade SM connectors: **-\$1,487.97**
- 2.

The original (Contract Sum)(Guaranteed Maximum Price) was	\$237,000.00
Net change by previously authorized Change Orders	\$0.00
The (Contract Sum)(Guaranteed Maximum Price) prior to this Change Order was	\$237,000.00
The (Contract Sum)(Guaranteed Maximum Price) will be (increased)(decreased)(unchanged) by this change order in the amount of	-\$1,487.97
The new (Contract Sum)(Guaranteed Maximum Price) including this Change Order will be	\$235,512.03

The Contract time will be (increased)(decreased)(unchanged).

The date of Substantial Completion therefore is (increased)(decreased)(unchanged) .

Authorized:

<b>ARCHITECT</b>	<b>CONTRACTOR</b>	<b>OWNER</b>
Boarman Kroos Vogel Group, Inc.	Low Voltage Contractors, Inc.	City of Inver Grove Heights
Address	Address	Address
222 N. 2nd Street	4200 West 76 <sup>th</sup> Street	8150 Barbara Avenue
Minneapolis, MN 55401	Minneapolis, MN 55435	Inver Grove Heights, MN 55077
BY 	BY _____	BY _____
Ted Redmond, President		
DATE 4/22/10	DATE _____	DATE _____

---

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**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Consider Pay Voucher No. 1 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation  
TRICOM Communications

Meeting Date: April 26, 2010  
 Item Type: Consent  
 Contact: Jenelle Teppen, Asst City Admin   
 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. 1 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation – TRICOM Communications.

**SUMMARY** This contract was awarded in an amount of \$113,986.00 to TRICOM Communications on January 11, 2010 for the project identified above.

The contractor has completed the work through March 26, 2010 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. 1 in the amount of \$26,788 to TRICOM Communications for work on City Project No. 2008-18 – Public Safety Addition/City Hall Renovation.

Attachment: Pay Voucher No. 1

**CITY OF INVER GROVE HEIGHTS  
CONSTRUCTION PAYMENT VOUCHER**

ESTIMATE NO: 1 (One)  
DATE: April 26, 2010  
PERIOD ENDING: March 10, 2010  
CONTRACT: Public Safety Addition City Hall Renovation  
PROJECT NO: 2008-18 – Public Safety Addition/City Hall Renovation

TO: TRICOM Communications  
1301 Corporate Center Drive Suite 160  
Eagan, MN 55121

Original Contract Amount .....	\$113,986.00
Total Addition .....	\$0.00
Total Deduction .....	\$0.00
Total Contract Amount .....	\$113,986.00
Total Value of Work to Date .....	\$28,198.00
Less Retained (5%) .....	\$1,410.00
Less Previous Payment .....	\$0.00
Total Approved for Payment this Voucher .....	\$26,788.00
Total Payments including this Voucher .....	\$26,788.00

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 March 10, 2010.

Signed by: \_\_\_\_\_ April 26, 2010  
Jenelle Teppen, Assistant City Administrator

Signed by: \_\_\_\_\_  
TRICOM Communications Date

Signed by: \_\_\_\_\_ April 26, 2010  
George Tourville, Mayor

## Application and Certificate for Payment Construction Manager-Adviser Edition

TO OWNER: **BKV Group Inc.** PROJECT: **Tech. Bid Pkg 27A Gabling Infrastructure** APPLICATION NO: **1** Distribution to:  OWNER  ARCHITECT  CONTRACTOR  FIELD

**222 N. Second St.**  
**Minneapolis, MN 55401**

**Public Safety/City Hall Remodel**

PERIOD TO:

FROM CONTRACTOR: **TRICOM Communications** VIA CONSTRUCTION MANAGER:

**1301 Corporate Center Dr., Ste. 160**  
**Eagan, MN 55121**

VIA ARCHITECT:

CONTRACT DATE: **2/8/2010**  
CONTRACT NOS: **1643.01**

CONSTRUCTION MANAGER

ARCHITECT

CONTRACTOR

CONTRACT FOR:

### 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 ..... \$ **113,986**

2. Net change by Change Orders ..... \$

3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ **113,986**

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ **28,198**

5. RETAINAGE:

a. 3 % of Completed Work  
(Column D + E on G703) ..... \$ **256**

b. 5 % of Stored Material  
(Column F on G703) ..... \$ **1154**

Total Retainage (Lines 5a + 5b or Total in Column I of G703) .. \$ **1,410**

6. TOTAL EARNED LESS RETAINAGE ..... \$ **26,788**

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... \$ **26,788**

9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$ **87,198**

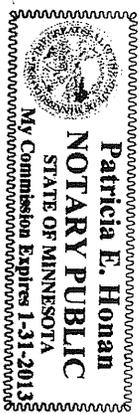
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this Month	\$	\$
<b>TOTALS</b>	<b>\$</b>	<b>\$</b>
NET CHANGES by Change Order	\$	\$

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: **Blane Egan** Date: **3-10-10**

By: **Patricia E. Honan**  
State of: **Minnesota**  
County of: **Dakota**  
Subscribed and sworn to before me this **10th** day of **March**, 2010  
Notary Public: **Patricia E. Honan**  
My Commission expires: **1/31/2013**



### CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their 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 ..... \$ **26,788**

(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.)

CONSTRUCTION MANAGER: By: \_\_\_\_\_ Date: \_\_\_\_\_

ARCHITECT: By: \_\_\_\_\_ Date: \_\_\_\_\_

By: **Blane Egan** Date: **4/20/10**  
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.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

**Continuation Sheet**

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: 1  
 APPLICATION DATE: 3/10/2010  
 PERIOD TO:  
 ARCHITECT'S PROJECT NO:

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				
	<b>Phase #1</b>							
271100	Comm. Equip Rms Material	\$11,941					\$11,941	\$0
271100	Comm. Equip Rms Labor	\$1,680					\$1,680	\$0
271300	Comm. Backbone Cab Mat.	9200					\$9,200	\$0
271300	Comm. Backbone Cab Lab.	\$2,500					\$2,500	\$0
271500	Comm. Horiz Cab Mat	\$15,254					\$0	\$763
271500	Comm. Horiz Cab Lab	\$12,618		\$5,120	\$15,254	\$5,120	\$7,498	\$256
271600	Comm Conn Cords Mat	\$5,200					\$5,200	\$0
271700	CATV RF Dist Sys Mat	\$900			\$791	\$791	\$109	\$40
271700	CATV RF Dist Sys Lab	\$1,012					\$1,012	\$0
271800	Comm Labeling Lab	\$2,040					\$2,040	\$0
271900	Overhead Pag Sys Mat	\$4,100					\$4,100	\$0
271900	Overhead Pag Sys Lab	\$2,000					\$2,000	\$0
		<b>\$68,445</b>	<b>\$0</b>	<b>\$5,120</b>	<b>\$16,045</b>	<b>\$21,165</b>	<b>\$47,280</b>	<b>\$1,058</b>

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## Continuation Sheet

3/10/2010

1

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:  
 APPLICATION DATE:  
 PERIOD TO:  
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E PERIOD	F MATERIALS PRESENTLY STORED (D OR E)	G TOTAL COMPLETED AND STORED (D+E+H)	H BALANCE TO FINISH	I RETAINAGE (IF VARIABLE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Phase #2								
271100	Comm. Equip Rms Material	\$11,941						\$11,941	\$0
271100	Comm. Equip Rms Labor	\$1,546						\$1,546	\$0
271300	Comm. Backbone Cab. Mat.	\$3,266						\$3,266	\$0
271300	Comm. Backbone Cab Lab.	\$1,524						\$1,524	\$0
271500	Comm. Horiz Cab Mat	\$10,347				\$6,323	\$6,323	\$4,024	\$316
271500	Comm. Horiz Cab Lab	\$9,230						\$9,230	\$0
271600	Comm Conn Cords Mat	\$1,910						\$1,910	\$0
271700	CATV RF Dist Sys Mat	\$710				\$710	\$710	\$0	\$36
271700	CATV RF Dist Sys Lab	\$420						\$420	\$0
271800	Comm Labeling Lab	\$1,223						\$1,223	\$0
271900	Overhead Pag Sys Mat	\$2,263						\$2,263	\$0
271900	Overhead Pag Sys Lab	\$1,160						\$1,160	\$0
		\$113,986	\$0	\$5,120		\$23,078	\$28,198	\$85,788	\$1,410

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Consider Change Order No. 1 and Pay Voucher No. 2 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation/TRICOM Communications

Meeting Date: April 26, 2010  
 Item Type: Consent  
 Contact: Jenelle Teppen, Asst City Admin *JS*  
 Prepared by:  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED** Consider Change Order No. 1 and Pay Voucher No. 2 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation – TRICOM Communications.

**SUMMARY** This contract was awarded in an amount of \$113,986.00 to TRICOM Communications on January 11, 2010 for the project identified above.

The amounts reflected in these Change Orders have already been approved – either by the Council or by staff if the amounts fall under \$15,000. This action item simply formally approves the amounts so that the contract amount can be changed.

This Change Order request comprises three items.

Tech PR 002 Provide new backbone cable and patch cords from Demark. Upgrade SM connectors. Owner Requested: Added connections between demarcation room and new building \$14,170.44

Tech PR 003 Provide new backbone cable and patch cords between TR1 and TR2. Provide wall blocking/mounting board. Owner Requested: Additional connections between data rooms in the new addition. \$5,765.41

Tech PR 004 Provide 800 Mhz Radio signal distribution system. At Owner’s request this was added; apparently missed during design discussion with Technology Consultant. \$6,858.18

The Contract amount is reflected to increase \$26,794.03 for this item leaving a contract total of \$140,780.03.

The contractor has completed the work through March 26, 2010 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 \$40,610.00 to TRICOM Communications for work on City Project No. 2008-18 – Public Safety Addition/City Hall Renovation.

Attachment: Change Order No. 1  
 Pay Voucher No. 2

**CITY OF INVER GROVE HEIGHTS  
CONSTRUCTION PAYMENT VOUCHER**

ESTIMATE NO: 2 (Two)  
DATE: April 26, 2010  
PERIOD ENDING: April 14, 2010  
CONTRACT: Public Safety Addition City Hall Renovation  
PROJECT NO: 2008-18 – Public Safety Addition/City Hall Renovation

TO: TRICOM Communications  
1301 Corporate Center Drive Suite 160  
Eagan, MN 55121

Original Contract Amount .....	\$113,986.00
Total Addition .....	\$26,794.00
Total Deduction .....	\$0.00
Total Contract Amount .....	\$140,780.03
Total Value of Work to Date .....	\$70,945.00
Less Retained (5%) .....	\$3,547.00
Less Previous Payment .....	\$26,788.00
Total Approved for Payment this Voucher .....	\$40,610.00
Total Payments including this Voucher .....	\$67,398.00

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 April 14, 2010.

Signed by: \_\_\_\_\_ April 26, 2010  
Jenelle Teppen, Assistant City Administrator

Signed by: \_\_\_\_\_  
TRICOM Communications Date \_\_\_\_\_

Signed by: \_\_\_\_\_ April 26, 2010  
George Tourville, Mayor

**Application and Certificate for Payment Construction Manager-Adviser Edition**

TO OWNER: BKV Group Inc. PROJECT: Tech. Bid Pkg 27A Cabling Infrastructure APPLICATION NO: 2 Distribution to:  OWNER

222 N. Second St. PUBLIC SAFETY/CITY HALL REMODEL PERIOD TO: 4/9/2010  ARCHITECT

Minneapolis, MN 55401 VIA CONSTRUCTION MANAGER:  CONTRACTOR

FROM CONTRACTOR: TRICOM Communications VIA ARCHITECT:  FIELD

1301 Corporate Center Dr., Ste. 160 Eagan, MN 55121

**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 ..... \$ 113,986
- 2. Net change by Change Orders ..... \$ 26,794
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ 140,780
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 70,945
- 5. RETAINAGE:
  - a. 2 % of Completed Work ..... \$ 782
  - b. 5 % of Stored Material (Column F on G703) ..... \$ 2765

Total Retainage (Lines 5a + 5b or Total in Column I of G703) .. \$ 3,547

6. TOTAL EARNED LESS RETAINAGE ..... \$ 67,398  
 (Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 26,788  
 (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... \$ 40,610

9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$ 73,382  
 (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ <u>26,794</u>	\$
Total approved this Month	\$ <u>26,794</u>	\$
<b>TOTALS</b>	\$ <u>26,794</u>	\$
NET CHANGES by Change Order	\$ <u>26,794</u>	\$ <u>26,794</u>

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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: Tricom By: Shane Skene Date: 4-14-10

State of: Minnesota County of: Dakota  
 Subscribed and sworn to before me this 14th day of April, 2010  
 Notary Public: Patricia E. Honan  
 My Commission expires: 1/31/2013



**CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their 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 ..... \$ 40,610  
 (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.)

CONSTRUCTION MANAGER: \_\_\_\_\_ Date: \_\_\_\_\_  
 By: \_\_\_\_\_  
 ARCHITECT: \_\_\_\_\_ Date: 4/21/2010  
 By: [Signature]



# AIA<sup>®</sup> Document G703<sup>™</sup> - 1992

## Continuation Sheet

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: 2

APPLICATION DATE: 4/13/2010

PERIOD TO: \_\_\_\_\_

ARCHITECT'S PROJECT NO: \_\_\_\_\_

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				
	<b>Phase #1</b>							
271100	Comm. Equip Rms Material	\$11,941				\$11,941	\$0	\$597
271100	Comm. Equip Rms Labor	\$1,680		\$504		\$504	\$1,176	\$25
271300	Comm. Backbone Cab Mat.	\$9,200					\$9,200	\$0
271300	Comm. Backbone Cab Lab.	\$2,500					\$2,500	\$0
271500	Comm. Horiz Cab Mat	\$15,254				\$15,254	\$0	\$763
271500	Comm. Horiz Cab Lab	\$12,618	\$5,120	\$3,713	\$15,254	\$8,833	\$3,785	\$442
271600	Comm Conn Cords Mat	\$5,200					\$5,200	\$0
271700	CATV RF Dist Sys Mat	\$900			\$791	\$791	\$109	\$40
271700	CATV RF Dist Sys Lab	\$1,012					\$1,012	\$0
271800	Comm Labeling Lab	\$2,040					\$2,040	\$0
271900	Overhead Pag Sys Mat	\$4,100			\$4,100	\$4,100	\$0	\$205
271900	Overhead Pag Sys Lab	\$2,000		\$1,000		\$1,000	\$1,000	\$50
		<b>\$68,445</b>	<b>\$5,120</b>	<b>\$5,217</b>	<b>\$32,086</b>	<b>\$42,423</b>	<b>\$26,022</b>	<b>\$2,121</b>

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# AIA<sup>®</sup> Document G703<sup>™</sup> - 1992

## Continuation Sheet

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: 2  
 APPLICATION DATE: 4/13/2010  
 PERIOD TO:  
 ARCHITECT'S PROJECT NO:

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			% (G ÷ C)		
	<b>Total from previous page Phase #2</b>	<b>\$68,445</b>	<b>\$5,120</b>	<b>\$5,217</b>	<b>\$32,086</b>	<b>\$42,423</b>	<b>62%</b>	<b>\$26,022</b>	<b>\$2,121</b>
271100	Comm. Equip Rms Material	\$11,941					0%	\$11,941	\$0
271100	Comm. Equip Rms Labor	\$1,546					0%	\$1,546	\$0
271300	Comm. Backbone Cab Mat.	\$3,266					0%	\$3,266	\$0
271300	Comm. Backbone Cab Lab.	\$1,524					0%	\$1,524	\$0
271500	Comm. Horiz Cab Mat	\$10,347			\$6,323	\$6,323	61%	\$4,024	\$316
271500	Comm. Horiz Cab Lab	\$9,230					0%	\$9,230	\$0
271600	Comm Conn Cords Mat	\$1,910					0%	\$1,910	\$0
271700	CATV RF Dist Sys Mat	\$710			\$710	\$710	100%	\$0	\$36
271700	CATV RF Dist Sys Lab	\$420					0%	\$420	\$0
271800	Comm Labeling Lab	\$1,223					0%	\$1,223	\$0
271900	Overhead Pag Sys Mat	\$2,263					0%	\$2,263	\$0
271900	Overhead Pag Sys Lab	\$1,160					0%	\$1,160	\$0
		<b>\$113,986</b>	<b>\$5,120</b>	<b>\$5,217</b>	<b>\$39,119</b>	<b>\$49,456</b>	<b>43%</b>	<b>\$64,530</b>	<b>\$2,473</b>

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# AIA Document G703™ - 1992

## Continuation Sheet

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: **2**  
 APPLICATION DATE: **4/13/2010**  
 PERIOD TO:  
 ARCHITECT'S PROJECT NO:

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)							
	<b>Total from previous page</b>	<b>\$113,986</b>	<b>\$5,120</b>		<b>\$5,217</b>	<b>\$39,119</b>	<b>\$49,456</b>	<b>43%</b>	<b>\$64,530</b>	<b>\$2,473</b>
	<b>PR #2-Tech Material Labor</b>	<b>\$9,589 \$4,581</b>			<b>\$2,291</b>	<b>\$9,589</b>	<b>\$2,291</b>	<b>100% 50%</b>	<b>\$0 \$2,290</b>	<b>\$479 \$115</b>
	<b>PR #3-Tech Material Labor</b>	<b>\$2,716 \$3,050</b>			<b>\$1,525</b>	<b>\$2,716</b>	<b>\$1,525</b>	<b>100% 50%</b>	<b>\$0 \$1,525</b>	<b>\$136 \$76</b>
	<b>PR #4-Tech Material Labor</b>	<b>\$3,879 \$2,980</b>			<b>\$1,490</b>	<b>\$3,879</b>	<b>\$1,490</b>	<b>100% 50%</b>	<b>\$0 \$1,490</b>	<b>\$194 \$75</b>
		<b>\$140,781</b>	<b>\$5,120</b>		<b>\$10,523</b>	<b>\$55,303</b>	<b>\$70,946</b>	<b>50%</b>	<b>\$69,835</b>	<b>\$3,548</b>

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Inver Grove  
Schedule of Values  
4/13/2010

	Bid	Bill #1	Bill #2	% Complete
<b>Phase #1</b>				
<b>271100 Communications Equipment Rooms</b>				
Material	\$11,940.84	\$0.00	\$11,940.84	100%
Labor	\$1,680.00	\$0.00	\$504.00	30%
<b>271300 Communications Backbone Cabling</b>				
Material	\$9,200.00	\$0.00		0%
Labor	\$2,500.00	\$0.00		0%
<b>271500 Communications Horizontal Cabling</b>				
Material	\$15,254.25	\$15,254.25		100%
Labor	\$12,618.00	\$5,120.00	\$3,712.60	70%
<b>271600 Communications Connecting Cords</b>				
Material	\$5,200.00	\$0.00		0%
<b>271700 CATV RF Distribution System</b>				
Material	\$900.00	\$790.81		88%
Labor	\$1,012.00	\$0.00		0%
<b>271800 Communications Labeling</b>				
Labor	\$2,040.00	\$0.00		0%
<b>271900 Overhead Paging System</b>				
Material	\$4,100.00	\$0.00	\$4,100.00	100%
Labor	\$2,000.00	\$0.00	\$1,000.00	50%
<b>Phase #2</b>				
<b>271100 Communications Equipment Rooms</b>				
Material	\$11,940.84	\$0.00		0%
Labor	\$1,546.40	\$0.00		0%
<b>271300 Communications Backbone Cabling</b>				
Material	\$3,266.44	\$0.00		0%
Labor	\$1,524.00	\$0.00		0%
<b>271500 Communications Horizontal Cabling</b>				
Material	\$10,347.00	\$6,323.25		61%
Labor	\$9,230.00	\$0.00		0%
<b>271600 Communications Connecting Cords</b>				
Material	\$1,909.76	\$0.00		0%
<b>271700 CATV RF Distribution System</b>				
Material	\$710.02	\$710.02		100%
Labor	\$420.40	\$0.00		0%
<b>271800 Communications Labeling</b>				
Labor	\$1,223.20	\$0.00		0%
<b>271900 Overhead Paging System</b>				
Material	\$2,262.85	\$0.00		0%
Labor	\$1,160.00			0%
<b>PR #2-Tech</b>				
<b>Install backbone from Dmarc to Rm 1159</b>				
Material	\$5,925.90		\$5,925.90	100%
Labor	\$3,241.56		\$1,620.78	50%
<b>Install backbone from Dmarc to Rm 2216</b>				
Material	\$2,658.16		\$2,658.16	100%
Labor	\$900.00		\$450.00	50%
<b>Install patch cord from Rm 1159 - Rm 1115</b>				
Material	\$73.27		\$73.27	100%
Labor	\$135.00		\$67.50	50%
<b>Install RG11 from Rm 1115 to Rm 1208</b>				
Material	\$803.44		\$803.44	100%

Inver Grove  
Schedule of Values  
4/13/2010

<b>Upgrade SM connectors</b>	<b>Labor</b>	\$304.56		\$152.28	50%
	<b>Material</b>	\$128.55		\$128.55	100%
	<b>Material</b>	<b>\$9,589.32</b>		<b>\$9,589.32</b>	100%
	<b>Labor</b>	<b>\$4,581.12</b>		<b>\$2,290.56</b>	50%
	<b>PR #2 Total</b>	<b>\$14,170.44</b>		<b>\$11,879.88</b>	84%
<b><u>PR #3-Tech</u></b>					
<b>Install backbone from Rm 1159 to Rm 2144</b>					
	<b>Material</b>	\$2,021.45		\$2,021.45	100%
	<b>Labor</b>	\$2,297.80		\$1,148.90	50%
<b>Install plywood in telecom rms</b>					
	<b>Material</b>	\$694.16		\$694.16	100%
	<b>Labor</b>	\$752.00		\$376.00	50%
	<b>Material</b>	<b>\$2,715.61</b>		<b>\$2,715.61</b>	100%
	<b>Labor</b>	<b>\$3,049.80</b>		<b>\$1,524.90</b>	50%
	<b>PR #3 Total</b>	<b>\$5,765.41</b>		<b>\$4,240.51</b>	74%
<b><u>PR #4-Tech</u></b>					
<b>Install paging</b>					
	<b>Material</b>	\$3,878.61		\$3,878.61	100%
	<b>Labor</b>	\$2,979.57		\$1,489.79	50%
	<b>PR #4 Total</b>	<b>\$6,858.18</b>		<b>\$5,368.40</b>	78%
	<b>Total Material</b>	<b>\$93,215.54</b>	<b>\$23,078.33</b>	<b>\$32,224.38</b>	<b>59%</b>
	<b>Total Labor</b>	<b>\$47,564.49</b>	<b>\$5,120.00</b>	<b>\$10,521.85</b>	<b>33%</b>
	<b>Grand Total</b>	<b>\$140,780.03</b>	<b>\$28,198.33</b>	<b>\$42,746.23</b>	<b>50%</b>

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**APPROVE ADDITIONAL SERVICES WITH MCGHIE BETTS, INC. FOR INFILTRATION TESTING AS REQUIRED BY CITY ENGINEER**

Meeting Date: April 26, 2010  
Item Type: Consent  
Contact: JTeppen, Asst City Admin  
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

**PURPOSE/ACTION REQUESTED** Consider approval of additional services with McGhie Betts, inc. for Infiltration testing as required by the City Engineer.

**SUMMARY** The City Engineer is requiring soil testing to measure the infiltration capacity of the soils below the proposed infiltration devices (bio-filtration devices, filtration swales, infiltration gardens, porous pavement, etc.) in order to determine that the existing subsoil's infiltration capacity will meet the design assumptions. It is typical that a designer present assumed values in the initial design and once the existing soil conditions are verified, they make adjustments to the design to accommodate actual conditions.

The funds for this contract don't come out of the construction contract (the bonds). The funds come from the internal sources the Council previously discussed; the MIS Fund, the City Facilities Fund, the Water and Sewer Funds, the Closed Bond Fund and the Host Community Fund.

We had \$107,394 budgeted for testing/other permits and have committed to \$80,212 in expenses to date from this line.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**APPROVE ADDITIONAL SERVICES WITH MCGHIE BETTS, INC. FOR ASBESTOS SAMPLING, ANALYSIS AND REPORT**

Meeting Date: April 26, 2010  
Item Type: Consent  
Contact: JTeppen, Asst City Admin  
Prepared by:  
Reviewed by:

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

**PURPOSE/ACTION REQUESTED** Consider approval of additional services with McGhie Betts, inc. for Asbestos Sampling, Analysis and Reporting.

**SUMMARY** Minnesota law requires that all structures undergoing a renovation are tested for hazardous materials. McGhie Betts, inc. has submitted an additional services agreement under their contract to complete the testing, sampling and reporting. The cost for this is \$1,450.00.

The funds for this contract don't come out of the construction contract (the bonds). The funds come from the internal sources the Council previously discussed; the MIS Fund, the City Facilities Fund, the Water and Sewer Funds, the Closed Bond Fund and the Host Community Fund.

We had \$107,394 budgeted for testing/other permits and have committed to \$80,212 in expenses to date from this line.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Accept Proposal for Street Patching Services**

Meeting Date: April 26, 2010  
 Item Type: Consent  
 Contact: Barry Underdahl, 651.775.3319  
 Prepared by: Scott D. Thureen, Public Works Director  
 Reviewed by: *SDT*

<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**

Accept proposal for street patching services.

**SUMMARY**

Each year, the Street Maintenance budget includes funding to hire contractors to assist with pothole patching, if needed. We will need the assistance of a contractor this year. Street Maintenance personnel are doing a significant amount of additional work for storm water pond maintenance. In addition, Streets is short-staffed. One vacant full-time position and all seasonal positions were not filled to help address budget issues.

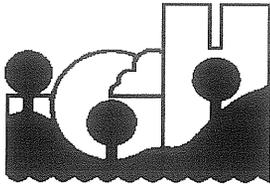
The proposed work would address all patching on twenty-four City streets using a technique called spray patching. We used it last year with very good results. The experiences of Mn/DOT and other road agencies is that this method lasts longer than the standard method of patching.

Two quotes were received:

RCM Specialties Inc.	\$86,625.00
Minnesota Asphalt Maintenance	\$88,798.00

I recommend accepting the proposal from RCM Specialties, Inc. in an amount not to exceed \$86,625.00. The work would be funded from Street Maintenance budget line item 101-5200-443.40-46.

SDT/kf  
 Attachments: Memo from Barry Underdahl  
 Proposals



City of Inver Grove Heights  
Streets/Central Equipment

## MEMORANDUM

TO : Scott Thureen  
FROM : Barry Underdahl  
SUBJECT : Street Maintenance  
DATE : 4-21-2010

---

### Background

Each year the Street Department seeks the help of contractors to keep up with the amount of patching that is necessary. I have received quotes from RCM Specialties and Minnesota Asphalt Maintenance for Injection Spray Patching. This patching process works well on streets that do not require large patches or overlays. It consists of the same type of oil and rock used to sealcoat our streets. This process blends in better than conventional patching methods and can last longer as well. The State of Minnesota also uses this method and has recently contracted with RCM Specialties.

Additional quotes for other methods of patching will follow as they are prepared.

### Recommendation

I recommend accepting the following quote:

RCM Specialties Inc. for Injection Spray Patching of 24 city streets using 322 tons of FA2 rock for a total cost of \$86,625.00.

This item would be paid from budget line item 101-5200-443-40-46.



Minnesota Asphalt Maintenance  
 Office: 763-753-0586 Fax: (763) 586-0945  
 821 66th Ave. NE  
 Fridley, MN 55432

(763)753-0586  
 mpicott@minnesotaasphalt.com

# Estimate

DATE	ESTIMATE #
04/10/2010	8398
EXP. DATE	

ADDRESS
Barry Underdahl City of Inver Grove Heights Inver Grove Heights, MN MN

Activity	Quantity	Rate	Amount
<ul style="list-style-type: none"> <li>Spray Injection Patching. Aprox 318 ton of material for project as per maps provided by city/24 streets. Areas to be cleaned with high volume air and CRS-2 tack coat applied. Covered with dry top coat to prevent tracking.</li> </ul>	1	88,798.00	88,798.00
<ul style="list-style-type: none"> <li>All Material is Guranteed to be as specified. All work to be completed in a workman like manner according to stander practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimate. Contractor to carry necessary Insurance including Workman's Compensation Insurance. No bonds or permits included.</li> </ul> <p>Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions. Under MN law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.</p>	1	0.00	0.00
<b>TOTAL</b>			<b>\$88,798.00</b>

Payment Terms 30% Down, Balance Net 15.

This Proposal may be withdrawn at our option if not accepted within 7 days of submission.

Accepted By: \_\_\_\_\_ Accepted Date: \_\_\_\_\_

---

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

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ATTORNEYS AT LAW

TIMOTHY J. KUNTZ  
DANIEL J. BEESON  
\*KENNETH J. ROHLF  
◊STEPHEN H. FOCHLER  
◊JAY P. KARLOVICH  
ANGELA M. LUTZ AMANN  
\*KORINE L. LAND  
ANN C. O'REILLY  
◻\*DONALD L. HOEFT  
DARCY M. ERICKSON  
DAVID S. KENDALL  
BRIDGET McCAULEY NASON  
DAVID B. GATES  
•  
HAROLD LEVANDER  
1910-1992  
•  
ARTHUR GILLEN  
1919-2005  
•  
• ROGER C. MILLER  
1924-2009

## MEMO

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

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**TO: Mayor and City Councilmembers**  
**FROM: Timothy J. Kuntz, City Attorney**  
**DATE: April 22, 2010**  
**RE: Approving Various Easements for Project 2010-09D – South Grove Urban  
Reconstruction Area 5**

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**Section 1. Background.** During the 2010 construction season, the City will be constructing Project 2010-09D, South Grove Urban Reconstruction Area 5 (the Project). In order to construct the Project, it is necessary to acquire various easements from the following three properties:

- 4046 – 75<sup>th</sup> Street East
- 7525 Dehrer Court
- 7535 Dehrer Court.

The City's Public Works Department and the City's Consulting Engineer (Kimley-Horn) have met with the landowners and have obtained the easements or are in the process of obtaining the easements. The easements are being conveyed to the City without cost to the City.

**Section 2. Council Action.** The Council is asked to consider the attached Resolution approving the easements.

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

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

**RESOLUTION APPROVING VARIOUS EASEMENTS FOR  
PROJECT 2010-09D – SOUTH GROVE URBAN RECONSTRUCTION AREA 5**

**WHEREAS**, during the 2010 construction season, the City will be constructing Project 2010-09D, South Grove Urban Reconstruction Area 5 (the Project). In order to construct the Project, it is necessary to acquire various easements from the following three properties:

- 4046 – 75<sup>th</sup> Street East
- 7525 Dehrer Court
- 7535 Dehrer Court.

**WHEREAS**, the City’s Public Works Department and the City’s Consulting Engineer (Kimley-Horn) have met with the landowners and have obtained the easements or are in the process of obtaining the easements. The easements are being conveyed to the City without cost to the City.

**NOW THEREFORE, BE IT RESOLVED**, by the City Council of the City of Inver Grove Heights, Minnesota, as follows:

- 1.) The City Council approves the attached permanent and temporary easements affecting the following properties:
  - 4046 – 75<sup>th</sup> Street East – temporary easement
  - 7525 Dehrer Court – permanent and temporary easement
  - 7535 Dehrer Court – permanent and temporary easement.
- 2.) The Mayor and Deputy Clerk are authorized to execute the easements. The forms of the easements are subject to the approval of the City Attorney.

Adopted by the City Council of the City of Inver Grove Heights this 26<sup>th</sup> day of April, 2010.

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

Attest:

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

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**  
**7535 DEHRER COURT**

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT, made, granted and conveyed this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between **Adam Wallace** and \_\_\_\_\_, husband and wife, hereinafter collectively referred to as the “Owner,” and the City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as the “City.”

The Owner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A** (hereinafter “Owner’s Property”).

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

**A temporary easement for grading, sloping and construction purposes, and all such purposes ancillary, incident or related thereto** (hereinafter “Temporary Construction Easement”) under, over, across, through and upon that real property identified and legally described on **Exhibit B**, (hereinafter the “Temporary Construction Easement Area”) attached hereto and incorporated herein by reference. This Temporary Easement shall automatically expire on July 31, 2011.

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

- a.) to enter upon the Temporary Construction Easement Area during the term of its existence for the purposes of construction, inspection, grading, sloping, and restoration relating to the purposes of this Temporary Construction Easement Agreement; and
- b.) to maintain the Temporary Construction Easement Area during the term of its existence, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- c.) to remove from the Temporary Construction Easement Area during the term of its existence trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Temporary Construction Easement Area; and

- d.) to remove or otherwise dispose of all earth or other material excavated from the Temporary Construction Easement Area during the term of its existence as the City may deem appropriate.

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

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

The Owner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Temporary Construction Easement Area described on Exhibit B, and has good right to grant and convey the Temporary Construction Easement rights described herein to the City.

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





**EXHIBIT A**  
**OF THE TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**  
**LEGAL DESCRIPTION OF OWNER'S PROPERTY**  
**(abstract property)**

All that part of the North 1/3 of the North 1/2 of the Southwest 1/4 of Section 11, Township 27, Range 22, Dakota County, Minnesota described as follows, to-wit:

Commencing at the Northwest corner of the Southwest 1/4 of said Section 11, aforesaid, thence East on the North line of said Northwest 1/4 391.3 feet, thence South at right angles to said North line, 237.2 feet to the point of beginning of this tract to be described, thence West at right angles 125 feet, thence South at right angles 80 feet, thence East at right angles 125 feet, thence North 80 feet to the point of beginning, according to the government survey thereof.

That part of the North 1/3 of the North 1/2 of the Southwest 1/4, Section 11, Township 27, Range 22, Dakota County, Minnesota as follows:

Commencing at the West Quarter corner of Section 11; thence East parallel with 75<sup>th</sup> Street a distance of 391.3 feet; thence South at 90 degrees a distance of 150.2 feet to an iron stake, this being the point of beginning; thence South a distance of 167 feet; thence East parallel with 75<sup>th</sup> Street a distance of 20 feet; thence 90 degrees North parallel with Dawn Avenue a distance of 167 feet; thence West parallel with 75<sup>th</sup> Street to a distance of 20 feet to the point of beginning.

**EXHIBIT B**  
**OF THE TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**  
**LEGAL DESCRIPTION OF**  
**THE TEMPORARY CONSTRUCTION EASEMENT AREA**  
**(abstract property)**

The North 34.00 feet of the East 34.00 feet, excepting therefrom the North 24.00 feet of the East 24.00 feet, and the East 10.00 feet of the South 20.00 feet of the North 54.00 feet of all that part of the North 1/3 of the North 1/2 of the Southwest 1/4 of Section 11, Township 27, Range 22, Dakota County, Minnesota described as follows, to-wit:

Commencing at the Northwest corner of the Southwest 1/4 of said Section 11, aforesaid; thence East on the North line of said Northwest 1/4 391.3 feet; thence South at right angles to said North line, 237.2 feet to the point of beginning of this tract to be described; thence West at right angles 125 feet; thence South at right angles 80 feet; thence East at right angles 125 feet; thence North 80 feet to the point of beginning, according to the government survey thereof.

**PERMANENT PUBLIC STREET, DRAINAGE AND UTILITY EASEMENT**  
**AGREEMENT FOR 7535 DEHRER COURT**

THIS PERMANENT PUBLIC STREET, DRAINAGE AND UTILITY EASEMENT AGREEMENT, made, granted and conveyed this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between **Adam Wallace** and \_\_\_\_\_, husband and wife, hereinafter collectively referred to as the “Owner,” and the City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as the “City.”

The Owner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A** (hereinafter “Owner’s Property”).

The Owner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby conveys and quitclaims to the City, its successors and assigns, the following:

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

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

**EXEMPT FROM STATE DEED TAX**

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

- a.) to enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Permanent Easement; and
- b.) to maintain the Permanent Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- c.) to remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Permanent Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate.

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

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

The Owner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, the right of after acquired title to the Permanent Easement granted and conveyed in this Agreement provided that the Owner receives title to all or part of the Permanent Easement Area after the recording of this Agreement.

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





**EXHIBIT A**  
**OF THE PERMANENT PUBLIC STREET, DRAINAGE AND UTILITY EASEMENT**  
**AGREEMENT**  
**LEGAL DESCRIPTION OF OWNER'S PROPERTY**  
**(abstract property)**

All that part of the North 1/3 of the North 1/2 of the Southwest 1/4 of Section 11, Township 27, Range 22, Dakota County, Minnesota described as follows, to-wit:

Commencing at the Northwest corner of the Southwest 1/4 of said Section 11, aforesaid, thence East on the North line of said Northwest 1/4 391.3 feet, thence South at right angles to said North line, 237.2 feet to the point of beginning of this tract to be described, thence West at right angles 125 feet, thence South at right angles 80 feet, thence East at right angles 125 feet, thence North 80 feet to the point of beginning, according to the government survey thereof.

That part of the North 1/3 of the North 1/2 of the Southwest 1/4, Section 11, Township 27, Range 22, Dakota County, Minnesota as follows:

Commencing at the West Quarter corner of Section 11; thence East parallel with 75<sup>th</sup> Street a distance of 391.3 feet; thence South at 90 degrees a distance of 150.2 feet to an iron stake, this being the point of beginning; thence South a distance of 167 feet; thence East parallel with 75<sup>th</sup> Street a distance of 20 feet; thence 90 degrees North parallel with Dawn Avenue a distance of 167 feet; thence West parallel with 75<sup>th</sup> Street to a distance of 20 feet to the point of beginning.

**EXHIBIT B**  
**OF THE PERMANENT PUBLIC STREET, DRAINAGE AND UTILITY EASEMENT**  
**AGREEMENT**  
**LEGAL DESCRIPTION OF**  
**THE PERMANENT STREET, DRAINAGE AND UTILITY EASEMENT AREA**  
**(abstract property)**

All that part of the North 1/3 of the North 1/2 of the Southwest 1/4, Section 11, Township 27, Range 22, Dakota County, Minnesota as follows:

Commencing at the West Quarter corner of Section 11; thence East parallel with 75<sup>th</sup> Street a distance of 391.3 feet; thence South at 90 degrees a distance of 150.2 feet to an iron stake, this being the point of beginning; thence South a distance of 167 feet; thence East parallel with 75<sup>th</sup> Street a distance of 20 feet; thence 90 degrees North parallel with Dawn Avenue a distance of 167 feet; thence West parallel with 75<sup>th</sup> Street to a distance of 20 feet to the point of beginning.

And,

The North 24.00 feet of the East 24.00 feet of all that part of the North 1/3 of the North 1/2 of the Southwest 1/4 of Section 11, Township 27, Range 22, Dakota County, Minnesota described as follows, to-wit:

Commencing at the Northwest corner of the Southwest 1/4 of said Section 11, aforesaid; thence East on the North line of said Northwest 1/4 391.3 feet; thence South at right angles to said North line, 237.2 feet to the point of beginning of this tract to be described; thence West at right angles 125 feet; thence South at right angles 80 feet; thence East at right angles 125 feet; thence North 80 feet to the point of beginning, according to the government survey thereof.

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**  
**7525 DEHRER COURT**

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT, made, granted and conveyed this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between **Marc Sandler**, a single person, hereinafter referred to as the "Owner," and the **City of Inver Grove Heights**, a Minnesota municipal corporation, hereinafter referred to as the "City."

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

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

**A temporary easement for grading, sloping and construction purposes, and all such purposes ancillary, incident or related thereto** (hereinafter "Temporary Construction Easement") under, over, across, through and upon that real property identified and legally described on **Exhibit B**, (hereinafter the "Temporary Construction Easement Area") attached hereto and incorporated herein by reference. This Temporary Easement shall automatically expire on July 31, 2011.

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

- a.) to enter upon the Temporary Construction Easement Area during the term of its existence for the purposes of construction, inspection, grading, sloping, and restoration relating to the purposes of this Temporary Construction Easement Agreement; and
- b.) to maintain the Temporary Construction Easement Area during the term of its existence, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- c.) to remove from the Temporary Construction Easement Area during the term of its existence trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Temporary Construction Easement Area; and

- d.) to remove or otherwise dispose of all earth or other material excavated from the Temporary Construction Easement Area during the term of its existence as the City may deem appropriate.

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

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

The Owner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Owner's Property described on Exhibit A, and the Temporary Construction Easement Area described on Exhibit B, and has good right to grant and convey the Temporary Construction Easement rights described herein to the City.

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

**IN TESTIMONY WHEREOF**, the Owner and the City have caused this Temporary Construction Easement Agreement to be executed as of the day and year first above written.

**Owner:**

Signature: \_\_\_\_\_

Print Name: Marc Sandler

STATE OF MINNESOTA    )  
  )        ss.  
COUNTY OF DAKOTA    )

On this \_\_\_\_ day of \_\_\_\_\_, 2010, before me a Notary Public within and for said County, personally appeared **Marc Sandler**, a single person, 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



**EXHIBIT A**  
**OF THE TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**  
**LEGAL DESCRIPTION OF OWNER'S PROPERTY**  
**(abstract property)**

Parcel A:

All that part of the North  $\frac{1}{3}$  of the North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of Section 11, Township 27, Range 22, Dakota County, Minnesota described as follows:

Commencing at the Northwest corner of aforesaid tract; thence East on the North line 391.3 feet; thence South at right angles 157.2 feet to the point of beginning; thence West at right angles 125 feet; thence South at right angles 80 feet; thence East at right angles 125 feet; thence North 80 feet to the point of beginning.

AND

Parcel B:

That part of the Southwest  $\frac{1}{4}$  of Section 11, Township 27, Range 22, Dakota County, Minnesota, described as follows, to-wit:

Commencing at the Southeast corner of Lot 2, Block 1, Amos Addition; thence South 7.2 feet, more or less, to the Northeast corner of Parcel "A"; thence West along the North line, of said parcel 125 feet to the Northwest corner thereof; thence North 7.2 feet, more or less, to the South line of Lot 3 of said Block 1, Amos Addition, and thence East along the South line of said Lots 2 and 3 to the place of beginning.

**EXHIBIT B**  
**OF THE TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**  
**LEGAL DESCRIPTION OF**  
**THE TEMPORARY CONSTRUCTION EASEMENT AREA**  
**(abstract property)**

The East 10.00 feet of Parcel A described below; along with the South 10.00 feet of the West 24.00 feet of the East 34.00 feet of Parcel A described below; and, the East 10.00 feet of Parcel B described below:

Parcel A:

All that part of the North  $\frac{1}{3}$  of the North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of Section 11, Township 27, Range 22, Dakota County, Minnesota described as follows:

Commencing at the Northwest corner of aforesaid tract; thence East on the North line 391.3 feet; thence South at right angles 157.2 feet to the point of beginning; thence West at right angles 125 feet; thence South at right angles 80 feet; thence East at right angles 125 feet; thence North 80 feet to the point of beginning.

AND

Parcel B:

That part of the Southwest  $\frac{1}{4}$  of Section 11, Township 27, Range 22, Dakota County, Minnesota, described as follows, to-wit:

Commencing at the Southeast corner of Lot 2, Block 1, Amos Addition; thence South 7.2 feet, more or less, to the Northeast corner of Parcel "A"; thence West along the North line, of said parcel 125 feet to the Northwest corner thereof; thence North 7.2 feet, more or less, to the South line of Lot 3 of said Block 1, Amos Addition, and thence East along the South line of said Lots 2 and 3 to the place of beginning.

**PERMANENT PUBLIC STREET, DRAINAGE AND UTILITY EASEMENT  
AGREEMENT FOR 7525 DEHRER COURT**

THIS PERMANENT PUBLIC STREET, DRAINAGE AND UTILITY EASEMENT AGREEMENT, made, granted and conveyed this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between **Marc Sandler**, a single person, hereinafter referred to as the “Owner,” and the City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as the “City.”

The Owner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A** (hereinafter “Owner’s Property”).

The Owner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby conveys and quitclaims to the City, its successors and assigns, the following:

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

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

**EXEMPT FROM STATE DEED TAX**

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

- a.) to enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Permanent Easement; and
- b.) to maintain the Permanent Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- c.) to remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Permanent Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate.

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

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

The Owner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, the right of after acquired title to the Permanent Easement granted and conveyed in this Agreement provided that the Owner receives title to all or part of the Permanent Easement Area after the recording of this Agreement.

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

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

**Owner:**

Signature: \_\_\_\_\_

Print Name: Marc Sandler

STATE OF MINNESOTA    )  
  )  
COUNTY OF DAKOTA    )        ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2010, before me a Notary Public within and for said County, personally appeared **Marc Sandler**, a single person, 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



**EXHIBIT A**  
**OF THE PERMANENT PUBLIC STREET, DRAINAGE AND UTILITY EASEMENT**  
**AGREEMENT**  
**LEGAL DESCRIPTION OF OWNER'S PROPERTY**  
**(abstract property)**

Parcel A:

All that part of the North  $\frac{1}{3}$  of the North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of Section 11, Township 27, Range 22, Dakota County, Minnesota described as follows:

Commencing at the Northwest corner of aforesaid tract; thence East on the North line 391.3 feet; thence South at right angles 157.2 feet to the point of beginning; thence West at right angles 125 feet; thence South at right angles 80 feet; thence East at right angles 125 feet; thence North 80 feet to the point of beginning.

AND

Parcel B:

That part of the Southwest  $\frac{1}{4}$  of Section 11, Township 27, Range 22, Dakota County, Minnesota, described as follows, to-wit:

Commencing at the Southeast corner of Lot 2, Block 1, Amos Addition; thence South 7.2 feet, more or less, to the Northeast corner of Parcel "A"; thence West along the North line, of said parcel 125 feet to the Northwest corner thereof; thence North 7.2 feet, more or less, to the South line of Lot 3 of said Block 1, Amos Addition, and thence East along the South line of said Lots 2 and 3 to the place of beginning.

**EXHIBIT B**  
**OF THE PERMANENT STREET, DRAINAGE AND UTILITY EASEMENT**  
**AGREEMENT**  
**LEGAL DESCRIPTION OF**  
**THE PERMANENT STREET, DRAINAGE AND UTILITY EASEMENT AREA**  
**(abstract property)**

All that part of the North  $\frac{1}{3}$  of the North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$ , Section 11, Township 27, Range 22, Dakota County, Minnesota as follows:

Commencing at the West Quarter corner of Section 11; thence East parallel with 75<sup>th</sup> Street a distance of 391.3 feet; thence South at 90 degrees a distance of 150.2 feet to an iron stake, this being the point of beginning; thence South a distance of 167 feet; thence East parallel with 75<sup>th</sup> Street a distance of 20 feet; thence 90 degrees North parallel with Dawn Avenue a distance of 167 feet; thence West parallel with 75<sup>th</sup> Street to a distance of 20 feet to the point of beginning.

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**  
**4046 75TH STREET EAST**

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT, made, granted and conveyed this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between Andrew Vogelgesang and Diane Vogelgesang, husband and wife, hereinafter collectively referred to as the “Owner,” and the City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as the “City.”

The Owner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A** (hereinafter “Owner’s Property”).

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

**A temporary easement for grading, sloping and construction purposes, and all such purposes ancillary, incident or related thereto** (hereinafter “Temporary Construction Easement”) under, over, across, through and upon that real property identified and legally described on **Exhibit B**, (hereinafter the “Temporary Construction Easement Area”) attached hereto and incorporated herein by reference. This Temporary Easement shall automatically expire on July 31, 2011.

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

- a.) to enter upon the Temporary Construction Easement Area during the term of its existence for the purposes of construction, inspection, grading, sloping, and restoration relating to the purposes of this Temporary Construction Easement Agreement; and
- b.) to maintain the Temporary Construction Easement Area during the term of its existence, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- c.) to remove from the Temporary Construction Easement Area during the term of its existence trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Temporary Construction Easement Area; and

- d.) to remove or otherwise dispose of all earth or other material excavated from the Temporary Construction Easement Area during the term of its existence as the City may deem appropriate.

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

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

The Owner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Owner's Property described on Exhibit A, and the Temporary Construction Easement Area described on Exhibit B, and has good right to grant and convey the Temporary Construction Easement rights described herein to the City.

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





**EXHIBIT A**  
**OF THE TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**  
**LEGAL DESCRIPTION OF OWNER'S PROPERTY**  
**(abstract property)**

Lot 1, Block 1, Zachman's First, Dakota County, Minnesota.

**EXHIBIT B**  
**OF THE TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**  
**LEGAL DESCRIPTION OF**  
**THE TEMPORARY CONSTRUCTION EASEMENT AREA**  
**(abstract property)**

The East 10.00 feet of Lot 1, Block 1, Zachman's First, Dakota County, Minnesota.

## CITY SERVICES

- ◆ The City will need a tool to help them evaluate the priority need for providing services. In addition the Council recognizes the community is changing and wants to plan for how that change will affect the mix of services as well as the ability to pay for those services.

- Development of an Evaluation Matrix
- Establishment of Performance Standards

- ◆ Community Survey

**Timeframe** – after acceptance of City Goals

July 2010 -meet with Consultant to determine questions, scope

September 2010- Survey conducted

November 2010—information compiled and presented to Council

January 2012 – Plan for continuation of survey to compare data, benchmark and evaluate progress

**Party Responsible:** Coordinated effort between Administration and Parks & Recreation  
Assistant City Administrator, P&R Director

**Funding Source:** Active Living Grant (Dakota County) (\$7,000)  
General Fund (\$8,500)

- ◆ Vision statement development

**Timeframe** – ongoing and through Council Work Sessions

May 2010 – start of 2011 budget process

December 2010 – completion of Vision discussions and decision to adopt, communicate and publish on all City communications

**Party Responsible:** City Administrator

## SUSTAINABLE PUBLIC FACILITIES

- ◆ In order to provide public facilities that will meet the needs of the community, the City must continue to examine, plan for, build or remodel facilities. In addition, the City needs to recognize the need for and importance of a preventative maintenance program.

- Preparation and presentation of a Needs Analysis and location study for an additional Fire Station – along with this study, the City will evaluate the current locations and their use

**Timeframe** –

May 2010 – determination and formulation of Study Group

June 2010 – begin process

January 2011 – return to Council with presentation and recommendations

June 2011 – hire Architect and begin design plans

Spring 2012 – begin construction of new Fire Station

**Party Responsible:** Fire Chief

**Funding Source:** 2010 General Fund-Study budgeted

- Preparation and presentation of a Needs Analysis and Operational Utilization of existing Public Works Space

**Timeframe**

January 2011 – begin process to consider internal or external analysis

July 2011 – completion of process and presentation to Council

2012 – consider Architect and begin design plans

May 2013 – possible construction

**Party Responsible:** Public Works Director

- Preparation and presentation of a Preventative Maintenance Program for all public buildings complete with staffing determination

**Timeframe**

July 2011 – consider as a part of the 2012 Budget process

January 2012 – in conjunction with first full year of operation of both the Public Safety Addition and remodeled City Hall

**Party Responsible:** City Administrator, Assistant City Administrator and Finance Director

## ECONOMIC DEVELOPMENT

- ◆ Examination of the role of the Economic Development Authority and tools available to retain and expand existing businesses and attract new businesses

- Re-establish the City EDA, meet regularly and develop a work plan

**Timeframe –**

June 2010 – examine regulations establishing and maintain the EDA

July 2010 – start regular meetings of the EDA

**Party Responsible:** Community Development Director, City Administrator

- ◆ Work with Progress Plus to establish Re-Development Plans for Concord Boulevard area and work on a future project to revitalize a designated portion of the area

**Timeframe**

September 2010 – begin process to hire consultant to assist in planning

January 2011 – begin with neighborhood meetings to gather input

February 2011- take input from Developers about product type, mix and marketability

July 2011- presentation of preliminary plan to Council, public and businesses

**Party Responsible:** Community Development Director

- ◆ Northwest Area + Transportation – this is a combination of two goals for the City; looking at and preparing for growth and change in the Northwest area and the transportation related changes surrounding that, as well as connection with and cohesion with existing local transportation system

**Timeframe**

July 2010- annual review of original NW Area planning/financing

August 2010 – begin process of planning and review of local road placement

January 2011- accept and finalize NW Area local road plan

**Party Responsible:** Community Development Director, Public Works Director, Finance Director

## HOUSING

- ◆ Work plan and funding for recommendations from Housing Task Force

**Timeframe**

June 2010 – receive report from Housing Task Force, discuss

July 2010 – prioritize and budget

January 2011 – begin program

- ❖ Discuss a Rental Housing Inspection and Licensing program
- ❖ Discuss a Point of Sale housing Inspection program

**Party Responsible:** Community Development Director

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Disposal of Hockey Rink Equipment from Cameron Park**

Meeting Date: April 26, 2010  
 Item Type: Consent Agenda  
 Contact: Eric Carlson – 651.450.2587  
 Prepared by: Eric Carlson  
 Reviewed by: Mark Borgwardt – Parks

**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**

Authorize the sale of the hockey rink board, lighting and related electrical equipment to Total Construction in the amount of \$1,151.

**SUMMARY**

The City of Inver Grove Heights is selling Cameron Park, 6501 Concord Blvd., to Cameron Liquors. As a part of the purchase agreement the City is responsible to remove the existing hockey rink and related lighting/electrical systems.

After assessing the quality of the boards and lighting equipment it was determined that there wasn't a reasonable public reuse of the property. An ad was placed which solicited bids for the purchase and removal of the property. One sole bid was received as follows:

Total Construction    \$1,151.00

Total Construction is responsible to remove all of the property by May 14<sup>th</sup> at its expense and pay the City for the property.

City of Inver Grove Heights  
Parks Division

Surplus Park Property for Sale

1 – 85'x200' Wood Hockey Rink with Steel Posts, Fence Fabric and Associated Angle Irons and Hardware.

**And/Or**

Hockey Lighting Including 4 Wooden Poles, 13 Lighting Fixtures, Wiring, Electrical Panels and Hardware.

The City of Inver Grove Heights Parks Division is seeking sealed bids for the surplus property listed above. Anyone interested may submit their sealed bid as follows:

- On your bid, include a description of the property and your bid price.
- Clearly write your NAME, your mailing ADDRESS, and PHONE NUMBER.
- Seal your bid in an envelope and write "Sealed Bid" on the outside of the envelope.
- Submit to:  
Mark Borgwardt  
Parks Superintendent  
City of Inver Grove Heights  
8168 Barbara Avenue  
Inver Grove Heights, Minnesota 55077
- Hockey rink and/or electrical property may be inspected at:  
Cameron Park  
6501 Concord Boulevard  
Inver Grove Heights, Minnesota 55076
- Bid must include disassembly of hockey rink and removal of all materials from site and/or disassembly of electrical property and removal of all materials from site, as described above.
- Sealed bids must be received by 3:00 p.m. on Friday April 16, 2010. City Council to award bid at City Council on Monday April 26, 2010.
- Property must be paid for and the disassembled hockey rink and/or electrical property removed from site by 3:00 p.m. on Friday May 14, 2010; otherwise the property will be awarded to the next highest bidder.
- There is no warranty or representation of condition or fitness for a particular purpose of any kind.
- Proof of insurance of general liability and workmen's compensation must be provided in bid.
- All underground utility locates are the responsibility of party removing hockey rink and/or electrical property.
- Any electrical permits required for disassembly of electrical property including poles, fixtures, electrical panels, and boxes or wiring are the responsibility of party performing described work.

If you have any questions, please contact Mark Borgwardt at 651-450-2581.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Approval of the Rock Island Swing Bridge Donation Program**

---

Meeting Date: April 26, 2010  
 Item Type: Consent Agenda  
 Contact: Tracy Petersen – 651.450.2588  
 Prepared by: Tracy Petersen  
 Reviewed by: Eric Carlson – Parks & Recreation

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

**PURPOSE/ACTION REQUESTED**

To approve the donation program for the Rock Island Swing Bridge Recreational Pier Project.

**SUMMARY**

The Rock Island Swing Bridge Recreational Pier Project is soon to begin construction this spring with an estimated completion date of October, 2010. The project is receiving federal, state and county funds. In addition, funds from the City's host community fund, closed bond fund and the park acquisition & development fund will be needed to complete the project.

**City Funding Source(s) for the Construction**

Host Community Fund	\$ 95,000
Closed Bond Fund	\$ 95,000
Park Acquisition & Development Fund	\$ 95,000

Staff is proposing the following donation program to help defer some of the cost of the project. The program would be advertised on the City's website as well as a tri-fold color brochure would be prepared for advertisement and/or distribution to promote the benefits of the project to the community.

**Rock Island Swing Bridge Recreational Pier Project Partner Program  
 "Preserve the Past-Protect the Future"**

Mississippi River Partner: \$1,000 & Up

- Name on permanent kiosk by pier
- Bridge/Pier Photo Recognition plaque
- Name listed on City website, City newsletter and local newspaper
- Recognition at City Council meeting
- Recognition and invitation to grand opening celebration

Pier Partner: \$500-999

- Bridge/Pier Photo Recognition plaque
- Name listed on City website, City newsletter and local newspaper
- Recognition at City Council meeting
- Recognition and invitation to grand opening celebration

Shore Partner: \$25-499

- Certificate of Appreciation
- Name listed on City website, City newsletter and local newspaper
- Recognition at City Council meeting
- Recognition and invitation to grand opening celebration

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Approval of Resolution Changing the Polling Location for Precinct 4 in the City**

Meeting Date: April 26, 2010  
 Item Type: Consent  
 Contact: 651.450.2513  
 Prepared by: Melissa Rheame  
 Reviewed by: N/A

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

**PURPOSE/ACTION REQUESTED:** Consider approval of a resolution changing the polling location for Precinct 4 in the City to Veterans Memorial Community Center, 8055 Barbara Ave.

**SUMMARY:**

Due to the schedule for the construction and renovation of the existing City Hall, the Council Chambers will not be available for use as a polling location during the 2010 Elections. Space and parking constraints during the transition into the Public Safety Addition will not be conducive to conducting elections or providing a secure and efficient environment for the voters in Precinct 4. To that end, staff is proposing that the polling location of Precinct 4 be changed to Veterans Memorial Community Center, located within the boundaries of Precinct 4, at 8055 Barbara Avenue. Voting will be conducted in Community Room 1 and staff will ensure that election judges adequately mark the entrance to the facility and assist voters to ensure they are in the correct precinct.

Arrangements have been made to with Dakota County Elections staff to prepare and send a notice to every affected household with at least one registered voter in the precinct. Notice is required to be sent at least 25 days before the August 10, 2010 Primary Election, however Dakota County Elections staff anticipates that the notice will be sent out in mid-June.

City staff will post information regarding the change on the City web-site and will also include information in the next edition of Insights.

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

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

**RESOLUTION AMENDING RESOLUTION NO. 5797 ESTABLISHING BOUNDARIES FOR  
VOTING PRECINCTS AND POLLING LOCATIONS FOR PRECINCTS ONE THROUGH  
TEN BY CHANGING THE POLLING LOCATION FOR PRECINCT 4 IN THE CITY**

**WHEREAS**, Resolution No. 5797 adopted by the City Council of Inver Grove Heights on August 9, 1993, established voting precinct boundaries and polling locations within the City of Inver Grove Heights, and;

**WHEREAS**, pursuant to Minnesota Election Laws 2008, Section 204B.16, Subd. 3. Designation Effective Until Changed, the designation of a polling place shall remain effective until a different polling place is designated for that precinct, and;

**WHEREAS**, for the purposes of renovation and construction The City of Inver Grove Heights will close City Hall, located at 8150 Barbara Avenue, the previously designated polling location for Precinct 4 in the City, it is necessary to designate a new polling location for voters within the boundaries of Precinct 4.

**NOW, THEREFORE BE IT RESOLVED** that the new polling location for Inver Grove Heights Precinct 4 shall be: VETERANS MEMORIAL COMMUNITY CENTER, 8055 Barbara Avenue, Inver Grove Heights, Minnesota which is located within the boundaries of Precinct 4, and;

**BE IT FURTHER RESOLVED**, that pursuant to Minnesota Election Laws 2008, Section 204B.16, Subd. 1a. Notice to Voters, the Deputy Clerk will prepare and send a notice to every affected household with at least one registered voter in the precinct as outlined by the Secretary of State and in conjunction with Dakota County Elections staff at least 25 days before the next election.

Adopted by the City Council of the City of Inver Grove Heights on this 26<sup>th</sup> day of April, 2010.

Ayes:

Nays:

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

Attest:

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

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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**ACCEPT RESIGNATIONS FROM ENVIRONMENTAL COMMISSION**

Meeting Date: April 26, 2010  
Item Type: Consent  
Contact: JTeppen, Asst. City Admin  
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

**PURPOSE/ACTION REQUESTED** Accept Brandon Wild's and Ross Berge's resignation from the Environmental Commission.

**SUMMARY** Both Ross Berge and Brandon Wild, members of the Environmental Commission have submitted their resignation to staff. Mr. Berge is returning to school full-time and Mr. Wild is moving out-of-state.

The City is currently accepting applications for the various Commissions and the Council will make their annual appointments in May.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**APPROVE POSITION DESCRIPTION FOR TECHNOLOGY MANAGER AND APPOINT PATRICK MYLAN TO THE POSITION**

Meeting Date: April 26, 2010  
Item Type: Consent  
Contact: JTeppen, Asst City Admin  
Prepared by:  
Reviewed by:

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

**PURPOSE/ACTION REQUESTED** Approve the attached position description for the Technology Manager and appoint Patrick Mylan to the position.

**SUMMARY** With the adoption of the 2010 budget the City Council approved the re-organization of the Technology Division. The division now consists of a Manager, and two technicians (a GIS technician and a PC technician).

The attached position description has been drafted for the Technology Manager position. The GIS and PC technician’s are existing positions.

The division was reorganized under the management of Patrick Mylan, GIS Specialist, and he has been heading our technology efforts since that time. His contributions thus far have been outstanding.

The salary range for the Technology Manager position falls in the Non-Union Compensation Plan. This position is proposed to be slotted in Range V of the Non-Union Compensation Plan. This move results in a salary increase for Mr. Mylan given the expanded scope of duties and responsibilities. There are adequate funds in the MIS Fund to provide for the increase.

## ***City of Inver Grove Heights***

### **POSITION DESCRIPTION**

<b><u>Position Title:</u></b>	<i>Technology Manager</i>
<b><u>Department/Location:</u></b>	<i>Administrative Services</i>
<b><u>Immediate Supervisor:</u></b>	<i>Assistant City Administrator</i>
<b><u>Latest PD Revision:</u></b>	<i>2.10</i>

***Position Summary: This position is responsible for developing and implementing a strategic plan for all information technology functions of the City including systems management, applications development, hardware/software support, personal computers and communications network support and training, troubleshooting and staff services; security and quality assurance efforts to integrate, coordinate and support all technology systems and services within the City.***

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#### **Essential Accountabilities and Expected Outcomes**

- 1) Determines and recommends action plans for the acquisition of computer systems, voice communications systems, GIS systems and related technology.
- 2) Establishes division goals and objectives
- 3) Supervises principal subordinates; reviews and evaluates employees' job performance and effectively recommends personnel actions.
- 4) Directs the provision of information services for internal customer support.
- 5) Develops and implements training and customer service programs to effectively and efficiently integrate, coordinate and support information services activities with other City divisions.
- 6) Directs preparation and administration of the Information Technology Division budget.
- 7) Provides assistance on information services budgetary issues to other impacted divisions.
- 8) Responsible for establishing and maintaining positive and respectful relationships with co-workers, City Council member and members of the public.
- 9) Assumes additional accountabilities as assigned.

**Accountabilities Shared by all City Employees:**

Developing and maintaining a thorough working knowledge of all department and City-wide policies, protocols and procedures that apply to the performance of this position.

Demonstrating by personal example the service excellence and integrity expected from all employees.

Developing respectful and cooperative working relationships with co-workers, including willing assistance to fellow employees so that their job responsibilities can be performed with confidence as quickly as possible.

Conferring regularly with and keeping one's immediate supervisor informed on all important matters pertaining to assigned job accountabilities.

Representing the City in a professional manner to all outside contacts when doing the City's business and also with the general public.

**Typical Working Environment:**

Demands of the position require employee to work days/evenings/weekends as the demands of the position require.

Position is primarily administrative in nature, working in a typical office environment with occasional need to visit programs, facilities or projects outside of the office in the elements of a year-round season.

**Typical Physical Requirements for this Position:**

Must be able to sit, stand, speak, hear, and effectively communicate. Ability to lift and move up to 90 pounds.

**Selection Criteria to Qualify for this Position:**

Bachelors Degree in Information Science, Accounting, Management, Business or Public Administration.

Minimum of two years technical experience (database management, business processes, network administration, systems analysis or design operations).

Two years supervisory experience.

Proven ability to understand and articulate the service aspect of Information Technology in a public sector environment.

Possession of, or ability to obtain prior to employment, a valid and unrestricted MN driver's license.

Experience serving as a senior technical expert in analyzing business process needs and designing advanced solutions to meet these needs with an emphasis on technical solutions. Ability to meet BCA criteria for access to secure police network computers.

**Employee's Acknowledgement and Date:** \_\_\_\_\_

**Supervisor's Acknowledgement and Date:** \_\_\_\_\_

**Administrative Services Acknowledgement and Date:** \_\_\_\_\_

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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PERSONNEL ACTIONS

Meeting Date: April 26, 2010  
Item Type: Consent  
Contact: Jenelle Teppen, Asst. City Admin  
Prepared by: Amy Brinkman, H.R. Coordinator  
Reviewed by: n/a

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

**PURPOSE/ACTION REQUESTED** Staff requests that the Council approve the personnel actions listed below:

Please confirm the seasonal/temporary employment of: Alfred Brodd, Walter Knosp, Lauren Hoffman, Alex Ryan, Nathan Howard, Alex Giebler, Jesse Forsell, and Kevin Thein.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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Meeting Date: April 26, 2008  
Item Type: Consent  
Contact: Lt. Jerry Salmey (651) 450-2465  
Prepared by: Lt. Jerry Salmey  
Department of Public Safety  
Reviewed by: Chief Charles Kleckner  
Director of Public Safety

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

**PURPOSE/ACTION REQUESTED:**

Consider Joint Powers Agreement Between Dakota Law Enforcement Agencies to Establish and Maintain a Records Management System.

**SUMMARY:**

This Joint Power Agreement (JPA) is to establish and maintain a records management system to be used by eight agencies in Dakota County. These agencies include City of Burnsville, City of Mendota Heights, City of Farmington, City of South St. Paul, City of Hastings, City of West St. Paul, County of Dakota and City of Inver Grove Heights.

This agreement provides the framework to establish the Dakota Law Enforcement Agencies Records Management System. The agreement defines the commitment of the Dakota RMS Members to provide the facilities, infrastructure, hardware, software, services and other items necessary and appropriate to acquire, establish, operate and maintain the RMS for the mutual benefit of the Dakota RMS Members and the people of Dakota County.

This JPA has been reviewed by the Inver Grove Heights City Attorney, the City and County Attorneys of other member agencies and the League of Minnesota Cities Attorney. It is the recommendation of the Inver Grove Heights Police Department that the City Council adopt the resolution authorizing the execution of the JPA.

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

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

**RESOLUTION TO ACCEPT Joint Powers Agreement Between Dakota Law Enforcement Agencies to Establish and Maintain a Records Management System**

**WHEREAS, pursuant to Minnesota Statutes § 471.59, the Dakota RMS Members are empowered to provide assistance to, and act in coordination with, other political subdivisions within the state of Minnesota as deemed necessary to benefit the public; and**

**WHEREAS, the Dakota RMS Members wish to cooperatively engage in the acquisition, deployment and ownership of a Records Management System (RMS) to be utilized by the Dakota RMS Members and any outside agencies that want to utilize the RMS that are approved by the Dakota RMS Members, for the mutual benefit of all; and**

**WHEREAS, by executing this Agreement the Dakota RMS Members intend to work cooperatively to improve the management of public safety and law enforcement information for participating Dakota County communities; and**

**WHEREAS, each Dakota RMS Member represents that it is duly qualified and authorized to enter into this Agreement and will comply with its respective obligations and responsibilities as set forth in this Agreement; and**

**NOW, THEREFORE, in consideration of the mutual undertaking and agreements set forth in the JPA it is the Inver Grove Heights Police Department recommends that this resolution be adopted.**

---

CITY OF INVER GROVE HEIGHTS

Approved by the City Council

Date \_\_\_\_\_

By \_\_\_\_\_  
Date of Signature

Attest \_\_\_\_\_

Date of Signature \_\_\_\_\_

Joint Powers Agreement  
Between  
Dakota Law Enforcement Agencies  
to Establish and Maintain  
a Records Management System

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[Final]

Prepared by the Dakota County Attorney's Office  
3/30/2010

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This Agreement is entered into between the following political subdivisions of the State of Minnesota, located within the County of Dakota, by and through their respective governing bodies:

City of Burnsville	City of Mendota Heights
City of Farmington	City of South St. Paul
City of Hastings	City of West St. Paul
City of Inver Grove Heights	County of Dakota

Individually and collectively, the parties to this Agreement are referred to as the "Dakota RMS Members".

## **RECITALS**

WHEREAS, pursuant to Minnesota Statutes § 471.59, the Dakota RMS Members are empowered to provide assistance to, and act in coordination with, other political subdivisions within the state of Minnesota as deemed necessary to benefit the public; and

WHEREAS, the Dakota RMS Members wish to cooperatively engage in the acquisition, deployment and ownership of a Records Management System (RMS) to be utilized by the Dakota RMS Members and any outside agencies that want to utilize the RMS that are approved by the Dakota RMS Members, for the mutual benefit of all; and

WHEREAS, by executing this Agreement the Dakota RMS Members intend to work cooperatively to improve the management of public safety and law enforcement information for participating Dakota County communities; and

WHEREAS, each Dakota RMS Member represents that it is duly qualified and authorized to enter into this Agreement and will comply with its respective obligations and responsibilities as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual undertaking and agreements hereinafter set forth, the Dakota RMS Members agree as follows:

## **SECTION I PURPOSE**

Through this Agreement and the authority provided by Minnesota Statutes § 471.59 to act cooperatively, the Dakota RMS Members will provide participating Dakota County law enforcement agencies with a multi-jurisdictional computerized records management system (RMS) that provides for the storage, retrieval, retention, manipulation, archiving, and viewing of information, records, documents, or files pertaining to law enforcement operations by each participating law enforcement agency. Other purposes of this Agreement include:

- A. To define the commitment of the Dakota RMS Members to provide the facilities, infrastructure, hardware, software, services and other items necessary and appropriate to acquire, establish, operate and maintain the RMS for the mutual benefit of the Dakota RMS Members and the people of Dakota County;

- B. To authorize the Dakota RMS Members to approve the use of RMS services by other governmental units that are not Dakota RMS Members, through a fee for service contract;
- C. To define the rights and obligations of the Dakota RMS Members with respect to the acquisition, operation, use and maintenance of the RMS; and
- D. To authorize the Dakota RMS Members to create a managing committee (RMS Managing Committee or Committee) that receives information on and by popular vote decides matters that are relevant to operation of the RMS and other the purposes as set forth in this Agreement.

## **SECTION II TERM OF AGREEMENT**

This Agreement shall be effective upon execution as authorized by the governing body of all parties hereto (Effective Date) and shall continue until terminated as provided in Section XIII. No party may withdraw from this Agreement until three (3) years from the initial date the RMS is first used as the primary operational records management system by any one of the Dakota RMS Members (Initial Date). If there is any disagreement among the Dakota RMS Members as to the Initial Date of operation, the RMS Managing Committee will make the final determination of the Initial Date.

## **SECTION III MANAGING COMMITTEE POWERS AND FUNCTIONS**

The coordinated effort between the Dakota RMS Members that is required to establish and maintain the the operational aspects of the multi-jurisdictional records management system shall be directed by the RMS Managing Committee which shall possess the following powers:

- A. To take actions necessary and convenient to discharge the duty to implement, maintain, and operate a multi-jurisdictional records management system;
- B. To adopt bylaws consistent with this Agreement as deemed necessary to effectively exercise the powers of the RMS Managing Committee and to accomplish its objectives;
- C. By May 1 of each year, to adopt a recommended annual operating and capital budget for the RMS operations and capital needs for the following calendar year, including a statement of sources of funding and allocation of costs among the Dakota RMS Members, to be presented to the governing bodies of each of the Dakota RMS Members for approval;
- D. To set and modify fees to be paid by Dakota RMS Members or other agencies outside Dakota County for access to the RMS, and for any special service or RMS functionality that is provided to some Dakota RMS Members constituting less than a majority of the Members, or provided to agencies outside Dakota County.

- E. To provide direction to Dakota County Criminal Justice Information Integration Network (CJIIN) program staff and Dakota County on the use of RMS system funds and the acquisition of upgrades and modifications to the RMS application and System.

The powers of the RMS Managing Committee are limited to directing the acquisition, use and maintenance of the RMS and the Committee is not an independent government entity nor joint powers board as defined in Minnesota Statutes § 471.59, Subd. 11 (2009).

## **SECTION IV MANAGING COMMITTEE MEMBERSHIP**

### ***4.1 RMS Managing Committee Members***

All parties to this Agreement and any political subdivisions within Dakota County added later are the Dakota RMS Members. Each Dakota RMS Member shall have one representative (Representative) on the RMS Managing Committee and each Representative is entitled to one vote. The Representatives' votes shall be non-weighted (all votes having the same weight).

If the Committee determines that a law enforcement agency outside of Dakota County should be permitted to use the RMS application and services for its own law enforcement records through a service agreement with Dakota County, the outside agency may attend and participate in discussions at RMS Managing Committee meetings, however the outside agency will not have a Representative on the Committee and will have no vote on matters coming before the Committee.

### ***4.2 Appointment of RMS Managing Committee Representatives***

Each Dakota RMS Member shall appoint an individual Representative to represent that Member on the RMS Managing Committee and attend Committee meetings and vote on measures coming before the Committee. Within each Member, the Representative selection and appointment process shall be as determined by that Member, consistent with the terms of this Agreement. The Representatives shall be elected officials or employees of the Member. The Representatives serve without salary or compensation from the RMS Managing Committee. Each Member may also designate one named elected official or employee as an alternate Representative to attend Committee meetings and vote on measures coming before the Committee when the primary Representative is absent, consistent with the procedures contained in Bylaws adopted by the Committee. If a Representative or alternate Representative ceases to be an elected official or employee of the Member during his or her term, such seat shall become vacant until a successor Representative is appointed by that Member.

### ***4.3 Requirement of Good Standing***

Continued participation on the Committee by any Dakota RMS Member shall be contingent upon payment of the annual assessment of costs and any additional fees as determined by the RMS Managing Committee as set forth in Section X.

**SECTION V  
MANAGING COMMITTEE OFFICERS**

The RMS Managing Committee shall have two Officers; a Chair and Vice Chair. The Chair and Vice Chair shall be elected from among the appointed representatives of the RMS Managing Committee. They shall hold office for one year terms commencing with the election of officers at the first meeting of the Committee each calendar year. The officers shall comply with any conditions set forth in Bylaws adopted by the RMS Managing Committee.

Chair: The Chair of the Board shall conduct meetings of the RMS Managing Committee, prepare and publish meeting agendas and minutes, and perform all duties incident to the office of Chair and other duties as delegated by the RMS Managing Committee from time to time, provided that such actions are consistent with this Agreement and the Bylaws, if any are adopted by the Committee.

Vice Chair: If the Chair is absent or incapacitated, or in the event of the inability or refusal of the Chair to act, the Vice Chair of the RMS Managing Committee shall perform the duties of Chair.

**SECTION VI  
MANAGING COMMITTEE MEETINGS**

The RMS Managing Committee shall have at least two regular meetings each calendar year at a date, time and location indicated in the meeting notices. The Chair may schedule more regular meetings as the Chair deems appropriate or as established by the Bylaws adopted by the RMS Managing Committee. At least 21 days prior notice shall be provided to each Representative and alternate Representative of the date, time and location of such regular meetings. All meetings shall be subject to Minn. Stat. §13D, the Open Meeting Law.

A special meeting of the RMS Managing Committee may be called by its Chair or by any four Representatives of the Committee on at least 3 days notice.

**SECTION VII  
ADDING NEW DAKOTA RMS MEMBERS**

Any political subdivision within Dakota County that maintains a law enforcement agency, but is not a party to this Agreement, is eligible to become a Dakota RMS Member and use the records management system. A new Dakota RMS Member may be added after the Effective Date if the addition of the Member is approved by a majority vote of the RMS Managing Committee.

Any political subdivision that becomes a Dakota RMS Member after the Effective Date shall be solely responsible for all costs of adding or modifying hardware, software or services necessary to effectively accommodate the operational needs of the new Member, and of insuring that there is no degradation of existing system capability due to the new Member's needs, as determined by the RMS Managing Committee. Each new Dakota RMS Member shall pay a pro rata share of the normal, continuing operating expenses of the RMS as well as a pro rata share of any special assessments, as approved from time to time by the Dakota RMS Members. A

political subdivision seeking to become a Dakota RMS Member may be required to pay one-time initiation, assessment and capital investment fees or to establish an escrow account for such fees as determined by the RMS Managing Committee.

## **SECTION VIII WITHDRAWAL OF A DAKOTA RMS MEMBER**

A Dakota RMS Member may withdraw from this Agreement after three (3) years has elapsed from the Initial Date. Withdrawal shall be accomplished as set forth in Article XIV of this Agreement. Withdrawal shall not discharge any liability that was incurred or chargeable to the withdrawing Member prior to the effective date of withdrawal. No Member is entitled to a refund of cost-sharing assessments or other fees imposed by the RMS Managing Committee that have been paid or are owed for the costs of owning, operating or maintaining the RMS on the effective date of withdrawal.

## **SECTION IX AUTHORITY DELEGATED TO CJIIN**

The parties to the Agreement delegate to Dakota County, acting through its CJIIN office or any successor to the CJIIN office, the authority to do the following:

- A. Provide analysis and assistance to the Dakota RMS Members in selecting a vendor to provide a multi-jurisdictional records management system that will best meet the needs of the Members.
- B. Enter into one or more contracts with the selected vendor to:
  - 1. Purchase a sufficient number of end user licenses for the selected multi-jurisdictional records management application which Dakota County shall own on behalf of all Dakota RMS Members;
  - 2. Provide vendor customization of the application to meet the needs of the Members;
  - 3. Provide vendor development of web services or other integration tools needed by the Members;
  - 4. Deploy the application on hardware owned by Dakota County and located in Hastings, Minnesota for use by all Dakota RMS Members and outside agencies approved to use the RMS;
  - 5. Provide vendor support and maintenance of the application after installation.
- C. Integrate the records management system with other CJIIN applications, as directed by the RMS Managing Committee and the CJIIN Steering Committee.
- D. Provide technical support and analysis to the Dakota RMS Members on the implementation and operation of the application to the extent that the Members provide adequate funds to the County to provide these services.

At the request of any Dakota RMS Member, CJIIN and that Member will negotiate and enter into a service level agreement defining the services and support CJIIN will provide to that Member and the cost for services and support, if any.

## **SECTION X RMS BUDGET AND COST SHARING**

### ***10.1 Preparation of Recommended Annual Budget***

The cost of the RMS operations, maintenance, and capital projects will be shared by the Dakota RMS Members as determined by the RMS Managing Committee, and approved by the governing bodies of the Dakota RMS Members as part of their budget adoption process.

Beginning in 2011, the Chair of the RMS Managing Committee shall prepare a proposed annual operating and capital budget no later than April 1st of each year and shall distribute the proposed budget to the RMS Managing Committee by April 3rd to allow Members to discuss the proposed budget at a regular meeting of the Committee and consult with their respective governing bodies.

No later than May 1<sup>st</sup> of each year, the RMS Managing Committee shall approve a recommended RMS operating and capital budget for consideration by the governing bodies of the Dakota RMS Members.

During the first meeting of the RMS Managing Committee in 2010, the Committee shall approve an operating and capital budget for the remainder of 2010 with the funds to be provided by the Dakota RMS Members, grants or other sources as approved by a majority vote of the Committee.

### ***10.2 Allocation of Costs to Dakota RMS Members***

For each annual operating and capital budget, the RMS Managing Committee shall also establish a cost-sharing allocation formula for the Dakota RMS Members and any outside agencies in amounts sufficient to provide the funds required by the approved annual operating and capital budget for the following year. Each Representative shall take all required actions to authorize the funds necessary to meet its obligations under the annual operating and capital budget as approved by the Members' governing bodies.

The allocation of RMS costs across the Members may be amended by the RMS Managing Committee each year at the meeting during which the Committee adopts the recommended annual budget for the following year.

From the Effective Date of this Agreement as defined in Article II through the end of 2010, the 2010 budget costs will be allocated across Dakota RMS Members as described in Exhibit A, Member Cost Allocation. This allocation method will continue to be utilized until the formula is modified by the RMS Managing Committee consistent with this Section X. A Member's allocation may not increase more 50% over the previous year allocation without the consent of that Member.

### ***10.3 Fiscal Agent***

The RMS Managing Committee may appoint one of the Dakota RMS Members to serve as the fiscal agent for the Members, with the consent of the selected Dakota RMS Member. The fiscal agent shall receive and manage RMS operating and capital funds related to the records management system, provide any budgetary and accounting services necessary and convenient for the Dakota RMS Members, including contributions and grant monies awarded to the Dakota RMS Members for the records management system, and to administer receipts and payments of funds required under contracts related to the records management system. The Member providing fiscal agent services and the RMS Managing Committee shall agree upon the specific tasks that the fiscal agent is obligated to perform on behalf of the Dakota RMS Members and reimbursement for providing such services, if any.

## **SECTION XI PAYMENTS**

Each Dakota RMS Member shall pay its proportional share of the annual operating and capital budget to Dakota County on or before February 1 of each calendar year, or to the fiscal agent if one has been appointed. If the allocated costs include an extraordinary expense, the RMS Managing Committee may authorize payment of the allocated costs through a series of payments.

## **SECTION XII DATA OWNERSHIP AND SECURITY**

### ***12.1 Data Ownership***

Any data that a Dakota RMS Member or outside agency enters into the RMS is owned by the Member that entered the data. Upon termination of this Agreement or a Member withdrawal from this Agreement, CJIIN shall provide a copy of the RMS data to the Member or Members that entered data into the application.

### ***12.2 Data Security***

During the term of this Agreement, CJIIN or Dakota County shall, at a minimum, implement the following procedures designed to protect the security of the RMS data:

- A. Install and maintain industry standard firewalls regulating data entering Dakota County's internal data network from an external source, which will enforce valid secure connections between internal and external systems;
- B. Maintain and follow a disaster recovery plan designed to allow access to the RMS and to prevent the unintended destruction of RMS data.

## **SECTION XIII TERMINATION AND DISSOLUTION**

### ***13.1 Termination.***

This Agreement shall terminate upon the occurrence of any one of the following events:

- A. When 4/5<sup>th</sup> of the Dakota RMS Members agree by non-weighted voting, pursuant to a resolution of their governing bodies, to terminate the Agreement.
- B. When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction.

### ***13.2 Effect of Termination.***

Upon the occurrence of one or more of the events in Section 13.1, the following provisions shall apply.

- A. Termination shall not discharge any liability incurred by the RMS Managing Committee or the Dakota RMS Members or outside agencies during the term of this Agreement related to the acquisition, operation or maintenance of the RMS.
- B. Property that was acquired on behalf of and paid for by the Dakota RMS Members, but is owned by the Dakota County or CJIIN at the time of termination, shall be divided among the Dakota RMS Members remaining at the time of termination, in proportion to their financial contributions toward the operating and capital budgets for the preceding three (3) fiscal years. If unpaid liabilities related to the RMS exceed the value of all property assets described above, the difference shall be made up by contributions from all remaining Dakota RMS Members on a proportional basis according to the current annual budget assessment formula.
- C. The RMS Managing Committee shall prepare a final report of its activities and affairs prior to dissolution.
- D. Upon such termination and dissolution, and after payment of all debts, all files, documentation and RMS records shall be distributed to the Member that has jurisdiction over the subject matter of the file, documentation or records without charge.
- E. Equipment and property that is owned by an individual Dakota RMS Member that is being used by CJIIN or the RMS Managing Committee at the time of termination shall be returned to the owner upon termination and dissolution.

## **SECTION XIV WITHDRAWAL OF A MEMBER**

At any time after three (3) years from the Initial Date, any Member may withdraw from the RMS system and this Agreement, subject to the provisions of this Section.

- A. The withdrawing Member shall give written notice before July 1<sup>st</sup> of any year and at least 6 months prior to the intended date of withdrawal, in the form of a resolution passed by its governing body, a copy of which must be mailed or delivered to the Chair of the RMS Managing Committee.
- B. Withdrawal of a Member shall also constitute withdrawal of its Representative from the RMS Managing Committee.
- C. The withdrawing Member forfeits any and all interest, right, title and access to the RMS application, other than the Member's data entered into the application.

- D. The withdrawing Member is liable for all costs incurred by the other Dakota RMS Members as a direct result of the Member's withdrawal.
- E. The withdrawing Member shall continue to be responsible for one hundred (100%) percent of that Member's pro rata share of the annual operating and maintenance costs of the RMS system that are incurred up to the date of withdrawal, and one hundred (100%) percent of that Member's pro rata share of any capital obligations of the RMS system that were incurred prior to the date of providing notice of intent to withdraw and are due and payable before the effective date of withdrawal.
- F. Withdrawing shall not discharge the withdrawing Member of any and all liabilities incurred while it was a party to this Agreement related to the acquisition, operation or maintenance of the RMS.

## **SECTION XV LEGAL LIABILITY AND INDEMNIFICATION**

Each Member to this Agreement is responsible for its own acts and omissions and for the acts and omissions of its officers, employees and agents. Each Member expressly confirms, and the other Members agree, that they will not be responsible for the liabilities, acts, or omissions of another Member or of the other Member's officers, employees or agents. Each Member therefore agrees to indemnify and defend the other Members for claims arising out of acts or omissions of its officers, employees or agents asserted against another Member.

The Members' liability is governed and limited by the Municipal Tort Claims Act, Minnesota Statutes, Chapter 466. Nothing in this Agreement shall be construed as a waiver of any municipal tort liability limits, governmental immunities or defenses. Under no circumstances shall a Member be required to pay, on behalf of itself and other Members, any amount in excess of the limits of liability applicable to any one Member. The statutory limits of liability may not be added together or stacked to increase the maximum amount of liability for any Member.

Each Member acknowledges and agrees that it is insured or self-insured consistent with the limits established in Minnesota Statutes.

## **SECTION XVI RESOLUTION OF DISPUTES**

The Dakota RMS Members agree to engage in good faith efforts to resolve any disputes that arise over the terms of this Agreement or the acquisition, operation or maintenance of the RMS. Dakota RMS Members that have concerns about the operations of the RMS may appear at meetings of the RMS Managing Committee to discuss issues of concern.

## **SECTION XVII FORCE MAJEURE**

A Member and CJIIN shall not be liable to the any other Dakota RMS Member or CJIIN for the failure to perform an obligation under this Agreement due to unforeseeable acts or events

outside the defaulting party's reasonable control, provided the defaulting Member gives notice to the other Dakota RMS Members and CJIIN as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

### **SECTION XIII MISCELLANEOUS PROVISIONS**

- 18.1 Entire Agreement:* This Agreement shall supersede all prior oral or written statements, agreements and understandings between or among the parties hereto with respect to the establishment and operation of a multi-jurisdictional records management system.
- 18.2 Severability:* If any provision of this Agreement shall be held to be invalid by a court of competent jurisdiction, the remaining terms of this Agreement to the extent not inconsistent with any such holding, shall not be affected thereby if such remaining terms would then continue to conform to the requirements of applicable laws.
- 18.3 Counterparts:* This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement.
- 18.4 Waiver:* Any right or remedy that a party may have under this Agreement may be waived in writing by such party without the execution of a new or supplementary agreement, but any such waiver shall not affect the future exercise of the rights of such party hereunder (to the extent not previously waived in writing) or any other rights of the parties not specifically waived. No waiver of any right or remedy by any party at any one time shall be deemed to be a waiver of any such right or remedy in the future.
- 18.5 Amendments, Modifications:* This Agreement may be amended or modified only by a written document, duly executed by all parties that are Dakota RMS Members on the date the amendment is executed by the last Member.
- 18.6 Section Headings:* The descriptive headings of the articles, sections and subsections of this Agreement are for convenience only and shall not affect the meaning or construction of any of the provisions hereof.
- 18.7 Governing Law:* The respective rights, obligations and remedies of the parties under this Agreement and the interpretation thereof shall be governed by the laws of the State of Minnesota which pertain to agreements made and to be performed in the State of Minnesota.
- 18.8 Binding Effect:* This Agreement shall be binding upon and shall inure to the benefit of the parties hereto.
- 18.9 Further Assurances:* Each party hereto shall from time to time execute, acknowledge and deliver such further instruments and perform such additional acts at no cost to such party as the other party may reasonably request to further effectuate or confirm the intent of this Agreement.

*18.10 Good Faith.* In exercising its rights and fulfilling its obligations hereunder, each party shall act in good faith. Each party acknowledges that this Agreement contemplates cooperation between and among the parties.

O:\civil\contracts\2010\RMS JPA Final 3-30-2010 (tracked changes)

Approved by the City Council

Date \_\_\_\_\_

**CITY OF INVER GROVE HEIGHTS**

By \_\_\_\_\_

Date of Signature \_\_\_\_\_

Attest \_\_\_\_\_

Date of Signature \_\_\_\_\_

## **Exhibit A - Member Cost Allocation**

### **Dakota County RMS Joint Powers Agreement**

The costs incurred to acquire, operate and maintain the multi-jurisdictional records management system will be allocated across the Dakota RMS Members during 2010, and thereafter until modified by the RMS Managing Committee, as follows.

The cost to purchase the RMS application user and administrator licenses and the professional services to configure, customize and construct needed interfaces with the RMS application will be paid by equal contributions from each of the Members. The total cost allocated to the Members will first be reduced by the amount of grant funds the County determines it will apply toward the RMS acquisition and professional services costs.

The cost of each annual support and maintenance agreement with the RMS application vendor will be paid by equal contributions from each of the Members.

The cost of County/CJIIN staff required to provide technical support to the Dakota RMS Members will be paid by contributions from each of the Members. Each Member's contribution will be that share of the total CJIIN staff costs equivalent to the proportion that the Member's CJIIN users is to the total number of CJIIN users for all Dakota RMS Members at the time the RMS Managing Committee adopts each recommended annual RMS budget.

The cost of the annual hosting fee for the RMS application will be paid by equal contributions from each of the Members.

**IVERSON**

**REQUEST FOR COUNCIL ACTION**

**CITY OF INVER GROVE HEIGHTS**

Meeting Date: April 26, 2010  
 Item Type: Regular Agenda  
 Contact: Allan Hunting 651.450.2554  
 Prepared by: Allan Hunting, City Planner  
 Reviewed by:

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Consider a Resolution relating to a Comprehensive Plan Amendment to change the land use designation of the property from MDR, Medium Density Residential to HDR, High Density Residential for property located on the north side of 80<sup>th</sup> Street, between Hwy. 3 and Inverwood Golf Course.

- Requires 4/5th's vote.
- 60-day deadline: May 3, 2010 (first 60-days)

**SUMMARY**

Applicant is proposing to change the land use designation for 24.3 acres of property. The property includes three landowners, all of whom are party to the application. The applicant is anticipating developing the property with a high density multiple family project of approximately 486 units and a density of 19 units per acre.

**ANALYSIS**

Prior to making this request, the applicant has worked with city staff and submitted a sketch plan review for development in the Northwest Area. Based on this review procedure, the project as shown with approximately 486 units of multiple family met the overall design concepts and should be able to comply with the zoning performance standards.

The planning report lays out arguments both for and against the proposed change. Staff believes the site location is acceptable for higher density residential. The property is abutting a county road, would be across the street from future industrial office development and is adjacent to the golf course. The additional density would allow greater flexibility for unit count over other parts of the northwest area where topography may not allow for assumed densities. The higher densities would also provide more households to support the future commercial development at the corner of Hwy 3 and 80<sup>th</sup> Street.

**RECOMMENDATION**

**Planning Staff:** Finds there is rationale to support the request as shown in the planning report and therefore recommend approval of the request as presented.

**Planning Commission:** Also recommends approval of the request as presented (6-2).

Attachments: Comprehensive Plan Amendment Resolution  
 Planning Commission Recommendation  
 Planning Report

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

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

**RESOLUTION APPROVING A COMPREHENSIVE PLAN AMENDMENT TO CHANGE  
THE LAND USE DESIGNATION OF THE PROPERTY DESCRIBED BELOW FROM MDR,  
MEDIUM DENSITY RESIDENTIAL TO HDR, HIGH DENSITY RESIDENTIAL**

**CASE NO. 10-10PA  
(Iverson)**

**WHEREAS**, an application has been submitted for property legally described as;

**SEE EXHIBIT A**

**WHEREAS**, an amendment to change boundaries of any district may be granted by the City Council on an affirmative vote of 4/5ths of the Council as per City Code Title 10, Chapter 3, Section 10-3-5, A;

**WHEREAS**, the City of Inver Grove Heights Planning Commission reviewed the request on April 6, 2010, in accordance with City Code Title 10, Chapter 3, Section 10-3-5, D;

**WHEREAS**, the change to the Comprehensive Plan was found by the City Council to be consistent with the existing and proposed uses in the area;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS**, that the Comprehensive Plan Amendment is hereby approved subject to the following conditions:

1. The Metropolitan Council shall not require any significant modifications to the comprehensive plan amendment.

2. The Metropolitan Council shall not make a finding that the comprehensive plan amendment has a substantial impact or contain a substantial departure from any metropolitan systems plan.

**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 on this 26th day of April, 2010.

Ayes:

Nays:

ATTEST:

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

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

EXHIBIT A

According to the records in the office of the County Treasurer, Dakota County, Minnesota, the following is a list of taxpayers of record lying within 350 feet of the following described property as of February 22, 2010 :

That part of the East ½ Southwest ¼ of Section 8, Township 27, Range 22 described as follows: Commencing at a point on the South line of said East ½ Southwest ¼, said point being 583.74 feet West, measured along said South line of the Southeast corner thereof, said South line having an assumed bearing of North 89 degrees 08 minutes 46 seconds East, thence North 13 degrees 35 minutes 16 seconds East 885.08 feet to the point of beginning of the property to be described; thence North 60 degrees 11 minutes 35 seconds West 522.67 feet, thence North 17 degrees 59 minutes 54 seconds 421.25 feet, more or less to a point which is 660.0 feet Westerly of the East line of said East ½ Southwest ¼, when measured along the South line of the North 1120.0 feet to said East ½ Southwest ¼ thence Easterly parallel with said North line 352.08 feet, thence South 2 degrees 28 minutes 07 seconds West 665.93 feet more or less to the point of beginning. (Abbott)

AND

That part of the Southeast Quarter of the Southwest Quarter, Section 8, Township 27 North, Range 22 West, Dakota County, Minnesota, described as follows: Beginning at a point on the south line of said Southeast Quarter of the Southwest Quarter, said point being 300 feet west of the southeast corner of said Southeast Quarter of the Southwest Quarter; thence South 89 degrees 08 minutes 46 seconds West (assumed bearing) along said south line 283.72 feet; thence North 13 degrees 35 minutes 16 seconds East, 393.61 feet; thence South 81 degrees 31 minutes 58 seconds East, 493.69 feet more or less to the east line of said Southeast Quarter of the Southwest Quarter; thence South 0 degrees 32 minutes 48 seconds East along said east line to a point on the north line of the south 180 feet of said Southeast Quarter of the Southwest Quarter; thence South 89 degrees 08 minutes 56 seconds West along the north line of the south 180 feet of said Southeast Quarter of the Southwest Quarter to a point on the west line of the east 300 feet of said Southeast Quarter of the Southwest Quarter; thence South 0 degrees 32 minutes 48 seconds East to the point of beginning. (Rechtzigel)

AND

That part of the East Half (E1/2) of the Southwest Quarter (SW1/4) of Section Eight (8), Township Twenty Seven (27), Range Twenty two (22), Dakota County, Minnesota described as follows: Commencing at the Northeast corner of said East One Half (E1/2) of the Southwest Quarter (SW1/4), thence South 0 degrees 26 minutes 24 seconds East, bearing assumed, along the East line of said East Half (E1/2) of the Southwest Quarter (SW1/4), a distance of 1120.00 feet to the point of beginning of the land to be described; thence N 89 degrees 45 minutes 42 seconds West, parallel with the North line of said East Half (E1/2) of the Southwest Quarter (SW1/4), a distance of 660.00 feet, thence South 19 degrees 01 minutes 51 seconds West a distance of 763.27 feet to a point which is 400.00 feet East of the West line of said East Half (E1/2) of the Southwest Quarter (SW1/4) and 800.00 feet North of the South line of said East Half (E1/2) of the Southwest Quarter (SW1/4), thence South 0 degrees 22 minutes 21 seconds East and parallel with the West line of said East Half (E1/2) of the Southwest Quarter (SW ¼) a distance of 800.04 feet to the south line of said East Half (E1/2) of the Southwest Quarter (SW1/4), thence South 89 degrees 49 minutes 23 seconds East along the South line of said East Half (E1/2) of the Southwest Quarter (SW1/4), a distance of 915.37 feet to the Southeast corner of said East Half (E1/2) of the Southwest Quarter (SW1/4), thence North 0 degrees 26 minutes 24 seconds West along the East line of said East Half (E1/2) of the Southwest Quarter (SW1/4), a distance of 1521.69 feet to the point of beginning.

EXCEPT that part of said East Half (E1/2) of the Southwest Quarter (SW1/4) of Section (8), Township Twenty Seven (27), Range Twenty two (22) described as follows: Beginning at the Southeast corner of said East Half (E1/2) of the Southwest Quarter (SW1/4); thence North 89 degrees 49 minutes 23 seconds West, bearing assumed, along the South line of said East Half (E1/2) of the Southwest Quarter (SW1/4), a distance of 583.74 feet; thence North 14 degrees 37 minutes 07 seconds East a distance of 393.61 feet, thence South 80 degrees 30 minutes 07 seconds East a distance of 488.78 feet to the East line of said East Half (E1/2) of the Southwest Quarter (SW1/4), thence South 0 degrees 26 minutes 24 seconds East along said East line to the point of beginning.

AND EXCEPT that part of said East half (E1/2) of the Southwest Quarter (SW1/4) of Section Eight (8), Township Twenty Seven (27), Range Twenty two (22), described as follows: Commencing at the Southeast corner of said East Half (E1/2) of the Southwest Quarter (SW1/4); thence North 89 degrees 49 minutes 23 seconds West, bearing assumed, along the south line of said East half (E1/2) of the Southwest Quarter (SW1/4) a distance of 583.74 feet, thence North 14 degrees 37 minutes 07 seconds East a distance of 885.08 feet to the point of beginning of the land to be described, thence North 59 degrees 09 minutes 44 seconds West a distance of 522.59 feet, thence North 19 degrees 01 minutes 51 seconds East a distance of 421.31 feet to the point of termination of the following described line:

Commencing at the Northeast corner of said East Half (E1/2) of the Southwest Quarter (SW1/4), thence South 0 degrees 26 minutes 24 seconds East, bearing assumed, along the East line of said East Half (E1/2) of the Southwest Quarter (SW1/4), a distance of 1120.00 feet to the point of beginning of the line to be described, thence North 89 degrees 45 minutes 42 seconds West, parallel with the North line of said East Half (E1/2) of the Southwest Quarter (SW1/4), a distance of 600.00 feet and there terminating,

Thence South 89 degrees 45 minutes 42 seconds East along the above described line, a distance of 352.08 feet; thence South 3

**RECOMMENDATION TO  
CITY OF INVER GROVE HEIGHTS**

**TO:** Mayor and City Council of Inver Grove Heights  
**FROM:** Planning Commission  
**DATE:** April 6, 2010  
**SUBJECT:** **INVERSON – CASE NO. 10-10PA**

**Reading of Notice**

Commissioner Simon read the public hearing notice to consider the request for a Comprehensive Plan Amendment to change the land use designation from MDR, Medium Density Residential to HDR, High Density Residential for the property located north of 80<sup>th</sup> Street, and west of the golf course. 3 notices were mailed.

**Presentation of Request**

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the applicant is proposing a future multiple family development with an anticipated density of 19 units per acre whereas only 12 units per acre is allowed under the current designation. He stated that the project site consists of three different parcels, with a total of 24 net developable acres, which is bounded on the north and west by the Malensek property. He noted that Mr. Malensek has been in discussion with the County for a number of years regarding the possibility of designating his 49 acre parcel as permanent open space. If this should occur the subject parcels would be set up as an island which would allow more density flexibility to the subject site. Mr. Hunting noted that the project would meet the County's access spacing requirements for 80<sup>th</sup> Street and staff feels it would be consistent with the surrounding residential land uses and the industrial office park to the south. He added that the additional density from an HDR designation would help support the commercial properties in the area as well. Mr. Hunting stated that one could argue, however, that it was not a good fit to have High Density Residential next to Low Density Residential. Mr. Hunting stated the land layout limited the applicant's ability to have a second access, especially if the Malensek property was designated as permanent open space. He advised the applicant would then have to create an emergency access in addition to the public access. Staff finds that the change to High Density Residential is compatible with the proposed and existing surrounding land uses and they recommend approval of the request.

Chair Bartholomew asked for clarification of details regarding an emergency access.

Mr. Hunting replied it would be a paved surface with a gate and would be used strictly for emergency access.

Commissioner Wippermann asked if there was any effort made to include the lot in the southeast corner of the proposed project, to which Mr. Hunting replied it was not as it was owned by the City and would be utilized as part of the City's regional stormwater basin.

Commissioner Simon noted that the proposed emergency access would be placed over existing wetlands, and asked if either of the ponds would be utilized as stormwater overflows for the Northwest Area.

Mr. Hunting stated he was not sure, but added that the Engineering staff reviewed the request and did not point out any issues with the paved road shown on the plan.

Commissioner Simon asked if the paved emergency access would be figured into the impervious surface total, to which Mr. Hunting replied in the affirmative.

Commissioner Simon asked if there was any specific timeline yet for designating Mr. Malensek's property as permanent open space, to which Mr. Hunting replied none that he was aware of.

Commissioner Simon asked if Mr. Malensek was mailed a notification of the public hearing, to which Mr. Hunting replied in the affirmative.

Commissioner Simon asked if the Malenseks owned a second parcel in the area, to which Mr. Hunting replied in the affirmative, stating that parcel, however, was outside the 350 foot notification area.

Commissioner Simon asked if staff heard from any of the neighbors, to which Mr. Hunting replied he did not.

Commissioner Simon asked if the 80<sup>th</sup> Street right-of-way had already been removed from the sketch plan, to which Mr. Hunting replied it had not.

Commissioner Simon asked if the applicants could submit their preliminary and final plat at the same time, to which Mr. Hunting replied they could not.

Commissioner Hark asked if there were any areas in the City where there was only one public access and a smaller emergency access, to which Mr. Hunting replied he could not think of any offhand.

Commissioner Simon stated she believed there was a senior housing development on Babcock Trail with only one public access.

Commissioner Gooch asked which drawing was correct, the sketch plan showing 11 buildings or the other drawing showing only 7 buildings.

Mr. Hunting replied that the layout and design were strictly conceptual, and only the land use was being reviewed at this point.

### **Opening of Public Hearing**

Joel West, Yaggy Colby Associates, advised he was representing the owners and would address some of the previous questions. Mr. West advised that the two plans were conceptual at this point, and the exact size, shape, and number of buildings may vary. He added that the plans were meant to show building size, how the project would look in 3D, and to demonstrate that all the buildings could comfortably fit on the site. Mr. West advised that the proposal meets all the Northwest Area requirements for infiltration and stormwater, and the owners are proposing to install a buffer area along the northwest property line which would help buffer the property from any future uses on the Malensek property. Mr. West advised that they calculated

traffic projections for the area with development and determined that the existing transportation infrastructure would be sufficient for the existing two-lane roadway, even though it is proposed for a four-lane roadway. He then displayed the County's proposed realignment of 80<sup>th</sup> Street, indicating a short connecting road between the subject property and 80<sup>th</sup> Street through the Malensek property. He noted that if the Malensek property became permanent open space there would be two competing public interests (road connectivity vs. open space) at work which hopefully the County would resolve.

Chair Bartholomew asked if the applicant was in agreement with the two conditions listed in the report, to which Mr. West replied in the affirmative.

Commissioner Wippermann asked if consideration had been given to developing the site using the densities allowed for the current designation of Medium Density Residential.

Mr. West replied in the affirmative, but stated that in order to meet the stormwater infiltration requirements of the Northwest Area Ordinance they needed to add more units in order to achieve the right balance of density and price point.

Commissioner Wippermann asked if the proposed units would be owner-occupied or rental, to which Mr. West replied that had not yet been determined.

Commissioner Wippermann asked when the applicants anticipated starting construction, to which Mr. West replied he was unsure but that it could be yet this year.

Kurt Rechtzigel, 1407 E. 80<sup>th</sup> Street, advised he was one of the three property owners and was pleased to see development being proposed, especially in the current economic times.

### **Planning Commission Discussion**

Commissioner Wippermann stated he did not see any overriding reason why the recently updated Comprehensive Plan should be changed and therefore he would likely be voting against the request. He stated this was the first major project to be proposed since the completion of the 2030 Comprehensive Plan and he did not want to send a signal to developers that it was easy to change the long-range plan for the City.

Chair Bartholomew stated that while he agreed with Commissioner Wippermann, it was anticipated that the Northwest Area would be challenging and that some flexibility would be needed. He stated he felt the proposed density was appropriate for the area and he supported the request.

Commissioner Schaeffer stated there was considerable discussion when developing the Comprehensive Plan regarding potential difficulty in getting the proper density in the Northwest Area due to topography issues. He stated he was in favor of the request and felt that certain areas would end up being less dense than anticipated which would offset these numbers and result in a density balance for the area as a whole.

Commissioner Simon stated she did not see any overriding reason to change the density and was concerned about isolating this property should Mr. Malensek's property be turned into permanent open space.

Commissioner Scales stated he was in favor of the request and did not want to disallow the project because of something that may or may not happen with the Malensek property.

Commissioner Hark stated he was concerned about there being only one public access as well as having high density residential surrounded by low density.

**Planning Commission Recommendation**

Motion by Commissioner Schaeffer, second by Commissioner Scales, to approve the Comprehensive Plan Amendment to change the land use designation from MDR, Medium Density Residential to HDR, High Density Residential for property located north of 80<sup>th</sup> Street and west of the golf course, with the two conditions listed in the report.

Motion carried (6/2 – Simon, Wippermann). This item goes to City Council on April 26, 2010.

**PLANNING REPORT  
CITY OF INVER GROVE HEIGHTS**

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**REPORT DATE:** March 31, 2010 **CASE NO.:** 10-10PA

**APPLICANT:** Landis Iverson

**PROPERTY OWNER:** Iverson/Swanson, Abbott, Rechtzigel

**REQUEST:** Comprehensive Plan Amendment to change land use from MDR, Medium Density Residential to HDR, High Density Residential

**LOCATION:** 1401-1407 80<sup>th</sup> Street

**HEARING DATE:** April 6, 2010

**COMPREHENSIVE PLAN:** Medium Density Residential

**ZONING:** A, Agricultural

**REVIEWING DIVISIONS:** Planning **PREPARED BY:** Allan Hunting  
City Planner

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**BACKGROUND**

The applicant has submitted an application for a comprehensive plan land use change for a future proposed multiple family development located in the Northwest Area on land located on the north side of 80<sup>th</sup> Street, east of Hwy 3. The applicant is proposing an overall project density greater than allowed under the current designation. The current designation would allow for up to 12 units per acre. The applicant is proposing a project with an anticipated density of 19 units per acre. A change to High Density Residential is required for this density. The total project site consists of three different parcels with three different ownerships. Total acreage of the properties is 28.3 gross acres or 24.35 net developable acres. All property owners are part of the application request. The applicant is requesting a change to HDR, High Density Residential on all three parcels.

The property is currently zoned A, Agricultural and guided Medium Density Residential. The property is also located within the Northwest Area Overlay District.

The applicant has chosen to request the land use change portion of the application first before a detailed PUD application is submitted. A concept plan of the development and narrative are included with this report. Some elements of the concept plan may need some changes to meet the Northwest Area's requirement of differing housing types in each development, however, that is an issue for a future PUD Plan review. The task at hand with the comprehensive plan review is to determine if High Density Residential is an appropriate land use.

## **SURROUNDING USES**

The subject property is surrounded by:

North	Large lot residential; zoned A, Agricultural; guided Low Density Residential.
East	Inver Wood Golf Course.
West	Large Lot Residential; Zoned A, Agricultural; guided Low-Medium Density Residential.
South	Large Lot, Vacant; Zoned A, Agriculture; guided Industrial Office Park

## **EVALUATION OF REQUEST**

### **Comprehensive Plan Amendment**

When the City began its work on the 2020 Comprehensive Plan back in 1996, detailed land use and utility studies had not yet been done for the Northwest Area. The land use designation for this property and the surrounding properties to the north and west were guided for Low Density Residential.

When the Alternative Urban Areawide Review (AUAR) was conducted for the Northwest Area in 2005, the land use designation was identified as Low-Medium Density in order to address overall unit counts and density projections.

During the planning of the 2030 Comprehensive Plan, it was brought up by the landowners of some of the parcels in the Northwest Area (including the subject parcels) that some of the land had greater density potential than shown in the AUAR and in initial drafts of the comp plan. It was later determined that the subject parcels and surround parcels would have the ability to change some land use densities. The subject parcels were reclassified to Medium Density. The property to the north and west of the subject site was split with a mixed density of Low Density to the north and Low-Medium Density to the west.

The Land Use Chapter of the comprehensive plan has a description of the Northwest Area which includes the following:

“This comprehensive plan update modifies some of the land uses previously guided for the Northwest Area. These modifications are based on what we have learned over the last eight years of planning work completed in the Northwest Area as well as reflections of recent development proposals and comprehensive plan amendments. Two key guidelines were adhered to in modifying the land uses in the Northwest Area. 1) the development projections assumed within the Northwest AUAR remain higher than those projected for the 2008 Comprehensive Plan update, thus rendering the AUAR still effective and not impacting the design capacity of future infrastructure.2) the assumptions used to determine how infrastructure improvements are financed remain

on the low side, thus making sure that we project to exceed the amount of development needed to ensure the delivery of infrastructure to the Northwest Area is financially feasible.”

This indicates that when the change to Medium Density occurred, the land use assumptions for the AUAR were still higher and so there was no negative impact with this change. A redesignation to High Density Residential on these three properties would not impact the findings of the AUAR.

Based on the current land use designation (MDR 6-12 units/acre) and net developable acreage of 24.3, the range of units allowed would be from 146 to 292. Based on the proposed product type, (7+ unit buildings) an R-3C zoning would be the required zoning approved with a PUD. The R-3C zoning in the Northwest Area has a minimum density requirement of 12 units/acre. Therefore, the project would be required to contain at least 292 units.

The following provides some rationale for approval and denial of the proposed land use change.

#### **RATIONAL FOR THE LAND USE CHANGE**

- The property is surrounded by the city golf course to the east and the Malensek property to the west and north. Mr. Malensek has been in discussions with the County for many years now regarding the possibility of putting his 49 acre parcel into permanent open space through a conservation easement. If the Malensek property is put into a conservation easement with no development, the subject parcels would be isolated and creates an island for planning purposes. The parcels would have to be looked at on their own as far as land use and development potential.
- The applicant has gone through the required sketch plan review process per the Northwest Area and has submitted preliminary information pertaining to the Natural Resource Inventory, net developable area, and development capacity plan. From preliminary reviews, the project can work with the proposed densities and can meet Northwest Area criteria.
- There are no significant features on the property as identified in the Natural Resource Inventory. Therefore, an increase in density and development potential would not have a significant negative impact on natural features.
- The property abuts 80<sup>th</sup> Street or County Road 28. The County has control of access. The County has approved a preliminary alignment of future 80<sup>th</sup> Street that will connect to the round-about at Hwy 3. Access points have been identified and the developer’s proposed access point appears to be consistent with the county’s preliminary

alignments. 80<sup>th</sup> Street would also be widened in the future to accommodate the increased traffic once more development occurs.

- The Fire Marshal has not seen any issues with this project and proposed densities and only one access to the site. A future public street stub and an emergency access would be required to satisfy fire code issues.
- The property to the south is guided Industrial Office Park. A typical land use adjacent to or across the street from light industrial or commercial would be higher density residential. A change to a high density residential would be consistent with this land use pattern and would not be in conflict with the future industrial office park uses on the south side of 80<sup>th</sup> Street.
- The land use designation to the west and north is a split of Low Density (1-3 units/acre) to the north and Low-Medium Density (3-6 units/acre) to the west. An increase in density would not create density conflicts with Low-Medium Density projects which would most likely be townhome projects, but could have an impact on Low Density development as this would be most likely single family detached projects.
- The property abuts the Inverwood Golf Course to the east. This land is guided Public. Higher density residential is typical along golf courses as it provides a good open space amenity alongside higher density developments. A change to High Density Residential would be consistent with development along a golf course.
- A change to an HDR designation provides more flexibility in the product type proposed. There is no minimum density required in the Comprehensive Plan and in the HDR designation, there is no maximum density. Maximum density would be governed by the specific regulations of the proposed multiple family zoning district. A developer has more opportunity to provide a mix of housing types. The MDR designation has a range of 6-12 units per acre with a maximum density of 12 units per acre. Typical products in this range are townhome developments. Multi-level high density projects typically do not fall within this density range.
- The additional density from an HDR designation would help support the commercial designation for the property on both sides of the Hwy 3/80<sup>th</sup> Street intersection.
- Allowing more density at this location provides more flexibility for the city and developers with future density elsewhere in the Northwest Area. Increased density at this location could offset other properties that may not develop to the anticipated densities. It could also allow the city to reduce densities on other parcels to the point encouraging single family development. It is important that overall Northwest Area densities are met to satisfy both the Metropolitan Council and the city financial

projections to pay for the municipal service improvements installed. Increased densities generate additional utility connection revenues.

### **RATIONALE AGAINST THE LAND USE CHANGE**

- The proposed unit count of 486 units would nearly double the maximum amount allowed under the current land use designation and would give a projected 19.95 units/acre. The increase in units would increase the future population potential on this property by nearly 500 people (assuming 2.5 persons per household). This is a significant potential population increase.
- Since the county controls access, there will be only one access allowed onto 80<sup>th</sup> Street. Standard policy of the city is to have two access points to a development. Only one public access point appears possible on 80<sup>th</sup> Street and the project would rely on a future street stub connection from the property to the west or north. An increase of density could pose a problem with the possibility of only one public access to the property. If the Malensek property is put into conservation, no access would be possible from the west or north. An emergency access is an alternative for a second access for emergency purposes. Due to the possible single access, the proposed density may be more than the property can accommodate.

### **ALTERNATIVES**

The Planning Commission has the following alternatives available for the proposed request:

**A. Approval** If the Planning Commission finds the application acceptable, the Commission should recommend approval of the Comprehensive Plan Amendment from MDR, Medium Density Residential to HDR, High Density Residential subject to the following conditions:

1. The Metropolitan Council shall not require any significant modifications to the comprehensive plan amendment.
2. The Metropolitan Council shall not make a finding that the comprehensive plan amendment has a substantial impact or contain a substantial departure from any metropolitan systems plan.

**B. Denial** If the Planning Commission does not favor the comprehensive plan amendment and rezoning are not in the best interest of the physical development of the City, a recommendation of denial should be forwarded to the City Council. With a recommendation of denial, findings or the basis for the denial should be given.

## **RECOMMENDATION**

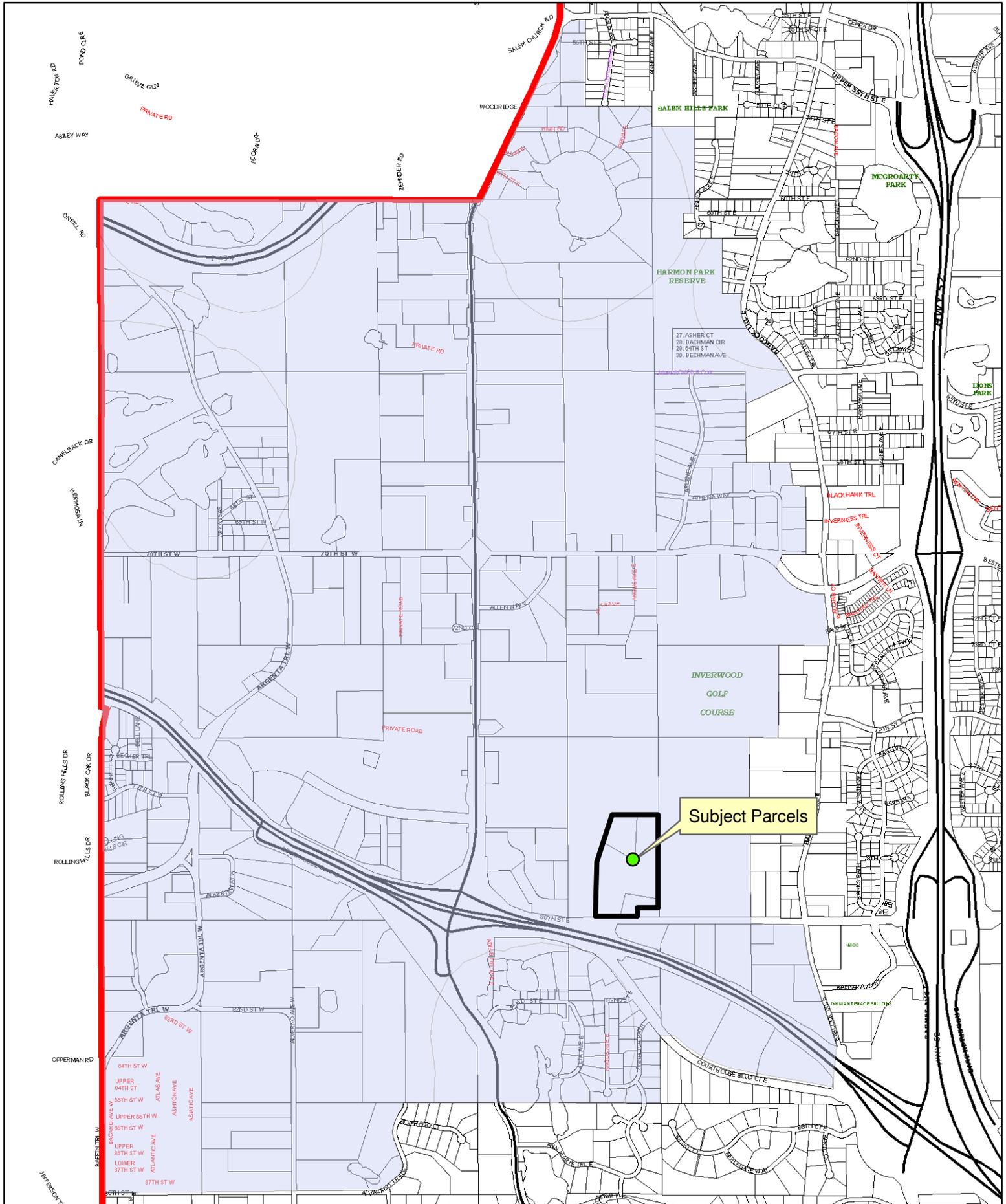
Based on the analysis done by Planning and during the 2030 Comp Plan update, staff finds that the change to a High Density Residential is compatible with the proposed and existing surrounding land uses and recommends approval of the comprehensive land use plan change.

Attachments: Location Map  
Existing/Proposed Comp Plan Map  
Map of Land Use Designations for Northwest Area  
Applicant Narrative



# Location Map

## Case No. 10-10PA

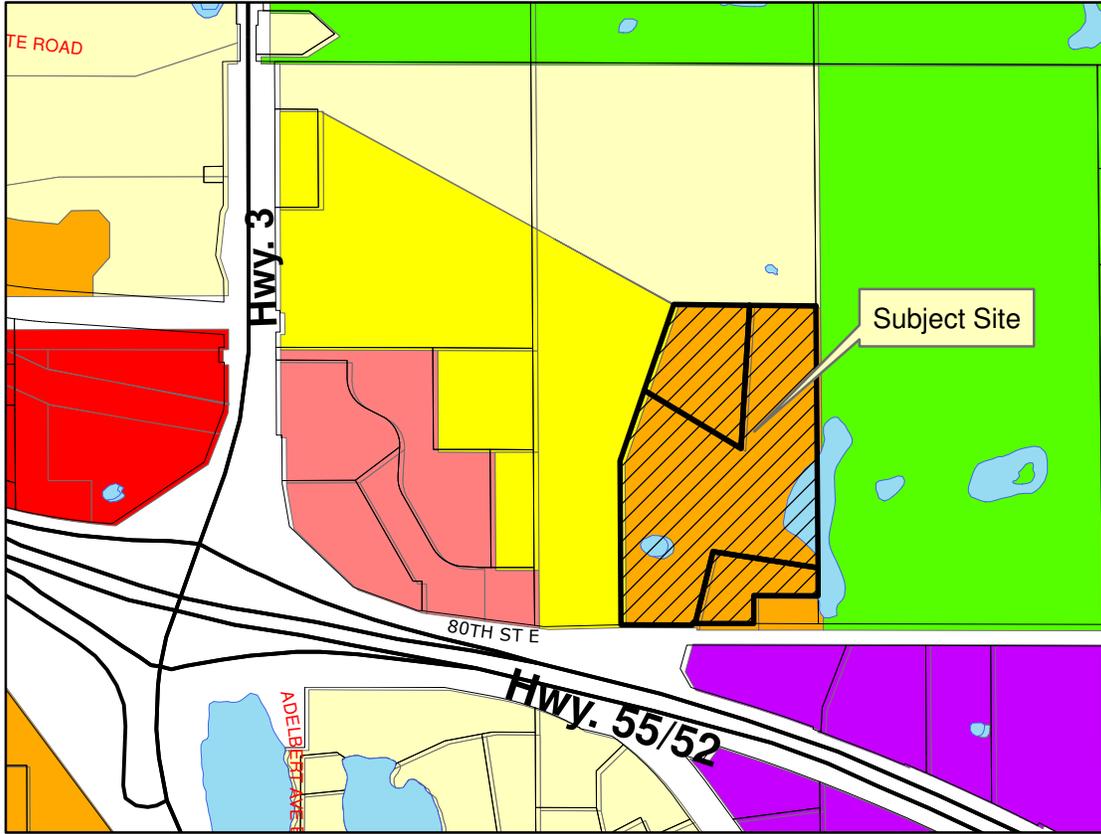




# Iverson Comp Plan Amendment

## Case No. 10-10PA

### Existing Comp Plan

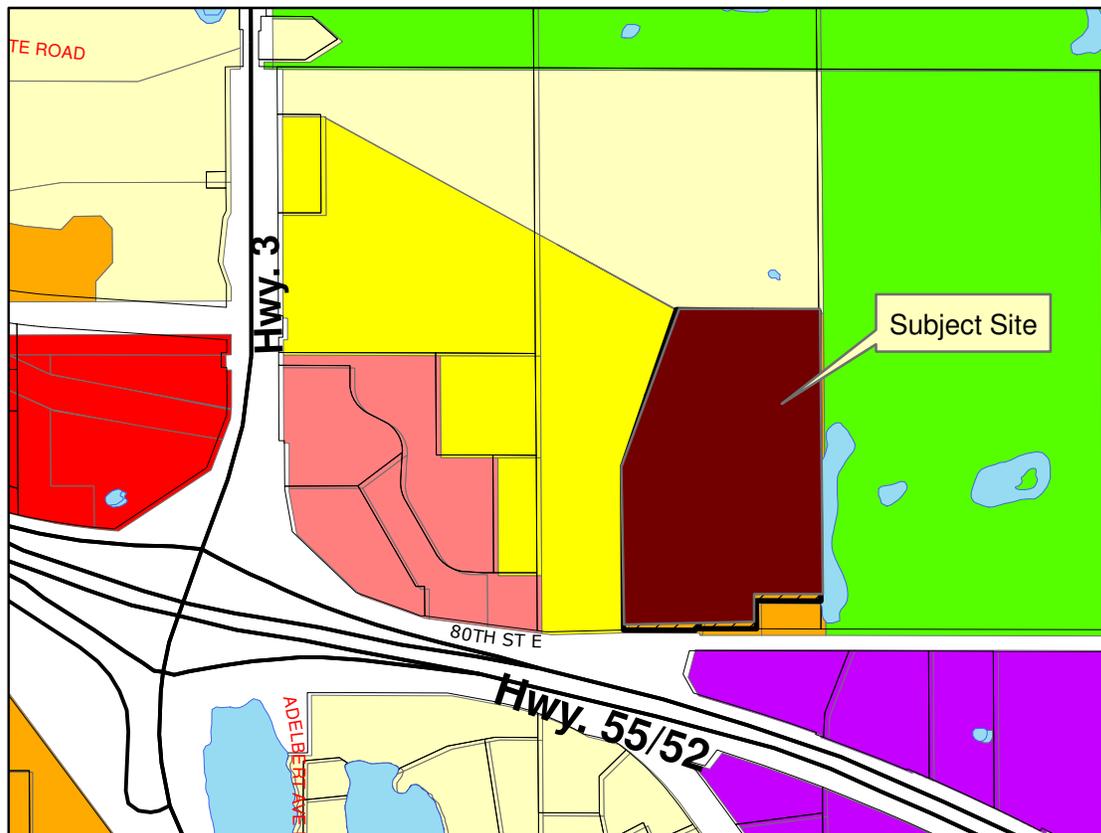


### Legend

**2030 Land Use Plan**  
**parcels\_051208.PPLU\_HKGi**

- Rural Density Residential
- Low Density Residential
- Low-Medium Density Residential
- Medium Density Residential
- High Density Residential
- Neighborhood Commercial
- Community Commercial
- Regional Commercial
- Mixed Use
- Office
- Industrial Office Park
- Light Industrial
- General Industrial
- Industrial Open Space
- Public / Institutional
- Public Park / Open Space
- Private Open Space
- Rail Road
- Open Water / Wetlands

### Proposed Comp Plan

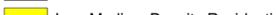


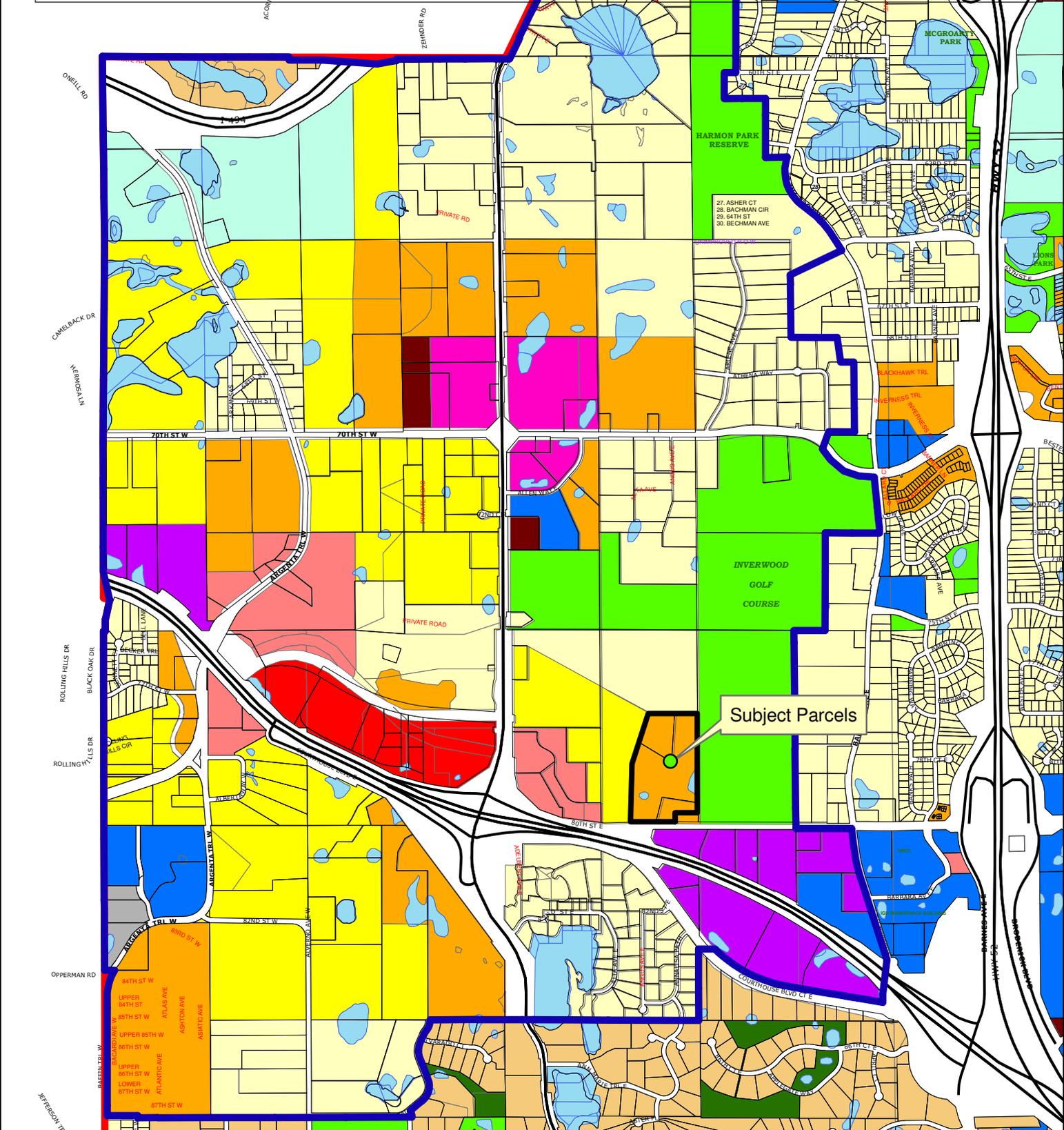
# 2030 Land Use Map

## Case No. 10-10PA



**Legend**

 nw area perimeter	<b>parcels_051208.PPLU_HKGI</b>	 Medium Density Residential	 Regional Commercial	 Light Industrial	 Public Park / Open Space
<b>2030 Land Use Plan</b>	 Rural Density Residential	 High Density Residential	 Mixed Use	 General Industrial	 Private Open Space
	 Low Density Residential	 Neighborhood Commercial	 Office	 Industrial Open Space	 Rail Road
	 Low-Medium Density Residential	 Community Commercial	 Industrial Office Park	 Public / Institutional	 Open Water / Wetlands



# Iverson and Swanson Site *Inver Grove Heights, Minnesota*

*March 4, 2010*

## COMPREHENSIVE PLAN AMENDMENT

### REQUEST

Mr. Iverson and Mr. Swanson, hereinafter called the Developers, are requesting a comprehensive plan amendment from Medium Density Residential, which allows 6 to 12 dwelling units per acre, to High Density Residential (12+ units per acre). Specifically, the Developers are requesting a density of 19.95 dwelling units per acre.

The 2030 Comprehensive Plan shows the Future Land Use for this site as Medium Density Residential (6 to 12 units per acre) with a current zoning of Agriculture. The city created a PUD ordinance for the Northwest Area, which in the case of the proposed development, with its building style of more than seven units, requires a zoning of PUD Multi-Family R-3C, with a minimum density of 12 units per acre. While the zoning establishes a minimum of 12 units per acre (minimum of 334 units), the 2030 Comprehensive Plan specifies that the site is Medium Density Residential with a density of 6 to 12 units per acre (167 units to 334 units). There is only one density where these two requirements intersect and it is at a maximum density of 12 units per acre or 292 units.

As shown on the following page and on the Sketch Plan graphic, this proposed comprehensive plan amendment for a density of 19.95 units per acre for a total of 486 units is achievable. This site would require a Comprehensive Plan Amendment to the 2030 Comprehensive Plan from Medium Density Residential (6 to 12 units per acre) to High Density Residential (12+ units per acre).

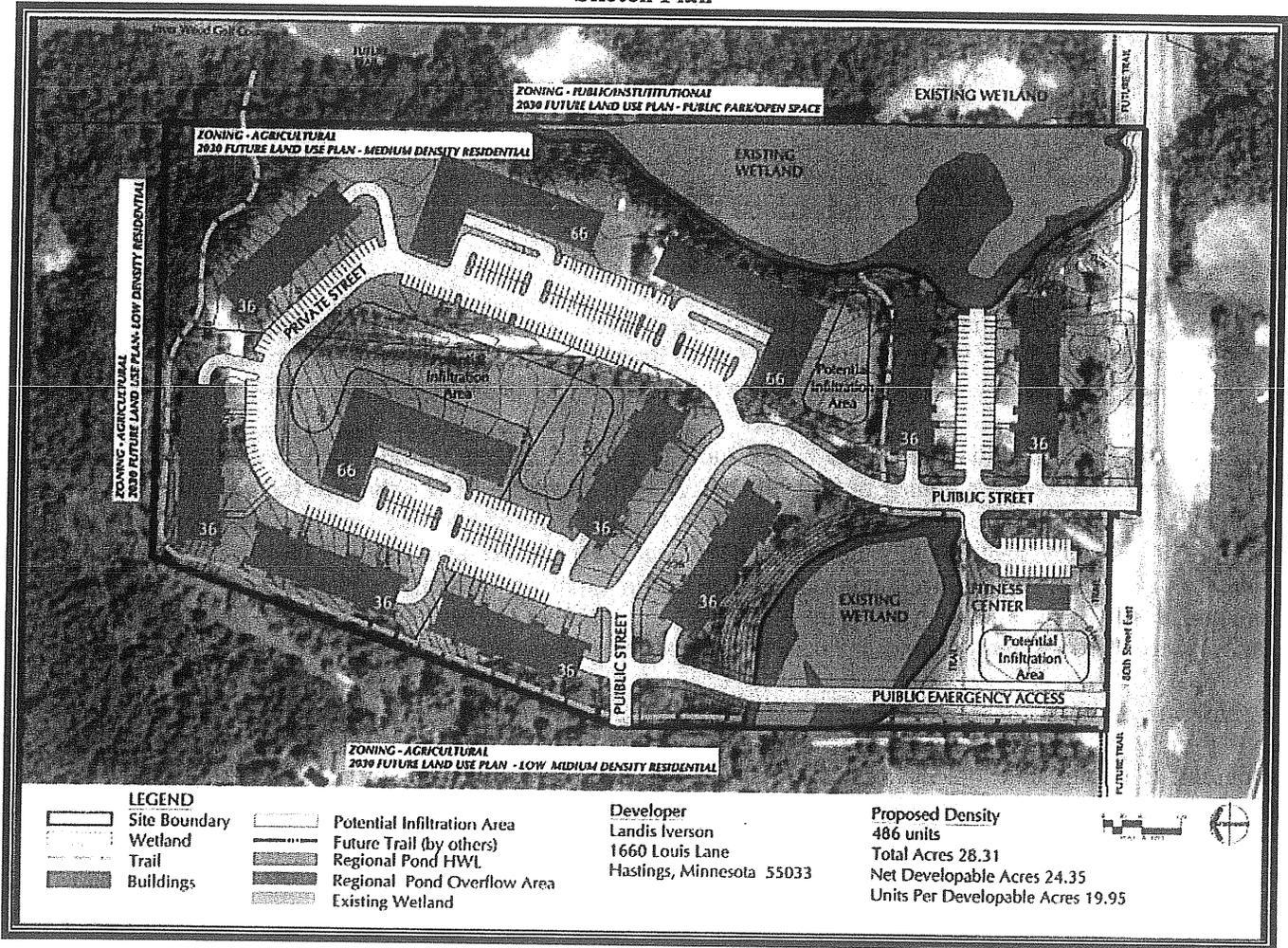
**Density Capacity Table**

Comprehensive Plan and Zoning	Total Site Area	Net Developable Area	Density Allowable Units per acre	Allowable Units	Density Proposed Units per acre	Proposed Units
<b>2030 Comprehensive Plan Future Land Use Medium Density Residential (MDR)</b>	28.31	24.35	6 to 12 Units per acre	146 – 292	19.95 Units per acre	486
<b>Northwest Overlay District Multi-Family (7+ Unit Buildings) correlates with R-3C Multi-Family Residential District</b>	28.31	24.35	Min. 12 Units per acre	Min. of 292	19.95 Units per acre	486

### Sketch Plan

The site encompasses 28.31 gross acres and 24.35 net developable acres. This plan includes all three parcels: Iverson/Swanson parcel, Abbott parcel, and the Rehtzigel parcel. A Sketch Plan was prepared in order to determine the density that could be accomplished on the site, while meeting the standards of the city. The Sketch Plan, which is an example of the massing to achieve the desired density, and may not be the exact style of building constructed, shows 11 multi-story condominiums/apartments. The buildings range from 36 units to 66 units, which may include some onsite office or retail to serve the proposed development. The Sketch Plan has a net density of 19.95 units per acre.

## Sketch Plan

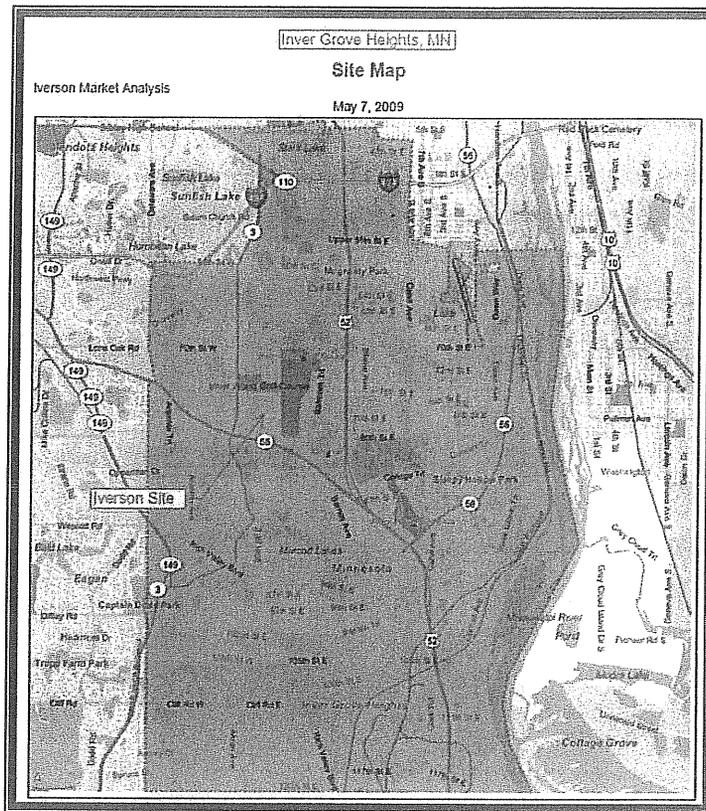


### SITE LOCATION

Mr. Landis Iverson and Mr. Bob Swanson own 20.5 acres of land in the northwest section of Inver Grove Heights. The PID number is 20-00800-013-51 (Site B on photo below). The parcel is located adjacent to Inver Wood Golf Course on the east and 80<sup>th</sup> Street on the south. Mr. Iverson and Mr. Swanson are working with the neighboring parcels; PID #20-00800-014-51 (Site A) and PID #20-00800-012-51 (Site C), to incorporate them into the development. The total developable site, including Sites A, B, and C, is 28.31 acres. In addition, Mr. Iverson and Mr. Swanson are aware the City of Inver Grove Heights owns PID #20-00800-020-51, located South and West of Site C, and that this site may be used for storm water purposes in the future.

The Iverson/Swanson Property is located along 80<sup>th</sup> Street East between Trunk Highway 52 and Trunk Highway 55 in Inver Grove Heights. The site currently has a small amount of development along 80<sup>th</sup> Street East. The majority of the site is undeveloped with some fields, woodlands, and wetlands overlooking Inver Wood Golf Course to the east of the project boundary.

**Iverson/Swanson Site  
Location Map  
City of Inver Grove Heights**



**CONTACT INFORMATION**

**Developer:** Mr. Landis Iverson and Mr. Bob Swanson  
1660 Louis Lane  
Hastings, MN 55033  
Phone: (651) 334-1767

**Fee Owner(s):** PID#:20-00800-013-51 (Site B)  
(See Map on Next Page) Mr. Landis Iverson  
Mr. Bob Swanson  
1660 Louis Lane  
Hastings, MN 55033  
Phone: (651) 334-1767

PID #:20-00800-014-51 (Site A)  
Mr. Anthony Abbott  
1401 80<sup>th</sup> Street  
Inver Grove Heights, MN 55077

PID #:20-00800-012-51 (Site C)  
Mr. Kurt Rechtzigel  
1407 80<sup>th</sup> Street  
Inver Grove Heights, MN 55077

**Planner/Engineer:**

Yaggy Colby Associates  
Attn: Joel B. West, Senior Planner  
2020 Silver Bell Road, Suite 4  
Eagan, MN 55122  
Phone: (651) 681-9040  
FAX: (651) 905-3707



Source: Dakota County GIS and Yaggy Colby Associates



Site – West View



Site – East View

## ZONING

The land encompassed by the proposed development is currently zoned Agricultural. All land in the Northwest Area is required to develop according to an established Northwest Area Overlay District; however, an underlying zoning district must also be established. However, as part of the PUD it is understood that the city desires to encourage diverse housing types through the maximum percentage mix of uses as shown in the table below.

**Table 39-2 Maximum Percentage Mix of Uses by district.**

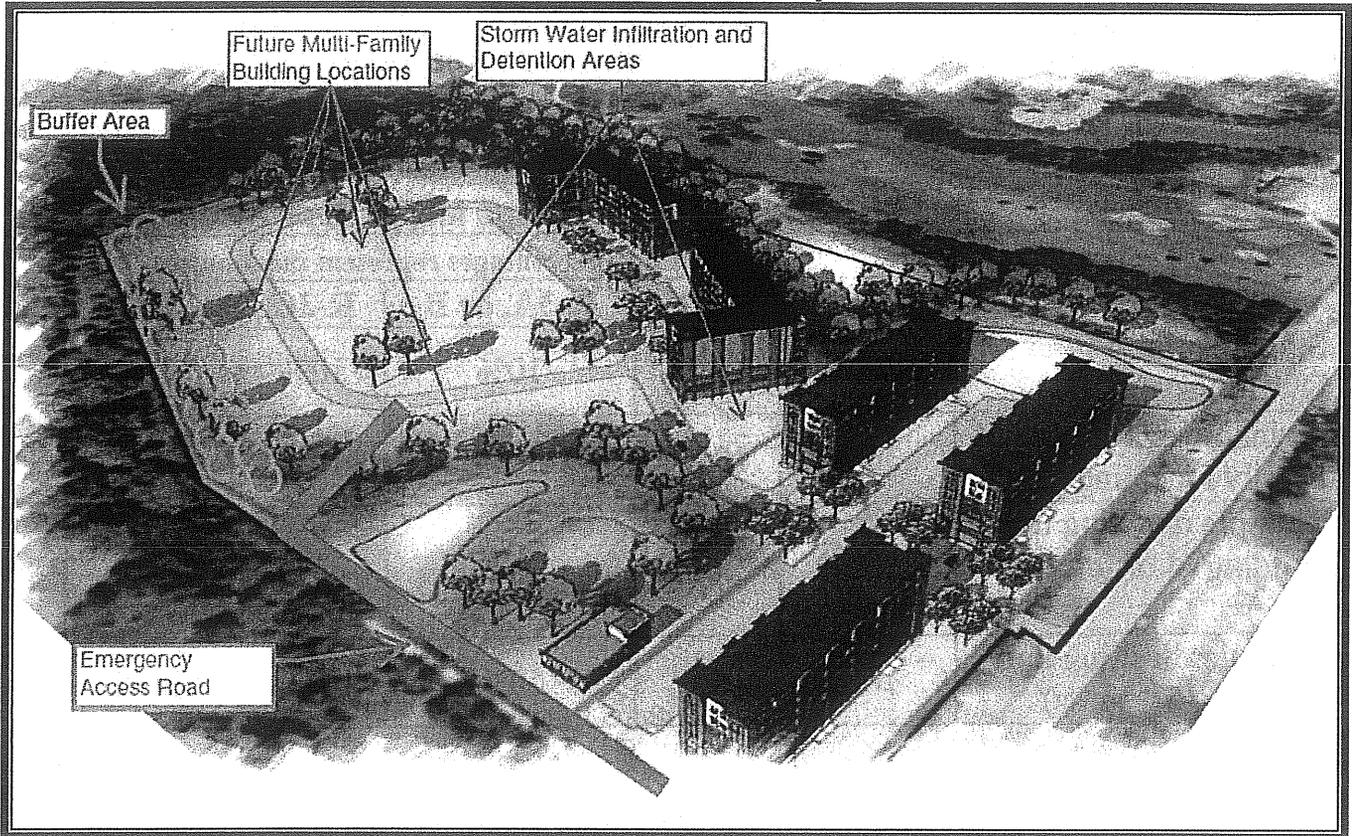
Uses	Zoning District (percentages represent maximums)				
	R-1C	R-2	R-3A, or B	R-3C	MU
Single Family Dwellings	100%	100%	10%	10%	10%
Twinhomes/Two-Family Dwellings	30%	100%	30%	10%	15%
Multiple dwelling unit building (4 or fewer units)	10%	30%	100%	40%	100%
Multiple dwelling unit building (5 + units)	0%	0%	50%	100%	100%

The Developers plan to pursue multi-family dwellings on the site of five or more dwelling units. This would lead to the most likely request for an underlying zoning district of R-3C. While this district does allow for dwelling units other than buildings with five or more units, the Developers believe that in order to balance the density needed to make a viable project with the other goals of the PUD, it would be better to provide the housing in the proposed multi-family buildings thereby allowing for less building coverage of the land and more room for the following items to meet the following objectives of the Comprehensive Plan and the Northwest Area PUD:

- open space
- infiltration areas,
- reduction of impervious surfaces,
- preservation of natural areas
- pedestrian connections

The Developers desire to develop the property in a manner similar Sketch Plan previously shown, and also represented in the three dimensional graphic shown below. While the exact style of buildings will vary, and the two graphics are slightly different that each other, the graphic provides the sense of scale envisioned for the development. The golf course to the East will provide open space adjacent to this side of the development. Any perceived impact of the development to the West can be mitigated by a proposed buffer area along a substantial portion of the Western boundary of the site. In addition, the proposed emergency access road and the adjacent, wetland and storm water pond will provide additional buffering along the Southern portion of the Western Boundary.

### Three Dimensional Site Graphic



Source: Yaggy Colby Associates

### SITE ANALYSIS

The Sketch Plan, previously shown and mentioned, was prepared following the submittal requirements outlined in Section 510.07, Subd. 1 of the Subdivision Ordinance. In addition to gaining an understanding of the city's goals, Developer devoted a great deal of time and energy to carefully analyze the site's complex character.

#### Net Developable Area

This site totals 28.31 acres of which 24.35 acres are considered "net developable." According to the city, the net developable area is the number of acres remaining after excluding right-of-way for arterial streets, public waters, wetlands, shoreland area, bluffs, and future public parks (City Code Section 515.30, Subd. 2, 181c). The developable acreage was arrived at by deducting the following acreages:

Site Acreage	28.31 acres
Existing Road R.O.W	0.32 acres
Wetland-Deep Marsh	0.91 acres
Wetland-Shallow Marsh	0.26 acres
Total Net Developable	24.35 acres

#### Natural Area / Open Space

The city requires that at least 20% of the net developable area within the PUD shall be preserved as natural area/open space. Of this 20%, at least 50% of the required natural area/open space shall be maintained in a natural, undisturbed condition with native vegetation. In addition, at least 75% of the required natural area/open space shall be contiguous with no portion less than 100 feet wide. The table below shows the number of acres

required by ordinance and the number of acres (approximately) proposed in the Sketch Plan. This demonstrates that the proposed density can be achieved, while maintaining the requirements specified by the city.

### Natural Area/Open Space Table

Designated Area	Required Acres	Proposed Acres (Approx.)	Excess Acres (Approx.)
Natural Area / Open Space	5.56	15.39	9.83
Undisturbed Natural Area Open / Space	2.78	7.03	4.25
Disturbed Natural Area Open / Space	2.78	8.35	5.57
Contiguous Natural area / Open Space Minimum of 100 Foot Width	4.17	5.47	1.30

The density and bulk standards for the PUD are listed below for reference purposes:

**Table 39-1 Density and Bulk Standards.**

Use (Correlates with underlying zoning district as specified below)	Density <sup>1</sup>	Front Yard Setbacks <sup>2</sup>		Side Yard	Impervious Surface Coverage <sup>3</sup>	Building Coverage	Building Height
	Minimum	Min.	Max.	Min. Structure Separation <sup>4</sup>	Maximum Coverage	Maximum Coverage	Maximum per lot
<b>Residential</b>							
<b>Single Family</b> (Correlates with R-1C)	2 units/ac.	20 ft.	30 ft.	20 ft.	25%	None	35 ft.
<b>Two Family/ Twinhome</b> (Correlates with R-2)	3 units/ac.	20 ft.	30 ft.	20 ft.	30%	None	35 ft.
<b>Multi-Family</b> ( < 4 unit bldgs.) (Correlates with R-3A)	5 units/ac.	20 ft.	30 ft.	20 ft.	35%	20%	35 ft.
<b>Multi-Family</b> (4-7 unit bldgs.) (Correlates with R-3B)	8 units/ac.	20 ft.	30 ft.	20 ft.	55%	20%	56 ft.
<b>Multi-Family</b> (7+ unit bldgs.) (Correlates with R-3C)	12 units/ac.	20 ft.	30 ft.	20 ft.	65%	20%	70 ft.



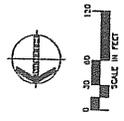
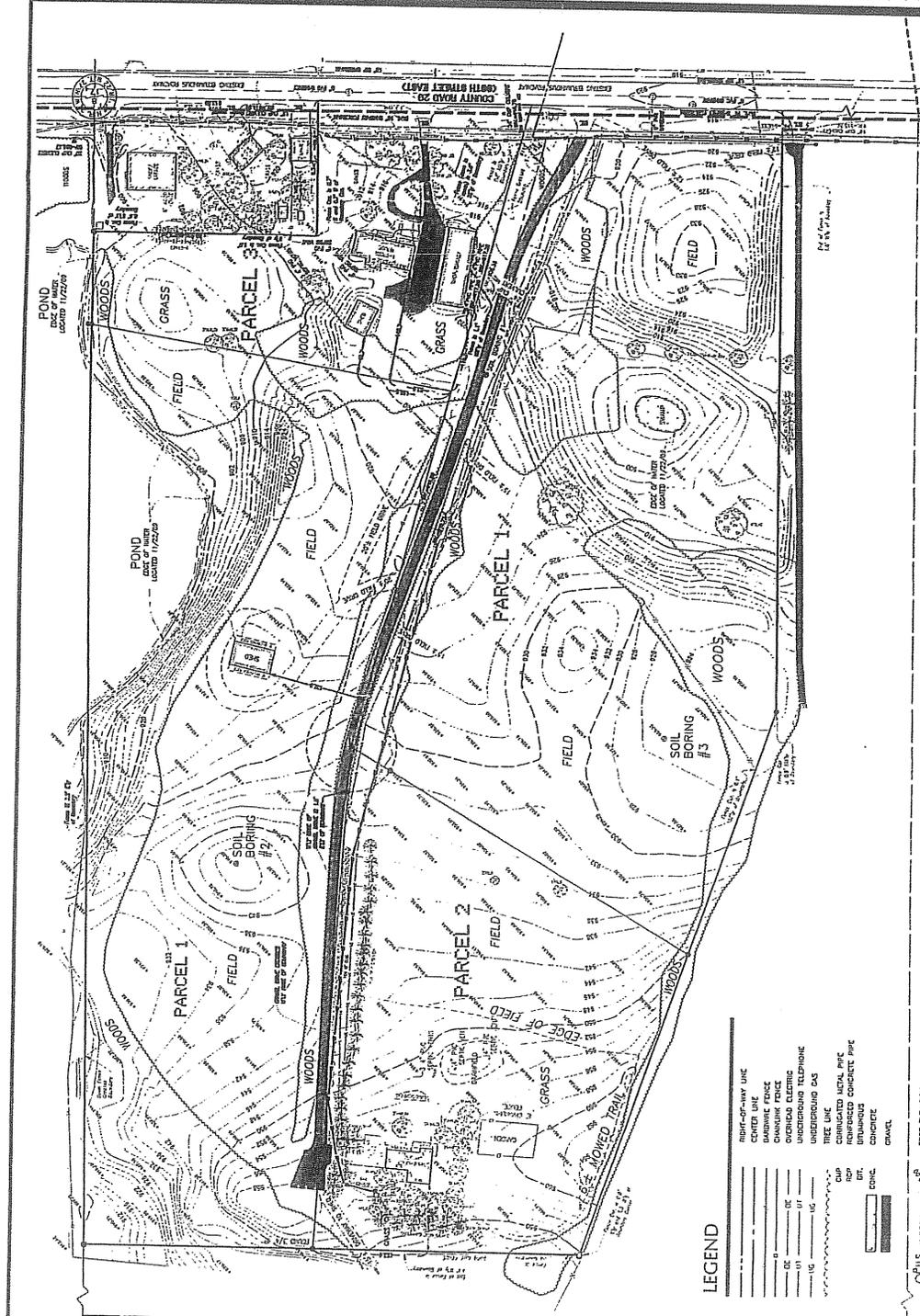


**YAGGY COLBY**  
 SURVEYORS & ENGINEERS  
 1000 W. WASHINGTON ST., SUITE 100  
 MINNEAPOLIS, MN 55402  
 PHONE: 612.338.1111  
 FAX: 612.338.1112  
 WWW.YAGGYCOLBY.COM

**SI, LLC PROPERTIES**  
**INNER GROVE HEIGHTS, MINNESOTA**  
**ALTA / ACSM Land Title Survey**

PROJECT	INVESTMENT
DATE	11-13-2023
DRAWN BY	J.E. BOGA
CHECKED BY	J.E. BOGA
DATE	11-13-2023
SCALE	AS SHOWN
DATE	11-13-2023
SCALE	AS SHOWN

3  
 3  
 3



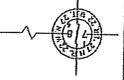
**DATA**  
 ALL DRAWINGS ARE REFERENCED TO THE NATIONAL HORIZONTAL DATUM, unless otherwise noted. ELEVATIONS ARE REFERENCED TO THE MEAN SEA LEVEL DATUM. THE DATE OF SURVEY IS 11/13/2023.

**ADJUSTMENTS**  
 1. 2011 NAD 83 is used as the datum for all horizontal and vertical measurements.  
 2. 2011 NAD 83 is used as the datum for all horizontal and vertical measurements.  
 3. 2011 NAD 83 is used as the datum for all horizontal and vertical measurements.

**ASSUMPTIONS**  
 1. 24" Iron Pipe is in the lot.  
 2. 24" Iron Pipe is in the lot.  
 3. 24" Iron Pipe is in the lot.

**LEGEND**

RIGHT-OF-WAY LINE	SPOT ELEVATION
CENTER LINE	TELEPHONE MANHOLE
BARRENCE FENCE	ELECTRIC WATER
CORNER MARKER	WELL
UNDERGROUND TELEPHONE	24" IRON PIPE
UNDERGROUND GAS	24" IRON PIPE
TRAIL	24" IRON PIPE
CONCRETE METAL PIPE	24" IRON PIPE
CONCRETE PIPE	24" IRON PIPE
GRAVEL	24" IRON PIPE





ARCHITECTS  
PLANNERS  
ENGINEERS  
LANDSCAPE ARCHITECTS  
INTERIOR DESIGNERS  
ENVIRONMENTAL DESIGNERS  
PLANNING, DESIGN, CONSTRUCTION  
MANAGEMENT, AND OPERATIONS

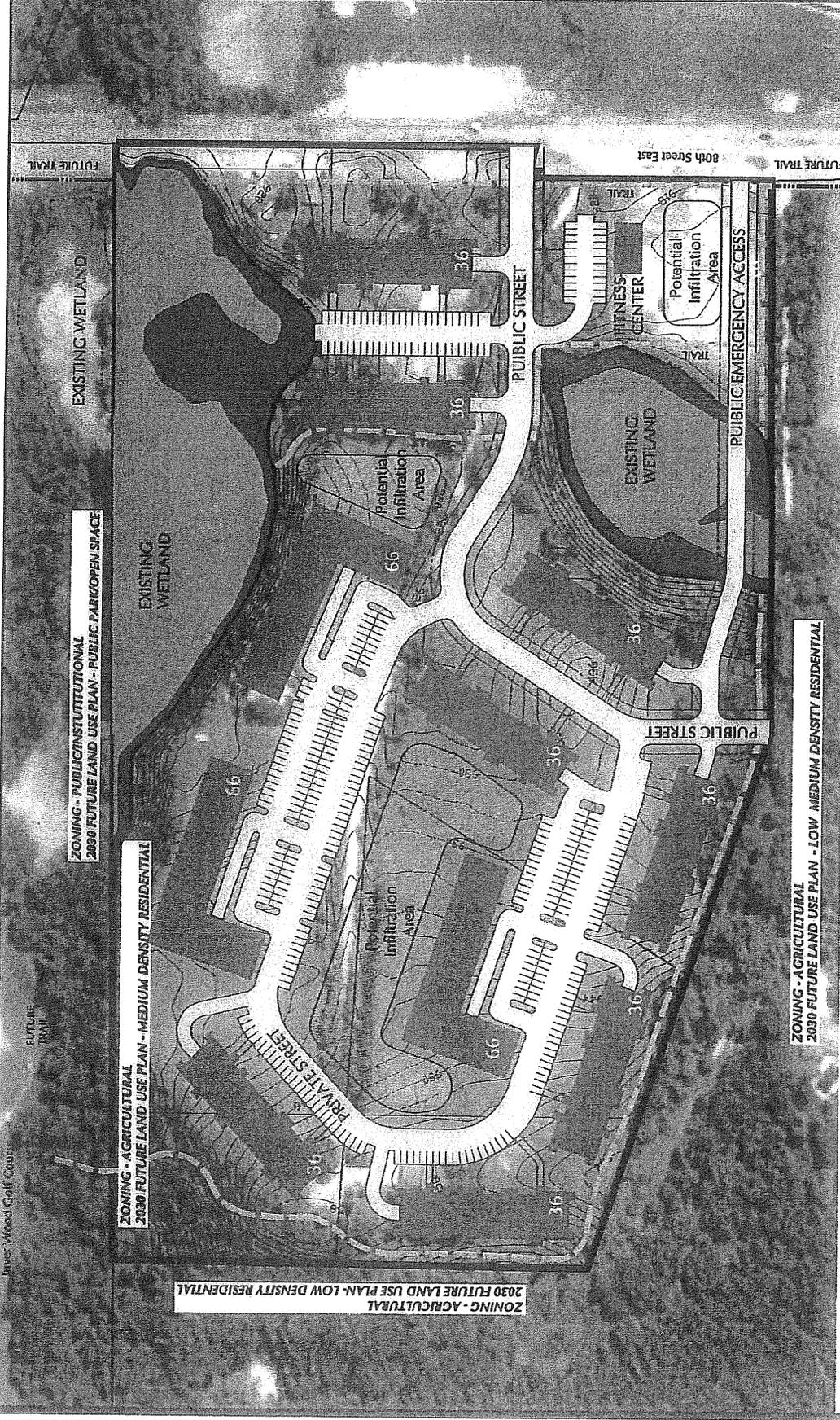
DATE	
REVISION	

INVERSON PROPERTY  
INVER GROVE HEIGHTS, MINNESOTA  
SKETCH PLAN

PROJECT NAME	
DATE	
SCALE	
DESIGNED BY	
CHECKED BY	
APPROVED BY	
DATE	
SCALE	
DESIGNED BY	
CHECKED BY	
APPROVED BY	
DATE	

1

CP 11/11/11



Proposed Density  
486 units  
Total Acres 28.31  
Net Developable Acres 24.35  
Units Per Developable Acres 19.95

Developer  
Landis Iverson  
1660 Louis Lane  
Hastings, Minnesota 55033

- Potential Infiltration Area
- Future Trail (by others)
- Regional Pond HWL
- Regional Pond Overflow Area
- Existing Wetland

- LEGEND**
- Site Boundary
  - Wetland
  - Trail
  - Buildings

Inver, Mood Graf, Cour

ZONING - PUBLIC/INSTITUTIONAL  
2030 FUTURE LAND USE PLAN - PUBLIC PARK/OPEN SPACE

ZONING - AGRICULTURAL  
2030 FUTURE LAND USE PLAN - MEDIUM DENSITY RESIDENTIAL

ZONING - AGRICULTURAL  
2030 FUTURE LAND USE PLAN - LOW DENSITY RESIDENTIAL

ZONING - AGRICULTURAL  
2030 FUTURE LAND USE PLAN - LOW MEDIUM DENSITY RESIDENTIAL

### Dakota County, MN



*Disclaimer:* Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

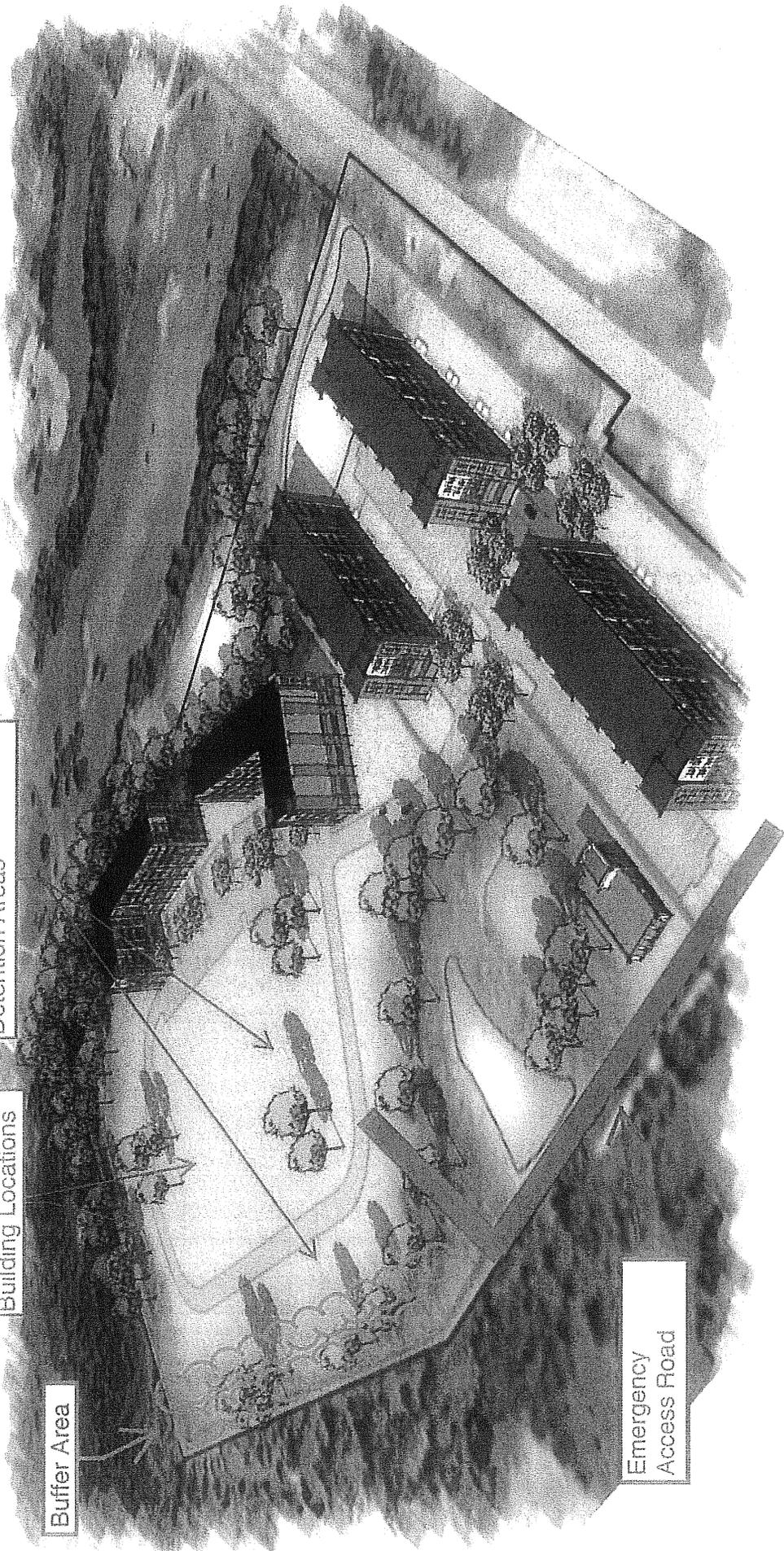
Map Scale  
1 Inch = 569 feet

Storm Water Infiltration and  
Detention Areas

Future Multi-Family  
Building Locations

Buffer Area

Emergency  
Access Road



**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**CITY OF INVER GROVE HEIGHTS**

Meeting Date: April 26, 2010  
 Item Type: Regular Agenda  
 Contact: Allan Hunting 651.450.2554  
 Prepared by: Allan Hunting, City Planner  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED**

Consider the Third reading of an **Ordinance Amendment** to the Zoning Ordinance relating to maximum allowed impervious surface coverage in the single family residential zoning districts including A, E-1, E-2, R-1A, R-1B and R-1C

- Requires 3/5th's vote.
- 60-day deadline: N/A

**SUMMARY**

The City Council reviewed the second reading of the ordinance and did not require any changes.

Staff is not recommending any further changes to the draft ordinance.

**RECOMMENDATION**

Planning and Engineering recommend approval of the third reading of the ordinance amendment as proposed.

Attachments: Ordinance Amendment

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE TITLE 10, CHAPTERS 7, 8, 9 AND 15 AS THEY RELATE TO IMPERVIOUS SURFACE COVERAGE AND STRUCTURE COVERAGE IN THE A, AGRICULTURAL, E-1, E-2, ESTATE RESIDENTIAL AND R-1A, R-1B, R-1C, SINGLE FAMILY RESIDENTIAL ZONING DISTRICTS**

The City of Inver Grove Heights hereby ordains as follows:

**SECTION 1. AMENDMENT.** Inver Grove Heights City Code Title 10: Chapter 7, A **Agricultural District**, Section 10-7-2, Chapter 8, Article A. **E-1 2 ½ Acre Estate District**, Section 10-8A-2, and Chapter 8, Article B. **E-2 1 ¾ Acre Estate District**, Section 10-8B-2 are hereby amended to add the following:

**D. Impervious Surface Standards:**

**Maximum Impervious Surface Allowed:**

<b>Lot Size (in square feet unless otherwise indicated)</b>	<b>Maximum Allowed (without CUP) (percentage of lot area unless otherwise indicated)</b>	<b>Additional Allowed With CUP</b>
<b>0 - 9,000</b>	<b>40%</b>	<b>10% of lot area</b>
<b>&gt; 9,000 - 12,500</b>	<b>35% but not less than 3,600 sq. ft.</b>	<b>10% of lot area</b>
<b>&gt;12,500 - 17,000</b>	<b>30% but not less than 4,375 sq. ft.</b>	<b>10% of lot area</b>
<b>&gt;17,000 - 25,000</b>	<b>25% but not less than 5,100 sq. ft.</b>	<b>10% of lot area</b>
<b>&gt;25,000 - 1 Acre</b>	<b>20% but not less than 6,250 sq. ft.</b>	<b>10% of lot area</b>
<b>&gt;1 Acre - 2.5 Acres</b>	<b>15% but not less than 8,700 sq. ft.</b>	<b>10% of lot area</b>
<b>&gt;2.5 Acres - 5 Acres</b>	<b>10% but not less than 16,335 sq. ft.</b>	<b>10% of lot area</b>
<b>&gt; 5 Acres</b>	<b>43,560 sq. ft.</b>	<b>22,000 sq. ft.</b>

**1. Additional impervious surface may be allowed by conditional use permit as listed above, provided the following criteria are met:**

(a) A stormwater management system shall be constructed within the property (not within any public easements or right-of-way) that meets the best management practices design criteria as set forth in the northwest area ordinances and stormwater manual.

(b) The stormwater management system and grading plan (including necessary details for construction, showing proper location, material, size, grades and vegetation) shall be approved by the engineering division prior to ground disturbance or installation of the facility.

(c) The stormwater management system is considered a private system and the responsibility of maintenance is that of the owner.

(d) The design of the facility shall provide storage and treatment for the 100 year event volume as it relates to the additional impervious surface being considered with a conditional use application.

(e) A stormwater facilities maintenance agreement shall be entered into between the applicant and city to address responsibilities and maintenance of the stormwater system.

(f) An escrow or fee, to be determined by the city engineer, shall be submitted to the city with the stormwater 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 stormwater management system and grading plan. Surety shall be provided to ensure construction of the system according to the plans approved by the city engineer.

(g) The soils shall be tested to determine the infiltration capacity at and below the stormwater facility to ensure the stormwater management facility performs and functions within the assumed design parameters. A three (3) foot separation shall be maintained from seasonal high water levels and the bottom of any facility.

SECTION 2. AMENDMENT. Inver Grove Heights City Code Title 10, Chapter 9A, Article A. R-1 One-Family Residential Districts, Section 10-9A-2 is hereby amended as follows:

D. Impervious Surface Standards

1. ~~For lots that meet the minimum lot size requirement:~~

a. ~~A maximum of 25% of impervious surface is allowed.~~

b. ~~Up to 30% of impervious surface may be allowed by Conditional Use Permit, provided the following criteria are met:~~

~~(1) A Storm Water Management System shall be constructed within the property that meets the Best Management Practices design criteria as set forth in the Northwest Area Ordinances and Storm Water Manual.~~

~~(2) The Storm Water Management System and Grading Plan (including necessary details for construction, showing proper location, material, size, and grades) shall be approved by the Engineering Division prior to ground disturbance or installation of the facility.~~

~~(3) The Storm Water Management System is considered a private system and the responsibility of maintenance is that of the owner.~~

~~(4) 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.~~

~~(5) 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.~~

~~(6) 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.~~

~~2. For lots that do not meet the minimum lot size requirement:~~

~~a. A maximum of 25% of impervious surface is allowed.~~

~~b. A Conditional Use Permit, may be obtained to exceed the allowed maximum impervious surface, if the following criteria are met:~~

~~(1) A Storm Water Management System shall be constructed within the property that meets the Best Management Practices design criteria as set forth in the Northwest Area Ordinances and Storm Water Manual.~~

~~(2) The Storm Water Management System and Grading Plan (including necessary details for construction, showing proper location, material, size, and grades) shall be approved by the Engineering Division prior to ground disturbance or installation of the facility.~~

~~(3) The Storm Water Management System is considered a private system and the responsibility of maintenance is that of the owner.~~

~~(4) 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.~~

~~(5) 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.~~

~~(6) 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.~~

**Maximum Impervious Surface Allowed:**

Lot Size (in square feet unless otherwise indicated)	Maximum Allowed (without CUP) (percentage of lot area unless otherwise indicated)	Additional Allowed With CUP
0 - 9,000	40%	10% of lot area
> 9,000 - 12,500	35% but not less than 3,600 sq. ft.	10% of lot area
>12,500 - 17,000	30% but not less than 4,375 sq. ft.	10% of lot area
>17,000 - 25,000	25% but not less than 5,100 sq. ft.	10% of lot area
>25,000 - 1 Acre	20% but not less than 6,250 sq. ft.	10% of lot area
>1 Acre - 2.5 Acres	15% but not less than 8,700 sq. ft.	10% of lot area
>2.5 Acres - 5 Acres	10% but not less than 16,335 sq. ft.	10% of lot area
> 5 Acres	43,560 sq. ft.	22,000 sq. ft.

**1. Additional impervious surface may be allowed by conditional use permit as listed above, provided the following criteria are met:**

**(a) A stormwater management system shall be constructed within the property (not within any public easements or right-of-way) that meets the best management practices design criteria as set forth in the northwest area ordinances and stormwater manual.**

**(b) The stormwater management system and grading plan (including necessary details for construction, showing proper location, material, size, grades and vegetation) shall be approved by the engineering division prior to ground disturbance or installation of the facility.**

**(c) The stormwater management system is considered a private system and the responsibility of maintenance is that of the owner.**

**(d) The design of the facility shall provide storage and treatment for the 100 year event volume as it relates to the additional impervious surface being considered with a conditional use application.**

(e) A stormwater facilities maintenance agreement shall be entered into between the applicant and city to address responsibilities and maintenance of the stormwater system.

(f) An escrow or fee, to be determined by the city engineer, shall be submitted to the city with the stormwater 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 stormwater management system and grading plan. Surety shall be provided to ensure construction of the system according to the plans approved by the city engineer.

(g) The soils shall be tested to determine the infiltration capacity at and below the stormwater facility to ensure the stormwater management facility performs and functions within the assumed design parameters. A three (3) foot separation shall be maintained from seasonal high water levels and the bottom of any facility.

**SECTION 3. AMENDMENT.** Inver Grove Heights City Code Title 10, Chapter 8, Article A. E-1 2 ½ Acre Estate District, Section 10-8A-2 is hereby amended as follows:

A. Minimum Standards:

<b>Lot area</b>	2½ acres
Lot width	200 feet
Front yard setback	30 feet
Side yard setback	10 feet
Rear yard setback	50 feet
Height (maximum)	35 feet
Building coverage (maximum)	5 percent of lot area
-	-

<b>Lot area</b>	2½ acres
Lot width	200 feet
Front yard setback	30 feet
-	
Side yard setback	10 feet
Rear yard setback	50 feet
Height (maximum)	35 feet

**SECTION 4. AMENDMENT.** Inver Grove Heights City Code Title 10, Chapter 8, Article B. **E-2 1 3/4 Acre Estate District**, Section 10-8B-2 is hereby amended as follows:

A. Minimum Standards:

Lot area—	1 <sup>3</sup> / <sub>4</sub> acres—
Lot width—	170 feet (interior lot) 200 feet (corner lot)—
Front yard setback—	30 feet—
Side yard setback—	10 feet—
Rear yard setback—	50 feet—
Height (maximum)—	35 feet—
Building coverage (maximum)—	
Lot size >= 5 acres—	5 percent of lot area—
—	—
Lot size < 5 acres—	4,000 square feet—

<u>Lot area</u>	<u>1<sup>3</sup>/<sub>4</sub> acres</u>
<u>Lot width</u>	<u>170 feet (interior lot) 200 feet (corner lot)</u>
<u>Front yard setback</u>	<u>30 feet</u>
—	
<u>Side yard setback</u>	<u>10 feet</u>
<u>Rear yard setback</u>	<u>50 feet</u>
<u>Height (maximum)</u>	<u>35 feet</u>

**SECTION 5. AMENDMENT.** Inver Grove Heights City Code Title 10, Chapter 15, Section 18: Accessory Structures, is hereby amended to read as follows:

- A. Each detached accessory structure to single-family residential uses in all E-2, R-1 and R-2 zoning districts shall not exceed a total maximum gross floor area of one thousand (1,000) square feet. The gross floor area figure may exclude any usable attic space or loft space. ~~In all R-1 zoning districts, the total maximum lot coverage by all structures shall not exceed twenty percent (20%).~~ The total number of all detached accessory structures on lots in the E-2, R-1 and R-2 zoning districts shall be limited to one.

**SECTION 6. EFFECTIVE DATE.** This ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2010

Ayes \_\_\_\_\_

Nays \_\_\_\_\_

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

Attest:

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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Sussel - Case No. 09-21CV**

Meeting Date:	April 26, 2010	<b>Fiscal/FTE Impact:</b> <input checked="" type="checkbox"/> None <input type="checkbox"/> Amount included in current budget <input type="checkbox"/> Budget amendment requested <input type="checkbox"/> FTE included in current complement <input type="checkbox"/> Other
Item Type:	Regular	
Contact:	Heather Botten 651.450.2569	
Prepared by:	Heather Botten, Associate Planner	
Reviewed by:	Planning	
	Engineering	

**PURPOSE/ACTION REQUESTED**

Consider the following requests for property located at 5924 Bradbury Court:

- a.) A **Conditional Use Permit** to exceed the impervious surface maximum in a residential district
  - Requires a 4/5<sup>th</sup>s vote.
  - 60-day deadline: May 31, 2010 (extended by applicant)

**SUMMARY**

June 2009 the applicant submitted a request for a variance and conditional use permit to construct a porch addition at the above mentioned property, exceeding the allowed impervious surface on the property. City Council was unable to identify a hardship for the variance request; therefore, the request was tabled until the review of the impervious surface ordinance was complete.

The revised impervious surface ordinance has been adopted. The proposed porch addition no longer requires a variance but still requires a CUP for the amount of impervious surface proposed.

	Square Feet	Percentage
Lot Size	12,600	-
Existing Impervious Coverage (House, garage, driveway)	4,131	33%
Proposed additional impervious coverage (four-season porch)	262	2%
<b>Total impervious surface requested</b>	<b>4,393</b>	<b>35%</b>
Total impervious surface allowed	4,375	-
With a conditional use permit	5,635	-

The surrounding properties are all zoned single-family. The proposed porch addition would aesthetically fit in with the neighborhood. Additionally, all setbacks would be met. The applicant and property owners have been made aware of the impervious surface conditional use criteria and the City's standard conditions for treating impervious surface. The applicant has agreed to comply with the storm water treatment conditions, which help maintain the drainage and storm water runoff on the applicant's property.

Planning Staff: Based on the information provided staff recommends approval of the conditional use permit to exceed the allowed maximum impervious surface with the conditions listed in the attached resolution.

Attachments: Approval resolution for the CUP  
Planning staff report (dated July 17, 2009)

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

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

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO EXCEED THE  
ALLOWED IMPERVIOUS COVERAGE ON A RESIDENTIAL LOT**

Sussel Corp – Case No. 09-21C

**WHEREAS**, an application for Conditional Use Permit has been submitted for the property located at 5924 Bradbury Court and legally described as:

**LOT 14, BLOCK 1, MAJESTIC WOODLANDSD 2<sup>ND</sup> ADDITION, DAKOTA COUNTY,  
MINNESOTA**

**WHEREAS**, the request is to allow for an additional 2% impervious coverage to construct a new porch addition;

**WHEREAS**, the aforescribed property is zoned PUD, Planned Unit Development;

**WHEREAS**, a public hearing concerning the conditional use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on July 21, 2009;

**WHEREAS**, the request has been reviewed against Title 10, Chapter 3, Article A, Section 10-3A-5 regarding the criterion for a Conditional Use Permit and the request meets all of the standards;

**WHEREAS**, all impervious coverage conditional use permits are subject to the criteria listed in City Code regarding treatment of stormwater and the construction of stormwater management systems;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS**, that a Conditional Use Permit to allow impervious surface up to 35% is hereby granted for the aforescribed property, subject to 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. A stormwater management system shall be constructed within the property (not within any public easements or right-of-way) that meets the best management practices design criteria as set forth in the northwest area ordinances and stormwater manual.
3. The stormwater management system and grading plan (including necessary details for construction, showing proper location, material, size, grades and vegetation) shall be approved by the engineering division prior to ground disturbance or installation of the facility.
4. The stormwater management system is considered a private system and the responsibility of maintenance is that of the owner.
5. The design of the facility shall provide storage and treatment for the 100 year event volume as it relates to the additional impervious surface being considered with a conditional use application.
6. Prior to the issuance of a building permit a stormwater facility maintenance agreement shall be entered into between the applicant and city to address responsibilities and maintenance of the stormwater system.
7. Prior to the issuance of a building permit, an escrow or fee, to be determined by the City Engineer, shall be submitted to the city with the stormwater 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 stormwater management system and grading plan. Surety shall be provided to ensure construction of the system according to the plans approved by the city engineer.
8. The soils shall be tested to determine the infiltration capacity at and below the stormwater facility to ensure the stormwater management facility performs and functions within the assumed design parameters. A three (3) foot separation shall be maintained from seasonal high water levels and the bottom of any facility.

**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 26<sup>th</sup> day of April, 2010.

AYES:  
NAYS:

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George Tourville, Mayor

ATTEST:

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Melissa Rheaume, Deputy Clerk



**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.

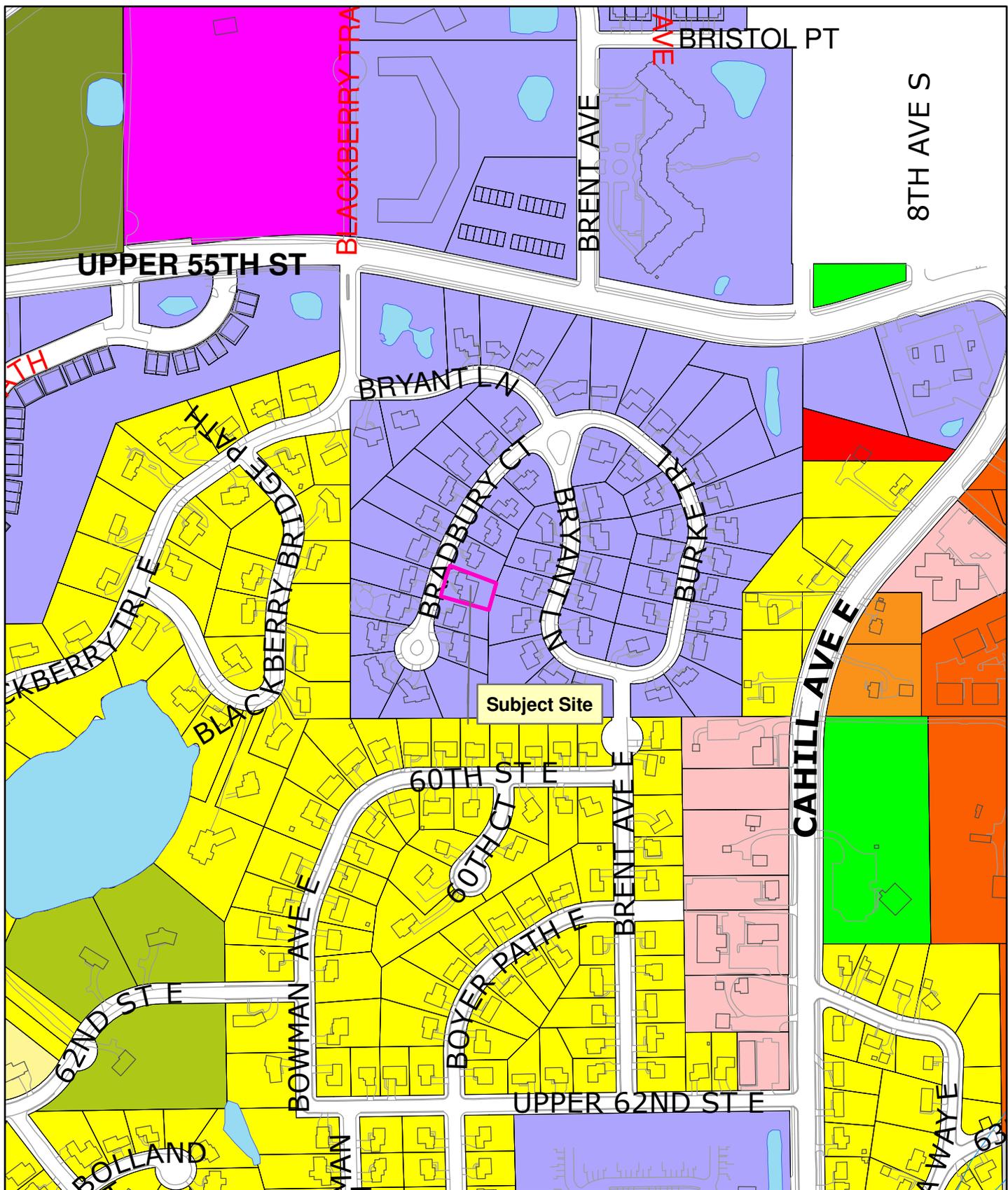
### **RECOMMENDATION**

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 Request Case No. 09-21CV





**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Approve Resolution for Budget Amendment in the Golf Course Fund**

Meeting Date: April 26, 2010  
 Item Type: Regular  
 Contact: Ann Lanoue 651.250.2517  
 Prepared by: Ann Lanoue, Finance Director  
 Reviewed by: N/A



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

**PURPOSE/ACTION REQUESTED**

Approve the attached resolution for a budget amendment in the Golf Course Fund.

**SUMMARY**

In 2009 the City Council contracted with Global Golf Advisors to conduct an operational assessment of the Golf Course operations. While this process was going on we prepared the 2010 budget for the Golf Course based on current operations knowing that it was quite possible that we would need to amend this budget based on recommendations from this assessment.

At the study session on April 12, a presentation detailing the recommendations that the Golf Course Manager and the Parks and Recreation Director determined would be effective for the 2010 golf season were presented. Some of these recommendations directly affect the budget and will require a budget amendment.

Included are changes to personnel to reflect more professionalism in the Golf Shop \$7,900 as well as changes in the Practice Center (\$13,800) and Comfort Station (\$7,400) to use vending equipment rather than staff for dispensing range balls and for food and beverage sales. The total change to the budget for these personnel changes is a \$13,300 decrease.

The equipment and capital improvements for using vending equipment for dispensing range balls and for food and beverage sales are: Two (2) range ball dispensers for a total of \$13,500; Comfort Station Food Vending Machine at \$4,000; Range Building retrofit to accommodate dispensers \$5,000; and a Comfort Station retrofit to accommodate the vending machine \$5,000.

A Point of Sale Management System which would include a Reservation System to provide for better internal controls over golf course operations as well as allow on-line reservations is proposed. The cost of this system is estimated at \$13,000. Since we had already budgeted \$4,000 for a website reservation software/hardware system, we will need to add \$9,000 to the budget for this item

The net increase to the 2010 Golf Course Fund budget is \$23,200. A schedule of these changes is attached to this memo.

I recommend approval of the attached resolution amending the Golf Course Fund budget for 2010 for these items.

**Inver Wood Golf Course**  
**Budget Amendments**  
**For City Council Meeting – April 26, 2010**

Item	Line Item	Code	Current Amount	Amended Amount
<b>1</b>	<b>Temporary/Seasonal Personnel - Golf Shop</b>			
	Golf Shop Shift Supervisors (3 Positions at 500 Hours each @ 13/hr)		31,000	19,500
	Payroll Costs - Shift Supervisor		4,919	3,120
	Golf Shop Concessionaires (3,600 Hours)		39,000	-
	Payroll Costs - Concessionaires		6,150	-
	Concessionaires (2,000 Hours @ \$11/hr)		-	22,000
	Payroll Costs - Concessionaires (@ 16%)		-	3,520
	Cashier Position (3 Positions at 720 hours each: Total 2,160 Hours @ \$14/hr)		-	30,240
	Payroll Costs - Cashiers (@35%)		-	10,584
	Total	503-8000-521-10-30	81,069	88,964
		<i>Rounded</i>	81,100	<b>89,000</b>
<b>2</b>	<b>Temporary/Seasonal Personnel - Practice Center</b>			
	Practice Center Concessionaires (2,400 Hours)		25,000	-
	Payroll Costs - Concessionaires		2,750	-
	Practice Center Concessionaires (1,200 Hours until vending machine installation)		-	12,600
	Payroll Costs - Concessionaires (@ 11%)		-	1,386
	Total	503-8100-522-10-30	27,750	13,986
		<i>Rounded</i>	27,800	<b>14,000</b>
<b>3</b>	<b>Temporary/Seasonal Personnel - Food and Beverage</b>			
	Comfort Station Concessionaires (1,200 Hours)		11,400	-
	Payroll Costs - Concessionaires		2,394	-
	Comfort Station Concessionaires (600 Hours until vending machine installation)		-	5,700
	Payroll Costs - Concessionaires (@ 11%)		-	627
	Total	503-8300-524-10-30	13,794	6,327
		<i>Rounded</i>	13,800	<b>6,400</b>
<b>4</b>	<b>Miscellaneous Equipment</b>			
	Website Reservation Software/Hdwe		4,000	-
	Point-of-Sale Mgmt System (includes Reservation System)		-	13,000
	Total	503-8600-526-80-40	4,000	<b>13,000</b>
<b>5</b>	<b>Capital Improvements - Equipment</b>			
	Range Ball Dispensers (2)	503-8600-527-80-40	-	13,500
	Comfort Station Food Vending Machine (1)	503-8500-526-60-40	-	4,000
	Total		-	<b>17,500</b>
<b>6</b>	<b>Capital Improvements - Property</b>			
	Range Building Retrofit to Accommodate Dispensers		-	5,000
	Comfort Station Retrofit to Accommodate Vending Machine		-	5,000
	Total	503-8600-527-80-30	-	<b>10,000</b>
			<b>Total</b>	<b>126,700</b>
			<b>Total Additional Budget</b>	<b>23,200</b>

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

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

**RESOLUTION AUTHORIZING AND DIRECTING A 2010 BUDGET AMENDMENT  
TO THE GOLF COURSE FUND BUDGET FOR IMPLEMENTING  
RECOMMENDATIONS FROM THE OPERATIONAL ASSESSMENT**

**WHEREAS**, an assessment of the Golf Course operations was conducted by Global Golf Advisors; and

**WHEREAS**, there are recommendations from this study that would be prudent to implement in 2010.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS:** that the 2010 Golf Course Fund Budget is hereby amended as follows:

Operations	503-8000-521.xxxx	Increase of	\$ 7,900
Practice Center	503-8100-522.xxxx	Decrease of	13,800
Food and Beverage	503-8300-524.xxxx	Decrease of	7,400
Grounds	503-8600-527.60-40	Increase of	4,000
Grounds	503-8600-527.80-40	Increase of	22,500
Grounds	503-8600-527.80-30	Increase of	10,000
Contribution from Net Assets	503-0000-399.20-00	Increase of	23,200

Adopted by the City Council of Inver Grove Heights this 26<sup>th</sup> day of April, 2010.

Ayes:

Nays:

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

ATTEST:

\_\_\_\_\_  
Melissa Rheume  
Deputy City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

APPROVE POSITION DESCRIPTION FOR GOLF SHOP CASHIER

Meeting Date: April 26, 2010  
 Item Type: Regular  
 Contact: JTeppen, Asst City Admin  
 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

**PURPOSE/ACTION REQUESTED** Approve the attached position description for the Golf Shop Cashier.

**SUMMARY** The City Council recently received a recommendation through the Golf Course Operational Assessment on ways to reduce overhead while improving customer service. Part of that recommendation is to eliminate seasonal temporary positions at the driving range, comfort station and service counter at the Clubhouse. Through the savings achieved in those eliminations, three regular part-time benefitted positions are proposed to replace the positions lost at the service counter. These positions would work nine months annually and be laid off at the end of each golf season. The rationale behind the recommendation, besides the cost savings achieved, is that regular benefitted employees provide more stability and customer service consistency to the service counter.

We are proposing a salary range of \$14.00 - \$17.00 an hour subject to negotiation with AFSCME.

**City of Inver Grove Heights**

**POSITION DESCRIPTION**

**Position Title:** *Golf Shop Cashier*

**Department/Location:** *Parks & Recreation – Inver Wood Golf Course*

**Immediate Supervisor:** *Golf Operations Coordinator*

**Latest PD Revision:** *March 2010*

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**Position Summary:**

*This is a service position responsible for the first point of contact with customers at the Inver Wood Golf Shop. The position is responsible for disbursing products, public relations activities, and extensive customer service under the general supervision of the Operations Coordinator.*

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**Essential Accountabilities and Expected Outcomes**

1. Maintains a friendly and personable customer service environment at all times.
2. Maintains current knowledge regarding all customer service procedures including program inquiries, tee time reservations, registration of players, point-of-sale transactions, and merchandise sales.
3. Clearly and accurately communicates all customer service information.
4. Accurately records all customer transactions with prescribed point-of-sale procedures.
5. Opens and closes the clubhouse facility as scheduled.
6. Develops and maintains effective working relationships with golf operation staff and management.
7. Completes required shift reports and procedures accurately and in a timely manner.
8. Remains knowledgeable and current on all technology in use in the clubhouse operation.
9. Executes merchandise procedures including receiving, pricing, stocking, restocking, display, cleaning, and physical inventory.
10. Performs other assignments as required.

**Accountabilities Shared by all City Employees:**

Developing and maintaining a thorough working knowledge of all department and City-wide policies, protocols and procedures that apply to the performance of this position.

Demonstrating by personal example the service excellence and integrity expected from all employees.

Developing respectful and cooperative working relationships with co-workers, including willing assistance to newer employees so that their job responsibilities can be performed with confidence as quickly as possible.

Conferring regularly with and keeping one’s immediate supervisor informed on all important matters pertaining to assigned job accountabilities.

Representing the City in a professional manner to all outside contacts when doing the City’s business and also with the general public.

**Typical Working Environment:**

Demands of the position may require employee to work days/evenings/weekends as the demands of the position require.

Position primarily works in a retail environment.

**Typical Physical Requirements for this Position:**

Must be able to stand, speak, hear, and effectively communicate to staff, and the public.

Must be able to stoop, kneel, crouch, handle objects, lift and carry 25lbs, bend, push, pull, use hand and foot coordination, perform near activity, and have depth perception.

**Selection Criteria to Qualify for this Position:**

High School diploma.

Valid, unrestricted Minnesota Drivers License.

1years customer service experience and the ability to operate a point-of-sale system.

Clean background check.

Desirable – 2 years customer service experience and golf business/game knowledge and experience.

**Employee’s Acknowledgement and Date:** \_\_\_\_\_

**Supervisor’s Acknowledgement and Date:** \_\_\_\_\_

**Administrative Services Acknowledgement and Date:** \_\_\_\_\_

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**APPROVE PURCHASE OF VoIP EQUIPMENT AND LABOR FOR GOLF COURSE TECHNOLOGY UPGRADE**

Meeting Date: April 26, 2010  
 Item Type: Regular  
 Contact: JTeppen, Asst City Admin  
 Prepared by:  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED**      Approve the purchase of VoIP equipment and labor for Inver Wood Golf Course.

**SUMMARY**      We have received a quote from Integra, the city’s phone vendor to upgrade the VoIP equipment at the Golf Course. Currently, the Golf Course has a standalone phone system; they are not connected to the City’s phone network. As part of the upgrade to the technology at the Golf Course, we propose to bring their phone system under the City’s system.

When fiber was originally brought to the Golf Course the Demark was located in the garage. Service providers then located all of the equipment at the Demark location making it susceptible to temperature extremes, moisture and animal interference. This has significantly reduced the life expectancy of the equipment and has created ongoing technical issues. The solution that is proposed involves relocating all equipment and fiber connections to main floor of the Clubhouse.

By integrating Inver Wood’s phone and data with all other city equipment they will be able to utilize the data servers at City Hall to host the new golf course software. This eliminates the need for a server on site. Switching current phones to VoIP will allow us to cancel approximately five phone lines.

Extend fiber and copper from lower level in garage to temp/moisture controlled data closet - \$4,389

- Moves critical data components out of area exposed to temperature changes, moisture, humidity, and animals/birds.
- All equipment will be neatly organized in data/electrical closet behind a locked door.

Extend Voice with a Mitel 3300 controller with full survivability - \$14,114

- Redundant in the case of WAN failure with local analog line
- 4-digit dialing to remote analog phones (starting hut and driving range)
- Paging input for zone paging
- Separate Music on Hold source (if desired)
- 911 handled by controller and local analog line
- Only (1) analog line required for 911, cancellation of (5) lines Savings of \$175/month, \$2,100/year
- The other Mitel 3300 controllers require a software upgrade (the City has paid for all software assurance fees. Labor and a few RAM upgrades are what add cost)
- This controller would add a node to the Enterprise Manager (purchased in 5-packs)

Extend data network by installing an Extreme 24-port POE X450e and fiber modules - \$3,993

- Golf course would have full connectivity to city data resources
- If wireless controller is installed at City Hall, wireless access points for public internet use can be installed

The total of the upgrade is \$22,496. Staff proposes to fund this upgrade from the City Facilities Fund which has an unencumbered fund balance of \$721,000.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Purchase of Software and Vending Equipment for Inver Wood Golf Course**

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Meeting Date: April 26, 2010  
 Item Type: Regular Agenda  
 Contact: Al McMurchie 651.457.3667  
 Prepared by: Al McMurchie  
 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**

Authorize purchase of Point-of-Sale/On-line software from Fore! Reservations, Inc. in an amount not to exceed \$13,000; comfort station vending equipment from Breaktime Vending Inc in the amount of \$4,612.73 and driving range vending equipment from Wittek Golf Supply in the amount of \$13,188.38.

**SUMMARY**

**Point-of Sale System**

The 2010 budget originally provided \$4,000 for website reservation software and hardware. This component provided for on-line reservations through inverwood.org and the computerization of the tee sheets only. In order to include additional operational capability, it has been determined that a full point-of-sale management system is required. Besides the reservation component, this system would provide for integration between the tee sheet and point-of-sale transaction, flexibility in rate programming, improved report capability, data base management features, integration with e-mail capabilities, and inventory control.

The provider for this system is Fore! Reservations, Inc. of Burr Ridge, Illinois. Full system cost including all software, installation, staff training, and sales tax is \$13,000. Also included within that price are touch screen monitors, cash drawers, receipt printers, metrologic scanners, and credit card swipe readers.

**Vending Machines**

Automating range ball sales at the driving range and snack sales at the comfort station was also recommended by the report. Automating these two (2) locations provides for seasonal staff savings as well as improved customer service. The charts below define the costs of purchasing vending machines for the two (2) locations:

<b>Comfort Station</b>	<b>A&amp;M Vending Machine Sales</b>	<b>Breaktime Vending, Inc</b>
Refrigerated Snack Vending Machine (1)	\$ 4,481.55	\$ 4,316.00
Sales Tax (6.875%)	308.11	296.73
<b>TOTAL</b>	<b>\$ 4,789.66</b>	<b>\$ 4,612.73</b>

<b>Driving Range</b>	<b>Range Servant America, Inc.</b>	<b>Wittek Golf Supply</b>
Driving Range Ball Dispensers (2)	\$ 13,980.00	\$ 12,340.00
Sales Tax (6.875%)	961.13	848.38
<b>TOTAL</b>	<b>\$ 14,941.13</b>	<b>\$ 13,188.38</b>

The budget has also been amended to include the reconfiguration of both the driving range and comfort station buildings. Vending machines will be recessed into the front of each building and a lockable door will be included to provide after hour security. The projected cost of retrofitting the buildings is \$5,000 per building. This amount is also included as a 2010 budget amendment.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Approval of Revised 2010 Rate Structure for Inver Wood Golf Course**

Meeting Date: Regular Agenda  
 Item Type: April 26, 2010  
 Contact: Al McMurchie 651.457.3667  
 Prepared by: Al McMurchie  
 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 rate structures which would become affective May 1<sup>st</sup>.

**SUMMARY**

**2010 Rate Structure**

The golf rate structure for 2010 is being adjusted to include a system of non-prime rates available on weekdays and Saturday and Sunday afternoons and a system of evening rates available after 5:00 PM seven (7) days a week. The previous rate system, in effect since 2008, remains for the prime periods of Friday afternoons and Saturday and Sunday mornings. The proposed rate system is shown as Attachment A.

In addition, a promotional rate system has been included in the rate adjustment process. This system is depicted on Attachment B. The intent of this system is to provide a low rate system to be utilized by management as low traffic periods present themselves. The rate adjustments overall are designed to be lower than the majority of green fee rates in place at our immediate competitors. Market rate information is included as Attachment C.

The proposed rate structure would be instituted on May 1<sup>st</sup>.

**INVER WOOD GOLF COURSE  
2010 RATE SYSTEM**

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
<b>Morning</b>	18 Hole \$27.00	18 Hole \$36.00	18 Hole \$36.00				
<b>Weekday</b>	9 Hole \$16.00	9 Hole \$22.00	9 Hole \$22.00				
<b>7 am to noon</b>	Patron 18 \$23.00	Patron 18 \$29.00					
<b>Weekend</b>	Patron 9 \$14.00	Patron 9 \$17.00	Patron 9 \$17.00				
<b>6 am to noon</b>	Sr/Jr 18 \$18.00	Sr/Jr 18 \$22.00	Sr/Jr 18 \$22.00				
	Sr/Jr 9 \$10.00	Sr/Jr 9 \$14.00	Sr/Jr 9 \$14.00				
	Executive \$13.00	Executive \$16.00	Executive \$16.00				
	Patron Exec \$10.00	Patron Exec \$13.00	Patron Exec \$13.00				
	Sr/Jr Exec \$8.50						

<b>Afternoon</b>	18 Hole \$27.00						
<b>noon to 5 pm</b>	9 Hole \$16.00						
	Patron 18 \$23.00						
	Patron 9 \$14.00						
	Sr/Jr 18 \$18.00						
	Sr/Jr 9 \$10.00						
	Executive \$13.00						
	Patron Exec \$10.00						
	Sr/Jr Exec \$8.50						

<b>Evening</b>	Twilight \$18.00						
<b>5 pm to end</b>	9 Hole \$15.00						
	Patron Twilight \$15.00						
	Patron 9 \$13.00						
	Sr/Jr Twilight \$12.00						
	Sr/Jr 9 \$10.00						
	Executive \$13.00						
	Patron Exec \$10.00						
	Sr/Jr Exec \$8.50						

<b>CART FEES</b>	18 Hole \$17.00	18 Hole \$17.00
<b>Per Rider</b>	9 Hole \$10.00	9 Hole \$10.00
	Executive \$6.00	Executive \$6.00
	Sr. 18 Hole \$11.00	Sr. 18 Hole \$11.00
	Sr. 9 Hole \$7.00	Sr. 9 Hole \$7.00
	Sr. Exec \$4.25	Sr. Exec \$4.25

**INVER WOOD GOLF COURSE  
PROMOTIONAL RATE SYSTEM  
2010**

<b>Green Fees</b>	
18 Hole	\$22.00
9 Hole	\$13.00
Patron 18	\$18.00
Patron 9	\$11.00
Sr/Jr 18	\$15.00
Sr/Jr 9	\$9.00
Executive	\$10.00
Patron Exec	\$8.00
Sr/Jr Exec	\$6.00

<b>Golf Car Fee (per Rider)</b>	
18 Hole	\$11.00
9 Hole	\$7.00
Executive	\$4.00
Sr. 18 Hole	\$7.00
Sr. 9 Hole	\$4.00
Sr. Exec	\$3.00

**INVER WOOD GOLF COURSE  
RATE SURVEY - IMMEDIATE MARKET COMPETITORS  
2010 GOLF SEASON**

	<b>Eagle Valley</b>	<b>Emerald Greens</b>	<b>River Oaks</b>	<b>Valley Wood</b>	<b>Inver Wood Current</b>	<b>Inver Wood Proposed</b>
<b>WEEKDAY</b>						
18 Hole	\$37.00	\$31.00	\$30.50	\$30.00	\$36.00	\$27.00
18 Hole/w cart	\$53.50	\$46.00	\$46.00	\$46.00	\$53.00	\$44.00
9 Hole	\$24.00	\$18.00	\$19.00	\$20.00	\$22.00	\$16.00
9 Hole/w cart	\$34.50	\$28.00	\$30.00	\$25.00	\$32.00	\$26.00
18 Hole Sr.	\$29.00	\$20.00	\$19.00	\$19.00	\$22.00	\$18.00
18 Hole Sr./w cart	\$35.00	\$30.00	\$29.50	\$34.00	\$33.00	\$29.00
9 Hole Sr.	NA	\$13.00	\$13.50	\$13.00	NA	\$10.00
9 Hole Sr./w cart	NA	\$23.00	\$20.50	\$23.00	NA	\$17.00
18 Hole Jr.	\$24.00	NA	\$15.00	\$19.00	\$22.00	\$18.00
18 Hole Jr./ w cart	\$40.50	NA	\$30.50	\$34.00	\$39.00	\$29.00
9 Hole Jr.	\$12.00	NA	\$10.00	\$13.00	\$14.00	\$10.00
9 Hole Jr./ w cart	\$22.50	NA	\$21.00	\$23.00	\$24.00	\$17.00
Twilight - Walk	\$29.00	\$24.00	\$15.50	\$25.00	NA	\$18.00
Twilight - Ride	\$37.00	\$34.00	\$25.00	\$37.00	NA	\$28.00

<b>WEEKEND</b>						
18 Hole	\$42.00	\$36.00	\$32.50	\$38.00	\$36.00	\$36.00
18 Hole/w cart	\$58.50	\$51.00	\$48.00	\$54.00	\$53.00	\$53.00
9 Hole	\$26.50	\$19.00	\$19.50	\$22.00	\$22.00	\$22.00
9 Hole/w cart	\$37.00	\$29.00	\$30.50	\$32.00	\$32.00	\$32.00
18 Hole Sr.	NA	NA	\$19.00	NA	\$22.00	\$22.00
18 Hole Sr./w cart	NA	NA	\$29.50	NA	\$33.00	\$33.00
9 Hole Sr.	NA	NA	\$14.00	NA	NA	\$14.00
9 Hole Sr./w cart	NA	NA	\$21.00	NA	NA	\$21.00
18 Hole Jr.	\$24.00	NA	\$15.00	\$19.00	\$22.00	\$22.00
18 Hole Jr./ w cart	\$40.50	NA	\$30.50	\$34.00	\$39.00	\$33.00
9 Hole Jr.	\$12.00	NA	\$10.00	\$13.00	\$14.00	\$14.00
9 Hole Jr./ w cart	\$22.50	NA	\$21.00	\$23.00	\$24.00	\$21.00
Twilight - Walk	\$29.00	\$24.00	\$15.50	\$25.00	NA	\$18.00
Twilight - Ride	\$37.00	\$34.00	\$25.00	\$37.00	NA	\$28.00

**NOTE: The shaded cells indicate rates below the comparable Inver Wood Proposed rate.**

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider the Transfer of Property Adjacent to Heritage Village Park Currently Owned by Cast-Away-Marina**

Meeting Date: April 26, 2010  
 Item Type: Regular Agenda  
 Contact: Eric Carlson – 651.450.2587  
 Prepared by: Eric Carlson  
 Reviewed by: Eric Carlson – Parks & Recreation

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Transfer the ownership of 0.38 acres of property from Cast-Away-Marina to the City of Inver Grove Heights and authorize the construction of a fence by Century Fence in an amount not to exceed \$6,300 to be funded from the Park Acquisition and Development Fund (Fund 402).

**SUMMARY**

The City has been developing Heritage Village Park. Castaway Marina Inc. owns property that is “land locked” by park property and a pond. Castaway Marina is proposing to give the City property that lies west of the pond which is surrounded by Heritage Village Park. As a condition of the transfer the City agrees to construction a 6’ high chain link fence along the property line north of the pond.

On May 26, 2009 the Council reviewed the potential transfer of this property. The Council was supportive of the transfer and asked staff and the City Attorney to prepare the necessary documents for Council consideration.

The property is 0.36 acres in size and is depicted in the attached survey. The attached agreement has been drafted by the City Attorney and is agreeable to the marina.

The cost for installing the fence is as follows:

Just Rite Fence	\$5,594 plus tax and \$20 per footing for concrete footings if needed
Century Fence	\$5,542 plus tax and \$25 per footing for concrete footings if needed

It is anticipated that 10 concrete footings will be needed.

**AGREEMENT WITH CASTAWAYS MARINA**  
**RELATING TO SALE OF REAL PROPERTY TO**  
**CITY OF INVER GROVE HEIGHTS**

**AGREEMENT WITH CASTAWAYS MARINA**  
**RELATING TO SALE OF REAL PROPERTY TO**  
**CITY OF INVER GROVE HEIGHTS**

**THIS AGREEMENT** (Agreement) is made, entered into and effective this 26<sup>th</sup> day of April, 2010, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Castaways Marina, Inc. a/k/a Castaway Marina, Inc. (hereafter referred to as Castaways Marina, a Minnesota corporation). 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:

**Section 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 Castaways Marina.** Castaways Marina means Castaways Marina, Inc. a Minnesota corporation and its successors and assigns.

**1.4 Subject Property.** Subject Property means that real property located in the City of Inver Grove Heights, Dakota County, State of Minnesota, legally described on the attached Exhibit A.

**1.5 Landlocked Property.** Landlocked Property means that triangular portion of the Subject Property that is landlocked by the City's Heritage Village Park located immediately west of the Subject Property and a pond on the Subject Property, and is located in the City of Inver Grove Heights, Dakota County, State of Minnesota, legally described on the attached Exhibit B.

**1.6 Fence.** Fence means a six (6) foot cyclone (chain link) fence that the City will install along a portion of the boundary of the Subject Property as depicted on the attached Exhibit C.

**1.7 Council.** Council means the Council of the City of Inver Grove Heights.

**1.8 Closing Date.** Closing Date shall mean a date within thirty (30) days of the Council's approval of the lot split for the Subject Property and the Landlocked Property.

**1.9 Closing Location.** Closing Location shall mean the City Attorney's Office, located at 633 South Concord Street, Suite 400, South St. Paul, Minnesota, or at such other location as the City may specify.

**1.10 Closing Documents.** Closing Documents shall mean and comprise the following:

- a. A Warranty Deed for the Landlocked Property to be signed by Castaways Marina.
- b. An affidavit by Castaways Marina of no judgments, tax liens and unrecorded interests, which shall include a statement that there has been no labor or material furnished for which mechanic's liens can be filed.
- c. Satisfaction or release of the following existing mortgages, liens, judgments and security agreements as they relate to the Landlocked Property:
  - i. Mortgage executed by Castaways Marina, Inc. in favor of Mainstreet Bank, dated July 1, 2004, filed November 17, 2004 as Document No. 2267995 in the original amount of \$250,000.00;
  - ii. Assignment of Rents, by Castaways Marina, Inc. to Mainstreet Bank, dated July 1, 2004, filed November 17, 2004 as Document No. 2267996; and
  - iii. Assignment of Rents by Castaways Marina, Inc. to Mainstreet Bank, dated January 13, 2006, filed April 9, 2007 as Document No. 2508476.
- d. All other documents affecting title to and possession of the Landlocked Property and necessary to transfer or assign the same to the City.

**1.11 Conditions Precedent.** Conditions Precedent shall mean and comprise the following:

- a. On Closing Date, Castaways Marina shall have good and marketable title to the Landlocked Property subject only to Permitted Encumbrances.
- b. All Warranties and Representations in this Agreement shall be as of and at the time of closing with the same effect as if those representations and warranties had been made at and as of such time.
- c. Castaways Marina shall perform and comply with all agreements and conditions required by this Agreement to be performed and complied with prior to or at the closing, and shall certify in such detail as City may specify to the foregoing effect.

- d. At the closing, there shall have been no material damage to, destruction of, loss of or change in any of the Landlocked Property, and there shall be no lawsuits pending or threatened concerning the subject matter of this Agreement.

**1.12 Permitted Encumbrances.** Permitted Encumbrances shall mean and comprise the following:

- a. Building and zoning laws, ordinances, state and federal regulations;
- b. Street and roadway easements; and
- c. Utility and drainage easements.

**1.13 Warranties and Representations.** Warranties and Representations shall mean and comprise the following:

- a. At Closing Date, Castaways Marina will be lawfully seized in fee simple of the Landlocked Property and have the right to convey to the City fee simple title to the Landlocked Property in accordance with the laws of the State of Minnesota.
- b. Castaways Marina has received no notice of any condemnation proceedings against the Landlocked Property.
- c. No representation or warranty by Castaways Marina in this Agreement or any statement furnished or to be furnished to the City in connection with the subject transaction contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make such statements not misleading.
- d. Castaways Marina 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 Agreement by Castaways Marina or prohibit any of the transactions provided for in this Agreement, and the closing of the transactions contemplated by this Agreement will not result (immediately or upon the giving of notice and/or upon the passage of a period of time) in a breach of any term or provision of or constitute a default under any lease, contract or agreement or instrument or result in an acceleration in the payment due under any lease, contract or agreement.
- e. At Closing Date, the Landlocked Property will not be subject to a lease, contract or other agreement of lease or sale. At Closing Date, the

Landlocked Property will not be subject to security interests, mortgages, encumbrances, liens (including income, personal property and other tax liens) or off-sets, claims, reductions on charges of any kind or character. All existing mortgages and security interests encumbering the Landlocked Property will be satisfied or released on Closing Date.

- f. There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending or, to the best knowledge of Castaways Marina threatened, against or affecting Castaways Marina with respect to the Landlocked Property. Castaways Marina 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.
- g. To Castaways Marina's best knowledge, at the Closing Date, the Landlocked Property will be free of Hazardous Substances and Hazardous Waste and Pollutants and Contaminants as those terms are defined by Minnesota law. To Castaways Marina's best knowledge, the Landlocked Property is not subject to any "Super Fund" type liens or claims by governmental regulatory agencies or other third parties arising from the release or threatened release of Hazardous Substances, Hazardous Waste, Pollutants or Contaminants in, on or about the Landlocked Property. To Castaways Marina's best knowledge, the Landlocked Property has not been used in connection with the generation, disposal, storage, treatment or transportation of Hazardous Substances, Hazardous Waste, Pollutants or Contaminants.
- h. To Castaways Marina's best knowledge, with respect to petroleum, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable for fuel or mixtures thereof, the Landlocked Property has not been used for the generation, treatment or disposal thereof; the soil and ground of the Landlocked Property are free from any spills, deposits, contamination or seepage thereof and free from any release of any regulated substance.

**Section 2. Recitals.**

**Recital No. 2.1** Castaways Marina owns the Subject Property.

**Recital No. 2.2** The Subject Property includes, among other property, the Landlocked Property.

**Recital No. 2.3** The Landlocked Property abuts the City's Heritage Village Park.

**Recital No. 2.4** Castaways Marina is desires to convey the Landlocked Property to the City in exchange for and on the condition that the City's installation of the Fence, at City's sole expense, on a portion of the Subject Property as set forth in detail in Exhibit C.

**Recital No. 2.5** The City desires to receive the Landlocked Property and integrate it into Heritage Village Park.

**Recital No. 2.6** Because Castaways Marina is conveying less than all of the Subject Property in the conveyance of the Landlocked Property to the City, Castaways Marina must submit an application for a tax parcel split to the Council for its approval.

**Recital No. 2.7** The Council must approve Castaways Marina's application for a tax parcel split before Castaways Marina will convey the Landlocked Property to the City.

**Recital No. 2.8** By this Agreement the parties seek to:

- a. Impose upon Castaways Marina the obligation to convey the Landlocked Property to the City; and
- b. Impose upon the City the obligation to construct the Fence in exchange for Castaways Marina's conveyance of the Landlocked Property to the City.

**Section 3. Lot Split Application and Approval.**

**3.1 Application for Lot Split.** Within fifteen (15) days of the execution of this Agreement, Castaways Marina shall apply to the City for lot split approval for the Landlocked Property and Subject Property.

**3.2 Consideration of Lot Split Application.** The Council shall consider Castaways Marina's lot split application.

**Section 4. Conveyance of the Landlocked Property.** Subject to the Council's approval of Castaways Marina's lot split application, and in consideration of the City's construction of the Fence as provided in Section 5, the City and Castaways Marina agree:

- a. Castaways Marina shall execute and deliver the Closing Documents on the Closing Date and convey the Landlocked Property to the City and the City shall accept the Landlocked Property provided the Conditions Precedent are fulfilled; and
- b. The City agrees to construct the Fence pursuant to Section 5.

**Section 5. Time and Manner of Fence Construction.**

**5.1 Time of Fence Construction.** Within sixty (60) days of the Closing Date, the City shall construct the Fence.

**5.2 Manner of Fence Construction.** The City shall construct the Fence on the Subject Property consistent with the specifications and plan attached hereto as Exhibit C.

**5.3 Merger.** The City's obligation to construct the Fence shall survive the closing.

**5.4 Maintenance, Repair and Replacement of the Fence.** From and after the City's construction of the Fence, all expenses and costs associated with the Fence shall be the sole responsibility of Castaways Marina.

**Section 6. Real Estate Taxes.** Castaways Marina shall pay the real estate taxes payable in the year of closing (2010), plus any penalty and interest.

**Section 7. Special Assessments.** Castaways Marina shall pay all special assessments against the Landlocked Property, including those levied and pending as of the Closing Date and including the special assessment installment payable in the year of closing together with real estate taxes.

**Section 8. Purchase of the Landlocked Property "As Is".** Except as stated in the Warranties and Representations, it is agreed and understood that the City has inspected the Landlocked Property and that the City is purchasing the Landlocked Property in its "As Is" condition with no warranties or representations by Castaways Marina as to the condition of the premises or any improvements thereon.

**Section 9. Closing.** The closing shall occur on the Closing Date and Castaways Marina agrees to deliver possession on the Closing Date. The delivery of all Closing Documents and matters relating to the closing shall take place at the Closing Location.

**Section 10. Warranties and Representations.** Castaways Marina represents and warrants to the City all the Warranties and Representations as defined in this Agreement. The Warranties and Representations shall survive the closing and shall not merge with the Closing Documents. The City has the right to an inspection prior to the closing to establish that the Landlocked Property is in substantially the same condition as it was on the date of this Agreement.

**Section 11. Conditions Precedent.** Notwithstanding anything stated herein to the contrary, the City's obligation to fulfill its obligations set forth in Section 5 shall be conditioned upon satisfaction of each of the Conditions Precedent as defined in this Agreement. The City may waive in writing any of the Conditions Precedent but no waiver shall be effective unless in writing.

**Section 12. Closing Documents.** Castaways Marina agrees to execute as necessary and deliver at the Closing Date the Closing Documents.

**Section 13. Notices.**

Any notices hereunder shall be deemed sufficiently 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 55076

**If to Castaways Marina:**

Castaways Marina, Inc.  
Attention: President  
P.O. Box 477  
South St. Paul, MN 55075

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.

**Section 14. Miscellaneous.**

**14.1 Entire Agreement.** This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior arrangements and understandings between the parties hereto.

**14.2 No Third Party Recourse.** Third parties shall have no recourse against the City or Common Lot Owner under this Agreement. The covenants and conditions of this Agreement are intended for the benefit of the parties hereto and are not intended to create any third party beneficiaries.

**14.3 Validity.** If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

**14.4 Binding Agreement.** The parties mutually recognize and agree that all terms and conditions of this Agreement shall run with the Landlocked Property herein described, and shall be binding upon the heirs, successors, administrators and assigns of Castaways Marina and the City.

**14.5 Amendment.** All modifications to this Agreement must be in writing and signed by the parties hereto.

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

**14.7 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. The parties hereto agree that a facsimile signature on this Agreement shall operate as an original signature and shall be considered as binding on the parties.

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

**14.9 Inconsistency.** If any obligation imposed hereunder upon Castaways Marina is inconsistent with other items of this Agreement or with City ordinances and regulations, then that provision or term which imposes a greater and more demanding obligation on Castaways Marina shall prevail.

**14.10 Access.** Castaways Marina hereby grants to the City, its agents, employees, officers, and contractors a license to enter the Subject Property to construct the Fence.

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

**14.12 Merger.** The parties hereto agree that all of their respective representations and warranties, wherever in this Agreement contained, shall survive the closing of this transaction and the delivery of consideration, and that all representations and warranties made herein and in any document delivered in connection herewith shall survive the delivery of the deed and shall not merge therein.

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

**CITY OF INVER GROVE HEIGHTS**

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

ATTEST:

\_\_\_\_\_  
Melissa Rheume, Deputy Clerk

STATE OF MINNESOTA    )  
                                  )     ss.  
COUNTY OF DAKOTA    )

On this 26<sup>th</sup> day of April, 2010, 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 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 Clerk acknowledged said instrument to be the free act and deed of said municipality.

\_\_\_\_\_  
Notary Public

**CASTAWAYS MARINA, INC.  
AKA CASTAWAY MARINA, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MINNESOTA    )  
  )        ss.  
COUNTY OF DAKOTA    )

On this \_\_\_\_ day of May, 2010, 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/she is the \_\_\_\_\_ of Castaways Marina, Inc. a/k/a Castaway Marina, Inc., a Minnesota corporation, the corporation named in the foregoing instrument, and that said instrument was signed on behalf of said company by authority of its Board of directors and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of the corporation.

\_\_\_\_\_  
Notary Public

**This Instrument Was Drafted By:**

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

**After Recording, Please Return This  
Instrument To:**

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

**EXHIBIT A**

**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

Real property in Dakota County, State of Minnesota, described as:

The North Half of Government Lot 8, less property owned by the Chicago Rock Island and Pacific Railroad in Section 2, Township 27, Range 22, according to the recorded plat thereof and situate in Dakota County, Minnesota.

## **EXHIBIT B**

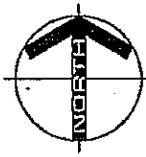
### **LEGAL DESCRIPTION OF LANDLOCKED PROPERTY**

Real property in Dakota County, State of Minnesota, described as:

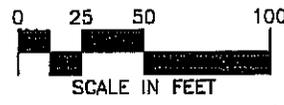
That part of the North Half of Government Lot 8, Section 2, Township 27 North, Range 22 West, Dakota County, Minnesota, described as follows:

Commencing at the northwest corner of said Section 2; thence easterly on a Minnesota State Plane Grid Azimuth from north of 89 degrees 54 minutes 54 seconds along the north line of said Section 2, a distance of 1897.10 feet; thence southerly 179 degrees 58 minutes 30 seconds azimuth 373.74 feet to the point of beginning; thence southerly 179 degrees 58 minutes 30 seconds azimuth 180.00 feet to the north line of FACTORY ADDITION to Inver Grove and also the centerline of vacated Chester Avenue; thence easterly 89 degrees 55 minutes 52 seconds azimuth along said north line and said centerline 86.37 feet; thence northerly 359 degrees 58 minutes 30 seconds azimuth 180.00 feet; thence westerly 269 degrees 55 minutes 52 seconds azimuth 86.37 feet to the point of beginning.

Said tract contains 0.36 acres, more or less.



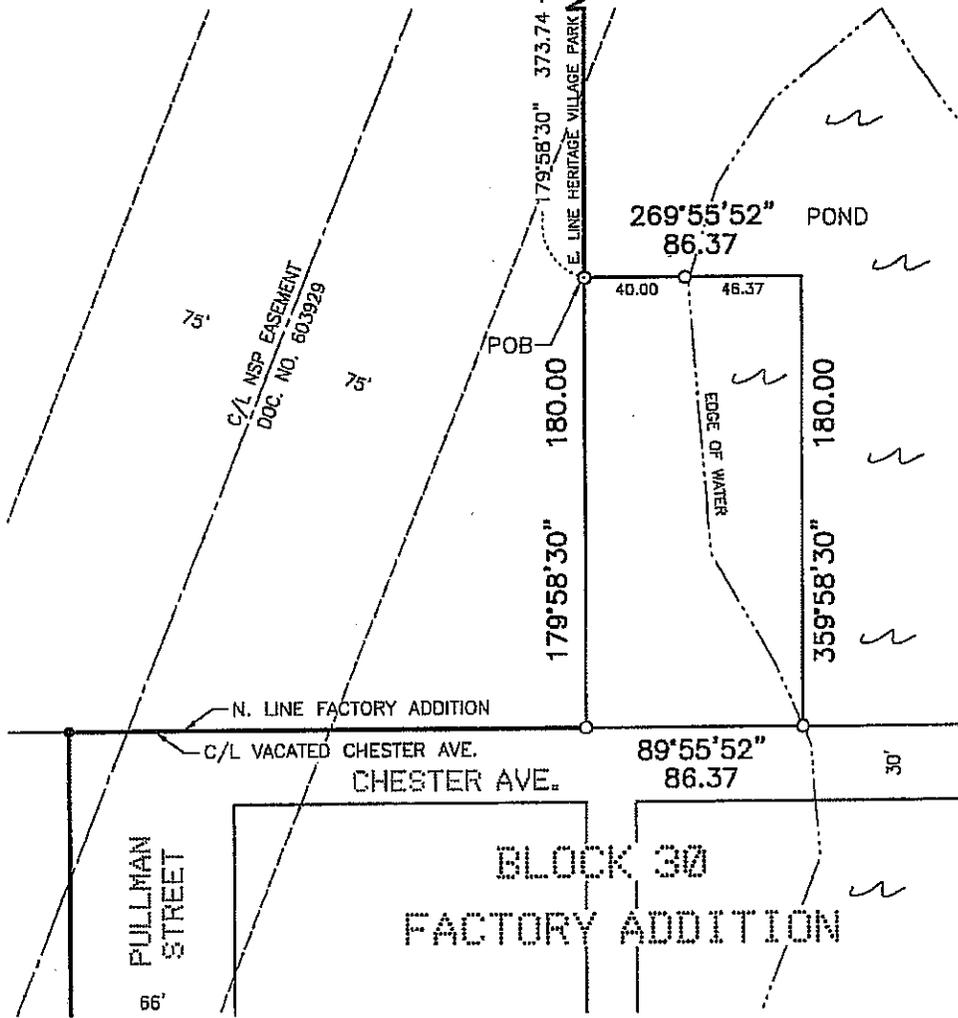
**CERTIFICATE OF SURVEY**  
**PART OF THE N1/2 GOVERNMENT LOT 8,**  
**SEC. 2, T27N, R22W,**  
**DAKOTA COUNTY, MINNESOTA**



**BEARINGS**  
 Bearings are Minnesota State  
 Plane Grid Azimuths measured  
 to the right from grid north.  
 NAD83 (86)

- MONUMENTS**
- Set 1/2" Rebars
  - Set 3/4" Iron Pipes
  - Found Monuments (Pipe, Rod, Etc.)

1897.10  
 B9°54'54" 1897.10  
 N. LINE SEC. 2, T27N, R22W  
 FND. DAKOTA CO. MON. NW COR. SEC. 2, T27N, R22W  
 FND. NAIL IN CONC. 0.68' E 0.23' S



SHEET 1 OF 2

PROJECT NUMBER 11033-10  
11033CERT01.DWG  
 DATE OF SURVEY 02/04/10  
 DRAFTED BY C.D.M.  
 SURVEYED BY K. BLAKE - COOK  
 SURVEYED FOR INVER GROVE HEIGHTS

I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

*Christopher D. Munn*  
 CHRISTOPHER D. MUNN, PLS  
3/30/10 45018  
 DATE NUMBER

ENGINEERS • ARCHITECTS  
 SURVEYORS • PLANNERS  
 LANDSCAPE ARCHITECTS

717 THIRD AVE. S.E.  
 ROCHESTER, MN  
 507-288-6464  
 FAX 507-280-5058  
 E-MAIL: INFO@YAGGY.COM



**CERTIFICATE OF SURVEY  
PART OF THE N1/2 GOVERNMENT LOT 8,  
SEC. 2, T27N, R22W,  
DAKOTA COUNTY, MINNESOTA**

DESCRIPTION

That part of the North Half of Government Lot 8, Section 2, Township 27 North, Range North, Range 22 West, Dakota County, Minnesota, described as follows:

Commencing at the northwest corner of said Section 2; thence easterly on a Minnesota State Plane Grid Azimuth from north of 89 degrees 54 minutes 54 seconds along the north line of said Section 2, a distance of 1897.10 feet to the point of beginning; thence southerly 179 degrees 58 minutes 30 seconds azimuth 373.74 feet to the point of beginning; thence southerly 179 degrees 58 minutes 30 seconds azimuth 180.00 feet to the north line of FACTORY ADDITION to Inver Grove and also the centerline of vacated Chester Avenue; thence easterly 89 degrees 55 minutes 52 seconds azimuth along said north line and said centerline 86.37 feet; thence northerly 359 degrees 58 minutes 30 seconds azimuth 180.00 feet; thence westerly 269 degrees 55 minutes 52 seconds azimuth 86.37 feet to the point of beginning.

Said tract contains 0.36 acres, more or less.

SHEET 2 OF 2

PROJECT NUMBER <u>11033-10</u> <small>11033CERT01.DWG</small> DATE OF SURVEY <u>02/04/10</u> DRAFTED BY <u>C.D.M.</u> SURVEYED BY <u>K. BLAKE - COOK</u> SURVEYED FOR <u>INVER GROVE HEIGHTS</u>	I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA. <div style="text-align: center;">             CHRISTOPHER D. MINN, PLS         </div> DATE <u>3/30/10</u> NUMBER <u>4501B</u>	ENGINEERS • ARCHITECTS SURVEYORS • PLANNERS LANDSCAPE ARCHITECTS <hr/> 717 THIRD AVE. S.E. ROCHESTER, MN 507-288-6464 FAX 507-288-3058 E-MAIL: INFO@YAGGY.COM
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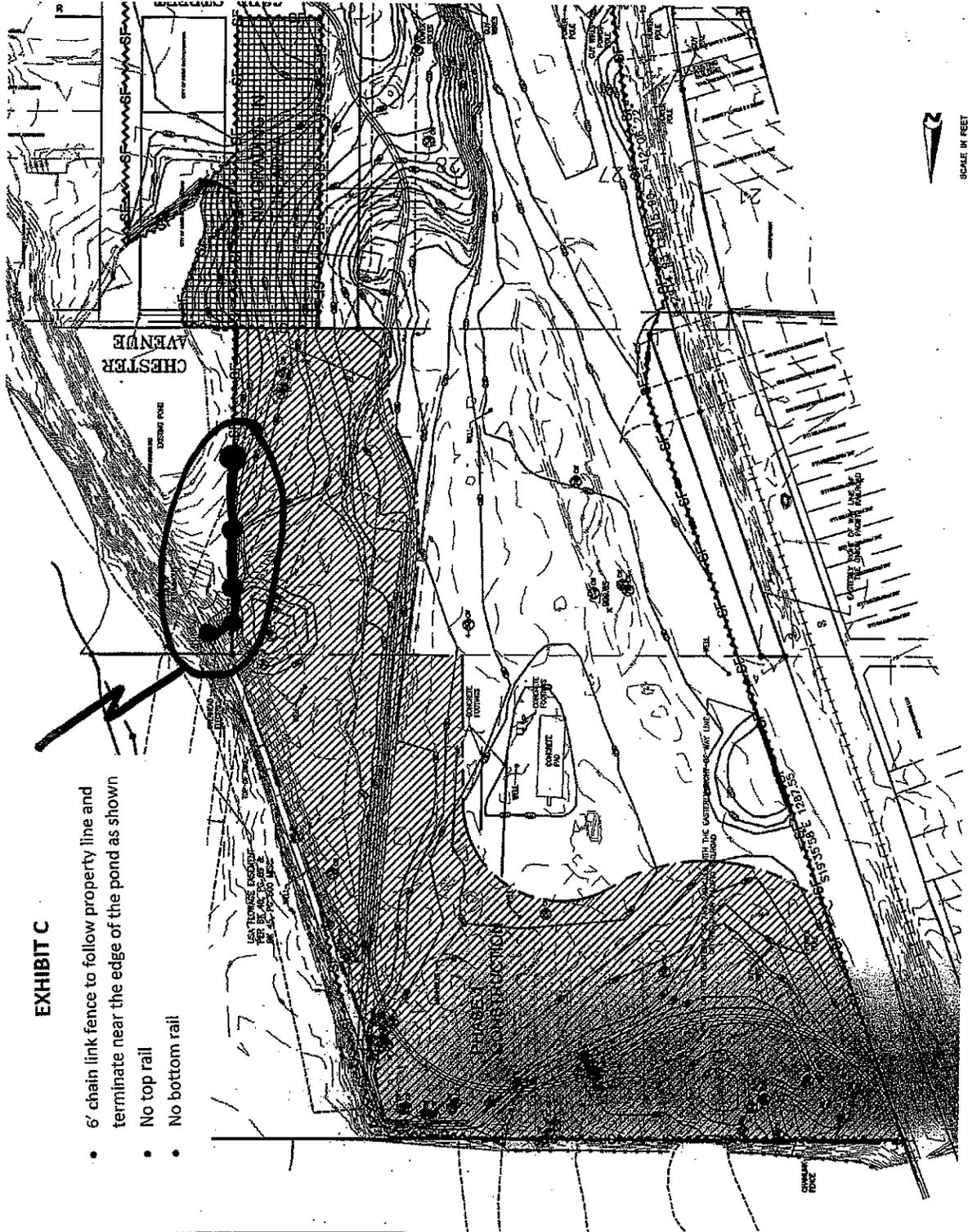


**EXHIBIT C**

**FENCE SPECIFICATIONS AND CONSTRUCTION PLAN**

**EXHIBIT C**

- 6' chain link fence to follow property line and terminate near the edge of the pond as shown
- No top rail
- No bottom rail



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER CHANGE ORDER NO. EIGHT FOR CITY PROJECT 2008-18 PUBLIC SAFETY ADDITION/CITY HALL RENOVATION

Meeting Date: April 26, 2010  
 Item Type: Regular  
 Contact: JTeppen, Asst City Admin   
 Prepared by:  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED** Consider the attached Change Order No. 8 for City Project 2008-18 Public Safety Addition/City Hall Renovation.

**SUMMARY** As the Council will recall, throughout the length of this project we will be asking the Council to consider any change orders at the second meeting of the month, with a Pay Voucher request from the Contractor on the first meeting of the month with a revised contract amount.

As Council will also recall, the amounts reflected in these Change Orders have already been approved – either by the Council or by staff if the amounts fall under \$15,000. This action item simply formally approves the amounts so that the contract amount can be changed.

ASI 047 Modify electrical feeder to overhead doors due to adjustments to accommodate phase and voltage of units provided. \$702

PR 002 Adjustments to earthwork trucking scope. Adjustments to earthwork scope for basement and pervious parking lot alternates. As discussed at time of award of general construction contract, these changes are required since the separate earthwork trucking contract was not awarded. Costs are based on unit prices per the general construction contract. \$7,890

PR 037R Elevator Threshold Extensions due to State Elevator Inspector requiring grouting under the elevator door threshold. This is not typically required. \$961

PR 039 Suspend Garage Lighting. Adjustments to garage lighting layout to improve light distribution, due to overhead obstructions. Revised layout reduces shadows and provides more even lighting distribution. \$1,439

PR 048 Revise Soffit Lighting. Revision to soffit lighting detail at lower level garage to address Owner’s Rep’s concern regarding vapor barrier location and continuity. \$1,241

PR 049 Add Egress Lighting. Additional egress lighting at six secondary exit doors, as required by code. \$10,027

PR 054 Fresh air ducts to heat pumps in the penthouse. Additional fresh air duct connection required at penthouse heat pumps. \$2,101

PR 060 Sill flashing at detention windows. Add sill flashing at eight detention windows. \$1,121

The Contract amount is reflected to increase a total of \$25,482 for a revised contract total of \$11,779,932.00.

Earthwork trucking was financed within the scope of the contract with Shaw Lundquist at \$23,000. The amount remaining for earthwork trucking is \$15,110.

Change Orders are financed from the project contingency which started at \$613,601 and is now at \$343,459 with the above change/amount.

# CHANGE ORDER

OWNER \_\_\_\_\_  
 ARCHITECT \_\_\_\_\_  
 CONTRACTOR \_\_\_\_\_  
 FIELD \_\_\_\_\_  
 OTHER \_\_\_\_\_

AIA DOCUMENT G701

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

<b>PROJECT:</b>	Inver Grove Heights Public Safety & City Hall Remodel	<b>CHANGE ORDER NO.:</b>	<b>Eight (08)</b>
		<b>DATE:</b>	April 26, 2010
<b>TO CONTRACTOR:</b>	Shaw-Lundquist Associates 2757 West Service Road St. Paul, MN 55121	<b>ARCHITECT'S PROJECT #:</b>	1643.01
		<b>CONTRACT DATE:</b>	May 19, 2009
		<b>CONTRACT FOR:</b>	Addition & Remodel

The contract is changed as follows:

	Description	Cost	Days
1.	ASI 047 Modify Electrical Feeder to Overhead Doors	\$702	0
2.	PR 002 Adjustments to Earthwork Trucking Scope	\$7,890	0
3.	PR 037R Elevator Threshold Extensions	\$961	0
4.	PR 039 Suspend Garage Lighting	\$1,439	0
5.	PR 048 Revise Exterior Soffit Lighting	\$1,241	0
6.	PR 049 Add Egress Lighting	\$10,027	0
7.	PR 054 Add Fresh Air Ducts to Heat Pumps in Penthouse	\$2,101	0
8.	PR 060 Add Sill Flashing at Detention Windows	\$1,121	0

The original (Contract Sum)(Guaranteed Maximum Price) was	\$11,501,900.00
Net change by previously authorized Change Orders	\$252,550.00
The (Contract Sum)(Guaranteed Maximum Price) prior to this Change Order was	\$11,754,450.00
The (Contract Sum)(Guaranteed Maximum Price) will be	\$25,482.00
(increased)(decreased)(unchanged) by this change order in the amount of	
The new (Contract Sum)(Guaranteed Maximum Price) including this Change Order will be	\$11,779,932

The Contract time will be (increased)(decreased)(unchanged).

The date of Substantial Completion therefore is (increased)(decreased)(unchanged) .

---

Authorized:

ARCHITECT	CONTRACTOR	OWNER
Boarman Kroos Vogel Group, Inc.	Shaw-Lundquist & Associates	City of Inver Grove Heights
Address	Address	Address
222 N. 2nd Street	2757 West Service Road	8150 Barbara Avenue
Minneapolis, MN 55401	St. Paul, MN 55121	Inver Grove Heights, MN 55077

BY \_\_\_\_\_ BY \_\_\_\_\_ BY \_\_\_\_\_

Ted Redmond, President  
DATE DATE DATE

---

**AIA DOCUMENT G701** \* CHANGE ORDER \* 1987 EDITION \* AIA - COPYRIGHT 1987 \*  
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006-5292  
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**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**AUTHORIZE PURCHASE OF SECOND HIGH DENSITY EVIDENCE STORAGE UNIT FOR PUBLIC SAFETY ADDITION**

Meeting Date: April 26, 2010  
 Item Type: Regular  
 Contact: JTeppen, Asst City Admin  
 Prepared by:  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED** Authorize purchase of second high density storage unit for the Public Safety Addition.

**SUMMARY** At the Council meeting on April 12 Council was asked to approve the purchase and installation of the track unit to would accommodate the second high density evidence storage unit. We had proposed to delay the purchase of the second unit, but to install the track now during construction. Council requested a proposal for the second unit.

The second unit is \$6,245.42 (see the attached proposal). You will notice that the price quoted is \$7,257.92. This includes the track that was approved by Council at the last meeting.

We had prepared the project budget with an estimate of \$100,000 for this equipment. With the purchase of the other evidence unit and the high density records storage we are still below the \$100,000 budget.

The funds for this equipment do not come out of the construction contract (the bonds). The funds come from the internal sources the Council previously discussed; the MIS Fund, the City Facilities Fund, the Water and Sewer Funds, the Closed Bond Fund and the Host Community Fund.



## Investment Summary

John Neuman  
TAB Products Co.  
4445. W. 77<sup>th</sup> St. – Suite: 100  
Edina, MN 55435

P: 952-830-1912 x228  
F: 952-830-1917

**We are pleased to present the following Investment Summary:**

<u>Model #</u>	<u>Description:</u>		<u>Qty</u>	<u>Total:</u>
	<b>Evidence 2</b>			
1a	TAB-trac Mechanical Mobile	(List: \$5,327.90)	1	\$3,090.19
1b	TAB 4-Post Shelving per Design (L7141-2)	(List: \$4,649.96)	1	\$2,696.98
1c	Installation Team Services	(Estimated Hours: 25/ \$58.83)	1	\$1,470.75
			<b>Total:</b>	<b>\$7,257.92</b>
4	Contract Vendor Assessment Charge		1	\$0.00

\*No charge freight

\*State Contract # 432650

\*Itemized component listing available upon request.

---

*By Executing below, TAB is hereby duly authorized to provide products and/ or services as outlined above to Inver Grove Heights and agrees to pay TAB for such products and services.*

**Customer Acceptance:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name/ Title:** \_\_\_\_\_

*\*Valid for 30 days from the Investment Summary Date.*

*\*TAB reserves the right to amend prices due to calculation errors or configuration changes.*

*\*Tax will be calculated on final invoice, if applicable.*

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**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**APPROVE PURCHASE OF EQUIPMENT AND LABOR FOR RELOCATION OF VoIP AND NETWORK EQUIPMENT CITY PROJECT 2008-18 PUBLIC SAFETY ADDITION/CITY HALL RENOVATION**

Meeting Date: April 26, 2010  
Item Type: Regular  
Contact: JTeppen, Asst City Admin  
Prepared by:  
Reviewed by:

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

**PURPOSE/ACTION REQUESTED** Consider approval of a proposal to purchase VoIP and network equipment and labor associated with move.

**SUMMARY** With the Public Safety Addition complete in July and the transition of City Hall staff to that facility, the City will be responsible for moving all existing VoIP phone and network equipment from City Hall to the Public Safety addition.

This will involve the after hour's move of existing equipment and the purchase of new equipment to satisfy data and phone connections at new office locations and workstations. The work will involve moving two existing 48 and two 24 port switches and the purchase of two data cabinets, three battery backup units, one 48port switch, two voltage regulation spike surge protectors, one 24 port switch and one four post equipment shelf. This equipment will be installed in the new data closets in the Public Safety Addition TR1 and TR2.

This also includes the connection and documentation of all data ports to the appropriate switch, fiber connections, switch connections, system configuration and testing. The cost of new equipment is \$9,441.66 labor is \$6,100.00 for a total of \$15,541.66.

The funds for this contract don't come out of the construction contract (the bonds). The funds come from the internal sources the Council previously discussed; the MIS Fund, the City Facilities Fund, the Water and Sewer Funds, the Closed Bond Fund and the Host Community Fund. We have \$160,000 budgeted for relocation expenses, of which about \$25,000 has been spent.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**APPROVE LANDSCAPE PLAN FOR SCREENING OF MECHANICAL EQUIPMENT - CITY PROJECT 2008-18 PUBLIC SAFETY ADDTION/CITY HALL RENOVATION**

Meeting Date: April 26, 2010  
 Item Type: Regular  
 Contact: JTeppen, Asst City Admin  
 Prepared by:  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED** Approve landscape plan for screening of mechanical equipment.

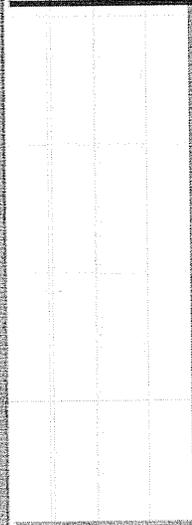
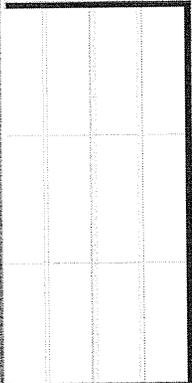
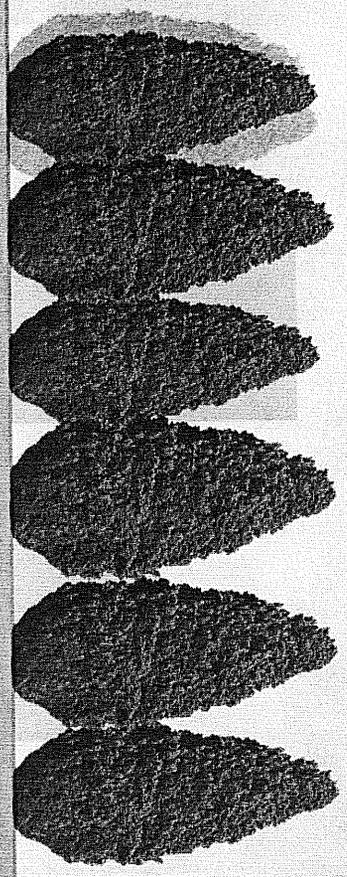
**SUMMARY** City Code requires 100% screening from view of all rooftop and ground mounted mechanical equipment. Further, the Code states that planting of a type approved by the council may be allowed in lieu of fencing.

The generator and transformer area behind the Public Safety Addition were originally going to be screened on the north elevation by an eight foot tall concrete panel wall. The generator is 12 feet in height. Planning staff has been working with the landscape architect on an alternative plan to meet the 100% requirement. The architect has proposed to eliminate the wall on the north elevation and replace it with 12 foot arborvitae. The elevation previously had smaller arborvitae planned, but will now be substituted with 12 foot plant material.

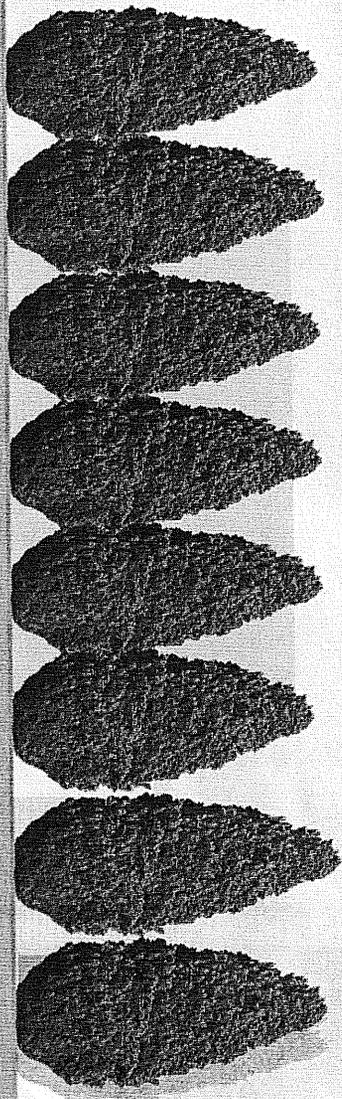
Pending approval from the Council, prices will be confirmed for the deletion of the wall and purchase of the additional plant material. We believe that there will be a cost savings by removing the wall and substituting plant material.

Staff recommends approval of the alternate screening plan.

INVER GROVE HEIGHTS SCREEN WALL NORTH ELEVATION



INVER GROVE HEIGHTS SCREEN WALL EAST ELEVATION





**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**APPROVE CONTRACT WITH FLUID INTERIORS FOR SYSTEMS FURNITURE FOR CITY PROJECT 2008-18 PUBLIC SAFETY ADDITION/CITY HALL RENOVATION**

Meeting Date: April 26, 2010  
 Item Type: Regular  
 Contact: JTeppen, Asst City Admin  
 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

**PURPOSE/ACTION REQUESTED** Approve a contract with Fluid Interiors for the purchase and installation of systems furniture for the Public Safety Addition and City Hall Renovation.

**SUMMARY** Over the past few months Staff, Owner’s Rep and Architect have been researching and reviewing the systems furniture needed for the Public Safety Addition/City Hall Renovation. We have current staff that will need 58 workstations and 28 private offices.

In December 2009 a group of staff from the various areas were brought together as a furniture committee. We met with the Architect a few times to familiarize ourselves with systems furniture and then took a tour of three vendor’s showrooms. The three vendors were asked to respond to a ‘typical’ workstation configuration and provide pricing (the vendors were chosen based on their ability to access contract pricing on systems furniture). The committee reviewed the responses and made the recommendation to proceed with Fluid Interiors based primarily on the fact that they proposed the lowest price.

We first presented to the City Council at their work session on February 22<sup>nd</sup> and again on March 8<sup>th</sup> the analysis undertaken. Direction from the Council at the conclusion of the discussion was to return with a contract for new furniture.

The attached contract is with Fluid Interiors, they have access to the US Communities contract which results in a deep discount (over \$100K) over ‘retail’ prices. The contract is for \$307,898 and accounts for all systems furniture for the entire project. This contract price includes removal of the current furniture (through our analysis we found that there is no value to the furnishings, in fact we could incur a charge to dispose of it).

We have prepared an inventory of items that will be re-used in various areas throughout the building that includes some conference chairs, break room tables and chairs, office tables, etc. Those pieces will offset the cost of the ancillary furniture we still need to purchase. We will return to Council with that discussion in the coming weeks.

One outstanding issue related to this contract is that the Project Labor Agreement has not yet been signed by Harry Melander of the Saint Paul Building and Trades as he was unavailable this past week. The contract will not be considered fully executed until the PLA is completed.

The funds for this equipment do not come out of the construction contract (the bonds). The funds come from the internal sources the Council previously discussed; the MIS Fund, the City Facilities Fund, the Water and Sewer Funds, the Closed Bond Fund and the Host Community Fund.

We had prepared the budget with \$624,528 for both systems furniture and the ancillary furniture.

# AIA<sup>®</sup> Document A151<sup>™</sup> – 2007

## **Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings and Equipment where the Basis of Payment is a Stipulated Sum**

**AGREEMENT** made as of the 26 day of April in the year Two Thousand and Ten.  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

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

and the Vendor:  
*(Name, legal status, address and other information)*

Fluid Interiors  
100 North 6<sup>th</sup> Street  
Suite 100A  
Minneapolis, MN 55403

for the following Project:  
*(Name, location and detailed description)*

1643.01 – Systems Furniture Package  
Inver Grove Heights Public Safety Addition & City Hall Remodel  
City of Inver Grove Heights  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

The Architect:  
*(Name, legal status, address and other information)*

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

The Owner and Vendor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A251-2007, General Conditions of the Contract for Furniture, Furnishings and Equipment, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 DATE OF COMMENCEMENT AND COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENTS
- 5 ENUMERATION OF CONTRACT DOCUMENTS
- 6 MISCELLANEOUS PROVISIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Vendor shall fully execute the Work described in the Contract Documents.

§ 1.2 The Contract Documents consist of this Agreement, conditions of the Contract (General, Supplementary and other Conditions), request for proposal document package dated January 20, 2010, including Drawings and Specifications, as well as any Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior and subsequent negotiations, representations or agreements, either written or oral, unless the procedure for a change in terms is followed as described in Section 1.3. An enumeration of the Contract Documents, other than Modifications, appears in Article 5.

§ 1.3 A change in terms to this Agreement shall become valid only by means of a Modification signed by both the Owner and Vendor.

ARTICLE 2 DATE OF COMMENCEMENT AND COMPLETION

§ 2.1 The date of commencement of the Work shall be the date of this Agreement, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

§ 2.2 The Vendor shall complete the Work for Phase I not later than the following date: July 5 – July 15, 2010 *(Insert a calendar date. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier completion of certain portions of the Work.)* For Phase II not later than September 5, 2011.

Portion of Work	Substantial Completion date
-----------------	-----------------------------

ARTICLE 3 CONTRACT SUM

The Owner shall pay the Vendor the Contract Sum in current funds, including all applicable taxes, for the Vendor's performance of the Contract. The Contract Sum shall be \$307,898, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 4 PAYMENTS

§ 4.1 PAYMENT TERMS

The Owner shall make payments to the Vendor in conformance with the following payment terms: *(Insert payment terms, including net days from approval of application for payment and criteria for deposits, discounts, progress payments, special orders, changes, cancellations and restocking, and final payment.)*

See Section 1.4 of Exhibit A, Fluid Interiors Terms and Conditions.

§ 4.2 PROGRESS PAYMENTS

§ 4.2.1 Based upon applications for payment submitted to the Owner by the Vendor, the Owner shall make progress payments on account of the Contract Sum to the Vendor as provided below and elsewhere in the Contract Documents. Progress payments will be made monthly for furniture delivered to site and work installed. A 5% retainage shall be held from each invoiced amount until final installation review and approval by phase.

§ 4.2.2 Each application for payment shall be based on the payment terms as described in Section 4.1.1 and shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require.

ARTICLE 5 ENUMERATION OF CONTRACT DOCUMENTS

§ 5.1 The Contract Documents, except for Modifications issued after execution of this Agreement, include this Agreement and the following other documents listed in Sections 5.2 through 5.6.

§ 5.2 The General Conditions are AIA Document A251™–2007, *General Conditions of the Contract for Furniture, Furnishings and Equipment*.

§ 5.3 The Supplementary Conditions, other Conditions of the Contract and Specifications are dated January 20, 2010, and are as follows:  
*(Either list the Specifications here or refer to an exhibit attached to this Agreement. If a project manual is not used, indicate here.)* See Attached Exhibit A

§ 5.3.1 Project Labor Agreement (PLA.) See Exhibit B

§ 5.4 The Drawings are enumerated as follows:  
*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

Inver Grove Heights Public Safety Addition & City Hall Remodel, Systems Furniture Package, Request for Proposal document dated January 20, 2010.

Table of Articles:

1. General specifications/minimum requirements:
  - Panels
  - Work Surfaces
  - Storage
  - Miscellaneous Accessories
2. Preferred method of procurement.
3. Pricing requirements from vendors.
4. Miscellaneous provisions
5. Typical 1, 2, 3

§ 5.4.1 Installation plans provided by vendor – see Exhibit C.

§ 5.5 Addenda, if any, are enumerated as follows:  
*(Either list the Addenda here or refer to an exhibit attached to this Agreement.)*

N/A

Number	Date	Pages
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§ 5.6 Other Contract Documents are as follows:

*(List only those portions of furniture, furnishings and equipment quotations or orders that are to be included in the Contract Documents.)*

**ARTICLE 6 MISCELLANEOUS PROVISIONS**

§ 6.1 The Vendor shall make no payment to persons employed by the Owner or consultants for the Owner, with regard to this Agreement, without disclosure and written approval of the Owner.

§ 6.2 The terms and provisions contained in the documents enumerated in Sections 5.2 through 5.5 shall take precedence over conflicting terms and provisions contained in documents enumerated in Section 5.6.

§ 6.3 The Vendor shall purchase and maintain insurance as set forth under Article 13 of A251–2007.

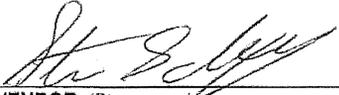
*(List any required limits for insurance.)*

- Carry and provide proof to the City for the following insurance, naming the City as the additional insured party: (This proof shall be provided not more than five business days from the City providing a written NOTICE OF AWARD, and before any Contractor staff arrive at the site.)
- Comprehensive General Liability insurance, including blanket contractual and product liability coverage in an amount not less than \$1,000,000 per occurrence, \$3,000,000 annual aggregate.
- Automobile Liability insurance in an amount not less than \$1,000,000 per occurrence, \$3,000,000 annual aggregate.
- Worker’s Compensation insurance affording protection under the worker’s Compensation Laws of Minnesota.
- Employer’s Liability subject to a limit of not less than \$100,000.

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
*(Printed name and title)*

  
\_\_\_\_\_  
VENDOR (Signature)

Steve Schmalz Controller  
\_\_\_\_\_  
*(Printed name and title)*

# Additions and Deletions Report for AIA<sup>®</sup> Document A151<sup>™</sup> – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:17:09 on 04/22/2010.

## PAGE 1

AGREEMENT made as of the 26 day of April in the year Two Thousand and Ten.

...

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

...

Fluid Interiors  
100 North 6<sup>th</sup> Street  
Suite 100A  
Minneapolis, MN 55403

...

*(Name, location and detailed description)*

1643.01 – Systems Furniture Package  
Inver Grove Heights Public Safety Addition & City Hall Remodel  
City of Inver Grove Heights  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

...

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

## PAGE 2

§ 1.2 The Contract Documents consist of this Agreement, conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, request for proposal document package dated January 20, 2010, including Drawings and Specifications, as well as any Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior and subsequent negotiations, representations or agreements, either written or oral, unless the procedure for a change in terms is followed as described in Section 1.3. An enumeration of the Contract Documents, other than Modifications, appears in Article 5.

...

§ 2.2 The Vendor shall complete the Work for Phase 1 not later than the following date: July 5 – July 15, 2010

...

The Owner shall pay the Vendor the Contract Sum in current funds, including all applicable taxes, for the Vendor's performance of the Contract. The Contract Sum shall be ~~(\$—)~~ detailed in Exhibit A, subject to additions and deductions as provided in the Contract Documents.

...

See Section 1.4 of Exhibit A, Fluid Interiors Terms and Conditions.

PAGE 3

§ 4.2.1 Based upon applications for payment submitted to the Owner by the Vendor, the Owner shall make progress payments on account of the Contract Sum to the Vendor as provided below and elsewhere in the Contract Documents. Progress payments will be made monthly for furniture delivered to site and work installed. A 5% retainage shall be held from each invoiced amount until final installation review and approval by phase.

...

§ 5.3 The Supplementary Conditions, other Conditions of the Contract and Specifications are dated ~~January 20,~~ 2010, and are as follows:  
*(Either list the Specifications here or refer to an exhibit attached to this Agreement. If a project manual is not used, indicate here.) See Attached Exhibit A*  
§ 5.3.1 Project Labor Agreement (PLA.) See Exhibit B

Section	Title	Pages
---------	-------	-------

...

Inver Grove Heights Public Safety Addition & City Hall Remodel. Systems Furniture Package. Request for Proposal document dated January 20, 2010.

Table of Articles:

1. General specifications/minimum requirements:

- Panels
- Work Surfaces
- Storage
- Miscellaneous Accessories

2. Preferred method of procurement.

3. Pricing requirements from vendors.

4. Miscellaneous provisions

5. Typical 1, 2, 3

§ 5.4.1 Installation plans provided by vendor – see Exhibit C.

Number	Title	Date
--------	-------	------

...

N/A

PAGE 4

- Carry and provide proof to the City for the following insurance, naming the City as the additional insured party: (This proof shall be provided not more than five business days from the City providing a written NOTICE OF AWARD, and before any Contractor staff arrive at the site.)
- Comprehensive General Liability insurance, including blanket contractual and product liability coverage in an amount not less than \$1,000,000 per occurrence, \$3,000,000 annual aggregate.
- Automobile Liability insurance in an amount not less than \$1,000,000 per occurrence, \$3,000,000 annual aggregate.
- Worker's Compensation insurance affording protection under the worker's Compensation Laws of Minnesota.
- Employer's Liability subject to a limit of not less than \$100,000.

Type of insurance

Limit of liability (\$0.00)

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Ted Redmond, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:17:09 on 04/22/2010 under Order No. 0085404298\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA<sup>®</sup> Document A151™ – 2007 - Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings and Equipment where the Basis of Payment is a Stipulated Sum, as published by the AIA in its software. other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*

# AIA<sup>®</sup> Document A251<sup>™</sup> – 2007

## **General Conditions of the Contract for Furniture, Furnishings and Equipment**

### for the following PROJECT:

*(Name, location, and brief description)*

1643.01 – Systems Furniture Package  
Inver Grove Heights Public Safety Addition & City Hall Remodel  
City of Inver Grove Heights  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

### THE OWNER:

*(Name, legal status, address and other information)*

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

### THE ARCHITECT:

*(Name, legal status, address and other information)*

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

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

### TABLE OF ARTICLES

- |    |  |
|----|--|
| 1  | GENERAL PROVISIONS                                 |
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| 6  | ACCEPTANCE   |
| 7  | WARRANTIES   |
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15 CLAIMS AND DISPUTES

## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 BASIC DEFINITIONS

§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Vendor (hereinafter the Agreement), and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as the request for quotation or the Vendor's quotation.

§ 1.1.2 **Modification.** A Modification is (1) a written amendment to the Contract signed by both parties or (2) a written order for a minor change in the Work issued by the Architect.

§ 1.1.3 **The Contract.** The Contract Documents form the Contract for Furniture, Furnishings and Equipment. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and the Vendor; (2) between the Owner and a sub-vendor; (3) between the Owner and the Architect or the Architect's consultants; or (4) between any persons or entities other than the Owner and the Vendor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.4 **The Work.** The term "Work" means the fabrication, shipping, warehousing, delivery, installation and all other labor, materials and activities required of the Vendor. The Work may constitute the whole or a part of the Project with regard to the furniture, furnishings and equipment required by the Contract Documents.

§ 1.1.5 **The Project.** The Project is the total construction and installation of which the Work performed under the Contract may be the whole or a part. Other vendors and contractors under separate agreements with the Owner may concurrently perform construction or other activities for the Project.

§ 1.1.6 **The Drawings.** The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.7 **The Specifications.** The Specifications are that portion of the Contract Documents consisting of the written requirements for furniture, furnishings, equipment, systems, quality and workmanship standards for the Work.

§ 1.1.8 **Instruments of Service.** Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

### § 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Vendor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Vendor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Unless otherwise stated in the Contract Documents, words that have well-known technical or furniture, furnishings and equipment industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.3 Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles and identified references to Sections in the document or (3) the titles of other documents published by the American Institute of Architects.

### § 1.3 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.3.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Vendor, sub-vendors and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.3.2 The Vendor, sub-vendors and suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Vendor, sub-vendors and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

### § 1.4 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

## ARTICLE 2 OWNER

### § 2.1 GENERAL

The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 9.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

### § 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Unless otherwise provided in the Contract Documents, the Owner shall provide

- .1 areas of the Project premises that the Vendor may utilize in the performance of the Work;
- .2 access to the premises for the Vendor at reasonable times;
- .3 suitable space for receipt, inspection, acceptance and staging of materials, furniture, furnishings and equipment;
- .4 temporary utilities and facilities on the premises and vertical transportation necessary for progress and execution of the Work; and
- .5 security normal for the Project premises.

§ 2.2.2 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall furnish any other information or services under the Owner's control and relevant to the Vendor's performance of the Work with reasonable promptness after receiving the Vendor's written request for such information or services.

## ARTICLE 3 VENDOR

### § 3.1 GENERAL

§ 3.1.1 The Vendor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Vendor" means the Vendor or the Vendor's authorized representative.

§ 3.1.2 The Vendor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Vendor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract or by tests, inspections or approvals required or performed by persons or entities other than the Vendor.

### § 3.2 REVIEW OF CONTRACT DOCUMENTS AND INSPECTION OF PROJECT PREMISES BY VENDOR

§ 3.2.1 Execution of the Contract by the Vendor is a representation that the Vendor has visited the Project premises or, if the Project premises have not yet been constructed, has reviewed the documents pertaining thereto; has become familiar with local conditions under which the Work is to be performed and information relative to access to and use of the Project premises, as provided by the Owner under Section 2.2; and has correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Vendor shall, before starting each portion of the Work, (1) carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.1; (2) take field measurements of any existing conditions related to that portion of the Work; and (3) observe any conditions of the access route or on the Project premises affecting the Work. These obligations are for the purpose of facilitating delivery and installation by the Vendor and are not for the purpose of discovering errors, omissions or inconsistencies in the Contract Documents; however, the Vendor shall report promptly to the Architect any errors, inconsistencies or omissions discovered or made known to the Vendor as a request for information in such form as the Architect may require. It is recognized that the Vendor's review of the Contract Documents is made in the Vendor's capacity as a Vendor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Vendor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Vendor shall report promptly to the Architect any nonconformity discovered by or made known to the Vendor as a request for information in such form as the Architect may require.

§ 3.2.4 In addition to the Vendor's representations under Section 3.2.1, the Vendor shall, prior to shipment, delivery and installation, visit and inspect the Project premises in order to confirm the conditions under which the Work is to be performed; verify the stage of completion of the premises and the Project; determine availability of facilities for access, delivery, transportation and staging area; determine the physical and environmental restrictions imposed by the Owner and the condition of the premises and separate vendors; and correlate these observations with the requirements of the Contract Documents. The Vendor shall promptly report to the Owner conditions observed during such inspection or thereafter that would impede the Vendor's performance of the Work.

§ 3.2.5 If the Vendor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Vendor's notices or requests for information pursuant to Sections 3.2.2, 3.2.3 and 3.2.4, the Vendor shall make Claims as provided in Article 15. If the Vendor fails to perform the obligations of Sections 3.2.2, 3.2.3, or 3.2.4, the Vendor shall pay such costs and damages to the Owner as would have been avoided if the Vendor had performed such obligations.

### § 3.3 SUPERVISION OF THE WORK

§ 3.3.1 The Vendor shall supervise and direct the Work, using the Vendor's best skill and attention. The Vendor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of fabrication, shipment, delivery and installation, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 3.3.2 The Vendor shall be responsible to the Owner for acts and omissions of the Vendor's employees, sub-vendors and their agents and employees, and other persons or entities performing or providing portions of the Work to, for or on behalf of, the Vendor or any of its sub-vendors.

§ 3.3.3 The Vendor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition for subsequent Work.

### § 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Vendor shall provide and pay for labor, materials, furniture, furnishings and equipment, tools, installation equipment and machinery, delivery, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated into the Work.

§ 3.4.2 The Vendor shall not make substitutions until after evaluation by the Architect and approval by the Owner.

§ 3.4.3 The Vendor shall enforce strict discipline and good order among the Vendor's employees and other persons carrying out the Work. The Vendor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### § 3.5 TAXES

The Vendor shall pay all required sales, consumer, use and similar taxes for the Work provided by the Vendor.

### § 3.6 PERMITS, FEES NOTICES, AND COMPLIANCE WITH LAWS

§ 3.6.1 Unless otherwise provided in the Contract Documents, the Vendor shall secure and pay for permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required as of that date.

§ 3.6.2 The Vendor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.6.3 If the Vendor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Vendor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### § 3.7 SUPERINTENDENT

The Vendor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project premises during performance of the Work. The superintendent shall represent the Vendor, and communications given to the superintendent shall be as binding as if given to the Vendor.

### § 3.8 VENDOR'S SCHEDULES

§ 3.8.1 The Vendor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Vendor's progress schedule for the Work. The schedule shall not exceed time limits established in the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and the Project, shall be related to the Project and related Work to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.8.2 The Vendor's progress schedule shall indicate dates for commencement and completion of phases of the Work, within the Contract Time, including dates for order placement, fabrication, shipping, delivery and installation. The schedule shall indicate other critical dates, such as deadlines for approval of submittals of colors, finishes, fabrics and other materials. The Vendor shall obtain and submit for the Owner's and the Architect's information written confirmation from sub-vendors of dates of fabrication and delivery.

§ 3.8.3 The Vendor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall 1) be coordinated with the Vendor's progress schedule, and 2) allow the Architect reasonable time to review submittals. If the Vendor fails to submit a submittal schedule, the Vendor shall not be entitled to any increase in Contract Sum or extension of contract completion time based on the time required for review of submittals.

§ 3.8.4 The Vendor shall perform the Work in accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.8.5 The Vendor shall cooperate with the Owner and Architect in coordinating the Vendor's progress schedule with those of separate Vendors and with the requirements of the Owner and Architect. The Vendor shall cooperate

in determining mutually acceptable dates and times for delivery, installation and inspection of the Work, and use of services and facilities provided to the Vendor, all to be confirmed in writing within a reasonable time in advance of such dates and times.

### **§ 3.9 DOCUMENTS FOR THE OWNER'S RECORDS**

The Vendor shall maintain for the Owner one copy of the Drawings, Specifications, Addenda and other Modifications, in good order and marked currently to indicate field changes and selections made during performance of the Work, and one copy of approved Shop Drawings, Product Data and similar required submittals. These shall be available to the Architect and shall be delivered to the Owner upon completion of the Work as a record of the Work installed.

### **§ 3.10 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

**§ 3.10.1** Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Vendor or a sub-vendor to illustrate some portion of the Work.

**§ 3.10.2** Product Data are manufacturer's illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Vendor to illustrate materials or equipment for some portion of the Work.

**§ 3.10.3** Shop Drawings, Product Data and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Vendor proposes to conform to the information given and the design concept expressed in the Contract Documents. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. The Architect may return without action submittals that are not required by the Contract Documents.

**§ 3.10.4** The Vendor shall review for compliance with the Contract Documents, and approve and submit to the Architect, Shop Drawings, Product Data and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submitted schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate vendors.

**§ 3.10.5** By submitting Shop Drawings, Product Data and similar submittals, the Vendor represents to the Owner and Architect that the Vendor has (1) reviewed and approved them, and (2) determined and verified materials, field measurements and field installation criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**§ 3.10.6** The Vendor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data or similar submittals until the respective submittal has been approved by the Architect.

**§ 3.10.7** The Work shall be in accordance with approved submittals, except that the Vendor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data or similar submittals unless the Vendor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work or (2) a Modification to the Contract has been approved authorizing the deviation. The Vendor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data or similar submittals by the Architect's approval.

**§ 3.10.8** The Vendor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

**§ 3.10.9** Samples, once approved, constitute an express warranty that the goods will conform to the sample.

**§ 3.10.10** When professional certification of performance criteria for furniture, furnishings and equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such certifications.

### § 3.11 CLEANING UP

§ 3.11.1 The Vendor shall keep the premises and surrounding area free from accumulation of waste materials and other debris created by operations under the Contract. At completion of the Work, the Vendor shall remove waste materials and other debris created by the Vendor's activities, the Vendor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.11.2 If the Vendor fails to clean up as provided in the Contract Documents, the Owner may do so, and the Owner shall be entitled to reimbursement from the Vendor for the cost thereof.

### § 3.12 INDEMNIFICATION

§ 3.12.1 To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Vendor, a sub-vendor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.12.

§ 3.12.2 In claims against any person or entity indemnified under this Section 3.12 by an employee of the Vendor, a sub-vendor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.12.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Vendor or a sub-vendor under workers' compensation acts, disability benefit acts or other employee benefit acts.

### ARTICLE 4 TITLE AND RISK OF LOSS

§ 4.1 Title to all furniture, furnishings and equipment shall be transferred to the Owner upon acceptance by the Owner pursuant to Section 6.2 or upon payment in full to the Vendor, whichever occurs first.

§ 4.2 The risk of loss, with respect to all furniture, furnishings and equipment provided by the Vendor, shall remain on the Vendor until acceptance by the Owner pursuant to Section 6.2 of the furniture, furnishings and equipment, or designated portion thereof.

§ 4.3 The Owner shall be under no obligation to insure furniture, furnishings or equipment that does not conform to the Contract Documents or that the Owner has rejected. Under such circumstances, the risk of loss shall remain with the Vendor.

### ARTICLE 5 DELIVERY AND INSTALLATION

§ 5.1 The Vendor shall make delivery of all furniture, furnishings and equipment in accordance with the Vendor's progress schedule or at a time agreed upon by the Owner and Architect.

§ 5.2 The Vendor shall become fully informed of the conditions relating to delivery, installation and labor under which the Vendor's Work will be performed. The Vendor shall employ the labor, and means and methods of carrying out the Vendor's Work as the conditions require.

§ 5.3 Delivery and installation of all furniture, furnishings and equipment shall be made to the location of the Project, as specified in the Contract Documents. Installation of furniture, furnishings and equipment shall include testing as required by the Contract Documents.

§ 5.4 The Vendor shall consult with the Owner to identify a route to be used within the Project premises from the point of initial delivery at the Project premises to the place of final placement or installation. After its selection, the route shall be made available to the Vendor for delivery of furniture, furnishings and equipment as provided in Section 5.1 and Section 5.2.

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§ 5.5 The Vendor shall, within a reasonable time prior to delivery, provide the Owner with schedules for access and arrange for the use of elevators and unloading facilities.

§ 5.6 When the Vendor considers installation of all or a designated portion of the furniture, furnishings or equipment required by the Contract Documents to be complete, the Vendor shall advise the Owner and Architect in writing.

#### ARTICLE 6 ACCEPTANCE

§ 6.1 Prior to the tender of delivery by the Vendor, the Owner may conduct a preliminary inspection of the furniture, furnishings and equipment upon delivery for the purpose of verifying the delivery of such furniture, furnishings or equipment, including quantities. Such preliminary inspections shall not constitute acceptance of, taking charge over or control of such furniture, furnishings or equipment. Any defects, damage, deficiencies or nonconformity discovered by the Owner shall be reported to the Vendor.

§ 6.2 Upon completion of installation pursuant to Section 5.6, the Owner, with the assistance of the Architect, shall conduct an acceptance inspection. If the Owner determines that the furniture, furnishings and equipment comply with the requirements of the Contract Documents, the Owner shall notify the Vendor that the furniture, furnishings and equipment have been accepted. If the Owner determines that all or any portion of the furniture, furnishings or equipment do not conform to the requirements of the Contract Documents, the Owner shall reject such nonconforming portion by notifying the Vendor in writing of such rejection.

§ 6.3 If the Owner rejects all or any portion of the delivery, the Owner shall notify the Vendor within a reasonable time, which shall not be more than 30 days after the date of the inspection performed pursuant to Section 6.2. The notice shall include the specific basis for the Owner's rejection.

§ 6.4 If the Owner rejects all or any portion of the delivery, the Owner shall hold the rejected portion for a reasonable time to permit the Vendor to remove it from the Project premises.

§ 6.5 Upon rejection by the Owner, the Vendor shall have 30 days to provide acceptable evidence of arrangements to remedy the basis for rejection. If the Vendor remedies the basis for rejection, the Vendor shall notify the Owner in writing. The Owner shall have an additional period of time to conduct an acceptance inspection of the previously rejected furniture, furnishings or equipment. If the Owner agrees to accept the furniture, furnishings or equipment, the Owner shall so notify the Vendor in writing. If the Owner rejects the tender of such furniture, furnishings or equipment, the Owner shall notify the Vendor within a reasonable time, which shall not be more than 30 days. Such notice shall include the specific basis for rejection. Upon rejection, the Vendor shall remove the rejected furniture, furnishings or equipment from the Project premises.

§ 6.6 If furniture, furnishings or equipment that have been previously accepted are found not to comply with the requirements of the Contract Documents, the Owner shall be entitled to revoke acceptance so long as the Vendor does not suffer actual prejudice by virtue of the Owner's prior acceptance of such furniture, furnishings or equipment. Such revocation of acceptance shall be made by giving prompt notice to the Vendor. In such event, the Vendor shall proceed in accordance with Section 6.5.

§ 6.7 The provisions of this Article 6 do not preclude recovery of damages as provided by law.

#### ARTICLE 7 WARRANTIES

§ 7.1 The Vendor expressly warrants to the Owner and Architect that the Work complies with the requirements of the Contract Documents. The Vendor further warrants that the Owner shall receive the benefit of standard manufacturer's warranties and guarantees applicable to the Work.

§ 7.2 The Vendor provides to the Owner and Architect all warranties relating to the furniture, furnishings and equipment implied by law, including but not limited to the warranty of merchantability.

§ 7.3 The Vendor acknowledges that no exclusion of or limitation on warranties contained in any proposal, product literature or other submittal shall affect the warranties provided pursuant to Sections 7.1 and 7.2.

## ARTICLE 8 PAYMENT

§ 8.1 Before the first application for payment, the Vendor shall submit to the Owner a quotation schedule showing the values allocated to each quotation for portions of the Work. The Vendor's quotation schedule shall be accompanied by a certified statement from the Vendor prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, when approved by the Owner, shall be submitted with each application for payment and shall be used as a basis for reviewing the Vendor's applications for payment.

§ 8.2 When payment is due pursuant to the payment terms of the Agreement, the Vendor shall submit to the Owner an itemized application for payment. Such application shall be notarized, if required by the Contract Documents, and supported by such data substantiating the Vendor's right to payment as the Owner may require, such as copies of bills of lading or requisitions from sub-vendors and equipment suppliers.

## ARTICLE 9 ARCHITECT

### § 9.1 GENERAL

The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

### § 9.2 ADMINISTRATION OF THE CONTRACT

§ 9.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during performance of the Work until final payment is due. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 9.2.2 The Architect will assist the Owner in coordinating schedules for fabrication, delivery and installation of the Work, but will not be responsible for failure of the Vendor or a sub-vendor to meet schedules for completion or to perform their respective duties and responsibilities in conformance with such schedules.

§ 9.2.3 The Architect will visit the Project premises at intervals appropriate to the stage of the Vendor's operations, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed; and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous inspections at the Project premises to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the means, methods, techniques, and sequences or procedures of fabrication, shipment, delivery or installation, or for the safety precautions and programs in connection with the Work, since these are solely the Vendor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 9.2.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Vendor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall not have control over, charge of, or responsibility for acts or omissions of the Vendor, sub-vendors, their agents or employees, or any other persons or entities performing portions of the Work.

§ 9.2.5 The Architect has authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the completion time, and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Vendor. The Vendor shall carry out such written orders promptly.

§ 9.2.6 Unless otherwise provided, the Architect's authority shall not extend to the receipt, inspection or acceptance on behalf of the Owner of furniture, furnishings and equipment at the time of their delivery to the Project premises and subsequent installation. The Architect is not authorized to reject nonconforming Work, stop the Work or terminate the Contract.

§ 9.2.7 The Architect may recommend to the Owner rejection of Work that does not conform to the Contract Documents. A recommendation by the Architect made in good faith shall not give rise to a duty or responsibility of the Architect to the Owner, Vendor, sub-vendors, their agents or employees, or other persons or entities performing portions of the Work.

#### **ARTICLE 10 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS**

##### **§ 10.1 OWNER'S RIGHT TO PERFORM RELATED ACTIVITIES AND TO AWARD SEPARATE CONTRACTS**

§ 10.1.1 The Owner reserves the right to perform activities related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other activities at the Project premises. If the Vendor claims that such action by the Owner involves delay or additional cost, the Vendor shall make such Claim as provided in Article 15.

§ 10.1.2 When separate contracts are awarded for different portions of the Project or other activities at the Project premises, the term "Vendor" in the Contract Documents in each case shall mean the vendor who executes each separate Owner-Vendor Agreement.

§ 10.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate vendor with the Work of the Vendor, who shall cooperate with them. The Vendor shall participate with other separate vendors and the Owner in reviewing their progress schedules. The Vendor shall make any revisions to the progress schedule deemed necessary after a joint review and mutual agreement. The progress schedules shall then constitute the schedules to be used by the Vendor, separate vendors and the Owner until subsequently revised.

§ 10.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs activities related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Vendor under the Contract, including, without excluding others, those stated in this Article 10, and in Article 3, Article 12 and Article 13 herein.

##### **§ 10.2 MUTUAL RESPONSIBILITY**

§ 10.2.1 The Vendor shall afford the Owner and separate vendors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Vendor's activities with theirs as required by the Contract Documents.

§ 10.2.2 If part of the Vendor's Work depends for proper execution or results upon activities by the Owner or a separate vendor, the Vendor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects resulting from their activities that would impede the Vendor in achieving proper execution and results. If the Vendor fails to report discrepancies or defects reasonably discoverable, it shall be responsible for deficiencies or defects in its Work due to such deficiencies or defects.

§ 10.2.3 The Vendor shall reimburse the Owner for costs the Owner incurs that are payable to a separate vendor because of the Vendor's delays, improperly timed activities or other damage to the Work of a separate vendor. The Owner shall be responsible to the Vendor for costs the Vendor incurs because of the delays, improperly timed activities or damage to the Work caused by a separate vendor.

§ 10.2.4 The Vendor shall promptly remedy damage it wrongfully causes to property of the Owner or separate vendors as provided in Section 12.2.4.

##### **§ 10.3 OWNER'S RIGHT TO CLEAN UP**

If a dispute arises among the Vendor, separate vendors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and, with the Architect's assistance, allocate the cost among those responsible.

#### **ARTICLE 11. TIME**

##### **§ 11.1 DEFINITION OF DAY**

The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

**§ 11.2 PROGRESS AND COMPLETION**

§ 11.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Vendor confirms that the completion date stated in the Contract Documents provides a reasonable period for performing the Work.

§ 11.2.2 The Vendor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the Project premises prior to the effective date of insurance required by Article 13 to be furnished by the Vendor and the Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 11.2.3 The Vendor shall proceed expeditiously with adequate forces and shall achieve completion by the mutually agreed upon completion date.

**§ 11.3 DELAYS AND EXTENSIONS OF TIME**

§ 11.3.1 If the Vendor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes which the Architect determines may justify delay, the completion date shall be extended by mutual agreement between the Owner and the Vendor.

**§ 11.3.2 CONFORMANCE TO AGREED-UPON SCHEDULES**

§ 11.3.2.1 The Owner shall cooperate and coordinate its activities with the agreed-upon critical dates identified in the Vendor's progress schedule provided under Section 3.8.2.

§ 11.3.2.2 The Owner shall be responsible for costs the Vendor incurs, such as demurrage, warehousing, and storage or delivery charges, that are due to the Owner's failure to conform to the mutually agreed-upon progress schedule for the Work; to the Owner's failure, without justification, to accept delivery or final installation of furniture, furnishings and equipment; or to any other delays for which the Owner is responsible.

§ 11.3.3 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 11.3.4 This Section 11.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

**ARTICLE 12 PROTECTION OF PERSONS AND PROPERTY**

**§ 12.1 SAFETY PRECAUTIONS AND PROGRAMS**

The Vendor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

**§ 12.2 SAFETY OF PERSONS AND PROTECTION OF PROPERTY**

§ 12.2.1 The Vendor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials, furniture, furnishings and equipment to be incorporated therein, whether in storage on or off the Project premises, under care, custody or control of the Vendor or sub-vendors; and
- .3 other property at the Project premises or adjacent thereto, including property of the Owner, separate vendors or other persons, whether or not completed or installed.

§ 12.2.2 The Vendor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 12.2.3 When use or storage of flammable, volatile or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Vendor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 12.2.4 The Vendor shall promptly remedy damage and loss to property, other than damage to the Work, caused in whole or in part by the Vendor or anyone directly or indirectly employed by the Vendor, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Vendor.

## ARTICLE 13 INSURANCE

### § 13.1 VENDOR'S LIABILITY INSURANCE

§ 13.1.1 The Vendor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Vendor from claims set forth below which may arise out of or result from the Vendor's operations and completed operations under the Contract and for which the Vendor may be legally liable, whether such operations be by the Vendor, by a sub-vendor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Vendor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Vendor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to, or destruction of, tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations;
- .8 Claims involving contractual liability insurance applicable to the Vendor's obligations under Section 3.12.1; and
- .9 Claims for products liability and completed-operations insurance.

§ 13.1.2 The insurance required by Section 13.1.1 shall be written for not less than the limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and with respect to the Contractor's completed operations coverage, until the expiration of the period specified in the Contract Documents.

§ 13.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by Section 13.1.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage including coverage for completed operations shall be submitted with the final application for payment and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 13.1.2. The Vendor shall provide information concerning reduction of coverage on account of revised limits or claims paid under the general aggregate, or both, with reasonable promptness.

## ARTICLE 14 MISCELLANEOUS PROVISIONS

### § 14.1 GOVERNING LAW

This Agreement shall be considered to be for sale of goods and shall be governed by the Uniform Commercial Code (UCC) as adopted in the place where the Project is located. The Contract shall be governed by the law of the place where the Project is located, except, that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 9.6.

### § 14.2 SUCCESSORS AND ASSIGNS

The Owner and Vendor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall

assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

## **ARTICLE 15 CLAIMS AND DISPUTES**

**§ 15.1 Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Vendor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

**§ 15.1.1 Notice of Claims.** Claims by either party must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

**§ 15.1.2 Continuing Contract Performance.** Pending final resolution of a Claim, the Vendor shall proceed diligently with performance of the Contract, and the Owner shall continue to make payments in accordance with the Contract Documents.

**§ 15.1.3 Claims for Consequential Damages.** The Vendor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Vendor for principal office expenses, including the compensation of personnel stationed there; for losses of financing, business and reputation; and for loss of profit, except anticipated profit arising directly from the Work. Nothing contained in this Section 15.1.3 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

## **§ 15.2 RESOLUTION OF CLAIMS AND DISPUTES**

Claims, including those alleging an error or omission by the Architect, shall be referred initially to the Architect. An initial recommendation in writing by the Architect, followed by negotiation of the parties, shall be required as a condition precedent to mediation, arbitration or litigation of all Claims between the Vendor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no recommendation having been made by the Architect.

## **§ 15.3 MEDIATION**

**§ 15.3.1** Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Section 15.1.3, shall, after recommendation by the Architect or 30 days after submission of the Claim to the Architect, be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

**§ 15.3.2** The parties shall endeavor to resolve their Claims by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a demand for arbitration, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 15.3.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 15.4 ARBITRATION**

**§ 15.4.1** Any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

**§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 15.4.3** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

**§ 15.4.4 CONSOLIDATION OR JOINDER**

**§ 15.4.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 15.4.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written consent.

**§ 15.4.4.3** The Owner and Vendor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Vendor under this Agreement.

## **Additions and Deletions Report for AIA<sup>®</sup> Document A251<sup>™</sup> – 2007**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:59:20 on 04/19/2010.

### **PAGE 1**

1643.01 – Systems Furniture Package  
Inver Grove Heights Public Safety Addition & City Hall Remodel  
City of Inver Grove Heights  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

...

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

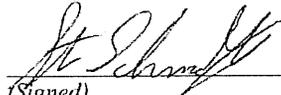
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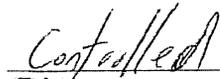
BKV Group, Inc.  
222 North Second Street  
Minneapolis, MN 55401

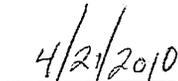
## Certification of Document's Authenticity

AIA® Document D401™ – 2003

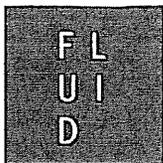
I, Ted Redmond, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:59:20 on 04/19/2010 under Order No. 0085404298\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A251™ – 2007 - General Conditions of the Contract for Furniture, Furnishings and Equipment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

  
\_\_\_\_\_  
(Signed)

  
\_\_\_\_\_  
(Title)

  
\_\_\_\_\_  
(Dated)

# EXHIBIT A



FLUID INTERIORS

100 NORTH 6TH STREET // SUITE 200A // MINNEAPOLIS, MN 55403  
P 612 746 8700 // F 612 746 8701 // FLUIDINTERIORS.COM

## Fluid Interiors Terms and Conditions

### 1.1 Cancellations & Changes

Changes in a signed proposal, e-mailed acknowledgement or customer purchase order, of quantity or specifications are subject to approval by Seller and are considered a change order to the original order. Costs for such changes will be quoted before making any changes and authorization from Buyer must be given in writing. The Buyer shall pay resulting additional charges from the manufacturer. All cancellations shall be delivered to Seller in writing.

### 1.2 Returns

If return authorization is given, restocking charges of at least 25% will be calculated based on the net invoice value of the items being returned.

Products ordered are special order and not subject to return. If products are damaged during shipment or defective, Fluid will file freight claims or work with manufacturer to replace or repair based on warranty/ freight policies.

### 1.3 Deposit

No deposits will be required for this project

### 1.4 Payment Terms

Standard credit terms are Net 30 days from the date of invoice. Finance charges of 1.5% per month (18% annual rate or the maximum allowed by law, whichever is less) will apply to all amounts over 30 days. In the event that Buyer defaults in the payment of any sum due Seller, Seller shall have the right at its option, upon notification to the Buyer, to defer or discontinue services until default is cleared.

### 1.5 Warehousing

Product for this project will ship direct to site. Fluid will schedule and meet the truck, unload and remove all trash from site.

Fluid will verify receipt against packing list, inspection for freight damage, file claims for damaged or missing product, and product storage for up to 30 days if required to ship into our warehouse

### 1.6 Shipping Delays

Seller's order acknowledgement will state a shipping date, which is the manufacturer's best estimate. However, Seller shall not incur any liability for a delay in shipping on a particular date. In addition, Seller shall in no way be liable for any loss or damage resulting from any delay or failure in shipment due to a third party not controlled by Seller or by delays in transportation or other causes beyond Seller's control.

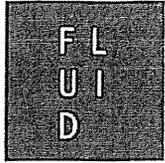
### 1.7 LIMITATION OF WARRANTIES

ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE OF THE MANUFACTURER. SELLER MAKES NO WARRANTY OF MERCHANTABILITY. ALL WARRANTIES ARE SET OUT IN WRITING AND ANY ISSUES NOT COVERED BY WARRANTY ARE THE SOLE RESPONSIBILITY OF THE BUYER.

Fluid Interiors

Client / Buyer

# EXHIBIT A



FLUID INTERIORS

100 NORTH 6TH STREET // SUITE 200A // MINNEAPOLIS, MN 55403  
P 612-746-8700 // F 612-746-8701 // FLUIDINTERIORS.COM

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By

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By

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# EXHIBIT A

## Product Non-Obsolescence and Warranty Policy

(This Haworth Product Non-Obsolescence and Warranty Policy applies to products manufactured after June 1, 2009)

Haworth, Inc. or Haworth, Ltd., (each called "Haworth") will make a good faith effort to maintain product compatibility within our various generations of product platforms to provide our customers with spaces that adapt to change. Haworth's non-obsolescence policy commits to provide our customers with products of comparable function or operational characteristics for a term equal to the warranty period. Haworth fabrics and finishes must be updated periodically to maintain the market appeal of our products and respond to the demands and changing preferences of our customers. As a result some fabrics and finishes are periodically discontinued.

If a new product purchased or leased from Haworth or from an authorized Haworth dealer proves to be defective (as defined below) while the product is still owned or leased by the initial purchaser or lessee and if the initial purchaser or lessee gives Haworth written notice of the defect within the Applicable Warranty Period, then, except as provided below, Haworth will, at Haworth's option, either repair or replace the product, at Haworth's expense, or refund to the buyer the purchase price of the product. A notice must be addressed to Haworth at One Haworth Center, Holland, Michigan 49423, attention: Corrections Department. Except as provided below, a product shall be considered "defective" if Haworth finds that it is defective in materials or workmanship and if the defect materially impairs the value of the product to the buyer or lessee. Applicable Warranty Periods are set forth below. Each Applicable Warranty Period begins on the day the product is manufactured, except that the Applicable Warranty Period for a flooring product begins when its installation is complete. If product is not installed by a Haworth Certified installer or reconfigured by a Haworth trained installer, Haworth may not consider the product to be defective and will not repair, replace or refund its price.

Product(s)	Applicable Warranty Period
All Haworth products except those listed below	LIFETIME
Electrical components, electrical accessories and fixed task lighting, excluding underfloor power; seating mechanisms *, excluding mechanisms in wood or wood framed chairs; upholstery foam, seat and back mesh, seating glides and casters, stack chair frames; wall products	Ten Years
All Haworth products that are at any time used in a classroom or educational environment (other than administrative areas), except products listed below	Ten Years
Wood or wood framed products and wood chairs including their mechanisms; gel arm caps; fabric scrims and fabrics rated ( A ) Heavy Duty under Association of Contract Textiles guidelines; leather, user-adjustable worksurface mechanisms; thermofused laminates; slow close mechanisms, ambient and flexible task lighting, horizontal glass or thermoplastic table assemblies and Jump Stuff products other than Boogie Board (lifetime)	Five Years
All flooring products, including underfloor power, other than factory-applied surfaces, plastic ultraviolet light color fastness; fabrics rated ( a ) General Contract under the Association of Contract Textiles guidelines	Three Years
Products that are manufactured outside North America and sold into the North American market	One to Five **
Non-standard Specials products: soft palm rest; mouse pad insert; translucent edge marring; factory-applied surfaces on flooring products	One Year

Service parts used for warranty carry the remaining balance of the assembly's original warranty period.

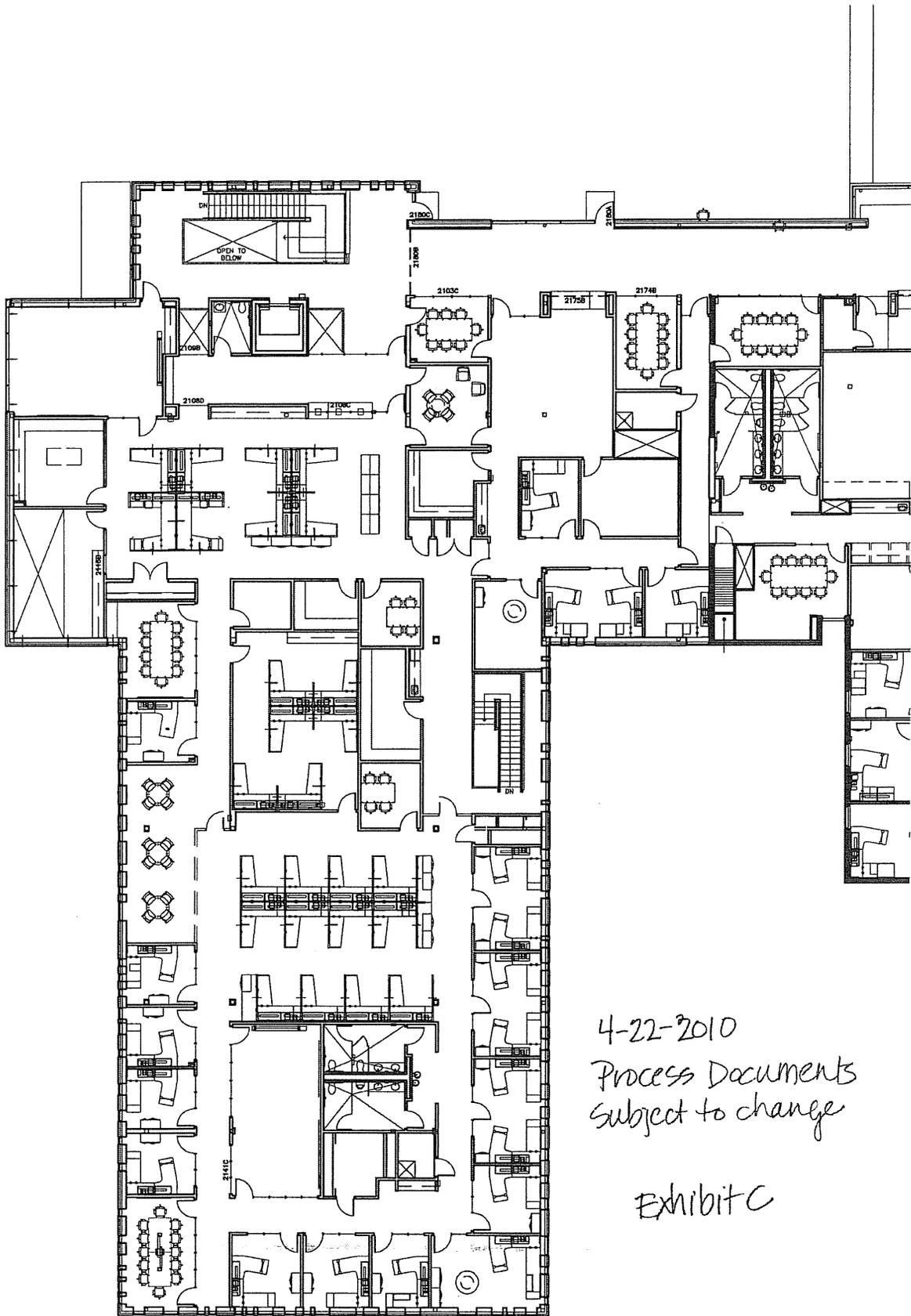
\* The Applicable Warranty Period for these products is single shift forty hour week. If used more than this, then the Applicable Warranty Period will be reduced in proportion to the increased usage. For example, if a chair is used an average of sixty hours per week, then the Applicable Warranty Period for the seating mechanisms is six years, eight months.

\*\* Product specific Applicable Warranty Period is identified in the individual price list publications.

A product will not be considered to be defective, and Haworth will not repair, replace or refund its price if the product (1) is a consumable product, such as a lamp or light ballast, (2) is "Customer's Own Material" (i.e. material specified by the buyer or lessee that is not a standard Haworth product offering, including Haworth Alliance fabrics), (3) is not installed and used as recommended in Haworth's written specification, installation and user guides, (4) has been otherwise misused or suffered abusive damage or (5) is a product that is manufactured by a third-party supplier from whom Haworth purchases it and then re-sells it without incorporating it in other Haworth products (in which case Haworth will assign to the buyer or lessee any assignable warranty that the manufacturer gives to Haworth). A defect in materials or workmanship does not include (a) normal wear and tear, (b) damage caused by an Act of God or by transportation, reconfiguration or other movement of the product, (c) a product alteration made without Haworth's express written authorization, (d) the natural variation of color, grain or texture found in wood or leather, (e) the natural aging found in materials such as wood and leather which result in colors shifting during use, (f) dye lot variations in fabrics, leathers or wall coverings, (g) the natural patina and "puddling" of leather during use.

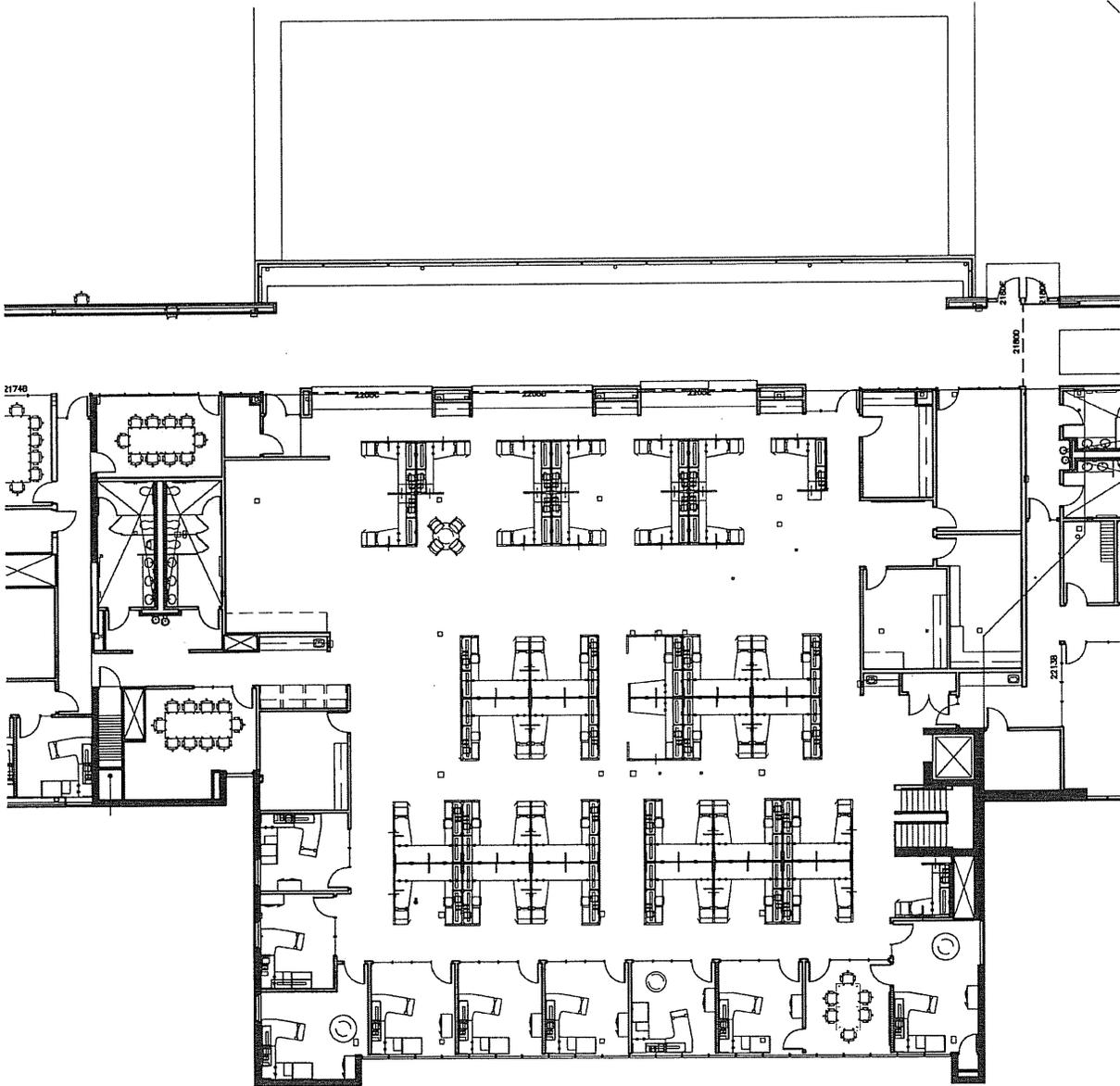
EXCEPT AS STATED ABOVE, HAWORTH DOES NOT MAKE ANY WARRANTY AS TO ANY PRODUCT AND, IN PARTICULAR, DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. Product repair or replacement or refund of the price, at Haworth's option, in accordance with this Policy, is the buyer's or lessee's exclusive remedy for a product defect. Haworth shall not have tort liability with respect to a product, and Haworth shall not be liable for any consequential, economic, indirect, special, punitive or incidental damages arising from a product defect.

Issue Date: June 1, 2009



4-22-2010  
Process Documents  
Subject to change

Exhibit C



4-22-2010  
Process Documents  
Subject to change

EXHIBIT C

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**CONSIDER THIRD READING OF AMENDMENTS TO CITY CODE TITLE FIVE CHAPTER FOUR – ANIMAL CONTROL**

Meeting Date: April 26, 2010  
 Item Type: Regular  
 Contact: JTeppen, Asst City Admin  
 Prepared by:  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED** The City Council is asked to consider the third reading of an ordinance amending the City’s Animal Control regulations.

**SUMMARY**

During the April 12, 2010 City Council meeting the proposed animal ordinance was reviewed by the City Council. The City Council took comments from the public and had some suggested revisions to the draft.

In response to the public comments and City Council comments, the animal ordinance has been revised for the third reading. In response to the discussion at the April 12, 2010 City Council meeting, staff has revised the animal ordinance as follows:

- Inclusion of a requirement that, where an animal is impounded for running at large and the owner is unknown, notice of the impoundment be posted at City Hall and the Police Department within 24 hours of the impoundment and that the impoundment notice remain posted for at least 7 days. (See City Code Section 5-4-5C)
- Inclusion of a restriction that any unclaimed impounded animal may only be sold or given an adult person, thereby excluding sale or transfer to a minor. (See City Code Section 5-4-5H)
- Inclusion of a requirement that, before the Animal Control Authority issues a citation for public nuisance for an animal’s behavior, including yelping, barking, and howling, that the Animal Control Authority personally observe the behavior and determine it violates the ordinance. (See City Code Section 5-4-8C)
- Inclusion of a requirement that, upon the receipt of a completed commercial kennel, commercial daycare kennel or non-commercial kennel license, the City Clerk provide notice of the license to residential property owners within 1,000 feet of the kennel. The 1,000 feet radius for notice was selected because City staff believes this provides sufficient notice to adjacent properties but also because the applicant is required to identify residential dwellings located within 1,000 feet of the proposed kennel. (See City Code Section 5-4-9C)

In conjunction with the revised Animal Ordinance, the Council is also being asked to amend the City Fee Schedule to reflect the biennial dog license fees and related penalty fees; potentially dangerous and dangerous dog registration fees; biennial kennel license fees; animal redemption fees; license transfer fees; and dog identification tag fees as set forth below. A separate resolution with the following fees has been prepared for City Council consideration.

Dogs	<del>5-4-2-1</del> <u>5-4-3-A-2</u>	<del>May 1</del> <u>2 year license</u> <u>April 30</u>	<del>\$10- \$20</del> male/female <del>\$6- \$12</del> spayed/neutered
<u>Penalty Fee</u>			<u>½ license fee</u>
Non-Commercial Kennels	<del>5-4-2-10</del> <u>5-4-9-B</u>	<del>March 31</del> <u>2 year license</u> <u>February 28</u>	<del>\$50.00</del> \$100.00
<u>Penalty Fee</u>			<u>½ license fee</u>
Commercial Kennels		<del>March 31</del> <u>2 year license</u> <u>February 28</u>	<del>\$250.00</del> \$500.00
<u>Penalty Fee</u>			<u>½ license fee</u>
<u>Pound Redemption Fees</u>		\$35.00	
<u>Potentially Dangerous/Dangerous Dog Registration</u>		\$500.00/year (May 1 – April 30)	
<u>Duplicate Dog Identification Tag</u>		<u>\$1.00</u>	
<u>Dog License Transfer Fee</u>			
<u>Transfer Ownership</u>		<u>½ Cost of New License</u>	
<u>Transfer from City to Inver Grove Heights</u>		<u>½ Cost of New License</u>	

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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE REGULATING ANIMALS WITHIN THE CITY OF INVER  
GROVE HEIGHTS, MINNESOTA AND AMENDING INVER GROVE HEIGHTS  
CITY CODE TITLE 5, CHAPTER 4 AND AMENDING THE 2010 FEE  
SCHEDULE**

The City Council of Inver Grove Heights does hereby ordain:

**Section 1. Amendment.** Title 5, Chapter 4 of the Inver Grove Heights City Code is hereby amended in its entirety as follows:

**Chapter 4  
~~ANIMAL CONTROL~~<sup>1</sup>**

**5-4-1: DEFINITIONS:**

~~For purposes of this chapter, the terms defined in this section have the meanings given them:~~

~~AT LARGE: A dog is considered to be at large at any time when it is not under "restraint" as defined in this section.~~

~~KENNEL, COMMERCIAL: A place where four (4) or more dogs over the age of six (6) months are kept for the primary purpose of commercial breeding, keeping, harboring or selling of dogs. A commercial kennel does not include animal hospitals, clinics and other premises operated by a licensed veterinarian exclusively for the care and treatment of animals.~~

~~KENNEL, NONCOMMERCIAL: Any place where four (4) or more dogs over the age of six (6) months are kept but not for the primary purpose of commercial breeding, keeping, harboring or selling of dogs.~~

~~OWNER: A person or persons, firm, association, or corporation owning, keeping or harboring a dog.~~

~~RESTRAINT: A dog is under restraint if it is controlled by a leash; if it is under a voice or signal command of a competent person providing that the dog will obey such voice or signal command; if it is within the limits of the owner's property; or while it is confined within a vehicle being driven or parked in the streets. (1974 Code § 910.01)~~

## **5-4-2: DOGS:**

### **5-4-2-1: LICENSE AND VACCINATION REQUIREMENTS:**

~~A. License Required; Exemptions: No person residing in the city shall own, harbor or keep a dog over six (6) months of age within the city unless a current license for such a dog has been obtained as herein provided, except that individual licenses need not be secured for dogs kept in a licensed commercial kennel as defined in section [5-4-1](#) of this chapter. (1974 Code § 910.03)~~

~~B. Applications For Licenses; Fees: Applications for licenses shall be made to the clerk or the poundkeeper. The application shall include descriptive information as is necessary to provide a reasonable identification of the dog and his owner. The fees for licenses required by this chapter are established by resolution of the city council. (1974 Code § 910.05)~~

~~C. Term Of Dog And Kennel Licenses; Late Payment Penalty: License fees and applications on dog licenses and kennel licenses shall be issued for one year beginning on May 1 for dog licenses and January 1 for kennel licenses. Applications for licenses may be made sixty (60) days prior to the start of the licensing year, and thereafter during the licensing year. Application made thirty (30) days after the licensing year shall be assessed an additional fee of fifty cents (\$0.50) for each late month or portion thereof, which amount shall be added to and collected with the regular license fee. Any owner who secures a dog after the start of the license year shall be allowed thirty (30) days after acquiring such dog to secure a license. (1974 Code § 910.05; amd. 2008 Code)~~

~~D. New Residents:~~

- ~~1. Any dog owner, upon first becoming a resident of the city, shall be allowed thirty (30) days from such time within which to obtain the dog license. Any dog which may be impounded for violations of this chapter within such thirty (30) day period may be reclaimed by the owner without paying the impounding fees, but such owner shall be responsible for paying for the keeping of such dog during its impoundment.~~
- ~~2. Any dog owner having a valid dog license from another municipality may, within thirty (30) days after becoming an Inver Grove Heights resident, secure an Inver Grove Heights dog license for which the owner shall pay a fee prorated for the remainder of the year upon surrender of the valid license from the previous licensing municipality. An affidavit identifying the dog and stating the date of commencing residence of the owner in the city shall be filed with the application.~~

~~E. Rabies Vaccination:~~

1. ~~To be granted a license, every dog three (3) months of age or older shall be vaccinated against rabies. Every dog shall be revaccinated at not more than twenty four (24) month intervals thereafter.~~
  2. ~~Vaccinations shall be performed only by a doctor qualified to practice veterinary medicine in the state in which the dog is vaccinated, and the vaccine used must be effective for a minimum of twenty four (24) months. (1974 Code § 910.05)~~
  3. ~~The veterinarian who vaccinates a dog to be licensed in the city shall complete, in triplicate, a certificate of vaccination. One copy shall be issued to the dog owner, one shall be retained in the veterinarian's files, and one shall be sent to the Minnesota board of animal health. The copy issued to the owner is to be shown to the city at the time of application for a license. (1974 Code § 910.05; amd. 2008 Code)~~
  4. ~~In the instance of vaccinations performed at a city animal clinic, the veterinarian shall complete, in triplicate, a certificate of vaccination. The original shall be issued to the dog owner and the second and third copies retained by the city. (1974 Code § 910.05)~~
- ~~F. Tag And Collar: Upon complying with the provisions of this section, there shall be issued to the owner a metallic tag, stamped with a number and the year for which issued. The shape and design of such tag shall be changed from year to year. Every owner is required to keep a valid tag securely fastened to the dog's choke chain, collar or harness, which must be worn by the dog at all times. In the event that the metallic license tag issued for a dog shall be lost, the owner may obtain a duplicate tag upon the payment of one dollar (\$1.00). (1974 Code §§ 910.05, 910.07)~~
- ~~G. Change Of Ownership: If there is a change of ownership of a dog during a license year, the new owner may have the current license changed to his name upon the payment of a transfer fee of one half ( $\frac{1}{2}$ ) the original fee or may secure a new license. (1974 Code § 910.05)~~

#### **~~5-4-2-2: RESTRAINT OF DOG:~~**

~~Every owner shall keep his dog under restraint at all times. (1974 Code § 910.09)~~

#### **~~5-4-2-3: CONFINEMENT OF CERTAIN DOGS:~~**

~~A. Dangerous, Vicious Dogs: Every owner shall confine within a building or secure enclosure every fierce, dangerous or vicious dog and not take such dog out of such enclosure unless such dog is securely muzzled and restrained by a substantial chain or leash and under the physical restraint of a responsible person. (1974 Code § 910.11; amd. 2008 Code)~~

~~B. Female Dogs In Estrus: Every female dog in heat shall be kept confined within a building in such manner that such female dog cannot come in contact with another dog except for breeding purposes. (1974 Code § 910.11)~~

#### **~~5-4-2-4: NOISY DOGS:~~**

~~No person shall keep or harbor a dog in the city which habitually barks or cries. Any such dog is hereby declared to be a public nuisance. (1974 Code § 910.13)~~

#### **~~5-4-2-5: EXCREMENT REMOVAL REQUIRED:~~**

~~A. Removal Required:~~

- ~~1. Any person who owns, keeps, possesses, harbors or has custody or control of any dog shall keep his property clean of feces matter created by the dog.~~
- ~~2. Any person who owns, keeps, possesses, harbors or has custody or control of a dog and who causes or permits the dog to be on any property not owned or possessed by such person shall:
  - ~~a. Have in the person's possession while accompanying the dog a device or equipment for immediately picking up and removing any feces created by the dog; and~~
  - ~~b. Shall remove any feces created by the dog from such property to a proper waste receptacle.~~~~

~~B. Exemptions:~~

- ~~1. This section does not apply to the possession, custody, control or use of seeing eye dogs by blind persons.~~
- ~~2. This section does not apply to A agricultural or E estate zoned property.~~

~~C. Violation; Penalty: Violation of this section is a petty misdemeanor which is punishable by a fine of twenty five dollars (\$25.00), payable without the necessity of a court appearance, unless otherwise ordered by the court. (1974 Code § 910.49)~~

#### **~~5-4-2-6: IMPOUNDMENT AND REDEMPTION PROVISIONS:~~**

~~A. Pound Designated: The council may provide for a municipal dog pound or may designate as a dog pound a suitable kennel either within or outside the limits of the city. (1974 Code § 910.15)~~

~~B. Poundkeeper: The council shall designate the poundkeeper. (1974 Code § 910.17)~~

C. Impoundment Procedure:

1. Authority: Any dog found in violation of this chapter may be taken up by such officers as the council shall designate and impounded in the dog pound and there confined in a humane manner.
2. Notice To Owner: Immediately upon the impounding of a dog wearing a current license, the officer shall make every reasonable effort to notify the owner of such dog of such impoundment and of the conditions whereby the owner may regain custody of the dog. Any verbal notices shall immediately be confirmed in writing by the animal control officer.
3. Right Of Entry: To enforce this chapter, officers may enter upon the private premises where it appears or where there is reasonable cause to believe that a dog is not licensed or is not being kept confined or restrained as required herein or in pursuit of a dog running at large. Any owner shall produce for the officer's inspection his license or receipt when requested to do so by such officer.
4. Treatment Of Impounded Dogs: Any dog which is impounded in the dog pound shall be kept with kind treatment and sufficient food and water for the dog's comfort. If such dog is not known or suspected of being rabid and has not bitten a person, it shall be kept in the dog pound for at least six (6) days, not including Sundays and holidays, unless sooner reclaimed by its owner. If such dog is known to be or suspected of being rabid or has bitten a person, it shall be kept in the pound at least ten (10) days. (1974 Code § 910.19)

D. Reclamation Or Disposition Of Impounded Dogs:

1. Fees; License Required: Any dog may be redeemed from the pound by the owner paying an impounding fee of:

First redemption—	\$10.00
Second redemption in a 12 month period—	25.00
Third redemption in a 12 month period—	50.00—

plus the cost of the city for keeping such a dog in the pound. If the dog requires a city license, such a license shall also be obtained before the dog is released.

2. Sale: If, at the end of the impounding period, the dog is not reclaimed by the owner, such a dog shall be deemed to have been abandoned and may be sold to any person. If the purchaser will keep or harbor the dog in the city, a license shall also be obtained before possession of the dog is given to the purchaser.
3. Destruction: If such a dog is not sold, then it may be destroyed in a humane manner. (1974 Code § 910.21)

#### **~~5-4-2-7: DOGS WHICH CANNOT BE IMPOUNDED:~~**

~~If a dog is diseased, vicious, dangerous, rabid or exposed to rabies and such dog cannot be impounded after a reasonable effort or cannot be impounded without serious risk to the person attempting to impound, such dog may be immediately killed. (1974 Code § 910.27)~~

#### **~~5-4-2-8: INTERFERENCE WITH IMPOUNDMENT OFFICIALS:~~**

~~It shall be a violation of this chapter for any unauthorized person to break open the pound or to attempt to do so or to take or let out any dogs therefrom, or to take or attempt to take from any officer any dog taken up by him in compliance with this chapter or in any manner to interfere with or hinder such officer in the discharge of his duties under this chapter. (1974 Code § 910.29)~~

#### **~~5-4-2-9: REPORTS AND RECORDS OF POUNDKEEPER:~~**

~~The poundkeeper shall account for and pay over monthly to the city all monies received by him in behalf of the city such as license fees or other fees. The poundkeeper shall also give an accurate written report each month to the city, stating all licenses written by him, all fees collected, all sales made, all dogs impounded, and the duration of the impoundment and all dogs destroyed. (1974 Code § 910.33)~~

#### **~~5-4-2-10: KENNELS:~~**

##### ~~A. License Requirements:~~

- ~~1. No person shall operate or maintain a kennel within the city without first securing a kennel license from the clerk. The fees for such licenses are established by resolution of the city council. The license year shall be from January 1 to December 31 each year. The clerk shall not issue a kennel license until the council approves the same. Each kennel license shall be posted conspicuously on the kennel premises. (1974 Code § 910.31; amd. 2008 Code)~~
- ~~2. The application for a kennel license shall state the name and address of the owner of the kennel, the location where the kennel is to be kept, the number of dogs proposed to be kept and the location of any residential dwellings within one thousand feet (1,000') of the proposed kennel, all in sufficient detail to enable the council members to understand the nature and location of the proposed kennel and its operation. (1974 Code § 910.31)~~

~~B. Construction And Location Requirements: No license shall be granted to any owner for the operation of a kennel unless the area within which the animals are to sleep, eat and exercise shall be enclosed completely with a wire mesh fence at least six feet (6') in height of sufficient gauge to ensure the confinement of said animals. A kennel may be constructed or operated within five hundred feet (500') of any residential dwelling other than the owner's only with the written permission, obtained by said kennel owner, from all residents in dwellings within a five hundred foot (500') radius from said kennel location. (1974 Code § 910.31; amd. 2008 Code)~~

### ~~C. Operation Of Kennels:~~

- ~~1. Every kennel shall be maintained and operated in a neat and sanitary manner.~~
- ~~2. All refuse, garbage and animal waste shall be removed at regular intervals so as to keep the surrounding area free from obnoxious odors.~~
- ~~3. No owner shall permit any of his animals to create any unusual noise from barking, howling or screeching, or create any disturbance or nuisance of any kind which unduly impairs the quiet and peaceful enjoyment of the surrounding areas by other residents. (1974 Code § 910.31)~~

### ~~5-4-3: DISPOSITION OF ANIMALS AT OWNER'S REQUEST:~~

~~The cost of disposing of any dog or any animal at the specific request of the owner shall be paid by such owner. Requests of this nature must be made in writing to the chief of police. Proof of ownership or an affidavit to this effect must be made by the person requesting disposition. Payment of the cost shall be made by the owner upon filing of the request for disposition. (1974 Code § 910.23)~~

### ~~5-4-4: BITES BY ANIMALS:~~

#### ~~A. Impoundment Of Dogs Or Cats After Person Bitten:~~

- ~~1. Any dog or cat that has bitten a person shall immediately be impounded for at least ten (10) days and kept apart from other dogs or animals until it is determined whether said dog or cat had or has rabies. Such impounding may be by the owner and need not be at the dog pound, but if it is not at the dog pound, the owner shall notify the chief of police and shall furnish proof in writing that such dog or cat is being so impounded.~~
- ~~2. On expiration of such ten (10) days, if the dog or cat does not have rabies, the animal may be released, and the chief of police shall be notified just prior to such release. If the dog or cat is impounded in the dog pound, such dog or cat may be reclaimed as herein provided.~~
- ~~3. A dog or cat that has been bitten by a rabid dog or cat or believed to have been exposed to rabies shall be impounded and kept in the same manner and for the same period of time. (1974 Code § 910.25)~~

~~B. Reports Of Bite Cases: It is the duty of every physician or any other person to report to the appropriate health officer the names and addresses of persons treated for bites inflicted by animals within the city, together with such other information as will be helpful in rabies control. (1974 Code § 910.37)~~

~~C. Veterinarian Responsibilities: It shall be the duty of every licensed veterinarian to report to the poundkeeper his diagnosis of any animal within the city observed by him~~

as a rabies suspect, and the poundkeeper shall immediately inform the appropriate health officer of such report. (1974 Code § 910.39)

#### **~~5-4-5: LIVESTOCK AT LARGE PROHIBITED:~~**

~~No person, firm, association or corporation shall permit any horse, foal, pony, cattle or other livestock of which such person, firm, association or corporation is the owner, caretaker or custodian to run at large within the city. An animal will be deemed to run at large when it is off the premises owned or rented by its owner and unaccompanied by the owner or an agent or employee of the owner. (1974 Code § 910.41)~~

#### **~~5-4-6: RIDING HORSES:~~**

~~A. Riding After Dark<sup>2</sup>: No person may ride or drive a horse or pony after the hour of sunset and before the hour of sunrise or at any other time when visibility is impaired by weather, smoke, fog or other conditions along or crossing any public way without appropriate lighting or reflectorized clothing. (1974 Code § 910.43; amd. 2008 Code)~~

~~B. Riding In Public Parks And On Roadways:~~

~~1. Parks:~~

~~a. No person may ride a horse or pony in any city park except in areas duly designated as a trailway or hiking area.~~

~~b. The city park foreman shall designate and properly post those areas in the city parks where horses and ponies may be ridden.~~

~~2. Roadways: Every person riding a horse or pony or driving any horse or pony drawn vehicle upon a public roadway shall be subject to those provisions of the vehicle code applicable to the driver of a motor vehicle, except those provisions which by their nature do not apply.~~

~~3. Interference Prohibited: No person shall interfere with any horse or pony being ridden or kept in a lawful manner. (1974 Code § 910.45)~~

#### **~~5-4-7: CARE OF ANIMALS:~~**

~~All animals kept within the city shall be subject to the following requirements:~~

~~A. The size, number, species, facilities for, and the location of animals kept shall be maintained so as to not constitute a danger or nuisance by means of odor, noise or otherwise.~~

~~B. The person caring for any animal shall be of sufficient age, knowledge and experience to adequately and safely care for the animal.~~

~~C. The care, keeping, and shelter of all animals shall conform with Minnesota statutes chapters 35, 343 and 346.~~

~~D. Animals kept in pet shops, commercial kennels or noncommercial kennels shall be kept in accordance with the applicable provisions of this chapter in addition to the regulations provided in [title 10](#) of this code. (1974 Code § 910.47)~~

### **5-4-8: EXEMPTIONS:**

~~A. Hospitals And Other Facilities: Hospitals, clinics and other premises operated by licensed veterinarians exclusively for the care and treatment of animals are exempt from the provisions of this chapter except where such duties are expressly stated.~~

~~B. Nonresidents: The licensing requirements of this chapter shall not apply to any dog belonging to a nonresident of the city and kept within the city for not longer than thirty (30) days, provided that all such dogs shall at all times, while within the city, be kept under restraint. (1974 Code § 910.35)~~

~~[Footnote 1:](#) See also section [10-5-7](#) of this code.~~

~~[Footnote 2:](#) See also section [6-1-4](#) of this code.~~

### **5-4-1: DEFINITIONS:**

For purposes of this chapter, unless the context clearly indicates otherwise or otherwise defined in Minnesota Statutes Section 347.50 the terms defined in this section have the meanings given them:

ANIMAL: Every non-human species of animal, domestic, permitted nondomestic, and inherently dangerous.

ANIMAL CONTROL AUTHORITY: Individually and collectively the City's Police Department, the City's Police Chief, the City's police officers, the City's community service officers and other personnel assisting in the enforcement of this Chapter.

RUNNING AT LARGE, RUN AT LARGE, OR AT LARGE: Any animal that is not:  
a. Effectively contained within a fenced area or by voice control or other means on the owner's property;

- b. Effectively restrained by a chain or leash or restraining device not exceeding six (6) feet in length or a commercially manufactured retractable leash when off of the owner's property.

COMMERCIAL  
KENNEL:

Kennel means a place where four (4) or more dogs over the age of six (6) months are kept for the primary purpose of commercial breeding, keeping, harboring, or selling of dogs. A commercial kennel does not include veterinary hospitals, clinics, or other premises operated by a licensed veterinarian exclusively for the care and treatment of animals.

COMMERCIAL  
DAYCARE  
KENNEL:

Any place where dogs are kept for the primary purpose of commercial pet sitting or "doggie daycare", provided all of the following are met:

- a. Limited to a maximum of twenty (20) dogs on site at any one time.
- b. No outdoor runs or kennels allowed.
- c. The requirement and location of any outside fenced area, if any, shall be determined by the council.
- d. Dogs shall be on a leash and handled by an employee at all times when outside the building during the animal's stay.
- e. An employee shall remain on site at all times animals are on the premises including overnight.
- f. Dogs shall be kept inside at all times except when exercised by an employee.
- g. Designated bathroom area shall be cleaned daily.

NON-  
COMMERCIAL  
KENNEL:

Any place where four (4) or more dogs over the age of six (6) months are kept but not for the primary purpose of commercial breeding, keeping, harboring, or selling of dogs.

KENNEL:

A commercial kennel, commercial daycare kennel or non-commercial kennel.

DANGEROUS  
DOG:

Minnesota Statutes Section 347.50.

<u>OWNER:</u>	<u>Minnesota Statutes Section 347.50.</u>
<u>PERSON:</u>	<u>One or more natural persons, a firm, partnership, corporation, or any other entity.</u>
<u>PREMISES:</u>	<u>A building, structure, shelter, or land where an animal is kept or confined.</u>
<u>VETERINARY HOSPITAL:</u>	<u>A place for the treatment, hospitalization, surgery, care and board of animals and birds under the direction of one or more licensed veterinarians.</u>
<u>VACCINATION AGAINST RABIES:</u>	<u>The inoculation of a dog, cat, or ferret with a rabies vaccine by a veterinarian duly licensed to practice veterinary medicine.</u>
<u>POTENTIALLY DANGEROUS DOG:</u>	<u>Minnesota Statutes. Section 347.50.</u>
<u>UNDER RESTRAINT:</u>	<u>The animal is (1) at heel beside a person having custody of it and obedient to that person's voice or signal command; (2) within a private motor vehicle of a person owning, harboring, or keeping the animal; (3) within the property limits of the owner's property; or (4) controlled by a chain or leash of a maximum of six (6) feet in length or a commercially manufactured retractable leash.</u>
<u>INHERENTLY DANGEROUS ANIMALS:</u>	<u>Animals other than domestic animals and farm and permitted nondomestic animals, which are inherently dangerous including, but not limited to, wolves, coyotes, bears, snakes (venomous and constrictor species), skunks, cougars, tigers, and any crossbreeds thereof, or crossbreeds with domestic or farm and permitted nondomestic animals</u>
<u>KEEP:</u>	<u>To own, stable, harbor, maintain, possess, or act as a custodian or caretaker for an animal.</u>
<u>PROPER ENCLOSURE:</u>	<u>A secure indoors location or a securely enclosed and locked pen or structure suitable to prevent the animal from escaping and providing protection from the elements for the animal. A proper enclosure does not include a porch, patio, or any part of a house, garage, or other structure that would allow the animal to exit of its own volition, or any house or structure in which windows are open or in which door or window screens are the only obstacles that prevent the animal from exiting.</u>

SUBSTANTIAL  
BODILY HARM: Minnesota Statutes Section 609.02, subd. 7a.

GREAT  
BODILY HARM: Minnesota Statutes Section 609.02, subd. 8.

FARM ANIMAL  
AND  
PERMITTED  
NONDOMESTIC  
ANIMAL: Cows, sheep, pigs, deer and other members of the order Artiodactyla except the family Hippopotamidae; horses and other members of the family Equidae; all birds in the class Aves; squirrels and other members of the family Scirridae; rabbits and other members of the families Didelphidae and Macropididae; and other animals if the owner can show the animals are not inherently dangerous.

DOMESTIC  
ANIMALS: Dogs, cats, caged birds, fish, rabbits, domestic ferrets, snakes (non-venomous and non-constrictor species), gerbils, hamsters, guinea pigs, white rats or mice.

**5-4-2. KEEPING OF CERTAIN ANIMALS PERMITTED.** The following animals may be kept in the City pursuant to the regulations of this Chapter and relevant provisions of the Zoning Ordinance: domestic animals; farm animals and permitted nondomestic animals; and inherently dangerous animals.

**5-4-3. DOG LICENSES.** No person residing in the City shall keep a dog over six (6) months of age within the City for more than ten (10) consecutive days unless the person has a current City-issued dog license for the dog. Individual dog licenses need not be secured for dogs kept in commercial kennel or commercial daycare kennel as defined herein.

**A. License Fee and Application.**

- 1. Application.** An application for a dog license shall be made to the City Clerk on the form proscribed by the City. The applicant must provide all the information required on the form, including but not limited to:
  - a. The name, age, breed, sex, color, and marking of the dog;**
  - b. A certificate showing that the dog has been vaccinated against rabies by a licensed veterinarian;**
  - c. A sworn statement that the person is not restricted from owning a dog pursuant to Minnesota Statutes, Section 347.542 or a sworn statement that the Animal Control Authority has rescinded the restriction entirely or with limitations and that the person's application to own a dog is in conformity therewith;**



previous owner must notify the City within thirty (30) days of the change in ownership and provide the City with the name and address of the new owner.

- G. Exemptions. Veterinarian hospitals and dogs belonging to the City's Police Department are exempt from this Section.

#### **5-4-4 GENERAL REGULATIONS OF DOMESTIC ANIMALS.**

- A. Rabies Vaccination Required. Every owner or keeper of a dog, cat, or ferret kept as a pet over three (3) months of age within the City must have the dog, cat, or ferret vaccinated by a licensed veterinarian with an anti-rabies vaccine that is currently effective.

A vaccination certificate is valid only for the dog, cat, or ferret and owner to which it was issued. A person must not use a rabies vaccination certificate for a different dog, cat, or ferret than the one for which it was issued.

A vaccinated dog, cat, or ferret shall be revaccinated at intervals not to exceed the effective duration of the vaccination as listed in the Compendium of Animal Rabies Control prepared by the National Association of State Public Health Veterinarians.

- B. Restraint of Dogs. Every owner shall keep his or her dog under restraint at all times. This subdivision does not apply to the following:

1. Disabled persons using guide or service dogs;
2. City agents or employees using dogs in connection with police activities; or
3. Persons using tracking dogs with the City's permission.

- C. Removal of Animal Feces. Any person having custody or control over any dog or cat on any property within the City, other than the property of the dog or cat's owner, must have in his or her immediate possession a device for picking up and disposing of dog or cat feces, and must pick up and dispose of any and all feces in a sanitary manner. This subdivision does not apply to the following:

1. Disabled persons using guide or service dogs;
2. City agents or employees using dogs in connection with police activities; or
3. Persons using tracking dogs with the City's permission.

A violation of this subdivision is a petty misdemeanor.

- D. Female Dogs in Season. Every female dog in season shall be confined within a building or secure enclosure in such a manner that it cannot come into contact with another dog except for intentional breeding conducted within a building. The female dog in season may be taken from the secure area on a secure leash controlled by a person of sufficient age or into a confined outdoor enclosure on the owner's property in order for the dog to urinate and/or defecate.
- E. General Duty of Owners. Every owner or keeper of a dog must exercise reasonable care and take all necessary steps and precautions to protect other people, property, and animals from injuries or damage which might result from the dog's behavior.
- F. Stopping an Attack. Animal Control Authority who witness an attack by an animal upon a person or another animal may take whatever action the Animal Control Authority deem to be appropriate to end the attack and prevent further injury to the victim(s).

#### **5-4-5 SEIZURE AND IMPOUNDMENT OF ANIMALS.**

- A. Impounding Facility. The City Council may maintain a municipal impound facility or may designate as the municipal impound facility a suitable kennel or veterinary hospital either within or outside the city limits of the City. The keeper of the impound facility shall account for and pay over monthly to the City all monies it receives as fees payable to the City.
- B. Impound Facility Reporting. The keeper of the impound facility shall provide a monthly written report providing the following information: the animals impounded; the duration of the impoundment; and the method of disposal of each animal.
- C. Seizure and Impoundment of Animals. The Animal Control Authority may seize and impound any animal running at large in the City or any animal found to be in violation of the provisions of this Chapter or Minnesota Statutes Sections 347.50 through 347.565. Upon the impoundment of an animal, the Animal Control Authority must promptly notify the owner of the impoundment in person, by phone or by mail. If the owner is unknown, the City must post a written notice within twenty-four (24) hours of impoundment of the animal at City Hall and the Inver Grove Heights police department describing the animal and stating where the animal is impounded. Said notice shall remain posted at City Hall and the Inver Grove Heights police department for at least seven (7) days.

An impounded animal displaying a need for medical care may be taken to a veterinarian for emergency treatment. The owner of the animal is responsible for payment of expenses incurred as a result of the veterinarian's treatment.

D. Impoundment After Biting Human. Every doctor or other person who treats a person for an animal bite shall report to the Inver Grove Heights police department the name and address of any person treated for an animal bite inflicted within the City. The owner or keeper of any dog or other animal that bites any person where the bite breaks the person's skin or the bite requires treatment by a doctor, and the person bitten or his or her parent or guardian must report the incident to the Inver Grove Heights police department within twenty-four (24) hours of the bite. The dog or other animal shall immediately be confined for a period of not less than ten (10) days in a veterinary hospital or on the owner's premises, as directed by the Animal Control Authority. The Animal Control Authority may refuse to permit confinement on the owner's premises if the animal has previously been found repeatedly running at large or if the animal does not have a currently effective rabies vaccination. If confinement on the owner's premises is permitted, the animal may not be allowed off the premises or in contact with other people or animals during the confinement period, except for medical purposes. If the owner fails to comply with these restrictions, the Animal Control Authority may enter onto the property, seize the animal, and remove it to a veterinary hospital. The owner is responsible for all costs of confinement incurred under this subdivision. If, after completion of the ten (10) day impound period, the animal does not have rabies, it may be released to its owner unless release is otherwise prohibited by another section of this Chapter. As a condition of releasing a confined animal, the Animal Control Authority may require that the animal's owner take the animal for an examination by a veterinarian.

E. Impoundment and Destruction of Rabid Animals.

1. A dog or animal displaying symptoms of being rabid may be seized at any place or time and confined in the City impounding facility at the owner's expense, until found to be free from rabies.
2. If a dog or other animal appears to be diseased, vicious, dangerous, rabid or has been exposed to rabies, and the dog or other animal cannot be impounded without serious risk of personal injury, the dog or other animal may be destroyed, if reasonably necessary for the safety of a person or persons.

F. Redeeming Impounded Animals. The animal impound facility may not release an animal until it has received authorization to do so from Animal Control Authority and upon fulfillment of the following conditions:

1. dogs, cats and ferrets are properly inoculated for rabies;
2. payment by the owner to the impounding facility of the costs of keeping the animal in the pound;
3. payment of an impounding fee to the City in the amount listed in the City Fee Schedule;

4. providing proof of ownership of the animal; and
5. in the case of a dog that resides in the City, proof of a valid license for the dog.

An animal impounded pursuant to Minnesota Statutes Chapter 343 may be redeemed pursuant to the provisions of Minnesota Statutes Section 343.235.

A potentially dangerous dog or dangerous dog impounded pursuant to any provision in Minnesota Statutes Sections 347.50 through 347.565 may be redeemed pursuant to Minnesota Statutes Sections 347.50 through 347.565 and upon fulfillment of the requirements of Section 6 of this Chapter.

- G. Disposition of Impounded Animals at the Owner's Request. If the owner of an impounded animal chooses to have the animal disposed of, the owner shall make such a request in writing to Animal Control Authority. Such a request must be accompanied by proof of ownership of the animal, as well as payment of the costs of the disposition.
- H. Disposition of Unclaimed Animals. If an impounded animal is not reclaimed within seven (7) regular business days after the required notice is given to the owner or posted pursuant to this Chapter, the animal shall be deemed to have been abandoned, and the impounding facility may sell or give the animal to any adult person, except research institutions. If an abandoned animal is not sold, it may be destroyed in a humane manner. A regular business day for purposes of this Section means a day during which the impounding facility having custody of the animal is open to the public at least four consecutive hours between 8:00 a.m. and 7:00 p.m.
- I. Costs of Impoundment. The owner of the animal is responsible for the costs of the impoundment and housing of an impounded animal.

#### **5-4-6 DANGEROUS AND POTENTIALLY DANGEROUS DOGS.**

- A. Duties of Owner of Potentially Dangerous and Dangerous Dogs. A person who owns or keeps a dangerous dog must comply with the requirements of Minnesota Statutes Sections 347.50 through 347.565 as may be amended from time to time, and which are adopted and incorporated herein by reference.
- B. Designation of a Dog as Dangerous or Potentially Dangerous. The Animal Control Authority may determine that a dog is a potentially dangerous dog or a dangerous dog.
- C. Appeal of Designation. Upon determination by the Animal Control Authority that a dog is potentially dangerous dog or dangerous dog, the City shall provide notice

of this determination and information regarding the right to a hearing concerning the potentially dangerous dog or dangerous dog declaration to the owner of the dog pursuant to Minnesota Statute Section 347.541, subd. 3. The notice must include all of the information required by Minnesota Statute Section 347.541, subd. 3.

The notice declaring the dog potentially dangerous or dangerous shall be delivered or mailed to the owner of the dog, or served by posting a copy of it at the place where the dog is kept, or by delivering it to a person residing on the property, and telephoning, if possible.

1. Hearing.

- a. Right to Hearing. The owner of any dog declared a potentially dangerous dog or dangerous dog has the right to a hearing by an impartial hearing officer who may be either an impartial employee of the City or an impartial person retained by the City to conduct the hearing.
- b. Appeal of Potentially Dangerous Dog or Dangerous Dog Designation. The owner of a dog designated by the Animal Control Authority as a potentially dangerous dog or dangerous dog must file an appeal of that designation with the City Clerk within fourteen (14) days of receipt of the Notice of Declaration of Potentially Dangerous Dog or Dangerous Dog.
- c. Hearing Scheduling and Conduct. If the owner properly files an appeal of the potentially dangerous dog or dangerous dog designation, the City must hold a hearing within fourteen (14) days after the owner's request to determine the validity of the potentially dangerous dog or dangerous dog declaration is made to the City.

At the hearing, the owner of the dog shall have an opportunity to present evidence and testimony to support the appeal of the potentially dangerous or dangerous dog declaration. The hearing may receive evidence from the Animal Control Authority regarding the initial potentially dangerous or dangerous dog declaration.

- d. Decision. Upon receiving the evidence and testimony, the hearing officer shall uphold or rescind the potentially dangerous or dangerous dog declaration. In the event that the hearing officer upholds the potentially dangerous or dangerous dog declaration, the owner shall be responsible for paying actual expenses of the hearing up to a maximum of \$1,000. The Hearing Officer shall issue a decision on the matter within ten (10) days after the hearing. The decision must be delivered to the owner by hand delivery or registered mail as soon as practical and a copy must be provided to the Animal Control Authority.

D. Registration of Potentially Dangerous Dogs and Dangerous Dogs. No person may keep a potentially dangerous dog or dangerous dog within the City unless the dog is currently registered as provided in this Section. Registration must be completed within fourteen (14) days from the owner's receipt of Notice of Declaration of Potentially Dangerous Dog or Notice of Declaration of Dangerous Dog unless a timely appeal has been filed. The Animal Control Authority shall issue a certificate of registration to the owner of a dangerous dog if the owner presents sufficient evidence of the following, which are required by Minnesota Statutes, Sections 347.50 through 347.565:

1. Fee. Payment has been made for the annual potentially dangerous dog or dangerous dog registration fee set forth in the City Fee Schedule. This payment is in addition to any dog license fee.
2. Proper Enclosure. The owner of a potentially dangerous dog or dangerous dog must keep the dog in a proper enclosure that has been inspected and approved by the City.
3. Tag. A potentially dangerous dog or dangerous dog must have a standardized, easily identifiable tag identifying the dog as a potentially dangerous dog or dangerous dog that shall be affixed to the dog's collar at all times.
4. Surety Bond or Insurance Policy. The owner of a potentially dangerous dog or dangerous dog must provide a surety bond in a form acceptable to the Animal Control Authority, issued by a surety company authorized to conduct business in Minnesota in the amount of at least \$300,000, payable to any person injured by the dangerous dog or a policy of liability insurance company authorized to do business in Minnesota in the amount of at least \$300,000, insuring the owner for any personal injuries inflicted by the potentially dangerous dog or dangerous dog.
5. Microchip. Proof of implantation of the microchip identification in compliance with state law.
6. Posting of Warning Symbol. The owner of a potentially dangerous dog or dangerous dog must post a warning symbol or multiple warning symbols, to be determined by the animal control authority, provided to the owner by the Animal Control Authority at the owner's cost, on the owner's property.

E. Potentially Dangerous and Dangerous Dog Designation Review. Review of a potentially dangerous dog or dangerous dog designation may be requested annually beginning six (6) months after the dog is declared to be a potentially dangerous dog or dangerous dog. The owner must present evidence to the Animal Control Authority that the dog's behavior has changed due to the dog's age, neutering, environment, completion of obedience training that includes modification of aggressive behavior, or other factors. If the Animal Control

Authority finds sufficient evidence that the dog's behavior has changed, the authority may rescind the potentially dangerous dog or dangerous dog designation.

- F. Notification of Changes. The owner of a dog designated as a potentially dangerous dog or dangerous dog shall notify the Police Chief in writing if the dog has died, is relocated from its current address, or is being given or sold to another person. The notification must be given in writing within thirty (30) days after the change in ownership or location or the dog's death. If requested by the Animal Control Authority, the owner must execute an affidavit under oath setting for the circumstances of the dog's death and disposition of the dog, or the complete name, address, and telephone number of the person to whom the dog has been transferred, whichever the case may be.
- G. Sterilization of Potentially Dangerous Dogs and Dangerous Dogs. The owner of a potentially dangerous dog or dangerous dog must, at the owner's sole expense, sterilize the dog within thirty (30) days of the dog's designation as a potentially dangerous dog or dangerous dog. If the owner does not sterilize the dog, the Animal Control Authority shall seize the dog and have it sterilized at the owner's expense.
- H. Confinement of Potentially Dangerous and Dangerous Dogs. The owner of any potentially dangerous dog or dangerous dog must confine the dog, while on the owner's property, in a proper enclosure. If the dog is outside the property enclosure, the owner must muzzle and restrain the dog by a substantial chain or lease and be under the physical restraint of a responsible person.
- I. Confiscation and Reclamation of Potentially Dangerous and Dangerous Dogs. The Animal Control Authority may summarily seize and impound a potentially dangerous dog or dangerous dog under the following circumstances:
1. The owner fails to validly register the dog under this Section within fourteen (14) days of its designation as a potentially dangerous dog or dangerous dog.
  2. The owner fails to secure the required liability insurance or surety bond under this Section within fourteen (14) days of its designation as a potentially dangerous dog or dangerous dog.
  3. The owner fails to keep the dog in a proper enclosure;
  4. The dog is outside the proper enclosure and not muzzled and under the physical restraint of a responsible person as required by this Section.
  5. The owner fails to sterilize the dog within thirty (30) days of its designation as a potentially dangerous dog or dangerous dog.

6. The owner is convicted of a misdemeanor for violating the provisions of this Section and the person is charged with a subsequent violation relating to the same dog. If the owner is convicted of the offense for which the dog was seized, the criminal court may order destruction of the dog and the owner must pay for the costs of confining and destroying the dog.

The owner may reclaim a potentially dangerous dog or dangerous dog by presenting proof of compliance with state law and this Section to the Animal Control Authority and payment of all costs associated with the confiscation and confinement of the dog, including the impoundment fee set forth in the City Fee Schedule and impoundment costs. If the owner does not reclaim the potentially dangerous or dangerous dog within seven (7) days, the Animal Control Authority may dispose of the dog and the owner is liable to the Animal Control Authority for the costs incurred in confining and disposing of the dog.

J. Dogs Not to be Deemed Dangerous. A dog shall not be deemed to be a potentially dangerous dog or a dangerous dog if the threat, injury, or damage was sustained by a person: (1) who was committing, at the time, a willful trespass or other tort upon the premises occupied by the owner of the dog; (2) who was provoking, tormenting, abusing, or assaulting the dog or who can be shown to have repeatedly, in the past, provoked, tormented, abused, or assaulted the dog; or (3) who was committing or attempting to commit a crime.

K. Destruction of Dog in Certain Circumstances. The Animal Control Authority or its designee may destroy a dog in a proper and humane manner if the dog:

1. Inflicted substantial or great bodily harm on a human on public or private property without provocation;
2. Inflicted multiple bites on a human on public or private property without provocation;
3. Bit multiple human victims on public or private property in the same attack without provocation; or
4. Bit a human on public or private property without provocation in an attack where more than one dog participated in the attack.

The Animal Control Authority must provide the owner of the dog an opportunity for a hearing before an impartial decision maker. The exemptions set forth in Section 6.12 apply to this provision.

**5-4-7 CARE OF ANIMALS.** The care, health, keeping, shelter, and maintenance of all animals shall conform with the statutory provisions of Minnesota Statutes Chapter 343 and 346, which are hereby incorporated by reference and adopted as part of this Chapter; and

**5-4-8 PROHIBITIONS.** A person must not own or keep any animal that creates or constitutes a public nuisance. A public nuisance is defined as:

- A. Owning or keeping animals that by virtue of the size, number, species, facilities for, and location is offensive because of but not limited to odor and noise or is dangerous to the public health, safety, or welfare;
- B. Owning or keeping an animal in the City that unreasonably causes annoyance or disturbance to another person by habitually howling, yelping, barking, or crying. Habitual howling, yelping, barking or crying is defined as howling, yelping, barking, or crying for repeated intervals of at least three (3) minutes with less than one (1) minute of interruption that can be heard at a location other than the animal keeper's property. Any such animal is hereby declared to be a public nuisance. No citation for public nuisance arising out of the above-described behavior may be issued unless the Animal Control Authority has personally observed such behavior and determined that a violation of this provision has occurred.
- C. An animal that has been the subject of a violation of this Chapter more than three times in a twenty-four (24) month period; or
- D. An animal running at large within the City limits.

**5-4-9 COMMERCIAL, COMMERCIAL DAYCARE AND NON-COMMERCIAL KENNELS.**

- A. License Required. No person shall operate or maintain a commercial kennel, commercial daycare kennel or non-commercial kennel within the City without first obtaining a commercial kennel, commercial daycare kennel, or non-commercial kennel license from the City.
- B. Application for Kennel License. An application for a commercial kennel, commercial daycare kennel, or non-commercial kennel license shall be made to the City Clerk on the form proscribed by the City. The applicant must provide all the information required on the form, including but not limited to:
  - 1. The name and address of the owner(s) of the kennel;
  - 2. The address or legal description of the real property where the kennel will be kept;
  - 3. The number of dogs proposed to be kept in the kennel;
  - 4. The location of any residential dwellings within one thousand (1,000) feet of the proposed kennel; and

5. Proof that the proposed kennel complies with the requirements of the City's Zoning Code.

The applicant must pay the fee for a kennel license is set forth in the City Fee Schedule.

- C. Notice to Surrounding Property Owners. Once the City Clerk receives a complete commercial kennel, commercial daycare kennel, or non-commercial kennel license from an applicant, the City Clerk shall provide written notice of and include a copy of said application to residential property owners located within 1,000 feet of the proposed kennel location.
- D. Construction and Location Standards for Kennels. The owner and operator of a commercial, commercial daycare or non-commercial kennel shall operate the kennel in a neat and sanitary manner. Additionally, the area within which the dogs are to sleep, eat, and exercise shall be enclosed completely by a wire mesh fence at least six (6) feet in height of sufficient gauge to ensure the confinement of the dogs. A kennel may not be located within five hundred (500) feet of any residential dwelling other than the owner's dwelling. Kennels must comply with all relevant zoning requirements.
- E. Review of Premises and Issuance of License. No kennel license may be issued until the applicant's property has been inspected and the inspection reveals that adequate safeguards are present to protect the surrounding neighborhood from nuisances and to ensure compliance with this Chapter. The license may include conditions that Animal Control Authority deem reasonably necessary to protect public health and safety and to protect persons on neighboring property from unsanitary conditions, unreasonable noise and odors, and other unreasonable annoyances. A denial of a kennel license application may be appealed to the City Council within ten (10) days of notification of the denial. The City Council shall hold a hearing to determine whether the denial should be upheld. If the City Council reverses the denial, it may impose conditions upon the granting of any commercial, commercial daycare, or non-commercial kennel license.
- F. License Modification. The license may be reasonably modified by Animal Control Authority if necessary to respond to changed circumstances. Any modification shall be effective ten (10) days after the mailing of written notice by certified mail to the license holder. The license holder may challenge the modification by contacting the City Clerk and requesting a hearing within ten (10) days after the receipt of written notice. A hearing regarding the proposed modification shall be held before the City Council.
- G. Operation. Every kennel shall be maintained and operated in a neat and sanitary manner. All refuse, garbage, and animal waste shall be regularly removed so as to keep the surrounding area free from obnoxious odors.

- H. Duration of License. A kennel license shall be issued for a period of two (2) years beginning March 1 and ending February 28. Applications for a renewal permit may not be made prior to sixty (60) days before March 1. A late fee, as set forth in the City Fee Schedule, will be assessed for any late applications. Commencing March 1, 2011, kennel licenses shall be issued in odd numbered years. For those kennels licensed after March 1, 2010 and whose owners are not subject to a penalty for failure to license their kennels, the license fee shall be prorated for the remainder of 2010 through February 28, 2011. Applications for a renewal license may not be made until sixty (60) days before March 1.
- I. Inspections. Animal Control Authority may go onto the premises of licensed kennels at reasonable times to inspect for compliance with this Chapter and other relevant laws and regulations. A violation of this chapter or other regulations not corrected within ten (10) days after notice of the violation is served via certified mail on the owner of the kennel shall be grounds for revocation of the license.
- J. Revocation of License. A license may be revoked by the City Council for a violation of any condition of a kennel license or for any violation this Section following notice and a hearing as provided for in Chapter 3.

#### **5-4-10 HORSES IN PUBLIC PARKS AND ROADWAYS.**

- A. Horses in City Parks. No person shall ride a horse or pony in any City park except in areas duly designated for the riding of such animals. The City Parks Director shall designate and properly post those areas in City Parks where horses and ponies may be ridden.
- B. Horses on Public Roadways. Every person riding a horse or pony or driving any horse or pony drawn vehicle upon a public roadway shall be subject to those provisions of the City Code applicable to the driver of a motor vehicle, except those provisions which by their nature do not apply.
- No person may ride or drive a horse or pony after sunset and before sunrise upon or across a public roadway without lighting or reflective clothing sufficient to enable a person to see the rider or driver and horse or pony from a distance of 100 feet away.
- C. Interference Prohibited. No person shall interfere with any horse or pony being ridden in a lawful manner.

**5-4-11 RIGHT OF ENTRY.** Animal Control Authority are authorized to enter onto any open yard or kennel in which an animal is kept at reasonable times for the purpose of discharging their duties imposed by this Chapter where there is a reasonable belief that a violation of this Chapter has been committed.

Animal Control Authority having reasonable cause to believe that a person has or is violating a provision of this Chapter or the conditions, limitations, restrictions or prohibitions of any permit or license the City issues under this Chapter, may apply to the appropriate authority as prescribed by law for a warrant empowering the Animal Control Authority to enter the dwelling or residence of the owner or keeper of any animal for the purpose of investigating the same and to demand the owner's or keeper's presentation of the animal to the Animal Control Authority.

**5-4-12 ENFORCEMENT OF THE PROVISIONS OF THIS CHAPTER.** The provisions of this Chapter may be enforced by the Animal Control Authority with the assistance of other personnel when appropriate.

**5-4-13 PENALTY.** Unless otherwise designated, a violation of any provision of this Chapter is a misdemeanor.

**Section 2. Effective Date.** This Ordinance shall be effective from and after its passage and the publication of the ordinance according to law.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

Attest

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

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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CONSIDER ATTACHED RESOLUTION AND TABLE SETTING FORTH LICENSE FEES, ADMINISTRATIVE SERVICE FEES AND PERMIT FEES

Meeting Date: April 26, 2010  
Item Type: Regular Agenda  
Contact: Jenelle Teppen, Asst. City Admin  
Prepared by:  
Reviewed by:

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

**PURPOSE/ACTION REQUESTED** Consider approval of the attached resolution and table setting forth animal ordinance related fees and penalties.

**SUMMARY** The City Council is considering the third reading of the proposed animal ordinance, which provides for biennial dog license fees and related penalties; potentially dangerous and dangerous dog registration fees; biennial kennel license fees; animal redemption fees; license transfer fees; and dog identification tag fees dog license fees. Accordingly, if the City Council approves the animal ordinance, it should adopt the attached resolution setting animal ordinance related fees.

Attached is a resolution setting license, administrative and permit fees for 2010.

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

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

**RESOLUTION ESTABLISHING DOG LICENSE, ADMINISTRATIVE SERVICES AND PERMIT  
FEES**

**WHEREAS**, the Inver Grove Heights City Council has adopted a new animal ordinance and recognizes the need to update the existing 2010 Fee Schedule to reflect the new provisions of the animal ordinance, and

**WHEREAS**, any changes to these Fee Schedule shall be set by resolution by the City Council of the City of Inver Grove Heights City Code;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Inver Grove Heights, Minnesota, approves the attached amendments to the 2010 Fee Schedule.

Adopted by the City Council of Inver Grove Heights this 26th day of April, 2010.

Ayes:

Nays:

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

ATTEST:

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

Dogs	<del>5-4-2-1</del> <u>5-4-3-A-2</u>	<del>May 1</del> <u>2 year license</u> <u>April 30</u>	<del>\$10- \$20</del> male/female <del>\$6- \$12</del> spayed/neutered
<u>Penalty Fee</u>			<u>½ license fee</u>
Non-Commercial Kennels	<del>5-4-2-10</del> <u>5-4-9-A</u>	<del>March 31</del> <u>2 year license</u> <u>February 28</u>	<del>\$50.00</del> \$100.00
<u>Penalty Fee</u>			<u>½ license fee</u>
Commercial Kennels <u>and</u> <u>Commercial Daycare</u> <u>Kennels</u>	<u>5-4-9-A</u>	<del>March 31</del> <u>2 year license</u> <u>February 28</u>	<del>\$250.00</del> \$500.00
<u>Penalty Fee</u>			<u>½ license fee</u>
Pound Redemption Fees		\$35.00	
<u>Potentially Dangerous/Dangerous Dog</u> <u>Registration</u>		\$500.00/ <u>year (May 1 – April 30)</u>	
<u>Duplicate Dog Identification Tag</u>		<u>\$1.00</u>	
<u>Dog License Transfer Fee</u>			
<u>Transfer Ownership</u>		<u>½ Cost of New License</u>	
<u>Transfer from City to Inver Grove Heights</u>		<u>½ Cost of New License</u>	

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Acceptance of Bids and Award of Contract for 2010 Pavement Management Program, City Project No. 2010-09D – South Grove Urban Street Reconstruction Area 5**

Meeting Date: April 26, 2010  
 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

*SJG*

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

**PURPOSE/ACTION REQUESTED**

Consider resolution awarding contract for 2010 Pavement Management Program, City Project No. 2010-09D – South Grove Urban Street Reconstruction Area 5.

**SUMMARY**

Bids were opened at 10:00 a.m. on April 20, 2010 for the subject project. Ten contractors submitted bids.

The low base bid of \$3,031,375.00 was submitted by Ryan Contracting Co. Public Works staff reviewed the bid alternates and recommend the following bid alternates be awarded. Bid alternates No. 1 (Dehrer Court construction) and No. 2 (water main on Conroy Trail), are recommended. Alternate Bid No. 3 (water main loop from upper to lower Oaks) is not recommended by the Engineering Department after review by the utility and engineering divisions. Alternate Bid No. 4 (drainage pipe, west of Craig Court via directional drilling) is not recommended because the base bid price for installing this drainage pipe by open cut is more cost effective (\$60 per foot to drill versus \$25 per LF to trench). Ryan Contracting Co. was the low bidder of the combination of the base bid plus alternates No. 1 and No. 2 for a total bid of \$3,149,199.00. The combined low bid is 12 percent less than the engineer’s construction cost estimate of \$3,800,000.00.

I recommend that the City Council adopt the resolution accepting the bids and awarding the contract (base bid plus alternates No. 1 and No. 2) for City Project No. 2010-09D – South Grove Urban Street Reconstruction Area 5 to Ryan Contracting Co. for a total bid amount of \$3,149,199.00.

TJK/rs

Attachments: Resolution  
 April 21, 2010 letter from Kimley-Horn & Associates, Inc.  
 Bid tab for 3 lowest bidders

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

**RESOLUTION ACCEPTING BIDS AND AWARDING CONTRACT FOR 2010 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2010-09D – SOUTH GROVE URBAN STREET RECONSTRUCTION AREA 5 TO RYAN CONTRACTING CO. IN THE AMOUNT OF \$3,149,199.00**

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

**WHEREAS**, pursuant to an advertisement for bids for the 2010 Pavement Management Program, City Project 2010-09D – South Grove Urban Street Reconstruction Area 5, bids were received, opened, read aloud, and tabulated according to law. The following bids were received complying with the advertisement, acknowledgement of receipt of addendum, and submitted a bid bond.

<b>Company</b>	<b>Base Bid</b>	<b>Alternate 1</b>	<b>Alternate 2</b>	<b>Alternate 3</b>	<b>Alternate 4</b>	<b>Total Bid</b>
Ryan Contracting Co.	\$3,031,375.00	\$19,149.00	\$98,675.00	\$17,821.00	\$5,160.00	\$3,172,180.00
Valley Paving	\$3,097,463.70	\$19,360.75	\$96,141.98	\$29,080.75	\$7,482.00	\$3,249,529.18
Redstone Construction	\$3,174,784.47	\$16,997.90	\$88,415.96	\$18,137.55	\$5,191.82	\$3,303,527.50
Max Steining Inc.	\$3,261,213.75	\$16,816.80	\$91,774.58	\$18,857.49	\$5,397.36	\$3,394,059.98
Ace Blacktop	\$3,334,671.95	\$18,337.05	\$82,838.00	\$17,395.00	\$6,364.00	\$3,459,606.00
Northwest Asphalt Inc.	\$3,336,637.02	\$22,123.15	\$101,308.40	\$17,022.80	\$4,902.00	\$3,481,993.37
Northdale Construction	\$3,416,032.38	\$17,730.64	\$91,854.02	\$30,604.02	\$9,346.48	\$3,565,567.54
LeTour Construction	\$3,574,273.70	\$22,463.50	\$82,958.00	\$17,395.00	\$6,364.00	\$3,703,454.20
Bituminous Roadways	\$3,746,224.25	\$20,690.00	\$82,028.55	\$18,273.75	\$6,686.50	\$3,873,903.05
Danner, Inc	\$3,883,003.72	\$16,882.50	\$84,267.00	\$23,373.00	\$5,022.40	\$4,012,548.62

**WHEREAS**, Ryan Contracting Co. is the lowest responsible bidder for the base bid plus alternates no. 1 and no. 2 for a total contract amount of \$3,149,199.00.

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with Ryan Contracting Co. in the name of the City of Inver Grove Heights, for the 2010 Pavement Management Program, City Project 2010-09D, South Grove Urban Street Reconstruction Area 5, according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposit of the successful bidder and the next lowest bidder shall be retained until the contract has been signed.
3. 2010 Pavement Management Program, City Project No. 2010-09D – South Grove Urban Street Reconstruction Area 5 shall be funded through special assessments to the benefiting properties, Municipal State Aid funds, the Water Fund, the Sewer Fund, and the Pavement Management Fund

Adopted by the City Council of Inver Grove Heights this 26<sup>th</sup> day of April 2010.

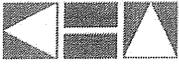
AYES:

NAYS:

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

ATTEST:

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



Kimley-Horn  
and Associates, Inc.

April 22, 2010

■  
Suite 345N  
2550 University Avenue West  
St. Paul, Minnesota  
55114

Mr. Tom Kaldunski, P.E.  
City Engineer  
City of Inver Grove Heights  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

Re: Summary of Bids  
South Grove Street Reconstruction Area 5  
City Project 2010-09D

Dear Mr. Kaldunski:

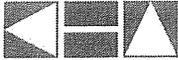
At 10:00 a.m. on Tuesday, April 20<sup>th</sup>, 2010 bids were received and opened for the above-referenced project. Bids were received from ten (10) contractors with the base bid as follows:

<u>Contractor</u>	<u>Base Bid</u>
Ryan Contracting Co.	\$ 3,031,375.00
Valley Paving, Inc.	\$ 3,097,463.70
Redstone Construction	\$ 3,174,784.47
Max Steininger, Inc.	\$ 3,261,213.75
Ace Blacktop, Inc.	\$ 3,334,671.95
Northwest Asphalt	\$ 3,340,597.02
Northdale Construction Co., Inc.	\$ 3,416,032.38
LaTour Construction	\$ 3,574,273.70
Engineer's Estimate	\$ 3,695,809.50
Bituminous Roadways	\$ 3,746,224.25
Danner, Inc.	\$ 3,883,003.72

All bids were submitted with proper guarantees in the amount of five percent (5%) of the total bid as required by the Project Manual. All bids acknowledged the one (1) addendum that was issued for the project.

Ryan Contracting Co. is the low bidder with a base bid of \$3,031,375.00. A copy of the bid tabulation for the project is enclosed for your information. There were several minor errors found in the bids which did not affect the bidding order. All bid amounts shown on this letter and the attached bid tabulation are the corrected bid amounts.

■  
TEL 651 645 4197  
FAX 651 645 5116



The plans and specifications also contained the four bid alternates listed below.

- Bid Alternate 1 – Dehrer Court
- Bid Alternate 2 – Oaks/Conroy Trail Water Main Improvements
- Bid Alternate 3 – Oaks/Craig Way Water Main Loop
- Bid Alternate 4 – 7479 Craig Ave Drainage Improvement

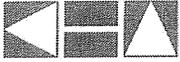
Contractors were made aware that the project would either be awarded on the base bid amount or the base bid plus any combination of the bid alternates.

Per conversations with City staff, the preferred option is to award the base bid plus bid alternates 1 and 2. The bid amounts for this combined bid (base bid plus bid alternates 1 and 2) are as follows:

<u>Contractor</u>	<u>Base Bid</u>
Ryan Contracting Co.	\$ 3,149,199.00
Valley Paving, Inc.	\$ 3,212,966.43
Redstone Construction	\$ 3,280,178.33
Max Steininger, Inc.	\$ 3,369,805.13
Ace Blacktop, Inc.	\$ 3,435,847.00
Northwest Asphalt	\$ 3,464,028.57
Northdale Construction Co., Inc.	\$ 3,525,617.04
LaTour Construction	\$ 3,679,695.20
Engineer's Estimate	\$ 3,803,044.50
Bituminous Roadways	\$ 3,848,942.80
Danner, Inc.	\$ 3,984,153.22

Ryan Contracting Co. was the low bidder considering the combined bid, with a combined bid amount of \$3,149,199.00. This combined low bid is \$653,845.50 or 17% less than the Engineer's Estimate of \$3,803,044.50.

With the understanding that the City staff recommendation is for the Council to award the project to the low bidder of the base bid plus bid alternates 1 and 2, and our review and tabulation of the bids received for this project, Ryan Contracting Co. is the responsible low bidder for the project.



Kimley-Horn  
and Associates, Inc.

Mr. Tom Kaldunski, P.E.  
April 22, 2010  
Page 3 of 3

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Eric Fosmo". The signature is fluid and cursive, with a long horizontal stroke at the end.

Eric Fosmo, EIT  
Project Engineer

Enclosure: Bid Tabulation

cc: Steve Dodge/City of Inver Grove Heights  
File 1605090013.3/2.1

**BID TABULATIONS**

Contract: CITY PROJECT # 2010-09D  
 Owner: CITY OF INVER GROVE HEIGHTS  
 Project: SOUTH GROVE STREET RECONSTRUCTION AREA 5  
 KHA Job No: KHA 160909013



Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Engineer's Estimate		Ryan Contracting		Valley Paving		Redstone Construction	
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	2021.501	MOBILIZATION	LUMP SUM	1	\$ 180,000.00	\$ 180,000.00	\$ 30,000.00	\$ 30,000.00	\$ 115,000.00	\$ 115,000.00	\$ 172,000.00	\$ 172,000.00
2	2031.501	FIELD OFFICE	EACH	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 6,500.00	\$ 6,500.00	\$ 10,000.00	\$ 10,000.00
3	2101.502	CLEARING	TREE	49	\$ 350.00	\$ 17,150.00	\$ 180.00	\$ 8,820.00	\$ 115.50	\$ 5,659.50	\$ 112.80	\$ 5,527.20
4	2101.507	GUBBING	TREE	49	\$ 350.00	\$ 17,150.00	\$ 42.00	\$ 2,058.00	\$ 77.00	\$ 3,773.00	\$ 75.20	\$ 3,697.80
5	2104.501	REMOVE EXISTING CURB AND GUTTER	LIN FT	20,000	\$ 2.00	\$ 40,000.00	\$ 2.00	\$ 40,000.00	\$ 1.70	\$ 34,000.00	\$ 1.30	\$ 26,000.00
6	2104.501	REMOVE FENCE	LIN FT	600	\$ 3.00	\$ 1,800.00	\$ 2.00	\$ 1,200.00	\$ 3.10	\$ 1,860.00	\$ 3.00	\$ 1,800.00
7	2104.503	REMOVE CONCRETE WALK	SQ FT	14,500	\$ 1.00	\$ 14,500.00	\$ 1.00	\$ 14,500.00	\$ 0.72	\$ 10,440.00	\$ 0.44	\$ 6,380.00
8	2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	2,250	\$ 3.00	\$ 6,750.00	\$ 2.00	\$ 4,500.00	\$ 4.15	\$ 9,337.50	\$ 2.47	\$ 5,557.50
9	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	1,200	\$ 6.00	\$ 7,200.00	\$ 10.00	\$ 12,000.00	\$ 7.20	\$ 8,640.00	\$ 7.97	\$ 9,584.00
10	2104.509	REMOVE SIGN TYPE C	EACH	31	\$ 50.00	\$ 1,550.00	\$ 20.00	\$ 620.00	\$ 20.50	\$ 635.50	\$ 25.00	\$ 775.00
11	2105.501	COMMON EXCAVATION (F)	CU YD	33,244	\$ 8.00	\$ 265,952.00	\$ 6.00	\$ 199,464.00	\$ 7.00	\$ 232,708.00	\$ 10.70	\$ 355,710.80
12	2105.503	ROCK EXCAVATION (EV)	CU YD	750	\$ 30.00	\$ 22,500.00	\$ 20.00	\$ 15,000.00	\$ 2.00	\$ 1,500.00	\$ 0.01	\$ 7.50
13	2105.507	SUBGRADE EXCAVATION (EV)	CU YD	6,000	\$ 8.00	\$ 48,000.00	\$ 6.00	\$ 36,000.00	\$ 8.70	\$ 52,200.00	\$ 4.51	\$ 27,060.00
14	2105.522	SELECT GRANULAR BORROW (CV)	CU YD	23,850	\$ 8.00	\$ 190,800.00	\$ 9.00	\$ 214,650.00	\$ 8.75	\$ 208,687.50	\$ 1.00	\$ 23,850.00
15	2105.526	SELECT TOPSOIL BORROW (LV)	CU YD	3,475	\$ 15.00	\$ 52,125.00	\$ 15.00	\$ 52,125.00	\$ 16.80	\$ 58,380.00	\$ 12.47	\$ 43,333.25
16	2105.604	GEOTEXTILE FABRIC TYPE V	SQ YD	5,600	\$ 1.50	\$ 8,400.00	\$ 1.00	\$ 5,600.00	\$ 0.95	\$ 5,320.00	\$ 1.21	\$ 6,776.00
17	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	120	\$ 125.00	\$ 15,000.00	\$ 60.00	\$ 7,200.00	\$ 105.00	\$ 12,600.00	\$ 115.00	\$ 13,800.00
18	2211.501	AGGREGATE BASE, CLASS 5	TON	11,950	\$ 10.00	\$ 119,500.00	\$ 8.00	\$ 95,600.00	\$ 10.10	\$ 120,895.00	\$ 5.40	\$ 64,530.00
19	2211.501	AGGREGATE BASE, CLASS 5 (100% CRUSHED LIMESTONE)	TON	2,000	\$ 14.00	\$ 28,000.00	\$ 13.00	\$ 26,000.00	\$ 18.35	\$ 36,700.00	\$ 13.38	\$ 26,760.00
20	2232.604	MILL BITUMINOUS SURFACE (F)	SQ YD	6,475	\$ 2.50	\$ 16,187.50	\$ 1.00	\$ 6,475.00	\$ 1.00	\$ 6,475.00	\$ 0.75	\$ 4,856.25
21	2232.604	MILL BITUMINOUS SURFACE (F) - SPECIAL	SQ YD	260	\$ 10.00	\$ 2,600.00	\$ 5.00	\$ 1,300.00	\$ 5.00	\$ 1,300.00	\$ 5.00	\$ 1,300.00
22	2331.604	BITUMINOUS PAVEMENT RECLAMATION	SQ YD	45,800	\$ 2.50	\$ 114,500.00	\$ 2.00	\$ 91,600.00	\$ 0.57	\$ 26,106.00	\$ 3.64	\$ 166,712.00
23	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	2,125	\$ 3.00	\$ 6,375.00	\$ 3.00	\$ 6,375.00	\$ 2.70	\$ 5,737.50	\$ 3.00	\$ 6,375.00
24	2360.501	TYPE SP 9.5 WEARING COURSE MIX (3B)	TON	4,870	\$ 60.00	\$ 292,200.00	\$ 51.00	\$ 248,370.00	\$ 46.17	\$ 224,847.90	\$ 51.00	\$ 248,370.00
25	2360.502	TYPE SP 12.5 NON-WEARING COURSE MIX (3B)	TON	4,795	\$ 60.00	\$ 287,700.00	\$ 49.00	\$ 234,955.00	\$ 50.00	\$ 239,750.00	\$ 49.00	\$ 234,955.00
26	2360.604	2.5" BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	2,290	\$ 15.00	\$ 34,350.00	\$ 23.00	\$ 52,670.00	\$ 15.20	\$ 34,806.00	\$ 13.50	\$ 30,915.00

27	2411.607	HIGH EARLY STRENGTH CONCRETE	CU YD	50	\$ 100.00	\$ 5,000.00	\$ 40.00	\$ 2,000.00	\$ 10.25	\$ 512.50	\$ 10.00	\$ 500.00
28	2521.501	4" CONCRETE WALK	SQ FT	18,300	\$ 3.50	\$ 64,050.00	\$ 2.30	\$ 42,090.00	\$ 2.20	\$ 40,260.00	\$ 2.15	\$ 39,345.00
29	2521.604	BITUMINOUS TRAIL REPLACEMENT	SQ YD	1,250	\$ 20.00	\$ 25,000.00	\$ 15.00	\$ 18,750.00	\$ 15.20	\$ 19,000.00	\$ 10.00	\$ 12,500.00
30	2521.618	CONCRETE STEPS	SQ FT	100	\$ 40.00	\$ 4,000.00	\$ 20.00	\$ 2,000.00	\$ 28.65	\$ 2,865.00	\$ 28.00	\$ 2,800.00
31	2531.501	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	20,040	\$ 10.00	\$ 200,400.00	\$ 9.00	\$ 180,360.00	\$ 8.77	\$ 175,750.80	\$ 8.58	\$ 171,943.20
32	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	1,235	\$ 35.00	\$ 43,225.00	\$ 32.00	\$ 39,520.00	\$ 31.70	\$ 39,149.50	\$ 31.00	\$ 38,285.00
33	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	35	\$ 45.00	\$ 1,575.00	\$ 50.00	\$ 1,750.00	\$ 36.80	\$ 1,288.00	\$ 36.00	\$ 1,260.00
34	2531.602	PEDESTRIAN CURB RAMP	EACH	11	\$ 500.00	\$ 5,500.00	\$ 500.00	\$ 5,500.00	\$ 430.00	\$ 4,730.00	\$ 420.00	\$ 4,620.00
35	2531.603	CONCRETE CURB AND GUTTER DESIGN B618 (HAND POUR)	LIN FT	500	\$ 20.00	\$ 10,000.00	\$ 18.00	\$ 9,000.00	\$ 12.80	\$ 6,400.00	\$ 12.50	\$ 6,250.00
36	2531.603	CONCRETE VALLEY GUTTER	LIN FT	600	\$ 18.00	\$ 10,800.00	\$ 15.00	\$ 9,000.00	\$ 16.90	\$ 10,140.00	\$ 16.50	\$ 9,900.00
37	2531.618	CONCRETE WING APRON	SQ FT	1,475	\$ 5.00	\$ 7,375.00	\$ 5.00	\$ 7,375.00	\$ 5.62	\$ 8,289.50	\$ 5.50	\$ 8,112.50
38	2540.801	MAILBOX MAINTENANCE	LUMP SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
39	2557.603	WOODEN FENCE	LIN FT	133	\$ 20.00	\$ 2,660.00	\$ 20.00	\$ 2,660.00	\$ 48.00	\$ 6,384.00	\$ 46.80	\$ 6,224.40
40	2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,100.00	\$ 4,100.00	\$ 4,200.00	\$ 4,200.00
41	2563.602	TYPE III BARRICADE (PERMANENT)	EACH	2	\$ 100.00	\$ 200.00	\$ 250.00	\$ 500.00	\$ 255.00	\$ 510.00	\$ 350.00	\$ 700.00
42	2564.531	SIGN PANELS TYPE C	SQ FT	154	\$ 25.00	\$ 3,850.00	\$ 28.50	\$ 4,389.00	\$ 29.15	\$ 4,489.10	\$ 31.50	\$ 4,851.00
43	2564.602	SALVAGE AND RE-INSTALL SIGN	EACH	14	\$ 100.00	\$ 1,400.00	\$ 120.00	\$ 1,680.00	\$ 123.00	\$ 1,722.00	\$ 70.00	\$ 980.00
44	2564.618	CONSTRUCTION SIGN - SPECIAL	SQ FT	100	\$ 10.00	\$ 1,000.00	\$ 10.00	\$ 1,000.00	\$ 10.25	\$ 1,025.00	\$ 18.00	\$ 1,800.00
45	2572.501	TEMPORARY FENCE	LIN FT	700	\$ 2.00	\$ 1,400.00	\$ 2.00	\$ 1,400.00	\$ 1.50	\$ 1,050.00	\$ 2.00	\$ 1,400.00
46	2572.505	PRUNE TREES	HOUR	6	\$ 200.00	\$ 1,200.00	\$ 65.00	\$ 390.00	\$ 151.00	\$ 906.00	\$ 148.00	\$ 888.00
47	2573.502	SILT FENCE, TYPE MACHINE SLICED	LIN FT	500	\$ 2.50	\$ 1,250.00	\$ 0.50	\$ 250.00	\$ 2.05	\$ 1,025.00	\$ 1.70	\$ 850.00
48	2573.530	STORM DRAIN INLET PROTECTION	EACH	116	\$ 350.00	\$ 40,600.00	\$ 100.00	\$ 11,600.00	\$ 81.00	\$ 9,396.00	\$ 100.00	\$ 11,600.00
49	2573.540	FILTER LOG, TYPE COMPOST	LIN FT	500	\$ 2.00	\$ 1,000.00	\$ 3.00	\$ 1,500.00	\$ 3.30	\$ 1,650.00	\$ 2.50	\$ 1,250.00
50	2573.550	EROSION CONTROL SUPERVISOR	LUMP SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
51	2573.602	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EACH	22	\$ 1,250.00	\$ 27,500.00	\$ 400.00	\$ 8,800.00	\$ 500.00	\$ 11,000.00	\$ 750.00	\$ 16,500.00
52	2575.502	SEED, MIXTURE 350	POUND	100	\$ 1.00	\$ 100.00	\$ 11.00	\$ 1,100.00	\$ 3.10	\$ 310.00	\$ 2.80	\$ 280.00
53	2575.505	SODDING, TYPE LAWN	SQ YD	17,800	\$ 4.00	\$ 71,200.00	\$ 2.60	\$ 46,280.00	\$ 2.30	\$ 40,940.00	\$ 2.36	\$ 42,008.00
54	2575.525	EROSION STABILIZATION MAT	SQ YD	20	\$ 9.00	\$ 180.00	\$ 11.00	\$ 220.00	\$ 11.25	\$ 225.00	\$ 5.00	\$ 100.00
55	2575.560	HYDRAULIC SOIL STABILIZER, TYPE SPECIAL	POUND	1,000	\$ 5.00	\$ 5,000.00	\$ 1.25	\$ 1,250.00	\$ 1.30	\$ 1,300.00	\$ 1.40	\$ 1,400.00
56	2575.570	RAPID STABILIZATION, METHOD 2	ACRE	4	\$ 1,000.00	\$ 4,000.00	\$ 700.00	\$ 2,800.00	\$ 715.00	\$ 2,860.00	\$ 900.00	\$ 3,600.00
57	2575.601	RESTORATION OF STAGING AREAS	LUMP SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,050.00	\$ 2,050.00	\$ 1,250.00	\$ 1,250.00
58	2575.604	TERRASEEDING	SQ YD	3,500	\$ 2.00	\$ 7,000.00	\$ 2.00	\$ 7,000.00	\$ 1.95	\$ 6,825.00	\$ 1.85	\$ 6,475.00

Item No.	MINDOT No.	Item Description	Unit	Contract Quantity	Engineer's Estimate			Ryan Contracting			Valley Paving			Redstone Construction		
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
59	2575.604	SOD REMOVAL AND PREPARATION - SPOT REPLACEMENT	SQ YD	3,500	\$ 5.00	\$ 17,500.00	\$ 5.00	\$ 17,500.00	\$ 4.10	\$ 14,350.00	\$ 3.00	\$ 10,500.00				
60	2575.604	SODDING, TYPE LAWN - SPOT REPLACEMENT	SQ YD	3,500	\$ 5.00	\$ 17,500.00	\$ 5.00	\$ 17,500.00	\$ 4.10	\$ 14,350.00	\$ 2.96	\$ 8,280.00				
61	2582.503	CROSSWALK MARKING-PAINT	SQ FT	320	\$ 2.00	\$ 640.00	\$ 2.00	\$ 640.00	\$ 50.00	\$ 16,000.00	\$ 1.50	\$ 480.00				
Schedule A Subtotal:						\$ 2,407,394.50		\$ 1,876,886.00		\$ 1,920,012.80		\$ 1,923,211.40				
Schedule B																
Description: STORM SEWER IMPROVEMENTS																
Item No.	MINDOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	5,775	\$ 8.00	\$ 46,200.00	\$ 5.00	\$ 28,875.00	\$ 5.90	\$ 34,072.50	\$ 7.05	\$ 40,713.75				
2	2104.509	REMOVE CASTING AND RINGS	EACH	25	\$ 200.00	\$ 5,000.00	\$ 100.00	\$ 2,500.00	\$ 84.00	\$ 2,100.00	\$ 120.90	\$ 3,022.50				
3	2104.509	REMOVE MANHOLE OR CATCHBASIN	EACH	64	\$ 500.00	\$ 32,000.00	\$ 200.00	\$ 12,800.00	\$ 250.00	\$ 16,000.00	\$ 247.20	\$ 15,820.80				
4	2104.525	ABANDON DRAINAGE STRUCTURE SPECIAL	EACH	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,483.00	\$ 1,483.00	\$ 1,483.00	\$ 2,087.00	\$ 2,087.00				
5	2104.603	ABANDON PIPE SEWER (STORM)	LIN FT	50	\$ 10.00	\$ 500.00	\$ 5.00	\$ 250.00	\$ 51.15	\$ 2,557.50	\$ 15.00	\$ 750.00				
6	2502.541	4" PERF PVC PIPE DRAIN	LIN FT	780	\$ 10.00	\$ 7,800.00	\$ 5.00	\$ 3,900.00	\$ 10.75	\$ 8,385.00	\$ 9.90	\$ 7,722.00				
7	2503.541	15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	1,558	\$ 25.00	\$ 38,950.00	\$ 27.00	\$ 42,066.00	\$ 25.55	\$ 39,806.90	\$ 26.20	\$ 40,819.60				
8	2503.541	18" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	1,844	\$ 28.00	\$ 51,632.00	\$ 29.00	\$ 53,476.00	\$ 26.60	\$ 49,050.40	\$ 26.60	\$ 49,050.40				
9	2503.541	21" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	619	\$ 30.00	\$ 18,570.00	\$ 31.00	\$ 19,188.00	\$ 28.60	\$ 17,703.40	\$ 29.00	\$ 17,951.00				
10	2503.541	24" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	289	\$ 35.00	\$ 10,115.00	\$ 33.00	\$ 9,537.00	\$ 30.70	\$ 8,872.30	\$ 31.50	\$ 9,103.50				
11	2503.541	30" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	64	\$ 50.00	\$ 3,200.00	\$ 55.00	\$ 3,520.00	\$ 44.00	\$ 2,816.00	\$ 46.30	\$ 2,963.20				
12	2503.541	36" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	2,257	\$ 60.00	\$ 135,420.00	\$ 63.00	\$ 142,191.00	\$ 56.25	\$ 126,956.25	\$ 60.59	\$ 136,751.63				
13	2503.541	42" RC PIPE SEWER DESIGN 3006 CLASS IV	LIN FT	223	\$ 85.00	\$ 18,955.00	\$ 95.00	\$ 21,165.00	\$ 83.90	\$ 18,709.70	\$ 92.50	\$ 20,649.80				
14	2503.541	48" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	133	\$ 100.00	\$ 13,300.00	\$ 115.00	\$ 15,295.00	\$ 98.20	\$ 13,060.60	\$ 109.10	\$ 14,510.30				
15	2503.541	60" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	600	\$ 125.00	\$ 75,000.00	\$ 140.00	\$ 84,000.00	\$ 138.00	\$ 82,800.00	\$ 138.80	\$ 83,280.00				
16	2503.603	12" HDPE PIPE SEWER	LIN FT	86	\$ 18.00	\$ 1,548.00	\$ 25.00	\$ 2,150.00	\$ 24.55	\$ 2,111.30	\$ 20.00	\$ 1,720.00				
17	2503.603	15" HDPE PIPE SEWER	LIN FT	32	\$ 20.00	\$ 640.00	\$ 27.00	\$ 864.00	\$ 26.60	\$ 851.20	\$ 27.10	\$ 867.20				
18	2506.502	CONSTRUCT DRAINAGE STRUCTURE 2' x 3' CB	EACH	46	\$ 1,300.00	\$ 59,800.00	\$ 1,100.00	\$ 50,600.00	\$ 1,330.00	\$ 61,180.00	\$ 1,291.00	\$ 59,386.00				
19	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 120-4020	EACH	2	\$ 8,000.00	\$ 16,000.00	\$ 11,000.00	\$ 22,000.00	\$ 13,800.00	\$ 27,600.00	\$ 12,750.00	\$ 25,500.00				
20	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	EACH	34	\$ 1,600.00	\$ 54,400.00	\$ 1,400.00	\$ 47,600.00	\$ 1,636.00	\$ 55,824.00	\$ 1,654.00	\$ 56,236.00				
21	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	EACH	13	\$ 2,400.00	\$ 31,200.00	\$ 2,400.00	\$ 31,200.00	\$ 2,556.00	\$ 33,228.00	\$ 2,863.00	\$ 37,219.00				
22	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 66-4020	EACH	2	\$ 3,000.00	\$ 6,000.00	\$ 2,800.00	\$ 5,600.00	\$ 2,985.00	\$ 5,970.00	\$ 3,330.00	\$ 6,660.00				
23	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020	EACH	1	\$ 3,500.00	\$ 3,500.00	\$ 3,000.00	\$ 3,000.00	\$ 2,965.00	\$ 2,965.00	\$ 3,138.00	\$ 3,138.00				
24	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 96-4020	EACH	2	\$ 5,000.00	\$ 10,000.00	\$ 5,000.00	\$ 10,000.00	\$ 6,136.00	\$ 12,272.00	\$ 6,554.00	\$ 13,108.00				
25	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	EACH	2	\$ 1,250.00	\$ 2,500.00	\$ 1,500.00	\$ 3,000.00	\$ 1,390.00	\$ 2,780.00	\$ 1,825.00	\$ 3,650.00				

Item No.	Mn/DOT	Item Description	Contract Quantity	Engineer's Estimate			Ryan Contracting			Valley Paving			Redstone Construction		
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
26	2506.602	CONNECT TO EXISTING STORM SEWER	EACH	14	\$ 500.00	\$ 7,000.00	\$ 500.00	\$ 7,000.00	\$ 615.00	\$ 8,610.00	\$ 467.20	\$ 6,540.80			
27	2506.602	CONSTRUCT DRAINAGE STRUCTURE- 30" YARD DRAIN	EACH	3	\$ 750.00	\$ 2,250.00	\$ 1,800.00	\$ 5,400.00	\$ 2,071.00	\$ 6,213.00	\$ 1,082.00	\$ 3,246.00			
28	2506.602	RECONSTRUCT DRAINAGE STRUCTURE SPECIAL	EACH	4	\$ 1,500.00	\$ 6,000.00	\$ 700.00	\$ 2,800.00	\$ 1,385.00	\$ 5,544.00	\$ 659.37	\$ 2,637.48			
Schedule B Subtotal:					\$ 658,480.00	\$ 630,988.00	\$ 648,162.05								
Schedule C															
Description: WATERMAIN IMPROVEMENTS															
Item No.	Mn/DOT	Item Description	Contract Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	2104.507	DISCONNECT WATER SERVICE	EACH	10	\$ 250.00	\$ 2,500.00	\$ 100.00	\$ 1,000.00	\$ 1.02	\$ 10.20	\$ 219.80	\$ 2,198.00			
2	2104.501	REMOVE WATERMAIN	LIN FT	1,995	\$ 5.00	\$ 9,975.00	\$ 2.00	\$ 3,990.00	\$ 3.07	\$ 6,124.65	\$ 1.10	\$ 2,194.50			
3	2104.509	REMOVE CROSS/TEE	EACH	14	\$ 400.00	\$ 5,600.00	\$ 100.00	\$ 1,400.00	\$ 1.02	\$ 14.28	\$ 274.90	\$ 3,848.60			
4	2104.509	REMOVE GATE VALVE BOX	EACH	7	\$ 250.00	\$ 1,750.00	\$ 100.00	\$ 700.00	\$ 1.02	\$ 7.14	\$ 87.80	\$ 614.60			
5	2104.509	REMOVE HYDRANT AND GATE VALVE	EACH	21	\$ 500.00	\$ 10,500.00	\$ 100.00	\$ 2,100.00	\$ 240.00	\$ 5,040.00	\$ 274.70	\$ 5,768.70			
6	2104.509	REMOVE VALVE	EACH	22	\$ 250.00	\$ 5,500.00	\$ 100.00	\$ 2,200.00	\$ 1.02	\$ 22.44	\$ 110.00	\$ 2,420.00			
7	2104.509	REMOVE WATER SERVICE	EACH	77	\$ 200.00	\$ 15,400.00	\$ 100.00	\$ 7,700.00	\$ 1.02	\$ 78.54	\$ 0.01	\$ 0.77			
8	2504.502	HYDRANT	EACH	7	\$ 3,000.00	\$ 21,000.00	\$ 2,500.00	\$ 17,500.00	\$ 2,785.00	\$ 19,355.00	\$ 3,105.00	\$ 21,735.00			
9	2504.601	TEMPORARY WATER SERVICE (78TH STREET E)	LUMP SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 8,185.00	\$ 8,185.00	\$ 5,600.00	\$ 5,600.00			
10	2504.601	TEMPORARY WATER SERVICE (CONROY TRAIL)	LUMP SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 13,300.00	\$ 13,300.00	\$ 1,600.00	\$ 1,600.00			
11	2504.602	1" CORPORATION STOP	EACH	77	\$ 150.00	\$ 11,550.00	\$ 150.00	\$ 11,550.00	\$ 76.70	\$ 5,905.90	\$ 129.69	\$ 9,966.13			
12	2504.602	6" GATE VALVE AND BOX	EACH	28	\$ 1,200.00	\$ 33,600.00	\$ 1,000.00	\$ 28,000.00	\$ 845.00	\$ 23,660.00	\$ 1,516.00	\$ 42,448.00			
13	2504.602	6" WATERMAIN PLUG - DUCTILE IRON	EACH	40	\$ 200.00	\$ 8,000.00	\$ 100.00	\$ 4,000.00	\$ 25.60	\$ 1,024.00	\$ 91.20	\$ 3,648.00			
14	2504.602	8" GATE VALVE AND BOX	EACH	5	\$ 1,600.00	\$ 8,000.00	\$ 1,200.00	\$ 6,000.00	\$ 1,400.00	\$ 7,000.00	\$ 1,798.00	\$ 8,980.00			
15	2504.602	CONNECT TO EXISTING WATERMAIN	EACH	13	\$ 1,500.00	\$ 19,500.00	\$ 400.00	\$ 5,200.00	\$ 615.00	\$ 7,995.00	\$ 2,159.00	\$ 28,067.00			
16	2504.602	CURB STOP AND BOX	EACH	77	\$ 250.00	\$ 19,250.00	\$ 250.00	\$ 19,250.00	\$ 160.00	\$ 12,320.00	\$ 236.20	\$ 18,187.40			
17	2504.602	CUT IN 16" BUTTERFLY VALVE	EACH	3	\$ 5,000.00	\$ 15,000.00	\$ 5,000.00	\$ 15,000.00	\$ 4,615.00	\$ 13,845.00	\$ 3,901.00	\$ 11,703.00			
18	2504.602	GATE VALVE BOX	EACH	1	\$ 250.00	\$ 250.00	\$ 300.00	\$ 300.00	\$ 210.00	\$ 210.00	\$ 568.10	\$ 568.10			
19	2504.602	HYDRANT AND GATE VALVE	EACH	15	\$ 3,500.00	\$ 52,500.00	\$ 3,300.00	\$ 49,500.00	\$ 3,370.00	\$ 50,550.00	\$ 4,011.00	\$ 60,165.00			
20	2504.602	RECONNECT WATER SERVICE	EACH	10	\$ 500.00	\$ 5,000.00	\$ 250.00	\$ 2,500.00	\$ 61.40	\$ 614.00	\$ 274.80	\$ 2,748.00			
21	2504.602	WATERMAIN OFFSET	EACH	15	\$ 2,500.00	\$ 37,500.00	\$ 1,500.00	\$ 22,500.00	\$ 2,870.00	\$ 43,050.00	\$ 2,562.00	\$ 38,730.00			
22	2504.602	WATERMAIN SERVICE ADJUSTMENT	EACH	30	\$ 500.00	\$ 15,000.00	\$ 100.00	\$ 3,000.00	\$ 435.00	\$ 13,050.00	\$ 307.70	\$ 9,231.00			
23	2504.603	1" TYPE K COPPER PIPE	LIN FT	2,850	\$ 20.00	\$ 57,000.00	\$ 15.00	\$ 42,750.00	\$ 21.00	\$ 59,850.00	\$ 27.40	\$ 78,090.00			
24	2504.603	6" WATERMAIN DUCTILE IRON CLASS 52	LIN FT	325	\$ 25.00	\$ 8,125.00	\$ 31.00	\$ 10,075.00	\$ 25.80	\$ 8,385.00	\$ 31.00	\$ 10,075.00			
25	2504.603	6" WATERMAIN HDPE DIPS (DIRECTIONALLY DRILLED)	LIN FT	150	\$ 50.00	\$ 7,500.00	\$ 60.00	\$ 9,000.00	\$ 56.25	\$ 8,437.50	\$ 52.71	\$ 7,906.50			

Item No.	Min/DOT No.	Item Description	Unit	Contract Quantity	Engineer's Estimate		Ryan Contracting		Valley Paving		Redstone Construction	
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
26	2504.603	8" WATERMAIN DUCTILE IRON CLASS 52	LIN FT	1,770	\$ 30.00	\$ 53,100.00	\$ 32.00	\$ 56,640.00	\$ 32.20	\$ 56,994.00	\$ 29.40	\$ 52,038.00
27	2504.604	4" POLYSTYRENE INSULATION	SQ YD	71	\$ 25.00	\$ 1,775.00	\$ 16.00	\$ 1,136.00	\$ 25.60	\$ 1,817.60	\$ 33.00	\$ 2,343.00
28	2504.608	DUCTILE IRON FITTINGS	POUND	1,050	\$ 5.00	\$ 5,250.00	\$ 3.00	\$ 3,150.00	\$ 5.90	\$ 6,195.00	\$ 2.90	\$ 3,045.00
29	2573.602	DEWATERING (EXCAVATION)	LUMP SUM	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1.00	\$ 1.00	\$ 0.01	\$ 0.01
Schedule C Subtotal:						\$ 446,125.00		\$ 347,141.00		\$ 373,041.25		\$ 435,949.31
Schedule: D												
Description: SANITARY SEWER IMPROVEMENTS												
Item No.	Min/DOT No.	Item Description	Unit	Contract Quantity	Engineer's Estimate		Ryan Contracting		Valley Paving		Redstone Construction	
1	2104.501	REMOVE SEWER PIPE (SANITARY)	LIN FT	520	\$ 8.00	\$ 4,160.00	\$ 4.00	\$ 2,080.00	\$ 1.00	\$ 520.00	\$ 0.01	\$ 5.20
2	2503.511	8" DUCTILE IRON PIPE SEWER (SANITARY)	LIN FT	40	\$ 35.00	\$ 1,400.00	\$ 50.00	\$ 2,000.00	\$ 40.15	\$ 1,606.00	\$ 41.70	\$ 1,668.00
3	2503.511	8" PVC PIPE SEWER SDR 26	LIN FT	574	\$ 25.00	\$ 14,350.00	\$ 30.00	\$ 17,220.00	\$ 27.90	\$ 16,014.60	\$ 29.50	\$ 16,933.00
4	2503.602	CONNECT TO EXISTING SANITARY SEWER MANHOLE	EACH	4	\$ 1,000.00	\$ 4,000.00	\$ 500.00	\$ 2,000.00	\$ 614.00	\$ 2,456.00	\$ 384.40	\$ 1,537.60
5	2503.602	CONNECT TO EXISTING SANITARY SEWER PIPE	EACH	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 614.00	\$ 614.00	\$ 276.40	\$ 276.40
6	2503.602	FURNISH AND INSTALL EXTERNAL MANHOLE CHIMNEY SEAL	EACH	33	\$ 350.00	\$ 11,550.00	\$ 200.00	\$ 6,600.00	\$ 220.00	\$ 7,260.00	\$ 208.70	\$ 6,887.10
7	2503.602	SANITARY SEWER SERVICE REPLACEMENT	EACH	36	\$ 1,000.00	\$ 36,000.00	\$ 700.00	\$ 25,200.00	\$ 720.00	\$ 25,920.00	\$ 607.70	\$ 28,077.20
8	2506.522	ADJUST FRAME AND RING CASTING	EACH	1	\$ 500.00	\$ 500.00	\$ 200.00	\$ 200.00	\$ 505.00	\$ 505.00	\$ 332.20	\$ 332.20
9	2506.602	INSTALL NEW RINGS AND CASTING (SANITARY SEWER)	EACH	26	\$ 600.00	\$ 15,600.00	\$ 500.00	\$ 13,000.00	\$ 580.00	\$ 15,080.00	\$ 588.90	\$ 15,571.40
10	2506.602	SANITARY SEWER MANHOLE (48")	EACH	3	\$ 3,000.00	\$ 9,000.00	\$ 1,500.00	\$ 4,500.00	\$ 3,020.00	\$ 9,060.00	\$ 2,911.00	\$ 8,733.00
11	2506.603	SANITARY DROP MANHOLE	LIN FT	27	\$ 250.00	\$ 6,750.00	\$ 150.00	\$ 4,050.00	\$ 281.00	\$ 7,587.00	\$ 168.10	\$ 4,538.70
Schedule D Subtotal:						\$ 103,810.00		\$ 77,350.00		\$ 86,622.60		\$ 85,559.80

Schedule: E Description: RAIN GARDEN PREPARATION												
Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Engineer's Estimate		Ryan Contracting		Valley Paving		Redstone Construction	
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	2571.618	RAIN GARDEN PREPARATION, EXIST SOIL AND COMPOST BEDDING	SQ FT	2,000	\$ 6.00	\$ 12,000.00	\$ 12.00	\$ 24,000.00	\$ 3.00	\$ 6,000.00	\$ 3.99	\$ 7,980.00
2	2571.618	RAIN GARDEN PREPARATION, SAND AND COMPOST BEDDING	SQ FT	2,000	\$ 6.00	\$ 12,000.00	\$ 12.00	\$ 24,000.00	\$ 6.00	\$ 12,000.00	\$ 3.99	\$ 7,980.00
3	2571.618	RAIN GARDEN RETAINING WALL, BOULDER	SQ FT	500	\$ 25.00	\$ 12,500.00	\$ 20.00	\$ 10,000.00	\$ 18.50	\$ 9,250.00	\$ 20.00	\$ 10,000.00
4	2571.618	RAIN GARDEN RETAINING WALL, MODULAR BLOCK	SQ FT	500	\$ 25.00	\$ 12,500.00	\$ 20.00	\$ 10,000.00	\$ 20.75	\$ 10,375.00	\$ 20.00	\$ 10,000.00
Schedule E Subtotal:						\$ 49,000.00	\$ 68,000.00	\$ 37,625.00		\$ 31,000.00	\$ 35,980.00	
Schedule: F Description: ALLOWANCES												
Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Engineer's Estimate		Ryan Contracting		Valley Paving		Redstone Construction	
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	2190.601	WATER USAGE ALLOWANCE	LUMP SUM	1	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
2	2504.601	IRRIGATION SYSTEM REPAIR ALLOWANCE	LUMP SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
3	2540.601	BOULEVARD LANDSCAPING ALLOWANCE	LUMP SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
4	2573.601	STORM WATER MANAGEMENT ALLOWANCE	LUMP SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Schedule F Subtotal:						\$ 31,000.00	\$ 31,000.00	\$ 31,000.00		\$ 31,000.00	\$ 31,000.00	\$ 31,000.00
Schedule: 1 Description: DEHRER COURT IMPROVEMENTS												
Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Engineer's Estimate		Ryan Contracting		Valley Paving		Redstone Construction	
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	2101.502	CLEARING	TREE	7	\$ 350.00	\$ 2,450.00	\$ 180.00	\$ 1,260.00	\$ 116.00	\$ 812.00	\$ 112.80	\$ 789.60
2	2101.507	GRUBBING	TREE	7	\$ 350.00	\$ 2,450.00	\$ 42.00	\$ 294.00	\$ 77.00	\$ 539.00	\$ 75.20	\$ 526.40
3	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	50	\$ 6.00	\$ 300.00	\$ 10.00	\$ 500.00	\$ 7.20	\$ 360.00	\$ 9.39	\$ 469.50
4	2105.522	SELECT GRANULAR BORROW (CV)	CU YD	250	\$ 8.00	\$ 2,000.00	\$ 10.00	\$ 2,500.00	\$ 12.35	\$ 3,087.50	\$ 3.80	\$ 950.00
5	2105.526	SELECT TOPSOIL BORROW (LV)	CU YD	25	\$ 15.00	\$ 375.00	\$ 15.00	\$ 375.00	\$ 21.00	\$ 525.00	\$ 12.87	\$ 321.75
6	2211.501	AGGREGATE BASE CLASS 5	TON	200	\$ 10.00	\$ 2,000.00	\$ 10.00	\$ 2,000.00	\$ 12.00	\$ 2,400.00	\$ 17.58	\$ 3,516.00
7	2211.501	AGGREGATE BASE CLASS 5 (100% CRUSHED LIMESTONE)	TON	15	\$ 14.00	\$ 210.00	\$ 15.00	\$ 225.00	\$ 35.00	\$ 525.00	\$ 21.79	\$ 326.85
8	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	25	\$ 3.00	\$ 75.00	\$ 3.00	\$ 75.00	\$ 2.70	\$ 67.50	\$ 3.00	\$ 75.00
9	2360.501	TYPE SP 9.5 WEARING COURSE MIX (3B)	TON	55	\$ 60.00	\$ 3,300.00	\$ 51.00	\$ 2,805.00	\$ 53.50	\$ 2,942.50	\$ 51.00	\$ 2,805.00
10	2360.502	TYPE SP 12.5 NON-WEARING COURSE MIX (3B)	TON	55	\$ 60.00	\$ 3,300.00	\$ 48.00	\$ 2,695.00	\$ 57.35	\$ 3,154.25	\$ 49.00	\$ 2,695.00
11	2531.501	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	260	\$ 10.00	\$ 2,600.00	\$ 12.00	\$ 3,120.00	\$ 8.80	\$ 2,288.00	\$ 8.58	\$ 2,230.80

12	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	50	50	35.00	\$	1,750.00	\$	50.00	\$	2,500.00	\$	36.80	\$	1,840.00	\$	36.00	\$	1,800.00
13	2575.505	SODDING, TYPE LAWN	200	200	4.00	\$	800.00	\$	4.00	\$	800.00	\$	4.10	\$	820.00	\$	2.35	\$	472.00
			Schedule 1 Subtotal:			\$	21,610.00	\$	19,149.00	\$	19,360.75	\$		\$		\$		\$	16,977.90

Schedule 2  
Description: OAKS/CONROY TRAIL WATER MAIN IMPROVEMENTS

Item No.	MWDOT No.	Item Description	Contract Quantity	Unit	Engineer's Estimate Unit Price	Amount	Ryan Contracting Unit Price	Amount	Valley Paving Unit Price	Amount	Redstone Construction Unit Price	Amount	
1	2104.501	REMOVE WATERMAIN	200	LIN FT	5.00	\$ 1,000.00	6.00	\$ 1,200.00	3.07	\$ 614.00	0.01	\$ 2.00	
2	2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT (OAKS)	1,000	SQ YD	3.00	\$ 3,000.00	3.00	\$ 3,000.00	4.15	\$ 4,150.00	2.63	\$ 2,630.00	
3	2104.509	REMOVE HYDRANT AND GATE VALVE	1	EACH	500.00	\$ 500.00	500.00	\$ 500.00	240.00	\$ 240.00	276.90	\$ 276.90	
4	2104.509	REMOVE VALVE	1	EACH	250.00	\$ 250.00	300.00	\$ 300.00	1.02	\$ 1.02	110.70	\$ 110.70	
5	2104.509	REMOVE WATER SERVICE	18	EACH	200.00	\$ 3,600.00	300.00	\$ 5,400.00	1.02	\$ 18.36	0.01	\$ 0.18	
6	2380.504	2.5" BITUMINOUS DRIVEWAY PAVEMENT (OAKS)	1,000	SQ YD	15.00	\$ 15,000.00	23.00	\$ 23,000.00	15.20	\$ 15,200.00	10.00	\$ 10,000.00	
7	2504.602	1" CORPORATION STOP	18	EACH	150.00	\$ 2,700.00	200.00	\$ 3,600.00	76.70	\$ 1,380.60	129.70	\$ 2,334.60	
8	2504.602	6" GATE VALVE AND BOX	3	EACH	1,200.00	\$ 3,600.00	1,000.00	\$ 3,000.00	845.00	\$ 2,535.00	1,517.00	\$ 4,551.00	
9	2504.602	CONNECT TO EXISTING WATERMAIN	1	EACH	1,500.00	\$ 1,500.00	1,000.00	\$ 1,000.00	614.00	\$ 614.00	496.98	\$ 496.98	
10	2504.602	CURB STOP AND BOX	18	EACH	250.00	\$ 4,500.00	300.00	\$ 5,400.00	160.00	\$ 2,880.00	291.20	\$ 5,241.60	
11	2504.602	HYDRANT AND GATE VALVE	3	EACH	3,500.00	\$ 10,500.00	3,500.00	\$ 10,500.00	3,533.00	\$ 10,599.00	4,010.00	\$ 12,030.00	
12	2504.603	1" TYPE K COPPER PIPE	1,080	LIN FT	20.00	\$ 21,600.00	18.00	\$ 19,440.00	36.30	\$ 39,204.00	27.40	\$ 29,592.00	
13	2504.603	6" WATERMAIN DUCTILE IRON CLASS 52	645	LIN FT	25.00	\$ 16,125.00	33.00	\$ 21,285.00	25.80	\$ 16,641.00	31.00	\$ 19,995.00	
14	2504.608	DUCTILE IRON FITTINGS	350	POUND	5.00	\$ 1,750.00	3.00	\$ 1,050.00	5.90	\$ 2,065.00	3.30	\$ 1,155.00	
			Schedule 2 Subtotal:			\$	85,625.00	\$	98,675.00	\$	96,141.98	\$	88,415.96

Schedule 3  
Description: OAKS/CRAIG WAY WATER MAIN LOOP

Item No.	MWDOT No.	Item Description	Contract Quantity	Unit	Engineer's Estimate Unit Price	Amount	Ryan Contracting Unit Price	Amount	Valley Paving Unit Price	Amount	Redstone Construction Unit Price	Amount	
1	2504.602	6" GATE VALVE AND BOX	2	EACH	1,200.00	\$ 2,400.00	1,000.00	\$ 2,000.00	850.00	\$ 1,700.00	1,681.00	\$ 3,362.00	
2	2504.602	CONNECT TO EXISTING WATERMAIN	1	EACH	1,500.00	\$ 1,500.00	1,000.00	\$ 1,000.00	1,075.00	\$ 1,075.00	496.98	\$ 496.98	
3	2504.603	6" WATERMAIN DUCTILE IRON CLASS 52	160	LIN FT	25.00	\$ 4,000.00	38.00	\$ 6,080.00	31.70	\$ 5,072.00	32.70	\$ 5,232.00	
4	2504.603	6" WATERMAIN HDPE DIPS (DIRECTIONALLY DRILLED)	367	LIN FT	50.00	\$ 18,350.00	23.00	\$ 8,441.00	56.25	\$ 20,643.75	23.71	\$ 8,701.57	
5	2504.608	DUCTILE IRON FITTINGS	100	POUND	5.00	\$ 500.00	3.00	\$ 300.00	5.90	\$ 590.00	3.45	\$ 345.00	
			Schedule 3 Subtotal:			\$	26,750.00	\$	17,821.00	\$	29,080.75	\$	18,137.55

Schedule: 4		Contract Quantity	
Item No.	Min/DDOT	Unit	Quantity
1	2503 603 8" HDPE PIPE SEWER (DIRECTIONALLY DRILLED)	LN FT	86
		Schedule 4 Subtotal:	

Engineer's Estimate		Ryan Contracting		Valley Paving		Redstone Construction	
Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
\$ 35.00	\$ 3,010.00	\$ 60.00	\$ 5,160.00	\$ 87.00	\$ 7,482.00	\$ 60.37	\$ 5,191.82
	\$ 3,010.00		\$ 5,160.00		\$ 7,482.00		\$ 5,191.82

Engineer's Estimate		Ryan Contracting		Valley Paving		Redstone Construction	
Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
\$ 2,407,394.50	\$ 1,876,896.00	\$ 1,920,012.80	\$ 1,923,211.40				
\$ 658,480.00	\$ 630,998.00	\$ 649,162.05	\$ 665,103.96				
\$ 446,125.00	\$ 347,141.00	\$ 373,041.25	\$ 433,949.31				
\$ 103,810.00	\$ 77,350.00	\$ 86,622.60	\$ 85,589.80				
\$ 49,000.00	\$ 68,000.00	\$ 37,625.00	\$ 35,960.00				
\$ 31,000.00	\$ 31,000.00	\$ 31,000.00	\$ 31,000.00				
\$ 3,695,609.50	\$ 3,031,375.00	\$ 3,097,463.70	\$ 3,174,764.47				
Total Base Bid							

Engineer's Estimate		Ryan Contracting		Valley Paving		Redstone Construction	
Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
\$ 21,610.00	\$ 19,149.00	\$ 19,360.75	\$ 16,977.90				
\$ 85,625.00	\$ 98,675.00	\$ 86,141.98	\$ 88,415.96				
\$ 26,769.00	\$ 17,624.00	\$ 29,896.75	\$ 19,197.66				
\$ 3,014.00	\$ 5,460.00	\$ 7,482.00	\$ 6,194.82				
\$ 107,235.00	\$ 117,824.00	\$ 115,502.73	\$ 105,393.86				
Total Bid Alternates 1 and 2							
Total Base Bid Plus Bid Alternates 1 and 2		\$ 3,803,044.50		\$ 3,212,966.43		\$ 3,280,178.33	

**BID SUMMARY**  
Contract: CITY PROJECT # 2010-09D  
Owner: CITY OF INVER GROVE HEIGHTS  
Project: SOUTH GROVE STREET RECONSTRON AREA 5

**BID ALTERNATES**

Schedule Description	Amount
1 DEHRER COURT	\$ 21,610.00
2 OAKS/CONROY TRAIL WATER MAIN IMPROVEMENTS	\$ 85,625.00
3 OAKS/CRAIG-WAX-WATER-MAIN-LOOP	\$ 26,769.00
4 7479-CRAIG-AVE-DRAINAGE-IMPROVEMENT	\$ 3,014.00
<b>Total Bid Alternates 1 and 2</b>	<b>\$ 107,235.00</b>

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Resolution Accepting the Proposal from American Engineering Testing, Inc. for Geotechnical Testing Services for the 2010 Pavement Management Program – City Project 2010-09D – Urban Street Reconstruction, South Grove Area 5**

Meeting Date: April 26, 2010  
 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

TJK

SAF

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: Assessments, Pavement Management Fund, Municipal State Aid, Water Fund, Sewer Fund

**PURPOSE/ACTION REQUESTED**

Consider adopting a resolution accepting proposal from American Engineering Testing, Inc. in the amount of \$27,540.50 for geotechnical testing services for City Project No. 2010-09D – Urban Street Reconstruction, South Grove Area 5.

**SUMMARY**

AET prepared the original borings for the project providing a familiarity with the South Grove area. A proposal for geotechnical construction services was requested by staff for the testing of materials and construction activity of the contractor to include: subgrade compaction, trench compaction, sand/gravel/bituminous/concrete/topsoil materials testing, bituminous density, gravel compaction, and vibratory monitoring of utility construction and pre-condition surveys in select locations. A proposal was submitted by American Engineering Testing, Inc. in the amount of \$30,900.50. This proposal includes the testing and geotechnical services in the amount of \$25,036.50 and the precondition surveys in the amount of \$5,864.00. The City of Inver Grove Heights follows the Mn/DOT specifications which require the bituminous contractor to perform coring of the in-place bituminous mixture which provides a savings of \$3,360.00, reducing the not-to-exceed cost to \$27,540.50. This proposal includes Addendum No. 1 regarding language for litigation reimbursement per City policy.

After discussions with the Council, it was agreed to use the same consultants for the 2010 street reconstruction program that were used for the 2009 program. City staff asked AET to provide a proposal for construction testing services and a second proposal for the pre-condition surveys. City staff has reviewed the proposal, work scope, associated fee, and found them comparable to past projects. Based upon these factors, it is recommended that AET, Inc., with their past experience and positive performance on previous South Grove projects, be selected to provide geotechnical services for City Project No. 2010-09D South Grove Urban Street Reconstruction Area 5.

Public Works recommends adoption of the resolution accepting the proposal from American Engineering Testing, Inc. in the amount of \$27,540.50 for geotechnical testing services for City Project No. 2010-09D – Urban Street Reconstruction, South Grove Area 5.

TJK/kf  
 Attachments: Resolution  
 Proposal

**CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY**

**RESOLUTION ACCEPTING THE PROPOSAL FROM AMERICAN ENGINEERING TESTING, INC.  
FOR GEOTECHNICAL TESTING SERVICES FOR THE 2010 PAVEMENT MANAGEMENT  
PROGRAM – CITY PROJECT NO. 2010-09D – URBAN STREET RECONSTRUCTION PROJECT,  
SOUTH GROVE AREA 5**

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

**WHEREAS**, as part of the City's 2010 Pavement Management Program, the South Grove Area 5 has been identified for reconstruction starting in 2010; and

**WHEREAS**, in order to complete the materials testing services in a timely manner; and

**WHEREAS**, City staff requested a proposal from American Engineering Testing; and

**WHEREAS**, based on the experience, performance on past South Grove projects, the scope and associated fee for the proposed services, it was decided that American Engineering Testing, Inc. be selected as the geotechnical testing services firm.

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

1. The proposal of American Engineering Testing, Inc. is accepted and staff is authorized to enter into a contract with AET in the amount of \$27,540.50 for geotechnical testing services for the 2010 Pavement Management Program – City Project No. 2010-09D Urban Street Reconstruction Project South Grove Area 5.

Adopted by the City Council of Inver Grove Heights, Minnesota this 26th day of April 2010.

AYES:

NAYS:

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

ATTEST:

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



April 19, 2010

City of Inver Grove Heights  
Department of Public Works  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

Attn: Steve Dodge

RE: Proposal for Materials Testing Services  
2010 South Grove Street Reconstruction Area 5  
City Project 2010-09D  
Inver Grove Heights, Minnesota  
AET Proposal No. 20-09787

Dear Mr. Dodge:

Thank you for the opportunity to provide you with this proposal to perform engineering observation and materials testing services for the referenced project. American Engineering Testing, Inc., (AET) is pleased to provide this letter which presents our anticipated scope of services, our unit rates, and an estimated total cost to perform these services. If you have any questions regarding the anticipated work scope or need additional information, please contact me.

### Project Information

We understand the proposed construction will consist of utility installation, grading, bituminous surfacing and concrete curbs, driveways and sidewalks. We understand that a portion of the project is a state aid project. We understand that the scope of the majority of the testing for all portions of the project will be controlled by the Mn/DOT Schedule of Materials Control. You have provided us with and estimate of the project material quantities.

### Scope of Services

Based on the estimated test quantities you have provided to us and our previous experience with similar projects in the City of Inver Grove Heights, our anticipated scope of services is outlined below. The scope of our services will be to perform Testing Services as requested by the City of Inver Grove Heights personnel and as outlined in the Schedule of Materials Control, with the exception of the observations and testing at the concrete and bituminous production plants. For the State Aid portions of the project, the contractor will be required to perform the additional QC testing as outlined in the Schedule of Materials Control. Representatives of the City of Inver Grove Heights should contact the appropriate Mn/DOT personnel prior to start of the project. Mn/DOT will then perform quality testing and observation at the bituminous and concrete



**production plants.** If requested, AET can provide the testing and observation at the production plant. If these services are requested, the services will be provided in accordance with the rates indicated on the attached fee schedule.

### **Soil Observation & Testing**

During excavation for reconstruction of the roadways we will perform intermittent trips to the site if requested by the City of Inver Grove Heights. If requested, we will also visit the site to observe test roll operations of the completed roadway subgrades before placement of Class 5 base or Select Granular Borrow. Since the quantities of site visits (if any) is not know at this time, the cost for these services is not included in our cost estimate.

During placement of fill, select granular borrow, or Class 5 base in the pavement areas and backfill in the utility trench excavations, an Engineering Technician will visit the site on a will-call basis to test the fill when requested by the City of Inver Grove Heights. Mn/DOT certified technicians will be used at least on the State Aid portions of the project. Our services will include the following:

- Compaction tests to evaluate the density of fill soils, Class 5 base, select granular borrow material and embankment or utility trench backfill soils.
- Compaction tests to evaluate the density of the aggregate base material using the dynamic cone penetrometer (DCP) method or sand cone density test.
- Standard Proctor tests for every different type of fill used.
- Sieve analysis tests of select granular fill and Class 5 aggregate base.
- Bitumen content of recycled bituminous mixture planned for use as aggregate base.

We have estimated a total of about 46 trips will be required by the Engineering Technician to perform the compaction testing and materials sampling. Periodic reports will be issued presenting the results of our testing.

### **Concrete Testing**

Personnel from AET will perform testing of concrete placed for the curb & gutter, sidewalks and concrete driveways on a will-call basis, when requested by the City of Inver Grove Heights. These services will be performed by Concrete Field Engineering Technicians. Mn/DOT certified technicians will be used at least on the State Aid portions of the project. Our services will include the following:

- Test the slump of the plastic concrete.
- Test the air content of the plastic concrete.
- Measure the temperature of the plastic concrete.
- Compare the test results to the requirements of the project specifications.

Any discrepancies from the project specifications will be brought to the attention of the City of Inver Grove Heights and the contractor. Daily field reports of our observations and testing will be available to the Engineer. The results of our tests will be provided in reports that are issued periodically.

During placement of the concrete, our Engineering Technicians will also cast test cylinders for compressive strength testing. Each set will consist of four cylinders; one of which will be tested after 7 days and two which will be tested after 28 days. The fourth cylinder will be held in reserve for possible future testing. AET will also pick up the cylinders from the site and return them to our laboratory for testing. The results of our compressive strength testing will be presented as they become available.

Based on the material quantities you provided and our experience on the previous projects in the City of Inver Grove Heights, we estimate that about 33 sets of cylinders will be required and that about 22 site visits will be required to perform the testing.

#### **Bituminous Mixture Testing**

Testing will be performed as required by the City of Inver Grove Heights. Samples may also be taken by the contractor on a random basis during placement. If so, a split portion of each sample will be delivered to our laboratory for testing. The samples will be tested in our laboratory for the following:

- Bituminous mixture properties: Gyrotory Density (AASHTO T312) Mn/DOT Modified, Rice Specific Gravity (ASTM:D2041) Extraction/Gradation (ASTM:D2172 Method E-11) Mn/DOT Modified C136 and C117, Fine Aggregate Angularity (AASHTO T304, Method A, Mn/DOT 1206.5), Percent Crushed Particles (Mn/DOT 1214.8)

Mn/DOT specifications indicate that coring of in-place bituminous mixture is to be performed by the contractor at locations selected by the project engineer on a random number basis. However, if requested, after the completion of each days paving we will obtain the core samples of the in-place mixture. Based on the estimated quantities provided, we estimate the coring will consist of 8 cores per lot (the extra cores are required for testing at longitudinal joints) for one of the lots on each day of paving for the State Aid portion of the project, and 4 cores for each of the other lots. Half of the core samples will be delivered to the laboratory for testing and the other half are for testing by the contractor. This testing will include the following:

- The thickness of each layer of the core sample.
- The density of each layer of the core sample.
- Determination of the percent of maximum (Gmm) density of each layer of the core sample.

### **Precondition Survey/Vibration Recording**

We understand that preconstruction condition surveys of eleven of the townhome or single-family detached residences located adjacent to the reconstruction phase of the project will be required. The survey will consist of an observation of the interior and the exterior of each residence. The work will be performed by a Staff Engineer using digital video and photographic equipment to document the condition of the structure for possible comparisons at the completion of the construction. All digital data will be maintained in our files. We assume that the City of Inver Grove Heights will assist us in notification of the property owners and provide us with contact information to schedule this work well in advance of the actual construction.

We understand that use of three engineering seismographs will be required on 3 working days at selected locations during portions of the construction in order to measure ground vibrations produced by the construction activities. This work will be provided at the rates included in the attached fee schedule.

### **Estimated Fees**

Our services will be provided on a unit cost basis according to the unit rates provided in the attached Fee Schedule tabulation. Our monthly invoices will be determined by multiplying the number of personnel hours or tests by their respective unit rates. We have also estimated a total cost which we anticipate will be required to complete the previously described observations and testing services, based on the test quantities you provided and our previous experience with similar projects in the City of Inver Grove Heights. Our estimated total cost will be \$30,900.50.

We caution that this is only an estimated cost. Often, variations in the overall cost of the services occur due to reasons beyond our control, such as weather delays, changes in the contractor's schedule, unforeseen conditions, retesting of services or an increase or decrease in test quantities or scope of services which may be requested by the City of Inver Grove Heights. These variations will affect the actual invoice totals, either increasing or decreasing our total costs for the project from those estimated in this proposal. If more time or tests are required, additional fees may be needed to complete the project testing services. If less time or tests are needed, a cost savings will be realized. If the City of Inver Grove Heights requires the bituminous contractor to perform coring of the in-place bituminous mixture as indicated by the Mn/DOT specifications, our fees would be reduced by \$3,360.00. We will consider the estimated total cost of \$30,900.50 to be a not to exceed cost for the described scope and test quantities. The total cost or scope of services will not be increased without authorization from the City of Inver Grove Heights.

### **Terms and Conditions**

Our services will be performed per the *Contract Agreement Between the City of Inver Grove Heights and American Engineering Testing, Inc. For Professional Services*, dated May 7, 2009, and attached Addendum No. 1 to the referenced agreement.

City of Inver Grove Heights  
AET Project No. 20-08835  
April 19, 2010  
Page 5 of 5

**Acceptance**

This proposal is presented in duplicate. Please indicate your acceptance of this proposal by endorsing the enclosed copy and returning it to us. The original proposal should be kept for your records.

**General Remarks**

If you have any questions regarding this proposal, or if we can be of further assistance, please call me at 651-659-1363.

Sincerely,  
American Engineering Testing, Inc.

  
Gary A. Larson  
Senior Engineering Assistant

Attachments:

Fee Schedule Tabulations (two pages)  
Addendum No. 1

**PROPOSAL ACCEPTED BY:**

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Company: \_\_\_\_\_

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

**ADDENDUM NO. 1 TO AGREEMENT BETWEEN  
AMERICAN ENGINEERING TESTING, INC. (AET) AND  
THE CITY OF INVER GROVE HEIGHTS (CLIENT)**

American Engineering Testing, Inc. (hereafter AET) and the City of Inver Grove Heights (hereafter Client) hereby agree that the contract between the parties dated May 7, 2009, relating to geotechnical testing services for 2010 South Grove Street Reconstruction Area 5 is hereby amended to provide that Section 11 of the terms and conditions is amended in its entirety to provide as follows:

**Section 11. Litigation Reimbursement.** Payment of AET costs for Client lawsuits against AET which are dismissed or are judged substantially in AET's favor, will be the Client's responsibility. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs and AET costs.

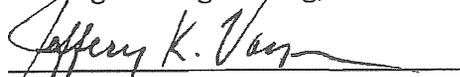
Payment of Client costs for Client lawsuits against AET which are judged substantially in Client's favor, will be AET's responsibility. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs and Client costs.

Payment of Client costs for AET lawsuits against Client which are dismissed or are judged substantially in Client's favor, will be the AET's responsibility. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs and Client costs.

Payment of AET costs for AET lawsuits against Client which are judged substantially in AET's favor will be Client's responsibility. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs and AET costs.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 1 this 19th day of April, 2010.

American Engineering Testing, Inc.

By:   
Its: Vice President

City of Inver Grove Heights

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

Attest:

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

**FEE SCHEDULE  
PROJECT TESTING SERVICES  
2010 SOUTH GROVE STREET RECONSTRUCTION  
INVER GROVE HEIGHTS, MINNESOTA  
AET PROPOSAL No. 20-09787  
CITY PROJECT NO. 2010-09D**

SERVICE DESCRIPTION	PROJECT BUDGET			TOTAL AMOUNTS INVOICED TO DATE		Invoice Amount Through	
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT	# Units	Amount	# Units	Amount
<b><i>Excavation Observations and Compaction Testing</i></b>							
1. Staff Engineer I or Senior Engineering Assistant for observations of roadway excavations and subgrade test rolls, consultation and reporting (services provided on a will-call basis if required).	hours	\$90.00	\$0.00	0.0	\$0.00	0.0	\$0.00
2. Engineering Technician mobilization for soil compaction testing, Aggregate Base Penetration Index Method testing (DCP), relative moisture testing, and sample collection (services provided on a will-call basis - assumes 46 trips to the jobsite).	46 trips	\$35.00	\$1,610.00	0.0	\$0.00	0.0	\$0.00
3. Personal or Company vehicle mileage (Engineers).	miles	\$0.65	\$0.00	0.0	\$0.00	0.0	\$0.00
4. Engineering Technician site time to perform sampling, Soil/Aggregate Base compaction tests, materials sampling, or DCP testing of aggregate base.	68 hours	\$62.00	\$4,216.00	0.0	\$0.00	0.0	\$0.00
5. Standard Proctor tests (Method B or C).	8 tests	\$80.00	\$640.00	0.0	\$0.00	0.0	\$0.00
6. Oil content test on reclaimed bituminous sample.	10 tests	\$125.00	\$1,250.00	0.0	\$0.00	0.0	\$0.00
7. Sieve tests of select granular fill and Class 5 aggregate base.	14 tests	\$60.00	\$1,120.00	0.0	\$0.00	0.0	\$0.00
8. Relative moisture test of Class 5, select granular borrow and embankment fill(MnDOT method).	tests	\$20.00	\$0.00	0.0	\$0.00	0.0	\$0.00
9. Nuclear Density Guage Rental.	35 days	\$10.00	\$350.00	0.0	\$0.00	0.0	\$0.00
<b><i>Concrete Testing</i></b>							
1. Engineering Technician for testing of concrete. (services provided on a will-call basis).	29 hours	\$60.00	\$1,740.00	0.0	\$0.00	0.0	\$0.00
2. Engineering Technician mobilization for concrete testing (services provided on a will-call basis - assumes 22 trips to the jobsite).	22 trips	\$35.00	\$770.00	0.0	\$0.00	0.0	\$0.00
3. Personal or Company vehicle mileage (Engineers and Technicians).	miles	\$0.65	\$0.00	0.0	\$0.00	0.0	\$0.00
4. Curing, handling and compressive strength testing of concrete test cylinders (33 sets of 4 cylinders, includes handling of non-tested cylinders).	132 cyl.	\$20.00	\$2,640.00	0.0	\$0.00	0.0	\$0.00
5. Concrete cylinder pick-up service from jobsite.	6 trips	\$55.00	\$330.00	0.0	\$0.00	0.0	\$0.00
<b><i>Bituminous Testing</i></b>							
1. MnDOT certified Engineering Technician sampling of bituminous materials, nuclear density testing of bituminous control strip (services provided on a will-call basis - assumes 6 trips to the jobsite).	16 hours	\$62.00	\$992.00	0.0	\$0.00	0.0	\$0.00
2. Personal or Company vehicle mileage (Engineers and Technicians).	210 miles	\$0.65	\$136.50	0.0	\$0.00	0.0	\$0.00
3. Removal of cores from finished bituminous surface, if required. (minimum of 4 per trip)	48 cores	\$70.00	\$3,360.00	0.0	\$0.00	0.0	\$0.00
4. Thickness and density tests of companion bituminous core samples provided by the contractor.	24 tests	\$35.00	\$840.00	0.0	\$0.00	0.0	\$0.00
5. Asphalt extraction and aggregate gradation tests of bituminous mixtures.	tests	\$190.00	\$0.00	0.0	\$0.00	0.0	\$0.00
6. Marshall density and Rice specific gravity tests of bituminous mixtures.	tests	\$160.00	\$0.00	0.0	\$0.00	0.0	\$0.00

FEE SCHEDULE  
PROJECT TESTING SERVICES  
2010 SOUTH GROVE STREET RECONSTRUCTION  
INVER GROVE HEIGHTS, MINNESOTA  
AET PROPOSAL No. 20-09787  
CITY PROJECT NO. 2010-09D

SERVICE DESCRIPTION	PROJECT BUDGET			TOTAL AMOUNTS INVOICED TO DATE		Invoice Amount Through	
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT	# Units	Amount	# Units	Amount
7. Tests of Bituminous mixture properties (gyratory method).	6 tests	\$475.00	\$2,850.00	0.0	\$0.00	0.0	\$0.00
<i>Precondition survey/vibration recording</i>							
1. Staff Engineer I to perform preconstruction conditions surveys of residences adjacent to the reconstruction phase of the project, including video and photography survey, consultation and summary report of methods. (services provided at 11 single-family or townhome residences).	34 hours	\$95.00	\$3,230.00	0.0	\$0.00	0.0	\$0.00
2. Personal or Company vehicle mileage (Engineers).	460 miles	\$0.65	\$299.00	0.0	\$0.00	0.0	\$0.00
3. Seismograph rental on basis of machine days (3 days with 3 machines each day).	9 days	\$80.00	\$720.00	0.0	\$0.00	0.0	\$0.00
4. Staff Engineer for vibration recording, equipment installation and operation, consultation and reporting..	17 hours	\$95.00	\$1,615.00	0.0	\$0.00	0.0	\$0.00
<i>Project Management &amp; Coordination</i>							
1. Project Manager for coordination of AET personnel and activities, attending pre-construction meeting, consultation and report preparation.	22 hours	\$93.00	\$2,046.00	0.0	\$0.00	0.0	\$0.00
2. Principal Engineer for special consultation and report review.	1 hours	\$146.00	\$146.00	0.0	\$0.00	0.0	\$0.00
<b>ESTIMATED BUDGET</b>			<b>\$30,900.60</b>	<b>TOTAL INVOICED TO DATE</b>	<b>\$0.00</b>	<b>MONTHLY INVOICE TOTAL</b>	<b>\$0.00</b>

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Resolution Accepting the Proposal from Gorman Surveying, Inc. for Survey Staking Services for the 2010 Pavement Management Program – City Project 2010-09D – South Grove Urban Street Reconstruction Area 5**

Meeting Date: April 26, 2010  
 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*

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

**PURPOSE/ACTION REQUESTED**

Consider adopting a resolution accepting proposal from Gorman Surveying, Inc. in the amount of \$22,780.00 for survey staking for City Project No. 2010-09D – South Grove Urban Street Reconstruction Area 5, including Alternate Bids 1 and 2.

**SUMMARY**

As a part of the 2010 Pavement Management Program, Area 5 of the South Grove neighborhood has been identified for reconstruction in 2010. Due to the amount and complexity of work involved with a reconstruction project of this magnitude, the City Engineering Division is not staffed to perform the construction staking work in-house. Gorman Surveying, Inc. has provided a proposal for \$23,485.00 for survey staking.

After discussions with the City Council, it was agreed to use the same consultants for the 2010 street reconstruction program that were used for the 2009 program, City staff asked Gorman Surveying, Inc. to provide a proposal for survey staking on South Grove reconstruction project. City staff has reviewed the proposal, work scope, and associated fee and found them comparable to past projects. Based upon these factors, it is recommended that Gorman Surveying, Inc., with their past experience and positive performance on previous South Grove projects, be selected as the surveyor for City Project No. 2010-09D – South Grove Urban Street Reconstruction Area 5,

Public Works recommends adoption of the resolution accepting the proposal from Gorman Surveying, Inc. in the amount of \$23,485.00 for survey staking for City Project No. 2009-09D – South Grove Urban Street Reconstruction Area 5.

SWD/kf

Attachments: Resolution  
 Proposal

**CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY**

**RESOLUTION ACCEPTING THE PROPOSAL FROM GORMAN SURVEYING, INC. FOR SURVEY STAKING FOR THE 2010 PAVEMENT MANAGEMENT PROGRAM – CITY PROJECT NO. 2010-09D – SOUTH GROVE URBAN STREET RECONSTRUCTION AREA 5 IN THE AMOUNT OF \$23,485.00**

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

**WHEREAS**, as part of the City's 2010 Pavement Management Program, City Project No. 2010-09D South Grove Urban Street Reconstruction Area 5 has been identified as an improvement project which will start in 2010; and

**WHEREAS**, in order to complete the surveying in a timely manner;

**WHEREAS**, City staff requested a proposal from Gorman Surveying, Inc.; and

**WHEREAS**, based on the experience, positive past performance, scope and associated fee for the proposed services, it was decided that Gorman Surveying, Inc. be selected as the construction surveying firm for the 2010 Pavement Management Program – City Project No. 2010-09D Urban Street Reconstruction South Grove Area 5.

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

1. The proposal of Gorman Surveying, Inc. is accepted and staff is authorized to enter into a contract with Gorman Surveying, Inc. in the amount of \$23,485.00 for survey staking services for the 2010 Pavement Management Program – City Project No. 2010-09D South Grove Urban Street Reconstruction Area 5.

Adopted by the City Council of Inver Grove Heights, Minnesota this 26th day of April 2010.

AYES:

NAYS:

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

ATTEST:

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



***Gorman Surveying, Inc.***

8640 Harriet Ave. So. Suite 102  
Bloomington, MN. 55420-2728  
www.gormansurveying.com

Phone: 952-346-8300  
Fax: 952-346-9110

Survey Proposal Bid Sheet

**2010 South Grove Street Reconstruction**  
**Construction Staking – Area 5 (Revised Bid)**

April 22, 2010

**To:** Steve W. Dodge, P.E.  
Assistant City Engineer  
City of Inver Grove Heights

**Project:** 2010 South Grove Street Reconstruction  
Construction Staking – Area 5  
City of Inver Grove Heights (2010-09D)

Gorman Surveying proposes to provide the following construction surveying services for the above project. One set of reference stakes for the following items:

**Base Bid: Construction Staking**

**Storm Sewer / Sanitary Sewer Section**

- Stake Manholes and Catch Basins (Double Offsets)
- Stake every 25 ft for first 100 ft out of Manholes
- Stake Pipe Length over 100ft at 50ft Intervals

**Concrete Curb and Gutter**

- Stake Curb Radius, Mid Points and PVI
- Stake One Side of Residential Driveways
- Stake 25ft Intervals for Curve Lengths
- Stake 50ft Intervals for Straight Lengths

**Watermain Section**

- Stake Hydrants, Gate Valves, Tees and Bends
- Stake 50ft Intervals for Pipe Length

**As-Built Survey upon Completion**

- Elevation on top of Hydrants (Level Loop Survey)
- Elevation on Manholes and Catch Basins

**Bid Alternates included in Base Bid**

- Dehrer Court Improvements (Alternate #1)
- Oaks/Conroy Trail Watermain Improvements (Alternate #2)

**Base Bid for Construction Staking.....\$23,485.00**

**NOTE:** Addendums have been viewed. Any additional surveying or extra work required due to revisions to the plans or as requested by the contractor will be performed at the following rate:

Field Survey Crew: ..... \$175.00/hour

We trust that this proposal will be of assistance and look forward to working with you.

Dan Gorman, Estimator

## CITY OF INVER GROVE HEIGHTS

## REQUEST FOR COUNCIL ACTION

**Resolution Receiving Quotes and Awarding Contract for the 2010 Pavement Management Program, City Project No. 2010-09H – South Grove Sod Repair Project**

Meeting Date: April 26, 2010  
 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

*SK*

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Consider resolution receiving quotes and awarding contract for the 2010 Pavement Management Program, City Project No. 2010-09H – South Grove Sod Repair Program.

**SUMMARY**

City staff solicited quotes from six contractors for three different strategies on repairing sod. Six contractors provided quotes which were opened on April 20, 2010.

Five contractors submitted quotes for sod repair using sod (see Table 1), one contractor submitted a quote for terra-seeding only (see Table 2). Terra-seeding utilizes a compost mix with seed to promote water retention and seed germination. They also provided a quote for over-seeding by terra-seeding (see Windscapes April 20, 2010 letter). Currently, Windscapes is the only contractor that provides terra-seeding.

Maps showing the project areas are attached (Exhibits 1 and 2). This program will replace boulevard sod that has perished on the 2007 and 2008 reconstruction projects.

The project was solicited with a timeline to start by May 15, 2010 and to be completed by June 15, 2010, with an additional maintenance (watering) period through August 20, 2010. The lowest quote for sod repair using over-seeding by terra-seeding is Windscapes at \$38,625.00. The City Council will recall that terra-seeding was used in the boulevard between the curb and walks on Clayton Avenue from 67th Street to 75th Street in 2009 with very good success (see Exhibit 3). The lowest quote for sod repair using sod was submitted by Total Repair Inc. at \$53,143.00.

Project funding is provided through Fund 440 – Pavement Management Capital Project fund.

It is recommended that the Council consider adopting a resolution receiving quotes and awarding the contract for sod based repairs to Total Repair Inc. in the amount of \$53,143.00. The City Council could consider the over-seeding alternate.

TJK/kf

Attachments: Resolution for sod replacement  
 Resolution for terra-seeding alternate  
 Table 1  
 Table 2  
 Windscapes letter dated April 20, 2010  
 Exhibit 1  
 Exhibit 2  
 Exhibit 3

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

**RESOLUTION RECEIVING QUOTES AND AWARDING CONTRACT FOR THE 2010 PAVEMENT  
MANAGEMENT PROGRAM, CITY PROJECT NO. 2010-09H – SOUTH GROVE SOD REPAIR TO  
TOTAL REPAIR INC. IN THE AMOUNT OF \$53,143.00**

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

**WHEREAS**, pursuant to solicitation for quotes for the 2010 Pavement Management Program, City Project No. 2010-09H, South Grove Sod Repair, quotes were received, opened, read, and tabulated. The following quotes were received complying with the solicitation.

<u>Contractor</u>	<u>Sod Quote</u>
Total Repair Inc.	\$53,143.00
Friedges Landscaping	\$57,365.00
Central Landscaping	\$82,255.00
Lino Lakes Landscaping	\$86,881.00
Jurik Sod Farms	\$89,220.00
	<u>Terra-Seeding Quote</u>
Windscares	\$70,100.00
	<u>Over-seeding by terra-seeding</u>
Windscares	\$38,625.00

**WHEREAS**, City Council has decided to accept the quote for sod replacement; and

**WHEREAS**, Total Repair Inc. is the lowest responsible quote with sod replacement.

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with Total Repair Inc., in the name of the City of Inver Grove Heights, for City Project No. 2010-09H, 2010 South Grove Sod Repair, according to plans and specifications therefore approved by the City Council and on file at the Office of the City Clerk.
2. Project financing shall be provided by Fund 440 Pavement Management Capital Project Fund.

Adopted by the City Council of Inver Grove Heights this 26th day of April 2010.

AYES:  
NAYS:

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

ATTEST:

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

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

**RESOLUTION RECEIVING QUOTES AND AWARDING CONTRACT FOR THE 2010 PAVEMENT  
MANAGEMENT PROGRAM, CITY PROJECT NO. 2010-09H – SOUTH GROVE SOD REPAIR TO  
WINDSCAPES IN THE AMOUNT OF \$38,625.00**

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

**WHEREAS**, pursuant to solicitation for quotes for the 2010 Pavement Management Program, City Project No. 2010-09H, South Grove Sod Repair, quotes were received, opened, read, and tabulated. The following quotes were received complying with the solicitation.

<u>Contractor</u>	<u>Sod Quote</u>
Total Repair Inc.	\$53,143.00
Friedges Landscaping	\$57,365.00
Central Landscaping	\$82,255.00
Lino Lakes Landscaping	\$86,881.00
Jurik Sod Farms	\$89,220.00
	<u>Terra-Seeding Quote</u>
Windscares	\$70,100.00
	<u>Over-seeding by terra-seeding</u>
Windscares	\$38,625.00

**WHEREAS**, City Council has decided to accept the quote for over-seeding by terra-seeding; and

**WHEREAS**, Windscares is the lowest responsible quote with the over-seeding by terra-seeding option.

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with Windscares, in the name of the City of Inver Grove Heights, for City Project No. 2010-09H, 2010 South Grove Sod Repair, according to plans and specifications therefore approved by the City Council and on file at the Office of the City Clerk.
2. Project financing shall be provided by Fund 440 Pavement Management Capital Project Fund.

Adopted by the City Council of Inver Grove Heights this 26th day of April 2010.

AYES:  
NAYS:

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

ATTEST:

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

TABLE 1: TABULATION OF QUOTES FOR SOD OPTION

Item No.	Mn/DOT No.	Description	Unit	Est. Quantity	Engineer's Estimate		Total Repair, Inc.		Friedges Landscaping		Central Landscaping		Lino Lakes Landscaping		Jirrik Sod Farms	
					Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	2021.501	Mobilization	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 860.00	\$ 860.00	\$ 1,000.00	\$ 1,000.00
2	2105.501	Common Excavation (1-1/2" Depth - EV)	CY	170	\$ 10.00	\$ 1,700.00	\$ 23.60	\$ 4,012.00	\$ 19.75	\$ 3,357.50	\$ 35.00	\$ 5,950.00	\$ 23.00	\$ 3,910.00	\$ 48.00	\$ 8,160.00
3	2105.604	Scarify Sod Areas (6" Depth)	SY	4000	\$ 3.00	\$ 12,000.00	\$ 0.56	\$ 2,240.00	\$ 0.75	\$ 3,000.00	\$ 1.50	\$ 6,000.00	\$ 1.30	\$ 5,200.00	\$ 0.71	\$ 2,840.00
4	2123.610	Street Sweeper w/Pick-up Broom	HR	10	\$ 100.00	\$ 1,000.00	\$ 80.00	\$ 800.00	\$ 95.00	\$ 950.00	\$ 100.00	\$ 1,000.00	\$ 125.00	\$ 1,250.00	\$ 150.00	\$ 1,500.00
5	2575.505	Sod, Type Lawn (w/Fertilizer)	SY	4000	\$ 3.50	\$ 14,000.00	\$ 3.35	\$ 13,400.00	\$ 3.65	\$ 14,600.00	\$ 5.35	\$ 21,400.00	\$ 6.40	\$ 25,600.00	\$ 5.95	\$ 23,800.00
6	2575.601	Type 1 Erosion Control Blanket with MN/Dot Seed Mix 270	SY	20	\$ 2.50	\$ 50.00	\$ 2.50	\$ 50.00	\$ 2.25	\$ 45.00	\$ 24.00	\$ 480.00	\$ 3.90	\$ 78.00	\$ 10.00	\$ 200.00
7	2105.526	Select Topsoil Borrow (LV)	CY	20	\$ 20.00	\$ 400.00	\$ 25.00	\$ 500.00	\$ 24.00	\$ 480.00	\$ 25.00	\$ 500.00	\$ 27.00	\$ 540.00	\$ 52.00	\$ 1,040.00
8	Special	Water Usage Allowance	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
<b>Area 1 Total:</b>					<b>\$32,650.00</b>	<b>\$24,002.00</b>	<b>\$26,432.50</b>	<b>\$37,830.00</b>	<b>\$38,938.00</b>	<b>\$40,040.00</b>						

Item No.	Mn/DOT No.	Description	Unit	Est. Quantity	Engineer's Estimate		Total Repair, Inc.		Friedges Landscaping		Central Landscaping		Lino Lakes Landscaping		Jirrik Sod Farms	
					Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	2021.501	Mobilization	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 860.00	\$ 860.00	\$ 1,000.00	\$ 1,000.00
2	2105.501	Common Excavation (1-1/2" Depth - EV)	CY	210	\$ 10.00	\$ 2,100.00	\$ 23.60	\$ 4,956.00	\$ 19.75	\$ 4,147.50	\$ 35.00	\$ 7,350.00	\$ 23.00	\$ 4,830.00	\$ 48.00	\$ 10,080.00
3	2105.604	Scarify Sod Areas (6" Depth)	SY	5000	\$ 3.00	\$ 15,000.00	\$ 0.56	\$ 2,800.00	\$ 0.75	\$ 3,750.00	\$ 1.50	\$ 7,500.00	\$ 1.30	\$ 6,500.00	\$ 0.71	\$ 3,550.00
4	2123.610	Street Sweeper w/Pick-up Broom	HR	12	\$ 100.00	\$ 1,200.00	\$ 80.00	\$ 960.00	\$ 95.00	\$ 1,140.00	\$ 100.00	\$ 1,200.00	\$ 125.00	\$ 1,500.00	\$ 150.00	\$ 1,800.00
5	2575.505	Sod, Type Lawn (w/Fertilizer)	SY	5000	\$ 3.50	\$ 17,500.00	\$ 3.35	\$ 16,750.00	\$ 3.45	\$ 17,250.00	\$ 4.95	\$ 24,750.00	\$ 6.40	\$ 32,000.00	\$ 5.95	\$ 29,750.00
6	2575.601	Type 1 Erosion Control Blanket with MN/Dot Seed Mix 270	SY	20	\$ 2.50	\$ 50.00	\$ 2.50	\$ 50.00	\$ 2.25	\$ 45.00	\$ 25.00	\$ 500.00	\$ 3.90	\$ 78.00	\$ 10.00	\$ 200.00
7	2105.526	Select Topsoil Borrow (LV)	CY	25	\$ 20.00	\$ 500.00	\$ 25.00	\$ 625.00	\$ 24.00	\$ 600.00	\$ 25.00	\$ 625.00	\$ 27.00	\$ 675.00	\$ 52.00	\$ 1,300.00
8	Special	Water Usage Allowance	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
<b>Area 2 Total:</b>					<b>\$40,350.00</b>	<b>\$29,141.00</b>	<b>\$30,832.50</b>	<b>\$44,425.00</b>	<b>\$47,943.00</b>	<b>\$49,180.00</b>						

Area 1 + Area 2 = \$73,000.00

\$82,255.00

\$57,365.00

\$86,881.00

**2010-09H: 2010 SOD REPAIR PROJECT**  
**TABLE 2: TABULATION OF QUOTES FOR TERRA SEEDING OPTION**

Area 1: 2007-09D Project Area									
Item No.	Mn/DOT No.	Description	Unit	Est. Quantity	Engineer's Estimate		Windscares		
					Unit Price	Total	Unit Price	Unit Price	Total
1	2021.501	Mobilization	LS	1	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ -
2	2105.501	Common Excavation (1-1/2" Depth - EV)	CY	170	\$ 10.00	\$ 1,700.00	\$ 70.00	\$ 11,900.00	\$ 11,900.00
3	2105.604	Scarify Sod Areas (6" Depth)	SY	4000	\$ 3.00	\$ 12,000.00	\$ 0.58	\$ 2,320.00	\$ 2,320.00
4	2123.610	Street Sweeper w/Pick-up Broom	HR	10	\$ 100.00	\$ 1,000.00	\$ 135.00	\$ 1,350.00	\$ 1,350.00
5	2575.601	Terraseeding (Lawn Mix w/Fertilizer)	SY	4000	\$ 3.50	\$ 14,000.00	\$ 3.30	\$ 13,200.00	\$ 13,200.00
6	2105.526	Select Topsoil Borrow (LV)	CY	20	\$ 20.00	\$ 400.00	\$ 58.00	\$ 1,160.00	\$ 1,160.00
7	Special	Water Usage Allowance	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
					<b>Area 1 Total: \$32,600.00</b>				

Area 2: 2008-09D Project Area									
Item No.	Mn/DOT No.	Description	Unit	Est. Quantity	Engineer's Estimate		Windscares		
					Unit Price	Total	Unit Price	Unit Price	Total
1	2021.501	Mobilization	LS	1	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ -
2	2105.501	Common Excavation (1-1/2" Depth - EV)	CY	210	\$ 10.00	\$ 2,100.00	\$ 70.00	\$ 14,700.00	\$ 14,700.00
3	2105.604	Scarify Sod Areas (6" Depth)	SY	5000	\$ 3.00	\$ 15,000.00	\$ 0.58	\$ 2,900.00	\$ 2,900.00
4	2123.610	Street Sweeper w/Pick-up Broom	HR	12	\$ 100.00	\$ 1,200.00	\$ 135.00	\$ 1,620.00	\$ 1,620.00
5	2575.601	Terraseeding (Lawn Mix w/Fertilizer)	SY	5000	\$ 3.50	\$ 17,500.00	\$ 3.30	\$ 16,500.00	\$ 16,500.00
6	2105.526	Select Topsoil Borrow (LV)	CY	25	\$ 20.00	\$ 500.00	\$ 58.00	\$ 1,450.00	\$ 1,450.00
7	Special	Water Usage Allowance	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
					<b>Area 2 Total: \$40,300.00</b>				

Area 1 + Area 2 = **\$72,900.00**

**\$38,670.00**



April 20, 2010

City of Inver Grove Heights  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077  
Attn: John Schmeling

John,

In reviewing your plan for the sod repair on previously constructed areas I have come up with some suggestions for this project and future projects. Due to the large amount of jumping around to touch up these areas, the cost to do this type of work can become very costly to do it right without cutting corners. You will see my cost to do the work as bid according to your specifications and I believe that you can cut them almost in half by changing things a bit while getting the same results.

My suggestions are as follows;

Have someone from the city highlight areas with a spray paint prior to starting the work and measure the square yardage of those areas for your quantities. Once this is complete; figure on calculating your cubic yardage to cover these areas at an approximate 1" depth with our terraseeding method, or more if the conditions will allow. Prior to seeding use an Aerevator to break up the soil compaction in the areas to be seeded which will not disturb the existing turf. Blend the terraseeding process into the existing turf areas that are thin so as to not disturb the good established existing turf. Finally maintain and warranty as you have described in your specifications. We have had great results with this method on other projects and as long as we can get about an inch of soil down with the seed without affecting the grades, the results will look like we sodded it pretty quick.

I've enclosed a proposal to do it with this option so you can see the savings on a project of this scope. If you have any questions please feel free to give me a call. Thanks for the opportunity.

Sincerely,

A handwritten signature in dark ink, appearing to read "Chuck Joswiak". The signature is fluid and cursive, with a large initial "C" and "J".

Chuck Joswiak  
Windscapes Inc.

# Proposal



1848 50TH STREET E., SUITE 104  
 INVER GROVE HEIGHTS, MN 55077  
 (651) 455-3993 FAX (651) 455-2998

www.mulchtruck.com

PROPOSAL SUBMITTED TO City of Inver Grove Heights		PHONE 651-450-2574	DATE 4/20/2010
STREET 8150 Barbara Ave.		JOB NAME 2010 Sod repair	
CITY, STATE and ZIP CODE Inver Grove Heights, MN 55077		JOB LOCATION Area 1 and Area 2	
ATTENTION John Schmeling	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

Quantity	Units	Type	Price
9000	Sq. Yds.	Aerevator subsoil preparation of areas highlighted by the city.	\$6,750.00
9000	Sq. Yds.	Terraseeding with a 1" layer of compost topsoil and seed mix .	\$29,700.00
5	Hours	Street sweeper w/ pickup broom.	\$675.00
1	LS	Water usage allowance.	\$1,500.00

- Notes:
- Seed and maintenance as per project specifications.
  - Approximatly 250 cubic yards of compost topsoil to be used.
  - Seed mix to be used is a sod like turf mix.
  - Starter fertilizer to be added to soil mixture.
  - Seeding to be completed by original specified dates.

**TOTAL BID AMOUNT \$38,625.00**

**WE PROPOSE** hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

**TERMS:** Half due now, remainder due upon completion of the job. dollars (\$ \$38,625.00 ).

Note: This proposal may be withdrawn if not accepted within 30 days.

Authorized Signature:

We accept  VISA  MASTERCARD  AMERICAN EXPRESS

Credit Card # \_\_\_\_\_ Exp. Date \_\_\_\_\_

Signature \_\_\_\_\_

After completion of job, please charge above c.c. for final payment

**OUR GUARANTEE:** All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. No retainer held in lieu of guarantee.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

## Acceptance of Proposal

I have read and understood the pre-lien notice on the reverse side of the pink copy of this proposal. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

EXHIBIT 3: TERRA SEEDING PHOTOS FROM THE 2009 CLAYTON AVENUE BOULEVARD RESTORATION

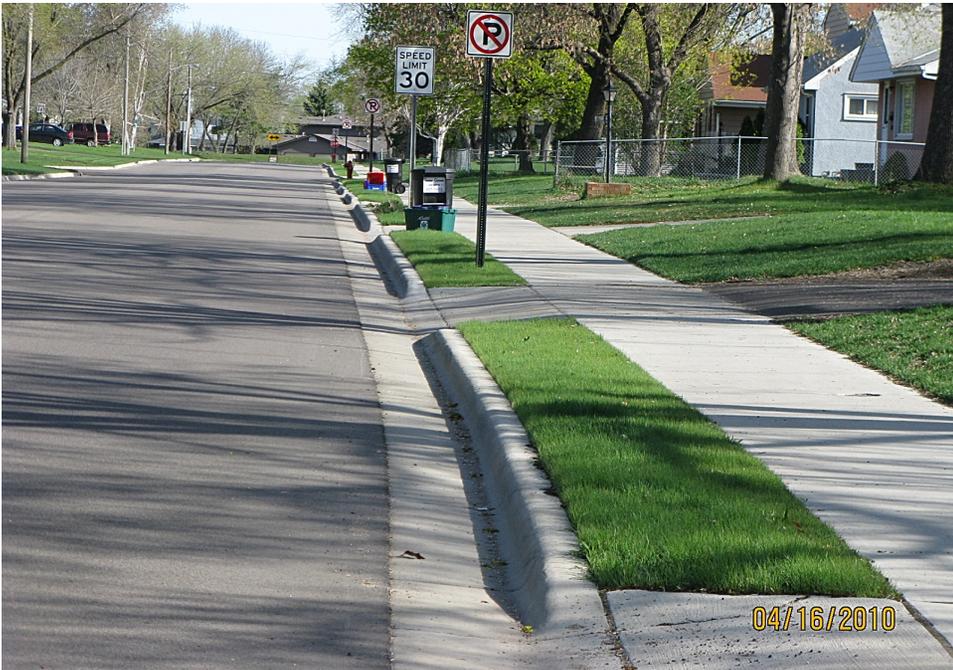


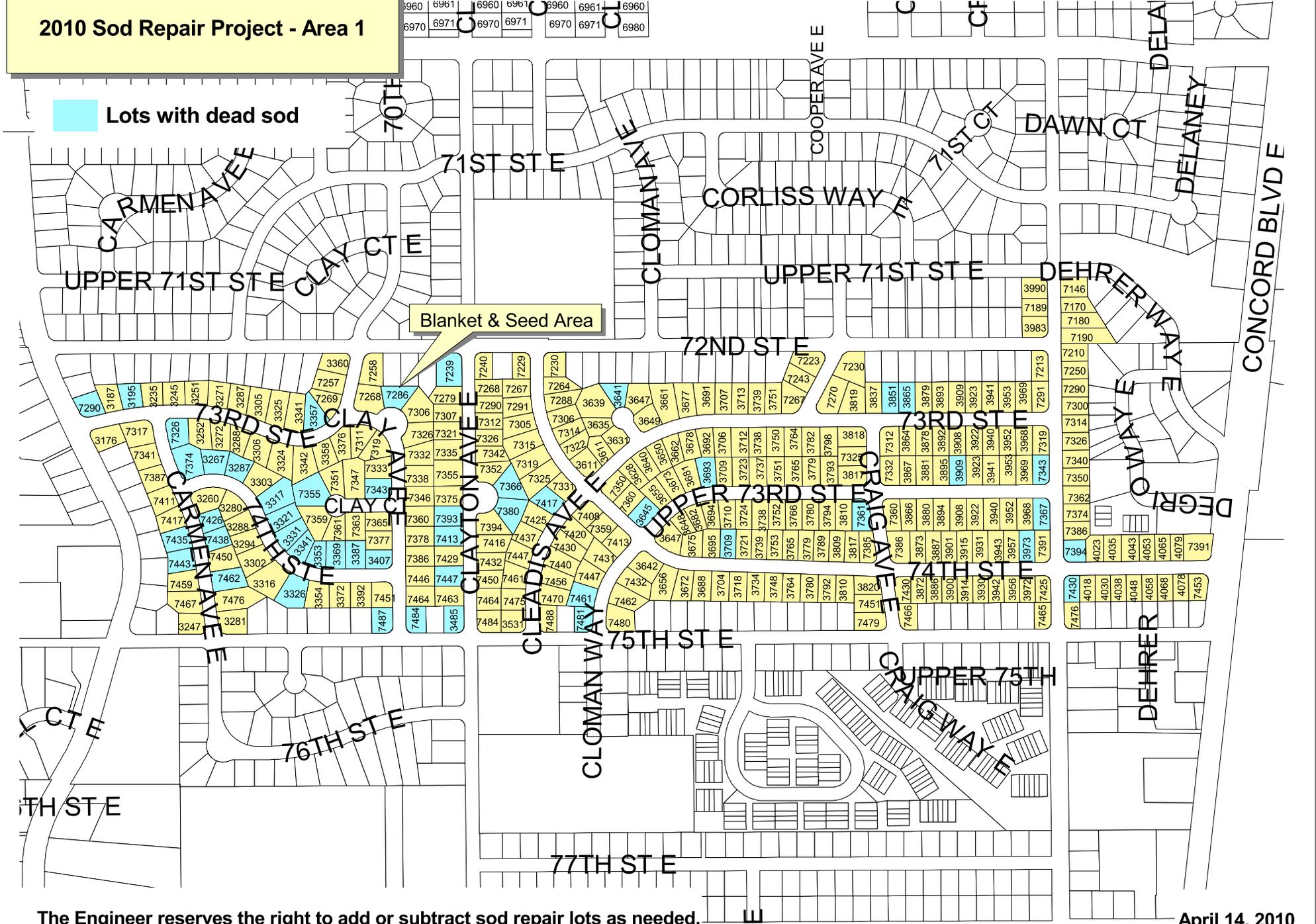
EXHIBIT 1: AREA 1 SOD REPAIR MAP

2010 Sod Repair Project - Area 1

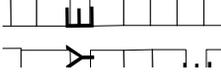
 Lots with dead sod

 Blanket & Seed Area

6960	6961	6960	6961	6960	6961	6960
6970	6971	6970	6971	6970	6971	6980



The Engineer reserves the right to add or subtract sod repair lots as needed.

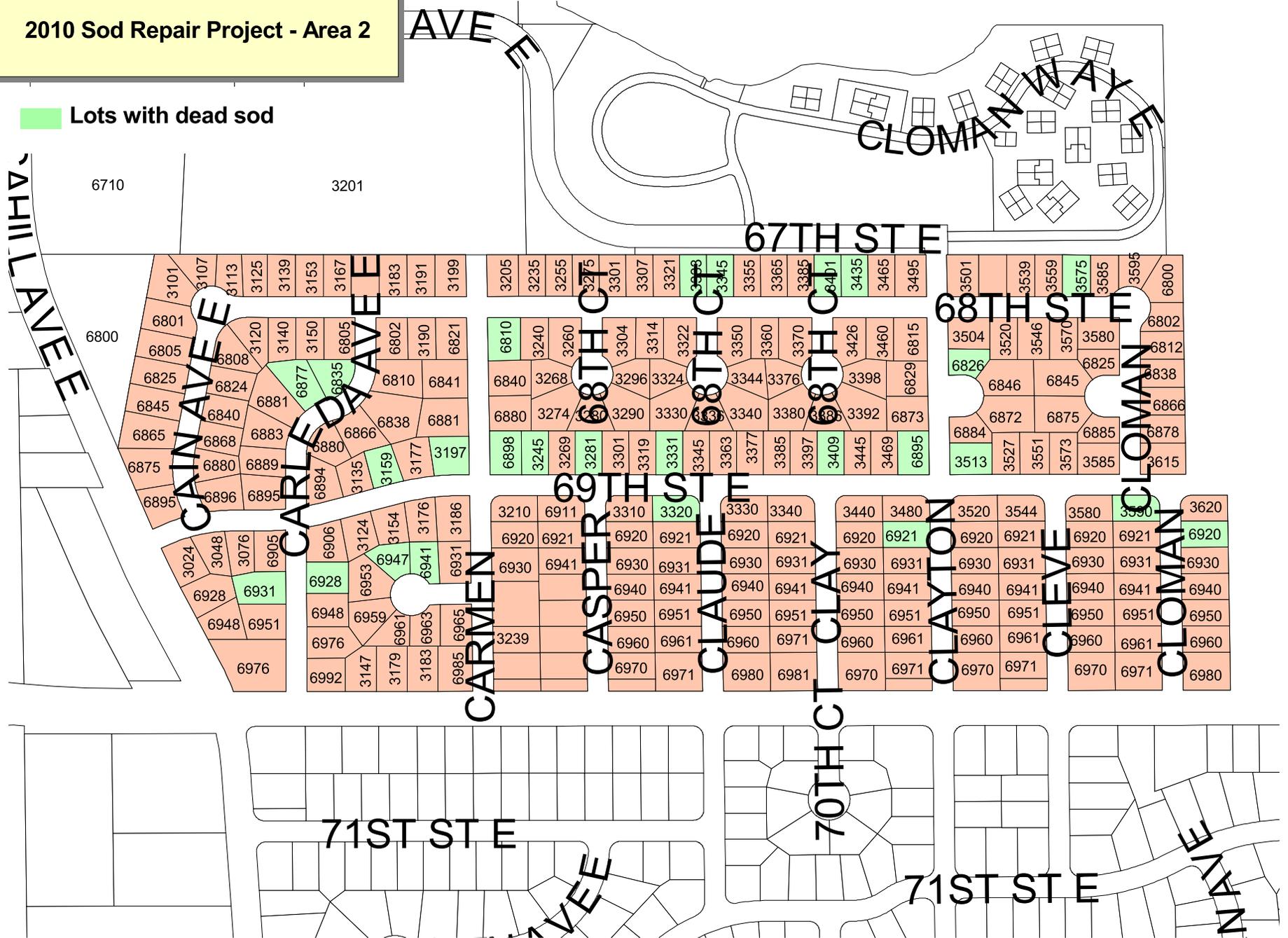


April 14, 2010

EXHIBIT 2: AREA 2 SOD REPAIR MAP

2010 Sod Repair Project - Area 2

 Lots with dead sod



The Engineer reserves the right to add or subtract sod repair lots as needed.

April 14, 2010

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Resolution Authorizing the City of Inver Grove Heights to Enter into Agreement No. 92316 for Railroad Crossing Signals with Mn/DOT and the Union Pacific Railroad Company**

Meeting Date: April 26, 2010  
 Item Type: Regular  
 Contact: Scott D. Thureen, 651.450.2571  
 Prepared by: Scott D. Thureen, Public Works Director

*SDT*

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

**PURPOSE/ACTION REQUESTED**

Consider resolution authorizing the City of Inver Grove Heights to enter into Agreement No. 92316 for railroad crossing signals with Mn/DOT and the Union Pacific Railroad Company.

**SUMMARY**

On November 7, 2006, the Council approved the City's cost participation in the installation of railroad crossing gates/signals at the intersection of Upper 71<sup>st</sup> Street East and the tracks at the Union Pacific Railroad Company (UPRR). The project is in the State Transportation Improvement Program for 2009-2012, and would be installed in 2010.

The attached agreement (No. 92316) defines the cost share responsibilities for the installation and maintenance of the crossing signals. The City's estimated share (\$20,901.15) would be funded from the Host Community Fund.

At its November 9, 2009 meeting, the Council directed staff to notify the residents in the vicinity of the proposed improvements. A letter was sent to the owners of parcels along River Road, explaining the project and asking for their input. I received four responses to the letter. None of the four saw a need for the project.

After the November 9, 2009 Council meeting, I contacted Mn/DOT to obtain additional history concerning the project. In 2005, the City requested that three at-grade railroad crossings be considered for safety improvements (65<sup>th</sup> Street and the UPRR, Upper 71<sup>st</sup> Street and the UPRR, and 105<sup>th</sup> Street and the UPRR). The safety review of these three crossings resulted in only the crossing at Upper 71<sup>st</sup> Street being recommended for safety improvements and being included in the list of approved projects. Funding is not available for the next highest priority crossing (105<sup>th</sup> Street) at this time, and the 65<sup>th</sup> Street crossing does not warrant safety improvements at this time.

At its March 22, 2010 Council meeting, the Council voted to decline the funding. Staff notified Mn/DOT of this decision. On March 24, 2010, Mn/DOT notified staff that the UPRR agreed to pay one-half the local cost share (5 percent of the project cost). With this contribution, the City's share is reduced to 5 percent of the project cost (\$20,901.15). Staff brought this information to the Council at its April 12 study meeting and was directed to bring the revised agreement to the April 26 Council meeting for reconsideration.

If the City decides not to proceed with the project, it should not affect eligibility for similar funding in the future. However, the crossing has been identified as needing safety improvements and, as such, probably carries a higher liability risk.

With regard to this project, I would defer to the Mn/DOT and railroad staff with experience and training in railroad crossing safety. If the City desires to keep this crossing for the long term, I recommend approval of the resolution that authorizes execution of the agreement with Mn/DOT and the UPRR.

SDT/kf

Attachments: Resolution  
 Agreement No. 92316

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

RESOLUTION AUTHORIZING THE CITY OF INVER GROVE HEIGHTS TO ENTER INTO AGREEMENT  
NO. 92316 WITH THE STATE OF MINNESOTA AND THE UNION PACIFIC RAILROAD COMPANY FOR  
THE INSTALLATION AND MAINTENANCE OF RAILROAD CROSSING SIGNALS AT THE  
INTERSECTION OF UPPER 71<sup>ST</sup> STREET EAST AND THE TRACKS OF THE UNION PACIFIC  
RAILROAD COMPANY IN INVER GROVE HEIGHTS, MN

RESOLUTION \_\_\_\_\_

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS THAT:** that the City of Inver Grove Heights enter into an agreement with the Union Pacific Railroad Company and the Commissioner of Transportation for the installation and maintenance of railroad crossing signals at the intersection of Upper 71<sup>s</sup>t Street (M125) with the tracks of the Union Pacific Railroad Company in Inver Grove Heights, Minnesota, and appointing the Commissioner of Transportation agent for the City to supervise said project and administer available Federal Funds in accordance with Minnesota Statute, Section 161.36. The City's share of the cost shall be 5 percent of the total signal cost.

**BE IT FURTHER RESOLVED** that the Mayor and Public Works Director be and they are hereby authorized to execute said agreement and any amendments thereto for and on behalf of the City.

Adopted by the City Council of the City of Inver Grove Heights this 26th day of April, 2010.

AYES:

NAYS:

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

ATTEST:

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