



INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, FEBRUARY 28, 2011
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 – February 14, 2011 Regular Council Meeting _____
 - B. Resolution Approving Disbursements for Period Ending February 23, 2011 _____
 - C. Approve Contract for Re-Roof of City Hall _____
 - D. Approve 2010 Collective Bargaining Agreement between the City of Inver Grove Heights and American Federation of State and Municipal Employees, Council Five, Local 1065 _____
 - E. Resolution Accepting Individual Project Order (IPO) No. 16A from Kimley-Horn and Associates, Inc. for Design Services and Preparation of Preliminary Plans for City Project No. 2010-22 – Ravine Pond Railroad Erosion Mitigation _____
 - F. Resolution Accepting Individual Project Order (IPO) No. 17B from Kimley-Horn and Associates, Inc. for Final Design Services and Preparation of Final Plans for City Project No. 2011-09D – South Grove Street Reconstruction – Area 6 _____
 - G. Approve Agreement with Xcel Energy for Sod Replacement and Seeding on City Project No. 2011-09D – South Grove Street Reconstruction, Area 6 _____
 - H. Parking Restrictions on 59th Street East west of Concord Boulevard _____
 - I. Schedule Public Hearings _____
 - J. Approve Disposal of City Property – Cameron Park Monument Plaque _____
 - K. Approve Park Encroachment Policy _____
 - L. Approve Contract for Soil Testing by Braun Intertec, Inc. _____
 - M. Approve ADA Consultant for City Park & Recreation Facilities _____
 - N. Accept Assistance to Firefighter’s Grant _____
5. **PUBLIC COMMENT** – Public comment provides an opportunity for the public to address the Council on items that are not on the Agenda. Comments will be limited to three (3) minutes per person.

6. PUBLIC HEARINGS:

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. GEORGE CAMERON (CAMERON'S LIQUOR); Consider the following requests for property located along Concord Boulevard at 65th Street:

- i) A Resolution approving a Final Plat with Development Contract and related Agreements for Cameron Addition, a One Lot Subdivision _____
- ii) A Resolution approving a Vacation of Unimproved Alley Right-of-Way within Block 1 of Inver Grove Park Subdivision _____

B. CITY OF INVER GROVE HEIGHTS; Consider the first reading of an Ordinance Amendment relating to Off-Sale Intoxicating Liquor Licenses _____

C. CITY OF INVER GROVE HEIGHTS; Consider Amendment No. 2 to Purchase Agreement between the City and George Cameron IV _____

D. GERTEN GREENHOUSES; Consider the following actions for property located on the east side of Blaine Avenue at 5500 Blaine Avenue:

- i) An Ordinance Amending Ordinance #946 to Rezone Additional Land to Commercial Planned Unit Development District and to Change the Site Plan and Allowed Uses for a Greenhouse Expansion _____
- ii) A Resolution Approving a PUD Amendment to the Gerten Greenhouse PUD to Allow for a Greenhouse Expansion _____
- iii) A Resolution Approving a Wetland Replacement Plan to Mitigate a Total of 10,509 Square Feet of Wetland through Wetland Banking _____

E. CITY OF INVER GROVE HEIGHTS; Consider Second Reading of an Ordinance Establishing Timeframe for Completion of Exterior Work pursuant to a Building Permit _____

F. CITY OF INVER GROVE HEIGHTS; Consider Resolution Authorizing Staff to Negotiate an Agreement for Professional Services with Hoisington Kogler Group Inc. for the Concord Boulevard Neighborhood Plan Update _____

PUBLIC WORKS:

G. CITY OF INVER GROVE HEIGHTS; Consider Resolution Receiving Feasibility Report and Scheduling Public Hearing for the 2011 Pavement Management Program, Urban Street Reconstruction – City Project No. 2011-03 – 65th Street East from Concord Boulevard to 200' West

ADMINISTRATION:

H. CITY OF INVER GROVE HEIGHTS; Consider the Second Reading of an Ordinance Amending City Code Title 1, Chapter 6, Article A, Section 1-6A-12-1: Personnel Policy – Vacation Leave _____

I. CITY OF INVER GROVE HEIGHTS; Consider Change Order No. 20 for City Project No. 2008-18,
Public Safety Addition/City Hall Renovation Project _____

J. CITY OF INVER GROVE HEIGHTS; Approve Payment to Shaw Lundquist for Claim on Builder's
Risk Insurance Policy _____

8. MAYOR AND COUNCIL COMMENTS

9. ADJOURN

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, FEBRUARY 14, 2011 - 8150 BARBARA AVENUE**

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, February 14, 2011, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:30 p.m. Present were Council members Grannis, Madden, and Piekarski Krech; City Administrator Lynch, Assistant City Administrator Teppen, City Attorney Kuntz, Public Works Director Thureen, Community Development Director Link, Parks & Recreation Director Carlson, Finance Director Lanoue, and Deputy Clerk Rheume.

3. PRESENTATIONS:

A. Jim Huffman – Dakota County Historical Society

Mr. Huffman stated he was elected to the Dakota County Historical Society Board of Trustees on January 29, 2011. He explained he plans to use the opportunity to help preserve historical artifacts that are of significance to the City, such as the Old Town Hall and items related to the Rock Island Swing Bridge.

Mayor Tourville thanked Mr. Huffman for serving on the Board of Trustees.

Councilmember Madden recognized Mr. Huffman for his involvement in historical preservation efforts in the City, most notably with the Rock Island Swing Bridge project.

B. Citizen Recognition – Chief Kleckner

Chief Kleckner presented certificates of recognition to Mr. Gregory Groenjes and Mr. Anthony Cadotte for their efforts in assisting Officer John Decker on January 29th. He explained Officer Decker responded to a call at the movie theatre regarding a suspect that was damaging vehicles with a hammer. He stated the suspect threw a hammer at Officer Decker, proceeded to charge at him, and attempted to enter his squad car. He stated the suspect was eventually taken into custody with the help of the two good samaritans.

4. CONSENT AGENDA:

Citizen Allan Cederberg requested that Item 4A, Minutes of January 24, 2011 Regular Council Meeting, be removed from the Consent Agenda.

Councilmember Piekarski Krech removed Item 4K, Approve the 2010-2011 Labor Contract between the City of Inver Grove Heights and the International Union of Operating Engineers (Local 70), Item 4L, Approve 2011 Tree Replacement Plan, Item 4M, Approve 2011-12 Forest Bonding Grant with the MN DNR, and Item 4N, Resolution Adopting Siren Work Group's Outdoor Warning Siren Narrow Banding Plan, from the Consent Agenda.

- B. Resolution No. 11-14** Approving Disbursements for Period Ending February 9, 2011
- C.** Pay Voucher No. 20 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation Project
- D.** Final Compensating Change Order No. 2, Final Pay Voucher No. 6, Engineer's Final Report and **Resolution No. 11-15** Accepting Work for City Project No. 2009-29, Well No. 9 – Phase 2
- E.** Change Order No. 5, Final Compensating Change Order No. 6, Final Pay Voucher No. 5, Engineer's Final Report and **Resolution No. 11-16** Accepting Work for City Project No. 2008-11, Southern Sanitary Sewer System – East Segment
- F.** Change Order No. 2 and Pay Voucher No. 2 for City Project No. 2010-12, 59th Street East Street Improvements
- G. Resolution No. 11-17** Approving Parking Restrictions on Upper 65th Street East and 65th Street East
- H.** Approve Purchase of Replacement Equipment

- I. **Resolution Nos. 11-18 & 11-19** Calling for Hearing on Proposed Assessments and Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for 2020 Pavement Management Program, City Project No. 2010-12, 59th Street Reconstruction
- J. Set VMCC Ice Rates
- O. Approve Joint Powers Agreement with Minnesota Bureau of Criminal Apprehension for Use of DataMaster DMT – G Breath Test Instrument
- P. Schedule Economic Development Authority (EDA) Meeting
- Q. Personnel Actions

Motion by Madden, second by Grannis, to Approve the Consent Agenda

Ayes: 4

Nays: 0 Motion carried.

A. Minutes – January 24, 2011 Regular Council Meeting

Allan Cederberg, 1162 E. 82nd Street, referred to Item 7B of the minutes. He stated the ordinance that was adopted does not provide regulations pertaining to the size of the billboards.

Councilmember Madden stated there are other ordinances that govern the limits on the size of billboards.

Mr. Link confirmed there are regulations regarding the maximum size of all billboards, not just dynamic display.

Mr. Kuntz stated the ordinance that was adopted created an overlay zoning district specific to dynamic display billboards. He explained the ordinance that was adopted falls under existing regulations regarding the size of all billboards.

Mr. Lynch clarified that Mr. Cederberg did not have an issue with the minutes as they were written.

Mr. Cederberg stated he is disagreed with the ordinance that was adopted, not with the minutes.

Mr. Lynch suggested that Mr. Cederberg come to City Hall at another time to receive a copy of the ordinance which regulates billboard size from staff and ask any additional questions at that time.

Motion by Madden, second by Grannis, to approve the minutes of the January 24, 2011 Regular Council meeting

Ayes: 4

Nays: 0 Motion carried.

K. Approve the 2010-2011 Labor Contract between the City of Inver Grove Heights and the International Union of Operating Engineers (Local 70)

Councilmember Piekarski Krech questioned what the dollar amount is and how many employees would be affected.

Mr. Lynch stated approximately twenty-five employees would be affected and the total amount would be \$16,400.

Motion by Madden, second by Piekarski Krech, to approve the 2010-2011 Labor Contract between the City of Inver Grove Heights and the International Union of Operating Engineers (Local 70)

Ayes: 3

Nays: 1 (Grannis) Motion carried.

L. Approve 2011 Tree Replacement Plan

Councilmember Piekarski Krech stated items 4L and 4M are related and could be discussed at the same time. She stated she wants to make sure that the trees are being removed in the most effective way

relative to Emerald Ash Borer. She explained Item 4L states the City will use the \$6,000 as an in-kind contribution for tree removal and clarified that the money is also being used to help obtain the Forest Bonding Grant from the DNR.

Mr. Carlson explained that the grant did not require a fund match, however staff included one in an effort to enhance the City's application and increase the chances of receiving the money. He stated the Council adopted an Emerald Ash Borer Management Plan in 2010 which outlined a plan to remove Ash trees found in public spaces over the course of ten (10) years. He explained the Forest Bonding Grant will allow the City to remove and replace approximately 80 trees in 2011 and stay on track with respect to the adopted management plan. He noted the recommendation is to use the \$6,000 in addition to the \$25,000 grant to complete the tree removal and replacement package for the calendar year.

Motion by Piekarski Krech, second by Madden, to approve the 2011 Tree Replacement Plan and the 2011-12 Forest Bonding Grant with the MN DNR.

Ayes: 4

Nays: 0 Motion carried.

N. Resolution Adopting Siren Work Group's Outdoor Warning Siren Narrow Banding Plan

Councilmember Piekarski Krech stated the dollar amount was not provided in the memo.

Mr. Lynch stated the City portion would \$3,150 and was included in the 2011 Police Department budget. He explained the remaining funds would be provided by Dakota County.

Motion by Piekarski Krech, second by Grannis, to approve Resolution No. 11-20 Adopting Siren Work Group's Outdoor Warning Siren Narrow Banding Plan

Ayes: 4

Nays: 0 Motion carried.

5. PUBLIC COMMENT:

Ossian Orr, Executive Director of Scenic Minnesota, spoke on the digital billboards. He commented on the testimony that was given and felt that some of the information that was provided to the Council was misleading. He recommended waiting until the Federal Highway Administration study is released before allowing digital billboards to be put up.

Mayor Tourville commented that the Council could choose to revisit the ordinance after the study is released.

6. PUBLIC HEARINGS: None.

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. CITY OF INVER GROVE HEIGHTS; Consider First Reading of an Ordinance Establishing Timeframe for Completion of Exterior Work pursuant to a Building Permit

Mr. Link discussed problems in the City with unfinished building exteriors. He explained the proposed ordinance would require that the exterior elements of a building be completed within 180 days of the building permit being obtained. He noted there are no limits proposed regarding interior work. He stated the Building Official would have the capability to grant an extension.

Councilmember Madden questioned if the proposed ordinance would apply to existing situations.

Mr. Link stated the ordinance does address the existing situations. He explained they would need to be completed by October 15, 2011.

Mayor Tourville asked that staff provide the Council with the number of existing situations at the next meeting. He commented that there have been many complaints from residents about projects going on for years and their impact on home values, and the nuisance to the neighborhood. He stated once a project is started their needs to be progress towards completion.

Mr. Link stated once a building permit is pulled work has to commence within 6 months.

Mayor Tourville stated on a larger project there may not be enough time to finish because the work is done in phases. He suggested language be added to the ordinance that would address larger projects.

Mr. Kuntz explained the ordinance does provide that upon initial issuance of the permit, the Building Official can grant a longer period of time for larger projects.

Councilmember Piekarski Krech asked if any other cities have tried similar ordinances.

The City council talked about how many cities have taken a look at the issue and asked for some data.

Councilmember Grannis asked if they can also get locations and addresses so they can look at the situations. Councilmember Grannis referred to the six months starting from the permit and asked if it would make more sense to have that start when construction starts.

Mr. Link said they don't track when construction starts. He said they will get additional information.

Councilmember Piekarski Krech said she would rather see it be a year instead of 180 days.

Mr. Kuntz said there should be more discussion on the time of construction. The City Council talked about the date.

Motion by Madden, second by Grannis, approve the First Reading of an Ordinance Establishing Timeframe for Completion of Exterior Work pursuant to a Building Permit

Ayes: 4

Nays: 0 Motion carried.

PUBLIC WORKS:

B. CITY OF INVER GROVE HEIGHTS; Consider Resolution Receiving Feasibility Report and Scheduling Public Hearing for the 2011 Pavement Management Program, Urban Street Reconstruction – City Project No. 2011-09D (South Grove Area 6)

Mr. Thureen said this is the final phase of the urban street reconstruction in south grove. He showed a map and talked about the revised scope of the project.

Councilmember Piekarski Krech asked about the monetary amount for Skyview Park.

Mr. Thureen said it would be part of the overall project cost. He said Dawn is eligible for state aid funds.

Councilmember Piekarski Krech said the state aid money could be used for other things.

Councilmember Piekarski Krech commented on taking the water main out and said there were complaints with the notification and she hopes there won't be a problem this time.

Councilmember Piekarski Krech asked if the homeowners have to reconnect on 66th Street.

Mr. Thureen said they can choose to replace if they want.

Councilmember Piekarski Krech said on Dawn Ave. there was an issue on how deep the sewer was and asked if that has been taken care of.

Mr. Thureen responded in the affirmative.

Mayor Tourville commented on the green acre piece.

Mr. Thureen said they will have detailed information for the neighborhood meeting tentatively set for March 2nd. He noted they would be assessing about 30% of the project.

Mayor Tourville talked about the sod replacement.

Motion by Piekarski Krech, second by Grannis, to adopt Resolution No. 11-21 Receiving Feasibility Report and Scheduling Public Hearing for the 2011 Pavement Management Program, Urban Street Reconstruction – City Project No. 2011-09D (South Grove Area 6)

Ayes: 4

Nays: 0 Motion carried.

ADMINISTRATION:

C. CITY OF INVER GROVE HEIGHTS; Consider the First Reading of an Ordinance Amending City Code Title 1, Chapter 6, Article A, Section 1-6A-12-1: Personnel Policy – Vacation Leave

Ms. Teppen said they negotiated with one of the bargaining units to increase the accrued vacation leave from 182 hours to 184 hours because the number would be divisible by 8.

Motion by Madden, second by Piekarski Krech, to approve the First Reading of an Ordinance Amending City Code Section 1-6A-12-1: Personnel Policy – Vacation Leave

Ayes: 4

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS:

Councilmember Grannis commented on a letter he received regarding the recent acquisition of golf carts and asked Mr. Kuntz to review the process that was followed.

Mr. Kuntz said with the golf cart acquisition sealed competitive bids were required. The lowest and responsible bidder is who the reward goes to. The low bid was about \$1,200 lower than the next bid.

Mayor Tourville reviewed the events scheduled to commemorate the community center's ten year anniversary.

Mayor Tourville discussed the candidates for Metropolitan Council.

Councilmember Madden reminded citizens to clean up after their dogs.

9. ADJOURN: Motion by Piekarski Krech, second by Grannis, to adjourn. The meeting was adjourned by a unanimous vote at 8:45 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: February 28, 2011
 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 February 10, 2011 to February 23, 2011.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending February 23, 2011. The detail of these disbursements is attached to this memo.

General & Special Reveune	\$227,301.54
Debt Service & Capital Projects	36,120.47
Enterprise & Internal Service	213,213.62
Escrows	9,747.49
	<hr/>
Grand Total for All Funds	<u><u>\$486,383.12</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 February 10, 2011 to February 23, 2011 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING FEBRUARY 23, 2011**

WHEREAS, a list of disbursements for the period ending February 23, 2011 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	\$227,301.54
Debt Service & Capital Projects	36,120.47
Enterprise & Internal Service	213,213.62
Escrows	9,747.49
Grand Total for All Funds	<u><u>\$486,383.12</u></u>

Adopted by the City Council of Inver Grove Heights this 28th day of February, 2011.

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
02/14/2011	104894	STATE OF MN - TREASURER	emt/paramedic	101-4200-423.30-70		2/2011	100.00
						* Total	100.00
02/14/2011	104895	TURITTO'S PIZZA	work session	101-1000-413.50-75		2/2011	103.56
						* Total	103.56
02/16/2011	104899	ANCOM TECHNICAL CENTER	20463	101-4200-423.40-42		2/2011	424.50
						* Total	424.50
02/16/2011	104901	ARAMARK	6297159022	101-5200-443.60-45		2/2011	22.64
			6297159022	101-6000-451.60-45		2/2011	23.05
						* Total	45.69
02/16/2011	104903	ARAMARK UNIFORM SERVICE	6297173328	101-5200-443.60-45		2/2011	20.23
			6297173328	101-6000-451.60-45		2/2011	34.50
						* Total	54.73
02/16/2011	104911	CLAREY'S SAFETY EQUIPME	136770	101-4200-423.60-40		2/2011	4,421.91
			136771	101-4200-423.60-40		2/2011	488.17
			136772	101-4200-423.60-40		2/2011	2,468.25
						* Total	7,378.33
02/16/2011	104913	COORDINATED BUSINESS SY	CNIN065033	101-4200-423.70-50		2/2011	288.56
						* Total	288.56
02/16/2011	104914	CRAWFORD DOOR SALES COM	128359	101-4200-423.40-40		2/2011	10,098.00
			128379	101-4200-423.40-40		2/2011	1,109.60
						* Total	11,207.60
02/16/2011	104916	CULLIGAN	acct 157984591006	101-4200-423.60-65		2/2011	5.30
						* Total	5.30
02/16/2011	104919	DAKOTA CTY EMERGENCY SE	JOINT POWERS	101-4000-421.50-70		2/2011	5,209.20
						* Total	5,209.20
02/16/2011	104920	DAKOTA CTY PROPERTY REC	JAN	101-1100-413.50-25		2/2011	282.65
						* Total	282.65
02/16/2011	104922	DAKOTA ELECTRIC ASSN	acct 3935632	101-6000-451.40-20		2/2011	150.72
						* Total	150.72
02/16/2011	104923	DAKOTA ELECTRIC ASSN	acct 1093947	101-5400-445.40-20		2/2011	1,156.33
						* Total	1,156.33
02/16/2011	104924	DAKOTA ELECTRIC ASSN	acct 2501658	101-6000-451.40-20		2/2011	55.55
						* Total	55.55
02/16/2011	104925	DAKOTA ELECTRIC ASSN	acct 4430542	101-6000-451.40-20		2/2011	15.74
						* Total	15.74
02/16/2011	104926	DATA FLOW	59436	101-2000-415.50-30		2/2011	336.00
						* Total	336.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/16/2011	104934	FIRE EQUIPMENT SPECIALT	6930	101-4200-423.60-45		2/2011	61.46
						* Total	61.46
02/16/2011	104939	GRAINGER	9451365176	101-4200-423.60-65		2/2011	69.85
						* Total	69.85
02/16/2011	104942	HAWK LABELING SYSTEMS	181278	101-4200-423.60-10		2/2011	136.85
						* Total	136.85
02/16/2011	104949	LANGUAGE LINE SERVICES	2685983	101-4000-421.50-20		2/2011	3.12
						* Total	3.12
02/16/2011	104954	LEVANDER, GILLEN & MILL	client 81000e	101-1000-413.30-40		2/2011	240.00
			client 81000e	101-1100-413.30-42		2/2011	5,487.19
			client 81000e	101-3200-419.30-42		2/2011	1,727.00
			client 81000e	101-3300-419.30-42		2/2011	320.98
			client 81000e	101-4000-421.30-42		2/2011	580.60
			client 81000e	101-4200-423.30-42		2/2011	44.00
			client 81000e	101-5000-441.30-42		2/2011	664.98
			client 81000e	101-5100-442.30-42		2/2011	247.97
			client 81000e	101-6000-451.30-42		2/2011	359.34
						* Total	9,672.06
02/16/2011	104955	LEVANDER, GILLEN & MILL	client 92000e	101-4000-421.30-41		2/2011	17,111.22
						* Total	17,111.22
02/16/2011	104956	LEXISNEXIS	1369635	101-4000-421.50-20		2/2011	30.00
						* Total	30.00
02/16/2011	104957	LILLIE SUBURBAN NEWSPAP	CASE01035WAV	101-3200-419.50-25		2/2011	21.38
			ORD 1036Z	101-3200-419.50-25		2/2011	16.63
						* Total	38.01
02/16/2011	104958	LILLIE SUBURBAN NEWSPAP	ORDINANCE	101-3200-419.50-25		2/2011	116.38
			ORDINANCE 1225	101-3200-419.50-25		2/2011	26.13
						* Total	142.51
02/16/2011	104960	LOOP PARKING	LOT 3	101-6000-451.50-65		2/2011	7.00
						* Total	7.00
02/16/2011	104961	MADSEN, BENNETT	vest	101-4000-421.60-45		2/2011	548.75
						* Total	548.75
02/16/2011	104962	MCMONIGAL, MIKE	EXPENSE REPORT	101-4200-423.50-80		2/2011	1,123.22
						* Total	1,123.22
02/16/2011	104965	METROPOLITAN AREA MGMT	2010 MTG	101-1000-413.50-80		2/2011	17.00
						* Total	17.00
02/16/2011	104967	MINNEAPOLIS OXYGEN CO.	R101110418	101-4200-423.30-70		2/2011	21.87
			1001277	101-4000-421.60-65		2/2011	111.21
						* Total	133.08

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/16/2011	104969	MN GFOA	shannon battles	101-2000-415.50-70		2/2011	240.00
						* Total	240.00
02/16/2011	104971	MN IASIU	jeff schadegg	101-4200-423.50-80		2/2011	75.00
						* Total	75.00
02/16/2011	104974	NATIONAL FIRE AND SAFET	201007031	101-4200-423.40-40		2/2011	1,320.99
						* Total	1,320.99
02/16/2011	104979	PRESTIGE ELECTRIC, INC.	85045	101-4200-423.40-40		2/2011	1,421.00
						* Total	1,421.00
02/16/2011	104982	RCM SPECIALTIES INC	3081	101-5200-443.40-46		2/2011	1,950.00
			3082	101-5200-443.40-46		2/2011	1,950.00
						* Total	3,900.00
02/16/2011	104983	REGINA MEDICAL CENTER	FEB	101-4000-421.30-70		2/2011	86.00
						* Total	86.00
02/16/2011	104985	SOUTH ST PAUL, CITY OF	OCT - DEC	101-0000-207.09-00		2/2011	33.00
						* Total	33.00
02/16/2011	104987	ST. JOSEPH EQUIPMENT, I	SR16878	101-5200-443.40-50		2/2011	3,847.50
						* Total	3,847.50
02/16/2011	104988	STREICHER'S	I811653	101-4000-421.60-18		2/2011	4,133.11
						* Total	4,133.11
02/16/2011	104992	USA MOBILITY WIRELESS I	acct 03174091	101-4000-421.50-20		2/2011	48.37
						* Total	48.37
02/16/2011	104994	VIKING AUTOMATIC SPRINK	149786	101-4200-423.40-40		2/2011	320.00
						* Total	320.00
02/16/2011	104995	XCEL ENERGY	acct 5164351291	101-5400-445.40-20		2/2011	129.93
						* Total	129.93
02/16/2011	104996	XCEL ENERGY	acct 5152791130	101-5200-443.40-20		2/2011	193.61
			acct 5152791130	101-5400-445.40-20		2/2011	10,664.49
						* Total	10,858.10
02/16/2011	104997	XCEL ENERGY	acct 5164318574	101-4200-423.40-10		2/2011	3,526.50
			acct 5164318574	101-4200-423.40-20		2/2011	1,216.19
						* Total	4,742.69
02/23/2011	105005	ACE PAINT & HARDWARE	505915	101-5200-443.60-16		2/2011	18.83
			505954	101-4200-423.60-65		2/2011	7.52
						* Total	26.35
02/23/2011	105007	ARAMARK	6299365	101-5200-443.60-45		2/2011	46.86
						* Total	46.86
02/23/2011	105008	ARAMARK UNIFORM SERVICE	6297178115	101-5200-443.60-45		2/2011	12.86

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/23/2011	105008	ARAMARK UNIFORM SERVICE	6297178115	101-6000-451.60-45		2/2011	29.04
						* Total	41.90
02/23/2011	105016	CAPSTONE HOMES	7549 alpine ct	101-0000-207.01-00		2/2011	28.50
			7549 alpine ct	101-0000-322.10-00		2/2011	342.00
			7549 alpine ct	101-0000-322.15-00		2/2011	222.30
						* Total	592.80
02/23/2011	105020	CULLIGAN	acct 157984591188	101-4200-423.60-65		2/2011	66.50
						* Total	66.50
02/23/2011	105022	DAKOTA CTY TREASURER-AU	FINAL 2010	101-4000-421.70-30		2/2011	1,140.15
			FINAL 2010	101-4200-423.70-50		2/2011	1,151.09
						* Total	2,291.24
02/23/2011	105025	ETHICAL LEADERS IN ACTI	1027	101-4200-423.30-70		2/2011	7,500.00
						* Total	7,500.00
02/23/2011	105027	FRESHWATER SOCIETY	91570	101-5200-443.50-80		2/2011	250.00
						* Total	250.00
02/23/2011	105034	HARDRIVES, INC	3644	101-5200-443.60-16		2/2011	1,189.09
						* Total	1,189.09
02/23/2011	105037	HOSE / CONVEYORS INC	17062	101-5200-443.60-16		2/2011	23.18
						* Total	23.18
02/23/2011	105041	JRK SEED & TURF SUPPLY	25267	101-6000-451.50-80		2/2011	70.00
						* Total	70.00
02/23/2011	105045	LILLIE SUBURBAN NEWSPAP	EDA HRG NTC	101-1100-413.50-25		2/2011	61.88
			GUN LAKE AERATI	101-6000-451.30-42		2/2011	111.36
			ORDINANCE	101-1100-413.50-25		2/2011	379.50
			SUMMARY BUDGET	101-2000-415.50-25		2/2011	86.25
						* Total	638.99
02/23/2011	105046	LOCAL GOVERNMENT INFORM	33295	101-4000-421.70-30		2/2011	1,420.00
			33349	101-4000-421.70-30		2/2011	1,431.00
						* Total	2,851.00
02/23/2011	105050	MN FIRE SERVICE CERT BO	722	101-4200-423.30-70		2/2011	75.00
						* Total	75.00
02/23/2011	105052	MN SOCIETY OF CPA'S	member ann lanoue	101-2000-415.50-70		2/2011	230.00
						* Total	230.00
02/23/2011	105053	MORTON SALT INC	606070	101-5200-443.60-16		2/2011	8,496.06
			608050	101-5200-443.60-16		2/2011	8,582.04
			609857	101-5200-443.60-16		2/2011	10,676.96
			611626	101-5200-443.60-16		2/2011	12,674.96
						* Total	40,430.02
02/23/2011	105056	MUNICIPALS	member; joe lynch	101-1100-413.50-70		2/2011	25.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	25.00
02/23/2011	105057	NEXTEL COMMUNICATIONS	acct 487383319	101-6000-451.50-20		2/2011	288.34
						* Total	288.34
02/23/2011	105059	PETTY CASH	mn gfoa mtg	101-2000-415.50-75		2/2011	15.00
			ndc bldg mtg	101-3300-419.50-80		2/2011	24.00
			lunch at pmp training	101-5100-442.50-80		2/2011	13.00
						* Total	52.00
02/23/2011	105064	SEVEN CORNERS HARDWARE,	155875	101-6000-451.60-40		2/2011	488.37
						* Total	488.37
02/23/2011	105067	SMITH-THILL, JUDY	state fire conf	101-4200-423.50-75		2/2011	412.85
						* Total	412.85
02/23/2011	105070	ST. JOSEPH EQUIPMENT, I	SR16985	101-5200-443.40-50		2/2011	2,084.06
						* Total	2,084.06
02/23/2011	105074	TAB PRODUCTS CO. LLC	1995585	101-4000-421.60-65		2/2011	215.07
						* Total	215.07
02/23/2011	105075	TDS METROCOM	CITY HALL	101-4000-421.50-20		2/2011	130.27
			CITY HALL	101-4200-423.50-20		2/2011	156.82
			CITY HALL	101-6000-451.50-20		2/2011	35.03
						* Total	322.12
02/23/2011	105076	TOTAL CONSTRUCTION & EQ	48647	101-5200-443.40-46		2/2011	242.54
						* Total	242.54
02/23/2011	105079	TRACTOR SUPPLY CREDIT P	acct 6035301200183679	101-5200-443.60-45		2/2011	148.96
						* Total	148.96
02/23/2011	105080	TWIN CITY SAW	A17594	101-6000-451.60-40		2/2011	697.71
						* Total	697.71
02/23/2011	105081	UNITED COMMUNICATIONS C	769370	101-4200-423.40-42		2/2011	353.06
						* Total	353.06
02/23/2011	105088	XCEL ENERGY	acct 5151854463	101-4000-421.40-42		2/2011	42.24
						* Total	42.24
02/23/2011	105089	XCEL ENERGY	acct 5147791673	101-6000-451.40-10		2/2011	1,120.50
			acct 5147791673	101-6000-451.40-20		2/2011	1,797.32
						* Total	2,917.82
02/23/2011	105090	3M	64467	101-5200-443.60-16		2/2011	531.87
			64468	101-5200-443.60-16		2/2011	99.62
						* Total	631.49
02/16/2011	800068	COMMUNITY ACTION COUNCI	ELAN CC	101-4000-421.50-75		2/2011	75.00
						* Total	75.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/16/2011	800069	INNOCORP, LTD	ELAN CC	101-4000-421.60-40		2/2011	473.00
						* Total	473.00
02/16/2011	800070	LA POLICE GEAR INC	ELAN CC	101-4000-421.60-40		2/2011	75.08
						* Total	75.08
02/16/2011	800071	TRACTOR SUPPLY CREDIT P	ELAN CC	101-4000-421.60-40		2/2011	47.83
						* Total	47.83
02/16/2011	800072	CUB FOODS	ELAN CC	101-4000-421.60-65		2/2011	55.55
						* Total	55.55
02/16/2011	800073	UNITED PARCEL SERVICE	ELAN CC	101-4200-423.50-35		2/2011	6.33
						* Total	6.33
02/16/2011	800074	UNITED PARCEL SERVICE	ELAN CC	101-4200-423.50-35		2/2011	12.02
						* Total	12.02
02/16/2011	800075	UNITED PARCEL SERVICE	ELAN CC	101-4200-423.50-35		2/2011	17.18
						* Total	17.18
02/16/2011	800076	BOARD-CERTIFIED SAFETY	ELAN CC	101-4200-423.50-70		2/2011	150.00
						* Total	150.00
02/16/2011	800077	CARIBOU COFFEE	ELAN CC	101-4200-423.50-75		2/2011	139.26
						* Total	139.26
02/16/2011	800078	COUNTRY INN & SUITES	ELAN CC	101-4200-423.50-75		2/2011	86.01
						* Total	86.01
02/16/2011	800079	CUB FOODS	ELAN CC	101-4200-423.50-75		2/2011	86.20
						* Total	86.20
02/16/2011	800080	CUB FOODS	ELAN CC	101-4200-423.50-75		2/2011	95.00
						* Total	95.00
02/16/2011	800081	HOMEWOOD SUITES HOTEL	ELAN CC	101-4200-423.50-75		2/2011	111.26
						* Total	111.26
02/16/2011	800082	PIZZA HUT	ELAN CC	101-4200-423.50-75		2/2011	199.68
						* Total	199.68
02/16/2011	800083	COMP USA	ELAN CC	101-4200-423.60-65		2/2011	29.92
						* Total	29.92
				91 Checks	** Fund Total		153,968.16
02/22/2011	105001	MAINSTREET AFTER HOURS	GIFT CARDS	201-1600-465.50-25		2/2011	40.00
						* Total	40.00
02/22/2011	105002	MALL OF AMERICA ENTERTA	GIFT CARDS	201-1600-465.50-25		2/2011	1,325.00
						* Total	1,325.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/22/2011	105003	RUDY'S REDEYE GRILL	GIFT CARDS	201-1600-465.50-25		2/2011	40.00
						* Total	40.00
02/23/2011	105077	TOUR MINNESOTA ASSOCIAT	TMA INVOICE	201-1600-465.50-70		2/2011	22.00
						* Total	22.00
				4 Checks	** Fund Total		1,427.00
02/16/2011	104908	BRAUN INTERTEC CORPORAT	330589	402-6000-451.30-70		2/2011	826.90
						* Total	826.90
02/16/2011	104972	MN POLLUTION CONTROL AG	7700002866	402-6000-451.30-70		2/2011	437.50
						* Total	437.50
				2 Checks	** Fund Total		1,264.40
02/16/2011	104954	LEVANDER, GILLEN & MILL	client 81000e	420-5910-720.30-42	0010	2/2011	1,828.54
						* Total	1,828.54
				1 Checks	** Fund Total		1,828.54
02/16/2011	104921	DAKOTA CTY TREASURER	overpd 2009-1204	423-0000-115.01-00		2/2011	90.00
						* Total	90.00
				1 Checks	** Fund Total		90.00
02/16/2011	104954	LEVANDER, GILLEN & MILL	client 81000e	425-5911-725.30-42	9811	2/2011	1,731.60
			client 81000e	425-5922-725.30-42	0522	2/2011	738.70
						* Total	2,470.30
				1 Checks	** Fund Total		2,470.30
02/16/2011	104954	LEVANDER, GILLEN & MILL	client 81000e	427-5917-727.30-42	0717	2/2011	213.00
						* Total	213.00
				1 Checks	** Fund Total		213.00
02/16/2011	104954	LEVANDER, GILLEN & MILL	client 81000e	428-5910-728.30-42	0810	2/2011	967.60
						* Total	967.60
02/23/2011	105011	BKV GROUP, INC.	27578	428-5918-728.30-20	0818	2/2011	3,903.66
			27579	428-5918-728.30-20	0818	2/2011	2,450.00
			27580	428-5918-728.30-20	0818	2/2011	1,750.00
						* Total	8,103.66
02/23/2011	105043	KRECH, O'BRIEN, MUELLER	81530116835	428-5918-728.30-70	0818	2/2011	12,541.25
						* Total	12,541.25
				3 Checks	** Fund Total		21,612.51
02/16/2011	104954	LEVANDER, GILLEN & MILL	client 81000e	429-5901-729.30-42	0901	2/2011	313.00
			client 81000e	429-5924-729.30-42	0924	2/2011	2,433.72
						* Total	2,746.72

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
				1 Checks	** Fund Total		2,746.72
02/23/2011	105035	HOISINGTON KOEGLER GROU	0100503	430-5923-730.30-60	1023	2/2011	781.25
						* Total	781.25
				1 Checks	** Fund Total		781.25
02/16/2011	104954	LEVANDER, GILLEN & MILL	client 81000e	440-5900-740.30-42	1109D	2/2011	737.50
						* Total	737.50
				1 Checks	** Fund Total		737.50
02/16/2011	104985	SOUTH ST PAUL, CITY OF	OCT - DEC	441-0000-207.08-00		2/2011	40.50
						* Total	40.50
				1 Checks	** Fund Total		40.50
02/16/2011	104954	LEVANDER, GILLEN & MILL	client 81000e	446-5915-746.30-42	0315	2/2011	2,348.50
						* Total	2,348.50
02/23/2011	105012	BOLTON & MENK, INC.	0137913	446-5915-746.30-30	0315	2/2011	1,987.25
						* Total	1,987.25
				2 Checks	** Fund Total		4,335.75
02/16/2011	104904	AUTOMATIC SYSTEMS CO.	23590S	501-7100-512.40-42		2/2011	242.30
						* Total	242.30
02/16/2011	104905	BATTERIES PLUS	030525694	501-7100-512.60-16		2/2011	41.68
						* Total	41.68
02/16/2011	104907	BLURTON, LARRY	class a exam fee	501-7100-512.30-70		2/2011	43.00
						* Total	43.00
02/16/2011	104927	EBENSTEINER, KARL	class a license exam	501-7100-512.50-70		2/2011	43.00
						* Total	43.00
02/16/2011	104928	EMBROIDME.COM	5983	501-7100-512.60-45		2/2011	10.69
						* Total	10.69
02/16/2011	104970	MN GLOVE & SAFETY, INC.	250009	501-7100-512.60-16		2/2011	1,735.14
						* Total	1,735.14
02/16/2011	104985	SOUTH ST PAUL, CITY OF	OCT - DEC	501-7100-512.40-05		2/2011	148.72
						* Total	148.72
02/16/2011	104999	XCEL ENERGY	acct 5160987097	501-7100-512.40-10		2/2011	2,057.51
				acct 5160987097		2/2011	12,433.66
						* Total	14,491.17
02/23/2011	105005	ACE PAINT & HARDWARE	505872	501-7100-512.60-16		2/2011	10.66
				505957		2/2011	8.00
				505985		2/2011	5.31

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/23/2011	105005	ACE PAINT & HARDWARE	506981	501-7100-512.60-16		2/2011	24.55
						* Total	48.52
02/23/2011	105010	AUTOMATIC SYSTEMS CO.	23619S	501-7100-512.40-42		2/2011	971.72
						* Total	971.72
02/23/2011	105018	CITY OF BLOOMINGTON	JAN	501-7100-512.30-70		2/2011	400.00
						* Total	400.00
02/23/2011	105022	DAKOTA CTY TREASURER-AU	FINAL 2010	501-7100-512.50-20		2/2011	39.02
						* Total	39.02
02/23/2011	105023	ELROY'S ELECTRIC SERVIC	1557	501-7100-512.40-40		2/2011	38.00
						* Total	38.00
02/23/2011	105029	GARTZKE CONSTRUCTION IN	9846	501-7100-512.40-46		2/2011	2,236.84
						* Total	2,236.84
02/23/2011	105031	GOPHER STATE ONE-CALL	5251	501-7100-512.30-70		2/2011	100.00
			6300	501-7100-512.30-70		2/2011	69.60
						* Total	169.60
02/23/2011	105033	GRAYBAR	952271521	501-7100-512.40-40		2/2011	49.17
						* Total	49.17
02/23/2011	105036	HOME DEPOT CREDIT SERVI	acct 6035322502691268	501-7100-512.60-16		2/2011	48.57
						* Total	48.57
02/23/2011	105051	MN GLOVE & SAFETY, INC.	250204	501-7100-512.60-45		2/2011	134.95
						* Total	134.95
02/23/2011	105068	SPRINT	acct 842483314	501-7100-512.50-20		2/2011	276.45
						* Total	276.45
02/23/2011	105069	ST. CROIX TREE SERVICE,	62616	501-7100-512.40-40		2/2011	1,950.47
						* Total	1,950.47
02/23/2011	105072	STATE OF MN-DEPT OF PUB	erc id 190710047	501-7100-512.40-40		2/2011	100.00
						* Total	100.00
02/23/2011	105073	STATE OF MN-DEPT OF PUB	erc id 190710049	501-7100-512.40-40		2/2011	25.00
						* Total	25.00
02/23/2011	105075	TDS METROCOM	CITY HALL	501-7100-512.50-20		2/2011	212.37
						* Total	212.37
02/23/2011	105083	WATER CONSERVATION SERV	2314	501-7100-512.30-70		2/2011	270.40
						* Total	270.40
				24 Checks	** Fund Total		23,726.78
02/16/2011	104966	METROPOLITAN COUNCIL	951585	502-7200-514.40-15		2/2011	126,744.67
						* Total	126,744.67

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/16/2011	104985	SOUTH ST PAUL, CITY OF	OCT - DEC	502-7200-514.40-15		2/2011	301.32
						* Total	301.32
02/16/2011	104999	XCEL ENERGY	acct 5160987097	502-7200-514.40-20		2/2011	1,375.52
						* Total	1,375.52
02/23/2011	105047	MACQUEEN EQUIPMENT INC	REGISTRATION	502-7200-514.50-80		2/2011	300.00
						* Total	300.00
				4 Checks	** Fund Total		128,721.51
02/16/2011	104896	ACE PAINT & HARDWARE	505873	503-8500-526.40-40		2/2011	6.23
						* Total	6.23
02/16/2011	104958	LILLIE SUBURBAN NEWSPAP	GOLF CART	503-8500-526.50-25		2/2011	60.32
						* Total	60.32
02/16/2011	104990	TDS METROCOM	acct 6514573667	503-8500-526.50-20		2/2011	259.52
						* Total	259.52
02/23/2011	105005	ACE PAINT & HARDWARE	505943	503-8600-527.60-20		2/2011	7.46
						* Total	7.46
02/23/2011	105019	COPY RIGHT	49868	503-8000-521.50-30		2/2011	2,584.02
						* Total	2,584.02
02/23/2011	105028	G & K SERVICES	1182813026 1182823974	503-8600-527.60-45 503-8600-527.60-45		2/2011 2/2011	102.38 96.46
						* Total	198.84
02/23/2011	105030	GEMPLER'S INC.	1016831899	503-8600-527.60-50		2/2011	498.78
						* Total	498.78
02/23/2011	105032	GRAINGER	9453081359	503-8500-526.60-65		2/2011	889.70
						* Total	889.70
02/23/2011	105082	VALUE PLUS FLOORING INC	CG008630	503-8600-527.80-40		2/2011	12,126.20
						* Total	12,126.20
02/23/2011	105085	WESTERN PETROLEUM COMPA	0302318	503-8600-527.60-22		2/2011	506.64
						* Total	506.64
02/23/2011	105086	WESTIN-NIELSON	212211	503-8600-527.80-40		2/2011	6,444.20
						* Total	6,444.20
02/23/2011	105087	WINZER CORPORATION	105337	503-8600-527.60-12		2/2011	83.65
						* Total	83.65
02/16/2011	800084	OFFICEMAX INC	ELAN CC	503-8500-526.60-10		2/2011	74.94
						* Total	74.94
02/16/2011	800085	HOME DEPOT	ELAN CC	503-8500-526.60-65		2/2011	44.36
						* Total	44.36

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT	
				14 Checks	** Fund Total		23,784.86	
02/16/2011	104897	ADRIAN, ERIC	payroll	504-6100-452.10-30	R60100	2/2011	81.14	
							* Total	81.14
02/16/2011	104900	ANGELO'S ITALIAN RESTAU	752431	504-6100-452.60-09	R30600	2/2011	600.84	
							* Total	600.84
02/16/2011	104937	GLASSING FLORIST	ACCT 24427	504-6100-452.60-09	R30600	2/2011	40.17	
							* Total	40.17
02/16/2011	104946	J-C PRESS	110684	504-6100-452.50-30	R90100	2/2011	117.57	
							* Total	117.57
02/16/2011	104989	TAHO SPORTSWEAR	10TF2448	504-6100-452.60-45	R50250	2/2011	41.70	
			11TF0063	504-6100-452.60-45	R40180	2/2011	427.99	
							* Total	469.69
02/23/2011	105048	MBSLA	2011 FEE	504-6100-452.50-70	R40200	2/2011	100.00	
							* Total	100.00
02/16/2011	800067	WABASHA STREET CAVES	ELAN CC	504-6100-452.50-90	R90100	2/2011	100.00	
							* Total	100.00
02/16/2011	800086	MRPS	ELAN CC	504-6100-452.50-80	R32000	2/2011	10.00	
							* Total	10.00
02/16/2011	800087	AMERICAN CARNIVAL MART	ELAN CC	504-6100-452.60-09	R30300	2/2011	198.00	
							* Total	198.00
02/16/2011	800088	DRKULAS 32 BOWL	ELAN CC	504-6100-452.60-09	R50250	2/2011	50.00	
							* Total	50.00
02/16/2011	800089	MAJORS SPORTS CAFE	ELAN CC	504-6100-452.60-09	R50280	2/2011	50.00	
							* Total	50.00
02/16/2011	800090	PARTY CITY	ELAN CC	504-6100-452.60-09	R40100	2/2011	61.58	
							* Total	61.58
				12 Checks	** Fund Total		1,878.99	
02/10/2011	104893	SCHNEIDER, THOMAS	PERFORMANCE	505-6200-453.30-70	C10000	2/2011	125.00	
							* Total	125.00
02/16/2011	104896	ACE PAINT & HARDWARE	505748	505-6200-453.60-16	C21000	2/2011	7.05	
			505775	505-6200-453.60-16	C25000	2/2011	1.06	
			505821	505-6200-453.60-16	C25000	2/2011	8.91	
							* Total	17.02
02/16/2011	104906	BECKER ARENA PRODUCTS,	82906	505-6200-453.76-65	C21500	2/2011	66.54	
							* Total	66.54
02/16/2011	104912	COCO DUGAN DESIGN	RETAINER	505-6200-453.30-70	C21000	2/2011	165.00	

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	165.00
02/16/2011	104915	CULLIGAN	acct 157011438908	505-6200-453.60-16	C25000	2/2011	794.08
						* Total	794.08
02/16/2011	104932	FERRELLGAS	VMCC	505-6200-453.60-21	C21000	2/2011	160.66
						* Total	160.66
02/16/2011	104933	FERRELLGAS	acct 775735	505-6200-453.60-21	C25000	2/2011	545.67
						* Total	545.67
02/16/2011	104935	FIRST IMPRESSION GROUP,	43825	505-6200-453.50-35	C91000	2/2011	1,296.44
						* Total	1,296.44
02/16/2011	104939	GRAINGER	9443749602	505-6200-453.60-16	C21000	2/2011	98.67
			9446234093	505-6200-453.60-40	C25000	2/2011	278.46
			9447283608	505-6200-453.60-16	C25000	2/2011	21.17
			9447964728	505-6200-453.60-11	C21000	2/2011	331.39
			9447964736	505-6200-453.60-11	C25000	2/2011	34.57
			9447964744	505-6200-453.60-16	C21000	2/2011	46.18
			9448692260	505-6200-453.60-11	C25000	2/2011	147.11
			9448692278	505-6200-453.60-16	C21000	2/2011	552.12
			9448911942	505-6200-453.60-11	C25000	2/2011	24.33
			9449058735	505-6200-453.60-11	C25000	2/2011	489.60
			9449058743	505-6200-453.60-11	C25000	2/2011	218.84
						* Total	2,242.44
02/16/2011	104940	GREEN MILL CATERING	CATERING	505-6200-453.60-65	C10100	2/2011	1,244.96
						* Total	1,244.96
02/16/2011	104943	HILLYARD INC	7347920	505-6200-453.60-16	C25000	2/2011	594.61
						* Total	594.61
02/16/2011	104946	J-C PRESS	110684	505-6200-453.60-65	C70000	2/2011	117.56
			110685	505-6200-453.50-30	C50000	2/2011	117.56
						* Total	235.12
02/16/2011	104947	JOHNSON CONTROLS	12260567148	505-6200-453.40-40	C21000	2/2011	2,816.13
						* Total	2,816.13
02/16/2011	104948	JOHNSTONE SUPPLY	348322	505-6200-453.60-16	C25000	2/2011	302.76
						* Total	302.76
02/16/2011	104951	LEONARD, JOE	10th anniversary	505-6200-453.30-70	C10000	2/2011	500.00
						* Total	500.00
02/16/2011	104963	MENARDS - WEST ST. PAUL	39407	505-6200-453.60-16	C25000	2/2011	125.84
						* Total	125.84
02/16/2011	104964	METRO ECSU	damage deposit	505-0000-352.25-00	C15000	2/2011	500.00
						* Total	500.00
02/16/2011	104968	MINNESOTA AIR	4065591	505-6200-453.60-16	C21000	2/2011	505.60

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	505.60
02/16/2011	104973	MSHSL REGION 3AA	SECTION 4A	505-0000-352.22-00	C17500	2/2011	397.00
						* Total	397.00
02/16/2011	104977	OLSON, BREE	birthday party	505-0000-352.29-00	C16000	2/2011	65.00
						* Total	65.00
02/16/2011	104980	R & R SPECIALTIES OF WI	47010	505-6200-453.40-42	C21000	2/2011	52.00
						* Total	52.00
02/16/2011	104984	RYCO SUPPLY COMPANY	33550	505-6200-453.60-11	C25000	2/2011	41.14
						* Total	41.14
02/16/2011	104986	SPRUNG SERVICES	59442	505-6200-453.40-40	C25000	2/2011	630.50
						* Total	630.50
02/16/2011	104991	UNITED LABORATORIES	35886R	505-6200-453.60-11	C25000	2/2011	592.38
						* Total	592.38
02/16/2011	104993	VANCO SERVICES LLC	4503347	505-6200-453.70-60	C10100	2/2011	72.00
						* Total	72.00
02/16/2011	104998	XCEL ENERGY	acct 5168679487	505-6200-453.40-10	C25000	2/2011	24,295.41
			acct 5168679487	505-6200-453.40-20	C25000	2/2011	24,025.25
						* Total	48,320.66
02/23/2011	105055	MSHSL REGION 3AA	girls hockey final	505-0000-352.22-00	C17500	2/2011	5,167.50
						* Total	5,167.50
02/23/2011	105059	PETTY CASH	ins. paperwork	505-6200-453.50-35	C10100	2/2011	4.90
			bk gr ck for school dist	505-6200-453.60-65	C70000	2/2011	35.00
						* Total	39.90
02/23/2011	105066	SLOAN, MARY	ACH RETURN	505-6200-453.10-30	C71000	2/2011	84.03
						* Total	84.03
02/23/2011	105075	TDS METROCOM	CITY HALL	505-6200-453.50-20	C10000	2/2011	107.28
						* Total	107.28
02/16/2011	800091	MIAMA	ELAN CC	505-6200-453.50-70	C21000	2/2011	145.00
						* Total	145.00
02/16/2011	800092	TARGET STORES	ELAN CC	505-6200-453.60-40	C70000	2/2011	162.97
						* Total	162.97
02/16/2011	800093	TYKE SUPPLY	ELAN CC	505-6200-453.60-40	C15000	2/2011	260.80
						* Total	260.80
02/16/2011	800094	CANAL HI FI	ELAN CC	505-6200-453.60-65	C10000	2/2011	1,131.47
						* Total	1,131.47
02/16/2011	800095	NEXT DAY GOURMET	ELAN CC	505-6200-453.60-65	C10000	2/2011	392.69

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	392.69
02/16/2011	800096	OFFICE DEPOT	ELAN CC	505-6200-453.60-65	C70000	2/2011	9.95
						* Total	9.95
02/16/2011	800097	SUPER AMERICA	ELAN CC	505-6200-453.60-65	C70000	2/2011	50.00
						* Total	50.00
02/16/2011	800098	SUPER AMERICA	ELAN CC	505-6200-453.60-65	C70000	2/2011	25.00
						* Total	25.00
02/16/2011	800099	SUPER AMERICA	ELAN CC	505-6200-453.60-65	C70000	2/2011	15.00
						* Total	15.00
02/16/2011	800100	SUPER AMERICA	ELAN CC	505-6200-453.60-65	C70000	2/2011	5.00
						* Total	5.00
02/16/2011	800101	TRADER JOE'S	ELAN CC	505-6200-453.60-65	C70000	2/2011	12.25
						* Total	12.25
02/16/2011	800103	SUPER AMERICA	ELAN CC	505-6200-453.60-65	C70000	2/2011	10.00
						* Total	10.00
				42 Checks	** Fund Total		70,027.39
02/16/2011	104901	ARAMARK	6297159022	603-5300-444.40-65		2/2011	28.12
				6297159022		2/2011	13.80
						* Total	41.92
02/16/2011	104903	ARAMARK UNIFORM SERVICE	6297173328	603-5300-444.40-65		2/2011	32.94
				6297173328		2/2011	42.59
						* Total	75.53
02/16/2011	104910	CARQUEST AUTO PARTS STO	1596144873	603-5300-444.40-41		2/2011	8.53
				1596144993		2/2011	9.60
				1596144993		2/2011	16.53
				1596145025		2/2011	8.53
				1596145046		2/2011	44.22
				1596145138		2/2011	18.68
				1596145145		2/2011	12.44
				1596145192		2/2011	11.80
						* Total	113.27
02/16/2011	104911	CLAREY'S SAFETY EQUIPME	3008	603-5300-444.40-41		2/2011	706.24
						* Total	706.24
02/16/2011	104929	EMERGENCY APPARATUS MAI	BACK OUT	603-5300-444.40-41		2/2011	3,832.14
				52251		2/2011	7,664.28
						* Total	3,832.14
02/16/2011	104930	EMERGENCY AUTOMOTIVE TE	CS0208119	603-5300-444.40-41		2/2011	641.90
				RP0126114		2/2011	121.28
						* Total	763.18

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/16/2011	104931	FACTORY MOTOR PARTS COM	13527182	603-5300-444.40-41		2/2011	78.75-
			13527671	603-5300-444.40-41		2/2011	10.00-
			13550911	603-0000-145.50-00		2/2011	76.67
			13550911	603-5300-444.40-41		2/2011	11.25
			13567838	603-5300-444.40-41		2/2011	277.62
						* Total	276.79
02/16/2011	104936	FORCE AMERICA, INC.	01357084	603-5300-444.40-41		2/2011	94.06
						* Total	94.06
02/16/2011	104941	H&L MESABI	82310	603-5300-444.40-41		2/2011	644.07
						* Total	644.07
02/16/2011	104945	INNOVATIVE SHOP SERVICE	1370	603-5300-444.40-40		2/2011	1,983.75
						* Total	1,983.75
02/16/2011	104950	LARSON COMPANIES	F210310080	603-0000-145.50-00		2/2011	259.75
						* Total	259.75
02/16/2011	104996	XCEL ENERGY	acct 5152791130	603-5300-444.40-20		2/2011	2,335.64
			acct 5152791130	603-5300-444.40-10		2/2011	3,154.41
						* Total	5,490.05
02/23/2011	105006	AMERICAN FLAGPOLE & FLA	92085	603-5300-444.40-40		2/2011	160.10
						* Total	160.10
02/23/2011	105008	ARAMARK UNIFORM SERVICE	6297178115	603-5300-444.40-65		2/2011	32.95
			6297178115	603-5300-444.60-45		2/2011	17.95
						* Total	50.90
02/23/2011	105009	ARROW MOWER, INC.	5984	603-5300-444.40-41		2/2011	15.71
						* Total	15.71
02/23/2011	105013	BOYER TRUCKS - PARTS DI	488074	603-5300-444.40-41		2/2011	31.28
						* Total	31.28
02/23/2011	105015	CANON BUSINESS SOLUTION	4004866806	603-5300-444.40-42		2/2011	132.67
						* Total	132.67
02/23/2011	105017	CARQUEST AUTO PARTS STO	1596144999	603-5300-444.40-41		2/2011	42.69
			1596145207	603-0000-145.50-00		2/2011	51.00
			1596145207	603-5300-444.40-41		2/2011	42.69-
			1596145235	603-5300-444.40-41		2/2011	114.78
			1596145270	603-5300-444.40-41		2/2011	40.61
			1596145447	603-5300-444.60-12		2/2011	11.37
			1596145838	603-5300-444.40-42		2/2011	22.81
			1596145840	603-5300-444.40-42		2/2011	4.51
						* Total	245.08
02/23/2011	105021	CUSTOM HOSE TECH	58591	603-5300-444.40-42		2/2011	298.38
						* Total	298.38
02/23/2011	105024	EMERGENCY AUTOMOTIVE TE	1111113	603-5300-444.40-41		2/2011	167.30

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/23/2011	105024	EMERGENCY AUTOMOTIVE TE	1111114 120110 125114 125115	603-5300-444.40-41 603-5300-444.40-41 603-5300-444.40-41 603-5300-444.40-41		2/2011 2/2011 2/2011 2/2011	1,103.20 342.08 81.20 784.70
						* Total	2,478.48
02/23/2011	105026	FORCE AMERICA, INC.	01357442 01357621	603-5300-444.40-42 603-5300-444.40-41		2/2011 2/2011	620.36 259.52
						* Total	879.88
02/23/2011	105038	I-STATE TRUCK CENTER	C242150384	603-5300-444.40-41		2/2011	95.94
						* Total	95.94
02/23/2011	105039	INTERSTATE POWER SYSTEM	1049919	603-5300-444.40-41		2/2011	399.52
						* Total	399.52
02/23/2011	105040	INVER GROVE FORD	5056306	603-5300-444.40-41		2/2011	48.24
						* Total	48.24
02/23/2011	105042	KIMBALL MIDWEST	1818469	603-5300-444.60-12		2/2011	490.20
						* Total	490.20
02/23/2011	105044	LADD INDUSTRIES LLC	016046501	603-5300-444.40-42		2/2011	199.47
						* Total	199.47
02/23/2011	105049	METRO JANITORIAL SUPPLY	11010406 11010407	603-5300-444.40-42 603-5300-444.60-11		2/2011 2/2011	260.80 196.48
						* Total	457.28
02/23/2011	105054	MOTOR INFORMATION SYSTE	RENEWAL	603-5300-444.40-42		2/2011	1,500.00
						* Total	1,500.00
02/23/2011	105058	OXYGEN SERVICE COMPANY,	7481216	603-5300-444.60-12		2/2011	104.22
						* Total	104.22
02/23/2011	105059	PETTY CASH	vehicle inspection decals	603-5300-444.50-70		2/2011	18.00
						* Total	18.00
02/23/2011	105061	R & R SPECIALTIES OF WI	47022	603-5300-444.40-41		2/2011	254.36
						* Total	254.36
02/23/2011	105063	RY-MAK PLUMBING & HEATI	WATER HEATERS	603-5300-444.40-40		2/2011	555.00
						* Total	555.00
02/23/2011	105070	ST. JOSEPH EQUIPMENT, I	SI83784 SR184128	603-5300-444.40-41 603-5300-444.40-41		2/2011 2/2011	288.26 172.49
						* Total	460.75
02/23/2011	105071	STATE OF MN-DEPT OF PUB	erc id 190710050	603-5300-444.50-70		2/2011	25.00
						* Total	25.00
02/23/2011	105078	TOWMASTER TRAILERS INC	327202	603-5300-444.40-41		2/2011	1,273.16
						* Total	1,273.16

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/23/2011	105079	TRACTOR SUPPLY CREDIT P	acct 6035301200183679	603-5300-444.40-41		2/2011	3.20
			acct 6035301200183679	603-5300-444.60-40		2/2011	19.22
			acct 6035301200183679	603-5300-444.60-45		2/2011	103.95
						* Total	126.37
02/23/2011	105084	WESTERN PETROLEUM COMPA	42140	603-0000-145.50-00		2/2011	766.20
						* Total	766.20
				37 Checks	** Fund Total		25,346.94
02/16/2011	104976	OFFICEMAX INC	494352	604-2200-416.60-05		2/2011	105.55
			494352	604-2200-416.60-10		2/2011	56.79
						* Total	162.34
02/16/2011	104978	PRECISION DATA SYSTEMS	water bills	604-2200-416.60-10		2/2011	958.34
			copy/blue/green paper	604-2200-416.60-05		2/2011	559.49
						* Total	1,517.83
02/23/2011	105060	PRECISION DATA SYSTEMS	8444	604-2200-416.60-10		2/2011	358.90
						* Total	358.90
				3 Checks	** Fund Total		2,039.07
02/16/2011	104944	HUEBSCH SERVICES	2659425	605-3100-419.40-65		2/2011	49.15
						* Total	49.15
02/16/2011	104958	LILLIE SUBURBAN NEWSPAP	BID REQ	605-3100-419.50-25		2/2011	157.76
						* Total	157.76
02/16/2011	104996	XCEL ENERGY	acct 5152791130	605-3100-419.40-20		2/2011	7,455.82
						* Total	7,455.82
02/16/2011	105000	ZEE MEDICAL SERVICE	54189807	605-3100-419.60-65		2/2011	263.21
						* Total	263.21
02/23/2011	105075	TDS METROCOM	CITY HALL	605-3100-419.50-20		2/2011	358.40
						* Total	358.40
				5 Checks	** Fund Total		8,284.34
02/16/2011	104898	ADVANCED TECHNOLOGY SYS	CM60491	606-1400-413.60-10		2/2011	860.56-
			60549	606-1400-413.40-44		2/2011	150.00
			60550	606-1400-413.40-44		2/2011	75.00
			60831	606-1400-413.60-10		2/2011	864.62
						* Total	229.06
02/16/2011	104959	LOGISOLVE LLC	38045	606-1400-413.30-70		2/2011	712.50
						* Total	712.50
02/16/2011	104975	OFFICE OF ENTERPRISE TE	JAN 31	606-1400-413.30-75		2/2011	311.81
						* Total	311.81
02/16/2011	800102	OFFICEMAX INC	ELAN CC	606-1400-413.60-65		2/2011	56.75

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	56.75
				4 Checks	** Fund Total		1,310.12
02/16/2011	104902	ARAMARK REFRESHMENT SER	66832	702-0000-228.65-00		2/2011	148.58
						* Total	148.58
02/16/2011	104909	BURDICK BUILDERS	escrow-10090 adam ave	702-0000-229.98-00		2/2011	2,500.00
						* Total	2,500.00
02/16/2011	104917	CULLIGAN	acct 157985030228	702-0000-228.63-00		2/2011	118.64
						* Total	118.64
02/16/2011	104918	CULLIGAN	acct 157984732428	702-0000-228.63-00		2/2011	89.44
						* Total	89.44
02/16/2011	104954	LEVANDER, GILLEN & MILL	client 81000e	702-0000-228.51-00		2/2011	68.00
				client 81000e		702-0000-228.69-00	22.00
				client 81000e		702-0000-228.84-00	11.00
				client 81000e		702-0000-228.92-00	3,017.00
				client 81000e		702-0000-229.17-00	66.00
						* Total	3,184.00
02/16/2011	104981	RAMSEY COUNTY SHERIFF'S	W62CV082007	702-0000-229.10-00		2/2011	500.00
						* Total	500.00
02/23/2011	105014	BRINKMAN, AMY	trinket box	702-0000-228.65-00		2/2011	80.95
						* Total	80.95
02/23/2011	105045	LILLIE SUBURBAN NEWSPAP	P MASON	702-0000-229.32-00		2/2011	25.88
						* Total	25.88
02/23/2011	105062	RAMSEY COUNTY SHERIFF'S	danyel shanta moeteresa	702-0000-229.10-00		2/2011	600.00
						* Total	600.00
02/23/2011	105065	SHANE HOMES INC	escrow 1526 70th street	702-0000-229.98-00		2/2011	2,500.00
						* Total	2,500.00
				10 Checks	** Fund Total		9,747.49
				265 Checks	*** Bank Total		486,383.12
				265 Checks	*** Grand Total		486,383.12

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

APPROVE CONTRACT FOR RE-ROOF OF CITY HALL

Meeting Date: February 28, 2011
 Item Type: Consent
 Contact: JTeppen, Asst City Admin
 Prepared by:
 Reviewed by:

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

PURPOSE/ACTION REQUESTED Consider approval of the contract for the re-roof of City Hall.

SUMMARY The vendor has submitted a contract for approval following notification that the Council awarded the bid.

This contract essentially mirrors the contract we have with other vendors on the Public Safety Addition/City Hall Renovation project. They have submitted the required bonds and signed project labor agreements.

Staff recommends Council approve the contract.

AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Seventh day of February in the year Two Thousand Eleven

(In words, indicate day, month and year)

BETWEEN the Owner:

(Name, address and other information)

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

and the Contractor:

(Name, address and other information)

B & B Sheet Metal & Roofing, Inc.
210 Centennial Drive
Buffalo, MN 55313

for the following Project:

(Name, location, and detailed description)

Project #1643.01
City Hall Reroofing
8150 Barbara Avenue
Inver Grove Heights, MN 55077

The Architect:

(Name, address and other information)

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

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

| N/A

§ 3.2 The Contract Time shall be measured from the date of commencement.

| § 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

| May 15, 2011 as stated under Alternate One in specification section 012300.

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User Notes:

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Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Thirty-Four Thousand Dollars (\$134,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: Alternate One "Spring Installation."
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any: NA
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit
------	-----------------------	----------------

§ 4.4 Allowances included in the Contract Sum, if any: NA
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the fifteenth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than Thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

Init.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

N/A

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

N/A

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

The Architect shall render, as part of a project team consisting of the Architect, Owner's Project Manager, and Owner, initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction

Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

One and One-half percent (1.5%) per month or part of a month, per state statute.

§ 8.3 The Owner's representative:
(Name, address and other information)

Jenelle Teppen, Assistant City Administrator
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, Minnesota, 55077

§ 8.3.1 The Owner's Representative shall have authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization for items up to \$15,000 in cost. City Council approval will be required for amounts greater than \$15,000.

§ 8.4 The Contractor's representative:
(Name, address and other information)

Dave Young
B & B Sheet Metal & Roofing Inc.
210 Centennial Drive
Buffalo, MN 55313

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User Notes:

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§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

8.6.1 The Contractor shall enter into a Project Labor Agreement per Specification 002213 Supplementary Instructions to Bidders.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Specification 007300	Supplementary Conditions	December 13, 2010	12

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

(Table deleted)

Project Manual for the City Hall Reroofing, Inver Grove Heights, MN, prepared by BKV Group, dated December 13, 2010.

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

All drawings listed on the cover sheet (sheet RG100) of the plans titled "City Hall Reroofing" 8150 Barbara Avenue, Inver Grove Heights, Minnesota," dated December 13, 2010.

(Table deleted)

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum One	January 6, 2011	3 pages, plus attachments

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

(Paragraphs deleted)

.1 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

AIA Document A701 - 1997 Instructions to Bidders
Specification 002213 Supplementary Instructions to Bidders

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expires on 06/14/2011, and is not for resale.

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ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in in the Contract Documents.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

George Tourville, Mayor
City of Inver Grove Heights

Melissa Rheaume, Deputy City Clerk
City of Inver Grove Heights
(Row deleted)

Brad Burns

CONTRACTOR (Signature)

Brad Burns, President
B & B Sheet Metal & Roofing

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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER APPROVAL OF THE 2010 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF INVER GROVE HEIGHTS AND AMERICAN FEDERATION OF STATE AND MUNICIPAL EMPLOYEES, COUNCIL FIVE, LOCAL 1065

Meeting Date: February 28, 2011
Item Type: Consent
Contact: Jenelle Teppen, Asst. City Admin.
Prepared by:
Reviewed by:

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

PURPOSE/ACTION REQUESTED Consider approval of the proposed 2010 - 2011 labor agreement between the City of Inver Grove Heights and A.F.S.C.M.E. Council 5, Local 1065 effective January 1, 2010, through December 31, 2011.

SUMMARY The City of Inver Grove Heights maintains a labor agreement with A.F.S.C.M.E. Council 5, Local 1065, which represents the City’s clerical, technical professional positions.

We have negotiated an agreement with the group for 2010 and 2011 that includes a 2% wage increase for 2010 and a wage freeze in 2011. The City’s health insurance contribution mirrors that of the Sergeants, Police Officers and Maintenance groups for 2010, and there is no additional increase in the contribution for 2011.

The impact to the general fund I for this contract is \$34,100. We propose to fund this from general fund surplus.

The group of employees in the bargaining unit voted to ratify the proposed agreement on Wednesday, February 23, 2011.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Accepting Individual Project Order (IPO) No. 16A from Kimley-Horn and Associates, Inc. for Design Services and Preparation of Preliminary Plans for City Project No. 2010-22 – Ravine Pond Railroad Erosion Mitigation

Meeting Date: February 28, 2011
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

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: Special Assessments, State-Aid Funds, Railroad Contribution

PURPOSE/ACTION REQUESTED

Consider resolution accepting IPO No. 16A from Kimley-Horn and Associates, Inc. for additional topographical survey services to assist in preparation of preliminary plans and feasibility study for City Project No. 2010-22 – Ravine Ponds Erosion Mitigation.

Kimley-Horn was authorized to prepare a feasibility report at the August 9, 2010 Council meeting. City staff conducted a topographical survey from the pond to the railroad over the erosion area. Kimley-Horn has been in discussions with the Union Pacific Railroad. These discussions have determined that proposed improvements extend beyond the railroad property. This will affect proposed pond locations and alignments of the storm sewer. Additional topographical surveys are needed to make these adjustments. The project schedule called for the feasibility report to be presented to the Council in 2010. However, during preparation of the feasibility report, engineering staff identified areas requiring further review prior to presenting to Council. The feasibility report will be completed and brought to the Council in 2011.

This IPO will provide the services needed to keep the project on schedule. Included in this IPO are: survey services provided by Gorman Surveying for proposed storm water facilities. A final design and construction services IPO will be presented with the feasibility report in 2011. The City has determined that these drainage improvements can be assessed to benefitted properties including the railroad.

I recommend that the Council adopt the resolution accepting IPO No. 16A from Kimley-Horn and Associates, Inc., for survey services for City Project No. 2010-22 – Ravine Pond Railroad Erosion Mitigation.

TJK/kf
Attachments: Resolution
IPO No. 16A
Map of area

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION ACCEPTING INDIVIDUAL PROJECT ORDER (IPO) NO. 16A FROM KIMLEY-HORN
AND ASSOCIATES, INC. FOR TOPOGRAPHICAL SURVEYING FOR CITY PROJECT NO. 2010-22
– RAVINE PONDS RAILROAD EROSION MITIGATION**

RESOLUTION NO. _____

WHEREAS, the City has identified erosion issues affecting the ravine ponds which need mitigation; and

WHEREAS, at the August 9, 2010 regular meeting, City Council authorized staff to enter into a contract with Kimley-Horn and Associates, Inc. via Individual Project Order No. 16 for preparation of a feasibility report for City Project No. 2010-22 – Ravine Ponds Erosion Mitigation; and

WHEREAS, in order to complete the design and construction plans in a timely manner for City Project No. 2010-22 – Ravine Ponds Erosion Mitigation, assistance of a consulting engineering firm is required for additional topographical survey services; and

WHEREAS, City staff requested, and received, a proposal from Kimley-Horn and Associates, Inc.; and

WHEREAS, based on the experience of the firm, the scope and associated fee for the proposed services, it was decided that Kimley-Horn and Associates, Inc. be selected as the consulting firm for City Project No. 2010-22 - Ravine Ponds Erosion Mitigation

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

1. The proposal of Kimley-Horn and Associates, Inc. is accepted and staff is authorized to enter into a contract with Kimley-Horn and Associates, Inc. in the amount of \$3,700 for additional topographical survey for City Project No. 2010-22 – Ravine Ponds Erosion Mitigation.
2. The topographical survey is authorized.
3. Project funding is provided through Special Assessments.

Adopted by the City Council of Inver Grove Heights, Minnesota this 28th day of February 2011.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

INDIVIDUAL PROJECT ORDER NUMBER 16A

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

Identification of Project: Ravine Pond Railroad Erosion Mitigation Improvements
City Project 2010-22

General Category of Services: Preliminary Design Phase Services

Specific Scope of Basic Services: Provide topographic survey for erosion mitigation improvements at the Ravine Ponds site. See attached Exhibit A for a more detailed summary of the scope of services.

Additional Services if Required: None identified at this time.

Schedule: See attached Exhibit C.

Deliverables: Topographic Survey

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

Special Terms of Compensation: None

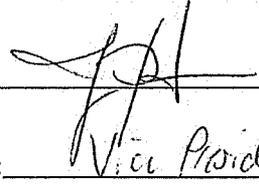
Other Special Terms of Individual Project Order: None

ACCEPTED:

CITY OF INVER GROVE HEIGHTS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____

TITLE: _____

TITLE: *Vice President* _____

DATE: _____

DATE: *2/8/11* _____

EXHIBIT A
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO. 16A

RAVINE POND RAILROAD EROSION MITIGATION IMPROVEMENTS
CITY PROJECT 2010-22

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

1. Preliminary Design Services

A. Topographic Survey

At the request of City staff, we secured the services of Gorman Surveying to obtain topographic survey to supplement the survey prepared by City staff.

2. Feasibility Study Services

No additional services are necessary at this time.

3. Project Coordination/Meetings

No additional services are necessary at this time.

EXHIBIT B
ESTIMATED COSTS

INDIVIDUAL PROJECT ORDER (IPO) NO. 16A

RAVINE POND RAILROAD EROSION MITIGATION IMPROVEMENTS
CITY PROJECT 2010-22

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

<u>Services</u>	<u>Fee Basis</u>	<u>Est. Cost</u>
1. Preliminary Design Services	Hourly	\$ 3,600
Subtotal		\$ 3,600
Reimbursable Expenses		\$ 100
Total		\$ 3,700

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

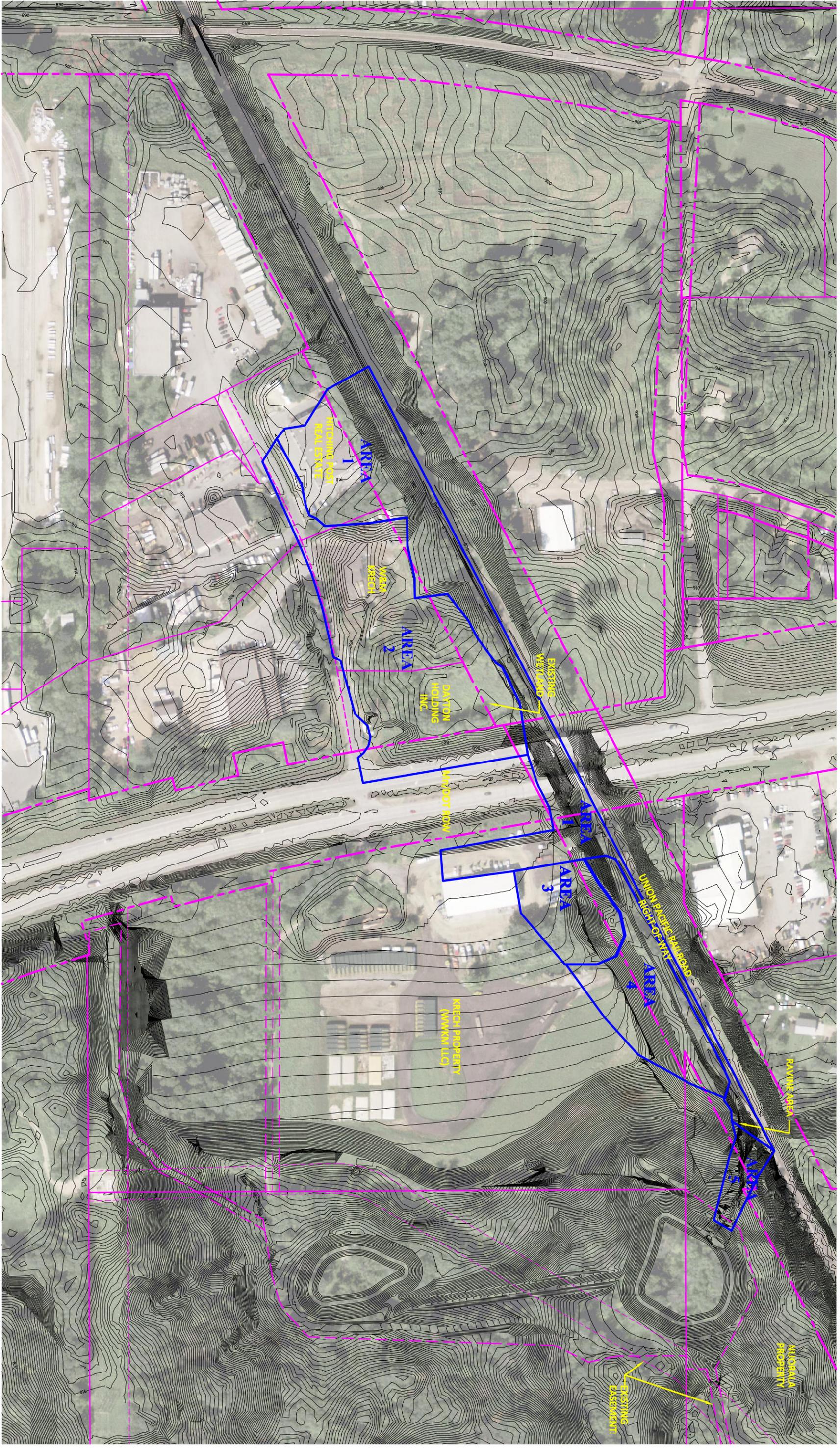
Our total estimated not-to-exceed cost for the scope of services included as a part of this IPO is, therefore, \$ 3,700 including all labor and reimbursable expenses.

EXHIBIT C
SCHEDULE

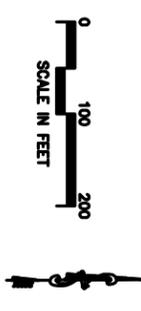
INDIVIDUAL PROJECT ORDER (IPO) NO. 16A

RAVINE POND RAILROAD EROSION MITIGATION IMPROVEMENTS
CITY PROJECT 2010-22

Work will be completed based upon a mutually agreed upon schedule.

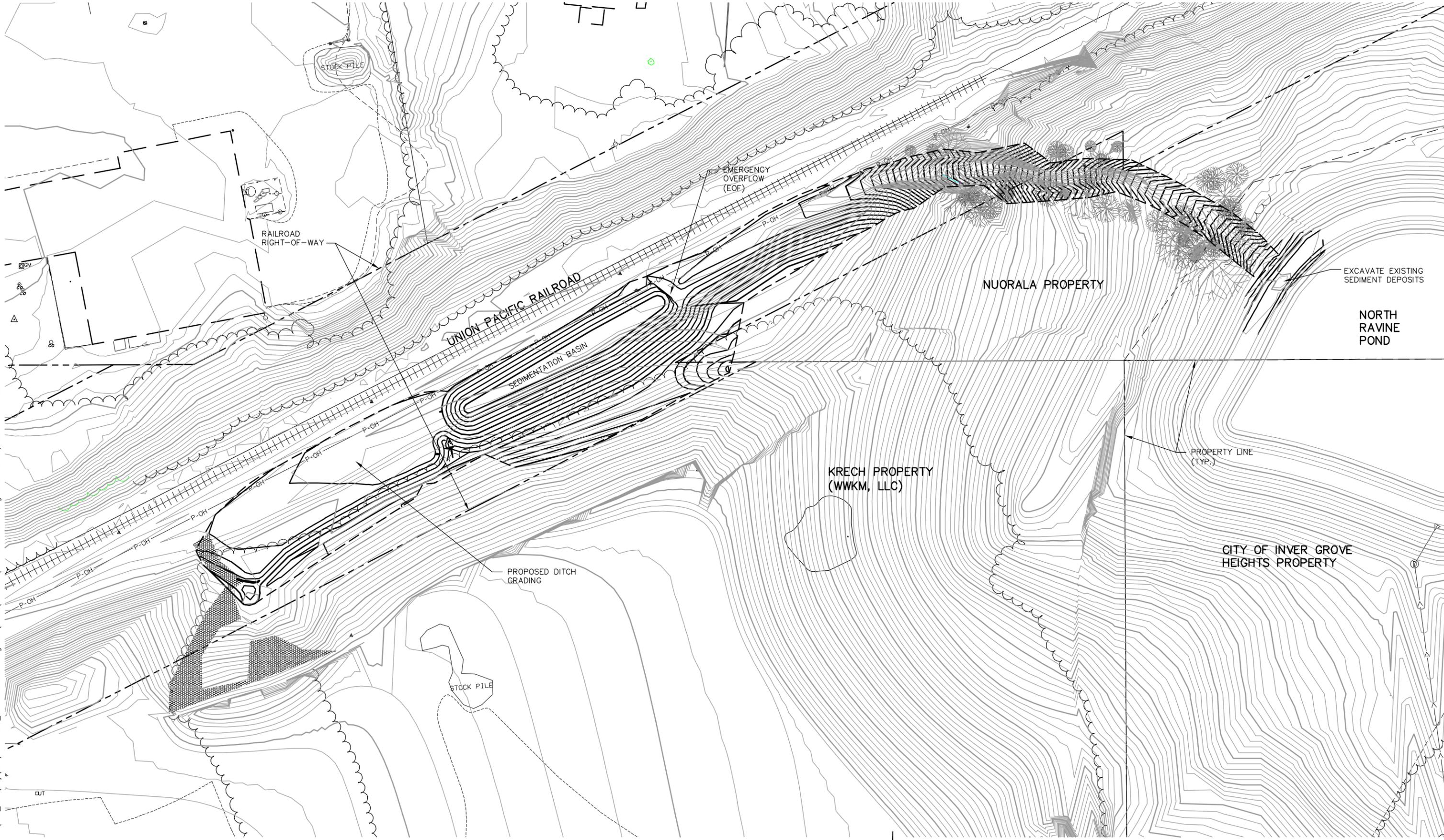



**Kimley-Horn
and Associates, Inc.**
 2850 UNIVERSITY AVE. WEST, SUITE 3400
 ST. PAUL, MINNESOTA 55114
 TEL. NO. (651) 646-4107
 FAX. NO. (651) 646-5116

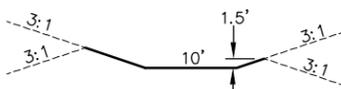


RAVINE POND RAILROAD EROSION
 MITIGATION IMPROVEMENTS
 EXISTING DRAINAGE AREA MAP
 EXHIBIT 1

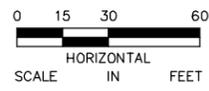
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2550 UNIVERSITY AVE. WEST, SUITE 345N
ST. PAUL, MINNESOTA 55114
TEL. NO. (651) 645-4197
FAX. NO. (651) 645-5116

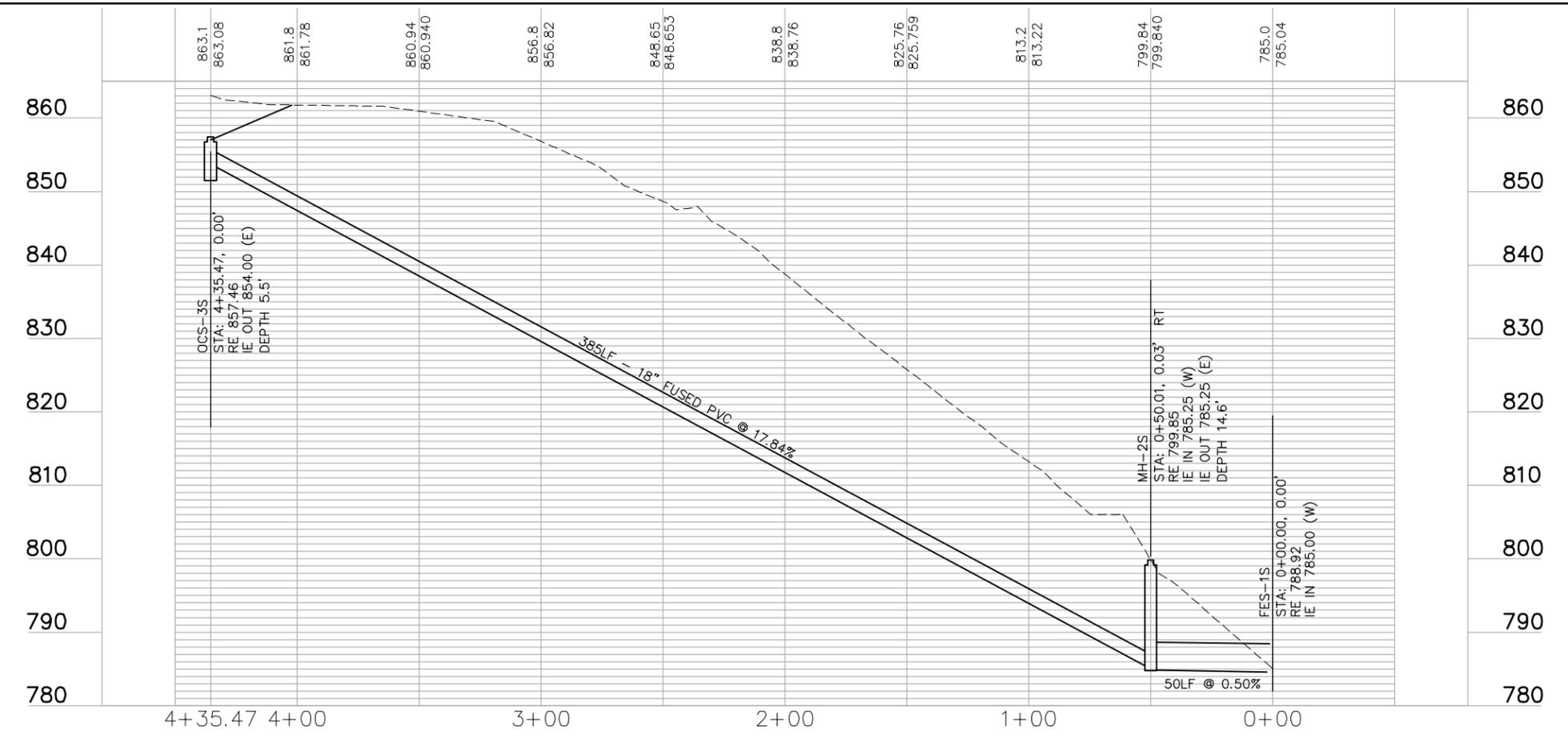
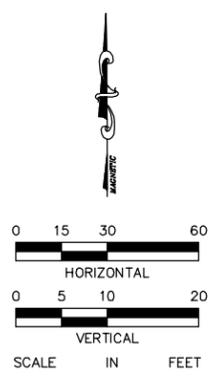
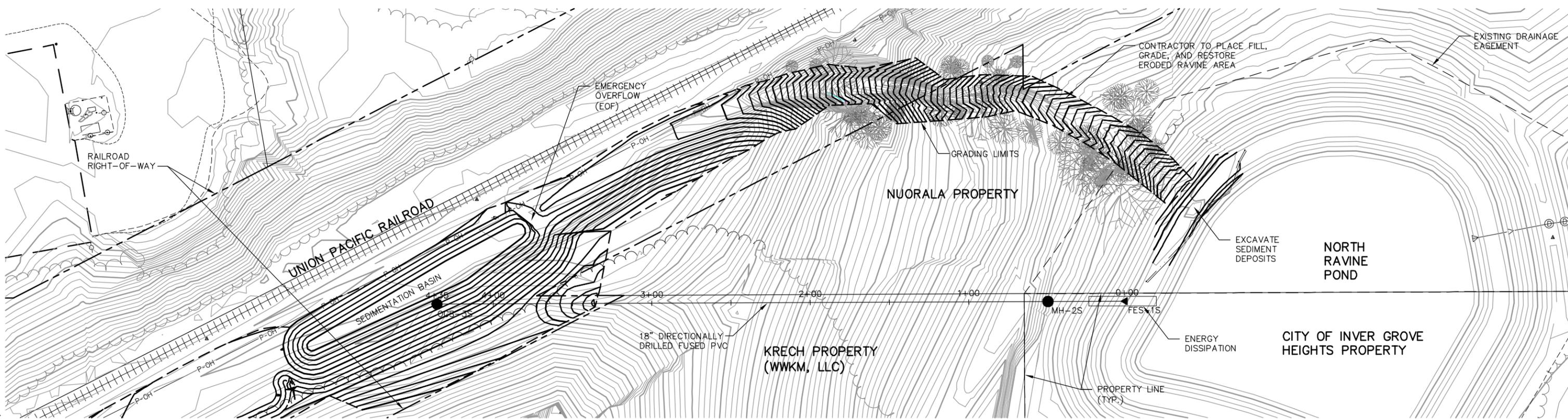


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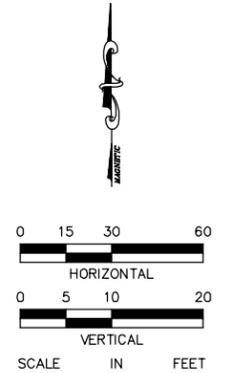
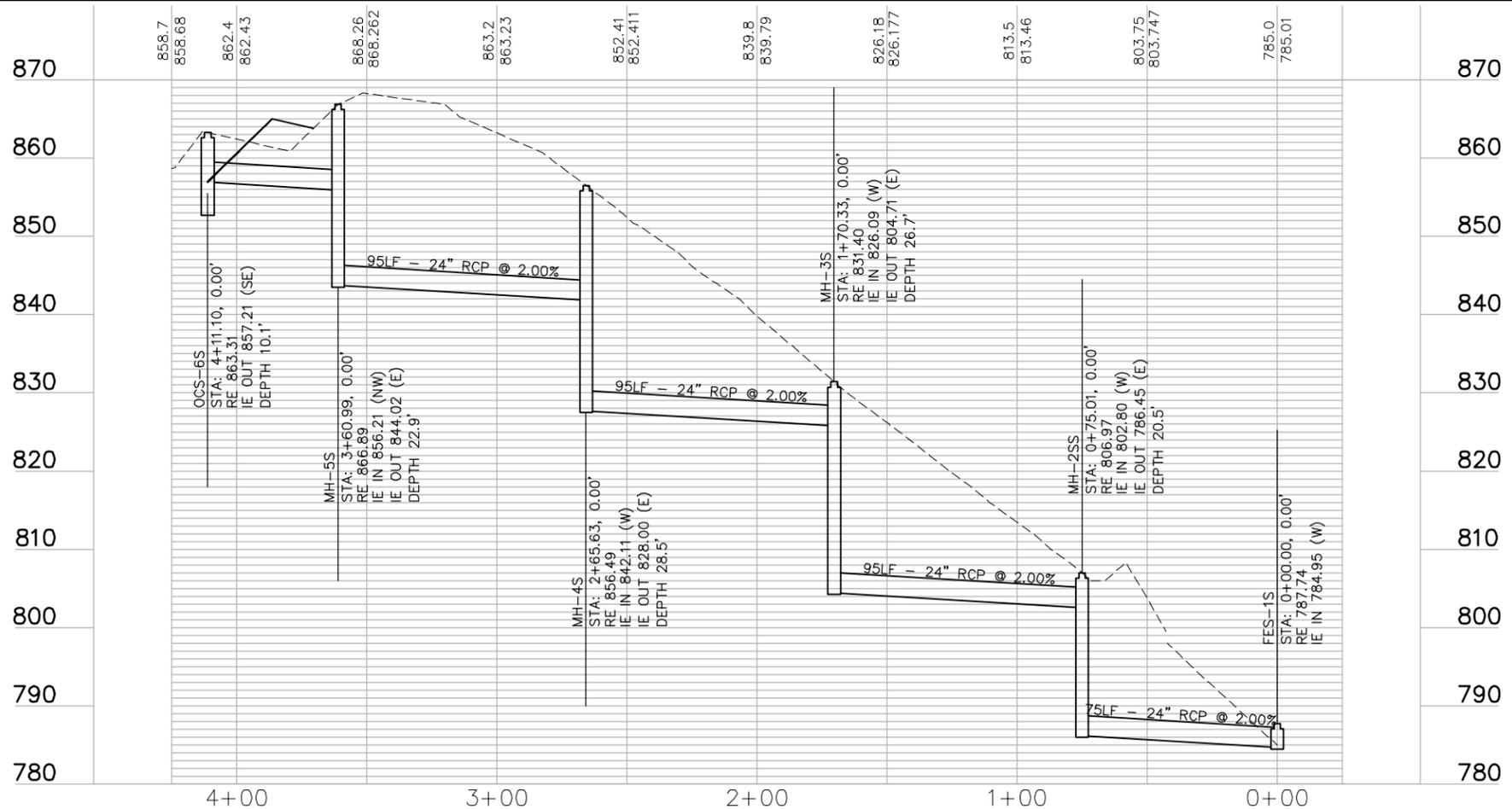
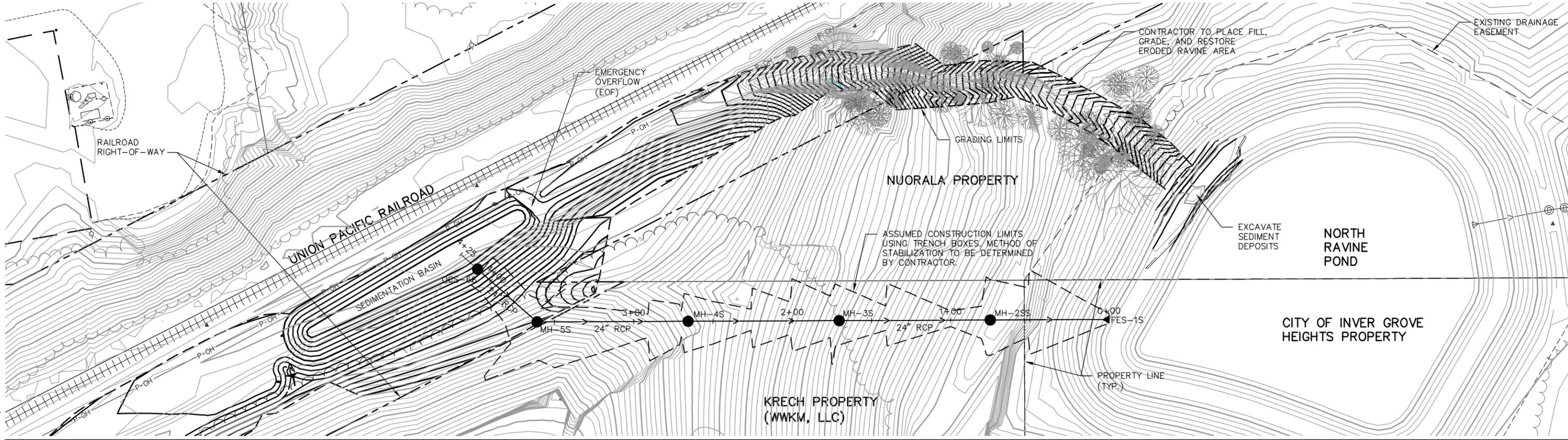


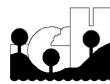
CITY OF INVER GROVE HEIGHTS
RAVINE POND RAILROAD EROSION
MITIGATION IMPROVEMENTS
RAVINE GRADING PLAN

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City of
Inver Grove Heights



0 75 150 300 450 600 Feet



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Accepting Individual Project Order (IPO) No. 17B from Kimley-Horn and Associates, Inc. for Final Design Services and Preparation of Final Plans for City Project No. 2011-09D – South Grove Street Reconstruction – Area 6

Meeting Date: February 28, 2011
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

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, State Aid Funds, Sewer Fund, Water Fund

PURPOSE/ACTION REQUESTED

Consider resolution accepting IPO No. 17B from Kimley-Horn and Associates, Inc. for final design services and construction phase services for City Project No. 2011-09D – South Grove Street Reconstruction – Area 6.

As part of the Pavement Management Program, Area 6 of the South Grove neighborhood has been identified for reconstruction in 2011. A feasibility report was authorized at the January 10, 2011, Council meeting. Kimley-Horn was selected as the consultant for this project in conjunction with the engineering consultant pool which was brought before Council.

This IPO will provide the services needed to keep the project on schedule. Included in this IPO are: final design services, preparation of final construction plans, Skyview Park grading plan, project manual/construction specifications, easement exhibits/descriptions and bidding services. This final design and construction services IPO will be presented at the February 28th meeting.

I recommend that the Council adopt the resolution accepting IPO No. 17B from Kimley-Horn and Associates, Inc., for final design services and preparation of preliminary plans for City Project No. 2011-09D – South Grove Street Reconstruction – Area 6.

TJK/kf
Attachments: Resolution
IPO No. 17B

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION ACCEPTING INDIVIDUAL PROJECT ORDER (IPO) NO. 17B FROM KIMLEY-HORN
AND ASSOCIATES, INC. FOR FINAL DESIGN SERVICES AND PREPARATION OF
CONSTRUCTION PLANS FOR CITY PROJECT NO. 2011-09D – SOUTH GROVE STREET
RECONSTRUCTION – AREA 6**

RESOLUTION NO. _____

WHEREAS, as part of the City's Pavement Management Program, South Grove – Area 6 has been identified for reconstruction starting in 2011; and

WHEREAS, at the January 10, 2011, regular meeting, City Council authorized staff to enter into a contract with Kimley-Horn and Associates, Inc. for preparation of a Feasibility Report update for the Pavement Management Program – Urban Street Reconstruction Project, City Project No. 2011-09D (South Grove – Area 6).

WHEREAS, in order to complete the final design and construction plans in a timely manner for the Pavement Management Program – Urban Reconstruction Project – City Project No. 2011-09D (South Grove Area 6), assistance of a consulting engineering firm is required for design services and preparation of preliminary plans, and

WHEREAS, City staff requested, and received, a proposal from Kimley-Horn and Associates, Inc.; and

WHEREAS, based on the experience of the firm, the scope and associated fee for the proposed services, it was decided that Kimley-Horn and Associates, Inc. be selected as the consulting firm for City Project No. 2011-09D (South Grove Area 6).

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

1. The proposal of Kimley-Horn and Associates, Inc. is accepted and staff is authorized to enter into a contract with Kimley-Horn and Associates, Inc. in the amount of \$120,900 for final design services and preparation of final plans and specifications and other deliverables identified in IPO 17B for the Pavement Management Program – Urban Street Reconstruction Project, City Project No. 2011-09D (South Grove – Area 6).
2. The preparation of final plans and specifications is authorized.
3. Project funding is provided through the Pavement Management Fund, Special Assessments, State Aid Funds, the Sewer Fund and the Water Fund.

Adopted by the City Council of Inver Grove Heights, Minnesota this 28th day of February 2011.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

INDIVIDUAL PROJECT ORDER NUMBER 17B

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

Identification of Project: South Grove Urban Street Reconstruction Area 6
City Project 2011-09D

General Category of Services: Feasibility Study, Final Design and Construction Phase Services for Area 6

Specific Scope of Basic Services: Preparation of feasibility report amendment, final construction plans, and specifications and construction phase services for Area 6. See attached Exhibit A for a more detailed summary of the scope of services.

Additional Services if Required: None identified at this time.

Schedule: See attached Exhibit C.

Deliverables: Feasibility Report Amendment for Area 6
Final Construction Plans for Area 6
Skyview Park Grading Plan
Project Manual/Construction Specifications for Area 6
Easement Exhibits and Descriptions for Area 6

Method of Compensation To be billed on an hourly (cost plus) basis as detailed in attached Exhibit B.

Special Terms of Compensation: None

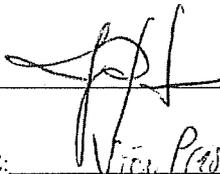
Other Special Terms of Individual Project Order: None

ACCEPTED:

CITY OF INVER GROVE HEIGHTS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____

TITLE: _____

TITLE: Vice President

DATE: _____

DATE: 2/8/11

EXHIBIT A
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO. 17B

SOUTH GROVE STREET RECONSTRUCTION AREA 6

Previous IPO No. 17 and 17A included feasibility study and design phase services for the South Grove Street Reconstruction Area 6, City Project 2011-09D. This IPO includes additional feasibility study services, final design services, preparation of final construction plans and specifications, and construction phase services for Area 6. These services are detailed below.

1. Feasibility Study Services

Kimley-Horn has provided additional feasibility study services, at the direction of City staff, to modify proposed project improvements, update construction cost estimates, and develop updated financing plans. Changes to the proposed project improvements were necessary based on additional utility and geotechnical information made available during the feasibility study phase. We also prepared one (1) additional exhibit for inclusion in the feasibility amendment.

2. Final Design Services

This Scope of Work assumes the following breakdown of street reconstruction and mill and overlay improvements:

Street Reconstruction

- Dawn Avenue E. – 66th Street E. to 70th Street E.
- 69th Street E. – Craig Court E. to Delarosa Court E.
- Craig Court E. – North of 69th Street E.
- Craig Avenue E. – 69th Street E. to 70th Street E.
- Crosby Avenue E. – 69th Street E. to 70th Street E.
- Delaney Avenue E. – 69th Street E. to 70th Street E.
- Upper 69th Street E. – Dawn Avenue E. to Delaney Avenue E.
- Dehrer Way E. – Degrio Way E. (south leg) to 75th Street E.

Partial Street Reconstruction

- Dehrer Way W. – Degrio Way E. (north leg) to Degrio Way E. (south leg)

Mill and Overlay

- 69th Street E./Delilah Avenue E. – Delarosa Court E. to Concord Boulevard
- Degrio Way E. (loop) – West of Dehrer Way E.

This Scope of Work also assumes the following public utility improvements:

Sanitary Sewer Reconstruction

- Craig Avenue E. – 69th Street E. to 70th Street E.
- Upper 69th Street E. – Dawn Avenue E. to Delaney Avenue E.

Watermain Reconstruction

- Dawn Avenue E. – NE corner of Skyview Park to 66th Street E.

A) Preparation of Construction Plans and Cross Sections

We will provide the City with final construction plans that include plan and profile information for the roadway and storm water improvements, including storm sewer and infiltration practices along Craig Court E. Final construction plans will also include plan information for watermain and signing improvements.

We will provide the City with one full-size set and electronic files at the 95% and final plan completion stages containing cross sections at all driveways within the project limits.

B) Easement Coordination

Kimley-Horn will be responsible for easement coordination. This task involves coordination with up to two (2) property owners (South St. Paul Airport and 6825 Craig Court E.), City staff, and the City Attorney as well as preparation of two (2) exhibits and legal descriptions. This task also includes two (2) meetings with each property owner. We have assumed the City will perform appraisals and negotiate compensation with the two parcels.

C) Detailed Quantities and Bid Items

Upon completion of final design, we will provide the City detailed quantities and bid items for all the improvements proposed as part of this project.

D) Final Construction Specifications

We will provide the City with a project manual containing the specifications for the project. The format will be consistent with previous South Grove Reconstruction projects.

E) Permitting Assistance

We will prepare and submit permit applications for the project. We anticipate that this will include a Minnesota Department of Health (MDH) permit for any watermain improvements. We will also prepare the MPCA National Pollutant

Discharge Elimination System (NPDES) permit including the SWPPP required for the project. We will pay the required permit fees for the watermain permit. We have assumed that the contractor will pay the permit fee for the NPDES permit. We have assumed no permits will be required for sanitary sewer.

F) Resident Coordination

We understand the City has sent a letter to residents which includes a survey asking residents to identify any drainage and/or private property issues they may experience. The proposed watermain reconstruction along Dawn Avenue will also impact private property to relocate water services. We have assumed we will assist City staff with correspondence and coordination with these residents. We have assumed this will include up to three (3) field visits with property owners and the preparation of one (1) letter which will be mailed by the City.

3. Skyview Park Improvements

We will develop a grading plan for the area within Skyview Park that will receive excess material generated by the reconstruction portions of the project. We have assumed this includes preparation of one (1) concept plan for City staff review and comment; preparation of a final grading plan and details (up to two (2) plan sheets); and preparation of special provisions for proposed park improvements including a performance specification for an irrigation system. We have assumed one bid alternate will be utilized for the proposed park improvements. The task includes one coordination meeting with City staff and one presentation at a Parks and Recreation Board meeting.

4. Project Management/Meetings

A) Meetings

We have assumed the following additional meetings will be necessary for the project.

- Design review meeting
- Neighborhood information meeting
- Public Improvement Hearing
- Project specifications/special provisions meeting
- Final redlines review meeting

B) Private Utility Coordination

We will contact private utilities and obtain utility information for the project areas.

We will also conduct one (1) additional meeting with private utility companies prior to the pre-construction meeting.

C) State Aid Review and Approval Process

We will prepare the items necessary for the State Aid review and approval process for Dawn Avenue E. These items include plans, the pavement design report, and a drainage report. We will also prepare partial and final State Aid pay requests.

5. Bidding Assistance

We will produce a PDF version of the plans and specifications to be uploaded to QwestCDN. We have assumed we will reproduce up to four (4) sets of plans and specifications for City staff use and maintain up to two (2) sets of plans and specifications in house for review by contractors during bidding. We will attend up to two (2) meetings during the bidding process, a pre-bid meeting and the bid opening. We will field contractor questions relating to the project plans and specifications and prepare any necessary addenda. We will also prepare a bid tabulation and a bid summary letter following the bid opening.

6. Construction Phase Services

A) Pre-Construction Meeting/Contract Documents

We will conduct a pre-construction meeting with the contractor, sub-contractors, City staff, and private utilities and produce meeting minutes. We will also prepare conformed contract documents and coordinate execution of the documents with the contractor and City staff.

B) Shop Drawing Review and Revision Coordination

We will review shop drawings for the project submitted by the contractor. We will also coordinate any necessary shop drawing revisions with the contractor and the City.

C) Construction Design Revision Assistance

We will provide construction design revision assistance as needed. The level of effort we have assumed to be necessary for this task is consistent with the level of effort required for previous South Grove Reconstruction projects.

D) Rain Garden Construction Coordination

We have assumed the City will hire the Dakota County SWCD to observe the proposed rain garden improvements. As requested we will provide the Dakota County SWCD with a rain garden location map and a plant schedule for the rain garden improvements.

EXHIBIT B
ESTIMATED COSTS

INDIVIDUAL PROJECT ORDER (IPO) NO. 17B

SOUTH GROVE STREET RECONSTRUCTION AREA 6

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

<u>Work Task</u>	<u>Estimated Fee</u>
1 Feasibility Study Services	\$ 4,000
2 Final Design Services	\$ 70,000
3 Skyview Park Improvements	\$ 7,920
4 Project Management/Meetings	\$ 11,050
5 Bidding Assistance	\$ 6,100
6 Construction Phase Services	\$ 14,850
Subtotal	\$ 113,920
Permit Fees	\$ 150
<u>Reimbursable Expenses</u>	<u>\$ 6,830</u>
Total	\$ 120,900

Reimbursable expenses (copy/printing charges, plotting, mileage, delivery charges, faxes, etc.) will be charged as an office expense at 6.0% of the labor fee.

Our total estimated not-to-exceed cost for the scope of services included as a part of this IPO is, therefore, \$120,900 including all labor and reimbursable expenses. Please see the attached spreadsheet for a more detailed breakdown of costs.

EXHIBIT C
SCHEDULE

INDIVIDUAL PROJECT ORDER (IPO) NO. 17B

SOUTH GROVE STREET RECONSTRUCTION AREA 6

The following is a summary of the proposed schedule for the project:

City Council Receive Feasibility Report	February 14, 2011
Authorize Preparation of Plans & Specs	
Call Public Improvement Hearing	
Neighborhood Information Meeting	March 2, 2011
Public Improvement Hearing	March 14, 2011
Council Order Project	
Approve Plans and Specs	
Authorize Advertisement for Bids	
Pre-Bid Meeting	April 7, 2011
Bid Opening	April 14, 2011
City Council Awards Contract	April 25, 2011
Start Construction	May 2011
Construction Complete	October 2011

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Agreement with Xcel Energy for Sod Replacement and Seeding on City Project No. 2011-09D – South Grove Street Reconstruction, Area 6

Meeting Date: February 28, 2011
 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

SDT

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

The City Council will consider an agreement with Xcel Energy to do sod replacement and seeding of areas disturbed by Xcel Energy on City Project No. 2011-09D – South Grove Street Reconstruction, Area 6.

SUMMARY

As part of City Project No. 2011-09D (see attached map), the City will be restoring the boulevards on the streets affected by the project. The City’s contract requires the Contractor to place sod by September 10, 2011 to allow for 30 days of growth before cool weather occurs in late October.

Xcel Energy will be affected by the City’s reconstruction project and Xcel has been coordinating efforts to restore and/or replace existing gas and electric systems and services on the street reconstruction project. Their work occurs on City right-of-way and adjacent easements. Xcel Energy is responsible to restore the areas they disturb.

In 2009, City staff worked closely with Xcel to coordinate the boulevard restoration. An agreement was negotiated in 2010 in which the City conducted all boulevard restoration by sod and/or seeding. This coordination effort resulted in uniform standards being used on the boulevard restoration. This greatly reduced the number of calls the City and Xcel received in 2010 related to boulevard restoration. Xcel reimbursed the City for the boulevard restoration at the City’s unit prices.

Attached is the 2011 agreement between the City and Xcel to continue this boulevard restoration for City Project No. 2011-09D – South Grove Street Reconstruction, Area 6. This will allow the City’s contractor to do all the boulevard restoration on a timely basis this fall. Xcel and City staff will measure the areas disturbed by Xcel and an invoice will be sent to Xcel for the select topsoil and sod/seed per the agreement. This will continue in the future on all major reconstruction projects.

It is recommended that the City Council adopt the resolution approving the agreement for sod replacement and seeding on City Project No. 2011-09D – South Grove Area 6.

Attachments: Resolution
 Agreement
 Map

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

**RESOLUTION APPROVING SOD REPLACEMENT AND SEEDING AGREEMENT WITH NSP/XCEL
ENERGY FOR CITY PROJECT NO. 2011-09D – SOUTH GROVE URBAN STREET
RECONSTRUCTION AREA 6**

RESOLUTION NO. _____

WHEREAS, during the 2011 construction season, the City will be constructing City Project No. 2011-09D, South Grove Urban Street Reconstruction Area 6 (the Project). In order to construct the Project, street boulevards will be disturbed by the City's construction activities and by utility company relocations within the boulevard.

WHEREAS, the City and NSP/Xcel Energy desire to work together to restore the disturbed boulevards for City Project No. 2011-09D in an effort to provide uniform, cost-effective boulevard restoration; and

WHEREAS, the attached Sod Replacement and Seeding Agreement is a contractual mechanism for the City and NSP/Xcel Energy to coordinate their single project boulevard restoration efforts and equitably allocate seeding and sod replacement costs between the parties.

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

1. The City Council approves the attached Sod Replacement and Seeding Agreement for 2011-09D, South Grove Urban Street Reconstruction Area 6.
2. The Mayor and Deputy Clerk are authorized to execute the attached Sod Replacement and Seeding Agreement for 2011-09D, South Grove Urban Street Reconstruction Area 6.

Adopted by the City Council of the City of Inver Grove Heights this 28th day of February 2011.

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

**SOD REPLACEMENT AND SEEDING AGREEMENT
BETWEEN CITY OF INVER GROVE HEIGHTS AND
NORTHERN STATES POWER COMPANY d/b/a XCEL ENERGY
FOR CITY PROJECT NO. 2011-09D**

THIS SOD REPLACEMENT AND SEEDING AGREEMENT (Agreement) is made, entered into and effective this ____ day of _____, 2011, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City) and Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy (Xcel Energy). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements, exhibits and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

Section 1.2 Agreement. “Agreement” means this Sod Replacement and Seeding Agreement.

Section 1.3 City. “City” means the City of Inver Grove Heights, a Minnesota municipal corporation.

Section 1.4 Construction Contract. “Construction Contract” means the City of Inver Grove contract with the City’s general contractor for the Project improvements including any Construction Contract amendments and/or Construction Contract change orders.

Section 1.5 Project. “Project” means City of Inver Grove Heights Project No. 2011-09D South Grove Street Reconstruction Project.

Section 1.6 Seeding. “Seeding” means the final grading of disturbed areas pursuant to the plans and specifications of the Construction Contract, to include but not limited to, common excavation, subgrade preparation, scarifying, and the placement of topsoil, seed, Terraseed, Flexterra, fertilizer, mulch, stabilization blankets, soil tackifier, and/or hydraulic mix. The material specifications, construction means and methods, maintenance requirements, watering and warranty provisions are more specifically described in the Construction Contract.

Section 1.7 Sod Replacement. “Sod Replacement” means the final grading of disturbed areas pursuant to the plans and specifications of the Construction Contract, to include but not limited to, common excavation, subgrade preparation, scarifying, and the placement of topsoil, fertilizer, and the placement or replacement of sod. The material specifications, construction means and methods, maintenance requirements, watering and warranty are more specifically described in the Construction Contract.

Section 1.8 Utility Company. “Utility Company” means Xcel Energy.

ARTICLE 2
RECITALS

Recital No. 1. The purpose of this Agreement is to define the rights and obligations of the parties in connection with the City's agreement to include Sod Replacement and Seeding specifications within the City's Construction Contract that provides for Sod Replacement and/or Seeding over areas disturbed during the Utility Company's location or relocation of its utilities provided that the Utility Company reimburses the City for its proportionate share of Construction Contract costs for Sod Replacement and/or Seeding of areas disturbed during the Utility Company's location or relocation of its utilities.

Recital No. 2. The City customarily requires its construction contractor to perform final grading, replace top soil, and replace sod and/or seed disturbed areas following construction of City public improvements.

Recital No. 3. Utility companies customarily require their utility location or relocation contractors to perform final grading, replace top soil, and replace sod and/or seed disturbed areas following the relocation of their utilities.

Recital No. 4. The City's sod replacement/seeding and utility companies sod replacement/seeding are often performed pursuant to different contract schedules and pursuant to different contract specifications even though the City's sod replacement/seeding and the utility companies' sod replacement/seeding may occur adjacent to each other at or near the boulevard of street right-of-way.

Recital No. 5. The City and the Utility Company intend to facilitate cost savings and a higher quality joint sod replacement/seeding effort with this Agreement.

ARTICLE 3
AGREEMENTS RELATING CITY SOD REPLACEMENT AND SEEDING

Section 3.1 Sod Replacement and Seeding. The City agrees to include Sod Replacement and/or Seeding specifications in its Construction Contract to provide for the Sod Replacement and/or Seeding requirements generally shown on the Project plan sheets attached hereto as Exhibit A. The City agrees to process any Construction Contract amendments and/or change orders provided that the areas disturbed by either the City during the Project construction and/or by the Utility Company during the associated utility location or relocation exceeds or materially changes from the Sod Replacement and Seeding requirements generally shown on the Project plan sheets attached hereto as Exhibit A. The City agrees to pay its Project contractor pursuant to the Construction Contract unit prices for Sod Replacement and/or Seeding, and/or pursuant to any Construction Contract amendments and/or change orders affecting the Construction Contract unit prices for Sod Replacement and/or Seeding.

Section 3.2 Sod Replacement and Seeding Cost Calculation. The City and Utility Company agree to meet on-site, measure and calculate:

- A. The areas disturbed by the City during the construction of the Project, and
- B. The areas disturbed by the Utility Company during utility location or relocation.

From time to time during construction and upon completion of construction, the parties agree to meet on-site to calculate and/or verify the calculation of their proportionate share of Sod Replacement and/or Seeding Construction Contract costs based on the areas disturbed by City and Utility Company respectively. The Construction Contract costs allocated to the City and allocated to the Utility Company shall use the same Construction Contract unit prices and/or shall be pursuant to Construction Contract amendments and/or Construction Contract change orders. The City may make any and all Construction Contract amendments and/or Construction Contract change orders pursuant to the City's sole discretion, but the City agrees that that the Utility Company shall not be charged higher unit prices than the City pays pursuant to the Construction Contract, pursuant to Construction Contract amendments and/or pursuant to Construction Contract change orders. In the event that the same area is disturbed by the City and by the Utility Company during their respective Project construction and utility location or relocation activities, the City and the Utility Company agree to allocate the Sod Replacement and/or Seeding Construction Contract costs evenly between the City and the Utility Company for said jointly disturbed area(s). If the Utility Company is unable or unavailable to meet on-site to calculate the Utility Company's proportionate share of the Sod Replacement and/or Seeding Construction Contract costs for a Project area or areas, the City agrees, upon request of the Utility Company, to provide the Utility Company with the City's and/or its Project contractor's calculations (and with available Project documents used in the City's and/or the Project contractor's calculations, including any video, photographs or other Project documents memorializing the sod replacement and/or seeding work performed) of Sod Replacement and/or Seeding Construction Contract costs for said Project area or areas.

Section 3.3 Sod Replacement and Seeding Billing of Utility Company by City. The City agrees to bill the Utility Company, on a pass through basis without any administrative markup, for its proportionate share of Sod Replacement and/or Seeding Construction Contract costs calculated pursuant to Article 3, Section 3.2 within 90 days of completion of work by Xcel Energy.

Section 3.4 Sod Replacement and Seeding Warranty. The City agrees that the City will contractually require its Project contractor to warranty the growth of Sod Replacement and/or Seeding for up to one (1) year pursuant to the terms and specification of the City's Construction Contract. The City agrees to use reasonable efforts to enforce the warranty terms and specifications of its Construction Contract. This Agreement, however, shall not impose or require the City to declare a default under the City's Construction Contract. Furthermore, the City shall not be obligated or required to expend pecuniary or other resources to legally pursue a Construction Contract default, nor will the City be obligated or required by this Agreement to pursue remedies under any contract bond or pursuant to other arbitration or litigation remedies. The City's decision to pursue or not to pursue Construction Contract enforcement remedies shall not negate the Utility

Company's agreement to reimburse the City for billed Sod Replacement and/or Seeding Construction Contract costs, nor will the City's decision to pursue or not to pursue Construction Contract enforcement remedies entitle the Utility Company to a refund for any pending or paid Sod Replacement and/or Seeding Construction Contract costs. It is expressly understood by the parties that Utility Company has no responsibility for maintaining or warranting Sod Replacement and/or Seeding. Any refunds or damages paid by Project contractor for Sod Replacement and/or Seeding shall be divided between the parties pursuant to the same proportionate share allocation calculated by City and approved by Utility Company as provided in Section 3.2. City agrees to hold harmless and indemnify Utility Company for all claims arising out of any failure of City's Project contractor to meet the warranty terms and specifications for Sod Replacement and/or Seeding in City's Construction Contract.

Section 3.5 Right-of-Way and Utility Easement Limits. This Agreement shall not obligate or require the City and/or its Project contractor to perform Sod Replacement and/or Seeding within any areas disturbed by the Utility Company outside of public right-of-way, outside of public utility easement areas, and/or outside Utility Company's easement areas.

ARTICLE 4
AGREEMENTS RELATING TO UTILITY COMPANY'S PAYMENT

Section 4.1 Obligation of Utility Company to Reimburse City for Sod Replacement and/or Seeding. The Utility Company agrees to pay invoices sent pursuant to Article 3, Section 3.3 within 60 days of the date of the City's billing statement.

ARTICLE 5
TERMINATION AND SCOPE OF AGREEMENT

Section 5.1 Termination of this Agreement. Any party may terminate this Agreement without cause upon 60 days notice provided to the other parties pursuant to Article 6, Section 6.1. Utility company's contractual obligation to pay the City for Sod Replacement and/or Seeding already performed upon the utility company's behalf pursuant to this Agreement shall survive termination of this Agreement. The City agrees to direct its Project contractor to terminate Sod Replacement and/or Seeding performed on the Utility Company's behalf pursuant to this Agreement as soon as practical following the City's receipt of an Agreement termination notice from the Utility Company pursuant to this Section 5.1.

Section 5.2 Scope of Agreement. This Agreement is intended to provide a contractual mechanism whereby the City can perform Sod Replacement and/or Seeding on behalf of the Utility Company, and whereby the City can equitably bill and be paid by the Utility Company for Project Construction Contract costs that would have been performed and paid for by the Utility Company.

This Agreement is not intended to constitute a right-of-way permit or right-of-way use approval granted by the City pursuant to the City's right-of-way management ordinances.

This Agreement is not intended to alter, amend or change any rights or obligations of the parties pursuant to any franchise agreement(s), and/or pursuant to any applicable Minnesota Statutes, Minnesota Rules, or other local, State or Federal laws.

Furthermore, this Agreement is not intended to grant or convey any license, easement, or other property right between the parties hereto. In the event for the need for right-of-way or other property right acquisition for the City to perform its Project improvements, or in the event for the need for right-of-way or other property right acquisition for the Utility Company to perform its utility location or relocation activities, each party shall remain obligated and responsible for its respective public activities as if this Agreement did not exist.

ARTICLE 6 **MISCELLANEOUS**

Section 6.1 Notices. All notices or communications required or permitted pursuant to this Agreement shall be either hand delivered, or mailed to the parties, certified mail, return-receipt requested, at the following addresses:

City: City of Inver Grove Heights
Attn: Director of Public Works
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Xcel Energy: Xcel Energy
Attn: General Counsel
414 Nicollet Mall
Minneapolis, MN 55401

Any party may change its address or authorized representative by written notice delivered to the other party pursuant to this Section 6.1.

Section 6.2 Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

Section 6.3 Non-Assignability. Neither of the parties shall assign any interest in this Agreement nor shall transfer any interest in the same, whether by subcontract, assignment, or novation, without the prior written consent of the other party. Such consent shall not be unreasonably withheld.

Section 6.4 Alteration. Any alteration, variation, modification, or waiver of the provisions of the Agreement shall be valid only after it has been reduced to writing and duly signed by all parties.

Section 6.5 Waiver. The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any one occasion by any party hereto shall not constitute a waiver of any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

Section 6.6 Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

Section 6.7 Interpretation According to Minnesota Law. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.

Section 6.8 Entire Agreement. This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

Section 6.9 Headings. The headings to the various sections of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed, to modify, define, limit, or expand the intent of the parties as expressed in this Agreement.

Section 6.10 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature under or by reason of this Agreement.

The balance of this page is intentionally left blank.

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of _____, 2011, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheume, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

EXHIBIT A

PROJECT DOCUMENTS GENERALLY SHOWING
PROJECT SOD REPLACEMENT AND SEEDING REQUIREMENTS

1. Specification Manual for 2011-09D South Grove Street Reconstruction Project (on file with the City).
2. Plans for 2011-09D South Grove Street Reconstruction Project (on file with the City).

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Parking Restrictions on 59th Street East west of Concord Boulevard

Meeting Date: February 28, 2011
 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:
<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 prohibiting parking on 59th Street East west of Concord Boulevard to its western terminus.

SUMMARY

Policy restricts parking to one side of the street whenever the width is 28 feet or less. In 2010, the City reconstructed 59th Street to a 28-foot-wide street. A resolution should be passed that prohibits parking on this segment of 59th Street to one side of the street (see attached map).

A letter was sent to seven (7) residents and two businesses that are affected. The letter stated that the street would be posted no parking on the south side of the street. A copy is attached.

The City has received comments from residents on 59th Street following the letter. Some residents would favor having 6 parking spaces on the south side of 59th Street versus 2 spaces on the north side. Some concern has been expressed related to unsightly vehicles parking on the street for extended periods of time. The comments favor no parking on the north. Resolutions are attached for Council consideration of two options: Option 1 – no parking on the south side of the street and Option 2 – no parking on the north side of the street.

Staff recommends passage of the attached resolution which would authorize the posting of no parking signs on the north side of 59th Street from Concord Boulevard to its west terminus.

TJK/kf

- Attachments: Resolutions
 Letter to residents
 E-mail
 Map

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

**RESOLUTION RELATING TO PARKING RESTRICTIONS ON THE SOUTH SIDE OF 59TH STREET
EAST FROM CONCORD BOULEVARD TO ITS WEST TERMINUS**

RESOLUTION NO. _____

WHEREAS, this resolution was passed this 28th day of February 2011 by the City of Inver Grove Heights in Dakota County, Minnesota. The municipal corporation shall hereinafter be called the "City", WITNESSETH:

WHEREAS, the City has completed the improvements of 59th Street East from Concord Boulevard to its west terminus in the City of Inver Grove Heights, Minnesota; and

WHEREAS, City policy restricts parking to one side of a street 28 feet, or less, in width; and

WHEREAS, this 28-foot-wide street improvement does not provide adequate width for parking on both sides of the street; and

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

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

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the City shall ban the parking of motor vehicles on the south side of 59th Street East from Concord Boulevard to its west terminus.

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

Adopted by the City Council of Inver Grove Heights this 28th day of February 2011.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

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

**RESOLUTION RELATING TO PARKING RESTRICTIONS ON THE NORTH SIDE OF 59TH STREET
EAST FROM CONCORD BOULEVARD TO ITS WEST TERMINUS**

RESOLUTION NO. _____

WHEREAS, this resolution was passed this 28th day of February 2011 by the City of Inver Grove Heights in Dakota County, Minnesota. The municipal corporation shall hereinafter be called the "City", WITNESSETH:

WHEREAS, the City has completed the improvements of 59th Street East from Concord Boulevard to its west terminus in the City of Inver Grove Heights, Minnesota; and

WHEREAS, City policy restricts parking to one side of a street 28 feet, or less, in width; and

WHEREAS, this 28-foot-wide street improvement does not provide adequate width for parking on both sides of the street; and

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

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

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the City shall ban the parking of motor vehicles on the north side of 59th Street East from Concord Boulevard to its west terminus.

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

Adopted by the City Council of Inver Grove Heights this 28th day of February 2011.

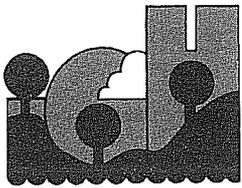
AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy Clerk



City of Inver Grove Heights

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

February 2, 2011

Subject: No Parking on south side of 59TH Street

Dear Resident:

The City is notifying you that City policy restricts parking to one side of a street when streets are 28 feet in width for public safety and to aid in traffic flow. Therefore, the City of Inver Grove Heights will be posting the south side of 59TH Street from Concord Boulevard to 200 feet west with "NO PARKING" signs once the snow melts and the ground thaws.

Attached is a map showing the proposed "NO PARKING" zone. This restriction will be established by City Council action. The City Council will be considering a resolution for this parking restriction at its February 28, 2011 meeting. We apologize for any inconvenience this may cause. If there are any questions or concerns feel free to call me at (651)-450-2575 or email me at medwards@ci.inver-grove-heights.mn.us.

Sincerely,

Mike Edwards
Senior Engineering Technician

cc: Scott Thureen, Public Works Director
Tom Kaldunski, City Engineer
Steve Dodge, Assistant City Engineer

Tom Kaldunski

From: Mike Edwards
Sent: Wednesday, February 16, 2011 1:25 PM
To: Tom Kaldunski
Subject: 59th Street parking

Tom,

The following are general comments I received by phone from some of the residents affected by the proposed parking restrictions on 59th Street:

Joe McBride (4055 59th Street)- General concern about lack of parking in general especially when we eliminate approximately 6-7 spots on the south side of 59th Street. Inquired if we could leave area "as is" and not post the street .

Jeanette Mounts (5901 Concord Blvd.)- Would prefer the south side be posted but does not really care if it is or not so long as her driveway is accessible. She did state garbage trucks have had a hard time making the turn down the alley when vehicles are parked on 59th.

The following is a copy of the email received by a resident affected by the proposed parking restrictions on 59th Street:

Keith Joyce (5873 Concord Blvd.)-

Dear Mr. Edwards,

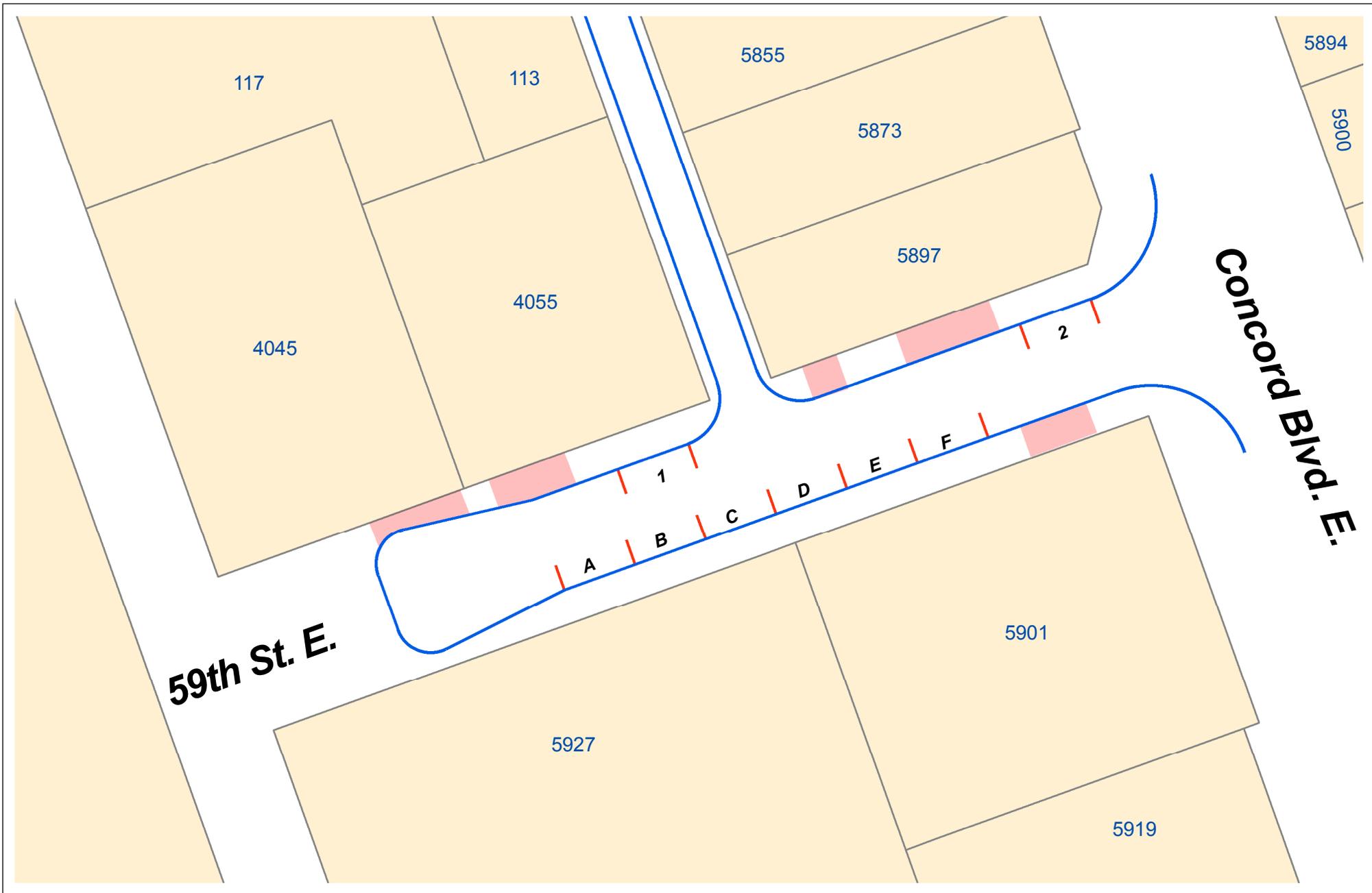
I find the parking restrictions as set forth in your letter dated Feb. 2nd, 2011 to be unacceptable. In reviewing the restrictions I find that do to the large number of curb cuts and the alley, the neighborhood would only have 2 possibly 3 available parking spots. Also having vehicles parked near the curb cuts/driveways would be less safe than if parking were allowed on the south side. Additionally, while I understand that parking is not allowed at the end of the circle, it seems many in the neighborhood do not. I would also suggest signage at the end of the street.

Thank you for your attention to this matter.

Keith Joyce

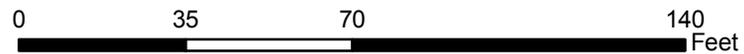
Mike Edwards
Senior Engineering Technician
Inver Grove Heights City Offices
8150 Barbara Avenue
Inver Grove Heights, MN 55077
Phone: 651-450-2575
Fax: 651-450-2502

Mobile: 651-485-0996



-  EXISTING DRIVEWAYS
-  POTENTIAL PARKING SPOTS
-  EXISTING CURB

EXISTING PARKING SPOTS CITY PROJECT NO. 2010-12



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

SCHEDULE PUBLIC HEARING TO CONSIDER CORPORATE NAME CHANGES

Meeting Date: February 28, 2011
Item Type: Consent
Contact: 651.450.2513
Prepared by: Melissa Rheaume
Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Schedule public hearing on March 14, 2011 at 7:30 p.m. to consider the corporate name change of two On-Sale/Sunday Intoxicating Liquor Licensees.

SUMMARY:

Staff has been notified that two current On-Sale/Sunday Intoxicating Liquor Licensees, Outback Steakhouse and Major's Sports Café will be making corporate name changes. Each change is required to be approved by Council.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval for Disposal of City Property – Cameron Park Monument Plaque

Meeting Date: February 28, 2011
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Mark Borgwardt

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 transfer of ownership of the Cameron Park Monument/Plaque to Mr. George Cameron’s ownership.

SUMMARY

The City of Inver Grove Heights first park was established in 1944 as Cameron Park. The City sold the property to the Cameron’s to allow them to re-located their liquor store operation because of the reconstruction of Concord Blvd.

A part of the purchase agreement indicated that:

Section 29. REMOVAL OF PARK MONUMENT SIGNS.

Within thirty (30) days after the Closing Date, the Seller, at its expense, may remove the following from the Real Property without any reduction in the Purchase Price:

- a. Ice rink boards, braces and supports.
- b. Park monuments, plaques, and decorative landscaping.

The City has removed the ice rink boards, braces, and supports. In the process of beginning to remove the plaque/monument, Mr. Cameron expressed an interest in retaining it. Staff does not object to Mr. Cameron’s acquisition of the plaque/monument.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Park Encroachment Policy

Meeting Date: February 28, 2011
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Mark Borgwardt

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

The purpose of the Park Land Encroachment Policy is to set a standard process in which the City will defend our public park property from private encroachments. Approval of the attached policy is recommended.

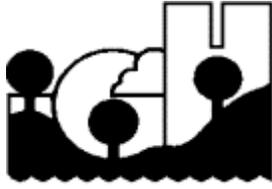
SUMMARY

Good planning requires the acquisition of lands for park and recreation purposes well in advance of the City’s need for full development. The City should be observant in its role to protect the public’s interest in park property and other public property. The City has a moral and legal obligation to the entire community to safeguard natural resources, open space, park land, and recreational amenities.

The attached policy sets in place a process to be followed so that encroachments onto public park property are resolved efficiently and effectively. The policy has the following highlights:

- Requires that we keep record of all deeds on park land managed by the department for public park and recreational purposes
- Requires staff to accurately survey all park property to determine the boundaries of the property
- Requires staff to use global positioning technology to GPS the property boundaries for future reference as may be required
- Requires that we visually sign the park property boundaries approximately every 200’ and at the change of direction
- Requires that annually staff shall visually inspect all park property boundaries to determine if any new encroachments exist. Document each inspection and file inspection record until a subsequent inspection is performed the following year.
- Directs staff to act when an encroachment is discovered, and that we work the with the private property owner to validate the encroachment and have the encroachment removed at the private property owners expense.
- Expects that if the City has encroached onto private property, that we work with the private property owner to rectify the situation as quickly as possible.

The Park Commission reviewed this issue at the February 9, 2011 meeting and is recommending approval.



Administrative Policy & Procedure	
Department	Parks & Recreation
Specific Policy	Park Land Encroachment Policy
Approved by Council	
Date Revised by Council	

Purpose

Good planning requires the acquisition of lands for park and recreation purposes well in advance of the City's need for full development. The City should be observant in its role to protect the public's interest in park property and other public property. The City has a moral and legal obligation to the entire community to safeguard natural resources, open space, park land, and recreational amenities.

Procedure

It shall be the policy of the City of Inver Grove Heights to actively manage the public boundaries of its park land. The City will:

- Keep record of all deeds on park land managed by the department for public park and recreational purposes
- Accurately survey all park property to determine the boundaries of the property
- Use global positioning technology to GPS the property boundaries for future reference as may be required
- Visually sign the park property boundaries approximately every 200' and at the change of direction
- Annually staff shall visually inspect all park property boundaries to determine if any new encroachments exist. Document each inspection and file inspection record until a subsequent inspection is performed the following year.
- When an encroachment is discovered, work the with the private property owner to validate the encroachment and have the encroachment removed at the private property owners expense.
- If the City has encroached onto private property, work with the private property owner to rectify the situation as quickly as possible.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Contract for Soil Testing by Braun Intertec Inc.

Meeting Date: February 28, 2011
Item Type: Consent Agenda
Contact: Eric Carlson – 651.450.2587
Prepared by: Eric Carlson
Reviewed by: Mark Borgwardt

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve a contract with Braun Intertec Inc. in an amount not to exceed \$15,000 to perform road base sampling and analysis in the South Grove Reconstruction Area 6. The project would be funded by the Park Reserve and Acquisition Fund (Fund 402).

SUMMARY

The 2011 South Grove Reconstruction project is estimated to have approximately 35,000 cubic yards of material that could be used for park project if it passes the necessary environmental tests.

Braun Intertec is proposing to provide the necessary scope of services to sample and test the material, along with seeking the necessary approval of the material from the Minnesota Pollution Control Agency to see if the road base soil can be used as cover material on park projects at Skyview Park, Heritage Village Park, and the Rock Island Swing Bridge.

The City has successfully hired Braun Intertec in the past to perform a similar scope of services on earlier street reconstruction projects and used the soil at Heritage Village Park. Braun understands the process and has a good working relationship with the MPCA. It is recommended that Braun be hired to perform this work.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of ADA Consultant for City Park & Recreation Facilities

Meeting Date: February 28, 2011
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Al McMurchie, Michael Sheggeby
 Mark Borgwardt, Bethany Adams
 Tracy Petersen

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 hiring Julee Quarve-Perterson, Inc. in an amount not to exceed \$23,000 to perform a compliance review as outlined below. The cost is funded as outlined in the report.

SUMMARY

The 2010 ADA standards – formally known as Revisions to Title II and III of the Americans with Disabilities Act - will take effect March 25, 2011 with compliance required by March 15, 2012. They require that recreation facilities not covered in the original 1991 Americans With Disabilities Act be accessible to disabled users. All new construction must conform to the standards.

Julee Quarve-Peterson Inc has specialized in accessibility since 1978 and has extensive experience with City, County and School District evaluations, facility surveys, transition planning, staff development, presentations, and database development.

Ms. Quarve-Peterson proposes the following services:

A. Veterans Memorial Community Center/Grove Aquatic Fitness Center. Conduct a site visit of the property, documenting any issues which do not fully comply with the current codes and laws which apply. The community spaces, offices, ice arena area, pool, water park, parking and site access routes will be included. A database report with prioritized recommendations, photos with captions, keynoted plans and a summary will be provided.

B. Inver Wood Golf Course. Conduct a site visit of the property, documenting any issues which do not fully comply with the current codes and laws which apply. The club house, support structures, toilet facilities, parking and exterior access routes will be included. A database report with prioritized recommendations, photos with captions, keynoted plans and a summary will be provided.

C. Parks. Conduct a site visit of each location identified below; documentation will include photographs identifying issues of non-compliance, assign priorities to their significance and recommendations for corrective action. Elements surveyed will include parking, exterior accessible routes, playfields, spectator seating, shelter buildings, toilet facilities, trails, picnic areas, benches, hard surface play courts.

▪ Arbor Point Park	▪ Broadmoor Park	▪ Ernster Park
▪ Groveland Park	▪ Harmon Park	▪ Lions Park
▪ Mariana Ranch	▪ McGroatry Park	▪ North Valley Park
▪ Oakwood Park	▪ Rich Valley Athletic Complex	▪ River Heights Park
▪ Salem Hills Park	▪ Seidl's Lake Park	▪ Simley Island Lake Park
▪ Skyview Park	▪ Sleepy Hollow Park	▪ Southern Lakes Park
▪ South Valley Park	▪ Community Center Park	▪ Woodland Preserve Park
▪ River Front Park	▪ Dehrer Park	▪ Rock Island Swing Bridge
▪ Marcott Woods Park	▪ Heritage Village Park	

D. Playground Review. Playgrounds associated with the parks identified above will be reviewed for compliance with safety and accessibility guidelines.

E. Administrative- Programs, Policies, Procedures. JQP, Inc. will work with guest services, marketing, training and communications to review and possibly recommend ideas for increased accessibility and participation in all Inver Grove Heights Parks and Recreation programs.

F. Staff Development

JQP, Inc. can coordinate and assist in staff development as appropriate. A training session customized for individuals interested in facilities, construction, alterations and maintenance can be provided including information regarding products, design techniques and costs.

Total proposed fee is not expected to exceed:	Fee	Funding Source
A. Veterans Memorial Community Center	\$2,000.00	VMCC Operating Budget
B. Inver Wood Golf Course	\$1,250.00	Golf Course Operating Budget
C. Parks, Playfields, Trails	\$9,500.00	Parks Maintenance Operating Budget
D. Play Equipment	\$6,000.00	Parks Maintenance Operating Budget
E. Administrative- Policies, Practices, Procedures	\$2,000.00	Recreation Operating Budget
F. Staff Development	<i>Hourly at above rates</i>	

The City may also explore using Ms. Quarve-Peterson’s services for other city facilities such as the Public Works Building, Fire Stations, etc.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: February 21, 2011
 Item Type: Consent
 Contact: Judy Thill, 450-2495
 Prepared by: Judy Thill, Fire Chief
 Reviewed by: n/a

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

PURPOSE/ACTION REQUESTED

Consider accepting the Assistance to Firefighter’s Grant of \$190,065 which would require a match of \$19,006 from the City of Inver Grove Heights.

SUMMARY

The Inver Grove Heights Fire Department was recently informed they were approved for award of an Assistance to Firefighters Grant. The total amount of the grant award is \$190,065. Of that amount, the Federal Government will pay \$171,059 and there is a required 10% match of \$19,006.

This grant will be used to purchase a back-up generator for one of the fire stations, lifting air bags for vehicle accidents, computers for the fire vehicles, an inflatable tent that will include a mister for extremely hot and sunny days and a heater for extremely cold days, and electronic arrow boards for the back of fire vehicles as a safety measure when responding on roadways. It will also pay for training and wages for a required fire class.

Working with the Finance Department, they will set up a special project name and number and provided a code number that will be used for all expenses under this grant program.

Several of the items included in this grant request were budgeted for in 2011, so the purchase of those will help fund the grant match.

Staff recommends acceptance of this grant.

GEORGE CAMERON (CAMERON'S LIQUOR)

REQUEST FOR COUNCIL ACTION

CITY OF INVER GROVE HEIGHTS

Meeting Date: February 28, 2011
Item Type: Regular Agenda
Contact: Allan Hunting 651.450.2554
Prepared by: Allan Hunting, City Planner
Reviewed by:

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

PURPOSE/ACTION REQUESTED

Consider the following requests for property located along Concord Boulevard at 65th Street:

- b) A Resolution approving a Final Plat with Development Contract and related agreements and Waiver of Assessment Appeals related to Cameron Addition, a one lot subdivision.
 - Requires 3/5th's vote.

- c) A Resolution approving a Vacation of unimproved alley right-of-way within Block 1 of Inver Grove Park subdivision.
 - Requires 3/5th's vote.

 - 60-day deadline: March 4, 2011 (extended by applicant)

SUMMARY

The City Council approved the preliminary plat, site plan approval, rezoning and comprehensive plan amendment for the relocation of the liquor store on December 14, 2009. Since that time, the applicant has been working with Dakota County to resolve the matter of relocation as a result of the reconstruction of Concord Boulevard. Mr. Cameron has wanted to get this issue resolved before submitting final plans to the Council for consideration. That process appears to be nearing resolution and now Mr. Cameron has submitted final plans with the hopes of beginning site preparation this spring.

One of the conditions of preliminary approval is that Mr. Cameron receives approval for the vacation of the unimproved alley right-of-way that runs through a portion of the property. The Planning Commission held the public hearing on January 19, 2010 and recommended approval of the vacation.

ANALYSIS

The final plat complies with the four conditions of preliminary plat approval. The plat is consistent with the preliminary plat, park dedication fee will be paid at time of plat release and the applicant has submitted a request to vacate the public easements.

City staff has reviewed the vacation request and find it acceptable as there are no utilities or other public need for the right-of-way. The City will retain the area in public drainage and utility easement so work can be done to remove the old paved path and help with construction area buffer.

At the time of preliminary plat and site plan approval, there was a question about the screen fencing to buffer the house to the northwest and south. The applicant offered a separate meeting with the abutting residences to discuss the landscape/screening plan in December, 2009. Neither resident attended the meeting or provided any additional comments. Therefore, the landscape plan is as originally proposed with solid fencing with gaps to break up the wall along the parking lot area that abuts the two houses to the northwest and south.

RECOMMENDATION

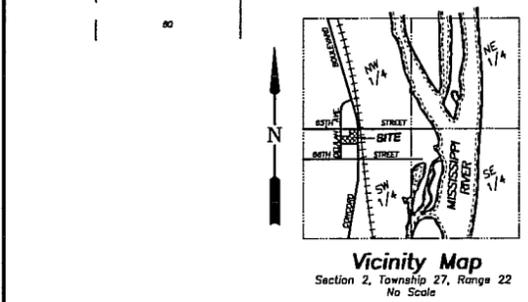
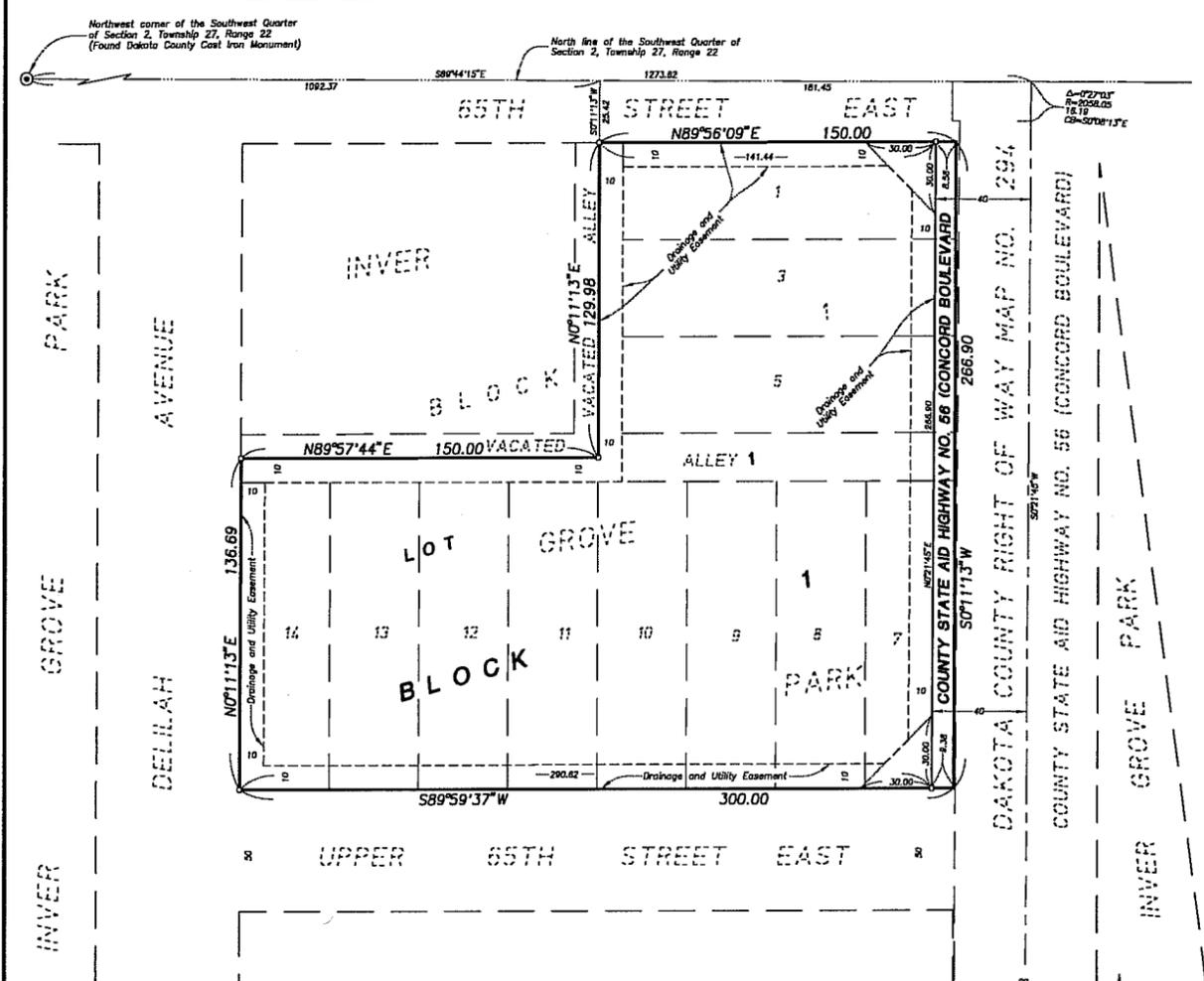
Planning Staff: Recommends approval of the request as presented with the conditions listed in the attached resolutions.

Planning Commission: Recommends approval of the Vacation request as presented. (8-0).

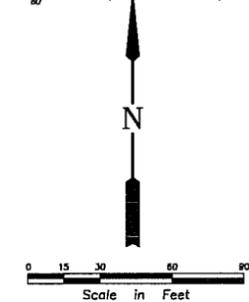
Attachments: Final Plat
Final Plat Resolution
Vacation Resolution
Development Contract and related agreements
Planning Commission Recommendation
Planning Report on Vacation
Final version of Landscape Plan

CAMERON ADDITION

INVER GROVE FACTORY ADDITION,
DAKOTA COUNTY, MINNESOTA



The North line of the Southwest Quarter of Section 2, Township 27, Range 22 is assumed to have a bearing of $S89^{\circ}44'15''E$.
O denotes 1/2 inch by 14 inch iron monument set and marked by Minnesota License No. 43414



KNOW ALL PERSONS BY THESE PRESENTS: That George Cameron IV, a single person, fee owner of the following described property situated in the County of Dakota, State of Minnesota, to wit:

Lots 1, 3, 5, and 7-14, Block 1, INVER GROVE PARK, Dakota County, Minnesota, together with the vacated alleys accruing thereto.
Have caused the same to be surveyed and platted as CAMERON ADDITION and do hereby donate and dedicate to the public for public use forever the public way, and also dedicate the easements as shown on this plat for drainage and utility purposes only as shown on this plat.

In witness whereof George Cameron IV, a single person, has hereunto set his hand this ____ day of _____, 2009.
George Cameron IV

State of _____
County of _____
The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by George Cameron IV, a single person.

Notary Public, _____ County, _____
My Commission Expires _____

I hereby certify that I have surveyed and platted the property described on this plat as CAMERON ADDITION; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on the plat; that all monuments depicted on the plat have been or will be correctly set within one year as indicated on the plat; that all water boundaries and wet lands as defined in MS 505.01, Subd. 3 existing as of the date of this certification are shown and labeled on the plat; and that all public ways are shown and labeled on the plat.

Thomas J. Adam, Land Surveyor
Minnesota License No. 43414

State of Minnesota
County of Dakota
The foregoing Surveyor's Certificate was acknowledged before me this ____ day of _____, 2009, by Thomas J. Adam, Minnesota License No. 43414.

Notary Public, _____ County, Minnesota
My Commission Expires January 31, 2010

Approved by the Planning Commission of the City of Inver Grove Heights, Minnesota, at a regular meeting thereof, on the ____ day of _____, 2009.

_____, Chair
_____, Secretary

We do hereby certify that on the ____ day of _____, 2009 the City Council of Inver Grove Heights, Minnesota approved this plat.
_____, Mayor
_____, Clerk

Pursuant to Section 383D.65, Minnesota Statutes, this plat has been approved this ____ day of _____, 2009.
Todd B. Tallefsen, Dakota County Surveyor

I hereby certify that the taxes for the year 2009 for the land described on this plat as CAMERON ADDITION have been paid and no delinquent taxes are due and transfer entered this ____ day of _____, 2009.
County Treasurer-Auditor, Dakota County, Minnesota

Document Number _____
I hereby certify that this instrument was filed in the office of the County Recorder for record on this ____ day of _____, 2009 at ____ o'clock ____ M., and was duly recorded in Book _____ of _____ on Page _____.

County Recorder, Dakota County, Minnesota

Rehder and Associates, Inc.

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING A FINAL PLAT WITH A DEVELOPMENT CONTRACT
AND RELATED AGREEMENTS FOR CAMERON ADDITION**

**CASE NO. 09-38SZP
(George Cameron)**

WHEREAS, a final plat application has been submitted to the City for property legally described as;

Lots 1, 3, 5 and 7-14, Block 1, INVER GROVE PARK, Dakota County, Minnesota together with the vacated alleys occurring therto.

WHEREAS, a public hearing concerning the preliminary plat was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on November 19, 2009;

WHEREAS, the final plat application satisfies the conditions of preliminary plat approval and conforms to all applicable zoning and subdivision regulations (City Code Sections 10-13A and 11-1) and other standards applied by the City in the platting of property.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Final Plat for Cameron Addition with a development contract and related agreements is hereby approved.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL, that the Mayor and Deputy Clerk are hereby authorized to execute the Final Plat and Development Contract.

Passed this 28th day of February, 2011.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy Clerk

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A VACATION OF PART OF THE PUBLIC RIGHT OF
WAY AS DEDICATED IN THE PLAT OF INVER GROVE HEIGHTS CIVIC
CENTER**

CASE NO. 09-03PRVAC

WHEREAS, a petition for vacation of roadway has been initiated by the City of Inver Grove Heights, for the following described public right-of-way situated in the City of Inver Grove Heights, Dakota County, State of Minnesota, to wit:

That part of Barbara Avenue which lies southerly of the South line of the North Half of the Northwest Quarter of the Northwest Quarter of Section 16 and southerly of the South line of the North Half of the Northeast Quarter of the Northeast Quarter of Section 17

WHEREAS, a notice of hearing on said petition has been duly published and posted in accordance with the applicable Minnesota Statutes, and

WHEREAS, a public hearing was held on said petition on February 3, 2009, at the Council Chambers, 8150 Barbara Avenue, and

WHEREAS, the Planning Commission then proceeded to hear all persons interested in said petition and all persons interested were afforded an opportunity to present their views and objections to the granting of said petition, and

WHEREAS, the City Council of Inver Grove Heights has determined that the vacation of said right of way would be in the public interest, and

WHEREAS, the City of Inver Grove Heights hereby reserves and retains a permanent public easement for drainage and utility purposes over, under, and across that part of vacated Barbara Avenue as described above.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, MINNESOTA: That the above described right of way is hereby vacated per the approved survey pursuant to M.S.A. 412.851, subject to the City of Inver Grove Heights reserving and retaining forever a permanent public easement for drainage and utility purposes over, under, and across that part of vacated Barbara Avenue as described above.

Adopted by the City Council of Inver Grove Heights this ____ day of _____, 2009.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy Clerk

IMPROVEMENT AGREEMENT

FOR

**LOT 1, BLOCK 1,
CAMERON ADDITION**

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

THIS AGREEMENT, made and entered into on the 28th day of February, 2011, 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 associated with the Plat.

WHEREAS, in conjunction with the granting of these approvals, the City requires the installation of sewer and water service lines, storm sewer extension, stormwater facilities, the construction of grading, drainage and erosion control and the installation of site landscaping.

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412, 429, and 462, the Council has agreed to approve the Plat and 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 licensed 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 George W. Cameron IV, a single person, and his successors and assigns.

1.4 Plat. "Plat" means the plat of Cameron Addition comprising Lot 1, Block 1, Cameron Addition, Inver Grove Heights, Dakota County, Minnesota.

1.5 Developer. "Developer" means George W. Cameron IV, a single person, and his successors and assigns.

1.6 Subject Property. "Subject Property" means Lot 1, Block 1, Cameron Addition, according to the recorded plat thereof on file and of record in the office of the Dakota County Recorder, Dakota County, Minnesota.

1.7 Development Plans. "Development Plans" means all of 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.

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

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

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

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

1.12 County. "County" means Dakota County, Minnesota.

1.13 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.

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

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

1.15 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.

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

1.17 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.

1.18 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.

1.19 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.

1.20 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 his 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 his obligations under this Improvement Agreement.
- B. **No Default.** Developer is not in default under any lease, contract or agreement to which he is a party or by which he 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 his 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 his behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- G. **Plat Compliance.** The Plat and the Development Plans comply with all City, County, metropolitan, state and federal laws and regulations, including but not limited to, subdivision ordinances, zoning ordinances and environmental regulations.
- H. **Warranty on Proper Work and Materials.** The Developer warrants all work required to be performed by him under this Improvement Agreement against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the City. With respect to matters covered by the warranty, the Developer shall be solely responsible for all costs of performing repair work arising within said two (2) year period required by the City within thirty (30) days of notification. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one (1) year after planting. Any replacements shall be similarly warranted for one (1) year from the time of planting.
- The warranty period for drainage and erosion control improvements made by Developer shall be for two (2) years after completion and acceptance by the City; the warranty for the drainage and erosion control improvements shall also include the obligation of the Developer to repair and correct any damage to or deficiency with respect to such improvements.
- I. **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.
- J. **Fee Title.** Owner owns fee title to the Subject Property.

1.21 **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.

1.22 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: George W. Cameron IV
 c/o John Cameron, Esq.
 Cameron Law Office Chartered
 33 South 6th Street, Suite 4100
 Minneapolis, MN 55402

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 PLAT AND DEVELOPMENT PLANS

2.1. Plat Approval. Subject to the terms and conditions of this Improvement Agreement, the recitals above, and all other applicable City Code provisions, the City hereby approves the recording of the Plat. The Development Plans are hereby approved by the City.

2.2 Recording of Plat and Improvement Agreement. The Developer shall record the Plat of Cameron Addition and the Improvement Agreement with the County Recorder prior to obtaining a building permit for the Subject Property.

ARTICLE 3
CITY IMPROVEMENTS

3.1 City Improvements. The City is not undertaking any City Improvements with respect to the Plat except as stated on Exhibit C.

ARTICLE 4
DEVELOPER IMPROVEMENTS

4.1 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.

4.2 Ground Material. The Developer shall insure that adequate and suitable ground material shall exist in the areas of the 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.

4.3 Grading/Drainage Plan and Easements. The Developer shall construct drainage facilities adequate to serve the Subject Property in accordance with the Development Plans, including the Storm Water Facilities defined in Section 1.4 of the Stormwater Facilities Maintenance Agreement Relating to Subsurface Pond With Two Foot Thick Clay Interceptor on Lot 1, Block 1, Cameron Addition dated February 28, 2011 between the City and Developer and the including the Storm Water Facilities defined in Section 1.4 of the Stormwater Facilities Maintenance Agreement Relating to Raingardens on Lot 1, Block 1, Cameron Addition dated February 28, 2011 between the City and Developer. 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 dedicated on the Plat.

The grading and drainage plan shall include lot and building elevations, drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans. In the event that the Developer fails to complete the grading of the site in conformance with the Development Plans by the stipulated date, the City may declare the Developer in default pursuant to Article 13.

4.4 Boulevard and Area Restoration. The Developer shall seed or lay cultured sod in all boulevards within 30 days of the completion of utility related improvements and restore all other areas disturbed by the development grading operation in accordance with the approved erosion control plan. Upon request of the PWD, the Developer shall remove the silt fences after grading

and construction have occurred.

4.5 Street Maintenance, Access and Repair. The Developer shall clear, on a daily basis, any soil, earth or debris from the streets and wetlands within or adjacent to the Subject Property resulting from the grading or building on Subject Property by the Developer or its agents, and shall restore to the City's specifications any gravel base contaminated by mixing construction or excavation debris, or earth in it, and repair to the City's specifications any damage to bituminous surfacing resulting from the use of construction equipment.

4.6 Occupancy. No occupancy of any building on the Subject Property shall occur until the municipal water and sanitary sewer improvements and stormwater facilities have been installed and the landscaping has been completed and turf has been established in the landscaped areas and the bituminous wear course for the parking areas for the building within the Subject Property has been completed and all such improvements have been inspected and approved by the City and are determined by the City to be available for use. Further, no occupancy shall occur until the requirements of paragraph 4 of Exhibit D are met.

4.7 Landscaping. Site landscaping shall be in accordance with the Development Plans.

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

ARTICLE 5 **PARK CONTRIBUTION REQUIREMENTS**

5.1 Park Contribution. The Developer shall comply with the park contribution requirements as defined in the City Code by meeting the obligation stated in Exhibit D. The park contribution fee for the Subject Property is \$9,310. The park contribution fee shall be paid at the time the City executes the Plat.

ARTICLE 6 **OTHER PERMITS**

6.1 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 7
OTHER DEVELOPMENT REQUIREMENTS

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

ARTICLE 8
DEVELOPER PUBLIC IMPROVEMENTS

8.1 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.

8.2 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.

8.3 Inspection. The PWD or its designated representative shall periodically inspect the work installed by the Developer, its contractors, subcontractors or agents. The Developer shall notify the PWD two (2) working days prior to the commencement of the laying of utility lines, subgrade preparation, the laying of gravel base for street construction or any other improvement work which shall be subsequently buried or covered to allow the City an opportunity to inspect such improvement work. Upon receipt of said notice, the City shall have a reasonable time, not to be less than three (3) working days, to inspect the improvements. Failure to notify the City to allow it to inspect said work shall result in the City's right pursuant to Article 14 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate City inspection.

8.4 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.

8.5 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 1.20(H) and except as provided in the Stormwater Facilities Maintenance Agreements. 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 13.

8.6 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. Two ties to all curb boxes and main-line gate valves.
2. All hydrant gate valves tied back to the hydrant.
3. All ties shall be 100 feet or less.
4. Top nut elevation of all hydrants.
5. Rim and Invert elevations on all Manholes and Catch basins.
6. Apron invert elevations on all Flared End Structures.
7. Two ties to all Sewer and Water Service locations.
8. Copy of final plat shall be submitted in an electronic format.

9. As built grading plan containing spot elevations prepared and signed by a registered engineer or registered land surveyor, in an electronic format.
10. 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.

Developer must provide to the City approved Certified As-Built Drawings for the subsurface pond with two foot thick clay interceptor. The remaining Certified As-Built Drawings shall be provided within 90 days after completion and acceptance of the Developer Improvements pursuant to this Section 8.6.

ARTICLE 9 **RESPONSIBILITY FOR COSTS**

9.1 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.

9.2 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.

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

9.4 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 10 **DEVELOPER WARRANTIES**

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

ARTICLE 11
CITY WARRANTIES

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

ARTICLE 12
INDEMNIFICATION OF CITY

12.1 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 Plat;
- g.) approval by the City of the Development Plans;
- h.) failure to obtain the necessary permits and authorizations to construct the Developer Improvements;
- i.) construction of the Development Improvements;
- j.) delays in construction of the Developer Improvements;

- k.) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the Developer Improvements;

ARTICLE 13
CITY REMEDIES UPON DEVELOPER DEFAULT

13.1 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 14 hereof;
- d.) the City may suspend or deny building and occupancy permits for buildings within the Subject Property;
- e.) the City may, at its sole option, perform the work or improvements to be performed by the Developer, in which case the Developer shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City. In the alternative, the City may in whole or in part, specially assess any of the costs and expenses incurred by the City; and the Developer hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom, including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the Subject Property. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

13.2 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.

13.3 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.

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

ARTICLE 14 **ESCROW DEPOSIT**

14.1 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 acceptable to the City for the amounts stated in Exhibit E.

All cost estimates shall be acceptable to the Director of PWD. The total escrow amount was calculated as shown on the attached Exhibit E. 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, 2013. 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, 2013, 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 13.1 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, 2013.

The City shall use the proceeds to reimburse the City for its costs and to cause the Developer Improvements listed on Exhibit E to be constructed to the extent practicable; if the Director of PWD determines that such Developer Improvements listed on Exhibit E have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 14.2, 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 14.2 from time to time as financial obligations are paid.

14.2 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 or letter of credit 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 1.20(H) 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 15 **MISCELLANEOUS**

15.1 City's Duties. The terms of this Improvement Agreement shall not be considered

an affirmative duty upon the City to complete any Developer Improvements.

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

15.3 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.

15.4 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.

15.5 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.

15.6 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.

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

15.8 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.

15.9 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.

15.10 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.

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Melissa Rheume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of February, 2011, 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

DEVELOPER AND OWNER

By: _____
George W. Cameron IV

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of February, 2011, before me a Notary Public within and for said County, personally appeared **George W. Cameron IV**, a single person, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

L:\CLIENTS\810\81000\13000 - Pass Through\Cameron Addition (Cameron Liquor) - 13101\documents\Improvement Agreement (2-8-11 with Kaldunski changes).doc

EXHIBIT A
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
1.) Preliminary Plat	1/31/11	Rehder and Associates
2.) Site Plan	1/31/11	Rehder and Associates
3.) Grading and Erosion Control	1/31/11	Rehder and Associates
4.) Landscape Plan	1/31/11	Rehder and Associates
5.) Light Illumination Plan	11/4/09	Rehder and Associates
6.) Building Elevations	11/6/09	Rehder and Associates

EXHIBIT B
DEVELOPER IMPROVEMENTS

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

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

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	prior to 11-15-11, or issuance of building permit, whichever occurs first	general site grading, drainage and erosion control
X	prior to 11-15-11, or issuance of building permit, whichever occurs first	stormwater facilities including subsurface pond with two foot thick clay interceptor
X	prior to 11-15-11, or issuance of certificate of occupancy	raingardens
X	prior to 11-15-11 or issuance of building permit	retaining walls
X	prior to 11-15-11, or issuance of building permit, whichever occurs first	6 inch (6") private sanitary sewer service line
X	prior to 11-15-11, or issuance of building permit, whichever occurs first	8 inch (8") private water service line
X	prior to 11-15-11, or issuance of building permit, whichever occurs first	storm sewer extension from Concord Boulevard to storm water facilities on Subject Property
X	prior to 11-15-11, or issuance of certificate of occupancy, whichever occurs first	landscaping

- | | | |
|---|---|---|
| X | prior to 11-15-11,
or issuance of certificate of
occupancy, whichever occurs first | turf establishment |
| X | prior to 11-15-11,
or issuance of building permit,
whichever occurs first | gravel sub-base for driveway |
| X | prior to 11-15-11,
or issuance of certificate of
occupancy, whichever occurs
first | final wear course of
bituminous for
driveway |
| X | prior to 11-15-11,
or issuance of certificate of
occupancy, whichever occurs
first | final wear course of
bituminous for all parking
areas |
| X | prior to 11-15-11,
or issuance of certificate of
occupancy, whichever occurs
first | construction debris clean-up |

EXHIBIT C
CITY IMPROVEMENTS

PROJECT NO. 2011 – 03, 65th STREET EAST – STREET IMPROVEMENTS.

The City agrees that by April 1, 2011, the City will order Project No. 2011-03 – 65th Street East – Street Improvements (the Improvement Project). The City agrees that by July 1, 2011, the City will award a construction contract for the Improvement Project, with a stated completion date in the contract of September 15, 2011, with per diem liquidated damages stated in the contract against the contractor for failure to meet the stated completion date in an amount recommended by the Director of Public Works. City agrees to enforce the terms of the construction contract for the Improvement Project.

The City shall use its best efforts to complete the work related to Project No. 2011-03 – 65th Street East – Street Improvements by September 15, 2011.

Project No. 2011-03 65th Street East – Street Improvements consists of the following improvements:

- a. Widening to 36 feet and improvements of 200 linear feet of roadway on 65th Street East at the intersection with Concord Boulevard;
- b. Installation of right turn lanes;
- c. Installation of traffic signs;
- d. Installation of cobra head street light on the west side of Concord Boulevard at 65th Street East;
- e. Installation of curb and gutter;
- f. Installation of driveway cuts; together with
- g. Any appurtenant construction associated with the proposed improvements

Benefit of Improvements to Subject Property. The City and Developer and Owner agree that the improvements for the Improvement Project listed above were requested by Developer and Owner, will be paid for by the Developer and Owner and will benefit the Subject Property.

Cost of Improvement Project. Per the Feasibility Report for the Improvement Project, the estimated cost of the Improvement Project is \$_____. Up to the sum of \$74,781, Developer shall pay for all costs and expenses associated with the Improvement Project, as well as all normal and customary costs and expenses incurred by the City for its own engineering department staff and other municipal personnel with respect to the Improvement Project plans. The City shall pay for the costs of the Improvement Project above the sum of \$74,781.

Option for Assessment Against Subject Property. Developer may, at Developer's option, have the cost of \$74,781 for the Improvement Project assessed against the Subject Property in a principal amount not to exceed \$74,781. The assessment would be levied against the Subject Property in the fall of 2011. The assessment would be due and payable over ten (10) years with the first annual installment being due and payable in 2012. At the time the City levies the special assessment, the City will determine the interest rate to be paid. The interest rate will be two percentage points above the interest rate that the City incurs on bonds issued in 2011; if the City does not issue bonds in 2011, the interest rate would be two percentage points above the interest rate that the City incurred on bonds issued in 2010.

The Developer must make the decision at the time the Plat is signed by the City as to whether the Developer wishes the Improvement Project assessed. The alternative to the special assessment is the requirement that the Developer pay the City in cash \$74,781 at the time the City signs the Plat. If the Developer does not make any decision, the Developer must pay the City in cash \$74,781 at the time the City signs the Plat.

In the event Developer chooses to have the cost of the Improvement Project assessed against the Subject Property, Developer and Owner agree that when the Plat is signed, the Developer and Owner will deliver to the City a recordable Waiver of Assessment Appeals whereby the Developer and Owner agree to waive all objections to the ordering of Project 2011-03; and waive all notices and hearing with respect to Project 2011-03; and waive any assessment appeal pursuant to Minn. Statutes § 429.081 for Project 2011-03, up to the amount of \$74,781. The form of the Waiver of Assessment Appeal is subject to the approval of the City Attorney.

If the Developer agrees to have the Improvement Project assessed, the City agrees to assess the Subject Property in an amount not to exceed \$74,781 for Project 2011-03.

Deposit by Developer and Payment of Costs Incurred by the City. In the event Developer chooses not to have the cost of the Improvement Project assessed against the Subject Property, then upon execution of the Plat by the City, Developer shall deposit \$74,781 with the City, which the City shall hold in a non-interest bearing account. As the City incurs costs and expenses associated with the Improvement Project, the City shall draw upon the deposit without any further consent or approval of Developer.

Refund of Remaining Balance. After all the costs and expenses associated with the Improvement Project are paid, if there are remaining funds, the City shall remit the remaining funds to Developer within thirty (30) days after the final payment to the contractor.

Payment of Costs Incurred by City in Excess of Deposit. To the extent that the costs and expenses for the Improvement Project exceed the \$74,781 deposit required, then the City shall pay for those costs and expenses that exceed the \$74,781 deposit.

EXHIBIT D

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

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

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

- a.) Developer and Owner must execute this Improvement Agreement.
- b.) Developer must provide to the City of Inver Grove Heights the letter of credit for Developer Improvements stated on Exhibit E of the Improvement Agreement.
- c.) Developer must provide to the City of Inver Grove Heights the cash deposits for engineering inspection fees and vegetation escrow stated on Exhibit E of the Improvement Agreement.
- d.) Unless the Developer elects to have the Improvement Project referenced in Exhibit C specially assessed, Developer must provide to the City of Inver Grove Heights the \$74,781 cash deposit for the Improvement Project as stated on Exhibit C of the Improvement Agreement.
- e.) If the Developer elects to have the Improvement Project referenced in Exhibit C specially assessed, Developer and Owner must execute a Waiver of Assessment Appeal Agreement in accordance with Exhibit C and paragraph number 12 of Exhibit E. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
- f.) Developer must deposit \$1,545 for the sealcoat escrow as required by paragraph 14 of this Exhibit D.
- g.) Developer must pay the City \$11,377 pursuant to paragraph 11 of this Exhibit D.
- h.) Developer and Owner must execute a Waiver of Assessment Appeal Agreement for up to \$10,785.16 of special assessments relating to the Concord Boulevard Reconstruction Project No. 2001-12. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
- i.) Developer must fully pay the City of Inver Grove Heights for all planning, engineering review and legal fees that have been incurred up to the date of this Improvement Agreement; and Developer must further escrow with the City an amount determined by the City of Inver Grove Heights for future planning and

engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit E.

- j.) Owner must execute a Stormwater Facilities Maintenance Agreement for the Subject Property relating to the underground storm water storage facility. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
- k.) Owner must execute a Stormwater Facilities Maintenance Agreement for the Subject Property relating to the raingardens. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
- l.) Developer must pay a park contribution fee of \$9,310 for the Subject Property.
- m.) All grading plans must be approved by the City Engineer.
- n.) The Plat must be approved by Dakota County.
- o.) Developer and Owner must execute a Street Light Agreement for the Subject Property in accordance with paragraph number 13 of Exhibit D. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.

2.) **CONDITIONS TO BE SATISFIED BEFORE DEVELOPER BEGINS GRADING OR ANY CONSTRUCTION ACTIVITY.** Before the Developer begins grading or any construction activity upon the Subject Property, all of the following conditions must be satisfied by Developer and Owner:

- a.) All the conditions in Paragraph 1 of this Exhibit D have been met.
- b.) All the following documents have been recorded and evidence of recording has been provided to the City:
 - Plat of Cameron Addition
 - Improvement Agreement
 - Stormwater Facilities Maintenance Agreement for Subsurface Pond With Two Foot Thick Clay Interceptor Stormwater Facilities Maintenance Agreement for Raingardens
 - Street Light Agreement
 - Waiver of Assessment Appeal Agreement up to \$74,781 for Improvement Project referenced on Exhibit C
 - Waiver of Assessment Appeal Agreement up to \$10,785.16 for Concord Boulevard Reconstruction Project No. 2001-12

3.) **CONDITIONS TO BE SATISFIED BEFORE A BUILDING PERMIT IS ISSUED FOR THE SUBJECT PROPERTY.** Before a Building Permit is issued for the Subject Property, and in any event no later than **NOVEMBER 15, 2011**, the following conditions must be satisfied by Developer and Owner:

- a.) All the conditions in Paragraph 2 of this Exhibit D have been met.
- b.) All grading, drainage and erosion control for the Plat shall be completed.
- c.) The modular block retaining walls shall be installed.
- d.) The 6 inch (6") private sanitary sewer service line shall be installed.
- e.) The 8 inch (8") private water service line shall be installed.
- f.) The storm sewer extension from Concord Boulevard to the stormwater facilities located on the Subject Property shall be installed.
- g.) The gravel sub-base in the driveways servicing the building has been installed.
- h.) The stormwater facilities (specifically the subsurface pond with two foot thick clay interceptot) must be installed.
- i.) The existing building located on the Subject Property must be demolished.
- j.) Developer must pay the City sanitary sewer and municipal water utility hook-up and connection fees according to the formulas adopted by City ordinance.

4.) **CONDITIONS TO BE SATISFIED BEFORE THE CERTIFICATE OF OCCUPANCY IS ISSUED.** Before the Certificate of Occupancy is issued, and in any event, no later than **NOVEMBER 15, 2011**, the following conditions must be satisfied by Developer and Owner:

- a.) All the conditions in Paragraph 3 of this Exhibit D have been met.
- b.) The Director of Public Works has determined that site grading, drainage, and erosion control measures are in place and being observed.
- c.) Landscaping must be completed.
- d.) Turf establishment must be completed.
- e.) The final wear courses of bituminous for the driveways and the parking areas serving the building within the Subject Property for which a Certificate of Occupancy is sought shall be constructed by the Developer and approved by the City and determined by the City to be available for use.

- f.) The raingardens must be installed.
- g.) The construction debris clean-up shall be completed.
- h.) Developer must provide to the City approved Certified As-Built Drawings for the subsurface pond with two foot thick clay interceptor. The remaining Certified As-Built Drawings shall be provided within 90 days after completion and acceptance of the Developer Improvements pursuant to Section 8.6 of this Improvement Agreement.

5.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amount stated on Exhibit E 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 roofing materials, 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. Further, during construction, the Developer must clear the City streets of any dirt or other earthen material that may fall onto the City streets from the delivery trucks that are being used in the excavation and grading of the site.

6.) **SIGNAGE.** All proposed signage requires issuance of sign permits through the City Building Inspections Department. Signs shall be posted in the parking lot which read “no parking after business hours”.

7.) **LIGHTING.** All parking lot lighting shall be turned off after business hours except security lighting on the building.

8.) **SCREENING FENCE.** The screening fence shown on the Site Plan on the west and southwesterly boundaries of the Subject Property shall be an eight (8) foot high solid wood fence.

9.) **ENGINEERING REQUIREMENTS.** Developer and Owner must comply with the conditions, restrictions and requirements set forth in that certain Memorandum dated November 13, 2009, prepared by City Engineer Tom Kaldunski a copy of which is attached hereto as Exhibit F.

10.) **DEMOLITION PERMIT.** Developer and Owner must obtain a demolish permit to demolish the existing building located on the Subject Property and to demolish the existing concrete driveway apron located on the Subject Property.

11.) **PAYMENT FOR UTILITY SERVICES FOR IMPROVEMENTS ON UPPER 65TH STREET RELATED TO CONCORD BOULEVARD RECONSTRUCTION PROJECT 2001-12.** In conjunction with the reconstruction of Concord Boulevard and Upper 65th Street as part of the Concord Boulevard Reconstruction Project No. 2001-12, Developer

requested that City complete various utility related services on the Subject Property for which the Developer agreed to pay the City at a later date. The improvements requested by the Developer benefitted the Subject Property. The improvements constructed by the City on the Subject Property included the following:

- a. New sanitary sewer on Upper 65th Street.
- b. New watermain on Upper 65th Street.
- c. Street improvements on Upper 65th Street, including bituminous, curb, aggregate, excavation, grading and removals, tree removal and boulevard restoration.
- d. Commercial concrete apron to Subject Property from Upper 65th Street.
- e. MCES permit for new service line from MCES interceptor on Concord Boulevard.
- f. 6 inch sanitary service from Concord Boulevard.
- g. 8 inch watermain stub from Concord Boulevard.
- h. 15 inch storm sewer stub from Concord Boulevard.
- i. Widening the curb returns at Upper 65th Street and Concord Boulevard to achieve the 36 foot width on the County project.

The amount owed by the Developer for its share of the cost for the improvements listed above that were completed by the City and benefit the Subject Property is \$11,377.

The total cost of \$11,377 shall be due and payable by the Developer to the City upon execution and release of the Plat by the City under paragraph 1 of this Exhibit E. The Developer and Owner agree that the improvements referenced above constructed as part of the Concord Boulevard Reconstruction Project benefit the Subject Property.

12.) ASSESSMENTS ON SUBJECT PROPERTY RELATED TO PHASE 2 OF THE CONCORD BOULEVARD RECONSTRUCTION PROJECT, CITY PROJECT NO. 2001-12. As part of Phase 2 of the Concord Boulevard Reconstruction Project No. 2001-12, the Subject Property is being assessed. The pending assessments are in the following amounts for the following tax identification parcels:

a. 20-36550-010-01:	\$1,748
b. 20-36550-030-01:	\$1,748
c. 20-36550-050-01:	\$1,748
d. 20-36550-140-01:	\$5,541.16
TOTAL:	\$10,785.16

It is anticipated that the assessments will be finalized in 2011 and specially assessed in 2011. Developer and Owner agree that the benefits to the Subject Property are at least in the amount of \$10,785.16. At the time the Plat is executed, Developer and Owner shall also execute a Waiver of Assessment Appeals up to the sum of \$10,785.16. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD

The Developer and Owner agree that the improvements constructed as part of Phase 2 of the Concord Boulevard Reconstruction Project benefit the Subject Property.

13.) **STREET LIGHT AGREEMENT.** Prior to the release of the Plat for recording, the Developer shall execute a Street Light Agreement whereby the Developer and Owner agree to the installation of a cobra head 100 watt light fixture on the existing pole located on the west side of 65th Street and Concord Boulevard. There is no cost to the Developer for installing the cobra head 100 watt light fixture. By the Street Light Agreement, the Developer and Owner agree to pay for the maintenance, repair, replacement and energy costs of the street light. The City will invoice the Owner on a quarterly basis; such invoice will be shown as part of the utility billing that is sent quarterly to the Owner.

14.) **PAYMENT FOR SEALCOATING AND PAINT STRIPING ON 65TH STREET FROM CONCORD BOULEVARD TO THE ALLEY WAY LYING NORTH OF THE SUBJECT PROPERTY.** The City agrees to sealcoat the bituminous pavement on 65th Street from Concord Boulevard to the alley way lying north of the Subject Property to protect and enhance the lifespan of the street. The City also agrees to paint striping and paint directional arrows on 65th Street from Concord Boulevard to the alley way lying north of the Subject Property. The sealcoat, striping and directional arrows will be completed by the City approximately three (3) years after the installation of the final wear course of bituminous pavement under the Improvement Project referenced in Exhibit C. The City will perform the work associated with the sealcoating, striping and directional arrows. The Developer shall pay the City the amount of \$1,545 for the work. The amount is calculated as follows:

- Sealcoat of 7,200 square feet at \$0.18/square foot = \$1,300
 - Painting of a double yellow stripe, white lane stripe and two sets of directional arrows = \$245
- TOTAL = \$1,545**

The amount of \$1,545 is due and payable by the Developer to the City at the time the Plat is executed by the City under paragraph number one of this Exhibit E. The City will complete the work associated with the sealcoating, striping and directional arrows approximately three (3) years after the installation of the final wear course of bituminous pavement under the Improvement Project referenced in Exhibit C. The Developer and Owner agree that the sealcoating, striping and directional arrows benefit the Subject Property.

15.) **PAYMENT FOR SEWER AND WATER CONNECTION FEES AT TIME OF BUILDING PERMIT.** Prior to the issuance of a building permit for the Subject Property, Developer shall pay the City connection fees for the water utility system and sanitary sewer system.

The Developer understands and agrees that the connection fees associated with the building permit for sanitary sewer and water payable at the time of building permit will be calculated at the time of the building permit based on the rates then in effect; the rates then in effect may differ from the rates that are in effect at the time of execution of this Improvement

Agreement.

16.) **VACATION OF ALLEY RIGHTS-OF-WAYS.** In conjunction with the Developer Improvements being made to the Subject Property as defined in this Improvement Agreement, the Developer and Owner has requested that the City consider a vacation of the alley rights-of-way located within Block 1 of the Plat of Inver Grove Park located on the Subject Property. The alley rights-of-way were dedicated on the plat of Inver Grove Park. The City agrees to vacate the alley rights-of-way within Block 1 of the Plat of Inver Grove Park subject to the reservation by the City of a permanent public easement for utility and drainage over, under and across a portion of the alley rights-of-way being vacated. Developer and Owner agree to the reservation of a permanent public easement for utility and drainage over, under and across a portion of the alley rights-of-way being vacated pursuant to the Resolution and Notice of Completion of Vacation allowing the same approved by the City in conjunction with this Improvement Agreement.

17.) **TEMPORARY CONSTRUCTION EASEMENTS.** If requested by the City, the Owner shall grant the City temporary construction easements on the Subject Property in conjunction with the 65th Street Improvement Project, City Project 2011-03.

EXHIBIT E
ESCROW CALCULATION

DEVELOPER IMPROVEMENTS

1.)	Site Grading, Drainage and Erosion Control	\$
2.)	Stormwater Facilities (including subsurface pond with two foot thick clay interceptor)	\$
3.)	Raingardens	\$
4.)	Retaining walls	\$
5.)	6 inch private sanitary sewer line	\$
6.)	8 inch private water service line	\$
7.)	Storm sewer Extension	\$
8.)	Site Landscaping and Turf Establishment	\$
9.)	Construction debris clean-up	\$
10.)	City approved Certified As-Built Drawings	\$6,000
11)	Operation and Maintenance Plan for Storm Water Facilities	\$
	SUBTOTAL:	\$
	<u>MULTIPLIED BY:</u>	x 1.25
	EQUALS:	\$
	ESCROW AMOUNT:	\$

EXHIBIT E
ESCROW CALCULATION
(Continued)

Engineering Escrow Amount

In addition to the Escrow Amount for Developer Improvements set forth above, the Developer shall also deposit \$8,500 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Improvement Agreement.

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

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

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

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

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

- a.) the turf in the areas seeded or sodded has been established to the sole satisfaction of the City and there do not appear to be any erosion control deficiencies.

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, turf establishment or landscaping exceed the initially deposited \$8,500 Engineering Escrow Amount, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

EXHIBIT E
ESCROW CALCULATION
(Continued)

Vegetation Escrow Amount

In addition to the \$8,500 Engineering Escrow Amount stated above, Developer shall also deposit \$1,500 in cash with the City (hereafter "Vegetation Escrow Amount") to ensure the vegetation installed within and around the raingardens is maintained and established for a 3-year period from the date of satisfactory installation. The Vegetation Escrow Amount shall be available to the City to pay for deficiencies and problems related to the vegetation installed within and around the raingardens on the Subject Property in the event such problems and deficiencies arise after the City has approved the Developer Improvements.

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

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

EXHIBIT F
ENGINEERING REQUIREMENTS

MEMORANDUM

CITY OF INVER GROVE HEIGHTS

TO: Allan Hunting, City Planner

FROM: Tom Kaldunski, P.E., City Engineer
Steve W. Dodge, P.E., Assistant City Engineer *SWP*

DATE: November 13th, 2009

RE: Preliminary Plan Review Comments – Nov 7, 2009 Submittal
Cameron Liquors, Proposed location at 6533 Concord Blvd
City Project No. 09-38SZP

The following is a list of comments and concerns regarding the above referenced submittal.

1. A letter/memorandum shall be included with the next submittal responding to the items addressed in this memorandum and identifying all other changes that were made to the plan.
2. A registered Engineer or Land Surveyor shall sign the grading plan guaranteeing that the survey has been surveyed by him/her or under his/her supervision.
3. No disturbance can occur on site until a set of preliminary plat, site, grading, utility, storm water facilities, SWPPP, and erosion/sediment control plans are stamped with City Engineers approval with signature.
4. Add note to plans: "All retaining walls 2 feet and higher require a separate building permit." Plans to be signed by a state licensed Structural PE.
5. Add note to plans: "All retaining walls shown on the grading plan shall be constructed during the grading phase."
6. Prior to issuance of a building permit, a Storm Facility Maintenance Agreement shall be drafted by the City Attorney and executed by the owner prior to receiving a grading or building permit.
7. A preconstruction conference shall be held at City Hall, to be scheduled through the Engineering Division, prior to disturbance occurring on the site.

8. Prior to the issuance of a building permit, an Engineering cash escrow of \$8,500 and letter of credit to ensure the proper construction of the improvements, additional attorney's expenses, staff review time, engineering staff inspections, assurance for sediment/erosion control compliance and maintenance requirements. The remaining escrow will be released when the project is completed, turf is established, punch list items have been addressed, and record as-built plans have been approved by the City Engineer. An additional cash assurance of \$1500 shall be provided to ensure the proposed rain garden plants or seed are maintained and established for a 3-year period
9. Prior to issuance of a building permit, a Irrevocable Letter of Credit (LOC) shall be submitted by the owner. The amount of the LOC shall be determined by the City Engineer based on the site grading, retaining walls, erosion/sediment control, storm water facilities, turf establishment, landscaping requirements, and as-built record plans. The developer shall provide the preliminary construction estimate.
10. Provide Copy of the NPDES permit when applied for with the MPCA. May need a longer approval time for the underground storage and infiltration features shown.
11. If needed, obtain construction easements from adjacent property owner, 4190 65TH Street East, for grading, retaining wall construction, grading, and erosion control measures which may impact their property.
12. The Storm Water Facility proposed has the capacity to retain 1-inch of run-off from the impervious surface. This meets the non-degradation requirements per the City's MS4 permit and will accommodate the recommended total suspended solids and phosphorus removal. However, see note below on pre-treatment needs.
13. The storm water facilities need further best management practices(BMP) and pre-treatment in order to remove the heavier sediments, debris, floatables, sediment or salt laden runoff, and heavy metals prior to being conveyed to the underground storage device. The island at CB 4 should accommodate a minimum of 305 cubic feet of dead storage with vegetation. Add a rain garden or infiltration BMP at CB 3 (curb cut can be on west side) to accommodate a minimum of 175 cubic feet of dead storage. The BMP at CB 5 (NE corner of parking lot) should accommodate a minimum of 260 cubic feet of dead storage. In addition, the owner shall utilize the 3-foot engineered soils per City details (exception is CB 5 BMP). CB 5 BMP should be altered to have 1-foot of engineering soils between the bottom of the BMP and the top of the underground rock infiltration device. This can be accommodated by adjusting the elevations for EOF, rain garden bottom, and storm inlet.

14. Provide a SWPPP that shows a phased grading plan that accommodates construction phases and utilization of temporary sediment basins (usually where the surface BMP's will go) and timing of the construction of the permanent storm water facilities and BMP's. Specific attention to protection of the infiltration capacity (compaction and sediments) of the subgrade soils for the underground infiltration device.
15. Add cross-sections to the plans for the surface BMP's (rain gardens) at CB 3, CB 4, and CB 5.
16. Provide pipe specifications for the HDPE pipe capacity to convey water to the underground infiltration feature. Specifically, will there be additional oversized holes added to the pipe to ensure HDPE pipe with sock will not clog over time?
17. Recommend, for maintenance purposes, upgrading the 6-inch perforated pipe to a minimum of 8-inch size and adding a 48-inch accessible manhole at the far end. If 6-inch pipe remains a cleanout needs to be added at the end and another in the middle of the pipe.
18. Provide a perforated monitoring device that goes 3-feet below the bottom of the underground infiltration feature for monitoring the performance of the BMP and conveyance of water.
19. Provide two three-ring infiltrometer or percolation test of the subgrade soils prior to placing rock (during construction) to determine the actual capacity of the soils meet or exceed the design standards.
20. Make sure all applicable County Permits and processes have been followed.
21. Show the downstream pipe size and grade on the plans where storm runoff is being routed to existing storm sewer systems. Verify capacity.
22. Impervious Barrier between the underground infiltration pond and building foundation must be installed to the existing natural materials that will prevent water migration of water to the south. Verify existing soils and confining layers with soils borings report. The barrier shall extend from the east property line to the west side of the north parking lot.
23. Upper 65th Street East has been shifted approximately 2-3 feet to the north as part of the Concord Boulevard County project. This was done to provide a 3-foot buffer along the building to the south. A 32-foot back-to-back curbed street has been constructed on Upper 65th Street East.
24. Provide a rock construction entrance for traffic routing on and off the site.

25. Modify the as-built sewer service elevation provided along Concord Boulevard to 707.2.
26. Provide earth work balance and note on the grading plan. Material shall be hauled to an approved site with permits, as needed.
27. Removal of all existing bituminous and impervious surfaces in alley to be vacated is required.

**STORM WATER FACILITIES MAINTENANCE AGREEMENT RELATING TO
SUBSURFACE POND WITH TWO FOOT THICK CLAY INTERCEPTOR
ON LOT 1, BLOCK 1, CAMERON ADDITION**

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT RELATING TO SUBSURFACE POND WITH TWO FOOT THICK CLAY INTERCEPTOR ON LOT 1, BLOCK 1, CAMERON ADDITION (Agreement) is made, entered into and effective this 28th day of February 2011, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and George W. Cameron IV, a single person (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. Landowner means George W. Cameron IV, a single person, and his successors and assigns.

1.4 Storm Water Facilities. Storm Water Facilities means each and all of the following, individually and collectively, to the extent located within the Landowner Property:

Any existing or future storm water pipes, conduits, culverts, ditches, catch basins, Vortechs/VortSentry storm water treatment system, or approved equal, subsurface pond with two foot thick clay interceptor, or approved equal, storm water quality structures or storm water collection appurtenances lying within the Landowner Property.

1.5 Storm Water Facility Plan. “Storm Water Facility Plan” means that certain Grading, Drainage, Erosion Control and Utility Plan prepared by Rehder & Associates, Inc. dated January 31, 2011, revised _____, 2011, and approved by the City Engineer on _____. The Storm Water Facility Plan is on file with the City.

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

The fee title owner of the Landowner Property and the successors and assigns of such fee title owner.

The current Responsible Owner is the Landowner.

1.7 Landowner Property. Landowner Property means the following:

Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

Lot 1, Block 1, Cameron Addition, according to the recorded plat thereof on file and of record with the Dakota County Recorder, Dakota County, Minnesota.

1.8 NWA Stormwater Manual. “NWA Stormwater Manual” means the Inver Grove Heights Northwest Area Storm Water Manual prepared by Emmons & Olivier Resources dated July 2006, and as adopted by the City of Inver Grove Heights and codified in Section 10-13J-5 (H) of the Inver Grove Heights City Code, as amended from time to time by amendment of general applicability.

1.9 Improvement Agreement. “Improvement Agreement” means that certain Agreement dated February 28, 2011, between the City and Landowner relating to the plat of Cameron Addition.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve the Development Plans for Landowner Property.

Recital No. 3. The City is willing to approve the Development Plans for the Landowner Property if Landowner executes this Storm Water Facilities Maintenance Agreement.

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

- a.) impose upon the Responsible Owner the responsibility of maintaining the Storm Water Facilities, notwithstanding the fact that the Storm Water Facilities may exist within easements dedicated or granted to the City and the public; and

- b.) provide a mechanism where the City may charge-back to the Responsible Owner any maintenance work that the City performs with respect to the Storm Water Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Storm Water Facilities.

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Storm Water Facilities. Responsible Owner agrees that prior to the issuance of a building permit for the Landowner Property and in any event no later than November 15, 2011, the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan and in accordance with the Improvement Agreement at the sole expense of Responsible Owner.

3.2 Maintenance of Storm Water Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Storm Water Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Storm Water Facilities without the prior written consent of the City. The Responsible Owner shall also insure that the Storm Water Facilities always remain in compliance with the Storm Water Facility Plan. All entities that fall within the definition of Responsible Owner have the joint and several obligations of the defined Responsible Owner. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities on the Landowner Property exists even though the event or omission which caused the need for maintenance of the Storm Water Facilities may arise on property outside of the Landowner Property.

3.3 Standard of Maintenance. The Responsible Owner must meet the Standard of Maintenance set forth in this Section 3.3.

The Standard of Maintenance shall comply with the following:

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability); and
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water Facilities notwithstanding the fact that the Landowner's Property is located outside of the Northwest Area Overlay District; and
- c. The Standard of Maintenance shall be reasonable and conform to the same standards that the City's Director of Public Works utilizes for storm water systems and bio-retention systems that the City maintains, as those standards are from time to time amended.

- d. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced.

The Standard of Maintenance shall include, but not be limited to, each of the following:

- i.) The Responsible Owner shall monitor the subsurface pond with two foot thick clay interceptor and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
- ii.) With respect to the subsurface pond with two foot thick clay interceptor, the Responsible Owner must maintain and repair the structure and must correct as soon as possible any of the following deficiencies in the event such deficiencies occur:
 - a. Any evidence of potholes, sinkholes or unusual amount of silt and soil build-up that degrades the quality of parking lot surface on top of the subsurface pond with two foot thick clay interceptor; or
 - b. Any unusual pipe deflection in excess of more than 7% from the design shape; or
 - c. Any unusual evidence of backfill material entering into the pipe structure through pipe joints or other locations; or
 - d. Any siltation on the outlet end of the structure or clogging of the outlet as a result of accumulated trash, grit, sediments, and other debris.
- iii.) The Responsible Owner shall be required to reduce total suspended solids by 85% from pre-improvement rates and to reduce phosphorus levels by 55% from pre-improvement levels. When requested by the City, the Responsible Owner shall be required to monitor and test the storm water discharges at the Responsible Owner's expense, to ensure compliance with these requirements. The Responsible Owner is required to install and maintain storm water facilities that are designed to infiltrate one (1) inch of impervious surface runoff from the Landowner Property located in the Mississippi River Anti Degradation area. The Responsible Owner shall provide the City with test results of the discharge on an annual basis when testing is requested.
- iv.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for storm water facilities. The Responsible Owner must prepare an Operations & Maintenance Plan to show how the Responsible Owner plans to operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Landowner Property. The Responsible Owner shall submit an Operations & Maintenance Plan to the City for review and comment before of construction. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. A final Operations & Maintenance Plan shall be submitted to the City after construction of the Storm Water Facilities are completed and before the escrow

referenced in number 11 of Exhibit E of the Improvement Agreement is released. Once approved by the City, the Operations & Maintenance Plan shall be on file with the City's Director of Public Works.

- v.) The Operations & Maintenance Plan shall contain the following information:
- a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;
 - c. Contact information for the Responsible Owner;
 - d. As built plans of the Storm Water Facilities;
 - e. A letter of compliance from the designer after construction of the Storm Water Facilities is completed;
 - f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - g. The GPS coordinates for the subsurface pond shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered;
 - h. The design storage capacity of each Storm Water Facilities shall be documented in the Operations & Maintenance Plan. The Responsible Owner shall provide 3,440 cubic feet of dead storage for the infiltration basin in the subsurface pond. The Responsible Owner shall provide 7,676 cubic feet of live storage in the subsurface pond;
 - i. A form and level of pretreatment approved by the City are required in the treatment train before any infiltration system; and
 - j. The Operations & Maintenance Plan shall incorporate responses to Chapter 8 of the NWA Stormwater Manual which provides additional requirements and checklists for the Responsible Owner to comply with in the operations and maintenance phase of construction.

If the Storm Water Facility Plan is inconsistent with the Standard of Maintenance or if components within the Standard of Maintenance are inconsistent with other components within the Standard of Maintenance, then that provision, term or component which imposes a greater and more demanding obligation shall prevail.

In January of each year, the Responsible Owner shall submit to the City an annual report that identifies all of the tests, inspections, corrective measures and other activities conducted by the Responsible Owner under the Operations & Maintenance Plan for the preceding year. The annual report shall also identify any conditions of non-compliance with the Standard of Maintenance during the preceding year and the annual report shall address how the conditions of non-compliance were cured.

3.4 Notice of Non-Compliance with Section 3.2; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as determined by the DWP, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with the Standard of Maintenance. If the City performs emergency service work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

3.5 Payment of Costs Incurred by City. If the Responsible Owner fails to comply with the Standard of Maintenance within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the areas where the Storm Water Facilities are located to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Responsible Owner.

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

3.6 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made under Section 3.5 by the Responsible Owner with respect to the Landowner Property, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Landowner Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Landowner Property.

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Landowner Property for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Landowner Property. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Landowner Property. Nothing in this paragraph shall be deemed to impair Responsible Owner's right to dispute the amount assessed as exceeding the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.2.

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

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

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

- a.) failure by the Responsible Owner to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement;
- b.) failure by the Responsible Owner to pay contractors, subcontractors, laborers, or materialmen;
- c.) failure by the Responsible Owner to pay for any materials that may be used by the Responsible Owner to maintain the Storm Water Facilities; and
- d.) construction of the Storm Water Facilities.

3.9 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Agreement or

now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the notice, if any, required by this Agreement.

ARTICLE 4 **CITY'S COVENANTS**

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

ARTICLE 5 **MISCELLANEOUS**

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

Upon request by a Responsible Owner, the City will prepare for the Responsible Owner, at standard City charges, a special assessment search indicating the extent to which, if any, there is a levied or pending special assessment under Section 3.6 hereof.

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of February, 2011, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER AND RESPONSIBLE OWNER

By: _____
George W. Cameron IV

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of February, 2011, before me a Notary Public within and for said County, personally appeared **George W. Cameron IV**, a single person, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

**STORM WATER FACILITIES MAINTENANCE AGREEMENT RELATING TO
RAINGARDENS ON LOT 1, BLOCK 1, CAMERON ADDITION**

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT FOR RAINGARDENS ON LOT 1, BLOCK 1, CAMERON ADDITION (Agreement) is made, entered into and effective this 28th day of February, 2011, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and George W. Cameron IV, a single person (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. Landowner means George W. Cameron IV, a single person, and his successors and assigns.

1.4 Storm Water Facilities. Storm Water Facilities means each and all of the following, individually and collectively, to the extent located within the Landowner Property:

Any existing or future bio-retention facilities, pre-treatment facilities, raingardens, culverts or any other infiltration features lying within the Landowner Property.

1.5 Storm Water Facility Plan. “Storm Water Facility Plan” means that certain Grading, Drainage, Erosion Control and Utility Plan prepared by Rehder & Associates, Inc. dated January 31, 2011, revised _____, 2011, and approved by the City Engineer on _____. The Storm Water Facility Plan is on file with the City.

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

The fee title owner of the Landowner Property and the successors and assigns of such fee title owner.

The current Responsible Owner is the Landowner.

1.7 Landowner Property. Landowner Property means the following:

Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

Lot 1, Block 1, Cameron Addition, according to the recorded plat thereof on file and of record with the Dakota County Recorder, Dakota County, Minnesota.

1.8 NWA Stormwater Manual. “NWA Stormwater Manual” means the Inver Grove Heights Northwest Area Storm Water Manual prepared by Emmons & Olivier Resources dated July 2006, and as adopted by the City of Inver Grove Heights and codified in Section 10-13J-5 (H) of the Inver Grove Heights City Code, as amended from time to time by amendment of general applicability.

1.9 Improvement Agreement. “Improvement Agreement” means that certain Agreement dated February 28, 2011, between the City and Landowner relating to the plat of Cameron Addition.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve the Development Plans for Landowner Property.

Recital No. 3. The City is willing to approve the Development Plans for the Landowner Property if Landowner executes this Storm Water Facilities Maintenance Agreement.

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

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

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Storm Water Facilities. Responsible Owner agrees that prior to the issuance of a building permit for the Landowner Property and in any event no later than November 15, 2011, the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan and in accordance with the Improvement Agreement at the sole expense of Responsible Owner.

3.2 Maintenance of Storm Water Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Storm Water Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Storm Water Facilities without the prior written consent of the City. The Responsible Owner shall also insure that the Storm Water Facilities always remain in compliance with the Storm Water Facility Plan. All entities that fall within the definition of Responsible Owner have the joint and several obligations of the defined Responsible Owner. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities on the Landowner Property exists even though the event or omission which caused the need for maintenance of the Storm Water Facilities may arise on property outside of the Landowner Property.

3.3 Standard of Maintenance. The Responsible Owner must meet the Standard of Maintenance set forth in this Section 3.3.

The Standard of Maintenance shall comply with the following:

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability); and
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention and raingarden standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water Facilities notwithstanding the fact that the Landowner's Property is located outside of the Northwest Area Overlay District; and
- c. The Standard of Maintenance shall be reasonable and conform to the same standards that the City's Director of Public Works utilizes for storm water systems, bio-retention systems and raingardens that the City maintains, as those standards are from time to time amended.
- d. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced.

The Standard of Maintenance shall include, but not be limited to, each of the following:

- i.) The Responsible Owner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structures so as to ensure that the structures operate in conformance with the design parameters.
- ii.) The design storage capacity of each of the Storm Water Facilities shall be documented in the Operations & Maintenance Plan. Responsible Owner shall provide the following storage volume in the raingardens at CB 3 (175 CF), CB 4 (305 CF) and CB 5 (260 CF).
- iii.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for storm water facilities. The Responsible Owner must prepare an Operations & Maintenance Plan to show how the Responsible Owner plans to operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Landowner Property. The Responsible Owner shall submit an Operations & Maintenance Plan to the City for review and comment before construction. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. A final Operations & Maintenance Plan shall be submitted to the City after construction of the Storm Water Facilities are completed and before the escrow referenced in number 11 of Exhibit E of the Improvement Agreement is released. Once approved by the City, the Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
- iv.) The Operations & Maintenance Plan shall contain the following information:
 - a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;
 - c. Contact information for the Responsible Owner;
 - d. As built plans of the Storm Water Facilities;
 - e. A letter of compliance from the designer after construction of the Storm Water Facilities is completed;
 - f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - g. The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS

readings shall be provided to the City before the Storm Water Facilities are covered;

- h. A form of pretreatment approved by the City is required in the treatment train before any infiltration system; and
- i. The Operations & Maintenance Plan shall incorporate responses to Chapter 8 of the NWA Stormwater Manual which provides additional requirements and checklists for the Responsible Owner to comply with in the operations and maintenance phase of construction.

If the Storm Water Facility Plan is inconsistent with the Standard of Maintenance or if components within the Standard of Maintenance are inconsistent with other components within the Standard of Maintenance, then that provision, term or component which imposes a greater and more demanding obligation shall prevail.

In January of each year, the Responsible Owner shall submit to the City an annual report that identifies all of the tests, inspections, corrective measures and other activities conducted by the Responsible Owner under the Operations & Maintenance Plan for the preceding year. The annual report shall also identify any conditions of non-compliance with the Standard of Maintenance during the preceding year and the annual report shall address how the conditions of non-compliance were cured.

3.4 Notice of Non-Compliance with Section 3.2; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as determined by the DPW, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with the Standard of Maintenance. If the City performs emergency service work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

3.5 Payment of Costs Incurred by City. If the Responsible Owner fails to comply with the Standard of Maintenance within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the areas where the Storm Water Facilities are located to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Responsible Owner.

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

3.6 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made under Section 3.5 by the Responsible Owner with respect to the Landowner Property, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Landowner Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Landowner Property.

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Landowner Property for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Landowner Property. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Landowner Property. Nothing in this paragraph shall be deemed to impair Responsible Owner’s right to dispute the amount assessed as exceeding the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.2.

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

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

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

- a.) failure by the Responsible Owner to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement;
- b.) failure by the Responsible Owner to pay contractors, subcontractors, laborers, or materialmen;
- c.) failure by the Responsible Owner to pay for any materials that may be used by the Responsible Owner to maintain the Storm Water Facilities;
- d.) construction of the Storm Water Facilities.

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

ARTICLE 4 **CITY'S COVENANTS**

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

ARTICLE 5 **MISCELLANEOUS**

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

Upon request by a Responsible Owner, the City will prepare for the Responsible Owner, at standard City charges, a special assessment search indicating the extent to which, if any, there is a levied or pending special assessment under Section 3.6 hereof.

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

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

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

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

5.5 Consent. Landowner consents to the recording of this Agreement.

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

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

If to Landowner: George W. Cameron IV
c/o John Cameron, Esq.
Cameron Law Office Chartered
33 South 6th Street, Suite 4100
Minneapolis, MN 55402

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.

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Melissa Rheame, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of February, 2011, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheame to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

STREET LIGHT AGREEMENT FOR
LOT 1, BLOCK 1, CAMERON ADDITION
DAKOTA COUNTY, MINNESOTA

THIS STREET LIGHT AGREEMENT FOR LOT 1, BLOCK 1, CAMERON ADDITION (Agreement), made this 28th day of February, 2011, by and between George W. Cameron IV, a single person, hereafter referred to as "Owner", and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City". Based on the recitals, covenants, agreements, warranties and representations hereafter made and for and in good and valuable consideration received by the parties, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby declare, state and agree:

ARTICLE 1
TERMS

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

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

1.3 Landowner. "Landowner" means George W. Cameron IV, a single person, the current fee title owner of the Subject Property, and his successors and assigns.

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

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

1.5 Street Light. Street Light means the cobra head 100 watt light fixture to be installed on the existing pole located on the west side of 65th Street and Concord Boulevard.

ARTICLE 2
LANDOWNER OBLIGATIONS

2.1 Installation of Street Light. The City agrees to install the Street Light. The City will pay for the initial installation costs of the Street Light. Subject to Section 2.2, the City agrees to maintain the Street Light.

The standard of maintenance shall conform to the same standards that the City's Director of Public Works utilizes for other street lights that the City maintains, as those standards are from time to time amended.

2.2 Payment of Maintenance, Repair, Replacement and Energy Costs for Street Light. Landowner shall pay the City for the maintenance, repair, replacement and energy costs of the Street Light. The Landowner agrees that the Landowner's obligation to pay for the maintenance, repair, replacement and energy costs the Street Light exists notwithstanding the fact that the Street Light may lie within the public road right-of-way within or outside of the plat of Cameron Addition.

The City will invoice Landowner on a quarterly basis; such invoice will be shown as part of the utility billing that is sent quarterly to the Landowner.

Landowner shall make payment directly to the City within thirty (30) days after the sending of the invoice. If payment is not made, the City may certify to Dakota County the amounts due as payable with real estate taxes in the next calendar year for the Subject Property; the parties agree that such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills.

The Landowner and his successors and assigns thereof waive any and all procedural and substantive objections to the imposition of such charges on the Subject Property. Further, the Landowner and his successors and assigns thereof waive any and all procedural and substantive objections to special assessments for the cost of the Street Light including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Property. The Landowner and his successors and assigns waive any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowner and his successors and assigns acknowledge that the benefit from the Street Light equals or exceeds the amount of the charges and assessments for the maintenance, repair, replacement and energy costs that are being imposed under this Agreement.

2.3 Warranty of Ownership. The Landowner warrants that on the date of this Agreement the Landowner owns fee title to the Subject Property.

ARTICLE 3
CITY'S COVENANTS

3.1 Allowing Plat To Be Recorded. The City agrees that if the conditions set forth in

the Improvement Agreement between the parties of even date herewith are met, the City will allow the plat of Cameron Addition to be recorded with the Dakota County Recorder. One requirement in the Improvement Agreement is that the Landowner enter into this Street Light Agreement. By execution of this Agreement, that condition has been met.

ARTICLE 4
MISCELLANEOUS

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

4.2 Recording. The City may record this Agreement with the Dakota County Recorder.

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

4.4 Amendment And Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement.

Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

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

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

IN WITNESS WHEREOF, Landowner and the City have executed this Agreement the day and year aforementioned.

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 28th day of February, 2011, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER

By: _____
George W. Cameron IV

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of February, 2011, before me a Notary Public within and for said County, personally appeared **George W. Cameron IV**, a single person, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Notary Public

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

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

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

WAIVER OF ASSESSMENT APPEAL
FOR AMOUNT OF \$74,781 RELATING TO
LOT 1, BLOCK 1, CAMERON ADDITION FOR THE
65TH STREET EAST – STREET IMPROVEMENT PROJECT
CITY PROJECT NO. 2011-03

For and in consideration of the City of Inver Grove Heights approving the plat of Cameron Addition located within the City of Inver Grove Heights, Dakota County, Minnesota, in the manner and configuration proposed, the undersigned, George W. Cameron IV (hereinafter Landowner), a single person, and the City of Inver Grove Heights (hereinafter City), a municipal corporation, hereby agrees as follows:

WHEREAS, Landowner owns fee title in real property in the City of Inver Grove Heights, Dakota County, Minnesota, legally described as:

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

hereafter referred to as the “Property”.

(Abstract)

WHEREAS, Landowner has sought approval of the City for the Plat of Cameron Addition (hereafter “Plat”) according to the preliminary plat on file with the City and approved by the City Council.

WHEREAS, The City intends to specially assess the Property for the construction of the 65th Street East – Street Improvement Project, City Project No. 2011-03 (the Project).

WHEREAS, Landowner is willing to waive his right to appeal the City assessment of the Project against the Property up to the sum of \$74,781.

WHEREAS, as a condition of final plat approval, Landowner agrees to execute this Waiver of Assessment Appeal.

WHEREAS, Landowner warrants and represents that, as of the date that the Plat is recorded with the Dakota County Recorder, the undersigned Landowner is the fee title owner of the Property.

WHEREAS, the City has prepared a feasibility report for the Project and has explained the nature and scope of the Project with the undersigned Landowner.

WHEREAS, the City has made available the cost and assessment information and an analysis concerning the benefit of the Project to the Property.

WHEREAS, the undersigned Landowner has examined the feasibility report, engineering data and cost calculations relating to the Project.

WHEREAS, the undersigned Landowner, after reviewing all the information about the Project and the information related to assessment methodology, has determined to waive his rights to appeal special assessments in the amount of \$74,781 against the Property for such Project improvements.

WHEREAS, Landowner acknowledges benefit to the Property from the Project in the amount of \$74,781.

NOW, THEREFORE, to induce the City to approve the Plat in the manner and configuration proposed, the undersigned Landowner recognizes, acknowledges, and knowingly and voluntarily agrees that:

1. The Property will be specially benefited by the Project in the amount of \$74,781.
2. Landowner waives any and all procedural and substantive objections to the special assessment in the amount of \$74,781 against the Property. Landowner hereby waives all notice and hearing requirements with respect to imposition of the special assessment. Landowner hereby waives any claim that the special assessment against the Property in the amount of \$74,781 exceeds the benefit to the Property.
3. With respect to special assessments in the amount of \$74,781 against the Property for the Project, Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081.
4. This Waiver shall be continuing and irrevocable. This Waiver is made knowingly and voluntarily by the undersigned Landowner.
5. All terms and conditions of this Waiver shall run with the Property herein described, and shall be binding upon the Property and the successors and assigns of the undersigned Landowner. This Waiver shall also apply to any after-acquired title of Landowner in the Property.

6. The City may record this Waiver against the Property.

NOW, THEREFORE, for and in consideration of the covenants and agreements made by Landowner herein, the City agrees to allow the Plat to be recorded with the Dakota County Recorder, provided the other conditions which are prerequisite to recording the Plat contained in the Improvement Agreement between the parties are met.

The City agrees that the principal amount of the special assessment for Project No. 2011-03, will be equally amortized over ten (10) annual installments. At the time the City levies the special assessment, the City will determine the interest rate to be paid. The interest rate will be two percentage points above the interest rate that the City incurs on bonds issued in 2011, rounded upward to the nearest whole percentage; if the City does not issue bonds in 2011, the interest rate would be two percentage points above the interest rate that the City incurred on bonds issued in 2010, rounded upward to the nearest whole percentage. The first installment will be payable in the year 2012. Interest on the principal amount will begin to accrue from the date of levy.

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IN WITNESS WHEREOF, the Landowner and the City have executed this Agreement on the 28th day of February, 2011.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of February, 2011, 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

LANDOWNER

By: _____
George W. Cameron IV

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of February, 2011, before me a Notary Public within and for said County, personally appeared **George W. Cameron IV**, a single person, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Notary Public

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

After Recording, Please Return This Instrument To:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

WAIVER OF ASSESSMENT APPEAL
FOR AMOUNT UP TO \$10,785.16 RELATING TO
LOT 1, BLOCK 1, CAMERON ADDITION FOR THE
CONCORD BOULEVARD RECONSTRUCTION PROJECT
CITY PROJECT NO. 2001-12

For and in consideration of the City of Inver Grove Heights approving the plat of Cameron Addition located within the City of Inver Grove Heights, Dakota County, Minnesota, in the manner and configuration proposed, the undersigned, George W. Cameron IV (hereinafter Landowner), a single person, and the City of Inver Grove Heights (hereinafter City), a municipal corporation, hereby agrees as follows:

WHEREAS, Landowner owns fee title in real property in the City of Inver Grove Heights, Dakota County, Minnesota, legally described as:

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

hereafter referred to as the "Property".

(Abstract)

WHEREAS, Landowner has sought approval of the City for the Plat of Cameron Addition (hereafter "Plat") according to the preliminary plat on file with the City and approved by the City Council.

WHEREAS, the City intends to specially assess the Property for the construction of the Concord Boulevard Reconstruction Project, City Project No. 2001-12, (the Project).

WHEREAS, the City has not yet finalized the special assessment amount that will be levied against the Property.

WHEREAS, Landowner is willing to waive his right to appeal the City assessment of the Project against the Property up to the amount of \$10,785.16.

WHEREAS, as a condition of final plat approval, Landowner agrees to execute this Waiver of Assessment Appeal.

WHEREAS, Landowner warrants and represents that, as of the date that the Plat is recorded with the Dakota County Recorder, the undersigned Landowner is the fee title owner of the Property.

WHEREAS, the City has prepared a feasibility report for the Project and has explained the nature and scope of the Project with the undersigned Landowner.

WHEREAS, the City has made available the cost and assessment information and an analysis concerning the benefit of the Project to the Property.

WHEREAS, the undersigned Landowner has examined the feasibility report, engineering data and cost calculations relating to the Project.

WHEREAS, the Project has been constructed.

WHEREAS, the undersigned Landowner, after reviewing all of the information about the Project and the information related to assessment methodology, has determined to waive his right to appeal assessments up to \$10,785.16 against the Property for such Project improvements.

WHEREAS, Landowner acknowledges benefit to the Property from the Project up to \$10,785.16.

NOW, THEREFORE, to induce the City to approve the Plat in the manner and configuration proposed, the undersigned Landowner recognizes, acknowledges, and knowingly and voluntarily agrees that:

1. The Property will be specially benefited up to \$10,785.16 by the Project.
2. Landowner waives any and all procedural and substantive objections to the special assessment up to \$10,785.16 against the Property. Landowner hereby waives all notice and hearing requirements with respect to imposition of the special assessment. Landowner hereby waives any claim that the special assessment against the Property up to the amount of \$10,785.16 exceeds the benefit to the Property.
3. With respect to special assessments up to \$10,785.16 against the Property for the Project, Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. Notwithstanding the foregoing, if the final special assessment is more than \$10,785.16, then Landowner does not waive his appeal rights under Minn. Stat. § 429.081 with respect to whether the Project has benefited the Property more than the amount of \$10,785.16.

4. This Waiver shall be continuing and irrevocable. This Waiver is made knowingly and voluntarily by the undersigned Landowner.
5. All terms and conditions of this Waiver shall run with the Property herein described, and shall be binding upon the Property and the successors and assigns of the undersigned Landowner. This Waiver shall also apply to any after-acquired title of Landowner in the Property.
6. The City may record this Waiver against the Property.

NOW, THEREFORE, for and in consideration of the covenants and agreements made by Landowner herein, the City agrees to allow the Plat to be recorded with the Dakota County Recorder, provided the other conditions which are prerequisite to recording the Plat contained in the Improvement Agreement between the parties are met.

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

IN WITNESS WHEREOF, the Landowner and the City have executed this Agreement on the 28th day of February, 2011.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of February, 2011, 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

LANDOWNER

By: _____
George W. Cameron IV

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of February, 2011, before me a Notary Public within and for said County, personally appeared **George W. Cameron IV**, a single person, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Notary Public

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

After Recording, Please Return This Instrument To:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: January 19, 2010

SUBJECT: **GEORGE CAMERON (CAMERON LIQUOR) – CASE NO. 09-48VAC**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a vacation of unimproved alley right-of-way within Block 1 of Inver Grove Park Subdivision, for property located along Concord Boulevard. 1 notice was mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that City Council approved the plans for the new Cameron's Liquor Store in December. He noted that the approved plans assumed the alley way would be vacated and therefore no site plan boundary changes would be needed. Mr. Hunting advised that there were no City utilities in the right-of-way and the alley way was not needed for access. He advised that the only improvement in the right-of-ways was a paved pathway which will be removed by the applicant as part of their development project. Mr. Hunting advised that the City would like to retain the north-south segment of the alley way as a drainage and utility easement. Staff recommends approval of the vacation as presented.

Commissioner Wippermann asked if the applicant would be responsible for the cost of removing all sections of the paved pathway, including the portion on the neighboring property, to which Mr. Hunting replied in the affirmative.

Commissioner Simon asked why staff was requiring a drainage and utility easement on the north-south segment of the alley way.

Mr. Hunting replied that the vacation would occur before construction began. Therefore a public easement would allow the City and the developer the ability to remove the pathway.

Commissioner Simon asked if the easement could later be removed, to which Mr. Hunting replied it was possible.

Commissioner Wippermann asked if staff had received any comments from the neighboring landowner, to which Mr. Hunting replied they had not.

Opening of Public Hearing

John Cameron (33 South Sixth Street, Minneapolis) and George Cameron (2477 – 79th Street East) advised they were available to answer any questions.

Chair Bartholomew asked if the applicant was in agreement with the condition listed in the report, to which John Cameron replied in the affirmative.

Planning Commission Recommendation

Motion by Commissioner Simon, second by Commissioner Schaeffer, to approve the request for a vacation of unimproved alley right-of-way within Block 1 of Inver Grove Park Subdivision, with the condition listed in the report.

Motion carried (8/0).

Mr. Hunting explained that the vacation request would be brought to City Council at the same time as the final plat and improvement agreement. Anyone wishing to know the date should contact the Planning Department in late January.

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: January 12, 2010

CASE NO: 09-48V

HEARING DATE: January 19, 2010

APPLICANT: George Cameron (Cameron's Liquor)

PROPERTY OWNER: George Cameron

REQUEST: Vacation of Alley Right-of-Way

LOCATION: Concord Boulevard and 65th Street

COMPREHENSIVE PLAN: Mixed Use

ZONING: B-3, General Business

REVIEWING DIVISIONS: Planning
 Engineering

PREPARED BY: Allan Hunting
 City Planner

BACKGROUND

The City Council approved the plans for the new Camerons Liquor Store at the December 14, 2009 meeting. As part of that approval, the Council directed the Planning Commission to hold a public hearing on the vacation of the alley right-of-way in the plat. This was a condition of Preliminary Plat approval. The plans as approved assumed the alley way would be vacated.

ANALYSIS

The alleys in question lie in the northwest corner of the site. The only improvement in the right-of-ways is a paved pathway that leads to an old parking lot on the Cameron property. No other properties use or need these right-of-ways for access. The alley right-of-way is 20 feet wide and therefore 10 feet would go to the Cameron property and the other 10 feet would go to the property to the northwest. The old pathway meanders along both sides of this new property line and will be required to be removed as part of the development. In order to provide the City and the developer the ability to remove the pathway, a public drainage and utility easement should be retained over the alley way where the path exists. This should be a condition of approval and would also be shown on the final plat.

There are no utilities or other public needs for the alley right-of-way or path. Both Engineering and Parks have no issues with the vacation and recommend approval.

ALTERNATIVES

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

A. Approval: If the proposed request is found to be acceptable, approval of the applicable following actions should be taken:

- Approval of the **Vacation** of the alleyway being described as; All 20 foot alleyways lying within Block 1, INVER GROVE PARK, according to the recorded plat thereof, Dakota County, Minnesota, which were dedicated to the public in said INVER GROVE PARK subject to the following conditions:

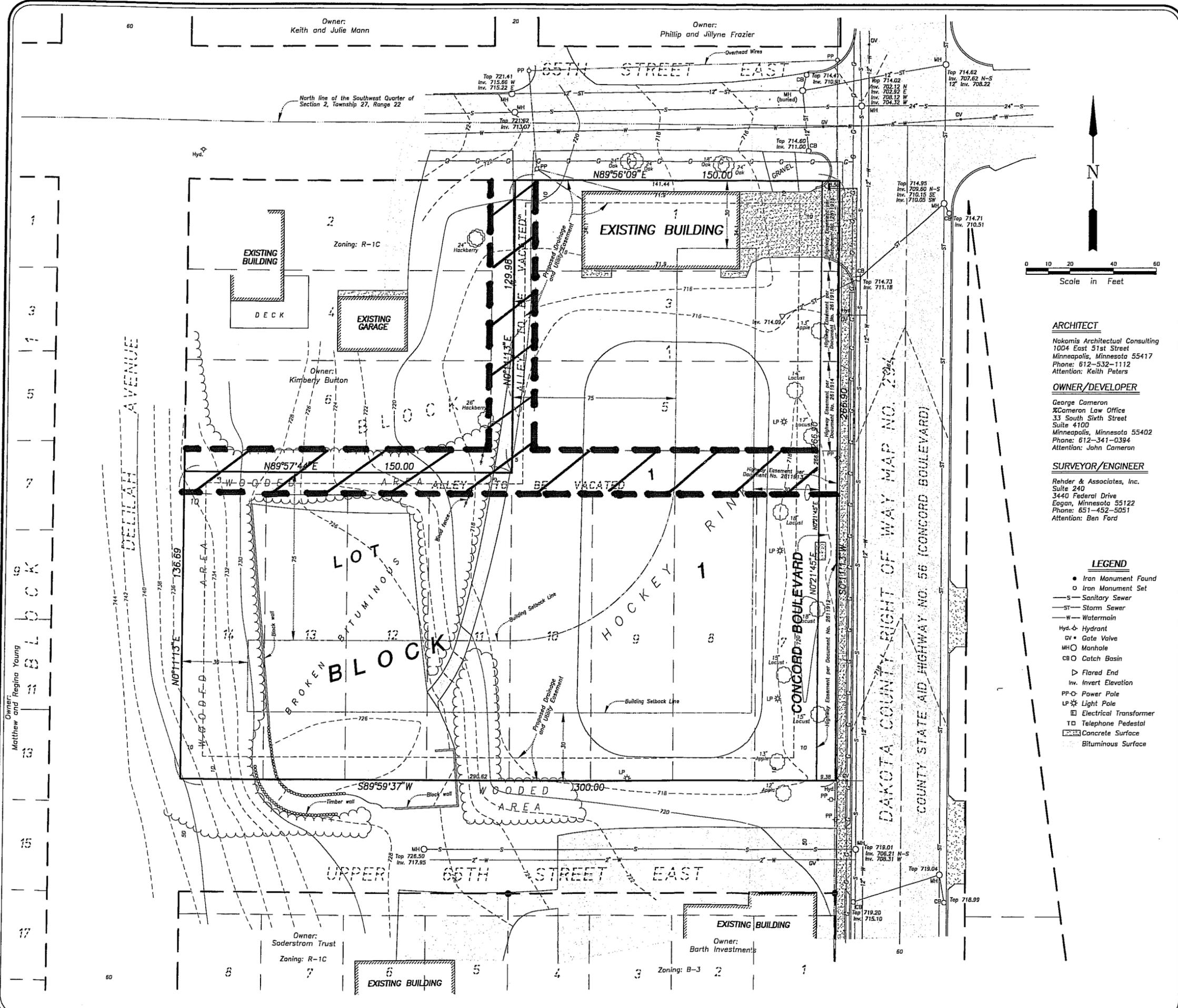
1. Drainage and utility easements shall be provided on the final plat as required by the City Engineering Department.

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

RECOMMENDATION

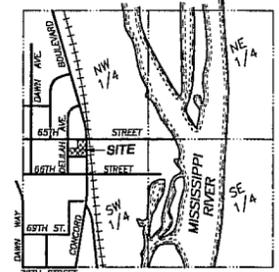
Based on the above report, Staff recommends approval of the request subject to the conditions contained above.

Attachments: Preliminary Plat with alleys highlighted



**Preliminary Plat of:
CAMERON ADDITION**

- NOTES**
- Bearings shown are based on an assumed datum.
 - Utilities shown are from information furnished by the City of Inver Grove Heights in response to Gopher State One Call Ticket No. 90317356 and are verified where possible.
 - Contact Gopher State 1 for utility locations before any construction shall begin. Phone 651-454-0002.
 - Bench Mark: Top of hydrant 90 feet south of 65 Street East on the west side of Concord Boulevard. Elevation = 718.32 feet.
 - Areas: Total Area = 60,533 square feet (1.39 acres).
Area of Lot 1 = 58,139 square feet (1.33 acres).
 - Existing Zoning: P (Public - Institutional)
 - Proposed Zoning: B-3 (General Business)
 - Building setback and zoning information obtained from the City of Inver Grove Heights Web Site.



Vicinity Map
Section 2, Township 27, Range 22
No Scale

ARCHITECT

Nokomis Architectural Consulting
1004 East 51st Street
Minneapolis, Minnesota 55417
Phone: 612-532-1112
Attention: Keith Peters

OWNER/DEVELOPER

George Cameron
Cameron Law Office
33 South Sixth Street
Suite 4100
Minneapolis, Minnesota 55402
Phone: 612-341-0394
Attention: John Cameron

SURVEYOR/ENGINEER

Rehder & Associates, Inc.
Suite 240
3440 Federal Drive
Eagan, Minnesota 55122
Phone: 651-452-5051
Attention: Ben Ford

LEGEND

- Iron Monument Found
- Iron Monument Set
- S— Sanitary Sewer
- ST— Storm Sewer
- W— Watermain
- Hyd. ◊ Hydrant
- GV Gate Valve
- MH Manhole
- CB Catch Basin
- ▷ Flared End
- Inv. Invert Elevation
- PP-○ Power Pole
- LP-⊙ Light Pole
- ⊠ Electrical Transformer
- TD Telephone Pedestal
- ▨ Concrete Surface
- ▨ Bituminous Surface

PROPERTY DESCRIPTION

Lots 1, 3, 5, and 7-14, Block 1, Inver Grove Park, Dakota County, Minnesota.

(All alleys within Block 1 are to be vacated and portions of the alley accruing to the property described above will be added to the description)

I hereby certify that this preliminary plat was prepared by me or under my direction and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

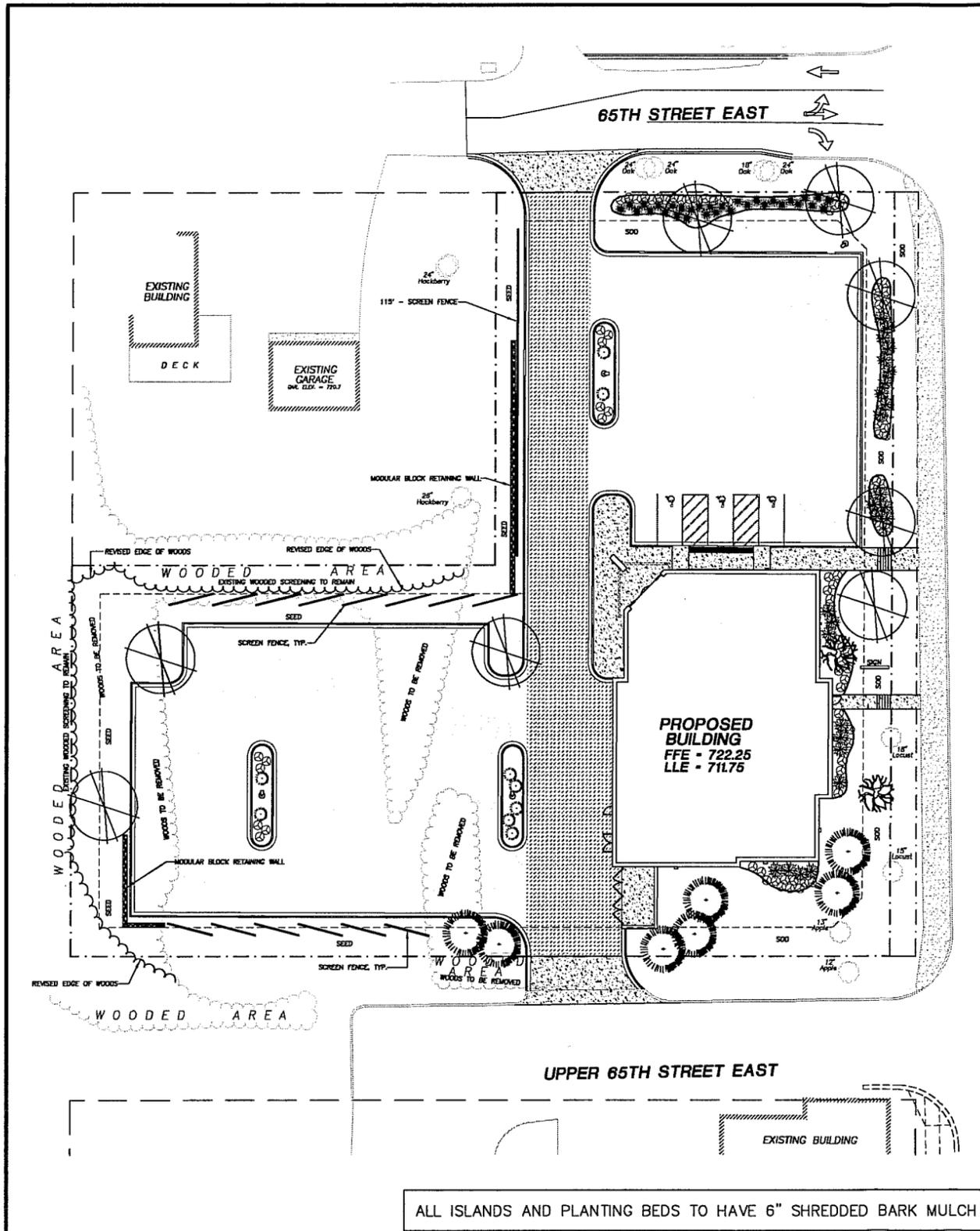
Dated this 14th day of October, 2009.

REHDER & ASSOCIATES, INC.

Thomas J. Adam
Thomas J. Adam, Land Surveyor
Minnesota License No. 43414

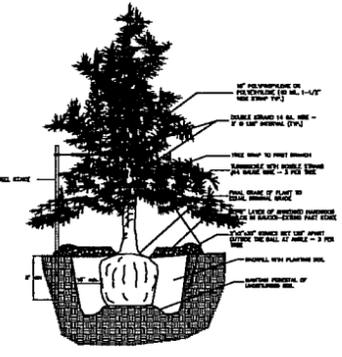
Rehder and Associates, Inc.

CIVIL ENGINEERS AND LAND SURVEYORS
3440 Federal Drive • Suite 110 • Eagan, Minnesota • Phone (651) 452-5051

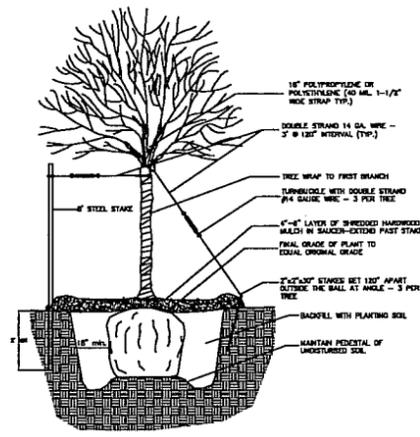


BOULEVARD

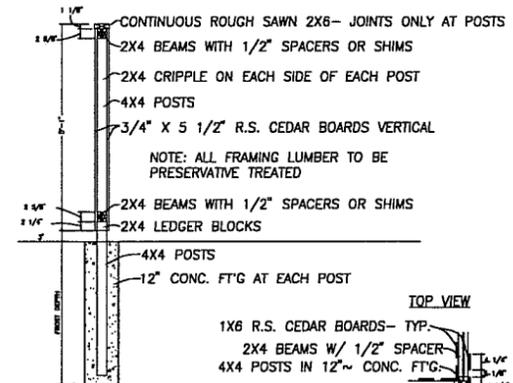
CONCORD



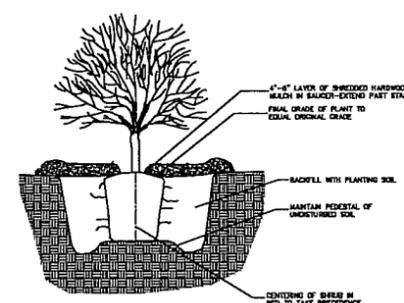
CONIFEROUS TREE PLANTING DETAIL



DECIDUOUS TREE PLANTING DETAIL



5' WOODEN CEDAR SCREEN FENCE DETAIL



SHRUB PLANTING DETAIL

REQUIRED LANDSCAPE MATERIALS	
Required Landscape Trees	
1 tree per 50 L.F. of lot perimeter + 1 tree per 10 stalls	
Lot perimeter = approx. 1100 linear feet	
Number of parking stalls = 60	
$1100/50 + 60/10 = 28$ trees	
Total Required = 28	
Total Provided = 28	

SYMBOL	DESCRIPTION	QTY	TREE EQUIV.
	2.5' B&B Deciduous Overstory Tree	8	8
	6' B&B Coniferous Tree	7	7
	1.5' B&B Ornamental Tree	2	1
	1 Gal. Perennial	87	0
	5 Gal. Deciduous Shrub	26	4
	5 Gal. Ornamental Grass	9	1
	5 Gal. Coniferous Shrub	31	5
	Total		28

REVISED BLDG FOOTPRINT
1-10-11

Rehder & Associates, Inc.
Civil Engineers, Planners and Land Surveyors
4510 Federal Drive, Suite 110 • Eden, Minnesota 55424
612-494-0161 • Fax 612-494-0167 • Email: info@rehder.com
PROJECT NO.: 081-2379-011 DRAWING FILE: 2379011.DWG

PRELIMINARY

ISSUED	10-18-09
CITY STAMPA	11-9-09
CITY COMMENTS	
ADDRESS CITY COMMENTS	

LANDSCAPE PLAN
CAMERON WAREHOUSE LIQUORS
CITY OF INVER GROVE HEIGHTS

SHEET NUMBER

L1

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

ATTORNEYS AT LAW

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

MEMO

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

TO: Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: February 23, 2011
**RE: First Reading of Ordinance Amendment Relating To Off-Sale Intoxicating
Liquor Licenses – February 28, 2011, City Council Meeting**

Section 1. Background. The current liquor ordinance prohibits an off-sale intoxicating liquor establishment within 500 feet of a school or church. There are four (4) current exceptions:

1. Establishments that were already in existence prior to October 1, 1995 (this is the date that the distance restriction came into being); or
2. If the liquor establishment was already in place and the church or school was later built within 500 feet of the liquor establishment, then the liquor establishment can continue in its pre-existing location; or
3. In a situation where the government acquired the liquor store and the store was within 500 feet of a school or church, the liquor establishment is allowed to relocate within 500 feet of the same school or church as long as the relocation occurs within three (3) years of the acquisition. Thereafter, the liquor establishment may remain in its relocated site; or
4. Any liquor establishment acquired by the government may relocate within 500 feet of any church or any school for a temporary period of two (2) years if the liquor establishment was acquired by the government and if the relocation occurs within six (6) months after the government acquisition. After two (2) years at the relocated site, the relocated site is no longer an eligible location for an off-sale intoxicating liquor license.

Section 2. Cameron's Liquor Store. Exceptions 3 and 4 listed above were adopted on July 27, 2009, in response to the request of Cameron's Liquor Store.

Cameron's Liquor Store held an off-sale intoxicating liquor license for its location on Concord Boulevard. On July 18, 2008, Dakota County purchased the property and after a lease/back of one year, on July 18, 2009, the establishment closed for business. The building was purchased by Dakota County for the Concord Street Improvement Project.

Pursuant to exceptions 3 and 4 listed above, Cameron's Liquor Store relocated to Snyder's Drug Store in the Village Square Shopping Center. The liquor license for the Snyder's Drug Store location was issued on August 13, 2009.

Cameron's contemplated that it would build its new building by the fall of 2010. However, Dakota County and Cameron had not yet settled the compensation issue for the taking of the liquor store business. Now Cameron is proceeding on the basis that the new building will be constructed by the fall of 2011.

The enclosed ordinance extends the three (3) year time frame (for permanent relocation) to forty-two (42) months and the enclosed ordinance extends the two (2) year time frame (for temporary relocation) to thirty (30) months. Essentially the time frames are being extended by six (6) months. If the ordinance is not passed, the three (3) year time frame would expire on July 27, 2011, and the two (2) year time frame would expire on August 13, 2011.

Section 3. Council Action. The Council is asked to consider the first reading of the attached ordinance amendment at the February 28, 2011 Council meeting. The second reading would be March 14, 2011, and the third reading would be March 28, 2011.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING CITY CODE SECTION, 4-1A-6, J
RELATING TO OFF-SALE INTOXICATING LIQUOR LICENSES

The City Council of Inver Grove Heights does hereby ordain:

SECTION 1. AMENDMENT. Section 4-1A-6, J of the 2008 City Code is hereby amended to read as follows:

4-1A-6: INELIGIBILITY FOR LICENSE; RESTRICTIONS ON ISSUANCE:

- J.** No off-sale intoxicating liquor license may be granted for a facility located on a parcel which lies within five hundred feet (500') of a parcel on which a school or church is located. The distance established herein shall be measured between the nearest property lines of the parcels.

For the purposes of this subsection, "parcel" means the lots on which the subject building exists, plus the adjoining lots used in conjunction with the liquor facility, church or school including any parking areas.

Provided, however, the following exceptions and qualifications to the above-stated distance requirement shall apply:

1. Licenses that existed on October 1, 1995, for locations that do not meet the requirements of this subsection may nonetheless be renewed or transferred for such locations.
2. If a school or church in the future expands or is built within five hundred feet (500') of a licensed location that did meet the requirements of this subsection, the

license may nonetheless be renewed or transferred for such location.

3. If a government entity acquires a licensed location that was within five hundred feet (500') of a school parcel or church parcel, then the license may be transferred to another location within five hundred feet (500') of the same school parcel or the same church parcel as long as the relocation occurs within ~~three (3) years~~ forty-two (42) months after the acquisition by the government entity.

4. If a government entity acquires a licensed location that was within five hundred feet (500') of a school parcel or church parcel, then the license may be temporarily transferred to another location for a period up to ~~two (2) years~~ thirty (30) months within five hundred feet (500') of any school parcel or any church parcel as long as the relocation occurs within six (6) months after the acquisition by the government entity; in such instance, the authorization for the temporary relocated site expires after ~~two (2) years~~ thirty (30) months from the time that the City issued the license for the relocated site; after the ~~two (2) year~~ thirty (30) month period, the relocated site is no longer eligible for an off-sale intoxicating liquor license.

Section 2. EFFECTIVE DATE. This ordinance amendment shall be effective from and after its passage and publication according to law.

Passed this _____ day of March, 2011.

George Tourville, Mayor

Attest:

Melissa Rheaume, Deputy City Clerk

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

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◊STEPHEN H. FOHLER
◊JAY P. KARLOVICH
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*ALSO ADMITTED IN WISCONSIN
◊ALSO ADMITTED IN NORTH DAKOTA
◊ALSO ADMITTED IN MASSACHUSETTS
◊ALSO ADMITTED IN OKLAHOMA

MEMO

TO: Mayor and Councilmembers

FROM: Timothy J. Kuntz, City Attorney

DATE: February 23, 2011

**RE: Amendment No. 2 to Purchase Agreement between the City and George
Cameron IV – February 28, 2011, City Council Meeting**

Section 1. Background. On September 28, 2009, the City of Inver Grove Heights (Seller) and George Cameron IV (Buyer) entered into a Purchase Agreement for the sale of park property owned by the City located on Concord Boulevard (known as the Cameron Park property). The Purchase Price is \$272,000.

On January 25, 2010, Buyer and Seller entered into an Amendment No. 1 to Purchase Agreement which extended the dates by which the closing would occur and dates by which the Buyer needed to obtain land use and license approvals from the City. Buyer has submitted plans and specifications to the City for construction of a liquor store on the property being purchased from Seller. Buyer had initially contemplated that it would build its new building by the fall of 2010. However, economic delays as well as an unsettled compensation issue for the taking by the County of Buyer's business on Concord Boulevard delayed the new construction. Now Buyer is proceeding on the basis that the new building will be constructed by the fall of 2011.

Due to the delay, the contingency dates set forth in the Purchase Agreement by which the closing is to occur and by which the Buyer needs to obtain land use and license approvals need to be amended.

The new schedule is as follows:

- April 1, 2011: Date by which George Cameron IV (Cameron) must apply for final plat approval and final site plan approval.
- April 1, 2011: Date by which Cameron must apply for liquor license at Concord Boulevard location.
- May 23, 2011: Date by which Cameron must obtain final plat approval and final site plan approval.
- May 23, 2011: Date by which Cameron must sign Development Contract.

- May 23, 2011: Date by which Cameron must have obtained a liquor license for the new site (the liquor license for the new site will not be able to be utilized until the liquor store at the Village Square Shopping Center is closed).
- June 3, 2011: Date by which Cameron must purchase new site and pay purchase price.
- November 15, 2011: The Development Contract specifies that this is the date by which all of the improvements at the site must be completed.

Section 2. Council Action. Council is asked to consider the attached Amendment No. 2 to Purchase Agreement between the City and George Cameron IV at the February 28, 2011 Council meeting.

Attachment

AMENDMENT NO. 2 TO PURCHASE AGREEMENT

THIS AMENDMENT NO. 2 TO PURCHASE AGREEMENT (Amendment No. 2) is made this 28th day of February, 2011, by and between Seller and Buyer as hereafter defined. Based on the covenants, representations and warranties herein contained, the Seller and Buyer agree as follows.

Section 1. DEFINITIONS.

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

1.2 SELLER. Seller shall mean the **City of Inver Grove Heights**, a Minnesota municipal corporation.

1.3 BUYER. Buyer shall mean **George W. Cameron IV**, a single person, and his successors and assigns.

1.4 PURCHASE AGREEMENT. Purchase Agreement means that certain Purchase Agreement between the Seller and the Buyer dated September 28, 2009.

1.5 AMENDMENT NO. 1. Amendment No. 1 means that certain Amendment No. 1 to Purchase Agreement between the Seller and the Buyer dated January 25, 2010.

Section 2. AMENDMENTS.

2.1 AMENDMENT OF SECTION 1.4 OF PURCHASE AGREEMENT. Section 1.4 of the Purchase Agreement is hereby amended to read as follows:

1.4 CLOSING DATE. The closing shall occur within sixty (60) days of all the Seller Conditions Precedent stated in Section 1.8 and all the Buyer Conditions Precedent stated in Section 1.9 being met or waived, or by ~~September 10, 2010~~ June 3, 2011, whichever occurs first.

2.2 AMENDMENT OF SECTION 22 OF PURCHASE AGREEMENT. Section 22 of the Purchase Agreement is hereby amended to read as follows:

Section 22. LAND USE AND LICENSE APPROVALS. This Purchase Agreement is contingent upon the following Conditions Precedent being met or being waived by the parties, in writing, on or before the respective date set forth below. Each of the following Conditions Precedent is a Seller Condition Precedent, as well as a Buyer Condition Precedent:

a. Minn. Stat. § 462.356, subd. 2, provides that the City of Inver Grove Heights may not dispose of land without the City Planning Commission first reviewing the proposed disposition to determine that the disposition is in compliance with the City's Comprehensive Plan. The Planning Commission has not as yet had the opportunity to make this review. The Seller will submit this disposition to the Planning Commission for its review prior to December 31, 2009. **The review by the Planning Commission is a Condition Precedent and must be completed by January 31, 2010.**

b. Final approval by the City of a Comprehensive Plan Amendment to change the land use designation of the 2030 Plan for the Real Property. **This Condition Precedent must be completed by January 31, 2010.**

Buyer, at its own expense, shall apply for the Comprehensive Plan Amendment no later than November 1, 2009.

c. Final approval by the City of a Comprehensive Plan Amendment to delete Cameron's Park from the City Park Plan. **This Condition Precedent must be completed by January 31, 2010.**

Buyer, at its own expense, shall apply for the Comprehensive Plan Amendment no later than November 1, 2009.

d. Re-Zoning of the Real Property from P-I (public institutional) to B-3 (general business). **This Condition Precedent must be completed by January 31, 2010.**

Buyer, at its own expense, shall apply for the re-zoning no later than November 1, 2009.

e. Final plat approval by the City of the Real Property. **This Condition Precedent must be completed by ~~July 10, 2010~~ May 23, 2011.**

Buyer, at its own expense, shall apply for plat approval no later than ~~November 1, 2009~~ April 1, 2011.

f. Final City approval of Site Plan for off-sale liquor establishment use of Real Property. **This Condition Precedent must be completed by ~~July 10, 2010~~ May 23, 2011.**

Buyer, at its own expense, shall make application for Site Plan approval no later than ~~November 1, 2009~~ April 1, 2011.

g. City Council resolution declaring that the Real Property is no longer needed for public use. **This Condition Precedent must be completed by January 31, 2010.**

Seller will cause this resolution to be considered by the City Council at the time the Council considers the re-zoning of the Real Property.

h. Approval by the City of an on-sale intoxicating liquor license for the Real Property in the name of Buyer or in the name of an entity owned or controlled by Buyer. **This Condition Precedent must be completed by ~~July 10, 2010~~ May 23, 2011.**

By April 1, 2011, Buyer, at its own expense, will make application for the on-sale intoxicating liquor license and will request that the application be considered by the Council at the time the Council considers the re-zoning of the Real Property.

i. Approval by the Metropolitan Council of the Comprehensive Plan Amendment to change the land designation of the Real Property from P-I (public institutional) to Mixed Use and approval by the Metropolitan Council of the Comprehensive Plan Amendment to delete Cameron Park from the City Park Plan. **These Conditions Precedent must be completed by July 10, 2010.** The City will submit the requests for approvals to the Metropolitan Council as soon as practicable after City approval.

j. Execution of a Development Contract between the City and the Buyer incident to the platting process and the delivery to the City by the Buyer of the letter of credit, inspection fees, planning fees and other cash deposits called for by the Development Contract. **This Condition Precedent must be completed by ~~July 10, 2010~~ May 23, 2011.**

k. The submittals and approvals are subject to Buyer's acceptance. As such, if the approvals contained in this Section 22 are not issued in a manner which Buyer in its sole discretion finds acceptable, Buyer may terminate this Agreement. This condition precedent shall coincide with each date specifically set forth above.

2.3 REMAINING EFFECT OF OTHER PROVISIONS. The other provisions of the Purchase Agreement, as amended by Amendment No. 1, remain in full force and effect.

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

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

**SELLER:
CITY OF INVER GROVE HEIGHTS**

By: _____
George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of February, 2011, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheame to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

BUYER:

George W. Cameron IV

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of February, 2011, before me a Notary Public within and for said County, personally appeared **George W. Cameron IV**, a single person, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Notary Public

THIS INSTRUMENT DRAFTED BY:
Timothy J. Kuntz
LeVander, Gillen, & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-183

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

RESOLUTION NO. _____

**RESOLUTION APPROVING AMENDMENT NO. 2 TO THAT CERTAIN PURCHASE
AGREEMENT BETWEEN THE CITY AND GEORGE CAMERON IV DATED
SEPTEMBER 28, 2009, EXTENDING THE COMPLETION DATES OF THE
CONDITIONS PRECEDENT AS LISTED IN THE PURCHASE AGREEMENT**

WHEREAS, the City of Inver Grove Heights (City) and George W. Cameron IV (Cameron) entered into a Purchase Agreement dated September 28, 2009 (Purchase Agreement), whereby the City agreed to convey to Cameron property commonly known as Cameron Park.

WHEREAS, the Purchase Agreement is contingent upon several Conditions Precedent being met or being waived by the parties, in writing, on or before the respective dates set forth in Section 22 of the Purchase Agreement.

WHEREAS, Cameron and the City amended the Purchase Agreement by entering into an Amendment No. 1 to Purchase Agreement dated January 25, 2010.

WHEREAS, Cameron and the City now desire to further amend the Purchase Agreement by entering into an Amendment No. 2 to Purchase Agreement.

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

1. The City Council hereby approves the attached Amendment No. 2 to Purchase Agreement.
2. The Mayor and Deputy City Clerk are authorized to execute the attached Amendment No. 2 to Purchase Agreement.

Passed this 28th day of February, 2011.

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

GERTEN GREENHOUSES

REQUEST FOR COUNCIL ACTION

CITY OF INVER GROVE HEIGHTS

Meeting Date: February 28, 2011
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider the following actions for property located on the east side of Blaine Avenue at 5500 Blaine Avenue:

- a. An Ordinance amending **Ordinance #946** to Rezone additional land to Commercial Planned Unit Development District and to change the site Plan and allowed uses for a greenhouse expansion.
 - Requires 3/5th's vote.
- b. A Resolution approving a **PUD Amendment** to the Gerten Greenhouse PUD to allow for greenhouse expansion.
 - Requires 3/5th's vote.
 - 60-day Deadline: March 4, 2011 (extended by applicant)
- c. A Resolution approving a **Wetland Replacement Plan** to mitigate a total of 10,509 square feet of wetland through wetland banking.
 - Requires 3/5th's vote.
 - 60-day Deadline: April 4, 2011

This request was presented to Council on January 24, 2011. The item was discussed but was tabled in order to provide more time for the applicant and staff to work out the storm water ponding issues.

Gertens is proposing to add approximately 300,000 square feet of greenhouse on the property on the east side of Blaine. The addition would consist of approximately 250,000 square feet of new greenhouse structure located to the southerly portion of the lot and the remainder would be filling in the gaps between the existing greenhouses. The greenhouse addition would be done in phases over a period of time.

ANALYSIS

Engineering staff has meet with Gertens on two occasions since January 24 to hash out the details. There are solutions to the problem that appear to be acceptable to all parties involved. The City Engineer will be preparing a separate memo explaining the storm water discussions. The City Engineer is working on the language for the conditions of approval and thus the conditions for the PUD amendment plus the memo will be presented under separate cover.

As part of the development plan, the applicant is proposing to fill a wetland along the eastern boundary adjacent to the parking lot of the apartment complex. The wetland is governed under the Wetland Conservation Act and therefore any filling must be mitigated in a form consistent with WCA rules. The applicant has submitted a wetland replacement plan to fill the 10,509 square foot wetland and replace it through the wetland banking system. A required evaluation of the request has been conducted by the Technical Evaluation Panel established by WCA. All

parties find the wetland fill and mitigation acceptable with approval by BWSR for the wetland bank purchase. The application was reviewed by the Environmental Commission on January 27 and they recommended approval of the plan as presented. If Council approves the plan, Gertens must provide proof to BSWR that the wetland bank credits have been purchased and no permits will be issued until this is done. Staff finds the replacement plan acceptable as part of the overall site plan and grading improvements.

RECOMMENDATION

Planning Division: Recommends approval of the ordinance amendment, PUD Amendment Resolution and wetland replacement plan resolution subject to the conditions listed.

Planning Commission: Also recommends approval of the request with the conditions listed and with the added condition that the fencing be installed on the Gerten side (inside) of the landscaping (5-0).

Environmental Commission: Recommends approval of the wetland replacement plan as presented (4-0).

Attachment: Ordinance Amendment
(PUD Resolution will be contained in the Friday Information packet)
Wetland Replacement Plan Resolution
Wetland Replacement Plan Planning Report to Environmental Commission
Environmental Commission Recommendation

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 10 OF THE CITY CODE
RELATED TO THE PLANNED UNIT DEVELOPMENT ZONING DISTRICT
IN THE SOUTHEAST QUADRANT OF HIGHWAYS 52 AND 494**

The City Council of Inver Grove Heights ordains as follows:

SECTION I. Rezoning Land to Planned Unit Development (PUD). Ordinance No. 1190 adopted July 27, 2009, entitled, "AN ORDINANCE ADOPTING THE RECODIFICATION OF THE INVER GROVE HEIGHTS CITY CODE INCLUDING THE CITY ZONING ORDINANCE, is hereby amended to rezone from Comm PUD to Planned Unit Development Zoning District No. 2010-01 the following described property:

See Exhibit A

SECTION II. The Zoning Map of the City of Inver Grove Heights referred to and described in said Ordinance No. 1190 as that certain map entitled "Inver Grove Heights Zoning Map, June 24, 2002", together with all amendments thereto, hereinafter referred to as the "zoning map", shall not be republished to show the aforesaid rezoning, but the Clerk shall appropriately mark the said zoning map on file in the Clerk's Office for the purpose of indicating the rezoning hereinabove provided for in this ordinance and all of the notations, references and other information shown thereon are hereby incorporated by reference and made a part of this ordinance.

SECTION III. Purpose and Intent. The above referenced property is hereby rezoned to Commercial Planned Unit Development Zoning District No. 2010-01, for the purposes of:

- A. Providing the means for greater creativity and flexibility in environmental design than is provided for under the strict application of the existing zoning code while at the same time preserving the health, safety, order, convenience, prosperity and general welfare of the City and its inhabitants.
- B. Recognizing the economic and cultural advantages that will accrue to the residents of a planned community.
- C. Encouraging the preservation and enhancement of desirable site characteristics and open space.
- D. Encouraging a development pattern in harmony with land use density, transportation facilities and community objectives of the comprehensive plan.
- E. Limiting development of tax exempt uses.
- F. Providing incentives and encouraging development that will create a desirable tax base.
- G. Prohibiting uses and developments that could be detrimental to the overall development of the area.

SECTION IV. Findings. In rezoning the above referenced property to Commercial Planned Unit Development No. 2010-01, the City Council has found the following:

- A. That the proposed Commercial Planned Unit Development is consistent with the City’s 2030 Comprehensive Plan.
- B. That the proposed development has been designed as a complete and unified development within its own boundaries in terms of relationship of structures, patterns of circulation, visual character, interrelationship of utilities and drainage infrastructure, and overall architectural theme.
- C. That the proposed layout of land use within the development will result in compatible land uses with present and planned uses in the surrounding area.
- D. That the development is sufficient unto itself on the basis of size, composition, arrangement and the provision of municipal utilities.
- E. That the impacts of the proposed development on municipal services and facilities have been reviewed and that mitigative measures have been identified where needed.
- F. That the impacts of the proposed development on environmental quality and the reasonable enjoyment of surrounding property have been identified, analyzed and mitigative measures identified where needed.
- G. That the existing and proposed layout and land use for Tracts A-D have been heretofore regulated in part by a succession of Conditional Use Permit Resolutions. Resolution No. 4573 was adopted by the City Council on 9/25/89. It was rescinded and replaced on 11/20/89 by Resolution No. 4615, which was rescinded on 8/27/90 and replaced with Resolution No. 4847, which was rescinded on 6/13/94 and replaced by Resolution No. 6055, which was rescinded on 4/10/95 and replaced by Resolution No. 6276, which was rescinded on 2/24/97 and replaced by Resolution No. 6789, which was rescinded on 2/23/98 and replaced by Resolution No. 98-30. This PUD Ordinance now replaces Resolution No. 98-30.

SECTION V. Land Use Regulations. For the above referenced property contained within the Commercial Planned Unit Development District No. 2010-01, the following land use regulations shall apply:

- A. SITE PLAN
 Prior to commencement of any development or issuance of grading or building permits, the City Council shall approve final development plans, including but not limited to: final plat, site plan, grading plan, utility plan, landscape plan, elevation plan, signage plan, lighting plan.

- B. USES
 All development shall be restricted to the following uses:

Parcel No.	Legal Description*	Specific Use
1	Lot 1, Block 1, Bishop Heights	65,000 square foot, 16-screen theater

2	Lot 2/3, Block 1, Bishop Heights	7,400 square foot sit down restaurant
3	Lot 2/3, Block 1, Bishop Heights	36,371 square foot, 89 room motel
4	Lot 4, Block 1, Bishop Heights	25,292 square foot, 63 room motel
5	Lot 5 and part of Lot 4, Bishop Heights	6,163 square foot sit down restaurant
6	Lot 2, Block 2, Bishop Heights	6,500 square foot bank and office building
7	Lot 3, Block 2, Bishop Heights	4,271 square foot gas station convenience store
8	Lot 1, Block 1, Krech's Addition	15,120 square foot drug store
9	Tracts A-D, F	42,000 square foot lawn, garden, floral & nursery retail center (two buildings: 29,400 sf in one, 12,400 sf in other); 307,600 605,000 square feet of greenhouses and nursery buildings; 2,150 sf accessory structures (2 barns) for storage of materials and equipment; nursery fields and nursery field caretaker's residence; outside storage/display of nursery and landscaping stock and materials; nursery and landscaping services**
10	Lot 1, Block 1, Bishop Heights 2 nd Addition	1,710 sf quick service oil change store
11	Lot 1, Block 1, Bishop Heights 3 rd Addition	6,832 sf auto service center store
12	Lots 1-31, Block 1, Blackberry Town Office Park	65,415 net sf townoffice space, 31 units
13	Lot 1, Block 1, Blackberry Town Office Park Second Addition	4,950 gross sf veterinary clinic
14	Lot 1, Block 1, Inver Grove Market	14,009 square feet of general retail, 5,680 square feet of sit-down restaurant, and 1,516 square feet of fast food restaurant (without a drive through window)
15	Lots 6-10, Block 7, Warren and McDowell's Acre Lots No. 2	Rock and Block Yard for Gerten's Greenhouses
16	Lots 1-88, Brentwood Village	80 townhome units
17	Lot 1, Bk 2, Bishop Heights	7,200 sf sit down restaurant
18	Lots 1 & 2, Block 1, Outlot A Brentwood Village Apts.	219 apartment units
19	Outlot B, Bishop Heights	43,400 square foot medical/office building
20	Lot 2, Block 1, Inver Grove Market	5,200 square foot bank building
21	Lot 3, Block 1, Bishop Heights 4 th Addition	9,100 square feet of general retail
22***	Lot 1, Block 1, Bishop Heights 4 th Addition	10,400 square feet of general retail and 5,000 square foot sit-down restaurant
23	Lot 1, Block 1, Scenic Heights Addition	16,000 square foot office condominium
24	Outlot A, Brentwood Hills Apartments	24 multiple family townhome units
25	Lot 2, Block 1, Inver Grove Professional Addition	13,318 square foot office building

* More detailed legal descriptions available in Exhibit A

** Uses on Tracts A-D, **F** shall be governed not only by this ordinance, but also by the conditions found in Resolution No 98-210 and **Resolution 11-XX**.

***Parcel 22 shall be subject to the following conditions:

1. A Joint Parking Agreement affecting the restaurant in Lot 1, Block 1 Bishop Heights 4th Addition between Outlot B, Bishop Heights and Lot 3, Block 1, Bishop Heights 4th Addition. This document must be drafted by the City attorney's office, signed by the land owners, and recorded with the County.
2. If restaurant parking becomes a problem restaurant employees shall park off site at any of the locations listed in the Joint Parking Agreement.

C. PERFORMANCE STANDARDS

All development shall meet the following performance standards. Where a specific standard is not addressed herein, the appropriate land use regulations of the City Code shall apply.

1. Minimum lot width - 100'
2. Setbacks:

	Structures	Parking Lots	Driveways
Upper 55 th St., Blaine Ave. & Cahill Ave	50'	20'	10'
Other Public Streets	30'	20'	10'
Side Yard (adjacent to properties within PUD)	0'	0'	0'
Side Yard (adjacent to properties outside PUD)	30'	10'	10'

Internal private driveways (setbacks to be approved with final development plan).

3. Maximum Building Height:
 - a. Principal Structures - 35'
 - b. Accessory Structures - 30'
 - c. Greater building height shall be allowed by conditional use permit subject to City Code Section 515.59, Subd 10.
4. Minimum Open Space shall be 25% of lot area, with the lot area to be determined by the City. Ponding or steep slopes (in excess of 18%) shall not exceed 10% of the total lot area for purposes of this computation.
5. Parking/Circulation Requirements:
 - (a) All open off-street parking and loading areas shall have a perimeter continuous concrete curb barrier around the entire lot.
6. Landscaping, Signage and Architecture:

Development of all lots in Bishop Heights shall be in conformance with the design manual on file in the City Offices entitled Design Guidelines, Bishop Heights and Kerasotes Theaters, Inc., Planned Unit Development, Inver Grove Heights, dated June 23, 1997 and prepared by Damon Farber Associates and Abend Singleton Associates.

Development of all lots in Krech's Addition shall be in conformance with the Cahill Corridor Master Plan and those portions of the Design Guidelines, Bishop Heights and Kerasotes Theaters, Inc., Planned Unit Development, Inver Grove Heights which the City finds appropriate.

Development of Tracts A-D, as described in Exhibit A, shall be in conformance with those portions of the design manual on file in the City Offices entitled Design Guidelines, Bishop Heights and Kerasotes Theaters, Inc., Planned Unit Development, Inver Grove Heights which the City finds appropriate.

Development of all lots shall also be in conformance with the City landscape policy.

D. GENERAL PROVISIONS

All development, except Tracts A-D, shall meet the following general provisions. All development which occurs on Tracts A-D in accordance with Resolution No. 98-210, and which has occurred prior to the effective date of this Ordinance, shall not be required to meet General Provisions 1, 2, 3, 4, 5, 6 and 9. Where a specific provision is not addressed herein, the appropriate land use regulation of the City Code shall apply.

1. Loading Areas:

Loading and unloading areas shall be in compliance with the following:

- a. Any use which the City believes requires the provision of designated spaces for the loading, unloading or parking of trucks or semi-trailers shall provide such spaces and maneuvering area in the number and configuration which shall be deemed necessary by the City to prevent interference with the use of the public right-of-way and with vehicles entering onto or exiting from the public right-of-way.
- b. Screening shall be provided in accordance with provisions of Paragraph 2, below, of this Section.

2. Screens and Buffers:

- a. Definition and Purpose: Screens and buffers are designated yards or open areas where distance, planting, berming and fencing help minimize adverse impacts of public nuisances, such as: noise, glare, activity or dust; which are sometimes associated with parking, storage, signs or buildings.
- b. Screens and Buffer Requirements:
 - (i) All parking, loading, service, utility and outdoor storage areas shall be screened from all public streets and adjacent differing land use by a combination of any of the following: earth mounds, walls, fences, shrubs, deciduous overstory or coniferous trees or hedge materials. The height and depth of the screening shall be consistent with the height and size of the area to be screened. When natural materials, such as trees or hedges, are used to meet the screening requirements of this Paragraph, density and species of planting shall be such as to achieve seventy-five percent (75%) opacity year round at maturity.
- c. All plant materials required within a specified buffer yard shall be planted to completion within six (6) months from the date of issuance of a building permit unless otherwise approved by the City due to the time of the year or construction for a large

project. In no case shall the period exceed six (6) months from issuance of the certificate of occupancy.

3. Building Design Requirements:

a. Design Supervision by Architect: An architect shall be required for the construction of all buildings. The building plan, including site plan for such a building, shall be certified by an architect, registered by the State of Minnesota, stating that the individual personally viewed the site and has designed the building to fit the site as planned and to be harmonious with the adjacent buildings, topography and natural surroundings and in accordance with the purposes and objectives of this Chapter. This requirement shall not prohibit the preparation of the site by a professional site designer, or the landscape plan by a professional landscape architect or certified nurseryman.

b. Exterior Vertical Surface Design for Commercial Structures: All exterior vertical surfaces of any principal or accessory structure shall have an equally attractive or the same fascia as the front. At least 50% of the exterior vertical surface shall consist of one or a combination of the following or similar materials: brick veneer; sculptured, textured or concrete block or panels; natural wood siding; steel, aluminum or vinyl lap siding; natural stone or glass.

4. Site Design and Development Requirements:

a. Landscaping shall be in accordance with the provisions of the "Performance Standards" Section of this Planned Unit Development.

b. Interior curbs shall be constructed within the property to separate driving and parking surfaces from landscaped areas. Interior curbs required by this Section shall be Portland cement concrete construction.

c. Surfaced walkways shall be provided from parking, loading and recreational areas to the entrances of buildings.

d. All interior driveways, parking areas, and loading areas, etc. shall be of blacktop or concrete construction.

e. No exterior trash or garbage disposal or incineration shall be permitted. Any exterior storage shall be enclosed within a container and such container shall be completely screened by a wall or equivalent visual screen and shall be attached to the principal structure and be constructed of the same building material.

f. On-site lighting shall be provided as is necessary for security, safety and traffic circulation. Lighting shall not be directed upon public rights-of-way or adjacent properties. Such illumination shall be indirect and diffused.

g. Prior to the issuance of building permits, fire lanes shall be provided and identified as required by the City Fire Marshal.

5. Mechanical Equipment Screening:

All mechanical equipment possessing one or more of the following characteristics shall be physically screened, to the extent feasible, from all public streets and adjacent land

uses with either natural or artificial materials in a manner architecturally compatible to the building(s) on the site. Said screening shall pertain to, but not be limited to, exposed and/or protruding fans, grills, tubes, wires, vents, unfinished metal covering, exposed rivets and exposed seams.

6. Sidewalks, Trails and Pedestrian Walkways:

a. Sidewalks, trails and pedestrian walkways shall be provided and maintained in accordance with the Comprehensive Plan.

b. As a minimum, a pedestrian sidewalk and/or minimum eight (8) foot wide bituminous trail shall be provided by the developer or land owner along the north side of Upper 55th Street and an eight (8) foot wide bituminous trail along the west side of Blaine Avenue.

c. The developer shall install six (6) foot wide concrete sidewalks along both sides of Bishop Avenue and along both sides of the public roadway connecting Bishop Avenue and Blaine Avenue.

d. An interior pedestrian circulation; plan shall be submitted with each development for approval by the City.

7. Site Plan and Building Permit Review:

To ensure uniform development throughout the planned unit development area and development that is consistent with the provisions herein, all site and building plans required for building permits, grading permits, excavation permits or other similar permits issued by the City must be found by the Director of Community Development or assigns to be consistent with the approved PUD Plans, the provisions of this Ordinance, the Development Contract and all other applicable sections of the City Code.

8. Traffic:

The forecasted p.m. peak hour traffic generated by the developments shall not exceed:

Lot	Parcel #	Trips
Lot 1, Block 1, Bishop Heights	1	177
Parcel A, Bishop Heights (Described in Exhibit A)	2	72
Parcel B, Bishop Heights (Described in Exhibit A)	3	83
That part of Lot 4, Block 1, Bishop Heights described in Exhibit A.	4	38
Lot 5, Block 1, Bishop Heights and that portion of Lot 4 described in Exhibit A.	5	78
Lot 2, Block 2, Bishop Heights	6	120
Lot 3, Block 2, Bishop Heights	7	180
Lot 1, Block 1, Krech's Addition	8	116
Tracts A-D, <u>F</u> as described in Exhibit A	9	208
Lot 1, Block 1, Bishop Heights 2 nd Addition	10	18
Lot 1, Block 1, Bishop Heights 3 rd Addition	11	28
Lots 1-31, Block 1, Blackberry Town Office Park	12	141
Lot 1, Block 1, Blackberry Town Office Park Second Addition	13	20
Lot 1, Inver Grove Market	14	148
Lots 6-10, Block 7, Warren and McDowell's Acre Lots No. 2	15	40
Lots 1-88, Brentwood Village	16	43
Lot 1, Bk 1, Bishop Heights	17	78
Lots 1 & 2, Bk 1, Brentwood Village Apartments	18	136
Outlot B, Bishop Heights	19	146
Lot 2, Inver Grove Market	20	205
Lot 3, Block 1, Bishop Heights 4 th Addition	21	34
Lot 1, Block 1, Bishop Heights 4 th Addition	22	126
Lot 1, Block 1, Scenic Heights Addition	23	23
Outlot A, Brentwood Hills Apartments	24	19
Lot 2, Block 1, Inver Grove Professional Addition	25	20

The trips have been determined by the City using national or state traffic generation studies or reports prepared by engineering professionals, including the Trip Generation Report, prepared by the Institute of Transportation Engineers. This determination is being made by the City at the time of final development plan approval. Any change which effects the site plan or uses, as approved in Section V, A and B, including an increase in building size, shall require a redetermination by the City of forecasted p.m. peak hour trips, and shall not exceed the number of trips, as hereby approved.

9. Maintenance Agreements:

Contemporaneous with recording the plat of Bishop Heights, the owners of Lots 1,2,3, Block 1; Lots 1,2,3, Block 2, Bishop Heights, shall execute a stormwater maintenance agreement, a landscape maintenance agreement, and a street light maintenance agreement, in a form to be approved by the Director of Public Works, the Director of Community Development, and the City Attorney.

SECTION VI. The effective date of the Planned Unit Development Zoning District No. 2010-01 as amended shall be from and after publication of this Ordinance pursuant to City Code Section 110.03 Subd. 5. The Planned Unit Development shall be designated on the official City Zoning Map as "Planned Unit Development No. 2010-01" upon approval of the rezoning by the City Council.

THIS ORDINANCE NO. _____ RESTATES AND AMENDS ORDINANCE NOS. 891, 912, 915, 928, 946, 968, 976, 977, 985, 1022, 1056, 1058, 1062, 1064, 1074, 1101, 1106, 1112, 1133, 1135, 1136 and 1187.

The City Deputy Clerk is hereby authorized and directed to record a certified copy of this ordinance at the Dakota County Recorder's Office.

This ordinance shall be in full force and effect from and after its publication according to law.

Enacted and ordained into an Ordinance this _____ day of _____, 2010.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

EXHIBIT A

Parcel No.	Legal Description
1	Lot 1, Block 1, Bishop Heights, Dakota County, Minnesota
2	That part of Block 1, Lots 2 and 3, Bishop Heights, Dakota County, Minnesota which lies northerly and northeasterly of the following described line: Commencing at the northwest corner of said Lot 2; thence South 21 degrees 15 minutes 20 seconds East, bearing assumed, along the southwesterly line of said Lot 2 a distance of 24.16 feet to the point of beginning of the line to be described; thence South 89 degrees 25 minutes 07 seconds East 155.57 feet; thence South 0 degrees 34 minutes 53 seconds West 39.02 feet; thence South 20 degrees 40 minutes 09 seconds East 22.52 feet; thence South 89 degrees 25 minutes 07 seconds East 62.64 feet; thence South 0 degrees 34 minutes 53 seconds West 30.00 feet; thence South 89 degrees 25 minutes 07 seconds East 90.00 feet; thence South 0 degrees 34 minutes 53 seconds West 30.00 feet; thence South 89 degrees 25 minutes 07 seconds East 191.65 feet; thence South 76 degrees 45 minutes 56 seconds East 29.75 feet more or less to the westerly right of way line of Bishop Avenue, and there terminating.
3	That part of Block 1, Lots 2 and 3, Bishop Heights, Dakota County, Minnesota which lies southerly and southwesterly of the following described line: Commencing at the northwest corner of said Lot 2; thence South 21 degrees 15 minutes 20 seconds East, bearing assumed, along the southwesterly line of said Lot 2 a distance of 24.16 feet to the point of beginning of the line to be described; thence South 89 degrees 25 minutes 07 seconds East 155.57 feet; thence South 0 degrees 34 minutes 53 seconds West 39.02 feet; thence South 20 degrees 40 minutes 09 seconds East 22.52 feet; thence South 89 degrees 25 minutes 07 seconds East 62.64 feet; thence South 0 degrees 34 minutes 53 seconds West 30.00 feet; thence South 89 degrees 25 minutes 07 seconds East 90.00 feet; thence South 0 degrees 34 minutes 53 seconds West 30.00 feet; thence South 89 degrees 25 minutes 07 seconds East 191.65 feet; thence South 76 degrees 45 minutes 56 seconds East 29.75 feet more or less to the westerly right of way line of Bishop Avenue, and there terminating
4	Lot 4, Block 1, Bishop Heights, except that part lying south of the following described line: Commencing at the northwest corner of said Lot 4, thence southeasterly along the westerly line of said Lot 4 on an assumed bearing of South 21 degrees 15 minutes 20 seconds East 107.57 feet to the point of beginning of the line to be described; thence North 68 degrees 44 minutes 40 seconds East, a distance of 80.50 feet; thence South 21 degrees 15 minutes 20 seconds East, a distance of 17.04 feet; thence South 18 degrees 58 minutes 24 seconds East a distance of 65.59 feet; thence North 89 degrees 59 minutes 25 seconds East a distance of 216.22 feet; thence North 37 degrees 12 minutes 54 seconds East 28.52 feet; thence North 89 degrees 25 minutes 20 seconds East, a distance of 47.10 feet more or less to the Easterly line of Lot 4 and there terminating.
5	Lot 5, Block 1, Bishop Heights and that part of Lot 4, Lot 1, Bishop Heights lying south of the following described line: Commencing at the northwest corner of said Lot 4, thence southeasterly along the westerly line of said Lot 4 on an assumed bearing of South 21 degrees 15 minutes 20 seconds East 107.57 feet to the point of beginning of the line to be described; thence North 68 degrees 44 minutes 40 seconds East, a distance of 80.50 feet; thence South 21 degrees 15 minutes 20 seconds East, a distance of 17.04 feet; thence South 18 degrees 58 minutes 24 seconds East a distance of 65.59 feet; thence North 89 degrees 59 minutes 25 seconds East a distance of 216.22 feet; thence North 37 degrees 12 minutes 54 seconds East 28.52 feet; thence North 89 degrees 25 minutes 20 seconds East, a distance of 47.10 feet more or less to the Easterly line of Lot 4 and there terminating.
6	Lot 2, Block 2, Bishop Heights
7	Lot 3, Block 2, Bishop Heights
8	Lot 1, Block 1, Krech's Addition
9	Tract A, described as: The East Half of the Southwest Quarter of the Northeast Quarter; and the North 270 feet of the East Half of the Northwest Quarter of the Southeast Quarter, Section 33, Township 28, Range 22, according to the U.S. Government Survey thereof, Dakota County, Minnesota.

Tract B, described as:

Parcel 1: Lots 8 through 23, Block 3, Edgewood Addition to South St. Paul, Dakota County, Minnesota, the vacated alley in said Block 3, and that part of Boyd Avenue (formerly Hamilton Avenue) accruing thereto by reason of the vacation thereof, which lies South of the tract shown as parcel 240B on the plat designated as Minnesota Department of Transportation Right of Way Plat Numbered 19-46 on file and of record in the office of the County Recorder in and for Dakota County, Minnesota, and as said plat has been corrected by Certificate of Correction filed for record with said County Recorder on the 4th day of November 1982, at 9:00 a.m., as Document No. 610751;

Parcel 2: Block 4, Edgewood Addition to South St. Paul, Dakota County, Minnesota including the alley in said Block 4 and that part of Boyd Avenue (formerly Hamilton Avenue) accruing thereto by reason of the vacation thereof, Except that part of Lots 1 through 8 inclusive and Lots 23 through 30 inclusive, in said Block 4, and that part of the alley in said Block 4 and that part of vacated Boyd Avenue (formerly Hamilton Avenue) accruing thereto by reason of the vacation thereof, shown as Parcel 240A on the plat designated as Minnesota Department of Transportation Right of Way Plat Numbered 19-46 on file and of record in the office of the County Recorder in and or Dakota County, Minnesota, and as said plat has been corrected by Certificate of Correction filed for record with said County Recorder on the 4th day of November 1982, at 9:00 a.m., as Document No. 610751.

Tract C, described as:

Parcel 1: Lots 3, 6, 7 and the westerly 60 feet of Lot 2, Block 8, Warren and McDowell's Acre Lots No. 2, according to the plat thereof on file and of record in the office of the office of the Register of Deeds in and for Dakota County, Minnesota, except that part shown as Parcel 233B on the plat designated as Minnesota Department of Transportation Right of Way Plat Numbered 19-46 on file and of record in the office of the County Recorder in and for Dakota County, Minnesota, except the existing Right of Way of Trunk Highway 110. Torrens Property, Torrens Certificate No. 32372

Parcel 2: Lot 1 and Lot 2 less the westerly 60 feet thereof, Block 8, Warren and McDowell's Acre Lots No. 2, according to the plat thereof on file and of record in the office of the Register of Deeds in and for Dakota County, Minnesota, except that part shown as Parcel 233C on the plat designated as Minnesota Department of Transportation Right of Way Plat Numbered 19-46 on file and of record in the office of the County Recorder in and for Dakota County, Minnesota, and except the existing Right of Way of Trunk Highway 110. Torrens Property, Torrens Certificate No. 101901.

Parcel 3: Lots 4, 5, 8, 9 and 10, Block 8, Warren and McDowell's Acre Lots No. 2, according to the plat thereof on file and of record in the office of the Register of Deeds in and for Dakota County, Minnesota, except that part shown as Parcel 233A on the plat designated as Minnesota Department of Transportation Right of Way Plat Numbered 19-46 on file and of record in the office of the County Recorder in and for Dakota County, Minnesota, and except the existing Right of Way of Trunk Highway 110. Torrens Property, Torrens Certificate No. 101902.

Tract D, described as:

Lots 3, 4, 5, 26 and 27, Block 3, Glenwood, Dakota County, Minnesota, according to the recorded plat hereof, in Dakota County, Minnesota.

Insert Revised Tract F Description

10	Lot 1, Block 1, Bishop Heights 2 nd Addition
11	Lot 1, Block 1, Bishop Heights 3 rd Addition

12	Lots 1-31, Block 1, Blackberry Townoffice Park
13	Lot 1, Block 1, Blackberry Town Office Park Second Addition
14	Lot 1, Inver Grove Market
15	Lots 6, 7, 8, 9 and 10, Block 7, Warren and McDowell's Acre Lots No. 2, according to the plat thereof on file and of record in the office of the Register of Deeds in and for Dakota County, Minnesota, except that part shown as Parcel 333 on the plat designated as Minnesota Department of Transportation Right of Way Plat Numbered 19-46 on file and of record in the office of the County Recorder in and for Dakota County, Minnesota.
16	Lots 1-88, Brentwood Village
17	Lot 1, Block 2, Bishop Heights
18	Lots 1 & 2, Bk 1, Outlot A, Brentwood Village Apartments
19	Outlot B, Bishop Heights
20	Lot 2, Block 1, Inver Grove Market
21	Lot 3, Block 1, Bishop Heights 4 th Addition
22	Lot 1, Block 1, Bishop Heights 4 th Addition
23	Lot 1, Block 1, Scenic Heights Addition
24	Outlot A, Brentwood Hills Apartments
25	Lot 2, Block 1, Inver Grove Professional Addition

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING A WETLAND REPLACEMENT PLAN APPLICATION
FOR THE IMPACT AND REPLACEMENT OF WETLANDS
ON PROPERTY LOCATED NORTH OF UPPER 55TH STREET, EAST OF BLAINE AVENUE**

**CASE NO. 10-39W
(Gerten Greenhouses)**

WHEREAS, a complete Wetland Replacement Plan Application ("The Application") was submitted to the City for property legally described as follows:

Real property in Dakota County, State of Minnesota, described as:

That property referred to as Tract F, described as: The East Half of the Northwest Quarter of the Southeast Quarter of Section 33, Township 28, Range 22, except the North 270 feet thereof lying Northerly of the Southerly right-of-way of Dakota County Road No. 18 except that part described as follows: Commencing at the Southwest corner of the Northwest Quarter of the Southeast Quarter of Section 33, Township 28, Range 22 West; thence on an assumed bearing of North 89 degrees 50 minutes 28 seconds East along the South line of said Northwest Quarter of the Southeast Quarter a distance of 657.07 feet to the Southwest corner of the East Half of the Northwest Quarter of the Southeast Quarter and said point being the point of beginning; thence North 0 degrees 07 minutes 49 seconds West along the West line of said East Half of the Northwest Quarter of the Southeast Quarter a distance of 58.51feet; thence North 83 degrees 29 minutes 34 seconds East, 197.77 feet; thence South 6 degrees 30 minutes 26 seconds East a distance of 80.88 feet to the South line of said East Half of the Northwest Quarter of the Southeast Quarter; thence South 89 degrees 50 minutes 28 seconds West along said South line a distance

of 205.52 feet to the point of beginning, except that part previously acquired for County Road No. 18 (a/k/a Upper 55th Street).

WHEREAS, "The Application" requested City approval of a wetland impact and replacement plan that involved the filling of 10,509 square feet of wetlands and replacement with 21,018 square feet of new wetland;

WHEREAS, copies of "The Application" were distributed to the following agencies for review and comment: Dakota County Soil & Water Conservation District; Minnesota Board of Water & Soil Resources; Department of Natural Resources Regional Office, DNR Wetlands Coordinator; Department of the Army, Corps of Engineers, St. Paul District; and the Lower Mississippi River WMO; and

WHEREAS, written and oral comments were received at, before and after the public comment period concerning "The Application", record of the comments being found in the file for Case No. 10-39W;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, "The Application" is considered compliant with the Minnesota Wetland Conservation Act and is hereby approved with the following conditions:

1. Prior to the issuance of any permits for construction or grading on site impacting the wetland, the City (LGU) shall receive written confirmation from BWSR that the wetland credits proposed for use have been officially withdrawn from the wetland bank.

Passed this _____ day of _____, 2011.

AYES: _____

NAYS: _____

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

P L A N N I N G R E P O R T
CITY OF INVER GROVE HEIGHTS

REPORT DATE: January 18, 2011

CASE NO: 10-39W

APPLICANT: Gerten Greenhouses

PROPERTY OWNER: Gerten Greenhouses

REQUEST: Approval of a Wetland Replacement Plan

MEETING DATE: January 27, 2011

LOCATION: 5500 Blaine Avenue

COMPREHENSIVE PLAN: RC, Regional Commercial

ZONING: PUD, Bishop Heights Planned Unit Development

REVIEWING DIVISIONS: Planning
WCA TEP

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

Gerten Greenhouses has submitted an application to construct additional greenhouses over existing growing fields located just south of the existing buildings. There will be approximately 250,000 square feet of new greenhouses that would be constructed in phases over time. There is an existing wetland that would be impacted by the greenhouse construction. Gertens is proposing to fill the wetland and replace the wetland with banking credits. Based on the type of wetland, a 2:1 replacement is required. The land use portion of the request is currently being heard by the City Council.

One of the tasks of the Environmental Commission is to review wetland replacement plans and make recommendation to the City Council. The wetland replacement plan was submitted as a separate application and therefore would be reviewed by the City Council separately from the approval of the greenhouse expansion.

EVALUATION OF THE REQUEST

The submitted plans show the greenhouse expansion and paved access road around the new greenhouses that would be connected to the existing greenhouses. The greenhouses would be constructed over existing growing fields. The greenhouses are being proposed to provide protection of the growing fields from the elements.

A wetland delineation was done for the site in 2010 and it indicated three wetlands on site. Wetland #3 would be impacted with this application (see attached wetland permit application).

A historical aerial review was done by representatives from BSWR and DCSWCD which indicated that Wetland #3 has been impacted over time. More water has been directed to the wetland over time and its volume has increased. The wetland was also impacted and partially reconstructed as part of the Blackberry Apartment construction project approximately 10 years ago. Based on these historical factors, the Wetland Conservation Act (WCA) Technical Evaluation Panel determined that the character of the wetland has changed over time and filling the wetland would be an acceptable alternative.

Based upon a wetland volume and boundary determination that was acceptable to the WCA TEP, a total of 10,509 square feet of wetland would be filled. Based on the type of wetland, a 2:1 replacement would be required. The applicant is proposing to purchase wetland credits equal to wetland replacement of 21,018 square feet. An application for wetland bank credits has been applied for by the applicant. Wetland banking is a process that is reviewed and approved by BSWR.

A notice of wetland application was processed and distributed on December 6, 2010. Comments have been received by the technical evaluation panel members from Minnesota Board of Water and Soil Resources and Dakota County Soil and Water Conservation District. The City Planner is also on the TEP. The panel finds that all requirements of the wetland conservation act have been addressed and recommend approval of the wetland replacement.

The Engineering Department has reviewed storm drainage and ponding requirements for the greenhouse expansion. With the removal of the wetland, some on-site storage is lost. A new storm drainage pond would be constructed in the southeast corner of the property along Upper 55th Street and Blackberry Trail. This pond, along with other improvements is intended to address storm water for the expansion.

ALTERNATIVES

The Environmental Commission has the following actions available on the following requests:

- A. Approval.** If the Environmental Commission finds the application to be acceptable, the following action should be taken:
- Recommend Approval of the **Wetland Replacement Plan** as proposed with the following conditions:
 1. The City must receive confirmation from BWSR that the wetland credits proposed for use have been officially withdrawn from the bank prior to issuance of any building or grading permits associated with any grading work on-site.

- B. Denial.** If the Environmental Commission does not favor the proposed application the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

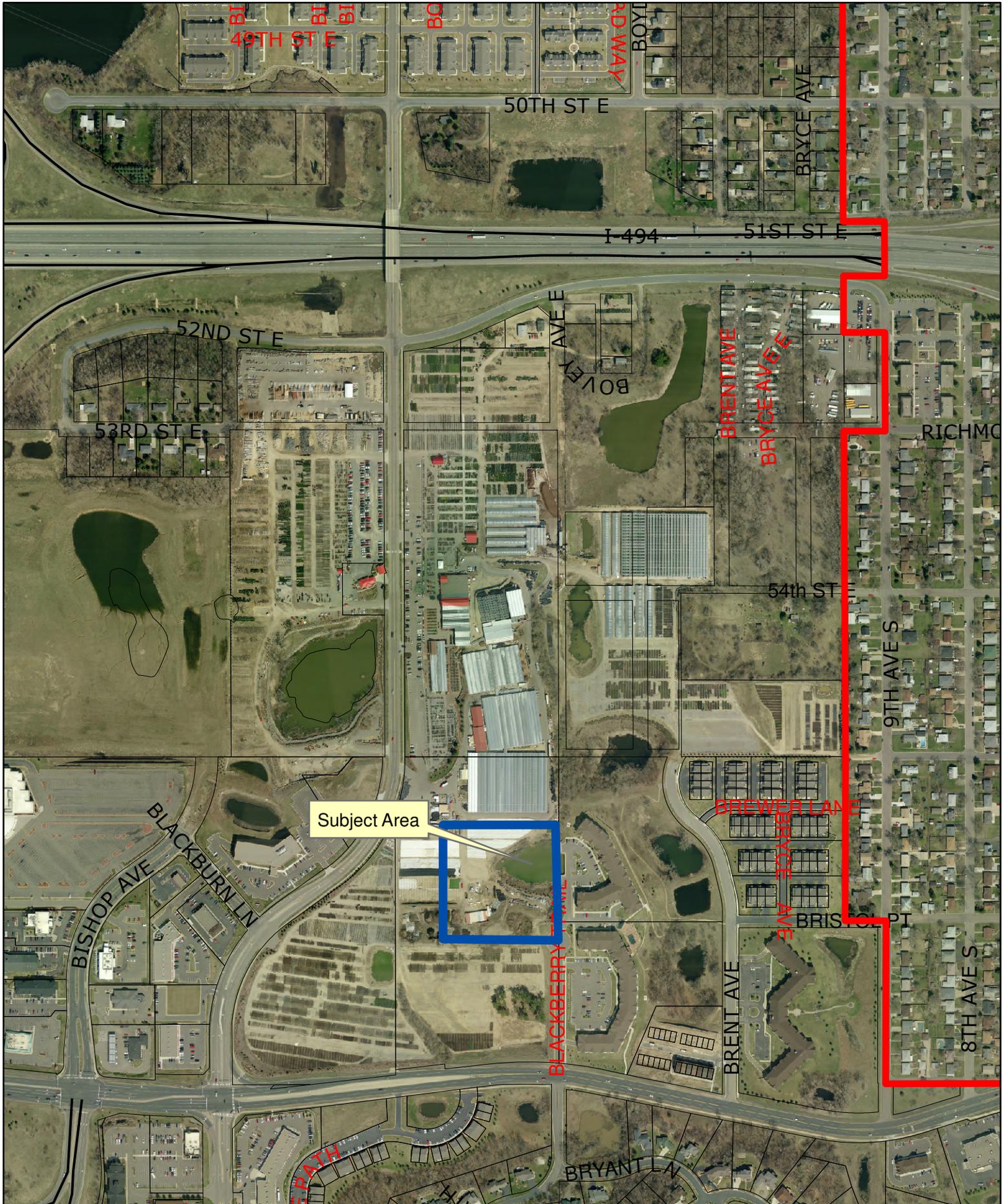
RECOMMENDATION

City Staff, as part of the WCA Technical Evaluation Panel, recommends approval of the wetland replacement with the conditions listed.

Attachments: Location Map
Wetland Permit Application



Gerten Greenhouses Aerial Map



Gertens Greenhouse Expansion

Inver Grove Heights, Minnesota

Wetland Permit Application

Prepared for
Gertens

by
Kjolhaug Environmental Services Company, Inc.
(KES Project No. 2010-017)

November 10, 2010

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- Figure 2 – 2009 Aerial Photograph
- Figure 3 – Wetland Survey
- Figure 4 – Proposed Grading Plan

Appendices:

- Appendix A – Joint Application Forms
- Appendix B – Incidental Wetland Notice of Decision
- Appendix C – MNRAM Results
- Appendix D – Wetland Banking Forms

Gertens Greenhouse Expansion

Wetland Permit Application

I. INTRODUCTION

Gertens is proposing to expand an existing greenhouse building located in Inver Grove Heights, Minnesota. The proposed project involves grading to construct an approximately 5-acre greenhouse. The greenhouse house will be bordered on the south and east by a 30-ft bituminous drive isle that will have curb and gutter. Stormwater will be directed to a newly constructed stormwater pond/infiltration basin located in the southeast corner of the site.

As proposed, the project requires 10,509 square feet of fill within an isolated, Type 5 deep, open-water wetland. Impacts are proposed for replacement via the purchase of wetland bank credits.

The following text provides a brief site description and history, a sequencing discussion, and a wetland replacement plan. Figures and appendices referenced in the application are included. The Minnesota Local/State/Federal Application Forms for Water/Wetland Projects is included as **Appendix A**.

II. SITE DESCRIPTION

The subject property was located in Section 33, Township 28N, Range 22W, City of Inver Grove Heights, Dakota County, Minnesota. More specifically, the project boundaries were located east of Blaine Ave, south of 52nd Street East, and north of Blackbird Trail (**Figure 1**). The site consisted of a large plant/tree/shrub nursery and landscaping store. Retail buildings, greenhouses, and outdoor plant irrigations areas were found throughout (**Figure 2**).

Three (3) wetlands (**Figure 3**) were identified and delineated within project boundaries on April 14, 2010 by Kjolhaug Environmental Services, Inc. (KES). The delineated wetlands are described in the Wetland Delineation Report previously provided. Wetland boundaries were reviewed and approved in the field by Alan Hunting of the City of Inver Grove Heights.

In October 2010, Kjolhaug Environmental Services submitted documentation to support an Incidental Wetland Determination for portions of Wetland 3. A Notice of Decision (NOD) for this application was approved on October 8, 2010 (**Appendix B**). The NOD states that 41,540 square feet of Wetland 3 is incidental wetland, with the remaining 10,509 square feet of Wetland 3 still regulated under WCA.

III. SEQUENCING DISCUSSION

The following discussion addresses wetland avoidance, impact minimization, impact reduction and elimination over time, and replacement in compliance with Minnesota Wetland Conservation Act (WCA) requirements. Specifically, the sequencing discussion includes a summary of plan alternatives considered and changes made to the plan to minimize wetland impacts.

All avoidance and minimization options considered met the following goals for the development:

1. Minimize direct, indirect, and long-term impacts to wetlands on the site.
2. Provide adequate stormwater treatment to meet NPDES and City requirements.
3. Provide sufficient greenhouse space for landscape operations.
4. Provide a drive isle for delivery trucks and Gertens landscape vehicles.

The following alternatives were evaluated within the criteria and constraints described above.

Wetland Avoidance

Per WCA guidelines, wetland avoidance alternatives evaluated included no-build and alternate project designs that avoid all wetland impacts.

The *no-build alternative* would avoid direct impacts to the historic area of Wetland 3, but would not allow the applicant to effectively utilize the site for landscape nursery operations. A greenhouse expansion represents safe and efficient use of available property, while abandoning the proposed project fails to meet the goals of the owner.

A greenhouse expansion is consistent with current land use because the site is already used for landscape nursery purposes. Additionally, existing land within the proposed greenhouse expansion area is already highly modified. For these reasons, the no-build alternative was rejected.

An *alternative project design* that completely avoids the historic area of Wetland 3 is not feasible. As designed (**Figure 4**), the new greenhouse will be constructed immediately adjacent to an existing greenhouse to the north. This design also allows for a drive lane to be constructed around the perimeter of the new greenhouse. The drive isle will connect with an existing drive isle along the east side of the existing greenhouse. The drive lane is necessary for large delivery trucks and Gertens landscape vehicles that cannot turn around or have difficulty backing up.

Secondly, an alternative design that completely avoids the historic area of Wetland 3 would eliminate most of the wetland's watershed. The watershed of Wetland 3 has already been reduced by the construction of an apartment complex with curb and gutter parking area along its eastern boundary. The addition of curb and gutter along the drive

isle, along with the redirecting of stormwater from greenhouse rooftops to an infiltration basin would further reduce the wetland's watershed – thus reducing wetland hydrology.

Because an alternate design that completely avoids wetland impacts was not available to meet the applicant's goal and ensure long-term viability of the wetland, it was determined that prudent and feasible alternative designs that completely avoid impacts to wetlands do not exist within the context of the scope of the development, project goals, and site constraints.

Sequencing Flexibility & Section 404 Flexibility

The proposed impact to Wetland 3 can be justified in part by sequencing flexibility (WCA) and Section 404(b)(1) flexibility guidance (Army Corps of Engineers).

According to Minnesota Rules 8420.0520 (Sequencing), the local governmental unit must not approve a wetland replacement plan unless the local government unit finds that the activity impacting a wetland complies with all of the followings principles in descending order or priority:

- A. avoids direct or indirect impacts that may destroy or diminish the wetland under the criteria in Subpart 3;
- B. minimizes impacts by limiting the degree or magnitude of the wetland activity and its implementation under the criteria in Subpart 4;
- C. rectifies impacts by repairing, rehabilitating, or restoring the affected wetland under the criteria in Subpart 5;
- D. reduces or eliminates impacts over time by operating the project in a manner that preserves and maintains the remaining wetland under the criteria in Subpart 6;
- E. replaces unavoidable impacts by restoring, if wetland restoration opportunities are not reasonably available, creating replacement wetland area having equal or greater public value as provided for in Parts 8420.0500 and 8420.0522 to 8420.0528.

Per 8420.0520 Subp.7a.A, flexibility in application of the sequencing steps by the applicant and allowed at the discretion of the local government unit, subject to the conditions in item B, as determined by the local government unit, if:

- 1. the wetland to be impacted has been degraded to the point where replacement of it would result in a certain gain in function and public value;
- 2. avoidance of a wetland would result in severe degradation of the wetlands ability to function and provide public value, for example, because of surrounding land uses, and the wetland's ability to function and provide public value cannot reasonably be maintained through implementation of best management practices, land use controls, or other mechanisms;;
- 3. the only feasible and prudent upland site available for the project or replacement has greater ecosystem function and public value than the wetland;
- 4. the wetland is a site where human health and safety is a factor.

Per Minnesota Rules 8420.0520, Subpart 7a.B, Flexibility in the order and application of sequencing standards must not be implemented sequencing unless alternatives have been considered and the proposed replacement wetland is certain to provide equal or greater public value as determined based on a functional assessment reviewed by the technical evaluation panel using a methodology approved by the board.

Item 2 applies to the historic area of Wetland 3. This wetland is a depression that receives its primary source hydrology via surface runoff. Physically avoiding the wetland and constructing around it would result in secondary impacts to the wetland due to the removal and redirection of surface runoff into an infiltration basin.

Additionally, a functional assessment has shown that the proposed replacement wetland will provide equal or greater public value than the impacted wetland as explained below.

MnRAM Functional Assessment

A MnRAM 3.2 functional analysis was completed for Wetlands 3 and the proposed replacement wetland (**Appendix C**). The replacement wetland (Wild Meadows Wetland Bank) scored medium and high for all functions while Wetland 3 functions rated low with the exception of medium ratings for flood attenuation, downstream water quality, and amphibian habitat (see **Table 1** below).

According to the analysis, the replacement wetland would represent an increase in vegetative diversity/integrity, characteristic hydrology, wetland water quality, wildlife habitat structure, and aesthetics/recreation/education/cultural functions compared to existing Wetland 3.

Table 1. MnRAM 3.2 Analysis Results

<i>Function Name</i>	<i>Wetland 3</i>	<i>Bank Wetland</i>
Veg Diversity/Integrity	<i>Low</i>	<i>Medium</i>
Hydrology – Characteristic	<i>Low</i>	<i>High</i>
Flood Attenuation	<i>Medium</i>	<i>Medium</i>
Water Quality – Downstream	<i>Medium</i>	<i>Medium</i>
Water Quality – Wetland	<i>Low</i>	<i>High</i>
Wildlife Habitat Structure	<i>Low</i>	<i>High</i>
Fish Habitat	<i>N/A</i>	<i>N/A</i>
Amphibian Habitat	<i>Medium</i>	<i>High</i>
Aesthetics/Recreational/....	<i>Low</i>	<i>High</i>

Based on this MnRAM analysis, the proposed replacement wetland represents an overall increase in wetland functions and values compared to the existing wetland. ***Therefore, proposed impact to Wetland 3 should be allowed within the context of WCA sequencing flexibility.***

Because Wetland 3 is an isolated wetland, Section 404 Flexibility does not apply.

Wetland Impact Minimization

The entire area of historic Wetland 3 has already been impacted; therefore wetland impact minimization does not apply.

Wetland Impact Rectification

No temporary impacts are proposed with this plan. Impact rectification does not apply.

Wetland Impact Reduction or Elimination Over Time

No portion of Wetland 3 will remain after project completion; therefore wetland impact reduction of elimination over time does not apply.

Summary of Proposed Impacts

The proposed plan (**Figure 4**) will result in 10,509 square feet of unavoidable fill within a deep water, Type 5 wetland.

Replacement Requirement

Because the site is already highly modified and developed, the existing wetland impact is proposed for replacement via the purchase of credits from a wetland bank. According to Minnesota Rules 8420.0522, Subpart 4A(1) the replacement ratio is 2.5 replacement credits for each acre of wetland impacted. The replacement ratio may be reduced by 0.5:1 when the replacement consists of withdrawal of available credits from an approved wetland bank within the same bank service area as the impacted wetland.

The replacement calculations for the project are as follows:

$$\begin{array}{r}
 10,509 \text{ sq. ft. of proposed fill} \\
 \times \quad 2.0 \text{ (2:1 ratio)} \\
 \hline
 21,018 \text{ sq. ft. of required replacement credit}
 \end{array}$$

Because Wetland 3 is isolated, a 404 permit from the U.S. Army Corps of Engineers is not required.

IV. WETLAND REPLACEMENT PLAN

As explained previously, the Gertens site has been highly modified for landscape nursery purposes. Furthermore, natural wetlands located within this landscape region are often found to be small, isolated pockets that have developed over a long period of time under a combination of specific soil conditions and watershed characteristics. Duplicating this formula is difficult in an unaltered landscape, and nearly impossible in a highly modified landscape. Wetland creation on this site is further complicated by stormwater requirements that require a high rate of infiltration to occur within the stormwater feature (hence decreased discharge to potential downstream created wetlands).

Therefore, the applicant proposes to purchase 20,018 square feet (10,509 sf x 2:1 ratio = 20,018 sf) of standard wetland credit (SWC) from a wetland bank located within the same bank service area as the proposed project (Bank Service Area 7). Wetland banking forms are included in **Appendix D**.

Gertens Greenhouse Expansion

Wetland Permit Application

Figures:

- Figure 1 – Site Location Map
- Figure 2 – 2009 Aerial Photograph
- Figure 3 – Wetland Survey
- Figure 4 – Proposed Grading Plan

Note: Site boundaries on this figure are approximate and do not constitute an official survey product.

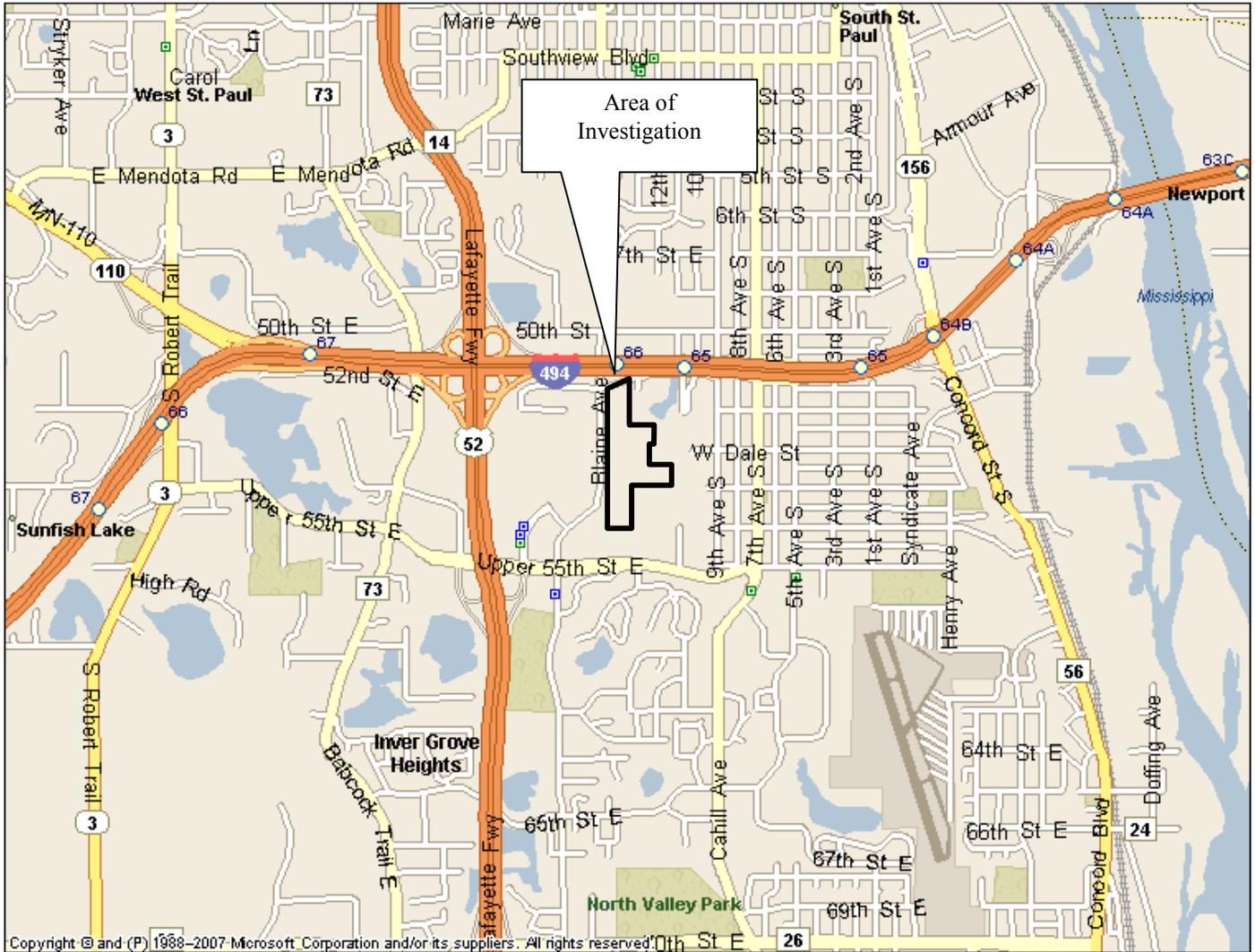


Figure 1 – Site Location Map

 **KJOLHAUG** ENVIRONMENTAL SERVICES COMPANY

Gertens (KES No. 2010-017)
Inver Grove Heights, Minnesota

↑N No Scale

Note: Site boundaries on this figure are approximate and do not constitute an official survey product.



Figure 2 – 2009 Aerial Photograph (Dakota County GIS)



KJOLHAUG ENVIRONMENTAL SERVICES COMPANY

**Gertens (KES No. 2010-017)
Inver Grove Heights, Minnesota**



1 inch ~ 391 feet

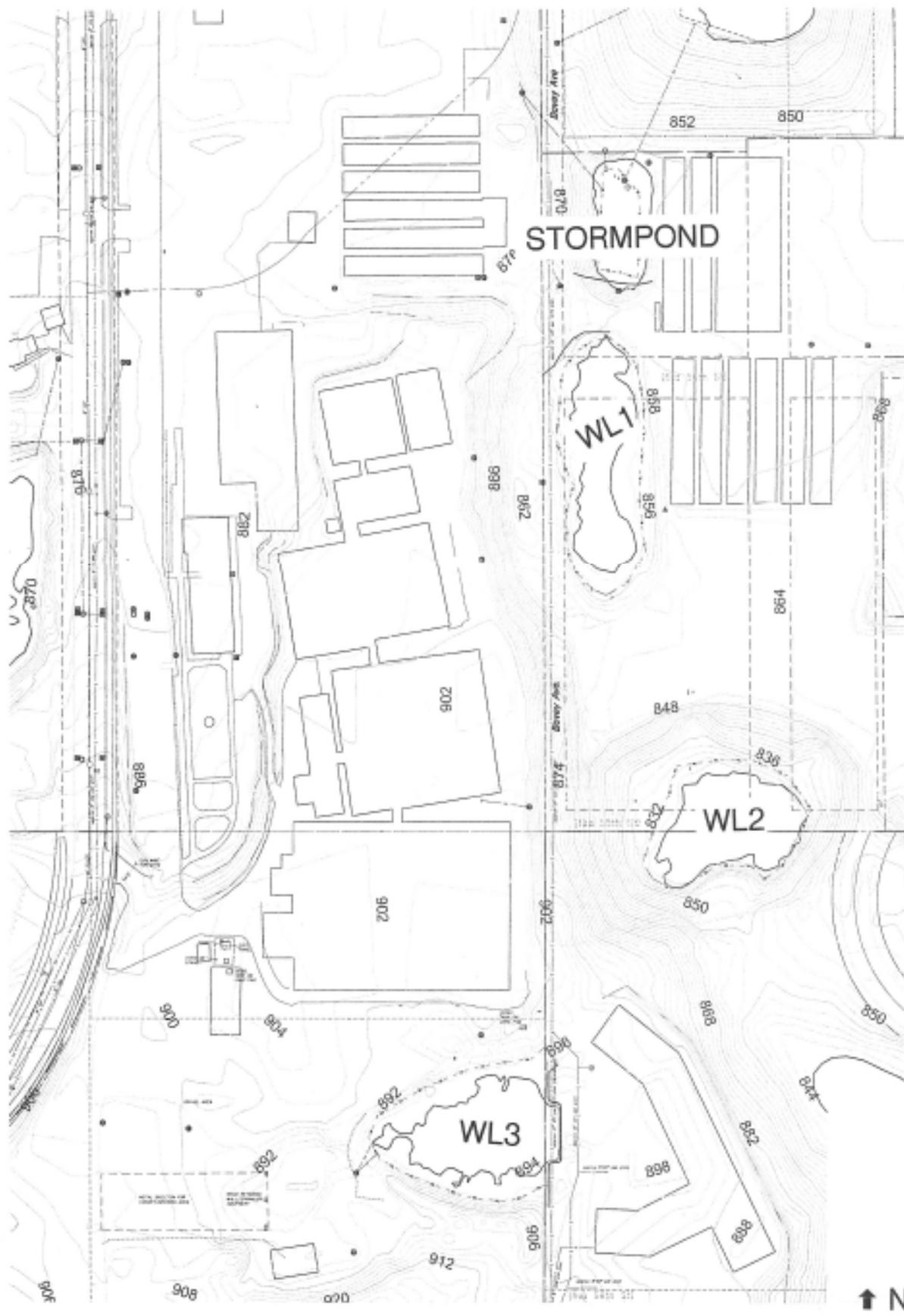


FIGURE 3

Draft

ENVIRONMENTAL COMMISSION MEETING
Inver Grove Heights City Hall – Council Chambers
January 27, 2010

1. Call to Order

Meeting called to order at 7:00 PM by Vice Chair Groenjes

2. Pledge of Allegiance

3. Roll Call

Commissioners Present: Vice Chair Greg Groenjes, Mike Flaherty, Bob Pohlman, and Susan Burke

Commissioners Absent: Peter Hall and Ted Trenzeluk

Others Present: Heather Botten, Associate Planner

4. Approval of Agenda

Mr. Pohlman moved to approve the agenda and Ms. Burke seconded the motion. Motion to approve carried unanimously.

5. Approval of Minutes

Mr. Flaherty moved to approve the minutes from September 16, 2010 and Mr. Pohlman seconded the motion. Motion to approve carried unanimously.

6. Old Business

7. New Business

- A. Consider a Wetland Replacement Plan for Gerten's Greenhouses. This request is for the property located at 5500 Blaine Avenue.

Heather Botten, Associate Planner, presented the request stating that the wetland replacement plan is associated with a separate request to add approximately 250,000 square feet of new greenhouses, constructed in phases over time. A wetland delineation was done for the property in 2010, three wetlands were found on site. Wetland #3 would be impacted by the greenhouse expansion therefore a wetland permit application was prepared for the site. It has been determined that a replacement wetland represents an overall increase in wetland functions and values compared to the existing wetland. Gertens is proposing to fill the wetland and replace the wetland with banking credits. Based on the type of wetland, a 2:1 replacement is required within the same bank service area. Staff recommends approval of the wetland replacement plan with the one condition listed in the report. Ms. Botten stated the

Environmental Commission is being requested to make a recommendation to the City Council on the Wetland Replacement Plan.

Chad Lockwood, Loucks Associates, stated that the proposed greenhouses would be constructed in phases over several years and they would be constructed over existing growing areas protecting plantings from the elements. He stated there was a proposed stormwater pond proposed in the southeast corner of the property to help treat the additional runoff sized to meet the stormwater requirements of the City.

Ms. Burke asked the applicant what impact there was to the City regarding the pond on Blackberry and Upper 55th Street. Mr. Lockwood responded saying the applicant is working with city staff to meet the requirements of the City.

Mr. Groenjes asked if all of the roof runoff was going to the pond. Mr. Lockwood responded that some of the runoff is directed to an existing pond and then discharged to a MNDOT pond located north of the property.

Ms. Burke asked the applicant to define a banking credit. Mr. Lockwood replied that wetland "credits" are available to purchase around the metro area often from wetlands that are oversized. In this case the impacted wetland would be adversely affected if the wetland would be replaced on-site or if construction was done around the wetland, therefore the applicants are looking to purchase credits from another wetland in the same bank service area.

Mr. Groenjes stated that with a wetland application the first choice is to maintain the wetland on the property. Mr. Lockwood confirmed that was correct.

Mr. Flaherty asked what was BSWR. Mr. Lockwood replied that BSWR was the Minnesota Board of Water and Soil Resources.

Mr. Pohlman stated that the quality of wetland #3 was low and inquired about wetlands #1 and #2. Mr. Lockwood stated that wetlands 1 and 2 were a higher quality.

Mr. Flaherty asked the applicant to explain the condition in the report. Mr. Lockwood replied that prior to work being done on site the City will have to confirm that BWSR approved the request and that the wetland credit process has been complete.

Mr. Groenjes and Mr. Pohlman commented that the report was thorough and well done.

Mr. Pohlman moved to approve the proposed Wetland Replacement Plan with the condition listed in the staff report. Mr. Flaherty seconded the motion.

Motion carried (4-0).

8. Citizen Comments

9. Reports and Updates

Mr. Groenjes stated that Chair Alice Lesney resigned in 2010 after 12 years of service and the Commission should elect a new chair.

Mr. Pohlman made the motion to elect Vice-chair Greg Groenjes as Chair. Ms. Burke seconded the motion. Motion approved unanimously. The Commission decided to wait until the next meeting to elect the vice-chair position.

Ms. Botten stated that the annual joint meeting with the City Council will be on Monday, February 14, 2011.

10. Adjourn

Mr. Pohlman moved to adjourn at 7:27. Mr. Flaherty seconded the motion. Motion approved unanimously.

DRAFT

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Ordinance Regarding Completion of Exterior Work

Meeting Date: February 28, 2011
 Item Type: Regular Agenda
 Contact: Franklin Martin: 651-450-2549
 Prepared by: Franklin Martin, Building Official
 Reviewed by: Tom Link, Community Development Director
 Tim Kuntz, Levander, Gillen, & Miller

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

The City Council is to consider the second reading of an ordinance establishing a time frame for the completion of exterior work pursuant to a building permit.

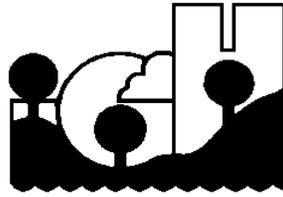
SUMMARY

During a recent City Council discussion of code compliance issues, staff stated that there are occasional problems with unfinished building exteriors. Structures are required by the Minnesota State Building Code to have approved exterior coverings by section R703 of the International Residential Code, and section 1403 of the International Building Code. A primary problem occurs when structures are left without exterior wall coverings and the structural members, sheathing, and mechanicals suffer damage from exposure to the exterior environment. A secondary problem occurs to neighboring properties that suffer from loss of property values and the visual nuisances these projects become when they begin to show the dilapidating signs of extended weather exposure.

Attached is an ordinance drafted by the City Attorney that would require that exterior work, including roofs, doors, windows, and siding be completed within one year of the issuance of a building permit. A onetime extension of an additional 180 days, allows the Chief Building Official to make case-by-case determinations that arise from unique circumstances. We considered using the date construction starts, but we have no way to verify when construction begins. Failure to comply with this provision of the ordinance would enable the Chief Building Official to issue a citation and have the issue resolved in district court.

I have attached a memo that shows five current examples of uncompleted exteriors and one example of a property that took several years to be corrected, and a list of other cities' requirements.

Enc: Memo from Franklin Martin, Chief Building Official, to Tom Link, Community Development Director, and Tim Kuntz, City Attorney, dated 22 February 2011
 Memo from Tim Kuntz, dated 3 February 2011.
 Draft Ordinance



MEMORANDUM

TO: TOM LINK, COMMUNITY DEVELOPMENT DIRECTOR
TIM KUNTZ, CITY ATTORNEY

FROM: FRANKLIN MARTIN, CHIEF BUILDING OFFICIAL

SUBJECT: PHOTOS SHOWING ISSUES RELATED TO COMPLETION OF
EXTERIOR OF BUILDINGS.

DATE: 2/24/2011

CC:

Tom & Tim,

I drove around and photographed some structures that show some basic issues related to the proposed ordinance of the completion of exterior buildings. Please keep in mind that there has been one or two of these issues per year that take two or three years to complete. Within the past year two long standing projects completed, but it took an average of five years for each building.

CURRENT PROJECTS THAT HAVE UNCOMPLETED EXTERIORS:

6523 Delaney Avenue – Issued 19 August 2010 – BD#2010-1159 – Last inspection was September 2010.

8334 Argenta Trail West – Issued 12 July 2006 – BD#06-1035 – Last inspection was September 2010.

12 High Road – Issued 14 April 2010 – BD#2010-283 – Last inspection October 2010.

8150 Barbara Avenue – Issued 25 June 2009 – BD# 09-785 – Ongoing construction project.

5873 Concord Blvd. East – Issued 25 October 2006 – BD#06-1700 – Mechanical related building permits have been expired, and the last extension was granted after a compelling request.



Figure 1: 6523 Delaney Avenue - This home foundation was initially constructed by a contractor that defrauded his customers out of their money, declared bankruptcy, and was the topic of a 5 Eye Witness news investigation on 'Crooked Contractors'.



Figure 2: 8334 Argenta Trail West - This home has had scaffolding around the perimeter of the building for eight years.



Figure 3: 8334 Argenta Trail West - This is another picture showing the scaffolding that has been around the perimeter of the building for eight years (before I started as the Chief Building Official for Inver Grove Heights).



Figure 4: 12 High Road - This is the addition that was started by the Gerten's, but has been stopped because contractors that have swindled money from them. They are currently considering demolishing the home and rebuilding on the same foundation.



Figure 5: 12 High Road - This is another view of the same project.



Figure 6: 8150 Barbara Avenue - Addition to City Hall. This project has been ongoing since June of 2009.



Figure 7: 8150 Barbara Avenue - Addition to City Hall. This is another view of the same project.



Figure 8: 5873 Concord Blvd. East - This structure has been in the process of a second story addition since 2008.



Figure 9: 5873 Concord Blvd. East - This is a close-up view of the same structure.



Figure 10: 5873 Concord Blvd. East - This is a close-up of the rear of the same structure.

AN EXPAMPLE OF PAST PROJECTS THAT HAVE HAD UNCOMPLETED EXTERIORS EXCEEDING ONE YEAR:



Figure 11: 5897 Concord Blvd. East - From file dated 17 July 2006 - This structure had an unfinished exterior for a number of years as evident by the dilapidated tar paper and weather damaged sheathing.



Figure 12: 5897 Concord Blvd. East - Another view of the same structure.

NEIGHBORING CITY REQUIREMENTS:

- Apple Valley: No requirements for completion of the building exterior.
- Bloomington: Completion is required of the building exterior one year after the issued date of the building permit.
- Burnsville: Completion is required of the building exterior one year after the issued date of the building permit.
- Cottage Grove: Completion is required of the building exterior six months after the issued date of the building permit.
- Eagan: No requirement for completion of the building exterior.
- Hastings: No requirements for completion of the building exterior.
- Lakeville: No requirements for completion of the building exterior.
- South St. Paul: Completion is required of the building exterior six months after the issued date of the building permit.

An option would be to create two standards. One standard would regulate commercial projects (i.e. 1 – 2 years to complete all exterior issues), and the other standard would be residential projects (i.e. 180 days with extensions granted as approved by the Chief Building Official). This would enable the Chief Building Official to review complaints on a case-by-case basis.

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

ATTORNEYS AT LAW

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

MEMO

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

TO: Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: February 23, 2011
**RE: Ordinance Establishing Completion of Exterior Work;
February 28, 2011 Council Meeting – Second Reading of Ordinance**

Section 1. Changes to Ordinance. The above-reference Ordinance is on the Council agenda for a second reading at the February 28, 2011 Council meeting. The changes from the first reading are:

1. The Ordinance makes clear that the exterior work relates only to the exterior work for a structure or a building. The Ordinance does not address landscaping.
2. For permits issued after April 1, 2011, the initial time frame for completion has been extended to one (1) year, instead of six (6) months.
3. For permits issued before April 1, 2011, the initial time frame has been extended to May 1, 2012, instead of six (6) months.
4. The Ordinance makes clear that the Building Official may grant one and only one extension.
5. The Ordinance establishes an appeal process to the Council so that a permit holder may appeal denial of the extension to the Council.
6. The time frames continue to run from the date of issuance of the permit. There was discussion at the February 14th Council meeting to consider running the time frame from the beginning of construction, rather than from date of issuance of permit. The Building Official indicates that there is no requirement that the permit holder inform the Building Official when the permit holder begins construction and the Building Official is many times not aware when construction has begun. The Building Official is addressing this matter in a separate memo to the Council. By extending the time frame from six (6) months to one (1) year, the “late start” issue is somewhat ameliorated.

Section 2. Council Action. The Council is asked to consider the second reading of the attached Ordinance.

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE TITLE 9,
CHAPTER 1, SECTION 4 REGARDING BUILDING PERMIT REQUIREMENTS**

The City Council of Inver Grove Heights does hereby ordain:

Section 1. Amendment. Title 9, Chapter 1, Section 4 of the Inver Grove Heights City Code is hereby amended by adding subpart (c) to read as follows:

9-1-4: PERMIT REQUIREMENTS:

C. Completion of Exterior Work. Exterior work for a structure or a building authorized by a building permit issued in accordance with the state building code from and after April 1, 2011 must be completed within one (1) year from the date of issuance of the building permit or within the timeframe set by the Building Official at the time the permit is issued, whichever is greater. Exterior work for a structure or a building authorized by a building permit issued in accordance with the state building code prior to April 1, 2011 must be completed by May 1, 2012. If exterior work for a structure or a building authorized by a building permit is not completed within the allowed timeframe, the permit for such exterior work shall expire, and a new permit must be obtained for completion of the exterior work. Failure to complete all exterior work authorized by a building permit within the allowed timeframe is a violation of this section. Exterior work includes work on all exterior parts of a structure or building, including but not limited to roofs, doors, siding, decks, stairs, and windows.

Upon a showing to the Building Official that there have been unavoidable delays in completion of the exterior work for the structure or building, the Building Official, in the Official's reasonable discretion, may grant one and only one extension of time for the completion of the exterior work for a period not to exceed six (6) additional months. If the Building Official denies the request for extension, the permit holder may appeal the decision of the Building Official to the Council within twenty (20) days after the date of the written notice of decision has been delivered or mailed to the permit holder. The appeal must be in writing and shall be filed with the City Clerk. The Council shall consider the appeal within thirty (30) days after the date of the appeal. At least ten (10) days prior to the date of the meeting at which the Council will consider the appeal, the City Clerk shall mail notice of the

date, time and place of the meeting and a general description of the subject matter of the appeal to the permit holder and to the owners of property situated wholly or partly within three hundred and fifty (350) feet of the property that is the subject of the appeal. The Council may grant the appeal, deny the appeal, or extend the permit for a lesser period of time than requested by the permit holder.

SECTION 2. Effective Date. This ordinance shall be in force upon its adoption and publication.

Passed this _____ day of _____, 2011.

George Tourville, Mayor

Attest

Melissa Rheume, Deputy City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Authorizing Staff to Negotiate an Agreement for Professional Services with Hoisington Koegler Group Inc. for the Concord Boulevard Neighborhood Plan Update

Meeting Date: February 28, 2011
Item Type: Regular
Contact: Thomas J. Link: 651-450-2546
Prepared by: Tom Link, Director of Comm. Dev.
Reviewed by: NA

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

The City Council is to consider approving the Resolution Authorizing Staff to Negotiate an Agreement for Professional Services with Hoisington Koegler Group Inc. for the Concord Boulevard Neighborhood Plan Update, as attached.

SUMMARY

In November, the City Council authorized staff to distribute a Request For Proposal for the Concord Boulevard Neighborhood Plan Update. The update will answer the following questions:

- Which areas should be designated for residential uses, business uses, industrial uses, and mixed uses?
- Which specific site or sites should be redeveloped initially and in subsequent phases?
- What does the neighborhood think?

The work will be performed in close cooperation with the Dakota County Community Development Agency (CDA), Progress Plus, and the City of South St. Paul. The study will take approximately six months with a budget of \$40,000. Funding assistance will be provided by the Dakota County CDA, which has awarded the City a \$15,000 Redevelopment Incentive Grant.

The City distributed Requests For Proposals to six select firms. Proposals were received from two firms: Hoisington Koegler Group Inc. and Bonestroo. Both firms submitted good, sound proposals, have experienced staff with the necessary expertise, and have worked on similar projects in other communities. The following is a brief summary of each of the proposals:

Hoisington Koegler Group Inc

- Has extensive experience in Inver Grove Heights
- Has knowledge of the Concord Neighborhood through the Comprehensive Plan, including the preparation of redevelopment concepts
- Has a public participation element that includes three public meetings, two meetings with the Concord Business Group, and two City Council/Planning Commission meetings

- Emphasizes planning research and analysis, including a refinement of the mixed use concept, market graphics, alternative land use plans, and five to six illustrations of redevelopment scenarios
- Has creative ideas for public participation
- Has experience with similar projects in other municipalities, including Richfield, Minnetonka, Columbia Heights, Osseo, and Red Wing
- Has a proposed cost of \$38,000

Bonestroo

- Offers a fresh planning perspective since they have done limited work in Inver Grove Heights
- Has knowledge of the Concord Neighborhood through the preparation of a CDA/Inver Grove Heights Metropolitan Council Grant in 2005 and the preparation of design guidelines for the northern part of South St. Paul's Concord Boulevard
- Has a public participation element that includes four public meetings, six meetings with individuals, five "steering committee meetings", and four City Council/Planning Commission meetings
- Includes a market research element
- Has experience with similar projects in other municipalities, including West St. Paul, Burnsville, New Brighton, and New Hope
- Has a proposed cost of \$37,150

STAFF RECOMMENDATION

Staff reviewed the two proposals and offered the proposals to its two partners, Progress Plus and the City of South St. Paul. Progress Plus responded with comments which staff also considered.

Staff recommends negotiating an agreement with Hoisington Koegler Group Inc. The firm has had a long established experience with Inver Grove Heights and a demonstrated strength in public participation. They have placed more emphasis on planning research and analysis and the development of graphics, which is a key part of the study.

Enc: Resolution

cc: Jennifer Gale, Progress Plus
Ellen Watters, Progress Plus

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION AUTHORIZING STAFF TO NEGOTIATE AN AGREEMENT FOR PROFESSIONAL SERVICES WITH HOISINGTON KOEGLER GROUP INC. FOR THE CONCORD BOULEVARD NEIGHBORHOOD PLAN UPDATE

WHEREAS, the City of Inver Grove Heights desires to update its Concord Boulevard Neighborhood Plan; and

WHEREAS, the City distributed Request For Proposals to six select firms; and

WHEREAS, the City received two proposals – Hoisington Koegler Group Inc. and Bonestroo; and

WHEREAS, the proposal of Hoisington Koegler Group Inc. is found to be the preferred proposal.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Inver Grove Heights, Minnesota, hereby:

- 1) Selects Hoisington Koegler Group Inc. to perform the Concord Boulevard Plan Update and
- 2) Directs the Community Development Director to negotiate a professional services agreement between the City and Hoisington Koegler Group Inc. and that said agreement will be returned to the City Council for further action.

Passed by the City Council of the City of Inver Grove Heights on the _____ day of _____, 2011.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Receiving Feasibility Report and Scheduling Public Hearing for the 2011 Pavement Management Program, Urban Street Reconstruction – City Project No. 2011-03 – 65th Street East from Concord Boulevard to 200’ West

Meeting Date: February 28, 2011
 Item Type: Regular
 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:

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

PURPOSE/ACTION REQUESTED

Consider resolution receiving feasibility report and scheduling public hearing for the 2011 Pavement Management Program, Urban Street Reconstruction – City Project No. 2011-03 – 65th Street East from Concord Boulevard to 200 feet west.

SUMMARY

The project was initiated by a request received from George Cameron and authorized by the City Council as part of the City’s Pavement Management Program (PMP). The project involves reconstructing streets in the project area including subgrade correction, new curb and gutter and removing utility services. A detailed project description is included in the attached feasibility report. The City Council is entering into various agreements with Mr. Cameron related to the property (i.e. purchase agreement, development agreement, alley vacation to serve the proposed liquor store).

The total estimated project cost is approximately \$74,781.30. A funding package has been prepared to cover the project costs which include the Pavement Management Fund, the Sewer Fund, the Water Fund, and special assessments. A preliminary assessment roll map is included in the feasibility report. This assessment roll indicates the City owns the four parcels to be assessed. Mr. Cameron is being asked to cover 100% of these assessments per the agreements prepared by the City. The residential parcel north of 65th Street will not be assessed. The parcel’s driveway accesses Concord Boulevard.

An existing sanitary sewer service will be removed on 65th Street. An existing water service will also be removed. Other miscellaneous sanitary sewer adjustments are also planned. Street widths will be modified on 65th Street to provide a uniform width of 36 feet from Concord Boulevard to the alley west of Concord. This was requested by the developer. Paving marking is included in the project to outline one incoming lane and two outgoing lanes to accommodate the turning movements.

I recommend passage of the resolution accepting the feasibility report and calling for a public hearing for the 2011 Pavement Management Program, Urban Street Reconstruction – City Project No. 2011-03 – 65th Street from Concord Boulevard to 200’ west.

TJK/kf

Attachments: Resolution
 Feasibility Report
 Map

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

RESOLUTION NO. _____

**RESOLUTION RECEIVING FEASIBILITY REPORT AND SCHEDULING PUBLIC HEARING FOR THE 2011
PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2011-03 – 65TH STREET EAST FROM
CONCORD BOULEVARD TO 200 FEET WEST**

WHEREAS, a feasibility report has been prepared by the Public Works Director with reference to the 2011 Pavement Management Program for the following project:

<u>Project No.</u>	<u>Improvements</u>
2011-03	Roadway improvements (bituminous removal, subgrade excavation/correction, grading, granular subgrade, aggregate base, bituminous pavement), concrete curb and gutter construction/removal/replacement, sanitary sewer service repairs, sanitary sewer replacement, water main service removal and valve replacements, appurtenances and restoration.

The reconstruction portion will include: 65th Street East from Concord Boulevard to the alley 200 feet west of Concord Boulevard.

Said report is hereby received by the City Council of the City of Inver Grove Heights on February 28, 2011.

1. The City Council will consider the above-mentioned improvements in accordance with the report and assess, or tax, the abutting properties for all or a portion of the cost of the improvements, pursuant to Chapter 429 of the Minnesota Statutes at an estimated cost of \$74,781.30.
2. A public hearing will be held on such improvements at 7:30 p.m. on Monday, March 28, 2011 in the City Council Chambers at 8150 Barbara Avenue and the City Clerk shall give mailed and published notice of such hearing and improvements as required by law.

Adopted by the City Council of Inver Grove Heights this 28th day of February 2011.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

FEASIBILITY REPORT

2011 PAVEMENT MANAGEMENT PROGRAM INVER GROVE HEIGHTS, MINNESOTA

PROJECT NO. 2011-03 65TH STREET EAST FROM CONCORD BLVD TO 200' WEST

- LOCATION:** 65th Street East from Concord Boulevard to approximately 200' west of Concord Boulevard
- IMPROVEMENT:** Improved roadway to include aggregate base bituminous paving, concrete curb and gutter, grading, water main, sanitary sewer, pavement markings, and appurtenances.
- INITIATION:** This project is initiated in response to a request from George Cameron, owner of the proposed Cameron's Liquor Store.
- PARCELS AFFECTED:** Two (2) parcels comprised of one (1) commercial and one (1) residential property abut the street improvements project (see Exhibit A). The commercial site contains four (4) distinct parcels that will be replatted into one parcel as part of the "Cameron Addition" (see Exhibit B).
- ISSUES:**
- In 1971 sanitary sewer, storm sewer, and water main were installed in 65th Street East. It is assumed the aggregate base and bituminous pavement were installed in 1971 or 1972. There is no curb and gutter past the County right-of-way off of Concord Boulevard. In the County right-of-way curb and gutter was removed and replaced with a dimension of 36 feet face of curb to face of curb in 2010. The street section the County used in this area matches what the City uses in a typical urban 60 foot right-of-way. That consists of four inches of bituminous pavement on six inches of crushed aggregate base, on twenty four inches of sand, with concrete curb and gutter.
- The City of Inver Grove Heights and George Cameron have entered into a purchase agreement and a development agreement for the liquor store project and 65th Street improvements.
- Staff recommends using this City standard local street cross section for 65th Street East. Staff is recommending a street width of 36 feet to accommodate truck traffic to the proposed new Cameron's Liquor Store on the south side of the street, as requested by the owner.
- A new driveway with a concrete apron will be provided to the abutting south property owner. The abutting north property owner's driveway is off of Concord Boulevard.
- The City would also tie-in to the existing bituminous alley on the north side, with curb and gutter on the alley's east side.
- The existing 8" cast iron water main will be replaced by ductile iron pipe to the construction limits. This will start at approximately the existing curb return off of Concord Boulevard. Water mains from the curb returns back to the water main in Concord Boulevard were upgraded to ductile iron pipe in 2010 under Dakota County's Concord Boulevard Reconstruction Phase 3 project. A sanitary sewer service to the existing building on the commercial site will be removed as part of this project (see Exhibit A). A water service will also be removed.

ISSUES (CONT.): There could be some solid rock excavation in the street section of 65th Street East. Bedrock was encountered during utility installation in 2010 on the Dakota County project. It is anticipated the bedrock will lessen as construction heads west.

RIGHT-OF-WAY: The existing 65th Street right-of-way is adequate for construction of the proposed improvements. The existing bituminous alley is not centered in its right-of-way. The eastern half of the alley is on the property located at 6495 Concord Boulevard. The City has maintained this alley for nearly forty years; therefore, staff is recommending that the City uses its prescriptive rights as advised by the City Attorney to address this issue related to the alley north of 65th Street E. The alley to the south is being replatted as part of the "Cameron Addition".

EASEMENTS: Temporary construction easements will be required to construct the slopes off the boulevard on the north side of 65th Street East. This area is on the south property of 6495 Concord Boulevard. No cost is anticipated for this easement (see Exhibit C).

FEASIBILITY: The improvement project as proposed is necessary, and technically feasible. The project, and project elements, should be implemented as proposed in this study. The improvements, once completed, will be a benefit to the properties served. If this project is ordered, the City will bid the project in accordance with the 429 process.

SCHEDULE:

- Council Receives Feasibility Report, Authorizes
Preparation of Plans and Specifications and
Orders Public Improvement Hearing February 28, 2011
- Public Improvement Hearing and Council Orders March 28, 2011
Public Improvement Project, Approves
Plans and Specifications and Authorizes
Advertisement for Bids
- First Advertisement for Bids..... April 17, 2011
- Bid Opening..... May 12, 2011
- Council Considers Contract Award..... May 23, 2011
- Final Completion DateSeptember 15, 2011

FINANCING:

<u>Estimated Costs</u>	
Construction	\$60,307.50
Construction Contingency	6,030.75
Engineering	4,523.06
Fiscal	301.54
Legal	301.54
Administration	904.61
Right-of-Way	0.00
Easements	0.00
Capitalized Interest	<u>2,412.30</u>
Total Estimated Project Cost	\$74,781.30

FINANCING (CONT.):

The total project cost includes the following items at a percentage of the construction cost: 10% construction contingency, 7.5% engineering, .5% fiscal, .5% legal, .5% administrative, and 4% capitalized interest. The listed percentages for engineering, fiscal, legal, administrative and capitalized interest are one-half the standard amounts per negotiations with George Cameron.

ASSESSMENT:

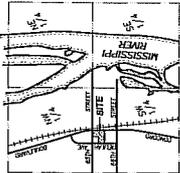
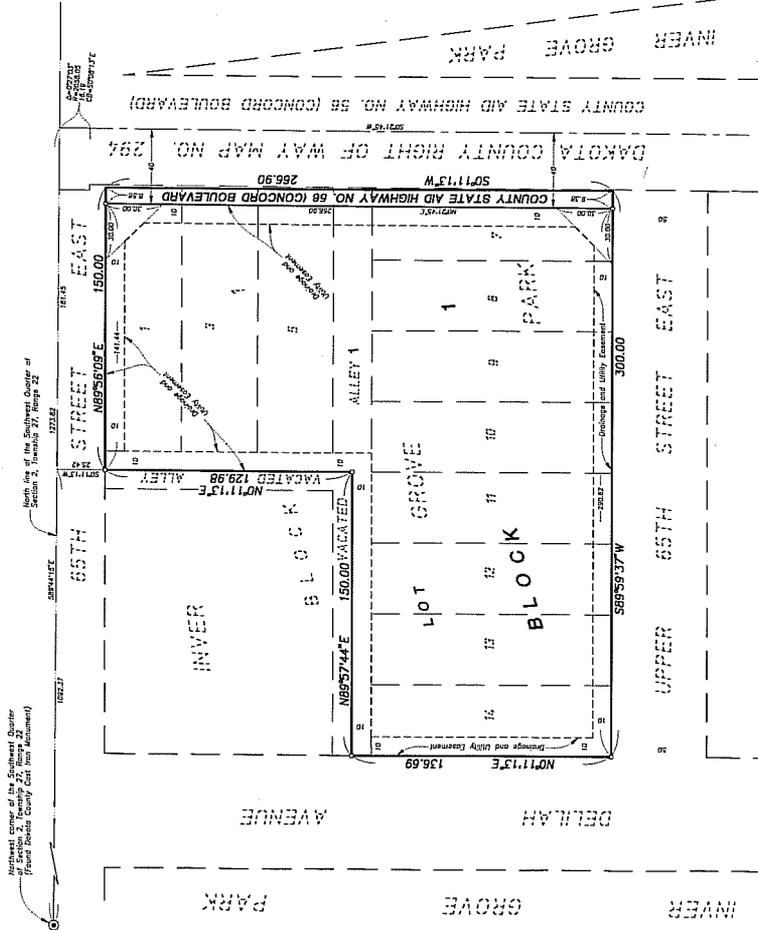
A preliminary assessment roll for this project is attached. The resident property at 6495 Concord Boulevard will not be assessed per City policy. The driveway for 6495 Concord Boulevard accesses Concord Boulevard, not 65th Street. See assessment map (Exhibit D).

The commercial site will be assessed for 100% of the project costs as estimated above. Camerons will be entering into a Development Agreement relating to these costs. The assessment will be spread over ten (10) years at an interest rate of 2% above the City's bond rate per City policy. This rate is estimated at 5%. Camerons will be agreeing to a waiver of assessment via the Development Agreement.

EXHIBIT B

CAMERON ADDITION

INVER GROVE EAST 20 FACTORY ADDITION,
MINNESOTA
DAKOTA COUNTY,



The North line of the Southwest Quarter of Section 2, Township 27, Range 22 assumed to have a bearing of S89°41'15"E. Dakota 1/2 inch by 14 inch iron instrument, not used marked by Minnesota License No. 43414.

Vicinity Map
Section 2, Township 27, Range 22
1st Ed. 2008



KNOW ALL PERSONS BY THESE PRESENTS, That George Cameron IV, a single person, for owner of the following described property situated in the County of Dakota, State of Minnesota, to wit:

Lots 1, 2, 3, 5, and 7-14, Block 1, INVER GROVE PARK, Dakota County, Minnesota, together with the vested rights accruing thereon.

Have caused the same to be surveyed and platted as CAMERON ADDITION and do hereby declare and obligate to the public, for public use forever, the public way, and also dedicate the easements or shown on this plat for drainage and utility purposes only as shown on this plat.

In witness whereof George Cameron IV, a single person, has hereunto set his hand this _____ day of _____, 2009.

George Cameron IV

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by George Cameron IV, a single person.

Nancy Kubic,
My Commission Expires _____ County _____

I hereby certify that I have surveyed and platted the property described on this plat as CAMERON ADDITION that this plat is a correct representation of the boundary survey, that all metes and bounds are correctly designated on the plat; that all monuments depicted on the plat have been or will be set in accordance with the provisions of the Minnesota Statutes, Chapter 434, Subd. 3 existing as of the date of this certification are shown and labeled on the plat; and that all public ways are shown and labeled on the plat.

Thomas J. Adam, Land Surveyor
Minnesota License No. 43414

State of Minnesota

The foregoing Surveyor's Certificate was acknowledged before me this _____ day of _____, 2009, by Thomas J. Adam, Minnesota License No. 43414.

Nancy Kubic,
My Commission Expires January 31, 2010
County, Minnesota

Approved by the Planning Commission of the City of Inver Grove Heights, Minnesota, at a regular meeting thereof, on the _____ day of _____, 2009.

_____, Chief _____, Secretary

We do hereby certify that on the _____ day of _____, 2009 the City Council of Inver Grove Heights, Minnesota approved this plat.

_____, Mayor _____, Clerk

Pursuant to Section 383D.65, Minnesota Statutes, this plat has been approved this _____ day of _____, 2009.

Rod B. Erickson, Dakota County Surveyor

I hereby certify that the fees for the year 2009 for the land described on this plat as CAMERON ADDITION have been paid and no delinquent taxes are due and unpaid entered this _____ day of _____, 2009.

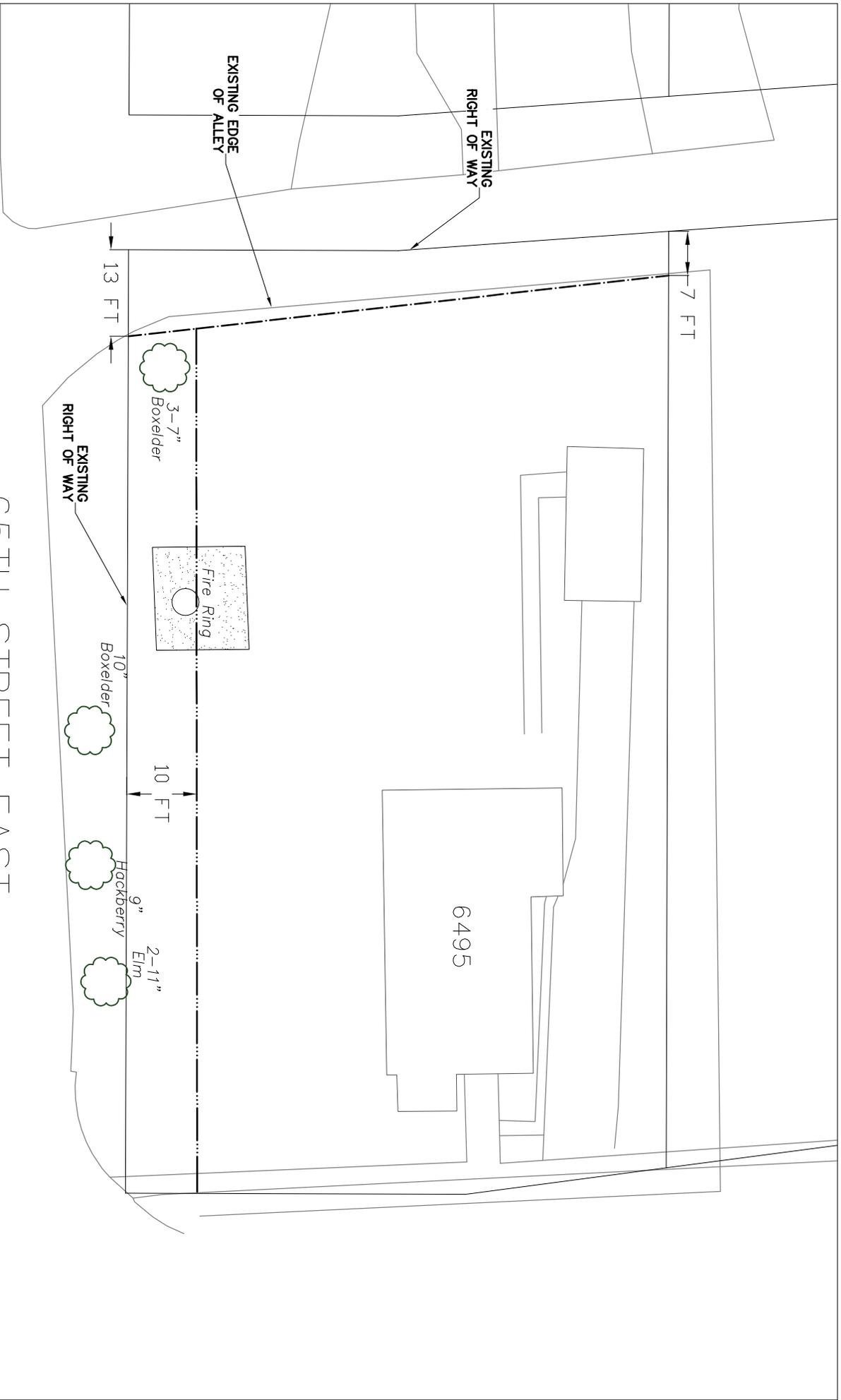
County Treasurer-Auditor, Dakota County, Minnesota

Document Number _____

I hereby certify that this instrument was filed in the office of the County Recorder for record on this _____ day of _____, 2009 at _____ o'clock _____ PM, and was duly recorded in Book _____ of _____ on Page _____.

County Recorder, Dakota County, Minnesota

Rehder and Associates, Inc.



*City of
Inver Grove Heights*

8150 Barbara Avenue
Inver Grove Heights, MN 55077
(651) 450-2570 Fax (651) 450-2502

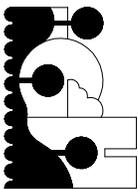
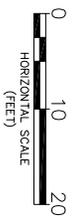


EXHIBIT C

PROPOSED RIGHT OF WAY
AND EASEMENT ACQUISITION
AREAS ON 6495 65TH STREET

--- PROPOSED RIGHT OF WAY
- - - - - PROPOSED EASEMENT



Revised: 2/23/2011



PRELIMINARY ASSESSMENT ROLL

**CITY PROJECT NO. 2011-03
65TH STREET EAST FROM CONCORD BOULEVARD TO 200 FEET WEST IMPROVEMENTS**

MAP NO.	TAX PIN	PROPERTY OWNER	ASSESSMENT	PROPERTY ZONING	PROPOSED ASSESSMENT
1	203650013023	PHILLIP A. & JILLYNE FRAZIER	NO	SFR	\$0.00
2	203655001010	CITY OF INVER GROVE HEIGHTS	YES	CITY	\$7,478.13
3	203655003001	CITY OF INVER GROVE HEIGHTS	YES	CITY	\$7,478.13
4	203655005001	CITY OF INVER GROVE HEIGHTS	YES	CITY	\$7,478.13
5	203655014001	CITY OF INVER GROVE HEIGHTS	YES	CITY	\$52,346.91
					\$74,781.30

Disclaimer: Per the agreement, parcels 2, 3, 4, and 5 are to be purchased and platted into one. The purchaser has agreed to waive the right to appeal the proposed \$74,781.30 assessment for 65th Street improvements and agreed to execute the development agreements. If the purchaser does not execute the agreements and plat the land, then the project will not be constructed and the assessments to the allotted parcels will become null & void.



 RESIDENTIAL PARCELS
 COMMERCIAL, MULTI-FAMILY PROPERTY
 STREETS TO BE RECONSTRUCTED
 Total Constructed Centerline: 150 ft

EXHIBIT D
PROJECT NO. 2011-03
PRELIMINARY ASSESSMENT MAP

0 87.5 175 350
 Feet


 Inver Grove Heights


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 2011-03_65thStRecon\2011-03assess.pdf
 Feb 2011

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider the Second Reading of an Ordinance Amending the City’s Code, Title 1 Chapter 6, Article A Personnel Policy, Section 12 -1 Vacation Leave

Meeting Date: February 28, 2011
Item Type: Regular
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 Consider the second reading of an ordinance amending the City’s Code, Title 1 Chapter 6, Article A Personnel Policy, Section 12 -1 Vacation Leave.

SUMMARY During negotiations with IUOE Local 70 the City agreed to increase the number of hours of vacation accrued for those employees with 18 or more years of service from 182 hours annually to 184 hours annually. The reason behind the adjustment is so that the number of hours accrued divide into increments of eight.

This adjustment is effective January 1, 2011 for members of IUOE, Local 70, and it is the City’s intention to negotiate the same with the other bargaining units and by amendment of the Code, to make the increase effective for the non-union bargaining group.

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 1, CHAPTER 6, ARTICLE A PERSONNEL POLICY,
SECTION 12-1 VACATION LEAVE**

The City Council of Inver Grove Heights does hereby ordain as follows:

Section 1. Amendment No. 1. Inver Grove Heights City Code Title 1, Chapter 6, Article A Personnel Policy, Section 12-1 Vacation Leave is hereby amended to read as follows:

A. Amount: Employees serving their orientation period and full time employees shall earn vacation leave according to the accrual table below:

Continuous Years Of Service	Annual Hours Of Vacation Accrual
0 through end of 5	80
Beginning of 6 through end of 8	120
Beginning of 9 through end of 12	144
Beginning of 13 through end of 17	168
Beginning of 18 or more	482 <u>184</u>

(Ord. 1179, 8-25-2008)

B. Use Of Time: Vacation leave may be used as earned, provided that the supervisor and/or department head shall determine the time at which vacation leave may be taken. No employee shall be permitted to take vacation leave in advance of accrual, except as provided for in subsection [1-6A-13-4D3c](#) of this article. Vacation leave shall accrue during a new employee's orientation period, but not be eligible for use until the completion of six (6) months of continuous service.

C. Accrual: Employees may accrue vacation leave to a maximum of two hundred forty (240) hours. In the event an employee has been unable to take advantage of vacation leave as earned with the result said employee has accumulated a total of two hundred forty (240) hours' vacation, one may be absent from work with notice to take vacation leave and thus prevent the loss of vacation leave beyond the maximum of two hundred forty (240) hours. Any vacation accrued beyond the two hundred forty (240) hour limit must be taken as it is accrued, otherwise it is ineligible for accrual, subject to subsection D of this section.

D. Accrual Waiver: The maximum amount of vacation leave (240 hours) that can be accrued by individual employees may be waived by the city administrator. The waiver may be a result of, but not limited to, department reorganization, position vacancies, excessive workloads and procedural or system changes.

E. Waiver Restriction: Vacation leave is intended as a period of rest and relaxation and shall not be waived by an employee for the purpose of receiving double pay. (Ord. 888, 3-11-1997)

- F. Entitlement Upon Termination Or Death: Any employee leaving the municipal service in good standing after giving proper notice of such termination of employment shall be compensated for vacation leave accrued to the date of separation. Upon an employee's death, the spouse, designated beneficiary or estate shall be paid the benefit. (Ord. 1128, 3-13-2006)
- G. Scheduling: While every effort will be made to give employees the vacation period requested, vacations will be scheduled to ensure normal operation of the department. (Ord. 888, 3-11-1997)

Section 2. Effective Date. This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed this 14th day of March, 2011.

George Tourville, Mayor

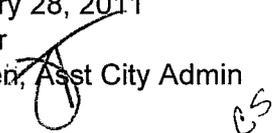
ATTEST:

Melissa Rheaume, Deputy City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

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

Meeting Date: February 28, 2011
Item Type: Regular
Contact: JTeppen, Asst City Admin
Prepared by: 
Reviewed by:

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

PURPOSE/ACTION REQUESTED Consider the attached Change Order No. 20 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 some Change Orders have already been approved – either by the Council or by staff if the amounts fall under \$15,000. This particular item is over the \$15,000 threshold and is therefore before Council for their consideration.

ASI 097 Modify the closure between W24 and W25 windows. Following a clarification of flashings and closure where the window sill heights change at the corner. \$475

PR 112R2 Replace damaged insulation, vapor barrier, and gyp board at ‘high bay’ areas. At clerestory ‘high bay’ areas replace the existing insulation, vapor retarder and gypsum board at exterior walls due to moisture contamination. The Building Official requires this work to be performed. \$9,778 + 10 days

PR 131R2 Modify the curtain wall head at the clerestory. This is a correction to Change Order 18 that adds five days to the contract. + 5 days

Pr 138 Rain water leader adjustments. Adjustments resulting from field coordination to maintain rain water leader routing at lobby and council chambers above the ceiling. \$918

PR 140 Prefinished panels at clerestory. Provides prefinished metal wall panels at north clerestory soffit inboard of glass in lieu of painted sheathing. Eliminates issues raised by the contractor regarding construction sequencing and provides a more durable finished surface at visible locations and eliminates the need to repaint or perform other future maintenance at a difficult to access location. \$4,971

PR 143 R2 Provide blocking for A/V equipment. This provides blocking in the wall for A/V equipment, based on locations determined by the City subsequent to the issue of the bid documents. \$1,342

GCPR 046 Modify door frame 2209A to accommodate existing concrete pier. Field condition: modification of the frame to accommodate existing concrete pier which projects farther than indicated on the original drawings. \$1,116 + 1 day

GCPR 047 Imported Fill. Imported fill for backfilling where testing agency determined existing soils were not suitable. Cost is based on unit prices included in the contract. \$10,036

The Contract amount is reflected to increase a total of \$28,636.00 for a revised contract total of \$11,990,111.10.

Change Orders are financed from the project contingency which started at \$613,601 and is now at \$113,679.90 with the above change/amount.

As of Change Order 19, 86.6% of the project is complete, with 23.2% of the contingency remaining.

CHANGE ORDER

OWNER _____
ARCHITECT _____
CONTRACTOR _____
FIELD _____
OTHER _____

AIA DOCUMENT G701

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PROJECT:	Inver Grove Heights Public Safety & City Hall Remodel	CHANGE ORDER NO.:	Twenty (20)
		DATE:	February 28, 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. ASI 097 Modify closure between window W24 and W25	\$475	0
2. PR 112R2 Replace damaged insulation, vapor barrier, and gypsum board at existing high bay areas	\$9,778	10
3. PR 131R2 Modify curtain wall head at clerestory.	\$ 0	5
4. PR 138 Rain water leader adjustments	\$918	0
5. PR 140 Prefinished panels at north clerestory windows	\$4,971	0
6. PR 143R2 Provide blocking in walls for A/V equipment	\$1,342	0
7. GCPR 046 Modify door frame 2209A to accommodate existing concrete pier	\$1,116	1
8. GCPR 047 Imported Fill	\$10,036	0

The original Contract Sum was	\$11,501,900.00
Net change by previously authorized Change Orders	\$459,575.10
The Contract Sum prior to this Change Order was	\$11,961,475.10
The Contract Sum will be (increased)(decreased)(unchanged) by this change order in the amount of	\$28,636.00

The new Contract Sum including this Change Order will be \$11,990,111.10

The Contract time will be (increased)(decreased)(unchanged). 16 Days

The dates of Substantial Completion therefore are (increased)(decreased)(unchanged) .

Phase IB: Construct Public Safety Addition (unchanged)

Phase IB: July 25, 2010

Phase IIB: Construct City Hall Addition and Renovate Existing Building (increased)

Phase IIB: Aug. 27, 2011

CHANGE ORDER NO. 20
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

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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 PAYMENT TO SHAW LUNDQUIST FOR CLAIM ON BUILDER’S RISK INSURANCE POLICY

Meeting Date: February 28, 2011
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 a payment to Shaw Lundquist for a claim on the builder’s risk insurance policy.

SUMMARY In June of last year, the public safety addition flooded following a large rain event. The City filed a claim against the builder’s risk insurance policy. The policy has a \$25,000 per occurrence deductible for flood claims.

Shaw Lundquist submitted a claim of \$42,107.41 to repair the damage caused by the flooding. The City received a check from the insurance company for \$17,107.41.

Shaw Lundquist has requested that the City issue them a check for \$37,107.41.

We met recently with representatives from Shaw Lundquist to discuss the situation and they have offered to drop their claim to \$32,107.41.

Staff requests that the Council authorize the payment with the \$25,000 difference coming from the Host Community Fund.