



INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, JUNE 14, 2010
8150 BARBARA AVENUE
7:30 P.M.

1. CALL TO ORDER
2. ROLL CALL
3. PRESENTATIONS:

A. Certificates of Appreciation – Citizen Advisory Commissions

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 – May 24, 2010 Regular Council Meeting _____
- B. Resolution Approving Disbursements for Period Ending June 9, 2010 _____
- C. Pay Voucher No. 1 for City Project No. 2009–24, Rock Island Swing Bridge Project _____
- D. Change Order No. 1 for City Project No. 2009–24, Rock Island Swing Bridge Project _____
- E. Pay Voucher No. 12 for City Project No. 2008–18, Public Safety Addition/City Hall Renovation _____
- F. Pay Voucher No. 3 for City Project 2008–18, Public Safety Addition/City Hall Renovation, Low Voltage Contractors _____
- G. Pay Voucher No. 6 for City Project No. 2008–09F, Salem Hills Farm Street Reconstruction/Mill and Overlay _____
- H. Approve Contract for Moving Services with Fluid, Inc. for Public Safety Addition/City Hall Renovation _____
- I. Approve Agreement with Dascom Systems Group, LLC for Moving and Installation of Cable Broadcasting Equipment for Public Safety Addition/City Hall Renovation _____
- J. Accept Proposal for Water Distribution System Leak Detection Services _____
- K. Resolution Receiving the Petition and Ordering the Preparation of a Feasibility Report for Street Light Improvements on Boyd Avenue East, from 80th Street East to 79th Street East _____
- L. Resolution Authorizing Preparation of Feasibility Report and Accepting Proposal from Bolton & Menk for the Possible Extension of Trunk Sanitary Sewer and Trunk Water Main to Properties _____
- M. Approve Replacement of Furnace and Air Conditioner at the Inver Wood Club House _____

- N. Resolution Approving Renewal of Premises Permit for MN/USA Wrestling, Inc. _____
- O. Schedule Public Hearing – New Liquor License _____
- P. Personnel Actions _____
- Q. Approve MAAG Joint Powers Agreement _____

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. **ADMINISTRATIVE HEARINGS:**

A. CITY OF INVER GROVE HEIGHTS; Starz Liquor License Violation Hearing _____

7. **REGULAR AGENDA:**

COMMUNITY DEVELOPMENT:

A. AMAZING GRACE LUTHERAN CHURCH; Consider the following Resolutions for property located at 7160 South Robert Trail:

- i) Major Site Plan Approval including an Improvement Agreement and Storm Water Maintenance Agreement to reconfigure and reconstruct the existing parking lot _____
- ii) Variance to allow a five foot side yard setback for a parking lot _____

B. SUPERSTOP; Consider the following for property located at 7030 Cahill Avenue:

- i) Ordinance **Rezoning** the property from B-2, Neighborhood Business to B-3, General Business _____
- ii) Resolution for a **Conditional Use Permit** to allow outdoor storage of U-Haul vehicles _____

PARKS AND RECREATION:

C. CITY OF INVER GROVE HEIGHTS; Consider Process for Updating the Master Plan for the Heritage Village Park Area _____

ADMINISTRATION:

D. CITY OF INVER GROVE HEIGHTS; Approve Change Order No. 10 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation _____

E. CITY OF INVER GROVE HEIGHTS; Approve Purchase of Task Chairs for Public Safety Addition/City Hall Renovation _____

F. CITY OF INVER GROVE HEIGHTS; Approve Purchase of Ancillary Furniture _____

G. CITY OF INVER GROVE HEIGHTS; Consider Ordinance Establishing an Absentee Ballot Board for the 2010 Primary and General Elections _____

PUBLIC WORKS:

- H. **CITY OF INVER GROVE HEIGHTS;** Acceptance of Bids and Award of Contract for 2010 Pavement Management Program – City Project No. 2010–12, 59th Street East Street Improvements _____
- I. **CITY OF INVER GROVE HEIGHTS;** Resolution Accepting the Proposal from Gorman Surveying, Inc. for Construction Staking Services for the 2010 Pavement Management Program – City Project No. 2010–12, 59th Street East Street Improvements ____ _____
- J. **CITY OF INVER GROVE HEIGHTS;** Resolution Accepting the Proposal from American Engineering Testing, Inc. for Materials Testing Services for the 2010 Pavement Management Program – City Project No. 2010–12, 59th Street East Street Improvements ____ _____

8. MAYOR AND COUNCIL COMMENTS

9. EXECUTIVE SESSION

- A. Pending Litigation (Attorney–Client Privilege)

10. ADJOURN

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, MAY 24, 2010 - 8150 BARBARA AVENUE**

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, May 24, 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, Chief Kleckner, and Deputy Clerk Rheume.

3. PRESENTATIONS: None.

4. CONSENT AGENDA:

Councilmember Klein removed Item 4I, Authorize Gorman Surveying to Conduct a Survey and Place Right-of-Way Markers on both sides of Dixie Avenue near Dickman Trail, and Item 4J, Accept Proposal for Forensic Investigation of Water Intrusion in the Public Works Maintenance Building, from the Consent Agenda.

Councilmember Piekarski Krech removed Item 4M, Resolution Awarding Contract for Lawn Care Services related to Nuisance Abatement, from the Consent Agenda.

- A. Minutes – May 10, 2010 Regular Council Meeting
- B. **Resolution No. 10-74** Approving Disbursements for Period Ending May 19, 2010
- C. Approve Correction to Change Order No. 1 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation – Dascom Systems Group, LLC
- D. Pay Voucher No. 3 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation – TRICOM Communications
- E. Pay Voucher No. 2 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation – Low Voltage Contractors
- F. **Resolution No. 10-75** Receiving Bids and Awarding Contract for the 2010 Pavement Management Program, City Project No. 2010-09A - Cracksealing
- G. **Resolution No. 10-76** Receiving Bids and Awarding Contract for the 2010 Pavement Management Program, City Project No. 2010-09B - Sealcoating
- H. **Resolution No. 10-77** of Municipal Concurrence with Dakota County's Action to Designate 80th Street (CR 28) from Babcock Trail to Concord Boulevard as a New County State Aid Highway (CSAH) and **Resolution No. 10-78** Authorizing Execution of an Agreement with Dakota County for Revocation of County State Aid Status for Segment of County State Aid Highway 32 (105th Street)
- K. **Resolution No. 10-79** Approving Construction Agreement for Street Lighting Facilities with Xcel Energy on Conroy Trail as part of City Project No. 2010-09D, South Grove Street Reconstruction – Area 5
- L. **Resolution No. 10-80** Terminating both a Conditional Use Permit for additional impervious surface and storm water maintenance agreement for property located at 11617 Aileron Court
- N. Personnel Actions
- O. Schedule Administrative Hearing
- P. Approve Massage Therapy Establishment License

Motion by Madden, second by Klein, to approve the Consent Agenda

Ayes: 5

Nays: 0 Motion carried.

- I. Authorize Gorman Surveying to Conduct a Survey and Place Right-of-Way Markers on both sides of Dixie Avenue near Dickman Trail

Frank Rauschnot, 6840 Dixie Avenue, stated the proposed survey is a waste of money. He explained that he offered to do the clean up himself and when he started to removed the rotted railroad ties it became an issue. He stated the area he wanted to clean up was less than 25 feet away from the telephone poles and there is supposed to be 30 feet of right-of-way there.

Mr. Thureen stated the City received requests from the residents and property owners on Dixie Avenue to conduct road repair activities. He explained the road is being affected by erosion of the road bed and the growth of trees on this narrow 30-foot right-of-way. He stated the railroad ties Mr. Rauschnot referenced have a function of drainage and their removal could cause additional problems. He noted staff attempted to locate the property lines and have been unable to do so. He stated the proposed survey would establish the right-of-way and allow for the development of a plan of action to implement the road repairs. He explained staff recommended that a licensed lead surveyor be hired to set the right-of-way because of neighborhood disputes in the area. He stated the total cost of the survey would be \$5,170 and the funding for the work would come from the Road Repair Fund.

Councilmember Klein questioned why they have to hire a surveyor when aerial photos and GPS information could be used to identify the approximate property lines.

Councilmember Piekarski Krech opined aerial photos and GPS information are not always accurate. She stated that field measurements are critical in the determination of exact boundaries.

Mayor Tourville opined that the City cannot guess where the location of the right-of-way is concerned. He stated the exact boundaries need to be established so the issues in the neighborhood can be resolved.

Councilmember Grannis asked if the City installed the railroad ties and if something would need to be done to deal with the drainage issues in the area.

Mr. Thureen stated the ties were privately installed and confirmed that something would need to be done to address the drainage issues.

Motion by Grannis, second by Piekarski Krech, to authorize Gorman Surveying to Conduct a Survey and Place Right-of-Way Markers on both sides of Dixie Avenue near Dickman Trail for a total cost of \$5,170.00

Ayes: 4

Nays: 1 (Klein) Motion carried.

- J. Accept Proposal for Forensic Investigation of Water Intrusion in the Public Works Maintenance Building

Councilmember Klein questioned why the City would pay for an investigation to determine where the leak is coming from when they know it is coming from the window. He opined that \$13,000 was a lot of money for just the investigation.

Mr. Thureen responded that initially it was thought the problem was with windows and further review indicated the window and mold problem may be due to water intrusion in other parts of the building envelope. He stated it is important to identify what is going on so the problem can be properly repaired.

Councilmember Piekarski Krech stated mold was discovered and the problem needs to be identified and properly fixed.

Mayor Tourville stated the first step is to identify where the problem is coming from so the issue can be properly addressed. He opined that he doesn't want to guess what the problem is and then find out the issue is much larger than anticipated.

Mr. Rauschnot commented that City staff should be able to figure out where the water is coming from.

Motion by Grannis, second by Madden, to Accept Proposal for Forensic Investigation of Water Intrusion in the Public Works Maintenance Building

Ayes: 4

Nays: 1 (Klein) Motion carried.

M. Resolution Awarding Contract for Lawn Care Services related to Nuisance Abatement

Councilmember Piekarski Krech stated the City needs to develop a protocol for bid processes because the current process is flawed.

Mayor Tourville stated there were a total of eight (8) jobs in 2009 and the contract amount is not a significant amount of money. He noted because the amount of work is so minimal there are a number of contractors who choose to not work with the City because it is not worthwhile to give up other jobs for the few times during the season that the City needs work done.

Councilmember Piekarski Krech stated her major issue is with who was actually contacted by the City. She reiterated that a protocol needs to be in place and the bids need to be compared on the same merits.

Mr. Lynch reviewed the process that was used to solicit bids from contractors and noted that a number of businesses chose not to respond the request. He explained that staff contacted personnel from neighboring cities and the approach varied in terms of process.

Councilmember Piekarski Krech opined that the City should be promoting the businesses in Inver Grove Heights.

Motion by Klein, second by Madden, to adopt Resolution No. 10-81 Awarding Contract for Lawn Care Services related to Nuisance Abatement to Juckel Lawn Care and Walker Lawn Care

Ayes: 4

Nays: 1 (Piekarski Krech) Motion carried.

5. PUBLIC COMMENT:

Ivan Ash expressed concerns with someone placing a mobile home on a piece of property in Ernster Park. He questioned whether or not the City allowed this to happen or if a piece of the park property was purchase from the City.

Mayor Tourville responded that Ernster Park property is not for sale and indicated that any decision to sell a piece of park property would first have to be presented to the Parks and Recreation Advisory Commission.

Mr. Carlson explained the issue is regarding potential park encroachments and staff is currently going through a process to identify park boundaries and possible encroachments.

6. PUBLIC HEARINGS:

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. LUTHER NISSAN KIA; Consider the following resolutions for property located at 1430 50th Street:

- i) A Conditional Use Permit Amendment to allow the Expansion of Outdoor Storage on the Existing Surface Parking Lot
- ii) A Conditional Use Permit to exceed 25% Impervious Surface coverage in the Shoreland Overlay District

Mr. Link explained the applicant is requesting a conditional use permit amendment to expand the outdoor vehicle storage area on the vacant lot north of Luther Nissan. He stated adding the additional storage

would increase the total impervious surface on the property from 13% to 45%, exceeding the maximum amount allowed in the shoreland district. He noted the vehicles stored on the northern lot are not displayed for sale and the general public is not allowed on the storage site. He stated Planning staff reviewed the request and found that it met all of the general conditional use permit criteria relating to the Comprehensive Plan and Zoning consistency, land use impacts such as setbacks, drainage, and aesthetics, environmental impacts, and public health and safety impacts. He concluded that both Planning staff and the Planning Commission recommended approval of the request.

Jon Baker, architect for the project, stated the applicant agrees with the conditions and noted there would not be a lot of impact involved to the existing operation.

Councilmember Klein clarified that there is adequate screening to keep the storage area out of view.

Mr. Baker indicated the northern lot would be expanded towards Best Buy and additional trees would be planted to further screen the property.

Motion by Piekarski Krech, second by Klein, to adopt Resolution No. 10-82 approving a Conditional Use Permit Amendment to allow the expansion of outdoor storage on the existing surface parking lot and Resolution No. 10-83 approving a Conditional Use Permit to exceed 25% impervious surface coverage in the Shoreland Overlay District

Ayes: 5

Nays: 0 Motion carried.

B. CITY OF INVER GROVE HEIGHTS; Consider the Second Reading of an Interim Ordinance related to Open Wood Burning Furnaces

Mr. Kuntz explained the proposed ordinance would place a moratorium on open wood burning furnaces for a 12 month period or until such time that the City Council adopts an ordinance regulating open wood burning furnaces. He stated no changes were made to the ordinance since the first reading and noted if the Council could unanimously agree to adopt the ordinance after two readings.

Armando Lissarrague, 11730 Albavar Path, expressed support of the moratorium and presented a letter to the City Council.

Motion by Klein, second by Madden, to receive letter presented by Armando Lissarrague

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech, second by Madden, to adopt Ordinance No. 1212, an interim ordinance relating to Open Wood Burning Furnaces

Ayes: 5

Nays: 0 Motion carried.

PARKS AND RECREATION:

C. CITY OF INVER GROVE HEIGHTS; Receive Inver Wood Golf Course Operational Assessment Study

Mr. Carlson stated Global Golf Advisors was hired to do an operational assessment of Inver Wood Golf Course. He explained the report was presented to the Council at a previous work session. He stated the City Council is being asked to formally receive the report and acknowledge that Global Golf Advisors completed the work they were hired to perform. He noted staff would continue update the Council on the progress at Inver Wood and would also continue to recommend the implementation of suggested changes from the study that they feel would be appropriate and in the best interest of Inver Wood. He reviewed some of the changes that have already been implemented based on recommendations included in the operational assessment.

Councilmember Grannis clarified that the assessment was public information and could be reviewed by

interested parties.

Allan Cederberg, 1162 East 82nd Street, stated the he hopes the recommendations of the operational assessment produce positive results at Inver Wood. He discussed the management of the course and asked the Council to get an opinion on the management from Global Golf Advisors.

Mayor Tourville stated that option was looked at and discussed at great length amongst the Council and the task force. He stated many positive comments regarding the management were included in the report received from Global Golf Advisors. He reiterated that the suggestions for improvement are being implemented.

Councilmember Grannis stated Global Golf Advisors recommended that the City retain the current manager because they found him to be very good and knowledgeable.

Councilmember Madden reiterated that the Council and staff will continue to look at improvements.

Mayor Tourville added that a number of focus groups were held outside of the task force to gain feedback on the golf course. He explained that the operational assessment did not recommend outsourcing the manager's position because it would not save the City any money and a change was not warranted.

Motion by Piekarski Krech, second by Klein, to receive the Inver Wood Golf Operational Assessment Study

Ayes: 5

Nays: 0 Motion carried.

ADMINISTRATION:

D. CITY OF INVER GROVE HEIGHTS; Consider Change Order No. 9 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation

Ms. Teppen provided an update on the whole project and stated that staff will be moving into the new Public Safety Addition at the end of July. She noted the last Council meeting in the existing building would most likely be July 26th. She explained the total cost for change order no. 9 is about \$35,680 for a revised contract total of \$11,815,612. She noted the project contingency balance is \$307,779.

Motion by Madden, second by Grannis, to approve Change Order No. 9 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation

Ayes: 4

Nays: 1 (Piekarski Krech) Motion carried.

E. CITY OF INVER GROVE HEIGHTS; Consider Advisory Board Applications and Appointments

Councilmember Grannis suggested starting with the Parks and Recreation Advisory Commission ballots.

Mayor Tourville gave interested applicants the opportunity to introduce themselves.

Motion by Madden, second by Klein, to appoint Wilfred Krech, James Huffman, and Chris Solberg to the Parks and Recreation Advisory Commission

Ayes: 5

Nays: 0 Motion carried.

Motion by Grannis, second by Piekarski Krech, to appoint Dennis Wipperman, Mike Schaeffer, & Patricia Simon to the Planning Commission

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech, second by Klein, to appoint Jordan Dols and Jason Franke to the Convention and Visitors Bureau

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech, second by Grannis, to appoint Susan Burke to the Environmental Commission

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech, second by Klein, to appoint Mark Storo and Ronald Sieloff to the Aircraft Noise Abatement Commission

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS:

Councilmember Madden reminded everyone about the meaning of Memorial Day.

9. ADJOURN: Motion by Piekarski Krech, second by Grannis, to adjourn. The meeting was adjourned by a unanimous vote at 9:00 p.m.

DRAFT

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: June 14, 2010
 Item Type: Consent
 Contact: Cathy Shea 651-450-2521
 Prepared by: Cathy Shea Asst. Finance Director
 Reviewed by: N/A

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

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of May 20, 2010 to June 9, 2010.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending June 9, 2010. The detail of these disbursements is attached to this memo.

General & Special Reveune	\$201,006.00
Debt Service & Capital Projects	1,333,047.89
Enterprise & Internal Service	251,205.53
Escrows	3,807.89
	<hr/>
Grand Total for All Funds	<u><u>\$1,789,067.31</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 May 20, 2010 to June 9, 2010 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING JUNE 9, 2010**

WHEREAS, a list of disbursements for the period ending June 9, 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	\$ 201,006.00
Debt Service & Capital Projects	1,333,047.89
Enterprise & Internal Service	251,205.53
Escrow	<u>3,807.89</u>
Grand Total for All Funds	<u>\$ 1,789,067.31</u>

Adopted by the City Council of Inver Grove Heights this 14th day of June, 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
05/24/2010	100396	OLD WORLD PIZZA	COUNCIL MTG	101-1000-413.50-75		5/2010	81.86
						* Total	81.86
05/26/2010	100398	ACE PAINT & HARDWARE	501128	101-6000-451.40-40		5/2010	75.76
			502491	101-5200-443.60-16		5/2010	12.79
			502554	101-4200-423.40-42		5/2010	7.00
						* Total	95.55
05/26/2010	100406	BARNA, GUZY, & STEFFEN	67337	101-1100-413.30-43		5/2010	732.00
						* Total	732.00
05/26/2010	100407	BERGUM, ERIC	fuel	101-4200-423.50-65		5/2010	133.14
			meal - appleton	101-4200-423.50-75		5/2010	82.01
						* Total	215.15
05/26/2010	100409	BUCKLEY, BRANDON	mileage - training	101-4200-423.50-65		5/2010	17.00
						* Total	17.00
05/26/2010	100412	CITY OF SAINT PAUL	114020	101-5200-443.60-16		5/2010	2,059.16
						* Total	2,059.16
05/26/2010	100416	COPY RIGHT	47338	101-4000-421.50-30		5/2010	72.59
						* Total	72.59
05/26/2010	100417	DAKOTA COMMUNICATIONS C	201006	101-4000-421.70-30		5/2010	24,934.00
			201006	101-4200-423.70-50		5/2010	12,467.00
						* Total	37,401.00
05/26/2010	100418	DAKOTA CTY TREASURER-AU	MAR 2010	101-4000-421.70-30		5/2010	1,339.50
			MAR 2010	101-4200-423.70-50		5/2010	1,386.50
			MAR 2010	101-5200-443.30-70		5/2010	47.00
						* Total	2,773.00
05/26/2010	100419	DANNER LANDSCAPING	7230	101-6000-451.40-47		5/2010	2,972.46
			7231	101-6000-451.60-16		5/2010	33.40
						* Total	3,005.86
05/26/2010	100426	ESCH CONSTRUCTION SUPPL	451397	101-5200-443.60-16		5/2010	852.86
						* Total	852.86
05/26/2010	100429	G & K SERVICES	1182395967	101-5200-443.60-45		5/2010	15.44
			1182395967	101-6000-451.60-45		5/2010	57.38
						* Total	72.82
05/26/2010	100432	GERTENS	196082	101-6000-451.60-16		5/2010	236.25
			196251	101-6000-451.60-16		5/2010	73.65
			196251	101-6000-451.60-30		5/2010	20.22
			196609	101-6000-451.60-16		5/2010	31.06
			196609	101-6000-451.60-40		5/2010	38.55
						* Total	399.73
05/26/2010	100433	GRAINGER	9244332277	101-4200-423.40-40		5/2010	442.46
						* Total	442.46

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/26/2010	100437	HEALTHEAST MEDICAL TRAN	run 1014058	101-4000-421.30-70		5/2010	85.00
						* Total	85.00
05/26/2010	100440	HOME DEPOT CREDIT SERVI	acct 6035322502554813	101-4200-423.60-11		5/2010	81.32
			acct 6035322502554813	101-4200-423.60-18		5/2010	122.64
			acct 6035322502554813	101-4200-423.60-65		5/2010	104.49
						* Total	308.45
05/26/2010	100441	HOME DEPOT CREDIT SERVI	acct 6035322502061959	101-6000-451.40-40		5/2010	20.00
						* Total	20.00
05/26/2010	100445	INVERCITY PRINTING INC	91226	101-3300-419.50-30		5/2010	253.86
						* Total	253.86
05/26/2010	100446	J-C PRESS	302147	101-1100-413.50-32		5/2010	3,639.09
						* Total	3,639.09
05/26/2010	100448	JTD INC SPORTS TURF SPE	474B	101-6000-451.60-30		5/2010	881.72
			474B	101-6000-451.60-35		5/2010	184.36
						* Total	1,066.08
05/26/2010	100450	KERN, DEWENTER, VIERE,	110786	101-2000-415.30-10		5/2010	5,380.00
						* Total	5,380.00
05/26/2010	100452	LANOUE, ANN	mn gfoa meeting-mileage	101-2000-415.50-65		5/2010	19.50
			mn gfoa meeting-fee	101-2000-415.50-75		5/2010	15.00
						* Total	34.50
05/26/2010	100455	LEAGUE OF MN CITIES	141971	101-6000-451.50-80		5/2010	20.00
			142363	101-1000-413.50-80		5/2010	295.00
						* Total	315.00
05/26/2010	100456	LOCAL GOVERNMENT INFORM	32174	101-4000-421.70-30		5/2010	3,830.00
						* Total	3,830.00
05/26/2010	100462	MCFOA	2010 renewal/m. rheaume	101-1100-413.50-70		5/2010	35.00
						* Total	35.00
05/26/2010	100464	MENARDS - WEST ST. PAUL	45251	101-6000-451.60-65		5/2010	64.76
						* Total	64.76
05/26/2010	100466	MIKE'S SHOE REPAIR, INC	5142010	101-4200-423.30-70		5/2010	21.00
			5172010	101-4200-423.30-70		5/2010	99.00
						* Total	120.00
05/26/2010	100467	MINNEAPOLIS OXYGEN CO.	RI041003436	101-4200-423.40-42		5/2010	12.82
						* Total	12.82
05/26/2010	100469	MN CONWAY FIRE & SAFETY	391077	101-4200-423.70-50		5/2010	397.18
						* Total	397.18
05/26/2010	100474	MN LIFE INSURANCE CO	policy 27324	101-0000-203.09-00		5/2010	1,872.22
			policy 27324	101-1100-413.20-62		5/2010	67.14

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/26/2010	100474	MN LIFE INSURANCE CO	policy 27324	101-2000-415.20-62		5/2010	96.63
			policy 27324	101-3000-419.20-62		5/2010	39.41
			policy 27324	101-3200-419.20-62		5/2010	30.53
			policy 27324	101-3300-419.20-62		5/2010	58.51
			policy 27324	101-4000-421.20-62		5/2010	495.67
			policy 27324	101-4200-423.20-62		5/2010	41.08
			policy 27324	101-5000-441.20-62		5/2010	23.36
			policy 27324	101-5100-442.20-62		5/2010	102.87
			policy 27324	101-5200-443.20-62		5/2010	74.26
			policy 27324	101-6000-451.20-62		5/2010	94.29
						* Total	2,995.97
05/26/2010	100476	MN WANNER COMPANY	4239	101-6000-451.60-40		5/2010	211.32
						* Total	211.32
05/26/2010	100477	MTI DISTRIBUTING CO	729543	101-6000-451.40-47		5/2010	447.06
						* Total	447.06
05/26/2010	100478	NEXTEL COMMUNICATIONS	acct 266948529	101-4000-421.50-20		5/2010	705.67
						* Total	705.67
05/26/2010	100479	NEXTEL COMMUNICATIONS	acct 573073317	101-1100-413.50-20		5/2010	38.06
						* Total	38.06
05/26/2010	100481	NEXTEL COMMUNICATIONS	acct 487383319	101-6000-451.50-20		5/2010	453.90
						* Total	453.90
05/26/2010	100487	QWEST	acct 6514530219	101-6000-451.50-20		5/2010	41.60
						* Total	41.60
05/26/2010	100488	QWEST	acct 6515520672	101-6000-451.50-20		5/2010	41.60
						* Total	41.60
05/26/2010	100491	RESCUEPAX, LLC	47	101-4200-423.60-40		5/2010	592.50
						* Total	592.50
05/26/2010	100493	RIVER HEIGHTS CHAMBER O	340	101-1100-413.50-70		5/2010	155.53
						* Total	155.53
05/26/2010	100495	SA-AG INC	65691	101-5200-443.60-16		5/2010	133.28
						* Total	133.28
05/26/2010	100496	SHEA, CATHY	mn gfoa meeting fee	101-2000-415.50-75		5/2010	15.00
						* Total	15.00
05/26/2010	100497	SOLBERG AGGREGATE CO	4193	101-6000-451.40-47		5/2010	418.91
						* Total	418.91
05/26/2010	100498	SOUTH EAST TOWING	168921	101-4000-421.60-65		5/2010	181.69
						* Total	181.69
05/26/2010	100499	SPRINT	acct 641378810	101-4200-423.50-20		5/2010	39.99
						* Total	39.99

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05/26/2010	100500	SPRINT	acct 266183728068	101-4200-423.50-20		5/2010	993.22
						* Total	993.22
05/26/2010	100501	SPRINT	acct 166309819	101-4000-421.50-20		5/2010	260.00
						* Total	260.00
05/26/2010	100503	STORO, MARK	damaged mail box	101-5200-443.60-16		5/2010	50.08
						* Total	50.08
05/26/2010	100506	TAB PRODUCTS CO. LLC	1910701	101-4000-421.60-40		5/2010	262.21
						* Total	262.21
05/26/2010	100510	TIMESAVER OFF SITE SECR	APR 26 MAY 10	101-1100-413.30-70 101-1100-413.30-70		5/2010 5/2010	250.63 228.00
						* Total	478.63
05/26/2010	100512	TOTAL CONSTRUCTION & EQ	46986 46987 46988	101-6000-451.40-40 101-6000-451.40-47 101-6000-451.40-40		5/2010 5/2010 5/2010	879.69 1,282.31 91.27
						* Total	2,253.27
05/26/2010	100517	TWIN CITIES OCCUPATIONA	101663628	101-1100-413.30-50		5/2010	25.00
						* Total	25.00
05/26/2010	100518	TWIN CITY PALLET INC	22915	101-6000-451.60-16		5/2010	41.68
						* Total	41.68
05/26/2010	100526	XCEL ENERGY	acct 5151854463	101-4000-421.40-42		5/2010	23.57
						* Total	23.57
05/26/2010	100527	XCEL ENERGY	acct 5147791673 acct 5147791673	101-6000-451.40-10 101-6000-451.40-20		5/2010 5/2010	209.84 359.88
						* Total	569.72
06/03/2010	100529	ACE PAINT & HARDWARE	502599 502670	101-5200-443.60-16 101-5200-443.60-16		5/2010 6/2010	4.80 32.05
						* Total	36.85
06/03/2010	100530	AFSCME COUNCIL 5	5/15 - 5-28	101-0000-203.10-00		6/2010	840.53
						* Total	840.53
06/03/2010	100531	BIKE KING	650065	101-4000-421.40-42		6/2010	186.07
						* Total	186.07
06/03/2010	100535	COLLINS ELECTRICAL CONS	103071701	101-5200-443.40-46		5/2010	108.29
						* Total	108.29
06/03/2010	100537	DANNER LANDSCAPING	7246	101-5200-443.60-16		5/2010	117.56
						* Total	117.56
06/03/2010	100544	FOLMAR, SEAN	EXPENSE REPORT	101-4000-421.50-75		6/2010	177.15
						* Total	177.15

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06/03/2010	100545	G & K SERVICES	acct 7494701	101-5200-443.60-45		5/2010	15.44
			acct 7494701	101-6000-451.60-45		5/2010	23.63
						* Total	39.07
06/03/2010	100547	GERTENS	197050	101-5200-443.40-47		5/2010	294.91
						* Total	294.91
06/03/2010	100549	GRAINGER	9252528808	101-5200-443.60-16		5/2010	47.68
						* Total	47.68
06/03/2010	100552	HER, STEVE	lunch - training	101-4000-421.50-75		6/2010	8.78
						* Total	8.78
06/03/2010	100553	HOME DEPOT CREDIT SERVI	acct 6035322502061959	101-5200-443.60-16		6/2010	175.50
						* Total	175.50
06/03/2010	100554	IKON OFFICE SOLUTIONS	acct 1452531017392	101-6000-451.40-65		6/2010	29.28
						* Total	29.28
06/03/2010	100555	INFINITY WIRELESS	27721	101-4200-423.40-42		6/2010	130.00
						* Total	130.00
06/03/2010	100557	INVER GROVE FORD	MAY RENTAL	101-4000-421.70-30		6/2010	266.88
						* Total	266.88
06/03/2010	100558	IUOE	5/15 - 5-28	101-0000-203.10-00		6/2010	1,433.31
						* Total	1,433.31
06/03/2010	100559	J-C PRESS	JCP1375	101-3300-419.50-30		6/2010	235.13
						* Total	235.13
06/03/2010	100565	KLECKNER, CHARLES	EXPENSE REPORT	101-4000-421.60-65		6/2010	96.92
						* Total	96.92
06/03/2010	100567	LANOUE, ANN	cardstock-budget bk cvers	101-2000-415.50-30		6/2010	13.38
						* Total	13.38
06/03/2010	100569	LELS	5/15 - 5-28	101-0000-203.10-00		6/2010	1,170.00
						* Total	1,170.00
06/03/2010	100570	LELS SERGEANTS	5/15 - 5-28	101-0000-203.10-00		6/2010	210.00
						* Total	210.00
06/03/2010	100578	MN FIRE CHIEF MAGAZINE	176	101-4200-423.50-70		6/2010	30.00
						* Total	30.00
06/03/2010	100579	MN NCPERS LIFE INSURANC	5/15 - 5-28	101-0000-203.16-00		6/2010	384.00
						* Total	384.00
06/03/2010	100580	NEENAH FOUNDRY COMPANY	57430	101-5200-443.40-47		6/2010	145.35
						* Total	145.35
06/03/2010	100581	NEXTEL COMMUNICATIONS	acct 249383315	101-5200-443.50-20		5/2010	245.96

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	245.96
06/03/2010	100582	NEXTEL COMMUNICATIONS	acct 634573312	101-3300-419.50-20		6/2010	211.24
						* Total	211.24
06/03/2010	100585	PETERSEN, TRACY	lowes - garden plats	101-6000-451.60-40		6/2010	233.65
						* Total	233.65
06/03/2010	100589	RCM SPECIALTIES INC	3040	101-5200-443.40-46		6/2010	3,937.50
			3041	101-5200-443.40-46		6/2010	1,968.75
			3042	101-5200-443.40-46		6/2010	3,937.50
						* Total	9,843.75
06/03/2010	100592	S & T OFFICE PRODUCTS	1221	101-3200-419.60-10		6/2010	54.63
			1294	101-5100-442.60-65		6/2010	590.09
			1295	101-3000-419.60-10		6/2010	94.79
			1295A	101-3000-419.60-10		6/2010	5.44
			1298	101-2000-415.60-65		6/2010	155.50
			1300	101-1100-413.50-70		6/2010	16.25
						* Total	916.70
06/03/2010	100594	T MOBILE	acct 494910368	101-5100-442.50-20		6/2010	49.99
						* Total	49.99
06/03/2010	100595	TDS METROCOM	acct 6515540132	101-4000-421.50-20		6/2010	130.27
			acct 6515540132	101-4200-423.50-20		6/2010	156.16
			acct 6515540132	101-6000-451.50-20		6/2010	34.92
						* Total	321.35
06/03/2010	100597	TOTAL CONSTRUCTION & EQ	47059	101-5400-445.30-70		6/2010	310.09
						* Total	310.09
06/03/2010	100599	TRACTOR SUPPLY CREDIT P	acct 6035301200183679	101-5200-443.60-16		6/2010	63.09
			acct 6035301200183679	101-6000-451.60-40		6/2010	68.02
			acct 6035301200183679	101-6000-451.60-65		6/2010	532.35
						* Total	663.46
06/03/2010	100602	TWIN CITIES OCCUPATIONA	101661166	101-1100-413.30-50		6/2010	105.00
						* Total	105.00
06/03/2010	100603	UNITED WAY	5/15 - 5-28	101-0000-203.13-00		6/2010	178.00
						* Total	178.00
06/03/2010	100604	USA MOBILITY WIRELESS I	T6119266E	101-4000-421.50-20		6/2010	15.70
						* Total	15.70
06/03/2010	100606	VIKING INDUSTRIAL CENTE	249259	101-5200-443.60-16		6/2010	199.86
						* Total	199.86
06/03/2010	100607	WAL-MART BUSINESS	acct 6032202530257113	101-4000-421.60-65		6/2010	8.03
						* Total	8.03
06/03/2010	100609	WSB & ASSOCIATES, INC.	19	101-5100-442.50-30		6/2010	469.00

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						* Total	469.00
06/03/2010	100610	XCEL ENERGY	acct 5183943582	101-5400-445.40-20		6/2010	32.37
						* Total	32.37
06/09/2010	100617	ACE PAINT & HARDWARE	502611	101-4200-423.40-42		6/2010	43.00
			502621	101-4200-423.60-65		6/2010	9.60
			502657	101-6000-451.60-16		6/2010	10.14
			561317	101-6000-451.60-16		6/2010	12.79
						* Total	75.53
06/09/2010	100622	BAARS MECHANICAL, INC.	32L	101-6000-451.40-40		6/2010	469.74
			47L	101-6000-451.40-47		6/2010	144.48
			54L	101-6000-451.40-40		6/2010	151.49
			55L	101-6000-451.40-40		6/2010	248.17
						* Total	1,013.88
06/09/2010	100623	BATTERIES PLUS	030500242	101-4000-421.60-65		6/2010	125.03
						* Total	125.03
06/09/2010	100626	CEAM C/O LEAGUE OF MN C	membership-steve dodge	101-5100-442.50-70		6/2010	60.00
						* Total	60.00
06/09/2010	100628	CLAREY'S SAFETY EQUIPME	133170	101-4200-423.60-40		6/2010	995.00
						* Total	995.00
06/09/2010	100630	COLE PAPERS INC	8493101	101-6000-451.60-11		6/2010	524.95
						* Total	524.95
06/09/2010	100633	CULLIGAN	acct 157984591188	101-4200-423.60-65		6/2010	66.50
						* Total	66.50
06/09/2010	100634	CULLIGAN	acct 157984591006	101-4200-423.70-50		6/2010	5.30
						* Total	5.30
06/09/2010	100636	DAKOTA COMMUNICATIONS C	may 2010	101-4000-421.70-30		6/2010	24,934.00
			may 2010	101-4200-423.70-50		6/2010	12,467.00
						* Total	37,401.00
06/09/2010	100638	DAKOTA CTY TREASURER	notary - kathy fischer	101-5000-441.50-70		6/2010	100.00
						* Total	100.00
06/09/2010	100644	DANNER LANDSCAPING	7248	101-6000-451.60-16		6/2010	53.44
						* Total	53.44
06/09/2010	100645	DCA TITLE	A1059296	101-6000-451.30-70		6/2010	1,220.00
						* Total	1,220.00
06/09/2010	100647	DCA TITLE	10030168X	101-1100-413.30-42		6/2010	450.00
						* Total	450.00
06/09/2010	100648	DON PIEHL	158365	101-6000-451.60-40		6/2010	52.05
						* Total	52.05

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06/09/2010	100652	FEDEX KINKO'S	acct 99800167010000	101-2000-415.50-30		6/2010	647.83
						* Total	647.83
06/09/2010	100660	GTS	workshop	101-3200-419.50-80		6/2010	150.00
						* Total	150.00
06/09/2010	100661	GUSTAFSON, LORI	plats-comm. garden	101-6000-451.60-65		6/2010	37.34
						* Total	37.34
06/09/2010	100663	HEIKES FARMS	17102	101-6000-451.30-70		6/2010	1,950.00
						* Total	1,950.00
06/09/2010	100664	HELENA CHEMICAL COMPANY	134715710	101-6000-451.60-35		6/2010	1,135.55
						* Total	1,135.55
06/09/2010	100665	HILLYARD INC	6260363	101-4200-423.60-11		6/2010	289.20
						* Total	289.20
06/09/2010	100666	IAAI	renewal; jeff schadegg	101-4200-423.50-70		6/2010	75.00
						* Total	75.00
06/09/2010	100669	INVERCITY PRINTING INC	104045	101-3300-419.50-30		6/2010	161.58
						* Total	161.58
06/09/2010	100673	KERN, DEWENTER, VIERE,	110794	101-2000-415.30-10		6/2010	2,000.00
						* Total	2,000.00
06/09/2010	100677	LANDSCAPE STRUCTURES, I	M72984	101-6000-451.60-66		6/2010	724.94
						* Total	724.94
06/09/2010	100678	LEXISNEXIS	acct 1369635	101-4000-421.50-20		6/2010	30.00
						* Total	30.00
06/09/2010	100680	LIVGARD, JUDY	shelter rental	101-1100-413.30-50		6/2010	49.00
						* Total	49.00
06/09/2010	100681	LOCAL GOVERNMENT INFORM	31824	101-4000-421.70-30		6/2010	6,381.00
						* Total	6,381.00
06/09/2010	100683	MCMONIGAL, MIKE	boxing gloves-workout rom	101-4200-423.60-65		6/2010	26.75
						* Total	26.75
06/09/2010	100685	MELDE, JOE	plats - comm. garden	101-6000-451.60-65		6/2010	15.85
						* Total	15.85
06/09/2010	100686	MENARDS - WEST ST. PAUL	acct 30170270	101-6000-451.60-12		6/2010	20.23
			acct 30170270	101-6000-451.60-40		6/2010	18.17
			50070	101-5200-443.60-16		6/2010	211.42
						* Total	249.82
06/09/2010	100688	MIRACLE RECREATION EQUI	698831	101-6000-451.40-47		6/2010	712.07
						* Total	712.07

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06/09/2010	100691	MOORE MEDICAL LLC	81290627	101-4200-423.60-40		6/2010	629.46
						* Total	629.46
06/09/2010	100692	MOST DEPENDABLE FOUNTAI	18740	101-6000-451.60-40		6/2010	91.00
						* Total	91.00
06/09/2010	100693	MTI DISTRIBUTING CO	731090	101-6000-451.40-47		6/2010	367.99
						* Total	367.99
06/09/2010	100694	MUNICIPAL SOFTWARE CORP	224	101-3300-419.40-49		6/2010	8,060.00
						* Total	8,060.00
06/09/2010	100697	NORTHWEST LASERS, INC.	S100045865	101-5100-442.60-65		6/2010	336.50
						* Total	336.50
06/09/2010	100705	PONTEM SOFTWARE BY RIA	36299	101-1100-413.40-44		6/2010	738.00
						* Total	738.00
06/09/2010	100709	QWEST	acct 6514577674	101-6000-451.50-20		6/2010	41.60
						* Total	41.60
06/09/2010	100710	QWEST	acct 6514577671	101-6000-451.50-20		6/2010	41.60
						* Total	41.60
06/09/2010	100717	SALSCHIEDER, TIM	EXPENSE REPORT	101-4200-423.50-65		6/2010	18.00
						* Total	18.00
06/09/2010	100720	SAM'S CLUB	acct 7715090401334891	101-4200-423.60-10		6/2010	74.66
			acct 7715090401334891	101-4200-423.60-11		6/2010	80.25
			acct 7715090401334891	101-4200-423.60-40		6/2010	14.58
			acct 7715090401334891	101-4200-423.60-65		6/2010	133.94
						* Total	303.43
06/09/2010	100724	SENSIBLE LAND USE COALI	a.hunting/h. botten	101-3200-419.50-80		6/2010	76.00
						* Total	76.00
06/09/2010	100727	SHERWIN-WILLIAMS	20950	101-6000-451.40-40		6/2010	146.72
						* Total	146.72
06/09/2010	100729	ST CLOUD STATE UNIVERSI	clerks - melissa rheaume	101-1100-413.50-80		6/2010	410.00
						* Total	410.00
06/09/2010	100734	TERRI KENISON	MAY 2010	101-4200-423.70-50		6/2010	908.44
						* Total	908.44
06/09/2010	100739	TOTAL CONSTRUCTION & EQ	47055	101-6000-451.40-47		6/2010	212.54
						* Total	212.54
06/09/2010	100740	TRAFFIC & PARKING CONTR	341242	101-5200-443.60-16		6/2010	343.26-
			342396	101-5200-443.60-16		6/2010	566.31
						* Total	223.05
06/09/2010	100741	TWIN CITIES OCCUPATIONA	101665963	101-1100-413.30-50		6/2010	25.00

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06/09/2010	100741	TWIN CITIES OCCUPATIONA	101668192	101-1100-413.30-50		6/2010	50.00
						* Total	75.00
06/09/2010	100743	UNIFORMS UNLIMITED	35403	101-4000-421.60-45		6/2010	44.50
						* Total	44.50
06/09/2010	100745	UNITED PARCEL SERVICE	acct v4650v	101-4200-423.50-35		6/2010	158.99
						* Total	158.99
06/09/2010	100749	VIKING PAINTS, INC.	33738	101-6000-451.60-16		6/2010	569.12
						* Total	569.12
06/09/2010	100752	WHAT WORKS INC	10-03	101-5200-443.30-70		6/2010	123.33
			10-03	101-6000-451.30-70		6/2010	123.33
						* Total	246.66
06/09/2010	100757	XCEL ENERGY	acct 5170946691	101-5400-445.40-20		6/2010	31.52
						* Total	31.52
06/09/2010	100758	XCEL ENERGY	acct 5188494737	101-5400-445.40-20		6/2010	73.36
						* Total	73.36
06/09/2010	100759	XCEL ENERGY	acct 5160255967	101-5400-445.40-20		6/2010	28.83
			acct 5193897235	101-5400-445.40-20		6/2010	407.18
						* Total	436.01
06/09/2010	100760	XCEL ENERGY	acct 5193598573	101-5400-445.40-20		6/2010	276.78
						* Total	276.78
				149 Checks	** Fund Total		166,487.91
06/03/2010	100542	ENSEMBLE CREATIVE & MAR	MONTHLY INSTALL	201-1600-465.50-25		6/2010	1,800.00
						* Total	1,800.00
06/03/2010	100572	MALL OF AMERICA ENTERTA	americah hotel suites	201-1600-465.50-25		6/2010	104.00
						* Total	104.00
06/03/2010	100590	RIVER HEIGHTS CHAMBER O	396	201-1600-465.30-70		6/2010	1,592.50
			396	201-1600-465.40-65		6/2010	200.00
						* Total	1,792.50
				3 Checks	** Fund Total		3,696.50
06/09/2010	100637	DAKOTA CTY TREASURER	8222	399-9000-570.30-70		6/2010	17,151.43
						* Total	17,151.43
				1 Checks	** Fund Total		17,151.43
06/03/2010	100532	BRAUN INTERTEC CORPORAT	319524	402-6000-451.30-70		6/2010	1,006.00
			319638	402-6000-451.30-70		6/2010	8,184.32
						* Total	9,190.32
				1 Checks	** Fund Total		9,190.32

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06/09/2010	100637	DAKOTA CTY TREASURER	8223	421-5912-721.80-30	0112	6/2010	57,217.29
						* Total	57,217.29
				1 Checks	** Fund Total		57,217.29
06/03/2010	100538	DAYTON HOLDINGS INC	stipulations award/order	423-5903-723.80-10	0303	6/2010	1,700.00
						* Total	1,700.00
				1 Checks	** Fund Total		1,700.00
06/09/2010	100656	GORMAN SURVEYING, INC	6967	427-5917-727.30-32	0717	6/2010	843.00
						* Total	843.00
				1 Checks	** Fund Total		843.00
05/26/2010	100451	KRECH, O'BRIEN, MUELLER	81530116279	428-5918-728.30-70	0818	5/2010	8,039.20
						* Total	8,039.20
05/26/2010	100458	LOW VOLTAGE CONTRACTORS	city hall addition	428-5918-728.80-61	0818	5/2010	19,000.00
						* Total	19,000.00
05/26/2010	100463	MCGHIE BETTS, INC	19670	428-5918-728.70-60	0818	5/2010	660.00
			19671	428-5918-728.70-60	0818	5/2010	4,411.00
						* Total	5,071.00
05/26/2010	100514	TRICOM COMMUNICATIONS	VOUCHER 3	428-5918-728.80-62	0818	5/2010	16,264.58
						* Total	16,264.58
06/03/2010	100564	KIMLEY-HORN & ASSOCIATE	4167596	428-5911-728.30-30	0811	6/2010	315.35
						* Total	315.35
06/09/2010	100656	GORMAN SURVEYING, INC	6966	428-5911-728.30-32	0811	6/2010	550.00
			6968	428-5908-728.30-32	0808	6/2010	550.00
						* Total	1,100.00
06/09/2010	100726	SHAW-LUNDQUIST ASSOCIAT	city hall addition	428-5918-728.80-20	0818	6/2010	927,732.00
						* Total	927,732.00
				7 Checks	** Fund Total		977,522.13
06/04/2010	100613	MN DEPT OF NATURAL RESO	amend permit 2010-0054	429-5924-729.70-60	0924	6/2010	150.00
						* Total	150.00
06/09/2010	100639	DAKOTA CTY TREASURER	concord ph 3	429-5911-729.80-30	0911	6/2010	59,445.27
			concord ph 3	429-5921-729.80-30	0921	6/2010	80,439.80
						* Total	139,885.07
06/09/2010	100646	DCA TITLE	10009	429-5924-729.30-70	0924	6/2010	498.00
						* Total	498.00
06/09/2010	100676	LAMETTI & SONS, INC.	rock island swing bridge	429-5924-729.80-30	0924	6/2010	67,277.10
						* Total	67,277.10

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06/09/2010	100689	MN DEPT OF TRANSPORTATI	acct 1298	429-5901-729.30-34	0901	6/2010	2,009.83
						* Total	2,009.83
				5 Checks	** Fund Total		209,820.00
05/26/2010	100428	FAIRWAY VILLAGE HOA	sa624 pid202568009404	440-0000-370.30-00	0809G	5/2010	166.20
						* Total	166.20
05/26/2010	100436	HAZEKAMP, ERIN	sa624 pid201177700504	440-0000-370.30-00	0809G	5/2010	142.54
						* Total	142.54
05/26/2010	100449	KARINEN, KERRY	sa624 pid2058550006003	440-0000-370.30-00	0809G	5/2010	.80
						* Total	.80
05/26/2010	100525	WILSON, JEREMY	sa624 pid201177720603	440-0000-370.30-00	0809G	5/2010	142.54
						* Total	142.54
06/03/2010	100548	GORMAN SURVEYING, INC	6977E	440-5900-740.30-32	1009D	6/2010	262.50
						* Total	262.50
06/03/2010	100564	KIMLEY-HORN & ASSOCIATE	4165180 4167667	440-5900-740.30-30 440-5900-740.30-30	0809F 0909D	6/2010 6/2010	3,782.44 33,554.09
						* Total	37,336.53
06/09/2010	100643	DANNER INC	salem hills farm	440-5900-740.80-30	0809F	6/2010	9,428.75
						* Total	9,428.75
06/09/2010	100712	REED BUSINESS INFORMATI	4358157 4364008	440-5900-740.50-25 440-5900-740.50-25	1009D 1009D	6/2010 6/2010	327.18 327.18
						* Total	654.36
				8 Checks	** Fund Total		48,134.22
06/03/2010	100563	KENNEDY & GRAVEN	billed to levander	446-5915-746.30-44	0315	6/2010	4,469.50
						* Total	4,469.50
				1 Checks	** Fund Total		4,469.50
06/09/2010	100730	ST. CROIX TREE SERVICE,	58425	450-5900-750.30-70		6/2010	7,000.00
						* Total	7,000.00
				1 Checks	** Fund Total		7,000.00
05/26/2010	100402	ARAGORN INDUSTRIES INC	26489	501-7100-512.30-70		5/2010	200.00
						* Total	200.00
05/26/2010	100404	AUTOMATIC SYSTEMS CO.	INVE01	501-7100-512.40-40		5/2010	762.38
						* Total	762.38
05/26/2010	100411	CEMSTONE PRODUCTS COMPA	1216195	501-7100-512.60-16		5/2010	42.28
						* Total	42.28
05/26/2010	100429	G & K SERVICES	1182395967	501-7100-512.60-45		5/2010	6.06

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						* Total	6.06
05/26/2010	100435	HAWKINS, INC.	3119714	501-7100-512.60-19		5/2010	53.38
						* Total	53.38
05/26/2010	100439	HOME DEPOT CREDIT SERVI	acct 6035322502691268	501-7100-512.60-40		5/2010	772.07
						* Total	772.07
05/26/2010	100447	JOHN ROBERTS COMPANY	197608	501-7100-512.50-30		5/2010	5,119.32
						* Total	5,119.32
05/26/2010	100470	MN DEPT OF HEALTH	2ND QTR	501-0000-381.10-00		5/2010	11,659.00
						* Total	11,659.00
05/26/2010	100471	MN GLOVE & SAFETY, INC.	241131 241213	501-7100-512.60-65 501-7100-512.60-65		5/2010 5/2010	803.70 145.00
						* Total	948.70
05/26/2010	100474	MN LIFE INSURANCE CO	policy 27324	501-7100-512.20-62		5/2010	56.13
						* Total	56.13
05/26/2010	100475	MN PIPE & EQUIPMENT	251749	501-7100-512.60-16		5/2010	1,803.52
						* Total	1,803.52
05/26/2010	100485	PINE BEND PAVING, INC.	4814	501-7100-512.40-46		5/2010	12,672.00
						* Total	12,672.00
05/26/2010	100495	SA-AG INC	65646 65657 65666 65691	501-7100-512.60-16 501-7100-512.60-16 501-7100-512.60-16 501-7100-512.60-16		5/2010 5/2010 5/2010 5/2010	53.38 121.86 91.99 133.27
						* Total	400.50
05/26/2010	100512	TOTAL CONSTRUCTION & EQ	47054	501-7100-512.40-42		5/2010	91.27
						* Total	91.27
05/26/2010	100523	WAGNER'S SOD CO, INC	105571 105646 105662	501-7100-512.60-16 501-7100-512.60-16 501-7100-512.60-16		5/2010 5/2010 5/2010	58.41 11.76 56.43
						* Total	126.60
06/03/2010	100545	G & K SERVICES	acct 7494701	501-7100-512.60-45		5/2010	27.42
						* Total	27.42
06/03/2010	100595	TDS METROCOM	acct 6515540132	501-7100-512.50-20		6/2010	211.72
						* Total	211.72
06/09/2010	100621	ARROW MOWER, INC.	806	501-7100-512.60-16		6/2010	85.38
						* Total	85.38
06/09/2010	100640	DAKOTA ELECTRIC ASSN	act 2148310	501-7100-512.40-20		6/2010	9.83
						* Total	9.83

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06/09/2010	100752	WHAT WORKS INC	10-03	501-7100-512.30-70		6/2010	123.34
						* Total	123.34
				20 Checks	** Fund Total		35,170.90
05/26/2010	100429	G & K SERVICES	1182395967	502-7200-514.60-45		5/2010	2.60
						* Total	2.60
05/26/2010	100474	MN LIFE INSURANCE CO	policy 27324	502-7200-514.20-62		5/2010	36.45
						* Total	36.45
06/03/2010	100545	G & K SERVICES	acct 7494701	502-7200-514.60-45		5/2010	11.76
						* Total	11.76
06/09/2010	100687	METROPOLITAN COUNCIL	933296	502-7200-514.40-15		6/2010	117,639.26
						* Total	117,639.26
				4 Checks	** Fund Total		117,690.07
05/26/2010	100398	ACE PAINT & HARDWARE	502506	503-8600-527.60-12		5/2010	7.03
						* Total	7.03
05/26/2010	100403	ARCTIC GLACIER, INC.	385014101	503-8300-524.60-65		5/2010	19.76
			461013919	503-8300-524.60-65		5/2010	102.84
			463013413	503-8300-524.60-65		5/2010	65.32
						* Total	187.92
05/26/2010	100405	BAARS MECHANICAL, INC.	40L	503-8300-524.40-42		5/2010	891.00
			40L	503-8500-526.40-40		5/2010	109.07
						* Total	1,000.07
05/26/2010	100413	COCA COLA BOTTLING COMP	0138511801	503-8300-524.76-10		5/2010	954.25
			0138511802	503-8300-524.76-10		5/2010	75.00-
						* Total	879.25
05/26/2010	100414	COLLEGE CITY BEVERAGE	714999	503-8300-524.76-15		5/2010	451.25
						* Total	451.25
05/26/2010	100420	DRAFT TECHNOLOGIES	517104J	503-8300-524.40-42		5/2010	30.00
						* Total	30.00
05/26/2010	100429	G & K SERVICES	1182395966	503-8600-527.60-45		5/2010	77.40
						* Total	77.40
05/26/2010	100430	GARY'S PEST CONTROL	INVERWOOD	503-8500-526.40-40		5/2010	69.64
						* Total	69.64
05/26/2010	100431	GEMPLER'S INC.	1015433430	503-8600-527.60-65		5/2010	253.25
						* Total	253.25
05/26/2010	100433	GRAINGER	9254974075	503-8500-526.60-65		5/2010	65.02
						* Total	65.02

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05/26/2010	100434	GRANDMA'S BAKERY	32567	503-8300-524.76-05		5/2010	47.56
			32818	503-8300-524.76-05		5/2010	47.56
			33062	503-8300-524.76-05		5/2010	31.22
			33342	503-8300-524.76-05		5/2010	31.22
			33669	503-8300-524.76-05		5/2010	36.48
			33924	503-8300-524.76-05		5/2010	36.48
			34197	503-8300-524.76-05		5/2010	44.79
			34474	503-8300-524.76-05		5/2010	53.10
			35047	503-8300-524.76-05		5/2010	36.76
						* Total	365.17
05/26/2010	100459	M. AMUNDSON LLP	85936	503-8300-524.76-05		5/2010	159.30
						* Total	159.30
05/26/2010	100464	MENARDS - WEST ST. PAUL	44498	503-8600-527.60-20		5/2010	95.97
						* Total	95.97
05/26/2010	100474	MN LIFE INSURANCE CO	policy 27324	503-8000-521.20-62		5/2010	10.92
			policy 27324	503-8500-526.20-62		5/2010	25.35
			policy 27324	503-8600-527.20-62		5/2010	43.30
						* Total	79.57
05/26/2010	100504	SUMMIT FOOD EQUIPMENT S	38990	503-8300-524.40-42		5/2010	274.76
						* Total	274.76
05/26/2010	100507	TAYLOR MADE GOLF COMPAN	14157296	503-8200-523.76-20		5/2010	65.50
			14169425	503-8200-523.76-20		5/2010	157.15
						* Total	222.65
05/26/2010	100508	TEE TIMES PRESS	10508	503-8500-526.50-25		5/2010	593.75
						* Total	593.75
05/26/2010	100509	TIM LOCKLER'S	GOLF COURSE	503-8500-526.40-40		5/2010	416.00
						* Total	416.00
05/26/2010	100511	TITLEIST	1626649	503-8200-523.76-35		5/2010	103.27
						* Total	103.27
05/26/2010	100513	TOUR EDGE GOLF MFG., IN	805390	503-8200-523.76-25		5/2010	110.80
						* Total	110.80
05/26/2010	100519	US FOODSERVICE	5824951	503-8300-524.60-55		5/2010	16.89
			5887227	503-8300-524.60-65		5/2010	58.02
			5887227	503-8300-524.76-05		5/2010	529.55
			5887227	503-8300-524.76-10		5/2010	87.25
			5904480	503-8300-524.76-05		5/2010	14.65-
			5996001	503-8300-524.60-65		5/2010	51.20-
						* Total	625.86
06/03/2010	100529	ACE PAINT & HARDWARE	502647	503-8400-525.40-41		6/2010	3.73
						* Total	3.73
06/03/2010	100540	DEX MEDIA EAST	acct 110360619	503-8500-526.50-25		6/2010	90.32

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						* Total	90.32
06/03/2010	100550	GRANDMA'S BAKERY	35290	503-8300-524.76-05		6/2010	36.76
			35604	503-8300-524.76-05		6/2010	44.51
			35888	503-8300-524.76-05		6/2010	42.02
						* Total	123.29
06/03/2010	100556	INTEGRA TELECOM	acct 5259	503-8500-526.40-40		6/2010	37.50
						* Total	37.50
06/03/2010	100574	MCMURCHIE, AL	office supplies	503-8500-526.60-10		6/2010	21.39
						* Total	21.39
06/03/2010	100576	METRO CASH REGISTER SYS	69238	503-8000-521.60-65		6/2010	300.00
						* Total	300.00
06/03/2010	100583	NIKE USA, INC.	926823036	503-8200-523.76-20		6/2010	104.37
						* Total	104.37
06/03/2010	100586	PGA OF AMERICA	membership 2010	503-8500-526.50-70		6/2010	406.00
						* Total	406.00
06/03/2010	100592	S & T OFFICE PRODUCTS	1178	503-8500-526.60-10		6/2010	28.77
			1178A	503-8500-526.60-10		6/2010	77.38
						* Total	106.15
06/03/2010	100593	SUN NEWSPAPERS	322184	503-8500-526.50-25		6/2010	782.00
						* Total	782.00
06/03/2010	100596	TITLEIST	1695012	503-8200-523.76-45		6/2010	211.63
			1695759	503-8200-523.76-45		6/2010	2,197.97
						* Total	2,409.60
06/03/2010	100605	VERIZON WIRELESS	acct 480568913	503-8500-526.50-20		6/2010	8.66
						* Total	8.66
06/03/2010	100611	XCEL ENERGY	acct 5158775121	503-8600-527.40-20		6/2010	1,881.36
						* Total	1,881.36
06/09/2010	100617	ACE PAINT & HARDWARE	502702	503-8600-527.60-12		6/2010	14.41
			502746	503-8600-527.40-40		6/2010	25.62
			502787	503-8600-527.40-40		6/2010	25.53
						* Total	65.56
06/09/2010	100619	ALL STAR PRO GOLF, INC.	215499	503-8200-523.76-40		6/2010	321.47
						* Total	321.47
06/09/2010	100620	ARCTIC GLACIER, INC.	385014709	503-8300-524.60-65		6/2010	57.28
			439014505	503-8300-524.60-65		6/2010	188.60
						* Total	245.88
06/09/2010	100629	COCA COLA BOTTLING COMP	0138512212	503-8300-524.76-10		6/2010	818.14
						* Total	818.14

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06/09/2010	100631	COVERALL OF THE TWIN CI	7070154984	503-8600-527.40-40		6/2010	1,122.19
						* Total	1,122.19
06/09/2010	100635	CUSHMAN MOTOR COMPANY I	149935 149936 149937	503-8600-527.40-42 503-8400-525.40-41 503-8400-525.40-41		6/2010 6/2010 6/2010	35.14 9.30 227.03
						* Total	271.47
06/09/2010	100641	DAKOTA ELECTRIC ASSN	acct 2013605	503-8600-527.40-20		6/2010	187.87
						* Total	187.87
06/09/2010	100642	DAKOTA ELECTRIC ASSN	acct 4612214	503-8600-527.40-20		6/2010	20.75
						* Total	20.75
06/09/2010	100649	DRAFT TECHNOLOGIES	602116J	503-8300-524.40-42		6/2010	30.00
						* Total	30.00
06/09/2010	100654	G & K SERVICES	1182406982 1182418055	503-8600-527.60-45 503-8600-527.60-45		6/2010 6/2010	71.14 81.89
						* Total	153.03
06/09/2010	100655	GERTENS	195733 197028 197299	503-8600-527.60-20 503-8600-527.60-20 503-8600-527.60-20		6/2010 6/2010 6/2010	33.11 229.09 168.53
						* Total	430.73
06/09/2010	100659	GRANDMA'S BAKERY	36786 36871 36909 36949 37196	503-8300-524.76-05 503-8300-524.76-05 503-8300-524.76-05 503-8300-524.76-05 503-8300-524.76-05		6/2010 6/2010 6/2010 6/2010 6/2010	44.79 53.10 53.10 53.10 33.99
						* Total	238.08
06/09/2010	100662	HEGGIES PIZZA	1026408	503-8300-524.76-05		6/2010	202.20
						* Total	202.20
06/09/2010	100670	JJ TAYLOR DIST. COMPANY	1390974	503-8300-524.76-15		6/2010	480.00
						* Total	480.00
06/09/2010	100671	JOHN DEERE LANDSCAPES/L	acct 269520 acct 269520 acct 269520 acct 269520	503-8600-527.60-35 503-8600-527.60-30 503-8600-527.60-35 503-8600-527.60-50		6/2010 6/2010 6/2010 6/2010	3,295.17 3,623.82 350.30 117.84
						* Total	7,387.13
06/09/2010	100675	KREMER SERVICES LLC	907809	503-8600-527.40-42		6/2010	1,118.41
						* Total	1,118.41
06/09/2010	100679	LILLIE SUBURBAN NEWSPAP	acct 1466	503-8500-526.50-25		6/2010	2,562.00
						* Total	2,562.00
06/09/2010	100682	M. AMUNDSON LLP	86929	503-8300-524.76-05		6/2010	181.57
						* Total	181.57

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06/09/2010	100684	MCMURCHIE, AL	food	503-8300-524.76-05		6/2010	20.51
						* Total	20.51
06/09/2010	100693	MTI DISTRIBUTING CO	725630	503-8600-527.40-42		6/2010	139.41
			728555	503-8600-527.60-08		6/2010	13.17
			72855501	503-8600-527.60-08		6/2010	677.82
			732592	503-8600-527.40-42		6/2010	260.99
			732816	503-8600-527.40-42		6/2010	628.63
						* Total	462.76
06/09/2010	100696	NAPA OF INVER GROVE HEI	200634	503-8400-525.40-41		6/2010	71.62
			201444	503-8600-527.40-42		6/2010	74.74
			201784	503-8400-525.40-41		6/2010	73.57
			201785	503-8600-527.40-42		6/2010	36.04
			202442	503-8400-525.40-41		6/2010	43.80
			203861	503-8600-527.40-42		6/2010	10.45
						* Total	310.22
06/09/2010	100700	OTNESS, LEON	advertising	503-8500-526.50-25		6/2010	256.00
						* Total	256.00
06/09/2010	100702	PERFORMANCE DRAFT COMPA	0525104JJ	503-8300-524.40-42		6/2010	40.00
						* Total	40.00
06/09/2010	100703	PGA OF AMERICA	member leon otness	503-8500-526.50-70		6/2010	406.00
						* Total	406.00
06/09/2010	100704	PIONEER PRESS	acct 520544	503-8500-526.50-25		6/2010	1,350.00
						* Total	1,350.00
06/09/2010	100706	PRECISION TURF & CHEMIC	34539	503-8600-527.60-30		6/2010	1,467.50
						* Total	1,467.50
06/09/2010	100707	PRESTIGE FLAG	317185	503-8600-527.60-50		6/2010	225.36
						* Total	225.36
06/09/2010	100714	RIVERTOWN NEWSPAPER GRO	acct 69225	503-8500-526.50-25		6/2010	256.00
						* Total	256.00
06/09/2010	100732	SUMMIT FOOD EQUIPMENT S	39569	503-8300-524.40-42		6/2010	94.00
			40136	503-8300-524.40-42		6/2010	1,736.66
						* Total	1,830.66
06/09/2010	100733	TAYLOR MADE GOLF COMPAN	14224516	503-8200-523.76-20		6/2010	35.75
						* Total	35.75
06/09/2010	100737	TITLEIST	1721686	503-8200-523.76-45		6/2010	402.29
						* Total	402.29
06/09/2010	100738	TOLL GAS & WELDING SUPP	304986	503-8600-527.40-42		6/2010	60.65
			307741	503-8600-527.40-42		6/2010	309.93
						* Total	370.58

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/09/2010	100742	TWIN CITY SAW	A16999	503-8600-527.40-42		6/2010	30.50
			A17019	503-8600-527.40-42		6/2010	55.35
			A17045	503-8600-527.40-42		6/2010	673.15
						* Total	759.00
06/09/2010	100746	US FOODSERVICE	3072752	503-8300-524.60-65		6/2010	312.99
			3072752	503-8300-524.76-05		6/2010	700.13
			3110517	503-8300-524.76-05		6/2010	89.80
			3151791	503-8300-524.60-65		6/2010	442.42
			3151791	503-8300-524.76-05		6/2010	857.60
			3151791	503-8300-524.76-10		6/2010	115.37
						* Total	2,518.31
06/09/2010	100748	VIKING INDUSTRIAL CENTE	247414	503-8600-527.60-65		6/2010	121.52
						* Total	121.52
06/09/2010	100751	WERNER IMPLEMENT CO, IN	cust no 10132	503-8600-527.40-42		6/2010	5,263.48
						* Total	5,263.48
06/09/2010	100753	WITTEK	241815	503-8200-523.76-40		6/2010	241.12
						* Total	241.12
06/09/2010	100755	XCEL ENERGY	acct 5158775110	503-8600-527.40-42		6/2010	18.80
						* Total	18.80
06/09/2010	100756	XCEL ENERGY	acct 5157543641	503-8500-526.40-10		6/2010	37.34
			acct 5157543641	503-8500-526.40-20		6/2010	1,187.99
			acct 5157543641	503-8600-527.40-10		6/2010	80.20
						* Total	1,305.53
06/09/2010	100762	YOCUM OIL COMPANY, INC.	acct 506975	503-8400-525.60-21		6/2010	1,270.53
						* Total	1,270.53
				74 Checks	** Fund Total		47,110.70
05/26/2010	100443	IKON OFFICE SOLUTIONS	acct 3281870	504-6100-452.40-44	R90100	5/2010	396.90
						* Total	396.90
05/26/2010	100444	INDEPENDENT SCHOOL DIST	facilities uses	504-6100-452.40-65	R40900	5/2010	920.00
						* Total	920.00
05/26/2010	100454	LAU, JEAN	canceled seats	504-0000-227.10-00		5/2010	86.00
						* Total	86.00
05/26/2010	100460	MARR SALES-SMAC	1372	504-6100-452.60-45	R40100	5/2010	2,512.20
						* Total	2,512.20
05/26/2010	100474	MN LIFE INSURANCE CO	policy 27324	504-6100-452.20-62	R90100	5/2010	61.31
						* Total	61.31
05/26/2010	100480	NEXTEL COMMUNICATIONS	acct 302193319	504-6100-452.50-20	R90100	5/2010	86.31
						* Total	86.31

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05/26/2010	100484	OH THOSE GUYS	7980	504-6100-452.60-45	R50280	5/2010	362.70
			7981	504-6100-452.60-45	R40900	5/2010	690.55
			8036	504-6100-452.60-45	R50250	5/2010	130.80
						* Total	1,184.05
06/03/2010	100554	IKON OFFICE SOLUTIONS	acct 1452531017392	504-6100-452.40-65	R90100	6/2010	263.56
						* Total	263.56
06/09/2010	100657	GRAHAM, JEN	awards	504-6100-452.60-09	R50320	6/2010	75.00
						* Total	75.00
06/09/2010	100667	INDEPENDENT SCHOOL DIST	SENIOR TRIP	504-0000-227.10-00		6/2010	1,113.00
						* Total	1,113.00
06/09/2010	100668	INVER GROVE HEIGHTS SEN	senior	504-0000-227.10-00		6/2010	524.00
						* Total	524.00
06/09/2010	100698	OH THOSE GUYS	7870	504-6100-452.60-45	R90100	6/2010	447.18
						* Total	447.18
06/09/2010	100721	SAM'S CLUB	acct 7715090065702540	504-6100-452.60-09	R40100	6/2010	70.39
						* Total	70.39
06/09/2010	100728	SOUTH ST PAUL UMPIRES A	MAY 2010	504-6100-452.30-70	R50100	6/2010	4,077.00
						* Total	4,077.00
06/09/2010	100735	THOMPSON, NICK	twins tickets-field trip	504-6100-452.50-90	R20120	6/2010	149.00
						* Total	149.00
06/09/2010	100754	WONICK, JUDY	address stamp	504-6100-452.60-10	R90100	6/2010	24.94
						* Total	24.94
				16 Checks	** Fund Total		11,990.84
05/26/2010	100401	APEC	115906	505-6200-453.60-16	C25000	5/2010	612.50
						* Total	612.50
05/26/2010	100415	COMCAST	acct 8772105910127188	505-6200-453.50-70	C10000	5/2010	178.88
						* Total	178.88
05/26/2010	100433	GRAINGER	9247043913	505-6200-453.60-16	C25000	5/2010	204.11
			9248696503	505-6200-453.60-11	C25000	5/2010	307.18
			9251697273	505-6200-453.60-16	C21000	5/2010	25.97
						* Total	537.26
05/26/2010	100435	HAWKINS, INC.	3118828	505-6200-453.60-15	C25000	5/2010	1,724.24
						* Total	1,724.24
05/26/2010	100442	ICE SKATING INSTITUTE	20075	505-6200-453.50-70	C40000	5/2010	350.00
						* Total	350.00
05/26/2010	100443	IKON OFFICE SOLUTIONS	acct 3281870	505-6200-453.40-44	C10000	5/2010	926.10
						* Total	926.10

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/26/2010	100444	INDEPENDENT SCHOOL DIST	facilities uses	505-6200-453.40-65	C81000	5/2010	85.00
						* Total	85.00
05/26/2010	100465	METRO GROUP INC, THE	PI260410	505-6200-453.60-16	C21000	5/2010	1,690.98
						* Total	1,690.98
05/26/2010	100468	MINNESOTA MADE HOCKEY	ice - power outage	505-0000-207.03-00		5/2010	31.00
			ice - power outage	505-0000-352.22-00	C17500	5/2010	435.00
						* Total	466.00
05/26/2010	100474	MN LIFE INSURANCE CO	policy 27324	505-6200-453.20-62	C70000	5/2010	124.21
						* Total	124.21
05/26/2010	100479	NEXTEL COMMUNICATIONS	acct 573073317	505-6200-453.50-20	C25000	5/2010	377.94
						* Total	377.94
05/26/2010	100482	OFFICEMAX INC	acct 687054	505-6200-453.60-65	C50000	5/2010	10.92
						* Total	10.92
05/26/2010	100484	OH THOSE GUYS	7980	505-6200-453.60-45	C10000	5/2010	5.85
			7982	505-6200-453.60-45	C81000	5/2010	162.90
						* Total	168.75
05/26/2010	100486	PUSH PEDAL PULL	23175	505-6200-453.60-40	C70000	5/2010	492.97
						* Total	492.97
05/26/2010	100489	R & R SPECIALTIES OF WI	45147	505-6200-453.40-42	C21000	5/2010	50.00
						* Total	50.00
05/26/2010	100490	RECREATION SUPPLY COMPA	198577	505-6200-453.60-16	C25000	5/2010	745.28
			198580	505-6200-453.60-16	C25000	5/2010	136.88
						* Total	882.16
05/26/2010	100492	RICE SOUND & SERVICE IN	041887	505-6200-453.40-42	C10000	5/2010	60.00
						* Total	60.00
05/26/2010	100494	ROBERT BROOKE & ASSOCIA	353037	505-6200-453.60-16	C25000	5/2010	18.62
						* Total	18.62
05/26/2010	100502	STATE OF MN-DEPT OF PUB	hzardous materials fee	505-6200-453.50-70	C25000	5/2010	100.00
						* Total	100.00
05/26/2010	100505	SUPERMEDIA LLC	acct 390001924527	505-6200-453.50-25	C91000	5/2010	87.00
						* Total	87.00
05/26/2010	100520	VANCO SERVICES LLC	march 2010	505-6200-453.70-60	C10100	5/2010	56.45
						* Total	56.45
05/26/2010	100522	W W GOETSCH ASSOC INC	83210	505-6200-453.40-40	C25000	5/2010	631.08
						* Total	631.08
05/26/2010	100524	WILSON, DANIEL	power outage - ice rental	505-0000-207.03-00		5/2010	8.95
			power outage - ice rental	505-0000-352.22-00	C17500	5/2010	125.67

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	134.62
06/03/2010	100554	IKON OFFICE SOLUTIONS	acct 1452531017392	505-6200-453.40-65	C10000	6/2010	439.26
						* Total	439.26
06/03/2010	100561	JTECH	INV126027	505-6200-453.60-65	C10100	6/2010	498.04
						* Total	498.04
06/03/2010	100562	KAPPES, DUANE	vmcc ice lobby	505-6200-453.60-65	C10000	6/2010	39.90
						* Total	39.90
06/03/2010	100566	KUEHL, KASSANDRA	supplies	505-6200-453.60-65	C81000	6/2010	17.39
						* Total	17.39
06/03/2010	100575	MCPHILLIPS, JAMES	canceled class	505-0000-352.35-00	C51000	6/2010	19.50
						* Total	19.50
06/03/2010	100595	TDS METROCOM	acct 6515540132	505-6200-453.50-20	C10000	6/2010	106.96
						* Total	106.96
06/09/2010	100617	ACE PAINT & HARDWARE	502172	505-6200-453.60-16	C25000	6/2010	7.46
			502238	505-6200-453.60-16	C25000	6/2010	21.35
			502654	505-6200-453.60-16	C25000	6/2010	1.05
			502675	505-6200-453.60-16	C21000	6/2010	17.06
			502715	505-6200-453.60-16	C21000	6/2010	21.36
			502740	505-6200-453.60-16	C21000	6/2010	12.80
						* Total	81.08
06/09/2010	100618	ADOLPH KIEFER & ASSOCIA	I1622053	505-6200-453.60-40	C50000	6/2010	71.95
						* Total	71.95
06/09/2010	100624	BECKER ARENA PRODUCTS,	78988	505-6200-453.60-65	C21000	6/2010	1,452.17
						* Total	1,452.17
06/09/2010	100625	BURROWS REFRIGERATION	11077	505-6200-453.40-42	C30400	6/2010	749.92
						* Total	749.92
06/09/2010	100629	COCA COLA BOTTLING COMP	0118557011	505-6200-453.76-10	C30400	6/2010	131.34
			0168265034	505-6200-453.76-10	C30200	6/2010	146.40
						* Total	277.74
06/09/2010	100650	ELECTRONIC COMMUNICATIO	1599	505-6200-453.40-40	C25000	6/2010	434.25
						* Total	434.25
06/09/2010	100653	FERRELLGAS	acct 7757735	505-6200-453.60-21	C21000	6/2010	334.74
						* Total	334.74
06/09/2010	100658	GRAINGER	9231213392	505-6200-453.60-16	C21000	6/2010	179.58
			9256357626	505-6200-453.60-16	C21000	6/2010	96.00
			9262241236	505-6200-453.60-16	C25000	6/2010	59.32
						* Total	334.90
06/09/2010	100665	HILLYARD INC	6326928	505-6200-453.60-11	C25000	6/2010	130.05

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	130.05
06/09/2010	100672	JOHNSON CONTROLS	1861119334	505-6200-453.40-40	C25000	6/2010	355.10
						* Total	355.10
06/09/2010	100674	KIMBALL MIDWEST	1510991	505-6200-453.60-16	C25000	6/2010	313.07
						* Total	313.07
06/09/2010	100698	OH THOSE GUYS	7959	505-6200-453.60-45	C16000	6/2010	152.60
						* Total	152.60
06/09/2010	100699	OLSON, RACHEL	100522	505-6200-453.30-70	C51000	6/2010	300.00
						* Total	300.00
06/09/2010	100701	OXYGEN SERVICE COMPANY,	031404020	505-6200-453.60-65	C16000	6/2010	13.47
						* Total	13.47
06/09/2010	100708	PUSH PEDAL PULL	36003615	505-6200-453.40-42	C70000	6/2010	152.73
						* Total	152.73
06/09/2010	100711	RECREATION SUPPLY COMPA	199107	505-6200-453.60-16	C25000	6/2010	157.14
						* Total	157.14
06/09/2010	100713	RICE SOUND & SERVICE IN	041889	505-6200-453.40-42	C70000	6/2010	122.44
						* Total	122.44
06/09/2010	100715	ROACH, RICK	mileage	505-6200-453.50-65	C25000	6/2010	9.00
						* Total	9.00
06/09/2010	100716	RYCO SUPPLY COMPANY	32377	505-6200-453.60-11	C25000	6/2010	126.92
						* Total	126.92
06/09/2010	100718	SAM'S CLUB	acct 7715090061606950	505-6200-453.60-65	C60100	6/2010	182.86
			acct 7715090061606950	505-6200-453.76-05	C30300	6/2010	148.96
			acct 7715090061606950	505-6200-453.76-10	C30400	6/2010	120.03
						* Total	451.85
06/09/2010	100721	SAM'S CLUB	acct 7715090065702540	505-6200-453.60-65	C40000	6/2010	5.14
						* Total	5.14
06/09/2010	100722	SCHINDLER ELEVATOR CORP	8102642106	505-6200-453.40-40	C25000	6/2010	235.56
						* Total	235.56
06/09/2010	100731	STERICYCLE INC	4001717457	505-6200-453.40-25	C10000	6/2010	154.17
						* Total	154.17
06/09/2010	100744	UNITED LABORATORIES	12783	505-6200-453.60-11	C25000	6/2010	1,110.01
						* Total	1,110.01
06/09/2010	100747	VANCO SERVICES LLC	4256925	505-6200-453.70-60	C10100	6/2010	38.30
						* Total	38.30
06/09/2010	100750	VISTAR CORPORATION	28248822	505-6200-453.60-65	C30400	6/2010	11.67

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06/09/2010	100750	VISTAR CORPORATION	28248822	505-6200-453.76-05	C30400	6/2010	368.05
						* Total	379.72
				55 Checks	** Fund Total		18,830.75
05/26/2010	100474	MN LIFE INSURANCE CO	policy 27324	602-2100-415.20-62		5/2010	2.14
						* Total	2.14
				1 Checks	** Fund Total		2.14
05/26/2010	100399	ADVANCED GRAPHIX, INC.	181423	603-5300-444.80-70		5/2010	987.00
						* Total	987.00
05/26/2010	100400	AMERICAN FLAGPOLE & FLA	88294	603-5300-444.40-40		5/2010	383.45
						* Total	383.45
05/26/2010	100408	BOYER TRUCKS - PARTS DI	401967	603-5300-444.40-41		5/2010	4.37
						* Total	4.37
05/26/2010	100410	CARQUEST OF ROSEMOUNT	1596125974	603-5300-444.40-41		5/2010	38.14
			1596126121	603-5300-444.40-41		5/2010	117.56
			1596126297	603-0000-145.50-00		5/2010	3.85
			1596126306	603-5300-444.40-41		5/2010	73.04
			1596126313	603-5300-444.60-12		5/2010	14.77
			1596126325	603-0000-145.50-00		5/2010	17.44
			1596126327	603-5300-444.60-12		5/2010	23.45
			1596126335	603-5300-444.40-41		5/2010	117.56-
			1596126408	603-5300-444.40-41		5/2010	9.60
						* Total	180.29
05/26/2010	100422	ELECTRIC FIRE & SECURIT	68480	603-5300-444.40-40		5/2010	80.16
						* Total	80.16
05/26/2010	100424	EMERGENCY APPARATUS MAI	48758	603-5300-444.40-41		5/2010	88.69
						* Total	88.69
05/26/2010	100425	EMERGENCY AUTOMOTIVE TE	0308103	603-5300-444.80-70		5/2010	1,685.85
			0308104	603-5300-444.80-70		5/2010	2,138.10
			0505101	603-5300-444.40-41		5/2010	157.85
						* Total	3,981.80
05/26/2010	100427	FACTORY MOTOR PARTS COM	CM13354053	603-5300-444.40-41		5/2010	10.50-
			13351574	603-0000-145.50-00		5/2010	83.46
						* Total	72.96
05/26/2010	100429	G & K SERVICES	1182395967	603-5300-444.40-65		5/2010	59.60
			1182395967	603-5300-444.60-45		5/2010	21.85
			1182908853	603-5300-444.40-65		5/2010	60.59-
						* Total	20.86
05/26/2010	100453	LARSON COMPANIES	F201090089	603-0000-145.50-00		5/2010	510.92
			F201190034	603-0000-145.50-00		5/2010	185.45
						* Total	696.37

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05/26/2010	100474	MN LIFE INSURANCE CO	policy 27324	603-5300-444.20-62		5/2010	35.90
						* Total	35.90
05/26/2010	100515	TURFWERKS	J130048	603-5300-444.40-41		5/2010	139.51
						* Total	139.51
06/03/2010	100534	CARQUEST OF ROSEMOUNT	1596126167	603-5300-444.40-41		5/2010	116.49
			1596126649	603-5300-444.40-41		5/2010	190.57
			1596126704	603-5300-444.40-41		5/2010	127.18
			1596126737	603-0000-145.50-00		5/2010	109.63
			1596126739	603-5300-444.40-41		5/2010	72.61
			1596126772	603-5300-444.40-41		5/2010	116.49
			1596126842	603-5300-444.60-12		5/2010	58.51
			1596126845	603-5300-444.60-12		5/2010	10.16
			1596126942	603-5300-444.40-41		5/2010	4.47
			1596127043	603-5300-444.40-41		5/2010	44.78
			1596127052	603-5300-444.60-40		5/2010	71.56
			1596127076	603-5300-444.40-41		5/2010	15.05
			1596127175	603-5300-444.60-12		5/2010	7.88
			1596127297	603-0000-145.50-00		6/2010	7.77
			1596127297	603-5300-444.60-12		6/2010	130.68
			1596127407	603-0000-145.50-00		6/2010	23.31
			1596127408	603-5300-444.40-41		6/2010	22.86
						* Total	897.02
06/03/2010	100536	CUSTOM FIRE APPARATUS I	13371	603-5300-444.40-41		5/2010	29.54
						* Total	29.54
06/03/2010	100539	DEALER AUTOMOTIVE SERVI	4123035	603-5300-444.40-41		5/2010	33.52
			4123171	603-5300-444.40-41		6/2010	26.51
						* Total	60.03
06/03/2010	100541	EMERGENCY AUTOMOTIVE TE	04281013	603-5300-444.80-70		6/2010	1,693.34
			0506107	603-5300-444.80-70		6/2010	427.50
			0510019	603-5300-444.80-70		6/2010	1,526.00
			0517103	603-5300-444.80-70		6/2010	943.44
			0525109	603-5300-444.80-70		6/2010	97.79
						* Total	4,688.07
06/03/2010	100543	FACTORY MOTOR PARTS COM	13365368	603-5300-444.40-41		6/2010	270.81
						* Total	270.81
06/03/2010	100545	G & K SERVICES	acct 7494701	603-5300-444.40-65		5/2010	59.53
			acct 7494701	603-5300-444.60-45		5/2010	21.85
						* Total	81.38
06/03/2010	100546	GERLACH OUTDOOR POWER E	157409	603-5300-444.40-41		6/2010	133.54
						* Total	133.54
06/03/2010	100551	HANCO CORPORATION	518205	603-5300-444.60-14		5/2010	293.42
						* Total	293.42
06/03/2010	100553	HOME DEPOT CREDIT SERVI	acct 6035322502061959	603-5300-444.40-41		6/2010	19.22

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06/03/2010	100553	HOME DEPOT CREDIT SERVI	acct 6035322502061959	603-5300-444.60-40		6/2010	63.70
						* Total	82.92
06/03/2010	100557	INVER GROVE FORD	5036979	603-5300-444.40-41		6/2010	18.43
			5037589	603-5300-444.60-12		6/2010	23.90
			5037594	603-5300-444.40-41		6/2010	278.43
						* Total	320.76
06/03/2010	100568	LARSON COMPANIES	F201340266	603-5300-444.40-41		6/2010	171.11
			F201470043	603-0000-145.50-00		6/2010	216.96
						* Total	388.07
06/03/2010	100573	MASTER TRANSMISSION	213702	603-5300-444.40-41		5/2010	1,680.66
			213764	603-5300-444.40-41		6/2010	134.84
						* Total	1,815.50
06/03/2010	100577	MN DEPT OF PUBLIC SAFET	2 PLATES	603-5300-444.80-70		6/2010	6.00
						* Total	6.00
06/03/2010	100581	NEXTEL COMMUNICATIONS	acct 249383315	603-5300-444.50-20		5/2010	64.43
						* Total	64.43
06/03/2010	100587	POMP'S TIRE SERVICE, IN	537715	603-5300-444.60-14		5/2010	229.85
						* Total	229.85
06/03/2010	100597	TOTAL CONSTRUCTION & EQ	47056	603-5300-444.40-40		6/2010	457.68
						* Total	457.68
06/03/2010	100598	TOWMASTER TRAILERS INC	321239	603-5300-444.40-41		6/2010	312.76
						* Total	312.76
06/03/2010	100599	TRACTOR SUPPLY CREDIT P	acct 6035301200183679	603-5300-444.40-41		6/2010	96.40
			acct 6035301200183679	603-5300-444.60-12		6/2010	9.38
						* Total	105.78
06/03/2010	100600	TRENCHERS PLUS, INC.	1T69178	603-5300-444.40-41		5/2010	236.62
			1T69204	603-5300-444.40-41		5/2010	49.27
						* Total	285.89
06/03/2010	100601	TURFWERKS	SI222652	603-5300-444.40-41		6/2010	97.43
						* Total	97.43
06/03/2010	100608	WESTERN PETROLEUM COMPA	0209799	603-0000-145.50-00		5/2010	586.11
						* Total	586.11
06/03/2010	100612	YOCUM OIL COMPANY, INC.	982917	603-0000-145.60-00		5/2010	9,578.78
			982918	603-0000-145.60-00		5/2010	4,155.12
						* Total	13,733.90
06/09/2010	100617	ACE PAINT & HARDWARE	502681	603-5300-444.40-40		6/2010	8.51
			502695	603-5300-444.40-41		6/2010	19.17
						* Total	27.68

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/09/2010	100627	CENTENNIAL GLASS	WO 1532	603-5300-444.40-41		6/2010	39.95
			WO 1533	603-5300-444.40-41		6/2010	234.97
						* Total	274.92
06/09/2010	100651	EMERGENCY AUTOMOTIVE TE	0329107	603-5300-444.80-70		6/2010	958.69
						* Total	958.69
06/09/2010	100674	KIMBALL MIDWEST	1511371	603-5300-444.60-12		6/2010	764.27
			1513126	603-5300-444.60-12		6/2010	7.99
						* Total	772.26
06/09/2010	100690	MN LOCKS	101035827	603-5300-444.40-40		6/2010	26.72
						* Total	26.72
06/09/2010	100727	SHERWIN-WILLIAMS	94877	603-5300-444.40-40		6/2010	69.93
						* Total	69.93
				40 Checks	** Fund Total		33,742.45
05/26/2010	100474	MN LIFE INSURANCE CO	policy 27324	604-2200-416.20-62		5/2010	.98
						* Total	.98
05/26/2010	100482	OFFICEMAX INC	acct 687054	604-2200-416.60-10		5/2010	67.28
						* Total	67.28
06/03/2010	100588	PRECISION DATA SYSTEMS	vmcc copy paper	604-2200-416.60-05		6/2010	350.41
			grove copy paper	604-2200-416.60-05		6/2010	288.59
						* Total	639.00
06/03/2010	100592	S & T OFFICE PRODUCTS	MONICA	604-2200-416.60-10		6/2010	145.04
			041910	604-2200-416.60-10		6/2010	136.79
			1139	604-2200-416.60-10		6/2010	14.94
			1141	604-2200-416.60-10		6/2010	36.86
			1297	604-2200-416.60-10		6/2010	91.15
			1299	604-2200-416.60-10		6/2010	76.93
			1301	604-2200-416.60-10		6/2010	142.61
						* Total	644.32
				4 Checks	** Fund Total		1,351.58
05/25/2010	100397	US POSTMASTER	UTILITY MAILING	605-3100-419.50-35		5/2010	1,329.77
						* Total	1,329.77
05/26/2010	100438	HILLYARD INC	6313816	605-3100-419.60-11		5/2010	124.96
						* Total	124.96
05/26/2010	100474	MN LIFE INSURANCE CO	policy 27324	605-3100-419.20-62		5/2010	8.33
						* Total	8.33
06/03/2010	100595	TDS METROCOM	acct 6515540132	605-3100-419.50-20		6/2010	363.74
						* Total	363.74
06/09/2010	100719	SAM'S CLUB	acct 7715090063580633	605-3100-419.60-11		6/2010	75.19

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	75.19
06/09/2010	100736	THYSSENKRUPP ELEVATOR C	527325	605-3100-419.40-40		6/2010	303.84
						* Total	303.84
06/09/2010	100760	XCEL ENERGY	acct 5142529960	605-3100-419.40-20		6/2010	3,481.42
						* Total	3,481.42
06/09/2010	100761	XCEL ENERGY	acct 5142529960	605-3100-419.40-10		6/2010	1,274.43
			acct 5142529960	605-3100-419.40-20		6/2010	3,251.55
						* Total	4,525.98
				8 Checks	** Fund Total		10,213.23
05/26/2010	100421	EASTON, DIANE	panel for dell pc	606-1400-413.40-49		5/2010	37.47
						* Total	37.47
05/26/2010	100457	LOGISOLVE LLC	34328	606-1400-413.30-70		5/2010	698.75
			34636	606-1400-413.30-70		5/2010	3,507.50
						* Total	4,206.25
05/26/2010	100474	MN LIFE INSURANCE CO	policy 27324	606-1400-413.20-62		5/2010	9.81
						* Total	9.81
05/26/2010	100521	VERIZON WIRELESS	acct 280581502	606-1400-413.50-20		5/2010	32.50
						* Total	32.50
06/03/2010	100559	J-C PRESS	JCP1375	606-1400-413.60-10		6/2010	117.56
						* Total	117.56
06/03/2010	100584	OFFICE OF ENTERPRISE TE	APRIL	606-1400-413.30-70		6/2010	100.00
						* Total	100.00
06/09/2010	100695	MYLAN, PATRICK	cord/conduit - server	606-1400-413.60-65		6/2010	100.87
						* Total	100.87
06/09/2010	100725	SENSUS METERING SYSTEMS	ZA11002167	606-1400-413.40-44		6/2010	1,320.00
						* Total	1,320.00
				8 Checks	** Fund Total		5,924.46
05/26/2010	100461	MCDONALD CONSTRUCTION	escrow eng. inspection	702-0000-229.07-00		5/2010	370.00
			escrow rain garden	702-0000-229.86-00		5/2010	1,500.00
						* Total	1,870.00
05/28/2010	100528	HENNEPIN COUNTY DISTRIC	johnathon troy schuster	702-0000-229.02-00		5/2010	50.00
						* Total	50.00
06/08/2010	100614	STEARNS COUNTY SHERIFF'	crystal louise breezee	702-0000-229.10-00		6/2010	318.00
						* Total	318.00
06/08/2010	100615	WASHINGTON COUNTY SHERI	angela margarita hernadez	702-0000-229.10-00		6/2010	500.00
						* Total	500.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/09/2010	100632	CULLIGAN	acct 157984732428	702-0000-228.63-00		6/2010	27.82
						* Total	27.82
06/09/2010	100723	SCOTT COUNTY CLERK OF C	W2010001460	702-0000-229.10-00		6/2010	675.00
						* Total	675.00
				6 Checks	** Fund Total		3,440.82
05/26/2010	100474	MN LIFE INSURANCE CO	policy 27324	703-5500-446.20-62		5/2010	2.27
						* Total	2.27
06/03/2010	100560	JR'S APPLIANCE DISPOSAL	71315	703-5500-446.40-25		6/2010	284.40
						* Total	284.40
06/03/2010	100571	LIBERTY TIRE SERVICES	27283	703-5500-446.40-25		5/2010	80.40
						* Total	80.40
				3 Checks	** Fund Total		367.07
				418 Checks	*** Bank Total		1,789,067.31
			418 Checks	*** Grand Total			1,789,067.31

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Request No. 1 – Rock Island Swing Bridge Project (City Project 2009-24)

Meeting Date: June 14, 2010
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Eric Carlson – Parks & Recreation

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

PURPOSE/ACTION REQUESTED

Approve pay request No. 1 in the amount of \$67,277.10 for the Rock Island Swing Bridge Project – 2009-24.

SUMMARY

The City Council approved hiring Lametti & Sons Inc. on March 22, 2010 to construct the Rock Island Swing Bridge Recreational Pier project. The contractor is requesting payment of work completed to date. The project is funded from the following sources:

Overall Funding

Federal Grant	\$1,300,000
County State Aid Disaster Funds (demolition)	\$372,367
Dakota County	\$150,000
State of MN Historical Grant	\$100,000
Host Community Fund	\$95,000
Closed Bond Fund	\$95,000
Park Acquisition & Development Fund	\$95,000
Total	\$2,207,367

Overall Budget

Lametti & Sons	\$1,877,732
SEH Inc.	\$147,800
AGCS Marine Insurance Company	\$8,509
MN DNR	\$38,879
MN DOT	\$10,000
Project Contingency Budget	\$124,447
Total	\$2,207,367

To date the project is progressing on schedule and we have not experienced any issues.

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAYMENT VOUCHER

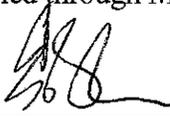
ESTIMATE NO. 1
DATE: June 9, 2010
PERIOD ENDING: May 31, 2010
CONTRACT: Rock Island Swing Bridge – City Project 2009-24
PROJECT NO: 2009-24

TO: Lametti & Sons, Inc.
16028 Forest Blvd. N.
Hugo, MN 55038

A. Original Contract Amount.....\$1,877,732.00
B. Total Addition (Change Order No. 1)..... NA
C. Total Deductions NA
D. TOTAL CONTRACT AMOUNT\$1,877,732.00
E. TOTAL VALUE OF WORK TO DATE\$70,818.00
F. LESS RETAINED 5%.....\$3,540.90
G. Less Previous Payment.....\$0.00
H. TOTAL APPROVED FOR PAYMENT THIS VOUCHER.....\$67,277.10
I. TOTAL PAYMENTS INCLUDING THIS VOUCHER.....\$67,277.10

APPROVALS:

Pursuant to our field observations, I hereby recommend for payment the above stated amount for work performed through May 31, 2010.

Signed by:  _____

6-9-10
Date

Signed by: _____
George Tourville, Mayor

Date

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Change Order No. 1 – Rock Island Swing Bridge Project (City Project 2009-24)

Meeting Date: June 14, 2010
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Eric Carlson – Parks & Recreation

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve change order #1 in the amount of TBD for the Rock Island Swing Bridge Project. The entire change order is funded by the State of MN. The new contract total with Lametti & Sons Inc. is TBD.

The Council is also asked to approve an amendment to the Cooperative Agreement for Funding of Bridge 56000 Demolition with Washington County to allow the City to be reimbursed for this work.

SUMMARY

Pier 9 needs to be removed as a part of our project. Pier 9 was not required to be removed by the USCG but after discussing the removal with Washington County and MN DOT it makes sense to remove the remnants of this pier as a part of our project for the future safety of boaters using the river.

All costs associated with the removal of Pier 9 will be reimbursed to the City by the State of MN. The additional costs are:

MN DNR	Permit amendment	\$150
Lametti & Sons Inc.	Pier removal	TBD

Note

The actual change order figure will be available at the Council meeting

**AMENDMENT AGREEMENT RELATING TO COOPERATIVE AGREEMENT
FOR FUNDING OF BRIDGE 5600 DEMOLITION**

This **AMENDMENT AGREEMENT** (Amendment) is made and entered into this ____ day of June, 2010, by and between the City of Inver Grove Heights, a municipal corporation, hereinafter referred to as the "City" and Washington County, a political subdivision of the State of Minnesota, hereinafter referred to as "Washington County".

WHEREAS, the City and Washington County entered into a Cooperative Agreement for Funding of Bridge 5600 Demolition (the "Cooperative Agreement").

WHEREAS, the second recital within the Cooperative Agreement defines the Project and states as follows:

The United States Coast Guard has ordered that the navigation spans commonly referred to as piers 6, 7 and 8 (the "project") further identified in Exhibit A to be removed from the river.

WHEREAS, the parties desire to add pier 9 to the project.

NOW THEREFORE, the City and Washington County do hereby agree:

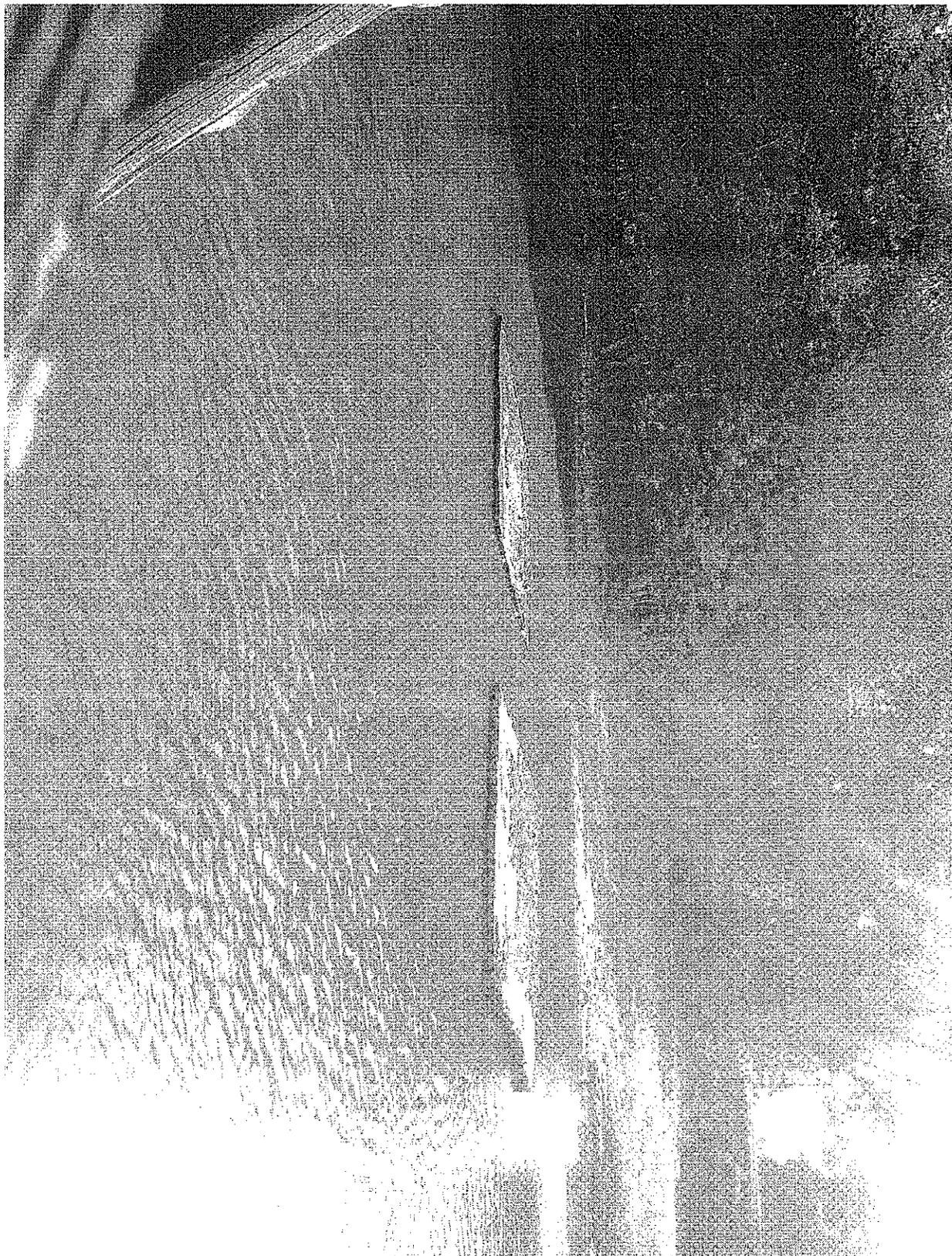
- 1.1** **Amendment**. The second recital contained in the Cooperative Agreement is hereby amended to read:

The United States Coast Guard has ordered that the navigation spans commonly referred to as piers 6, 7 ~~and 8~~, 8 and 9 (the "project") further identified in Exhibits A and B to be removed from the river.

- 1.2** **Amendment**. The photograph depicting pier 9 attached to this Amendment shall be added to the Cooperative Agreement as Exhibit B.

- 1.3** **Continuing Effect**. Except as amended above, the other terms and conditions of the Cooperative Agreement remain in full force and effect.

EXHIBIT B



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 12 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation

Meeting Date: June 14, 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. 12 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation.

SUMMARY The contract was awarded in an amount of \$11,501,900 to Shaw Lundquist Associates on April 27, 2009 for the project identified above. It has been subsequently amended with nine change orders for a total contract amount now of \$11,815,612.00.

The contractor has completed the work through May 31, 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. 12 in the amount of \$927,732.00 to Shaw Lundquist Associates for work on City Project No. 2008-18 – Public Safety Addition/City Hall Renovation.

Attachment: Pay Voucher No. 12

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAYMENT VOUCHER

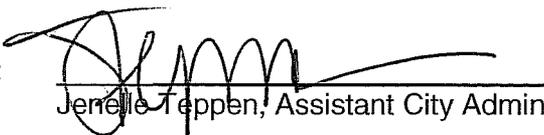
ESTIMATE NO: 12 (twelve)
DATE: June 3, 2010
PERIOD ENDING: May 31, 2010
CONTRACT: Public Safety Addition City Hall Renovation
PROJECT NO: 2008-18 – Public Safety Addition/City Hall Renovation

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

Original Contract Amount\$11,501,900
Total Addition\$313,712.00
Total Deduction\$0.00
Total Contract Amount\$11,815,612.00
Total Value of Work to Date \$7,885,067.00
Less Retained (5%) \$394,253.35
Less Previous Payment\$6,563,081.65
Total Approved for Payment this Voucher \$927,732.00
Total Payments including this Voucher \$7,490,813.65

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 May 31, 2010.

Signed by: 
Jenelle Teppen, Assistant City Administrator

June 14, 2010

Signed by: _____
Shaw Lundquist Associates

Date

Signed by: _____
George Tourville, Mayor

June 14, 2010

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 11 PAGES

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

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

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

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

CONTRACT FOR: General Construction

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 11,501,900.00
2. Net change by Change Orders \$ 313,712.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 11,815,612.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 7,885,067.00

5. RETAINAGE:
 - a. 5 % of Completed Work \$ 394,253.35
 (Column D + E on G703)
 - b. 5 % of Stored Material \$ 0.00
 (Column F on G703)
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 394,253.35

6. TOTAL EARNED LESS RETAINAGE \$ 7,490,813.65
 (Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 6,563,081.65
8. CURRENT PAYMENT DUE \$ 927,732.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 4,324,798.35

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$278,032.00	
Total approved this Month	\$35,680.00	
TOTALS	\$313,712.00	\$0.00
NET CHANGES by Change Order	\$313,712.00	

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA® © 1992
 Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

APPLICATION NO: 12
 APPLICATION DATE: May 24, 2010
 PERIOD TO: May 31, 2010
 PROJECT NOS: #1643.01
 CONTRACT DATE: May 19, 2009

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

CONTRACTOR: SHAW-LUNDQUIST ASSOCIATES, INC.

By:  Date: June 2, 2010
 Thomas J. Meyers - Vice President
 State of: Minnesota County: 
 Subscribed and sworn to before me this 2nd day of June, 2010
 Notary Public: 
 My Commission expires: 1-31-2011
 CYNTHIA MARIE SHOWRIN
 Notary Public-State of Minnesota
 My Commission Expires
 January 31, 2011

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 927,732.00

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

ARCHITECT:  Date: June 8, 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.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 11 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 12
 APPLICATION DATE: May 25, 2010
 PERIOD TO: May 31, 2010
 OWNER'S PROJECT NO: #1643.01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
PHASE 1									
01010	Mobilization/Project Setup	14,676.00	14,676.00		19,612.00		14,676.00	100.00%	
01020	Supervision & Project Management	259,344.00	237,732.00		19,612.00		257,344.00	99.23%	2,000.00
01030	Layout & misc. survey	6,180.00	6,180.00				6,180.00	100.00%	
01040	Performance Bonds	79,857.00	79,857.00				79,857.00	100.00%	
01050	General liability insurance	30,480.00	30,480.00				30,480.00	100.00%	
01060	Enclosed building heat,electric, misc. utility equipment rentals, small tools	56,880.00	56,880.00				56,880.00	100.00%	
01070	Safety and enclosures	6,138.00	5,668.00		370.00		6,038.00	98.37%	100.00
01080	Temporary Fence	4,614.00	4,614.00				4,614.00	100.00%	
01090	Project Sign	15,750.00	15,750.00				15,750.00	100.00%	
01100	Toilets/Trailers/Telephone	688.00	688.00				688.00	100.00%	
01110	Dumpsters/general cleaning	14,700.00	13,475.00		1,000.00		14,475.00	98.47%	225.00
01120	Punchlist/final Cleaning/project closeout/O	35,664.00	32,692.00		2,300.00		34,992.00	98.12%	672.00
01130	excavation work	10,545.00					10,545.00	0.00%	
31 2300	plant mixed asphalt pavement, porous aspha	230,287.00	222,287.00		5,000.00		227,287.00	98.70%	3,000.00
32 1206	concrete curbs, median and driveways	68,910.00	15,000.00		48,910.00		63,910.00	92.74%	5,000.00
32 1314	concrete curb & gutter	26,400.00	5,280.00		19,000.00		24,280.00	91.97%	2,120.00
32 1613	Landscaping, irrigation, retaining walls	27,162.00	25,000.00		2,162.00		27,162.00	100.00%	
32 3241	selective demolition for remodeling	100,980.00	108,500.00		8,000.00		116,500.00	0.00%	100,980.00
33 1000	concrete reinforcing steel	123,000.00	46,500.00		1,400.00		47,900.00	94.72%	6,500.00
02 4119	reinforcing steel labor	47,900.00	29,635.00				29,635.00	100.00%	
03 2000	cast-in-place concrete	29,635.00	24,000.00				24,000.00	100.00%	
03 2001	polished concrete	24,000.00	368,285.00				368,285.00	100.00%	
03 3000		368,285.00	17,856.00		736.00		17,856.00	100.00%	
03 3510		17,856.00	1,360,299.00		108,490.00		1,468,789.00		
Page Totals		1,599,931.00	1,360,299.00		108,490.00		1,468,789.00		131,142.00
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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 3 OF 11 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

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

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

APPLICATION NO: 12
 APPLICATION DATE: May 25, 2010
 PERIOD TO: May 31, 2010
 OWNER'S PROJECT NO: #1643.01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
04 2000	unit masonry, precast arch, Concrete	660,894.00	647,714.00	7,200.00			654,914.00	99.10%	5,980.00	
05 5000	Steel, Misc. Metal Materials	304,490.00	300,491.00	3,999.00			304,490.00	100.00%		
05 5001	Steel, Misc. Metal Labor	139,300.00	137,535.00	1,765.00			139,300.00	100.00%		
06 1053	Miscellaneous carpentry	27,570.00	27,570.00				27,570.00	100.00%		
06 4100	Architectural woodwork	117,456.00	12,800.00	98,000.00			110,800.00	94.33%	6,656.00	
06 4101	Architectural woodwork Labor	31,491.00		29,000.00			29,000.00	92.09%	2,491.00	
07 1326	hot-fluid applied asphalt waterproofing	18,000.00	18,000.00				18,000.00	100.00%		
07 2726	moisture barrier	23,700.00	23,700.00				23,700.00	100.00%		
07 4213	metal panels	78,233.00	37,170.00	25,000.00			62,170.00	79.47%	16,063.00	
07 5400	Roofing, sheetmetal flashing & trim	137,780.00	130,850.00	4,900.00			135,750.00	98.53%	2,030.00	
07 9200	joint sealers	15,306.00	11,577.00	3,500.00			15,077.00	98.50%	229.00	
07 9513	expansion joint cover assemblies	5,667.00		5,667.00			5,667.00	100.00%		
08 1113	HM doors, wood doors, finish hardware	151,596.00	143,596.00	7,000.00			150,596.00	99.34%	1,000.00	
08 3113	access panels	2,483.00	66,420.00	2,483.00			66,420.00	100.00%		
08 3313	Overhead colling doors, grilles, four fold door	66,420.00	365,814.00	24,000.00			389,814.00	98.92%	4,242.00	
08 4423	glazed aluminum curtainwalls, glazing	394,056.00						0.00%		
08 7115	automatic door operators	3,130.00		15,000.00			15,000.00	79.22%	3,130.00	
08 9100	louver and vents	18,935.00	321,000.00	13,000.00			334,000.00	98.88%	3,935.00	
09 2900	Drywall, mtl framing, fireproofing, plaster	337,800.00	30,710.00	28,000.00			30,710.00	100.00%		
09 3100	tile	30,710.00	57,240.00	3.00			85,240.00	87.33%	12,362.00	
09 5123	acoustical tile ceilings & wall panels	97,602.00		3.00			3.00	0.06%	4,974.00	
09 6723	resinous flooring	4,977.00	74,856.00	3,000.00			77,856.00	89.33%	9,300.00	
09 6813	carpet tile & resilient flooring, entrance mat	87,156.00						0.00%		
09 7750	fiberglass reinforced panels	390.00							390.00	
Page Totals		2,755,142.00	2,407,043.00	271,517.00		0.00	2,678,560.00		76,582.00	0

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 4 OF 11 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

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

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APPLICATION NO: 12

APPLICATION DATE: May 25, 2010

PERIOD TO: May 31, 2010

OWNER'S PROJECT NO: #1643.01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN- D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			COMPLETED AND STORED TO DATE	% (G ÷ C)		
09 9000	painting and coatings	40,826.00	26,990.00	5,000.00			31,990.00	78.36%	8,836.00	
10 1000	visual display boards	6,872.00					6,872.00	0.00%	6,872.00	
10 1413	interior signage	3,468.00					3,468.00	0.00%	3,468.00	
10 1451	exterior signage	5,871.00					5,871.00	0.00%	5,871.00	
10 2113	toilet compartments	10,160.00	8,705.00	1,455.00			10,160.00	100.00%	4,499.00	
10 2219	dismountable partitions	4,499.00					4,499.00	0.00%		
10 2800	toilet accessories	6,852.00	6,852.00				6,852.00	100.00%		
10 4413	fire protection specialties	2,274.00	2,274.00				2,274.00	100.00%		
10 5113	metal lockers	18,413.00					18,413.00	0.00%		
10 5114	police evidence lockers	78,620.00		78,620.00			78,620.00	100.00%	12,205.00	
10 5613	metal storage shelving	12,205.00					12,205.00	0.00%	5,880.00	
10 6500	wire mesh partitions	5,880.00					5,880.00	0.00%	1,557.00	
10 7500	flagpoles	1,557.00					1,557.00	0.00%	355.00	
10 9000	fire department lock boxes	355.00					355.00	0.00%	2,884.00	
11 1930	detention furnishings	70,484.00	49,600.00	18,000.00			67,600.00	95.91%	5,915.00	
11 3100	appliances	5,915.00					5,915.00	0.00%		
11 5213	projection screens	7,146.00	6,457.00	689.00			7,146.00	100.00%	28,583.00	
12 2413	roller shades	28,583.00					28,583.00	0.00%		
13 4200	bullet resistant transaction window	10,631.00	10,631.00				10,631.00	100.00%	11,433.00	
14 2400	holed hydraulic elevators	121,273.00	109,840.00				109,840.00	90.57%	4,816.00	
21 0000	fire suppression	53,823.00	49,007.00				49,007.00	91.05%		
22 0000	Mechanical									
22 0001	Permit/ Mobilize	13,600.00	13,600.00				13,600.00	100.00%		
22 0002	Infloor Heat L	25,000.00	24,000.00	1,000.00			25,000.00	100.00%		
22 0003	Infloor Heat M	39,000.00	38,500.00	500.00			39,000.00	100.00%		
22 0004	Hot Water L	77,663.00	72,500.00	4,800.00			77,300.00	99.53%	363.00	
22 0005	Hot Water M	48,274.00	45,641.00	2,633.00			48,274.00	100.00%		
22 0006	Geo Core Piping L	87,350.00	75,500.00	6,000.00			81,500.00	93.30%	5,850.00	
22 0007	Geo Core Piping M	42,800.00	38,000.00	4,800.00			42,800.00	100.00%		
	Page Totals	829,394.00	578,097.00	123,497.00		0.00	701,594.00		127,800.00	0

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CONTINUATION SHEET

ALA DOCUMENT G703

PAGE 5 OF 11 PAGES

ALA 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: 12

APPLICATION DATE: May 25, 2010

PERIOD TO: May 31, 2010

OWNER'S PROJECT NO: #1643.01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+G)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)					% (G ÷ C)		
22 0007	Heat Pump Piping L	15,000.00	12,500.00		2,500.00		15,000.00	100.00%		
22 0008	Heat Pump Piping M	9,541.00	6,400.00		3,141.00		9,541.00	100.00%		
22 0009	CUH Radiation L	16,000.00	12,000.00		4,000.00		16,000.00	100.00%		
22 0010	CUH Radiation M	25,000.00	23,800.00		1,200.00		25,000.00	100.00%		
22 0011	Hydronic Pumps L	20,000.00	17,300.00		2,700.00		20,000.00	100.00%		
22 0012	Hydronic Pumps M	45,000.00	45,000.00				45,000.00	100.00%		
22 0013	Hydronic Tank L	10,000.00	10,000.00				10,000.00	100.00%		
22 0014	Hydronic Tank M	20,000.00	20,000.00				20,000.00	100.00%		
22 0015	Condensation L	14,500.00	11,600.00				11,600.00	80.00%	2,900.00	
22 0016	Condensation M	8,500.00	7,300.00				7,300.00	85.88%	1,200.00	
22 0017	Humidifiers L	10,000.00						0.00%	10,000.00	
22 0018	Humidifiers M	13,000.00	13,000.00				13,000.00	100.00%		
22 0019	Fixtures/ Water Heaters/ Pumps L	49,550.00	25,380.00		12,000.00		37,380.00	75.44%	12,170.00	
22 0020	Fixtures/ Water Heaters/ Pumps M	130,500.00	120,200.00		10,300.00		130,500.00	100.00%		
22 0021	Water Vent, RWL, Drains L	86,370.00	86,370.00				86,370.00	100.00%		
22 0022	Water Vent, RWL, Drains M	98,500.00	98,500.00				98,500.00	100.00%		
22 0023	Water Pipe L	50,000.00	47,000.00		3,000.00		50,000.00	100.00%		
22 0024	Water Pipe M	39,680.00	39,680.00				39,680.00	100.00%		
22 0025	Pipe Insulation L	50,700.00	44,900.00		2,500.00		47,400.00	93.49%	3,300.00	
22 0026	Pipe Insulation M	35,400.00	29,600.00				29,600.00	83.62%	5,800.00	
22 0027	HVAC GCs	15,000.00	15,000.00				15,000.00	100.00%		
22 0028	Mobilization	5,000.00	5,000.00				5,000.00	100.00%		
22 0029	Equipment Rental	6,000.00	3,000.00		1,500.00		4,500.00	75.00%	1,500.00	
22 0030	Permit	16,000.00	16,000.00				16,000.00	100.00%		
22 0031	Demo	15,000.00	1,000.00		10,000.00		11,000.00	73.33%	4,000.00	
22 0032	Testing Adjusting and Balancing	25,000.00	2,300.00				2,300.00	9.20%	22,700.00	
22 0033	Duct Insulation	50,000.00	18,100.00		17,555.00		35,655.00	71.31%	14,345.00	
22 0034	Controls	150,000.00	68,800.00		43,000.00		111,800.00	74.53%	38,200.00	
22 0035	Metal Ducts L	205,000.00	111,800.00		41,000.00		152,800.00	74.54%	52,200.00	
	Page Totals	1,234,241.00	911,530.00		155,596.00	0.00	1,067,126.00		167,115.00	0

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 6 OF 11 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

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APPLICATION NO: 12

APPLICATION DATE: May 25, 2010

PERIOD TO: May 31, 2010

OWNER'S PROJECT NO: #1643.01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL		H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
22 0036	Metal Ducts M	70,000.00	26,500.00	22,500.00			48,800.00	69.71%	21,200.00	
22 0037	Air Duct Acc. L	25,000.00	12,500.00	3,200.00			15,700.00	62.80%	9,300.00	
22 0038	Air Duct Acc. M	13,000.00	8,150.00				8,150.00	62.69%	4,850.00	
22 0039	HVAC Power Vent L	10,500.00	4,000.00	900.00			4,900.00	46.67%	5,600.00	
22 0040	HVAC Power Vent M	8,500.00	8,500.00				8,500.00	100.00%		
22 0041	Diffusers, Registers, Grilles L	36,749.00	21,300.00	7,000.00			28,300.00	77.01%	8,449.00	
22 0042	Diffusers, Registers, Grilles M	37,621.00	20,000.00	8,000.00			28,000.00	74.43%	9,621.00	
22 0043	Modular Indoor Central AHU L	35,860.00	16,800.00				16,800.00	46.85%	19,060.00	
22 0044	Modular Indoor Central AHU M	300,000.00	208,120.00	75,800.00			283,920.00	94.64%	16,080.00	
22 0045	Geothermal L	105,000.00	105,000.00				105,000.00	100.00%		
22 0046	Geothermal M	95,000.00	95,000.00				95,000.00	100.00%		
26 0000	Electrical									
26 0001	Raceway L	106,300.00	106,240.00				106,240.00	99.94%	60.00	
26 0002	Raceway M	56,400.00	55,580.00				55,580.00	98.55%	820.00	
26 0003	Wire and Cable L	23,600.00	20,200.00	3,000.00			23,200.00	98.31%	400.00	
26 0004	Wire and Cable M	84,300.00	82,700.00				82,700.00	98.10%	1,600.00	
26 0005	Distribution L	20,100.00	20,100.00				20,100.00	100.00%		
26 0006	Distribution M	61,500.00	61,500.00				61,500.00	100.00%		
26 0007	Fixtures L	46,700.00	41,700.00	4,100.00			45,800.00	98.07%	900.00	
26 0008	Fixtures M	75,800.00	75,800.00				75,800.00	100.00%		
26 0009	Devices L	10,500.00	1,500.00	8,800.00			10,300.00	98.10%	200.00	
26 0010	Devices M	9,300.00	9,300.00				9,300.00	100.00%		
26 0011	Underground L	4,400.00	4,400.00				4,400.00	100.00%		
26 0012	Underground M	9,500.00	9,500.00				9,500.00	100.00%		
26 0013	Permit, Demo Mobilize L	9,700.00	9,700.00				9,700.00	100.00%		
26 0014	Permit, Demo Mobilize M	8,700.00	8,700.00				8,700.00	100.00%		
26 0015	Generator L	5,300.00		5,300.00			5,300.00	100.00%		
26 0016	Generator M	237,000.00	237,000.00				237,000.00	100.00%		
Page Totals		1,506,330.00	1,269,590.00	138,600.00		0.00	1,408,190.00	92.42%	98,140.00	
Phase I Totals		7,925,038.00	6,526,559.00	797,700.00		0.00	7,324,259.00		600,779.00	

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 7 OF 11 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
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 APPLICATION DATE: May 25, 2010
 PERIOD TO: May 31, 2010
 OWNER'S PROJECT NO.: #1643.01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+G)		H BALANCE TO FINISH (C - G)	I RETAINAGE (F-VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)				% (G + C)			
	PHASE 2									
01010	Mobilization/Project Setup	9,784.00							9,784.00	
01020	Supervision & Project Management	172,896.00							172,896.00	
01030	Layout & misc. survey	4,120.00							4,120.00	
01040	Performance Bonds	53,238.00							53,238.00	
01050	General liability insurance	20,320.00							20,320.00	
01060	Enclosed building heat,electric,misc. utilities	37,920.00							37,920.00	
01070	equipment rentals,small tools	4,092.00							4,092.00	
01080	Safety and enclosures	3,076.00							3,076.00	
01090	Temporary Fence	5,250.00							5,250.00	
01100	Project Sign	458.00							458.00	
01110	Toilets/Trailers/Telephone	9,800.00							9,800.00	
01120	Dumpsters/general cleaning	23,776.00							23,776.00	
01130	Punchlist/final Cleaning/project closeout/O	7,030.00							7,030.00	
31 2300	excavation work	153,524.00							153,524.00	
32 1206	plant mixed asphalt pavement, porous aspha	45,940.00							45,940.00	
32 1314	concrete walks,median and driveways	17,600.00							17,600.00	
32 1613	concrete curb & gutter	14,422.00							14,422.00	
32 3241	Landscaping,irrigation,retaining walls	67,320.00							67,320.00	
33 1000	site utilities	82,000.00							82,000.00	
02 4119	selective demolition for remodeling	31,934.00							31,934.00	
03 2000	concrete reinforcing steel	19,757.00							19,757.00	
03 2001	reinforcing steel labor	16,000.00							16,000.00	
03 3000	cast-in-place concrete	245,524.00							245,524.00	
03 3510	polished concrete	11,904.00							11,904.00	
	Page Totals	1,057,685.00	0.00	0.00	0.00	0.00	0.00	0.00	1,057,685.00	0

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APPLICATION DATE: May 25, 2010

PERIOD TO: May 31, 2010

OWNER'S PROJECT NO: #1643.01

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			FROM PREVIOUS APPLICATION (D + E)				% (G ÷ C)			
04 2000	unit masonry, precast arch. Concrete	190,116.00							190,116.00	
05 5000	Steel, Misc. Metal Material	130,495.00							130,495.00	
05 5001	Steel, Misc. Metal Labor	59,700.00							59,700.00	
06 1053	miscellaneous carpentry	18,380.00							18,380.00	
06 4100	architectural woodwork	78,304.00							78,304.00	
06 4101	Architectural woodwork Labor	20,994.00							20,994.00	
07 1326	hot-fluid applied asphalt waterproofing	12,000.00							12,000.00	
07 2726	moisture barrier	15,800.00							15,800.00	
07 4213	metal panels	74,815.00							74,815.00	
07 5400	Roofing, shee metal flashing & trim	54,665.00							54,665.00	
07 9200	joint sealers	10,204.00							10,204.00	
07 9513	expansion joint cover assemblies	3,778.00							3,778.00	
08 1113	HM doors, wood doors, finish hardware	101,064.00							101,064.00	
08 3113	access panels	1,655.00							1,655.00	
08 3313	coiling counter doors	19,323.00							19,323.00	
08 4423	glazed aluminum curtainwalls, glazing	212,184.00		1,500.00			1,500.00		210,684.00	
08 7115	automatic door operators	3,131.00							3,131.00	
08 9100	louver and vents	12,623.00							12,623.00	
09 2900	Drywall, mtl framing, fireproofing, plaster	225,200.00							225,200.00	
09 3100	tile	16,120.00							16,120.00	
09 5123	acoustical tile ceilings & wall panels	152,398.00							152,398.00	
09 6723	resinous flooring	3,318.00							3,318.00	
09 6813	carpet tile & resilient flooring, entrance mat	58,104.00		49,905.00			49,905.00		8,199.00	
09 7750	fiberglass reinforced panels	260.00							260.00	
Page Totals		1,474,631.00	51,405.00		0.00%	0.00	51,405.00		1,423,226.00	0

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APPLICATION DATE: May 25, 2010

PERIOD TO: May 31, 2010

OWNER'S PROJECT NO: #1643.01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD.	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)						
09 9000	painting and coatings	35,500.00						35,500.00	
10 1000	visual display boards	4,581.00						4,581.00	
10 1413	interior signage	2,312.00						2,312.00	
10 1451	exterior signage	3,914.00						3,914.00	
10 2113	toilet compartments	6,773.00						6,773.00	
10 2219	dismountable partitions	2,999.00						2,999.00	
10 2800	toilet accessories	4,568.00						4,568.00	
10 4413	fire protection specialties	1,516.00						1,516.00	
10 5113	metal lockers	12,276.00						12,276.00	
10 5114	police evidence lockers	0.00							
10 5613	metal storage shelving	8,136.00						8,136.00	
10 6500	wire mesh partitions	3,920.00						3,920.00	
10 7500	flagpoles	1,038.00						1,038.00	
10 9000	fire department lock boxes	237.00						237.00	
11 1930	detention furnishings	0.00							
11 3100	appliances	3,943.00						3,943.00	
11 5213	projection screens	650.00						650.00	
12 2413	roller shades	2,602.00						2,602.00	
13 4200	bullet resistant transaction window	7,088.00						7,088.00	
14 2400	holed hydraulic elevators	10,000.00						10,000.00	
21 0000	fire suppression	42,163.00						42,163.00	
22 0000	Mechanical								
22 0001	Infloor Heat L	5,000.00						5,000.00	
22 0002	Infloor Heat M	4,000.00						4,000.00	
22 0003	Hot Water L	5,500.00						5,500.00	
22 0004	Hot Water M	2,500.00						2,500.00	
22 0005	Geo Piping L	5,500.00						5,500.00	
22 0006	Geo Piping M	4,000.00						4,000.00	
Page Totals		180,716.00	0.00	0.00	0.00	0.00	0.00	180,716.00	0

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 10 OF 11 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 12
 APPLICATION DATE: May 25, 2010
 PERIOD TO: May 31, 2010
 OWNER'S PROJECT NO: #1643.01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+G)		H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
								% (G+C)		
22 0007	CUH Radiation L	8,000.00								
22 0008	CUH Radiation M	4,000.00								
22 0009	Plumbing Permit	1,500.00								
22 0010	Fixtures/ Water Heaters/ Pumps L	5,000.00								
22 0011	Fixtures/ Water Heaters/ Pumps M	11,557.00								
22 0012	Water Vent, RWL, Drains L	13,800.00								
22 0013	Water Vent, RWL, Drains M	6,139.00								
22 0014	Water Pipe L	7,000.00								
22 0015	Water Pipe M	4,000.00								
22 0016	Pipe Insulation L	26,200.00								
22 0017	Pipe Insulation M	13,500.00								
22 0018	Metal Ducts L	36,500.00								
22 0019	Metal Ducts M	9,500.00								
22 0020	Geothermal L	60,614.00								
22 0021	Geothermal M	53,420.00								
26 0000	Electrical									
26 0001	Raceway L	103,200.00		10,000.00			10,000.00		93,200.00	
26 0002	Raceway M	52,600.00		4,600.00			4,600.00		48,000.00	
26 0003	Wire and Cable L	26,200.00		4,100.00			4,100.00		22,100.00	
26 0004	Wire and Cable M	70,100.00		16,700.00			16,700.00		53,400.00	
26 0005	Distribution L	12,200.00							12,200.00	
26 0006	Distribution M	27,200.00							10,200.00	
26 0007	Fixtures L	38,000.00							38,000.00	
26 0008	Fixtures M	190,300.00		63,700.00			63,700.00		14,920.00	
26 0009	Devices L	9,250.00							9,250.00	
26 0010	Devices M	8,750.00							5,750.00	
26 0011	Underground L	6,900.00							6,900.00	
26 0012	Underground M	19,900.00							19,900.00	
26 0013	Permit, Demo Mobilize L	29,350.00							29,350.00	
26 0014	Permit, Demo Mobilize M	9,150.00		2,000.00			2,000.00		7,150.00	
	Page Totals	863,830.00		101,100.00			101,100.00		631,050.00	
	Phase 2 Totals	3,576,862.00		152,505.00			152,505.00		3,292,677.00	
						0.00	-284,185.00	7.95%		0

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AIA DOCUMENT G703

PAGE 11 OF 11 PAGES

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: 12

APPLICATION DATE: May 25, 2010

PERIOD TO: May 31, 2010

OWNER'S PROJECT NO: #1643.01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G ÷ C %	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
50 0001	Change Order #1	88,184.00	88,184.00				88,184.00	100.00%		
50 0002	Change Order #2	22,369.00	22,369.00				22,369.00	100.00%		
50 0003	Change Order #3	23,670.00	23,670.00				23,670.00	100.00%		
50 0004	Change Order #4	40,020.00	40,020.00				40,020.00	100.00%		
50 0005	Change Order #5	26,835.00	23,585.00				23,585.00	87.89%	3,250.00	
50 0006	Change Order #6	20,415.00	20,415.00				20,415.00	100.00%		
50 0007	Change Order #7	31,057.00						0.00%	31,057.00	
50 0008	Change Order #8	25,482.00						89.08%	2,782.00	
50 0009	Change Order #9	35,680.00						100.00%		
Change Order Totals		313,712.00	229,443.00		47,180.00		276,623.00	66.73%	37,089.00	
Contract Totals		11,815,612.00	6,908,507.00		976,560.00		7,885,067.00		3,930,545.00	

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 3 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation
Low Voltage Contractors

Meeting Date: June 14, 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. 3 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 May 25, 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. 3 in the amount of \$9,500.00 to Low Voltage Contractors for work on City Project No. 2008-18 – Public Safety Addition/City Hall Renovation.

Attachment: Pay Voucher No. 3

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO: 3 (Three)
DATE: June 14, 2010
PERIOD ENDING: May 25, 2010
CONTRACT: Public Safety Addition City Hall Renovation
PROJECT NO: 2008-18 – Public Safety Addition/City Hall Renovation

TO: Low Voltage Contractors
4200 West 76th 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 145,000.00
Less Retained (5%) \$7,250.00
Less Previous Payment \$128,250.00

Total Approved for Payment this Voucher \$9,500.00
Total Payments including this Voucher \$137,750.00

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 May 25, 2010.

Signed by:  _____ June 14, 2010
Jenelle Teppen, Assistant City Administrator

Signed by: _____ Date _____
Low Voltage Contractors

Signed by: _____ June 14, 2010
George Tourville, Mayor

APPLICATION AND CERTIFICATE FOR PAYMENT

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:

ALA DOCUMENT G702 (Instructions on reverse side) PAGE 1 OF 2 PAGES

CONTRACT FOR:

APPLICATION NO: **3**
 PERIOD TO: **5/25/2010**
 PROJECT NOS: **1643, 01**
 CONTRACT DATE: **2/8/2010**

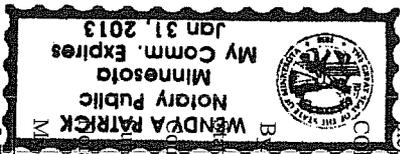
CONTRACTOR'S APPLICATION FOR PAYMENT

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. \$ **\$145,000.00**
 Column G on G703)
5. RETAINAGE
 - a. 5% % of Completed Work \$ _____ **\$7,250.00**
 (Columns D + E on G703)
 - b. 5% % of Stored Material \$ _____
 (Column F on G703)
 Total Retainage (line 5a + 5b or Total in Column I on G703) \$ **\$7,250.00**
6. TOTAL EARNED LESS RETAINAGE \$ **\$137,750.00**
 (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
 (Line 6 from prior Certificate) \$ **\$128,250.00**
8. CURRENT PAYMENT DUE \$ **\$9,500.00**
9. BALANCE TO FINISH, INCLUDING RETAINAGE
 (Line 3 less Line 6) \$ **\$99,250.00**

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
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: **Brian Gould** Date: **May 25, 2010**
 State of: **Minnesota**
 I, **Brian Gould**, do hereby certify and swear before me this **25th** day of **May**, 2010 that the above information is true and correct.
 My Commission expires: **Jan 31, 2013**
 Notary Public: **Wendy A. Patrick**

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 \$ **9,500.00**
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

By: **[Signature]** Date: **4 June 2010**
 ARCHITECT
 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: **3**
 APPLICATION DATE: **05/25/10**
 PERIOD TO: **05/25/10**
 ARCHITECT'S PROJECT NO: **1643.01**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE) 5%
			FROM PREVIOUS APPLICATION (D + E)				% (G - C)			
1	Material	175,049.00	\$105,500		5,000.00		110,500.00	63%	64,549.00	5,525.00
2	Wire	17,103.00	\$13,000		1,000.00		14,000.00	82%	3,103.00	700.00
3	Freight	5,388.00	\$3,500		500.00		4,000.00	74%	1,388.00	200.00
4	Labor	39,460.00	\$13,000		3,500.00		16,500.00	42%	22,960.00	825.00
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
21										
22										
23										
24										
		237,000.00	\$135,000.00		10,000.00		145,000.00		92,000.00	7,250.00

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APPLICATION AND CERTIFICATE FOR PAYMENT

AIA 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: **3** Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

PERIOD TO: **5/25/2010**

PROJECT NOS: **1643.01**

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

CONTRACTOR'S APPLICATION FOR PAYMENT

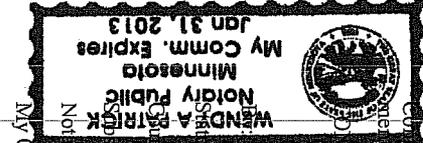
Application is made for payment, as shown below, in connection with the contract. Continuation Sheet, AIA Document G703, is attached.

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2. Net change by Change Orders \$ _____
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ **\$237,000.00**
4. TOTAL COMPLETED & STORED TO DATE \$ **\$145,000.00**
Column G on G703
5. RETAINAGE
 - a. 5% % of Completed Work \$ **\$7,250.00**
(Columns D + E on G703)
 - b. 5% % of Stored Material \$ _____
(Column F on G703)

Total Retainage (line 5a + 5b or Total in Column I on G703) \$ **\$7,250.00**
6. TOTAL EARNED LESS RETAINAGE \$ **\$137,750.00**
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) \$ **\$128,250.00**
8. CURRENT PAYMENT DUE \$ **\$9,500.00**
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ **\$99,250.00**

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
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: **Brian Gould** Date: **May 25, 2010**
State of: **Minnesota**
Notary Public: **[Signature]** day of **May** 2010
My Commission expires: **Jan 31, 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 \$ **9,500**

(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.)

By: **[Signature]** Date: **4 June 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

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APPLICATION NO: **3**
 APPLICATION DATE: **05/25/10**
 PERIOD TO: **05/25/10**
 ARCHITECTS PROJECT NO: **1643.01**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE) 5%
			FROM PREVIOUS APPLICATION (D + E)				% (G - C)			
1	Material	175,049.00	\$105,500		5,000.00		110,500.00	63%	64,549.00	5,525.00
2	Wire	17,103.00	\$13,000		1,000.00		14,000.00	82%	3,103.00	700.00
3	Freight	5,388.00	\$3,500		500.00		4,000.00	74%	1,388.00	200.00
4	Labor	39,460.00	\$13,000		3,500.00		16,500.00	42%	22,960.00	825.00
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23										
24										
		237,000.00	\$135,000.00		10,000.00		145,000.00		92,000.00	7,250.00

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INVOICE

Invoice Number: SIL-33076
Invoice Date: 05/25/10
Due Date: 06/24/10

4200 West 76th Street
Minneapolis, MN 55435
Phone: 952-835-4600
Fax : 952-835-4153

Terms: Net 30

City of Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077-3412

Project Address
8150 Barbara Avenue

Inver Grove Heights MN 55077-3412

Customer ID 85892
Job Number 1643.01
P.O. Number AIA101-2007
Cust. Job No. 1643.01
SalesPerson Erik P Loken

Job Description: S-61734
Inver Grove Heights - Public Safety & City Hall

Item/Description	Price
Inver Grove Heights - Public Safety & City Hall Project Billing: Material & Labor; BPG	10,000.00

Taxable Amt	Non-Taxable Amt	Discount Amount	Sales Tax	Total:	10,000.00
0.00	10,000.00	0.00	0.00		

Submitted By:



INVOICE

Invoice Number SIL-33076

Invoice Date: 05/25/10

Due Date: 06/24/10

4200 West 76th Street
Minneapolis, MN 55435
Phone: 952-835-4600
Fax : 952-835-4153

Terms: Net 30

City of Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077-3412

Project Address
8150 Barbara Avenue

Inver Grove Heights MN 55077-3412

Customer ID 85892
Job Number 1643.01
P.O. Number AIA101-2007
Cust. Job No. 1643.01
SalesPerson Erik P Loken

Job Description: S-61734
Inver Grove Heights - Public Safety & City Hall

Item/Description	Price
Inver Grove Heights - Public Safety & City Hall Project Billing: Material & Labor; BPG	10,000.00

Taxable Amt	Non-Taxable Amt	Discount Amount	Sales Tax	Total:	10,000.00
0.00	10,000.00	0.00	0.00		

Submitted By:

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 6 for City Project No. 2008-09F – Salem Hills Farm Street Reconstruction/Mill and Overlay

Meeting Date: June 14, 2010
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: *TJK* *SST* *W*

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

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 6 for City Project No. 2008-09F – Salem Hills Farm Street Reconstruction/Mill and Overlay.

SUMMARY

The improvements were included as part of the 2009 Pavement Management Program. The contract was awarded in an amount of \$991,113.11 to Danner, Inc. on July 13, 2009.

Engineering recommends approval of Pay Voucher No. 6 in the amount of \$9,428.75 for City Project No. 2008-09F – Salem Hills Farm Street Reconstruction/Mill and Overlay.

TJK/kf
 Attachments: Pay Voucher No. 6

CONSTRUCTION PAY VOUCHER

ESTIMATE NO: 6
DATE: June 14, 2010
PERIOD ENDING: May 31, 2010
CONTRACT: Salem Hills Farm Street Reconstruction and Mill and Overlay
PROJECT NO: 2008-09F

TO: Danner Inc.
843 Hardman Avenue South
South St. Paul, MN 55075

Original Contract Amount.....\$991,113.11
Additions (Change Order No. 1, 2, 3 & 4)..... \$45,074.26
Total Contract Amount.....\$1,036,187.37
Total Value of Work to Date.....\$960,609.71
Less Retained (5%) \$48,030.49
Less Previous Payment.....\$903,150.47
Total Approved for Payment this Voucher..... \$9,428.75
Total Payments including this Voucher\$912,579.22

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above stated amount for work performed through May 31, 2010.

Signed by: Thomas J. Kaldunski
Thomas J. Kaldunski, City Engineer

6/7/2010
Date

Signed by: _____
Danner Construction, Inc.

Date

Signed by: _____
George Tourville, Mayor

Date

2009 PAVEMENT MANAGEMENT PROGRAM
 CITY OF INVER GROVE HEIGHTS
 CITY PROJECT NO. 2008-09F
 SALEM HILLS FARM STREET RECONSTRUCTION/MILL AND OVERLAY

BASE BID - RECONSTRUCTION

ITEM NO.	MIN/DOT NO.	ITEM	UNIT	ESTIMATED QUANTITY	QUANTITY TO DATE	CONTRACT UNIT PRICE	TOTAL ESTIMATED COST	TOTAL CONTRACT COST TO-DATE
1	2021.501	MOBILIZATION	LS	1	1.00	\$ 29,000.00	\$ 29,000.00	\$ 29,000.00
2	2101.502	CLEARING	TREE	5	5	\$ 250.00	\$ 1,250.00	\$ 1,250.00
3	2101.507	GRUBBING	TREE	5	5	\$ 250.00	\$ 1,250.00	\$ 1,250.00
4	2104.501	REMOVE CURB AND GUTTER	LF	5,115	5,100	\$ 1.00	\$ 5,115.00	\$ 5,100.00
5	2104.501	REMOVE SEWER PIPE (STORM)	LF	220	235	\$ 8.00	\$ 1,760.00	\$ 1,880.00
6	2104.505	REMOVE CONCRETE SIDEWALK	SY	1,220	1,220	\$ 2.25	\$ 2,745.00	\$ 2,745.00
7	2104.505	REMOVE BITUMINOUS STREET PAVEMENT	SY	10,057	9,950	\$ 1.75	\$ 17,599.75	\$ 17,412.50
8	2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SY	400	419.1	\$ 2.50	\$ 1,000.00	\$ 1,047.75
9	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SY	730	459.1	\$ 4.00	\$ 2,920.00	\$ 1,836.40
10	2104.509	REMOVE CASTING AND RINGS	EA	1	1	\$ 50.00	\$ 50.00	\$ 50.00
11	2104.509	REMOVE MANHOLE OR CATCH BASIN	EA	5	5	\$ 75.00	\$ 375.00	\$ 375.00
12	2104.509	REMOVE GATE VALVE BOX	EA	14	18	\$ 50.00	\$ 700.00	\$ 900.00
13	2105.501	COMMON EXCAVATION (P)	CY	13,800	13,800	\$ 8.35	\$ 115,230.00	\$ 115,230.00
14	2105.507	SUBGRADE EXCAVATION	CY	2,070	56	\$ 6.00	\$ 12,420.00	\$ 336.00
15	2105.522	SELECT GRANULAR BORROW (CV)	CY	9,050	9,050	\$ 8.45	\$ 76,472.50	\$ 76,472.50
16	2105.526	SELECT TOPSOIL BORROW (LV)	CY	735	621	\$ 15.00	\$ 11,025.00	\$ 9,315.00
17	2105.541	STABILIZING AGGREGATE	CY	1,207	1,355.5	\$ 14.20	\$ 17,139.40	\$ 1,924.10
18	2104.604	GEOTEXTILE FABRIC TYPE 5	SY	13,570	11,150	\$ 1.15	\$ 15,605.50	\$ 12,822.50
19	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HR	32	15.5	\$ 120.00	\$ 3,840.00	\$ 1,860.00
20	2211.501	AGGREGATE BASE CLASS 5 (100% CRUSHED LIMESTONE)	TON	850	672	\$ 14.00	\$ 11,900.00	\$ 9,408.00
21	2211.501	AGGREGATE BASE CLASS 5	TON	4,000	5,286	\$ 9.65	\$ 38,600.00	\$ 51,009.90
22	2350.501	TYPE MV4 WEARING COURSE MIXTURE (B)	TON	1,217	1,085.00	\$ 46.00	\$ 55,982.00	\$ 50,370.00
23	2331.525	TYPE 41A, WEARING COURSE MIXTURE 2.5" THICK DRIVEWAY	SY	350	600	\$ 20.00	\$ 7,000.00	\$ 12,000.00
24	2350.502	TYPE LV3 NON WEARING COURSE MIXTURE (B)	TON	1,217	1,204.12	\$ 43.00	\$ 52,331.00	\$ 51,777.16
25	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	575	550	\$ 5.00	\$ 2,875.00	\$ 2,750.00
26	2501.602	15" RC PIPE APRON	EA	1	1	\$ 400.00	\$ 400.00	\$ 400.00
27	2502.541	6" PERF PVC PIPE DRAIN	LF	5,767	4,915	\$ 6.00	\$ 34,602.00	\$ 29,490.00
28	2502.602	INSTALL 6" DRAIN TILE CLEANOUT	EA	37	38	\$ 194.00	\$ 7,178.00	\$ 7,372.00
29	2502.602	INSTALL 4" DRAIN TILE STUB AND STRUCTURE	EA	30	30	\$ 387.00	\$ 11,610.00	\$ 11,610.00
30	2502.602	CORE CUT DRAIN TILE INTO EXISTING STORM STRUCTURE	EA	19	17	\$ 125.00	\$ 2,375.00	\$ 2,125.00
31	2503.541	15" RC PIPE SEWER DESIGN 3006 CLASS V	LF	510	511	\$ 26.00	\$ 13,260.00	\$ 13,286.00
32	2503.602	F&E EXTERNAL MANHOLE CHIMNEY SEAL	EA	12	10	\$ 200.00	\$ 2,400.00	\$ 2,000.00
33	2504.602	REPLACE GATE VALVE NUTS AND BOLTS	EA	14	14	\$ 400.00	\$ 5,600.00	\$ 5,600.00
34	2504.602	INSTALL GATE VALVE BOX WITH ADAPTER	EA	14	18	\$ 604.00	\$ 8,456.00	\$ 10,872.00
35	2504.604	2" POLYSTYRENE INSULATION	SY	200	0	\$ 20.00	\$ 4,000.00	\$ -
36	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 2'X3' CB	EA	7	7	\$ 1,150.00	\$ 8,050.00	\$ 8,050.00
37	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	EA	4	4	\$ 1,350.00	\$ 5,400.00	\$ 5,400.00
38	2506.522	ADJUST FRAME AND RING CASTING (NEW RINGS)	EA	27	26	\$ 330.00	\$ 8,910.00	\$ 8,580.00
39	2506.602	INSTALL CASTING AND RINGS	EA	1	2	\$ 600.00	\$ 600.00	\$ 1,200.00
40	2506.602	CONNECT TO EXISTING STORM SEWER	EA	5	5	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00
41	2611.501	RANDOM RIPRAP, CLASS IV	CY	6	9	\$ 90.00	\$ 540.00	\$ 810.00
42	2621.501	4" CONCRETE WALK	SF	10,970	7,374	\$ 3.15	\$ 34,555.50	\$ 23,228.10
43	2631.501	CONCRETE CURB & GUTTER DESIGN D412M	LF	4,985	5,028	\$ 7.95	\$ 39,630.75	\$ 39,972.60
44	2631.507	6" CONCRETE DRIVEWAY PAVEMENT	SY	800	931.7	\$ 41.15	\$ 32,920.00	\$ 38,339.46
45	2531.602	PEDESTRIAN CURB RAMP WITH TRUNCATED DOMES (TYPE SIDE)	EA	1	1	\$ 520.00	\$ 520.00	\$ 520.00

ITEM NO.	MN/DOT NO.	UNIT	ESTIMATED QUANTITY	QUANTITY TO DATE	CONTRACT UNIT PRICE	TOTAL ESTIMATED COST	TOTAL CONTRACT COST TO-DATE	
46	2531.618	SF	240	237	\$ 6.50	\$ 1,560.00	\$ 1,540.50	
47	2531.604	SY	80	65	\$ 50.00	\$ 4,000.00	\$ 3,250.00	
48	2411.607	CY	400	91.75	\$ 11.21	\$ 4,484.00	\$ 1,028.52	
49	2540.601	LS	1	1	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	
50	2563.601	LS	1	1	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	
51	2573.502	LF	340	210	\$ 1.75	\$ 595.00	\$ 367.50	
52	2573.505	LF	460	200	\$ 16.00	\$ 7,360.00	\$ 3,200.00	
53	2573.530	EA	25	25	\$ 90.00	\$ 2,250.00	\$ 2,250.00	
54	2575.505	SY	4,450	2,970	\$ 2.50	\$ 11,125.00	\$ 7,425.00	
55	SPECIAL	SY	4,450		\$ 1.80	\$ 8,010.00	\$ -	
56	2575.523	SY	420		\$ 1.40	\$ 588.00	\$ -	
57	SPECIAL	EA	3		\$ 300.00	\$ 900.00	\$ -	
58	SPECIAL	LS	1		\$ 3,000.00	\$ 3,000.00	\$ -	
59	SPECIAL	LS	1	0.156	\$ 5,000.00	\$ 5,000.00	\$ 780.00	
60	SPECIAL	LS	1	0.25	\$ 3,500.00	\$ 3,500.00	\$ 875.00	
61	SPECIAL	LS	1	1.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	
62	2575.555	LS	1	1	\$ 0.01	\$ 0.01	\$ 0.01	
63	2232.501	SY	100	100	\$ 5.00	\$ 500.00	\$ 500.00	
BASE BID SUBTOTAL:							\$ 775,564.41	\$ 705,693.50

ALTERNATE 1 - MILL AND OVERLAY

ITEM NO.	MN/DOT NO.	ITEM	UNIT	ESTIMATED QUANTITY	QUANTITY TO DATE	CONTRACT UNIT PRICE	TOTAL ESTIMATED COST	TOTAL CONTRACT COST TO-DATE
1	2021.501	MOBILIZATION	LS	1	1.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
2	2104.501	REMOVE CURB AND GUTTER	LF	1,003	1,310	\$ 5.00	\$ 5,015.00	\$ 6,550.00
3	2104.505	REMOVE CONCRETE SIDEWALK	SY	10		\$ 10.00	\$ 100.00	\$ -
4	2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SY	20		\$ 5.00	\$ 100.00	\$ -
5	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SY	20		\$ 5.00	\$ 100.00	\$ -
6	2104.509	REMOVE CASTING AND RINGS	EA	2	2	\$ 100.00	\$ 200.00	\$ 200.00
7	2105.526	SELECT TOPSOIL BORROW (LV)	CY	44	20	\$ 15.00	\$ 660.00	\$ 300.00
8	2232.501	MILL BITUMINOUS SURFACE (2')	SY	21,520	21,520	\$ 0.45	\$ 9,684.00	\$ 9,684.00
9	2350.503	TYPE LV4 WEARING COURSE MIXTURE (B) 2.5" THICK DRIVEWAY	SY	24		\$ 25.00	\$ 600.00	\$ -
10	2350.505	TYPE LV3 CRACK PATCHING ALONG CURB	LF	1,003	1,310	\$ 5.00	\$ 5,015.00	\$ 6,550.00
11	2350.505	TYPE MV4 CRACK PATCHING IN MILLED STREET	TON	100	101	\$ 90.00	\$ 9,090.00	\$ 9,090.00
12	2350.508	TYPE MV4 WEARING COURSE (B)	TON	2,604	2,413	\$ 46.00	\$ 119,784.00	\$ 110,998.00
13	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SY	24		\$ 44.25	\$ 1,062.00	\$ -
14	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	1,722	1,200	\$ 4.00	\$ 6,888.00	\$ 4,800.00
15	2509.602	FURNISH AND INSTALL EXTERNAL MANHOLE CHIMNEY SEAL	EA	11	11	\$ 400.00	\$ 4,400.00	\$ 4,400.00
16	2504.602	ADJUST GATE VALVE (NEW TOP SECTION)	EA	2	2	\$ 300.00	\$ 600.00	\$ 600.00
17	2506.602	INSTALL CASTING AND RINGS	EA	2	2	\$ 600.00	\$ 1,200.00	\$ 1,200.00
18	2506.602	SALVAGE AND REINSTALL CASTING AND RINGS	EA	20	20	\$ 315.00	\$ 6,300.00	\$ 6,300.00
19	2506.602	GROUT MANHOLE RINGS	EA	4	2	\$ 105.00	\$ 420.00	\$ 210.00
20	2521.501	4" CONCRETE WALK	SF	90		\$ 3.90	\$ 351.00	\$ -
21	2531.501	CONCRETE CURB & GUTTER DESIGN SURMOUNTABLE (HAND PO	LF	1,003	1,310	\$ 17.90	\$ 17,953.70	\$ 23,449.00
22	2563.602	TRAFFIC CONTROL	EA	1		\$ 520.00	\$ 520.00	\$ -
23	2563.602	PEDESTRIAN CURB RAMP WITH TRUNCATED DOMES (TYPE SIDE)	LS	1	1.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00
24	2575.505	SODDING TYPE LAWN	SY	353	325	\$ 5.00	\$ 1,765.00	\$ 1,625.00
25	SPECIAL	WATER USAGE ALLOWANCE	LS	1		\$ 500.00	\$ 500.00	\$ -
ALTERNATE 1 SUBTOTAL:							\$ 198,867.70	\$ 192,606.00

ALTERNATE 2 - TRAIL CONNECTION

ITEM NO.	MN/DOT NO.	ITEM	UNIT	ESTIMATED QUANTITY	QUANTITY TO DATE	CONTRACT UNIT PRICE	TOTAL ESTIMATED COST	TOTAL CONTRACT COST TO-DATE
1	2021.501	MOBILIZATION	LS	1	1	\$ 1,750.00	\$ 1,750.00	\$ 1,750.00
2	2101.502	CLEARING AND GRUBBING	LS	1	1	\$ 500.00	\$ 500.00	\$ 500.00
3	2105.501	COMMON EXCAVATION (P)	CY	140	140	\$ 8.00	\$ 1,120.00	\$ 1,120.00
4	2105.526	SELECT TOPSOIL BORROW (LV)	CY	60	77	\$ 15.00	\$ 900.00	\$ 1,155.00
5	2105.541	STABILIZING AGGREGATE	CY	30	30	\$ 14.20	\$ 426.00	\$ -
6	2104.504	GEOTEXTILE FABRIC TYPE 5	SY	250	250	\$ 1.15	\$ 287.50	\$ 287.50
7	2211.501	AGGREGATE BASE CLASS 5 (100% CRUSHED LIMESTONE)	TON	90	70	\$ 14.00	\$ 1,260.00	\$ 980.00
8	2350.501	TYPE LVA WEARING COURSE MIXTURE (B)	TON	30	33.38	\$ 90.00	\$ 2,700.00	\$ 3,004.20
9	2501.502	15" RC PIPE APRON	EA	2	2	\$ 400.00	\$ 800.00	\$ 800.00
10	2503.541	15" RC PIPE SEWER DESIGN 3006 CLASS V	LF	40	56	\$ 35.00	\$ 1,400.00	\$ 1,960.00
11	2503.502	F&I EXTERNAL MANHOLE CHIMNEY SEAL	EA	1	1	\$ 200.00	\$ 200.00	\$ -
12	2506.522	ADJUST FRAME AND RING CASTING (NEW RINGS)	EA	2	2	\$ 330.00	\$ 660.00	\$ 660.00
13	2511.501	RANDOM RIPRAP, CLASS IV	CY	3	7	\$ 90.00	\$ 270.00	\$ 630.00
14	2521.501	4" CONCRETE WALK	SF	570	528	\$ 5.50	\$ 3,135.00	\$ 2,904.00
15	2573.502	SILT FENCE, TYPE MACHINE SLICED TERRASEEDING	LF	150	150	\$ 1.70	\$ 255.00	\$ 255.00
16	SPECIAL		SY	550	665	\$ 1.85	\$ 1,017.50	\$ 1,230.25
ALTERNATE 2 SUBTOTAL:							\$ 16,681.00	\$ 17,235.95

COST SUMMARY

TOTAL ESTIMATED COST	TOTAL CONTRACT COST TO-DATE
\$ 775,564.41	\$ 705,693.50
\$ 198,867.70	\$ 192,606.00
\$ 16,681.00	\$ 17,235.95
\$ 991,113.11	\$ 915,535.45

CHANGE ORDER NO. 1:
CHANGE ORDER NO. 2:
CHANGE ORDER NO. 3:
CHANGE ORDER NO. 4:

TOTAL CONTRACT AMOUNT:
CONTRACT WORK COMPLETED TO DATE:
RETAINAGE (5%):
PREVIOUS PAYMENTS:
AMOUNT DUE THIS PAYMENT #6:

\$ 2,100.00	\$ 2,100.00
\$ 5,995.00	\$ 5,995.00
\$ 5,926.50	\$ 5,926.50
\$ 31,052.76	\$ 31,052.76
\$ 1,036,187.37	\$ 960,609.71
	\$ 48,030.49
	\$ 903,150.47
	\$ 9,428.75

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

APPROVE AGREEMENT WITH FLUID INTERIORS, INC FOR MOVING SERVICES

Meeting Date: June 14, 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 Approve agreement with Fluid Interior, Inc for moving services related to the completion of the Public Safety Addition.

SUMMARY An RFP was posted for Relocation Services for the purpose of moving contents and some furnishings to the Public Safety Addition upon its completion.

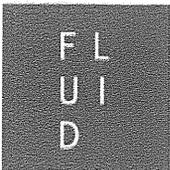
Seven firms provided a proposal and they vary from a high of \$35,110 to a low of \$14,300. Fluid Interiors, as Council will recall is contracted to provide the systems furniture, and has submitted a proposal for relocation services for \$14,500.

With the difference between Fluid’s proposal at \$14,500 and the next lowest at \$14,300 staff and Owner’s Rep are recommending the attached agreement with Fluid for relocation services. The slight difference we feel will be made up with a more cohesive team effort and communication between furniture installation and moving.

This proposal includes disposal of all remaining furnishings (Alternate #1) and moving the boxes from the Vault area to another location (Alternate #2).

Fluid Interiors also has a signed Project Labor Agreement for the systems furniture which will carry over to this piece of the project. References were contacted and have checked out.

The budget was prepared with \$100,000 estimated for moving expenses. We will be requesting proposals again when the renovation of City Hall is complete to make the move back in mid-2011. The funds for this 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.



FLUID INTERIORS

100 NORTH 6TH STREET // SUITE 200A // MINNEAPOLIS, MN 55403
P 612-746-8700 // F 612-746-8701 // FLUIDINTERIORS.COM

City of Inver Grove Heights Contract

Fluid Interiors will comply with all items listed in the request for proposals for relocation services-City of Inver Grove Heights, posted on IGH's web site May 10, 2010, with the exception of the move start time, which is tentatively scheduled for 1 p.m. on Friday July 30th instead of 3p.m. Items include but are not limited to:

- Insurance will comply with RFP requirements and limits.
- Site visit by the Fluid Interiors project manager.
- Planning meetings by the Fluid Interiors project manager.
- Fluid to provide checklists, packing guidelines & handouts, move guidelines, pre-move and move schedule, labels, and relocation maps.
- Fluid to provide stackable, reusable cartons--no cardboard boxes to be used.
- Fluid to provide a small crew post-move to handle miscellaneous requests.
- Fluid will provide electrical disconnect and leave the power poles standing but in a safe condition, or Fluid will remove the power poles and provide a safe disconnect in the ceiling.
- Fluid Interiors will complete per the PLA standard.

The sum of the contract will be fourteen thousand five hundred dollars (\$14,500). This includes alternate 1 and 2 and the credit. It also includes the information from Q&A 1-6. Payment as per the RFP, payment within 30 days of approval by the relocation project manager. Subject to 10% retain age until work completed to Relocation Project Manager's satisfaction.

Fluid Interiors Representative

City of Inver Grove Heights Representative

Date

Date

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

APPROVE AGREEMENT WITH DASCOM SYSTEMS GROUP, LLC FOR RELOCATION OF CABLE BROADCASTING EQUIPMENT

Meeting Date: June 14, 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 Approve agreement with Dascom Systems Group, LLC for relocation of cable broadcasting equipment.

SUMMARY A quote was solicited from Dascom Systems Group, LLC to relocate the cable broadcasting equipment from the City Council Chambers to the temporary location in the Public Safety Addition.

Dascom is currently providing the Audio Visual and Multimedia Systems for the Public Safety Addition/City Hall Renovation Project and is familiar with the various aspects of our technology.

They have quoted a price of \$6,380 to move and install the cable broadcasting equipment to the temporary Council Chambers in the Public Safety Addition.

The budget was prepared with \$35,900 estimated for moving expenses for this equipment. We will be requesting quotes again when the renovation of City Hall is complete to make the move back in mid-2011. The funds for this 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.

Proposal



Date Proposed: 5/13/2010
Proposal Valid Until: 6/13/2010
Proposal Number: 0015568

Bill To:

City of Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077

Ship To:

City of Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077

QTY	U of M	MODEL	MFG.	DESCRIPTION	UNIT PRICE	EXT. PRICE
City Coucil AV Move						
1.00	1	/MISC	DSG	Miscellaneous Materials	1,500.00	1,500.00
1.00	LOT	/LABOR	DSG	Installation and Engineering	4,880.00	4,880.00
Section Total:						6,380.00
GRAND TOTAL:						6,380.00

Submitted by:

Bill Gorham
2415 Ventura Drive
Woodbury, MN 55125

Phone: 651-789-4466
Fax: 651-578-2555
Email: bgorham@dascom-systems.com
Web Site: www.dascom-systems.com

Terms and Conditions:

Payment Terms: Net 10 Days
Warranty: Manufacturer's Depot Only
Freight: Dascom
Sales Tax: Not Included

Accepted by:

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

P.O. Number: _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Accept Proposal for Water Distribution System Leak Detection Services

Meeting Date: June 14, 2010
Item Type: Consent
Contact: Jim Sweeney, 651.450.2565
Prepared by: Scott D. Thureen, Public Works Director
Reviewed by: *SAT*

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

PURPOSE/ACTION REQUESTED

Accept proposal for Water Distribution System Leak Detection Services.

SUMMARY

The Utility Division has contracted for leak detection services for the water distribution system since 1997. This service allows us to identify and repair leaks before they became major issues, saving on the cost of repairs and helping with our efforts to conserve water. The cost for this work is included in the approved Water Utility Budget.

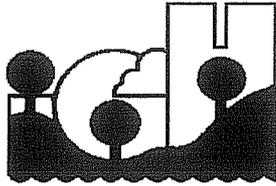
Two quotes were received:

Water Conservation Service, Inc.	\$3,750.00
TKDA	\$3,825.00

I recommend accepting the proposal from Water Conservation Service, Inc. in an amount not to exceed \$3,750.00.

SDT/kf

Attachments: Memo from Jim Sweeney
Proposals



City of Inver Grove Heights
UTILITY DIVISION

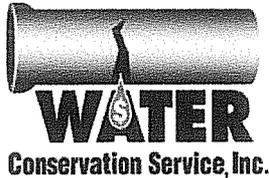
MEMORANDUM

TO : Scott Thureen
FROM : Jim Sweeney
SUBJECT : **Watermain Leak Detection**
DATE : May 27, 2010

Since 1997 the Utility Division has annually employed the services of a leak detection contractor. Electronic "listening" equipment is deployed throughout the water distribution system to detect water escaping from the pipelines, valves, or hydrants. Over the years this service has detected many leaks which were not coming to the surface, and likely would have gone undetected for a long period of time. With the ever increasing costs of water production and treatment, we feel it is wise to be aggressive in our efforts to detect and repair leaks.

Attached are 2 proposals for leak detection services in 2010. We recommend accepting the proposal from Water Conservation Service Inc. for a not to exceed amount of \$ 3,750. Funds for this activity are annually budgeted in account # 501-7100-512-30-70.

Thanks, Jim



**Watermain Leak Detection
and Line Tracing**

Water Conservation Service, Inc.

TONY SCHRANTZ
6251 WEST SHADOW LK DR
LINO LAKES, MN 55014

PH: 612-600-8716...24/7
FX: 651-639-2574
E : h2oleak@comcast.net
www.watermainleaklocator.com

WATERMAIN LEAK
SURVEY PROPOSAL

May 12, 2010

City of Inver Grove Heights
Mr. James Sweeney
Water Superintendent
8159 Barbara Ave.
Inver Grove Heights, MN 55077

RE: 2010 Leak Survey Proposal

Dear Mr. Sweeney,

Attached is a proposal to perform a leak survey for the City of Inver Grove Heights.

We have over 14 years of experience finding water main breaks, and have completed hundreds of leak surveys. We are professional, thorough and use the highest quality equipment in the industry. If you have any questions regarding the proposal, please don't hesitate to call.

I look forward to the opportunity to work with the City of Inver Grove Heights. If you have any questions regarding the proposal, feel free to give me a call.

Sincerely,

Tony Schrantz
Water Conservation Services, Inc.

WATER LEAK SURVEY AND REPORT

1. WCS proposes to survey Inver Grove Heights's water system to identify the presence and approximate location of leaks. This will include approximately 850 hydrants, or ½ the system.
2. When the survey is complete, WCS will submit a report summarizing the location of the leaks found during the survey.

PIN-POINTING THE LEAKS

When the report of the survey is submitted, we will set up a time to meet with someone from the water department to determine the precise location of the leaks identified during the survey. After that is complete, we will submit a final report summarizing the precise location of each leak.

CITY OF INVER GROVE HEIGHTS'S RESPONSIBILITIES

1. Supply a map of the cities water system with hydrants on it.
2. Locate valves and curb stops if necessary.

COMPENSATION FOR THE PROJECT

Water Leak Survey and Report

The cost of the survey and report is \$3,500 for approximately 850 hydrants.

Pin-pointing the Leaks

The estimated cost for locating all leaks identified from the survey is \$250

Total Cost of Project

Therefore, the total cost of the project will not exceed \$3,750.

ESTIMATED TIME FRAME

We can start the survey in at your direction, and finish within a couple weeks.

TKDA

ENGINEERING • ARCHITECTURE • PLANNING

The right time. The right people. The right company.

444 Cedar Street, Suite 1500
Saint Paul, MN 55101

(651) 292-4400
(651) 292-0083 Fax
www.tkda.com

May 14, 2010



Mr. Jim Sweeney
Utility Superintendent
City of Inver Grove Heights
8168 Barbara Avenue
Inver Grove Heights, Minnesota 55077-3412

Re: Proposal for Engineering Services
Water Distribution Leak Survey
City of Inver Grove Heights, Minnesota

Dear Mr. Sweeney:

Pursuant to communications with Verne Jacobsen, we propose to provide Engineering Services to survey your Water Distribution System utilizing leak detection equipment developed and sold by Fluid Conservation Systems Corporation, hereinafter called the Project. Our services will be provided in the manner described in this Proposal subject to the terms and conditions set forth in Articles 1 through 7 of the attached "General Provisions of Engineer-Architect Agreement" dated July 2009. Hereinafter, the City of Inver Grove Heights is referred to as the CLIENT.

I. SERVICES TO BE PROVIDED BY TKDA

Based on TKDA'S understanding of the Project, we propose to provide the following services:

A. GENERAL SURVEY AND REPORT

1. Conduct a survey of the OWNER'S water distribution system to identify the presence and location of leaks, utilizing Fluid Conservation System Corporation's leak detection equipment. The survey of distribution system will include approximately 850 hydrants.
2. Prepare and submit to the OWNER a letter report summarizing the results of the survey.

B. SPECIFIC LEAK LOCATIONS

If authorized by the OWNER after completion of the survey, utilize correlator equipment to obtain specific locations of leaks within the system.

II. CLIENT'S RESPONSIBILITIES

This Proposal is made with the understanding that the CLIENT will provide the following services relating to the Project at no cost to TKDA:

- A. Provide a current map of water distribution system hydrant locations.
- B. Assist TKDA representative in locating hydrants and curb stops as may be necessary.
- C. Provide access to and make provisions for TKDA to enter privately or publicly owned property as may be required to locate specific leaks.

III. PERIOD OF SERVICE

We would expect to start our services promptly upon receipt of your written acceptance of this Proposal and to complete the survey and locates within six months thereafter.

IV. COMPENSATION

A. GENERAL SURVEY AND REPORT

Compensation for the system survey shall be in the Lump amount of \$3,825.

B. SPECIFIC LEAK LOCATING

If requested by the CLIENT, compensation for locating specific leaks shall be on an Hourly Rate basis as defined in Article 3 of the General Provisions, at the rate of \$95 per hour plus travel and subsistence costs.

V. DISCLAIMER

The Leak Noise Correlator locates leaks in buried water pipes by utilizing the noise levels and frequency produced from water leaks. As field conditions regarding the location, size, and material of the watermain cannot necessarily be determined with accuracy, TKDA cannot guarantee the location of the leaks. Rather, the instrument should be viewed as another tool which is available to assist the water operator in locating water leaks.

Mr. Jim Sweeney
City of Inver Grove Heights
Proposal for Engineering Services - Water Distribution Leak Survey
May 14, 2009
Page 3

VI. CONTRACTUAL INTENT

We thank you for the opportunity to submit this Proposal and are willing that this letter and attachments constitute a contract between us upon its signature by an authorized official of the City of Inver Grove Heights and the return of a signed original to us.

This Proposal will be open for acceptance for 60 days, unless the provisions herein are changed by us in writing prior to that time.

Sincerely,


Verne E. Jacobsen, P.E.
Project Manager


William E. Deitner, P.E.
CEO

VEJ:WED:kms

ATTACHMENT: GENERAL PROVISIONS (ARTICLES 1-7)

cc: Kirk Peterson, TKDA / SL-serco

ACCEPTED FOR THE CITY OF INVER GROVE HEIGHTS, MINNESOTA

By: _____
(signature) Printed Name/Title Date

CLIENT'S DESIGNATED REPRESENTATIVE:

Name/Title Phone Email

TOLTZ, KING, DUVALL, ANDERSON AND ASSOCIATES, INCORPORATED
General Provisions of Engineer-Architect Agreement

ARTICLE 1. GENERAL

These General Provisions supplement and become part of the Agreement between Toltz, King, Duvall, Anderson and Associates, Incorporated, a Minnesota Corporation, hereinafter referred to as TKDA, and the other Party to the Agreement, hereinafter referred to as CLIENT, wherein the CLIENT engages TKDA to provide certain Engineering, Architectural, and/or Planning services. Either Party to this Agreement may be referred to as a "Party" or collectively as "Parties."

As used herein, the term "Agreement" refers to (1) TKDA's original Engagement Letter or proposal (the "Engagement Letter") which forms the basis for the Agreement; (2) these General Provisions, and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions and the Engagement Letter shall govern over any attached Exhibits and these General Provisions.

ARTICLE 2. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in TKDA's Engagement Letter. Any lump sum or estimated maximum payment amounts set forth in the Engagement Letter have been established in anticipation of the orderly and continuous progress of the project in accordance with the schedule set forth in the Engagement Letter or any Exhibits attached thereto.

ARTICLE 3. COMPENSATION TO TKDA

A. Compensation to TKDA for services shall be as designated in the Engagement Letter. The CLIENT shall make monthly payments to TKDA within 30 days of date of invoice.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies TKDA in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case all undisputed items shall be paid and amounts in dispute shall become due upon an adjudicated resolution or upon agreement of the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. TKDA shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys' fees, incurred in connection with collecting amounts owed by CLIENT. In addition, TKDA may, after giving seven days' written notice to the CLIENT, suspend services under this Agreement until TKDA has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that it shall waive any and all claims against TKDA and that TKDA shall not be responsible for any claims arising from suspension of services hereunder.

ARTICLE 4. EXTRA WORK

If TKDA is of the opinion that any work it has been directed to perform is beyond the Scope of this Agreement, or that the level of effort required exceeds that estimated due to changed conditions and thereby constitutes extra work, it shall notify the CLIENT of that fact. Upon written notification to CLIENT, TKDA shall be entitled to additional compensation for same, and to an extension of time for completion absent timely written objection by CLIENT to additional services.

ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days' written notice for convenience of either CLIENT or TKDA. In addition, the CLIENT may at any time reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to TKDA. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days' written notice as provided above.

In the event of a termination or reduction in scope of the project work, TKDA shall be paid for the work performed and expenses incurred on the project work and for any completed and abandoned work for which payment has not been made, computed in accordance with the provisions of the Engagement Letter and payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with TKDA's subconsultants, costs of producing copies of file materials and other related close-out costs.

ARTICLE 6. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All documents, including reports, drawings, calculations, specifications, CADD materials, computer software or hardware or other work product prepared by TKDA pursuant to this Agreement are TKDA's Instruments of Service and TKDA retains all ownership interests in said Instruments of Service, including copyrights. Any use or reuse of such Instruments of Service, except for the specific purpose intended, by the CLIENT or others without written consent, verification, or adaptation by TKDA will be at the CLIENT's risk and full legal responsibility. In this regard, the CLIENT will indemnify and hold harmless TKDA from any and all suits or claims of third parties arising out of such use or reuse which is not specifically verified, adapted, or authorized by TKDA.

Copies of documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by TKDA's Engineer or Architect. Files in electronic format furnished to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. In the event electronic copies of documents are made available to the CLIENT, the CLIENT acknowledges that the useful life of electronic media may be limited because of deterioration of the media, obsolescence of the computer hardware and/or software systems or other causes outside of TKDA's control. Therefore, TKDA makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

If requested, at the time of completion or termination of the work, TKDA shall make available to the CLIENT at CLIENT's expense copies of the Instruments of Service upon (i) payment of amounts due and owing for work performed and expenses incurred under this Agreement, and (ii) fulfillment of the CLIENT's obligations under this Agreement.

ARTICLE 7. CLIENT'S ACCEPTANCE BY PURCHASE ORDER

In lieu of or in addition to execution of the Engagement Letter, the CLIENT may authorize TKDA to commence services by issuing a purchase order by a duly authorized representative. Such authority to commence services or purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event the terms and conditions of this Agreement conflict with those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by TKDA. In order to implement the intent of Parties to this Agreement, the Parties agree that the Engagement Letter, these General Provisions, and any Exhibits constitute the entire Agreement between them. The Parties further agree that the preprinted terms and conditions of any CLIENT-generated purchase order issued to request work pursuant to this Agreement will not apply to the work, regardless of whether TKDA executes the purchase order in acceptance of the work.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Receiving the Petition and Ordering the Preparation of a Feasibility Report for Street Light Improvements on Boyd Avenue East, from 80th Street East to 79th Street East

Meeting Date: June 14, 2010
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:	
<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

TJK
SST

PURPOSE/ACTION REQUESTED

Consider a resolution receiving the petition and ordering the preparation of a feasibility report for street light improvements on Boyd Avenue East, from 80th Street East to 79th Street East.

SUMMARY

This project is being initiated in response to a petition received from residents along Boyd Avenue (see attached petition). They have been in contact with the Engineering Division to express interest in the project. A review of the project area indicates that 14 of 24 properties adjoining the area have signed the petition (see map). This request is a valid petition; therefore, it would require a simple majority vote to be ordered as an improvement project.

The current roadway has bituminous surfacing and curb/gutter. The residents have requested that four street lights be installed, one at Boyd Avenue East and 79th Street East, one at Boyd Avenue East and Upper 79th Court East, and two by the existing crosswalk at Boyd Avenue East and 80th Street East. This petition is seeking the street lights for pedestrian traffic movements to the schools in the area.

The City has an Ordinance relating to street lights (Ord. 840) that establishes criteria for ordering street light installations and financial responsibilities. The improvements will be reviewed following this Ordinance which includes area benefit lights along Boyd Avenue East and thoroughfare lights on 80th Street East. The feasibility study will outline the cost allocation and any potential assessments for installation of area benefit lights. The study will be prepared by City staff.

I recommend passage of the resolution accepting the petition and ordering the feasibility report.

TJK/kf
 Attachments: Resident Petition
 Resolution
 Project Map

Received 7/24/14
651

Scott Thurren
Public Works Director
City Inver Grove Heights
Minnesota 55076

Scott:

Inclosed is a petition for local improvement for street lighting on the corners of Boyd Ave. and Upper 79ct. And Boyd Ave. and 79th St. E

The petition has the signatures of 14 area residents. If you require more signatures I can attain them. This area has been without a street light for the last two years when Xcel Energy removed the light at the corner of Boyd Ave. and Upper 79th CT. When it quit working. The area residents feel that the students walking too Simley High School and the Inver Grove Heights Middle School need this extra protection as they walk in the street in the early morning hours and evening hours after activities. Boyd Ave. is a high Traffic Street and safety for all pedestrians is our top concern.

The pedestrian crossing on the corner of 80th Street and Boyd Ave is also a concern of the residents, we would like to see the crosswalk moved to the east of the intersection so that it is under the street lights, or if that is not possible streets lighting should be installed over the extsisting cross walk on the west side of the intersection.

Scott, please feel free to contact me if you have any questions my cell-phone number is 651-325-5601

Thank you, William Mclean



PETITION FOR LOCAL IMPROVEMENT

CITY OF INVER GROVE HEIGHTS DAKOTA COUNTY, MINNESOTA

We, the undersigned, owners of not less than thirty-five (35) percent in frontage of real property abutting an existing or proposed street, hereby petition for that existing or proposed street, pursuant to Minnesota Statutes, Chapter 429, be improved by the improvement(s) checked below, to wit:

- Bituminous Surfacing
- Grading
- Concrete Surfacing
- Installation of Curbs and Gutters
- Construction of Water Mains and Necessary Appurtenances therein
- Construction of Storm Sewer and Necessary Appurtenances therein
- Construction of Sanitary Sewer and Necessary Appurtenances therein
- Construction of Sidewalks Therealong
- Installation of Street Lighting Therealong
- Other (Specify): _____

DESCRIPTION OF STREET OR WORK AREA:

Boyd Ave E. and upper 79th ct. E Street Light
Boyd Ave E. and 79th st. E Street Light

Owner Signature	P.I.D. or Property Description	Frontage
1. <u>Sandra M. Lea</u> Name <u>7935 Boyd Avenue E.</u> Address	<u>20- 64500-091-03</u> P.I.D. No. _____ Property Description	_____ Feet
2. <u>WESLEY GIBSON</u> Name <u>2860 UPPER 79TH CT. E.</u> Address	<u>20- 64501-080-01</u> P.I.D. No. _____ Property Description	_____ Feet
3. <u>Paul & Manic Tuschy</u> Name <u>2865 Upper 79th Ct. E</u> Address	<u>20- 64501-010-01</u> P.I.D. No. _____ Property Description	_____ Feet
4. <u>Pam Moellenhoff</u> Name <u>2875 Upper 79th Ct. E.</u> Address	<u>20- 64501-020-01</u> P.I.D. No. _____ Property Description	_____ Feet
5. <u>Don O'Grady</u> Name <u>2885 Upper 79th Ct. E.</u> Address	<u>20- 64501-030-01</u> P.I.D. No. _____ Property Description	_____ Feet
6. <u>Daniel M. Taack</u> Name <u>2895 Upper 79th Ct. E</u> Address	<u>20- 64501-040-01</u> P.I.D. No. _____ Property Description	_____ Feet

7. Kenneth W. Anderson
 Name
2770 79th St. E.
 Address

8. Stephen + Bridget Howe
 Name
7890 Boyd Ave E. 55076
 Address

9. Fred A Bellini
 Name
7885 Boyd Ave E.
 Address

10. Palumbo Jimmy
 Name
7917 Boyd Ave E 55076
 Address

11. Don Danner + Liz
 Name
7880 Boyd Ave 55076
 Address

12. JOHN + DONNA PATTERSON
 Name
7900 BOYD AVE IGH 55076
 Address

13. MIVE + LOUI SHUBAT
 Name
2870 Upper 79th Ct E 55076
 Address

14. Bill Illetschko
 Name
2880 upper 79th Ct. EAST
 Address

15. _____
 Name

 Address

16. _____
 Name

 Address

17. _____
 Name

 Address

18. _____
 Name

 Address

19. _____
 Name

 Address

Property Description
 20- 64500-020-03 _____ Feet
 P.I.D. No.

Property Description
 20- 64500-120-02 _____ Feet
 P.I.D. No.

Property Description
 20- 64500-111-01 _____ Feet
 P.I.D. No.

Property Description
 20- 64500-030-03 _____ Feet
 P.I.D. No.

Property Description
 20- 64500-110-02 _____ Feet
 P.I.D. No.

Property Description
 20- 00900-010-78 _____ Feet
 P.I.D. No.

Property Description
 20- 64501-070-01 _____ Feet
 P.I.D. No.

Property Description
 20- 64501-060-01 _____ Feet
 P.I.D. No.

Property Description
 20- _____ Feet
 P.I.D. No.

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

**RESOLUTION ORDERING PREPARATION OF REPORT FOR THE 2010 IMPROVEMENT
PROGRAM, AS PETITIONED TO THE CITY OR INITIATED BY THE CITY COUNCIL**

RESOLUTION NO. _____

WHEREAS, it is proposed to make improvements and to assess or tax the benefited properties for all or a portion of the cost of said improvement, pursuant to Minnesota Statutes, Section 429.011 to 429.111 (Laws 1953, Chapter 398, as amended) and Section 103B.201 to 103B.251 as follows:

<u>Project No.</u>	<u>Improvement</u>
2010-21	Street light improvements on Boyd Avenue East, from 80th Street East to 79th Street East

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, MINNESOTA: That the proposed improvements be referred to the Public Works Director for study, and that he/she be instructed to report to the Council with all convenient speed, advising the Council, in a preliminary way, as to whether the proposed improvements are feasible and as to whether it would be best made, as proposed, or in connection with other improvements and the estimated cost of the improvements as recommended.

Adopted by the City Council of Inver Grove Heights this 14th day of June 2010.

AYES:
NAYS:

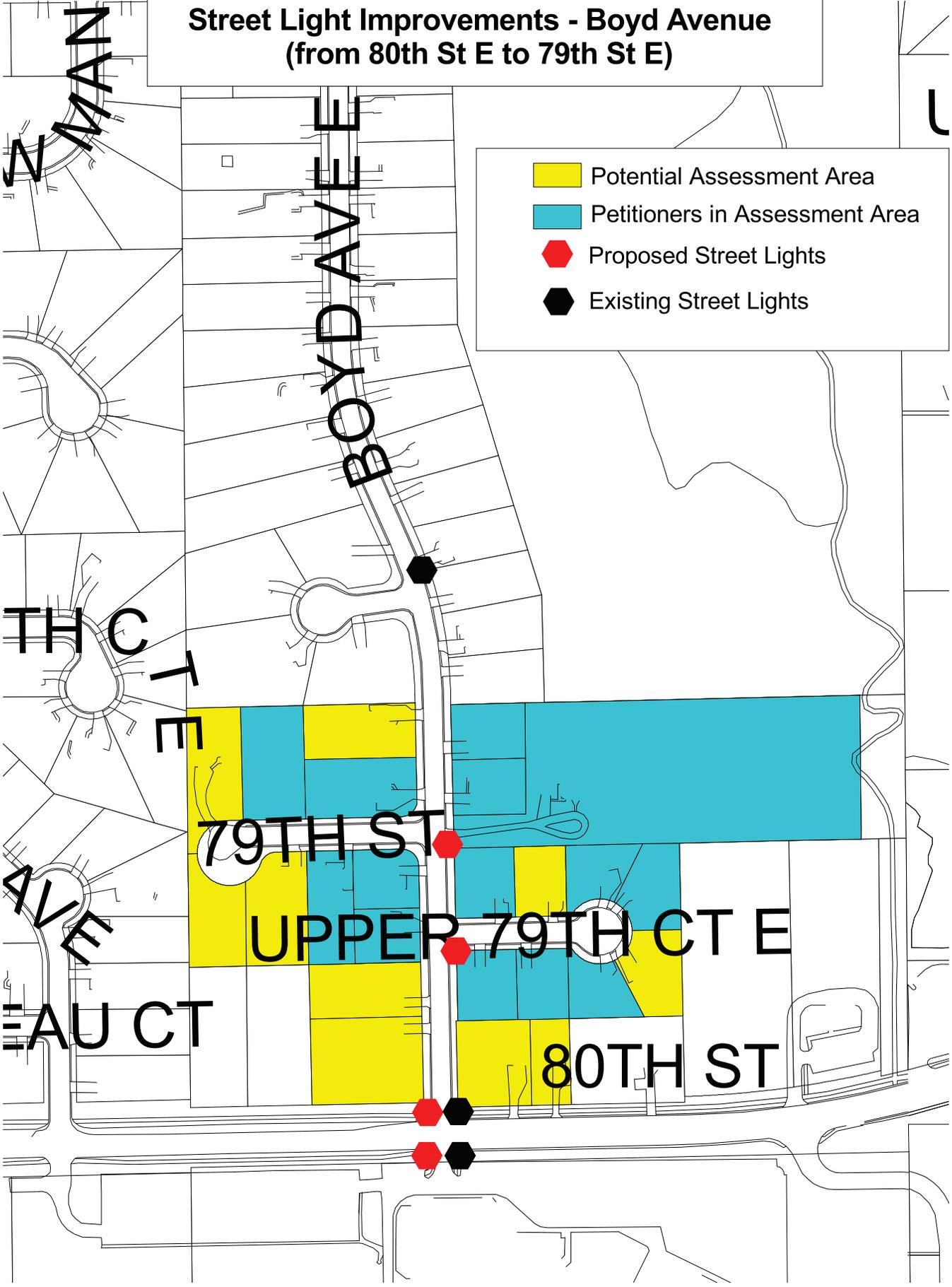
George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

Street Light Improvements - Boyd Avenue (from 80th St E to 79th St E)

-  Potential Assessment Area
-  Petitioners in Assessment Area
-  Proposed Street Lights
-  Existing Street Lights



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Authorizing Preparation of Feasibility Report and Accepting Proposal from Bolton & Menk

Meeting Date: June 14, 2010
 Item Type: Consent
 Contact: Scott D. Thureen, 651-450-2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *SAT*

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

PURPOSE/ACTION REQUESTED

Consider resolution authorizing preparation of Feasibility Report and accepting proposal from Bolton & Menk.

SUMMARY

The City received a request from four property owners or ownership groups to prepare a feasibility study for the extension of trunk sanitary sewer and trunk water main to properties located north of 70th Street and west of T.H. 3 (see map in proposal).

Staff requested, and received, a proposal for preparation of a study for the utility extensions from Bolton & Menk, Inc. The property owners or ownership groups have provided a total of \$6,500 to fund the proposed consultant cost for the study.

I recommend that the Council adopt the resolution authorizing preparation of the feasibility report for the trunk utility extension and accepting the proposal from Bolton & Menk, Inc. to prepare said report.

SDT/kf

Attachments: Resolution
 Proposal (includes map)

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

**RESOLUTION ORDERING PREPARATION OF REPORT FOR CITY PROJECT NO. 2010-20 –
NORTHWEST AREA UTILITY EXTENSIONS – NORTH ARGENTA DISTRICT, AS
PETITIONED TO THE CITY OR INITIATED BY THE CITY COUNCIL**

RESOLUTION NO. _____

WHEREAS, it is proposed to make improvements and to assess or tax the benefited property for all or a portion of the cost of said improvements, pursuant to Minnesota Statutes, Section 429.0111 or 429.111 (laws 1953, Chapter 398, as amended) and Section 103B.201 to 103B.251, or use developer contributions, the water fund and the sewer fund as follows:

2010-20 Northwest Area Utility Extensions – North Argenta District
 Trunk sanitary sewer and trunk water main

WHEREAS, a proposal was received from Bolton & Menk, Inc. for preparation of the study.

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

1. The proposed feasibility report be ordered.
2. The Bolton & Menk, Inc. proposal to perform the study for \$6,500 be accepted.
3. Staff is authorized to execute a contract with Bolton & Menk, Inc. in the amount of \$6,500 to perform the study.
4. The report be completed with all convenient speed, advising the Council, in a preliminary way, as to whether the proposed improvements are necessary, cost effective, and feasible and as to whether it would be best made, as proposed, or in connection with other improvements and the estimated cost of the improvements as recommended.

Adopted by the City Council of Inver Grove Heights this 14th day of June 2010.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheäume, Deputy Clerk



BOLTON & MENK, INC.

Consulting Engineers & Surveyors

12224 Nicollet Avenue • Burnsville, MN 55337

Phone (952) 890-0509 • Fax (952) 890-8065

www.bolton-menk.com

December 17, 2009

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

RE: Proposal for Professional Engineering Services
NWA Trunk Utility Extension Feasibility Study
City of Inver Grove Heights, Minnesota

Dear Mr. Thureen:

Thank you for the opportunity to submit this proposal to complete a feasibility study for the extension of the NWA Trunk Utilities into the northwest corner of the City of Inver Grove Heights' Northwest Area. This proposal is based on our recent phone discussions, along with earlier discussions we had regarding this project in April 2009.

As you are aware, Bolton & Menk has been assisting the City of Inver Grove Heights since 2006 with the development of the City's Northwest Area infrastructure. Our work has included reviews of past study reports, the completion of additional studies and reports, and the design and construction of the first \$12M of trunk utility improvements within the area. We believe our collective experience and knowledge of the Northwest Area make us especially qualified to assist in the continued development of the area, and we are pleased to complete this next study for you and the City. The following details our project understanding, scope and associated fees.

PROJECT UNDERSTANDING

According to our discussions with City Staff, the City of Inver Grove Heights desires to complete a feasibility study and report for trunk watermain and sanitary sewer improvements necessary to support future development in the northwest corner of the City's Northwest Area. This development area is comprised of multiple landowners north of 70th Street (CSAH 26) and west of Robert Trail (T.H. 3). Currently, several of these landowners have expressed an interest in moving forward with development and have requested that the City complete this feasibility study. Understanding the relevance of the future sewer and water extensions for these properties, the feasibility study will address the entire northwest area as described above, and as illustrated in the attached map. In general, the City's engineering consultant will be required to evaluate options to extend the trunk sanitary sewer and watermain systems that were constructed earlier this year.



In accordance with the City's requirements and our expressed understanding of the project details, Bolton & Menk proposes the following project approach to successfully complete the NWA Trunk Utility Extension Feasibility Study.

PROJECT APPROACH

In 2005, the City of Inver Grove Heights completed a general feasibility study of trunk sanitary sewer extensions within the Northwest Area. This study illustrated the majority of the subject properties, as described above, being served by a sanitary sewer extending from the new Lift Station 9.1, and through the MGT development south of 70th Street. A small area of the properties was anticipated to be served from a northerly extension of the newly constructed trunk sewer that currently terminates at the intersection of Robert Trail and 70th Street. Trunk watermain to serve this area was expected through an expansion of the City's trunk grid system, in accordance with the City's water supply plan. Based on the progressions of planning and development since 2005, Bolton & Menk will evaluate the current feasibility and costs of these original plans and/or other possible trunk utility extensions to serve the subject area.

Through previous studies and reports completed within the Northwest Area, consideration has been given to the area's anticipated watermain and sanitary sewer improvements. Through our evaluation of these studies, along with our own knowledge and experience within the Northwest Area, we have identified the following key issues that must be considered during the completion of the NWA Trunk Utility Extension Feasibility Study:

- Review and correction, if necessary, of the sanitary sewer flow data provided in the original Northwest Area Water & Sanitary Extensions Feasibility Study for areas west of Robert Trail.
- Coordination and confirmation of updated sanitary sewer flow data with Bolton & Menk's updated sewer flow information previously completed within the Northwest Area.
- Coordination with Bolton & Menk's final design and engineering of the trunk watermain and sanitary sewer extensions to 70th Street to ensure consistent application of design standards, specifications, materials, and regulatory requirements.
- Potential alignment alternatives to satisfy competing interests between project stakeholders including the City, landowners, Mn/DOT, etc.
- The complexities of deep, and potentially trenchless, pipeline construction.
- The possibilities of easement acquisition through various private properties.
- The impacts of terrain and geographic relief on the trunk sanitary sewer and watermain alignments.
- The impact of wetlands on the trunk sanitary sewer and watermain alignments.
- Minimizing clearing and grubbing through wooded areas.
- Private utility impacts.

Bolton & Menk will complete the NWA Trunk Utility Extension Feasibility Study utilizing existing available information relative to the subject properties and the Northwest Area. This information is expected to include, but is not limited to, previous study reports, plat information, aerial photography and pictometry, digital contour information, and survey topography. No field work such as soil borings, supplemental field topography, wetland delineations, or tree inventories are proposed at this time.

Bolton & Menk will include two meetings with the City during the completion of the study and would facilitate a property owner group meeting, if desired by the City. Individual property owner meetings are not included in this scope of work.



PROPOSED FEES

In accordance with the City of Inver Grove Heights' project requirements, Bolton & Menk proposes to complete the scope of work as described above on an hourly basis for a cost not to exceed \$6,500.

While we anticipate that our time and internal cost commitment to this project may exceed our proposed total fee of \$6,500, we recognize this internal cost as part of our continued investment into remaining a qualified consultant with up to date understanding of current City issues, including the Northwest Area. Our commitment is driven by our recent partnership with the City on its Northwest Area Trunk Utilities Improvements project and our goal to serve the City during the next phases of the Northwest Area's development. We believe that our relatively small investment made with this proposal will be mutually beneficial to the City and to us by increasing Bolton & Menk's value to the City as a knowledgeable consultant for the Northwest Area.

Please be assured that we are committed to completing this study within the proposed schedule and cost and in accordance with all of your requirements and expectations, regardless of our internal time requirements.

Attached are the Terms of Proposal. If you find this proposal satisfactory, your signature of this proposal will constitute acceptance of the terms outlined and your authority for us to proceed. Please contact us if you wish to discuss this proposal. Thank you, again, for inviting Bolton & Menk to offer you this proposal, as well as your continued consideration of our services to the City of Inver Grove Heights and the Northwest Area. We look forward to working with you and the City on this project. If you have any questions regarding our proposal, please do not hesitate to call us.

Sincerely,

BOLTON & MENK, INC.

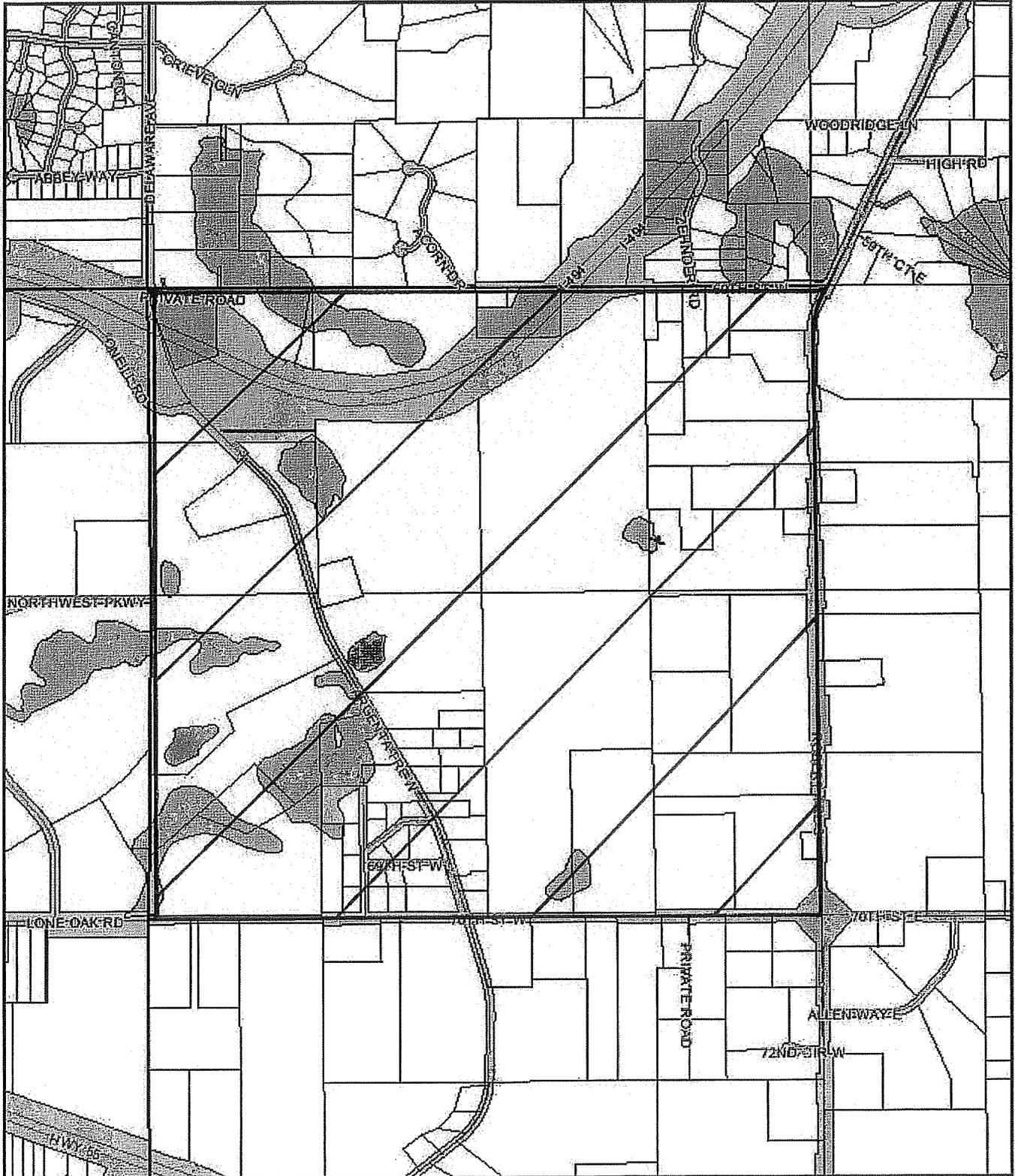
Marcus A. Thomas, P.E.
Principal Engineer

Attachment

Accepted By: _____ Date: _____

Printed Name: _____

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 = 1167 feet



PROPOSED STUDY AREA

Terms of Proposal Bolton & Menk, Inc.

The accompanying Proposal (hereinafter referred to as "Proposal") is subject to the following terms and conditions. These Terms of Proposal (hereinafter referred to as "Terms") are an integral part of the Proposal as if stated directly therein. No change or deviation from these Terms will be binding without the written approval of Bolton & Menk, Inc. Such changes may require an adjustment in the proposed fee, schedule or scope of the Proposal.

A. Services: Bolton & Menk Inc. proposes to perform the services outlined in the Proposal for the stated fee arrangement. Changes required by the Client or other controlling entities (regulatory agencies, contractors, courts, etc.) from the scope or schedule of services described in the Proposal shall be considered "Additional Services" and will be invoiced on an hourly basis in addition to the stated fee arrangement.

B. Information from Client: Unless otherwise stated, Client agrees to provide Bolton & Menk Inc. with all site information necessary to complete the proposed services. This information should include current site property descriptions (from abstract, title opinion or title commitment); other legal documents affecting the site; copies of previous surveys, maps, engineering studies and plans; existing or required soils and geotechnical reports; governmental, regulatory and utility reviews and determinations; and all other pertinent information. Client shall promptly inform Bolton & Menk Inc. of any alleged defects in services provided or the project.

C. Access to Site: Unless otherwise stated, Client agrees to provide Bolton & Menk Inc. with access to the site, including adjoining properties, for activities necessary for the performance of services. It is understood that in the normal course of work, property damage may occur due to excavations, tree and brush trimming, marking lines, etc. The cost to correct resulting damages has not been included in the fee. Bolton & Menk Inc. will take precautions to minimize damage due to these activities and the Client agrees to reimburse Bolton & Menk Inc. for any costs associated with required restoration work.

D. Standard of Care: Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of Bolton & Menk Inc.'s profession currently practicing under similar conditions. **Bolton & Menk Inc. makes no expressed or implied warranty with respect to its undertakings described herein.**

E. Certifications: Any certification provided by Bolton & Menk Inc. is a professional opinion based upon knowledge, information and beliefs available to Bolton & Menk Inc. at the time of certification. Such certifications are not intended as and shall not be construed as a guarantee or warranty. Bolton & Menk Inc. shall not be required to certify the existence of conditions whose existence Bolton & Menk Inc. cannot reasonably ascertain.

F Project Approvals: Due to site limitations, code interpretations, regulatory reviews, political considerations and Client directed design and improvements, Bolton & Menk Inc. makes no representations as to acceptability or approvability of the project; or, zoning requests, permit applications, site and development plans, plats and similar documents. Payment of fees to Bolton & Menk Inc. is not contingent upon project approval.

G. Opinions or Estimates of Project Costs: Where included as part of project scope or otherwise, opinions or estimates of project cost will generally be based upon public construction cost information. Since Bolton & Menk Inc. has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the Client and Bolton & Menk Inc. does not warrant or guarantee the accuracy of construction cost opinions or estimates. Project financing should be based upon actual, contracted construction costs with appropriate contingencies

Terms of Proposal
Bolton & Menk, Inc.
(Continued)

H. Construction Phase Services: If construction phase engineering or staking services are included in this Proposal or subsequently authorized, Client is notified that Bolton & Menk Inc. is not be responsible for means, methods, techniques or procedures of construction selected by any contractor employed on the project nor for the safety precautions or programs incident to the work of any contractor.

I. Ownership and Alteration of Documents: All documents, including reports, specifications, drawings, field data, notes and documents or electronic media prepared or furnished by Bolton & Menk Inc. under this agreement shall remain the property of Bolton & Menk Inc. The Client may make and retain copies for its use in connection with this project. However, such documents are not intended for reuse by the Client on any other project or alteration of the project by others without the written consent of Bolton & Menk Inc. Electronic media may be furnished for convenience of Client; however, only signed and certified hard copies of submittals may be relied upon as documentation of professional services provided.

J. Billings and Payments: Invoices for Bolton & Menk Inc.'s services shall be submitted, at Bolton & Menk Inc.'s option, either monthly or upon completion of services. Invoices are due and payable within 30 days after the invoice date. If the invoice is not paid within 30 days, Bolton & Menk Inc. may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of its services.

K. Late Payments: Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance. If any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

L. Termination of Services: This agreement may be terminated, upon written notice, by the Client or Bolton & Menk Inc. should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay Bolton & Menk Inc. for services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

M. Limitation of Liability: In recognition of the relative risks, rewards and benefits of the project to both the Client and Bolton & Menk Inc., the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Bolton & Menk Inc.'s total liability to the Client for any and all injuries, claims, losses, expenses, damages or claimed expenses arising out of the performance of this agreement from any cause or causes, shall not exceed \$6,500. Such claims include, but are not limited to, Bolton & Menk Inc.'s negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, if any.

N. Dispute Resolution: Any claims or disputes made during or after the performance of services between Bolton & Menk Inc. and the Client, with the exception of claims by Bolton & Menk Inc. for non-payment of services rendered, shall be submitted to mediation and/or arbitration. This Proposal anticipates that Bolton & Menk Inc. and the Client will include a similar requirement in all agreements with contractors, sub-contractors, suppliers, consultants and fabricators concerned with this project.

O. Withdrawal of Proposal : This Proposal constitutes a non-binding offer to perform services and Bolton & Menk Inc. reserves the right to withdraw or modify this Proposal, without liability to the Client, at any time prior to receipt of written acceptance from the Client and execution of a signed agreement in accordance with Paragraph P.

P. Agreement: If the Proposal is accepted, the Client and Bolton & Menk Inc. may enter into and execute an Agreement incorporating the Proposal, these Terms and such additional terms and conditions as may be mutually acceptable to Bolton & Menk Inc. and Client. Upon request by the Client, Bolton & Menk Inc. may, at its sole discretion and for the benefit of the Client, proceed with any proposed services prior to execution of a written agreement. In the absence of an executed written agreement, the accompanying Proposal and these Terms of Proposal shall constitute the whole and complete agreement between Bolton & Menk Inc. and the Client.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Golf Course Clubhouse Furnace/Air Conditioning Replacement

Meeting Date: June 14, 2010
 Item Type: Consent 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

Consider approval of the replacement costs of the golf course clubhouse furnace and air conditioning system.

SUMMARY

The golf course clubhouse currently operates with a furnace and air conditioning system installed during the original construction of the building in 1991. Dual furnace units and dual air conditioning units provide climate control for the clubhouse.

During annual inspection of the system in mid-May, both furnace heat exchangers were found to have rusted pit holes which would permit the release of carbon monoxide gas during operation. As a consequence, the contractor was required by law to shut off the flow of natural gas to the units.

It is also recommended that both air conditioning units be replaced due to their age, their efficiency, and in order to have a full warranty of all system components going forward.

Proposals for equipment replacement and installation were received from two (2) companies. The proposals include two (2) Trane upflow/horizontal furnaces, two (2) Trane 4-ton air conditioners, replacement of zone motor, all piping and connections, recovery of existing refrigerant consistent with current regulations, cleaning of all existing copper tubing, and removal of existing equipment.

The chart below summarizes the proposals:

	Controlled Air Farmington, MN	Wenzel Heating and Air Eagan, MN
Total Project Cost	\$11,324.00	\$ 9,970.00

Updating the previous well repair project from February, the Council had approved the amount of \$33,643.79 to replace the submersible pump/motor of the golf course's irrigation well. The final amount of that completed project was \$16,697.79.

We recommend the City Council approve the proposal as submitted by Wenzel Heating and Air Conditioning of Eagan, Minnesota for the amount of \$9,970 to be funded by the golf course fund.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

MN/USA Wrestling, Inc. – Consider Renewal of Charitable Gambling Premises Permit at Mississippi Pub, 4455 66th St. E.

Meeting Date: June 14, 2010
 Item Type: Consent
 Contact: 651.450.2513
 Prepared by: Melissa Rheume
 Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Consider Resolution Approving Renewal Application of MN/USA Wrestling, Inc. for a Charitable Gambling Premises Permit for the Sale of Pull-Tabs at Mississippi Pub, 4455 66th St. E.

SUMMARY:

MN/USA Wrestling, Inc. has submitted a renewal application for their pull-tab operation at Mississippi Pub. The organization has submitted financial reports as required along with a listing of the organization’s contributions towards compliance with the lawful purpose expenditure requirements within the trade area.

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

RESOLUTION NO. _____

**RESOLUTION APPROVING THE APPLICATION OF THE
MN/USA WRESTLING, INC. FOR RENEWAL OF
A PREMISES PERMIT TO CONDUCT LAWFUL PURPOSE
GAMBLING AT MISSISSIPPI PUB LOCATED AT
4455 66th STREET EAST, INVER GROVE HEIGHTS, MINNESOTA**

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

WHEREAS, MN/USA Wrestling, Inc. has submitted an application for a Gambling Premises Permit to conduct the sale of pull-tabs, at Mississippi Pub, located at 4455 66th Street East, Inver Grove Heights, and

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

THEREFORE, BE IT RESOLVED, BY THE City Council of the City of Inver Grove Heights, County of Dakota, State of Minnesota, hereby approves the application of MN/USA Wrestling, Inc., for a premises permit for charitable gambling operations at Mississippi Pub, 4455 66th Street East, subject to compliance with the provision of the City's Gambling Ordinance or Minnesota Statutes relating to charitable gambling and requests waiver of the 30-day waiting period.

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

Adopted this 14th day of June, 2010

Ayes:

Nays:

George Tourville, Mayor

Attest:

Melissa Rheame, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**SCHEDULE PUBLIC HEARING TO CONSIDER APPLICATION OF EDWARD CARLSON
DBA EDDY'S BAR & GRILL FOR AN ON-SALE/SUNDAY INTOXICATING LIQUOR LICENSE**

Meeting Date: June 14, 2010
Item Type: Consent
Contact: 651.450.2513
Prepared by: Melissa Rheaume
Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Schedule public hearing on July 12, 2010 at 7:30 p.m. to consider the application of Edward Carlson for an On-Sale/Sunday Intoxicating Liquor License for premises located at 7537 Concord Boulevard.

SUMMARY:

Mr. Edward Carlson has submitted an application for an On-Sale/Sunday Intoxicating Liquor License for the premises located at 7537 Concord Boulevard. The Police Department is conducting the required background investigation on the applicant and the findings will be presented at the public hearing.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: June 14, 2010
Item Type: Consent
Contact: Jenelle Teppen, Asst. City Admin
Prepared by: Amy Brinkman, H.R. Coordinator
Reviewed by: n/a

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

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

Please confirm the seasonal/temporary employment of: Katelyn Norgaarden, Jane Bienick, Alyssa Bray, Kellie Kurz, Rachael Geng, Sarah Speldrick, Melissa Wells, Rachel Nyberg, Erin Kegley, Addison Dowd, Gretchen Schwanz, and Anthony Lotzer.

Please confirm the seasonal/temporary termination of employment of: Brie Meyer, Ted Lojovich, and Cassie Wegner.

Please confirm the employment of: Dennis Hogan as Golf Course Cashier.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: June 14, 2010
 Item Type: Consent
 Contact: Lt. Jerry Salmey (651) 450-2465
 Prepared by: Lt. Jerry Salmey
 Police Department
 Reviewed by: Chief Charles Kleckner
 Police Department

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

PURPOSE/ACTION REQUESTED:

Consider Joint Powers Agreement between Dakota Law Enforcement Agencies for the continued service of the DAKOTA COUNTY MULTI-AGENCY ASSISTANCE GROUP (MAAG) team formally known as the Dakota County Mutual Aid Assistance Group.

SUMMARY:

The current Joint Powers Agreement (JPA) for the MAAG team is set to expire. The JPA you are considering for the MAAG team has been reviewed by the respective Member City Attorneys, the League of Minnesota Cities Attorney and the County Attorney on behalf of the Sheriff's Department.

This JPA defines such things as member agencies, duties of the governing board, budget and finances, team leadership and other things relating to operations.

The MAAG team is made up of officers from member agencies that have been trained in specialized weapons and tactics. This team is called when a member agency has a situation that needs a specialized tactics to resolve it. These situations would include but are not limited to barricaded subjects, hostage situations and high risk warrants.

The Inver Grove Heights Police Department budget for 2011 will include \$3,300 for the MAAG team. This amount is paid by each member and is used to maintain and purchase equipment. The Inver Grove Heights Police Department has two officers assigned to the MAAG team.

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 ACCEPTING THE 2010 JOINT POWERS AGREEMENT FOR THE
CONTINUED PARTICIPATION IN THE DAKOTA COUNTY MULTI-AGENCY
ASSISTANCE GROUP (MAAG)**

WHEREAS, the parties to this Agreement are units of government responsible for critical incident response in their respective jurisdictions; and

WHEREAS, this Agreement is made pursuant to the authority conferred upon the parties by Minn. Stat §§ 471.59; and

WHEREAS, this Agreement amends and supersedes the DAKOTA COUNTY MUTUAL AID ASSISTANCE GROUP, 2003 JOINT POWERS AGREEMENT, and shall become effective only upon the approval and execution hereof by duly authorized officers of all of the parties; and

WHEREAS, the parties to this Agreement shall consist of the following units of government:

City of Apple Valley
City of Farmington
City of Hastings
City of Inver Grove Heights
City of Lakeville

City of Mendota Heights
City of Northfield
City of Rosemount
City of South St. Paul
City of West St. Paul
County of Dakota

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS: that in consideration of this JPA it is the Inver Grove Heights Police Department's recommendation that this resolution be adopted.

Adopted by the City Council of Inver Grove Heights this 14th day of June, 2010

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

DAKOTA COUNTY MULTI-AGENCY ASSISTANCE GROUP

2010 JOINT POWERS AGREEMENT

The parties to this Agreement are units of government responsible for critical incident response in their respective jurisdictions. This Agreement is made pursuant to the authority conferred upon the parties by Minn. Stat §§ 471.59. This Agreement amends and supersedes the DAKOTA COUNTY MUTUAL AID ASSISTANCE GROUP, 2003 JOINT POWERS AGREEMENT, and shall become effective only upon the approval and execution hereof by duly authorized officers of all of the parties.

NOW, THEREFORE, the undersigned governmental units, in the joint and mutual exercise of their powers, agree as follows:

1. **Name.** The parties hereby establish the *Dakota County Multi-Agency Assistance Group (MAAG)*.
2. **General Purpose.** The purpose of this Joint Powers Agreement is to establish an organization to coordinate efforts to develop and provide joint response to critical incidents or high risk entries where there is a risk of criminal violence, occurring within and outside of the parties' jurisdictions.
3. **Parties.** The parties to this Agreement shall consist of the following units of government:

City of Apple Valley	City of Mendota Heights
City of Farmington	City of Northfield
City of Hastings	City of Rosemount
City of Inver Grove Heights	City of South St. Paul
City of Lakeville	City of West St. Paul
	County of Dakota
4. **Governance.**

4.1. **Governing Board.** The governing board of the MAAG shall consist of the following:

one member and one alternate member appointed by the police chief of each party that is a city; and

one member and one alternate member appointed by the Dakota County Sheriff.

Appointees shall be full-time supervisory peace officers of the appointing party.

Resolutions or other documentation of the appointments shall be filed with the Dakota County Sheriff.

Members of the governing board shall not be deemed to be employees and shall not be compensated by the governing board.

- 4.2. **Terms.** Appointees shall serve at the pleasure of the appointing party and may be removed only by the appointing party.
- 4.3. **Officers.** In January of each year the governing board shall elect from its members a chair, vice chair and secretary/treasurer. The chair shall preside at all meetings of the governing board and shall perform other duties as determined by the governing board, including the authority to sign contracts authorized by the governing board. The vice chair shall preside during the absence of the chair. The secretary/treasurer shall assist the chair in overseeing the governing board's budget and finances.
- 4.4. **Meetings.** The governing board shall have regular quarterly meetings. Special meetings may be held on reasonable notice by the chair or vice chair. The presence of a simple majority of the members shall constitute a quorum. All meetings of the board shall be subject to the Open Meeting Law.
- 4.5. **Voting.** Each party to this agreement shall have one vote at any meeting of the governing board. Proxy votes are not permitted. The governing board shall function by a majority vote of board members or alternate members present, provided that a quorum is present.

5. **Duties of the Governing Board.**

- 5.1. The governing board will formulate a program to carry out its purpose.
- 5.2. The governing board will coordinate information between the parties and the MAAG.
- 5.3. The governing board shall appoint and supervise the Team Commander of the MAAG. The governing board may appoint and supervise Assistant Team Commanders of the MAAG. Appointments require the concurrence of the chief law enforcement officer of the Team Commander's or Assistant Team Commander's employer. Appointment as Team Commander or Assistant Team Commander pursuant to this agreement shall not obligate any party to pay to its employees so appointed either supervisory or other premium pay.

6. **Powers of the Governing Board.**

- 6.1. The governing board may enter into any contract necessary or proper for the exercise of its powers or the fulfillment to its duties and enforce such contracts to the extent available in equity or at law, except that the governing board shall not enter into any contract the term of which exceeds one year. No payment on any invoice shall be authorized unless approved by at least two of the three officers elected pursuant to paragraph 4.3. The chair shall report to the governing board any such payments at its next meeting.

- 6.2. The governing board may contract with any party to provide budgeting and accounting services necessary or convenient for the governing board. Such services shall include but not be limited to: management of all funds, payment for contracted services and other purchases, and relevant bookkeeping and record keeping.
- 6.3. The governing board may disburse funds in a manner which is consistent with this Agreement and with the method provided by law for the disbursement of funds by the party under contract to provide budgeting and accounting services.
- 6.4. The governing board may apply for and accept gifts, grants or loans of money or other property (excluding real property) or assistance from the United States government, the State of Minnesota, or any person, association, or agency for any of its purposes; enter into any agreement in connection therewith; and hold, use and dispose of such money or other property and assistance in accordance with the terms of the gift, grant or loan relating thereto.
- 6.5. The governing board must obtain and maintain liability insurance in amounts not less than the statutory liability limits established under Minn. Stat. Ch. 466 and may obtain other insurance it deems necessary to insure the parties, the governing board, its members and employees of the parties for actions arising out of this Agreement, including, but not limited to extended reporting period coverage upon termination. With respect to employees of parties who have responded to a request for assistance pursuant to paragraph 10.2.1, they will be deemed to be taking actions arising out of this Agreement from the time they receive a request for assistance pursuant to this Agreement and commence traveling to the location where assistance is to be provided until the Team Commander or Assistant Team Commander has made the decision pursuant to paragraph 10.2.1 to recall the team.
- 6.6. All powers granted herein shall be exercised by the governing board in a fiscally responsible manner and in accordance with the requirements of law. The purchasing and contracting requirements of Dakota County shall apply to the governing board.
- 6.7. The governing board may cooperate with other federal, state and local law enforcement agencies to accomplish the purpose for which it is organized.
- 6.8. The MAAG does not have the authority to seize property for purposes of Minn. Stat. §§ 609.531-.5318.
- 6.9. The governing board may retain legal counsel to advise the board and provide civil legal services.
- 6.10. All cash monies received through forfeiture or restitution that are derived from MAAG operations shall remain the property of MAAG and shall be used in furtherance of MAAG efforts.

7. **Budget and Finance.**

- 7.1. **Budget.** By March 31 of each year the governing board shall prepare and adopt a budget for the following calendar year and may amend the same from time to time.
- 7.2. **Expenses.** The parties intend to fund the MAAG through annual contribution paid by each party. The governing board shall establish the contribution by March 31 of the year prior to the year when the contribution is payable. The parties agree to pay the contribution as determined by the governing board on or before January 31 of the year following the determination, provided that the city council or county board has included funds for this purpose in its adopted budget.
- 7.3. **Accountability.** All funds shall be accounted for according to generally accepted accounting principles. A report on all receipts and disbursements shall be forwarded to the parties quarterly and on an annual basis.

8. **Team Leaders.**

- 8.1. The Team Commander and Assistant Team Commanders shall appoint licensed peace officers to serve as MAAG team leaders, subject to approval of the governing board. Appointment as team leader pursuant to this agreement shall not obligate any party to pay to its employees so appointed either supervisory or other premium pay.
- 8.2. Team leaders assigned to the MAAG at all times will remain employees of the leaders' own jurisdictions and will not be employees of the governing board.
- 8.3. Team leaders shall be the liaison between the team members and the Team Commander or Assistant Team Commander when a MAAG team has been deployed pursuant to this agreement.

9. **Team members.**

- 9.1. The chief law enforcement officer of each party shall assign licensed peace officers to serve as MAAG team members, subject to approval of the Team Commander. Appointment as a team member pursuant to this agreement shall not obligate any party to pay its employees so appointed any premium pay.
- 9.2. Team members assigned to the MAAG at all times will remain employees of the members' own jurisdictions and will not be employees of the governing board.

10. **Operations.**

- 10.1. **Training.** The Team Commander shall be responsible for arranging monthly and annual training events for team leaders and team members, consistent with direction from the

governing board. The Team Commander shall also be responsible for maintaining records of the training received by team leaders and members as well as records of all other activities undertaken by the Team Commander, Assistant Team Commanders, team leaders and team members pursuant to this agreement.

10.2. **Deployment.**

10.2.1. **Requests for Assistance.** Whenever a party, in its sole discretion, determines that conditions within its jurisdiction cannot be adequately addressed by that jurisdiction's personnel and resources because of a critical incident or need for high risk entry, the party may request, in accordance with policies and procedures of the governing board, that the MAAG deploy a MAAG team to assist the party's jurisdiction. Upon a request for assistance, a MAAG team may be dispatched to the requesting party, in accordance with policies and procedures of the governing board. A party may decline to make its personnel available in response to any such request. Failure to provide assistance in response to a request made pursuant to this agreement will not result in any MAAG liability. The Team Commander or Assistant Team Commander shall notify the chair or vice chair anytime that assistance is provided pursuant to this agreement. The Team Commander or an Assistant Team Commander may at any time and in his/her sole judgment recall the team. The decision to recall a team provided pursuant to this agreement will not result in liability to the MAAG, any party, or to the Team Commander or Assistant Team Commander who recalled the team.

10.2.2. **Direction and Control.** Personnel and equipment provided pursuant to this agreement shall remain under the direction and control of the party providing the same and also to the tactical control of the licensed peace officer in command of the scene of the jurisdiction to which assistance is being provided.

10.2.3. **Compensation.** When the MAAG provides services to a requesting party, the personnel of the MAAG shall be compensated by their respective employers just as if they were performing the duties within and for the jurisdiction of their employer. No charges will be levied by the MAAG or by the parties for specialized response operations provided to a requesting party pursuant to this agreement unless that assistance continues for a period exceeding 48 continuous hours. If assistance provided pursuant to this agreement continues for more than 48 continuous hours, and the assistance is not provided in connection with a criminal investigation, any party whose officers provided assistance for MAAG shall submit itemized bills for the actual cost of any assistance provided, including salaries, overtime, materials and supplies, to the MAAG and the MAAG shall submit the invoices to the requesting party. The requesting party shall reimburse the MAAG for that amount, and the MAAG shall forward the reimbursement to the responding party.

10.2.4. **Workers' Compensation.** Each party to this agreement shall be responsible for injuries to or death of its own employees in connection with services provided

pursuant to this agreement. Each party shall maintain workers' compensation coverage or self-insurance coverage, covering its own personnel while they are providing assistance as a member of the MAAG. Each party to this agreement waives the right to sue any other party for any workers' compensation benefits paid to its own employee or their dependents, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees or agents.

10.2.5. **Damage to Equipment.** Each party shall be responsible for damage to or loss of its own equipment occurring during deployment of the MAAG. Each party waives the right to sue any other party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other party or its officers, employees or agents.

10.2.6. **Indemnification.** To the full extent permitted by law, this Agreement is intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party. In addition to the foregoing, nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.

To the extent that tort damages or other related costs or fees become payable to a third party as the result of this Agreement or the activities carried out hereunder that are not covered by insurance that MAAG has in force, the parties to this Agreement shall each pay an equal amount. Notwithstanding the foregoing, this Agreement is solely for the benefit of the parties hereto and no other person shall have any right, claim, or interest in it.

Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee or volunteer of any member for any act or omission for which the officer, employee or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.

10.3. **Aid to Non-Parties.**

10.3.1. Upon a request for assistance from a governmental unit that is not a party to this Agreement, a MAAG team may be dispatched to such governmental unit, in accordance with policies and procedures of the governing board, provided that the police chief or Dakota County Sheriff, as appropriate, has consented to such deployment of its employees. Failure to provide assistance in response to any such request shall not result in any MAAG liability. The Team Commander or Assistant Team Commander shall notify the chair any time such assistance is provided. The Team Commander or Assistant Team Commander may at any time and in his/her

sole judgment recall the team. The decision to recall a team hereunder shall not result in any MAAG liability.

10.3.2. Liability resulting from the provision of assistance to a non-party shall be allocated in the same manner as provided by Minnesota Statutes, Section 12.331, subd. 2, i.e., MAAG assumes the same liability as a sending political subdivision and the non-party assumes the same liability as a receiving political subdivision.

11. **Term.** The term of this agreement shall be effective only when all of the parties have signed this agreement. The Dakota County Sheriff shall notify the members in writing of the effective date of this agreement. This Agreement shall continue in effect until terminated in accordance with its terms.

12. **Withdrawal and Termination.**

12.1 **Withdrawal.** Any party may withdraw from this agreement upon 6 months' written notice to the other parties. Withdrawal by any party shall not terminate this agreement with respect to any parties who have not withdrawn. Withdrawal shall not discharge any liability incurred by any party prior to withdrawal. Such liability shall continue until discharged by law or agreement. A withdrawing party shall have no claim to any property or assets owned or held by MAAG.

12.2 **Termination.** This agreement shall terminate upon the occurrence of any one of the following events: (a) when necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; or (b) when a majority of remaining parties agrees to terminate the agreement upon a date certain.

12.3 **Effect of Termination.** Termination shall not discharge any liability incurred by the MAAG or by the parties during the term of this agreement. Upon termination and after payment of all outstanding obligations, property or surplus money held by the MAAG shall then be distributed to the parties in proportion to their contributions.

13. **Miscellaneous.**

13.1 **Amendments.** This agreement may be amended only in writing and upon the consent of each of the parties' governing body.

13.2 **Records, accounts and reports.** The books and records of the MAAG shall be subject to the provisions of Minn. Stat. Ch. 13.

13.3 **Counterparts.** This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Counterparts shall be filed with the Dakota County Sheriff.

13.4 **Additional Parties.** Any other municipality within Dakota County may become a party to this agreement upon approval of the governing board, adoption of a resolution by the

municipality's governing body, execution of this agreement, and filing of the same with Dakota County.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

Approved as to form:

COUNTY OF DAKOTA

Assistant County Attorney/Date

Dave Bellows
Dakota County Sheriff
Date of Signature_____

CITY OF APPLE VALLEY

Name _____

Title _____

Date of Signature _____

CITY OF FARMINGTON

Name _____

Title _____

Date of Signature _____

CITY OF HASTINGS

Name _____

Title _____

Date of Signature _____

CITY OF INVER GROVE HEIGHTS

Name _____

Title _____

Date of Signature _____

CITY OF LAKEVILLE

Name _____

Title _____

Date of Signature _____

CITY OF MENDOTA HEIGHTS

Name _____

Title _____

Date of Signature _____

CITY OF NORTHFIELD

Name _____

Title _____

Date of Signature _____

CITY OF ROSEMOUNT

Name _____

Title _____

Date of Signature _____

CITY OF SOUTH ST. PAUL

Name _____

Title _____

Date of Signature _____

CITY OF WEST ST. PAUL

Name _____

Title _____

Date of Signature _____

K/K09-375 JPA for MAAG – 3-24-10

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

ATTORNEYS AT LAW

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

TO: Mayor and Council
FROM: Timothy J. Kuntz
DATE: June 2, 2010
RE: Starz Liquor License Violation Hearing

Background

Starz Group Liquor, Inc., d/b/a Starz Liquor is the liquor license holder for the premises located at 5300 South Robert Trail, Suite 600, Inver Grove Heights. The officers of Starz Group Liquor, Inc. are Eh Alex Vue and Xia Jewel Vue. On October 17, 2009, Officers Anderson and Daniels of the Inver Grove Heights Police Department conducted a compliance check at Starz Liquor. R.J., who was twenty years old at the time, entered Starz Liquor a little after 8 pm, selected a 12 pack of Miller Lite beer, and proceeded to the checkout. Paul Vue subsequently sold the 12-pack of beer to R.J. without asking for his identification or questioning him about his age. Paul Vue was subsequently charged with Selling Alcohol to a Minor, a gross misdemeanor in violation of MINN. STAT. § 340A.503, SUBD. 2(1). On January 25, 2010, Paul Vue pled guilty and was sentenced in this matter.

Following Paul Vue's guilty plea in the criminal case, a hearing regarding this alleged violation of Starz Liquor's liquor license was scheduled, and notice of the hearing was served on Starz Liquor, Eh Alex Vue and Xia Jewel Vue on February 22, 2010 by Officer Jessica Billmeyer. At the hearing, which was held on March 8, 2010, the Council found that, based on the evidence presented, Starz Liquor had failed to comply with Minnesota Statutes §§ 340A.503, 340A.501, and 340A.415 and City Code Sections 4-1D-3 and 4-1A-19, in that an employee of the Off Sale Liquor License Holder sold an alcoholic beverage to a person under 21 years of age on October 17, 2009 in the licensed establishment. As a result of this violation, the Council imposed the following sanctions via Resolution No. 10-31:

- 3.1.1 A two thousand dollar (\$2,000.00) civil penalty is imposed. The entire amount of the civil penalty shall be paid to the City of Inver Grove Heights on or before March 31, 2010. If this penalty is not paid on or before March 31, 2010, the off-

sale liquor license for Starz Group Liquor, Inc., d/b/a Starz Liquor shall be suspended without notice to the licensee until the civil penalty is paid; and

- 3.1.2 All individuals working at Starz Group Liquor, Inc., d/b/a Starz Liquor who are engaged in the sale of alcohol must complete Alcohol Server Training at the sole expense of Starz Group Liquor, Inc. d/b/a Starz Liquor by May 7, 2010, and proof of completion of the training by all such employees must be provided to the City Clerk by May 14, 2010; and
- 3.1.3 A six (6) day suspension of Starz Group Liquor, Inc., d/b/a Starz Liquor's off-sale liquor license is imposed. Of that six (6) day suspension, a three (3) day suspension shall be imposed on the following days: April 8, 9, and 10, 2010. Starz Group Liquor, Inc., d/b/a/ Starz Liquor may not be open to the public for the sale of alcohol at any time during any of those three days. The remaining three (3) day suspension shall be stayed for a period of one (1) year on the following conditions:
 - 3.1.2.1 The entire amount of the civil penalty shall be paid to the City of Inver Grove Heights on or before March 31, 2010; and
 - 3.1.2.2 All individuals working at Starz Group Liquor, Inc., d/b/a Starz Liquor who are engaged in the sale of alcohol must complete Alcohol Server Training at the sole expense of Starz Group Liquor, Inc. d/b/a Starz Liquor by May 7, 2010, and proof of completion of the training by all employees must provided to the City Clerk by May 14, 2010; and
 - 3.1.2.3 There must be no additional liquor license violations within the next one (1) year from the date of this resolution.
- 3.2 If the conditions are not met, the remaining three (3) day license suspension shall become effective and the Council shall determine the dates of suspension.

Compliance With Requirements of Council Resolution 10-31

While Starz Liquor did pay the civil penalty in a timely manner, it did not comply with the requirements of Section 3.1.2 of City Council Resolution 10-31, which required the following:

All individuals working at Starz Group Liquor, Inc., d/b/a Starz Liquor who are engaged in the sale of alcohol must complete Alcohol Server Training at the sole expense of Starz Group Liquor, Inc. d/b/a Starz Liquor by May 7, 2010, and proof of completion of the training by all employees must provided to the City Clerk by May 14, 2010.

Proof of completion of Alcohol Server Training was e-mailed to Deputy City Clerk Melissa Rheaume on May 14, 2010, which indicated Alcohol Server Training was completed by four individuals on May 14, 2010. However, City Council Resolution 10-31 required that such training was to be completed by May 7, 2010. As a result, a hearing to determine whether Starz Liquor has complied with the requirements of Council Resolution 10-31 has been set before the Council. If the Council finds that Starz failed to comply with the Alcohol Server Training requirement, then the Council must determine whether to impose some or all of the remaining three (3) day liquor license suspension, and on what dates such suspension, if any, should occur.

RESOLUTION NO. 10-_____

**INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION IMPOSING STAYED LICENSE
SUSPENSION UPON OFF-SALE INTOXICATING LIQUOR
LICENSE HOLDER STARZ GROUP LIQUOR, INC.
D/B/A STARZ LIQUOR**

WHEREAS, Minnesota Statutes, Section 340A.415 and City Code Section 4-1A-19 authorize a city council to impose sanctions upon the holder of an off-sale intoxicating liquor license who has failed to comply with an applicable statute, rule, or ordinance relating to alcoholic beverages upon a hearing duly noticed and the opportunity for the license holder to be heard; and

WHEREAS, a hearing regarding an alleged violation of the off-sale liquor license held by Starz Group Liquor, Inc., d/b/a Starz Liquor was duly noticed and held, pursuant to Minnesota Statutes, Section 340A.415 and City Code Section 4-1A-19, on Monday, March 8, 2010, in the City Council Chambers, Inver Grove Heights City Hall, 8150 Barbara Avenue, Inver Grove Heights, Minnesota; and

WHEREAS, following that hearing the City Council found that a violation of Starz Liquor's off-sale liquor license had occurred, and as a result imposed sanctions against Starz Liquor, including a six (6) day license suspension, which are more fully detailed in Inver Grove Heights City Council Resolution No. 10-31; and

WHEREAS, three (3) days of the six (6) day suspension imposed pursuant to City Council Resolution No. 10-31 were stayed for a period of one (1) year on three conditions, one of which was that all individuals working at Starz Group Liquor, Inc., d/b/a Starz Liquor who are engaged in the sale of alcohol must complete Alcohol Server Training at the sole expense of Starz Group Liquor, Inc., d/b/a Starz Liquor by May 7, 2010, and proof of completion of the training by all employees must be provided to the City Clerk by May 14, 2010;

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

FINDINGS

- 1.1 Notice of a Hearing Regarding Compliance by Starz Group Liquor Inc. d/b/a Starz Liquor with the Alcohol Server Training Completion Requirement of Inver Grove Heights City Council Resolution 10-31 was duly given to Starz Group Liquor, Inc., d/b/a Starz Liquor on May 29, 2010 by leaving a copy of the Notice of Hearing and Attachments addressed to Starz Liquor Group, Inc. d/b/a Starz Liquor, at the licensed premises with the person in charge thereof, and also by mailing a copy of the same to Xia Jewel Vue, and Eh Alex Vue.
- 1.2 A hearing was held to determine whether Starz Group Liquor, Inc., d/b/a Starz Liquor had complied with the Alcohol Server Training Requirement listed in Inver Grove Heights City Council Resolution No. 10-31, Section 3.1.2, on Monday, June 14, 2010, in the City Council Chambers in Inver Grove Heights City Hall, 8150 Barbara Avenue,

Inver Grove Heights, Minnesota.

CONCLUSION

- 2.1 Based upon the information presented, the City Council concludes that Starz Liquor Group, Inc., d/b/a Starz Liquor failed to comply with the Alcohol Server Training Requirement listed in Section 3.1.2 of City Council Resolution No. 10-31, which required that all individuals working at Starz Group Liquor, Inc., d/b/a Starz Liquor who are engaged in the sale of alcohol must complete Alcohol Server Training at the sole expense of Starz Group Liquor, Inc., d/b/a Starz Liquor by May 7, 2010, and proof of completion of the training by all such employees must be provided to the City Clerk by May 14, 2010.
- 2.2 The City Council concludes that all individuals working at Starz Group Liquor, Inc., d/b/a Starz Liquor who are engaged in the sale of alcohol completed Alcohol Server Training on May 14, 2010, which was after the May 7, 2010 deadline imposed in City Council Resolution 10-31 for completion of the Alcohol Server Training.

SANCTIONS

- 3.1 The previously imposed and stayed three (3) day liquor license suspension is hereby imposed on the following dates _____. Starz Group Liquor, Inc., d/b/a Starz Liquor may not be open to the public for the sale of alcohol at any time during any of those three (3) days.

Adopted by the City Council of the City of Inver Grove Heights this 14th day of June, 2010.

Ayes:

Nays:

Attest:

Attest:

Melissa Rheume, Deputy City Clerk

George Tourville, Mayor

RESOLUTION NO. 10- 31

INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION IMPOSING SANCTIONS UPON
OFF-SALE INTOXICATING LIQUOR LICENSE HOLDER
STARZ GROUP LIQUOR, INC. D/B/A STARZ LIQUOR

WHEREAS, Minnesota Statutes, Section 340A.415 and City Code Section 4-1A-19 authorize a city council to impose sanctions upon the holder of an off-sale intoxicating liquor license who has failed to comply with an applicable statute, rule, or ordinance relating to alcoholic beverages upon a hearing duly noticed and the opportunity for the license holder to be heard;

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

FINDINGS

- 1.1 Notice of a hearing regarding the imposition of sanctions for a liquor license violation was duly given to the Off-Sale Liquor License Holder (Starz Group Liquor, Inc., d/b/a Starz Liquor) for the premises located at 5300 South Robert Trail, Suite 600, Inver Grove Heights, Minnesota on February 22, 2010, pursuant to Minnesota Statutes, Section 340A.415 and City Code Section 4-1A-19, by leaving a copy of the Notice of Hearing and Attachments addressed to Starz Liquor Group, Inc. d/b/a Starz Liquor, Xia Jewel Vue, and Eh Alex Vue at the licensed premises with the person in charge thereof.
- 1.2 A hearing regarding the alleged liquor license violation was held on Monday, March 8, 2010, in the City Council Chambers in Inver Grove Heights City Hall, 8150 Barbara Avenue, Inver Grove Heights, Minnesota.
- 1.3 At the hearing, all persons who appeared and desired to be heard were heard.

CONCLUSION

- 2.1 Based upon the evidence presented at the hearing, the City Council concludes that Starz Liquor Group, Inc., d/b/a Starz Liquor, the Off-Sale Liquor License Holder for the premises at 5300 South Robert Trail, Suite 600, Inver Grove Heights, Minnesota, failed to comply with Minnesota Statutes §§ 340A.503, 340A.501, and 340A.415 and City Code Sections 4-1D-3 and 4-1A-19, in that an employee of the Off Sale Liquor License Holder sold an alcoholic beverage to a person under 21 years of age on October 17, 2009 in the licensed establishment.

SANCTIONS

- 3.1 The following sanctions are imposed for the violation:
 - 3.1.1 A two thousand dollar (\$2,000.00) civil penalty is imposed. The entire amount of the civil penalty shall be paid to the City of Inver Grove Heights on or before

March 31, 2010. If this penalty is not paid on or before March 31, 2010, the off-sale liquor license for Starz Group Liquor, Inc., d/b/a Starz Liquor shall be suspended without notice to the licensee until the civil penalty is paid; and

3.1.2 All individuals working at Starz Group Liquor, Inc., d/b/a Starz Liquor who are engaged in the sale of alcohol must complete Alcohol Server Training at the sole expense of Starz Group Liquor, Inc. d/b/a Starz Liquor by May 7, 2010, and proof of completion of the training by all such employees must be provided to the City Clerk by May 14, 2010; and

3.1.3 A six (6) day suspension of Starz Group Liquor, Inc., d/b/a Starz Liquor's off-sale liquor license is imposed. Of that six (6) day suspension, a three (3) day suspension shall be imposed on the following days: April 8, 9, and 10, 2010. Starz Group Liquor, Inc., d/b/a/ Starz Liquor may not be open to the public for the sale of alcohol at any time during any of those three days. The remaining three (3) day suspension shall be stayed for a period of one (1) year on the following conditions:

3.1.2.1 The entire amount of the civil penalty shall be paid to the City of Inver Grove Heights on or before March 31, 2010; and

3.1.2.2 All individuals working at Starz Group Liquor, Inc., d/b/a Starz Liquor who are engaged in the sale of alcohol must complete Alcohol Server Training at the sole expense of Starz Group Liquor, Inc. d/b/a Starz Liquor by May 7, 2010, and proof of completion of the training by all employees must provided to the City Clerk by May 14, 2010; and

3.1.2.3 There must be no additional liquor license violations within the next one (1) year from the date of this resolution.

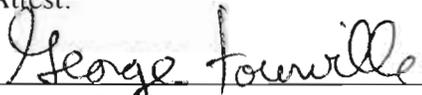
3.2 If the conditions are not met, the remaining three (3) day license suspension shall become effective and the Council shall determine the dates of suspension.

Adopted by the City Council of the City of Inver Grove Heights this 8th day of March, 2010.

Ayes: 5

Nays: 0

Attest:


George Tourville, Mayor

Attest:


Melissa Rheume, Deputy City Clerk

Melissa Rheume

From: STARZ GROUP OF REALTORS Owner [alexvue@msn.com]
Sent: Friday, May 14, 2010 11:55 PM
To: Melissa Rheume
Cc: vue74@msn.com
Subject: RE: updated liquor certification
Attachments: Scan_Doc0001.pdf

Hello Melissa,

Attached is the Liquor Certification that has been updated. Please see that it was sent before end of day of the 14th of May, 2010. I also faxed over a copy as well, all signed by trainer.

Eh Alex Vue
Starz Group Liquor, dba Starz Liquor
Owner
612-388-8226

Hotmail has tools for the New Busy. Search, chat and e-mail from your inbox. [Learn more.](#)

Location _____

STARZ LIQUOR

Loss Control Services Inc Alcohol Awareness Programs

763-545-5981

Robert Pomplun 1804 Mendelssohn Avenue North Golden Valley, Mn 55427

LOSS CONTROL SERVICES VERIFICATION FORM

DATE: 05/14/2010

TO INSURANCE COMPANIES:

OUR ESTABLISHMENT HAS PARTICIPATED IN THE LOSS CONTROL SERVICES ALCOHOL AWARENESS SEMINAR FOR OUR EMPLOYEES INSTRUCTION IN THE LEGAL AND MORAL RESPONSIBILITIES REGARDING THE SERVICE OF ALCOHOL. OUR AIM IS TO INCREASE THE USE OF DOCUMENTATION OF INCIDENTS AND STRATEGIES USED TO PREVENT THEM. THE INSTRUCTION IN THIS PROGRAM HAS MADE EACH SERVER AWARE OF HIS/HER INDIVIDUAL LIABILITY IN THE SERVICE OF ALCOHOL. COMPLIANCE WITH THE GUIDELINES SET FORTH IN THE PROGRAM WILL HELP REDUCE THE RISKS OF THE SERVICE OF ALCOHOL TO CUSTOMERS AND THE COMMUNITY.

SEMINAR LOCATION: STARZ LIQUORS

SEMINAR DATE: Friday 05, May 05, 05/14, 2010
DAY MONTH DATE YEAR

FROM 8:00 A.M. (P.M.) TO 11:00 A.M. (P.M.)

A TOTAL OF 4 EMPLOYEES PARTICIPATED IN THE SEMINAR FOR A TOTAL OF 100% PERCENT OF TOTAL HOURS EMPLOYEES WORK THAT SERVE ALCOHOL IN OUR ESTABLISHMENT (SEE ATTACHED VERIFICATION FORMS).

WHEN NEW ALCOHOL SERVERS ARE HIRED WE WILL TRAIN THEM THROUGH THE USE OF MATERIALS PRESENTED IN THE SEMINAR.

LIST OF EMPLOYEES ATTENDING THE SEMINAR (SEE ATTACHED LIST):

I CERTIFY THE STATEMENTS ARE CORRECT

Robert Pomplun
LOSS CONTROL SERVICES AGENT

Robert Pomplun
OWNER/ MANAGER SIGNATURE
Robert Pomplun
TRAINERS SIGNATURE

INSURANCE COMPANY COPY

LOSS CONTROL SERVICES, INC.
PREVENTIVE SERVICE COURSE OF ALCOHOL AWARENESS
CERTIFICATE OF COMPLETION

I, EH Alex Vne am employed at
employee name
Starz Liquor
name of establishment

My duties are to serve alcoholic beverages to persons who may legally consume alcohol. I realize that it is my duty to protect the people I serve by not over serving them. In doing so I protect myself, the establishment, and the community from harmful situations.

On the 14 day of May, 2010 I was instructed in the art of server intervention for a period of three hours. I was instructed to check I.D.'s, monitor drink consumption, how to identify possible impairment, and told to report any problems in these areas to the management. I will not serve alcohol to any person exhibiting signs of impairment. I will check younger people for legal and valid I.D.'s that I have received instruction in how to recognize false documents and I will report to proper persons any possible I.D.'s that are not acceptable. I have learned it is my duty legally as well as morally to protect the people I serve with preventive alcohol service.

Dated the 14 day of May, 2010

[Signature]

Employee signature

EH Alex Vne

Print name

EH Alex Vne

Management

LOSS CONTROL SERVICES, INC.
ROBERT W. POMPLUN
16500 43rd AVENUE N.
PLYMOUTH, MN 55446.

763-545-5981

Insurance form

LOSS CONTROL SERVICES, INC.
PREVENTIVE SERVICE COURSE OF ALCOHOL AWARENESS
CERTIFICATE OF COMPLETION

I, Joe Vue am employed at
employee name
Sturz Liquors
name of establishment

My duties are to serve alcoholic beverages to persons who may legally consume alcohol. I realize that it is my duty to protect the people I serve by not over serving them. In doing so I protect myself, the establishment, and the community from harmful situations.

On the 14th day of May 2010 I was instructed in the art of server intervention for a period of three hours. I was instructed to check I.D.'s, monitor drink consumption, how to identify possible impairment, and told to report any problems in these areas to the management. I will not serve alcohol to any person exhibiting signs of impairment. I will check younger people for legal and valid I.D.'s that I have received instruction in how to recognize false documents and I will report to proper persons any possible I.D.'s that are not acceptable. I have learned it is my duty legally as well as morally to protect the people I serve with preventive alcohol service.

Dated the 14th day of May 2010

Employee signature

Print name

Management

LOSS CONTROL SERVICES, INC.
ROBERT W. POMPLUN
16500 43rd AVENUE N.
PLYMOUTH, MN 55446.

763-545-5981

Insurance form

RP

LOSS CONTROL SERVICES, INC.
PREVENTIVE SERVICE COURSE OF ALCOHOL AWARENESS
CERTIFICATE OF COMPLETION

I, XIA Jewel Vae am employed at
employee name
Starz Group LIQUOR INC.
name of establishment

My duties are to serve alcoholic beverages to persons who may legally consume alcohol. I realize that it is my duty to protect the people I serve by not over serving them. In doing so I protect myself, the establishment, and the community from harmful situations.

On the 14 day of May, 2010 I was instructed in the art of server intervention for a period of three hours. I was instructed to check I.D.'s, monitor drink consumption, how to identify possible impairment, and told to report any problems in these areas to the management. I will not serve alcohol to any person exhibiting signs of impairment. I will check younger people for legal and valid I.D.'s that I have received instruction in how to recognize false documents and I will report to proper persons any possible I.D.'s that are not acceptable. I have learned it is my duty legally as well as morally to protect the people I serve with preventive alcohol service.

Dated the 14 day of May, 2010

XJ
Employee signature

XIA Jewel Vae
Print name

EH Alex Vae str
Management

LOSS CONTROL SERVICES, INC.
ROBERT W. POMPLUN
16500 43rd AVENUE N.
PLYMOUTH, MN 55446.

763-545-5981

Insurance form

Rf

LOSS CONTROL SERVICES, INC.
PREVENTIVE SERVICE COURSE OF ALCOHOL AWARENESS
CERTIFICATE OF COMPLETION

I, Freddie Yang am employed at
employee name
Starz Group Liquor
name of establishment

My duties are to serve alcoholic beverages to persons who may legally consume alcohol. I realize that it is my duty to protect the people I serve by not over serving them. In doing so I protect myself, the establishment, and the community from harmful situations.

On the 14~~th~~ day of May, 2010 I was instructed in the art of server intervention for a period of three hours. I was instructed to check I.D.'s, monitor drink consumption, how to identify possible impairment, and told to report any problems in these areas to the management. I will not serve alcohol to any person exhibiting signs of impairment. I will check younger people for legal and valid I.D.'s that I have received instruction in how to recognize false documents and I will report to proper persons any possible I.D.'s that are not acceptable. I have learned it is my duty legally as well as morally to protect the people I serve with preventive alcohol service.

Dated the 14 day of May, 2010

Freddie Yang
Employee signature

Freddie Yang
Print name

[Signature] EH Alex Vne
Management

LOSS CONTROL SERVICES, INC.
ROBERT W. POMPLUN
16500 43rd AVENUE N.
PLYMOUTH, MN 55446.

763-545-5981

AMAZING GRACE LUTHERAN CHURCH

REQUEST FOR COUNCIL ACTION

CITY OF INVER GROVE HEIGHTS

Meeting Date: June 14, 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 the following resolutions for property located at 7160 South Robert Trail:

- a) A Major Site Plan Approval including an Improvement Agreement, Storm Water Maintenance Agreement and Restrictive Use Easement Agreement.
 - Requires 3/5th's vote.
- b) A Variance to allow a five foot side yard setback for a parking lot.
 - Requires 3/5th's vote.
 - 60-day deadline: June 18, 2010 (first 60-days)

SUMMARY

Applicant is proposing to improve the existing gravel parking lot with paving, curbing and installing storm water infiltration systems. There are no changes proposed to the building. They are also requesting a variance to allow a five foot setback along the south boundary whereas a 10-foot is required when abutting residentially zoned property.

The Northwest Area Overlay District regulations do not apply in this case because it is an existing development. They are required to comply with the Northwest Area Storm Water Manual. The lot is being reconfigured to accommodate the future alignment of Allen Way.

ANALYSIS

Parking lot design meets all performance standards. Staff is recommending the applicant dedicate a public road easement for the future Allen Way alignment. At the very least, a Restrictive Use Easement Agreement is being proposed to preserve the area and not allow any landscaping or structures in this future road corridor. Staff is also recommending a trail easement be dedicated for a future public trail along South Robert Trail. This trail easement would be consistent with the easement dedicated on the Inver Glen Senior Housing project to the south.

Staff supports the setback variance for the parking lot along the south boundary across from the parking lot for the senior housing project. There is still a 25 foot separation between the parking lots and it does not interfere with any easements or storm water design. The future alignment of Allen Way does have some impact on the area of the lot available for the new parking lot.

RECOMMENDATION

Planning Staff: Recommends approval of the requests as presented with the conditions listed in the attached resolutions.

Planning Commission: Recommends approval of the requests but with one change that the church not be required to dedicate a public road easement at this time. (6-0).

Attachments: Major Site Plan Resolution
Variance Resolution
Improvement Agreement and Storm Water Maintenance Agreement
Planning Commission Recommendation
Planning Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A MAJOR SITE PLAN TO RECONFIGURE AND
RECONSTRUCT THE EXISTING PARKING LOT**

Amazing Grace Lutheran Church
(Case No. 10-17PRV)

WHEREAS, an application for Major Site Plan approval has been submitted for the property located at 7160 South Robert Trail and legally described as:

LOT 3, BLOCK 1 DEKA ESTATES, DAKOTA COUNTY, MINNESOTA

WHEREAS, the request is to approve a Major Site Plan in the P, Public/Institutional zoning district;

WHEREAS, the aforescribed property is zoned P, Public/Institutional;

WHEREAS, the request has been reviewed against Title 10, Chapter 15, Article J, regarding the criterion for a Major Site Plan and the request meets all of the minimum standards;

WHEREAS, a public hearing concerning the major site plan approval was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on June 1, 2010;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Major Site Plan to reconfigure and reconstruct the existing parking lot is hereby approved with the following conditions:

1. The site shall be developed in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.
-

Site Plan	dated 4/19/10
Grading and Drainage Plan	dated 4/19/10
Landscape Plan	dated 4/19/10
Lighting Plan	dated 4/19/10

2. Prior to commencement of any grading, the final grading, drainage and erosion control plans shall address the comments in the memo from the City Engineer dated May 24, 2010 and also be approved by the City Engineer.
3. Prior to work commencing on the site, a 66 foot wide public road easement shall be granted by the property owner for the future alignment of Allen Way.
4. Prior to commencement of any grading on the site, An improvement agreement and storm water facilities maintenance agreement shall be entered into between the developer and City to address responsibilities and maintenance of the different storm water systems, to obtain a letter of credit for performance, and to obtain an engineering escrow for engineering staff and emergency erosion control expenses.
5. All parking lot lighting on site shall be a down cast "shoe-box" or shielded style with a flat lens and the bulb shall not be visible from property lines.
6. A trail easement for the future public regional trail shall be dedicated of sufficient width so it coincides with the trail easement on the Inver Glen property.
7. Prior to commencement of any construction on the site, plans shall be approved by the Fire Marshal.

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

Adopted by the City Council of Inver Grove Heights this _____ day of _____, 2010.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A VARIANCE TO ALLOW A FIVE (5) FOOT SIDE
YARD SETBACK FOR THE PARKING LOT ALONG THE SOUTH BOUNDARY

CASE NO. 10-17PRV
(Amazing Grace Lutheran Church)

Property located at 7160 South Robert Trail and legally described as follows:

LOT 3, BLOCK 1, DEKA ESTATES, DAKOTA COUNTY, MINNESOTA

WHEREAS, an application has been received for a variance to allow a five (5) foot side yard setback for the parking lot along the south boundary;

WHEREAS, the afore described property is zoned P, Public/Institutional;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4: D.;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on June 1, 2010 in accordance with City Code 10-3-3: C.;

WHEREAS, a hardship, was found to exist not based on economic reasons. Rather the hardship consists of the future re-alignment of Allen Way has some impact on the church's ability to reconstruct the parking lot. Some of the northwest area of the lot would be affected by the road alignment, thus pushing any parking lot improvements to the south. Adhering to the requirements of the Northwest Overlay District Storm Water Manual impacts the design of the parking lot which requires a larger footprint to install the infiltration basins in the parking lot islands. The parking

lot does not impact the residential structure on the abutting property which is 75 feet from this property line and the Inver Glen parking lot is directly across from the church parking lot so there is no impact to land use.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a five (5) foot side yard setback for the parking lot along the south boundary.

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

Adopted by the City Council of Inver Grove Heights this ____ day of _____, 2010.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Melissa Rheaume, Deputy Clerk

**IMPROVEMENT AGREEMENT
FOR
LOT 3, BLOCK 1,
DEKA ESTATES**

**CITY OF INVER GROVE HEIGHTS
IMPROVEMENT AGREEMENT FOR LOT 3,
BLOCK 1, DEKA ESTATES**

THIS AGREEMENT, made and entered into on the 14th day of June, 2010, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter called the City), and Developer identified herein.

RECITALS:

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

WHEREAS, in conjunction with the granting of these approvals, the City requires the installation of storm water facilities.

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

1. That the Developer enter into this Improvement Agreement, which contract defines the work which the Developer undertakes to complete; and
2. The Developer shall provide an irrevocable letter of credit, or cash deposit, in the amount and with conditions satisfactory to the City, providing for the actual construction and installation of such improvements within the period specified by the City.

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

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

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

ARTICLE 1
DEFINITIONS

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

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

1.3 Developer. "Developer" means Amazing Grace Lutheran Church, f.k.a. Peace Lutheran Church of Dakota County, a Minnesota non-profit corporation, and its successors and

assigns.

1.4 Subject Property. "Subject Property" means Lot 3, Block 1, Deka Estates, according to the plat thereof on file and of record in the office of the Dakota County Recorder, Dakota County, Minnesota.

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

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

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

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

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

1.10 County. "County" means Dakota County, Minnesota.

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

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

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

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

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

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

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

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

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

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

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

- A. **Authority.** Developer has the right, power, legal capacity and authority to enter into and perform its obligations under this Improvement Agreement, and no approvals or consents of any persons are necessary in connection with the authority of Developer to enter into and perform its obligations under this Improvement Agreement.
- B. **No Default.** Developer is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this Improvement Agreement. Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this Improvement Agreement by Developer or prohibit any of the transactions provided for in this Improvement Agreement.
- C. **Present Compliance With Laws.** Developer has complied with and to the best of its knowledge is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Subject Property and the Development Plans and the Developer Improvements; and Developer is not aware of any pending or threatened claim of any such violation.
- D. **Continuing Compliance With Laws.** Developer will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Development Plans and the Developer Improvements.
- E. **No Litigation.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or to the best knowledge of Developer threatened against or affecting Developer or the Subject Property or the Development Plans or the Developer Improvements. Developer is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.
- F. **Full Disclosure.** None of the representations and warranties made by Developer or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Developer or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- G. **Warranty On Proper Work and Materials.** The Developer warrants all work required to be performed by it under this Improvement Agreement against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the City. With respect to matters covered by the warranty, the

If to Developer: Amazing Grace Lutheran Church
7160 South Robert Trail
Inver Grove Heights, MN 55077

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

ARTICLE 2 APPROVAL OF DEVELOPMENT PLANS

2.1. **Approval of Development Plans.** The Development Plans are hereby approved by the City.

2.2. **Recording of Improvement Agreement.** The Developer shall record the Improvement Agreement with the County Recorder prior to obtaining any building permits. No building permits shall be issued unless the Developer shows evidence to the City that the Improvement Agreement has been recorded with the County Recorder.

ARTICLE 3 DEVELOPER IMPROVEMENTS

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

3.2. **Ground Material.** The Developer shall insure that adequate and suitable ground material shall exist in the areas of public utility improvements to be made by Developer and shall guarantee the removal, replacement or repair of substandard or unstable material. The cost of said removal, replacement or repair is the responsibility of the Developer.

3.3. **Grading/Drainage Plan and Easements.** The Developer shall construct drainage facilities adequate to serve the Subject Property in accordance with the Development Plans. The grading and drainage plan shall include drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans. In the event that the Developer fails to complete the grading of the site in conformance with the

Development Plans by the stipulated date, the City may declare the Developer in default pursuant to Article 11.

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

3.5 Erosion Control. The Developer shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan shall be detailed on the Development Plans and shall be subject to approval of the Director of PWD. The Developer shall install and maintain such erosion control structures as appear necessary under the Development Plans or become necessary subsequent thereto. The Developer shall be responsible for all damage caused as the result of grading and excavation within the Subject Property including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all improvements are completed. As a portion of the erosion control plan, the Developer shall re-seed or sod any disturbed areas in accordance with the Development Plans. The City reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after Formal Notice by the City as stated in Article 11. The Developer shall be financially responsible for payment for this extra work.

ARTICLE 4 **OTHER PERMITS**

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

ARTICLE 5 **OTHER DEVELOPMENT REQUIREMENTS**

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

ARTICLE 6 **DEVELOPER PUBLIC IMPROVEMENTS**

6.1 Approval of Contractors and Engineer. Any contractor or engineer preparing plans and specifications selected by the Developer to design, construct or install any Developer

Public Improvements must be approved in writing by the Director of PWD.

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

6.3 Inspection. The PWD or its designated representative shall periodically inspect the work installed by the Developer, its contractors, subcontractors or agents. The Developer shall notify the PWD two (2) working days prior to the commencement of the laying of utility lines, subgrade preparation or any other improvement work which shall be subsequently buried or covered to allow the City an opportunity to inspect such improvement work. Upon receipt of said notice, the City shall have a reasonable time, not to be less than three (3) working days, to inspect the improvements. Failure to notify the City to allow it to inspect said work shall result in the City's right pursuant to Article 11 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate City inspection.

6.4 Faithful Performance of Construction Contracts. The Developer shall fully and faithfully comply with all terms of any and all contracts entered into by the Developer for the installation and construction of all of the Developer Public Improvements; and the Developer shall obtain lien waivers. Within thirty (30) days after Formal Notice, the Developer agrees to repair or replace, as directed by the City and at the Developer's sole cost and expense, any work or materials relating to Developer Public Improvements that within the warranty periods of Section 1.18(G) become defective or damaged in the opinion of the City.

6.5 City Acceptance. The Developer shall give Formal Notice to the City within thirty (30) days once Developer Public Improvements have been completed in accord with this Development Contract and the ordinances, City standards and specifications and the Development Plans. The City shall then inspect the Developer Public Improvements and notify the Developer of any Developer Public Improvements that do not so conform. Upon compliance with this Development Contract and City ordinances, standards and specifications, and the Development Plans, the Developer Public Improvements shall become the property of the City upon Formal Notice of acceptance by the City. After acceptance, the Developer Public Improvements become the property of the City, and the Developer shall have no responsibility with respect to maintenance of the Developer Public Improvements except as provided in Section 1.18(G). If the Developer Public Improvements do not conform, Formal Notice shall be given to the Developer of the need for repair or replacement or, in its discretion, the City may proceed under Article 11.

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

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

ARTICLE 7 RESPONSIBILITY FOR COSTS

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

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

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

7.4 Time of Payment. The Developer shall pay all bills from the City within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of 6% per year.

ARTICLE 8 DEVELOPER WARRANTIES

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

ARTICLE 9 CITY WARRANTIES

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

ARTICLE 10 INDEMNIFICATION OF CITY

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

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

ARTICLE 11
CITY REMEDIES UPON DEVELOPER DEFAULT

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

- a.) the City may specifically enforce this Improvement Agreement;
- b.) the City may suspend any work, improvement or obligation to be performed by the City;
- c.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 12 hereof;
- d.) the City may suspend or deny building permits for buildings within the Subject Property;
- e.) the City may, at its sole option, perform the work or improvements to be performed by the Developer, in which case the Developer shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City. In the alternative, the City may in whole or in part, specially assess any of the costs and expenses incurred by the City; and the Developer hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom, including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the Subject Property. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

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

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

11.4 Emergency. Notwithstanding the requirement contained in Section 11.1 hereof relating to Formal Notice to the Developer in case of a Developer Default and notwithstanding the requirement contained in Section 11.1 hereof relating to giving the Developer a thirty (30) day period to cure the Developer Default, in the event of an emergency as determined by the Director of PWD, resulting from the Developer Default, the City may perform the work or improvement to be performed by the Developer without giving any notice or Formal Notice to the Developer and

without giving the Developer the thirty (30) day period to cure the Developer Default. In such case, the Developer shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by the City. In the alternative, the City may, in whole or in part, specially assess the costs and expenses incurred by the City; and the Developer hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the Plat. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 12 **ESCROW DEPOSIT**

12.1 Escrow Requirement. Prior to the Developer beginning construction of the Developer Improvements, the Developer shall deposit with the City an irrevocable letter of credit, cash deposit or other security acceptable to the City for the amount stated in Exhibit D.

All cost estimates shall be acceptable to the Director of PWD. The total escrow amount was calculated as shown on the attached Exhibit D. The bank and form of the irrevocable letter of credit, or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the City. The irrevocable letter of credit shall be for a term ending December 31, 2012. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of December 31, 2012, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the City if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Developer with the terms of this Improvement Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 11.1 relating to a Developer Default, for any of the following reasons:

- a.) a Developer Default; or
- b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse without renewal or replacement before December 31, 2012.

The City shall use the letter of credit proceeds or cash deposit proceeds to reimburse the City for its costs and to cause the Developer Improvements listed on Exhibit D to be constructed to the extent practicable; if the Director of PWD determines that such Developer Improvements listed on Exhibit D have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 12.2, the remaining proceeds shall be distributed to the Developer.

With City approval, the irrevocable letter of credit or cash deposit may be reduced pursuant to Section 12.2 from time to time as financial obligations are paid.

12.2 Escrow Release and Escrow Increase; Developer Improvements.

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

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

ARTICLE 13 **MISCELLANEOUS**

13.1 City's Duties. The terms of this Improvement Agreement shall not be considered an affirmative duty upon the City to complete any Developer Improvements.

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

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

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

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

13.6 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Improvement Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Improvement Agreement or in any document delivered pursuant hereto

which inaccuracies would otherwise constitute a breach of this Improvement Agreement, waive compliance by another with any of the covenants contained in this Improvement Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Improvement Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Improvement Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

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

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

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

~~**13.11 Access.** The Developer hereby grants to the City, its agents, employees, officers, and contractors a license to enter the Subject Property to perform all work and inspections deemed appropriate by the City during the installation of Developer Improvements.~~

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Melissa Rheume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 14th day of June, 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 City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

EXHIBIT A

LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
1.) Site Plan	4/19/10	Short Elliot Hendrickson, Inc.
2.) Grading and Drainage	4/19/10	Short Elliot Hendrickson, Inc.
3.) Landscape Plan	4/19/10	Short Elliot Hendrickson, Inc.
4.) Lighting Plan	4/19/10	Short Elliot Hendrickson, Inc.

EXHIBIT B

DEVELOPER IMPROVEMENTS

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

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

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	prior to 11/15/10	general site grading, drainage and erosion control
X	prior to 11/15/10	stormwater facilities
X	prior to 9/15/10 ¹	site landscaping
X	prior to 11/15/10	construction debris clean up

¹ The City Planner may authorize an extension of the completion date for landscaping to allow additional time for Developer to complete the tree planting requirements imposed by the City.

EXHIBIT C

MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY

- 1.) CONDITIONS TO BE SATISFIED BEFORE DEVELOPER BEGINS CONSTRUCTION OF DEVELOPER IMPROVEMENTS. Before the Developer begins construction of Developer Improvements, all the following conditions must be satisfied:
- a.) Developer must execute this Improvement Agreement.
 - b.) Developer must provide the letter of credit for the amount stated on Exhibit D of this Improvement Agreement.
 - c.) Developer must provide to the City of Inver Grove Heights the cash deposit for inspection fees stated on Exhibit D of the Improvement Agreement.
 - d.) Developer must fully pay the City of Inver Grove Heights for all planning, engineering review and legal fees that have been incurred up to the date of this Improvement Agreement; and Developer must further escrow with the City an amount determined by the City of Inver Grove Heights for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit D.
 - e.) Developer must execute a Stormwater Facilities Maintenance Agreement for the Subject Property. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
 - f.) Developer must execute a Restrictive Use Easement Agreement for the Subject Property. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
 - g.) Developer must execute a Pedestrian Trail Easement for the Subject Property. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
 - h.) All of the following documents must be recorded:
 - Improvement Agreement
 - Stormwater Facilities Maintenance Agreement
 - Restrictive Use Easement Agreement
 - Pedestrian Trail Easement

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

3.) **CITY WATER CONNECTION.** In 2001, Amazing Grace Lutheran Church constructed an expansion of the existing church building which required a fire sprinkler system be installed in the new and existing portions of the church building. The October 26, 2001, Sprinkler Permit issued by the City states the following:

“The water supply for this system will be provided by two storage tanks and constitutes an alternate method and material reducing the total volume of water available subject to the following:

- The system must be connected to City water when it becomes available.”

At this time, the City Engineer has determined that the term “available” means when service lines are available to the property and individual service line stubs are created. Service lines are not available to the subject property at this time and individual service stubs have not been created; therefore, the requirement for the Developer to connect to City water is not a condition of approval of the current Development Plans. In the future, when service lines are available to the property and individual service line stubs are created, the Developer will be required to connect to City water.

EXHIBIT D
ESCROW CALCULATION

DEVELOPER IMPROVEMENTS

1.)	Site Grading, Drainage and Erosion Control	\$
2.)	Stormwater Facilities	\$
3.)	Site Landscaping	\$
4.)	Construction Debris Clean Up	\$
5.)	City Approved Certified As-Built Drawings	\$
	SUBTOTAL:	\$
	<u>MULTIPLIED BY:</u>	x 1.25
	<u>EQUALS</u>	\$
	<u>Escrow Amount</u>	\$

Engineering Escrow Amount

In addition to the Escrow Amount for Developer Improvements set forth above, the Developer shall also deposit \$5,000 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Improvement Agreement.

The Engineering Escrow Amount shall be used to pay the City for engineering inspection, attorney's expenses, staff review time, assurance for sediment/erosion control compliance and maintenance requirements at the City's standard rates charged for such tasks.

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

EXHIBIT D
ESCROW CALCULATION
(Continued)

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

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

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

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

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, or landscaping exceed the initially deposited \$5,000 Engineering Escrow Amount, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

Vegetation Escrow Amount

In addition to the \$5,000 Engineering Escrow Amount stated above, Developer shall also deposit \$1,500 in cash with the City (hereafter "Vegetation Escrow Amount") to ensure the vegetation (proposed native plants and seed) installed within and around the stormwater infiltration features and basins is maintained and established for a 3-year period from the date of satisfactory installation. The Vegetation Escrow Amount shall be available to the City to pay for deficiencies and problems related to the vegetation installed within and around the stormwater infiltration features and basins on the Subject Property in the event such problems and deficiencies arise after the City has accepted the Developer Improvements.

EXHIBIT D
ESCROW CALCULATION
(Continued)

After the 3-year period has expired and upon approval by the City Engineer, the City shall return to the Developer any of the remaining Vegetation Escrow Amount.

To the extent the amount needed to correct the deficiencies and problems relating to the vegetation within and around the stormwater infiltration features and basins exceeds the initially deposited \$1,500 Vegetation Escrow Amount, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR LOT 3, BLOCK 1, DEKA ESTATES
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 14th day of June, 2010, by and between the **City of Inver Grove Heights**, a Minnesota municipal corporation (hereafter referred to as "City") and **Amazing Grace Lutheran Church, f.k.a. Peace Lutheran Church of Dakota County**, a Minnesota non-profit corporation, (hereafter referred to as "Landowner"). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 **Landowner.** "Landowner" means Amazing Grace Lutheran Church, f.k.a. Peace Lutheran Church of Dakota County, a Minnesota non-profit corporation, and its successors and assigns in interest with respect to the Subject Land.

1.4 **Subject Land.** "Subject Land" 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 Storm Water Facilities. “Storm Water Facilities” means each and all of the following, individually and collectively, to the extent located within Subject Land:

Any existing or future storm water pipes, conduits, culverts, ditches, storm water ponds, catch basins, raingardens and storm water collection appurtenances lying within the Subject Land; including any existing or future storm water pipes, conduits, culverts, ditches, storm water ponds, catch basins, raingardens and storm water collection appurtenances lying within the drainage and utility easements within Subject Land.

1.6 Improvement Agreement. “Improvement Agreement” means that certain Improvement Agreement for the Subject Land between the parties dated June 14, 2010.

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

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Subject Land.

Recital No. 2. The Subject Land is being developed.

Recital No. 3. The Storm Water Facilities will be located on the Subject Land.

Recital No. 4. The City is willing to approve the development plans for the Subject Land if Landowner executes this Storm Water Facilities Maintenance Agreement.

Recital No. 5. By this Agreement the parties seek to:

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

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Storm Water Facilities. Landowner agrees that the Storm Water Facilities and other Improvements identified in the Improvement Agreement shall be constructed and installed at the sole expense of Landowner in accordance with the City Ordinances and approved City plans and in accordance with the terms of the Improvement Agreement.

3.2 Maintenance of Storm Water Facilities for Subject Land. All Storm Water Facilities within the Subject Land, including those referenced in Section 3.1 hereof, shall be perpetually maintained by the Landowner.

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

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

3.4 Notice of Non-Compliance; Cure Period. If the City determines that the Landowner has not complied with the maintenance standards, the City shall provide written notice to the Landowner of such failure to comply with the standards of maintenance. This notice shall specify that the Landowner will have thirty (30) days to comply with the maintenance standards, unless thirty (30) days is not practicable for the Landowner to cure the default, in which case the Landowner shall be given a reasonable time, as determined by the City, to cure the default provided the Landowner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Landowner to comply with the standard of maintenance, in the event of an emergency as determined by the City, the City may perform the work to be performed by the Landowner without giving any notice to the Landowner and without giving the Landowner thirty (30) days to comply with the standards of maintenance. If the City performs

emergency service work, the Landowner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

3.5 Payment of Costs Incurred by City. If the Landowner fails to comply with the maintenance standards within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the City, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Subject Land to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Landowner. The amount of costs charged by the City to the Landowner shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the maintenance standards. The Landowner shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur interest at the rate of six percent (6%) from and after the Due Date.

3.6 Certification of Costs Payable With Taxes. If payment is not made, the City may certify to Dakota County the amounts due and payable with the real estate taxes for the next calendar year for the Subject Land; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Landowner waives any and all procedural and substantive objections to the imposition of such usual and customary charges. The Landowner hereby further waives any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Land. The Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowner acknowledges that the benefit from the performance of maintenance tasks by the City to ensure compliance with the maintenance standards equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Subject Land.

3.7 Obligation For Maintenance Notwithstanding Public Easement. The Landowner agrees that its obligations relating to maintenance of the Storm Water Facilities exist notwithstanding the fact that the Storm Water Facilities may be located in areas owned by the City or in public easements.

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

ARTICLE 4 **CITY'S COVENANTS**

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

ARTICLE 5
MISCELLANEOUS

5.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Land and shall be binding upon the parties and the successors and assigns of the parties. The parties also agree that this Agreement shall run with and be binding upon all after-acquired title of the Landowner with respect to the Subject Land.

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

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

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

5.5 No Waiver of Immunity. Nothing contained in this Agreement shall be deemed to impose upon the City any responsibility for maintenance that is greater or different than that which the City otherwise has under common law and statutory law, by virtue of the City being a public governmental entity that owns a drainage and utility easement. Nothing contained in this Agreement shall be deemed a waiver by the City or an abrogation of the City's immunities or of the City's protections, privileges, benefits, and defenses under Minnesota Statutes Chapter 466.

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 14th day of June, 2010, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**DEVELOPER
AMAZING GRACE LUTHERAN CHURCH, F.K.A. PEACE
LUTHERAN CHURCH OF DAKOTA COUNTY**

By: _____
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of June, 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 President of Amazing Grace Lutheran Church, f.k.a. Peace Lutheran Church of Dakota County, the non-profit corporation named in the foregoing instrument, and that said instrument was signed on behalf of said non-profit corporation by authority of the Board of Directors and said _____ acknowledged said instrument to be the free act and deed of the non-profit 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 LAND

Lot 3, Block 1, Deka Estates, according to the plat thereof on file and of record with the Dakota County Recorder, Dakota County, Minnesota.

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RESTRICTIVE USE EASEMENT AGREEMENT

THIS RESTRICTIVE USE EASEMENT AGREEMENT (Easement Agreement), is made this 14th day of June, 2010, by and between **Amazing Grace Lutheran Church, f.k.a. Peace Lutheran Church of Dakota County**, a Minnesota non-profit corporation (hereinafter referred to as "Grantor") and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as "City").

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

WHEREAS, the parties contemplate that in the future a portion of the Property may be acquired for public roadway. The City desires that no structures be placed on this portion of the Property.

WHEREAS, Grantor and City wish to enter into an agreement which will grant to City a Restrictive Use Easement that prohibits the placement of any trees, shrubs, or other vegetation without the prior written consent of the City, and further prohibits the construction of any buildings or other man-made structures thereon (except for impervious pavement for driveways and except for stormwater facilities) over that portion of the Property described in Exhibit B, attached hereto (hereinafter referred to as the "Restricted Easement Area"), without the prior written consent of the City.

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

1. **Grant of Easement.** Grantor hereby forever grants to City and its successors and assigns, a Restrictive Use Easement, with those restrictions, terms, provisions, duties, and obligations herein contained in, under, on, over and through the Restricted Easement Area.

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted upon the Restricted Easement Area.
3. **Restrictions Relating to Structures.** No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) and no parking lots shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor from placing stormwater facilities in the Restricted Easement Area.
4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
5. **Duration of Easement.** The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:
 - a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
 - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
 - c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.
6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.
7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - a) **Specific Performance.** The City may specifically enforce this Easement Agreement.
 - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such

failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Grantor will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Grantor to so comply, in which case the Grantor shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Grantor has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Grantor to comply with the terms and provisions of this Easement Agreement, in the event of an emergency as determined by the DWP, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Grantor and without giving the Grantor thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs emergency service work, the Grantor shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 7 (c) and 7 (d) with respect to the billing, collection and/or tax certification of such costs.

- c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DWP, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within twenty (20) days after invoicing (“Due Date”) by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.
- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to,

notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.

8. **Binding Effect.** This Restrictive Use Easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor's and assigns of the City.

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 14th day of June, 2010, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**GRANTOR
AMAZING GRACE LUTHERAN CHURCH, F.K.A. PEACE
LUTHERAN CHURCH OF DAKOTA COUNTY**

By: _____
Its: President

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of June, 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 President of Amazing Grace Lutheran Church, f.k.a. Peace Lutheran Church of Dakota County, the non-profit corporation named in the foregoing instrument, and that said instrument was signed on behalf of said non-profit corporation by authority of the Board of Directors and said _____ acknowledged said instrument to be the free act and deed of the non-profit corporation.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

Lot 3, Block 1, Deka Estates, according to the plat thereof on file and of record with the Dakota County Recorder, Dakota County, Minnesota.

EXHIBIT B
RESTRICTED EASEMENT AREA

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: June 1, 2010
SUBJECT: **AMAZING GRACE LUTHERAN CHURCH – CASE NO. 10-17PRV**

Reading of Notice

Commissioner Hark read the public hearing notice to consider the request for a Major Site Plan Review to reconfigure and reconstruct the existing parking lot, and a variance to allow a five foot side yard setback for a parking lot for the property located at 7160 South Robert Trail. 12 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 to improve and reconfigure their existing gravel parking lot. The lot will be paved, curbed, striped, and stormwater infiltration systems will be added which meet the Northwest Area Stormwater Manual requirements. He advised that the applicants are also requesting a variance as they are proposing a five foot setback from the south property line whereas ten feet is required. Staff is recommending that the applicant dedicate a 66 foot wide public easement to the City for the future alignment of Allen Way. Mr. Hunting advised that this afternoon it was determined that staff would like to recommend adding a condition that the applicant hook up to sewer and water within two years of the approval. The City would be willing to consider various financing options to help spread out the cost of those fees. In regards to the variance request, staff feels there is a hardship in that the future realignment of Allen Way has impact on the church's ability to reconstruct the parking lot, and having to adhere to the requirements of the Northwest Overlay District Stormwater Manual requires a larger footprint to install the infiltration basins in the parking lot islands. Staff feels the request meets the variance criterion and they recommend approval of both requests, with the conditions listed in the report and two additional conditions to 1) require that the applicant hook up to sewer and water within two years of approval and, 2) require that the plans be subject to the approval of the Fire Marshal, including fire lane striping on the internal portions of the lot.

Commissioner Wippermann asked who owned the triangular piece to the northwest of the future Allen Way, to which Mr. Hunting replied the piece would continue to be owned by the church.

Commissioner Wippermann asked what the future use would be for that property, to which Mr. Hunting replied it was unknown at this time.

Commissioner Wippermann asked what the plans were for the holding pond that was currently located where the future Allen Way would be situated, to which Mr. Hunting replied that would be addressed at such time as Allen Way was rebuilt.

Commissioner Hark asked when Allen Way was expected to be reconfigured, to which Mr. Hunting replied that no specific timeline had yet been determined.

Commissioner Hark asked if the existing fire hydrant on the Inver Glen property was active, to which Mr. Hunting replied he believed it was.

Commissioner Gooch asked if the church would be compensated when the realigned Allen Way cut through their property.

Mr. Hunting replied that the City is requesting that the property be dedicated rather than purchased.

Commissioner Gooch questioned whether the applicants could refuse to let the road go through their property.

Mr. Hunting replied that if the City did not require a dedicated easement at this point they would have to purchase the land at such time as the road was realigned.

Chair Bartholomew asked if the County was requiring that Allen Way be relocated to the proposed location.

Mr. Hunting replied in the affirmative, stating that both the County and the State preferred that Allen Way be moved further away from the 70th Street/South Robert Trail intersection.

Chair Bartholomew asked if the proposed realignment was already accepted by the County, to which Mr. Hunting replied in the affirmative.

Commissioner Koch referred to a recent *Insights* article recommending the use of asphalt-based sealcoat vs. coal-tar-based varieties, and asked for clarification on the material being used for this project.

Mr. Hunting replied he was not sure, but assumed the traditional asphalt used for parking lots and streets was the asphalt-based material.

Opening of Public Hearing

Cameron Kruse, 588 Sutcliff Circle, Mendota Heights, stated he was a member of Amazing Grace Lutheran Church and headed their Property Ministry Team.

Chair Bartholomew asked if the applicant was aware of the two proposed additional conditions regarding sewer and water hook-up and striping of fire lanes.

Mr. Kruse advised that he was made aware of the added conditions earlier in the day. He explained that the church has had a gravel parking lot since 1983 and would like to upgrade it in the hopes that it will help attract new members. He advised that the church has been very active in the community, including in the Northwest Area planning and in helping Inver Glen Senior Living get their site approvals. He stated that asking the church to dedicate the easement for Allen Way is not consistent with the conversations they have had in the past with City staff, and they believe they should be compensated for the property at such time as the road is realigned. He stated when the road is realigned their property will be cut in half and the northwest corner will be minimally usable. Mr. Kruse stated they previously had discussions with the City regarding extending the sewer and water main easement across the church

property so as to help the residential areas east of the church to develop. He stated they had an oral and e-mail agreement to do this with the understanding that the church would not have to hook up until such time as there was an easier and cheaper way of hooking up. He stated the church's well and drainfield systems are working well, and they cannot afford the expense of hooking up to sewer and water at this time. He stated they have two 10,000 gallon tanks in their basement for the sprinkler system which was put in in 2003 at the request of the fire marshal. Mr. Kruse stated that while they are anxious to cooperate with the City, they ask that they be treated fairly and be compensated for their loss of property at such time as the road is realigned.

Chair Bartholomew stated a condition of approval for the church addition in 2001 was that the church would hook up to water when available. He asked if the applicant would be willing to hook up to sewer and water when available rather than being required to hook up within two years.

Mr. Kruse replied that would be reasonable depending on the definition of "available". He stated he feels the sewer and water would be "available" at such time as the line is brought across their property. He stated the church does not have the funds to hook up to utilities at this time and they would prefer not to have to make a commitment to hook up at any specified period of time other than at such time as it is extended across the church property.

Chair Bartholomew asked the applicant if it was his understanding that any church property needed for the realignment of Allen Way would be purchased, to which Mr. Kruse replied in the affirmative.

Commissioner Hark asked if fire safety was the primary reason for the proposed two year sewer and water hook-up.

Mr. Hunting replied that was part of it, as the Fire Marshal would always prefer that the church be hooked up to City water. He stated the other factor was that the City Administrator saw this as an opportunity to recoup some of the costs for the trunk lines that have been put in place. He stated because of development slow-down there may not be any sewer and water hook ups for five years or more.

Commissioner Hark stated it sounded like the church had an agreement with the City that they would not have to hook up to sewer and water until it was made available.

Mr. Hunting stated he could not speak to that as he was not involved in any of those discussions.

Commissioner Wippermann asked why the recommendation changed, noting that the staff report states the church would **not** be required to hook up to sewer and water at this time.

Mr. Hunting replied that the City Administrator disagreed with staff's interpretation and wanted to add that condition.

Commissioner Gooch asked where the nearest sewer and water line was currently located, to which Mr. Kruse replied along Inver Glen's northern property line.

Commissioner Gooch commented that that appeared to be the closest point to the church property.

Mr. Kruse advised that the intent was for lines to be extended across the church property to ultimately serve development to the east.

Commissioner Gooch asked how close the existing line was to the church.

Mr. Kruse replied it was approximately 125 feet to the corner of their building, but once the lines were extended to the east it would be approximately 75 feet. Mr. Kruse stated the bigger issue was the timing and that they were not anticipating the large expense so soon. He stated if the City were to force them to hook up to sewer and water at this point it would terminate their project.

Commissioner Wippermann commented that according to the staff report the City cannot require the applicants to connect until lateral lines are extended to the property with individual service stubs.

Planning Commission Discussion

Chair Bartholomew asked for clarification of the City's previous conversations with the applicant and whether there was discussion of it being a dedicated easement or a purchased easement.

Mr. Hunting advised he was not involved in any of the discussions regarding the road easement.

Chair Bartholomew stated there appeared to be a disconnect between the property owners and the City as to the right-of-way and he suggested perhaps tabling the request for more discussion. He asked Mr. Kruse if his understanding was that the Church would be compensated for the road right-of-way.

Mr. Kruse replied in the affirmative. He stated he was extensively involved in the Church's discussions with the City and it was always his understanding that the church would be compensated for the property.

Chair Bartholomew asked if the applicant was certain he did not want to table the request for further discussion.

Mr. Hunting advised that from staff's perspective there was nothing further to discuss as the City Attorney, Community Development Director, Public Works Director, City Engineer, and Assistant City Engineer had no recollection of any conversations regarding compensation for the right-of-way.

Chair Bartholomew stated there seemed to be a lot of confusion regarding the road right-of-way.

Mr. Hunting stated it would be within the Commission's purview to recommend that some of the conditions not be included.

Commissioner Wippermann stated it would be difficult for him to recommend dedication of the property since the realignment of Allen Way seemed to reduce the property value rather than

enhance it.

Commissioner Gooch stated the realignment landlocked the church as well, and could hinder future growth.

Chair Bartholomew stated he would be in favor of striking Condition 3 as the easement would not add value to the property.

Chair Wippermann stated he would be in favor of striking Condition 3 as well, and also the proposed additional condition requiring hook up to sewer and water within two years. He stated, however, that he would not be opposed to requiring the dedication of a trail easement.

Chair Bartholomew stated he would support striking a condition regarding hook up to sewer and water as well.

After some discussion, it was determined that a condition requiring the applicants to hook up to sewer and water within two years was not listed as a condition of approval, and therefore the Commission could choose not to add it as an additional condition.

Planning Commission Recommendation

Motion by Commissioner Wippermann, second by Commissioner Gooch, to recommend approval of a variance to allow a five foot side yard setback for a parking lot, with the hardship as stated, and a Major Site Plan Review to reconfigure and reconstruct the existing parking lot, excluding Condition 3 which requires a dedicated right-of-way, and an added condition requiring that the project meet all Fire Marshal recommendations, including fire lane striping on the internal portions of the parking lot.

Motion carried (6/0). This item goes to the City Council on June 14, 2010.

P L A N N I N G R E P O R T
C I T Y O F I N V E R G R O V E H E I G H T S

REPORT DATE: May 24, 2010

CASE NO: 10-17PRV

APPLICANT: Amazing Grace Lutheran Church

PROPERTY OWNER: Amazing Grace Lutheran Church

REQUEST: Major Site Plan Review and Variance

HEARING DATE: June 1, 2010

LOCATION: 7160 South Robert Trail

COMPREHENSIVE PLAN: Public/Institutional

ZONING: P, Public/Institutional, Northwest Area Overlay District

REVIEWING DIVISIONS: Planning
Engineering
Fire Marshal

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The applicant is proposing to reconfigure and reconstruct the existing parking lot for the church. The existing lot is a gravel surface that does not contain striping to define the parking spaces and does not have defined edges of the lot. Improvements proposed include paving the entire parking lot, adding perimeter curbing and islands, striping the spaces, adding additional parking lot lighting and incorporating the Northwest Area Overlay District storm water standards. No changes are being proposed to the church building. It will remain as is; only the parking lot would be changed. A variance is also being requested to allow a five (5) foot parking lot setback along the south boundary next to the Inver Glen Senior Housing complex.

The property is in the Northwest Area; however Section 10-13J-4B of the code has an exemption for structures existing on or before the effective date of the ordinance. The rules of the Northwest Area Ordinance do not apply until a property is subdivided. In this case, there is nothing in the code that requires subdividing the property. The project is then reviewed against the standard performance standards in the general sections of the code and not against the Northwest Area Overlay District standards.

Development is not required to meet the Northwest Area requirements, however, improving the parking lot causes changes to storm water and thus the Northwest Storm Water Manual is used for storm review in the Northwest Area.

Section 10-15J-6A of the Site Plan Approval section of the Ordinance requires a site plan review process for all site improvements on a property. In this case reconstruction of the parking lot triggers a Site Plan Approval process.

The specific requests consist of the following:

- a) A Major Site Plan Approval to reconfigure and reconstruct the existing parking lot, and.
- b) A Variance to allow a five (5) foot perimeter setback for the parking lot along the south boundary.

EVALUATION OF THE REQUEST

The following land uses, zoning districts and comprehensive plan designations surround the subject property:

North: Vacant lot; zoned A, Agricultural; guided Mixed Use

East: Large lot residential; zoned A; guided Medium Density Residential (6-12 units/acre)

West: Inver Glen Senior Housing; zoned R-3/PUD; guided High Density Residential (12+ units/acre)

South: Inverwood Golf Course; zoned Public/Institutional; guided Public/Institutional

SITE PLAN REVIEW

Setbacks. The proposed parking lot would comply with the required setback from the future re-aligned Allen Way. The parking lot does not meet the required 10 foot setback from the south boundary which butts up against the parking lot on the Inver Glen property. The parking lot is proposed to be five feet from the line. A variance is being requested and is discussed later in this report.

Parking Lot. The existing parking lot is a surface consisting of crushed rock without any perimeter curbing or curb stops. The applicant is proposing to improve the parking lot with an asphalt surface and curb and gutter. The lot would also contain some of the proposed storm water infiltration systems which are discussed in the Engineering section of this report.

The proposed parking lot is designed for 150 spaces. Based on maximum capacity of the church, a minimum of 71 spaces is required by code.

Landscaping. Required landscaping for the parking lot is one tree per 10 parking spaces. A total of 15 overstory trees would be required. A landscape plan has been submitted consisting of a combination of overstory trees, shrubs and low plantings. A total of 14 overstory and the

equivalent of 26 trees planted with shrubs are proposed for the lot and surrounding perimeter. The proposed plantings meet the minimum landscaping requirements.

Access. Access to the parking lot would be via the two existing driveways onto Allen Way. The parking lot is designed to accommodate the future re-aligning of Allen Way. The access points as proposed would still meet spacing requirements and would be at acceptable locations on the future Allen Way.

Allen Way will be relocated at some future date in order to improve access spacing points along Hwy. 3. This issue came up during the Inver Glen Senior Housing development review and the alignment of Allen Way was determined and shown on the Inver Glen plans. Since the alignment of Allen Way is known, it would be advisable to obtain any road easements where possible when development occurs in advance of actual construction. The major site plan proposal does not require the need for platting which is where right-of-way for streets is typically obtained. It is however, within the City's ability to require road easement dedication with this site plan review as a condition of approval. Therefore, Staff recommends that the City require the applicant to dedicate a road easement for the alignment of Allen Way

Engineering. The City Engineer has reviewed the plans submitted for this application. Comments have been provided and they are incorporated into the approval process by reference. This project is included in the Northwest Area and subsequently must meet the requirements of the Northwest Area Storm Water Management Plan.

Amazing Grace Church has met the Storm Water Management Plan by including a variety of Best Management Practices (BMPs) into their design such as:

- A storm water treatment train consisting of vegetated buffer strips, depressed parking lot traffic islands, bio-retention basins and rain gardens have been incorporated into the design to remove up to 85% total suspended solids.
- Three treatment ponds have been included before the runoff would be discharged to the regional pond north of Allen Way.
- Soil amendments are included in the rain gardens and bio-treatment basins.
- An erosion control plan and a SWPPP have been prepared for the site.
- Overland flows are directed to filter strips along the driveways and parking areas.
- Housekeeping and maintenance of all BMPs will be required via an improvement agreement.

- A field verification of the soil infiltration rate has been required to ensure rain gardens, bio-retention basins and ponds have been sized accordingly.

An improvement agreement and storm water maintenance agreements would be required to be entered into to address the storm water improvements in the parking lot. This would also include some financial surety for inspections and to insure improvements are installed and function. These documents would need to be signed prior to any work commencing on the site.

Lighting. The applicant is proposing to add lighting to the parking lot. Details of the light fixtures indicate they would be a cut-off style with a flat lens that complies with code standards. A light illumination plan has been prepared and the illumination pattern complies with the maximums at property lines and along future Allen Way. All lighting complies with city standards.

Fire Marshal Review. The Fire Marshal has reviewed the plans and notes that internal drive lanes would be required to be posted as fire lanes. This review is done at time of permits.

The Fire Marshal noted that when the city approved the building plans for the church addition in 2001, one condition of approval was that the church hook up to city water when available. This is to serve the water suppression system better. City sewer and water were stubbed along the north boundary of the Inver Glen parking lot and ended at the east property line abutting the church property. These lines are however, considered trunk lines and connections are not required until lateral lines are extended to properties with individual service stubs. Therefore since water is not available to the site at this time, the church would not be required to be hooked up to city water. The condition would still stand that when the required improvements are made to the city system that makes water available to the church, connection will be required.

Miscellaneous. A regional trail is proposed along Hwy 3 at a future date. The Inver Glen project was required to dedicate a 20 foot wide public trail easement along the west 20 feet of their property. Since we now have the beginning of obtaining easements for this future trail, the same easement should be dedicated on this property. The location of the trail would most likely occur in the right-of-way. However, to make sure there is enough room, a trail easement should be required to be dedicated of sufficient width so it coincides with the trail easement on the Inver Glen property. Due to jogs in the current right-of-way along South Robert Trail, the easement would be wider than 20 feet in some parts. An exact description would be determined as part of the improvement agreement process

VARIANCE REVIEW

The Zoning Ordinance requires a parking lot abutting a residential property maintain a setback of 10 feet. A five foot setback is otherwise required. In this case, the parking abuts up against the property line of the Inver Glen Senior Housing project.

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 church property and the Inver Glen property are at different elevations at the property line in question. The Inver Glen parking lot is setback 20 feet from the lot line to address its higher elevation and to create a drainage swale between the properties (see Inver Glen Site Plan attachment). An encroachment into the setback would not impact the drainage pattern. The future re-alignment of Allen Way has some impact on the church's ability to reconstruct the parking lot. Some of the northwest area of the lot would be affected by the road alignment, thus pushing any parking lot improvements to the south. Actual parking demand studied by the church indicates a need for the required 150 parking stalls. A reduction in the lot size would have an impact on the function of the church.

- b. *The granting of the application will not be contrary to the intent of the Zoning Code or the Comprehensive Plan.*

The intent of the ordinance requirement is to provide an additional open space buffer between a residential use and a public use parking lot. In this case however, the parking lot for the senior housing project is immediately adjacent to the proposed parking lot and therefore the buffer requirement would not have the same impact. The Inver Glen parking lot is setback 20 feet from the adjoining property line and the building is setback 75 feet. Having the church parking lot encroach into the setback would not have a negative impact on the Inver Glen property.

- 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.*

The future re-alignment of Allen Way has some impact on the church's ability to reconstruct the parking lot. Some of the northwest area of the lot would be affected by the road alignment, thus pushing any parking lot improvements to the south. Adhering to the requirements of the Northwest Overlay District Storm Water Manual impacts the design of the parking lot which requires a larger footprint to install the infiltration basins in the parking lot islands. The parking lot does not impact the residential

structure on the abutting property which is 75 feet from this property line and the Inver Glen parking lot is directly across from the church parking lot so there is no impact to land use.

d. *Economic considerations alone do not constitute an undue hardship.*

Economic considerations do not appear to be the basis for this request. The parking lot as proposed would be more costly than a traditional designed parking lot.

ALTERNATIVES

The Planning Commission has the following actions available on the following requests:

- A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be taken:
- o Approval of a **Major Site Plan Approval** to reconfigure and reconstruct the existing parking lot subject to the following conditions:
 1. The site shall be developed in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Site Plan	dated 4/19/10
Grading and Drainage Plan	dated 4/19/10
Landscape Plan	dated 4/19/10
Lighting Plan	dated 4/19/10
 2. Prior to commencement of any grading, the final grading, drainage and erosion control plans shall address the comments in the memo from the City Engineer dated May 24, 2010 and also be approved by the City Engineer.
 3. Prior to work commencing on the site, a 66 foot wide public road easement shall be granted by the property owner for the future alignment of Allen Way.
 4. Prior to commencement of any grading on the site, An improvement agreement and storm water facilities maintenance agreement shall be entered into between the developer and City to address responsibilities and maintenance of the different storm water systems, to obtain a letter of credit for performance, and to obtain an engineering escrow for engineering staff and emergency erosion control expenses.

5. All parking lot lighting on site shall be a down cast “shoe-box” or shielded style with a flat lens and the bulb shall not be visible from property lines.
 6. A trail easement for the future public regional trail shall be dedicated of sufficient width so it coincides with the trail easement on the Inver Glen property.
- Approval of a **Variance** to allow a five (5) foot perimeter setback for the parking lot along the south boundary.

Hardship: The future re-alignment of Allen Way has some impact on the church’s ability to reconstruct the parking lot. Some of the northwest area of the lot would be affected by the road alignment, thus pushing any parking lot improvements to the south. Adhering to the requirements of the Northwest Overlay District Storm Water Manual impacts the design of the parking lot which requires a larger footprint to install the infiltration basins in the parking lot islands. The parking lot does not impact the residential structure on the abutting property which is 75 feet from this property line and the Inver Glen parking lot is directly across from the church parking lot so there is no impact to land use.

B. Denial. If the Planning Commission does not favor the proposed application the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

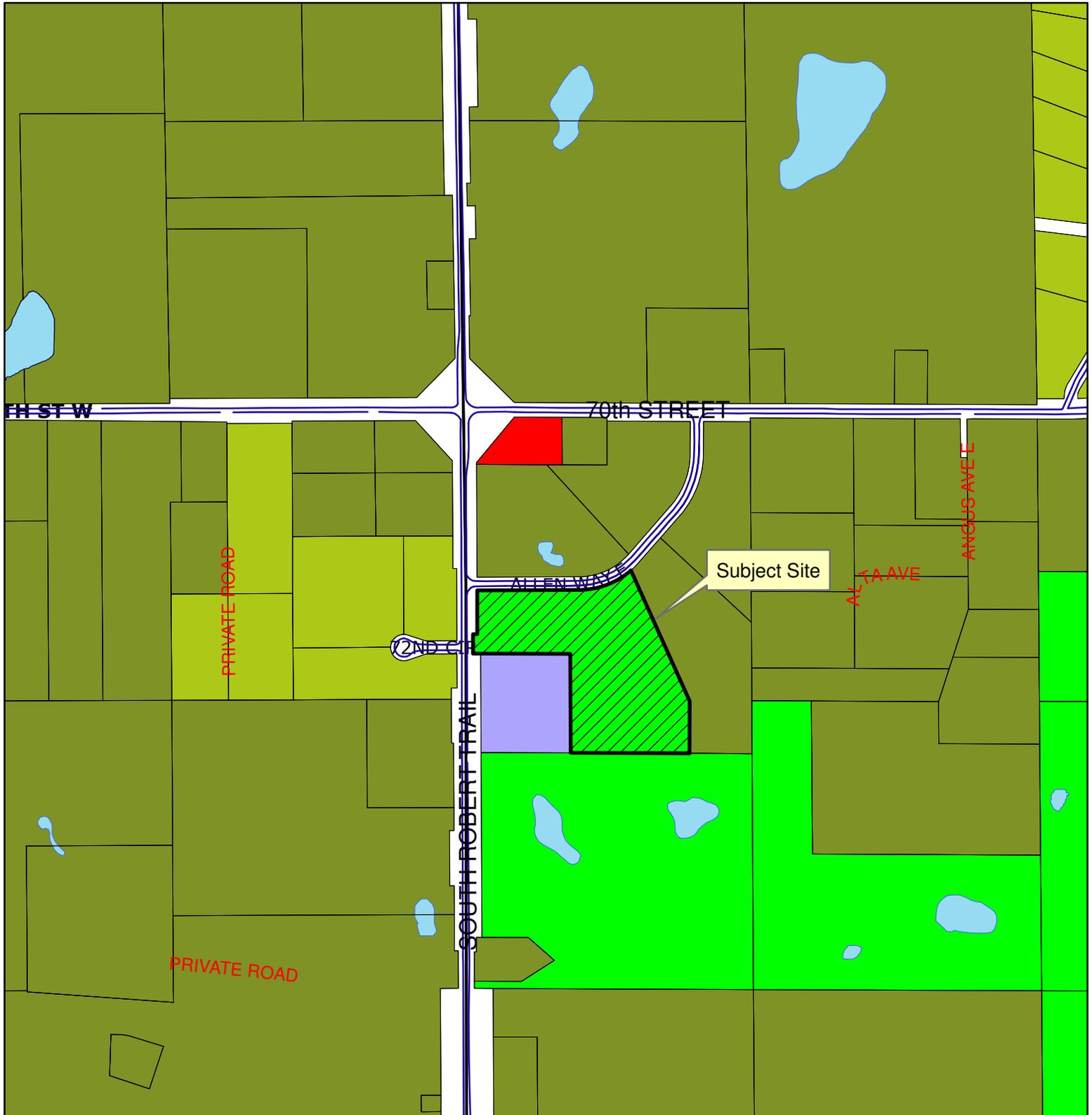
Based on the information above, Staff recommends approval of both the Major Site Plan and Variance requests.

Attachments: Location Map
Applicant Narrative 4/19/10
Applicant Variance Request Narrative 5/20/10
City Engineer Memo 5/24/10
Site Plan
Grading Plan
Landscape Plan
Site Plan of Inver Glen Senior Housing



Location Map

Case No. 10-17PRV



Legend

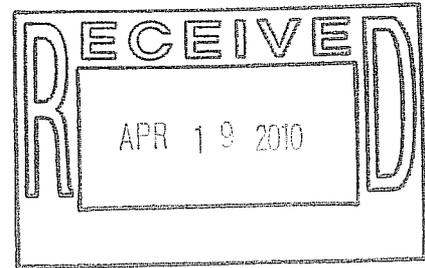
A, Agricultural	R-1C, Single Family (0.25 ac.)	R-4, Mobile Home Park	OP, Office Park	I-1, Limited Industrial
E-1, Estate (2.5 ac.)	R-2, Two-Family	B-1, Limited Business	PUD, Planned Unit Development	I-2, General Industrial
E-2, Estate (1.75 ac.)	R-3A, 3-4 Family	B-2, Neighborhood Business	OFFICE PUD	P, Public/Institutional
R-1A, Single Family (1.0 ac.)	R-3B, up to 7 Family	B-3, General Business	Comm PUD, Commercial PUD	Surface Water
R-1B, Single Family (0.5 ac.)	R-3C, > 7 Family	B-4, Shopping Center	MF PUD, Multiple-Family PUD	ROW



April 19, 2010

RE: Amazing Grace Lutheran Church
Parking Lot Improvements
7160 South Robert Trail
Inver Grove Heights, Minnesota 55077
SEH No. AMGLC 111601

Alan Hunting | City Planner
Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077



Dear Mr. Hunting:

On behalf of Amazing Grace Lutheran Church (Church), Short Elliott Hendrickson Inc (SEH[®]) is hereby submitting a request for variance to the City of Inver Grove Height's (City) setback requirement between the proposed 150-stall parking lot and the east/west property line separating the Church from the Inver Glen Senior Housing (Inver Glen) property.

Currently, the Church is zoned as a P-District and Inver Glen is zoned as an R-District. City Zoning Ordinance (p. 90-14) requires a minimum separation of 10 feet between the proposed parking lot and side property line.

The Church is requesting that a variance be granted to allow a 5-foot separation between the south edge of the proposed parking lot curb and east/west property line separating the Church and Inver Glen (refer to Sheet C8 in the attached Plan Set) in order to allow the southernmost median in the proposed parking lot to be constructed 8.5-feet wide from back to back of curb. This median is designed to provide pretreatment for runoff prior to entering the bioretention basin. To adequately provide treatment, the swale needs to be a depth of 0.5 feet relative to the flow line of the curb and gutter. If the project is not allowed a variance for the 5-foot setback, a swale would not be able to be constructed, and as a result, the necessary pretreatment for the corresponding drainage area of the parking lot would not be provided. The parking lot is currently designed to meet the small disconnected drainage system requirements which utilize grass filter strips and vegetated swales. If the variance is not granted, this could result in the parking lot being classified as a centralized drainage system requiring structural BMPs to be installed.

Because the available area for the proposed parking lot is constrained by the future Allen Way right-of-way on the north and west, and the building on the east, expanding the lot south 5 feet is the most economical method to effectively meet stormwater requirements and desired parking lot size. The attached email from Cam Kruse (Church representative) and Lance Lemieux (Inver Glen owner) states that Inver Glen has no issues with this setback variance being granted. In addition, the current setback from Inver Glen's north curb line to this property line is approximately 20 feet, so the two lots would be separated by 25 feet.

Allan Hunting
April 19, 2010
Page 2

It is our hope that the City will see the merits in granting this variance request. Please contact me at 651.490.2055 or shaupt@sehinc.com if you have any questions or require additional information on the proposed improvements.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

A handwritten signature in cursive script that reads "Scott D. Haupt".

Scott Haupt, PE
Project Manager

dm

Enclosure

c: Cameron Kruse | Amazing Grace Lutheran Church



May 20, 2010

RE: Amazing Grace Lutheran Church
Parking Lot Improvements
7160 South Robert Trail
Inver Grove Heights, Minnesota 55077
SEH No. AMGLC 111601

Allan Hunting | City Planner
Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Dear Mr. Hunting:

The purpose of this letter is to supplement the Request for Variance letter submitted by SEH to the City of Inver Grove Heights (City) on April 19, 2010 on behalf of Amazing Grace Lutheran Church (Church) for their proposed 150-stall parking lot improvements. The Church is requesting a variance to allow a 5-foot separation between the south edge of the proposed parking lot curb and the east/west property line separating the Church and Inver Glen Senior Housing (see previously submitted Plan Sheet C8). City Zoning Ordinance requires this distance to be 10 feet. The additional five feet that the variance would provide allows the southernmost median to be constructed 8.5-feet wide (compared to 3.5-feet wide if the variance request is not granted) to provide pretreatment for runoff prior to entering the bioretention basin. Pretreatment of runoff is required by the City's Northwest Area Overlay District (Northwest Area) stormwater requirements.

City Zoning Ordinance (p. 90-18) requires a minimum of one parking stall per 3.5 seats inside the Church. The seating capacity of the Church is 250 seats, requiring a minimum of 71 parking stalls for the proposed lot. Church parking lot design criteria provided to the Church by the Saint Paul Area Synod recommends designing lot size based on two people per vehicle. The Church has indicated that in addition to the 250 seats in the Sanctuary, there are choir members, band members, parish staff/volunteers, Sunday School attendees, etc. in the building. Combining all of the above in addition to vehicle overlap between services, this adds up to 300 or more people. Using this value with the Synod's design recommendation of 2 people per vehicle, this results in a recommended parking lot size of 150 stalls, which is the basis for the Church's proposed 150-stall parking lot. Church representative Cameron Kruse has been tracking attendance and counting cars at Sunday services for the past few months and found the actual average to vary between 1.6 and 1.8 people per vehicle, which validates the use of the Synod's design criteria.

We feel the proposed 150-stall parking lot is situated optimally in the space available, given that the available lot area is constrained by the future Allen Way right-of-way on the north and west, and the building on the east. The proposed lot is designed to drain to the northwest to follow the existing site topography and to minimize disturbance, and to ensure the elevation of the lot will fit with future Allen Way roadway grades.

Based on the lot design and layout, the southernmost median is necessary to provide pretreatment to meet the Northwest Area requirements. The 5-foot setback variance is necessary to provide the necessary median width to allow the median to provide pretreatment. Not granting the variance would reduce this median width from 8.5 feet to 3.5 feet and would restrict the allowable pretreatment provided within the median.

In addition to providing required stormwater pretreatment, the additional 5 feet that the variance would provide allows the median to aesthetically blend with other site landscaping as it will include overstory trees and flowering perennials. If the variance were not granted, the narrowness of the resulting median would not allow for overstory trees or flowering perennials creating a disconnect in the aesthetics of the overall landscape design.

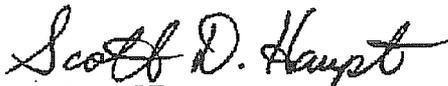
City staff raised the question of possible snow storage issues resulting from the reduced distance to the southwest property line should the variance be granted. We do not believe this will negatively impact snow storage since the required installation of screening trees that are proposed south of the curb line will preclude using much of this area for snow storage-with or without the variance. In addition, adequate space is available around the remainder of the proposed lot perimeter, thus no snow storage issues are anticipated with the proposed lot design.

In summary, we feel that the proposed parking lot is properly sized to meet the Church's current and future needs and is optimally configured within the site given the aforementioned constraints. Granting the requested 5-foot variance to the southwest property line allows the proposed southernmost median design to meet pretreatment requirements of the Northwest Area and provides additional green space which allows for a uniformly landscaped site.

It is our hope that the City will see the merits in granting this variance request. Please contact me at 651.490.2055 or shaupt@sehinc.com if you have any questions or require additional information on the proposed improvements.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Scott Haupt, PE
Project Manager

dm

Enclosure

c: Cameron Kruse | Amazing Grace Lutheran Church

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MEMO

CITY OF INVER GROVE HEIGHTS

TO: Allan Hunting, Planner
Heather Botten, Assoc. Planner

FROM: Thomas J. Kaldunski, City Engineer *DK*

DATE: May 24, 2010

SUBJECT: Amazing Grace Lutheran Church
Parking Lot Improvements – Case No. 10-17 PRV

This memo will outline the review comments from the Engineering Division. This review was conducted based on the parking lot plans prepared by S.E.H., Inc. dated April 19, 2010.

The following comments shall be addressed as part of the review of the variance request:

1. The variance request seeks a 5 foot setback from the south property line to the proposed curb. The City Code requires a 10 foot setback from this type of land use. One function of the setback area is snow storage which the church should address. A plan for snow storage should be identified.
2. The church owns Lot 3, Block 1 of Deka Estates. A review of this plat indicates a 5 foot drainage and utility easement along the south line. No encroachments shall be allowed on this easement. The back of the curb must be off the easement. No landscaping will be allowed on the easement; therefore, the landscape plan must be modified. Only grass can be on the easement (except driveways).
3. The City wants to preserve the proposed road alignment between T.H. 3 and the church parking lot. As a minimum, an improvement agreement, preserving this future road right-of-way is needed. An easement could be considered. The City could request dedication of this right-of-way as a condition of the variance.
4. The project review has identified the existence of a City sanitary sewer and trunk water main that touches the church parcel. These mains are existing trunk mains installed with the Inver Glen Senior Housing project. They are oversized and over-depth to serve their respective trunk areas. Both are over 300 feet away from the church's existing well and septic systems.

The church could consider extending the mains to connect to the municipal systems. Any extensions of sanitary and water would be at the church's expense. Permits are required.

A review of the Water Code (8-2-3) indicates connections to the water system are on a voluntary basis. The Sewer Code (8-4-4) requires connections to adjacent mains via a wye.

My review indicates that the trunk sewer is not available to the church without the extension of new sewer and water mains.

5. The grading plan shall be labeled with cut/fill quantities for the project. The professional shall also certify the work meets the grading plan and provide an as-built survey to the City in a compatible electronic format.
6. The need for 10:1 slopes at the NWL on ponds shall be further reviewed. The 6 foot deep area on the future street may need this. Two foot deep pond may not need this 10:1 slope.
7. Label all 100-year emergency overflow locations on the grading plan.
8. All driving surface shall be paved. The church's request for a speed hump between their lot and Inver Glen Senior Housing will be allowed as approved by the City Engineer and Fire Marshal.

9. The church's request to consider eliminating the curb on the east side of the existing driveway is reasonable use of the existing vegetated ditch and it can be considered an option for the church to review after receiving bids.
10. All utility structures, such as gate valves and manholes, in grass areas shall be marked by 'flex stakes' per City standards.
11. All storm water facilities shall meet the Northwest Area requirements as outlined in comments from the City's consultant (E.O.R.).
12. Storm sewer system shall be considered private. A storm water facility maintenance agreement shall be prepared by the City Attorney and executed as part of this project.
13. City standards require storm sewers to be four (4) feet deep. Several structures are shown at depth from 2.5 to 3.5 feet. Modify plans to meet City standard.
14. All items outlined in the review letter by EOR dated May 20, 2010 shall be addressed as a condition of approval (see attached).
15. A Storm Facility Maintenance Agreement shall be drafted by the City Attorney and executed by the owner prior to receiving a permit for the parking lot. An improvement agreement must also be prepared and executed.
16. A preconstruction conference shall be held at City Hall, to be scheduled through the Engineering Division, prior to disturbance occurring on the site.
17. Prior to the issuance of a permit, an Engineering cash escrow of \$5,000 shall be submitted by the owner to cover additional attorney's expenses, staff review time, engineering staff inspections, assurance for sediment/erosion control compliance and maintenance requirements. The remaining escrow will be released when the project is completed, turf is established, punch list items have been addressed, and record as-built plans have been approved by the City Engineer. An additional cash assurance of \$1500 shall be provided to ensure any proposed native plants or seed are maintained and established for a 3-year period in infiltration features.
18. Prior to issuance of a building permit, an Irrevocable Letter of Credit (LOC) shall be submitted by the owner. The amount of the LOC shall be determined by the City Engineer based on the site grading, retaining walls, erosion/sediment control installation and long term maintenance, storm water facilities, turf establishment, landscaping requirements, and as-built record plans. The developer shall provide the preliminary construction estimate approved by the City Engineer for items to be included in the LOC.
19. Provide Copy of the NPDES permit when applied for with the MPCA.
20. If needed, obtain construction easements from adjacent property owners.
21. Add cross-sections to the plans for the surface BMP's (wet ponds or infiltration basins showing any engineered soil conditions or scarification).
22. Provide one three-ring infiltrometer or percolation test of the subgrade soils at each infiltration BMP prior to design is approved and disturbance of the site. Any field infiltration test results that show the soils infiltration capacity does not meet infiltration design assumptions will result in storm water management sizing modifications to the plans prior to issuance of building permit.

TJK/kf

Attachments: EOR Correspondence

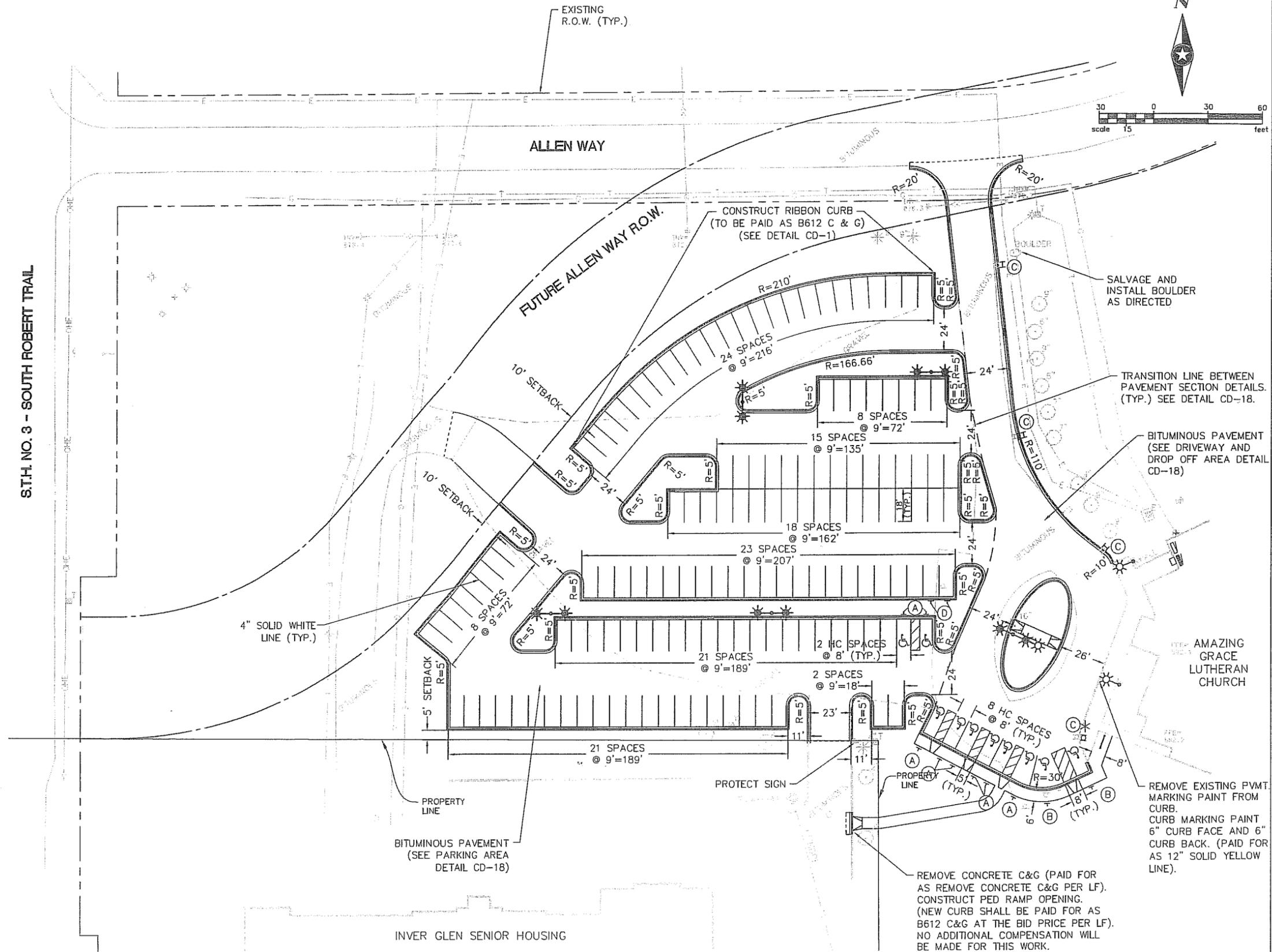
1. SETBACKS:
SOUTH PARKING SETBACK = 5'
NORTHWEST PARKING SETBACK = 10'
2. ZONING:
EXISTING ZONING = P
3. PARKING SUMMARY:
HANDICAPPED STALLS = 10
REGULAR STALLS = 140
TOTAL STALLS = 150
4. ALL PAVING, CONCRETE CURB & GUTTER, SIDEWALK, SIGNING, AND STRIPPING SHALL BE INSTALLED IN ACCORDANCE WITH THE DETAILS SHOWN IN THE PLAN AND THE REQUIREMENTS OF THE CITY.
5. NOTIFY THE CITY DEPT. OF ENGINEERING AND RESIDENT PROJECT REPRESENTATIVE AT LEAST 48 HOURS PRIOR TO COMMENCING ANY WORK WITHIN THE CITY RIGHT OF WAY.
6. REFER TO SWPPP & EROSION CONTROL SHEET FOR LOCATIONS OF BMP'S.
7. REFER TO GRADING AND DRAINAGE PLAN, LIGHTING PLAN AND LANDSCAPE PLAN FOR OTHER PROPOSED IMPROVEMENTS IN THE PROJECT AREA.
8. ALL CURB TO BE B612 CONCRETE CURB & GUTTER UNLESS OTHERWISE NOTED.
9. ALL CURB RADII TO BACK OF CURB.
10. ALL DIMENSIONS, (EXCEPT RADII) ARE TO FACE OF CURB.
11. ALL CONSTRUCTION EQUIPMENT AND HAULING VEHICLES SHALL USE THE NORTHEAST DRIVEWAY TO THE CHURCH OFF ALLEN WAY. NO CONSTRUCTION VEHICLES WILL BE PERMITTED TO USE THE INVER GLEN SENIOR HOUSING DRIVEWAY OFF ALLEN WAY.
12. PARKING LOT SHALL BE LEFT IN A USABLE CONDITION AT THE END OF EVERY FRIDAY DURING THE PROJECT. NO WORK WILL BE PERMITTED ON THE WEEKENDS UNLESS APPROVED BY ENGINEER.

OWNER NAME:
AMAZING GRACE LUTHERAN CHURCH
CAMERON KRUSE
7160 S. ROBERT TRAIL
INVER GROVE HEIGHTS, MN 55077
TEL. 612-369-5747

SIGN LEGEND			
KEY	SIGNS	QTY.	NOTES
(A)		8	
(B)	 	2	VAN ACESIBLE
(C)		8	MOUNTED BACK TO BACK ON TOTAL OF 4 POSTS * = POST TO BE MOUNTED IN CONCRETE W/ SLEEVE.
(D)		2	18"x12" BLACK LETTERS ON WHITE BACKGROUND.

- NOTE:
1. ALL EXISTING SIGNS TO BE SALVAGED & DELIVERED TO CHURCH.
 2. ALL SIGNS TO INCLUDE NEW POSTS.

S.T.H. NO. 3 - SOUTH ROBERT TRAIL



DRAWN BY: JMB
DESIGNER: SDH
CHECKED BY: BCP

DESIGN TEAM	NO.	BY	DATE	REVISIONS

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
Scott D. Haupt
Date: 04/19/10
Scott, D. Haupt, P.E.
Lic. No. 46603



PHONE: (651) 490-2000
3535 VADNAIS CENTER DR
ST. PAUL, MN 55110

AMAZING GRACE LUTHERAN CHURCH
INVER GROVE HEIGHTS, MN

SITE PLAN

FILE NO.
111601

C8

- NOTES:
1. ALL SPOT ELEVATIONS ARE TO PROPOSED GUTTER, PROPOSED FINISHED BITUMINOUS, OR PROPOSED FINISHED GRADE.
 2. TIP OUT GUTTER SHALL BE USED WHERE PAVEMENT SLOPES AWAY FROM GUTTER.
 3. PROPOSED GRADING TO MATCH EXISTING SPOT ELEVATIONS ADJACENT TO BUILDING ENTRANCE AND AT EXISTING PAVEMENT MATCH POINTS.
 4. SEE SWPPP SHEET FOR DRAINAGE AREAS.
 5. PROTECT ALL TREES ON PROJECT UNLESS TREES MARKED FOR REMOVAL BY THE ENGINEER. REFER TO LANDSCAPE PLAN.
 6. SEE DETAIL SHEETS FOR ALL SECTION VIEWS.
 7. ALL CONSTRUCTION EQUIPMENT AND HAULING VEHICLES SHALL USE THE NORTHEAST DRIVEWAY TO THE CHURCH OFF ALLEN WAY. NO CONSTRUCTION VEHICLES WILL BE PERMITTED TO USE THE INVER GLEN SENIOR HOUSING DRIVEWAY OFF ALLEN WAY.
 8. PARKING LOT SHALL BE LEFT IN A USABLE CONDITION AT THE END OF EVERY FRIDAY DURING THE PROJECT. NO WORK WILL BE PERMITTED ON THE WEEKENDS UNLESS APPROVED BY ENGINEER.*

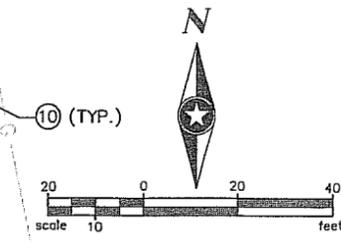
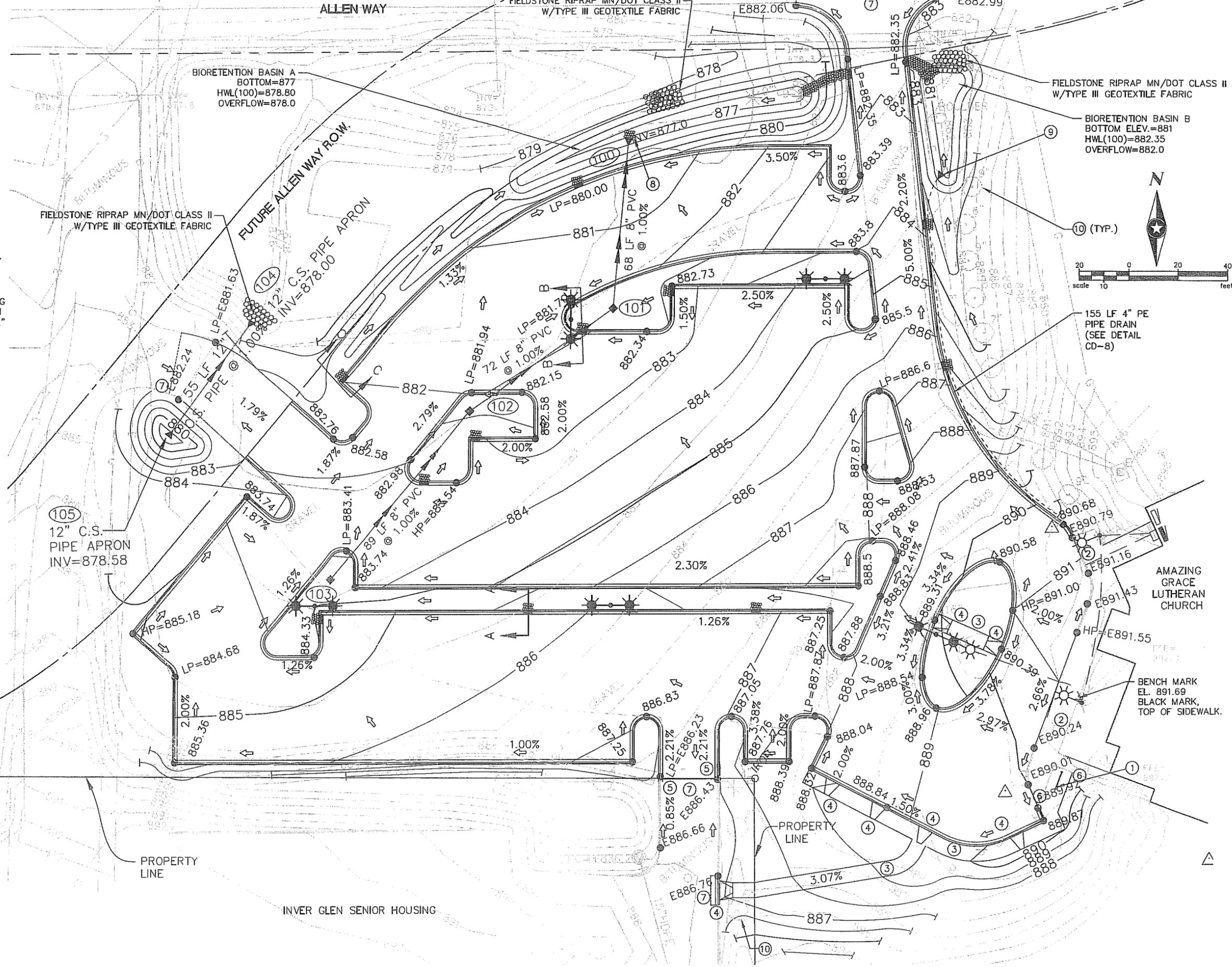
KEY NOTES:

- ① SEE LANDSCAPE PLAN FOR BIKE RACK AND MEDIAN AND PLANTING DETAILS.
- ② PROTECT EXISTING SIDEWALK.
- ③ 4" CONCRETE SIDEWALK.
- ④ CONSTRUCT PEDESTRIAN RAMP.
- ⑤ MATCH EXISTING CONCRETE CURB & GUTTER.
- ⑥ MATCH EXISTING SIDEWALK.
- ⑦ SAWCUT EXISTING BITUMINOUS.
- ⑧ 8" PRECAST HEADWALL.
- ⑨ 4" PRECAST HEADWALL.
- ⑩ GRADE AROUND TREES.

LEGEND:

▣ = CURB CUT WITH FIELD STONE RIPRAP, MN/DOT CLASS I.

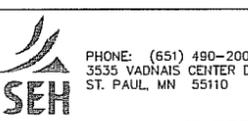
STRUCTURE SCHEDULE				
NO.	TYPE	CASTING	T.C.	INVERT
101	MN/DOT 4006H	R-4342	880.70	877.68
102	MN/DOT 4006H	R-4342	880.94	878.40
103	MN/DOT 4006H	R-4342	882.35	879.29



DRAWN BY: JMB				
DESIGNER: SDH				
CHECKED BY: BCP				
DESIGN TEAM	NO.	BY	DATE	REVISIONS

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Scott D. Haupt Scott, D. Haupt, P.E.
 Date: 04/19/10 Lic. No. 46603



AMAZING GRACE LUTHERAN CHURCH
 INVER GROVE HEIGHTS, MN

GRADING AND DRAINAGE PLAN

FILE NO. 111601 C9



LEGEND

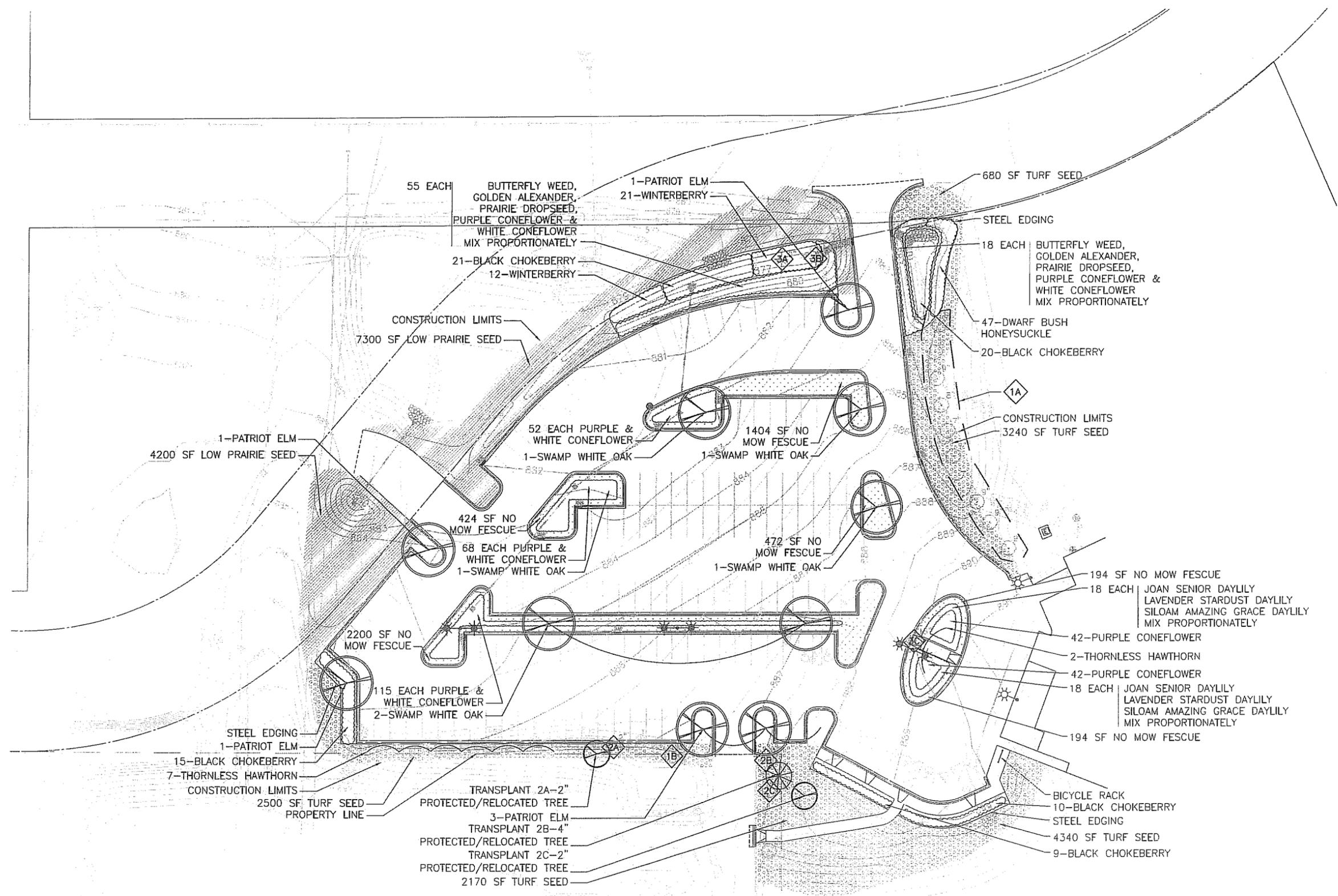
- LOW PRAIRIE SEED
- NO MOW FESCUE
- TURF SEED

NOTES

- 1 TREE PROTECTION,
 - 1A—ROW OF TREES ON EAST SIDE
 - 1B—2" DECIDUOUS TREE
- 2 TREE PROTECTION & RELOCATION
 - 2A—2" DECIDUOUS TREE
 - 2B—4" EVERGREEN TREE
 - 2C—2" DECIDUOUS TREE
- 3 TREE REMOVAL
 - 3A—9" EVERGREEN TREE
 - 3B—9" EVERGREEN TREE
 - 3C—16" DECIDUOUS TREE

1. ALL CONSTRUCTION EQUIPMENT AND HAULING VEHICLES SHALL USE THE NORTHEAST DRIVEWAY TO THE CHURCH OFF ALLEN WAY. NO CONSTRUCTION VEHICLES WILL BE PERMITTED TO USE THE INVER GLEN SENIOR HOUSING DRIVEWAY OFF ALLEN WAY.

2. PARKING LOT SHALL BE LEFT IN A USABLE CONDITION AT THE END OF EVERY FRIDAY DURING THE PROJECT. NO WORK WILL BE PERMITTED ON THE WEEKENDS UNLESS APPROVED BY ENGINEER.



DRAWING NAME: P:\AE\A\Angie\111601\5-dsgn\51-cadd\Landscape\landscape master.dwg LAYOUT TAB: Layout1 PLOTTED: Apr 16, 2010 - 11:08am

DRAWN BY:	DPP
DESIGNER:	CAB
CHECKED BY:	CAB

NO.	BY	DATE	REVISIONS

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

Robert Kost
ROBERT KOST, ASLA
Date: 04/19/10 Lic. No. 16381

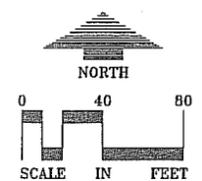
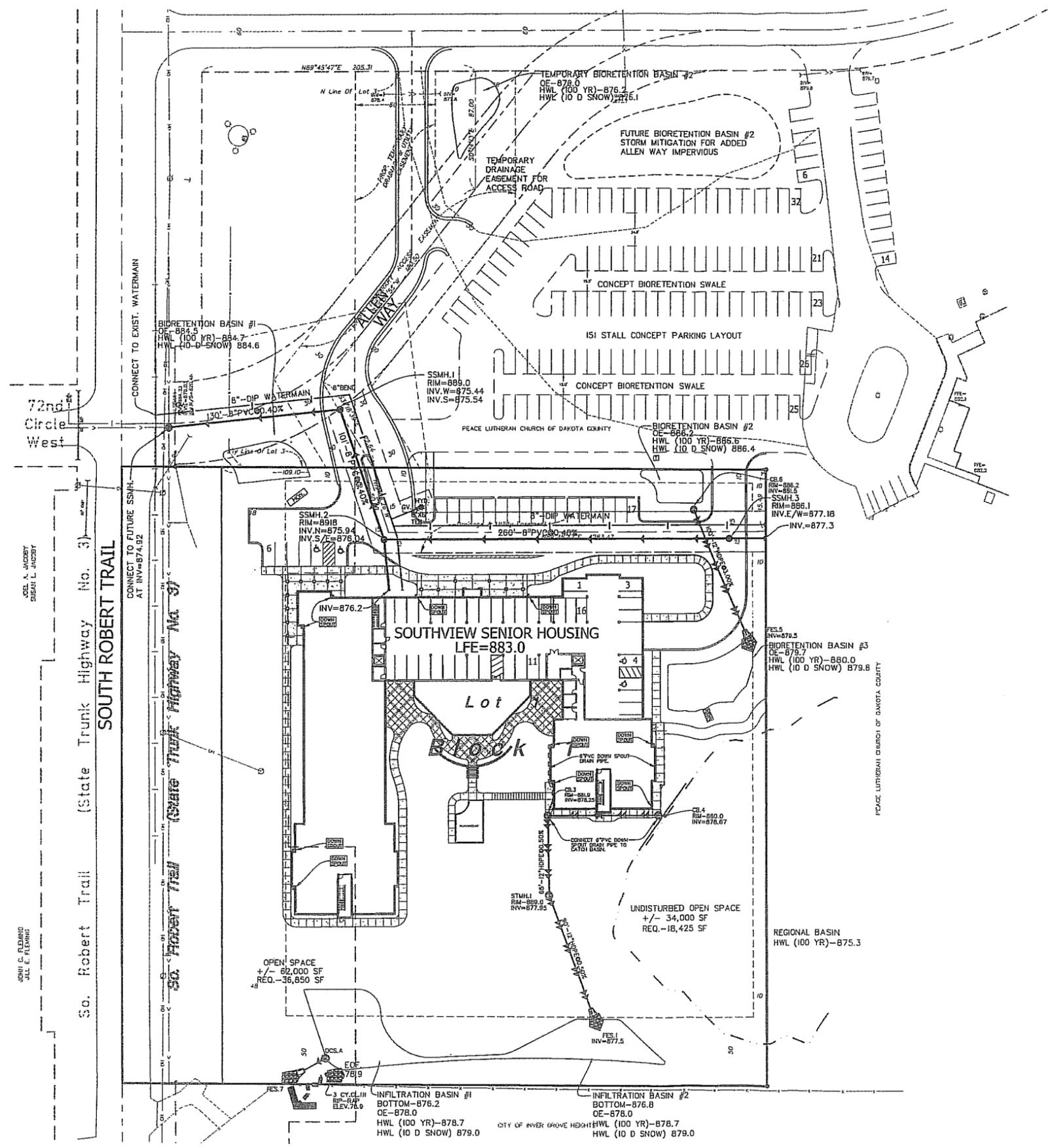
PHONE: (651) 490-2000
3535 VADNAIS CENTER DR.
ST. PAUL, MN 55110

AMAZING GRACE LUTHERAN CHURCH
INVER GROVE HEIGHTS, MN

LANDSCAPE PLAN

FILE NO.
111601

L1



EXISTING	CIVIL LEGEND	PROPOSED
	SANITARY MANHOLE	
	STORM MANHOLE	
	CATCH BASIN	
	CULVERT	
	HYDRANT	
	GATE VALVE	
	POST INDICATOR VALVE	
	LIGHT POLE	
	POWER POLE	
	SIGN	
	BENCHMARK	
	SOIL BORING	
	WATER MANHOLE	
	TELEPHONE MANHOLE	
	UTILITY MANHOLE	
	ELECTRIC MANHOLE	
	WATER SERVICE	
	SANITARY SERVICE	
	HANDICAP PARKING	
	DIRECTION OF FLOW	
	SPOT ELEVATION	
	CONTOURS	
	SANITARY SEWER	
	STORM SEWER	
	WATERMAIN	
	FOREMAN	
	DRAINFILE	
	SILT FENCE	
	CURB & GUTTER	
	RETAINING WALL	
	TRENCHLINE	
	EASEMENT LINE	
	SETBACK LINE	
	FENCE LINE	
	UNDERGROUND TELE	
	UNDERGROUND GAS	
	OVERHEAD UTILITY	

UTILITY PLAN GENERAL NOTES

- All sanitary sewer, storm sewer and watermain utilities shall be furnished and installed per the requirements of the specifications, the City and the standard utilities specification of the City Engineers Association of Minnesota (CEAM), 1999 edition. All HOPE connections to concrete manholes shall be connected with an internal rubber gasket or by using ADS waterstop gasket. All sanitary sewer main line shall be SDR 35. All sanitary sewer services shall be SDR 26.
- See Sheet CB-1 and the contract specifications for specific utility details and utility service details.
- All utility pipe bedding shall be compacted sand or fine granular material per the requirements of the City. All compaction shall be performed per the requirements of the CEAM Specification.
- All connections to existing utilities shall be performed per the requirements of the City, The City Department of Engineering and Building Inspections Department and the construction engineer must be notified at least 48 hours prior to any work within the public right of way, or work impacting public utilities.
- All sanitary sewer and water services shall terminate at the property line unless otherwise noted.
- The contractor shall notify GOPHER STATE ONE CALL at 651-454-0002 at least 48 hours prior to performing any excavation or underground work.
- The contractor shall field adjust watermain to avoid conflicts with sanitary sewer, storm sewer, and services as required. Insulation of water and sanitary sewer lines shall be provided where 7.5 feet minimum depth can not be obtained.
- All street repairs and patching shall be performed per the requirements of the City. All traffic control shall be provided by the contractor and shall be established per the requirements of the Minnesota Manual of Uniform Traffic Control Devices (MUTCD) and the City. This shall include all signs, barricades, flashers and flaggers as needed. All public streets shall be open to traffic at all times. No road closures shall be permitted without the expressed authority of the City.
- All new watermain must have a minimum of 7.5 feet of cover.
- Adjust all existing structures, both public and private to the proposed grades where disturbed and comply with all requirements of the utility owners. Structures being reset to paved areas must meet owners requirements for traffic loading.
- Proposed Pipe Materials:

Watermain	DIP Class 52	No less than 7.5' deep.
Water Service	COPPER TYPE K, 1"	Service to property lns.
Sanitary Sewer	PVC SDR 35	No more than 20' deep.
Sanitary Sewer	PVC SDR 26	20' - 25' deep.
Sanitary Sewer	PVC 4"	Service to property line.
Storm Sewer	RCP CLASS 5	12" to 18" diameter.
Drainfile	POLYETHYLENE	Back of curb.



CALL BEFORE YOU DIG!
Gopher State One Call
 TWIN CITY AREA: 651-454-0002
 TOLL FREE: 1-800-252-1166

WARNING:
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND / OR RELOCATION OF LINES.
 THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

Project Name:
SOUTHWIEW SENIOR HOUSING

Owner/Developer Name:
 Inver Grove Heights, Minnesota
 Southview Senior Living
 Lance Lemieux
 1984 Oakdale Avenue West
 St. Paul, Minnesota 55118
 Tel: 651-554-4838

Kass Wilson Architects
 Link Wilson, AIA
 308 East 18th Street, Suite 301
 Minneapolis, Minnesota 55404
 Tel: 612-879-6000
 Fax: 612-879-6666

Professional Services:
LOUCKS ASSOCIATES
 Planning • Civil Engineering • Land Surveying
 Landscape Architecture • Environmental
 7300 Hennick Lane • Suite 300
 Minneapolis, Minnesota 55369
 Telephone: (763) 244-5505
 Fax: (763) 244-5822
 www.loucksassociates.com

CADD Qualification:
 CAD files prepared by the Consultant for this project are the property of the Consultant. These CAD files shall not be used on other projects, for additions to this project, or for completion of this project, without the written approval of the Consultant. With the Consultant's approval, others may be permitted to view the CAD files. All information contained herein is the property of the Consultant and shall remain confidential and proprietary. Consultant shall not be responsible for any errors, omissions, or delays.

Submit:
 1-24-08 Preliminary City Comments
 2-15-08 Revised per City Comments
 3-28-08 Bid Documents

Professional Signature:
 Andrew Berenberg - PE
 License No. 15126 Date

Quality Control:
 Project Lead: **AMB** Drawn by: **WRP**
 Checked by: **RLL** Screen Date:

Sheet Index:
 C4-1 Cover Sheet
 C4-2 Existing Conditions Plan
 C4-3 Site Plan
 C4-4 Grading and Drainage Plan
 C4-5 Storm Water Pollution Prevention Plan
 C4-1 Utility Plan
 C4-2 Utility Plan and Profile
 C4-1 Project Details
 L4-1 Final Inventory Plan
 L4-1 Landscape Plan
 L4-2 Landscape Details

Sheet Title:
 Utility Plan

Project No.: 07-147
Sheet No.: C4-1

INVER GLEN SENIOR HOUSING SITE PLAN

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

MIGUEL MENDOZA / SUPERSTOP - Case No. 10-16ZC

Meeting Date: June 14, 2010
 Item Type: Regular
 Contact: Heather Botten 651.450.2569
 Prepared by: *HB* Heather Botten, Associate Planner
 Reviewed by: Planning

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"/> | Other |

PURPOSE/ACTION REQUESTED

Consider the following requests for property located at 7030 Cahill Avenue:

- a.) An Ordinance **Rezoning** the property from B-2, Neighborhood Business to B-3, General Business.
 - Requires a 3/5ths vote.
- b.) A **Conditional Use Permit** to allow outdoor storage of U-Haul vehicles.
 - Requires a 4/5ths vote.
 - 60-day deadline: June 20, 2010 (first 60-days)

SUMMARY

The applicant purchased the property in February 2010 and was unaware that the previous owner was operating the U-haul rental business without proper City approvals. After receiving notice of the violation, the applicant submitted the rezoning and conditional use permit request to bring the property into compliance. The lot is currently zoned B-2 which does not allow outdoor storage; therefore the applicant is requesting the lot be rezoned to B-3. The Holiday Gas Station to the north is zoned B-3, Simons Appliance to the south is zoned B-2, and the properties on the west side of Cahill are zoned B-1. B-3 zoned areas are typically found along collector and arterial roadways. The proposed lot is located at the corner of Cahill Avenue and 70th Street, both arterial roads. Examples of land uses that would be allowed in a B-3 district that are not allowed in a B-2 zoning district would be auto sales, auto repair, commercial green house, commercial kennels, HVAC and electrical repair, home improvement centers, or printing and publishing business.

If the rezoning is approved, a conditional use permit is required for outdoor storage in a B-3 zoned area. Staff is recommending there be no more than ten vehicles on the site, that they be parked along the east property line, and that the parking lot be striped. The City Code requires screening when outdoor storage is adjacent to residential property and therefore staff is recommending solid screening along the eastern property line. The Planning Commission recommended the screening be seven feet in height, staff supports this recommendation.

The proposed request meets the general Conditional Use Permit criteria relating to the Comprehensive Plan and Zoning consistency, land use impacts such as setbacks, drainage, and aesthetics, environmental impacts, and public health and safety impacts. Access to the site is not changing and the amount of traffic would not be out of the ordinary for commercially zoned area. The site is developed; there are no changes being proposed to the building or impervious surface on the property.

Planning Staff: Planning staff has reviewed the request and finds the proposed Rezoning appropriate for the land uses in the B-3 zoning district and finds that it is consistent with the Comprehensive Plan. The proposed request meets the general Conditional Use Permit criteria and performance standards for outdoor storage. Therefore, staff is recommending approval of the requests with the conditions listed in the attached CUP resolution.

Planning Commission: Recommends approval of the requests (5-1) with the conditions listed in the resolution, including the seven foot screening requirement along the east property line.

Attachments: Rezoning Ordinance
CUP Resolution
Planning Commission Recommendation
Planning Staff Report

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 10, CHAPTER 4 (ZONING MAP) OF THE
INVER GROVE HEIGHTS CITY CODE**

CASE NO. 10-16ZC
(Superstop)

The City Council of Inver Grove Heights ordains as follows:

SECTION I. Ordinance No. 1190 adopted July 27, 2009, entitled, "AN ORDINANCE ADOPTING THE RECODIFICATION OF THE INVER GROVE HEIGHTS CITY CODE INCLUDING THE CITY ZONING ORDINANCE, is hereby amended to rezone the following described property located within the City of Inver Grove Heights from B-2, Neighborhood Business to B-3, General Business, to wit:

ALL OF LOT 15, BLOCK 1 and NORTH ½ of LOT 16, BLOCK 1, SOUTH GROVE NO 8, DAKOTA COUNTY, MINNESOTA

SECTION II. The Zoning Map of the City of Inver Grove Heights referred to and described in said Ordinance No. 1190 as that certain map entitled "Inver Grove Heights Zoning Map, June 24, 2002", together with all amendments thereto, hereinafter referred to as the "zoning map", shall not be republished to show the aforesaid rezoning, but the Clerk shall appropriately mark the said zoning map on file in the Clerk's Office for the purpose of indicating the rezoning hereinabove provided for in this ordinance and all of the notations, references and other information shown thereon are hereby incorporated by reference and made a part of this ordinance.

SECTION III. This Ordinance shall be in full force and effect from and after its

Ordinance No. _____

Page 2

publication according to law.

Enacted and ordained into an Ordinance this _____ day of _____, 2010.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy Clerk

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW OUTDOOR
STORAGE OF U-HAUL VEHICLES**

Miguel Mendoza / Superstop
Case No. 10-16ZC

WHEREAS, an application for Conditional Use Permit has been submitted for the property located at 7030 Cahill Avenue and legally described as:

**ALL OF LOT 15, BLOCK 1 and NORTH ½ of LOT 16, BLOCK 1, SOUTH GROVE NO 8,
DAKOTA COUNTY, MINNESOTA**

WHEREAS, the request is to conditionally allow outdoor storage in the B-3 zoning district;

WHEREAS, the aforescribed property is zoned B-3, General Business;

WHEREAS, the request has been reviewed against Title 10, Chapter 3, Article A, Section 10-3A-5 regarding the criterion for a Conditional Use Permit and meets the minimum standards; the request is consistent with the Comprehensive Plan and it doesn't have a negative impact on public health, safety or welfare;

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 May 18, 2010;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit to allow outdoor storage of U-haul vehicles is hereby approved with the following conditions:

1. The site shall be developed in substantial conformance with the plans on file with the Planning Department except as may be modified by the conditions below.
2. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
3. Any expansion of the use as shown on the site plan requires additional city approvals and is not part of this conditional use permit.
4. All parking lot lighting on site shall be a down cast "shoe-box" style and the bulb shall not be visible from property lines.
5. The parking lot shall be striped for customer convenience and traffic flow.
6. There shall be no more than 10 U-Haul vehicles/trailers on site at one time.
7. The storage of U-Hauls shall be along the eastern property line.
8. A seven (7) foot high privacy fence shall be installed along the eastern property line meeting the screening requirements of the City Code.

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

Adopted by the City Council of Inver Grove Heights this _____ day of _____, 2010.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Melissa Rheaume, Deputy Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: May 18, 2010
SUBJECT: **SUPERSTOP – CASE NO. 10-16ZC**

Reading of Notice

Commissioner Hark read the public hearing notice to consider the request for a rezoning from B-2, Neighborhood Business to B-3, General Business, and a Conditional Use Permit to allow outdoor storage of U-Haul vehicles for the property located at 7030 Cahill Avenue. 34 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the applicant purchased the property in February 2010 and was unaware that the previous owner was operating the rental business without proper City approvals. After receiving notice of the violation, the applicant submitted the rezoning and conditional use permit request to bring the property into compliance. He advised that the lot is currently zoned B-2 which does not allow outdoor storage; therefore the applicant is requesting the lot be rezoned to B-3. He advised that the Holiday Gas Station to the north is zoned B-3, Simons Appliance to the south is zoned B-2, and the properties on the west side of Cahill are zoned B-1. Staff feels that B-3 would be consistent with the existing uses in the neighborhood and the City's Comprehensive Plan. Staff is recommending there be no more than ten vehicles on the site, that they be parked along the east property line, and that the parking lot be striped. Mr. Hunting advised that City Code requires screening when a business use is adjacent to residential property and therefore staff is recommending solid screening along the eastern property line. Staff recommends approval of the request with the conditions listed in the report.

Chair Bartholomew questioned whether the trucks parked at the business to the south, Simons Appliance, would be considered outdoor storage.

Mr. Hunting replied that typically a conditional use permit was required for the parking of business trucks, but he did not recall the history of that particular property and whether or not they had a conditional use permit for outdoor storage.

Chair Bartholomew asked if staff had ever received complaints regarding outdoor storage at Simons Appliance, to which Mr. Hunting replied none that he was aware of.

Chair Bartholomew stated that although parking was supposed to be on the east side of the site, he had occasionally seen vehicles parked on the north side. He asked how long the previous owner had been operating the U-Haul rental service on the subject site.

Mr. Hunting replied it had been operating on and off for approximately five years. He stated staff would send letters to the previous owner, the U-Hauls would then disappear, and then the owners would eventually bring them back.

Chair Bartholomew asked if staff received any responses from the neighbors.

Mr. Hunting replied staff received only one inquiry from a resident who was concerned about the rezoning and wanted to keep the area residential. Heather Botten advised the resident that the property was already zoned commercial, and this was a request to change it to a different commercial zoning.

Commissioner Wippermann asked what the Code requirements were for the height of the proposed solid screening, to which Mr. Hunting replied the fencing needed to be a minimum of five feet and a maximum of seven feet in height.

Commissioner Wippermann recommended the proposed screening be higher than the existing fence on the east property line to better screen the U-Hauls from the neighboring resident. He asked if staff knew the history of the B-3 zoning to the north, stating that technically the Holiday Gas Station would not need B-3 zoning to operate.

Mr. Hunting replied that Commissioner Wippermann was correct in that gas stations were allowed in the B-2 district, and he stated he was unaware of the history as to why the Holiday Gas Station property was zoned B-3.

Commissioner Hark asked if there were any complaints received from neighbors over the years regarding the operation that was run by the previous owners.

Mr. Hunting replied the only complaint he was aware of came from a past Planning Commission member.

Opening of Public Hearing

The applicant, Miguel Mendoza, Minneapolis, advised he was available to answer any questions.

Chair Bartholomew asked if the applicant was in agreement with the conditions listed in the report, particularly Condition 7 regarding storage of U-Hauls along the eastern property line, to which Mr. Mendoza replied in the affirmative.

In response to Chair Bartholomew's earlier comment that U-Hauls were sometimes parked on the north side, Mr. Mendoza explained that vehicles were sometimes returned by customers to the north side and not moved right away to the back if they were busy.

Chair Bartholomew asked if the applicant would be agreeable to building a seven foot fence, to which Mr. Mendoza replied in the affirmative.

Planning Commission Discussion

Chair Bartholomew stated he supported a recommendation that the fence be seven feet in height.

Planning Commission Recommendation

Motion by Commissioner Gooch, second by Commissioner Koch, to recommend approval of a

rezoning of the property from B-2, Neighborhood Business to B-3, General Business, and a Conditional Use Permit to allow outdoor storage of vehicles, **with an amendment to Condition 8 requiring that the fence be seven feet in height**, for the property located at 7030 Cahill Avenue.

Commissioner Wippermann stated he did not support the request as he considered this a residential area and felt B-3 zoning was incompatible. He stated the Holiday Gas Station was the only existing property zoned B-3 in the area; however, that use would have been allowed in the B-2 district. He stated he would prefer to change the Holiday Gas Station property to a less intense use rather than change the Superstop property to B-3.

Chair Bartholomew asked if outdoor storage required a conditional use permit in the B-3 district, to which Mr. Hunting replied in the affirmative.

Commissioner Koch stated that although she understood Commissioner Wippermann's concerns, she felt it would be unfair to deny the applicant the ability to operate the U-Haul business as he purchased it with the understanding that it was an approved use.

Motion carried (5/1 - Wippermann). This item goes to the City Council on June 20, 2010.

P L A N N I N G R E P O R T
C I T Y O F I N V E R G R O V E H E I G H T S

REPORT DATE: May 13, 2010

CASE NO: 10-16ZC

HEARING DATE: May 18, 2010

APPLICANT/PROPERTY OWNER: Miguel Mendoza / Superstop

REQUEST: A rezoning of the property from B-2 to B-3 and a conditional use permit to allow outdoor storage of U-Hauls.

LOCATION: 7030 Cahill Avenue

COMPREHENSIVE PLAN: CC, Community Commercial

ZONING: B-2, Neighborhood Business

REVIEWING DIVISIONS: Planning

PREPARED BY:  Heather Botten
Associate Planner

BACKGROUND

The applicant started operating the gas station and U-Haul rental in February, 2010. It was unknown to him at this time that the rental of U-Hauls has been operating on site without proper approvals. After receiving notice of the violation, the applicant submitted the rezoning and conditional use permit request to bring the property into conformance.

The lot is currently zoned B-2, Neighborhood Business. The B-2 zoning district does not allow outdoor storage on the property. The applicant is requesting the lot be rezoned to B-3, General Business; outdoor storage is allowed with a conditional use permit in B-3 zoning. There are no changes or additions being proposed to the existing uses on the property.

The specific request consists of the following:

- A.) A **Rezoning** of the property from B-2, Neighborhood Business to B-3, General Business.

- B.) A **Conditional Use Permit** to allow the outdoor storage of U-haul vehicles/trailers.

EVALUATION OF THE REQUEST

The following land uses, zoning districts, and comprehensive plan designations surround the subject property:

North Holiday; zoned B-3; guided CC, Community Commercial

East	Residential; zoned R-1C; guided LDR
South	Simon’s Appliance; zoned B-2; guided CC, Community Commercial
West	Bank; zoned B-1; guided NC, Neighborhood Commercial

SITE PLAN REVIEW

Setbacks. There are no changes or additions proposed to the building or parking lot at this time.

Parking. The use of the gas station requires eight parking stalls; there is sufficient parking on site to meet this requirement. Staff is recommending a condition of approval be added that the parking spaces for customers be re-striped. According to the applicant, outdoor storage would consist of no more than 10 U-haul vehicles/trailers at one time parked along the east property line. This should also be added as a condition of approval.

Access. Access to the site is not changing; there are two access points, one along Cahill Avenue and the other along 70th Street.

Screening. City Code screening requirements state where any business use (structure, parking, or storage) is adjacent to property zoned residential screening along that boundary shall be provided. Therefore, if the outdoor storage is approved, solid screening would be required along the eastern property line.

Engineering. Engineering has reviewed the plans; no changes or additions are being done to the existing grading on site. No further engineering review is necessary.

Lighting. A lighting plan was not submitted, a general condition shall be added that all parking lot lighting shall be designed so as to deflect light away from any adjoining residential zones or from the public streets. The source of light shall be hooded, recessed, or controlled in some manner so as not to be visible from adjacent property or streets.

REZONING

The City Code, Title 10-3-5 states that a rezoning request must be “in the best interest of the physical development of the City” in order to be approved. This suggests that the request should be reviewed against such factors as infrastructure availability; compatibility with existing land uses in the neighborhood; and consistency with the Comprehensive Plan.

Zoning. The property is zoned B-2, Neighborhood Business. A rezoning is being asked for to rezone the parcel to B-3, General Business. A gas station and outdoor storage are permitted conditional uses in the B-3 zoning district. The gas station located across the street to the north is also zoned B-3.

Infrastructure. There are no changes proposed to the existing infrastructure. No further road or other improvements would be required.

Neighborhood Compatibility The gas station across the street to the north is zoned B-3. The proposed rezoning would not have a negative impact to the abutting properties as the property is currently zoned commercial.

Comprehensive Plan Consistency The proposed property is guided for Community Commercial. B-3 zoning is a compatible zoning district for Community Commercial land uses. As stated in the Inver Grove Heights Comprehensive Plan: Community commercial areas include lots or parcels that contain retail sales and services located along community collector and arterial roadways that serve the community. The proposed lot is located on the corner of Cahill Avenue and 70th Street, both arterial roadways. The rezoning would be consistent with the Comprehensive Plan.

CONDITIONAL USE PERMIT REVIEW

1. *The use is consistent with the goals, policies and plans of the City Comprehensive Plan, including future land uses, utilities, streets and parks.*

The use is consistent with the goals, policies, and plans of the Comprehensive Plan. The future land use of this parcel is Community Commercial and outdoor storage associated with rental sales would be consistent with the uses envisioned in this district.

2. *The use is consistent with the City Code, especially the Zoning Ordinance and the intent of the specific Zoning District in which the use is located.*

The applicant's property is zoned commercial. If the rezoning is approved the use is consistent with the intent of the B-3 zoning district.

3. *The use would not be materially injurious to existing or planned properties or improvements in the vicinity.*

The proposed use would not have a detrimental effect on public improvements in the vicinity of the project.

4. *The use does not have an undue adverse impact on existing or planned City facilities and services, including streets, utilities, parks, police and fire, and the reasonable ability of the City to provide such services in an orderly, timely manner.*

This use does not appear to have any negative effects on City facilities or services.

5. *The use is generally compatible with existing and future uses of surrounding properties, including:*

i. Aesthetics/exterior appearance

There are no exterior changes proposed to the property. The site shall be limited to a maximum of 10 U-Haul vehicles/trailers at one time, parked along the east property line.

ii. Noise

The outdoor storage will not generate noises that are inconsistent with commercial zoning. The location of the storage is off of two main roads, Cahill Avenue and 70th Street, both minor arterial roads.

iii. Fencing, landscaping and buffering

There is an existing five foot privacy fence along the eastern property line on the residential property. Staff is recommending a privacy fence be installed on the applicant's property to meet the screening requirements.

6. *The property is appropriate for the use considering: size and shape; topography, vegetation, and other natural and physical features; access, traffic volumes and flows; utilities; parking; setbacks; lot coverage and other zoning requirements; emergency access, fire lanes, hydrants, and other fire and building code requirements.*

Access to the site is not changing. The amount of traffic would not be out of the ordinary for a commercial area. There are no changes/additions to the building or parking lot. Staff is recommending the property owner stripe the parking stalls on the lot for customer convenience and traffic flow.

7. *The use does not have an undue adverse impact on the public health, safety or welfare.*

This use does not appear to have any negative effects on the public health, safety or welfare.

8. *The use does not have an undue adverse impact on the environment, including, but not limited to, surface water, groundwater and air quality.*

This use would not have an undue adverse impact on the environment.

ALTERNATIVES

The Planning Commission has the following actions available on the following requests:

- A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be taken:
- Approval of a **Rezoning** of the parcel from B-2, Neighborhood Business to B-3, General Business.
 - Approval of the **Conditional Use Permit** to allow outdoor storage of U-Haul vehicles/trailers subject to the following conditions:

1. The site shall be developed in substantial conformance with the plans on file with the Planning Department except as may be modified by the conditions below.
2. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
3. Any expansion of the use as shown on the site plan requires additional city approvals and is not part of this conditional use permit.
4. All parking lot lighting on site shall be a down cast “shoe-box” style and the bulb shall not be visible from property lines.
5. The parking lot shall be striped for customer convenience and traffic flow.
6. There shall be no more than 10 U-Haul vehicles/trailers on site at one time.
7. The storage of U-Hauls shall be along the eastern property line.
8. Solid screening shall be required along the eastern property line meeting the screening requirements of the City Code.

B. Denial. If the Planning Commission does not favor the proposed application the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

Based on the information in the preceding report and the conditions listed in Alternative A, staff is recommending approval of the request.

Attachments: Location Map
Applicant Narrative
Site Plan



Super Stop Case # 10-16ZC

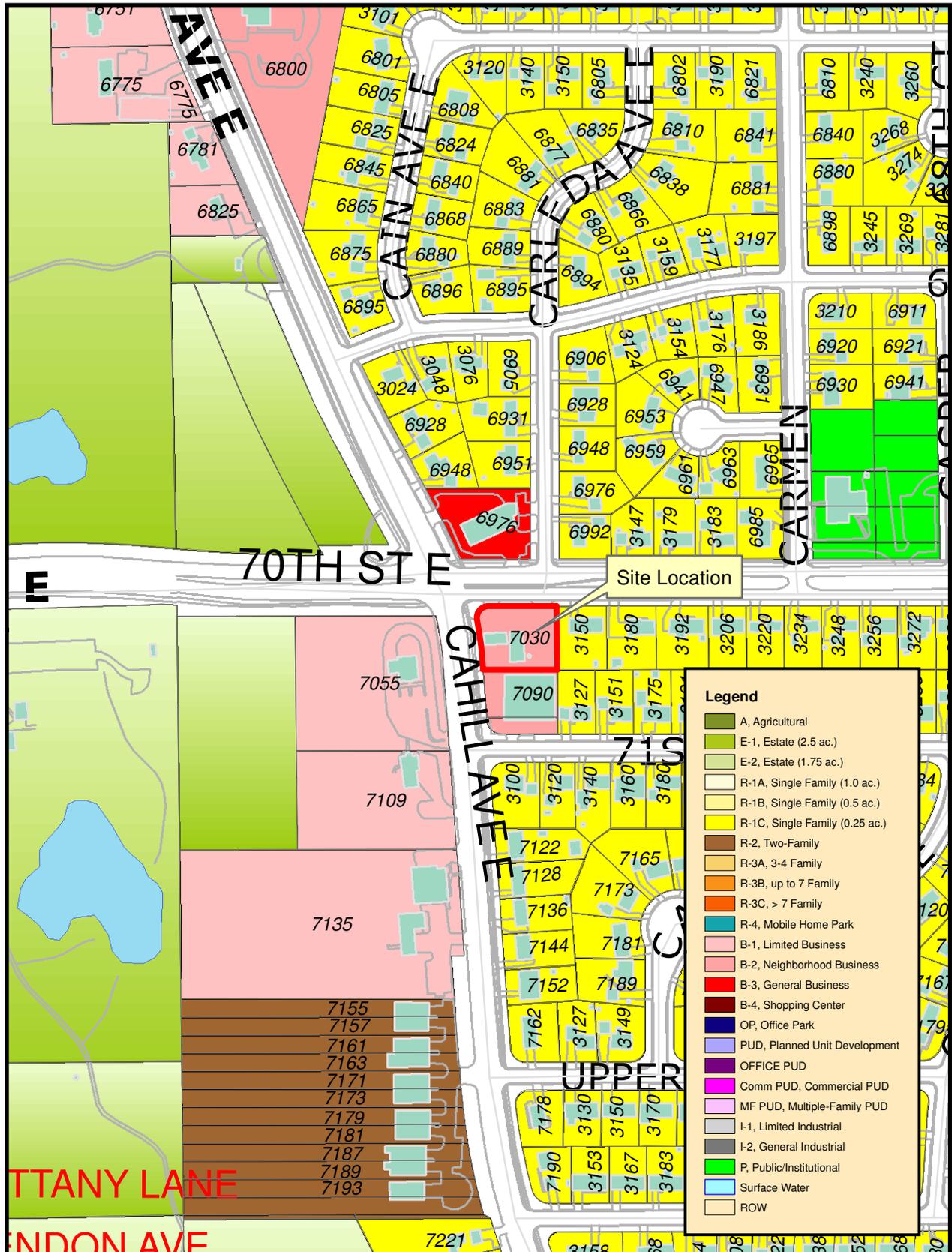


Exhibit A
Zoning Map

Super Stop
7030 Cahill Ave
Inver Grove Heights ,MN 55076

To The City of Inver Grove Heights.

We are sending this letter to ask for a zoning change from B2 to B3.
We have a U-Hall center we started February 5 2010.
We need to change zoning so we can have out door storage.
U-Hall was here when we opened and we want to keep it here.
On average we rent 30 units per month. And only park 10 units on the lot.
At this time there are no complaints on noise or sight.
We thank you for your time on this matter.

Thank You.
Super Stop Staff.



Miguel Mendoza

B

Dakota County Real Estate Inquiry

Data Updated 3/26/2010.

[Need Help?](#) [What's New?](#)

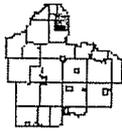
Map navigation

Select option and click on map:

- Zoom In
- Zoom Out
- Pan
- Identify

Show Full County Map

Small Map



Legend

Total Value

- \$1 - \$50,000
- \$50,001 - \$100,000
- \$150,001 - \$200,000
- \$300,001 - \$500,000
- Over \$500,000

- Tax Parcel
- Market Value
- Recent Sale
- Year Built
- Air Photo
- Torrens

Refresh Map

Choose ONE search criteria, and click Go key.

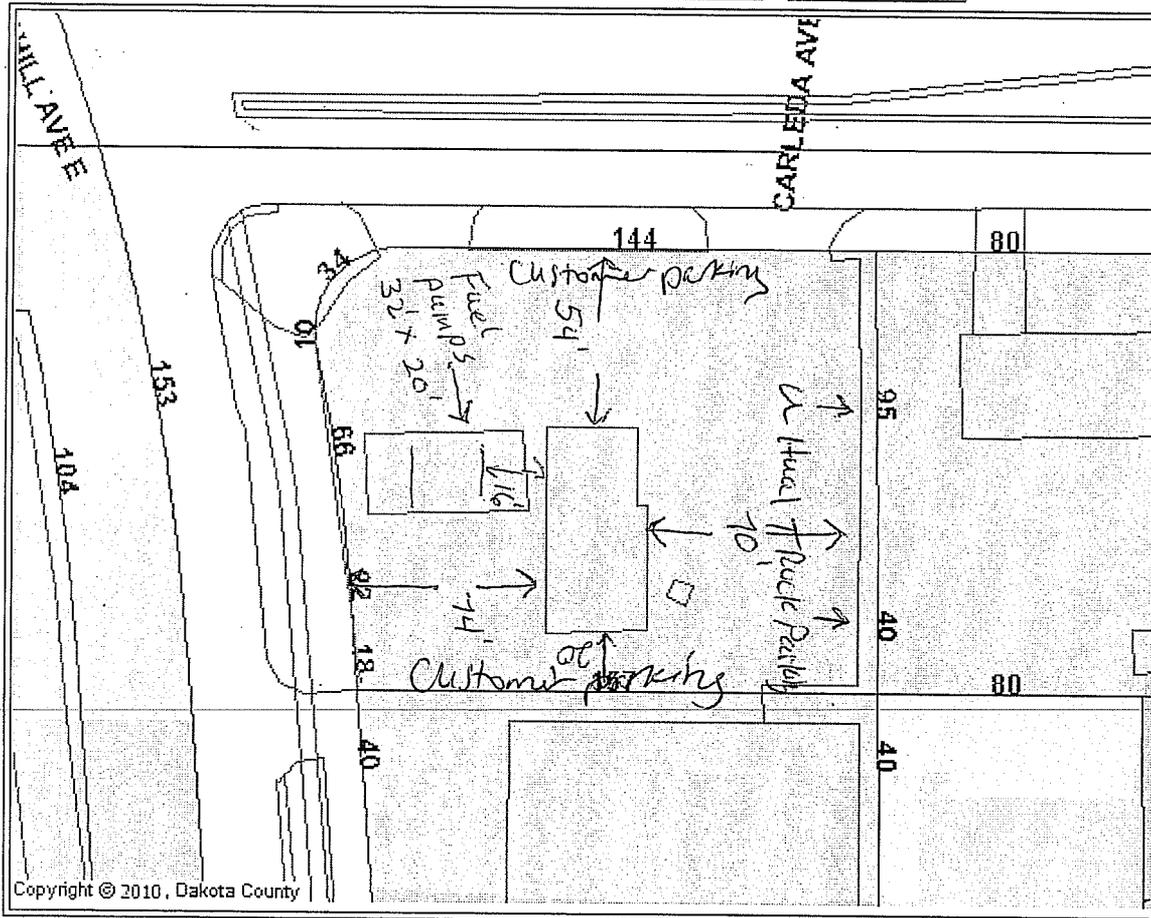
House

#:

OR

PIN:

Go



PLEASE READ DISCLAIMER

This application was developed by the Dakota County Office of GIS in cooperation with Assessing Services and the Property Taxation & Records Departments



Click on the Dakota County Logo above to return to the home page

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Process for Updating the Master Plan for the Heritage Village Park Area

Meeting Date: June 14, 2010
 Item Type: Regular Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Mark Borgwardt
 Tracy Petersen

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

Recommend that the Council hire Brauer and Associates in an amount not to exceed \$17,000 plus expenses to perform an update to the Heritage Village Park Master Plan Area. The update would include the following areas of emphasis:

- Heritage Village Park property boundaries
- Rock Island Swing Bridge property boundaries
- Allied Waste property boundaries
- Doffing Ave property boundaries (west side)
- Old Town Hall property boundaries
- Pedestrian Connectivity to the Concord Blvd Area

In addition, the Council is asked to establish a subcommittee that would be assigned the task of meeting with the consultant over the course of several meetings as a part of the Planning Advisory Committee (PAC). The recommended size of the PAC is 10 – 12 consisting of a council member, 3-4 commissioners, 3-4 staff, and 2-3 community members.

SUMMARY

The City of Inver Grove Heights has an established vision for the development of public space along the Mississippi River. The Community, Commission and Council invested a great deal of time, energy, and resources during a several month planning process that produced an adopted master plan for Heritage Village Park in September 2004.

Since 2004, significant progress has been made in regards to the soil remediation efforts on the site. We know that the UP Railroad will not allow for a crossing of the railroad tracks at 63rd St as planned for in the master plan. With the need to create a new entrance to the park, additional property acquisition in the area in the form of the Rock Island Swing Bridge, and the strong potential to acquire the Allied Waste property, it is appropriate to update the master plan for the area.

Generally the area is north of the Rock Island Swing Bridge, west of Doffing Ave, east of Concord Blvd, and south of municipal boundary with South St. Paul. The area being recommended for review includes:

	Number of Parcels	Acres
Heritage Village Park	6	55
Allied Waste (Private)	5	7
Rock Island Swing Bridge	4	22
Doffing Ave (City Owned)	18	6
Doffing Ave (Private)	7	6
Total	40	96

Calculations are approximate and do not include roadways, information taken from Dakota County Property web site as of May 26, 2010

The scope of work would include the following:

- Definition of the land area
- Review of existing master plan(s)
- Site analysis related to ownership, site conditions, etc
- Program development focusing on needs, facility demands, and priorities
- Development of 2-3 schematic concepts
- Preliminary master plan including an estimated probable cost and construction phasing
- Final master plan including an estimated probable costs and construction phasing plan

The recommended Planning Advisory Committee (PAC) would look as follows:

TBD	City Council Member
James Huffman	Park and Recreation Commissioner
Keith Joyce	Park and Recreation Commissioner
Chris Solberg	Park and Recreation Commissioner
TBD	Planning Commissioner
TBD	Resident/Business Owner
TBD	Resident/Business Owner
TBD	Resident/Business Owner
Eric Carlson	City Staff
Mark Borgwardt	City Staff
Tracy Petersen	City Staff
Heather Botten	City Staff

Funding for the study would come from the Park Acquisition and Development Fund (Fund 402) or an Active Living Grant from Dakota County. We have not received notification regarding the grant at this time. It is anticipated that the study will take 90 – 120 days and be completed sometime around October 2010.

The Park and Recreation Commission reviewed this item on Wednesday, June 9th and is recommending approval.



PROFESSIONAL SERVICES PROPOSAL

May 12, 2010

City of Inver Grove Heights
8055 Barbara Avenue
Inver Grove Heights, MN 55077

ATTN: Eric Carlson, Director of Park and Recreation

RE: Professional Services Proposal – Heritage Village Park on the Mississippi River -Master Plan Update
Brauer and Associates, Ltd.

This letter proposal outlines a scope of services, fee schedule, and other elements, which, if approved, constitutes an Agreement between the City of Inver Grove Heights, Minnesota, herein referred to as the OWNER, and Brauer and Associates, Ltd., herein referred to as the CONSULTANT.

The OWNER hereby retains the CONSULTANT to provide professional services required to complete a master plan study update for Heritage Village Park on the Mississippi River, including newly acquired property, property being considered for acquisition and Old Town Hall, situated in the City of Inver Grove Heights, Minnesota.

The CONSULTANT'S services and fees shall include normal recreational design and planning services as follows:



A. SCOPE OF SERVICES - BASIC SERVICES

1. Project Start-up / Focus Meeting: The general purpose of the focus meeting is to meet with the City to allow the Brauer team the opportunity to develop a very clear understanding of the scope of the project, intended outcome, City's expectations of the consultant's services, confirm key individuals, associations, committees, staff members, etc. who will be involved in the project or have information that will affect the project. Other objectives include:

- Gather updated base map / related project information from the City.
- Confirm the project schedule.
- Review of plans existing on the connection of the swing bridge development.
- Develop a new understanding of current city concerns and interests.
- Develop a list of persons to invite to act as a Planning Advisory Committee, (PAC).

2. Site Analysis: This step in the design process involves a site visit with staff to review site information and to familiarize ourselves with the recent modifications to the property, newly acquired property and property that is under consideration for inclusion in the park. This will allow both the City and Brauer team to develop a clear understanding of the site's unique characteristics and the new opportunities presented by land acquisition. A site graphic will be prepared that illustrates the existing site development and related analysis information to be used at the programming meeting.

3. Program Development: This step focuses on developing a complete updated and comprehensive assessment of needs, facility demands, and priorities that are absolutely essential to the success of the project and is viewed as one of the most important phases of the design process. This step will include:

- Meeting with the city staff to discuss possible program issues, ideas, and development concerns (this meeting can be combined with the project start-up / focus meeting).
- Meet with the "PAC" to discuss possible program issues, ideas, and development concerns. (This meeting could be held in combination with a Public Open House.)
- Hold a follow-up phone conference with the City staff to review the conclusions and ideas that resulted from the previous meetings and define a final program list and prioritize needs.
- Document final park development program for issuance to PAC and the Park Commission.

4. Schematic Concepts: Building upon the previous tasks, the Brauer team will take the information gathered in the previous steps and transform the collected data, visions, and ideas into schematic design solutions. This step includes:

- Preparation of two to three conceptual designs that explore various master plan design solutions based upon the program for development.
- Meet with the City staff to review conceptual plans and discuss any issues that may affect the plans and make any necessary revisions to the conceptual plans.
- Meet with the PAC to present and review the alternate schematic concepts. The meeting will be held to review the concept plans to determine which alternative, or combination of alternatives, best represents their interests. (This meeting could be held in combination with a Public Open House.)
- Hold a follow-up phone conference with the City staff to review the conclusions and ideas that resulted from the previous PAC meeting.
- Document schematic concept alternatives and PAC comments for issuance to PAC and the Park Commission.

5. Preliminary Master Plan: Based upon the reaction to the alternate schematic concepts and direction given by the City staff and PAC, the Brauer team will prepare a preliminary master plan, an estimate of the probable cost to construct the improvements, and a preliminary plan for phasing construction. The construction phasing plan shall be prepared with direct input from City staff. This step shall include:

- Preparation of a preliminary master plan based upon input given.
- Meet with the City staff to review the preliminary master plan for consistency with direction given by staff and PAC.
- Prepare a phasing plan and estimate of construction cost.
- Meet with the PAC to present and review the preliminary master plan, phasing plan and estimate of construction cost.
- Hold a follow-up phone conference with the City staff to review the conclusions and ideas that resulted from the previous PAC meeting.
- Meet with the Park Commission to review the preliminary master plan, phasing plan and estimate of construction cost. (This meeting could be held in combination with a Public Open House.)
- Document the preliminary master plan PAC and Park Commission comments for issuance to PAC and the Park Commission.

6. Final Master Plan: Based upon the comments of the PAC and Park Commission and direction of the City staff, the Brauer team will prepare a final master plan incorporating modifications to the preliminary master plan, phasing plan and estimate of construction cost.

- Preparation of a final master plan based upon input given.
- Meet with the City staff to review the final master plan, phasing plan and estimate of construction cost for consistency with direction given by staff Park Commission and PAC.
- Meet with the Park Commission and PAC to present and review the final master plan, phasing plan and estimate of construction cost.
- Adjust the documents as directed by the Park Commission, PAC and City staff.
- Submit the revised documents to the City staff for review.
- Present the final master plan, phasing plan and estimate of cost to construct to the City Council.
- Delivery of final master plan graphics and accompanying cost estimate to the City.

7. Products: The following describes the end products associated with each phase of the design process that will be given to the City of Inver Grove Heights:

- Site Analysis: One 24" x 36" color analysis graphic and one electronic file of each graphic prepared (i.e.: .pdf or .jpg file).
- Schematic Concept: One 24" x 36" color graphic of each concept prepared and one electronic file of each graphic prepared (i.e.: .pdf or .jpg file).
- Master Plan: One 24" x 36" color graphic of the final master plan and one electronic file of the graphic (i.e.: .pdf or .jpg file).
- Phasing Plan: One 24" x 36" color graphic of the phasing plan, graphically illustrating the project phasing, and one electronic file of the graphic (i.e. pdf or jpg file).

B. SCOPE OF SERVICES - ADDITIONAL SERVICES

1. Preparation of a report document including the following sections:
 - Acknowledgments
 - Table of Contents
 - Executive Summary
 - Introduction & Planning Framework
 - Trends & Public Process Findings
 - Vision Statement
 - Development Master Plan
 - Phasing Plan and Estimate of Probable Cost to Construct Improvements
 - Appendix A - Planning Process GraphicsReport Documentation: One color copy - 8.5" x 11" format, including all graphics produced during the process. The graphics shall be reduced for inclusion in the report document. One electronic file of the entire report, (i.e. pdf or jpg file), shall also be provided.
2. Services other than those listed in paragraph A. or B.1 above and requested and authorized in writing by the Owner.

C. FEES FOR PROFESSIONAL SERVICES

1. For services as listed in paragraph A.1 through A.7 above, a lump sum fee of Seventeen Thousand Hundred Dollars, (\$17,000.00).
2. For services as listed in paragraph B.1 above, a lump sum fee of Four Thousand Five Hundred Dollars, (\$4,500.00).
3. For services as listed in paragraph B.2. - Additional Services, an hourly fee will be charged in accordance with the hourly fee schedule below.

Brauer and Associates, Ltd. 2010 Hourly Fee Schedule **

Principal	\$130.00 / Hour
Landscape Architect II	\$110.00 / Hour
Landscape Architect I	\$ 82.50 / Hour
Landscape Architect	\$ 71.50 / Hour

** Expenses shall be charged in addition to fees and shall be charged in addition to the fees listed above at a rate of 1.1 times the cost to the Consultant.

D. PAYMENTS TO THE CONSULTANT

1. Invoices will be submitted to the OWNER on a monthly basis in proportion to the work completed.
 2. Payments on account of the CONSULTANT'S services are due and payable upon receipt of CONSULTANT'S invoice.
- 

E. OWNER'S RESPONSIBILITY

1. Full program coordination with one individual representing the OWNER'S interests.
2. For the Scope of Services outlined in this proposal the OWNER shall provide the CONSULTANT with a base map information illustrating all property lines, property corners, easements, rights of way and other legal issues, existing utilities, buildings, recreational improvements, vegetation, pavement, curbing, and other surface materials. This base map information shall be as accurate as possible. The OWNER shall be responsible for the accuracy of this information and shall determine if this information and the resulting base map are accurate enough for this planning process. This base map shall be provided to the consultant in a digital format compatible with AutoCAD software.
3. Providing all soils engineering/borings and engineering geotechnical testing required for the project.
4. All fees and expenses involved in federal, state agency or local permitting, plan review, etc. for the project.

F. NONDISCRIMINATION

The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical condition or age. The CONSULTANT will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, physical condition or age. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

G. CONSULTANT'S RECORDS, DOCUMENTS AND INSURANCE

1. The CONSULTANT shall maintain time records for hourly fees, design calculations and research notes in legible form and these will be made available to the OWNER, if requested.
2. The CONSULTANT shall provide the OWNER with a certificate of insurance stating coverage carried by the CONSULTANT to protect him from claims under Workman's Compensation Acts; from claims for damages because of bodily injury including death to his employees and the public, from claims for property damage and professional liability issues.
3. The CONSULTANT reserves the right to secure and maintain statutory copyright in all published books, published or unpublished drawings of a scientific or technical character, and other works related to this PROJECT in which copyright may be claimed. The OWNER shall have full rights to reproduce works under this Agreement either in whole or in part as related to this PROJECT. One copy of each drawing shall be provided in reproducible form for use by the OWNER, but the original drawings will remain the property of the CONSULTANT.

H. TERM, TERMINATION, SUCCESSORS AND ASSIGNS

1. The term of the Agreement shall be concurrent with the work authorized.
2. Termination may be accomplished by either party at any time by written notice, and shall be effective upon payment in full for all services performed to the date of receipt of such notice.
3. The OWNER and the CONSULTANT each binds itself, its partners, successors, and assigns to the other party of this Agreement, and to the partners, successors, and assigns of such other party with respect to all covenants of this Agreement.
4. Neither the OWNER nor the CONSULTANT shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

I. EXTENT OF AGREEMENT AND APPLICABLE LAW

This Agreement represents the entire and integrated Agreement between the OWNER and the CONSULTANT and supersedes all prior negotiations, representations, or Agreements, whether written or oral, with respect to the PROJECT. This Agreement may be amended only by written instrument signed by both OWNER and CONSULTANT.

IN WITNESS HEREOF the OWNER and the CONSULTANT have made and executed this Agreement, this _____ day of May, 2010

CITY OF INVER GROVE HEIGHTS

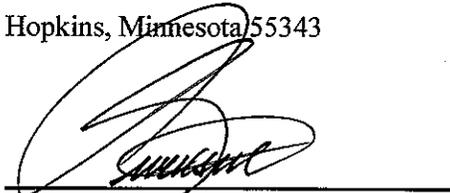
8055 Barbara Avenue

Inver Grove Heights, MN 55077

BRAUER & ASSOCIATES LTD

10417 Excelsior Blvd. Suite One

Hopkins, Minnesota 55343



George Wm. Watson, President

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER CHANGE ORDER NO. TEN FOR CITY PROJECT 2008-18 PUBLIC SAFETY ADDITION/CITY HALL RENOVATION

Meeting Date: June 14, 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. 10 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.

This Change Order is outside of that schedule because it is over \$15,000. This Change Order is for a compressed air system requested by Police Department to serve Evidence Processing, Evidence Garage, Armory, and Squad Garage. It includes compressor, tank, piping, filters and air dryer for evidence processing, hoses and fittings, and required electrical connections. During the planning of the project staff requested that this system be included. The Architect's neglected to add the system to the documents.

The Contract amount is reflected to increase a total of \$19,307 for a revised contract total of \$11,834,919.00.

Change Orders are financed from the project contingency which started at \$613,601 and is now at \$288,472 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.

PROJECT:	Inver Grove Heights Public Safety & City Hall Remodel	CHANGE ORDER NO.:	Ten (10)
		DATE:	June 14, 2010
TO CONTRACTOR:	Shaw-Lundquist Associates 2757 West Service Road St. Paul, MN 55121	ARCHITECT'S PROJECT #:	1643.01
		CONTRACT DATE:	May 19, 2009
		CONTRACT FOR:	Addition & Remodel

The contract is changed as follows:

Description	Cost	Days
1. PR 050 Air Compressor System for Labs, Evidence, Armory, and Garage	\$19,307	0

The original (Contract Sum)(Guaranteed Maximum Price) was	\$11,501,900.00
Net change by previously authorized Change Orders	\$313,712.00
The (Contract Sum)(Guaranteed Maximum Price) prior to this Change Order was	\$11,815,612.00
The (Contract Sum)(Guaranteed Maximum Price) will be	\$19,307.00
(increased)(decreased)(unchanged) by this change order in the amount of	
The new (Contract Sum)(Guaranteed Maximum Price) including this Change Order will be	\$11,834,919.00

The Contract time will be ~~(increased)~~(decreased)(unchanged). 0 Days

The dates of Substantial Completion therefore are ~~(increased)~~(decreased)(unchanged)

Phase 1A: Site Preparation & Utility Relocations	Phase 1A: July 19, 2009
Phase 1B: Construct Public Safety Addition	Phase 1B: July 20, 2010
Phase 1C: Prepare for Owner Occupancy of Phase I	Phase 1C: July 26, 2010
Phase 1D: Public Safety Move-in/ vacate Existing City Hall	Phase 1D: Sept. 7, 2010
Phase IIA: Phase II Preparation	Phase IIA: Sept. 8, 2010
Phase IIB: Construct City Hall Addition and Renovate Existing Building	Phase IIB: Aug. 9, 2011
Phase IIC: Prepare for Owner Occupancy of Phase II	Phase IIC: Aug. 30, 2011
Phase IID: City Hall Move-in	Phase IID: Sept. 23, 2011
Phase IIE: Public Safety Adjustments	Phase IIE: Oct. 4, 2011
Phase IIF: Move-in to Final Locations	Phase IIF: Oct. 11, 2011

Authorized:

BKV Group, Inc.

ARCHITECT

Boarman Kroos Vogel Group, Inc.
Address
222 N. 2nd Street
Minneapolis, MN 55401

CONTRACTOR

Shaw-Lundquist & Associates
Address
2757 West Service Road
St. Paul, MN 55121

OWNER

City of Inver Grove Heights
Address
8150 Barbara Avenue
Inver Grove Heights, MN 55077

BY _____

BY _____

BY _____

William Baxley

DATE

DATE

DATE

AIA DOCUMENT G701 * CHANGE ORDER * 1987 EDITION * AIA - COPYRIGHT 1987 *
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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

APPROVE PURCHASE OF TASK CHAIRS FOR PUBLIC SAFETY ADDITION/CITY HALL RENOVATION

Meeting Date: June 14, 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 Approve the purchase of task chairs related to the completion of the Public Safety Addition.

SUMMARY With the completion of the Public Safety Addition nearing we need to purchase desk or task chairs for staff.

We brought in nine different chairs from various vendors and had employees test them out over a period of two weeks. They were to then complete an on-line survey that ranked their choice of chairs. The top three were then brought back and people were to test them out and again complete an on-line survey ranking the chairs. The Allsteel #19 chair was the chair favored by 52.5 per cent of the respondents.

We received a price from Henricksen PSG for \$25,947.11 for 40 desk chairs. Henricksen PSG has access to the Hennepin County Contract for Allsteel chairs, so we are saving \$1,000 over list price on each chair.

These desk chairs are for all staff except police officers. The police officers requested another chair that was better accommodating to their equipment (gun belt) and that was bid in the ancillary furniture bid.

We had prepared the budget with an estimate of \$624,528 for furniture. The Council previously approved \$337,616 for the systems furniture. With the purchase of task chairs for Phase One occupation, we're fairly confident that adequate funds remain for the purchase of a fewer number of task chairs for Phase Two occupation.

The funds for this 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.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

APPROVE THE PURCHASE OF ANCILLARY FURNITURE FOR THE PUBLIC SAFETY ADDITION/CITY HALL RENOVATION

Meeting Date: June 14, 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 Approve purchase of ancillary furniture for the Public Safety Addition/City Hall Renovation.

SUMMARY A RFP was posted for the ancillary furniture package and Vendors were asked to quote on nine groups of furniture; Conference Room Seating, Private Office Side Chairs/Reception Chairs, Conference Room/Training Room Chairs, Interview Room Soft Seating/End Table/ Reception Table, Training Room Tables, Conference Room Tables, Patrol Task Chairs, Lateral Files, Marker Boards Case File Room.

The total purchase price of the combined groups is \$119,328.53, though the total of each individual group is under \$25,000. For purchases under \$25,000 we are required to get one quote per group in an open market situation. The vendors were given the opportunity to quote on any of the groups and two vendors provided the lowest quotes in more than one group.

We had prepared the budget with an estimate of \$624,528 for furniture. The Council previously approved \$337,616 for the systems furniture. With the purchase of this ancillary furniture for Phase One occupation, we're fairly confident that adequate funds remain for the further purchase of ancillary furniture for Phase Two occupation.

The funds for this 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.

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

ATTORNEYS AT LAW

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

TO: Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: June 10, 2010
RE: Absentee Ballot Board Ordinance – June 14, 2010 Council Meeting

Section 1. Background. The ordinance establishing the Absentee Ballot Board for the City is on the agenda for the first reading June 14, 2010.

In the wake of the Coleman-Franken recount, the Minnesota Legislature recently enacted many changes to absentee ballot voting in the state. Among these changes is the requirement that all cities create Absentee Ballot Boards. Because the City does not have an Absentee Ballot Board, this ordinance is presented for the Council's consideration.

On June 25, 2010, the City will begin mailing absentee ballots to registered voters for the August 10 primary.

Section 2. Requested Action. The Council is requested to consider suspending the rules regarding three readings, which requires a unanimous vote. This will facilitate timely creation of the Absentee Ballot Board before the first absentee ballots must be reviewed for acceptance or rejection under the new absentee ballot law.

Ord. No. 10-

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

AN ORDINANCE AMENDING CHAPTER 7 OF TITLE 1
OF THE INVER GROVE HEIGHTS CITY CODE
TO ESTABLISH AN ABSENTEE BALLOT BOARD

The City Council of the City of Inver Grove Heights does ordain:

SECTION 1. Chapter 7 of Title 1 of the 2008 City Code is hereby amended to read as follows:

TITLE 1
CHAPTER 7
ELECTIONS

1-7-6: ABSENTEE BALLOT BOARD.

- A. **Purpose.** The purpose and intent of this section is to establish an Absentee Ballot Board as required by Minnesota Statute Section 203B.121, Subd. 1. The Absentee Ballot Board will bring uniformity in the process of accepting or rejecting returned absentee ballots in the city.
- B. **Membership of Absentee Ballot Board.** The Absentee Ballot Board shall consist of a sufficient number of election judges as provided in Minnesota Statute Section 205B.19 to 204B.22 and may include city staff trained as election judges.
- C. **Duties of Absentee Ballot Board.** The Absentee Ballot Board shall perform the duties set forth in Minnesota Statutes Chapters 200 through 212.

SECTION 2. Effective Date. This ordinance shall take effect June 25, 2010.

Passed this _____ day of _____, 2010.

George Tourville, Mayor

Attest

Melissa Rheaume, Deputy City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Acceptance of Bids and Award of Contract for 2010 Pavement Management Program, City Project No. 2010-12 – 59th Street East Street Improvements

Meeting Date: June 14, 2010
Item Type: Regular
Contact: Thomas J. Kaldunski, 651.450.2572
Prepared by: Steve W. Dodge, Asst. City Engineer SWD
Reviewed by: Thomas J. Kaldunski, City Engineer TJK

Table with 2 columns: Fiscal/FTE Impact and selection options. The 'Other' option is selected with an 'X'.

PURPOSE/ACTION REQUESTED

Consider resolution awarding contract for 2010 Pavement Management Program, City Project No. 2010-12 – 59th Street East Street Improvements.

SUMMARY

Bids were opened at 10:00 a.m. on June 9, 2010 for the subject project. Three contractors submitted bids. The low bidder was submitted by Frattalone Companies in the amount of \$150,176.44.

I recommend that the City Council adopt the resolution accepting the bids and awarding the contract for City Project No. 2010-12 – 59th Street East Street Improvements to Frattalone Companies for a total bid amount of \$150,176.44.

TJK/kf
Attachments: Resolution
Bid Minutes

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

**RESOLUTION ACCEPTING BIDS AND AWARDING CONTRACT TO FRATTALONE COMPANIES FOR 2010
PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2010-12 – 59TH STREET EAST STREET
IMPROVEMENTS IN THE AMOUNT OF \$150,176.44**

RESOLUTION NO. _____

WHEREAS, pursuant to an advertisement for bids for the 2010 Pavement Management Program, City Project 2010-12 – 59th Street East Street Improvements, 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.

Company	Addendums No. 1 & 2 Acknowledged	5% Bid Bond	Base Bid
Frattalone Companies	Yes	Yes	\$150,176.44
Max Steininger	Yes	Yes	\$167,575.23
Aslakson's Blacktopping	Yes	Yes	\$175,922.70

WHEREAS, Frattalone Companies, is the lowest responsible bidder for a total bid amount of \$150,176.44.

**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 Frattalone Companies in the name of the City of Inver Grove Heights, for the 2010 Pavement Management Program, City Project 2010-12, 59th Street East Street Improvements, 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. 2010-12 – 59th Street East Street Improvements shall be funded through special assessments to the benefiting properties and the Pavement Management Fund.

Adopted by the City Council of Inver Grove Heights this 14th day of June 2010.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy Clerk

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

Minutes of Bid Opening on Wednesday, June 9th, 2010 at 10:00 a.m.

CITY PROJECT NO. 2010-12
59TH STREET EAST STREET IMPROVEMENTS

Pursuant to an advertisement for bids for City Project No. 2010-12 – 59th Street East Street Improvements, an administrative meeting was held on June 9, 2010 for the purpose of bid opening. Bids were opened and read aloud.

Attending the meeting were:

Scott D. Thureen, Public Works Director
Thomas J. Kaldunski, City Engineer
Mike Edwards, Senior Engineering Technician
Kathleen J. Fischer, Public Works Support Specialist
Deb Leske, Max Steininger
Steven Buche, Frattalone Companies
Aaron Aslakson, Aslakson's Blacktopping

Bids were opened and read aloud as follows:

Company	Addendums No. 1 & 2 Acknowledged	5% Bid Bond	Base Bid
Frattalone Companies	Yes	Yes	\$150,176.44
Max Steininger	Yes	Yes	\$167,575.23
Aslakson's Blacktopping	Yes	Yes	\$175,922.70

Submitted by:


Kathleen J. Fischer, Public Works Support Specialist

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Accepting the Proposal from Gorman Surveying, Inc. for Construction Staking Services for the 2010 Pavement Management Program – City Project 2010-12 – 59th Street East Street Improvements

Meeting Date: June 14, 2010
 Item Type: Regular
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Thomas J. Kaldunski, City Engineer

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, Utility Fund

PURPOSE/ACTION REQUESTED

Consider adopting a resolution accepting proposal from Gorman Surveying, Inc. in the amount of \$4,385.50 for construction staking for City Project No. 2010-12 – 59th Street East Street Improvements.

SUMMARY

As a part of the 2010 Pavement Management Program, 59th Street East Street Improvements has been identified for construction in 2010. Gorman Surveying, Inc. has provided a proposal for \$4,385.50 for construction staking.

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 projects, be selected as the surveyor for City Project No. 2010-12 – 59th Street East Street Improvements.

Public Works recommends adoption of the resolution accepting the proposal from Gorman Surveying, Inc. in the amount of \$4,385.50 for construction staking for City Project No. 2010-12 – 59th Street East Street Improvements.

SWD/kf
 Attachments: Resolution
 Proposal

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION ACCEPTING THE PROPOSAL FROM GORMAN SURVEYING, INC. FOR
CONSTRUCTION STAKING FOR THE 2010 PAVEMENT MANAGEMENT PROGRAM – CITY
PROJECT NO. 2010-12 – 59TH STREET EAST STREET IMPROVEMENTS IN THE AMOUNT OF
\$4,385.50**

RESOLUTION NO. _____

WHEREAS, as part of the City's 2010 Pavement Management Program, City Project No. 2010-12 59th Street East Street Improvements has been identified as an improvement project which will start in 2010; and

WHEREAS, in order to complete the construction staking 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 staking firm for the 2010 Pavement Management Program – City Project No. 2010-12 59th Street East Street Improvements.

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 \$4,385.50 for construction staking services for the 2010 Pavement Management Program – City Project No. 2010-12 – 59th Street East Street Improvements.

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

59th Street East Improvements
Construction Staking - Revised

June 9, 2010

To: Steve W. Dodge, P.E.
Assistant City Engineer
City of Inver Grove Heights

Project: 59th Street East Improvements
Construction Staking
City of Inver Grove Heights (2010-12)

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

Concrete Curb and Retaining Wall

- Stake Curb Radius, Mid Points and PVI
- Stake One Side of Residential Driveways
- Stake 25ft Intervals for Retaining Wall
- Stake 25ft Intervals for Edge Bituminous (Alley)
- Stake 25ft Intervals for Concrete Curb Curve Lengths
- Stake 50ft Intervals for Concrete Curb Straight Lengths

As-Built Survey upon Completion

- Elevation on top of Hydrants (Level Loop Survey)
- Elevation on Manholes and/or Catch Basins

Right-of-Way Easement Survey

- Research Easement along 59th Street and the Alley
- Stake Right-of-Way along 59th Street and the Alley

Base Bid for Construction Staking.....\$4,385.50

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 Accepting the Proposal from American Engineering Testing, Inc. for Materials Testing Services for the 2010 Pavement Management Program – City Project 2010-12 – 59th Street East Street Improvements

Meeting Date: June 14, 2010
 Item Type: Regular
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Thomas J. Kaldunski, City Engineer

	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, Utility Fund

PURPOSE/ACTION REQUESTED

Consider adopting a resolution accepting proposal from American Engineering Testing, Inc. (AET) in the amount of \$10,916.25 for materials testing services for City Project No. 2010-12 – 59th Street East Street Improvements.

SUMMARY

As part of the 2010 Pavement Management Program, 59th Street East Street Improvements (including the alley from 59th Street to Linden Street) has been identified for reconstruction in 2010. The proposed \$10,916.25 in materials testing services of AET will consist of soil observation and testing, concrete testing, bituminous mixture testing, pre-condition survey and vibration recording.

City staff has reviewed the proposal, work scope, and \$10,916.25 proposed fee and found them comparable to past projects. Based upon these factors, along with their past experience, and positive performance on previous projects, it is recommended that AET be selected for materials testing services for City Project No. 2010-12 – 59th Street East Street Improvements. The addendum for litigation reimbursement to the AET agreement is attached.

Public Works recommends adoption of the resolution accepting the proposal from American Engineering Testing, Inc. in the amount of \$10,916.25 for materials testing services for City Project No. 2010-12 – 59th Street East Street Improvements.

SWD/kf

Attachments: Resolution
 Proposal
 Addendum No. 1 to agreement

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION ACCEPTING THE PROPOSAL FROM AMERICAN ENGINEERING TESTING, INC.
FOR MATERIALS TESTING SERVICES FOR THE 2010 PAVEMENT MANAGEMENT PROGRAM –
CITY PROJECT NO. 2010-12 – 59TH STREET EAST STREET IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, as part of the City's 2010 Pavement Management Program, the 59th Street East Street Improvements 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 projects, and the scope and associated fee for the proposed services, it was decided that American Engineering Testing, Inc. be selected as the materials 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 \$10,916.25 for materials testing services for the 2010 Pavement Management Program – City Project No. 2010-12 – 59th Street East Street Improvements.

Adopted by the City Council of Inver Grove Heights, Minnesota this 14th day of June 2010.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk



June 2, 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
59th Street East Street Improvements
City Project 2010-12
Inver Grove Heights, Minnesota
AET Proposal No. 20-09954

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 roadway grading, retaining wall construction, bituminous surfacing and concrete curbs. We understand that the scope of the majority of the testing for the project will be similar to that outlined by the Mn/DOT Schedule of Materials Control.

Scope of Services

Based on 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.

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 to perform observation of subgrade test roll procedures. If requested, we will also visit the site to observe excavations for construction of retaining wall foundations. We estimate about 3 site visits may be needed to provide these services.



During placement of fill, select granular borrow, or Class 5 base in the pavement areas and backfill for the retaining wall construction, 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. Our services will include the following:

- Compaction tests to evaluate the density of fill soils, select granular borrow material and embankment or retaining wall backfill soils.
- Compaction tests to evaluate the density of the aggregate base material using the dynamic cone penetrometer (DCP) method or nuclear 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 9 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 on a will-call basis, when requested by the City of Inver Grove Heights. These services will be performed by Concrete Field Engineering Technicians. 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.

We estimate that about 1 set of cylinders will be required and that about 1 site visit will be required to perform the testing.

Bituminous Mixture Testing

Testing or sample collection 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)

If requested, after the completion of each days paving we will obtain core samples of the in-place mixture. We estimate the coring will consist of about 4 cores. 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 seven 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 you may request use of engineering seismographs 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. Since the extent of vibration recording which may be performed (if any) is not known, the estimated cost of this work is not included in this proposal.

Technical Review of Retaining Wall Design

The project plans show that two retaining walls ranging in height from about 3½ ft to 6½ ft. will be constructed. We assume that these walls will consist of MDE (mechanically stabilized earth)

modular concrete unit type design. We understand that a design submittal for the retaining walls will be submitted to the City as part of the contracting process. We assume that the submittal will include detailed drawings, design calculations, and global stability analyses. If a geotechnical exploration has been performed, we request this information be provided to us to assist in our review. Our review will include the following:

- Site visit by AET geotechnical engineer to observe current site conditions.
- Review retaining wall designer's submittal, and determine if adequate information is provided for determination of global stability and sliding stability issues.
- Check global stability calculations using standard computer programs (either ReSSA or SLOPE/W software).
- Check retaining wall design computations to see if they conform to either NCMA or FHWA design standards.
- Prepare a final written report of comments and recommendations.

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 estimated test quantities and our previous experience with similar projects in the City of Inver Grove Heights. Our estimated total cost will be \$10,916.25.

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. We will consider the estimated total cost of \$10,916.25 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.

City of Inver Grove Heights
AET Project No. 20-09954
June 3, 2010
Page 5 of 5

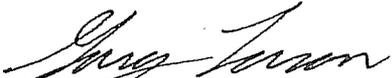
Acceptance

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 Tabulation (two pages)

PROPOSAL ACCEPTED BY:

Signature: _____

Typed Name: _____

Company: _____

Date: _____

FEE SCHEDULE
PROJECT TESTING SERVICES
59TH STREET E. STREET IMPROVEMENTS
INVER GROVE HEIGHTS, MINNESOTA
AET PROPOSAL No. 20-09954
CITY PROJECT NO. 2010-12

SERVICE DESCRIPTION	PROJECT BUDGET			TOTAL AMOUNTS INVOICED TO DATE		Invoice Amount Through	
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT	# Units	Amount	# Units	Amount
Excavation Observations and Compaction Testing							
1. Staff Engineer I or Senior Engineering Assistant for observations of retaining wall foundation excavations, subgrade test rolls, consultation and reporting (services provided on a will-call basis -assumes 3 visits to the site).	8 hours	\$90.00	\$720.00	0.0	\$0.00	0.0	\$0.00
2. Engineering Technician mobilization for soil compaction testing, Aggregate Base compaction testing or Penetration Index Method testing (DCP), and sample collection (services provided on a will-call basis - assumes 9 trips to the jobsite).	9 trips	\$35.00	\$315.00	0.0	\$0.00	0.0	\$0.00
3. Personal or Company vehicle mileage (Engineers).	81 miles	\$0.65	\$52.65	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.	9 hours	\$62.00	\$558.00	0.0	\$0.00	0.0	\$0.00
5. Standard Proctor tests (Method B or C).	5 tests	\$80.00	\$400.00	0.0	\$0.00	0.0	\$0.00
6. Oil content test on reclaimed bituminous sample.	1 tests	\$125.00	\$125.00	0.0	\$0.00	0.0	\$0.00
7. Sieve tests of select granular fill and Class 5 aggregate base.	4 tests	\$80.00	\$320.00	0.0	\$0.00	0.0	\$0.00
8. Relative moisture test of Class 5, select granular borrow and embankment fill(MnDOT method).	0 tests	\$20.00	\$0.00	0.0	\$0.00	0.0	\$0.00
9. Nuclear Density Guage Rental.	9 days	\$10.00	\$90.00	0.0	\$0.00	0.0	\$0.00
Concrete Testing							
1. Engineering Technician for testing of concrete. (services provided on a will-call basis).	0 hours	\$60.00	\$0.00	0.0	\$0.00	0.0	\$0.00
2. Engineering Technician mobilization for concrete testing (services provided on a will-call basis - assumes 1 trip to the jobsite).	1 trips	\$35.00	\$35.00	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 (1 set of 4 cylinders, includes handling of non-tested cylinders).	4 cyl.	\$20.00	\$80.00	0.0	\$0.00	0.0	\$0.00
5. Concrete cylinder pick-up service from jobsite.	1 trips	\$55.00	\$55.00	0.0	\$0.00	0.0	\$0.00
Bituminous Testing							
1. Engineering Technician sampling of bituminous materials, (services provided on a will-call basis - assumes 2 trips to the jobsite).	4 hours	\$62.00	\$248.00	0.0	\$0.00	0.0	\$0.00
2. Personal or Company vehicle mileage (Engineers and Technicians).	54 miles	\$0.65	\$35.10	0.0	\$0.00	0.0	\$0.00
3. Removal of cores from finished bituminous surface, if required. (minimum of 4 per trip)	4 cores	\$70.00	\$280.00	0.0	\$0.00	0.0	\$0.00
4. Thickness and density tests of companion bituminous core samples.	4 tests	\$35.00	\$140.00	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
7. Tests of Bituminous mixture properties (gyratory method).	2 tests	\$475.00	\$950.00	0.0	\$0.00	0.0	\$0.00

FEE SCHEDULE
 PROJECT TESTING SERVICES
 59TH STREET E. STREET IMPROVEMENTS
 INVER GROVE HEIGHTS, MINNESOTA
 AET PROPOSAL No. 20-09954
 CITY PROJECT NO. 2010-12

SERVICE DESCRIPTION	PROJECT BUDGET			TOTAL AMOUNTS INVOICED TO DATE		Invoice Amount Through		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT	# Units	Amount	# Units	Amount	
<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 7 single-family residences).	27 hours	\$95.00	\$2,565.00	0.0	\$0.00	0.0	\$0.00	
2. Personal or Company vehicle mileage (Engineers).	150 miles	\$0.65	\$97.50	0.0	\$0.00	0.0	\$0.00	
3. Seismograph rental on basis of machine days - if requested.	0 days	\$80.00	\$0.00	0.0	\$0.00	0.0	\$0.00	
4. Staff Engineer for vibration recording, equipment installation and operation, consultation and reporting - if requested	0 hours	\$95.00	\$0.00	0.0	\$0.00	0.0	\$0.00	
<i>Project Management & Coordination</i>								
1. Project Manager for coordination of AET personnel and activities, attending pre-construction meeting, consultation and report preparation.	10 hours	\$93.00	\$930.00	0.0	\$0.00	0.0	\$0.00	
2. Principal Engineer for special consultation and retaining wall shop drawing review. We estimate this fee will be in the range of \$2,000 to \$3,000, depending on the completeness of the submittals from the contractor/designer.	20 hours	\$146.00	\$2,920.00	0.0	\$0.00	0.0	\$0.00	
ESTIMATED BUDGET			\$10,916.25	TOTAL INVOICED TO DATE		\$0.00	MONTHLY INVOICE TOTAL	\$0.00

**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 59th Street East Street Improvements project 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 7th day of June, 2010.

American Engineering Testing, Inc.

By: Jeffery K. Vay
Its: Vice President, Geotechnical Div.

City of Inver Grove Heights

By: _____
George Tourville, Mayor

Attest:

Melissa Rheame, Deputy City Clerk