



INVER GROVE HEIGHTS CITY COUNCIL AGENDA

-REVISED-

MONDAY, APRIL 25, 2011

8150 BARBARA AVENUE

7:30 P.M.

1. CALL TO ORDER

2. ROLL CALL

3. PRESENTATIONS:

A. Presentation of the Certificate of Achievement in Financial Reporting for the 2009 CAFR

4. CONSENT AGENDA – All items on the Consent Agenda are considered routine and have been made available to the City Council at least two days prior to the meeting; the items will be enacted in one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from this Agenda and considered in normal sequence.

A. Minutes – April 11, 2011 Regular Council Meeting _____

B. Resolution Approving Disbursements for Period Ending April 20, 2011 _____

C. Pay Voucher No. 1 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation – B&B Sheetmetal Roofing _____

D. Change Order No. 2, Pay Voucher No. 6, & Pay Voucher No. 7 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation – TRICOM Communications _____

E. Accept Proposal for Street Injection Spray Patching Services _____

F. Accept Quotes for Street Patching Services _____

G. Resolution Accepting Proposal from American Engineering Testing (AET) for Geotechnical Testing Services for the 2011 Improvement Program, City Project No. 2011-04 – 93rd Street Improvements (from 90th Street East to Abigail Court) _____

H. Resolution Accepting Proposal from American Engineering Testing (AET) for Geotechnical Testing Services for the 2011 Pavement Management Program, City Project No. 2011-09G, Barbara Avenue (80th Street to Babcock Trail) _____

I. Approve Joint Powers Agreement with Minnesota Bureau of Criminal Apprehension for Participation in the Internet Crimes Against Children Task Force _____

J. Consider Park Naming Policy _____

K. Approve Rules for the Rock Island Swing Bridge _____

L. Approve Additional Funding for Energy Improvements at the VMCC/Grove _____

M. Award a Contract for the Splash Pool Air Handler Replacement _____

N. Approve Contractor for Painting of Lap Pool _____

O. Personnel Actions _____

P. Approve Temporary 3.2 Liquor License _____

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

6. **PUBLIC HEARINGS:**

A. **CITY OF INVER GROVE HEIGHTS;** Consider Application of Mayjune Corporation dba Lager Liquor for Off-Sale Intoxicating Liquor License for Premises located at 5300 S. Robert Trail, Suite #600 _____

7. **REGULAR AGENDA:**

COMMUNITY DEVELOPMENT:

A. **GEORGE CAMERON (CAMERON’S LIQUOR);** Consider the following actions for property located along Concord Boulevard and 65th Street:

- i) Resolution approving a **Final Plat**, Development Contract and related documents for Cameron Addition _____
- ii) Resolution approving a **Vacation** of Unimproved Alley Right-of-Way within Block 1 of Inver Grove Park Subdivision _____
- iii) Resolution Modifying Resolution No. 09-245 by removing Condition #7 relating to Posting of No Overnight Parking Signs in the Parking Lot _____

B. **GEORGE CAMERON (CAMERON’S LIQUOR);** Consider Approval of Amendment No. 3 to Purchase Agreement between the City and George Cameron IV _____

C. **COMMON SENSE SERVICES;** Consider Resolution relating to a **Conditional Use Permit** to Operate an Adult Day Care Service Program for property located at 6415 Carmen Avenue _____

D. **BITUMINOUS ROADWAYS;** Consider a **Conditional Use Permit Amendment** to add a 1,600 Square Foot Building to the Existing Asphalt Plant Operation for property located at 11201 Rich Valley Boulevard _____

E. **CITY OF INVER GROVE HEIGHTS;** Consider the First reading of an **Ordinance Amendment** to Allow Outdoor Storage in the P, Institutional Zoning District when Associated with Local Government Use _____

PARKS AND RECREATION:

F. **CITY OF INVER GROVE HEIGHTS;** Consider First Reading of an Ordinance Amendment Updating Rules Pertaining to Parks & Recreation _____

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. 2011-09F, 65th Street East from Concord Boulevard to 200’ West _____

ADMINISTRATION:

H. CITY OF INVER GROVE HEIGHTS; Consider Change Order No. 22 for City Project No. 2008-18,
Public Safety Addition/City Hall Renovation _____

I. CITY OF INVER GROVE HEIGHTS; Approve Purchase of Ancillary Furniture for the Public Safety
Addition/City Hall Renovation - Phase Two _____

8. MAYOR AND COUNCIL COMMENTS:

9. EXECUTIVE SESSION:

A. Discuss Collective Bargaining

B. Litigation Update - A&W

10. REGULAR AGENDA:

A. CITY OF INVER GROVE HEIGHTS; Consider Approval of Agreement with the Law Firm of
Dady & Gardner for Litigation Services related to A&W _____

11. ADJOURN

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Presentation of Certificate of Achievement for Excellence in Financial Reporting for 2009 CAFR

Meeting Date: April 25, 2011
 Item Type: Presentation
 Contact: Ann Lanoue 651-450-2517
 Prepared by: Ann Lanoue, Finance Director
 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

Presentation of Certificate of Achievement for Excellence in Financial Reporting to Finance Director Ann Lanoue on behalf of the Finance Department

SUMMARY

The Certificate of Achievement for Excellence in Financial Reporting has been awarded to the City of Inver Grove Heights by the Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR) for the year ending December 31, 2009. The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive “spirit of disclosure” to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

The GFOA is a nonprofit professional association serving approximately 17,500 government finance professionals with offices in Chicago, Illinois and Washington, D.C.

This is the twenty-fourth (24th) year the City has earned this prestigious award from the GFOA.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, APRIL 11, 2011 - 8150 BARBARA AVENUE**

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, April 11, 2011, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:30 p.m. Present were Council members Grannis, Klein, Madden, and Piekarski Krech; City Administrator Lynch, Assistant City Administrator Teppen, City Attorney Kuntz, City Engineer Kaldunski, Public Works Director Thureen, Parks and Recreation Director Carlson, Community Development Director Link, Chief Thill and Deputy Clerk Rheaume.

3. PRESENTATIONS: None.

4. CONSENT AGENDA:

Mayor Tourville removed Item 4A, Minutes of March 28, 2011 Regular Council Meeting, from the Consent Agenda.

- B. Resolution No. 11-45** Approving Disbursements for Period Ending April 6, 2011
- C.** Approve Pay Voucher No. 22 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation
- D.** Change Order No. 1 and Pay Voucher No. 1 for City Project No. 2010-09H, South Grove Sod Repair Project
- E. Resolution No. 11-46** Approving the Acquisition of Property at 6556 Doffing Avenue
- F. Resolution No. 11-47** Approving the Non-Union Compensation Plan for 2010-11
- G.** Approve Purchase of Golf Course Capital Equipment
- H.** Approve Purchase of Replacement Equipment
- I. Resolution No. 11-48** Approving Joint Powers Agreement (JPA) with Dakota County for Cost Share related to the Improvements to Digital Elevation Data
- J. Resolution No. 11-49** Accepting Proposal from American Engineering Testing (AET) for Geotechnical Testing Services for the 2012 Pavement Management Program
- K.** Approve Military Discounts at the VMCC/Grove
- L.** Approve Joint Powers Agreement with State of Minnesota for Utilization of the Criminal Justice Data Communications Network for the Period of Five Years
- M.** Award Purchase of a Self-Contained Breathing Apparatus (SCBA) Compressor to Alex Air Apparatus, Inc.
- N. Resolution Nos. 11-51, 11-52 & 11-53** Approving Proposed Settlement of Jean L. Ades Assessment Appeal
- O.** Schedule Public Hearing
- P. Resolution No. 11-54** Ordering the Project and Approving the Joint Powers Agreement with Dakota County Transportation Department for City Project No. 2011-05, Concord Boulevard Mill and Overlay from Cooper Path to T.H. 52
- Q.** Approve Position Description for Assistant Fire Chief
- R.** Personnel Actions

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

Ayes: 5

Nays: 0 Motion carried.

A. Minutes – March 14, 2011 Regular Council Meeting

Mayor Tourville explained he did not attend the March 28, 2011 meeting.

Motion by Grannis, second by Madden, to approve the Minutes of the March 28, 2011 Regular Council Meeting

Ayes: 4

Nays: 0

Abstain: 1 (Tourville)

5. PUBLIC COMMENT: None.

6. PUBLIC HEARINGS: None.

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. RJ RYAN CONSTRUCTION; Consider Resolution relating to a Conditional Use Permit Amendment to Add an Addition to an Existing Auto Sales Building Located at 1290 50th Street

Mr. Link explained the applicant is requesting an 860 square foot addition to the existing building to accommodate more vehicles in the auto sales write-up area. He noted no additional impervious surface would be added to the property, and access to the site and parking lot configuration would not be altered. He stated the proposed request meets the Conditional Use Permit criteria and both Planning staff and the Planning Commission recommended approval of the request.

Motion by Piekarski Krech, second by Madden, to adopt Resolution No. 11-55 relating to a Conditional Use Permit Amendment to Add an Addition to an Existing Auto Sales Building located at 1290 50th Street

Ayes: 5

Nays: 0 Motion carried.

B. CITY OF INVER GROVE HEIGHTS; Consider a Conditional Use Permit Amendment to Add an Addition to the Existing Convenience Store along with other Property Improvements for Property Located at 3240 57th Street

Mr. Link stated the applicant is proposing to construct an addition to and remodel the existing vacant gas service station on the southwest corner of 57th Street and Carmen Avenue. He explained the proposed plans include an 800 square foot addition and remodel, two additional fuel pumps and canopy, an LP fill station, one additional buried fuel tank, and additional landscaping. He noted the proposal meets the Conditional Use Permit criteria and complies with all requisite codes. He stated staff recommended that all landscaping be located outside the 20 foot utility easement on the north property line. He explained the Parks Department commented that there is a gap in the City's trail system along 57th Street between Cahill and Carmen Avenue and the City requested, and the applicant subsequently agreed, to grant the City a 15 foot trail/sidewalk easement along the northern property line so that in the future the City may consider the construction of a trail/sidewalk. He stated both Planning staff and the Planning Commission recommended approval of the request.

Councilmember Klein asked if South St. Paul has a sidewalk on the other side of the street.

Mr. Link responded in the negative.

Councilmember Piekarski Krech commended the applicant for working to clean up the site.

Motion by Piekarski Krech, second by Madden, to adopt Resolution No. 11-56 relating to a Conditional Use Permit Amendment to Add an Addition to the Existing Convenience Store along

with other Property Improvements for Property located at 3240 57th Street

Ayes: 5

Nays: 0 **Motion carried.**

PUBLIC WORKS:

C. CITY OF INVER GROVE HEIGHTS; Approve Resolution to Receive Amended Feasibility Study, Schedule Public Hearing and Authorize Preparation of Plans and Specifications for City Project No. 2010-09I, Blaine Avenue (North Area) Full Depth Mill and Repave from Upper 55th Street to 50th Street

Mr. Kaldunski explained this segment of Blaine Avenue was in the original feasibility study for City Project No. 2010-09C, and the City constructed the south segment and the north segment was delayed until 2011. He stated the feasibility study amendment updates the information for the Blaine Avenue north area. He explained Blaine Avenue was constructed in 1986 and the street pavement is stressed and has irreparable block cracking. He noted a portion of concrete sidewalk near Upper 55th Street, along Gertens property, has been damaged from equipment performing maintenance activity at their sign at Upper 55th and Blaine Avenue. He explained Gertens is responsible for this sidewalk via an agreement executed with the City.

Mr. Kaldunski stated Braun Intertec completed borings and field review of the street and sidewalk in 2010 and recommended full-depth replacement of the street pavement and replacing the damaged sidewalk with an eight foot bituminous trail. He noted improvements would also be made to the crosswalk on Blaine Avenue in accordance with required state-aid standards, and a center median would be installed to allow for pedestrian safety and ease of City maintenance activities.

Mr. Kaldunski explained engineering staff has had discussions with Gertens to address their responsibilities for the street and sidewalk improvements. He stated Gertens has verbally agreed to participate in the project costs and requested the project be completed by mid-September of 2011. He noted construction would be scheduled to start on July 5th.

Mr. Kaldunski stated the total estimated project cost is \$661,000 and the project will be funded from special assessments, Pavement Management Fund, and Water Operating Fund. He explained the special assessments occur to the benefitted properties in accordance with M.S. Chapter 429, and under the approved funding policy for the Pavement Management Program, the City portion of the costs consists of at least 25 percent of the assessable project cost, plus extra bituminous width, corner credits, and the cost of the items that are paid for in full by the City such as striping and pedestrian curb ramps. He noted some of the benefitted property is in the "green acres" program, and assessments to those parcels are governed by state laws. He added the City and Gertens would be entering into an agreement to allow the City to assess the "green acres" parcels. He explained Gertens would also be waiving their right to appeal the assessments as part of this agreement and would be 100% responsible for items related to the sidewalk/trail near Upper 55th Street and the median being installed to provide a pedestrian safe crosswalk.

Councilmember Piekarski Krech asked if the City is paying 100% for the pedestrian crossing in front of Gertens.

Mr. Kaldunski responded the City would be responsible for 100% of the costs for the pedestrian ramps.

Motion by Klein, second by Madden, to adopt Resolution No. 11-57 Receiving an Amended Feasibility Study, Scheduling a Public Hearing, and Authorizing the Preparation of Plans and Specifications for City Project No. 2010-09I, Blaine Avenue (North Area) Full Depth Mill and Repave from Upper 55th Street to 50th Street

Ayes: 5

Nays: 0 **Motion carried.**

D. CITY OF INVER GROVE HEIGHTS; Consider Resolution Receiving Feasibility Report and Authorizing the Negotiations for the Site Acquisition for City Project No. 2011-02, Concord Bioretention Basin at

78th Street

Mr. Kaldunski explained the project was initiated by the City Council on October 25, 2010 to order the preparation of a feasibility study for a bioretention basin on land the City would purchase from 4075 and 4095 78th Street. He stated this site was identified as a suitable location for a storm water management facility to provide water quality treatment before the storm water is discharged to the Mississippi River. He explained the proposed facility will provide for bioretention of solids and other debris, followed by rapid infiltration of water in the main basin. He noted this water quality facility would assist the City in meeting the anti-degradation guidelines established by the MPCA, and is also being reviewed as part of Dakota County's SWCD's subwatershed evaluation. He stated this basin along with rain gardens the City has been building will improve the water quality of storm water from the South Grove watershed.

Mr. Kaldunski stated the total estimated project cost is \$344,000. He explained the City's Capital Improvement Revolving Fund would be used to cover the site acquisitions and the City is working with Dakota County SWCD to secure a Clean Water Legacy Act Grant for the estimated cost of constructing the storm water treatment facility in 2012. He stated the City becomes eligible for the grant programs once the property is acquired.

Mr. Kaldunski reviewed the appraisal of the two sites proposed to be purchased by the City. He stated the acquisition cost is estimated to be \$52,000 based on the appraisals. He explained staff has had preliminary discussions with the property owners who have indicated their willingness to work with the City to complete the purchase agreements. He stated no assessments are anticipated for the project and if the City is successful in securing the grant the construction would be funded 100% because the City would provide its in-kind funding share through the site acquisition and engineering services.

Councilmember Klein asked what happens if the grant is not awarded to the City.

Mr. Kaldunski stated they can continue to apply for the grant and push construction of the project back until such time funding becomes available.

Mayor Tourville stated it appears that the properties will be landlocked after the acquisition. He suggested there may be a benefit in extending the second lot all the way to the next property line.

Mr. Lynch stated the first step would be to determine if the property is subdividable and if so, determine where the property can be accessed from.

Mr. Thureen responded that no access currently exists to the west.

Councilmember Piekarski Krech questioned if one of the lots created would be non-conforming.

Mr. Kaldunski stated the lots would be conforming because they were over-sized to begin with.

Mayor Tourville asked staff to determine if the property is subdividable, developable, and where the access point to any future development would be. He also asked staff to notify the neighbors regarding the potential purchase and future use of the property.

Motion by Klein, second by Madden, to adopt Resolution No. 11-58 Receiving the Feasibility Report and Authorizing the Negotiations for the Site Acquisition for City Project No. 2011-02, Concord Bioretention Basin at 78th Street

Ayes: 5

Nays: 0 Motion carried.

ADMINISTRATION:

E. CITY OF INVER GROVE HEIGHTS; Consider Third Reading of an Ordinance related to Emergency Management

Mr. Lynch stated no changes had been made to the ordinance since the first reading.

Motion by Klein, second by Grannis, to adopt Ordinance No. 1234 relating to Emergency

Management

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS:

Councilmember Klein commented on the poor road conditions of 65th Street, Babcock Trail, and Blaine Avenue. He questioned if there has been any information regarding failure of the asphalt mix.

Mr. Thureen stated a lot of cities in the metro are having similar issues and a study is being conducted by another agency.

Councilmember Grannis stated advisory commission applications were available on the web site.

9. ADJOURN: Motion by Piekarski Krech, second by Grannis, to adjourn. The meeting was adjourned by a unanimous vote at 8:20 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: April 25, 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 April 7, 2011 to April 20, 2011.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending April 20, 2011. The detail of these disbursements is attached to this memo.

General & Special Reveune	\$139,211.57
Debt Service & Capital Projects	558,983.82
Enterprise & Internal Service	76,216.57
Escrows	2,937.57
	<hr/>
Grand Total for All Funds	<u><u>\$777,349.53</u></u>

If you have any questions about any of the disbursements on the list, please call Bill Schroepfer, Accountant at 651-450-2516 or Cathy Shea, Asst. Finance Director at 651-450-2521.

Attached to this summary for your action is a resolution approving the disbursements for the period April 7, 2011 to April 20, 2011 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING APRIL 20, 2011**

WHEREAS, a list of disbursements for the period ending April 20, 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	\$139,211.57
	Debt Service & Capital Projects	558,983.82
	Enterprise & Internal Service	76,216.57
	Escrows	2,937.57
	Grand Total for All Funds	<u>\$777,349.53</u>

Adopted by the City Council of Inver Grove Heights this 25th day of April, 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
04/11/2011	105836	TURITTO'S PIZZA	COUNCIL WORK SESSION	101-1000-413.50-75		4/2011	107.48
						* Total	107.48
04/13/2011	105838	ACE PAINT & HARDWARE	CUST#501126	101-6000-451.60-16		4/2011	20.83
			CUST#501126	101-6000-451.60-16		4/2011	5.31
			CUST#501126	101-6000-451.40-40		4/2011	5.74
			CUST#501126	101-4200-423.40-40		4/2011	9.91
			CUST#501126	101-4200-423.40-42		4/2011	19.98
						* Total	61.77
04/13/2011	105840	ARAMARK UNIFORM SERVICE	VENDOR#7940	101-5200-443.60-45		4/2011	18.09
			VENDOR#7940	101-6000-451.60-45		4/2011	23.32
						* Total	41.41
04/13/2011	105841	BEACON ATHLETICS	CUST#B55077	101-6000-451.60-16		4/2011	475.00
						* Total	475.00
04/13/2011	105842	BELLEISLE, MONICA	EXPENSES	101-4200-423.50-35		4/2011	44.00
			EXPENSES	101-4200-423.50-65		4/2011	39.27
						* Total	83.27
04/13/2011	105845	BLOOMINGTON SECURITY SO	SOUTH VALLEY PARK	101-6000-451.40-40		4/2011	589.33
						* Total	589.33
04/13/2011	105852	CITY OF SAINT PAUL	USE OF FORCE INSTRUCTOR	101-4000-421.50-80		4/2011	1,770.00
						* Total	1,770.00
04/13/2011	105856	COPY RIGHT	IGH POLICE DEPT	101-4000-421.50-30		4/2011	72.76
			IGH POLICE DEPT	101-4000-421.50-30		4/2011	218.29
						* Total	291.05
04/13/2011	105858	CULLIGAN	ACCT157-98459100-6	101-4200-423.60-65		4/2011	5.30
						* Total	5.30
04/13/2011	105859	CULLIGAN	ACCT157-98459118-8	101-4200-423.60-65		4/2011	56.10
						* Total	56.10
04/13/2011	105860	DAKOTA CTY FINANCIAL SV	RECOUPMENT	101-4000-421.50-80		4/2011	75.00
						* Total	75.00
04/13/2011	105861	DAKOTA CTY FINANCIAL SV	ACCT#5070	101-4000-421.70-30		4/2011	1,369.14
			ACCT#5070	101-4200-423.70-50		4/2011	1,417.18
			ACCT#5070	101-5200-443.50-70		4/2011	48.04
						* Total	2,834.36
04/13/2011	105862	DAKOTA CTY PROPERTY REC	JANUARY 2011	101-2000-415.30-70		4/2011	11.44
			JANUARY 2011	101-4000-421.30-70		4/2011	2.16
			JANUARY 2011	101-5100-442.30-70		4/2011	27.76
						* Total	41.36
04/13/2011	105863	DAKOTA ELECTRIC ASSN	ACCT443054-2	101-6000-451.40-20		4/2011	578.81
						* Total	578.81

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/13/2011	105870	END OF THE ROAD, INC.	IGH FIRE DEPT	101-4200-423.40-42		4/2011	256.27
						* Total	256.27
04/13/2011	105880	INTOXIMETERS	INVER GROVE HEIGHTS PD	101-4000-421.60-65		4/2011	64.13
						* Total	64.13
04/13/2011	105884	JOHNSTON, MARK	EXPENSES	101-4200-423.40-40		4/2011	49.13
			EXPENSES	101-4200-423.60-11		4/2011	69.00
			EXPENSES	101-4200-423.60-40		4/2011	50.00
						* Total	168.13
04/13/2011	105885	JTD INC SPORTS TURF SPE	HERBICIDE	101-6000-451.60-35		4/2011	448.88
						* Total	448.88
04/13/2011	105886	KENISON, TERRI	IGH FIRE DEPT	101-4200-423.30-70		4/2011	908.44
						* Total	908.44
04/13/2011	105887	L.T.G. POWER EQUIPMENT	5656	101-6000-451.60-40		4/2011	1,058.02
						* Total	1,058.02
04/13/2011	105888	LANGUAGE LINE SERVICES	902-0909043	101-4000-421.50-20		4/2011	14.19
						* Total	14.19
04/13/2011	105890	LEAGUE OF MN CITIES	GEORGE TOURVILLE	101-1000-413.50-80		4/2011	395.00
			GEORGE TOURVILLE	101-1000-413.50-70		4/2011	120.00
						* Total	515.00
04/13/2011	105892	LEVANDER, GILLEN & MILL	CLIENT# 81000E	101-1000-413.30-40		4/2011	240.00
			CLIENT# 81000E	101-1000-413.30-42		4/2011	4,130.27
			CLIENT# 81000E	101-3200-419.30-42		4/2011	4,395.80
			CLIENT# 81000E	101-3300-419.30-42		4/2011	64.98
			CLIENT# 81000E	101-4000-421.30-42		4/2011	294.00
			CLIENT# 81000E	101-4200-423.30-42		4/2011	120.00
			CLIENT# 81000E	101-5000-441.30-42		4/2011	2,495.38
			CLIENT# 81000E	101-5100-442.30-42		4/2011	708.49
			CLIENT# 81000E	101-6000-451.30-42		4/2011	2,035.60
						* Total	14,484.52
04/13/2011	105893	LEVANDER, GILLEN & MILL	CLIENT# 92000E	101-4000-421.30-41		4/2011	13,942.28
						* Total	13,942.28
04/13/2011	105894	LEXISNEXIS	ACCT#1369635	101-4000-421.50-20		4/2011	78.75
						* Total	78.75
04/13/2011	105898	MENARDS - WEST ST. PAUL	30170270	101-6000-451.60-40		4/2011	148.83
						* Total	148.83
04/13/2011	105899	METROPOLITAN COUNCIL EN	SAC REPORT	101-0000-341.40-00		4/2011	66.90-
						* Total	66.90-
04/13/2011	105902	MIKE'S SHOE REPAIR, INC	IGH FIRE DEPT	101-4200-423.30-70		4/2011	24.00
			IGH FIRE DEPT	101-4200-423.30-70		4/2011	29.00
						* Total	53.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/13/2011	105903	MINNEAPOLIS OXYGEN CO.	CUST#113504	101-4200-423.30-70		4/2011	21.87
						* Total	21.87
04/13/2011	105904	MINNEAPOLIS OXYGEN CO.	CUST#113505	101-4200-423.30-70		4/2011	14.58
						* Total	14.58
04/13/2011	105905	MN CHIEFS OF POLICE ASS	INVER GROVE HEIGHTS PD	101-4000-421.60-65		4/2011	58.78
						* Total	58.78
04/13/2011	105915	PETTY CASH	2011 RABIES/LICENSE	101-0000-101.04-00		4/2011	300.00
						* Total	300.00
04/13/2011	105921	QWEST	651-457-7671 869	101-6000-451.50-20		4/2011	41.64
						* Total	41.64
04/13/2011	105922	QWEST	651-457-7674 999	101-6000-451.50-20		4/2011	41.64
						* Total	41.64
04/13/2011	105924	RANK, PAUL	EXPENSES	101-4200-423.50-75		4/2011	6.94
			EXPENSES	101-4200-423.60-18		4/2011	109.99
						* Total	116.93
04/13/2011	105926	RIVER HEIGHTS CHAMBER O	SM BUS LUNCHEON & TRADE	101-1000-413.50-75		4/2011	35.00
						* Total	35.00
04/13/2011	105927	S & T OFFICE PRODUCTS	CUST#S28777	101-6000-451.60-65		4/2011	45.07
						* Total	45.07
04/13/2011	105932	SHARROW LIFTING PRODUCT	18200	101-4200-423.40-42		4/2011	290.00
						* Total	290.00
04/13/2011	105933	SIRCHIE FINGER PRINT LA	CUST#00-0055077	101-4000-421.60-65		4/2011	539.94
						* Total	539.94
04/13/2011	105934	SOUTH ST PAUL STEEL SUP	REBAR	101-6000-451.60-65		4/2011	298.72
						* Total	298.72
04/13/2011	105940	STEENBERG, LUKE	EXPENSES	101-4200-423.60-18		4/2011	57.95
						* Total	57.95
04/13/2011	105944	TRACTOR SUPPLY CREDIT P	ACCT6597	101-6000-451.40-47		4/2011	32.71
			1893	101-6000-451.60-40		4/2011	18.20
						* Total	50.91
04/13/2011	105946	UNIFORMS UNLIMITED	ACCT#I14866	101-4000-421.60-45		4/2011	150.00
						* Total	150.00
04/13/2011	105950	US POSTMASTER	MAILING FOR USPS	101-1100-413.50-32		4/2011	2,166.85
						* Total	2,166.85
04/13/2011	105951	USA MOBILITY WIRELESS I	ACCT#0317409-1	101-4000-421.50-20		4/2011	26.60
						* Total	26.60

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04/13/2011	105958	XCEL ENERGY	51-6431857-4	101-4200-423.40-10		4/2011	2,253.53
			51-6431857-4	101-4200-423.40-20		4/2011	1,125.22
						* Total	3,378.75
04/13/2011	105959	YAHOO! CUSTODIAN OF REC	#11-697	101-4000-421.30-70		4/2011	20.44
						* Total	20.44
04/19/2011	105964	JIMMY JOHN'S SANDWICHES	COUNCIL WORK SESSION	101-1000-413.50-75		4/2011	437.41
						* Total	437.41
04/20/2011	105966	ANCOM COMMUNICATIONS, I	JOB TICKET 112703	101-4200-423.40-42		4/2011	154.50
						* Total	154.50
04/20/2011	105970	ATOM	REG ID#30862042	101-4000-421.50-80		4/2011	200.00
						* Total	200.00
04/20/2011	105973	BERG BAG COMPANY	CUST#INVE01	101-5200-443.60-16		4/2011	4,363.18
			CUST#INVE01	101-5200-443.60-16		4/2011	2,923.84
						* Total	7,287.02
04/20/2011	105975	CDW GOVERNMENT INC	CUST#2394832	101-4000-421.60-40		4/2011	423.25
						* Total	423.25
04/20/2011	105976	CDW GOVERNMENT INC	CUST#2394832	101-4000-421.60-40		4/2011	13.60
						* Total	13.60
04/20/2011	105977	CITY OF SAINT PAUL	MARCH 2011	101-5200-443.60-16		4/2011	2,715.95
						* Total	2,715.95
04/20/2011	105987	DAKOTA CTY TREASURER	2011 FIRST QTR UTILITIES	101-5400-445.40-20		4/2011	477.92
						* Total	477.92
04/20/2011	105988	DAKOTA CTY TREASURER-AU	ACCT#5070	101-4000-421.70-30		4/2011	1,369.14
			ACCT#5070	101-4200-423.70-50		4/2011	1,417.18
			ACCT#5070	101-5200-443.50-70		4/2011	48.04
						* Total	2,834.36
04/20/2011	105989	DAKOTA ELECTRIC ASSN	ACCT#109394-7	101-5400-445.40-20		4/2011	1,156.33
						* Total	1,156.33
04/20/2011	106000	HEALTH EAST	RUN 11-9579 TIEDEN,	101-4000-421.30-70		4/2011	85.00
						* Total	85.00
04/20/2011	106003	IMAGE TREND INC	IGH FIRE DEPT	101-4200-423.30-70		4/2011	3,110.00
						* Total	3,110.00
04/20/2011	106008	LOCAL GOVERNMENT INFORM	IGH POLICE DEPT	101-4000-421.70-30		4/2011	1,431.00
						* Total	1,431.00
04/20/2011	106012	MIKE'S SHOE REPAIR, INC	IGH FIRE DEPT	101-4200-423.30-70		4/2011	51.00
						* Total	51.00
04/20/2011	106013	MN GLOVE & SAFETY, INC.	REF#JEFF	101-5200-443.60-45		4/2011	123.76

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	123.76
04/20/2011	106015	MOORE MEDICAL LLC	CUST#21185816	101-4200-423.60-65		4/2011	543.67
						* Total	543.67
04/20/2011	106018	OSWALD, SCOTT	EXPENSES 2/1 & 4/16/11	101-4200-423.30-70		4/2011	75.00
			EXPENSES 2/1 & 4/16/11	101-4200-423.50-75		4/2011	8.78
						* Total	83.78
04/20/2011	106019	PETTY CASH	PARKING	101-1100-413.50-65		4/2011	18.00
			ANGELA FREIER - MILEAGE	101-2000-415.10-10		4/2011	10.80
			NORTHERN DAKOTA CTY	101-3300-419.50-65		4/2011	8.00
			NORTHERN DAKOTA CTY	101-3300-419.50-80		4/2011	16.00
			PARKING AT MET COUNCIL	101-6000-451.50-65		4/2011	4.00
						* Total	56.80
04/20/2011	106020	PINE BEND PAVING, INC.	STREETS	101-5200-443.60-16		4/2011	174.84
			STREETS	101-5200-443.40-46		4/2011	770.00
			STREETS	101-5200-443.60-16		4/2011	547.42
						* Total	1,492.26
04/20/2011	106024	S & T OFFICE PRODUCTS	CUST#S28777	101-1100-413.60-65		4/2011	23.17
			CUST#S28777	101-1100-413.60-65		4/2011	5.80
			CUST#S28777	101-1100-413.60-65		4/2011	35.01
			INV-OM2156/OM2588/OM7046	101-6000-451.60-65		4/2011	99.19
						* Total	163.17
04/20/2011	106026	SOLBERG AGGREGATE CO	STREET MAINTENANCE	101-5200-443.60-16		4/2011	818.28
						* Total	818.28
04/20/2011	106027	ST. PAUL HARLEY-DAVIDSO	IGH POLICE DEPT	101-4000-421.60-40		4/2011	456.73
						* Total	456.73
04/20/2011	106035	TWIN CITIES OCCUPATIONA	ACCT#N26-1251001589	101-1100-413.30-50		4/2011	55.00
						* Total	55.00
04/20/2011	106042	XCEL ENERGY	ACCT#51-6435129-1	101-5400-445.40-20		4/2011	134.65
						* Total	134.65
04/20/2011	106043	XCEL ENERGY	ACCT#51-5185446-3	101-4000-421.40-42		4/2011	11.31
			ACCT#51-5185446-3	101-4000-421.40-42		4/2011	8.29
			ACCT#51-5185446-3	101-4000-421.40-42		4/2011	11.31
			ACCT#51-5185446-3	101-4000-421.40-42		4/2011	10.56
						* Total	41.47
04/19/2011	800129	CAREY INDIANA LIMOUSINE	ELAN CC	101-4200-423.50-65		4/2011	77.99
						* Total	77.99
04/19/2011	800132	DELTA AIRLINES	ELAN CC	101-4200-423.50-65		4/2011	69.00
						* Total	69.00
04/19/2011	800136	HARD ROCK CAFE	ELAN CC	101-4200-423.50-75		4/2011	58.42
						* Total	58.42

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04/19/2011	800140	NORTHERN STAR COUNCIL	ELAN CC	101-4000-421.50-75		4/2011	60.00
						* Total	60.00
04/19/2011	800146	ROCK BOTTOM BREWERY	ELAN CC	101-4200-423.50-75		4/2011	91.06
						* Total	91.06
04/19/2011	800148	ST. ELMOS	ELAN CC	101-4200-423.50-75		4/2011	145.13
						* Total	145.13
04/19/2011	800149	STAYBRIDGE SUITES	ELAN CC	101-4200-423.50-75		4/2011	2,176.08
						* Total	2,176.08
04/19/2011	800150	SUBWAY - CAHILL	ELAN CC	101-4200-423.50-65		4/2011	107.13
						* Total	107.13
04/19/2011	800151	TRACTOR SUPPLY CREDIT P	ELAN CC	101-4200-423.40-40		4/2011	107.10
						* Total	107.10
04/19/2011	800154	US POSTMASTER	ELAN CC	101-4200-423.50-35		4/2011	44.00
						* Total	44.00
04/19/2011	800155	WAL-MART - IGH	ELAN CC	101-4200-423.60-11		4/2011	12.04
						* Total	12.04
				83 Checks	** Fund Total		74,034.31
04/13/2011	105868	EHLERS AND ASSOCIATES,	DEBT STUDY	399-9000-570.30-15		4/2011	1,520.00
						* Total	1,520.00
				1 Checks	** Fund Total		1,520.00
04/13/2011	105911	NAC MECHANICAL & ELECTR	B46556	400-6200-453.30-70		4/2011	29,740.00
						* Total	29,740.00
04/13/2011	105943	TOTAL CONSTRUCTION & EQ	B46556 B46556	400-6200-453.30-70 400-6200-453.30-70		4/2011 4/2011	25,935.00 1,365.00
						* Total	27,300.00
04/20/2011	106033	TOTAL CONSTRUCTION & EQ	IGH VMCC - LIGHTING	400-6200-453.30-70		4/2011	51,994.10
						* Total	51,994.10
				3 Checks	** Fund Total		109,034.10
04/13/2011	105846	BRAUN INTERTEC CORPORAT	CLIENT#I09213	402-6000-451.30-70		4/2011	8,763.34
						* Total	8,763.34
				1 Checks	** Fund Total		8,763.34
04/13/2011	105899	METROPOLITAN COUNCIL EN	SAC REPORT	404-0000-217.00-00		4/2011	6,690.00
						* Total	6,690.00
				1 Checks	** Fund Total		6,690.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/13/2011	105868	EHLERS AND ASSOCIATES,	TIF MANAGEMENT PLAN	405-9000-570.30-15		4/2011	868.75
						* Total	868.75
				1 Checks	** Fund Total		868.75
04/13/2011	105851	CENTURY FENCE	MARINA FENCE MATERIALS	425-5907-725.80-30	0507	4/2011	4,723.00
						* Total	4,723.00
04/13/2011	105892	LEVANDER, GILLEN & MILL	CLIENT# 81000E	425-5911-725.30-42	9811	4/2011	944.00
			CLIENT# 81000E	425-5922-725.30-42	0522	4/2011	528.10
						* Total	1,472.10
				2 Checks	** Fund Total		6,195.10
04/11/2011	105835	SHAW-LUNDQUIST ASSOCIAT	PUBLIC SAFETY ADD/CITY HA	428-5918-728.80-20	0818	4/2011	387,758.08
						* Total	387,758.08
04/13/2011	105892	LEVANDER, GILLEN & MILL	CLIENT# 81000E	428-5910-728.30-42	0810	4/2011	1,671.50
						* Total	1,671.50
				2 Checks	** Fund Total		389,429.58
04/20/2011	106025	SHORT ELLIOTT HENDRICKS	CLIENT PO#112151	429-5924-729.30-70	0924	4/2011	941.43
						* Total	941.43
				1 Checks	** Fund Total		941.43
04/13/2011	105892	LEVANDER, GILLEN & MILL	CLIENT# 81000E	440-5900-740.30-42	1109D	4/2011	2,107.24
						* Total	2,107.24
04/18/2011	105963	WINDSCAPES	SOUTH GROVE SOD REPAIR	440-5900-740.80-30	1009H	4/2011	26,205.18
						* Total	26,205.18
				2 Checks	** Fund Total		28,312.42
04/13/2011	105937	ST CROIX TREE SERVICE	IGH PARK DEPT	443-5900-743.60-16		4/2011	4,548.60
						* Total	4,548.60
				1 Checks	** Fund Total		4,548.60
04/13/2011	105892	LEVANDER, GILLEN & MILL	CLIENT# 81000E	446-5915-746.30-42	0315	4/2011	943.00
						* Total	943.00
				1 Checks	** Fund Total		943.00
04/13/2011	105868	EHLERS AND ASSOCIATES,	TIF MANAGEMENT PLAN	452-9000-570.30-15		4/2011	868.75
						* Total	868.75
				1 Checks	** Fund Total		868.75
04/13/2011	105868	EHLERS AND ASSOCIATES,	TIF MANAGEMENT PLAN	453-9000-570.30-15		4/2011	868.75
						* Total	868.75

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT	
				1 Checks	** Fund Total		868.75	
04/13/2011	105868	EHLERS AND ASSOCIATES,	UTILITY RATE STUDY	501-7100-512.30-15		4/2011	380.00	
							* Total	380.00
04/13/2011	105874	GOPHER STATE ONE-CALL	MN00435	501-7100-512.30-70		4/2011	172.55	
							* Total	172.55
04/13/2011	105876	HAWKINS INC	108816	501-7100-512.60-19		4/2011	501.90	
							* Total	501.90
04/13/2011	105906	MN DEPT OF HEALTH	DANIEL HELLING	501-7100-512.50-70		4/2011	23.00	
							* Total	23.00
04/13/2011	105907	MN DEPT OF HEALTH	ERIC KRAMER	501-7100-512.50-70		4/2011	23.00	
							* Total	23.00
04/13/2011	105908	MN DEPT OF HEALTH	JAMES SWEENEY	501-7100-512.50-70		4/2011	23.00	
							* Total	23.00
04/13/2011	105909	MN GLOVE & SAFETY, INC.	UTILITY DEPT	501-7100-512.60-16		4/2011	93.52	
							* Total	93.52
04/13/2011	105910	MN PIPE & EQUIPMENT	CUST#2195	501-7100-512.60-16		4/2011	202.76	
							* Total	202.76
04/13/2011	105956	XCEL ENERGY	ACCT# 51-6098709-7	501-7100-512.40-10		4/2011	80.74	
			ACCT# 51-6098709-7	501-7100-512.40-10		4/2011	69.71	
			ACCT# 51-6098709-7	501-7100-512.40-10		4/2011	53.97	
			ACCT# 51-6098709-7	501-7100-512.40-10		4/2011	61.85	
			ACCT# 51-6098709-7	501-7100-512.40-10		4/2011	1,088.65	
			ACCT# 51-6098709-7	501-7100-512.40-10		4/2011	58.82	
			ACCT# 51-6098709-7	501-7100-512.40-10		4/2011	66.72	
			ACCT# 51-6098709-7	501-7100-512.40-20		4/2011	84.93	
			ACCT# 51-6098709-7	501-7100-512.40-10		4/2011	52.50	
			ACCT# 51-6098709-7	501-7100-512.40-20		4/2011	89.77	
			ACCT# 51-6098709-7	501-7100-512.40-20		4/2011	106.34	
			ACCT# 51-6098709-7	501-7100-512.40-20		4/2011	138.35	
			ACCT# 51-6098709-7	501-7100-512.40-20		4/2011	50.93	
			ACCT# 51-6098709-7	501-7100-512.40-20		4/2011	229.36	
			ACCT# 51-6098709-7	501-7100-512.40-20		4/2011	46.85	
			ACCT# 51-6098709-7	501-7100-512.40-10		4/2011	31.19	
			ACCT# 51-6098709-7	501-7100-512.40-20		4/2011	2,625.16	
			ACCT# 51-6098709-7	501-7100-512.40-20		4/2011	230.98	
			ACCT# 51-6098709-7	501-7100-512.40-20		4/2011	4,733.54	
			ACCT# 51-6098709-7	501-7100-512.40-20		4/2011	3,997.28	
			ACCT# 51-6098709-7	501-7100-512.40-20		4/2011	19.01	
							* Total	13,916.65
04/20/2011	105971	AUTOMATIC SYSTEMS CO	CUST#INVE01	501-7100-512.40-42		4/2011	182.30	
							* Total	182.30
04/20/2011	105996	GERTENS	CUST#103566	501-7100-512.60-16		4/2011	21.32	

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04/20/2011	105996	GERTENS	CUST#103566	501-7100-512.60-16		4/2011	42.64
						* Total	63.96
04/20/2011	106014	MN PIPE & EQUIPMENT	CUST#2195	501-7100-512.60-16		4/2011	691.92
						* Total	691.92
				12 Checks	** Fund Total		16,274.56
04/13/2011	105843	BESSER, JANICE & ANDRE	REQUESTED CREDIT REFUND	502-0000-116.00-00		4/2011	63.86
						* Total	63.86
04/13/2011	105865	EAGLE CREEK TITLE LLC	REQUESTED CREDIT REFUND	502-0000-116.00-00		4/2011	148.59
						* Total	148.59
04/13/2011	105866	EDINA REALTY TITLE	REQUESTED CREDIT REFUND	502-0000-116.00-00		4/2011	27.25
						* Total	27.25
04/13/2011	105867	EDINA REALTY TITLE	REQUESTED CREDIT REFUND	502-0000-116.00-00		4/2011	64.42
						* Total	64.42
04/13/2011	105868	EHLERS AND ASSOCIATES,	UTILITY RATE STUDY	502-7200-514.30-15		4/2011	380.00
						* Total	380.00
04/13/2011	105871	FEDERAL NATIONAL MORTGA	REQUESTED CREDIT REFUND	502-0000-116.00-00		4/2011	43.74
						* Total	43.74
04/13/2011	105882	JOHN SCHUSTER GROUP	REQUESTED CREDIT REFUND	502-0000-116.00-00		4/2011	88.21
						* Total	88.21
04/13/2011	105901	MIDWEST GUARANTY TITLE	REQUESTED CREDIT REFUND	502-0000-116.00-00		4/2011	23.70
						* Total	23.70
04/13/2011	105942	THOMAS L HERZOG REAL ES	REQUESTED CREDIT REFUND	502-0000-116.00-00		4/2011	128.89
						* Total	128.89
04/13/2011	105949	US BANK NA	REQUESTED CREDIT REFUND	502-0000-116.00-00		4/2011	69.65
						* Total	69.65
04/13/2011	105956	XCEL ENERGY	ACCT# 51-6098709-7	502-7200-514.40-20		4/2011	25.13
			ACCT# 51-6098709-7	502-7200-514.40-20		4/2011	224.20
			ACCT# 51-6098709-7	502-7200-514.40-20		4/2011	12.90
			ACCT# 51-6098709-7	502-7200-514.40-20		4/2011	54.23
			ACCT# 51-6098709-7	502-7200-514.40-20		4/2011	36.54
			ACCT# 51-6098709-7	502-7200-514.40-20		4/2011	94.65
			ACCT# 51-6098709-7	502-7200-514.40-20		4/2011	670.96
						* Total	1,118.61
				11 Checks	** Fund Total		2,156.92
04/13/2011	105838	ACE PAINT & HARDWARE	CUST#501126	503-8600-527.40-42		4/2011	9.15
			CUST#501126	503-8600-527.40-42		4/2011	2.76
			CUST#501126	503-8600-527.40-40		4/2011	4.05
			CUST#501126	503-8600-527.40-42		4/2011	36.75

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	52.71
04/13/2011	105839	AMERICAN FLAGPOLE & FLA	INVERWOOD GOLF	503-8500-526.60-65		4/2011	250.52
						* Total	250.52
04/13/2011	105848	CARLSON TRACTOR & EQUIP	INVER004	503-8600-527.40-42		4/2011	172.21
						* Total	172.21
04/13/2011	105864	DAKOTA UNLIMITED INC	INVERWOOD GOLF COURSE	503-8100-522.40-45		4/2011	3,191.00
						* Total	3,191.00
04/13/2011	105878	HORNUNG'S GOLF PRODUCTS	ACCT#210618	503-8400-525.40-41		4/2011	126.37
						* Total	126.37
04/13/2011	105889	LAWSON PRODUCTS, INC.	ACCT#029554785523	503-8600-527.40-42		4/2011	240.21
						* Total	240.21
04/13/2011	105898	MENARDS - WEST ST. PAUL	ACCT#30170265	503-8600-527.60-12		4/2011	30.11
						* Total	30.11
04/13/2011	105912	NAPA OF INVER GROVE HEI	ACCT#301	503-8600-527.60-22		4/2011	27.71
			ACCT#301	503-8600-527.40-42		4/2011	67.74
			ACCT#301	503-8600-527.40-42		4/2011	27.59
						* Total	123.04
04/13/2011	105913	NIKE USA, INC.	CUST#79282	503-8200-523.76-20		4/2011	104.05
						* Total	104.05
04/13/2011	105935	SOUTH ST. PAUL HIGH SCH	HALF PAGE AD KAPOSIA	503-8500-526.50-25		4/2011	200.00
						* Total	200.00
04/13/2011	105953	WILSON SPORTING GOODS	187981	503-8200-523.76-25		4/2011	294.53
						* Total	294.53
04/13/2011	105960	YOCUM OIL COMPANY, INC.	ACCT#506975	503-8400-525.60-21		4/2011	1,819.57
						* Total	1,819.57
04/20/2011	105965	ACE PAINT & HARDWARE	CUST#501126	503-8600-527.40-40		4/2011	10.99
			CUST#501126	503-8600-527.60-20		4/2011	51.27
						* Total	62.26
04/20/2011	105967	ARAMARK	ACCT#3245292	503-8600-527.60-45		4/2011	283.58
						* Total	283.58
04/20/2011	105968	ARCTIC GLACIER, INC.	ACCT#1726134	503-8300-524.60-65		4/2011	210.04
						* Total	210.04
04/20/2011	105979	COCA COLA BOTTLING COMP	INVER WOOD GOLF COURSE	503-8300-524.76-10		4/2011	2,044.99
			INVER WOOD GOLF COURSE	503-8300-524.76-10		4/2011	294.00-
			INVER WOOD GOLF COURSE	503-8300-524.76-10		4/2011	309.00
						* Total	2,059.99
04/20/2011	105981	COLLEGE CITY BEVERAGE	CUST#03592	503-8300-524.76-15		4/2011	502.10

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	502.10
04/20/2011	105982	COPY RIGHT	INVERWOOD GOLF COURSE	503-8500-526.60-65		4/2011	944.41
						* Total	944.41
04/20/2011	105991	DRAFT TECHNOLOGIES	INVERWOOD GOLF COURSE	503-8300-524.40-42		4/2011	35.00
			INVER WOOD GOLF COURSE	503-8300-524.40-42		4/2011	171.40
						* Total	206.40
04/20/2011	105995	G & K SERVICES	CUST#01574-01	503-8600-527.60-45		4/2011	96.46
						* Total	96.46
04/20/2011	105997	GRAINGER	ACCT#855256939	503-8300-524.60-65		4/2011	521.32
						* Total	521.32
04/20/2011	105998	GRANDMA'S BAKERY	INVERWOOD GOLF COURSE	503-8300-524.76-05		4/2011	21.94
			INVERWOOD GOLF COURSE	503-8300-524.76-05		4/2011	49.83
			INVERWOOD GOLF COURSE	503-8300-524.76-05		4/2011	24.80
			INVERWOOD GOLF COURSE	503-8300-524.76-05		4/2011	24.81
						* Total	121.38
04/20/2011	105999	HANCO CORPORATION	INVER WOOD GOLF COURSE	503-8600-527.60-14		4/2011	292.03
						* Total	292.03
04/20/2011	106005	JJ TAYLOR DIST. COMPANY	INVER WOOD GOLF	503-8300-524.76-15		4/2011	382.10
						* Total	382.10
04/20/2011	106009	M. AMUNDSON LLP	CUST#902858	503-8300-524.76-05		4/2011	589.24
						* Total	589.24
04/20/2011	106011	MENARDS - WEST ST. PAUL	ACCT#30170265	503-8100-522.60-20		4/2011	59.53
						* Total	59.53
04/20/2011	106016	NIKE USA, INC.	CUST#79282	503-8200-523.76-20		4/2011	390.15
						* Total	390.15
04/20/2011	106023	REINDERS, INC.	CUST#326799	503-8600-527.60-50		4/2011	949.84
						* Total	949.84
04/20/2011	106029	SUMMIT FACILITY & KITCH	INVER WOOD GOLF COURSE	503-8300-524.40-42		4/2011	588.73
						* Total	588.73
04/20/2011	106030	SUN NEWSPAPERS	CUST#322184	503-8500-526.50-25		4/2011	374.25
						* Total	374.25
04/20/2011	106031	TDS METROCOM	ACCT#6514573667	503-8500-526.50-20		4/2011	259.25
						* Total	259.25
04/20/2011	106032	TITLEIST	ACCT#008363	503-8200-523.76-25		4/2011	136.74
			ACCT#8363	503-8200-523.76-25		4/2011	429.76
						* Total	566.50
04/20/2011	106034	TRACTOR SUPPLY CREDIT P	ACCT#1976	503-8600-527.40-42		4/2011	49.26

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	49.26
04/20/2011	106037	US FOODSERVICE	ACCT#03805983	503-8300-524.60-65		4/2011	1,107.48
			ACCT#03805983	503-8300-524.76-05		4/2011	1,200.49
			ACCT#03805983	503-8300-524.76-10		4/2011	158.53
						* Total	2,466.50
04/20/2011	106041	WITTEK	INVERWOOD GOLF COURSE	503-8100-522.60-20		4/2011	748.30
			CUST#123575	503-8400-525.40-41		4/2011	115.46
						* Total	863.76
04/19/2011	800139	MENARDS - WEST ST. PAUL	ELAN CC	503-8500-526.60-65		4/2011	8.52
						* Total	8.52
04/19/2011	800141	OFFICEMAX INC	ELAN CC	503-8500-526.60-10		4/2011	559.38
			ELAN CC	503-8500-526.60-65		4/2011	23.97
						* Total	583.35
04/19/2011	800154	US POSTMASTER	ELAN CC	503-8500-526.50-35		4/2011	16.15
						* Total	16.15
				38 Checks	** Fund Total		20,051.42
04/13/2011	105855	COMMUNITY EDUCATION	SENIOR TRIP	504-0000-227.10-00		4/2011	1,843.00
						* Total	1,843.00
04/13/2011	105879	HOUSEWRIGHT, DENISE	OVERPAYMENT ON BASEBALL	504-6100-452.70-45	R90100	4/2011	2.00
						* Total	2.00
04/13/2011	105881	INVER GROVE HEIGHTS SEN	SENIOR LUNCH	504-0000-227.10-00		4/2011	828.00
						* Total	828.00
04/13/2011	105896	LOWE'S	82131240199518	504-6100-452.60-09	R90100	4/2011	104.76
						* Total	104.76
04/13/2011	105900	MIDWEST FENCE & MFG CO	PINE BEND GARDEN	504-6100-452.60-09	R90100	4/2011	350.57
						* Total	350.57
04/13/2011	105914	OLD WORLD PIZZA	3/18/2011	504-6100-452.60-09	R31000	4/2011	142.55
			2/13/2011	504-6100-452.60-09	R90100	4/2011	48.85
						* Total	191.40
04/13/2011	105929	SAM'S CLUB	7715090061606950	504-6100-452.60-09	R31000	4/2011	7.11
						* Total	7.11
04/13/2011	105930	SAM'S CLUB	7715090065702540	504-6100-452.60-09	R31000	4/2011	24.46
			7715090065702540	504-6100-452.60-09	R31000	4/2011	88.24
			7715090065702540	504-6100-452.50-70	R90100	4/2011	140.00
						* Total	252.70
04/13/2011	105944	TRACTOR SUPPLY CREDIT P	6597	504-6100-452.60-09	R90100	4/2011	117.83
						* Total	117.83

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/13/2011	105945	TRACTOR SUPPLY CREDIT P	ACCT6563	504-6100-452.60-09	R90100	4/2011	117.83
						* Total	117.83
04/14/2011	105962	FIRST IMPRESSION GROUP,	JOB #44583	504-6100-452.50-35	R90100	4/2011	1,062.50
						* Total	1,062.50
04/20/2011	106019	PETTY CASH	PARKING FOR SPARKS -	504-6100-452.50-65	R20100	4/2011	12.00
						* Total	12.00
04/20/2011	106036	TWIN CITY TRUCK & VAN R	IGH PARKS & REC IGH PARKS & REC	504-6100-452.40-65 504-6100-452.40-65	R20100 R20100	4/2011 4/2011	106.43 106.43
						* Total	212.86
04/19/2011	800130	CORNER STORE, THE	ELAN CC	504-6100-452.40-65	R20100	4/2011	29.00
						* Total	29.00
04/19/2011	800131	CUB FOODS	ELAN CC	504-6100-452.60-09	R31000	4/2011	74.57
						* Total	74.57
04/19/2011	800133	DOLLAR TREE	ELAN CC	504-6100-452.60-09	R31000	4/2011	58.92
						* Total	58.92
04/19/2011	800135	GAMMA SPORTS	ELAN CC	504-6100-452.60-09	R40370	4/2011	382.81
						* Total	382.81
04/19/2011	800142	PARTY CITY	ELAN CC	504-6100-452.60-09	R31000	4/2011	44.41
						* Total	44.41
04/19/2011	800144	PRINCE SPORTS	ELAN CC	504-6100-452.60-09	R40370	4/2011	103.95
						* Total	103.95
04/19/2011	800152	U OF M - RAPTOR CENTER	ELAN CC	504-6100-452.50-90	R20100	4/2011	117.50
						* Total	117.50
04/19/2011	800153	US LACROSSE	ELAN CC	504-6100-452.50-70	R40200	4/2011	50.00
						* Total	50.00
				21 Checks	** Fund Total		5,963.72
04/13/2011	105838	ACE PAINT & HARDWARE	CUST#501126 CUST#501126	505-6200-453.60-16 505-6200-453.60-16	C25000 C21000	4/2011 4/2011	22.43 12.35
						* Total	34.78
04/13/2011	105844	BIEBERT, CLAUDIA	3/5-11/2011 EXPENSES	505-6200-453.60-40	C70000	4/2011	27.78
						* Total	27.78
04/13/2011	105854	COMCAST	8772 10 591 0277033	505-6200-453.50-70	C10000	4/2011	74.95
						* Total	74.95
04/13/2011	105857	CRARY, AMY	EXPENSES 3/27/2011 EXPENSES 2/23-28/2011 EXPENSES 2/23-28/2011	505-6200-453.50-65 505-6200-453.50-80 505-6200-453.60-40	C70000 C70000 C70000	4/2011 4/2011 4/2011	15.40 98.00 21.78
						* Total	135.18

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/13/2011	105872	FERRELLGAS	ACCT#7757735	505-6200-453.60-21	C21000	4/2011 * Total	473.10 473.10
04/13/2011	105873	GLEWWE DOORS	RR 33 11	505-6200-453.60-16	C21000	4/2011 * Total	244.70 244.70
04/13/2011	105875	GRAINGER	ACCT#806460150 ACCT#806460150 806460150	505-6200-453.60-40 505-6200-453.40-40 505-6200-453.40-40	C21000 C25000 C21000	4/2011 4/2011 4/2011 * Total	245.83 301.55 181.79 729.17
04/13/2011	105876	HAWKINS INC	CUST#108815	505-6200-453.60-15	C25000	4/2011 * Total	1,874.78 1,874.78
04/13/2011	105877	HILLYARD INC	CUST#274069	505-6200-453.40-42	C25000	4/2011 * Total	1,165.92 1,165.92
04/13/2011	105883	JOHNSON CONTROLS	1295202	505-6200-453.40-40	C25000	4/2011 * Total	2,956.17 2,956.17
04/13/2011	105895	LOUISIANA, BENJAMIN	REFUND	505-0000-352.35-00	CS1000	4/2011 * Total	22.00 22.00
04/13/2011	105897	M & E ENGINEERING INC	AHU-2 REPLACEMENT #00111	505-6200-453.30-30	C25000	4/2011 * Total	8,686.60 8,686.60
04/13/2011	105914	OLD WORLD PIZZA	12/31/10	505-6200-453.60-65	C50000	4/2011 * Total	32.79 32.79
04/13/2011	105923	R & R SPECIALTIES OF WI	IGH COMMUNITY CENTER	505-6200-453.40-42	C21000	4/2011 * Total	70.50 70.50
04/13/2011	105925	RICE SOUND & SERVICE IN	IGH COMMUNITY CENTER	505-6200-453.40-42	C70000	4/2011 * Total	64.00 64.00
04/13/2011	105929	SAM'S CLUB	7715090061606950 7715090061606950 7715090061606950 7715090061606950 7715090061606950 7715090061606950 7715090061606950	505-6200-453.76-05 505-6200-453.60-65 505-6200-453.60-65 505-6200-453.76-05 505-6200-453.60-65 505-6200-453.60-65 505-6200-453.60-65	C30300 C60100 C70000 C16000 C16000 C16000 C16000	4/2011 4/2011 4/2011 4/2011 4/2011 4/2011 4/2011 * Total	32.22 8.10 32.10 2.98 21.16 42.25 12.98 151.79
04/13/2011	105936	SPRUNG SERVICES	VMCC	505-6200-453.40-40	C25000	4/2011 * Total	630.50 630.50
04/13/2011	105939	STAYWELL COMPANY	660452	505-6200-453.60-18	C50000	4/2011 * Total	285.72 285.72
04/13/2011	105941	STERICYCLE INC	2003272	505-6200-453.40-25	C10000	4/2011 * Total	388.26 388.26

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/13/2011	105947	UNITED LABORATORIES	55077-004	505-6200-453.60-11	C21000	4/2011	192.40
						* Total	192.40
04/13/2011	105948	UNITED LABORATORIES	55077-004	505-6200-453.60-11	C25000	4/2011	192.40
						* Total	192.40
04/13/2011	105952	VANCO SERVICES LLC	ES12073	505-6200-453.70-60	C10100	4/2011	157.75
						* Total	157.75
04/13/2011	105957	XCEL ENERGY	51-6867948-7	505-6200-453.40-10	C25000	4/2011	12,445.29
			51-6867948-7	505-6200-453.40-10	C21000	4/2011	4,098.77
			51-6867948-7	505-6200-453.40-20	C21000	4/2011	8,873.47
			51-6867948-7	505-6200-453.40-20	C25000	4/2011	10,863.16
						* Total	36,280.69
04/13/2011	105961	2ND WIND EXERCISE, INC.	VMCC - AMY CRARY	505-6200-453.40-42	C70000	4/2011	200.28
						* Total	200.28
04/14/2011	105962	FIRST IMPRESSION GROUP,	JOB #44583	505-6200-453.50-35	C10000	4/2011	1,062.50
						* Total	1,062.50
04/20/2011	105980	COFFELL, MATT	CXL CLASS - REFUND	505-0000-352.35-00	C71000	4/2011	34.00
						* Total	34.00
04/20/2011	106001	HOME DEPOT CREDIT SERVI	ACCT#6035322017128343	505-6200-453.60-16	C25000	4/2011	59.56
			ACCT#6035322017128343	505-6200-453.60-16	C21000	4/2011	146.00
			ACCT#6035322017128343	505-6200-453.60-40	C21000	4/2011	113.22
			ACCT#6035322017128343	505-6200-453.60-16	C25000	4/2011	28.48
						* Total	347.26
04/20/2011	106011	MENARDS - WEST ST. PAUL	ACCT#30170270	505-6200-453.60-16	C21000	4/2011	165.24
						* Total	165.24
04/20/2011	106019	PETTY CASH	BACKGROUND CHECK FOR	505-6200-453.60-65	C70000	4/2011	32.34
						* Total	32.34
04/20/2011	106040	VISUAL COMMUNICATIONS	JOB#110103B	505-6200-453.30-70	C10000	4/2011	1,671.50
						* Total	1,671.50
04/19/2011	800127	AQUATIC EXERCISE ASSOCI	ELAN CC	505-6200-453.60-40	C70000	4/2011	200.00
						* Total	200.00
04/19/2011	800134	FITNESS FIRST	ELAN CC	505-6200-453.60-40	C70000	4/2011	224.56
						* Total	224.56
04/19/2011	800137	HOLIDAY	ELAN CC	505-6200-453.50-65	C70000	4/2011	355.00
						* Total	355.00
04/19/2011	800138	LOGITECH	ELAN CC	505-6200-453.60-16	C70000	4/2011	17.30
						* Total	17.30
04/19/2011	800142	PARTY CITY	ELAN CC	505-6200-453.60-65	C10000	4/2011	12.38-
						* Total	12.38-

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/19/2011	800145	RADIO SHACK	ELAN CC	505-6200-453.60-16	C70000	4/2011	8.56
						* Total	8.56
04/19/2011	800154	US POSTMASTER	ELAN CC	505-6200-453.50-35	C10100	4/2011	5.45
						* Total	5.45
04/19/2011	800156	ZUMBA FITNESS	ELAN CC	505-6200-453.50-70	C70000	4/2011	30.00
						* Total	30.00
				38 Checks	** Fund Total		59,213.54
04/13/2011	105837	ABM EQUIPMENT & SUPPLY	CUST#0126850	603-5300-444.40-41		4/2011	3,380.18
						* Total	3,380.18
04/13/2011	105840	ARAMARK UNIFORM SERVICE	VENDOR#7940	603-5300-444.40-65		4/2011	32.94
			VENDOR#7940	603-5300-444.60-45		4/2011	17.95
						* Total	50.89
04/13/2011	105847	BRITE COLOR PRESS	PUBLIC WORKS	603-5300-444.60-65		4/2011	482.06
						* Total	482.06
04/13/2011	105849	CARQUEST AUTO PARTS STO	CUST#614420	603-5300-444.40-41		4/2011	12.74
			CUST#614420	603-5300-444.40-41		4/2011	12.74
			CUST#614420	603-0000-145.50-00		4/2011	11.20
			CUST#614420	603-5300-444.60-12		4/2011	16.39
			CUST#614420	603-5300-444.60-12		4/2011	49.96
			CUST#614420	603-0000-145.50-00		4/2011	31.10
						* Total	108.65
04/13/2011	105850	CENTENNIAL GLASS	WORKORDER:W00001822	603-5300-444.40-41		4/2011	266.18
						* Total	266.18
04/13/2011	105853	CLAREY'S SAFETY EQUIPME	IGH FIRE DEPT	603-5300-444.40-41		4/2011	193.14
						* Total	193.14
04/13/2011	105869	EMERGENCY APPARATUS MAI	IGH FIRE DEPT	603-5300-444.40-41		4/2011	1,408.59
						* Total	1,408.59
04/13/2011	105875	GRAINGER	855257697	603-5300-444.40-41		4/2011	26.73
						* Total	26.73
04/13/2011	105916	POMP'S TIRE SERVICE, IN	ACCT#4502557	603-5300-444.60-14		4/2011	827.23
			ACCT#4502557	603-5300-444.60-14		4/2011	569.69
						* Total	1,396.92
04/13/2011	105917	POMP'S TIRE SERVICE, IN	CUST#4502557	603-5300-444.60-14		4/2011	2,300.68
						* Total	2,300.68
04/13/2011	105919	PUBLIC SAFETY EQUIPMENT	INVER GROVE HEIGHTS PD	603-5300-444.40-41		4/2011	405.00
						* Total	405.00
04/13/2011	105920	QUALITY AUTO CARE CENTE	CUST# 5238	603-5300-444.40-41		4/2011	145.08
						* Total	145.08

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/13/2011	105931	SECURITY ACCESS SYSTEMS	PREVENTATIVE MAINTENANCE	603-5300-444.40-42		4/2011	325.00
						* Total	325.00
04/13/2011	105938	ST. JOSEPH EQUIPMENT, I	SI0930	603-5300-444.40-41		4/2011	68.11
						* Total	68.11
04/20/2011	105965	ACE PAINT & HARDWARE	CUST#501126	603-5300-444.60-10		4/2011	20.81
						* Total	20.81
04/20/2011	105969	ARROW PEST CONTROL	4/11/2011	603-5300-444.40-40		4/2011	72.85
						* Total	72.85
04/20/2011	105974	CARQUEST AUTO PARTS STO	CUST#614420	603-5300-444.40-41		4/2011	21.78
			CUST#614420	603-5300-444.40-41		4/2011	8.68
			CUST#614420	603-5300-444.40-41		4/2011	40.59
			CUST#614420	603-5300-444.40-41		4/2011	36.34
			CUST#614420	603-5300-444.40-41		4/2011	57.92
			CUST#614420	603-5300-444.40-41		4/2011	19.21
			CUST#614420	603-5300-444.40-41		4/2011	38.41
			CUST#614420	603-5300-444.40-41		4/2011	10.89
			CUST#614420	603-0000-145.50-00		4/2011	32.87
			CUST#614420	603-0000-145.50-00		4/2011	5.77
			CUST#614420	603-0000-145.50-00		4/2011	22.21
			CUST#614420	603-5300-444.60-12		4/2011	7.33
						* Total	280.22
04/20/2011	105990	DAVIS EQUIPMENT CORPORA	PARKS MOWER	603-5300-444.40-41		4/2011	230.21
						* Total	230.21
04/20/2011	105992	EMERGENCY AUTOMOTIVE TE	POLICE DEPT	603-5300-444.40-41		4/2011	225.87
						* Total	225.87
04/20/2011	105993	FACTORY MOTOR PARTS COM	ACCT#10799	603-0000-145.50-00		4/2011	59.00
			ACCT#10799	603-0000-145.50-00		4/2011	78.59
			ACCT#10799	603-5300-444.40-41		4/2011	13.00
			ACCT#10799	603-5300-444.40-41		4/2011	340.27
						* Total	490.86
04/20/2011	105999	HANCO CORPORATION	REF#CHARLIE	603-5300-444.40-41		4/2011	205.58
						* Total	205.58
04/20/2011	106006	KREMER SERVICES LLC	WORK ORD#11959	603-5300-444.40-41		4/2011	100.24
						* Total	100.24
04/20/2011	106007	L.T.G. POWER EQUIPMENT	PARKS MOWER BLADES	603-5300-444.40-41		4/2011	300.75
						* Total	300.75
04/20/2011	106021	R & R CARPET SERVICE	MAR. 2011	603-5300-444.40-65		4/2011	78.00
						* Total	78.00
04/20/2011	106022	REED'S SALES & SERVICE	ACCT#INCI191	603-5300-444.40-41		4/2011	60.51
						* Total	60.51

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/20/2011	106024	S & T OFFICE PRODUCTS	INV-OM2156/OM2588/OM7046	603-5300-444.60-10		4/2011	290.66
						* Total	290.66
04/20/2011	106028	STERTIL-KONI USA, INC.	CUST#INVER GROVE	603-5300-444.60-40		4/2011	2,672.00
						* Total	2,672.00
				27 Checks	** Fund Total		15,585.77
04/13/2011	105918	PRECISION DATA SYSTEMS	CUST#0116	604-2200-416.60-05		4/2011	931.47
						* Total	931.47
04/13/2011	105928	S & T OFFICE PRODUCTS	CUST#S28777	604-2200-416.60-10		4/2011	333.69
						* Total	333.69
04/20/2011	106004	JACKSON HIRSH INC	CUST#8803159	604-2200-416.60-10		4/2011	105.30
						* Total	105.30
04/20/2011	106024	S & T OFFICE PRODUCTS	INV-OM2156/OM2588/OM7046	604-2200-416.60-10		4/2011	78.36
						* Total	78.36
04/19/2011	800141	OFFICEMAX INC	ELAN CC	604-2200-416.60-10		4/2011	94.26
						* Total	94.26
04/19/2011	800155	WAL-MART - IGH	ELAN CC	604-2200-416.60-10		4/2011	34.56
						* Total	34.56
				6 Checks	** Fund Total		1,577.64
04/20/2011	105985	CULLIGAN	ACCT#157-98503022-8	605-3100-419.60-11		4/2011	53.56
						* Total	53.56
04/20/2011	105994	FLUID INTERIORS LLC	PO JENELLE	605-3100-419.60-40		4/2011	254.54
						* Total	254.54
04/20/2011	106002	HUEBSCH SERVICES	CUST#100075	605-3100-419.40-65		4/2011	49.15
						* Total	49.15
04/20/2011	106010	MANKATO ANSWERING SERVI	ACCT.#2170	605-3100-419.40-40		4/2011	144.45
						* Total	144.45
04/20/2011	106039	USA MOBILITY WIRELESS I	ACCT#0317493-5	605-3100-419.40-65		4/2011	4.91
						* Total	4.91
04/20/2011	106044	ZAYO ENTERPRISE NETWORK	ACCT#005456	605-3100-419.50-20		4/2011	20.73
						* Total	20.73
				6 Checks	** Fund Total		527.34
04/20/2011	105972	BATTERIES PLUS	CUST#C-1034	606-1400-413.60-10		4/2011	2.66
						* Total	2.66
04/20/2011	105983	CREATIVE VISION TECHNOL	CUST#CH1302	606-1400-413.60-10		4/2011	2,214.24
			CUST#CH1302	606-1400-413.60-41		4/2011	15,116.40

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	17,330.64
04/20/2011	106017	OFFICE OF ENTERPRISE TE	CUST#200B00171	606-1400-413.30-75		4/2011	311.81
						* Total	311.81
04/20/2011	106038	US INTERNET	4/10-5/9/2011	606-1400-413.30-70		4/2011	200.00
						* Total	200.00
04/19/2011	800128	BEST BUY BUSINESS ADVAN	ELAN CC	606-1400-413.60-41		4/2011	235.66
						* Total	235.66
04/19/2011	800143	PRECISION ROLLER	ELAN CC	606-1400-413.60-41		4/2011	25.50
						* Total	25.50
04/19/2011	800147	SONICWALL SERVICES	ELAN CC	606-1400-413.60-10		4/2011	1,936.65
						* Total	1,936.65
				7 Checks	** Fund Total		20,042.92
04/13/2011	105892	LEVANDER, GILLEN & MILL	CLIENT# 81000E	702-0000-228.20-00		4/2011	22.00
			CLIENT# 81000E	702-0000-228.92-00		4/2011	1,240.00
			CLIENT# 81000E	702-0000-229.17-00		4/2011	779.00
						* Total	2,041.00
04/20/2011	105978	CLAY COUNTY SHERIFF'S O	AMANDA JUSTINE IVEY	702-0000-229.10-00		4/2011	325.00
						* Total	325.00
04/20/2011	105984	CULLIGAN	ACCT#157-98473242-8	702-0000-228.63-00		4/2011	67.87
						* Total	67.87
04/20/2011	105986	DAKOTA CTY ATTORNEY	VEH FOR 10-0250	702-0000-229.10-00		4/2011	503.70
						* Total	503.70
				4 Checks	** Fund Total		2,937.57
				271 Checks	*** Bank Total		777,349.53
				271 Checks	*** Grand Total		777,349.53

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 1 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation B & B Sheetmetal and Roofing, Inc.

Meeting Date: April 25, 2011
Item Type: Consent
Contact: Jenelle Teppen, Asst City Admin *JT*
Prepared by:
Reviewed by:

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

PURPOSE/ACTION REQUESTED Consider Pay Voucher No. 1 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation – B & B Sheetmetal and Roofing.

SUMMARY This contract was awarded in an amount of \$134,000 to B & B Sheetmetal and Roofing on January 24, 2011 for the re-roof of the existing City Hall.

The contractor has completed the work through March 31, 2011 in accordance with the contract plans and specifications. A 5% retainage will be maintained until the project is completed.

Staff recommends approval of Pay Voucher No. 1 in the amount of \$76,506.95 to B & B Sheetmetal and Roofing for work on City Project No. 2008-18 – Public Safety Addition/City Hall Renovation.

Attachment: Pay Voucher No. 1

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

ESTIMATE NO: 1 (One)
DATE: April 25, 2011
PERIOD ENDING: March 31, 2011
CONTRACT: Re-Roofing Project
PROJECT NO: 2008-18 – Public Safety Addition/City Hall Renovation

TO: B & B Sheetmetal and Roofing, Inc.
210 Centennial Drive
Buffalo, MN 55313

Original Contract Amount \$134,000.00
Total Addition \$0.00
Total Deduction \$0.00
Total Contract Amount \$134,000.00
Total Value of Work to Date \$80,590.47
Less Retained (5%) \$4,029.52
Less Previous Payment \$0.00
Total Approved for Payment this Voucher \$76,560.95
Total Payments including this Voucher \$76,560.95

Approvals:

Pursuant to field observation, and approval by the Architect and Owner's Representative, I hereby recommend for payment the above stated amount for work performed through March 31, 2011.

Signed by: _____ April 25, 2011
Jenelle Teppen, Assistant City Administrator

Signed by: _____
B & B Sheetmetal and Roofing, Inc. Date

Signed by: _____ April 26, 2011
George Tourville, Mayor

Application and Certificate for Payment

TO OWNER: CITY OF INVER GROVE HEIGHTS
8150 BARBARA AVE
INVER GROVE HEIGHTS, MN. 55077

FROM CONTRACTOR: B&B SHEETMETAL & ROOFING, INC.
210 CENTENNIAL DRIVE
BUFFALO, MN. 55313

PROJECT: INVER GROVE HEIGHTS CITY HALL
8150 BARBARA AVE

VIA ARCHITECT: BKV GROUP
222 N 2ND STREET

APPLICATION NO. 1 **Distribution to:**
PERIOD TO: 03/31/11 OWNER

CONTRACT FOR: RE-ROOFING PROJECT ARCHITECT

CONTRACT DATE: 02/09/11 CONTRACTOR

PROJECT NOS: / FIELD

OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 134,000.00
 2. NET CHANGE BY CHANGE ORDERS \$.00
 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 134,000.00
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 80,590.47
 5. RETAINAGE:
 - a. 5 % of Completed Work
(Columns D + E on G703) \$ 4,029.52
 - b. 0 % of Stored Material
(Column F on G703) \$.00
- Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ 4,029.52
6. TOTAL EARNED LESS RETAINAGE \$ 76,560.95
(Line 4 minus Line 5 Total)
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$.00
(Line 6 from prior Certificate)
 8. CURRENT PAYMENT DUE \$ 76,560.95
 9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 57,439.05
(Line 3 minus Line 6)

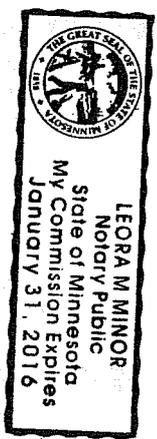
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$.00	\$.00
Total approved this month	\$.00	\$.00
TOTAL	\$.00	\$.00
NET CHANGES by Change Order	\$.00	\$.00

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

CONTRACTOR: By: Brad Buser Date: 3/11/11

State of: Minnesota
County of: Wright
Subscribed and sworn to before me this 11th day of March 2011

Notary Public: Jessie M
My commission expires: 1/31/14



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 76,560.95
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: By: [Signature] Date: 4/18/2011

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

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



AIA®

Document G703™ - 1992

Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009,

Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

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

APPLICATION NO: 01

APPLICATION DATE: 03/10/11

PERIOD TO: 03/31/11

ARCHITECT'S PROJECT NO:

A	B	C	D		E	F	G		H	I
			WORK COMPLETED	FROM PREVIOUS APPLICATION (D + E)			TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)			BALANCE TO FINISH (C - G)	RETAINAGE (If variable rate)
1	ROOFING LABOR	39,143.38	.00	.00	11,743.01	.00	11,743.01	30	27,400.37	587.15
2	ROOFING MATERIAL	61,273.56	.00	.00	61,273.56	.00	61,273.56	100	.00	3,063.68
3	SHEETMETAL FAB LABOR	801.74	.00	.00	.00	.00	.00	0	801.74	.00
4	SHEETMETAL INSTAL LABOR	9,554.23	.00	.00	.00	.00	.00	0	9,554.23	.00
5	SHEETMETAL MATERIAL	8,079.29	.00	.00	.00	.00	.00	0	8,079.29	.00
6	CRANE	1,447.62	.00	.00	723.81	.00	723.81	50	723.81	36.19
7	SUBCONTRACT	.00	.00	.00	.00	.00	.00	0	.00	.00
8	GENERAL CONDITIONS	13,700.18	.00	.00	6,850.09	.00	6,850.09	50	6,850.09	342.50
11	CHANGE ORDER	.00	.00	.00	.00	.00	.00	0	.00	.00
GRAND TOTAL		134,000.00	.00	.00	80,590.47	.00	80,590.47	60.14	53,409.53	4,029.52

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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER CHANGE ORDER NO. TWO FOR CITY PROJECT 2008-18 PUBLIC SAFETY ADDITION/CITY HALL RENOVATION – Tri Com Communications

Meeting Date: April 25, 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. 2 for City Project 2008-18 Public Safety Addition/City Hall Renovation from Tri Com Communications.

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

This Change Order request comprises one item.

Tech PR 015 Provide J-Hooks to install backbone and support station cabling. \$1,828.10

The Contract amount is reflected to increase \$1,828.10 for this item leaving a contract balance of \$142,608.13.

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

CHANGE ORDER

OWNER _____
ARCHITECT _____
CONTRACTOR _____
FIELD _____
OTHER _____

AIA DOCUMENT G701

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

PROJECT: Inver Grove Heights Public Safety & City Hall Remodel
CHANGE ORDER NO.: Tech- Tricom- Two (02)
DATE: 25 April, 2011
TO CONTRACTOR: TriCOM Communications Inc.
1301 Corporate Center Drive,
Suite 160
Eagan, MN 55121
ARCHITECT'S PROJECT #: 1643.01
CONTRACT DATE: February 8, 2010
CONTRACT FOR: Cabling Infrastructure

The contract is changed as follows:

I. Tech PR 015: Provide J-hooks to install backbone and support station cabling.	\$1,828.10
The original (Contract Sum)(Guaranteed Maximum Price) was	\$113,986.00
Net change by previously authorized Change Orders	\$26,794.03
The (Contract Sum)(Guaranteed Maximum Price) prior to this Change Order was	\$140,780.03
The (Contract Sum)(Guaranteed Maximum Price) will be (increased)(decreased)(unchanged) by this change order in the amount of	\$1,828.10
The new (Contract Sum)(Guaranteed Maximum Price) including this Change Order will be	\$142,608.13

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

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

Authorized:

ARCHITECT	CONTRACTOR	OWNER
Boarman Kroos Vogel Group, Inc. Address 222 N. 2nd Street Minneapolis, MN 55401	TRICOM Communications, Inc Address 1301 Corporate Center Drive, Suite 160 Eagan, MN 55121	City of Inver Grove Heights Address 8150 Barbara Avenue Inver Grove Heights, MN 55077

BY _____ BY _____ BY _____

Jack Boarman, President
DATE DATE DATE

AIA DOCUMENT G701 * CHANGE ORDER * 1987 EDITION * AIA - COPYRIGHT 1987 *
THE AMERICAN INSTITUTE OF ARCHITECT'S, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006-5292
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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 6 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation
TRICOM Communications

Meeting Date: April 25, 2011
Item Type: Consent
Contact: Jenelle Teppen, Asst City Admin *J*
Prepared by:
Reviewed by:

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

PURPOSE/ACTION REQUESTED Consider Pay Voucher No. 6 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation – TRICOM Communications.

SUMMARY This contract was awarded in an amount of \$113,986.00 to TRICOM Communications on January 11, 2010 for the project identified above. The contract amount was amended with the approval of change orders totaling \$28,622.13 for a new contract amount total of \$142,608.13.

The contractor has completed the work through March 21, 2011 in accordance with the contract plans and specifications. A 5% retainage will be maintained until the project is completed.

Staff recommends approval of Pay Voucher No. 6 in the amount of \$9,733.23 to TRICOM Communications for work on City Project No. 2008-18 – Public Safety Addition/City Hall Renovation.

Attachment: Pay Voucher No. 6

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

ESTIMATE NO: 6 (six)
 DATE: April 25, 2011
 PERIOD ENDING: March 21, 2011
 CONTRACT: Public Safety Addition City Hall Renovation
 PROJECT NO: 2008-18 – Public Safety Addition/City Hall Renovation

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

Original Contract Amount	\$113,986.00
Total Addition	\$28,622.13
Total Deduction	\$0.00
Total Contract Amount	\$142,608.13
Total Value of Work to Date	\$130,369.33
Less Retained (5%)	\$6,518.46
Less Previous Payment	\$114,117.64
Total Approved for Payment this Voucher	\$9,733.23
Total Payments including this Voucher	\$123,850.87

Approvals:

Pursuant to field observation, and approval by the Architect and Owner's Representative, I hereby recommend for payment the above stated amount for work performed through March 21, 2011.

Signed by: _____ April 25, 2011
 Jenelle Teppen, Assistant City Administrator

Signed by: _____
 TRICOM Communications Date

Signed by: _____ April 25, 2011
 George Tourville, Mayor

AIA[®] Document G702/CMa[™] – 1992

Application and Certificate for Payment Construction Manager-Adviser Edition

TO OWNER:	PROJECT:	APPLICATION NO:	Distribution to:
BKV Group Inc. 222 N. Second St. Minneapolis, MN 55401	Tech. Bid Pkg 27A Cabling Infrastructure Public Safety/City Hall Remodel	6	OWNER <input type="checkbox"/>
FROM CONTRACTOR:	VIA CONSTRUCTION MANAGER:	PERIOD TO:	CONSTRUCTION MANAGER <input type="checkbox"/>
TRICOM Communications 1301 Corporate Center Dr., Ste. 160 Eagan, MN 55121		3/21/2011	ARCHITECT <input type="checkbox"/>
	VIA ARCHITECT:	CONTRACT DATE:	CONTRACTOR <input type="checkbox"/>
		2/8/2010	FIELD <input type="checkbox"/>
		PROJECT NOS: / 1643.01 /	<input type="checkbox"/>

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

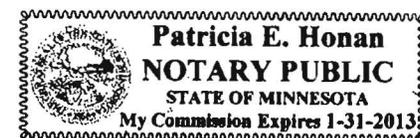
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$13,986.00
2. Net change by Change Orders	28,622.13
3. CONTRACT SUM TO DATE (Line 1 ± 2)	42,608.13
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	130,369.33
5. RETAINAGE:	
a. ² % of Completed Work (Column D + E on G703)	2,073.09
b. ⁵ % of Stored Material (Column F on G703)	4,445.37
Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..	\$ 6,518.46
6. TOTAL EARNED LESS RETAINAGE	\$ 123,850.87
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 114,117.64
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 9,733.23
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 6)	18,757.26

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$26,794.03	\$
Total approved this Month	\$ 1,828.10	\$
TOTALS	\$28,622.13	\$
NET CHANGES by Change Order	\$28,622.13	

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

CONTRACTOR: _____
 By: Patricia E. Honan Date: 3-25-11
 State of: Minnesota
 County of: Dakota
 Subscribed and sworn to before me this 25th day of March 2011
 Notary Public: Patricia E. Honan
 My Commission expires: 1/31/13



CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED

\$ 9733.23

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

CONSTRUCTION MANAGER:
 By: _____ Date: _____
 ARCHITECT:
 By: Gregory M. St... Date: 4/21/11

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

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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 7 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation
TRICOM Communications

Meeting Date: April 25, 2011
Item Type: Consent
Contact: Jenelle Teppen, Asst City Admin
Prepared by: 
Reviewed by:

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

PURPOSE/ACTION REQUESTED Consider Pay Voucher No. 7 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation – TRICOM Communications.

SUMMARY This contract was awarded in an amount of \$113,986.00 to TRICOM Communications on January 11, 2010 for the project identified above. The contract amount was amended with the approval of change orders totaling \$28,622.13 for a new contract amount total of \$142,608.13.

The contractor has completed the work through April 13, 2011 in accordance with the contract plans and specifications. A 5% retainage will be maintained until the project is completed.

Staff recommends approval of Pay Voucher No. 7 in the amount of \$11,072.23 to TRICOM Communications for work on City Project No. 2008-18 – Public Safety Addition/City Hall Renovation.

Attachment: Pay Voucher No. 7

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

ESTIMATE NO: 7 (seven)
DATE: April 25, 2011
PERIOD ENDING: April 13, 2011
CONTRACT: Public Safety Addition City Hall Renovation
PROJECT NO: 2008-18 – Public Safety Addition/City Hall Renovation

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

Original Contract Amount	\$113,986.00
Total Addition	\$28,622.13
Total Deduction	\$0.00
Total Contract Amount	\$142,608.13
Total Value of Work to Date	\$142,024.31
Less Retained (5%)	\$7,101.21
Less Previous Payment	\$123,850.87
Total Approved for Payment this Voucher	\$11,072.23
Total Payments including this Voucher	\$134,923.10

Approvals:

Pursuant to field observation, and approval by the Architect and Owner's Representative, I hereby recommend for payment the above stated amount for work performed through April 13, 2011.

Signed by: _____ April 25, 2011
Jenelle Teppen, Assistant City Administrator

Signed by: _____
TRICOM Communications Date

Signed by: _____ April 25, 2011
George Tourville, Mayor

Application and Certificate for Payment Construction Manager-Adviser Edition

TO OWNER:	PROJECT:	APPLICATION NO:	Distribution to:
BKV Group Inc. 222 N. Second St. Minneapolis, MN 55401	Tech. Bid Pkg 27A Cabling Infrastructure Public Safety/City Hall Remodel	7	OWNER <input type="checkbox"/>
FROM CONTRACTOR:	VIA CONSTRUCTION MANAGER:	PERIOD TO:	CONSTRUCTION MANAGER <input type="checkbox"/>
FRICOM Communications 1301 Corporate Center Dr., Ste. 160 Eagan, MN 55121		4/13/2011	ARCHITECT <input type="checkbox"/>
	VIA ARCHITECT:	CONTRACT DATE:	CONTRACTOR <input type="checkbox"/>
		2/8/2010	FIELD <input type="checkbox"/>
		PROJECT NOS: / 1643.01 /	<input type="checkbox"/>

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$113,986.00
2. Net change by Change Orders	\$28,622.13
3. CONTRACT SUM TO DATE (Line 1 ± 2).....	\$142,608.13
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$142,024.31
5. RETAINAGE:	
a. <u>3</u> % of Completed Work (Column D + E on G703)	\$2,397.03
b. <u>5</u> % of Stored Material (Column F on G703)	\$4,704.18
Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..	\$ 7,101.21
6. TOTAL EARNED LESS RETAINAGE	\$ 134,923.10
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 123,850.87
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 11,072.23
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 6)	\$ 7,685.03

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$26,794.03	\$
Total approved this Month	\$ 1,828.10	\$
TOTALS	\$28,622.13	\$
NET CHANGES by Change Order	\$28,622.13	

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

CONTRACTOR:
By: Diame Evans
State of: Minnesota
County of: Dakota
Subscribed and sworn to before
me this 13th day of April, 2011
Notary Public: Patricia E. Honan
My Commission expires: 1/31/13

Date: 4-13-11



CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED

\$ 11,072.23

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

CONSTRUCTION MANAGER:
By: _____ Date: _____

ARCHITECT:
By: Gregory M. H. Date: 4/19/11

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

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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Accept Proposal for Street Injection Spray Patching Services

Meeting Date: April 25, 2011
 Item Type: Consent
 Contact: Barry Underdahl, Street Maintenance Superintendent, 651.775.3319
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *SAT*

	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

Accept proposal for street injection spray patching services.

SUMMARY

Each year, the Street Maintenance budget includes funding to hire contractors to assist with pothole patching, if needed. In addition to using traditional patching methods, we have begun to contract for injection spray patching of potholes. We have used this process for the past two years with excellent results. The subject quotes are for pothole patching using this method.

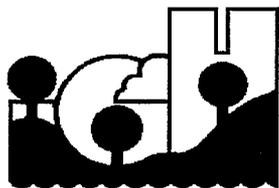
Two quotes were received:

RCM Specialties Inc.	\$1,975.00 per load
Minnesota Asphalt Maintenance	\$2,325.00 per load

I recommend accepting the proposal from RCM Specialties, Inc. The work would be funded from Street Maintenance budget line item 101-5200-443.40-46.

SDT/kf

Attachments: Memo from Barry Underdahl
Proposals



City of Inver Grove Heights
Streets/Central Equipment

MEMORANDUM

TO : Scott Thureen
FROM : Barry Underdahl
SUBJECT : Street Maintenance
DATE : 4-20-2011

Background

Each year the Street Department seeks the help of contractors to keep up with necessary street repairs. I have received quotes from RCM Specialties and Minnesota Asphalt Maintenance for Injection Spray Patching. This patching process works well on streets that do not require large patches or overlays. It consists of the same type of oil and rock used to sealcoat our streets. This process blends in better than conventional patching methods and can last longer as well. The State of Minnesota also uses this method. Approximately 25 loads at 7.8 tons per load will be used at my direction.

RCM Specialties	\$1975.00 per load
Minnesota Asphalt Maintenance	\$2325.00 per load

Recommendation

I recommend accepting the quote from RCM Specialties to be paid from budget line item 101-5200-443-40-46.

RCM Specialties Inc.
PO Box 278
Cottage Grove MN 55016
651-261-1722

April 20, 2011

Barry Underdahl
City of Inver Grove Heights
8168 Barbara Ave
Inver Grove Heights, MN 55077

Spray Patch Cost per Load

RCM will apply approximately 7.8 tons of FA2 Dresser trap rock per load.
{Areas to be patched will be outlined by Barry Underdahl}

Cost per load will be \$1975.00

This does include time and material

Minnesota Asphalt Maintenance
 821 66th Ave. NE
 Fridley, MN 55432
 (612)366-2444
 mpicott@minnesotaasphalt.com

Estimate

DATE	ESTIMATE #
04/04/2011	8647
EXP. DATE	

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

Date	Activity	Quantity	Rate	Amount
04/04/2011	Spray Injection Patching. Areas to be cleaned with high volume air and CRS-2 tack coat applied. Covered with dry top coat to prevent tracking. Price per load to be applied as directed by city. Load weight of approx 7 tons			2,325.00
			TOTAL	\$2,325.00

Payment Terms 30% Down, Balance Net 15.

This Proposal may be withdrawn at our option if not accepted within 30 days of submission.

Accepted By: _____ Accepted Date: _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Accept Quotes for Street Patching Services

Meeting Date: April 25, 2011
 Item Type: Consent
 Contact: Barry Underdahl, Street Maintenance Superintendent
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *SST*

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

PURPOSE/ACTION REQUESTED

Receive quotes and award contracts for street patching services.

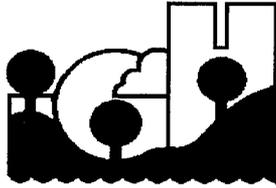
SUMMARY

The Street Maintenance Division has requested quotes for two types of street maintenance patching on various streets across the City. The contractor assistance is necessary due to the heavy workload associated with storm water system and street system maintenance and the staffing shortage in Street Maintenance. Funds are available in the approved Street Maintenance Division budget for this work.

We requested quotes for pothole patching (hourly crew and equipment rates) and for thin-layer overlay patching. The contractors would be utilized as needed to meet our needs for pothole patching and large area bituminous patching.

I recommend accepting the quotes from Ace Blacktop, Inc. for both pothole patching and overlay patching and the quote from Pine Bend Paving for pothole patching. Funding will come from 101-5200-443.40-46 as noted in the attached memo from Barry Underdahl, Street Maintenance Superintendent.

SDT/kf
 Attachments: Memo w/quotes



City of Inver Grove Heights
Streets/Central Equipment

MEMORANDUM

TO: Scott Thureen
FROM: Barry Underdahl
SUBJECT: Street Maintenance
DATE: 4-20-2011

Background

Quotes were requested and received for two different patching processes to help keep up with street maintenance. The first is for conventional pothole patching and the second for strip overlays. The quotes for potholes and overlays are from Ace Blacktop and Pine Bend Paving. We are very familiar with these companies.

The prices below include all equipment, labor, and trucking.

Pine Bend Paving Inc.			
Pothole Patching			\$395.00 per hour
Paving/Overlays	12'x100'@1"		\$1,000 per pull
Ace Blacktop Inc.			
Pothole Patching			\$395.00 per hour
Paving/Overlays	12'x100'@1"		\$685 per pull

Recommendation

I recommend accepting the quotes for pothole patching from both Pine Bend Paving and Ace Blacktop. I also recommend accepting the quote for overlays from Ace Blacktop. Work will be performed at my direction as needed.

The contractor patching will be paid from budget line item 101-5200-443-40-46.

Proposal



7280 Dickman Trail
 Inver Grove Heights • Minnesota 55076
 Ph. (651) 450-1237 • Fx. (651) 450-9057

PROPOSAL SUBMITTED TO City of Inver Grove Heights, MN 55077	PHONE (651) 775-3319	DATE 3/29/2011
STREET	JOB NAME City of IGH Street Repairs	
CITY, STATE AND ZIP CODE	JOB LOCATION Att---Barry	
		JOB PHONE

Street patching (Pothole) Crew
 4 Man Crew to do small street repairs
 1 ton dump truck
 3 ton Roller
 Service truck
 Tack oil Distributor

\$395 Hr

12 x 100 paver patches @ 1" thick
 \$685 plus mix and Tack

12 x 200
 \$785 plus mix and Tack

12 x 300
 \$985 plus mix an Tack

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: \$ _____
 Payment due upon completion of job or receipt of statement. A charge of 1 1/2 % per month will be made on all past due balances.
 This charge applies to all accounts 30 days past due.

CONTRACTORS PRE LIEN NOTICE TO OWNER

"(A) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVE-
 MENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR
 COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

"(B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED
 LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT
 FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL
 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIV-
 ER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVE-
 MENT AND WHO GAVE YOU TIMELY NOTICE."

Authorized
 Signature _____

Note: This proposal may be withdrawn by us if not accepted
 within _____ days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Signature _____ Date _____



P.O. BOX 72
 VERMILLION, MN 55085
 651-437-2333 · FAX 651-437-7960

PROPOSAL

T O	City of IGH – Street Dept (Barry Underdahl)	DATE OF PROPOSAL 4-7-2011	PROPOSED COMPLETION DATE April 2011
		JOB NAME Misc. Asphalt Patching	
		JOB LOCATION City Wide	

WE ARE PLEASED TO OFFER YOU MATERIALS AND SERVICES AS SHOWN BELOW, SUBJECT TO THE INDICATED TERMS. IF THIS OFFER IS NOT ACCEPTED WITHIN THIRTY DAYS, IT THEN MAY BE ACCEPTED ONLY AT OUR OPTION. YOUR ACCEPTANCE WILL BE ACCOMPLISHED BY COMPLETING AND RETURNING TO US THE ORIGINAL OF THIS FORM.

ITEM	DESCRIPTION OR SPECIFICATION	QUANTITY	PRICE	AMOUNT
1	Pothole patching w/4 man crew and equipment: "Throw In" type (Equipment and Dump Truck)		\$ 395.00 Per Hr.	
2	Paver patching w/4 man crew and equipment: Paver laid materials(Equipment Only)		\$ 425.00 Per Hr.	
*	NO: Asphalt or Tack materials included in prices.			
**	ALL UNION LABOR			
	Reference pricing (Not firm) : 12' x 100' paver patch @ 1"		BUDGET #	\$ 1,000.00
	12' x 200'			\$ 1,600.00
	12' x 300'			\$ 2,500.00
	Note: Pricing will vary by locations and amount placed in a day.			

PRICE QUOTATION BASIS

<input checked="" type="checkbox"/> UNIT PRICES	SQUARE YARD	TIME & MATERIAL	LUMP SUM	TOTAL AMOUNT
---	-------------	-----------------	----------	---------------------

1. THE TOTAL CONTRACT AMOUNT SHALL BE PAID WITHIN 30 DAYS AFTER THE DATE OF CONTRACTOR'S INVOICE. ANY AMOUNT UNPAID AFTER THE 30-DAY PERIOD SHALL BEAR INTEREST CHARGES OF 12% PER ANNUM UNTIL PAYMENT IS MADE IN FULL BY THE OWNER.
2. THIS CONTRACT SHALL BE COMPLETED WITH REASONABLE PROMPTNESS BY THE CONTRACTOR, BUT THE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR DELAYS OR FAILURE TO COMPLETION CAUSED BY WEATHER, UNFAVORABLE TO CARRYING OUT THE WORK INVOLVED, FIRE, EXPLOSION, FAILURE OF EQUIPMENT, STRIKES, DIFFERENCES WITH WORKMEN, COMPLIANCE WITH ORDERS OF A GOVERNMENTAL AGENCY, INTERRUPTION IN DELIVERY OF MATERIALS, OR FROM ANY CAUSE BEYOND HIS REASONABLE CONTROL.
3. THE CONTRACT PRICE DOES NOT INCLUDE ANY TAXES EXCEPT AS STATED, AND ANY TAX IMPOSED BY GOVERNMENTAL AUTHORITY WHICH EFFECTS THE CONTRACT PRICE SHALL BE IN ADDITION THERETO.
4. THIS CONTRACT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO ORAL PROMISES, AGREEMENTS, OR WARRANTIES AFFECTING IT. ANY ALTERATION OR DEVIATION FROM THE ABOVE QUANTITIES AND SPECIFICATIONS OR OTHER CHANGE IN THE CONTRACT MUST BE IN WRITING AND EXECUTED BY AUTHORITY REPRESENTATIVES OF THE PARTIES.
5. ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY, IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS. UNDER MINNESOTA STATE LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

PINE BEND PAVING INC.

ACCEPTED FOR OWNER

BY TITLE

Joe Jacoby

Joe Jacoby (President)

BY TITLE

DATE

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Accepting Proposal from American Engineering Testing (AET) for Geotechnical Testing Services for the 2011 Improvement Program, City Project No. 2011-04 – 93rd Street Improvements (from 90th Street East to Abigail Court)

Meeting Date: April 25, 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

SAT

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

PURPOSE/ACTION REQUESTED

Resolution accepting proposal from American Engineering Testing (AET) for geotechnical testing services for the 2011 Improvement Program, City Project No. 2011-04 – 93rd Street Improvements (from 90th Street East to Abigail Court).

SUMMARY

A proposal for geotechnical services was requested by staff for the 2011 Improvement Program. The City Council received a petition from residents seeking the extension of 93rd Street from Abigail Court to 90th Street. The attached map illustrates the area. This project consists of construction of the following street:

93rd Street (from 90th Street East to Abigail Court)

Storm drainage improvements will be needed to serve the new street. Utility improvements are not anticipated at this time. The proposed construction of this street will consist of construction with an urban section of roadway. A two-foot sand sub-base with 6" Class 5 aggregate base and 4" of bituminous pavement with concrete curb and gutter are proposed. The City is also considering a repair of the street on Abigail Court. Street pavement repairs and drainage improvements are being reviewed.

City staff reviewed the experience of the two firms in the City's Technical Consultant Services Pool and considered AET for this project based on their work scope, and associated fee for the proposed services. It is recommended that AET be selected for the geotechnical testing services.

Engineering Division recommends adoption of the resolution accepting the proposal and awarding a contract to AET in an amount not to exceed \$3,200 for geotechnical testing services for the 2011 Improvement Program.

TJK/kf

Attachments: Resolution
Proposal
Map

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

**RESOLUTION ACCEPTING PROPOSAL FROM AMERICAN ENGINEERING TESTING (AET) FOR
GEOTECHNICAL TESTING SERVICES FOR THE 2011 IMPROVEMENT PROGRAM, CITY
PROJECT NO. 2011-04 – 93RD STREET IMPROVEMENTS (FROM 90TH STREET EAST TO
ABIGAIL COURT)**

RESOLUTION NO. _____

WHEREAS, as part of the City's 2011 Improvement Program, the following streets have been identified for geotechnical testing services starting in 2011:

93rd Street East, from 90th Street East to Abigail Court

WHEREAS, in order to complete the geotechnical testing services in a timely manner, staff reviewed the experience of the two firms in the City's Technical Consultant Services Pool; and

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

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

1. The proposal of AET is accepted and staff is authorized to enter into a contract in the amount of \$3,200 for geotechnical testing services for City Project No. 2011-04 – 93rd Street Improvements.

Adopted by the City Council of Inver Grove Heights, MN this 25th day of April, 2011.

ATTEST:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk



April 19, 2011

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

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

RE: Proposal for Geotechnical, Coring, and Radar Services
Abigail Court Extension to 90th St E
Inver Grove Heights, Minnesota

Dear Mr. Kaldunski:

American Engineering Testing, Inc. (AET) is pleased to provide this proposal for geotechnical subsurface exploration, pavement coring, ground penetrating radar, and engineering services per your request. The scope of this work is intended to assist the City of Inver Grove Heights in the feasibility study for the referenced project.

Project Information

Street and drainage improvements are proposed for the cul-de-sac area of Abigail Court south of 93rd Street East. An extension of Abigail Court east to 90th Street East is also being considered.

Field Work

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

- Clear underground public utilities through the Gopher State One Call system.
- Provide traffic warning signs during performance of the field work.
- Perform a Ground Penetrating Radar (GPR) survey over the surface of the drive lanes of 93rd Street and Abigail Court while in the area performing similar work for nearby City projects. The GPR testing will be performed in general accordance with ASTM:D6432 and will provide scans at 1-foot spacing or less. During the GPR survey, we will also record video of the roadway surface.
- Perform a total of 5 standard penetration test (SPT) borings as follows:
 - 2 for the roadway extension to depths of 11 feet below the surface.
 - 2 in the cul-de-sac to depths of 6 feet below the surface.
 - 1 for the infiltration area to a depth of 21 feet below the surface with continuous sampling intervals.
- Collect 6-inch diameter pavement cores at 2 cul-de-sac boring locations.
- Measure the ground water level encountered within the boreholes during drilling.
- Backfill the borings as required by the Minnesota Department of Health.
- Patch the pavement surface at the boring/core locations with bituminous patching mixture.
- Document the boring and core locations with a hand held GPS unit.



Mr. Thomas J. Kaldunski, PE, City Engineer
Abigail Court Extension to 90th St E
April 19, 2011
Page 2 of 3

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

Soil Laboratory Testing

- Perform moisture content tests on samples obtained from the borings.
- Conduct up to 2 sieve analysis tests on selected soil samples from the infiltration borings.
- Conduct 1 Atterberg limits or sieve analysis test on soil from below the pavement.

Report

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

- A DVD of the pavement video, GPR survey, and corresponding map location.
- Results of the GPR survey, including a statistical thickness summary of the paving materials present and a color plot of pavement thickness for the study area.
- Logs of the test borings, including drilling methods, soil classifications per USCS and AASHTO systems, results of the laboratory tests, and results of the borehole ground water readings.
- Photographs of the pavement cores and a summary of the pavement core information.
- A figure illustrating the approximate soil boring and pavement core locations.
- A review of the pavement and soil conditions and the soil engineering properties.
- Engineering recommendations for the following:
 - Pavement subgrade preparation for new pavement and reconstruction areas, including an estimated R-value.
 - Pavement rehabilitation and/or maintenance options, if applicable.
 - Bituminous pavement thickness designs for traffic levels provided.
 - Hydrologic Soil Group of the soils encountered within 5 feet of the proposed infiltration elevation(s) based on Table 12.INF.7 of the Minnesota Stormwater Manual (Version 2, January 2008).
 - Constructability issues and frost considerations related to the on-site soil and ground water conditions.

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

Mr. Thomas J. Kaldunski, PE, City Engineer
Abigail Court Extension to 90th St E
April 19, 2011
Page 3 of 3

Fees

Our services will be invoiced as a lump sum total cost. Our total fees for the scope of services described previously, including 5 borings totaling 55 lineal feet, 2 pavement cores, the GPR and video survey, and analysis/reporting, will be \$3200.

If we encounter buried organic material during boring operations, we recommend extending the borings to a depth of 5 feet below the bottom of the organic deposits. Additional drilling, if needed to extend the borings deeper for proper evaluation of soil conditions, will be invoiced at a unit rate of \$18 per lineal foot of drilling.

Schedule

The GPR and video survey will be performed prior to the drilling and coring. Based on our current schedule, drilling and coring could begin about two weeks after we receive authorization to proceed. We expect the drilling and coring field work will take one day to complete. Draft boring logs and a pavement core summary can be provided within about one week after completion of the drilling/coring. The report will follow completion of the field work by about ten working days.

Terms and Conditions

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

Acceptance

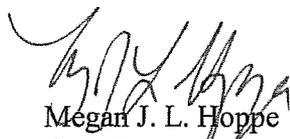
Please indicate your acceptance of this proposal by endorsing the enclosed copy and returning it to us. The original proposal is intended for your records.

Remarks

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

Sincerely,

American Engineering Testing, Inc.


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

PROPOSAL ACCEPTANCE BY:

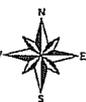
Signature: _____

Printed Name: _____

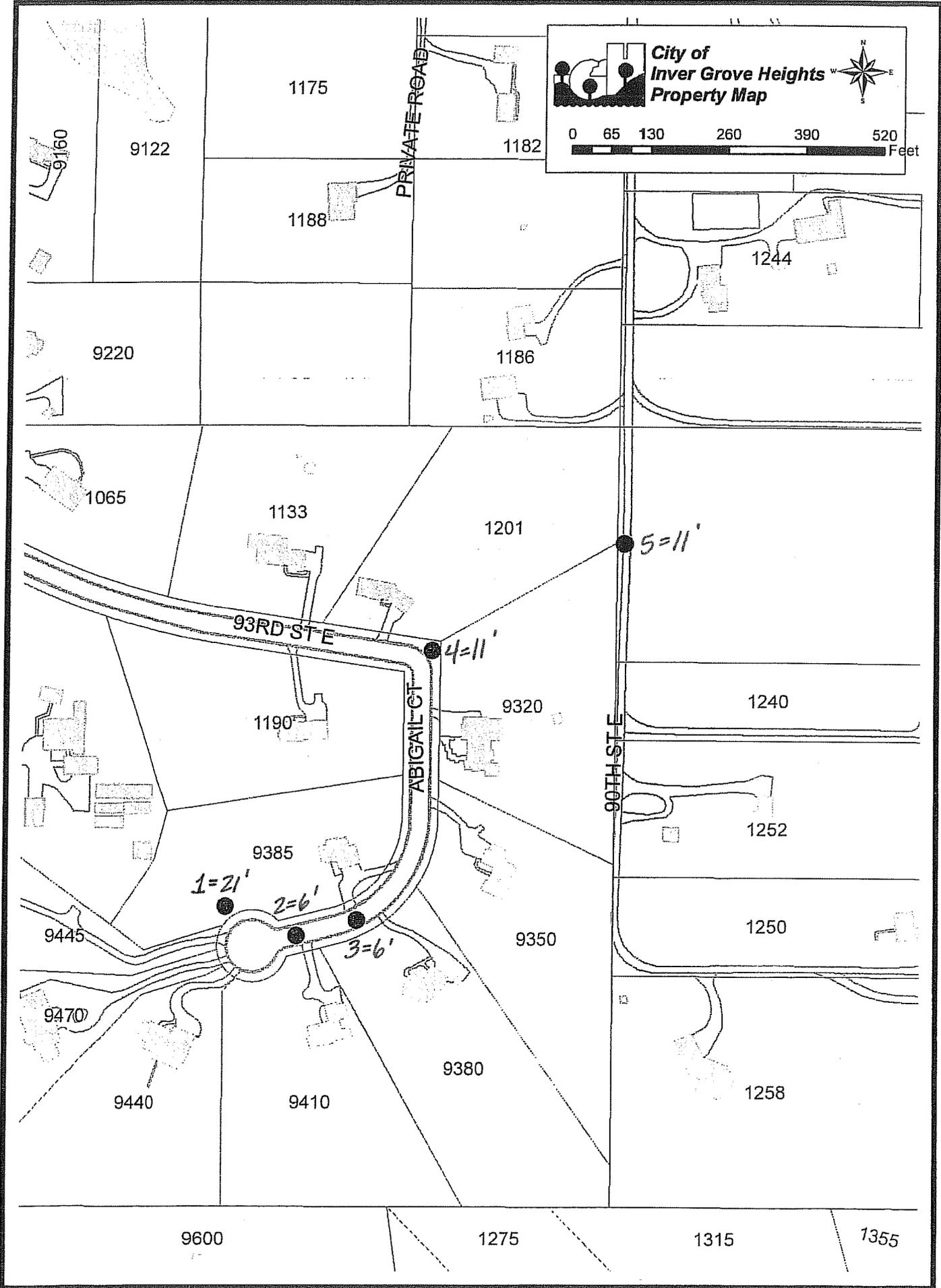
Date: _____

Attachments

City of Inver Grove Heights Property Map



0 65 130 260 390 520 Feet



SECTION 1 - RESPONSIBILITIES

1.1 - The party to whom the proposal/contract is addressed is considered the Client of American Engineering Testing, Inc. (AET). The terms and conditions stated are binding, upon acceptance, on the Client, its successors, assignees, joint ventures and third-party beneficiaries. **Oral proposal acceptance or authorizing purchase orders from the Client are considered formal acceptance of AET's terms and conditions.**

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

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

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

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

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

SECTION 2 - SITE ACCESS AND RESTORATION

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

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

SECTION 3 - SAFETY

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

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

SECTION 4 - SAMPLES

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

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

SECTION 5 - PROJECT RECORDS

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

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

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

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

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9.1 - Invoices are due on receipt. Client will inform AET of invoice questions or disagreements within 15 days of invoice date; unless so informed, invoices are deemed correct.

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

9.3 - If any invoice remains unpaid for 60 days, such non-payment shall be a material breach of this agreement. As a result of such material breach, AET may, at its sole option, terminate all duties to the Client or other persons, without liability.

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

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

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Payment of AET costs for Client lawsuits against AET which are dismissed or are judged substantially in AET's favor will be the Client's responsibility. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and AET costs.

SECTION 12 - MUTUAL INDEMNIFICATION

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

12.2 - Client agrees to hold harmless and indemnify AET from and against liability arising out of Client's negligent conduct, subject to any limitations, other indemnifications or other provisions Client and AET have agreed to in writing.

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Client agrees to limit AET's liability to Client arising from negligent acts, errors or omissions, such that the total liability of AET shall not exceed \$50,000, or shall not exceed the project fees, whichever is greater.

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

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

SECTION 16 - GOVERNING LAW

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

SECTION 17 - ENTIRE AGREEMENT

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

SECTION 1 - UNDERGROUND UTILITY AND STRUCTURE CLEARANCE

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

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

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

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

SECTION 3 - CONTAMINATION

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

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

SECTION 4 - LOST EQUIPMENT

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

SECTION 5 - LIMITATIONS OF SUBSURFACE EXPLORATION

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

**ADDENDUM NO. 1 TO AGREEMENT BETWEEN
AMERICAN ENGINEERING TESTING, INC. (AET) AND
THE CITY OF INVER GROVE HEIGHTS (CLIENT)**

American Engineering Testing, Inc. (hereafter AET) and the City of Inver Grove Heights (hereafter Client) hereby agree that the contract between the parties dated April 19, 2011, relating to geotechnical testing services for Abigail Court Extension to 90th St E is hereby amended to provide that Section 11 of the terms and conditions is amended in its entirety to provide as follows:

Section 11. Litigation Reimbursement. Payment of AET costs for Client lawsuits against AET which are dismissed or are judged substantially in AET's favor, will be the Client's responsibility. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs and AET costs.

Payment of Client costs for Client lawsuits against AET which are judged substantially in Client's favor, will be AET's responsibility. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs and Client costs.

Payment of Client costs for AET lawsuits against Client which are dismissed or are judged substantially in Client's favor, will be the AET's responsibility. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs and Client costs.

Payment of AET costs for AET lawsuits against Client which are judged substantially in AET's favor will be Client's responsibility. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs and AET costs.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 1 this ____ day of _____, 20__.

American Engineering Testing, Inc.

By: _____
Its: _____

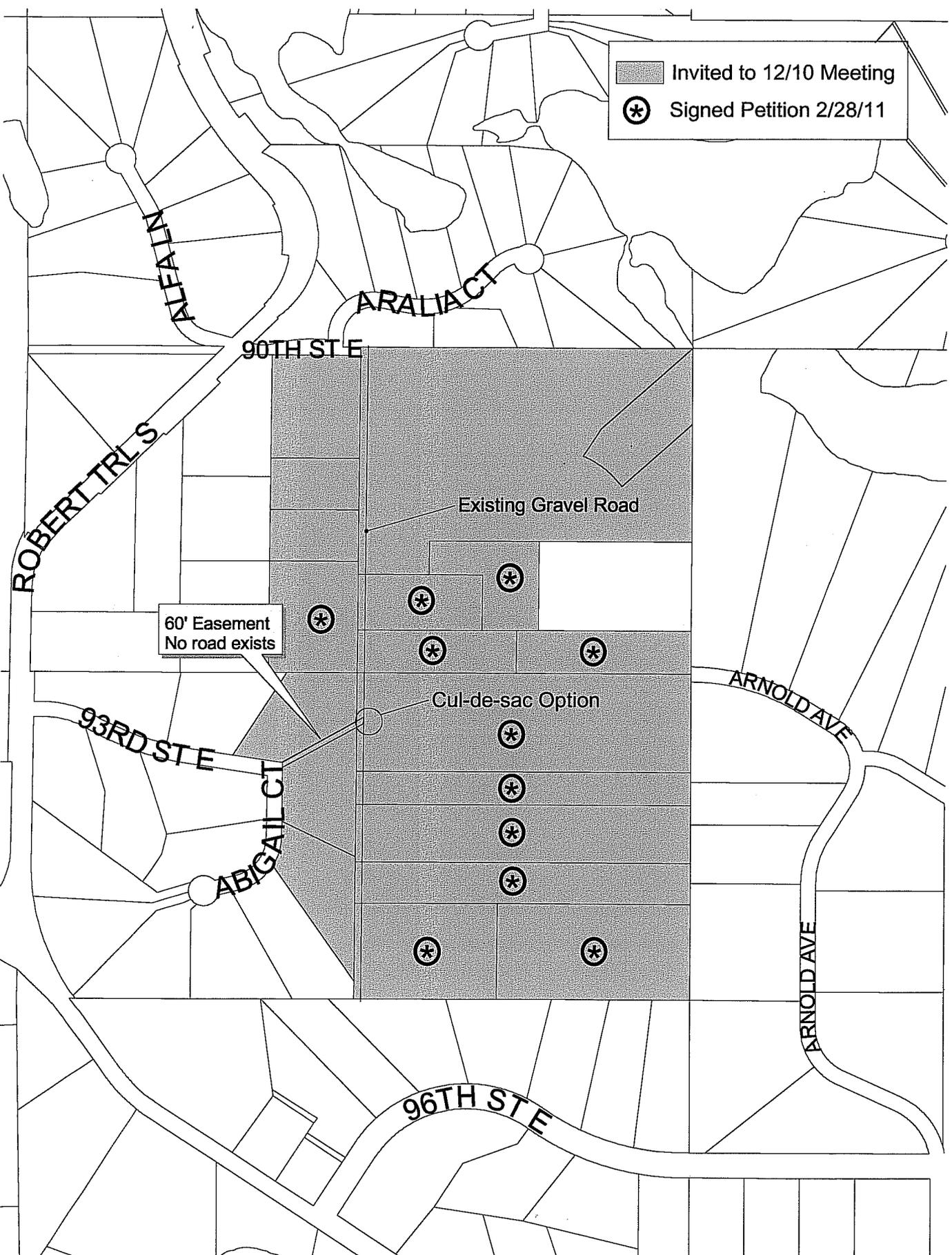
City of Inver Grove Heights

By: _____
George Tourville, Mayor

Attest:

Melissa Rheame, Deputy City Clerk

Invited to 12/10 Meeting
* Signed Petition 2/28/11



60' Easement
No road exists

Existing Gravel Road

Cul-de-sac Option

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

**RESOLUTION ACCEPTING PROPOSAL FROM AMERICAN ENGINEERING TESTING (AET) FOR
GEOTECHNICAL TESTING SERVICES FOR THE 2011 PAVEMENT MANAGEMENT PROGRAM, CITY
PROJECT NO. 2011-09G – BARBARA AVENUE (80TH STREET TO BABCOCK TRAIL)**

RESOLUTION NO. _____

WHEREAS, as part of the City's 2011 Pavement Management Program, the following streets have been identified for geotechnical testing services starting in 2011:

Barbara Avenue (80th Street to Babcock Trail)

WHEREAS, in order to complete the geotechnical testing services in a timely manner, staff reviewed the experience of the two firms in the City's Technical Consultant Services Pool; **and**

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

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

1. The proposal of AET is accepted and staff is authorized to enter into a contract in the amount of \$3,200 for geotechnical testing services for City Project No. 2010-09G – Barbara Avenue.

Adopted by the City Council of Inver Grove Heights, Minnesota this 25th day of April, 2011.

ATTEST:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk



AMERICAN
ENGINEERING
TESTING, INC.

CONSULTANTS
• ENVIRONMENTAL
• GEOTECHNICAL
• MATERIALS
• FORENSICS

April 19, 2011

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

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

RE: Proposal for Geotechnical, Radar, & Coring Services
Barbara Avenue
Babcock Trail to 80th St E
Inver Grove Heights, Minnesota

Dear Mr. Kaldunski:

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

Project Information

Street improvements are proposed on Barbara Avenue between Babcock Trail and 80th Street East. We understand that street reconstruction is being considered for this roadway.

For this project, we are offering a Ground Penetrating Radar (GPR) and video survey as a demonstration project. GPR is a nondestructive testing method which utilizes a pulse echo method of measuring layer thicknesses by identifying depths at which material type changes occur, thus providing a detailed level of subsurface mapping. The purpose of the GPR survey is to determine the thicknesses of different material types in the subsurface including pavement, base, and subbase layers.

Field Work

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

- Clear underground public utilities through the Gopher State One Call system.
- Provide traffic warning signs during performance of the field work.
- Perform a GPR survey over the surface of the drive lanes of the street. The GPR testing will be performed in general accordance with ASTM:D6432 and will provide scans at 1-foot spacing or less. During the survey we will also record video of the roadway surface. Our GPR data collection and video system is tied to GPS coordinates.
- Select boring and core locations based on the results of the GPR and video survey.



Mr. Thomas J. Kaldunski, PE, City Engineer
Barbara Avenue, Babcock Trail to 80th Street East
April 19, 2011
Page 2 of 3

- Perform standard penetration test (SPT) borings to depths of 6 feet below the surface at 8 locations.
- Collect 6-inch diameter pavement cores at 4 locations.
- Measure the ground water level encountered within the boreholes during drilling.
- Backfill the borings as required by the Minnesota Department of Health.
- Patch the pavement surface at the boring/core locations with bituminous patching mixture.
- Document the boring and core locations with a hand held GPS unit.

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

Soil Laboratory Testing

- Perform moisture content tests on samples obtained from the borings.
- Conduct up to 2 gradation (sieve analysis) tests on selected soil samples.

Report

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

- A DVD of the pavement video, GPR survey, and corresponding map location.
- Results of the GPR survey, including a statistical thickness summary of the paving materials present and a color plot of pavement thickness for the study area.
- Logs of the test borings, including drilling methods, soil classifications per USCS and AASHTO systems, results of the laboratory tests, and results of the borehole ground water readings.
- Photographs of the pavement cores and a summary of the pavement core information.
- A figure illustrating the approximate soil boring and pavement core locations.
- A review of the pavement and soil conditions and the soil engineering properties.
- Engineering recommendations for the following:
 - Pavement subgrade preparation for pavement reconstruction areas, including an estimated R-value.
 - Pavement rehabilitation and/or maintenance options, if applicable.
 - Bituminous pavement thickness designs for traffic levels provided.
 - Constructability issues and frost considerations related to the on-site soil and ground water conditions.

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

Mr. Thomas J. Kaldunski, PE, City Engineer
Barbara Avenue, Babcock Trail to 80th Street East
April 19, 2011
Page 3 of 3

Fees

Our services will be invoiced as a lump sum total cost. Our total fees for the scope of services described previously, including 8 borings totaling 48 lineal feet, 4 pavement cores, the GPR and video survey, and analysis/reporting, will be \$3200.

If we encounter buried organic material during boring operations, we recommend extending the borings to a depth of 5 feet below the bottom of the organic deposits. Additional drilling, if needed to extend the borings deeper for proper evaluation of soil conditions, will be invoiced at a unit rate of \$18 per lineal foot of drilling.

Schedule

The GPR and video survey will be performed prior to the drilling and coring. Based on our current schedule, drilling and coring could begin about two weeks after we receive authorization to proceed. We expect the drilling and coring field work will take one day to complete. Draft boring logs and a pavement core summary can be provided within about one week after completion of the drilling/coring. The report will follow completion of the field work by about ten working days.

Terms and Conditions

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

Acceptance

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

Remarks

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

Sincerely,

American Engineering Testing, Inc.



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

PROPOSAL ACCEPTANCE BY:

Signature: _____

Printed Name: _____

Date: _____

Attachments

SECTION 1 - RESPONSIBILITIES

1.1 - The party to whom the proposal/contract is addressed is considered the Client of American Engineering Testing, Inc. (AET). The terms and conditions stated are binding, upon acceptance, on the Client, its successors, assignees, joint ventures and third-party beneficiaries. **Oral proposal acceptance or authorizing purchase orders from the Client are considered formal acceptance of AET's terms and conditions.**

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

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

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

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

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

SECTION 2 - SITE ACCESS AND RESTORATION

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

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

SECTION 3 - SAFETY

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

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AMERICAN ENGINEERING TESTING, INC. (AET) AND
THE CITY OF INVER GROVE HEIGHTS (CLIENT)**

American Engineering Testing, Inc. (hereafter AET) and the City of Inver Grove Heights (hereafter Client) hereby agree that the contract between the parties dated April 19, 2011, relating to geotechnical testing services for Barbara Avenue, Babcock Trail to 80th St E is hereby amended to provide that Section 11 of the terms and conditions is amended in its entirety to provide as follows:

Section 11. Litigation Reimbursement. Payment of AET costs for Client lawsuits against AET which are dismissed or are judged substantially in AET's favor, will be the Client's responsibility. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs and AET costs.

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IN WITNESS WHEREOF, the parties have executed this Addendum No. 1 this ____ day of _____, 20__.

American Engineering Testing, Inc.

By: _____
Its: _____

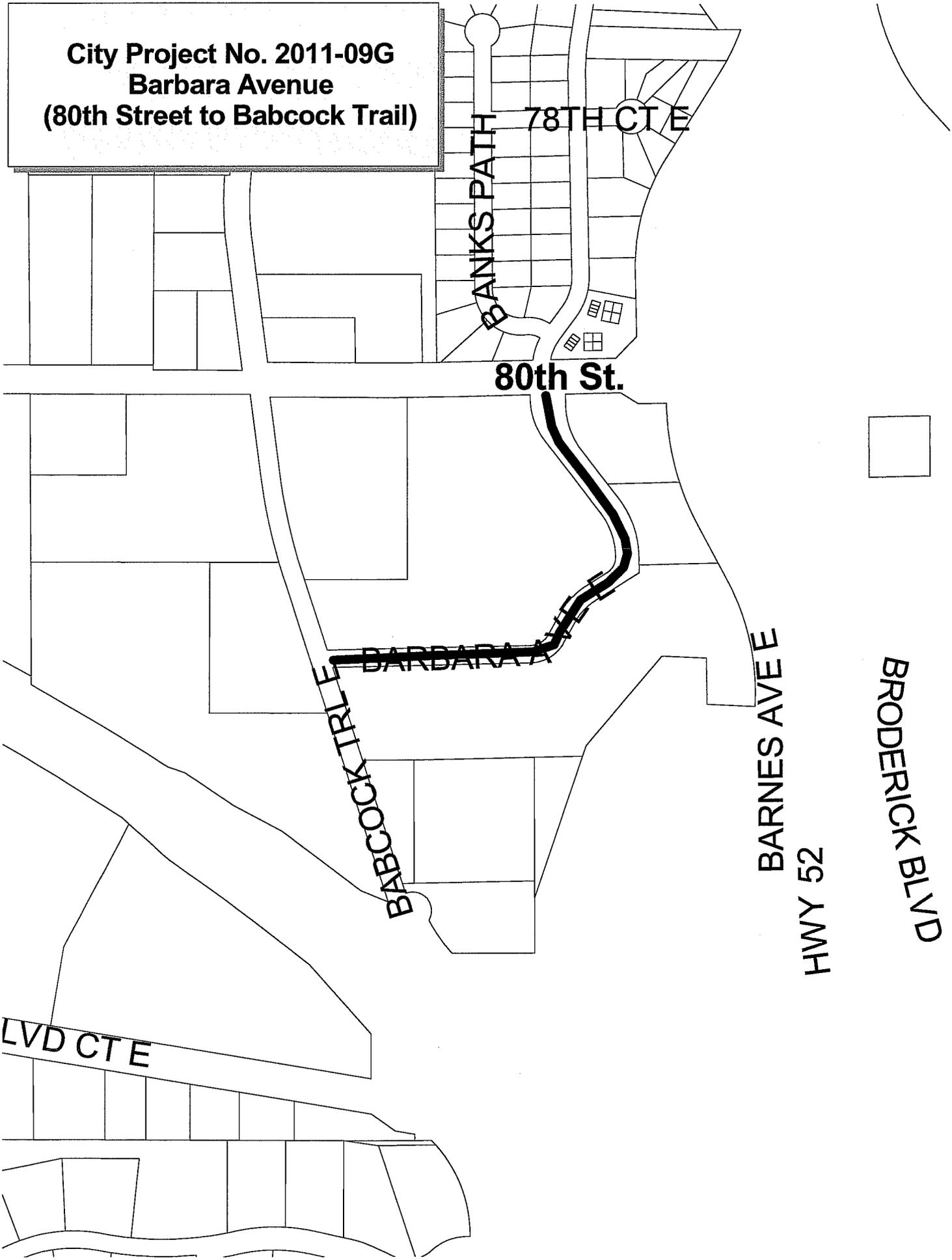
City of Inver Grove Heights

By: _____
George Tourville, Mayor

Attest:

Melissa Rheame, Deputy City Clerk

**City Project No. 2011-09G
Barbara Avenue
(80th Street to Babcock Trail)**



BANKS PATH

78TH CT E

80th St.

BARBARA AVE

BABCOCK TRAIL

BARNES AVE E

HWY 52

BRODERICK BLVD

LVD CTE



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: April 25, 2011
 Item Type: Consent
 Contact: Lt. Larry Stanger (651) 450-2528
 Prepared by: Lt. Larry Stanger
 Investigative Commander
 Reviewed by: Chief Charles Kleckner
 Chief of Police

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 request to enter into a Multi-Agency Law Enforcement Joint Powers Agreement, with the Minnesota Bureau of Criminal Apprehension, for the participation in the Internet Crimes against Children Task Force.

SUMMARY:

The Internet Crimes against Children Program (ICAC) is a national network of fifty-nine coordinated local task forces and their 1,800 local and regional affiliated agencies engaged in both proactive and reactive investigations, forensic examinations, effective prosecutions and community education. The ICAC Program was developed in response to the increasing number of children and teenagers using the Internet, the proliferation of child pornography, and the heightened online activity by predators searching for unsupervised contact with underage victims. By helping state and local law enforcement agencies develop effective and sustainable responses to online child victimization and child pornography, the ICAC program delivers national resources at the local level.

By partnering with the ICAC program they will provide federally funded training, computers and software for our officers to help in the forensic analysis of seized computers. In exchange, we will agree to handle cases in our area and educate parents and youth of our community about the potential dangers online and offering safety tools for them to utilize.

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING STATE OF MINNESOTA MULTI-AGENCY
LAW ENFORCEMENT JOINT POWERS AGREEMENT WITH THE CITY OF
INVER GROVE HEIGHTS FOR PARTICIPATION IN THE MINNESOTA
INTERNET CRIMES AGAINST CHILDREN (ICAC) TASK FORCE**

WHEREAS, the City of Inver Grove Heights on behalf of its Police Department desires to enter into a Multi-Agency Law Enforcement Joint Powers Agreement with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to participate in the Minnesota Internet Crimes Against Children (ICAC) Task Force.

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

1. That the State of Minnesota Joint Powers Agreement by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Inver Grove Heights on behalf of its Police Department, are hereby approved. Copies of the Joint Powers Agreement are attached to this Resolution and made part of it.
2. That the Chief of Police, Charles N. Kleckner, or his successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's participation in the Minnesota ICAC Task Force.

To assist the Authorized Representative with the administration of the agreement, the Investigation's Lieutenant is appointed as the Authorized Representative's designee.

3. That George Tourville, the Mayor for the City of Inver Grove Heights, and Melissa Rheaume, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

**Passed and Adopted by the City Council of Inver Grove Heights this 25 day of
April, 2011.**

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Deputy City Clerk

Minnesota Internet Crimes Against Children Task Force

Multi-Agency Law Enforcement Joint Powers Agreement

This Multi-Agency Law Enforcement Joint Powers Agreement, and amendments and supplements thereto, ("Agreement") is between the State of Minnesota, acting through its Commissioner of Public Safety, Bureau of Criminal Apprehension ("Grantee"), empowered to enter into this Agreement pursuant to Minn. Stat. § 471.59, Subd. 10 & 12, and City of Inver Grove Heights, acting through its Inver Grove Heights Police Department located at 8150 Barbara Ave., Inver Grove Heights, MN 55077, ("Undersigned Law Enforcement Agency"), empowered to enter into this Agreement pursuant to Minn. Stat. § 471.59, subd. 10,

Whereas, the above subscribed parties have joined together in a multi-agency task force intended to investigate and prosecute crimes committed against children and the criminal exploitation of children that is committed and/or facilitated by or through the use of computers, and to disrupt and dismantle organizations engaging in such activity; and

Whereas, the undersigned agencies agree to utilize applicable state and federal laws to prosecute criminal, civil, and forfeiture actions against identified violators, as appropriate; and

Whereas, the Grantee is the recipient of a federal grant (attached to this Agreement as Exhibit A) disbursed by the Office of Juvenile Justice and Delinquency Prevention ("OJJDP") in Washington, D.C. to assist law enforcement in investigating and combating the exploitation of children which occurs through the use of computers by providing funding for equipment, training, and expenses, including travel and overtime funding, which are incurred by law enforcement as a result of such investigations; and

Whereas, the OJJDP Internet Crimes Against Children ("ICAC") has established a Working Group of Directors representing each of the existing ICAC Task Forces to oversee the operation of the grant and sub-grant recipients; and the State of Minnesota, acting through its Commissioner of Public Safety, Bureau of Criminal Apprehension has designated Donald Cheung as the Commander of the Minnesota ICAC Task Force.

Now Therefore, the parties agree as follows:

1. The Undersigned Law Enforcement Agency approves, authorizes, and enters into this Agreement with the purpose of implementing a three-pronged approach to combat Internet Crimes Against Children: **prevention, education and enforcement**; and
2. The Undersigned Law Enforcement Agency shall adhere to the Minnesota ICAC Task Force Program Standards contained in Exhibit B attached to this Agreement, in addition to complying with applicable Minnesota state and federal laws in the performance of this Agreement, including conducting undercover operations relative to ICAC, ; a list of Regional ICAC Task Force, Minnesota State Affiliate Agency and Training & Technical Assistance

Program contact information is contained in Exhibit C attached to this Agreement; and

3. Exhibits A and B are incorporated into this Agreement and made a part thereof. In the event of a conflict between this Agreement and the Exhibits, the terms of the Exhibits prevail; and
4. The Undersigned Law Enforcement Agency and the Grantee agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The Grantee's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law. The Undersigned Law Enforcement Agency's liability shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes, Section 466.01 - 466.15, and other applicable law; and
5. All members of the Undersigned Law Enforcement Agency shall continue to be employed and directly supervised by the same Law Enforcement Agency employer which currently employs the member performing Minnesota ICAC Task Force assignments; and all services, duties, acts or omissions performed by the member will be within the course and duty of that employment, and therefore, are covered by the Workers Compensation programs of that employer; will be paid by that employer and entitled to that employer's fringe benefits; and
6. The Undersigned Law Enforcement Agency must first submit a written request for funds and receive approval for the funds from the Grantee to receive any funds from the Grantee; and
7. The Undersigned Law Enforcement Agency must supply original receipts to be reimbursed on pre-approved requests. Approved reimbursement will be paid directly by the Grantee to the Undersigned Law Enforcement Agency within 30 days of the date of invoice, with payment made out to the City of Inver Grove Heights and mailed to the Inver Grove Heights Police Department, 8150 Barbara Ave., Inver Grove Heights, MN 55077.
8. The Undersigned Law Enforcement Agency shall maintain accurate records pertaining to prevention, education, and enforcement activities, to be collected and forwarded monthly to the Minnesota ICAC Task Force Commander or his designee for statistical reporting purposes; and
9. The Undersigned Law Enforcement Agency shall participate fully in any audits required by the OJJDP. In addition, under Minn. Stat. § 16C.05, subd. 5, the Undersigned law Enforcement Agency's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the Grantee and/or the Minnesota State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end date of this Agreement; and
10. The Undersigned Law Enforcement Agency shall make a reasonable good faith attempt to be represented at any scheduled regional meetings in order to share information and resources amongst the multiple entities; and

11. The Undersigned Law Enforcement Agency shall be solely responsible for forwarding information relative to investigative targets to the Child Pornography Pointer System (CPPS) pursuant to the OJJDP guidelines; and
12. The Undersigned Law Enforcement Agency shall provide the Minnesota ICAC Task Force Commander in a timely manner all investigative equipment that was acquired through OJJDP grant funding; in the event that future federal funding is no longer available, the Undersigned Law Enforcement Agency decides to dissolve its binding relationship with the Minnesota ICAC Task Force and the State of Minnesota Department of Public Safety, or the Undersigned Law Enforcement Agency breaches the Agreement.
13. That the Grantee may reimburse, the Undersigned Law Enforcement Agency for the following duties:
 - A. Investigations by the Undersigned Law Enforcement Agency under this agreement should be conducted in accordance with the OJJDP ICAC Task Force Program Standards contained in Exhibit B, and concluded in a timely manner. The Undersigned Law Enforcement Agency will only be reimbursed by the Grantee for overtime hours inclusive of fringe benefits of actual hours and/or actual expenses incurred related to performing Minnesota ICAC Task Force assignments and/or training approved by the Minnesota ICAC Task Force Commander through the term of this agreement or until all Federal funds under the OJJDP grant have been expended, whichever comes first.
 - B. The Grantee has a **TOTAL** Expense Budget of \$320,000.00 that was approved under the OJJDP Internet Crimes Against Children ("ICAC") Grant for investigative hours and expense reimbursement. The Undersigned Law Enforcement Agency participating in the Minnesota ICAC Task Force investigations will be reimbursed by the Grantee for actual costs as defined in Clause 13, Section A., to the extent such actual costs have been reviewed and approved by the Minnesota ICAC Task Force Commander.
14. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
15. The Undersigned Law Enforcement Agency and the Grantee may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party.
16. **Terms of this agreement:**

This Agreement shall be effective on the date the Undersigned Law Enforcement Agency obtains all required signatures under Minn. Stat. § 16C.05, Subd. 2, and shall remain in effective through May 31, 2011 unless terminated or canceled. **Upon the effective date of this Agreement, the Undersigned Law Enforcement Agency will be entitled to reimbursements approved by the Grantee dating back to September 13, 2010 for**

overtime salary including fringe benefits, equipment, training and expenses to the extent Grantee has available funds to pay such and they have been approved consistent with Clause 13, Section B. Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by an employee as a member of the Undersigned Law Enforcement Agency.

1. Undersigned Law Enforcement Agency

Undersigned Law Enforcement Agency certifies that the appropriate person(s) have executed the Agreement on behalf of the Undersigned Law Enforcement Agency and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions, or ordinances.

By and Title
Undersigned Law Enforcement Agency

Date

Title:
City of Inver Grove Heights

Date

Title:
City of Inver Grove Heights

Date

Mayor or Board Chair
City of Inver Grove Heights

Date

**2. Department or Public Safety,
Bureau of Criminal Apprehension**

Name: _____

Signed: _____

Title: _____
(With delegated authority)

Date

3. Commissioner of Administration

By and Title
MN Department of Administration
(With delegated authority)

Date

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Park Naming Policy

Meeting Date: April 25, 2011
Item Type: Consent Agenda
Contact: Eric Carlson – 651.450.2587
Prepared by: Eric Carlson
Reviewed by: Mark Borgwardt
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

Recommend the attached park naming policy be approved by the City Council as a way to formalize a process for naming park and recreational facilities.

SUMMARY

Currently, the City does not have a process or policy in place for naming park and recreation facilities. The attached policy has been drafted after reviewing other communities policies.

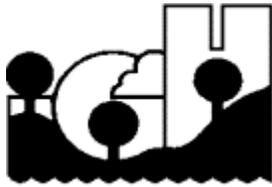
Objectives of the policy include:

- Ensure that parks, recreational areas, and facilities are easily identified and located
- Ensure that given names to parks, recreational areas and facilities are consistent with the values and character of the area served
- Encourage participation in the naming, renaming and dedication of parks, recreation areas and facilities.

Once a policy is adopted by the Council, it is our intention that we will review and ratify the following information regarding our park system:

- Park Names
- Park Boundaries
- Park Acreage
- Recreational Facility Names

The Park and Recreation Commission reviewed this item at their April 2011 meeting and is recommending approval.



Administrative Policy & Procedure	
Department	Parks & Recreation
Specific Policy	Park & Recreation Facility Naming Policy
Approved by Council	
Date Revised by Council	

Purpose

The purpose of this policy is to establish a naming policy for public parks and recreational facilities by selecting a name that is appropriate and is in conformance with this policy. Naming of our Park, properties and facilities promotes standardization, consistency and creates a sense of place and allows for better geographic location by all because of this practice.

Objectives

- Ensure that parks, recreational areas, and facilities are easily identified and located
- Ensure that given names to parks, recreational areas and facilities are consistent with the values and character of the area served
- Encourage participation in the naming, renaming and dedication of parks, recreation areas and facilities.

Qualifying Name Categories

- Geographic location to facility
- Outstanding feature
- Adjoining subdivision
- Historical event or group
- Contribution to acquisition/development
- As may be required by acquisition process

Procedure

It shall be the policy of the City of Inver Grove Heights to refer any activity involving the naming or renaming of all city-owned park lands or recreational facilities to an ad hoc advisory committee. The Park & Recreational Facility Naming Advisory Committee shall recommend to the City Council, for approval, names of new lands and facilities. The ad hoc committee shall consist of:

- Mayor
- Mayor Pro Tem
- Chair of Planning Commission
- Chair of Parks & Recreation Commission
- Chair of Environmental Commission
- City Administrator
- Parks & Recreation Director

Priority One – per comprehensive plan

- Natural, geological or other prominent feature of the property – i.e.
- Based on the name of the subdivision – i.e. Broadmoor Park
- According to location or street name – i.e. Rich Valley Park

Priority Two – secondary consideration

- Historical ownership of the parcel – i.e. Harmon Park
- Naming as a condition of acquisition – i.e.
- To honor a regional or national people group – i.e.
- According to adjacent public facility – i.e.
- Based on public comment or suggestion – i.e.

Priority Three – special consideration

- When 50% or more of the value of the property is donated
- When 50% or more of the cost of development is donated
- When an individual, group, association or business played a specific and major role in the acquisition or development

Priority Four – renaming

- Renaming of parks, recreational areas, and facilities should only be done with great thought and care
- Only those parks and facilities named for location or subdivision shall be considered for renaming
- Before renaming, research as to why the name was established should be reviewed, is the name a part of an agreement the City entered into
- Renaming of facilities named after individuals or groups shall not be changed unless it is found that the character is or was such that the continued use of the name would not be in the best interest of the community
- If it is determined that renaming is necessary, the naming process should be followed

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Rules for the Rock Island Swing Bridge

Meeting Date: April 25, 2011
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Mark Borgwardt
 Tracy Petersen

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

PURPOSE/ACTION REQUESTED

Approve the attached rules for the Rock Island Swing Bridge.

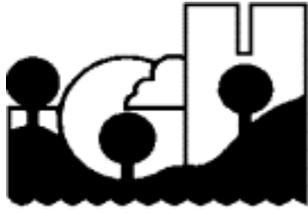
SUMMARY

The City of Inver Grove Heights will be opening up the Rock Island Swing Bridge Recreational Pier to the public on Wednesday, June 8th. Once open to the public, there is a possibility that some people may get injured while visiting the facility. In order to protect the City from claims there are a number of steps we have taken. One of those is to make sure MN State Statute related to Recreational Immunity are followed. In conversations with the City Attorney’s office there are a series of issues we need to consider and they include:

1. Designate the area as a park in the comp plan – accomplished on Oct 28, 2009
2. Provide reasonable steps to warn through signage – we will have signage in place.
3. Reasonable enforcement by Police Department – Police Department will add the area to their patrol list.
4. Well planned area – no vehicles – unauthorized vehicles will not be able to get past the entrance to the area...there will be barriers at 66th St and the River Heights Marina entrance.
5. Follow COE regulations on marking the structure....I have written email confirmation from both the COE and USCG that we do not need to do anything regarding signage, marking, or lighting.
6. Establish hours of operation...based on the fact that it is a “park”, the updated ordinance will state our park hours as 6:00am – 10:00pm...this will be posted on our signage.
7. Signs have to be lighted.
8. Rules by ordinance that are posted – we will have signage in place.

This evening we are asking the Council approve the proposed rules for the bridge.

The proposal rules were reviewed by the Parks and Recreation at their April 2011 meeting and they are recommending approval on a 7-1 vote.



CITY OF INVER GROVE HEIGHTS PARK RULES AND REGULATIONS

ROCK ISLAND SWING BRIDGE

- ❑ SWING BRIDGE IS OPEN FOR USE FROM 6:00AM – 10:00PM.
- ❑ NO THROWING OR HITTING OF OBJECTS FROM THE BRIDGE
- ❑ NO DIVING OR JUMPING FROM THE BRIDGE.
- ❑ NO CLIMBING ON OR HANGING FROM ANY PORTION OF THE BRIDGE.
- ❑ NO UNAUTHORIZED MOTORIZED VEHICLES ON THE BRIDGE.
- ❑ ALL ANIMALS MUST BE LEASHED, PLEASE PICKUP AFTER YOUR PET.
- ❑ NO ALCOHOL AND DRUG USE.
- ❑ KEEP THE STRUCTURE CLEAN – PLEASE PICK UP YOUR TRASH.
- ❑ PLEASE DO NOT FEED THE WILDLIFE.
- ❑ NO VANDALISM OR DESTRUCTIVE BEHAVIOR IS ALLOWED.
- ❑ USE AT YOUR OWN RISK.
- ❑ REPORT ALL INJURIES AND EQUIPMENT PROBLEMS IMMEDIATELY TO THE
PARK & RECREATION DEPARTMENT AT (651) 450-2585

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Additional Funding for Energy Improvements at the VMCC/Grove

Meeting Date: April 25, 2011
 Item Type: Consent Agenda
 Contact: Michael Sheggeby 651.450.2514
 Prepared by: Michael Sheggeby
 Reviewed by: Eric Carlson – Parks & Recreation

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

PURPOSE/ACTION REQUESTED

Approve an increase in funding from the Capital Facilities Fund for up to \$18,011 pending a final notification from Xcel Energy on our actual rebate amount.

SUMMARY

In 2010 the city was awarded up to \$99,450 through an Energy Efficiency and Conservation Block Grant to cover 39% of an estimated \$255,000 in projects that included lighting replacements in the VMCC and Grove, VFD's, and upgrades and expansion of our Energy Management system. An increase in costs from what was approved is related to additional fixtures and occupancy sensors, a change in switching, and upgrading some lighting fixtures in the Grove Lobby and Fitness Center. These changes are estimated to increase the annual energy savings from \$52,000 to \$55,000.

Project Areas

Item	Approved	Actual	Difference
VMCC Lighting	\$83,575	\$89,481	\$5,906
Grove Lighting	\$53,700	\$64,204	\$10,504
Energy Management	\$29,740	\$29,740	-
VFD's	\$27,300	\$27,300	-
Total	\$194,315	\$210,725	\$16,410

Project Funding

	Approved	Actual	Difference
Total Project	\$194,315.00	\$210,725.00	(\$16,410)
Grant Funds (39%)	\$75,782.85	\$82,182.75	\$6,399.90
Remaining Project to Fund	\$118,532.15	\$128,542.25	(\$10,010.10)
<i>Estimate Rebates</i>	<i>\$50,000.00</i>	<i>\$42,000.00</i>	<i>(\$8,000.00)</i>
City to Finance	\$68,532.15	\$86,542.25	(\$18,010.10)
Estimated Payback on City's Investment	1.32	1.57	

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Award a Contract for the Splash Pool Air Handler Replacement

Meeting Date: April 25, 2011
 Item Type: Consent Agenda
 Contact: Michael Sheggeby 651.450.2514
 Prepared by: Michael Sheggeby
 Reviewed by: Eric Carlson – Parks & Recreation

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

PURPOSE/ACTION REQUESTED

Approve Base Bid and Alternate from Harris Mechanical in the amount of \$351,980 for Splash Pool Air Exchanger Replacement.

SUMMARY

AHU-2 which serves the Grove Splash Pool has been identified and budgeted for replacement in 2011. Due to the elevated humidity levels with the play features and the corrosive pool environment the unit has extensive interior corrosion and continuing failure of parts. M&E Engineering was hired to provide Professional Engineering Services which include development of plans, specifications and provide construction oversight for this project. Project budget is \$390,000 to be funded from C2500-80-20.

Base bid includes increased unit capacity to reduce humidity in pool and additional duct work to keep lobby glass from fogging.

Alternate includes relocation of exterior exhaust to address safety concerns of icing of sidewalks.

	NAC	General Sheet Metal	Harris Mechanical
Project Budget	\$390,000	\$390,000	\$390,000
Engineering (M&E)	\$24,800	\$24,800	\$24,800
Base Bid	\$371,600	\$356,000	\$276,080
Alternate (change exhaust)	\$17,400	\$29,000	\$75,900
Total With Alternate	\$413,800	\$409,800	\$376,780
Total Without Alternate	\$396,400	\$380,800	\$300,880

Project Timeline:

	Estimated Date	Duration
Council to Award Bids	April 25	
Contracts	April 26	1 Weeks
Equipment Order	May 2	8-10 Weeks
AHU-2 Replacement	Aug 22	5 Weeks

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Contractor for Painting of Lap Pool

Meeting Date: April 25, 2011
 Item Type: Consent Agenda
 Contact: Michael Sheggeby 651.450.2514
 Prepared by: Michael Sheggeby
 Reviewed by: Eric Carlson – Parks & Recreation

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

PURPOSE/ACTION REQUESTED

Approve Proposal from Schoenfelder Painting in the amount of \$9,519 for Lap/Dive Pool Wall Painting.

SUMMARY

The Lap/Dive pool wall painting was identified in this year’s list of CIP projects for the facility. Earlier in the year we hired Coco Dugan to develop a paint scheme for the facility to update the ten year old paint colors and develop plans and specifications for this project. The following proposals were received based on the plans and specifications. Project budget is \$18,000 to be funded from C2500-80-20.

	Schoenfelder Painting	Wall Trends
Project Budget	\$18,000	\$18,000
Proposal	\$9,519	\$15,490

Project Timeline:

	Estimated Date	Duration
Council to Award Bids	April 25	
Lap/Dive Pool Wall Painting	May 27	1 Week

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: April 25, 2011
 Item Type: Consent
 Contact: Jenelle Teppen, Asst. City Admin
 Prepared by: Amy Brinkman, H.R. Coordinator
 Reviewed by: n/a

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

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

Please confirm the seasonal/temporary employment of: Thomas Dickmeyer, Darrin Hughes, Joe Ladd, Alfred Brodd, John Ferguson, James Gosen, Elmer Guetschoff, Lyle Knutson, Jennifer Kruckenberg, Richard Moore, Loann Evenson, Dorothy Lencowski, Darlene Saltis, Joan Sirek, Stephanie Wilmes-Hess, Lee Dembsky, Elliot Gonsioroski, David Smith, Nicolas Benish, Matthew Mundy, Mary Anderson, Richard Anderson, Alex Jurrens, Bill Miller, Cassie Sage, Whitney Swanson, Wayne Taylor, Daryl Swenson, Eric Wild, Joe Gubash, Jessica Baltes, Daryl Swenson, Morgan Weyenberg, Angie Penttila, Sarah Nath, Megan Harrington, Riley Dombek, Nickolaus, Taylor Floyd,

Please confirm the seasonal/temporary separation of employment of: Mark Bratten, Scott Bugasch, Samantha Carlin, Danielle Cotton, Colin Doms, Addison Dowd, Jamie Golden, Taylor Grywacz, Nicole Haigh, Garrett Heltne, Ashley Hoeft, Lindsey Hoeft, Jacob Huitron, Nicholas Klump, James Knowlton, Alison Krieger, Melissa Krug, Ashley Libby, Anthony Lotzer, Samantha Meyman, Jillian Richgels, Eric Rooney, Jennifer Saver, Gretchen Schwanz, Emily Schwanz, Taylor Soli, Jeffrey Streeper, Shelli Streeper, Timothy Swanson, Megan Tholl, Nick Yang, Andrea Young, Sadie Broekemier, Andrew Calhoun, Chris Clements, Tricia Clifford, Linda Ebeling, Jennifer Gnerer, Shannon Kinley, Nicole Kotosky, Cassandra Kuelh, Alicia Linscheid, Samuel Luby, Tiffany Maczko, Bailey Peterson, Alyssa Poehler, Dana Lindsey, Ashley Pralutsky, Beatriz Ramirez, Mandy Ritenour, Morgan Short, LaRae Willis, and Veronica Wilson.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER REQUEST FOR TEMPORARY 3.2 LIQUOR LICENSE

Meeting Date: April 25, 2011
 Item Type: Consent
 Contact: 651.450.2513
 Prepared by: Melissa Rheame
 Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Consider request of the Commemorative Air Force - Minnesota Wing for a temporary 3.2 liquor license.

SUMMARY:

Twice a year the Commemorative Air Force hosts a 1940s themed swing dance that attracts approximately 800 people. Due to the lack of a functioning fire suppression sprinkler system, the City of South St. Paul has determined that Commemorative Air Force’s hangar at Fleming Field cannot be used to host the dances. The organization has made arrangement to utilize a privately owned hangar on the Inver Grove Heights side of the airport that is large enough to accommodate each event. This facility has a sprinkler system and proper exits so that it meets all state fire and building codes.

The Commemorative Air Force has requested the City’s permission to serve 3.2 beer at events to be held on May 21st and September 10th 2011. Anyone purchasing alcohol at the event is required to provide identification. The organization will obtain the necessary liquor liability insurance coverage for both events and a certificate of coverage would need to be provided to the City prior to each event. Additionally, the organization will hire two off-duty police officers for added security.

The event will feature a band, however the organization believes that there will be minimal impact on the neighborhood. The hangar door faces east, away from the neighborhood homes. With the band located inside the hangar the noise will be projected towards South St. Paul and the vacant landfill. The band will stop playing at 11:45 p.m. and the event will end at midnight.

If approved, staff would recommend that the organization have the area inspected by the Police Department and the Fire Marshall and be required to incorporate any safety-related recommendations prior to the event.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER APPLICATION FOR OFF-SALE INTOXICATING LIQUOR LICENSE

Meeting Date: April 25, 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:

Conduct a public hearing to consider the application of Mayjune Corporation dba Lager Liquor for an Off-Sale Intoxicating Liquor License for premises located at 5300 South Robert Trail, #600.

SUMMARY:

An application has been submitted by Mayjune Corporation for an Off-Sale Intoxicating Liquor License for the premises located at 5300 South Robert Trail #600. The applicant is in the process of purchasing the existing business at that location, and the anticipated closing date is May 2, 2011. Mayjune Corporation is a family owned business that currently owns and operates a liquor store in Eagan and has expressed interested in acquiring a second store (Lager Liquor) in Inver Grove Heights. The applicant has submitted all fees as required by City Code. Once the closing date is finalized, the applicant will provide a certificate of liquor liability insurance reflecting coverage from the official date of ownership through 12/31/11.

The Police Department conducted the required background investigation and no basis for denial of the request was found.

GEORGE CAMERON (CAMERON'S LIQUOR)

REQUEST FOR COUNCIL ACTION

CITY OF INVER GROVE HEIGHTS

Meeting Date: April 25, 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:

- a) 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.
- b) A Resolution approving a Vacation of unimproved alley right-of-way within Block 1 of Inver Grove Park subdivision.
 - Requires 3/5th's vote.
- c) A Resolution that modifies Resolution No. 09-245 by removing Condition #7 relating to posting of no overnight parking signs in the parking lot.
 - Requires 3/5th's vote.
 - 60-day deadline: April 29, 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.

The Improvement Agreement includes a provision that does away with the need to post the no overnight parking signs in the parking lot. Mr. Cameron has been opposed to this requirement and would like it removed. Staff has included a Resolution which modifies the original Site Plan approval to remove this condition.

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
Resolution Removing Condition on Parking Lot Signage
Development Contract and related agreements
Planning Commission Recommendation
Planning Report on Vacation
Final version of Landscape Plan

**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 25th day of April, 2011.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A VACATION OF ALL ALLEY RIGHTS-OF-WAY
WITHIN BLOCK 1 OF THE PLAT OF INVER GROVE PARK,
DAKOTA COUNTY, MINNESOTA, SUBJECT TO A RESERVATION FOR A
PERMANENT PUBLIC EASEMENT FOR DRAINAGE AND UTILITY PURPOSES**

**CASE NO. 09-48VAC
(Cameron)**

WHEREAS, pursuant to Minnesota Statutes Section 412.851, a petition has been duly presented to the City of Inver Grove Heights requesting vacation of the following described alley rights-of-way situated in the City of Inver Grove Heights, Dakota County, State of Minnesota, to wit:

All Alley Rights-of-Way within Block 1, Inver Grove Park, Dakota County, Minnesota according to the plat thereof and on file and of record in the Office of the County Recorder within and for Dakota County, State of Minnesota.

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 January 19, 2010, at the Council Chambers, 8150 Barbara Avenue, Inver Grove Heights, Minnesota, 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

Resolution No. _____

WHEREAS, the City Council of Inver Grove Heights has determined that the vacation of said alley rights-of-way would be in the public interest subject to a reservation for a permanent public easement for drainage and utility purposes , 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 the vacated alley rights-of-way described below:

Commencing at the Northwest corner of the Southwest Quarter of Section 2, Township 27, Range 22, Dakota County, Minnesota ; thence easterly along the north line of said Section 2 on an assumed bearing of S 89°44'15" E a distance of 1092.37 feet; thence S0°11'13"W a distance of 25.42 feet to the point of beginning of the easement to be described; thence S0°11'13"W a distance of 129.98 feet; thence S89°57'44"W a distance of 150.00 feet; thence N0°11'13"E a distance of 10.00 feet; thence N89°57'44"E a distance of 140.00 feet; thence N0°11'13"E a distance of 119.98 feet; thence easterly to the point of beginning and there terminating.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, MINNESOTA: That pursuant to Minnesota Statutes Section 412.851, the alley rights-of-way in Block 1 of the plat of Inver Grove Park, Dakota County, Minnesota are hereby vacated 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 the vacated alley rights-of-way as described below:

Commencing at the Northwest corner of the Southwest Quarter of Section 2, Township 27, Range 22, Dakota County, Minnesota ; thence easterly along the north line of said Section 2 on an assumed bearing of S 89°44'15" E a distance of 1092.37 feet; thence S0°11'13"W a distance of 25.42 feet to the point of beginning of the easement to be described; thence S0°11'13"W a distance of 129.98 feet; thence S89°57'44"W a distance of 150.00 feet; thence N0°11'13"E a distance of 10.00 feet; thence N89°57'44"E a distance of 140.00 feet; thence N0°11'13"E a distance of 119.98 feet; thence easterly to the point of beginning and there terminating.

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

Resolution No. _____

Adopted by the City Council of Inver Grove Heights this 25th day of April, 2011.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy Clerk

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

RESOLUTION NO. _____

**RESOLUTION MODIFYING EXISTING RESOLUTION NO. 09-245 REMOVING
CONDITION REQUIRING POSTING NO OVERNIGHT PARKING IN THE PARKING LOT**

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

WHEREAS, on December 14, 2009, the City Council approved a Resolution approving a Major Site Plan Review for an approximate 6,000 square foot liquor store with eight (8) conditions;

WHEREAS, condition #7 states requires that signs shall be posted in the parking lot indicating no overnight parking;

WHEREAS, the applicant wishes to have the City Council remove condition #7 on the grounds that the applicant does not want to be required to monitor and remove any cars parked overnight in their own private parking lot;

WHEREAS, this condition would be enforced privately and would not be enforced by the City;

WHEREAS, the Improvement Agreement in Exhibit D deleted the provision requiring a sign to be posted in the parking lot indicating no over night parking;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that Resolution #09-245 is hereby modified to remove condition #7 which required posting of no overnight parking signs;

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

Adopted by the City Council of Inver Grove Heights this 25th day of April, 2011.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Melissa Rheame, 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 25th day of April, 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 GWC IV, LLC, a Minnesota limited liability company, and its 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 GWC IV, LLC, a Minnesota limited liability company, and its 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:** GWC IV, LLC
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 a 45 mm EPDM Liner on Lot 1, Block 1, Cameron Addition dated April 25, 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 April 25, 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. If the building is ready to be occupied between the dates of October 1 to May 1 and if all requirements for occupancy have been met except for landscaping, then in such event, the date by which landscaping shall be completed shall be July 1.

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.

Prior to issuance of Certificate of Occupancy, but no later than November 15, 2011, the Developer must provide to the City approved Certified As-Built Drawings for the subsurface pond with a 45 mm EPDM Liner. 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 Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 25th day of April, 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 Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**DEVELOPER AND OWNER
GWC IV, LLC**

By: _____
George W. Cameron IV
Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 2nd day of May, 2011, before me a Notary Public within and for said County, personally appeared George W. Cameron IV to me personally known, who being by me duly sworn, did say that he is the Chief Manager of GWC IV, LLC, a Minnesota limited liability company, the limited liability company named in the foregoing instrument, and that said instrument was signed on behalf of said limited liability company by authority of its Board of Governors and said George W. Cameron IV acknowledged said instrument to be the free act and deed of the limited liability company.

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 (4-25-11 Council Meeting).doc

EXHIBIT A
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
1.) Preliminary Plat	3/3/11	Rehder and Associates
2.) Site Plan	3/3/11	Rehder and Associates
3.) Grading and Erosion Control	3/3/11	Rehder and Associates
4.) Landscape Plan	3/3/11	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 a 45mm EPDM Liner
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

*note: If the building is ready to be occupied between the dates of October 1 to May 1 and if all requirements for occupancy have been met except for landscaping, then in such event, the date by which landscaping shall be completed shall be July 1.

EXHIBIT C
CITY IMPROVEMENTS

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

The City agrees that by June 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 curb and gutter;
- e. Installation of driveway cuts; together with
- f. 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 \$74,781. 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.) Owner must obtain a Temporary Construction Easement in favor of the City as referenced in paragraph 16 of this Exhibit D. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
- m.) Developer must pay a park contribution fee of \$9,310 for the Subject Property.
- n.) All grading plans must be approved by the City Engineer.
- o.) The Plat must be approved by Dakota County.

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 a 45 mm EPDM Liner
 - Stormwater Facilities Maintenance Agreement for Raingardens
 - 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
 - Temporary Construction Easement in favor of City

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 a 45 mm EPDM Liner) 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 a 45 mm EPDM Liner. 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.) **LIGHTING.** All parking lot lighting shall be turned off after business hours except security lighting on the building.

7.) **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.

8.) **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.

9.) **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.

10.) **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. Commercial concrete apron to Subject Property from Upper 65th Street.
- b. MCES permit for new service line from MCES interceptor on Concord Boulevard.
- c. 6 inch sanitary service from Concord Boulevard.
- d. 8 inch watermain stub from Concord Boulevard.
- e. 15 inch storm sewer stub from Concord Boulevard.
- f. 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.

11.) **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.

12.) **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.

13.) **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.

14.) **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 as specifically described in the Notice of Completion of Vacation.

15.) **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.

16.) **TEMPORARY CONSTRUCTION EASEMENT IN FAVOR OF CITY.** The Developer shall obtain, on behalf of and in favor of the City, a Temporary Construction Easement on the south 10 feet of Lots 12 and 13, Block 23, Inver Grove Factory Addition. This Temporary Construction Easement shall be obtained from the owner of the property and the form of the easement shall be prepared by the City Attorney. The easement shall be delivered to the City prior to the award of the contract for Project 2011-03. The easement shall be at no cost to the City.

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EXHIBIT E
ESCROW CALCULATION

DEVELOPER IMPROVEMENTS

1.)	Site Grading, Drainage and Erosion Control	\$20,200
2.)	Stormwater Facilities (including subsurface pond with a 45mm EPDM Liner)	\$95,000
3.)	Raingardens	\$14,000
4.)	Retaining walls	\$6,460
5.)	6 inch private sanitary sewer line	\$960
6.)	8 inch private water service line	\$4,350
7.)	Site Landscaping and Turf Establishment	\$14,660
8.)	Construction debris clean-up	\$3,000
9.)	City approved Certified As-Built Drawings	\$6,000
	SUBTOTAL:	\$164,630
	<u>MULTIPLIED BY:</u>	x 1.25
	EQUALS:	\$205,787.50
	ESCROW AMOUNT:	say \$205,800

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 A 45 MM EPDM LINER
ON LOT 1, BLOCK 1, CAMERON ADDITION**

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT RELATING TO SUBSURFACE POND WITH A 45 MM EPDM LINER ON LOT 1, BLOCK 1, CAMERON ADDITION (Agreement) is made, entered into and effective this 25th day of April, 2011, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and GWC IV, LLC, a Minnesota limited liability company (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 GWC IV, LLC, a Minnesota limited liability company and its 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 a 45 mm EPDM Liner, 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 March 3, 2011, and approved by the City Engineer on March 8, 2011. 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 Improvement Agreement. "Improvement Agreement" means that certain Improvement Agreement dated April 25, 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 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.
- c. The Standard of Maintenance shall comply with the City approved initial and Final Operations & Maintenance Plan hereafter referenced. The City has approved the initial Operations & Maintenance Plan as shown on Sheet C-3 of the construction plans prepared by Rehder & Associates, Inc. dated March 3, 2011 and approved by the City Engineer on March 8, 2011.
- d. 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 a 45 mm EPDM Liner 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 a 45 mm EPDM Liner, 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:

- 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 a 45 mm EPDM Liner; or
 - Any unusual pipe deflection in excess of more than 7% from the design shape; or
 - Any unusual evidence of backfill material entering into the pipe structure through pipe joints or other locations; or
 - 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.
- e. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Final 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 Final Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
- f. The Final Operations & Maintenance Plan shall contain the following information:
- i. Detailed inspection requirements;
 - ii. Inspection and maintenance schedules;
 - iii. Contact information for the Responsible Owner;
 - iv. As built plans of the Storm Water Facilities;
 - v. A letter of compliance from the designer after construction of the Storm Water Facilities is completed;
 - vi. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Final Operations & Maintenance Plan;

- vii. 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;
- viii. The design storage capacity of each Storm Water Facilities shall be documented in the Final 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;
- ix. A form and level of pretreatment approved by the City are required in the treatment train before any infiltration system; and

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 Final 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.

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: GWC IV, LLC
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.

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 Rheame, Deputy Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 25th day of April, 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

**LANDOWNER AND RESPONSIBLE OWNER
GWC IV, LLC**

By: _____
George W. Cameron IV
Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 2nd day of May, 2011, before me a Notary Public within and for said County, personally appeared George W. Cameron IV to me personally known, who being by me duly sworn, did say that he is the Chief Manager of GWC IV, LLC, a Minnesota limited liability company, the limited liability company named in the foregoing instrument, and that said instrument was signed on behalf of said limited liability company by authority of its Board of Governors and said George W. Cameron IV acknowledged said instrument to be the free act and deed of the limited liability company.

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 25th day of April, 2011, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and GWC IV, LLC, a Minnesota limited liability company (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 GWC, IV, LLC, a Minnesota limited liability company and its 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 March 3, 2011, and approved by the City Engineer on March 8, 2011. 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 Improvement Agreement. "Improvement Agreement" means that certain Improvement Agreement dated April 25, 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 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.
- c. The Standard of Maintenance shall comply with the City approved initial and Final Operations & Maintenance Plan hereafter referenced. The City has approved the initial Operations & Maintenance Plan as shown on Sheet C-3 of the construction plans prepared by Rehder & Associates, Inc. dated March 3, 2011 and approved by the City Engineer on March 8, 2011.
- d. 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 initial and Final 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).

- e. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Final 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 Final Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
- f. The Final Operations & Maintenance Plan shall contain the following information:
 - i.) Detailed inspection requirements;
 - ii.) Inspection and maintenance schedules;
 - iii.) Contact information for the Responsible Owner;
 - iv.) As built plans of the Storm Water Facilities;
 - v.) A letter of compliance from the designer after construction of the Storm Water Facilities is completed;
 - vi.) The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Final Operations & Maintenance Plan;
 - vii.) 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; and
 - viii.) A form of pretreatment approved by the City is required in the treatment train before any infiltration system.

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:

GWC IV, LLC
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.

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**LANDOWNER AND RESPONSIBLE OWNER
GWC IV, LLC**

By: _____
George W. Cameron IV
Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 2nd day of May, 2011, before me a Notary Public within and for said County, personally appeared George W. Cameron IV to me personally known, who being by me duly sworn, did say that he is the Chief Manager of GWC IV, LLC, a Minnesota limited liability company, the limited liability company named in the foregoing instrument, and that said instrument was signed on behalf of said limited liability company by authority of its Board of Governors and said George W. Cameron IV acknowledged said instrument to be the free act and deed of the limited liability company.

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

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 Rheume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 25th day of April, 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 Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

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, GWC IV, LLC, a Minnesota limited liability company (hereinafter Landowner) and the City of Inver Grove Heights, a municipal corporation (hereinafter City), 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 its 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 its right 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 25th day of April, 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 25th day of April, 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
GWC IV, LLC**

By: _____
George W. Cameron IV
Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 2nd day of May, 2011, before me a Notary Public within and for said County, personally appeared George W. Cameron IV to me personally known, who being by me duly sworn, did say that he is the Chief Manager of GWC IV, LLC, a Minnesota limited liability company, the limited liability company named in the foregoing instrument, and that said instrument was signed on behalf of said limited liability company by authority of its Board of Governors and said George W. Cameron IV acknowledged said instrument to be the free act and deed of the limited liability company.

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, GWC IV, LLC, a Minnesota limited liability company (hereinafter Landowner) and the City of Inver Grove Height, a municipal corporation (hereinafter City), 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 its 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 its 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 its appeal rights under Minn. Stat. § 429.081 with respect to whether the Project has benefitted 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 25th day of April, 2011.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 25th day of April, 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 Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (Easement) is made, granted and conveyed this 25th day of April, 2011, between **Phillip A. Frazier and Jillyne E. Frazier**, husband and wife, hereinafter individually and collectively referred to as the “Landowner” 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.”

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

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

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

EXEMPT FROM STATE DEED TAX

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

- a.) to enter upon the Temporary Easement Area during the term of its existence for the purposes of construction, inspection, grading, sloping, and restoration relating to the purposes of this Easement; and

- b.) to maintain the Temporary Easement Area during the term of its existence, together with the right to excavate and refill ditches or trenches; and
- c.) to remove from the Temporary Easement Area during the term of its existence trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the street work within the Temporary Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Temporary Easement Area during the term of its existence as the City may deem appropriate.

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

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

The Landowner, for themselves and their successors and assigns, do hereby warrant to and covenant with the City, its successors and assigns, that they are well seized in fee of the Landowner's Property described on Exhibit A and the Temporary Easement Area described on Exhibit B and depicted on Exhibit C and has good right to grant and convey the Temporary Easements herein to the City.

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

IN TESTIMONY WHEREOF, the Landowner and the City have caused this Easement to be executed as of the day and year first above written.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 25th day of April, 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

Phillip A. Frazier

Jillyne E. Frazier

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2011, before me a Notary Public within and for said County, personally appeared Phillip A. Frazier and Jillyne E. Frazier, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and they acknowledged that they executed the same as their 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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

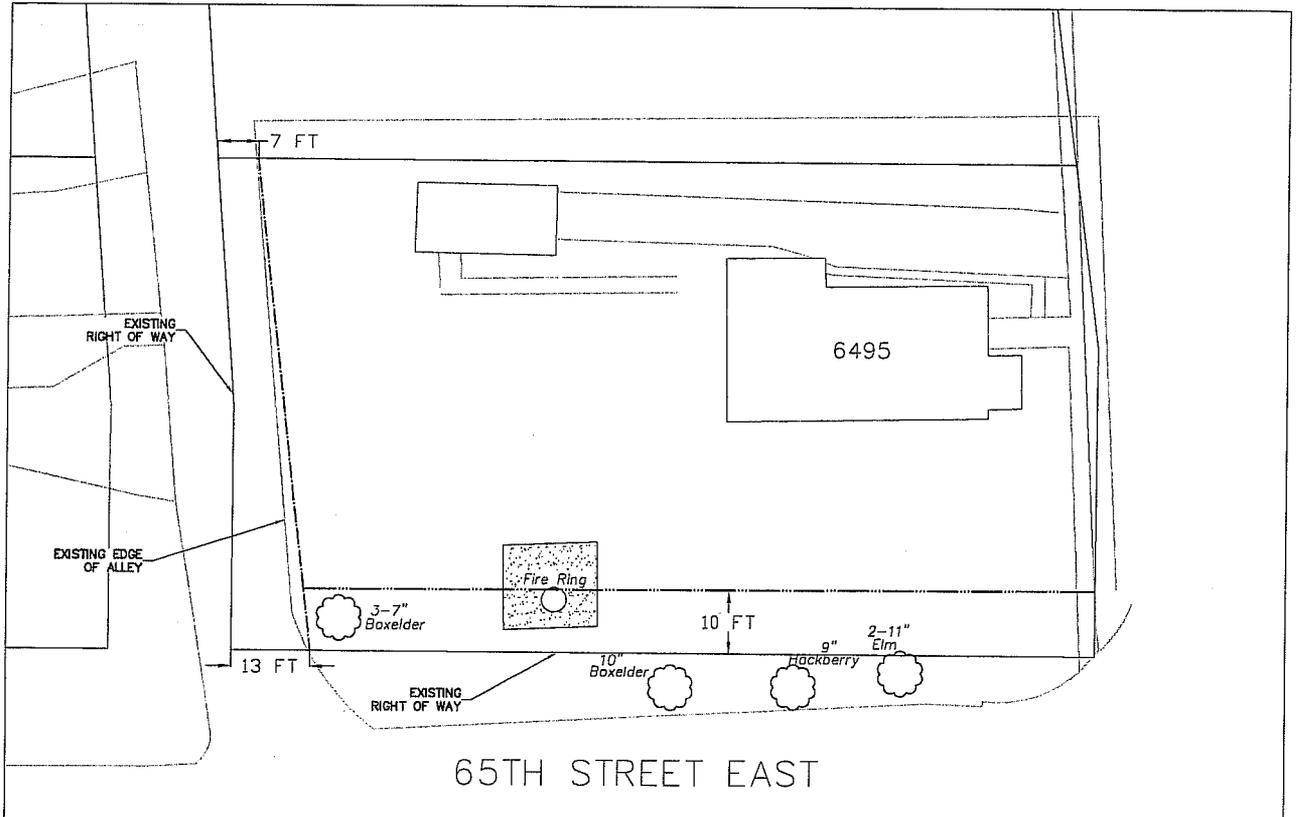
Lots 12 and 13, Block 23, Inver Grove Factory Addition, according to the plat thereof on file and of record with the Dakota County Recorder, Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREA

A temporary easement for grading, sloping and construction purposes, and all such purposes ancillary, incident or related thereto over, under, across, through and upon the south 10 feet of Lots 12 and 13, Block 23, Inver Grove Factory Addition, according to the plat thereof on file and of record with the Dakota County Recorder, Dakota County, Minnesota.

Said Temporary Easement shall expire on December 31, 2011.

EXHIBIT C
DEPICTION OF EASEMENT AREA



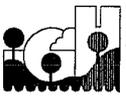
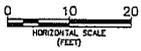
 *City of Inver Grove Heights*
 8150 Barbara Avenue
 Inver Grove Heights, MN 56077
 (851) 450-2570 Fax (851) 450-2502

EXHIBIT C
 PROPOSED RIGHT OF WAY
 AND EASEMENT ACQUISITION
 AREAS ON 6495 65TH STREET

PROPOSED RIGHT OF WAY
 PROPOSED EASEMENT


 HORIZONTAL SCALE
 (FEET)

Revised: 2/23/2011

Allan Hunting

From: Eric Carlson
Sent: Wednesday, April 13, 2011 1:35 PM
To: Allan Hunting; Scott Thureen
Subject: RE: EAB storage and ordinance amendment

Allan

My feedback would be that the City desires location(s) in town to store materials and debris such as gravel, black dirt, sand, trees/brush/branches, water main and sewer pipe commonly used in a public works, utilities, and park maintenance operations to provide residents and business with safe, functional and effective public infrastructure.

I don't know if that helps or not....certainly you could add something to the affect that all site(s) would need to be approved by the Council so that we don't start using every piece of property in town.

Eric

From: Allan Hunting
Sent: Wednesday, April 13, 2011 1:26 PM
To: Scott Thureen; Eric Carlson
Subject: EAB storage and ordinance amendment

Scott and Eric,

We had the public hearing last Tuesday about the code amendment to allow outdoor storage on property zoned P and for local government use only. Some of the commissioners thought this would suddenly open up the possibility of the city storing equipment and trucks on every parcel we own. The commission wanted to see if staff could come up with any language that would tighten it up and address their concerns. I intentionally made it open because I know that the issue in front of us right now is storing the ash trees as they are cut, there might be need for other types of storage and I intended for all of it to be allowed.

Can either of you think of anything else that the city might use the open storage for? Also, do you have any suggestions for ways to make the language a little tighter. Right now it says "open storage". That's it. I will be bringing this to council on April 25 and if council starts asking questions, at least you two will be able to have responses if the council asks you directly.

Allan

**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:

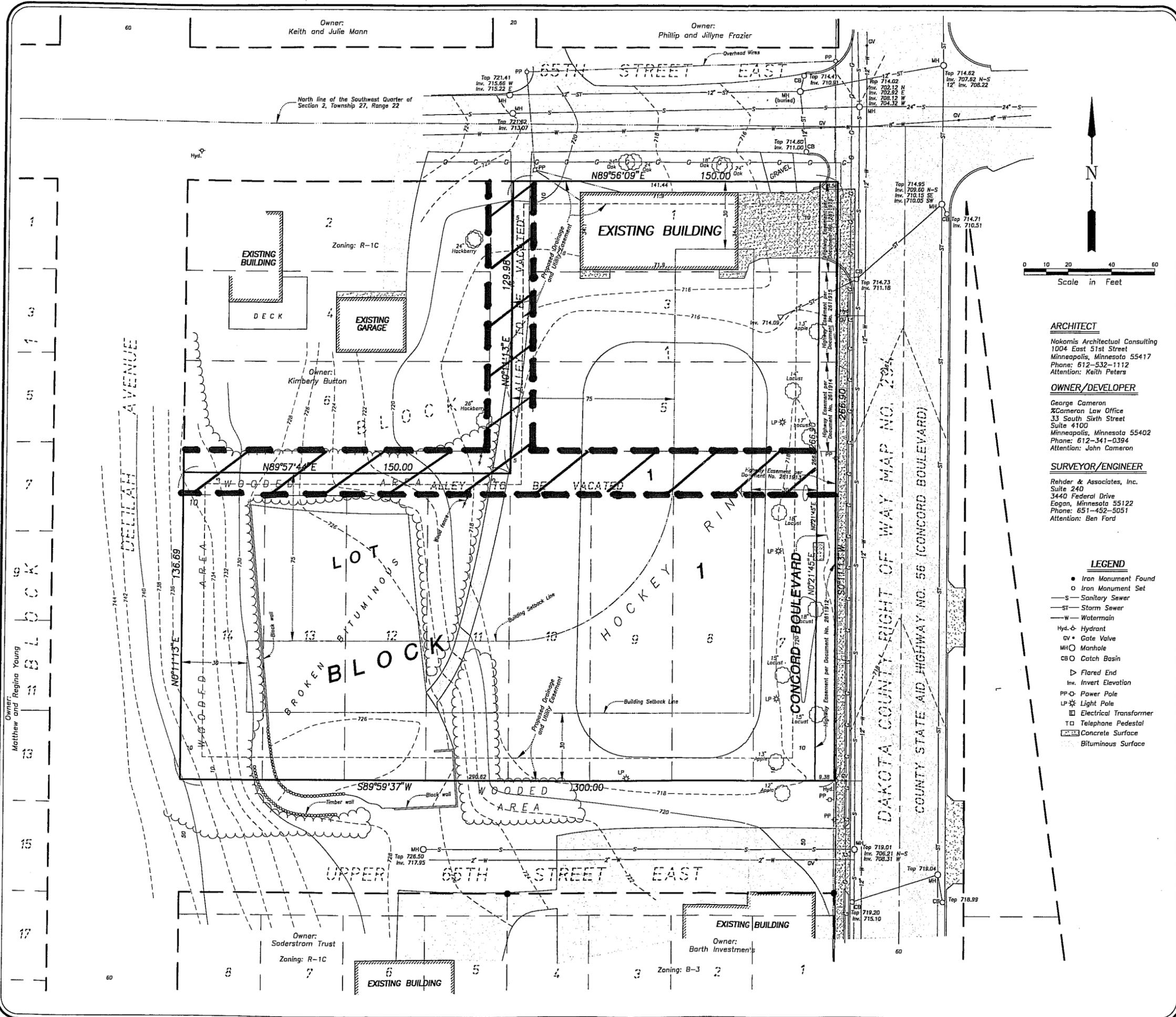
1. Drainage and utility easements shall be provided on the final plat as required by the City Engineering Department.

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.

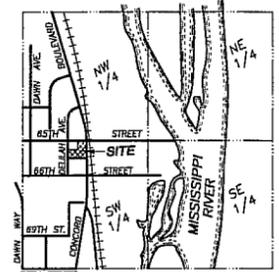
Attachments: Preliminary Plat with alleys highlighted



**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-O Power Pole
- LP* Light Pole
- ⊠ Electrical Transformer
- ⊠ 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.

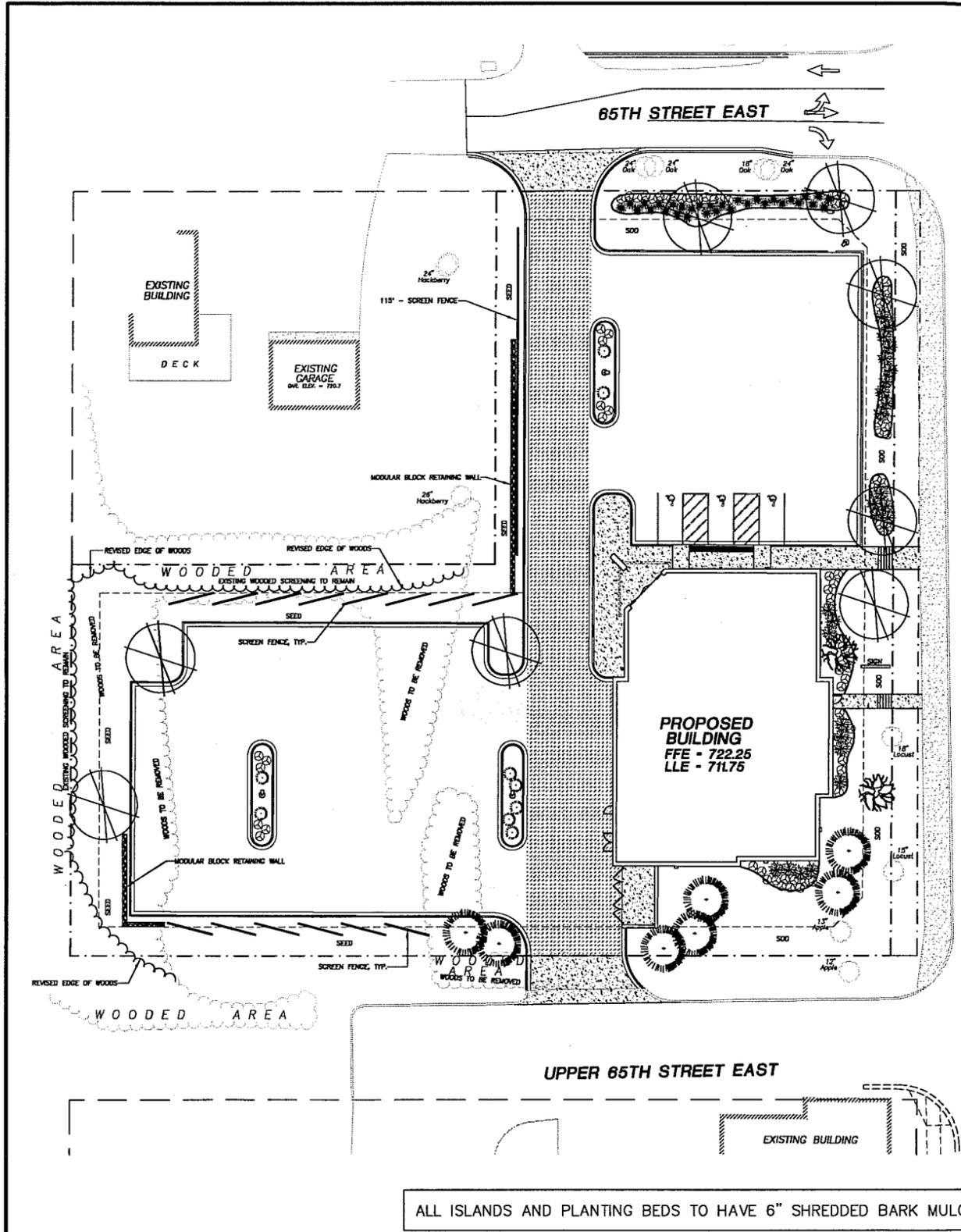
Dated this 14th day of October, 2009.

REHDER & ASSOCIATES, INC.

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

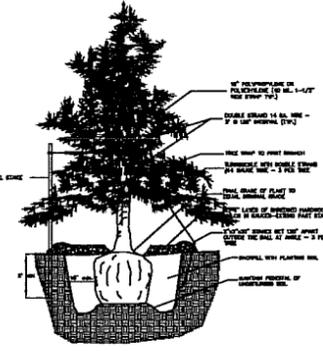
Rehder and Associates, Inc.

CIVIL ENGINEERS AND LAND SURVEYORS
3440 Federal Drive • Suite 110 • Eagan, Minnesota • Phone (651) 452-5051

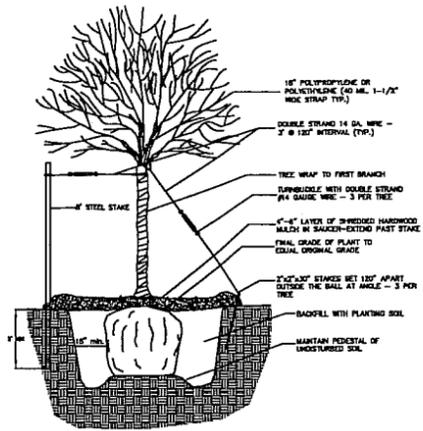


BOULEVARD

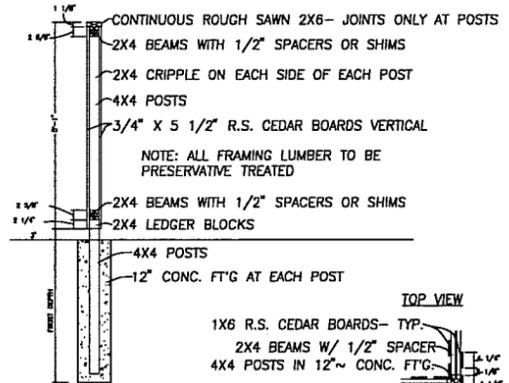
CONCORD



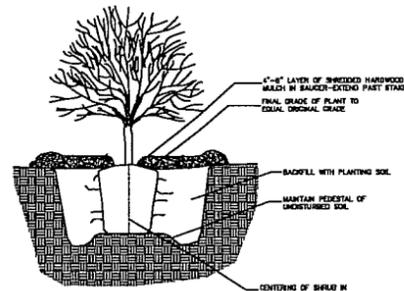
CONIFEROUS TREE PLANTING DETAIL



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	28	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
4110 Federal Drive, Suite 110 • Fergus Falls, Minnesota 56542
Tel: 1-828-5661 • Fax: 828-5667 • Email: info@rehder.com

PRELIMINARY

ISSUED
10-15-09
11-14-09
CITY OF INVER GROVE HEIGHTS
ADDRESS: 601 CONCORD

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: April 20, 2011
RE: Amendment No. 3 to Purchase Agreement between the City and George
Cameron IV – April 25, 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 was \$272,000.

Section 2. Amendments No. 1 and No. 2. 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. Due to the delay, the contingency dates set forth in the Purchase Agreement by which the closing was to occur and by which the Buyer needed to obtain land use and license approvals were amended. On February 28, 2011, the City and Cameron entered into an Amendment No. 2 to Purchase Agreement which created a new schedule for approvals and construction on the basis that the new building would be constructed by fall of 2011.

The new schedule was 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 3. Amendment No. 3. The City and Buyer have recently negotiated a reduction in the purchase price from \$272,000 to \$210,000. Additionally, Buyer has decided to form a limited liability company (GWC IV, LLC) by which Buyer intends to take title to the property being purchased from the City. These two changes to the Purchase Agreement are reflected in the attached Amendment No. 3 to Purchase Agreement.

Section 4. Council Action. Council is asked to consider the attached Amendment No. 3 to Purchase Agreement between the City and George Cameron IV at the April 25, 2011 Council meeting.

Attachment

AMENDMENT NO. 3 TO PURCHASE AGREEMENT

THIS AMENDMENT NO. 3 TO PURCHASE AGREEMENT (Amendment No. 3) is made this 25th day of April, 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.

1.6 AMENDMENT NO. 2. Amendment No. 2 means that certain Amendment No. 2 to Purchase Agreement between the Seller and Buyer dated February 28, 2011.

Section 2. AMENDMENTS.

2.1 AMENDMENT OF SECTION 28(f) OF PURCHASE AGREEMENT. Section 28(f) of the Purchase Agreement is hereby amended to read as follows:

f. This Agreement is binding upon the parties and their successors and assigns. Buyer may not assign this Agreement without the written consent of the Seller. Provided, however, Seller agrees that the Buyer, without the Seller's written consent, may assign this Purchase Agreement to a limited liability company in which George W. Cameron IV holds at least a fifty percent (50%) or more membership interest.

2.2 AMENDMENT OF SECTION 1.12 OF PURCHASE AGREEMENT. Section 1.12 of the Purchase Agreement is hereby amended to read as follows:

1.12 PURCHASE PRICE. Purchase Price shall mean **the total sum of ~~two-hundred and seventy-two thousand dollars (\$272,000)~~ two-hundred and ten thousand dollars (\$210,000).**

2.3 AMENDMENT OF SECTION 3 OF PURCHASE AGREEMENT. Section 3 of the Purchase Agreement is hereby amended to read as follows:

Section 3. EARNEST MONEY AND PURCHASE PRICE; MANNER AND TIME OF PAYMENT. Buyer, in consideration of the mutual promises and covenants herein contained, agrees to pay to the Seller for the Real Property the Purchase Price in the following manner and at the following times:

- to Seller the sum of \$5,000 as earnest money payable upon Buyer's execution of this Agreement.

- to Seller the sum of ~~\$267,000~~ \$205,000 in cash or by bank check at Closing Date.

2.4 REMAINING EFFECT OF OTHER PROVISIONS. The other provisions of the Purchase Agreement, as amended by Amendment No. 1 and Amendment No. 2, remain in full force and effect.

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 25th day of April, 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)
) ss.
COUNTY OF DAKOTA)

On this 2nd day of May, 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

COMMON SENSE SERVICES

REQUEST FOR COUNCIL ACTION

CITY OF INVER GROVE HEIGHTS

Meeting Date: April 25, 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 request for property located at 6415 Carmen Avenue:

Consider a resolution relating to a **Conditional Use Permit** to operate an adult day care service program for property located at 6415 Carmen Avenue.

- Requires 4/5th's vote.
- 60-day deadline: May 20, 2011 (first 60 days)

SUMMARY

The applicant is proposing to operate an adult day care type operation within an existing building just east of Cahill on 65th Street that used to be a bingo hall. The applicant has provided a brief description of the operation. The operation provides professional care during normal work day hours for those who need assistance during the day. The service is typically used by those who have working caregivers at home and need to drop off the family member during the day while the caregiver goes to work.

ANALYSIS

The property is zoned B-3, General Business. Any type of daycare is a conditional use in the B-3 District. No changes are being proposed to the exterior or grounds. The site has ample parking and good drop off and pick traffic flow. The use is compatible with the surrounding area and there is a child daycare in the building immediately west of the proposed site.

RECOMMENDATION

Planning Staff: Recommends approval of the Conditional Use Permit for an adult daycare with the conditions in the attached resolution.

Planning Commission: Recommends approval of the Conditional Use Permit as presented (8-0).

Attachments: Conditional Use Permit Resolution
 Planning Commission Recommendation
 Planning Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR AN ADULT DAYCARE
SERVICE PROGRAM**

Common Sense Services
Case No. 11-06C

WHEREAS, an application for a Conditional Use Permit has been submitted for the property located at 6415 Carmen Avenue and legally described as:

The South ½ of the Northwest ¼ of Section 3, Township 27, Range 22, Lying South of the North 1859.22 feet and East of the West 481 feet and Lying Northwest of the Carmen Avenue Except the East 150 feet of the West 631 feet of the South 453.33 feet.

WHEREAS, an application for a conditional use permit has been submitted for an adult daycare service program;

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

WHEREAS, the request has been reviewed against Title 10, Chapter 3, Article A, Section 10-3A-5 regarding the criterion for a Conditional Use Permit and meets the minimum standards; the request is consistent with the Comprehensive Plan and it does not have a negative impact on public health, safety or welfare;

WHEREAS, a public hearing concerning the conditional use permit amendment was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on April 19, 2011;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit to allow an adult daycare service program is hereby approved with the following conditions:

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

2. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.

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

Adopted by the City Council of Inver Grove Heights this _____ day of _____, 2011.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Melissa Rheaume, Deputy Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: April 19, 2011
SUBJECT: **COMMON SENSE SERVICES – CASE NO. 11-06C**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a conditional use permit to operate an adult day care service program out of the existing Climb Theater building located at 6415 Carmen Avenue. 21 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the applicant is requesting to operate an adult day care within an existing building. The property is zoned B-3; daycare is a conditional use in that district. There are no proposed changes to the site. Staff recommends approval of the request with the two conditions listed in the report.

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

Opening of Public Hearing

The applicant, Lynne Zimmerman, 8315 Cahill Avenue, advised she was available to answer questions.

Chair Bartholomew advised the applicant of the two conditions listed in the report.

Ms. Zimmerman advised that Common Sense Services is currently operating out of South St. Paul but would like to relocate to the Climb Theatre building in Inver Grove Heights. She explained that her company provides professional care for adults who are unable to adequately manage self-care and remain safe while home alone. She stated this is an option that prevents institutionalization and addresses the needs of caregivers who are employed outside the home or would like some time to themselves. Ms. Zimmerman stated their typical business hours were 6:30 AM to 6:00 PM.

Commissioner Wippermann asked if the applicant had any locations other than the one in South St. Paul, to which Ms. Zimmerman replied she did not.

Commissioner Wippermann asked how many participants could be served at the Inver Grove Heights location.

Ms. Zimmerman replied that the maximum they could serve was 70.

Commissioner Wippermann noted the large amount of concrete around the building and asked if any of the activities would be outdoors.

Ms. Zimmerman replied in the affirmative, stating the concrete was flat which was beneficial to participants using canes, walkers, and wheelchairs. She advised there was a grassy area in the back of the building which would be used for various outdoor activities.

Commissioner Wippermann stated the proposed services would be very beneficial to the community.

Ms. Zimmerman stated this is a well established system of care throughout Minnesota which is very moderate in cost. She stated her staff is professional and includes a nurse and a recreational therapist. She advised that she is a physical therapist and they provide physical therapy at no additional cost to people who attend the center.

Planning Commission Discussion

Chair Bartholomew asked if the building was ADA compliant.

Mr. Hunting replied that the Chief Building Official was working with an architect to ensure the site met all code requirements.

Chair Bartholomew asked if there was a State requirement regarding pharmaceutical security, to which Mr. Hunting replied there may be but there was nothing from a zoning standpoint.

Planning Commission Recommendation

Motion by Commissioner Wippermann, second by Commissioner Koch, to approve the conditional use permit to operate a day care service program located at 6416 Carmen Avenue with the two conditions listed in the report.

Motion carried (8/0). This item goes to the City Council on April 25, 2011.

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: April 11, 2011

CASE NO: 11-06C

APPLICANT: Common Sense Services

PROPERTY OWNER: Climb Theater Inc.

REQUEST: Conditional Use Permit for an adult daycare facility

HEARING DATE: April 19, 2011

LOCATION: 6415 Carmen Avenue

COMPREHENSIVE PLAN: IOP, Industrial Office Park

ZONING: B-3, General Business

REVIEWING DIVISIONS: Planning

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The applicant is proposing to operate an adult day care type operation within an existing building just east of Cahill on 65th Street that used to be a bingo hall. The applicant has provided a brief description of the operation. The operation provides professional care during normal work day hours for those who need assistance during the day. The service is typically used by those who have working caregivers at home and need to drop off the family member during the day while the caregiver goes to work.

The property is zoned B-3 and "daycare" is a conditional use in that district. The use as described best fits the definition of " daycare" in the ordinance. Therefore, a conditional use permit is required for the proposed use. The zoning ordinance does not have any specific performance criteria for daycare uses.

EVALUATION OF THE REQUEST

The following land uses, zoning districts and comprehensive plan designations surround the subject property:

North: Outdoor storage, residential; zoned I-1, R-1C; guided IOP, LDR

East and South: City owned land with cell tower; zoned P; guided Public Park Open Space

West: Commercial buildings; zoned B-3; guided Community Commercial

CONDITIONAL USE PERMIT REVIEW

Setbacks. The operation would be located within a portion of the existing building. No building additions are proposed. The proposed use will not have any impact on setbacks.

Parking. The location contains a large parking lot around the existing building. The day care would be located in the old bingo hall which is on the left side of the building. Climb Theatre occupies the other half of the building. There are 47 parking spaces that are accessible to the left side of the building. The applicant has indicated that the typical number of patients is typically between 25-30. The vast majority are driven to the site by others and dropped off. Staffing ratios to patients must be between 1:5 and 1:8 (staff person to patient ratio) depending upon the physical abilities of the patients. Based upon these ratios and typical patient numbers, parking demand would be from about 5 to 10 spaces. There is ample parking on site to accommodate the proposed use.

Patient drop off and pick up would follow the general routing as provided by the applicant. Patients are dropped off and picked up at different times of day, so there is not the issue of stacking problems at peak times. The site provides ample space for drop off and does not conflict with other parking traffic flow.

General CUP Criteria

This section reviews the plans against the CUP criteria in the Zoning Ordinance (Section 10-3A).

1. *The use is consistent with the goals, policies and plans of the City Comprehensive Plan, including future land uses, utilities, streets and parks.*

The Industrial Office Park (IOP) is a new designation in the 2030 Comp Plan. It was created more specifically for the Northwest Area, but other existing light industrial parks were also included in this category. The surrounding properties guided IOP are developed as mini storage, light warehousing and manufacturing. The subject parcel has been developed as a general office type use. Medical complexes, facilities, and offices are allowed in this designation. This type of daycare seems to fall within the medical type office use and certainly would not be out of character for the neighborhood. There is an existing child daycare facility in the building abutting this property to the west. There would be no negative impacts on existing land uses, street systems or the park system.

2. *The use is consistent with the City Code, especially the Zoning Ordinance and the intent of the specific Zoning District in which the use is located.*

The applicant's property is zoned B-3, General Commercial. The land use of a daycare is consistent with the intent of the B-3 zoning district.

3. *The use would not be materially injurious to existing or planned properties or improvements in the vicinity.*

The surrounding property is developed with a mix of uses. The operation would not have a negative impact on the surrounding area.

4. *The use does not have an undue adverse impact on existing or planned City facilities and services, including streets, utilities, parks, police and fire, and the reasonable ability of the City to provide such services in an orderly, timely manner.*

This commercial/residential neighborhood is all developed and the land use patterns set. The proposed use would not have an adverse impact on fire protection or on any city service as there are no expansions to the site.

5. *The use is generally compatible with existing and future uses of surrounding properties, including:*
 - i. *Aesthetics/exterior appearance*
The operation would be located in an existing building. No impact to this criterion.
 - ii. *Noise*
No changes to the physical characteristics of the property. No impact to this criterion.
 - iii. *Fencing, landscaping and buffering*
No changes proposed or required.
6. *The property is appropriate for the use considering: size and shape; topography, vegetation, and other natural and physical features; access, traffic volumes and flows; utilities; parking; setbacks; lot coverage and other zoning requirements; emergency access, fire lanes, hydrants, and other fire and building code requirements.*

The property contains ample parking for the proposed use. The proposed use would not have a negative impact on city services or emergency services.

7. *The use does not have an undue adverse impact on the public health, safety or welfare.*

This use does not appear to have any negative effects on the public health, safety or welfare.

8. *The use does not have an undue adverse impact on the environment, including, but not limited to, surface water, groundwater and air quality.*

This use would not have an undue adverse impact on the environment. There are no improvements to the property proposed.

ALTERNATIVES

The Planning Commission has the following actions available on the following requests:

A. Approval. If the Planning Commission finds the application to be acceptable, the following action should be taken:

- Approval of the **Conditional Use Permit** for an adult daycare facility subject to the following conditions:

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

Vehicular Circulation Plan
General Parking Plan

2. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.

B. Denial. If the Planning Commission does not favor the proposed application the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

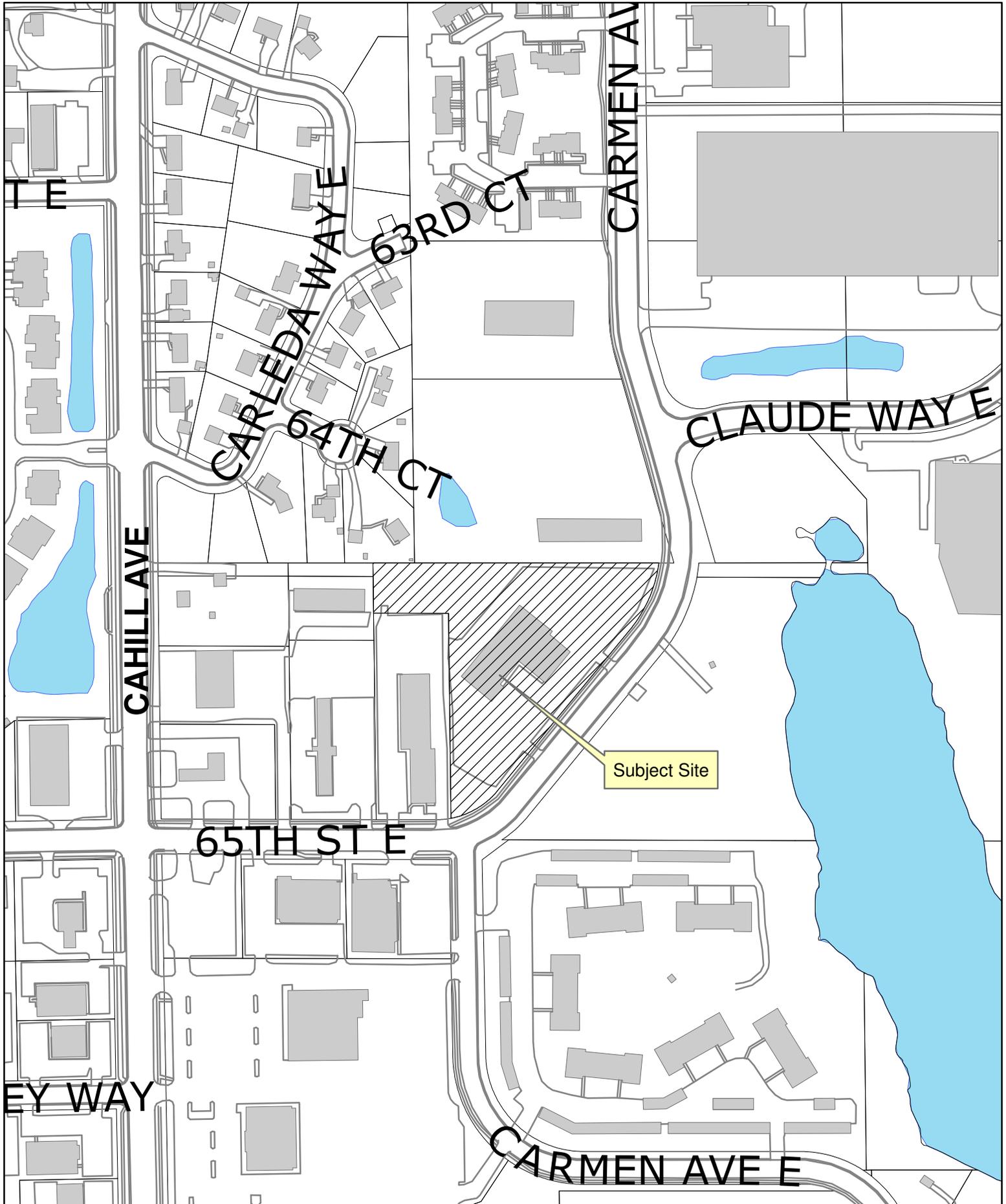
Staff recommends approval of the conditional use permit for a daycare facility at the proposed location as presented. Staff is not proposing any specific performance standard conditions since the use would occupy an existing space and no improvements to the property are proposed.

Attachments: Location Map
Applicant Narrative
Vehicular Circulation Plan
General Parking Plan



Location Map

Case No. 11-06C



DATE: March 24, 2011

TO: Allen Hunting, AICP
`City Planner
`City of Inver Grove Heights

FR: Lynne Zimmerman
President
Common Sense Services

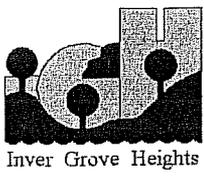
RE: SERVICES PROVIDED BY COMMON SENSE:

Our program is designed to meet the specific needs of each individual participant and provide them with the best care possible.

Participants engage in a wide variety of activities that include therapeutic services provided in incremental units throughout the day by licensed professional staff:

1. Each participant is provided with an individualized and coordinated set of services that are directed at maintaining or improving their capabilities for self-care. These services include:
 - A daily Structured Exercise Program
 - Assistance throughout the day with Activities of Daily Living
 - Nursing Care and Evaluation
 - Physical Therapy & Assistive Device Evaluations
 - Falls Prevention Training
 - Grooming/Nail Care
 - Recreational Activities with peers
 - A nutritionally balanced hot noon meal and snacks, including special diets as required
 - Music and Entertainment
 - Therapeutic Outings
2. We do not require a minimum number of hours or days of attendance
3. Care Giver support and respite services:
 - Provides professional care to participants during the hours of a normal working day/week so caregivers who need to be employed outside the home and need daily support for loved ones who are unable to adequately manage self-care and remain safe while alone.
 - Provides access to respite from 24 hour care based on customer choice of hours
 - Regularly scheduled evening support group for caregivers

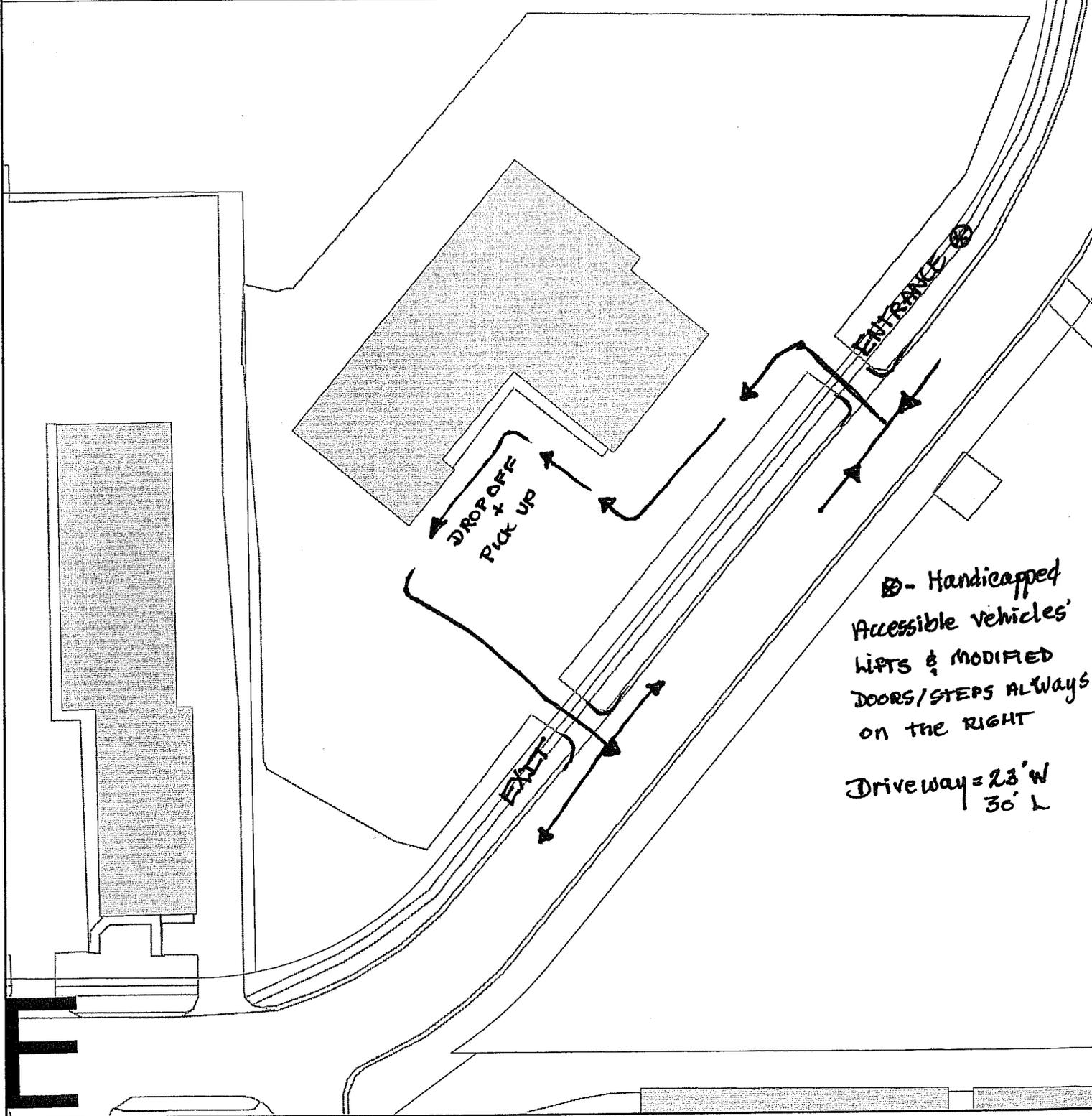
Common Sense is licensed by the State of MN as an Adult Day Services Program (DHS Rule 223)



Location Map

6415 Carmen Avenue

Vehicular Circulation

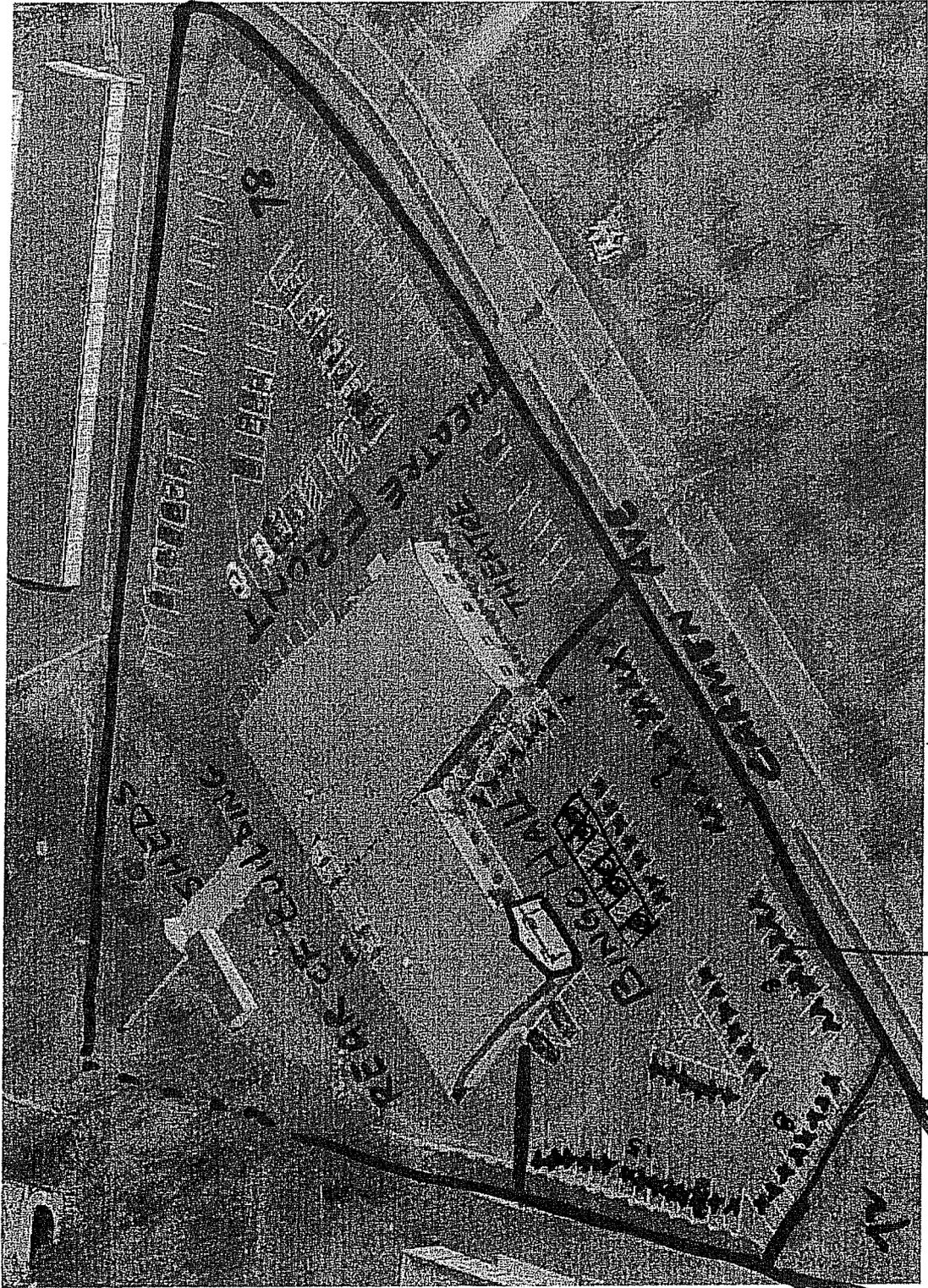


 - Handicapped Accessible vehicles' WHEELCHAIRS & MODIFIED DOORS/STEPS ALWAYS ON THE RIGHT

Driveway = 23' W
36' L

E

6415 Carmen Avenue



— X = 1 std. space — Total # 41

— O = Handicapped — Total # 5
SPACE

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

BITUMINOUS ROADWAYS, INC - Case No. 11-04CA

Meeting Date: April 25, 2011
 Item Type: Regular
 Contact: Heather Botten 651.450.2569
 Prepared by:  Heather Botten, Associate Planner
 Reviewed by: Planning

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

PURPOSE/ACTION REQUESTED

Consider a **Conditional Use Permit Amendment** to add a 1,600 square foot building to the existing asphalt plant operation for property located at 11201 Rich Valley Boulevard.

- Requires a 4/5ths vote.
- 60-day deadline: April 29, 2011 (first 60-days)

SUMMARY

The applicant is requesting a conditional use permit amendment to construct a 1,600 square foot building with sheet metal siding located on the existing mining site. The building would be located in the pit 40-50 feet below street elevation. The most recent sand and gravel conditional use permit for the site was approved in 2007 allowing the sand and gravel operation to be in existence an additional 5 years. The proposed amendment will not alter the 5-year approval timeline.

In 1991 a CUP amendment was approved for the site stating metal building are allowed in the sand & gravel overlay district since the buildings are temporary and would be removed when the pit is done or they would be required to be brought into conformance. Based on past interpretations and approvals, a metal sided building would be allowed without the need for a variance but with a condition that the buildings are removed with the closure of the facility.

The proposed request meets the Conditional Use Permit criteria relating to the Comprehensive Plan and zoning consistency, land use impacts such as setbacks, drainage, and aesthetics, environmental impacts, and public health and safety impacts.

Planning Staff: Based on the information provided staff recommends approval of the conditional use permit amendment to add a 1,600 square foot building to the existing operation with the conditions listed in the attached resolution.

Planning Commission: At the April 5, 2011 public hearing, the Planning Commission recommended approval of the request with the conditions listed in the attached resolution (8-0).

Attachments: CUP Resolution
 Planning Commission Recommendation
 Planning Staff Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT AMENDMENT TO ADD A
1,600 SQUARE FOOT BUILDING TO THE EXISTING ASPHALT PLANT AND
CONTRACTOR'S YARD OPERATION**

Bituminous Roadways
Case No. 11-04CA

WHEREAS, an application for a Conditional Use Permit Amendment has been submitted for the property located at 11201 Rich Valley Boulevard and legally described as:

That part of the S ½ of the NE ¼ of Section 32, Township 27, Range 22, lying westerly of Rich Valley Boulevard; except that part described as follows: Commencing at the SE corner of said S ½ NE ¼; thence west along the south line thereof, a distance of 592.43 feet; thence north 344.9 feet; thence east 570 feet to the centerline of Rich Valley Boulevard; thence southeasterly along said centerline, a distance of 67 feet to the east line of said S ½ NE ¼; thence south 281.85 feet to the point of beginning. Part of PID # 20-03200-011-05, and

The Northeast Quarter of the Southwest Quarter and the North One-Half of the Southeast Quarter, Section 32, Township 27, Range 22, and all of that tract of land lying West of Highway 5 in the Northwest Quarter of the Southwest Quarter, Section 33, Township 27, Range 22; subject to an easement to Minnesota Northern Natural Gas Company, as described in Deed recorded in Book 193 of Deeds, page 374. PID No. 20-03200-010-75, 20-03200-020-50.

WHEREAS, an application for a conditional use permit amendment has been submitted to add a 1,600 square foot building to the existing asphalt plant;

WHEREAS, the aforescribed property is zoned A, Agricultural and Sand and Gravel Overlay District;

WHEREAS, the request has been reviewed against Title 10, Chapter 3, Article A, Section 10-3A-5 regarding the criterion for a Conditional Use Permit and meets the minimum standards; the request is consistent with the Comprehensive Plan and it does not have a negative impact on public health, safety or welfare;

WHEREAS, a public hearing concerning the conditional use permit amendment was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on April 5, 2011;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit Amendment to allow for a building addition is hereby approved with the following conditions:

1. Resolution No. 07-122 and the conditions therein shall become null and void.
2. All terms and conditions of the approval of the temporary Sand and Gravel Zoning District for the property shall apply to all the operations on the site specifically stated herein, except where said terms and conditions may be modified by the conditions below, than the conditions of this permit shall prevail.
3. The 1,600 square foot building shall be constructed in substantial conformance with the site plan on file with the Planning Department dated 3/1/11.
4. Approval of this conditional use permit shall be valid for the duration of the Temporary Sand and Gravel Zoning or until such time that the sand and gravel operation on site shall cease to continue if such time frame is shorter. The sand and gravel operation and the approval granted herein shall terminate concurrently.
5. Where violations of the conditions of this permit are noted, the City is authorized to immediately terminate all operations on the site and resumption of operation will not be permitted until such violation is rectified.
6. The processing of the sand and gravel shall include, but not limited to; mining, crushing, screening, washing, sorting and blending into and stockpiling a variety of aggregates, and the recycling and stockpiling of concrete and rock products.
7. The contractor's yard shall be used in substantial conformance with the plan entitled "Existing Conditions" dated 1/8/07, on file with the Planning Division.
8. The washing operation shall use only water obtained from storm water ponds and shall not use any ground water from wells.
9. The location of the asphalt plant shall remain in its existing position and shall not be relocated.

10. All buildings shall be removed from the site within three (3) months of the closure of the facility.
11. The area on the site plan identified as woods on the west side that is not being excavated shall be preserved and no cutting of trees shall occur as a result of the mining operation. A restrictive covenant shall be placed over this portion of the site to insure its protection.
12. Storage of equipment and vehicles for Rainbow Painting shall be limited to the building designated "garage" on the approved site plan and the adjacent area located south of the metal building.
13. All plans submitted by the applicant shall be subject to the review and recommendations made by the City Engineer and Director of Public Works.
14. Monitoring shall be conducted at the single ground water well on site known as the "Rainbow well" and on the Todd Wicker and Robert Plan property, that consists of arsenic, barium, cadmium, chromium, copper, lead, mercury, nickel, selenium, silver, zinc, DRO, GRO, phenol, pH, electric conductivity and alkalinity. The monitoring shall occur at half the wells one year and the other half the next year. Parameters and protocols shall be as agreed to by Dakota County, the City and Bituminous Roadways.
15. The owner shall provide the City Engineering Division full access to the property for an annual storm water maintenance, erosion control, and sediment control inspections.

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

Adopted by the City Council of Inver Grove Heights this _____ day of _____, 2011.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: April 5, 2011
SUBJECT: **BITUMINOUS ROADWAYS – CASE NO. 11-04CA**

Reading of Notice

Commissioner Simon read the public hearing notice to consider a request for a conditional use permit amendment to add a 1,600 square foot building to the existing mining facility for the property located at 11201 Rich Valley Boulevard. 18 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the applicant is requesting a conditional use permit amendment to construct a 1,600 square foot building with sheet metal siding located on the existing mining site. The building will be located in the pit 40-50 feet below street elevation. The request complies with the conditional use permit criteria. Staff recommends approval of the request with the conditions listed in Alternative A. Ms. Botten advised that with the exception of Condition 3, all conditions were carried over from the existing CUP. Staff has not heard from any of the neighbors that were mailed notices.

Opening of Public Hearing

The applicant, Kent Peterson, Bituminous Roadways, 11201 Rich Valley Boulevard, stated he was available to answer questions.

Chair Bartholomew asked if the applicant was agreeable with the conditions listed in the report, to which Mr. Peterson replied in the affirmative.

Commissioner Wippermann asked if a restrictive covenant was placed on the wooded area as required by Condition 11, to which Mr. Peterson replied in the affirmative.

Commissioner Simon asked if the applicant sold sand to individuals, to which Mr. Peterson replied it was primarily for their own use.

Planning Commission Recommendation

Motion by Commissioner Wippermann, second by Commissioner Koch, to approve the conditional use permit amendment to add a 1,600 square foot building to the existing asphalt plant operation located at 11201 Rich Valley Boulevard, with the conditions listed in Alternative A of the report.

Motion carried (8/0). This item goes to the City Council on April 25, 2011.

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: March 30, 2011 **CASE NO:** 11-04CA

HEARING DATE: April 5, 2011

APPLICANT: Bituminous Roadways Inc

PROPERTY OWNER: Gerda LP

REQUEST: A conditional use permit amendment to add a building to the existing mining site

LOCATION: 11201 Rich Valley Boulevard

COMPREHENSIVE PLAN: Industrial Open Space

ZONING: Sand and Gravel Overlay District / A, Agricultural

REVIEWING DIVISIONS: Planning **PREPARED BY:**  Heather Botten
Associate Planner

BACKGROUND

The applicant is requesting a conditional use permit amendment to construct a 1,600 square foot building with sheet metal siding located on the existing mining site. The building will be located in the pit 40-50 feet below the level of the street elevation. The first sand and gravel zoning permit was approved in 1974. The CUP for an asphalt plant was approved in 1979. The property owners renew their permit about every 5 years. The most recent CUP for the site was approved in 2007 allowing the sand and gravel operation to be in existence an additional 5 years. The proposed amendment will not alter the 5-year approval timeline.

While reviewing old approvals for this site staff found a CUP Amendment, case number 91-46C, for Bituminous Roadways to install a 3,600 square foot metal sided building (currently located along Rich Valley Boulevard). This amendment clearly stated metal building are allowed in the sand & gravel overlay district since the buildings are temporary and would be removed when the pit is done or they would be required to be brought into conformance. Based on past interpretations and approvals, a metal sided building would be allowed without the need for a variance but with a condition that the buildings are removed with the closure of the facility.

The specific request consists of the following:

- A.) A Conditional Use Permit Amendment to add a 1,600 square foot building to the existing asphalt plant operation

EVALUATION OF THE REQUEST

The following land uses, zoning districts, and comprehensive plan designations surround the subject property:

North	Zoned Agricultural; guided Industrial Open Space
East	Industrial property; zoned I-1, Limited Industry; guided Light Industrial
South	Residential and Bituminous Roadways; zoned Sand and Gravel Overlay District / A, Agricultural; guided Industrial Open Space
West	Zoned Agricultural; guided Industrial Open Space

SITE PLAN REVIEW

Setbacks. The proposed building is located over 500 feet from the closest property line, exceeding setback requirements.

Parking/Access. Access to the site is not changing; there is one entrance off of Rich Valley Boulevard along the east side of the property.

Tree Preservation/Landscaping. No landscaping is required with the proposed addition.

Engineering. Engineering has reviewed the request and has commented that they take no exceptions to the proposed plans.

GENERAL CONDITIONAL USE PERMIT REVIEW

This section reviews the plans against the CUP criteria in the Zoning Ordinance (Section 10-3A).

1. *The use is consistent with the goals, policies and plans of the City Comprehensive Plan, including future land uses, utilities, streets and parks.*

The use is consistent with the goals, policies, and plans of the Comprehensive Plan. The future land use of this parcel is Industrial Open Space and the sand and gravel permit is a conditional use allowed to continue operating without further restrictions.

2. *The use is consistent with the City Code, especially the Zoning Ordinance and the intent of the specific Zoning District in which the use is located.*

The applicant's property is zoned agricultural with a sand and gravel overlay. The land use of a mining pit is consistent with the intent of this zoning district.

3. *The use would not be materially injurious to existing or planned properties or improvements in the vicinity.*

The proposed addition would not have a detrimental effect on public improvements in the vicinity of the property.

4. *The use does not have an undue adverse impact on existing or planned City facilities and services, including streets, utilities, parks, police and fire, and the reasonable ability of the City to provide such services in an orderly, timely manner.*

The new building does not appear to have any negative effects on City facilities or services.

5. *The use is generally compatible with existing and future uses of surrounding properties, including:*

- i. Aesthetics/exterior appearance*

The proposed building would be constructed with similar materials as other buildings on site. The building is located in a pit and not visible from Rich Valley Boulevard.

- ii. Noise*

The additional building on site would not generate noises that are inconsistent with the Sand and Gravel Zoning District.

- iii. Fencing, landscaping and buffering*

No landscaping is required for the additional building on the property.

6. *The property is appropriate for the use considering: size and shape; topography, vegetation, and other natural and physical features; access, traffic volumes and flows; utilities; parking; setbacks; lot coverage and other zoning requirements; emergency access, fire lanes, hydrants, and other fire and building code requirements.*

Access to the site is not changing. The amount of traffic would not be out of the ordinary for an industrial area. Setbacks exceed code requirements.

7. *The use does not have an undue adverse impact on the public health, safety or welfare.*

This use does not appear to have any negative effects on the public health, safety or welfare.

8. *The use does not have an undue adverse impact on the environment, including, but not limited to, surface water, groundwater and air quality.*

The proposed addition would not generate any surface water or groundwater runoff that would leave the site.

ALTERNATIVES

The Planning Commission has the following actions available on the following requests:

- A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be taken:
- Approval of a **Conditional Use Permit Amendment** to add a 1,600 square foot building to the existing asphalt plant operation (the conditions listed below are carried over from the existing CUP, #3 is the only added condition):
 1. Resolution No. 07-122 and the conditions therein shall become null and void.
 2. All terms and conditions of the approval of the temporary Sand and Gravel Zoning District for the property shall apply to all the operations on the site specifically stated herein, except where said terms and conditions may be modified by the conditions below, then the conditions of this permit shall prevail.
 3. The 1,600 square foot building shall be constructed in substantial conformance with the site plan on file with the Planning Department dated 3/1/11.
 4. Approval of this conditional use permit shall be valid for the duration of the Temporary Sand and Gravel Zoning or until such time that the sand and gravel operation on site shall cease to continue if such time frame is shorter. The sand and gravel operation and the approval granted herein shall terminate concurrently.
 5. Where violations of the conditions of this permit are noted, the City is authorized to immediately terminate all operations on the site and resumption of operation will not be permitted until such violation is rectified.
 6. The processing of the sand and gravel shall include, but not limited to; mining, crushing, screening, washing, sorting and blending into and stockpiling a variety of aggregates, and the recycling and stockpiling of concrete and rock products.
 7. The contractor's yard shall be used in substantial conformance with the plan entitled "Existing Conditions" dated 1/8/07, on file with the Planning Division.
 8. The washing operation shall use only water obtained from storm water ponds and shall not use any ground water from wells.
 9. The location of the asphalt plant shall remain in its existing position and shall not be relocated.
 10. All buildings shall be removed from the site within three (3) months of the closure of the facility.

11. The area on the site plan identified as woods on the west side that is not being excavated shall be preserved and no cutting of trees shall occur as a result of the mining operation. A restrictive covenant shall be placed over this portion of the site to insure its protection.
 12. Storage of equipment and vehicles for Rainbow Painting shall be limited to the building designated “garage” on the approved site plan and the adjacent area located south of the metal building.
 13. All plans submitted by the applicant shall be subject to the review and recommendations made by the City Engineer and Director of Public Works.
 14. Monitoring shall be conducted at the single ground water well on site known as the “Rainbow well” and on the Todd Wicker and Robert Plan property, that consists of arsenic, barium, cadmium, chromium, copper, lead, mercury, nickel, selenium, silver, zinc, DRO, GRO, phenol, pH, electric conductivity and alkalinity. The monitoring shall occur at half the wells one year and the other half the next year. Parameters and protocols shall be as agreed to by Dakota County, the City and Bituminous Roadways.
 15. The owner shall provide the City Engineering Division full access to the property for an annual storm water maintenance, erosion control, and sediment control inspections.
- B. Denial.** If the Planning Commission does not favor the proposed application the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

Based on the information in the preceding report and the conditions listed in Alternative A, staff is recommending approval of the request.

Attachments: Zoning/Location Map
Narrative
Site Plan
Aerial Photo
Picture of building



11201 Rich Valley Boulevard CUP Amendment

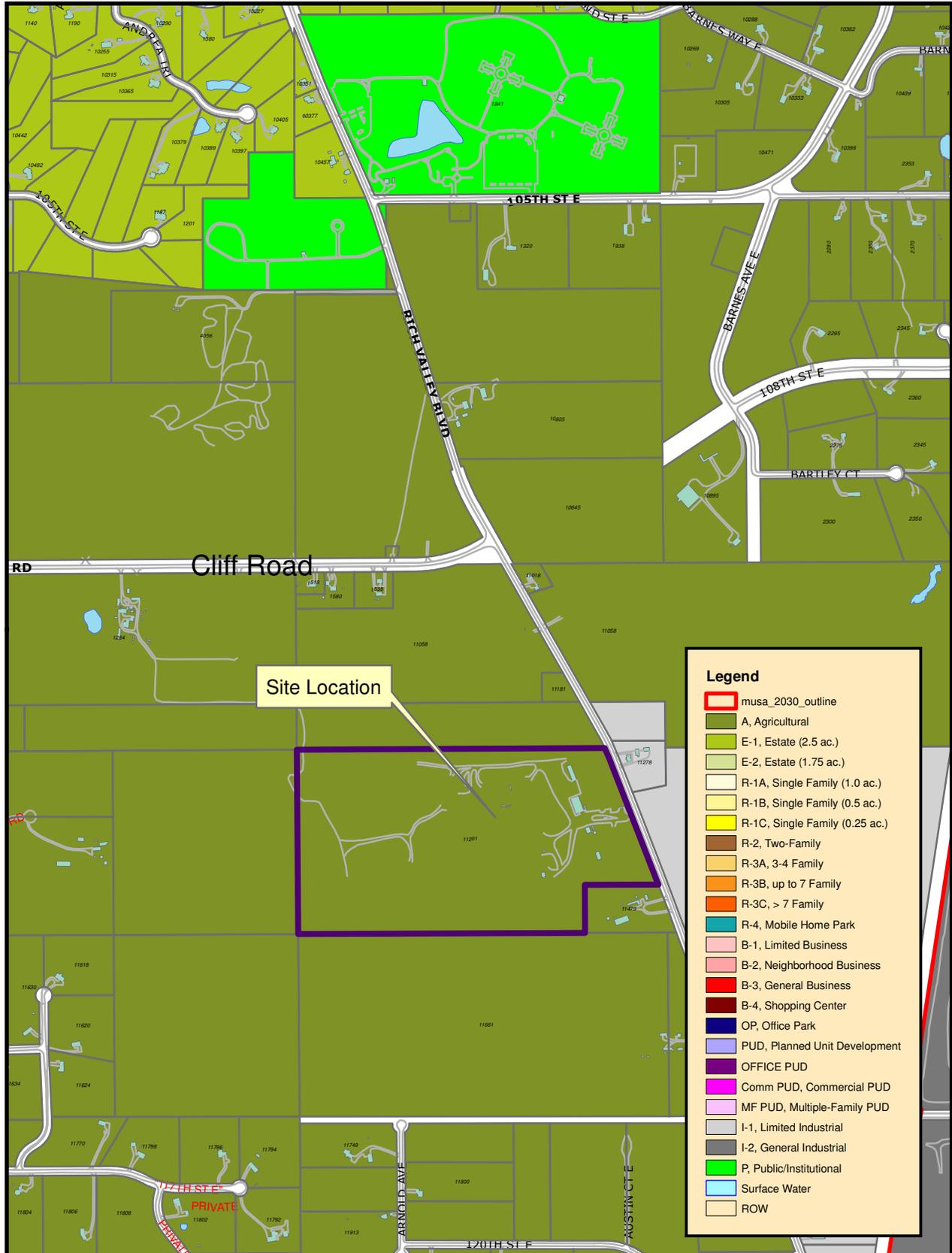


Exhibit A
Zoning and Location Map



BITUMINOUS ROADWAYS, INC.

1520 COMMERCE DRIVE / MENDOTA HEIGHTS, MN 55120 / PHONE (651) 686-7001 / FAX (651) 687-9857

February 21, 2011

Allan Hunting
City of Inver Grove Heights
8150 Barbara Ave.
Inver Grove Heights, MN 55077

Re: Amendment to CUP No. 07-22

Dear Mr. Hunting:

Bituminous Roadways, Inc. currently operates a sand and gravel mining facility located in the southern portion of Inver Grove Heights. This application pertains to an Amendment of the Conditional Use Permit associated with the facility.

The site includes both the original mining operation and asphalt production plant which has been permitted since 1974 and the southern portion of the mining operation which was originally permitted in 2002. During the 2002 permitting process, both facilities were combined into one permit to facilitate the five year permit review and renewal process. The permit is currently scheduled for review in 2012.

The site is operating in accordance with the Conditional Use Permit 07-122. Activities allowed under the permit include mining and processing (crushing, screening, and washing), stockpiling, loading and hauling, reclamation, and operation of an asphalt plant and contractors yard.

The Amendment that is being sought is for the addition of a 40'x40' metal building adjacent to the asphalt plant. The location of this building is shown on the attached site plan. Also attached is a picture of what the building will look like. The purpose of this building is to store polymer pellets that are used in blending with asphalt. A portion of the building will also be used to perform asphalt cement testing. This building's purpose is to serve the existing asphalt plant. It will be removed from the site when the asphalt plant is removed.

I appreciate your consideration.

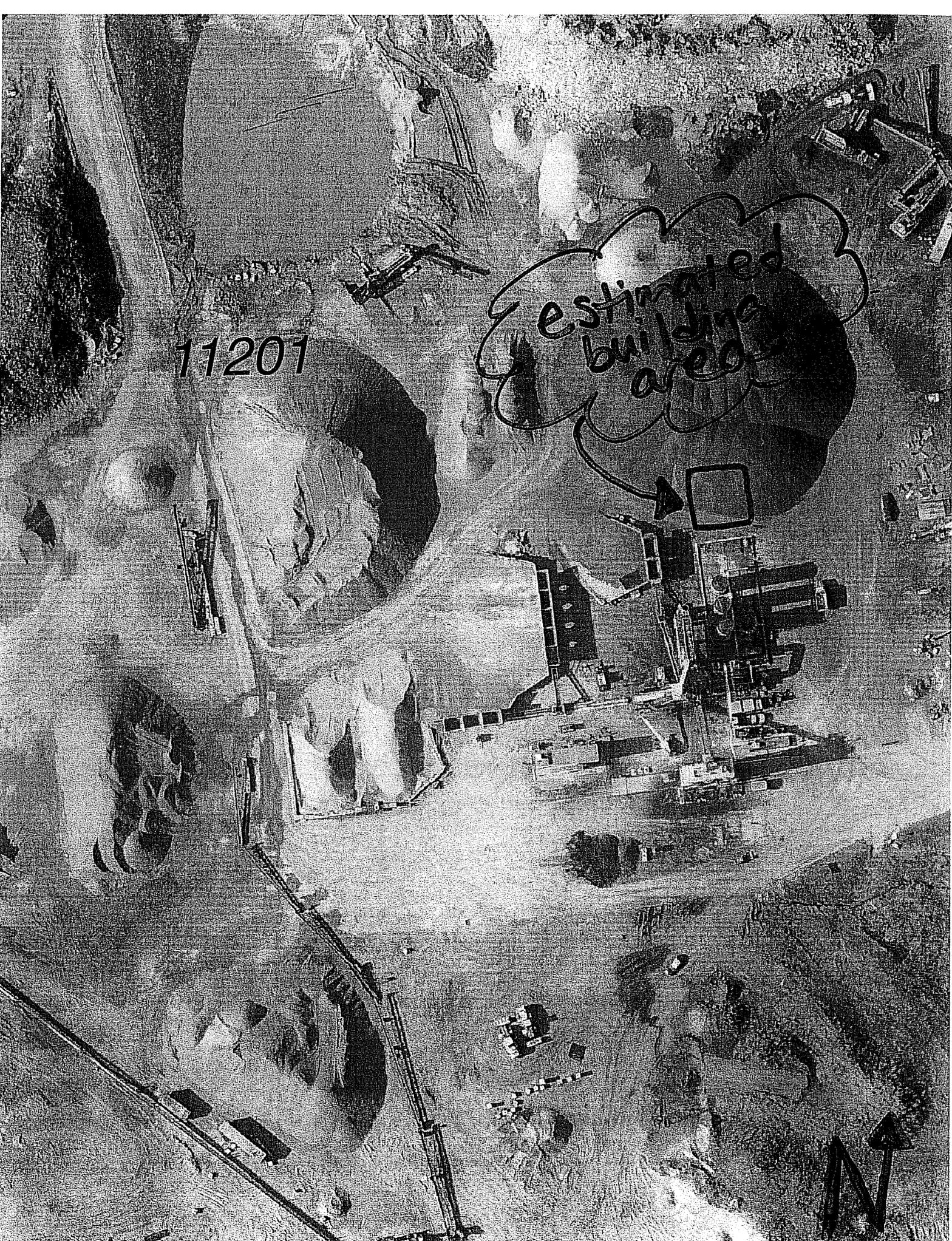
Sincerely,

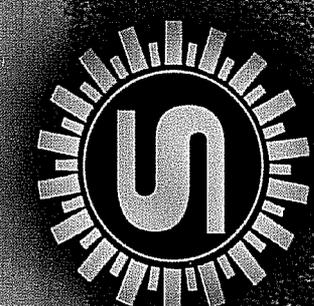
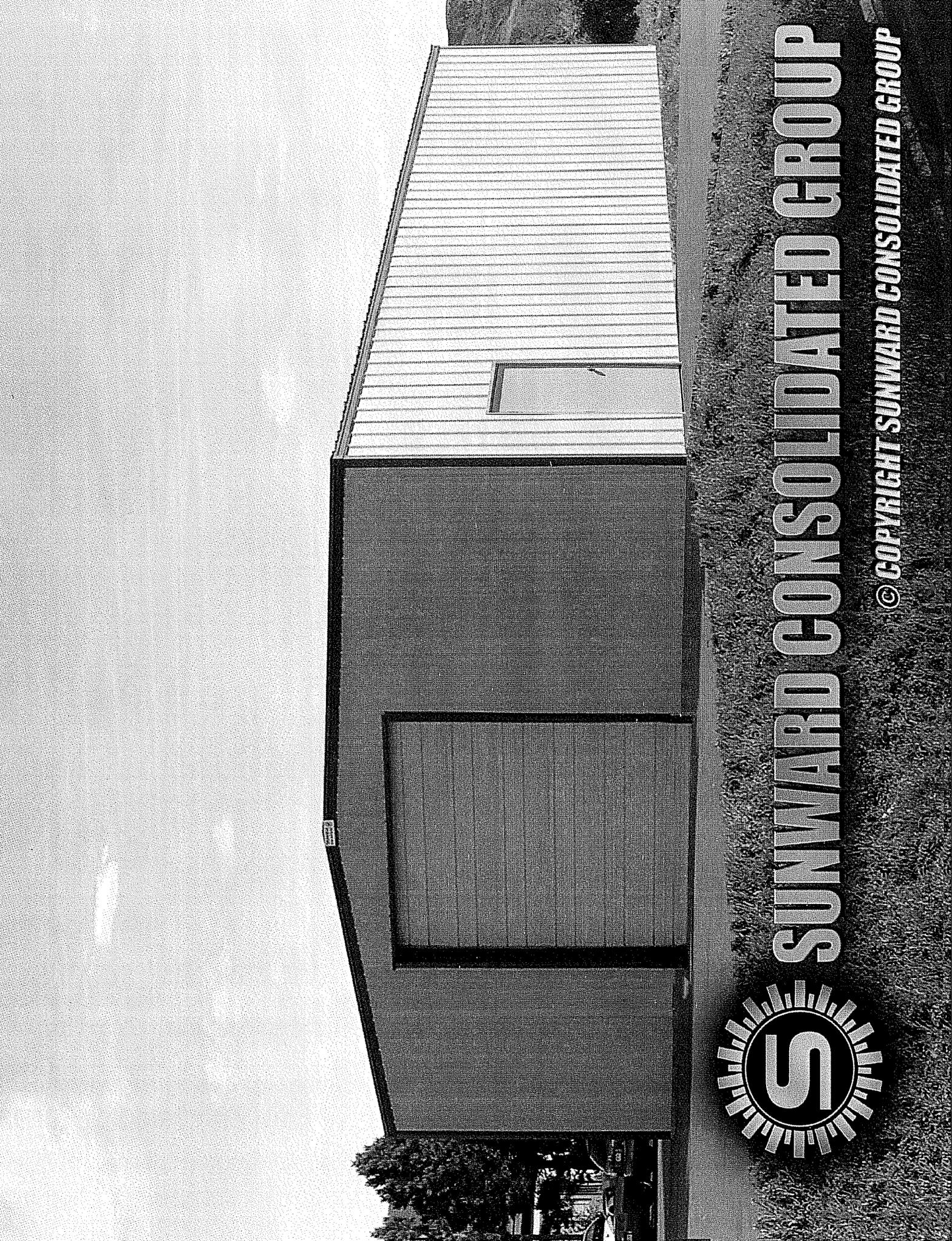
A handwritten signature in black ink, appearing to read 'Kent Peterson', written over a horizontal line.

Kent Peterson
President

11201

Estimated
building
area





SUNWARD CONSOLIDATED GROUP

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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CITY OF INVER GROVE HEIGHTS

Meeting Date: April 25, 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 request:

Consider the First reading of an **Ordinance Amendment** to allow outdoor storage in the P, Institutional Zoning District when associated with local government use.

- Requires 3/5th's vote.

SUMMARY

When the Parks Department began its process of creating a policy for the removal of ash trees infected by the Emerald Ash Borer, the question came up regarding the stockpiling of the cut trees and their storage until they would be chipped and removed. This type of issue has come up in the past with typical city projects where there is a need to store materials and debris such as gravel, black dirt, sand, trees/brushes, water main and sewer pipe commonly used in a public works, utilities and park maintenance operations to provide residents and businesses with safe, functional and effective public infrastructure. In commercial and industrial zoned properties, this type of storage would be considered "outdoor storage" and would need Council approval. The code is silent regarding this type of outdoor storage on public zoned property. Staff felt that the issue should be addressed and clarified with a code amendment that would allow outdoor storage when associated with typical public improvement projects. In general, there appears to be four categories of outdoor storage associated with normal city operations: 1) emergency short term, which would include storm damage storage or from out of the ordinary circumstances, 2) emergency long term, such as the need for storage of the ash trees which could go on for a number of years, 3) on-going material storage, such as storage on the city land along Blaine, and 4) construction project storage, which would occur with public improvement projects.

ANALYSIS

Staff has suggested that the amendment be narrowly written to allow outdoor storage as a permitted use on property zoned Public/Institutional. To further tighten the scope, staff is recommending the outdoor storage be allowed only by local government so that churches and other agencies would not be able to have outdoor storage on their property.

The Planning Commission raised concerns that amending the code would create problems with city possibly storing equipment or vehicles on city owned properties. They also suggested that the ordinance language be modified to limit the use or allow only as part of emergency or short term operations. The Parks or Public Works Departments do not store equipment or vehicles on random city owned properties and this would not change with the code amendment. The intent is to clarify that the storage of materials as listed above is an allowed use. In almost all

cases, any storage of dirt, sand, gravel, pipe from construction projects or tree/brush storage is associated with projects that have been approved by the Council. Staff could establish a protocol or policy by which Council is made aware of the storage needs and any concerns could be addressed at that time.

RECOMMENDATION

Planning Staff: Staff is suggesting a simple code amendment to clarify that outdoor storage is an allowed use on property zoned Public and that it is only for governmental use. Staff recommends approval of the first reading of the ordinance as presented.

Planning Commission: Recommends approval of the ordinance amendment as presented. (5-3).

Attachments: Ordinance Amendment
Planning Commission Recommendation
Planning Report

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE TITLE 10,
CHAPTER 6, SECTION 2 REGARDING ALLOWING OUTDOOR STORAGE IN THE
P, INSTITUTIONAL ZONING DISTRICT**

The City Council of Inver Grove Heights does hereby ordain:

SECTION 1. Amendment. Title 10, Chapter 6, Section 2, of the Inver Grove Heights City Code is hereby amended to add the following to the land use matrix table:

LAND USES IN ALL NONRESIDENTIAL DISTRICTS

Use	Zoning District
	P
Outdoor Storage associated with municipal government use only	P

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 Rheaume, Deputy City Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: April 5, 2011
SUBJECT: **CITY OF INVER GROVE HEIGHTS – CASE NO. 11-05ZA**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for an ordinance amendment to Chapter 10 of the City Code (Zoning Ordinance) allowing outdoor storage in a P, Public Institutional Zoning District when associated with local government use. No notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the Parks Department is addressing the Emerald Ash Borer (EAB) issue and will be starting to remove infested ash trees on City-owned property and within street right-of-ways. The question was raised as to where the City should stockpile the trees before they are chipped. There are no specific regulations in the Zoning Ordinance addressing storage or emergency storage for this type of material. It was determined that the most logical place for storage of the diseased ash trees would be on City-owned property. After discussing this issue, it was determined that verbiage should be put in the ordinance that would allow for outdoor storage when it involves work by the local government on City property. Therefore staff is recommending an ordinance amendment that would allow outdoor storage as a permitted use in the P, Institutional District when it is associated with municipal government use only. Staff recommends approval of the request.

Commissioner Hark asked how long the City would be allowed to keep material on site, stating his only concern would be if items were left on public property for an extended amount of time.

Mr. Hunting replied that staff's intent was not to have a specific timeline for removal of material.

Commissioner Wippermann asked how the City managed the Dutch Elm disease infestation during the 80's and 90's.

Mr. Link stated he was not employed by the City at that time; however, typically most cities stockpiled the trees and then burned them periodically. In the case of EAB, however, the City is intending to grind up the trees to be used as mulch in City parks.

Commissioner Wippermann stated he would like the amendment to pertain only to storage connected with emergency situations; he did not feel comfortable opening it up to any kind of outdoor storage. He suggested they add the word 'emergency' outdoor storage and asked if the EAB issue would qualify under such a definition.

Mr. Link stated there would likely be non-emergency situations when the City would want to store material in a specific area for a specific purpose.

Chair Bartholomew asked if there were regulations for private property owners in regards to cleanup of diseased or storm damaged trees.

Mr. Link advised in the past the City has given private property owners a reasonable amount of time to clean up after an emergency event. He stated this request is unique in that there will be a central location for all public property and as such the quantity would be larger.

Chair Bartholomew questioned whether transporting and using affected trees as mulch complied with DNR regulations.

Commissioner Koch stated she was concerned about the storage being open-ended, and questioned why the trees would not be cut down, transported, and chipped immediately rather than being stockpiled.

Mr. Link stated his understanding is that once the EAB hits the community it will take a number of years for that work to be completed.

Commissioner Koch asked if the ordinance would give the City the authority to store anything as long as it was for municipal use.

Mr. Link replied in the affirmative. He stated the City has had various operations for Public Works throughout the community for many years. Since the current ordinance does not address municipal outdoor storage, the City is trying to clarify what is allowed through the proposed ordinance amendment.

Commissioner Simon recommended that the diseased trees be chipped as soon as possible after being felled to prevent the EAB from entering the stockpiled trees.

Mr. Hunting advised that City Council adopted an EAB management policy in 2010; this policy can be found on the City's website. At this time staff is addressing only the storage area.

Commissioner Hark asked why an ordinance amendment was needed since the current ordinance does not prohibit outdoor municipal storage.

Mr. Link replied that one could argue that if the zoning ordinance does not specifically allow a use then it is prohibited. The City is trying to clarify what is allowed and what is not.

Chair Bartholomew asked if the City had an education program in place, in conjunction with State agencies, for the residents of the City in regards to EAB management.

Mr. Link replied there had been discussion in regards to private property, but he did not recall the outcome.

Opening of Public Hearing

There was no public testimony.

Planning Commission Discussion

Commissioner Koch asked how the EAB infestation would have been handled were this ordinance amendment not requested to be put in place.

Mr. Hunting replied the City would likely have stockpiled the affected trees in a central location and no one would have questioned it.

Planning Commission Recommendation

Motion by Commissioner Gooch, second by Commissioner Hark, to approve the zoning code amendment to allow outdoor storage in a P, Public Institutional Zoning District when associated with local government use.

Commissioner Wippermann stated he would be voting no since the amendment permitted any type of outdoor storage on any City property. He stated he would support the ordinance if it pertained only to ash tree removal and emergency storage as a result of storm damage, etc.

Commissioner Simon and Commissioner Koch stated they would be voting no for the same reasons as Commissioner Wippermann.

Motion carried (5/3 – Koch, Simon, Wippermann). This item goes to the City Council on April 25, 2011.

Mr. Hunting stated he would work with the Park and Recreation Director and Public Works Director to see if they could address some of the Commission's concerns.

Chair Bartholomew adjourned the meeting at 7:29 p.m.

P L A N N I N G R E P O R T
CITY OF INVER GROVE HEIGHTS

REPORT DATE: March 28, 2011

CASE NO: 11-05ZA

APPLICANT: City of Inver Grove Heights

PROPERTY OWNER: N/A

REQUEST: Zoning Ordinance Amendment relating to Open Storage in the "P" District

HEARING DATE: April 5, 2011

LOCATION: N/A

COMPREHENSIVE PLAN: N/A

ZONING: N/A

REVIEWING DIVISIONS: Planning

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

In 2010, the Parks Department began addressing the issue of Emerald Ash Borer and what impacts it will have on the City. The Parks Department presented information to the Council indicating that over a number of years, the City will be need to remove ash trees that become infested with the emerald ash borer larvae on city owned property and within street right-of-ways. As the trees are cut, they will need to be stockpiled before they are chipped. The City needs to explore finding suitable emergency marshalling yards - suitable for on-site tub grinding of EBA confirmed trees that need to be removed. The need for emergency storage areas has come up before with any summer wind storms that impact large areas of the city where there are significant downed trees and broken branches that need to be cleaned up and stored until they can be chipped. During the periods of extensive Dutch Elm Disease in the 80's and 90's, this same issue of needed stockpiling areas has come up.

There are no specific regulations in the Zoning Ordinance on addressing storage or emergency storage for this type of material. After consulting with the Parks Director, it was determined that the most logical places for the storage of the diseased ash trees would be on city owned property. In all most all cases, city owned property is zoned P, Institutional. After discussing this issues with other city staff members, it was determined that the code should be amended to take care of this void of regulations and put something in the ordinance that would allow for outdoor storage when it involves work by the local government on city property. An amendment to the Zoning Code is therefore being recommended by the Planning Division.

EVALUATION OF THE REQUEST

Staff is recommending an ordinance amendment that would allow outdoor storage as a permitted use in the P, Institutional District when it is associated with municipal government use only. Allowing only for municipal government use would preclude other uses such as churches or school districts or other government agencies from using land they own that is zoned P, Institutional for outdoor storage. While the need for the amendment arose with the discussions of emerald ash borer, allowing the general outdoor storage language would allow other storage as the need or a specific issue came up.

ALTERNATIVES

The Planning Commission has the following actions available on the following requests:

- A. **Approval.** Recommend Approval of the Ordinance Amendment as presented or with recommended changes:
- B. **Denial.** Recommend denial of the Ordinance Amendment as presented.

RECOMMENDATION

Recommends approval of the ordinance amendment to allow outdoor storage in the P, Institutional District.

Attachments: Ordinance Amendment

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

First Reading of an Ordinance Amendment Updating Rules Pertaining to Parks and Recreation

Meeting Date: April 25, 2011
 Item Type: Regular Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Mark Borgwardt
 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

Recommend the attached ordinance amendments as they relate to Parks and Recreation. Specifically we are recommending the Council amend Inver Grove Heights City Code Title 7, Chapter 5 regarding parks; Title 4, Chapter 1A, Article 16 regarding restrictions on the sale, possession, and consumption of alcohol in parks; and Title 5 Chapter 4 Article 10 regarding the riding of horses in city parks.

SUMMARY

The current City Ordinances pertaining to Park and Recreation is spread all over the code and isn't found in one central location. In an effort to centralize the park and recreation ordinance and update the language staff is recommending the attached updated ordinance. The highlights include:

Hours of Operation	Hours of operation of our trails and public parks will be 6:00am – 10:00pm
Parking in parks	All vehicles must be in a parking lot
Vandalism	Can't destroy or deface park property
Posting of Flyers	Can't distribute flyers or post notices in a park
Hunting	No hunting in a public park
Swimming	No swimming in any body of water adjacent to or within a park
Boating	No motorize boat launching from any public park
Weapons	No weapons can be possessed in a public park
Golfing	No golfing in parks except the golf course
Feeding of animals	No feeding of wild animals in a public park
Animal leash	All animals must be on a 6' and are not allowed in high activity areas
Camping	No camping in a public park
Alcoholic Beverage	No alcohol in the park except at South Valley picnic shelter, at Inver Wood Golf Course, and Rich Valley Park.
Motorized mobility devices	Are allowed to assist persons with a physical disability

The item was reviewed by the Park and Recreation Commission at their April 2011 meeting and they are recommending approval.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE TITLE 7,
CHAPTER 5 REGARDING PARKS; TITLE 4, CHAPTER 1A, ARTICLE 16
REGARDING RESTRICTIONS ON THE SALE, POSSESSION, AND CONSUMPTION
OF ALCOHOL IN PARKS; AND TITLE 5, CHAPTER 4, ARTICLE 10 REGARDING
THE RIDING OF HORSES IN CITY PARKS

The City Council of Inver Grove Heights does hereby ordain:

Section 1. Amendment. Title 7, Chapter 5 of the Inver Grove Heights City Code is hereby amended as follows:

7-5-1: CONDUCT IN PARKS AND RECREATION AREAS:

A. Purpose and applicability: The rules in this chapter are enacted to ensure the quiet, orderly, and responsible use and enjoyment of the city's public park facilities. The rules apply in all city parks and recreation areas, unless expressly exempted.

B. Definitions: For the purpose of this sectionchapter, the terms, wherever used in this sectionchapter, shall mean and be interpreted as follows:

HE/HIS: Shall include masculine or feminine.

PARK — LANDSPARK/PARK FACILITY/RECREATION AREA: A park, reservationconservation area, playground, beach, recreation center, trail, or any other area in the city; owned, leased, operated or used, wholly or in part, by the city, and devoted to as a park or for active or passive active-or-passive-recreation-recreational purposes, or which is designated by the city council as a park. (1974 Code § 2010.01; amd. 2008 Code)

CITY ADMINISTRATOR: The Inver Grove Heights City Administrator or his or her designee(s).

ANIMAL: Any cat, dog, mink, ferret, fowl, reptile, bird, or other similar wild or domestic animal.

CB. Hours Of Operation:

1. Parks and public trails will be open for public use between at eight o'clock (8:00 a.m.) A.M. and close at ten o'clock (10:00 p.m.) P.M. No person, except employees in the

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performance of their duties or law enforcement officers, shall be on such property between the hours of ten o'clock (10:00) P.M. 10:00 p.m. and 6:00 a.m. eight o'clock (8:00) A.M. except as otherwise permitted in this chapter or pursuant to a permit granted by the city.

2. Any park or any section of any park may be declared closed to the public by the city administrator or his authorized delegate at any time and for any interval of time, either temporarily or at regular and stated intervals (daily or otherwise), and either entirely or merely for certain uses, as he sees that if there exists or it is anticipated that there will exist conditions which prevent safe and practical use of the areas. When closed in accordance herewith, any citizen person shall have the right to appeal such decision to the city council at its next regular meeting.

3. Lighted tennis courts will remain open according to the hours set on the automatic timers. (1974 Code § 2010.03) 3. Individuals participating in or observing games at lighted athletic fields must exit the field and park by no later than 10:30 p.m.

DC. Prohibited Activities: No person shall do any of the following in a park:

1. Distribute or display within any park or place on vehicles parked within a park, any circulars, cards, or announcements, printed or not, for events other than those sponsored by or within the participation or endorsement of the city when the intention of such activity is to promote a commercial enterprise; or

2. Place or keep Leave unattended in any park, any goods, wares, merchandise, items, recreational apparatuses such as soccer goals, portable basketball hoops, or other articles which interfere with the free use and enjoyment of the park by the public; or

3. Sell or offer for sale any article in any park Sell, solicit, or carry on any business or commercial enterprise or service unless explicitly authorized to do so by a permit issued by the city; provided that refreshments or other articles may be sold by the city or by persons authorized by the city to do so; or

4. Cut, break, scratch, mark, or in any way injure or deface or remove any building, fence, post, pump, lamp, flagpole, construction work improvement, facility or any other feature or property in any park Destroy, deface, damage, or remove any land, building, or personal property of the city, including but not limited to trees, vegetation, ruins, relics, and geological formations; or

5. Post, paste, fasten, paint or affix any placard, bill, notice or sign upon any structure, tree, stone, fence, thing or enclosure, other than on a designated billboard, in any park without the written permission of the city administrator; or

6. Plant, cut, burn, damage, disturb, or remove any soil, flower, plant, tree, or other vegetation from a park, with the exception of items grown in a person's individual community garden plot and removed by the lessee of the garden plot or his or her

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~~designee Pick or cut any wildflower or cultivated flower, or cut, break or in any way injure or deface any tree, shrub or plant in any park; or~~

~~7. Carry within or out of any park any wildflower, tree, shrub, plant, or any newly plucked branch or portion thereof, or any soil or material belonging in or pertaining to such park; or~~

~~8. Kill, injure, molest, pursue, trap, or capture, or remove any wild creature animal except when necessary to protect the immediate safety of a person or domestic animal, or or destroy or damage its habitat in any park or remove any such wild creature or portions of its habitat from any park. This prohibition does not apply to a law enforcement officer or other persons authorized by the city administrator who are performing official duties; or~~

~~89. Launch or remove motorboats or other mechanically propelled boats from or across city park property. Place onto or remove from any waters abutting cit. This section shall not apply to y park property, motor boats or other mechanically propelled boats across said park property except those boats being used in an emergency recovery, for emergency training purposes, or for maintenance of said waters abutting city park property; or~~

~~109. Bathe in Swim in or enter into the waters of any city park or waters adjacent to any city park from said park property except at the place and during the hours shown by signs placed at the spot by order of the city administrator; or~~

~~110. Throw, deposit, place, or leave in any public park or waters thereon any paper, garbage, rubbish, waste, cans, substance, bottles, grass blades, snow, or refuse of any kind, whether or not the same is offensive to the senses or injurious to health, except in receptacles provided for the collection of waste or with written permission from the city administrator. A person must not discard large items or items unrelated to the use of the park facilities into dumpsters or other garbage containers located in a park. (1974 Code § 2010.05)~~

~~11. Ride a horse or pony except in areas designated and posted for the riding of such animals. The city administrator shall designate and cause the proper posting of those areas in parks where horses and ponies may be ridden. Horses must be maintained under control at all times, and shall not be ridden in a manner that endangers the safety or property of any person.~~

~~12. Unlawfully interfere with, obstruct, or tend to obstruct or render dangerous for passage any area without first obtaining permission from the city administrator.~~

~~13. Shoot or discharge any weapon, including a pistol or bow and arrow, or fireworks, explosives, model rockets, or similar items in a park, or possess any weapon, fireworks, or explosive within a park unless authorized to do so by the city administrator, as part of a city-authorized program, by city ordinances, or by state statutes.~~

~~14. Possess or bring into a park any pistol, revolver, rifle, shotgun, BB gun, air gun, spring gun, slingshot, bow or other similar weapons except as part of a city-authorized program or as otherwise allowed by state or federal law.~~

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15. Use a golf club to hit, chip, putt, drive, or otherwise propel a golf ball or other object, except in designated golfing areas located at the Inver Wood Golf Course or as a part of a city-authorized program.

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16. Engage in sexual conduct, including sexual intercourse or masturbation.

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17. Possess any glass bottles or other glass objects.

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18. Use a park shelter at a time when it has been reserved by another.

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19. Use or possess any illegal drugs.

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20. Feed wild animals or birds except pursuant to a city-authorized program.

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21. Erect, use, or allow to be used any inflatable structure, including bounce houses and similar structures, without first obtaining a permit from the city.

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22. Fail to obey all posted rules and park regulations.

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23. Operate a radio, musical instrument, stereo, or other device used for the conveyance of sound in a manner that causes the sound from such device to be plainly audible from a distance of fifty feet. This provision shall not apply to scheduled musical performances authorized by the city occurring in park facilities.

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24. Engage in any violent, loud, or other disorderly conduct creating or tending to create a breach of the peace.

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25. Enter a posted restricted area.

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26. Release any insect, fish, or other wildlife, or introduce within a park any plant, chemical, or other agent potentially harmful to vegetation, with the exception of chemicals permitted by the community garden policies to be used in community garden plots, which may be used by a lessee in his or her rented garden plot.

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ED. Fires: No person shall start or maintain any fire in a public park, except recreational fires in fire rings, stoves, or fireplaces provided for such purpose, or in portable metal grills, or leave any fire made or used by him or her unextinguished when he or she leaves the park. Portable grills must be placed on a concrete surface. Ashes or coals from any fire must be thoroughly wet before being disposed of in a trash container. (1974 Code § 2010.07)

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~~EF. Animals: No person shall bring any animal or fowl onto any park or public waters into any park unless properly restrained it is on a leash no more than six feet long or a flexi lead or similar retractable leash, and no animal or fowl shall be allowed within a high activity area or tot play area in any park. All animals are prohibited in the following areas: within a designated high activity area or playground area, on all athletic fields, including within all fenced-in athletic areas, park buildings, the Lions Park fishing area, the South Valley picnic area, and the fishing pier at Simley Island. Animals may not be brought into any other areas designated as areas where animals are not allowed within a park. No animal may be off-leash in any park except in a designated off-leash animal area. Persons in control of animals within a park must promptly remove and dispose of the animal's waste. The prohibitions in this subsection shall not apply to service animals or to animals or fowl kept by the city or, under its the city's direction, or otherwise with its permission permitted by the city administrator. (1974 Code § 2010.09)~~

~~G. Trails and Sidewalks: On a recreational trail or a sidewalk, a person must:~~

- ~~1. Provide sufficient room for other trail users traveling in the opposite direction;~~
- ~~2. Use caution when passing another user traveling in the same direction;~~
- ~~3. Stay on the improved portion of the trail;~~
- ~~4. When riding a bicycle, yield the right of way to pedestrians and comply with state laws governing the use of bicycles on public roadways; and~~
- ~~5. Obey all official signs and traffic control markings and signals;~~

~~HF. Camping: No person shall be permitted to camp overnight in any park, nor shall anyone be permitted to park a camper or camp trailer in a park parking lot except during the hours of operation specified in subsection subpart CB of this section chapter. Overnight camping shall be permitted according to these basic requirements:~~

- ~~1. Overnight camping shall be restricted to areas designated by the city administrator.~~
- ~~2. Overnight camping shall be allowed only through written permission, and the permit shall be signed by an adult who shall camp overnight with the group and shall be personally responsible for cleaning of the campsite. (1974 Code § 2010.11)~~

~~I. Permits: Applications for permits for activities requiring a permit under this chapter must be submitted to the city in accordance with the procedures prescribed by the city administrator. The city administrator may deny a permit application if it is incomplete, not accompanied by a required fee or proof of insurance, or when the proposed activity may adversely affect the public health, safety, or welfare, or the condition of the park facility. The city administrator may add conditions to any permit to mitigate potential adverse effects or to ensure the quiet and orderly use and enjoyment of the park facility. Any person aggrieved by an action of the~~

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city administrator under this section may appeal the action to the city council by submitting a request in writing to the city administrator within ten (10) days after notice of the action.

J. Activity Fees: Where the city charges a fee for an activity or an event occurring within a city park, no person shall participate in that activity or event without first paying the fee for the activity or event; provided, however, the city council by resolution may waive or modify the fee.

K. Large Group Gatherings: No large group gathering may be held at a park without first obtaining a permit from the city for the gathering. Large group gatherings are defined as uses or activities which during the course of their operation are likely to attract twenty (20) or more people.

GL. Alcoholic Beverages: No person shall sell, consume, possess, mix or prepare any alcoholic beverages in any city park, including in any parking areas, subject to the following exceptions: (Ord. 937, 8-31-1998).

1. If a license is obtained, 3.2 percent malt liquor may be sold at Inver Wood Golf Course and may be consumed at Inver Wood Golf Course if purchased from Inver Wood Golf Course, but sale and consumption shall only occur in the areas specifically prescribed in the license. (1974 Code § 2010.17; amd. 2008 Code).
2. Persons of lawful age may possess and consume 3.2 percent malt liquor in South Valley park but only in or within one hundred fifty feet (150') of the group picnic shelter located in the park, and only in conjunction with an event for which the sponsor has obtained a permit from the city to use the group picnic shelter, and only if the person possessing or consuming the 3.2 percent malt liquor is an invited guest of the event sponsor.
3. Persons of lawful age may possess and consume 3.2 percent malt liquor in Rich Valley park; subject to such rules and regulations as the city council, by future resolution, may from time to time impose. If such resolution is adopted that sets forth rules and regulations, then the resolution shall be posted at the park entrance. (Ord. 937, 8-31-1998).

M

H. Rules, Regulations And Policies:

1. ~~Rules and regulations~~ Rules, regulations, and policies applicable to one or more city parks may be adopted from time to time by the city council governing the use and enjoyment of the parks. The rules and regulations shall be listed in the City Code, be prominently posted or publicly announced in the places where they are intended to apply, be listed on the city's website, or be made available for review at City Hall. Any person who violates a rule or regulation so posted may be excluded from the use of the park and may, in addition, be prosecuted for a misdemeanor.
2. Policies may also be adopted by the city council setting forth various procedural aspects governing the use of various parks or park facilities.

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32. Emergency rules or regulations may be implemented by the city administrator in unique, unusual or hazardous situations on a temporary basis when deemed necessary in the public interest, and shall become effective upon posting in the affected area. They-Such rules or regulations shall remain in effect for a period not to exceed thirty (30) days. (1974 Code § 2010.15)

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FN. Prohibited Conduct; Penalty: It is unlawful for any person to engage in an act or in any behavior prohibited by this sectionChapter. Violation of any provision of this sectionChapter is a misdemeanor and may be punished as provided in title 1, chapter 4 of this code. Individuals who fail to comply with the rules and regulations in this Chapter may be excluded from the use of the park where the violation occurred.(1974 Code § 2000.01)

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7-5-2: VEHICLES IN PARKS:

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A. Definition Of Motorized Vehicle: For purposes of this section, the term "motorized vehicle" shall mean any device used to transport persons or property whose movement normally occurs through power supplied by an engine or motor. The term "motorized vehicle," as used in this section, shall include, but not be limited to, the terms vehicle, motor vehicle, motorcycle, motorized bicycle, truck tractor, bus and snowmobile as those terms are defined by Minnesota statutes chapter 169 and Minnesota statutes section 84.81. The term "motorized vehicle," as used in this section, shall also include minibikes, go-carts, scooters, motorized chairs, Segways or other two-wheeled self-balancing electric vehicles, and all-terrain vehicles. (1974 Code § 1330.01)

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B. Use Restrictions Generally: Except as otherwise stated in this section, it shall be unlawful for any person in a city park to operate any motorized vehicle or to permit another to operate a motorized vehicle in a park except in the designated parking areas, roadways or travel areas.

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C. Speed: Motorized vehicles must be operated at a speed of 15 mph or less unless otherwise posted.

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DC. Parking: Motorized vehicles may only be parked within designated parking stalls in parking lots. It shall be unlawful for any motorized vehicle to be parked in the designated parking areas within the city parks later than one-half (1/2) hour after or before the hours of operation of the city parks as provided in subsection 7-5-1B of this chapter in a park at any time the park is not open for public use.

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~~DE. Certain Vehicles Prohibited: Motorcycles, minibikes and all-terrain vehicles are prohibited on in all city parks, land until a more suitable location away from the highly populated areas is located and technological improvements concerning noise pollution can be solved.~~

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~~EF. Snowmobiles: Subject to subsection C of this section and subject to section 7-5-1 of this chapter, snowmobiles are prohibited on all city trails and are permitted to be operated only in those city parks and only in those designated travel areas authorized by title 6, chapter 5 of this code.~~

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~~G. Vehicle Repair. No person shall park a vehicle in a park, and the owner of a vehicle shall not allow the vehicle to be parked in a park, for any of the purposes listed in Section 6-3-10-A.~~

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~~HF. Exceptions: This section shall not apply to:~~

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- ~~1. Police, fire, and emergency type vehicles.~~
- ~~2. Maintenance vehicles used to perform work under city control or direction.~~
- ~~3. Electric wheelchairs or other power-driven mobility devices operated by and used to assist persons with a mobility disability.~~
- ~~34. Other vehicles expressly and specifically authorized to be operated in city parks by this code, the city administrator, or the chief of police. (1974 Code § 1330.03)~~

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7-5-3: BOATS AND RECREATIONAL VEHICLES ON HORNBEAM LAKE:

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~~A. Definitions: The following words and terms, when used in this section, shall have the following meanings unless the context clearly indicates otherwise:~~

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~~MOTORBOAT: Any watercraft propelled in any manner by machinery, including watercraft temporarily equipped with detachable motors, as defined by Minnesota statutes section 86B.005, subdivision 9, as may be amended.~~

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~~RECREATIONAL MOTOR VEHICLE: Any self-propelled vehicle used for recreational purposes and any vehicle propelled or drawn by a self-propelled vehicle used for recreational purposes, including, but not limited to, a trail bike or other all-terrain vehicle, hovercraft, snowmobile, or other vehicle licensed for highway operation which is being used for off road recreational purposes.~~

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B. Prohibited; Exceptions: The use of motorboats and/or recreational motor vehicles on Hornbeam Lake in the city is prohibited at all times of the year. All authorized governmental resource management, emergency and enforcement personnel, when acting in the performance of their assigned duties, shall be exempt from this subsection.

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C. Enforcement: The provisions of this section shall be enforced by city authorized peace officers and officers of the county sheriff's office.

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D. Misdemeanor Violation: Violation of any provision of this section shall be a misdemeanor as defined by Minnesota statutes. (Ord. 936, 8-10-1998)

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Section 2. Amendment. Title 4, Chapter 1A, Article 16, subpart B, provision 5 of the Inver Grove Heights City Code is hereby amended as follows:

5. Persons of lawful age may possess and consumer 3.2 percent malt liquor in Rich Valley park subject to such rules and regulations as the city council, by future resolution, may from time to time impose. ~~If such resolution is adopted that sets forth rules and regulations, then the resolution shall be posted at the park entrance.~~

Section 3. Amendment. Title 5, Chapter 4, Article 10, subpart A of the Inver Grove Heights City Code is hereby amended as follows:

A. Horses In City Parks: No person shall ride a horse or pony in any city park except as permitted in Title 7, Chapter 5 of this code. ~~in areas duly designated for the riding of such animals. The city parks director shall designate and properly post those areas in city parks where horses and ponies may be ridden.~~

Section 4. Effective Date. This ordinance shall be in force and effect upon its adoption and publication according to law.

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Passed this _____ day of _____, 2011.

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy City 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. 2011-09F – 65th Street East from Concord Boulevard to 200’ West

Meeting Date: April 25, 2011
 Item Type: Regular
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

ST

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. 2011-09F – 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. 2011-09F – 65th Street from Concord Boulevard to 200’ west. The public hearing is scheduled for May 23, 2011.

TJK/kf

Attachments: Resolution
 Feasibility Report

**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. 2011-09F – 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>
2011-09F	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 April 25, 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, May 23, 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 25th day of April 2011.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

FEASIBILITY REPORT

2011 PAVEMENT MANAGEMENT PROGRAM INVER GROVE HEIGHTS, MINNESOTA

PROJECT NO. 2011-09F 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.....	April 25, 2011
Public Improvement Hearing and Council Orders Public Improvement Project, Approves Plans and Specifications and Authorizes Advertisement for Bids	May 23, 2011
First Advertisement for Bids.....	May 29, 2011
Bid Opening.....	June 21, 2011
Council Considers Contract Award.....	June 27, 2011
Final Completion Date	September 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

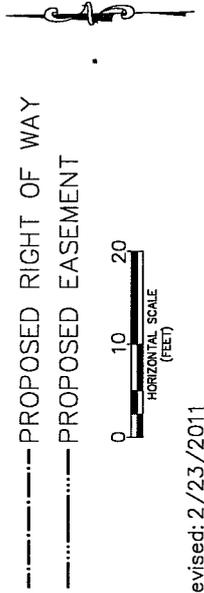
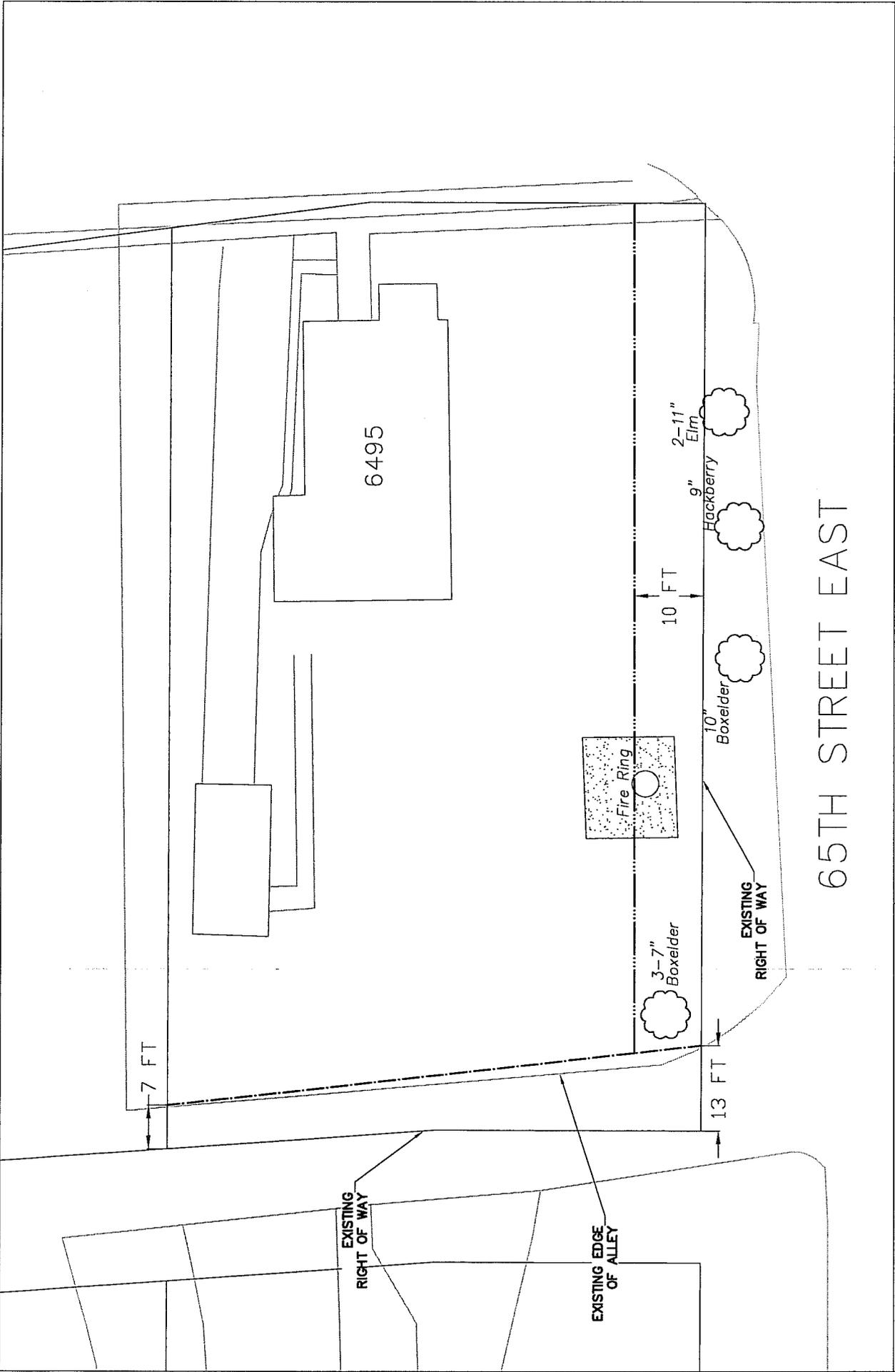
FINANCING (CONT.):

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.



Revised: 2/23/2011

EXHIBIT C
 PROPOSED RIGHT OF WAY
 AND EASEMENT ACQUISITION
 AREAS ON 6495 65TH STREET

City of
Inver Grove Heights
 8150 Barbara Avenue
 Inver Grove Heights, MN 55077
 (651) 450-2570 Fax (651) 450-2502

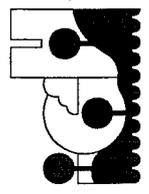


EXHIBIT D

PRELIMINARY ASSESSMENT ROLL

CITY PROJECT NO. 2011-09F

65TH STREET EAST FROM CONCORD BOULEVARD TO 200 FEET WEST IMPROVEMENTS

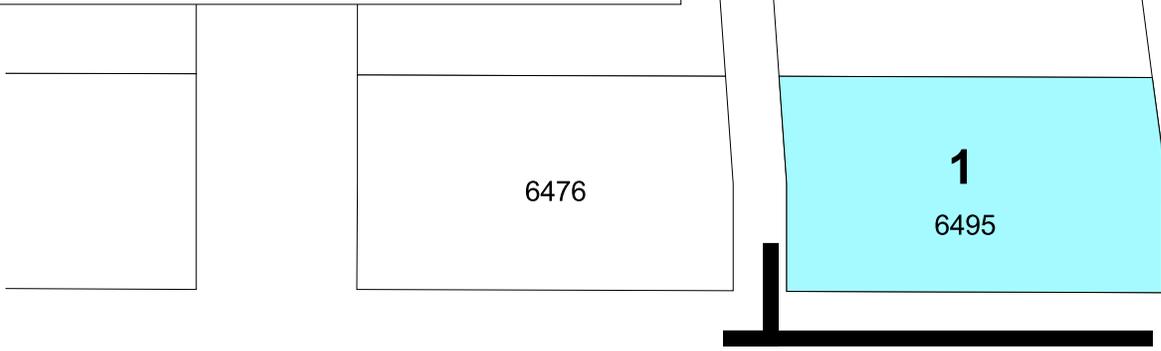
MAP NO.	TAX PIN	PROPERTY OWNER	ASSESSMENT	PROPERTY ZONING	PROPOSED ASSESSMENT
1	203650013023	PHILLIP A. & JILLYNE FRAZIER	NO	SFR	\$0.00
2	203655001010	CITY OF INVER GROVE HEIGHTS	YES	CITY	\$7,478.13
3	203655003001	CITY OF INVER GROVE HEIGHTS	YES	CITY	\$7,478.13
4	203655005001	CITY OF INVER GROVE HEIGHTS	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.

EXHIBIT E

**CITY PROJECT NO. 2011-09F
65TH STREET EAST**

PRELIMINARY ASSESSMENT MAP



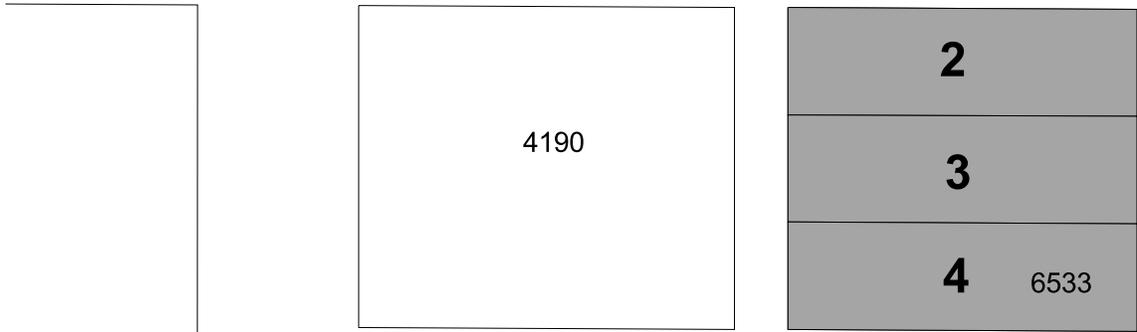
6476

1

6495

65th Street

Concord Blvd



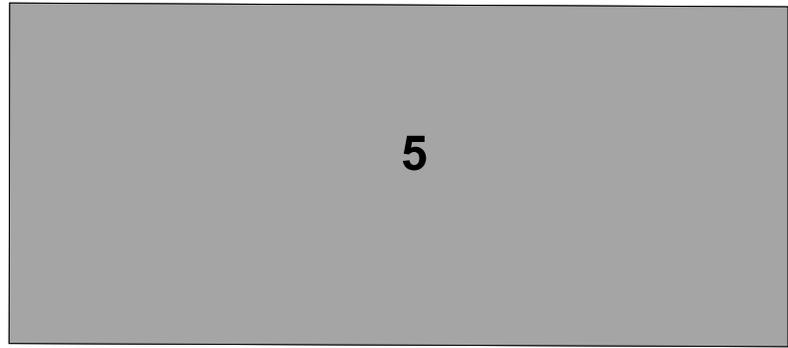
4190

2

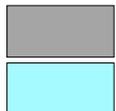
3

4

6533



5



Commercial Property

Single-Family Property

Total Constructed Centerline: 150 ft

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

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

Meeting Date: April 25, 2011
 Item Type: Regular
 Contact: JTeppen, Asst City Admin *JS*
 Prepared by:
 Reviewed by:

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

PURPOSE/ACTION REQUESTED Consider the attached Change Order No. 22 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.

PR 105R Modify curtainwall at old Police entry. Modifications to curtainwall and existing door required by existing framing condition where old vestibule was removed. \$1,467

PR 141 Manifold under Service Counter. Field condition: Adjustments to service counter to accommodate revised hydronic heating manifold location. Required due to existing column and footing conditions. \$188

PR 144 Infill at clerestory blank-off. Additional finishes required at clerestory area that was concealed prior to demolition. \$1,350

PR 149 Cap abandoned exhaust ducts. Cap existing ductwork where disconnected from Lower Level mechanical system. Required in order to balance new mechanical systems. \$771

PR 150 Floor paint in PD archive 1187. Add painted finish to floor. Most economical way to address slab and topping conditions that were exposed after removal of room contents and demolition. \$505

PR 151 Delete ceiling at Storage 2215. Obtain credit for ceiling in storage room. Ceiling is not required in this location. \$486 credit

PR 153 Add carpet in the Council Chambers. Extension of carpet to cover slight irregular slab condition. \$1,396

PR 154 Vapor retarder at north clerestory window. Extension of vapor retarder required for continuity with adjoining construction. \$612 and 4 days

PR 156 Street lighting reconstruction. Owner requested addition to project scope: reconnection and new ballasts for existing street lighting at Barbara Avenue. \$4,080

PR 157 Data conduit. Core drilling and additional conduit required due to data cable route at Lower Level being blocked by existing construction that was concealed. \$971

PR 158 Ceiling at Stair C. Field condition: lower ceiling at Stair C to provide finished surface. Existing brick does not extend to new ceiling height as indicated on original drawings. \$2,527

PR 159 Exhaust duct route. Modifications related to duct chase for existing lower level toilet room exhaust. \$331

PR 161 Soffit at Conference 2181. Existing beam which was concealed is lower than anticipated. Provide soffit at Conference 2181 to conceal duct as it passes under the beam. \$1,341

PR 167 Provide gypsum board in Public Works storage. Unforeseen site condition. Wall cabinets were removed from the old break room kitchen and no gypsum board was behind them. Need to provide gypsum board for a finished wall in the Public Works storage room. \$821

PR 168 Council Chambers and CCTV core drilling and additional speaker rough-in. At the Council Chambers and CCTV room, core drilling of the floor to accommodate final AV cable routing. Also included conduit and boxes to accommodate additional speaker recommended by the AV consultant based on final AV system design. Design wasn't final earlier due to ongoing changes in technology and the desire to get a better system by bidding later. \$3,298

PR 171 Replace Gypsum board in 1172 east wall. Recycle room 1172 was damaged during the City's move out. Gypsum board surface needs replacement. \$1,099

GCPR 48 Add fire damper over Conference 2209. Additional fire damper required at return air path penetrating a fire barrier occupancy separation. Required due to rerouting of return air path to resolve a conflict with adjacent construction. \$956

The Contract amount is reflected to increase a total of \$21,227.00 for a revised contract total of \$12,019,419.10.

Change Orders are financed from the project contingency which started at \$613,601 and is now at \$69,371.90 with the above change/amount.

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 Two (22)
		DATE:	April 25, 2010
TO CONTRACTOR:	Shaw-Lundquist Associates 2757 West Service Road St. Paul, MN 55121	ARCHITECT'S PROJECT #:	1643.01
		CONTRACT DATE:	May 19, 2009
		CONTRACT FOR:	Addition & Remodel

The contract is changed as follows:

Description	Cost	Days
1. PR 105R Modify curtain wall at old police entry	\$1,467	0
2. PR 111 Correction to contract extension for previously approved modifications to polished concrete	\$0	3
3. PR 141 Modify service counter at manifold	\$188	0
4. PR 144 Infill at clerestory blank off	\$1,350	0
5. PR 149 Cap abandoned exhaust ducts	\$771	0
6. PR 150 Floor paint in Police Archive 1187	\$505	0
7. PR 151 Delete ceiling at Storage 2215	<\$486>	0
8. PR 153 Add carpet in city council chambers	\$1,396	0
9. PR 154 Vapor retarder at north clerestory window	\$612	4
10. PR 156 Street lighting reconnection	\$4,080	0
11. PR 157 Data conduit	\$971	0
12. PR 158 Ceiling at Stair C	\$2,527	0
13. PR 159 Exhaust duct route	\$331	0
14. PR 161 Soffit at Conference 2181	\$1,341	0
15. PR 167 Provide gypsum board in Public Works Storage	\$821	0
16. PR 168 Council chambers and CCTV core drilling and additional speaker rough-in	\$3,298	0
17. PR 171 Replace gypsum board on 1172 east wall	\$1099	0
18. GCPR 048 Add fire damper over conference 2209	\$956	0

The original Contract Sum was	\$11,501,900.00
Net change by previously authorized Change Orders	\$496,292.10
The Contract Sum prior to this Change Order was	\$11,998,192.10
The Contract Sum will be (increased)(decreased)(unchanged) by this change order in the amount of	\$21,227.00
The new Contract Sum including this Change Order will be	\$12,019,419.10

CHANGE ORDER NO. 22
IGH Public Safety Addition & City Hall Remodel
1643.01

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

7 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: Sept. 3, 2011

Authorized:

ARCHITECT

Boarman Kroos Vogel Group, Inc.
Address
222 N. 2nd Street
Minneapolis, MN 55401

CONTRACTOR

Shaw-Lundquist & Associates
Address
2757 West Service Road
St. Paul, MN 55121

OWNER

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

BY _____

BY _____

BY _____

Jack Boarman, President

DATE

DATE

DATE

AIA DOCUMENT G701 * CHANGE ORDER * 1987 EDITION * AIA - COPYRIGHT 1987 *

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

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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

APPROVE THE PURCHASE OF ANCILLARY FURNITURE FOR THE PUBLIC SAFETY ADDITION/CITY HALL RENOVATION – PHASE TWO

Meeting Date: April 25, 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 purchase of ancillary furniture for the Public Safety Addition/City Hall Renovation – Phase Two.

SUMMARY During Phase One of the Public Safety Addition/City Hall Renovation project a RFP was posted for the ancillary furniture package and Vendors were asked to quote on the various groups of furniture (Conference Room Seating, Private Office Side Chairs/Reception Chairs, Conference Room/Training Room Chairs, Training Room Tables, Conference Room Tables, etc).

We went back to those Vendors for the ancillary furniture required for the completion of Phase Two and requested quotes for the various packages.

The total purchase price of the combined groups is \$139,936.51. Three of the group’s totals are over \$25,000 requiring the City to receive more than one quote. The lowest quote is reflected in the total.

We had prepared the budget with an estimate of \$624,528 for furniture. With this final furniture purchase for Phase Two, we are \$1,576 under that budget estimate.

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