



INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, JUNE 13, 2011
8150 BARBARA AVENUE
7:30 P.M.

1. CALL TO ORDER

2. ROLL CALL

3. PRESENTATIONS:

A. Citizen Advisory Commissioner Recognition

B. Recognition of Melissa Rheaume, Deputy City Clerk, for Receiving Municipal Clerk Certification

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 – May 23, 2011 Regular Council Meeting _____

B. Resolution Approving Disbursements for Period Ending June 8, 2011 _____

C. Pay Voucher No. 24 for City Project No. 2008–18, Public Safety Addition/City Hall Renovation _____

D. Pay Voucher No. 2 for City Project No. 2008–18, Public Safety Addition/City Hall Renovation – B & B Sheetmetal and Roofing, Inc. _____

E. Pay Voucher No.3 for City Project No. 2008–18, Public Safety Addition/City Hall Renovation – B & B Sheetmetal and Roofing, Inc. _____

F. Approve Declaration of Property for Heritage Village Park (SG–2010–049) _____

G. Approve Joint Powers Agreement with Dakota County for Cost Contribution for Architectural and Engineering Services Related to the Mississippi River Regional Trail _____

H. Approve Agreement with James Gullickson for Payment of Outstanding Assessment for Improvements from City Project No. 1987–15 _____

I. i) Resolution Receiving Bids and Awarding Contract for the 2011 Pavement Management Program, City Project No. 2011–09A, Cracksealing _____

ii) Resolution Receiving Bids and Awarding Contract for the 2011 Pavement Management Program, City Project No. 2011–09B, Sealcoating _____

J. Accept Proposals for Concrete Removal and Replacement Services _____

K. Approve Irrigation Agreements with Gerten’s – City Project No. 2010–09I, Blaine Ave. (North) _____

- L. Approve North Side Water Tower Site Lease Agreement with TTM Operating Construction, Inc. _____
- M. Approve Proposal from SRF Consulting Group to Prepare a Preliminary Layout for City Project No. 2010-09F, Upper 55th Street from T.H.3 to Babcock Trail _____
- N. Resolution Accepting Proposal from Barr Engineering Co. for Engineering Services to Model Runoff related to the Emergency Overflow Outlet from Pond T-23, City Project No. 2011-03 _____
- O. Resolution Accepting Proposal from Barr Engineering for Hydrologic Modeling in the Highway 110 Area _____
- P. Resolution Accepting the MS4 Annual Report for 2010 _____
- Q. Resolution Approving Revised Public Hearing Date and Ratifying Actions for Public Notice, City Project No. 2011-12 _____
- R. Approve Joint Powers Agreement with Minnesota Bureau of Criminal Apprehension for Participation in the Internet Crimes against Children Task Force _____
- S. Approve Renewal of Permits for 18 Advertising Bus Benches in the City _____
- T. Accept Donation to Inver Grove Heights Police Department from Ian Quinn _____
- U. Approve Application for Charitable Gambling Premises Permit _____
- V. Approve Individual Massage Therapist License _____
- W. Schedule Public Hearing (El Loro Liquor License Application) _____
- X. Personnel Actions _____

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

6. **PUBLIC HEARINGS:**

A. **CITY OF INVER GROVE HEIGHTS;** Consider Proposed Spending Plan to Authorize Expenditures of Tax Increments from the City’s TIF District No. 4-1 pursuant to Minnesota Statutes, Sections 469.176 Subd. 4m and a Proposed Business Subsidy Agreement pursuant to Sections 116J.993 to 116J.995

*** NOTE: THIS HEARING HAS BEEN RESCHEDULED FOR JUNE 27, 2011 at 7:30 p.m.**

B. **CITY OF INVER GROVE HEIGHTS;** Consider Application of Kladek, Inc. dba King of Diamonds for Transfer of Ownership of On-Sale Intoxicating Liquor License for Premises Located at 6533 Concord Blvd. _____

REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. SAYYAD HUSSAIN; Consider the following actions for property located at 5465 Babcock Trail:

- i) Ordinance relating to **Rezoning** the property from B-1, Limited Business District to B-3, General Business District _____
- ii) Resolution relating to a **Comprehensive Plan Amendment** to change the land use of the property from NB, Neighborhood Business to CC, Community Commercial _____

B. MICHIAL MULARONI; Consider a Resolution relating to a **Variance** to construct an addition onto an existing building within the side yard setback for property located at 6042 Claude Way _____

PUBLIC WORKS:

C. CITY OF INVER GROVE HEIGHTS; Update on Dawn Ave. Sidewalk and Boulevard, City Project No. 2011-09D

PARKS AND RECREATION:

D. CITY OF INVER GROVE HEIGHTS; Consider Declaration of Property for Heritage Village Park (SG-2010-049) _____

ADMINISTRATION:

E. CITY OF INVER GROVE HEIGHTS; Consider Award of Bid for AV Multimedia Equipment for the City Council Chambers for City Project No. 2008-18, Public Safety Addition/City Hall Renovation _____

F. CITY OF INVER GROVE HEIGHTS; Approve Contract for AV Multimedia Equipment for the City Council Chambers in the Public Safety Addition/City Hall Renovation _____

8. MAYOR AND COUNCIL COMMENTS:

9. ADJOURN

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

RECOGNITION OF MELISSA RHEAUME, DEPUTY CITY CLERK IN RECEIVING THE MUNICIPAL CLERK CERTIFICATION

Meeting Date: June 13, 2011
Item Type: Presentations
Contact:
Prepared by:
Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED Recognize Melissa Rheaume for achieving Municipal Clerk Certification from the Minnesota Clerks and Finance Officers Association.

SUMMARY Melissa completed the 3-year Municipal Clerk Certification program late last summer and has recently received her official notification that she is certified as a Municipal Clerk.

The objectives of this MCFOA are:

- to provide a better understanding of the official duties and obligations of its members
- set up, insofar as possible, uniform standards in the municipalities of Minnesota
- promote the cause of good government in cities, villages, counties, and State
- cooperate with State, county, and municipal officials in carrying out the provisions of the law
- perform such other work as may best conserve the interests of the public and develop a better spirit of cooperation among its members
- to coordinate its activities with the objects and procedures of the League as set forth in the basic constitution of the League of Minnesota Cities.

The Certification program is sponsored by the MCFOA and St. Cloud State University and gives a broad perspective of the Clerk’s position in government and how it relates to the local community, state, and federal governments. The program combines points in education, experience and in-service training for certification completion.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, MAY 23, 2011 - 8150 BARBARA AVENUE**

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, May 23, 2011, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:30 p.m. Present were Council members Grannis, Klein, Madden, and Piekarski Krech; City Administrator Lynch, Assistant City Administrator Teppen, City Attorney Kuntz, City Engineer Kaldunski, Parks and Recreation Director Carlson, Community Development Director Link, Finance Director Lanoue and Deputy Clerk Rheume.

3. PRESENTATIONS:

- A.** Recognize Retirement of Lieutenant Jerry Salmey from the Inver Grove Heights Police Department after 30 Years of Service

Chief Kleckner recognized Lt. Jerry Salmey for his 30 years of service to the Inver Grove Heights Police Department. He stated Lt. Salmey started his career with the Police department on June 1, 1981. He provided an overview of Lt. Salmey's career, highlighting his various achievements and areas of service. He stated Lt. Salmey worked in investigations, was a firearms and use of force instructor, and served on the MAAG team. He noted in March of 1993 Jerry was promoted to the rank of Sergeant where he served as a patrol supervisor and handled the department's scheduling, training, and Police Reserves program. He stated in July of 2004 Jerry was promoted to the rank of Lieutenant and served as both the Patrol and Investigative Commander and was a part of a number of committees including the Incident Management Team and the Drug Task Force Board. He explained Lt. Salmey received a number of Awards of Merit for various projects he worked on and also received an Award of Valor for the arrest of a robbery suspect, in which a motor vehicle and foot pursuit occurred, ending with a physical altercation during which the suspect was detained. Chief Kleckner thanked Lt. Salmey for his service and contributions to the City and to the Police Department.

Lieutenant Salmey thanked the City Council and those who previously served on the Council for their support of the Police Department over his 30 years. He also thanked Joe Lynch, Jenelle Teppen, Chief Kleckner, Larry Stanger, and all of the Police Department employees and City staff he has worked with during his career. He stated it had been an honor and privilege to work with everyone and noted he would miss his daily interaction with the other City employees. He talked about all the changes that have taken place in the Police Department and the City over the past 30 years. Lieutenant Salmey also introduced and thanked his family for their support throughout his career.

Mayor Tourville, speaking on behalf of the entire City Council, thanked Lt. Salmey for his service and dedication to the City and to the residents of Inver Grove Heights.

- B.** Dakota County Historical Society – Jim Huffman

Mr. Huffman explained the Dakota County Historical Society is going to do a lot of fundraising for interpretive signage for historical artifacts that were preserved for placement in Heritage Village Park and the Rock Island Swing Bridge site. He stated one of the fundraisers involved the sale of a pin commemorating the Rock Island Swing Bridge.

Councilmember Madden thanked Mr. Huffman for all of his work and complimented the pins that would be sold as part of the fundraiser.

4. CONSENT AGENDA:

Citizen Allan Cederberg requested that Item 4F, Award Contract to Perform a Fire Station Location Analysis to DLR Group/KKE, and Item 4I, Schedule Public Hearing, be removed from the Consent Agenda.

Citizen Keith Carlson requested that Item 4H, Approve Charitable Gambling Premises Permit for Fraternal Order of Police, be removed from the Consent Agenda.

- A. Minutes – May 9, 2011 Regular Council Meeting
- B. **Resolution No. 11-82** Approving Disbursements for Period Ending May 18, 2011
- C. Change Order No. 3, Final Compensating Change Order No. 4, Final Pay Voucher No. 6, Engineer’s Report of Final Acceptance and **Resolution No. 11-83** Accepting Work for City Project No. 2007-17 – Clark Road Extension Improvements
- D. **Resolution No. 11-84** Scheduling a Public Hearing to Consider Final Layout No. 1 for the T.H. 52 West Frontage Road from 0.35 Miles South of Concord Boulevard to 0.20 Miles North of Inver Grove Trail
- E. Approve Appointment to Noise Oversight Commission
- G. Approve Temporary Liquor License Extension for Loyal Order of the Moose
- J. Personnel Actions

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

Ayes: 5

Nays: 0 Motion carried.

- F. Award Contract to Perform a Fire Station Location Analysis to DLR Group/KKE

Allan Cederberg, 1162 82nd St. E., suggested that if the City is going to build a new fire station the Chief should review the new environmental code that was followed by the City of Eagan during the construction and design of their new fire station.

Mayor Tourville noted the Council has not decided if they are going to build a new station. He explained the item pertained to a location analysis.

Councilmember Klein questioned what the rationale was for spending \$22,000 to identify a site. He opined that the members of the committee and other members of staff should be able to determine a site that is suitable for the type and size of building that would be constructed.

Chief Thill stated the process is not as simple and straight forward as it looks. She explained staff may have a general idea for potential locations, but noted that there are a lot of different standards that they do not have access to. She stated the consultant collects and enters data into various models and computer programs to analyze it and ensure that the necessary standards would be met at a particular location.

Councilmember Grannis stated after reviewing the proposals that were submitted, he agreed with the committee’s recommendation to hire DLR Group/KKE.

Motion by Grannis, second by Madden, to award contract to perform a fire station location analysis to DLR Group/KKE

Ayes: 4

Nays: 1 (Klein) Motion carried.

- H. Approve Charitable Gambling Premises Permit for Fraternal Order of Police

Ms. Rheaume explained the item pertained to an application from the Fraternal Order of Police for a charitable gambling premises permit at the Bierstube. She stated the Bierstube’s management has exercised their right to terminate the lease with the organization that currently operates at the premises.

Keith Carlson, 4642 Barbara Ave. E., stated the hockey association was made aware of this issue approximately one week ago. He asked that a discussion be had regarding the termination of the lease.

Councilmember Piekarski Krech explained that the City does not have the authority to dictate which organization holds a premises permit at a specific location. She stated the City only has the authority to control the percentage of lawful purpose expenditures that are made within a trade area and to limit the number of locations an organization can occupy simultaneously.

Mr. Carlson questioned if the Council needed to take action on the item at this meeting or if a decision could be delayed until the next meeting.

Mayor Tourville reiterated that the Council does not have the authority to choose which organization operates at a specific location. He stated when an application is received it is their responsibility to address it in a timely manner. He noted the State Gambling Control Board is the issuing authority.

Mr. Carlson stated a complaint had been filed with gambling control and questioned if an impending investigation would delay this item.

Ms. Rheume stated she had not been notified of an impending investigation by the gambling board.

Mayor Tourville stated he contacted gambling control to inquire about the situation and reiterated that he was told the issuing authority for the license is the gambling control board and they do not have to notify the City every time they receive a complaint. He noted that gambling control would conduct investigations as they deem necessary and would only notify the City if sanctions were imposed upon a particular organization or premises in the City.

Councilmember Klein commented on the expenditures made within the trade area by the Fraternal Order of Policy and asked if it would be possible for the hockey association to request a donation.

Randy Dalbec, 9960 Anawanda Path, identified himself as the gambling manager for the Fraternal Order of Police. He stated the contributions referenced by Councilmember Klein are a few examples of the type of lawful purpose expenditures the organization makes annually. He clarified that they are not allowed to make a donation to another organization that holds license to run a pull tab operation.

Jess Myers, 9253 Cheney Trail, stated he understood there was not a lot that could be done by the City on this issue. He noted 100% of the lawful purpose expenditures made by the hockey association go towards funding the program approximately 300 children/families participate in.

Motion by Madden, second by Grannis, to approve charitable gambling premises permit for Fraternal Order of Police

Ayes: 5

Nays: 0 Motion carried.

I. Schedule Public Hearing

Dian Piekarski, 7609 Babcock Trail, asked for an explanation as to what the item was regarding.

Councilmember Piekarski Krech explained the item pertained to scheduling a public hearing on June 13, 2011 to consider the transfer of ownership for the On-Sale Intoxicating Liquor License held by Kladek, Inc.

Motion by Klein, second by Grannis, to schedule public hearing on June 13, 2011 at 7:30 p.m. in the City Council Chambers to consider the transfer of ownership of the On-Sale Intoxicating Liquor License held by Kladek, Inc.

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT:

Ed Gunter, 6671 Concord Blvd., stated in October he was informed the bills from the County for the third section of the Concord project had been turned over to the City and they would be getting assessments in the spring. He asked for an update on the status of the assessments.

Mr. Kaldunski stated the City had not received the invoice to date. He noted staff has already started working on the calculations for the assessments and were just waiting for the final invoice to confirm the totals. He indicated he would follow up with the County and provide Mr. Gunter with an update.

John Follmer, 6771 Dawn Way, stated he had some issues to discuss regarding the proposed design of the sidewalk that is being installed along Dawn. He explained a large chunk of his driveway would be taken away and stated he was told that nothing could be done. He questioned why an eight (8) foot

boulevard was needed when he has seen smaller boulevards in the City. He asked if anything could be done because he would not have enough room to park his cars and the sidewalk would be 30 feet from his house. He expressed concern with people being that close to his home. He noted he did not have the opportunity to make the public hearing. He stated he was under the impression that it was going to be a five (5) foot boulevard.

Councilmember Madden opined that 30 feet should be enough to park two (2) vehicles.

Mayor Tourville stated there was discussion at the public hearing and some were in favor of the sidewalk and some were not. He explained the Council looked at the issue from a safety perspective and voted in favor of installing the sidewalk.

Councilmember Klein asked why an eight (8) foot boulevard was needed.

Mr. Kaldunski explained an eight (8) foot boulevard would have adequate space for snow storage on a state aid street. He stated in this area there is an 80 foot of right-of-way and the road is busier compared to other sections that were completed in previous projects that had a 60 foot right-of-way. He noted the extra right-of-way has more snow that needs to be removed and the eight (8) foot boulevard provides additional space for snow to be stored.

Councilmember Klein asked if the City would be taking some of Mr. Follmer's property.

Mr. Kaldunski replied in the negative and clarified that the City would actually be allowing Mr. Follmer to utilize three (3) feet of City right-of-way.

Councilmember Klein questioned if the boulevard setbacks could be changed.

Mr. Kaldunski stated they would have to run modifications past the contractor to see if the City would be charged for changes.

Mayor Tourville questioned if Mr. Kaldunski had verified the measurements on Mr. Follmer's property.

Mr. Kaldunski stated he has been in contact with Mr. Follmer to schedule an appointment.

Ann Sealson, 6799 Dawn Way, stated she lives next to Skyline Park and already has issues with vandalism and crime. She stated she is against the sidewalk because it would bring more people closer to her home. She stated there are a lot of issues on that street and opined that there should have been more thought put into this.

The City Council directed staff to talk with the contractor regarding potential modifications to the setbacks.

Councilmember Piekarski Krech questioned the 20 foot right-of-way difference from block to block on the same street. She asked for more information on the issue.

Mr. Kaldunski responded that it had a lot to do with the time of platting and changes to the City's subdivision regulations over time. He noted an 80 foot right-of-way is the standard for municipal state aid streets.

Mayor Tourville indicated this would come back to the City Council for a decision.

6. PUBLIC HEARINGS:

A. CITY OF INVER GROVE HEIGHTS; Consider Application of Cameron's Warehouse Liquors, Inc. dba Cameron's Warehouse Liquors for Transfer of Off-Sale Intoxicating Liquor License for Premises Located at 6533 Concord Blvd.

Ms. Rheaume explained the applicant will be transitioning to a new location on Concord sometime in the fall. She stated the exact date on which the new location will open is still unknown and suggested that approval of the transfer be contingent upon the applicant closing the store's current location on Cahill Ave.

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

Ayes: 5

Nays: 0

Motion carried.

Motion by Madden, second by Klein, to approve the application of Cameron's Warehouse Liquors, Inc. dba Cameron's Warehouse Liquors for transfer of the Off-Sale Intoxicating Liquor License to the premises located at 6533 Concord Blvd. contingent upon the closing of the existing premises located at 6666 Cahill Ave.

Ayes: 5

Nays: 0 Motion carried.

B. 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. 2011-09F, 65th Street East Street Reconstruction (from Concord Blvd to 200' west)

Mr. Kaldunski reviewed the components of the proposed project on 65th Street. He noted all of the parcels proposed to be assessed were notified of the public hearing. He explained Cameron's would be responsible for the cost of the improvements as outlined in the Development Agreement, and the project would need to be completed by mid-September as per the agreement. He stated the estimated cost of the project is \$74,781. He noted the landowner north of 65th Street was notified of the assessment hearing, but would not be assessed for this improvement because it will be assessed for the Concord Boulevard Phase 2 project.

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

Ayes: 5

Nays: 0 Motion carried.

Motion by Klein, second by Madden, to adopt Resolution No. 11-85 Ordering the Project, Approving Plans and Specifications, and Authorizing Advertisement for Bids for 2011 Pavement Management Program, City Project No. 2011-09F, 65th Street East Street Reconstruction (from Concord Blvd to 200' west)

Ayes: 5

Nays: 0 Motion carried.

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. CITY OF INVER GROVE HEIGHTS; Consider the Third Reading of an Ordinance Amendment to Allow Outdoor Storage in the P, Institutional Zoning District when Associated with Local Government Use

Mr. Link stated no changes were made to the ordinance since the second reading. He explained staff was asked to prepare a resolution to identify the six current sites and is included for Council approval. He stated staff recommended approval of the ordinance.

Mayor Tourville clarified they identified the six storage sites.

Motion by Klein, second by Grannis, to adopt Ordinance No. 1235 Allowing Outdoor Storage in the P, Institutional Zoning District when Associated with Local Government Use and Resolution No. 11-89

Ayes: 5

Nays: 0 Motion carried.

B. CITY OF INVER GROVE HEIGHTS; Consider Resolution relating to a Conditional Use Permit to Place over 1,000 Cubic Yards of Fill on Property located within the Flood Fringe District of the Floodplain for Property Located on the South Side of 66th Street, East of Concord Blvd.

Mr. Link explained the City is proposing to fill a portion of a parcel to be used as a parking lot for the swing bridge portion of Heritage Village Park. He stated both Planning staff and the Planning Commission recommended approval.

Councilmember Piekarski Krech asked if they need DNR approval.

Mr. Link said this was submitted to the DNR and they didn't receive any comments.

Motion by Klein, second by Madden, to adopt Resolution No. 11-86 relating to a Conditional Use Permit to Place over 1,000 Cubic Yards of Fill on Property located within the Flood Fringe District of the Floodplain for Property Located on the South Side of 66th Street, East of Concord Blvd.

Ayes: 5

Nays: 0 Motion carried.

C. CITY OF INVER GROVE HEIGHTS; Consider Resolution Approving Contract with Walker Lawn Care and John Wheeler for Lawn Service

Councilmember Piekarski Krech pointed out the resolution and the agenda had conflicting information regarding the recommended contractors.

Mr. Link acknowledged that the agenda was incorrect and noted the agenda item and resolution contained the correct information. He clarified that staff recommended contracting with Walker Lawn Care and John Wheeler for lawn care abatement. He explained as per Council direction, staff notified Inver Grove Heights contractors and several other contractors whose names were provided by Council members in 2010. He stated a total of eleven contractors were mailed notices and an advertisement was published in the Southwest Review, posted on the City's website, and displayed in the lobby at City Hall.

Councilmember Piekarski Krech opined that it would be nice to have the same information on everyone.

Motion by Grannis, second by Madden, to adopt Resolution No. 11-87 approving contract with Walker Lawn Care and John Wheeler for Lawn Service

Ayes: 5

Nays: 0 Motion carried.

The Council moved to item 7H.

PARKS AND RECREATION:

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

Mr. Carlson explained the amendment would centralize the park and recreation ordinances and update language as necessary. He stated no changes have been made since the first reading of the ordinance.

Motion by Madden, second by Grannis, to adopt Ordinance No. 1236 Updating Rules Pertaining to Parks and Recreation

Ayes: 5

Nays: 0 Motion carried.

E. CITY OF INVER GROVE HEIGHTS; Consider Architect for Feasibility Study for Heritage Village Park and the Mississippi River Regional Trail Buildings and Structures

Mr. Carlson explained the Council approved the request for proposal for architectural services on March 28, 2011 and six firms submitted proposals. He recommended that the Council contract with Partners and Sirny Architects in an amount not to exceed \$18,530 plus expenses to perform an architectural feasibility of the buildings proposed for Heritage Village Park. He explained the study would encompass all buildings and structures envisioned through the updated master plan for Heritage Village Park.

Councilmember Klein asked what the rationale was behind the selection of Partners and Sirny Architects because their proposal was not the least expensive.

Mr. Carlson stated the proposal submitted by Buetow and Associates Architects was not as impressive as the others, their experience was not comparable, and they did not feel the value was the same as the proposal submitted by Partners and Sirny.

Mr. Lynch explained their past experience did not entail work specifically related to park shelter buildings. Councilmember Piekarski Krech asked where the funds would be coming from.

Mr. Carlson stated the Dakota County Parks department agreed to contribute \$5,000 towards the study and the remaining funds would be taken from the Park Acquisition and Development fund.

Dian Piekarski, 7609 Babcock Trail, clarified the consultant recommended had more experience with similar projects.

Loren Scherff, 1320 105th Street East, questioned the selection process and asked how many people reviewed the proposals and conducted interviews prior to the selection of the recommended architect.

Mr. Carlson explained multiple people were involved in the review process including: himself, Joe Lynch, Tracy Petersen, Mark Borgwardt, and Steve Sullivan from Dakota County. He stated three firms were then interviewed by himself and Mark Borgwardt. He noted Dakota County has done work with Partners and Sirny and they were very happy with the work that was done.

Motion by Grannis, second by Madden, to approve hiring Partners & Sirny Architects in an amount not to exceed \$18,530 plus expenses to perform an architectural feasibility study for Heritage Village Park and the Mississippi River Regional Trail buildings and structures

Ayes: 4

Nays: 1 (Klein) Motion carried.

ADMINISTRATION:

F. CITY OF INVER GROVE HEIGHTS; Consider Change Order No. 23 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation Project

Ms. Teppen stated the change order is comprised of eight items, two of which were credits. She explained with the credits, the contract amount decreased by \$7,078.00 for a revised contract total of \$12,012,341.10. She stated the project contingency increased to a balance of \$76,449.90.

Mayor Tourville questioned what a “commissioning agent” does.

Ms. Teppen stated a commissioning agent is a specialist, independent of the sub-contractor, hired by BKV to test the heating, air conditioning, and ventilation units.

Allan Cederberg, 1162 E. 82nd St., stated he does not understand why some of the items in the change order were not included in the original contract. He also questioned what was being done about the cracks in the floor of the public safety addition.

Mr. Lynch indicated that the City is aware of the defects in the polished concrete floor of the public safety addition. He explained the City has not accepted the work and is working with the contractor to find an acceptable resolution to the problem.

Councilmember Klein reiterated that the problem has been discussed extensively.

Motion by Klein, second by Grannis, to approve Change Order No. 23 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation Project

Ayes: 4

Nays: 1 (Piekarski Krech) Motion carried.

The City Council took a five minute break.

G. CITY OF INVER GROVE HEIGHTS; Consider Resolution Calling for a Public Hearing on the Proposed Adoption of a Spending Plan for Tax Increment Financing District No. 4-1, and related Business Subsidy Agreement

Mr. Lynch stated this item was also discussed at the work session. He explained the Council is being asked to schedule a public hearing to consider the proposed adoption of a spending plan for Tax Increment Financing District No. 4-1 and a related business subsidy agreement. He stated in 2010 the

legislature adopted a jobs bill that authorizes the City to use existing tax increment financing balances to provide economic incentives to promote private development. He noted this would provide the City with an opportunity that would not otherwise be available to use funds from one TIF district to spur development in another by modification of the spending plan. He explained this is not general fund taxes, it is value that is created by the improvements that were made in TIF District 4-1. He stated there is a balance of approximately 3 million dollars in the fund for that TIF district that can be utilized to spur development in the Argenta Hills development that may not otherwise happen in a timeframe that is acceptable to the City.

Councilmember Grannis questioned the last sentence in the second paragraph under background where it states that the use of funds for the Argenta Hills development would not take away any opportunities for another developer in the southeast quadrant. He stated if the money is spent on Argenta Hills that would mean there would be less money available for a developer to utilize in the southeast quadrant.

Mr. Lynch stated there is a limited duration of nine years on that TIF district and there is no formal plan in front of the City, nor has there been for quite some time, for that area so they are running short on time. He explained it should not take away any opportunities for assistance in that area, should it be requested.

Steve Apfelbacher, Ehlers and Associates, stated they have updated the projections for that TIF district. He explained there are no development plans for that district at this point. He stated utilizing some of that cash balance would bring reduce the funds for that district. He noted that when looking at the existing debt and assuming the taxes continue to be paid at the same level there would still be additional dollars to meet any demand that a developer has. He stated considering the existing cash flow they are comfortable with the existing cash balance.

Dian Piekarski, 7609 Babcock Trail, opined that at the public hearing the citizens should hear why the City is in this position. She asked that the City answer the question of what happened to the parcel and why the developer needs more money.

Motion by Klein, second by Grannis, to adopt Resolution No. 11-88 Calling for a Public Hearing on the Proposed Adoption of a Spending Plan for Tax Increment Financing District No. 4-1 and related Business Subsidy Agreement

Ayes: 5

Nays: 0 Motion carried.

H. CITY OF INVER GROVE HEIGHTS; Citizen Advisory Commission Appointments

Mayor Tourville invited applicants in attendance to introduce themselves.

Desta Meyer, 8432 Copperfield Way, stated she would like to be involved with the Parks and Recreation Commission to provide input and a fresh perspective on the issues in the City.

Jim Huffman, 4237 Denton Way, identified himself as a Parks and Recreation Commissioner and encouraged the Council to appoint Desta Meyer to the Parks and Recreation Advisory Commission.

Todd Kruse, 8717 Crimson Way, explained he applied and was appointed to serve on a commission last year and was unable to serve because he had not officially moved into the City at the time of his appointment. He stated he was now an official resident of the City and was interested in serving on the Parks and Recreation Advisory Commission. He noted he was not able to attend the interview with the Council last week because he was hosting an event.

Mr. Kuntz reviewed the appointment process and indicated that the ballots were public information and could be examined at any point during or after the meeting. He noted the ballots would be kept on file in the clerk's office and would be made available for review upon request.

Mayor Tourville suggested that they start with appointments to the Planning Commission.

Mr. Kuntz explained there were three (3) positions to be filled, with two (2) incumbents seeking reappointment and ten (10) additional applicants.

Following the first round of voting, Mr. Kuntz announced that out of the 12 candidates, seven (7) received at least one (1) vote and one (1) person received five (5) votes.

The City Council agreed to appoint the person receiving five (5) votes on the first ballot.

Mr. Kuntz announced that Armando Lissarrague received five (5) votes on the first ballot.

The Council proceeded with the balloting process to fill the remaining two positions.

Mr. Kuntz announced that Victoria Elsmore and incumbent Anthony Scales received the highest number of votes.

Motion by Piekarski Krech, second by Madden, to appoint Armando Lissarrague, Victoria Elsmore, and Anthony Scales to the Planning Commission

Ayes: 5

Nays: 0 Motion carried.

Mayor Tourville suggested considering appointments to the Parks and Recreation Advisory Commission.

Mr. Kuntz stated there were three (3) positions to be filled, with three (3) incumbents seeking reappointment and eight (8) additional applicants.

Following the first round of voting, Mr. Kuntz announced that out of the 11 candidates, seven (7) received at least one (1) vote.

Following the third round of voting, Mr. Kuntz announced that one candidate received five votes.

The City Council agreed to appoint the person receiving five (5) votes on the first ballot.

Mr. Kuntz identified the person receiving five (5) votes as Desta Meyer.

Following the fourth round of voting, Mr. Kuntz announced that one candidate received five votes.

The City Council agreed to appoint the person receiving five (5) votes on the first ballot.

Mr. Kuntz identified the person receiving five (5) votes as Stanley Johnson.

The Council proceeded with the balloting process to fill the remaining open position.

Mr. Kuntz announced that Al Eiden received the highest number of votes on the final ballot.

Motion by Piekarski Krech, second by Madden, to appoint Desta Meyer, Stanley Johnson, and Al Eiden to the Parks and Recreation Advisory Commission

Ayes: 5

Nays: 0 Motion carried.

Mr. Kuntz explained there were seven (7) positions open on the Environmental Commission with four (4) incumbents seeking reappointment and seven (7) additional applicants.

Following the first round of voting, Mr. Kuntz announced that four (4) individuals received five (5) votes.

The City Council agreed to appoint the people receiving five (5) votes on the first ballot.

Mr. Kuntz identified those receiving five (5) votes as Robert Pohlman, Greg Groenjes, Mike Flaherty and Sarah Brass.

Following the third round of balloting, Mr. Kuntz announced that Dustin Bower, Robert Heidenreich, and Stephanie Schmid received the highest number of votes.

Motion by Klein, second by Madden, appoint Robert Pohlman, Greg Groenjes, Mike Flaherty, Sarah Brass, Dustin Bower, Robert Heidenreich, and Stephanie Schmid to the Environmental Commission

Ayes: 5

Nays: 0 Motion carried.

Motion by Klein, second by Grannis, to appoint Jeff Andrews and Joe Harms to the Convention and Visitors Bureau

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech, second by Madden, to appoint Will Eginton and Warren Robinson to the Aircraft Noise Abatement Commission

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS:

Councilmember Madden stated he has received numerous complaints from residents regarding signs that were installed for bus stops in the City. He clarified that the Metropolitan Council is responsible for the installation and placement of the signs.

Mr. Lynch confirmed that the City has limited authority with respect to transit signage.

Mayor Tourville updated the Council on the Dakota County fiber initiatives, the Dakota County Communications group, and the League of Minnesota Cities Conference.

Mayor Tourville explained the Council would reconvene in executive session to discuss collective bargaining and the only business that would be conducted upon Council's return would be to adjourn.

9. EXECUTIVE SESSION:

A. Discuss Collective Bargaining

10. ADJOURN: Motion by Madden, second by Grannis, to adjourn. The meeting was adjourned by a unanimous vote at 11:15 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: June 13, 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 May 19, 2011 to June 8, 2011.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending June 8, 2011. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$251,325.75
Debt Service & Capital Projects	333,047.57
Enterprise & Internal Service	376,683.68
Escrows	873.73
	<hr/>
Grand Total for All Funds	<u><u>\$961,930.73</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 May 19, 2011 to June 8, 2011 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING JUNE 8, 2011**

WHEREAS, a list of disbursements for the period ending June 8, 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 Revenue	\$251,325.75
Debt Service & Capital Projects	333,047.57
Enterprise & Internal Service	376,683.68
Escrows	873.73
Grand Total for All Funds	<u><u>\$961,930.73</u></u>

Adopted by the City Council of Inver Grove Heights this 13th day of June, 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
05/25/2011	106525	ACE PAINT & HARDWARE	CUST#501126	101-6000-451.40-40		5/2011	13.87
			CUST#501126	101-6000-451.60-40		5/2011	17.61
			CUST#501126	101-6000-451.40-40		5/2011	53.39
			CUST#501126	101-4200-423.60-40		5/2011	19.99
			CUST#501126	101-4200-423.60-65		5/2011	21.67
			CUST#501126	101-4200-423.60-40		5/2011	10.68
						* Total	137.21
05/25/2011	106527	AGASSIZ SEED & SUPPLY	CUST#CITYO55077	101-6000-451.60-16		5/2011	5,820.00
						* Total	5,820.00
05/25/2011	106528	ANCOM TECHNICAL CENTER	PO NO. 0380	101-4200-423.40-42		5/2011	161.03
						* Total	161.03
05/25/2011	106529	ARAMARK UNIFORM SERVICE	CUST#15353001	101-5200-443.60-45		5/2011	18.04
			CUST#15353001	101-6000-451.60-45		5/2011	23.32
						* Total	41.36
05/25/2011	106530	ARAMARK UNIFORM SERVICE	CUST#15353001	101-5200-443.60-45		5/2011	12.86
			CUST#15353001	101-6000-451.60-45		5/2011	23.32
						* Total	36.18
05/25/2011	106534	BENNING, JEFF	5/18/11 EXPENSES	101-4000-421.50-75		5/2011	7.91
						* Total	7.91
05/25/2011	106536	BLOOMINGTON SECURITY SO	OAKWOOD PARK	101-6000-451.40-40		5/2011	624.85
						* Total	624.85
05/25/2011	106537	BOCHE, JOSEPH	EXPENSES	101-4000-421.50-75		5/2011	84.23
						* Total	84.23
05/25/2011	106538	BOHRER, ERIC	5/2-12/2011 EXPENSES	101-4000-421.50-75		5/2011	64.03
						* Total	64.03
05/25/2011	106540	BUCKLEY, BRANDON	EXPENSES	101-4200-423.50-75		5/2011	9.60
						* Total	9.60
05/25/2011	106542	CARDIAC SCIENCE, INC.	IGH POLICE DEPT	101-4000-421.60-65		5/2011	262.46
						* Total	262.46
05/25/2011	106549	CRAWFORD DOOR SALES COM	CUST#4373	101-4200-423.40-40		5/2011	346.00
						* Total	346.00
05/25/2011	106553	EARL F ANDERSEN INC	CUST#4094	101-5200-443.60-16		5/2011	2,562.33
						* Total	2,562.33
05/25/2011	106557	FEDEX KINKO'S	REF CAFR	101-2000-415.50-30		5/2011	446.27
						* Total	446.27
05/25/2011	106564	GERTENS	CUST#103566	101-6000-451.60-30		5/2011	21.90
			CUST#103566	101-6000-451.40-40		5/2011	223.53
			CUST#103566	101-6000-451.60-16		5/2011	7.47
			CUST#103566	101-5200-443.60-16		5/2011	42.64

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/25/2011	106564	GERTENS	CUST#103566	101-5200-443.60-16		5/2011	52.35
			CUST#103566	101-5200-443.60-16		5/2011	21.32
			CUST#103566	101-5200-443.60-16		5/2011	98.30
			CUST#103566	101-6000-451.60-16		5/2011	169.02
			CUST#103566	101-6000-451.60-16		5/2011	39.69
						* Total	676.22
05/25/2011	106567	GOPHER SIGN	CUST#38750	101-5200-443.60-16		5/2011	139.80
						* Total	139.80
05/25/2011	106574	HAUGLAND, DENNIS	5/2-12/2011 EXPENSES	101-4000-421.50-75		5/2011	43.97
						* Total	43.97
05/25/2011	106576	HITESMAN AND ASSOCIATES	VEBA	101-1100-413.30-50		5/2011	150.00
						* Total	150.00
05/25/2011	106586	JRK SEED & TURF SUPPLY	STREETS	101-6000-451.60-35		5/2011	708.26
			STREETS	101-6000-451.60-35		5/2011	676.20
						* Total	32.06
05/25/2011	106587	KDV (KERN, DEWENTER, VI	CLIENT#4032	101-2000-415.30-10		5/2011	13,620.00
			CIEN#4683	101-2000-415.30-10		5/2011	3,750.00
						* Total	17,370.00
05/25/2011	106592	KUENZI, KATIE	5/18/11 EXPENSES	101-4200-423.60-18		5/2011	130.24
						* Total	130.24
05/25/2011	106594	LANOUE, ANN	5/18/11 EXPENSES	101-2000-415.50-65		5/2011	19.89
			5/18/11 EXPENSES	101-2000-415.50-75		5/2011	15.00
						* Total	34.89
05/25/2011	106597	MAX STEININGER, INC.	MISCELLA	101-5200-443.60-16		5/2011	1,437.91
			PROJ#999	101-5200-443.40-46		5/2011	4,000.00
						* Total	5,437.91
05/25/2011	106600	MENARDS - WEST ST. PAUL	ACCT#30170270	101-6000-451.60-16		5/2011	53.83
			ACCT#30170270	101-5200-443.60-16		5/2011	116.39
						* Total	170.22
05/25/2011	106602	MN DEPT OF TRANSPORTATI	CUST#1298	101-5200-443.40-46		5/2011	358.53
						* Total	358.53
05/25/2011	106603	MN GLOVE & SAFETY, INC.	REF#MIKE	101-6000-451.60-45		5/2011	72.68
						* Total	72.68
05/25/2011	106605	NAPA OF INVER GROVE HEI	PO#JOHN	101-4200-423.40-42		5/2011	26.43
						* Total	26.43
05/25/2011	106606	NATURE CALLS, INC.	CITY OF IGH	101-6000-451.40-65		5/2011	485.63
						* Total	485.63
05/25/2011	106607	NEXTEL COMMUNICATIONS	ACCT#249383315	101-5200-443.50-20		5/2011	245.98
						* Total	245.98

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/25/2011	106608	NORTHEAST WISCONSIN TEC	INVER GROVE HEIGHTS PD	101-4000-421.50-80		5/2011	175.00
						* Total	175.00
05/25/2011	106610	OSWALD, SCOTT	EXPENSES	101-4200-423.50-75		5/2011	9.60
						* Total	9.60
05/25/2011	106611	PETTY CASH	GAS/CITY VEHICLE	101-3300-419.40-41		5/2011	10.00
			MAPMO MEETING	101-3300-419.50-80		5/2011	20.00
			HEFTY BAGS	101-3300-419.60-40		5/2011	3.19
			NDCBO MEETING	101-3300-419.50-80		5/2011	24.00
			PARKING	101-1100-413.50-65		5/2011	28.00
						* Total	85.19
05/25/2011	106614	PINE BEND PAVING, INC.	40311	101-5200-443.60-16		5/2011	54.46
			4940-1	101-5200-443.40-46		5/2011	15,278.75
			4940-2	101-5200-443.60-16		5/2011	4,564.99
						* Total	19,898.20
05/25/2011	106619	REINDERS, INC.	CUST#336292	101-6000-451.60-30		5/2011	494.83
						* Total	494.83
05/25/2011	106620	RHINO INDUSTRIES, INC.	CUST#INV002	101-6000-451.60-65		5/2011	3,560.73
						* Total	3,560.73
05/25/2011	106622	RIVER HEIGHTS CHAMBER O	MEMBERSHIP DUES	101-1100-413.50-70		5/2011	160.68
						* Total	160.68
05/25/2011	106624	RY-MAK PLUMBING & HEATI	RICH VALLEY	101-6000-451.40-40		5/2011	4,647.30
						* Total	4,647.30
05/25/2011	106627	SEXTON COMPANY, THE	PARKS DEPT	101-6000-451.60-45		5/2011	90.00
						* Total	90.00
05/25/2011	106628	SHEA, CATHY	5/18/11 EXPENSES	101-2000-415.50-75		5/2011	15.00
						* Total	15.00
05/25/2011	106630	SOLBERG AGGREGATE CO	STREET MAINTENANCE	101-5200-443.60-16		5/2011	82.14
			STREET MAINTENANCE	101-5200-443.60-16		5/2011	213.44
						* Total	295.58
05/25/2011	106632	SPRINT	487383319	101-6000-451.50-20		5/2011	461.30
						* Total	461.30
05/25/2011	106633	SPRINT	573073317	101-1100-413.50-20		5/2011	38.13
						* Total	38.13
05/25/2011	106635	SPRINT	ACCT#266948529	101-4000-421.50-20		5/2011	766.43
						* Total	766.43
05/25/2011	106636	SPRINT	ACCT#641378810	101-4200-423.50-20		5/2011	39.99
						* Total	39.99
05/25/2011	106639	STEENBERG, LUKE	EXPENSES	101-4200-423.60-65		5/2011	20.25

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/25/2011	106639	STEENBERG, LUKE	5/20-21/2011	101-4200-423.40-42		5/2011	10.69
			5/20-21/2011	101-4200-423.50-65		5/2011	20.40
			5/20-21/2011	101-4200-423.50-75		5/2011	9.60
						* Total	60.94
05/25/2011	106644	TEPPEN, JENELE	EXPENSES	101-1000-413.50-75		5/2011	107.57
						* Total	107.57
05/25/2011	106645	TIMESAVER OFF SITE SECR	5/9/11	101-1100-413.30-70		5/2011	200.50
						* Total	200.50
05/25/2011	106648	UNIFORMS UNLIMITED	ACCT#I14866	101-4000-421.60-45		5/2011	110.02
						* Total	110.02
05/25/2011	106651	USA MOBILITY WIRELESS I	ACCT#6119266-2	101-4000-421.50-20		5/2011	15.69
						* Total	15.69
05/25/2011	106653	XCEL ENERGY	ACCT#51-4779167-3	101-6000-451.40-10		5/2011	312.47
			ACCT#51-4779167-3	101-6000-451.40-20		5/2011	652.88
						* Total	965.35
05/25/2011	106654	XCEL ENERGY	ACCT#51-5279113-0	101-5200-443.40-20		5/2011	1,062.69
			ACCT#51-5279113-0	101-5400-445.40-20		5/2011	10,041.95
						* Total	11,104.64
06/01/2011	106662	ABC RENTALS INC	CUST#225	101-6000-451.40-47		6/2011	171.00
						* Total	171.00
06/01/2011	106663	ACE PAINT & HARDWARE	CUST#501126	101-6000-451.60-16		6/2011	17.03
			CUST#501126	101-6000-451.60-40		6/2011	9.17
						* Total	26.20
06/01/2011	106664	AGASSIZ SEED & SUPPLY	CITYO55077	101-6000-451.60-16		6/2011	70.00
						* Total	70.00
06/01/2011	106668	BEACON ATHLETICS	PARKS & REC	101-6000-451.60-65		6/2011	229.00
						* Total	229.00
06/01/2011	106672	CITY OF SAINT PAUL	APRIL 2011	101-5200-443.60-16		6/2011	2,822.72
						* Total	2,822.72
06/01/2011	106676	CORPORATE MARK, INC.	IGH FIRE DEPT	101-4200-423.60-45		6/2011	261.00
						* Total	261.00
06/01/2011	106680	FIRE INSTRUCTION & RESC	IGH FIRE DEPT	101-4200-423.30-70		6/2011	700.00
						* Total	700.00
06/01/2011	106686	GEXPRO	IGH FIRE DEPT	101-4200-423.40-40		6/2011	51.63
						* Total	51.63
06/01/2011	106694	HILLYARD INC	CUST#274086	101-4200-423.60-11		6/2011	519.43
						* Total	519.43

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/01/2011	106696	HOME DEPOT CREDIT SERVI	ACCT#6035322502554813 ACCT#6035322502554813	101-4200-423.60-40 101-4200-423.60-65		6/2011 6/2011 * Total	449.00 92.68 541.68
06/01/2011	106700	IAAI	MEMBER ID 12235	101-4200-423.50-70		6/2011 * Total	75.00 75.00
06/01/2011	106702	IKON OFFICE SOLUTIONS	ACCT#145253-1017392ML	101-6000-451.40-65		6/2011 * Total	29.28 29.28
06/01/2011	106706	JRK SEED & TURF SUPPLY	CUST#1382	101-6000-451.60-16		6/2011 * Total	229.67 229.67
06/01/2011	106708	JULEE QUARVE-PETERSON,	11-045	101-6000-451.30-70		6/2011 * Total	4,771.80 4,771.80
06/01/2011	106709	LAKEVILLE TROPHY CO	IGH POLICE	101-4000-421.60-65		6/2011 * Total	69.58 69.58
06/01/2011	106711	LOCAL GOVERNMENT INFORM	IGH POLICE DEPT	101-4000-421.70-30		6/2011 * Total	1,431.00 1,431.00
06/01/2011	106716	METRO FIRE	IGH FIRE DEPT	101-4200-423.40-42		6/2011 * Total	41.27 41.27
06/01/2011	106717	MIRACLE RECREATION EQUI	CUST#5507A05	101-6000-451.60-65		6/2011 * Total	206.69 206.69
06/01/2011	106721	MN LIFE INSURANCE CO	POLICY #0027324 POLICY#0027324 POLICY#0027324 POLICY #0027324 POLICY #0027324 POLICY #0027324 POLICY #0027324 POLICY #0027324 POLICY #0027324 POLICY #0027324 POLICY #0027324 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		6/2011 6/2011 6/2011 6/2011 6/2011 6/2011 6/2011 6/2011 6/2011 6/2011 6/2011 6/2011 6/2011 * Total	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 2,974.99
06/01/2011	106722	MN NCPERS LIFE INSURANC	5420611	101-0000-203.16-00		6/2011 * Total	384.00 384.00
06/01/2011	106725	NORTHERN STAR COUNCIL	N. ENGSTROM, C. WEGNER	101-4000-421.50-70		6/2011 * Total	13.60 13.60
06/01/2011	106728	QWEST	ACCT #651 552-0672 975	101-6000-451.50-20		6/2011 * Total	41.59 41.59
06/01/2011	106729	QWEST	ACCT #651 453-0219 660	101-6000-451.50-20		6/2011 * Total	41.59 41.59

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/01/2011	106730	QWEST	ACCT #651 455-9072 782	101-4200-423.50-20		6/2011	40.11
						* Total	40.11
06/01/2011	106733	RHEAUME, MELISSA	OFFICE MAX & WALMART/TOWN	101-1100-413.60-65		6/2011	30.45
						* Total	30.45
06/01/2011	106735	RY-MAK PLUMBING & HEATI	NORTH VALLEY PARK TENNIS	101-6000-451.40-47		6/2011	147.20
			RICH VALLEY MAINTENANCE	101-6000-451.40-40		6/2011	532.37
			RICH VALLEY CONCESSION	101-6000-451.40-40		6/2011	367.55
			RPZ TEST SKATE PARK	101-6000-451.40-47		6/2011	376.73
			RICH VALLEY CONCESSION	101-6000-451.40-40		6/2011	377.80
						* Total	1,801.65
06/01/2011	106736	S & T OFFICE PRODUCTS	CUST#S28777	101-3200-419.60-10		6/2011	28.44
						* Total	28.44
06/01/2011	106737	SAM'S CLUB	7715090401334891	101-4200-423.60-11		6/2011	45.07
			7715090401334891	101-4200-423.60-65		6/2011	44.42
						* Total	89.49
06/01/2011	106740	SPRINT	ACCT #266183728	101-4200-423.50-20		6/2011	525.35
						* Total	525.35
06/01/2011	106741	SPRINT	ACCT #166309819	101-4000-421.50-20		6/2011	260.00
						* Total	260.00
06/01/2011	106747	THUREEN, SCOTT D	PIIONEER PRESS PUBLIC	101-5100-442.50-25		6/2011	169.72
						* Total	169.72
06/01/2011	106750	TURITTO'S PIZZA	pizza for class - mark b	101-6000-451.50-75		6/2011	134.84
						* Total	134.84
06/01/2011	106754	VICTORY CORPS	CUST #IFD5507	101-4200-423.60-65		6/2011	116.14
						* Total	116.14
06/01/2011	106755	VIKING PAINTS, INC.	CUST #CIG50	101-6000-451.60-16		6/2011	603.25
						* Total	603.25
06/01/2011	106756	WAL-MART BUSINESS	ACCT #6032202530257113	101-4000-421.60-65		6/2011	201.90
						* Total	201.90
06/08/2011	106761	ACE BLACKTOP, INC.	STREETS	101-5200-443.40-46		6/2011	44,997.50
						* Total	44,997.50
06/08/2011	106762	ACE BLACKTOP, INC.	STREETS	101-5200-443.60-16		6/2011	9,608.07
						* Total	9,608.07
06/08/2011	106763	ACE PAINT & HARDWARE	CUST#501126	101-5200-443.60-16		6/2011	59.81
			CUST#501126	101-5200-443.40-66		6/2011	36.32
			CUST#501126	101-5200-443.60-16		6/2011	32.00
						* Total	128.13
06/08/2011	106766	AFSCME COUNCIL 5	UNION DUES	101-0000-203.10-00		6/2011	880.57

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	880.57
06/08/2011	106768	AMBROSE, AL	REPAIR/REPLACE SPRINKLER	101-5200-443.40-46		6/2011	36.45
						* Total	36.45
06/08/2011	106770	ARAMARK UNIFORM SERVICE	15353001	101-5200-443.60-45		6/2011	12.86
			15353001	101-6000-451.60-45		6/2011	28.50
			ACCT#15353001	101-5200-443.60-45		6/2011	12.86
			ACCT#15353001	101-6000-451.60-45		6/2011	23.32
						* Total	77.54
06/08/2011	106788	CULLIGAN	ACCT#157-98459100-6	101-4200-423.60-65		6/2011	40.55
						* Total	40.55
06/08/2011	106789	DAKOTA COUNTY TECHNICAL	J. BENNING/J PARRANTO	101-4000-421.50-80		6/2011	450.00
						* Total	450.00
06/08/2011	106793	DAKOTA ELECTRIC ASSN	ACCT#426713-4	101-5400-445.40-20		6/2011	30.32
						* Total	30.32
06/08/2011	106794	DAKOTA ELECTRIC ASSN	ACCT#461224-4	101-5400-445.40-20		6/2011	59.99
						* Total	59.99
06/08/2011	106795	DANNER LANDSCAPING	UTILITIES	101-5200-443.60-16		6/2011	18.17
						* Total	18.17
06/08/2011	106798	EARL F ANDERSEN INC	CUST#4094	101-5200-443.60-16		6/2011	141.84
						* Total	141.84
06/08/2011	106800	ELDER-JONES BUILDING PE	PRBD2011-456 JOB CXLD	101-0000-322.10-00		6/2011	35.60
						* Total	35.60
06/08/2011	106804	FISTA	PARKS & REC	101-5200-443.50-80		6/2011	356.24
			PARKS & REC	101-6000-451.50-80		6/2011	534.37
						* Total	890.61
06/08/2011	106805	FOX, KIM	MILEAGE 6/3/11	101-3000-419.50-65		6/2011	13.26
						* Total	13.26
06/08/2011	106810	GLASSING FLORIST	V GRAY	101-1100-413.60-18		6/2011	293.64
						* Total	293.64
06/08/2011	106813	GLOBAL SPECIALTY CONTRA	65TH & DELANY	101-5200-443.40-46		6/2011	500.00
						* Total	500.00
06/08/2011	106819	HILLEGAS, CRAIG	MAIL BOX REIMBURSEMENT	101-5200-443.60-16		6/2011	67.92
						* Total	67.92
06/08/2011	106821	HOME DEPOT CREDIT SERVI	6035322502061959	101-5200-443.60-16		6/2011	891.50
						* Total	891.50
06/08/2011	106827	IUOE	UNION DUES	101-0000-203.10-00		6/2011	1,485.86
						* Total	1,485.86

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/08/2011	106829	KENISON, TERRI	CLEANING	101-4200-423.30-70		6/2011	908.44
						* Total	908.44
06/08/2011	106832	LELS	UNION DUES	101-0000-203.10-00		6/2011	1,170.00
						* Total	1,170.00
06/08/2011	106833	LELS SERGEANTS	UNION DUES	101-0000-203.10-00		6/2011	210.00
						* Total	210.00
06/08/2011	106834	LILLIE SUBURBAN NEWSPAP	LAGER LIQUOR LICENSE	101-1100-413.50-25		6/2011	77.63
			CASE NO 11-09C	101-3200-419.50-25		6/2011	63.26
			SWPPP HEARING 5/25	101-5100-442.50-25		6/2011	25.88
						* Total	166.77
06/08/2011	106835	LINK, THOMAS	5/11-6/1/2011 EXPENSES	101-3000-419.50-65		6/2011	34.17
						* Total	34.17
06/08/2011	106836	LOCATORS & SUPPLIES, IN	CUST#23-55D552	101-5200-443.60-16		6/2011	107.09
						* Total	107.09
06/08/2011	106839	LYNN & ASSOCIATES	COACHING SERVICES	101-1100-413.30-43		6/2011	250.00
						* Total	250.00
06/08/2011	106841	MARTIN-MCALLISTER	CUST#INV001	101-1100-413.30-50		6/2011	750.00
						* Total	750.00
06/08/2011	106842	MENARDS - WEST ST. PAUL	ACCT#30170270	101-5200-443.60-16		6/2011	164.37
			ACCT#30170270	101-5200-443.60-40		6/2011	314.64
			ACCT#30170270	101-5200-443.60-16		6/2011	49.02
			ACCT#30170270	101-5200-443.60-40		6/2011	48.11
						* Total	576.14
06/08/2011	106844	MN CITY/COUNTY MANAGEME	ANNUAL DUES	101-1100-413.50-70		6/2011	137.88
						* Total	137.88
06/08/2011	106846	MN GLOVE & SAFETY, INC.	STREETS	101-5200-443.60-45		6/2011	182.03
						* Total	182.03
06/08/2011	106847	MN PIPE & EQUIPMENT	CUST#2195	101-5200-443.40-66		6/2011	1,159.32
						* Total	1,159.32
06/08/2011	106850	NEENAH FOUNDRY COMPANY	CUST#I83000	101-5200-443.60-16		6/2011	2,532.94
						* Total	2,532.94
06/08/2011	106854	PINE BEND PAVING, INC.	5/17/2011	101-5200-443.60-16		6/2011	488.79
			MISC STREET PATCHING	101-5200-443.40-46		6/2011	30,123.75
			MISC STREET PATCHING	101-5200-443.60-16		6/2011	7,856.18
						* Total	38,468.72
06/08/2011	106855	PINE BEND PAVING, INC.	MISC STREET PATCHING	101-5200-443.40-46		6/2011	7,133.75
			MISC STREET PATCHING	101-5200-443.60-16		6/2011	989.50
						* Total	8,123.25

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/08/2011	106858	PRESTIGE ELECTRIC, INC.	INVERGRO3	101-4200-423.40-40		6/2011	717.00
						* Total	717.00
06/08/2011	106866	SOUTH ST PAUL STEEL SUP	SHOP/TOM	101-6000-451.40-47		6/2011	171.86
						* Total	171.86
06/08/2011	106867	ST CROIX TREE SERVICE	GROUND STUMPS	101-5200-443.40-46		6/2011	555.75
						* Total	555.75
06/08/2011	106869	STERLING CODIFIERS	IN0921	101-1100-413.30-70		6/2011	2,770.00
						* Total	2,770.00
06/08/2011	106873	TIMESAVER OFF SITE SECR	5/23 CITY COUNCIL MTG	101-1100-413.30-70		6/2011	358.50
						* Total	358.50
06/08/2011	106874	TRACTOR SUPPLY CREDIT P	ACCT#1844	101-5200-443.60-16		6/2011	5.35
						* Total	5.35
06/08/2011	106877	TWIN CITIES OCCUPATIONA	N26-1251001589	101-1100-413.30-50		6/2011	50.00
						* Total	50.00
06/08/2011	106878	UNITED PARCEL SERVICE	#V4650V	101-5200-443.50-35		6/2011	21.34
						* Total	21.34
06/08/2011	106879	UNITED WAY	JUNE 1 PAYROLL	101-0000-203.13-00		6/2011	230.00
						* Total	230.00
06/08/2011	106888	XCEL ENERGY	51-6025596-7	101-5400-445.40-20		6/2011	34.05
						* Total	34.05
06/08/2011	106889	XCEL ENERGY	51-8394358-2	101-5400-445.40-20		6/2011	33.51
						* Total	33.51
06/08/2011	106890	XCEL ENERGY	51-9359857-3	101-5400-445.40-20		6/2011	299.28
						* Total	299.28
06/08/2011	106891	XCEL ENERGY	51-7094669-1	101-5400-445.40-20		6/2011	35.16
						* Total	35.16
				134 Checks	** Fund Total		219,690.82
05/25/2011	106596	LONE OAK COMPANIES	GUIDES	201-1600-465.50-35		5/2011	624.90
						* Total	624.90
06/08/2011	106774	BENGTSON, NICOLE	EXPENSES	201-1600-465.50-65		6/2011	81.81
			5/2-5/26/2011	201-1600-465.50-75		6/2011	47.33
						* Total	129.14
06/08/2011	106801	ENSEMBLE CREATIVE & MAR	CONV & VISITORS BUREAU	201-1600-465.50-25		6/2011	2,551.00
						* Total	2,551.00
06/08/2011	106861	RIVER HEIGHTS CHAMBER O	MAY 2011	201-1600-465.30-70		6/2011	1,592.50
			MAY 2011	201-1600-465.40-65		6/2011	200.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT	
						* Total	1,792.50	
				4 Checks	** Fund Total		5,097.54	
06/08/2011	106885	WELLS FARGO BANK	INVE609AGOCI	353-9000-570.90-30		6/2011	400.00	
						* Total	400.00	
				1 Checks	** Fund Total		400.00	
05/25/2011	106593	LANOUE, ANN	EXPENSES	405-9000-570.50-65		5/2011	7.00	
						* Total	7.00	
				1 Checks	** Fund Total		7.00	
05/25/2011	106590	KRECH, O'BRIEN, MUELLER	17039	428-5918-728.30-70	0818	5/2011	19,389.50	
						* Total	19,389.50	
06/08/2011	106772	B & B SHEETMETAL AND RO	CITY PROJECT 2008-18	428-5918-728.80-20	0818	6/2011	2,722.96	
						* Total	2,722.96	
06/08/2011	106773	B & B SHEETMETAL AND RO	CITY PROJECT 2008-18	428-5918-728.80-20	0818	6/2011	48,016.09	
						* Total	48,016.09	
06/08/2011	106896	SHAW-LUNDQUIST ASSOCIAT	PUBLIC SAFE/CTY HALL ADDT	428-5918-728.80-20	0818	6/2011	230,005.78	
						* Total	230,005.78	
				4 Checks	** Fund Total		300,134.33	
05/25/2011	106553	EARL F ANDERSEN INC	CUST#4094	429-5924-729.70-60	0924	5/2011	316.73	
						* Total	316.73	
05/25/2011	106629	SHORT ELLIOTT HENDRICKS	PROJECT#112151	429-5924-729.30-70	0924	5/2011	3,573.65	
						* Total	3,573.65	
05/25/2011	106652	WINKEL ENTERPRISES	SWINGBRIDGE RESTORATION	429-5924-729.70-60	0924	5/2011	250.00	
						* Total	250.00	
06/01/2011	106681	FIRST IMPRESSION GROUP,	VMCC	429-5924-729.50-30	0924	6/2011	440.00	
						* Total	440.00	
06/01/2011	106682	FRAMING PLACE & GALLERY	IGH PARKS & REC	429-5924-729.70-60	0924	6/2011	93.24	
						* Total	93.24	
06/01/2011	106684	GERTENS	CUST#103566	429-5924-729.80-30	0924	6/2011	29.39	
				CUST#103566	429-5924-729.80-30	0924	6/2011	450.02
				CUST#103566	429-5924-729.80-30	0924	6/2011	225.79
				CUST#103566	429-5924-729.80-30	0924	6/2011	96.08
						* Total	801.28	
				6 Checks	** Fund Total		5,474.90	
05/25/2011	106577	HOISINGTON KOEGLER GROU	PROJECT 010-050	430-5923-730.30-60	1023	5/2011	4,237.75	
						* Total	4,237.75	

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
				1 Checks	** Fund Total		4,237.75
06/01/2011	106695	HOFFMAN & MCNAMARA CO	PARKS	431-5913-731.70-60	1113	6/2011	20,690.00
						* Total	20,690.00
				1 Checks	** Fund Total		20,690.00
06/08/2011	106834	LILLIE SUBURBAN NEWSPAP	NOTICE-PROJ#2010-09I	440-5900-740.50-25	1009I	6/2011	281.25
						* Total	281.25
				1 Checks	** Fund Total		281.25
05/25/2011	106533	BAILEY NURSERIES, INC.	PARKS & REC	443-5900-743.60-16		5/2011	1,541.14
						* Total	1,541.14
05/25/2011	106638	ST CROIX TREE SERVICE	PARKS	443-5900-743.40-47		5/2011	267.19
						* Total	267.19
				2 Checks	** Fund Total		1,808.33
05/25/2011	106593	LANOUE, ANN	EXPENSES	452-9000-570.50-65		5/2011	7.00
						* Total	7.00
				1 Checks	** Fund Total		7.00
05/25/2011	106593	LANOUE, ANN	110519	453-9000-570.50-65		5/2011	7.01
						* Total	7.01
				1 Checks	** Fund Total		7.01
05/25/2011	106525	ACE PAINT & HARDWARE	CUST#501126	501-7100-512.60-16		5/2011	8.00
			CUST#501126	501-7100-512.60-16		5/2011	15.18
			CUST#501126	501-7100-512.60-16		5/2011	17.61
						* Total	40.79
05/25/2011	106551	DANNER LANDSCAPING	UTILITIES DEPT	501-7100-512.60-16		5/2011	364.44
						* Total	364.44
05/25/2011	106578	HOME DEPOT CREDIT SERVI	6035322502691268	501-7100-512.60-16		5/2011	95.31
			6035322502691268	501-7100-512.60-16		5/2011	52.26
			6035322502691268	501-7100-512.60-16		5/2011	20.51
						* Total	168.08
05/25/2011	106634	SPRINT	842483314	501-7100-512.50-20		5/2011	330.97
						* Total	330.97
05/25/2011	106647	TWIN CITY SEED COMPANY	UTILITIES	501-7100-512.60-16		5/2011	144.28
						* Total	144.28
06/01/2011	106663	ACE PAINT & HARDWARE	CUST#501126	501-7100-512.60-16		6/2011	5.34
						* Total	5.34
06/01/2011	106671	CEMSTONE PRODUCTS COMPA	CUST#9021	501-7100-512.60-16		6/2011	297.11

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	297.11
06/01/2011	106679	DANNER LANDSCAPING	UTILITY DEPT	501-7100-512.60-16		6/2011	47.03
			UTILITY DEPT	501-7100-512.60-16		6/2011	23.51
						* Total	70.54
06/01/2011	106691	HACH COMPANY	ACCT#255136	501-7100-512.60-19		6/2011	2,619.22
						* Total	2,619.22
06/01/2011	106692	HARDLINE CONTRETE & MAS	CITY IGH	501-7100-512.40-46		6/2011	800.00
						* Total	800.00
06/01/2011	106721	MN LIFE INSURANCE CO	POLICY #0027324	501-7100-512.20-62		6/2011	55.67
						* Total	55.67
06/01/2011	106751	TWIN CITY SEED COMPANY	MNDOT 350NGR NATIVE GRASS	501-7100-512.60-16		6/2011	162.98
						* Total	162.98
06/08/2011	106763	ACE PAINT & HARDWARE	CUST#501126	501-7100-512.60-16		6/2011	7.46
			CUST#501126	501-7100-512.60-16		6/2011	6.40
						* Total	13.86
06/08/2011	106781	CITY OF BLOOMINGTON	5/1-26/2011	501-7100-512.30-70		6/2011	410.00
						* Total	410.00
06/08/2011	106792	DAKOTA ELECTRIC ASSN	ACCT#214831-0	501-7100-512.40-20		6/2011	11.92
						* Total	11.92
06/08/2011	106814	GOPHER STATE ONE-CALL	MN00435	501-7100-512.30-70		6/2011	707.60
						* Total	707.60
06/08/2011	106817	HD SUPPLY WATERWORKS LT	ACCT#099872	501-7100-512.40-43		6/2011	212.25
						* Total	212.25
06/08/2011	106845	MN DEPT OF HEALTH	1190014 INVER GROVE HTS	501-0000-381.10-00		6/2011	11,664.00
						* Total	11,664.00
06/08/2011	106849	MTI DISTRIBUTING CO	CUST#91180	501-7100-512.60-16		6/2011	356.71
						* Total	356.71
06/08/2011	106853	PINE BEND LANDFILL	ASPHALT PAVING	501-7100-512.40-46		6/2011	5,285.00
						* Total	5,285.00
06/08/2011	106882	VALLEY-RICH CO, INC	IGH	501-7100-512.40-46		6/2011	5,158.30
						* Total	5,158.30
06/08/2011	106884	WATER CONSERVATION SERV	5/18/2011	501-7100-512.30-70		6/2011	220.40
						* Total	220.40
				22 Checks	** Fund Total		29,099.46
06/01/2011	106721	MN LIFE INSURANCE CO	POLICY #0027324	502-7200-514.20-62		6/2011	35.99
						* Total	35.99

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/08/2011	106776	BRAUN, MARY	REQUESTED CREDIT REFUND	502-0000-116.00-00		6/2011	299.24
						* Total	299.24
06/08/2011	106780	CASS, LORNE	REQUESTED CREDIT REFUND	502-0000-116.00-00		6/2011	20.41
						* Total	20.41
06/08/2011	106786	CORNERSTONE TITLE INC	REQUESTED CREDIT REFUND	502-0000-116.00-00		6/2011	46.22
						* Total	46.22
06/08/2011	106799	EDINA REALTY TITLE	REQUESTED CREDIT REFUND	502-0000-116.00-00		6/2011	18.57
						* Total	18.57
06/08/2011	106803	FEDERAL NATIONAL MORTGA	REQUESTED CREDIT REFUND	502-0000-116.00-00		6/2011	30.00
						* Total	30.00
06/08/2011	106812	GLOBAL CLOSING & TITLE	REQUESTED CREDIT REFUND	502-0000-116.00-00		6/2011	28.34
			REQUESTED CREDIT REFUND	502-0000-116.00-00		6/2011	38.68
						* Total	67.02
06/08/2011	106838	LORDUS FINANCIAL GROUP	REQUESTED CREDIT REFUND	502-0000-116.00-00		6/2011	77.12
						* Total	77.12
06/08/2011	106843	METROPOLITAN COUNCIL	CUST#5084	502-7200-514.40-15		6/2011	126,744.67
						* Total	126,744.67
06/08/2011	106875	TRADEMARK TITLE SERVICE	REQUESTED CREDIT REFUND	502-0000-116.00-00		6/2011	65.28
						* Total	65.28
06/08/2011	106876	TRADEMARK TITLE SERVICE	REQUESTED CREDIT REFUND	502-0000-116.00-00		6/2011	112.50
						* Total	112.50
06/08/2011	106886	WELLS FARGO BANK NA	REQUESTED CREDIT REFUND	502-0000-116.00-00		6/2011	46.59
						* Total	46.59
				12 Checks	** Fund Total		127,563.61
05/25/2011	106525	ACE PAINT & HARDWARE	INVERWOOD GOLF COURSE	503-8600-527.40-40		5/2011	32.03
						* Total	32.03
05/25/2011	106531	ARCTIC GLACIER, INC.	ACCT#1726134	503-8300-524.60-65		5/2011	83.80
			ACCT#1726134	503-8300-524.60-65		5/2011	199.72
						* Total	283.52
05/25/2011	106545	COCA COLA BOTTLING COMP	INVER WOOD GOLF COURSE	503-8300-524.76-10		5/2011	155.69
						* Total	155.69
05/25/2011	106546	COLLEGE CITY BEVERAGE	INVER WOOD GOLF COURSE	503-8300-524.76-15		5/2011	540.40
						* Total	540.40
05/25/2011	106550	CUTTER & BUCK	INVERWOOD GOLF COURSE	503-8300-524.60-45		5/2011	75.99
						* Total	75.99
05/25/2011	106561	G & K SERVICES	CUST#01574-01	503-8600-527.60-45		5/2011	102.38

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	102.38
05/25/2011	106562	GARELICK STEEL CO., INC	INVERWOOD GOLF COURSE	503-8600-527.40-42		5/2011	291.74
						* Total	291.74
05/25/2011	106563	GEMPLER'S INC.	INVERWOOD GOLF COURSE	503-8600-527.60-65		5/2011	120.41
						* Total	120.41
05/25/2011	106571	GRANDMA'S BAKERY	INVERWOOD GOLF COURSE	503-8300-524.76-05		5/2011	30.21
			INVERWOOD GOLF COURSE	503-8300-524.76-05		5/2011	18.28
			132217	503-8300-524.76-05		5/2011	32.70
			132442	503-8300-524.76-05		5/2011	24.87
			132696	503-8300-524.76-05		5/2011	24.86
			132983	503-8300-524.76-05		5/2011	35.62
			INVERWOOD GOLF COURSE	503-8300-524.76-05		5/2011	35.62
			INVERWOOD GOLF COURSE	503-8300-524.76-05		5/2011	35.62
			INVERWOOD GOLF COURSE	503-8300-524.76-05		5/2011	35.62
			INVERWOOD GOLF COURSE	503-8300-524.76-05		5/2011	35.62
			INVERWOOD GOLF COURSE	503-8300-524.76-05		5/2011	29.84
						* Total	338.86
05/25/2011	106580	HORNADY	INVERWOOD GOLF COURSE	503-8200-523.76-40		5/2011	116.15
						* Total	116.15
05/25/2011	106584	JJ TAYLOR DIST. COMPANY	CUST#834	503-8300-524.76-15		5/2011	85.25
						* Total	85.25
05/25/2011	106613	PGA OF AMERICA	CUST#10378800	503-8500-526.50-70		5/2011	406.00
						* Total	406.00
05/25/2011	106615	PRECISION TURF & CHEMIC	CUST#INVE01	503-8600-527.60-30		5/2011	4,574.93
						* Total	4,574.93
05/25/2011	106640	SUN NEWSPAPERS	INVERWOOD GOLF COURSE	503-8500-526.50-25		5/2011	374.25
						* Total	374.25
05/25/2011	106646	TITLEIST	INVERWOOD GOLF COURSE	503-8200-523.76-45		5/2011	784.24
			ACCT#8363	503-8200-523.76-45		5/2011	2,422.12
						* Total	3,206.36
05/25/2011	106649	US FOODSERVICE	CUST#3805983	503-8300-524.60-65		5/2011	30.99
			INVERWOOD GOLF CLUB	503-8300-524.60-65		5/2011	261.44
			INVERWOOD GOLF CLUB	503-8300-524.76-05		5/2011	218.58
			INVERWOOD GOLF CLUB	503-8300-524.76-10		5/2011	57.57
						* Total	568.58
05/25/2011	106655	YOCUM OIL COMPANY, INC.	ACCT#506975	503-8400-525.60-21		5/2011	1,597.07
						* Total	1,597.07
06/01/2011	106667	ARCTIC GLACIER, INC.	ACCT 1726134	503-8300-524.60-65		6/2011	100.36
						* Total	100.36
06/01/2011	106673	COCA COLA BOTTLING COMP	INVER WOOD GOLF COURSE	503-8300-524.76-10		6/2011	246.53

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	246.53
06/01/2011	106674	COLLEGE CITY BEVERAGE	CUST#03592	503-8300-524.76-15		6/2011	190.10
						* Total	190.10
06/01/2011	106675	COPY RIGHT	INVER WOOD GOLF COURSE	503-8000-521.50-30		6/2011	109.28
						* Total	109.28
06/01/2011	106677	COVERALL OF THE TWIN CI	INVER WOOD GOLF COURSE	503-8500-526.40-40		6/2011	379.40
						* Total	379.40
06/01/2011	106683	G & K SERVICES	CUST#01574-01	503-8600-527.60-45		6/2011	96.46
			CUST#01574-01	503-8600-527.60-45		6/2011	102.38
						* Total	198.84
06/01/2011	106685	GERTENS	CUST#100464	503-8600-527.60-20		6/2011	233.41
						* Total	233.41
06/01/2011	106689	GRANDMA'S BAKERY	134589	503-8300-524.76-05		6/2011	29.84
			134859	503-8300-524.76-05		6/2011	35.53
			135117	503-8300-524.76-05		6/2011	32.64
			135414	503-8300-524.76-05		6/2011	35.53
			INVER WOOD GOLF COURSE	503-8300-524.76-05		6/2011	2.49-
						* Total	131.05
06/01/2011	106690	GREAT NORTHERN BUILDERS	RANGE FENCE	503-8500-526.70-60		6/2011	6,733.00
						* Total	6,733.00
06/01/2011	106705	JJ TAYLOR DIST. COMPANY	CUST#00834	503-8300-524.76-15		6/2011	412.10
						* Total	412.10
06/01/2011	106708	JULEE QUARVE-PETERSON,	11-045	503-8500-526.70-50		6/2011	1,264.76
						* Total	1,264.76
06/01/2011	106712	M. AMUNDSON LLP	CUST#902858	503-8300-524.76-05		6/2011	163.47
						* Total	163.47
06/01/2011	106714	MENARDS - WEST ST. PAUL	ACCT#30170265	503-8600-527.40-42		6/2011	71.68
						* Total	71.68
06/01/2011	106715	METRO CASH REGISTER SYS	INVER WOOD GOLF COURSE	503-8000-521.60-65		6/2011	186.06
						* Total	186.06
06/01/2011	106721	MN LIFE INSURANCE CO	POLICY #0027324	503-8000-521.20-62		6/2011	22.58
			POLICY #0027324	503-8500-526.20-62		6/2011	25.53
			POLICY #0027324	503-8600-527.20-62		6/2011	43.30
						* Total	91.41
06/01/2011	106724	MTI DISTRIBUTING CO	INVER WOOD GOLF COURSE	503-8600-527.80-30		6/2011	34,146.75
			CUST#402307	503-8600-527.80-30		6/2011	28,619.18
			CUST#402307	503-8600-527.80-30		6/2011	29,046.68
						* Total	91,812.61

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/01/2011	106727	PRECISION TURF & CHEMIC	CUST #INVE01	503-8600-527.60-35		6/2011	3,523.59
			CUST #INVE01	503-8600-527.60-20		6/2011	2,077.65
			CUST #INVE01	503-8600-527.60-35		6/2011	1,632.23
						* Total	7,233.47
06/01/2011	106732	REINDERS, INC.	CUST #326799	503-8600-527.60-35		6/2011	3,521.63
						* Total	3,521.63
06/01/2011	106739	SPORTCOVER INTERNATIONAL	CUST #INVE001	503-8200-523.76-40		6/2011	524.70
						* Total	524.70
06/01/2011	106744	SUN NEWSPAPERS	ACCT #322184	503-8500-526.50-25		6/2011	374.25
						* Total	374.25
06/01/2011	106748	TITLEIST	ACCT #008363/1243 062177	503-8200-523.76-45		6/2011	403.51
						* Total	403.51
06/01/2011	106749	TOUR EDGE GOLF MFG., IN	cust id #000717-0001	503-8200-523.76-25		6/2011	79.63
						* Total	79.63
06/01/2011	106752	US FOODSERVICE	CUST #03805983	503-8300-524.60-65		6/2011	30.99
						* Total	30.99
06/01/2011	106753	US FOODSERVICE	CUST #03805983	503-8300-524.60-65		6/2011	74.76
			CUST #03805983	503-8300-524.76-05		6/2011	480.23
			CUST #03805983	503-8300-524.76-10		6/2011	88.59
						* Total	643.58
06/01/2011	106757	WESTERN PETROLEUM COMPA	INVER WOOD GOLF CENTER	503-8600-527.60-22		6/2011	648.95
						* Total	648.95
06/01/2011	106758	XCEL ENERGY	51-5877511-0	503-8600-527.40-20		6/2011	23.78
						* Total	23.78
06/01/2011	106759	XCEL ENERGY	51-5877512-1	503-8600-527.40-20		6/2011	1,660.38
						* Total	1,660.38
06/08/2011	106763	ACE PAINT & HARDWARE	CUST#501126	503-8600-527.40-40		6/2011	21.32
			CUST#501126	503-8600-527.40-40		6/2011	42.74
						* Total	64.06
06/08/2011	106767	ALL STAR PRO GOLF, INC.	INVER WOOD GOLF COURSE	503-8200-523.76-40		6/2011	506.49
						* Total	506.49
06/08/2011	106771	ARCTIC GLACIER, INC.	ACCT#1726134	503-8300-524.60-65		6/2011	165.60
			INVER WOOD GOLF COURSE	503-8300-524.60-65		6/2011	111.40
						* Total	277.00
06/08/2011	106782	COCA COLA BOTTLING COMP	INVER WOOD GOLF COURSE	503-8300-524.76-10		6/2011	495.53
						* Total	495.53
06/08/2011	106783	COLLEGE CITY BEVERAGE	CUST#03592	503-8300-524.76-15		6/2011	682.60
						* Total	682.60

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/08/2011	106840	M. AMUNDSON LLP	CUST#902858	503-8300-524.76-05		6/2011	266.87
						* Total	266.87
06/08/2011	106848	MOYNIHAN, MATT	110601	503-8300-524.76-05		6/2011	22.47
			5/7-6/1/2011 EXPENSES	503-8500-526.50-80		6/2011	110.00
						* Total	132.47
06/08/2011	106849	MTI DISTRIBUTING CO	CUST#402307	503-8600-527.40-42		6/2011	61.16
			CUST#402307	503-8600-527.40-42		6/2011	738.32
			CUST#402307	503-8600-527.60-08		6/2011	58.17
			CUST#402307	503-8600-527.40-42		6/2011	265.06
			CUST#402307	503-8600-527.40-42		6/2011	549.42
			CUST#402307	503-8600-527.40-42		6/2011	870.79-
			CUST#402307	503-8600-527.40-42		6/2011	210.95
			CUST#402307	503-8600-527.40-42		6/2011	248.93
			CUST#402307	503-8600-527.40-42		6/2011	181.69
			CUST#402307	503-8600-527.60-08		6/2011	662.35
			CUST#402307	503-8600-527.40-42		6/2011	200.38
						* Total	2,305.64
06/08/2011	106856	PIONEER PRESS	ACCT#520544	503-8500-526.50-25		6/2011	1,725.00
						* Total	1,725.00
06/08/2011	106858	PRESTIGE ELECTRIC, INC.	INVER WOOD GOLF COURSE	503-8300-524.40-42		6/2011	208.00
						* Total	208.00
06/08/2011	106865	SOUTH BAY DESIGN	INVERWOOD GOLF COURSE	503-8500-526.50-25		6/2011	117.00
						* Total	117.00
06/08/2011	106872	TEE TIMES PRESS	INVER WOOD GOLF COURSE	503-8500-526.50-25		6/2011	598.50
						* Total	598.50
06/08/2011	106881	US FOODSERVICE	ACCT#3805983	503-8300-524.60-65		6/2011	360.27
			ACCT#3805983	503-8300-524.76-05		6/2011	535.46
			ACCT#3805983	503-8300-524.76-10		6/2011	88.59
			INVER WOOD GOLF COURSE	503-8300-524.76-05		6/2011	86.85
						* Total	1,071.17
06/08/2011	106883	VERIZON WIRELESS	480568913-00001	503-8500-526.50-20		6/2011	8.71
						* Total	8.71
06/08/2011	106892	YAMAHA GOLF & UTILITY,	INVER WOOD GOLF COURSE	503-8400-525.40-41		6/2011	67.99
						* Total	67.99
				73 Checks	** Fund Total		142,046.25
05/25/2011	106535	BIRKELO, SARAH	ACH/PR RETURN	504-6100-452.10-30	R40500	5/2011	121.42
						* Total	121.42
05/25/2011	106541	BUDGET SIGN AND GRAPHIC	VMCC	504-6100-452.60-09	R90100	5/2011	21.38
						* Total	21.38
05/25/2011	106552	DEEB, ROBERT J	FISHING EQUIP	504-6100-452.60-09	R30720	5/2011	123.50

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	123.50
05/25/2011	106559	FLORERS, ANGELA	CANCELLED	504-0000-347.00-00	R40100	5/2011	57.00
						* Total	57.00
05/25/2011	106566	GOPHER	CUST#404658	504-6100-452.60-09	R40950	5/2011	142.88
						* Total	142.88
05/25/2011	106579	HOME DEPOT CREDIT SERVI	6035322017128343	504-6100-452.60-09	R40100	5/2011	27.78
						* Total	27.78
05/25/2011	106589	KIRCHERT, BETSY	CANCELLED CLASS	504-0000-347.00-00	R40200	5/2011	140.00
						* Total	140.00
05/25/2011	106599	MAYER, SHARI	REIM. PINE BEND COMM	504-6100-452.60-09	R90100	5/2011	277.36
						* Total	277.36
05/25/2011	106601	METRO ATHLETIC SUPPLY	CUST#INV500	504-6100-452.60-09	R40100	5/2011	452.35
						* Total	452.35
05/25/2011	106611	PETTY CASH	SUPPLIES FISHING DERBY	504-6100-452.60-09	R30720	5/2011	2.14
			LACROSSE TIMER	504-6100-452.60-09	R40200	5/2011	2.49
						* Total	4.63
05/25/2011	106625	SCHARRER, LUCAS	MBSLA MS LACROSSE	504-6100-452.30-70	R40200	5/2011	99.00
						* Total	99.00
05/25/2011	106631	SPRINT	302193319	504-6100-452.50-20	R90100	5/2011	90.73
						* Total	90.73
05/25/2011	106642	TAHO SPORTSWEAR	PARKS & REC	504-6100-452.60-45	R40100	5/2011	357.04
			PARKS & REC	504-6100-452.60-45	R40100	5/2011	1,068.06
			PARKS & REC	504-6100-452.60-45	R40100	5/2011	546.00
			PARKS & REC	504-6100-452.60-45	R40100	5/2011	425.31
						* Total	2,396.41
06/01/2011	106670	BUDGET SIGN AND GRAPHIC	VMCC	504-6100-452.60-09	R90100	6/2011	101.53
						* Total	101.53
06/01/2011	106684	GERTENS	CUST#103566	504-6100-452.60-09	R90100	6/2011	100.84
			CUST#103566	504-6100-452.60-09	R90100	6/2011	53.78
						* Total	154.62
06/01/2011	106687	GOPHER	IGH FIRE DEPT	504-6100-452.60-09	R40900	6/2011	53.33
						* Total	53.33
06/01/2011	106702	IKON OFFICE SOLUTIONS	ACCT#145253-1017392ML	504-6100-452.40-65	R90100	6/2011	263.56
						* Total	263.56
06/01/2011	106703	IKON OFFICE SOLUTIONS	CONTRACT#2034674	504-6100-452.40-44	R90100	6/2011	360.51
						* Total	360.51
06/01/2011	106710	LAWLER, NICHOLAS	MS LACROSSE OFFICIALS FEE	504-6100-452.30-70	R40200	6/2011	99.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	99.00
06/01/2011	106713	MAYER, SHARI	PINE BEND COMM GARDEN	504-6100-452.60-09	R90100	6/2011	256.22
						* Total	256.22
06/01/2011	106721	MN LIFE INSURANCE CO	POLICY #0027324	504-6100-452.20-62	R90100	6/2011	72.11
						* Total	72.11
06/01/2011	106723	MOEN, LUKE D	MS LACROSSE OFFICIAL FEE	504-6100-452.30-70	R40200	6/2011	66.00
						* Total	66.00
06/01/2011	106726	OFFICE DEPOT	ACCT #6011568510088883	504-6100-452.60-10	R90100	6/2011	55.68
						* Total	55.68
06/01/2011	106738	SIMPSON, CONNOR M	HASTINGS & HUDSON LACROSS	504-6100-452.30-70	R40200	6/2011	66.00
						* Total	66.00
06/01/2011	106743	STAATS	IGH P&R/JEN GRAHAM	504-6100-452.60-09	R40900	6/2011	106.35
						* Total	106.35
06/01/2011	106745	TAHO SPORTSWEAR	IGH P&R AL VANDEHOEF-	504-6100-452.60-45	R40900	6/2011	342.14
						* Total	342.14
06/01/2011	106746	TARGET BANK	ACCT ID#00028954117	504-6100-452.60-09	R90100	6/2011	84.99
						* Total	84.99
			27 Checks		** Fund Total		6,036.48
05/25/2011	106525	ACE PAINT & HARDWARE	CUST#501126	505-6200-453.60-40	C21000	5/2011	28.28
						* Total	28.28
05/25/2011	106532	ATM NETWORK, INC.	VMCC	505-6200-453.40-42	C10000	5/2011	150.00
						* Total	150.00
05/25/2011	106547	COMCAST	ACCT#8772105910127188	505-6200-453.50-70	C10000	5/2011	261.64
						* Total	261.64
05/25/2011	106554	EASTER, MARY ELIZABETH	REFUND	505-0000-207.03-00		5/2011	4.98
			REFUND	505-0000-352.01-00	C10100	5/2011	70.02
						* Total	75.00
05/25/2011	106558	FIRST IMPRESSION GROUP,	GROVE	505-6200-453.50-30	C91000	5/2011	1,875.00
			GROVE	505-6200-453.50-35	C91000	5/2011	291.01
						* Total	1,583.99
05/25/2011	106565	GLEWWE DOORS	VMCC	505-6200-453.60-16	C21000	5/2011	90.00
						* Total	90.00
05/25/2011	106568	GRAINGER	806460150	505-6200-453.60-16	C21000	5/2011	538.75
						* Total	538.75
05/25/2011	106569	GRAINGER	806460150	505-6200-453.60-16	C21000	5/2011	9.18
						* Total	9.18

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/25/2011	106570	GRAINGER	806460150	505-6200-453.60-16	C21000	5/2011	199.69
						* Total	199.69
05/25/2011	106579	HOME DEPOT CREDIT SERVI	6035322017128343	505-6200-453.60-16	C25000	5/2011	20.77
			6035322017128343	505-6200-453.60-16	C25000	5/2011	55.38
			6035322017128343	505-6200-453.60-16	C25000	5/2011	80.55
			6035322017128343	505-6200-453.60-16	C25000	5/2011	58.72
			6035322017128343	505-6200-453.60-16	C21000	5/2011	11.79
			6035322017128343	505-6200-453.60-16	C21000	5/2011	136.64
			6035322017128343	505-6200-453.60-16	C25000	5/2011	139.17
			6035322017128343	505-6200-453.60-16	C25000	5/2011	18.68
			6035322017128343	505-6200-453.60-65	C40000	5/2011	4.56
						* Total	252.98
05/25/2011	106585	JOHNSON CONTROLS	ACCT#1295202	505-6200-453.40-40	C25000	5/2011	2,956.17
						* Total	2,956.17
05/25/2011	106598	MAXIMUM SOLUTIONS	MEMBERSHIP CARDS	505-6200-453.60-65	C10100	5/2011	694.95
						* Total	694.95
05/25/2011	106600	MENARDS - WEST ST. PAUL	ACCT#30170270	505-6200-453.60-16	C25000	5/2011	60.29
						* Total	60.29
05/25/2011	106609	OFFICEMAX INC	ACCT#687054	505-6200-453.60-40	C70000	5/2011	21.04
			ACCT#687054	505-6200-453.60-40	C70000	5/2011	12.49
						* Total	33.53
05/25/2011	106612	PETTY CASH - ATM	REIMBURSEMENT ATM/BANK	505-6200-453.70-44	C10000	5/2011	15.58
						* Total	15.58
05/25/2011	106617	PUSH PEDAL PULL	VMCC	505-6200-453.40-42	C70000	5/2011	705.00
						* Total	705.00
05/25/2011	106618	R & R SPECIALTIES OF WI	VMCC	505-6200-453.40-42	C21000	5/2011	105.02
						* Total	105.02
05/25/2011	106621	RIEDEL SHOES, INC.	PARKS & REC	505-6200-453.76-65	C21500	5/2011	2,301.60
						* Total	2,301.60
05/25/2011	106623	ROBERT BEALKE INDUSTRIE	VMCC	505-6200-453.30-70	C50000	5/2011	250.00
						* Total	250.00
05/25/2011	106626	SETON IDENTIFICATION PR	10R1154771	505-6200-453.60-65	C25000	5/2011	236.35
						* Total	236.35
05/25/2011	106633	SPRINT	573073317	505-6200-453.50-20	C25000	5/2011	378.49
						* Total	378.49
05/25/2011	106637	SPRUNG SERVICES	VMCC	505-6200-453.40-40	C25000	5/2011	630.50
						* Total	630.50
05/25/2011	106641	TACKABERRY, STEVE	REIM. MEMBERSHIP FEE	505-0000-207.03-00		5/2011	3.65
			REIM. MEMBERSHIP FEE	505-0000-352.01-00	C10100	5/2011	51.35

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	55.00
05/25/2011	106656	YRC, INC.	VMCC	505-6200-453.40-40	C25000	5/2011	294.96
						* Total	294.96
05/25/2011	106659	1ST LINE/LEEWES VENTURE	CUST# INVE-200	505-6200-453.76-05	C30400	5/2011	49.20
						* Total	49.20
06/01/2011	106663	ACE PAINT & HARDWARE	CUST#501126	505-6200-453.60-16	C21000	6/2011	62.37
			CUST#501126	505-6200-453.60-16	C25000	6/2011	1.62
			CUST#501126	505-6200-453.60-16	C25000	6/2011	26.71
						* Total	90.70
06/01/2011	106665	AMERICAN RED CROSS	VMCC	505-6200-453.60-18	C51000	6/2011	179.85
						* Total	179.85
06/01/2011	106666	ANDERSON, CHEYENNE	EXPENSES SUPPLIES	505-6200-453.60-65	C81000	6/2011	36.14
						* Total	36.14
06/01/2011	106670	BUDGET SIGN AND GRAPHIC	BANNER	505-6200-453.50-30	C91000	6/2011	102.60
						* Total	102.60
06/01/2011	106688	GRAINGER	ACCT#806460150	505-6200-453.60-16	C21000	6/2011	45.89
			ACCT#806460150	505-6200-453.60-16	C25000	6/2011	56.43
			ACCT#806460150	505-6200-453.60-65	C25000	6/2011	58.16
						* Total	160.48
06/01/2011	106693	HAWKINS, INC.	CUST#108815	505-6200-453.60-16	C25000	6/2011	2,149.72
						* Total	2,149.72
06/01/2011	106697	HUEBSCH SERVICES	VMCC	505-6200-453.40-40	C25000	6/2011	105.57
						* Total	105.57
06/01/2011	106701	IGH/SSP COMMUNITY EDUCA	DANCE SHOW	505-6200-453.40-65	C81000	6/2011	85.00
						* Total	85.00
06/01/2011	106702	IKON OFFICE SOLUTIONS	ACCT#145253-1017392ML	505-6200-453.40-65	C10000	6/2011	439.26
						* Total	439.26
06/01/2011	106703	IKON OFFICE SOLUTIONS	CONTRACT#2034674	505-6200-453.40-44	C10000	6/2011	841.18
						* Total	841.18
06/01/2011	106708	JULEE QUARVE-PETERSON,	3/10-5/21/2011	505-6200-453.30-70	C10000	6/2011	2,020.64
						* Total	2,020.64
06/01/2011	106718	MN DEPT OF PUBLIC SAFET	FACILITY ID#2524	505-6200-453.50-70	C25000	6/2011	100.00
						* Total	100.00
06/01/2011	106721	MN LIFE INSURANCE CO	POLICY #0027324	505-6200-453.20-62	C70000	6/2011	116.73
						* Total	116.73
06/01/2011	106726	OFFICE DEPOT	ACCT #6011568510088883	505-6200-453.60-40	C10100	6/2011	144.60
						* Total	144.60

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06/01/2011	106731	R & R SPECIALTIES OF WI	CUST #IGHVET	505-6200-453.40-42	C21000	6/2011	33.50
						* Total	33.50
06/01/2011	106734	RICE SOUND & SERVICE IN	VMCC FITNESS/MIC PROBLEMS	505-6200-453.40-42	C70000	6/2011	40.00
						* Total	40.00
06/01/2011	106742	SPS COMPANIES, INC.	CUST #3917	505-6200-453.60-16	C25000	6/2011	34.28
						* Total	34.28
06/01/2011	106760	ZEE MEDICAL SERVICE	VMCC GROVE & RVP	505-6200-453.60-65	C10000	6/2011	1,864.51
						* Total	1,864.51
			43 Checks		** Fund Total		20,500.91
05/25/2011	106595	LEAGUE OF MN CITIES INS	LCMIT CLAIM#11076126	602-2100-415.50-80		5/2011	411.41
						* Total	411.41
06/01/2011	106721	MN LIFE INSURANCE CO	POLICY #0027324	602-2100-415.20-62		6/2011	2.14
						* Total	2.14
			2 Checks		** Fund Total		413.55
05/25/2011	106529	ARAMARK UNIFORM SERVICE	CUST#15353001	603-5300-444.40-65		5/2011	32.95
			CUST#15353001	603-5300-444.60-45		5/2011	17.21
						* Total	50.16
05/25/2011	106530	ARAMARK UNIFORM SERVICE	CUST#15353001	603-5300-444.40-65		5/2011	32.95
			CUST#15353001	603-5300-444.60-45		5/2011	22.39
						* Total	55.34
05/25/2011	106539	BOYER TRUCKS	Y56735	603-5300-444.40-41		5/2011	321.90
						* Total	321.90
05/25/2011	106544	CARQUEST AUTO PARTS STO	CUST#614420	603-0000-145.50-00		5/2011	7.22
			CUST#614420	603-5300-444.40-41		5/2011	68.58
			CUST#614420	603-5300-444.40-41		5/2011	95.51
			CUST#614420	603-5300-444.40-41		5/2011	31.40
			CUST#614420	603-5300-444.40-41		5/2011	39.83
			CUST#614420	603-5300-444.40-41		5/2011	12.91
			CUST#614420	603-5300-444.40-41		5/2011	83.14
			CUST#614420	603-5300-444.40-41		5/2011	12.83
			CUST#614420	603-5300-444.40-41		5/2011	8.87
			CUST#614420	603-5300-444.40-41		5/2011	84.26
			CUST#614420	603-5300-444.40-41		5/2011	20.05
			CUST#614420	603-0000-145.50-00		5/2011	123.91
			CUST#614420	603-0000-145.50-00		5/2011	64.32
			CUST#614420	603-0000-145.50-00		5/2011	58.91
			CUST#614420	603-5300-444.40-41		5/2011	132.35
			CUST#614420	603-5300-444.60-40		5/2011	24.24
			CUST#614420	603-0000-145.50-00		5/2011	266.09
			CUST#614420	603-0000-145.50-00		5/2011	166.21
						* Total	1,200.67

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05/25/2011	106548	CONTINENTAL SAFETY EQUI	IGH POLICE DEPT	603-5300-444.80-70		5/2011	780.97
						* Total	780.97
05/25/2011	106555	EMERGENCY AUTOMOTIVE TE	IGH	603-5300-444.40-41		5/2011	568.76
						* Total	568.76
05/25/2011	106556	FACTORY MOTOR PARTS COM	ACCT#10799	603-5300-444.40-41		5/2011	728.53
						* Total	728.53
05/25/2011	106560	FORCE AMERICA, INC.	ORDER#104791	603-0000-145.50-00		5/2011	93.14
						* Total	93.14
05/25/2011	106573	H&L MESABI	H83188	603-0000-145.50-00		5/2011	5,472.98
						* Total	5,472.98
05/25/2011	106581	HOSE / CONVEYORS INC	CUST#CIT300	603-5300-444.40-41		5/2011	54.74
						* Total	54.74
05/25/2011	106588	KIMBALL MIDWEST	ACCT#222006	603-5300-444.60-12		5/2011	112.70
						* Total	112.70
05/25/2011	106591	KREMER SERVICES LLC	WORK ORDER#13064	603-5300-444.40-41		5/2011	145.54
						* Total	145.54
05/25/2011	106604	MTI DISTRIBUTING CO	CUST#91180	603-5300-444.40-41		5/2011	27.10
						* Total	27.10
05/25/2011	106607	NEXTEL COMMUNICATIONS	ACCT#249383315	603-5300-444.50-20		5/2011	64.67
						* Total	64.67
05/25/2011	106616	PUMP AND METER SERVICE	494500	603-5300-444.40-40		5/2011	141.71
			494500	603-5300-444.40-40		5/2011	180.00
						* Total	321.71
05/25/2011	106654	XCEL ENERGY	ACCT#51-5279113-0	603-5300-444.40-10		5/2011	1,610.56
			ACCT#51-5279113-0	603-5300-444.40-20		5/2011	2,092.50
						* Total	3,703.06
05/25/2011	106655	YOCUM OIL COMPANY, INC.	502860	603-0000-145.60-00		5/2011	5,019.48
			502860	603-0000-145.60-00		5/2011	4,170.00
						* Total	9,189.48
05/25/2011	106657	ZARNOTH BRUSH WORKS	INV1669	603-0000-145.50-00		5/2011	530.10
						* Total	530.10
06/01/2011	106669	BOYER TRUCKS	ACCT C20390	603-5300-444.40-41		6/2011	159.34
						* Total	159.34
06/01/2011	106678	DAKOTA COUNTY TECH COLL	OTTO, THOMAS	603-5300-444.50-80		6/2011	180.00
						* Total	180.00
06/01/2011	106698	I-STATE TRUCK CENTER	ACCT#13468	603-5300-444.40-41		6/2011	1,604.44
						* Total	1,604.44

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06/01/2011	106699	I-STATE TRUCK CENTER	ACCT#13468	603-5300-444.40-41		6/2011	16.83
						* Total	16.83
06/01/2011	106704	INVER GROVE FORD	PO JAY	603-5300-444.40-41		6/2011	17.31
			PO JAY	603-5300-444.40-41		6/2011	41.80
			PO JAY	603-5300-444.40-41		6/2011	17.31-
			PO RICK	603-5300-444.40-41		6/2011	473.21
						* Total	515.01
06/01/2011	106721	MN LIFE INSURANCE CO	POLICY #0027324	603-5300-444.20-62		6/2011	20.54
						* Total	20.54
06/08/2011	106763	ACE PAINT & HARDWARE	CUST#501126	603-5300-444.60-12		6/2011	2.66
			CUST#501126	603-5300-444.40-40		6/2011	8.00
			CUST#501126	603-5300-444.60-40		6/2011	64.11
						* Total	74.77
06/08/2011	106764	ADVANCED GRAPHIX, INC.	IGH POLICE DEPT	603-5300-444.80-70		6/2011	190.00
						* Total	190.00
06/08/2011	106770	ARAMARK UNIFORM SERVICE	15353001	603-5300-444.40-65		6/2011	32.95
			15353001	603-5300-444.60-45		6/2011	17.21
			ACCT#15353001	603-5300-444.60-45		6/2011	55.34
						* Total	105.50
06/08/2011	106779	CARQUEST AUTO PARTS STO	CUST 614420	603-5300-444.40-41		6/2011	89.51
			CUST 614420	603-5300-444.40-41		6/2011	5.74
			CUST 614420	603-0000-145.50-00		6/2011	50.84
			CUST 614420	603-5300-444.40-41		6/2011	148.81
			CUST 614420	603-5300-444.40-41		6/2011	60.15
			CUST 614420	603-0000-145.50-00		6/2011	36.02
			CUST 614420	603-5300-444.60-12		6/2011	15.00
			CUST 614420	603-0000-145.50-00		6/2011	8.84
			CUST 614420	603-0000-145.50-00		6/2011	8.84
			CUST 614420	603-5300-444.40-41		6/2011	69.45
			CUST 614420	603-5300-444.40-41		6/2011	32.87
			614420	603-5300-444.40-41		6/2011	60.15-
			CUST 614420	603-5300-444.40-41		6/2011	175.44
			CUST 614420	603-0000-145.50-00		6/2011	66.15
			CUST 614420	603-0000-145.50-00		6/2011	38.28
			CUST 614420	603-0000-145.50-00		6/2011	27.21
			CUST 614420	603-5300-444.40-41		6/2011	29.31
			CUST 614420	603-0000-145.50-00		6/2011	9.19
			CUST 614420	603-5300-444.40-41		6/2011	10.30-
			CUST 614420	603-0000-145.50-00		6/2011	14.20
			CUST#614420	603-0000-145.50-00		6/2011	41.15
			CUST#614420	603-5300-444.40-41		6/2011	34.27
			CUST#614420	603-5300-444.60-12		6/2011	20.01
			CUST#614420	603-5300-444.40-41		6/2011	32.87-
			CUST#614420	603-0000-145.50-00		6/2011	64.30
			CUST#614420	603-5300-444.40-41		6/2011	3.84
			CUST#614420	603-0000-145.50-00		6/2011	77.74
			CUST#614420	603-5300-444.40-41		6/2011	34.18

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06/08/2011	106779	CARQUEST AUTO PARTS STO	CUST#614420	603-0000-145.50-00		6/2011	55.37
			CUST#614420	603-5300-444.40-41		6/2011	13.02
			CUST#614420	603-5300-444.40-41		6/2011	13.02-
						* Total	1,113.39
06/08/2011	106784	COMO LUBE & SUPPLIES	ACCT#100395	603-5300-444.40-25		6/2011	279.97
						* Total	279.97
06/08/2011	106802	FACTORY MOTOR PARTS COM	ACCT#10799	603-5300-444.40-41		6/2011	13.00-
			ACCT#10799	603-5300-444.40-41		6/2011	78.59
			ACCT#10799	603-5300-444.40-41		6/2011	316.19
			ACCT#10799	603-0000-145.50-00		6/2011	78.59
			ACCT#10799	603-5300-444.40-41		6/2011	15.00
			ACCT#10799	603-5300-444.40-41		6/2011	93.59
			ACCT#10799	603-0000-145.50-00		6/2011	76.67-
			ACCT#10799	603-5300-444.40-41		6/2011	13.00-
						* Total	479.29
06/08/2011	106816	HANCO CORPORATION	REF#CHARLIE	603-5300-444.40-41		6/2011	424.92
						* Total	424.92
06/08/2011	106820	HILLYARD INC	CUST#274085	603-5300-444.60-11		6/2011	279.19
						* Total	279.19
06/08/2011	106823	HOSE / CONVEYORS INC	CUST#CIT300	603-5300-444.40-41		6/2011	15.92
						* Total	15.92
06/08/2011	106825	I-STATE TRUCK CENTER	ACCT#13468	603-5300-444.40-41		6/2011	1,805.32
						* Total	1,805.32
06/08/2011	106826	INVER GROVE FORD	RICK 99 F250	603-5300-444.40-41		6/2011	348.85
			SHOP	603-5300-444.40-41		6/2011	18.07
			RICK	603-5300-444.40-41		6/2011	30.81
			SHOP	603-5300-444.40-41		6/2011	82.07
			RICK	603-5300-444.40-41		6/2011	12.92
						* Total	492.72
06/08/2011	106830	KIMBALL MIDWEST	ACCT#222006	603-5300-444.60-12		6/2011	565.95
			ACCT#222006	603-5300-444.60-12		6/2011	129.98
						* Total	695.93
06/08/2011	106831	LARSON COMPANIES	CUST#14649	603-5300-444.40-41		6/2011	4.70-
			CUST#14649	603-0000-145.50-00		6/2011	76.98
						* Total	72.28
06/08/2011	106852	NIEBUR TRACTOR & EQUIPM	CUST#CITYINV	603-5300-444.40-41		6/2011	51.62
						* Total	51.62
06/08/2011	106857	POMP'S TIRE SERVICE, IN	4502557	603-5300-444.40-41		6/2011	485.84
						* Total	485.84
06/08/2011	106858	PRESTIGE ELECTRIC, INC.	INVERGRO3	603-5300-444.40-41		6/2011	335.00
						* Total	335.00

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06/08/2011	106859	PUMP AND METER SERVICE	494500	603-5300-444.40-40		6/2011	167.70
						* Total	167.70
06/08/2011	106860	R & R CARPET SERVICE	RUGS & SUPPLIES - APRIL	603-5300-444.40-65		6/2011	82.30
			RUGS & SUPPLIES MAY	603-5300-444.40-65		6/2011	82.30
						* Total	164.60
06/08/2011	106862	SCHARBER & SONS	ACCT#4502581	603-5300-444.40-41		6/2011	52.88
						* Total	52.88
06/08/2011	106863	SECURITY ACCESS SYSTEMS	KEYPADS/REMOTES	603-5300-444.40-40		6/2011	880.00
						* Total	880.00
06/08/2011	106864	SHEL'S AUTO ELECTRIC	REPAIRS	603-5300-444.40-41		6/2011	178.93
			13389	603-5300-444.40-41		6/2011	108.40
						* Total	287.33
06/08/2011	106866	SOUTH ST PAUL STEEL SUP	SHOP/TOM	603-5300-444.60-12		6/2011	83.57
						* Total	83.57
06/08/2011	106871	SWEEPER SERVICES	ELGIN ST SWEEPER PARTS	603-5300-444.40-41		6/2011	1,427.45
						* Total	1,427.45
06/08/2011	106874	TRACTOR SUPPLY CREDIT P	ACCT#1844	603-5300-444.40-41		6/2011	894.44
			ACCT#1844	603-5300-444.40-41		6/2011	26.77
			ACCT#1844	603-5300-444.40-41		6/2011	13.92
						* Total	881.59
06/08/2011	106887	WESTERN PETROLEUM COMPA	42140	603-5300-444.40-41		6/2011	214.28
			CUST#42140	603-0000-145.50-00		6/2011	1,287.31
			42140	603-0000-145.50-00		6/2011	98.93
						* Total	1,600.52
06/08/2011	106893	ZARNOTH BRUSH WORKS	CUST#INV1669	603-0000-145.50-00		6/2011	485.21
						* Total	485.21
06/08/2011	106894	ZEE MEDICAL SERVICE	CITY OF IGH000696	603-5300-444.60-65		6/2011	110.19
						* Total	110.19
06/08/2011	106895	ZIEGLER INC	4069900	603-5300-444.40-41		6/2011	514.76
			4069900	603-5300-444.40-41		6/2011	333.90
						* Total	180.86
				52 Checks	** Fund Total		39,141.27
05/25/2011	106583	IPP INC PRINTING	110505	604-2200-416.60-05		5/2011	125.00
						* Total	125.00
05/25/2011	106609	OFFICEMAX INC	ACCT#687054	604-2200-416.60-10		5/2011	194.98
			ACCT#687054	604-2200-416.60-05		5/2011	151.29
			ACCT#687054	604-2200-416.60-10		5/2011	17.83
			ACCT#687054	604-2200-416.60-10		5/2011	43.17
						* Total	320.93

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06/01/2011	106721	MN LIFE INSURANCE CO	POLICY #0027324	604-2200-416.20-62		6/2011	.98
						* Total	.98
06/01/2011	106726	OFFICE DEPOT	ACCT #6011568510088883	604-2200-416.60-10		6/2011	97.94
			ACCT #6011568510088883	604-2200-416.60-10		6/2011	122.06
						* Total	220.00
06/08/2011	106880	US BANCORP EQUIPMENT FI	923425	604-2200-416.40-50		6/2011	1,399.04
						* Total	1,399.04
				5 Checks	** Fund Total		2,065.95
05/25/2011	106582	INTEGRA TELECOM	ACCT#645862	605-3100-419.50-20		5/2011	139.35
						* Total	139.35
05/25/2011	106643	TDS METROCOM	ACCT#6515540132	605-3100-419.50-20		5/2011	982.64
						* Total	982.64
05/25/2011	106654	XCEL ENERGY	ACCT#51-5279113-0	605-3100-419.40-20		5/2011	6,378.13
						* Total	6,378.13
05/25/2011	106658	ZEE MEDICAL SERVICE	IGH 000701	605-3100-419.60-11		5/2011	230.32
						* Total	230.32
05/27/2011	106660	US POSTMASTER	UTILITY BILLING POSTAGE	605-3100-419.50-35		5/2011	260.41
						* Total	260.41
05/27/2011	106661	US POSTMASTER	UTILITY BILLING POSTAGE	605-3100-419.50-35		5/2011	1,073.51
						* Total	1,073.51
06/01/2011	106707	JULEE QUARVE-PETERSON,	3/29-5/21/2011	605-3100-419.30-70		6/2011	2,520.41
						* Total	2,520.41
06/01/2011	106721	MN LIFE INSURANCE CO	POLICY #0027324	605-3100-419.20-62		6/2011	8.33
						* Total	8.33
06/08/2011	106775	BETTS, BETH	LANDSCAPE	605-3100-419.30-70		6/2011	599.38
						* Total	599.38
06/08/2011	106824	HUEBSCH SERVICES	ACCT#100075	605-3100-419.40-65		6/2011	61.68
						* Total	61.68
06/08/2011	106837	LONE OAK COMPANIES	STATEMENTS	605-3100-419.50-35		6/2011	509.38
						* Total	509.38
06/08/2011	106851	NEOPOST	CUST#52240662-711508	605-3100-419.40-44		6/2011	13.97
						* Total	13.97
				12 Checks	** Fund Total		12,777.51
05/25/2011	106526	ADVANCED TECHNOLOGY SYS	PO DIANE	606-1400-413.60-10		5/2011	3,209.88
						* Total	3,209.88

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05/25/2011	106572	GS DIRECT, INC.	CUST# CIT165	606-1400-413.60-10		5/2011	305.11
						* Total	305.11
05/25/2011	106650	US INTERNET	930654	606-1400-413.60-10		5/2011	220.00
						* Total	220.00
06/01/2011	106721	MN LIFE INSURANCE CO	POLICY#0027324	606-1400-413.20-62		6/2011	9.81
						* Total	9.81
06/08/2011	106765	ADVANCED TECHNOLOGY SYS	PO DIANE	606-1400-413.60-10		6/2011	2,992.06
						* Total	2,992.06
06/08/2011	106790	DAKOTA CTY TREASURER-AU	PICTOMETRY	606-1400-413.30-70		6/2011	2,328.00
						* Total	2,328.00
06/08/2011	106870	SUNGARD PUBLIC SECTOR I	CUST#1645LG	606-1400-413.40-49		6/2011	14,511.22
						* Total	14,511.22
				7 Checks	** Fund Total		23,576.08
06/08/2011	106769	ARAMARK REFRESHMENT SER	CUST 39398	702-0000-228.65-00		6/2011	251.46
						* Total	251.46
06/08/2011	106818	HENNEPIN COUNTY DISTRIC	SHENOAH JEAN REED	702-0000-229.10-00		6/2011	300.00
						* Total	300.00
06/08/2011	106868	STEARNS COUNTY SHERIFF'	KENIA NADINE JONES	702-0000-229.10-00		6/2011	320.00
						* Total	320.00
				3 Checks	** Fund Total		871.46
06/01/2011	106721	MN LIFE INSURANCE CO	POLICY #0027324	703-5500-446.20-62		6/2011	2.27
						* Total	2.27
				1 Checks	** Fund Total		2.27
				416 Checks	*** Bank Total		961,930.73
				416 Checks	*** Grand Total		961,930.73

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 24 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation

Meeting Date: June 13, 2011
 Item Type: Consent
 Contact: Jenelle Teppen, Asst City Admin
 Prepared by: *CS*
 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. 24 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 23 change orders for a total contract amount now of \$12,012,341.10.

The contractor has completed the work through May 31, 2011 in accordance with the contract plans and specifications.

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

Staff recommends approval of Pay Voucher No. 24 in the amount of \$230,005.78 to Shaw Lundquist Associates for work on City Project No. 2008-18 – Public Safety Addition/City Hall Renovation.

Attachment: Pay Voucher No. 24

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAYMENT VOUCHER

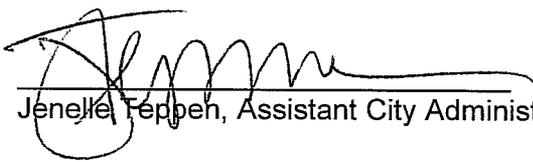
ESTIMATE NO: 24 (twenty-four)
DATE: June 13, 2011
PERIOD ENDING: May 31, 2011
CONTRACT: Public Safety Addition City Hall Renovation
PROJECT NO: 2008-18 – Public Safety Addition/City Hall Renovation

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

Original Contract Amount \$11,501,900
Total Addition \$510,441.10
Total Deduction \$0.00
Total Contract Amount \$12,012,341.10
Total Value of Work to Date \$11,501,228.40
Less Retained (5%) \$274,161.87
Less Previous Payment \$10,997,060.75
Total Approved for Payment this Voucher \$230,005.78
Total Payments including this Voucher \$11,227,066.53

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:  June 13, 2011
Jenelle Feppen, Assistant City Administrator

Signed by: _____
Shaw Lundquist Associates Date

Signed by: _____
George Tourville, Mayor June 13, 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 Remodel
 8150 Barbara Ave.
 Inver Grove Hts, MN

APPLICATION NO: 24 Revised
 APPLICATION DATE: May 25, 2011
 PERIOD TO: May 31, 2011

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR:
 Shaw-Lundquist Associates, Inc. (09477)
 Remit to: SDS 12-0699 Box 86
 Minneapolis, MN 55486

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

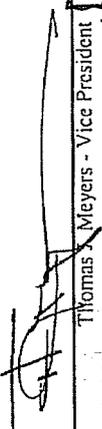
PROJECT NOS: #1643-01
 CONTRACT DATE: May 19, 2009

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.

1. ORIGINAL CONTRACT SUM \$ 11,501,900.00
2. Net change by Change Orders \$ 510,441.10
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 12,012,341.10
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 11,501,228.40
5. RETAINAGE:
 - a. % of Completed Work \$ 274,161.87
 (Column I on G703)
 - b. % of Stored Material \$ 0.00
 (Column F on G703)
6. TOTAL EARNED LESS RETAINAGE \$ 274,161.87
 (Line 4 Less Line 5 Total) \$ 11,237,066.53
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 10,997,060.75
8. CURRENT PAYMENT DUE \$ 230,005.78
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 785,274.57

CONTRACTOR: SHAW-LUNDQUIST ASSOCIATES, INC.

By:  Thomas J. Meyers - Vice President
 State of Minnesota
 Subscribed and sworn to before me this 8th day of May, 2011
 Notary Public  Cynthia Marie Sroeven
 My Commission Expires January 31, 2016

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\$ _____

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

By: _____ Date: _____

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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$517,549.10	
Total approved this Month		(\$7,108.00)
TOTALS	\$517,549.10	(\$7,108.00)
NET CHANGES by Change Order	\$510,441.10	

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 2 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation B & B Sheetmetal and Roofing, Inc.

Meeting Date: June 13, 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. 2 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation – B & B Sheetmetal and Roofing.

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

The contractor has completed the work through April 30, 2011 in accordance with the contract plans and specifications. A 5% retainage will be maintained until the project is completed.

Staff recommends approval of Pay Voucher No. 2 in the amount of \$48,016.09 to B & B Sheetmetal and Roofing for work on City Project No. 2008-18 – Public Safety Addition/City Hall Renovation.

Attachment: Pay Voucher No. 2

APR 14 2011

Application and Certificate for Payment

TO OWNER: CITY OF INVER GROVE HEIGHTS 8150 BARBARA AVE INVER GROVE HEIGHTS, MN 55077	PROJECT: INVER GROVE HEIGHTS CITY HALL 8150 BARBARA AVE	APPLICATION NO: 2 PERIOD TO: 4/30/2011 CONTRACT FOR: RE-ROOFING PROJECT CONTRACT DATE: 02/09/11 PROJECT NOS: / /	Distribution to: OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
FROM CONTRACTOR: B&B SHEETMETAL & ROOFING, INC. 210 CENTENNIAL DRIVE BUFFALO, MN. 55313	VIA ARCHITECT: BKV GROUP 222 N 2ND STREET MPLS. MN. 55401		

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$ 134,000.00
2. NET CHANGE BY CHANGE ORDERS	\$.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 134,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 131,133.73
5. RETAINAGE:	
a. 5 % of Completed Work (Column D + E on G703)	\$ 6,556.69
b. 0 % of Stored Material (Column F on G703)	\$.00
Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$ 6,556.69
6. TOTAL EARNED LESS RETAINAGE	\$ 124,577.04 <i>(Line 4 minus Line 5 Total)</i>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 76,560.95 <i>(Line 6 from prior Certificate)</i>
8. CURRENT PAYMENT DUE	\$ 48,016.09
9. BALANCE TO FINISH, INCLUDING RETAINAGE <i>(Line 3 minus Line 6)</i>	\$ 9,422.96

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

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

CONTRACTOR: Brad Boren Date: 4/13/11
By: _____

State of: Minnesota

County of: Wright

Subscribed and sworn to before me this 13th day of April 2011

Notary Public: Leora M. Minor

My commission expires: 4/31/16



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 48,016.09
(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: _____ Date: 6/1/11
By: Gregory M. [Signature]

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.

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
 In tabulations below, amounts are in US dollars.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2
 APPLICATION DATE: 04-30-11
 PERIOD TO:
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED <i>(Not in D or E)</i>	G TOTAL COMPLETED AND STORED TO DATE <i>(D+E+F)</i>		H BALANCE TO FINISH <i>(C - G)</i>	I RETAINAGE <i>(If variable rate)</i>
			D FROM PREVIOUS APPLICATION <i>(D + E)</i>	E THIS PERIOD		G TOTAL COMPLETED AND STORED TO DATE <i>(D+E+F)</i>	% <i>(G - C)</i>		
1	ROOFING LABOR	39,143.38	11,743.01	27,400.37	.00	39,143.38	100	.00	1,957.17
2	ROOFING MATERIAL	61,273.56	61,273.56	.00	.00	61,273.56	100	.00	3,063.68
3	SHEETMETAL FAB LABOR	801.74	.00	801.74	.00	801.74	100	.00	40.09
4	SHEETMETAL INSTALL LAB	9,554.23	.00	6,687.96	.00	6,687.96	70	2,866.27	334.40
5	SHEETMETAL MATERIAL	8,079.29	.00	8,079.29	.00	8,079.29	100	.00	403.96
6	CRANE	1,447.62	723.81	723.81	.00	1,447.62	100	.00	72.38
7	SUBCONTRACT	.00	.00	.00	.00	.00	0	.00	.00
8	GENERAL CONDITIONS	13,700.18	6,850.09	6,850.09	.00	13,700.18	100	.00	685.01
11	CHANGE ORDER	.00	.00	.00	.00	.00	0	.00	.00
GRAND TOTAL		134,000.00	80,590.47	50,543.26	.00	131,133.73	97.86	2,866.27	6,556.69

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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 3 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation B & B Sheetmetal and Roofing, Inc.

Meeting Date: June 13, 2011
Item Type: Consent
Contact: Jenelle Teppen, Asst City Admin
Prepared by:
Reviewed by:

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

PURPOSE/ACTION REQUESTED Consider Pay Voucher No. 3 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation – B & B Sheetmetal and Roofing.

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

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

Staff recommends approval of Pay Voucher No. 3 in the amount of \$2,722.96 to B & B Sheetmetal and Roofing for work on City Project No. 2008-18 – Public Safety Addition/City Hall Renovation.

Attachment: Pay Voucher No. 3

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO: 3 (Three)
DATE: June 13, 2011
PERIOD ENDING: May 31, 2011
CONTRACT: Re-Roofing Project
PROJECT NO: 2008-18 – Public Safety Addition/City Hall Renovation

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

Original Contract Amount \$134,000.00
Total Addition \$0.00
Total Deduction \$0.00
Total Contract Amount \$134,000.00
Total Value of Work to Date \$134,000.00
Less Retained (5%) \$6,700.00
Less Previous Payment \$0.00
Total Approved for Payment this Voucher \$2,722.96
Total Payments including this Voucher \$127,300.00

Approvals:

Pursuant to field observation, and approval by the Architect and Owner's Representative, I hereby recommend for payment the above stated amount for work performed through April 30, 2011.

Signed by:  June 13, 2011
Jenelle Teppen, Assistant City Administrator

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

Signed by: _____
George Tourville, Mayor June 13, 2011

Application and Certificate for Payment

TO OWNER: CITY OF INVER GROVE HEIGHTS 8150 BARBARA AVE INVER GROVE HEIGHTS, MN. 55077	PROJECT: INVER GROVE HEIGHTS CITY HALL 8150 BARBARA AVE.	APPLICATION NO: 3 PERIOD TO: 5/31/11 CONTRACT FOR: RE-ROOFING PROJECT CONTRACT DATE: 02/09/11 PROJECT NOS: / /	Distribution to: OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
FROM CONTRACTOR: B&B SHEETMETAL & ROOFING, INC., 210 CENTENNIAL DRIVE BUFFALO, MN. 55313	VIA ARCHITECT: BKV GROUP 222 N 2ND STREET MPLS., MN. 55401		

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$ 134,000.00
2. NET CHANGE BY CHANGE ORDERS	\$.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 134,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 134,000.00
5. RETAINAGE:	
a. 5 % of Completed Work (Columns D + E on G703)	\$ 6,700.00
b. % of Stored Material (Column F on G703)	\$.00
Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$ 6,700.00
6. TOTAL EARNED LESS RETAINAGE	\$ 127,300.00
(Line 4 minus Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 124,577.04
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 2,722.96
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	\$ 6,700.00

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

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

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

CONTRACTOR:
 By: Brad Burns Date: 5/16/11

State of: Minnesota

County of: Wright

Subscribed and sworn to before me this 16th day of May 2011

Notary Public: Leora M. Minor

My commission expires: 1/31/16



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 2,722.96

(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: Gregory White Date: 6/1/11

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.

Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
 In tabulations below, amounts are in US dollars.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 3
APPLICATION DATE: 05/14/11
PERIOD TO: 05/31/11
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED <i>(Not in D or E)</i>	G		H BALANCE TO FINISH <i>(C - G)</i>	I RETAINAGE <i>(If variable rate)</i>
			FROM PREVIOUS APPLICATION <i>(D + E)</i>	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE <i>(D+E+F)</i>	% <i>(G ÷ C)</i>		
1	ROOFING LABOR	39,143.38	39,143.38	.00	.00	39,143.38	100	.00	1,957.17
2	ROOFING MATERIAL	61,273.56	61,273.56	.00	.00	61,273.56	100	.00	3,063.68
3	SHEETMETAL FAB LABOR	801.74	801.74	.00	.00	801.74	100	.00	40.09
4	SHEETMETAL INSTALL LABOR	9,554.23	6,687.96	2,866.27	.00	9,554.23	100	.00	477.71
5	SHEETMETAL MATERIAL	8,079.29	8,079.29	.00	.00	8,079.29	100	.00	403.96
6	CRANE	1,477.62	1,477.62	.00	.00	1,477.62	100	.00	72.38
7	SUBCONTRACT	.00	.00	.00	.00	.00	0	.00	.00
8	GENERAL CONDITIONS	13,700.18	13,700.18	.00	.00	13,700.18	100	.00	685.01
11	CHANGE ORDER	.00	.00	.00	.00	.00	0	.00	.00
GRAND TOTAL		134,000.00	131,133.73	2,866.27	.00	134,000.00	100	.00	6,700.00

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

ITEM 4F HAS BEEN MOVED TO THE REGULAR AGENDA.

IT NOW APPEARS AS:

ITEM 7D -

Consider Declaration of Property for Heritage Village Park.

There is no Item 4F on the Consent Agenda.

Thank you.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Joint Powers Agreement with Dakota County for Cost Contribution for Architectural and Engineering Services Related to the Mississippi River Regional Trail

Meeting Date: June 13, 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 the attached Joint Powers Agreement (JPA) between the City of Inver Grove Heights and Dakota County. The JPA establishes a reimbursement to the City from the County in the amount of \$30,000 for consultant services for the 66th St project and the architectural feasibility study in Heritage Village Park.

SUMMARY

The City and County are working cooperatively on improvements to 66th St and studying the future architectural style and use of the buildings proposed to be a part of Heritage Village Park. The JPA will reimburse the City \$25,000 for the services provided by SEH Inc. on 66th St and \$5,000 for the services provided by Partners & Sirny for the architectural feasibility.

If we proceed to construction, an additional JPA will be necessary outlining appropriate responsibilities and financial commitments of the City and County.

**JOINT POWERS AGREEMENT
BETWEEN DAKOTA COUNTY
AND
THE CITY OF INVER GROVE HEIGHTS
FOR COST CONTRIBUTION FOR ARCHITECTURAL AND ENGINEERING SERVICES
RELATED TO THE MISSISSIPPI RIVER REGIONAL TRAIL**

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, Dakota County (County) is a political subdivision of the State of Minnesota; and

WHEREAS, the City of Inver Grove Heights (City) is a Minnesota municipal corporation; and

WHEREAS, the Heritage Village Park and a portion of the Mississippi River Regional Trail (MRRT) are located in the City of Inver Grove Heights in Dakota County; and

WHEREAS, the County has a master plan for the MRRT that includes a trail head facility located in the approximate area of 66th Street in Inver Grove Heights; and

WHEREAS, the City has a master plan for Heritage Village Park that includes incorporation of County trail head facilities; and

WHEREAS, the City has retained an architecture firm to prepare architectural concepts, elevations, floor plans and cost estimates for four future park buildings within Heritage Village Park, with one of the four buildings being the regional trailhead facility for which the County is responsible ("Architectural Services"); and

WHEREAS, the estimated of the Architectural Services is \$18,530.00 and the City is requesting that the County contribute the sum of \$5,000.00 for said services; and

WHEREAS, the City has also retained a consultant for engineering related services related to site improvements, which includes a parking lot and utilities for the future MRRT trailhead facility ("Engineering Services"); and

WHEREAS, the estimated cost of the Engineering Services is \$156,000.00 and the City is requesting that the County contribute the sum of \$25,000.00 for said services; and

NOW, THEREFORE, in consideration of the mutual promises and benefits that the County and the City shall derive from this Agreement, the County and the City hereby enter into this Agreement for the purposes stated herein.

**ARTICLE 1
PURPOSE**

The purpose of this Agreement is to define the responsibilities and obligations of the County and the City for cost contribution to be provided by the County to the City for Architectural Services and Engineering Services related to the design of the future MRRT trail head facility in Heritage Village Park and related improvements ("Project").

**ARTICLE 2
PARTIES**

The parties to this Agreement are Dakota County, Minnesota (County) and the City of Inver Grove Heights, Minnesota (City).

**ARTICLE 3
TERM**

This Agreement shall be effective the date of the signatures of the parties to this Agreement and shall remain in effect until December 31, 2011, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.

**ARTICLE 4
COOPERATION**

The parties agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in an equitable and timely manner.

**ARTICLE 5
PAYMENT**

- 5.1 COST CONTRIBUTION AMOUNT.** The County shall provide funding to the City in an amount not to exceed \$5,000.00 for the Architectural Services and in an amount not to exceed \$25,000.00 for the Engineering Services to be utilized by the City for the authorized purpose described in Section 5.2 below.
- 5.2 AUTHORIZED PURPOSE.** The funding described in Section 5.1 may only be utilized for the payment of costs for the Architectural Services and the Engineering Services for the Project.
- 5.3 PAYMENT BY COUNTY.** The County shall make payment to the City on a reimbursement basis. Payment by the County will be made to the City after the County receives verification as provided in Section 6.2 below. Payment by the County shall be made within 45 days of receiving said verification.
- 5.4 RIGHT TO REFUSE PAYMENT.** The County may refuse to pay any claim that is not specifically authorized by this Agreement. Payment of a claim shall not preclude the County from questioning the propriety of the claim. The County reserves the right to offset any overpayment or disallowance of claim by reducing future payments.

**ARTICLE 6
CITY'S OBLIGATIONS**

- 6.1 AUTHORIZED PURPOSES.** The funding provided by the County to the City under this Agreement may only be used by the City for the authorized purpose set forth in Section 5.2 above.
- 6.2 VERIFICATION TO RECEIVE PAYMENT.** In order to receive the funding described in Section 5.1 above, the City shall submit an invoice to the County requesting payment. In addition to the invoice, the City shall submit to the County: (1) a completed report of the Architectural Services performed for the Project; and (2) a completed report of the Engineering Services performed for the Project.
- 6.3 ACKNOWLEDGEMENT.** The City shall appropriately acknowledge the funding assistance provided by the County pursuant to this Agreement in any promotional materials, signage, reports, publications, notices, and presentations concerning the Project.
- 6.4 COMPLIANCE WITH LAWS/STANDARDS.** The City shall abide by all federal, state, or local laws, statutes, ordinances, rules and regulations in the design of the Project.

**ARTICLE 7
INDEMNIFICATION**

Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. ch. 466 and other applicable laws govern liability of the County and the City.

**ARTICLE 8
REPORTING, ACCOUNTING AND AUDITING REQUIREMENTS**

- 8.1 ACCOUNTING AND RECORDS.** The City agrees to establish and maintain accurate and complete accounts, financial records and supporting documents relating to the receipt and expenditure of the funding provided in accordance with this Agreement. Such accounts and records shall be kept and maintained by the City for a minimum period of six years following the expiration of this Agreement.
- 8.2 AUDITING.** The books, records, documents and accounting procedures and practices of the City that are relevant to this Agreement are subject to examination by the County and the State Auditor for a minimum of six years following the expiration of this Agreement.
- 8.3 AUTHORIZED REPRESENTATIVES.** The following named persons are designated the Authorized Representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the authorized representative shall have only the authority specifically or generally granted by their respective governing boards. Notice required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement:

TO THE COUNTY: Lynn Thompson or successor, Director
Physical Development Division
14955 Galaxie Avenue
Apple Valley, MN 55124

TO THE CITY: George Tourville or successor, Mayor
City of Inver Grove Heights
8150 Barbara Ave.
Inver Grove Heights, MN 55077

In addition, notification to the County regarding termination of this Agreement by the other party shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, Minnesota 55033.

- 8.4 LIAISONS.** To assist the parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. The parties shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

County Liaison: Steve Sullivan
Telephone: (952) 891-7088
Steve.sullivan@co.dakota.mn.us

City Liaison: Eric Carlson
Telephone: (651) 450-2587
ecarlson@invergroveheights.org

**ARTICLE 9
MODIFICATIONS**

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, approved by the parties respective Boards, and signed by the Authorized Representatives of the County and the City.

**ARTICLE 10
TERMINATION**

- 10.1 IN GENERAL.** Either party may terminate this Agreement for cause by giving seven days' written notice or without cause by giving 30 days' written notice, of its intent to terminate, to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall mean

a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the Authorized Representative of the other party. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

10.2 TERMINATION BY COUNTY FOR LACK OF FUNDING. Notwithstanding any provision of this Agreement to the contrary, the County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if it's funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. Written notice of termination sent by the County to the City by facsimile is sufficient notice under this section. The County is not obligated to pay for any services that are provided after written notice of termination for lack of funding. The County will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

**ARTICLE 11
MINNESOTA LAW TO GOVERN**

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in Dakota County, Minnesota.

**ARTICLE 12
MERGER**

This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements.

**ARTICLE 13
SEVERABILITY**

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

**ARTICLE 14
SURVIVORSHIP**

The following provisions under this Agreement survive after the termination date of this Agreement: Section 6.3 (Acknowledgement); Section 7 (Indemnification); Section 8 (Reporting, Accounting and Auditing); Section 11 (Minnesota Law to Govern); and Section 13 (Severability).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

APPROVED AS TO FORM:

DAKOTA COUNTY

Assistant County Attorney/Date
K-11-175

County Board Res. No. 11-_____

By _____
Lynn Thompson, Director
Physical Development Division
Date of Signature: _____

CITY OF INVER GROVE HEIGHTS

By _____
George Tourville, Mayor
Date of Signature: _____

By _____
_____, City Clerk
Date of Signature: _____

DRAFT

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: June 13, 2011
 Item Type: Consent
 Contact:
 Prepared by: Joe Lynch, City Administrator
 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:

Council is asked to approve an agreement between James Gullickson and the City of Inver Grove Heights for payment of an outstanding assessment for improvements from Project 1987-15.

SUMMARY:

Resolution No. 4570, dated September 25, 1989 memorialized an agreement between James and Sharon Gullickson and the City of Inver Grove Heights deferring \$4,514.62 of an assessment of \$21,136.91 for P.I.D. No. 20-00500-010-76. At the time of the agreement the City and the Gullickson's stated that the deferral plus accrued interest, at the rate of 9% per year, would cease upon occurrence of any of the following:

- The subject property loses its tax classification as homestead property
- The subject property or a portion thereof is transferred, sold, donated or contracted to be sold
- The subject property is platted
- The subject property is improved with another structure
- There is additional improvements on the subject property
- June 1, 2019

Mr. Gullickson applied for and received permission for a two lot split in 1991. He claims that by allowing the platting of the property the deferred assessment should have been noticed on his property tax statements and he would have paid that amount at the time. I am not sure who was responsible for notification of the outstanding assessment, but it was not done.

Interest has been accruing on this deferred assessment since 1991 at the rate of 9% interest per year. This would amount to \$8,938.95. In discussions with Mr. Gullickson, we have reached an agreement that would essentially end the deferral period at 2004, which was 15 years from the project date of 1989, the length of term of the original assessment. This would change the outstanding amount of interest to \$5,282.11. The total amount owed for the principal remains the same as it was when it was set in 1991, \$4,514.62. Mr. Gullickson does still owe an amount, \$1,990.22 for a water hook up for the property which has to be paid upon either the earlier of a water connection of the property to the main or 2019.

RECOMMENDATION:

Staff recommends approval of the change in the interest amount owed on the deferred assessment for P.I.D. 20-0050-010-76 to end at 2004 for a total of \$5,282.11 plus the principal amount of \$4,514.62.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Receiving Bids and Awarding Contract for the 2011 Pavement Management Program, City Project No. 2011-09A – Cracksealing

Meeting Date: June 13, 2011
Item Type: Consent
Contact: Thomas J. Kaldunski, 651-450-2572
Prepared by: Thomas J. Kaldunski, City Engineer
Reviewed by: Scott D. Thureen, Public Works Director

TJK
SAT

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Resolution receiving bids and awarding contract for the 2011 Pavement Management Program, City Project No. 2011-09A – Cracksealing.

SUMMARY

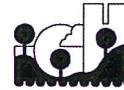
City Project No. 2011-09A was advertised with bids received and publicly read aloud at 10:00 a.m. on June 2, 2011. Two contractors submitted bids. The project area is shown on the attached map. Bid Alternate No. 1 is for cracksealing Upper 55th Street from Blackberry Trail to Cahill Avenue and Cahill Avenue from 70th Street to 80th Street.

Project funding for the base bid and alternate is provided through Fund 440 – the Pavement Management Capital Project Fund.

After further review of some larger cracks along Upper 55th Street, staff has determined that a small amount of crack footage should be completed by a flex-patch sealant application. The flex-patch sealant is a polymer modified asphaltic compound which is more effective sealant for cracks wider than 1-1/2 inches. A change order for applying this material will be presented at a future meeting. All crack seal and seal coat maintenance expenses will be kept under the \$400,000 annual budget for these activities.

Public Works/Engineering recommends adopting the resolution receiving bids and awarding the contract for City Project No. 2011-09A – Cracksealing to Fahrner Asphalt for the base bid in the amount of \$115,735.00 and for Alternate No. 1 in the amount of \$41,680.00, for a total bid amount of \$157,415.00.

TJK/kf
Attachments: Map
Minutes of Bid Opening
Bid Tabulation
Resolution

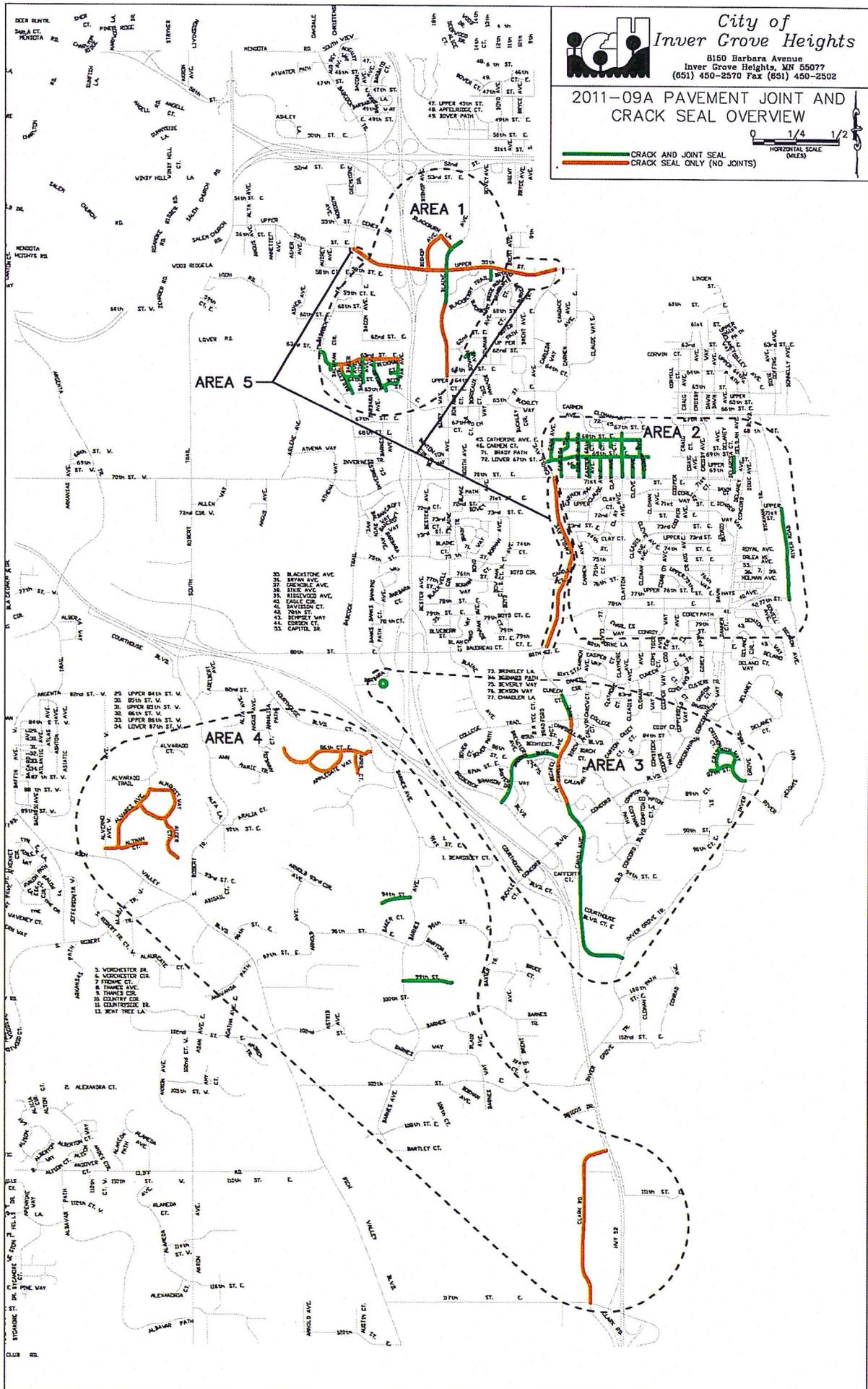


City of
Inver Grove Heights

8150 Barbara Avenue
Inver Grove Heights, MN 55077
(651) 450-2570 Fax (651) 450-2502

2011-09A PAVEMENT JOINT AND
CRACK SEAL OVERVIEW

CRACK AND JOINT SEAL
CRACK SEAL ONLY (NO JOINTS)



**CITY OF INVER GROVE HEIGHTS
8150 Barbara Avenue
Inver Grove Heights, MN 55077**

Minutes of Bid Opening on Thursday, June 2, 2011

**CITY PROJECT NO. 2011-09A
CRACKSEALING PROGRAM**

Pursuant to an advertisement for bids for City Project No. 2011-09A – Cracksealing Program, an administrative meeting was held on June 2, 2011 for the purpose of bid opening. Bids were opened and read aloud.

Attending the meeting were:

Kathy Fischer, Public Works Support Specialist
Thomas J. Kaldunski, City Engineer
Steve Dodge, Assistant City Engineer
Pete Capistrant, Allied Blacktop

Bids were opened and read aloud as follows:

City Project No. 2011-09A - Cracksealing

Company	5% Bid Bond	Alternate 1 Acknowledged	Base Bid	Alternate No. 1	Total Base Bid Plus Alternates
Fahrner Asphalt	Yes	Yes	\$115,735.00	\$ 41,680.00	\$ 157,415.00
Astech Corp.	Yes	Yes	\$ 116,333.00	\$ 42,272.00	\$ 158,605.00

Submitted by:



Steve W. Dodge, P.E., Assistant City Engineer

CITY PROJECT NO. 2011-09A - CRACKSEALING BID TAB

Base Bid	Unit	Est. Qty	Engineer's Estimate		Fahrner Asphalt		Astech Corp.	
			Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Unit Price
F & I Crack Sealant	STA	703	\$114.25	\$80,300.00	\$145.00	\$101,935.00	\$151.00	\$106,153.00
Street Sweeping	HR	80	\$100.00	\$8,000.00	\$85.00	\$6,800.00	\$96.00	\$7,680.00
Traffic Control	LS	1	\$2,000.00	\$2,000.00	\$7,000.00	\$7,000.00	\$2,500.00	\$2,500.00
						\$ 115,735.00		\$ 116,333.00

Bid Alternate No. 1	Unit	Est. Qty	Engineer's Estimate		Fahrner Asphalt		Astech Corp.	
			Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price
F & I Crack Sealant	STA	78	\$500.00	\$39,000.00	\$485.00	\$37,830.00	\$504.00	\$39,312.00
Street Sweeping	HR	10	\$100.00	\$1,000.00	\$85.00	\$850.00	\$96.00	\$960.00
Traffic Control	LS	1	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00
						\$ 41,680.00		\$ 42,272.00

Base + Alternate \$ 157,415.00 Base + Alternate \$ 158,605.00

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

**RESOLUTION RECEIVING BIDS AND AWARDING CONTRACT FOR THE 2011 PAVEMENT
MANAGEMENT PROGRAM, CITY PROJECT NO. 2011-09A – CRACKSEALING TO FAHRNER
ASPHALT IN THE AMOUNT OF \$157,415.00 (BASE BID PLUS ALTERNATE NO. 1)**

RESOLUTION NO. _____

WHEREAS, pursuant to an advertisement for bids for the 2011 Pavement Management Program, City Project 2011-09A, Cracksealing, bids were received, opened, read aloud, and tabulated according to law. The following bids were received complying with the advertisement:

City Project No. 2011-09A - Cracksealing

Company	5% Bid Bond	Alternate 1 Acknowledged	Base Bid	Alternate No. 1	Total Base Bid Plus Alternates
Fahrner Asphalt	Yes	Yes	\$115,735.00	\$ 41,680.00	\$ 157,415.00
Astech Corp.	Yes	Yes	\$ 116,333.00	\$ 42,272.00	\$ 158,605.00

WHEREAS, Fahrner Asphalt is the lowest responsible bidder including the base bid plus Alternate No. 1.

**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 Fahrner Asphalt, in the name of the City of Inver Grove Heights, for City Project 2011-09A, 2011 Cracksealing Program 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. Project financing for the base bid and alternate no. 1 shall be provided by Fund 440 Pavement Management Capital Project Fund.

Adopted by the City Council of Inver Grove Heights this 13th day of June 2011.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Receiving Bids and Awarding Contract for the 2011 Pavement Management Program, City Project No. 2011-09B – Sealcoating

Meeting Date: June 13, 2011
 Item Type: Consent DK
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input 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, Park Maintenance Fund (Fund 444)

PURPOSE/ACTION REQUESTED

Resolution receiving bids and awarding contract for the 2011 Pavement Management Program, City Project No. 2011-09B – Sealcoating.

SUMMARY

City Project No. 2011-09B was advertised with bids received and publicly read aloud at 10:00 a.m. on June 2, 2011. Three contractors submitted bids. The sealcoat area map is attached.

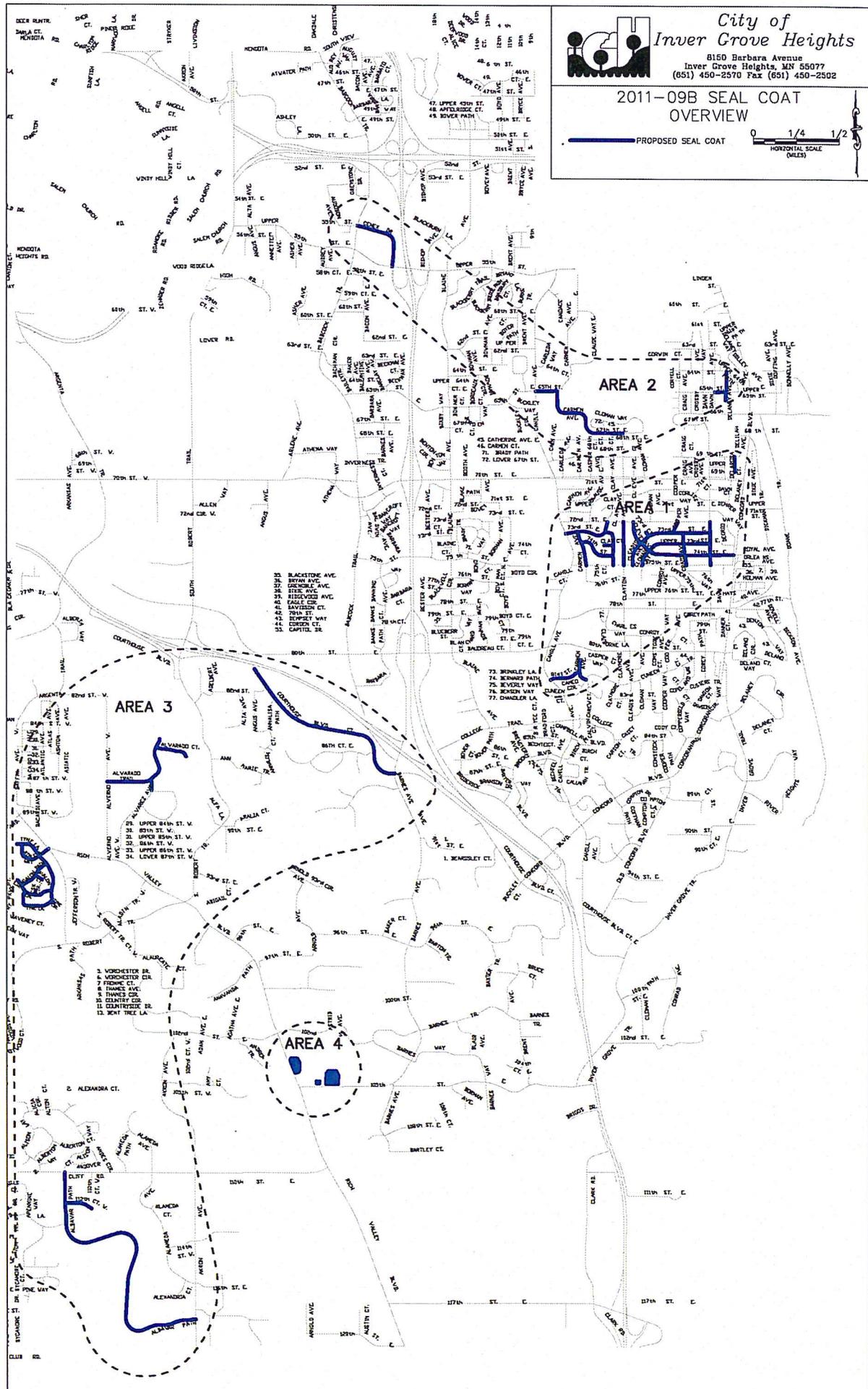
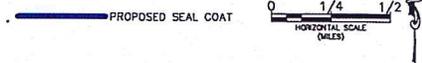
Bid Alternate No. 1 is for sealcoating Rich Valley Park parking lots. Eric Carlson, Parks and Recreation Director, has authorized sealcoating the parking lots with the positive bid received. The bid is approximately \$10,000 under last year's rejected bid, for the same work.

Project funding for the base bid is provided through Fund 440 – the Pavement Management Capital Project Fund. Alternate No. 1 will be funded through the Park Maintenance Fund.

Public Works/Engineering recommends adopting the resolution receiving bids and awarding the contract for City Project No. 2011-09B – Sealcoating to Pearson Bros., Inc., for the base bid in the amount of \$222,258.59 and for the Alternate No. 1 in the amount of \$33,359.00 for a total bid amount of \$255,617.59.

TJK/kf
 Attachments: Area Map
 Minutes of Bid Opening
 Bid Tabulation
 Resolution

2011-09B SEAL COAT OVERVIEW



**CITY OF INVER GROVE HEIGHTS
8150 Barbara Avenue
Inver Grove Heights, MN 55077**

Minutes of Bid Opening on Thursday, June 2, 2011

**CITY PROJECT NO. 2011-09B
SEALCOATING PROGRAM**

Pursuant to an advertisement for bids for City Project No. 2011-09B – Sealcoating Program, an administrative meeting was held on June 2, 2011 for the purpose of bid opening. Bids were opened and read aloud.

Attending the meeting were:

Kathy Fischer, Public Works Support Specialist
Thomas J. Kaldunski, City Engineer
Steve W. Dodge, Assistant City Engineer
Pete Capistrant, Allied Blacktop

Bids were opened and read aloud as follows:

City Project No. 2011-09B - Sealcoating

Company	5% Bid Bond	Addendum 1 Acknowledged	Base Bid	Alternate No. 1	Total Base Bid Plus Alternates
Pearson Bros., Inc.	Yes	Yes	\$222,258.59	\$33,359.00	\$255,617.59
Allied Blacktop	Yes	Yes	\$227,128.27	\$38,992.00	\$266,120.27
Astech Corp.	Yes	Yes	\$226,527.58	\$45,405.00	\$271,932.58

Submitted by:



Steve W. Dodge, P.E., Assistant City Engineer

CITY PROJECT NO. 2011-09B - SEALCOATING BID TAB

Base Bid	Unit	Est. Qty	Engineer's Estimate		Pearson Bros.		Astech Corp.		Allied Blacktop	
			Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price
Street Sweeping	Hours	80	\$100.00	\$8,000.00	\$5.00	\$5,200.00	\$100.00	\$8,000.00	\$120.00	\$9,600.00
Seal Coating (FA-2 Class A)	SY	161,113	\$1.20	\$193,335.60	1.13	\$182,057.69	1.12	\$180,446.56	1.08	\$174,002.04
Seal Coat Aggregate (FA-3 Class A)	SY	22,770	\$1.30	\$29,601.00	1.20	\$27,324.00	1.25	\$28,462.50	1.36	\$30,967.20
Pavement Message (Left Arrow) Latex	EA	2	\$200.00	\$400.00	70.00	\$140.00	65.00	\$130.00	75.00	\$150.00
Pavement Message (Right/Thru Arrow) Latex	EA	1	\$200.00	\$200.00	95.00	\$95.00	85.00	\$85.00	100.00	\$100.00
Linear Markings 4" Width Latex Solid White	LF	11,634	\$0.50	\$5,817.00	0.11	\$1,279.74	0.11	\$1,279.74	0.12	\$1,396.08
Linear Markings 4" Width Latex Broken Yellow	LF	0	\$0.50	\$0.00	-	\$-	0.11	\$-	0.13	\$-
Linear Markings 12" Width Latex Solid White	LF	280	\$1.80	\$504.00	2.50	\$700.00	2.50	\$700.00	2.65	\$742.00
Linear Markings 24" Width Latex Solid White	LF	40	\$2.20	\$88.00	2.80	\$112.00	2.80	\$112.00	2.95	\$118.00
Linear Markings 24" Width Latex Solid Yellow	LF	84	\$2.20	\$184.80	2.20	\$184.80	2.80	\$235.20	2.30	\$193.20
Linear Markings 4" Latex Solid Double Yellow	LF	9,439	\$0.70	\$6,607.30	0.24	\$2,265.36	0.22	\$2,076.58	0.25	\$2,359.75
Traffic Control	LS	1	\$5,000.00	\$5,000.00	2,900.00	\$2,900.00	5,000.00	\$5,000.00	7,500.00	\$7,500.00
				\$249,737.70		\$222,258.59		\$226,527.58		\$227,128.27

Bid Alternate No. 1	Unit	Est. Qty	Engineer's Estimate		Pearson Bros.		Astech Corp.		Allied Blacktop	
			Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price
Seal Coating (FA-2 Class A)	SY	25,300	\$1.40	\$35,420.00	1.13	\$28,589.00	1.55	\$39,215.00	1.34	\$33,902.00
Pavement Message (Handicap Parking) Latex	EA	6	\$200.00	\$1,200.00	70.00	\$420.00	65.00	\$390.00	75.00	\$450.00
Linear Markings 4" Width Latex Solid White	LF	14,500	\$0.50	\$7,250.00	0.30	\$4,350.00	0.40	\$5,800.00	0.32	\$4,640.00
				\$43,870.00		\$33,359.00		\$45,405.00		\$38,992.00
					Base + Alternate	\$255,617.59	Base + Alternate	\$271,932.58	Base + Alternate	\$266,120.27

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

**RESOLUTION RECEIVING BIDS AND AWARDING CONTRACT FOR THE 2011 PAVEMENT
MANAGEMENT PROGRAM, CITY PROJECT NO. 2011-09B – SEALCOATING TO PEARSON BROS.,
INC., IN THE AMOUNT OF \$255,617.59 (BASE BID AND ALTERNATE NO. 1)**

RESOLUTION NO. _____

WHEREAS, pursuant to an advertisement for bids for the 2011 Pavement Management Program, City Project 2011-09B, Sealcoating, bids were received, opened, read aloud, and tabulated according to law. The following bids were received complying with the advertisement:

Company	5% Bid Bond	Addendum 1 Acknowledged	Base Bid	Alternate No. 1	Total Base Bid Plus Alternates
Pearson Bros., Inc.	Yes	Yes	\$222,258.59	\$33,359.00	\$255,617.59
Allied Blacktop	Yes	Yes	\$227,128.27	\$38,992.00	\$266,120.27
Astech Corp.	Yes	Yes	\$226,527.58	\$45,405.00	\$271,932.58

WHEREAS, Pearson Bros., Inc., is the lowest responsible bidder which includes the base bid and alternate no. 1.

**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 Pearson Bros., Inc., in the name of the City of Inver Grove Heights, for City Project 2011-09B, 2011 Sealcoating Program according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.
3. 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.
4. Project funding for the base bid shall be provided by Fund 440 - Pavement Management Capital Project Fund. Project funding for Alternate No. 1 bid shall come from Fund 444 - Park Maintenance Fund.

Adopted by the City Council of Inver Grove Heights this 13th day of June 2011.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Accept Proposals for Concrete Removal and Replacement Services

Meeting Date: June 13, 2011
 Item Type: Consent
 Contact: Barry Underdahl, Street
 Maintenance Superintendent,
 651-775-3319
 Prepared by: Scott D. Thureen, Public Works
 Director *SAT*
 Reviewed by:

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: Developer Assessments, Pavement Management Fund

PURPOSE/ACTION REQUESTED

Accept proposals for concrete removal and replacement services.

SUMMARY

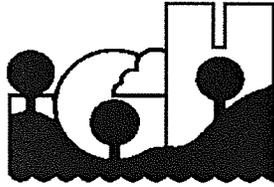
Each year, the Street Maintenance budget includes funding to hire contractors to remove and replace damaged concrete sidewalk panels, damaged concrete curb and gutter, and pedestrian ramps. The approved 2011 budget includes \$34,000 for this work.

The Street Maintenance Division requested and received quotes from Hardline Concrete and Bailey Construction. The quotes are identical, and the Street Maintenance Superintendent recommends accepting both to provide scheduling flexibility.

I recommend accepting the proposals from Hardline Concrete and Bailey Construction. The work would be funded from Street Maintenance budget line item 101-5200-443.40-46.

SDT/kf

Attachments: Memo from Barry Underdahl
 Proposals



City of Inver Grove Heights
Streets/Central Equipment

MEMORANDUM

TO: Scott Thureen
FROM: Barry Underdahl
SUBJECT: Concrete Maintenance
DATE: 6-7-2011

Background

I requested and received quotes to remove and replace problem sidewalk sections, curbing and pedestrian ramps. The quotes are from Hardline Concrete and Bailey Construction. We have hired both companies in the past and are familiar with their work.

The prices below include all labor and materials.

Hardline Concrete

R&R curb & gutter	\$25 per lineal ft.
R&R 4" sidewalk	\$4.85 per sq. ft.
R&R 6" sidewalk	\$6.35 per sq. ft.
Pedestrian Ramps w/ truncated domes	\$50 per sq. ft.

Bailey Construction

R&R curb & gutter	\$25 per lineal ft.
R&R 4" sidewalk	\$4.85 per sq. ft.
R&R 6" sidewalk	\$6.35 per sq. ft.
Pedestrian Ramps w/ truncated domes	\$50 per sq. ft.

Recommendation

I recommend accepting the quotes from both Hardline Concrete and Bailey Construction to repair curb, sidewalk and pedestrian ramps throughout the community. Work will be performed at my direction as needed.

This will be paid from budget line item 101-5200-443-40-46.

Proposal

Page # _____ of _____ pages

BAILEY CONSTRUCTION
 P.O. BOX 87
 STILLWATER, MN 55082
 (651) 351-7527 (715)247-3811 FAX

Arti Barry Underdahl

Proposal Submitted To: <u>Emergrave Heights</u>		Job Name	Job #
Address		Job Location	
		Date <u>4-11-2011</u>	Date of Plans
Phone #	Fax # <u>651-455-9405</u>	Architect	

We hereby submit specifications and estimates for:

Remove & Replace curb & gutter at various locations B6-18 + surmountable #25 L.P.

Remove & Replace sidewalks at various locations 4" 4.85 sq ft 6" 6.35 sq ft

Truncated domes \$50 sq ft

We propose hereby to furnish material and labor — complete in accordance with the above specifications for the sum of:

\$ _____ on completion _____ Dollars

with payments to be made as follows: _____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

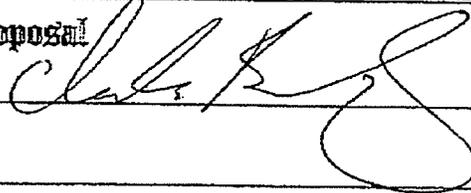
Respectfully submitted _____

Note — this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

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

Signature _____



Date of Acceptance _____

Signature _____

H A R D L I N E

5-2-2011

Barry Underdahl (City of IGH)

IGH, MN

Proposal: Curb and Sidewalk

Description: 1.)

- | | |
|----------------------------------|-----------|
| - Remove and replace curb B6- 18 | \$25/lf |
| - Remove and replace 4" sidewalk | \$4.85/sf |
| - Remove and replace 6" sidewalk | \$6.35/sf |
| - Truncated domes | \$50/sf |

Payment: 30 days upon billing date

7421 Bester Avenue Inver Grove Heights, MN 55076 (651)387-2867 www.jondietrich@comcast.net

www.hardlineconcreteandmasonry.com

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Irrigation Agreements with Gerten's – City Project 2010-09I Blaine Ave. (North)

Meeting Date: June 13, 2011
 Item Type: Consent TK
 Contact: Tom Kaldunski: 651-450-2572
 Prepared by: Tom Kaldunski, City Engineer
 Reviewed by: Scott Thureen, Public Works Director ST

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

PURPOSE/ACTION REQUESTED

Approve the execution of two agreements related to the business owner's irrigation system on the City Project 2010-09I Blaine Ave. (North)

SUMMARY

The City has been coordinating the Blaine Ave (North) City Project 2010-09I with an adjacent landowner (Gerten's) for this upcoming project. The City and the business owner have previously executed an agreement outlining the terms for project related costs associated with the street improvements.

Gerten's has an existing irrigation system on the east side of Blaine Ave. near their business sign adjacent to Upper 55th St. The City has prepared two agreements related to the irrigation system at the Gerten's request.

The City is allowing Gerten's to remove and replace the irrigation system owned by Gertens. The Agreement entitled Irrigation Facilities Removal and Replacement Agreement sets forth the obligations of Gerten's. The agreement will not be recorded. Gerten's requested this agreement because they can do the work with their crews and avoid any contractor markups on a Public Bid. Sheet 2 of 8 for the Blaine Ave. project is attached to illustrate the location of the system. This agreement requires Gerten's to coordinate it's activities with the City Contractor to get the irrigation system out of the way of the replacement sidewalk along Blaine Avenue. Gerten's is required to submit a new irrigation plan to the City for approval and install the new irrigation system in a timely basis with the Blaine Ave. Project. This agreement expires at the end of the project.

The second agreement entitled Agreement Relating to Business Operator Improvements within City Right-of-Way will be recorded. This agreement confirms the rights of Gerten's to keep the irrigation system within the City boulevard area, subject to the terms and conditions of the agreement.

It is recommended that the City Council authorize the executions of both agreements as outlined in the memo.

TK/dp

Enclosures: 2 Agreements
Plan sheet of location

**AGREEMENT RELATING TO BUSINESS OPERATOR
IMPROVEMENTS WITHIN CITY RIGHT-OF-WAY
IN THE CITY OF INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT RELATING TO BUSINESS OPERATOR IMPROVEMENTS WITHIN CITY RIGHT-OF-WAY (Agreement) is made this 13th day of June, 2011, by and between the City of Inver Grove Heights (City), a Minnesota municipal corporation and Robert L. Gerten and Virginia B. Gerten, husband and wife as tenants in common and GLG Properties, a Minnesota general partnership (individually and collectively Business Operator). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

ARTICLE 1
TERMS

1.1 Terms. Unless specifically defined elsewhere in this Agreement, the following terms shall have the following meanings.

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

1.3 Assessable Lot. “Assessable Lot” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota and legally described on the attached Exhibit A.

1.4 City Right-of-Way. “City Right-of-Way” means Blaine Avenue from Upper 55th Street to Interstate Highway 494.

1.5 Business Operator. “Business Operator” means individually and collectively Robert L. Gerten and Virginia B. Gerten, husband and wife as tenants in common, and their successors and assigns and GLG Properties, a Minnesota general partnership, and its successors and assigns.

1.6 Formal Notice. “Formal Notice” means notice given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the

United States mail in a sealed envelope, by certified mail, return receipt requested, with postage prepaid, addressed as follows:

IF TO CITY:

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

IF TO BUSINESS OPERATOR:

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

1.7 Business Operator Improvements. “Business Operator Improvements” means the irrigation system constructed according to the Irrigation Plan.

1.8 City Right-of-Way Improvements. “City Right-of-Way Improvements” means all existing and future street, boulevard and sidewalk improvements and all existing and future sanitary sewer, municipal water and storm water pipes, conduits, culverts, ditches, ponds, catch basins, water collection mechanisms, drainage facilities, maintenance access routes and other utility appurtenances lying within the City Right-of-Way now or in the future.

1.9 Irrigation Plan. “Irrigation Plan” means that certain plan showing the location of the Business Operator Improvements in the City Right-of-Way after the construction of City Project 2010-09I. The Irrigation Plan is on file with the City.

1.10 City Right-of-Way Costs. “City Right-of-Way Costs” means all costs incurred by the City, (whether performed by the City or its agents or contractors), for the inspection of and access to and repair, maintenance, replacement, and expansion of the City’s Right-of-Way Improvements located in the City Right-of-Way and the placement of additional City Right-of-Way Improvements in the City Right-of-Way. City Right-of-Way Costs, include, without limitation: excavation costs, labor costs, costs of removing fill, costs of re-burying the City Right-of-Way Improvements, re-compacting the soils over the City Right-of-Way Improvements, restoring the City Right-of-Way area, and all engineering and attorneys’ fees incurred in connection therewith. City Right-of-Way Costs also include the costs of temporarily removing the Business Operator Improvements and subsequently replacing the Business Operator Improvements in the City Right-of-Way, if such costs have not already been paid by the Business Operator.

1.11 Pre-Encroachment Costs. “Pre-Encroachment Costs” means a reasonable estimate by the City of the costs the City would have incurred for City Right-of-Way Costs if the Business Operator Improvements did not exist.

1.12 Cost Differential. “Cost Differential” means the difference between the Pre-Encroachment Costs and the City Right-of-Way Costs caused by the existence of the Business Operator Improvements. The City’s reasonable determination of the amount of the Cost Differential shall be binding on the Business Operator. The City’s reasonable determination shall be appropriately supported by cost estimates obtained from independent contractors or engineers.

ARTICLE 2
RECITALS

Recital No. 1. The undersigned Business Operator (either individually or collectively) has an ownership interest in the Assessable Lot located in Inver Grove Heights, Dakota County, Minnesota. The Business Operator owns, maintains, operates or leases a number of properties along the City Right-of-Way.

Recital No. 2 The City owns the City Right-of-Way. The City Right-of-Way Improvements are within the City Right-of-Way and future City Right-of-Way Improvements may be located within the City Right-of-Way.

Recital No. 3. Business Operator has requested permission from the City to place Business Operator Improvements within the City Right-of-Way for the benefit of the various properties that the Business Operator owns, maintains, operates or leases along the City Right-of-Way.

Recital No. 4. Subject to the terms of this Agreement, the City is willing to allow the Business Operator Improvements to be placed within the within the City Right-of-Way if the following conditions are met:

- a.) The Business Operator maintains the Business Operator Improvements;
- b.) The Business Operator agree to pay the City any Cost Differential relating to inspections, access, repair, maintenance, replacement and expansion of the existing City Right-of-Way Improvements and the placement of any future City Right-of-Way Improvements in the City Right-of-Way.
- c.) The Business Operator agrees to temporarily remove the Business Operator Improvements in the event the City has need to access the area where the Business Operator Improvements exist in order for the City to inspect, repair, maintain, replace and expand the existing City Right-of-Way Improvements or construct future City Right-of-Way Improvements in the City Right-of-Way.
- d.) The Business Operator agrees to reconfigure, relocate or remove the Business Operator Improvements if the Business Operator Improvements interfere with the City Right-of-Way Improvements.

NOW, THEREFORE, THE CITY OF INVER GROVE HEIGHTS AND THE UNDERSIGNED BUSINESS OPERATOR, FOR THEMSELVES, AND THEIR SUCCESSORS AND ASSIGNS DO HEREBY AGREE:

ARTICLE 3
AGREEMENTS

3.1 Construction And Maintenance Of Business Operator Improvements. Under the terms and conditions stated herein, the Business Operator, at its own cost, is hereby authorized by the City to make the Business Operator Improvements within the City Right-of-Way. The Business Operator Improvements shall only be placed at the locations specified in

the Irrigation Plan. The Business Operator Improvements must be constructed according to the Irrigation Plan.

The Business Operator shall not place any other structures, buildings, fences, landscaping, trees or shrubs within the City Right-of-Way, except for the Business Operator Improvements. After construction, the Business Operator, at its own expense, shall maintain and repair the Business Operator Improvements.

3.2 City Not Responsible For Business Operator Improvements. Nothing contained herein shall be deemed an assumption by the City of any responsibility for construction, maintenance, replacement or repair of the Business Operator Improvements.

3.3 Continuing Right To City Right-of-Way. Nothing contained herein shall be deemed a waiver or abandonment or transfer of the right, title and interest that the City holds to the City Right-of-Way.

3.4 Subordinate Position Of Business Operator Improvements. The Business Operator Improvements are subordinate to the rights of the City in the City Right-of-Way and in the City Right-of-Way Improvements.

3.5 Risk Of Loss. The Business Operator understands and agrees that the Business Operator Improvements within the City Right-of-Way may be adversely affected by use of the City Right-of-Way. The parties agree that the City is not responsible for such events; the City shall have no liability to the Business Operator such events. The Business Operator assumes the risk of installing the Business Operator Improvements in the City Right-of-Way area.

3.6 Business Operator To Bear Cost Of Relocating Business Operator Improvements. The City is responsible for the repair and maintenance of the City Right-of-Way Improvements in the City Right-of-Way.

The City may require the Business Operator temporarily remove and subsequently replace the Business Operator Improvements in the City Right-of-Way in order for the City to gain access to the City Right-of-Way Improvements for the purpose of inspecting, repairing, maintaining, replacing or expanding the City Right-of-Way Improvements or adding future City Right-of-Way Improvements.

If the Business Operator does not perform such tasks, the City may perform such tasks and in such case the Business Operator shall reimburse the City for the City's costs and expenses. Prior to commencing such tasks, the City shall send Formal Notice to the Business Operator and allow the Business Operator twenty (20) days from the date of the Formal Notice to perform the tasks. If the Business Operator have not completed the work within the twenty (20) days, then the City may proceed to perform the tasks. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Business Operator. The Business Operator must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility billings within the City.

3.7 Emergency. Notwithstanding the requirements contained in Sections 3.6 relating to a twenty (20) day Formal Notice to the Business Operator to perform its obligations under Sections 3.6, the City shall not be required to give such Formal Notice if the City's

engineer determines that an emergency exists. In such instance, the City, without giving Formal Notice to the Business Operator may perform the work and in such case the Business Operator shall reimburse the City for the costs and expenses relating to the work. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Business Operator. The Business Operator must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility bills within the City.

3.8 Cost Deferral. If a Cost Deferral occurs relating to the access to or inspection, maintenance, repair or replacement of the City Right-of-Way Improvements or relating to construction of new City Right-of-Way Improvements in the future, then the Business Operator shall pay the Cost Deferral to the City. The Business Operator must make payment for the Cost Deferral within 30 days after the City has sent a written invoice for the Cost Deferral to the Business Operator.

3.9 Modifications To Business Operator Improvements. If in the future the City reasonably determines that the Business Operator Improvements interfere with access for inspection or with repair, maintenance, reconstruction, replacement or expansion of City Right-of-Way Improvements, then the Business Operator, at its own expense, shall make such modifications to the Business Operator Improvements as directed by the City. Such modifications may include, but are not limited to, reconfiguration, removal or relocation of the Business Operator Improvements.

If Business Operator does not make the modifications, the City may make the modifications and in such case the Business Operator shall reimburse the City for the City's costs and expenses. Prior to commencing such modifications, the City shall send Formal Notice to the Business Operator and allow the Business Operator twenty (20) days from the date of the Formal Notice to make the modifications. If Business Operator does not completely make the modifications, the City may proceed to make the modifications. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Business Operator. The Business Operator must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work relating to the modifications.

3.10 Remedies. If the Business Operator fails to perform its obligations under this Agreement, then the City may avail itself of any remedy afforded by law or in equity and any of the following non-exclusive remedies:

- a.) The City may specifically enforce this Agreement.
- b.) If the Business Operator fails to make payments under Section 3.6, 3.7, 3.8 or 3.9, then the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Assessable Lot in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Business Operator waives any and all procedural and substantive objections to the imposition of such usual and

customary charges on the Assessable Lot. The amount certified to be collected for taxes shall be allocated among the properties within the Assessable Lot on the basis of the gross acreage of each such property in relation to the total gross acreage of the Assessable Lot.

Further, as an alternate means of collection, if the written billing is not paid by the Business Operator, the City, without notice and without hearing, may specially assess the Assessable Lot for the costs and expenses incurred by the City. The Business Operator hereby waives any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Assessable Lot. The Business Operator waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Business Operator acknowledges that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Assessable Lot. If the amount is assessed, the special assessment shall be allocated among the properties within the Assessable Lot on the basis of the gross acreage of each such property in relation to the total gross acreage of the Assessable Lot.

No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

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

- a.) The Business Operator Improvements;
- b.) Installation and maintenance of the Business Operator Improvements;
- c.) Failure by the Business Operator to observe or perform any covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement; and
- d.) Use of the City Right-of-Way for Business Operator Improvements.

3.12 City Duties. Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Business Operator's obligations contained in Article 3 if the Business Operator does not perform such obligations.

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

3.14 Recording. The City may record this Agreement against the Assessable Lot.

3.15 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Assessable Lot and shall be binding upon the heirs, successors, administrators and assigns of the parties.

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

By: _____
Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 13th day of June, 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

BUSINESS OPERATOR:

By: _____
Robert L. Gerten

By: _____
Virginia B. Gerten

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of June, 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

**BUSINESS OPERATOR:
GLG PROPERTIES**

By: _____
A General Partner

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of June, 2011, before me a Notary Public within and for said County, personally appeared _____ to me personally known, who being by me duly sworn, did say that he is a general partner of GLG Properties, a Minnesota partnership, the partnership named in the foregoing instrument, and that said instrument was signed on behalf of said partnership by authority of general partners and said _____ acknowledged said instrument to be the free act and deed of the partnership.

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 ASSESSABLE LOT

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

AND

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

AND

The West ½ of the Southwest ¼ of the Northeast ¼ 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

AND

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

AND

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

AND

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

AND

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

IRRIGATION FACILITIES REMOVAL AND REPLACEMENT AGREEMENT

THIS IRRIGATION FACILITIES REMOVAL AND REPLACEMENT AGREEMENT (Agreement) is made, entered into and effective this 13th day of June, 2011, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and GLG Properties, a Minnesota general partnership (hereafter referred to as Business Operator). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1 **DEFINITIONS**

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

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

1.3 Business Operator. “Business Operator” means GLG Properties, a Minnesota general partnership, and its successors and assigns.

1.4 Irrigation Facilities. “Irrigation Facilities” means each and all of the following, singularly and collectively, to the extent located along Blaine Avenue from Upper 55th Street to Interstate Highway 494 and either owned, maintained or installed by the Business Operator:

Any existing irrigation facilities, equipment, feeder water lines and related piping, valves and devices.

1.5 Property. “Property” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota, used, maintained, owned, leased, operated or controlled by Business Operator in the Project Area.

1.6 Project. “Project” means the Blaine Avenue (North Area) Full Depth Mill and Repave Project, City Project No. 2010-09I.

1.7 Project Area. “Project Area” means that area along Blaine Avenue from Upper 55th Street to Interstate Highway 494 within which the Project is being constructed.

1.8 Engineering Guidelines. “Engineering Guidelines” means those certain guidelines prepared by the City Engineer set forth on the attached **Exhibit A.**

ARTICLE 2 **RECITALS**

Recital No. 1. Business Operator operates a business located in the Project Area.

Recital No. 2. The City will be constructing the Project. As part of the Project, the City will be constructing a sidewalk within the public right-of-way. In conjunction with the Project, there is a need to temporarily remove and replace Business Operator’s Irrigation Facilities located in the Project Area.

Recital No. 3. The Business Operator has requested that the City allow the Business Operator to perform the work associated with temporarily removing and replacing the Irrigation Facilities located within the Project Area.

Recital No. 4. By this Agreement the parties seek to impose upon the Business Operator the responsibility of removing and replacing the Irrigation Facilities consistent with the Engineering Guidelines.

ARTICLE 3 **RESPONSIBILITIES OF BUSINESS OPERATOR**

3.1 Removal and Replacement of Irrigation Facilities. In conjunction with the City’s construction of the Project, the Business Operator agrees that, at the sole expense of the Business Operator, the Irrigation Facilities shall be removed and replaced in accordance with the Engineering Guidelines. The Business Operator agrees to schedule and conduct the removal and replacement so as not to interfere with the City’s construction contractor and so as not to delay the activities of the City’s construction contractor. The work of the Business Operator is subject to the inspection and approval of the City.

The Business Operator shall complete its work by the time deadline set by the City Engineer.

3.2 Release of City. Business Operator hereby releases and discharges the City from any claims, demands, actions or causes of action relating to, arising out of or resulting from removal and replacement of the Irrigation Facilities.

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

- a.) failure by the Business Operator to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;
- b.) failure by the Business Operator to pay contractors, subcontractors, laborers, or materialmen relating to the removal and replacement of the Irrigation Facilities; and
- c.) failure by the Business Operator to pay for any materials that may be used by it to remove and replace the Irrigation Facilities.

3.4 Temporary Right and License to Enter. The Business Operator acknowledges that the Irrigation Facilities may be located in whole or in part within public easements.

The City hereby grants to the Business Operator a temporary right and license up to November 15, 2011 to enter public easements and public road rights-of-way for the purpose of performing the work associated with temporarily removing and replacing the Irrigation Facilities.

The Business Operator hereby grants to the City a temporary right and license up to November 15, 2011 to access and enter the Property for the purpose of inspecting the work associated with temporarily removing and replacing the Irrigation Facilities.

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

ARTICLE 4 **RESPONSIBILITIES OF CITY**

4.1 Topsoil Replacement. The City is responsible for placing a minimum of 4" select topsoil over the area where the Irrigation Facilities will be placed prior to the replacement

of the Irrigation Facilities by the Business Operator.

4.2 Inspection by City. The City will inspect and approve the work required of the Business Operator pursuant to this Agreement as part of the Project.

ARTICLE 5
MISCELLANEOUS

5.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this Agreement shall be binding upon the parties and the successors and assigns of the parties.

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

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

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

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

If to City:

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

If to Business Operator :

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

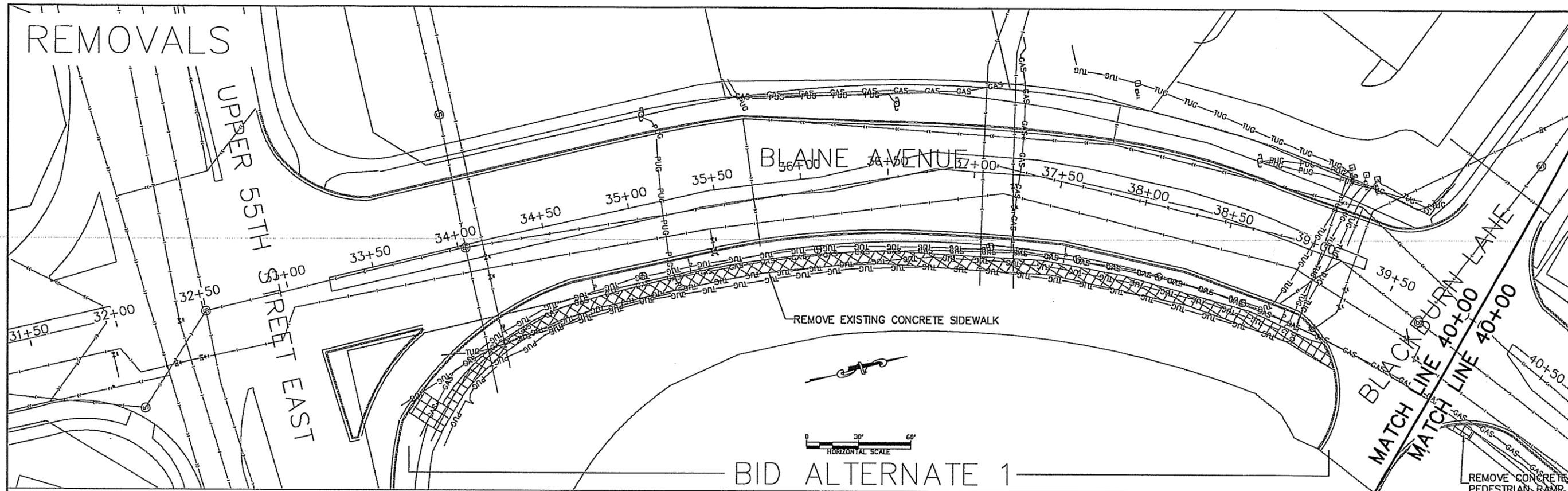
**BUSINESS OPERATOR:
GLG PROPERTIES**

By: _____
A General Partner

EXHIBIT A
ENGINEERING GUIDELINES

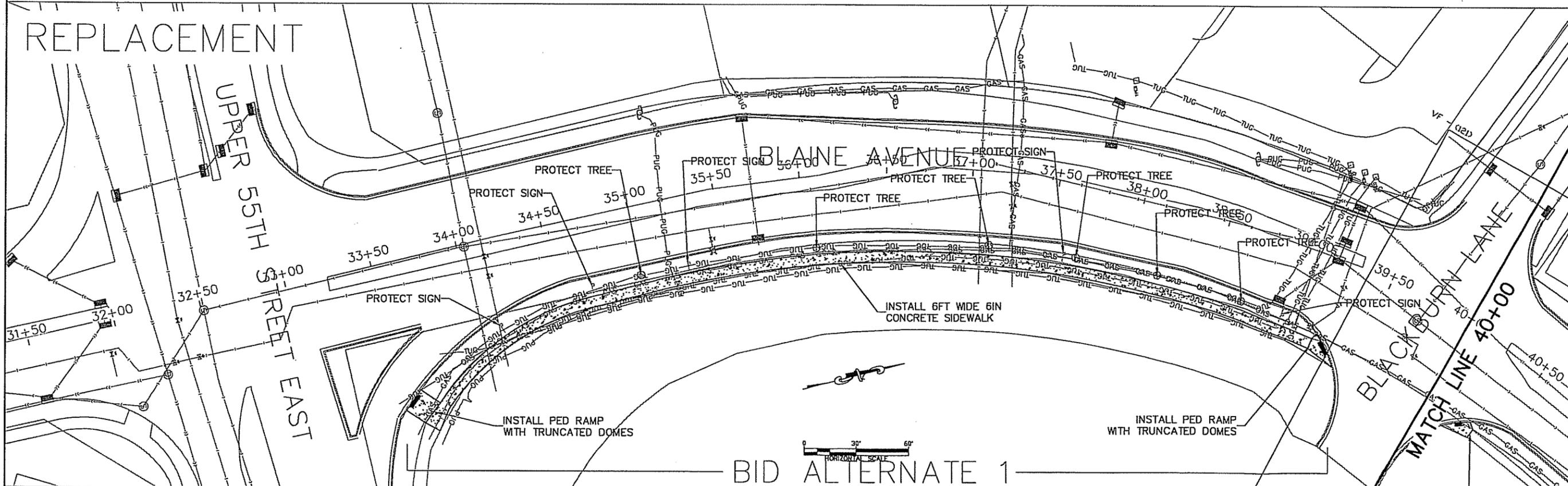
1. Business Operator will perform its obligations without delaying the Project. The City's contractor will provide a full Project schedule to Business Operator. The contractor will also provide 72-hour notice when work is being performed near Business Operator's Irrigation Facilities.
2. Business Operator will be fully responsible for any expenses and claims against the City in relation to the work associated with the Irrigation Facilities.
3. Business Operator is responsible for moving its Irrigation Facilities out of the way of the City's contractor when given proper notice to relocate.
4. Business Operator is responsible for paying all expenses relating to labor, equipment, and materials for the removal, relocation, repair and replacement of the Irrigation Facilities and appurtenances.
5. Business Operator is responsible for prepping, final grading, seeding, and full establishment of turf for the disturbed areas within the Project Area where the Irrigation Facilities are located.
6. A City permit to work in the right-of-way is required. The Business Operator must obtain the permit. The permit application may be found on the City website.
7. In performing its work, Business Operator is responsible for protection of existing facilities, including but not limited to, street, curb, sidewalk, path, public utilities, private utilities, signs, landscaping, trees, and sod.
8. Business Operator must comply with Gopher One digging notification calls in accordance with state law.
9. All traffic control needed for Business Operator's work shall meet Mn/DOT and MMUTCD (Minnesota Manual on Uniform Traffic Control Devices). City shall be informed of all traffic control devices being installed within the City right-of-way.
10. Business Operator is responsible for marking and locating its Irrigation Facilities and other facilities in the right-of-way for purposes of the Project.
11. Prior to replacing the Irrigation Facilities, the Business Operator shall obtain the written approval of the City Engineer with respect to the areas where the Irrigation Facilities shall be replaced and the Irrigation Facilities shall be replaced in only such approved areas.

Z:\PublicWorks\Engineering\PROJECTS_PUBLIC\2010_PROJECTS\2010-091_BlaireAvenueNorthAreaMillandRepave\CAD\BlaineAveMO.dwg



FULL DEPTH MILL

- NOTES:
1. ALL CASTINGS WITH RINGS BEING REPLACED SHALL BE SALVAGED AND REINSTALLED UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
 2. MISCELLANEOUS SIDEWALK SECTIONS SHALL BE REPLACED AS DIRECTED BY THE ENGINEER. THERE WILL BE NO ADDITIONAL COMPENSATION FOR INCREASED OR DECREASED QUANTITIES.
 3. PROTECTING EXISTING GATE VALVES IS INCIDENTAL TO THE PROJECT.
 4. CONTRACTOR SHALL PROTECT ALL PRIVATE UTILITIES, IRRIGATION, TREES, AND SIGNS. THIS IS CONSIDERED INCIDENTAL.



REV. NO.	DATE	DESCRIPTION

DESIGN FILE: 2010-091
 DRAWN BY: JDS
 CHECKED BY: TJK
 DATE: 5/13/2011

DESIGN BY: PTH
 DWG. NAME:
 DATE: 5/13/2011

I HEREBY CERTIFY THAT THIS PLAN SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE STATE OF MINNESOTA STATUTES SECTION 326.02 TO 326.16.

Thomas J. Helander
 DATE: 5/13/2011 MINN. REG. NO. 18798

City of Inver Grove Heights

8150 Barbara Avenue
 Inver Grove Heights, MN 55077
 (651) 450-2570 Fax (651) 450-2502

BLAINE AVENUE FULL DEPTH MILL AND REPAVE

SHEET NO. 2

8

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

North Side Water Tower Site Lease Agreement with TTM Operating Corporation, Inc.

Meeting Date: June 13, 2011
 Item Type: Consent
 Contact: Scott D. Thureen: 651-450-2571
 Prepared by: Scott D. Thureen, Public Works
 Director *SAT*
 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: Developer Assessments, Pavement Management Fund

PURPOSE/ACTION REQUESTED

Approve a Resolution Authorizing Execution of North Side Water Tower Site Lease Agreement With TTM Operating Corporation, Inc.

SUMMARY

The subject lease document is the culmination of two years of on and off negotiations with TTM Operating Corporation, Inc. (TTM) to allow the installation of some ground facilities and a new dish antenna on top of the North Side Water Tower.

TTM is a company that provides back haul services to the wireless industry. Back haul service allows wireless carriers such as AT&T and Verizon to expand bandwidth and capacity to their existing network to handle the new third and fourth generation (3G and 4G) wireless technology. TTM provides T-1 phone lines to wireless carriers by way of a network of fiber optics and small microwave links.

The attached lease agreement is similar to others that the City has with cell providers who have equipment on our water tower sites, with two exceptions. First, the typical requirement for a preconstruction signal interference study has been modified to require it only if the installation causes a problem. This change was allowed because there is no expectation of interference with their microwave system and no history of problems in the region. Given this modification, the attached lease agreement, in addition to requiring TTM to defend, indemnify and hold the City harmless for claims asserted against the City for the installation, operation, use, maintenance, repair, removal, or presence of TTM's antennas, equipment and related facilities, also requires TTM to defend, indemnify and hold the City harmless with respect to claims asserted against the City due to the waiver of this preconstruction signal interference study. Second, the lease fee schedule is less than that for typical cell service provider. We contacted a number of other metro area cities to discuss their fee basis for such a tenant. Those cities view back haul providers as a necessary addition to satisfy the primary tenants' (the cell service provider) needs. Also, the back haul provider's only market is the cell service providers. The lease fee schedule we negotiated is currently one of the highest in the metro area.

I recommend approval of the resolution authorizing the Mayor to execute the lease agreement between TTM and the City.

SDT/kf

Attachments: Resolution
Lease Agreement

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION APPROVING WATER TOWER SITE LEASE AGREEMENT BETWEEN THE
CITY AND TTM OPERATING CORPORATION, INC. PROVIDING FOR CELLULAR
COMMUNICATIONS EQUIPMENT AND FACILITIES AT 1770 – 50TH STREET
(HIGHWAY 494 WATER TOWER)**

RESOLUTION NO. _____

WHEREAS, the City owns property located at 1770 – 50th Street (the “Property”) upon which a City water tower (the “Water Tower”) is located; and

WHEREAS, the City has received a request from TTM Operating Corporation, Inc. (“TTM”) to lease space on the Water Tower and utilize a portion of the Property under a long term lease for purposes of installation, operation and maintenance of a communications antenna facility, equipment and cabinets for providing radio and wireless telecommunication services, and

WHEREAS, the proposed Water Tower Site Lease Agreement provides for a maximum term of 20 years, and the yearly rental rates that will apply to TTM are similar to rental rates currently being paid by tenants who have leased space from other cities for installation, operation and maintenance of similar equipment.

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

1. That the Mayor and Deputy City Clerk are authorized to execute the proposed Water Tower Site Lease Agreement on behalf of the City.
2. That the Director of Public Works shall administer the Water Tower Site Lease Agreement.

Adopted by the City Council of Inver Grove Heights, Minnesota this 13th day of June 2011.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

WATER TOWER SITE LEASE AGREEMENT

Between

City of Inver Grove Heights

and

TTM Operating Corporation, Inc., a Nevada Corporation (“TTM”)

Date: _____, 2011

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EXHIBIT A - Description of Leased Premises and Non-Exclusive Access Drive

EXHIBIT B Approved Plans for Antenna Facilities

EXHIBIT C Rent Calculations

SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT ("Lease") made this ____ day of _____, 2011, between City of Inver Grove Heights ("Landlord"), and TTM Operating Corporation, Inc., a Nevada Corporation ("TTM") ("Tenant").

For good and valuable consideration, the parties agree as follows:

1. Leased Premises. Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant and Tenant leases from Landlord a portion of Landlord's property, located at 1770 – 50th Street, City of Inver Grove Heights, County of Dakota, State of Minnesota, described in Exhibit A within the base of the Inver Grove Heights Water Tower, together with non-exclusive access rights to and from 50th Street East along the 20 foot-wide access drive to and from the Inver Grove Heights Water Tower as shown in Exhibit A, subject to any and all existing tenant rights and easements, and a portion of the Inver Grove Heights Water Tower or other structures ("Structure"), as more particularly shown in Exhibit B attached hereto, on which directional antennas, connecting cables, appurtenances and service utilities will be attached and located, the exact location of each to be reasonably approved by Landlord ("Leased Premises").

2. Rent.

(a) Amount, Adjustments. As consideration for this Lease, Tenant shall pay Landlord an annual rent in the amount of \$ 6,300.00 (Six Thousand Three Hundred Dollars) for the initial year, beginning on January 1, 2012, and ending on December 31, 2012. Said annual rent shall be increased automatically and without notice on January 1, 2013, and each year thereafter on January 1 by five percent (5%) of the previous year's annual rent, as shown in Exhibit C, attached hereto and incorporated herein.

(b) Time of Payment, Taxes. Tenant shall make monthly rent payments to the Landlord. Said monthly rent shall be calculated by dividing the annual rent (as shown in Exhibit C) by twelve (12). The monthly rent shall be paid before the first of each month. If the Tenant does not meet the requirements referenced in Subparagraph 3(a) below by April 1, 2011, and Tenant has diligently pursued such requirements, Landlord shall refund all rent payments, if any, made by Tenant during Calendar year 2011 and this Lease shall terminate. In addition to the monthly rent, Tenant agrees to timely pay its pro-rata share of any taxes or payment in lieu of taxes required resulting from its facilities being located on Landlord's property.

(c) Balance of 2011. Should this Lease be executed and commenced prior to January 1, 2012, the Tenant, as consideration, shall pay a lump sum of \$500.00 upon the execution of the Lease and an additional \$500.00 at the beginning of each and every month thereafter until December 31, 2011. The Lease Term and Renewals as stated in Paragraph 4 shall control despite a date of execution prior to January 1, 2012.

3. Governmental Approval Contingency.

(a) Tenant Application. Tenant's right to use the Leased Premises is expressly made contingent upon its obtaining all the certificates, permits, zoning and other approvals that may be required by any federal, state or local authority. This shall include the engineering study specified in Subparagraph 3(b) below on the Structure to be conducted at Tenant's expense. Landlord shall

cooperate with Tenant in its efforts to obtain and retain such approvals, and shall take no action, which would adversely affect the status of the Leased Premises with respect to the Tenant's proposed use thereof.

(b) Interference. Tenant represents that its intended use will not interfere with any existing communications facilities and in reliance upon said representation, Landlord has agreed to waive Tenant's provision of an interference study as one of the prerequisites to the issuance of a building permit to Tenant. In addition to Tenant's obligations set forth in Section 7(a), Tenant agrees to defend, indemnify and hold harmless Landlord and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by Landlord for claims arising out of or related to Landlord's waiver of the requirement that Tenant provide Landlord a pre-installation interference study and any interference caused by Tenant's installation or operation of Antenna Facilities, as defined in Subparagraph 5(b) for any reason whatsoever. Such obligations under this Subparagraph shall survive the expiration or other termination of the Lease. In the event that Tenant's Antenna Facilities cause or are reasonably believed to be the cause of interference to any existing communications facilities, and in the event that the interference cannot be eliminated within forty eight (48) hours of receipt of written notice of the interference, Tenant shall cease operations. Additionally, at the request of either the Landlord or a prior tenant, Tenant must, at its sole cost and expense, promptly pay for an interference study performed by a qualified professional selected by Landlord. Tenant shall not reactivate operation, except intermittent operation for the purpose of testing, until the interference has been eliminated. If Tenant's Antenna Facilities, as defined in Subparagraph 5(b), cause interference that cannot be reasonable remedied, the Lease may be terminated as provided in Section 13 of the Lease.

(c) Non-approval. In the event that any application necessary under Subparagraph 3(a) above is finally rejected or any certificate, permit, license, or approval issues to Tenant is cancelled, expired, lapses, or is otherwise withdrawn or terminated by governmental authority so that Tenant, in its sole discretion, will be unable to use the Lease Premises for its intended purposes, Tenant shall have the right to terminate this Lease and be reimbursed for the rental payment if made pursuant to Subparagraph 2(b) above. Notice of Tenant's exercise of its right to terminate shall be given to Landlord in accordance with Section 18, below. Except as required under Subparagraph 10(c) below, upon such termination, this Lease shall become null and void and the parties shall have no further obligations to each other.

4. Term and Renewals. Pursuant to Subparagraph 2(c), the Tenant shall have the right to use the Leased Premises upon the execution of this Lease and the payment of the pertinent rent payments during the 2011 calendar year. However, the initial five (5) year term ("Initial Term") of this Lease shall commence on January 1, 2012, and end on December 31, 2016. Subject to the terms and conditions of this Lease, Tenant shall have the right to extend this Lease for three (3) additional five (5) year renewal periods ("Renewal Term") commencing on January 1 following the expiration date of the Initial Term or of any subsequent Renewal Term.

This Lease will automatically renew unless Tenant sends written notice to Landlord of Tenant's election not to renew at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term, as provided in accordance with Paragraph 18 of this Lease. The rent for any and all Renewal Terms shall be paid monthly in accordance with Paragraph 2.

5. Tenant's Use.

(a) User Priority. Tenant agrees that the following priorities of use, in descending order, shall apply in the event of communication interference or other conflict while this Lease is in effect, and Tenant's use shall be subordinate accordingly:

1. Landlord;
2. Public safety agencies, including law enforcement, fire, and ambulance services, that are not part of the Landlord;
3. Other governmental agencies where use is not related to public safety.

(b) Purposes. Tenant shall use the Leased Premises only for the purpose of installing, maintaining, and operating a Landlord-approved communications antenna facility, equipment, and cabinets, and uses incidental thereto for providing radio and wireless telecommunication services which Tenant is legally authorized to provide to the public. This use shall be non-exclusive, and Landlord specifically reserves the right to allow the Leased Premises to be used by other parties and to make additions, deletions, or modifications to its own facilities on the Leased Premises. Tenant's communications antenna facility shall consist of antennas at a Landlord-approved location, along with cables and appurtenances connected to a cabinet located on the Leased Premises ("Antenna Facilities"). Once Tenant's antennas and cabinet are located and installed on the Leased Premises, Landlord will not allow other users to locate where Tenant's antennas and cabinet are located. Tenant shall comply with all applicable ordinances, statues and regulations of local, state and federal government agencies. After the initial installation, Tenant shall not make any substantial external changes to its Antenna Facilities without the prior consent of Landlord, which shall not be unreasonably withheld, delayed or conditioned.

(c) Construction. Tenant may erect and operate a microwave dish in accordance with its submitted application attached as Exhibit B. If Tenant seeks to increase the number of microwave dishes or add antenna(s), it must first pay for an evaluation carried out by a qualified professional, retained by Landlord demonstrating that (i) each additional dish or antenna will not interfere with existing dishes or antennas or with proposed antennas with a higher priority, and (ii) any Structure can structurally support the additional dishes and antennas. The cost of each evaluation must be paid by the Tenant within 30 days after receiving written notice of the cost. Landlord must consent to installation of additional microwave dishes or antennas, such consent will not be unreasonably withheld or delayed. If Landlord consents, the parties will negotiate the amount of additional rental for the microwave dishes or antennas.

(d) Operation. Tenant shall have the right, at its sole cost and expense, to operate and maintain the Antenna Facilities on the Leased Premises in accordance with good engineering practices and in compliance with all applicable FCC rules and regulations. Tenant's installation of all Antenna Facilities shall be done according to plans approved by Landlord, which approval shall not be unreasonably withheld or delayed. Any damage done to the Leased Premises or other Landlord property including the Structure during installation or during operations shall be repaired at Tenant's expense within 30 days after notification of damage. The Antenna Facilities shall remain the exclusive property of the Tenant, unless otherwise provided in this Lease.

(e) Maintenance, Improvement Expenses. All modifications to the Leased Premises and all improvements made for Tenant's benefit shall be at the Tenant's expense and such improvements, including the Antenna Facilities and equipment, shall be maintained in a good state of repair, at least equal to the standard of maintenance of the Landlord's facilities on or adjacent to the Leased Premises, and secured by Tenant. If Tenant's Antenna Facilities are mounted on the Structure they shall, at all times, be painted, at Tenant's expense, the same color as the Structure.

(f) Replacements. Before the Tenant may update or replace the Antenna Facilities, Tenant must notify and provide a detailed proposal to Landlord. Tenant shall submit to Landlord a detailed proposal for any such replacement facilities together with any other information reasonably requested by Landlord regarding such requested update or replacement, including but not limited to a technical study, carried out at Tenant's expense. Landlord may not unreasonably withhold or delay its approval of any such update or replacement.

(g) Drawings. Tenant shall provide Landlord with as-built drawings of the equipment and improvements installed on the Leased Premises, which show the actual location of all Antenna Facilities. Said drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property, and Antenna Facilities actually placed on the Leased Premises.

(h) No Interference. Tenant shall, at its own expense, maintain any equipment on or attached to the Leased Premises in a safe condition, in good repair and in a manner suitable to Landlord so as not to conflict with the use of the surrounding premises by Landlord. Tenant shall not unreasonably interfere with the operations of any prior tenant's existing usage on the Structure and shall not unreasonably interfere with the working use of the water storage facilities thereon or to be placed thereon by Landlord.

(i) Access. Tenant, at all times during this Lease, shall have 24-hour, 7-day a week access to the Leased Premises in order to install, operate, and maintain its Antenna Facilities, except that the interior of the Structure shall remain locked and secured by the Landlord. Tenant may gain access to the Leased Premises by telephonically contacting the Landlord's Public Works Department during regular business hours, or by telephonically contacting the Landlord's Public Works Department emergency personnel after regular business hours. Except in an emergency, Tenant shall have access to the Structure only with the telephonic approval of Landlord, and Landlord's approval thereof shall not be unreasonably withheld or delayed. Tenant shall telephonically request access to the Structure twenty-four (24) hours in advance, except in an emergency, and Landlord's approval thereof shall not be unreasonably withheld or delayed. In the event it is necessary for Tenant to have access to the Structure at some time other than the normal working hours of Landlord, Landlord may charge Tenant for its direct cost, including employees' wages, that Landlord may incur in providing such access to Tenant. The Landlord shall use its best efforts to expedite access to the interior of the Structure in the case of an emergency, but Landlord shall not be liable for any damages, claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, arising from delayed access to the interior of the Structure.

(j) Payment of Utilities. Tenant shall separately meter charges for the consumption of electricity and other utilities associated with its use of the Leased Premises and shall promptly pay all costs associated therewith.

(k) Structure Painting. Upon at least one hundred eighty (180) days' notice from Landlord, Tenant, at its sole cost and expense, shall make any necessary arrangements to either temporarily protect or remove its Antenna Facilities as a result of Landlord's painting or other maintenance of the Structure. Should Landlord and Tenant agree that the scheduled maintenance or painting of the Structure will prevent Tenant from using the Structure as Tenant's communications facility, and it is reasonable and feasible for Tenant to temporarily relocate rather than leave in place and protect its Antenna Facilities, then Tenant shall have the right to install and operate a temporary antenna facility (including a Cell-on-Wheels) on a mutually acceptable location at 1770 – 50th Street, and in such event, Tenant shall not be required to pay Rent to Landlord during the period that Tenant operates a temporary antenna facility at 1770 – 50th Street. Landlord and Tenant acknowledge and agree that if Tenant must temporarily remove any portion of the Antenna Facilities pursuant to this subsection, the only equipment that Tenant will be required to temporarily move are its antennas, coaxial cables, and equipment cabinets.

6. Emergency Facilities. In the event of a natural or man made disaster, in order to protect the health, welfare, and safety of the community, Tenant may erect additional Antenna Facilities and install additional equipment on a temporary basis on the Leased Premises to assure continuation of service. Such temporary operation shall not exceed 90 days unless Tenant obtains written approval from the Landlord.

7. Defense and Indemnification.

(a) General. Tenant agrees to defend, indemnify and hold harmless Landlord and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by Landlord for claims arising out of the installation, operation use, maintenance, repair, removal, or presence of Tenant's Antenna Facilities, equipment and related facilities on the Leased Premises except to the extent attributable to the gross negligence, willful misconduct, or other fault of Landlord, its employees, agents or contractors.

(b) Hazardous Materials. Without limiting the scope of Subparagraph 7(a) above, Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including reasonable attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the Leased Premises associated with the Tenant's use of Hazardous Materials. For purposes of this Lease, "Hazardous Materials" shall be interpreted broadly and specifically includes, without limitation, asbestos, fuel, batteries or any hazardous substance, waste, or materials as defined in any federal, state, or local environmental or safety law or regulations including, but not limited to, CERCLA. Landlord will be solely responsible for and will defend, indemnify and hold Tenant, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the removal, cleanup, or restoration of Landlord's property, located at 1770 – 50th Street, City of Inver Grove Heights, County of Dakota, State of Minnesota with respect to Hazardous Materials other than those introduced to Landlord's property, located at 1770 – 50th Street, City of Inver Grove Heights, County of Dakota, State of Minnesota by Tenant.

(c) Tenant's Warranty. Tenant represents and warrants that its use of the Leased Premises will not generate and Tenant will not store or dispose of on the Leased Premises, nor

transport to or over the Leased Premises, any Hazardous Materials, unless Tenant specifically informs Landlord thereof in writing twenty-four hours prior to such storage, disposal or transport, or otherwise as soon as Tenant becomes aware of the existence of Hazardous Materials on the Leased Premises. Landlord acknowledges that Tenant has informed Landlord that Tenant will use and store a battery powered emergency electrical back-up system. The obligations of Paragraph 7 shall survive the expiration or other termination of this Lease.

8. Insurance.

(a) Workers' Compensation. The Tenant must maintain Workers' Compensation insurance in compliance with all applicable statutes. The policy shall also provide Employer's Liability coverage with limits of not less than \$500,000 Bodily Injury each accident, \$500,000 Bodily Injury by disease, policy limit, and \$500,000 Bodily Injury by disease, each employee.

(b) General Liability. The Tenant must maintain an occurrence form comprehensive general liability coverage. Such coverage shall include, but not be limited to, bodily injury, Property damage – broad form, and personal injury, for the hazards of Premises/Operation, broad form contractual liability, independent contractors, and products/completed operations.

The Tenant must maintain aforementioned comprehensive general liability coverage with limits of liability not less than \$1,000,000 each occurrence; \$1,000,000 personal and advertising injury; \$2,000,000 general aggregate, and \$2,000,000 products and completed operations aggregate. These limits may be satisfied by the comprehensive general liability coverage or in combination with an umbrella or excess liability policy, provided coverage afforded by the umbrella or excess policy are no less than the underlying comprehensive general liability coverages.

Tenant will maintain Completed Operations coverage for a minimum of two years after construction is completed.

(c) Automobile Liability. The Tenant must carry Automobile Liability coverage. Coverage shall afford total liability limits for Bodily Injury Liability and Property Damage Liability in the amount of \$1,000,000 per accident. The liability limits may be afforded under the Commercial Policy, or in combination with an Umbrella or Excess Liability Policy provided coverages afforded by the Umbrella Excess Policy are no less than the underlying Commercial Auto Liability coverage.

Coverage shall be provided for Bodily Injury and Property Damage for the ownership, use, maintenance or operation of all owned, non-owned and hired automobiles.

The Commercial Automobile Policy shall include at least statutory personal injury protection, uninsured motorists and underinsured motorists' coverages.

(d) Tenant Property Insurance. The Tenant must keep in force for the duration of the Lease a policy covering damages to its property at the Leased Premises. The amount of coverage shall be sufficient to replace the damaged property, shall cover loss of use, and shall comply with any ordinance or law requirements.

(e) Hazardous Materials Coverage. Tenant must carry sufficient coverage, to the reasonable satisfaction of Landlord, for damage caused by Hazardous Materials.

(f) Additional Insured – Certificate of Insurance. The Tenant shall provide, prior to tenancy, evidence of the required insurance in the form of a Certificate of Insurance issued by a company (rated A- (VIII) or better) licensed to do business in the state of Minnesota, which includes all coverage required in Paragraph 8. Tenant will list the Landlord as an Additional Insured on the General Liability and Commercial Automobile Liability Policies. The Certificate(s) shall also provide the coverage may not be canceled, non-renewed, or materially changed without thirty (30) days prior written notice to the Landlord. In the event that Tenant is self-insured, Tenant shall provide Landlord with a certificate showing compliance with the foregoing policy limits.

(g) Waiver of Claims. Tenant assumes all risk of loss of or damage to Tenant's property or leasehold improvements installed on the Structure within the Leased Premises, which is not caused by the negligence of Landlord, its employees or agents including any loss or damage caused by water leakage, fire, windstorm, explosion, theft, act of God, act of any other tenant, person or thing, or any other cause.

9. Damage or Destruction. If the Leased Premises is destroyed or damaged, without contributory fault of the Tenant or its agents, so as, in Tenant's judgment, to hinder its effective use of the Antenna Facilities, Tenant may elect to terminate this Lease upon 30 days written notice to Landlord. In the event Tenant elects to terminate the Lease, Tenant shall be entitled to reimbursement of prepaid rent covering the period subsequent to the date of damage to or destruction of the Leased Premise.

10. Lease Termination.

(a) Events of Termination. Except as otherwise provided herein, this Lease may be terminated by either party upon sixty (60) days written notice to the other party as follows:

(i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default to the other party (without, however, limiting any other rights of the parties pursuant to any other provisions hereof);

(ii) by Tenant for cause if it is unable to obtain or maintain any license, permit or other governmental approval necessary for the construction and/or operation of the Antenna Facilities or Tenant's business;

(iii) by Tenant for cause if the Leased Premises or Antenna Facilities are or become unacceptable for technological reasons under the design or engineering specifications for its Antenna Facilities or the communications systems to which the Antenna Facilities belong or if the Leased Premises is no longer required by Tenant;

(iv) by Landlord, upon one hundred eighty (180) days written notice if its Council decides, for any reason, to discontinue use of the Structure for all purposes;

(v) by Landlord if it determines that the Structure is structurally unsound, including, but not limited to, consideration of age of the Structure, damage or destruction of all or part of the Structure from any source, or factors relating to condition of the Structure;

(vi) by Landlord if it reasonably determines that a potential user with a higher priority under Subparagraph 5(a) above cannot find another adequate location, or the Antenna Facilities unreasonably interfere with another user with a higher priority; or

(vii) by Landlord if it determines that Tenant has failed to comply with applicable ordinances, or state or federal law, or any conditions attached to government approvals granted thereunder.

(b) Notice of Termination. The parties shall give notice of termination in accordance with Section 18, below. All rentals paid for the Lease prior to said termination date shall be retained by Landlord.

(c) Site Restoration. In the event that this Lease terminated or was not renewed, Tenant shall have sixty (60) days from termination or expiration date to remove its Antenna Facilities, and related equipment from the Leased Premises, repair the site and restore the surface of the Structure to the satisfaction of the Landlords designated coatings consultant, reasonable wear and tear accepted. Coatings consultant fee is to be paid by tenant. In the event that Tenant's Antenna Facilities and related equipment are not removed to the reasonable satisfaction of the Landlord, Landlord may remove and store Tenant's Antenna Facilities at Tenant's sole expense. If Landlord removes the Antenna Facilities or related equipment, Landlord must give written notice to the tenant in accordance with Paragraph 18 of this Lease.

11. Limitation of Landlord's Liability. If Landlord terminates this Lease other than as of right as provided in this Lease, or Landlord causes interruption of the business of Tenant or for any other Landlord breach of this Lease, Landlord's liability for damages to Tenant shall be limited to the actual and direct costs of equipment removal, relocation or repair, and shall specifically exclude any recovery for value of the business of Tenant as a going concern, future expectation of profits, loss of business or profit or related damages to Tenant.

12. Temporary Interruptions of Service. If Landlord determines that continued operation of the Antenna Facilities would cause or contribute to an immediate threat to public health and/or safety (except for any issues associated with human exposure to radio frequency emissions, which is regulated by the federal government), Landlord may order Tenant to discontinue its operation. Tenant shall immediately comply with such an order. Service shall be discontinued only for the period that the immediate threat exists. If Landlord does not give prior notice to Tenant, Landlord shall notify Tenant as soon as possible after its action and give its reason for taking the action. Landlord shall not be liable to Tenant or any other party for any interruption in Tenant's service or interference with Tenant's operation of its Antenna Facilities, except as may be caused by the willful misconduct of the Landlord, its employees or agents. If the discontinuance extends for a period greater than three days, either consecutively or cumulatively, Tenant shall have the right to terminate this Lease within its sole discretion.

13. Tenant Interference.

(a) With Structure. Tenant shall not interfere with Landlord's use of the Structure and agrees to cease all such actions which unreasonably and materially interfere with Landlord's use thereof no later than forty eight (48) hours after receipt of written notice of the interference from Landlord. In the event that Tenant's cessation of action is material to Tenant's use of the Leased

Premises and such cessation frustrates Tenant's use of the Leased Premises, within Tenant's sole discretion, Tenant shall have the immediate right to terminate this Lease.

(b) With High Priority Users. If Tenant's Antenna Facilities cause impermissible interference with higher priority users as set forth in Subparagraph 5(a) above, or with pre-existing tenants, Tenant and Landlord shall take all measures necessary to correct and eliminate the interference. If the interference cannot be eliminated within 48 hours after receiving Landlord's written notice of the interference, Tenant shall immediately cease operating its Antenna Facilities and Tenant shall not reactivate operation, except intermittent operation for the purpose of testing, until the interference has been eliminated. If the interference cannot be eliminated within 30 days after Tenant received Landlord's written notice, Landlord may, at its option, terminate this Lease immediately.

(c) Interference Study – New Occupants. Upon written notice by Landlord that it has a bona fide request from any other party to lease an area in the Structure, Tenant agrees to provide the Landlord, within sixty (60) days, the radio frequencies currently in operation or to be operated in the future of each transmitter and receiver installed and operational on the Leased Premises at the time of such request. Landlord may then have an independent, registered professional engineer of Landlord's choosing perform the necessary interference studies to determine if the new applicant's frequencies will cause harmful radio interference to Tenant. Landlord shall require the new applicant to pay for such interference studies, unless the Landlord or other higher priority user requests the use. In that event, the Tenant and all other tenants occupying the Leased Premises shall pay for the necessary interference studies, pro-rata.

(d) Interference – New Occupants. Landlord agrees that it will not grant a future lease in the Leased Premises to any party who is of equal or lower priority to Tenant, if such party's use is reasonably anticipated to interfere with Tenant's operation of its Antenna Facilities. Landlord agrees further that any future lease of the Leased Premises will prohibit a user of equal or lower priority from interfering with Tenant's Antenna Facilities. Landlord agrees that it will require any subsequent occupants of the Leased Premises of equal or lower priority to Tenant to provide Tenant these same assurances against interference. Landlord shall have the obligation to eliminate any interference with the operations of Tenant caused by such subsequent occupants. If such interference is not eliminated, Tenant shall have the right to terminate this Lease or seek injunctive relief against the interfering occupant, at Tenant's expense.

14. Assignment. This Lease, or rights thereunder, may not be sold, assigned, or transferred at any time by Tenant except to Tenant's affiliates or subsidiaries or to any party that merges or consolidates with Tenant or its parent, or any party that purchases or otherwise acquires all or substantially all of Tenant's stock or assets. As to other parties, this Lease may not be sold, assigned, or transferred without the written consent of the Landlord, such consent not to be unreasonably withheld, conditioned or delayed. Landlord hereby consents to the assignment by Tenant of its rights under this Lease as collateral to any entity that provides financing for the purchase of the equipment to be installed at the Leased Premises.

15. Condemnation. In the event the whole of the Leased Premises is taken by eminent domain, this Lease shall terminate as of the date title to the Leased Premises vests in the condemning authority. In event a portion of the Leased Premises is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days written notice to the other party. In the event of any taking under the power of eminent domain,

20. Binding Effect. This lease shall run with the Leased Premises. This Lease shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

21. Complete Lease: Amendments. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreement of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provisions of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. 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 Tenant, its successors or assigns, shall be subject to any governmental immunity defenses of Landlord and the maximum liability limits provided in Minnesota Statute Chapter 466.

22. Governing Law. This Lease shall be construed in accordance with the laws of the State of Minnesota.

23. Severability. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

24. Representation and Warranties. Each party covenants and warrant to the other that (i) it has full right, power and authority to execute this Option and Site Lease Agreement and has the power to grant all right hereunder; (ii) its execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, Lease, or other agreement binding on said party; and (iii) the execution and delivery of this Lease, and the performance of its obligations hereunder, have been duly authorized by all necessary personnel or corporate officers and do not violate any provisions of law or the party's certificate of incorporation or bylaws or any other arrangement, provision of law or court order or decree.

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

26. Quiet Enjoyment. Landlord covenants and agrees that so long as Tenant is not in default under the Lease beyond any applicable grace or cure period, Tenant's use and quiet enjoyment of the Leased Premises will not be disturbed by Landlord, or any party claiming by, through or under Landlord.

27. Waiver of Landlord's Liens. Landlord waives any lien rights it may have, statutory or otherwise, regarding Tenant's Antenna Facilities, all of which shall be deemed personal property, whether considered real or personal property under applicable state laws.

Attached: Exhibit A Description of Leased Premises and Non-Exclusive Access Drive
 Exhibit B Approved Plans for Antenna Facilities
 Exhibit C Rent Calculations

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

LANDLORD: CITY OF INVER GROVE HEIGHTS

By: _____
Its: Mayor George Tourville

By: _____
Its: Deputy City Clerk Melissa Rheume

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 the 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 on 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

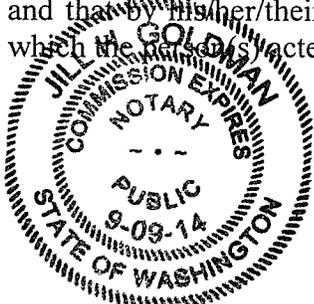
TENANT: TTM OPERATING CORPORATION, INC.

By: _____
Its: _____

By: _____
Its: _____

STATE OF WA)
) ss.
COUNTY OF King)

On this 31st day of May, 2011, before me, Jill H. Goldman, personally appeared Frank Mastrobattista, Sr. Vice President, of TTM Operating Corporation, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Notary Public

EXHIBIT A
Description of Leased Premises and Non-Exclusive Access Drive

That real property located in Dakota County, Minnesota legally described as follows:

The west 150 feet of that part of the Northeast Quarter of the Northeast Quarter of Section 32, Township 28 North, Range 22 West, Dakota County, Minnesota, lying northerly of the northerly right of way line of Trunk Highway No. 110 as located and established prior to the filing of Minnesota Department of Transportation Right of Way Plat No. 19-68 in the office of the County Recorder in and for said County;

which lies southerly of a line run parallel with and distant 50 feet southerly of the north line of said Section 32 and northerly of Line 1 described below:

Line 1. From the Northeast Corner of said Section 32, run westerly on the North line thereof on an azimuth of 269 degrees 16 minutes 58 seconds (azimuth oriented to Minnesota State Plane Coordinate System, South Zone) for 1314.37 feet to Right of Way Boundary Corner 0606 as shown on said Plat No. 19-68; thence on an azimuth of 179 degrees 20 minutes 14 seconds along the West line of the Northeast Quarter of the Northeast Quarter of said Section 32, for 250.00 feet to the Right of Way Boundary Corner 0812 on said Plat No. 19-68, which is the point of beginning of Line 1 to be described; thence on an azimuth of 98 degrees 34 minutes 02 seconds along the boundary of said plat for 200 feet and there terminating; containing 0.72 acre, more or less;

Subject to the following restrictions:

No access shall be permitted to Trunk Highway No. 393 renumbered 494 from the lands herein conveyed.

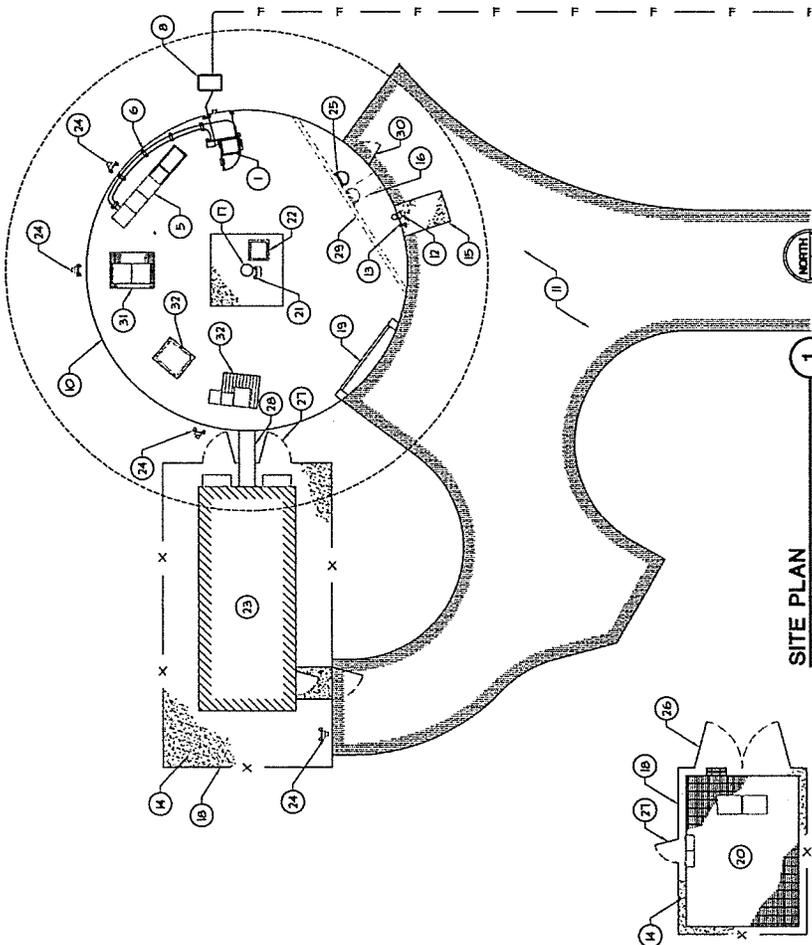
EXHIBIT B
Approved Plans for Antenna Facilities

NO.	DATE	REVISION
4	04.13.11	REVISION
3	04.21.11	REVISION
2	04.28.11	REV CHANGES
1	12.01.10	ADAPTIVE TAB

RONALD ANDRANO
 LICENSED PROFESSIONAL ENGINEER
 LICENSE # 4911
 EXPIRES JAN 20/21/2008

**ELECTRIC/TELEPHONE/GROUNDING
 SCALE: 1" = 5'-0"**

ELECTRIC: FROM TTM EQUIPMENT, RUN A NEW 2" ELECTRIC CONDUIT ALONG CONDUIT SUPPORT BLOCKS TO EXISTING T-MOBILE EQUIPMENT CABINET FOR ELECTRIC TIE-IN TELEPHONE. FROM TTM EQUIPMENT, RUN A NEW 1 1/2" TELEPHONE CONDUIT ALONG SUPPORT BLOCKS TO EXISTING T-MOBILE CABINET FOR TELCO TIE-IN
 FIBER: FROM TTM EQUIPMENT, GENERAL CONTRACTOR TO RUN (1) NEW 2" FIBER CONDUIT THROUGH EXISTING EMPTY CABLE PORT TO EXTERIOR OF WATER TANK. CONDUIT WILL RUN UNDERGROUND PER NEC REQUIREMENTS TO PROPOSED HAND HOLE LOCATION. FIBER CONDUIT TO RUN FROM NEW HAND HOLE LOCATION AND GENERAL CONTRACTOR TO CLEARLY MARK AND STAKE THE END OF CONDUIT.
 GROUNDING: FROM TTM EQUIPMENT, 4" AUG SOLID TINED GROUND WIRE WILL RUN TO THE NEW WALL MOUNTED WATER TANK GROUND RING. FROM THE WATER TANK GROUND RING, EACH H-RFRAME POST TO BE GROUND TO THE EXISTING WATER TANK GROUND RING.
 NOTE:
 CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION



SITE PLAN
 SCALE: 1" = 5'-0"

ENLARGED SITE PLAN
 SCALE: 1" = 5'-0"

PROJECT NOTES:

- ENCLOSURE
- PROPOSED 1 1/2" TELEPHONE CONDUIT RUN ALONG CONDUIT SUPPORT BLOCKS TO EXISTING T-MOBILE CABINET FOR TELCO TIE-IN. (3) FULL STRINGS TO REMAIN IN TELEPHONE CONDUIT. SEE 1/A-5
- PROPOSED 2" ELECTRIC CONDUIT RUN ALONG CONDUIT SUPPORT BLOCKS FROM TTM CABINET TO EXISTING T-MOBILE CABINET FOR ELECTRIC TIE-IN. SEE 1/A-5
- (2) PROPOSED 1/2" COAX WILL ROUTE WITH T-MOBILE VERTICALLY THROUGH THE SECOND COMPENSATE CEILING USING SNAP N HOOKS. (2) COAX WILL BE PROTECTED BY A BEAT CLAMP ON THE TANK STIFFENER RING. TANK SURFACES TO BE PROTECTED BY NEOPRENE BLEBBER. COAX WILL THEN TRANSITION VERTICALLY ONTO THE OVERFLOW PIPE AND ROUTE UP THROUGH THE DIRT ON THE TANK. SEE 2/A-5
- EXISTING T-MOBILE EQUIPMENT CABINET TO BE UTILIZED FOR POWER 1 TELCO TIE-IN CONTRACTOR TO VERIFY PRIMARY BTS CABINET IN FIELD. SEE 1/A-3
- NEW CONDUIT SUPPORT BLOCKS TO BE UTILIZED FOR GENERAL CONTRACTOR TO RUN (1) NEW 2" FIBER CONDUIT AND THEN UNDERGROUND TO NEW HAND HOLE LOCATION AND CLEARLY MARK AND STAKE THE END OF THE CONDUIT. CONDUIT TO BE BURIED PER NEC REQUIREMENTS. SEE 3/A-5
- PROPOSED 2" OXG-1-0" HAND HOLE TO BE INSTALLED NEAR EXISTING WATER TANK FOR FIBER VAULT TO BE SUPPLIED BY OTHERS. SEE 1/A-3
- GENERAL CONTRACTOR TO RUN A NEW 2" FIBER CONDUIT FROM NEW HAND HOLE AND CLEARLY MARK & STAKE THE END OF CONDUIT
- EXISTING WATER TANK TO REMAIN
- EXISTING ASPHALT DRIVE TO REMAIN
- EXISTING OVERFLOW PIPE TO REMAIN
- EXISTING PIPE TO REMAIN
- EXISTING GRAVEL COURTOYD TO REMAIN
- EXISTING CONCRETE PAD TO REMAIN
- EXISTING CATWALKS TO REMAIN
- EXISTING RISER PIPE TO REMAIN
- EXISTING CHAIN LINK FENCE TO REMAIN
- EXISTING OVERHEAD DOOR TO REMAIN
- EXISTING FRONT EQUIPMENT PLATFORM TO REMAIN
- EXISTING H-RFRAME TO REMAIN
- EXISTING ACCESS HATCH TO REMAIN
- EXISTING ATIT SHELTER TO REMAIN
- EXISTING ELECTRIC METER ON H-RFRAME TO REMAIN (TYP)
- EXISTING LADDER TO REMAIN (TYP)
- EXISTING DOUBLE WIDE SWING GATE TO REMAIN
- EXISTING MAN GATE TO REMAIN
- EXISTING ICE BRIDGE TO REMAIN
- EXISTING OVERHEAD TO REMAIN
- EXISTING TANK DOOR TO REMAIN
- EXISTING X1 EQUIPMENT CABINETS TO REMAIN
- EXISTING EMPTY CABLE PORTS TO BE UTILIZED (WEATHER SEAL AS NEEDED)
- NEW 1/2" X 1/4" COLLECTOR GROUND BAR MOUNTED TO EXISTING WATER TANK GROUND RING
- NEW 2" AUG GROUND WIRE FROM EQUIPMENT TO NEW GROUND BAR
- EXISTING WATER TANK GROUND RING TO EXISTING WATER TANK GROUND RING
- PROPOSED TTM H-RFRAME MOUNTED TO EXISTING H-RFRAME
- PROPOSED H-RFRAME MOUNTED 20" X 16" X 9" H-RFRAME
- PROPOSED H-RFRAME MOUNTED 20" X 16" X 9" H-RFRAME
- EXISTING GROUND WIRE TO NEW H-RFRAME POST (TYP)

PROJECT NO:	T191997
DRAWN BY:	DNW
CHECKED BY:	JRR
REVISION BY:	LEH

4	04.11.11	REVISION
3	04.21.11	REVISION
2	04.28.11	REV COMMENTS
1	12.01.10	WORKING Dwg

RONALD ANTUNHO
 LICENSED PROFESSIONAL ENGINEER
 STATE OF MARYLAND
 LICENSE # 14810
 EXPIRES 04/20/21 (renewed)

MSP-505

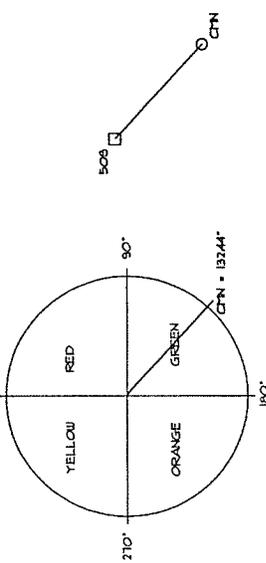
1778 80TH ST. EAST
 HYVER GROVE HEIGHTS,
 MD 20677

SHEET TITLE
**TOWER ELEVATION
 & COAX ROUTE**

SHEET NUMBER
A-2

ANTENNA	SITE 505 LOOKING AT SITE	AZIMUTH	DOWNTILT	ANT SIZE	RADIO *	ANT MODEL *	CABLE SIZE	PROTECTED
ANTENNA 1	CTN	137.44°	-0.74°	7'			1/2"	H

NOTE:
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 (91) COAX TO BE RUN TO NEW INTERCONNECT ANTENNA. (92) COAX TO BE UTILIZED & (1) COAX
 (93) COAX TO BE RUN TO NEW INTERCONNECT ANTENNA. (94) COAX TO BE UTILIZED & (1) COAX
 (95) COAX TO BE RUN TO NEW INTERCONNECT ANTENNA. (96) COAX TO BE UTILIZED & (1) COAX
 (97) COAX TO BE RUN TO NEW INTERCONNECT ANTENNA. (98) COAX TO BE UTILIZED & (1) COAX
 (99) COAX TO BE RUN TO NEW INTERCONNECT ANTENNA. (100) COAX TO BE UTILIZED & (1) COAX

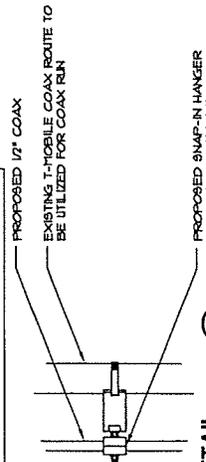


NOTE:
 ALL COAX SHALL BE MARKED
 INSIDE THE CABINET WITH A
 BLACK ON WHITE "P-TOUCH"
 MARKING TAPE. LIST THE NAME
 OF THE SITE THE ANTENNA IS
 LOOKING AT AND THE AZIMUTH
 REFERENCE TO THE CENTER
 OF THE END OF THE COAX 4"
 VISIBLE FROM THE FRONT OF
 THE CABINET.

NOTE:
 RELOCATED INFORMATION
 TO * (1) COAX CABLE
 H * (2) COAX CABLES

ANTENNA INFO & COLOR CODING
 SCALE: NTS.

NOTE:
 TTM WILL RELOCATE COAXIAL CABLE IN THE DRY
 TUBE, ACCORDING TO THE DIRECTION OF THE CITY
 AND ENGINEER WHEN THE TANK IS REFINISHED AT
 SOME POINT IN THE FUTURE.



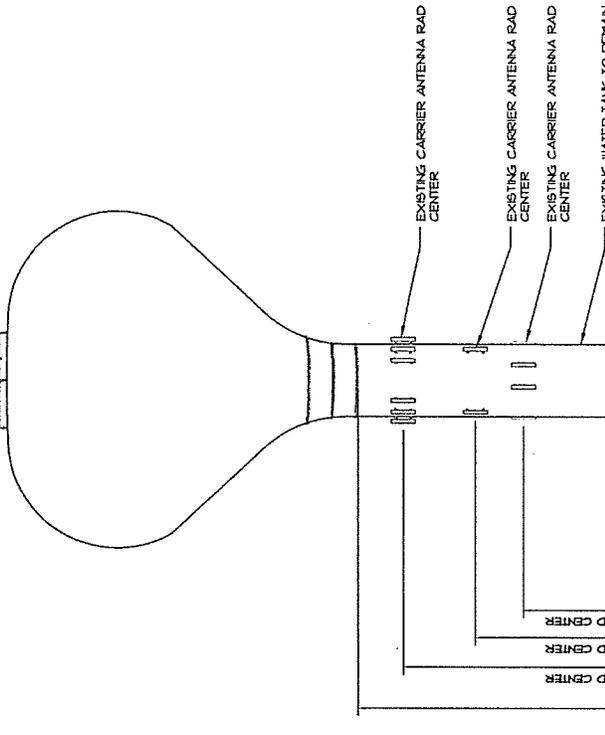
DETAIL
 SCALE: NTS.

NOTES:
 CONTRACTOR TO PLACE A
 NEOPRENE THERMOSEAL BETWEEN ALL
 MOUNTING HARDWARE AND PAINTED
 TANK SURFACES OR HANDRAILS
 CONTRACTOR TO PAINT ANTENNA
 AND MOUNTING PIPE TO MATCH
 EXISTING TANK COLOR. SEE A-1

NOTE:
 TTM COAX WILL FOLLOW EXISTING T-MOBILE
 VERTICAL ROUTE THROUGH THE SECOND
 CONDENSATE CEILING FROM THERE THE TTH COAX
 WILL TRANSITION HORIZONTALLY, ATTACHED VIA
 BEAM CLAMP ON THE TANK STIFFENER RING. COAX
 PIPE AND ROUTE UP THROUGH THE DRY TUBE. TTH
 WILL UTILIZE EXISTING 4" PENETRATIONS AT THE TOP
 OF THE TANK.

COAX ROUTE
 SCALE: NTS.

PROPOSED TTM INTERCONNECT
 ANTENNA WILL BE ATTACHED TO
 EXISTING OPEN 3" HOIST PIPE AT TOP
 OF TANK. ANTENNA WILL ATTACH 1"
 ABOVE RAIL



NOTE:
 TTM WILL NOT INSTALL ANTENNAS UNTIL
 ALL ELEVATIONS AND
 ANTENNA SIZE IS VERIFIED BY THE
 PROJECT MANAGER.

NOTE:
 TTM'S SCOPE OF WORK DOES NOT
 INCLUDE THE REFINISHING
 OF THE TOWER OR STRUCTURE. NEW
 ANTENNAS SHOWN ON THIS PLAN
 HAVE NOT BEEN EVALUATED TO
 VERIFY THE TOWER OR STRUCTURE
 CAN SUPPORT THEM. THESE
 ANTENNAS, PRIOR TO ANY ANTENNA
 INSTALLATION, A STRUCTURAL
 EVALUATION OF THE TOWER OR
 STRUCTURE SHOULD BE PERFORMED.

TANK ELEVATION
 SCALE: 1" = 25'-0"

TTH ANTENNA RAD CENTER AT EXISTING HAND RAIL (VERIFY HEIGHT IN FIELD)

3

2

1

Approved & Sealed by: *(Signature)*

PROJECT NO:	1101987
DRAWN BY:	DWY
CHECKED BY:	JKR
REVISION BY:	LEW

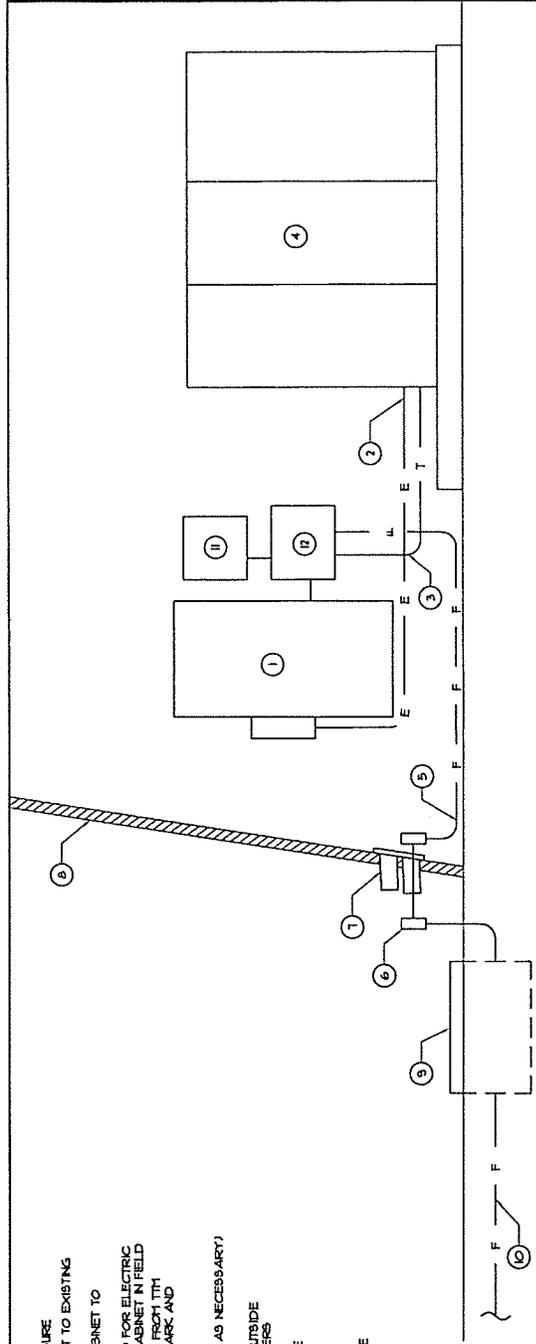
NO.	DATE	DESCRIPTION
4	03.13.11	RYSON
3	02.27.11	RYSON
2	04.23.11	PJT COMMENTS
1	12.01.10	WORKMAN R/S

RONALD J. WATSON
 LICENSED PROFESSIONAL ENGINEER
 STATE OF MINNESOTA
 LICENSE NO. 19000
 EXPIRES 06/30/12
 SEAL NO. 1101987

MSP-505
 1770 EDVILLET EAST
 INVER GROVE HEIGHTS,
 MN 56077

SHEET TITLE
UTILITY DETAILS

SHEET NUMBER
A-3



ELECTRIC & TELEPHONE SINGLE LINE DIAGRAM
 SCALE: NTS

1. NEW 26" X 29" X 48" TELECOM (SMALL) EQUIPMENT ENCLOSURE
2. PROPOSED 2" ELECTRIC CONDUIT RUN FROM TTH CABINET TO EXISTING T-MOBILE CABINET FOR ELECTRIC TIE-IN
3. PROPOSED 1/2" TELEPHONE CONDUIT RUN FROM TTH CABINET TO EXISTING T-MOBILE CABINET FOR TELCO TIE-IN
4. EXISTING T-MOBILE EQUIPMENT CABINET TO BE UTILIZED FOR ELECTRIC TIE-IN. NEW 2" FIBER CONDUIT TO BE RUN FROM TTH CABINET IN FIELD FROM NEW HAND HOLE TO NEW 2" FIBER CABINET IN FIELD
5. GENERAL CONTRACTOR TO RUN (1) NEW 2" FIBER CONDUIT FROM TTH CABINET TO NEW HAND HOLE LOCATION AND CLEARLY MARK AND STAKE THE END OF THE CONDUIT
6. PROPOSED LB TO BE INSTALLED (TYP OF 2)
7. EXISTING CABLE PORTS TO BE UTILIZED (WEATHER SEAL AS NECESSARY)
8. EXISTING WATER TANK WALL
9. PROPOSED 2" CONDUIT HAND HOLE TO BE INSTALLED OUTSIDE WATER TANK FOR FIBER WALL TO BE SUPPLIED BY OTHERS
10. EXISTING CONDUIT FROM NEW HAND HOLE AND RUN IN NEW 2" FIBER CONDUIT FROM NEW HAND HOLE AND CLEARLY MARK & STAKE THE END OF CONDUIT
11. PROPOSED H-FRAME MOUNTED 20" X 18" X 9" WESTELL CELLPAK CP2828T TELECOM SYSTEM ENCLOSURE
12. PROPOSED TTH HORMAN BOX MOUNTED TO NEW H-FRAME

NOTE:
 CONTRACTOR TO VERIFY LOCATION OF ALL UTILITIES AND GROUND UTILITIES PRIOR TO CONSTRUCTION

NOTE:
 CONTRACTOR TO USE SEAL TIGHT WHIPS ABOVE GRADE AND PVC CONDUIT BELOW GRADE

NOTE:
 CONTRACTOR TO LABEL EXPOSED CONDUITS WITH TAPE IDENTIFYING CONTENTS INSIDE (TELEPHONE, ELECTRIC, FIBER, ETC.)

PROJECT NO:	T101987
DRAWN BY:	DKW
CHECKED BY:	JMS
REVISION BY:	LEW

NO.	DATE	BY	DESCRIPTION
1	04.20.11	DKW	ISSUE FOR PERMITS
2	04.20.11	DKW	ISSUE FOR PERMITS
3	04.20.11	DKW	ISSUE FOR PERMITS
4	04.20.11	DKW	ISSUE FOR PERMITS

RONALD AUTREMAN
 LICENSED PROFESSIONAL ENGINEER
 STATE OF MINNESOTA
 LICENSE NO. 24713
 EXPIRES 06/30/12

MSP-505
 1775 87TH ST EAST
 INNER GROVE HEIGHTS,
 MN 55077

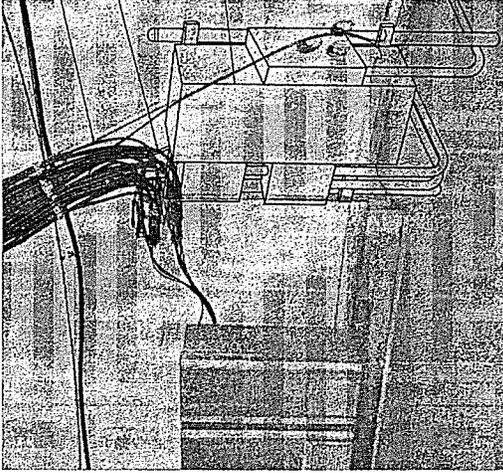
SHEET TITLE
**COAX MOUNTING &
 CONDUIT SUPPORT
 DETAILS**

SHEET NUMBER
A-5

PROPOSED SNAP-IN HANGERS TO BE UTILIZED. ANDREW PART # 95H10 TO BE UTILIZED FOR NEW TTM COAX ROUTE

(1) PROPOSED 1/2" COAX RUN TO BE INSTALLED. TTM COAX RUN UTILIZING SNAP-IN HANGERS

PROPOSED 7.6" X 23" X 48" TELEFLEX (SMALL) EQUIPMENT ENCLOSURE

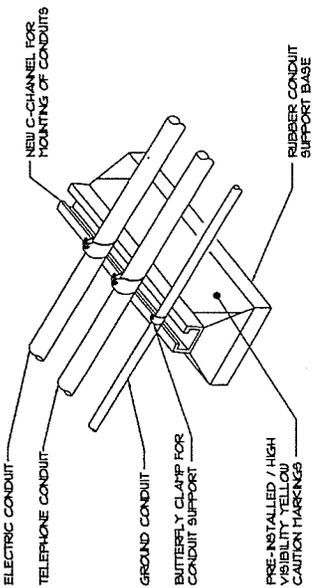


NOTE:
 TTM COAX WILL FOLLOW EXISTING T-MOBILE VERTICAL ROUTE THROUGH THE SECOND ENCLOSURE. THE NEW TTM COAX WILL TRANSITION HORIZONTALLY, ATTACHED VIA BEAH CLAMP ON THE TANK STIFFENER RING. COAX WILL THEN TRANSITION VERTICALLY ONTO OVERFLOW PIPE AND ROUTE UP THROUGH THE DRY TUBE. TTM WILL UTILIZE EXISTING 4" PENETRATIONS AT THE TOP OF THE TANK

NOTE:
 TTM WILL RELOCATE COAXIAL CABLE IN THE DRY TUBE TO THE LEFT SIDE OF THE TANK. THE TANK AND ENGINEER WHEN THE TANK IS REFINISHED AT SOME POINT IN THE FUTURE.

2

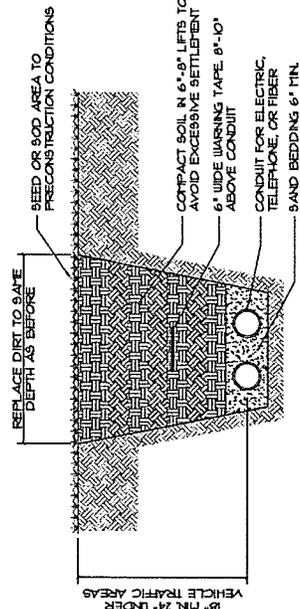
COAX MOUNTING
 SCALE: NONE



NOTE: INSTALL NUMBER OF CONDUITS AS SHOWN ON DRAWINGS.

1

CONDUIT SUPPORT BLOCK
 SCALE: NONE



3

BURIED CONDUIT DETAIL
 SCALE: N.T.S.

GROUNDING NOTES

- COAX CABLE SHALL BE GROUNDED AT ANTENNA LEVEL WITHIN 5' OF ANTENNA COAX WILL ADDITIONALLY BE GROUNDED AT THE BASE OF THE TOWER BY BEFORE THE CABLE REACHES A HORIZONTAL PLANE. IF EQUIPMENT CABINET IS MORE THAN 15' FROM THE TOWER AN ADDITIONAL GROUND KIT WILL BE ADDED 24" BEFORE CABLE ENTERS CABINET.
- ALL COAX GROUND KITS WILL BE ANDREW CORPACT BURE GROUND*
- VERIFY THE GROUNDING CONTINUITY BETWEEN THE TOWER BASE AND THE NEW TTH CABINET GROUND BAR CONTRACTOR SHALL ENSURE THAT ALL METALLIC OBJECTS WITHIN 6' FROM CABINET HAVE GROUNDING CONTINUITY. THE G.C. SHALL CORRECT ANY DEFECTS BY ADDING GROUNDING CONDUCTOR TO ENSURE CONTINUITY.
- CONTRACTOR SHALL PERFORM A GROUND IMPEDANCE TEST PRIOR TO CONSTRUCTION TO ENSURE SITE IS LOWER THAN 5-OH Ω . IF SITE HAS A RESISTANCE HIGHER THAN 5 OH Ω REPORT TO TTH FOR FURTHER DIRECTION.
- GROUNDING CONDUCTORS SHALL BE COPPER ONLY. EITHER SOLID OR STRANDED CONDUCTORS ARE PERMITTED. ALL EXTERNAL BURRED CONDUCTORS MUST BE BARE. EQUIPMENT GROUND LEADS IN CABLE TRAYS MUST BE GREEN INSULATED.
- CONTRACTOR TO PROVIDE GROUND WIRES, BARS, AND CONNECTIONS AS SHOWN ON GROUNDING RISER DIAGRAM.
- ROUTE GROUNDING CONDUCTORS ALONG THE SHORTEST AND STRAIGHTEST PATH POSSIBLE. EXCEPT AS OTHERWISE INDICATED, ROUNDS BENDS ON GROUNDING LEADS SHALL BE A MINIMUM OF 12". 1/2" WIRE MAY BE BENT WITH 6" RADIUS BENDS. ALL CONNECTIONS SHALL BE EXOTHERMIC TYPE ("CADWELD") TO ANTENNA MASTS, FENCE POSTS, AND GROUND RODS. REMAINING GROUNDING CONNECTIONS SHALL BE COMPRESSION / MECHANICAL FITTINGS.

ELECTRICAL NOTES

- ALL ELECTRICAL WORK SHALL CONFORM TO THE 2008 NATIONAL ELECTRICAL CODE.
- GROUNDING SHALL COMPLY WITH ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE.
- ALL ELECTRICAL ITEMS SHALL BE ILL. APPROVED OR LISTED.
- POWER WIRES AND CABLES SHALL BE COPPER WITH TYPE XHHW THIN, OR THIN INSULATION. SOLID CONDUCTORS FOR 10 AWG AND SMALLER STRANDED FOR LARGER THAN 10 AWG. THIN PILE SIZE 1/2" AWG.
- FLUORESCENT LIGHTING SHALL BE INSTALLED IN THE CONDUIT AS INDICATED ON DRAWING.
- CONTRACTOR TO OBTAIN ALL PERMITS, PAY PERMIT FEES, AND BE RESPONSIBLE FOR SCHEDULING INSPECTIONS.
- TTH TO OBTAIN LOCAL POWER AND TELEPHONE COMPANY APPROVAL AND COORDINATE WITH UTILITY COMPANIES SERVICE ENTRANCE REQUIREMENTS.

GENERAL NOTES

- ACTUAL ANTENNA ACTIVITY IS DETERMINED BY ACTUAL "LINE OF SIGHT" FROM TOWER TO TOWER. CONTRACTOR SHALL ENSURE ANTENNA HAS MEANS FOR OPTIMIZATIONAL ADJUSTMENTS.
- LINE OF SIGHT TAKES PRECEDING OVER ADJUSTMENTS.
- MINIMUM SEPARATION BETWEEN ANTENNAS IS 10' IF CONTRACTOR CAN NOT MAINTAIN MINIMUM DISTANCE CONTACT ENGINEER OR ARCHITECT SHALL BE RESPONSIBLE FOR PROVIDING CONTRACTOR WITH ALL NECESSARY INFORMATION PRIOR TO PURCHASE AND BE RESPONSIBLE FOR SAME.
- COAX CABLE SHALL BE RAISED / SUPPORTED WITH HOISTING GRIP AT APPROPRIATE POINTS PER MANUFACTURER REQUIREMENTS.
- G.C. WILL PROVIDE COAX CABLE, RF CONNECTORS, AND RF GROUNDING KITS. ALL ITEMS INCIDENTAL TO COMPLETING ALL LABOR AND OTHER MATERIALS DESCRIBED ON THIS DRAWING, AND ALL ITEMS INCIDENTAL TO COMPLETING AND PRESENTING THIS PROJECT AS FULLY OPERATIONAL SHALL BE CONTRACTORS RESPONSIBILITY.
- CONTRACTOR SHALL SUPPORT COAX CABLE PER MANUFACTURER REQUIREMENTS OR LDF # 4' O.C.J SUPPORT SHALL BE PER MANUFACTURER REQUIREMENTS AND BE STAINLESS STEEL SNAP N OR NON COMPRESSING BUTTERFLY CLAMP. NO NYLON OR PLASTIC "ZIP-TIES" WILL BE ALLOWED. COAX THAT BE UNSUPPORTED INSIDE MONOPOLE.

GENERAL WELDING

- ALL WELDING SHALL BE BY AN AWS CERTIFIED WELDER.
- COMPLY WITH THE AWS STRUCTURAL WELDING CODES, INCLUDING ANSI/AWS D100-96 *AUGMA STANDARD FOR WELDED STEEL TANKS FOR WATER STORAGE* AS MODIFIED TO DATE.
- MAKE ALL WELDS TO THE TANK WALL WITH E7018 LOW HYDROGEN ROD. WELD SMOOTH AND AVOID UNDERCUTS AND BURRS. GRIND SMOOTH AT WELDS 90° TO TANGENTIAL SURFACES. NO SPATTERS REMAIN. SMOOTH IS DEFINED AS NO CUTS OR DEPRESSIONS OCCUR WHEN RUBBING YOUR HAND OVER THE WELD.
- DO NOT WELD WHEN THE AMBIENT TEMPERATURE IS BELOW 37 $^{\circ}$ F UNLESS THE REQUIREMENTS OF AWS D100, SEC 0.2J BEFORE WELDING. REMOVE ALL COATINGS WITHIN 6" OF THE AREA TO BE WELDED. PREPARE EXISTING STRUCTURAL COMPONENTS SURFACES WHERE WELDING IS TO BE PERFORMED IN ACCORDANCE WITH SSPC AND API CODES.
- WELDING MAY CAUSE BUBBLING OF THE PAINT NEXT TO THE WELD. EXTERIOR PAINT DAMAGE SHALL BE REPAIRED AFTER COMPLETION OF THE ANTENNA INSTALLATION, AND SHALL BE COMPATIBLE WITH THE EXISTING PAINT SYSTEMS. (METHACRYLATE, EXTERIOR). INTERIOR PAINT SHALL BE RESTORED PER AWS D107-91 *COATING STEEL WATER STORAGE TANKS* PERSONNEL ENTRY TO WATER VESSEL SHALL COMPLY WITH AWS D100 C652 *DISINFECTION OF THE WATER STORAGE FACILITIES* AND LOCAL JURISDICTIONAL REQUIREMENTS.
- DO NOT WELD GALVANIZED COMPONENTS DIRECTLY TO THE TANK SURFACE. GRIND GALVANIZED SURFACES FREE OF GALVANIZING PRIOR TO WELDING. PREPARE EXISTING STRUCTURAL COMPONENT SURFACES WHERE WELDING IS TO BE PERFORMED IN ACCORDANCE WITH AWS CODES.
- USE ASTM A-36 CARBON STEEL FOR ALL STRUCTURAL STEEL. USE A-307 BOLTS UNLESS OTHERWISE SPECIFIED.
- COMPLY WITH APPLICABLE AWS D-100, AWS, ASHT STANDARDS, THE ACI, ABC, AND FEDERAL STATE AND LOCAL CODES. DURING CONSTRUCTION DESIGN AND FABRICATION.
- VERIFY FIELD CONDITIONS. FIELD FIT UP PROBLEMS OR CHANGES TO THE PLAN SHEETS ARE TO BE BROUGHT TO THE ATTENTION OF THE ENGINEER. CONTRACTOR SHALL CONTACT WELDING INSPECTOR 48 HOURS PRIOR TO ACTUAL WELDING (LARRY SHITAKA GUY SERVICES) / (630) 918-8500 OR ENGINEER.
- WELD CERTIFICATION SHALL BE PROVIDED TO WELDING INSPECTOR PRIOR TO WORK COMMENCEMENT.



1775 67TH ST EAST
INNET GROVE HEIGHTS,
MN 55077



W-T COMMUNICATION
DESIGN GROUP, LLC
1415 PLYMOUTH
ST. PAUL, MN 55109
PH: 612-770-3333 FAX: 612-770-3334
WWW.WTDESIGN.COM

PROJECT NO: T101997

DRAWN BY: DRW

CHECKED BY: JHR

REVISION BY: LEW

NO.	DATE	DESCRIPTION
1	12.01.08	ISSUANCE
2	01.20.11	PER COMMENTS
3	04.27.11	REVISION
4	04.13.11	REVISION

RONALD ANTONIO
LICENSED PROFESSIONAL ENGINEER
STATE OF MINNESOTA
LICENSE NO. 26723 LICENSED 1/1/00

MSP-605
1775 67TH ST EAST
INNET GROVE HEIGHTS,
MN 55077

SHEET TITLE
GENERAL NOTES

SHEET NUMBER
A-7

WATER TANK CLEANING AND PAINTING REQUIREMENTS

- A. PAINTING OF ALL NEW ITEMS, AND REPAIR OF ALL DAMAGED AREAS OF THE TOWER WILL BE REQUIRED. SURFACE PREPARATION AND PAINTING REQUIREMENTS ARE AS FOLLOWS.
- B. UNDER THE DIRECTION OF THE ENGINEER, SPOT REPAIR AND TOWER SURFACES WHERE THE COATING HAS BEEN DAMAGED BY STRUCTURAL REPAIRS AND MODIFICATIONS, TO AN SSPC-SP-10 NEAR WHITE METAL BLAST CLEAN. THIS WORK INCLUDES ALL NEW ITEMS AND AT OTHER AREAS DAMAGED BY STRUCTURAL REPAIRS OR MODIFICATIONS. FEATHER EDGES OF EXISTING COATING. AT SPOT BLASTED AREAS, USING SSPC-SP-3 POWER TOOL CLEANING METHOD.
- C. BEFORE ANY PRIMER OR COATING IS APPLIED, METAL SURFACES SHALL BE COMPLETELY DRY, DUST FREE, UNINSPECTED AND APPROVED BY THE ENGINEER.
- D. NO COATING SHALL BE PERMITTED WHEN THE RELATIVE HUMIDITY IS EXPECTED TO EXCEED 85% OR COATING SHALL BE PERMITTED WITHIN 40 DEGREES WITHIN 8 HOURS AFTER THE APPLICATION OF THE COATING. COATING SHALL BE PERMITTED WITHIN 5 DEGREES ABOVE WET BULB AIR TEMPERATURE AND BELOW 100 DEGREES F, AND SURFACE TEMPERATURE IS AT LEAST 5 DEGREES ABOVE WET BULB AIR TEMPERATURE. READING COATING SHALL NOT BE APPLIED TO DUSTY, WET, OR DAMP SURFACES, AND SHALL NOT BE APPLIED IN THE RAIN, SMOG, FOG, OR MIST. IF WORKING CONDITIONS ARE QUESTIONABLE, THE ENGINEER SHALL MAKE THE DECISION AND THE CONTRACTOR SHALL ACCEPT THE ENGINEER'S INTERPRETATION AS FINAL AND BINDING.
- E. PRIME COAT MUST BE APPLIED WITHIN 8 HOURS OF ABRASIVE BLASTING.
- F. APPLY BY BRUSH ONE (1) ADDITIONAL COAT OF PRIMER TO INSURE A UNIFORM COAT OF PRIMER THOROUGHLY WORKED INTO AND AROUND ALL SEAMS, WELDS, BOLT ASSEMBLIES, PLATE OVERLAP SEAMS, AND OTHER IRREGULARITIES IN THE SURFACE.
- G. ANTENNAS, EXTERIOR COAX CABLES AND EXTERIOR JUMPER CABLES TO BE PAINTED TO MATCH EXISTING TANK COLOR. ALL ITEMS ATTACHED DIRECTLY TO THE TANK, SUCH AS MOUNTING BRACKETS AND SUPPORTS, SHOULD BE PAINTED TO MATCH EXISTING TANK COATING SYSTEM AND COLOR. CABLES MAY REQUIRE DECARBICATION PRIOR TO COATING.
- H. EXPOSED COAXIAL CABLES, SOLVENT WIRE ALL EXPOSED CABLES, PRIOR TO PRIMING WITH THE RECOMMENDED SOLVENT. PRIME THE CABLES AND JUMPER CABLES WITH 2 COATS OF X-1-H COAX CABLE BONDING SEALER (PRODUCT NO.189). MANUFACTURER'S PHONE NUMBER IS (800) 762-8463. AFTER PRIMING APPLY ONE FINISH COAT TO THE CABLES AS DIRECTED BY THE ENGINEER.
- I. IF GALVANIZED MATERIALS USED, THE GALVANIZED SURFACES MUST BE SOLVENT WIPED AND BRUSH-BLASTED PRIOR TO COATING.
- J. SPECIFICATIONS APPLY TO BOTH SHOP AND FIELD COATING.
- K. EXTERIOR SURFACE SPOT REPAIR AND RE-COATING.
 - I. SPOT PRIME AND FINISH COATING AREAS AS SPECIFIED BY MANUFACTURER. THE COATING SYSTEM SHALL MATCH THE EXISTING COATING SYSTEM ON THE TOWER. THE EXTERIOR PRIMER SHALL BE THERPEC HYDRO-ZINC SERIES 9-100, 25-35 MILS DRY FILM THICKNESS. THE DFT OF THE PRIMER AT ANY INDIVIDUAL SPOT REPAIR SHALL BE 105 MILS. THE INTERMEDIATE COAT SHALL BE THERPEC HYDRO-ZINC SERIES 9-100, 25-35 MILS DRY FILM THICKNESS. THE DFT OF THE PRIMER PLUS FIRST INTERMEDIATE COAT AT ANY INDIVIDUAL SPOT REPAIR SHALL BE 140-160 MILS. THE SECOND EXTERIOR INTERMEDIATE COAT SHALL BE THERPEC ENDOURSHIELD II SERIES 1079, 30-50 MILS DFT. THE DFT OF THE PRIMER PLUS BOTH INTERMEDIATE COATS SHALL BE 190 MILS. THE FINISH COAT SHALL BE THERPEC ENDOURSHIELD II SERIES 1079, 16.0 MILS DFT. THE FINISH COAT SHALL BE 125 MILS MINIMUM. INCLUDING THE PRIMER, INTERMEDIATE AND FINISH COATS SHALL BE 105 MILS DFT. THE FINISH COAT SHALL BE 125 MILS MINIMUM. INCLUDING THE PRIMER, INTERMEDIATE AND FINISH COATS SHALL BE 105 MILS DFT. THE FINISH COAT SHALL BE 125 MILS. THE COLOR SHALL MATCH THE EXISTING COATING TO THE OWNER'S SATISFACTION.
 - II. EXTERIOR COATING SHALL BE BY BRUSH AND ROLLER ONLY.

INTERIOR DRY SPOT REPAIR AND RE-COATING:

I. THE INTERIOR DRY COATING SYSTEM SHALL BE COMPATIBLE WITH THE EXISTING COATING SYSTEM ON THE TANK. THE INTERIOR DRY PRIMER SHALL BE THERPEC HYDRO-ZINC SERIES 9-100, 25-35 MILS DRY FILM THICKNESS. THE DFT OF THE PRIMER AT ANY INDIVIDUAL SPOT REPAIR SHALL BE 105 MILS. THE INTERMEDIATE COAT SHALL BE THERPEC HYDRO-ZINC SERIES 9-100, 25-35 MILS DRY FILM THICKNESS. THE DFT OF THE PRIMER PLUS INTERMEDIATE AT ANY INDIVIDUAL SPOT REPAIR SHALL BE 140-160 MILS. THE SECOND INTERMEDIATE COAT SHALL BE THERPEC ENDOURSHIELD II SERIES 1079, 30-50 MILS DFT. THE DFT OF THE PRIMER PLUS BOTH INTERMEDIATE COATS SHALL BE 190 MILS. THE FINISH COAT SHALL BE THERPEC ENDOURSHIELD II SERIES 1079, 16.0 MILS DFT. THE FINISH COAT SHALL BE 125 MILS MINIMUM. INCLUDING THE PRIMER, INTERMEDIATE AND FINISH COATS SHALL BE 105 MILS DFT. THE FINISH COAT SHALL BE 125 MILS. THE COLOR SHALL MATCH THE EXISTING INTERIOR DRY COLOR TO THE OWNER'S SATISFACTION.

INTERIOR WET SURFACE SPOT REPAIR AND RE-COATING:

I. SPOT BLAST THE INTERIOR WET AREA OF THE TANK AT LOCATIONS DAMAGED DURING INSTALLATION OF NEW EXTERIOR AND INTERIOR DRY ITEMS, INCLUDING ANTENNA AND CABLE SUPPORT BRACKETS AND HANDRAIL. USE AN SSPC-SP-10 NEAR WHITE METAL BLAST. FEATHER EDGES OF EXISTING COATING. AT SPOT BLASTED AREAS, USING SSPC-SP-3 POWER TOOL CLEANING METHOD.

II. THE INTERIOR WET COATING SYSTEM SHALL BE COMPATIBLE WITH THE EXISTING COATING SYSTEM SHALL BE COMPATIBLE WITH THE EXISTING COATING SYSTEM ON THE TANK. THE INTERIOR WET PRIMER SHALL BE THERPEC HYDRO-ZINC SERIES 9-100, 25-35 MILS DRY FILM THICKNESS. THE DFT OF THE PRIMER AT ANY SPOT REPAIR SHALL BE 105 MILS. THE INTERMEDIATE COAT SHALL BE THERPEC HYDRO-ZINC SERIES 9-100, 25-35 MILS DRY FILM THICKNESS. THE DFT OF THE PRIMER PLUS INTERMEDIATE COAT AT ANY INDIVIDUAL SPOT REPAIR SHALL BE 140-160 MILS. THE SECOND INTERMEDIATE COAT SHALL BE THERPEC ENDOURSHIELD II SERIES 1079, 30-50 MILS DFT. THE DFT OF THE PRIMER PLUS BOTH INTERMEDIATE COATS SHALL BE 190 MILS. THE FINISH COAT SHALL BE THERPEC ENDOURSHIELD II SERIES 1079, 16.0 MILS DFT. THE FINISH COAT SHALL BE 125 MILS MINIMUM. INCLUDING THE PRIMER, INTERMEDIATE AND FINISH COATS SHALL BE 105 MILS DFT. THE FINISH COAT SHALL BE 125 MILS. THE COLOR SHALL MATCH THE EXISTING INTERIOR WET COLOR TO THE OWNER'S SATISFACTION.

NOTE:
THIS PAINT MAY NOT BE IN TRANSPARENT AND SHALL NOT BE USED TO PAINT
THE ANTENNAS OR COAXIAL CABLE.



TELECOM TRANSPORT
MANAGEMENT, INC.
1775 GROVE HEIGHTS EAST
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W-T COMMUNICATIONS
DESIGN GROUP, LLC
1775 GROVE HEIGHTS EAST
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TEL: (612) 607-8888
FAX: (612) 607-8888

PROJECT NO: T10187

DESIGNED BY: JKR

CHECKED BY: JKR

REVISION BY: LEW

DATE: 11/11/03

SCALE: AS SHOWN

PROJECT: 1775 GROVE HEIGHTS EAST

DATE: 11/11/03

SCALE: AS SHOWN

PROJECT: 1775 GROVE HEIGHTS EAST

DATE: 11/11/03

SCALE: AS SHOWN

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DATE: 11/11/03

SCALE: AS SHOWN

PROJECT: 1775 GROVE HEIGHTS EAST

DATE: 11/11/03

SCALE: AS SHOWN

MSP-505

1775 GROVE HEIGHTS EAST
MINNAPOLIS, MN 55477

SHEET TITLE

WATER TANK NOTES

SHEET NUMBER

A-8

EXHIBIT C
Rent Calculations

<u>Calendar Year</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
2012	\$ 6,300.00	\$ 525.00
2013	\$ 6,615.00	\$ 551.25
2014	\$ 6,945.75	\$ 578.81
2015	\$ 7,293.04	\$ 607.75
2016	\$ 7,657.69	\$ 638.14
<u>If renewed:</u>		
2017	\$ 8,040.57	\$ 670.05
2018	\$ 8,442.60	\$ 703.55
2019	\$ 8,864.73	\$ 738.73
2020	\$ 9,307.97	\$ 775.66
2021	\$ 9,773.37	\$ 814.45
<u>If renewed:</u>		
2022	\$ 10,262.04	\$ 855.17
2023	\$ 10,775.14	\$ 897.93
2024	\$ 11,313.89	\$ 942.82
2025	\$ 11,879.59	\$ 989.97
2026	\$ 12,473.57	\$ 1,039.46
<u>If renewed:</u>		
2027	\$ 13,097.25	\$ 1,091.44
2028	\$ 13,752.11	\$ 1,146.01
2029	\$ 14,439.72	\$ 1,203.31
2030	\$ 15,161.70	\$ 1,263.48
2031	\$ 15,919.79	\$ 1,326.65

The rent increase shall occur automatically without notice.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Proposal From SRF Consulting Group to Prepare a Preliminary Layout for City Project 2010-09F, Upper 55th Street from T.H. 3 to Babcock Trail

Meeting Date: June 13, 2011
 Item Type: Consent *TK*
 Contact: Tom Kaldunski: 651-450-2572
 Prepared by: Tom Kaldunski, City Engineer
 Reviewed by: Scott Thureen, Public Works Director *SK*

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: Capital Improvement Revolving Fund

PURPOSE/ACTION REQUESTED

Consider resolution accepting letter of agreement with SRF Consulting Group, Inc. for engineering services for the 2010 Improvement Program – City Project No. 2010-09F, Upper 55th Street from Trunk Highway 3 to Babcock Trail.

SUMMARY

The City’s 2030 Comprehensive Plan, adopted in March 2010, identifies the transportation needs for the City in Section 5. The Comprehensive Plan indicates that Upper 55th Street is a priority for updating the existing transportation system. See attached Table 5-4, Figures 5.7, 5.11, and 5.12.

The City Council reviewed the proposed Pavement Management Program CIP for 2011-2017 during a Council workshop in March 2011 which outlined this segment of Upper 55th Street as a high priority road for reconstruction. The attached CIP indicates this project would be constructed in 2017. This road was a County turn back to the City many years ago. It is currently a two-lane rural section with ditches. There are many driveways and turning movements on this road. Current traffic counts are approximately 5,800 ADT and projections indicate traffic may reach the 13,000 to 15,000 ADT level. These conditions prompt consideration for an urban three-lane or four-lane road. The existing ROW is approximately 66 feet wide and additional ROW will be needed for street, utility, stormwater facilities and trail construction. Consideration as a future A-Minor Arterial will be reviewed to assist in securing Federal funding for the improvements.

Authorizing SRF to prepare a preliminary layout of Upper 55th Street will identify the future concept for the road and allow the City to pursue Federal funding and start any ROW acquisition needs. As discussed at the Council workshop, these activities will take time to complete and starting now will allow the City to meet the target construction date in 2017.

A copy of the SRF proposal dated June 8, 2011 is attached for Council consideration. SRF is proposing to complete the preliminary layout of Upper 55th Street for \$9,950. This work will be funded from the Capital Improvement Revolving Fund.

It is recommended that the City Council accept the SRF proposal. SRF was selected for this project from the City’s Consulting Engineering Pool for transportation projects. SRF was selected because of their knowledge and experience in assisting cities secure Federal funding

for transportation projects. Staff has reviewed the proposal and recommend approval of the resolution which authorizes the execution of the letter agreement dated June 8, 2011 in the amount of \$9,950.

TK/kf

Attachments: Resolution
Letter of Agreement, dated June 8, 2011
Excerpts from 2030 Comprehensive Plan, Transportation
2011-2017 PMP CIP Map

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION APPROVING PROPOSAL AGREEMENT WITH SRF CONSULTING GROUP,
INC. FOR ENGINEERING SERVICES RELATED TO A PRELIMINARY CONCEPT PLAN FOR
THE 2010 IMPROVEMENT PROGRAM, CITY PROJECT NO. 2010-09F, UPPER 55TH
STREET FROM T.H. 3 TO BABCOCK TRAIL**

RESOLUTION NO. _____

WHEREAS, SRF Consulting Group, Inc. has submitted a proposal agreement for the engineering preliminary concept services work, as requested by the City of Inver Grove Heights; and

WHEREAS, SRF Consulting Group, Inc. is in the City's Transportation Engineering Consultant Pool and familiar with the Upper 55th Street proposed project and the City's Comprehensive Plan for the Upper 55th Street area; and

WHEREAS, SRF Consulting Group, Inc. has assisted many cities in designing and securing funding from outside sources for transportation projects; and

WHEREAS, SRF Consulting Group, Inc. is familiar with Federal funding solicitation for transportation projects.

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

1. An agreement dated June 8, 2011 with SRF Consulting Group, Inc. for the following work is hereby approved:

Preliminary Layout of Upper 55th Street \$9,950

2. The City is authorized to enter into this agreement with SRF Consulting Group, Inc.
3. The Public Works Director is authorized to begin preliminary planning for the project.

Adopted by the City Council of Inver Grove Heights, Minnesota this 13th day of June 2011.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy Clerk

June 8, 2011

Mr. Thomas Kaldunski, PE
City Engineer
CITY OF INVER GROVE HEIGHTS
8150 Barbara Avenue
Inver Grove Heights, MN 55077

**SUBJECT: Revised SCOPE OF SERVICES TO PREPARE A PRELIMINARY CONCEPT LAYOUT FOR
UPPER 55TH STREET, FROM TRUNK HIGHWAY 3 TO BABCOCK TRAIL**

Dear Mr. Kaldunski:

Thank you for the opportunity to submit a revised proposal to prepare a preliminary concept layout for the City of Inver Grove Heights. The previous proposal we submitted also included a task to prepare an application for federal Transportation Enhancement funds, but our understanding is that the City has decided to wait on that application for this current solicitation (2015-16 timeframe) because the CIP has identified the roadway improvements for 2017. This will enable the City to initiate the process to try and revise the functional classification of the road to an A Minor Arterial, thereby making it eligible for federal funding, along with taking other project implementation steps such as completing a feasibility report, securing any additional right of way or easements, etc.

SCOPE OF SERVICES

As described below, we have developed a project approach that will enable us to prepare a preliminary concept layout. Based on our understanding of the City's goals for this roadway, SRF will complete the following tasks:

- A. Review the City's Comprehensive Plans, CIP and Transportation Visioning Study to determine the projected traffic ADT on the roadway and make a recommendation on using either a three-lane or four-lane section.
- B. Prepare a concept level layout showing the lane configurations, right of way, trails and sidewalks and all other roadway features of Upper 55th Street from Babcock Street to Robert Street (TH 43). This layout will be on existing aerial photography base mapping at a 200 scale.
- C. Prepare a typical standard detail cross section for the proposed roadway.
- D. Develop preliminary cost estimates.
- E. Our budget includes up to 4 hours of meeting time with staff or City Council attendance.

www.srfconsulting.com

One Carlson Parkway North, Suite 150 | Minneapolis, MN 55447-4443 | 763.475.0010 Fax: 763.475.2429

An Equal Opportunity Employer

The following assumptions are made in our proposed Scope of Services:

- The City will provide the Dakota County base maps that show the existing right of way/property lines.
- No field surveying will be required.
- The layout will not show any utility improvements at this time – i.e., storm, sanitary, or water main.
- The layout will not reflect any major intersection changes at Babcock or TH 3, such as signalization or a roundabout.
- The layout will not reflect any profiles or grades.

Deliverables

The project deliverables include the following items:

1. A project layout on existing mapping at 200 scale. We will provide an electronic copy along with hard copies to the City.
2. A typical cross section of the proposed roadway.
3. A preliminary cost estimate.

BASIS OF PAYMENT

SRF is proposing to complete the scope of services for the preliminary layout on a lump sum basis for a total fee of \$9,950. The project will be led by Senior Associate, Dave Hutton, who has over 23 years of experience working on municipal projects in Minnesota, including 14 years as a City Engineer. Dave will be assisted by a Design Engineer and CAD Technician.

STANDARD TERMS AND CONDITIONS

The attached Standard Terms and Conditions (Attachment A) together with this proposal for professional services constitute the entire agreement between the Client and SRF Consulting Group, Inc. and supersede all prior written or oral understandings. This agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

Mr. Thomas Kaldunski, PE
City of Inver Grove Heights

- 3 -

June 9, 2011

NOTICE TO PROCEED/SCHEDULE

We are prepared to begin immediately. A signed copy of this proposal or a separate letter of authorization returned to this office will serve as notice to proceed. SRF will have the layout completed by Sept 1.

We sincerely appreciate your consideration and look forward to working with you on this project. Please let me know if you have any questions concerning our proposal.

Sincerely,

APPROVED

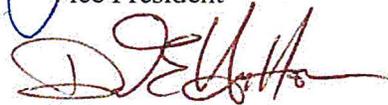
SRF CONSULTING GROUP, INC.

(signature)


James R. Dvorak, PE
Vice President

Name

Title



Date

David E. Hutton, PE
Senior Associate

DEH/JRD/jal

Attachment

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal

SRF No. P11380

[S]Marketing:Proposals:2011 Letter Proposals:P11380 Inver Grove Heights STP.docx

ATTACHMENT A

STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions together with the attached Proposal for Professional Services constitute the entire Agreement between the CLIENT and SRF Consulting Group, Inc. ("SRF") and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

1. STANDARD OF CARE

- a. The standard of care for all professional services performed or furnished by SRF under this Agreement will be the care and skill ordinarily used by members of SRF's profession practicing under similar circumstances at the same time and in the same locality. SRF makes no warranties, expressed or implied, under the Agreement or otherwise, in connection with SRF's service.
- b. The CLIENT shall be responsible for, and SRF may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to SRF pursuant to this Agreement. SRF may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

2. INDEPENDENT CONTRACTOR

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and SRF and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or SRF. SRF's services under this Agreement are being performed solely for the CLIENT's benefit, and no other entity shall have any claims against SRF because of this Agreement or the performance or nonperformance of services hereunder.

3. PAYMENT TO SRF

Invoices will be prepared in accordance with SRF's standard invoicing practices and will be submitted to the CLIENT by SRF monthly, unless otherwise agreed. Invoices are due and payable within thirty (30) days of receipt. If the CLIENT fails to make any payment due SRF for services and expenses within forty-five (45) days after receipt of SRF's invoice thereafter, the amounts due SRF will be increased at the rate of 1-1/2% per month (or the maximum rate of interest permitted by law, if less). In addition, SRF may, after giving seven days written notice to the CLIENT, suspend services under this Agreement until SRF has been paid in full of amounts due for services, expenses, and other related charges.

4. OPINION OF PROBABLE CONSTRUCTION COST

Any opinions of costs prepared by SRF represent his judgment as a design professional and are furnished for the general guidance of the CLIENT. Since SRF has no control over the cost of labor, materials, market condition, or competitive bidding, SRF does not guarantee the accuracy of such cost opinions as compared to contractor or supplier bids or actual cost to the CLIENT.

5. INSURANCE

SRF will maintain insurance coverage for Workers' Compensation, General Liability, Automobile Liability and Professional Liability and will provide certificates of insurance to the CLIENT upon request.

6. INDEMNIFICATION AND ALLOCATION OF RISK

- a. To the fullest extent permitted by law, SRF agrees to indemnify and hold harmless the CLIENT, their officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and defense costs) to the extent caused by SRF's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom SRF is legally liable.
- b. To the fullest extent permitted by law, the CLIENT agrees to indemnify and hold harmless SRF, their officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and defense costs) to the extent caused by the CLIENT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the CLIENT is legally liable.

7. TERMINATION OF AGREEMENT

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, the CLIENT shall pay to SRF all amounts owing to SRF under this Agreement, for all work performed up to the effective date of termination.

8. OWNERSHIP AND REUSE OF DOCUMENTS

All documents prepared or furnished by SRF pursuant to this Agreement are instruments of service, and SRF shall retain an ownership and property interest therein. Reuse of any such documents by the CLIENT shall be at CLIENT's sole risk; and the CLIENT agrees to

indemnify, and hold SRF harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by the CLIENT or by others acting through the CLIENT.

9. USE OF ELECTRONIC MEDIA

- a. Copies of Documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by SRF. Files in electronic media format of text, data, graphics, or of other types that are furnished by SRF to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- b. When transferring documents in electronic media format, SRF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by SRF at the beginning of this Assignment.
- c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of this data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files. SRF shall not be responsible to maintain documents stored in electronic media format after acceptance by the CLIENT.

10. FORCE MAJEURE

SRF shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond SRF's reasonable control.

11. ASSIGNMENT

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

12. BINDING EFFECT

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

13. SEVERABILITY AND WAIVER OF PROVISIONS

Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CLIENT and SRF, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14. SURVIVAL

All provisions of this Agreement regarding Ownership of Documents and Reuse of Documents, Electronic Media provisions, Indemnification and Allocation of Risk, and Dispute Resolution shall remain in effect.

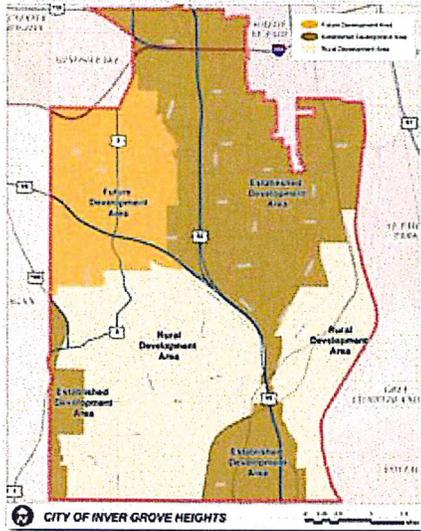
15. DISPUTE RESOLUTION

If negotiation in good faith fails to resolve a dispute within the thirty (30) days of notice of the dispute, or time period specified by applicable law, then the parties agree that each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties. Mediation shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

16. CONTROLLING LAW

This Agreement is to be governed by the law of the principal place of business of SRF.

5. Transportation



Development Policy Areas

Roadway Improvements

The Transportation Chapter has identified a series of transportation improvements, grouped into three categories (Programmed, Planned & Recommended). Not all of the improvements shown on the City's plans are identified in the County's Transportation Plan, though the County has identified these areas for study.

Programmed – Programmed improvements have already been committed and identified in the City's or County's Capital Improvement Program (CIP). Funding has been secured for these projects, and they will be constructed within the next five years.

Planned – Planned improvements have been discussed between agencies and/or identified in previous transportation planning documents. A funding source has not been established at this time. The City assumes that these projects will receive funding and will be implemented prior to 2030.

Recommended – Recommended improvements are projected to be required over and above programmed and planned improvements, as defined above, to meet future conditions. The need for these projects is based primarily on future roadway deficiency analysis (Level of Service) conducted as part of the 2030 comprehensive planning process.

Future Roadway Assumptions & Deficiency Analysis

ASSUMED 2030 BASELINE CONDITIONS

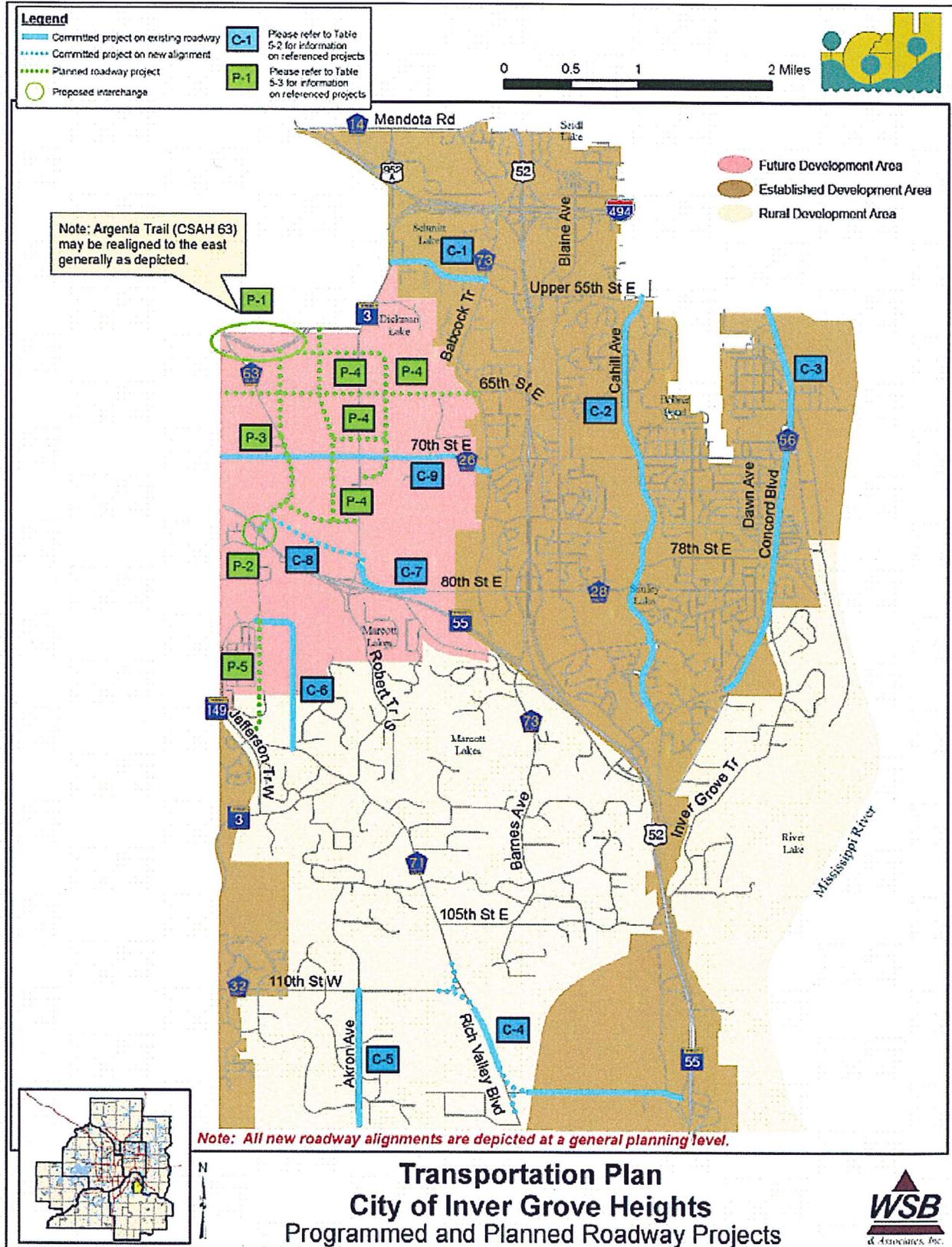
In order to determine future transportation needs, several assumptions need to be made on how the City will develop over the next 20 years. The land use plan provides this foundation. In addition, the land use plan provides policy direction on how specific areas of the community will develop over time. These policy areas have been broken into three distinctive areas: 1) Future Development Area, 2) Established Development Area and 3) Rural Development Area. The Transportation Chapter identifies a series of transportation improvements associated with each of these areas. They are illustrated on Figure 5.7 and grouped into the following categories:

1. *Programmed Improvements* – Programmed improvements have already been identified in the City's or County's Capital Improvement Program (CIP). Funding has been secured for these projects, and they will be constructed within the next five years (see Table 5-4).

Table 5-4: Programmed Transportation Improvement

Figure 5-7 ID Number	Roadway/Facility	Location	Primary Improvement	Lead Agency
C-1	Upper 55th Street	Robert Tr. To Babcock Tr.	2-lane to 4-lane	City of IGH
C-2	Cahill Avenue	upper 55th Street to Concord Boulevard	Combination of restriping from 4-lane to 3-lane, widening at intersections, intersection control (Upper 55th St. and 65th St.)	City of IGH
C-3	Concord Boulevard	Corcoran Path to north of City limit	2-lane to 3-lane	Dakota County
C-4	Cliff Rd. (CSAH 32)/ Rich Valley Blvd (CSAH 71)/117th St.	Cliff Rd./Rich Valley Blvd. to 117th St.	Reconstruct for east-west continuity	Dakota County
C-5	Akron Avenue (CSAH 73)	Cliff Road to Rosemount	Gravel to paved 2-lane (rural section)	Dakota County
C-6	Alverno Avenue	Argenta Tr. to Rich Valley Blvd.	Gravel to paved 2-lane (urban section)	City of IGH
C-7	80th Street (CSAH 28)	Robert Tr. to 0.6 mile east of Robert Tr.	Upgrade roadway to 2-lane divided	Dakota County
C-8	80th St. (CSAH 28)	Robert Tr. to Argenta Tr.	New roadway to support future development	Dakota County
C-9	70th St. (CSAH 26)	Eagan to Babcock Tr.	2-lane to 4-lane divided	Dakota County

Figure 5.7: Programmed and Planned Roadway Projects



5. Transportation

Figure 5.11: 2030 Traffic Volumes

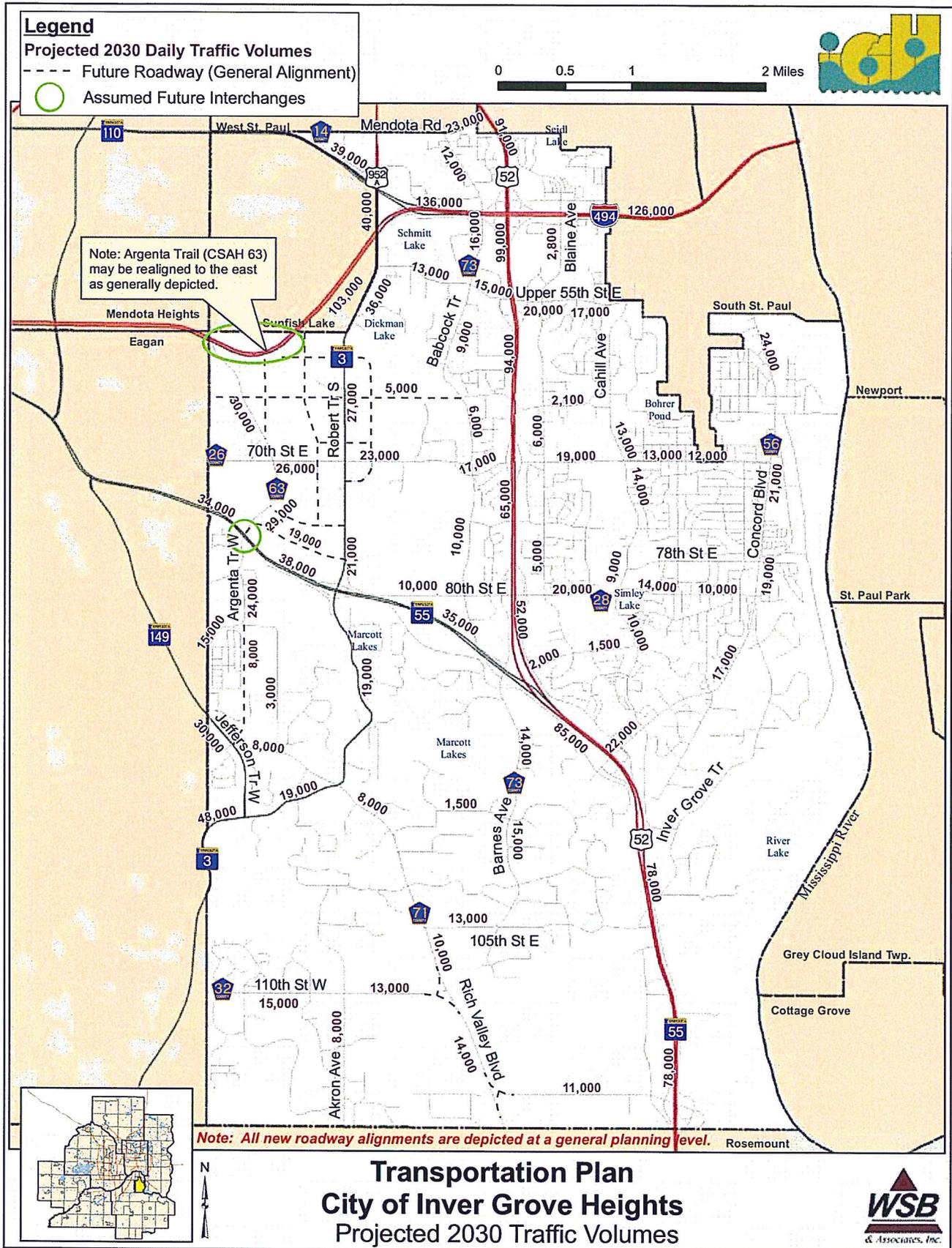
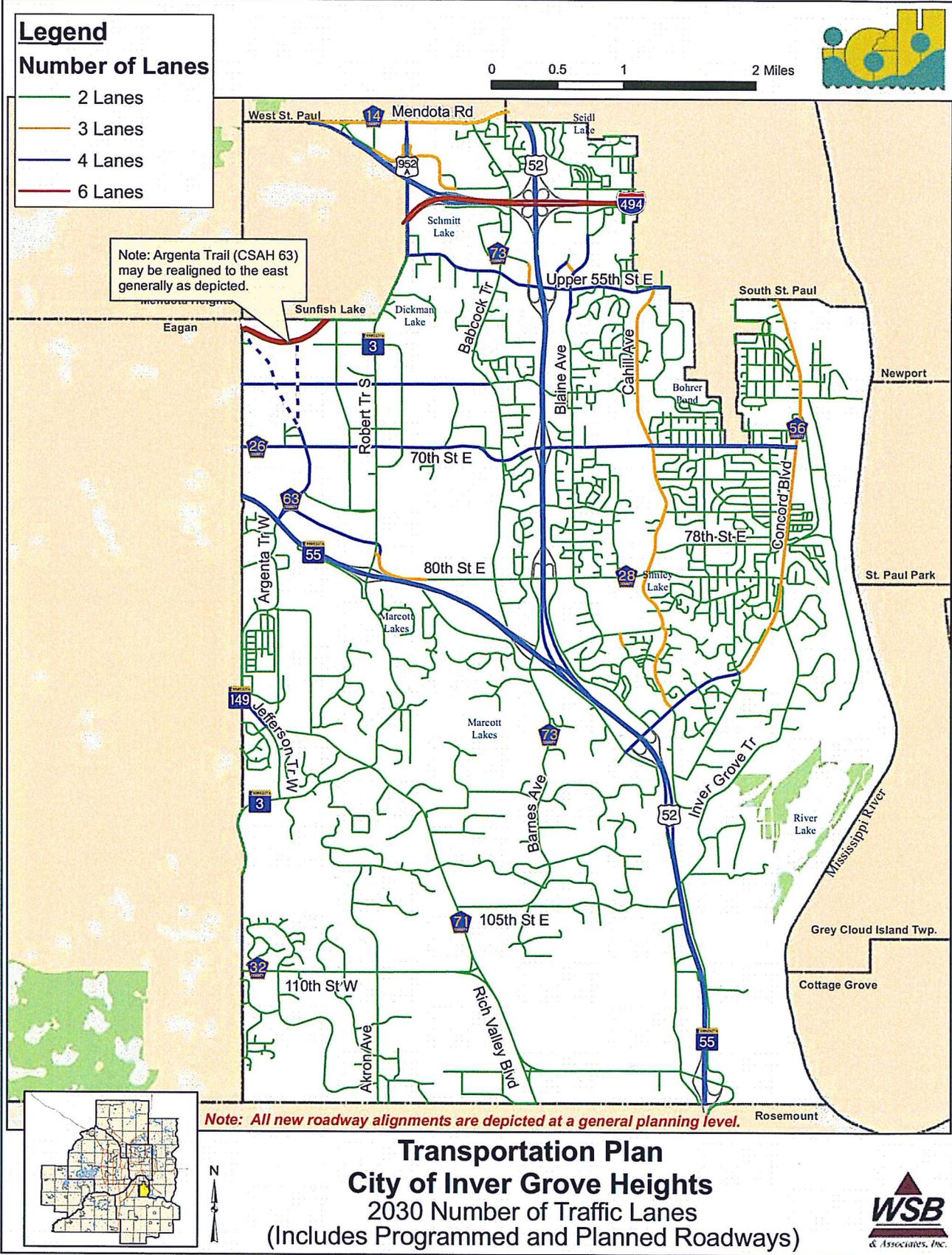


Figure 5.12: 2030 Number of Lanes

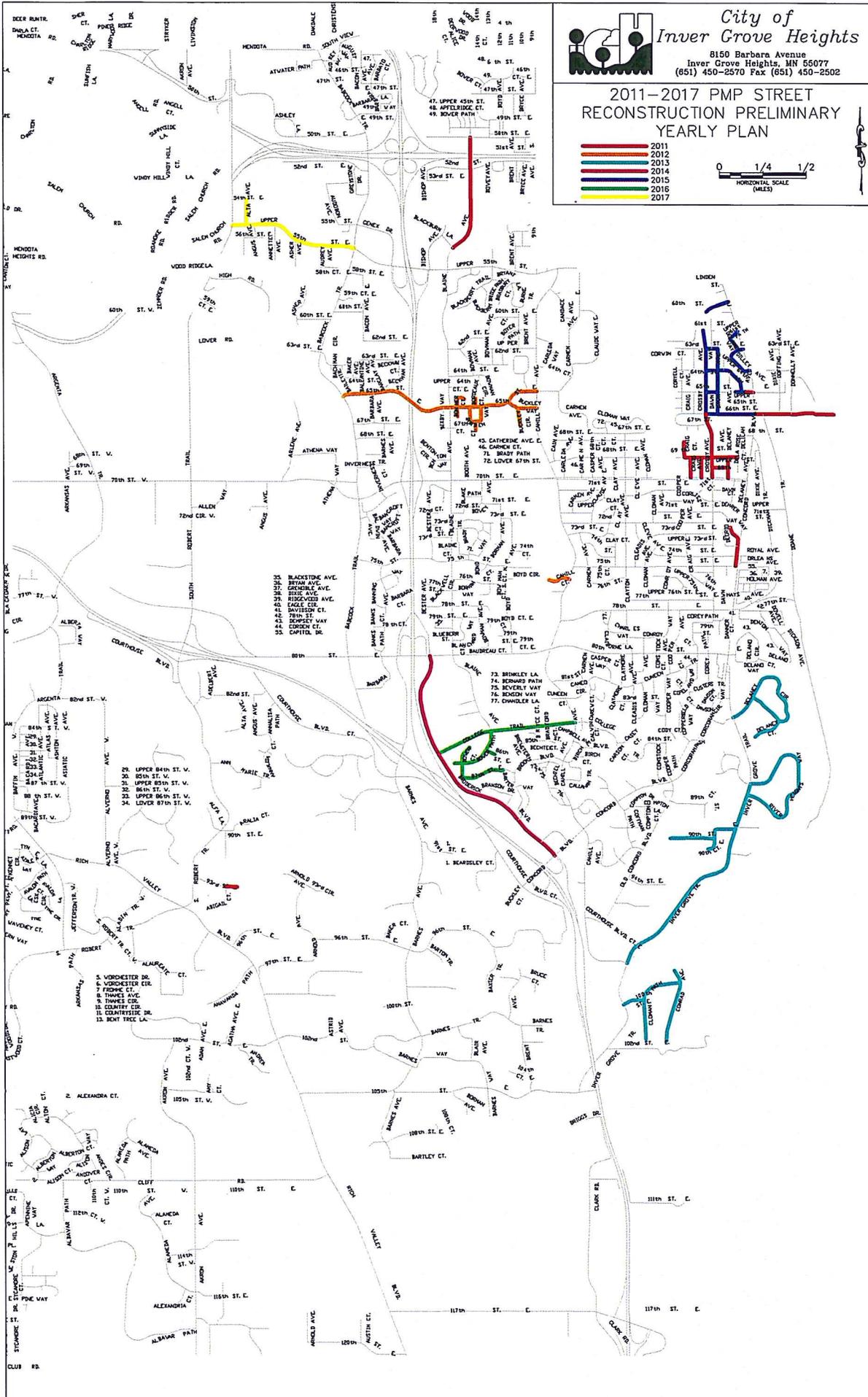




City of Inver Grove Heights

8150 Barbara Avenue
Inver Grove Heights, MN 55077
(651) 450-2570 Fax (651) 450-2502

2011-2017 PMP STREET RECONSTRUCTION PRELIMINARY YEARLY PLAN



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Accepting Proposal from Barr Engineering Co. for Engineering Services to Model Runoff Related to the Emergency Overflow Outlet from Pond T-23 – City Project 2011-03

Meeting Date: June 13, 2011
 Item Type: Consent *TK*
 Contact: Tom Kaldunski: 651-450-2572
 Prepared by: Tom Kaldunski, City Engineer
 Reviewed by: Scott Thureen, Public Works Director *ST*

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: Special Assessments MNDOT Cooperative Agreement, Stormwater Special Tax District

PURPOSE/ACTION REQUESTED

Consider a resolution accepting proposal from Barr Engineering for engineering services for the 2011 Improvement Program – City Project No. 2011-03, Emergency Overflow from MNDOT Pond T-23.

SUMMARY

The June 3, 2011 proposal includes the engineering services that Barr proposes to provide on their project (attached). The City Council ordered the preparation of a feasibility study for this project at the May 9, 2011 meeting. This project consists of updating the emergency overflow storm sewer system from Pond T-23 (Trailer Court), owned by MNDOT, to a connection point with the existing storm sewer system on 9th Street in the City of South St. Paul.

Barr Engineering’s proposal will provide the hydraulic modeling analysis for this overflow pipe. The attached map shows the concept of the emergency overflow system.

The engineering services provided by Barr include updating the XP-SWMM model in the area. This model has been reviewed recently with the proposed expansion of the Gerten’s Greenhouse. Barr will run various model conditions based on input from MNDOT. Other services and deliverables are outlined in the proposal. The cost of these services is \$7,900. Completion of this modeling will allow City staff to complete the feasibility study that has been ordered for City Project 2011-03.

Staff selected this consultant from our 2011 engineering pool. Barr was selected because of their knowledge, experience and hydraulic modeling that has been done in the area. I have reviewed the proposal and recommend approval of the resolution which authorizes execution of the proposal, dated June 3, 2011, in the amount of \$7,900, for Barr to provide these services.

TK/kf

Enclosures: Resolution
 Proposal, dated June 3, 2011
 Map of Overflow Concept

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION APPROVING PROPOSAL FROM BARR ENGINEERING FOR ENGINEERING
SERVICES FOR THE 2011 IMPROVEMENT PROGRAM, CITY PROJECT NO. 2011-03,
EMERGENCY OVERFLOW OUTLET FROM POND T-23**

RESOLUTION NO. _____

WHEREAS, Barr Engineering has submitted a proposal for engineering services work and stormwater modeling, as requested by the City of Inver Grove Heights; and

WHEREAS, Barr Engineering is in the City's Consultant Pool and familiar with the XP-SWMM model for this drainage area.

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

1. The proposal dated June 3, 2011 with Barr Engineering for the following work is hereby approved.

Tasks include:

- 1) Update the XP-SWMM model
- 2) Run various storm conditions including 8" and 10" rainfall events as requested by MNDOT
- 3) Summarize model results and share with cities of Inver Grove Heights and South St. Paul
- 4) Modify the model as needed per agency comments
- 5) Attend various meetings

2. Funding for this work, \$7,900, shall come from the Capital Improvement Revolving Fund.

Adopted by the City Council of Inver Grove Heights, Minnesota this 13th day of June 2011.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

June 3, 2011

Mr. Tom Kaldunski, P.E.
City Engineer
City of Inver Grove Heights

Re: Trailer Court Pond/T23 Overflow Modeling

Dear Mr. Kaldunski:

Thank you for your request for a proposal to perform a stormwater analysis/modeling of the overflow structure from Trailer Court Pond (watershed T23). This letter outlines the scope and cost estimate for performing these modeling tasks.

Background

The Trailer Court Pond and its watershed (watershed T23) are located at the northeast corner of the Gerten's property in Inver Grove Heights. Barr performed extensive modeling of the Gerten's property in 2010 to evaluate the effect of additional development on the property. The majority of the Gerten's site discharges to the northeast, to watershed T23 and the Trailer Court Pond. The pond has a primary discharge pipe to the MnDOT storm sewer system under I-494. There is an overflow structure for this pond; however at this time the downstream outlet of the overflow structure is unknown and the capacity of the overflow structure has not been evaluated.

Before the city can allow additional development on the Gerten's property and other areas in the upstream watershed, MnDOT is requesting an additional analysis to evaluate the overflow structure. For this analysis, we propose to use the XP-SWMM models updated in 2010 for the Gerten's site review.

Scope of Services

The following is an outline of our proposed scope of services for this analysis:

1. We will add the existing emergency overflow structure to the XP-SWMM model to create an updated existing conditions model. The downstream boundary conditions will be added as necessary, which may require requesting storm sewer information from the City of South St. Paul. We will include in the model the South St. Paul watershed where we believe the overflow outlet of the Trailer Court Pond discharges. The current South St. Paul watershed will be subdivided using available 2-foot topographic data and consultation with South St. Paul. If warranted, we will also conduct a site visit to field check the divides and view the overflow route. We assume the peak flow into the South St. Paul storm sewer will have passed once they receive

discharge from the Trailer Court Pond, so our work will not include calculating runoff from South St. Paul into their storm sewer.

2. Once the existing conditions model is created, we will run the model assuming plugged outlet conditions for the 100-year event, to create a condition where there will be discharge through the overflow structure. We will also run the 8-inch and 10-inch events, since these are storms of interest for MnDOT. For the 10-inch event, we will request from MnDOT the model that they have updated, which includes inflows from the upper watersheds for the 10-inch event.
3. We will summarize the preliminary results in an email to the city, and after we have incorporated any comments, the results will be sent to MnDOT and South St. Paul for comment.
4. If necessary, the overflow outlet will then be revised or updated as requested by the city and refined based on conversations with MnDOT and South St. Paul (i.e. – if South St. Paul wants peak runoff rate to be restricted to 5cfs and the model is showing 7cfs). Results will be summarized in a letter to the city.
5. Our scope includes three meetings at the City of Inver Grove Heights offices (two Barr staff attending), and one meeting at the MnDOT offices (one Barr staff attending).

All models will assume proposed land use conditions and proposed development on the Gerten's property (the no-pumping, future scenario). The total cost for this analysis is \$7,900.

Deliverables

We will provide the following deliverables to the City of Inver Grove Heights:

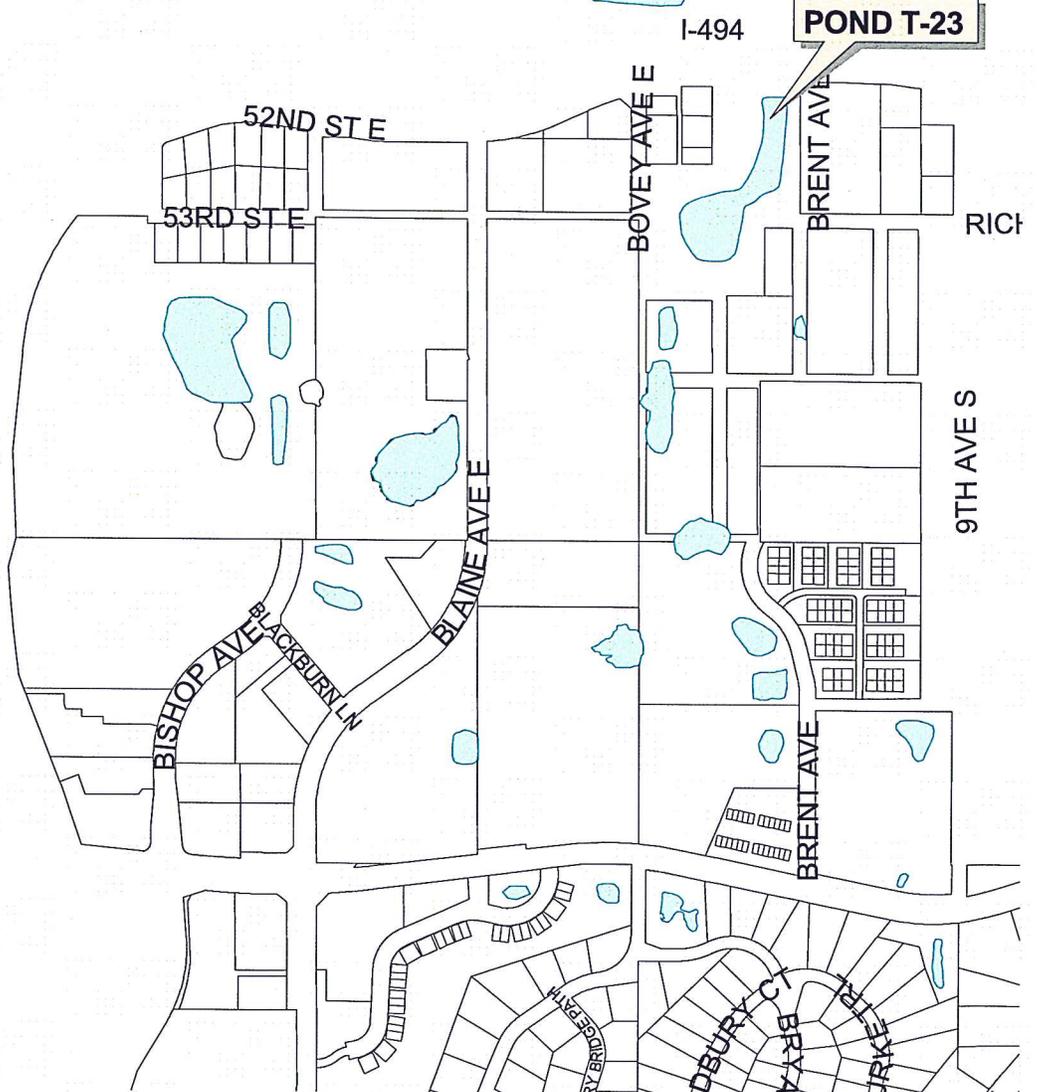
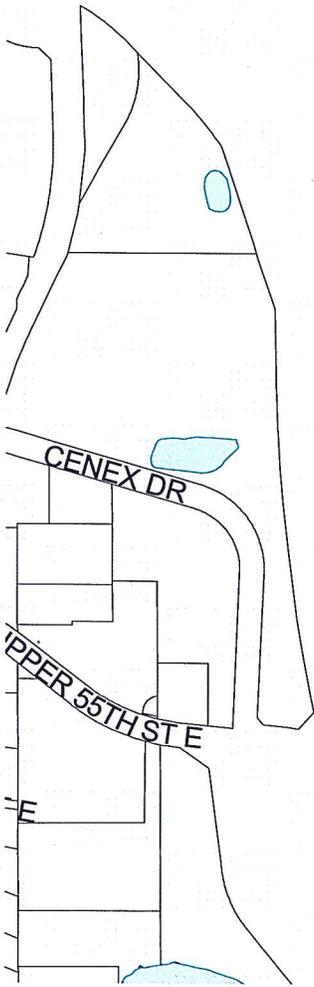
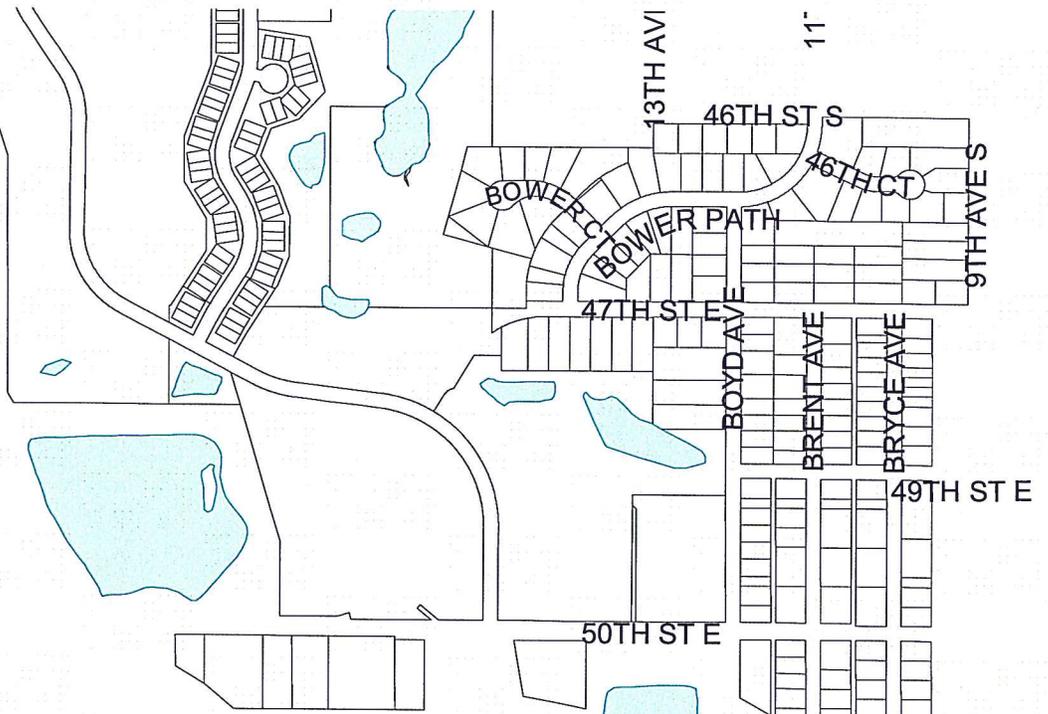
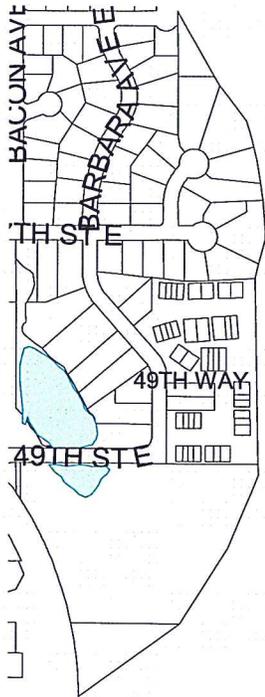
1. Emailed results summary upon completion of the existing conditions modeling.
2. Letter summarizing results upon completion of the proposed conditions modeling.
3. Drainage map for the Trailer Court Pond outlet system in both GIS and AutoCAD format.

To complete this work, we will need information regarding the downstream outlet of the overflow structure, once it is available. We can start work upon your notice to proceed. Please contact me (email kchandler@barr.com, phone 952-832-2813) with a notice to proceed or if you have questions on this scope of services.

Sincerely,

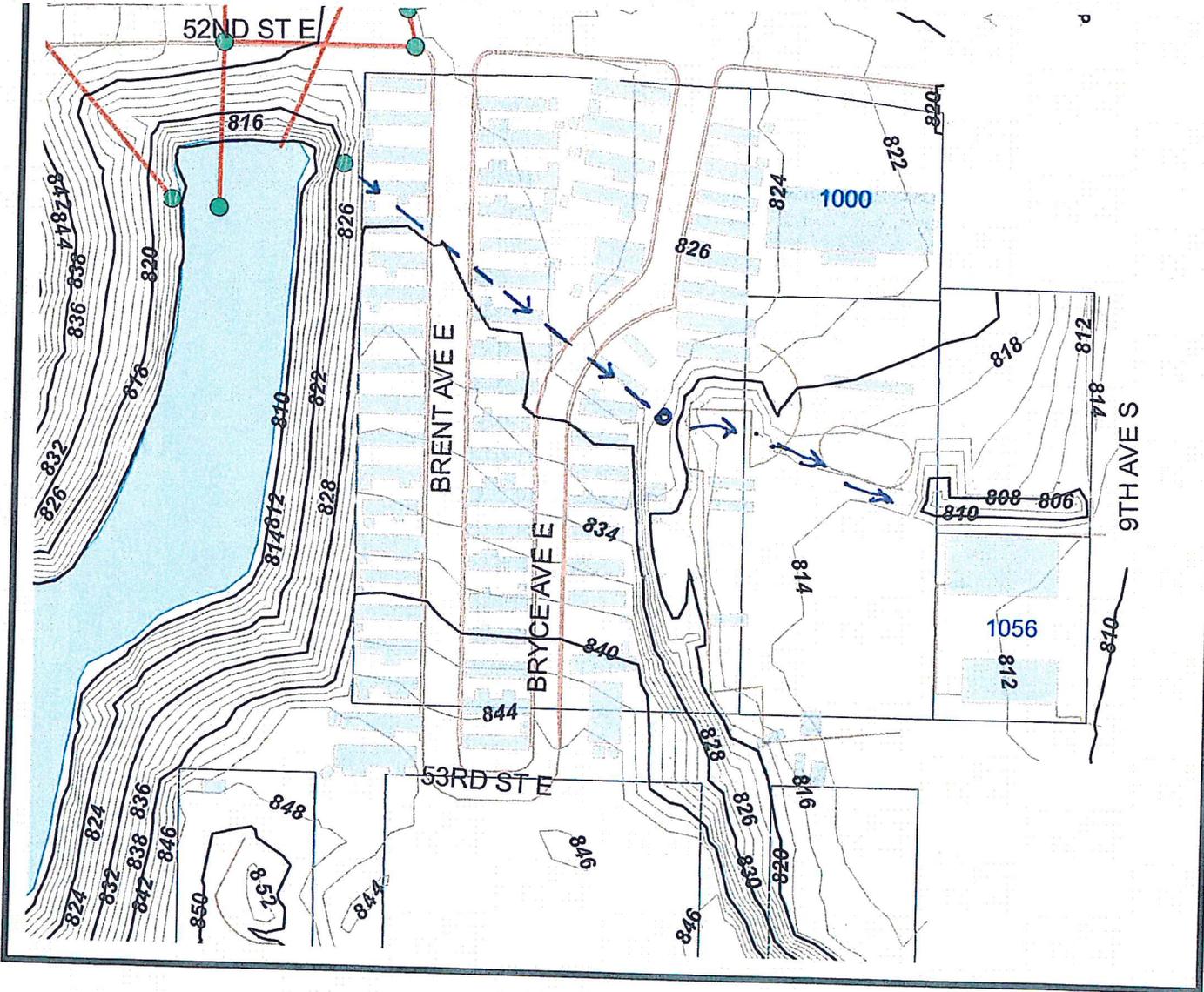


Karen Chandler, P.E.
Senior Water Resources Engineer
Barr Engineering Company



I-494

POND T-23



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Accepting Proposal from Barr Engineering for Hydrologic Modeling in the Highway 110 Area

Meeting Date: June 13, 2011
 Item Type: Consent *TJK*
 Contact: Tom Kaldunski: 651-450-2572
 Prepared by: Tom Kaldunski, City Engineer
 Reviewed by: Scott Thureen, Public Works Director *ST*

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

PURPOSE/ACTION REQUESTED

Consider a resolution accepting a proposal from Barr Engineering for engineering services for the hydrologic modeling in the Highway 110 area to assist in MNDOT permitting for expansions of Luther Nissan Kia and Mauer Chevrolet.

SUMMARY

The City Planning Division has received development submittals to expand the automotive dealerships owned by Luther Nissan Kia at 1470 E. 50th Street and Mauer Chevrolet at 1055 Highway 110. Both dealerships will be expanding the impervious surface of their lots. These areas will contribute additional storm runoff from new impervious surfaces. These areas drain to the MNDOT storm sewer systems serving Highway 110 and I-494. The runoff eventually reaches Pond T-23 (MNDOT/Trailer Court Pond) and flows to the Mississippi River. They are in the anti-degradation area of the Mississippi River which promotes reduction in runoff by infiltration

MNDOT has expressed concern with the additional runoff. MNDOT will require a MNDOT drainage permit for each development.

Barr Engineering has prepared a proposal as requested by the City. The June 3, 2011 proposal is attached to this item. Barr’s work will consist of the following:

1. Update the existing Barr watershed model for the Highway 110 area and create a baseline flow model for 2009
2. An existing conditions model for 2010 will be done to incorporate drainage improvements done on the Luther Nissan Kia site in 2010
3. A model for 2011 proposed developments at Luther Nissan Kia and Mauer Chevrolet will be prepared to predict changes in peak rates and flow volumes from the development proposals
4. Results of these studies will be prepared and shared with the project proposers to assist in sizing their new storm water management facilities, and with MNDOT for review of the drainage permit

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION APPROVING PROPOSAL FROM BARR ENGINEERING INC. FOR
ENGINEERING SERVICES RELATED TO A LETTER AGREEMENT FOR HYDROLOGIC
MODELING IN THE HIGHWAY 110 AREA**

RESOLUTION NO. _____

WHEREAS, Barr Engineering Inc. has submitted a proposal for the engineering hydrologic modeling in the Highway 110 area, as requested by the City of Inver Grove Heights; and

WHEREAS, Barr Engineering Inc. is in the City's Water Resources Engineering Consultant Pool and familiar with the existing computer model for the Highway 110 drainage area; and

WHEREAS, Barr Engineering Inc. has assisted the City of Inver Grove Heights with preparing the hydrologic modeling of the Highway 110 area and the Gerten's/T-23 modeling.

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

1. A proposal dated June 3, 2011 with Barr Engineering Inc. for the following work is hereby approved:

Hydrologic Model Update	\$11,500
-------------------------	----------

2. The City is authorized to enter into this proposal agreement with Barr Engineering Inc.
3. Funding for the work will be provided by the developers.

Adopted by the City Council of Inver Grove Heights, Minnesota this 13th day of June 2011.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy Clerk

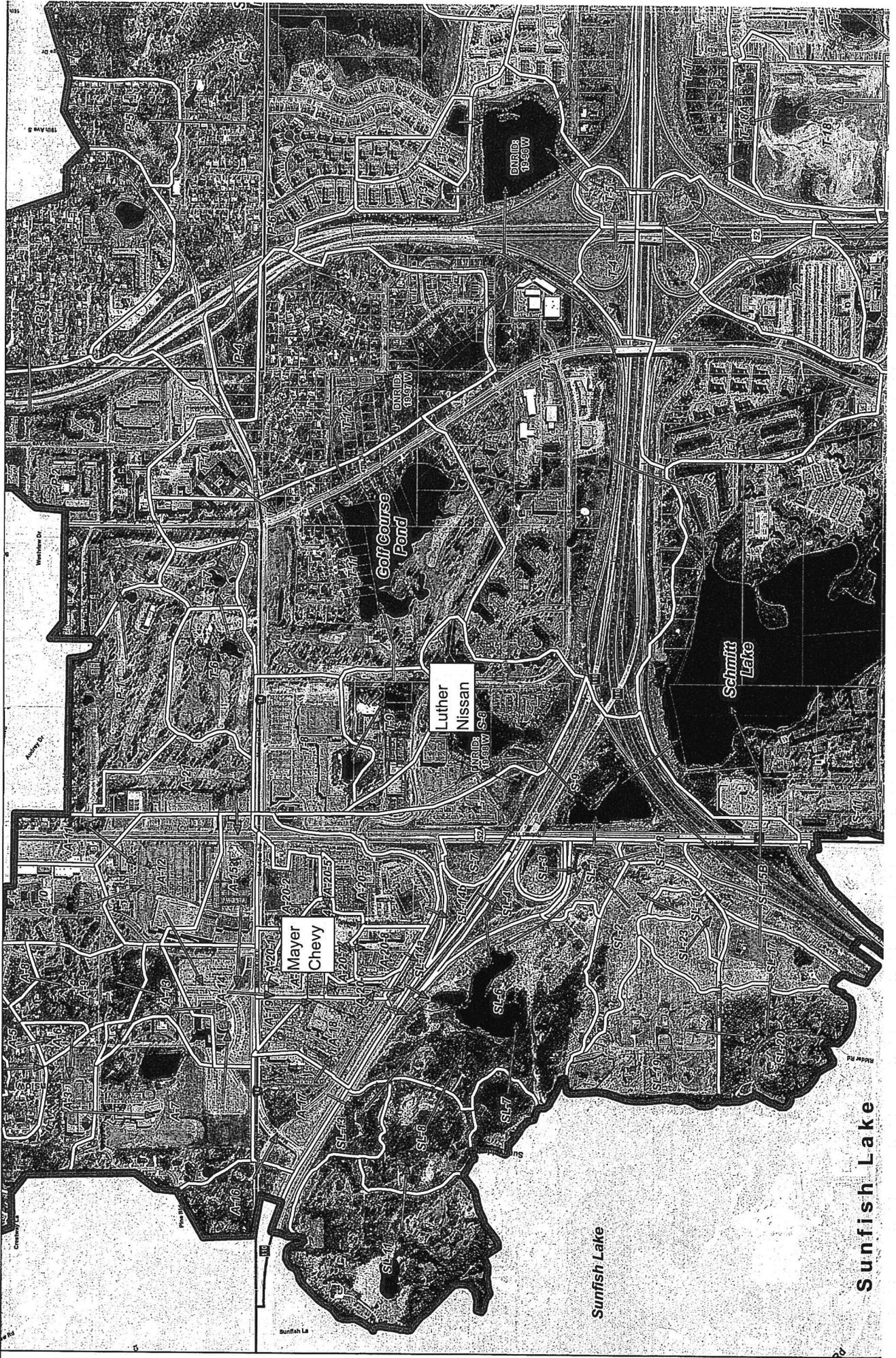
The total cost for this storm water modeling is \$11,500. All costs will be covered by the developments. Luther Nissan Kia is to provide an engineering escrow of \$8,000 for the modeling and Mauer Chevrolet is to provide an engineering escrow of \$3,500 for the modeling. The developers must provide the escrows before any modeling is completed.

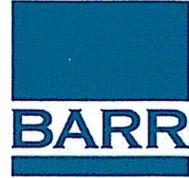
Staff selected Barr Engineering from our 2011 Engineering Consultant Pool. Barr was selected because of their knowledge, experience and the current Highway 110 watershed model they prepared previously. I have reviewed the proposal and recommend approval of the resolution which authorizes execution of the proposed agreement dated June 3, 2011 in the amount of \$11,500 for Barr to provide these services.

The funding for the services will come from the engineering escrows provided by the developers.

TK/kf

Enclosure: Resolution
Map of Drainage Area
Proposal dated June 3, 2011





June 8, 2011

Mr. Tom Kaldunski, P.E.
City Engineer
City of Inver Grove Heights

Re: Highway 110 Hydrologic and Hydraulic Modeling

Dear Mr. Kaldunski:

Thank you for your request for a proposal regarding the hydrologic and hydraulic modeling of the watersheds along Highway (Hwy) 110, which include the Mauer Chevrolet and the Luther Kia car dealership properties. This letter outlines the scope and cost estimate for updating the hydrologic and hydraulic model and reviewing changes in peak flow rate and volume resulting from the proposed site modifications at the dealerships.

We understand that the City wishes to evaluate the effects of adding increased impervious area at the dealership properties. For our analysis, we will compare the results from four scenarios: 1) the 2006 model, 2) 2009 baseline model, 3) existing (2010) conditions model, and 4) proposed conditions model. These scenarios are discussed further below. The watersheds along Hwy 110, which include the Chevrolet and Kia dealership properties are currently modeled using the Barr Watershed Model (BWM). The BWM is a simplified method of modeling runoff and hydrograph routing, and will be updated and used for this analysis.

The following is an outline of our proposed scope of services for this analysis:

1. The existing BWM will be reviewed and updated to create the 2009 baseline model. The purpose of this model is to establish the baseline peak runoff rates and volumes to allow for an accurate comparison to the peak rate and volume after the construction in 2010 and the proposed 2011 construction.

Watershed divides and other hydrologic inputs (percent impervious, slope, etc) will be updated to 2009 conditions for watersheds tributary to (and including) the dealership properties that lie between Mendota Road and Hwy 110. To simplify our analysis, we will assume no changes are needed to hydrologic inputs north of Mendota Road (and outside of Inver Grove Heights). Hydraulic routing updates (new pipe systems) for the 2009 baseline scenario are not included in this scope of work, but can be incorporated if requested by the City. A cost estimate can be provided to the city based on the number of structures that need to be updated.

2. An existing (2010) conditions model will be created by incorporating the additional impervious area and the new pond and outlet structure constructed in 2010 at the Kia dealership. This model will be used to show any changes in peak rate or volume resulting specifically from the 2010 construction.
3. The existing conditions model will then be updated to include the proposed increase in impervious area at both dealership properties. This proposed conditions model will be used to show any changes in peak rate or volume resulting specifically from the proposed 2011 site changes.
4. The results from these three scenarios will be tabulated and compared to the 2006 model results. This information will help the City determine if there have been changes in peak flow rates or volumes from the watershed previous to the 2010 construction. The specific hydrologic attributes that resulted in a change in rate or volume will not be determined as part of this scope (i.e., an increase in rate could be the result of new topography or increased imperviousness).
5. The results from the modeling scenarios will be summarized in a draft letter and submitted to the City for review. We will revise the letter and model (if needed) based on comments from the City. The revised letter and models will then be provided to MnDOT for their review.
6. Our scope includes communications with MnDOT and one meeting at the MnDOT offices (one Barr staff attending) and three meetings at the City of Inver Grove Heights offices (two Barr staff attending).

We will review the peak runoff rates and volumes at each of the dealerships, and at the locations where discharge crosses Hwy 110. If the peak flow rates or volumes have changed at Hwy 110, MnDOT may require that the City extend the model further downstream to determine if there is any impact at the location(s) where discharge enters MnDOT's storm sewer system. This proposal does not include this additional analysis. If this work is required, we can provide you with a cost estimate for this change in scope at that time.

The total cost for this analysis is \$11,500.

To complete this work, we will need the plans from the 2010 site changes and proposed development plans for the dealership properties. We can start work upon your notice to proceed. Please contact me (email kchandler@barr.com, phone 952-832-2813) with the notice to proceed or if you have questions on this scope of services.

Sincerely,



Karen Chandler, P.E.
Senior Project Manager
Barr Engineering Company

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Accepting the MS4 Annual Report for 2010

Meeting Date: June 13, 2011
 Item Type: Consent
 Contact: Tom Kaldunski: 651-450-2572
 Prepared by: Tom Kaldunski, City Engineer
 Reviewed by: Scott Thureen, Public Works Director

TK

SAT

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider resolution accepting the MS4 Annual Report for 2010 required through the NPDES Storm Water Permit Program.

SUMMARY

The implementation requirements of the City’s NPDES MS4 (Storm Water) Permit require the City to prepare an Annual Report to the MPCA. Staff was able to accomplish all of the necessary tasks associated with the Storm Water Permit. A copy of the MS4 Annual Report for 2010 is attached.

The City completed a program that took care of all aspects of our Annual Report, including the annual meeting; developing and providing required education materials for the general public; providing required staff training; and providing an inspection and record keeping database for City use.

The Annual Report was presented to the public at the May 25, 2011 annual meeting. Five residents attended the meeting and provided comments on the report. A copy of the presentation is attached for your information. The comments received did not result in any significant changes to the City’s MS4 Program and a Record of Decision was prepared (see attached). The City’s 2010 MS4 Program included improvement actions, maintenance programs, training, and inspections utilizing approximately \$650,000 in funding. The City will be required to update its current NPDES MS4 permit in 2011. This update will cover the next five years of the MS4 Program. Additional information on updating the City 2012-2016 MS4 will be presented at a later time.

I recommend approval of the resolution accepting the 2010 MS4 Annual Report and Record of Decision. The City must provide this Annual Report to the MPCA by June 30, 2011.

TK/kf

Enclosure: Resolution
 2010 Record of Decision
 MS4 Annual Report
 Presentation at the Annual Meeting

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

RESOLUTION ACCEPTING THE MS4 ANNUAL REPORT FOR 2010

RESOLUTION NO. _____

WHEREAS, in order to complete all required tasks to implement the City's NPDES MS4 (Storm Water) Permit in a timely manner, the City Public Works Department conducted various activities throughout 2010 to implement and track the MPCA's Best Management Practices ((BMP's) to meet the required minimum control measures of the permit; and

WHEREAS, the City compiled the MS4 activities in a Record of Activities, prepared an Annual Report for 2010 and conducted an Annual Meeting to present the MS4 Report to the public; and

WHEREAS, the City heard comments from its residents and concluded that the MS4 activities for 2010 met the permit requirements and the staff prepared the 2010 Record of Decision following the May 25, 2011 Annual Meeting.

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

1. The 2010 Record of Decision and the MS4 Annual Report for 2010 are hereby accepted and staff is directed to present the Annual Report to the MPCA prior to the June 30, 2011 deadline.

Adopted by the City Council of Inver Grove Heights, Minnesota this 13th day of June 2011.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

**2010 RECORD OF DECISION
June 13, 2010**

**CITY OF INVER GROVE HEIGHTS, MN
NPDES PHASE II: SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEMS (MS4)
{Part V.G.2.b.1-3, c.}**

Pursuant to the 2006 NPDES Phase II: MS4 requirements, the following Record of Decision was created in response to public comments received at the 2010 annual public meeting held at 5pm on May 25, 2011 at Inver Grove Heights City Hall, 8150 Barbara Avenue in Inver Grove Heights, MN.

Background & Comments

Thomas J. Kaldunski P.E., City Engineer, presented an overview of the City's Storm Water Pollution Prevention Plan, and outlined the six minimum control measures the City implemented in 2010 and goals for 2011. The meeting was to encourage public comment, determine the appropriateness of the current plan and incorporate public feedback into the SWPPP (if applicable).

Five residents attended the meeting and no comments were received from the public prior to the start of the meeting. Public comments received at the meeting consisted of general interest questions regarding rain gardens on mill and overlay projects, would the City fund private rain gardens; where do the MS4/NPDES regulations come from; how to find information on the City's GIS system; timing of the annual meeting; litter conveyed by storm systems; pending storm water utility fees and credits; and can the City Engineer meet with property owners to review storm water management practices.

City staff provided general information on these topics and sources where residents can obtain additional information, if desired. Due to the nature of the comments received, no formal response or SWPPP modifications are required by the City.

Any questions regarding the NPDES Phase II: MS4 requirements for the City of Inver Grove Heights may be directed to Tom Kaldunski, City Engineer at 651-450-2572.

<End of Record of Decision>



Minnesota Pollution Control Agency

520 Lafayette Road North
St. Paul, MN 55155-4194

MS4 Annual Report for 2010

Municipal Separate Storm Sewer Systems (MS4s)

Reporting period January 1, 2010 to December 31, 2010

Due June 30, 2011

Doc Type: Permitting Annual Report

Instructions: By completing this mandatory MS4 Annual Report form, you are providing the Minnesota Pollution Control Agency (MPCA) with a summary of your status of compliance with permit conditions, including an assessment of the appropriateness of your identified best management practices (BMPs) and progress towards achieving your identified measurable goals for each of the minimum control measures as required by the MS4 Permit. If a permittee determines that program status or compliance with the permit can not be adequately reflected within the structure of this form additional explanation and/or information may be referenced in an attachment. This form has significant limitations and provides only a snap shot of MS4 compliance with the conditions in the Permit. After reviewing the information, MPCA staff may need to contact the permittee to clarify or seek additional information. The MPCA enforcement policy is to provide the opportunity to respond to any alleged violations before any enforcement action is taken.

Submittal: This MS4 Annual Report must be submitted electronically to the MPCA using the submit button at the end of the form, from the person that is duly authorized to certify this form. All questions with an asterisk (*) are required fields (these fields also have a red border), and must be completed before the form will send. A confirmation e-mail will be sent in response to electronic submissions. To obtain an electronic copy of the 2010 MS4 Annual Report form, please visit the MPCA website at: <http://www.pca.state.mn.us/water/stormwater/stormwater-ms4.html>.

If you have further questions, please contact one of these MPCA staff members (toll-free 800-657-3864):

- Joyce Cieluch 218-846-7387
- Scott Fox 651-757-2368
- Amy Garcia 651-757-2377

General Contact Information (*Required fields)

*Name of MS4: City of Inver Grove Heights *Contact name: Thomas J. Kaldunski, P.E.

*Mailing address: 8150 Barbara Avenue

*City: Inver Grove Heights *State: MN *Zip code: 55077

*Phone (including area code): (651) 450-2572 *E-mail: tkaldunski@invergroveheights.org

Check here if this contact information is different than the contact indicated on the mailing label.

Minimum Control Measure 1: Public Education and Outreach [V.G.1] (*Required fields)

- A. The permit requires each Permittee to implement a public education program to distribute educational materials to the community or conduct equivalent outreach activities about the impacts of stormwater discharges on water bodies and steps that the public can take to reduce pollutants in stormwater runoff. [Part V.G.1.a]

Note: Please indicate which of the following distribution methods you used during the 2010 calendar year. Indicate the number distributed in the spaces provided (enter "0" if the method was not used or "NA" if the data does not exist):

Media type	Number of media	Number of times published	Circulation/ Audience
<i>Example: Brochures:</i>	<i>3 different brochures</i>	<i>published 5 times</i>	<i>about 10,000</i>
Brochures:	3	1	115
Newsletter:	10 Articles	1	14,400
Posters:	3	1	115
Newspaper articles:	1	1	Local Paper
Utility bill inserts:			
Radio ads:			
Television ads:			
Cable Access Channel:	1 Video	2138 (TV Channel 14 & 16)	NDC4 Territory
Other: Flyers	3	1	115
Other: Rain Garden	4	1	70
Other: Website	1	Entire 2010 year	34,000

B. *Do you use a website as a tool to distribute stormwater educational materials? Yes No
What is the URL: http://www.ci.inver-grove-heights.mn.us/index.aspx?nid=185

C. If you answered yes in question B. above, do you track hits to the site? Yes No
How many hits to the stormwater page during 2010: _____

D. *Did you hold stormwater related events, presentations to schools or other such activities? Yes No
If yes, please describe:
40 residents attended an Informational meeting and 37 residents attended a neighborhood meeting covering need for rain gardens to improve water quality, volume reduction and infiltration. Two Townhall meetings with 70 residents: posters/displays/flyers

E. *Have specific messages been developed and distributed during the 2010 calendar year for Minimum Control Measure (MCM):
MCM 1: Yes No MCM 4: Yes No
MCM 2: Yes No MCM 5: Yes No
MCM 3: Yes No MCM 6: Yes No

F. *Have you developed partnerships with other MS4s, watershed districts, local or state governments, educational institutions, etc., to assist you in fulfilling the requirements for MCM 1? Yes No

G. List those entities with which you have partnered during the 2010 calendar year to meet the requirements of this MCM and describe the nature of the agreement(s). Attach a separate sheet if necessary:
Dakota SWCD Joint Powers Agreement for Rain Garden Program (Public Presentation, Education of Public, Training of Public), LMRWMO "Let's Keep it Clean" video, and Dakota SWCD annual MS4 Training Services

H. *Have you developed methods to assess the effectiveness of your public education/outreach program? Yes No
If yes, please describe:

Minimum Control Measure 2: Public Participation/Involvement [V.G.2] (*Required fields)

A. *Did you hold a public meeting to present accomplishments for calendar year 2010 and to discuss your Stormwater Pollution Prevention Program (SWPPP)? [Part V.G.1.e] Yes No

If no, explain:

B. What was the date of the public meeting: 06/03/2010

C. How many citizens attended specifically for stormwater (excluding board/council members and staff/hired consultants)? 5

D. Was the public meeting a stand-alone meeting for stormwater or was it combined with some other function (City Council meeting, other public event, etc.)? Stand-alone Combined

E. *Each permittee must solicit and consider input from the public prior to submittal of the annual report. Did you receive written and/or oral input on your SWPPP? [Part V.G.2.b.1-3] Yes No

F. *Have you revised your SWPPP in response to written or oral comments received from the public since the last annual reporting cycle? [Part V.G.2.c] Yes No

If yes, describe. Attach a separate sheet if necessary:

Minimum Control Measure 3: Illicit Discharge Detection and Elimination [V.G.3] (*Required fields)

The permit requires permittees to develop, implement, and enforce a program to detect and eliminate illicit discharges as defined in 40 CFR 122.26(b)(2). You must also select and implement a program of appropriate BMPs and measurable goals for this minimum control measure.

- A. *Did you update your storm sewer system map in 2010? Yes No

If yes, please explain which components (ponds, pipes, outfalls, waterbodies, etc.) were updated/added:

Ponds, pipes, outfalls as reported or as-builts submitted

Note: The storm sewer system map was to be completed by June 30, 2008. [Part V.G.3.a]

- B. *Have you modified the format in which the map is available? Yes No

C. If yes, indicate the new format:

Hardcopy only GIS system CAD Other system: _____

- D. *Have you established an ordinance or other regulatory mechanism to prohibit illicit discharges and/or non-stormwater discharges from entering the MS4? Yes No

Note: The Permit requires the ordinance or other regulatory mechanism to be established by June 30, 2010 [Part V.G.3.b]

If yes, indicate whether you've established an: Ordinance or Regulatory mechanism

- E. If you answered yes in question D. above, provide the date the ordinance or other regulatory mechanism was adopted: _____

- F. If you answered yes in question D. above, a complete copy of your illicit discharge prohibition ordinance or other regulatory mechanism addressing the requirements of Part V.G.3.b. of the Permit must be submitted with this MS4 Annual Report. Please provide the URL/reference where your illicit discharge ordinance or other regulatory mechanism may be found. Include specific code numbers if available:

The ordinance may alternately be submitted as a separate electronic file attached to the e-mail submittal of this annual report. Are you submitting an electronic copy? Yes No

Minimum Control Measure 4: Construction Site Stormwater Runoff [V.G.4] (*Required fields)

The permit requires that each permittee **develop, implement, and enforce a program** to reduce pollutants in any stormwater runoff to your small MS4 from construction activities within your jurisdiction that result in a land disturbance of equal to or greater than one acre, including the disturbance of less than one acre of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb one or more acres. [Part V.G.4.]

- A. The permit requires an erosion and sediment control ordinance or regulatory mechanism that must include sanctions to ensure compliance and contains enforcement mechanisms [Part V.G.4.a]. Indicate which of the following enforcement mechanisms are contained in your ordinance or regulatory mechanism and the number of actions taken for each mechanism used during the reporting period (enter "0" if the method was not used or "NA" if the data does not exist). **Check all that apply.**

Enforcement mechanism	Number of actions
<input type="checkbox"/> Verbal warnings	#
<input type="checkbox"/> Notice of violation	#
<input type="checkbox"/> Administrative orders	#
<input checked="" type="checkbox"/> Stop-work orders	# 0
<input type="checkbox"/> Fines	#
<input checked="" type="checkbox"/> Forfeit of security of bond money	# 0
<input type="checkbox"/> Withholding of certificate of occupancy	#
<input type="checkbox"/> Criminal actions	#
<input type="checkbox"/> Civil penalties	#
<input checked="" type="checkbox"/> Other: Escrow	# 0

- B. *Have you developed written procedures for site inspections? Yes No

- C. *Have you developed written procedures for site enforcement? Yes No
- D. *Identify the number of active construction sites greater than an acre in your jurisdiction during the 2010 calendar year: 4
- E. *On average, how frequently are construction sites inspected (e.g., weekly, monthly, etc.)? Weekly
- F. *How many inspectors, at any time, did you have available to verify erosion and sediment control compliance at construction sites during the 2010 calendar year: 4

Minimum Control Measure 5: Post-construction Stormwater Management in New Development and Redevelopment [V.G.5] (*Required fields)

The permit requires each permittee to develop, implement, and enforce a program to address stormwater runoff from new development and redevelopment projects within your jurisdiction that disturb an area greater than or equal to one acre, including projects less than one acre that are part of a larger common plan of development or sale that discharge into your small MS4. Your program must ensure that controls are in place that would prevent or reduce water quality impacts. You must also select and implement a program of appropriate BMPs and measurable goals for this minimum control measure.

Note: The MS4 permit requirements associated with this minimum control measure were required to be fully developed and implemented by June 30, 2008.

- A. *Have you established design standards for stormwater treatment BMPs installed as a result of post-construction requirements? Yes No
- B. *Have you developed procedures for site plan review which incorporate consideration of water quality impacts? Yes No
- C. *How many projects have you reviewed during the 2010 calendar year to ensure adequate long-term operation and maintenance of permanent stormwater treatment BMPs installed as a result of post-construction requirements? [Part V.G.5.b. and Part V.G.5.c]. 18
- D. *Do plan reviewers use a checklist when reviewing plans? Yes No
- E. *How are you funding the long-term operation and maintenance of your stormwater management system? (Check all that apply)
 - Grants Stormwater utility fee Taxes
 - Other: Cash Escrow Funds, General Fund, PMP Fund, Assessments

Minimum Control Measure 6: Pollution Prevention/Good Housekeeping for Municipal Operations [V.G.6] (*Required fields)

The permit requires each MS4 to develop and implement an operation and maintenance program that includes a training component and has the ultimate goal of preventing or reducing pollutant runoff from municipal operations. Your program must include employee training to prevent and reduce stormwater pollution from activities, such as park and open space maintenance, fleet and building maintenance, new construction and land disturbances, and stormwater system maintenance.

- A. *Indicate the total number of structural pollution control devices (for example-grit chambers, sumps, floatable skimmers, etc.) within your MS4, the total number that were inspected in 2010, and calculate the percent inspected. Enter "0" if your MS4 does not contain structural pollution control devices or none were inspected in 2010. Enter "NA" if the data does not exist:

	*Total number	*Number inspected	*Percentage
*Structural pollution control devices:	149	79	53%

- B. *Did you repair, replace, or maintain any structural pollution control devices? Yes No
- C. *For each BMP below, indicate the total number within your MS4, how many of each BMP type were inspected and the percent inspected in 2010. Enter "0" if your MS4 does not contain BMPs or none were inspected in 2010. Enter "NA" if the data does not exist:

Structure/Facility type	*Total number	*Number inspected	*Percentage
*Outfalls to receiving waters:	330	0	100% in '08
*Sediment basins/ponds:	271	0	100% in '08
*Total	601	0	100% in '08

- D. Of the BMPs inspected in C. above, did you include any privately owned BMPs in that number? Yes No
- E. If yes in D. above, how many? _____

Section 7: Impaired Waters Review (*Required fields)

The permit requires any MS4 that discharges to a Water of the State, which appears on the current U. S. Environmental Protection Agency (EPA) approved list of impaired waters under Section 303(d) of the Clean Water Act, review whether changes to the SWPPP may be warranted to reduce the impact of your discharge [Part IV.D].

- A. *Does your MS4 discharge to any waters listed as impaired on the state 303 (d) list? Yes No
- B. *Have you modified your SWPPP in response to an approved Total Maximum Daily Load (TMDL)? Yes No
- If yes, indicate for which TMDL: _____

Section 8: Additional SWPPP Issues (*Required fields)

- A. *Did you make a change to any BMPs or measurable goals in your SWPPP since your last report? [Part V.H.] Yes No
- B. If yes, briefly list the BMPs or any measurable goals using their unique SWPPP identification numbers that were modified in your SWPPP, and why they were modified: *(Attach a separate sheet if necessary)*
- C. *Did you rely on any other entities (MS4s, consultants, or contractors) to implement any portion of your SWPPP? Yes No

If yes, please identify them and list activities they assisted with:

WSB & Assoc. prepared and presented the 2009 SWPPP Annual Report. WSB & Assoc. implemented a IDDE program guideline and trained City wide staff on Illicit Discharge program. Dakota SWCD was hired to aid in staff training and public presentations in relation to the MS4 program. LGM (City Attorneys) were tasked to start on erosion control and illicit discharge ordinance documents.

Owner or Operator Certification (*Required fields)

The person with overall administrative responsibility for SWPPP implementation and Permit compliance must certify this MS4 Annual Report. This person must be duly authorized and should be either a principal executive (i.e., Director of Public Works, City Administrator) or ranking elected official (i.e., Mayor, Township Supervisor).

- *Yes - I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete (Minn. R. 7001.0070). I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment (Minn. R. 7001.0540).

*Name of certifying official: Thomas J. Kelduschi

*Title: City of IGH ENGINEER *Date: 6/3/2011
(mm/dd/yyyy)



**PRESENTATION FOR NPDES PHASE II
2010 SWPPP ANNUAL MEETING IN 2011**

**NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
PHASE II REGULATION OVERVIEW**

- In 1987, Congress amended the Clean Water Act to require implementation, in two phases, of a comprehensive national program for addressing storm water discharges from developed areas. This program is called the National Pollutant Discharge Elimination System, or NPDES.
- The first phase of this EPA-directed storm water program applied to entities with municipal separate storm sewer systems (MS4's) that had populations of 100,000 or more. In Minnesota, Minneapolis and St. Paul were required to apply for permits under Phase I.
- Phase II brought smaller entities located in "urbanized areas" owning MS4's into the NPDES permit program. This group of over 170 cities, townships, counties, agencies and institutions includes IGH.
- The goal of the NPDES permit is to restore and maintain the chemical, physical and biological integrity of waters of the State through management and treatment of urban storm water runoff. The permit program requires that this be accomplished through the management of MS4's through the preparation and implementation of a Storm Water Pollution Prevention Program (SWPPP). No funding was provided from either the Federal or the State level for this required program.

THE STORM WATER POLLUTION PREVENTION PROGRAM (SWPPP)

- The SWPPP identifies the goals and the Best Management Practices (BMPs) that will be undertaken to meet the requirements of the NPDES Phase II permit. Measurable goals have been established for each of the BMPs included in the SWPPP along with an implementation plan and the persons responsible for implementing the BMPs.
- This SWPPP has been prepared to manage and minimize the discharge of pollutants from IGH's MS4 to the maximum extent practicable (MEP). This will be accomplished through the implementation of the BMPs outlined within this SWPPP. These BMPs are a combination of education, maintenance, control techniques, system design and engineering methods, and other such provisions that are appropriate to meet the requirements of the NPDES Phase II permit. BMPs have been prepared to address each of six minimum control measures required by the permit. These six minimum control measures are:
 1. Public education and outreach.
 2. Public participation and involvement.
 3. Illicit discharge detection and elimination.
 4. Construction site runoff control.
 5. Post construction storm water management in new development and redevelopment.
 6. Pollution prevention/good housekeeping for municipal operations.

- For these six minimum control measures, a total of 39 BMPs have been identified along with measurable goals, an implementation schedule, and the persons responsible to complete each BMP.
- The City is required to submit an annual report to the MPCA that summarizes the past years' progress toward achieving the measurable goals for each of the six minimum control measures.

A draft of the annual report has been handed out tonight. I will use that as a guide to review the City's 39 BMP's and summarize the past year's activities associated with each BMP.

- MCM 1.0 Public Education and Outreach
 - 1.1 Brochures, Handouts, Newsletters
 - 1.2 SWPPP Staff Training
 - 1.3 SWPPP Web Page
- MCM 2.0 Public Participation and Involvement
 - 2.1 SWPPP Annual Public Meeting
- MCM 3.0 Illicit Discharge Detection and Elimination
 - 3.1 Illicit Discharge Ordinance
 - 3.2 Recycling Program
 - 3.3 Storm Sewer System Map Update
- MCM 4.0 Construction Site Storm Water Runoff Control Measures
 - 4.1 Erosion Control Ordinance
 - 4.2 Public Works Department Staff Training
- MCM 5.0 Post Construction Storm Water Management for New Development and Redevelopment
 - 5.1 Surface Water Management Plan
 - 5.2 Development Review
- MCM 6.0 Pollution Prevention/Good Housekeeping for Municipal Operations
 - 6.1 Storm Sewer Inspection Program
 - 6.2 Equipment and Hazardous Material Storage
 - 6.3 Landscaping and Lawn Care Practices
 - 6.4 Road Salt Application
 - 6.5 Street Sweeping Program
 - 6.6 NPDES Permit for Industrial Activity

UPCOMING CHANGES TO THE NPDES PERMIT

- Inver Grove Heights is one of many cities in the State that must submit an updated SWPPP for statewide public notice. We are currently in the implementation phase in most of the control measures.
- The City has developed a non-degradation plan that indicates how the City will retrofit its existing storm water system to reduce pollutant loadings to 1988 levels, and the practices and procedures the City will implement to insure that future development does not result in increased pollutant loadings to receiving waters. The implementation component of the non-degradation plan has been incorporated into the updated SWPPP.
- Questions or comments from the public.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Approving Revised Public Hearing Date and Ratifying Actions for Public Notice – City Project No. 2011-12

Meeting Date: June 13, 2011
 Item Type: Consent
 Contact: Scott D. Thureen: 651-450-2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *SDT*

Fiscal/FTE Impact:	
<input 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: Developer Assessments, Pavement Management Fund

PURPOSE/ACTION REQUESTED

Approve Resolution Approving Revised Public Hearing Date and Ratifying Actions for Public Notice - City Project No. 2011-12.

SUMMARY

At the May 23, 2011 Council meeting, the Council approved a resolution scheduling a public hearing to consider the approval of Mn/DOT's layout for the extension of the T.H. 52 west frontage road on June 27, 2011. Due to an earlier than normal submittal deadline at the official newspaper because of the Memorial Day holiday weekend, the required notice publication schedule was missed. Staff ordered publication of the notice in the next issue of the paper (June 5, 2011). That notice calls for the public hearing on July 11, 2011.

Attached is a resolution approving the revised public hearing date and ratifying the staff action to publish the notice for the revised date in advance of Council approval. I recommend approval.

SDT/kf

Attachment: Resolution

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION RESCHEDULING A PUBLIC HEARING TO CONSIDER FINAL LAYOUT NO. 1
FOR THE T.H. 52 WEST FRONTAGE ROAD FROM 0.35 MILES SOUTH OF CONCORD
BOULEVARD TO 0.20 MILES NORTH OF INVER GROVE TRAIL IN THE CITY OF INVER
GROVE HEIGHTS, MN AND RATIFYING ADVANCE PUBLICATION OF NOTICE**

RESOLUTION NO. _____

WHEREAS, the State of Minnesota Department of Transportation (Mn/DOT) has prepared a final layout known as Layout No. 1 for the T.H. 52 West Frontage Road from 0.35 miles south of Concord Boulevard to 0.20 miles north of Inver Grove Trail; and

WHEREAS, Mn/DOT is required to obtain municipal consent prior to proceeding with the proposed project; and

WHEREAS, as part of the procedure required to give municipal consent, the local agency must hold a public hearing regarding the project, and

WHEREAS, a resolution was passed on May 23, 2011 scheduling said public hearing on June 27, 2011; and

WHEREAS, the required period of notice prior to the public hearing could not be met with the submittal schedule of the official newspaper; and

WHEREAS, staff ordered publication of said notice, with a revised public hearing date of July 11, 2011, in the next edition of the official newspaper to maintain the project schedule.

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

1. A public hearing to consider the approval of Layout No. 1 of the T.H. 3 West Frontage Road be held at the regular Inver Grove Heights' City Council meeting scheduled to begin at 7:30 p.m. on Monday, July 11, 2011.
2. At said public hearing, City Council will consider a resolution for layout approval after hearing all public comments.
3. The Council hereby ratifies the actions taken to publish notice of said rescheduled hearing in advance of Council approval.

Adopted by the City Council of Inver Grove Heights, Minnesota this 13th day of June 2011.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: June 13, 2011
 Item Type: Consent
 Contact: Lt. Larry Stanger (651) 450-2528
 Prepared by: Lt. Larry Stanger
 Investigative Commander
 Reviewed by: Chief Charles Kleckner
 Chief of Police

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

PURPOSE/ACTION REQUESTED:

Consider request to enter into a Multi-Agency Law Enforcement Joint Powers Agreement, with the Minnesota Bureau of Criminal Apprehension, for the participation in the Internet Crimes against Children Task Force for the period of June 1, 2011 through May 31, 2012.

SUMMARY:

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

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

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

RESOLUTION NO. _____

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

WHEREAS, the City of Inver Grove Heights on behalf of its Police Department desires to enter into a Multi-Agency Law Enforcement Joint Powers Agreement with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to participate in the Minnesota Internet Crimes Against Children (ICAC) Task Force for the period of June 1, 2011 through May 31, 2012.

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

1. That the State of Minnesota Joint Powers Agreement by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Inver Grove Heights on behalf of its Police Department, are hereby approved. Copies of the Joint Powers Agreement are attached to this Resolution and made part of it.

2. That the Chief of Police, Charles N. Kleckner, or his successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's participation in the Minnesota ICAC Task Force.

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

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

Passed and Adopted by the City Council of Inver Grove Heights this 13 day of June, 2011.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Deputy City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

RENEWAL OF ADVERTISING BENCH PERMITS

Meeting Date: June 13, 2011
 Item Type: Consent
 Contact: *HB* Heather Botten 651.450.2569
 Prepared by: *HB* Heather Botten, Associate Planner
 Reviewed by: Planning

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

PURPOSE/ACTION REQUESTED

RENEWAL OF ADVERTISING BENCH PERMITS; Consider renewal of permits for 18 advertising bus benches in the City of Inver Grove Heights.

SUMMARY

Per Title 10, Section 151 of the City Code, Advertising Benches (Bus Benches) are to be renewed every 2 years. The benches are equally owned by National Courtesy Benches and US Bench Corporation. The Council last approved the benches on November 9, 2009 at which time there were 18 benches. In 2009 there was a delay in the renewal time because Dakota County was discussing an amendment to their ordinance that may have had an impact on the City's process; the County's ordinance ended up not having any impact on the City process.

Since the 2009 approvals, 16 benches have been unaltered and two of the benches have been removed as the bus route has changed. One of the benches has been relocated and the other is planned to be relocated in the near future along the bus route.

Analysis: Staff visited the bench locations throughout the City and all benches comply with the standards and performance criteria.

Planning Staff: Recommends approval of the benches.

Inver Grove Heights Locations for 2011-2012 License Renewal

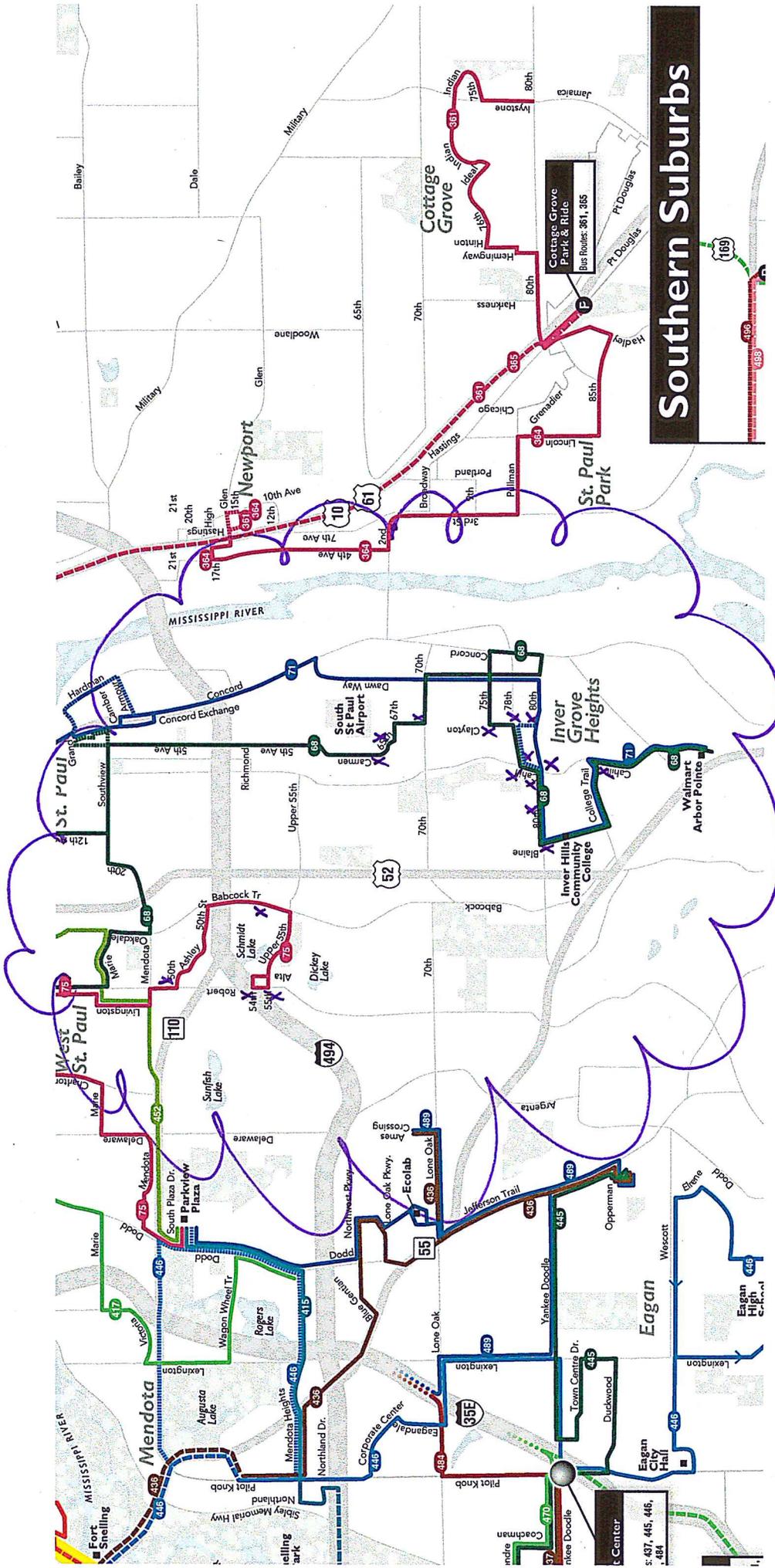
<i>Corner</i>	<i>Location</i>
SE	Carmen @ 65th St
NE	Upper 55th @ Robert
SE	54th St @ Robert
SW	Carmen @ 65th St
SE	Clayton @ 75th St
	Clayton @ 70 th St.
SE	Blaine @ 80th
SE	Cahill Av @ 80th St

Inver Grove Heights Locations for National CB Licensing 2011-2012

<i>Corner</i>	<i>Location</i>
E side	50th St @ Robert
SE	80th St @ Boyd
NW	Babcock Trail @ 55th St
SE	Cahill Av @ 78th St
NW	Clayton @ 78th St
SW	College Trail @ Cahill
NE	78th St @ Cahill
SW	80th St @ Clayton
NW	80th St @ Cahill

met transit routes

IGHH



Southern Suburbs

X = estimated bus bench location

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: June 13, 2011
Item Type: Consent
Contact: Lt. Larry Stanger (651) 450-2528
Prepared by: Lt. Larry Stanger
Department of Public Safety
Reviewed by: Chief Charles Kleckner
Director of Public Safety

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Consider request to accept a donation of one hundred twelve (112) stuffed animals to the Inver Grove Heights Police Department by Ian Quinn.

SUMMARY:

On Wednesday, May 18, 2011, the Inver Grove Heights Police Department received one hundred twelve (112) stuffed animals from 15-year old, Simley Sophomore Ian Quinn. Quinn collected the stuffed animals while completing a community service project to earn his Eagle Scout status. Mr. Quinn wanted to support the Inver Grove Heights Police Department’s efforts in serving the members and community by donating the stuffed animals for police officers to give out to children involved in traumatic events, (such as domestic violence, etc.) to help comfort them.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Application for Charitable Gambling Premises Permit

Meeting Date: June 13, 2011
Item Type: Consent
Contact: 651.450.2513
Prepared by: Melissa Rheaume, Deputy Clerk
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 application of the South St. Paul Youth Hockey Association for a premises permit to conduct lawful purpose gambling at 5639 Bishop Ave. E.

SUMMARY

The South St. Paul Youth Hockey Association submitted an application for a premises permit to conduct lawful gambling (pull tabs, tip boards, paddlewheel, bingo, bar bingo) at B-52 Burgers & Brew. The organization does not currently operate a location within the City. All required documentation has been submitted and the organization is aware of the requirements related to lawful purpose expenditures within the trade area.

For your review I have attached the Premises Permit Application and LG215 Lease Agreement.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Individual Massage Therapist License

Meeting Date: June 13, 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: Consider approval of an application by Louise Xiong for an individual massage therapist license.

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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

SCHEDULE PUBLIC HEARING

Meeting Date: June 13, 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 June 27, 2011 at 7:30 p.m. to consider the application of El Loro of Inver Grove Heights, Inc. dba El Loro for an On-Sale/Sunday Intoxicating Liquor License for premises located at 5689 Blaine Ave.

SUMMARY:

Mr. Alex Gomez, President of El Loro of Inver Grove Heights, Inc., submitted an application for an On-Sale/Sunday Intoxicating Liquor License for the premises located at 5689 Blaine Ave. The Police Department will conduct the requisite background investigation on the applicant and the findings will be presented at the public hearing.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: June 13, 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: Angela Phillips, Connor Wells, Patrick Popa, Justin Hingst, Gabriella Guneratne, Sam Nord, Justin Mikel, Emily Hansen, Ashley Mrozinski, Bethany Kadrluk, David Kelley, Ryan Theis, Megan Martinez, Licey Ramirez Mejia, Paul Beard, Leslie Bohnen, Jeremiah Morse, LaRae Willis, Beatriz Ramirez, Nathan Howard, Jana Patka, Eric Kropp, Thomas Cunnien, Corey Roed, William Inmen, Rebecca Enders and Matthew Mikel, Jamie Golden, Kristan Seibert, Mark Bratten, Corinne Binder, Kristyn Brisnehan, Amanda Moran, Brandilynne Schierland, Erik Wellman, Meghan Jeffrey, Emily Birnstengel, Bailey Peterson, Aaron Bray, Alyssa Bray, Josh Eckl, Laura Dochniak, Nikki Schmidt, Rachel Nyberg, and Sarah Shervey.

Please confirm the separation of seasonal/temporary employment of: Joe Ladd, Alicia Linsheid, Megan Blum, Joyce Loveridge , Terry Piculell, Joan Saum, Renee Miller.

Please confirm the employment of: Nicole Morris, Office Support.

Please confirm the promotion of: Sean Folmar, Police Lieutenant.

**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 and Bridget McCauley Nason, City Attorneys

DATE: June 9, 2011

RE: Kladek, Inc. Liquor License Transfer Analysis – June 13, 2011 City Council Meeting

Section 1. Background and Overview. For more than 40 years, Lawrence Kladek (“Larry”, “Larry Kladek”, or “Lawrence Kladek”) was the sole stockholder of Kladek, Inc., a Minnesota Corporation which operates an adult entertainment establishment (“King of Diamonds”) in the City of Inver Grove Heights. Kladek, Inc. has continuously held an on-sale liquor license (“liquor license”) for the King of Diamonds premises.

In 2008, following his indictment on multiple federal felony charges related to allegations of tax evasion, Larry Kladek sold the stock of Kladek, Inc. to his wife, Susan Kladek pursuant to a Stock Purchase Agreement. The City Council subsequently approved the continuation of Kladek, Inc.’s liquor license following the stock transfer to Susan Kladek. Subsequently, Larry Kladek pled guilty to one count of filing a materially false Individual Income Tax Return, and he was sentenced on August 20, 2009.

On July 9, 2010, Kladek, Inc. filed a petition for reorganization under Chapter 11 of the United States Bankruptcy Code (Bankruptcy File No. 10-35032). Kladek, Inc. was operated as a debtor in possession under Section 1107 of the Bankruptcy Code until the appointment of an operating trustee on December 8, 2010. The operating trustee received confirmation of a plan of reorganization on June 8, 2011.

In addition to the filing in bankruptcy court, Susan Kladek, Larry Kladek, and Kladek, Inc. became embroiled in a number of other court actions, including:

1. Dissolution of Marriage action between Lawrence Kladek and Susan Kladek in Dakota County District Court (19AV-FA-10-2241).

2. Class action lawsuit alleging various wage and hour violations involving Kladek, Inc., Susan Kladek, and Lawrence Kladek in Dakota County District Court Dantzcher, et al v. Kladek, Inc. dba the King of Diamonds, et al. (19HA-CV-09-5179).
3. Lawsuit alleging breach of contract brought by Lawrence Kladek against Susan Kladek in Dakota County District Court, Lawrence Frank Kladek v. Susan Marie Kladek (19HA-CV-11-158).

A global resolution (“Global Resolution”) of these four court actions has apparently been worked out between the various parties and their attorneys. Central to this Global Resolution is a plan whereby Susan Kladek will transfer the stock of Kladek, Inc. back to Larry Kladek, who will immediately sell the stock to an entity called KOD Holdings, Inc., which is owned by his daughter, Debra Kalsbeck, pursuant to a detailed purchase agreement. Kladek, Inc. will continue to be the operating entity holding the liquor license for the King of Diamonds, and Kladek, Inc. will report to the bankruptcy court as required under the Chapter 11 Bankruptcy Plan.

Section 2. Application. Due to the pending transfer of the stock in Kladek, Inc. from Susan Kladek to Larry Kladek, and ultimately to Debra Kalsbeck, Ms. Kalsbeck has completed the requisite application for an on-sale liquor license and has completed a background check. The proposed manager is Darlys Gibbs. The proposed operating manager for the King of Diamonds, Darlys Gibbs, has likewise submitted to a background check.

My understanding is that there were no issues raised by the background checks.

Section 3. Information Regarding KOD Holdings, Inc. The information provided indicates that Debra Kalsbeck will be the sole stockholder of KOD Holdings, Inc. and KOD Holdings, Inc. will be the sole owner of the stock in Kladek, Inc.

Section 4. Information Regarding Kladek, Inc. Based on all of the documents provided to the City, including the Amended and Restated Bylaws of Kladek, Inc., the Stock Purchase Agreement between KOD Holdings, Inc. and Lawrence Kladek, the Amended Plan of Reorganization from the Bankruptcy court and the liquor license transfer application, the following details of the proposed stock transfer from Susan Kladek to Larry Kladek to KOD Holdings have emerged:

- A closing on the stock purchase is scheduled for June 22, 2011. The closing is contingent upon the City agreeing to the transfer of the stock in Kladek, Inc. eventually to KOD Holdings.
- The Application lists Debra Kalsbeck and Darlys Gibbs as the only individuals who will serve either as the Operating Manger or have “management responsibilities for the operation’s or association’s premises to be licensed.” Larry Kladek is not listed as either the operating manager or as an individual with “management responsibilities for the corporation’s or association’s premises to be licensed.”

- The property and building where the King of Diamonds is located is currently and will continue to be owned by Larry Kladek. Pursuant to the Global Resolution, Kladek, Inc. will pay monthly rent of \$12,000 to Larry Kladek, and will also pay all property taxes for the Premises. Additionally, as part of the Global Resolution, Larry Kladek has agreed to renew the lease for the King of Diamonds through the year 2018.
- The only officer of Kladek Inc. is Debra Kalsbeck.
- The proposed stock purchase is for a purchase price of \$7,200,000 (with adjustments). Of the purchase price \$300,000 will be paid within 60 days of closing (June 22, 2011) from amounts on deposit in Kladek, Inc. accounts.
- The only person or organization listed as having any “financial interest in the business, buildings, premises, fixtures, furniture, or stock in trade” is Alliance Bank, which has a business loan in the approximate amount of \$1,900,000. This loan was previously personally guaranteed by Susan Kladek with a mortgage against two properties (including the Premises) owned by Larry Kladek, but pursuant to the Bankruptcy Reorganization, Alliance Bank will receive a pledge of stock in Kladek, Inc., as well as a first priority security interest on all of Kladek, Inc.’s assets.
- The liquor license application states that there are no “real estate taxes, personal property taxes, special assessments, or other financial claims delinquent or unpaid for the premises to be licensed.” (Emphasis added) The premises where the King of Diamonds is located is owned by Larry Kladek. However, Kladek, Inc. has significant unpaid tax obligations, as listed in the Amended Plan of Reorganization, which will be repaid in full over a 60-month period under the Bankruptcy Reorganization Plan, specifically:
 - State of MN tax payments in an amount of \$1,132,128.00. The Minnesota Department of Revenue has settled this claim for an amount of \$975,907.71, including interest.
 - Internal Revenue Service outstanding tax payments in an amount of \$1,717,970.11
- Debra Kalsbeck’s most recent employment has been as a server in various restaurants and as a kindergarten teacher.
- Darlys Gibbs served as the bar manager at the King of Diamonds for eight years, from 1989 to 1997, and has worked primarily in the mortgage/banking industry since then.
- The lease for the King of Diamonds premises was initially executed between Lawrence Kladek and Kladek, Inc. on December 10, 2008. The lease was for a five-year term, commencing December 10, 2008 and ending December 10, 2013, with a rental rate for the premises is \$144,000 per year, or \$12,000 per month. Pursuant to the Global Resolution, the lease will continue in effect until 2018. The lease requires Kladek, Inc. to pay monthly base rent of \$12,000, as well as operating costs and all other amounts due

under the lease. The Tenant is responsible for all costs incurred in maintaining and operating the business on the premises, including but not limited to all real estate taxes and installments of special assessments, and all other costs of operations.

Section 5. Stock Purchase Agreement. The May 20, 2011 draft of the Stock Purchase Agreement between KOD Holdings, Inc. (“Purchaser”) and Lawrence Kladek (“Seller”) contemplates the following:

- The Stock in Kladek, Inc. will be purchased from Lawrence Kladek by KOD Holdings, Inc. The sole shareholder in KOD Holdings, Inc. is Debra Kalsbeck.
- The purchase price will be \$7,200,000, less certain indebtedness adjustments, which are defined as “the aggregate of the outstanding balances of unpaid principal, all accrued interest and any unpaid fees and expenses, premiums, penalties or other amounts outstanding as of the Closing Date in connection with any indebtedness owed to the Seller or any of his Affiliates by the Company, as reflected in the Closing Balance Sheet (“Related Party Indebtedness”) except for any rent owed to Seller for the use of the Premises from which the Company operates its business,” and “the aggregate of the outstanding balance of unpaid principal, all accrued interest and any unpaid fees and expenses, premiums, penalties, or other amounts outstanding (the “Bank Indebtedness”) as of the Closing Date between Alliance Bank and the Company, as amended (the “Credit Agreement”), as reflected in the Closing Balance Sheet.” (This sum shall be the Base Purchase Price).
- Within 60 days from the date of closing, KOD Holdings, Inc., will pay \$300,000 as an additional payment against the Base Purchase Price to Larry Kladek, and the balance of the Base Purchase Price shall be payable to Seller by Purchaser’s Promissory Note, which shall be secured by a pledge of the Company stock.
- The balance of the Base Purchase Price will be subject to further adjustment after the Closing Date.
- At closing, Kladek Inc. will pay the Related Party Indebtedness in full (said indebtedness will be reflected in the Closing Balance Sheet).
- Seller (Larry Kladek) will deliver the resignations of such officers and directors of the Company as purchaser requests.
- Section 4.6 provides that “Seller will cooperate with Purchaser to promptly develop plans for the management of the business after the Closing, and to further cooperate with Purchaser to provide for the implementation of such plans as soon as practicable after the Closing.”
- Purchaser is not required to retain any of the employees of the Company for any given period of time.

- The following Tax Liens and Obligations exist:
 - Federal tax lien against Lawrence Kladek in favor of the IRS in the amount of \$2,018,574.04, dated September 17, 2010.
 - Federal tax lien against Lawrence Kladek in favor of the IRS in the amount of \$455,836.74, dated December 1, 2010.
 - State of MN income taxes owed by Seller in the amount of \$1,024,746.
 - Federal Income Tax penalties and interest obligations owed by Company to Internal Revenue Service for 2000 through 2002 in the amount of \$1,703,118.
 - State of MN Income Tax and sales tax owed by Company in the amount of \$975,908.
- Kladek, Inc. also owes the balance of payments due to Susan Hansen (formerly Susan Kladek) totaling \$400,000 payable as severance pay pursuant to the Chapter 11 bankruptcy plan.
- Pursuant to the Stock Pledge agreement, “Upon the occurrence of a default under this Agreement, and so long as such Default continues, Seller shall be entitled to vote the Pledged Shares on any matter submitted for a vote of the shareholders of the Company. The foregoing shall be considered an irrevocable proxy coupled with an interest.”

Section 6. Covenants Relating to the Business. The Negative Pledge Agreement contains the following provisions:

- “Until payment and performance in full of the Note and all of the obligations hereunder, Kladek Inc, KOD Holdings, Inc and Debra Kalsbeck shall not, without the prior written consent of Larry, among other things, “declare, make, or permit any distribution or loan except for (a) income tax burden distributions to KOD and/or Debra as a results of KOD’s and the Company’s status as a Subchapter S Corporation and then only for such amounts as are necessary to pay the actual income taxes due thereon, or (b) any other loans or distributions which are promptly paid to Larry upon receipt by KOD and/or Debra.”
- Limitations are set on the salary of Debra Kalsbeck. A set salary amount was also listed for Darlys Gibbs.
- Until payment and performance in full of the Note and all of the obligations hereunder, Company, KOD, and Debra shall not, without the prior written consent of Larry “assign or attempt to assign any of its rights or delegate any of its duties hereunder or under the Obligations.”

- Restrictions are also created which prohibit either KOD Holdings, Inc. or Kladek, Inc. from doing any of the following:
 - Expend more than a set amount for capital items in any fiscal year.
 - Obtain a loan in an amount greater than a set amount.
 - Loan any money or other assets to or guarantee the obligations of any person or entity.
 - Enter into contracts other than those in the ordinary course of KOD Holdings' or Kladek Inc.'s business great than a certain amount.
 - Substantially change the nature of the business.
 - Dissolve or liquidate KOD Holdings or Kladek, Inc.
 - Participate in any capacity in the promotion, organization, lease, ownership, management and operation of any organization, partnership, association, corporation or other venture.
 - Adopt, amend or repeal Bylaws or Articles of Incorporation of Kladek, Inc.
- Kladek, Inc. shall "cause "Excess Cash Distributions" to be made to KOD Holdings, Inc. or Debra at least annually but not later than April 1 of each calendar year while the Obligations remain outstanding. "Excess Cash Distributions" shall mean any available cash to the Company after the Company's payment of all operating expenses debt, settlements, back taxes, penalties and interest, monthly fixed payments due under the Promissory Note, and income tax distributions to KOD Holdings, Inc. or Debra as a result of the Company's status as a Subchapter S Corporation, all as provided for under the Company's Amended Plan of Reorganization of Chapter 11 Operate Trustee dated April 18, 2011. The payments of Excess Cash Distributions reduce the Promissory Note.

Section 7. Promissory Note.

- The original principal balance of the Note, together with interest accrued thereon, shall be payable in equal minimum monthly installments of \$10,000 for eighty-four (84) months when the note shall be payable in full. There is a balloon payment of approximately \$6,360,000.
- In addition to the monthly payments set forth above, Maker (KOD Holdings) shall pay to Holder (Larry Kladek) as and when made by Kladek, Inc. to Holder, all "Excess Cash Distributions." For purposes of this Note, Excess Cash Distributions of Kladek, Inc. shall mean any available cash to Kladek, Inc., after Kladek Inc.'s payment of all operation expenses, debt, settlements, back taxes, penalties and interest, monthly fixed payments due under the Promissory Note, and income tax distributions to KOD Holdings or Debra

Kalsbeck as a result of Kladek, Inc.'s status as a Subchapter S Corporation, all as provided for under Kladek Inc.'s Amended Plan of Reorganization of Chapter 11 Operating Trustee dated April 18, 2011. KOD Holdings shall cause Kladek, Inc. to make Excess Cash Distributions to Maker (KOD Holdings, Inc.) at least annually but not later than April 1 of each calendar year while the obligations under this Note remain outstanding for purposes of making all required payments to Larry Kladek hereunder. All payments shall be applied first to accrued but unpaid interest and then to principal.

Section 8. Findings of Fact, Conclusions of Law, Order for Judgment, and Judgment and Decree In Re the Marriage of: Lawrence Frank Kladek and Susan Marie Kladek:

- Entered in Dakota County District Court on April 19, 2011.
- Provides the following:
 - Susan Kladek shall remain employed by Kladek, Inc. at a salary of \$200,000 through December 31, 2011, and \$100,000 for each of the calendar years 2012, 2013, and 2014.
 - Both parties must comply with the Class Action Settlement Agreement in Dantzcher, et al. v. Kladek, Inc. dba the King of Diamonds, et al., Dakota County District Court file No. 19HA-CV-09-5179.
- The parties have agreed that Larry shall be awarded sole ownership and control of the stock of Kladek, Inc., contemporaneously with the sale of said stock to his daughter, Debra Kalsbeck, and the approval by the Inver Grove Heights City Council of the sale, and its consent to the post-sale retention of the liquor license held by Kladek, Inc., and subject to the terms and provisions of the Chapter 11 plan ultimately confirmed by the United States Bankruptcy Court.
- Susan Kladek is required to abide by the Chapter 11 plan confirmed by the Bankruptcy Court, including her obligation to pay \$236,000 to the bankruptcy estate upon the receipt of her 2010 federal and state income tax refunds, or by June 30, 2012, whichever occurs first.
- Payments of salary to Susan after the date on which Susan transfers the stock in Kladek, Inc. shall be deemed severance pay, and Susan shall have no duty or right to continue to perform management or other employment duties for Kladek, Inc. after said date.
- Larry is deemed to be solely responsible for any and all debts and liabilities in his name, and in connection with the refinancing of the Alliance Bank loan encumbering the King of Diamonds real estate, Larry shall use his best efforts to obtain the release of Susan's personal guaranty of said loan.

Section 9. Amended Plan of Reorganization of Chapter 11 Operating trustee of Kladek, Inc., D/B/A King of Diamonds, dated April 18, 2011:

- This plan was filed on April 18, 2011. 100% of the creditors voted to approve the reorganization plan. The plan was approved by the Bankruptcy Court on June 8, 2011.
- Estimated monthly payments to the MN Department of revenue for settled amount of \$975,907.71, including interest, is \$16,265.17.
- IRS is owed \$1,717,970.11. Estimated monthly payments will be \$26,019.50.
- Unsecured claimants will be repaid in their entirety.
- Class II claims of non-entertainer claimants will share with Class III (dancer lawsuit participants) a pool of \$1,000,000. This handles the lawsuits related to wage/hour issues.
- Class action claimants will share a pool of \$1,000,000. Paid on a seven-year payment schedule with all payments made no later than June 30, 2018.
- In exchange for extending the lease for Kladek Inc. until July 1, 2018, Lawrence Kladek is released from any insider preference or fraudulent transfer claims against him.
- Pursuant to the settlement agreement in the wage and hour action, Kladek will terminate the current contracts with its entertainers and enter into new agreements with them, and restructure aspects of its fee and compensation practices with respect to entertainers.

Section 10. Amended Disclosure Statement of Chapter 11 Operating Trustee of Kladek, Inc., D/B/A King of Diamonds, dated April 18, 2011:

- The reorganization plan promises to pay Kladek, Inc.'s outstanding tax liabilities in full over a 60-month period, pay a set amount to certain claimants in a state class wage and hour action lawsuit over 7 years, and partially pay other unsecured claimants from the remaining cash available over a period of seven years after the effective date of the plan.
- The IRS, following investigations, has assessed Kladek, Inc. additional corporate income taxes, including penalties and interest, of \$1,717,970.11 for the years of 2000 through 2002.
- The Minnesota Department of Revenue has assessed Kladek, Inc. with a claim for unpaid income taxes, including interest, of \$254,686 based on failure to report income in tax years 2000 through 2002. After 2002, Kladek, Inc. filed a change in its tax status from a Subchapter C to Subchapter S corporation, therefore, Kladek, Inc. does not expect that there will be additional corporate income taxes assessed against it for any period after 2002.
- Prior to the petition date, the Minnesota Department of Revenue had tentatively agreed to assess Kladek, Inc. for sales and use taxes for unreported liquor sales for the period of October 1999 through March of 2006 in the approximate amount of \$472,559 (including interest) provided Kladek, Inc. would agree to pay that amount by September, 2010.

Kladek could not pay that amount, and was audited again, and the MN Department of Revenue has assessed additional sales tax for the period of October 2006 through March of 2010 in the amount of \$246,655.72, including interest.

- Alliance Bank has a claim for a loan executed by Lawrence Kladek and originally guaranteed by Kladek, Inc. when Larry was president in the amount of approximately \$1,899,781. The loan is unsecured as to Kladek, Inc. but is secured by a first mortgage on the real property on which the King of Diamonds is located, and a second mortgage on 78 acres of real estate that includes the primary residence owned by Larry. The loan is current and matures in June of 2011. Larry and Alliance Bank have reached an agreement whereby Alliance Bank will receive a first priority security interest in all of Kladek, Inc.'s assets, including accounts receivable, inventory, and equipment now owned or hereafter acquired, including the liquor license. It shall also receive a pled of the stock of Kladek, Inc.. In exchange, the bank shall extend the first mortgage and assignment of rents and leases on the real property to correlate with the term of the extended lease between Kladek, Inc. and Larry.
- Susan Kladek will continue to assist in the business operations through a period of time when new management will take her place, which will occur by January 1, 2012. She will assist in the transition of the business.
- The estimated monthly payment to the MN Determent of Revenue is \$16,265.17 per month, and the estimated monthly payment to the IRS is \$26,019.50

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

SAYYAD HUSSAIN; Property located at 5465 Babcock Trail;

Meeting Date: June 13, 2011
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

<input checked="" type="checkbox"/>	Fiscal/FTE Impact: 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 actions:

- a. A **Rezoning** of the property from B-1, Limited Business District to B-3, General Business District.
 - Requires 3/5th's vote.

- b. A **Comprehensive Plan Amendment** to change the land use of the property from NB, Neighborhood Business to CC, Community Commercial.
 - Requires 4/5th's vote.

 - 60-day deadline: July 8, 2011 (first 60-days)

SUMMARY

Mr. Hussain would like to operate a small scale automobile sales lot on the site of the existing gas station convenience store. Current zoning of the property, B-1, Limited Business does not allow for auto sales. Mr. Hussain is requesting a rezoning to B-3 and Comprehensive Plan Amendment to change the land use designation to allow for auto sales.

ANALYSIS

The current comprehensive plan designation of the property is NC, Neighborhood Commercial. Changing the zoning to B-3 would require a comprehensive plan amendment to change the land use designation to one that would be consistent with the intent of the B-3 district. A change to CC, Community Commercial is being requested. The Neighborhood Commercial category is intended to provide for businesses that provide goods and services to nearby residents. The use of the property as a gas station/convenience store is consistent with this category. The Community Commercial category is intended to provide for businesses that offer more intense goods and services that attract from a wider trade area. A change to Community Commercial does not appear appropriate or consistent with the existing development pattern of the area.

The B-1 District is intended for businesses that provide convenience goods and services to the local area. The B-3 District is intended for large scale retail and services serving the region. If the property were rezoned to allow auto sales, there would also be a number of other uses allowed that would not be appropriate for the area.

The City Council has a long standing policy of wanting to keep car sales operations in the "Iron Triangle"(Hwy 110 and South Robert) and along Concord. Allowing an expansion of auto sales to other areas would be contrary to this long standing policy.

At the Planning Commission meeting, there was one resident who spoke, Mr. Gordon Anderson who lives in the Cedarwood Condominiums. He complimented the current owner of the gas

June 13, 2011
Council Memo – Sayyad Hussain
Page 2

station for cleaning up and maintaining the property in better condition than previous owners, but he raised concerns over the auto sales lot. The Planning Commission had a brief discussion and voiced their concerns of the rezoning not being consistent with the neighborhood.

Planning Staff Recommends denial of the two requests based on the findings listed in the attached resolution.

Planning Commission Also recommended denial of the two requests (8-0)

Attachments: Denial Resolution
Ordinance Amendment for Rezoning
Resolution Approving Comp Plan Amendment
Planning Report

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

RESOLUTION NO. _____

**RESOLUTION DENYING THE REQUEST FOR A COMPREHENSIVE PLAN
AMENDMENT TO CHANGE THE LAND USE DESIGNATION FROM NC,
NEIGHBORHOOD COMMERCIAL TO CC, COMMUNITY COMMERCIAL AND
REZONING FROM B-1, LIMITED BUSINESS DISTRICT TO B-3, GENERAL BUSINESS
DISTRICT.**

**CASE NO. 11-10Z
(Sayyad Hussain)**

Property located at 5465 Babcock Trail and legally described as follows:

Lot 1, Block 1, Trail Addition, Dakota County, Minnesota

WHEREAS, an application has been received for a comprehensive plan amendment and rezoning;

WHEREAS, the applicant has requested a rezoning of his property in order to allow additional uses in the B-3 district that are not allowed in the B-1 district;

WHEREAS, in accordance with Minnesota Statutes, Section 462.357, Subdivision 3, a public hearing concerning the proposed Comprehensive Plan Amendment and Rezoning was held before the Inver Grove Heights Planning Commission on June 7, 2011;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the request for a Comprehensive Plan Amendment and Rezoning is hereby denied based on the following findings of fact:

1. The property is primarily surrounded by residential uses. The B-3 district, which is established for larger scale retail and services uses, is not appropriate and compatible with the existing land use patterns.

2. The site is not appropriate to provide goods and services that could serve a larger area other than the local neighborhood.
3. The existing use of the property is consistent with the current land use designation and zoning and is compatible with the neighborhood based on the intensity of use as a gas station/convenience store which primarily serves the local area.
4. The City Council has had a long standing policy of not extending automobile sales operation beyond the Hwy 110/South Robert Corridor and along Concord Boulevard. Expansion of an automobile sales operation along Babcock Trail would be contrary to this policy.
5. The 2030 Comprehensive Plan was updated and adopted by the City Council in 2010. The land use pattern in this portion of the city is well established and no changes were made as no incompatible land use designations were apparent. The site functions well under the current land use designation and zoning.

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

Adopted by the City Council of Inver Grove Heights this 13th day of June 2011.

George Tourville, Mayor

Ayes:
Nays:

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 10, CHAPTER 4 (ZONING MAP) OF THE
INVER GROVE HEIGHTS CITY CODE

CASE NO. 11-10Z
(Sayyad Hussain)

The City Council of Inver Grove Heights ordains as follows:

SECTION I. Ordinance No. 1190 adopted July 27, 2009, entitled, "AN ORDINANCE ADOPTING THE RECODIFICATION OF THE INVER GROVE HEIGHTS CITY CODE INCLUDING THE CITY ZONING ORDINANCE, is hereby amended to rezone the following described property located within the City of Inver Grove Heights from B-1, Limited Business District to B-3, General Business District, to wit:

Lot 1, Block 1, Trail Addition, Dakota County, Minnesota.

SECTION II. The Zoning Map of the City of Inver Grove Heights referred to and described in said Ordinance No. 1190 as that certain map entitled "Inver Grove Heights Zoning Map, June 24, 2002", together with all amendments thereto, hereinafter referred to as the "zoning map", shall not be republished to show the aforesaid rezoning, but the Clerk shall appropriately mark the said zoning map on file in the Clerk's Office for the purpose of indicating the rezoning hereinabove provided for in this ordinance and all of the notations, references and other information shown thereon are hereby incorporated by reference and made a part of this ordinance.

SECTION III. This Ordinance shall be in full force and effect from and after its publication according to law.

Ordinance No. _____
Page 2

Enacted and ordained into an Ordinance this 13th day of June, 2011.

Ayes:
Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A COMPREHENSIVE PLAN AMENDMENT TO CHANGE
THE LAND USE DESIGNATION OF THE PROPERTY DESCRIBED BELOW FROM NC,
NEIGHBORHOOD COMMERCIAL TO CC, COMMUNITY COMMERCIAL**

**CASE NO. 11-10Z
(Sayyad Hussain)**

WHEREAS, an application has been submitted for property legally described as;

Lot 1, Block 1, Trail Addition, Dakota County, Minnesota

WHEREAS, an amendment to change boundaries of any district may be granted by the City Council on an affirmative vote of 4/5ths of the Council as per City Code Title 10, Chapter 3, Section 10-3-5, A;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on June 7, 2011, in accordance with City Code Title 10, Chapter 3, Section 10-3-5, D;

WHEREAS, the changes to the Comprehensive Plan were found by the City Council to be consistent with the existing and proposed uses in the area;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the Comprehensive Plan Amendment is hereby approved subject to the following conditions:

1. The Metropolitan Council shall not require any significant modifications to the comprehensive plan amendment.

2. The Metropolitan Council shall not make a finding that the comprehensive plan amendment has a substantial impact or contain a substantial departure from any metropolitan systems plan.

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

Adopted by the City Council of Inver Grove Heights on this 13th day of June, 2011.

Ayes:

Nays:

ATTEST:

George Tourville, Mayor

Melissa Rheaume, Deputy Clerk

**PLANNING REPORT
CITY OF INVER GROVE HEIGHTS**

REPORT DATE: June 1, 2011 **CASE NO.:** 11-10Z

APPLICANT: Sayyad Hussain

PROPERTY OWNER: Loon of MN, LLC

REQUEST: Comprehensive Plan Amendment to change land use from NB, Neighborhood Business to CC, Community Commercial and Rezoning from B-1, Limited Business to B-3, General Business

LOCATION: 5465 Babcock Trail

HEARING DATE: June 7, 2011

COMPREHENSIVE PLAN: NB, Neighborhood Commercial

ZONING: B-1, Limited Business
Shoreland Overlay District

REVIEWING DIVISIONS: Planning **PREPARED BY:** Allan Hunting
City Planner

BACKGROUND

The applicant has submitted an application for a rezoning and comprehensive plan land use change to allow for a future automobile sales lot. The property is currently zoned B-1, Limited Business and automobile sales is not a permitted use. The B-3, General Business district allows automobile sales as a conditional use. An application for a comprehensive plan amendment must also be processed as the B-3 zoning category is not consistent with the current NB, Neighborhood Commercial designation of the property. If the rezoning and comp plan amendment applications are successful, the applicant would then submit a CUP application for the auto sales lot. This request looks at the merits of the rezoning and comp plan amendment only and does not do any site plan review of the site for auto sales.

All applications for comprehensive plan amendments must be submitted to the Metropolitan Council for their review. As part of this process, the application must first be sent to the abutting governmental jurisdictions where they up to 60 days to make any comments on the application. After this review, the application would be sent to the Met Council, assuming City Council approval, where they have 60 days to review the application. The Met Council must approve the request before it could go into effect. Staff has begun the process by submitting the application to the abutting governmental agencies.

SURROUNDING USES

The subject property is surrounded by:

North	Multiple family residential; zoned R-3C, Multiple Family Residential; guided Medium and High Density Residential.
East	Office complex; zoned B-1, Limited Business; guided O, Office.
West	Multiple family residential; Zoned R-2, Two-Family Residential; guided Medium Density Residential.
South	Two-family residential; Zoned R-2; guided Low Density Residential

EVALUATION OF REQUEST

Comprehensive Plan Amendment

The 2030 Comprehensive Plan identifies the NC, Neighborhood Commercial designation as:

“Neighborhood commercial areas include lots or parcels containing retail sales and services located along collector roadways that serve the adjacent neighborhood area. The neighborhood commercial designation is the least intensive of the commercial classifications used in the comprehensive plan. Neighborhood commercial areas are intended to house businesses that provide convenience goods and services. Convenience goods and services include items that are regularly needed by nearby residents such as small grocery items, dry cleaning, video rentals, etc. Properties designated as neighborhood commercial on the land use plan are located along “A” minor arterials or community collector roadways.”

The property contains a gas station/convenience store located along Babcock Trail which is identified as a Community Collector street. The existing business would fit the typical convenience goods and service store serving the adjacent neighborhood.

There are two policies identified in the Comp Plan that appear to be relevant to this application.

“1. Provide neighborhood commercial areas to supply convenience goods and services principally for residents of Inver Grove Heights.”

“3. Enforce land use controls that limit the scale of commercial development in neighborhood areas.”

The 2030 Comprehensive Plan identifies the CC, Community Commercial designation as:

“Community commercial areas include lots or parcels that contain retail sales and services located along community collector and arterial roadways that serve the community. Community commercial areas differ from neighborhood commercial areas in that they are more intensive and area designed to attract customers from a wider

trade area. As such, the goods and services that are available in community commercial areas are broader in scope such as restaurants, private recreational facilities, professional service offices, small-scale printing, etc.”

Policies that appear relevant to this application include:

“1. Provide goods and services that are needed by Inver Grove Heights residents in environments that serve as identifiable community shopping nodes.”

“7. Carefully regulate uses that have the potential to create adverse secondary land use impacts such as adult uses, pawn shops, etc.”

The subject property is surrounded by residential uses of different densities on the north, west and south boundaries. A convenience gas station use fits within the intended uses described in the Comprehensive Plan.

Intensifying the land use designation to Community Commercial does not seem to fit the intent of the Comprehensive Plan considering the site location and that the uses envisioned in the Community Commercial designation are intended for a wider market area and not for the local neighborhood. Adding the possibility for automobile sales does not seem to fit the area. The convenience store is an individual store and there is no other commercially guided or zoned property in the immediate area and so it would not fit the purpose of creating identifiable community shopping nodes.

Rezoning

The Purpose statement for the B-1 District reads:

“The B-1 Limited business district is established for businesses that provide convenience goods and services to the local area. These districts are located along collector and A minor arterial roadways.”

The existing store is located along a collector street (Babcock Trail) and does provide goods and services at a local area. The existing use of the property matches the intensity of use anticipated on B-1 zoned properties.

The purpose statement for the B-3 District reads:

The B-3 general business district is established for large scale retail and services serving the region.

While the property lies along a collector street, it is isolated from other commercial areas and is within established residential neighborhoods. The site is not appropriate to provided goods and services that could serve a larger area other than the local area.

The B-3 District allows for a greater range of uses which are typically more intense than those allowed in the B-1 District. Attached to the report is the list of uses in both the B-1 and B-3 District. If the rezoning is approved, the property could be utilized with any of the uses in the B-3 District.

History of car sales in the City

The City has a long history with car dealerships located in the city. The area along Hwy 110 and South Robert was given a nickname of “the iron triangle” because of all of the car dealerships. There have also been used car sales lots located along Concord Boulevard. Over the years, the City Council has had a consistent policy of not allowing expansion of any type of automobile sales beyond Concord and Hwy 110/South Robert. Allowing an automobile sales lot on Babcock Trail would be contrary to this long standing policy.

Summary: The 2030 Comprehensive Plan was updated and adopted by the City Council in 2010. The land use pattern in this portion of the city is well established and no changes were made as there were no incompatible land use designations that need to be changed. It is staff’s opinion that the site functions well under the current land use designation and the use is consistent with the current zoning of the property and therefore does not recommend approval of the request as presented.

ALTERNATIVES

The Planning Commission has the following alternatives available for the proposed request:

A. **Approval** If the Planning Commission finds the application acceptable, the Commission should recommend the following:

- Approval of the Comprehensive Plan Amendment from NC, Neighborhood Commercial to CC, Community Commercial subject to the following conditions:
 1. The Metropolitan Council shall not require any significant modifications to the comprehensive plan amendment.
 2. The Metropolitan Council shall not make a finding that the comprehensive plan amendment has a substantial impact or contain a substantial departure from any metropolitan systems plan.

- Approval of the Rezoning from B-1, Limited Business District to B-3, General Business District.

B. Denial If the Planning Commission does not favor the comprehensive plan amendment and rezoning are not in the best interest of the physical development of the City, a recommendation of denial should be forwarded to the City Council. With a recommendation of denial, findings or the basis for the denial should be given.

RECOMMENDATION

Staff recommends denial of the Comprehensive Plan Amendment and Rezoning based on the following:

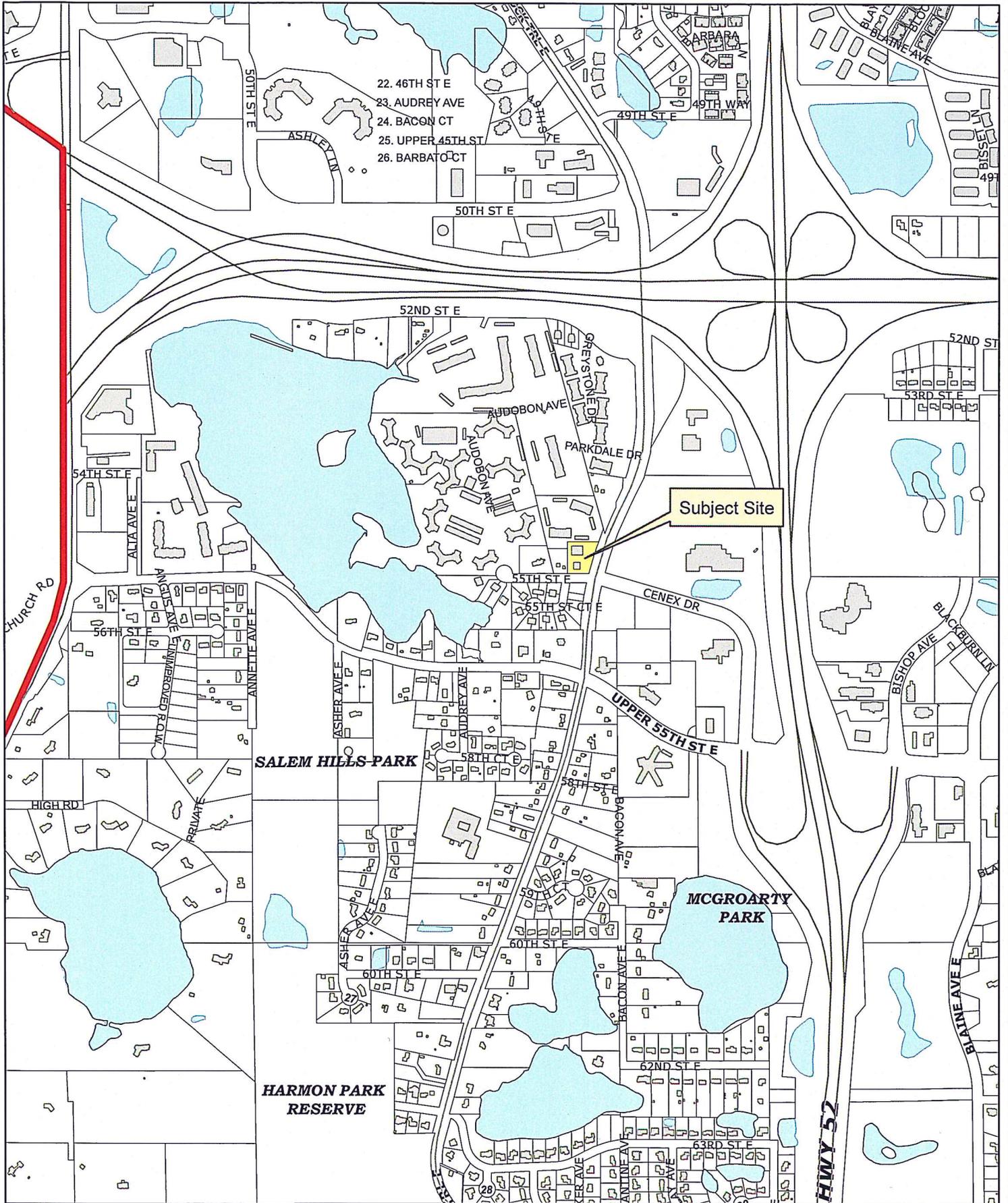
1. The property is primarily surrounded by residential uses. The B-3 district, which is established for larger scale retail and services uses, may not be appropriate and compatible with the existing land use patterns.
2. The site is not appropriate to provide goods and services that could serve a larger area other than the local neighborhood.
3. The existing use of the property is consistent with the current land use designation and zoning and is compatible with the neighborhood based on the intensity of use as a gas station/convenience store which primarily serves the local area.
4. The City Council has had a long standing policy of not extending automobile sales operation beyond the Hwy 110/South Robert Corridor and along Concord Boulevard. Expansion of an automobile sales operation along Babcock Trail would be contrary to this policy.
5. The 2030 Comprehensive Plan was updated and adopted by the City Council in 2010. The land use pattern in this portion of the city is well established and no changes were made as no incompatible land use designations were apparent. The site functions well under the current land use designation and zoning.

Attachments: Location Map
Existing/Proposed Comp Plan Map
Existing/Proposed Zoning Map
List of uses in the B-1 and B-3 Districts
E-mails from Neighboring Residents (3)



Location Map

Case No. 11-10Z

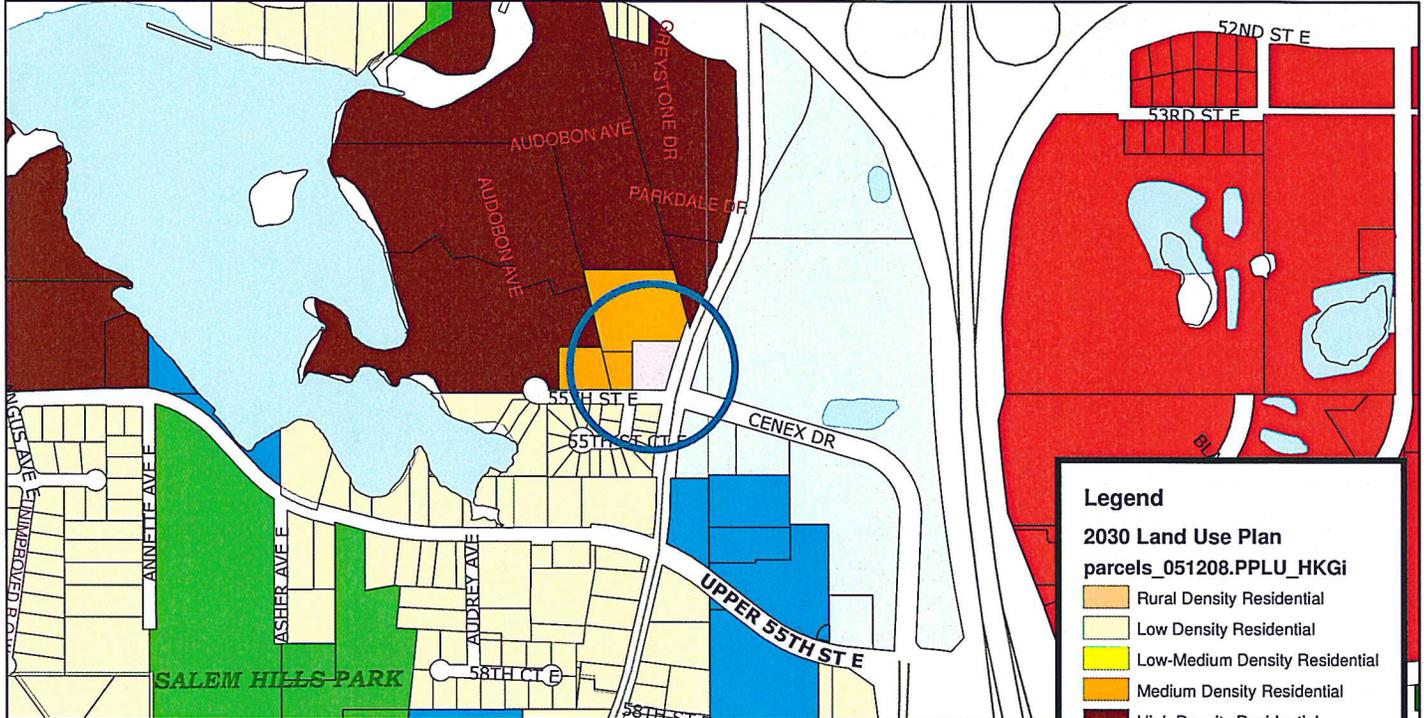




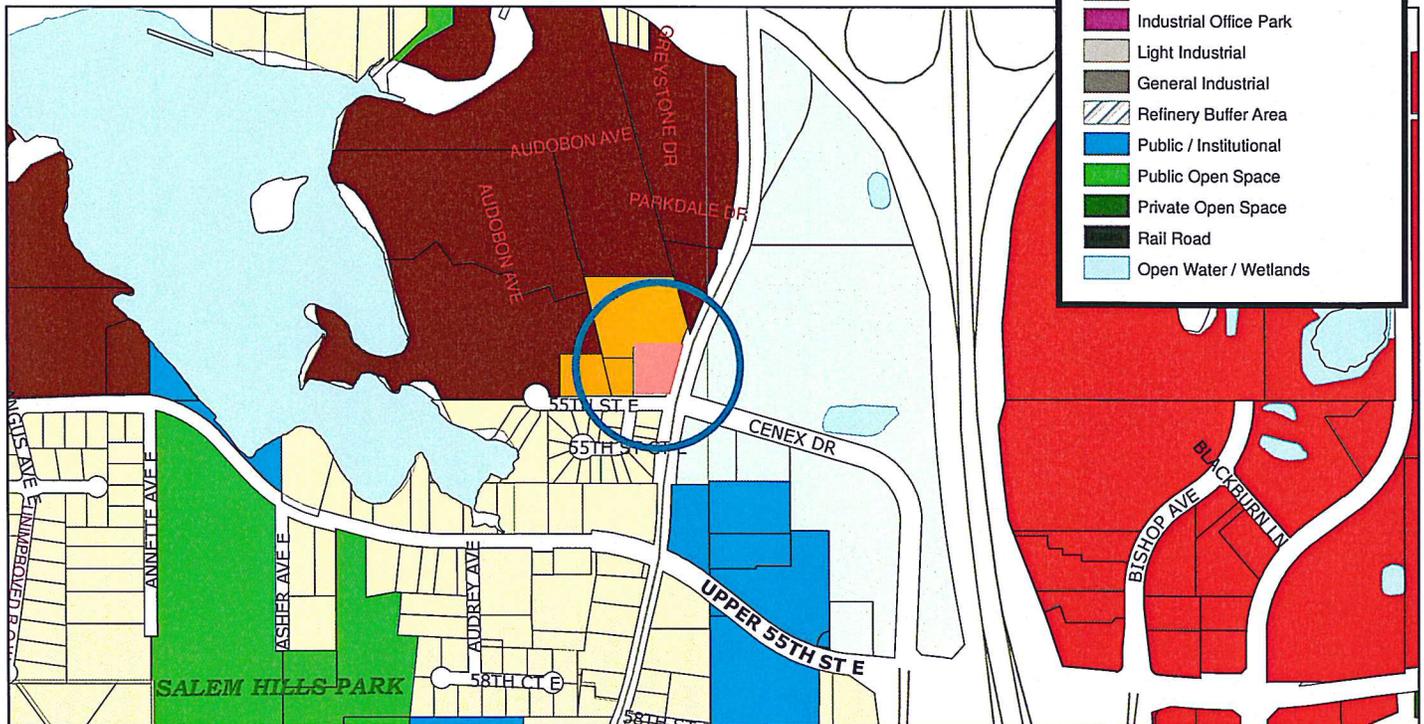
Comp Plan Amendment Case No. 11-10Z



Existing Comp Plan NB, Neighborhood Commercial



Proposed Comp Plan CC, Community Commercial



Legend

2030 Land Use Plan

parcels_051208.PPLU_HKGi

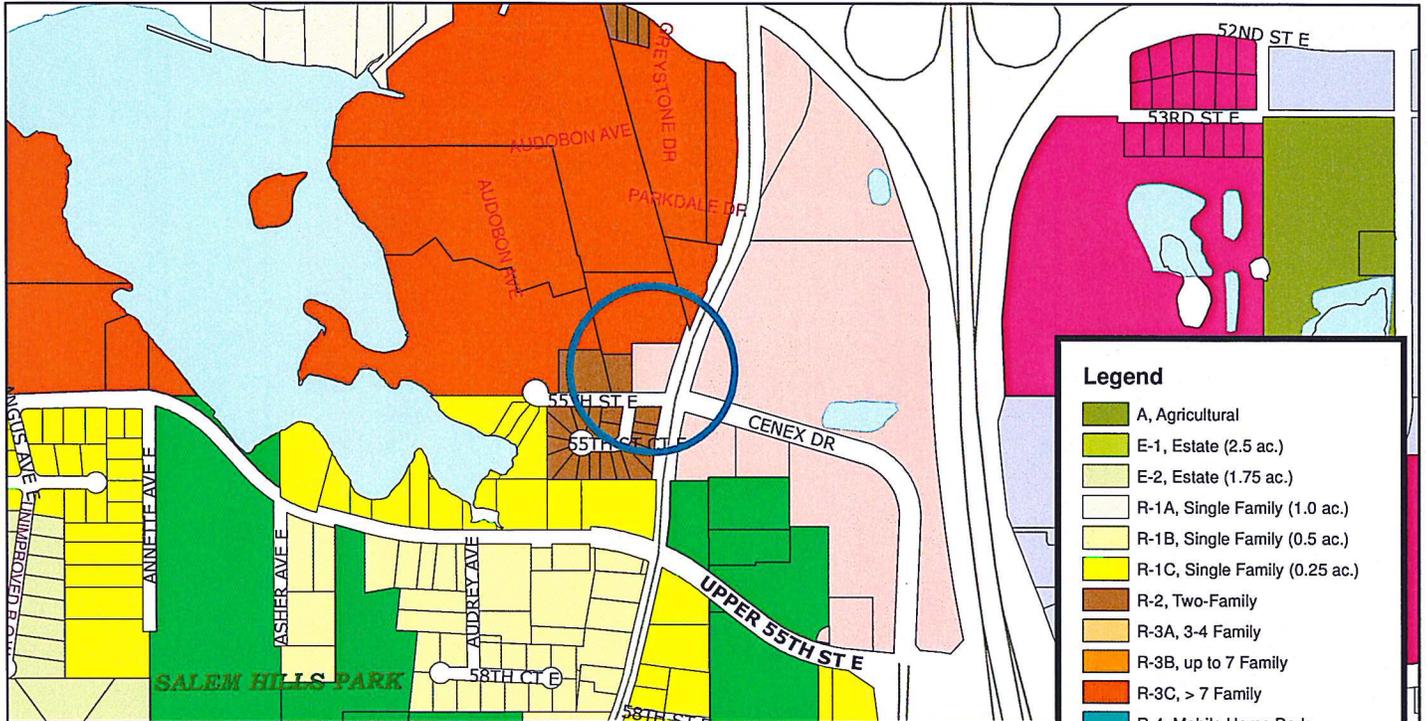
- Rural Density Residential
- Low Density Residential
- Low-Medium Density Residential
- Medium Density Residential
- High Density Residential
- Neighborhood Commercial
- Community Commercial
- Regional Commercial
- Mixed Use
- Office
- Industrial Office Park
- Light Industrial
- General Industrial
- Refinery Buffer Area
- Public / Institutional
- Public Open Space
- Private Open Space
- Rail Road
- Open Water / Wetlands



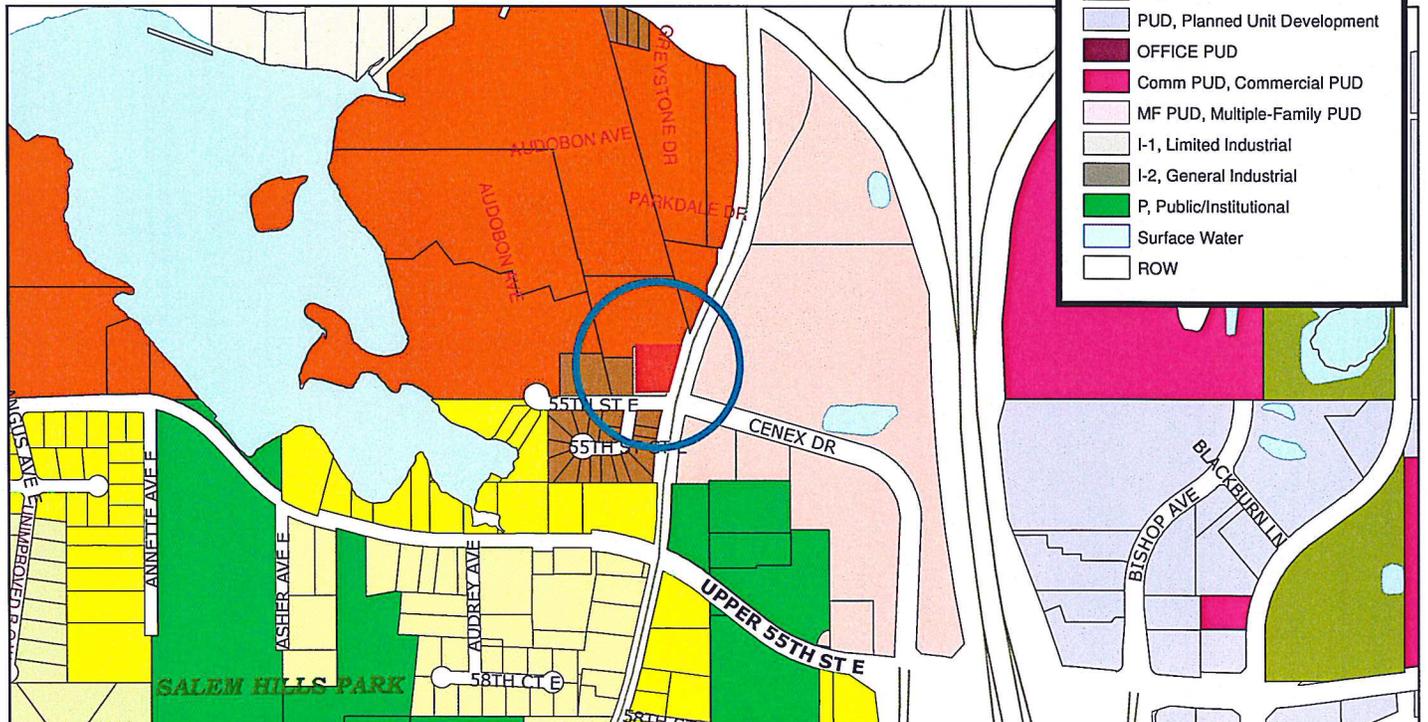
Comp Plan Amendment Case No. 11-10Z



Existing Zoning B-2, Neighborhood Business



Proposed Zoning B-3, General Business



Legend	
[Green]	A, Agricultural
[Light Green]	E-1, Estate (2.5 ac.)
[Yellow-Green]	E-2, Estate (1.75 ac.)
[Light Yellow]	R-1A, Single Family (1.0 ac.)
[Yellow]	R-1B, Single Family (0.5 ac.)
[Bright Yellow]	R-1C, Single Family (0.25 ac.)
[Orange]	R-2, Two-Family
[Light Orange]	R-3A, 3-4 Family
[Dark Orange]	R-3B, up to 7 Family
[Red-Orange]	R-3C, > 7 Family
[Teal]	R-4, Mobile Home Park
[Light Pink]	B-1, Limited Business
[Pink]	B-2, Neighborhood Business
[Red]	B-3, General Business
[Dark Red]	B-4, Shopping Center
[Dark Blue]	OP, Office Park
[Light Blue]	PUD, Planned Unit Development
[Dark Blue]	OFFICE PUD
[Magenta]	Comm PUD, Commercial PUD
[Light Pink]	MF PUD, Multiple-Family PUD
[Light Yellow]	I-1, Limited Industrial
[Grey]	I-2, General Industrial
[Green]	P, Public/Institutional
[Light Blue]	Surface Water
[White]	ROW

10-6-2: LAND USES IN ALL NONRESIDENTIAL DISTRICTS:

- P = Permitted use
- C = Conditionally permitted use
- A = Accessory use

Use	Zoning District											
	B-1	B-2	B-3	B-4	OP	I-1	IOP	I-2	P	MU-PUD	COMM-PUD	OFFICE-PUD
Additional building height (see section 10-5-8 of this title)	C	C	C	C	C	C	C	C	C	C	C	C
Adult uses (see chapter 15, article F of this title)			C			C						
Airport						C						
Antennas												
Commercial (see chapter 15, article G of this title)	A	A	A	A	A	A	A	A	A	A	A	A
Noncommercial (see exception in subsection 10-15G-2B of this title)	A	A	A	A	A	A	A	A	A	A	A	A
Antique shop		P	P	P								
Appliance store		P	P	P								
Art studio (nonretail)	P									P	C	
Auto auction sales								C				

Use	Zoning District											
	B-1	B-2	B-3	B-4	OP	I-1	IOP	I-2	P	MU-PUD	COMM-PUD	OFFICE-PUD
Auto parts and accessories store, no on site shop or repairs	P	P	P	P								
Auto repair												
Major			A			P						
Minor			P	C		P						
Automobile and off highway vehicle sales			C									
Automobile body shop			A			P						
Automobile rental business		C										
Automobile service - as accessory to retail sales (see section 10-15-24 of this title)				C								
Automobile service center			C									
Automobile service station (see section 10-15-23 of this title)		C	C	C		P						
Bagel shop	P	P	P	P					A	P		
Bakeries - retail		P	P	P						P	C	
Bank (see section 10-15-25 of this title)	P	P	P	P						P		
Bar (tavern)		C	P	P								
Barber/beauty shop	C	P	P	P						P	C	

Use	Zoning District												
	B-1	B-2	B-3	B-4	OP	I-1	IOP	I-2	P	MU-PUD	COMM-PUD	OFFICE-PUD	
Bicycle sales and repair		P	P	P							P		C
Billboard (see section 10-15E-6 of this title)						C			C				
Boat and marine sales (enclosed building)			P	P									
Bookstore		P	P	P									C
Bottling works						P							
Building materials yard			C	C		C							
Bus terminal			C	P									
Bus terminal and repair garage						P							
Business and trade school			C			C				C			
Car wash		P	A	A									
Cemetery, including mausoleum												P	
Church			C									P	
Clothing store		P	P	P									
Clubhouse and other golf course structures												A	
Coffee shop	P	P	P	P								A	P
Commercial greenhouse			P										

Use	Zoning District											
	B-1	B-2	B-3	B-4	OP	I-1	IOP	I-2	P	MU-PUD	COMM-PUD	OFFICE-PUD
Commercial kennels, daycare (see definition of "kennel, commercial daycare" in section 10-2-2 of this title)			C									
Commercial television and radio transmitters								C				
Construction office/trailer, temporary	P	P	P	P	P	P	P	P	P	P	P	P
Contractor's shop - indoor						P		P				
Contractor's yard - outside but enclosed with fence						C		C				
Convenience store with gas sales (see section 10-15-23 of this title)	C	C	C	C						C		
Convention center			C									
Convents, seminaries, monasteries, and nunneries; rectories, parsonages and parish houses; religious retreats when accessory to a place of worship									A			
Copy center	C	P	P	P	P					P	C	C
Crematorium		P	P	P								
Daycare facility	C	C	C	C					C	C		
Dessert shop		P	P	P	P					P	C	

Use	Zoning District											
	B-1	B-2	B-3	B-4	OP	I-1	IOP	I-2	P	MU-PUD	COMM-PUD	OFFICE-PUD
Drinking establishment (see "bar [tavern]" in this section)												
Drugstore		P	P	P						P		
Dry cleaning; laundry pick up stations	C	P	P	P						P	C	
Electrical, heating, plumbing, and appliance repair			C			P		P				
Enclosed maintenance facility when architecturally compatible with the surroundings						C		C	C			
Essential services	P	P	P	P	P	P	P	P	P	P	P	P
Essential services buildings	C	C	C	C	C	C	C	C	C			
Fences (see section 10-15-12 of this title)	A	A	A	A	A	A	A	A	A	A	A	A
Floor covering stores		P	P	P								
Florist - retail sales		P	P	P							C	
Fuel storage and dispensing with conditions: a) Exclusive use by owner; b) No retail sales except for propane	P					P		P				
Fuel storage tank such as crude oil, gasoline, natural gas, propane and other fuels								C				
Furniture store		P	P	P								

Use	Zoning District											
	B-1	B-2	B-3	B-4	OP	I-1	IOP	I-2	P	MU-PUD	COMM-PUD	OFFICE-PUD
Gallery	C	P	P	P								
Game arcade		C	P	P								
Garden supply store			P	P								
Outdoor sales and display area			A	A								
Gift shop		P	P	P							C	
Golf course									P			
Grocery store		P	P	P								
Hardware store		P	P	P								
Higher education facilities									P			
Hobby shop		P	P	P								
Home improvement center			C	P								
Outdoor sales and display				A								
Hospital									P			
Impound lot (see section 10-15-29 of this title)						C			C			
Interior decorating store	P	P	P	P								
Jewelry store		P	P	P							C	

Use	Zoning District											
	B-1	B-2	B-3	B-4	OP	I-1	IOP	I-2	P	MU-PUD	COMM-PUD	OFFICE-PUD
Laundromat		P	P	P								
Laundry						P						
Liquor store		C	P	P							C	
Locksmith		P	P	P								
Manufacturing and assembly						C	C	P				
Sales and service of semitrailers, trucks and trailers, including equipment, parts and tires								A				
Marina									C			
Massage therapy, licensed	P	P	P	P								
Meat processing and packaging (no slaughtering permitted)									P			
Medical and dental clinics (see also "clinic (medical and dental)" in this section)	P	P	P	P						P	C	C
Medical complexes and facilities	C			C	C						C	C
Ministorage facilities (including caretaker quarters)			C			C						
Mortuary		P	P	P								

Use	Zoning District											
	B-1	B-2	B-3	B-4	OP	I-1	IOP	I-2	P	MU-PUD	COMM-PUD	OFFICE-PUD
Motel/hotel			P	C							C	
Multiple-family dwellings when attached to business										P		
Municipal community center and recreation facilities									P			
Municipal government administration buildings, fire stations, and police stations									P			
Museum	C								P			
Music store		P	P	P								
Music studio												
Nonretail	P	P	P	P						P	C	
With incidental sales	C	P	P	P						C		
Newspaper and publishing office			P	P								
Nightclub (providing structure is more than 100 feet from R zoned property)			C									
Nursing home										C		
Off street parking	A	A	A	A	A	A	A	A	A	A	A	A

Use	Zoning District												
	B-1	B-2	B-3	B-4	OP	I-1	IOP	I-2	P	MU-PUD	COMM-PUD	OFFICE-PUD	
Office													
Showroom						P							
Trucking terminal						C		C					
Warehouse						C	P						
Office building	P	P			P		P	P		P	C		C
Office supply store		P	P	P									
Open sales lot (excludes automobile and off highway vehicle sales lots)		C	C			C		C					
Optical/eyeware sales													
<1,000 square feet floor area	C	P	P	P							C		
>1,000 square feet floor area		P	P	P									
Outdoor storage			C			C		C ¹					
Packaging, cleaning, repair or testing (enclosed building)						P	P	P					
Paint and wallpaper sales		P	P	P		C		C					
Pawnshop, licensed			P										
Pet shop (no boarding)		C	P	P									

Use	Zoning District											
	B-1	B-2	B-3	B-4	OP	I-1	IOP	I-2	P	MU-PUD	COMM-PUD	OFFICE-PUD
Photo processing with film sales	C	P	P	P								
Photography studio (nonretail)	P	P	P	P						P	C	
Photography supply and processing		P	P	P								
Picture framing	P	P	P	P							C	
Places of worship			C						P			
Playhouses	C	P	P	P					P			
Post office			P	P								
Printing and publishing						P	P	P				
<14,000 square feet floor area			P									
Private lodges and clubs		C	C						P			
Private motor fuel dispensing station (see section 10-15-23 of this title)	C					C		C				
Processing and treatment						C	C	C				
Professional offices, not within office building	P	P	P	P	P	A	P	A	A	A	C	
Public and private schools									P			
Public libraries and art galleries									P	P		
Public parks and playgrounds									P			

Use	Zoning District											
	B-1	B-2	B-3	B-4	OP	I-1	IOP	I-2	P	MU-PUD	COMM-PUD	OFFICE-PUD
Radio and television studios	C											
Recreation centers			C						P			
Research and development facilities (indoor only)	P			C	C	C	P	C			C	C
Restaurant	P	P	P	P	P						C	
Fast food (see section 10-15-25 of this title)		C	C	C	C							
Retail, general												
<1,000 square feet		P	P	P							C	
> or = 1,000 square feet			P	P								
Shelter for battered women when accessory to at least one of the following: place of worship, academy, higher education facility, or hospital									C			
Shoe repair		P	P	P								
Signs (see chapter 15, article E of this title)	A	A	A	A	A	A	A	A	A	A	A	A
Single-family dwelling												
Attached										P		
Existing (see section 10-10F-4 of this title)											P	

Use	Zoning District											
	B-1	B-2	B-3	B-4	OP	I-1	IOP	I-2	P	MU-PUD	COMM-PUD	OFFICE-PUD
Small appliance repair		P	P	P								
Sporting goods store		P	P	P								
Stone and monument sales			C			C		C				
Studios: dance, exercise, marshal arts, etc. <2,000 square feet in floor area	C	P	P	P							P	
		P	P	P								
> or = 2,000 square feet in floor area												
Tanning salon	C	P	P	P							C	
Tattoo and body piercing establishment (see section 10-15-32 of this title)						C						
Tattoo parlor		P	P	P								
Theater (movie)		C	C	C							C	
Tower, telecommunications (see chapter 15, article G of this title)	C	C	C	C	C	C	C	C	C	C		
Truck and freight terminal								C				
Truck stop (see section 10-15-23 of this title)								C				
Upholstery shop		P	P	P								

Use	Zoning District											
	B-1	B-2	B-3	B-4	OP	I-1	IOP	I-2	P	MU-PUD	COMM-PUD	OFFICE-PUD
Veterinary clinic:												
Small animals	C	C	C								C	
Large animals						C						
Video store		P	P	P								
Warehousing						P						
Wholesale office and showroom			P			P						
Wholesaling						P						
Wind power converter						C		C	C			

Note:

1. Must comply with performance standards found in subsection 10-15-10B of this title.

(Ord. 1098, 11-8-2004; amd. Ord. 1109, 3-28-2005; Ord. 1122, 12-12-2005; Ord. 1130, 5-22-2006; Ord. 1137, 10-23-2006; Ord. 1150, 5-29-2007; Ord. 1163, 9-24-2007; Ord. 1178, 9-8-2008; Ord. 1207, 4-12-2010)

Allan Hunting

From: Kathy DeLisi/ABC/Anchor [Kathy_DeLisi@anchorlink.com]
Sent: Thursday, June 02, 2011 1:19 PM
To: Allan Hunting
Subject: Sayyad Hussain - Rezoning Request-Case No 11-10Z

Dear Sirs,

I live in the Cedarwoods Condominiums, directly behind the convenience store/gas station that Sayyad Hussain owns.

I have always thought of them as good neighbors. They provide a great service in the neighborhood.

The space on the east side of the property is empty and would easily accommodate several vehicles.

I think it is a great idea ! I am in favor of the request.

Kathy
Creating financial success one relationship at a time.
Anchor Bank
Kathy DeLisi, Customer Service
66 E Thompson Ave | West St. Paul, MN 55118
Direct: 651.554.3472 | Fax: 651.457.6855
Email: Kathy_DeLisi@anchorlink.com | www.anchorlink.com

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Allan Hunting

From: PattiRai Rudolph [2prudolph@comcast.net]
Sent: Wednesday, June 01, 2011 12:34 PM
To: Allan Hunting
Subject: Testimony for 6-7-11 Planning Commission meeting

Dear Mr. Hunting:

I'd like to submit the following testimony for the Inver Grove Heights Planning Commission meeting on June 7, 2011:

My name is PattiRai Rudolph and I am owner of a condo in the Cedarwoods complex at 5447 Babcock Trail, Unit #206, Inver Grove Heights. I have owned this property since the spring of 1999. I am located behind and slightly to the west of the G & M Store at 5465 Babcock Trail which is named in the matter before the Planning Commission, case no. 11-10Z.

Since I moved here, I have always shopped and filled up my car at the G & M, usually on a weekly basis. While there have been other owners/operators of the premises, the current owner Mr. Sayyad Hussain has definitely worked hard to improve the building and its contents. He and his staff have always been courteous, fair and helpful to me. While the G & M has seen its share of robberies, break ins and gas pump drive offs - as do many convenience stores anywhere - Mr. Hussain has tried very hard to keep their impact to his business and our neighborhood to a minimum and I have greatly appreciated his efforts. And while the evening clientele of the store sometimes gets loud and bothersome, I tolerate it because the store is an important part of our neighborhood's daily function for me and many others.

It is for these reasons that I was shocked and disappointed to learn that Mr. Hussain has requested a zoning change to his business premises to allow the sale of used cars.

In our condo complex - indeed, our entire neighborhood - we have experienced a distinct drop in property values in recent years. Some properties have even been foreclosed on. While some of this is, of course, a result of the overall recession, we have all struggled with personal challenges to keep our properties as updated as possible for that day when the economy recovers and we can improve our residences even more. I believe the selling of used cars at the G & M would deal our neighborhood a substantial esthetic and environmental injury. I also believe it would result in increased auto/foot traffic on Babcock Trail/55th Street East, a rise in noise levels/disruptive behavior of the clientele (particularly at night) and may further increase the personal safety/security issues near our homes we've had in recent years. It may even make visitors and prospective buyers to our properties think we have given up our neighborhood pride in allowing such a business to operate in what is obviously designed to be a quiet, peaceful, mostly residential area.

The potential approval of Mr. Hussain's requests troubles me greatly. It will negatively impact the already-decreasing property values of our neighborhood and may further diminish what little safety, peace, beauty and quiet we have managed to retain in recent years. It appears the only benefit to be had in approving these requests is for Mr. Hussain's wallet alone and with no consideration of what this zoning change/use permit will do to our neighborhood now and in the future.

Therefore, I respectfully ask the Planning Commission to deny these requests in their entirety and/or make similar recommendation to the Inver Grove Heights City Council for such action..

Sincerely,

PattiRai Rudolph
5447 Babcock Trail
Suite 206
Inver Grove Heights, MN 55077
(612) 669-8851
mail to: 2prudolph@comcast.net

Allan Hunting

From: Naomi Lifejoy [neapolitancake@comcast.net]
Sent: Tuesday, May 31, 2011 12:56 PM
To: Allan Hunting
Subject: Fwd: Planning Commission meeting 6-7-11

Importance: High

from:

Naomi Lifejoy

5447 Babcock Trail
#204
Inver Grove Heights, MN 55077
651-552-0362
neapolitancake@comcast.net

to:

Allan Hunting

I received notice from the city about rezoning the property at 5465 Babcock Trail to allow for the selling of used cars. This email is to tell you I oppose having a used car lot in my neighborhood.

Thank you for your kind attention to my views.

Begin forwarded message:

From: "PattiRai Rudolph" <2prudolph@comcast.net>
Date: May 31, 2011 10:46:37 AM CDT
To: "'Naomi Lifejoy'" <neapolitancake@comcast.net>
Subject: **FW: Planning Commission meeting 6-7-11**

-----Original Message-----

From: Allan Hunting [<mailto:ahunting@invergroveheights.org>]
Sent: Tuesday, May 31, 2011 9:17 AM
To: PattiRai Rudolph
Subject: RE: Planning Commission meeting 6-7-11

Mrs. Rudolph,

Allan Hunting

From: jamisonkay@comcast.net
Sent: Wednesday, June 08, 2011 3:12 PM
To: Allan Hunting
Cc: Bill
Subject: Clark Station - 55th and Babcock

To Whom it may Concern:

I and Bill Farris at 1918 55th St. Ct. E. are adverse to the zoning change at the above mentioned property. Once you turn onto 55th it is primarily residential. This residential on the court yard side is comprised of privately held residential properties, if one continues on 55th it is rental real estate of Lake Cove Apartments and a few homes.

To change zoning to B3 and have a "used" car lot at this site would only **depreciate our properties** and I tend to believe to bring "outsiders" into a primarily residential neighborhood.

Sincerely,

Kathleen R. Jamison
William J Farris
1918 55th St. Ct. East
Inver Grove, MN 55077

cell 612.834.2476

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

MICHIAL MULARONI (HEPPNERS AUTO BODY)- Case No. 11-13V

Meeting Date: June 13, 2011

Item Type: Regular

Contact:  Heather Botten 651.450.2569

Prepared by:  Heather Botten, Associate Planner

Reviewed by: Planning

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to a **Variance** to construct an addition onto an existing building within the side yard setback for property located at 6042 Claude Way.

- Requires a 3/5ths vote.
- 60-day deadline: July 17, 2011 (first 60-days)

SUMMARY

The applicant is requesting a variance to construct a 48' x 60' addition onto the existing building. The existing building is located 30' from the side property line whereas the zoning code requires a 40' setback. The proposed addition would be kept in line with the existing building setback. The building was constructed with proper permits, in compliance with the building and zoning codes. In 2002, the I-1 zoning district side yard setback was amended from 30' to 40'.

This is the first variance request the City Council has seen since the Governor signed in to law new variance language which now addresses practical difficulties when reviewing variances. The City may grant variances when they are in harmony with the general purpose and intent of the City ordinance and comprehensive plan. In order to grant the requested variance, State Statute identifies criteria which are to be considered practical difficulties. The applicant's request was reviewed against this criterion.

The proposed addition would not have a negative impact on the surrounding properties and the request would not be contrary to the comprehensive plan. The property owner is proposing to utilize the property in a reasonable manner, keeping the addition in line with the existing building and meeting all other setbacks. The property is unique in that when the building was constructed the side yard setbacks were 30'. This request is not due to economic circumstances.

Planning Staff: Based on the information provided staff recommends approval of the variance to add an addition to the existing building with the conditions listed in the attached resolution.

Planning Commission: At the June 7, 2011 public hearing, the Planning Commission recommended approval of the request with the conditions listed in the attached resolution (8-0). Minutes from the public hearing are not available at this time. The applicant stated he had questions regarding the FAA form the Airport Manager was requesting but would call him to discuss. There was some general discussion about no longer needing a hardship for variance approval.

Attachments: Variance Resolution
 Planning Staff Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A VARIANCE FROM SIDE YARD SETBACKS TO
CONSTRUCT AN ADDITION 30 FEET FROM THE PROPERTY LINE**

**CASE NO. 11-13V
(Michial Mularoni/Heppners)**

Property located at 6042 Claude Way and legally described as follows:

Lot 1, Block 3 of Southeast Metro Industrial Park No 2, of Dakota County, Minnesota

WHEREAS, an application has been received for a variance to allow a building addition 30 feet from the side yard property line whereas 40 feet is required;

WHEREAS, the afore described property is zoned I-1, Limited Industry District;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4: D.;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on June 7, 2011 in accordance with City Code 10-3-3: C.;

WHEREAS, the requested variance is in harmony with the general purposes and intent of the city ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. The proposed addition would not have a negative impact on the surrounding properties. The property owner is proposing to utilize the property in a reasonable manner, keeping the addition in line with the existing building and meeting all other setbacks. The property is unique

in that when the building was constructed the side yard setbacks were 30'. This request is not due to economic circumstances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to construct an addition 30 feet from the side yard property line is hereby approved with the following conditions:

1. The site shall be developed in substantial conformance with the site plan dated May 27, 2011 on file with the Planning Department except as modified herein.
2. Prior to commencing construction, the applicant shall obtain all necessary FAA permits.
3. Prior to commencement of any grading, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer.
4. Any new rooftop equipment shall be substantially screened from view as seen from a reasonable viewing perspective.
5. Three (3) overstory trees shall be required along the western property line meeting the landscaping requirements of the City Code.

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

Adopted by the City Council of Inver Grove Heights this 13th day of June, 2011.

George Tourville, Mayor

Ayes:
Nays:

ATTEST:

Melissa Rheaume, Deputy Clerk

Planning Staff is in the process of preparing an ordinance amendment to address this new language to put into city code. In the mean time, since variance language is governed by state statute, the new state language supersedes any local control language and thus the city may utilize this new language to review variances.

SPECIFIC REQUEST

A variance to construct a 2,880 square foot (48' x 60') addition onto the existing building, which is setback only 30' from the side yard setback whereas Section 10-11A-2 of Inver Grove Heights Zoning Code requires a 40' setback.

EVALUATION OF REQUEST:

Surrounding Uses: The subject site is surrounded by the following uses:

- North – Travel Tags Industrial Use; zoned I-1, Limited Industry District; guided IOP, Industrial Office Park
- South – Industrial Use; zoned I-1, Limited Industry District; guided IOP, Industrial Office Park
- East – South St. Paul Airport
- West – Safeway Bus Company; zoned I-1, Limited Industry District; guided IOP, Industrial Office Park

SITE PLAN REVIEW

Parking/Access. Parking and access on the site is not changing; there is one entrance off of Claude Way along the west property line.

Tree Preservation/Landscaping. Three trees would be required to meet the City's landscaping requirements. Staff is recommending these trees be located along the west property line.

Building. The new addition would match the existing building materials, meeting code requirements. As a consistent policy of non-residential development, any roof top equipment shall be screened from view from the street. If necessary, the form of screening will be reviewed at time of building permit. This condition would apply to any new roof top equipment.

Airport Overlay District. The proposed property is located in the South St. Paul Airport Overlay District. The Airport Manager has reviewed the request and commented that due to the close proximity to Fleming Field's runway the applicant shall file a FAA form 7460-1, Notice of Proposed Construction or Alteration prior to construction.

Engineering. Engineering has reviewed the plans and has been working with the applicant on stormwater and grading requirements. The applicant shall continue to work with the City to secure final approval of the construction drawings.

VARIANCE

Mn Statutes Section 462.357, subdivision 6. **Variations**, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the official control (city ordinance) and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the

requested variances, State Statute identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

1. *The variance request is in harmony with the general purpose and intent of the city code and consistent with the comprehensive plan.*

This setback was amended to preserve the residential character and property values of the properties around the Industrial Districts. This property is surrounded by industrial properties on the North, South and West and by the South St. Paul Airport on the East. By allowing for the proposed addition, the surrounding properties will not be negatively impacted, therefore the addition would not be contrary to the zoning code. The application is not contrary to the Comprehensive Plan as the future land use is Industrial Office Park.

2. *The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.*

When the applicant originally constructed the building in 1987, the Code stated that the structures must meet a side yard setback of 30'. Since then the code has been amended to require a 40' side yard setback for structures. The proposed addition would be kept in line with the existing building setback.

3. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.*

This property is unique in that when the building was originally constructed, the side yard setbacks were 30'. The applicant is now looking to construct an addition that meets all other zoning and building requirements, but cannot meet the current setback requirements. Because of the nature of the business and the size of the lot, this addition cannot be placed anywhere else on the lot to meet the required setbacks.

4. *The variance will not alter the essential character of the locality.*

The building addition does not appear to have a negative impact on the character of the locality. The addition would be kept in line with the existing building and all other zoning code requirements would be met.

5. *Economic considerations alone do not constitute an undue hardship.*

This request is not due to economic circumstances.

ALTERNATIVES

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

A. **Approval.** If the Planning Commission favors the requested Variance, the Commission should recommend approval of the request with at least the following conditions:

1. The site shall be developed in substantial conformance with the site plan dated May 27, 2011 on file with the Planning Department.

2. Prior to commencing construction, the applicant shall obtain all necessary FAA permits including, but not limited to form 7460-1.
3. Prior to commencement of any grading, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer.
4. Any new rooftop equipment shall be substantially screened from view as seen from a reasonable viewing perspective.
5. Three (3) overstory trees shall be required along the western property line meeting the landscaping requirements of the City Code.

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

RECOMMENDATION

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

Attachments: Exhibit A – Location/Zoning Map
Exhibit B – Applicant narrative
Exhibit C – Site Plan
Exhibit D – Elevations



Heppners 6042 Claude Way

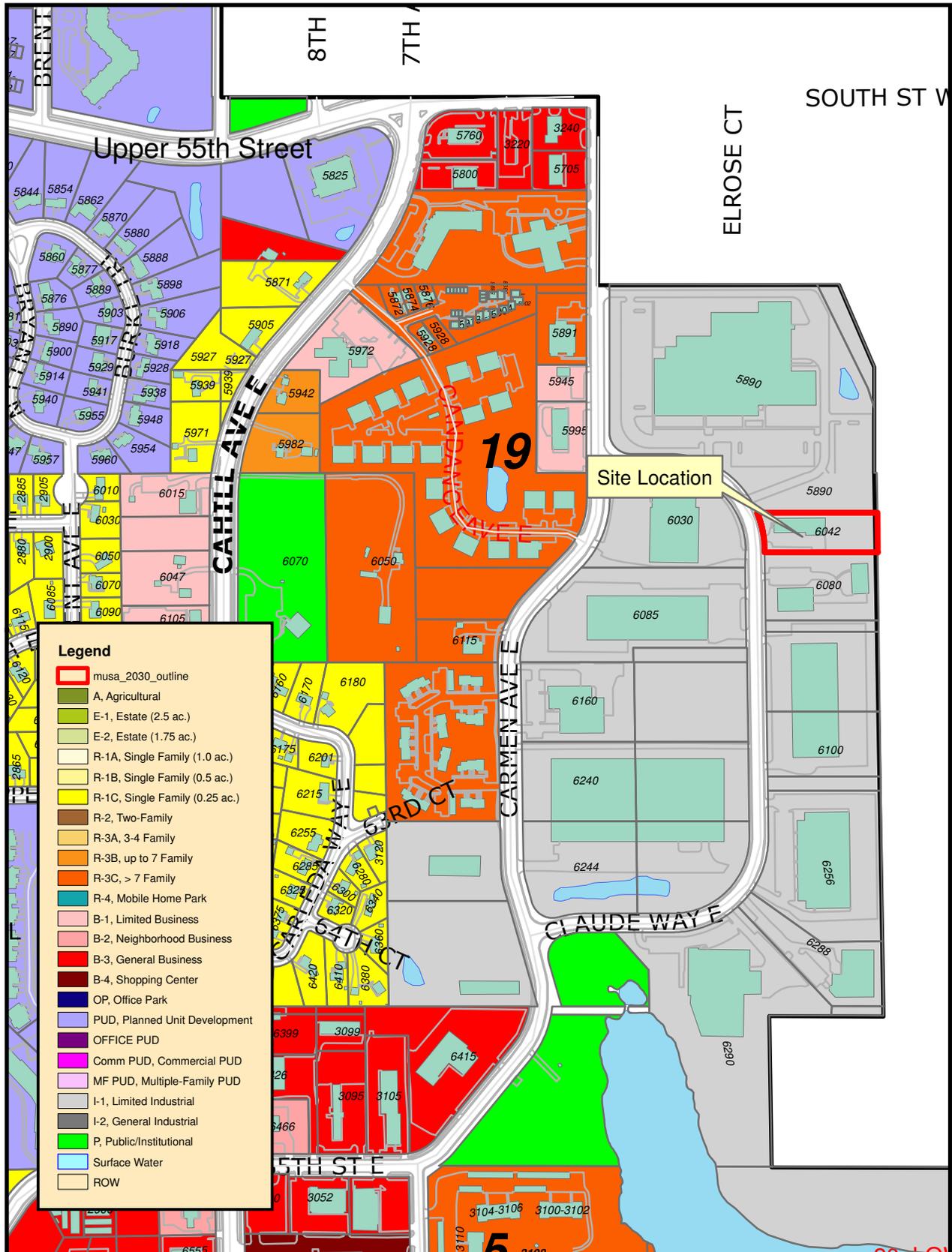


Exhibit A
Zoning and Location Map



Heppners 6042 Claude Way

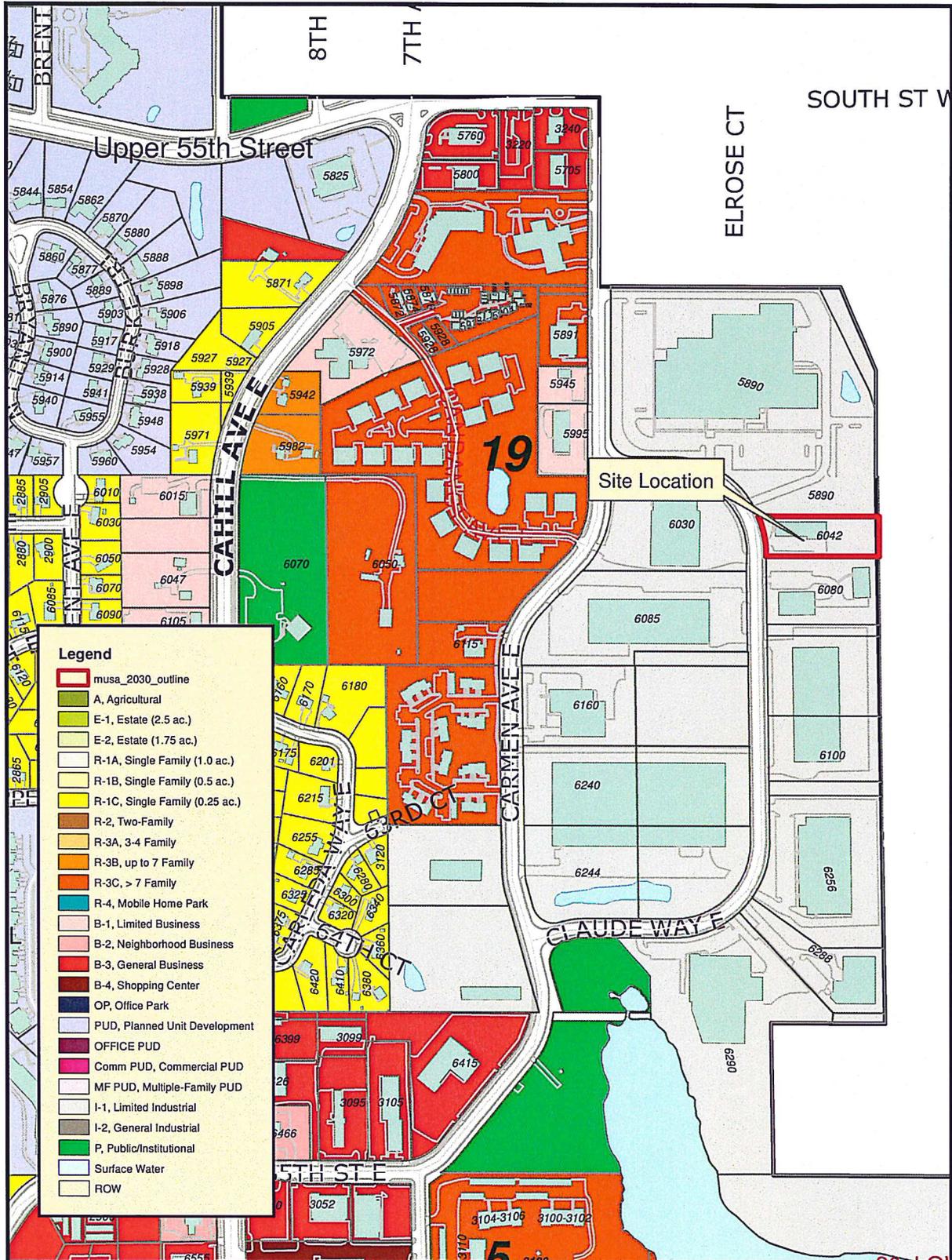


Exhibit A
Zoning and Location Map

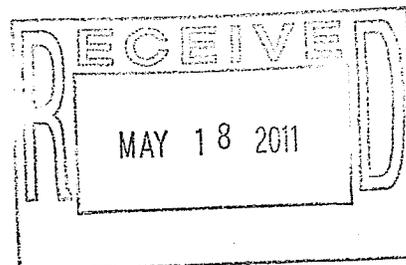
MULARONI+CO Architecture, LLC

Michial G. Mularoni, A.I.A.

05-17-11

CITY OF INVER GROVE HEIGHTS

8150 Barbara Avenue
Inver Grove Heights, MN. 55077



**Re: Planning Application for VARIANCE for Heppner's Auto Body;
6042 East Claude Way; Inver Grove Heights, MN. 55076**

Dear City Council Members,

HAB, Inc. is requesting a 10' foot side yard variance off the north property line of the above referenced address. HAB, Inc requested and was granted this same Variance in 2007. Because of the two year time limitations on variances, it is necessary for us to apply again.

This I-1 zoned parcel of land had a change in side yard setback requirements from 30' to 40' sometime between the last building addition to the auto body shop in 1996 and the codification of the City Code in 2004. Thus, we are required to make this Application for Variance at this time. The proposed new addition will provide additional repair garage area. The 60' dimension is proposed as an extension that matches the existing building width on the site. The depth is non consequential. The parking area to the south precludes the option of jogging the addition to the south. The south setback is only 47' and would have needed to be 50' to work mathematically. Jogging the proposed new addition would disrupt the flow of the work area inside the building. The 60' dimension of the building is based on the area needed to maneuver automobiles just as the dimensions of a parking lot design are derived. Putting a 10' jog in the building or reducing the width to 57' would seriously restrict the intended use for the building as an auto body repair garage. This use is a permitted use and has been so since the building was constructed in 1976.

We feel this situation is unique to this parcel of land and not applicable to other property in I-1 zoned areas because the building is already built to dimensions characteristic to the permitted use it was originally purchased and built for. The City chose to change the side yard setback requirements after the fact.

This variance request is not detrimental to the public welfare or the neighborhood in which it is located. This variance does not increase traffic congestion, fire hazard, endanger the public safety, detrimentally affect property values, or negatively affect the supply of light and air to the adjacent properties. We are neighbor to the immediate north is an I-1 zoned parcel owned by Taylor Corporation at 5890 Carmen Avenue; to the south by an I-1 parcel owned by John Mathisrud; to the East is the City of South St. Paul's airport property; and to the west across the street is Safeway Bus Company. None of these properties are adversely affected by this small addition and subsequent variance requirement.

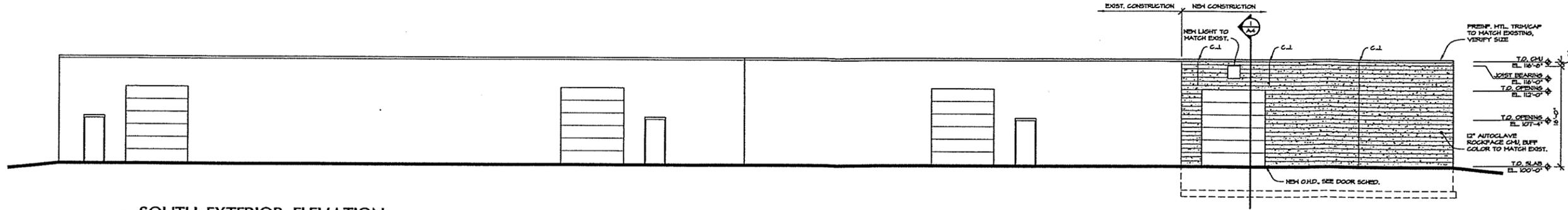
This variance request is in keeping with the spirit and intent of the City Code and Comprehensive Plan.

Sincerely,

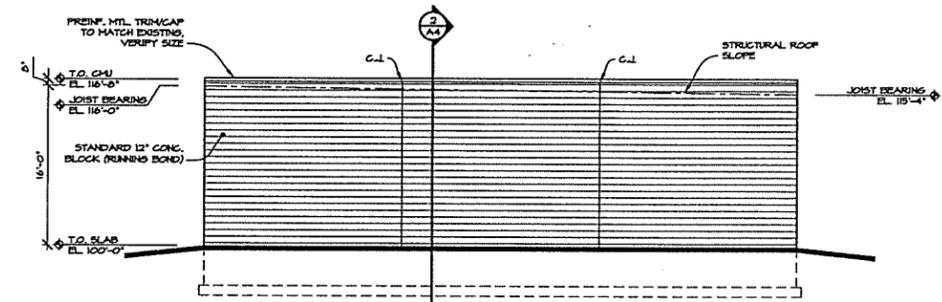
MULARONI+CO Architecture, LLC.

A handwritten signature in black ink, appearing to read "Michial Mularoni".

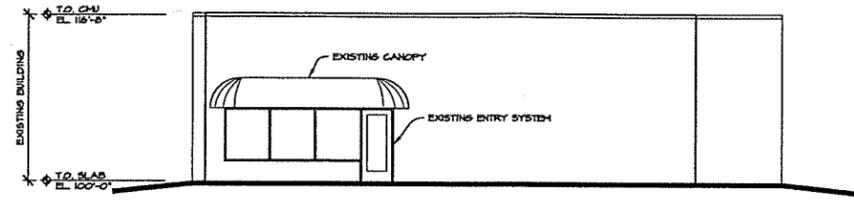
Michial Mularoni, AIA



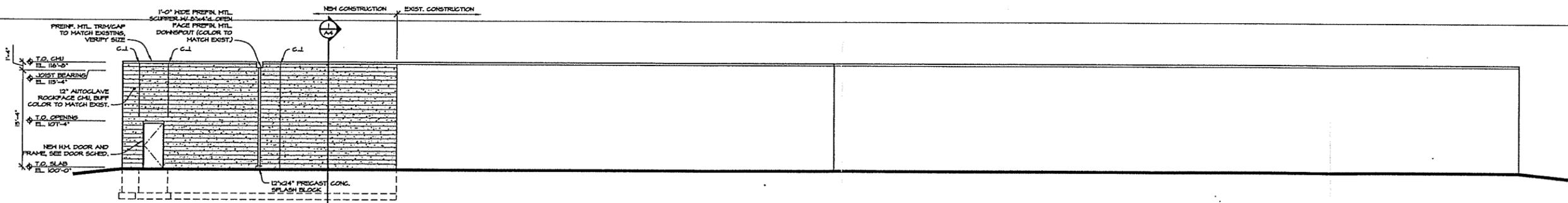
1 SOUTH EXTERIOR ELEVATION
1/8" = 1'-0"



2 EAST EXTERIOR ELEVATION
1/8" = 1'-0"



3 WEST EXTERIOR ELEVATION
1/8" = 1'-0"



4 NORTH EXTERIOR ELEVATION
1/8" = 1'-0"

Sheet Title:
EXTERIOR ELEVATIONS

Project: **HEPPNER'S AUTO BODY**
INVER GROVE HEIGHTS, MINNESOTA

Project No.
0706-1

I hereby certify that the site specification or report was prepared by me or under my supervision and that I am a duly Registered Architect under the laws of the State of MINNESOTA



OWNER: H&B, INC. WILSON GULL 5042 EXT. Circle Way Inver Grove Heights, MN 55076
 Phone No. (651) 736-5055 • Drawn By: BWP
 Fax No. 691 Circleberry Trail • Woodbury MN 55129 • (651) 491-5711 • (fax) 491-0074
 ARCHITECT & PLANNING CONSULTANTS
 Reg. No. 15261 • Date: 04.12.07
 Revisors:

A3

[Handwritten mark]

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Declaration of Property for Heritage Village Park (SG-2010-049)

Meeting Date: June 13, 2011
 Item Type: Regular Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 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 declaration of property for the purposes of expending state grant funds SG-2010-049.

SUMMARY

The City received a \$1,000,000 grant from the State of MN. The funds are to be used for:

“park and trail development on the west bank of the Mississippi River in Dakota County at the site of Mississippi River Bridge JAR 5600, commonly known as the Rock Island Bridge. Any park or trails developed with this appropriation must connect with any local, regional or state trails in the vicinity, and the historic Rock Island Bridge.”

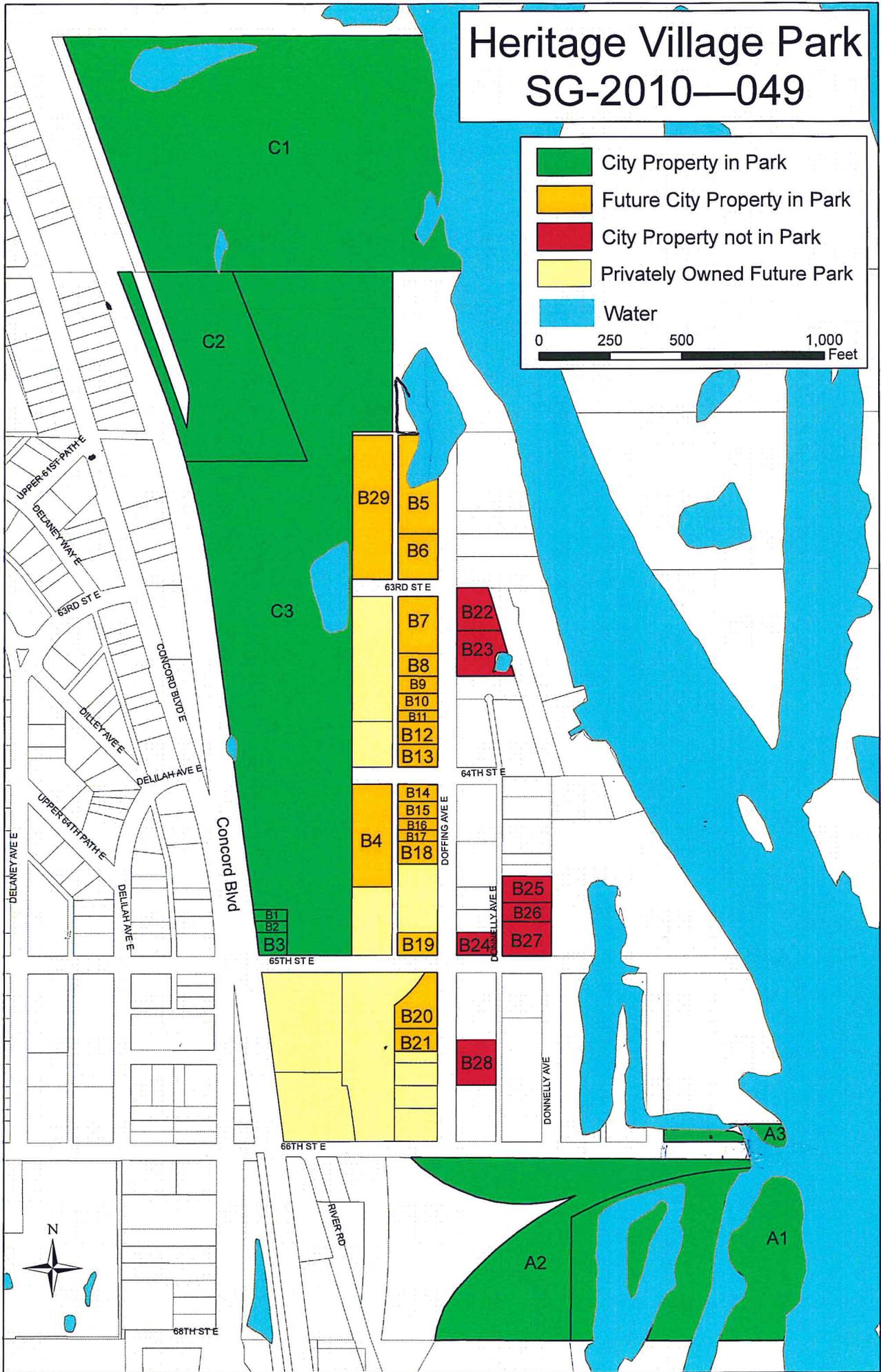
Before funds can be spent the City needs to record a “declaration” on the property. The declaration in affect makes the property park land into perpetuity. At this time we are recommending that the properties in “green” be declared a part of this grant. In the future, additional properties may be added.

The Park and Recreation Commission reviewed this issue on June 8, 2011 and is recommending approval.

Heritage Village Park SG-2010—049

	City Property in Park
	Future City Property in Park
	City Property not in Park
	Privately Owned Future Park
	Water

0 250 500 1,000
Feet



DECLARATION

City of Inver Grove Heights Heritage Village Park
and Rock Island Bridge Park Properties

The undersigned, as owner of fee title to real property legally described on Exhibit A, which is attached hereto and made a part hereof ("Property"), hereby declares that title to the Property is hereby subject to the following restriction:

The Property is bond financed property within the meaning of Minn. Stat. § 16A.695 as amended, and cannot be sold, mortgaged or otherwise disposed of by the public officer or agency which has jurisdiction over it or owns it without the approval of the Minnesota Commissioner of Finance, which approval must be evidenced by a written statement signed by the Commissioner of Finance and attached to the deed, mortgage or instrument used to sell, mortgage or otherwise dispose of the property.

Title to the Property shall remain subject to this restriction until (i) restriction has been fully complied with as evidenced by a written approval from the Minnesota Commissioner of Finance, or (ii) a written release, releasing the Property from the restriction, signed by the Commissioner of Finance, is recorded in the real estate records relating to the Property.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

Exhibit A
(Legal Description of the "Property")

Parcel A2:

All of the following premises situated in the Town of Inver Grove, in the County of Dakota, State of Minnesota, in Township 27 North, Range 22 West, in the Northeast Quarter of the Southwest Quarter of Section 2 and extending into the Northwest Quarter of the Southeast Quarter of Section 2, described as follows:

Commencing at the intersection of the South line of Gladstone Street and the West bank of the Mississippi River; thence Southeast along the West bank of the Mississippi River for a distance of approximately 68 feet; thence West along a line being approximately 65 feet South of and parallel to the South line of Gladstone Street for a distance of approximately 175 feet; thence South 86 degrees West, more or less, for a distance of approximately 720 feet; thence South along a line being approximately 200 feet West of and parallel to the North/South centerline of said Section 2 for a distance of approximately 355 feet to the South line of Government Lot 6 in said Section 2; thence West along the South line of said Government Lot 6 for a distance of approximately 610 feet; thence Northerly and on a 2 curve to the left for a distance of approximately 625 feet to the South line of Gladstone Street; thence Easterly along the South line of Gladstone Street for a distance of approximately 1,460 feet to the point of commencement.

Except any part thereof that lies within the following:

That part of Government Lots 5 and 6, Section 2, Township 27, Range 22, Dakota County, Minnesota, described as follows:

Commencing at a cast iron judicial landmark set pursuant to Torrens Case No. 77717, which monument is on the North line of 66th Street East, also known as Dakota County Road No. 24, (formerly Gladstone Street in the plat of "Inver Grove Factory Addition, Dakota County, Minnesota") and 47.17 feet Easterly of a cast iron judicial landmark set pursuant to Torrens Case No. 77717 at the intersection of the center line of vacated Pullman Street and the North line of 66th Street East, measured along said North line; thence South 89 degrees 52 minutes West (assumed bearing) along the North line of 66th Street East as marked by judicial landmarks set pursuant to Torrens Case No. 77717 a distance of 151.29 feet; thence South 16 degrees 53 minutes 49 seconds East 54.39 feet to the point of beginning of the land to be described said point being marked by a judicial landmark set in District Court File C7-98-9466; thence South 16 degrees 53 minutes 49 seconds East 265 feet to a point marked by a judicial landmark set in District Court File C7-98-9466; thence North 73 degrees 06 minutes 11 seconds East 5.45 feet to a point marked by a judicial landmark set in District Court File

C7-98-9466; thence South 16 degrees 53 minutes 49 seconds East 33.29 feet to a point marked by a judicial landmark set in District Court File C7-98-9466; thence South 15 degrees 32 minutes 28 seconds East 363.98 feet to a point marked by a judicial landmark set in District Court File C7-98-9466; thence South 19 degrees 52 minutes 47 seconds East 270.08 feet to a point marked by a judicial landmark set in District Court File C7-98-9466; thence North 28 degrees 54 minutes 23 seconds East 279.16 feet to a point marked by a judicial landmark set in District Court File C7-98-9466; thence North 89 degrees 48 minutes 53 seconds West 59.96 feet to a point marked by a judicial landmark set in District Court File C7-98-9466 also being on a non-tangential curve concave to the Southeast a radial line of which bears South 57 degrees 05 minutes 22 seconds East from said point; thence Northerly along said curve, radius 1407.39 feet, central angle 29 degrees 46 minutes 32 seconds 731.39 feet to a point marked by a judicial landmark set in District Court File C7-98-9466; thence North 00 degrees 11 minutes 07 seconds East 11.53 feet to a point marked by a judicial landmark set in District Court File C7-98-9466 on a non-tangential curve concave to the North, a radial line of which bears North 16 degrees 56 minutes 08 seconds West from said point; thence Westerly along said curve, radius 565.00 feet, central angle 24 degrees 50 minutes 15 seconds 244.93 feet to a point marked by a judicial landmark set in District Court File C7-98-9466; thence North 82 degrees 05 minutes 53 seconds West, tangent to said curve 1.09 feet to a point marked by a judicial landmark set in District Court File C7-98-9466; thence Northwesterly along a 528.69 foot radius tangential curve, concave to the Northeast, central angle 33 degrees 33 minutes 49 seconds 309.70 feet to a point marked by a judicial landmark set in District Court File C7-98-9466; thence North 89 degrees 48 minutes 53 seconds West 126.71 feet to a point marked by a judicial landmark set in District Court File C7-98-9466 on a non-tangential curve concave to the West, a radial line of which bears South 85 degrees 31 minutes 23 seconds West from said point; thence Northerly along said curve, radius 2914.93 feet, central angle 00 degrees 42 minutes 27 seconds 36.04 feet to a point marked by a judicial landmark set in District Court File C7-98-9466; thence North 89 degrees 34 minutes 47 seconds West 241.54 feet to the point of beginning which point is marked by a judicial landmark set in District Court File C7-98-9466.

(Abstract Property)

(Reference: Part of Dakota County Property Tax Identification No. 20-00200-78-010)

Parcel A3:

Lot 14, excepting therefrom the North 14 feet, all of Lot 15 and the South 74 feet of Lot 16, Block 41, Inver Grove Factory Addition.

(Abstract Property)

(Reference: Part of Dakota County Property Tax Identification No. 20-36500-41-150)

Parcel B1:

The North 40 feet of Lot 6, Block 25, Inver Grove Factory Addition, less railroad, County of Dakota, State of Minnesota.

(Abstract Property)

(Reference: Dakota County Property Tax Identification No. 20-36500-25-060)

Parcel B2:

The South 40 feet of Lot 6, Block 25, Inver Grove Factory Addition, less railroad, County of Dakota, State of Minnesota.

(Abstract Property)

(Reference: Dakota County Property Tax Identification No. 20-36500-25-061)

Parcel B3:

Lot 7, Block 25, Inver Grove Factory Addition, less railroad, County of Dakota, State of Minnesota.

(Abstract Property)

(Reference: Dakota County Property Tax Identification No. 20-36500-25-070)

Parcel C1:

That part of Government Lot 8 in Section 35, Township 28, Range 22, Dakota County, Minnesota described as follows: Beginning at a point on the South line of said Section 35 distant 1037.75 feet East of the Southwest corner thereof; thence Northerly parallel with and 75 feet East of the East line of the Chicago Northwestern Railroad to the intersection with the Easterly extension of the South line of Lincoln Park Addition to South St. Paul; thence Easterly along the Easterly

extension of the South line to the shore of the Mississippi River; thence South along the shoreline to the intersection with the South line of Section 35; thence West along the South line to the point of beginning.

(Abstract Property)

(Reference: Dakota County Property Tax Identification No. 20-03510-60-010)

Parcel C2:

That part of the following described property lying north of the north right-of-way line of 66th Street East (formerly Gladstone Street in the plat of "Inver Grove Factory Addition, Dakota County, Minnesota"):

A strip of land being part of the former Chicago Rock Island & Pacific Railroad being varying widths located in the Northwest Quarter of Section 2, Township 27, Range 22, Dakota County, Minnesota, the center line of the strip being described as follows: Beginning at the intersection of the North line of Section 2 and the centerline of the main line of the Chicago Rock Island & Pacific Railroad; thence Southerly along the centerline of the main line to a point 715 feet Southerly from the North line of Section 2 and there terminating, except any part thereof lying within the following described parcel: Beginning at the intersection of the North line of Section 2 and a line lying 75 feet East of and parallel to the Easterly right of way line of the Chicago Northwestern Railroad; thence South 19 degrees 23 minutes 35 seconds East 413.89 feet; thence South on a tangential curve 66.11 feet; thence South 04 degrees 00 minutes 00 seconds West 93.05 feet; thence North 19 degrees 23 minutes 49 seconds West 578.76 feet to the North line of Section 2; thence East 40.01 feet to the point of beginning.

(Abstract Property)

(Reference: Part of Dakota County Property Tax Identification No. 20-00200-80-011)

Parcel C3:

That part of the Northwest Quarter in Section 2, Township 27, Range 22, Dakota County, Minnesota described as follows: Beginning at the point of intersection of the South line of the North Half of the North Half of said Northwest Quarter with

the Northerly extension of the West line of North and South Alley in Block 30 of Inver Grove Factory Addition; thence West along the South line 350 feet, more or less, to the Easterly line of the Chicago Rock Island & Pacific Railroad; thence Northwesterly along the Easterly line 600 feet, more or less, to the North line of said Section 2; thence East along the North line 560 feet, more or less, to the intersection with the Northerly extension of the West line of the North and South Alley in Block 30 of Inver Grove Factory Addition; thence South along the West line to the point of beginning, except any part thereof lying within the following described parcel: Beginning at the intersection of the North line of Section 2 and a line lying 75 feet East of and parallel to the Easterly right of way line of the Chicago Northwestern Railroad; thence South 19 degrees 23 minutes 35 seconds East 413.89 feet; thence South on a tangential curve 66.11 feet; thence South 04 degrees 00 minutes 00 seconds West 93.05 feet; thence North 19 degrees 23 minutes 49 seconds West 578.76 feet to the North line of Section 2; thence East 40.01 feet to the point of beginning.

And,

That part of the following described property lying north of the north right-of-way line of 66th Street East (formerly Gladstone Street in the plat of "Inver Grove Factory Addition, Dakota County, Minnesota"):

That part of the Northwest Quarter and that part of the Southwest Quarter of Section 2, Township 27, Range 22, Dakota County, Minnesota, formerly known as Inver Grove Yard, except any part thereof lying within the following described parcel: Beginning at the intersection of the North line of Section 2 and a line lying 75 feet East of and parallel to the Easterly right of way line of the Chicago Northwestern Railroad; thence South 19 degrees 23 minutes 35 seconds East 413.89 feet; thence South on a tangential curve 66.11 feet; thence South 04 degrees 00 minutes 00 seconds West 93.05 feet; thence North 19 degrees 23 minutes 49 seconds West 578.76 feet to the North line of Section 2; thence East 40.01 feet to the point of beginning, and also except any part thereof lying within the following described parcel: Beginning at the intersection of the North line of the Southwest Quarter of the Southwest Quarter of Section 2, Township 27, Range 22 and the Easterly line of Doane Trail; thence North on the Easterly line 146.85 feet; thence Northerly on a curve radius 2829.9 feet, central angle 10 degrees 02 minutes, 495.75 feet; thence North 89 degrees 00 minutes 00 seconds East 85.33 feet; thence South on a curve radius 2814.93 feet, central angle 12 degrees 31 minutes 00 seconds 637.33 feet; thence North 89 degrees 46 minutes 00 seconds East 198.5 feet; thence Southwesterly on a curve concave

to the Southeast radius 1382.69 feet, central angle 12 degrees 29 minutes 00 seconds, 301.26 feet to the Easterly right of way line of Doane Trail; thence Northwesterly along the Easterly right of way line 275.38 feet to the point of beginning.

(Abstract Property)

(Reference: Part of Dakota County Property Tax Identification No. 20-00200-40-010)

A1	20-00200-75-010	10.13
A2	20-00200-78-010	0
A3	20-36500-41-150	0.14
B1	20-36500-25-060	0.11
B2	20-36500-25-061	0.1
B3	20-36500-25-070	0.19
B4	20-36500-32-040	1.16
B5	20-36500-30-122	1.11
B6	20-36500-30-080	0.51
B7	20-36500-31-140	0.64
B8	20-36500-31-120	0.26
B9	20-36500-31-111	0.19
B10	20-36500-31-110	0.19
B11	20-36500-31-100	0.13
B12	20-36500-31-090	0.26
B13	20-36500-31-080	0.26
B14	20-36500-32-140	0.19
B15	20-36500-32-141	0.19
B16	20-36500-32-130	0.13
B17	20-36500-32-131	0.13
B18	20-36500-32-120	0.26
B19	20-36500-32-080	0.26
B20	20-36500-33-140	0.52
B21	20-36500-33-120	0.28
C1	20-03510-60-010	22.01
C2	20-00200-80-011	6.7
C3	20-00200-40-010	26.59
B29	20-36500-30-060	1.63

74.27

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Update on Dawn Ave Sidewalk & Boulevard on City Project 2011-09D

Meeting Date: June 13, 2011
 Item Type: Regular *DK*
 Contact: Tom Kaldunski: 651-450-2572
 Prepared by: Tom Kaldunski, City Engineer
 Reviewed by: Scott Thureen, Public Works Director

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

PURPOSE/ACTION REQUESTED

The City Council received a request during Citizen Comments at the May 25, 2011 Council meeting. A resident asked the Council to consider modifications to the sidewalk location on City Project 2011-09D South Grove Area 6.

SUMMARY

The City Council has authorized Project 2011-09D South Grove Area 6 to proceed to construction. The City Council approved plans include a 5 ft. wide sidewalk along Dawn Ave. from 66th St. to 70th St. These plans indicate the proposed walk between 69th St. and 66th St. would be located 8 ft. behind the curb.

The resident at 6771 Dawn Ave. indicated that this alignment would affect him and he requested the Council consider reducing the boulevard to 5 ft. from the original 8 ft. boulevard. Staff met with the resident to view the situation. The homeowner had his vehicles parked in his driveway during the review. Both vehicles were parked on the north side of the driveway. No vehicles were parked on the south side of the drive. The length of the vehicles were 16.5 ft. for a car and 19.7 ft. for a pickup with extended cab. These vehicles parked on one side would extend onto the walk if an 8 ft. boulevard was used. If the vehicles were parked side by side they would have adequate space with either an 8 ft. or 5 ft. boulevard. This resident prefers the 5 ft. boulevard.

The City's Park & Rec Department recently prepared a Trail Gap Study, (attached), that indicates a trail/walk should be considered along Dawn Ave. from 80th St. to Concord Blvd. In order to address the residents concern on the 2011-09D Project and the Parks Plan, the Engineering Division reviewed Dawn Ave. from 80th St. to Concord Blvd.

Attached are a series of maps showing a proposed 38ft. street width with a 5 ft. walk and 5 ft. boulevard on the west side. These were prepared to illustrate what future improvements would be to address these concerns. While the focus is on Dawn Ave. between 69th St. and 66th St., it is apparent that the right-of-way north of 66th St. indicates a 5 ft. boulevard should be recommended, because the homes on Dawn Ave. between 63rd St. and 66th St. would have a 28 ft. driveway length between the future walk and the garages.

Based on this review, it is the recommendation of the City Engineer to establish a standard street section for Dawn Ave. from 80th St. to Concord Blvd. This standard would include a 38 ft. face to face street width as previously discussed by the Council plus a 5 ft. sidewalk with a 5 ft.

boulevard on the west side of Dawn Ave. The City Council should consider accepting this recommendation at it's June 13, 2011 Council meeting.

Note that this recommendation will be implemented on City Project 2010-09I South Grove 6. Future improvements on Dawn Ave. will follow this guidance at the time additional projects are implemented.

TK/dp



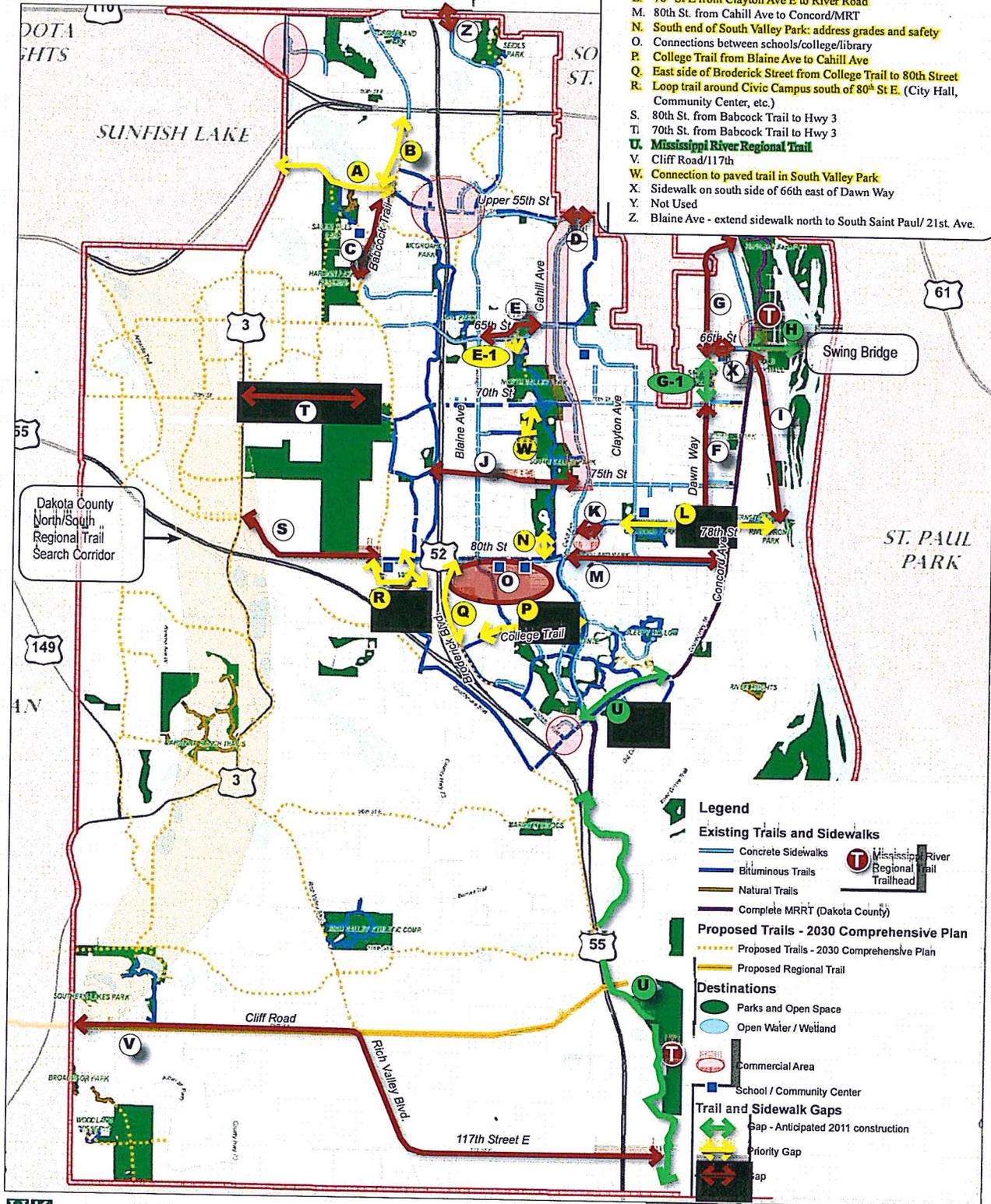
Inver Grove Heights Trail Gap Study

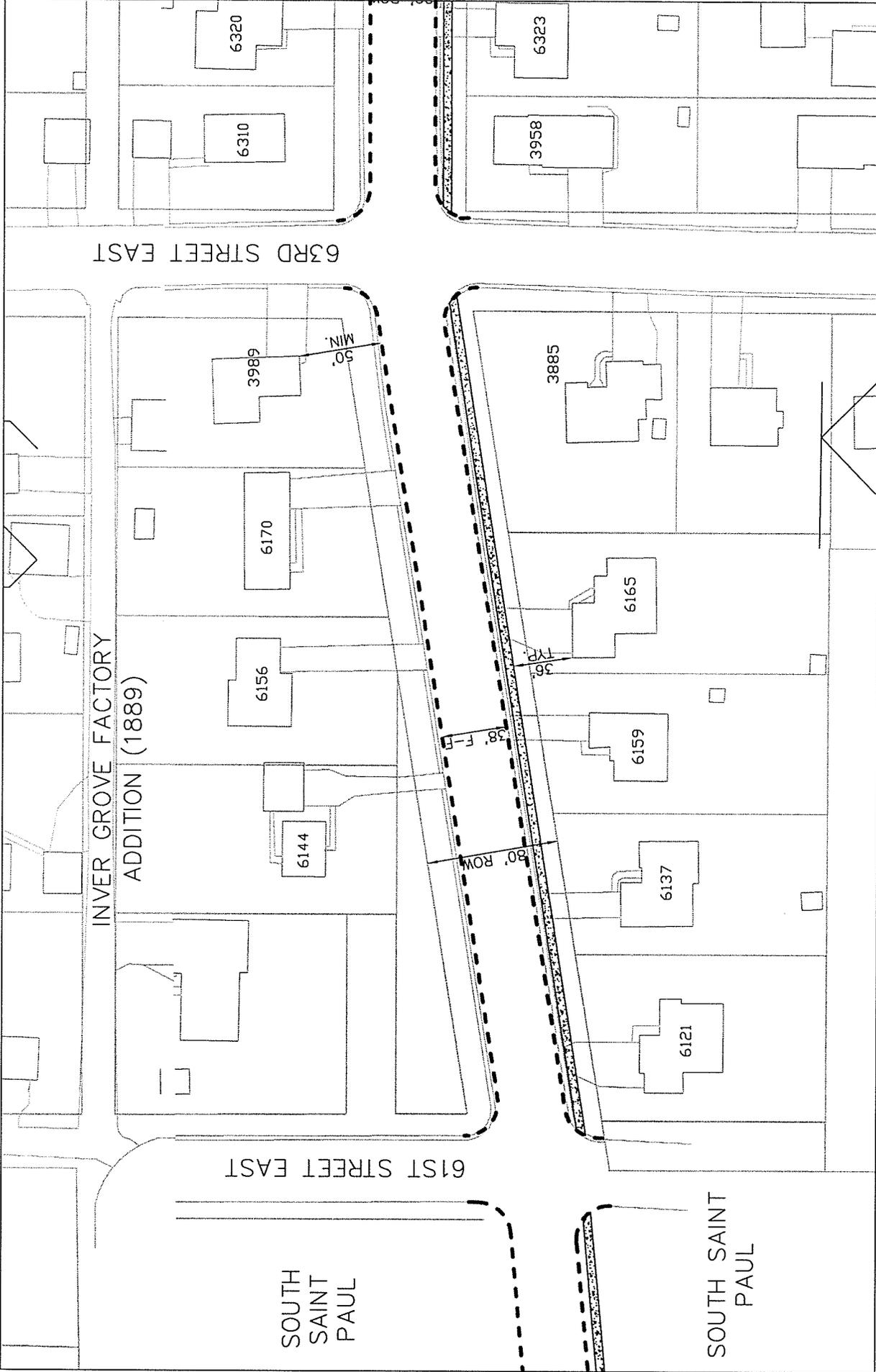
DRAFT 6/1/11

Trail + Sidewalk Gap Map

Pedestrian and Bicycle Gaps:

- A. Upper 55th Street from Highway 3/South Robert Trail to County Highway 73/Babcock Trail
- B. County Highway 73/Babcock Trail from 494 Bridge to Upper 55th Street
- C. County Highway 73/Babcock Trail Upper 55th St. to Upper 63rd St.
- D. Upper 55th St. from Cahill Ave to 5th Ave South
- E. Trail link between North Valley Park and Cahill: add trail on 65th St. between Blaine Ave. and Cahill Ave.
- E-1 Trail link to North Valley Park: pave north end of North Valley Park Trail
- F. Dawn Ave from 70th St E to 78th St E
- G. Dawn Ave from 66th Street to Concord
- G-1 Dawn Way from 70th St. to 65th St.
- H. 66th St. from Dawn Way to the Swing Bridge
- I. River Road from 66th St. E to 78th St E
- J. 75th St E from Highway 52 Trail to Cahill Ave.
- K. 78th St E just east of Cahill (south side sidewalk)
- L. 78th St E from Clayton Ave E to River Road
- M. 80th St. from Cahill Ave to Concord/MRT
- N. South end of South Valley Park: address grades and safety
- O. Connections between schools/college/library
- P. College Trail from Blaine Ave to Cahill Ave
- Q. East side of Broderick Street from College Trail to 80th Street
- R. Loop trail around Civic Campus south of 80th St E. (City Hall, Community Center, etc.)
- S. 80th St. from Babcock Trail to Hwy 3
- T. 70th St. from Babcock Trail to Hwy 3
- U. Mississippi River Regional Trail
- V. Cliff Road/117th
- W. Connection to paved trail in South Valley Park
- X. Sidewalk on south side of 66th east of Dawn Way
- Y. Not Used
- Z. Blaine Ave - extend sidewalk north to South Saint Paul/ 21st. Ave.

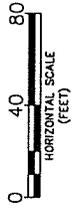
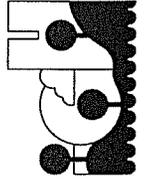


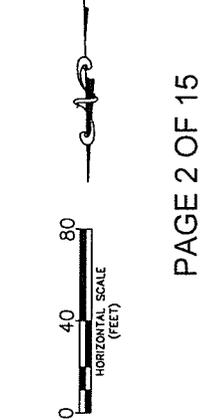
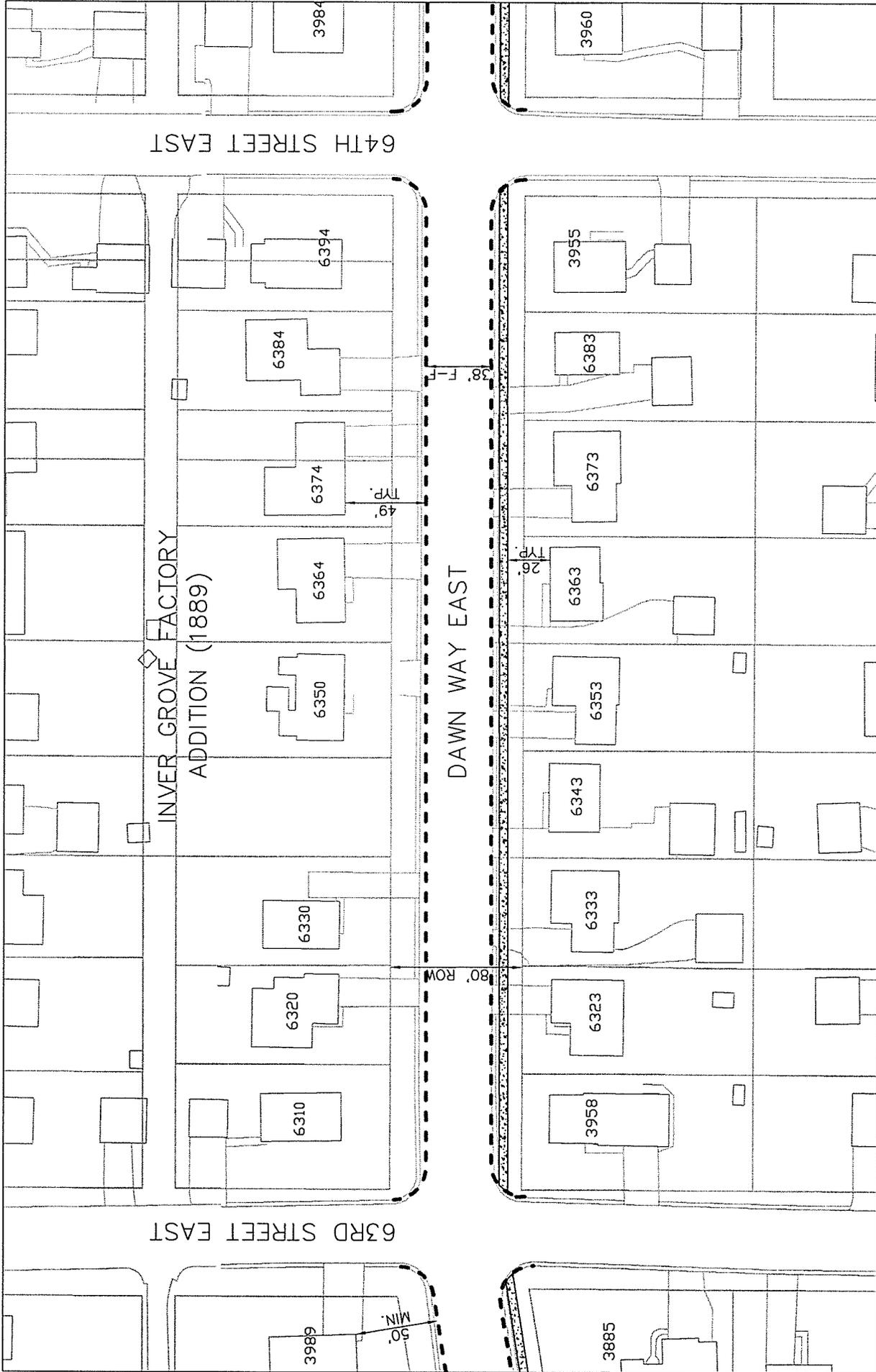


DAWN AVENUE RIGHT OF WAY
OVERVIEW MAP WITH SIDEWALK

-  FUTURE CURB
-  FUTURE 5' SIDEWALK WITH 5' BLVD

City of
Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077
(651) 450-2570 Fax (651) 450-2502

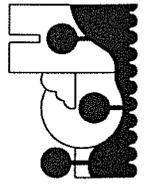


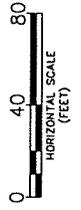
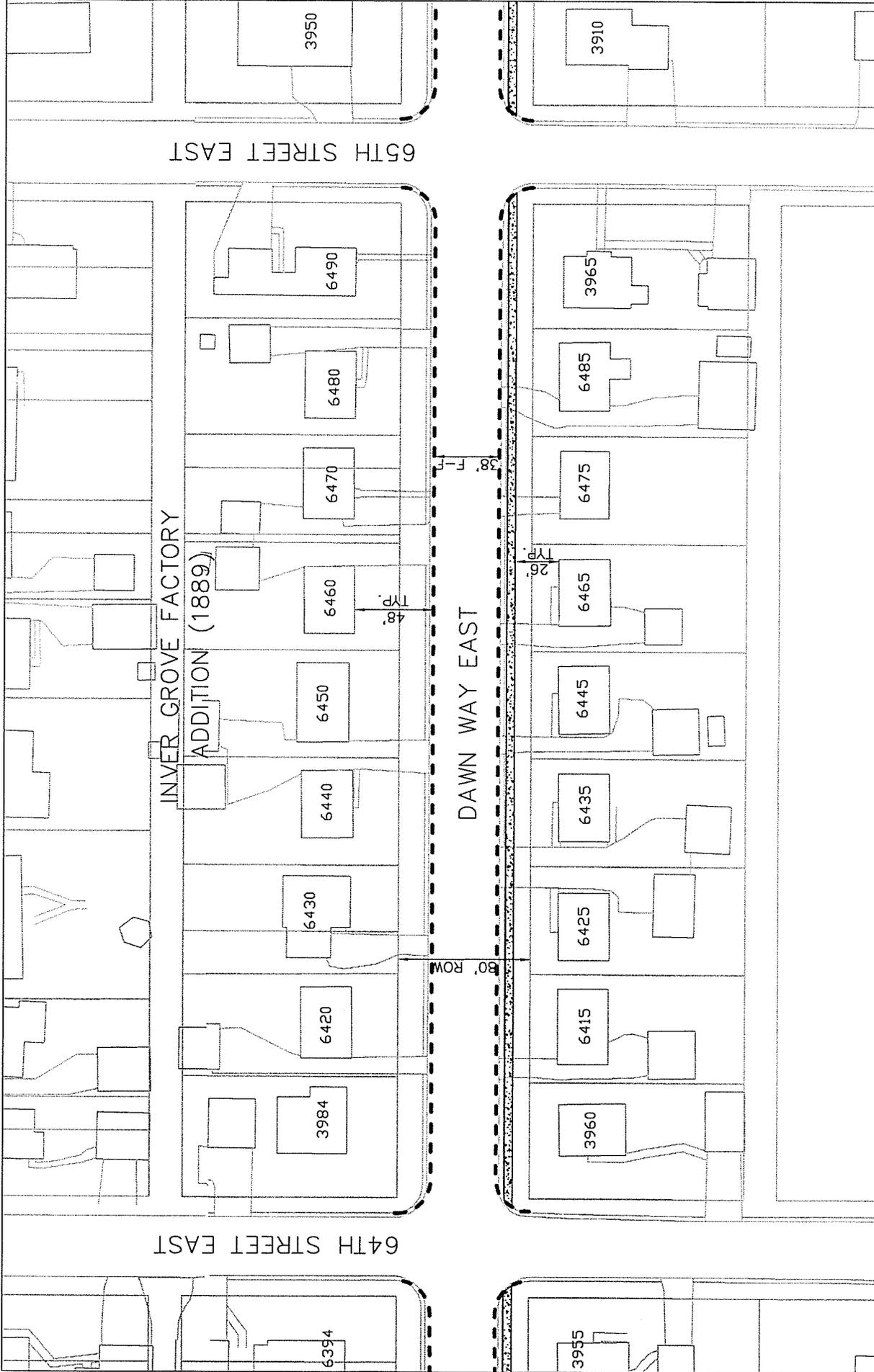


DAWN AVENUE RIGHT OF WAY
OVERVIEW MAP WITH SIDEWALK

- FUTURE CURB
- FUTURE 5' SIDEWALK WITH 5' BLVD

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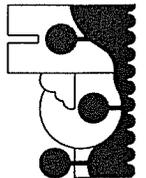


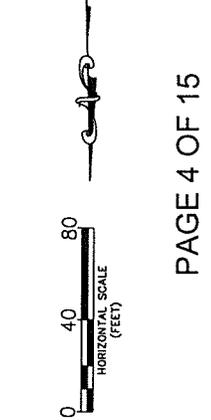
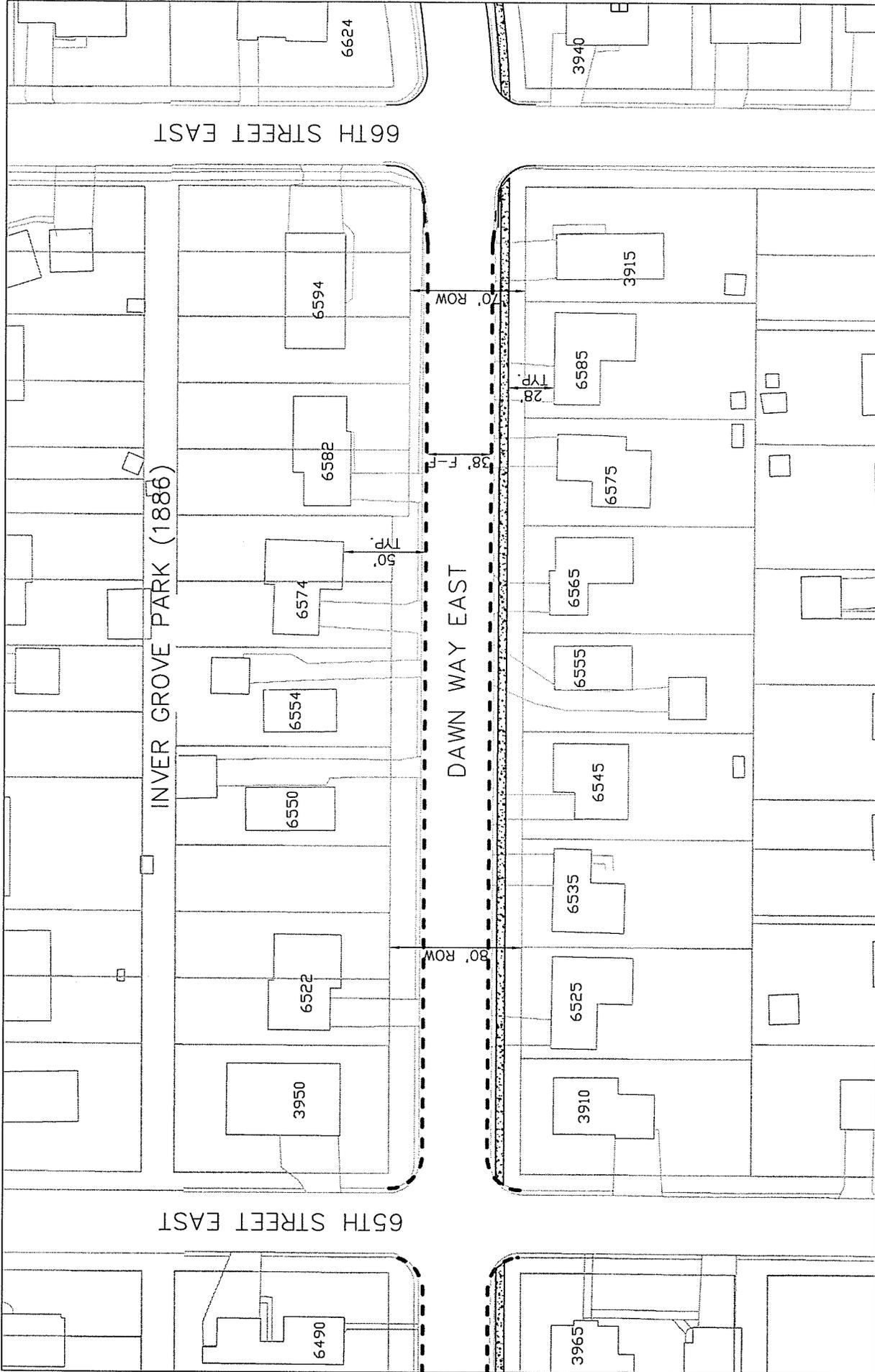


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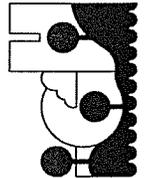


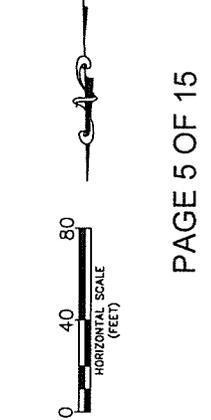


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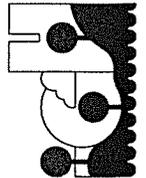


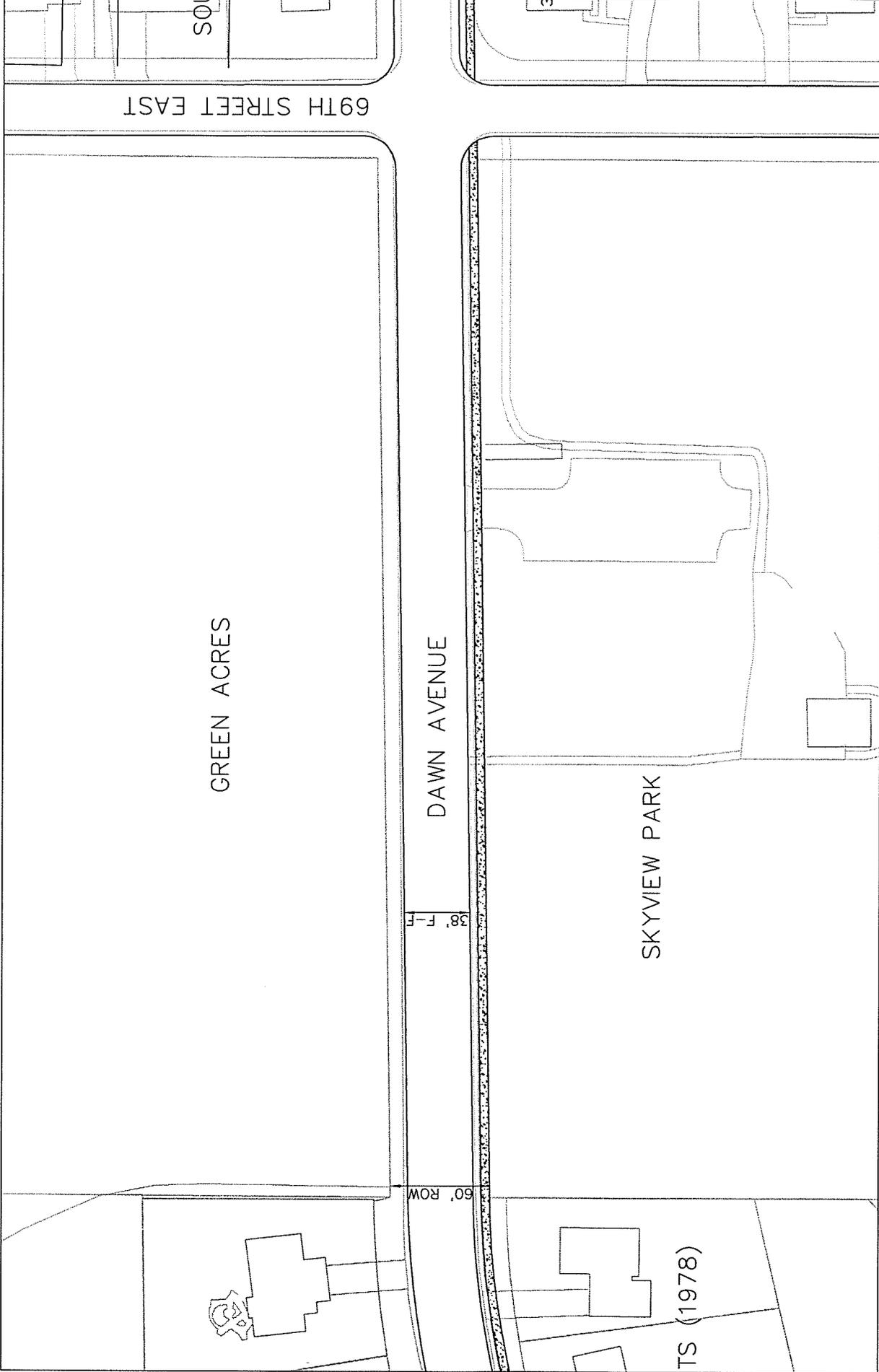


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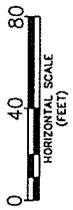
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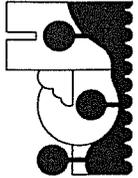


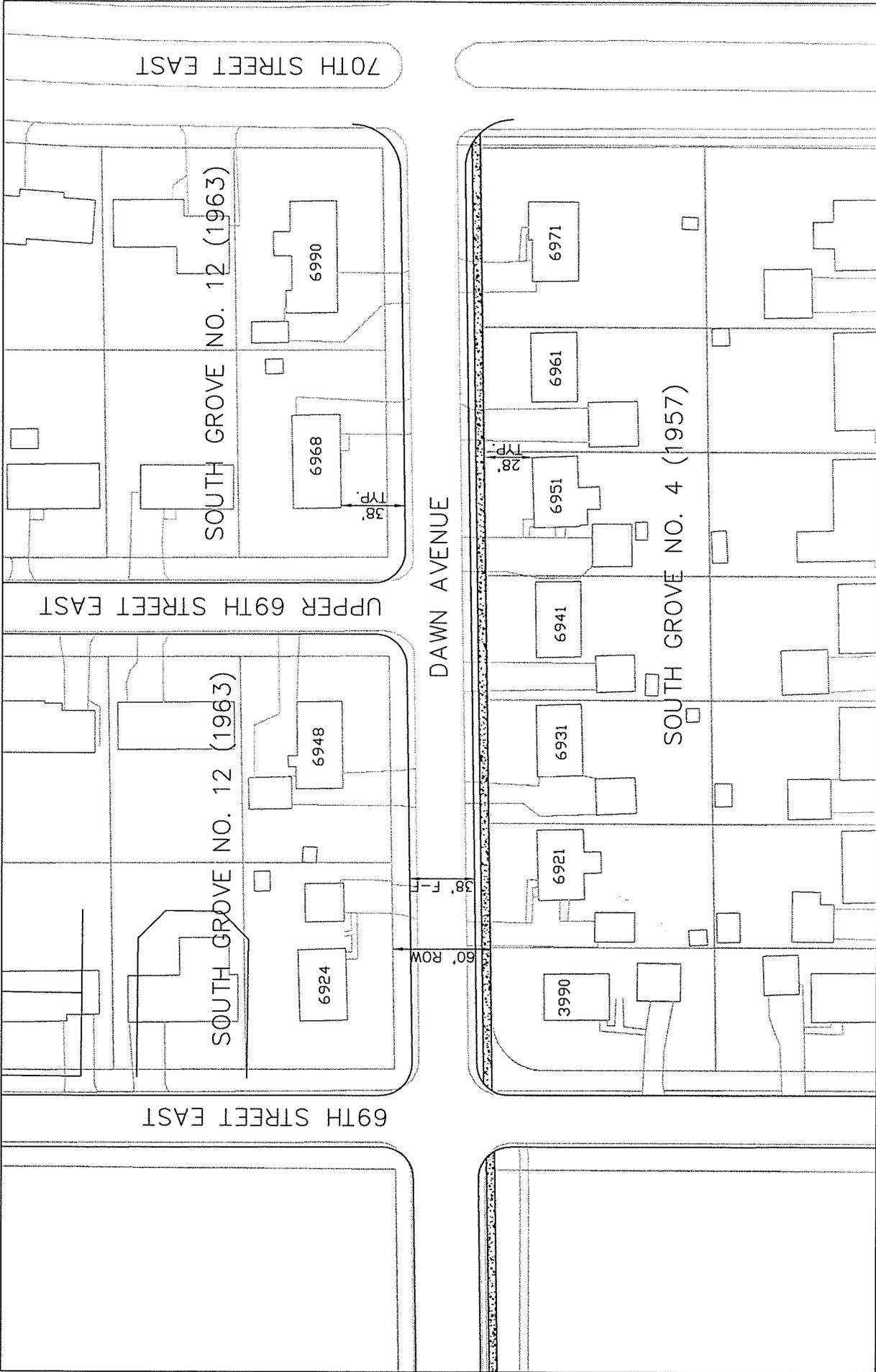
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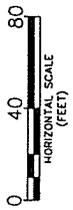
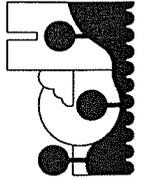


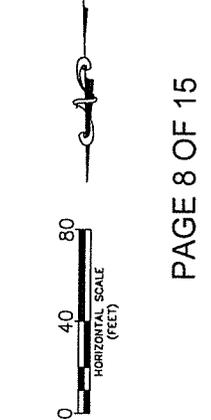


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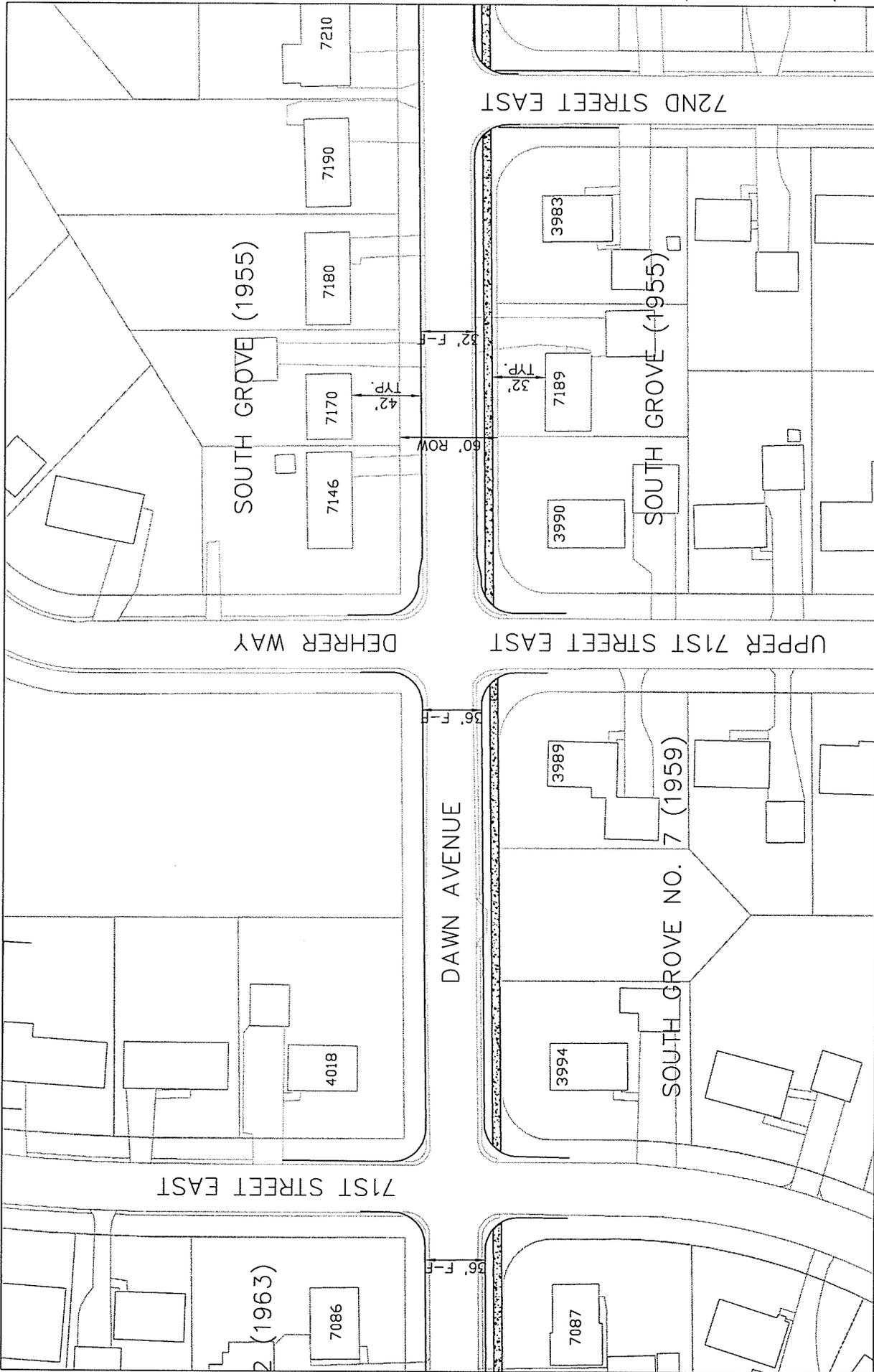




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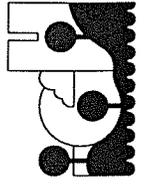
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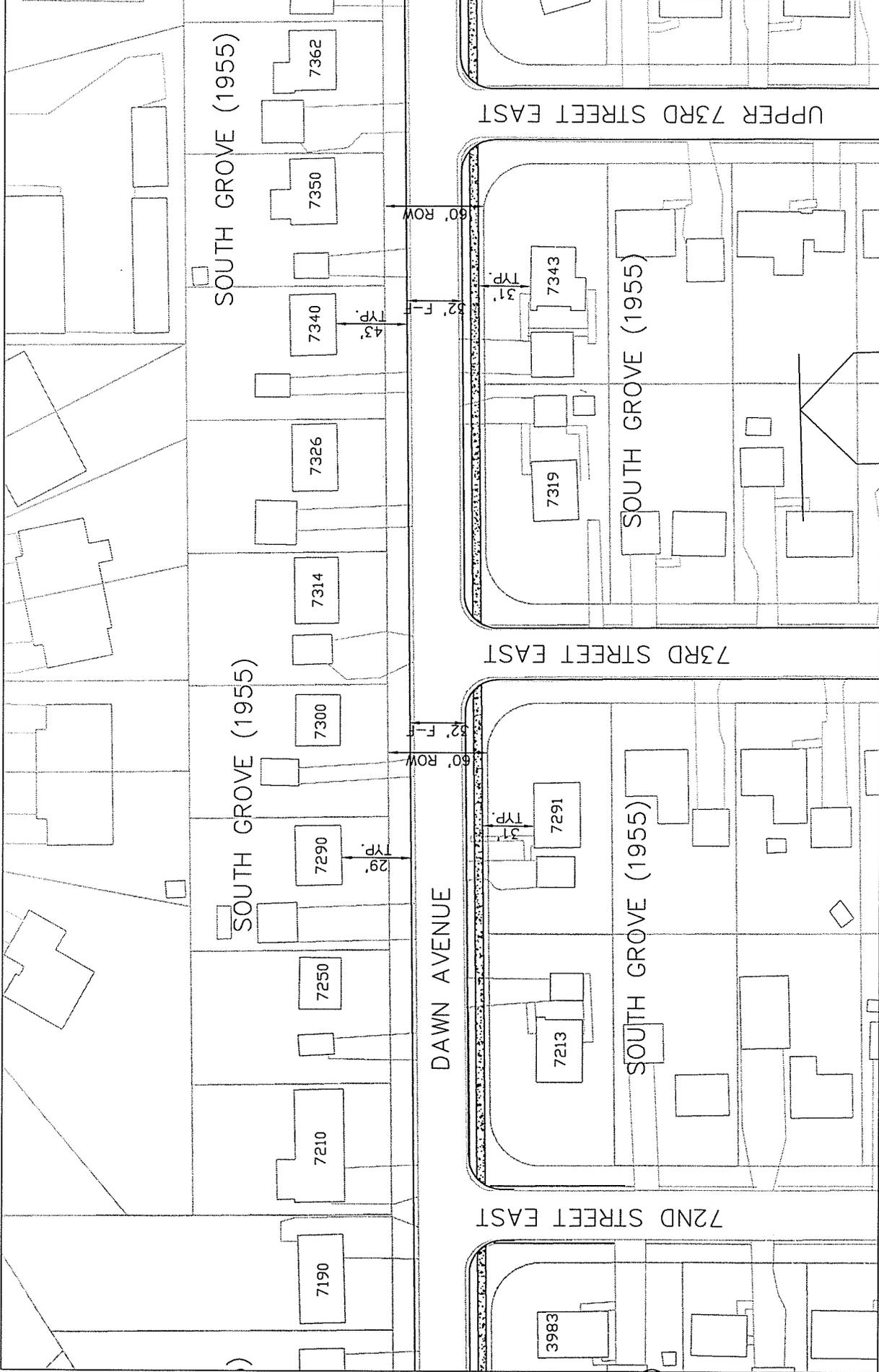


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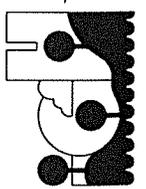




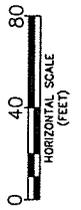
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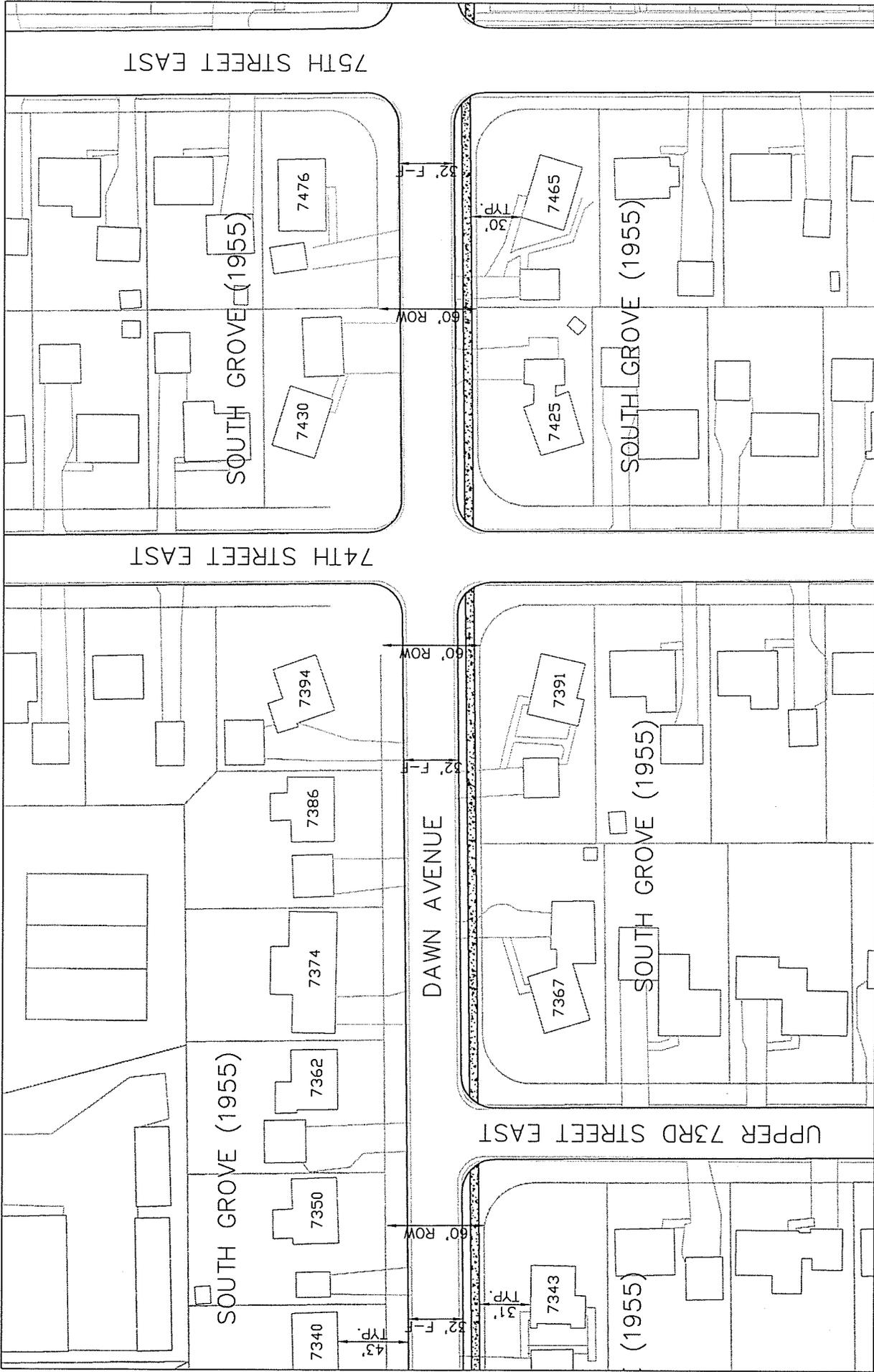
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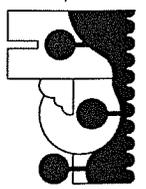


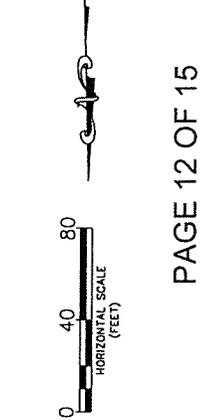
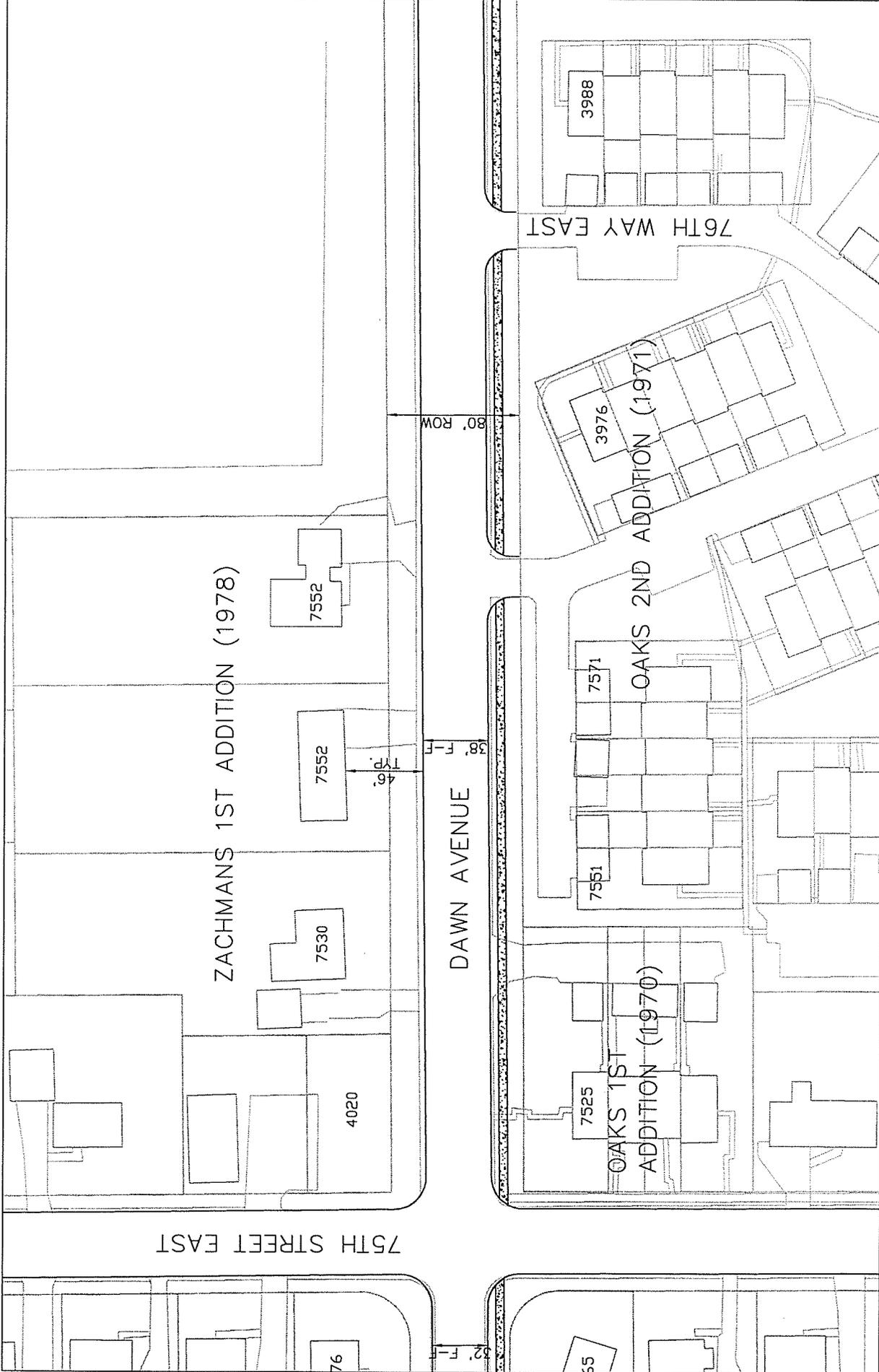


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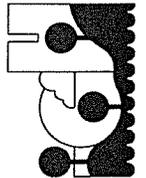


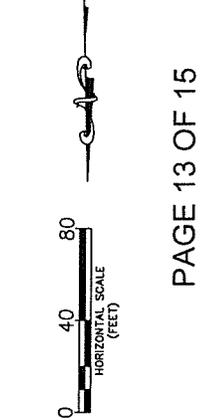
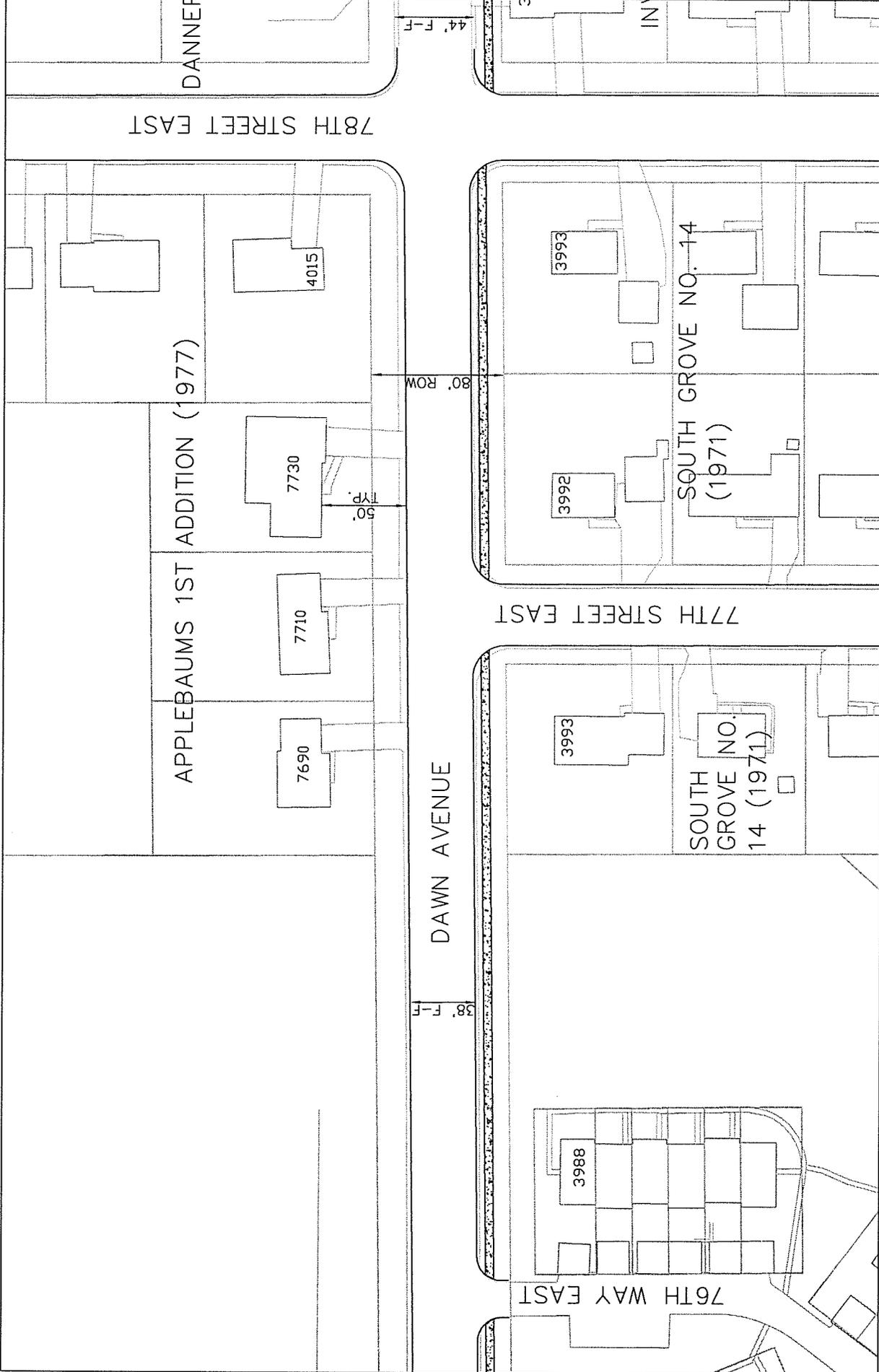
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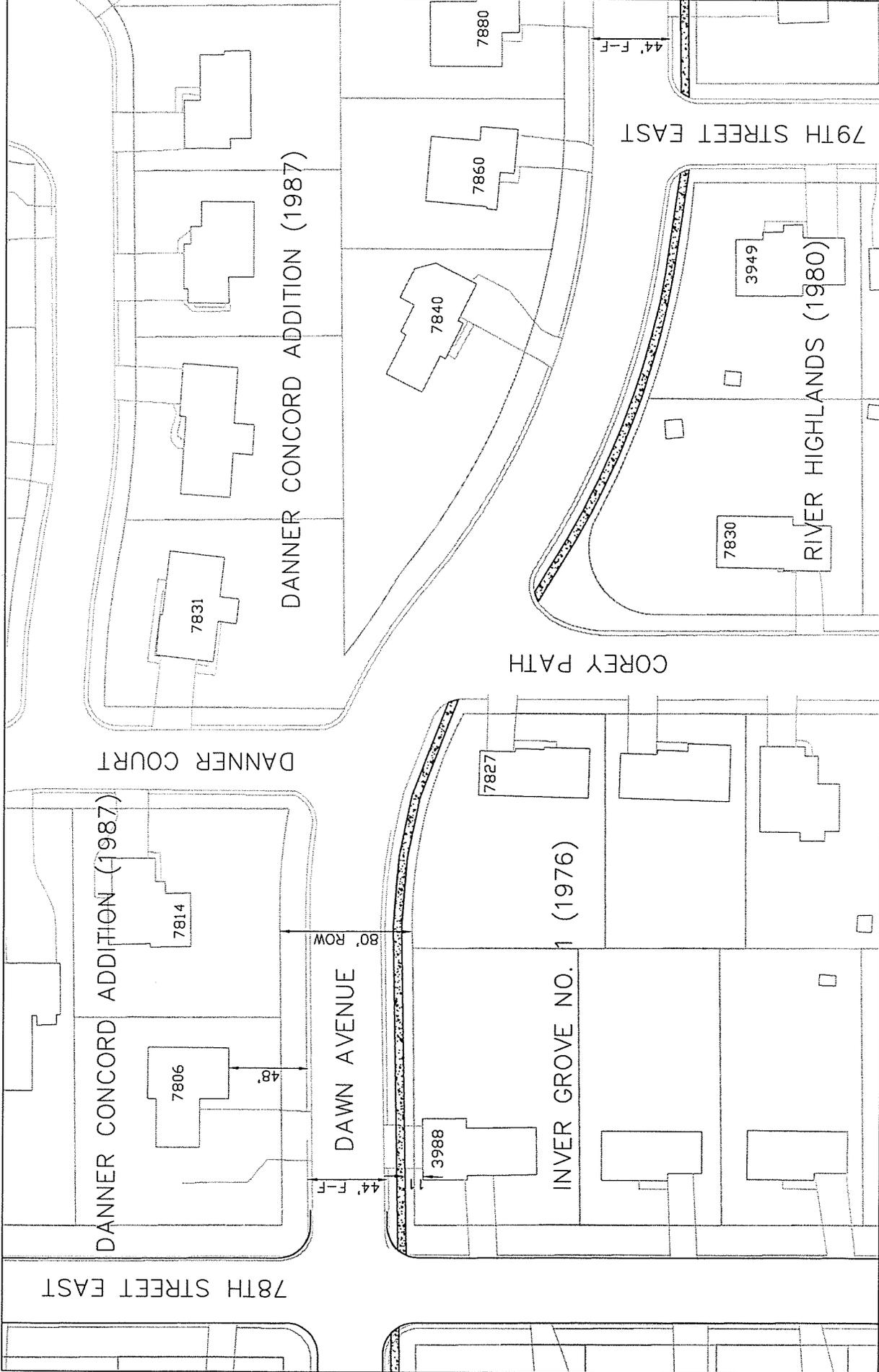


Revised: 6/9/2011

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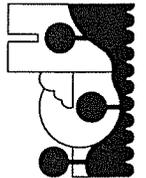
 HORIZONTAL SCALE (FEET)

Revised: 6/9/2011
 PAGE 14 OF 15

DAWN AVENUE RIGHT OF WAY
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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER AWARD OF BID FOR AV MULTIMEDIA EQUIPMENT FOR THE CITY COUNCIL CHAMBERS IN CITY PROJECT 2008-18 PUBLIC SAFETY ADDITION/CITY HALL RENOVATION

Meeting Date: June 13, 2011
Item Type: Regular
Contact: JTeppen, Asst City Admin
Prepared by:
Reviewed by:

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

PURPOSE/ACTION REQUESTED Consider awarding the bid for the AV Multimedia equipment for the City Council Chambers in the Public Safety Addition/City Hall Renovation.

SUMMARY As the Council will recall the majority of the technology package was awarded prior to the completion of Phase 1 of this project. The only piece left outstanding was the AV package in the City Council Chambers. We waited to do this last piece to ensure that the broadcast equipment would be current and up-to-date with the actual construction timeframe.

On May 9th the City Council authorized advertisement for sealed bids for that AV package and two bidders responded.

Dascom Systems Group is the apparent low bidder at \$110,810. Tierney Brothers' bid was \$118,330.35.

Staff, Architect and Elert (the technology consultant on the project) recommends awarding the bid for AV Multimedia Equipment to Dascom System Group for \$110,810. We have \$185,617 remaining in the budget for AV equipment. A contract (including a project labor agreement) will be negotiated with the vendors and brought back to the Council for approval.

The funds for these contracts don't 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.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

APPROVE CONTRACT FOR AV MULTIMEDIA EQUIPMENT FOR THE CITY COUNCIL CHAMBERS IN THE PUBLIC SAFETY ADDITION/CITY HALL RENOVATION

Meeting Date: June 13, 2011
Item Type: Regular
Contact: JTeppen, Asst City Admin
Prepared by:
Reviewed by:

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

PURPOSE/ACTION REQUESTED Consider approval of the contract for the cabling AV Multimedia equipment for the City Council Chambers in the Public Safety Addition/City Hall Renovation.

SUMMARY The vendor has submitted their contract for approval following the bid opening and notification that the Council would be considering awarding the bid..

This contract essentially mirrors the previous contract Dascom for the work in Phase 1. Dascom has submitted the required bonds and signed project labor agreement.

Staff recommends Council approve the contract.