

INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, OCTOBER 25, 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 – October 11, 2010 Regular Council Meeting _____
 - B. Resolution Approving Disbursements for Period Ending October 20, 2010 _____
 - C. Approve Certification of Delinquent Utility Bills _____
 - D. Pay Voucher No. 1 for City Project No. 2010-09C, Blaine Avenue Mill and Overlay _____
 - E. Pay Voucher No. 5 for City Project No. 2009-29 – Well No. 9, Phase 2 _____
 - F. Pay Voucher No. 5 for City Project No. 2010-09D, South Grove Urban Street Reconstruction – Area 5 _____
 - G. Resolution Approving Amended Agreements dated October 25, 2010 for Sanitary Sewer to serve Praxair, Inc. from Clark Road _____
 - H. Final Compensating Change Order No. 1, Final Pay Voucher No. 1, Engineer’s Final Report and Resolution Accepting Work for City Project No. 2010-14, 2010 Storm Water Facility Maintenance Program – Zone 2 _____
 - I. Resolution Approving Special Assessment Deferral for City Project No. 2009-09D, South Grove Street Reconstruction Area 4 _____
 - J. Dakota County’s 2011-2015 Capital Improvement Program _____
 - K. Resolution Accepting the Proposal of Braun Intertec for Geotechnical Testing Services for the 2011 Pavement Management Program on Inver Grove Trail from River Heights Way to Cahill Avenue, 90th Street East, 90th Court East, 100th Street East, Cloman Path and Conrad Avenue _____
 - L. Resolution Ordering the Preparation of a Feasibility Report for Storm Water Treatment Pond at 78th Street East and Concord Boulevard _____
 - M. Approve Request of the Inver Grove Heights Fire Department Relief Association to Raise the Retirement Benefit Level _____

N. Resolution Approving the Dakota County 2010 Community Funding Application for Waste Abatement Activities _____

O. Accept Donation to Inver Grove Heights Fire Department from Harold Michie _____

P. Approve 30-Day Suspension of Fire Fighter _____

Q. Approve Individual Massage Therapist License – Jessica Lee Hogan _____

R. Schedule Special Council Meeting on November 5, 2010 to Canvass Results of General Election _____

S. Personnel Actions _____

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

6. **PUBLIC HEARINGS:**

A. **CITY OF INVER GROVE HEIGHTS;** Consider Application of Edward Carlson dba Eddy’s Bar & Grill for an On-Sale/Sunday Intoxicating Liquor License for premises located at 6537 Concord Blvd. _____

7. **REGULAR AGENDA:**

COMMUNITY DEVELOPMENT:

A. **CITY OF INVER GROVE HEIGHTS;** Consider the Second Reading of an Ordinance regulating Outdoor Wood Burners/Boilers _____

B. **CITY OF INVER GROVE HEIGHTS;** Consider Third Reading of an Ordinance Establishing Minimum Requirements for the Regulation of Subsurface Sewage Treatment Systems and a Resolution adopting for Publication a Summary of the Ordinance _____

C. **CITY OF INVER GROVE HEIGHTS;** Consider the following ordinance amendments:

i) The first reading of an Ordinance regulating certain materials located in setback areas _____

ii) The first reading of an Ordinance relating to driveways and permits and establishing City Code Title 10-5-2-D, regulating materials located in setback areas _____

ADMINISTRATION:

D. **CITY OF INVER GROVE HEIGHTS;** Consider Resolution Approving Application to become a Yellow Ribbon Community in Dakota County _____

E. **CITY OF INVER GROVE HEIGHTS;** Consider Change Order No. 15 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation Project _____

F. **CITY OF INVER GROVE HEIGHTS;** Consider Construction Change Directive No. 7 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation Project _____

8. **MAYOR AND COUNCIL COMMENTS**

9. **ADJOURN**

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: October 25, 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 October 7, 2010 to October 21, 2010.

SUMMARY

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

General & Special Reveune	\$310,712.31
Debt Service & Capital Projects	795,850.71
Enterprise & Internal Service	384,286.81
Escrows	<u>49,316.60</u>
Grand Total for All Funds	<u><u>\$1,540,166.43</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 October 7, 2010 to October 21, 2010 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

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

WHEREAS, a list of disbursements for the period ending October 21, 2010 was presented to the City Council for approval;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS: that payment of the list of disbursements of the following funds is approved:

General & Special Reveune	\$310,712.31
Debt Service & Capital Projects	795,850.71
Enterprise & Internal Service	384,286.81
Escrows	49,316.60
Grand Total for All Funds	<u><u>\$1,540,166.43</u></u>

Adopted by the City Council of Inver Grove Heights this 25th day of October, 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
10/07/2010	102829	IGH FIRE RELIEF ASSN	FIRE AID	101-4200-423.20-50		10/2010	121,119.00
						* Total	121,119.00
10/11/2010	102832	OLD WORLD PIZZA	council session	101-1000-413.50-75		10/2010	81.86
						* Total	81.86
10/13/2010	102834	ACE PAINT & HARDWARE	504342	101-5200-443.60-16		10/2010	12.81
						* Total	12.81
10/13/2010	102836	ARM OF MINNESOTA	attendee; nick hahn	101-5100-442.50-80		10/2010	150.00
						* Total	150.00
10/13/2010	102840	C & H SPORT SURFACES IN	114	101-6000-451.40-47		10/2010	1,600.00
			116	101-6000-451.40-47		10/2010	8,900.00
			117	101-6000-451.40-47		10/2010	2,500.00
						* Total	13,000.00
10/13/2010	102842	CEMSTONE PRODUCTS COMPA	1234505	101-5200-443.60-16		10/2010	212.90
						* Total	212.90
10/13/2010	102850	CRAWFORD DOOR SALES COM	126365	101-4200-423.40-40		10/2010	115.00
						* Total	115.00
10/13/2010	102852	CRESCENT ELECTRIC SUPPL	024192871	101-6000-451.60-16		10/2010	17.30
						* Total	17.30
10/13/2010	102853	CULLIGAN	acct 157984591006	101-4200-423.60-65		10/2010	5.30
						* Total	5.30
10/13/2010	102857	DAKOTA CTY SOIL & WATER	2046	101-5000-441.50-75		10/2010	20.82
						* Total	20.82
10/13/2010	102858	DAKOTA CTY TECH COLLEGE	79553	101-6000-451.50-80		10/2010	571.44
						* Total	571.44
10/13/2010	102861	DAKOTA ELECTRIC ASSN	acct 393563 2	101-6000-451.40-20		10/2010	310.80
						* Total	310.80
10/13/2010	102862	DAKOTA ELECTRIC ASSN	acct 2501658	101-6000-451.40-20		10/2010	622.80
						* Total	622.80
10/13/2010	102863	DAKOTA ELECTRIC ASSN	acct 2468379	101-6000-451.40-20		10/2010	1,133.30
						* Total	1,133.30
10/13/2010	102864	DAKOTA ELECTRIC ASSN	acct 4430542	101-6000-451.40-20		10/2010	10.94
						* Total	10.94
10/13/2010	102866	DELGADO, ANGIE	mileage - software demo	101-2000-415.50-65		10/2010	23.50
						* Total	23.50
10/13/2010	102867	DIAMOND VOGEL PAINT	807046204	101-5200-443.60-16		10/2010	192.40
						* Total	192.40

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
10/13/2010	102871	EARL F ANDERSEN INC	92960 93005	101-5200-443.60-16 101-5200-443.60-16		10/2010 10/2010 * Total	285.89 144.28 430.17
10/13/2010	102876	FRATTALONE COMPANIES IN	1009008	101-5200-443.60-16		10/2010 * Total	12.00 12.00
10/13/2010	102877	G & K SERVICES	1182615435 1182615435	101-5200-443.60-45 101-6000-451.60-45		10/2010 10/2010 * Total	16.89 63.39 80.28
10/13/2010	102882	GOODPOINTE TECHNOLOGIES	1381	101-6000-451.30-70		10/2010 * Total	2,775.00 2,775.00
10/13/2010	102883	GOVERNMENT FINANCE OFFI	2652385	101-2000-415.50-80		10/2010 * Total	135.00 135.00
10/13/2010	102886	HANCE UTILITY SERVICES	17083	101-6000-451.30-70		10/2010 * Total	110.00 110.00
10/13/2010	102887	HARRIS COMPUTER SYSTEMS	attende; deb pawlenty	101-3300-419.50-80		10/2010 * Total	1,200.00 1,200.00
10/13/2010	102891	INVER GROVE FORD	rental	101-4000-421.70-30		10/2010 * Total	266.88 266.88
10/13/2010	102892	J-C PRESS	100357	101-1100-413.50-32		10/2010 * Total	3,257.00 3,257.00
10/13/2010	102894	KAPOSIA TREE SERVICE	STORM DAMAGE	101-5200-443.40-46		10/2010 * Total	1,602.75 1,602.75
10/13/2010	102897	KLASEN, LOIS	parking - training meal - training	101-4000-421.50-65 101-4000-421.50-75		10/2010 10/2010 * Total	4.00 10.46 14.46
10/13/2010	102899	KTEE SAFETY GEAR INC	854	101-5200-443.60-45		10/2010 * Total	255.40 255.40
10/13/2010	102903	MACQUEEN EQUIPMENT INC	210557	101-5200-443.40-46		10/2010 * Total	193.54 193.54
10/13/2010	102908	MINNEAPOLIS OXYGEN CO.	RI09100433	101-4200-423.30-70		10/2010 * Total	14.11 14.11
10/13/2010	102909	MN DNR - OMB	204967	101-5200-443.40-66		10/2010 * Total	150.00 150.00
10/13/2010	102911	MSFCA	REGISTRATION	101-4200-423.50-80		10/2010 * Total	655.00 655.00
10/13/2010	102914	NATURE CALLS, INC.	14814	101-6000-451.40-65		10/2010 * Total	280.60 280.60

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
10/13/2010	102915	NEEDELS SUPPLY INC	157416	101-4200-423.40-40		10/2010	232.24
						* Total	232.24
10/13/2010	102916	NEWMAN SIGNS INC	0227049	101-5200-443.60-16		10/2010	707.18
						* Total	707.18
10/13/2010	102917	NFPA	4980392Y	101-4200-423.60-06		10/2010	1,637.01
						* Total	1,637.01
10/13/2010	102918	NIEDZIELSKI, PATRICIA	EXPENSE REPORT	101-4000-421.60-45		10/2010	588.25
						* Total	588.25
10/13/2010	102923	PARRANTO, JUSTIN	uniform/equipment replce	101-4000-421.60-45		10/2010	194.30
						* Total	194.30
10/13/2010	102924	PEARL VALLEY ORGANIX, I	52480	101-6000-451.60-30		10/2010	4,049.76
			52481	101-6000-451.60-30		10/2010	4,006.08
						* Total	8,055.84
10/13/2010	102927	PINE BEND PAVING, INC.	48481	101-6000-451.40-47		10/2010	6,400.00
						* Total	6,400.00
10/13/2010	102932	PRESTIGE ELECTRIC, INC.	84969	101-4200-423.40-40		10/2010	200.00
						* Total	200.00
10/13/2010	102934	QWEST	acct 6514577671	101-6000-451.50-20		10/2010	41.56
						* Total	41.56
10/13/2010	102935	QWEST	acct 6514577674	101-6000-451.50-20		10/2010	41.56
						* Total	41.56
10/13/2010	102939	ROBOTRONICS INC	45506	101-4200-423.60-40		10/2010	4,750.00
						* Total	4,750.00
10/13/2010	102941	S & T OFFICE PRODUCTS	1334	101-3200-419.60-10		10/2010	34.63
			1335	101-1100-413.60-65		10/2010	24.85
			1337	101-5000-441.60-10		10/2010	89.96
			1339	101-1100-413.60-70		10/2010	139.64
						* Total	289.08
10/13/2010	102942	SA-AG INC	68449	101-5200-443.60-16		10/2010	962.31
						* Total	962.31
10/13/2010	102947	SHERWIN-WILLIAMS	42084	101-5200-443.60-16		10/2010	101.96
						* Total	101.96
10/13/2010	102948	SLOAN, PATRICK	bullet proof vest	101-4000-421.60-45		10/2010	548.75
						* Total	548.75
10/13/2010	102949	SOLBERG AGGREGATE CO	5211	101-5200-443.60-16		10/2010	427.67
			5260	101-5200-443.60-16		10/2010	904.65
			5291	101-5200-443.60-16		10/2010	766.90
						* Total	2,099.22

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
10/13/2010	102951	SOUTH ST PAUL ANIMAL HO	AUG/SEPT	101-4000-421.70-50		10/2010	463.88
						* Total	463.88
10/13/2010	102953	ST. CROIX TREE SERVICE,	60931	101-6000-451.30-70		10/2010	320.63
						* Total	320.63
10/13/2010	102954	STATE OF MN - CRIMINAL	cust 12981	101-4000-421.40-44		10/2010	390.00
						* Total	390.00
10/13/2010	102955	STREICHER'S	I7776762	101-4000-421.60-18		10/2010	2,489.65
						* Total	2,489.65
10/13/2010	102959	SYLVA CORPORATION	25572	101-6000-451.60-16		10/2010	1,760.77
						* Total	1,760.77
10/13/2010	102960	TEPPEN, JENELLE	table skirt	101-1000-413.60-40		10/2010	81.45
						* Total	81.45
10/13/2010	102968	U OF M - CCE REGISTRATI	attendee; mike edwards	101-5100-442.50-80		10/2010	215.00
						* Total	215.00
10/13/2010	102969	U OF M - CCE REGISTRATI	attendee; steve dodge	101-5100-442.50-80		10/2010	250.00
						* Total	250.00
10/13/2010	102970	UNITED RENTALS (NORTH A	89767971	101-6000-451.40-47		10/2010	727.37
						* Total	727.37
10/13/2010	102972	USA MOBILITY WIRELESS I	acct 03174091	101-4000-421.50-20		10/2010	26.56
						* Total	26.56
10/13/2010	102975	VERONA SAFETY SUPPLY, I	73570	101-5200-443.60-45		10/2010	100.44
						* Total	100.44
10/13/2010	102976	VIKING PAINTS, INC.	34080	101-6000-451.60-16		10/2010	569.12
						* Total	569.12
10/13/2010	102977	WAKOTA MUTUAL FIREMANS	2010 DUES	101-4200-423.50-70		10/2010	50.00
						* Total	50.00
10/18/2010	102981	BARSNESS, KIRSTIN	august 30 workshop	101-3000-419.30-70		10/2010	825.00
						* Total	825.00
10/21/2010	102982	ACE PAINT & HARDWARE	504213	101-4200-423.60-40		10/2010	8.72
			504386	101-4200-423.60-40		10/2010	14.05
						* Total	22.77
10/21/2010	102983	AFSCME COUNCIL 5	10/2 - 10/15	101-0000-203.10-00		10/2010	882.78
						* Total	882.78
10/21/2010	102990	ASPEN MILLS	100947	101-4200-423.60-45		10/2010	49.95
						* Total	49.95
10/21/2010	102992	BARNA, GUZY, & STEFFEN	73411	101-1100-413.30-50		10/2010	536.50

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	536.50
10/21/2010	102994	BILLMEYER, JESSICA	vest	101-4000-421.60-45		10/2010	573.25
						* Total	573.25
10/21/2010	102995	BITUMINOUS ROADWAYS, IN	17638	101-5200-443.60-16		10/2010	7,810.17
						* Total	7,810.17
10/21/2010	102999	BRANDT, BRIAN	poks & brushes	101-4200-423.60-40		10/2010	51.92
						* Total	51.92
10/21/2010	103003	C.J. SPRAY, INC.	561848	101-5200-443.60-16		10/2010	64.13
						* Total	64.13
10/21/2010	103004	CARDIAC SCIENCE, INC.	1327439	101-4000-421.60-65		10/2010	171.40
						* Total	171.40
10/21/2010	103008	CITY OF SAINT PAUL	115939	101-5200-443.60-16		10/2010	783.27
						* Total	783.27
10/21/2010	103012	CORNIEA, RYAN	uniforms for reserve	101-4000-421.60-45		10/2010	110.73
						* Total	110.73
10/21/2010	103014	DAKOTA CTY PROPERTY REC	SEPT	101-1100-413.50-25		10/2010	546.00
						* Total	546.00
10/21/2010	103015	DAKOTA CTY PROPERTY REC	august 2010	101-2000-415.30-70		10/2010	2.80
			august 2010	101-4000-421.30-70		10/2010	9.36
			august 2010	101-5100-442.30-70		10/2010	53.44
						* Total	65.60
10/21/2010	103016	DAKOTA CTY TECH COLLEGE	SEPT 2010	101-4000-421.50-80		10/2010	210.00
						* Total	210.00
10/21/2010	103018	DAKOTA ELECTRIC ASSN	acct 4267134	101-5400-445.40-20		10/2010	34.78
						* Total	34.78
10/21/2010	103019	DAKOTA ELECTRIC ASSN	acct 4612214	101-5400-445.40-20		10/2010	92.18
						* Total	92.18
10/21/2010	103020	DAKOTA ELECTRIC ASSN	acct 1093947	101-5400-445.40-20		10/2010	1,163.60
						* Total	1,163.60
10/21/2010	103022	DIAMOND VOGEL PAINT	101351150	101-5200-443.60-16		10/2010	1,966.50
						* Total	1,966.50
10/21/2010	103023	DLT SOLUTIONS INC	SI130735	101-5100-442.40-44		10/2010	3,405.87
						* Total	3,405.87
10/21/2010	103027	G & K SERVICES	1182626399	101-5200-443.60-45		10/2010	16.89
			1182626399	101-6000-451.60-45		10/2010	25.48
						* Total	42.37

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
10/21/2010	103031	GERTENS	212011	101-5200-443.60-16		10/2010	48.00
			212048	101-5200-443.60-16		10/2010	36.00
			212069	101-5200-443.60-16		10/2010	36.00
						* Total	120.00
10/21/2010	103038	HENNING FIRE PROTECTION	984454	101-4000-421.60-65		10/2010	75.00
						* Total	75.00
10/21/2010	103040	HOPPE, CANDICE	damaged mailbox	101-5200-443.60-16		10/2010	75.00
						* Total	75.00
10/21/2010	103043	INFINITY WIRELESS	28458	101-4200-423.60-40		10/2010	5,255.58
						* Total	5,255.58
10/21/2010	103049	KAPOSIA TREE SERVICE	4800 BRENT	101-5200-443.40-46		10/2010	1,015.31
						* Total	1,015.31
10/21/2010	103055	LANGUAGE LINE SERVICES	2614513	101-4000-421.50-20		10/2010	44.72
						* Total	44.72
10/21/2010	103056	LANOUE, ANN	mileage - mngfoa meeting	101-2000-415.50-65		10/2010	19.50
			fee - mngfoa meeting	101-2000-415.50-75		10/2010	15.00
						* Total	34.50
10/21/2010	103059	LEVANDER, GILLEN & MILL	client 81000e	101-1000-413.30-40		10/2010	120.00
			client 81000e	101-1000-413.30-42		10/2010	5,531.54
			client 81000e	101-3200-419.30-42		10/2010	4,962.15
			client 81000e	101-3300-419.30-42		10/2010	3,395.99
			client 81000e	101-4000-421.30-42		10/2010	24.00
			client 81000e	101-4200-423.30-42		10/2010	336.00
			client 81000e	101-5000-441.30-42		10/2010	1,140.46
			client 81000e	101-5100-442.30-42		10/2010	1,776.90
						* Total	17,287.04
10/21/2010	103060	LEVANDER, GILLEN & MILL	client 92000e	101-4000-421.30-41		10/2010	11,638.84
						* Total	11,638.84
10/21/2010	103062	LINK, THOMAS	mileage	101-3000-419.50-65		10/2010	171.00
			conference	101-3000-419.50-80		10/2010	461.92
						* Total	632.92
10/21/2010	103067	MENARDS - WEST ST. PAUL	99835	101-5200-443.60-16		10/2010	9.61
						* Total	9.61
10/21/2010	103069	METROPOLITAN COUNCIL EN	SEPTEMBER	101-0000-341.40-00		10/2010	462.00-
						* Total	462.00-
10/21/2010	103070	MILL CITY SIGN	OPEN HOUSE	101-4200-423.30-70		10/2010	235.13
						* Total	235.13
10/21/2010	103071	MINNEAPOLIS OXYGEN CO.	acct 113505	101-4200-423.40-42		10/2010	114.19
			acct 113504	101-4200-423.30-70		10/2010	21.16
			991073	101-4000-421.60-65		10/2010	111.21

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	246.56
10/21/2010	103072	MN GLOVE & SAFETY, INC.	245313	101-5200-443.60-45		10/2010	47.67
			245314	101-5200-443.60-45		10/2010	34.04
						* Total	81.71
10/21/2010	103080	NEXTEL COMMUNICATIONS	acct 634573312	101-3300-419.50-20		10/2010	197.42
						* Total	197.42
10/21/2010	103087	OLSON, GREG	vest	101-4000-421.60-45		10/2010	548.75
						* Total	548.75
10/21/2010	103088	OSWALD, SCOTT	mileage - training	101-4200-423.50-65		10/2010	19.00
			meals- training	101-4200-423.50-75		10/2010	7.80
						* Total	26.80
10/21/2010	103090	PARROW, JOSHUA	books-training	101-4200-423.60-18		10/2010	114.75
						* Total	114.75
10/21/2010	103091	PETTY CASH	ice & pop	101-1000-413.50-75		10/2010	11.63
			mn gfoa meeting	101-2000-415.50-70		10/2010	15.00
			hex wrench	101-3300-419.60-40		10/2010	15.23
			cdl tanker endorsement	101-5200-443.50-70		10/2010	16.00
						* Total	57.86
10/21/2010	103094	RADIOSHACK CORPORATION	acct 0115010022532	101-4000-421.60-65		10/2010	48.50
						* Total	48.50
10/21/2010	103095	REGINA MEDICAL CENTER	103120/103101	101-4000-421.30-70		10/2010	166.00
						* Total	166.00
10/21/2010	103100	SCHADEGG, JEFFREY	food	101-4200-423.50-75		10/2010	51.73
						* Total	51.73
10/21/2010	103105	SOUTH METRO SPORTS	STREET	101-5200-443.60-45		10/2010	446.00
						* Total	446.00
10/21/2010	103107	STEENBERG, LUKE	dcso training	101-4200-423.50-65		10/2010	19.00
						* Total	19.00
10/21/2010	103111	TDS METROCOM	acct 6514502500	101-4000-421.50-20		10/2010	130.27
			acct 6514502500	101-4200-423.50-20		10/2010	156.09
			acct 6514502500	101-6000-451.50-20		10/2010	34.84
						* Total	321.20
10/21/2010	103113	TEPPEN, JENELLE	ais viewer	101-1100-413.50-75		10/2010	75.00
						* Total	75.00
10/21/2010	103116	TIMESAVER OFF SITE SECR	SEPT	101-1100-413.30-70		10/2010	591.13
						* Total	591.13
10/21/2010	103117	TOTAL CONSTRUCTION & EQ	47778	101-5400-445.40-20		10/2010	849.48
			47779	101-5400-445.40-42		10/2010	1,169.10

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	2,018.58
10/21/2010	103118	TOTAL REPAIR, INC.	22723	101-5200-443.40-66		10/2010	1,780.00
			22724	101-5200-443.40-46		10/2010	4,058.00
			22725	101-5200-443.40-66		10/2010	1,235.00
			22726	101-5200-443.40-66		10/2010	2,480.00
						* Total	9,553.00
10/21/2010	103121	TRANS UNION LLC	09019873	101-1100-413.30-50		10/2010	62.00
						* Total	62.00
10/21/2010	103123	U OF M - CCE REGISTRATI	attendee; dodge/kaldunski	101-5100-442.50-80		10/2010	668.00
						* Total	668.00
10/21/2010	103124	U OF M - CCE REGISTRATI	attendee; dodge/edwards	101-5100-442.50-80		10/2010	620.00
						* Total	620.00
10/21/2010	103126	UNITED WAY	10/2 - 10/15	101-0000-203.13-00		10/2010	178.00
						* Total	178.00
10/21/2010	103128	US POSTMASTER	ADMIN MAILING	101-1100-413.50-32		10/2010	2,022.45
						* Total	2,022.45
10/21/2010	103130	VERIZON WIRELESS	acct 580565481	101-5100-442.50-20		10/2010	229.94
						* Total	229.94
10/21/2010	103132	XCEL ENERGY	acct 5188494737	101-5400-445.40-20		10/2010	80.67
						* Total	80.67
10/21/2010	103133	XCEL ENERGY	acct 5164318574	101-4200-423.40-10		10/2010	145.04
			acct 5164318574	101-4200-423.40-20		10/2010	1,311.76
						* Total	1,456.80
10/21/2010	103135	XCEL ENERGY	acct 5164351291	101-5400-445.40-20		10/2010	130.03
						* Total	130.03
10/21/2010	103138	ZIEGLER INC	H8101601	101-5200-443.40-50		10/2010	1,920.05
						* Total	1,920.05
10/21/2010	103139	ZOYA, KENT	photos/frames	101-4200-423.60-10		10/2010	58.52
						* Total	58.52
				125 Checks	** Fund Total		260,687.36
10/13/2010	102835	APPLEBEE'S	10 - \$25 gift cards	201-1600-465.50-25		10/2010	250.00
						* Total	250.00
10/21/2010	102993	BENGTSON, NICOLE	EXPENSE REPORT	201-1600-465.50-65		10/2010	95.34
			EXPENSE REPORT	201-1600-465.60-65		10/2010	33.73
						* Total	129.07
10/21/2010	103065	MACVB	2010/2011 dues	201-1600-465.50-70		10/2010	355.00
						* Total	355.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
10/21/2010	103098	RIVER HEIGHTS CHAMBER O	636	201-1600-465.30-70		10/2010	1,592.50
			636	201-1600-465.40-65		10/2010	200.00
			678	201-1600-465.40-65		10/2010	100.00
			678	201-1600-465.50-35		10/2010	343.18
						* Total	2,235.68
				4 Checks	** Fund Total		2,969.75
10/21/2010	103000	BRAUN INTERTEC CORPORAT	325546	402-6000-451.30-70		10/2010	1,623.00
						* Total	1,623.00
10/21/2010	103074	MN POLLUTION CONTROL AG	project id 3870	402-6000-451.30-70		10/2010	75.00
						* Total	75.00
10/21/2010	103075	MN POLLUTION CONTROL AG	project id 3870	402-6000-451.30-70		10/2010	675.00
						* Total	675.00
				3 Checks	** Fund Total		2,373.00
10/21/2010	103069	METROPOLITAN COUNCIL EN	SEPTEMBER	404-0000-217.00-00		10/2010	46,200.00
						* Total	46,200.00
				1 Checks	** Fund Total		46,200.00
10/21/2010	103036	HANCE UTILITY SERVICES	17038	421-5913-721.70-60	0113	10/2010	75.00
						* Total	75.00
				1 Checks	** Fund Total		75.00
10/21/2010	103059	LEVANDER, GILLEN & MILL	client 81000e	423-5903-723.30-42	0303	10/2010	42.50
						* Total	42.50
				1 Checks	** Fund Total		42.50
10/13/2010	102872	EMMONS & OLIVIER RESOUR	95002317	425-5907-725.30-70	0507	10/2010	638.22
						* Total	638.22
10/21/2010	103059	LEVANDER, GILLEN & MILL	client 81000e	425-5922-725.30-42	0522	10/2010	432.00
						* Total	432.00
				2 Checks	** Fund Total		1,070.22
10/13/2010	102922	PARAMETERS LTD	37217	428-5918-728.80-50	0818	10/2010	24,912.19
						* Total	24,912.19
10/21/2010	102996	BKV GROUP, INC.	27361	428-5918-728.30-20	0818	10/2010	6,268.65
			27362	428-5918-728.30-20	0818	10/2010	2,450.00
						* Total	8,718.65
10/21/2010	103044	INSPEC INC	2113795	428-5918-728.70-60	0818	10/2010	269.60
						* Total	269.60
10/21/2010	103052	KRECH, O'BRIEN, MUELLER	815301	428-5918-728.30-70	0818	10/2010	14,006.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	14,006.00
10/21/2010	103059	LEVANDER, GILLEN & MILL	client 81000e	428-5911-728.30-42	0811	10/2010	94.50
						* Total	94.50
				5 Checks	** Fund Total		48,000.94
10/13/2010	102878	G & M TREE MOVING INC	548	429-5929-729.80-30	0929	10/2010	1,200.00
						* Total	1,200.00
10/21/2010	102987	AMERICAN ENGINEERING TE	48341	429-5929-729.30-34	0929	10/2010	265.30
						* Total	265.30
10/21/2010	102997	BONESTROO, ROSENE, ANDE	182093	429-5929-729.30-30	0929	10/2010	7,802.51
						* Total	7,802.51
10/21/2010	103030	GERTEN'S LANDSCAPING	9311	429-5929-729.80-30	0929	10/2010	1,154.15
						* Total	1,154.15
10/21/2010	103059	LEVANDER, GILLEN & MILL	client 81000e	429-5929-729.30-42	0929	10/2010	34.00
						* Total	34.00
10/21/2010	103102	SHORT ELLIOTT HENDRICKS	236063	429-5924-729.30-70	0924	10/2010	10,890.31
						* Total	10,890.31
10/21/2010	103140	BURSCHVILLE CONSTRUCTIO	well #9	429-5929-729.80-30	0929	10/2010	101,907.40
						* Total	101,907.40
				7 Checks	** Fund Total		123,253.67
10/21/2010	102987	AMERICAN ENGINEERING TE	48943	430-5912-730.30-34	1012	10/2010	1,789.60
						* Total	1,789.60
10/21/2010	103051	KIMLEY-HORN & ASSOCIATE	4257107	430-5922-730.30-30	1022	10/2010	4,057.21
						* Total	4,057.21
10/21/2010	103101	SCHERFF INC	storm water zone 2	430-5914-730.40-66	1014	10/2010	43,904.60
						* Total	43,904.60
10/21/2010	103110	STREET FLEET	262710	430-5918-730.40-66	1018	10/2010	102.85
						* Total	102.85
10/21/2010	103118	TOTAL REPAIR, INC.	22708	430-5913-730.40-66	1013	10/2010	2,558.00
						* Total	2,558.00
				5 Checks	** Fund Total		52,412.26
10/07/2010	102830	ROLLING MEADOWS COOPERA	refund-special assessment	440-0000-370.30-00	0909D	10/2010	52,000.00
						* Total	52,000.00
10/21/2010	102987	AMERICAN ENGINEERING TE	48942	440-5900-740.30-34	1009D	10/2010	6,611.50
						* Total	6,611.50

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
10/21/2010	103032	GOODPOINTE TECHNOLOGIES	1367	440-5900-740.30-70		10/2010	5,750.00
			1380	440-5900-740.30-70		10/2010	6,210.00
						* Total	11,960.00
10/21/2010	103059	LEVANDER, GILLEN & MILL	client 81000e	440-5900-740.30-42	1009C	10/2010	2,634.37
						* Total	2,634.37
10/21/2010	103081	NORTHWEST ASPHALT, INC.	blaine mill & overlay	440-5900-740.80-30	1009C	10/2010	117,289.11
						* Total	117,289.11
10/21/2010	103099	RYAN CONTRACTING COMPAN	south grove	440-5900-740.80-30	1009D	10/2010	229,906.27
						* Total	229,906.27
10/21/2010	103104	SOUTH CEDAR GREENHOUSES	59388	440-5900-740.60-65	1009D	10/2010	2,542.56
						* Total	2,542.56
				7 Checks	** Fund Total		422,943.81
10/13/2010	102870	EAGAN, CITY OF	storm water	441-0000-207.05-00		10/2010	2,277.19
						* Total	2,277.19
				1 Checks	** Fund Total		2,277.19
10/13/2010	102905	MENARDS - WEST ST. PAUL	96110	444-5900-744.40-47		10/2010	77.48
						* Total	77.48
10/13/2010	102973	VACKER INC	711	444-5900-744.40-47		10/2010	16,557.74
						* Total	16,557.74
				2 Checks	** Fund Total		16,635.22
10/21/2010	103059	LEVANDER, GILLEN & MILL	client 81000e	446-5915-746.30-42	0315	10/2010	867.50
						* Total	867.50
				1 Checks	** Fund Total		867.50
10/21/2010	102995	BITUMINOUS ROADWAYS, IN	17702	451-5900-751.80-30		10/2010	79,699.40
						* Total	79,699.40
				1 Checks	** Fund Total		79,699.40
10/13/2010	102833	ABC RENTALS INC	2000087	501-7100-512.60-16		10/2010	120.77
						* Total	120.77
10/13/2010	102834	ACE PAINT & HARDWARE	504339	501-7100-512.60-16		10/2010	9.60
						* Total	9.60
10/13/2010	102838	BLUM, MELISSA	food - training	501-7100-512.50-75		10/2010	81.30
						* Total	81.30
10/13/2010	102844	CITY OF BLOOMINGTON	SEPT	501-7100-512.30-70		10/2010	420.00
						* Total	420.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
10/13/2010	102858	DAKOTA CTY TECH COLLEGE	79553	501-7100-512.50-80		10/2010	800.00
						* Total	800.00
10/13/2010	102860	DAKOTA ELECTRIC ASSN	acct 2148310	501-7100-512.40-20		10/2010	11.03
						* Total	11.03
10/13/2010	102865	DANNER LANDSCAPING	7666	501-7100-512.60-16		10/2010	224.44
			7667	501-7100-512.60-16		10/2010	900.32
						* Total	1,124.76
10/13/2010	102869	EAGAN, CITY OF	water-south robert trail	501-7100-512.40-05		10/2010	4,212.76
			water-south robert trail	501-7100-512.40-05		10/2010	5,445.36
			water-south robert trail	501-7100-512.40-05		10/2010	3,865.95
						* Total	13,524.07
10/13/2010	102870	EAGAN, CITY OF	water	501-7100-512.40-05		10/2010	42,644.17
						* Total	42,644.17
10/13/2010	102877	G & K SERVICES	1182615435	501-7100-512.60-40		10/2010	6.39
						* Total	6.39
10/13/2010	102881	GERTENS	211198	501-7100-512.60-16		10/2010	135.80
			211203	501-7100-512.60-16		10/2010	28.25
			211468	501-7100-512.60-16		10/2010	26.72
						* Total	137.33
10/13/2010	102888	HAWKINS, INC.	3159088	501-7100-512.60-19		10/2010	569.00
						* Total	569.00
10/13/2010	102895	KAT-KEY'S LOCK & SAFE C	94976	501-7100-512.40-40		10/2010	573.92
						* Total	573.92
10/13/2010	102947	SHERWIN-WILLIAMS	09131	501-7100-512.40-40		10/2010	51.72
						* Total	51.72
10/13/2010	102956	SUSA - SECRETARY/TREASU	attende;karl ebensteiner	501-7100-512.50-80		10/2010	135.00
						* Total	135.00
10/13/2010	102957	SWEENEY, JIM	awwa conference	501-7100-512.50-75		10/2010	643.96
						* Total	643.96
10/13/2010	102963	TOTAL CONSTRUCTION & EQ	47681	501-7100-512.40-43		10/2010	278.50
						* Total	278.50
10/13/2010	102967	TWIN CITY SEED COMPANY	24100	501-7100-512.60-16		10/2010	1,157.46
						* Total	1,157.46
10/21/2010	102991	AUTOMATIC SYSTEMS CO.	23347 S	501-7100-512.40-42		10/2010	10,883.00
						* Total	10,883.00
10/21/2010	103001	BRITE COLOR PRESS	0500299	501-7100-512.50-30		10/2010	124.98
						* Total	124.98

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
10/21/2010	103006	CARQUEST OF ROSEMOUNT	1596137465 1596137516	501-7100-512.40-40 501-7100-512.40-40		10/2010 10/2010 * Total	23.75 10.11- 13.64
10/21/2010	103015	DAKOTA CTY PROPERTY REC	august 2010	501-7100-512.30-70		10/2010 * Total	118.80 118.80
10/21/2010	103021	DANNER LANDSCAPING	7711	501-7100-512.60-16		10/2010 * Total	141.08 141.08
10/21/2010	103027	G & K SERVICES	1182626399	501-7100-512.60-45		10/2010 * Total	31.75 31.75
10/21/2010	103033	GOPHER STATE ONE-CALL	90607	501-7100-512.30-70		10/2010 * Total	688.75 688.75
10/21/2010	103037	HAWKINS, INC.	3163828	501-7100-512.60-19		10/2010 * Total	4,562.32 4,562.32
10/21/2010	103048	JRK SEED & TURF SUPPLY	24236 24271	501-7100-512.60-16 501-7100-512.60-16		10/2010 10/2010 * Total	290.06 122.27 412.33
10/21/2010	103073	MN PIPE & EQUIPMENT	0260478	501-7100-512.40-43		10/2010 * Total	60.01 60.01
10/21/2010	103076	MTI DISTRIBUTING CO	763231	501-7100-512.60-16		10/2010 * Total	13.23 13.23
10/21/2010	103089	OXYGEN SERVICE COMPANY,	07456335	501-7100-512.60-16		10/2010 * Total	263.48 263.48
10/21/2010	103106	SPRINT	acct 842483314	501-7100-512.50-20		10/2010 * Total	274.85 274.85
10/21/2010	103111	TDS METROCOM	acct 6514502500	501-7100-512.50-20		10/2010 * Total	211.24 211.24
10/21/2010	103125	UNITED PARCEL SERVICE	V650V400	501-7100-512.60-16		10/2010 * Total	12.66 12.66
10/21/2010	103131	XCEL ENERGY	acct 5160987097 acct 5160987097	501-7100-512.40-10 501-7100-512.40-20		10/2010 10/2010 * Total	587.68 20,751.18 21,338.86
				34 Checks	** Fund Total		101,439.96
10/13/2010	102869	EAGAN, CITY OF	sewer-south robert trail sewer-south robert trail sewer-south robert trail	502-7200-514.40-15 502-7200-514.40-15 502-7200-514.40-15		10/2010 10/2010 10/2010 * Total	5,357.47 5,374.48 5,359.90 16,091.85
10/13/2010	102870	EAGAN, CITY OF	water	502-7200-514.40-15		10/2010	21,555.10

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	21,555.10
10/13/2010	102877	G & K SERVICES	1182615435	502-7200-514.60-45		10/2010	2.74
						* Total	2.74
10/13/2010	102907	METROPOLITAN COUNCIL	942773	502-7200-514.40-15		10/2010	117,639.26
						* Total	117,639.26
10/13/2010	102975	VERONA SAFETY SUPPLY, I	73568	502-7200-514.60-65		10/2010	100.44
						* Total	100.44
10/21/2010	103015	DAKOTA CTY PROPERTY REC	august 2010	502-7200-514.30-70		10/2010	118.80
						* Total	118.80
10/21/2010	103017	DAKOTA CTY TREASURER	SEPTEMBER	502-0000-207.01-00		10/2010	160.00
						* Total	160.00
10/21/2010	103026	EXECUTIVE TITLE SERVICE	REQUESTED CREDIT REFUND	502-0000-116.00-00		10/2010	23.20
						* Total	23.20
10/21/2010	103027	G & K SERVICES	1182626399	502-7200-514.60-45		10/2010	13.60
						* Total	13.60
10/21/2010	103054	KWLTA	REQUESTED CREDIT REFUND	502-0000-116.00-00		10/2010	76.11
						* Total	76.11
10/21/2010	103097	RHB INC MONEY PURCHASE	REQUESTED CREDIT REFUND	502-0000-116.00-00		10/2010	7.47
						* Total	7.47
10/21/2010	103109	STEWART TITLE OF MINNES	REQUESTED CREDIT REFUND	502-0000-116.00-00		10/2010	68.96
						* Total	68.96
10/21/2010	103114	THE ANDERSON GROUP	REQUESTED CREDIT REFUND	502-0000-116.00-00		10/2010	55.63
						* Total	55.63
10/21/2010	103131	XCEL ENERGY	acct 5160987097	502-7200-514.40-20		10/2010	408.40
						* Total	408.40
10/21/2010	103138	ZIEGLER INC	H8101601	502-7200-514.40-50		10/2010	1,921.04
						* Total	1,921.04
15 Checks						** Fund Total	158,242.60
10/13/2010	102834	ACE PAINT & HARDWARE	504368	503-8400-525.40-41		10/2010	57.54
						* Total	57.54
10/13/2010	102847	COLLEGE CITY BEVERAGE	206745	503-8300-524.76-15		10/2010	50.40
						* Total	50.40
10/13/2010	102849	COVERALL OF THE TWIN CI	7070158509	503-8500-526.40-40		10/2010	1,122.19
						* Total	1,122.19
10/13/2010	102854	CUSHMAN MOTOR COMPANY I	151186	503-8400-525.40-41		10/2010	235.49

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
10/13/2010	102854	CUSHMAN MOTOR COMPANY I	151418 151419	503-8400-525.40-41 503-8400-525.40-41		10/2010 10/2010 * Total	151.52 170.62 557.63
10/13/2010	102859	DAKOTA ELECTRIC ASSN	acct 2013605	503-8600-527.40-20		10/2010 * Total	188.22 188.22
10/13/2010	102868	DRAFT TECHNOLOGIES	1004107J	503-8300-524.40-42		10/2010 * Total	30.00 30.00
10/13/2010	102880	GEMPLER'S INC.	1016128181	503-8600-527.60-45		10/2010 * Total	296.42 296.42
10/13/2010	102885	GRANDMA'S BAKERY	56325 70126 70412 70702 70995 71248 71517	503-8300-524.76-05 503-8300-524.76-05 503-8300-524.76-05 503-8300-524.76-05 503-8300-524.76-05 503-8300-524.76-05 503-8300-524.76-05		10/2010 10/2010 10/2010 10/2010 10/2010 10/2010 10/2010 * Total	5.64- 26.50 23.71 31.88 45.97 37.76 20.31 180.49
10/13/2010	102893	JOHN DEERE LANDSCAPES/L	acct 269520 acct 269520 acct 269520	503-8600-527.60-35 503-8600-527.60-20 503-8600-527.60-20		10/2010 10/2010 10/2010 * Total	387.85 126.84 15.18 529.87
10/13/2010	102901	LILLIE SUBURBAN NEWSPAP	acct 1466	503-8500-526.50-25		10/2010 * Total	750.00 750.00
10/13/2010	102906	METRO CASH REGISTER SYS	69952	503-8500-526.60-10		10/2010 * Total	16.28 16.28
10/13/2010	102912	MTI DISTRIBUTING CO	754575 754726 754991 755235 757759 758302 759393 761155	503-8600-527.40-42 503-8600-527.40-42 503-8600-527.60-50 503-8600-527.60-50 503-8600-527.40-42 503-8600-527.40-42 503-8600-527.40-42 503-8600-527.40-42		10/2010 10/2010 10/2010 10/2010 10/2010 10/2010 10/2010 10/2010 * Total	67.83 778.03 307.80- 307.80 535.12 790.20 498.31 622.76 3,292.25
10/13/2010	102913	NAPA OF INVER GROVE HEI	218740 219418	503-8600-527.40-42 503-8600-527.40-42		10/2010 10/2010 * Total	16.14 49.04 65.18
10/13/2010	102929	PIONEER PRESS	acct 520544	503-8500-526.50-25		10/2010 * Total	450.00 450.00
10/13/2010	102930	PLAISTED COMPANIES, INC	35914	503-8600-527.60-20		10/2010 * Total	811.90 811.90

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
10/13/2010	102931	PRECISION TURF & CHEMIC	35571 35572	503-8600-527.60-30 503-8600-527.60-35		10/2010 10/2010 * Total	1,196.25 2,177.39 3,373.64
10/13/2010	102932	PRESTIGE ELECTRIC, INC.	84968 84972	503-8300-524.40-42 503-8500-526.40-40		10/2010 10/2010 * Total	230.00 539.00 769.00
10/13/2010	102938	RJ'S GOLF CARTS INC	2186	503-8400-525.40-65		10/2010 * Total	360.00 360.00
10/13/2010	102950	SOUTH BAY DESIGN	QTR HOST FEES	503-8500-526.50-25		10/2010 * Total	267.00 267.00
10/13/2010	102966	TWIN CITY SAW	A17313 CS7260	503-8600-527.40-42 503-8600-527.40-42		10/2010 10/2010 * Total	49.00 324.83 373.83
10/13/2010	102979	XCEL ENERGY	acct 5157543641 acct 5157543641	503-8500-526.40-10 503-8500-526.40-20		10/2010 10/2010 * Total	59.77 1,486.54 1,546.31
10/21/2010	102989	ARCTIC GLACIER, INC.	383028118	503-8300-524.60-65		10/2010 * Total	97.48 97.48
10/21/2010	103009	COLLEGE CITY BEVERAGE	716023	503-8300-524.76-15		10/2010 * Total	100.80 100.80
10/21/2010	103028	G & K SERVICES	acct 0157401	503-8600-527.60-45		10/2010 * Total	86.30 86.30
10/21/2010	103029	GARY'S PEST CONTROL	46738	503-8500-526.40-40		10/2010 * Total	69.47 69.47
10/21/2010	103034	GRAINGER	9362613904	503-8500-526.60-65		10/2010 * Total	54.05 54.05
10/21/2010	103035	GRANDMA'S BAKERY	56343 56352 71776 72091 72357 72643 72939 73191 73456	503-8300-524.76-05 503-8300-524.76-05 503-8300-524.76-05 503-8300-524.76-05 503-8300-524.76-05 503-8300-524.76-05 503-8300-524.76-05 503-8300-524.76-05 503-8300-524.76-05		10/2010 10/2010 10/2010 10/2010 10/2010 10/2010 10/2010 10/2010 10/2010 * Total	6.76- 4.40- 26.50 26.50 37.26 46.03 48.82 48.82 28.99 251.76
10/21/2010	103046	JJ TAYLOR DIST. COMPANY	1431797	503-8300-524.76-15		10/2010 * Total	85.25 85.25
10/21/2010	103064	M. AMUNDSON LLP	95594	503-8300-524.76-05		10/2010 * Total	119.42 119.42

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10/21/2010	103066	MARY PETTO	10/26 -11/25	503-8500-526.50-25		10/2010	750.00
						* Total	750.00
10/21/2010	103078	NATURE CALLS, INC.	14833	503-8600-527.40-65		10/2010	101.44
						* Total	101.44
10/21/2010	103112	TDS METROCOM	acct 6514573667	503-8500-526.50-20		10/2010	250.86
						* Total	250.86
10/21/2010	103127	US FOODSERVICE	4949767	503-8300-524.76-05		10/2010	304.74
			4949767	503-8300-524.76-10		10/2010	79.93
			5032309	503-8300-524.76-05		10/2010	28.08
						* Total	412.75
10/21/2010	103136	YOCUM OIL COMPANY, INC.	401102	503-8400-525.60-21		10/2010	1,195.57
			404387	503-8600-527.60-21		10/2010	2,161.72
			404388	503-8400-525.60-21		10/2010	1,308.15
			404389	503-8600-527.60-21		10/2010	2,224.30
						* Total	6,889.74
				34 Checks	** Fund Total		24,357.47
10/13/2010	102890	IDYLYWOOD FARMS	JUNE/AUGUST	504-6100-452.30-70	R20680	10/2010	3,450.00
						* Total	3,450.00
10/13/2010	102904	MAYER ARTS INC	DANCE	504-6100-452.30-70	R20920	10/2010	1,370.00
						* Total	1,370.00
10/13/2010	102910	MRPA	volleyball	504-6100-452.50-70	R50250	10/2010	221.00
						* Total	221.00
10/13/2010	102920	OH THOSE GUYS	8467	504-6100-452.60-45	R32000	10/2010	1,174.80
						* Total	1,174.80
10/13/2010	102921	ORIENTAL TRADING COMPAN	64030511201	504-6100-452.60-09	R30400	10/2010	135.61
						* Total	135.61
10/13/2010	102944	SAM'S CLUB	acct 7715090065702540	504-6100-452.60-09	R10350	10/2010	30.72
						* Total	30.72
10/21/2010	102988	ANDERSON RACE MANAGEMEN	1259	504-6100-452.30-70	R32000	10/2010	1,141.13
						* Total	1,141.13
10/21/2010	103086	OH THOSE GUYS	8518	504-6100-452.60-45	R32000	10/2010	147.00
						* Total	147.00
10/21/2010	103103	SKYHAWKS SPORTS ACADEMY	3091023610	504-6100-452.30-70	R41050	10/2010	2,193.85
						* Total	2,193.85
10/21/2010	103115	THOMPSON, RUTH	class canceled	504-0000-347.00-00	R31000	10/2010	20.00
						* Total	20.00
				10 Checks	** Fund Total		9,884.11

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
10/13/2010	102834	ACE PAINT & HARDWARE	504161	505-6200-453.60-16	C25000	10/2010 * Total	27.19 27.19
10/13/2010	102843	CHAVEZ, EDWARD A	reimbursement supplies	505-6200-453.60-65	C15000	10/2010 * Total	256.88 256.88
10/13/2010	102846	COCO DUGAN DESIGN	00110	505-6200-453.30-70	C25000	10/2010 * Total	1,418.30 1,418.30
10/13/2010	102848	COMDATA	acct rh172	505-6200-453.76-10	C16000	10/2010 * Total	23.01 23.01
10/13/2010	102874	FERRELLGAS	acct 7757735	505-6200-453.60-21	C21000	10/2010 * Total	325.01 325.01
10/13/2010	102875	FIRST IMPRESSION GROUP,	4293320	505-6200-453.50-35	C91000	10/2010 * Total	686.38 686.38
10/13/2010	102884	GRAINGER	9347497993 9348936247 9349412677	505-6200-453.60-40 505-6200-453.60-16 505-6200-453.60-40	C21000 C25000 C25000	10/2010 10/2010 10/2010 * Total	254.90 27.94 111.29 394.13
10/13/2010	102889	HUEBSCH SERVICES	2600655	505-6200-453.40-40	C25000	10/2010 * Total	105.57 105.57
10/13/2010	102900	LEMKE, LINDA	CLASS FEE	505-6200-453.60-18	C70000	10/2010 * Total	50.00 50.00
10/13/2010	102921	ORIENTAL TRADING COMPAN	64030511201	505-6200-453.60-65	C13000	10/2010 * Total	20.05 20.05
10/13/2010	102925	PETTY CASH - ATM	JUL - SEPT	505-6200-453.70-44	C10000	10/2010 * Total	14.79 14.79
10/13/2010	102928	PIONEER PRESS	acct 414398	505-6200-453.50-25	C91000	10/2010 * Total	264.38 264.38
10/13/2010	102933	PUSH PEDAL PULL	24600	505-6200-453.40-42	C70000	10/2010 * Total	519.18 519.18
10/13/2010	102937	RICE SOUND & SERVICE IN	041932 041933 041933	505-6200-453.40-42 505-6200-453.40-42 505-6200-453.60-16	C70000 C70000 C70000	10/2010 10/2010 10/2010 * Total	337.88 70.00 36.34 444.22
10/13/2010	102943	SAM'S CLUB	acct 7715090061606950 acct 7715090061606950 acct 7715090061606950	505-6200-453.50-80 505-6200-453.60-65 505-6200-453.76-05	C70000 C30300 C30300	10/2010 10/2010 10/2010 * Total	4.00 222.67 17.87 244.54
10/13/2010	102952	ST. CROIX LUTHERAN SCHO	damage deposit damage deposit	505-0000-207.03-00 505-0000-352.25-00		10/2010 10/2010	13.30 186.70

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	200.00
10/13/2010	102965	TWIN CITIES CAT FANCIER	damage deposit	505-0000-207.03-00		10/2010	29.88
			damage deposit	505-0000-352.25-00	C15000	10/2010	419.41
						* Total	449.29
10/13/2010	102974	VANCO SERVICES LLC	4350419	505-6200-453.70-60	C10100	10/2010	61.50
						* Total	61.50
10/21/2010	102982	ACE PAINT & HARDWARE	504411	505-6200-453.60-65	C51000	10/2010	42.71
						* Total	42.71
10/21/2010	102984	ALLRED, DANIEL	class canceled	505-0000-352.35-00	C51000	10/2010	5.00
						* Total	5.00
10/21/2010	102986	AMERICAN CANCER SOCIETY	event oct 9	505-0000-352.02-00	C15500	10/2010	1,700.00
						* Total	1,700.00
10/21/2010	103010	COMCAST	acct 8772105910277033	505-6200-453.50-70	C10000	10/2010	74.95
						* Total	74.95
10/21/2010	103041	HORIZON COMMERCIAL POOL	attende; tammy abrahamson	505-6200-453.50-80	C50000	10/2010	245.00
						* Total	245.00
10/21/2010	103091	PETTY CASH	ins paperwork - postage	505-6200-453.50-35	C10100	10/2010	5.25
			poles for nordic walking	505-6200-453.60-18	C70000	10/2010	10.00
						* Total	15.25
10/21/2010	103092	PUSH PEDAL PULL	24779	505-6200-453.60-40	C70000	10/2010	259.71
						* Total	259.71
10/21/2010	103098	RIVER HEIGHTS CHAMBER O	668	505-6200-453.60-65	C91000	10/2010	55.00
						* Total	55.00
10/21/2010	103108	STERICYCLE INC	4002004388	505-6200-453.40-25	C10000	10/2010	371.73
						* Total	371.73
10/21/2010	103111	TDS METROCOM	acct 6514502500	505-6200-453.50-20	C10000	10/2010	106.72
						* Total	106.72
10/21/2010	103122	TURITTO'S PIZZA	224201/224205	505-6200-453.76-05	C30300	10/2010	97.32
						* Total	97.32
10/21/2010	103134	XCEL ENERGY	acct 5168679487	505-6200-453.40-10	C25000	10/2010	5,358.09
			acct 5168679487	505-6200-453.40-20	C25000	10/2010	23,335.19
						* Total	28,693.28
				30 Checks	** Fund Total		37,171.09
10/21/2010	103079	NELCOM CORP	28421	602-2100-415.70-60		10/2010	6,703.00
						* Total	6,703.00
				1 Checks	** Fund Total		6,703.00

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10/13/2010	102834	ACE PAINT & HARDWARE	504369	603-5300-444.40-41		10/2010	5.13
						* Total	5.13
10/13/2010	102839	BOYER TRUCKS - PARTS DI	448801	603-0000-145.50-00		10/2010	211.61
						* Total	211.61
10/13/2010	102841	CARQUEST OF ROSEMOUNT	1596136569	603-5300-444.40-41		10/2010	132.10
			1596136628	603-5300-444.40-41		10/2010	34.44
			1596136672	603-5300-444.40-41		10/2010	27.79
			1596136751	603-5300-444.40-41		10/2010	161.51
			1596136859	603-0000-145.50-00		10/2010	17.09
			1596136999	603-0000-145.50-00		10/2010	4.77
			1596137037	603-0000-145.50-00		10/2010	138.08
			1596137055	603-5300-444.40-41		10/2010	155.99
						* Total	616.19
10/13/2010	102855	CUSTOM FIRE APPARATUS I	13535	603-5300-444.40-40		10/2010	37.64
						* Total	37.64
10/13/2010	102856	CUSTOM HOSE TECH	56545	603-5300-444.40-41		10/2010	360.04
						* Total	360.04
10/13/2010	102858	DAKOTA CTY TECH COLLEGE	79553	603-5300-444.50-80		10/2010	228.56
						* Total	228.56
10/13/2010	102873	FACTORY MOTOR PARTS COM	69021574	603-5300-444.60-12		10/2010	42.46
						* Total	42.46
10/13/2010	102877	G & K SERVICES	1182615435	603-5300-444.40-65		10/2010	83.01
			1182615435	603-5300-444.60-45		10/2010	23.04
						* Total	106.05
10/13/2010	102891	INVER GROVE FORD	5046403	603-5300-444.40-41		10/2010	126.92
						* Total	126.92
10/13/2010	102896	KIMBALL MIDWEST	1667780	603-5300-444.60-12		10/2010	262.65
			1667780	603-5300-444.60-40		10/2010	286.43
						* Total	549.08
10/13/2010	102898	KREMER SERVICES LLC	6142	603-5300-444.40-41		10/2010	173.60
						* Total	173.60
10/13/2010	102932	PRESTIGE ELECTRIC, INC.	84969	603-5300-444.40-41		10/2010	167.00
						* Total	167.00
10/13/2010	102936	REED'S SALES & SERVICE	106407	603-5300-444.40-41		10/2010	124.81
						* Total	124.81
10/13/2010	102945	SCHARBER & SONS	acct 4502581	603-5300-444.40-41		10/2010	618.27
						* Total	618.27
10/13/2010	102946	SHARROW LIFTING PRODUCT	34421	603-5300-444.40-41		10/2010	531.03
						* Total	531.03

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10/13/2010	102947	SHERWIN-WILLIAMS	40476	603-5300-444.40-40		10/2010	45.83
						* Total	45.83
10/13/2010	102958	SWEeper SERVICES	10229	603-5300-444.40-41		10/2010	1,141.37
						* Total	1,141.37
10/13/2010	102961	TEWALT, CHRISTOPHER	ball hitches	603-5300-444.40-41		10/2010	93.97
						* Total	93.97
10/13/2010	102963	TOTAL CONSTRUCTION & EQ	47683	603-5300-444.40-40		10/2010	1,753.79
						* Total	1,753.79
10/13/2010	102964	TOWMASTER TRAILERS INC	323496	603-5300-444.40-41		10/2010	2,137.50
						* Total	2,137.50
10/13/2010	102978	WESTERN PETROLEUM COMPA	0260236	603-0000-145.50-00		10/2010	2,339.10
						* Total	2,339.10
10/21/2010	102998	BOYER TRUCKS - PARTS DI	447956	603-5300-444.40-41		10/2010	497.42
			447956X1	603-5300-444.40-41		10/2010	5,958.28
			450335	603-5300-444.40-41		10/2010	498.37
			450335CREDIT	603-5300-444.40-41		10/2010	64.13-
						* Total	6,889.94
10/21/2010	103001	BRITE COLOR PRESS	0500299	603-5300-444.60-65		10/2010	249.08
						* Total	249.08
10/21/2010	103006	CARQUEST OF ROSEMOUNT	1596137129	603-5300-444.40-41		10/2010	33.17
			1596137146	603-0000-145.50-00		10/2010	21.50
			1596137238	603-0000-145.50-00		10/2010	54.09
			1596137250	603-0000-145.50-00		10/2010	51.06
			1596137252	603-5300-444.60-12		10/2010	51.30
			1596137346	603-5300-444.60-12		10/2010	38.09
			1596137398	603-5300-444.60-12		10/2010	3.92
			1596137444	603-5300-444.60-12		10/2010	18.55
			1596137645	603-0000-145.50-00		10/2010	46.81
			1596137645	603-5300-444.40-41		10/2010	37.27
			1596137654	603-5300-444.40-41		10/2010	10.79
			1596137655	603-5300-444.40-41		10/2010	16.51
			1596137796	603-0000-145.50-00		10/2010	57.50
						* Total	440.56
10/21/2010	103007	CATCO PARTS SERVICE	1731071	603-5300-444.40-41		10/2010	1,079.98
			1732609	603-5300-444.40-41		10/2010	74.26
			9042415	603-5300-444.40-41		10/2010	34.97
						* Total	1,189.21
10/21/2010	103024	EMERGENCY APPARATUS MAI	51742	603-5300-444.40-41		10/2010	541.91
			51743	603-5300-444.40-41		10/2010	779.88
			51744	603-5300-444.40-41		10/2010	536.98
						* Total	1,858.77
10/21/2010	103025	EMERGENCY AUTOMOTIVE TE	LG1012101	603-5300-444.40-41		10/2010	144.28

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	144.28
10/21/2010	103027	G & K SERVICES	1182626399	603-5300-444.40-65		10/2010	83.01
			1182626399	603-5300-444.60-45		10/2010	23.04
						* Total	106.05
10/21/2010	103042	HSBC BUSINESS SOLUTIONS	acct 700370570016581	603-5300-444.60-40		10/2010	343.85
						* Total	343.85
10/21/2010	103045	INTERSTATE POWER SYSTEM	13468	603-5300-444.40-41		10/2010	6,177.23
						* Total	6,177.23
10/21/2010	103050	KIMBALL MIDWEST	1686747	603-5300-444.60-12		10/2010	147.23
						* Total	147.23
10/21/2010	103053	KREMER SERVICES LLC	6287	603-5300-444.40-41		10/2010	2,470.51
						* Total	2,470.51
10/21/2010	103068	METRO JANITORIAL SUPPLY	10060188	603-5300-444.60-12		10/2010	75.30
						* Total	75.30
10/21/2010	103077	NAPA OF INVER GROVE HEI	223206	603-5300-444.40-41		10/2010	41.88
						* Total	41.88
10/21/2010	103091	PETTY CASH	dot stickers	603-5300-444.40-41		10/2010	28.00
			safety stickers	603-5300-444.60-65		10/2010	18.00
						* Total	46.00
10/21/2010	103093	R & R CARPET SERVICE	SEPTEMBER	603-5300-444.40-65		10/2010	78.02
						* Total	78.02
10/21/2010	103119	TOWMASTER TRAILERS INC	323496A	603-5300-444.40-41		10/2010	4,806.17
			324487	603-5300-444.40-41		10/2010	340.93
			324489	603-5300-444.40-41		10/2010	2,394.00
						* Total	7,541.10
10/21/2010	103120	TOXALERT INTERNATIONAL	14465	603-5300-444.40-40		10/2010	189.00
						* Total	189.00
10/21/2010	103138	ZIEGLER INC	PC001234834	603-5300-444.40-41		10/2010	94.06
			PC001234835	603-5300-444.40-41		10/2010	103.97
						* Total	198.03
				39 Checks	** Fund Total		39,595.99
10/13/2010	102919	OFFICEMAX INC	acct 687054	604-2200-416.60-10		10/2010	127.40
			acct 687054	604-2200-416.60-10		10/2010	10.57
			acct 687054	604-2200-416.60-10		10/2010	14.90
						* Total	123.07
10/13/2010	102941	S & T OFFICE PRODUCTS	MONICA	604-2200-416.60-10		10/2010	19.01
			052410	604-2200-416.60-10		10/2010	50.65
			0805	604-2200-416.60-10		10/2010	249.23

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
10/13/2010	102941	S & T OFFICE PRODUCTS	081210	604-2200-416.60-10		10/2010	24.42-
			081210A	604-2200-416.60-10		10/2010	24.42
			081310	604-2200-416.60-10		10/2010	24.42
			082410	604-2200-416.60-10		10/2010	117.78
			1147	604-2200-416.60-10		10/2010	61.66
			1169	604-2200-416.60-10		10/2010	14.88
			1169A	604-2200-416.60-10		10/2010	54.15
			1326	604-2200-416.60-10		10/2010	484.53-
			1326A	604-2200-416.60-10		10/2010	804.32
						* Total	911.57
10/21/2010	103083	OFFICE EQUIPMENT FINANC	acct 923425	604-2200-416.40-50		10/2010	1,253.45
						* Total	1,253.45
10/21/2010	103084	OFFICE EQUIPMENT FINANC	acct 923425	604-2200-416.40-50		10/2010	744.43
						* Total	744.43
				4 Checks	** Fund Total		3,032.52
10/13/2010	102902	LONE OAK COMPANIES	48784	605-3100-419.50-35		10/2010	436.45
						* Total	436.45
10/13/2010	102941	S & T OFFICE PRODUCTS	JENELLE	605-3100-419.60-65		10/2010	5.73
			1338	605-3100-419.60-65		10/2010	494.59
						* Total	500.32
10/21/2010	103039	HILLYARD INC	6494756	605-3100-419.60-11		10/2010	261.10
						* Total	261.10
10/21/2010	103044	INSPEC INC	2117591	605-3100-419.30-70		10/2010	800.00
						* Total	800.00
10/21/2010	103082	NS/I MECHANICAL CONTRAC	C001368	605-3100-419.40-40		10/2010	1,500.00
						* Total	1,500.00
10/21/2010	103111	TDS METROCOM	acct 6514502500	605-3100-419.50-20		10/2010	356.50
						* Total	356.50
10/21/2010	103129	USA MOBILITY WIRELESS I	T0317493J	605-3100-419.40-65		10/2010	4.89
						* Total	4.89
10/21/2010	103137	ZAYO ENTERPRISE NETWORK	acct 005456	605-3100-419.50-20		10/2010	1,002.70
						* Total	1,002.70
				8 Checks	** Fund Total		4,861.96
10/13/2010	102845	CIVICPLUS	83535	606-1400-413.30-70		10/2010	1,699.50
						* Total	1,699.50
10/13/2010	102851	CREATIVE VISION TECHNOL	109101	606-1400-413.30-70		10/2010	18,725.00
			109136	606-1400-413.60-10		10/2010	320.63
			109137	606-1400-413.60-41		10/2010	21,759.75
						* Total	40,805.38

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
10/13/2010	102879	GADIENT, CATHERINE	cartegraph conference	606-1400-413.50-80		10/2010	801.62
						* Total	801.62
10/13/2010	102971	US INTERNET	906077	606-1400-413.30-70		10/2010	200.00
						* Total	200.00
10/21/2010	103063	LOGISOLVE LLC	36489	606-1400-413.30-70		10/2010	2,235.00
						* Total	2,235.00
10/21/2010	103085	OFFICE OF ENTERPRISE TE	acct 200b00171	606-1400-413.30-75		10/2010	311.81
						* Total	311.81
				6 Checks	** Fund Total		46,053.31
10/11/2010	102831	DAKOTA CTY SHERIFF'S DE	alfredo lopez	702-0000-229.10-00		10/2010	300.00
						* Total	300.00
10/13/2010	102926	PIEKARSKI-KRECH, ROSEMA	hydrant rental 2010-1007	702-0000-229.43-00		10/2010	912.29
						* Total	912.29
10/15/2010	102980	HENNEPIN COUNTY DISTRIC	michael john sherry	702-0000-229.10-00		10/2010	50.00
						* Total	50.00
10/21/2010	102985	AMAZING GRACE LUTHERN C	reduction	702-0000-229.23-00		10/2010	24,750.00
						* Total	24,750.00
10/21/2010	102987	AMERICAN ENGINEERING TE	48873	702-0000-229.26-00		10/2010	1,622.50
						* Total	1,622.50
10/21/2010	103013	CULLIGAN	acct 157984732428	702-0000-228.63-00		10/2010	41.02
						* Total	41.02
10/21/2010	103059	LEVANDER, GILLEN & MILL	client 81000e	702-0000-228.69-00		10/2010	1,638.05
			client 81000e	702-0000-228.73-00		10/2010	638.25
			client 81000e	702-0000-229.17-00		10/2010	8,639.50
			client 81000e	702-0000-229.84-00		10/2010	270.80
						* Total	11,186.60
10/21/2010	103096	REHDER & ASSOCIATES INC	000001	702-0000-229.96-00		10/2010	3,800.00
						* Total	3,800.00
10/21/2010	103101	SCHERFF INC	UPPER 55TH	702-0000-229.96-00		10/2010	2,500.00
						* Total	2,500.00
				9 Checks	** Fund Total		45,162.41
10/21/2010	103011	COMO LUBE & SUPPLIES	494892	703-5500-446.60-65		10/2010	213.89
						* Total	213.89
10/21/2010	103047	JR'S APPLIANCE DISPOSAL	72928	703-5500-446.60-65		10/2010	3,407.50
						* Total	3,407.50
10/21/2010	103061	LILLIE SUBURBAN NEWSPAP	acct 1363	703-5500-446.60-65		10/2010	532.80

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT

						* Total	532.80
				3 Checks	** Fund Total		4,154.19
				359 Checks	*** Bank Total		1,540,166.43
				359 Checks	*** Grand Total		1,540,166.43

Certification of Delinquent Utility Bills

Meeting Date: October 25, 2010
 Item Type: Consent
 Contact: Angela Delgado 651-450-2520
 Prepared by: Angela Delgado, Accounting Tech.
 Reviewed by: Ann Lanoue, Finance Director

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 resolution certifying delinquent unpaid water and sewer charges to the County to be collected with the other taxes on the property.

SUMMARY

It is our standard practice to certify unpaid, delinquent utility bills to the County to be levied against the respective properties for collection in one year. The City’s Administrative Code, Chapter XVIII, Section 3, subdivision B states that delinquent utility bills shall be certified to the County Auditor. Before such certification, delinquencies will be notified by mail of the amount due and the fact that the delinquency will be certified if not paid by October 10th. The certification shall include a charge of 8% of the delinquent bill to cover administrative handling, plus 8% interest on the unpaid balance.

Each delinquent account was mailed a notice stating that the amount unpaid would be certified as a one year assessment, payable in 2011. The unpaid balance would have 8% added as interest and 8% added as an administrative handling fee.

The delinquent notices are in addition to reminder notices of unpaid balances mailed monthly throughout the entire year. This procedure is consistent with past years.

The total amount to be certified this year (which includes the 8% administrative charge and the 8% interest) is \$464,166.00 which is \$58,980.00 higher than the last year. The total amount includes \$268,742.00 for Skyline Village which is \$46,136.00 greater than the \$222,606.00 certified for Skyline in 2009. If not for the amount to be certified for Skyline Village, we would be certifying \$12,844.00 more than in 2009.

In comparing this to prior years, we certified in 2009, \$405,186.00, in 2008, \$221,721.00, in 2007, \$243,488.00, in 2006, \$147,212.00.

Attached to this summary for your action is a resolution certifying unpaid delinquent water and sewer charges to the County Auditor to be collected with other taxes on said property.

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

RESOLUTION NO.

**RESOLUTION CERTIFYING UNPAID DELINQUENT WATER AND SEWER CHARGES TO
THE COUNTY AUDITOR TO BE COLLECTED WITH OTHER TAXES ON SAID PROPERTY**

WHEREAS, City of Inver Grove Heights ordinances establish rules, rates and charges for water and sewer services, and

WHEREAS, the City's Administrative Code Chapter XVIII, Section 3, subdivision B states that delinquent utility bills shall be certified each year to the County Auditor, and

WHEREAS, Minnesota Statutes 444.075 provides that all delinquent water and sewer charges not paid may be certified to the County Auditor with the taxes on such property, and

WHEREAS, each delinquent utility bill has been sent a delinquent notice and intent to certify, and

WHEREAS, an assessment roll will be prepared specifying the amount to be certified against each specific property.

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

1. There is hereby determined to be a total uncollected amount of delinquent water and/or sewer charges of \$ 464,166.00.

2. That such amount is hereby certified to the County Auditor for collection with other taxes on said properties.

3. That a copy of this resolution, together with the assessment roll, be sent to the Dakota County Auditor.

Adopted by the City Council of Inver Grove Heights this 25th day of October 2010.

Ayes:

Nays:

ATTEST:

George Tourville, Mayor

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 1 for City Project No. 2010-09C – Blaine Avenue Mill and Overlay

Meeting Date: October 25, 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

TJK
SAT *J*

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

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 1 for City Project No. 2010-09C – Blaine Avenue Mill and Overlay.

SUMMARY

The improvements were included as part of the 2010 Pavement Management Program. The contract was awarded in an amount of \$167,839.05 to Northwest Asphalt, Inc. on September 27, 2010.

The contractor has completed the work through October 15, 2010 in accordance with the contract plans and specifications. A five (5) percent retainage will be maintained until the project is completed.

Engineering recommends approval of Pay Voucher No. 1 in the amount of \$117,289.11 for City Project No. 2010-09C – Blaine Avenue Mill and Overlay.

TJK/kf

Attachments: Pay Voucher No. 1

CONSTRUCTION PAY VOUCHER

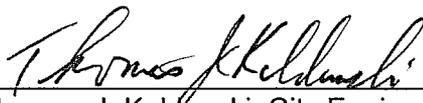
ESTIMATE NO: 1 (One)
DATE: October 15, 2010
PERIOD ENDING: October 15, 2010
CONTRACT: 2010 Pavement Management Program
PROJECT NO: 2010-09C – Blaine Avenue Mill and Overlay

TO: Northwest Asphalt, Inc.
1451 Stagecoach Road
Shakopee, MN 55379

Original Contract Amount.....\$167,839.05
Total Contract Amount.....\$167,839.05
Total Value of Work to Date.....\$123,462.22
Less Retained (5%)..... \$6,173.11
Less Previous Payment..... \$0.00
Total Approved for Payment this Voucher.....\$117,289.11
Total Payments including this Voucher.....\$117,289.11

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above stated amount for work performed through October 15, 2010.

Signed by:  October 20, 2010
Thomas J. Kaldunski, City Engineer

Signed by: _____
Northwest Asphalt, Inc. Date _____

Signed by: _____
George Tourville, Mayor October 25, 2010

**2010 PAVEMENT MANAGEMENT PROGRAM
2010-09C BLAINE AVENUE MILL AND OVERLAY
PAY ESTIMATE 1**

ITEM NO.	MN/DOT NO.	DESCRIPTION	UNITS	CONTRACT QUANTITY	QUANTITY TO DATE	UNIT PRICE	CONTRACT AMOUNT	AMOUNT TO DATE
1	2021.501	Mobilization	LS	1	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
2	2104.501	Remove Curb & Gutter	LF	530	462	\$ 6.50	\$ 3,445.00	\$ 3,003.00
3	2104.505	Remove Concrete Sidewalk	SY	300	72.2	\$ 1.00	\$ 300.00	\$ 72.20
4	2105.526	Select Topsoil Borrow (LV)	CY	20	19	\$ 25.00	\$ 500.00	\$ 475.00
5	2105.601	Subgrade Correction	CY	150	0	\$ 26.75	\$ 4,012.50	\$ -
6	2123.601	Street Sweeper With Pickup Broom	HR	5		\$ 100.00	\$ 500.00	\$ -
7	2232.501	Mill Bituminous Surface (2.5")	SY	10,569	10,569	\$ 0.85	\$ 8,983.65	\$ 8,983.65
8	2357.502	Bituminous Material for Tack Coat	GAL	528	550	\$ 2.50	\$ 1,320.00	\$ 1,375.00
9	2360.501	Type SP 12.5 Wearing Course Mixture (3,B)	TON	1598	1413.42	\$ 53.15	\$ 84,933.70	\$ 75,123.27
10	2360.602	Crack Patching along Curb	LF	660	551	\$ 6.00	\$ 3,960.00	\$ 3,306.00
11	2360.604	Miscellaneous Patching	SY	500	0	\$ 33.00	\$ 16,500.00	\$ -
12	2503.602	Furnish & Install External Chimney Seal	EA	6	9	\$ 200.00	\$ 1,200.00	\$ 1,800.00
13	2506.522	Adjust Frame & Ring Casting (New Rings)	EA	19	17	\$ 275.00	\$ 5,225.00	\$ 4,675.00
14	2521.501	4" Concrete Walk	SF	1580	650	\$ 5.35	\$ 8,453.00	\$ 3,477.50
15	2531.501	Concrete Curb & Gutter Design B618 (Hand Pour)	LF	530	462	\$ 17.50	\$ 9,275.00	\$ 8,085.00
16	2531.602	Pedestrian Curb Ramp with Truncated Domes	EA	2	2	\$ 525.00	\$ 1,050.00	\$ 1,050.00
17	2563.602	Traffic Control	LS	1	1	\$ 2,750.00	\$ 2,750.00	\$ 2,750.00
18	2575.505	Terraseeding	SY	100	115.6	\$ 20.00	\$ 2,000.00	\$ 2,312.00
19	2582.502	Linear Markings - 4" Width Latex Solid White	LF	3990	4145	\$ 0.28	\$ 1,117.20	\$ 1,160.60
20	2582.502	Linear Markings - 4" Latex Solid Double Yellow	LF	2035	2035	\$ 0.40	\$ 814.00	\$ 814.00
21	SPECIAL	Irrigation Allowance	LS	1		\$ 6,000.00	\$ 6,000.00	\$ -
22	SPECIAL	Water Usage Allowance	LS	1		\$ 500.00	\$ 500.00	\$ -

CONTRACT AMOUNT:	\$ 167,839.05
TOTAL AMOUNT TO DATE:	\$ 123,462.22
5% RETAINAGE:	\$ 6,173.11
PREVIOUS PAYMENTS:	\$ -
PAYMENT 1 TOTAL:	\$ 117,289.11

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 5 for City Project No. 2009-29 – Well No. 9, Phase 2

Meeting Date: October 25, 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

TJK
 SDF 5
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Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: Water Operating Fund and Park Acquisition and Development Fund (Alternate No. 1)

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 5 for City Project No. 2009-29 – Well No. 9, Phase 2.

SUMMARY

The contract was awarded in the base bid amount of \$440,772.90 and Alternate No. 1 in the amount of \$38,180.00 (for a total contract amount of \$478,952.90) to Burschville Construction, Inc. on October 12, 2009.

The contractor has completed the work through September 30, 2010 in accordance with the contract plans and specifications. A five (5) percent retainage will be maintained until the project is completed.

I recommend approval of Pay Voucher No. 5 in the amount of \$101,907.40 for work on City Project No. 2009-29 – Well No. 9, Phase 2.

TJK/kf

Attachment: Pay Voucher No. 5



Owner: City of Inver Grove Heights , 8150 Barbara Avenue, Inver Grove Heights,	Date: October 18, 2010
For Period: 7/28/2010 to 10/18/2010	Request No: 5
Contractor: Burschville Construction, Inc. 11440 Eighth Street NE, PO Box 65, , Hanover, MN, 55341	

CONTRACTOR'S REQUEST FOR PAYMENT

WELL NO. 9 - PHASE 2
 BONESTROO FILE NO. 000476-07005-0
 CITY PROJECT NO. 2009-29

SUMMARY

1	Original Contract Amount		\$ <u>478,952.90</u>
2	Change Order - Addition	\$ <u>0.00</u>	
3	Change Order - Deduction	\$ <u>0.00</u>	
4	Revised Contract Amount		\$ <u>478,952.90</u>
5	Value Completed to Date		\$ <u>476,723.21</u>
6	Material on Hand		\$ <u>0.00</u>
7	Amount Earned		\$ <u>476,723.21</u>
8	Less Retainage 5%		\$ <u>23,836.16</u>
9	Subtotal		\$ <u>452,887.05</u>
10	Less Amount Paid Previously		\$ <u>350,979.65</u>
11	Liquidated damages -		\$ <u>0.00</u>
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO. <u>5</u>		\$ <u><u>101,907.40</u></u>

Recommended for Approval by:

BONESTROO

Approved by Contractor:
BURSCHVILLE CONSTRUCTION, INC.

Approved by Owner:
CITY OF INVER GROVE HEIGHTS

Mayor

City Engineer

Specified Contract Completion Date:
October 31, 2010

Date:

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 5 for City Project No. 2010-09D – South Grove Urban Street Reconstruction – Area 5

Meeting Date: October 25, 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

TJK
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Fiscal/FTE Impact:

- None
- Amount included in current budget
- Budget amendment requested
- FTE included in current complement
- New FTE requested – N/A
- Other: Pavement Management Fund, Special Assessments, MSA Funds, Water Fund, Sewer Fund

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 5 for City Project No. 2010-09D – South Grove Urban Street Reconstruction – Area 5.

SUMMARY

The improvements were ordered as part of the 2010 Pavement Management Program. The contract was awarded in the amount of \$3,149,199.00 to Ryan Contracting Co. on May 3, 2010 for City Project No. 2010-09D South Grove Urban Street Reconstruction, Area 5.

The contractor has completed the work through September 30, 2010 in accordance with the contract plans and specifications. A five (5) percent retainage will be maintained until the project is completed.

I recommend approval of Payment Voucher No. 5 in the amount of \$229,906.27 for work on City Project No. 2010-09D – South Grove Urban Street Reconstruction Area 5.

TJK/kf
 Attachments: Pay Voucher No. 5

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Approving Amended Agreements dated October 25, 2010 for Sanitary Sewer to serve Praxair, Inc. from Clark Road

Meeting Date: October 25, 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

PK

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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

Resolution approving amended agreements for sanitary sewer to serve Praxair, Inc. from Clark Road.

SUMMARY

Following the construction of City Project No. 2003-03 (Southern Sanitary Sewer), the owners of Praxair, Inc. requested that a sanitary sewer lateral be extended to serve their facilities. They desired to have it constructed, because they are also planning some private sewer construction within their site at the same time. Praxair, Inc. has paid their permit fees, the permits were issued, and the work has been started.

These agreements were approved at the Council meeting on August 23, 2010; there have since been some changes. The changes include the following:

- Minor shift in sewer alignment to avoid existing Xcel infrastructure
- Granting of a public utility easements from Xcel (NSP) to the City following Xcel's format. Xcel will record agreement.
- Granting of a public utility easement from Praxair to the City following the City format
- A modification in surety from a Letter of Credit to a \$10,000 cash escrow deposit similar to the Briggs Drive sewer extension in 2009 and a \$5,000 cash escrow was provided.
- City Engineering Division will inspect the sewer construction to accept it as a public sewer after construction.
- As-built plans will be provided by Praxair

The City Attorney will assemble the executed documents to ensure they are recorded per the agreements.

I recommend approving a resolution amending agreements for sanitary sewer to serve Praxair, Inc. from Clark Road.

TJK/kf

- Attachments: Location Map
 Resolution
 Amended Improvement Agreement
 Amended Praxair, Inc. Easement Agreement
 Amended Xcel Energy Easement Agreement

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

RESOLUTION NO. _____

**RESOLUTION APPROVING AN AMENDED IMPROVEMENT AGREEMENT DATED
OCTOBER 25, 2010 RELATED TO CONSTRUCTION OF A PUBLIC LATERAL SANITARY
SEWER LINE FROM CLARK ROAD TO SERVE PRAXAIR, INC. IN INVER GROVE
HEIGHTS, DAKOTA COUNTY, MINNESOTA**

WHEREAS, Praxair, Inc. has approached the City of Inver Grove Heights requesting permission to extend a public sewer across an easement granted by Xcel Energy to serve their industrial facility; and

WHEREAS, in order to provide sanitary sewer service to properties within the plat, the Developer wishes to install a public lateral sanitary sewer line across easements granted by Praxair, Inc. and Xcel Energy within the public drainage and utility easement and private sanitary sewer service lines from Clark Road to Praxair, Inc. site at Lot 1, Block 1, Praxair Addition in the City of Inver Grove Heights pursuant to the set of plans identified in Exhibit A of the Improvement Agreement between the City and Developer dated October 25, 2010.

WHEREAS, in conjunction with the City allowing the Developer to install the public lateral sanitary sewer line and private service lines, the City has agreed to approve the Improvement Plans on the condition that the Developer enter into the attached Improvement Agreement, which contract defines the work which the Developer undertakes to complete.

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

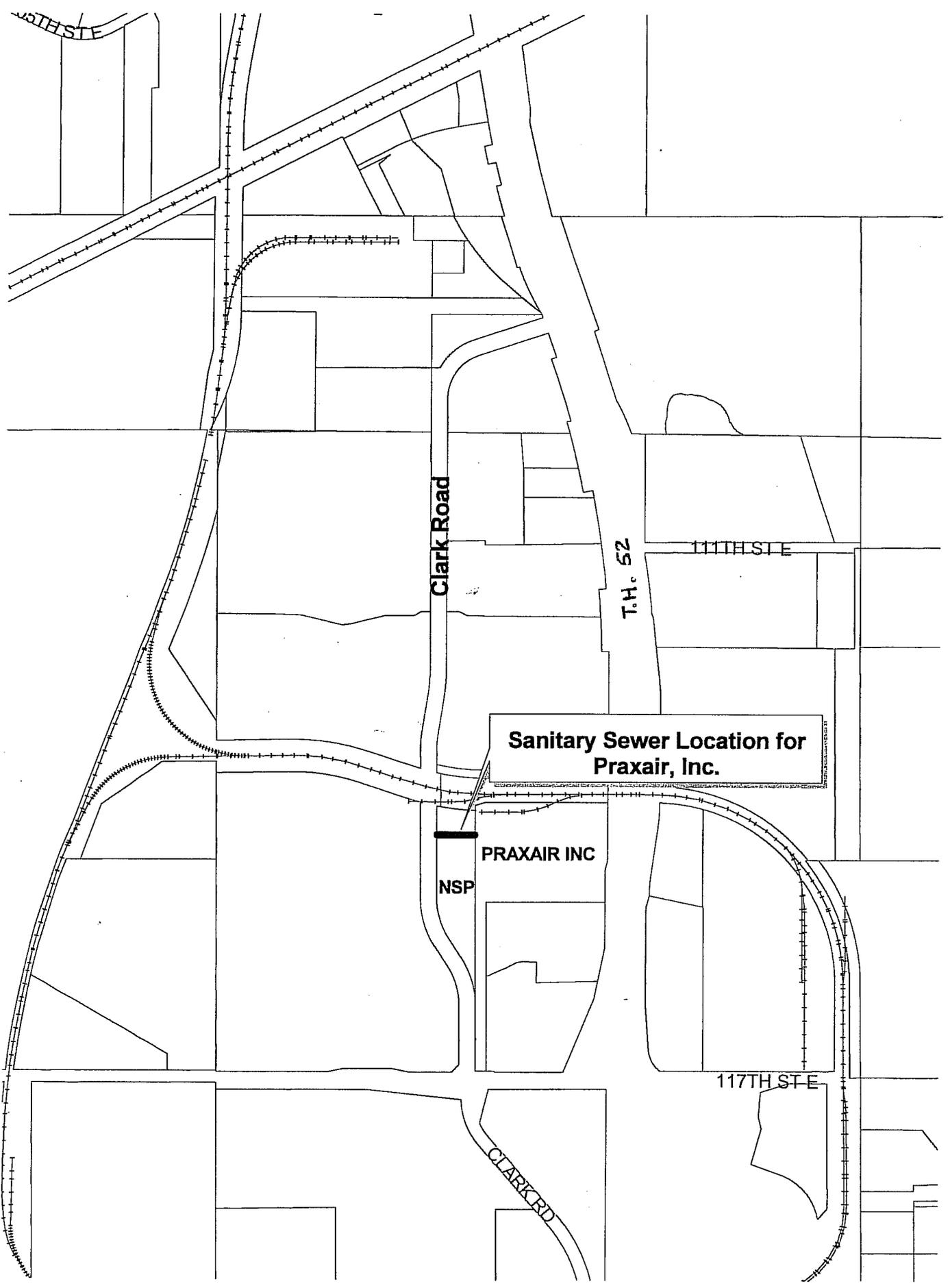
1. The City Council hereby approves the attached Amended Improvement Agreement dated October 25, 2010 related to Construction of Public Lateral Sanitary Sewer Line to Serve Praxair, Inc. at Lot 1, Block 1, Praxair Addition in Inver Grove Heights, Dakota County, Minnesota.
2. The Mayor and Deputy City Clerk are authorized to execute the attached Amended Improvement Agreement dated October 25, 2010 related to Construction of Public Lateral Sanitary Sewer Line along from Clark Road to serve Praxair, Inc. at Lot 1, Block 1, Praxair Addition in Inver Grove Heights, Dakota County, Minnesota.
3. The City Attorney is hereby authorized to record the public drainage and utility easements across the lands owned by Xcel Energy and Praxair, Inc. as outlined in the attached documents.

Passed this 25th day of October, 2010.

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk



Sanitary Sewer Location for Praxair, Inc.

Clark Road

T.H. 52

117TH STE

PRAXAIR INC

NSP

117TH STE

CLARK RD

IMPROVEMENT AGREEMENT

FOR

**LOT 1, BLOCK 1,
PRAXAIR ADDITION**

**CITY OF INVER GROVE HEIGHTS
IMPROVEMENT AGREEMENT
FOR LOT 1, BLOCK 1
PRAXAIR ADDITION**

THIS AGREEMENT, made and entered into on the 23rd day of August, 2010 by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter called the City), and Developer identified herein.

RECITALS:

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

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

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

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

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

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

ARTICLE 1
DEFINITIONS

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

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

1.3 Owner. "Owner" means Praxair, Inc., a Delaware corporation, and its successors

and assigns.

1.4 Developer. "Developer" means Praxair, Inc., a Delaware corporation, and its successors and assigns.

1.5 Subject Property. "Subject Property" means the following real property located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

Lot 1, Block 1, PRAXAIR ADDITION,

EXCEPT

That part of Lot 1, Block 1, PRAXAIR ADDITION, shown as Parcel 433G on Minnesota Department of Transportation Right of Way Plat Numbered 19-141 as the same is on file and of record in the office of the County Recorder and Registrar of Titles in and for Dakota County, Minnesota., according to the recorded plat thereof and situate in Dakota County, Minnesota.

(part abstract property and part Torrens property, Certificate No. 129372)

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

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

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

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

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

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

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

- a.) Minnesota Department of Transportation
- b.) Dakota County

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

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

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

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

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

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

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

- a.) failure by the Developer to timely pay the City any money required to be paid under the Improvement Agreement;
- b.) failure by the Developer to timely construct the Developer Improvements according to the Development Plans and the City standards and specifications;
- c.) failure by the Developer to observe or perform any covenant, condition,

obligation or agreement on its part to be observed or performed under this Improvement Agreement;

- d.) breach of the Developer Warranties.

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

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

- A. Authority.** Developer has the right, power, legal capacity and authority to enter into and perform its obligations under this Improvement Agreement, and no approvals or consents of any persons are necessary in connection with the authority of Developer to enter into and perform its obligations under this Improvement Agreement.
- B. No Default.** Developer is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this Improvement Agreement. Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this Improvement Agreement by Developer or prohibit any of the transactions provided for in this Improvement Agreement.
- C. Present Compliance With Laws.** Developer has complied with and to the best of its knowledge is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Subject Property and the Development Plans and the Developer Improvements; and Developer is not aware of any pending or threatened claim of any such violation.
- D. Continuing Compliance With Laws.** Developer will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Development Plans and the Developer Improvements.
- E. No Litigation.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or to the best knowledge of Developer threatened against or affecting Developer or the Subject Property or the

Development Plans or the Developer Improvements. Developer is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.

- F. **Full Disclosure.** None of the representations and warranties made by Developer or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Developer or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- G. **Warranty On Proper Work and Materials.** The Developer warrants all work required to be performed by it under this Improvement Agreement against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the City. With respect to matters covered by the warranty, the Developer shall be solely responsible for all costs of performing repair work arising within said two (2) year period required by the City within sixty (60) days of notification. There are no express warranties by Developer other than those specified in this Article 1. No warranties by Developer will be implied or otherwise created under the Uniform Commercial Code, including warranty of merchantability and warranty of fitness for a particular service.
- H. **Obtaining Permits.** The Developer shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the Developer Improvements may be lawfully constructed.
- I. **Fee Title.** Owner owns fee title to the Subject Property.

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

- A. **Organization.** City is a municipal corporation duly incorporated and validly existing in good standing the laws of the State of Minnesota.
- B. **Authority.** City has the right, power, legal capacity and authority to enter into and perform its obligations under this Improvement Agreement.

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

If to City: City of Inver Grove Heights

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

**If to Developer
and Owner:**

Praxair, Inc.
Attention: Facility Manager
11499 Courthouse Boulevard
Inver Grove Heights, MN 55077

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

ARTICLE 2
APPROVAL OF DEVELOPMENT PLANS

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

2.2 Recording of Improvement Agreement. The Developer shall record the Improvement Agreement with the County Recorder.

ARTICLE 3
DEVELOPER IMPROVEMENTS

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

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

3.3 Drainage Plan and Easements. The Developer shall construct drainage facilities

adequate to serve the Subject Property in accordance with the Development Plans. The Developer agrees to grant to the City all necessary easements for the preservation of the drainage system, for drainage basins and for utility service. All such easements required by the City shall be on the Subject Property and in writing, in recordable form; such easements shall be delivered to the City contemporaneously with execution of this Improvement Agreement.

3.4 Erosion Control. The Developer shall be responsible for all damage caused as the result of any grading and excavation within the Subject Property including, but not limited to, restoration of existing control structures and clean-up of public right-of-way until improvements are completed. The City reserves the right to perform any necessary erosion control or restoration as required, if requirements are not complied with after Formal Notice by the City as stated in Article 12. The Developer shall be financially responsible for payment for this extra work.

ARTICLE 4 **OTHER PERMITS**

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

ARTICLE 5 **OTHER DEVELOPMENT REQUIREMENTS**

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

ARTICLE 6 **DEVELOPER PUBLIC IMPROVEMENTS**

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

6.2 Construction. The construction, installation, materials and equipment related to Developer Public Improvements shall be in accord with the Development Plans. The Developer shall cause the contractors to furnish the PWD a written schedule of proposed operations, subcontractors and material suppliers, at least five (5) days prior to commencement of construction

work. The Developer shall notify the City in writing, coordinate and hold a pre-construction conference with all affected parties at least three (3) days prior to starting construction of any Developer Public Improvements.

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

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

6.5 City Acceptance. The Developer shall give Formal Notice to the City within thirty (30) days once Developer Public Improvements have been completed in accord with this Development Contract and the ordinances, City standards and specifications and the Development Plans. The City shall then inspect the Developer Public Improvements and notify the Developer of any Developer Public Improvements that do not so conform. Upon compliance with this Development Contract and City ordinances, standards and specifications, and the Development Plans, the Developer Public Improvements shall become the property of the City upon Formal Notice of acceptance by the City. After acceptance, the Developer Public Improvements become the property of the City, and the Developer shall have no responsibility with respect to maintenance of the Developer Public Improvements except as provided in Section 1.19(G). If the Developer Public Improvements do not conform, Formal Notice shall be given to the Developer of the need for repair or replacement or, in its discretion, the City may proceed under Article 12.

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

1. As built plan prepared and signed by a registered engineer or registered land surveyor, in an electronic format.

2. Final as-built information shall be submitted in an electronic format compatible with the City's Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are AUTOCAD 2000 .DWG or .DXF files on compact disk. As-built drawings shall also be scanned and stored as images in .TIFF files on compact disk.

ARTICLE 7 **RESPONSIBILITY FOR COSTS**

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

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

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

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

ARTICLE 8 **DEVELOPER WARRANTIES**

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

ARTICLE 9 **CITY WARRANTIES**

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

ARTICLE 10 **INDEMNIFICATION OF CITY**

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

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

ARTICLE 11
CITY REMEDIES UPON DEVELOPER DEFAULT

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

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

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

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

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

any and all costs incurred by the City. In the alternative, the City may, in whole or in part, specially assess the costs and expenses incurred by the City; and the Developer hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the Subject Property. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 12 **ESCROW DEPOSIT**

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

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

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

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

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

12.2 Escrow Release and Escrow Increase; Developer Improvements.

Periodically, upon the Developer's written request and upon completion by the Developer and acceptance by the City of any specific Developer Improvements, ninety percent (90%) of that portion of the cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the cash deposit, for those specific completed improvements shall be held until acceptance by the City and expiration of the warranty period under Section 1.19(G) hereof; in the alternative, the Developer may post a bond satisfactory to the City with respect to the final ten percent (10%).

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

ARTICLE 13 **MISCELLANEOUS**

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

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

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

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

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

13.6 Amendment and Waiver. The parties hereto may by mutual written agreement

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

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

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

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

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

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

13.12 Consent. The Owner hereby consents to the recording of this Improvement Agreement.

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 25th day of October, 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

EXHIBIT A

LIST OF IMPROVEMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
1.) Waste Water Sewer Modifications	7/14/10	Praxair Business Confidential

EXHIBIT B

DEVELOPER IMPROVEMENTS

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

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

CHECKED

COMPLETION DATE

IMPROVEMENT

X Public

11/15/10

sanitary sewer utilities
(8 inch pipes);
Sanitary sewer manhole on
Clark Road; and
Sanitary sewer manhole on
Subject Property

EXHIBIT C

**MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY**

- 1.) **CONDITIONS TO BE SATISFIED BEFORE DEVELOPER BEGINS CONSTRUCTION ACTIVITY.** Before the Developer begins construction activity upon the Subject Property, all of the following conditions must be satisfied by Developer and Owner:
- a.) Developer and Owner must execute this Improvement Agreement.
 - b.) Developer must provide to the City of Inver Grove Heights the cash deposit escrow for Developer Improvements stated on Exhibit D of the Improvement Agreement.
 - c.) Developer must provide to the City of Inver Grove Heights the cash deposit for inspection fees stated on Exhibit D of the Improvement Agreement.
 - d.) Developer must fully pay the City of Inver Grove Heights for engineering review fees in the amount of \$1,000. Additionally, Developer must fully pay the City of Inver Grove Heights for all planning and legal fees that have been incurred up to the date of this Improvement Agreement; and Developer must further escrow with the City an amount determined by the City of Inver Grove Heights for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit D.
 - e.) Developer or contractor performing construction services on behalf of the Developer shall provide a Certificate of Insurance naming the City as an additional insured as stated in paragraph 6 of this Exhibit C.
 - f.) Developer and Owner must execute a Permanent Drainage and Utility Easement for the Subject Property. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
 - g.) Developer and Owner must obtain and deliver to the City a Sanitary Sewer Easement from Northern States Power Company (a/k/a Xcel Energy) to the City of Inver Grove Heights over the property owned by Northern States Power Company (a/k/a Xcel Energy) substantially in the form attached hereto as Exhibit E.
 - h.) All of the following documents have been recorded and evidence of recording has been provided to the City:
 - Improvement Agreement
 - Sanitary Sewer Easement from Northern States Power Company (a/k/a Xcel Energy) to the City
 - Sanitary Sewer Easement from Praxair, Inc. to the City

- 2.) **CONDITIONS TO BE SATISFIED BEFORE THE DEVELOPER MAY HOOK-UP TO THE CITY SANITARY SEWER.** Before the Developer may hook-up to the City sanitary sewer, and in any event, no later than **November 15, 2010**, the following conditions must be satisfied by Developer and Owner:
- a.) All the conditions in Paragraph 1 of this Exhibit C have been met.
 - b.) The public and private sanitary sewer pipes must be installed by the Developer and inspected and approved by the City.
 - c.) Developer must pay to the City the sanitary sewer connection charges as stated in paragraph 4 of this Exhibit C.
- 3.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amount stated on Exhibit D shall include an appropriate amount as determined by the Director of Public Works to assure that the Developer removes any construction debris from streets adjoining the Subject Property and from private properties that adjoin the Subject Property. During the construction within the Subject Property the Developer is responsible for removing any construction debris (including paper wrappings, construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into City streets or that may fall from delivery trucks onto adjoining private properties or City streets.
- 4.) **SANITARY SEWER CONNECTION FEE.** Developer shall pay to the City a sanitary sewer connection fee according to the formula adopted by City ordinance. Developer will not be allowed to hook-up to the City sanitary sewer until the sanitary sewer connection fee has been paid.
- 5.) **MAINTENANCE OF PUBLIC AND PRIVATE UTILITIES.** All sanitary sewer utilities constructed within the existing City easements will become public sanitary sewer utilities upon completion of installation and acceptance of the sanitary sewer utilities by the City. The sanitary sewer utilities accepted by the City as public sanitary sewer utilities will be maintained by the City. The sanitary sewer utilities constructed outside of the existing City easements will remain private sanitary sewer utilities and will be maintained by the Owner.
- 6.) **CERTIFICATE OF INSURANCE.** Developer or contractor performing construction services on behalf of Developer shall obtain a Certificate of Insurance naming the City of Inver Grove Heights as an additional insured. The Certificate of Insurance shall be provided to the City prior to any construction commencing on the Subject Property.

EXHIBIT D
ESCROW CALCULATION

DEVELOPER IMPROVEMENTS

1.)	Sanitary Sewer Utilities	\$3,000
2.)	Construction debris clean up	\$1,000
3.)	As-Built (Public Sanitary Sewer Utilities)	\$4,000
SUBTOTAL:		\$8,000
<u>MULTIPLIED BY:</u>		x 1.25
EQUALS:		\$10,000
ESCROW AMOUNT:		\$10,000

EXHIBIT D
ESCROW CALCULATION

(Continued)

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

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

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

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

- a.) The City has previously accepted the Developer Improvements; and
- c.) The Letter of Credit for the Developer Improvements has expired or the Letter of Credit for the Developer Improvements has been reduced to ten percent (10%) or less of its original amount.

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

- a.) The expiration of the warranty period under Section 1.19(G) of this Improvement Agreement.

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

EXHIBIT E

**SANITARY SEWER EASEMENT BETWEEN
NORTHERN STATES POWER COMPANY (A/K/A XCEL ENERGY)
AND THE CITY OF INVER GROVE HEIGHTS**

SANITARY SEWER EASEMENT

THIS INSTRUMENT is made by Northern States Power Company, a Minnesota corporation, d/b/a/ Xcel Energy, Grantor, in favor of the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, Grantee.

Recitals

A. Grantor is the fee owner of the following described property in Dakota County, Minnesota (the "Property"):

The West 1600 feet of the South Five (5) acres of the Northwest Quarter;

All of the said above described real estate lying and being in Section 34, Township 27, Range 22, according to the U.S. Government Survey thereof.

(Part of Torrens Certificate No. 146157)

B. Grantor desires to grant to the Grantee an easement, according to the terms and conditions contained herein.

Terms of Easement

1. Grant of Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to the Grantee the following easement legally described as follows and depicted on Exhibit A attached hereto:

A perpetual, non-exclusive easement for sanitary sewer purposes over, under, across and through that part of the Property described as follows:

A strip of land 25.00 feet in width over that part of the Property, the centerline of which is described as follows:

Commencing at the southwest corner of said South Half of the Northwest Quarter of Section 34, Township 27, Range 22, Dakota County, Minnesota; thence

northerly, along the west line of said South Half of the Northwest Quarter a distance of 149.00 feet; thence easterly, deflecting to the right 90 degrees 46 minutes 25 seconds, a distance of 1348.50 feet to the point of beginning of the centerline to be described; thence northeasterly, deflecting to the left 10 degrees 08 minutes 34 seconds, a distance of 201.00 feet; thence southeasterly, deflecting to the right 28 degrees 36 minutes 14 seconds, to the west line of Lot 1 Block 1, PRAXAIR ADDITION, according to the recorded plat thereof, said Dakota County and said centerline there terminating. As shown on Exhibit "A" attached hereto and made a part hereof.

The sidelines of said strip are to be prolonged or shortened so as to terminate on the west line of said Lot 1.

2. Scope of Easement. The perpetual sanitary sewer easement granted herein includes the right of the Grantee, its contractors, agents, and employees to enter the premises at all reasonable times for the purpose of locating, constructing, reconstructing, operating, maintaining, inspecting, altering and repairing storm, sanitary sewer and water facilities and ground surface drainage ways in the described easement area..

The easement granted herein also includes the right to cut, trim, or remove from the easement areas trees, shrubs, or other vegetation as in the Grantee's judgment unreasonably interfere with the easement or facilities of the Grantee, its successors or assigns.

3. Reservation of Rights. Grantor reserves the right to use the easement area for any purposes as long as such use does not materially interfere with the use of the easement area by Grantee in accordance with this agreement.

4. Indemnification. Grantee shall indemnify, defend and hold harmless Grantor from and against any and all losses, claims, actions, damages, liabilities, penalties, fines or expenses, of any nature whatsoever, including, without limitation, reasonable attorneys' fees and costs, injury to person, the death of any person, or damages to property arising from the use of the easement area or adjoining areas, or from any activities contemplated by this agreement, if the same shall in any way be connected with or result from the exercise by Grantee, it agents, contractors, employees or others of the rights granted herein. Nothing herein shall be deemed a waiver by Grantee of the limitations on liabilities set forth in Minnesota Statutes, Chapter 466; and Grantee will not be obligated to indemnify Grantor for any amounts in excess of the limitations set forth in Minnesota Statutes, Chapter 466, less any amounts Grantee is required to pay on behalf of itself, its officers, agents or employees, for claims arising out of the same occurrence.

5. Restoration. Following any work, construction, or other activity undertaken by Grantee on said Property pursuant hereto, Grantee shall at its own expense restore said Property to as near its previous condition as reasonably possible. Grantee shall, at its own expense, replace, repair, or restore any fencing removed or damaged in the course of said work, and Grantee agrees to pay for any damages occasioned by the construction, operation, maintenance or repair of Grantee's

facilities and drainage ways.

6. Compliance with Laws. Grantee, in its use of said property, shall comply with all applicable laws, codes, ordinances and regulations.

7. Termination. In the event Grantee shall at any time discontinue the use of the property for the purposes herein specified, then and in such event this agreement, and the easement granted herein, and all rights and privileges hereunder, shall terminate, excepting that the provisions of paragraph 4 shall remain in force and effect as to any incident occurring prior to the date of termination. Upon such termination, Grantor shall file of record a release of this easement agreement. Grantee shall have ninety (90) days after such termination to remove the utility and drainage facilities place upon the easement area and complete restoration as described above.

8. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Grantor, its successors and assigns.

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

STATE DEED TAX DUE HEREON: NONE

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

NORTHERN STATES POWER COMPANY

By _____
Judy M. Proferl
President and CEO
Northern States Power Company,
a Minnesota corporation, d/b/a Xcel Energy

By _____
Patrice D. Blaeser
Assistant Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by Judy M. Poferl and Patrice D. Blaeser, the President and CEO and Assistant Secretary, respectively, of Northern States Power Company, a Minnesota corporation d/b/a Xcel Energy on behalf of the corporation.

Notary Public

This instrument was drafted by: BJA
Northern States Power Company
414 Nicollet Mall, Minneapolis, MN 55401
Torrens
2009.335

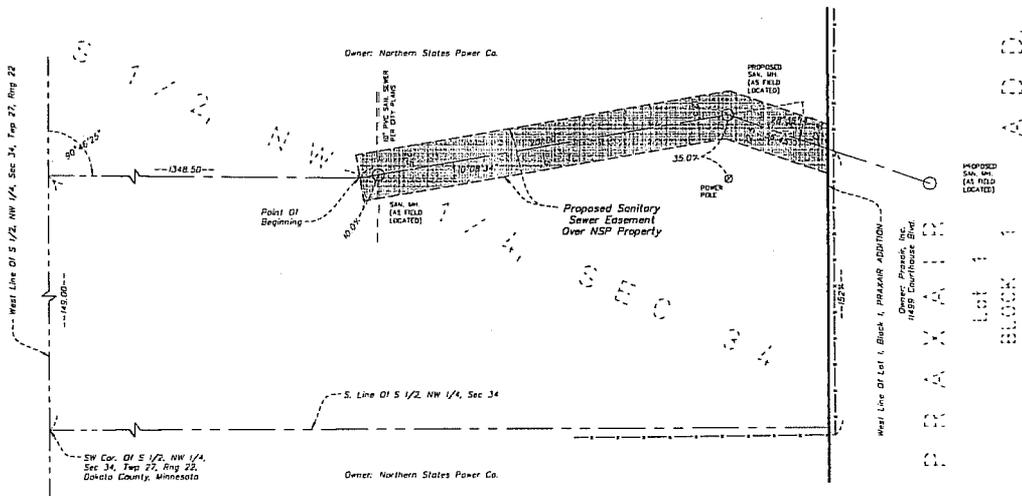
EXHIBIT A

Proposed Sanitary Sewer Easement over the NSP Property (October 1, 2010)

An easement for sanitary sewer purposes over, under and across that part of the South Half of the Northwest Quarter of Section 34, Township 27 North, Range 22 West, Dakota County, Minnesota, said easement being a 25.00 foot wide strip of land, the center line of which is described as follows:

Commencing at the southwest corner of said South Half of the Northwest Quarter; thence northerly, along the west line of said South Half of the Northwest Quarter, a distance of 149.00 feet; thence easterly, deflecting to the right 90 degrees 46 minutes 25 seconds, a distance of 1348.50 feet to the point of beginning of the center line to be described; thence northeasterly, deflecting to the left 10 degrees 00 minutes 34 seconds, a distance of 201.00 feet; thence southeasterly, deflecting to the right 28 degrees 36 minutes 14 seconds, to the west line of Lot 1, Block 1, PRAXAIR ADDITION, according to the recorded plat thereof, said Dakota County and said center line there terminating.

The sidelines of said strip are to be prolonged or shortened so as to terminate on the west line of said Lot 1.



PRAXAIR

Liver Grove Heights, Minnesota

PRAXAIR, INC.
11195 Coonroad Southwest,
Liver Grove Heights, MN 55047

LOUCKS ASSOCIATES

Professional Surveyors

1501 1st Street, Suite 100
Liver Grove Heights, Minnesota 55047
Phone: 763-433-1111
Fax: 763-433-1112
www.loucks.com

Project: Proposed Sanitary Sewer Easement
Date: 10/1/2010
Scale: As Shown
Sheet No. 00-728A
Sheet 1 of 2

SANITARY SEWER EASEMENT

THIS INSTRUMENT is made by Praxair, Inc., a Delaware corporation, Grantor, in favor of the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, Grantee.

Recitals

A. Grantor is the fee owner of the following described property in Dakota County, Minnesota (the "Property"):

That part of the North Half of the Southwest Quarter of Section 34, Township 27, Range 22 lying between the East line of the West 1600 feet of said North Half of the Southwest Quarter and the West line of Block 1, Henry Addition and lying South of the extension Westerly of the South line of Outlot A, HENRY ADDITON; and Outlot A, HENRY ADDITON; and that part of said North Half of the Southwest Quarter lying East of the West 1600 feet of said North half of the Southwest Quarter, lying West of the West line of said Outlot A and lying between the extensions Westerly of the North and South lines of said Outlot A; and that part of said North Half of the Southwest Quarter lying between the East line of West 1600 feet of said North Half of the Southwest Quarter and the West right-of-way line of U.S. Highway No. 52 and lying North of the North line of said Outlot A and its extension Westerly; and that part of the South 5 acres of the Northwest Quarter of said Section lying between the East line of the West 1600 feet of said Northwest Quarter and the West right-of-way line of U.S. Highway No. 52.

(Certificate of Title Number 121324)

That part of the South Half of the Northwest Quarter of Section 34, Township 27, Range 22 lying between the East line of the West 1600 feet of said South Half of the Northwest Quarter and the West right-of-way line of U.S. Highway No. 52, lying North of the of the South 5.00 acres of said Northwest Quarter, lying Southerly of a line which is parallel with and 150.00 feet South of the South line of GAINNEY ADDITION, according to the recorded plat thereof, and lying Southeasterly of the following described line:

Commencing at a point on the East line of said West 1600 feet distant 150.00 feet South of the South line of said GAINNEY ADDITION; thence East, parallel with the South line of said GAINNEY ADDITION, 65.00 feet to the point of beginning of the line to be described; thence Southwesterly to a point of the East line of said West 1600 feet distant 20.00 feet South of the point of beginning and there terminating.

B. Grantor desires to grant to the Grantee an easement, according to the terms and conditions contained herein.

Terms of Easement

1. Grant of Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to the Grantee the following easement legally described as follows and depicted on Exhibit A attached hereto:

A perpetual, non-exclusive easement for sanitary sewer purposes over, under, across and through that part of the Property described as follows:

A strip of land 25.00 feet in width over that part of the Property, the centerline of which is described as follows:

Commencing at the southwest corner of the South Half of the Northwest Quarter of Section 34, Township 27 North, Range 22 West, said Dakota County; thence northerly, along the west line of said South Half of the Northwest Quarter, a distance of 149.00 feet; thence easterly, deflecting to the right 90 degrees 46 minutes 25 seconds, a distance of 1348.50 feet; thence northeasterly, deflecting to the left 10 degrees 08 minutes 34 seconds, a distance of 201.00 feet; thence southeasterly, deflecting to the right 28 degrees 36 minutes 14 seconds, to the west line of said Lot 1 and the point of beginning of the center line to be described; thence deflecting to the right 0 degrees 00 minutes 00 seconds, a distance of 68.00 feet and said center line there terminating.

The sidelines of said strip are to be prolonged or shortened so as to begin on the west line of said Lot 1.

2. Scope of Easement. The perpetual sanitary sewer easement granted herein includes the right of the Grantee, its contractors, agents, and employees to enter the premises at all reasonable times for the purpose of locating, constructing, reconstructing, operating, maintaining, inspecting, altering and repairing storm, sanitary sewer and water facilities and ground surface drainage ways in the described easement area..

The easement granted herein also includes the right to cut, trim, or remove from the easement areas trees, shrubs, or other vegetation as in the Grantee's judgment unreasonably interfere with the easement or facilities of the Grantee, its successors or assigns.

3. Reservation of Rights. Grantor reserves the right to use the easement area for any purposes as long as such use does not materially interfere with the use of the easement area by Grantee in accordance with this agreement.
4. Indemnification. Grantee shall indemnify, defend and hold harmless Grantor from and against any and all losses, claims, actions, damages, liabilities, penalties, fines or expenses, of any nature whatsoever, including, without limitation, reasonable attorneys' fees and costs, injury to person, the death of any person, or damages to property arising from the use of the easement area or adjoining areas, or from any activities contemplated by this agreement, if the same shall in any way be connected with or result from the exercise by Grantee, its agents, contractors, employees or others of the rights granted herein. Nothing herein shall be deemed a waiver by Grantee of the limitations on liabilities set forth in Minnesota Statutes, Chapter 466; and Grantee will not be obligated to indemnify Grantor for any amounts in excess of the limitations set forth in Minnesota Statutes, Chapter 466, less any amounts Grantee is required to pay on behalf of itself, its officers, agents or employees, for claims arising out of the same occurrence.
5. Restoration. Following any work, construction, or other activity undertaken by Grantee on said Property pursuant hereto, Grantee shall at its own expense restore said Property to as near its previous condition as reasonably possible. Grantee shall, at its own expense, replace, repair, or restore any fencing removed or damaged in the course of said work, and Grantee agrees to pay for any damages occasioned by the construction, operation, maintenance or repair of Grantee's facilities and drainage ways.
6. Compliance with Laws. Grantee, in its use of said property, shall comply with all applicable laws, codes, ordinances and regulations.
7. Termination. In the event Grantee shall at any time discontinue the use of the property for the purposes herein specified, then and in such event this agreement, and the easement granted herein, and all rights and privileges hereunder, shall terminate, excepting that the provisions of paragraph 4 shall remain in force and effect as to any incident occurring prior to the date of termination. Upon such termination, Grantor shall file of record a release of this easement agreement. Grantee shall have ninety (90) days after such termination to remove the utility and drainage facilities placed upon the easement area and complete restoration as described above.
8. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Grantor, its successors and assigns.
9. Counterparts. This Sanitary Sewer Easement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

STATE DEED TAX DUE HEREON: NONE

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CITY OF INVER GROVE HEIGHTS

By _____
George Tourville, Mayor

ATTEST:

By _____
Melissa Rheume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 25th day of October, 2010, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheume, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

This instrument was drafted by: JMM
Praxair, Inc.
175 East Park Drive, Tonawanda, NY 14150

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SANITARY SEWER EASEMENT

THIS INSTRUMENT is made by Northern States Power Company, a Minnesota corporation, d/b/a/ Xcel Energy, Grantor, in favor of the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, Grantee.

Recitals

A. Grantor is the fee owner of the following described property in Dakota County, Minnesota (the "Property"):

The West 1600 feet of the South Five (5) acres of the Northwest Quarter;

All of the said above described real estate lying and being in Section 34, Township 27, Range 22, according to the U.S. Government Survey thereof.

(Part of Torrens Certificate No. 146157)

B. Grantor desires to grant to the Grantee an easement, according to the terms and conditions contained herein.

Terms of Easement

1. Grant of Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to the Grantee the following easement legally described as follows and depicted on Exhibit A attached hereto:

A perpetual, non-exclusive easement for sanitary sewer purposes over, under, across and through that part of the Property described as follows:

A strip of land 25.00 feet in width over that part of the Property, the centerline of which is described as follows:

Commencing at the southwest corner of said South Half of the Northwest Quarter

of Section 34, Township 27, Range 22, Dakota County, Minnesota; thence northerly, along the west line of said South Half of the Northwest Quarter a distance of 149.00 feet; thence easterly, deflecting to the right 90 degrees 46 minutes 25 seconds, a distance of 1348.50 feet to the point of beginning of the centerline to be described; thence northeasterly, deflecting to the left 10 degrees 08 minutes 34 seconds, a distance of 201.00 feet; thence southeasterly, deflecting to the right 28 degrees 36 minutes 14 seconds, to the west line of Lot 1 Block 1, PRAXAIR ADDITION, according to the recorded plat thereof, said Dakota County and said centerline there terminating. As shown on Exhibit "A" attached hereto and made a part hereof.

The sidelines of said strip are to be prolonged or shortened so as to terminate on the west line of said Lot 1.

2. Scope of Easement. The perpetual sanitary sewer easement granted herein includes the right of the Grantee, its contractors, agents, and employees to enter the premises at all reasonable times for the purpose of locating, constructing, reconstructing, operating, maintaining, inspecting, altering and repairing storm, sanitary sewer and water facilities and ground surface drainage ways in the described easement area..

The easement granted herein also includes the right to cut, trim, or remove from the easement areas trees, shrubs, or other vegetation as in the Grantee's judgment unreasonably interfere with the easement or facilities of the Grantee, its successors or assigns.

3. Reservation of Rights. Grantor reserves the right to use the easement area for any purposes as long as such use does not materially interfere with the use of the easement area by Grantee in accordance with this agreement.

4. Indemnification. Grantee shall indemnify, defend and hold harmless Grantor from and against any and all losses, claims, actions, damages, liabilities, penalties, fines or expenses, of any nature whatsoever, including, without limitation, reasonable attorneys' fees and costs, injury to person, the death of any person, or damages to property arising from the use of the easement area or adjoining areas, or from any activities contemplated by this agreement, if the same shall in any way be connected with or result from the exercise by Grantee, it agents, contractors, employees or others of the rights granted herein. Nothing herein shall be deemed a waiver by Grantee of the limitations on liabilities set forth in Minnesota Statutes, Chapter 466; and Grantee will not be obligated to indemnify Grantor for any amounts in excess of the limitations set forth in Minnesota Statutes, Chapter 466, less any amounts Grantee is required to pay on behalf of itself, its officers, agents or employees, for claims arising out of the same occurrence.

5. Restoration. Following any work, construction, or other activity undertaken by Grantee on said Property pursuant hereto, Grantee shall at its own expense restore said Property to as near its previous condition as reasonably possible. Grantee shall, at its own expense, replace,

repair, or restore any fencing removed or damaged in the course of said work, and Grantee agrees to pay for any damages occasioned by the construction, operation, maintenance or repair of Grantee's facilities and drainage ways.

6. Compliance with Laws. Grantee, in its use of said property, shall comply with all applicable laws, codes, ordinances and regulations.

7. Termination. In the event Grantee shall at any time discontinue the use of the property for the purposes herein specified, then and in such event this agreement, and the easement granted herein, and all rights and privileges hereunder, shall terminate, excepting that the provisions of paragraph 4 shall remain in force and effect as to any incident occurring prior to the date of termination. Upon such termination, Grantor shall file of record a release of this easement agreement. Grantee shall have ninety (90) days after such termination to remove the utility and drainage facilities place upon the easement area and complete restoration as described above.

8. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Grantor, its successors and assigns.

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

STATE DEED TAX DUE HEREON: NONE

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IN WITNESS WHEREOF, each party to this instrument has caused it to be executed as of this _____ day of _____, 2010.

CITY OF INVER GROVE HEIGHTS

By _____
George Tourville, Mayor

ATTEST:

By _____
Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 25th day of October, 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

NORTHERN STATES POWER COMPANY

By _____
Judy M. Proferl
President and CEO
Northern States Power Company,
a Minnesota corporation, d/b/a Xcel Energy

By _____
Patrice D. Blaeser
Assistant Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by Judy M. Poferl and Patrice D. Blaeser, the President and CEO and Assistant Secretary, respectively, of Northern States Power Company, a Minnesota corporation d/b/a Xcel Energy on behalf of the corporation.

Notary Public

This instrument was drafted by: BJA
Northern States Power Company
414 Nicollet Mall, Minneapolis, MN 55401
Torrens
2009.335

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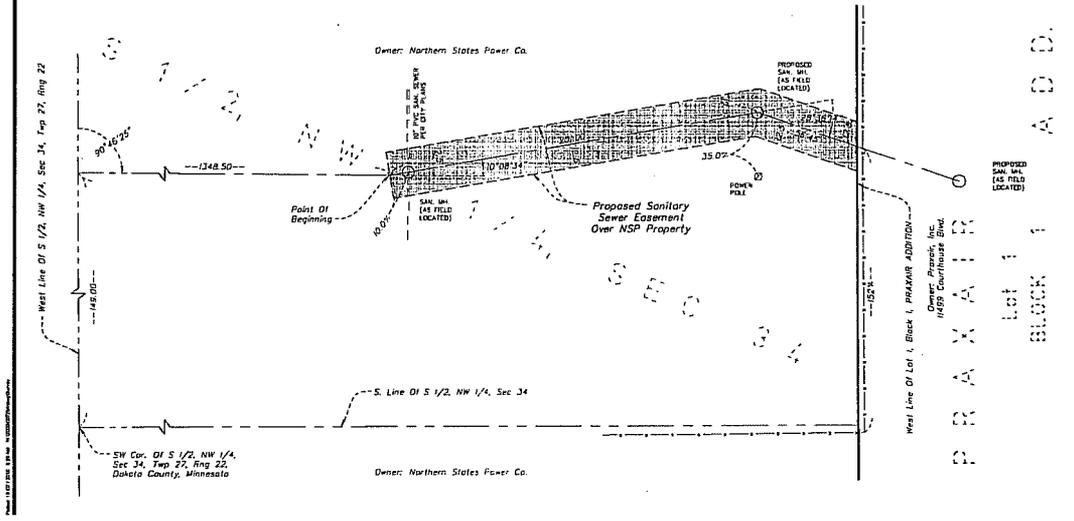
EXHIBIT A

Proposed Sanitary Sewer Easement over the NSP Property (October 1, 2010)

An easement for sanitary sewer purposes over, under and across that part of the South Half of the Northwest Quarter of Section 34, Township 27 North, Range 22 West, Dakota County, Minnesota, said easement being a 25.00 foot wide strip of land, the center line of which is described as follows:

Commencing at the southwest corner of said South Half of the Northwest Quarter; thence northerly, along the west line of said South Half of the Northwest Quarter, a distance of 148.00 feet; thence easterly, deflecting to the right 80 degrees 46 minutes 25 seconds, a distance of 1348.50 feet to the point of beginning of the center line to be described; thence northeasterly, deflecting to the left 10 degrees 03 minutes 34 seconds, a distance of 201.00 feet; thence southeasterly, deflecting to the right 28 degrees 36 minutes 14 seconds, to the west line of Lot 1, Block 1, PRAXAIR ADDITION, according to the recorded plat thereof, said Dakota County and said center line there terminating.

The sidelines of said strip are to be prolonged or shortened so as to terminate on the west line of said Lot 1.



PRAXAIR

Inver Grove Heights, Minnesota

PRAXAIR, INC.
11919 Cassin Road
Inver Grove Heights, MN 55127

LOUCKS ASSOCIATES

Professional Surveyors

11000 Highway 100, Suite 100
Inver Grove Heights, MN 55127
Phone: 612-251-1100
Fax: 612-251-1101
www.loucks.com

PROPOSED SANITARY SEWER EASEMENT

OWNER: PRAXAIR, INC.
NSP CHAIRMANSHIP EASEMENT

DATE: 10/1/2010

PROJECT NO.: 00-726A

SHEET 1 OF 2

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 1, Engineer's Final Report and Resolution Accepting Work for City Project No. 2010-14 – 2010 Storm Water Facility Maintenance Program – Zone 2

Meeting Date: October 25, 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

TJK
SDT OS

Fiscal/FTE Impact:

- None
- Amount included in current budget
- Budget amendment requested
- FTE included in current complement
- New FTE requested – N/A
- Other: Street Maintenance Budget, Pavement Management Fund

PURPOSE/ACTION REQUESTED:

Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 1, Engineer's Final Report and Resolution Accepting Work for City Project No. 2010-14 - Zone 2, 2010 Storm Water Facility Maintenance Program.

SUMMARY

The improvements were ordered as part of the 2010 Storm Water Facility Maintenance Program – Zone 2. The contract was awarded in the amount of \$43,559.00 to Scherff Excavating on September 13, 2010.

Change Order No. 1 is to balance value of work completed and total payments made to the contractor and accounts for miscellaneous increases in the contract quantities. Change Order No. 1 will be funded through the Pavement Management Fund.

I recommend approval of Final Compensating Change Order No. 1 in the amount of \$345.00 (for a revised contract amount of \$43,904.60), Final Pay Voucher No. 1 in the amount of \$43,904.60, Engineer's Final Report and a resolution accepting work for City Project No. 2010-14 – 2010 Storm Water Facility Maintenance Program – Zone 2.

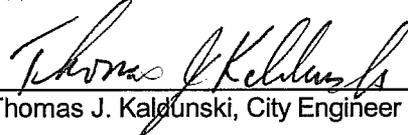
TJK/kf
Attachments: Final Compensating Change Order No. 1
Final Pay Voucher No. 1
Engineer's Final Report
Resolution Accepting Work

FINAL COMPENSATING CHANGE ORDER NO. 1

CITY PROJECT NO. 2010-14 – 2010 STORM WATER FACILITY MAINTENANCE PROGRAM, ZONE 2

<p>Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077</p> <p>Contractor: Scherff Inc. 10410 Courthouse Blvd. Inver Grove Heights, MN 55077</p>	<p>Date of Issuance: October 19, 2010</p> <p>Engineer: City of Inver Grove Heights</p>
<p>You are directed to make the following changes in the Contract Documents:</p> <p><u>Purpose of Change Order</u> Final compensating amount is to balance value of work completed and total payments made to the contractor. The amount accounts for miscellaneous increases in the contract quantities.</p>	
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$43,559.60	Original Contract Time:
Previous Change Orders	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$43,559.60	Contract Time Prior to this Change Order
Net Increase of this Change Order \$345.00	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$43,904.60	Contract Time with Approved Change Orders
Recommended	Approved
By: _____ Nick Hahn, Engineering Technician	By: _____ Scherff Inc.

Approved By:


Thomas J. Kaldunski, City Engineer

Approved By:

George Tourville, Mayor

Date of Council Action

October 25, 2010

PROJECT # 2010-14

Baxter Trail Storm Sewer Maintenance

ITEM NO.	MN/DOT NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	QUANTITY TO DATE	CONTRACT UNIT PRICE	TOTAL ESTIMATED COST	TOTAL CONTRACT COST
1	2021.501	Mobilization	LS	1	1	\$1,500.00	\$1,500.00	\$1,500.00
2	2104.501	Remove Existing 15" RC Pipe Sewer	LF	16	16	\$15.00	\$240.00	\$240.00
3	2104.509	Remove Existing 15" RC Surge Basin	EA	1	1	\$200.00	\$200.00	\$200.00
4	2506.602	Connect to Existing Storm Sewer	EA	1	1	\$500.00	\$500.00	\$500.00
5	2501.573	Install flex Stake Marking Post	EA	2	2	\$90.00	\$180.00	\$180.00
6	2501.602	21" RC Pipe Apron	EA	1	1	\$880.00	\$880.00	\$880.00
7	2503.541	21" RC Pipe Sewer Design 3006 Class III	LF	132	132	\$50.30	\$6,639.60	\$6,639.60
8	2506.502	Construct Drainage Structure 48" Dia. w/ Casting	EA	2	2	\$3,010.00	\$6,020.00	\$6,020.00
9	2503.541	18" SDR 11 (fused pipe w/ water stop)	LF	188	188	\$120.00	\$22,560.00	\$22,560.00
10	2511.501	Random Rip Rap- Class III	CY	14	14	\$60.00	\$840.00	\$840.00
11	2575.602	Seeding, Seed Mixture 340	SY	2000	2000	\$0.40	\$800.00	\$800.00
12	2575.523	Erosion Control Blanket, Cat 3	SY	2000	2230	\$1.50	\$3,000.00	\$3,345.00
13		Erosion Control	LS	1	1	\$200.00	\$200.00	\$200.00
TOTAL							\$43,559.60	\$43,904.60

TOTAL BASE BID \$43,559.60 \$43,904.60

FINAL COMPENSATING CHANGE ORDER \$345.00
 CONTRACT WORK COMPLETED TO DATE \$43,904.60
 REVISED CONTRACT AMOUNT \$43,904.60
 RETAINAGE (0%) \$0.00
 PREVIOUS PAYMENTS \$0.00
AMOUNT DUE THIS FINAL PAYMENT \$43,904.60

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

ENGINEER'S REPORT OF FINAL ACCEPTANCE

**CITY PROJECT NO. 2010-14
2010 STORM WATER FACILITIES MAINTENANCE PROGRAM – ZONE 2**

October 20, 2010

TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have received the work under contract to Scherff Excavating. The work consisted of storm water facilities maintenance within the City of Inver Grove Heights.

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

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

ORIGINAL CONTRACT PRICE	\$43,559.60
ADDITION (FINAL CHANGE ORDER NO. 1)	\$345.00
FINAL CONTRACT AMOUNT	\$43,904.60
FINAL VALUE OF WORK	\$43,904.60
PREVIOUS PAYMENTS	\$0.00
BALANCE DUE	\$43,904.60

Sincerely,



Thomas J. Kaldunski, P.E.
City Engineer

TJK/kf

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

**RESOLUTION ACCEPTING WORK OF SCHERFF EXCAVATING
AND AUTHORIZING FINAL PAYMENT IN THE AMOUNT OF \$43,904.60**

**CITY PROJECT NO. 2010-14
2010 STORM WATER FACILITIES MAINTENANCE PROGRAM – ZONE 2**

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated September 13, 2010, Scherff Excavating satisfactorily completed improvements and appurtenances for City Project No. 2010-14 – 2010 Storm Water Facility Maintenance Program – Zone 2.

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

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

Adopted by the City Council of Inver Grove Heights this 25th day of October 2010.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Approving Special Assessment Deferral for City Project No. 2009-09D – South Grove Street Reconstruction Area 4

Meeting Date: October 25, 2010
 Item Type: Consent
 Contact: Kathy Fischer 651-450-2570
 Prepared by: Kathy Fischer, Support Specialist
 Reviewed by: Thomas J. Kaldunski, City Engineer
TSK

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 special assessment deferral for City Project No. 2009-09D – South Grove Street Reconstruction Area 4. There was one (1) application for a special assessment deferral. The applicant is eligible and meets the definition of hardship contained in the January 26, 2009, Council Resolution No. 09-13 which defines eligibility requirements. The one (1) eligible application is attached to the accompanying resolution.

SUMMARY

The City Council is asked to consider the attached resolution which approves the deferment. Pursuant to City policy, the annual principal installment, together with interest, will be deferred until the earlier of the following events:

- The subject property is no longer classified as a homestead for tax purposes.
- The eligible applicant dies.
- The eligible applicant no longer meets the eligibility requirements for a “hardship” as that term is defined by City Resolution No. 09-13.
- The subject property or a portion thereof is transferred, donated, sold or contracted to be sold.
- The subject property is split or otherwise subdivided.

When the deferment ceases, then the deferred unpaid installments of principal, together with accrued interest on the unpaid principal balance, become due and payable in the next calendar year with the real estate taxes. The remaining principal installments, if any, together with interest, are paid in the years as originally levied.

This is the only deferral request received for this assessment year. The Engineering Division recommends approval of the attached resolution.

KF
 Attachments: Deferral application
 Resolution

CITY OF INVER GROVE HEIGHTS
DEFERRAL OF SPECIAL ASSESSMENTS

The undersigned apply to the City of Inver Grove Heights for a deferral of a special assessment on City Project No. 2009-09D

NAMES OF ALL OWNERS

PHONE NUMBER

Johann Jozevic AGE 87 651-451-8634
Jean Jozevic AGE 75 651-451-8634
3326 76th Street E.

65 years of age or older

Applicant does not file incomes taxes. JJJ

Permanent and Total Disability

Active military service

*The applicant(s) must provide written evidence of their status eligibility and attach a copy of their federal tax return for the year prior to the year the assessment is certified.

Eligibility Requirements per Resolution No. 09-13

If the property is the homestead of the eligible applicant, if payment of the assessment would be a hardship (as defined below) for the owner of the property, and if one or more of the following conditions exist:

1. One or more of the owners of the property is 65 years of age or older; or
2. One or more of the owners of the property is retired by virtue of a permanent and total disability; or
3. One or more of the owners of the property is a member of the Minnesota National Guard or other military reserves who is ordered into active military service (as defined in Minnesota Statutes Section 190.05, subdivision 5(b) or 5(c)) as stated in the person's military orders.

"Hardship" shall be deemed to exist if (1) the average annual payments of principal and interest for all assessments levied against the property exceed one percent of the owner's adjusted gross income as filed in the owner's U.S. income tax return for the tax year prior to the year in which the assessment was certified; and (2) the total amount of the principal of the levied assessment exceeds \$300.00. The "average annual payment" is the total principal of the levied assessment plus the interest that would be payable based on a declining principal balance during the number of years over which the principal assessment was originally spread with the sum of principal and interest then being divided by the number of years over which the principal assessment was originally spread.

Deferrals granted pursuant to this resolution shall terminate upon the occurrence of any of the following events:

- (a) The death of the eligible owner provided that no other owner is otherwise eligible for the benefits under Resolution No. 09-13.
- (b) The sale, transfer, donation or subdivision of the property or any part thereof.
- (c) Contracting to sell, transfer or donate the property.
- (d) The property no longer has its homestead status.
- (e) The owner is no longer eligible for a deferral.
- (f) The City Council determines, for any reason, that there would be no hardship to require immediate, full or partial payment.

Signed: Johann Jozevic

Signed: Jean Jozevic

Dated: 3/6/2010

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

**A RESOLUTION AND CERTIFICATE PURSUANT TO MINNESOTA STATUTE § 435.193
MEMORIALIZING DEFERMENT OF SPECIAL ASSESSMENTS BY THE CITY OF INVER
GROVE HEIGHTS FOR PROPERTY OWNED BY JOHANN & JOAN JOZELIC**

RESOLUTION NO. _____

WHEREAS, Johann & Joan Jozelic, own certain real property situated in the City of Inver Grove Heights, County of Dakota, State of Minnesota, identified as Tax Parcel Number 20-71152-110-07 and legally described as Lot 11, Block 7, South Grove No. 3, Dakota County, Minnesota, according to the plat thereof on file and of record with the Office of Dakota County Recorder (the Subject Property).

WHEREAS, the City Council of Inver Grove Heights, acting pursuant to Minnesota Statute Chapter 429 levied certain special assessments upon the Subject Property.

\$4,000 for City Project No. 2009-09D (Urban Street Reconstruction – South Grove Area 4) payable in ten (10) annual equal installments of \$400.00, together with interest on the unpaid principal amount of assessments from the date of levy of the special assessments (April 12, 2010) at an interest rate of 5.8%. The first annual installment is due in calendar year 2011 and the tenth and last installment is due in calendar year 2020.

WHEREAS, Minnesota Statute § 435.193 and City Council Resolution No. 09-13 provide that the City may defer the payment of special assessments for any homestead property owned by a person sixty-five (65) years of age or older; or an owner retired by virtue of a permanent and total disability; or an owner who is a member of the military as defined in Minnesota Statutes Section 190.05, for whom it would be a hardship to make the payments.

WHEREAS, pursuant to the above cited statute, the City has passed Resolution No. 09-13 which specifies the requisites that must be shown to constitute a hardship.

WHEREAS, applicant, Johann & Joan Jozelic, have requested a deferment of the special assessments levied against the Subject Property.

WHEREAS, upon investigation and review, it appears that the applicant does, in fact, qualify for determent of special assessments levied against the Subject Property.

WHEREAS, Minnesota Statute § 435.195 states the conditions upon which the deferment will cease. Minnesota Statute § 435.195 states:

The option to defer the payment of special assessments shall terminate and all amounts accumulated plus applicable interest, shall become due upon the occurrence of any of the following events: (a) the death of the owner, provided that the spouse is otherwise not eligible for the benefits hereunder; (b) the sale, transfer or subdivision of the property or any part thereof; (c) if the property should for any reason lose its homestead status; or (d) if for any reason the taxing authority deferring the payments shall determine that there would be no hardship to require immediate or partial payments.

NOW, THEREFORE, the City Council of Inver Grove Heights does hereby resolve, certify and memorialize for recording the following information:

Payment of the annual installments of principal and interest with respect to the above identified special assessments against the Subject Property are hereby deferred to tax collection year 2011 and thereafter upon the following terms and conditions:

1. The principal amount of the special assessments noted above shall accrue interest at the rate of 5.8% per year from and after April 12, 2010.
2. If the Subject Property is no longer classified as a homestead for tax purposes, then the deferment shall cease.
3. If Johann & Joan Jozelic die, then the deferment of the special assessments shall cease.
4. If Johann & Joan Jozelic no longer meets the eligibility requirements for a hardship as that term is defined by City Resolution No. 09-13, and amendments thereto, then the deferment shall cease.
5. If the Subject Property or a portion thereof is transferred, donated, sold or contracted to be sold, then the deferment shall cease.
6. If the tax parcel for the Subject Property is split or otherwise subdivided, then the deferment shall cease.
7. The accrued interest at the rate of 5.8% per year during the period of deferment shall be added to the principal amount of the special assessments and shall be payable with the principal amount when the principal amount becomes payable at the expiration of the deferment.
8. If the deferment ceases for the Subject Property prior to the year 2020, then the deferred unpaid installments of principal, together with accrued interest on the unpaid principal balance, shall become due and payable in the next calendar year and shall be payable with real estate taxes in the next calendar year. The remaining principal installments, if any, together with interest, shall be paid in the years as originally levied.

If the deferment ceases after calendar year 2020, then the entire unpaid principal amount of the special assessments, together with accrued interest, shall become due and payable in the next calendar year and shall be payable with real estate taxes in the next calendar year.

This Resolution shall be filed with the Dakota County Auditor/Treasurer and recorded with the Dakota County Recorder.

Passed this 25th day of October 2010 by the City Council of Inver Grove Heights, MN.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Dakota County's 2011-2015 Capital Improvement Program

Meeting Date: October 25, 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:	
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other:

PURPOSE/ACTION REQUESTED

Consider a resolution supporting Dakota County's draft 2011-2015 Capital Improvement Program (CIP).

SUMMARY

Annually, Dakota County prepares a five-year Capital Improvement Program based upon their needs and requests of the cities being impacted. Staff previously met with Dakota County staff to review the County's draft CIP. Subsequently, the County revised their CIP and is requesting the City's consideration and approval.

Dakota County is requesting that City's pass a resolution supporting their five-year CIP. With the exception of Stage 3 of the C.R. 28 (80th Street) project, the projects listed on the attached resolution are the projects identified in Dakota County's draft CIP. The projects shown and recommended are based on identified future needs. The projects would be advanced based on funding availability. Public Works has reviewed the projects as proposed and we recommend passage of the resolution as presented.

SDT/kf
 Attachments: Resolution
 Map

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

RESOLUTION SUPPORTING DAKOTA COUNTY'S 2011-2015 CAPITAL IMPROVEMENT PROGRAM (CIP)

RESOLUTION NO. _____

WHEREAS, Dakota County has requested that the City of Inver Grove Heights provide a list of projects for inclusion in Dakota County's 2011-2015 Transportation Plan, and

WHEREAS, the following transportation projects are important to the City of Inver Grove Heights:

PROJECT

CR 28 – 80th Street from T.H. 3 to 0.62 miles east

CR 73 – Akron Avenue from Cliff Road (CSAH 32) to Rosemount border

CSAH 26 – Roundabout at T.H. 3 and 70th Street (CSAH 26)

CSAH 32 – Cliff Road from Rich Valley Boulevard (CSAH 71) to T.H. 52

CR 28 – Yankee Doodle Road/80th Street – Stage 3, Interchange at T.H. 55/Argenta Trail (CSAH 63)

WHEREAS, the City of Inver Grove Heights will participate in these projects in accordance with applicable cost sharing policies.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF INVER GROVE HEIGHTS THAT: The following projects be included in Dakota County's 2011-2015 Transportation CIP for construction in the years indicated:

CR 28 (80 th Street east of T.H. 3) (City Project 2008-05) (Dakota County Project CP 28-48)	2011 Right-of-Way 2012 Design/Right-of-Way 2014 Construction
CSAH 73 – Akron Ave. from Cliff Road (CSAH 32) to Rosemount border (City Project 2005-02) (Dakota County Project CP 73-18)	2012 Design/Right-of-Way 2013 Construction
CSAH 26 – Roundabout at T.H. 3 and 70 th Street (CSAH 26) (City Project 2009-25)	2012 Design/Right-of-Way 2013 Construction
CSAH 32 – Cliff Road from Rich Valley Blvd. (CSAH 71) to T.H. 52 (City Project 2005-03) (Dakota County Project CP 32-40)	2011 Design
CR 28 (Yankee Doodle Road/80 th Street) – Stage 3 Interchange at T.H. 55 and Argenta Trail (CSAH 63)	2015 Design

Adopted by the City Council of Inver Grove Heights this 25th day of October 2010.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Accepting the Proposal of Braun Intertec for Geotechnical Testing Services for the 2011 Pavement Management Program on Inver Grove Trail from River Heights Way to Cahill Avenue, 90th Street East, 90th Court East, 100th Street East, Cloman Path and Conrad Avenue

Meeting Date: October 25, 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 type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: Pavement Management Fund

PURPOSE/ACTION REQUESTED

Consider adopting a resolution accepting proposal of Braun Intertec for geotechnical testing services as requested as part of the 2011 Pavement Management Program for the rural reconstruction of Inver Grove Trail from River Heights Way to Cahill Avenue and adjacent neighborhoods as indicated on the attached map.

SUMMARY

Proposals for geotechnical services were requested by staff for the above City project. The proposed reconstruction on Inver Grove Trail from River Heights Way to Cahill Avenue, 90th Street East, 90th Court East, 100th Street East, Cloman Path and Conrad Avenue shall consist of improving or reconstructing the pavement structure of Inver Grove Trail by milling the existing bituminous surfacing on site and reusing the recycled bituminous as additional aggregate base followed by a new 4" bituminous pavement. Some cross culverts will be replaced. Inver Grove Trail is a state-aid route and it will be resurfaced per standards. Utility improvements are not anticipated at this time.

City staff reviewed the experience of the two firms, their work scope, and associated fee for the proposed services. Based upon these factors, it is recommended that Braun Intertec be selected for geotechnical testing services. Braun's proposal/agreement included an Addendum to cover language specifically required by the City.

Engineering Division recommends adoption of the resolution accepting proposals and awarding Braun Intertec in an amount not to exceed \$8,719 for geotechnical testing services for the 2011 Pavement Management Program on rural reconstruction on Inver Grove Trail and adjacent neighborhood streets.

TJK/kf
Attachments: Resolution
Proposals
Map

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

**RESOLUTION ACCEPTING THE PROPOSALS AND AWARDING CONTRACT TO BRAUN
INTERTEC FOR GEOTECHNICAL TESTING SERVICES FOR THE 2011 PAVEMENT
MANAGEMENT PROGRAM FOR INVER GROVE TRAIL FROM RIVER HEIGHTS WAY TO CAHILL
AVENUE, 90TH STREET EAST, 90TH COURT EAST, 100TH STREET EAST, CLOMAN PATH AND
CONRAD AVENUE**

RESOLUTION NO. _____

WHEREAS, as part of the City's 2011 Pavement Management Program, Inver Grove Trail from River Heights Way to Cahill Avenue, 90th Street East, 90th Court East, 100th Street East, Cloman Path and Conrad Avenue has been identified for geotechnical testing services starting in 2010; and

WHEREAS, in order to complete the geotechnical testing services in a timely manner, City staff requested two proposal for area geotechnical engineering firms – American Engineering Testing and Braun Intertec; and

WHEREAS, based on the experience of the two firms, the scope, and associated fee for the proposed services, it was decided that Braun Intertec's proposal be awarded for geotechnical testing services.

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

1. The proposal of Braun Intertec is accepted and staff is authorized to enter into a contract in the amount of \$8,719 for geotechnical testing services for Inver Grove Trail from River Heights Way to Cahill Avenue, 90th Street East, 90th Court East, 100th Street East, Cloman Path and Conrad Avenue.

Adopted by the City Council of Inver Grove Heights, Minnesota this 25th day of October 2010.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy Clerk

October 20, 2010

Revised Proposal BL-10-07798

Mr. Tom Kaldunski, PE
City Engineer
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Re: **Revised Proposal for a Geotechnical Evaluation**
2011 Rural Reconstruction Area
Inver Grove Heights, Minnesota

Dear Mr. Kaldunski:

Following discussions with you regarding our original proposal dated August 3, 2010, Braun Intertec is pleased to submit this revised proposal to complete a geotechnical evaluation for proposed street reconstructions at the referenced site.

Our Understanding of Project

Per information you provided and our conversations with you, we understand the project will include in-place recycling (reclamation) of several segments of rural roadway, and will include 4 inches of new bituminous surface. Widening will be minimal, but some turn lanes may be added, and no utility installation will take place. We have estimated that there are approximately 29,000 LF of street in the proposed reconstruction area.

Purpose

The purpose of a geotechnical evaluation is to characterize subsurface geologic conditions at selected exploration locations and evaluate their impact on the design and construction of the rural reconstruction/reclamation sections.

Scope of Services

The following tasks are proposed to help achieve the stated purpose. If unfavorable or unforeseen conditions are encountered at any point during the completion of the tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming work.

Site Access, Staking and Utility Clearance

Based on the nature of the work, the site should be wholly accessible by truck-mounted drill rig.

We will stake prospective subsurface exploration locations and obtain surface elevations at those locations using GPS (Global Positioning System) technology. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project, or contact information for the consultant that might have such information.

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification to the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You or your authorized representative is responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Power Auger Borings

We propose to drill 29 power auger borings for the roadways (one approximately every 1,000 feet of roadway), extending them to 5 feet. The augers will be "pulled-dead," with the soil samples obtained either from changes observed in the auger cuttings brought to the surface or directly off the auger blades.

If groundwater is encountered in the boreholes, the depth where it is observed will be recorded on the boring logs.

Bituminous Coring

To provide supplemental pavement thickness measurements, we propose to extract 4-inch diameter cores from the bituminous surface in 10 locations throughout the project area. Coreholes will be backfilled with a cold-mix bituminous patch.

Borehole Abandonment

Minnesota Well Code requires sealing of any boring or core that encounters groundwater and is either greater than 25 feet deep or penetrates a confining layer.

We currently do not anticipate having to seal any of the boreholes.

Sample Review and Laboratory Testing

Soil and rock samples will be returned to our laboratory, where they will be visually classified and logged by a geotechnical engineer. To help classify the materials encountered and estimate their engineering properties, we have budgeted to perform 15 moisture content tests and eight (8) sieve analyses (gradations).

Reporting

Data obtained from the borings and laboratory tests will be used to evaluate the subsurface profile and groundwater conditions, perform engineering analyses related to structure design and performance and prepare a report, including:

- A CAD sketch showing project components, limits, and exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.

- Discussion identifying the site conditions that will impact structure design and performance, qualifying the nature of their impact, and outlining alternatives for mitigating their impact.
- Discussion regarding the reuse of on-site materials during construction and the impact of groundwater on construction.
- Recommendations for preparing subgrades, including excavation support, if applicable, and the selection, placement and compaction of excavation backfill and other fill.
- Recommendations for the design of reclaimed pavement sections.

One original report and one copy of our report will be submitted to you. At your request, additional copies can be prepared for other project team members. If you anticipate that additional copies will be needed, please request them prior to the report being completed and forwarded to you so we can prepare a copy list for the recipients and distribute the additional reports expediently.

Additional Services

Additional site mobilizations will be charged at \$270 per day.

Cost

We will furnish the services described in this proposal for an estimated fee of **\$8,719**. A tabulation showing hourly and/or unit rates associated with our proposed scope of services is attached.

Our work may extend over several invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.

Schedule

We anticipate the field exploration can begin within approximately two weeks of written authorization; the field exploration will take two days to complete. Sample classification and laboratory testing will likely take an additional week. We will pass along results, however, as they are obtained and reviewed. We anticipate we can submit our report by approximately one month following our mobilization.

If our proposed scope of services cannot be completed according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. It is provided in duplicate so the original can be retained for your records and the *copy can be signed and returned to us. Please return the signed copy in its entirety.*

The proposed fee is based on the scope of services described and the assumptions that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

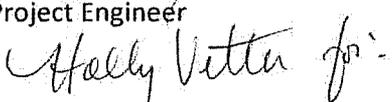
To have questions answered or schedule a time to meet and discuss our approach to this project further, please call Neil Lund at 952.995.2284 or Matt Ruble at 952.995.2224.

Sincerely,

BRAUN INTERTEC CORPORATION



Neil G. Lund, PE
Project Engineer



Matthew P. Ruble, PE
Principal Engineer

Attachments:

Table 1. Estimated Costs

General Conditions (6/15/06)

Addendum to Geotechnical Services Agreement from the City

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

COST ESTIMATE

BL-10-07798

2011 Rural Reconstructions

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

Service Desc: Geotech for Reconstruct/Reclaim

Work Location:
Inver Grove Heights, MN
Estimator: Neil G. Lund

Description:	Quantity:	Units:	Unit Price:	Extension:
Phase: GEO	Start Date:	8/15/10	End Date:	11/15/10
Task: Drilling Services				
Truck-or skid mounted drill rig, per hour	22.20	Hours	175.00	3,885.00
<i>Truck</i>	11.60	Hours		
<i>Initial mob/demob, prep & travel time</i>	3.30	Hours		
<i>Setup/relocate time between borings</i>	7.25	Hours		
Mobilization	1.00	Each	753.00	753.00
<i>Daily Mobilization & Support Vehicles</i>	3.00	Days		
	Drilling Services Total:			4,638.00
Task: Soil Observations & Testing				
Moisture content (Astm D 2216)	15.00	Tests	12.00	180.00
Sieve analysis through No. 200 Sieve (ASTM C 136, D 1140 or C 117)	8.00	Tests	93.00	744.00
	Soil Observations & Testing Total:			924.00
Task: Staking and Utility Clearance				
Site layout and utility clearance	8.00	Hours	75.00	600.00
<i>GIS Location of Borings</i>	3.40	Hours GPS		
<i>Clear Utilities</i>	1.00	Hour GPS		
<i>Stake Borings</i>	1.50	Hours GPS		
<i>Shoot Boring Elevations</i>	1.40	Hours GPS		
<i>Travel time, GPS Tech</i>	0.80	Hour		
Trip charge	1.00	Each	51.00	51.00
Trimble GeoXT GPS (sub-meter horizontal only), per hour	4.00	Hours	24.00	96.00
	Staking and Utility Clearance Total:			747.00
Task: Engineering Consulting Services				
Project Engineer	10.00	Hours	120.00	1,200.00
<i>Review samples and boring logs</i>	2.00	Hours		
<i>Engineering analysis and report</i>	7.00	Hours		
<i>Drilling instruction and coordination</i>	1.00	Hour		
Senior Engineer	2.00	Hours	136.00	272.00
Project Assistant	5.00	Hours	62.00	310.00
<i>Project Assistant</i>	1.00	Hour		
<i>Boring, Geoprobe log preparation</i>	3.00	Hours		
<i>Report word-processing</i>	1.00	Hour		
Soil Boring location sketch(to scale)	1.00	Each	122.00	122.00
	Engineering Consulting Services Total:			1,904.00
Task: Pavement Services				
Bituminous Coring	3.50	Hours	130.00	455.00
<i>Trip charge</i>	1.00	Trip at		
	3.50	Hours per Trip		
Trip charge	1.00	Trips	51.00	51.00
	Pavement Services Total:			506.00
	GEO Total:			8,719.00

Description:	Quantity:	Units:	Unit Price:	Extension:
Project Total:				8,719.00

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

**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 OCTOBER 20, 2010, relating to GEOTECHNICAL EXPLORATION, 2011 RAILROAD REGION 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 20 day of OCTOBER, 2010.

Braun Intertec Corporation

By: [Signature]
Its: VICE PRESIDENT

City of Inver Grove Heights

By: _____
George Tourville, Mayor

Attest:

Melissa Rheau, Deputy City Clerk



October 20, 2010

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

Attn: Mr. Thomas J. Kaldunski, PE, City Engineer

RE: Revised Proposal for Geotechnical & Coring Services
2011 Rural Street Reconstruction Project
Inver Grove Tr, Delaney Cir, Delaney Ct, River Heights Way,
90th St, 90th Ct, 100th St, Colman Path, & Conrad Ave
Inver Grove Heights, Minnesota

Dear Mr. Kaldunski:

American Engineering Testing, Inc. (AET) is pleased to provide this revised proposal for geotechnical subsurface exploration, pavement coring, and engineering services per your request. The scope of this work is intended to assist the City of Inver Grove Heights in the design and reconstruction of the above referenced streets.

Project Information

We understand the proposed construction will consist of improving or reconstructing the pavement structure of several rural streets, which are listed above. Utility improvements are not anticipated at this time, except possibly replacing crossing culverts and ditch cleaning. The anticipated reconstruction will include milling the existing bituminous, adding gravel as needed, and then paving with 4 inches of bituminous.

Field Work

Based on our understanding of the project, conversations with you, and our observations of the site, we propose the following revised scope of services.

- Clear underground public utilities through the Gopher State One Call system.
- Provide traffic warning signs during performance of all the field work. Provide a single flagman and a traffic attenuator trailer during field work on Inver Grove Trail.
- Perform a total of 30 standard penetration test (SPT) borings to depths of 3½ feet through the existing bituminous drive lanes. The borings will be staggered along each side of the roadways, at about an 1000-foot spacing. Pavement cores will also be taken at each of the SPT boring locations.



Mr. Thomas J. Kaldunski
2011 Rural Street Reconstruction
October 20, 2010
Page 2 of 3

- Perform 10 pavement cores through the existing bituminous drive lanes. The cores will be strategically located between the SPT borings. Aggregate base depths will also be measured at the core locations.
- Measure the ground water level encountered within the boreholes during drilling.
- Backfill the borings as required by the Minnesota Department of Health.
- Patch the pavement surface at the boring/core locations with bituminous patching mixture.
- Document the boring/core locations with a GPS unit with submeter accuracy.

We assume a conventional truck-mounted drill rig will be able to access the site and perform the soil borings. Measurement of surface elevations at the boring and core locations is not included in our work scope.

Soil Laboratory Testing

- Perform moisture content tests on soil samples obtained from the borings.
- Perform up to 8 gradations of soil samples obtained from the boring/core locations to determine the suitability of aggregate base and other materials for reuse.

Report

Following the field and laboratory work, an engineering report will be prepared and submitted. This report will include the following:

- Logs of the test borings, including drilling methods, soil classifications per USCS and AASHTO systems, results of the laboratory tests, and results of the borehole ground water readings.
- Photographs of the pavement cores and a summary of the pavement core information.
- A figure illustrating the approximate soil boring and pavement core locations.
- A review of the pavement and soil conditions and the soil engineering properties.
- Engineering recommendations for the following:
 - Pavement reconstruction, rehabilitation, and maintenance options.
 - An estimated R-value for the pavement subgrade.
 - Pavement thickness designs for the traffic levels provided by the City.
 - Constructability issues and frost considerations related to the on-site soil and ground water conditions.

The scope of work defined in this proposal is intended for geotechnical purposes only; it is not intended to explore for the presence or extent of any environmental contamination at the site. However, we will note any obvious contamination encountered which can be easily detected by sight or smell.

Mr. Thomas J. Kaldunski
2011 Rural Street Reconstruction
October 20, 2010
Page 3 of 3

Fees

Our services will be invoiced as a lump sum total cost. Our total fees for the scope of services described previously will be \$9,950.

If we encounter buried organic material during boring operations, we recommend extending the borings to a depth of 5 feet below the bottom of the organic deposits. Additional drilling, if needed to extend the borings deeper for proper evaluation of soil conditions, will be invoiced at a unit rate of \$17 per lineal foot of drilling. Additional mobilization charges for the soil boring crew, if the field work extends beyond three days, will be charged at a unit rate of \$200 per day.

Schedule

Based on our current schedule, drilling and coring could begin about 2 weeks after we receive authorization to proceed. We expect the field work will take about 2 to 2½ days to complete. Draft boring logs and a pavement core summary can be provided about 5 days after completion of the drilling/coring. We will provide a draft report about 10 working days after the completion of the field work. We will then provide a final report within 3 days of receiving your comments on the draft report.

Terms and Conditions

Our services will be performed according to the attached two-page "Service Agreement", the one-page "Subsurface Boring Supplement", and the one-page "Addendum No. 1".

Acceptance

Please indicate your acceptance of this proposal by endorsing the enclosed copy and returning it to us. The original proposal is intended for your records.

Remarks

If you have questions or need additional information, please feel free to contact me.

Sincerely,
American Engineering Testing, Inc.



Megan J. L. Hoppe
Staff Engineer
651-603-6604
mlee@amengtest.com

PROPOSAL ACCEPTANCE BY:

Signature: _____

Printed Name: _____

Date: _____

Attachments

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. **Oral proposal acceptance or authorizing purchase orders from the Client are considered formal acceptance of AET's terms and conditions.**

1.2 - Prior to AET performing work, Client will provide AET with all information that may affect the cost, progress, safety and performance of the work. 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 work. If new information becomes available during AET's work, 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 - Work by AET will not relieve other persons of their responsibility to perform work according to the contract documents or specifications, and AET will not be held responsible for work or omissions by Client and 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 - Work by AET often includes 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 the samples, 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.

SECTION 2 - SITE ACCESS AND RESTORATION

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

2.2 - It is understood by Client that in the normal course of the work, some damage to the site or materials may occur. AET will take reasonable precautions to minimize such damage. Restoration of the site is the responsibility of the Client.

SECTION 3 - SAFETY

3.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the work site. If, during the course of AET's work, 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 work 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 work. 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 will 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 carries Worker's Compensation, Comprehensive General Liability, Automobile Liability and Professional Liability insurance. AET will furnish certificates of insurance to Client upon request.

SECTION 8 - DELAYS

If AET work delays are caused by Client, 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.

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.

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 hold harmless and indemnify Client from and against liability arising out of AET's negligent performance of the work, 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 hold harmless and indemnify AET from and against liability arising out of Client's negligent conduct, 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 negligent acts, errors or omissions, such that the total liability of AET shall not exceed \$50,000, or shall not exceed the project fees, whichever is greater.

SECTION 14 - TERMINATION

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

SECTION 15 - 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 16 - 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 17 - ENTIRE AGREEMENT

This agreement, including attached appendices, is the entire agreement between AET and Client. This agreement nullifies any previous written or oral agreements, including purchase/work orders. Any modifications to this agreement must be in writing.

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.

**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 October 20, 2010, relating to geotechnical testing services for 2011 Rural Street Reconstruction 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 20 day of October, 2010.

American Engineering Testing, Inc.

By: _____

Its: _____

Jeffery K. Van
Vice President

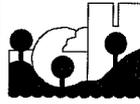
City of Inver Grove Heights

By: _____

George Tourville, Mayor

Attest:

Melissa Rheaume, Deputy City Clerk

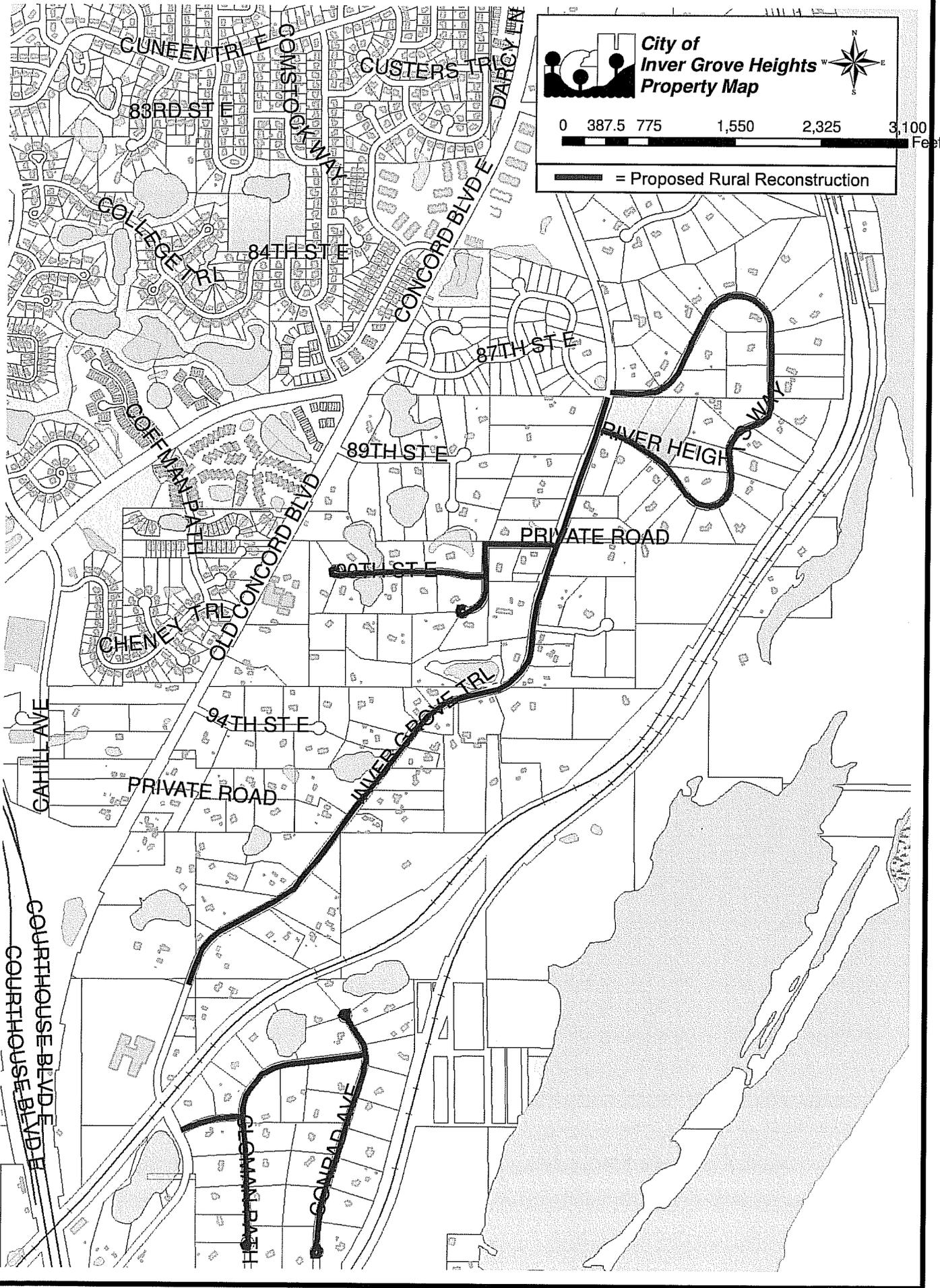


City of
Inver Grove Heights
Property Map



0 387.5 775 1,550 2,325 3,100 Feet

 = Proposed Rural Reconstruction



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Ordering the Preparation of a Feasibility Report for Storm Water Treatment Pond at 78th Street East and Concord Boulevard

Meeting Date: October 25, 2010
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572 *TJK*
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

- None
- Amount included in current budget
- Budget amendment requested
- FTE included in current complement
- New FTE requested – N/A
- Other: Grant, Capital Improvement Revolving Fund

PURPOSE/ACTION REQUESTED

Consider a resolution ordering the preparation of a feasibility report for storm water treatment pond at 78th Street East and Concord Boulevard.

SUMMARY

The City of Inver Grove Heights has an opportunity to work with two landowners near the intersection of 78th Street and Concord Boulevard to develop a storm water treatment facility to improve the water quality of runoff from the South Grove area. This proposed storm water treatment facility has been discussed on a conceptual basis with the landowners and the Dakota County SWCD. They have indicated a willingness to work as partners on this project to reduce the level of pollutants being discharged to the Mississippi River. The site is approximately one acre in size.

The Minnesota Pollution Control Agency has been working with communities in the metro area to reduce total maximum daily loads (TMDLs) of pollutants such as phosphorus into the Mississippi River. The MPCA is currently in a rule making process which will require cities to reduce TMDL pollutants to the river. This project is a way to take the first step toward these TMDL reductions in Inver Grove Heights.

The South Grove area was originally developed without provisions for managing the water quality and volume of storm runoff. The City's five-year reconstruction program has started to address these issues with the construction of rain gardens and storm sewers. The 2011 MS4 permit renewal will most likely require the City to review and identify additional locations for storm water treatment facilities throughout its urban development area. The renewal will probably require a plan of action to construction facilities like this one at suitable locations.

In the proposed project area, the current drainage pattern sends runoff into existing low lying lands on 4075 and 4095 78th Street East. The 2010 South Grove project initiated the discussions regarding this treatment facility with the residents because this area provides the only logical location for a storm water treatment facility before the South Grove area runoff enters the cattle pass under Concord Boulevard and discharges directly to the Mississippi River.

The concept includes a multi-celled storm treatment pond that will capture the runoff from storms in the 1" to 2" size. Larger storms will be discharged through the existing storm sewer systems (60" and larger). The first flush treatment will help capture the majority of the pollutants. A concept sketch is attached. The construction of this treatment facility and the retrofitting done with the rain garden construction will go a long way toward reducing the TMDL in this watershed.

Staff has had discussions with Dakota County SWCD about the project. The SWCD is very supportive of the project. They have identified a grant program which can assist in funding the project. The Community Conservation Program is a Clean Water Act Grant through BSWR. It is intended to assist cities in retrofitting public-owned storm water facilities. The SWCD feels this project is an excellent candidate. The SWCD anticipates the 2011 CC program will be fully funded because of the SWCD success in getting the BSWR grants.

Ordering this feasibility study will allow the City to submit an application by the March 15, 2011 deadline. The City Engineering Division will prepare this feasibility study. The feasibility study will provide the preliminary design and cost estimates needed to apply for the SWCD grant.

It is recommended that the City Council pass the attached resolution order the feasibility report near 78th and Concord. It is also recommended that the Council authorize staff to have an appraisal done. The grant program requires the applicant to own the land that the project would be constructed on. The grant would likely pay for all of the construction cost. The appraisal will help us define the City's costs for the project.

TJK/kf

Attachments: Resolution
Proposals
Map

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

**RESOLUTION ORDERING PREPARATION OF FEASIBILITY REPORT FOR STORM WATER TREATMENT
POND NEAR 78TH STREET EAST AND CONCORD BOULEVARD**

RESOLUTION NO. _____

WHEREAS, it is proposed to make an improvement of a storm water treatment pond near 78th Street East and Concord Boulevard.

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 the proposed improvements are feasible and as to whether it would be best made, as proposed, or in connection with other improvements and the estimated cost of the improvements as recommended.
2. Staff is authorized to contract with a certified property appraiser to obtain appraisals for the project.

Adopted by the City Council of Inver Grove Heights, Minnesota this 25th day of October 2010.

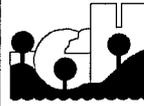
AYES:
NAYS:

George Tourville, Mayor

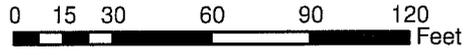
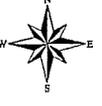
ATTEST:

Melissa Rheaume, Deputy Clerk

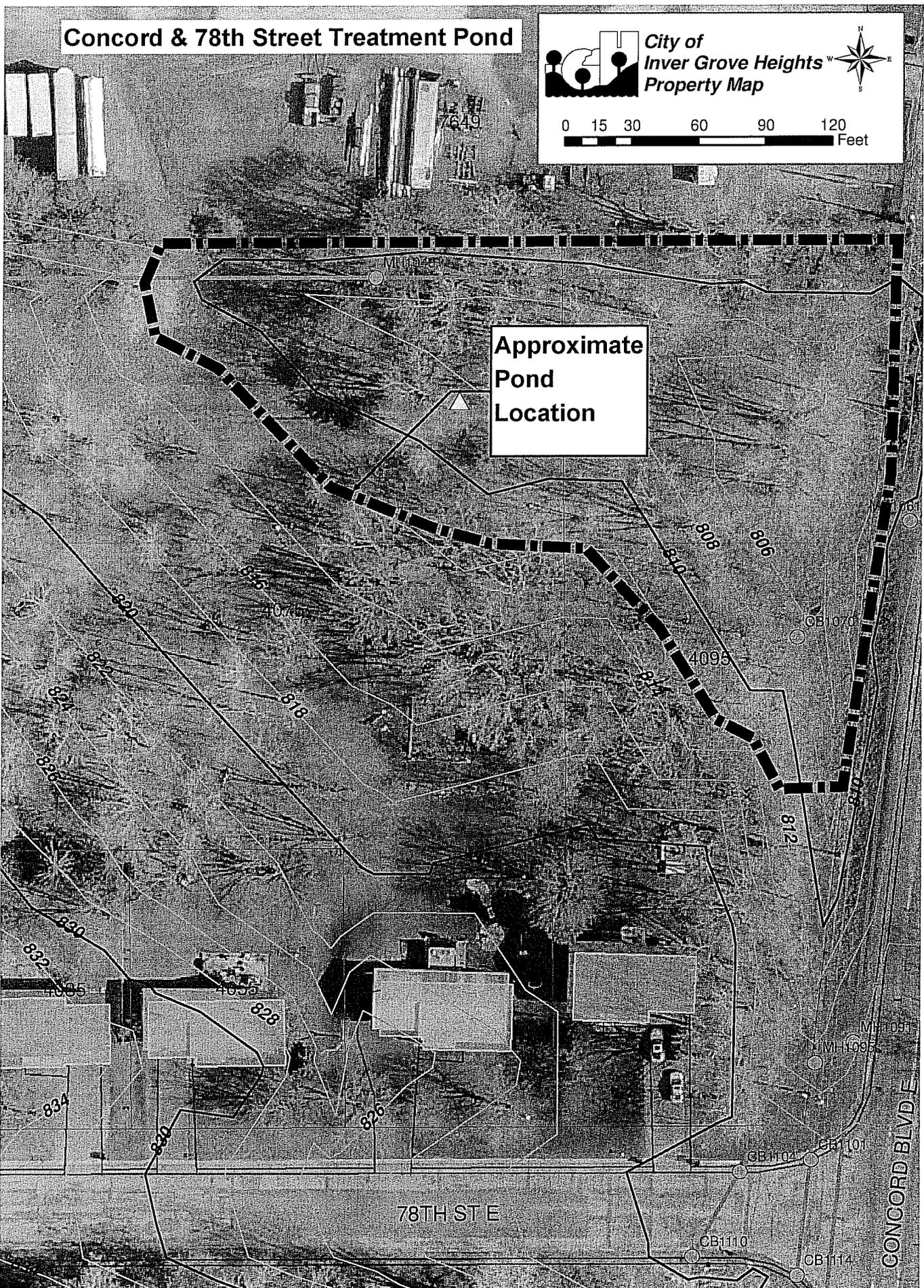
Concord & 78th Street Treatment Pond



City of
Inver Grove Heights
Property Map

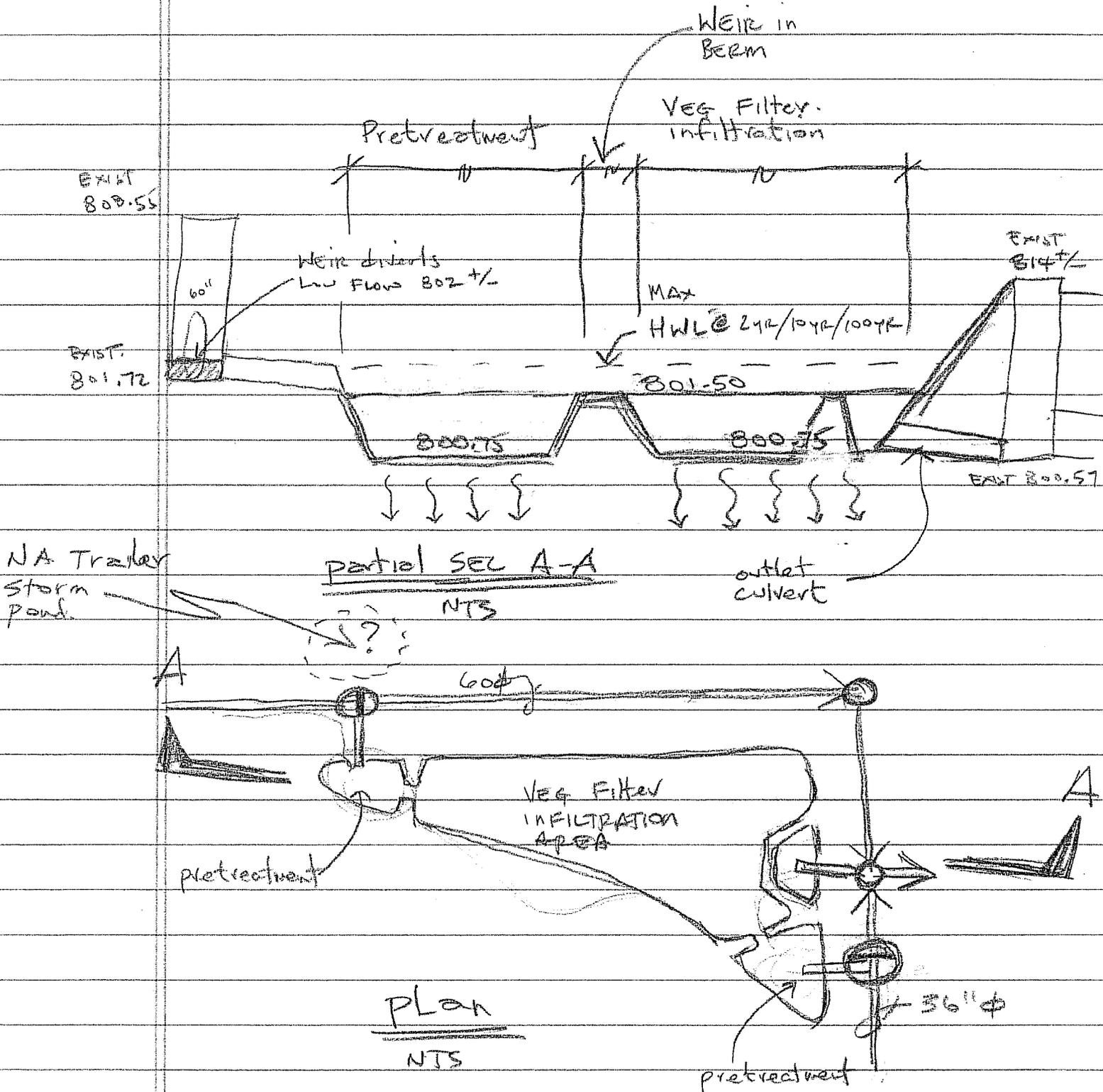


Approximate
Pond
Location

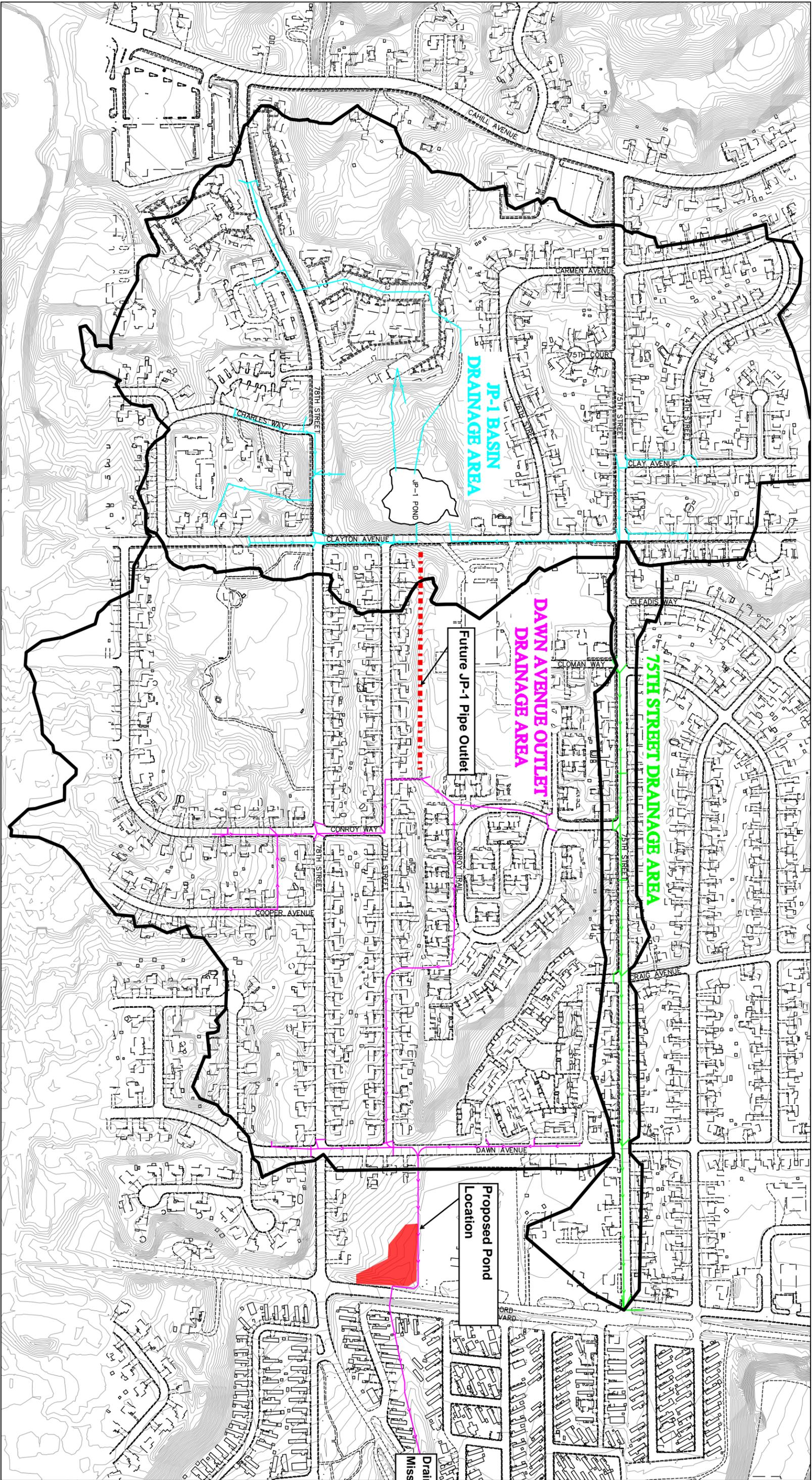


DRAFT

4/16/10 JDD

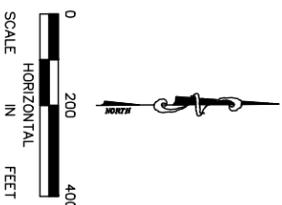


IGH Regional Bioretention
Concept Sketch



2550 UNIVERSITY AVE. WEST, SUITE 345N
ST. PAUL, MINNESOTA 55114

TEL. NO. (651) 645-4197
FAX. NO. (651) 645-5116



LEGEND
 ———— EXISTING STORM SEWER
 ———— EXISTING DRAINAGE AREA

**EXISTING DRAINAGE AREA MAP
AREAS 4 & 5**

**SOUTH GROVE URBAN STREET
RECONSTRUCTION AREAS 4, 5 & 6
CITY PROJECT 2009-09D
EXHIBIT 2A**



**Dakota County Soil and Water Conservation District
URBAN COST SHARE PROGRAM
APPLICATION FORM**

1. LEAD APPLICANT/CONTACT

Name/Title: Tom Kaldunski, City Engineer
Organization: City of Inver Grove Heights _____
Address: 8150 Barbara Avenue Inver Grove Heights, MN 55077 _____
Phone/Fax: (651) 450-2572 work (651) 450-2502 fax _____

2. PROJECT LOCATION (Attach Drawing, Hudson Map, etc., to accurately locate site)

Address/City/Township: Near 4095 78th St East Inver Grove Heights MN 55076 _____
1/4 Section SE Section 10 Township 27N Range 22W

**3. PROJECT DESCRIPTION, PLAN SKETCHES AND PHOTOS
(Attach Additional Pages as Necessary)**

The City of Inver Grove Heights is requesting cost share funding from the Community Conservation Partnership program to construct a regional water quality treatment system. The location of the project site is an undeveloped wooded area on the east side of Concord Boulevard just north of 78th Street East in Inver Grove Heights. Currently the project site is privately owned. The City proposes to purchase permanent utility and drainage easements from the residents to facilitate constructing a XX,XXX square foot bioretention system that would provide water quality treatment for a water quality volume equivalent to X/X inch of runoff the XXX acre watershed that currently discharges untreated into the Mississippi River. The Mississippi is TMDL 303d listed impaired waters.

Under current conditions, stormwater runoff is conveyed across the site in an existing XX inch diameter storm sewer pipe. Due to large volume and high rate of flows normally conveyed during a storm event, the designed system is proposed as an offline design in which a flow splitting manhole with an internal control weir will divert the low flow of runoff from the existing pipe into the new bioretention system for water quality treatment and volume reduction. Once the system has reached its maximum design capacity, the control weir will allow the higher flows within the existing pipe to bypass the bioretention system and follow the current conveyance route to the Mississippi River. The treatment system is proposed to be a two cell design. The function of the smaller first cell is pretreatment to collect and store sediments before the flow enters the larger second cell that primarily functions to provide infiltration. The project as proposed is consistent with both the requirements of the Community Conservation Partnership program and the Districts technical standards.

The application attachments are:

- 1) Concept sketches, details and location map prepared for the project.
- 2) Project Cost Estimate
- 3) Subwatershed Assessment Worksheets
- 4) Urban Cost Share Program Contract with Operation & Maintenance Plan

**4. LIST THE MAIN OUTCOME OR BENEFITS OF THE PROPOSED PROJECT
(Attach Additional Pages as Necessary)**

Currently, the existing XXX acre watershed discharges stormwater runoff without any water quality treatment. A Subwatershed Assessment Worksheet is provided that predicts the estimated pollutant load reductions to be provided by the proposed water quality treatment system.

This proposed treatment is consistent with the City of Inver Grove Heights and MPCA NPDES requirements and MS4 technical guidelines.

The site will also be used to field demonstrate the stormwater retrofit of an existing public infrastructure system. The project design and installation will be documented for education purposes by fact sheets and other means of distribution for public information purposes.

5. BUDGET SUMMARY AND REQUESTED GRANT AMOUNT

(Attach supporting Cost Estimates. Note: Contractor Items will require at least 2 competing bids)

Cost-Share Items or Activities	Estimated Material Cost	Estimated Labor Cost	Estimated Equipment Cost	Estimated Design Cost
See attached Project Cost Estimate for Details	\$xxx	\$xxx	\$xx	\$xx
Match Values provided by applicant (CCP Partner)	\$xxx	\$xxx	\$xxx	\$xx
Subtotals:	\$xxx	\$xxx	\$xxx	\$xxx

Total Estimated Project Cost is: \$xxx Cost Share Amount Requested is: \$xxx (xx %)

6. COLLABORATORS – PRINCIPAL CONTACT NAMES AND PHONE NUMBERS

Collaborator	Contact Person	Role	Phone/Fax
City of Inver Grove Heights	Tom Kaldunski	City Engineer	(651) 450-2572
Dakota SWCD	Jim Davidson	Technical Assistance	(651) 480-7779

7. Public Outreach: Are you willing to allow a small sign to be placed near the project and site visits?

Yes No

I certify that to the best of my knowledge and belief that the information contained in this application is true, complete and accurate

Signature of Applicant/Contact Date

Signature of Property Owner(s) Date

Revised 2/04/10

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: October 25, 2010
Item Type: Consent
Contact: Judy Thill, 651-450-2495
Prepared by: Judy Thill, Fire Chief
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 Consider request of the Inver Grove Heights Fire Department Relief Association to raise the retirement benefit level.

SUMMARY

As stated in the attached letter from Relief Association President Kent Zoya, at their October 17, 2010 meeting, the members of the IGHFD Relief Association passed a motion to raise the retirement benefit level from \$5,000 per year of service to \$5,800 per year of service. In order to finalize this motion, the Association’s Bylaws will need to be changed.

The first step in revising the Bylaws is to have that change approved by the Association membership. Because that has taken place, the second step is to have this change approved by the Mayor and City Council.

INVER GROVE HEIGHTS FIREFIGHTERS' RELIEF ASSOCIATION

Phone (651) 455-5082

Fax (651) 451-0458

Email: ighfra@ci.inver-grove-heights.mn.us

October 18, 2010

Dear Mayor and City Council:

Thank you for giving me the opportunity to speak with you at your October 11, 2010 work session meeting. As we discussed at the work session, the Board of Trustees of the Inver Grove Heights Firefighters' Relief Association proposed two changes to the Association's bylaws: an increase in the benefit level and a change to the vesting schedule. On October 17, 2010 the firefighters decided to approve the proposed increase in the benefit level but decided not to approve the proposed change to the vesting schedule.

To complete the process to revise the Association's bylaws, the Board of Trustees would like to ask your approval of the benefit level increase. The current benefit level is \$5000. The firefighters approved an \$800 increase which would bring the benefit level to \$5800 effective January 1, 2011. With this increase the funding ratio is projected to be 109%, which is within the 100% – 110% range recommended by the State Auditor.

Thank you for your consideration of this request and your continuing support of the firefighters.

Sincerely,



Kent Zoya
President

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER RESOLUTION APPROVING THE DAKOTA COUNTY 2010 COMMUNITY FUNDING APPLICATION FOR WASTE ABATEMENT ACTIVITIES

Meeting Date: October 25, 2010
Item Type: Consent
Contact: JTeppen, Asst. City Admin.
Prepared by:
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 Approve the application of the 2011 Community Funding Application for waste abatement activities.

SUMMARY Each City within Dakota County is required to submit an application for receiving funding for waste abatement activities on a yearly basis. The application to request funds for 2011 is currently due. The City of Inver Grove Heights is eligible for \$31,700 in 2011. The attached application shows proposed abatement activities and expenditures for 2011. These funds are essential for the continuation of recycling programs in Inver Grove Heights.

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

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE APPLICATION FOR 2011 FUNDING FROM DAKOTA
COUNTY FOR WASTE ABATEMENT ACTIVITIES**

WHEREAS, Dakota County has set waste abatement goals for the City of Inver Grove Heights; and

WHEREAS, Dakota County Board of Commissioners provides funding for waste abatement activities; and

WHEREAS, the City would like to continue educating the community on the merits of waste abatement activities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL that the City of Inver Grove Heights submits its 2011 application to Dakota County Board of Commissioners to fund waste abatement activities

Passed this 25th Day of October, 2010

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Melissa Rheume, Deputy City Clerk

Dakota County
2011 Large Community
Funding Application
(Exhibit 1)

Application Submittal Due Date: November 25, 2010
Funding Period: January 1, 2011 - December 31, 2011



Dakota County, Physical Development Division
Environmental Management Department

September 28, 2010

Upload completed application onto the Dakota County Local Solid Waste Staff (LSWS) SharePoint web site at <http://sharepoint.co.dakota.mn.us/LSWS/default.aspx> with your Council Resolution or minutes of the proceedings or copies may be mailed to:

Tammy Drummond
Dakota County Physical Development Division
14955 Galaxie Avenue
Apple Valley, MN 55124

Contact Information

Rebecca Kulas: Guidelines, Application, Annual Report, and LSWS SharePoint Web Site
952-891-7043 or Rebecca.kulas@co.dakota.mn.us

Tammy Drummond: Application process
952-891-7003 or tammy.drummond@co.dakota.mn.us

PART 1: LARGE COMMUNITY FUNDING APPLICATION BASE FUNDING INFORMATION AND WORKPLAN

Please provide complete applications and a copy of the Official Resolution or minutes of the Proceedings (an official action from the governing body requesting the funding allocation or a certified copy of the official proceedings).

Community Funding Period: January 1, 2011 through December 31, 2011

City/Township (select): Inver Grove Heights

Population (2009 Est.): 34,461 Number of Households (2009 Est.): 13,581

Date Submitted: **10/11/10** Amount of Funds Eligible For: \$31,700

Address: **8150 Barbara Avenue** Amount of Funds Applied for: **\$31700**

E-mail Address: jteppen@ci.inver-grove-heights.mn.us

Contact: **Jenelle Teppen** Phone Number: **651.450.2512** Fax Number: **651.450.2502**

1. Is your City interested in hosting a Household Hazardous Waste Event Collection in conjunction with Dakota County in 2011?

Yes X No

2. What percent of staff time (in Full Time Equivalents – F.T.E) is allocated to waste abatement activities?

.25 % F.T.E.

3. Does your City anticipate hosting one or more community-sponsored “clean-up” days in 2011?

X Yes No Date(s): _____ unknown at this time _____

* Please note that types and amounts of materials collected, including electronics, must be reported to the County

4. I certify that this 2011 Community Funding Application was prepared under my direction or supervision, and that the information is true, accurate, and complete to the best of my knowledge. I certify that a 2011 Annual Report demonstrating compliance with this application will be submitted to the County by February 15, 2012.

Name of person completing document Jenelle Teppen (signature)

PART I. 2011 WORK PLAN – LARGE COMMUNITY BASE FUNDING. Please identify and describe the proposed activities (mandated and optional) that your community will undertake in the current application year in each of the following areas of Government Leadership, Operations and Education for 2011 Community Funding. The Work Plan shall include a description of annual activities, partners, a timeline to complete the activities, and post-activity outcome measurement. The 2011 Results column should be completed at the end of the year, and submitted as part of the 2011 Annual Report. **Please Note: Program priorities include:**

- Increased residential recycling, and
- Increased participation at The Dakota County Recycling Zone by both residents and businesses

A. Government Leadership –Responsibilities. Identify and describe the proposed activities that your community will undertake in the current application year in each of the following mandated areas.

GOVERNMENT LEADERSHIP RESPONSIBILITY	POINTS	ACTIVITY PROPOSED	PROPOSED PARTNERS	PROPOSED TIMELINE	PROPOSED OUTCOME MEASUREMENT (Qualitative and/or quantitative)	RESULTS (to be completed when submitting 2011 Annual Report)
<i>Example: Manage Public Entity Waste.</i>		<i>- Verify disposal location is a processing facility on waste hauling invoices.</i>	<i>- City Maintenance staff - Waste hauler for city buildings/parks</i>	<i>ongoing</i>	<i>- 100% of the MSW, that is not reduced, recycled or composted, from city buildings, will be delivered to a processing facility.</i>	
1. Identify Contact Person – Each community must identify in its annual Application a responsible party for eligible activities and inform Dakota County within thirty days of any changes in the designated individual.	4			Ongoing		
2. Ensure Recycling Programs – Ensure that recycling programs are established for	4			ongoing		

facilities under its control in accordance with MN Stat. § 115A.151 (i.e., must ensure program in place for recyclable materials).						
3. Manage Public Entity Waste – Manage waste from its facilities as outlined in the Regional/Dakota County Solid Waste Master Plan (i.e., must ensure program in accordance with public entities law – MN Stat. § 115A.471).	4			ongoing		
4. LSWS Meetings Actively participate and contribute to Local Solid Waste Staff meetings (one excused absence.)	4			ongoing		
5. Enhanced Government Leadership. Expand or enhance	4			ongoing		

government leadership in 2011.						
A. TOTAL POINTS (add 1 – 5) = (20 points total)	<u> 20 </u> Points					

B. Recycling and Solid Waste Operations –Responsibilities. Identify and describe the proposed that your community will undertake in the current application year in each of the following mandated areas.

OPERATIONS RESPONSIBILITY	POINTS	PROPOSED ACTIVITY	PROPOSED PARTNERS	PROPOSED TIMELINE	PROPOSED OUTCOME MEASUREMENT (Qualitative and/or quantitative)	2011 RESULTS (to be completed when submitting 2011 Annual Report)
6. Support Recycling Goal – Attain a level of waste reduction, reuse, and recycling that supports Dakota County’s 2011 recycling goal of 50%, focusing efforts on new and existing residents and drop-off events.	4			ongoing		
7. Curbside Recycling Materials – Continue the curbside recycling of the following materials: newspaper, magazines, mixed mail, corrugated cardboard, steel/aluminum cans, glass containers, and plastic containers with a neck.	4			ongoing		
8. Multi-family Recycling – Ensure recycling service is available in all multi-family buildings that includes all recyclables collected through the curbside	4			ongoing		

collection program.						
9. Waste Collection Services – Promote implementation of policies and practices to ensure waste collection services are provided to residents and businesses.	4			ongoing		
10. Enhanced Operations. Expand or enhance solid waste or recycling management operations in 2011.	4			ongoing		
B. TOTAL POINTS (add 6 – 10) = (20 points total)	<u>20</u> Points					

C. Education –Responsibilities. Identify and describe the proposed activities that your community will undertake in the current application year in each of the following mandated areas.

EDUCATION RESPONSIBILITY	POINTS	PROPOSED ACTIVITY	PROPOSED PARTNERS	PROPOSED TIMELINE	PROPOSED OUTCOME MEASUREMENT (Qualitative and/or quantitative)	2011 RESULTS (to be completed when submitting 2011 Annual Report)
11. Recycling Communication to Households - Produce at least one electronic (when applicable) and written communication and distribute to every new and existing household, including multi-family buildings.	5	Materials on the City's web site and published in newsletter		Ongoing		
12. Household Hazardous Waste Communication to Households - Produce at least one electronic (when applicable) and written communication and distribute to every new and existing household, including multi-family buildings with <u>The Recycling Zone messages as a top priority.</u>	5	Materials on the City's web site and published in newsletter		Ongoing		
13. Program Messages - Support and promote the Solid Waste Management Coordinating Board and the Regional/County Solid Waste Master Plan's integrated solid waste management program messages.	5	Materials on the City's web site and published in newsletter		ongoing		

14. Website for Recycling and Household Hazardous Waste Management. Maintain community's website with pages that link to http://www.co.dakota.mn.us/EnvironmentRoads/default.htm .	5	Materials on the City's web site and published in newsletter		ongoing		
C. TOTAL POINTS (add 11 – 14) = (20 points total)	= <u> 20 </u> Points					

D. Education – Choose Any Five (5). Identify and describe the proposed activities that your community will undertake in the current application year. The community chooses to complete any five activities.

EDUCATION RESPONSIBILITY	POINTS (8 pts each)	PROPOSED ACTIVITY	PROPOSED PARTNERS	PROPOSED TIMELINE	PROPOSED OUTCOME MEASUREMENT (Qualitative and/or quantitative)	2011 RESULTS (to be completed when submitting 2011 Annual Report)
15. Make presentation(s) to City employees (minimum of 10) regarding a government leadership activity. Topic(s) must be consistent with the annual work plan.	8					
16. Provide environmental education to community group(s) (minimum of 10 people.) Topic(s) must be consistent with the annual work plan.	8					
17. Provide environmental education in schools or other public entities (minimum of 10 people), with schools a top priority. Topic(s) must be consistent with the annual work plan.	8					
18. Sponsor a community event for Earth Day (if attended by over 100 people – counts as two.						

<p>19. Sponsor a community event for America Recycles Day (if attended by over 100 people - counts as two).</p>						
<p>20. Sponsor a community event for Pollution Prevention Week (if attended by over 100 people – counts as two).</p>						
<p>21. Provide recycling at community-sponsored event or festival, including recycling containers and recycling labels.</p>	8					
<p>22. Rethink Recycling –In addition to completing mandated education activity #11, incorporate an additional electronic and/or printed material provided by the regional Rethink Recycling campaign into communications distributed in your community.</p>	8					
<p>23. The Recycling Zone - In addition to completing mandated education activity #12, incorporate an additional electronic and/or printed material provided by the region’s Rethink Recycling campaign into communications distributed in your community.</p>	8					

24. Enhanced Education: Expand or enhance education or promotional efforts in 2011.						
C. TOTAL POINTS <i>(Add 15 - 24)</i> = <i>(40 points total)</i>	<u> 40 </u> Points					

E. Performance- Based Funding. The Community Funding program is performance-based. Communities receive 100% of eligible funds if the required activities are completed, or will be adjusted according to the following schedule:

PERFORMANCE-BASED FUNDING TOTAL POINTS <i>(add total points for A + B + C + D)</i> = <i>(100 points total)</i>	<u> </u> Points	Adjustments to community payments for expenditures or activities not consistent with the Application will be based on a point scale and upon the following Performance-Based Funding Schedule: <table border="1" data-bbox="766 609 2039 812"> <tr> <td data-bbox="766 609 1402 651">25 points or less =</td> <td data-bbox="1402 609 2039 651">25% of net eligible costs reimbursed</td> </tr> <tr> <td data-bbox="766 651 1402 693">26 – 50 Points</td> <td data-bbox="1402 651 2039 693">50% of net eligible costs reimbursed</td> </tr> <tr> <td data-bbox="766 693 1402 735">51 – 84 Points =</td> <td data-bbox="1402 693 2039 735">75% of net eligible costs reimbursed</td> </tr> <tr> <td data-bbox="766 735 1402 777">85 – 92 Points =</td> <td data-bbox="1402 735 2039 777">95% of net eligible costs reimbursed</td> </tr> <tr> <td data-bbox="766 777 1402 812">93 – 100 Points =</td> <td data-bbox="1402 777 2039 812">100% of net eligible costs reimbursed</td> </tr> </table>	25 points or less =	25% of net eligible costs reimbursed	26 – 50 Points	50% of net eligible costs reimbursed	51 – 84 Points =	75% of net eligible costs reimbursed	85 – 92 Points =	95% of net eligible costs reimbursed	93 – 100 Points =	100% of net eligible costs reimbursed
25 points or less =	25% of net eligible costs reimbursed											
26 – 50 Points	50% of net eligible costs reimbursed											
51 – 84 Points =	75% of net eligible costs reimbursed											
85 – 92 Points =	95% of net eligible costs reimbursed											
93 – 100 Points =	100% of net eligible costs reimbursed											

PART II: APPLICATION FOR PUBLIC AREA RECYCLING CONTAINERS

Limited funds are available to supply public area recycling containers in city or township buildings and facilities (City Hall, Community Centers, City Sports Arenas, etc.) for the purpose of increasing recycling in public spaces. Communities should indicate the number of recycling containers anticipated for public area recycling at community and RSWC buildings in the coming funding year.

Environmental Management Department staff will arrange for type(s), total quantities, ordering, and distribution to communities. Communities must provide environmental education messages (e.g., labels, posters, promotions, etc.) to encourage appropriate public use of the containers, and are responsible for placement and maintenance of the container and management of its contents.

1. Is your community requesting public area containers in 2011 at community buildings?

Yes No

If no, skip to **PART III: APPLICATION FOR LOCAL NEGOTIATED INITIATIVE FUNDS.**

2. Quantity: Number of public area recycling containers requested.

3. Location: Identify where requested containers will be used.

4. Distribution Location: List the location and address for container delivery.

PART III: APPLICATION FOR LOCAL NEGOTIATED INITIATIVE FUNDS

Is your community applying for Local Negotiated Initiative Funds?

Yes No

If no, skip to **PART IV: COMMUNITY FUNDING BUDGET FORM.**

Local Negotiated Initiative Fund (LNIF) projects and programs are negotiated with Environmental Management Department staff during the work planning process. Eligible LNIF projects include:

- Provide recycling education and infrastructure in educational institutions.
- Develop recognition program for businesses that implement waste reduction, reuse and recycling.
- Develop waste reduction, reuse and recycling education/communication program for businesses.
- Develop activities to increase residential recycling, including reaching community residents that are currently underserved with waste reduction, reuse and recycling messages/activities.

- Provide reduction, reuse and recycling at community-sponsored events, such as parades, community celebrations, or other short duration events.
- Facilitate and promote a community service project that promotes waste reduction, reuse and recycling (e.g., It's In the Bag Program).
- OTHER activity that enhances residential recycling or residential or business participation at The Recycling Zone, as negotiated with the Department during the work planning process.

Annual Report: Please note that LNIF project results must be included in the final 2011 Annual Report and include: opportunities and challenges encountered and how the initiative can be replicated in other communities.

1. Please identify the cost and type of LNIF project from the above list of eligible projects that your community would like to complete.

Cost:

Type of LNIF project:

2. Please summarize in two or three paragraphs the work that your community would like to perform in this LNIF project area. Include a brief description of why you chose the specific project area, including a discussion of the community need.

3. Briefly describe how the LNIF project will have a long-term impact for your community. How do you see this work continuing after the LNIF project is complete?

4. Local Negotiated Fund Work Plan, for each selected Initiative – Please describe your community’s proposed plan for 2011 Local Negotiated Initiative Funds, including the items below:

ACTIVITY	PARTNERS AND RESOURCES	TIMELINE	BUDGET BREAKDOWN	PRE-MEASUREMENT AND POST-MEASUREMENT

PART IV. 2011 COMMUNITY FUNDING BUDGET

Communities must enter estimated costs, per line item, in appropriate sections of A.1. Administrative Costs and A.2 Promotional/Educational Costs. Please list any community contributions in the community share column. Community contributions are not mandatory. The total County share may not exceed the 'amount of funds eligible for" in Part I of this application. Unexpended funding from budgets may not be carried over.

A.1. Administrative Costs	County Share	Community Share	Total (County/Community combined)
Direct Salaries			0
Direct Mileage			0
Direct Membership & Training & Subscriptions			0
Consultant Services and/or Temporary Help			0
Software			0
Other (List & Describe			0
Administrative Costs Subtotal	0	0	0
A.2. Promotional/Educational Costs	County Share	Community Share	Total (County/Community combined)
Design/Printing Costs			0
Distribution Costs			0
Advertisements			0
Videos/Billboards			0
Promotional Items			0
Special Events (Displays, Performance fees)			0
Other (List & Describe)			0
Promotional/Educational Costs Subtotal	0	0	0
B. Total Budget Amount (A.1+A.2)	0	0	0
C. Total LNIF Amount Requested From County			0
D. Total Budget Requested	0		

PART IV. 2011 COMMUNITY FUNDING BUDGET

Communities must enter estimated costs, per line item, in appropriate sections of A.1. Administrative Costs and A.2 Promotional/Educational Costs. Please list any community contributions in the community share column. Community contributions are not mandatory. The total County share may not exceed the 'amount of funds eligible for' in Part I of this application. Unexpended funding from budgets may not be carried over.

A.1. Administrative Costs	County Share	Community Share	Total (County/Community combined)
Direct Salaries	18000	6000	24000
Direct Mileage		250	250
Direct Membership & Training & Subscriptions	350		350
Consultant Services and/or Temporary Help	0		0
Software			0
Other (List & Describe)	200		200
Administrative Costs Subtotal	18550	6250	24800

A.2. Promotional/Educational Costs	County Share	Community Share	Total (County/Community combined)
Design/Printing Costs	6050		6050
Distribution Costs	3000		3000
Advertisements	600		600
Videos/Billboards			0
Promotional Items	3500		3500
Special Events (Displays, Performance fees)			0
Other (List & Describe)			0
Promotional/Educational Costs Subtotal	13150	0	13150

B. Total Budget Amount (A.1+A.2)	31700	6250	37950 37950
C. Total LNIF Amount Requested From County			0
D. Total Budget Requested	31700		

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: October 25, 2010
Item Type: Consent
Contact: Judy Thill, 651-450-2495
Prepared by: Judy Thill, Fire Chief
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 acceptance of a \$300 donation from H. W. Michie.

SUMMARY

Mr. H. W. Michie, a resident of Inver Grove Heights, as well as a friend and regular supporter of the Inver Grove Heights Fire Department, recently donated \$300 to the IGH Fire Department.

The IGH Fire Department sincerely appreciates Mr. Michie’s very kind donation and thanks him for his regular support and generosity.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

30-DAY SUSPENSION OF FIREFIGHTER

Meeting Date: October 25, 2010
Item Type: Consent
Contact: Judy Thill, Fire Chief
Prepared by: Judy Thill
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 Confirm suspension of Firefighter Katie Kuenzi for failing to follow fire department protocol.

SUMMARY According to Fire Department protocol, Firefighters who move their location of residence are required to seek permission before making that move. More specifically, Firefighters wishing to change response from one station to another are supposed to seek permission before making that move.

Firefighter Kuenzi was assigned to respond out of station 1. She moved her residence from station 1's response area to station 3 and did not request consideration for that move. Without asking for permission, Firefighter Kuenzi violated protocol regarding changing addresses and stations, did not fulfill all of her duties at station 1, and compromised her peers' safety by making and unauthorized move from one station to the other.

As a result, Firefighter Kuenzi is suspended for 30 days. Her suspension will begin on October 26, 2010 at 12:01 AM and end at 12:00 midnight on November 24, 2010.

Staff recommends City Council confirm this suspension.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Individual Massage Therapist License

Meeting Date: October 25, 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 Jessica Hogan for an individual massage therapist license.

SUMMARY: An application has been submitted by Ms. Hogan 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 Jessica Hogan for an Individual Massage Therapist License to contract for service at the 65th Street Salon & Spa, 3105 65th St. E.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Schedule Special Council Meeting

Meeting Date: October 25, 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: Schedule special Council meeting on Friday, November 5, 2010 at 7:30 a.m. in the City Council Chambers to canvass the results of the General Election.

SUMMARY: Council is required to canvass the results of the 2010 General Election on the third day following the election, November 5th.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: October 25, 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: Jamie Radloff, Roderick Guetter, Desiree Fielding, Chris Clements, Michael Carlson, Alexx Hansen, Sam Frid, and Sarah Birkelo.

Please confirm the seasonal/temporary termination of: Jessica Baltes, Joseph Gubash, Scott Gubash, James Engelke, Edward Steele, Jessica Barnhart, Taylor Floyd, Jesse Forsell, Samuel Gamblain, Jesse Gunderman, James Marascuilo, Joel Krech, Gunnar Nelson, Brandilyne Schierland, Seth Anderson, Tracey Ellis, Charles Moore, Laura Nelli, Joshua Paulson, Jonathan Rief, Kelly Weldon, Jane Bieniek, Emily Birnstengle, Mike Bowman, Aaron Bray, Alyssa Bray, Laura Dochniak, Joshua Eckl, Rachael Geng, Zachary Hansen, Meghan Jeffrey, Anna Marsden, Rachel Nyberg, Matthew Price, Elizabeth Robinette, Renee Schlittler, Sarah Speldrick and Melissa Wells.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

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

Meeting Date: October 25, 2010
 Item Type: Public Hearing
 Contact: 651.450.2513
 Prepared by: Melissa Rheaume
 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:

Conduct public hearing to consider the application of Edward Carlson for an On-Sale/Sunday Intoxicating Liquor License for premises located at 7537 Concord Boulevard.

SUMMARY:

Mr. Edward Carlson submitted an application for an On-Sale/Sunday Intoxicating Liquor License for the premises located at 7537 Concord Boulevard. The applicant has completed a new application and provided the required information as per City Code. The Police Department reviewed the application, verified the information that was provided, and found no basis for denial of the application. The establishment is not currently open for business and an estimated date of opening was not known at the time this memo was written. Staff would suggest that approval of the license be contingent upon receipt of proof of Worker’s Compensation Insurance. The applicant has been made aware of this stipulation and intends to enact the policy upon hiring employees and establishing a firm opening date. The applicant did furnish a certificate of valid liquor liability insurance with the application.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CITY OF INVER GROVE HEIGHTS; Outdoor wood burners – CASE NO. 10-20ZA

Meeting Date: October 25, 2010
 Item Type: Regular
 Contact: Heather Botten 651.450.2569
 Prepared by:  Heather Botten, Associate Planner
 Reviewed by:  Planning

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

PURPOSE/ACTION REQUESTED

Consider the Second Reading of an **Ordinance** banning Outdoor Wood Burners/Boilers (OWBs).

- Requires 3/5th's vote.
- 60-day deadline: N/A

SUMMARY

The City Council discussed the first reading of the ordinance amendment at the October 11 meeting. The direction Council gave at the meeting is to prohibit future OWBs and the use of the existing OWBs. The primary points of discussion were testimony from the audience and discussions about the definition of an outdoor burner/boiler.

In response to Council concerns during the first reading, the City Attorney and staff have met to discuss the definition of an OWB. The attached ordinance reflects the changes to the definition section. In summary, the ordinance:

- Prohibits a stand-alone OWB
- Allows a burner to be located in a home or accessory building as long as it only heats the structure it is located in
- Prohibits a burner in a detached accessory building to transfer or convey heat to another structure.

Attached for your consideration is the second reading of an **Ordinance prohibiting future and existing OWBs** in the nuisance ordinance and through the zoning ordinance.

RECOMMENDATION

Staff: Staff recommends approval of the second reading of the ordinance amendment as proposed

Attachments: Ordinance banning future and existing OWBs

Ord. No. 10-

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

**AN ORDINANCE DECLARING OUTDOOR BURNERS/BOILERS TO BE NUISANCES,
PROHIBITING CONSTRUCTION OF NEW OUTDOOR BURNERS/BOILERS,
PROHIBITING THE USE AND OPERATION OF EXISTING OUTDOOR
BURNERS/BOILERS, AND DECLARING NEW AND EXISTING OUTDOOR
BURNERS/BOILERS USED OR OPERATED FROM AND AFTER OCTOBER 1, 2011 TO
BE NUISANCES**

The City Council of Inver Grove Heights does hereby ordain:

Section 1. Enactment. Title 10, Chapter 17, Sections 1A through 1D are enacted to read as follows:

10-17-1: OUTDOOR BURNERS/BOILERS:

- A. Findings: The City Council of the City of Inver Grove Heights adopts the following findings concerning outdoor burners/boilers and the need to prohibit new outdoor burners/boilers:
1. Wood smoke is one of the chief causes of certain types of air pollution in the United States. (When Smoke Gets in Your Lungs: Outdoor Wood Boilers in New York State, Eliot Spitzer, Attorney General of New York State, Environmental Protection Bureau, August 2005, p. 6)
 2. Residential wood smoke contains fine particles and toxic air pollutants (e.g. benzene and formaldehyde). (Strategies for Reducing Residential Wood Smoke, Outreach and Information Division, Air Quality Planning Division, Office of Air Quality Planning and Standards, U.S. Environmental Protection Agency, October 29, 2009, p. 4)
 3. Outdoor wood burners/boilers may emit significant pollution because the basic design of the outdoor wood burner/boiler causes fuel to burn incompletely, or smolder, which results in thick smoke and high particulate emissions. (When Smoke Gets in Your Lungs: Outdoor Wood Boilers in New York State, Eliot Spitzer, Attorney General of New York State, Environmental Protection Bureau, August 2005, p.5)
 4. Smoke emitted from outdoor wood burners/boilers can cause or contribute to short-term health harms such as eye, nose, throat and lung irritation, coughing and shortness of breath, and may exacerbate asthma or trigger asthma attacks. (When Smoke Gets in Your Lungs: Outdoor Wood Boilers in New York State, Eliot Spitzer, Attorney General of New York State, Environmental Protection Bureau, August 2005, p.5)

5. Chronic exposure to smoke can cause long-term effects such as asthma, heart and lung disease, and cancer. (When Smoke Gets in Your Lungs: Outdoor Wood Boilers in New York State, Eliot Spitzer, Attorney General of New York State, Environmental Protection Bureau, August 2005, p. 5)
6. There is public concern about the use of older technology hydronic heaters (also known as outdoor wood boilers) and their growing use, particularly in the Northeast and Midwest. (Strategies for Reducing Residential Wood Smoke, Outreach and Information Division, Air Quality Planning Division, Office of Air Quality Planning and Standards, U.S. Environmental Protection Agency, October 29, 2009, p. 4)
7. As traditional sources of fuel (e.g. natural gas and heating oil) prices have gone up over the last several years, the purchase and use of wood-fired hydronic heaters, also known as “outdoor wood boilers” have increased. (Strategies for Reducing Residential Wood Smoke, Outreach and Information Division, Air Quality Planning Division, Office of Air Quality Planning and Standards, U.S. Environmental Protection Agency, October 29, 2009, p. 6)
8. Outdoor wood burner/boiler chimneys are often short and thus do not carry the smoke past the heights of neighboring homes, thus resulting in undispersed smoke and more concentrated pollutions at lower elevations. (When Smoke Gets in Your Lungs: Outdoor Wood Boilers in New York State, Eliot Spitzer, Attorney General of New York State, Environmental Protection Bureau, August 2005, p.5, 12).
9. The United States Environmental Protection Agency does not currently regulate the manufacture, sale, or efficiency claims of outdoor wood burner/boilers. (When Smoke Gets in Your Lungs: Outdoor Wood Boilers in New York State, Eliot Spitzer, Attorney General of New York State, Environmental Protection Bureau, August 2005, p. 17).
10. In light of the significant harm that wood smoke can present, the City Council finds that the burning of other plant-based materials, including but not limited to wood pellets and corn, poses health risks similar to those posed by wood smoke.
11. Given the potential for significant harm to residents’ health, the City Council hereby finds and declares that outdoor burner/boilers constitute a public nuisance.
12. The City Council hereby finds and declares that an outdoor burner/boiler that is a legal nonconforming use as of December 1, 2010 and that is not operated in accordance with the performance standards of this Chapter constitutes a public nuisance.

B. Definitions:

1. **OUTDOOR BURNER/BOILER:** A freestanding device designed, intended or used for the burning of wood or other biomass materials including but not limited to wood pellets or corn that is located outside of the structure or building for which it

is primarily designed and intended to provide heat through pipes, pumps or other apparatus by distributing, transferring or conveying heated fluids or gases. This definition includes but is not limited to the following commonly described devices: outdoor wood burners, outdoor wood boilers, outdoor wood boiler systems, outdoor wood burning furnaces, outdoor wood heaters, outdoor wood-fired boilers, and outdoor wood-fired furnaces, as well as outdoor burners, outdoor boilers, outdoor boiler systems, outdoor furnaces, outdoor boilers and outdoor heaters.

Outdoor burner/boiler does not include fire pits, recreational fires or fireplaces. Outdoor burner/boiler does not include any device burning wood or other biomass materials that is primarily designed, intended or used to heat the structure within which the device is located. Outdoor burner/boiler does not include any heating device that uses gas or oil as a primary fuel source.

C. Prohibition of New Outdoor Burners/Boilers

As of the effective date of this ordinance, outdoor burners/boilers are prohibited subject to section 10-17-1(D).

D. Prohibition of Use and Operation of Existing Outdoor Burners/Boilers

The owner of an existing outdoor burner/boiler must not use or operate the outdoor burner/boiler from and after October 1, 2011.

Section 2. Amendment. Title 5, Chapter 9, Section 2(A) is amended to read as follows:

PROPERTY NUISANCE: A. Means and includes any of the following:

1. Violations of this chapter.
2. Violations of the fencing regulations (section 10-15-12 of this code).
3. Violations of the mixed municipal solid waste disposal regulations (section 8-6-5 of this code).
4. Violations of the compost regulations (section 8-6-6 of this code).
5. Violations of the sidewalk regulations (section 7-1-2 of this code).
6. Digging, excavating, or doing any act that alters or affects the drainage of property or alters or affects flows of the public storm sewer and drainage ditch system, except in accordance with the regulations of the city.
7. Noises, odors, vibrations or emissions of smoke, fumes, gas, soot, cinders, ash or otherwise that exceed the standards of the Minnesota pollution control agency.

8. Permitting, suffering, maintaining, or failing to remove any unsanitary, unsafe, dangerous or unhealthy condition outside of a building or shed on the property resulting from a failure to properly dispose of garbage, sewage, waste, debris or any other unwholesome or offensive substance, liquid, or thing upon property, or dropping, discharging, depositing or otherwise delivering the same upon the property of another or public property.
9. Any fence, dock, deck, tree, pole, excavation, hole, pit, or uncovered foundation, which, by reason of the condition, creates a public health or safety hazard.
10. An outdoor burner/boiler installed after the effective date of this ordinance.
11. Any outdoor burner/boiler existing as of effective date of this ordinance that is used or operated from and after October 1, 2011.

Section 3. Effective Date. This ordinance shall be in full force and effect from December 1, 2010.

Passed this _____ day of _____, 2010.

George Tourville, Mayor

Attest

Melissa Rheume, Deputy City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

New Subsurface Treatment System (SSTS) Ordinance (commonly referred to as ‘Septic Code’).

Meeting Date: October 25, 2010
 Item Type: Regular Agenda
 Contact: Franklin Martin: 651-450-2549
 Prepared by: Franklin Martin, Building Official
 Reviewed by: Tom Link, Community Development Director
 Levander, Gillen, & Miller

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

The City Council is to consider approval of the third and final reading of the new subsurface treatment system (SSTS) ordinance as amended, and resolution adopting for publication the summary of the SSTS Ordinance.

SUMMARY

State law mandates that the City of Inver Grove Heights adopts the Dakota County or equivalent code document within one calendar year of the County’s adoption; therefore, the City of Inver Grove Heights has completed the revision of our entire existing Subsurface Sewage Treatment System (SSTS) ordinance to be in compliance with State and County regulations. On November 17, 2009, Dakota County adopted the Minnesota Pollution Control Agency (MPCA) new SSTS code.

- The proposed city code amendment provides for modifying the text of the county ordinance so that it can be set forth fully in a re-codification of Title 8, Chapter 5. This means that for the first time the city code will have a fully integrated set of county and city sewage treatment system standards in one document.
- Provisions unique to Inver Grove Heights that carry over from the City’s existing regulations are:
 - Limitations on animal (e.g., slaughter house), commercial and industrial wastes that cannot be adequately treated in a subsurface sewage treatment system. Sec. 8-5-5.06 (E).
 - Holding tanks are continued to be allowed for secondary discharge (e.g., hazardous waste containment overflows) and for marina sanitary pump-out facilities, though the 2000 gallon aggregate tank capacity limitation is removed to avoid conflict with state rules. Sec. 8-5-6.06(B)(5).
 - Site evaluation requirement for platting or waiver of platting. Sec. 8-5-17.00
 - Operating permits will remain three years. Sec. 8-5-7-04(H)(1).

- Use of private inspectors for Point-of-Sale compliance inspections of existing systems. Sec. 8-5-9.02(D)(1)(B).
- Provisions unique to Inver Grove Heights that are new:
 - Provides a performance standard for effluent screens on most new and replacement sewage systems. Sec. 8-5-6.02(C).
 - Evaluates the size of the septic system as part of the compliance inspection and provides for a one year period of time to upgrade undersized systems. **Existing systems sized to previous editions of state standards would not have to be upgraded.** An exception also provides performance criteria that allow postponing indefinitely the upgrade of an undersized system so long as its usage is below a sustained heavy level that could cause it to prematurely fail. Sec. 8-5-6.03 (C).
 - Creates an initial date for owners to obtain operating permits for certain types of existing systems (i.e. aerobic tanks and systems with flows from 5,000 to 10,000 gallons per day). Sec. 8-5-7.04(K).
- Most of the other changes are of a minor nature and are added in response to MPCA review comments or to allow current city practices to continue.
- Additionally, there is no impact to the owners of existing systems that are compliant with all current provisions. The impact to existing owners will only occur at the sale of a home that has an undersized septic system as a result of finishing off additional space in the home without required building permits and inspections. The new requirement of verifying the size of the system in relation to the size of the building will provide a minimum level of protection for a buyer that is purchasing a home with a specific number of bedrooms. To allow for the large numbered bedrooms to few occupant ratios that we may see, there is a performance exception that will allow them to keep the undersized system if the new owners can show that their daily flow rate is seventy percent of the daily recommended flow rate.

CONCLUSION

In closing, the complete overhaul of our septic system is to accommodate all new rules and regulations from the State and County code updates. We are also bringing forth some historical amendments that we have always had in addition to creating new performance requirements for effluent screens and certifications. Staff recommends approval of third and final reading of the ordinance regarding Subsurface Sewage Treatment Systems.

Attachments:

Ordinance amending Title 8, Chapter 5 (Revised 6 October 2010 Draft)
 Summary of Ordinance
 Resolution regarding the summary of the ordinance

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

**RESOLUTION NO. _____ ADOPTING FOR PUBLICATION THE
SUMMARY OF ORDINANCE NO. _____
REGULATING SUBSURFACE SEWAGE TREATMENT SYSTEMS WITHIN THE
CITY OF INVER GROVE HEIGHTS, MINNESOTA AND AMENDING INVER GROVE
HEIGHTS CITY CODE TITLE 8 CHAPTER 5**

WHEREAS the City Council has, following three readings, adopted Ordinance No. _____
Regulating Subsurface Sewage Treatment Systems Within the city of Inver Grove Heights,
Minnesota and Amending Inver Grove Heights City Code Title 8 Chapter 5 on October 25, 2010;
and

WHEREAS Ordinance No. _____ is lengthy, consisting of more than 38 pages; and

WHEREAS Minnesota Statutes Sections 331A.01, subdivision 10, and 412.191, subdivision 4,
allow publication by title and summary of lengthy ordinances; and

WHEREAS the City Council desires to adopt the following summary of Ordinance No.
_____ for publication purposes, which is in conformance with Minnesota Statutes Section
331A.01, subdivision 10; and

WHEREAS the City Council has determined that publication of the title and a summary of
Ordinance No. _____ would clearly inform the public of the intent and effect of the
ordinance;

NOW THEREFORE the City Council, by a four-fifths vote of its members, directs that only
the title of Ordinance No. _____ and the summary listed below be published with notice that
a printed copy of the entirety of Ordinance No. _____ is available for inspection at no cost
during regular business hours at the Inver Grove Heights City Hall, located at 8150 Barbara
Avenue, Inver Grove Heights, Minnesota, at the Inver Glen Library, located at 8098 Blaine
Avenue, Inver Grove Heights, Minnesota, at the Veterans Memorial Community Center, located
at 8055 Barbara Avenue, Inver Grove Heights, Minnesota, and by standard or electronic mail.
Upon publication of this summary, Ordinance No. _____ shall be in full force and effect.

This resolution adopted by at least a four-fifths vote of the City Council this 25^h day of October, 2010.

Ayes:

Nays:

Mayor George Tourville

Attest

Melissa Rheaume

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

**SUMMARY OF ORDINANCE NO. _____
WHICH REGULATES SUBSURFACE SEWAGE TREATMENT SYSTEMS WITHIN
THE CITY OF INVER GROVE HEIGHTS, MINNESOTA AND AMENDS INVER
GROVE HEIGHTS CITY CODE TITLE 8 CHAPTER 5**

The City Council of Inver Grove Heights ordains as follows:

Section 1. Purpose.

On October 25, 2010, the City Council of Inver Grove Heights adopted Ordinance No. _____ (the “SSTS Ordinance”), which repealed the City’s existing septic regulations and enacted new regulations for subsurface sewage treatment systems (“SSTS”) within the City, to being the City’s regulations in conformance with recent changes to Minnesota statutory and regulatory law. Rather than publish the entire SSTS Ordinance, the City Council desires to adopt this summary of the SSTS Ordinance for publication purposes.

The SSTS Ordinance is available in its entirety for inspection during regular business hours at the Inver Grove Heights City Hall, located at 8150 Barbara Avenue, Inver Grove Heights, Minnesota, at the Inver Glen Library, located at 8098 Blaine Avenue, Inver Grove Heights, Minnesota, and at the Veterans Memorial Community Center, located at 8055 Barbara Avenue, Inver Grove Heights, Minnesota.

Section 2. Summary of SSTS Ordinance.

2.1 Repeal of Existing City Code Provisions Pertaining to Septic Systems. The SSTS Ordinance repeals City Code Title 8, Chapter 5, Sections 1 through 12, which currently regulate septic systems in the City.

2.2 Enactment of the SSTS Ordinance. The SSTS Ordinance enacts Title 8, Chapter 5, Sections 1.00 through 19.00 which are summarized as follows:

8-5-1.00 PURPOSE, INTENT AND AUTHORITY

This section describes the purpose and intent of this chapter, which is to protect water sources in the city, regulate construction, maintenance and use of septic systems and provide standards for the same. The section recites the city’s authority for the chapter, which comes from Minnesota Statutes, Chapters 115, 145A, and 375 and their successor statutes, as well as Minnesota Rules, Chapters 7080 through 7083 and their successor rules.

8-5-2.00 DEFINITIONS

This section provides definitions for the administration of this chapter.

8-5-3.00 GENERAL PROVISIONS

This section provides a description of what the chapter is regulating; namely, the siting, design, installation, alteration, operation, maintenance, monitoring and management of all septic systems in the city. It also describes the jurisdiction of the city with respect to regulation of septic systems.

8-5-4.00 ADMINISTRATION

This section provides that the city will administer the septic system program, update and revise this chapter as necessary and retain the appropriate personnel to administer the septic system program. This section also provides that septic systems with design flows of greater than 10,000 gallons a day are required to obtain state disposal system permits.

8-5-5.00 GENERAL REQUIREMENTS

This section provides that this chapter governs all septic systems, regardless of installation date, addresses the validity of existing septic permits, and the requirement for two dispersal sites for systems on lots created after January 23, 1996.

This section requires that design, installation, alteration, repair, maintenance, operation, pumping and inspection activities related to septic systems be done by licensed businesses; certified, qualified employees, or persons exempted from licensure by state law and describes those persons exempted from licensure.

This section also outlines prohibited activities or structures under this chapter, including the following: occupancy and use of a building with a noncompliant septic system, discharge of sewage to the ground surface or surface water, discharge to a well or boring, discharge of hazardous materials, limits on commercial and industrial discharge, and Class V injection wells.

This section also requires submission of maintenance reports for work performed on septic systems, including pumping of the systems.

8-5-6.00 SSTS STANDARDS

This section adopts hydraulic loading rate and septic system sizing standards for septic systems. It also describes the conditions under which holding tanks will be permitted and describes the effluent screens required to be used in the city.

This section provides vertical separation requirements for the following categories of properties: (1) septic systems build before April 1, 1996 that are not located in shoreland, wellhead protection areas, or providing septic treatment for food, beverage or lodging establishments; and (2) septic systems built after March 31, 1996 that are not located in shoreland, wellhead protection areas, or providing septic treatment for food, beverage or lodging establishments.

This section requires septic systems of be appropriately sized and provides guidelines for reduced capacity septic systems.

This section also requires that the most restrictive provision prevail when there are multiple applicable provisions found in this chapter, any other ordinance, law, rule, or regulation.

8-5-7.00 SSTS PERMITTING

This section requires permits for construction of new or replacement septic systems and describes the permitting process for such systems. It also requires the filing of a management plan to with the city for new and replacement septic systems. The management plans must be prepared by a certified designer and contain operating requirements, monitoring requirements and maintenance requirements, a requirement to notify the city when the plan requirements are not met, disclosure of the location and condition of additional soil treatment and dispersal area on the owner's property or serving the owner's property and other requirements imposed by the city.

This section also requires operating permits for Type IV, Type V and mid-sized septic systems, and describes the permitting process for such systems. Owners of such systems are required to have monitoring and disposal contracts. This section describes the terms and conditions that the City may impose on such permits, the duration of the permit, the non-transferability of the permit, compliance monitoring requirements associated with the permit, the January 1, 2012 deadline for obtaining initial permits and the suspension or revocation of the permit.

This section also generally requires compliance with the conditions of any permit and requires that septic systems not under a management plan or operating permit be inspected and solids removed every three years if necessary.

8-5-8.00 ABANDONMENT

This section requires that when the use of any septic system that is discontinued for repair, modification, replacement or decommissioning after connection to city or private sanitary sewer, condemnation, or demolition of the building served by the septic system, that the use of such system cease. It also requires abandonment in conformance with Minnesota Rules and the filing of an abandonment certificate.

8-5-9.00 COMPLIANCE MANAGEMENT

This section describes the city's responsibility to perform compliance inspections of the septic systems in the city. It describes the procedures for compliance inspections pertaining to new construction or replacement septic treatment systems, as well as existing septic systems. This section also provides requirements for the sale or transfer of properties that have septic systems; namely, the procurement of a certificate of compliance or, alternatively the escrow of funds necessary to bring the septic system into compliance. There are also provisions in this section pertaining the city's right of access for inspections and conflict of interest for septic system designers, installers and inspectors.

8-5-10.00 VARIANCES

This section describes the variance process. It describes the variances which are prohibited, the procedure for requesting a variance, the factors that the City Council may consider in granting a variance, the ability of the City Council to impose conditions on a variance, as well as the appeal process with respect to a denial of a variance.

8-5-11.00 VIOLATIONS

This section describes and authorizes the various enforcement actions that the city may take with respect to violations, as well as describes the process associated with each such action. These actions include the following:

- Issuance of warning notices;
- Issuance of a notice of violation;
- Issuance of a citation or complaint;
- Issuance of a cease and desist or stop work order
- Abatement;
- Suspension or revocation of a permit;
- Execution of a stipulation agreement;
- Issuance of a correction notice; and/or
- Commencement of other civil proceedings.

8-5-12.00 [RESERVED]

8-5-13.00 [RESERVED]

8-5-14.00 RECORD KEEPING AND ANNUAL REPORT

This section requires the city to maintain a current record of all permitted SSTS systems.

8-5-15.00 SEVERABILITY

This section provides that if any part of the chapter is deemed unconstitutional or invalid, the remaining provisions are unaffected and remain in full force.

8-5-16.00 REMEDIES CUMULATIVE

This section provides that no remedy in this chapter is exclusive, the remedies are cumulative and are in addition to any other remedies available and that any delay in the exercise of a remedy is not a waiver of that remedy.

8-5-17.00 SITE EVALUATION FOR PLATTING OR WAIVER OF PLATTING

This section requires soil analysis for unsewered areas that require platting or waiver of platting that demonstrates the existence soil capable of supporting at least two sites for a septic system on each lot and provides that a failure to do so shall be grounds for denial of a plat or a waiver of platting.

8-5-18.00 CONFLICTING PROVISIONS

This section provides for reconciliation of conflicts between this chapter and Minnesota Rules, chapters 7080-7083, Dakota County Ordinance No. 113 and City Code subsections 10-13B-16B, 10-13C-12B8 or 10-13D-10 of this code.

8-5-19.00 MISDEMEANOR VIOLATION.

A violation of this chapter is a misdemeanor. Presentation of false or intentionally misleading information or documents by the owner or licensed designers, installers, inspectors, maintainers or service providers is also a misdemeanor.

Section 3. Effective Date.

Upon publication of this Ordinance, Ordinance No. _____ shall be in full force and effect.

Enacted and ordained into an Ordinance this 25th day of October, 2010.

Ayes:
Nays:

Mayor George Tourville

Attest

Melissa Rheume

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

**SUMMARY OF ORDINANCE NO. _____
WHICH REGULATES SUBSURFACE SEWAGE TREATMENT SYSTEMS WITHIN
THE CITY OF INVER GROVE HEIGHTS, MINNESOTA AND AMENDS INVER
GROVE HEIGHTS CITY CODE TITLE 8 CHAPTER 5**

The City Council of Inver Grove Heights ordains as follows:

Section 1. Purpose.

On October 25, 2010, the City Council of Inver Grove Heights adopted Ordinance No. _____ (the “SSTS Ordinance”), which repealed the City’s existing septic regulations and enacted new regulations for subsurface sewage treatment systems (“SSTS”) within the City, to being the City’s regulations in conformance with recent changes to Minnesota statutory and regulatory law. Rather than publish the entire SSTS Ordinance, the City Council desires to adopt this summary of the SSTS Ordinance for publication purposes.

The SSTS Ordinance is available in its entirety for inspection during regular business hours at the Inver Grove Heights City Hall, located at 8150 Barbara Avenue, Inver Grove Heights, Minnesota, at the Inver Glen Library, located at 8098 Blaine Avenue, Inver Grove Heights, Minnesota, and at the Veterans Memorial Community Center, located at 8055 Barbara Avenue, Inver Grove Heights, Minnesota.

Section 2. Summary of SSTS Ordinance.

2.1 Repeal of Existing City Code Provisions Pertaining to Septic Systems. The SSTS Ordinance repeals City Code Title 8, Chapter 5, Sections 1 through 12, which currently regulate septic systems in the City.

2.2 Enactment of the SSTS Ordinance. The SSTS Ordinance enacts Title 8, Chapter 5, Sections 1.00 through 19.00 which are summarized as follows:

8-5-1.00 PURPOSE, INTENT AND AUTHORITY

This section describes the purpose and intent of this chapter, which is to protect water sources in the city, regulate construction, maintenance and use of septic systems and provide standards for the same. The section recites the city’s authority for the chapter, which comes from Minnesota Statutes, Chapters 115, 145A, and 375 and their successor statutes, as well as Minnesota Rules, Chapters 7080 through 7083 and their successor rules.

8-5-2.00 DEFINITIONS

This section provides definitions for the administration of this chapter.

8-5-3.00 GENERAL PROVISIONS

This section provides a description of what the chapter is regulating; namely, the siting, design, installation, alteration, operation, maintenance, monitoring and management of all septic systems in the city. It also describes the jurisdiction of the city with respect to regulation of septic systems.

8-5-4.00 ADMINISTRATION

This section provides that the city will administer the septic system program, update and revise this chapter as necessary and retain the appropriate personnel to administer the septic system program. This section also provides that septic systems with design flows of greater than 10,000 gallons a day are required to obtain state disposal system permits.

8-5-5.00 GENERAL REQUIREMENTS

This section provides that this chapter governs all septic systems, regardless of installation date, addresses the validity of existing septic permits, and the requirement for two dispersal sites for systems on lots created after January 23, 1996.

This section requires that design, installation, alteration, repair, maintenance, operation, pumping and inspection activities related to septic systems be done by licensed businesses; certified, qualified employees, or persons exempted from licensure by state law and describes those persons exempted from licensure.

This section also outlines prohibited activities or structures under this chapter, including the following: occupancy and use of a building with a noncompliant septic system, discharge of sewage to the ground surface or surface water, discharge to a well or boring, discharge of hazardous materials, limits on commercial and industrial discharge, and Class V injection wells.

This section also requires submission of maintenance reports for work performed on septic systems, including pumping of the systems.

8-5-6.00 SSTS STANDARDS

This section adopts hydraulic loading rate and septic system sizing standards for septic systems. It also describes the conditions under which holding tanks will be permitted and describes the effluent screens required to be used in the city.

This section provides vertical separation requirements for the following categories of properties: (1) septic systems build before April 1, 1996 that are not located in

shoreland, wellhead protection areas, or providing septic treatment for food, beverage or lodging establishments; and (2) septic systems built after March 31, 1996 that are not located in shoreland, wellhead protection areas, or providing septic treatment for food, beverage or lodging establishments.

This section requires septic systems of be appropriately sized and provides guidelines for reduced capacity septic systems.

This section also requires that the most restrictive provision prevail when there are multiple applicable provisions found in this chapter, any other ordinance, law, rule, or regulation.

8-5-7.00 SSTS PERMITTING

This section requires permits for construction of new or replacement septic systems and describes the permitting process for such systems. It also requires the filing of a management plan to with the city for new and replacement septic systems. The management plans must be prepared by a certified designer and contain operating requirements, monitoring requirements and maintenance requirements, a requirement to notify the city when the plan requirements are not met, disclosure of the location and condition of additional soil treatment and dispersal area on the owner's property or serving the owner's property and other requirements imposed by the city.

This section also requires operating permits for Type IV, Type V and mid-sized septic systems, and describes the permitting process for such systems. Owners of such systems are required to have monitoring and disposal contracts. This section describes the terms and conditions that the City may impose on such permits, the duration of the permit, the non-transferability of the permit, compliance monitoring requirements associated with the permit, the January 1, 2012 deadline for obtaining initial permits and the suspension or revocation of the permit.

This section also generally requires compliance with the conditions of any permit and requires that septic systems not under a management plan or operating permit be inspected and solids removed every three years if necessary.

8-5-8.00 ABANDONMENT

This section requires that when the use of any septic system that is discontinued for repair, modification, replacement or decommissioning after connection to city or private sanitary sewer, condemnation, or demolition of the building served by the septic system, that the use of such system cease. It also requires abandonment in conformance with Minnesota Rules and the filing of an abandonment certificate.

8-5-9.00 COMPLIANCE MANAGEMENT

This section describes the city's responsibility to perform compliance inspections of the septic systems in the city. It describes the procedures for compliance inspections pertaining to new construction or replacement septic treatment systems, as well as existing septic systems. This section also provides requirements for the sale or transfer of properties that have septic systems; namely, the procurement of a certificate of compliance or, alternatively the escrow of funds necessary to bring the septic system into compliance. There are also provisions in this section pertaining the city's right of access for inspections and conflict of interest for septic system designers, installers and inspectors.

8-5-10.00 VARIANCES

This section describes the variance process. It describes the variances which are prohibited, the procedure for requesting a variance, the factors that the City Council may consider in granting a variance, the ability of the City Council to impose conditions on a variance, as well as the appeal process with respect to a denial of a variance.

8-5-11.00 VIOLATIONS

This section describes and authorizes the various enforcement actions that the city may take with respect to violations, as well as describes the process associated with each such action. These actions include the following:

- Issuance of warning notices;
- Issuance of a notice of violation;
- Issuance of a citation or complaint;
- Issuance of a cease and desist or stop work order
- Abatement;
- Suspension or revocation of a permit;
- Execution of a stipulation agreement;
- Issuance of a correction notice; and/or
- Commencement of other civil proceedings.

8-5-12.00 [RESERVED]

8-5-13.00 [RESERVED]

8-5-14.00 RECORD KEEPING AND ANNUAL REPORT

This section requires the city to maintain a current record of all permitted SSTS systems.

8-5-15.00 SEVERABILITY

This section provides that if any part of the chapter is deemed unconstitutional or invalid, the remaining provisions are unaffected and remain in full force.

8-5-16.00 REMEDIES CUMULATIVE

This section provides that no remedy in this chapter is exclusive, the remedies are cumulative and are in addition to any other remedies available and that any delay in the exercise of a remedy is not a waiver of that remedy.

8-5-17.00 SITE EVALUATION FOR PLATTING OR WAIVER OF PLATTING

This section requires soil analysis for unsewered areas that require platting or waiver of platting that demonstrates the existence soil capable of supporting at least two sites for a septic system on each lot and provides that a failure to do so shall be grounds for denial of a plat or a waiver of platting.

8-5-18.00 CONFLICTING PROVISIONS

This section provides for reconciliation of conflicts between this chapter and Minnesota Rules, chapters 7080-7083, Dakota County Ordinance No. 113 and City Code subsections 10-13B-16B, 10-13C-12B8 or 10-13D-10 of this code.

8-5-19.00 MISDEMEANOR VIOLATION.

A violation of this chapter is a misdemeanor. Presentation of false or intentionally misleading information or documents by the owner or licensed designers, installers, inspectors, maintainers or service providers is also a misdemeanor.

Section 3. Effective Date.

Upon publication of this Ordinance, Ordinance No. _____ shall be in full force and effect.

Enacted and ordained into an Ordinance this 25th day of October, 2010.

Ayes:

Nays:

Mayor George Tourville

Attest

Melissa Rheaume

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CITY OF INVER GROVE HEIGHTS; Driveways – CASE NO. 10-04ZA

Meeting Date: October 25, 2010
 Item Type: Regular
 Contact:  Heather Botten 651.450.2569
 Prepared by:  Heather Botten, Associate Planner
 Reviewed by: Planning

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

PURPOSE/ACTION REQUESTED

Consider the following ordinance amendments:

- a. The first reading of an **Ordinance** regulating certain materials located in setback areas.
- b. The first reading of an **Ordinance** relating to driveways and permits and establishing City Code Title 10-5-2-D, regulating materials located in setback areas.
 - Requires 3/5th's vote.
 - 60-day deadline: N/A

SUMMARY

The City Council directed the Planning Commission to hold a public hearing regarding the regulation of driveway setbacks. The Council direction given to staff was to keep the five (5) foot driveway setback from side and rear property lines and to look into a permitting process for driveways. Additionally, new language is to be considered to further enforce the setback requirement on a going-forward basis and to establish existing encroachments as legal non-conformities.

To clarify the setback requirements and to better inform and educate the public, new ordinance language was discussed including the following potential language: *In the Residential, Estate, and Agricultural districts, the following may not be placed, constructed, or located in the side yard or rear yard setback areas: any bituminous pavement, concrete pavement, or paving blocks. Notwithstanding anything to the contrary, this prohibition shall not apply to shared driveways located along or within lot lines approved by the City.*

There are numerous driveway encroachments existing in the City that have been there for many years. Attached is a draft ordinance that would establish current existing driveway encroachments as legally established non-conformities. While existing encroachments would be allowed to remain because they would be deemed legal non-conformities, **future bituminous, concrete, and paving block encroachments** would not be allowed within the five foot side and rear setback, without an approved variance and hardship.

The City has invested substantial sums and time in its stormwater and drainage and utility easements, typically located within the five foot setback. Obstructions in drainage easements, such as driveways, jeopardize the effectiveness of these easements. Therefore, to protect the City's easements the Council has discussed requiring a permit to install or expand a driveway. Attached for your review is proposed code language requiring a permit to install or expand a driveway. Staff has discussed a \$25 permit/processing fee.

RECOMMENDATIONS

Staff: Staff recommends approval of the attached ordinance amendments to the Zoning Code as proposed.

Planning Commission: Recommended **approval** of the ordinance amendments at the October 5, 2010 meeting with the conditions listed in the attached resolutions (6-2).

Attachments: Proposed Ordinances
Planning Commission Recommendation
Planning staff report

Temporary Ordinance

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

ORDINANCE NO. _____

**AN ORDINANCE REGULATING CERTAIN MATERIALS LOCATED IN
SETBACK AREAS**

The City Council of Inver Grove Heights does hereby ordain:

The City Council of Inver Grove Heights does hereby enact an Ordinance relating to the location of certain materials located in the side yard and rear yard setback areas in the Residential, Estate, and Agricultural districts:

Section 1. In the Residential, Estate, and Agricultural districts, notwithstanding anything to the contrary contained within the Inver Grove Heights City Code, effective _____, it shall be permissible to locate concrete pavement, bituminous pavement, paving blocks, or similar materials within the side yard and rear yard setback areas. This Ordinance shall not be codified.

Section 2. Effective Date. Pursuant to Title 1-2-3-E, this Ordinance shall become effective after passage and five days after publication in the City's Official Newspaper.

Section 3. Repeal. Section 1 of this Ordinance is repealed and shall be of no further force and effect six (6) days after publication of this Ordinance in the City's official newspaper.

Passed this _____ day of _____, 2010.

Mayor George Tourville

Attest

Melissa Rheaume
Deputy City Clerk

new ordinance language

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

ORDINANCE NO. _____

**AN ORDINANCE REGULATING MATERIALS LOCATED IN SETBACK
AREAS AND ESTABLISHING INVER GROVE HEIGHTS CITY CODE TITLE
10-5-2-D**

The City Council of Inver Grove Heights does hereby ordain:

Section 1. Section 10-5-2-D of the Inver Grove Heights City Code is hereby enacted as follows:

D. In the Residential, Estate, and Agricultural districts, the following may not be placed, constructed, or located in the side yard or rear yard setback areas: any bituminous pavement, concrete pavement, or paving blocks. Notwithstanding anything to the contrary, this prohibition shall not apply to shared driveways located along or within lot lines approved by the City.

Section 2. Effective Date. This Ordinance shall be effective from and after its passage and the publication of the ordinance according to law.

Passed this _____ day of _____, 2010.

Mayor George Tourville

Attest

Melissa Rheaume
Deputy City Clerk

*new ordinance language
relating to driveway
permits*

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

ORDINANCE NO. _____

**AN ORDINANCE REGULATING DRIVEWAYS AND AMENDING INVER GROVE
HEIGHTS CITY CODE TITLE 10-15-20-I**

The City Council of Inver Grove Heights does hereby ordain:

Section 1. Amendment. Title 10-15-20-I of the Inver Grove Heights City Code is hereby amended as follows:

I. Approval, Permit Required; Time For Completion: No driveway may be constructed or expanded without first obtaining a driveway permit from the City. The applicant shall pay the fee for the driveway permit as established by City Council resolution or ordinance. The design of and the materials used for all driveways shall be approved by the engineer or the building official. The driveway shall be completely constructed in accordance with this section within one year from the date the building driveway permit was issued. (Ord. 1098, 11-8-2004)

Section 2. Effective Date. This Ordinance shall be effective from and after its passage and the publication of the ordinance according to law.

Passed this _____ day of _____, 2010.

Mayor George Tourville

Attest

Melissa Rheaume
Deputy City Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: October 5, 2010
SUBJECT: CITY OF INVER GROVE HEIGHTS – CASE NO. 10-04ZA

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for an ordinance amendment to Chapter 10 of the City Code (Zoning Ordinance) relating to improvements located in the side and rear yard setback areas and an ordinance relating to a permit being required prior to the expansion or construction of a driveway. No notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that over the past year the City Council has reviewed a few requests for driveway encroachments into the side yard setback and the City drainage and utility easements. Council subsequently directed staff to hold a public hearing regarding the regulation of driveway setbacks. Council direction given to staff was to keep the five foot driveway setback from side and rear property lines and to look into a permitting process for driveways. Additionally, new language is to be considered to further enforce the setback requirement on a going-forward basis and to establish existing encroachments as legal non-conformities. While existing encroachments would be allowed to remain as legal non-conformities, the future encroachment of bituminous, concrete or paving blocks would not be allowed within that setback area without an approved variance and hardship. Ms. Botten advised that, based on Council direction, the driveway section of the ordinance and the five foot side and rear setback shall remain. In an effort to protect the City's easements and the setbacks, staff drafted proposed code language that would require a driveway permit and the internal procedure for obtaining the permit. Staff has discussed a \$25 permit processing fee to obtain such a permit. Staff recommends approval of the proposed ordinances in the report.

Commissioner Simon asked if the legal non-conforming driveways could at any point in time be repaired or expanded, to which Ms. Botten replied they could be repaired or replaced but could not be expanded without an approved conditional use permit.

Commissioner Hark asked if the temporary ordinance would be in effect for only one day, to which Ms. Botten replied in the affirmative.

Commissioner Wippermann asked for clarification of the intent of the one day ordinance.

Ms. Botten explained that the existing encroachments which have been created over the years are technically illegal uses because the City has always had a five foot setback for driveways. The City cannot grandfather in an illegal use; therefore, they are creating an ordinance for one day to allow them to become legal non-conforming uses.

Commissioner Wippermann asked what would happen if a homeowner with an existing gravel

driveway in the setback area wanted to blacktop it.

Ms. Botten advised that gravel driveways are not allowed in the Residential districts. In the Agricultural and Estate districts they are allowed; however, the City would be able to regulate a new driveway or expansion through the permit process.

Chair Bartholomew asked if gravel or Class 5 would be permitted up to the property line, to which Ms. Botten replied in the affirmative, stating many people use it for landscaping material.

Chair Bartholomew asked how the driveway ordinance treated landscaping rock or Class 5, to which Ms. Botten replied that the ordinance currently does not address landscaping materials.

Commissioner Hark asked whether the surrounding communities required a driveway permit and if so, what the fee amount was.

Ms. Botten advised that South St. Paul requires a permit but allows driveways right up to the property line. She was unsure of the permit fee.

Chair Bartholomew asked what the City's smallest permit fee was, to which Ms. Botten replied \$15 for a temporary sign permit.

Commissioner Wippermann asked if the proposed ordinance language required a permit to replace a driveway.

Ms. Botten stated the City would encourage it, but it would not be required.

Commissioner Gooch asked if surrounding cities allowed driveways right up to the property line.

Ms. Botten stated that out of the five cities that staff contacted (Eagan, Burnsville, South St. Paul, Farmington, and Woodbury) only South St. Paul did not require a setback. Farmington and Woodbury require a five foot setback, South St. Paul requires no setback unless it's for an RV greater than 23 feet in length, Burnsville has a two foot setback, and Eagan was somewhat ambiguous.

Opening of Public Hearing

There was no public testimony.

Planning Commission Discussion

Commissioner Roth stated he did not support the proposed ordinance and felt the City should enforce the five foot setback by requiring that homeowners remove any encroachments into the setback. He stated both the homeowner and contractor have a responsibility to research and verify code requirements prior to installation of projects, and he was opposed to requiring yet one more permit.

Chair Bartholomew stated he supported the proposed ordinance since historically the City has not been aggressive in asking homeowners to remove their encroachments into setbacks, and the proposed language would at least allow the City to prevent future setback violations.

Commissioner Gooch stated that many homeowners have widened their driveways into the setbacks in order to store trailers, boats, RVs, etc. rather than parking them on the street. Because eliminating that parking would likely result in increased street parking, he would consider allowing driveways to go within two feet of the property line or perhaps right up to it. He supported grandfathering in existing encroachments.

Chair Bartholomew stated that allowing driveways to go up to the property line could cause impervious surface issues as driveways were factored into maximum impervious surface calculations.

Planning Commission Recommendation

Motion by Commissioner Wippermann, second by Commissioner Simon, to approve an ordinance amendment to Chapter 10 of the City Code (Zoning Ordinance) relating to improvements located in the side and rear yard setback areas, an ordinance relating to a permit being required prior to the expansion or construction of a driveway, and a temporary ordinance regulating certain materials located in setback areas.

Motion carried (6/2 – Roth, Koch). This item goes to City Council on October 25, 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: September 30, 2010

CASE NO: 10-04ZA

APPLICANT: City of Inver Grove Heights

REQUEST: Driveway setbacks

HEARING DATE: October 5, 2010

REVIEWING DIVISIONS: Planning

PREPARED BY: Heather Botten
Associate Planner

BACKGROUND

The City Council directed staff to hold a public hearing regarding the regulation of driveway setbacks. Over the past year the City Council reviewed a few variance requests for driveway encroachments into the side yard setback and the City drainage and utility easements. The requests were brought forward because improvements were made to the property by the property owner and City staff noticed the encroachment violations during the street reconstruction projects.

The Council direction given to staff was to keep the five (5) foot driveway setback from side and rear property lines and to look into a permitting process for driveways. Additionally, new language is to be considered to further enforce the setback requirement on a going-forward basis and to establish existing encroachments as legal non-conformities.

ANALYSIS

The current requirement of a five foot driveway setback has been in place for over 20 years and was created for the following reasons;

- to provide a buffer between abutting properties
- to keep private improvements and obstructions out of City easements
- to allow the City access to public utilities
- to maintain the drainage and stormwater runoff for a property and neighborhood
- to lower the number of property line disputes on improvements inadvertently crossing over the property line
- to provide enough space for home owners to retain snow storage on their own property
- to allow private utilities use of the five-foot drainage and utility easements.

Based on Council's direction the driveway section of the ordinance would not be changing, and the five foot side and rear setback shall remain. 10-15-20H states: *Setback requirements from side and rear property lines for all driveways shall be a minimum of 5 feet except where a shared driveway access is approved as a part of the plat.*

To clarify the setback requirements and to better inform and educate the public, new ordinance language was discussed including the following potential language: *In the Residential, Estate, and Agricultural districts, the following may not be placed, constructed, or located in the side yard or rear*

yard setback areas: any bituminous pavement, concrete pavement, or paving blocks. Notwithstanding anything to the contrary, this prohibition shall not apply to shared driveways located along or within lot lines approved by the City. This language would be included in the “Required Yard and Open Space” section of the code. The potential new language would not address materials such as gravel, class V, or landscaping rock located in the setback area. Additionally, the proposed language does not restrict the location of parking and/or storage of vehicles, trailers, boats, etc... on private property. The proposed ordinance is narrowly written to address the location of bituminous, concrete, paving blocks or similar materials at or near property lines.

The City Council has expressed concern about the existing driveway encroachments into the side and rear yard setbacks; staff share these concerns. There are numerous driveway encroachments existing in the City that have been there for many years. There is currently no way to track when a driveway was installed as a permit is not required. Attached is a draft ordinance that would establish current existing driveway encroachments as legally established non-conformities. While currently existing encroachments would be allowed to remain because they would be deemed legal non-conformities, **future bituminous, concrete, and paving block encroachments** would not be allowed within the five foot side and rear setback, without an approved variance and hardship.

MISCELLANEOUS

The City has invested substantial sums and time in its stormwater and drainage and utility easements, typically located within the five foot setback. Obstructions in drainage easements, such as driveways, jeopardize the effectiveness of these easements. Allowing driveways into the setback and easement area could create drainage problems for the abutting properties, along with an entire neighborhood, because grading is often done for the installation of driveways and driveway expansions. Therefore, to protect the City’s easements the Council has discussed requiring a permit to install or expand a driveway. Attached for your review is the proposed code language requiring a permit and the internal procedure for obtaining a driveway permit. Staff has discussed a \$25 permit/processing fee.

ALTERNATIVES

The Planning Commission has the following alternatives available for the requested action:

- A. **Approval.** Approval of an **Ordinance Amendment** adding additional language regulating materials located in the setback areas, an **Ordinance Amendment** allowing the temporary placement of existing encroachments creating legal non-conformities, and an **Ordinance Amendment** requiring a permit for the expansion or construction of a driveway.
- B. **Denial.** If the Planning Commission does not favor the proposed Ordinance Amendments the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

Staff recommends approval of the attached ordinance amendments to the Zoning Code as proposed.

Attachments: Ordinance language – temporary ordinance
Ordinance language – new ordinance language
Ordinance language – requiring a permit for driveway additions
Driveway permit process

MEMO

CITY OF INVER GROVE HEIGHTS

TO: File

FROM: Heather Botten, Associate Planner

DATE: July, 2010

SUBJECT: Driveway permitting process

Processing Applications:

1. Application Acceptance: Submittal documents are accepted by staff after an applicant submits a complete permit application with two site plans.
 - a. The Building Permit Technician ensures that all submittal documents contain all required information.
 - b. The Building Permit Technician stamps the submittal documents with the current date and logs the project into the plan log sheet and forwards the plans to the Planning Division.
2. Planning Review: This review ensures that the proposed driveway improvements are consistent with the zoning requirements, setbacks, driveway widths, spacing, and impervious surface allotments.
 - a. Upon completion of zoning review, the planner reviewing the plans initials the permit application and forwards the permit to the Engineering Division.
 - b. The planner then updates the log sheet showing their review is complete.
3. Engineering Review: This review ensures that the proposed driveway is in conformance with City standards pertaining to erosion control, drainage, easements, and right-of-way requirements.
 - a. Upon completion of engineering review, the engineer reviewing the plans initials the permit application and forwards the permit back to the Building Permit Technician.
 - b. The engineer updates the log sheet showing their review is complete.
4. Permit Approval: Upon completion of the review process the inspections department collates the submittal documents and approves the issuance of the permit.
 - a. The Building Permit Technician contacts the applicant and informs them that the permit application and plans have been approved and are ready for pick-up with the total permit fee amount.

5. Inspections: Staffing levels cannot assure all driveways will be inspected. The Engineering Division will inspect the driveway improvements if time permits, upon request, or upon complaint.
 - a. If an inspection is requested the property owner would call the Engineering Support Specialist to contact an Engineering Tech to set up the inspection.
6. Complaints: If a driveway complaint is received prior to a permit being issued the Code Enforcement Technician will handle the complaint. If the complaint is received after a permit is issued then the Engineering Department will address the complaint in regards to drainage and erosion control. If the Engineering Department deems the driveway to be in violation of setbacks the complaint would be turned over to the Code Enforcement Technician for code compliance.

Additional Information:

- It is the home owner's responsibility to verify property lines.
- The process for right-of-way permits is not changing and is handled through the Engineering Division.

CONSIDER RESOLUTION APPROVING INVER GROVE HEIGHTS APPLICATION TO BECOME A YELLOW RIBBON COMMUNITY IN DAKOTA COUNTY

Meeting Date: October 25, 2010
 Item Type: Regular
 Contact: abrinkman, HR Coordinator
 Prepared by:
 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 Approve the application of the City of Inver Grove Heights to receive the designation of being a Yellow Ribbon Community in Dakota County.

SUMMARY The Yellow Ribbon Network of Dakota County has been formed to connect local military family members with citizens and organizations such as cities, townships, schools, churches, community groups, businesses, and government agencies that can provide assistance and support in various forms to family members including spouses and children.

The Inver Grove Heights Yellow Ribbon Community action plan is used to establish and sustain a Yellow Ribbon Network of support for military members, veterans, and their families before, during and after deployment.

Yellow Ribbon Community

Inver Grove Heights Action Plan

Objective

Establish and sustain a local Yellow Ribbon Network that proactively works together in order to meet the needs of Servicemembers and military families.

Inver Grove Heights Mission Statement

The mission of the Inver Grove Heights Beyond the Yellow Ribbon campaign is to provide a network of support for military members, veterans, and their families before, during, and after deployment.

Website:

www.ighbyr.webs.com

Key Areas

- ✓ City Leadership
- ✓ Yellow Ribbon Steering Committee
- ✓ Public Safety/Judicial
- ✓ Faith Based
- ✓ Veteran Organizations
- ✓ Businesses/Employers
- ✓ Social Services/Medical Providers
- ✓ Education/Youth/Inver Hills Community College

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

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING SUPPORT OF THE YELLOW RIBBON NETWORK OF
DAKOTA COUNTY, CITY OF INVER GROVE HEIGHTS, MINNESOTA**

WHEREAS, Many families support their military service members who are serving in the United States and overseas to protect the values and freedom enjoyed by the citizens of the United States of America; and

WHEREAS, The Yellow Ribbon Network of Dakota County has been formed to connect local military family members and citizens and organizations such as cities, townships, schools, churches, community groups, businesses, and government agencies that can provide assistance and support in various forms to family members including spouses and children; and

WHEREAS, The Yellow Ribbon Network of Dakota County will build on the existing strengths of organizations already providing support of service personnel and their families by adding to the community support and awareness for helping spouses and children in ways to lessen their burden while a family member is deployed to protect our country; and

WHEREAS, The Yellow Ribbon Network of Dakota County encourages communities and citizens to work together to support the active duty troops and their families; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of Inver Grove Heights fully supports the efforts of the Yellow Ribbon Network of Dakota County to support family members of service personnel during deployments to defend the democratic values of the United States of America.

Passed this 25th Day of October, 2010

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Melissa Rheame, Deputy City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER CHANGE ORDER NO. FIFTEEN FOR CITY PROJECT 2008-18 PUBLIC SAFETY ADDITION/CITY HALL RENOVATION

Meeting Date: October 25, 2010
Item Type: Regular
Contact: JTeppen, Asst City Admin
Prepared by: *JS*
Reviewed by:

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

PURPOSE/ACTION REQUESTED Consider the attached Change Order No. 15 for City Project 2008-18 Public Safety Addition/City Hall Renovation.

SUMMARY As the Council will recall, throughout the length of this project we will be asking the Council to consider any change orders at the second meeting of the month, with a Pay Voucher request from the Contractor on the first meeting of the month with a revised contract amount.

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

GCPR 33 Elevator Inspector’s Additional Requirements. The Elevator Inspector required additional return air grilles at ductwork serving the elevator equipment room. These additional return air grilles are not normally required.

GCPR 40 Demolition of beams and columns in old Council Chambers. Beams were concealed above a second ceiling and conflict with new construction/aren’t needed.

The Contract amount is reflected to increase a total of \$4,093.00 for a revised contract total of \$11,881,331.10.

Change Orders are financed from the project contingency which started at \$613,601 and is now at \$242,059.90 with the above change/amount.

CHANGE ORDER

OWNER _____
ARCHITECT _____
CONTRACTOR _____
FIELD _____
OTHER _____

AIA DOCUMENT G701

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

PROJECT:	Inver Grove Heights Public Safety & City Hall Remodel	CHANGE ORDER NO.:	Fifteen (15)
		DATE:	October 25, 2010
TO CONTRACTOR:	Shaw-Lundquist Associates 2757 West Service Road St. Paul, MN 55121	ARCHITECT'S PROJECT #:	1643.01
		CONTRACT DATE:	May 19, 2009
		CONTRACT FOR:	Addition & Remodel

The contract is changed as follows:

	Description	Cost	Days
1.	GCPR 33 Elevator Inspector's additional requirements	\$718	0
2.	GCPR 40 Demo beams and columns from old council chamber	\$3,375	0

The original Contract Sum was	\$11,501,900.00
Net change by previously authorized Change Orders	\$375,338.10
The Contract Sum prior to this Change Order was	\$11,877,238.10
The Contract Sum will be (increased)(decreased)(unchanged) by this change order in the amount of	\$4,093.00

The new Contract Sum including this Change Order will be	\$11,881,331.10
--	-----------------

The Contract time will be (increased)(decreased)(unchanged).	0 Days
--	--------

The dates of Substantial Completion therefore are (increased)(decreased)(unchanged).

Phase IB: Construct Public Safety Addition

Phase IB: July 25, 2010

Phase IIB: Construct City Hall Addition and Renovate Existing Building

Phase IIB: Aug. 9, 2011

CHANGE ORDER NO. 15
IGH Public Safety Addition & City Hall Remodel
1643.01

Authorized:

ARCHITECT

Boarman Kroos Vogel Group, Inc.
Address
222 N. 2nd Street
Minneapolis, MN 55401

CONTRACTOR

Shaw-Lundquist & Associates
Address
2757 West Service Road
St. Paul, MN 55121

OWNER

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

BY _____

BY _____

BY _____

Jack Boarman, President

DATE

DATE

DATE

AIA DOCUMENT G701 * CHANGE ORDER * 1987 EDITION * AIA - COPYRIGHT 1987 *

THE AMERICAN INSTITUTE OF ARCHITECT'S, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006-5292

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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**APPROVE CONSTRUCTION CHANGE DIRECTIVE NO. SEVEN FOR PROJECT 2008-18
PUBLIC SAFETY ADDITION/CITY HALL RENOVATION**

Meeting Date: October 25, 2010
 Item Type: Regular
 Contact: JTeppen, Asst. City Admin.
 Prepared by:
 Reviewed by:

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

PURPOSE/ACTION REQUESTED Approve Construction Change Directive (CCD) No. 7 to remediate the drainage at the Public Safety driveways and parking area.

SUMMARY Staff, Architects and their Civil Engineer, Owner’s Rep team and the City’s engineering staff have been meeting to find a resolution to the drainage problem at the three driveway entrances and the main entrance to the Public Safety addition.

At the end of June the main entrance was flooded when the emergency overflow catch basin was overwhelmed with rain water. The northwest driveway has been sandbagged since the City occupied the building in early August while we worked to resolve the situation between the Architect and the General Contractor.

It has subsequently been identified that there is deficient work at the driveway entrances, the parking area, the sidewalk along the building and the plaza at the front entrance. Shaw Lundquist has received a letter from BKV notifying them of the deficient work and directing them to perform the corrective work.

Additional work – outside the scope of the contract - to address the drainage has also been identified as necessary.

Because we are quickly approaching winter and the looming freezing rain and snow and we don’t seem to be coming to a quick resolution on who is accountable and financially responsible for the solution, Staff requests that the City Council approve CCD No. 7 so the work can be completed by the end of November. We will continue to work with the Architect to achieve acceptance of responsibility for the condition and the reimbursement of the assignable portion of the cost.

The additional work includes:

1. Addition of a concrete collar to the catch basin.
2. Provide an overflow roof drain channel by partially demolishing the sidewalk and curb at the overflow roof drain and then install a trench and sidewalk grate.
3. Install a new storm sewer culvert. Work includes demolition of bituminous paving and curbing, and removal of landscaping. Installation of the storm sewer culvert, manhole, rip-rap, and insulation. Re-installing bituminous paving and curbing, reinstall landscaping and provide sod and seed.

A not to exceed price has been identified by the Architect of \$19,600. The additional scope work is to be done while the Contractor is performing the corrective work, and should be completed by November 29. We will work with the Contractor to minimize the interruption to the parking and entrances.

BKV has been notified in writing that by approving this CCD, the City does not waive its right to a claim against BKV relating to the issue of whether BKV, in performance of its Architectural Services Contract, is at fault for the conditions and circumstances which caused the City to order CCD No. 7.

Subject to further negotiation with BKV, Staff recommends that the funds for this work do not come out of the construction contract (the bonds). Staff requests that Council authorize additional funding from the internal sources the Council previously discussed; the MIS Fund, the City Facilities Fund, the Water and Sewer Funds, the Closed Bond Fund and the Host Community Fund in anticipation that we don't reach agreement with BKV on covering the additional cost.

AIA® Document G714™ - 2001

Construction Change Directive

PROJECT: Inver Grove Heights Public Safety Addition & City Hall Remodel 8150 Barbara Avenue Inver Grove Heights, MN 55077	DIRECTIVE NUMBER: 007 DATE: October 25, 2010 CONTRACT FOR: General Construction	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONSULTANT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR: Shaw-Lundquist & Associates 2757 West Service Road St. Paul, MN 55121	CONTRACT DATED: May 19, 2009 ARCHITECT'S PROJECT NUMBER: 1643.01	

You are hereby directed to make the following change(s) in this Contract:

1. SHEET C201 GRADING & DRAINAGE PLAN: Add concrete collar to catch basin at SD-11 per attached Plate No. STM-07.
2. SHEET C201 GRADING & DRAINAGE PLAN: Provide Overflow Roof Drain Channel.
 - a. Partially demolish 5 sq. ft. of sidewalk and curb at overflow roof drain per attached drawing 1 of 4/CCD-07. Note that demolition costs associated with corrective work shall not be included.
 - b. Provide new trench and sidewalk grate at overflow roof drain location per attached drawings 2 of 4/ CCD-07 and 4 of 4/CCD-07.
3. SHEET C201 GRADING & DRAINAGE PLAN: Install new storm sewer culvert. (note that this work shall be done concurrent with corrective work at the drive entrance.)
 - a. Demolish bituminous paving and curbing from right of way line to 10 feet inside of right-of-way line per attached drawing 1 of 4/ CCD-07. Note that demolition costs associated with corrective work shall not be included.
 - b. Remove landscaping as required to provide revised contours per attached drawing 3 of 4/ CCD-07.
 - c. Provide new storm sewer culvert, manhole, rip-rap, and insulation at force main per attached drawing 3 of 4/CCD-07.
 - d. Provide new bituminous paving and curbing from right of way line to 10 feet inside of right-of-way line per attached drawings 2 of 4/ CCD-07.
 - e. Reinstall landscaping plantings per original plan north of the driveway, and provide sod and seed south of the driveway per attached drawing 3 of 4/ CCD-07.

Coordinate installation of new work with scheduling for corrective work documented in the October 20, 2010 letter regarding Corrective Civil Work. Work shall be completed not later than November 29, 2010.

ATTACHMENTS:

STM-07 CCD-07	DITCH GRATE CASTING AND CONCRETE COLLAR
STR-09 CCD-07	NON RESIDENTIAL DRIVEWAY WITH SIDEWALK
1 OF 4 CCD-07	WEST DRIVEWAY REMOVALS
2 OF 4 CCD-07	WEST DRIVEWAY RECONSTRUCTION
3 OF 4 CCD-07	WEST DRIVEWAY CULVERT INSTALLATION
4 OF 4 CCD-07	WEST DRIVEWAY DETAILS

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
- Lump Sum of
 - Unit Price of \$ per
 - As provided in Section 7.3.3 of AIA Document A201-1997, Not to exceed \$19,600
 - As follows:

2. The Contract Time is proposed to (be adjusted) The proposed adjustment, if any, is (an increase of 0 days).

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

ARCHITECT (<i>Firm name</i>) Boarman Kroos Vogel Group	OWNER (<i>Firm name</i>) City of Inver Grove Heights	CONTRACTOR (<i>Firm name</i>) Shaw Lundquist & Associates
ADDRESS 222 N. 2nd Street Minneapolis, MN 55401	ADDRESS 8150 Barbara Avenue Inver Grove Heights, MN	ADDRESS 2757 West Service Road St. Paul, MN 55121
BY (<i>Signature</i>)	BY (<i>Signature</i>)	BY (<i>Signature</i>)
(<i>Typed name</i>) Jack Boarman	(<i>Typed name</i>)	(<i>Typed Name</i>)
DATE	DATE	DATE