

INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, AUGUST 9, 2010
8150 BARBARA AVENUE
7:30 P.M.

1. CALL TO ORDER
2. ROLL CALL
3. PRESENTATIONS:
4. CONSENT AGENDA – All items on the Consent Agenda are considered routine and have been made available to the City Council at least two days prior to the meeting; the items will be enacted in one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from this Agenda and considered in normal sequence.
 - A. Minutes – July 26, 2010 Regular Council Meeting _____
 - B. Resolution Approving Disbursements for Period Ending August 4, 2010 _____
 - C. Pay Voucher No. 14 for City Project No. 2008–18, Public Safety Addition/City Hall Renovation Project _____
 - D. Pay Voucher No. 3 for City Project No. 2009–24, Rock Island Swing Bridge Project _____
 - E. Approve Addendum No. 2 for Heritage Village Park Clean Fill and Topsoil Agreement with Carl Bolander & Sons _____
 - F. Pay Voucher No. 4 for City Project 2008–18, Public Safety Addition/City Hall Renovation Low Voltage Contractors _____
 - G. Pay Voucher No. 5 for City Project 2008–18, Public Safety Addition/City Hall Renovation Low Voltage Contractors _____
 - H. Resolution Approving Professional Services Agreement with WSB & Associates, Inc. for City Project No. 2010–40, Northwest Area Collector Street System Study _____
 - I. Resolution Identifying the Need for Livable Communities Demonstration Account Funding and Authorizing Application for Grant Funds for the Concord Neighborhood _____
 - J. Approve Contract for Geotechnical Services to Sample and Test Pond Sediments at Three Storm Water Facility Maintenance Locations _____
 - K. Approve Parking Restrictions on Dehrer Court _____
 - L. Resolution Authorizing Feasibility Study and Approving Individual Project Order No. 16 with Kimley–Horn and Associates, Inc. for City Project No. 2010–22, Ravine Pond Railroad Erosion Mitigation Improvements _____

- M. Accept Grant Money from the Minnesota Department of Public Safety to Purchase Five In-Squad Camera Systems _____
- N. Approve Individual Massage Therapist License – Jennifer Englin–Gillings _____
- O. Approve Temporary Liquor License – Inver Hills Community College _____
- P. Personnel Actions _____

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

6. **PUBLIC HEARINGS:**

7. **REGULAR AGENDA:**

COMMUNITY DEVELOPMENT:

A. **GEORGE CAMERON;** Consider a resolution approving a Variance from front yard setbacks to construct a building 20 feet from the front yard setback for property located at the corner of Concord Boulevard and 65th Street. _____

B. **VERMILLION STATE BANK;** Consider the following resolutions for property located at 2975 80th Street:

- i) A Major Site Plan Review to construct a 2,000 square foot addition to the existing bank building _____
- ii) A Conditional Use Permit to exceed the maximum 25% impervious surface requirement in the Shoreland Overlay District _____

FINANCE:

C. **CITY OF INVER GROVE HEIGHTS;** Call for the Sale of Three Bond Issues _____

PARKS AND RECREATION:

D. **CITY OF INVER GROVE HEIGHTS;** Third Reading of an Ordinance Amending Title 5, Chapter 8 Regarding Diseased Trees _____

8. **MAYOR AND COUNCIL COMMENTS**

9. **ADJOURN**

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, JULY 26, 2010 - 8150 BARBARA AVENUE**

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, July 26, 2010, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:30 p.m. Present were Council members Grannis, Klein, Madden, and Piekarski Krech; City Administrator Lynch, Assistant City Administrator Teppen, City Attorney Kuntz, Public Works Director Thureen, Parks & Recreation Director Carlson, Community Development Director Link, Finance Director Lanoue, and Deputy Clerk Rheume.

3. PRESENTATIONS: None.

4. CONSENT AGENDA:

Councilmember Grannis removed Item 4A, Minutes of July 12, 2010 Regular Council Meeting, and Item 4T, Consider Request of Kladek, Inc. for a Temporary Liquor License Extension to a Designated Outdoor Area on August 7, 2010, from the Consent Agenda.

Councilmember Madden removed Item 4G, Accept Grant for the Rock Island Swing Bridge from the State of Minnesota, from the Consent Agenda.

Citizen Ed Gunter requested that Item 4H, Approve the Purchase and Installation of Signs for the Way-Finding Signage Project, be removed from the Consent Agenda.

- B. Resolution No. 10-107** Approving Disbursements for Period Ending July 21, 2010
- C.** Set Monday, August 30, 2010 at 6:00 p.m. as a Special Meeting of the City Council
- D.** Consider Approval of Cart Path Replacement Plan for Inver Wood Golf Course
- E.** Accept Energy Grant from the State of Minnesota for the Veterans Memorial Community Center Energy Improvements
- F.** Authorize Specifications and Direct Staff to Seek Bids for Energy Improvement Projects at the Veterans Memorial Community Center
- I.** Accept Donation of Emergency Beacon Lights to the Inver Grove Heights Police Department from the Inver Grove Heights Days Committee
- J.** Consider Change Order No. 5 and Pay Voucher No. 7 for City Project No. 2008-09F, Salem Hills Farm Street Reconstruction/Mill and Overlay
- K.** Consider Pay Voucher No. 8 for City Project No. 2009-09D, South Grove Urban Street Reconstruction – Area 4
- L.** Consider Change Order No. 2 and Pay Voucher No. 2 for City Project No. 2010-09D, South Grove Urban Street Reconstruction – Area 5
- M.** Request Authorization to Enter into an Agreement with Pioneer Engineering to Complete to as-built Record Plan for Southern Terrace Estates
- N. Resolution No. 10-108** Calling for Hearing on Proposed Assessments, Declaring Costs to be Assessed and **Resolution No. 10-109** Ordering Preparation of Proposed Assessments for 2008 Pavement Management Program – City Project No. 2008-09F, Salem Hills Farm Street Reconstruction/Mill and Overlay
- O.** Request to Authorize Erosion Repairs on Inver Grove Trail per the Joint Powers Agreement with Dakota County
- P.** Request to Review and Authorize Geotechnical Services Agreement to Review Settlement on Clark Road
- Q. Resolution No. 10-110** Authorizing Feasibility Study for 2010 Pavement Management Program - City Project No. 2010-09J, 65th Street Improvements to serve Cameron's Liquor Store

- R. **Resolution No. 10-111** Accepting Individual Project Order No. 14B to Kimley-Horn & Associates, Inc. for Additional Construction Phase Services for City Project No. 2008-09F, Salem Hills Farm Street Reconstruction/Mill and Overlay
- S. Consider Approval of a Grant Agreement with Dakota County for Gap Study and Community Survey
- U. Personnel Actions

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

Ayes: 5

Nays: 0 Motion carried.

- A. Minutes – July 12, 2010 Regular Council Meeting

Councilmember Grannis asked that page six (6) of the minutes reflect that Councilmember Klein was in favor of pursuing a four-year mayoral term.

Councilmember Klein added that he supported the change to a four-year term because it would give the Mayor more time to see their agenda through to completion.

Mayor Tourville clarified that no formal action was taken on the item.

Motion by Grannis, second by Madden, to approve the Minutes of the July 12, 2010 Regular Council Meeting with the suggested changes

Ayes: 5

Nays: 0 Motion carried.

- G. Accept Grant for the Rock Island Swing Bridge from the State of Minnesota

Councilmember Madden explained that he wanted people to know that money was received from a number of outside sources for the Rock Island Swing Bridge project.

Motion by Klein, second by Madden, to Accept a Grant for the Rock Island Swing Bridge from the State of Minnesota

Ayes: 5

Nays: 0 Motion carried.

- H. Approve the Purchase and Installation of Signs for the Way-Finding Signage Project

Ed Gunter, 6671 Concord Boulevard, questioned if the new signage would be used to mark the trail as well as other points of interest such as parks and libraries.

Mr. Carlson responded that the intent of the project is to identify all of the public trails and to highlight public points of interest.

Mr. Gunter asked if the signs for the Mississippi River Trail would be removed now that the Mississippi River Regional Trail has been completed.

Mr. Carlson explained that the Mississippi River Trail is different from the regional trail. He indicated that signage would change once the Mississippi River Regional Trail has a complete connection through the community. He noted that would be handled by Mn/DOT and Dakota County.

Motion by Klein, second by Grannis, to Approve the Purchase and Installation of Signs for the Way-Finding Signage Project

Ayes: 5

Nays: 0 Motion carried.

- T. Consider Request of Kladek, Inc. for a Temporary Liquor License Extension to a Designated Outdoor Area on August 7, 2010

Councilmember Grannis clarified that the organization now has an active non-profit status.

Motion by Madden, second by Grannis, to Approve the Request from Kladek, Inc. for a Temporary Liquor License Extension to a Designated Outdoor Area on August 7, 2010

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT:

Ed Gunter, 6671 Concord Boulevard, stated he was looking at the Mississippi River Trail at 66th and Concord and noticed that the county installed a water fountain, bench and trash barrel. He explained that over the weekend the trash barrel was completely filled up and he questioned who was responsible for picking up the garbage.

Mr. Carlson stated the county is responsible for maintenance and indicated he would follow up with them to rectify the issue.

6. PUBLIC HEARINGS: None.

7. REGULAR AGENDA:

PARKS AND RECREATION:

A. CITY OF INVER GROVE HEIGHTS; Second Reading of an Ordinance Amending Title 5, Chapter 8 Regarding Diseased Trees

Mr. Carlson stated the proposed ordinance amendment would make changes to the existing diseased tree ordinance. He explained minor language and grammatical changes were made since the first reading to provide the flexibility to order a removal once a tree becomes a threat to cause harm to a person or property as directed by MNDA.

Motion by Klein, second by Madden, to Approve the Second Reading of an Ordinance Amending Title 5, Chapter 8 regarding Diseased Trees

Ayes: 5

Nays: 0 Motion carried.

PUBLIC WORKS:

B. CITY OF INVER GROVE HEIGHTS; Resolution Approving Joint Powers Agreement between Dakota County and the City of Inver Grove Heights for Right-of-Way Acquisition for the Realignment of 80th Street (C.R. 28) east of T.H. 3 (County Project No. CP 28-48)

Mr. Thureen stated this item was discussed at the July 12th Council meeting and the Council requested additional information. He explained an email was sent to the Council earlier in the week to provide the additional information that was requested.

Councilmember Piekarski Krech opined that it is premature to spend the money on this now when the realignment may not occur for another three (3) to five (5) years. She stated there is no direct benefit to the city to move forward with the acquisition at this time.

Mr. Thureen stated that the realignment would be development driven. He noted that they have a willing seller and the property is needed for the realignment.

Councilmember Klein opined that if the property is needed for the realignment it makes sense to acquire it now and to start working on the preparation of the site.

Mayor Tourville commented that acquiring the property now would probably save the city money in the long run. He stated they have a willing seller and the county's policy of a 55/45 split could change in the future.

Mr. Lynch noted that gravel would need to be mined out of the site and the City would receive the financial benefit of that process.

Councilmember Grannis stated that now may be a good time to acquire the property because the real estate market values are so favorable. He noted that the need for the property is clear as the road is slated to go right through it.

Mr. Thureen stated that while the realignment will be development driven, the project is of a very high priority. He noted there is a high likelihood that remnants of this parcel could be used to trade for remnants of other parcels that may be need for the realignment as opposed to spending money to acquire those pieces in the future. He explained that possible funding sources for the project would be the Closed Bond Fund or the Host Community Fund.

Motion by Klein, second by Grannis, to approve Resolution No. 10-112 Approving Joint Powers Agreement between Dakota County and the City of Inver Grove Heights for Right-of-Way Acquisition for the Realignment of 80th Street (C.R. 28) east of T.H. 3 (County Project No. CP 28-48)

Ayes: 4

Nays: 1 (Piekarski Krech) Motion carried.

C. CITY OF INVER GROVE HEIGHTS; Consider Resolution Receiving Feasibility Study, Scheduling Public Hearing, Authorizing Appraisal Services, and Authorizing Preparation of Plans and Specifications for City Project No. 2010-09C, Blaine Avenue (South Area) Mill and Overlay and Consider Resolution Establishing City Project No. 2010-09I Blaine Avenue (North Area) Full Depth Mill and Repave and Authorizing Appraisal Services

Mr. Thureen explained that the project is proposed to be split into two parts. He stated that the portion south of Upper 55th street is proposed to receive a bituminous mill and overlay of Blaine Avenue from 64th Street East to 1100 feet south of Upper 55th St. He explained the north portion is expected to be a more complex and expensive full depth mill and repave due to heavy traffic and block cracking in the driving lanes. He stated that staff has suggested the creation of a new project for the north half to provide time to work out design, agreements for cost sharing with adjacent businesses, and appraisals for benefitting parcels. He noted they need to have discussions with the property owners to see if they would be willing to accept assessments for the improvement.

Mr. Thureen stated the total estimated project cost is \$203,990 for the south section and \$570,520 for the north section. He noted that the proposed funding sources would include the Pavement Management Fund, Utility Fund, and special assessments.

Motion by Piekarski Krech, second by Grannis, to approve Resolution No. 10-113 Receiving Feasibility Study, Scheduling Public Hearing, Authorizing Appraisal Services, and Authorizing Preparation of Plans and Specifications for City Project No. 2010-09C, Blaine Avenue (South Area) Mill and Overlay and Resolution No. 10-114 Establishing City Project No. 2010-09I Blaine Avenue (North Area) Full Depth Mill and Repave and Authorizing Appraisal Services

Ayes: 5

Nays: 0 Motion carried.

ADMINISTRATION:

D. CITY OF INVER GROVE HEIGHTS; Consider Change Order No. 12 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation

Ms. Teppen stated the total amount of the change order is \$6,212, which brings the contingency fund to \$264,462 with the changes.

Motion by Klein, second by Madden, to Approve Change Order No. 12 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation

Ayes: 5

Nays: 0 Motion carried.

E. CITY OF INVER GROVE HEIGHTS; Consider Third Reading of an Ordinance Amending City Code and Establishing Chapter 10 of Title 1 regarding Background Investigations for Applicants for City Employment and City Licenses

Ms. Teppen explained at the first reading of the proposed ordinance Council asked that current employees be included in the background investigation requirements. She stated that staff met with Union representatives and discussed Council's desire to require current employees to undergo background investigations. She noted that the Unions were opposed to the requirements and collectively questioned what the City will do with an employee who is convicted of a crime that is not job related. She stated that the Unions indicated they would file a grievance and proceed to arbitration on the matter. She explained staff recommended that the time and expense of arbitration on this issue would not be worth proceeding. She noted that the provision dealing with children's service workers would need to be bargained with the specific union groups. She explained that staff would propose language to incorporate these requirements during upcoming negotiations. She stated the Unions have indicated that they would not oppose the children's service worker requirements, and after negotiations have concluded the ordinance can be amended.

Mayor Tourville clarified that there is a background check done on every new employee. He asked if any other cities conduct background investigations on current employees.

Ms. Teppen responded that in checking with the League of MN Cities it was found that none of them perform background checks on current employees.

Willie Krech, 9574 Inver Grove Trail, stated in the construction business employees have to renew background checks every time they move to a new site. He estimated that the employees are probably checked about three times a year at the refinery. He stated this is a routine occurrence in the private sector.

Motion by Madden, second by Klein, to adopt Ordinance No. 1216 Amending City Code and Establishing Chapter 10 of Title 1 regarding Background Investigations for Applicants for City Employment and City Licenses

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS:

Mayor Tourville reminded everyone that City Hall would be closed on Friday, July 30th and the new entrance would be on the west side of the public safety building.

Mayor Tourville clarified that precinct four for the 2010 election cycle will be located at the Veterans Memorial Community Center in Community Room #1.

9. ADJOURN: Motion by Piekarski Krech, second by Grannis, to adjourn. The meeting was adjourned by a unanimous vote at 8:22 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: August 9, 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 July 22, 2010 to August 4, 2010.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending August 4, 2010. The detail of these disbursements is attached to this memo.

General & Special Reveune	\$93,321.12
Debt Service & Capital Projects	248,379.49
Enterprise & Internal Service	58,533.19
Escrows	39,709.96
	<hr/>
Grand Total for All Funds	<u><u>\$439,943.76</u></u>

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

Attached to this summary for your action is a resolution approving the disbursements for the period July 22, 2010 to August 4, 2010 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING AUGUST 4, 2010**

WHEREAS, a list of disbursements for the period ending August 4, 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 Reveune	\$93,321.12
Debt Service & Capital Projects	248,379.49
Enterprise & Internal Service	58,533.19
Escrows	39,709.96
Grand Total for All Funds	<u><u>\$439,943.76</u></u>

Adopted by the City Council of Inver Grove Heights this 9th day of August, 2010.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/26/2010	101534	POTBELLY SANDWICH WORKS	council session	101-1000-413.50-75		7/2010	125.15
						* Total	125.15
07/28/2010	101535	ACE PAINT & HARDWARE	acct 9370	101-6000-451.60-12		7/2010	33.09
						* Total	33.09
07/28/2010	101541	AVR, INC.	35578	101-6000-451.60-16		7/2010	661.56
						* Total	661.56
07/28/2010	101543	BLOOMINGTON SECURITY SO	68837 69941	101-6000-451.40-40 101-6000-451.40-40		7/2010 7/2010	175.00 120.00
						* Total	295.00
07/28/2010	101546	CDW GOVERNMENT INC	REVERSE ENTRY SZQ9409 SZQ9409	101-4000-421.60-40 101-4000-421.60-40 101-4000-421.80-80		7/2010 7/2010 7/2010	1,441.84- 1,441.84 1,441.84
						* Total	1,441.84
07/28/2010	101547	CEMSTONE PRODUCTS COMPA	1224359	101-6000-451.40-47		7/2010	78.59
						* Total	78.59
07/28/2010	101548	CITY OF SAINT PAUL	114875	101-4000-421.40-42		7/2010	189.74
						* Total	189.74
07/28/2010	101555	CRAWFORD DOOR SALES COM	125454	101-4200-423.40-40		7/2010	123.90
						* Total	123.90
07/28/2010	101558	DAKOTA COMMUNICATIONS C	IG201008 IG201008	101-4000-421.70-30 101-4200-423.70-50		7/2010 7/2010	24,934.00 12,466.00
						* Total	37,400.00
07/28/2010	101559	DAKOTA COUNTY LUMBER CO	cust 6	101-4200-423.60-18		7/2010	107.13
						* Total	107.13
07/28/2010	101561	DAKOTA CTY PROPERTY REC	april 2010 april 2010 april 2010	101-2000-415.30-70 101-4000-421.30-70 101-5100-442.30-70		7/2010 7/2010 7/2010	2.24 9.12 38.64
						* Total	50.00
07/28/2010	101572	FARMERS MILL & ELEVATOR	TF032577 TF033322	101-6000-451.60-30 101-6000-451.60-30		7/2010 7/2010	742.78 1,410.48
						* Total	2,153.26
07/28/2010	101574	FIRE EQUIPMENT SPECIALT	6679	101-4200-423.60-40		7/2010	102.07
						* Total	102.07
07/28/2010	101577	FRATTALONE COMPANIES IN	1006051	101-5200-443.60-16		7/2010	32.00
						* Total	32.00
07/28/2010	101578	G & K SERVICES	1182494734 1182494734	101-5200-443.60-45 101-6000-451.60-45		7/2010 7/2010	19.83 23.63
						* Total	43.46

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/28/2010	101580	GERTENS	205011	101-6000-451.60-16		7/2010	40.57
						* Total	40.57
07/28/2010	101581	GORMAN SURVEYING, INC	7056	101-5200-443.40-46		7/2010	4,911.50
						* Total	4,911.50
07/28/2010	101585	HOME DEPOT CREDIT SERVI	acct 6035322502554813	101-4200-423.40-40		7/2010	316.19
						* Total	316.19
07/28/2010	101587	HUNERBERG CONSTRUCTION	job canceled	101-0000-322.10-00		7/2010	212.40
						* Total	212.40
07/28/2010	101589	INFINITY WIRELESS	27991	101-4200-423.50-20		7/2010	307.53
			27997	101-4200-423.40-42		7/2010	105.00
						* Total	412.53
07/28/2010	101592	INVERCITY PRINTING INC	107005	101-5100-442.50-30		7/2010	198.91
						* Total	198.91
07/28/2010	101595	LANOUE, ANN	mileage	101-2000-415.50-65		7/2010	19.50
			mngfoa - fee	101-2000-415.50-75		7/2010	15.00
						* Total	34.50
07/28/2010	101604	MINNESOTA SHREDDING LLC	253643730	101-2000-415.70-60		7/2010	1,545.00
			253644221	101-2000-415.70-60		7/2010	286.00
						* Total	1,831.00
07/28/2010	101608	MN LIFE INSURANCE CO	policy 27324	101-0000-203.09-00		7/2010	1,872.22
			policy 27324	101-1100-413.20-62		7/2010	67.14
			policy 27324	101-2000-415.20-62		7/2010	96.63
			policy 27324	101-3000-419.20-62		7/2010	39.41
			policy 27324	101-3200-419.20-62		7/2010	30.53
			policy 27324	101-3300-419.20-62		7/2010	58.51
			policy 27324	101-4000-421.20-62		7/2010	495.67
			policy 27324	101-4200-423.20-62		7/2010	41.08
			policy 27324	101-5000-441.20-62		7/2010	25.08
			policy 27324	101-5100-442.20-62		7/2010	102.87
			policy 27324	101-5200-443.20-62		7/2010	74.26
			policy 27324	101-6000-451.20-62		7/2010	94.29
						* Total	2,997.69
07/28/2010	101609	MN NCPERS LIFE INSURANC	AUGUST 2010	101-0000-203.16-00		7/2010	384.00
						* Total	384.00
07/28/2010	101612	MOORE MEDICAL LLC	81330774	101-4200-423.60-65		7/2010	38.78
						* Total	38.78
07/28/2010	101613	MSFCA	attendee mike mcmonigal	101-4200-423.50-80		7/2010	25.00
						* Total	25.00
07/28/2010	101614	MTI DISTRIBUTING CO	745050	101-6000-451.40-47		7/2010	197.46
			746183	101-6000-451.40-47		7/2010	331.84
						* Total	529.30

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/28/2010	101616	NATURE CALLS, INC.	14670 14673	101-6000-451.40-65 101-6000-451.40-65		7/2010 7/2010 * Total	318.75 318.75 637.50
07/28/2010	101617	NEENAH FOUNDRY COMPANY	714580 714580	101-5200-443.60-16 101-6000-451.40-47		7/2010 7/2010 * Total	199.11 597.28 796.39
07/28/2010	101618	NEXTEL COMMUNICATIONS	acct 573073317	101-1100-413.50-20		7/2010 * Total	37.93 37.93
07/28/2010	101619	NEXTEL COMMUNICATIONS	acct 487383319	101-6000-451.50-20		7/2010 * Total	386.43 386.43
07/28/2010	101621	NEXTEL COMMUNICATIONS	acct 266948529	101-4000-421.50-20		7/2010 * Total	766.90 766.90
07/28/2010	101622	NEXTEL COMMUNICATIONS	acct 249383315	101-5200-443.50-20		7/2010 * Total	64.08 64.08
07/28/2010	101623	NEXTEL COMMUNICATIONS	acct 266183728070	101-4200-423.50-30		7/2010 * Total	469.73 469.73
07/28/2010	101629	QWEST	acct 6515520672	101-6000-451.50-20		7/2010 * Total	41.48 41.48
07/28/2010	101630	QWEST	acct 6514530219	101-6000-451.50-20		7/2010 * Total	41.48 41.48
07/28/2010	101632	REGIONS HOSPITAL	3112161	101-4000-421.30-70		7/2010 * Total	39.88 39.88
07/28/2010	101636	SHEA, CATHY	mngfoa fee	101-2000-415.50-75		7/2010 * Total	15.00 15.00
07/28/2010	101639	SPRINT	acct 16639819	101-4000-421.50-20		7/2010 * Total	120.10 120.10
07/28/2010	101640	SPRINT	acct 641378810032	101-4200-423.50-20		7/2010 * Total	39.99 39.99
07/28/2010	101643	STREICHER'S	756123	101-4000-421.60-18		7/2010 * Total	397.70 397.70
07/28/2010	101647	T MOBILE	acct 494910368	101-5100-442.50-20		7/2010 * Total	49.99 49.99
07/28/2010	101649	TELVENT DTN	PARKS STREETS	101-6000-451.70-50 101-5200-443.50-70		7/2010 7/2010 * Total	692.00 692.00 1,384.00
07/28/2010	101651	TOTAL CONSTRUCTION & EQ	47310	101-4200-423.40-40		7/2010 * Total	798.50 798.50

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/28/2010	101652	TWIN CITIES OCCUPATIONA	101684042	101-1100-413.30-50		7/2010	105.00
						* Total	105.00
07/28/2010	101654	U OF M - CCE REGISTRATI	REGISTRATION	101-5200-443.50-80		7/2010	70.00
						* Total	70.00
07/28/2010	101656	VERMEER SALES & SERVICE	P49989	101-6000-451.40-50		7/2010	845.76
						* Total	845.76
07/28/2010	101659	XCEL ENERGY	acct 5147791673	101-6000-451.40-10		7/2010	118.86
			acct 5147791673	101-6000-451.40-20		7/2010	1,241.97
						* Total	1,360.83
08/04/2010	101665	ARROW MOWER, INC.	2657	101-5200-443.60-16		8/2010	36.80
						* Total	36.80
08/04/2010	101684	HOME DEPOT CREDIT SERVI	acct 6035322502061959	101-5200-443.60-16		8/2010	132.85
						* Total	132.85
08/04/2010	101685	IKON OFFICE SOLUTIONS	acct 82585214	101-6000-451.40-65		8/2010	29.28
						* Total	29.28
08/04/2010	101688	KIMBALL MIDWEST	1578319	101-5200-443.60-16		8/2010	336.98
						* Total	336.98
08/04/2010	101693	PINE BEND LANDFILL	57710	101-5200-443.60-16		8/2010	350.54
						* Total	350.54
08/04/2010	101696	RCM SPECIALTIES INC	3056	101-5200-443.40-46		8/2010	7,875.00
						* Total	7,875.00
08/04/2010	101698	S & T OFFICE PRODUCTS	1144	101-6000-451.60-65		8/2010	44.14
			1320	101-3300-419.60-40		8/2010	48.48
						* Total	92.62
08/04/2010	101702	TDS METROCOM	acct 6515540132	101-4000-421.50-20		8/2010	130.27
			acct 6515540132	101-4200-423.50-20		8/2010	155.77
			acct 6515540132	101-6000-451.50-20		8/2010	34.80
						* Total	320.84
08/04/2010	101703	TEPPEN, JENELLE	food during move	101-1100-413.50-75		8/2010	61.38
			supplies	101-1100-413.60-65		8/2010	59.98
						* Total	121.36
08/04/2010	101705	TOTAL REPAIR, INC.	22397	101-5200-443.40-66		8/2010	2,449.00
			22398	101-5200-443.40-66		8/2010	2,725.00
						* Total	5,174.00
08/04/2010	101706	TRACTOR SUPPLY CREDIT P	acct 6035301200183679	101-5200-443.60-16		8/2010	21.28
			acct 6035301200183679	101-6000-451.60-65		8/2010	17.20
			acct 6035301200183679	101-5200-443.60-16		8/2010	36.40
			acct 6035301200183679	101-5200-443.60-40		8/2010	12.81
			acct 6035301200183679	101-6000-451.60-40		8/2010	160.68

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08/04/2010	101706	TRACTOR SUPPLY CREDIT P	acct 6035301200183679	101-6000-451.60-12		8/2010	23.69
			acct 6035301200183679	101-5200-443.60-16		8/2010	7.49
			acct 6035301200183679	101-5200-443.60-16		8/2010	36.40
			acct 6035301200183679	101-5200-443.60-16		8/2010	82.44
						* Total	398.39
				60 Checks	** Fund Total		78,106.49
08/04/2010	101666	BENGTSON, NICOLE	postage	201-1600-465.50-35		8/2010	8.56
			mileage	201-1600-465.50-65		8/2010	38.60
			lunche	201-1600-465.50-75		8/2010	46.54
						* Total	93.70
08/04/2010	101676	ENDORSE COMMUNICATIONS	134	201-1600-465.30-70		8/2010	1,500.00
						* Total	1,500.00
08/04/2010	101677	ENSEMBLE CREATIVE & MAR	IGH07192010	201-1600-465.50-25		8/2010	1,500.00
						* Total	1,500.00
				3 Checks	** Fund Total		3,093.70
07/28/2010	101570	EMMONS & OLIVIER RESOUR	95002316	425-5907-725.30-70	0507	7/2010	241.50
						* Total	241.50
				1 Checks	** Fund Total		241.50
07/28/2010	101581	GORMAN SURVEYING, INC	7064	427-5917-727.30-32	0717	7/2010	175.00
						* Total	175.00
				1 Checks	** Fund Total		175.00
07/28/2010	101562	DAKOTA CTY SOIL & WATER	2034	428-5922-728.30-70	0822	7/2010	360.00
						* Total	360.00
07/28/2010	101590	INSTAWARES, LLC	inver grove police dept	428-5918-728.80-50	0818	7/2010	297.60
						* Total	297.60
07/28/2010	101598	MCGHIE BETTS, INC	19837	428-5918-728.70-60	0818	7/2010	1,269.00
			19838	428-5918-728.70-60	0818	7/2010	302.00
						* Total	1,571.00
				3 Checks	** Fund Total		2,228.60
07/28/2010	101638	SHORT ELLIOTT HENDRICKS	232883	429-5924-729.30-70	0924	7/2010	18,679.36
						* Total	18,679.36
08/04/2010	101689	LAMETTI & SONS, INC.	rock island swing project	429-5924-729.80-30	0924	8/2010	217,202.74
						* Total	217,202.74
				2 Checks	** Fund Total		235,882.10
07/28/2010	101563	DAKOTA CTY SOIL & WATER	2033	440-5900-740.30-70	1009D	7/2010	180.00
						* Total	180.00

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07/28/2010	101581	GORMAN SURVEYING, INC	7037E 7044	440-5900-740.30-32 440-5900-740.30-32	1009D 1009D	7/2010 7/2010	175.00 9,394.00 * Total 9,569.00
07/28/2010	101605	MN DEPT OF TRANSPORTATI	PA000188461	440-5900-740.30-70	1009D	7/2010	103.29 * Total 103.29
				3 Checks	** Fund Total		9,852.29
07/28/2010	101535	ACE PAINT & HARDWARE	503388 503404	501-7100-512.60-16 501-7100-512.60-16		7/2010 7/2010	9.61 11.83 * Total 21.44
07/28/2010	101573	FERGUSON WATERWORKS	SO1260258	501-7100-512.60-40		7/2010	368.86 * Total 368.86
07/28/2010	101578	G & K SERVICES	1182494734	501-7100-512.60-45		7/2010	29.09 * Total 29.09
07/28/2010	101583	HANCO CORPORATION	529452	501-7100-512.40-42		7/2010	61.51 * Total 61.51
07/28/2010	101586	HOME DEPOT CREDIT SERVI	acct 6035322502691268	501-7100-512.60-16		7/2010	303.70 * Total 303.70
07/28/2010	101602	METAL SUPERMARKETS	91359857	501-7100-512.40-40		7/2010	278.24 * Total 278.24
07/28/2010	101608	MN LIFE INSURANCE CO	policy 27324	501-7100-512.20-62		7/2010	57.84 * Total 57.84
07/28/2010	101614	MTI DISTRIBUTING CO	745147	501-7100-512.60-16		7/2010	336.58 * Total 336.58
07/28/2010	101637	SHERWIN-WILLIAMS	01328 97526 98789	501-7100-512.60-16 501-7100-512.60-16 501-7100-512.60-16		7/2010 7/2010 7/2010	47.79 92.78 12.19 * Total 152.76
07/28/2010	101649	TELVENT DTN	UTILITIES	501-7100-512.30-70		7/2010	692.00 * Total 692.00
08/04/2010	101698	S & T OFFICE PRODUCTS	JIM SWEENEY	501-7100-512.40-40		8/2010	313.50 * Total 313.50
08/04/2010	101702	TDS METROCOM	acct 6515540132	501-7100-512.50-20		8/2010	210.99 * Total 210.99
				12 Checks	** Fund Total		2,826.51
07/26/2010	101533	WHEELER, DOUG & RACHEL	REQUESTED CREDIT REFUND	502-0000-116.00-00		7/2010	135.42 * Total 135.42

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07/28/2010	101578	G & K SERVICES	1182494734	502-7200-514.60-45		7/2010	12.47
						* Total	12.47
07/28/2010	101608	MN LIFE INSURANCE CO	policy 27324	502-7200-514.20-62		7/2010	38.16
						* Total	38.16
				3 Checks	** Fund Total		186.05
07/28/2010	101535	ACE PAINT & HARDWARE	503347	503-8600-527.40-42		7/2010	2.91
						* Total	2.91
07/28/2010	101536	ALL STAR PRO GOLF, INC.	216318	503-8000-521.60-65		7/2010	707.16
						* Total	707.16
07/28/2010	101539	ARCTIC GLACIER, INC.	438019703	503-8300-524.60-65		7/2010	97.48
			43802006	503-8300-524.60-65		7/2010	135.00
						* Total	232.48
07/28/2010	101549	CLEVELAND GOLF	3279731	503-8200-523.76-25		7/2010	80.71
			3280564	503-8200-523.76-25		7/2010	80.71
						* Total	161.42
07/28/2010	101550	COCA COLA BOTTLING COMP	0138515011	503-8300-524.76-10		7/2010	701.55
						* Total	701.55
07/28/2010	101551	COLLEGE CITY BEVERAGE	715417	503-8300-524.76-15		7/2010	333.25
						* Total	333.25
07/28/2010	101553	COPY RIGHT	47935	503-8000-521.50-30		7/2010	948.36
			47953	503-8500-526.50-30		7/2010	95.55
						* Total	1,043.91
07/28/2010	101565	DEX MEDIA EAST	acct 110360619	503-8500-526.50-25		7/2010	85.20
						* Total	85.20
07/28/2010	101567	EASY PICKER GOLF PRODUC	19890	503-8100-522.40-42		7/2010	640.30
						* Total	640.30
07/28/2010	101578	G & K SERVICES	1182494735	503-8600-527.60-45		7/2010	79.80
						* Total	79.80
07/28/2010	101579	GARY'S PEST CONTROL	46481	503-8500-526.40-40		7/2010	91.18
						* Total	91.18
07/28/2010	101582	GRANDMA'S BAKERY	49166	503-8300-524.76-05		7/2010	42.98
			49444	503-8300-524.76-05		7/2010	45.87
			49754	503-8300-524.76-05		7/2010	51.65
			49997	503-8300-524.76-05		7/2010	51.65
			50269	503-8300-524.76-05		7/2010	42.98
			50514	503-8300-524.76-05		7/2010	42.98
			50816	503-8300-524.76-05		7/2010	45.87
						* Total	323.98

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07/28/2010	101583	HANCO CORPORATION	528322	503-8600-527.60-14		7/2010	257.06
						* Total	257.06
07/28/2010	101593	JJ TAYLOR DIST. COMPANY	1414407	503-8300-524.76-15		7/2010	350.00
						* Total	350.00
07/28/2010	101597	M. AMUNDSON LLP	90300	503-8300-524.76-05		7/2010	302.35
						* Total	302.35
07/28/2010	101600	MENARDS - WEST ST. PAUL	70908	503-8600-527.60-12		7/2010	25.13
						* Total	25.13
07/28/2010	101608	MN LIFE INSURANCE CO	policy 27324	503-8000-521.20-62		7/2010	16.66
			policy 27324	503-8500-526.20-62		7/2010	25.35
			policy 27324	503-8600-527.20-62		7/2010	43.30
						* Total	85.31
07/28/2010	101624	NIKE USA, INC.	927474298	503-8200-523.76-20		7/2010	51.44
						* Total	51.44
07/28/2010	101626	PERFORMANCE DRAFT COMPA	720010	503-8300-524.40-42		7/2010	40.00
						* Total	40.00
07/28/2010	101627	PRECISION TURF & CHEMIC	35008	503-8600-527.60-35		7/2010	2,622.14
						* Total	2,622.14
07/28/2010	101644	SUPERIOR GOLF CARS	034143	503-8400-525.40-41		7/2010	257.14
						* Total	257.14
07/28/2010	101650	TITLEIST	1875916	503-8200-523.76-45		7/2010	784.24
						* Total	784.24
07/28/2010	101655	US FOODSERVICE	3774278	503-8300-524.60-65		7/2010	550.23
			3774278	503-8300-524.76-05		7/2010	594.93
						* Total	1,145.16
07/28/2010	101658	WENZEL HEATING & AIR	67034	503-8500-526.60-65		7/2010	200.00
			67034	503-8600-527.80-80		7/2010	9,970.00
						* Total	10,170.00
07/28/2010	101661	YOCUM OIL COMPANY, INC.	acct 506975	503-8400-525.60-21		7/2010	1,063.66
						* Total	1,063.66
08/04/2010	101664	ARCTIC GLACIER, INC.	438020403	503-8300-524.60-65		8/2010	97.48
			438020701	503-8300-524.60-65		8/2010	92.12
						* Total	189.60
08/04/2010	101669	COCA COLA BOTTLING COMP	0138515409	503-8300-524.76-10		8/2010	756.94
						* Total	756.94
08/04/2010	101670	COLLEGE CITY BEVERAGE	715460	503-8300-524.76-15		8/2010	612.20
						* Total	612.20

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
08/04/2010	101674	DRAFT TECHNOLOGIES	726105J	503-8300-524.40-42		8/2010	30.00
						* Total	30.00
08/04/2010	101680	G & K SERVICES	1182505789	503-8600-527.60-45		8/2010	85.44
						* Total	85.44
08/04/2010	101681	GRANDMA'S BAKERY	51080	503-8300-524.76-05		8/2010	48.76
			51324	503-8300-524.76-05		8/2010	48.76
			51613	503-8300-524.76-05		8/2010	54.54
			51865	503-8300-524.76-05		8/2010	54.54
			52138	503-8300-524.76-05		8/2010	40.09
			52392	503-8300-524.76-05		8/2010	42.98
			52656	503-8300-524.76-05		8/2010	46.40
						* Total	336.07
08/04/2010	101682	HEGGIES PIZZA	1027080	503-8300-524.76-05		8/2010	161.70
						* Total	161.70
08/04/2010	101690	M. AMUNDSON LLP	90732	503-8300-524.76-05		8/2010	171.17
						* Total	171.17
08/04/2010	101694	PRECISION TURF & CHEMIC	35089	503-8600-527.60-30		8/2010	2,670.49
						* Total	2,670.49
08/04/2010	101708	US FOODSERVICE	3813808	503-8300-524.76-05		8/2010	56.60
			3813808	503-8300-524.76-10		8/2010	79.93
			3870341	503-8300-524.76-05		8/2010	648.57
			3870341	503-8300-524.76-10		8/2010	374.21
						* Total	1,159.31
				35 Checks	** Fund Total		27,729.69
07/28/2010	101557	CRYSTAL CAVES	1026	504-6100-452.50-90	R20120	7/2010	88.00
						* Total	88.00
07/28/2010	101560	DAKOTA CTY PARKS DEPT	SFT3288	504-6100-452.50-90	R20140	7/2010	75.00
						* Total	75.00
07/28/2010	101566	DUFFY, COLLEEN	canceled class	504-0000-347.00-00	R40160	7/2010	43.00
						* Total	43.00
07/28/2010	101568	ELUMBA, JOAN	class canceled	504-0000-347.00-00	R40900	7/2010	30.00
						* Total	30.00
07/28/2010	101575	FIRKUS, DAVID	class canceled	504-0000-347.00-00	R40900	7/2010	30.00
						* Total	30.00
07/28/2010	101588	IGH BASEBALL ASSOCIATIO	RAKING SRVS	504-6100-452.60-09	R90100	7/2010	261.02
						* Total	261.02
07/28/2010	101596	LAVIN LACROSSE LLC	215	504-6100-452.60-09	R40200	7/2010	614.53
						* Total	614.53

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/28/2010	101601	MENDOTA HGTS ATHLETIC A	UMPIRES	504-6100-452.30-70	R40100	7/2010	262.50
						* Total	262.50
07/28/2010	101603	MEYMAN, SAMANTHA	payroll 7/16/10	504-6100-452.10-30	R41000	7/2010	34.63
						* Total	34.63
07/28/2010	101608	MN LIFE INSURANCE CO	policy 27324	504-6100-452.20-62	R90100	7/2010	61.31
						* Total	61.31
07/28/2010	101610	MN WILDFIRE	canceled field use	504-0000-207.03-00		7/2010	8.65
			canceled field use	504-0000-347.10-00	R60600	7/2010	121.35
						* Total	130.00
07/28/2010	101620	NEXTEL COMMUNICATIONS	acct 302193319	504-6100-452.50-20	R90100	7/2010	85.03
						* Total	85.03
07/28/2010	101633	SANCHEZ, DEANNA	class canceled	504-0000-347.00-00	R40900	7/2010	30.00
						* Total	30.00
07/28/2010	101634	SAVE A LIFE	1176	504-6100-452.30-70	R90100	7/2010	515.00
						* Total	515.00
07/28/2010	101642	STAATS	50259	504-6100-452.60-09	R41000	7/2010	288.58
						* Total	288.58
07/28/2010	101648	TARGET BANK	acct 9370	504-6100-452.60-09	R30800	7/2010	62.78-
						* Total	62.78-
07/28/2010	101653	TWIN CITY TRUCK & VAN R	8843	504-6100-452.40-50	R20680	7/2010	96.09
						* Total	96.09
08/04/2010	101673	DOYLE, RYAN	fees	504-6100-452.30-70	R40200	8/2010	60.00
						* Total	60.00
08/04/2010	101675	DRKULAS 32 BOWL	439959	504-6100-452.50-90	R20120	8/2010	24.00
						* Total	24.00
08/04/2010	101679	FIRST IMPRESSION GROUP,	4225920	504-6100-452.50-35	R90100	8/2010	1,142.50
						* Total	1,142.50
08/04/2010	101685	IKON OFFICE SOLUTIONS	acct 82585214	504-6100-452.40-65	R90100	8/2010	263.56
						* Total	263.56
08/04/2010	101691	MATHER, JOSEPH	class canceled	504-0000-347.00-00	R40630	8/2010	20.00
						* Total	20.00
08/04/2010	101692	MRPA	REGISTRATION	504-6100-452.50-80	R90100	8/2010	39.00
						* Total	39.00
08/04/2010	101700	SAM'S CLUB	acct 771509065702540	504-6100-452.60-09	R20140	8/2010	190.29
						* Total	190.29
					24 Checks	** Fund Total	4,321.26

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07/28/2010	101537	AMERICAN LEGION	baseball	505-6200-453.50-25	C91000	7/2010	110.00
						* Total	110.00
07/28/2010	101538	AMERICAN RED CROSS	R9006852	505-6200-453.60-18	C50000	7/2010	467.00
						* Total	467.00
07/28/2010	101540	AUGE, MICHAEL	cancelled class	505-0000-352.35-00	C51000	7/2010	54.00
						* Total	54.00
07/28/2010	101542	BENGSTON, KATIE	cancelled class	505-0000-352.35-00	C71000	7/2010	34.00
						* Total	34.00
07/28/2010	101550	COCA COLA BOTTLING COMP	0118558924	505-6200-453.76-10	C30400	7/2010	427.70
			0128453330	505-6200-453.76-10	C30100	7/2010	271.00
			0178332521	505-6200-453.76-10	C30200	7/2010	246.18
						* Total	402.88
07/28/2010	101552	COMCAST	acct 8772105910127188	505-6200-453.50-20	C10000	7/2010	178.88
						* Total	178.88
07/28/2010	101554	CRARY, AMY	letters for jackets	505-6200-453.60-45	C70000	7/2010	46.00
						* Total	46.00
07/28/2010	101608	MN LIFE INSURANCE CO	policy 27324	505-6200-453.20-62	C70000	7/2010	124.20
						* Total	124.20
07/28/2010	101611	MONEY MAILER OF THE TWI	4536	505-6200-453.50-25	C91000	7/2010	400.00
						* Total	400.00
07/28/2010	101618	NEXTEL COMMUNICATIONS	acct 573073317	505-6200-453.50-20	C30400	7/2010	378.44
						* Total	378.44
07/28/2010	101625	OXYGEN SERVICE COMPANY,	03144858	505-6200-453.40-50	C16000	7/2010	13.47
						* Total	13.47
07/28/2010	101628	PUSH PEDAL PULL	23784	505-6200-453.40-42	C70000	7/2010	169.68
						* Total	169.68
07/28/2010	101635	SCHAUMANN, SUSAN	EXPENSE REPORT	505-6200-453.50-70	C70000	7/2010	13.20
						* Total	13.20
07/28/2010	101645	SUPERMEDIA LLC	act 390001924527	505-6200-453.50-25	C91000	7/2010	87.00
						* Total	87.00
07/28/2010	101648	TARGET BANK	acct 9370	505-6200-453.60-65	C65100	7/2010	97.54
						* Total	97.54
08/04/2010	101671	COMDATA	acct rh172	505-6200-453.76-10	C65100	8/2010	170.90
						* Total	170.90
08/04/2010	101679	FIRST IMPRESSION GROUP,	4225920	505-6200-453.50-35	C95000	8/2010	1,142.50
						* Total	1,142.50

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
08/04/2010	101685	IKON OFFICE SOLUTIONS	acct 82585214	505-6200-453.40-65	C10000	8/2010	439.26
						* Total	439.26
08/04/2010	101692	MRPA	REGISTRATION	505-6200-453.50-80	C10100	8/2010	39.00
						* Total	39.00
08/04/2010	101699	SAM'S CLUB	acct 7715090061606950	505-6200-453.60-11	C25000	8/2010	42.62
			acct 7715090061606950	505-6200-453.60-65	C65100	8/2010	1,056.29
			acct 7715090061606950	505-6200-453.76-05	C30300	8/2010	38.82
			acct 7715090061606950	505-6200-453.76-10	C65100	8/2010	16.12
						* Total	1,153.85
08/04/2010	101700	SAM'S CLUB	acct 771509065702540	505-6200-453.60-65	C65100	8/2010	183.48
						* Total	183.48
08/04/2010	101701	SPRUNG SERVICES	58841	505-6200-453.40-40	C25000	8/2010	630.50
						* Total	630.50
08/04/2010	101702	TDS METROCOM	acct 6515540132	505-6200-453.50-20	C10000	8/2010	106.59
						* Total	106.59
08/04/2010	101709	VISTAR CORPORATION	28497009	505-6200-453.60-65	C65100	8/2010	790.18
			28497009	505-6200-453.76-05	C30400	8/2010	567.12
						* Total	1,357.30
				24 Checks	** Fund Total		7,799.67
07/28/2010	101608	MN LIFE INSURANCE CO	policy 27324	602-2100-415.20-62		7/2010	2.14
						* Total	2.14
				1 Checks	** Fund Total		2.14
07/28/2010	101535	ACE PAINT & HARDWARE	503348	603-5300-444.40-40		7/2010	5.87
						* Total	5.87
07/28/2010	101544	BOYER TRUCKS - PARTS DI	421438	603-5300-444.40-41		7/2010	329.10
						* Total	329.10
07/28/2010	101545	CARQUEST OF ROSEMOUNT	1596130840	603-5300-444.40-41		7/2010	46.58
			1596130936	603-5300-444.40-41		7/2010	14.52
			1596131038	603-5300-444.40-41		7/2010	10.68
			1596131043	603-0000-145.50-00		7/2010	99.52
			1596131095	603-0000-145.50-00		7/2010	102.51
			1596131096	603-0000-145.50-00		7/2010	26.73
			1596131227	603-5300-444.60-12		7/2010	6.13
			1596131354	603-5300-444.40-41		7/2010	29.95
			1596131393	603-5300-444.40-41		7/2010	89.20
			1596131423	603-0000-145.50-00		7/2010	20.99
						* Total	446.81
07/28/2010	101564	DEALER AUTOMOTIVE SERVI	4124022	603-5300-444.40-41		7/2010	435.63
						* Total	435.63

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/28/2010	101569	EMERGENCY AUTOMOTIVE TE	0629101	603-5300-444.40-41		7/2010	62.50
			0629102	603-5300-444.40-41		7/2010	910.58
			0701103	603-5300-444.40-41		7/2010	96.75-
			0701103A	603-5300-444.40-41		7/2010	214.72
						* Total	1,091.05
07/28/2010	101571	FACTORY MOTOR PARTS COM	13402507	603-5300-444.40-41		7/2010	101.14
						* Total	101.14
07/28/2010	101576	FORCE AMERICA, INC.	01345426	603-5300-444.40-41		7/2010	37.41
						* Total	37.41
07/28/2010	101578	G & K SERVICES	1182494734	603-5300-444.40-65		7/2010	78.87
			1182494734	603-5300-444.60-45		7/2010	21.97
						* Total	100.84
07/28/2010	101583	HANCO CORPORATION	5242227	603-5300-444.60-40		7/2010	41.85
						* Total	41.85
07/28/2010	101591	INVER GROVE FORD	5041211	603-5300-444.40-44		7/2010	63.02
						* Total	63.02
07/28/2010	101594	KIMBALL MIDWEST	1548465	603-5300-444.60-12		7/2010	114.68
						* Total	114.68
07/28/2010	101608	MN LIFE INSURANCE CO	policy 27324	603-5300-444.20-62		7/2010	37.62
						* Total	37.62
07/28/2010	101622	NEXTEL COMMUNICATIONS	acct 249383315	603-5300-444.50-20		7/2010	242.25
						* Total	242.25
07/28/2010	101625	OXYGEN SERVICE COMPANY,	07435334	603-5300-444.60-12		7/2010	64.64
						* Total	64.64
07/28/2010	101631	R & R SPECIALTIES OF WI	45376	603-5300-444.40-41		7/2010	68.46
						* Total	68.46
07/28/2010	101641	ST. JOSEPH EQUIPMENT, I	179347	603-5300-444.40-41		7/2010	80.63
						* Total	80.63
07/28/2010	101660	YOCUM OIL COMPANY, INC.	989675	603-0000-145.60-00		7/2010	4,766.97
			989722	603-0000-145.60-00		7/2010	9,571.20
						* Total	14,338.17
07/28/2010	101662	ZIEGLER INC	1214433	603-5300-444.40-41		7/2010	24.07
						* Total	24.07
08/04/2010	101667	CARQUEST OF ROSEMOUNT	1596131448	603-0000-145.50-00		8/2010	31.10
			1596131549	603-5300-444.60-12		8/2010	16.30
			1596131631	603-5300-444.40-41		8/2010	169.33
			1596131692	603-0000-145.50-00		8/2010	26.89
			1596131705	603-0000-145.50-00		8/2010	8.27
			1596131729	603-5300-444.40-41		8/2010	6.26

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	258.15
08/04/2010	101668	CLAREY'S SAFETY EQUIPME	2871	603-5300-444.40-41		8/2010	540.90
						* Total	540.90
08/04/2010	101678	FACTORY MOTOR PARTS COM	13410729	603-5300-444.40-41		8/2010	39.74
			13411098	603-5300-444.40-41		8/2010	91.85
			13415651	603-5300-444.40-41		8/2010	10.50-
						* Total	121.09
08/04/2010	101686	INVER GROVE FORD	5041606	603-5300-444.40-41		8/2010	59.04
						* Total	59.04
08/04/2010	101698	S & T OFFICE PRODUCTS	1145	603-5300-444.60-65		8/2010	53.22
						* Total	53.22
08/04/2010	101706	TRACTOR SUPPLY CREDIT P	acct 6035301200183679	603-5300-444.60-12		8/2010	96.40
			acct 6035301200183679	603-5300-444.60-12		8/2010	21.41
						* Total	117.81
08/04/2010	101707	TRUCK UTILITIES, INC.	01213761	603-5300-444.40-41		8/2010	192.99
						* Total	192.99
08/04/2010	101710	WESTERN PETROLEUM COMPA	0232574	603-0000-145.50-00		8/2010	586.11
						* Total	586.11
				26 Checks	** Fund Total		19,552.55
07/28/2010	101608	MN LIFE INSURANCE CO	policy 27324	604-2200-416.20-62		7/2010	.98
						* Total	.98
08/04/2010	101672	COORDINATED BUSINESS SY	053736	604-2200-416.40-50		8/2010	123.75
						* Total	123.75
08/04/2010	101698	S & T OFFICE PRODUCTS	MONICA	604-2200-416.60-10		8/2010	83.61
			062810	604-2200-416.60-10		8/2010	46.11
			1144	604-2200-416.60-10		8/2010	26.73
			1312	604-2200-416.60-10		8/2010	56.02
			1312A	604-2200-416.60-10		8/2010	26.65
			1313	604-2200-416.60-10		8/2010	2.17
			1315	604-2200-416.60-10		8/2010	182.09
			1318	604-2200-416.60-10		8/2010	6.72
			1319	604-2200-416.60-10		8/2010	111.70
						* Total	541.80
08/04/2010	101699	SAM'S CLUB	acct 7715090061606950	604-2200-416.60-10		8/2010	10.69
						* Total	10.69
				4 Checks	** Fund Total		677.22
07/26/2010	101531	US POSTMASTER	UTILITY MAILING	605-3100-419.50-35		7/2010	213.21
						* Total	213.21

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/26/2010	101532	US POSTMASTER	UTILITY MAILING	605-3100-419.50-35		7/2010	1,105.38
						* Total	1,105.38
07/28/2010	101608	MN LIFE INSURANCE CO	policy 27324	605-3100-419.20-62		7/2010	8.33
						* Total	8.33
08/04/2010	101683	HILLYARD INC	6391236 6398336	605-3100-419.60-11 605-3100-419.60-11		8/2010 8/2010	176.97 62.90
						* Total	239.87
08/04/2010	101684	HOME DEPOT CREDIT SERVI	acct 6035322502061959	605-3100-419.60-16		8/2010	57.70
						* Total	57.70
08/04/2010	101687	J-C PRESS	303233	605-3100-419.50-30		8/2010	613.46
						* Total	613.46
08/04/2010	101695	QWEST	acct 6515524055	605-3100-419.50-20		8/2010	341.61
						* Total	341.61
08/04/2010	101698	S & T OFFICE PRODUCTS	VICKIE 1314 1316 1316A 1316B 1317	605-3100-419.60-65 605-3100-419.60-65 605-3100-419.60-65 605-3100-419.60-65 605-3100-419.60-65 605-3100-419.60-65		8/2010 8/2010 8/2010 8/2010 8/2010 8/2010	292.03 124.40 292.03 1,016.27 116.82 248.81
						* Total	1,506.30
08/04/2010	101702	TDS METROCOM	acct 6515540132	605-3100-419.50-20		8/2010	356.10
						* Total	356.10
				9 Checks	** Fund Total		4,441.96
07/28/2010	101556	CREATIVE VISION TECHNOL	108973	606-1400-413.30-70		7/2010	523.69
						* Total	523.69
07/28/2010	101608	MN LIFE INSURANCE CO	policy 27324	606-1400-413.20-62		7/2010	9.81
						* Total	9.81
07/28/2010	101615	MYLAN, PATRICK	software web help desk	606-1400-413.40-49		7/2010	2,141.50
						* Total	2,141.50
08/04/2010	101663	ADVANCED TECHNOLOGY SYS	55516	606-1400-413.60-10		8/2010	198.09
						* Total	198.09
08/04/2010	101698	S & T OFFICE PRODUCTS	1286	606-1400-413.60-10		8/2010	133.73
						* Total	133.73
08/04/2010	101703	TEPPEN, JENELLE	extension cords	606-1400-413.60-65		8/2010	110.25
						* Total	110.25
				6 Checks	** Fund Total		3,117.07
07/28/2010	101584	HOEFT BUILDERS INC	white pines-irrevocable	702-0000-228.97-00		7/2010	28,968.91

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/28/2010	101584	HOEFT BUILDERS INC	white pines-irrevocable	702-0000-229.01-00		7/2010	3,000.00
						* Total	31,968.91
07/28/2010	101599	MELLING, DAN	escrow-1884 86th ct	702-0000-229.98-00		7/2010	2,500.00
						* Total	2,500.00
07/28/2010	101646	SURELOCK STORAGE	irrevocable letter	702-0000-230.35-00		7/2010	2,691.44
						* Total	2,691.44
07/28/2010	101657	WASHINGTON COUNTY SHERI	jesse allen gilman	702-0000-229.10-00		7/2010	300.00
						* Total	300.00
08/04/2010	101704	THIS LITTLE PIGGY CATER	SUMMER PICNIC	702-0000-229.02-00		8/2010	2,247.34
						* Total	2,247.34
				5 Checks	** Fund Total		39,707.69
07/28/2010	101608	MN LIFE INSURANCE CO	policy 27324	703-5500-446.20-62		7/2010	2.27
						* Total	2.27
				1 Checks	** Fund Total		2.27
				223 Checks	*** Bank Total		439,943.76
				223 Checks	*** Grand Total		439,943.76

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 14 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation

Meeting Date: August 9, 2010
Item Type: Consent
Contact: Jenelle Teppen, 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: Project Fund

PURPOSE/ACTION REQUESTED Consider Pay Voucher No. 14 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 13 change orders for a total contract amount now of \$11,858,929.00

The contractor has completed the work through July 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. 14 in the amount of \$263,663.95 to Shaw Lundquist Associates for work on City Project No. 2008-18 – Public Safety Addition/City Hall Renovation.

Attachment: Pay Voucher No. 14

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAYMENT VOUCHER

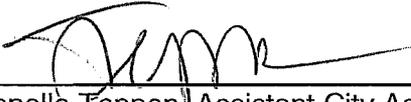
ESTIMATE NO: 14 (fourteen)
DATE: August 9, 2010
PERIOD ENDING: July 31, 2010
CONTRACT: Public Safety Addition City Hall Renovation
PROJECT NO: 2008-18 – Public Safety Addition/City Hall Renovation

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

Original Contract Amount	\$11,501,900
Total Addition	\$357,029.00
Total Deduction	\$0.00
Total Contract Amount	\$11,858,929.00
Total Value of Work to Date	\$8,415,898.00
Less Retained (5%)	\$420,794.90
Less Previous Payment	\$7,731,439.15
Total Approved for Payment this Voucher	\$263,663.95
Total Payments including this Voucher	\$7,995,103.10

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 July 31, 2010.

Signed by:  August 9, 2010
Jenelle Teppen, Assistant City Administrator

Signed by: _____
Shaw Lundquist Associates Date

Signed by: _____
George Tourville, Mayor August 9, 2010

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 11 PAGES

TO OWNER: City of Inver Grove Heights

PROJECT: Public Safety Addition and City Hall Remodel

APPLICATION NO: 14 Revised II

Distribution to:

8150 Barbara Avenue

8150 Barbara Ave.

Inver Grove Heights, MN 55077

Inver Grove Hts, MN

APPLICATION DATE:

July 30, 2010

OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR:

VIA ARCHITECT: BKV Group, Inc.

Shaw-Lundquist Associates, Inc. (09377)

222 North Second Street

Remit to: SDS 12-0699 Box 86

Minneapolis, MN 55401

PROJECT NOS:

#1643.01

CONTRACT FOR:

General Construction

CONTRACT DATE:

May 19, 2009

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	\$	357,029.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	11,858,929.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	8,415,898.00

5. RETAINAGE:

a. <u>5</u> % of Completed Work (Column D + E on G703)	\$	420,794.90
b. <u>5</u> % of Stored Material (Column F on G703)	\$	0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	420,794.90
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	7,995,103.10

8. CURRENT PAYMENT DUE	\$	7,731,439.15
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	263,663.95

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved	\$350,817.00	
in previous months by Owner		\$6,212.00
Total approved this Month	\$357,029.00	\$0.00
NET CHANGES by Change Order	\$357,029.00	

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

CONTRACTOR: SHAW-LUNDQUIST ASSOCIATES, INC.

By: Thomas J. Meyers - Vice President Date: August 4, 2010

State of: Minnesota County of: _____
 Subscribed and sworn to before me this 4th day of August, 2010

Notary Public: _____
 My Commission expires: _____

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: \$ 263,663.95

(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.)

By: [Signature] Date: 8/4/10

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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Request No. 3 – Rock Island Swing Bridge Project (City Project 2009-24)

Meeting Date: August 9, 2010
 Item Type: Regular Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Eric Carlson – Parks & Recreation

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

PURPOSE/ACTION REQUESTED

Approve pay request No. 3 in the amount of \$217,202.74 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

The project continues to move along without any issues. Pier 6, 7, and 8 have been removed from the river. Delivery of the bridge spans has been revised to the month of September, which is an improvement of approximately one month.

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAYMENT VOUCHER

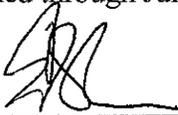
ESTIMATE NO. 3
DATE: August 3, 2010
PERIOD ENDING: July 30, 2010
CONTRACT: Rock Island Swing Bridge – City Project 2009-24
PROJECT NO: 2009-24

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, approved June 14, 2010)\$41,782.84
C. Total Deductions NA
D. TOTAL CONTRACT AMOUNT.....\$1,919,514.84
E. TOTAL VALUE OF WORK TO DATE\$623,238.46
F. LESS RETAINED 5%.....\$31,161.92
G. Less Previous Payment.....\$374,873.80
H. TOTAL APPROVED FOR PAYMENT THIS VOUCHER.....\$217,202.74
I. TOTAL PAYMENTS INCLUDING THIS VOUCHER.....\$592,076.54

APPROVALS:

Pursuant to our field observations, I hereby recommend for payment the above stated amount for work performed through July 30, 2010.

Signed by:  _____

8-3-10
Date

Signed by: _____
George Tourville, Mayor

Date

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Addendum No 2 for Heritage Village Park Clean Fill and Topsoil Agreement with Carl Bolander and Sons

Meeting Date: August 9, 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 the contract extension between Carl Bolander and Sons and the City of Inver Grove Heights for the import of clean fill and topsoil in Heritage Village Park.

SUMMARY

The City of Inver Grove Heights and Carl Bolander and Sons entered into a clean fill and topsoil supply agreement in August 2008. The City has been working on the creation of a 50-80 acre public park along the Mississippi River for the last several years (Heritage Village Park). The City acquired a 50-acre parcel from the State of Minnesota as tax forfeited property and is required to turn the parcel into a park.

The site is a former railroad site and has contaminated soils on the site. The City and the Minnesota Pollution Control Agency (MPCA) have signed a Response Action Plan (RAP) dated April 1, 2005. The RAP outlines how the City is required to remediate the contamination on the site.

A grading plan to meet the RAP has been developed for the City by Emmons and Olivier Resources. Bolander and Sons will be required to follow the grading plan, highlights of the agreement include:

- Bolander pays for all testing of imported dirt ensuring the dirt meets MPCA requirements
- Bolander must deposit approved soil, grade and compact, as directed by the City following the City created grading plan
- Bolander has until September 15, 2010 to finish the remainder of the park
- Bolander is the only contractor that can bring dirt to the park with the exception of City construction projects

To date the agreement has served the City and the contractor well and a tremendous amount of progress has been made in the park. There doesn't appear to be any downs side in this contract for the City. Bolander has the dirt available and is agreeable to the terms of the agreement.

ADDENDUM NO. 2 TO
CLEAN FILL AND TOPSOIL SUPPLY AGREEMENT

THIS ADDENDUM NO. 2 TO CLEAN FILL AND TOPSOIL SUPPLY AGREEMENT (“Addendum No. 2”) is made effective as of the 31st day of July, 2010, by and between the **City of Inver Grove Heights**, a Minnesota municipal corporation (hereafter referred to as “City”) and **Carl Bolander & Sons Co.** a Minnesota corporation, (hereafter referred to as “Bolander”). 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
RECITALS

Recital No. 1. The City and Bolander entered into a Clean Fill and Topsoil Supply Agreement effective August 12, 2008 (Agreement) with an Addendum No 1. effective December 14, 2009.

Recital No. 2. The City and Bolander desire to amend the Agreement by extending the various dates by which the obligations of Bolander are to be completed.

ARTICLE 2
AMENDMENTS

2.1 Amendment. Section 1.10 of the Agreement is hereby amended to read as follows:

1.10 Term. “Term” means the time period from and including the effective date of this Agreement until and including September 15, 2010.

2.2 Amendment. Section 3.1 of the Agreement is hereby amended to read as follows:

3.1 Delivery of Clean Fill and Topsoil. During the Term, Bolander agrees use its best efforts to transport and deliver Clean Fill and Topsoil to Heritage Village Park and to place such Clean Fill and/or Topsoil at locations identified in the Grading Plan and as directed by the Director. Bolander agrees to adhere to the following delivery milestones:

(a) Bolander shall deliver sufficient Clean Fill to establish the preliminary grading on the 11 acre portion of Heritage Village Park depicted as the "Natural Prairie" on the Grading Plan, by October 31, 2008.

(b) Bolander shall deliver sufficient Topsoil to establish the final grade on the 11 acre portion of Heritage Village Park depicted as the "Natural Prairie" on the Grading Plan, by December 31, 2008.

(c) Bolander shall deliver sufficient Clean Fill to establish the preliminary grading on the balance of Heritage Village Park depicted on the Grading Plan, by September 15, 2010.

(d) Bolander shall deliver sufficient Topsoil to establish the final grade on the balance of Heritage Village Park depicted on the Grading Plan, by September 15, 2010.

The amounts that Bolander is required to deliver shall be reduced by the amount of Clean Fill and Topsoil that is delivered to Heritage Village Park by the City during the above time frames. Bolander agrees that all earthen material delivered to Heritage Village Park shall constitute Clean Fill and Topsoil and shall meet MPCA Standards and the Remediation Plan. In the event that earthen material delivered to Heritage Village Park by Bolander does not constitute Clean Fill or Topsoil and does not meet MPCA Standards and the Remediation Plan, then Bolander, at its sole cost and expense, shall remove such earthen material from Heritage Village Park. The obligation to so remove earthen material shall survive the Term or the earlier termination of this Agreement.

2.3 Continuing Effect. All other covenants and obligations contained in the Agreement remain in full force and effect.

IN WITNESS WHEREOF, Bolander and the City have executed this Addendum No. 2 effective as of 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 9th day of August, 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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 4 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation
Low Voltage Contractors

Meeting Date: August 9, 2010
Item Type: Consent
Contact: Jenelle Teppen, Asst City Admin *JT*
Prepared by:
Reviewed by:

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

PURPOSE/ACTION REQUESTED Consider Pay Voucher No. 4 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 June 28, 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. 4 in the amount of \$38,000.00 to Low Voltage Contractors for work on City Project No. 2008-18 – Public Safety Addition/City Hall Renovation.

Attachment: Pay Voucher No. 4

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAYMENT VOUCHER

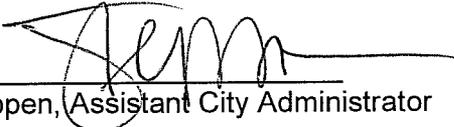
ESTIMATE NO: 4 (Four)
DATE: August 9, 2010
PERIOD ENDING: June 28, 2010
CONTRACT: Public Safety Addition City Hall Renovation
PROJECT NO: 2008-18 – Public Safety Addition/City Hall Renovation

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	185,000.00
Less Retained (5%)	\$9,250.00
Less Previous Payment	\$137,750.00
Total Approved for Payment this Voucher	\$38,000.00
Total Payments including this Voucher	\$175,750.00

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 June 28, 2010.

Signed by:  August 9, 2010
Jenelle Teppen, Assistant City Administrator

Signed by: _____
Low Voltage Contractors Date

Signed by: _____
George Tourville, Mayor August 9, 2010

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: **4**

PERIOD TO: **6/28/2010**

PROJECT NOS: **1643.01**

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

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

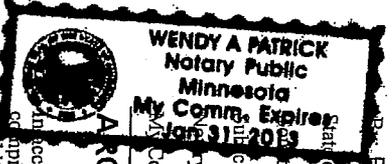
CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract Continuation Sheet, AIA 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 \$ **185,000.00**
 Column G on G703)
5. RETAINAGE
 - a. 5% % of Completed Work
 (Column D + E on G703) \$ **9,250.00**
 - b. 5% % of Stored Material
 (Column F on G703) \$ _____
 Total Retainage (line 5a + 5b or
 Total in Column I on G703) \$ **9,250.00**
6. TOTAL EARNED LESS RETAINAGE \$ **173,750.00**
 (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
 (Line 6 from prior Certificate) \$ **137,750.00**
8. CURRENT PAYMENT DUE \$ **38,000.00**
9. BALANCE TO FINISH, INCLUDING RETAINAGE
 (Line 3 less Line 6) \$ **61,250.00**

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

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By: Brian Gould Date: June 29, 2010

State of: Minnesota

My Commission expires: Jan 31, 2013

Witnessed and sworn to before me this 29th day of June, 2010

By: Wendy A. Patrick Notary Public

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 \$ **38,000.00**

(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: Wendy A. Patrick Date: 8/1/10

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights at 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: 4
 APPLICATION DATE: 06/29/10
 PERIOD TO: 06/28/10
 ARCHITECTS PROJECT NO: 1643.01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE) 5%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G - C)			
1	Material	175,049.00	\$110,500	25,000.00		135,500.00	77%	39,549.00	6,775.00
2	Wire	17,103.00	\$14,000	1,000.00		15,000.00	88%	2,103.00	750.00
3	Freight	5,388.00	\$4,000	1,000.00		5,000.00	93%	388.00	250.00
4	Labor	39,460.00	\$16,500	13,000.00		29,500.00	75%	9,960.00	1,475.00
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
		237,000.00	\$145,000.00	40,000.00		185,000.00		52,000.00	9,250.00

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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 5 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation
Low Voltage Contractors

Meeting Date: August 9, 2010
Item Type: Consent
Contact: Jenelle Teppen, Asst City Admin
Prepared by: *CT*
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. 5 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 July 23, 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. 5 in the amount of \$23,750.00 to Low Voltage Contractors for work on City Project No. 2008-18 – Public Safety Addition/City Hall Renovation.

Attachment: Pay Voucher No. 5

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAYMENT VOUCHER

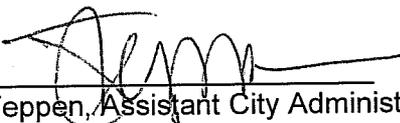
ESTIMATE NO: 5 (five)
DATE: August 9, 2010
PERIOD ENDING: July 23, 2010
CONTRACT: Public Safety Addition City Hall Renovation
PROJECT NO: 2008-18 – Public Safety Addition/City Hall Renovation

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	\$210,000.00
Less Retained (5%)	\$10,500.00
Less Previous Payment	\$175,750.00
Total Approved for Payment this Voucher	\$23,750.00
Total Payments including this Voucher	\$199,500.00

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:  August 9, 2010
Jenelle Teppen, Assistant City Administrator

Signed by: _____
Low Voltage Contractors Date

Signed by: _____
George Tourville, Mayor August 9, 2010

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

Project: **Public Safety & City Hall**

APPLICATION NO: **5**

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

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

Via Architect:

PERIOD TO: **7/23/2010**
 PROJECT NOS: **1643.01**

CONTRACT FOR:

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.

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.

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. \$ **\$210,000.00**
 (Column G on G703)

5. RETAINAGE

a. 5% % of Completed Work \$ **\$10,500.00**
 (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) \$ **\$10,500.00**

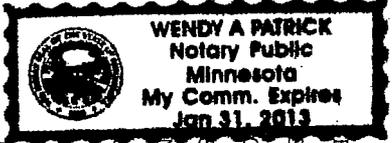
6. TOTAL EARNED LESS RETAINAGE \$ **\$199,500.00**
 (Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ **\$175,750.00**
 (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ **\$23,750.00**

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ **\$37,500.00**
 (Line 3 less Line 6)

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



By: Brian Gould Date: July 23, 2010
 State of: Minnesota
 County of: _____
 subscribed and sworn to before me this 23rd day of July, 2010
 Notary Public: Wendy A. Patrick
 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 \$ **23,750.00**

(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.)

ARCHITECT: Wendy A. Patrick Date: 8/4/10

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights at 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 fine items may apply.

APPLICATION NO: **5**
 APPLICATION DATE: **07/23/10**
 PERIOD TO: **07/23/10**
 ARCHITECTS PROJECT NO: **1643.01**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE) 5%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G - C)			
1	Material	175,049.00	\$135,500	20,000.00		155,500.00	89%	19,549.00	7,775.00
2	Wire	17,103.00	\$15,000			15,000.00	88%	2,103.00	750.00
3	Freight	5,388.00	\$5,000			5,000.00	93%	388.00	250.00
4	Labor	39,460.00	\$29,500	5,000.00		34,500.00	87%	4,960.00	1,725.00
24		237,000.00	\$185,000.00	25,000.00		210,000.00		27,000.00	10,500.00

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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Approving Professional Services Agreement with WSB & Associates, Inc. for City Project No. 2010-40 – Northwest Area Collector Street System Study

Meeting Date: August 9, 2010
Item Type: Consent
Contact: Scott D. Thureen, 651.450.2571
Prepared by: Scott D. Thureen, Public Works Director
Reviewed by: *SDT*

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

PURPOSE/ACTION REQUESTED

The Council passed a resolution authorizing staff to negotiate a professional services agreement for City Project No. 2010-40 – Northwest Area Collector Street System Study with WSB & Associates, Inc. at its July 12, 2010 regular meeting. Staff met with representatives of the firm on August 4, 2010 to finalize the scope of the agreement. The study is scheduled to be completed by the end of February 2011. The study will be funded from the Closed Bond Fund.

I recommend approving the resolution approving the attached agreement.

SDT/kf
Attachment: Resolution
Professional Services Agreement

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

**RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH WSB &
ASSOCIATES, INC. FOR CITY PROJECT NO. 2010-40 – NORTHWEST AREA COLLECTOR
STREET SYSTEM STUDY**

RESOLUTION NO. _____

WHEREAS, a study to develop the proposed location of the collector street system for the Northwest Area was authorized; and

WHEREAS, on July 12, 2010, WSB & Associates, Inc. was selected for preparation of the study; and

WHEREAS, the City Council authorized staff to negotiate a professional services agreement for preparation of the study.

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

1. The professional services agreement with WSB & Associates, Inc to perform the study for \$58,770 is approved.
2. Staff is authorized to execute the agreement to perform the study.
3. The work shall be funded from the Closed Bond Fund.

Adopted by the City Council of Inver Grove Heights this 9th day of August 2010.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

WSB & ASSOCIATES, INC.
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made as of the ninth (9th) day of August, 2010, by and between the City of Inver Grove Heights, Minnesota, hereinafter referred to as Client, and WSB & Associates, Inc., hereinafter referred to as Engineer, with offices located at 701 Xenia Avenue South, Suite 300, Minneapolis, Minnesota 55416.

Witnesseth, that the Client and Engineer, for the consideration herein named, agree as follows:

SECTION 1 / GENERAL CONTRACT PROVISIONS

These provisions shall be as set forth in Exhibit A.

SECTION 2 / SCOPE OF WORK

The scope of work to be performed by Engineer is set forth in Exhibit C. The work and services to be performed hereunder and described in Exhibit C shall be referred to herein and in the General Contract Provisions as the Project.

SECTION 3 / COMPENSATION

Compensation to Engineer for services described in this agreement shall be as designated in the attached Exhibit D and as hereinafter described.

SECTION 4 / WORK SCHEDULE

The anticipated schedule is set forth in Exhibit C.

SECTION 5 / SPECIAL CONDITIONS

Special conditions, if any, are as set forth in Exhibit G.

SECTION 6 / EXHIBITS

The following initialed Exhibits are attached to and made a part of this Agreement (check all that apply):

- Exhibit A General Contract Provisions
- Exhibit B Client Responsibilities
- Exhibit C Scope of Work / Schedule
- Exhibit D Compensation
- Exhibit E Insurance Schedule
- Exhibit F Fee Schedule
- Exhibit G Special Conditions

SECTION 7 / ACCEPTANCE OF AGREEMENT

All work and services described in this agreement shall be performed by Engineer only after written acceptance of the City. The undersigned hereby accept the terms and conditions of this agreement and Engineer is hereby authorized to perform the services described herein.

CLIENT:

ADDRESS:

BY: Scott D. Thureen

SIGNATURE: _____

TITLE: Public Works Director
City of Inver Grove Heights

BY: _____

SIGNATURE: _____

TITLE: _____

WSB & ASSOCIATES, INC.

ADDRESS: 701 XENIA AVENUE SOUTH
SUITE 300
MINNEAPOLIS, MN 55416

BY: Bret A. Weiss, P.E.

SIGNATURE: _____

TITLE: President

BY: Anthony Heppelmann, P.E.

SIGNATURE: _____

TITLE: Vice President

WSB & ASSOCIATES, INC.
EXHIBIT A
GENERAL CONTRACT PROVISIONS

ARTICLE 1 – GENERAL

These general contract provisions are incorporated in and become a part of the Agreement between WSB & Associates, Inc. (hereinafter referred to as Engineer) and the other party to the Agreement (Client) for the provision of engineering and related services, as set out in the Agreement to which this letter is attached. Either party may be hereinafter referred to as party or, collectively, parties. The starting date will commence when authorized by the Client.

As used herein the term “Agreement” means:

- (1) The agreement for engineering, surveying and planning services;
- (2) These general contract provisions;
- (3) The attached exhibits; and
- (4) The supplemental agreement(s), where applicable.

The attached exhibits shall govern over these General Contract Provisions and the Supplemental Agreement(s), where applicable, shall govern over attached exhibits and these general provisions. The Agreement constitutes the entire understanding between the Engineer and Client. The Agreement supersedes all prior written or oral understanding and may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

ARTICLE 2 – STANDARD OF CARE

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer’s profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.

ARTICLE 3 – ADDITIONAL SERVICES

If the Engineer determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, the Engineer’s effort required to perform its services under this Agreement exceeds the estimate which formed the basis for the Engineer’s compensation, Engineer shall promptly notify the Client of that fact. Upon notification, Engineer shall be entitled to additional compensation for same, and an extension of time for completion of work absent written objection by Client.

ARTICLE 4 – LOCATION OF UNDERGROUND IMPROVEMENTS

The Engineer and/or his or her authorized subconsultant will conduct the research that in his or her professional opinion is necessary and will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. Such services by the Engineer or his or her subconsultant will be performed in a manner consistent with the ordinary standard of care. The Client recognizes that the research may not identify all underground improvements and that the information upon which the Engineer relies may contain errors or may not be completed.

The Client agrees, to the fullest extent permitted by law, to waive all claims and causes of action against the Engineer and anyone for whom the Engineer may be legally liable, for claims by Client or its contractors of delay or additional compensation relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by the Engineer.

ARTICLE 5 – CONSTRUCTION OBSERVATION

If requested by Client, Engineer shall visit the project during construction to become familiar with the progress and quality of the contractors’ work and to determine if the work is proceeding, in general, in accordance with plans, specifications or other contract documents prepared by Engineer for the Client. The Client has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. Engineer does not guarantee the performance of, and shall have no responsibility for, the acts, errors or omissions of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any work on the project.

Client acknowledges Engineer will not direct, supervise or control the work of contractors or their subcontractors, nor shall Engineer have authority over or responsibility for the contractors means, methods, or procedures of construction. Engineer’s services do not include review or evaluation of the Client’s, contractor’s or subcontractor’s safety measures, or job site safety.

For Client-observed projects, the Engineer shall be entitled to rely upon and accept representations of the Client's observer. If the Client desires more extensive project observation or full-time project representation, the Client shall request such services be provided by the Engineer as an Additional Service. Engineer and Client shall then enter into a Supplemental Agreement detailing the terms and conditions of the requested project observation.

ARTICLE 6 – OPINIONS OF PROBABLE COST

Opinions, if any, of probable cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for are made or to be made on the basis of the Engineer's experience and qualifications and represent the Engineer's best judgment as an experienced and qualified professional design firm. The parties acknowledge, however, that the Engineer does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and any evaluation of any facility to be constructed or acquired, or work of necessity must be speculative until completion of construction or acquisition. Accordingly, the Engineer does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by the Engineer and assumes no responsibility for the accuracy of opinions of Probable Construction Costs. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator as part of its Project responsibilities.

ARTICLE 7 – REUSE AND DISPOSITION OF INSTRUMENTS OF SERVICE

All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Engineer pursuant to this Agreement are Engineer's Instruments of Service and Engineer retains all ownership interests in Instruments of Service, including copyrights. The Instruments of Service are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Engineer. Files in electronic format furnished to Client are only for convenience of 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. Engineer makes no representations as to long term compatibility, usability or readability of electronic files.

If requested, at the time of completion or termination

of the work, the Engineer may make available to the Client the Instruments of Service upon (i) payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, and (ii) fulfillment of the Client's obligations under this Agreement. Any use or re-use of such Instruments of Service by the Client or others without written consent, verification or adaptation by the Engineer except for the specific purpose intended will be at the Client's risk and full legal responsibility.

The Client will, to the fullest extent permitted by law, indemnify and hold the Engineer harmless from any claim, liability or cost (including reasonable attorneys' fees, and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of these Instruments of Service by the Client or any person or entity that acquires or obtains the reports, plans and specifications from or through the Client without the written authorization of the Engineer. Under no circumstances shall transfer of Instruments of Service be deemed a sale by Engineer, and Engineer makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. Engineer shall be entitled to compensation for any consent, verification or adaptation of the Instruments of Service for extensions of the Project or any other project.

ARTICLE 8 – PAYMENTS

Payment to Engineer shall be on a lump sum or hourly basis as set out in the Agreement. Engineer is entitled to payment of amounts due plus reimbursable expenses. Client will pay the balance stated on the invoice unless Client notifies Engineer in writing of any disputed items within 15 days from the date of invoice. In the event of any dispute, Client will pay all undisputed amounts in the ordinary course, and the Parties will endeavor to resolve all disputed items. 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. Engineer 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, Engineer may, after giving seven days' written notice to Client, suspend services under this Agreement until it receives full payment for all amounts then due for services, expenses and charges.

ARTICLE 9 – HAZARDOUS MATERIALS

Notwithstanding the Scope of Services to be provided pursuant to this Agreement, it is understood and agreed that Engineer is not a user, handler, generator, operator, treater, storer, transporter or disposer of hazardous or toxic substances, pollutants or contaminants as any of the foregoing items are defined by Federal, State and/or local law, rules or regulations, now existing or hereafter amended, and which may be found or identified on any Project which is undertaken by Engineer.

The Client agrees to hold harmless, indemnify and defend Engineer and its officers, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind, except that this clause shall not apply to such liability as may arise out of Engineer's sole negligence in the performance of services under this Agreement arising from or relating to hazardous or toxic substances, pollutants, or contaminants specifically identified by the Client and included within Engineer's services to be provided under this Agreement.

ARTICLE 10 – INSURANCE

Engineer has procured general and professional liability insurance. On request, Engineer will furnish client with a certificate of insurance detailing the precise nature and type of insurance, along with applicable policy limits.

ARTICLE 11 – TERMINATION

This Agreement may be terminated by either party upon thirty days' written notice without cause. In the event of termination, copies of plans, reports, specifications, electronic drawing/data files (CADD), field data, notes, and other documents whether written, printed or recorded on any medium whatsoever, finished or unfinished, prepared by the Engineer pursuant to this Agreement and pertaining to the work or to the Project, (hereinafter "Instruments of Service"), shall be made available to the Client pursuant to Article 7. All provisions of this Agreement allocating responsibility or liability between the Client and Engineer shall survive the completion of the services hereunder and/or the termination of this Agreement.

ARTICLE 12 – INDEMNIFICATION

The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Engineer's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the Engineer is legally liable.

The Client agrees to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this Agreement.

ARTICLE 13 – ASSIGNMENT

Neither Party to this Agreement shall assign its interest in this agreement, any proceeds due under the Agreement nor any claims that may arise from services or payments due under the Agreement without the written consent of the other Party. Any assignment in violation of this provision shall be null and void.

ARTICLE 14 – CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 15 – CONFLICT RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Engineer agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a precondition to any formal legal proceedings.

ARTICLE 16 – CONFIDENTIALITY

The Engineer agrees to keep confidential and not to disclose to any person or entity, other than the Engineer's employees, subconsultants and the general contractor and subcontractors, if appropriate, any data and information furnished to the Engineer and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Engineer from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Engineer to complete services under the Agreement or defend itself from any suit or claim.

WSB & ASSOCIATES, INC.
EXHIBIT B
CLIENT RESPONSIBILITIES

The Client's responsibilities related to the services to be provided by Engineer are generally as set out below. These responsibilities can be modified through Supplemental Agreements.

In order to permit the Engineer to perform the services required under this Agreement, the Client shall, in proper time and sequence and where appropriate to the Project, at no expense to the Engineer:

1. Provide available information as to its requirements for the Project, including copies of any design and construction standards and comprehensive plans which the Client desires Engineer to follow or incorporate into its work.
2. Guarantee access to and make all provisions for the Engineer to enter upon public and private lands to enable the Engineer to perform its work under this Agreement.
3. Provide such legal, accounting and insurance counseling services as may be required for this Project.
4. Notify the Engineer whenever the Client observes or otherwise becomes aware of any defect in the Project construction or design.
5. Designate a Client Representative with authority to transmit and receive instructions and information, interpret and define the Client's policies with respect to services rendered by the Engineer, and authority to make decisions as required for Engineer to complete services required under this Agreement.
6. Act promptly to approve all pay requests, Supplemental Agreements, or request for information by Engineer as set out below.
7. Furnish data (and professional interpretations thereof) prepared by or services performed by others, including where applicable, but not limited to, previous reports, core borings, sub-surface explorations, hydrographic and hydrogeologic surveys, laboratory tests and inspection of samples, materials and equipment; appropriate professional interpretations of the foregoing data; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property description; zoning, deed and other land use restrictions; and other special data.
8. Require all Utilities with facilities in the Client's Right of Way to Locate and mark said utilities upon request, Relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule.

9. Review all reports, sketches, drawings, specifications and other documents prepared and presented by the Engineer, obtain advice of legal, accounting and insurance counselors or others as Client deems necessary for such examinations and render in writing decisions pertaining thereto.
10. Where appropriate, endeavor to identify, remove and/or encapsulate asbestos products or materials or pollutants located in the project area prior to accomplishment by the Engineer of any work on the Project.
11. Provide record drawings and specifications for all existing physical plants of facilities which are pertinent to the Project.
12. Provide the foregoing in a manner sufficiently timely so as not to delay the performance by the Engineer of the services in accordance with the Contract Documents.
13. Engineer shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client. Engineer shall endeavor to verify the information provided and shall promptly notify the Client if the Engineer discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.
14. Client shall bear all costs incidental to compliance with the requirements of this article.

EXHIBIT C

COLLECTOR STREET ANALYSIS FOR NW AREA

- SCOPE OF SERVICE -

GENERAL APPROACH

Task 1: Project Management

Jack Forslund will act as Project Manager and will provide a single point of contact for all project communication with the WSB team. Jack will be involved in most facets of the project, ranging from public involvement, alternatives analysis, and conceptual design. We have found that having a single point of contact contributes to the success of a project by eliminating potential confusion about project direction. Working directly with the client project manager allows the WSB Project Manager to obtain clear direction on the project, which is then passed on to the appropriate team member. For the Northwest Area Expansion Collector Street System Study, all communication will go through Jack. Assisting Jack will be Bret Weiss who has been actively involved in planning for the Northwest Area expansion over the past two years. Both Jack and Bret are highly regarded for their abilities to quickly address and solve potential obstacles as they arise, which are key in successful project management. At the outset of the project, we will meet with the City to discuss our project management protocol, which will provide the City a level of confidence as the study goes forward.

Our primary goal on every project is to provide a client a great product and great service. As a lot of our work is from repeat clients, we believe that we have been successful at meeting this goal.

Key Personnel: Jack Forslund, Bret Weiss

Task 2: Public Participation

Our approach to public participation is to ensure that the voice of the public is heard in the study. To accomplish this, as an option, we propose to create and maintain a project website that will be linked from the City's website. This would provide timely information on the project, as well as provide an opportunity for the public to comment via an online questionnaire. We have found this to be a very effective method to obtain comments from people that wish to remain anonymous, but still want their voices heard.

Task 2.1 Stakeholder Interviews – We will conduct up to ten stakeholder interviews to obtain information with the key property owners in the area. We have found that an efficient method for conducting stakeholder meetings is to submit questions to them in advance of the interview and then contact them via telephone or email. This process is substantially more efficient than face-to-face meetings with individual stakeholders. However, we also realize that it may be necessary to sit down and have one-on-one interviews and will do that as necessary. We have found that the one-on-one meetings are more effective than having a group meeting where all property owners are able to hear one another's plans, for confidentiality reasons.

Key Personnel: Jack Forslund, Bret Weiss, Brad Scheib (HKGi)

Task 2.2 Open Houses – We will conduct two open houses, one at the midpoint and one near the conclusion of the study. The public will be able to view project products and provide their input to the project team: We will prepare the public notice for each open house, which will be placed in the official newspaper of record for the City of Inver Grove Heights. We will present findings at City Council study meeting and regular Council meeting.

Key Personnel: Jack Forslund, Bret Weiss, Brad Scheib (HKGi)

Task 2.3 Newsletters – The WSB team will produce a minimum of three newsletters during the course of the project. The first newsletter will introduce the project, announce the first open house, and provide a mechanism for early community input. The subsequent newsletters will follow the open houses. We have efficiently produced very informative and attractive newsletters for several previous projects, which have been viewed favorably by our clients as well as by the public. A key efficiency built into this task is utilization of the Northwest Area News newsletter format set up for the Northwest Area public process conducted with the assistance of HKGi in 2005 through 2007.

Key Personnel: Jack Forslund, Teresa Stoup, Brad Scheib (HKGi)

Task 2.4 Agency Coordination – As part of the public participation effort, we are proposing to establish a technical advisory committee consisting of Mn/DOT, Dakota County, and staff from the city of Eagan. . As the Robert Street Corridor lies just to the east of our study area, we think it would be beneficial to have a project representative involved in the committee. This likely would also be a County representative. Over the course of the six month project, we envision meeting every two months.

Key Personnel: Jack Forslund, Bret Weiss

Task 3: Summarize Relevance of Past Planning/Engineering Efforts

In recent years, several planning and engineering studies have been produced that may influence current planning efforts in the Northwest Expansion area of Inver Grove Heights. It will be beneficial to summarize the outcome of these studies to gain the full value of previous planning efforts. This task will not require a large time commitment from WSB as we are already familiar with most of the efforts. Furthermore, we have already completed some preliminary horizontal and vertical alignments for several of the potential collector roadways.

Documents/plans that will be reviewed and summarized as to their pertinence for the Northwest Expansion Area Study include:

- Northwest Quadrant Study, 2001
- Natural Wetland Resource Inventory Report, 2003
- Northeast Eagan Land Use Study, 2006
- Northwest Expansion Area AUAR (2006)
- Dakota County North-South Corridor Travel Demand Study, 2007
- City of Inver Grove Comprehensive Plan, 2010
- City of Eagan 2008 Comprehensive Plan Update
- Northwest Area Hydrologic Study, 2004
- Transportation Study for the Northeast Area of South Robert Trail (TH 3)/70th Street (CSAH 26), 2006
- Regional Roadway Visioning Study – Northeast Eagan/Northwest Inver Grove Heights
- Previous design work completed by WSB for the potential collector roadway system.
- Land Use and Development Magnitude Analysis (HKGi - 2006 updated Jan 2010)

- Financial Analysis (Ehlers and Associates)

Key Personnel: Reuben Collins

Task 4: Existing Transportation Conditions Assessment

For this task, we will complete an existing conditions assessment which will serve as our baseline or starting point in our development and analysis of collector roadway system alternatives.

It is important to assess the existing conditions in terms of how they may affect the development and evaluation of the alternative roadway alignments that will constitute the collector roadway system. Each of the following items will be assessed in terms of how they affect the layout of the collector system:

4.1 Traffic Conditions – Congestion Analysis – Using available information, we will conduct an intersection level analysis using Synchro/SimTraffic for up to ten intersections that exhibit operational problems. We will also conduct a roadway segment level of service analysis to assess capacity issues. This information will be important in determining the effect of various alternative collector roadway alignments.

4.2 Environmental Constraints – Environmental constraints including terrain, natural features, and regional stormwater issues will be identified for the study area.

4.3 Land Use and Development Considerations – The existing and future land use in the area will be assessed to determine how it will affect the collector roadway system. The WSB team builds a high level of efficiency into this task due to the involvement of HKGi in land use analysis for Inver Grove Heights. For this task, a summary memorandum will be prepared using existing land use analysis and development projection data created by HKGi in prior project work. HKGi will lead a process to assemble existing, proposed, and potential development projects identified through conversations with City development staff and stakeholders. Development considerations will be mapped and quantified in a database/spreadsheet. This information will be used in the evaluation of the various horizontal and vertical alignments, and access spacing for the collector roadway network options.

4.4 Right of Way Constraints – There may be right of way constraints within the area that may make the accommodation of new roadways difficult. The assessment will identify such constraints.

4.5 Geometric Deficiencies – Geometric deficiencies often refer to insufficient shoulder width or turn lanes at intersections, but can also imply vertical deficiencies, such as roadway with steep grades or “crests” that inhibit sight distance.

4.6 Topography Constraints – As the study area is characterized with a rolling terrain, it is more challenging to identify appropriate roadway alignments than in area with a more level terrain. We will map all topography of the area which we will use to identify and evaluate the various collector roadway alignments.

4.7 Utility Constraints – Within the area, substantial investment has occurred in terms of utilities and utility placement. Working with the City, we will locate all utilities in the area and their geographic relationship to the potential collector roadway system.

Key Personnel: Jack Forslund, Jupe Hale, Chad Ellos, Reuben Collins, Brad Scheib, (HKGi), Bryan Harjes (HKGi)

Task 5: Travel Demand Forecasting

For the evaluation of potential collector roadway alignments, we will use the Dakota County version of the Met Council Model. We are very familiar with this model having used it for the transportation component of the 2030 Inver Grove Comprehensive Plan. Subtasks that will be performed include:

5.1 Refinement of the Model – to provide greater detail within the study area

5.2 Development of 2030 Traffic Levels for Base Networks

- Existing Roadway System with Programmed Improvements
- Existing Roadway System with Programmed Improvements + Interchange at Realigned CSAH 63

Key Personnel: Jack Forslund, Ross Jentink, Brad Scheib (HKGi)

Task 6: Identification and Evaluation of Collector Roadway System (Alternatives Analysis)

This task is essentially the alternatives analysis portion of the study where various collector roadway options are identified and subsequently evaluated to determine their impacts and benefits. As part of this task, we will follow the general process for conducting Alternative Analyses, including:

6.1 Development of Goals, Objectives, and Screening Criteria – The goals, objectives and screening or evaluation criteria provide the basis for evaluating the collector roadway alternatives against one another. In the development of the screening criteria, we typically use measures that can be easily quantified so that comparisons between alternatives are as objective as possible. The development of the goals and objectives will be done in coordination with the City.

6.2 Development of Design Considerations – In our initial review, we see the three primary issues for driving the definition of the collector system as being design standards, safety, cost, and ability to serve adjacent land use.

Design Standards – Design standards will be an important consideration in the development of the collector system. As the area is characterized with a rolling terrain, it will be important to consider the many items in the development of the horizontal and vertical alignments.

Working with the City, we will develop design standards or guidelines for the following:

- typical sections
- design speeds
- sight distances
- maximum grade
- access spacing

Cost – The cost of the collector network must also be considered. To make the system cost-effective, it will be necessary to consider the impact of the vertical alignment so as to minimize the need for cut and fill in construction.

Ability to Serve Adjacent Properties (land use) – The Northwest Expansion area is made up of primarily undeveloped large property parcels. The ability of these areas to accommodate development will depend to a degree on the level of access afforded to the property. The topography of the area will make the identification of access points more challenging due to sight distance issues, the relationship between the elevation of the road with the adjacent land, and the spacing of intersections given the elevation of intersecting roads with the surrounding land.

We will evaluate the resultant land area and development potential associated with the various street concept alternatives and compare the development impacts to the overall development projections for the Northwest Area. In cases where impacts significantly reduce development potential, we will explore alternative land use concepts that mitigate this potential impact.

A number of large lot residential lots and a few entire neighborhoods exist in the Northwest Area. Design considerations will need to be made relative to the impacts of these uses, considered as long term uses in the Northwest Area.

6.3 Development of Collector Roadway System Alternatives – Using the collector roadway system as defined in the Comprehensive Plan as a base, we will refine the alignment to account for the topography. This will result in a horizontal alignment that is adjusted to account for reasonable allowances for acceptable vertical alignments. Using this as a base, we will follow a screening process (described in Task 6.4) to arrive at a preferred roadway system. It is noteworthy that WSB has already done considerable work on identifying the vertical alignment of many of the collector roadway segments. In 2008 and 2009 we produced a horizontal and vertical alignment for an extension of 65th Street from TH 52 west to Robert Street Trail.

6.4 Evaluation of Collector Roadways – Using the goals, objectives, and screening criteria developed in Task 6.2, the collector roadway alignments will go through a screening process to arrive at a preferred concept. Provided below are the steps in the screening process.

6.4.1 Screen 1 – Fatal Flaw Analysis – The fatal flaw analysis involves the elimination of concepts based on obstacles that are not easily overcome. These obstacles may include the presence of environmental features within an alignment, or simply the ineffectiveness of the alternative at addressing the goals and objectives of the project.

6.4.2 Screen 2 – The second screen will be a more detailed evaluation of the remaining collector roadway segments. At this point in the screening process, we will have the general horizontal alignments defined for each of the north-south and east-west collector segments. The remaining analysis will refine the horizontal alignments to account for vertical alignment issues, including those related to cost (cut and fill), property access, and impact on the environment.

At the conclusion of this process, the final product will be the horizontal and vertical alignment of a collector system serving the Northwest Expansion Area.

6.5 Identification of a Preferred Collector Roadway Network – A preferred collector network will be identified from the evaluation completed in Task 6.4. Horizontal and vertical alignments will be produced for each roadway comprising the system.

Key Personnel: Jack Forslund, Bret Weiss, Bryan Harjes (HKGi), Jupe Hale, Ross Jentink, Chad Ellos, Reuben Collins,

Task 7: Report Production

A draft and a final report will be produced for the project. The report will contain all pertinent information regarding the development the collector roadway system. Also included will be the horizontal and vertical alignments for the roadways as well as right-of-way information that can be used for determining Official Mapping.

Key Personnel: Jack Forslund, Chad Ellos

Task 8: Quality Control/Quality Assurance

Throughout the project timeline, Bret Weiss will oversee the review of all products prior to delivery to the City.

Key Personnel: Bret Weiss

Task 9: Website

Development and maintenance of project website

Key Personnel: Jack Forslund, Teresa Stoup/Administrative

DETAILED WORK PROGRAM / HOUR ESTIMATE

WSB proposes a six-month schedule to complete the Northwest Expansion Area Collector Street System Study. Provided in this section is our work program, which identifies each task to be completed, when it will be completed, and the team member(s) who will be completing the task. Also identified are the key deliverables and the level of City staff participation.

Task 1: Project Management

Jack Forslund will act as project manager and will provide a single point of contact for all project communication with the WSB Team. Project management tasks will be to make sure that all deliverables are completed in time and are of a high quality. Jack will also be the key contact in the event of any potential issues that may arise with the project. Administratively, Jack will make sure that all invoices are processed in a timely manner.

Deliverables and (Timeline):

Invoices, Project Progress Reports (Ongoing)
Schedule updates (monthly)

Personnel and (Hours):

<u>ORIGINAL</u>		<u>REVISED</u>
Jack Forslund	(12)	(16)
Bret Weiss	(4)	(8)
Total hours	16	24

Level of City Staff Participation:

Minimal

Task 2: Public Participation

The primary components to our Public Participation activities are described in the following section.

Task 2.1 Stakeholder Interviews – Conduct up to ten stakeholder interviews/meetings to obtain information with the key property owners in the area.

Deliverables and (Timeline):

Questionnaire ~~(June)~~ **(August)**
Completion of Interviews ~~(June)~~ **(August)**
Tech Memo 1: Summary of Stakeholder Interviews ~~(June)~~ **(August)**

Personnel and (Hours):

<u>ORIGINAL</u>		<u>REVISED</u>
Jack Forslund	(8)	(32)
Bret Weiss	na	(24)
Chad Ellos	(4)	(0)
Reuben Collins	(4)	(0)
Brad Scheib (HKGi)	(16)	(8)
Total hours	32	64

Task 2.2 Open Houses – Conduct two open houses, one at the midpoint and one near the conclusion of the study where the public will be able to view project products and provide their input to the project team. We will prepare the public notice for each Open House, which will be placed in the official newspaper of record for the City of Inver Grove Heights. We will present findings at City Council study meeting and regular Council meeting

Deliverables and (Timeline):

Open House No. 1 – Materials and Summary (~~October~~) **December**
Open House No. 2 Materials and Summary (~~December~~) **February, 2011**

Personnel and (Hours):

<u>ORIGINAL</u>		<u>REVISED</u>
Jack Forslund	(16)	(16) <i>same</i>
Bret Weiss	(8)	(8) <i>same</i>
Brad Scheib (HKGi)	(8)	(8) <i>same</i>
Reuben Collins	(8)	(8) <i>same</i>
Total hours	40	(40) same

Task 2.3 Newsletters – Three newsletters during the course of the project.

Deliverables and (Timeline):

Newsletter 1 – Project Introduction (~~June~~) **August**
Newsletter 2 – After Open House No. 1 (~~October~~) **December**
Newsletter 3 – After Open House No. 2 (~~December~~) **February, 2011**

Personnel and (Hours):

<u>ORIGINAL</u>		<u>REVISED</u>
Jack Forslund	(16)	(16) <i>same</i>
Teresa Stoup	(16)	(16) <i>same</i>
Brad Scheib (HKGi)	(2)	(2) <i>same</i>
Total hours	34	(34) same

Task 2.4 Agency Coordination – We will coordinate with the other agency plans and policies that may impact the potential study elements. We are proposing to establish a technical advisory committee to coordinate this effort. Potential members include: Mn/DOT, Dakota County, and the City of Eagan.

Deliverables and (Timeline):

Meeting 1 – Project Introduction (~~June~~) **August**
Meeting 2 – Alternatives Analysis (~~September~~) **November**
Meeting 3 – Recommended Plan (~~December~~) **February, 2011**

Personnel and (Hours):

<u>ORIGINAL</u>		<u>REVISED</u>
Jack Forslund	(8)	12
Bret Weiss	(4)	8
Total hours	12	20

TASK 2

Subtotal: 118 166

Level of City Staff Participation:

Moderate: The City will establish a mailing list and main notices to affected citizens and property owners. The City will also be responsible for invitations to local elected officials. We would also like the City to assist in staffing the two Open Houses. Finally, the City should provide timely review of materials requiring provided for consideration.

Task 3: Summarize Relevance of Past Planning/Engineering Efforts

WSB will be able to do this task very efficiently as we are already very familiar with most of the recent study efforts for the area. The documents/plans that will be reviewed and summarized as to their pertinence for the Northwest Expansion Area Study include:

- Northwest Quadrant Study, 2001
- Natural Wetland Resource Inventory Report, 2003
- Northeast Eagan Land Use Study, 2006
- Northwest Expansion Area AUAR (2006)
- Dakota County North-South Corridor Travel Demand Study, 2007
- City of Inver Grove Comprehensive Plan, 2010
- City of Eagan 2008 Comprehensive Plan Update
- Northwest Area Hydrologic Study, 2004
- Transportation Study for the Northeast Area of South Robert Trail (TH 3)/ 70th Street (CSAH 26), 2006
- Regional Roadway Visioning Study – Northeast Eagan / Northwest Inver Grove Heights
- Previous design work completed by WSB for the potential collector roadway system.
- Land Use and Development Magnitude Analysis (HKGi - 2006 updated Jan 2010)
- Financial Analysis (Ehlers and Associates)

Deliverables and (Timeline):

Tech Memo 2: Summary of Related Study Efforts (~~June~~) **August**

Personnel and (Hours):

<u>ORIGINAL</u>		<u>REVISED</u>
Reuben Collins	(8)	(8) same
Total hours	8	(8) same

Level of City Staff Participation: Minimal

Task 4: Existing Conditions Assessment

For this task we will complete an existing conditions assessment, which will serve as our baseline or starting point in our development and analysis of collector roadway system alternatives.

4.1 Traffic Conditions – Congestion Analysis – We will conduct an intersection level analysis using Synchro/SimTraffic for up to ten intersections that exhibit operational problems as well as a roadway segment level of service analysis to assess capacity issues.

4.2 Environmental Constraints – Environmental constraints including terrain, natural features, and regional Stormwater issues will be identified for the study area.

4.3 Land Use – This subtask will evaluate current conditions for land use as it pertains to development patterns and constraints. This will be done through the use of GIS information as well as from knowledge that HKGi currently has on the area or will be gathering as part of the stakeholder interview process.

4.4 Right-of-way Constraints – We will identify potential right-of-way constraints and issues within the area.

4.5 Geometric Deficiencies – We will conduct a review of the area roadways to identify geometric deficiencies.

4.6 *Topography Constraints* – We will map all topography of the area which we will use to identify and evaluate the various collector roadway alignments.

4.7 *Utility Constraints* – Working with the City, we will locate all utilities in the area and their geographic relationship to the potential collector roadway system.

Deliverables and (Timeline):

Mapping (~~July~~) **September**

Tech Memo 3: Existing Conditions Assessment (~~July~~) **September**

Personnel and (Hours):

<u>ORIGINAL</u>		<u>REVISED</u>
Jack Forslund	(4)	(4) same
Jupe Hale	(8)	(8) same
Chad Ellos	(12)	(10)
Reuben Collins	(24)	(30)
Brad Scheib (HKGi)	(8)	(10)
Bryan Harjes – (HKGi)	na	(6)
Total hours	56	68

Level of City Staff Participation: Minimal

Task 5: Travel Demand Forecasting

Using the Dakota County Traffic Model, we will complete the following subtasks:

5.1 Refinement of the Model to provide greater detail within the study area.

5.2 *Development of 2030 Traffic Levels for Base Networks*

- Existing Roadway System with Programmed Improvements
- Existing Roadway System with Programmed Improvements + Interchange at Realigned CSAH 63

Deliverables and (Timeline):

Traffic projections (~~August~~) **October**

Tech Memo 4: Traffic Projections (~~August~~) **October**

Personnel and (Hours):

<u>ORIGINAL</u>		<u>REVISED</u>
Jack Forslund	(4)	(4) same
Ross Jentink	(28)	(28) same
Total hours	32	(32) same

Level of City Staff Participation: Minimal

Task 6: Identification and Evaluation of Collector Roadway System (Alternatives Analysis)

6.1 *Development of Goals, Objectives, and Screening Criteria* – The goals, objectives and screening or evaluation criteria will be done in coordination with the City. They will provide the basis for evaluating the collector roadway alternatives against one another.

6.2 *Development of Design Considerations* – Design standards will be an important consideration in the development of the collector system. Working with the City, we will develop design standards or guidelines for the following:

- typical sections
- design speeds
- sight distances
- maximum grade
- access spacing

6.3 *Development of Collector Roadway System Alternatives* – WSB will refine the alignment of the base collector roadway system as shown in the Comprehensive Plan to develop horizontal alignment and vertical alignments. Using this as a base, we will follow a screening process to arrive at a preferred roadway system.

6.4 *Evaluation of Collector Roadways* – Using the goals, objectives, and screening criteria developed in Task 6.1, the collector roadway alignments will go through a screening process to arrive at a preferred concept.

6.4.1 *Screen 1 – Fatal Flaw Analysis* – The fatal flaw analysis involves the elimination of concepts based on obstacles that are not easily overcome.

6.4.2 *Screen 2* – The second screen will refine the horizontal alignments to account for vertical alignment issues, including those related to cost (cut and fill), property access, and impact on the environment.

At the conclusion of this process, the final product will be the horizontal and vertical alignment of a collector system serving the Northwest Expansion Area.

Deliverables and (Timeline):

Base Concept layouts (August) **October**
 Horizontal and Vertical Alignments for the Screen 2 concepts (~~October~~) **December**
 Tech Memo 5: Alternatives Analysis Results (~~November~~) **January, 2011**

Personnel and (Hours):

<u>ORIGINAL</u>		<u>REVISED</u>
Jack Forslund	(20)	(20) same
Bret Weiss	(8)	(8) same
Jupe Hale	(28)	(28) same
Ross Jentink	(80)	(48)
Chad Ellos	(20)	(20) same
Reuben Collins	(24)	(20)
Tech	(60)	(60) same
Brad Scheib – HKGi	(2)	(0)
Bryan Harjes (HKGi)	na	(24)
Total hours	242	228

Level of City Staff Participation:

Moderate - The City should provide timely review of materials requiring consideration.

Task 7: Report Production

A draft and a final report will be produced for the project. The report will contain all pertinent information regarding the development the collector roadway system. Also included will be the horizontal and vertical alignments for the roadways as well as right of way information that can be used for determining Official Mapping.

Deliverables and (Timeline):

Horizontal and Vertical Alignments for the preferred Collector Roadway System (~~late November~~) **late January**
Location of potential access points/intersections on the preferred Collector Roadway System (~~late November~~) **late January**
Right of way requirements for the preferred Collector Roadway System (~~late November~~) **late January**
Generalized Construction costs for the preferred Collector Roadway System (~~late November~~) **late January**
Draft Report (~~late November~~) **late January**
Final Report (~~December~~) **late February**

Personnel and (Hours):

<u>ORIGINAL</u>		<u>REVISED</u>
Jack Forslund	(8)	(8) same
Chad Ellos	(20)	(14)
Admin	(8)	(0)
Brad Scheib – HKGi	(2)	(2) same
Total hours	38	24

Level of City Staff Participation:

Moderate – The City should provide timely review of materials requiring consideration.

Task 8: Quality Control/Quality Assurance

Bret Weiss will oversee the review of all products prior to delivery to the City.

Personnel and (Hours):

<u>ORIGINAL</u>		<u>REVISED</u>
Bret Weiss	(16)	(16) same
Total hours	16	16 same

Level of City Staff Participation:

Minimal

Task 9: Website

Development and maintenance of project website

Personnel and (Hours):

<u>ORIGINAL</u>		<u>REVISED</u>
Jack Forslund	(10)	(10) same
Teresa Stoup	(10)	(10) same
Total hours	20	20 same

Level of City Staff Participation:

Minimal

TOTAL HOURS / COST:

<u>ORIGINAL</u>	<u>REVISED</u>
546 hours / \$55,516	578 hours / \$58,770

EXHIBIT C (cont'd) - Schedule

Northwest Expansion Area Collector Street System Study

Project Schedule		August	September	October	November	December	January	February
Task Description and Deliverables								
1.0	Review Existing Conditions							
1.1	Project Management							
2.0	Public Participation							
2.1	Stakeholder Interviews (10)							
2.2	Open Houses (2)							
2.3	Newsletters (3)							
2.4	Agency Coordination							
<i>Tech Memo 1: Summary of Stakeholder Interviews</i>								
<i>Tech Memo 2: Summary of Related Study Efforts</i>								
<i>3.0 Existing Conditions Assessment</i>								
4.1	Congestion Analysis							
4.2	Environmental Constraints							
4.3	Land Use and Development Considerations							
4.4	Right of Way Constraints							
4.5	Geometric Deficiencies							
4.6	Topography Constraints							
4.7	Utility Constraints							
<i>Mapping</i>								
<i>Tech Memo 3: Existing Conditions Assessment</i>								
<i>5.0 Traffic Projections</i>								
5.1	Refinement of Model							
5.2	Development of 2030 Traffic Projections							
<i>Tech. Memo 4: Traffic Projections</i>								
<i>6.0 Development of Goals, Objectives, and Screening Criteria</i>								
6.1	Development of Goals, Objectives, and Screening Criteria							
6.2	Development of Design Considerations							
6.3	Development of Collector Roadway System Alternatives							
6.4	Evaluation of Collector Roadways							
6.5	Identification of a Preferred Collector Roadway Network							
<i>Base Concepts</i>								
<i>Horizontal and Vertical Alignments for Screen 2 Concepts</i>								
<i>Tech. Memo 5: Alternative Analysis Results</i>								
<i>7.0 Report Production</i>								
DRAFT and FINAL REPORT								
<i>8.0 Quality Control/Quality Assurance</i>								
<i>Quality Checks of all materials prior to City / Agency Review</i>								
<i>9.0 MEDIA/COMMUNITY TASK</i>								
<i>Website Development and Maintenance</i>								

Task Production
 Newsletter
 Deliverable

Table C - Northwest Expansion Area Collector Street System Study - Schedule

EXHIBIT D - Compensation Hour / Cost Detail

SUMMARY OF WORK TASKS		Hours	Cost
1.0	Project Management	24	\$ 2,440
2.0	Public Participation		
2.1	Stakeholder / Property Owner Meetings	64	\$ 6,507
2.2	Open Houses (2)	40	\$ 4,067
2.3	Newsletters (3)	34	\$ 3,457
2.4	Agency Coordination	20	\$ 2,034
<i>Task 2 Subtotal</i>		158	\$ 16,065
3.0	Summarize Relevance of Past Planning/Engineering Efforts	8	\$ 813
4.0	Existing Conditions Assessment		
4.1	Congestion Analysis	8	\$ 813
4.2	Environmental Constraints	20	\$ 2,034
4.3	Land Use and Development Considerations	20	\$ 2,034
4.4	Right of Way Constraints	4	\$ 407
4.5	Geometric Deficiencies	8	\$ 813
4.6	Topography Constraints	4	\$ 407
4.7	Utility Constraints	4	\$ 407
<i>Task 4 Subtotal</i>		68	\$ 6,914
5.0	Travel Demand Forecasting		
5.1	Refinement of Model	8	\$ 813
5.2	Development of 2030 Traffic Projections	24	\$ 2,440
<i>Task 5 Subtotal</i>		32	\$ 3,254
6.0	Identification/Evaluation of Collector Roadway System		
6.1	Development of Goals, Objectives, and Screening Criteria	8	\$ 813
6.2	Development of Design Considerations	24	\$ 2,440
6.3	Development of Collector Roadway System Alternatives	40	\$ 4,067
6.4	Evaluation / Design of Collector Roadways	148	\$ 15,048
6.5	Identification of a Preferred Collector Roadway Network	8	\$ 813
<i>Task 6 Subtotal</i>		228	\$ 23,183
7.0	Report Production	24	\$ 2,440
8.0	Quality Control / Quality Assurance	16	\$ 1,627
9.0	Website	20	\$ 2,034
TOTAL		578	\$ 58,770

WSB & ASSOCIATES, INC.
EXHIBIT E
INSURANCE SCHEDULE

GENERAL LIABILITY

Carrier:	The Hartford Insurance Company	
Type of Insurance:	Commercial General Liability	
Coverage:	General Aggregate	\$2,000,000
	Products-Comp/Ops Aggregate	\$2,000,000
	Personal & Advertising Injury	\$1,000,000
	Each Occurrence	\$1,000,000

AUTOMOBILE LIABILITY

Carrier:	The Hartford Insurance Company	
Type of Insurance:	Hired Autos Non-Owned Autos	
Coverage:	Combined Single Limit	\$1,000,000

WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY

Carrier:	The Hartford Insurance Company	
Coverage	<u>Statutory</u> Each Accident Disease-Policy Limit Disease-Each Employee	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000

PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS)

Carrier:	XL Specialty Insurance Company
Coverage:	\$2,000,000 each claim/\$4,000,000 annual aggregate

Certificates of Insurance will be provided upon request.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Concord Neighborhood Studies – Metropolitan Council Grant

Meeting Date: August 9, 2010
 Item Type: Regular Session
 Contact: Thomas J. Link: 651-450-2546
 Prepared by: Tom Link, Director of Community Development
 Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

The City Council is to consider a Resolution Identifying the Need for Livable Communities Demonstration Account Funding and Authorizing Application for Grant Funds for the Concord Boulevard Neighborhood Redevelopment, as attached.

BACKGROUND

As directed at the July 26 City Council work session, staff will proceed with the Concord Neighborhood Studies. The purpose of the studies is to position the City so it can seek a developer to undertake a redevelopment project. The Concord Neighborhood Studies will proceed in two phases.

The first phase is the Neighborhood Land Use Study which will 1) identify which areas should be designated for residential uses, business uses, industrial uses, and mixed uses, 2) identify specific site or sites that the City desires to redevelop, and 3) engage the neighborhood in the study. This first phase will be conducted this winter and spring. A grant from the Dakota County Community Development Agency, in the amount of \$15,000, will fund most of the first phase costs.

The second phase is the preparation of the market strategy study and design guidelines for the specific site or sites identified by the City Council in the first phase. This phase will 1) identify the type of mixed use the City desires, 2) determine whether the City's desires are feasible in the marketplace, and 3) engage the neighborhood in the studies.

City staff has submitted an application to the Metropolitan Council for a Livable Communities Demonstration Grant for this second phase, as attached. If successful, the Metropolitan Council grant would fund 80% of the market strategy study and design guidelines. The grant application requests \$48,000 while the City's remaining share would be \$12,000. These studies will provide the City with the necessary direction to immediately seek a developer to undertake a mixed use redevelopment on the selected site.

Staff recommends adoption of the Resolution Identifying the Need for Livable Communities Demonstration Account Funding and Authorizing Application for Grant Funds for the Concord Boulevard Neighborhood Redevelopment.

Enc: Resolution
 Grant Application, including maps

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION IDENTIFYING THE NEED FOR LIVABLE COMMUNITIES
DEMONSTRATION ACCOUNT FUNDING AND AUTHORIZING AN APPLICATION
FOR GRANT FUNDS FOR THE CONCORD BOULEVARD NEIGHBORHOOD
REDEVELOPMENT**

WHEREAS, the City of Inver Grove Heights is a participant in the Livable Communities Act's Housing Incentives Program for 2010 as determined by the Metropolitan Council, and is therefore eligible to apply for Livable Communities Demonstration Account funds; and

WHEREAS, the City has identified a proposed project within the City that meets the Demonstration Account's purposes and criteria and is consistent with and promotes the purposes of the Metropolitan Livable Communities Act and the policies of the Metropolitan Council's adopted metropolitan development guide; and

WHEREAS, the City has the institutional, managerial and financial capability to ensure adequate project administration; and

WHEREAS, the City certifies that it will comply with all applicable laws and regulations as stated in the grant agreement; and

WHEREAS, the City agrees to act as legal sponsor for the project contained in the grant application submitted on July 19, 2010; and

WHEREAS, the City acknowledges Livable Communities Demonstration Account Pre-Development grants are intended to fund activities that can prepare projects to apply for the LCDA Development Grant category.

WHEREAS, only a limited amount of grant funding is available through the Metropolitan Council's Livable Communities Demonstration Account during each funding cycle and the Metropolitan Council has determined it is appropriate to allocate those scarce grant funds only to eligible projects that would not occur without the availability of Demonstration Account grant funding.

NOW, THEREFORE, BE IT RESOLVED, that, after appropriate examination and due consideration, the City Council of the City of Inver Grove Heights:

1. Finds that it is in the best interests of the City's development goals and priorities for the proposed activities to be performed for this particular Project Area site, as identified in the application, and at this particular time.

2. Finds that the project components for which Livable Communities Demonstration Account funding is sought:
 - (a) will not occur solely through private or other public investment within the reasonably foreseeable future; and
 - (b) will not occur within two years after a grant award unless Livable Communities Demonstration Account funding is made available for this project at this time.

3. Represents that the City has undertaken reasonable and good faith efforts to procure funding for the project activities for which Livable Communities Demonstration Account funding is sought but was not able to find or secure from other sources funding that is necessary for completion of the activities within two years and states that this representation is based on the following reasons and supporting facts:
 - City budget restrictions have reduced the general fund budget allocation for studies and analysis
 - The City has obtained a grant from the Dakota County Community Development Agency for a related study but the grant amount is not sufficient to fund these project components

4. Authorizes its City Administrator to submit on behalf of the City an application for Metropolitan Council Livable Communities Demonstration Account Pre-Development Grant funds for the project activities identified in the application, and to execute such agreements as may be necessary to implement the project on behalf

Passed by the City Council of the City of Inver Grove Heights on the _____ day of _____, 2010.

AYES:

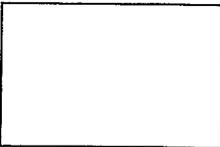
NAYS:

ATTEST:

George Tourville, Mayor

Melissa Rheame, Deputy Clerk

LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT 2010 PRE-DEVELOPMENT GRANT APPLICATION



Project Name:		
Applicant: city, county or development authority		City of Inver Grove Heights
Project Location: City: Street boundaries, address or major intersection:		City of Inver Grove Heights Concord Boulevard Neighborhood Redevelopment – Phase I
Contact for Application:	Name and Title:	Thomas J. Link, Community Development Director
	Address:	8150 Barbara Avenue
	City, Zip Code:	Inver Grove Heights, MN 55077
	Phone, Fax:	651-450-2546, 651-450-2502
	E-Mail:	tlink@ci.inver-grove-heights.mn.us
Grantee Information: Contact person	Name: Title: Phone: E-Mail:	Thomas J. Link, Community Development Director 651 450-2546 tlink@ci.inver-grove-heights.mn.us
Authorized city, county or development authority official(s) for contract signature(s)	Name: Title: E-Mail:	Joseph Lynch City Administrator jlynch@ci.inver-grove-heights.mn.us

Section I. A. Requested Activities and Project Area

Pre-Development grants fund activities that help prepare a project in a specific project area for a future year's application in the LCDA Development category. Funded activities must be completed within two years of the grant award date (Dec. 2010/Jan. 2011). No grant extensions will be permitted.

What activities are you proposing to fund with an LCDA Pre-Development Grant? e.g. preparing a detailed redevelopment design for a specific project, preparing an analysis of alternatives for land use and market mix. If you are requesting more than one item, list them all *briefly* (list funding request and detail in Sec. I.C., page 2).

- 1) Market Strategy Study to identify the demand for different types and price points of residential and non-residential development, help shape the desired mixed use development pattern to ensure it is feasible in the market place, and identify the barriers to implementation and establish strategies for how the project can overcome those barriers.
- 2) Design Guidelines to direct the site plan and building architecture for the mixed use redevelopment.

Total funding requested: \$48,000

The Project Area. The project area must be a specific geographic site that the Applicant plans to develop or redevelop in accordance with the LCDA program criteria. Include the location of the Project Area within the City, size of the Project Area (in acres or number and size of parcels) and current land uses and conditions. Address the goals and objectives for the Project Area within the two-year grant term, and longer-term. *(Limit 20 lines)*

The focus of this proposal is a 3 – 5 acre site in the heart of the Concord Boulevard Neighborhood that has been negatively impacted by major roadways reconstruction in the past three years as well as a long-term pattern of disinvestment. Following significant public investment in the new Heritage Village Park, Mississippi River Regional Trail, Rock Island Swing Bridge, acquisition of blighted properties, environmental investigation and remediation, and infrastructure improvements, the time is right for this project to attract and leverage private investment. The specific site will be identified later this year as part of the City's update of the Concord Boulevard Neighborhood Plan and will include frontage on Concord Boulevard between 65th Street and Dawn Way. The City and Dakota County Community Development Agency, at the City's request, have acquired several parcels in this area.

The Concord Boulevard Neighborhood is in the northeast part of the City, along the Mississippi River. The neighborhood consists of a mix of small single family residential lots, businesses, and industries. Initially settled in the 1880's, the neighborhood has a traditional, pedestrian-oriented development pattern but is challenged by the Mississippi River bluff's topography.

Over the next two years this grant will enable the City to determine market feasibility and identify marketing strategies, develop design guidelines, and select a developer to redevelop a visible, anchor site that will signal the start of reinvestment in the area.

Over the longer term, the project will leverage the recent major public investments to attract private investment, provide efficient and more intense land uses, reinvigorate an established, mixed use neighborhood, incorporate connections to the Mississippi River and major recreational amenities, increase housing choices, and provide attractive and sustainable residential and business development.

Section I.B. Funding Request, Documentation of Match and Timeline

(Limit one page, landscape layout)

Before completing this page, see the Sample Page attached to this application

Grant Request: List specific tasks in order of priority or sequence to accomplish the project objectives. Under "responsible person(s)," list who will be doing the work, including consultants (identified or proposed) and city staff or others.

Match: Grant awards must be matched by a 25% local contribution of the total amount requested, in cash and/or in-kind staff services (i.e., staff time allocated to completing eligible project activities). This means that the Applicant must contribute 25% of the requested amount over and above the requested amount. Put another way, for every four dollars of grant funds, the Applicant must contribute one additional dollar. Activities covered by the match must be grant-eligible activities and the match must be contributed after the date of the grant award. Dollar matches may include contributions from partners. The match applies to the total cost of the eligible activities, not to individual activities. This means that the match may be applied to some activities and not others in a list of more than one requested item, or may be pro-rated among a list of more than one requested item.

PRIORITY	Eligible Activity	Grant Request for this activity	Match	Expected Outcome(s) or Deliverables of this Work	Responsible Person(s)	Start Date	End Date	
	For eligible uses, see page 7 of the Predevelopment Grant funding criteria in the application packet	Cost, not including match	By line item or prorated	List the deliverable (report, etc.)	Identify staff positions or consultants	MM/YY	MM/YY	
1.	Marketing Strategies Study	\$24,000	\$6,000	Report	Consultant (TBD)	05/11	11/12	
2.	Design Guidelines	\$24,000	\$6,000	Design Guideline and Document	Consultant (TBD)	09/11	03/12	
3.								
4.								
5.								
6.								
Grant Totals				Match Sources				
		Amounts		List Source(s)				
Total Grant Request		\$48,000		Total Dollar Match	\$12,000			City - General Fund
Total Match			\$12,000	In-Kind Match				
Total Grant Request plus Match		\$60,000		Total Match	\$12,000			

Section I. C. How will the grant-funded activities support and help implement future development in the Project Area?

Discuss issues you will address or for which you will seek clarification, questions you hope to resolve. *(Limit 15 lines)*

The Market Study will 1) identify the demand for different types and price points of residential and non-residential development, 2) help shape the desired mixed use development patterns to ensure it is feasible in the market place, and 3) identify the barriers to implementation and establish strategies for how the project can overcome those barriers. The funded activity will demonstrate market demand and will illustrate the value of improvements, such as enhancing storm water infrastructure, increasing density and intensity of use, providing more choice for housing near major recreational amenities, and revitalizing older commercial uses.

The Design Guidelines will define the functions and appearance of the site and buildings, including density, lot coverage, building mass, parking, open space, storm water management, building materials, energy efficient designs, innovative sustainable designs, and pedestrian/bicycle connections.

Section I. D. Planning and pre-development activities completed to date for the Project Area.

Describe the planning, visioning or other activities that have been completed for the Project Area or for portions of the Project Area. List or describe the products of these activities, such as planning documents, area or neighborhood plans. *(Limit 15 lines)*

The proposed activities would be a continuation of numerous activities that the City and other governmental agencies have undertaken over the years to encourage the revitalization of the Concord Boulevard Neighborhood, including:

- Concord Boulevard Neighborhood Plan, 1997 (City)
- Doffing Avenue Voluntary Acquisition Program, 1998 and ongoing (City, DNR, Dakota County CDA)
- Acquisition of blighted properties on Concord Boulevard, 1998 and ongoing (City and CDA)
- Environmental investigation and remediation, 1999 and ongoing (City)
- Mississippi River Regional Trail Plan, 1999 (County)
- Concord Corridor Design Plans, 2000 (County)
- Heritage Village Park Master Plan, 2004 (City)
- Rock Island Swing Bridge Master Plan, 2010 (City)
- Updated Concord Boulevard Neighborhood Plan, 2010 (City)

Section I. E. Future development in the Project Area.

Explain specific goals or expectations for the future project the grant-funded activities will support; and for development generally in the Project Area (if the Project Area is larger than a first development phase). When is development expected to commence in the Project Area or in a portion of the Project Area? Explain how you would phase the project, if applicable. *(Limit 15 lines)*

The completion of the market strategy study and the development guidelines will provide the City with the necessary direction to immediately seek a developer who can undertake mixed use redevelopment within the project area. It is anticipated that actual redevelopment construction would occur in 2012 and 2013. It is expected that this initial Phase I redevelopment will be a catalyst for future phases of mixed use redevelopment, as well as the reinvestment and rehabilitation of existing commercial and residential properties.

The project will leverage the recent major public investments to

- Provide more efficient land uses adjacent to recent infrastructure improvements
- Reinvigorate an established, traditional, pedestrian oriented neighborhood
- Incorporate connections to the Mississippi River and major recreational amenities
- Increase housing choices near the major recreational amenities
- Improve storm water treatment and volume control that enters the Mississippi River
- Provide attractive and sustainable residential and business development
- Increase density/ intensity of land uses to maximize transit opportunities and infrastructure improvements

Section II. Project Area Status

Section II. A. Local Land Use and Regulatory Status:

Mark (X) whether the following will be needed for the Project Area or any part thereof, is underway or is completed, or if not applicable, place 'NA' in the box. Briefly state additional information requested.

Will be Needed	Underway	City has Adopted	
X			Comprehensive plan amendment. If needed, describe: The Updated Concord Boulevard Neighborhood Plan, which will be completed later this year, may refine Comprehensive Plan land use designations and, hence, require a comprehensive plan amendment
NA			Environmental Reviews – EAW, EIS, AUAR. If needed, describe: The project is not expected to exceed threshold requirements for environmental assessment
X			Zoning changes and variances. If needed, please list and include change to/from: Possible rezonings and variances would depend on the market strategy study and design guidelines

Section II. B. Other Planning and Regulatory Status

II. B. (a)

Yes	No	Mark (X) appropriate box
	X	Is the Project Area currently within a designated TIF or other development district, or an approved development (e.g. PUD)?

II. B. (b)

Yes	No	Mark (X) appropriate box
X		Is the Project Area currently within or covered by an area, neighborhood, corridor or other local plan? A part of a designated development district, or an approved development (e.g. PUD)?
		IF YES, state name of the plan: Concord Boulevard Neighborhood Plan, adopted in 1997, and to be updated in 2010
X		IF YES, has the plan been adopted by the municipality in which the Project Area is located? Yes

Section II. C. Status of Design or Development Standards:

Will be Needed	Underway	City has Adopted	NA	
X				Design standards. Briefly describe: The proposed activities include the preparation of design guidelines which will later be incorporated into the zoning ordinance. The design guidelines will consider sustainable building standards, such as the State of Minnesota Sustainable Building Guidelines, MNGreenStar principles, LEED ND guidelines, and other similar resources
X				Development standards. Briefly describe: The proposed activities include the preparation of design guidelines which may later be incorporated into development standards

Section II. D. Site Control of Project Area		
Yes	No	Mark (X) appropriate box
X		Does the Applicant or any of its entities or partners own the Project Area site or a developable portion or phase of the Project Area?
If NO, are steps being taken to gain site control? Explain (Limit 4 lines)		

Section II. E. Market and Feasibility Studies:			
Completed	Underway	Will Be Needed	Mark (X) appropriate box to indicate status. If not applicable, write NA in appropriate box.
		X	Market studies
		X	Feasibility studies
If completed, briefly state conclusions of the studies, and for which project components (e.g. retail, office, ownership housing, rental housing): (Limit 6 lines)			

Section II. F. Developer Status		
Yes	No	Mark (X) appropriate box
	X	Has the Applicant selected a developer for the Project Area?
If YES, provide the requested information about the developer(s):		
Names of Developer(s)		Type of contract or commitment
Yes	No	Mark (X) appropriate box
		If NO, has the Applicant been working with a developer on future development plans for the Project Area?
Briefly explain developer status or next steps for working with or selecting a developer:		
The completion of the market strategy study and the design guidelines will provide the City with the necessary direction to immediately seek a developer, through a Request For Proposal process, to undertake mixed use redevelopment within the project area.		

Section III. Information for Evaluating Your Project on the Step One & Step Two Criteria

Section III. A. Land Use Criteria

1. Use Land Efficiently

- a. Describe how you plan to develop the Project Area to use land more efficiently or increase the intensity of land use on the project site, and how you plan to maximize the potential of the Project Area's location.

(Limit 10 lines)

The City will intensify land uses and increase densities by converting vacant, underutilized properties and blighted, dilapidated buildings to multiple-family residential and neighborhood commercial uses. The market study and design guidelines will provide direction on minimum densities and building coverage intensities.

One of the City's goals is to maximize the neighborhood's development potential by using the \$30-\$40 million public investment in the Concord Boulevard road reconstruction and the major recreation and open space amenities along the Mississippi River to leverage private reinvestment through redevelopment and rehabilitation.

2. Develop land uses linked to the local and regional transportation system.

a)

Yes	No	Is the project located:
	X	within a one-half mile radius of an existing or identified station on the following transitways: Hiawatha LRT, Central Corridor LRT, Northstar Commuter Rail, or Southwest LRT; I-35W BRT, Cedar Avenue BRT, I-394 HOT/HOV Lane. If yes, state the corridor and station _____
	X	within a one-half mile radius of a station under study along the Bottineau, Rush Line or Red Rock transitways. If yes, state corridor and station location _____
	X	within a one-half mile radius of a potential station under consideration along these future transitways where no mode or stations have been identified: I-35 W North; I-94 East; Central Avenue; TH 36/NE. If yes, state corridor and potential station location: _____
	X	within a one-half mile radius of a stop on future arterial BRT corridors: Snelling Avenue/Ford Parkway, West Broadway, Nicollet Avenue, Chicago Avenue, East 7th Street, Robert Street, West 7th Street, American Boulevard If yes, state corridor and location of stop _____
	X	within a one-half mile radius of a park-and-ride facility on an express commuter bus or express bus route. If yes, state the name of the park and ride _____
	X	within a one-half mile radius of a fixed stop on a high-frequency bus route If yes, state route and location of stop _____

- b) Identify bus routes that serve the Project Area. State whether they are express or regular route. *(Limit 10 lines)*

The project area is currently not directly served by a bus route. The nearest transit is MetroTransit's regular route 71. This route runs along the top of the Mississippi River bluffs, about two blocks from the Concord Boulevard Neighborhood.

- c) **Describe plans or potential to achieve development that is designed in relationship to transit and transportation in the Project Area;** describe how you propose to provide convenient pedestrian access to transit (if within walking distance) in as much detail as possible; how you will optimize relationships of development to the regional transit system, if Project Area has proximity to transit. *(Limit 15 lines)*

Concord Boulevard was, historically, a main artery connecting the area to St. Paul. With the advent of Highways 52 and 55, Concord Boulevard changed from a regional arterial to a local arterial. However, as riverfront and bluff-side redevelopment occurs along the Mississippi River, the intensity of land use is increasing and the demand for additional transit options is anticipated.

A first step will be to extend the existing bus route 71 to serve the project area and connect it to the regional transit system. The opening of the I-494 Wakota Bridge this summer will also increase accessibility across the river for the neighborhood's residents and employees.

This project's design guidelines will ensure that site design provides pedestrian scale development and pedestrian access, including connections to the recently completed Mississippi River Regional Trail. The redevelopment efforts will build on and reinvigorate the existing, traditional, pedestrian oriented development pattern.

3. Connect housing and centers of employment, education, retail and recreation uses

- a) Describe plans or potential to achieve development within the Project Area, and when added to the land uses in adjacent areas, that will result in a variety of uses, improved jobs-housing balance, access to a variety of destinations in a connected development pattern. *(Limit 15 lines)*

The City will build on and reinvigorate the established, traditional neighborhood that currently exists. The Concord Boulevard Neighborhood is sometimes referred to as "The Village". It was initially settled in the 1880's as a settlement whose residents worked in the nearby South St. Paul Stockyards and the Chicago, Rock Island, and Pacific railroad maintenance yard. It was the center of Inver Grove Heights until post World War II development moved out of the Mississippi River Valley. Subsequently, the neighborhood transitioned to more service industries and land intensive uses, such as contractor yards, automotive repair shops, trucking industries and storage yards.

"The Village" neighborhood land use pattern has historically consisted of a pedestrian oriented mix of small retail goods and services, small industries, and small residential lots. Revitalization of this portion of the Concord Boulevard corridor will reinforce this traditional development pattern by improving the neighborhood's retail business climate and strengthening its connection to the employment centers to the north and retail centers to the south. Furthermore, the City is adding major recreational and open space amenities to the mix of land uses with the development of a community riverfront park, a regional trail, and an historic bridge preservation and renovation. Redevelopment will continue to focus on and reinvest in this traditional, established development pattern that provides a mix of uses and the proximity of housing and jobs.

b) Mark (x) the types of uses within the Project Area and outside the Project Area within ¼ mile.

Type of Uses (provide more detail on types in the spaces below)	Within the Project Area	Outside the Project Area within ¼ mile
Office		
Retail	X	X
Services	X	X
Restaurant	X	X
Entertainment	X	X
Government/civic	X	X
Education	X	X
Arts/cultural		
Open space	X	X
Public space	X	X
Residential	X	X

c) Employment Proximity and Access

Estimate the number of jobs within the Project Area	Approximately 25
Estimate the number of jobs outside the Project Area within ¼ mile	Approximately 100
How are the jobs within a ¼ mile reached by bus or car? (describe bus routes, streets, highways/ freeways traveled)	<p>By Bus – Regular route 71, about 3 blocks west of Concord Blvd, atop river bluff.</p> <p>By Car – Take 494 to Concord, south on Concord about one mile or take Hwy 52 to 70th, east on 70th about two miles to Concord, north on Concord about ¼ mile</p>
Estimate how many jobs are within 1 mile of the Project Area:	Approximately 800
How are these jobs within one mile reached by bus or car? (describe bus routes, streets, highways/ freeways traveled)	<p>By Bus – Regular route 68 and 71</p> <p>By Car – 494 on north and Hwy 52 and 70th St on west</p>

4. Develop a range of housing densities, types and costs

- a. Describe how you plan to develop the Project Area – and/or add to the existing housing in adjacent neighborhoods – to include a variety of housing types and costs. This can be by integrating new housing into existing neighborhoods through redevelopment, infill or adaptive reuse; or by building new housing in new neighborhoods. *(Limit 10 lines)*

Redevelopment of the Concord Neighborhood and adjacent areas will add new housing units to the existing mix of owner occupied and rental single family by broadening the range of housing available and intensifying the density of housing in the area. The marketing strategy study and design guidelines will provide the city with guidance on the mix, type, and costs of housing (row houses, town houses, apartments, etc.) and economic/demographic markets (i.e. owner vs. rental, senior, affordable, market rate, and/or mixed income). The market strategy study will match the City's needs and desires to the market's supply and demand to assure that redevelopment plans are financially feasible. The design guidelines will provide direction on the form of housing and how that housing can be integrated into the existing neighborhood.

- b. Describe how any new planned housing in the Project Area will diversify housing choices in the community and the city. *(Limit 10 lines)*

Much of the housing base in Inver Grove Heights is characterized by single-family homes in a suburban development pattern. The project area and immediate Concord Boulevard Neighborhood present the opportunity to redevelop a traditional, pedestrian oriented neighborhood that includes greater density, an increased variety of housing types and income levels, and pedestrian access to local businesses. This type of traditional neighborhood is more urban in scale and scope than is available elsewhere in Inver Grove Heights. Proximity to the nearby recreational amenities and marinas, easy access to other parts of the region through the newly re-opened I-494Wakota Bridge and the reconstructed Concord Boulevard, and a modified bus route should make the project area attractive for redevelopment.

5. Conserve, protect and enhance natural resources.

- a. Describe any ways you plan to develop the Project Area to integrate best management practices that incorporate water resource management into project design; or low impact development (LID) methods to integrate natural hydrologic functions into the overall project design. *(Limit 15 Lines)*

The full range of storm water management techniques will be considered as the design guidelines are prepared. Effective storm water management will be a necessity to meet storm water non-degradation goals for the City and improve storm water treatment and volume control that enters the nearby Mississippi River. The proximity of bedrock to the ground surface, only a few feet in some areas, may preclude the use of some infiltration techniques and require consideration of more innovative methods. The design guidelines will provide direction on development techniques that may be used to integrate natural storm water functions into site design.

b. Natural resources inventory and assessment

Yes	No	
	X	Has the municipality in which the Project Area is located prepared a local natural resources inventory and assessment (NRI/A) in coordination with the regional NRI/A?
		If yes, do you plan to use the local NRI/A preserve or integrate natural resources into future development? Explain.

c. Describe any ways you plan to develop the Project Area to employ natural resources, where feasible and appropriate, as community connections, assets and amenities. *(Limit 10 lines)*

The Concord Boulevard Neighborhood's location along the Mississippi River will be a major asset to redevelopment efforts. The selected redevelopment site will be within a short walk of significant recreational and open space amenities that have been recently completed or are in the process of being developed. These amenities include the Heritage Village Park - a community riverfront park, the Mississippi River Regional Trail, and the historic Rock Island Swing Bridge. Consistent with the policies of the MNRRA Corridor and the Critical Area, these natural resources will offer many benefits to the redevelopment site, including recreation, open space, view sheds, and community activities. In addition, these natural resource features will be connected to each other, the rest of the Concord Boulevard Neighborhood, and to the entire city with a series of trails and recently constructed sidewalks. These trails will also serve an alternative form of transportation for the area's residents.

d. Describe plans or opportunities for future development in the Project Area that go beyond standard sustainable design practices. Be as specific as you can, giving examples or details. *(Limit 10 lines)*

Inver Grove Heights will incorporate elements of sustainable development and building standards into the design guidelines and the subsequent RFP process to select a developer. These principles and standards will include the State of Minnesota Sustainable Buildings Guidelines, MNGreenStar principles, LEED ND guidelines, and other similar best practices.

6. Other Innovation and Demonstration.

Describe how future development in the Project Area has potential to be innovative in ways other than those described elsewhere in Section III.A.1. through III.A. 5. (Limit 10 lines)

For one hundred years, the Concord Neighborhood was the center of life in Inver Grove Heights. This vibrant hub of community activity though was negatively impacted by the advent of suburban development and the prosperity of the first one hundred years gave way to decades of neglect and decay. This project provides the opportunity for a renaissance in the Concord Boulevard Neighborhood by reinventing "The Village" to meet the needs of residents and businesses today. Capitalizing on the significant public investments in roads, parks and open space, environmental remediation, and floodplain restoration will make this neighborhood an attractive place for a host of future redevelopment activities.

Section III. B. Potential to implement local and regional goals.

1. Comprehensive plan implementation

Describe how the future planned development for the Project Area is consistent with and will implement the Applicant City's adopted comprehensive plan. (Limit 10 lines)

There are numerous discussions of Concord Boulevard Neighborhood redevelopment in the land use, parks, critical area, and implementation chapters of the Comprehensive Plan, as indicated by the following excerpts:

- "Mixed use along the Concord Boulevard Corridor is to encourage or facilitate redevelopment and reinvestment" (page 2-20)
- "Higher density residential uses should be supported" (page 2-25)
- "Future development in the corridor may be either vertically or horizontally mixed uses" (page 2-25)
- "As the Heritage Village Park area redevelops, the City should encourage adjacent land uses and public improvements that will activate the park with people to create a vital place and destination" (page 6-20)
- "Continue to support redevelopment efforts for the Concord Neighborhood" (page 9-17)
- "The City should update the 1998 Concord Boulevard Corridor Master Plan" (page 11-14)

2. Helping to achieve Applicant City's housing goals:

Yes	No	Mark (X) appropriate box
X		Do plans or goals for development in the Project Area include helping to achieve the Applicant City's negotiated affordable and lifecycle housing goals?

If yes, state plans for helping to achieve the negotiated affordable and lifecycle housing goals. (Limit 10 lines)

The Comprehensive Plan states that Inver Grove Heights' affordable housing needs between 2011 and 2020 are 871 new housing units. The marketing strategy study will be instrumental in meeting this goal by determining how multiple family development can be incorporated into the Concord Boulevard Neighborhood and the community's residential densities correspondingly increased. More specifically, the study will evaluate the current market and community needs, determine the feasibility of different types and costs of housing, including affordable, senior housing, and mixed income housing, and develop strategies for reaching those goals.

3. Implementing local area plans

Describe how the proposed grant-funded activities and future planned development for the Project Area are consistent with and will implement any local adopted redevelopment plans, corridor or other local area plans applicable to the Project Area: *(Limit 10 lines)*

The proposed activities will be part of the implementation of the following planning efforts:

- Concord Boulevard Neighborhood Plan (1996)
- 2020 Comprehensive Plan (1998)
- 2010 Comprehensive Plan Update (2010)
- Concord Boulevard Neighborhood Plan Update, 2010.

All of these plans have envisioned the revitalization of the neighborhood with increased residential and commercial redevelopment, especially mixed use redevelopment. In addition, these overall plans have been supplemented with many additional planning and implementation activities relating to the Heritage Village Park, Mississippi River Regional Trail, historic Rock Island Swing Bridge, Concord Boulevard Reconstruction, environmental investigation and remediation, and acquisition of blighted properties along Concord Boulevard.

(mark (X) this box if applicable)

The Project Area is not subject to a local adopted redevelopment, corridor or other local area plan

Section III.C. Potential for Successful Implementation

1. Local leadership, political commitment and community involvement to date

Describe local leadership, political commitment and community involvement or involvement with other partners to date regarding activities in the Project Area. *(Limit 10 lines)*

Local leadership and political commitment is evident in the numerous planning efforts and implementation activities over the last 15 years. These activities include land use plans, park and trail master plans, acquisitions and clearances, environmental investigation and remediation, park and trail development, and road reconstruction. To date, the City and other governmental agencies have invested \$30 to \$35 million in parks, trails, and road reconstruction. The City's commitment was recently apparent with the efforts to preserve and renovate the historic Rock Island Swing Bridge, despite an initial lack of funding.

The community, including the Concord Boulevard Neighborhood, has been supportive of the City's efforts through public participation strategies. Many partners have been involved, including Dakota County CDA, Minnesota DNR, MPCA, U.S Department of Housing and Urban Development, and Dakota County.

2. Public involvement in Carrying Out the Grant-Funded Activities

Describe how the activities in Question III.C. 1, above, will be continued, or additional public involvement activities included in carrying out the activities funded by the requested grant. *(Limit 10 lines)*

Active participation by the Concord Boulevard Neighborhood has been critical in past planning efforts and will continue with the marketing strategy study and design guidelines. The City will utilize neighborhood meetings, open houses, and meetings with the Concord business group and residential neighborhood to generate ideas and obtain input on the type and form of redevelopment. The development community will also be involved in the discussions and studies to assure that the City's efforts are marketable and feasible.

3. Involvement of Partners in Project Implementation.

Describe how you plan to include or coordinate with appropriate private and public partners to implement future development in the Project Area. Include mention of any particular 'stumbling block' issues you will work on with one or more public or private partners. (Limit 10 lines)

Success of the marketing study and design guidelines will depend on the two following major partners: (1) The Dakota County Community Development Agency (CDA), which has a longstanding relationship with Inver Grove Heights. The CDA has, at the request of the City, acquired properties in the Concord Boulevard Neighborhood for redevelopment purposes. The CDA has frequently partnered with Dakota County cities, including Inver Grove Heights, and provided redevelopment expertise and funding. (2) Progress Plus, a non-profit organization that provides Inver Grove Heights with economic development services. Progress Plus will provide knowledge of economic development tools, especially financial tools, and contacts with the private sector, including the development community. In particular, Progress Plus' relation with the Concord businesses will be a significant asset to public involvement. These two major partners will be important to addressing potential neighborhood concerns related to density and affordable housing.

4. Capitalizing on Unique Opportunities Offered by Developing the Project Site

Describe any circumstances which present an opportunity to capitalize on unique development opportunities or advantages offered by the Project Area. Would these opportunities be jeopardized or potentially lost if the Applicant does not proceed with the grant-funded activities at this time to move the project forward to the development stage? (Limit 10 lines)

The City and other public entities have made significant progress in recent years in creating a climate for private investment in the project area by establishing Heritage Village Park, constructing the Mississippi River Regional Trail, rebuilding Concord Boulevard, and preserving and renovating the Rock Island Swing Bridge. However, these improvements have caused disruption to residents and businesses and many have suffered significant economic losses. These existing stakeholders need to see new development and believe that they can benefit from revitalization. Because of the slow recovery of the global economy, private investment will not likely find this project attractive unless these studies are completed and the City can effectively market the unique opportunities in the neighborhood. Additionally, the current depressed economy and the resultant decreased property values, provide greater opportunities for acquiring and assembling properties for redevelopment.

5. Potential to enhance major state or regional transportation investments

Describe the potential for future development to enhance major state transportation investments, such as new interchanges, ramps or major road improvements; or regional investments including transitways.

(Limit 10 lines)

The Concord Boulevard redevelopment will enhance the following regional investments:

- 1) The Metro Transit Route 71 will see increased ridership, if the route is modified, as densities and intensities of uses are increased
- 2) The new Mississippi River Regional Trail and associated park facilities will realize greater use with increased residential and commercial activities
- 3) The reconstructed Concord Boulevard will also be used more heavily with increased density and intensity of land use.

6. Potential for replication

Describe the potential for replication of future development in the Project Area, its key elements or the project type, within the city in which the project is located or elsewhere in the region. *(Limit 10 lines)*

The mixed use redevelopment of a visible, anchor site will be the catalyst and model for future redevelopment projects in the Concord Boulevard Neighborhood. Subsequent phases will be able to use the lessons learned by the initial phase of redevelopment, including the market strategies study and design guidelines and the use of partners such as the Dakota County CDA and Progress Plus.

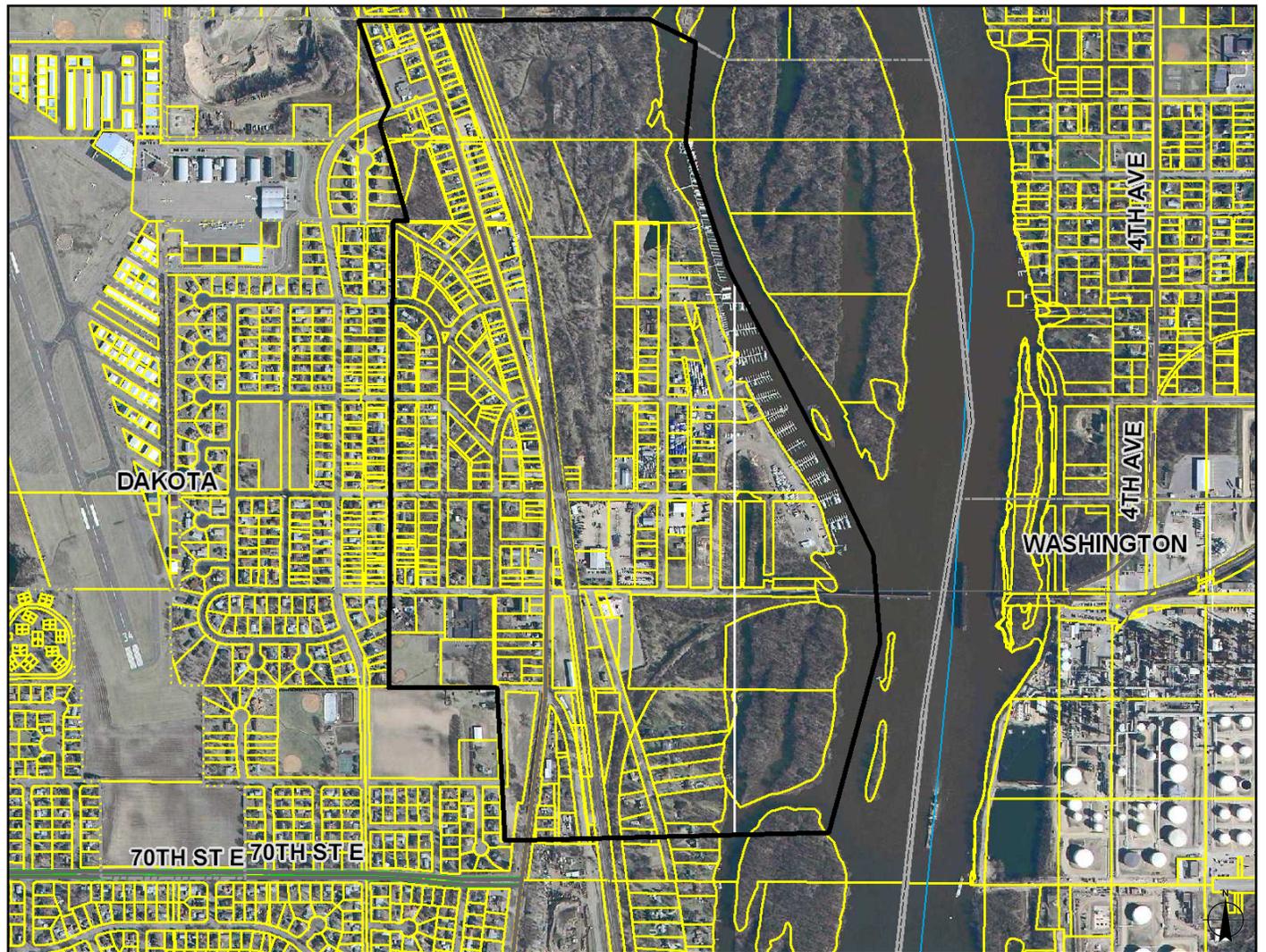
The proposed activities may also be reproducible in other communities that have

- Established neighborhoods with a traditional, pedestrian-oriented development pattern
- Major arterial street reconstruction
- Nearby major recreational and open space amenities
- Location on or near a major river and river bluffs

Concord Boulevard Neighborhood

2005 Aerial Photos

Grant Application Type: Livable Communities Demonstration Account



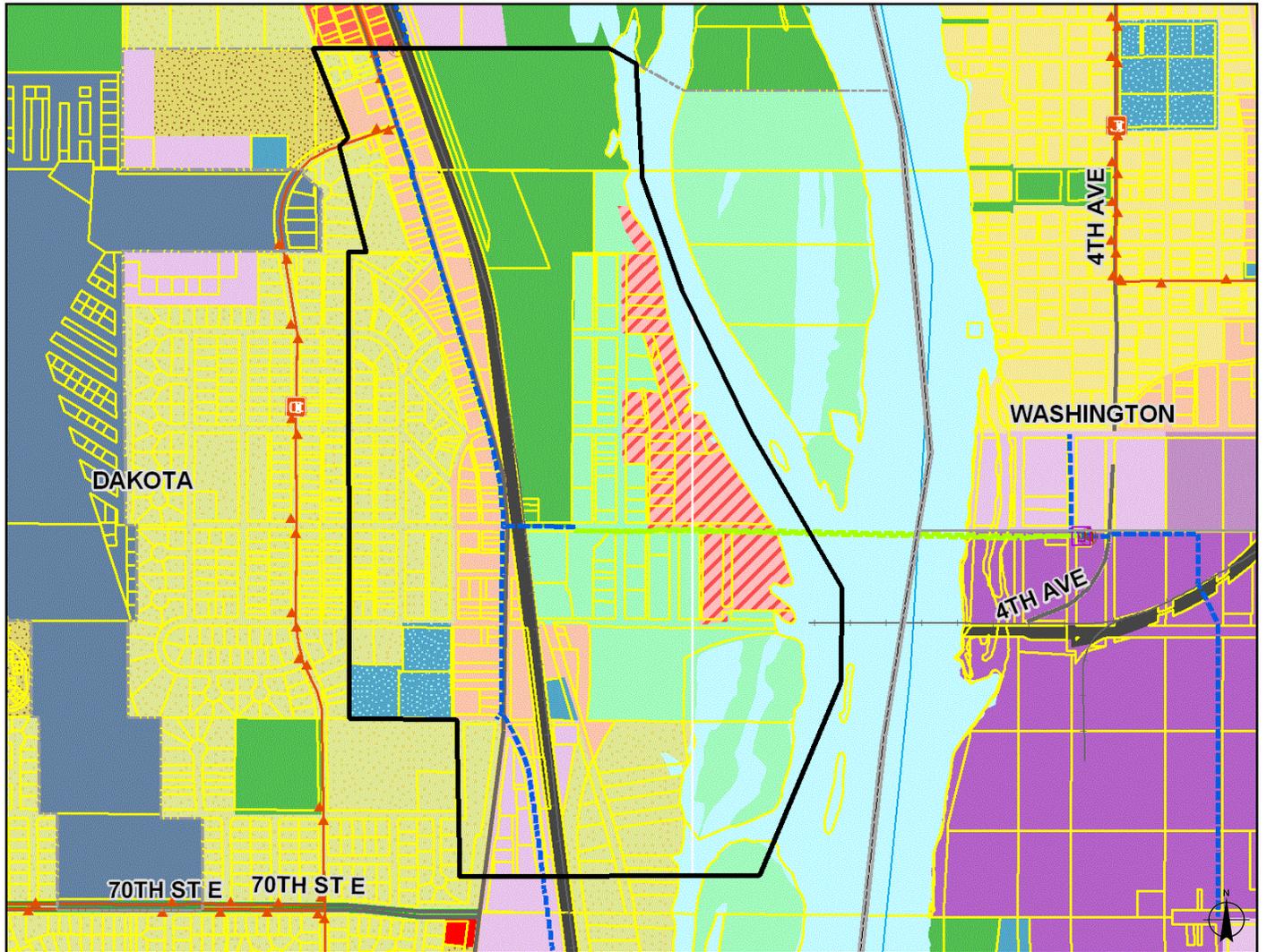
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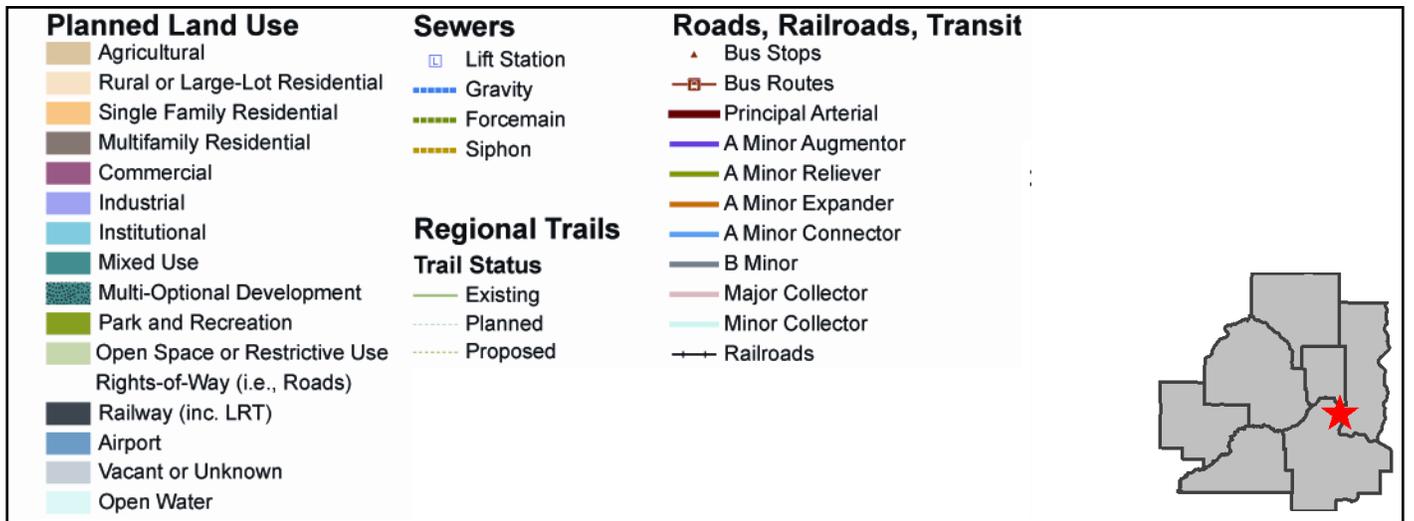
Concord Boulevard Neighborhood

2020 Planned Land Use

Grant Application Type: Livable Communities Demonstration Account

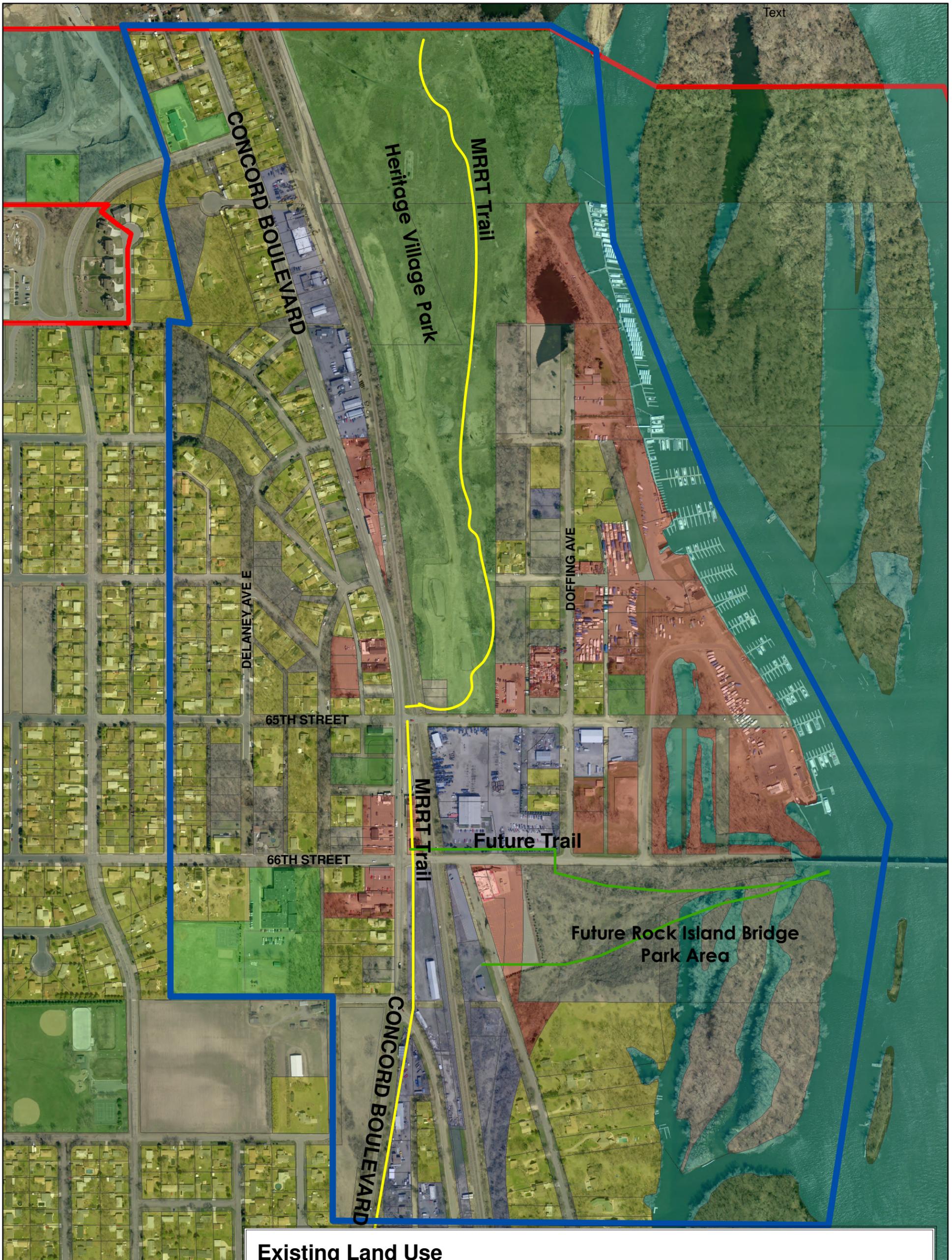


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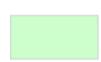
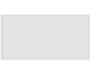
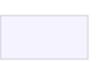
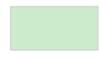
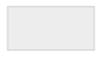
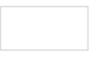


Created: Jul 2, 2010

Session URL: <http://gis.metc.state.mn.us/imf/imf.jsp?session=43645>



Existing Land Use

 COM	 IN	 ROW	 X	 RR	 AP
 MHRES	 MRES	 RRES	 IND	 WET	 OFC
 CITY OF IGH	 NO TAXPIN	 SRES	 OS	 W	 ?
 PR	 VAC	 UTL	 EXT	 GOV	

 Project Area Boundary

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Contract for Geotechnical Services to Sample and Test Pond Sediments at Three Storm Water Facility Maintenance Locations

Meeting Date: August 9, 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 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 contract for geotechnical services to sample and test pond sediments at three storm water facility maintenance locations.

SUMMARY

The City of Inver Grove Heights is required to maintain and operate its storm water system and facilities. The City has a MS4 permit issued by the MPCA which requires routine inspection of all storm water facilities on a 5-year rotation.

The City has conducted its inspections as required by the MS4 Permit. A number of storm water facilities are in need of maintenance activity. Staff is preparing to secure quotes from local contractors to do this work.

Three locations needing maintenance are shown on the attached map. These specific locations require the excavation and disposal of sediments that have been discharged by the municipal storm sewer system and deposited in nearby ponds. This pond sediment will be removed in some of the seven upcoming maintenance projects. This sediment needs to be tested and disposed of following MPCA guidelines.

AET's approach to this pond sediment testing will follow all MPCA guidelines. Their initial step includes sample collection and running gradation testing. If the soils are coarse enough, the MPCA guidelines would allow the sandy material to be used as fill without further chemical analysis. Testing costs could be cut in half with the gradation testing if coarse soils are found.

Braun's proposal does not include gradation testing up front. It requires the submittal of their scope of work to the MPCA for their approval prior to the work. This would delay the maintenance projects until MPCA approval is received. Additional City staff time would be required to get the scope approved by MPCA. There is a chance that MPCA might require that the testing follow all MPCA guidelines which would increase Braun's proposal. There is likelihood that distinct sediment layering may be found at the testing sites resulting in additional tests on each layer.

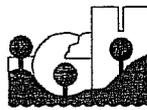
In 2009, the City tested pond sediments in similar projects. Those samples were coarse in nature. The City was allowed to dispose of the sediments in residential areas following MPCA guidelines. Similar results are anticipated in this testing program.

Staff requested proposals from two geotechnical firms to do the sediment testing. Braun Intertec and American Engineering Testing (AET) submitted proposals to complete this work (attached). Based upon staff's review of the proposals, it is recommended that AET be selected to provide these geotechnical services because of their expertise and knowledge related to this type of work. AET's proposal will follow the MPCA's guidelines and ensure that the City has the information to properly dispose of the sediment.

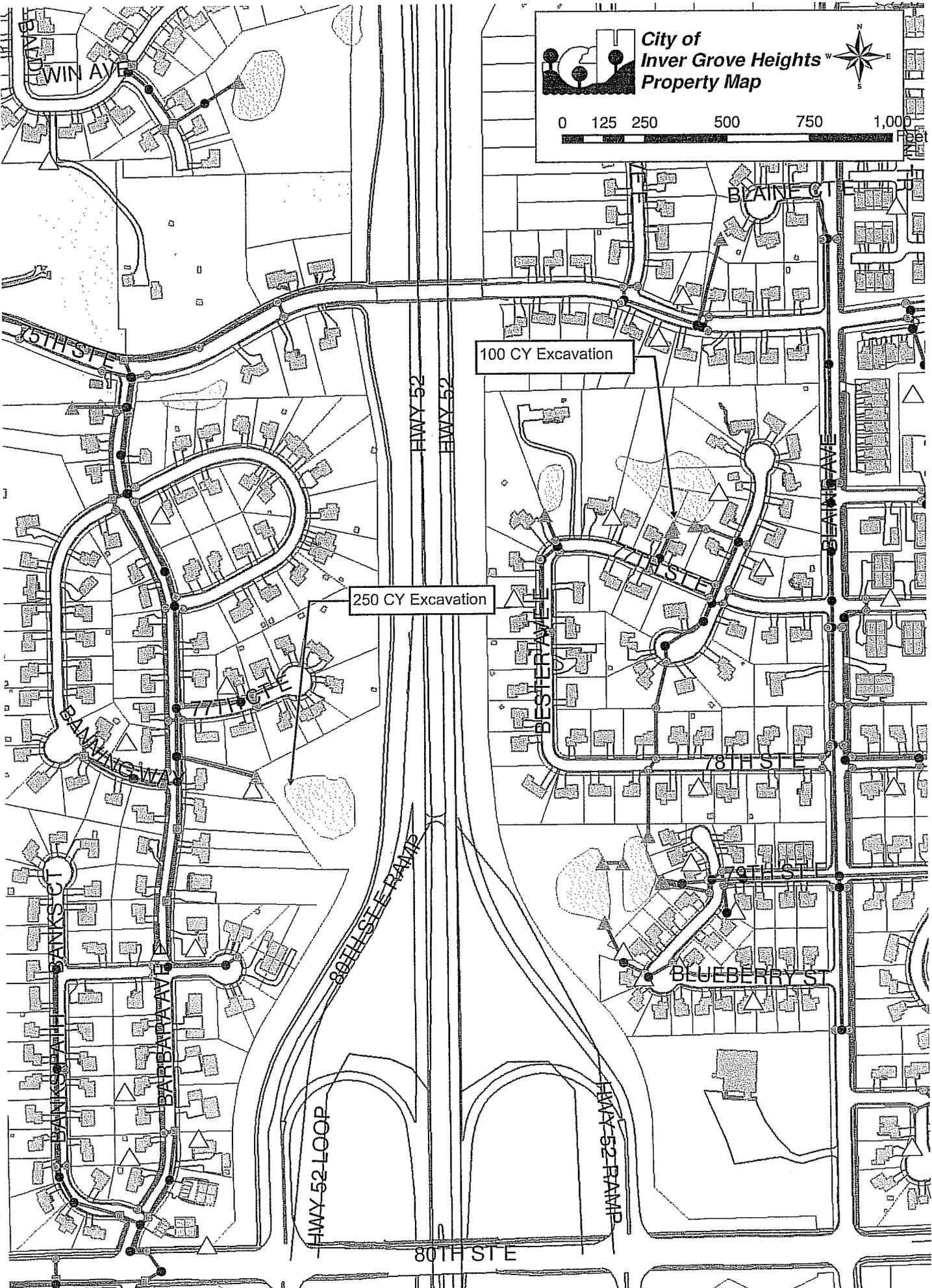
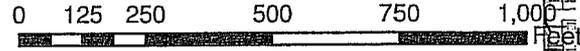
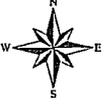
It is recommended that the Council authorize AET to perform these geotechnical services per their July 8, 2010 proposal with an estimated fee of \$4,678.

TJK/kf

Attachments: Maps
 Proposals

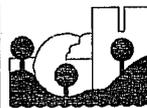


City of
Inver Grove Heights
Property Map

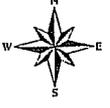


100 CY Excavation

250 CY Excavation

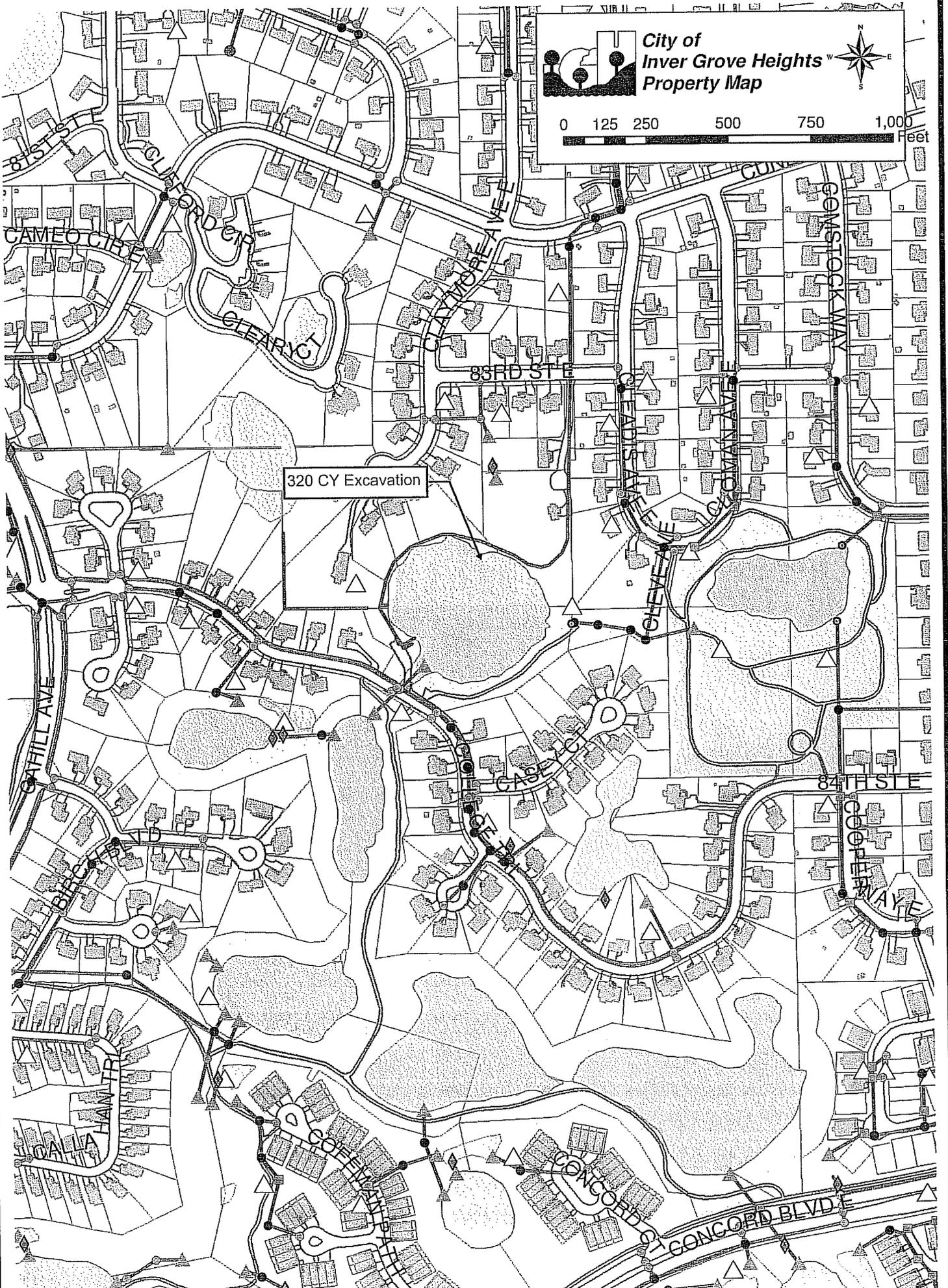


City of
Inver Grove Heights
Property Map



0 125 250 500 750 1,000 feet

320 CY Excavation





July 8, 2010

Mr. Thomas J. Kaldunski, P.E.
City Engineer
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

RE: Proposal for Dredge Material Assessment Services
Three Municipal Stormwater Basins
Inver Grove Heights, Minnesota
AET Proposal No. 03-03805

Dear Mr. Kaldunski:

American Engineering Testing, Inc. (AET) is pleased to offer the City of Inver Grove Heights (the City and the Client) environmental services to assess sediments in three separate stormwater basins located in Inver Grove Heights, Minnesota. This proposal has been prepared in response to your recent request and describes the scope of services, schedule, fees and other information regarding our services.

Project Information

The City requested that AET provide a proposal to perform gradation and/or environmental testing of sediments from three stormwater basins in Inver Grove Heights, Minnesota. A map of the locations was provided in the City and is attached to this proposal. The volumes anticipated to be dredged from the basins are 100, 250 and 320 cubic yards respectively.

The sediment characterization will be performed in general accordance with the "Modified Characterization and Permit Approach for Urban Stormwater Ponds" section of the Minnesota Pollution Control Agency (MPCA) document *Managing Dredged Materials in the State of Minnesota* (MPCA Waste Water General #2.01, June 2009 edition, pages 31-34). Based on this document, only one sample is required from each basin with 100 to 500 cubic yards of estimated dredge material to be removed.



Scope of Services

In response to your request and the above information, AET proposes the following scope of services at this time:

- Clear public utilities through Gopher State One Call.
- Collect three sediment cores, each to a depth of four feet, using hand-operated Geoprobe tooling. The core locations will be accessed by foot and/or a small boat, and will be mapped using a handheld GPS unit.
- Cap and return the recovered core sample tubes to AET's St. Paul office, to log the sediments and prepare three samples for chemical analysis. At a minimum, the log descriptions will include sediment strata, grain type, color, and depth.
- Test three representative sediment samples, one from each core location, for particle size distribution using ASTM Method D-422, which includes US Standard sieve numbers 10, 40, 100 and 200; the amount passing the No. 200 sieve represents the combined silt and clay content.
- If the sediment sample has more than 7% passing the No. 200 sieve, submit the corresponding sample collected for chemical analysis to a fixed laboratory to be tested for:
 - Polycyclic aromatic hydrocarbons "extended list" by EPA method 8270 (SIM)
 - Metals by EPA method 6010
 - Arsenic (As)
 - Copper (Cu)

Note that this is a limited parameter list associated with the modified MS4 approach, typically used for stormwater ponds in non-industrial settings.

- Prepare a report of environmental testing results; the report will document pertinent field observations, chains of custody, laboratory reports, and a narrative summarizing the results and comparing them to the applicable MPCA Soil Reference Values and Dredge Management Levels.

For the purpose of this proposal, AET has assumed that the sediments within the basins are relatively homogeneous at the sampling locations, which would require only one composite

sample at each location being tested for the analytical parameters. Our scope does not include analysis of the underlying "parent" material.

If differing soils are encountered at a sampled location, such as significant layering of different colors or textures of soil, AET may recommend that these matrices be sampled separately. For example, if silty sand is separated by a distinct layer of silty clay, we may recommend that three samples be collected at this location for assessment and testing: one from the upper silty sand, one from the silty clay layer, and one from the lower silty sand. This sampling methodology is recommended in the MPCA guidance and could lead to reducing future project costs in material disposal.

Our scope of services does not include elevation contouring, excavation, permitting, waste profiling testing and/or landfill disposal services. Please contact us if you would like analytical samples prepared for possible waste profile testing.

Performance Schedule

Following written authorization of this proposal, AET estimates it would be able schedule field tasks to begin in 2 weeks based on our current commitments. Field operations are expected to last one day. Standard soil laboratory (gradation test) turnaround times are 5 working days or less and standard analytical laboratory turnaround times are 10 working days or less. Barring unforeseen circumstances, AET estimates it will submit the report within one week of receiving the final laboratory results; actual analytical laboratory turnaround time is beyond AET's control and may extend beyond the standard time referenced above.

Fees

Our fees for services will be charged on a time and materials basis in accordance with the attached fee schedules. For the scope of services described in this proposal, we estimate fees of \$4,700 based on the following approximate breakdown:

Item	Unit	Rate	Quantity	Fee
Utility Clearance	LS	\$250	1	\$250
Sample Collection	LS	\$1,500	1	\$1,500
Initial Screening (Sieve) Test	Each	\$88	3	\$264
Metals (Arsenic and Copper)	Each	\$29	3	\$87
PAHs (extended list)	Each	\$259	3	\$777
Report/Project Management	LS	\$1,800	1	\$1,800
Estimate Total:				\$4,678

Mr. Thomas J. Kaldunski, P.E.
AET Proposal No. 03-03805
July 8, 2010
Page 4 of 5

In the event the scope of our services needs to be revised due to unanticipated or altered conditions, we will review such adjustments and the associated fees with you and receive your approval before proceeding.

Our estimate of fees does not include pond sediment excavation, removal or disposal services. The Client must contract these services separately and the excavator must clear utilities at each location where earthwork is performed.

Our estimate of fees does not include analytical testing that may be required for landfill disposal. We can collect samples for this purpose, but the associated fees would be added to the above estimate if the analyses are completed. The laboratory analyses for waste profiling often depends on the landfill's permit and the potential contaminants of concern. Based on our experience with similar projects, the testing typically includes volatile organic compounds (VOCs), total petroleum hydrocarbons (TPH) as oil and grease, and the eight RCRA metals. Depending on the land uses within the watershed, additional tests for polychlorinated biphenyls (PCBs), pesticides and herbicides may be warranted as well. The laboratory analytical fees for these tests would range from about \$300 to \$700 per sample, plus about 4 to 6 hours of additional consultation. For 50 to 500 cubic yards, we anticipate that two samples would need to be analyzed for each location. If contamination levels indicate hazardous waste, additional testing would be needed above and beyond these additional tests.

Conditions

Our services will be performed per the attached three-page Service Agreement and the one-page Subsurface Boring Supplement. Our estimate is based on our 2010 Environmental Fee Schedule; additional services requested and supplied in addition to those described above will be billed on a time and material basis in accordance with this schedule.

This proposal is valid for a period of 90 days from the date issued.

Remarks

Our scope of services is intended to comply with your request for services. The scope is not intended to assess other potential environmental conditions on the site; there may be areas that are impacted that are not detected, or there may be contaminants present other than those for which we test. This scope of services is not intended to be all-inclusive, covering every possible contaminant.

This proposal has been prepared in general accordance with the MPCA's guidance for Modified Sediment Characterization for MS4 Projects. The end use facility/disposal option you choose for this material may require additional testing and analyses that are not included in the scope of services for this proposal. It is the Client's responsibility to verify that this scope of testing and analyses complies with the requirements of the end use facility; AET and the MPCA do not

Mr. Thomas J. Kaldunski, P.E.
AET Proposal No. 03-03805
July 8, 2010
Page 5 of 5

accept any responsibility for damages or future liability due to improper reuse or placement of contaminated sediment.

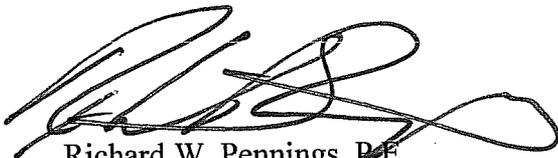
Acceptance

Please indicate your acceptance of this proposal and authorization to proceed by signing, dating and returning one copy of this proposal to us. Please retain a copy of this authorization for your records.

We appreciate the opportunity to provide this service for you and look forward to working with you on this project. If you have any questions, or need additional information regarding this matter, please call us.

Sincerely,

American Engineering Testing, Inc.



Richard W. Pennings, P.E.
Senior Environmental Engineer
Phone: (651) 789-4649
Fax: (651) 659-1379
Email: rpennings@amengtest.com

PROPOSAL ACCEPTED BY:

Signature: _____

Printed Name: _____

Company: _____

Date: _____

Attachments: 2010 Environmental Fee Schedule
Service Agreement and Subsurface Boring Supplement
City of Inver Grove Heights Property Maps (2)



Engineering/Technical Personnel Rates

A. Administrative Assistant	\$56/hr
B. Engineering/Environmental Technician I	62/hr
C. Draftsperson	69/hr
D. Engineering/Environmental Technician II	73/hr
E. Drill Technician/Geotechnical Lab Technician	82/hr
F. Technician Level II CWI/ICBO	82/hr
G. Senior Engineering/Environmental Technician III	87/hr
H. Engineering Assistant	98/hr
I. Engineer I, Geologist I, Scientist I	105/hr
J. Senior Engineering Assistant	110/hr
K. Engineer II, Geologist II, Scientist II,	120/hr
L. Senior Engineer, Geologist, Scientist	133/hr
M. Principal Engineer, Geologist, Scientist	160/hr
N. Principal of Firm	170/hr
O. Litigation Preparation	210/hr
P. Deposition or Court Time (4-hour minimum)	265/hr

The rates presented are portal to portal, with vehicle mileage, expenses and equipment rentals being additional. Reduced rates may be negotiated for long-term projects.

Overtime for personnel categories A-E charged at above cost plus 25% for over 8 hours per day or Saturday; and at above cost plus 50% for Sundays or Holidays. Night time shift work will include a premium charge of \$30.00 per person per shift.

Vehicle Mileage (personnel time and rental extra)

A. Personal Automobile/Truck	\$.70/mi
B. ½ or ¾-ton Auxiliary Truck/Van	.90/mi
C. Truck with Coring Equipment	1.00/mi
D. 1 or 2-ton Rig Auxiliary Truck	1.05/mi
E. Truck with Warning Sign/Crash Trailer	1.10/mi
F. 1-ton Truck with Drill Rig	1.10/mi
G. 1½ to 2½-ton Truck with Drill Rig	1.25/mi
H. 20-Ton CPT Truck Rig	1.50/mi
I. Tractor/Lowboy Trailer	1.70/mi

Site Exploration Equipment Rental/Services

A. Drill Rig Rental	
1. Rotary Drill on 4WD 1-ton Truck	\$62/hr
2. Rotary Drill on 2WD 1½ to 2½-ton Truck	72/hr
3. Rotary Drill on 4WD 1½ to 2½-ton Truck	74/hr
4. Rotary Drill on All-Terrain Vehicle	102/hr
5. Portable, Non-rotary Rig	72/hr
B. Rig Auxiliary/Specialty Vehicle Rental	
1. Trailer	8/hr
2. 3/4-ton Truck	15.50/hr
3. 1-ton or 2-ton Truck	20/hr
4. Truck with Warning Sign/Crash Trailer	25/hr
5. Truck with Coring Equipment	40/hr
C. Cone (CPT) Rig/Equipment Rental	
1. 20-Ton CPT Rig, Truck or ATV	\$128/hr
2. Electronic Cone or Piezocone w/computer	37/hr

4. Soil Sampler	3/hr
5. Water Sampler	20/hr
D. Geotechnical Equipment Rental	
1. Field Vane Shear	300/day
2. Inclinometer Reading Equipment	300/day
3. Pneumatic Transducer Reading Equipment (pore pressure, settlement or earth pressure)	150/day
4. Bore Hole Permeability	
a) Open End Casing Method	120/day
b) HQ Wireline Packer	300/day
5. Borehole Pressuremeter	55/hr
6. Iowa Borehole Shear Tester	310/day
7. Double Ring Infiltrometer	235/day
8. GPS Mapping System Equipment	13/hr
9. Pile Driving Analyzer (PDA)	680/day
10. Calibrated SPT Rod	175/day
11. Field Electrical Resistivity Equipment (Wenner 4-Pin)	210/day
12. Field Seismic Refraction Equipment (ReMi)	370/day
E. Geotechnical Software Rental	
1. Finite Element (seepage or soil deformation)	55/hr
2. CAPWAP	30/hr
3. Wave Equation (WEAP)	15/hr
4. LPILE or Group	15/hr
5. Slope Stability (ReSSA)	15/hr
6. Stabilized Earth Slopes and Walls	15/hr
7. Settlement (FoSSA)	15/hr
8. SHAFT	15/hr
F. Bit Wear	
1. Diamond Bit - Sedimentary Rock	
a) B, NQ	10/ft
b) HQ	12/ft
2. Diamond Bit - Metamorphic and Igneous	
a) B, NQ	17/ft
b) HQ	20/ft

Water and Wastewater Monitoring Equipment Rental

A. ISCO Autosampler	\$55/day
B. Refrigerated ISCO Autosampler	100/day
C. Liquid Level Recorder	50/day
D. Flow Meter	85/day
E. Confined Entry Equipment	140/day
F. Weir Materials	40/day
G. Recording pH Meter	45/day
H. Kemmerer Type Sampler	45/day
I. Chlorine Residual Meter	45/day
J. DR2000 Spectrophotometer	85/day

Groundwater Monitoring Equipment Rental

A. Dissolved Oxygen Meter	\$50/day
B. pH Meter	25/day
C. Conductivity Meter	25/day
D. Redox Potential Meter	25/day



American Engineering Testing, Inc.

2010 Environmental Fee Schedule

E. Bailers-Polypropylene	15/ea
F. Bailers-Teflon	30/ea
G. Groundwater Modeling Software	25/hr
H. Water Level Probe	50/day
I. Oil-Water Interface Sensor	90/day
J. Well Rate of Recovery Equipment	150/day
K. 2" Pump Assembly	100/day
L. Peristaltic Assembly	60/day
M. Stabilization Assembly	90/day
N. Turbidity Meter	25/day
O. Groundwater Filter - Gelman Inline	15/ea
P. Groundwater Filter - Nalgene	10/ea
Q. HydroPunch7	250/day

P. 40L Tedlar Bag	25/ea
Q. GasTech OVM	40/day
R. GasTech TGD	40/day
S. Three-Dimensional Pitot Tube Assembly	200/day
T. NO _x Analyzer	300/day
U. SO _x Analyzer	300/day
V. Sample Gas Conditioner	100/day
W. Extractive FTIR Analyzer	quoted per job
X. Gas Chromatograph	quoted per job

Soil Sampling and Support Equipment Rental

A. Direct Push Sampling System (Geoprobe7)	\$95/hr
B. XRF Analyzer	375/day
C. Soil Auger Assembly	50/day
D. Power Auger	65/day
E. Site Trailer	85/day
F. Level A, B, or C Protective Gear	quoted per job
G. Vacuum Blower	quoted per job
H. Coliwassa Sampler	15/ea
I. Steam Cleaning Service (includes rental)	
1. Drill Rig/Tools	315/clean
2. Down Hole Drill Tools Only	210/clean
J. Steam Cleaner	140/day
K. Portable Generator (220 volt)	25/day
L. Magnetic Locator	25/day

Industrial Hygiene Equipment Rental

A. Sampling Pump, 28.3 liter	\$50/day
B. Sampling Pump, High Flow	100/day
C. Sampling Pump, Dragger	25/day
D. Protimeter Moisture Monitor	100/day
E. Bore Scope	25/day
F. Wet Wall Detector	25/day

Air Monitoring Equipment Rental

A. Photoionization Detector	\$110/day
B. Flame Ionization Detector	125/day
C. LEL Meter	50/day
D. Landtec Methane Meter	175/day
E. Gas Meter (LEL, O ₂ , H ₂ S, CO)	95/day
F. Methane Meter	50/day
G. Air Velocity Meter	50/day
H. Air Flow Measurement Instrumentation	100/day
I. FIA Monitoring Station	300/day
J. Impinger/Meter Console Assembly	200/day
K. O ₂ /CO ₂ /CO Analyzers	300/day
L. Isokinetic Sampling Train	350/day
M. Vacuum Sampler Assembly	75/day
N. Heated Sample Line Assembly	120/day
O. Orsat Analyzer	100/day

Expenses

Direct Project Expenses:

includes out-of-town per diem; plowing and towing; special equipment, materials and supplies; special travel, transportation and freight; subcontracted services, and miscellaneous costs Cost + 15%

Equipment Replacement –

(when abandonment is more feasible than recovery) Cost

Equipment Recovery –

(when required by regulatory agencies or project specifications) Cost + 15%

Clerical/Drafting Services and Rentals

A. Report Reproduction	
1. Minimum (copying additional)	50/report
2. Copying	.35/sheet
B. Computer and Software Rental (personnel time extra)	
1. AutoCAD	25/hr
2. AutoCad Plotting	1.00/sq.ft.
3. Air Dispersion Modeling	25/hr
4. Ground Water Modeling	25/hr
C. Digital Camera/Photographs	
1. Camera Rental	25/day
2. Color Photographs	1.50/page
D. Direct Project Expenses	Cost +15%

A minimum charge of \$100.00 per job may be assessed to cover administrative costs.

SECTION 1 - RESPONSIBILITIES

1.1 - The party to whom the proposal/contract is addressed is considered the Client of American Engineering Testing, Inc. (AET). The terms and conditions stated are binding, upon acceptance, on the Client, its successors, assignees, joint ventures and third-party beneficiaries. **Verbal proposal acceptance or authorizing purchase orders from the Client are considered formal acceptance of AET's terms and conditions. By signing the proposal or verbally authorizing the services, the authorizing party attests that they have the authority to legally bind the Client to agreement.**

1.2 - Prior to AET performing services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and property owner, site safety plans or other documents which may control or affect AET's services. If new information becomes available during AET's services, Client will provide such information to AET in a timely manner. Failure of client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability of AET. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - Services performed by AET will not relieve other persons of their responsibilities according to the contract documents or specifications, and AET will not be held responsible for work or omissions by Client or other persons. AET does not perform construction management, general contracting or surveying services and our presence on site does not constitute any assumption of those responsibilities. AET will not be responsible for directing or supervising the work of others, unless specifically authorized and agreed to in writing.

1.4 - Services performed by AET often include sampling at specific locations. Inherent with such sampling is variation of conditions between sampling locations. Client recognizes this uncertainty and the associated risk, and acknowledges that opinions developed by AET, based on samples so taken, are qualified to that extent.

1.5 - AET is not responsible for interpretations or modifications of AET's recommendations by other persons.

1.6 - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.7 - AET reserves the right to charge for time to negotiate new terms and conditions from those portrayed in our proposal or should the Client require the use of their contract format. If mutually acceptable terms cannot be established, AET shall have the right to withdraw their proposal without any liability to the Client, Owner or other parties and assigns associated with the project. If Client requests use of their contract format after the services have already been authorized, AET will be compensated for services rendered prior to approval of the Client's contract by both parties according to the AET Terms and Conditions.

1.8 - The AET proposal accompanying these terms and conditions is valid for sixty (60) days after the proposal issuance date to the Client. If Client authorizes the services after the expiration date, AET reserves the right to review and revise the proposal as necessary.

SECTION 2 - SITE ACCESS, RESTORATION AND UTILITIES

2.1 - Client will furnish AET safe and legal site access.

2.2 - It is understood by Client that in the normal course of its services AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

2.3 - If AET is required to locate public or private underground utilities or subsurface structures ("hidden features") in its efforts to conform with reasonable standards of care, AET is entitled to rely on the location information provided by locating vendors. Client shall provide AET with any information available or reasonably obtainable to help prevent our services from encountering such hidden features. AET will not accept liability for encounters with hidden features.

SECTION 3 - SAFETY

3.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET's services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate services. Client shall be responsible for payment of such additional protection costs.

3.2 - AET shall only be responsible for safety of AET employees at the site. The Client or other persons shall be responsible for the safety of all other persons at the site.

SECTION 4 - SAMPLES

4.1 - Client is responsible for informing AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by, or submitted to, AET remain the property of the Client during and after the services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

4.2 - Non-hazardous samples will be held for 30 days and then discarded unless, within 30 days of the report date, the Client provides a written request that AET store or ship the samples, at the Client's expense.

SECTION 5 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a period of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 6 - STANDARD OF CARE

AET strives to perform services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints. No other warranty is implied or intended.

SECTION 7 - INSURANCE

AET maintains Worker's Compensation, Comprehensive General Liability, Automobile Liability and Professional Liability insurance. AET will furnish certificates of insurance to Client upon request.

7.1 - Commercial General Liability insurance will include coverage for Products/Completed Operations (extending two (2) years after final acceptance of the Project by Owner or such longer period as the Contract Documents may require), Broad Form Property Damage including Completed Operations, Personal Injury, and Blanket Contractual Liability insurance applicable to AET's defense and indemnity obligations under this Agreement.

7.2 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

7.3 - Professional Liability Insurance is written on a claims-made basis and coverage will be maintained for two years after final acceptance of the Project by Owner or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.

7.4 - AET can endorse its Commercial General Liability (including Products/Completed Operations coverage) and Automobile Liability to add Client and Owner as an "additional insured" with respect to liability arising out of the Services performed for Client or Owner by or for AET. Such insurance afforded to Client and Owner as an additional insured under AET's policies shall be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by Client or Owner.

7.5 - AET will maintain in effect all insurance coverage required by this Agreement at its sole expense, if such insurance is reasonably available, and with insurance carriers licensed to do business in the state in which the Project is located and having a current A.M. Best rating of no less than A minus (A-).

7.6 Upon request, prior to commencing the Services hereunder, AET will furnish Client with Certificates of Insurance evidencing that all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents.

7.7 - AET reserves the right to charge Client for additional coverage, coverage limits or policy modification including waiver of subrogation and other project specific requirements not known at the time of our proposal, subject to approval by AET's insurance providers.

SECTION 8 - DELAYS

If delays to AET's services are caused by Client or Owner, work of others, strikes, natural causes, weather, or other items beyond AET's control, a reasonable time extension for performance of work shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 9 - PAYMENT, INTEREST AND BREACH

9.1 - Invoices are due on receipt. Client will inform AET of invoice questions or disagreements within 15 days of invoice date; unless so informed, invoices are deemed correct. In any case, Client shall pay for services of AET within 30 days of invoice.

9.2 - Client agrees to pay interest on unpaid invoice balances at a rate of 1.5% per month, or the maximum allowed by law, whichever is less, beginning 30 days after invoice date.

9.3 - If any invoice remains unpaid for 60 days, such non-payment shall be a material breach of this agreement. As a result of such material breach, AET may, at its sole option, terminate all duties to the Client or other persons, without liability as well as withhold any and all data from Client until such invoice payments are restored to a current status.

9.4 - Client will pay all AET collection expenses and attorney fees relating to past due fees which the Client owes under this agreement.

SECTION 10 - MEDIATION

10.1 - Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

10.2 - Unless Client and AET mutually agree otherwise, mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equitably. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

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.

SECTION 12 - MUTUAL INDEMNIFICATION

12.1 - AET agrees to indemnify Client from and against liability arising out of AET's negligent performance of the services, subject to Section 13 and any other limitations, other indemnifications or other provisions Client and AET have agreed to in writing.

12.2 - Client agrees to indemnify AET from and against liability arising from the negligent conduct of the Client, Owner, Client's Contractors/Subcontractors or other third parties, subject to any limitations, other indemnifications or other provisions Client and AET have agreed to in writing.

12.3 - If Client has indemnity agreement with other persons, the Client shall include AET as a beneficiary.

SECTION 13 - LIMITATION OF LIABILITY

Client agrees to limit AET's liability to Client arising from AET's negligent acts, errors or omissions, such that **the total liability of AET shall not exceed \$25,000.**

SECTION 14 - UNIONIZATION

AET reserves the right to renegotiate an appropriate fee increase or to terminate its contract on three (3) days written notice to Client and will not accept any liability for any penalties or costs from Client, Owner and their successors, assignees, joint-venturers, Contractors and Subcontractors, or any other parties involved with the project for claims, liabilities, damages or consequential damages directly or indirectly related to AET being required to provide unionized personnel on the project. Reservation of this right on the part of AET represents neither approval nor disapproval of unions in general or the use of collective bargaining agreements.

SECTION 15 - TERMINATION

After 7 days written notice, either party may elect to terminate work for justifiable reasons. In this event, the Client shall pay AET for all work performed, including demobilization and reporting costs to complete the file.

SECTION 16 - SEVERABILITY

Any provisions of this agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 17 - GOVERNING LAW

This Agreement shall be construed, and the rights of the parties shall be determined, in accordance with the Laws of the State of Minnesota.

SECTION 18 - ENTIRE AGREEMENT

This agreement, including attached appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of AET's proposal and general conditions by the Client, this agreement nullifies any previous written or oral agreements, including purchase/work orders. Any modifications to this agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's general conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued services.

**SUBSURFACE BORING SUPPLEMENT
TO TERMS AND CONDITIONS**

SECTION 1 - UNDERGROUND UTILITY AND STRUCTURE CLEARANCE

1.1 - It is necessary that borings, excavations and other penetrations be located such that they maintain a minimum safe distance from underground utilities or other man-made objects. Client shall advise AET of all utilities that service or are located on the site, as well as any underground improvements located on the site. AET will contact state notification centers, where available, or individual utility owners where a state notification center is not available prior to drilling.

1.2 - Public utility owners may not provide the locating service on private property. In such situations, the Client is responsible for location of such utilities prior to drilling.

1.3 - The property owner may have private underground improvements which cannot be cleared through the state notification center or public utility owners. The Client is responsible for location of these improvements.

1.4 - AET will not be responsible for any damages to "non-located" or incorrectly located underground utilities or other man-made improvements.

SECTION 2 - SITE RESTORATION

2.1 - Client accepts that in the normal course of field exploration work, certain types of damage to the site may occur which are inherent with this type of work, such as tire indentations to lawns and landscape areas. It is the responsibility of AET to take reasonable precautions to minimize such damage. It is also AET's responsibility to patch boreholes placed through pavement or slab areas after performance of borings. Otherwise, restoration of the site is the responsibility of the client.

SECTION 3 - CONTAMINATION

3.1 - Client acknowledges and accepts that unavoidable contamination risks may be associated with AET's subsurface drilling, sampling and installation of monitoring devices. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Client and AET agree that the discovery of unanticipated actual or suspected hazardous materials may make it necessary for AET to take immediate measures, including regulatory notification, to protect human health and safety, and/or the environment. Client and AET also agree that the discovery of such materials constitutes a changed condition which may result in added costs to the Client, and may require a renegotiation of work scope or termination of services.

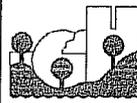
3.2 - Pursuant to risks set forth in Section 3.1, which are inherent with AET's work performed on the Client's behalf, Client agrees to hold harmless and indemnify AET from and against liability associated with contamination resulting therefrom.

SECTION 4 - LOST EQUIPMENT

Equipment lost in bore holes may be required to be retrieved or properly abandoned by government agencies. Client agrees to pay AET all costs related to retrieving and/or abandoning such equipment at AET fee schedule rates, unless agreed otherwise.

SECTION 5 - LIMITATIONS OF SUBSURFACE EXPLORATION

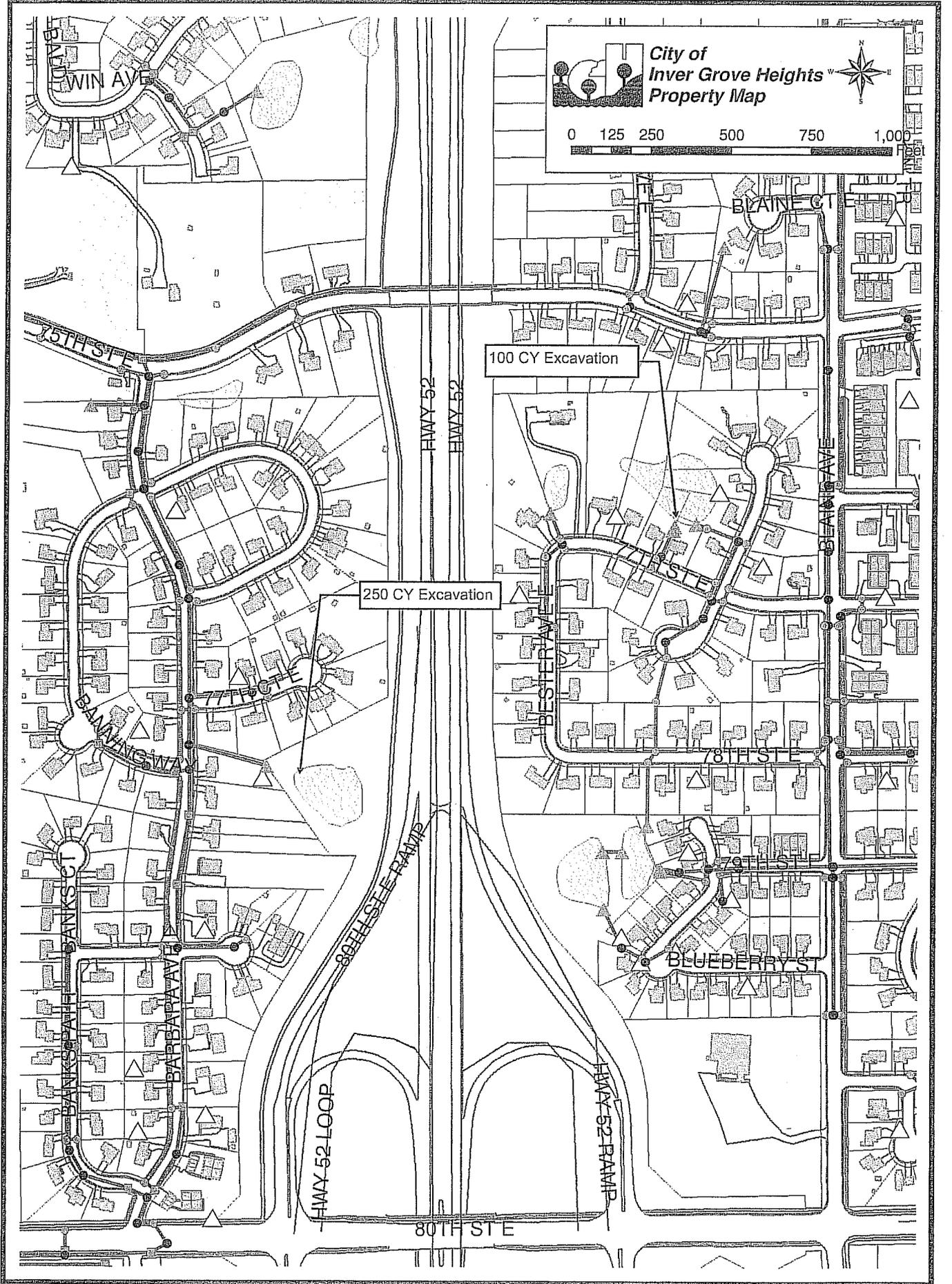
Client recognizes that unavoidable risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Variations in soil conditions usually occur between and beyond sampled/tested locations. Even a comprehensive sampling and testing program performed in accordance with a professional standard of care may fail to detect certain conditions, because the variability of conditions cannot be seen. For similar reasons, actual environmental, geologic and geotechnical conditions that AET characterizes to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and Client recognizes that, due to natural occurrences or direct or indirect human activities at the site or distant from it, actual conditions discovered may change. Client recognizes that nothing can be done to eliminate the risks associated with these limitations.

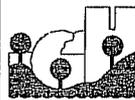


City of
Inver Grove Heights
Property Map

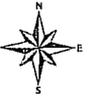


0 125 250 500 750 1,000 Feet



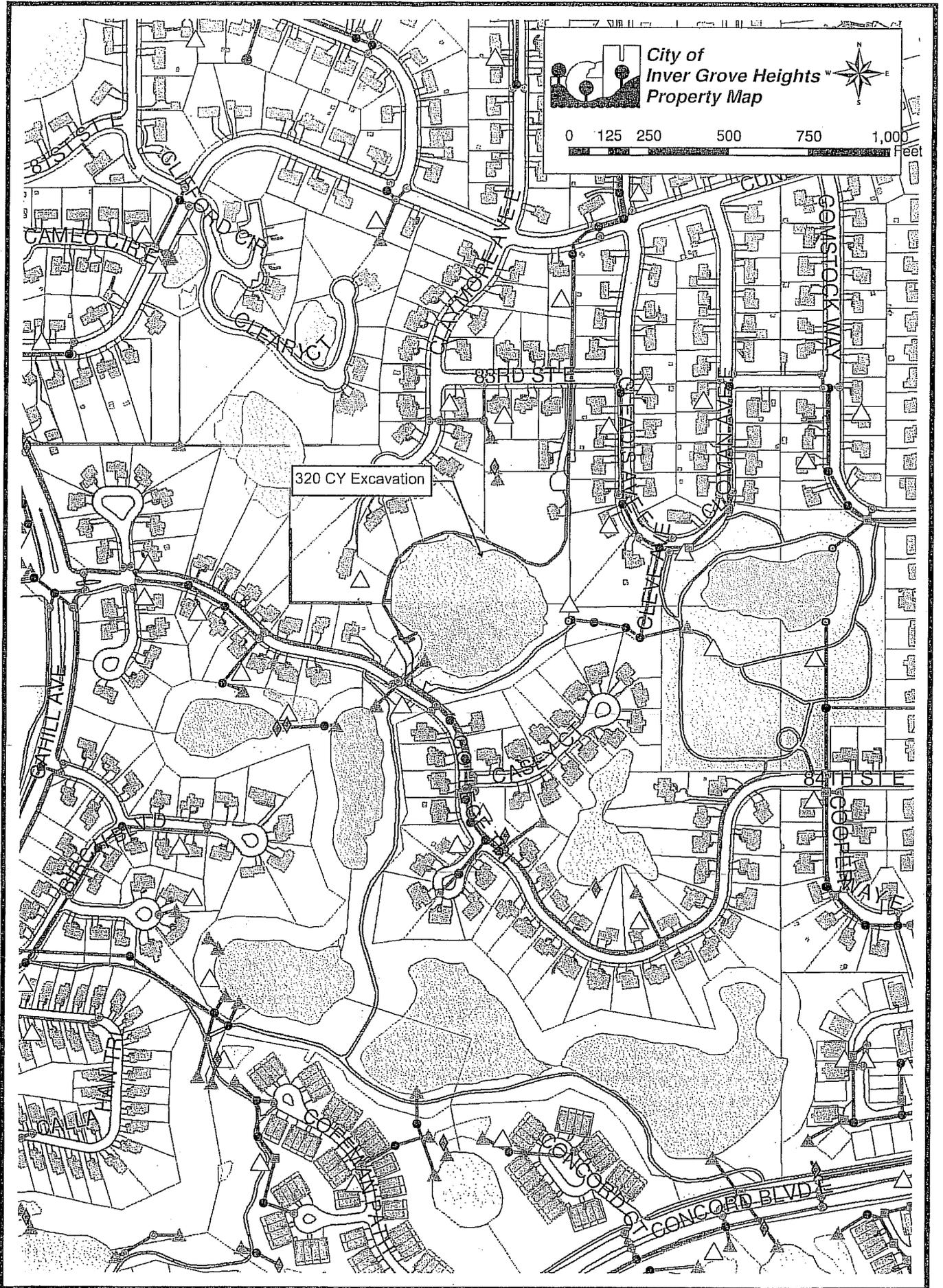


City of
Inver Grove Heights
Property Map



0 125 250 500 750 1,000 Feet

320 CY Excavation



**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 July 8, 2010, relating to geotechnical testing services for Dredge Material Assessment, Three Municipal Ponds 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 23rd day of July, 2010.

American Engineering Testing, Inc.

By: _____

Jerry Rick, Vice President

City of Inver Grove Heights

By: _____

George Tourville, Mayor

Attest:

Melissa Rheaume, Deputy City Clerk

July 22, 2010

Proposal SP-10-07791

Mr. Thomas J. Kaldunski, PE
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Re: Proposal for Pond Sediment (Dredge) Sampling
Multiple Stormwater Ponds
Inver Grove Heights, Minnesota

Dear Mr. Kaldunski:

Braun Intertec is pleased to present this proposal to conduct pond sediment (dredge) sampling at the referenced facilities (the Site), and for laboratory analyses of the sediment samples collected for this effort. We understand that the goal is to characterize the in-place sediment (future dredge material) for potential disposal purposes and that the excavation depths will be between 2 and 4 feet below current bottom elevations. Our scope is generally based on the Minnesota Pollution Control Agency's Dredge Materials Management guidance document.

Sediment Sampling

The City of Inver Grove Heights (City) staff has provided information depicting proposed dredge areas and quantities. Our scope of work is based upon this information.

We propose to advance one sampling probe in the area of each flared end (for a total of 3 probes) to approximately 4 feet below the top of the sediment. The samples for laboratory analysis will be obtained from the sampler from the 0- to 4-foot interval of each probe. The samples will be collected at each location by advancing a bucket auger and/or driving a push probe sampler into the underlying sediment.

For each probe advanced in the three ponds, soil sample textures will be evaluated by visual methods as the samples are collected and noted in the field notes. MPCA guidance requires that if distinct sediment layering is observed during sample collection, testing must be performed on each distinct layer. For this proposal, we assume that no distinct layering will be observed.

If during the sample collection process our field technician believes that the sampled interval may contain less than 7% fines, we will also take a soil sample for potential grain size evaluation from each such location.

Drilling tools will be cleaned prior to and between sampling runs by washing the equipment with a brush and water containing trisodium phosphate and rinsing the equipment with water. If split-spoon samplers are used, a clean liner will be used for sample collection for each sample.

The samples will be transferred to clean laboratory-supplied containers, preserved in accordance with Braun Intertec Standard Operating Procedures (SOPs) and transported to the Braun Intertec laboratory for analysis. Chain of Custody will be initiated at the time of sampling and maintained throughout the process.

Sample Analytical Parameters

Each of the three (3) samples will be analyzed by the Braun Intertec laboratory according to the Modified Sediment Characterization for MS4 Projects (MPCA, 2008). The parameters are as follows:

- Arsenic by SW-846 EPA 6010
- Copper SW-846 EPA 6010
- Extended list Polycyclic Aromatic Hydrocarbons listed in Table 4 of MPCA Guidance Document

Standard Braun Intertec quality assurance/quality control (QA/QC) procedures will be used. The samples will be analyzed within standard turnaround time of approximately 15 working days. Gradation testing is not planned to be performed as gradation information is used to determine whether or not chemical analyses are required. If you wish us to perform gradation testing, please let us know prior to the sampling and we can do so at additional cost.

Should samples be collected for grain size evaluation, we will discuss such testing with you prior to initiating any such tests. If you authorize us to perform such tests, we will perform a #200 wash test (ASTM D1140) on the relevant sample(s) to determine the proportion (by percent) of the sample that passes the #200 sieve.

Reporting

We will prepare a letter report describing our sampling goals, methodology, and results. Laboratory data will be tabulated and the tables provided to you along with the laboratory report(s). The MPCA Level 1 and Level 2 Soil Reference Values will be included in the table and concentrations exceeding either of those values will be highlighted.

Schedule

We will schedule the work upon receipt of your authorization. Generally, we are able to schedule the field sediment collection within 5-7 days of receipt of authorization. Completion of laboratory testing requires approximately 10 business days, and report preparation will be completed within 5 days of the completion of the laboratory testing.

Cost

The proposed cost for the scope of services described is summarized in the following table.

Task	Description	Cost
Sediment Sample Collection	2 Field technicians, safety and sampling equipment and expenses	\$1,350
Soil Chemistry	3 Cu@\$15, 3 As@\$15, 3 PAH samples @ \$300 per sample	\$990
Soil Gradation (if requested)	\$66/sample; up to 3 samples	\$198
Engineering, Project Management and Reporting		\$735
	Total	\$3,273

The cost for the soil gradation testing will only be incurred for samples requested by you to be tested.

References

MPCA, 2009. Managing Dredged Materials in the State of Minnesota, Minnesota Pollution Control Agency, June, 2009.

General

Our scope of our work described above was determined by our understanding of the rules and guidance of the Minnesota Pollution Control Agency as they apply to needs of the City of Inver Grove Heights as described in discussion with you. We recommend that this scope of work be submitted for approval by MPCA prior to beginning the work.

For the purposes of this proposal, we here assume that the total number of samples (3) will not need to be increased due to sediment layering observed during the sample collection process. Should layering be observed, we will contact you to discuss prior to changing the scope of the chemical sampling costs.

We appreciate the opportunity to provide this cost estimate. Please call Mark Ciampone at 651.487.7015 or Doug Bergstrom at 651.487.7004 if you have questions about the proposal or require additional information.

Sincerely,

BRAUN INTERTEC CORPORATION

for


Mark A. Ciampone, PG, CHMM
Senior Scientist


Douglas J. Bergstrom, PG, CHMM
Principal Scientist

Attachment:

Signature Page

General Conditions 6-15-06

City of Inver Grove Heights Addendum #1

Authorization to Proceed:

Please proceed according to the described scope of services and General Conditions:

Authorizer's Firm

Authorizer's Name (please print or type)

Authorizer's Signature

Authorizer's Title

Date

ADDENDUM NO. 1 TO AGREEMENT BETWEEN
BRAUN INTERTEC CORPORATION AND
THE CITY OF INVER GROVE HEIGHTS

Braun Intertec Corporation and the City of Inver Grove Heights hereby agree that the contract between the parties dated July 22, 2010, relating to Pond Sediment Testing is hereby amended to provide that Section 5.5 of the General Conditions is amended in its entirety to provide as follows:

5.5 If you do not pay us within 60 days of invoice date and we commence a legal action to collect our compensation and the legal action against you is resolved in our favor, you agree to reimburse our expenses, including but not limited to attorney fees, staff time, expert witness fees, and other costs of collection or litigation; if the legal action is resolved in your favor, then we will reimburse you your expenses including but not limited to attorney fees, staff time, expert witness fees, and other costs of litigation.

If you make a claim in a legal action against us that is resolved in our favor, you agree to reimburse our expenses, including but not limited to attorney fees, staff time, expert witness fees, and other costs of litigation; if the legal action is resolved in your favor, then we will reimburse you your expenses including but not limited to attorney fees, staff time, expert witness fees, and other costs of litigation.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 1 this 22 day of July, 2010.

Braun Intertec Corporation

By: _____

Its: _____


Principal Scientist

City of Inver Grove Heights

By: _____

George Tourville, Mayor

Attest:

Melissa Rheume, Deputy City Clerk

Our agreement ("Agreement") with you consists of these General Conditions and the accompanying written proposal or authorization.

Section 1: Our Responsibilities

1.1 We will provide the services specifically described in our Agreement with you. You agree that we are not responsible for services that are not fairly included in our specific undertaking. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

1.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction.

1.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and, further, that site conditions may change over time.

1.4 Our duties do not include supervising your contractors or commenting on, overseeing, or providing the means and methods of their work, unless we accept such duties in writing. We will not be responsible for the failure of your contractors to perform in accordance with their undertakings, and the providing of our services will not relieve others of their responsibilities to you or to others.

1.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, job, or site health or safety unless we accept that duty in writing.

1.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our

employees are authorized by you to refuse to work under conditions that may be unsafe.

1.7 Estimates of our fees or other project costs will be based on information available to us and on our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 2: Your Responsibilities

2.1 You will provide us with prior geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed our work.

2.2 You will provide access to the site. In the course of our work some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of normal damage in the estimated charges.

2.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site unless we accept that duty in writing. You agree to hold us harmless from claims, damages, losses, and related expenses involving buried objects of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others on your behalf furnished to us.

2.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials in a sample provided to us. You agree to provide us with information in your possession or control relating to contamination at the work site. If we observe or suspect the presence of contaminants not anticipated in our Agreement, we may terminate our work without liability to you or to others, and we will be paid for the services we have provided.

2.5 Neither this Agreement nor the providing of services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous materials. You agree to hold us harmless and indemnify us from any such claim or loss.

2.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless we accept that duty in writing.

2.7 You agree to make disclosures required by law. In the event you do not own the site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. You agree to hold us harmless and indemnify us from claims related to disclosures made by us that are required by law and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.

Section 3: Reports and Records

3.1 We will furnish reports to you in duplicate. We will retain analytical data for seven years and financial data for three years.

3.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property but are subject to a license to you for your use in the related project for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval, which will not be unreasonably withheld. You agree to indemnify and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use. At your request, we will provide endorsements of our reports or letters of reliance, but only if the recipients agree to be bound by the terms of our agreement with you and only if we are paid the administrative fee stated in our then current Schedule of Charges.

3.3 Because electronic documents may be modified intentionally or inadvertently, you agree that we will not be liable for damages resulting from change in an electronic document occurring after we transmit it to you. In case of any difference or ambiguity between an electronic and a paper document, the paper document shall govern.

3.4 If you do not pay for our services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control. You agree not to use or rely upon our work for any purpose whatsoever until it is paid for in full.

3.5 Samples remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleaned of contaminants are and continue to be your property. They will be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 4: Compensation

4.1 You will pay for services as agreed upon or according to our then current Schedule of Charges if there is no other written agreement as to price. An estimated cost is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

4.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices on receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

4.3 If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person's written acceptance of all terms of our Agreement and we agree to extend credit to that person and to release you.

4.4 You agree to compensate us in accordance with our fee schedule if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

4.5 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work change, or if changed labor union conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice and we will receive an equitable adjustment of our compensation. If you and we do not reach agreement on such compensation within 30 days of our written application, we may terminate without liability to you or others.

4.6 If you fail to pay us within 60 days following invoice date, we may consider the default a total breach of our Agreement and, at our option, terminate our duties without liability to you or to others.

4.7 In consideration of our providing insurance to cover claims made by you, you hereby waive any right of offset as to fees otherwise due us.

Section 5: Disputes, Damage, and Risk Allocation

5.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

5.2 Neither of us will be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital.

5.3 We will not be liable for damages unless suit is commenced within two years of the date of injury or loss or within two years of the date of the completion of our services, whichever is earlier. We will not be liable unless you have notified us of the discovery of the claimed breach of contract, negligent act, or omission within 30 days of the date of discovery and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages.

5.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability will not exceed the fee paid for our services or \$50,000, whichever is greater, and you agree to indemnify us from all liability to others in excess of that amount. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of our Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.

5.5 If you do not pay us within 60 days of invoice date, or if you make a claim against us that is resolved in our favor, you agree to reimburse our expenses, including but not limited to attorney fees, staff time, expert witness fees, and other costs of collection or litigation.

5.6 The law of the state in which our servicing office is located will govern all disputes. Each of us waives trial by jury. No employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not make a claim against individual employees.

Section 6: General Indemnification

6.1 We will indemnify and hold you harmless from and against demands, damages, and expenses to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.

6.2 To the extent it may be necessary to indemnify either of us under Section 6.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

6.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 7: Miscellaneous Provisions

7.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our sole negligence.

7.2 This Agreement is our entire agreement. It supersedes prior agreements. It may be modified only in a writing, making specific reference to the provision modified.

7.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

7.4 Our Agreement may be terminated early only in writing. We will receive an equitable adjustment of our compensation in the event of early termination.

Revised 6-15-06

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Parking Restrictions on Dehrer Court

Meeting Date: August 9, 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

SAT

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

PURPOSE/ACTION REQUESTED

Consider a resolution prohibiting parking on Dehrer Court south of 75th Street East to its southern terminus.

SUMMARY

The City has received a request from a property owner on Dehrer Court seeking a no parking zone due to the narrow road. The street improvements do not provide adequate width for parking on Dehrer Court. A resolution should be passed that prohibits parking on this segment of Dehrer Court (see attached map).

The proposed street width is consistent with Council project and approval on February 22, 2010 which improves the street to a width of 16 feet. These street improvements were requested by residents on this street segment.

A letter was sent to three residents and one business that are affected property owners. The letter states that the street would be posted no parking.

Staff recommends passage of the attached resolution which would authorize the posting of no parking signs on Dehrer Court south of 75th Street East to the south terminus.

TJK/kf
 Attachments: Resolution
 Map
 Letter to residents

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

RESOLUTION NO. _____

**RESOLUTION RELATING TO PARKING RESTRICTIONS ON DEHRER COURT SOUTH OF 75TH
STREET EAST TO ITS SOUTH TERMINUS**

WHEREAS, this resolution was passed this 9th day of August 2010 by the City of Inver Grove Heights in Dakota County, Minnesota. The Municipal corporation shall hereinafter be called the "City",
WITNESSETH:

WHEREAS, the City has planned the improvement of Dehrer Court south of 75th Street East to its south terminus in the City of Inver Grove Heights, Minnesota; and

WHEREAS, the City has received a request for a no parking sign on this narrow road from a resident; and

WHEREAS, this 16-foot wide street improvement does not provide adequate width for parking on the street; and

WHEREAS, City Code Title 6 Chapter 3 and Minnesota State Statute 169.04 does authorize "Regulatory and Warning Sign Placement"; and

WHEREAS, Minnesota Statutes, Chapter 169.04, has been adopted by the City Council of Inver Grove Heights by reference as part of said City Code.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the City shall ban the parking of motor vehicles on Dehrer Court from 75th Street East to its south terminus.

All such signs, upon placements, shall be in full force and effect under the Laws of the State of Minnesota, Chapter 169.04, and the Highway Traffic Regulation Act.

Adopted by the City Council of Inver Grove Heights this 9th day of August 2010.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

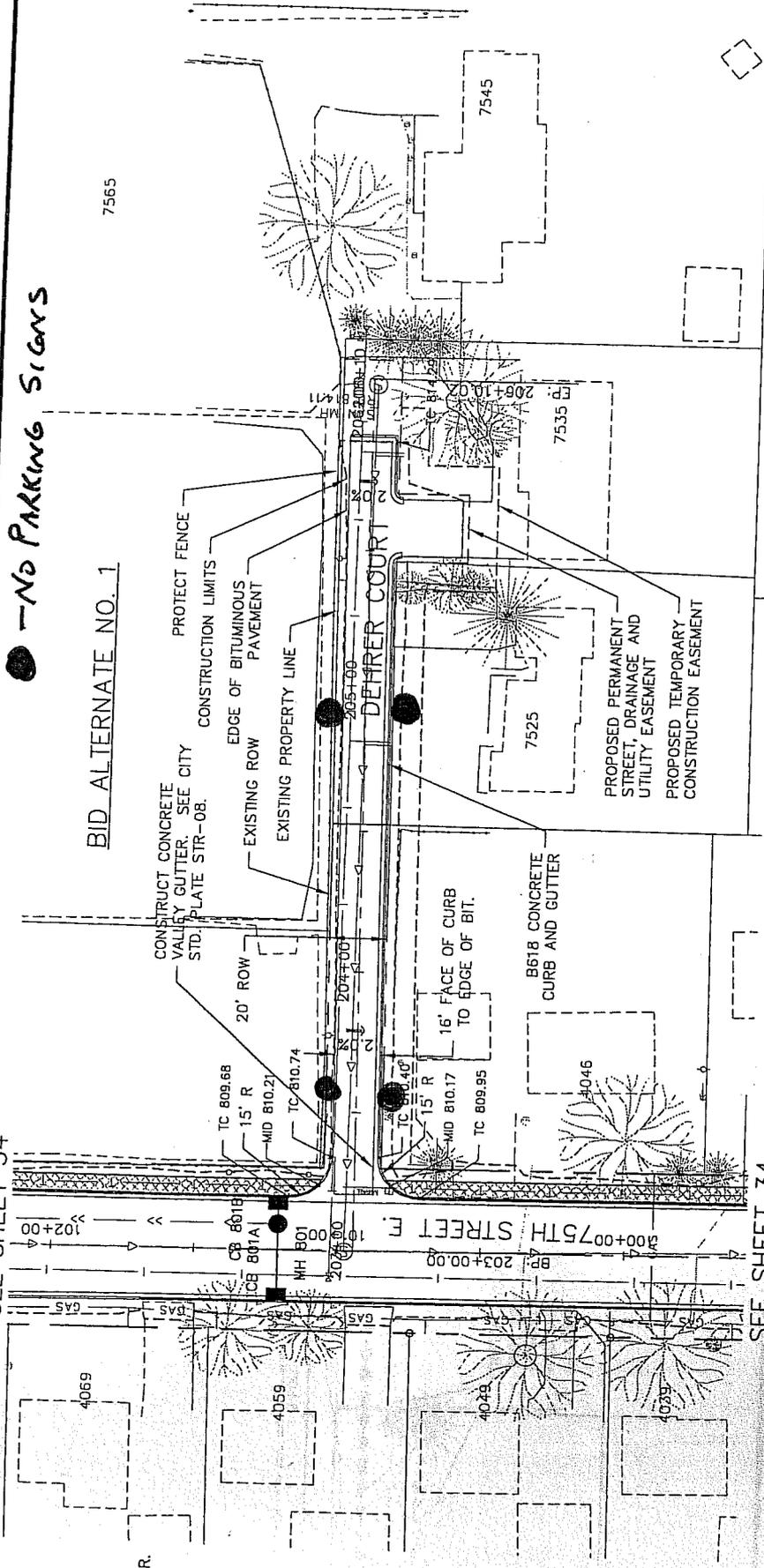
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EXISTING MATERIAL
FOR SERVICES AS
ID CONFLICTS WITH

PRIMARY AND AS
PROPOSED STORM SEWER.

SEE SHEET 34

SEE SHEET 34



BID ALTERNATE NO. 1

No PARKING SIGNS

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MID 810.21

TC 810.74

TC 812.40

MID 810.17

TC 809.95

TC 814.40

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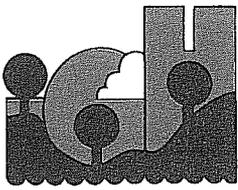
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City of Inver Grove Heights

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

August 4, 2010

Re: No Parking Zone on Dehrer Court south of 75th Street East

Dear Resident/Property Owner:

The City of Inver Grove Heights has received a request to establish a No Parking Zone on Dehrer Court south of 75th Street East to its south terminus. A copy of a map showing the No Parking Zone and the resolution the Council will consider at its August 9, 2010 Council meeting is enclosed.

This No Parking Zone is being considered because of a request received and the narrow 16-foot width of the road. Please contact me at 651-450-2572 if you have any questions regarding this action.

Sincerely,

A handwritten signature in black ink, appearing to read 'Thomas J. Kaldunski', written in a cursive style.

Thomas J. Kaldunski
City Engineer

TJK/kf
Enclosures

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Authorizing Feasibility and Approving Individual Project Order No. 16 with Kimley-Horn and Associates, Inc. for City Project No. 2010-22 – Ravine Pond Railroad Erosion Mitigation Improvements

Meeting Date: August 9, 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

SA

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, Capital Improvement Revolving Fund, Union Pacific Railroad

PURPOSE/ACTION REQUESTED

Consider a resolution authorizing a feasibility study and approving Individual Project Order (IPO) No. 16 with Kimley-Horn and Associates, Inc. for City Project No. 2010-22 – Ravine Pond Railroad Erosion Mitigation Improvements.

SUMMARY

City Project No. 2008-10 – Ravine Ponds was completed in 2009 to provide a method of reducing erosion and managing storm water in the area east of T.H. 52, south of the Union Pacific Railroad (UPRR). This project constructed a two-celled storm water pond system.

In the fall of 2009 and the spring/summer of 2010, the City has experienced a number of heavy rainfall events. This runoff has caused the erosion of the existing ravine that drains from the Union Pacific Railroad (UPRR) into the ravine pond. The storm water management system has captured a large plume of sediment from this erosion as illustrated in the attached topographical survey. The ravine that drains from the railroad has experienced a lot of erosion.

City staff has met with the UPRR officials to discuss this erosion. It is occurring on an area that has been problematic for some time. The UPRR has indicated they are willing to negotiate with the City for these repairs and will consider providing some funding based on their percentage of the drainage area. The UPRR has asked for detailed information on the project costs. It is recognized that other parcels may contribute more runoff than the railroad does.

It is proposed to utilize MS 429 to implement and fund this project. This would result in a drainage assessment to all parcels in the study area. The City Council will consider adopting a resolution authorizing the preparation of a feasibility report for this project. It is also anticipated that the City's Capital Improvement Revolving fund will be utilized to cover the up-front costs until the project is completed and assessed to the benefitting properties.

The City has requested a proposal from Kimley-Horn and Associates, Inc. for the preliminary design and feasibility study. A copy of their IPO is attached. The budget for their work is \$22,565.00. Staff recommends the use of Kimley-Horn for this project based on their knowledge of the ravine ponds project (City Project No. 2008-10), their professional experience and their relationship with UPPR.

This project will consist of removing the existing plume from the storm water pond, stabilizing the ravine between the existing pond and the railroad tracks, and the construction of an additional storm water management pond near the railroad.

It is recommended that the City Council adopt the resolution authorizing the feasibility report for City Project No. 2010-22 – Ravine Pond Railroad Erosion Mitigation Improvements and authorizing staff to enter into the agreement with Kimley-Horn for the feasibility report and preliminary design as outlined in IPO 16.

TJK/kf

Attachments: Resolution
IPO No. 16
Map

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION AUTHORIZING PREPARATION OF A FEASIBILITY STUDY AND APPROVING INDIVIDUAL
PROJECT ORDER NO. 16 WITH KIMLEY-HORN & ASSOCIATES, INC. TO PREPARE THE FEASIBILITY
STUDY FOR CITY PROJECT NO. 2010-22 – RAVINE POND RAILROAD EROSION MITIGATION
IMPROVEMENTS**

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>
2010-22	Ravine Pond Railroad Erosion Mitigation Project. The project will consist of removing the existing sediment plume from the existing ravine pond, stabilization of the ravine between the railroad and the existing pond, construction of new storm water management facilities such as ponds, outlets, storm sewers and other related appurtenances.

WHEREAS, Kimley-Horn & Associates, Inc. was the engineer of record for the ravine pond project (City Project No. 2008-10); and

WHEREAS, Kimley-Horn & Associates, Inc. has the necessary professional skills and knowledge of the project site to conduct a preliminary design and feasibility study to satisfy City and railroad requirements; and

WHEREAS, the actual area of eroded material encountered at the project site requires removal and site stabilization to protect the railroad; and

WHEREAS, Kimley-Horn & Associates, Inc. has developed relationships with the Union Pacific Railroad and other nearby property owners to successfully negotiate an agreement with UPRR and prepare a feasibility study for the project.

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

1. 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 it would be best made, as proposed, or in connection with other improvements and the estimated cost of the improvements as recommended.
2. Kimley-Horn & Associates, Inc. is authorized, via Individual Project Order No. 16 in the amount of \$22,565.00, to prepare the feasibility study for City project No. 2010-22 – Ravine Pond Railroad Erosion Mitigation Project. Funding shall come from the Capital Improvement Revolving Fund.

Adopted by the City Council of Inver Grove Heights this 9th day of August 2010.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

INDIVIDUAL PROJECT ORDER NUMBER 16

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

Identification of Project: Ravine Pond Railroad Erosion Mitigation Improvements
City Project 2010-XX

General Category of Services: Preliminary Design Phase & Feasibility Study Services

Specific Scope of Basic Services: Provide preliminary design phase services and a feasibility report for erosion mitigation improvements at the Ravine Ponds site, including restoration of the ravine between the Union Pacific Railroad and north pond. See attached Exhibit A for a more detailed summary of the scope of services.

Additional Services if Required: None identified at this time.

Schedule: See attached Exhibit C.

Deliverables: Preliminary Layouts and Cost Estimates
Feasibility Report

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

Special Terms of Compensation: None

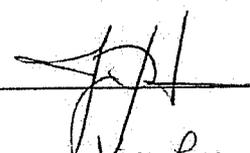
Other Special Terms of Individual Project Order: None

ACCEPTED:

CITY OF INVER GROVE HEIGHTS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____

TITLE: _____

TITLE: *Vice President* _____

DATE: _____

DATE: *8/9/10* _____

EXHIBIT A
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO. 16

RAVINE POND RAILROAD EROSION MITIGATION IMPROVEMENTS
CITY PROJECT 2010-XX

This IPO includes preliminary design and feasibility study services for Ravine Pond Railroad Erosion Mitigation Improvements.

1. Preliminary Design Services

A. Preliminary Drainage Analysis

Kimley-Horn will identify and evaluate the existing drainage patterns of the upstream watershed of the eroded ravine using the following information:

- Dakota County GIS information
- Topographic survey (GPS) obtained by city staff of ravine area and the Union Pacific Railroad right-of-way
- Field observations

We will create a HydroCAD Model of the watershed to identify flow through the ravine during the critical 2, 10, and 100-year rain events.

B. Ravine Restoration Concept Plans

Kimley-Horn will develop up to two (2) options for ravine restoration. The concept plan for each option will include the following:

- Conceptual BMP design including pipes and structures
- Ravine restoration preliminary grading plan
- Permanent erosion and sediment control measures
- Temporary and permanent easement needs

C. Cost Estimates

Kimley-Horn will develop cost estimates for the two concept plans, including construction and easement acquisition costs.

2. Feasibility Study Services

We will prepare a feasibility report summarizing the proposed improvements for the alternative selected as a result of the preliminary design analysis. We will include a total project cost estimate for the proposed improvements and develop a proposed financing plan including preparation of a preliminary assessment roll summarizing special assessments to benefiting property owners.

We will provide the City with three (3) copies of the draft report and twelve (12) copies of the final version of the report. We will also provide the City with an electronic copy of the report.

3. Project Coordination/Meetings

Our Scope of Work includes up to two (2) meetings with City staff. We understand that coordination with project stakeholders will be required including:

- Union Pacific Railroad
- Nuorala Property
- Dakota County Soil and Water Conservation District

We have included up to three (3) meetings with some combination of the above stakeholders in our scope of work. We have also included one (1) presentation at a City council meeting/work session.

EXHIBIT B
ESTIMATED COSTS

INDIVIDUAL PROJECT ORDER (IPO) NO. 16

RAVINE POND RAILROAD EROSION MITIGATION IMPROVEMENTS
CITY PROJECT 2010-XX

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

<u>Services</u>	<u>Fee Basis</u>	<u>Est. Cost</u>
1. Preliminary Design Services	Hourly	\$ 6,585
2. Feasibility Study Services		\$ 8,600
3. <u>Project Coordination/Meetings</u>		\$ 6,080
Subtotal		\$ 21,265
Reimbursable Expenses		\$ 1,300
Total		\$ 22,565

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

Our total estimated not-to-exceed cost for the scope of services included as a part of this IPO is, therefore, \$ 22,565 including all labor and reimbursable expenses.

EXHIBIT C
SCHEDULE

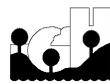
INDIVIDUAL PROJECT ORDER (IPO) NO. 16

RAVINE POND RAILROAD EROSION MITIGATION IMPROVEMENTS
CITY PROJECT 2010-XX

Work will be completed based upon a schedule agreed upon with the City of Inver Grove Heights and will be somewhat dependent on coordination with Union Pacific Railroad. A possible schedule for the project is as follows:

Preliminary Design Options to City
Feasibility Study Complete

August/September 2010
October 2010



City of
Inver Grove Heights



0 75 150 300 450 600 Feet



*Proposed Ravine Pond
Erosion Mitigation Area*

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: August 9, 2010
 Item Type: Consent
 Contact: Lt. Jerry Salmey (651) 450-2465
 Prepared by: Lt. Jerry Salmey
 Department of Public Safety
 Reviewed by: Chief Charles Kleckner
 Director of Public Safety

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 accepting grant money from the Minnesota Department of Public Safety to purchase five in-squad camera systems.

SUMMARY:

The Inver Grove Heights Police Department submitted a grant application to the Minnesota Department of Public Safety (DPS) for the purchase of nine in-squad cameras. This grant was open to all police and sheriff’s departments throughout Minnesota. The Inver Grove Heights Police Department was awarded five cameras. The Inver Grove Heights Police Department chose the Panasonic Arbitrator 360 camera system.

As part of the grant the departments receiving the cameras must match the grant with \$300 per camera. The matching funds can include up to \$200 for installation of a camera in a squad car. The matching \$200 for installation can be done by our mechanics. The Police Department would be responsible for the remaining \$100 per camera for a total of \$500. This money would be taken out of the 2010 budget.

It is our recommendation that the City Council accept the cameras from the DPS In-Car Camera Grant Program.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Individual Massage Therapist License

Meeting Date: August 9, 2010
 Item Type: Consent
 Contact: Melissa Rheaume
 Prepared by: Melissa Rheaume
 Reviewed by: N/A

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

PURPOSE/ACTION REQUESTED: Consider Approval of an application by Jennifer Englin-Gillings for an individual massage therapist license.

SUMMARY: An application has been submitted by Ms. Englin-Gillings for an Individual Massage Therapist License. The applicant has submitted all documentation and fees required by City Code. She has completed the required number of hours of therapeutic massage training, provided an insurance certificate, and is a member in good standing of a recognized national professional therapeutic massage organization. A background investigation on the applicant revealed no basis for the denial of the request.

Staff recommends approval of the application by Jennifer Englin-Gillings for an Individual Massage Therapist License to contract service at All About...Me!, 2910 Upper 55th Street.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Temporary Liquor License – Inver Hills Community College

Meeting Date: August 9, 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:

Consider approval of the request from Inver Hills Community College for a temporary liquor license for Mintahoe, Inc. to serve wine and beer on October 28, 2010 in conjunction with a fundraiser at the college.

SUMMARY:

Gail Morrison, Executive Director at Inver Hills Community College, is requesting approval of a temporary liquor license to wine and beer at a fundraiser to be held at the college on October 28, 2010. Ms. Morrison will be contracting with Mintahoe, Inc. to cater the event. Mintahoe, Inc. is licensed with the State of Minnesota for sale of intoxicating liquor and also carries liquor liability insurance to serve alcoholic beverages off-site. A certificate of liability insurance was provided with the temporary license request.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: August 9, 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: Joe Costa, and Jolly Ward.

Please confirm the seasonal/temporary termination of: Megan Buchite, Rick Denzer, David Jacobs, Mykala Joa, Jack Martinson, Andrew Musial, Cori Nordstrom, Bethany Pederson, Eric Rooney, Brandon Sage, Zachary Schmidt, Joshua Stidham, Aaron Stokke, Timothy Swanson, Jerold Daniels, Alexx Hansen, Joseph Johnsen, Sarah Lojovich, Theodore Lojovich, Donavon Kenison, Kathryn Wilson, Evan Endsley, Jonathan Kaeppler, Jordan Lofgren, Colin Nicklay, Jillian Richgels, Taylor Wagner, Alexandra Thomas, and Cory VanGeest.

GEORGE CAMERON

REQUEST FOR COUNCIL ACTION

CITY OF INVER GROVE HEIGHTS

Meeting Date: August 9, 2010
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a Resolution approving a **Variance** from front yard setbacks to construct a building 20 feet from the front property line for property located at the corner of Concord Boulevard and 65th Street.

- Requires 3/5th's vote.
- 60-day deadline: August 16, 2010 (first 60-days)

SUMMARY

The City Council approved the plans for a new liquor store in 2008. Applicant is proposing to increase the size of the liquor store which requires a variance from the front yard setback down to 20 feet. The proposed addition would increase the size of the building by 1000 square feet. No other changes are being proposed on the site. No other changes are required.

ANALYSIS

The site has a very small building pad area due to setback requirements from the residential property to the northwest. The County acquired approximately 10 feet of right-of-way for the Concord project. This further decreased the building pad area of the lot. Allowing the reduced setback increases visibility of the building from the street which also enhances traffic safety. Proposed building addition does go closer to any residences.

RECOMMENDATION

Planning Staff: Recommends approval of the request as presented with the conditions listed in the attached resolution.

Planning Commission: Recommends approval of the request as presented. (7-0).

Attachments: Variance Resolution
 Revised Site Plan
 Planning Commission Recommendation
 Planning Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A VARIANCE FROM FRONT YARD SETBACKS TO
CONSTRUCT A BUILDING 20 FEET FROM THE FRONT PROPERTY LINE**

**CASE NO. 10-21V
(George Cameron)**

Property located at the corner of Concord Boulevard and 65th Street and legally described as follows:

Lots 1, 3, 5 and 7-14, Block 1, Inver Grove Park, Dakota County, Minnesota, together with the vacated alleys occurring thereto.

WHEREAS, an application has been received for a variance to allow a 20 foot front yard setback along Concord Boulevard for the building;

WHEREAS, the afore described property is zoned B-3, General Business;

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 July 20, 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 lot configuration being long and narrow. The County acquired approximately 9+ feet of right-of-way along Concord, thus making the building pad on the lot even narrower. The average setback for buildings on the west side of Concord in the neighborhood is approximately 15 feet from the road edge. The

proposed building would be 43 feet from the road edge with the 20 foot setback. The reduction in setback would not create a traffic visibility safety problem. Increased building visibility increases traffic safety by reducing the chance of sudden turn or stop because a car could not see the building until the last minute. Traffic visibility sight lines would be increased with a reduced setback.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a 20 foot front yard setback for the building.

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.

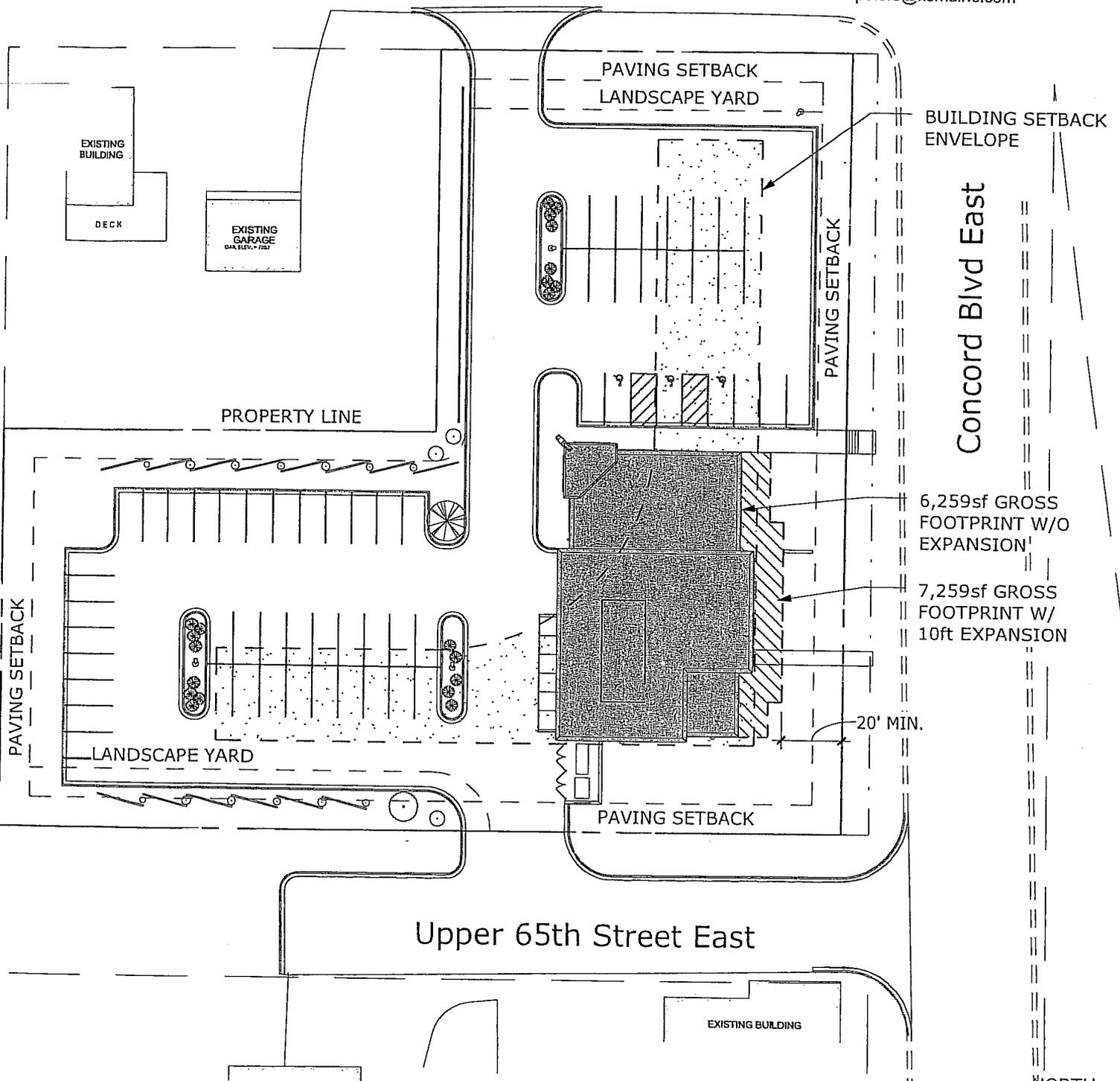
Adopted by the City Council of Inver Grove Heights this ___ day of _____, 2010.

George Tourville, Mayor

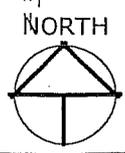
Ayes:
Nays:

ATTEST:

Melissa Rheame, Deputy Clerk



1 PRESENTATION SITE PLAN - SMALL
 1" = 50'-0"



CAMERON'S LIQUOR WAREHOUSE, INC.

KRECH, O'BRIEN, MUELLER & ASSOCIATES, INC.
 Architecture Structural Engineering Interior Design
 6115 Cahill Avenue, Inver Grove Heights, Minnesota 55076
 651.451.4605 p 651.451.0917 f komainc@komainc.com

PROJECT:	08158	P02
DRAWN BY:	JML	
DATE:	06/16/10	

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: July 20, 2010
SUBJECT: **GEORGE CAMERON – CASE NO. 10-21V**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a variance from the front yard setback to construct the building 20 feet from the property line, whereas 30 feet is required, for the property located on the corner of Concord Boulevard and 65th Street. 7 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the request is to expand the proposed Cameron's Liquor which will be located across the street from its old location. The proposed addition would add approximately 1000 square feet of floor area to the east side of the building facing Concord. The remainder of the site plan and parking lot would remain unchanged. Mr. Hunting explained that the County purchased ten feet of right-of-way along Concord thus making the building pad on the lot even narrower. The proposed building would encroach into that as their original building design was based on the old right-of-way. Staff and the applicant feel that moving the building closer to Concord would improve safety and traffic visibility. Staff recommends approval of the request with the hardship being the lot configuration, the existing average setback on Concord, and the potential for improved traffic visibility and safety. He noted that staff received one letter of opposition from the resident to the northeast of the subject property.

Commissioner Hark asked when the County purchased the additional right-of-way.

Mr. Hunting replied he was unsure of the exact timeline but felt it was rather recent as the original drawings from the architect were based on the previous property line.

Opening of Public Hearing

George Cameron, 2477 – 79th Street E, and Keith Peters, Nokomis Architects, Minneapolis, stated they were available to answer any questions.

Chair Bartholomew asked if the applicants were in agreement with the condition listed in the report, to which Mr. Peters replied in the affirmative.

Planning Commission Discussion

Chair Bartholomew stated he agreed with the hardship and supported the variance request.

Planning Commission Recommendation

Motion by Commissioner Gooch, second by Commissioners Roth and Koch, to approve the request for a variance from the front yard setback to construct a building 20 feet from the front property line whereas 30 feet is required, for the property located along Concord Boulevard,

Recommendation to City Council
July 20, 2010
Page 2

with the condition listed in the report and the hardship as stated.

Motion carried (7/0). This item will go to City Council on August 9, 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: July 14, 2010

CASE NO: 10-21V

HEARING DATE: July 20, 2010

APPLICANT: George Cameron (Cameron's Liquor)

PROPERTY OWNER: George Cameron

REQUEST: Variance from front yard setback

LOCATION: Concord Boulevard and 65th Street

COMPREHENSIVE PLAN: Mixed Use

ZONING: B-3, General Business

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The applicant is requesting a variance from the front yard setback to allow the approved building to be 20 feet from the front property line whereas 30 feet is required. The proposed addition would add approximately 1000 square feet of floor area. The remainder of the site plan and parking lot would remain unchanged. The approved plan provides for more than the required parking and therefore if the variance is approved, no additional parking would be required.

The City Council approved the plans for the new liquor store in 2008 and the applicant is planning to begin construction in 2011.

EVALUATION OF THE REQUEST

The site is surrounded by the following uses:

North - Residential; zoned R-1C, B-3; guided Mixed Use

East - Mix of commercial and industrial uses and future Heritage Village Park; zoned P and I-1; guided Public Park,

West - Residential; zoned R-1C; guided LDR

South - Residential, commercial; zoned R-1C, B-3; guided Mixed Use

ANALYSIS

VARIANCE

City Code requires a 30 foot front yard setback from property lines for commercially zoned property. The applicant would like to extend a portion of the building into the setback and is requesting a 20 foot building setback.

City Code Title 10-3.4, 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 lot configuration is long and narrow. The County acquired approximately 9+ feet of right-of-way along Concord, thus making the building pad on the lot even narrower. With the loss of an additional 9+ feet to the County for Concord right-o-way, the property is only 150 feet deep at its narrowest point. Having the property surround a residential property also make this site unique as it puts large constraints on the building pad envelope. The applicant's original building design was based on the old right-of-way. The reduction in lot size forced the applicant to reduce the size of the building. In this case, one of the unique features is that the building pad area was reduced due to the reconstruction of Concord Boulevard.

- b. *The granting of the application will not be contrary to the intent of the Zoning Code or the Comprehensive Plan.*

The property and surrounding properties along Concord Boulevard are designated Mixed Use. Mixed use developments in most cases are approved as planned unit developments to allow for flexibility in land use with the mix of residential and commercial and usually with flexibility in performance standards such as setbacks, etc. Because there are many existing structures that are located very near to the street, a design feature of future development may be with reduced setbacks and buildings fronting the street with parking lots to the side or rear of the building. A reduction of the front setback for this property would be consistent with this possible design element. The granting of the variance would not be contrary to the intent of the Zoning Ordinance as it would still provide a building setback from the street and would not impact traffic visibility.

- 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 property is located on the west side of Concord which has a slight curve in this area. Due to the location of the curve and building location, visibility from both north and south are somewhat restricted. Compounding the visibility problem is the existing building to the immediate south which is located nearly at the front property line. The building restricts visibility for traffic heading north. Allowing a ten foot reduction would increase visibility both from the north and the south. The average setback for buildings on the west side of Concord in the neighborhood is approximately 15 feet from the road edge. The proposed building would be 43 feet from the road edge with the 20 foot setback. The reduction in setback would not create a traffic visibility safety problem. Increased building visibility increases traffic safety by reducing the chance of sudden turn or stop because a car could not see the building until the last minute. Traffic visibility sight lines would be increased with a reduced setback.

- d. *Economic considerations alone do not constitute an undue hardship.*

Economic considerations do not appear to be a basis for this request.

ALTERNATIVES

The Planning Commission has the following actions available on the proposed project:

- A. **Approval:** If the proposed request is found to be acceptable, approval of the applicable following actions should be taken:
- Approval of the **Variance** to allow a 20 foot front yard building setback whereas 30 feet is required subject to the following conditions:
 1. The site shall be developed in substantial conformance with the site plan dated 6/16/10 on file with the Planning Department except as may be modified by the conditions below.

Hardship: The lot configuration is long and narrow. The County acquired approximately 9+ feet of right-of-way along Concord, thus making the building pad on the lot even narrower. The average setback for buildings on the west side of Concord in the neighborhood is approximately 15 feet from the road edge. The proposed building would be 43 feet from the road edge with the 20 foot setback. The reduction in setback would not create a traffic visibility safety problem. Increased building visibility increases traffic safety by reducing the chance of sudden turn or stop because a car could not

see the building until the last minute. Traffic visibility sight lines would be increased with a reduced setback.

- B. Denial:** Should the proposed request, not be found to be acceptable, the request described above should be denied. The basis for denial must be stated in any such motion.

RECOMMENDATION

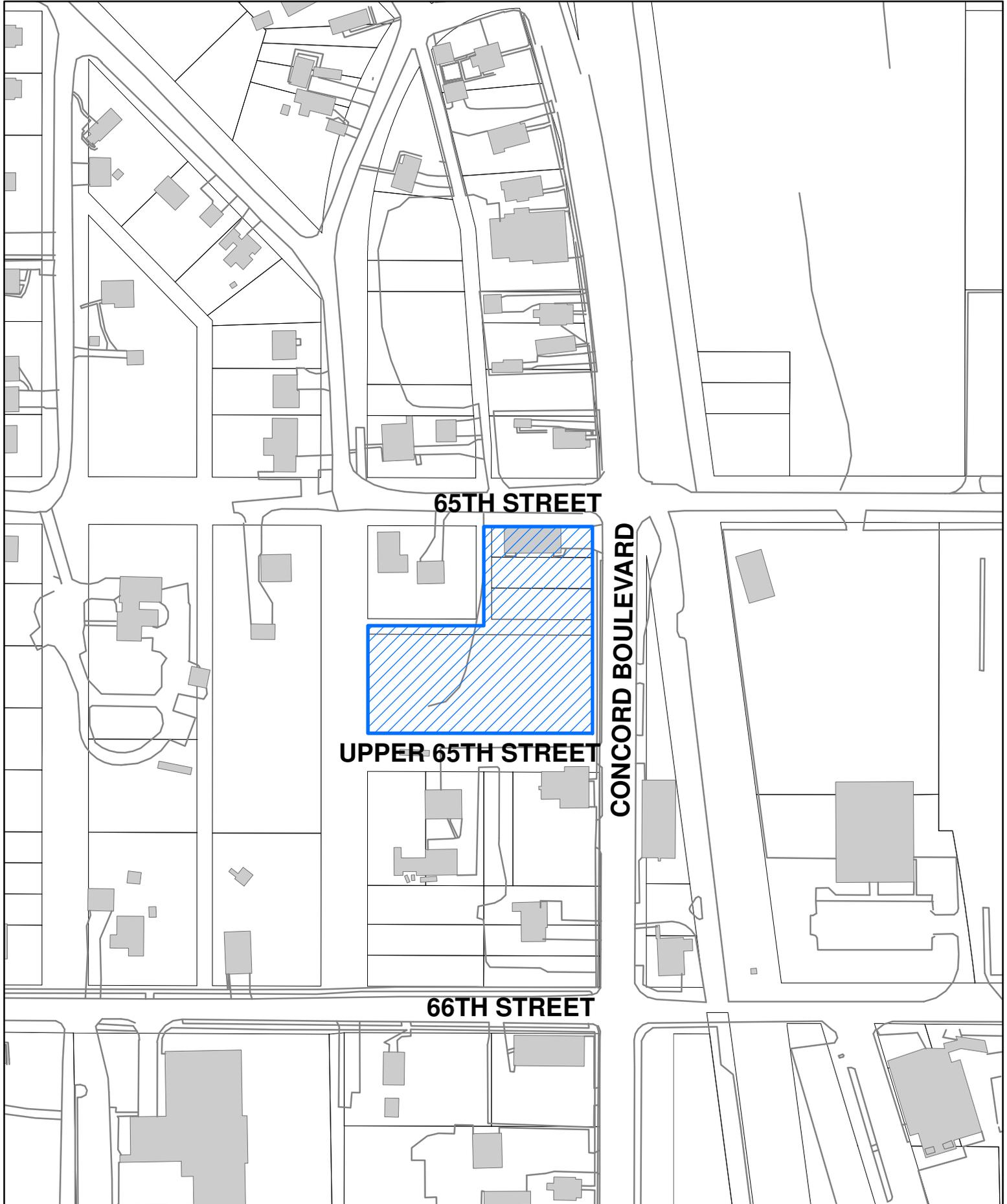
Based on the above report, Staff recommends approval of Variance as presented subject to the conditions contained above.

Attachments: Location Map
Site Plan
Applicant Narrative



Location Map

Case No. 10-21V



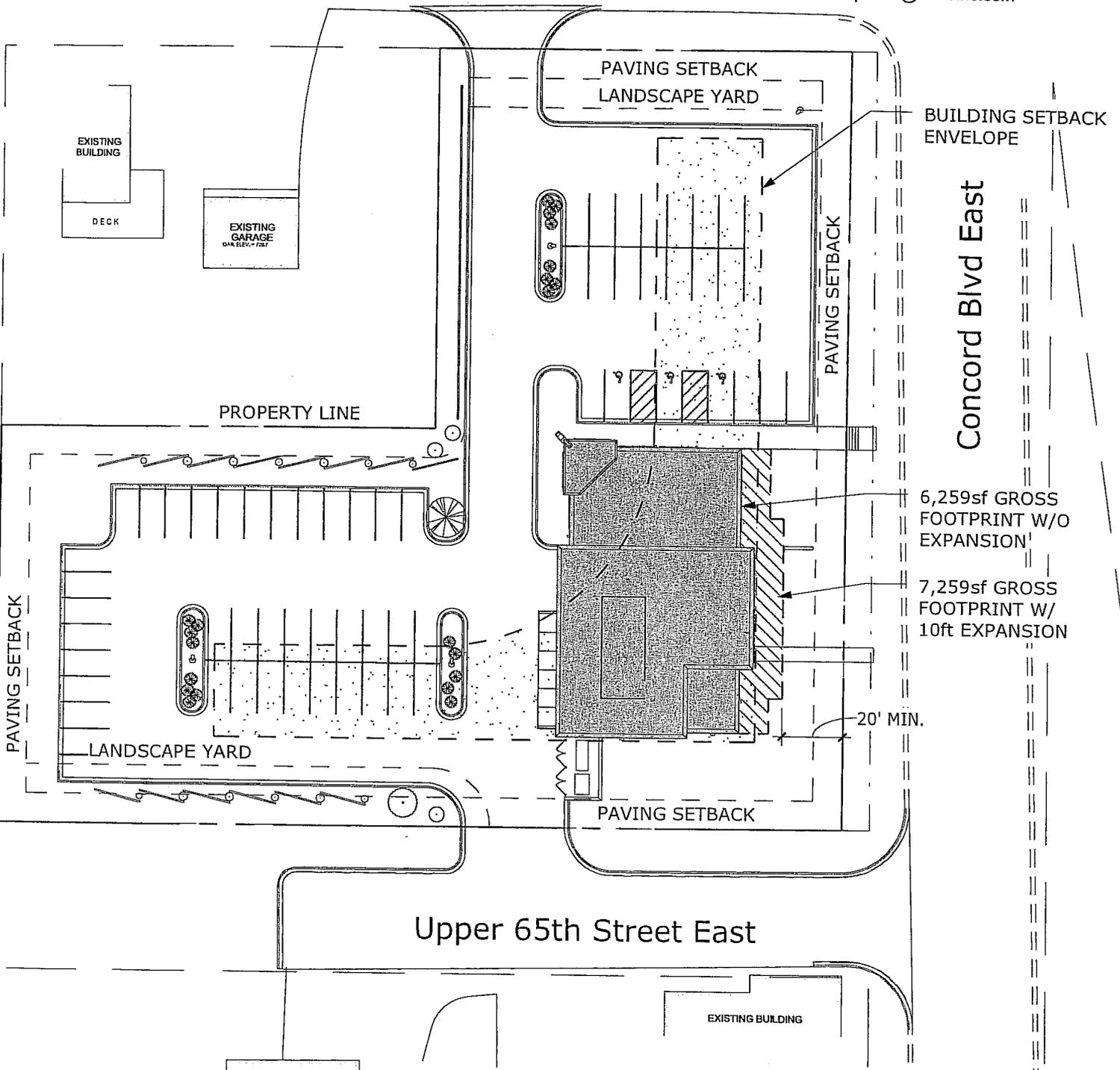
65TH STREET

UPPER 65TH STREET

66TH STREET

CONCORD BOULEVARD

65th Street East



BUILDING SETBACK ENVELOPE

Concord Blvd East

6,259sf GROSS FOOTPRINT W/O EXPANSION'

7,259sf GROSS FOOTPRINT W/ 10ft EXPANSION

20' MIN.

Upper 65th Street East

NORTH

1 PRESENTATION SITE PLAN - SMALL

1" = 50'-0"

CAMERON'S LIQUOR WAREHOUSE, INC.

KRECH, O'BRIEN, MUELLER & ASSOCIATES, INC.

Architecture Structural Engineering Interior Design
6115 Cahill Avenue, Inver Grove Heights, Minnesota 55076
651.451.4605 p 651.451.0917 f komainc@komainc.com

PROJECT: 08158

DRAWN BY: JML

DATE: 06/16/10

P02

Nokomis

Architectural Consulting, P.A.

June 17, 2010

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

Dear Distinguished Planning Commission and City Council Members;

Re: Building Setback Variance Request along Concord Street for Cameron's Warehouse Liquors, Inc., Inver Grove Heights

The purpose of this letter is to request that Inver Grove Heights allow a 20' building setback (instead of 30') from the north/south property line on the east side of the Concord Street parcel, Lot 1, Block 1 of the Cameron Addition.

The basis of this request is the hardship that this 30' setback would impose upon Cameron's.

1. The "L" shaped parcel with setbacks from the contiguous residential properties severely limits the placement and size of the building that can be accommodated. As currently designed, the building is pushed to the southeast corner of the parcel with the parking lot split into the two legs of the "L".
2. When Dakota County extended the right of way easement from 20' to 30' from the Concord side property line, the footprint of the buildable space within this "L" shaped parcel was further decreased.
3. The proximity of Celt's Pub to the south and the north residence at 6495 Concord Boulevard to Concord Boulevard tends to visually hide the proposed building from impulse shoppers not familiar with the store. A significant portion of sales are dependent on those not pre-identifying Cameron's as a destination, but who may drop in on their way through town. Celt's is built right at the sidewalk and the residence's setback in less than 30'. Please see the "Sight Line" exhibit, prepared by the consulting civil engineers, Rehder Associates. Drivers concentrating on the road ahead may not look to the side, perpendicular to the driving path, to see Cameron's. Please see the "Average Setback" exhibit showing how much farther at 30' setback will be than those of the two nearest buildings on Concord.

Thank you ahead of time for your consideration. Jon LeNoble (651-789-4133) and I (612-532-1112) will be happy to respond to questions and issues.

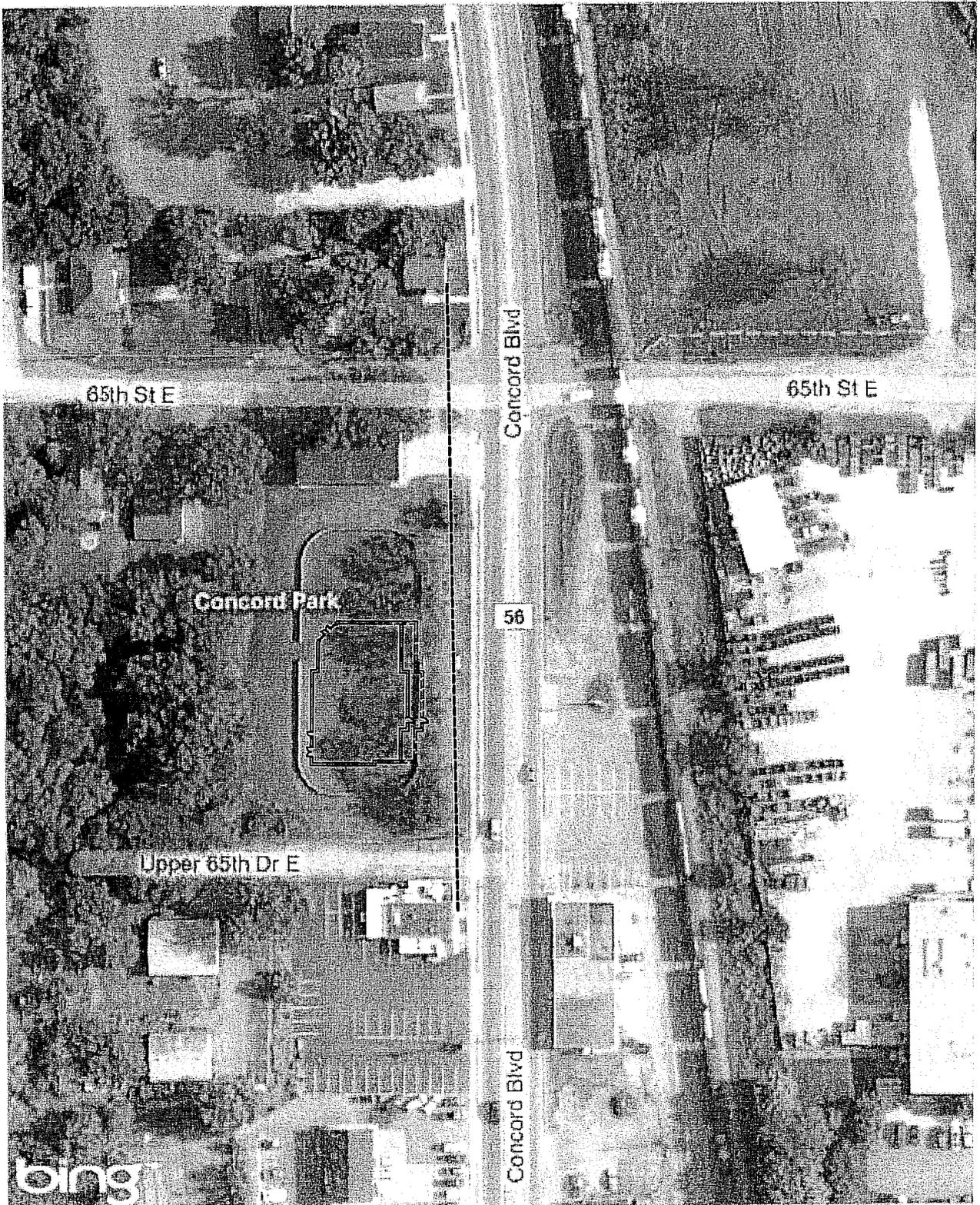
Sincerely,



Keith W. Peters, Licensed Architect
Nokomis Architectural Consulting, P.A.

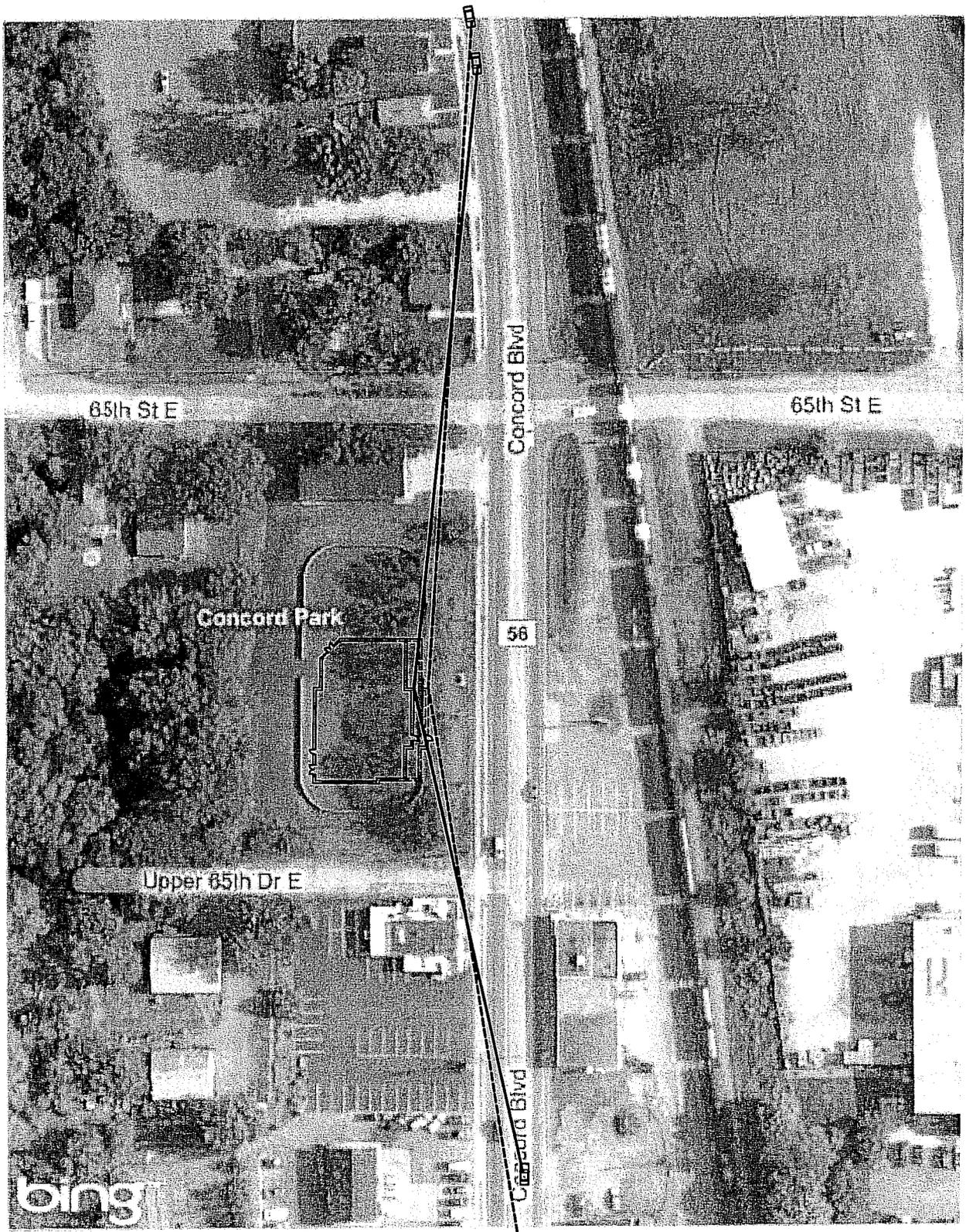
Attachments:

- Site Plan
- "Sight Line" exhibit by Rehder Associates, Civil Engineers
- "Average Setback" exhibit by Rehder Associates, Civil Engineers



Scale in Feet

AVERAGE SETBACK
EXHIBIT



Scale in Feet

SIGHT LINE EXHIBIT

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

VERMILLION STATE BANK – CASE NO. 10-22CPR

Meeting Date: August 9, 2010
 Item Type: Regular Agenda
 Contact: Heather Botten 651.450.2569
 Prepared by: *HB* Heather Botten, Associate 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"/>	Other

PURPOSE/ACTION REQUESTED

Consider the following requests for property located at 2975 – 80th Street:

- a) A **Major Site Plan** approval including an Encroachment Agreement for a 2,100 +/- gross square foot building addition.
 - Requires 3/5th's vote.

- b) A **Conditional Use Permit** to exceed 25% impervious surface coverage in the Shoreland Overlay District.
 - Requires a 4/5th's vote.
 - 60-day deadline: August 20, 2010 (first 60-days)

SUMMARY

The project consists of approximately 2,134 gross square foot addition; 1,173 sq ft. on the main level and 961 sq ft. on the lower level. The addition will be to the west of the existing building. Access to the site is not changing and all setbacks would be met for the addition.

The property is located in a shoreland district; the maximum impervious surface in a shoreland district is 25%, this may be increased with a conditional use permit. Including the proposed addition, the impervious surface on the property would be 27%. The DNR has reviewed the plans and notes they do not object to the request, provided an adequate storm water plan is approved by the City. The applicant is working with the City to approve a storm water management plan for the parcel.

The proposed request meets the general conditional use permit and site plan review 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.

RECOMMENDATION

Planning Staff: Based on the information provided and the conditions listed in the attached resolutions, staff is recommending **approval** of the major site plan review and conditional use permit.

Planning Commission: Recommended **approval** of the requests at the July 20, 2010 meeting with the conditions listed in the attached resolutions (7-0).

- Attachments: Major Site Plan Resolution
 CUP Resolution
 Planning Commission Recommendation
 Planning Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A MAJOR SITE PLAN TO CONSTRUCT A 2,100 +/- SQUARE
FOOT ADDITION TO THE EXISTING BANK**

Vermillion State Bank
Case No. 10-22CPR

WHEREAS, an application for Major Site Plan approval has been submitted for the property located at 2975- 80th Street and legally described as:

**LOT 1, BLOCK 1, KASSAN PARTNERSHIP ADDITION, DAKOTA COUNTY,
MINNESOTA**

WHEREAS, the request is to approve a Major Site Plan for the construction of an addition on the west side of the existing building;

WHEREAS, the aforescribed property is zoned B-2, Neighborhood Business District;

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 July 20, 2010;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Major Site Plan to construct a building addition 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 modified herein:

Site Plan	dated 07/15/10
Grading and Drainage Plan	dated 07/15/10
Landscaping Plan	dated 07/15/10
Elevation Plan	dated 07/15/10

2. All parking lot and building lighting on site shall be a down cast "shoe-box" style or cut-off style and the bulb shall not be visible from property lines.
3. All plans shall be subject to the review and approval of the Fire Marshal.
4. Prior to the issuance of a building permit all grading, erosion control, and utility plans, or modifications thereof, must be approved by the City Engineer.
5. The applicant shall provide dedicated emergency overflow, with easement, from the pond located on Outlot A, as approved by the City Engineer.
6. An encroachment agreement shall be prepared by the City Attorney and executed by both the City and the property owner to ensure long term maintenance of the facilities.

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 23rd day of August, 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 EXCEED THE
IMPERVIOUS SURFACE MAXIMUM IN THE SHORELAND OVERLAY DISTRICT**

Vermillion State Bank
Case No. 10-22CPR

WHEREAS, an application for Conditional Use Permit has been submitted for the property located at 2975 - 80th Street and legally described as:

**LOT 1, BLOCK 1, KASSAN PARTNERSHIP ADDITION, DAKOTA COUNTY,
MINNESOTA**

WHEREAS, the request is to allow 27% impervious coverage, exceeding the 25% maximum impervious coverage allowed on a lot in the shoreland overlay district;

WHEREAS, the maximum impervious surface may be increased by conditional use provided the City has approved and implemented a stormwater management plan affecting the subject site;

WHEREAS, the aforescribed property is zoned B-2, Neighborhood Business District;

WHEREAS, the underlying zoning district of B-2 allows up to 75% impervious surface;

WHEREAS, the DNR has reviewed the plans and notes they do not object to the request, provided an adequate stormwater plan is approved;

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 such as consistency with the Comprehensive Plan, conformity with the Zoning Ordinance and compatibility with adjacent properties, among other criteria, the request meets all of the minimum standards;

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: July 20, 2010
SUBJECT: **VERMILLION STATE BANK – CASE NO. 10-22CPR**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a major site plan review to allow a 2,000 square foot building addition and a conditional use permit to exceed 25% impervious surface coverage in the Shoreland Overlay District, for the property located at 2975 – 80th Street. 11 notices were mailed.

Presentation of Request

Mr. Hunting explained that the applicant is proposing to add an addition to the west side of the existing bank. He advised that the only change being proposed, other than the expansion itself, is a minor modification of the drive on the northwest portion of the site in order to improve the turning radius. Mr. Hunting advised that the applicants are requesting a conditional use permit to allow 27% impervious surface in the Shoreland District whereas only 25% is permitted. He stated the applicants are addressing DNR's request to have a stormwater management plan in place which would treat any water prior to it entering Simley Lake. Staff recommends approval of the request with the conditions listed in the report.

Commissioner Wippermann asked if the driveway on the western edge of the blacktop would remain in its current location, to which Mr. Hunting replied in the affirmative.

Chair Bartholomew asked if the DNR would receive a copy of the approved stormwater management plan, to which Mr. Hunting replied they would not.

Opening of Public Hearing

Sean Raboin, HTG Architects, stated he was available to answer any questions.

Chair Bartholomew asked if the applicant agreed with the conditions listed in the report, to which Mr. Raboin replied in the affirmative.

Planning Commission Recommendation

Motion by Commissioner Wippermann, second by Commissioner Simon, to approve the request for a major site plan review to allow the construction of a 2,000 square foot building addition, and a conditional use permit to exceed the impervious surface maximum in the Shoreland District with the conditions listed in the report, for the property located at 2975 – 80th Street.

Motion carried (7/0). This item goes to the City Council on August 9, 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: July 13, 2010

CASE NO: 10-22CPR

HEARING DATE: July 20, 2010

APPLICANT and PROPERTY OWNER: Vermillion State Bank

REQUEST: Major Site Plan Approval and Conditional Use Permit

LOCATION: 2975 - 80th Street

COMPREHENSIVE PLAN: CC, Community Commercial

ZONING: B-2, Neighborhood Business

REVIEWING DIVISIONS: Planning
 Engineering

PREPARED BY: Heather Botten 
 Associate Planner

BACKGROUND

The applicant is proposing to add an approximate 2,100 gross square foot addition to the existing bank. The specific request includes the following:

- a. A **Major Site Plan Review** for a 2,134+/- square foot addition.
- b. A **Conditional Use Permit** to exceed 25% impervious surface coverage in the shoreland overlay district.

EVALUATION OF THE REQUEST

The following land uses, zoning districts and comprehensive plan designations surround the subject property:

North-Single family/open space; zoned R-1C/P; guided LDR/P
East - Open space/retail; zoned P/B-2/B-3; guided P/CC
West - Vacant; zoned B-2; guided CC
South - School; zoned P; guided P/I

SITE PLAN REVIEW

The project consists of approximately 2,100 gross square foot addition; 1,173 sq ft. on the main level and 961 sq ft. on the lower level. The addition will be to the west of the existing building.

Lot Size/Width. The subject site is located within a B-2, Neighborhood Business zoning district which has a minimum lot size of 1 acre and a minimum lot width of 100 feet. The subject lot is about 1.66 acres in size and about 163 feet wide along 80th Street. The subject lot meets the minimum lot size and width requirements.

Setback Standards. All building setbacks for the proposed addition are met.

Impervious Surface. The property is located in the shoreland district. The maximum impervious surface in the shoreland district is 25%. Including the proposed addition the impervious surface on the property is at 27%. A conditional use permit is discussed later in the report relating to the impervious surface.

Access/Parking. Access to the site is not changing; there is one entrance off of 80th Street along the south side of the property. All of the vehicles coming and going would go through the one access point. The parking requirements for the site require 12 parking spaces. The site has 22 spaces, meeting the parking requirements.

Landscaping. The landscaping requirements were satisfied for the entire parcel with the original approvals. The applicants are proposing to plant a maple and crabapple tree with additional perennials. The proposed plan meets and exceeds the landscaping requirements.

Exterior Materials. The proposed materials used for the addition would match the existing building consisting of brick veneer and stone. The materials proposed comply with code requirements.

Lighting. The applicant has submitted a lighting plan which illustrates the location of lighting in the parking lot. The proposed illumination pattern of the lights complies with the maximum foot candles at the center line of the street. 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.

Signage. All signage must comply with the signage allotment for the “B-2” zoning district. Signage would be reviewed with the submittal of a sign permit.

Grading and Drainage. Engineering has reviewed the plans and has been working with the applicant on storm water and grading requirements. The proposed site plan protects Simley pond and treats the storm water runoff on site. Engineering has made some recommendations on conditions that should be added to the approval; these conditions are included in the list of conditions at the end of this report. Final site, grading, storm water management, and erosion control plans shall be approved by the City Engineer.

CONDITIONAL USE PERMIT TO EXCEED 25% IMPERVIOUS SURFACE

The property is zoned B-2 which allows 75% impervious surface. The property is also located in the shoreland overlay district; these regulations supersede the B-2 zoning requirements. The site is located within the shoreland overlay of Simley Lake, DNR lake # 19-37. Impervious surface

coverage is limited to 25% of the lot; this may be increased by conditional use provided the City has approved and implemented a storm water management plan affecting the subject site.

Existing impervious surface on the lot is about 25%. The proposed building expansion would increase the impervious surface to 27%. The applicant is working with the City to approve a storm water management plan for the parcel.

The DNR has reviewed the plans and notes they do not object to the request, provided an adequate storm water plan is approved by the City.

GENERAL CUP CRITERIA

Section 10-3A-5 of the Zoning Regulations lists criteria to be considered with all conditional use permit requests. This criterion generally relates to the Comprehensive Plan and Zoning consistency, land use impacts such as setbacks, drainage, and aesthetics, environmental impacts, and public health and safety impacts. The proposed conditional use permit meets the above criteria.

ALTERNATIVES

The Planning Commission has the following actions available for the request:

- A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be taken:
- Approval of the **Major Site Plan Review** for a 2,134 +/- square foot bank addition 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 modified herein:

Site Plan	dated 07/15/10
Grading and Drainage Plan	dated 07/15/10
Landscaping Plan	dated 07/15/10
Elevation Plan	dated 07/15/10
 2. All parking lot and building lighting on site shall be a down cast “shoe-box” style or cut-off style and the bulb shall not visible from property lines.
 3. All plans shall be subject to the review and approval of the Fire Marshal.
 4. Prior to the issuance of a building permit all grading, erosion control, and utility plans, or modifications thereof, must be approved by the City Engineer.

5. The applicant shall provide dedicated emergency overflow, with easement, from the pond located on Outlot A, as approved by the City Engineer.
 6. A storm water facility maintenance agreement and encroachment agreement shall be prepared by the City Attorney and executed by both the City and the property owner to ensure long term maintenance of the facilities.
- Approval of the **Conditional Use Permit** to exceed 25% impervious surface coverage in the shoreland overlay district 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.

Civil Plan Set dated 07/15/10
 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. A storm water facility maintenance agreement and encroachment agreement shall be prepared by the City Attorney and executed by both the City and the property owner to ensure long term maintenance of the facilities.

B. Denial. If the Planning Commission does not favor the proposed applications or portions thereof, the above request or requests 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 requests.

- Attachments:
- a- Zoning and Location Map
 - b- Applicant Narrative
 - c- Site Plan
 - d- Grading Plan
 - e- Landscape Plan
 - f- Lighting Plan
 - g- Elevation Plan



Vermillion State Bank Location Map

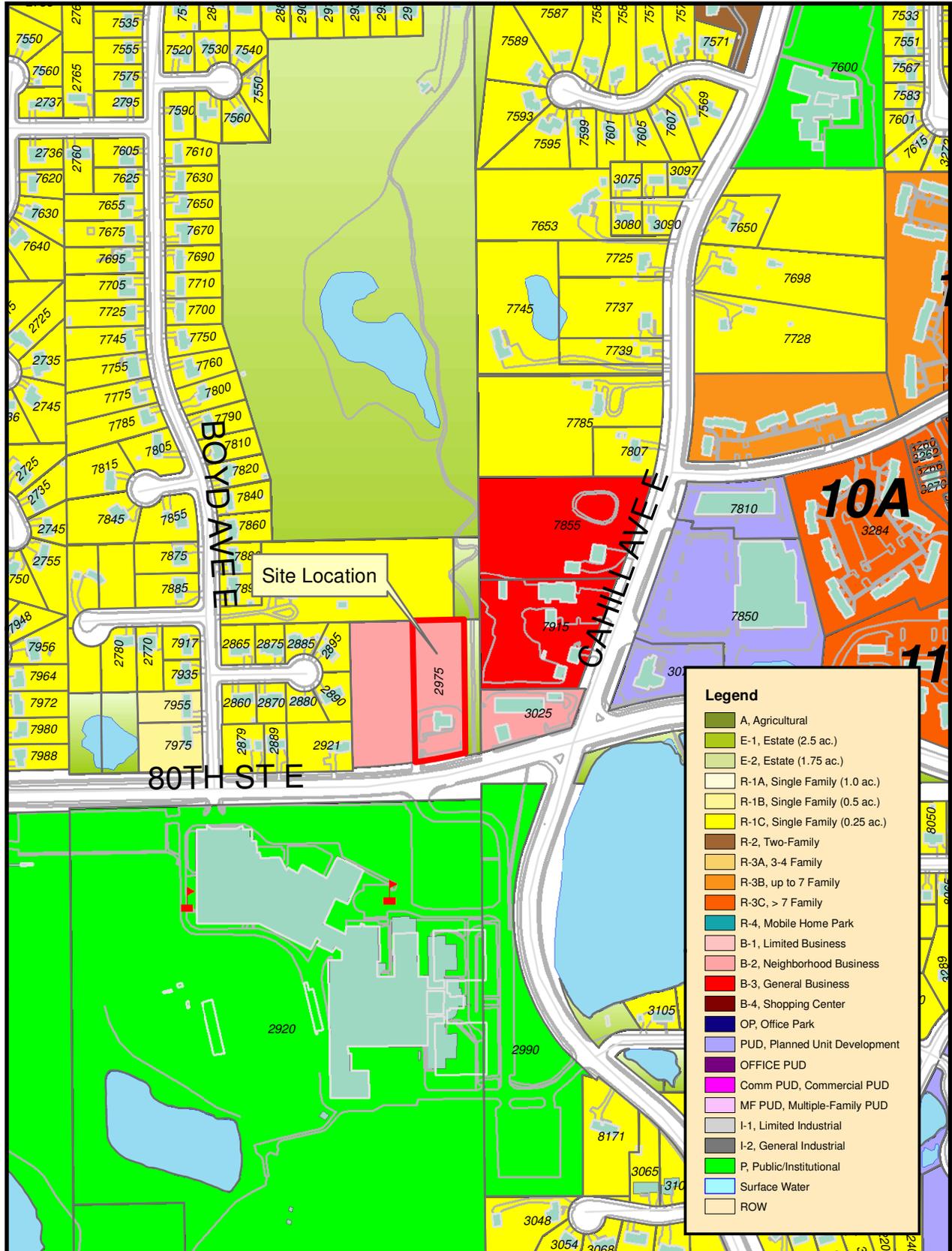


Exhibit A
Zoning Map



21 June 2010

City of Inver Groove Heights

Community Development - Planning Division

8150 Barbara Avenue

Inver Groove Heights, MN. 55077

Ph. 651-450-2545

Re: Vermillion State Bank
Proposed Building Addition & Remodeling
2975 80th Street East
Inver Groove Heights, Minnesota

Property Description: Lot 1, Block 1, Kassan Partnership Addition

Subject: Major Site Plan Review
Conditional-Use Permit Application

Below is a brief summary of the proposed building design, image, and material selection.

General.

Vermillion State Bank is proposing to expand their current bank facility along 80th Street East.

Their existing property is zoned B2-Neighborhood Business District. A financial institution is allowed under this zoning so there is no request to change zoning classification. The Bank currently owns and occupies the existing structure and property and is looking to expand and remodel their current building.

The proposed 2,000 square foot building addition will consist of an approximately ^{1,173}~~1,050~~ square foot main level and approximately ⁸²⁷~~950~~ square foot lower level addition. The main level shall consist of the Bank's retail banking space (which includes offices, teller areas, conference room, waiting, etc.). The lower level shall consist of the storage and mech/elec room, etc.

The building addition will match the existing exterior image of the current facility. The addition will be composed of the same exterior brick veneer and white accent detailing. The roof structure will be covered with asphalt shingles to match the color and style of the existing building.

The existing site circulation and parking stalls will remain. The existing building foot print and proposed building addition will be approximately 3,600 square feet which will require a total of 15 parking stalls. The current site plan offers 22 existing parking stalls.

The existing pylon sign will remain. The existing building façade signage will be removed and reinstalled after the building addition is completed. If new exterior façade signage is to be installed, a signage permit will be applied for at that time for approval.

Image.

The design of the proposed building addition will match all existing exterior materials and detailing. The height of the building will remain as it stands today with minimal modifications to the existing structure.

Materials.

Building Façade	Brick veneer
Roof	Asphalt Singles
Roof Structure	Wood trusses
Floor Structure	Precast plank
Wall Structure	Wood stud framing

The preliminary schedule is for construction to begin in August of 2010 with an anticipated completion date in the January of 2011.

Enclosed you will find the site survey, grading/utility plans (civil), landscape plan, architectural site plan, main and lower level floor plans, and exterior elevations.

Please call me with any questions.

Sincerely,

Sean Raboin
Project Manager/Architect

cc: Mary Illetschko, Vermillion State Bank
Jeff Pflipsen, HTG Architects

PROJECT

VERMILLION STATE BANK

ADDITION/REMODELING

INVER GROVE HEIGHTS, MINNESOTA

ISSUED SET

DATE	NO.	CITY SUBMITTAL
6-21-10	1	CITY SUBMITTAL
7-15-10	2	REVISED PER CITY ENG. COMMENTS

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

NOT FOR CONSTRUCTION

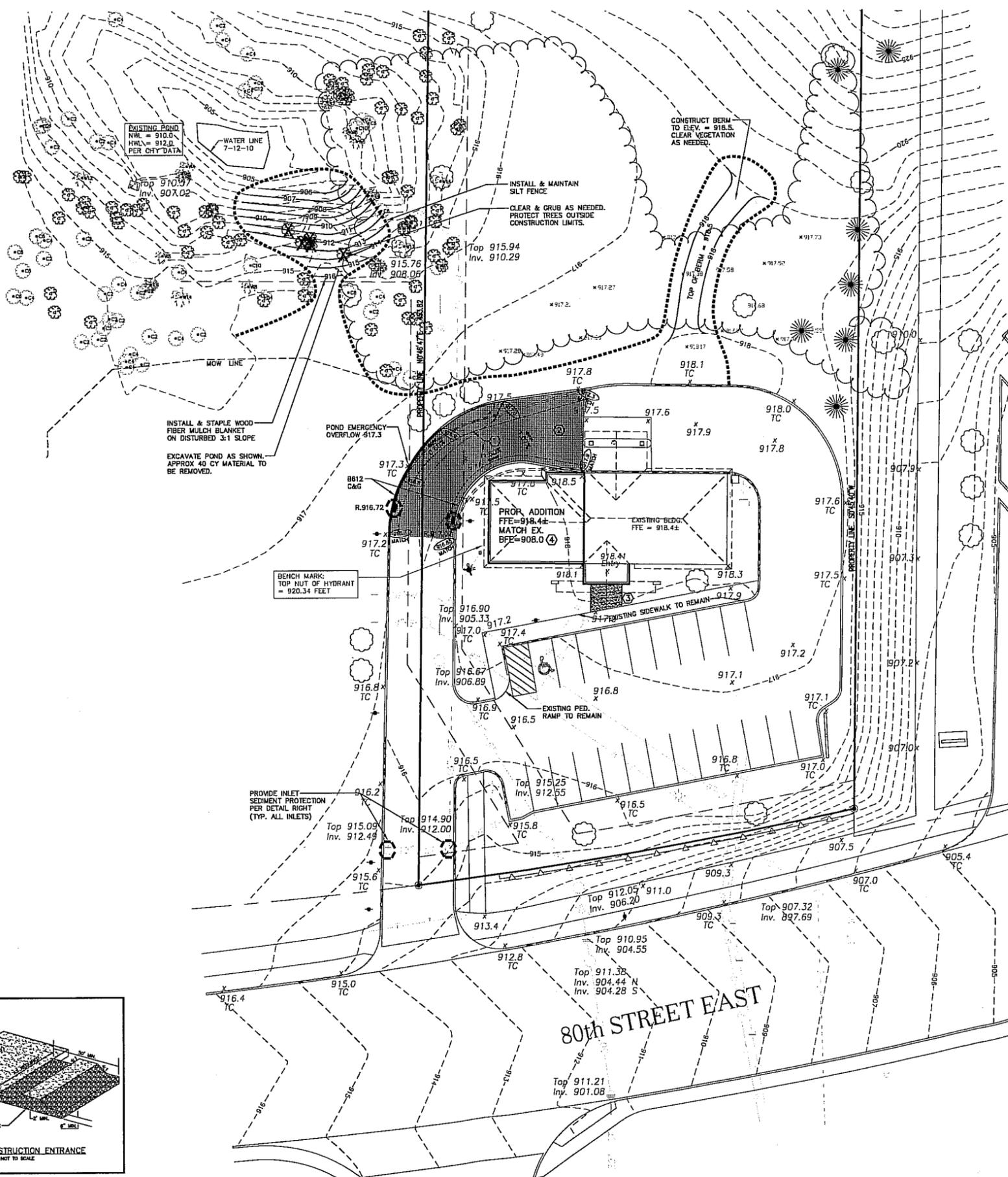
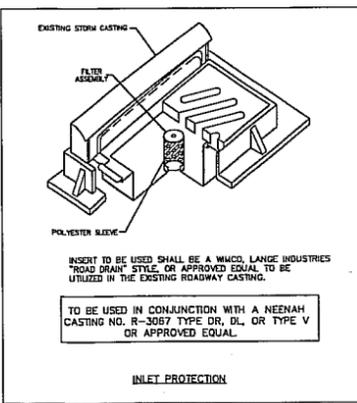
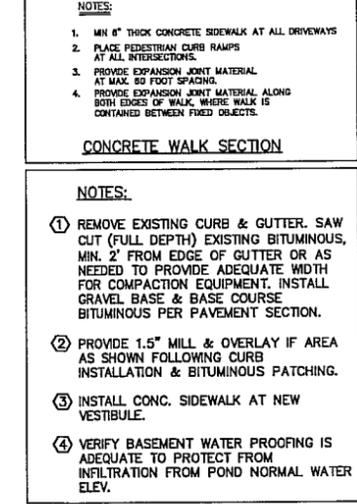
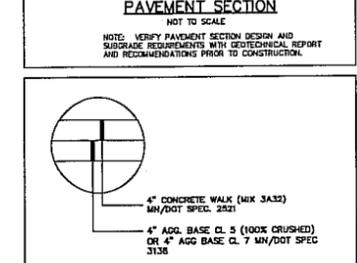
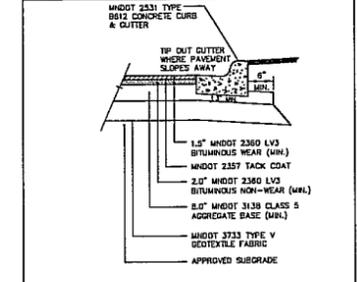
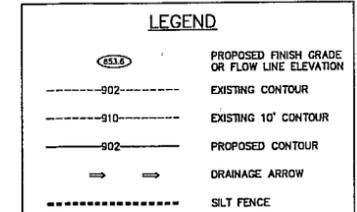
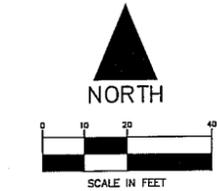
GARY R. JOHNSON, P.E.

42010 6/21/10
 REG. NO. DATE

GRADING, DRAINAGE & EROSION CONTROL PLAN

DRAWN BY: PSH CHECKED BY: GRI

C1.0



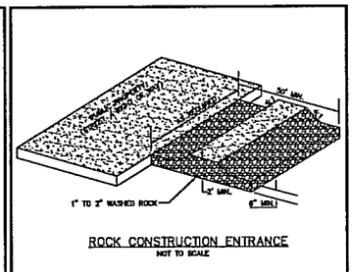
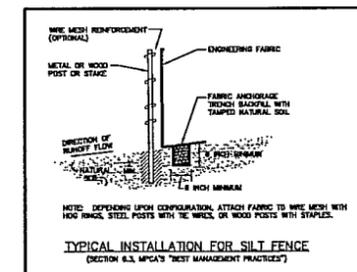
STORM WATER POLLUTION PREVENTION PLAN NOTES:

- GRADING CONTRACTOR SHALL VERIFY LOCATIONS AND ELEVATIONS OF ALL UNDERGROUND UTILITIES WITH THE RESPECTIVE UTILITY COMPANIES TO CONSTRUCTION.
- ALL EROSION CONTROL MEASURES CALLED FOR ON THESE PLANS AND SPECIFICATIONS, WHICH MAY INCLUDE SILT FENCE, SEDIMENTATION BASINS OR TEMPORARY SEDIMENT TRAPS, SHALL BE CONSTRUCTED AND SERVICEABLE IN THE FOLLOWING ORDER:
 - ROCK CONSTRUCTION ENTRANCES A MINIMUM OF 50 FEET.
 - SILT FENCE.
 - TEMPORARY CALVERTS.
 - TEMPORARY SEDIMENTATION BASINS AND OUTFALL FACILITIES.
 - STORM WATER POND CONSTRUCTION.
 - COMMON EXCAVATION AND EMBANKMENT (GRADING).
 - SEED AND MULCH OR SOIL.
 - BIOMULCH BARRIERS IN FINISHED GRADED AREAS.
 - WELLS OR OUTFALL FACILITIES SUBSEQUENT TO STORM SEWER WORK.
- GRADING CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL EROSION CONTROL MEASURES IN ACCORDANCE WITH CITY AND MPCA PHASE 4 PERMITTING REQUIREMENTS AS WELL AS EROSION CONTROL MEASURES AS MAY BE SHOWN ON THESE PLANS OR SPECIFICATIONS. GRADING CONTRACTOR SHALL IMPLEMENT ANY ADDITIONAL EROSION CONTROL MEASURES AS MAY BE REQUIRED TO PROTECT ADJACENT PROPERTY.
- ALL EROSION CONTROL FACILITIES SHALL BE MAINTAINED BY THE CONTRACTOR DURING GRADING OPERATIONS. ANY TEMPORARY FACILITIES WHICH ARE TO BE REMOVED BY THE GRADING CONTRACTOR WHEN DIRECTED BY THE ENGINEER, THE GRADING CONTRACTOR SHALL RESTORE THE SUBSEQUENTLY DISTURBED AREA IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS.
- THE GRADING CONTRACTOR SHALL SCHEDULE THE SOILS ENGINEER SO THAT IDENTIFICATION OF ALL CONTROLLED FILLS WILL BE FURNISHED TO THE OWNER DURING AND UPON COMPLETION OF THE PROJECT.
- ALL DISTURBED AREAS, EXCEPT AREAS TO BE PAVED AND/OR SPECIALLY DESIGNED BY A LANDSCAPE PLAN, SHALL BE COVERED WITH A MINIMUM 4\"/>

STORM WATER POLLUTION PREVENTION PLAN SCHEDULE OF INSTALLATION & MAINTENANCE

ITEM	INSTALLATION	INSPECTION & MAINTENANCE	REMOVAL
SILT FENCE	PRIOR TO COMMENCEMENT OF EARTHWORK OPERATIONS.	INSPECT & MAINT. AFTER EACH RAINFALL EVENT. REMOVE SEDIMENTS AS REQUIRED.	AFTER TRIBUTARY DRAINAGE AREA IS RESTORED.
ROCK CONST. ENTRANCE	PRIOR TO COMMENCEMENT OF EARTHWORK OPERATIONS.	INSPECT REGULARLY. MAINTAIN AS NEEDED.	PRIOR TO PAVING.
OUTLET SHIMMER STRUCTURE	AFTER POND GRADING IS COMPLETED.	INSPECT REGULARLY. MAINTAIN AS NEEDED.	PERMANENT.
RP-RAP & FILTER	UPON COMPLETION OF POND GRADING, CONIC SHALE CONST. AND OUTLET INSTALLATION.	INSPECT & MAINTAIN AT LEAST ANNUALLY AND AFTER HEAVY RAINFALL EVENTS.	PERMANENT.
DETENTION POND	DURING EARTHWORK OPERATIONS.	INSPECT & MAINTAIN AFTER HEAVY RAINFALL EVENTS. REMOVE SEDIMENTS AS NEEDED.	PERMANENT.
SEED & MULCH	AFTER FINAL GRADING OPERATIONS.	INSPECT & MAINTAIN AFTER HEAVY RAINS. REPLACE WASH-OUT AREAS IMMEDIATELY.	NO REMOVAL NECESSARY.
INLET PROTECTION	UPON INLET CONSTRUCTION.	WHEN 1/3 CAPACITY OF BMP IS REACHED.	AFTER TRIBUTARY AREAS ARE FULLY RESTORED.

NOTE: CONTRACTOR IS RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REMOVAL OF ALL APPLICABLE EROSION & SEDIMENT CONTROL ITEMS.



CALL 48 HOURS BEFORE DIGGING:
GOPHER STATE ONE CALL
 TWIN CITY AREA (651)454-0002
 MINNESOTA TOLL FREE 1-800-252-1166

PROJECT
VERMILLION STATE BANK

ADDITION/ REMODELING

INNER GROVE HEIGHTS, MINNESOTA

ISSUED SET
 REVISIONS

DATE	NO.	CITY SUBMITTAL
6-21-10	1	
7-15-10	2	REVISED PER CITY ENG. COMMENTS

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA

NOT FOR CONSTRUCTION
 CURT CLAEYS
 45613 REG. NO. DATE

LANDSCAPE PLAN

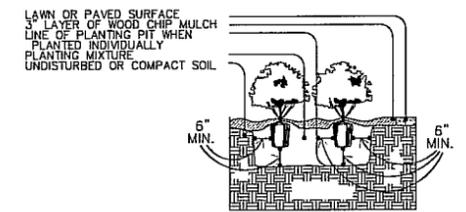
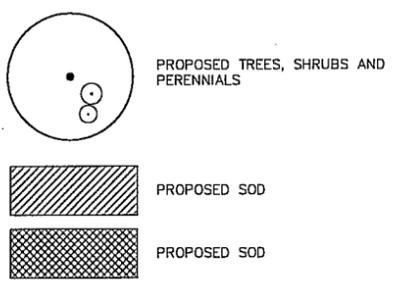
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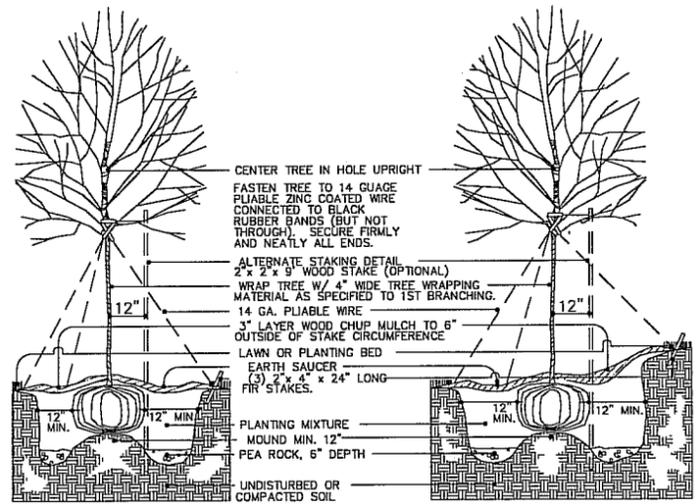
GENERAL NOTES

- LANDSCAPE CONTRACTOR SHALL VISIT SITE PRIOR TO SUBMITTING BID TO BECOME COMPLETELY FAMILIAR WITH SITE CONDITIONS.
- ALL ROUGH AN FINISH GRADING TO BE DONE BY OTHERS.
- NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN IMMEDIATE AREA.
- IT IS THE RESPONSIBILITY OF THE OWNER & CONTRACTOR TO IDENTIFY ALL UNDERGROUND CABLES, CONDUITS, WIRES, ETC., ON THE PROPERTY.
- IF THERE IS A DISCREPANCY BETWEEN THE NUMBER OF PLANTS SHOWN ON THE PLAN AND THE NUMBER OF PLANTS SHOWN IN THE PLANT LIST, THE NUMBER OF PLANTS SHOWN ON THE PLAN WILL TAKE PRECEDENCE.
- ALL CONTAINER MATERIAL TO BE GROWN IN CONTAINER A MINIMUM OF 6 MONTHS.
- ALL MATERIAL SHALL COMPLY WITH THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, AMERICAN ASSOCIATION OF NURSERYMEN.
- REPAIR ALL DAMAGE TO PROPERTY FROM PLANTING OPERATIONS AT NO COST TO THE OWNER.
- GUARANTEE NEW PLANT MATERIAL THROUGH ONE CALENDAR YEAR FOR DECIDUOUS TREES UP TO 3-1/2" CAL. & CONIFERS UP TO 11" HT. (LARGER SIZES WILL BE GUARANTEED FOR TWO CALENDAR YEARS FROM TIME OF PROVISIONAL ACCEPTANCE.
- ALL PROPOSED PLANTS SHALL BE LOCATED CAREFULLY AS SHOWN ON THE PLANS AND SHALL BE APPROVED BY LANDSCAPE ARCHITECT BEFORE THEY ARE INSTALLED.
- CONTRACTOR CAN SUBSTITUTE MACHINE MOVED MATERIAL USING APPROPRIATE SIZE TREE SPADE FOR B & B WITH LANDSCAPE ARCHITECTS APPROVAL.
- LANDSCAPE CONTRACTOR SHALL ENSURE THAT NEW TREES MOVED ONTO THE SITE ARE DUG FROM SIMILAR SITES WITH SIMILAR SOILS TO THE SOILS OF THIS PROJECT (HEAVY TO HEAVY, LIGHT TO LIGHT, HEAVY TO LIGHT SOILS).
- LANDSCAPE CONTRACTOR IS REQUIRED TO PROVIDE OWNER WITH MAINTENANCE INFORMATION DURING GUARANTEE PERIOD RELATING TO WATERING, FEEDING, PRUNING, PEST CONTROL, AND RELATED ITEMS. THIS WILL BE PREPARED AND DELIVERED TO OWNER AFTER PROVISIONAL INSPECTION APPROVAL HAS BEEN GIVEN BY LANDSCAPE ARCHITECTS.
- WRAPPING MATERIAL SHALL BE CORRUGATED TREE PROTECTION WITH THE SIZE OF TUBE 1" DIA. (MIN.) LARGER THAN THE CALIPER INCH SIZE OF TREE TO BE PROTECTED. WRAP ALL TREES, EXCEPT HACKBERRY TREE SHALL BE PROTECTED PRIOR TO 12/1 AND TUBES REMOVED BY 5/1.
- POLY EDGER UNLESS SPECIFIED OTHERWISE, SHALL BE BLACK VINYL EDGER, OLY-DLA EDGINGS INC. SUPER-EDG STYLE EDGER.
- ROCK MULCH WILL BE 3" DEEP 3/4" DIA. CLEAN TRAP ROCK WITH WEED CHECK CLOTH.
- 3" DEEP WOOD MULCH WILL BE INSTALLED UNDER ALL TREES AND SHRUBS THAT ARE ISOLATED FROM GROUNDCOVER AREAS AND GENERAL SHRUB MASSES.
- LANDSCAPE FABRIC (FILTER MAT) TO HAVE A COMBINED WEIGHT OF 4.5-5.0 OZ. PER SQ. YD. FABRIC SHOULD BE U.V. STABILIZED AND HAVE A FIVE YEAR MINIMUM WEATHERABILITY FACTOR IN FULL SUNLIGHT. FABRIC TO BE PHILLIPS DUON R OR EQUIVALENT. SAMPLE REQUIRED FOR APPROVAL.
- ALL PLANTING SHALL RECEIVE FERTILIZER AS FOLLOWS:
 SUMMER AND FALL PLANTING - BEFORE WINTER FREEZE-UP APPLY 0-20-20 GRANULAR IN SAUKER AROUND PLANT AT THE RATE OF 1-12 OZ. CAN PER 2-3" CAL. TREE & 1-6 OZ. CAN FULL PER SHRUB. FOLLOW UP WITH THE SAME AMOUNT OF 10-10-10 THE FOLLOWING SPRING.
- SOD SHALL BE HIGHLAND SOD, 30" x 100" ROLLS PREFERRED WHERE APPLICABLE. TO BE LAID PARALLEL TO THE CONTOURS AND HAVE STAGGERED JOINTS. ON SLOPES STEEPER THAN 3:1 OR DRAINAGE SWALES, THE SOD SHALL BE STAKED INTO THE GROUND. SCARIFY THE EXISTING GRADES WITH FIELD CULTIVATOR TO A MIN. DEPTH OF 12" PRIOR TO PLACING OF TOPSOIL AND FINISH GRADING FOR SOD. IMMEDIATELY PRIOR TO PLACING SOD, CONTRACTOR SHALL APPLY 10-6-4 FERTILIZER AT THE RATE OF 10 POUNDS PER 1000 SQ. FT.
- ALL AREAS SPECIFIED AS "SEED" TO BE SEEDED WITH MNDOT SEED MIX 250 AT A RATE OF 150 LBS./AC. WITH 2 TONS SHREDDED AND PUNCHED IN PLACE STRAW PER ACRE. HYDROSEEDING & MULCHING IS AND ACCEPTABLE ALTERNATE.
- CRABAPPLE TREES SHALL HAVE NO BRANCHES BELOW 36" ABOVE THE ROOT BALL, AND HAVE NO "V" CROTCHES.
- CALIPER OF ALL TREE TRUNKS UP TO AND INCLUDING 4" SHALL BE MEASURED 6" ABOVE GROUND LEVEL, AND 12" ABOVE GROUND LEVEL FOR LARGER SIZES.
- DECIDUOUS SHRUBS SHALL HAVE MINIMUM OF FIVE (5) CANES AT SPECIFIED HEIGHT UNLESS OTHERWISE NOTED IN PLANT LIST.
- ALL PLANTING AREAS RECEIVING GROUNDCOVER, PERENNIALS, ANNUALS & VINES SHALL RECEIVE A MIN. 8" DEPTH OF PLANTING SOIL (45% TOPSOIL, 45% PEAT OR MANURE, 10% SAND).
- ALL PERENNIAL BEDS SHALL RECEIVE FILTER MAT. FILTER MAT HOLES FOR PERENNIALS SHALL BE OVERSIZED FOR SEASONAL PERENNIAL RETURN. MULCHES WILL BE 2" DEEP IN ALL PERENNIAL BEDS.
- IF THE CONTRACTOR FEELS AN ERROR HAS BEEN MADE REGARDING SPACING OR HARDINESS OF A SPECIES OF PLANT MATERIAL INDICATED ON THE PLAN, NOTIFY THE LANDSCAPE ARCHITECT PRIOR TO THE INSTALLATION OF PLANT MATERIAL.
- ALL NEWLY INSTALLED PLANT MATERIAL SHALL BE PLANTED IN WELL-DRAINED AREAS. CONTRACTOR SHALL AVOID INSTALLING ANY PLANT MATERIAL IN DRAINAGE SWALES OR WET & POORLY DRAINED AREAS.

LEGEND



1 DECIDUOUS SHRUBS
 NO SCALE

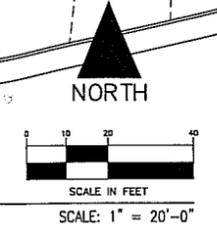
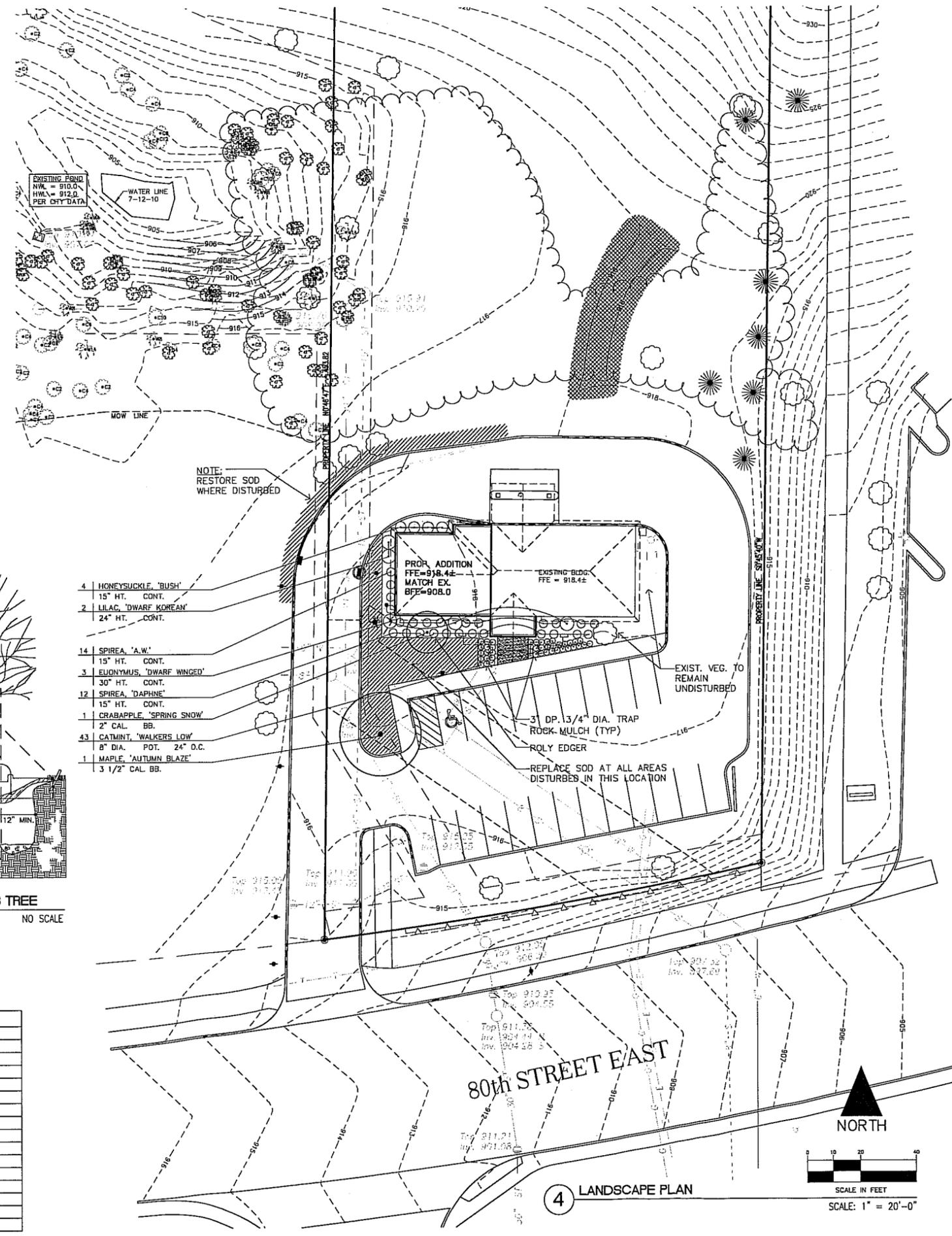


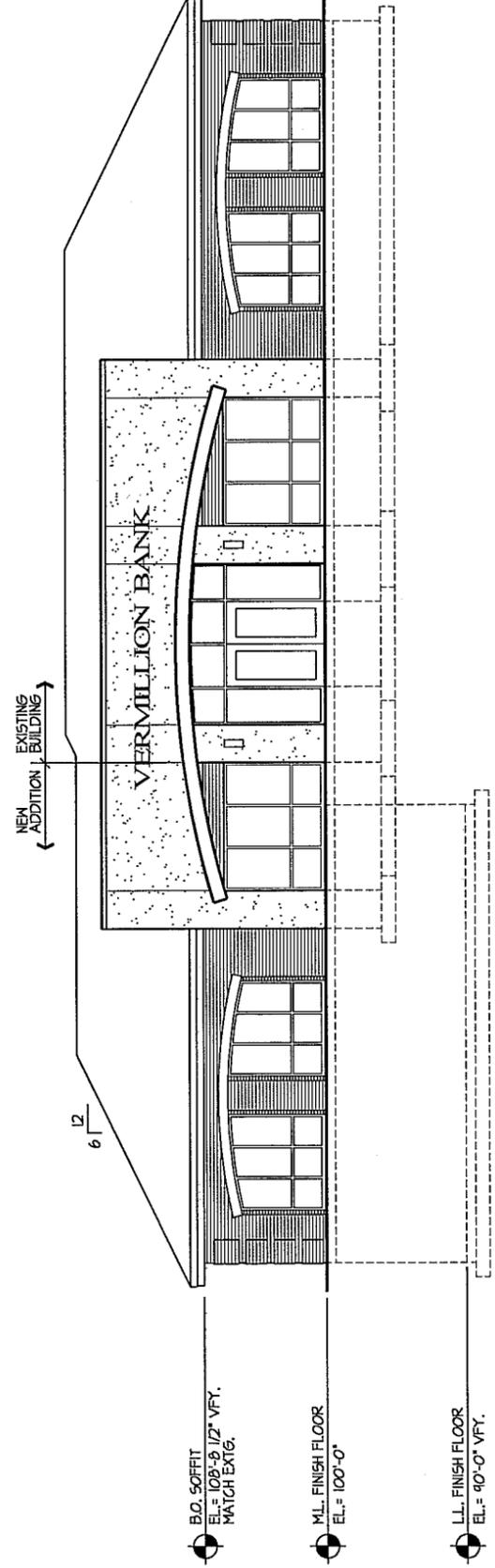
2 DECIDUOUS TREE
 LEVEL SITE NO SCALE

3 DECIDUOUS TREE
 SLOPING SITE NO SCALE

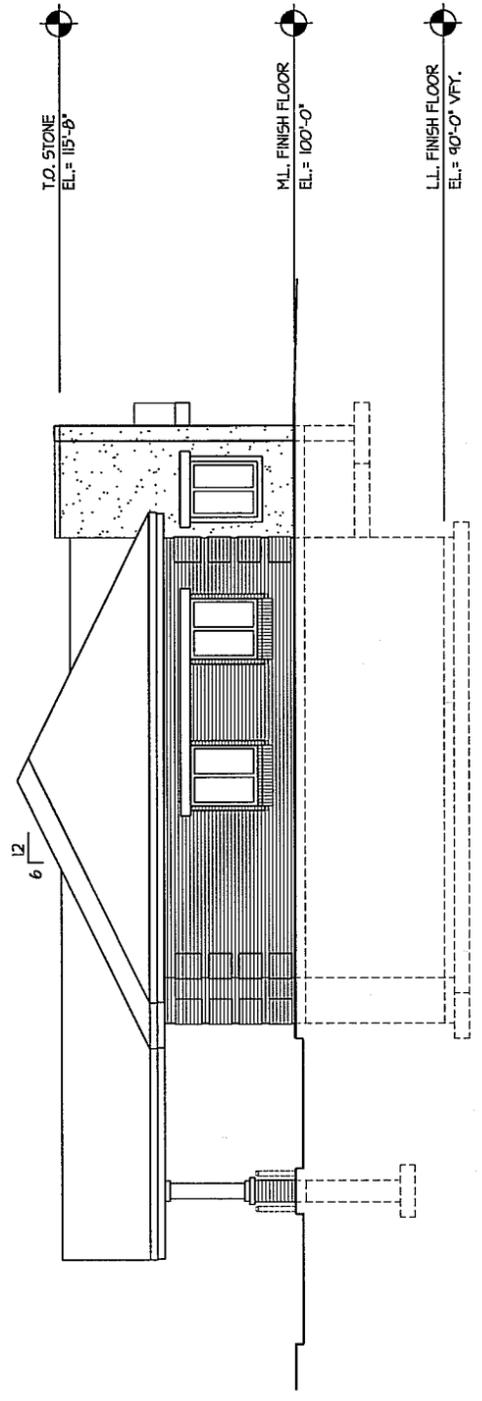
PLANT LIST

Qty.	Common & Botanical Names	Size	Cont.	Remarks
1	Maple, 'Autumn Blaze'	3-1/2" cal.	BB	Single, straight leader
	<i>Acer x Freemanii 'Jeffersred'</i>			No 'v' crotches
1	Crabapple, 'Spring Snow'	2" cal.	BB	Single, straight leader
	<i>Malus 'Spring Snow'</i>			No branches below 36" ht.
3	Euonymus, 'Dwarf Winged'	30" ht.	Cont.	Min. 5 canes @ 12" ht.
	<i>Euonymus alatus 'Compactus'</i>			
4	Honeysuckle, 'Bush'	15" ht.	Cont.	Min. 5 canes @ 12" ht.
	<i>Diervilla lonicera</i>			
2	Lilac, 'Dwarf Korean'	24" ht.	Cont.	Min. 5 canes @ 12" ht.
	<i>Syringa meyeri</i>			
14	Spirea, 'A. W.'	15" ht.	Cont.	Min. 5 canes @ 12" ht.
	<i>Spiraea bumalda 'Anthony Waterer'</i>			
12	Spirea, 'Daphne'	15" ht.	Cont.	Min. 5 canes @ 12" ht.
	<i>Spiraea japonica 'Alpina'</i>			
43	Catmint, Walkers Low	8" dia.	Pot	
	<i>Nepeta faassenii, 'Walkers Low'</i>			

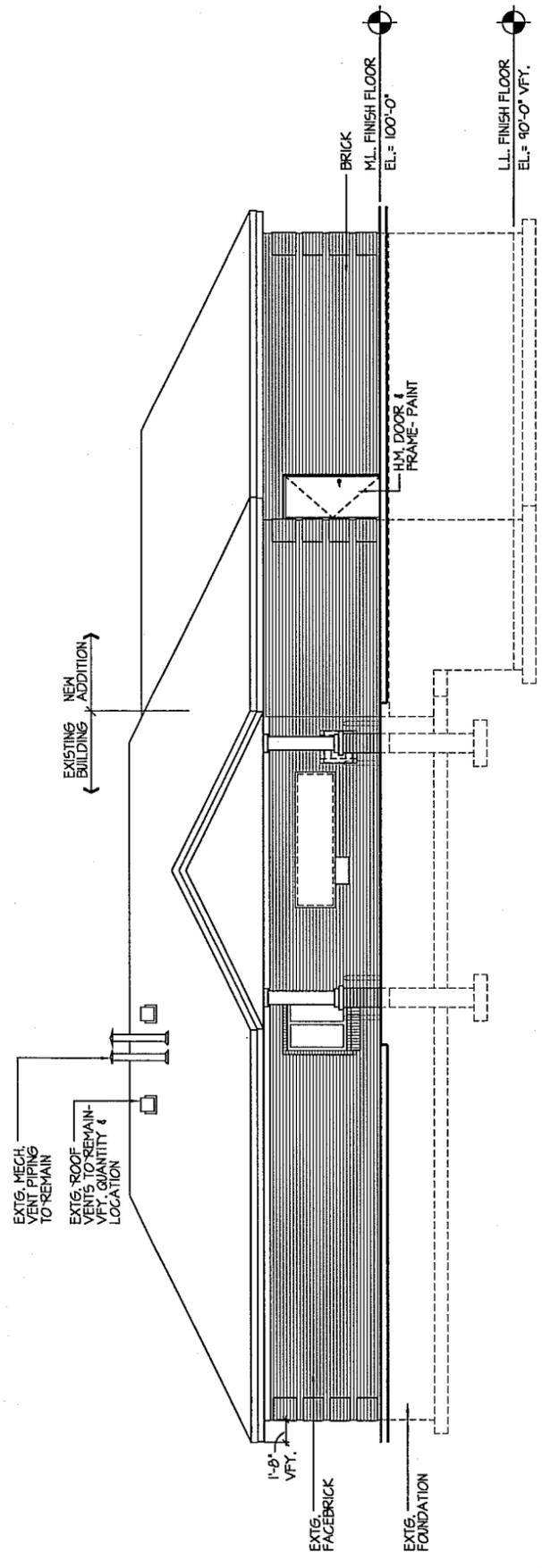




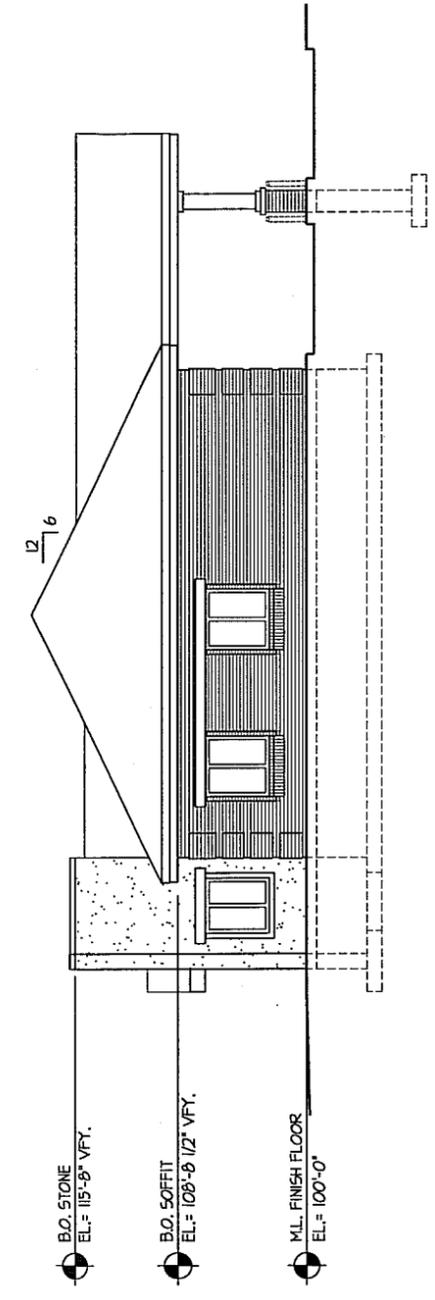
1 SOUTH EXTERIOR ELEVATION
A3.1 1/8"=1'-0"



2 WEST EXTERIOR ELEVATION
A3.1 1/8"=1'-0"



3 NORTH EXTERIOR ELEVATION
A3.1 1/8"=1'-0"



4 EAST EXTERIOR ELEVATION
A3.1 1/8"=1'-0"

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Call for the Sale of Three Bond Issues

Meeting Date: August 9, 2010
 Item Type: Regular Business
 Contact: Ann Lanoue 651.450.2517
 Prepared by: Ann Lanoue, Finance Director
 Reviewed by: n/a



Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve resolutions calling for the sale of \$6,935,000 G. O. Sewer Revenue Bonds, Series, 2010A; \$4,975,000 G.O. Improvement Bonds, Series, 2010B; and \$925,000 G.O. Permanent Improvement Refunding Bonds, Series 2010C as well as a resolution Authorizing the Execution of a Credit Enhancement Program Agreement with the Minnesota Public Facilities Authority.

SUMMARY

We have been working with Steve Apfelbacher and Jessica Cook of Ehlers and Associates, on our bonding needs for 2010. We are proposing the issuance and sale of three issues:

1. \$6,935,000 General Obligation Sewer Revenue Bonds, Series, 2010A, which will be used to complete the financing of the sewer extension into the Northwest Area. Approximately 50% of the project was financed when construction began in 2007. The City will utilize development fees from the Northwest Area to repay the bonds. We intend to participate in the Minnesota Public Facilities Authority Credit Enhancement Program with the Minnesota Public Facilities Authority (the "Credit Enhancement Program") to provide credit enhancement for the bonds, pursuant to Minnesota Statutes, Section 446A.086.
2. \$4,975,000 General Obligation Improvement Bonds, Series 2010B, which will be used to finance the South Grove Area 5 Street Reconstruction Project (Project 2009-09D). These bonds are being issued pursuant to Minnesota Statutes, Chapter 429.
3. \$925,000 General Obligation Permanent Improvement Refunding Bonds, Series 2010C, which will be a current refunding of the Permanent Improvement Fund Bonds, Series 2002A. These bonds are also being issued pursuant to Minnesota Statutes, Chapter 429. Based on currently estimated interest rates we expect to save based on present value 4.6% in future interest costs.

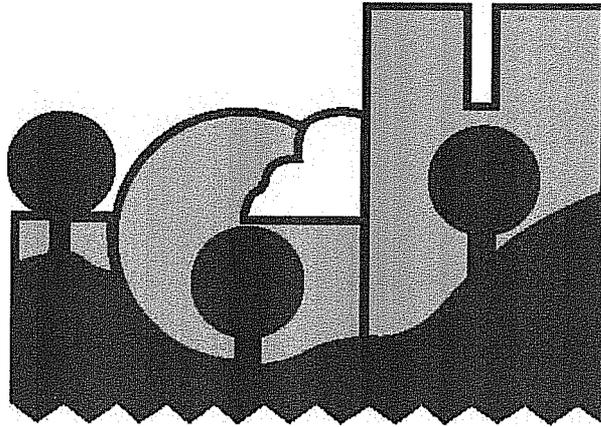
These bonds will be sold on September 13, 2010 and the estimated closing date will be the week of October 5, 2010. Details on these bond issues are on the attached pre-sale reports prepared by Ehlers and Associates. Also attached are the resolutions calling for the sale of each bond issue plus a resolution Authorizing the Execution of a Credit Enhancement Program Agreement with the Minnesota Public Facilities Authority. The City's current bond rating is AA from Standard and Poor's and we will request a rating for the 2010 bonds from Standard and Poor's.

I recommend approval of the attached resolutions authorizing the sale of the bonds and the execution of the Credit Enhancement Program Agreement with the Minnesota Public Facilities Authority.

August 9, 2010

Pre-Sale Report for
\$6,935,000 General Obligation Sewer
Revenue Bonds

City of Inver Grove Heights,
Minnesota





Details of Proposed Debt

Proposed Issue: \$6,935,000 General Obligation Sewer Revenue Bonds, Series 2010A

Purpose: These bonds are being issued to complete the financing of the sewer extension into the Northwest Area. Approximately 50% of the project was financing when construction began in late 2007, and this issue will finance the remainder of the project costs.

Authority: The Bonds are being issued pursuant to Chapter 444, which allows cities to issue debt without limitation as long as debt service is expected to be paid from water and sewer revenues.

Funding Source(s): For the 2010A Bonds, the City will utilize development fees from the Northwest Area to repay the bonds. In the short-term, principal and interest on the bonds may be paid with an advance from the water fund or the sewer connection fund. Over time, as property in the Northwest Area develops, fee income will be generated to pay off the debt. The annual debt service is projected to be less than the amount used in planning studies.

Risk Factors: The primary risk is one of timing. We currently estimate little or no development in the Northwest Area until 2014, and have structure the date to minimize principal and interest earnings through 2013. The debt is also structured to have a 25-year term to match the number of years it may take to fully develop the Northwest Area. If development is delayed even more than expected, the City will need to increase the amount advanced from the water fund to repay the debt. Over time, if the City continues to increase the development fees annually, the fee revenue will pay for the cost of the project.

Arbitrage Monitoring: The IRS is becoming more active in surveying municipal issuers. IRS rules regarding the amount of interest that the City may earn on bond proceeds must be taken into consideration. Interest earnings in excess of the bond rate are known as arbitrage. Because the City will be using most of the bond proceeds to reimburse itself for construction costs, we do not expect arbitrage to be a concern for the project fund. The City will need to keep its debt service funds within IRS parameters to avoid penalties for carrying too high of a balance during the life of the issue.




Rating:

The City is currently rated AA by Standard and Poor's and will request a rating for the 2010 bond issues. In addition, this bond issue is eligible for State of Minnesota's credit enhancement program, which would provide a AAA rating to this bond issue.

Attached is a resolution authorizing staff and Ehlers to apply to the State of Minnesota Public Finance Authority. The only cost to the City is a \$500 application fee, which is included in the estimated costs of issuance.

Bank Qualification:

Because the City is issuing less than \$30,000,000 in the calendar year, the City will be able to designate the Bonds as "bank qualified" obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.

Term/Call Feature:

The 2010A Bonds are being issued for a 25-year period. Interest is payable each six months beginning August 1, 2011. Principal on the 2010A Bonds will be due on February 1 in the years 2014 through 2036. The 2010A Bonds maturing February 1, 2020, and thereafter will be subject to prepayment at the discretion of the City on February 1, 2019.





Proposed Debt Issuance Schedule

Pre-Sale Approval by Council:	August 9, 2010
Distribute Official Statement:	Week August 30, 2010
Conference with Rating Agency:	Week September 7, 2010
City Council Meeting to Award Sale of the Bonds:	September 13, 2010
Estimated Closing Date:	Week of October 5, 2010

Attachments

Sources and Uses of Funds
Proposed Debt Service Schedule
Bond Buyer Index
Resolution Authorizing Ehlers to Proceed With Bond Sale

Ehlers Contacts:

Financial Advisors:	Steve Apfelbacher	(651) 697-8510
	Jessica Cook	(651) 697-8546
Bond Analysts:	Diana Lockard	(651) 697-8534
	Debbie Holmes	(651) 697-8536
Bond Sale Coordinator:	Alicia Aulwes	(651) 697-8523

The Official Statement for this financing will be mailed to the Council Members at their home address for review prior to the sale date.



Inver Grove Heights, MN

\$6,935,000 G.O. Sewer Revenue Bonds, Series 2010A

Sources & Uses

Dated 10/06/2010 | Delivered 10/06/2010

Sources Of Funds

Par Amount of Bonds	\$6,935,000.00
Total Sources	\$6,935,000.00

Uses Of Funds

Total Underwriter's Discount (1.200%)	83,220.00
Costs of Issuance	50,000.00
Deposit to Project Construction Fund	6,800,000.00
Rounding Amount	1,780.00
Total Uses	\$6,935,000.00

Inver Grove Heights, MN

\$6,935,000 G.O. Sewer Revenue Bonds, Series 2010A

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
02/01/2011	-	-	-	-
02/01/2012	-	-	352,512.67	352,512.67
02/01/2013	-	-	267,167.50	267,167.50
02/01/2014	210,000.00	1.650%	267,167.50	477,167.50
02/01/2015	210,000.00	2.000%	263,702.50	473,702.50
02/01/2016	215,000.00	2.350%	259,502.50	474,502.50
02/01/2017	220,000.00	2.600%	254,450.00	474,450.00
02/01/2018	225,000.00	2.850%	248,730.00	473,730.00
02/01/2019	235,000.00	3.050%	242,317.50	477,317.50
02/01/2020	240,000.00	3.200%	235,150.00	475,150.00
02/01/2021	250,000.00	3.400%	227,470.00	477,470.00
02/01/2022	255,000.00	3.500%	218,970.00	473,970.00
02/01/2023	265,000.00	3.600%	210,045.00	475,045.00
02/01/2024	275,000.00	3.700%	200,505.00	475,505.00
02/01/2025	285,000.00	3.850%	190,330.00	475,330.00
02/01/2026	295,000.00	3.950%	179,357.50	474,357.50
02/01/2027	310,000.00	4.050%	167,705.00	477,705.00
02/01/2028	320,000.00	4.150%	155,150.00	475,150.00
02/01/2029	335,000.00	4.200%	141,870.00	476,870.00
02/01/2030	350,000.00	4.300%	127,800.00	477,800.00
02/01/2031	360,000.00	4.400%	112,750.00	472,750.00
02/01/2032	380,000.00	4.450%	96,910.00	476,910.00
02/01/2033	395,000.00	4.550%	80,000.00	475,000.00
02/01/2034	415,000.00	4.650%	62,027.50	477,027.50
02/01/2035	435,000.00	4.750%	42,730.00	477,730.00
02/01/2036	455,000.00	4.850%	22,067.50	477,067.50
Total	\$6,935,000.00	-	\$4,626,387.67	\$11,561,387.67

Yield Statistics

Bond Year Dollars	\$110,480.35
Average Life	15.931 Years
Average Coupon	4.1875209%
Net Interest Cost (NIC)	4.2628466%
True Interest Cost (TIC)	4.2288758%
Bond Yield for Arbitrage Purposes	4.1216405%
All Inclusive Cost (AIC)	4.2941921%

IRS Form 8038

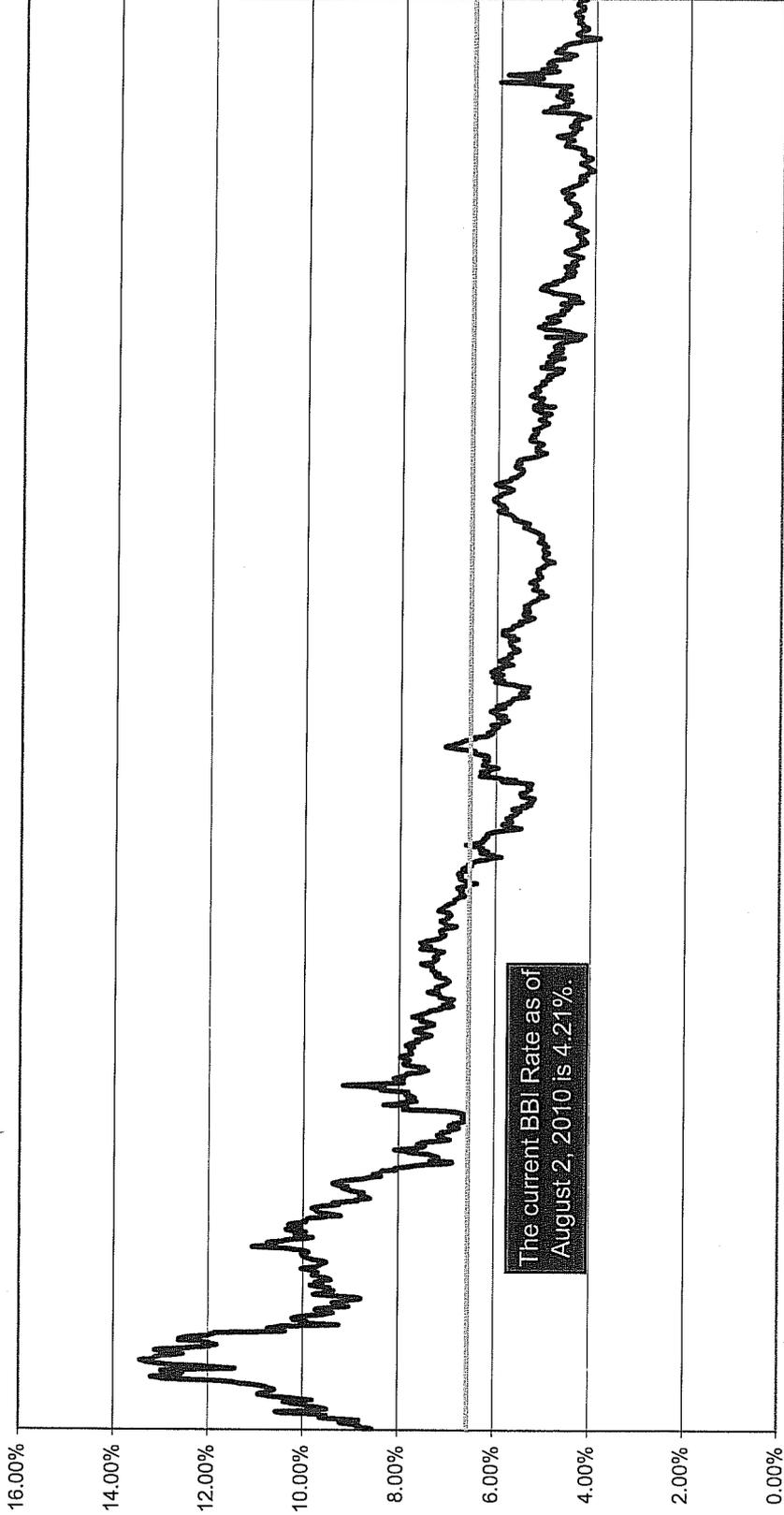
Net Interest Cost	4.1875209%
Weighted Average Maturity	15.931 Years

Trend in Municipal Bond Indices

Weekly rates from August 1980 - August 2010

The high BBI Rate for this date range was 13.44% on 01/14/1982.

The low BBI Rate for this date range was 3.94% on 10/05/2009.



1980 1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009



Resolution No. _____

Council Member _____ introduced the following resolution and moved its adoption:

**Resolution Providing for the Sale of
\$6,935,000 General Obligation Sewer Revenue Bonds, Series 2010A**

- A. WHEREAS, the City Council of the City of Inver Grove Heights, Minnesota, has heretofore determined that it is necessary and expedient to issue the City's \$6,935,000 General Obligation Sewer Revenue Bonds, Series 2010A (the "Bonds"), to finance various sewer improvements in the City; and
- B. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent financial advisor for the Bonds and is therefore authorized to solicit proposals in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

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

- 1. Authorization; Findings. The City Council hereby authorizes Ehlers to solicit proposals for the sale of the Bonds.
- 2. Meeting; Proposal Opening. The City Council shall meet at City Hall on September 13, 2010, for the purpose of considering sealed proposals for and awarding the sale of the Bonds.
- 3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by Council Member _____ and, after full discussion thereof and upon a vote being taken thereon, the following Council Members voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

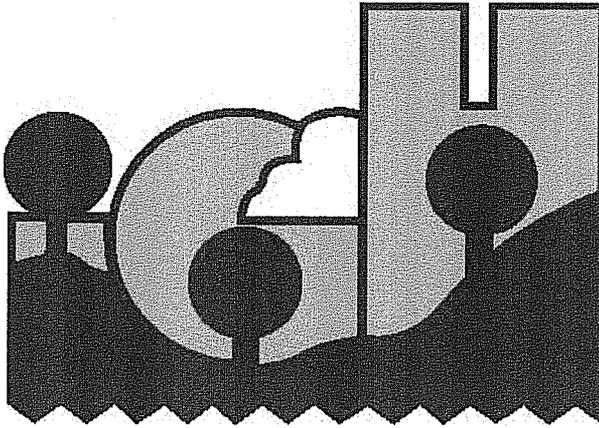
Dated this _____ day of August, 2010.

City Clerk
City of Inver Grove Heights

August 9, 2010

Pre-Sale Report for
\$4,975,000 General Obligation
Improvement Bonds

City of Inver Grove Heights,
Minnesota



Details of Proposed Debt

- Proposed Issue:** \$4,975,000 General Obligation Improvement Bonds, Series 2010B
- Purpose:** The Bonds are being issued to finance the South Grove Area 5 Street Reconstruction Project (Project 2010-09D).
- Authority:** The Bonds are being issued pursuant to Minnesota Statutes, Chapter 429. Because the City is assessing at least 20% of the project costs, the Bonds can be a general obligation without a referendum and will not count against the City's debt limit.
- Funding Source(s):** For the Bonds, it is the intent of the City to levy special assessments and property taxes to support 105% of the debt service beginning with taxes payable in 2012.
- Approximately 32% of the project costs will be paid with special assessments. The remaining portion will be financed over 15 years and will be repaid with an annual debt levy of approximately \$295,000.
- Risk Factors:** We have not assumed any pre-paid special assessments. If the City receives a significant amount of pre-paid assessments, it may need to increase the levy portion of the debt service to make up for lower interest earnings than the expected 6.55% assessment interest rate.
- Arbitrage Monitoring:** The IRS is becoming more active in surveying municipal issuers. IRS rules regarding the amount of interest that the City may earn on bond proceeds must be taken into consideration. Interest earnings in excess of the bond rate are known as arbitrage. Because the City will be using most of the bond proceeds to reimburse itself for construction costs, we do not expect arbitrage to be a concern for the project fund. The City will need to keep proper financial records.
- The City will need to keep its debt service funds within IRS parameters to avoid penalties for carrying too high of a balance during the life of the issue. Pre-paid special assessments may cause the Debt Service Fund to be higher than IRS parameters. The City will need to monitor the debt service fund over the life of the issue.





Rating: The City is currently rated AA by Standard and Poor's and will request a rating for the 2010 bond issues from Standard and Poor's.

Bank Qualification: Because the City is issuing less than \$30,000,000 in the calendar year, the City will be able to designate the Bonds as "bank qualified" obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.

Term/Call Feature: The 2010B Bonds are being issued for a 15-year period plus 22 months of capitalized interest. Interest is payable each six months beginning August 1, 2011. Principal on the 2010B Bonds will be due on February 1 in the years 2013 through 2027. The 2010B Bonds maturing February 1, 2019, and thereafter will be subject to prepayment at the discretion of the City on February 1, 2018.

Other Considerations: The special assessments for the South Grove 5 project are to be levied in 2011 for Taxes Payable in 2012. The 2010B bonds capitalize interest so the first payment will not be due until August 1, 2012, when the tax and assessment levy will be available.



Proposed Debt Issuance Schedule

Pre-Sale Review by Council:	August 9, 2010	Octo
Distribute Official Statement:	Week August 30, 2010	
Conference with Rating Agency:	Week September 7, 2010	
City Council Meeting to Award Sale of the Bonds:	September 13, 2010	
Estimated Closing Date:	Week of October 5, 2010	

Attachments

- Sources and Uses of Funds
- Proposed Debt Service Schedule
- Resolution Authorizing Ehlers to Proceed With Bond Sale

Ehlers Contacts:

Financial Advisors:	Steve Apfelbacher	(651) 697-8510
	Jessica Cook	(651) 697-8546
Bond Analysts:	Diana Lockard	(651) 697-8534
	Debbie Holmes	(651) 697-8536
Bond Sale Coordinator:	Alicia Aulwes	(651) 697-8523

The Official Statement for this financing will be mailed to the Council Members at their home address for review prior to the sale date.



Resolution No. _____

Council Member _____ introduced the following resolution and moved its adoption:

**Resolution Providing for the Sale of
\$4,975,000 General Obligation Improvement Bonds, Series 2010B**

- A. WHEREAS, the City Council of the City of Inver Grove Heights, Minnesota, has heretofore determined that it is necessary and expedient to issue the City's \$4,975,000 General Obligation Improvement Bonds, Series 2010B (the "Bonds"), to finance various public improvements in the City; and
- B. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent financial advisor for the Bonds and is therefore authorized to solicit proposals in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

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

- 1. Authorization; Findings. The City Council hereby authorizes Ehlers to solicit proposals for the sale of the Bonds.
- 2. Meeting; Proposal Opening. The City Council shall meet at City Hall on September 13, 2010, for the purpose of considering sealed proposals for and awarding the sale of the Bonds.
- 3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by Council Member _____ and, after full discussion thereof and upon a vote being taken thereon, the following Council Members voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

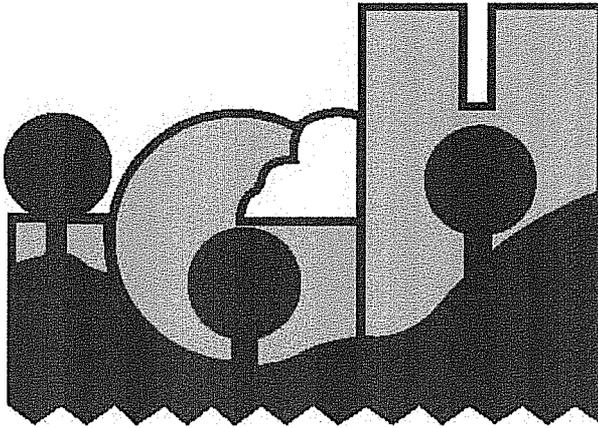
Dated this _____ day of August, 2010.

City Clerk
City of Inver Grove Heights

August 9, 2010

Pre-Sale Report for
\$ 925,000 General Obligation Permanent
Improvement Refunding Bonds

City of Inver Grove Heights,
Minnesota



Details of Proposed Debt

- Proposed Issue:** \$925,000 General Obligation Permanent Improvement Refunding Bonds, Series 2010C.
- Purpose:** The 2010C Bonds are a current refunding of the Permanent Refunding Bonds, Series 2002A (the "prior Bonds"), issued in the amount of \$3,975,000. The outstanding bonds, which total \$885,000, mature on February 1 in the years 2011 through 2018 and current interest rates are 4.1% to 4.85%. The outstanding bonds are callable on any date.
- Based on estimated refunding interest rates of .60% to 2.50%, the estimated future interest savings, after all expenses, as a result of a current refunding will be approximately \$44,000. This savings expressed in present value is approximately \$40,000 or 4.6% of the refunded principal. The minimum savings required by Minnesota state law for an advance refunding is a present value savings of 3.00%.
- Authority:** The Bonds are being issued pursuant to Minnesota Statutes, Chapter 429. Because the Bonds refund prior improvement bonds, and because the City assessed at least 20% of the project costs, the Bonds can be a general obligation without a referendum and will not count against the City's debt limit.
- Funding Source(s):** The City will continue to make debt service payments from special assessments and property taxes. There is no excess cash or prepaid special assessments in the debt service fund to reduce the refunding.
- Risk Factors:** If interest rates rise before the scheduled sale on September 13, 2010 the savings on the refunding may be less than projected.
- Arbitrage Monitoring:** The IRS is becoming more active in surveying municipal issuers. IRS rules regarding the amount of interest that the City may earn on bond proceeds must be taken into consideration. Interest earnings in excess of the bond rate are known as arbitrage. The City will need to monitor the debt service fund over the life of the issue and keep its debt service funds within IRS parameters to avoid penalties for carrying too high of a balance during the life of the issue.
- Rating:** The City is currently rated AA by Standard and Poor's and will request a rating from Standard and Poor's for the 2010 bond issues.





Bank Qualification: Because the City is issuing less than \$30,000,000 in the calendar year, the City will be able to designate the Bonds as “bank qualified” obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.

Term/Call Feature: The 2010A Bonds will be non-callable in order to achieve the lowest possible interest rates.

Other Considerations: If a minimum of 3% present value savings is not realized, the bonds will not be issued.



Proposed Debt Issuance Schedule

Pre-Sale Approval by Council:	August 9, 2010
Distribute Official Statement:	Week August 30, 2010
Conference with Rating Agency:	Week September 7, 2010
City Council Meeting to Award Sale of the Bonds:	September 13, 2010
Estimated Closing Date:	Week of October 5, 2010

Attachments

- Sources and Uses of Funds
- Proposed Debt Service Schedules
- Resolution Authorizing Ehlers to Proceed With Bond Sale

Ehlers Contacts:

Financial Advisors:	Steve Apfelbacher	(651) 697-8510
	Jessica Cook	(651) 697-8546
Bond Analysts:	Diana Lockard	(651) 697-8534
	Debbie Holmes	(651) 697-8536
Bond Sale Coordinator:	Alicia Aulwes	(651) 697-8523

The Official Statement for this financing will be mailed to the Council Members at their home address for review prior to the sale date.



Inver Grove Heights, MN

Proposed Current Refunding of

\$3,975,000 G.O. Permanent Improvement Bonds, Series 2002A

Sources & Uses

Dated 10/06/2010 | Delivered 10/06/2010

Sources Of Funds

Par Amount of Bonds	\$925,000.00
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Total Sources	\$925,000.00
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Uses Of Funds

Total Underwriter's Discount (1.000%)	9,250.00
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Costs of Issuance	20,000.00
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Deposit to Current Refunding Fund	894,704.38
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Rolling Amount	1,045.62
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Total Uses	\$925,000.00
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Inver Grove Heights, MN

Proposed Current Refunding of

\$3,975,000 G.O. Permanent Improvement Bonds, Series 2002A

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
10/06/2010	-	-	-	-	-
02/01/2011	170,000.00	0.600%	3,738.30	173,738.30	173,738.30
08/01/2011	-	-	5,341.25	5,341.25	-
02/01/2012	175,000.00	0.800%	5,341.25	180,341.25	185,682.50
08/01/2012	-	-	4,641.25	4,641.25	-
02/01/2013	175,000.00	1.000%	4,641.25	179,641.25	184,282.50
08/01/2013	-	-	3,766.25	3,766.25	-
02/01/2014	125,000.00	1.300%	3,766.25	128,766.25	132,532.50
08/01/2014	-	-	2,953.75	2,953.75	-
02/01/2015	70,000.00	1.650%	2,953.75	72,953.75	75,907.50
08/01/2015	-	-	2,376.25	2,376.25	-
02/01/2016	65,000.00	1.950%	2,376.25	67,376.25	69,752.50
08/01/2016	-	-	1,742.50	1,742.50	-
02/01/2017	70,000.00	2.300%	1,742.50	71,742.50	73,485.00
08/01/2017	-	-	937.50	937.50	-
02/01/2018	75,000.00	2.500%	937.50	75,937.50	76,875.00
Total	\$925,000.00	-	\$47,255.80	\$972,255.80	-

Yield Statistics

Bond Year Dollars	\$2,745.49
Average Life	2.968 Years
Average Coupon	1.7212180%
Net Interest Cost (NIC)	2.0581346%
True Interest Cost (TIC)	2.0632645%
Bond Yield for Arbitrage Purposes	1.7106513%
All Inclusive Cost (AIC)	2.8472467%

IRS Form 8038

Net Interest Cost	1.7212180%
Weighted Average Maturity	2.968 Years

Inver Grove Heights, MN

\$3,975,000 G.O. Permanent Improvement Bonds, Series 2002A

Prior Original Debt Service

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/01/2010	-	-	-	-	-
02/01/2011	160,000.00	4.100%	19,408.75	179,408.75	179,408.75
08/01/2011	-	-	16,128.75	16,128.75	-
02/01/2012	160,000.00	4.150%	16,128.75	176,128.75	192,257.50
08/01/2012	-	-	12,808.75	12,808.75	-
02/01/2013	165,000.00	4.250%	12,808.75	177,808.75	190,617.50
08/01/2013	-	-	9,302.50	9,302.50	-
02/01/2014	120,000.00	4.350%	9,302.50	129,302.50	138,605.00
08/01/2014	-	-	6,692.50	6,692.50	-
02/01/2015	65,000.00	4.700%	6,692.50	71,692.50	78,385.00
08/01/2015	-	-	5,165.00	5,165.00	-
02/01/2016	65,000.00	4.700%	5,165.00	70,165.00	75,330.00
08/01/2016	-	-	3,637.50	3,637.50	-
02/01/2017	70,000.00	4.850%	3,637.50	73,637.50	77,275.00
08/01/2017	-	-	1,940.00	1,940.00	-
02/01/2018	80,000.00	4.850%	1,940.00	81,940.00	83,880.00
Total	\$885,000.00	-	\$130,758.75	\$1,015,758.75	-

Yield Statistics

Average Life	3.048 Years
Weighted Average Maturity (Par Basis)	3.048 Years
Average Coupon	4.5872281%

Refunding Bond Information

Refunding Dated Date	10/06/2010
Refunding Delivery Date	10/06/2010

Inver Grove Heights, MN

Proposed Current Refunding of

\$3,975,000 G.O. Permanent Improvement Bonds, Series 2002A

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
02/01/2011	173,738.30	172,692.68	179,408.75	6,716.07
02/01/2012	185,682.50	185,682.50	192,257.50	6,575.00
02/01/2013	184,282.50	184,282.50	190,617.50	6,335.00
02/01/2014	132,532.50	132,532.50	138,605.00	6,072.50
02/01/2015	75,907.50	75,907.50	78,385.00	2,477.50
02/01/2016	69,752.50	69,752.50	75,330.00	5,577.50
02/01/2017	73,485.00	73,485.00	77,275.00	3,790.00
02/01/2018	76,875.00	76,875.00	83,880.00	7,005.00
Total	\$972,255.80	\$971,210.18	\$1,015,758.75	\$44,548.57

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	39,716.13
Net PV Cashflow Savings @ 2.847%(AIC)	39,716.13
Contingency or Rounding Amount	1,045.62
Net Present Value Benefit	\$40,761.75
Net PV Benefit / \$885,000 Refunded Principal	4.606%
Net PV Benefit / \$925,000 Refunding Principal	4.407%

Refunding Bond Information

Refunding Dated Date	10/06/2010
Refunding Delivery Date	10/06/2010

Inver Grove Heights, MN

Proposed Current Refunding of

\$3,975,000 G.O. Permanent Improvement Bonds, Series 2002A

Current Refunding Escrow

Date	Principal	Rate	Receipts	Disbursements	Cash Balance
10/06/2010	-	-	0.38	-	0.38
11/01/2010	894,704.00	-	894,704.00	894,704.38	-
Total	\$894,704.00	-	\$894,704.38	\$894,704.38	-

Investment Parameters

Investment Model [PV, GIC, or Securities]	Securities
Default investment yield target	Unrestricted
Cash Deposit	0.38
Cost of Investments Purchased with Bond Proceeds	894,704.00
Total Cost of Investments	\$894,704.38
Target Cost of Investments at bond yield	\$893,646.66
Actual positive or (negative) arbitrage	(1,057.72)
Yield to Receipt	-3.06E-12
Yield for Arbitrage Purposes	1.7106513%
State and Local Government Series (SLGS) rates for	7/26/2010

Resolution No. _____

Council Member _____ introduced the following resolution and moved its adoption:

**Resolution Providing for the Sale of
\$925,000 General Obligation Permanent Improvement Refunding Bonds,
Series 2010C**

- A. WHEREAS, the City Council of the City of Inver Grove Heights, Minnesota, has heretofore determined that it is necessary and expedient to issue the City's \$925,000 General Obligation Permanent Improvement Refunding Bonds, Series 2010C (the "Bonds"), to current refund the 2011 through 2018 maturities of the \$3,975,000 General Obligation Permanent Improvement Bonds, Series 2002A; and
- B. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent financial advisor for the Bonds and is therefore authorized to solicit proposals in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

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

1. Authorization; Findings. The City Council hereby authorizes Ehlers to solicit proposals for the sale of the Bonds.
2. Meeting; Proposal Opening. The City Council shall meet at City Hall on September 13, 2010, for the purpose of considering sealed proposals for and awarding the sale of the Bonds.
3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by Council Member _____ and, after full discussion thereof and upon a vote being taken thereon, the following Council Members voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this _____ day of August, 2010.

City Clerk
City of Inver Grove Heights

Extract of Minutes of Meeting
of the City Council of the City
of Inver Grove Heights, Minnesota

Pursuant to due call and notice thereof a regular meeting of the City Council of the City of Inver Grove Heights, Minnesota, was held at the City Hall in the City on Monday, August 9, 2010, commencing at 7:30 P.M.

The following members of the Council were present:

and the following were absent:

The following resolution was presented by Councilmember _____ who moved its adoption:

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF A CREDIT
ENHANCEMENT PROGRAM AGREEMENT WITH THE MINNESOTA
PUBLIC FACILITIES AUTHORITY**

BE IT RESOLVED By the City Council of the City of Inver Grove Heights, Minnesota (the "City") as follows:

1. Background. It is determined that:

(a) The City has previously determined that it is necessary and expedient to issue its General Obligation Sewer Revenue Bonds, Series 2010A (the "Bonds") to finance the construction of sanitary sewer extensions within portions of the City's sanitary sewer system.

(b) The City intends to participate in the Minnesota Public Facilities Authority Credit Enhancement Program with the Minnesota Public Facilities Authority (the "Credit Enhancement

Program”) to provide credit enhancement for the Bonds, pursuant to Minnesota Statutes, Section 446A.086 (the “Act”).

2. Credit Enhancement Agreement. The City is authorized to submit an application and pay an application fee of \$500.00 to the Minnesota Public Facilities Authority (the “PFA”) to participate in the Credit Enhancement Program. The City is additionally authorized to enter into an agreement with the PFA for the Credit Enhancement Program, as required by the Act (the “Agreement”). The Mayor and the City Administrator are authorized and directed to execute the Agreement and any other documents related to the Agreement prescribed by the PFA on the City’s behalf

3. Guarantee of Payment. In the resolution awarding the sale of the Bonds the City will covenant and obligate itself to be bound by the provisions of the Act, which provides for a guarantee by the State of Minnesota, acting through the PFA, of any deficiency of debt service payments on the Bonds.

(The remainder of this page is intentionally left blank.)

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember _____, and upon vote being taken thereon the following members voted in favor of the motion:

and the following voted against:

whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA)
)
CITY OF INVER GROVE HEIGHTS)

I, the undersigned, being the duly qualified and acting Administrator of the City of Inver Grove Heights, Minnesota, certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on Monday, August 9, 2010, with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes, insofar as they relate to the authorization of the execution of a Credit Enhancement Program Agreement with the Minnesota Public Facilities Authority.

WITNESS My hand as City Administrator and the corporate seal of the City this ____ day of _____, 2010.

City Administrator
City of Inver Grove Heights, Minnesota

(SEAL)

**MINNESOTA PUBLIC FACILITIES AUTHORITY
CREDIT ENHANCEMENT PROGRAM AGREEMENT**

This Credit Enhancement Program Agreement, dated as of _____, ("the Agreement"), is made between the Minnesota Public Facilities Authority (the "Authority") and City of Inver Grove Heights, Minnesota (the "Governmental Unit"), in order to comply with the requirements of Minnesota Statutes, Section 446A.086 (the "Act"). The Governmental Unit has passed a resolution dated August 9, 2010, (the "Resolution") authorizing the issuance of its \$6,900,000 General Obligation Sewer Revenue Bonds, Series 2010A (the "Bonds"), the proceeds of which will be used to provide funds for the construction of sanitary sewer extensions within portions of the City's sanitary sewer system. The Governmental Unit represents that the Resolution authorizes the Governmental Unit to enter into this Agreement and obligates the Governmental Unit to be bound by the provisions of the Act. The Governmental Unit and the Authority agree as follows:

Section 1. The Governmental Unit will deposit with Wells Fargo Corporate Trust Services (and any subsequent paying agent) (the "Paying Agent") three business days before the date on which each payment is due on the Bonds an amount sufficient to make that payment.

Section 2. The Governmental Unit will notify the Authority not less than 15 business days prior to the date a payment is due on the Bonds if the Governmental Unit will be unable to make all or a portion of the payment. Notification shall be provided by faxing and mailing a completed and executed Notification of Potential Default form to the Authority.

Section 3. The Governmental Unit will include a provision in its agreement with the Paying Agent for the Bonds that requires the Paying Agent to immediately inform the Minnesota Commissioner of Management and Budget, with a copy to the Authority, if the Paying Agent becomes aware of a default or potential default in the payment of principal or interest on the Bonds or if, on the day two business days before the date a payment is due on the Bonds, there are insufficient funds on deposit with the Paying Agent to make the payment. For purposes of this paragraph and the Act, funds invested in a refunding escrow account established under Minnesota Statutes, Section. 475.67 that are to become available to the Paying Agent on a principal or interest payment date are deemed to be on deposit with the Paying Agent three business days before the payment date.

Section 4. The provisions of this Agreement are binding with respect to the Bonds as long as the Bonds remain outstanding.

Section 5. According to its terms, the Act is a contract with bondholders and may not be amended or repealed for the covered bonds so long as the covered bonds are outstanding.

Section 6. The Governmental Unit agrees to provide the Authority with a copy of the final debt service schedule for the Bonds within 30 days of the closing date and an estimate of the interest savings that will be achieved by participation in the program.

Section 7. The Authority has reviewed the application of the Governmental Unit dated August 9, 2010, and, based solely upon the application, the opinion of bond counsel and the provisions of this Agreement, verifies that the Bonds are participating in the Credit Enhancement Program established pursuant to the Act, and that if the Governmental Unit is unable to make any portion of the payment on the Bonds on or before the date due, the State of Minnesota, acting through the Authority, shall make such payment in its place pursuant to the Act, providing that funds are available in the State General Fund. **The obligation to make a payment under the Act is not a general obligation of the State of Minnesota. The Act does not obligate the legislature to provide for the availability of funds in the General Fund for this purpose.**

Section 8. The Authority will provide to the Governmental Unit upon request, or to its duly authorized agent, any information which the State of Minnesota files with the Nationally Recognized Municipal Securities Information Repositories pursuant to the State's obligations under rule 15c2-12.

Section 9. The Governmental Unit agrees to notify the Authority if the Paying Agent is replaced by a subsequent paying agent and to provide to the Authority a certification by the subsequent paying agent in the form set forth for the original paying agent below.

IN WITNESS WHEREOF, the Authority and the Governmental Unit acknowledge their assent to this Agreement and agree to be bound by its terms and the terms of the Act through their signatures entered below.

**1. CITY OF INVER GROVE HEIGHTS,
MINNESOTA:**

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

2. PUBLIC FACILITIES AUTHORITY:

By (auth. signature): _____

Title: _____

Date: _____

3. COMMISSIONER OF ADMINISTRATION:

As delegated to _____

By (auth. signature): _____

Date: _____

PAYING AGENT CERTIFICATION

The undersigned Paying Agent for the bonds of the City of Inver Grove Heights , Minnesota in the original principal amount of \$ 6,900,000 referred to in the Agreement to which this certification is attached acknowledges, understands, and agrees to be bound by the procedures contained in Minnesota Statutes, Section 446A.086 and the Agreement which, in part, requires that the Paying Agent notify the Minnesota Commissioner of Management and Budget, with a copy to the Minnesota Public Facilities Authority if it becomes aware of a default or a potential default in the payment of principal or interest on those debt obligations, or if, on the day two business days prior to the date a payment is due on those debt obligations, there are insufficient funds to make the payment on deposit with the Paying Agent. Notification shall be provided by faxing and mailing a completed and executed Paying Agent Notification of Potential Default form to the Commissioner of Management and Budget and the Authority.

I, [name], do hereby certify that I am a [title] duly appointed and acting as such, of the Paying Agent, and am authorized to execute this Certificate on behalf of the Paying Agent.

By: _____
Signature - Paying Agent Authorized Representative

Date: _____

TO BE COMPLETED BY THE PAYING AGENT			
Name of Paying Agent			
Address		City	State Zip
Paying Agent Contact Person	Title	Telephone Number	Fax Number
Paying Agent's Name of Bank		Paying Agent's Bank Account Name	
Bank Association Number		Paying Agent Bank Account Number	
Paying Agent Federal Tax ID		State Tax ID	

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Third Reading of an Ordinance Amending Title 5 Chapter 8 Regarding Diseased Trees

Meeting Date: August 9, 2010
Item Type: Regular Agenda
Contact: Eric Carlson – 651.450.2587
Prepared by: Eric Carlson
Reviewed by: Eric Carlson – Parks & Recreation

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

The Council is asked to pass the third and final reading of an ordinance amendment which makes changes to the existing diseased tree ordinance and includes the Emerald Ash Borer (EAB) infestation as a disease that is included with dutch elm and oak wilt.

SUMMARY

The Emerald Ash Borer (EAB) is a beetle which will eventually destroy all ash trees in Inver Grove Heights. At this point EAB has not been officially detected in the City but has been located in St. Paul and other portions of Minnesota.

In preparation of the infestation, it is necessary for the City to amend our diseased tree ordinance to include EAB. The Council is asked to pass the third and final reading as proposed.

There have been no changes since made to the ordinance since the second reading.

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE TITLE 5,
CHAPTER 8 REGARDING DISEASED TREES**

The City Council of Inver Grove Heights does hereby ordain:

Section 1. Amendment. Title 5, Chapter 8 of the Inver Grove Heights City Code is hereby amended as follows:

**CHAPTER 8
DISEASED TREES**

5-8-1: POLICY AND PURPOSE:

The City Council has determined that the health of the elm trees within eCity limits is threatened by a fatal disease known as Dutch elm disease, ~~and~~ that oak trees are threatened by a disease known as oak wilt, and that ash trees are threatened by the Emerald ash borer. The eCouncil has further determined that the loss of such trees growing upon public and private property would substantially depreciate the value of property within the eCity, cause significant costs to the public for tree removal, and impair the safety, good order, general welfare and convenience of the public. It is declared to be the intention of the Council to control and prevent the spread of these diseases as well as infestation by these insects, and this eChapter is enacted for that purpose.

5-8-2: FORESTER:

The powers and duties of the forester, as set forth herein, are conferred upon the eCity forester. It is the duty of the forester to coordinate, under the direction and control of the eCouncil, all activities of the city relating to control and prevention of Dutch elm disease, ~~and oak wilt,~~ and Emerald ash borers. He shall recommend to the Council the details of a program for the control of Dutch elm disease, ~~and oak wilt,~~ and Emerald ash borers and perform the duties incident to such a program adopted by the eCouncil.

5-8-3: DUTCH ELM, AND OAK WILT, AND EMERALD ASH BORER DISEASE PROGRAM:

A. Intent: It is the intention of the eCity eCouncil to conduct a program of plant pest control pursuant to the authority granted by Minnesota sStatutes eChapter 18G. The program is specifically aimed at the control and elimination of the following:

1. Dutch elm disease fungus.

2. ~~†~~The elm bark beetles that carry † Dutch elm disease fungus,

3. ~~and~~ Oak wilt fungus.

4. Emerald ash borers.

B. State Statutes Adopted: Except as modified herein, the Council hereby adopts by reference Minnesota sStatutes eChapter 18G, and all amendments thereto, and the rules and regulations promulgated thereunder by the eCommissioner of aAgriculture.

C. Control Zones: By resolution, the Council shall establish control zones in the eCity within which the control and abatement procedures for Dutch elm disease, ~~and~~ oak wilt, and Emerald ash borers shall apply. Areas outside the established control zones shall not be subject to the control and abatement procedures herein set forth. The eCouncil may from time to time change the control zones.

5-8-4: NUISANCES DECLARED AND PROHIBITED:

A. Nuisances Declared: The following items are hereby declared to be public nuisances when found within the control zones between April 1 and September 15:

1. Any living or standing elm tree, or part thereof, infected to any degree with the Dutch elm disease fungus *Ceratocystis ulmi* (Buisman) Moreau.

2. Any elm tree or part thereof suffering from dieback or any other disease or harmful condition which, in the opinion of the City forester or his agents, renders that tree or any parts thereof possible breeding or harboring sites of the elm bark beetles *Scolytus multistriatus* (Eichh.) or *Hylurgopinus rufipes* (Marsh).

3. Any red oak tree or part thereof exhibiting wilting to any degree in July or August, this wilt caused by the oak wilt fungus *Ceratocystis fagacearum*. Red oak trees affected at other times and white oaks with root systems in contact with other trees of the same species are also hereby declared nuisances.

4. Any ash tree that is diseased with the Emerald ash borer that poses or threatens to pose a danger to person or property by reason of potentially falling or loss of tree limbs in the opinion of the City forester or the City forester's designee or is otherwise subject to a directive for removal from the Minnesota Department of Agriculture or other state agency.

4.5. Elm trees or oak trees or parts thereof as described in subsections A1, A2 ~~and~~ A3 through A4 of this section hereby shall be termed hazardous trees and portions.

5. 6. Any dead elm tree, standing or fallen, or part thereof, including logs, branches, stumps, firewood or other elm material from which the bark has not been completely removed. Red oak wood not covered by a plastic tarpaulin during May and June is also hereby declared a public nuisance. Any dead ash tree, standing or fallen, or part thereof, including logs,

branches, stumps, firewood or other ash material that is not handled consistent with guidelines issued by the Minnesota Department of Agriculture or other state agency, as amended from time to time. Such nuisances are hereby termed hazardous wood.

- B. Prohibited; Abatement Required: It is unlawful for any person to cause or permit any public nuisance as defined in subsection A of this section to remain on any premises owned or controlled by him within the disease control zones between April 1 and September 15. Such nuisances may be abated in the manner herein set forth.

5-8-5: INSPECTIONS AND INVESTIGATIONS:

- A. Annual Inspection: The forester shall inspect all premises and places within the established control zones as often as practical to determine whether any condition described in subsection 5-8-4A of this eChapter exists. ~~He~~ The City forester shall investigate all reported incidents of infestations of Dutch elm disease, oak wilt, and the elm bark beetles, and Emerald ash borers.
- B. Entry Powers: The forester or duly authorized agents may enter upon any private place premises as defined in Minnesota statutes section 18G.13, at any reasonable time for the purpose of carrying out any of the duties assigned under this eChapter. Before making any inspection of any on private place property, it shall be the duty of the City forester to give notice of said inspection to all affected residents and property owners either through an individual oral or written notice, or by publishing said notice in a local newspaper.

5-8-6: ABATEMENT PROCEDURE:

- A. Methods Of Abatement: In abating the nuisances of hazardous trees and portions and hazardous wood, the landowner shall, and upon his failure to do so, the forester may, cause the infected tree or wood to be sprayed, removed, burned, disposed of or otherwise effectively treated so as to destroy and prevent as fully as possible the spread of the Dutch elm disease fungus, the oak wilt fungus, and/or the elm bark beetles and/or Emerald ash borers. Such abatement procedures shall be carried out in accordance with current technical and expert opinions and plans as may be designated by the eCommissioner of aAgriculture and shall be termed proper disposal.
- B. Abatement In Control Zones: When the forester finds with reasonable certainty that the Dutch elm disease fungus, the oak wilt fungus, or elm bark beetles, or Emerald ash borers exist in any tree or wood in the control zones, the procedure shall be as follows:
1. Notice To Abate: For hazardous wood or hazardous trees and portions found on private property, the property owner shall be given no more than fourteen (14) days for proper disposal from the date of notification. Within said fourteen (14) days, the property owner shall complete proper disposal of the nuisance. Notification shall be given in writing and shall be made either by personal service on the landowners and occupants or by mailing the written notice to them. If service is by mail, the owners shall be those shown on the records of the county treasurer. Notice shall be complete upon mailing.

2. Failure To Abate; Abatement By City; Costs: Failure to abate the nuisance (or properly dispose of the hazardous wood or hazardous trees and portions) by the property owner within the time limit stated shall authorize the eCity forester to have the nuisance abated. The eCity may then charge all costs of abatement to the property owner and bill him directly. If the landowner does not pay the bill, the monies due may be assessed. Failure by the property owner to abate the nuisance within the time specified above is a violation of this eChapter and shall be punishable as a misdemeanor. Further, the eCity may enforce this eChapter by injunction or by any other legal remedy.
3. Record Of Costs: The forester shall keep a record of the costs of abatements done under this section and shall report monthly to the finance department and clerk all work done for which billings and assessments are to be made stating and certifying the description of the land, lots, and parcels involved and the amount chargeable to each.
4. Assessment Of Costs: On or before ~~July 15~~ September 1 of each year, the clerk and finance department shall list the total unpaid charges for each abatement against each separate lot or parcel to which they are attributable under this eChapter. The eCouncil may then spread the charges or any portion thereof against the property involved as a special assessment under Minnesota statutes section 429.101 and other pertinent statutes for certification to the county auditor and collection the following year along with current taxes.

C. Payment Of Abatement Costs: The payment of monies owed to the eCity for the abatement of nuisances (as described in subsection 5-8-4A of this eChapter) from private property shall be handled in the following manner:

1. All expenses shall be kept by the eCity forester and submitted to the finance department and clerk. Individual bills shall be sent to the property owner stating the work done and the amount owed.
2. Payment shall be due on the entire amount owed within thirty (30) calendar days from the date of the bill.
3. After the passage of the original thirty (30) days, the eCity may assess the remaining amount due pursuant to Minnesota statutes sections 429.101, and 18G.13 and 18G.16, subdivision 11.

5-8-7: STORAGE OF ELM WOOD PROHIBITED:

Between April 1 and September 15, it shall be unlawful for any person to store within established control zones any bark bearing elm wood.

5-8-8: STORAGE OF ASH WOOD PROHIBITED:

Between April 1 and September 15, it shall be unlawful for any person to store within established control zones any bark bearing ash wood.

5-8-85-8-9: INTERFERENCE WITH CITY OFFICIALS PROHIBITED:

It is unlawful for any person to prevent, delay or interfere with the forester or his agents while they are engaged in the performance of duties imposed by this eChapter.

5-8-95-8-10: PROHIBITED CONDUCT; PENALTY:

It is unlawful for any person to engage in an act or in the behavior prohibited by this eChapter. Violation of any provision of this eChapter is a misdemeanor and may be punished as provided in Title 1, eChapter 4 of this code.

Section 2. Effective Date. This Ordinance shall be effective from and after its passage and the publication of the ordinance according to law.

Passed this _____ day of _____, 2010.

Mayor George Tourville

Attest

Melissa Rheume
Deputy City Clerk