

INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, MAY 9, 2011
8150 BARBARA AVENUE
7:30 P.M.

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

A. Presentation of 2010 Comprehensive Annual Financial Report

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 25, 2011 Regular Council Meeting _____
- B. Resolution Approving Disbursements for Period Ending May 4, 2011 _____
- C. Pay Voucher No. 23 for City Project No. 2008–18, Public Safety Addition/City Hall Renovation _____
- D. Change Order No. 3 for City Project No. 2009–24, Rock Island Swing Bridge Project _____
- E. Authorize Advertisement of RFP for Council Chambers Audio Visual Package for City Project No. 2008–18, Public Safety Addition/City Hall Renovation _____
- F. Approve Agreement with Dascom Systems Group, LLC for Relocation of Cable Broadcasting Equipment _____
- G. Resolution Approving Attorney Services Agreement with Law Firm of Dady & Gardner, P.A. and Authorizing Lawsuit Against A&W Restaurant, Inc. and Yum! Brands, Inc _____
- H. Resolution Approving the Acquisition of Property at 4301 63rd Street East _____
- I. Approve Veterans Memorial Community Center/The Grove Aquatic & Fitness Center Phase 1 Interior Signage _____
- J. Approve Amendment to Code of Conduct for Veterans Memorial Community Center _____
- K. Consider Contractor for Grove Painting Projects _____
- L. Consider Contractor for McPhillips Property Tree Removal _____
- M. Resolution Accepting the Proposal from American Engineering Testing, Inc. for Construction Materials Testing Services for the 2011 Pavement Management Program – City Project 2011–09D, Urban Street Reconstruction, South Grove Area 6 _____

- N. Resolution Accepting the Proposal from Gorman Surveying, Inc. for Survey Staking Services for the 2011 Pavement Management Program – City Project 2011–09D – South Grove Urban Street Reconstruction Area 6 _____
- O. Resolution Accepting Letter of Agreement with Short–Elliot–Hendrickson, Inc. for Engineering Services, Authorizing a Feasibility Report and Authorizing Appraisal Services for the 2011 Improvement Program – City Project No. 2011–08, 66th Street from Concord Boulevard to the Swing Bridge at the Mississippi River _____
- P. Approve Resolution for the Cooperative Purchase of Election Equipment _____
- Q. Approve Joint Powers Cost Share Agreement with Dakota County for Pictometry International Corporation General License Terms and Conditions _____
- R. Approve Massage Therapist License _____
- S. Schedule Public Hearing _____
- T. Personnel Actions _____

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

6. **PUBLIC HEARINGS:**

- A. **CITY OF INVER GROVE HEIGHTS;** Resolution Ordering the Project, Approving Plans and Specifications, and Authorizing Advertisement for Bids for 2011 Pavement Management Program, City Project No. 2010–09I , Blaine Avenue (North Area) Mill and Overlay _____

7. **REGULAR AGENDA:**

COMMUNITY DEVELOPMENT:

- A. **CITY OF INVER GROVE HEIGHTS;** Consider the Second reading of an Ordinance Amendment to allow outdoor storage in the P, Institutional Zoning District when associated with local government use _____

PUBLIC WORKS:

- B. **CITY OF INVER GROVE HEIGHTS;** Consider Resolution Approving a Waiver of Assessment Appeal Agreement with Gertens for the Blaine Avenue (North) Full Depth Mill and Repave Project, City Project No. 2010–09I _____
- C. **CITY OF INVER GROVE HEIGHTS;** Resolution Authorizing Preparation of a Feasibility Report for Pond T–23 Emergency Overflow _____
- D. **CITY OF INVER GROVE HEIGHTS;** Resolution Awarding Contract for 2011 Pavement Management Program, City Project No. 2011–09D – South Grove Street Reconstruction, Area 6 _____

E. CITY OF INVER GROVE HEIGHTS; Resolution Approving Joint Powers Agreement with Dakota County Soil and Water Conservation District for Urban Cost Share Program for City Project No. 2011-09D - South Grove Street Reconstruction, Area 6 _____

F. CITY OF INVER GROVE HEIGHTS; Resolution Accepting Permanent Utility, Drainage, and Storm Water Ponding Easement for Lot 4, Block 1, Bakken Heights 2nd Addition (6825 Craig Court) for City Project No. 2011-09D - South Grove Street Reconstruction, Area 6 _____

PARKS AND RECREATION:

G. CITY OF INVER GROVE HEIGHTS; Consider the Second Reading of an Ordinance Amendment Updating Rules Pertaining to Parks and Recreation _____

ADMINISTRATION:

H. CITY OF INVER GROVE HEIGHTS; Discuss Change in Start Time for City Council Meetings _____

I. CITY OF INVER GROVE HEIGHTS; Consider Awarding Contract to Perform a Fire Station Location Analysis _____

8. MAYOR AND COUNCIL COMMENTS:

9. EXECUTIVE SESSION:

A. Discuss Collective Bargaining

10. ADJOURN

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Presentation of Comprehensive Annual Financial Report for the Year Ended December 31, 2010 and the Auditor’s Management Letter and Reports on Compliance with Governmental Auditing Standards and Minnesota Statutes

Meeting Date: May 9, 2011
 Item Type: Presentation
 Contact: Ann Lanoue, Finance Director
 Prepared by: Ann Lanoue 651-450-2517
 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: To accept the Comprehensive Annual Financial Report (CAFR), the Auditor’s Management Letter and Reports on Compliance with Government Auditing Standards and Legal Compliance for the year ended December 31, 2010.

SUMMARY: Each year the City contracts with an independent Certified Public Accounting firm to audit the City’s Comprehensive Annual Financial Report (CAFR). Kern, DeWenter, Viere, Ltd. performed the audit for the 2010 CAFR. They have issued an unqualified (clean) opinion on the City’s financial statements. This is the highest form of assurance a Certified Public Accounting Firm can issue. In addition to the CAFR, the Auditor’s Management Letter and Reports on Compliance with Government Auditing Standards and Legal Compliance are enclosed with this memo.

In reviewing the CAFR, I suggest reading the *Letter of Transmittal* which begins on page 3 in the Introductory Section of the report, *Management’s Discussion and Analysis (MD&A)* which begins on page 19 in the Financial Section of the report, and the *Notes to the Financial Statements* which begin on page 43 in the Financial Section of the report.

The auditors did note a significant deficiency in conducting the audit. The significant deficiency was “Lack of Segregation of Accounting Duties”. Under the new audit standards the auditors need to cite examples based on their review and testing of the City’s internal controls. This is a comment that we will most likely receive every year. The City’s response to the comment is included in the auditor’s “Report on Matters Identified as a Result of the Audit of the Financial Statements”.

Steve Wischmann, CPA from Kern, DeWenter, Viere, Ltd. will be present at the study session and at the City Council meeting to discuss these reports.

We will be submitting the CAFR to the Government Finance Officers Association for the Certificate of Achievement for Excellence in Financial Reporting. This will be the 25th year that we have participated in this program. We will also put the CAFR on the City’s website.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, APRIL 25, 2011 - 8150 BARBARA AVENUE**

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, April 25, 2011, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:30 p.m. Present were Council members Grannis, Klein, and Madden; City Administrator Lynch, Assistant City Administrator Teppen, City Attorney Kuntz, Public Works Director Thureen, Parks and Recreation Director Carlson, Community Development Director Link, Finance Director Lanoue and Deputy Clerk Rheume.

Mayor Tourville asked for a moment of silence to honor Joseph Kennedy, Army Specialist, who was killed in Afghanistan on April 15, 2011.

3. PRESENTATIONS:

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

Mayor Tourville explained the Certificate of Achievement for Excellence in Financial Reporting was awarded to the City by the Government Finance Officers Association for its comprehensive annual financial reporting for the year ending December 31, 2009. He presented the award to Ms. Lanoue and the finance department.

Ms. Lanoue stated this is the 24th year the City has received the award and recognized the members of the Finance department.

4. CONSENT AGENDA:

Councilmember Grannis removed Item 4J, Consider Park Naming Policy, from the Consent Agenda.

- A.** Minutes – April 11, 2011 Regular Council Meeting
- B.** **Resolution No. 11-59** Approving Disbursements for Period Ending April 20, 2011
- C.** Pay Voucher No. 1 in the amount of \$76,560.95 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 No. 11-60** 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 No. 11-61** 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.** **Resolution No. 11-62** Approve Joint Powers Agreement with Minnesota Bureau of Criminal Apprehension for Participation in the Internet Crimes Against Children Task Force
- 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

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

Ayes: 4

Nays: 0 Motion carried.

J. Consider Park Naming Policy

Councilmember Grannis opined that the committee should be comprised of a wider scope of individuals beyond Advisory Commission chairpersons. He suggested that any activity be referred to each of the advisory commissions to allow for more citizen input and then be brought to the City Council for action. He stated the four identified categories of priorities should all be taken into consideration when naming a park.

Mayor Tourville suggested that the item be tabled and discussed at a future work session.

No action was taken on this item.

5. PUBLIC COMMENT: None.

6. PUBLIC HEARINGS:

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

Ms. Rheame stated this item pertains to the transfer of an existing liquor license for the premises. She explained the applicant currently owns and operates a similar business in Eagan and is looking to expand operations to Inver Grove Heights. She noted the anticipated closing date is in early May.

Neil Sorensen, President, stated they are a family-owned corporation and are looking forward to doing business in the City. He noted the closing was scheduled for May 2.

Mayor Tourville confirmed that the applicant provided all necessary fees and documentation as required by City Code.

Councilmember Piekarski Krech arrived at the meeting.

Motion by Klein, second by Madden, to close the public hearing.

Ayes: 4

Nays: 0

Abstain: 1 (Piekarski Krech)

Motion by Klein, second by Madden, to approve the application of Mayjune Corporation dba Laser Liquor for an Off-Sale Intoxicating Liquor License for Premises located at 5300 S. Robert Trail, Suite #600

Ayes: 4

Nays: 0

Abstain: 1 (Piekarski Krech)

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

Mr. Link stated the City Council approved the preliminary plat, site plan approval, rezoning and comprehensive plan amendment for the relocation of the liquor store in 2009. He explained since that time the applicant has been working with Dakota County to resolve the matter of relocation as a result of the Concord Boulevard reconstruction project. He stated the applicant submitted final plans with the intention of beginning site preparation this spring. He explained one of the conditions of preliminary approval is that the applicant obtains approval for the vacation of the unimproved alley right-of-way that runs through a portion of the property. He stated the final plat complies with the four conditions of preliminary approval and is consistent with the preliminary plat. He noted the park dedication fee would be paid at the time of plat release and the applicant submitted a request to vacate the public easements. He explained staff reviewed the vacation request and found it acceptable as there are no utilities in the right-of-way, and the City will retain the area in the public drainage and utility easement. He added that the improvement agreement includes a provision eliminating the need to post “no parking overnight” signs in the parking lot. He stated both Planning staff and the Planning Commission recommended approval of the requests.

George Cameron, 2477 79th Street East, thanked everyone for their work and efforts to keep the project moving forward.

Motion by Madden, second by Klein, to adopt Resolution No. 11-63 approving a Final Plat, Development Contract and related documents for Cameron Addition, Resolution No. 11-64 approving a Vacation of Unimproved Alley Right-of-Way within Block 1 of Inver Grove Park Subdivision, and Resolution No. 11-65 Modifying Resolution No. 09-245 by removing Condition #7 relating to Posting of No Overnight Parking Signs in the Parking Lot

Ayes: 5

Nays: 0 Motion carried.

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

Mr. Kuntz explained the amendment to the purchase agreement addresses a reduction in the purchase price from \$272,000 to \$210,000 and the formation of a limited liability company by which the Buyer intends to take title to the property being purchased from the City.

Councilmember Grannis stated he was only in favor of the amendment because of the circumstances involved with the sale of this particular piece of property.

Motion by Klein, second by Madden, to approve Amendment No. 3 to Purchase Agreement between the City and George Cameron IV

Ayes: 5

Nays: 0 Motion carried.

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

Mr. Link stated the applicant is proposing to operate an adult day care facility within an existing building. He explained the operation provides professional care during normal work day hours for those who need assistance during the day. He stated the property is zone B-3, General Business, and any type of daycare is a conditional use in the B-3 district. He explained no changes were proposed to the exterior or grounds, and the site has ample parking and good drop off and pick up traffic flow. He noted the use is compatible with the surrounding area and there is a children’s daycare located in the building to the west of the site. He stated both Planning staff and the Planning Commission recommended approval of the request.

Mayor Tourville suggested that the City’s notification protocol may need to be amended in the future in an effort to better inform neighborhoods when the use of a property changes.

Councilmember Klein asked the applicant if anyone has ever wandered off from a facility.

Lynne Zimmerman, 8315 Cahill Avenue, responded in the negative and explained that the proposed site

is set off by itself and is very closely monitored by staff.

Motion by Piekarski Krech, second by Klein, to adopt Resolution No. 11-66 relating to a Conditional Use Permit to Operate an Adult Day Care Service Program for property located at 6415 Carmen Avenue

Ayes: 5

Nays: 0 Motion carried.

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

Mr. Link state the request is for the construction of a 1,600 square foot building with sheet metal siding on the existing mining site. He explained the building would be located in the pit, 40-50 feet below street elevation. He stated 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, and the proposed amendment would not alter that timeline. He explained in 1991 a conditional use permit amendment was approved for the site allowing metal buildings in the sand and gravel overlay district because the buildings are temporary and would be removed when the pit is done or they would be required to be brought into conformance. He added that a condition of approval would be that the building be removed from the site within three (3) months of the closure of the facility. He noted Planning staff and the Planning Commission recommended approval of the request.

Motion by Madden, second by Klein, to adopt Resolution No. 11-67 approving 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

Ayes: 5

Nays: 0 Motion carried.

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

Mr. Link explained staff suggested that the amendment be narrowly written to allow outdoor storage as a permitted use on property zoned Public/Institutional. He stated it was also recommended that outdoor storage be allowed only by local government so churches and other agencies would not be able to have outdoor storage on their property. He explained the Planning Commission raised concerns that amending the code would create problems with the City possible storing equipment or vehicles on city owned properties. He stated they also suggested that the language be modified to limit the use or allow only as part of emergency or short term operations. He noted neither the Parks nor Public Works departments store vehicles or equipment on random city owned properties, and the proposed amendment would not change that. He clarified that the Parks department would primarily use the storage for the stockpiling of Ash trees infected with Emerald Ash Borer until such time that they can be chipped and removed.

Councilmember Klein questioned why the City could not burn the infected trees.

Mr. Link explained staff would take infected trees to a site and grind them up as a way of processing and removing Ash trees infected with Emerald Ash Borer.

Councilmember Klein asked if that method of disposal was approved by the DNR.

Mr. Carlson explained one of the recommended methods of disposal is to grind the trees up to be reused as mulch.

Councilmember Piekarski Krech suggested that specific areas be designated and defined so it is known where outdoor storage will occur.

Mr. Link stated a list of sites could be provided prior to the second reading of the ordinance.

Motion by Piekarski Krech, second by Grannis, to approve the first reading of an Ordinance Amendment to Allow Outdoor Storage in the P, Institutional Zoning District when Associated with Local Government Use

Ayes: 5

Nays: 0 Motion carried.

PARKS AND RECREATION:

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

Mr. Carlson explained current City ordinances pertaining to Parks and Recreation are spread throughout the City Code and cannot be found in one central location. He stated in an effort to centralize information and update language where necessary, staff recommended a series of updates to the existing ordinances. He noted the item was reviewed by the Parks and Recreation Advisory Commission and approval of the amendment was recommended.

Councilmember Madden questioned if weapons would be allowed in parks if an individual had a conceal and carry permit.

Mr. Carlson stated he would review the applicable statutes and suggest language for the second reading.

Councilmember Piekarski Krech suggested that the language pertaining to no swimming on any body of water adjacent to a park be modified for purposes of clarity. She also referred to the section related to animals and asked where a designated off-leash area would be located.

Mr. Carlson explained the reference was related to any dog parks that may be established in the future.

Motion by Klein, second by Grannis, to approve the first reading of an Ordinance Amendment Updating Rules Pertaining to Parks and Recreation

Ayes: 5

Nays: 0 Motion carried.

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

Mr. Thureen explained the project was initiated by a request received from George Cameron. He stated the project would involve reconstructing streets within the project area including subgrade correction, new curb and gutter, and the removal of utility services. He explained the total estimated project cost is \$74,781.30 and Mr. Cameron has been asked to cover 100% of the assessments. He noted the residential parcel north of 65th Street would not be assessed. He stated at the request of the developer street widths would be modified on 65th Street to provide a uniform width of 36 feet from Concord Boulevard to the alley west of Concord. He explained paving marking is included in the project to outline one incoming land and two outgoing lanes to accommodate turning movements. He stated this project would be ordered by June 1, 2011 with an estimated completion date of September 15th.

Motion by Piekarski Krech, second by Madden, to adopt Resolution No. 11-68 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

Ayes: 5

Nays: 0 Motion carried.

ADMINISTRATION:

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

Ms. Teppen stated the change order included 17 items totaling \$21,227. The revised contract total is \$12,019,419.10 and the project contingency balance is \$69,371.90. She noted 93.7% of the construction was complete.

Councilmember Piekarski Krech questioned why carpet had to be added in the Council Chambers.

Ms. Teppen explained carpet was added to cover an irregularity on the floor.

Councilmember Piekarski Krech opined that the City should not be responsible for paying for a mistake that was made when the floor was installed.

Mayor Tourville asked what was originally planned for the floor in the Council chambers.

Ms. Teppen stated the original plans called for a polished concrete floor.

Councilmember Grannis agreed that the City should not be responsible for paying for the carpet and suggested that the item be added to the list to be discussed with the architect.

Councilmember Klein asked when the lighting in the parking lot would be complete.

Ms. Teppen stated the parking lot was not finished and explained the schedule for light installation had not been finalized.

Motion by Klein, second by Grannis, to approve Change Order No. 22 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation Project

Ayes: 4

Nays: 1 (Piekarski Krech) Motion carried.

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

Ms. Teppen explained 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 various groups of furniture. She stated staff went back to those vendors for the ancillary furniture required for the completion of Phase Two and requested quotes for the various packages. She explained the total purchase price of the combined groups is \$139,936.51, and three of the groups' totals were over \$25,000 requiring the City to receive more than one quote. She noted the lowest quote is reflected in the total. She explained the budget was prepared with an estimate of \$624,528 for furniture, and with the final purchase for Phase Two the total is \$1,576 under the estimate. She stated the funds for this purchase come from internal sources including the MIS Fund, City Facilities Fund, Water and Sewer Funds, the Closed Bond Fund, and the Host Community Fund.

Councilmember Klein questioned if furniture for the Council Chambers was included.

Ms. Teppen responded in the affirmative.

Motion by Klein, second by Grannis, to approve the Purchase of Ancillary Furniture in the amount of \$139,936.51 for the Public Safety Addition/City Hall Renovation Project – Phase Two

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS:

Mayor Tourville reminded citizens that commission applications are available on the website and would be accepted until May 9th.

9. EXECUTIVE SESSION:

A. Discuss Collective Bargaining

B. Litigation Update – A&W

10. REGULAR AGENDA CONT.

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

Motion by Grannis, second by Klein, to approve agreement with the Law Firm of Dady & Gardner for Litigation Services related to A&W

Ayes: 5

Nays: 0 Motion carried.

11. ADJOURN: Motion by Grannis, second by Klein, to adjourn. The meeting was adjourned by a unanimous vote at 9:35 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: May 9, 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 21, 2011 to May 5, 2011.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending May 5, 2011. The detail of these disbursements is attached to this memo.

General & Special Reveune	\$156,763.54
Debt Service & Capital Projects	775,510.71
Enterprise & Internal Service	109,792.83
Escrows	1,429.83
	<hr/>
Grand Total for All Funds	<u><u>\$1,043,496.91</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 21, 2011 to May 5, 2011 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING MAY 5, 2011**

WHEREAS, a list of disbursements for the period ending May 5, 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	\$156,763.54
Debt Service & Capital Projects	775,510.71
Enterprise & Internal Service	109,792.83
Escrows	1,429.83
Grand Total for All Funds	<u><u>\$1,043,496.91</u></u>

Adopted by the City Council of Inver Grove Heights this 9th day of May, 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
04/25/2011	106046	GRAND VIEW LODGE	JOSEPH ROBERTSON	101-4000-421.50-75		4/2011	260.76
						* Total	260.76
04/25/2011	106047	MSANI	JOSEPH ROBERTSON	101-4000-421.50-80		4/2011	100.00
						* Total	100.00
04/27/2011	106050	AFSCME COUNCIL 5	UNION DUES	101-0000-203.10-00		4/2011	883.49
						* Total	883.49
04/27/2011	106054	ARAMARK UNIFORM SERVICE	CUST#15353001	101-5200-443.60-45		4/2011	12.86
			CUST#15353001	101-6000-451.60-45		4/2011	28.55
			CUST#15353001	101-5200-443.60-45		4/2011	12.86
			CUST#15353001	101-6000-451.60-45		4/2011	23.32
						* Total	77.59
04/27/2011	106055	ASSOCIATED MECHANICAL C	CUST#S26577	101-4200-423.40-40		4/2011	305.00
						* Total	305.00
04/27/2011	106058	BEACON ATHLETICS	CUST#B55077	101-6000-451.60-16		4/2011	99.71
			CUST#B55077	101-6000-451.60-40		4/2011	182.43
						* Total	282.14
04/27/2011	106059	BLOOMINGTON SECURITY SO	ACCT#1736	101-6000-451.40-40		4/2011	589.33
						* Total	589.33
04/27/2011	106062	CLAREY'S SAFETY EQUIPME	ORDER#92377	101-4200-423.60-65		4/2011	76.55
						* Total	76.55
04/27/2011	106063	COLLINS ELECTRICAL CONS	50TH & ROBERT	101-5200-443.40-46		4/2011	124.00
						* Total	124.00
04/27/2011	106066	DAKOTA COMMUNICATIONS C	MAY 2011 MONTHLY DCC FEE	101-4000-421.70-30		4/2011	26,178.00
			MAY 2011 MONTHLY DCC FEE	101-4200-423.70-50		4/2011	13,090.00
						* Total	39,268.00
04/27/2011	106067	DAKOTA CTY FINANCIAL SV	ACCT#723	101-5200-443.30-70		4/2011	1,062.90
			ACCT#723	101-6000-451.70-50		4/2011	10,634.00
						* Total	11,696.90
04/27/2011	106069	DANIELS, JOHNNY	4/19-20/2011	101-4000-421.50-75		4/2011	17.87
						* Total	17.87
04/27/2011	106073	EDWARDS, MICHAEL	2 canon cameras & 2	101-5100-442.60-40		4/2011	134.93
						* Total	134.93
04/27/2011	106075	EMMONS & OLIVIER RESOUR	job 00095-0031	101-5100-442.30-30		4/2011	3,316.41
			JOB#95-0032	101-5100-442.30-30		4/2011	848.50
						* Total	4,164.91
04/27/2011	106076	FARIBAUT HARLEY-DAVIDS	cust #30355	101-4000-421.60-40		4/2011	2,040.00
			cust #30355	101-4000-421.70-30		4/2011	6,720.00
			cust #30355	101-4000-421.60-40		4/2011	760.00
						* Total	9,520.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/27/2011	106078	FLAIL-MASTER	CUST#55075A	101-6000-451.60-40		4/2011	101.88
			CUST#55075A	101-6000-451.60-40		4/2011	33.96
						* Total	135.84
04/27/2011	106083	GERTENS	CUST#103566	101-5200-443.60-16		4/2011	42.64
			CUST#103566	101-5200-443.60-16		4/2011	63.96
			CUST#103566	101-5200-443.60-16		4/2011	42.64
						* Total	149.24
04/27/2011	106085	GOODPOINTE TECHNOLOGIES	PARKS DEPT	101-6000-451.30-70		4/2011	1,640.00
						* Total	1,640.00
04/27/2011	106086	GRAINGER	ACCT#806460150	101-6000-451.40-40		4/2011	163.33
						* Total	163.33
04/27/2011	106090	HENNING FIRE PROTECTION	IGH FIRE DEPT	101-4000-421.60-65		4/2011	45.00
						* Total	45.00
04/27/2011	106097	IKON OFFICE SOLUTIONS	acct #145253-1017392ML	101-6000-451.40-65		4/2011	29.28
						* Total	29.28
04/27/2011	106099	INTERNATIONAL CODE COUN	MEMBER# 5310235	101-4200-423.50-70		4/2011	125.00
						* Total	125.00
04/27/2011	106100	INVER GROVE HEIGHTS ANI	2011 ANIMAL LIC/RABIES	101-0000-365.00-00		4/2011	550.00
						* Total	550.00
04/27/2011	106101	INVERCITY PRINTING INC	INSPECTIONS DEPT	101-3300-419.50-30		4/2011	151.09
						* Total	151.09
04/27/2011	106102	KDV (KERN, DEWENTER, VI	CLIENT #04032	101-2000-415.30-10		4/2011	8,000.00
						* Total	8,000.00
04/27/2011	106104	KUSTOM SIGNALS, INC.	CUST#18993	101-4000-421.60-40		4/2011	2,192.92
						* Total	2,192.92
04/27/2011	106108	LILLIE SUBURBAN NEWSPAP	ACCT#001363	101-1100-413.50-25		4/2011	166.77
			ACCT#001363	101-3200-419.50-25		4/2011	20.13
			ACCT#001363	101-6000-451.50-30		4/2011	323.88
						* Total	510.78
04/27/2011	106112	MED COMPASS	annual hearing test	101-5000-441.50-80		4/2011	13.39
			annual hearing test	101-5100-442.60-45		4/2011	54.12
			annual hearing test	101-5200-443.50-80		4/2011	108.24
			annual hearing test	101-6000-451.30-70		4/2011	94.71
						* Total	270.46
04/27/2011	106119	MIDWAY CONTAINER INC	CUST#30161	101-6000-451.60-11		4/2011	886.37
						* Total	886.37
04/27/2011	106120	MIDWEST FENCE & MFG CO	INVGRS	101-5200-443.60-16		4/2011	197.00
						* Total	197.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/27/2011	106121	MIRACLE RECREATION EQUI	CUST#5507A05	101-6000-451.40-47		4/2011	124.31
						* Total	124.31
04/27/2011	106122	MN GLOVE & SAFETY, INC.	PARKS DEPT PARKS DEPT	101-6000-451.60-45 101-6000-451.60-65		4/2011 4/2011	59.85 279.50
						* Total	339.35
04/27/2011	106125	MN LIFE INSURANCE CO	Policy #0027324 Policy #0027324	101-0000-203.09-00 101-1100-413.20-62 101-2000-415.20-62 101-3000-419.20-62 101-3200-419.20-62 101-3300-419.20-62 101-4000-421.20-62 101-4200-423.20-62 101-5000-441.20-62 101-5100-442.20-62 101-5200-443.20-62 101-6000-451.20-62		4/2011 4/2011 4/2011 4/2011 4/2011 4/2011 4/2011 4/2011 4/2011 4/2011 4/2011 4/2011 4/2011 4/2011 4/2011	1,843.28 75.50 96.63 30.16 30.53 59.40 489.19 41.08 21.61 123.04 70.28 94.29
						* Total	2,974.99
04/27/2011	106126	MN NCPERS LIFE INSURANC	MAY 2011	101-0000-203.16-00		4/2011	384.00
						* Total	384.00
04/27/2011	106127	MOST DEPENDABLE FOUNTAI	CUST#INVER GROVE	101-6000-451.40-40		4/2011	566.00
						* Total	566.00
04/27/2011	106128	MOTOROLA	10006322090001	101-4000-421.60-40		4/2011	3,179.05
						* Total	3,179.05
04/27/2011	106130	NATURE CALLS, INC.	DEC10-MARCH11	101-6000-451.40-65		4/2011	416.25
						* Total	416.25
04/27/2011	106131	NEXTEL COMMUNICATIONS	ACCT#249383315	101-5200-443.50-20		4/2011	245.77
						* Total	245.77
04/27/2011	106133	OFFICE DEPOT	acct #6011568510088883	101-6000-451.60-65		4/2011	11.33
						* Total	11.33
04/27/2011	106134	PINE BEND PAVING, INC.	4/7/11	101-5200-443.60-16		4/2011	88.92
						* Total	88.92
04/27/2011	106136	PRAIRIE RESTORATIONS, I	HARMON PARK RESERVE	101-6000-451.30-70		4/2011	1,400.00
						* Total	1,400.00
04/27/2011	106137	PRECISION DATA SYSTEMS	AP CHECKS	101-2000-415.50-30		4/2011	729.21
						* Total	729.21
04/27/2011	106142	PX PRODUCTS CO	PO#MARK	101-6000-451.60-11		4/2011	231.11
						* Total	231.11
04/27/2011	106143	QWEST	6514530219660	101-6000-451.50-20		4/2011	41.59
						* Total	41.59

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/27/2011	106144	QWEST	6515520672975	101-6000-451.50-20		4/2011	41.47
						* Total	41.47
04/27/2011	106145	REED'S SALES & SERVICE	ACCT#INCI191	101-4200-423.40-42		4/2011	66.91
						* Total	66.91
04/27/2011	106148	S & T OFFICE PRODUCTS	cust #1394	101-3200-419.60-10		4/2011	28.44
						* Total	28.44
04/27/2011	106149	SOLBERG AGGREGATE CO	STREET MAINTENANCE	101-5200-443.60-16		4/2011	1,182.26
						* Total	1,182.26
04/27/2011	106150	SPRINT	acct#573073317	101-1100-413.50-20		4/2011	38.13
						* Total	38.13
04/27/2011	106152	SPRINT	ACCT#266183728	101-4200-423.50-20		4/2011	536.73
						* Total	536.73
04/27/2011	106153	SPRINT	ACCT#166309819	101-4000-421.50-20		4/2011	260.00
						* Total	260.00
04/27/2011	106154	SPRINT	ACCT#266948529	101-4000-421.50-20		4/2011	734.94
						* Total	734.94
04/27/2011	106155	SPRINT	ACCT#641378810	101-4200-423.50-20		4/2011	39.99
						* Total	39.99
04/27/2011	106156	SPRINT	ACCT#634573312	101-3300-419.50-20		4/2011	201.51
						* Total	201.51
04/27/2011	106167	UNITED WAY	CONTRIBUTIONS	101-0000-203.13-00		4/2011	230.00
						* Total	230.00
04/27/2011	106169	VIKING INDUSTRIAL CENTE	PO#BARRY	101-5200-443.60-45		4/2011	142.86
						* Total	142.86
04/27/2011	106170	VIKING PAINTS, INC.	CUST#CIG50	101-6000-451.60-11		4/2011	76.69
			CUST#CIG50	101-6000-451.60-16		4/2011	603.25
						* Total	679.94
04/27/2011	106171	WINDOW WORLD	BD2011-205 REFUND FOR	101-0000-322.10-00		4/2011	46.00
						* Total	46.00
04/27/2011	106173	XCEL ENERGY	ACCT#51-4779167-3	101-6000-451.40-10		4/2011	607.49
			ACCT#51-4779167-3	101-6000-451.40-20		4/2011	742.36
						* Total	1,349.85
05/04/2011	106179	AFSCME COUNCIL 5	UNION DUES	101-0000-203.10-00		5/2011	860.93
						* Total	860.93
05/04/2011	106181	APMP OF MINNESOTA	JENELLE TEPPEN	101-1100-413.50-70		5/2011	120.00
						* Total	120.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/04/2011	106185	BOUND TREE MEDICAL LLC	ACCT#WEB024283	101-4200-423.60-65		5/2011	745.33
						* Total	745.33
05/04/2011	106188	CDW GOVERNMENT INC	CUST#2394832	101-4000-421.60-40		5/2011	600.00
						* Total	600.00
05/04/2011	106189	CLAREY'S SAFETY EQUIPME	IGH FIRE DEPT	101-4200-423.40-42		5/2011	488.95
						* Total	488.95
05/04/2011	106192	DAKOTA AWARDS INC	CUST#IN23037	101-1100-413.60-65		5/2011	120.40
						* Total	120.40
05/04/2011	106193	DAKOTA CTY PROPERTY REC	FEBRUARY 2011	101-2000-415.30-70		5/2011	6.48
			FEBRUARY 2011	101-4000-421.30-70		5/2011	5.60
			FEBRUARY 2011	101-5100-442.30-70		5/2011	19.60
						* Total	31.68
05/04/2011	106199	FEDEX KINKO'S	ACCT#9980016701	101-2000-415.50-30		5/2011	112.48
						* Total	112.48
05/04/2011	106200	FIRE EQUIPMENT SPECIALT	CUST#7015-IGHFD	101-4200-423.60-40		5/2011	247.31
						* Total	247.31
05/04/2011	106201	FIRST IMPRESSION GROUP,	ACCT#3022	101-6000-451.50-30		5/2011	510.78
						* Total	510.78
05/04/2011	106204	GOVERNMENT FINANCE OFFI	CATHY SHEA #300055091	101-2000-415.50-70		5/2011	150.00
						* Total	150.00
05/04/2011	106207	ICMA	JENELLE TEPPEN	101-1100-413.50-70		5/2011	912.00
						* Total	912.00
05/04/2011	106213	IUOE	UNION DUES	101-0000-203.10-00		5/2011	1,485.86
						* Total	1,485.86
05/04/2011	106216	KLEIN, CHRIS	REIMBURSEMENT - POSTS	101-5200-443.60-16		5/2011	37.56
						* Total	37.56
05/04/2011	106217	LELS	UNION DUES	101-0000-203.10-00		5/2011	1,170.00
						* Total	1,170.00
05/04/2011	106218	LELS SERGEANTS	UNION DUES	101-0000-203.10-00		5/2011	210.00
						* Total	210.00
05/04/2011	106220	MBFTE	REGISTRATION FOR 57	101-4200-423.30-70		5/2011	4,275.00
						* Total	4,275.00
05/04/2011	106221	MIKE'S SHOE REPAIR, INC	IGH FIRE DEPT	101-4200-423.30-70		5/2011	22.00
						* Total	22.00
05/04/2011	106225	NAPA OF INVER GROVE HEI	PO#L13	101-4200-423.60-11		5/2011	20.54
						* Total	20.54

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/04/2011	106229	QWEST	ACCT#6514559072 782	101-4200-423.50-20		5/2011	40.11
						* Total	40.11
05/04/2011	106232	S & T OFFICE PRODUCTS	CUST#S28777	101-3200-419.60-10		5/2011	28.44
						* Total	28.44
05/04/2011	106233	SAM'S CLUB	ACCT#7715090401334891	101-4200-423.60-11		5/2011	24.27
						* Total	24.27
05/04/2011	106236	SAM'S CLUB	ACCT#7715090061172300	101-1100-413.60-65		5/2011	46.75
						* Total	46.75
05/04/2011	106238	SENSIBLE LAND USE COALI	A. HUNTING, H. BOTTEN	101-3200-419.50-80		5/2011	76.00
						* Total	76.00
05/04/2011	106242	TIMESAVER OFF SITE SECR	APR 25	101-1100-413.30-70		5/2011	150.38
						* Total	150.38
05/04/2011	106243	TIMESAVER OFF SITE SECR	APR 11	101-1100-413.30-70		5/2011	141.00
						* Total	141.00
05/04/2011	106245	TRACTOR SUPPLY CREDIT P	ACCT 1851	101-6000-451.60-40		5/2011	79.21
						* Total	79.21
05/04/2011	106246	TWIN CITIES OCCUPATIONA	ACCT#N26-1251001589	101-1100-413.30-50		5/2011	50.00
						* Total	50.00
05/04/2011	106247	UNITED WAY	110504	101-0000-203.13-00		5/2011	230.00
						* Total	230.00
05/04/2011	106250	VICTORY CORPS	CUST#IPD5507	101-4200-423.60-65		5/2011	201.07
						* Total	201.07
05/04/2011	106251	WAL-MART BUSINESS	ACCT#6032202530257113	101-4000-421.60-65		5/2011	31.19
						* Total	31.19
05/04/2011	106254	XCEL ENERGY	ACCT#51-6025596-7	101-5400-445.40-20		5/2011	36.52
						* Total	36.52
05/04/2011	106255	XCEL ENERGY	ACCT#51-8394358-2	101-5400-445.40-20		5/2011	35.04
						* Total	35.04
05/04/2011	106256	XCEL ENERGY	ACCT#51-9359857-3	101-5400-445.40-20		5/2011	377.66
						* Total	377.66
05/04/2011	106258	XCEL ENERGY	ACCT#51-5279113-0	101-5400-445.40-20		5/2011	7,033.99
			ACCT#51-5279113-0	101-5400-445.40-20		5/2011	532.65
			ACCT#51-5279113-0	101-5400-445.40-20		5/2011	828.98
			ACCT#51-5279113-0	101-5400-445.40-20		5/2011	38.05
			ACCT#51-5279113-0	101-5400-445.40-20		5/2011	14.56
			ACCT#51-5279113-0	101-5400-445.40-20		5/2011	845.37
			ACCT#51-5279113-0	101-5400-445.40-20		5/2011	102.73
			ACCT#51-5279113-0	101-5400-445.40-20		5/2011	48.42

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/04/2011	106258	XCEL ENERGY	ACCT#51-5279113-0	101-5400-445.40-20		5/2011	17.62
			ACCT#51-5279113-0	101-5400-445.40-20		5/2011	121.98
			ACCT#51-5279113-0	101-5400-445.40-20		5/2011	10.38
			ACCT#51-5279113-0	101-5400-445.40-20		5/2011	149.27
			ACCT#51-5279113-0	101-5200-443.40-20		5/2011	116.58
			ACCT#51-5279113-0	101-5400-445.40-20		5/2011	72.55
			ACCT#51-5279113-0	101-5400-445.40-20		5/2011	136.56
			ACCT#51-5279113-0	101-5400-445.40-20		5/2011	12.00
			ACCT#51-5279113-0	101-5400-445.40-20		5/2011	92.97
						* Total	10,174.66
				94 Checks	** Fund Total		122,701.81
05/04/2011	106198	ENSEMBLE CREATIVE & MAR	APRIL 2011	201-1600-465.50-25		5/2011	4,499.75
						* Total	4,499.75
05/04/2011	106230	RIVER HEIGHTS CHAMBER O	ADM SERV APRIL 2011	201-1600-465.30-70		5/2011	1,592.50
			ADM SERV APRIL 2011	201-1600-465.40-65		5/2011	200.00
						* Total	1,792.50
05/04/2011	106231	RIVER HEIGHTS CHAMBER O	QUARTERLY EXP 12/22/10 -	201-1600-465.40-65		5/2011	291.09
						* Total	291.09
05/04/2011	106244	TOUR MINNESOTA ASSOCIAT	N. BENGTON	201-1600-465.50-80		5/2011	39.00
						* Total	39.00
				4 Checks	** Fund Total		6,622.34
04/27/2011	106140	PREMIER ELECTRICAL CORP	job 110080 lighting retro	400-6200-453.30-70		4/2011	21,785.00
						* Total	21,785.00
04/27/2011	106163	TOTAL CONSTRUCTION & EQ	JOB IGH VMCC - LIGHTING	400-6200-453.30-70		4/2011	12,259.90
						* Total	12,259.90
				2 Checks	** Fund Total		34,044.90
05/04/2011	106186	BRAUN INTERTEC CORPORAT	CLIENT#I09213	402-6000-451.30-70		5/2011	1,279.75
			CLIENT#I09213	402-6000-451.30-70		5/2011	312.00
						* Total	1,591.75
				1 Checks	** Fund Total		1,591.75
04/27/2011	106157	SRF CONSULTING GROUP, I	TH 52/117TH AVE COST ALL	420-5910-720.30-30	0010	4/2011	900.00
						* Total	900.00
				1 Checks	** Fund Total		900.00
04/25/2011	106045	PRIEBE, SCOTT K	ACQUISITION OF PROPERTY	425-5911-725.80-10	9811	4/2011	52,500.00
						* Total	52,500.00
				1 Checks	** Fund Total		52,500.00
04/27/2011	106103	KIMLEY-HORN & ASSOCIATE	proj #160509007.2	427-5917-727.30-30	0717	4/2011	1,020.25

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/27/2011	106103	KIMLEY-HORN & ASSOCIATE	proj #160509007.2	427-5917-727.30-30	0717	4/2011	744.65
						* Total	1,764.90
				1 Checks	** Fund Total		1,764.90
04/27/2011	106056	B & B SHEETMETAL AND RO	Pay voucher #1 re-roof	428-5918-728.80-20	0818	4/2011	76,560.95
						* Total	76,560.95
04/27/2011	106098	INSPEC INC	PHASE II RE-ROOF	428-5918-728.70-60 428-5918-728.70-60	0818 0818	4/2011 4/2011	370.13 2,292.88
						* Total	2,663.01
04/27/2011	106111	MCGHIE BETTS, INC	CLIENT#N4242 CLIENT#N4242 CLIENT#N4242 CLIENT #N4242	428-5918-728.70-60 428-5918-728.70-60 428-5918-728.70-60 428-5918-728.70-60	0818 0818 0818 0818	4/2011 4/2011 4/2011 4/2011	842.00 387.00 243.00 531.00
						* Total	2,003.00
04/27/2011	106164	TRICOM COMMUNICATIONS	PROJECT 2008-18	428-5918-728.80-62	0818	4/2011	9,733.23
						* Total	9,733.23
04/27/2011	106165	TRICOM COMMUNICATIONS	PROJECT 2008-18	428-5918-728.80-62	0818	4/2011	11,072.23
						* Total	11,072.23
05/05/2011	106259	SHAW-LUNDQUIST ASSOCIAT	city hall addition	428-5918-728.80-20	0818	5/2011	494,517.72
						* Total	494,517.72
				6 Checks	** Fund Total		596,550.14
04/27/2011	106071	DISCOUNT STEEL INC	CUST#0106523	429-5924-729.70-60	0924	4/2011	113.29
						* Total	113.29
				1 Checks	** Fund Total		113.29
04/27/2011	106092	HOISINGTON KOEGLER GROU	PROJECT 010-050	430-5923-730.30-60	1023	4/2011	4,226.25
						* Total	4,226.25
04/27/2011	106103	KIMLEY-HORN & ASSOCIATE	proj #160509016.3	430-5922-730.30-30	1022	4/2011	254.40
						* Total	254.40
04/27/2011	106108	LILLIE SUBURBAN NEWSPAP	ACCT#001363 cust #001363	430-5912-730.50-25 430-5912-730.50-25	1012 1012	4/2011 4/2011	172.50 172.50
						* Total	345.00
				3 Checks	** Fund Total		4,825.65
04/27/2011	106065	CONSTRUCTION BULLETIN	cust ID#66661 cust ID#66661	440-5900-740.50-25 440-5900-740.50-25	1109D 1109D	4/2011 4/2011	236.25 236.25
						* Total	472.50
04/27/2011	106103	KIMLEY-HORN & ASSOCIATE	proj #160509017.3 proj #160509018.3	440-5900-740.30-30 440-5900-740.30-30	1109D 1109D	4/2011 4/2011	349.80 66,163.90
						* Total	66,513.70

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04/27/2011	106108	LILLIE SUBURBAN NEWSPAP	ACCT#001363 cust #001363	440-5900-740.50-25 440-5900-740.50-25	1109D 1109D	4/2011 4/2011	337.50 337.50
						* Total	675.00
04/27/2011	106118	METZEN APPRAISALS	prj2010-09I Blaine Ave	440-5900-740.30-70	1009I	4/2011	3,000.00
						* Total	3,000.00
				4 Checks	** Fund Total		70,661.20
04/27/2011	106158	ST CROIX TREE SERVICE	PARKS DEPT	443-5900-743.60-16		4/2011	448.88
						* Total	448.88
				1 Checks	** Fund Total		448.88
04/27/2011	106060	BOLTON & MENK, INC.	proj #T16.021855	446-5915-746.30-30	0315	4/2011	3,742.50
						* Total	3,742.50
04/27/2011	106172	WSB & ASSOCIATES, INC.	SERVICES 3/1 - 3/31/2011	446-5940-746.30-70	1040	4/2011	8,367.50
						* Total	8,367.50
				2 Checks	** Fund Total		12,110.00
04/27/2011	106049	ACE PAINT & HARDWARE	CUST#501126	501-7100-512.60-16		4/2011	9.61
			CUST#501126	501-7100-512.60-16		4/2011	18.37
			CUST#501126	501-7100-512.60-16		4/2011	6.39
			CUST#501126	501-7100-512.60-16		4/2011	8.52
						* Total	42.89
04/27/2011	106067	DAKOTA CTY FINANCIAL SV	ACCT#723	501-7100-512.30-70		4/2011	1,063.90
						* Total	1,063.90
04/27/2011	106093	HOME DEPOT CREDIT SERVI	ACCT#6035322502691268 ACCT#6035322502691268	501-7100-512.60-16 501-7100-512.60-16		4/2011 4/2011	18.08 25.75
						* Total	43.83
04/27/2011	106112	MED COMPASS	annual hearing test	501-7100-512.30-70		4/2011	108.24
						* Total	108.24
04/27/2011	106125	MN LIFE INSURANCE CO	Policy #0027324	501-7100-512.20-62		4/2011	55.67
						* Total	55.67
04/27/2011	106151	SPRINT	ACCT#842483314	501-7100-512.50-20		4/2011	392.19
						* Total	392.19
04/27/2011	106166	TWIN CITY SEED COMPANY	UTILITIES	501-7100-512.60-16		4/2011	424.83
						* Total	424.83
05/04/2011	106195	DAKOTA ELECTRIC ASSOCIA	ACCT#214831-0	501-7100-512.40-20		5/2011	11.24
						* Total	11.24
05/04/2011	106202	GARTZKE CONSTRUCTION IN	JOB:75TH ST WELLSITE JOB:4626 BLOOMBERG	501-7100-512.40-46 501-7100-512.40-46		5/2011 5/2011	520.00 4,222.00
						* Total	4,742.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/04/2011	106203	GOPHER STATE ONE-CALL	ACCT#MN00435	501-7100-512.30-70		5/2011	627.85
						* Total	627.85
05/04/2011	106214	KEYS WELL DRILLING CO	APPLICATION #2	501-7100-512.40-42		5/2011	25,705.00
						* Total	25,705.00
05/04/2011	106222	MN DEPT OF HEALTH	CERTIFICATION FEE	501-7100-512.50-70		5/2011	23.00
						* Total	23.00
05/04/2011	106223	MN PIPE & EQUIPMENT	CUST#2195	501-7100-512.60-16		5/2011	406.81
						* Total	406.81
05/04/2011	106240	ST LOUIS PARK, CITY OF	DAN HELING	501-7100-512.50-80		5/2011	84.00
						* Total	84.00
				14 Checks	** Fund Total		33,731.45
04/27/2011	106125	MN LIFE INSURANCE CO	Policy #0027324	502-7200-514.20-62		4/2011	35.99
						* Total	35.99
04/27/2011	106176	ZASPEL, TOM	REQUESTED CREDIT REFUND	502-0000-116.00-00		4/2011	4,870.22
						* Total	4,870.22
05/04/2011	106245	TRACTOR SUPPLY CREDIT P	ACCT#1927	502-7200-514.60-16		5/2011	74.98
						* Total	74.98
				3 Checks	** Fund Total		4,981.19
04/27/2011	106049	ACE PAINT & HARDWARE	CUST#501126	503-8500-526.60-65		4/2011	6.39
			CUST#501126	503-8500-526.60-65		4/2011	3.20
			cust #501126	503-8600-527.60-11		4/2011	49.90
						* Total	59.49
04/27/2011	106053	ARAMARK	CUST#4479911	503-8600-527.60-45		4/2011	287.83
						* Total	287.83
04/27/2011	106070	DEX MEDIA EAST	acct #110360619	503-8500-526.50-25		4/2011	96.93
						* Total	96.93
04/27/2011	106072	EAGLE ONE GOLF PRODUCTS	cust #9000	503-8500-526.70-60		4/2011	4,841.13
						* Total	4,841.13
04/27/2011	106079	FORE! RESERVATIONS INC	scanner & data terminal	503-8600-527.80-61		4/2011	1,125.00
			PO#10716	503-8000-521.60-65		4/2011	95.00
						* Total	1,220.00
04/27/2011	106080	G & K SERVICES	cust #01574-01	503-8600-527.60-45		4/2011	102.38
			cust #01574-01	503-8600-527.60-45		4/2011	96.46
						* Total	198.84
04/27/2011	106087	GRANDMA'S BAKERY	acct #24400	503-8300-524.76-05		4/2011	24.81
			acct #24400	503-8300-524.76-05		4/2011	32.68
			ACCT #24400	503-8300-524.76-05		4/2011	38.04

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/27/2011	106087	GRANDMA'S BAKERY	acct #24400	503-8300-524.76-05		4/2011	24.81
						* Total	120.34
04/27/2011	106088	GREAT NORTHERN BUILDERS	work on lobby in clubhous	503-8500-526.70-60		4/2011	3,404.00
			INVER WOOD GOLF COURSE	503-8600-527.80-20		4/2011	2,335.00
			INVER WOOD GOLF COURSE	503-8600-527.80-40		4/2011	470.00
						* Total	6,209.00
04/27/2011	106106	LENTNER, GLEN	safety shoes	503-8600-527.60-65		4/2011	129.99
						* Total	129.99
04/27/2011	106110	M. AMUNDSON LLP	cust #902858	503-8300-524.76-05		4/2011	282.82
						* Total	282.82
04/27/2011	106112	MED COMPASS	annual hearing test	503-8600-527.60-15		4/2011	54.12
						* Total	54.12
04/27/2011	106113	MENARDS - WEST ST. PAUL	acct#30170265	503-8600-527.60-20		4/2011	152.77
						* Total	152.77
04/27/2011	106117	METZ, JOEL	work boots	503-8600-527.60-65		4/2011	127.01
						* Total	127.01
04/27/2011	106125	MN LIFE INSURANCE CO	Policy #0027324	503-8000-521.20-62		4/2011	22.58
			Policy #0027324	503-8500-526.20-62		4/2011	34.41
			Policy #0027324	503-8600-527.20-62		4/2011	43.30
						* Total	100.29
04/27/2011	106139	PRECISION TURF & CHEMIC	cust INVE01	503-8600-527.60-35		4/2011	2,894.16
			cust INVE01	503-8600-527.60-20		4/2011	271.46
						* Total	3,165.62
04/27/2011	106159	SUMMIT FACILITY & KITCH	INVER WOOD GOLF COURSE	503-8300-524.40-42		4/2011	783.18
						* Total	783.18
04/27/2011	106160	SUN NEWSPAPERS	ACCT#322184	503-8500-526.50-25		4/2011	374.25
						* Total	374.25
04/27/2011	106169	VIKING INDUSTRIAL CENTE	RESPIRATOR WIPES	503-8600-527.60-65		4/2011	14.89
						* Total	14.89
05/04/2011	106201	FIRST IMPRESSION GROUP,	ACCT#3022	503-8500-526.50-25		5/2011	510.78
						* Total	510.78
				19 Checks	** Fund Total		18,729.28
04/27/2011	106096	IGH/SSP COMMUNITY EDUCA	PERMIT#1102-0085	504-6100-452.40-65	R40500	4/2011	640.00
						* Total	640.00
04/27/2011	106097	IKON OFFICE SOLUTIONS	acct #145253-1017392ML	504-6100-452.40-65	R90100	4/2011	263.56
						* Total	263.56
04/27/2011	106120	MIDWEST FENCE & MFG CO	PO #INVERC	504-6100-452.60-09	R90100	4/2011	350.57

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	350.57
04/27/2011	106125	MN LIFE INSURANCE CO	Policy #0027324	504-6100-452.20-62	R90100	4/2011	72.11
						* Total	72.11
04/27/2011	106150	SPRINT	acct#302193319	504-6100-452.50-20	R90100	4/2011	90.73
						* Total	90.73
04/27/2011	106162	THREE RIVERS PARK DISTR	HSHLD#266934	504-6100-452.50-90	R20680	4/2011	160.00
						* Total	160.00
05/04/2011	106196	DOHMEN, BRAD	REFUND - BASEBALL	504-0000-347.00-00	R40100	5/2011	26.00
						* Total	26.00
05/04/2011	106201	FIRST IMPRESSION GROUP,	ACCT#3022	504-6100-452.50-30	R90100	5/2011	4,256.72
			ACCT#3022	504-6100-452.50-35	R90100	5/2011	16.08
						* Total	4,272.80
05/04/2011	106208	IGH SENIOR CENTER	SENIOR CLUB MEMBERSHIPS	504-0000-227.10-00		5/2011	424.00
						* Total	424.00
05/04/2011	106209	INDEPENDENT SCHOOL DIST	FASHION SHOW/NS RAIL TRIP	504-0000-227.10-00		5/2011	2,653.00
						* Total	2,653.00
05/04/2011	106236	SAM'S CLUB	ACCT#7715090061606950	504-6100-452.60-09	R20100	5/2011	18.96-
						* Total	18.96-
05/04/2011	106237	SAM'S CLUB	ACCT#7715090065702540	504-6100-452.60-09	R40200	5/2011	6.26
			ACCT#7715090065702540	504-6100-452.60-09	R30300	5/2011	399.86
			ACCT#7715090065702540	504-6100-452.60-09	R20100	5/2011	43.93
						* Total	450.05
05/04/2011	106240	ST LOUIS PARK, CITY OF	TRACY PETERSEN	504-6100-452.50-80	R90100	5/2011	84.00
						* Total	84.00
05/04/2011	106241	TAHO SPORTSWEAR	IGH PARKS & REC	504-6100-452.60-45	R40200	5/2011	792.00
						* Total	792.00
				14 Checks	** Fund Total		10,259.86
04/27/2011	106049	ACE PAINT & HARDWARE	cust #501126	505-6200-453.60-16	C21000	4/2011	5.33
						* Total	5.33
04/27/2011	106051	AMERICAN RED CROSS	acct #11-60008	505-6200-453.50-70	C51000	4/2011	31.80
						* Total	31.80
04/27/2011	106052	APEC	16X20 Masterseal filter	505-6200-453.60-16	C21000	4/2011	72.89
						* Total	72.89
04/27/2011	106057	BATTERIES PLUS	cust #C-1034	505-6200-453.40-42	C25000	4/2011	619.85
						* Total	619.85
04/27/2011	106064	COMCAST	acct #8772105910127188	505-6200-453.50-70	C10000	4/2011	261.64

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	261.64
04/27/2011	106077	FIRST IMPRESSION GROUP,	job44583 postage for	505-6200-453.50-35	C91000	4/2011	3,490.00
						* Total	3,490.00
04/27/2011	106082	GEORGE, KELLY	CANCELLED PROGRAM	505-0000-352.35-00	C51000	4/2011	19.50
						* Total	19.50
04/27/2011	106084	GLEWWE DOORS	6 keys	505-6200-453.60-16	C21000	4/2011	25.65
						* Total	25.65
04/27/2011	106086	GRAINGER	acct #806460150	505-6200-453.60-16	C21000	4/2011	83.20
			acct #806460150	505-6200-453.60-16	C25000	4/2011	45.83
			acct #806460150	505-6200-453.60-16	C25000	4/2011	3.98
						* Total	133.01
04/27/2011	106089	HAWKINS, INC.	cust #108815	505-6200-453.60-16	C25000	4/2011	343.13
						* Total	343.13
04/27/2011	106091	HILLYARD INC	cust #274069	505-6200-453.60-11	C25000	4/2011	2,151.29
						* Total	2,151.29
04/27/2011	106094	HUEBSCH SERVICES	cust #92965	505-6200-453.40-40	C25000	4/2011	105.57
						* Total	105.57
04/27/2011	106097	IKON OFFICE SOLUTIONS	acct #145253-1017392ML	505-6200-453.40-65	C10000	4/2011	439.26
						* Total	439.26
04/27/2011	106108	LILLIE SUBURBAN NEWSPAP	ACCT#001363	505-6200-453.50-25	C25000	4/2011	34.50
						* Total	34.50
04/27/2011	106112	MED COMPASS	annual hearing test	505-6200-453.30-70	C25000	4/2011	40.59
						* Total	40.59
04/27/2011	106114	METRO GROUP INC, THE	cust id#INV330-00	505-6200-453.60-11	C25000	4/2011	257.16
						* Total	257.16
04/27/2011	106116	METRO SHEETMETAL	cust id#CINVERGR	505-6200-453.60-16	C25000	4/2011	160.31
						* Total	160.31
04/27/2011	106125	MN LIFE INSURANCE CO	Policy #0027324	505-6200-453.20-62	C70000	4/2011	116.73
						* Total	116.73
04/27/2011	106129	NAGC COMMUNICATIONS SCH	conference	505-6200-453.50-80	C91000	4/2011	715.00
						* Total	715.00
04/27/2011	106133	OFFICE DEPOT	acct #6011568510088883	505-6200-453.60-65	C10000	4/2011	5.83-
						* Total	5.83-
04/27/2011	106138	PRECISION DYNAMICS CORP	cust #162898	505-6200-453.60-65	C16000	4/2011	315.52
			cust #162898	505-6200-453.60-65	C50000	4/2011	96.61
						* Total	412.13

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/27/2011	106141	PUSH PEDAL PULL	DOC#27334 service on elliptical	505-6200-453.60-40 505-6200-453.40-42	C70000 C70000	4/2011 4/2011	478.53 62.41
						* Total	540.94
04/27/2011	106146	ROSEMOUNT AREA ATHLETIC	REFUND FOR GYM RENTAL	505-0000-352.25-00	C15000	4/2011	46.67
						* Total	46.67
04/27/2011	106147	ROSEMOUNT AREA ATHLETIC	REFUND FOR TURF RENTAL	505-0000-352.23-00	C17500	4/2011	350.08
						* Total	350.08
04/27/2011	106150	SPRINT	acct#573073317	505-6200-453.50-20	C25000	4/2011	378.49
						* Total	378.49
04/27/2011	106161	SWANK MOTION PICTURE IN	CUST #0259507001	505-6200-453.60-65	C50000	4/2011	343.87
						* Total	343.87
05/04/2011	106180	AMERICAN RED CROSS	ACCT#11-60008	505-6200-453.60-18	C51000	5/2011	96.00
						* Total	96.00
05/04/2011	106190	COCA COLA BOTTLING COMP	VMCC	505-6200-453.76-10	C30400	5/2011	642.57
						* Total	642.57
05/04/2011	106201	FIRST IMPRESSION GROUP,	ACCT#3022 ACCT#3022 ACCT#3022	505-6200-453.50-30 505-6200-453.50-35 505-6200-453.60-65	C95000 C95000 C10000	5/2011 5/2011 5/2011	4,256.72 16.08 370.00
						* Total	4,642.80
05/04/2011	106224	MULLANEY COMPANY, THE	IGH PARKS & REC	505-6200-453.60-65	C40000	5/2011	305.97
						* Total	305.97
05/04/2011	106226	PAVLAK, ALIX	EXPENSES	505-6200-453.60-65	C40000	5/2011	35.57
						* Total	35.57
05/04/2011	106236	SAM'S CLUB	ACCT#7715090061606950 ACCT#7715090061606950 ACCT#7715090061606950 ACCT#7715090061606950 ACCT#7715090061606950 ACCT#7715090061606950 ACCT#7715090061606950 ACCT#7715090061606950 ACCT#7715090061606950 ACCT#7715090061606950 ACCT#7715090061606950	505-6200-453.60-40 505-6200-453.60-65 505-6200-453.76-05 505-6200-453.60-16 505-6200-453.60-16 505-6200-453.60-65 505-6200-453.60-65 505-6200-453.76-05 505-6200-453.60-65 505-6200-453.76-05 505-6200-453.60-65 505-6200-453.76-05 505-6200-453.60-65	C70000 C16000 C16000 C21000 C70000 C16000 C16000 C16000 C10000 C30300 C16000	5/2011 5/2011 5/2011 5/2011 5/2011 5/2011 5/2011 5/2011 5/2011 5/2011 5/2011	34.48 61.62 12.98 90.67 21.40 9.92 12.98 38.48 31.94 34.16
						* Total	348.63
05/04/2011	106237	SAM'S CLUB	ACCT#7715090065702540	505-6200-453.60-65	C81000	5/2011	6.43
						* Total	6.43
05/04/2011	106253	WASKA, LYNN	CANCELLATION/GARAGE SALE CANCELLATION/GARAGE SALE	505-0000-207.03-00 505-0000-352.25-00		5/2011 5/2011	.80 11.20
						* Total	12.00
				34 Checks	** Fund Total		17,179.53

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/27/2011	106125	MN LIFE INSURANCE CO	Policy #0027324	602-2100-415.20-62		4/2011	2.14
						* Total	2.14
				1 Checks	** Fund Total		2.14
04/27/2011	106048	ABM EQUIPMENT & SUPPLY	CUST#0126850	603-5300-444.40-41		4/2011	366.36
			CUST#0126850	603-5300-444.40-41		4/2011	55.48-
						* Total	310.88
04/27/2011	106049	ACE PAINT & HARDWARE	CUST#501126	603-5300-444.60-40		4/2011	61.70
			CUST#501126	603-5300-444.40-41		4/2011	6.25
						* Total	67.95
04/27/2011	106054	ARAMARK UNIFORM SERVICE	CUST#15353001	603-5300-444.40-65		4/2011	32.94
			CUST#15353001	603-5300-444.60-45		4/2011	17.95
			CUST#15353001	603-5300-444.40-65		4/2011	39.69
			CUST#15353001	603-5300-444.60-45		4/2011	23.57
						* Total	114.15
04/27/2011	106058	BEACON ATHLETICS	CUST#B55077	603-5300-444.40-41		4/2011	409.83
						* Total	409.83
04/27/2011	106061	CARQUEST AUTO PARTS STO	CUST#614420	603-5300-444.40-41		4/2011	11.20
			CUST#614420	603-5300-444.40-41		4/2011	5.60
			CUST#614420	603-5300-444.40-41		4/2011	37.61
			CUST#614420	603-0000-145.50-00		4/2011	4.76
			CUST#614420	603-5300-444.40-41		4/2011	37.70
			CUST#614420	603-5300-444.40-41		4/2011	39.29
			CUST#614420	603-5300-444.40-41		4/2011	267.73
			CUST#614420	603-5300-444.60-40		4/2011	7.33-
			CUST#614420	603-0000-145.50-00		4/2011	69.38
						* Total	465.94
04/27/2011	106074	ELECTRIC FIRE & SECURIT	JOB#111105	603-5300-444.40-40		4/2011	79.00
						* Total	79.00
04/27/2011	106078	FLAIL-MASTER	CUST#55075A	603-5300-444.40-41		4/2011	462.64
						* Total	462.64
04/27/2011	106081	GENERAL INDUSTRIAL SUPP	CUST#01555	603-5300-444.60-12		4/2011	228.18
						* Total	228.18
04/27/2011	106095	I-STATE TRUCK CENTER	ACCT#13468	603-5300-444.40-41		4/2011	245.52
						* Total	245.52
04/27/2011	106105	LANO EQUIPMENT, INC.	GOLF COURSE	603-5300-444.40-41		4/2011	646.24
						* Total	646.24
04/27/2011	106107	LIBERTY NAPA	ACCT#125	603-5300-444.40-41		4/2011	60.18
						* Total	60.18
04/27/2011	106112	MED COMPASS	annual hearing test	603-5300-444.50-80		4/2011	40.59
						* Total	40.59

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/27/2011	106115	METRO JANITORIAL SUPPLY	PUBLIC WORKS MAINTENANCE	603-5300-444.60-12		4/2011	86.94
						* Total	86.94
04/27/2011	106125	MN LIFE INSURANCE CO	Policy #0027324	603-5300-444.20-62		4/2011	20.54
						* Total	20.54
04/27/2011	106131	NEXTEL COMMUNICATIONS	ACCT#249383315	603-5300-444.50-20		4/2011	64.56
						* Total	64.56
04/27/2011	106135	POMP'S TIRE SERVICE, IN	CUST#4502557	603-5300-444.60-14		4/2011	1,269.68
						* Total	1,269.68
04/27/2011	106163	TOTAL CONSTRUCTION & EQ	CUST#CITI001	603-5300-444.40-40		4/2011	512.54
						* Total	512.54
04/27/2011	106174	YOCUM OIL COMPANY, INC.	CUST#502860	603-0000-145.50-00		4/2011	6,750.80
			CUST#502860	603-0000-145.60-00		4/2011	5,023.62
			CUST#502860	603-0000-145.60-00		4/2011	2,571.62
			CUST#502860	603-0000-145.60-00		4/2011	10,835.20
						* Total	25,181.24
04/27/2011	106175	ZARNOTH BRUSH WORKS	CUST#INV1669	603-0000-145.50-00		4/2011	1,008.37
						* Total	1,008.37
04/27/2011	106177	ZIEGLER INC	ACCT#4069900	603-5300-444.40-41		4/2011	909.72
						* Total	909.72
05/04/2011	106178	ACE PAINT & HARDWARE	CUST#501126	603-5300-444.60-12		5/2011	14.41
						* Total	14.41
05/04/2011	106187	CARQUEST AUTO PARTS STO	CUST#614420	603-5300-444.40-41		5/2011	53.44
			CUST#614420	603-5300-444.40-41		5/2011	23.50
			CUST#614420	603-0000-145.50-00		5/2011	21.97
			CUST#614420	603-5300-444.60-12		5/2011	60.92
			CUST#614420	603-0000-145.50-00		5/2011	43.05
			CUST#614420	603-5300-444.60-12		5/2011	19.71
			CUST#614420	603-5300-444.60-12		5/2011	56.61
			CUST#614420	603-5300-444.60-12		5/2011	8.08
						* Total	180.40
05/04/2011	106189	CLAREY'S SAFETY EQUIPME	IGH FIRE DEPT	603-5300-444.40-41		5/2011	117.56
						* Total	117.56
05/04/2011	106197	DON PIEHL	RICK	603-5300-444.60-40		5/2011	138.97
						* Total	138.97
05/04/2011	106212	INVER GROVE FORD	PO RICK	603-5300-444.40-41		5/2011	20.20
						* Total	20.20
05/04/2011	106215	KIMBALL MIDWEST	ACCT#222006	603-5300-444.60-12		5/2011	171.73
						* Total	171.73
05/04/2011	106227	POMP'S TIRE SERVICE, IN	CUST#4502557	603-5300-444.60-14		5/2011	214.48

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	214.48
05/04/2011	106239	SOUTH EAST TOWING	2007 STERLING DUMP	603-5300-444.40-41		5/2011	160.31
						* Total	160.31
05/04/2011	106258	XCEL ENERGY	ACCT#51-5279113-0	603-5300-444.40-10		5/2011	2,529.87
			ACCT#51-5279113-0	603-5300-444.40-20		5/2011	1,026.13
			ACCT#51-5279113-0	603-5300-444.40-20		5/2011	1,044.13
						* Total	4,600.13
				29 Checks	** Fund Total		37,802.88
04/27/2011	106125	MN LIFE INSURANCE CO	Policy #0027324	604-2200-416.20-62		4/2011	.98
						* Total	.98
04/27/2011	106133	OFFICE DEPOT	acct #6011568510088883	604-2200-416.60-05		4/2011	324.78
			acct #6011568510088883	604-2200-416.60-10		4/2011	29.63
						* Total	354.41
05/04/2011	106191	COORDINATED BUSINESS SY	CUST#4502512	604-2200-416.40-50		5/2011	123.75
						* Total	123.75
05/04/2011	106228	PRECISION DATA SYSTEMS	CUST PO# CARRIE I	604-2200-416.60-10		5/2011	594.86
						* Total	594.86
05/04/2011	106233	SAM'S CLUB	ACCT#7715090401334891	604-2200-416.60-10		5/2011	60.72
						* Total	60.72
				5 Checks	** Fund Total		1,134.72
04/27/2011	106125	MN LIFE INSURANCE CO	Policy #0027324	605-3100-419.20-62		4/2011	8.33
						* Total	8.33
04/27/2011	106168	US POSTMASTER	POSTAGE	605-3100-419.50-35		4/2011	1,286.31
						* Total	1,286.31
05/04/2011	106205	HILLYARD INC	CUST#274069	605-3100-419.60-11		5/2011	182.12
			CUST#274069	605-3100-419.60-11		5/2011	61.35
						* Total	243.47
05/04/2011	106206	HUEBSCH SERVICES	CUST#100075	605-3100-419.40-65		5/2011	49.15
						* Total	49.15
05/04/2011	106210	INTEGRA TELECOM	CONTRACT#005259	605-3100-419.40-40		5/2011	483.69
						* Total	483.69
05/04/2011	106211	INTEGRA TELECOM	ACCT#645862	605-3100-419.50-20		5/2011	139.35
						* Total	139.35
05/04/2011	106219	LONE OAK COMPANIES	UTILITY BILLS	605-3100-419.50-35		5/2011	499.98
						* Total	499.98
05/04/2011	106234	SAM'S CLUB	ACCT#7715090063580633	605-3100-419.60-11		5/2011	18.16

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	18.16
05/04/2011	106258	XCEL ENERGY	ACCT#51-5279113-0	605-3100-419.40-20		5/2011	7,104.58
						* Total	7,104.58
						9 Checks ** Fund Total	9,833.02
04/27/2011	106109	LOGISOLVE LLC	38690	606-1400-413.30-70		4/2011	380.00
						* Total	380.00
04/27/2011	106125	MN LIFE INSURANCE CO	Policy #0027324	606-1400-413.20-62		4/2011	9.81
						* Total	9.81
04/27/2011	106132	NORTH AMERICAN SYSTEMS	IBM software maintenance	606-1400-413.40-44		4/2011	2,882.92
						* Total	2,882.92
05/04/2011	106248	US INTERNET	5/10-6/9/2011	606-1400-413.30-70		5/2011	240.00
						* Total	240.00
05/04/2011	106249	VERIZON WIRELESS	ACCT#280581502-00001	606-1400-413.50-20		5/2011	65.42
						* Total	65.42
						5 Checks ** Fund Total	3,578.15
04/27/2011	106068	DAKOTA CTY PROPERTY REC	2011 Property Tax	702-0000-228.43-00		4/2011	16.06
				2011 Property Tax		4/2011	9.16
				2011 Property Tax		4/2011	12.68
				2011 Property Tax		4/2011	29.86
						* Total	67.76
04/27/2011	106075	EMMONS & OLIVIER RESOUR	JOB#95-0033	702-0000-228.21-00		4/2011	51.00
						* Total	51.00
04/27/2011	106108	LILLIE SUBURBAN NEWSPAP	ACCT#001363	702-0000-228.27-00		4/2011	23.00
						* Total	23.00
05/04/2011	106182	ARAMARK REFRESHMENT SER	CUST#39398	702-0000-228.65-00		5/2011	85.80
						* Total	85.80
05/04/2011	106184	BLUE EARTH COUNTY DISTR	EVERETT W SEALS	702-0000-229.10-00		5/2011	300.00
						* Total	300.00
05/04/2011	106194	DAKOTA CTY SHERIFF'S DE	ENRIQUE CAMACTO ALCOCER	702-0000-229.10-00		5/2011	500.00
						* Total	500.00
05/04/2011	106252	WASHINGTON COUNTY SHERI	INA CARTER	702-0000-229.10-00		5/2011	400.00
						* Total	400.00
						7 Checks ** Fund Total	1,427.56
04/27/2011	106125	MN LIFE INSURANCE CO	Policy #0027324	703-5500-446.20-62		4/2011	2.27
						* Total	2.27

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

				1 Checks	** Fund Total		2.27
				262 Checks	*** Bank Total		1,043,496.91
			262 Checks	*** Grand Total			1,043,496.91

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 23 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation

Meeting Date: May 9, 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. 23 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation.

SUMMARY The contract was awarded in an amount of \$11,501,900 to Shaw Lundquist Associates on April 27, 2009 for the project identified above. It has been subsequently amended with 22 change orders for a total contract amount now of \$12,019,449.10.

Change Order 22 was off by \$30 (PR 151 was listed as a deduct of \$486 for the ceiling in a storage room, but should have been \$456. Therefore, Change Order 22 should have been \$21,257.00. This pay application reflects the corrected amount.

The contractor has completed the work through April 30, 2011 in accordance with the contract plans and specifications.

Phase One retainage has been released in this pay application, though \$93,308.20 is still being held until the specific work is complete (see below).

Punch list /cleaning/closeout:	\$515
Concrete walks & Driveways	\$1,320
Concrete Curb & Gutter	\$1,358.10
Landscape, Irrigation, Retaining Walls	\$3,786.75
Site Utilities	\$6,150
Cast-in-place Concrete	\$18,414.25
Polished Concrete	\$892.80
Unit masonry, precast architectural concrete	\$33,044.70
Joint Sealers	\$3,600
Acoustic Ceiling Tiles (and acoustic panels)	\$4,437
Resinous Flooring	\$0.15
Carpet & resilient flooring	\$4,357.80
Roller Shades	\$1,429.15
Plumbing Fixtures (Labor)	\$2,477.50
Plumbing Fixtures (Materials)	\$6,525
Electrical Distribution (Labor)	\$5,000
Phase 1 total retainage remaining:	\$93,308.20

A 5% retainage on Phase 2 work will be maintained until the project is completed.

Staff recommends approval of Pay Voucher No. 23 in the amount of \$494,517.72 to Shaw Lundquist Associates for work on City Project No. 2008-18 – Public Safety Addition/City Hall Renovation.

Attachment: Pay Voucher No. 23

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAYMENT VOUCHER

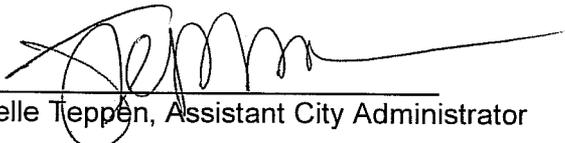
ESTIMATE NO: 23 (twenty-two)
DATE: May 9, 2011
PERIOD ENDING: April 30, 2011
CONTRACT: Public Safety Addition City Hall Renovation
PROJECT NO: 2008-18 – Public Safety Addition/City Hall Renovation

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

Original Contract Amount \$11,501,900
Total Addition \$517,549.10
Total Deduction \$0.00
Total Contract Amount \$12,019,449.10
Total Value of Work to Date \$11,259,117.05
Less Retained (5%) \$262,056.30
Less Previous Payment \$10,502,543.03
Total Approved for Payment this Voucher \$494,517.72
Total Payments including this Voucher \$10,997,060.75

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 30, 2011.

Signed by: 
Jenelle Teppen, Assistant City Administrator May 9, 2011

Signed by: _____
Shaw Lundquist Associates Date

Signed by: _____
George Tourville, Mayor May 9, 2011

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 11 PAGES

TO OWNER: City of Inver Grove Heights

8150 Barbara Avenue
Inver Grove Heights, MN 55077

PROJECT: Public Safety Addition
and City Hall Renodel

8150 Barbara Ave.
Inver Grove Hts, MN

FROM CONTRACTOR: Shaw-Lundquist Associates, Inc. (099477)

222 North Second Street
Minneapolis, MN 55401

VIA ARCHITECT: BKV Group, Inc.

222 North Second Street
Minneapolis, MN 55401

CONTRACT FOR: General Construction

APPLICATION NO: 23

Distribution to:

OWNER

ARCHITECT

CONTRACTOR

APPLICATION DATE: April 25, 2011

PERIOD TO: April 30, 2011

PROJECT NOS: #1643.01

CONTRACT DATE: May 19, 2009

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

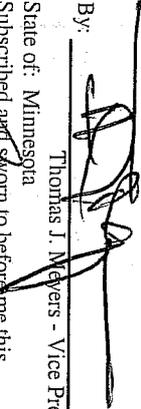
1. ORIGINAL CONTRACT SUM \$ 11,501,900.00
2. Net change by Change Orders \$ 517,549.10
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 12,019,449.10
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 11,259,117.05
5. RETAINAGE:
 - a. % of Completed Work \$ 262,056.30
(Column I on G703)
 - b. % of Stored Material \$ 0.00
(Column F on G703)

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 262,056.30

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 10,997,060.75
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 10,502,543.03
8. CURRENT PAYMENT DUE \$ 494,517.72
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 1,022,388.35

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$496,292.10	
Total approved this Month	\$21,257.00	
TOTALS	\$517,549.10	\$0.00
NET CHANGES by Change Order	\$517,549.10	

CONTRACTOR: SHAW-LUNDQUIST ASSOCIATES, INC.

By:  Thomas J. Meyers - Vice President

Date: April 29, 2011

State of: Minnesota
Subscribed and sworn to before me this 29th day of April, 2011
Notary Public: Cynthia Marie Shovein
My Commission Expires 03/29/16



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 494,517.72

(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:  Date: 5/12/11

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.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

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

Meeting Date: May 9, 2011
Item Type: Consent Agenda
Contact: Eric Carlson – 651.450.2587
Prepared by: Eric Carlson
Reviewed by: Eric Carlson – Parks & Recreation

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve change order #3 in the amount of \$14,851.50 for the Rock Island Swing Bridge Project. The new contract total with Lametti & Sons Inc. is \$1,939,191.34.

SUMMARY

Staff has requested some changes to the paving near the bridge. We will be paving approximately a 4,900 square foot area that will serve as a space for any gatherings. In addition we have asked the contractor to reuse some of the salvaged boulders from the demolished piers as a retaining wall leading up to the bridge.

The project contingency budget was approved in an amount of \$124,447. This change brings the contingency budget to \$104,810.50.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

AUTHORIZE ADVERTISEMENT OF RFP FOR AUDIO VISUAL PACKAGE FOR THE CITY COUNCIL CHAMBERS - CITY PROJECT 2008-18 PUBLIC SAFETY ADDITION/CITY HALL RENOVATION

Meeting Date: May 9, 2011
Item Type: Consent
Contact: JTeppen, Asst. City Admin.
Prepared by:
Reviewed by:

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

PURPOSE/ACTION REQUESTED Authorize advertisement of an RFP for the Audio Visual package for the City Council Chambers – City Project 2008-18 Public Safety Addition/City Hall Renovation.

SUMMARY The previous technology package that was advertised for bid in November of 2009 included everything but the Audio Visual piece for the City Council Chambers. It was determined to wait and bid at a later date to ensure that the broadcast equipment would be current and up-to-date with the actual construction timeframe. This will ensure that all model numbers are current and the accurate to the current standards (as the digital conversion was complete by December of 2010).

Staff expects to return to Council on June 13 with a recommendation to award the bid.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

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

Meeting Date: May 9, 2011
 Item Type: Consent
 Contact: JTeppen, Asst City Admin
 Prepared by:
 Reviewed by:

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

PURPOSE/ACTION REQUESTED Approve agreement with Dascom Systems Group, LLC for relocation of cable broadcasting equipment and the reinstallation of the cameras.

SUMMARY A quote was solicited from Dascom Systems Group, LLC to move the cable broadcasting equipment from the temporary City Council Chambers to the completed City Hall.

Dascom is currently providing the Audio Visual and Multimedia Systems for the Public Safety Addition/City Hall Renovation Project and is familiar with the various aspects of our technology. They also did the initial move to the temporary Council Chambers.

They have provided a quote of \$4,320 to move and install the cable broadcasting equipment to the temporary Council Chambers in the Public Safety Addition.

The budget was prepared with \$35,900 estimated for moving expenses for this equipment and there is \$25,000 remaining. The funds for this do not come out of the construction contract (the bonds). The funds come from the internal sources the Council previously discussed; the MIS Fund, the City Facilities Fund, the Water and Sewer Funds, the Closed Bond Fund and the Host Community Fund.

Proposal



Date Proposed: 4/27/2011
Proposal Valid Until: 4/26/2011
Payment Terms: Net 10
Proposal Number: QTE20676

Bill To:

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

Ship To:

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

QTY	UoM	ITEM	DESCRIPTION	UNIT PRICE	EXT. PRICE
City Council AV Move					
1.00	EA	MISC	Miscellaneous Materials	1,100.00	1,100.00
1.00	EA	LABOR	Installation	3,220.00	3,220.00
				SUB-TOTAL	\$4,320.00
				TOTAL	\$4,320.00

Submitted by:

Bill, Gorham
Dascom Systems Group, LLC
2415 Ventura Drive
Woodbury, MN 55125

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

Attached general terms & conditions are an integral part of this proposal.

Warranty: Manufacturer's Depot unless indicated above
Freight: FOB Origin
Sales Tax: Not Included

Accepted by:

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

P.O. Number: _____

Statement of Work

City of Inver Grove Heights
Dascom Sales Quote # QTE20676
PROJECT NAME: Visionary Solutions IP

Owner	Contact
<p>Patrick Mylan City of Inver Grove Heights</p> <p>(651) 450-2576 Work pmylan@ci.inver-grove-heights.mn.us</p> <p>8150 Barbara Ave Inver Grove Heights, MN 55077 www.ci.inver-grove-heights.mn.us</p>	<p>Patrick Mylan City of Inver Grove Heights</p> <p>(651) 450-2576 Work pmylan@ci.inver-grove-heights.mn.us</p> <p>8150 Barbara Ave Inver Grove Heights, MN 55077 www.ci.inver-grove-heights.mn.us</p>

This SOW defines the services, facilities and materials to move the City Council AV Equipment racks from its existing location to the remodeled City Council room.

City Council Equipment Move:

- Move existing City Council AV Racks from Training room area to the new City Council room.
- Remove all temporary cabling in the Training room that was connected to the City Council AV equipment and no longer necessary.
- Remove from the Training room control system all icons that were added to support the City Council AV equipment.
- Test control panel after programming modifications.
- At the new location connect microphone, speaker and camera cables to existing AV equipment.
- Remove cameras and mounts from the Training room and install the cameras in the new City Council room.
- Test equipment to confirm functionality.

Owner is responsible for:

- Power at new equipment location.
- Provide new camera mounts if necessary.
- Installation of microphone and speakers.

**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: May 4, 2011

RE: A&W Litigation – May 9, 2011 City Council Meeting

Section 1. Background. This memo relates to litigation involving the City and A&W Restaurant, Inc. and Yum! Brands, Inc. regarding the 2009 loan made by the City to Patricia Nickleson Enterprises, LLC for the construction of the A&W Restaurant in Inver Grove Heights.

In May 2009, the City provided three (3) forms of financial assistance to Patricia Nickleson Enterprises, LLC to assist with the completion of the A&W Restaurant in Inver Grove Heights. Patricia Nickleson Enterprises, LLC (Developer) has defaulted and the City is exploring its remedies.

The City entered into a Contract for Private Development with Patricia Nickleson Enterprises, LLC (“Contract”) dated May 6, 2009. Pursuant to the Contract, the City provided several forms of financial assistance to Developer to assist Developer with the construction of an A&W Restaurant on property located in Municipal Development District No. 3. in the City. This assistance included:

1. Real estate tax abatement assistance in the amount of up to twenty thousand dollars (\$20,000). The real estate tax abatement was to be paid to Developer in the amount of \$1,000 per real estate tax installment (\$2,000 per year) for ten (10) years beginning with the second real estate tax installment in 2011.
2. A Site Improvement Loan in the amount of fifty thousand dollars (\$50,000) and business subsidies related to the interest payable on the Site Improvement Loan. The Site Improvement Loan was to be repaid by means of a Promissory Note for \$50,000.
3. Business subsidies related to the interest payable on the Utility Assessment. The

City specially assessed \$9,840 against the A&W property for utility work. This sum of \$9,840 is payable with real estate taxes.

Patrick Nickleson and Patricia Nickleson personally guaranteed the Site Improvement Loan for \$50,000.

The City is aware that several Events of Default, as defined in the Contract, have occurred. These Events of Default include, but are not limited to, the following:

- Failure by the Developer to observe or perform any material covenant, condition, obligation, or agreement on its part to be observed or performed under the Contract.
- Failure by the Developer to make payments on the \$50,000 Promissory Note under Section 3.4 of the Contract.
- Failure to meet or maintain the full-time equivalent job and wage requirements for the Minimum Improvements pursuant to the time frames under Section 3.6(c) of the Contract.
- Failure to maintain and operate the Minimum Improvements as an A&W Restaurant until the Termination Date as provided by Section 10.3 of the Contract.
- The filing of any petition in bankruptcy under the United States Bankruptcy Act or under any similar federal or state law.

Specifically, Developer has failed to make the requisite payments on the Promissory Note since October of 2010, missing payments due on October 1, 2010, November 1, 2010, December 1, 2010, January 1, 2011, February 1, 2011, March 1, 2011 and April 1, 2011. Developer has also failed to maintain the required full-time equivalent job and wages and failed to maintain and operate the Minimum Improvements as an A & W Restaurant until the Termination Date by ceasing operation on or before February 12, 2011. Finally, Guarantor Patricia Nickleson filed a petition for bankruptcy and received a discharge on October 13, 2010.

Based on these Events of Default, the City will not be paying the real estate tax abatement to the Developer.

The special assessments (\$9,840) for utilities were certified to Dakota County for collection with the real estate taxes and no further action is required with respect to the special assessments.

Based on the Events of Default, the City has sent demand letters to Developer and Guarantors for the Promissory Note payments. The maker of the Promissory Note, Patricia Nickleson Enterprises, LLC, and the Guarantor of the Note, Patrick Nickleson, have signed a Confession of Judgment for the principal balance of the Promissory Note plus accrued interest through April 2011. The Confession of Judgment has been filed with Dakota County District Court and is in the process of being docketed in both Dakota County and Washington County. The City will not have to bring any lawsuit against Patricia Nickleson Enterprises, LLC or Patrick Nickleson

because, by virtue of the Confession of Judgment, a Court judgment is already being entered against these two parties.

Section 2. Lawsuit Against Franchisor. Patrick Nickleson and Patricia Nickleson Enterprises, LLC have brought a lawsuit against the A&W Franchisor and its parent company (A&W Restaurants, Inc. and Yum! Brands, Inc.). The complaint in the lawsuit essentially alleges that the Franchisor violated certain protections afforded by state and federal laws to Franchisees. The complaint further alleges that the Franchisor misrepresented the financial revenue projections that it presented to the Franchisee.

Paragraphs 116 and 117 of the complaint allege that the Franchisee forwarded the misleading financial information provided by the Franchisor to the City and the City relied on the financial information when the City loaned the Franchisee \$50,000.

The attorney for the Franchisee is the law firm of Dady & Gardner, P.A. The principal attorney in that firm is J. Michael Dady. Dady is a prominent franchisee attorney and has a national reputation. He specializes only in franchise cases.

Analysis indicates that the City has an independent claim against the Franchisor. The claim is grounded in fraud and misrepresentation. The essence of the claim is that the Franchisor knew or should have known that the financial information would be given to the City and that the City would rely upon it. By relying on the alleged misleading information, the City was harmed.

Dady is willing to represent the City on a contingency basis. Dady will add the City as a party to the existing action and pursue the City's claim against the Franchisor. The City's lawsuit against the Franchisor would not be a waiver of any rights the City has against the Franchisee and it has been made clear to Dady that the City will not execute any waiver of its rights against the Franchisee as a condition of beginning the lawsuit against the Franchisor.

The contingent fee arrangement would be that the City would pay for costs incurred on its behalf such as filing fees, copying costs and court reporter costs for a deposition, such as the deposition of Joe Lynch or the deposition of Councilmembers. Per conversations with Dady's office, it is estimated that out of pocket costs would not exceed \$5,000.

Attorneys fees would only be paid if the City collected money from the Franchisor. Dady would receive 38.33% of the total amount recovered. The fee arrangement does not cover an appeal.

Section 3. Council Action. The Council is asked to consider the attached resolution (a) to approve the proposed fee agreement with Dady & Gardner and (b) to authorize the commencement of the lawsuit against the Franchisor (A&W Restaurants, Inc. and Yum! Brands, Inc.). Since the last time this matter was reviewed with the Council, three (3) events have happened:

1. The Dady law firm agreed to limit the contingency to 38.33%. There will not be an increase in the percentage fee if the matter proceeds to trial.

2. The maker of the Promissory Note, Patricia Nickleson Enterprises, LLC, and the Guarantor of the Note, Patrick Nickleson, have signed a Confession of Judgment for the principal balance of the Promissory Note plus accrued interest through April 2011. The Confession of Judgment has been filed with Dakota County District Court and is in the process of being docketed in both Dakota County and Washington County. The City will not have to bring any lawsuit against Patricia Nickleson Enterprises, LLC or Patrick Nickleson because, by virtue of the Confession of Judgment, a Court judgment is already being entered against these two parties.
3. The Dady law firm has confirmed that the best estimate of out of pocket costs would not exceed \$5,000.

Attachment

DADY & GARDNER, P.A.

TRIAL LAWYERS

Lawyers for franchisees...

John D. Holland

Attorney

jholland@dadygardner.com

Direct: 612-359-3504

5100 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
Office: 612-359-9000
Fax: 612-359-3507
www.dadygardner.com

April 26, 2011

Via Email – tkuntz@levander.com

City of Inver Grove Heights
c/o Tim Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075

Re: Representation of Your Interests

Dear Folks:

We are writing to confirm the terms pursuant to which our firm would agree to represent the interests of the City of Inver Grove Heights, in connection with seeking to recover the amounts it lost in connection with its transactions with Patrick Nickleson and his corporations related to their investing in the establishment of an A&W Drive-In restaurant in Inver Grove Heights.

We would agree to represent your interests in this matter in consideration for your agreement to pay our firm thirty-eight and one-third percent (38 1/3%) of the total amount recovered on your behalf (including all amounts recovered on your behalf for damages, costs, disbursements and attorneys' fees). In the event there is an award of fees by a court for our services rendered for you, and that award of fees for our services rendered for you is greater than thirty-eight and one-third percent of the total amount recovered, you agree that we may keep the entire amount for attorneys' fees awarded for our services rendered to you.

In consideration for your agreement to make such a payment, we would agree to represent your interests through a trial on the merits, and to defend against any appeals by adverse parties. Appeals on your behalf to an appellate court from an adverse verdict or decision at the trial court level would be at the firm's sole discretion, absent a new fee agreement.

City of Inver Grove Heights
c/o Tim Kuntz
April 26, 2011
Page 2

In the event you should elect to end Dady & Gardner, P.A.'s representation of your interests in this matter before this matter has been concluded, you will be obligated to pay us for the reasonable value of our services rendered on your behalf up to that time, and to reimburse us for any costs we have advanced on your behalf. Either we will come to an agreement upon the amount due or we will agree to have some third person determine the value of our reasonable services, which will be binding on all of us.

As this matter will result in litigation, you should be aware that you, including your employees, and your affiliates, have a legal duty to preserve all relevant paper and electronic stored information (e.g., computerized text files, e-mails, spread sheets, and/or backup files, referred to herein as "ESI") related to the potential dispute. Your duty to preserve such information includes the requirement to suspend information-destruction policies and procedures affecting the relevant ESI, including, without limitation, the suspension of routine procedures (such as automatic deletion of emails and other ESI) that could lead to the deletion of ESI within your information system.

You agree to be ultimately responsible for only those costs advanced in connection with this matter that relate directly to the specific claims of the City of Inver Grove Heights and no others (e.g., costs incurred in connection with defending a deposition of a representative of the City of Inver Grove Heights, and costs incurred in connection with producing documents in the custody of Inver Grove Heights).

No settlement of the claims of the City of Inver Grove Heights in this matter will be made without your consent.

In the event we settle this case based on payments to you over time, our fee would be calculated based on the present value of the payments over time, and would be due at the time the settlement is approved by you.

To illustrate our fee agreement by way of example, assume that we are successful in negotiating a settlement of your claims for \$50,000 in cash. Assume also that there is \$1,000 in unreimbursed costs advanced directly attributable to our work for the City of Inver Grove Heights. In this example, our firm would be due a total of \$19,165 for attorneys' fees, and you would receive the benefit of \$29,835 in cash.

We would reserve the right to withdraw from this case if, after obtaining a more complete factual background, and analyzing the applicable legal and collectability issues, the firm feels that it is not feasible for us to proceed. In such a case, we would advise you of the reasons for such a decision, and there would be no charge for attorneys' fees, but you would be responsible for reimbursing us for costs advanced specifically for you.

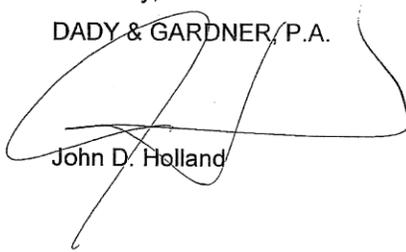
City of Inver Grove Heights
c/o Tim Kuntz
April 26, 2011
Page 3

Finally, while we do not anticipate that any conflict of interest would arise between the City of Inver Grove Heights and Patrick Nickleson and his companies in connection with our representation of all of you in this matter, if any such conflict would arise, you agree that we may then withdraw from the further representation of your interests in connection with that conflict and that we may continue to represent Patrick Nickleson and his companies in relation thereto.

If this is a fair understanding of our agreement as to costs and attorneys' fees, kindly sign this letter in the space indicated, and return it to us. I am enclosing an extra copy of the fee letter for your records.

Sincerely,

DADY & GARDNER, P.A.

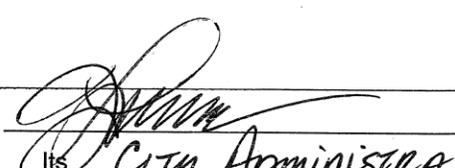

John D. Holland

JDH

AGREED:

CITY OF INVER GROVE HEIGHTS

4/26/11
Date

By 
Its CITY ADMINISTRATOR

cc: J. Michael Dady, Esq.

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

RESOLUTION NO. _____

**RESOLUTION APPROVING ATTORNEY SERVICES AGREEMENT WITH LAW
FIRM OF DADY & GARDNER, P.A. AND AUTHORIZING LAWSUIT AGAINST
A&W RESTAURANT, INC. AND YUM! BRANDS, INC.**

WHEREAS, this resolution relates to litigation involving the City and A&W Restaurant, Inc. and Yum! Brands, Inc. regarding the 2009 loan made by the City to Patricia Nickleson Enterprises, LLC for the construction of the A&W Restaurant in Inver Grove Heights.

WHEREAS, in May 2009, the City provided three (3) forms of financial assistance to Patricia Nickleson Enterprises, LLC to assist with the completion of the A&W Restaurant in Inver Grove Heights. Patricia Nickleson Enterprises, LLC (Developer) has defaulted and the City is exploring its remedies.

WHEREAS, the City entered into a Contract for Private Development with Patricia Nickleson Enterprises, LLC (“Contract”) dated May 6, 2009. Pursuant to the Contract, the City provided several forms of financial assistance to Developer to assist Developer with the construction of an A&W Restaurant on property located in Municipal Development District No. 3. in the City. This assistance included:

1. Real estate tax abatement assistance in the amount of up to twenty thousand dollars (\$20,000). The real estate tax abatement was to be paid to Developer in the amount of \$1,000 per real estate tax installment (\$2,000 per year) for ten (10) years beginning with the second real estate tax installment in 2011.
2. A Site Improvement Loan in the amount of fifty thousand dollars (\$50,000) and business subsidies related to the interest payable on the Site Improvement Loan. The Site Improvement Loan was to be repaid by means of a Promissory Note for \$50,000.
3. Business subsidies related to the interest payable on the Utility Assessment. The City specially assessed \$9,840 against the A&W property for utility work. This sum of \$9,840 is payable with real estate taxes.

Patrick Nickleson and Patricia Nickleson personally guaranteed the Site Improvement Loan for \$50,000.

WHEREAS, the City is aware that several Events of Default, as defined in the Contract, have occurred. These Events of Default include, but are not limited to, the following:

- Failure by the Developer to observe or perform any material covenant, condition, obligation, or agreement on its part to be observed or performed under the Contract.
- Failure by the Developer to make payments on the \$50,000 Promissory Note under Section 3.4 of the Contract.
- Failure to meet or maintain the full-time equivalent job and wage requirements for the Minimum Improvements pursuant to the time frames under Section 3.6(c) of the Contract.
- Failure to maintain and operate the Minimum Improvements as an A&W Restaurant until the Termination Date as provided by Section 10.3 of the Contract.
- The filing of any petition in bankruptcy under the United States Bankruptcy Act or under any similar federal or state law.

Specifically, Developer has failed to make the requisite payments on the Promissory Note since October of 2010, missing payments due on October 1, 2010, November 1, 2010, December 1, 2010, January 1, 2011, February 1, 2011, March 1, 2011 and April 1, 2011. Developer has also failed to maintain the required full-time equivalent job and wages and failed to maintain and operate the Minimum Improvements as an A & W Restaurant until the Termination Date by ceasing operation on or before February 12, 2011. Finally, Guarantor Patricia Nickleson filed a petition for bankruptcy and received a discharge on October 13, 2010.

WHEREAS, based on these Events of Default, the City will not be paying the real estate tax abatement to the Developer.

WHEREAS, the special assessments (\$9,840) for utilities were certified to Dakota County for collection with the real estate taxes and no further action is required with respect to the special assessments.

WHEREAS, based on the Events of Default, the City has sent demand letters to Developer and Guarantors for the Promissory Note payments. The maker of the Promissory Note, Patricia Nickleson Enterprises, LLC, and the Guarantor of the Note, Patrick Nickleson, have signed a Confession of Judgment for the principal balance of the Promissory Note plus accrued interest through April 2011. The Confession of Judgment has been filed with Dakota County District Court and is in the process of being docketed in both Dakota County and Washington County. The City will not have to bring any lawsuit against Patricia Nickleson Enterprises, LLC or Patrick Nickleson because, by virtue of the Confession of Judgment, a Court judgment is already being entered against these two parties.

WHEREAS, Patrick Nickleson and Patricia Nickleson Enterprises, LLC have brought a lawsuit against the A&W Franchisor and its parent company (A&W Restaurants, Inc. and Yum!

Brands, Inc.). The complaint in the lawsuit essentially alleges that the Franchisor violated certain protections afforded by state and federal laws to Franchisees. The complaint further alleges that the Franchisor misrepresented the financial revenue projections that it presented to the Franchisee.

WHEREAS, Paragraphs 116 and 117 of the complaint allege that the Franchisee forwarded the misleading financial information provided by the Franchisor to the City and the City relied on the financial information when the City loaned the Franchisee \$50,000.

WHEREAS, the attorney for the Franchisee is the law firm of Dady & Gardner, P.A. (Dady). The principal attorney in that firm is J. Michael Dady. Analysis indicates that the City has an independent claim against the Franchisor. The claim is grounded in fraud and misrepresentation. The essence of the claim is that the Franchisor knew or should have known that the financial information would be given to the City and that the City would rely upon it. By relying on the alleged misleading information, the City was harmed.

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

1. The Council hereby ratifies, approves and agrees to the attached fee agreement with the law firm of Dady & Gardner, P.A.
2. Council authorizes and ratifies commencement of a lawsuit against A&W Restaurant, Inc. and Yum! Brands, Inc.

Passed this 9th day of May, 2011.

George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Acquisition of 4301 – 63rd Street East

Meeting Date: May 9, 2011
 Item Type: Consent
 Contact: Thomas J. Link: 651-450-2546
 Prepared by: Tom Link, Director of Community Development
 Reviewed by: N/A



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

PURPOSE/ACTION REQUESTED

The City Council is to consider adoption of the enclosed Resolution Approving the Acquisition of Property at 4301 – 63rd Street East.

SUMMARY

The City established the Doffing Avenue Voluntary Acquisition Program in the late 1990’s to acquire properties in the Doffing Avenue Area. The purpose of this program is to acquire properties, on a voluntary basis, so that the buildings can be removed, the floodplain restored, and the area eventually redeveloped as a community park.

The City has a contract with the Dakota County Community Development Agency (CDA) to assist with the administration of the acquisition program. The CDA has sent letters to all Doffing Avenue Area property owners informing them of the voluntary acquisition program. The City and the CDA have acquired twenty properties and received inquiries from other property owners interested in possibly selling to the City.

Bill McPhillips is the owner of a vacant property at 4301 – 63rd Street East. The property is legally described as parts of Lots 1, 2, 3, 4, 5, and 6, Block 30, Inver Grove Factory Addition. Mr. McPhillips contacted the CDA and requested the City to purchase the property. The property lies within the Mississippi River Floodplain and, therefore, qualifies for acquisition under the Doffing Avenue Voluntary Acquisition Program.

The City Council discussed this matter in March and directed the CDA and staff to proceed with a purchase agreement. The enclosed resolution would approve the acquisition of the property, through the CDA. The resolution also authorizes payment of \$115,219, the CDA’s appraised fair market value minus some of the costs to remediate soil contamination. Since the property is vacant, the acquisition does not qualify for reimbursement from the DNR or CDBG grants. The funding would come from the City’s Host Community Fund.

Staff recommends approval of the Resolution Approving the Acquisition of Property at 4301 – 63rd Street East.

Enc: Resolution
 Purchase Agreement
 Map

cc: Dan Rogness, Dakota County Community Development Agency

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING THE ACQUISITION OF PROPERTY
AT 4301 – 63rd STREET EAST**

WHEREAS, the City established the Doffing Avenue Voluntary Acquisition Program in the late 1990's; and

WHEREAS, the purpose of the program is to acquire properties, on a voluntary basis, in the Doffing Avenue Area, remove buildings, restore the floodplain, and eventually redevelop it as a community park; and

WHEREAS, Bill McPhillips is the owner of a vacant property at 4301 – 63rd Street East, legally described as Lots 1, 2, 3, 4, 5, and 5, Block 30, Inver Grove Factory Addition, Dakota County, Minnesota, and has requested the City to acquire his property; and:

WHEREAS, said property lies in the Mississippi River Floodplain and therefore qualifies for the Doffing Avenue Voluntary Acquisition Program.

NOW, THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS hereby approves the acquisition of 4301 – 63rd Street East from Bill McPhillips, through the offices of the Dakota County Community Development Agency; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS hereby authorizes payment in the amount of \$115,219, to be paid for from the City's Host Community Fund.

NOW, THEREFORE, BE IT FURTHER RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS hereby approves the attached Purchase Agreement.

Passed by the City Council of the City of Inver Grove Heights on the _____ day of _____, 2011.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy Clerk

PURCHASE AGREEMENT

This Agreement is made this 9th day of May, 2011, by and between Southview Sanitation Company, a Minnesota corporation, also known as Southview Sanitation, Inc. (hereinafter referred to, individually and collectively as the "Seller"), and the Dakota County Community Development Agency (CDA), a public body corporate and politic organized under the laws of Minnesota (hereinafter referred to as the "Buyer").

Section 1. Purchase Price. The Dakota County CDA desires to purchase property located at 4301 63rd Street East, Inver Grove Heights, MN, legally described as Lots 1, 2, 3, 4, 5 and 6, Block 30, Inver Grove Factory Addition, County of Dakota, State of Minnesota, including all improvements (hereinafter referred to as the "Property") all of which the undersigned Seller has this day sold to Buyer for the sum of One Hundred and Fifteen Thousand and Two Hundred and Nineteen Dollars (\$115,219) to be paid on the date of closing.

Section 2. Free of Liens. Seller hereby agrees to sell the Property to Buyer free of any liens, mortgages and encumbrances, except as set forth in Section 3; and the Buyer agrees to purchase the Property free of any liens, mortgages and encumbrances, except as set forth in Section 3.

Section 3. Warranty Deed. Seller shall convey the Property to Buyer by Warranty Deed. The Warranty Deed to be executed and delivered by Seller to Buyer shall convey marketable title and be subject only to the following exceptions:

- a) Building, zoning and platting laws, ordinances and state and federal regulations;
- b) Reservations of any minerals or mineral rights to the State of Minnesota;
- c) The lien of current taxes not yet due and payable; and
- d) Utility easements and road easements existing at the date hereof, which do not interfere with, proposed development of the Property.

At closing, Seller shall also deliver an Affidavit of Identity that recites that Southview Sanitation Company is the same entity as Southview Sanitation, Inc.

At closing, Seller shall also deliver a corporate resolution of Southview Sanitation Company, also known as Southview Sanitation, Inc., signed by the President of the entity that recites that the Board of Directors of the entity have approved this Purchase Agreement and have authorized execution of all of the closing documents by the President of the entity.

At closing, Seller shall also deliver a Seller's Affidavit signed by the President of the Seller in substantially the same form as the Affidavit attached hereto as Exhibit A.

Section 4. Real Estate Taxes. Seller hereby agrees to pay all real estate taxes levied against the Property due and payable in the years prior to the date of closing. Any real estate taxes levied against the Property due and payable in the year of the closing shall be prorated between Seller and Buyer as of the date of the closing.

Section 5. Special Assessments. Seller agrees to pay all special assessments levied against the Property prior to the date of closing, including special assessment installments payable in the year of closing or thereafter. Seller agrees to pay all pending special assessments against the Property.

Section 6. Title Evidence. Seller shall within a reasonable time after acceptance of this Agreement, furnish an Abstract of Title or a Registered Property Abstract, or shall provide a Title Insurance Policy. Buyer shall be allowed twenty (20) days after receipt thereof for examination of said title and making of any objection thereto, said objections to be made in writing or deemed to be waived. If any objections are so made, Seller shall be allowed 120 days to make such title marketable. Pending correction of title, payments hereunder required shall be postponed, but upon correction of title and within the twenty-(20) days after written notice to Buyer, the parties shall perform this Agreement according to its terms.

Section 7. Title Examination; Market of Title. If title is not marketable and is not made so within 120 days from the date of written objections thereto as above provided, this Agreement shall be null and void, at option of Buyer, neither party being liable for damages hereunder to the other party, and any earnest money shall be refunded to Buyer. If the title to the Property is found marketable or is so made within said time, and Buyer shall thereafter default in any of the agreements and continue in default for a period of ten (10) days, then and in that case, the Seller may terminate this contract and on such termination, all the payments made under this Agreement shall be retained by the Seller as liquidated damages, time being of the essence hereof. Buyer shall not be responsible for any damages in excess of prior payments. Seller's sole and exclusive remedy for breach of this Agreement shall be cancellation of this Agreement and retention of the earnest money, if any.

Section 8. Environmental Condition Warranty. Except as identified in the Phase I Environmental Site Assessment dated October, 2004, prepared by Braun Intertec and except as identified in the Phase II Environmental Site Assessment prepared by Braun Intertec, the Seller warrants to Buyer that to the best of its knowledge no toxic or hazardous substances (including without limitation, asbestos, urea form formaldehyde, the group of organic compounds known as polychlorinated biphenyls, and any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Section 9601-9657, as amended) have been generated, treated, stored, released or disposed of, or otherwise deposited in or located on the Property, including without limitation, the surface and subsurface waters of the Property, nor has Seller undertaken any activity on the Property which caused (i) the Property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of the Resource Conservation and

Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 6901 et seq., or any similar state law or local ordinance or any other environmental law, (ii) a release or threatened release of hazardous waste from the Property within the meaning of, or otherwise bring the Property within the ambit of CERCLA, or any similar state law or local ordinance or any other environmental law, or (iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. Section 1351 et seq., or the Clean Air Act, 42 U.S.C. Section 7401 et seq., or any similar state law or local ordinance or any other environmental law.

Except as identified in the Phase I Environmental Site Assessment dated October, 2004, prepared by Braun Intertec and except as identified in the Phase II Environmental Site Assessment prepared by Braun Intertec, Seller also warrants that to the best knowledge of Seller there are no substances or conditions in or on the Property which may support a claim or cause of action under RCRA, CERCLA or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements and that to the best knowledge of Seller there are no underground deposits which contain hazardous wastes. Seller warrants there are no underground storage tanks located on the Property.

Section 9. No Unpaid Labor or Material. Seller warrants that there has been no labor or material furnished to the Property for which payment has not been made.

Section 10. Possession Date. Seller further agrees to deliver possession of the Property at the date of closing. Prior to delivery of possession of the Property, all personal property, furnishings, appliances, rubbish, debris, and other materials shall be removed from the Property by Seller at Seller's expense. The condition of the Property shall be verified by Buyer or Buyer's representative prior to closing.

Section 11. No Notice of Violations. Seller warrants that it has not received any notice from any government authorities as to violations of any laws, ordinances, or regulations with respect to the Property, except violation notices received from the City of Inver Grove Heights.

Section 12. Status of Wells. According to the records of Dakota County, there is an existing abandoned water well on the Property. If such a well is located, Buyer shall be responsible for closing the well in accordance with state and county requirements.

Section 13. Status of Septic System. Seller **does not know** of an individual sewage treatment system or septic tank on or serving the Property.

Section 14. Right of Inspection; Condition of Property. Buyer shall have the right to enter onto the Property prior to closing to make inspections and conduct soil and other tests, at its own cost.

In the event Buyer determines, in its sole discretion, that there exists unacceptable conditions on the Property that are different than the conditions set forth in the Environmental Assessments prepared by Braun Intertec, then at any time prior to closing, Buyer may terminate this Agreement.

Section 15. Contingencies. Buyer's obligation to close this transaction is expressly contingent upon the satisfaction or waiver by Buyer on or before the closing date, of the following conditions precedent:

- A. Buyer obtaining approval by the City of Inver Grove Heights to accept the assignment of and to assume its rights and interests in this Purchase Agreement prior to the closing date.
- B. Buyer and the City of Inver Grove Heights obtaining all necessary approvals and releases from the U. S. Department of Housing and Urban Development and the State of Minnesota for the expenditure of certain grant funds to purchase the property.
- C. Buyer determining pursuant to Paragraph 14 that unacceptable conditions do not exist with respect to the soils and grounds on the Property that are different than those identified in the Environmental Assessments prepared by Braun Intertec.
- D. Prior to and as a condition of closing, Seller must sign a relocation waiver in a form approved by Buyer.

In the event Buyer determines that the conditions precedent cannot be met, this Agreement will be null and void and Seller shall return all earnest money (if any) to Buyer.

Section 16. Voluntary Sale; Waiver of Relocation Benefits. Buyer and Seller agree that this is a voluntary sale by Seller. Buyer represents that Buyer would not acquire the Property in the event that negotiations between Buyer and Seller had failed to result in an amicable agreement. Seller has requested that the Property be acquired by Buyer and such request preceded any negotiations by Buyer to acquire the Property. Seller clearly showed an intent to sell the Property on the public market prior to any discussions, inquiries or negotiations by Buyer.

If the transaction set forth by this Agreement is not completed, Buyer has no present intent to acquire the Property by eminent domain and has not considered the use of eminent domain. If this Agreement is terminated for any reason, Seller is free to retain ownership of the Property or to sell the Property on the private market.

Buyer acknowledges that it has acquired other property in the general geographic area of the Property. Buyer has not set a specific time limit to acquire the Property or other properties in the general geographic area and Buyer has not determined whether to acquire such properties.

Seller and Buyer agree that the Purchase Price set forth in this Agreement is a lump sum price which includes any and all payments to which Seller may be entitled under any applicable state or

federal law or regulations providing for relocation assistance, services, payments and benefits of any kind. As Buyer and Seller agree that this is a voluntary sale, state and federal law permit Buyer to request a waiver of relocation benefits from Seller. Prior to and as a condition of closing, Seller will be required to sign a relocation waiver, the form of which is subject to the approval of Buyer. Buyer will arrange for a relocation consultant to meet with Seller prior to closing. The relocation consultant will determine the amount of relocation benefits for which Seller would be eligible if this were a non-voluntary sale. If Seller does not waive relocation benefits, this Agreement will be terminated, the earnest money (if any) shall be returned to Buyer, and Seller will be free to retain ownership of the Property or to sell the Property on the private market.

Section 17. Acknowledgment of Fair Market Value. Buyer and Seller agree that the purchase price listed in this Agreement represents the fair market value of the Property which has been determined by an appraisal or other method of valuation acceptable to the Buyer and Seller.

Section 18. Survival of Warranties. The representations, warranties, and covenants of Buyer and Seller contained in this Agreement shall survive the conveyance of the Property and shall not be merged with the Warranty Deed.

Section 19. Assignment of Agreement. Nothing in this Agreement, expressed or implied, is intended to confer upon any person other than the parties hereto and the heirs, executors, personal representatives, successors and assigns, any rights or remedies under or by reason of the Agreement. No assignment of this Agreement or any rights or obligations hereunder shall be effective unless the written consent of the other party is first obtained, except the assignment by Buyer of its interest in this Agreement to the City of Inver Grove Heights.

Section 20. Amendment of Agreement. This Agreement may be amended only by a written instrument executed by Buyer and Seller.

Section 21. Entire Agreement. This Agreement embodies the entire agreement between the parties with relation to the transaction provided for herein, and there have been and are no covenants, agreements, representations, warranties, or restrictions between the parties with regard thereto other than those set forth herein.

Section 22. Date of Agreement. All references in the Agreement to “the date of this Agreement” shall be deemed to refer to that date set forth in the introductory clause of this Agreement.

Section 23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

Section 24. Time of Essence. Time is of the essence in the closing of this transaction.

Section 25. Closing Date. Unless the closing date is extended by mutual agreement, the closing shall occur on or before June 3, 2011.

Section 26. Costs of Closing. Buyer agrees to pay all costs of closing except the following costs which shall be paid by Seller:

- a) costs of updating or perfecting marketable title to the Property;
- b) costs of obtaining and filing any documents necessary to prove clear title;
- c) State Deed Tax and Conservation Fee;
- d) prorated taxes as specified herein;
- e) any unpaid assessments or municipal utility charges; and
- f) any costs associated with reinstating the good standing corporate status of the Seller.

Section 27. Severability. In the event any one or more of the provisions of this Agreement, or any application thereof, shall be found to be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provision or any application thereof shall not in any way be affected or impaired thereby.

Section 28. Counterparts. This Agreement may be executed in any number of counterparts; each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

Section 29. Sole Remedy. In the event of a default by Seller prior to closing, Buyer's sole remedy hereunder shall be limited to termination of this Agreement and the return of the earnest money (if any). In the event of a default by Buyer prior to closing, Seller's sole remedy hereunder shall be limited to termination of this Agreement and the retention of the earnest money (if any).

Section 30. Notice. Any notice required to be given by Seller to Buyer shall be deemed to have been given on the day of delivery if personally delivered, or if by mail, three (3) days after the date that it is deposited in the United States Mail, postage prepaid, sent by certified mail and addressed as follows:

Dakota County Community Development Agency
1228 Town Centre Dr.
Eagan, MN 55123
ATTN: Dan Rogness

Any notice required to be given by Buyer to Seller shall be deemed to have been given on the day of delivery if personally delivered, or if by mail, three (3) days after the date that it is deposited in the United States Mail, postage prepaid, sent by certified mail and addressed as follows:

Southview Sanitation Company
11798 Akron Avenue
Inver Grove Heights, MN 55077
ATTN: Bill McPhillips

Section 31. No Broker Fees. Each party represents to the other that it has not retained nor otherwise dealt with or entered into any agreement or understanding to compensate any brokers or finders in connection with this transaction. Buyer and Seller each agree to indemnify the other against any loss, cost or expense, including attorneys' fees, as a result of any claim for a fee or commission asserted by any broker or finder with respect to this Agreement or the consummation of the transactions contemplated hereby whose claim arises through alleged dealings with him or her by such indemnifying party.

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

Southview Sanitation, Company, the undersigned owner of the above-described Property, does hereby accept this Agreement and sale hereby made.

The Dakota County Community Development Agency, as Buyer, agrees to purchase the above-described Property for the price and on the terms and conditions set forth above.

By: _____

By: _____

Mark S. Ulfers
Its Executive Director

Its: _____

4. Any bankruptcy, or dissolution proceeding of record against business entities with the same or similar names, during the time period in which the Business Entity had any interest in the Premises are not against the Business Entity.

5. Any judgements or tax liens of record against entities with the same or similar names are not against the Business Entity.

6. There has been no labor or materials furnished to the Premises for which payment has not been made.

7. There are no unrecorded contracts, leases, easements, or other agreements or interests relating to the Premises except as stated herein:

8. There are no persons in possession of any portion of the Premises other than pursuant to a recorded document except as stated herein:

9. There are no encroachments or boundary line questions affecting the Premises of which Affiant(s) (has) (have) knowledge.

Affiant(s) know(s) the matters herein stated are true and make(s) this Affidavit for the purpose of inducing the passing of title to the Premises.

Affiant(s)

(signature)

(signature)

Signed and sworn to before me on _____, by _____
(month/day/year)

(insert name of person making statement)

(Seal, if any)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

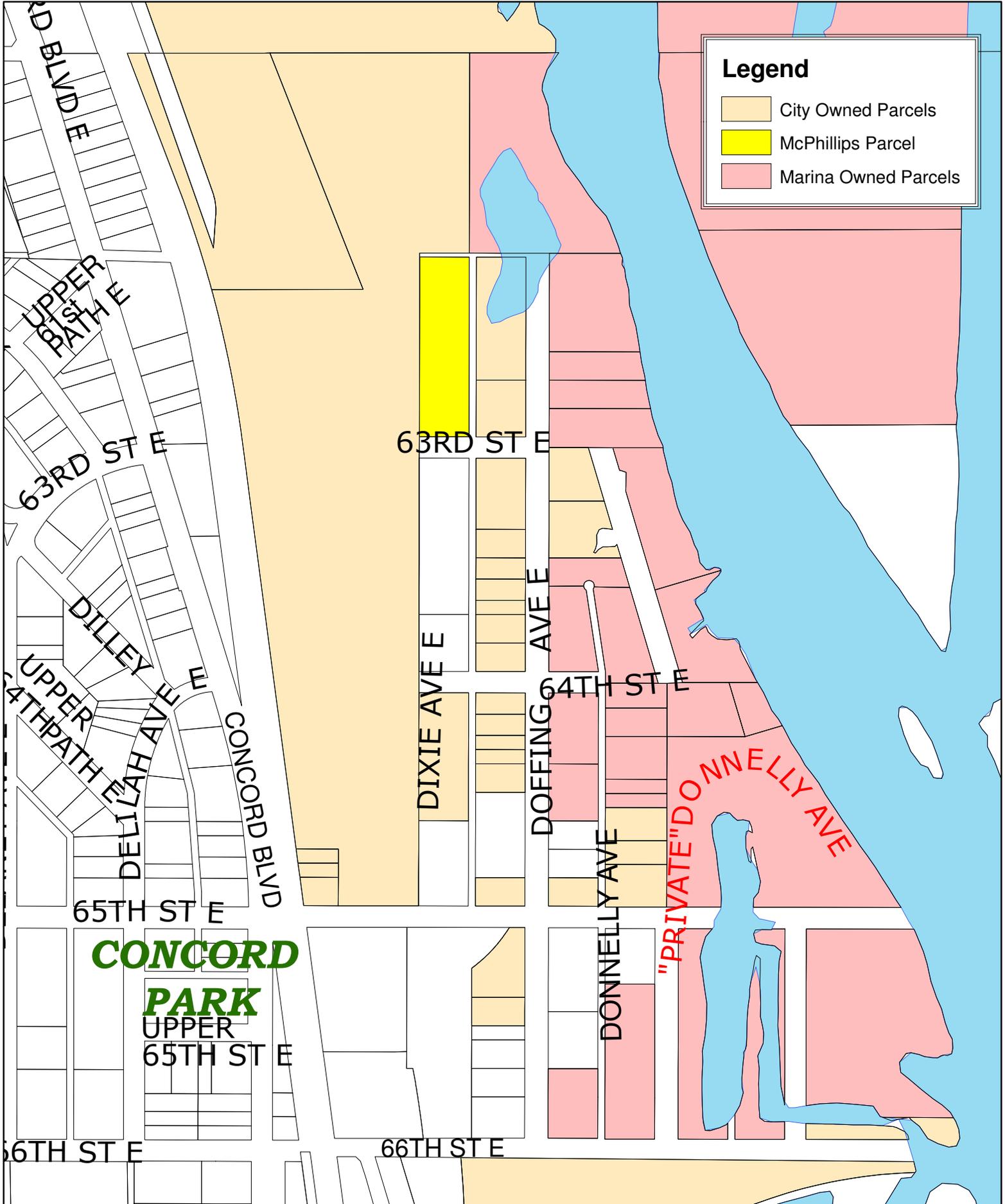
THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

Schedule "A" Legal Description



Doffing Avenue Voluntary Acquisition Program

March, 2011



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Veterans Memorial Community Center/The Grove Aquatic & Fitness Center Phase 1 Interior Signage

Meeting Date: May 9, 2011
Item Type: Consent Agenda
Contact: Tracy Petersen – 651.450.2588
Prepared by: Tracy Petersen
Reviewed by: Eric Carlson – Parks & Recreation

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 bid from Archetype Signs in the amount of \$13,788.00 for Veterans Memorial Community Center/The Grove Aquatic & Fitness Center Phase I interior signage.

SUMMARY

The 2007 VMCC Operational Audit recommends a need to provide a more solid identification/identity for the community center as well as provide the building with a warmer atmosphere.

With this year’s current projects of remodeling the locker rooms and the painting of most major areas in The Grove Aquatic & Fitness Center, it was an opportunity to update and re-brand all of the existing signage.

New interior signage (phase I) will include both way-finding and identification signage in the pools, fitness center, track, studio, lobby, rooms adjacent to the leisure pool and hallway areas.

Staff has worked with Visual Communications to identify and to design the appropriate signs needed. All signage meets ADA and health department regulations. The plan will significantly improve our overall image and allow our members/guests more useful and helpful directional and policy/rule signage.

Bid includes permanent signage as well as signage that can be changed should policies, rules and/or regulations change. Installation of signage would be completed in concurrence with completion of the locker room and painting projects.

Phase II (ice arena & National Guard) would potentially be completed in 2012.

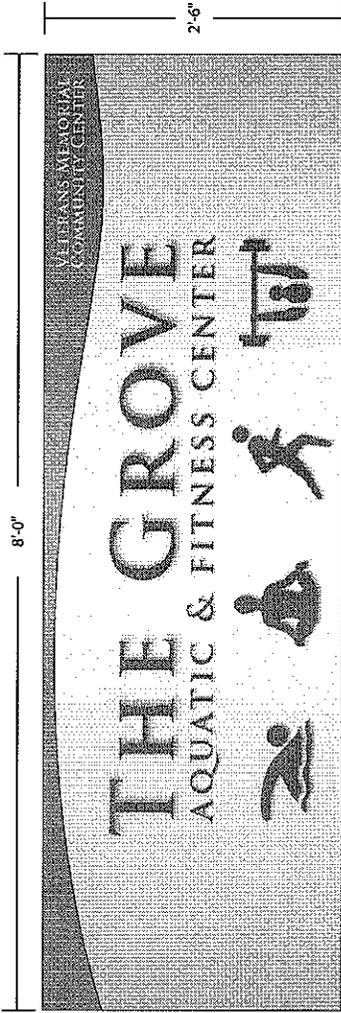
City of Inver Grove Heights
Veteran's Memorial Community Center
Pricing for the Grove Signage



435 Cleveland Avenue North Suite 203 4th League Park Saint Paul, MN 55109

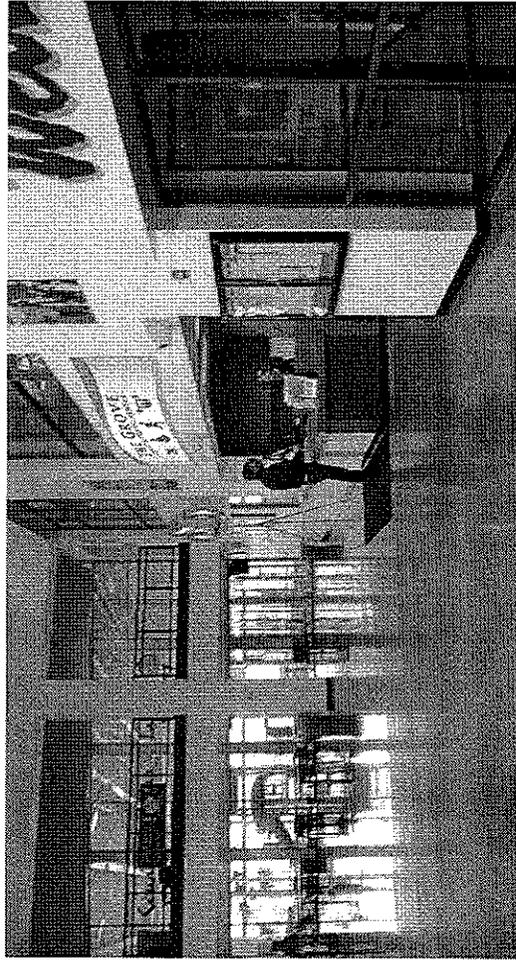
5.3.2011

Key	SignType	Archetype			SignArt		
		Unit Price	Quantity	Total Cost	Unit Price	Quantity	Total Cost
A	Overhead - Large at Grove Info Desk	\$880.00	1	\$880.00	\$980.00	1	\$980.00
B	Overhead - Curved at Soffit	\$410.00	2	\$820.00	\$640.00	2	\$1,280.00
C	Overhead - Flat Directional	\$320.00	4	\$1,280.00	\$520.00	4	\$2,080.00
D	Soffit Mt Over Door	\$84.00	16	\$1,344.00	\$120.00	16	\$1,920.00
E	Wall Mount Directional with map	\$380.00	1	\$380.00	\$550.00	1	\$550.00
F	Flag	\$188.00	3	\$564.00	\$220.00	3	\$660.00
F1	Small Flag	\$138.00			\$160.00		
G	ADA Lg with insert for schedule	\$124.00	7	\$868.00	\$150.00	7	\$1,050.00
H	ADA Large	\$124.00	11	\$1,364.00	\$145.00	11	\$1,595.00
J	ADA Sml	\$68.00	17	\$1,156.00	\$70.00	17	\$1,190.00
K	Digital Print 3 X 4	\$100.00	5	\$500.00	\$120.00	5	\$600.00
L	Digital Print 2 X 3	\$72.00	11	\$792.00	\$80.00	11	\$880.00
M	Sml Misc (not ADA -Baby Changing, Capacit	\$28.00	3	\$84.00	\$28.00	3	\$84.00
N	Sml Insert Holder (Letter Size - 8 1/2 X 11)	\$38.00	36	\$1,368.00	\$50.00	36	\$1,800.00
P	Lrg Insert Holder (Tabloid Size - 11 X17)	\$48.00	6	\$288.00	\$75.00	6	\$450.00
	Install			\$1,200.00			\$1,200.00
	Map and Insert layouts			\$900.00			\$900.00
	PROJECT TOTAL			\$13,788.00			\$17,219.00



1 1/2" I
 T
 7" T
 3"

SELECTED OPTION
 SIGN 2 - THE GROVE - DESK IDENTIFICATION - NON ILLUM. INDIV. DARK GRAY LETTERS. FLUSH MOUNT TO CURVED SIGN PANEL.
 SCALE: 1" = 1'-0"



SIGN 2 - MAIN DESK IDENTIFICATION - AT THE GROVE



City of Inver Grove Hts.
 Veterans Memorial
 Community Center
 8055 Barbans Ave
 Inver Grove Hts.
 MN 55127-3430

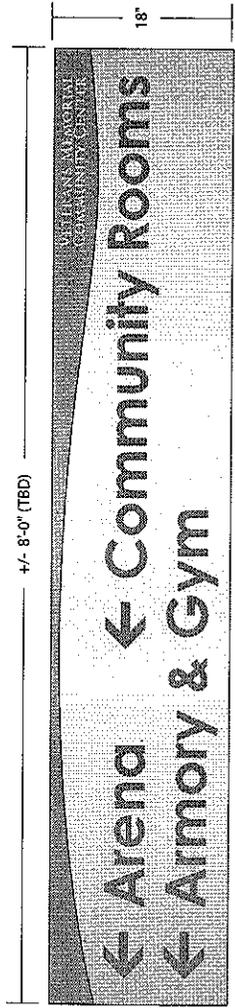
Interior
 Signage Design
 & Standards



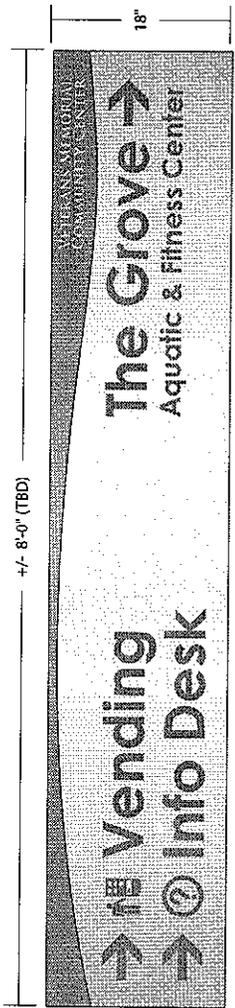
VISUAL
 Communications
 475 Cleveland
 Avenue North
 Suite 223
 Ivy League Plaza
 Saint Paul
 Minnesota
 55104
 651-644-4494
 651-644-4289

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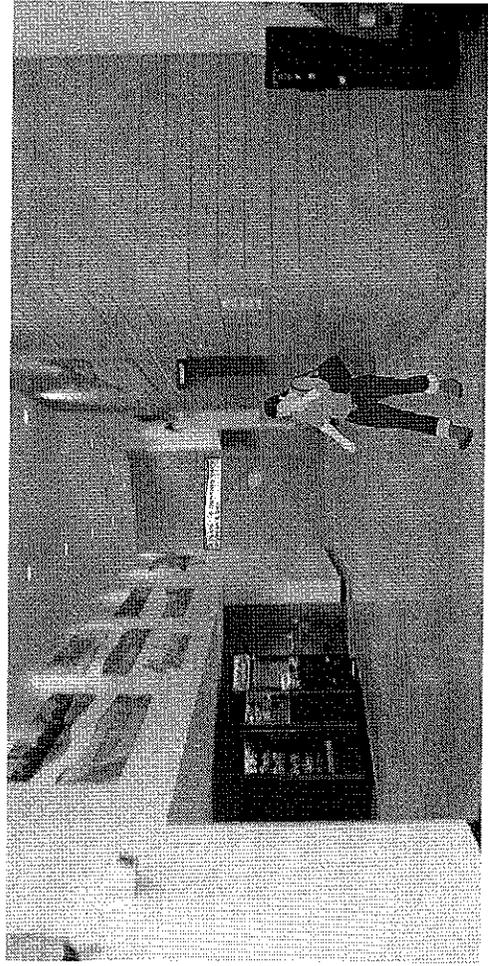
Project: 11.01.03
 Date: 02/07/11
 Rev: 08/24/11



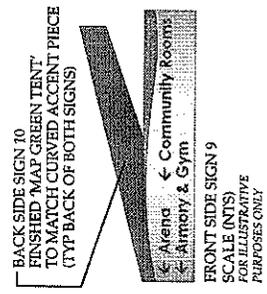
SELECTED OPTION
SIGN 9 - OVERHEAD DIRECTIONAL - CUSTOM "V" SHAPE (SEE TOP VIEW)
SCALE: 1" = 1'-0"



SELECTED OPTION
SIGN 10 - OVERHEAD DIRECTIONAL - CUSTOM "V" SHAPE (SEE TOP VIEW)
SCALE: 1" = 1'-0"

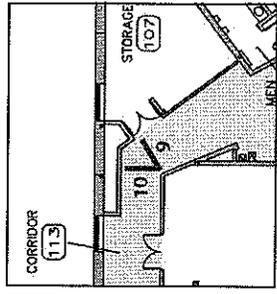


SIGN 9 - OVERHEAD DIRECTIONAL (PICTURED)



BACK SIDE SIGN 10
FINISHED MAP GREEN TENT
TO MATCH CURVED ACCENT PIECE
(TYP BACK OF BOTH SIGNS)

FRONT SIDE SIGN 9
SCALE (INTS)
FOR IDENTIFICATION
PURPOSES ONLY



TOP VIEW OF SIGNS 9 & 10



City of Inver Grove Hts
Veterans Memorial
Community Center
8055 Bluebon Ave
Inver Grove Hts
MN 55077-3430

Interior
Signage Design
& Standards



VISUAL
COMMUNICATIONS
475 Cleveland
Avenue North
Suite 223
By Lake Park
Saint Paul
Minnesota
55104
651-644-4464
651-644-4289

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Project: 11.01.03
Date: 02/07/11
Rev: 03/24/11

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Amendment to the Code of Conduct for Veterans Memorial Community Center

Meeting Date: May 9, 2011
 Item Type: Consent
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Bethany Adams
 Reviewed by: Eric Carlson – Parks & Recreation

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 changes and additions that have been made to the Code of Conduct for Veterans Memorial Community Center.

SUMMARY

The Code of Conduct was first created and approved in February 2010. In the past year there have been a couple of small changes that have been made to our policies. Staff has also decided to add a detailed list of rules for sauna use in the locker room. There have been some incidents where rules have needed to be looked at in regards to the sauna and we feel it is important for them to be included in the document. Adding them will help enforce the policies properly.

Please see the attached updated Code of Conduct. This has all updates/additions have been underlined.

Staff asks council to approve this updated document.

Veterans Memorial Community Center Code of Conduct

The following policies have been adopted by the City of Inver Grove Heights in order to ensure a safe positive and healthy environment. Additional policies may be added as circumstances warrant.

Purpose: The health, safety and well-being of every patron utilizing the Veterans Memorial Community Center is our primary objective. Respect for the staff, patrons, other members and the building is paramount.

Code of Conduct: The Center shall enforce adopted rules regarding negative guest/member conduct while on site, including, but not limited to the following: tobacco use, profanity, rowdy or disruptive behavior, conduct that is of an inappropriate, threatening or offensive nature, fighting, mischief, harassment or intimidation by words, gestures, body language, or any menacing behavior, any demonstration of sexual activity or sexual contact with another person, theft or behavior that results in the destruction of property and *alcohol/drug/or other substance use or possession. Veterans Memorial Community Center staff shall be the sole judge of what constitutes inappropriate conduct and behavior covered by this policy. The Community Center is a family based facility and all participants will be expected to conduct themselves accordingly. Participants who exhibit inappropriate behavior may be either temporarily or permanently expelled from the facility. Center staff will involve the Inver Grove Heights Police, when necessary, to enforce this policy. *Alcohol may only be served by a specified licensed liquor provider during a permitted rental event at the center with security from the police department present during the event.

Enforcement:

Members and guests are encouraged to be responsible for their personal comfort and safety, and to ask any person whose behavior threatens their comfort to refrain. If a member or guest feels uncomfortable in confronting the person directly, they should report the behavior to a staff person or the Manager on Duty. The Management will investigate all reported incidents of a violation of this Code of Conduct. Actions taken by Community Center staff in response to violations of this Code of Conduct or other rules and policies of the Center will depend on the incident, and surrounding circumstances. A violation of this Code of Conduct or other rules and policies of the Center may result in an enforcement action ranging from a verbal warning up to and including the revocations of membership privileges. In most cases, enforcement action will consist of the following:

1. **First Violation:** a verbal warning will be given.
2. **Second Violation:**
 - a. For minors under the age of 18, a time out period may be mandated. At this time the minor may be required, in the presence of staff, to notify his/her parents/guardians of his/her actions.

- b. Adults who violate the Code of Conduct or any other Center policy may be asked to leave the Community Center immediately.
3. **Third Violation:** the member's membership privileges will be suspended and the member will be asked to leave the Community Center and not return until a specified date. The length of the suspension is at the discretion of a Manager based upon on the severity of the violation and surrounding circumstances.
 - a. For minors under the age of 18, the minor may be required to wait in an assigned area while staff contacts a parent/guardian to inform them of the violation with the expectation that the parent will arrive shortly to pick up their child.
 - b. Adults over the age of 18 will be notified by a Manager of the violation, and the length of suspension and asked to leave the Community Center immediately for the suspension period.
4. **Fourth Violation:** the member's membership will be revoked. All membership and daily privileges will be revoked and the offender will not be allowed back into the Community Center.

Appeal of Suspension or Termination of Membership Privileges:

A member whose membership privileges are suspended or revoked may appeal such a suspension or revocation to the Parks and Recreation Director. A member who wishes to appeal to the suspension or revocation of their membership privileges shall file a written request to appeal the suspension or revocation on the form provided by the Community Center with the Parks and Recreation Director within five (5) days of the date the notice of the suspension or revocation is delivered in person or mailed to the member. The Parks and Recreation Director shall hear all appeals of membership suspensions and revocations, and may uphold, modify, or overturn the suspension or revocation of the membership. If the member is not satisfied with the outcome they can appeal to the City Administrator and then to the City Council if necessary.

Veterans Memorial Community Center Policies

COMMON AREAS/OVERALL BUILDING AREAS

- Respect community center staff, patrons and equipment.
- All children under 10 years of age are required to have a responsible person (16 years or older) providing supervision in the center at all times, with the exception of a child participating in an organized activity or located in the childcare room while the responsible person is working out.
- Please walk, do not run in hallways and locker rooms.
- Clothing and shoes are required when outside the pool area.
- Organized meetings in common areas are only permitted if organized through the Community Center.
- For safety reasons, we do not allow glass containers anywhere within the Community Center, unless authorized by Community Center staff.
- No overnight personal storage will be permitted in the building unless prior approval is obtained from staff with the exception of those members who have rented a permanent locker.
- A photo I.D. is required for checking out Community Center property (locks, towels).
- The Community Center reserves the right to deny admission to anyone who appears to be under the influence of alcohol or a controlled substance.
- The City of Inver Grove Heights, and its personnel, are not responsible for items lost, stolen, left on site or left in vehicle.
- No pets other than service animals or animals that are part of an approved event are allowed in Community Center.
- No skateboards, rollerblades or roller shoes are allowed.
- Flyers/posters cannot be posted without prior Community Center approval. Check with Guest Services for approval.

SMOKING

- We do not allow tobacco use within the Community Center.

OUTSIDE FOOD/BEVERAGE POLICY

- Outside food and beverage are allowed in the Community Center, provided patrons clean up after themselves.

LOST AND FOUND

- All items turned in to staff will be placed at the Guest Services desk. Valuable items will be turned over to the police after 7 days and all other items will be donated or discarded after 30 days.

INCLEMENT WEATHER

Thunderstorm Warning:

- Pools will close and guests will be directed to the designated shelter area until the warning has expired.
- All other patrons will be notified that there is a thunderstorm warning.

Tornado Warning:

- All patrons in the building will be directed to the designated shelter area until the warning has expired.

If School District 199 schools close due to inclement weather, city recreation programming within school buildings will be cancelled. If School District 199 schools close before 3 p.m. and weather clears, call the weather information line (651-450-2595) for program cancellations at the Community Center.

EMERGENCIES

There is an Emergency Action Plan in place for staff and guests in case of emergency. Please ask staff for assistance in an emergency situation.

MAINTENANCE DAYS

- The Community Center will block off dates as necessary for repairs or maintenance of areas/equipment. This may include the closure of certain areas of the facility with limited or no access.

FITNESS AREA

- Outside personal trainers not employed by the Community Center may not accept personal payment from a client for training. Staff reserves the right to remove non-employee trainers and members being trained by non-employee trainers from the facility.
- Treat equipment with respect and return equipment to its proper place when finished using it. Equipment is not to leave the fitness center without permission.
- Chalk is not allowed on the fitness center floor.
- Food, gum, juice and soda are not allowed in the fitness center.
- No glass bottles allowed.
- Proper work out attire is recommended and appropriate shoes (sneakers or tennis shoes) must be worn at all times.
- No foul language or horseplay is allowed in the fitness center.
- Anyone ages 14 and younger must be accompanied by an adult.

- A spotter is required when bench pressing.
- All personal belongings must be stored in a cubby or in the locker rooms.
- Cameras and cell phones are not allowed in the fitness area

FITNESS/DANCE STUDIO

- No gum or beverages, with the exception of water, is permitted in the studio at any time.

LOCKER ROOMS

- The City of Inver Grove Heights is not responsible for items that are lost, stolen or left in the facility.
- Please keep clothing and valuables locked in lockers.
- Please do not run in the locker room area.
- Locker room checks are performed at random and outside locks will be removed from lockers if present for an extended period of time.
- Unaccompanied children under 16 and those with opposite sex children must use the family locker room.
- A family locker room is made available for your convenience.
- Cell phones are not allowed in the locker room area
- When using the sauna, we require users to be sitting on something separating them from the sauna benches. It is not required but recommended to cover up with a towel or swim suit.

SAUNA

- Sauna users must be at least 16 years old.
- Please be respectful of others.
- Use of sauna is not recommended for persons with high blood pressure, cardiovascular disorders or pulmonary diseases. Consult a physician before using.
- For your safety, limit use of the sauna to no more than 15 minutes.
- Pregnant women are not advised to use the sauna; with prior medical consultations and release use may be permitted.
- People with open wounds or infectious diseases are not permitted.
- Always shower before entering.
- Personal grooming is prohibited.
- When using the sauna, we require users to be sitting on something separating them from the sauna benches. It is not required but recommended to cover up with a towel or swim suit.
- Oils, creams or cosmetic products are not to be used in the sauna.
- No glass bottles or containers permitted in the sauna.

GENERAL POOL POLICIES

- Children under 10 years of age must be accompanied by a responsible person (16 years or older).
- Children under 16 are not allowed in the hot tub or sauna.
- All swimmers must shower before entering the pool.
- Only U.S. Coast Guard-approved life jackets are allowed. No inner tubes, air mattresses, full-face masks or snorkels may be used.
- No persons with or suspected of having a communicable disease which could be transmitted through use of the pool, shall use the pool.
- Proper swim wear is required.
- Spitting, spouting water from mouth and blowing the nose in the pool is prohibited.
- No running or rough play is allowed.
- Glass objects are not allowed in the pool area.
- Persons with open or infectious sores are not permitted in the pool.

See specific pool areas for additional rules and regulations.

ARMORY GYM

- All individuals using the Armory Gym must be a member or pay the open gym fee.
- Only plastic water bottles are permitted.
- No black soled shoes or shoes that will mark the floor will be permitted. No bare feet, sandals or street shoes are allowed.
- Attire or gestures recognized as gang representations will not be allowed.
- Staff reserves the right to determine all gym use and inappropriate behavior by users.
- Please refrain from:
 - Dunking, slamming or hanging on nets
 - Running or bouncing balls in the hallways
 - Spitting, rough housing, wrestling or pushing
 - Swearing, abusive, or inappropriate gestures
- Children ages 10 and under are required to be accompanied by a responsible person over 16 years of age.
- Patrons are responsible for replacing balls or equipment that have been damaged, or are lost or stolen while they are using them.
- Open Gym may be cancelled in the event the gym is rented for a private event.
- Please see the rental policies and procedures for private rentals of the gym.

CHILDCARE AREA

- Childcare is available for children ages 6 months to 11 years.
- Parents must sign each child in and out of the room and show a picture ID. Children must be listed on the household membership or pay the daily childcare fee.
- Children may only be in the childcare area for a maximum of two hours a day.
- The same parent needs to drop off and pick up the child and must stay on premises while the child is in the childcare area.
- Parents with a child under four years old are required to take a pager.
- Staff does not change diapers. Should your child need a diaper change, you will be paged.

ICE ARENA

- All individuals or groups using the ice must pay a fee before taking the ice.
- No running or horseplay around the rinks.
- No dry-land training allowed around the rinks without prior approval from the Parks and Recreation Department.
- All children under 10 years of age must be accompanied by a responsible person (16 years or older).
- No climbing or hanging on rink glass.
- No individuals except for the net movers are allowed on the ice during resurfacing.
- No pucks on the ice during resurfacing.
- Wear proper attire or equipment at all times (based on activity).
- Spectators should be aware of flying pucks.

OPEN SKATE

- All individuals must be a member or pay the open skate fee before taking the ice.
- Open skate is designed to be an enjoyable and safe activity for all participants.
- Food and beverage is not allowed on the ice.
- Adults and children may not be on the ice without skates.
- Skaters may not sit on boards during open skate.
- Skate aid equipment is for beginner and tot skaters only and not to be used for any other purpose.
- Hockey drills, pucks and sticks are not allowed on the ice.
- Skating lessons may not be given without prior approval from the Parks and Recreation Department.
- Ice skate blades are not permitted above knee heights.

OPEN HOCKEY

- All individuals must be a member or pay the open hockey fee before taking the ice.
- All players must wear a helmet.

- Goalies must wear proper equipment.

Enforcement of these rules is at the discretion of staff on duty. Please report any problems within the Community Center to Guest Services at 651-554-3440 or Parks and Recreation at 651-450-2585.

DRAFT

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Contractor for Grove Painting Projects

Meeting Date: May 9, 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 Wall Trends in the amount of \$31,250 for Grove Painting Projects.

SUMMARY

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. Project areas include the Grove Lobby, Fitness Center, Studio, Child Care and Party Rooms. The following proposals were received based on the plans and specifications. Project to be funded from C2500-80-20.

	Schoenfelder Painting	Wall Trends
Grove Painting Projects	\$31,352	\$31,250

Project Timeline:

	Estimated Date
Council to Award Bids	May 9th
Painting Projects	July-September

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Contractor of McPhillips Property Tree Removal

Meeting Date: May 9, 2011
 Item Type: Consent Agenda
 Contact: Mark Borgwardt-651-450-2581
 Prepared by: Mark Borgwardt
 Reviewed by: Eric Carlson

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve contract for removal of trees and stumps to accommodate capping of site with 4 feet of fill, on recently acquired McPhillips property on east side Heritage Village Park and 63rd Street, per MPCA remediation plan. The Council’s approval is contingent on a signed purchase agreement to purchase the property from the McPhillips.

SUMMARY

Parks staff has secured quotes to remove trees and grind stumps on McPhillips property as listed below:

St. Croix Tree Service Inc.	\$5,180
Hugo Tree	\$10,500

Recommend awarding tree and stump removal contract to St. Croix Tree Service Inc. for \$5,180 with funds coming from fund 402, Park Acquisition and Development Fund.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Accepting Proposal from American Engineering Testing, Inc. for Construction Materials Testing Services for the 2011 Pavement Management Program – City Project 2011-09D – Urban Street Reconstruction, South Grove Area 6

Meeting Date: May 9, 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

SST

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Resolution accepting proposal from American Engineering Testing, Inc. for construction materials testing services for the 2011 Pavement Management Program – City Project 2011-09D – Urban Street Reconstruction, South Grove Area 6.

SUMMARY

City Project No. 2011-09D was ordered on March 14, 2011. AET provided preliminary geotechnical evaluation for the project. AET has done many of the City's reconstruction projects. The current proposal from AET includes the following: material testing and control, concrete testing, bituminous testing, aggregate materials testing, soils observations, compaction and related testing on the site, testing of select borrow and topsoil, infiltrimeter testing at infiltration basins and rain gardens, vibration recordings of select locations.

AET has added a litigation reimbursement clause to their contract agreements with the City of Inver Grove Heights; therefore, we no longer need to add an Addendum to their proposals.

I recommend that the Council adopt the resolution accepting the April 29, 2011 proposal from AET for construction materials testing services for the 2011 Pavement Management Program, City Project No. 2011-09D – South Grove Street Reconstruction, Area 6.

TJK/kf

Attachments: Resolution
 Proposal

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION ACCEPTING A CONSTRUCTION MATERIALS TESTING PROPOSAL FROM
AMERICAN ENGINEERING TESTING FOR THE 2011 PAVEMENT MANAGEMENT PROGRAM,
CITY PROJECT NO. 2011-09D – SOUTH GROVE STREET RECONSTRUCTION, AREA 6**

RESOLUTION NO. _____

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

WHEREAS, in order to complete the materials testing services in a timely manner for the 2011 Pavement Management Program – City Project No. 2011-09D, South Grove Street Reconstruction, Area 6, assistance of a consulting engineering firm is required for materials testing services; and

WHEREAS, City staff requested, and received a proposal from AET; and

WHEREAS, based on the experience of the firm, the scope and associated fee for the proposed services, it was decided that AET be selected from the Engineering Technical Consultant Pool to provide the materials testing services on City Project No. 2011-09D.

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

1. The proposal of AET, dated April 29, 2011, is accepted and staff is authorized to enter into a contract with AET in an estimated amount of \$40,500 for materials testing services and other deliverables as identified in the April 29, 2011 proposal for the 2011 Pavement Management Program – City Project No. 2011-09D, South Grove Street Reconstruction Area 6.

Adopted by the City Council of Inver Grove Heights, Minnesota this 9th day of May 2011.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk



AMERICAN
ENGINEERING
TESTING, INC.

CONSULTANTS
• ENVIRONMENTAL
• GEOTECHNICAL
• MATERIALS
• FORENSICS

April 29, 2011

City of Inver Grove Heights
Department of Public Works
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Attn: Steve Dodge

RE: Proposal for Materials Testing Services
2011 South Grove Street Reconstruction Area 6
City Project 2011-09D
Inver Grove Heights, Minnesota
AET Proposal No. 22-00662

Dear Mr. Dodge:

Thank you for the opportunity to provide you with this proposal to perform engineering observation and materials testing services for the referenced project. American Engineering Testing, Inc., (AET) is pleased to provide this letter which presents our anticipated scope of services, our unit rates, and an estimated total cost to perform these services. If you have any questions regarding the anticipated work scope or need additional information, please contact me.

Project Information

We understand the proposed construction will consist of utility installation, grading, bituminous surfacing and concrete curbs, driveways and sidewalks. We understand that a small portion of the project is a state aid project. We understand that the scope of the testing may be performed generally according to the Mn/DOT Schedule of Materials Control. You have provided us with an estimate of the project material quantities.

Scope of Services

Based on the estimated materials quantities you have provided to us and our previous experience with similar projects in this portion of the City of Inver Grove Heights, our anticipated scope of services is outlined below. We have attempted to estimate the quantities of tests which may be required based on the amounts of testing requested on previous similar projects for the City of Inver Grove Heights. The scope of our services will be to perform Testing Services as requested by the City of Inver Grove Heights personnel and/or as outlined in the Schedule of Materials Control, with the exception of the observations and testing at the concrete and bituminous production plants. For the State Aid portions of the project, the contractor will be required to perform the additional QC testing as outlined in the Schedule of Materials Control. **Representatives of the City of Inver**

550 Cleveland Avenue North | St. Paul, MN 55114

Phone 651-659-9001 | Toll Free 800-972-6364 | Fax 651-659-1379 | www.amengtest.com | AA/EEO

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Grove Heights should contact the appropriate Mn/DOT personnel prior to start of the project. Mn/DOT will then perform quality testing and observation at the bituminous and concrete production plants. If requested, AET can provide the testing and observation at the production plant. If these services are requested, the services will be provided in accordance with the rates indicated on the attached fee schedule.

Soil Observation & Testing

During excavation for reconstruction of the roadways we will perform intermittent trips to the site if requested by the City of Inver Grove Heights. If requested, we will also visit the site to observe test roll operations of the completed roadway subgrades before placement of Class 5 base or Select Granular Borrow. Since the quantities of site visits (if any) is not know at this time, the cost for these services is not included in our cost estimate.

During placement of fill, select granular borrow, or Class 5 base in the pavement areas and backfill in the utility trench excavations, an Engineering Technician will visit the site on a will-call basis to test the fill when requested by the City of Inver Grove Heights. Mn/DOT certified technicians will be used at least on the State Aid portions of the project. Our services will include the following:

- Compaction tests to evaluate the density of fill soils, Class 5 base, select granular borrow material and embankment or utility trench backfill soils.
- Compaction tests to evaluate the density of the aggregate base material using the dynamic cone penetrometer (DCP) method or sand cone density test.
- Standard Proctor tests for every different type of fill used.
- Sieve analysis tests of select granular fill and Class 5 aggregate base.
- Bitumen content of recycled bituminous mixture planned for use as aggregate base.
- Laboratory testing of Select Topsoil Borrow.

We have estimated a total of about 67 trips will be required by the Engineering Technician to perform the compaction testing and materials sampling. Periodic reports will be issued presenting the results of our testing.

Concrete Testing

Personnel from AET will perform testing of concrete placed for the curb & gutter, sidewalks and concrete driveways on a will-call basis, when requested by the City of Inver Grove Heights. These services will be performed by Concrete Field Engineering Technicians. Mn/DOT certified technicians will be used at least on the State Aid portions of the project. Our services will include the following:

- Test the slump of the plastic concrete.
- Test the air content of the plastic concrete.

- Measure the temperature of the plastic concrete.
- Compare the test results to the requirements of the project specifications.

Any discrepancies from the project specifications will be brought to the attention of the City of Inver Grove Heights and the contractor. Daily field reports of our observations and testing will be available to the Engineer. The results of our tests will be provided in reports that are issued periodically.

During placement of the concrete, our Engineering Technicians will also cast test cylinders for compressive strength testing. Each set will consist of four cylinders; one of which will be tested after 7 days and two which will be tested after 28 days. The fourth cylinder will be held in reserve for possible future testing. AET will also pick up the cylinders from the site and return them to our laboratory for testing. The results of our compressive strength testing will be presented as they become available.

Based on the material quantities you provided and our experience on the previous projects in the City of Inver Grove Heights, we estimate that about 27 sets of cylinders will be required and that about 27 site visits will be required to perform the testing.

Bituminous Mixture Testing

Testing will be performed as required by the City of Inver Grove Heights. Samples may also be taken by the contractor on a random basis during placement. If so, a split portion of each sample will be delivered to our laboratory for testing. The samples will be tested in our laboratory for the following:

- Bituminous mixture properties: Gyration Density (AASHTO T312) Mn/DOT Modified, Rice Specific Gravity (ASTM:D2041) Extraction/Gradation (ASTM:D2172 Method E-11) Mn/DOT Modified C136 and C117, Fine Aggregate Angularity (AASHTO T304, Method A, Mn/DOT 1206.5), Percent Crushed Particles (Mn/DOT 1214.8)

Mn/DOT specifications indicate that coring of in-place bituminous mixture is to be performed by the contractor at locations selected by the project engineer on a random number basis. However, if requested, after the completion of each days paving we will obtain the core samples of the in-place mixture. Based on the estimated quantities provided, we estimate the coring will consist of about 72 cores. Half of the core samples will be delivered to the laboratory for testing and the other half are for testing by the contractor. This testing will include the following:

- The thickness of each layer of the core sample.
- The density of each layer of the core sample.
- Determination of the percent of maximum (Gmm) density of each layer of the core sample.

Double-Ring Infiltrometer Testing

We understand that testing of infiltration rates using the double-ring infiltrometer procedure will be required at about 4 locations within proposed surface water ponding/infiltration areas at the project. The testing will be performed after the areas are excavated to proposed subgrade by the contractor and before placement of any planned planting soil mixture.

Vibration Recording

We understand that you may request use of engineering seismographs at selected locations during portions of the construction in order to measure ground vibrations produced by the construction activities. This work will be provided at the rates included in the attached fee schedule. Since the extent of vibration recording which may be performed (if any) is not known, we have provided only a very rough estimate of the costs which may be incurred.

Estimated Fees

Our services will be provided on a unit cost basis according to the unit rates provided in the attached Fee Schedule tabulation. Please note that the unit rates on the attached Fee Schedule are lower than the rates established in our February 10, 2011, Contract Agreement Between the City of Inver Grove Heights and American Engineering Testing, Inc. for Professional Services. Our monthly invoices will be determined by multiplying the number of personnel hours or tests by their respective unit rates. We have also estimated a total cost which we anticipate will be required to complete the previously described observations and testing services, based on the material quantities you provided and our previous experience with similar projects in the City of Inver Grove Heights. Our estimated total cost will be \$40,477.60.

We caution that this is only an estimated cost. Often, variations in the overall cost of the services occur due to reasons beyond our control, such as weather delays, changes in the contractor's schedule, unforeseen conditions, retesting of services or an increase or decrease in test quantities or scope of services which may be requested by the City of Inver Grove Heights. These variations will affect the actual invoice totals, either increasing or decreasing our total costs for the project from those estimated in this proposal. If more time or tests are required, additional fees may be needed to complete the project testing services. If less time or tests are needed, a cost savings will be realized. The total cost or scope of services will not be increased without authorization from the City of Inver Grove Heights.

Terms and Conditions

Our services will be performed per the *Contract Agreement Between the City of Inver Grove Heights and American Engineering Testing, Inc. For Professional Services*, dated February 10, 2011, including Section IV-G, "Litigation Reimbursement".

City of Inver Grove Heights
AET Project No. 22-00662
April 29, 2011
Page 5 of 5

Acceptance

This proposal is presented in duplicate. Please indicate your acceptance of this proposal by endorsing the enclosed copy and returning it to us. The original proposal should be kept for your records.

General Remarks

If you have any questions regarding this proposal, or if we can be of further assistance, please call me at 651-659-1363.

Sincerely,
American Engineering Testing, Inc.


Gary A. Larson
Senior Engineering Assistant

Attachments:

Fee Schedule Tabulations (two pages)

PROPOSAL ACCEPTED BY:

Signature: _____

Typed Name: _____

Company: _____

Date: _____



- CONSULTANTS
- ENVIRONMENTAL
- GEOTECHNICAL
- MATERIALS
- FORENSICS

FEE SCHEDULE
PROJECT TESTING SERVICES
SOUTH GROVE STREET RECONSTRUCTION AREA 6
INVER GROVE HEIGHTS, MINNESOTA
AET PROPOSAL No. 22-00662
CITY PROJECT NO. 2011-09D

SERVICE DESCRIPTION	PROJECT BUDGET			TOTAL AMOUNTS INVOICED TO DATE		Invoice Amount Through	
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT	# Units	Amount	# Units	Amount
Excavation Observations and Compaction Testing							
1. Staff Engineer I or Senior Engineering Assistant for observations of roadway excavations and subgrade test rolls, consultation and reporting (services provided on a will-call basis if required).	hours	\$96.00	\$0.00	0.0	\$0.00	0.0	\$0.00
2. Engineering Technician mobilization for soil compaction testing, Aggregate Base Penetration Index Method testing (DCP), relative moisture testing, and sample collection (services provided on a will-call basis - assumes 67 trips to the jobsite).	67 trips	\$50.00	\$3,350.00	0.0	\$0.00	0.0	\$0.00
3. Personal or Company vehicle mileage (Engineers).	miles	\$0.65	\$0.00	0.0	\$0.00	0.0	\$0.00
4. Engineering Technician site time to perform sampling, Soil/Aggregate Base compaction tests, materials sampling, or DCP testing of aggregate base.	80 hours	\$65.00	\$5,200.00	0.0	\$0.00	0.0	\$0.00
5. Standard Proctor tests (Method B or C).	14 tests	\$90.00	\$1,260.00	0.0	\$0.00	0.0	\$0.00
6. Oil content test on reclaimed bituminous sample.	4 tests	\$135.00	\$540.00	0.0	\$0.00	0.0	\$0.00
7. Sieve tests of select granular fill and Class 5 aggregate base.	24 tests	\$82.00	\$1,968.00	0.0	\$0.00	0.0	\$0.00
8. Relative moisture test of Class 5, select granular borrow and embankment fill (MnDOT method).	tests	\$20.00	\$0.00	0.0	\$0.00	0.0	\$0.00
9. Nuclear Density Guage Rental.	55 days	\$10.00	\$550.00	0.0	\$0.00	0.0	\$0.00
10. Select Topsoil Borrow Tests.	3 tests	\$320.00	\$960.00	0.0	\$0.00	0.0	\$0.00
11. Topsoil Borrow Grain size Analysis Tests.	0 tests	\$230.00	\$0.00	0.0	\$0.00	0.0	\$0.00
Concrete Testing							
1. Engineering Technician for testing of concrete. (services provided on a will-call basis).	36 hours	\$65.00	\$2,340.00	0.0	\$0.00	0.0	\$0.00
2. Engineering Technician mobilization for concrete testing (services provided on a will-call basis - assumes 27 trips to the jobsite).	27 trips	\$50.00	\$1,350.00	0.0	\$0.00	0.0	\$0.00
3. Personal or Company vehicle mileage (Engineers and Technicians).	miles	\$0.65	\$0.00	0.0	\$0.00	0.0	\$0.00
4. Curing, handling and compressive strength testing of concrete test cylinders (27 sets of cylinders).	81 cyl.	\$21.00	\$1,701.00	0.0	\$0.00	0.0	\$0.00
5. Curing, handling of non-tested hold cylinders.	27 cyl.	\$20.00	\$540.00	0.0	\$0.00	0.0	\$0.00
6. Concrete cylinder pick-up service from jobsite.	8 trips	\$60.00	\$480.00	0.0	\$0.00	0.0	\$0.00
Bituminous Testing							
1. MnDOT certified Engineering Technician sampling of bituminous materials, nuclear density testing of bituminous control strip (services provided on a will-call basis - assumes 14 trips to the jobsite).	25 hours	\$65.00	\$1,625.00	0.0	\$0.00	0.0	\$0.00
2. Personal or Company vehicle mileage (Engineers and Technicians).	0 miles	\$0.65	\$0.00	0.0	\$0.00	0.0	\$0.00
3. Removal of cores from finished bituminous surface, if required. (minimum of 4 per trip)	0 cores	\$80.00	\$0.00	0.0	\$0.00	0.0	\$0.00



- CONSULTANTS
- ENVIRONMENTAL
 - GEOTECHNICAL
 - MATERIALS
 - FORENSICS

FEE SCHEDULE
PROJECT TESTING SERVICES
SOUTH GROVE STREET RECONSTRUCTION AREA 6
INVER GROVE HEIGHTS, MINNESOTA
AET PROPOSAL No. 22-00662
CITY PROJECT NO. 2011-09D

SERVICE DESCRIPTION	PROJECT BUDGET			TOTAL AMOUNTS INVOICED TO DATE		Invoice Amount Through	
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT	# Units	Amount	# Units	Amount
4. Thickness and density tests of companion bituminous core samples provided by the contractor.	36 tests	\$37.00	\$1,332.00	0.0	\$0.00	0.0	\$0.00
5. Asphalt extraction and aggregate gradation tests of bituminous mixtures.	tests	\$198.00	\$0.00	0.0	\$0.00	0.0	\$0.00
6. Marshall density and Rice specific gravity tests of bituminous mixtures.	tests	\$167.00	\$0.00	0.0	\$0.00	0.0	\$0.00
7. Tests of Bituminous mixture properties (gyratory method).	12 tests	\$500.00	\$6,000.00	0.0	\$0.00	0.0	\$0.00
Double-Ring Infiltrometer Testing							
1. Staff Engineer I to perform double-ring infiltrometer testing at locations selected by the City of Inver Grove Heights, including summary report of results.	4 tests	\$1,000.00	\$4,000.00	0.0	\$0.00	0.0	\$0.00
Vibration Recording							
1. Staff engineer for vibration recording, equipment installation and operation, consultation and reporting - if requested (estimate based on set-up, status check and removal at end of day for each of 6 days)	36 hours	\$96.00	\$3,456.00	0.0	\$0.00	0.0	\$0.00
2. Seismograph rental on basis of machine days- if requested (estimate based on 1 machine on six individual days)	6 days	\$90.00	\$540.00	0.0	\$0.00	0.0	\$0.00
3. Personal or Company vehicle mileage.	384 miles	\$0.65	\$249.60	0.0	\$0.00	0.0	\$0.00
Project Management & Coordination							
1. Project Manager for coordination of AET personnel and activities, attending pre-construction meeting, consultation and report preparation.	30 hours	\$96.00	\$2,880.00	0.0	\$0.00	0.0	\$0.00
2. Principal Engineer for special consultation and report review.	1 hours	\$156.00	\$156.00	0.0	\$0.00	0.0	\$0.00
ESTIMATED BUDGET				TOTAL INVOICED TO DATE	\$0.00	MONTHLY INVOICE TOTAL	\$0.00



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Accepting the Proposal from Gorman Surveying, Inc. for Survey Staking Services for the 2011 Pavement Management Program – City Project 2011-09D – South Grove Urban Street Reconstruction Area 6

Meeting Date: May 9, 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

TSK

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: Assessments, Pavement Management Fund, Municipal State Aid Funds, Water Fund, Sewer Fund, Park Acquisition Fund

PURPOSE/ACTION REQUESTED

Consider adopting a resolution accepting proposal from Gorman Surveying, Inc. in the amount of \$25,805 for survey staking for City Project No. 2011-09D – South Grove Urban Street Reconstruction Area 6, including all bid alternates 1 through 6.

SUMMARY

As a part of the 2011 Pavement Management Program, Area 6 of the South Grove neighborhood has been identified for reconstruction in 2011. Due to the amount and complexity of work involved with a reconstruction project of this magnitude, the City Engineering Division is not staffed to perform the construction staking work in-house. Gorman Surveying, Inc. has provided a proposal for \$25,805 for survey staking. Funding for the construction staking services for the McPhillips' parcel and the swing bridge parking lot fill areas will be budgeted by the Parks Acquisition Fund.

Gorman Surveying is a consultant selected in the Public Works Consulting Services Pool. City staff has reviewed the proposal, work scope, and associated fee and found them comparable to past projects. Based upon these factors, it is recommended that Gorman Surveying, Inc., with their past experience and positive performance on previous South Grove projects, be selected as the surveyor for City Project No. 2011-09D – South Grove Urban Street Reconstruction Area 6,

Public Works recommends adoption of the resolution accepting the proposal from Gorman Surveying, Inc. in the amount of \$25,805 for survey staking for City Project No. 2011-09D – South Grove Urban Street Reconstruction Area 6.

TJK/kf

Attachments: Resolution
 Proposal

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION ACCEPTING THE PROPOSAL FROM GORMAN SURVEYING, INC. FOR SURVEY
STAKING FOR THE 2011 PAVEMENT MANAGEMENT PROGRAM – CITY PROJECT NO. 2011-09D
– SOUTH GROVE URBAN STREET RECONSTRUCTION AREA 6 IN THE AMOUNT OF \$25,805.00**

RESOLUTION NO. _____

WHEREAS, as part of the City's 2011 Pavement Management Program, City Project No. 2011-09D South Grove Urban Street Reconstruction Area 6 has been identified as an improvement project which will start in 2011; and

WHEREAS, in order to complete the surveying in a timely manner;

WHEREAS, City staff requested a proposal from Gorman Surveying, Inc.; and

WHEREAS, based on the experience, positive past performance, scope and associated fee for the proposed services, it was decided that Gorman Surveying, Inc. be selected as the construction surveying firm for the 2011 Pavement Management Program – City Project No. 2011-09D Urban Street Reconstruction South Grove Area 6.

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

1. The proposal of Gorman Surveying, Inc. is accepted and staff is authorized to enter into a contract with Gorman Surveying, Inc. in the amount of \$25,805 for survey staking services for the 2011 Pavement Management Program – City Project No. 2011-09D South Grove Urban Street Reconstruction Area 6.

Adopted by the City Council of Inver Grove Heights, Minnesota this 9th day of May 2011.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk



Gorman Surveying, Inc.

8640 Harriet Ave. So. Suite 102
Bloomington, MN. 55420-2728
www.gormansurveying.com

Phone: 952-346-8300
Fax: 952-346-9110

South Grove Street Reconstruction Area 6 **Construction Staking Proposal – Revised**

May 4, 2011

Submit To: Steve W. Dodge, P.E.
Assistant City Engineer
City of Inver Grove Heights

Project Site: South Grove Street Reconstruction – Area 6
City of Inver Grove Heights (2011-09)

Work Performed: One Set of Reference Stakes for the Following Items:

Base Bid: Construction Staking

Storm / Sanitary Sewer Structures and Pipe

- Stake Manholes and Catch Basins (Double Offsets)
- Stake Every 25ft for the first 100ft from Manholes/Catch Basins
- Stake Pipe Length over 100ft at 50ft Intervals

Concrete Curb and Gutter

- Stake Curb Radius, Mid Point and PVI
- Stake One Side of Resident Driveways
- Stake 25ft Intervals Curve & 50ft Intervals Straight
- Stake 50ft Intervals for Dawn Avenue Sidewalk ROW

Watermain Structures and Pipe

- Stake Hydrants, Gate Valves, Tees and Bends
- Stake Pipe Length at 50ft Intervals and New Curb Boxes ROW

As-Built Survey upon completion

- Elevation on top nut of Hydrants (Level Loop Survey)
- Top and Invert Elevation of Manholes/Catch Basins
- Watermain Gate Valves and New Curb Boxes

69th Street and Craig Court Pond

- Stake Project Limits at 100ft Intervals and Grades 50ft x 50ft Grid

Skyview Park – Soccer Field

- Stake Project Limits at 100ft Intervals and Grades 50ft x 50ft Grid
- Establish Survey Control and Elevation Benchmarks

Base Bid for Construction Staking: \$22,155.00

Alternate #1: McPhillips Parcel Land \$2,325.00

- Stake Project Limits at 100ft Intervals and Grades 50ft x 50ft Grid

Alternate #2: Swing Bridge Parking Lot \$1,325.00

- Stake Project Limits at 100ft Intervals and Grades 50ft x 50ft Grid

Total Base Bid and Alternate #1 & #2: \$25,805.00

Extra Work: Any Additional Staking or Extra Work required due to revision of the plans or as requested by the contractor will be performed at an hourly rate.

Hourly Rate: Field Survey Crew: \$185.00/hour

Dan Gorman, Estimator

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Accepting Letter of Agreement with Short-Elliott-Hendrickson, Inc. for Engineering Services, Authorizing a Feasibility Report and Authorizing Appraisal Services for the 2011 Improvement Program – City Project No. 2011-08, 66th Street from Concord Boulevard to the Swing Bridge at the Mississippi River

Meeting Date: May 9, 2011
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SDT

	Fiscal/FTE Impact:
<input 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: Utility Fund, Park Acquisition Fund, Dakota County Turnback Funds, Special Assessments, Dakota County Parks Fund

PURPOSE/ACTION REQUESTED

Consider resolution accepting letter of agreement with Short-Elliott-Hendrickson, Inc. for engineering services for the 2011 Improvement Program – City Project No. 2011-08, 66th Street from Concord Boulevard to the Swing Bridge at the Mississippi River.

SUMMARY

The May 3, 2011 letter of agreement includes the engineering services that SEH proposes to provide on this project. This project consists of a mill and overlay on portions of 66th Street, reconstruction of the intersection of 66th Street and Doffing Avenue, construction of the 66th Street parking lot for visitors to the Swing Bridge, modifications and overlaying the existing pavement as a trail to the Swing Bridge, extending sanitary sewer and water service to the future restroom/kiosk at the trailhead and the paving of the existing railroad embankment from 66th Street to a future deck overlook and from the overlook to River Road. These improvements are illustrated in the attached Heritage Village Park Master Plan.

The engineering services being provided by SEH include:

<u>Phase 1</u>	
Task 1 – Preliminary Survey	\$6,600
Task 2 – Preliminary Design and Report	<u>43,000</u>
Phase 1 Fees	\$49,600
<u>Phase 2 Design/Phase 3 Construction</u>	
Task 3 – Final Design, Plans and Specs	\$80,700
Task 4 – Construction Staking	10,900
Task 5 – Construction Support Services	6,100
Task 6 – Record Drawings	<u>6,300</u>
Phase 2 and 3 Fees	\$104,000
Total Proposed Fees	\$153,600

The City's Engineering Department will be working with SEH during the construction phase by providing an on-site Engineering Technician for this project.

The Council should authorize the preparation of a feasibility report for this mill and overlay of 66th Street. We propose assessing the benefitted properties for the mill and overlay portion of the project. Preliminary assessments will be outlined in the feasibility report. We also recommend that the Council authorize the preparation of an appraisal for the proposed special assessments. Appraisal services would be provided by Metzen Appraisals Inc.

In October 2009, Dakota County and the City of Inver Grove Heights entered into a turnback agreement related to 66th Street from Concord Boulevard to the Mississippi River (Swing Bridge site). This agreement included a County payment of \$291,000 to the City. The City has received these funds. These funds are intended to be used to overlay this segment of 66th Street, install some curb and gutter on the north side of 66th Street, and install a bike trail along this route to the Swing Bridge. This agreement provides for \$231,800 in construction and \$59,200 in soft costs.

The City's Parks and Recreation Department has applied to the DNR for grant funding to assist with the project costs. The Parks and Recreation Department has also been working with the Dakota County Parks Department for a Joint Powers Agreement to provide additional funding for the park improvements. Park Acquisition funds will also be utilized to fund this Engineering Services Agreement. A master plan of this area was prepared to illustrate the overall plan for the south area of Heritage Village Park. Only portions of these improvements will be done with this 2011 project. This work is summarized in the following estimate:

Street and storm sewer on turnback	\$233,000
Trail construction	184,000
Utility extensions to parking lot/kiosk area	70,000
Lighting and electric services to lift station	100,000
Environmental work on railroad site	<u>40,000*</u>
Subtotal	\$627,000
Consultant costs (SEH)	<u>153,600</u>
	\$780,600

*Depends on findings related to contaminants.

Funding will be split as follows:

Turnback funds	\$291,000
Park/grant funds/special assessents	<u>489,000</u>
	\$780,600

Staff selected this consultant from our 2011 Engineering Pool. SEH was selected because of their knowledge and experience with the Swing Bridge Rehabilitation project. I have reviewed the proposal and recommend approval of the resolution which authorizes execution of the proposal agreement dated May 3, 2011 in the amount of \$153,600 for SEH to provide these consulting services. The funding for these engineering services will be provided by the Turnback Funds (\$59,200) and the Park Funds/grants (\$94,400).

TJK/kf

Attachments: Resolution
Heritage Village Park Master Plan
Proposal dated May 3, 2011

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

**RESOLUTION APPROVING PROPOSAL AGREEMENT WITH SHORT-ELLIOT-HENDRICKSON, INC. FOR
ENGINEERING SERVICES AND EASEMENT ACQUISITIONS FOR THE 2011 IMPROVEMENT PROGRAM,
CITY PROJECT NO. 2011-08, 66TH STREET FROM CONCORD BOULEVARD TO SWING BRIDGE**

RESOLUTION NO. _____

WHEREAS, SEH, Inc. has submitted a proposal agreement for the engineering design services work and easement acquisition coordination as requested by the City of Inver Grove Heights; and

WHEREAS, SEH, Inc. is in the City's Engineering Consultant Pool and familiar with the Swing Bridge project and the City's Master Plan for the 66th Street area.

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

1. A proposed agreement dated May 3, 2011 with SEH, Inc. for the following work is hereby approved:

Phase 1

Task 1 – Preliminary Survey	\$6,600
Task 2 – Preliminary Design and Report	<u>43,000</u>
Phase 1 Fees	\$49,600

Phase 2 Design/Phase 3 Construction

Task 3 – Final Design, Plans and Specs	\$80,700
Task 4 – Construction Staking	10,900
Task 5 – Construction Support Services	6,100
Task 6 – Record Drawings	<u>6,300</u>
Phase 2 and 3 Fees	\$104,000
Total Proposed Fees	\$153,600

2. The City is authorized to enter into this proposed agreement with SEH, Inc.
3. The Public Works Director is authorized to prepare a feasibility study.
4. Appraiser services are authorized in order to conduct an appraisal analysis.

Adopted by the City Council of Inver Grove Heights, MN this 9th day of May, 2011.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

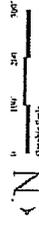
Melissa Rheaume, Deputy Clerk



inver grove heights, ill.
Heritage Village Park

ON THE MISSISSIPPI RIVER

North Loop



Infiltration Basin (typ)

Use of basins and rain gardens to collect and pretreat stormwater before entering another water body

Improved Roadway

Improve Dooling Ave. with designated turn lanes, adequate separation from adjacent businesses / residents, improved storm water collection, etc.

Historical Buildings

Town Hall and Schoolhouse buildings could be relocated to increase historical significance of the park - depending on final use and costs for relocation. Locations shall be based on use of buildings to fit with appropriate setting, but could be part of the Heritage Gardens

Asphalt Trails

Provides access to park amenities and creates informal paths

Community Space

Open lawn spaces for various community events, informal sports, etc.

Heritage Gardens

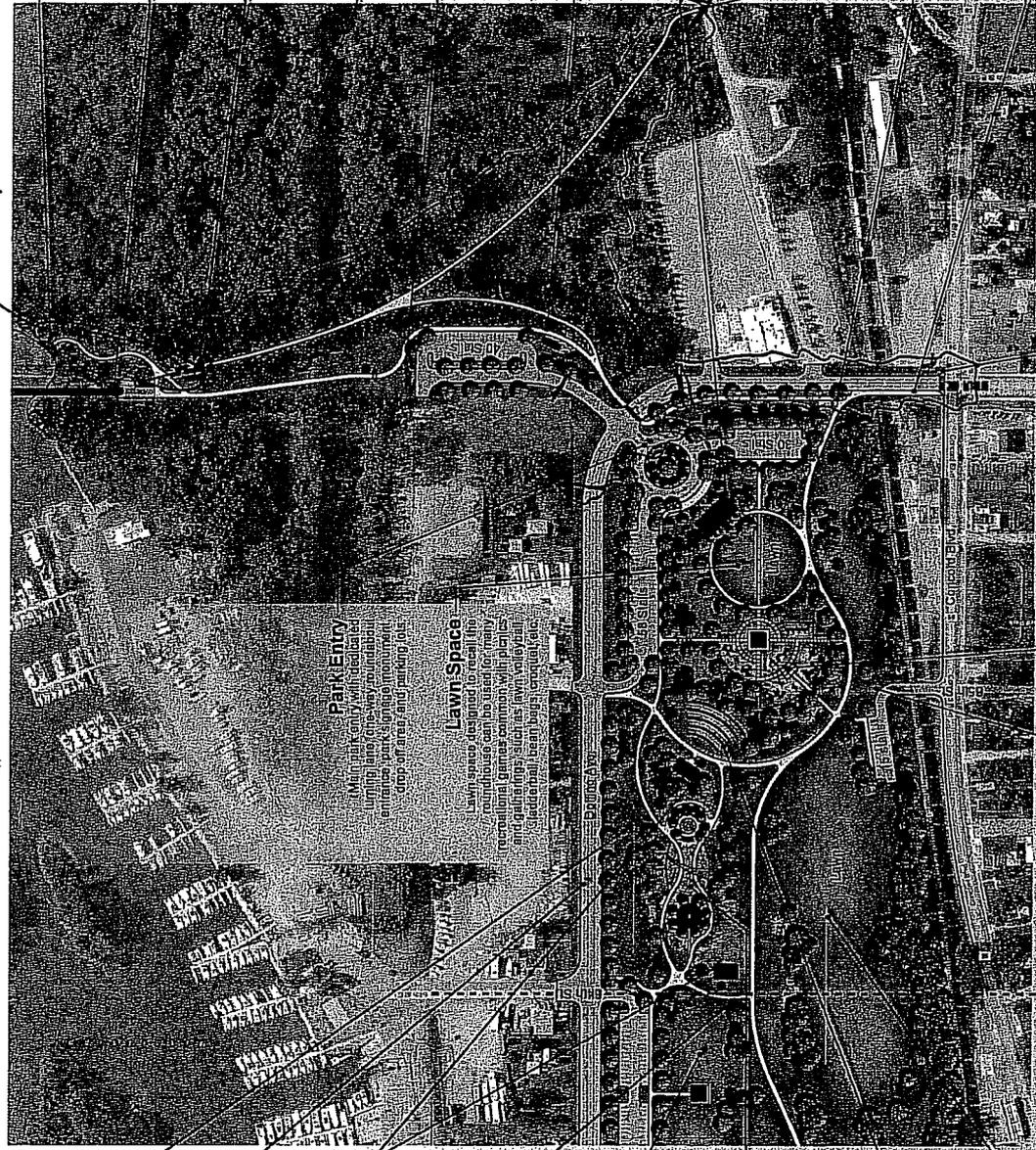
Ornamental gardens containing artifacts, sculptures and interpretive signage displaying the historical significance of the community intertwined with various seating areas and walkways

Event Seating

Small to medium sized park stage for various demonstrations, plays, movies and park events with adjacent tiered seating in the shade

Community Space

Open lawn spaces for various community events, informal sports, etc.



Park Entry

Main park entry with traditional turnstile gate. Gateway orientation entrance back to community and drop-off area and parking lot

Lawn Spaces

Lawn spaces designed to recall the traditional German common with picnic and gatherings such as lawn volleyball and basketball. Includes lawn table and benches throughout

65th Street Access

65th Street access off of Concord leads to a parking lot and would remain the alternate ing access

Central Play Area

Community sized playground for all ages groups and a small splash pad area surrounding an open air picnic shelter

66th Street Gateway

66th Street access off of Concord becomes the main park entrance road with a gateway/monument sign a bus Concord

River Access

Small trail leads down to the river with picnic tables, benches, and fishing large spaces along the riverbank that can withstand flooding for seating and viewing the river

Rock Island Bridge

Bridge overlook with entrance patio area for gathering and displaying historical information

Deck Overlook

Small deck built on upper railroad track area overlooking the natural areas and river with a staircase leading down to the bridge overlook

History Mystery Node

Location for "clue" associated with a historical themed treasure hunt (typ)

Bridge Gateway

A pedestrian trail leading to the bridge overlook contains historical signage over the trail and a monument sign is placed at the end of the roadway, creating a significant gateway to the bridge location

Regional Trailhead

Trail built on previous railroad line with adjacent bike racks, seating, information kiosk, and restroom facilities with City utility services

Park Building

Multi-purpose building provides main park front point where entering. Building contains full restrooms, picnic space for approx. 200 people, storage, and a patio area with additional picnic space and custom grills overlooking the lawn

Trail Connections

Trail built on previous railroad line provides a neighborhood connection

Trail Stop

Trail stop with bike racks, information kiosk and picnic tables adjacent to Rock Island Bridge are provided along the trail intersection

Regional Trail

Connection to the South



May 3, 2011

RE: City of Inver Grove Heights
66th Street Reconstruction
SEH No. P-115963

Tom Kaldunski, P.E.
City Engineer
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Dear Tom:

We are excited to continue working with the City of Inver Grove Heights (City) towards implementing important public improvement projects like the 66th Street Reconstruction project. We appreciate the opportunity to provide professional services to the City for the reconstruction of 66th Street from Concord Boulevard towards the Rock Island Swing Bridge and the Mississippi River. As we discussed with City staff in March, the project also includes the construction of a parking lot and the paving of several trail segments.

The City has requested a proposal and scope of work that includes preliminary design and preparation of a preliminary report, final design, plan and specification preparation, and bidding services. This letter proposal serves as our Supplemental Letter Agreement in accordance with the Agreement for Professional Services between the City of Inver Grove Heights and SEH dated May 21, 2009.

Background

The City proposes to redesign and reconstruct 66th Street from Concord Boulevard going east to a parking lot that will serve as an entry point for visitors to the Rock Island Swing Bridge and adjacent trails and park facilities. Improvements include street rehabilitation, a parking lot, utility extensions, storm water treatment, and trail construction.

This project is part of the City's Heritage Village Park Master Plan and came about as a result of the Rock Island Swing Bridge project and County turn back of 66th Street. As part of the 66th Street turn back to the City, the County provided funds for improvements to 66th Street. The City has also received matching grant funds from the Minnesota Department of Natural Resources for the improvements.

This is the first phase to the City's Heritage Village Park Master Plan, which is a proposed park planned to be located west of Doffing Avenue, east of Concord Boulevard, and North of 66th Street. This project will tie into the existing Doffing Avenue just north of 66th Street. The City intends to connect to this end point in the future as part of a separate project.

Phase 1 and Phase 2 Environmental Site Assessments have been conducted for the project area and a Response Action Plan (RAP) is currently being completed by Braum Intertec, Inc. The RAP summarizes previous work conducted around the project area and describes the methods that will be used to evaluate and manage identified contaminated soils during construction.

Scope of Work

Task 1. Preliminary Survey

SEH will provide preliminary survey of the 66th Street project limits. Preliminary survey from Doffing Avenue to the Mississippi River was previously completed as part of the Rock Island Swing Bridge project and will be utilized for this project. Additional preliminary survey is proposed for 66th Street from Concord Boulevard to Doffing Avenue and for the existing low area of the proposed parking lot between 66th Street and the existing rail road grade. This survey will include obtaining horizontal control and gathering topographic, profile, and cross-section information. Existing contour information will be used for the proposed trail to be located on the existing railroad grade between River Road and the Mississippi River.

In addition, a boundary survey will be completed for the properties located at the intersection of 66th Street and Doffing Avenue. This survey will be conducted in an effort to obtain additional easement for the proposed intersection realignment of 66th Street and Doffing Avenue. This survey will include deed research on two parcels, locating existing property corners, reviewing the plat and existing right of way, drafting easement exhibits, and preparing the proposed easement description.

Task 2. Preliminary Report

SEH will prepare preliminary street, parking lot, trail, and utility design for the area. We will conduct a field visit to obtain structure survey information of existing sanitary sewer and storm sewer along with photos of the project area. Additional project information will be gathered such as record plans, right-of-way information, GIS information, and survey information. A preliminary base map will be created to serve as the basis for the design phase.

A quantity takeoff and cost estimate will be performed, exhibits prepared, and a preliminary report written addressing the feasibility of the project. This proposal assumes attendance by the Project Manager and Project Engineer for one project kick off meeting with the City, an initial site visit and walk thru with the City, and attendance of one neighborhood public meeting. Time has been included to coordinate with City staff, the Department of Natural Resources, and other stakeholders during the preliminary report phase. Elements of the preliminary report are explained in detail in the following paragraphs.

2a. Railroad Signal Area

Trail construction will occur along the north side of 66th Street as part of this project, which could impact existing facilities such as the signal for the railroad crossing between Concord Boulevard and River Road. The proposed trail alignment will be evaluated and impacts to the railroad signal arm will be determined and discussed in the preliminary report.

2b. Wetland Delineation

The project has potential to create wetland impacts at the proposed parking lot location between 66th Street and the existing railroad grade, southeast of Doffing Avenue. A portion of this area is low and includes a depression, which is proposed to be filled for the creation of the parking lot. This area has been looked at by City staff and has been assumed to not be a wetland. However, the area does support wetland vegetation and is in an environment that often supports seasonal wetland habitat. As a result, we

propose to conduct a wetland delineation to verify that the area is not wetland or to delineate the extent of wetland habitat present to determine that the regulatory criteria are met. The wetland delineation will be completed when we are within the growing season, which we anticipate will be at the end of April at the earliest.

A wetland delineation report will be prepared and submitted to the City and the United States Army Corps of Engineers. If wetland is not present, the report will provide support of that. Should areas meeting wetland criteria be present, they will be mapped using a global positioning system (GPS) and will be described in the report. If wetlands are present, the implications to the project feasibility and schedule will be discussed and a modification of the scope and budget to incorporate a permitting component can be implemented. Depending on the extent of impact, the presence of wetland could add an additional three weeks to three months before construction could start in the parking lot area.

2c. Geotechnical Investigations

Geotechnical investigations will include soil borings and lab testing to explore the subsurface conditions in the project area. Soil borings will be performed by an independent testing firm, American Engineering, Testing, Inc. and subcontracted by SEH. SEH will review the boring logs and provide soil recommendation for sub grade and pipe installation based on the soils investigation information.

2d. Storm Water and Floodplain Investigations

Storm water patterns will be evaluated to identify the extent of culverts, storm sewer, and pond(s) needed for the preliminary report. We will quantify the level of impervious surface change within the project area and create models for designing and documenting the storm system response before and after construction. We will create and execute a HydroCAD model for design of the planned pond or filtration basin and use P8 for evaluating the TSS and TP removal efficiency of the treatment system. As part of this work, we will prepare a drainage area map and routing diagram that will illustrate the storm sewer, culverts, ditches, and ponds in the system. The models will be used to ensure the system design meets the City's water quality and rate control design standards.

We have reviewed the floodplain boundary for the project area and have learned that the area designated for the parking lot and pond is currently within the floodplain. However, because the area is designated flood fringe, the formal FEMA review or approval process is not required. Instead, we expect this will be addressed through a simple conditional use permit approval under the City's floodplain zoning ordinance.

2e. Utility Extensions

Sanitary sewer and water main will be run east from River Road to the proposed Regional Trailhead location to service restroom facilities. The proposed utility alignments and costs will be discussed in the preliminary report.

2f. Lighting and Electrical

SEH will assist the City with the selection of lighting equipment that provides appropriate site and parking lot lighting levels while meeting their aesthetic and maintenance requirements. A preliminary plan will be developed outlining lighting equipment locations and site electrical infrastructure for

immediate and future needs. The lighting selection will take into account the lighting installed on the swing bridge.

2g. Landscaping

A tree and landscaping layout plan will be developed. SEH will work with the City to develop this plan to assure that the City's landscaping needs and requirements are met.

2h. Easement Acquisition

A boundary survey (explained above) will be completed as part of the preliminary survey. The information from this survey will be evaluated to determine the extent of easement acquisition needed on the northeast and northwest corner of 66th Street and Doffing Avenue to realign the intersection according to the City's Heritage Village Park Master Plan.

Task 3. Final Design, Plans and Specifications

SEH will conduct final design including plans, specifications, and contract documents and will provide bidding administration. Final design will occur for the street, trail, and utilities along with the lighting, electrical infrastructure, and landscaping.

As part of final design, the base map will be finalized and used to help create the plans. A Gopher 1 call design locate will be conducted for private utilities, private utility information received from the Gopher 1 call will be inserted into the base map, existing utility information such as water main, sanitary sewer, and storm sewer will be drawn, proposed street, parking lot entrance, trail, and utility alignments will be created, and AutoTURN templates will be created (for a truck and boat trailer) and run on the proposed turning movements along 66th Street.

3a. Final Plans

We have assumed that final plans will be developed based on all the features identified in the preliminary report. We understand that certain items may be removed from final plan based on the City's available budget.

3b. Specifications, Contract Documents, and Permitting

Specifications and contract documents will be prepared, a quantity takeoff will be completed and an engineer's estimate and bid form will be developed. Required permitting will be prepared and submitted to the necessary agencies. This includes a Department of Health water main extension permit, a MPCA sanitary sewer extension permit, and if required, a right-of-way permit from Dakota County.

In addition, we will prepare a SWPPP and a NPDES permit application for the project. We understand that that City or construction contractor will pay all necessary permit application fees.

As described previously, wetland delineation will be conducted and if wetlands are present then permitting will need to occur. The cost for such permitting is not included in this scope. If wetlands are present, then the implications to the project scope and permitting will be discussed with the City.

3c. Environmental Action

As previously mentioned, Braum Intertec, Inc. is currently working on completion of the final Response Action Plan (RAP) for the site. SEH will incorporate the RAP into the final plans and specifications after it has been approved by the Minnesota Pollution Control Agency. The plans will define each area of the project site that requires action as defined in the approved RAP. Our preliminary fee estimate does not include any costs for environmental oversight during construction. SEH can provide a cost to the City to provide this service at your request.

3d. Bidding Administration

We will produce a PDF version of the plans and specifications to be uploaded to QwestCDN. We assume reproduction of up to four (4) sets of plans and specifications for City staff use and will maintain up to two (2) sets of plans and specifications in house for review by contractors during bidding.

We will prepare the advertisement for bids and submit the ad to required publications, create and issue addenda (if required), answer bidders questions, attend the bid opening at the City, check and tabulate bid results, prepare a letter of award recommendation to the City, and prepare and forward of the notice of award and contract agreement to the contractor.

Task 4. Construction Staking

SEH will provide a survey crew to provide the construction staking for the project. Staking tasks for this project will include horizontal control, trail offset stakes, sanitary sewer stakes, water main stakes, storm sewer stakes, curb and gutter stakes, and building pad stakes. Cut sheets will also be provided to the City by the SEH survey crew. All survey coordination for construction staking will be between the survey crew chief and the City. However, SEH will be available as needed to help schedule and communicate with the surveyors at the City's request.

Task 5. Construction Services

A resident project representative (RPR) is not included in the scope for this project. However, SEH will plan to provide construction administration for the City during construction. This administration will include attendance of the preconstruction meeting by the Project Manager, reviewing and approving shop drawings and submittals, communications with the City during construction to answer design related questions if they arise, up to two site visits during construction to address design issues as needed, and time to assist the City with project closeout.

Task 6. Record Drawing Services

SEH will provide the City with record drawing information and complete the record plans. This work includes providing final top of structure surveys and inverts on new storm sewer and sanitary sewer structures along with top of hydrant and gate valve surveys on all water main features. The work also includes updating the base map with record information and preparation of the record drawings for the City.

Schedule

Upon authorization from Council, we will meet with City staff to discuss a project schedule that meets the City's expectations and construction requirements.

Further definition of the potential impacts of soil and wetland issues could impact the project schedule along with unforeseen modifications in the project scope as the project progresses. We will bring any schedule impacted issues to the City's attention as they arise and adjust the schedule accordingly.

Compensation

SEH proposes to be compensated for the scope of work proposed in this Agreement on an hourly basis. Compensation will be based on the hourly cost of personnel plus reimbursable expenses, including reproductions, mileage, and equipment. We have provided a proposed fee for Phase 1 work which includes Tasks 1 and 2 to finalize the Preliminary Report. We have also provided an estimated fee for Phase 2 and 3 work which includes the design and construction phases, assuming that all of the improvements described in the Preliminary Report would be constructed. Our estimated fee for Phases 2 and 3 will be reviewed after the City approves the Report and determines what project elements will be constructed. The summary of engineering services is as follows:

Phase 1. Preliminary Engineering and Report

Task 1	Preliminary Topographic and Boundary Survey	\$6,600
Task 2	Preliminary Design and Report	\$43,000
Phase 1	Proposed Fees	\$49,600

Phases 2. Final Design / Phase 3. Construction

Task 3	Final Design, Plans and Specifications	\$80,700
Task 4	Construction Staking	\$10,900
Task 5	Construction Services	\$6,100
Task 6	Record Drawing Services	\$6,300
Phase 2 / 3.	Estimated Fees	\$104,000
Total Proposed and Estimated Fees		\$153,600

Tom Kaldunski, P.E.
May 3, 2011
Page 7

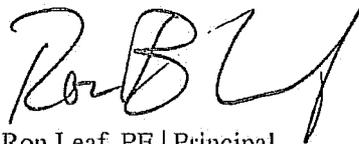
This agreement represents our understanding of the scope of the project to date. If this document satisfactorily sets forth your understanding of our agreement, please sign in the space below and return one copy to our office.

~~We look forward to working with you, your staff and the community on this project.~~
Respectively submitted,

SHORT ELLIOTT HENDRICKSON INC.



Greg Anderson, P.E. | Associate
Project Manager



Ron Leaf, PE | Principal
Client Service Manager

Approved this _____ day of _____, 2011

City of Inver Grove Heights, Minnesota

By _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution for the Cooperative Purchase of Election Equipment

Meeting Date: May 9, 2011
 Item Type: Consent
 Contact: 651.450.2513
 Prepared by: Melissa Rheame
 Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Approve resolution authorizing the cooperative purchase of election equipment with Dakota County.

SUMMARY:

Last year the Dakota County Board of Commissioners approved the concept of cost sharing to replace the current equipment utilized to tabulate election results (AccuVotes). It is anticipated that the County will go out for bids for replacement equipment in fiscal year 2013, for implementation during the 2014 elections. The County has requested that jurisdictions within Dakota County pass a resolution authorizing participation in the proposed cost share arrangement.

The current vote tabulators are becoming obsolete and experiencing higher failure rates and increased maintenance costs. It is necessary for all precincts within Dakota County to use the same equipment to ensure that there is consistent election programming and methodology. As Council may recall, the City participated in a similar cost share program for the purchase of the equipment currently utilized.

Dakota County currently has \$215,000 in unspent Help America Vote Act (HAVA) funds and has applied to receive approximately \$400,000 in unspent HAVA funds from the State of Minnesota Secretary of State's Office. It is anticipated that this funding will reduce the overall cost to all jurisdictions within Dakota County by approximately 50%. It is estimated that the current cost of each machine (including ballot box, hardware and software) will be \$8,000 per precinct. With a current total of 141 precincts in Dakota County, the estimated total cost is \$1.128 million. Reducing that total by \$615,000 with HAVA money brings the estimated total cost to \$513,000, or \$3,460 per precinct. If the City agrees to participate in the cost share agreement on a 50-50 basis, this means that Dakota County would pay \$256,500 of the total cost and the City would be responsible for approximately \$1,820 per machine/precinct. This total does not include sales tax, so I would estimate the actual cost to be approximately \$2,000 per machine.

The City previously purchased a total of twelve (12) AccuVotes to accommodate our ten voting precincts and to allow for two (2) extra machines in the event of failure/malfunctions on election day. It should be noted with the additional requirements related to Absentee Ballot boards, the eleventh machine had to be used on election day in 2010 leaving the City with only one (1) extra machine. Dakota County does not anticipate utilizing the cost share method to purchase any extra machines for local jurisdictions, so the City would be responsible for the full cost of each extra machine that is purchased.

I realize that the number of voting precincts in the City may change with the forthcoming redistricting process, however, I would suggest that the City again consider purchasing extra machines as a safeguard against machine failures/malfunctions on election day. It is much easier to dispatch an extra machine from City Hall and eliminates the need to wait for a machine

to be delivered from Dakota County, if one is even available. As previously mentioned, the implementation of an Absentee Ballot Board requires that a machine be programmed and solely utilized by the Board on election day. This means that the board essentially operates as an eleventh precinct. We are required to provide the machine for the Absentee Ballot Board's use out of our stock of "extra" machines, therefore it is not currently included/recognized by the County as a part of the cost-share program. This continues to be discussed with the County and may end up changing, however it is not a certainty at this point.

If the City was to replenish its existing stock of machines (12), the total expenditure would be approximately \$36,000 (\$2,000/machine for the City's ten precincts and \$8,000/extra machine). Again this could change if the total number of precincts in the City is amended through the redistricting process. Approval of this resolution is not a commitment to purchase a certain number of machines, it merely expresses the City's intent to participate in the cost sharing program.

While the expenditure is not scheduled until the 2013 fiscal year it is important that the City plan in advance for this purchase to adequately plan for our anticipated costs. Participation in the program would be very beneficial and would greatly reduce the costs associated with the purchase. It is anticipated that all Dakota County cities will adopt similar resolutions indicating their participation in the cost share program.

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

RESOLUTION NO. _____

RESOLUTION FOR THE COOPERATIVE PURCHASE OF ELECTION EQUIPMENT

WHEREAS, it is necessary for all precincts within Dakota County to use the same election equipment and;

WHEREAS, the election equipment is becoming obsolete and experiencing higher failure rates and increased maintenance costs and;

WHEREAS, Dakota County has Help America Vote Act funding remaining from previous grants and;

WHEREAS, Dakota County has applied for additional Help America Vote Act funds from the Minnesota Secretary of State.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Inver Grove Heights hereby supports the purchase new election equipment in fiscal year 2013 for implementation in election year 2014; and

BE IT FURTHER RESOLVED, that the City Council of the City of Inver Grove Heights does hereby agree to participate in the purchase of said election equipment by paying 50% of the net cost of the equipment after reducing the gross cost of said equipment by utilizing Help America Vote Act funds received by Dakota County, provided Dakota County pays the remaining 50% of the net cost of equipment.

BE IT FURTHER RESOLVED, that the City Council of the City of Inver Grove Heights authorizes the Deputy City Clerk and the Mayor to enter into any written agreements required for said purchase of election equipment

Adopted by the City Council of the City of Inver Grove Heights on May 9, 2011.

Ayes:

Nays:

George Tourville, Mayor

Attest:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Joint Powers Cost Share Agreement

Meeting Date: May 9, 2011
Item Type: Consent
Contact: 651.450.2576
Prepared by: Patrick Mylan, Technology Manager
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:

Approve joint powers cost share agreement with Dakota County for Pictometry International Corporation general license terms and conditions.

SUMMARY:

Pictometry International Corporation is the provider of geo-referenced, aerial image libraries and related software. Pictometry International has captured all of Dakota County in digital aerial images, including all of Inver Grove Heights. These images are used by Public Safety for preplanning, by Engineering and Planning departments for many daily tasks, along with the Building, Utilities, Parks, and Street Departments for all types of visual referencing. Pictometry captures geo-referenced, high-resolution orthogonal (straight down view) and oblique (captured at an angle) imagery within which structures and land features can be measured.

The license agreement will allow the City to install and use Pictometry's licensed products. The County and various other cities within Dakota County have reached an agreement to share the costs of licensing, installing and using Pictometry's licensed products.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Individual Massage Therapist License

Meeting Date: May 9, 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 Approval of an application by Andrea Matson for an individual massage therapist license.

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

Staff recommends approval of the application by Andrea Matson for an Individual Massage Therapist License to contract service at Relax n Tan, 5858 Blaine Ave.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

SCHEDULE PUBLIC HEARING

Meeting Date: May 9, 2011
Item Type: Consent
Contact: 651.450.2513
Prepared by: Melissa Rheaume
Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Schedule public hearing on May 23, 2011 at 7:30 p.m. to consider the application of Cameron's Warehouse Liquors, Inc. dba Cameron's Warehouse Liquors for an Off-Sale Intoxicating Liquor License for premises located at 6533 Concord Boulevard

SUMMARY:

George Cameron IV submitted an application for an Off-Sale Intoxicating Liquor License in anticipation of the relocation of his business this fall. Approval of the license would be contingent upon the closing of the business' current operation located on Cahill Ave.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: May 9, 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: Sam Lanners, Nicholas Demike, Jamie Dziewiz, Tara McKissock, Scott Gubash, Michael Sperl, Paula Egging, Maria Rosas.

Please confirm the seasonal/temporary separation of employment of: Priya Morris.

Please confirm the separation of employment of: Merrisa McLoughlin, Firefighter.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Ordering the Project, Approving Plans and Specifications, and Authorizing Advertisement for Bids for 2011 Pavement Management Program, City Project No. 2010-09I – Blaine Avenue (North Area) Mill and Overlay

Meeting Date: May 9, 2011
 Item Type: Public Hearing
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SST

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, Utility Fund, Assessments

PURPOSE/ACTION REQUESTED

Consider a resolution ordering the project, approving plans and specifications, and authorizing advertisement for bids for 2011 Pavement Management Program, City Project No. 2010-09I – Blaine Avenue (North Area) Mill and Overlay.

SUMMARY

The project was initiated by the City's Pavement Management Program (PMP) as approved by the City Council. On July 26, 2010, Council adopted a resolution establishing City Project No. 2010-09I. On April 11, 2011, Council approved the amended feasibility study, scheduled the public hearing, and authorized preparation for plans and specifications. A written notice of the Improvement Hearing was mailed to the affected landowners in accordance with the 429 assessment process.

The project location is Blaine Avenue from 50th Street to 1070 feet north of Upper 55th Street and sidewalk replacement on the east side of Blaine Avenue from Upper 55th to Blackburn Lane. The project improvements include full street width, full depth pavement removal; miscellaneous curb replacement; storm sewer casting adjustments; miscellaneous street repair; new pedestrian ramps, 2-inch bituminous base; 2-inch bituminous binder, and 2-inch bituminous wear course, pavement markings; sidewalk or pathway repair; sidewalk replacement; pedestrian ramps and a center median meeting MUTCD standards at the crosswalk for Gertens.

Braun Intertec, the geotechnical consultant, recommends full depth replacement of the street pavement (gravel, subgrade and curb to remain in-place) and replacing the damaged sidewalk along Blaine and near Upper 55th Street. In addition, a center median will be installed at the current crosswalk location to allow for pedestrian safety and ease of City maintenance activities. Gertens will be responsible for the cost of the sidewalk replacement, center median, and appurtenant work expenses and contingencies.

Gertens, City staff and the City Attorney have negotiated a waiver of assessment appeal agreement with Gertens. In addition, Gertens has agreed to address relocation and replacement of the irrigation system at their expense through a separate irrigation agreement. The project will need to be completed by mid-September in order to accommodate Gertens business operations. The waiver of assessment appeal agreement is presented for approval in an agenda item following this public hearing. Gertens will be required to execute the agreements prior to award of the project.

Staff has discussed the assessments with adjacent property owners. There is general consensus that the project is necessary; however, one landowner with a vacant lot has requested that the repayment period for assessments be at least 5 years; 10 years if possible. For the assessment process, staff recommends the principal amount of special assessment will be equally amortized over a 10 year period. This is consistent with the Gertens agreement and the PMP Policy on street reconstruction.

The total estimated project cost is \$661,075. The total amount proposed to be assessed is \$287,440 per the PMP. The proposed assessment amounts have been determined to be acceptable through an independent appraiser.

I recommend approval of the resolution ordering the project, approving plans and specifications, and authorizing advertisement for bids for 2011 Pavement Management Program, City Project No. 2010-09I – Blaine Avenue (North Area) Mill and Overlay.

TJK/kf

Attachments: Resolution

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

**RESOLUTION ORDERING IMPROVEMENTS, APPROVING PLANS AND SPECIFICATIONS,
AND AUTHORIZING ADVERTISEMENT FOR BIDS FOR 2011 PAVEMENT MANAGEMENT
PROGRAM, CITY PROJECT NO. 2010-09I – BLAINE AVENUE (NORTH AREA) MILL AND
OVERLAY**

RESOLUTION NO. _____

WHEREAS, a resolution passed by the City Council on the 11th day of April 2011 called for a public hearing on the proposed improvement project, 2011 Pavement Management Program, City Project No. 2010-09I – Blaine Avenue (North Area) Mill and Overlay; and

WHEREAS, published notice was given pursuant to Minnesota Statute 429.031, and the hearing was held thereon on the 9th day of May 2011, at which time all persons desiring to be heard were given an opportunity to be heard thereon; and

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

1. Such improvement is hereby ordered as proposed in this Council resolution adopted May 9, 2011.
2. The project shall be funded from the Pavement Management Fund, Utility Fund and special assessments.
3. The plans and specifications of City Project No. 2010-09I are hereby approved.
4. The City Engineer is hereby authorized to advertise for bids with respect to City Project No. 2010-09I.
5. The contract for these improvements shall be let no later than two years after the adoption of this resolution.

Adopted by the City Council of Inver Grove Heights this 9th day of May 2011.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CITY OF INVER GROVE HEIGHTS

Meeting Date: May 9, 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 Second 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

The City Council discussed the first reading of the ordinance on April 25, 2011. City Council requested staff to provide a map showing the locations of existing storage areas and areas that could be used as future storage sites.

ANALYSIS

The Public Works and Parks and Recreation Departments have identified parcels that are currently being used, or have been used in the past for some type of material storage. The attached map shows the six locations identified. The Blaine Avenue Pit and the Gish properties have a long history of being used for storage of materials. The Parks Department has a small nursery on the Salem Hills Park site and it is also used for occasional temporary storage of wood chips and mulch. The Kuchera property and Rich Valley Park are also used by the Parks Department for occasional temporary storage of materials such as mulch. All of the properties except for the Kuchera property (4) and the Gish property (2) are zoned P, Institutional. These two properties should be rezoned to be consistent with the proposed ordinance amendment.

Questions were also raised regarding how the city was managing the Emerald Ash Borer problem. As a refresher for the Council, staff has included the Emerald Ash Borer Management Plan that was adopted in 2010.

RECOMMENDATION

Planning Staff: Staff recommends approval of the second reading of the ordinance as presented.

Attachments: Ordinance Amendment 2nd Reading
 Map of Areas Designated for Outdoor Storage
 Emerald Ash Borer Management Plan

**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:

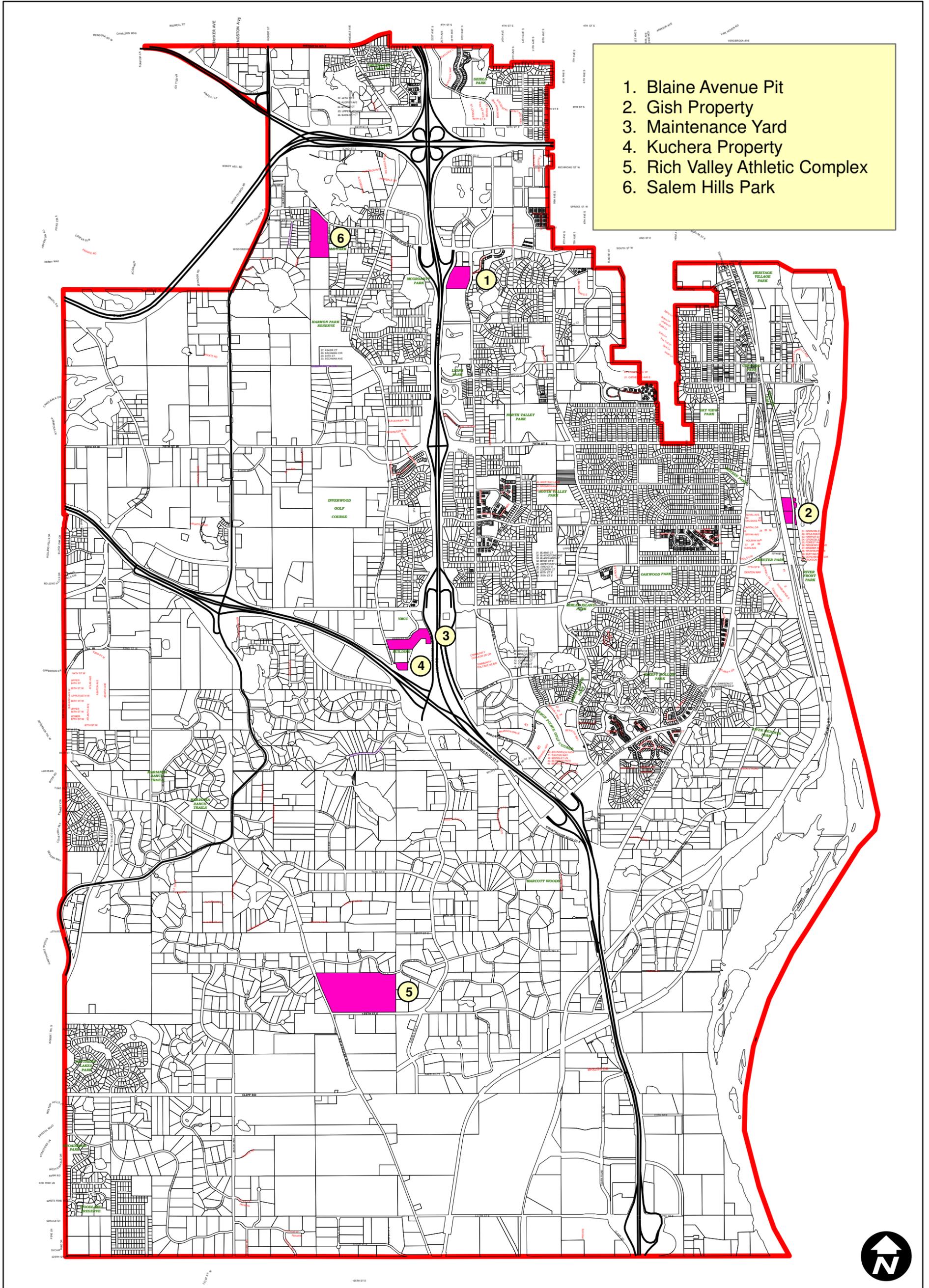
Melissa Rheaume, Deputy City Clerk



Areas Designated for Outdoor Storage

areas identified by the Public Works and Parks and Recreation Departments

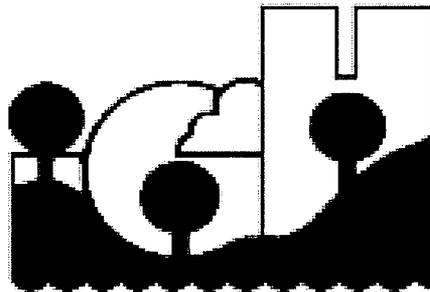
May 9, 2011



Emerald Ash Borer Management Plan

City of Inver Grove Heights

June 2010





City of Inver Grove Heights Emerald Ash Borer Management Plan

Purpose:

The City will take a proactive approach and spread the physical and fiscal costs associated with the outbreak of Emerald Ash Borer over a 10-year timeframe. The loss of ash trees in Inver Grove Heights will have a devastating effect on home values, quality of life and the environment. Our goal is to buffer that impact in advance by implementing current best arboricultural management activities.

Introduction:

The Emerald Ash Borer (EAB) is a non-native insect that was introduced to North America from Asia. It was discovered in the Detroit, Michigan / Windsor, Ontario area in 2002 and probably arrived in wood packing materials on cargo ships or airplanes. Despite eradication and suppression efforts, EAB has killed over 20 million Ash trees in Michigan, Ohio, Indiana, Illinois, Maryland and Ontario. EAB is a beetle that is smaller than a dime. The adult does very little damage. However, this is not the case with the larvae (immature stage) that feed on the inner bark of Ash trees. This feeding disrupts the tree's ability to transport water and nutrients. Larval feeding takes place over a period of years and eventually kills the infested tree. All species of Ash are susceptible. Because EAB is hard to detect, it can be present for years before an infestation is confirmed. There are currently no known control measures for EAB. This means that it has the potential of killing all of Ash trees throughout the United States and Canada. In Inver Grove Heights there are ash trees which compose the urban tree canopy within the park system, Inver Wood Golf Course, and other public property. There are Ash trees located within the right-of-way (ROW) growing as boulevard trees. There are also a large amount of Ash trees found on public natural areas and private property. It is possible that despite state and federal quarantines of infested regions, EAB may already be established in Inver Grove Heights.

Economic Impact:

Removing and reforesting Ash trees will be a tremendous physical and financial challenge for the City and private property owners. Utilizing a simple formula for removals, stumping and replanting a cost estimate can be determined. For example, consider an average removal cost of \$200, (disposal, stump removal, and restoration) and an average replanting cost of \$200. At these rates, the economic impact of losing 1,113 trees would be about \$329,000.

At this time there are no known federal or state grant programs available to help assist the City in the removal and reforestation activities that will be necessary to combat this infestation.

Inform the Public:

In addition to utilizing TV & newspaper media relations, there are other means whereby the City can disseminate information about EAB. The most accessible are those that the City has direct control over. These include: "*Insights*", our newsletter, our web site, direct mail and cable TV.

The City of Inver Grove Heights must prepare and manage for the arrival of EAB on three fronts:

- Public property (i.e. parks, golf course, City Hall, Fire Stations, Water Treatment Plant etc.)
- Boulevard street trees within the right-of-way
- Private property trees

*City of Inver Grove Heights
Ash Tree Inventory
May 2010*

	Good		Fair		Poor		Total
	Tree Count	Percentage	Tree Count	Percentage	Tree Count	Percentage	
Park (mowed area)	368	41%	33	20%	11	24%	412
Inver Wood Golf Course	39	4%	2	1%	0	-	41
City Facilities	61	7%	17	11%	1	2%	79
Right-of-way (public)	439	48%	109	68%	33	74	581
Private property	-	-	-	-	-	-	Unknown
Total	907		161		45		1,113

The current evidence from Michigan and Ohio show that once EAB becomes established – it takes about five to ten years to infest and kill the majority of the ash trees in a city.

Public Property Trees:

1. The City will not plant any new ash trees on public property.
2. The City shall begin to remove any poor quality trees or trees in fair condition with major defects.
3. The City will continue to cooperate with the Minnesota Department of Agriculture and Minnesota Department of Natural Resources to establish EAB detection trees as needed on city property.
4. Ash trees in wooded areas will be left alone – unless by a bike path or structure and may cause harm if it falls. If it is an early EAB infestation we will be removing infested trees as needed to slow the spread to the community.
5. In mowed areas ash trees will be replaced.

Right-of-Way Trees:

1. The City will begin a policy of excluding any new ash trees on public right-of-way – with the recommendation that citizens and businesses discontinue the use of ash in new plantings.
2. The City will remove any boulevard ash tree at citizen request. Based on current City Ordinance (7-1-4), a new tree cannot be placed in the right-of-way.
3. The City will permit residents to chemically treat an ash tree in the public ROW under the conditions of hiring a licensed tree service that is bonded and insured, and that is a State of Minnesota Licensed Commercial Pesticide Applicator using state approved trunk injection pesticides only. By using trunk injections hopefully this reduces pesticide exposure to others and the environment overall. (Note: Chemical treatment would not preclude future removal of said ash tree if deemed necessary.)
4. The City will hire a contractor to begin to remove 10% of ash trees each year beginning with poor and fair quality trees. The removal shall include the complete removal of the tree, stump and ground restoration. All costs will be borne by the City of Inver Grove Heights.
5. Trees removed from the ROW will not be replaced.

Trees on Private Property:

1. There are many thousands of ash trees, large and small, on private property in Inver Grove Heights. No reliable inventory exists, and ash densities vary by neighborhood.
2. Property owners are urged to monitor for the EAB.
3. City of Inver Grove Heights Ordinance, Chapter 8 Diseased Trees, will be updated to reflect the Emerald Ash Borer threat. The same parameters concerning Dutch Elm Disease and Oak wilt are appropriate measures to slow the spread of EAB.
4. It would be prudent for residents to establish a relationship with an ISA Certified Arborist now in the event that ash evaluation or removal is desired. When residents call the City with questions they will be encouraged to consult with a ISA Certified Arborist that is insured and bonded. City staff will not inspect trees on private property.
5. The City also encourages residents to replace trees lost with species appropriate for the site, or to plant new trees in advance of EAB infestation and ash removal as a way of tree canopy cover and lessening the large economic and environmental impact of the Emerald Ash Borer.
6. The City will not treat or dispose of any trees found on private property.

Ordinances and Policies:

The City has Ordinances and policies that affect and outline what actions the City can take to manage diseased trees. Ordinance revisions will be recommended to the City Council as appropriate to address the infestation of EAB.

Title 5 Chapter 8

The diseased tree ordinance will be updated as necessary to include EAB.

Title 7 Chapter 1

Under current City Ordinance, trees are not permitted within 5' of the public ROW.

Development Plan Approval Process

Future approvals of development/redevelopment will include a condition stating that no ash trees shall be allowed as a condition of approval.

Structured Removal Plan:

The City will adopt a proactive "Structured Removal Plan" of ash trees, including those in decline, and that meets a set percentage of ash in anticipation of the larger loss of the entire ash population. The intent is to hopefully slow the spread of EAB by reducing host trees, thus, spreading out management costs over several years by avoiding a "spike" in diseased and dangerous trees.

Disposal:

The probable loss of thousands of ash trees creates several challenges for the City in regards to public trees as well as residents and commercial tree services dealing with private property trees.

In the early stages of infestation, care to slow down the spread of EAB is paramount not only for Inver Grove Heights, but to other communities and the state.

The most critical period for movement of confirmed EAB ash trees is the months of May – July. This is the period where adult beetles emerge from trees, begin feeding on foliage, move to even more trees, and lay their eggs. During this period, it is best to leave these trees standing and not chance the possible spread of EAB by transporting beetle infested wood to other areas. After this period, from about August 1st to April 30th each year, EAB trees can be removed and transported so long as they are promptly chipped to the required dimensions, less than 1"x1"x1" in any one dimension, effectively killing any EAB larvae.

The City will explore emergency marshalling yard(s)—suitable for on-site tub grinding--within areas of EAB confirmed trees that need to be removed in response to an emergency, such as clean up of a wind storm during the months when beetles are active. These yard(s) would be used to process all wood in the area, including public, and private from property owners and commercial tree services.

Reforestation:

The future expected loss of ROW, public and open space ash trees will require a massive reforestation effort. The benefits trees provide is broadly understood and includes cleaning our air, cooling our atmosphere, saving energy through shade and wind breaks, and making our city safer and more pleasant. Re-planting lost trees may be the most important part of the management plan because it will keep Inver Grove Heights a livable city for future generations.

One strategy to increase the number of new trees planted is to choose less expensive 1 ½ to 1 ¾ inch, bare root stock. This is becoming common practice in many communities. The loss of ash trees due to EAB will require an infusion of tree planting money.

Links to Websites with EAB Information:

- [Minnesota Department of Agriculture](#)
- [University of Minnesota Department of Forest Resources](#)
- [Emerald Ash Borer Web site](#)

Projected Budget Cost (Public):

*City of Inver Grove Heights
Ash Tree Management
Estimated Costs
May 2010*

	Trees	Removal @ \$200/tree	Replacement @ \$200/tree	Total
Park (mowed area)	412	\$82,400	\$82,400	\$164,800
Inver Wood Golf Course	41	\$8,200	\$8,200	\$16,400
City Facilities	79	\$15,800	\$15,800	\$31,600
Right-of-way (public)	581	\$116,200	NA	\$116,200
Total	1,113	\$222,600	\$106,400	\$329,000

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Approving a Waiver of Assessment Appeal Agreement with Gertens for City Project No. 2010-09I – Blaine Avenue (North) Mill and Overlay

Meeting Date: May 9, 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
SST

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

PURPOSE/ACTION REQUESTED

Consider a resolution approving a waiver of assessment appeal agreement with Gertens for City Project No. 2010-09I – Blaine Avenue (North) Mill and Overlay. This agreement will also allow for the assessment of Gerten’s properties that are in the “green acres” program.

SUMMARY

The City Council has ordered a public hearing for City Project No. 2010-09I – Blaine Avenue (North) Mill and Overlay following the preparation of a feasibility study for the project. This public hearing is scheduled on May 9, 2011 and the hearing should be concluded before taking action on this item.

The project will result in assessments to a number of parcels owned by Gertens. In the document, Gertens agrees to waive their right under M.S. 429 to appeal assessments up to a maximum of \$221,324 as outlined in the feasibility study.

In addition, the City agrees that the assessment cannot exceed \$221,324 and the City waives the right to assess a higher amount in the event bids come in higher than the estimate in the feasibility study.

This waiver also includes provisions whereby Gertens agrees to waive any “green acres” deferment for their properties with regard to the special assessments which will be levied. A copy of the waiver of assessment appeal is attached.

It is recommended that the City Council approve the resolution approving the Waiver of Assessment Appeals Agreement with Gertens for City Project No. 2010-09I.

TJK/kf
 Attachments: Resolution
 Agreement

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION APPROVING A WAIVER OF ASSESSMENT APPEAL AGREEMENT WITH
GERTENS FOR CITY PROJECT NO. 2010-09I – BLAINE AVENUE (NORTH) MILL AND OVERLAY**

RESOLUTION NO. _____

WHEREAS, a resolution passed by the City Council on the 11th day of April 2011 called for a public hearing on the proposed improvement project, 2011 Pavement Management Program, City Project No. 2010-09I – Blaine Avenue (North Area) Mill and Overlay; and

WHEREAS, published notice was given pursuant to Minnesota Statute 429.031, and the hearing was held thereon on the 9th day of May 2011, at which time all persons desiring to be heard were given an opportunity to be heard thereon; and

WHEREAS, a public hearing was held on May 9, 2011; and

WHEREAS, the City of Inver Grove Heights and Gertens have prepared a waiver of assessment appeal agreement regarding assessments for City Project No. 2010-09I.

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

1. The Waiver of Assessment Appeal Agreement with Gertens regarding assessments on City Project No. 2010-09I is hereby approved as submitted.

Adopted by the City Council of Inver Grove Heights, Minnesota this 9th day of May 2011.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

WAIVER OF ASSESSMENT APPEAL FOR
AMOUNT UP TO \$221,323.63 RELATING TO PROPERTIES LOCATED ALONG
BLAINE AVENUE OWNED BY ROBERT L. GERTEN AND VIRGINIA B. GERTEN AND
GLG PROPERTIES RELATED TO THE BLAINE AVENUE (NORTH AREA) FULL
DEPTH MILL AND REPAVE PROJECT, CITY PROJECT NO. 2010-091

This Waiver Agreement is made, entered into and effective this 9th day of May, 2011, by and among the undersigned Robert L. Gerten and Virginia B. Gerten, husband and wife as tenants in common and GLG Properties, a Minnesota general partnership (hereinafter individually and collectively referred to as Landowners) and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter City). Based on the recitals, covenants, warranties and representations herein contained, the Landowners and City do hereby agree as follows:

WHEREAS, Robert L. Gerten and Virginia B. Gerten and GLG Properties are hereafter individually and collectively referred to as Landowners.

WHEREAS, Landowners respectively own certain interests in the following real properties in the City of Inver Grove Heights, Dakota County, Minnesota (hereafter referred to as the Properties) to the extent and manner shown below:

OWNERSHIP INTEREST HELD	TAX PARCEL IDENTIFICATION NUMBER	LEGAL DESCRIPTION
GLG Properties owns fee title	20-83400-07-100	Parcel A as described on attached Exhibit A
GLG Properties owns fee title	20-83400-08-070	Parcel B as described on attached Exhibit B
GLG Properties owns a contract for deed vendee interest	20-03310-04-011	Parcel C as described on attached Exhibit C
GLG Properties owns fee title	20-03310-04-012	Parcel D as described on attached Exhibit D
Robert L. Gerten and Virginia B. Gerten own fee title	20-03310-03-021	Parcel E as described on attached Exhibit E

OWNERSHIP INTEREST HELD	TAX PARCEL IDENTIFICATION NUMBER	LEGAL DESCRIPTION
Robert L. Gerten and Virginia B. Gerten own fee title	20-03310-79-022	Parcel F as described on attached Exhibit F
GLG Properties owns fee title	20-03310-80-020	Parcel G as described on attached Exhibit G

WHEREAS, the City is considering the construction of the Blaine Avenue (North Area) Full Depth Mill and Repave Project, City Project No. 2010-09I (the Project).

WHEREAS, Landowners desire that the Project be constructed.

WHEREAS, if the Project is constructed by the City, the City intends to specially assess the Properties for the construction of the Project. The City is not willing to construct the Project unless the Landowners waive any right to appeal the special assessments against the Properties and unless the Landowners waive any "green acre" deferment for the Properties with regard to the levied special assessments.

WHEREAS, the City has not yet ordered the Project pursuant to Chapter 429 of the Minnesota Statutes and the City has not as yet levied any special assessments against the Properties under Chapter 429 of the Minnesota Statutes.

WHEREAS, on the terms set forth herein, Landowners are willing to waive their right to appeal the special assessments for the Project against the Properties and Landowners are willing to waive any right to have the special assessments deferred under green acre status provided the special assessments against the Properties do not exceed the amounts set forth below:

OWNERSHIP INTEREST HELD	PARCEL / LEGAL DESCRIPTION	ASSESSMENT AMOUNT
GLG Properties owns fee title	Parcel A	\$15,850.22
GLG Properties owns fee title	Parcel B	\$6,552.49
GLG Properties owns a contract for deed vendee interest	Parcel C	\$74,807.93
GLG Properties owns fee title	Parcel D	\$25,137.52
Robert L. Gerten and Virginia B. Gerten own fee title	Parcel E	\$22,096.41
Robert L. Gerten and Virginia B. Gerten own fee title	Parcel F	\$61,237.03
GLG Properties owns fee title	Parcel G	\$15,642.03
TOTAL		\$221,323.63

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

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

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

WHEREAS, the undersigned Landowners, after reviewing all of the information about the Project and the information related to assessment methodology, have determined to waive their rights to appeal assessments up to the amounts shown above against the Properties for such Project improvements and Landowners have determined to waive any rights for green acre deferral with respect to the Properties with regard to payment of the assessments.

WHEREAS, Landowners acknowledge benefit to the Properties from the Project up to the amounts shown above.

NOW, THEREFORE, to induce the City to consider the Project, the undersigned Landowners recognize, acknowledge, and knowingly and voluntarily agree that:

Section 1. The respective Properties will be specially benefited by the Project up to the following respective assessment amounts:

OWNERSHIP INTEREST HELD	PARCEL / LEGAL DESCRIPTION	ASSESSMENT AMOUNT
GLG Properties owns fee title	Parcel A	\$15,850.22
GLG Properties owns fee title	Parcel B	\$6,552.49
GLG Properties owns a contract for deed vendee interest	Parcel C	\$74,807.93
GLG Properties owns fee title	Parcel D	\$25,137.52
Robert L. Gerten and Virginia B. Gerten own fee title	Parcel E	\$22,096.41
Robert L. Gerten and Virginia B. Gerten own fee title	Parcel F	\$61,237.03
GLG Properties owns fee title	Parcel G	\$15,642.03
TOTAL		\$221,323.63

Section 2. Landowners waive any and all procedural and substantive objections to the special assessments up to the amounts shown in Section 1. Landowners hereby waive all notice and hearing requirements with respect to imposition of the special assessments. Landowners hereby waive any claim that the special assessments against the Properties up to the amounts shown in Section 1 exceed the benefit to the Properties.

Section 3. With respect to the special assessments shown in Section 1 against the Properties for the Project, Landowners waive any appeal rights otherwise available pursuant to Minnesota Statutes § 429.081.

Section 4. To the extent that the Properties have “green acre” status under Minnesota Statutes § 273.111, Subd. 11, the Landowners hereby waive any right or privilege to have the special assessments for the Project deferred pursuant to Minnesota Statutes § 273.111, Subd. 11. Landowners agree that unless the special assessments are prepaid by the Landowners, the special assessments shall be certified to Dakota County to be collected on the annual installment basis determined by the City, together with accrued interest, and there shall be no deferment of Landowners obligation to pay the special assessments. Landowners agree that for purposes of these special assessments any deferment under Minnesota Statutes § 273.111, Subd. 11 shall not apply. Landowners consent and agree that in processing collection of special assessments, the City and Dakota County shall not treat the special assessments as being deferred under Minnesota Statutes § 273.111, Subd. 11.

Section 5. All terms and conditions of these Waivers shall run with the Properties herein described, and shall be binding upon the Properties and the successors and assigns of the undersigned Landowners. These Waivers shall also apply to any after-acquired title of Landowners in the Properties.

Section 6. The City may record this Waiver Agreement against the Properties.

Section 7. The Landowners agree that the recitals contained in this Waiver Agreement are an integral part of this Waiver Agreement.

Section 8. The Landowners warrant and represent that they have an ownership interest in the Properties as shown in Section 1.

Section 9. These Waivers shall be continuing and irrevocable. These Waivers are made knowingly and voluntarily by the undersigned Landowners.

NOW, THEREFORE, for and in consideration of the covenants and agreements made by Landowners herein, the City agrees as follows:

Section A. That the principal amount of the special assessments for City Project No. 2010-09I, Blaine Avenue (North Area) Full Depth Mill and Repave Project will be equally amortized over ten (10) annual installments.

Section B. The first principal installments will be due and payable in the calendar year 2012 or 2013.

Section C. Interest shall begin to accrue from the date of levy of the special assessments.

Section D. The interest shall be at the rate then being charged by the City for similar assessment projects at the time of assessments against the Properties.

Section E. The total special assessments against the respective Properties for the Project shall not exceed the amounts shown in Section 1.

Section F. The City agrees that the recitals contained in this Waiver Agreement are an integral part of this Waiver Agreement.

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

IN WITNESS WHEREOF, the Landowners and the City have executed this Waiver Agreement on the 9th day of May, 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 9th day of May, 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

LANDOWNERS

By: _____
Robert L. Gerten

By: _____
Virginia B. Gerten

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of May, 2011, before me a Notary Public within and for said County, personally appeared Robert L. Gerten and Virginia B. Gerten, as tenants in common, 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, MN 55075
(651) 451-1831

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

EXHIBIT A
LEGAL DESCRIPTION OF PARCEL A

Lots Six (6), Seven (7), Eight (8), Nine (9), and Ten (10), Block Seven (7), Warren and McDowell's Acre Lots No. 2, according to the plat on file or of record in the office of the County Recorder, Dakota County, Minnesota.

(Torrens Property; Certificate No.: 101902; 032732)
Tax Identification Number: 20-83400-07-100

EXHIBIT B
LEGAL DESCRIPTION OF PARCEL B

Lots Six (6) and Seven (7), Block Eight (8), Warren and McDowell's Acre Lots No. 2, according to the plat thereof on file and of record in the office of the Register of Deeds in and for Dakota County, Minnesota.

(Torrens Property; Certificate No.: 101902; 032732)
Tax Identification Number: 20-83400-08-070

EXHIBIT C
LEGAL DESCRIPTION OF PARCEL C

The West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ except the South 208.71 feet of the North 744.71 feet of the East 208.71 feet thereof, in Section 33, Township 28, Range 22, Dakota County, Minnesota.

(Abstract Property)

Tax Parcel Identification Number: 20-03310-04-011

EXHIBIT D
LEGAL DESCRIPTION OF PARCEL D

The south 208.71 feet of the north 744.71 feet of the east 208.71 feet of the W ½ SW ¼ NE ¼ of Section 33, T. 28N., R.22W., Dakota County, Minnesota, containing 1.00 acre more or less, subject to easements of record.

(Abstract Property)

Tax Identification Number: 20-03310-04-012

EXHIBIT E
LEGAL DESCRIPTION OF PARCEL E

The East Half (E ½) of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼), Section Thirty-three (33), Township Twenty-eight (28), Range Twenty-two (22), according to the Government Survey thereof, Dakota County, Minnesota.

(Abstract Property)
Tax Identification Number: 20-03310-03-021

EXHIBIT F
LEGAL DESCRIPTION OF PARCEL F

The North 270 feet of the East Half (E ½) of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼), Section Thirty-three (33), Township Twenty-eight (28), Range Twenty-two (22), according to the Government Survey thereof, Dakota County, Minnesota.

(Abstract Property)

Tax Identification Number: 20-03310-79-022

EXHIBIT G
LEGAL DESCRIPTION OF PARCEL G

That part of the West ½ of the Northwest Quarter of the Southeast Quarter lying Easterly and Southerly of the centerline of Blaine Avenue in Section 33, Township 28, Range 22, Dakota County, Minnesota, subject to any easements and encumbrances of record.

(Abstract Property)

Tax Identification Number: 20-03310-80-020

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Authorizing Preparation of a Feasibility Report for Pond T-23 Emergency Overflow Outlet

Meeting Date: May 9, 2011
Item Type: Consent
Contact: Scott D. Thureen, 651.450.2571
Prepared by: Scott D. Thureen, Public Works Director
Reviewed by: 

<input type="checkbox"/>	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: Mn/DOT Funding, Special Assessments, Storm Water Special Tax District Levy

PURPOSE/ACTION REQUESTED

Consider resolution authorizing preparation of a feasibility report for Pond T-23 Emergency Overflow Outlet.

SUMMARY

As part of the discussions between Mn/DOT and staff to receive approval of the Mn/DOT permit required for the Gertens greenhouse expansion (approved by the City Council on February 28, 2011), City staff and Gertens are working with Mn/DOT, the City of South St. Paul and Barr Engineering Company (the City's Water Resources Consulting Engineer involved in the Gertens project review) on a plan to provide for a long-term drainage solution for an emergency overflow outlet to Pond T-23 (see map). This is a Mn/DOT-owned storm water basin that receives water from the City's storm sewer system and from numerous private properties (including Gertens). Condition 16 of Resolution 11-28 (attached), which amended the final development plans for the Gertens Greenhouses, Inc. property located at 5500 Blaine Avenue, addresses this project.

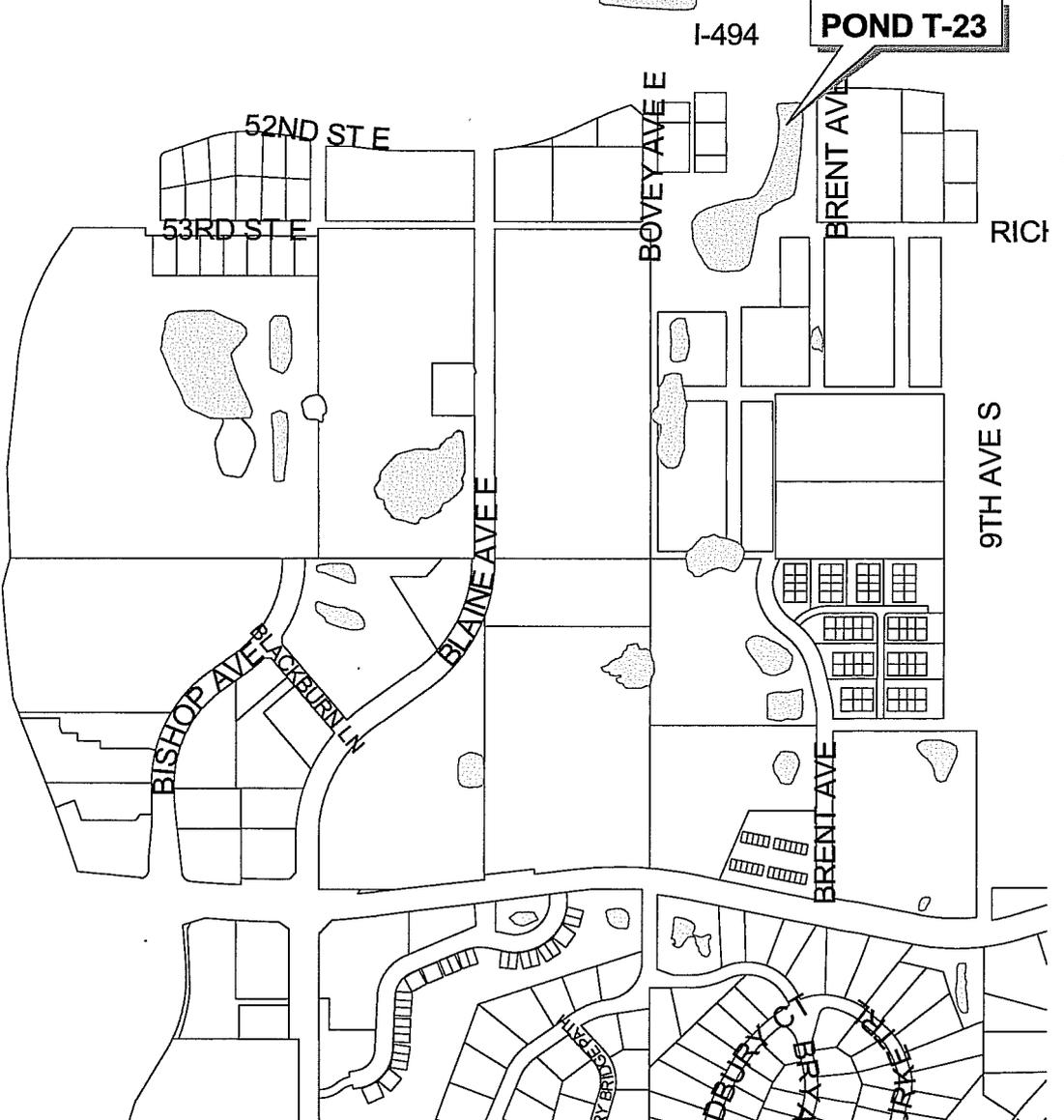
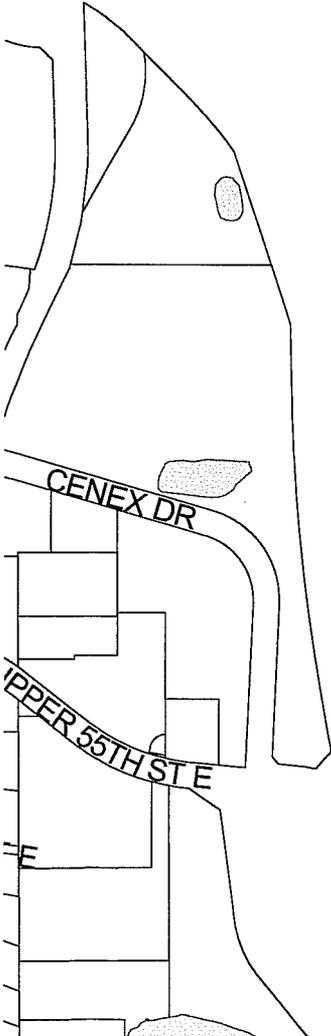
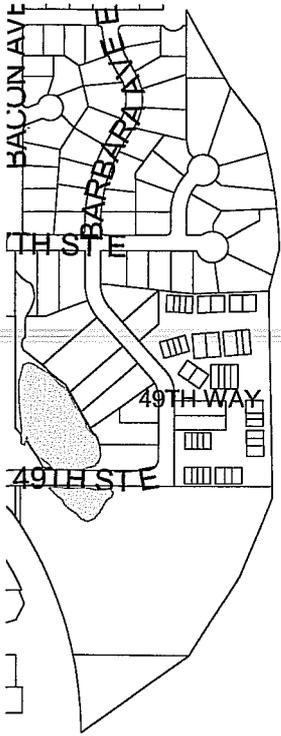
Staff met with Mn/DOT personnel to discuss the process for advancing a project. The most effective approach has the City preparing a feasibility study with assistance from Mn/DOT and Barr Engineering. The study will recommend a project design and present a preliminary funding plan.

If a project is advanced, it will provide benefit to many parties. Mn/DOT will have a reliable emergency overflow outlet for Pond T-23, addressing its concern over the impact of uncontrolled overflow from the pond. Inver Grove Heights, Gertens, and other private properties in the watershed of Pond T-23 will have flexibility in storm water design for future development by being able to direct runoff to Pond T-23 (with a Mn/DOT permit). If a project is advanced soon enough, Gertens may be able to avoid the cost of installing some temporary storm water infrastructure required by the Mn/DOT permit for its greenhouse expansion.

I recommend that the City Council approve the resolution authorizing a feasibility study for City Project No. 2011-03 – Pond T-23 Emergency Overflow Outlet. Once the study scope is finalized, staff will bring a proposal from Barr Engineering for the completion of storm water modeling required for the study.

TJK/kf

Attachments: Map
Excerpt from Resolution 11-28
Resolution



11'

I-494

POND T-23

roads and on-site water supply shall be required prior to issuance of any building permits.

10. The maximum peak p.m. hour traffic generation permitted for the site shall be 208 trips.
11. When the land upon which the 10'x10' business sign is located ceases to be leased as a contiguous parcel with the remainder of the Gerten Greenhouse parcels, the sign shall be removed within 90 days.
12. Any approval of this application must be contingent upon approval of a wetland replacement plan.
13. Prior to commencement of any construction, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer.
14. All the City Engineer's comments in the October 7, 2010 letter and its supplement and also the February 25, 2011 letter and the memo outlining the short term and long term drainage plans shall be resolved before the construction plans are approved and construction can start.
15. The proposed 2/23/11 plan requires Mn/DOT approval of a drainage permit because it sends runoff to the Mn/DOT pond along I-494 (also known as the trailer court pond or T23). The drainage plan can be approved as modeled by the City's consultant, Barr Engineering, for the proposed greenhouse expansion in the short term.
16. Mn/DOT will require Gertens to work with the City, Mn/DOT, the City's consultant and the City of South St. Paul to provide the long term drainage solutions to allow commercial development on Gertens entire site along Upper 55th Street. A joint powers agreement with South St. Paul will be required. This document would need Council approval. Gertens may utilize the long term solution for regional drainage if it is implemented before greenhouse construction begins.
17. An improvement agreement shall be required and shall be approved by the City Council prior to any work commencing on the site.
18. Easements for drainage and utility shall be provided as required by the City Engineer.
19. Additional right-of-way or public easement shall be granted to the City for Blackberry Trail. Amount of easement to be determined and approved by the City Engineer.

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION AUTHORIZING PREPARATION OF FEASIBILITY REPORT FOR POND T-23
EMERGENCY OVERFLOW OUTLET – CITY PROJECT NO. 2011-03**

RESOLUTION NO. _____

WHEREAS, Condition 16 of Resolution 11-28, approved on February 28, 2011, calls for the City to work with Mn/DOT, Gertens, Barr Engineering Company and the City of South St. Paul to develop a long-term solution to provide an emergency overflow outlet to Pond T-23; and

WHEREAS, Mn/DOT, the City and private property owners, including Gertens, in the T-23 watershed would benefit from the installation of said outlet.

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

1. That the proposed improvement be referred to the Public Works Director for study, and that he/she be instructed to report to the Council with all convenient speed, advising the Council, in a preliminary way, as to whether the proposed improvements are feasible and as to whether it would be best made, as proposed, or in connection with other improvements and the estimated cost of the improvements as recommended.

Adopted by the City Council of Inver Grove Heights, Minnesota this 9th day of May 2011.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Acceptance of Bids and Award of Contract for 2011 Pavement Management Program, City Project No. 2011-09D – South Grove Urban Street Reconstruction Area 6

Meeting Date: May 9, 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

SST

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: Special Assessments, Pavement Management Fund, Municipal State Aid Funds, Water Fund, Sewer Fund, Park and Recreation Acquisition Fund

PURPOSE/ACTION REQUESTED

Consider resolution awarding contract for 2011 Pavement Management Program, City Project No. 2011-09D – South Grove Urban Street Reconstruction Area 6.

SUMMARY

Bids were opened at 10:00 a.m. on May 3, 2011 for the subject project. Four contractors submitted bids.

The low base bid was submitted by S.M. Hentges & Sons, Inc. in the amount of \$2,476,829.70. Note that this is the corrected base bid amount on this unit price bid. Errors were found in 3 of the 4 bids received. All errors were corrected per the contract language and reviewed by the City Attorney, City Engineer and the consulting engineer. Details of the corrections are outlined in the summary of bids letter dated May 5, 2011 (attached) by Kimley-Horn & Associates, Inc.

Six alternate bids were included in the project as summarized by Kimley-Horn & Associates, Inc. Upon review of the base bid and all alternate bids, it is recommended that the City Council award the contract to S.M. Hentges & Sons for the following:

Base Bid	\$2,476,829.70
Alternate Bid No. 1 – Craig Court Reconstruction	119,230.50
Alternate Bid No. 4 – Skyview Park Project Fill Site	24,006.50
Alternate Bid No. 5 – McPhillips Project Fill Site	25,900.50
Alternate Bid No. 6 – 66th Street Project Fill Site	<u>15,077.50</u>
	\$2,661,044.70

S.M. Hentges & Sons is the low bidder based on the corrected amount of their unit price bid for the recommended total contract award of \$2,661,044.70. This amount is 19% less than the preliminary engineer's estimate of \$3,301,607.

Three alternate bids were included in the contract documents as directed by the City Council. These alternate bids are summarized as follows:

- Alternate Bid No. 1 – Craig Court Full Reconstruction
- Alternate Bid No. 2 – Craig Court Mill and Overlay
- Alternate Bid No. 3 – Craig Court Partial Reconstruction

These alternate bids were included because of comments received at the public hearing on the project. The City's geotechnical consultant, AET, Inc. was hired to do additional testing on Craig Court following the public hearing. A copy of AET's March 21, 2011 report on Craig Court is attached. The City Engineer's memo dated March 23, 2011 is also attached. AET and the City Engineer recommend that Craig Court be reconstructed per alternate bid no. 1 because the underlying subgrade soils are frost susceptible and the pavement conditions are deteriorated. Alternate bid no. 1 will provide the City's standard street section used in the Pavement Management Program – 4" bituminous on 6" of Class 5 on 24" of select granular borrow. This alternate will allow minor drainage issues in the existing curb to be addressed.

The Parks and Recreation Department will be funding a portion of alternate bid no. 5 – McPhillips site and the cost of alternate bid no. 6 through Park Acquisition Fund.

I recommend that the City Council adopt the resolution accepting the bids and awarding the contract (base bid plus alternates 1, 4, 5 and 6) for City Project No. 2011-09D – South Grove Urban Street Reconstruction Area 6 to S.M. Hentges & Sons for a total contract amount of \$2,661,044.70.

TJK/kf

Attachments: Resolution

March 21, 2011 AET Supplemental Letter Report

March 23, 2011 Memo from City Engineer

May 5, 2011 Summary of Bids Report from Kimley-Horn & Associates, Inc.

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

RESOLUTION ACCEPTING BIDS AND AWARDING CONTRACT FOR 2011 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2011-09D – SOUTH GROVE URBAN STREET RECONSTRUCTION AREA 6 TO S.M. HENTGES & SONS IN THE AMOUNT OF \$2,661,044.70

RESOLUTION NO. _____

WHEREAS, pursuant to an advertisement for bids for the 2011 Pavement Management Program, City Project 2011-09D – South Grove Urban Street Reconstruction Area 6, bids were received, opened, read aloud, and tabulated according to law. The following bids were received complying with the advertisement, acknowledgement of receipt of addendum, and submitted a bid bond.

Contractor	Base Bid	Alt. 1	Alt. 2	Alt. 3	Alt. 4	Alt. 5	Alt. 6	Base Bid Plus Alternates 1, 4, 5, 6
S.M. Hentges	\$2,476,829.70	\$119,230.50	\$37,165.00	\$59,442.50	\$24,006.50	\$25,900.50	\$15,077.50	\$2,661,044.70
Redstone	\$2,574,008.00	\$126,051.20	\$47,288.50	\$49,526.00	\$22,792.10	\$26,319.50	\$18,697.50	\$2,767,868.30
Ace Blacktop	\$2,576,276.34	\$130,391.47	\$36,962.42	\$48,117.97	\$24,520.09	\$25,498.71	\$20,687.43	\$2,777,374.03
Steininger	\$2,901,336.28	\$144,455.42	\$39,577.07	\$57,432.30	\$22,183.94	\$26,674.62	\$34,390.19	\$3,129,040.45

WHEREAS, S. M. Hentges & Sons is the lowest responsible bidder for the base bid plus alternates 1, 4, 5, and 6) for a total contract amount of \$2,661,044.70.

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with S.M. Hentges & Sons in the name of the City of Inver Grove Heights, for the 2011 Pavement Management Program, City Project 2011-09D, South Grove Urban Street Reconstruction Area 6, according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposit of the successful bidder and the next lowest bidder shall be retained until the contract has been signed.
3. 2011 Pavement Management Program, City Project No. 2011-09D – South Grove Urban Street Reconstruction Area 6 shall be funded through special assessments to the benefiting properties, Municipal State Aid funds, the Water Fund, the Sewer Fund, and the Pavement Management Fund

Adopted by the City Council of Inver Grove Heights this 9th day of May 2011.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk



March 21, 2011

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

Attn: Mr. Tom Kaldunski

RE: Supplemental Letter - Craig Court
Urban Street Reconstruction
2011 South Grove Area 6
Inver Grove Heights, Minnesota
AET Project No. 28-00328

Dear Mr. Kaldunski:

Recently you have authorized our firm to perform four pavement cores along Craig Court, review our previous recommendations for this roadway, and update our recommendations based on the new information. This letter presents our opinions and recommendations regarding this recent work.

1.0 INTRODUCTION

This letter is an addendum to our original report. Reference should be made to our original report (AET Project No. 28-00328) dated February 8, 2011 for the results of our soil borings, testing, and pavement recommendations.

We understand questions have arisen regarding the need to completely reconstruct Craig Court, as recommended in our original report. In that report, we recommended the following section:

- 2.0 inches of Bituminous Wear (SPWEA340C)
- 2.0 inches of Bituminous Base (SPNWB330C)
- 6.0 inches of Class 5 Aggregate Base (Mn/DOT Spec. 3138)
- 24.0 inches of Select Granular Borrow (Mn/DOT Spec. 3149.2B2)

This recommendation was based on the results of two soil borings (Borings 8 and 9), which are attached; the condition of the bituminous surface, as indicated in several photographs taken by City personnel; and the reconstruction proposed for the neighboring streets.



2.0 PREVIOUS RESULTS

The pavement at the previous boring locations ranged from 5 to 5½ inches thick. Apparent aggregate base material classified as A-1-b and ranging from 18½ to 19 inches thick was found below the pavement. The underlying subgrade at the boring locations consists of granular fill and coarse alluvium including sand, sand with silt, and silty sand (AASHTO soil types A-2-4 and A-3). Photographs of Craig Court provided to us indicated poor pavement surface conditions showing transverse, longitudinal, and alligator cracking, as well as rutting.

3.0 NEW RESULTS

We recently visited the site on two occasions to observe the pavement surface conditions. The first visit occurred during a rain event, and the second visit occurred after a rain event, to select and mark pavement core locations on the street. During the rain event, water was observed collecting in ruts on the pavement surface. After the rain event, we observed transverse cracking, longitudinal cracking, alligator cracking, surface raveling, and potholes. The most severe surface distress was noted at the far south end of Craig Court and at the south end of the cul-de-sac of Craig Court. The pavement core locations were selected in an attempt to sample bituminous and aggregate base at the various surface conditions observed.

Four pavement cores were performed on Craig Court. Photographic results of the pavement cores are attached and a summary of the pavement core information is provided in the following table.

Core No.	Bituminous Thickness (inches)	Agg. Base Thickness (inches)	Chipseal	Stripping
1	3¼	2	Yes	Severe, full depth
2	4	12+	Yes, debonded	Severe, full depth
3	4½	12+	Yes	Severe top 2" to 2½", moderate below
4	4½	12+	Yes, debonded	Severe top 1½" to full depth, moderate below

4.0 DISCUSSION

The cores indicate the pavement is in poor condition. In two cases, the chipseal layer present at the surface is not bonded to the original pavement surface, and in all the cores it appears that water is present between these two layers. The original bituminous is severely stripped, meaning the asphalt is no longer adhering to the aggregate. This severely stripped condition is present to a minimum depth of 1½ inches, but often extends the full depth of the pavement core.

It appears that 12 inches or more of aggregate base-like material is present at five of the six locations sampled along Craig Court. Although this base-like material should generally offer good support for pavement construction, it will not provide the same drainage and frost heave properties as the Select Granular Borrow material previously recommended for this roadway and planned for the neighboring pavements.

Mr. Tom Kaldunski
March 21, 2011
Page 3 of 3

In addition, the subgrade soils present in Boring 8 are A-2-4 soils. The A-2-4 soils are not as permeable or frost resistant as the Select Granular Borrow, nor will they provide uniformity with the adjacent roadway reconstruction.

5.0 RECOMMENDATIONS

Due to the poor condition of the existing pavement, a partial mill and overlay procedure is not recommended for Craig Court.

A full depth pavement mill followed by new pavement construction is a viable option for this roadway; however, it is our opinion that this option will not provide equivalent performance to the reconstruction section recommended in our original report, due to the frost and drainage characteristics of the existing subgrade materials.

In order to provide continuity with the neighboring streets in regards to pavement performance and maintenance needs, we recommend complete reconstruction of Craig Court as indicated in our original report.

6.0 CLOSURE

Our services for this project have been conducted to those standards considered normal for services of this type at this time and location. Other than this, no warranty, either express or implied, is intended.

If you have questions regarding this letter, or if we can be of additional assistance, please feel free to contact us. I can also be contacted for arranging engineering observation and testing services during construction of the project.

Sincerely,

American Engineering Testing, Inc.



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

Reviewed by,

American Engineering Testing, Inc.



David L. Rettner, PE
Vice President, Geotechnical Division
MN Reg. No. 20458

Attachments

MEMO

CITY OF INVER GROVE HEIGHTS

TO: Mayor and Councilmembers
Joe Lynch, City Administrator
Scott D. Thureen, Public Works Director
Steve Dodge, Asst. City Engineer

FROM: Thomas J. Kaldunski, City Engineer *TJK*

DATE: March 23, 2011

SUBJECT: Further Geotechnical Testing on Craig Court
City Project No. 2011-09D – South Grove Area 6

A resident of Craig Court spoke at the public hearing on this improvement project. He expressed his concern about the proposed reconstruction of Craig Court from 69th Street to its north terminus. In his opinion, a mill and overlay of Craig Court would be adequate. The base materials at his house were excavated on site and sandy enough for the road sub-grade, and he felt the portion of curb he could see at his house was acceptable and should be saved.

The City has conducted additional testing on Craig Court. AET was asked to take additional core samples of the pavement and review the base. Copies of pictures taken of the pavement and core samples are attached. AET's March 21, 2011 supplemental letter outlining the geotechnical evaluations is attached.

Summarizing AET's recommendations include the following:

- 1) They recommend that Craig Court be reconstructed due to pavement conditions and the frost susceptibility of the underlying soils. This will provide a street meeting the City's pavement management program goals for fifty years service life of the pavement.
- 2) The additional pavement cores indicate that the existing bituminous and sealcoat are experiencing deterioration. The pavement on Craig Court is not suitable for a mill and overlay.
- 3) AET indicates that the geotechnical investigation has determined that the underlying soils consist of sand with silt and silty sand and they are susceptible to frost heaving action which would deteriorate any new pavement placed on the existing sub-grade. They recommend following the original street section of 4" bituminous on 6" of Class 5 on 24" of select granular borrow.

A discussion with the City appraiser indicates that the benefit to the residents for a complete reconstruction versus a partial reconstruction will not reduce the recommended assessment caps. The appraiser recommends the Council consider a \$4,000/single-family home cap with either construction method.

The project is being bid with the full reconstruction as part of the base bid. Alternate bids will include:

- A) the partial reconstruction of Craig Court, and
- B) a mill and overlay of Craig Court as directed by the City Council.

The Council can select from these options when the award of contract is considered. The professional reviews indicate the original recommendation for full reconstruction of Craig Court is preferred.

TJK/kf

Attachments: Photos of street
Photos of bituminous cores
AET supplemental letter



Kimley-Horn
and Associates, Inc.

May 5, 2011

■
Suite 238N
2550 University Avenue West
St. Paul, Minnesota
55114

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

Re: Summary of Bids
South Grove Street Reconstruction Area 6
City Project 2011-09D

Dear Mr. Kaldunski:

At 10:00 a.m. on Tuesday, May 3rd bids were received and opened for the above-referenced project. Bids were received from four (4) contractors with the base bids as follows:

<u>Contractor</u>	<u>Base Bid</u>
S.M. Hentges & Sons, Inc.	\$ 2,476,829.70
Redstone Construction	\$ 2,574,008.00
Ace Blacktop, Inc.	\$ 2,576,276.34
Max Steininger, Inc.	\$ 2,901,336.28

** All bid amounts shown on this letter and the attached bid tabulation are the corrected bid amounts.*

All bids were submitted with proper guarantees in the amount of five percent (5%) of the total bid as required by the Project Manual. All bids acknowledged the one (1) addendum that was issued for the project.

S.M. Hentges & Sons, Inc. is the low bidder with a base bid of \$2,476,829.70.

Bidding Errors

There were several errors found in the bids of three of the four bidders. The majority of the errors were minor and did not significantly impact the bid totals. There were several errors found in the bid submitted by S.M. Hentges & Sons, Inc. which changed the bid amount and bidding order from what was read aloud at the bid opening. The errors in the bid occurred in the summation of the bid schedules to reach a total base bid

■
TEL 651 645 4197
FAX 651 645 5116



and total bid alternates price. A copy of the S.M Hentges & Sons, Inc. bid with the corrected values based on the unit prices provided is attached to this letter. The correction of the summation errors resulted in S.M Hentges & Sons, Inc. being the low bidder. The following language is Article 14 of the Instruction to Bidders from the Project Manual which was followed to resolve any discrepancies found in the bids.

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

14.01 Unit Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Bid Alternates

The plans and specifications also contained the six bid alternates listed below.

- Bid Alternate 1 – Craig Court Full Reconstruction
- Bid Alternate 2 – Craig Court Mill & Overlay
- Bid Alternate 3 – Craig Court Partial Reconstruction
- Bid Alternate 4 – Skyview Park Project Fill Site
- Bid Alternate 5 – McPhillips Project Fill Site
- Bid Alternate 6 – 66th Street Project Fill Site

Contractors were made aware that the project would be awarded based on the base bid plus one of the first three bid alternates (1, 2, and 3) and any combination of the remaining bid alternates (4, 5, and 6).

Per conversations with City staff, the preferred option is to award the base bid plus bid alternates 1, 4, 5, and 6. The bid amounts for this combined bid (base bid plus bid alternates 1, 4, 5, and 6) are as follows:



Kimley-Horn
and Associates, Inc.

Mr. Tom Kaldunski, P.E.
May 5, 2011
Page 3 of 3

<u>Contractor</u>	<u>Base Bid</u>
S.M. Hentges & Sons, Inc.	\$ 2,661,044.70
Redstone Construction	\$ 2,767,868.30
Ace Blacktop, Inc.	\$ 2,777,374.03
Max Steininger, Inc.	\$ 3,129,040.45

** All bid amounts shown on this letter and the attached bid tabulation are the corrected bid amounts.*

S.M. Hentges & Sons, Inc. was the low bidder considering the combined bid, with a combined bid amount of \$2,661,044.70. This combined low bid is \$640,562.30 or 19% less than the Engineer's Estimate of \$3,301,607.00. A copy of the bid tabulation for the project is enclosed for your information.

Recommendation to Award

We understand that the City staff recommendation is for the Council to award the project to the low bidder of the base bid plus bid alternates 1, 4, 5, and 6. After our review and tabulation of the bids received for this project, S.M. Hentges & Sons, Inc. is the responsible low bidder for the project.

Sincerely,

Kimley-Horn and Associates, Inc.

Eric Fosmo, P.E.
Project Engineer

Enclosure: Bid Tabulation
S.M. Hentges & Sons, Inc. Bid – Corrected

cc: File 1605090018.3/2.1

BID TABULATIONS

Contract: CITY PROJECT # 2011-08D
 Owner: CITY OF INVER GROVE HEIGHTS
 Project: SOUTH GROVE STREET RECONSTRUCTION AREA 6
 KHA Job No: KHA 146508018



Item No.	Mn/DOT No.	Description	Unit	Contract Quantity	Employer's Estimate		S.M. Higgins & Sons, Inc.		Redstone Construction Company, Inc.		Ace Blacktop		Maz Dahlinger, Inc.	
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	2021.501	MOBILIZATION	LUMP SUM	1	145,000.00	\$	39,000.00	\$	32,800.00	\$	46,702.00	\$	100,151.00	\$
2	2031.501	FIELD OFFICE	EACH	1	10,000.00	\$	6,700.00	\$	5,000.00	\$	8,000.00	\$	7,085.24	\$
3	2101.501	CLEARING	ACRE	0.35	5,000.00	\$	2,500.00	\$	2,500.00	\$	2,575.00	\$	2,211.09	\$
4	2101.502	CLEARING	TREE	33	250.00	\$	8,250.00	\$	4,950.00	\$	154.50	\$	5,098.50	\$
5	2101.505	GRUBBING	ACRE	0.35	5,000.00	\$	2,500.00	\$	2,500.00	\$	1,575.00	\$	551.25	\$
6	2101.507	GRUBBING	TREE	33	250.00	\$	8,250.00	\$	4,950.00	\$	875.00	\$	1,899.50	\$
7	2104.501	REMOVE EXISTING CURB AND GUTTER	LIN FT	7800	2.00	\$	15,600.00	\$	50.00	\$	14,040.00	\$	16,068.00	\$
8	2104.501	REMOVE FENCE	LIN FT	200	3.00	\$	600.00	\$	3.25	\$	2,160.00	\$	4.44	\$
9	2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	2040	3.00	\$	6,120.00	\$	3.75	\$	6,120.00	\$	9.01	\$
10	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	625	10.00	\$	6,250.00	\$	4.20	\$	2,500.00	\$	5,631.25	\$
11	2104.509	REMOVE SIGN TYPE C	EACH	38	50.00	\$	1,900.00	\$	26.00	\$	950.00	\$	25.75	\$
12	2105.501	COMMON EXCAVATION (P)	CU YD	27833	8.00	\$	222,664.00	\$	9.50	\$	264,413.50	\$	14.05	\$
13	2105.507	SUBGRADE EXCAVATION (EV)	CU YD	3000	8.00	\$	24,000.00	\$	6.00	\$	18,000.00	\$	10.25	\$
14	2105.522	SELECT GRANULAR BORROW (GV)	CU YD	21200	12.00	\$	254,400.00	\$	6.00	\$	127,200.00	\$	6.69	\$
15	2105.525	SELECT TOPSOIL BORROW (LV)	CU YD	5100	15.00	\$	76,500.00	\$	6.50	\$	43,350.00	\$	20.00	\$
16	2105.604	GEOTEXTILE FABRIC TYPE V	SQ YD	10000	1.50	\$	15,000.00	\$	1.25	\$	12,500.00	\$	0.80	\$
17	2105.607	EXCAVATE INFILTRATION BASIN (P)	CU YD	1353	6.00	\$	8,118.00	\$	5.50	\$	7,441.50	\$	10.25	\$
18	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	TON	75	125.00	\$	9,375.00	\$	110.00	\$	8,250.00	\$	13,886.25	\$
19	2211.501	AGGREGATE BASE, CLASS 5	TON	9800	10.00	\$	98,000.00	\$	13.00	\$	127,400.00	\$	128.70	\$
20	2211.501	AGGREGATE BASE, CLASS 5 (100% CRUSHED LIMESTONE)	TON	1250	15.00	\$	18,750.00	\$	20.00	\$	25,000.00	\$	17.28	\$
21	2222.501	MILL BITUMINOUS SURFACE (2.5")	SQ YD	2550	2.00	\$	5,100.00	\$	2.00	\$	5,100.00	\$	1.50	\$
22	2222.501	MILL BITUMINOUS SURFACE (2.5")	SQ YD	4100	3.00	\$	12,300.00	\$	2.00	\$	8,200.00	\$	1.50	\$
23	2331.504	BITUMINOUS PAVEMENT RECLAMATION	GALLON	25100	3.00	\$	75,300.00	\$	3.65	\$	95,265.00	\$	3.13	\$
24	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	TON	1970	3.00	\$	5,910.00	\$	4.00	\$	6,680.00	\$	3.33	\$
25	2380.501	TYPE SP 9.5 WEARING COURSE MIX (3.0)	TON	900	70.00	\$	63,000.00	\$	40.00	\$	36,000.00	\$	57.75	\$
26	2380.501	TYPE SP 9.5 WEARING COURSE MIX (3.0)	TON	3000	70.00	\$	210,000.00	\$	50.00	\$	150,000.00	\$	68.88	\$
27	2380.502	TYPE SP 12.5 NON-WEARING COURSE MIX (3.0)	TON	2652	70.00	\$	185,640.00	\$	40.00	\$	106,080.00	\$	54.42	\$
28	2380.502	TYPE SP 12.5 NON-WEARING COURSE MIX (3.0)	TON	1851	70.00	\$	129,570.00	\$	70.00	\$	130,670.00	\$	61.00	\$

29	2360.604	2.5' BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	2040	\$	20.00	\$	40,800.00	\$	17.00	\$	34,680.00	\$	18.85	\$	38,046.00	\$	17.38	\$	35,455.20
30	2360.604	FULL DEPTH BITUMINOUS PATCHING	SY	650	\$	35.00	\$	22,750.00	\$	30.00	\$	19,500.00	\$	13.85	\$	9,002.50	\$	29.99	\$	19,493.50
31	2411.607	HIGH EARLY STRENGTH CONCRETE	CU YD	100	\$	100.00	\$	10,000.00	\$	15.00	\$	1,500.00	\$	11.33	\$	1,133.00	\$	12.22	\$	1,222.00
32	2586.602	RECONSTRUCT DRAINAGE STRUCTURE SPECIAL	EACH	1	\$	1,500.00	\$	1,500.00	\$	800.00	\$	800.00	\$	489.25	\$	489.25	\$	527.50	\$	527.50
33	2521.501	4" CONCRETE WALK	SO FT	9800	\$	4.00	\$	38,400.00	\$	2.85	\$	25,440.00	\$	2.73	\$	26,208.00	\$	3.58	\$	34,368.00
34	2521.511	3" BITUMINOUS TRAIL	SO FT	450	\$	4.00	\$	1,800.00	\$	5.00	\$	2,250.00	\$	2.25	\$	1,012.50	\$	3.97	\$	1,786.50
35	2531.501	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	12660	\$	10.00	\$	126,600.00	\$	8.54	\$	106,977.00	\$	8.34	\$	105,584.40	\$	10.47	\$	132,550.20
36	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SO YD	750	\$	40.00	\$	30,000.00	\$	37.00	\$	27,750.00	\$	33.37	\$	25,027.50	\$	41.68	\$	31,820.00
37	2531.602	PEDESTRIAN CURB RAMP	EACH	6	\$	600.00	\$	3,600.00	\$	500.00	\$	3,000.00	\$	334.75	\$	2,008.50	\$	360.92	\$	2,165.82
38	2531.603	CONCRETE CURB AND GUTTER DESIGN B618 (HAND POUR)	LIN FT	500	\$	20.00	\$	10,000.00	\$	22.00	\$	11,000.00	\$	12.21	\$	6,105.00	\$	18.11	\$	8,055.00
39	2531.603	CONCRETE VALLEY GUTTER	LIN FT	375	\$	20.00	\$	7,500.00	\$	60.00	\$	22,500.00	\$	15.14	\$	5,677.50	\$	18.33	\$	6,123.75
40	2531.603	SPOT CURB REPLACEMENT	LIN FT	860	\$	20.00	\$	11,200.00	\$	25.00	\$	14,000.00	\$	13.24	\$	7,414.40	\$	17.22	\$	9,643.20
41	2531.616	CONCRETE WING APRON	SO FT	1050	\$	6.00	\$	6,300.00	\$	5.00	\$	5,250.00	\$	5.05	\$	5,302.50	\$	6.08	\$	6,384.00
42	2540.801	MAILBOX MAINTENANCE	JUMP SUA	1	\$	5,000.00	\$	5,000.00	\$	3,950.00	\$	3,950.00	\$	1,000.00	\$	1,000.00	\$	5,552.70	\$	5,552.70
43	2557.603	SALVAGE AND REINSTALL FENCE	LIN FT	40	\$	25.00	\$	1,000.00	\$	7.00	\$	280.00	\$	116.39	\$	4,520.00	\$	55.53	\$	2,221.20
44	2564.531	SIGN PANELS TYPE C	SO FT	148	\$	25.00	\$	3,700.00	\$	30.00	\$	4,440.00	\$	27.81	\$	4,116.88	\$	31.10	\$	4,602.80
45	2564.602	SALVAGE AND RE-INSTALL SIGN	EACH	17	\$	150.00	\$	2,550.00	\$	90.00	\$	1,530.00	\$	97.85	\$	1,482.35	\$	88.85	\$	1,510.45
46	2571.618	INFILTRATION BASIN PREPARATION, SAND AND COMPOST BEDDING	SF	3150	\$	8.00	\$	25,200.00	\$	2.20	\$	7,045.00	\$	2.12	\$	6,678.00	\$	2.73	\$	8,959.50
47	2571.618	RAIN GARDEN MULCHING	EACH	30	\$	250.00	\$	7,500.00	\$	220.00	\$	6,600.00	\$	103.00	\$	3,090.00	\$	111.05	\$	3,331.50
48	2571.618	RAIN GARDEN PREPARATION, EXIST SOIL AND COMPOST BEDDING	SO FT	4000	\$	6.00	\$	24,000.00	\$	1.20	\$	4,800.00	\$	1.70	\$	6,800.00	\$	20.46	\$	81,620.00
49	2571.618	RAIN GARDEN PREPARATION, SAND AND COMPOST BEDDING	SO FT	4000	\$	6.00	\$	24,000.00	\$	1.20	\$	4,800.00	\$	1.91	\$	7,680.00	\$	20.46	\$	81,620.00
50	2571.618	RAIN GARDEN REHABILITATION	SO FT	800	\$	10.00	\$	8,000.00	\$	2.37	\$	1,896.00	\$	2.92	\$	1,855.00	\$	16.98	\$	13,584.00
51	2571.618	RAIN GARDEN RETAINING WALL, BOULDER	SO FT	1300	\$	25.00	\$	32,500.00	\$	17.00	\$	22,100.00	\$	15.71	\$	20,423.00	\$	18.88	\$	24,544.00
52	2571.618	RAIN GARDEN RETAINING WALL, MODULAR BLOCK	SO FT	1300	\$	25.00	\$	32,500.00	\$	17.00	\$	22,100.00	\$	20.19	\$	26,247.00	\$	27.21	\$	35,373.00
53	2571.618	RAIN GARDEN TURF PAVEMENT FILTER STRIP	SO FT	600	\$	5.00	\$	3,000.00	\$	10.00	\$	6,000.00	\$	8.70	\$	5,280.00	\$	21.68	\$	12,896.00
54	2572.801	TEMPORARY FENCE	LIN FT	1000	\$	2.00	\$	2,000.00	\$	0.50	\$	500.00	\$	1.55	\$	1,550.00	\$	1.00	\$	1,000.00
55	2572.805	PRUNE TREES	HOUR	20	\$	200.00	\$	4,000.00	\$	280.00	\$	5,600.00	\$	103.00	\$	2,060.00	\$	133.28	\$	2,686.20
56	2573.330	STORM DRAIN INLET PROTECTION	EACH	113	\$	200.00	\$	22,600.00	\$	85.00	\$	14,125.00	\$	75.00	\$	8,475.00	\$	188.94	\$	21,124.22
57	2573.540	FILTER LOG, TYPE COMPOST	LIN FT	850	\$	2.00	\$	1,700.00	\$	2.20	\$	1,850.00	\$	2.08	\$	1,736.00	\$	3.33	\$	2,164.50
58	2573.550	EROSION CONTROL SUPERVISOR	JUMP SUA	1	\$	5,000.00	\$	5,000.00	\$	4,800.00	\$	4,800.00	\$	1.00	\$	1.00	\$	1.11	\$	1.11
59	2573.602	DEWATERING (EXCAVATION)	JUMP SUA	1	\$	1,000.00	\$	1,000.00	\$	1.00	\$	1.00	\$	2,317.50	\$	2,317.50	\$	2,486.72	\$	2,486.72
60	2573.602	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EACH	13	\$	500.00	\$	6,500.00	\$	860.00	\$	11,180.00	\$	150.00	\$	1,950.00	\$	500.00	\$	6,500.00
61	2575.605	SODDING, TYPE LAWN	SO YD	30700	\$	4.00	\$	122,800.00	\$	2.55	\$	78,285.00	\$	2.33	\$	71,331.00	\$	2.50	\$	76,750.00
62	2575.611	MULCH MATERIAL, TYPE 1	TON	2	\$	300.00	\$	600.00	\$	305.00	\$	610.00	\$	250.00	\$	500.00	\$	198.81	\$	397.62

Item No.	MhdDOT No.	Item Description	Contract Quantity	Unit	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
53		2875-545 WEED SPRAYING	2	ACRE	\$ 1,000.00	\$ 416.00	\$ 830.00	\$ 416.00	\$ 200.00	\$ 437.75	\$ 875.50	\$ 437.75	\$ 875.50
54		2875-560 HYDRAULIC SOIL STABILIZER, TYPE SPECIAL	1050	POUND	\$ 5.00	\$ 1.65	\$ 1,732.50	\$ 1.65	\$ 1,312.50	\$ 0.69	\$ 724.50	\$ 0.69	\$ 724.50
55		2875-570 RAPID STABILIZATION, METHOD 2	0.5	ACRE	\$ 1,000.00	\$ 2,141.00	\$ 1,070.50	\$ 2,141.00	\$ 350.00	\$ 1,545.00	\$ 772.50	\$ 1,545.00	\$ 772.50
56		2875-580 RESTORATION OF STAGING AREAS	1	.LUMP SUM	\$ 5,000.00	\$ 611.00	\$ 811.00	\$ 611.00	\$ 4,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
57		2875-604 EROSION STABILIZATION MAT - ENKOMAT	125	SO YD	\$ 4.00	\$ 6.35	\$ 763.75	\$ 6.35	\$ 562.50	\$ 4.38	\$ 547.50	\$ 4.38	\$ 547.50
58		2875-605 SEEDING, MNDOT MIX NO. 250	1	ACRE	\$ 2,000.00	\$ 579.00	\$ 579.00	\$ 579.00	\$ 500.00	\$ 875.50	\$ 875.50	\$ 875.50	\$ 875.50
59		2875-605 SEEDING, MNDOT MIX NO. 328	0.1	ACRE	\$ 4,000.00	\$ 1,042.00	\$ 104.20	\$ 1,042.00	\$ 5,000.00	\$ 875.50	\$ 875.50	\$ 875.50	\$ 875.50
70		2882-502 4" DOUBLE SOLID LINE YELLOW-PAINT	2000	LIN FT	\$ 1.00	\$ 0.40	\$ 800.00	\$ 0.40	\$ 500.00	\$ 0.62	\$ 1,040.00	\$ 0.62	\$ 1,040.00
Schedule A Subtotal:					\$ 2,243,847.00		\$ 1,733,779.95		\$ 1,808,539.35		\$ 1,849,282.85		\$ 2,162,848.16
Schedule B Description: STORM SEWER IMPROVEMENTS													
1	2104-501	REMOVE SEWER PIPE (STORM)	595	LIN FT	\$ 8.00	\$ 4,860.00	\$ 2,925.00	\$ 10.20	\$ 5,987.00	\$ 6.54	\$ 3,826.90	\$ 11.11	\$ 6,495.35
2	2104-509	REMOVE CASTING AND RINGS (STORM)	27	EACH	\$ 200.00	\$ 5,400.00	\$ 1,350.00	\$ 162.00	\$ 4,374.00	\$ 118.45	\$ 3,198.15	\$ 58.86	\$ 1,602.22
3	2104-509	REMOVE MANHOLE OR CATCHBASIN	22	EACH	\$ 500.00	\$ 11,000.00	\$ 3,300.00	\$ 295.00	\$ 6,578.00	\$ 448.05	\$ 9,857.10	\$ 101.05	\$ 2,223.10
4	2104-603	ABANDON PIPE SEWER	60	LIN FT	\$ 8.00	\$ 480.00	\$ 480.00	\$ 12.00	\$ 720.00	\$ 13.91	\$ 834.60	\$ 59.97	\$ 3,598.20
5	2501-602	15" RC PIPE APRON AND TRASH GUARD	2	EACH	\$ 450.00	\$ 900.00	\$ 2,270.00	\$ 756.00	\$ 1,516.00	\$ 706.30	\$ 1,412.60	\$ 641.90	\$ 1,293.80
6	2502-511	6" PVC PIPE DRAIN	88	LIN FT	\$ 10.00	\$ 880.00	\$ 774.00	\$ 24.50	\$ 2,107.00	\$ 18.19	\$ 1,584.34	\$ 11.11	\$ 975.46
7	2502-541	4" PERFORATED PVC PIPE DRAIN	1700	LIN FT	\$ 10.00	\$ 17,000.00	\$ 11,845.00	\$ 8.90	\$ 15,130.00	\$ 17.85	\$ 30,005.00	\$ 13.33	\$ 22,651.00
8	2503-541	15" RC PIPE SEWER DESIGN 3008 CLASS V	220	LIN FT	\$ 12.00	\$ 2,640.00	\$ 1,925.00	\$ 8.65	\$ 1,463.00	\$ 19.44	\$ 4,276.80	\$ 12.22	\$ 2,688.40
9	2503-541	18" RC PIPE SEWER DESIGN 3008 CLASS III	1766	LIN FT	\$ 28.00	\$ 49,448.00	\$ 26,255.00	\$ 26.25	\$ 46,357.50	\$ 28.12	\$ 49,659.92	\$ 28.99	\$ 52,892.34
10	2503-541	24" RC PIPE SEWER DESIGN 3008 CLASS III	1069	LIN FT	\$ 30.00	\$ 32,070.00	\$ 28,225.00	\$ 26.40	\$ 28,192.25	\$ 26.04	\$ 28,059.12	\$ 41.09	\$ 35,830.48
11	2503-541	30" RC PIPE SEWER DESIGN 3008 CLASS III	872	LIN FT	\$ 35.00	\$ 30,520.00	\$ 30,520.00	\$ 32.00	\$ 27,964.00	\$ 33.21	\$ 28,959.12	\$ 55.53	\$ 37,205.10
12	2503-541	36" RC PIPE SEWER DESIGN 3008 CLASS III	670	LIN FT	\$ 50.00	\$ 33,500.00	\$ 41,500.00	\$ 45.40	\$ 30,416.00	\$ 44.99	\$ 30,136.00	\$ 23.32	\$ 2,891.80
13	2503-603	15" HDPE PIPE SEWER	115	LIN FT	\$ 20.00	\$ 2,300.00	\$ 2,500.00	\$ 28.10	\$ 3,231.50	\$ 23.09	\$ 2,655.35	\$ 23.32	\$ 2,688.40
14	2503-603	18" HDPE PIPE SEWER - PERFORATED	354	LIN FT	\$ 35.00	\$ 12,380.00	\$ 15,222.00	\$ 43.00	\$ 17,770.00	\$ 48.90	\$ 17,664.60	\$ 48.87	\$ 17,259.98
15	2506-502	CONSTRUCT DRAINAGE STRUCTURE 2' x 3' CB	23	EACH	\$ 1,500.00	\$ 34,500.00	\$ 27,620.00	\$ 1,201.00	\$ 31,050.00	\$ 1,298.73	\$ 28,450.79	\$ 1,002.82	\$ 23,064.86
16	2506-502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	30	EACH	\$ 2,000.00	\$ 60,000.00	\$ 55,260.00	\$ 1,842.00	\$ 49,600.00	\$ 1,591.76	\$ 47,752.80	\$ 1,273.79	\$ 38,213.70
17	2506-502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 54-4020	2	EACH	\$ 5,000.00	\$ 10,000.00	\$ 8,200.00	\$ 4,100.00	\$ 5,680.00	\$ 2,444.46	\$ 4,888.92	\$ 2,221.11	\$ 4,442.22
18	2506-502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	3	EACH	\$ 3,000.00	\$ 9,000.00	\$ 8,408.00	\$ 2,760.00	\$ 8,340.00	\$ 2,416.30	\$ 7,248.90	\$ 1,871.26	\$ 5,613.78
19	2506-502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 66-4020	2	EACH	\$ 3,500.00	\$ 7,000.00	\$ 6,070.00	\$ 3,035.00	\$ 6,700.00	\$ 2,542.88	\$ 5,085.62	\$ 2,610.76	\$ 5,226.52
20	2506-502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020	1	EACH	\$ 4,000.00	\$ 4,000.00	\$ 4,031.00	\$ 4,031.00	\$ 3,770.00	\$ 3,245.08	\$ 3,245.08	\$ 2,874.18	\$ 2,874.18
21	2506-502	ADJUST FRAME AND RING CASTING (STORM)	6	EACH	\$ 500.00	\$ 3,000.00	\$ 1,250.00	\$ 208.00	\$ 1,250.00	\$ 288.00	\$ 1,730.40	\$ 221.00	\$ 1,260.00
22	2506-502	CONNECT TO EXISTING STORM SEWER	10	EACH	\$ 1,000.00	\$ 10,000.00	\$ 750.00	\$ 337.00	\$ 3,370.00	\$ 685.25	\$ 6,852.50	\$ 685.25	\$ 6,852.50

Item No.	Mn/IDOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount						
23	2506.602	CONSTRUCT DRAINAGE STRUCTURE - 30" YARD DRAIN	EACH	1	750.00	\$ 750.00	2,070.00	\$ 2,070.00	2,044.95	\$ 2,044.95	456.66	\$ 456.66
24	2506.602	CONSTRUCT DRAINAGE STRUCTURE SLUMP BASKET	EACH	2	1,000.00	\$ 2,000.00	628.00	\$ 1,256.00	847.82	\$ 1,695.64	646.34	\$ 1,292.68
25	2506.602	INSTALL NEW RINGS AND CASTING (STORM)	EACH	12	750.00	\$ 9,000.00	779.00	\$ 9,348.00	589.86	\$ 7,078.32	507.51	\$ 6,090.12
26	2506.602	OUTLET CONTROL STRUCTURE (60")	EACH	1	4,000.00	\$ 4,000.00	3,770.00	\$ 3,770.00	4,273.17	\$ 4,273.17	3,431.57	\$ 3,431.57
27	2511.501	RANDOM RIPRAP, CLASS IV	CU YD	10	90.00	\$ 900.00	94.70	\$ 947.00	101.46	\$ 1,014.60	88.85	\$ 888.50
Schedule B Subtotal:					\$ 352,258.00	\$ 352,258.00	\$ 319,731.20	\$ 319,731.20	\$ 339,826.34	\$ 339,826.34	\$ 317,045.21	\$ 317,045.21
Schedule C												
Description: SANITARY SEWER IMPROVEMENTS												
Item No.	Mn/IDOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount						
1	2104.501	REMOVE SEWER PIPE (SEWER)	LIN FT	765	8.00	\$ 6,120.00	1.00	\$ 765.00	7.65	\$ 5,842.50	7.77	\$ 5,944.05
2	2104.509	REMOVE CASTING AND RINGS (SEWER)	EACH	22	200.00	\$ 4,400.00	165.00	\$ 3,630.00	118.45	\$ 2,605.90	58.86	\$ 1,294.92
3	2104.602	REMOVE SECTION FROM EX SANITARY SEWER MANHOLE	EACH	5	300.00	\$ 1,500.00	469.00	\$ 1,845.00	334.75	\$ 1,673.75	288.75	\$ 1,443.75
4	2503.511	8" PVC PIPE SEWER SDR 26	LIN FT	774	35.00	\$ 27,090.00	27.75	\$ 21,476.25	26.68	\$ 20,650.32	29.99	\$ 23,212.26
5	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	2	1,000.00	\$ 2,000.00	383.00	\$ 766.00	772.50	\$ 1,545.00	666.33	\$ 1,332.66
6	2503.602	CUT-IN SANITARY MANHOLE	EACH	2	1,500.00	\$ 3,000.00	645.00	\$ 1,290.00	2,055.01	\$ 4,110.02	4,341.11	\$ 8,682.22
7	2503.602	LOCATE SANITARY SERVICE	EACH	32	500.00	\$ 16,000.00	333.00	\$ 16,656.00	292.35	\$ 8,076.20	315.39	\$ 10,092.48
8	2503.602	SANITARY SEWER SERVICE REPLACEMENT	EACH	32	1,000.00	\$ 32,000.00	972.00	\$ 31,104.00	699.26	\$ 22,376.32	877.26	\$ 31,272.96
9	2506.522	ADJUST FRAME AND RING CASTING (SEWER)	EACH	9	500.00	\$ 4,500.00	269.00	\$ 2,421.00	288.40	\$ 2,595.60	69.97	\$ 629.73
10	2506.602	FURNISH AND INSTALL EXTERNAL MANHOLE CHIMNEY SEAL	EACH	32	300.00	\$ 9,600.00	242.00	\$ 7,744.00	221.19	\$ 7,078.08	299.73	\$ 9,595.36
11	2506.602	INSTALL NEW RINGS AND CASTING (SEWER)	EACH	19	750.00	\$ 14,250.00	599.00	\$ 11,381.00	589.28	\$ 11,136.32	528.81	\$ 10,043.59
12	2506.602	SANITARY SEWER MANHOLE 48"	EACH	5	2,000.00	\$ 10,000.00	2,220.00	\$ 11,100.00	1,981.28	\$ 9,906.40	1,569.19	\$ 7,845.95
Schedule C Subtotal:					\$ 130,460.00	\$ 130,460.00	\$ 104,826.05	\$ 104,826.05	\$ 99,591.66	\$ 99,591.66	\$ 111,353.93	\$ 111,353.93
Schedule D												
Description: WATERMAIN IMPROVEMENTS												
Item No.	Mn/IDOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount						
1	2103.507	DISCONNECT WATER SERVICE	EACH	10	250.00	\$ 2,500.00	190.00	\$ 1,900.00	128.75	\$ 1,287.50	339.92	\$ 3,399.20
2	2104.501	REMOVE WATERMAIN	LIN FT	1950	8.00	\$ 15,600.00	5.00	\$ 9,750.00	5.00	\$ 9,750.00	6.88	\$ 13,416.00
3	2104.509	REMOVE GATE VALVE	EACH	22	500.00	\$ 11,000.00	166.00	\$ 3,652.00	87.95	\$ 1,925.10	288.75	\$ 6,352.50
4	2104.509	REMOVE HYDRANT AND GATE VALVE	EACH	8	750.00	\$ 6,000.00	305.00	\$ 2,440.00	283.95	\$ 2,271.60	461.99	\$ 3,705.92
5	2104.509	REMOVE WATER SERVICE	EACH	10	200.00	\$ 2,000.00	55.30	\$ 553.00	128.75	\$ 1,287.50	288.75	\$ 2,887.50
6	2504.602	1" CORPORATION STOP	EACH	10	150.00	\$ 1,500.00	103.00	\$ 1,030.00	99.89	\$ 998.90	148.81	\$ 1,488.10
7	2504.602	12" GATE VALVE AND BOX	EACH	1	2,000.00	\$ 2,000.00	4,230.00	\$ 8,460.00	2,694.92	\$ 5,389.84	3,195.02	\$ 6,390.04
8	2504.602	6" GATE VALVE AND BOX	EACH	30	1,000.00	\$ 30,000.00	1,780.00	\$ 53,400.00	1,059.92	\$ 31,797.60	1,397.06	\$ 41,911.80
9	2504.602	6" GATE VALVE AND BOX	EACH	6	1,200.00	\$ 7,200.00	2,310.00	\$ 13,860.00	882.91	\$ 5,297.46	947.49	\$ 5,684.94
10	2504.602	CONNECT TO EXISTING WATERMAIN	EACH	26	1,500.00	\$ 39,000.00	725.00	\$ 18,850.00	583.37	\$ 15,167.62	721.85	\$ 18,768.10

Item No.	Mfr/ODT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
11	2504.802	CURB STOP AND BOX	EACH	10	250.00	\$ 2,500.00	\$ 155.00	\$ 1,550.00	\$ 245.00	\$ 2,450.00	\$ 233.27	\$ 2,332.70	\$ 222.11	\$ 2,221.10
12	2504.802	CUT IN 6" GATE VALVE	EACH	2	2,500.00	\$ 5,000.00	\$ 4,218.00	\$ 2,080.00	\$ 2,080.00	\$ 4,120.00	\$ 2,188.42	\$ 4,376.84	\$ 1,665.81	\$ 3,331.62
13	2504.802	HYDRANT AND GATE VALVE	EACH	8	3,500.00	\$ 28,000.00	\$ 4,813.00	\$ 38,504.00	\$ 4,540.00	\$ 36,320.00	\$ 4,297.06	\$ 34,376.48	\$ 4,664.27	\$ 37,314.16
14	2504.802	RECONNECT WATER SERVICE	EACH	10	500.00	\$ 5,000.00	\$ 100.00	\$ 1,000.00	\$ 1,850.00	\$ 18,500.00	\$ 262.97	\$ 2,629.70	\$ 152.14	\$ 1,521.40
15	2504.802	WATERMAIN OFFSET	EACH	20	2,500.00	\$ 50,000.00	\$ 2,837.00	\$ 57,140.00	\$ 2,890.00	\$ 57,800.00	\$ 2,571.28	\$ 51,425.60	\$ 1,394.84	\$ 27,898.80
16	2504.802	WATERMAIN SERVICE ADJUSTMENT	EACH	10	500.00	\$ 5,000.00	\$ 935.00	\$ 9,350.00	\$ 978.00	\$ 9,780.00	\$ 672.84	\$ 6,728.40	\$ 819.59	\$ 8,195.80
17	2504.803	1" TYPE K COPPER PIPE	LIN FT	1200	20.00	\$ 24,000.00	\$ 24.75	\$ 29,700.00	\$ 27.5	\$ 3,300.00	\$ 22.47	\$ 26,964.00	\$ 21.10	\$ 25,320.00
18	2504.803	6" WATERMAIN DUCTILE IRON CLASS 52	LIN FT	875	25.00	\$ 21,875.00	\$ 35.00	\$ 30,825.00	\$ 38.30	\$ 33,512.50	\$ 34.33	\$ 30,038.75	\$ 36.55	\$ 32,068.75
19	2504.803	8" WATERMAIN DUCTILE IRON CLASS 52	LIN FT	365	30.00	\$ 10,950.00	\$ 39.50	\$ 14,417.50	\$ 46.50	\$ 16,607.50	\$ 39.95	\$ 14,581.75	\$ 49.31	\$ 15,808.15
20	2504.803	DIRECTIONALLY DRILL 1" SERVICE LINE	LIN FT	322	30.00	\$ 9,660.00	\$ 30.50	\$ 9,821.00	\$ 33.70	\$ 10,651.40	\$ 26.03	\$ 8,381.68	\$ 22.21	\$ 7,151.62
21	2504.804	4" POLYSTYRENE INSULATION	SO YD	50	25.00	\$ 1,250.00	\$ 1,750.00	\$ 39.00	\$ 1,950.00	\$ 32.21	\$ 1,610.50	\$ 41.09	\$ 2,054.50	
22	2504.808	DUCTILE IRON FITTINGS	POUND	1700	5.00	\$ 8,500.00	\$ 2.00	\$ 3,400.00	\$ 3.05	\$ 5,185.00	\$ 2.49	\$ 4,216.00	\$ 5.55	\$ 9,435.00
Schedule D Subtotal:						\$ 253,735.00		\$ 292,300.50		\$ 299,911.40		\$ 257,195.48		\$ 269,288.99
Schedule E ALLOWANCES														
2	2100.801	WATER USAGE ALLOWANCE	.JUMP SUN	1	6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
3	2504.801	IRRIGATION SYSTEM REPAIR ALLOWANCE	.JUMP SUN	1	5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
4	2504.801	BOULEVARD LANDSCAPING ALLOWANCE	.JUMP SUN	1	10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
5	2503.801	TRAFFIC CONTROL ALLOWANCE	.JUMP SUN	1	10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
6	2573.801	STORM WATER MANAGEMENT ALLOWANCE	.JUMP SUN	1	10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Schedule F Subtotal:						\$ 41,000.00		\$ 41,000.00		\$ 41,000.00		\$ 41,000.00		\$ 41,000.00
Schedule 1 Description: BID ALTERNATE 1 - CRAIG COURT FULL RECONSTRUCTION														
1	2104.801	REMOVE EXISTING CURB AND GUTTER	LIN FT	1000	2.00	\$ 2,000.00	\$ 3.00	\$ 3,000.00	\$ 1.80	\$ 1,800.00	\$ 2.06	\$ 2,224.80	\$ 3.14	\$ 3,391.20
2	2104.805	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SO YD	520	3.00	\$ 1,560.00	\$ 3.75	\$ 1,950.00	\$ 3.00	\$ 1,560.00	\$ 9.01	\$ 4,685.20	\$ 8.06	\$ 4,191.20
3	2104.805	REMOVE CONCRETE DRIVEWAY PAVEMENT	SO YD	33	10.00	\$ 330.00	\$ 4.00	\$ 132.00	\$ 5.00	\$ 165.00	\$ 9.01	\$ 297.33	\$ 16.28	\$ 538.59
4	2104.809	REMOVE CASTING AND RINGS (SEWER)	EACH	3	200.00	\$ 600.00	\$ 50.00	\$ 150.00	\$ 107.00	\$ 321.00	\$ 118.45	\$ 355.35	\$ 127.71	\$ 383.13
5	2105.801	COMMON EXCAVATION (F)	CU YD	2666	8.00	\$ 21,328.00	\$ 5.00	\$ 13,330.00	\$ 11.30	\$ 30,125.80	\$ 10.25	\$ 27,376.50	\$ 10.50	\$ 28,093.00
6	2105.807	SUBGRADE EXCAVATION (EV)	CU YD	285	8.00	\$ 2,280.00	\$ 5.00	\$ 1,425.00	\$ 9.80	\$ 2,802.00	\$ 10.25	\$ 2,931.50	\$ 12.70	\$ 3,632.20
7	2105.822	SELECT GRANULAR BORROW (CV)	CU YD	475	12.00	\$ 5,700.00	\$ 11.00	\$ 5,225.00	\$ 11.52	\$ 5,472.00	\$ 11.89	\$ 5,652.75	\$ 10.84	\$ 5,149.00
8	2105.825	SELECT TOPSOIL BORROW (LV)	CU YD	360	15.00	\$ 5,400.00	\$ 10.00	\$ 3,600.00	\$ 14.00	\$ 5,040.00	\$ 20.00	\$ 7,200.00	\$ 18.60	\$ 6,616.00
9	2105.804	GEOTEXTILE FABRIC TYPE V	SO YD	750	1.50	\$ 1,125.00	\$ 1.25	\$ 937.50	\$ 1.68	\$ 1,260.00	\$ 0.90	\$ 675.00	\$ 1.70	\$ 1,305.00

Item No.	Unit	Item Description	Contract Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
10	TON	2211.501 AGGREGATE BASE, CLASS 5	850	10.00	\$ 8,500.00	\$ 12.00	\$ 10,200.00	\$ 10.24	\$ 8,704.00	\$ 10.50	\$ 8,925.00	\$ 11.65	\$ 9,911.00
11	TON	2211.501 AGGREGATE BASE, CLASS 5 (100% CRUSHED LIMESTONE)	170	15.00	\$ 2,550.00	\$ 19.00	\$ 3,230.00	\$ 12.18	\$ 2,070.60	\$ 18.00	\$ 3,060.00	\$ 19.99	\$ 3,398.30
12	SO YD	2331.604 BITUMINOUS PAVEMENT RECLAMATION	2250	3.00	\$ 6,750.00	\$ 3.65	\$ 8,212.50	\$ 1.40	\$ 3,150.00	\$ 0.65	\$ 1,462.50	\$ 3.54	\$ 7,995.00
13	GALLON	2357.502 BITUMINOUS MATERIAL FOR TACK COAT	115	3.00	\$ 345.00	\$ 3.00	\$ 345.00	\$ 3.00	\$ 345.00	\$ 2.75	\$ 316.25	\$ 3.33	\$ 382.95
14	TON	2360.501 TYPE SP 9.5 WEARING COURSE MIX (3 C)	265	70.00	\$ 18,550.00	\$ 50.00	\$ 13,250.00	\$ 50.00	\$ 13,250.00	\$ 84.75	\$ 17,156.25	\$ 68.85	\$ 18,245.25
15	TON	2360.502 TYPE SP 12.5 NON-WEARING COURSE MIX (3 C)	265	70.00	\$ 18,550.00	\$ 75.00	\$ 19,875.00	\$ 75.00	\$ 19,875.00	\$ 58.00	\$ 15,300.00	\$ 81.08	\$ 21,516.20
16	SO YD	2360.604 2.5' BITUMINOUS DRIVEWAY PAVEMENT	620	20.00	\$ 12,400.00	\$ 17.00	\$ 10,540.00	\$ 17.00	\$ 10,540.00	\$ 18.65	\$ 11,590.00	\$ 17.38	\$ 10,767.40
17	EACH	2506.602 FURNISH AND INSTALL EXTERNAL MANHOLE CHIMNEY SEAL	3	300.00	\$ 90,000.00	\$ 200.00	\$ 600.00	\$ 242.00	\$ 726.00	\$ 221.19	\$ 663.57	\$ 238.49	\$ 715.47
18	EACH	2506.602 INSTALL NEW RINGS AND CASTING (SEWER)	3	750.00	\$ 2,250.00	\$ 680.00	\$ 2,040.00	\$ 595.00	\$ 1,785.00	\$ 1,774.05	\$ 537.60	\$ 1,612.80	
19	LN FT	2631.501 CONCRETE CURB AND GUTTER DESIGN B618	1285	10.00	\$ 12,850.00	\$ 9.70	\$ 12,464.50	\$ 8.45	\$ 10,889.25	\$ 9.49	\$ 12,164.85	\$ 11.94	\$ 15,404.10
20	SO YD	2631.507 6" CONCRETE DRIVEWAY PAVEMENT	33	40.00	\$ 1,320.00	\$ 37.00	\$ 1,221.00	\$ 33.75	\$ 1,113.75	\$ 44.29	\$ 1,461.57	\$ 41.68	\$ 1,375.44
21	SO YD	2975.505 SODDING, TYPE LAWN	2000	4.00	\$ 8,000.00	\$ 2.85	\$ 5,700.00	\$ 2.25	\$ 4,500.00	\$ 2.59	\$ 5,180.00	\$ 2.50	\$ 5,000.00
Schedule 1 Subtotal:					\$ 132,705.00		\$ 119,230.50		\$ 126,051.20		\$ 130,391.47		\$ 144,455.42

Item No.	Unit	Item Description	Contract Quantity	Unit Price	Amount								
1	CU YD	2105.501 COMMON EXCAVATION (P)	520	8.00	\$ 4,160.00	\$ 8.00	\$ 4,160.00	\$ 17.80	\$ 9,256.00	\$ 12.36	\$ 6,427.20	\$ 13.22	\$ 6,874.40
2	SO YD	2232.501 MILL BITUMINOUS SURFACE (2.5')	2250	3.00	\$ 6,750.00	\$ 2.00	\$ 4,500.00	\$ 1.95	\$ 4,387.50	\$ 1.75	\$ 3,937.50	\$ 1.39	\$ 3,127.50
3	GALLON	2357.502 BITUMINOUS MATERIAL FOR TACK COAT	115	3.00	\$ 345.00	\$ 3.00	\$ 345.00	\$ 3.00	\$ 345.00	\$ 2.75	\$ 316.25	\$ 3.33	\$ 382.95
4	TON	2360.501 TYPE SP 9.5 WEARING COURSE MIX (3.B)	330	70.00	\$ 23,100.00	\$ 65.00	\$ 21,450.00	\$ 55.00	\$ 18,150.00	\$ 59.80	\$ 19,767.00	\$ 57.75	\$ 19,057.50
5	SY	2506.522 FULL DEPTH BITUMINOUS PATCHING	225	35.00	\$ 7,875.00	\$ 30.00	\$ 6,750.00	\$ 53.00	\$ 11,925.00	\$ 13.85	\$ 3,116.25	\$ 26.99	\$ 6,074.75
6	EACH	2506.522 ADJUST FRAME AND RING CASTING (SEWER)	3	600.00	\$ 1,800.00	\$ 200.00	\$ 600.00	\$ 263.00	\$ 789.00	\$ 283.55	\$ 850.65	\$ 316.50	\$ 949.50
7	EACH	2506.602 FURNISH AND INSTALL EXTERNAL MANHOLE CHIMNEY SEAL	3	300.00	\$ 900.00	\$ 200.00	\$ 600.00	\$ 242.00	\$ 726.00	\$ 221.19	\$ 663.57	\$ 238.49	\$ 715.47
8	LN FT	2631.503 SPOT CURB REPLACEMENT	100	20.00	\$ 2,000.00	\$ 31.00	\$ 3,100.00	\$ 17.10	\$ 1,710.00	\$ 18.54	\$ 1,854.00	\$ 17.22	\$ 1,722.00
Schedule 2 Subtotal:					\$ 46,630.00		\$ 37,165.00		\$ 47,288.50		\$ 36,952.42		\$ 39,577.07

Item No.	Unit	Item Description	Contract Quantity	Unit Price	Amount								
1	EACH	2104.509 REMOVE CASTING AND RINGS (SEWER)	3	200.00	\$ 600.00	\$ 50.00	\$ 150.00	\$ 167.00	\$ 501.00	\$ 118.45	\$ 355.35	\$ 127.71	\$ 383.13
2	TON	2211.501 AGGREGATE BASE, CLASS 5	850	10.00	\$ 8,500.00	\$ 14.00	\$ 11,900.00	\$ 10.60	\$ 9,000.00	\$ 10.50	\$ 8,925.00	\$ 11.67	\$ 9,919.50
3	SO YD	2331.604 BITUMINOUS PAVEMENT RECLAMATION	2250	3.00	\$ 6,750.00	\$ 3.65	\$ 8,212.50	\$ 1.40	\$ 3,150.00	\$ 0.65	\$ 1,462.50	\$ 3.54	\$ 7,995.00
4	GALLON	2357.502 BITUMINOUS MATERIAL FOR TACK COAT	115	3.00	\$ 345.00	\$ 3.00	\$ 345.00	\$ 3.00	\$ 345.00	\$ 2.75	\$ 316.25	\$ 3.33	\$ 382.95
5	TON	2360.501 TYPE SP 9.5 WEARING COURSE MIX (3.C)	265	70.00	\$ 18,550.00	\$ 50.00	\$ 13,250.00	\$ 50.00	\$ 13,250.00	\$ 84.75	\$ 17,156.25	\$ 68.85	\$ 18,245.25
6	TON	2360.502 TYPE SP 12.5 NON-WEARING COURSE MIX (3.C)	265	70.00	\$ 18,550.00	\$ 75.00	\$ 19,875.00	\$ 75.00	\$ 19,875.00	\$ 58.00	\$ 15,300.00	\$ 81.08	\$ 21,516.20

Schedule 3 Subtotal:										
Item No.	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
7	EACH	3	300.00	\$ 900.00	\$ 150.00	\$ 450.00	\$ 242.00	\$ 726.00	\$ 238.49	\$ 715.47
8	EACH	3	750.00	\$ 2,250.00	\$ 660.00	\$ 1,980.00	\$ 263.00	\$ 789.00	\$ 697.60	\$ 1,912.80
9	LIN FT	100	20.00	\$ 2,000.00	\$ 31.00	\$ 3,100.00	\$ 17.10	\$ 1,710.00	\$ 17.22	\$ 1,722.00
Schedule 3 Subtotal:										
				\$ 58,445.50			\$ 49,526.00			\$ 48,117.97
Schedule 4 Subtotal:										
Item No.	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	TREE	17	250.00	\$ 4,250.00	\$ 150.00	\$ 2,550.00	\$ 150.00	\$ 2,550.00	\$ 144.37	\$ 2,454.29
2	TREE	17	250.00	\$ 4,250.00	\$ 50.00	\$ 850.00	\$ 51.50	\$ 875.50	\$ 49.98	\$ 849.66
3	LIN FT	700	3.00	\$ 2,100.00	\$ 4.00	\$ 2,800.00	\$ 3.00	\$ 2,100.00	\$ 4.44	\$ 3,108.00
4	EACH	2	500.00	\$ 1,000.00	\$ 650.00	\$ 1,300.00	\$ 600.00	\$ 1,200.00	\$ 277.64	\$ 555.28
5	EACH	4	100.00	\$ 400.00	\$ 250.00	\$ 1,000.00	\$ 25.00	\$ 100.00	\$ 277.64	\$ 1,110.56
6	EACH	2	1,000.00	\$ 2,000.00	\$ 1,750.00	\$ 3,500.00	\$ 500.00	\$ 1,000.00	\$ 333.16	\$ 666.32
7	CU YD	497	8.00	\$ 3,976.00	\$ 6.00	\$ 2,982.00	\$ 17.80	\$ 8,846.60	\$ 13.24	\$ 6,580.28
8	EACH	2	500.00	\$ 1,000.00	\$ 345.00	\$ 690.00	\$ 330.00	\$ 660.00	\$ 444.22	\$ 888.44
9	LIN FT	20	35.00	\$ 700.00	\$ 25.00	\$ 500.00	\$ 28.20	\$ 564.00	\$ 24.43	\$ 488.60
10	EACH	1	500.00	\$ 500.00	\$ 200.00	\$ 200.00	\$ 269.00	\$ 269.00	\$ 293.55	\$ 293.55
11	LIN FT	300	2.00	\$ 600.00	\$ 2.00	\$ 600.00	\$ 0.90	\$ 270.00	\$ 1.00	\$ 300.00
12	LIN FT	650	2.00	\$ 1,300.00	\$ 1.90	\$ 1,235.00	\$ 1.55	\$ 1,007.50	\$ 1.72	\$ 1,118.00
13	TON	9	300.00	\$ 2,700.00	\$ 306.00	\$ 2,754.00	\$ 125.00	\$ 1,125.00	\$ 138.61	\$ 1,249.29
14	ACRE	4.5	2,000.00	\$ 9,000.00	\$ 576.00	\$ 2,605.50	\$ 500.00	\$ 2,250.00	\$ 555.27	\$ 2,485.72
Schedule 4 Subtotal:										
				\$ 33,776.00			\$ 24,006.50			\$ 22,792.10
Schedule 5 Subtotal:										
Item No.	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	EACH	2	1,000.00	\$ 2,000.00	\$ 845.00	\$ 1,690.00	\$ 711.00	\$ 1,422.00	\$ 772.83	\$ 1,545.66
2	LIN FT	205	30.00	\$ 6,150.00	\$ 28.50	\$ 5,842.50	\$ 35.00	\$ 7,175.00	\$ 33.03	\$ 6,771.15
3	LIN FT	205	40.00	\$ 8,200.00	\$ 30.00	\$ 6,150.00	\$ 32.50	\$ 6,662.50	\$ 29.44	\$ 6,035.20
4	CU YD	20	90.00	\$ 1,800.00	\$ 73.00	\$ 1,460.00	\$ 95.00	\$ 1,900.00	\$ 101.46	\$ 2,029.20
5	LIN FT	1600	2.00	\$ 3,200.00	\$ 1.90	\$ 3,040.00	\$ 1.55	\$ 2,480.00	\$ 1.78	\$ 2,832.00
6	POUND	3000	5.00	\$ 15,000.00	\$ 4.45	\$ 13,350.00	\$ 1.25	\$ 3,750.00	\$ 0.89	\$ 2,670.00
7	ACRE	2	2,000.00	\$ 4,000.00	\$ 579.00	\$ 1,158.00	\$ 500.00	\$ 1,000.00	\$ 875.90	\$ 1,751.80
8	ACRE	3	4,000.00	\$ 12,000.00	\$ 800.00	\$ 2,400.00	\$ 665.00	\$ 1,995.00	\$ 875.90	\$ 2,631.49
Schedule 5 Subtotal:										
				\$ 52,160.00			\$ 25,318.50			\$ 25,495.71

Description: 66th STREET PROJECT FILL SITE

Item No.	MeiDOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	2101.561	CLEARING	ACRE	1.25	5,000.00	6,250.00	2,000.00	2,500.00	2,000.00	2,575.00
2	2101.566	GRUBBING	ACRE	1.25	5,000.00	6,250.00	2,000.00	2,500.00	2,000.00	2,575.00
3	2105.535	SALVAGED TOPSOIL (L) (P)	CU YD	2750	5.00	13,750.00	2.14	5,885.00	4.39	12,045.00
4	2573.562	SILT FENCE, TYPE MACHINE SLICED	LN FT	200	2.00	400.00	1.90	380.00	1.78	355.00
5	2573.601	TEMPORARY SEDIMENTATION BASIN	JUMP SQA	1	1,500.00	1,500.00	1,200.00	1,200.00	1,500.00	1,500.00
6	2575.511	MULCH MATERIAL, TYPE 1	TON	1.25	300.00	375.00	111.24	139.05	138.51	173.51
7	2575.523	EROSION CONTROL BLANKET CATEGORY 3	SO YD	325	2.00	650.00	1.25	406.25	1.39	451.75
8	2575.505	SEEDING, MIXDOT MIX NO. 250	ACRE	1.25	2,000.00	2,500.00	875.50	1,094.30	555.27	694.09
Schedule 6 Subtotal:						\$ 31,675.00		\$ 15,077.50		\$ 20,687.43

BID SUMMARY		Amount	Amount	Amount
Contract:	CITY PROJECT # 2010-08D			
Owner:	CITY OF INNER GROVE HEIGHTS			
Project:	SOUTH GROVE STREET RECONSTRUCTION AREA 5			
Schedule Description		Amount	Amount	Amount
A	STREET IMPROVEMENTS	\$ 2,243,847.00	\$ 1,809,539.35	\$ 1,848,262.86
B	STORM SEWER IMPROVEMENTS	\$ 352,258.00	\$ 319,731.20	\$ 329,826.34
C	SANITARY SEWER IMPROVEMENTS	\$ 130,460.00	\$ 104,820.05	\$ 92,691.66
D	WATERMAIN IMPROVEMENTS	\$ 283,735.00	\$ 299,911.40	\$ 257,195.48
E	ALLOWANCES	\$ 41,000.00	\$ 41,000.00	\$ 41,000.00
Total Base Bid:		\$ 3,051,300.00	\$ 2,574,000.00	\$ 2,578,276.34

BID ALTERNATES		Amount	Amount	Amount
Schedule Description		Amount	Amount	Amount
1	BID ALTERNATE 1 - CRAIG COURT FULL RECONSTRUCTION	\$ 132,706.00	\$ 126,051.20	\$ 130,391.47
2	BID ALTERNATE 2 - CRAIG COURT MILL & OVERLAY	\$ 46,560.00	\$ 47,388.60	\$ 36,666.43
3	BID ALTERNATE 3 - CRAIG COURT PARTIAL RECONSTRUCTION	\$ 66,446.00	\$ 46,566.00	\$ 49,117.67
4	BID ALTERNATE 4 - SKY VIEW PARK	\$ 33,776.00	\$ 24,006.50	\$ 24,620.09
5	BID ALTERNATE 5 - MCPHILLIPS	\$ 52,180.00	\$ 26,319.50	\$ 26,498.71
6	66TH STREET PROJECT FILL SITE	\$ 31,675.00	\$ 16,687.50	\$ 20,087.43
Total Bid Alternate:		\$ 250,287.00	\$ 193,860.30	\$ 201,697.69

Total Base Bid Plus Selected Bid Alternates (1, 4, 5, and 6)		Amount	Amount	Amount
Total Base Bid Plus Selected Bid Alternates (1, 4, 5, and 6)		\$ 3,301,607.00	\$ 2,651,044.70	\$ 2,779,374.03

ADDENDUM NO. 1

CONTRACTOR'S BUSINESS NAME: J M Heniges & Sons INC
ADDRESS: 650 QUAKER AVE Jordan, MN 55352
PHONE NO: 952-492-5700 FAX NO: 952-492-5705

BID FORM

PROJECT IDENTIFICATION: CITY PROJECT NO. 2011-09D
SOUTH GROVE STREET RECONSTRUCTION AREA 6

BIDS TO BE OPENED: Tuesday, May 3rd, 2011 at 10:00 a.m.

THIS BID IS SUBMITTED TO: City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to: City of Inver Grove Heights, 8150 Barbara Avenue, Inver Grove Heights, MN 55077.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of Owner's Notice of Award.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>April 28, 2011</u>
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

SEE ATTACHED BID FORM

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete on or before **September 9, 2011**, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before **September 30, 2011**.
- 6.02 Bidder accepts the provisions of the Agreement as to interim completion dates and liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of 5%;
 - B. Affidavit of Non-Collusion

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

- 9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: S M Hentges & Sons INC. MO
(SEAL)

State of Incorporation: MINNESOTA
Type (General Business, Professional, Service, Limited Liability): Corp

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Steven Hentges

Title: President
(CORPORATE SEAL)

Attest Jean Schneider

Date of Qualification to do business in [State where Project is located] is 4/1/84

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 650 QUAKER AVE
Jordan, MN 55352

Phone No. 952-492-5700 Fax No. 952-492-5705

E-mail Mailbox@smhntges.com

SUBMITTED on May 3, 2011.

State Contractor License No. _____ . [If applicable]

BID PROPOSAL FORM

ADDENDUM NO. 1

Contract: 2011-09D
 Owner: City of Inver Grove Heights
 Project: South Grove Street Reconstruction Area 6



KHA Job No: 160509018

Schedule: A
 Description: STREET IMPROVEMENTS

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount
1	2021.501	MOBILIZATION	LUMP SUM	1	\$ 39,000. ⁰⁰	\$ 39,000. ⁰⁰
2	2031.501	FIELD OFFICE	EACH	1	\$ 6,700. ⁰⁰	\$ 6,700. ⁰⁰
3	2101.501	CLEARING	ACRE	0.35	\$ 2,500. ⁰⁰	\$ 875. ⁰⁰
4	2101.502	CLEARING	TREE	33	\$ 150. ⁰⁰	\$ 4,950. ⁰⁰
5	2101.506	GRUBBING	ACRE	0.35	\$ 2,500. ⁰⁰	\$ 875. ⁰⁰
6	2101.507	GRUBBING	TREE	33	\$ 50. ⁰⁰	\$ 1,650. ⁰⁰
7	2104.501	REMOVE EXISTING CURB AND GUTTER	LIN FT	7,800	\$ 2.75	\$ 21,450. ⁰⁰
8	2104.501	REMOVE FENCE	LIN FT	200	\$ 3.25	\$ 650. ⁰⁰
9	2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	2,040	\$ 3.75	\$ 7,650. ⁰⁰
10	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	625	\$ 4.20	\$ 2,625. ⁰⁰
11	2104.509	REMOVE SIGN TYPE C	EACH	38	\$ 25. ⁰⁰	\$ 950. ⁰⁰
12	2105.501	COMMON EXCAVATION (P)	CU YD	27,833	\$ 9.50	\$ 264,413. ⁵⁰
13	2105.507	SUBGRADE EXCAVATION (EV)	CU YD	3,000	\$ 6. ⁰⁰	\$ 18,000. ⁰⁰
14	2105.522	SELECT GRANULAR BORROW (CV)	CU YD	21,200	\$ 6. ⁰⁰	\$ 127,200. ⁰⁰
15	2105.525	SELECT TOPSOIL BORROW (LV)	CU YD	5,100	\$ 8.50	\$ 43,350. ⁰⁰
16	2105.604	GEOTEXTILE FABRIC TYPE V	SQ YD	10,000	\$ 1.25	\$ 12,500. ⁰⁰
17	2105.607	EXCAVATE INFILTRATION BASIN (P)	CU YD	1,353	\$ 5.50	\$ 7,441. ⁵⁰
18	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	75	\$ 110. ⁰⁰	\$ 8,250. ⁰⁰
19	2211.501	AGGREGATE BASE, CLASS 5	TON	9,800	\$ 13. ⁰⁰	\$ 127,400. ⁰⁰
20	2211.501	AGGREGATE BASE, CLASS 5 (100% CRUSHED LIMESTONE)	TON	1,250	\$ 20. ⁰⁰	\$ 25,000. ⁰⁰
21	2232.501	MILL BITUMINOUS SURFACE (2.0")	SQ YD	2,350	\$ 2. ⁰⁰	\$ 8,200. ⁰⁰
22	2232.501	MILL BITUMINOUS SURFACE (2.5")	SQ YD	4,100	\$ 2. ⁰⁰	\$ 8,200. ⁰⁰
23	2331.604	BITUMINOUS PAVEMENT RECLAMATION	SQ YD	26,100	\$ 3.65	\$ 95,265. ⁰⁰
24	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	1,670	\$ 4. ⁰⁰	\$ 6,680. ⁰⁰
25	2360.501	TYPE SP 9.5 WEARING COURSE MIX (3,B)	TON	900	\$ 40. ⁰⁰	\$ 36,000. ⁰⁰
26	2360.501	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	3,000	\$ 50. ⁰⁰	\$ 150,000. ⁰⁰
27	2360.502	TYPE SP 12.5 NON-WEARING COURSE MIX (3,B) -	TON	2,052	\$ 40. ⁰⁰	\$ 82,080. ⁰⁰
28	2360.502	TYPE SP 12.5 NON-WEARING COURSE MIX (3,C)	TON	1,981	\$ 70. ⁰⁰	\$ 138,670. ⁰⁰

29	2360.604	2.5" BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	2,040	\$ 17.00	\$ 34,680.00
30	2360.604	FULL DEPTH BITUMINOUS PATCHING	SY	650	\$ 30.00	\$ 19,500.00
31	2411.607	HIGH EARLY STRENGTH CONCRETE	CU YD	100	\$ 15.00	\$ 1,500.00
32	2506.602	RECONSTRUCT DRAINAGE STRUCTURE SPECIAL	EACH	1	\$ 800.00	\$ 800.00
33	2521.501	4" CONCRETE WALK	SQ FT	9,600	\$ 2.65	\$ 25,440.00
34	2521.511	3" BITUMINOUS TRAIL	SQ FT	450	\$ 5.00	\$ 2,250.00
35	2531.501	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	12,660	\$ 9.50	\$ 120,270.00
36	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	750	\$ 37.00	\$ 27,750.00
37	2531.602	PEDESTRIAN CURB RAMP	EACH	6	\$ 500.00	\$ 3,000.00
38	2531.603	CONCRETE CURB AND GUTTER DESIGN B618 (HAND POUR)	LIN FT	500	\$ 22.00	\$ 11,000.00
39	2531.603	CONCRETE VALLEY GUTTER	LIN FT	375	\$ 60.00	\$ 22,500.00
40	2531.603	SPOT CURB REPLACEMENT	LIN FT	560	\$ 25.00	\$ 14,000.00
41	2531.618	CONCRETE WING APRON	SQ FT	1,050	\$ 5.00	\$ 5,250.00
42	2540.601	MAILBOX MAINTENANCE	LUMP SUM	1	\$ 3,950.00	\$ 3,950.00
43	2557.603	SALVAGE AND REINSTALL FENCE	LIN FT	40	\$ 7.00	\$ 280.00
44	2564.531	SIGN PANELS TYPE C	SQ FT	148	\$ 30.00	\$ 4,440.00
45	2564.602	SALVAGE AND RE-INSTALL SIGN	EACH	17	\$ 90.00	\$ 1,530.00
46	2571.618	INFILTRATION BASIN PREPARATION, SAND AND COMPOST BEDDING	SF	3,150	\$ 2.30	\$ 7,245.00
47	2571.618	RAIN GARDEN MULCHING	EACH	30	\$ 220.00	\$ 6,600.00
48	2571.618	RAIN GARDEN PREPARATION, EXIST SOIL AND COMPOST BEDDING	SQ FT	4,000	\$ 1.20	\$ 4,800.00
49	2571.618	RAIN GARDEN PREPARATION, SAND AND COMPOST BEDDING	SQ FT	4,000	\$ 1.20	\$ 4,800.00
50	2571.618	RAIN GARDEN REHABILITATION	SQ FT	800	\$ 2.37	\$ 1,896.00
51	2571.618	RAIN GARDEN RETAINING WALL, BOULDER	SQ FT	1,300	\$ 17.00	\$ 22,100.00
52	2571.618	RAIN GARDEN RETAINING WALL, MODULAR BLOCK	SQ FT	1,300	\$ 17.00	\$ 22,100.00
53	2571.618	RAIN GARDEN TURF PAVER FILTER STRIP	SQ FT	600	\$ 10.00	\$ 6,000.00
54	2572.501	TEMPORARY FENCE	LIN FT	1,000	\$ 2.00	\$ 2,000.00
55	2572.505	PRUNE TREES	HOUR	20	\$ 280.00	\$ 5,600.00
56	2573.530	STORM DRAIN INLET PROTECTION	EACH	113	\$ 65.00	\$ 7,345.00
57	2573.540	FILTER LOG, TYPE COMPOST	LIN FT	650	\$ 2.20	\$ 1,430.00
58	2573.550	EROSION CONTROL SUPERVISOR	LUMP SUM	1	\$ 4,600.00	\$ 4,600.00
59	2573.602	DEWATERING (EXCAVATION)	LUMP SUM	1	\$ 1.00	\$ 1.00
60	2573.602	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EACH	13	\$ 860.00	\$ 11,180.00
61	2575.505	SODDING, TYPE LAWN	SQ YD	30,700	\$ 2.55	\$ 78,285.00
62	2575.511	MULCH MATERIAL TYPE 1	TON	2	\$ 306.00	\$ 612.00
63	2575.545	WEED SPRAYING	ACRE	2	\$ 415.00	\$ 830.00

64	2575.560	HYDRAULIC SOIL STABILIZER, TYPE SPECIAL	POUND	1,050	\$ 1,65	\$ 1,732.50
65	2575.570	RAPID STABILIZATION, METHOD 2	ACRE	0.5	\$ 2,141.00	\$ 1,070.50
66	2575.601	RESTORATION OF STAGING AREAS	LUMP SUM	1	\$ 611.00	\$ 611.00
67	2575.604	EROSION STABILIZATION MAT - ENKAMAT	SQ YD	125	\$ 6.35	\$ 793.75
68	2575.605	SEEDING, MNDOT MIX NO. 250	ACRE	1	\$ 579.00	\$ 579.00
69	2575.605	SEEDING, MNDOT MIX NO. 328	ACRE	0.1	\$ 1,042.00	\$ 104.20
70	2582.502	4" DOUBLE SOLID LINE YELLOW-PAINT	LIN FT	2,000	\$ 0.40	\$ 800.00

Schedule A Subtotal: \$ 1,733,779.95

Schedule: B
Description: STORM SEWER IMPROVEMENTS

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount
1	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	585	\$ 5.00	\$ 2,925.00
2	2104.509	REMOVE CASTING AND RINGS (STORM)	EACH	27	\$ 50.00	\$ 1,350.00
3	2104.509	REMOVE MANHOLE OR CATCHBASIN	EACH	22	\$ 150.00	\$ 3,300.00
4	2104.603	ABANDON PIPE SEWER	LIN FT	50	\$ 8.00	\$ 400.00
5	2501.602	15" RC PIPE APRON AND TRASH GUARD	EACH	2	\$ 1,135.00	\$ 2,270.00
6	2502.511	6" PVC PIPE DRAIN	LIN FT	86	\$ 9.00	\$ 774.00
7	2502.541	4" PERF PVC PIPE DRAIN	LIN FT	1,700	\$ 6.85	\$ 11,645.00
8	2502.541	6" PERF PVC PIPE DRAIN	LIN FT	220	\$ 8.75	\$ 1,925.00
9	2503.541	15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	1,766	\$ 26.25	\$ 46,357.50
10	2503.541	18" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	1,069	\$ 28.25	\$ 30,199.25
11	2503.541	24" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	872	\$ 32.00	\$ 27,904.00
12	2503.541	30" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	670	\$ 41.50	\$ 27,805.00
13	2503.603	15" HDPE PIPE SEWER	LIN FT	115	\$ 22.00	\$ 2,530.00
14	2503.603	18" HDPE PIPE SEWER - PERFORATED	LIN FT	354	\$ 43.00	\$ 15,222.00
15	2506.502	CONSTRUCT DRAINAGE STRUCTURE 2' x 3' CB	EACH	23	\$ 1,201.00	\$ 27,623.00
16	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	EACH	30	\$ 1,842.00	\$ 55,260.00
17	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 54-4020	EACH	2	\$ 3,100.00	\$ 6,200.00
18	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	EACH	3	\$ 2,802.00	\$ 8,406.00
19	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 66-4020	EACH	2	\$ 4,035.00	\$ 8,070.00
20	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020	EACH	1	\$ 4,031.00	\$ 4,031.00
21	2506.522	ADJUST FRAME AND RING CASTING (STORM)	EACH	6	\$ 210.00	\$ 1,260.00
22	2506.602	CONNECT TO EXISTING STORM SEWER	EACH	10	\$ 75.00	\$ 750.00
23	2506.602	CONSTRUCT DRAINAGE STRUCTURE - 30" YARD DRAIN	EACH	1	\$ 2,000.00	\$ 2,000.00

24	2506.602	CONSTRUCT DRAINAGE STRUCTURE SUMP BASKET	EACH	2	\$ 600. ⁰⁰	\$ 1,200. ⁰⁰
25	2506.602	INSTALL NEW RINGS AND CASTING (STORM)	EACH	12	\$ 580. ⁰⁰	\$ 6,960. ⁰⁰
26	2506.602	OUTLET CONTROL STRUCTURE (60")	EACH	1	\$ 3,735. ⁰⁰	\$ 3,735. ⁰⁰
27	2511.501	RANDOM RIPRAP, CLASS IV	CU YD	10	\$ 73. ⁰⁰	\$ 730. ⁰⁰
Schedule B Subtotal:						\$ 300,831.⁷⁵

Schedule: C

Description: SANITARY SEWER IMPROVEMENTS

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount
1	2104.501	REMOVE SEWER PIPE (SEWER)	LIN FT	765	\$ 1. ⁰⁰	\$ 765. ⁰⁰
2	2104.509	REMOVE CASTING AND RINGS (SEWER)	EACH	22	\$ 50. ⁰⁰	\$ 1,100. ⁰⁰
3	2104.602	REMOVE SECTION FROM EX SANITARY SEWER MANHOLE	EACH	5	\$ 350. ⁰⁰	\$ 1,750. ⁰⁰
4	2503.511	8" PVC PIPE SEWER SDR 26	LIN FT	774	\$ 27. ⁷⁵	\$ 21,478. ⁵⁰
5	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	2	\$ 885. ⁰⁰	\$ 1,770. ⁰⁰
6	2503.602	CUT-IN SANITARY MANHOLE	EACH	2	\$ 3,507. ⁰⁰	\$ 7,014. ⁰⁰
7	2503.602	LOCATE SANITARY SEWER SERVICE	EACH	32	\$ 500. ⁰⁰	\$ 16,000. ⁰⁰
8	2503.602	SANITARY SEWER SERVICE REPLACEMENT	EACH	32	\$ 895. ⁰⁰	\$ 28,640. ⁰⁰
9	2506.522	ADJUST FRAME AND RING CASTING (SEWER)	EACH	9	\$ 200. ⁰⁰	\$ 1,800. ⁰⁰
10	2506.602	FURNISH AND INSTALL EXTERNAL MANHOLE CHIMNEY SEAL	EACH	32	\$ 190. ⁰⁰	\$ 6,080. ⁰⁰
11	2506.602	INSTALL NEW RINGS AND CASTING (SEWER)	EACH	19	\$ 550. ⁰⁰	\$ 10,450. ⁰⁰
12	2506.602	SANITARY SEWER MANHOLE 48"	EACH	5	\$ 2,414. ⁰⁰	\$ 12,070. ⁰⁰
Schedule C Subtotal:						\$ 108,917.⁵⁰

Schedule: D

Description: WATERMAIN IMPROVEMENTS

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount
1	2103.507	DISCONNECT WATER SERVICE	EACH	10	\$ 150. ⁰⁰	\$ 1,500. ⁰⁰
2	2104.501	REMOVE WATERMAIN	LIN FT	1,350	\$ 5. ⁰⁰	\$ 6,750. ⁰⁰
3	2104.509	REMOVE GATE VALVE	EACH	22	\$ 75. ⁰⁰	\$ 1,650. ⁰⁰
4	2104.509	REMOVE HYDRANT AND GATE VALVE	EACH	8	\$ 175. ⁰⁰	\$ 1,400. ⁰⁰
5	2104.509	REMOVE WATER SERVICE	EACH	10	\$ 5. ⁰⁰	\$ 50. ⁰⁰
6	2504.602	1" CORPORATION STOP	EACH	10	\$ 90. ⁰⁰	\$ 900. ⁰⁰
7	2504.602	12" GATE VALVE AND BOX	EACH	1	\$ 3,631. ⁰⁰	\$ 3,631. ⁰⁰
8	2504.602	6" GATE VALVE AND BOX	EACH	30	\$ 1,884. ⁰⁰	\$ 56,520. ⁰⁰
9	2504.602	8" GATE VALVE AND BOX	EACH	6	\$ 1,139. ⁰⁰	\$ 6,834. ⁰⁰
10	2504.602	CONNECT TO EXISTING WATERMAIN	EACH	26	\$ 615. ⁰⁰	\$ 15,990. ⁰⁰
11	2504.602	CURB STOP AND BOX	EACH	10	\$ 155. ⁰⁰	\$ 1,550. ⁰⁰

12	2504.602	CUT IN 6" GATE VALVE	EACH	2	\$ 2,109. ⁰⁰	\$ 4,218. ⁰⁰
13	2504.602	HYDRANT AND GATE VALVE	EACH	8	\$ 4,813. ⁰⁰	\$ 38,504. ⁰⁰
14	2504.602	RECONNECT WATER SERVICE	EACH	10	\$ 100. ⁰⁰	\$ 1,000. ⁰⁰
15	2504.602	WATERMAIN OFFSET	EACH	20	\$ 2,637. ⁰⁰	\$ 52,740. ⁰⁰
16	2504.602	WATERMAIN SERVICE ADJUSTMENT	EACH	10	\$ 935. ⁰⁰	\$ 9,350. ⁰⁰
17	2504.603	1" TYPE K COPPER PIPE	LIN FT	1,200	\$ 24. ⁷⁵	\$ 29,700. ⁰⁰
18	2504.603	6" WATERMAIN DUCTILE IRON CLASS 52	LIN FT	875	\$ 35. ⁰⁰	\$ 30,625. ⁰⁰
19	2504.603	8" WATERMAIN DUCTILE IRON CLASS 52	LIN FT	365	\$ 39. ⁵⁰	\$ 14,417. ⁵⁰
20	2504.603	DIRECTIONALLY DRILL 1" SERVICE LINE	LIN FT	322	\$ 30. ⁵⁰	\$ 9,821. ⁰⁰
21	2504.604	4" POLYSTYRENE INSULATION	SQ YD	50	\$ 35. ⁰⁰	\$ 1,750. ⁰⁰
22	2504.608	DUCTILE IRON FITTINGS	POUND	1,700	\$ 2. ⁰⁰	\$ 3,400. ⁰⁰

Schedule D Subtotal: \$ 292,300.⁵⁰

Schedule: F
Description: ALLOWANCES

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount
2	2130.601	WATER USAGE ALLOWANCE	LUMP SUM	1	\$ 6,000.00	\$ 6,000.00
3	2504.601	IRRIGATION SYSTEM REPAIR ALLOWANCE	LUMP SUM	1	\$ 5,000.00	\$ 5,000.00
4	2540.601	BOULEVARD LANDSCAPING ALLOWANCE	LUMP SUM	1	\$ 10,000.00	\$ 10,000.00
5	2563.601	TRAFFIC CONTROL ALLOWANCE	LUMP SUM	1	\$ 10,000.00	\$ 10,000.00
6	2573.601	STORM WATER MANAGEMENT ALLOWANCE	LUMP SUM	1	\$ 10,000.00	\$ 10,000.00

Schedule F Subtotal: \$ 41,000.00

Schedule: 1
Description: BID ALTERNATE 1 - CRAIG COURT FULL RECONSTRUCTION

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount
1	2104.501	REMOVE EXISTING CURB AND GUTTER	LIN FT	1,080	\$ 3. ⁰⁰	\$ 3,240. ⁰⁰
2	2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	520	\$ 3. ⁷⁵	\$ 1,950. ⁰⁰
3	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	33	\$ 4. ⁰⁰	\$ 132. ⁰⁰
4	2104.509	REMOVE CASTING AND RINGS (SEWER)	EACH	3	\$ 50. ⁰⁰	\$ 150. ⁰⁰
5	2105.501	COMMON EXCAVATION (P)	CU YD	2,866	\$ 6. ⁰⁰	\$ 3,120. ⁰⁰
6	2105.507	SUBGRADE EXCAVATION (EV)	CU YD	286	\$ 6. ⁰⁰	\$ 1,716. ⁰⁰
7	2105.522	SELECT GRANULAR BORROW (CV)	CU YD	475	\$ 11. ⁰⁰	\$ 5,225. ⁰⁰
8	2105.525	SELECT TOPSOIL BORROW (LV)	CU YD	350	\$ 10. ⁰⁰	\$ 3,500. ⁰⁰
9	2105.604	GEOTEXTILE FABRIC TYPE V	SQ YD	750	\$ 1.25	\$ 937. ⁵⁰
10	2211.501	AGGREGATE BASE, CLASS 5	TON	850	\$ 12. ⁰⁰	\$ 9,200. ⁰⁰
11	2211.501	AGGREGATE BASE, CLASS 5 (100% CRUSHED LIMESTONE)	TON	170	\$ 19. ⁰⁰	\$ 3,230. ⁰⁰

12	2331.604	BITUMINOUS PAVEMENT RECLAMATION	SQ YD	2,250	\$ 3. ⁶⁵	\$ 8,212. ⁵⁰
13	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	115	\$ 3. ⁰⁰	\$ 345. ⁰⁰
14	2360.501	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	265	\$ 50. ⁰⁰ 75.50	\$ 13,250. ⁰⁰
15	2360.502	TYPE SP 12.5 NON-WEARING COURSE MIX (3,C)	TON	265	\$ 75. ⁰⁰	\$ 19,875. ⁰⁰
16	2360.604	2.5" BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	520	\$ 17. ⁰⁰	\$ 8,840
17	2506.602	FURNISH AND INSTALL EXTERNAL MANHOLE CHIMNEY SEAL	EACH	3	\$ 200. ⁰⁰	\$ 600. ⁰⁰
18	2506.602	INSTALL NEW RINGS AND CASTING (SEWER)	EACH	3	\$ 680. ⁰⁰	\$ 2,040. ⁰⁰
19	2531.501	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	1,265	\$ 9. ⁷⁰	\$ 12,270. ⁵⁰
20	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	33	\$ 37. ⁰⁰	\$ 1,221. ⁰⁰
21	2575.505	SODDING, TYPE LAWN	SQ YD	2,000	\$ 2. ⁵⁵	\$ 5,100. ⁰⁰
Schedule 1 Subtotal:						\$ 119,230. ⁵⁰

Schedule: 2
 Description: BID ALTERNATE 2 - CRAIG COURT MILL & OVERLAY

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount
1	2105.501	COMMON EXCAVATION (P)	CU YD	520	\$ 6. ⁰⁰	\$ 3,120. ⁰⁰
2	2232.501	MILL BITUMINOUS SURFACE (2.5")	SQ YD	2,250	\$ 2. ⁰⁰	\$ 4,500. ⁰⁰
3	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	115	\$ 3. ⁰⁰	\$ 345. ⁰⁰
4	2360.501	TYPE SP 9.5 WEARING COURSE MIX (3,B)	TON	330	\$ 55. ⁰⁰	\$ 18,150. ⁰⁰
5	2360.604	FULL DEPTH BITUMINOUS PATCHING	SY	225	\$ 30. ⁰⁰	\$ 6,750. ⁰⁰
6	2506.522	ADJUST FRAME AND RING CASTING (SEWER)	EACH	3	\$ 200. ⁰⁰	\$ 600. ⁰⁰
7	2506.602	FURNISH AND INSTALL EXTERNAL MANHOLE CHIMNEY SEAL	EACH	3	\$ 200. ⁰⁰	\$ 600. ⁰⁰
8	2531.603	SPOT CURB REPLACEMENT	LIN FT	100	\$ 31. ⁰⁰	\$ 3,100. ⁰⁰
Schedule 2 Subtotal:						\$ 37,165. ⁰⁰

Schedule: 3
 Description: BID ALTERNATE 3 - CRAIG COURT PARTIAL RECONSTRUCTION

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount
1	2104.509	REMOVE CASTING AND RINGS (SEWER)	EACH	3	\$ 50. ⁰⁰	\$ 150. ⁰⁰
2	2211.501	AGGREGATE BASE, CLASS 5	TON	850	\$ 14. ⁰⁰	\$ 11,900. ⁰⁰
3	2331.604	BITUMINOUS PAVEMENT RECLAMATION	SQ YD	2,250	\$ 3. ⁶⁵	\$ 8,212. ⁵⁰
4	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	115	\$ 3. ⁰⁰	\$ 345. ⁰⁰
5	2360.501	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	265	\$ 50. ⁰⁰	\$ 13,250. ⁰⁰
6	2360.502	TYPE SP 12.5 NON-WEARING COURSE MIX (3,C)	TON	265	\$ 75. ⁰⁰	\$ 19,875. ⁰⁰
7	2506.602	FURNISH AND INSTALL EXTERNAL MANHOLE CHIMNEY SEAL	EACH	3	\$ 190. ⁰⁰	\$ 570. ⁰⁰
8	2506.602	INSTALL NEW RINGS AND CASTING (SEWER)	EACH	3	\$ 680. ⁰⁰	\$ 2,040. ⁰⁰
9	2531.603	SPOT CURB REPLACEMENT	LIN FT	100	\$ 31. ⁰⁰	\$ 3,100. ⁰⁰

59,442.50

Schedule 3 Subtotal: \$ ~~89,442.50~~ 59,442.50 EJP

Schedule: 4
Description: BID ALTERNATE 4 - SKY VIEW PARK

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount
1	2101.502	CLEARING	TREE	17	\$ 150.00	\$ 2,550.00
2	2101.507	GRUBBING	TREE	17	\$ 50.00	\$ 850.00
3	2104.501	REMOVE FENCE	LIN FT	700	\$ 4.00	\$ 2,800.00
4	2104.509	REMOVE BACK STOP	EACH	2	\$ 850.00	\$ 1,700.00
5	2104.509	REMOVE BENCH	EACH	4	\$ 260.00	\$ 1,040.00
6	2104.509	REMOVE BLEACHERS	EACH	2	\$ 1,750.00	\$ 3,500.00
7	2105.501	COMMON EXCAVATION (P)	CU YD	497	\$ 6.00	\$ 2,982.00 EJP
8	2501.602	12" HDPE PIPE APRON AND TRASH GUARD	EACH	2	\$ 345.00	\$ 690.00
9	2503.603	12" HDPE PIPE SEWER	LIN FT	20	\$ 25.00	\$ 500.00
10	2506.522	ADJUST FRAME AND RING CASTING (SEWER)	EACH	1	\$ 200.00	\$ 200.00
11	2572.501	TEMPORARY FENCE	LIN FT	300	\$ 2.00	\$ 600.00
12	2573.502	SILT FENCE, TYPE MACHINE SLICED	LIN FT	650	\$ 1.90	\$ 1,235.00
13	2575.511	MULCH MATERIAL TYPE 1	TON	9	\$ 306.00	\$ 2,754.00
14	2575.605	SEEDING, MNDOT MIX NO. 250	ACRE	4.5	\$ 579.00	\$ 2,605.50
Schedule 4 Subtotal:						\$ 24,006.50

Schedule: 5
Description: BID ALTERNATE 5 - MCPHILLIPS

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount
1	2501.602	18" RC PIPE APRON AND TRASH GUARD	EACH	2	\$ 845.00	\$ 1,690.00
2	2503.541	18" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	205	\$ 28.50	\$ 5,842.50
3	2503.603	18" HDPE PIPE SEWER	LIN FT	205	\$ 30.00	\$ 6,150.00
4	2511.501	RANDOM RIPRAP, CLASS IV	CU YD	20	\$ 73.00	\$ 1,460.00
5	2573.502	SILT FENCE, TYPE MACHINE SLICED	LIN FT	1,500	\$ 1.90	\$ 2,850.00
6	2575.560	HYDRAULIC SOIL STABILIZER, TYPE SPECIAL	POUND	3,000	\$ 1.45	\$ 4,350.00
7	2575.605	SEEDING, MNDOT MIX NO. 250	ACRE	2	\$ 579.00	\$ 1,158.00
8	2575.605	SEEDING, MNDOT MIX NO. 350	ACRE	3	\$ 800.00	\$ 2,400.00
Schedule 5 Subtotal:						\$ 25,900.50

Schedule: 6
Description: 66th Street Project Fill Site

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount
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1	2101.501	CLEARING	ACRE	1.25	\$ 2,000. ⁰⁰	\$ 2,500. ⁰⁰
2	2101.506	GRUBBING	ACRE	1.25	\$ 2,000. ⁰⁰	\$ 2,500. ⁰⁰
3	2105.535	SALVAGED TOPSOIL (LV) (P)	CU YD	2,750	\$ 2.14	\$ 5,885. ⁰²
4	2573.502	SILT FENCE, TYPE MACHINE SLICED	LIN FT	200	\$ 1.90	\$ 380. ⁰⁰
5	2573.601	TEMPORARY SEDIMENTATION BASIN	LUMP SUM	1	\$ 2,200. ⁰⁰	\$ 2,200. ⁰⁰
6	2575.511	MULCH MATERIAL TYPE 1	TON	1.25	\$ 306. ⁰⁰	\$ 382. ⁵⁰
7	2575.523	EROSION CONTROL BLANKET CATEGORY 3	SQ YD	325	\$ 1.55	\$ 503. ⁷⁵
8	2575.605	SEEDING, MNDOT MIX NO. 250	ACRE	1.25	\$ 581. ⁰⁰	\$ 726. ²⁵
Schedule 6 Subtotal:						\$ 15,077. ⁵⁰

BID SUMMARY

Contract: 2011-09D
 Owner: City of Inver Grove Heights
 Project: South Grove Street Reconstruction Area 6

Schedule	Description	Amount
A	STREET IMPROVEMENTS	1,733,779.⁷⁵ \$ 1,773,779. ⁷⁵ EGF
B	STORM SEWER IMPROVEMENTS	\$ 300,831. ⁷⁵
C	SANITARY SEWER IMPROVEMENTS	\$ 108,917. ⁵⁰
D	WATERMAIN IMPROVEMENTS	\$ 292,300. ⁵⁰
F	ALLOWANCES	\$ 41,000. ⁰⁰

Total Base Bid \$ ~~2,516,829.⁶⁰~~ 2,757,652.²⁰ SMH

BID ALTERNATES

Schedule	Description	Amount
1	BID ALTERNATE 1 - CRAIG COURT FULL RECONSTRUCTION	\$ 119,230. ⁵⁰
2	BID ALTERNATE 2 - CRAIG COURT MILL & OVERLAY	\$ 37,165. ⁰⁰
3	BID ALTERNATE 3 - CRAIG COURT PARTIAL RECONSTRUCTION	59,442.⁵⁰ \$ 89,442. ⁵⁰ EGF
4	BID ALTERNATE 4 - SKY VIEW PARK	\$ 24,006. ⁵⁰
5	BID ALTERNATE 5 - MCPHILLIPS	\$ 25,900. ⁵⁰
6	BID ALTERNATE 6 - 66TH STREET PROJECT FILL SITE	\$ 15,077. ⁵⁰

Total Bid Alternates \$ ~~310,822.⁵⁰~~ 280,822.⁵⁰ EGF

Total Amount of Base Bid (written in words) two million, seven hundred fifty-seven, six hundred
fifty-two and ²⁰/₁₀₀
eight hundred twenty-nine and ⁶⁰/₁₀₀ SMH

Total Amount of Bid Alternates (written in words) three hundred ten thousand,
eight hundred twenty-two and $\frac{50}{100}$

The City retains the right to award the contract on the basis of the base bid only or the total of the base bid and any combination of the bid alternates. If the City awards the contract on the base bid amount, the bidder with the lowest responsible base bid will be awarded. If the City awards the contract on the total of the base bid plus one or more alternate amounts, the bidder with the lowest responsible total of the base bid alternate will be awarded.

STATE OF Minnesota

COUNTY OF Scott

AFFIDAVIT OF NON-COLLUSION:

- (1) That I am the BIDDER (if the bidder is an individual), a partner of the BIDDER (if the bidder is a partnership) or an officer or employee of the BIDDER corporation having authority to sign on its behalf (if the BIDDER is a corporation);
- (2) That the attached bid or bids have been arrived at by the BIDDER individually and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any vendor of materials, supplies, equipment or services described in the invitation to bid designed to limit individual bidding or competition;
- (3) That the contents of the bid or bids have not been communicated by the BIDDER, or its employees or agents, to any person not any employee or agent of the BIDDER, or its surety, on any bond furnished with the bid or bids, and will not be communicated to any person, prior to any official opening of the bids, or bids; and;
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.


BIDDER

SM HentGES & Sons INC,
FIRM MAKING BIDS

Subscribed and sworn to before me this 3 day of MAY, 2011.

Steven Hentges
NAME

President
OFFICIAL TITLE

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Approving the Joint Powers Agreement with Dakota County Soil and Water Conservation District for Urban Cost Share Program for City Project No. 2011-09D – South Grove Street Reconstruction Area 6

Meeting Date: May 9, 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

SJA

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, SWCD Urban Cost Share Grant

PURPOSE/ACTION REQUESTED

Consider adopting a resolution approving the Joint Powers Agreement with Dakota County Soil and Water Conservation District for Urban Cost Share Program for City Project No. 2011-09D – South Grove Street Reconstruction, Area 6.

SUMMARY

The City Engineering Staff has been working with the Dakota County Soil and Water Conservation District to secure a \$50,000 grant for City Project No. 2011-09D – South Grove Street Reconstruction Area 6.

The City applied for the Urban Cost Share Program with Dakota County. This funding is being provided from the Urban Cost Share Program which is being administered by the Anoka Conservation District (ACD) via a joint powers agreement with Dakota County SWCD. These funds will be utilized to construct storm water management facilities on City Project No. 2011-09D – South Grove Street Reconstruction, Area 6. The funding is based on a grant provided by the State Legislature for water quality improvements. ACD approved the JPA with Dakota County SWCD on April 2011. The Dakota County SWCD Board will be taking action to approve the JPA with ACD and the Urban Cost Share Program contract with the City of Inver Grove Heights at its May 3 meeting. On May 5, 2011 the Dakota Community Development Board will take action to approve the agreement. A copy of this agreement is attached with the packet. It is anticipated that a signed copy of the agreement will be available at the May 9, 2011 City Council meeting.

The project for South Grove Area 6 (2011-09) will be considered for an award of contract at the May 9, 2011 meeting. The storm water facilities will be built with this project.

The City Engineer recommends adoption of the resolution approving Joint Powers Agreement with Dakota County Soil and Water Conservation District for the Urban Cost Share Program for City Project No. 2011-09D for a grant amount of \$50,000 as outlined in the agreement.

TJK/kf

Attachment: Resolution
 Joint Powers Agreement

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION APPROVING THE JOINT POWERS AGREEMENT WITH DAKOTA COUNTY SOIL
AND WATER CONSERVATION DISTRICT FOR THE URBAN COST SHARE PROGRAM ON CITY
PROJECT NO. 2011-09D – SOUTH GROVE STREET RECONSTRUCTION, AREA 6**

RESOLUTION NO. _____

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

WHEREAS, in order to improve water quality the City Council has authorized the development of storm water facilities within the reconstruction project; and

WHEREAS, based on the experience the Dakota County Soil and Water Conservation District has with the construction and maintenance of storm water facilities, the SWCD has assisted the City with an application for a grant from their Urban Cost Share Program as outlined in the Joint Powers Agreement between the City of Inver Grove Heights and Dakota SWCD; and

WHEREAS, the Dakota County SWCD and Anoka Conservation District have entered into a separate Joint Powers Agreement for ACD to provide the Urban Cost Share Program Grant to Dakota County SWCD.

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

1. Staff is authorized to enter into a Joint Powers Agreement with the Dakota County Soil & Water Conservation District relating to the Urban Cost Share Program for storm water facilities for City Project No. 2011-09D, Urban Street Reconstruction Project – South Grove Area 6.

Adopted by the City Council of Inver Grove Heights, Minnesota this 9th of May 2011.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

Dakota County Soil & Water Conservation District Urban Cost Share Program Contract

File No: 11-CCP-02

Date: 5-5-2011

Project Name: City of Inver Grove Heights South Grove VI Retrofit

Address / City: 8150 Barbara Avenue, Inver Grove Heights, MN 55077
Township: _____ Range: _____ Section: _____ ¼ Section: _____

Applicant / Contact: City of Inver Grove Heights, Tom Kaldunski, P.E., City Engineer

Address: 8150 Barbara Avenue, Inver Grove Heights, MN 55077

Phone No: (651) 450-2572 Fax: (651) 450-2502

I (we), the undersigned Applicant, do hereby request cost-share assistance to help defray the cost of installing the Project as listed below subject to the following terms and conditions. It is agreed that:

1. The Applicant is solely responsible to obtain all permits and perform the work in compliance with local, state and federal regulations.
2. The Project must be completed in compliance with the approved plans, specifications and the District's technical standards. Any requests to change the approved plans, specifications or costs estimates must be submitted in writing to the District for review and approval.
3. The District reserves the right, at its sole discretion, to determine Project compliance to its technical standards and may withhold or deny payment for Projects that are non-compliant, improperly installed and/or improperly maintained or payment requests for expenses the District determines to be non-essential to the Project. The Applicant is responsible to confirm project compliance with the District for critical project components, including but not limited to, final design, layout staking, sub-grade excavations, soil preparation, piping and appurtenance installations, site grading, planting and final site stabilization. Unless otherwise agreed in writing, the Applicant is responsible to correct all non-compliance issues to the satisfaction of the District at its sole expense. At its option, the District may determine the non-compliance of a single project component to be non-compliance for the project as a whole.
4. The Applicant is solely responsible for the cost of constructing the Project per the approved plans and specifications. Upon Project completion and acceptance by the District Board of Supervisors, the reimbursement payment to the Applicant is limited to a maximum of sixty-five (65) percent of the actual project expenses, not to exceed the maximum cost share amount. All requests for cost share payment must be supported by itemized project receipts and invoices determined by the District to be practical and reasonable for the completion of the Project. Partial payments prior to Project completion shall not be made unless otherwise agreed in writing.
5. The Applicant is responsible to comply with the Project Operation & Maintenance Plan and shall provide at his sole expense, all labor and materials to properly maintain the Project during its minimum effective life (10 Years). If the Project is removed or modified without consent of the District, the Applicant shall be liable for monetary damages, not to exceed the amount of cost share received from the District for that Project. If land ownership is transferred to another party, it shall be the responsibility of the property owner/applicant who signed this contract to advise the new landowner that this contract shall remain in force.
6. This contract, when approved by the District Board of Supervisors, will remain in effect unless canceled by mutual agreement, except when installation of the Project covered by this contract has not been started by May 31, 2011, in which case this contract will automatically terminate on that date.
7. The Project will be installed by September 30, 2011, unless this contract is amended by mutual consent to reschedule the work and funding.
8. The Applicant is solely liable for his/her own acts and agrees to hold harmless and defend the District against claims, actions, demands or damages arising out of the performance of this Agreement.

9. The Applicant authorizes the Dakota County SWCD to take and disclose photographs of the conservation practice for use in publications or promotional materials or on their website for the purpose of highlighting the Dakota County SWCD's programs. I also authorize the Dakota County SWCD to disclose my name and applicable conservation practice information with any conservation practice photograph.
10. External funding for this cost share agreement is to be provided through a Joint Power Agreement (JPA) between Dakota SWCD and the Anoka Conservation District (ACD). Dakota SWCD does not have any internal funding to guarantee the cost share amount will be paid upon completion. The City of Inver Grove agrees to cancel the cost share agreement and hold Dakota SWCD harmless should the external funding from ACD be withheld for any reason.

Project Name : South Grove VI Retrofit

Est. Project Cost: \$ 100,500.00 Requested Cost Share Amount \$65,325.00

Applicant Signature * : _____
(if different from property owner)

Property Owner Signature * _____

Address: _____

Date: _____

* If this is a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement.

This section to be completed by the Dakota County Soil & Water Conservation District

I have viewed the site where the above listed Project is to be installed and find that the estimated quantities and costs are practical and reasonable.
 Cost Estimate: \$ 100,500.00 (other comments may be included on attached sheets)

Certifier's Signature: _____
 Certifier's Title: _____
 Date: _____

Cost Share Limits

Cost share is approved at 65 percent (%) of the total estimated project cost. The final cost share reimbursement amount shall be determined by applying the approved percentage to the total actual project costs as reviewed and approved and is limited to not exceed \$ 50,000.00

Project Approval

Project Approved By: _____
(Chair, Dakota County Soil & Water Conservation District Board of Supervisors)

Date: _____

Payment Approval

Payment Approved By: _____
(Chair, Dakota County Soil & Water Conservation District Board of Supervisors)

Date: _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Accepting Permanent Utility, Drainage, and Storm Water Ponding Easement for Lot 4, Block 1, Bakken Heights 2nd Addition for the 2011 Pavement Management Program, City Project No. 2011-09D – South Grove Street Reconstruction, Area 6

Meeting Date: May 9, 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
SST

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Resolution accepting Permanent Utility, Drainage, and Storm Water Ponding Easement for Lot 4, Block 1, Bakken Heights 2nd Addition for the 2011 Pavement Management Program, City Project No. 2011-09D – South Grove Street Reconstruction, Area 6.

SUMMARY

The City of Inver Grove Heights has prepared plans and received bids for City Project No. 2011-09D – South Grove Street Reconstruction Area 6. As this project was being prepared for construction, the City reviewed feedback from landowners in the vicinity of 6825 Craig Court. Three property owners have identified drainage issues that occur on a regular basis in the backyard at this location. The existing homes have been affected by flooding of the backyard.

The City has met with the landowners on several occasions and developed a plan to install an outlet from this low lying area via an 18" HDPE pipe that will be installed on an easement provided by the City of South St. Paul on the adjacent airport property in accordance with the Council approved plans for City Project No. 2011-09D. There is also a sump pump discharge basket being installed to service 6805 Craig Court.

The owner of 6825 Craig Court has agreed to provide the City of Inver Grove Heights with an easement over the westerly portion of this parcel. Attached are the executed documents signed by Ms. Mulroyan granting these easements to the City at no cost. Ms. Mulroyan understands the improvement will benefit her property by providing an outlet pipe. The City Engineer has also had discussions with Ms. Mulroyan's brother several times while scoping the project and securing the easement.

I recommend that the City Council approve the resolution accepting Permanent Utility, Drainage, and Storm Water Ponding Easement for Lot 4, Block 1, Bakken Heights 2nd Addition for the 2011 Pavement Management Program, City Project No. 2011-09D – South Grove Street Reconstruction, Area 6.

TJK/kf
 Attachments: Resolution
 Agreement

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION ACCEPTING PERMANENT UTILITY, DRAINAGE, AND STORM WATER PONDING
EASEMENT FOR LOT 4, BLOCK 1, BAKKEN HEIGHTS 2ND ADDITION FOR THE 2011
PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2011-09D – SOUTH GROVE
STREET RECONSTRUCTION, AREA 6**

RESOLUTION NO. _____

WHEREAS, during the 2011 construction season, the City will be constructing City Project No. 2011-09D, South Grove Urban Reconstruction Area 6. In order to construct the project, it is necessary to acquire an easement from the following property:

Lot 4, Block 1, Bakken Heights 2nd Addition (6825 Craig Court)

WHEREAS, the City's Engineering Division and the City's consulting engineer (Kimley-Horn & Associates, Inc.) have met with the landowners and have obtained the easements. The easements are being conveyed to the City without cost to the City.

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

1. The City Council approves the Permanent Utility, Drainage, and Storm Water Ponding Easement Agreement for Lot 4, Block 1, Bakken Heights 2nd Addition (6825 Craig Court).
2. The Mayor and Deputy Clerk are authorized to execute the easements. The forms of the easements are subject to the approval of the City Attorney.

Adopted by the City Council of Inver Grove Heights, Minnesota this 9th day of May 2011.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy Clerk

PERMANENT UTILITY, DRAINAGE AND STORMWATER PONDING EASEMENT
FOR LOT 4, BLOCK 1, BAKKEN HEIGHTS 2ND ADDITION
DAKOTA COUNTY, MINNESOTA

THIS PERMANENT UTILITY, DRAINAGE AND STORMWATER PONDING EASEMENT (“Permanent Easement”), is made, granted and conveyed this ____ day of _____, 2011, between Betty L. Mulroyan, a single person, hereinafter 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**.

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, forever, a

- 1.) **A permanent easement for utilities, drainage, storm water ponding, storm water collection, storm water control improvements and for purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of utilities and storm water ponding, drainage, collection and control facilities, under, over, across, through and upon that real property identified and legally described and depicted on Exhibit B, (hereinafter the “Permanent Easement Area”) attached hereto and incorporated herein by reference; and**

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any storm sewer, storm sewer ponds, water mains, sanitary sewer mains, any utilities, underground pipes, conduits, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

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 Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, grading, sloping, and restoration relating to the purposes of this Permanent Easement; and
- b.) to maintain the Permanent Easement Area, any City improvements and any ponds, underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such ponds, pipes, conduits or mains; and
- c.) to remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the ponds, pipes, conduits, or mains and to deposit earthen material in and upon the Permanent Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area 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 Permanent 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, her 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 herself and her successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that she is well seized in fee of the Landowner's Property described on Exhibit A and the Permanent Easement Area described on Exhibit B and has good right to grant and convey the Permanent Easement rights herein to the City.

This Permanent Easement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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

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

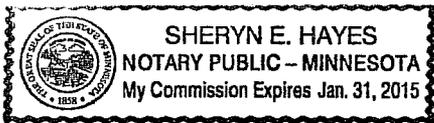
Notary Public

LANDOWNER

Betty L. Mulroyan
Betty L. Mulroyan

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) SS.

On this 15th day of APRIL, 2011, before me a Notary Public within and for said County, personally appeared Betty L. Mulroyan, a single person, to me personally known to be the person described in and who executed the foregoing instrument and she acknowledged that she executed the same as her free act and deed.



Sheryn E. Hayes
Notary Public

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

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

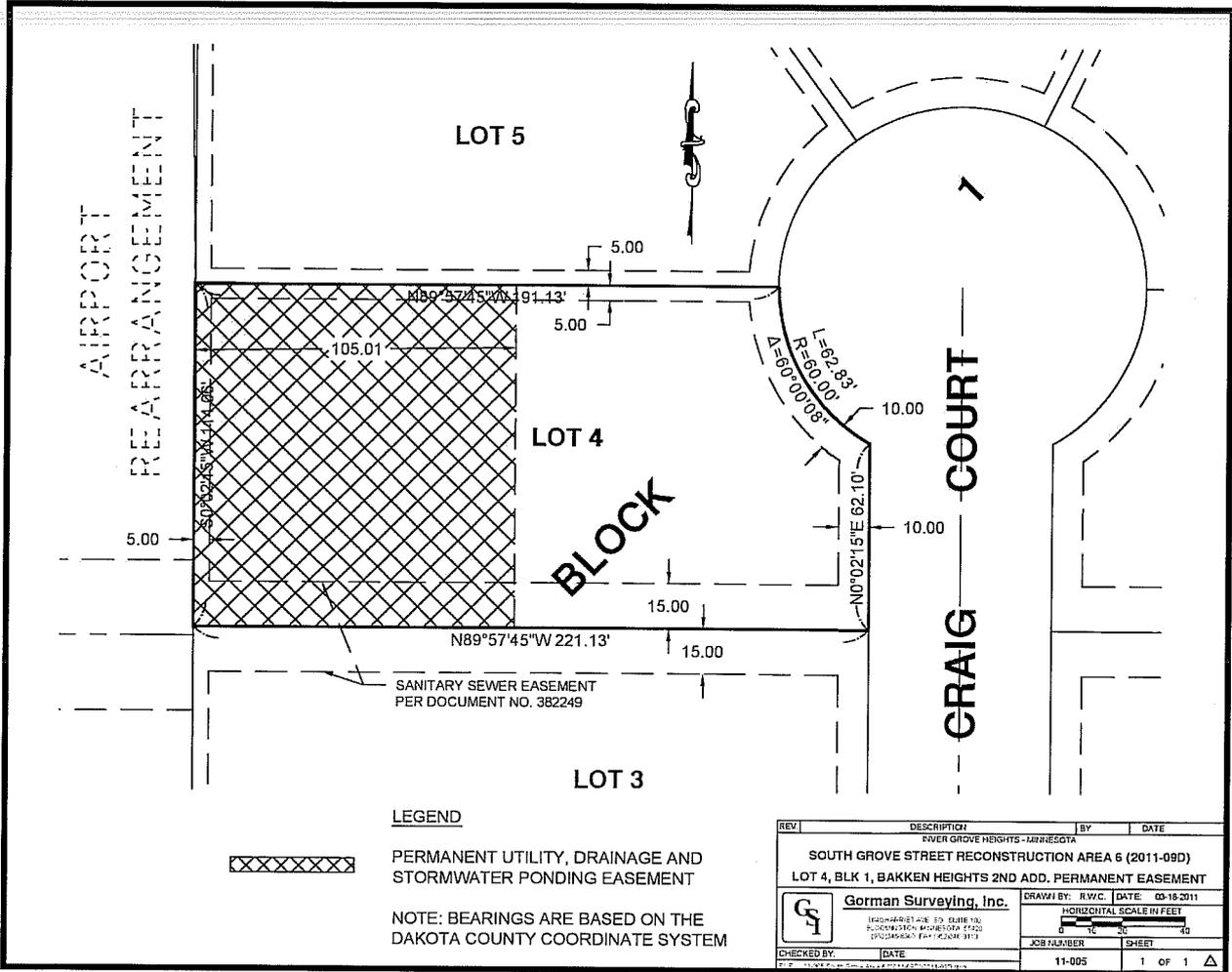
Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

Lot 4, Block 1, Bakken Heights 2nd Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

The west 105.01 feet of Lot 4, Block 1, Bakken Heights 2nd Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
DEPICTION OF PERMANENT EASEMENT AREA



LEGEND



PERMANENT UTILITY, DRAINAGE AND STORMWATER PONDING EASEMENT

NOTE: BEARINGS ARE BASED ON THE DAKOTA COUNTY COORDINATE SYSTEM

REV	DESCRIPTION	BY	DATE
	RIVER GROVE HEIGHTS - MINNESOTA		
	SOUTH GROVE STREET RECONSTRUCTION AREA 6 (2011-09D)		
	LOT 4, BLK 1, BAKKEN HEIGHTS 2ND ADD. PERMANENT EASEMENT		
	 Gorman Surveying, Inc.	DRAWN BY: R.W.C.	DATE: 03-16-2011
	LEAD SURVEYOR: ED ELME JR. REGISTERED SURVEYOR #202 5702466547 FAX: 612-308-3113	HORIZONTAL SCALE IN FEET 0 10 20 40	
CHECKED BY:	DATE:	JOB NUMBER: 11-005	SHEET: 1 OF 1

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

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

Meeting Date: May 9, 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 Council reviewed the first reading on April 25, 2011 and had the following issues for staff:

Weapons

The intent of this language is to prohibit the possession of firearms within parks except as otherwise allowed under relevant state statutes or federal laws. Minn. Stat. § 624.714 (the "Minnesota Citizens' Personal Protection Act of 2003") specifically allows persons who have obtained a permit to carry a pistol to carry the same in a public place.

Based on this statutory language, while the City can (and State Statutes already) ban non-permit holders from carrying a pistol in City parks (or other public places for that matter), it cannot ban conceal and carry permit holders from carrying a pistol in City parks or other public buildings in the City, including City Hall and the VMCC.

Swimming

Clarified the language to ensure people can't enter public waters through park property. Private property owners can chose to enter public waters at their own risk.

Animals

Added North Valley Disc Golf Course as a "high activity area"

We have attached one copy of the code that lists all of the changes being made and another copy of the same code that accepts changes made at the first reading and highlights changes made since the first reading.

**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 chapter, the terms, wherever used in this chapter, shall mean and be interpreted as follows:

HE/HIS: Shall include masculine or feminine.

PARK/PARK FACILITY/RECREATION AREA: A park, conservation 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, as a park or for active or passive 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.

C. Hours Of Operation:

- 1. Parks and public trails will be open for public use between 6:00 a.m. and 10:00 p.m.. No person, except employees in the performance of their duties or law enforcement officers,

shall be on such property between the hours of 10:00 p.m. and 6:00 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 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, if there exists or it is anticipated that there will exist, conditions which prevent safe and practical use of the area. When closed in accordance herewith, any person shall have the right to appeal such decision to the city council at its next regular meeting.

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..

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

1. Distribute or display, or place on vehicles parked within a park, any circulars, cards, or announcements when the intention of such activity is to promote a commercial enterprise.

2. 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.

3. 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.

4. 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.

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, without the written permission of the city administrator.

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 designee.

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

8. Launch or remove motorboats or other mechanically propelled boats from or across city park property. This section shall not apply to boats being used in an emergency recovery, for emergency training purposes, or for maintenance of waters abutting city park property.

9. ~~Swim in or e~~Enter into the waters adjacent toof any city park or waters adjacent to any city park from or through park property. This prohibition does not apply to law enforcement officers, emergency personnel, or other persons authorized by the city administrator while performing official duties.

10. Throw, deposit, place, or leave in any park or waters thereon any paper, garbage, rubbish, waste, cans, substance, bottles, grass, snow, or refuse of any kind 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. This prohibition does not apply to law enforcement officers, emergency personnel, or other persons authorized by the city administrator while performing official duties.

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. This prohibition does not apply to law enforcement officers, emergency personnel, or other persons authorized by the city administrator while performing official duties.

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.

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

17. Possess any glass bottles or other glass objects.

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

19. Use or possess any illegal drugs.

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

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.

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

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.

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

25. Enter a posted restricted area. This prohibition does not apply to law enforcement officers, emergency personnel, or other persons authorized by the city administrator while performing official duties.

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.

E. 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)

F. Animals: No person shall bring any animal into any park unless it is on a leash no more than six feet long or a flexi lead or similar retractable leash. 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, the North Valley Disc Golf Course, 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 kept by the city, under the city's direction, or otherwise 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;
- H. 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 subpart C of this chapter.
- 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 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.
- L. Alcoholic Beverages¹: 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 resolution, may from time to time impose. (Ord. 937, 8-31-1998)

M. Rules, Regulations And Policies:

1. Rules, regulations, and policies applicable to one or more city parks may be adopted from time to time by the city council. The rules and regulations shall be listed in the City Code, be prominently posted 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.
 2. Emergency rules or regulations may be implemented by the city administrator on a temporary basis when deemed necessary in the public interest, and shall become effective upon posting in the affected area. Such rules or regulations shall remain in effect for a period not to exceed thirty (30) days. (1974 Code § 2010.15)
- N. Prohibited Conduct; Penalty: It is unlawful for any person to engage in an act or in any behavior prohibited by this Chapter. Violation of any provision of this Chapter 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)

7-5-2: VEHICLES IN PARKS:

- 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)
- B. Use Restrictions Generally: Except as otherwise stated in this section, it shall be unlawful for any person 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.
- C. Speed: Motorized vehicles must be operated at a speed of 15 mph or less unless otherwise posted.
- D. 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 in a park at any time the park is not open for public use.
- E. Certain Vehicles Prohibited: Motorcycles, minibikes and all-terrain vehicles are prohibited in all city parks.

F. Snowmobiles: 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.

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.

H. Exceptions: This section shall not apply to:

1. Police, fire, and emergency 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.
4. 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)

7-5-3: BOATS AND RECREATIONAL VEHICLES ON HORNBEAM LAKE:

A. Definitions: The following words and terms, when used in this section, shall have the following meanings unless the context clearly indicates otherwise:

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.

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.

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.

C. Enforcement: The provisions of this section shall may be enforced by city authorized peace officers, ~~and~~ officers of the Dakota county sheriff's office, Community Service Officers, and other authorized licensed peace officers.

D. Misdemeanor Violation: Violation of any provision of this section shall be a misdemeanor as defined by Minnesota statutes. (Ord. 936, 8-10-1998)

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 resolution, may from time to time impose.

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.

Section 4. Effective Date. This ordinance shall be in force and effect upon its adoption and publication according to law.

Passed this _____ day of _____, 2011.

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

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~~

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~~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~~

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~~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~~

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~~89. Launch or remove motorboats or other mechanically propelled boats from or across city park property Place onto or remove from any waters abutting it. 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~~

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~~109. Bathe in or enter the waters of or 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 Enter into waters adjacent to any city park from or through park property. This prohibition does not apply to law enforcement officers, emergency personnel, or other persons authorized by the city administrator while performing official duties.~~

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~~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)~~

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~~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.~~

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

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~~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. This prohibition does not apply to law enforcement officers, emergency personnel, or other persons authorized by the city administrator while performing official duties.~~

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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. This prohibition does not apply to law enforcement officers, emergency personnel, or other persons authorized by the city administrator while performing official duties.

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.

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

17. Possess any glass bottles or other glass objects.

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

19. Use or possess any illegal drugs.

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

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.

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

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.

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

25. Enter a posted restricted area. This prohibition does not apply to law enforcement officers, emergency personnel, or other persons authorized by the city administrator while performing official duties.

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, the North Valley Disc Golf Course, 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 The 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)

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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 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

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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.

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. Such rules or regulations shall remain in effect for a period not to exceed thirty (30) days. (1974 Code § 2010.15)

IN. Prohibited Conduct; Penalty: It is unlawful for any person to engage in an act or in any behavior prohibited by this section Chapter. Violation of any provision of this section Chapter 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)

7-5-2: VEHICLES IN PARKS:

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)

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.

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.

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2. Maintenance vehicles used to perform work under city control or direction.

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3. Electric wheelchairs or other power-driven mobility devices operated by and used to assist persons with a mobility disability.

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4. 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 ~~may~~ be enforced by city authorized peace officers, ~~and officers of the Dakota county sheriff's office, Community Service Officers, and other authorized licensed peace officers.~~

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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 these areas in city parks where horses and ponies may be ridden.~~

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Section 4. **Effective Date.** This ordinance shall be in force and effect upon its adoption and publication according to law.

Passed this _____ day of _____, 2011.

George Tourville, Mayor

ATTEST:

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Melissa Rheaume, Deputy City Clerk

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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

DISCUSS AMENDING THE START TIME OF CITY COUNCIL MEETINGS

Meeting Date: May 9, 2011
Item Type: Regular
Contact: 651.450.2511
Prepared by: Joe Lynch
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:

Discuss and provide direction regarding potential change to the start time of City Council meetings.

SUMMARY:

At the Council work session on April 25th a suggestion was made to consider changing the start time of City Council meetings to 7:00 p.m. If Council would like to pursue this change, three readings of an ordinance amending City Code Section 1-5-1 would be required.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: May 9, 2011
Item Type: Regular
Contact: Judy Thill, 651-450-2495
Prepared by: Judy Thill, Fire Chief
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 Consider awarding a contract to perform a Fire Station Location Analysis to DLR Group/KKE.

SUMMARY

In December of 2010, a Request for Proposal (RFP) was advertised for professional services to conduct an analysis to determine location options for a new fire station. Eleven firms submitted proposals, with ten of them arriving before the stated deadline.

The ten proposals were forwarded on to a panel of Inver Grove Heights Fire personnel who read through each of them to determine which proposals most completely addressed each of the parameters of the RFP. Four firms were chosen to interview.

Four IGH Fire Department representatives and Assistant City Administrator Jenelle Teppen conducted the interviews. Representatives from each firm were asked a series of pre-set questions and scored based on a specific set of criteria. After the interview process, one firm scored the highest. That was DLR Group/KKE.

Staff recommends awarding the contract for the Station Location Analysis to DLR Group/KKE for \$22,000.