

INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, AUGUST 22, 2011
8150 BARBARA AVENUE
7:30 P.M.

1. CALL TO ORDER

2. ROLL CALL

3. PRESENTATIONS:

A. Recognize Retirement of Evelyn Duchene from the Inver Grove Heights Police Department

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 – August 8, 2011 Regular Council Meeting _____

B. Resolution Approving Disbursements for Period Ending August 17, 2011 _____

C. Final Compensating Change Order, Final Pay Voucher No. 8 and Resolution Accepting Work for City Project No. 2009–24, Rock Island Swing Bridge Project _____

D. Final Compensating Change Order No. 1, Final Pay Voucher No. 4, Final Report, and Resolution Accepting Work for Re–roof of City Hall _____

E. Pay Voucher No. 1 for City Project No. 2010–09I, Blaine Avenue Mill and Repave _____

F. Pay Voucher No. 1 for City Project No. 2011–09A, Cracksealing _____

G. Pay Voucher No. 1 for City Project No. 2011–09B, Sealcoating _____

H. Change Order No. 2 and Pay Voucher No. 2 for City Project No. 2011–09D, South Grove Urban Street Reconstruction – Area 6 _____

I. Approve Easement Encroachment Agreement for Property at 7239 Baldwin Ave. _____

J. Acceptance of Quotes and Award of Contracts for the 2011 Storm Water Facility Maintenance Program _____

K. Resolution Authorizing Staff to Enter the 2012 Fuel Consortium Purchase Program as Managed by the State of Minnesota _____

L. Approve an Amendment to the 2011 Joint Powers Agreement with Dakota County SWCD for Services provided on City Project No. 2011–09D – South Grove Area 6 _____

M. Cultural Interpretation Planning Framework with Dakota County Historical Society _____

N. Approve Resolution to release Various Conditional Use Permits and Variances Recorded against property located at 3747 117TH Street _____

- O. Approve Limited Hunting of Canada Geese within the City _____
- P. Approve Charitable Gambling Premises Permit Application – IGH Soccer Assoc. _____
- Q. Approve Resolution Authorizing Execution of the Joint Traffic Safety Project Grant _____
- R. Approve Temporary Liquor License Extension for Drkula’s “32” Bowl for Events in
Conjunction with Inver Grove Heights Days _____
- S. Approve Resolution Making an Election Not to Waive Statutory Tort Limits _____
- T. Personnel Actions _____

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

6. **PUBLIC HEARINGS:**

7. **REGULAR AGENDA:**

COMMUNITY DEVELOPMENT:

- A. **PAUL MASON, LLC**; Consider a Resolution and related Improvement Documents relating to a **Conditional Use Permit** to Allow Outdoor Vehicle and Material Storage for the property located at 11278 Rich Valley Blvd. _____
- B. **GREG GROVER**; Consider a Resolution related to a **Variance** to Allow a Fence to Exceed the Maximum Height of Seven (7) Feet in a Residential Area for property located at 5975 Concord Boulevard _____

ADMINISTRATION:

- C. **CITY OF INVER GROVE HEIGHTS**; Consider Change Order No. 26 for City Project No. 2008–18, Public Safety Addition/City Hall Renovation Project _____
- D. **CITY OF INVER GROVE HEIGHTS**; Consider Third Reading of an Ordinance Amending City Code Title 1, Chapter 5, Section 1 – Meetings _____
- E. **CITY OF INVER GROVE HEIGHTS**; Consider First Reading of an Ordinance Amending City Code Title 5, Chapter 9, Section 5–9–4–D–2–b regarding the definition of Parklands _____

8. **MAYOR AND COUNCIL COMMENTS:**

9. **EXECUTIVE SESSION:**

- A. Discuss Property Acquisition at 4465 66th St. for Trail Purposes

10. **ADJOURN:**

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, AUGUST 8, 2011 - 8150 BARBARA AVENUE**

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, August 8, 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, Public Works Director Thureen, Parks and Recreation Director Carlson, and Community Development Director Link.

3. PRESENTATIONS: None.

4. CONSENT AGENDA:

Councilmember Piekarski Krech removed Item 4C, Pay Voucher No. 26 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation Project, from the Consent Agenda.

Councilmember Grannis removed Item 4E, Cooperative Construction Agreement between Mn/DOT and the City of Inver Grove Heights for the T.H. 3 Turn Lanes at Autumn Way in Argenta Hills 2nd Addition, City Project No. 2010-41 and Item 4F, Grant Easements for T.H. 3 Turn Lanes at Autumn Way for City Project No. 2010-41, from the Consent Agenda.

- A. Minutes – July 25, 2011 Regular Council Meeting
- B. **Resolution No. 11-132** Approving Disbursements for Period Ending August 3, 2011
- D. Final Compensating Change Order No. 3, Final Pay Voucher No. 3, Engineer's Report of Acceptance and **Resolution No. 11-133** Accepting Work for City Project No. 2010-12, 59th Street East Street Improvements
- G. **Resolution No. 11-136** Calling for Hearing on Proposed Assessments and **Resolution No. 11-137** Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for 2010 Pavement Management Program – City Project No. 2010-09D, South Grove Street Reconstruction (Area 5)
- H. **Resolution No. 11-138** Accepting Proposal from Emmons and Olivier Resources, Inc. (EOR) for Design and Construction Observation Services
- I. Approve Nexterra Wireless, LLC Lease
- J. Approve Driving Diversion Program Services Agreement
- K. Personnel Actions

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

Ayes: 5

Nays: 0 Motion carried.

- C. Pay Voucher No. 26 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation Project

Councilmember Piekarski Krech expressed concern that the City would be left with no recourse to recoup money for the items identified for negotiation with the contractor because the project is close to being finished and the contractor continues to get paid.

Mayor Tourville stated the City is obligated to pay the contractor so there is no breach of contract. He opined the City would still have recourse against the contractor at the end of the project.

Motion by Klein, second by Madden, to approve Pay Voucher No. 26 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation Project

Ayes: 4

Nays: 1 (Piekarski Krech) Motion carried.

- E. Cooperative Construction Agreement between Mn/DOT and the City of Inver Grove Heights for the T.H. 3 Turn Lanes at Autumn Way in Argenta Hills 2nd Addition, City Project No. 2010-41**

Councilmember Grannis stated he pulled the item because under the development agreement the developer is responsible for all costs associated with the turn lane. He opined that the City should not be making an agreement to get more public assistance to help fund the development.

Mr. Thureen explained if the agreement was approved it would expand the scope beyond the turn lanes.

Councilmember Grannis clarified that this would be something in addition to what the developer is supposed to do.

Mr. Thureen responded in the affirmative.

Motion by Klein, second by Madden, to adopt Resolution No. 11-134 approving a Cooperative Construction Agreement between Mn/DOT and the City of Inver Grove Heights for the T.H. 3 Turn Lanes at Autumn Way in Argenta Hills 2nd Addition, City Project No. 2010-41

Ayes: 5

Nays: 0 Motion carried.

- F. Grant Easements for T.H. 3 Turn Lanes at Autumn Way – City Project No. 2010-41**

Councilmember Grannis opined that \$5,000 was not enough money for the easement.

Councilmember Madden asked if the amount was determined by an appraisal.

Mr. Thureen confirmed that the amount was determined by an appraisal done by Metzen Appraisals.

Mayor Tourville clarified that the turn lanes are being done for safety not for convenience.

Councilmember Grannis stated he does not dispute the need for the turn lanes, he disagrees with the amount being paid for the easement.

Motion by Madden, second by Klein, to adopt Resolution No. 11-135 Granting Easements for T.H. 3 Turn Lanes at Autumn Way, City Project No. 2010-41

Ayes: 4

Nays: 1 (Grannis) Motion carried.

5. PUBLIC COMMENT:

Laura Vaughn, 77th Street, asked the council to consider allowing chickens to be kept as pets in zoning districts where it currently is not allowed.

Councilmember Madden asked how many chickens Ms. Vaughn want to keep.

Ms. Vaughn stated she would like to keep four chickens.

Mayor Tourville asked Ms. Vaughn to put her request in writing and submit it to the City Administrator.

Mr. Lynch indicated he received a written request and advised that the item would be put on a future work session agenda for discussion.

6. PUBLIC HEARINGS:

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

- A. BM REAL ESTATE HOLDINGS, LLC;** Consider a Resolution and related Improvement Documents relating to a Conditional Use Permit Amendment to Add an Addition to the Existing Building along with Stormwater Improvements for the property located at 1055 Highway 110

Mr. Link stated the applicant requested a conditional use permit amendment to construct a 26,000 square foot addition and remove a portion of the existing building, for a net increase of approximately 5,000

square feet. The applicant would also re-grade a portion of the parking area and install various stormwater improvements to decrease the amount of runoff on the site. He stated the proposed request met the Conditional Use Permit criteria and noted access to the site would not change. He explained the landscaping requirements had not been met and a revised landscaping plan would be submitted prior to the issuance of a building permit. He advised that the applicant would continue to work with the Engineering Department to finalize stormwater and grading plans. He stated Planning staff and the Planning Commission recommended approval of the request.

Councilmember Grannis asked if Mauer Chevrolet requested tax increment financing assistance.

Mr. Link stated there was preliminary discussion on the topic. He explained that assistance of that type has not been the City's practice in the past. He stated tax increment finances have not been used much in recent years, but have typically been used for larger, new projects not for the expansion of existing businesses.

Councilmember Madden stated he saw an architectural drawing of the planned expansion and commented he was impressed with the project.

Motion by Klein, second by Madden, to adopt Resolution No. 11-139 approving a Conditional Use Permit Amendment to Add an Addition to the Existing Building along with Stormwater Improvements for the property located at 1055 Highway 110

Ayes: 5

Nays: 0 Motion carried.

ADMINISTRATION:

B. CITY OF INVER GROVE HEIGHTS; Consider Second Reading of an Ordinance Amending City Code Title 1, Chapter 5, Section 1 – Meetings

Mr. Lynch stated no changes were made to the proposed ordinance since the first reading. He noted the Council meeting start time would change to 7:00 p.m. at the first meeting in September.

Motion by Klein, second by Grannis, to approve the Second Reading of an Ordinance Amending City Code Title 1, Chapter 5, Section 1 - Meetings

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS:

Councilmember Klein stated a Council work session to discuss the 2012 budget needed to be scheduled for August 22, 2011, immediately following the regular Council meeting.

Motion by Klein, second by Madden, to schedule a Council work session to immediately follow the regular Council meeting on August 22, 2011 to discuss the 2012 budget.

Ayes: 5

Nays: 0 Motion carried.

9. ADJOURN: Motion by Madden, second by Klein, to adjourn. The meeting was adjourned by a unanimous vote at 8:00 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: August 22, 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 August 4, 2011 to August 17, 2011.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending August 17, 2011. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$449,454.08
Debt Service & Capital Projects	1,437,024.13
Enterprise & Internal Service	314,311.02
Escrows	37,868.82
	<hr/>
Grand Total for All Funds	<u><u>\$2,238,658.05</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 August 4, 2011 to August 17, 2011 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING AUGUST 17, 2011**

WHEREAS, a list of disbursements for the period ending August 17, 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	\$449,454.08
Debt Service & Capital Projects	1,437,024.13
Enterprise & Internal Service	314,311.02
Escrows	37,868.82
Grand Total for All Funds	<u><u>\$2,238,658.05</u></u>

Adopted by the City Council of Inver Grove Heights this 22nd day of August, 2011.

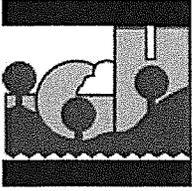
Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk



Expense Approval Report

By Fund

Payment Dates 8/4/2011 - 8/17/2011

Vendor Name	Payment Number	Payable Number	Account Name	Account Number	Amount
Fund: 101 - GENERAL FUND					
EFTPS	DFT0000761	INV0001615	FED INC TAXES W/HELD PAY	101.203.2030200	45,080.02
MN DEPT OF REVENUE	DFT0000762	INV0001616	MN STATE W/H TAX PAYABLE	101.203.2030300	18,522.58
EFTPS	DFT0000764	INV0001618	SOC SEC W/HELD PAYABLE	101.203.2030400	32,417.32
EFTPS	DFT0000763	INV0001617	MEDICARE W/HELD PAYABLE	101.203.2030500	11,957.98
PERA	DFT0000750	INV0001597	PERA WITHHELD PAYABLE	101.203.2030600	2,431.15
PERA	DFT0000751	INV0001600	PERA WITHHELD PAYABLE	101.203.2030600	32,068.52
PERA	DFT0000752	INV0001601	PERA WITHHELD PAYABLE	101.203.2030600	15,194.30
PERA	DFT0000753	INV0001602	PERA WITHHELD PAYABLE	101.203.2030600	44.23
PERA	DFT0000754	INV0001603	PERA WITHHELD PAYABLE	101.203.2030600	44.23
PERA	DFT0000755	INV0001605	PERA WITHHELD PAYABLE	101.203.2030600	14,609.41
PERA	DFT0000756	INV0001606	PERA WITHHELD PAYABLE	101.203.2030600	9,739.65
IUOE	107960	INV0001611	UNION DUES DEDUCT PAYABLE	101.203.2031000	1,499.70
LELS	107961	INV0001612	UNION DUES DEDUCT PAYABLE	101.203.2031000	1,125.00
LELS SERGEANTS	107962	INV0001613	UNION DUES DEDUCT PAYABLE	101.203.2031000	210.00
UNITED WAY	107965	INV0001614	UNITED WAY DEDUCT PAYABLE	101.203.2031300	230.00
ICMA RETIREMENT TRUST - 457	DFT0000716	INV0001563	DEF COMP DEDUCT PAYABLE	101.203.2031400	135.00
ICMA RETIREMENT TRUST - 457	DFT0000717	INV0001564	DEF COMP DEDUCT PAYABLE	101.203.2031400	298.70
ICMA RETIREMENT TRUST - 457	DFT0000718	INV0001565	DEF COMP DEDUCT PAYABLE	101.203.2031400	75.00
ICMA RETIREMENT TRUST - 457	DFT0000719	INV0001566	DEF COMP DEDUCT PAYABLE	101.203.2031400	468.80
ICMA RETIREMENT TRUST - 457	DFT0000720	INV0001567	DEF COMP DEDUCT PAYABLE	101.203.2031400	175.00
ICMA RETIREMENT TRUST - 457	DFT0000721	INV0001568	DEF COMP DEDUCT PAYABLE	101.203.2031400	149.35
ICMA RETIREMENT TRUST - 457	DFT0000722	INV0001569	DEF COMP DEDUCT PAYABLE	101.203.2031400	847.86
ICMA RETIREMENT TRUST - 457	DFT0000723	INV0001570	DEF COMP DEDUCT PAYABLE	101.203.2031400	123.97
ICMA RETIREMENT TRUST - 457	DFT0000724	INV0001571	DEF COMP DEDUCT PAYABLE	101.203.2031400	100.00
ICMA RETIREMENT TRUST - 457	DFT0000725	INV0001572	DEF COMP DEDUCT PAYABLE	101.203.2031400	554.21
ICMA RETIREMENT TRUST - 457	DFT0000726	INV0001573	DEF COMP DEDUCT PAYABLE	101.203.2031400	75.00
ICMA RETIREMENT TRUST - 457	DFT0000727	INV0001574	DEF COMP DEDUCT PAYABLE	101.203.2031400	163.28
ICMA RETIREMENT TRUST - 457	DFT0000728	INV0001575	DEF COMP DEDUCT PAYABLE	101.203.2031400	850.00
ICMA RETIREMENT TRUST - 457	DFT0000729	INV0001576	DEF COMP DEDUCT PAYABLE	101.203.2031400	532.92
ICMA RETIREMENT TRUST - 457	DFT0000730	INV0001577	DEF COMP DEDUCT PAYABLE	101.203.2031400	40.00
ICMA RETIREMENT TRUST - 457	DFT0000731	INV0001578	DEF COMP DEDUCT PAYABLE	101.203.2031400	232.31
ICMA RETIREMENT TRUST - 457	DFT0000732	INV0001579	DEF COMP DEDUCT PAYABLE	101.203.2031400	700.00
ICMA RETIREMENT TRUST - 457	DFT0000733	INV0001580	DEF COMP DEDUCT PAYABLE	101.203.2031400	299.16
ICMA RETIREMENT TRUST - 457	DFT0000734	INV0001581	DEF COMP DEDUCT PAYABLE	101.203.2031400	450.00
ICMA RETIREMENT TRUST - 457	DFT0000735	INV0001582	DEF COMP DEDUCT PAYABLE	101.203.2031400	151.02
ICMA RETIREMENT TRUST - 457	DFT0000736	INV0001583	DEF COMP DEDUCT PAYABLE	101.203.2031400	100.00
ICMA RETIREMENT TRUST - 457	DFT0000737	INV0001584	DEF COMP DEDUCT PAYABLE	101.203.2031400	34.79
ICMA RETIREMENT TRUST - 457	DFT0000738	INV0001585	DEF COMP DEDUCT PAYABLE	101.203.2031400	400.00
ICMA RETIREMENT TRUST - 457	DFT0000739	INV0001586	DEF COMP DEDUCT PAYABLE	101.203.2031400	255.85
ICMA RETIREMENT TRUST - 457	DFT0000740	INV0001587	DEF COMP DEDUCT PAYABLE	101.203.2031400	425.00
ICMA RETIREMENT TRUST - 457	DFT0000741	INV0001588	DEF COMP DEDUCT PAYABLE	101.203.2031400	92.92
ICMA RETIREMENT TRUST - 457	DFT0000742	INV0001589	DEF COMP DEDUCT PAYABLE	101.203.2031400	150.00
ICMA RETIREMENT TRUST - 457	DFT0000743	INV0001590	DEF COMP DEDUCT PAYABLE	101.203.2031400	242.34
ICMA RETIREMENT TRUST - 457	DFT0000744	INV0001591	DEF COMP DEDUCT PAYABLE	101.203.2031400	50.00
ICMA RETIREMENT TRUST - 457	DFT0000745	INV0001592	DEF COMP DEDUCT PAYABLE	101.203.2031400	589.27
ICMA RETIREMENT TRUST - 457	DFT0000746	INV0001593	DEF COMP DEDUCT PAYABLE	101.203.2031400	872.63
ICMA RETIREMENT TRUST - 457	DFT0000747	INV0001594	DEF COMP DEDUCT PAYABLE	101.203.2031400	75.77
ICMA RETIREMENT TRUST - 457	DFT0000748	INV0001595	DEF COMP DEDUCT PAYABLE	101.203.2031400	4,806.29
ICMA RETIREMENT TRUST - 457	DFT0000749	INV0001596	DEF COMP DEDUCT PAYABLE	101.203.2031400	70.11
MN NCPERS LIFE INSURANCE	107964	INV0001604	PERA INSURANCE PAYABLE	101.203.2031600	384.00
VANDERHEYDEN LAW OFFICE, P.A.	107967	INV0001561	MISC PAYROLL DEDUCTIONS	101.203.2031900	386.11
UNIVERSITY NATIONAL BANK	107966	INV0001598	MISC PAYROLL DEDUCTIONS	101.203.2031900	438.03
MESSERLI & KRAMER, P.A.	107963	INV0001599	MISC PAYROLL DEDUCTIONS	101.203.2031900	352.71

Expense Approval Report

Payment Dates: 8/4/2011 - 8/17/2011

Vendor Name	Payment Number	Payable Number	Account Name	Account Number	Amount
ICMA RETIREMENT TRUST - 457	DFT0000757	INV0001607	ROTH IRA DEDUCTION PAYABL	101.203.2032400	432.70
ICMA RETIREMENT TRUST - 457	DFT0000758	INV0001608	ROTH IRA DEDUCTION PAYABL	101.203.2032400	192.31
OPTUMHEALTH FINANCIAL SERVICES	DFT0000759	INV0001609	HSA ELECTION	101.203.2032500	2,108.60
OPTUMHEALTH FINANCIAL SERVICES	DFT0000760	INV0001610	HSA ELECTION	101.203.2032500	3,054.84
SOUTH ST PAUL, CITY OF	108061	7/6/11	SO. ST. PAUL STREET LIGHT	101.207.2070900	29.70
METROPOLITAN COUNCIL ENVIRON	108023	7/11-01	OTHER GEN GOV/CHARGES-SER	101.41.0000.3414000	(111.50)
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11	CORP. CITY COUNCIL MTGS	101.41.1000.413.30401	480.00
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11	CORPORATE	101.41.1000.413.30420	25,803.89
AT & T MOBILITY	107806	287237771092X07122011	TELEPHONE	101.41.1000.413.50020	72.50
TURRITTO'S PIZZA	107807	8/8/11	MEALS AND LODGING	101.41.1000.413.50075	83.22
INVER HILLS COMMUNITY COLLEGE	107895	8/2/11	PERSONNEL SERVICES	101.41.1100.413.30500	427.50
OPTUMHEALTH FINANCIAL SERVICES	108041	144828	FLEX/COMP ACCOUNT FEE	101.41.1100.413.30550	23.60
TIMESAVER OFF SITE SECRETARIAL IN	107937	M18510	OTHER PROFESSIONAL SERVICES	101.41.1100.413.30700	445.50
TIMESAVER OFF SITE SECRETARIAL IN	107937	M18531	OTHER PROFESSIONAL SERVICES	101.41.1100.413.30700	141.00
AT & T MOBILITY	107806	287237771092X07122011	TELEPHONE	101.41.1100.413.50020	42.92
US POSTMASTER	108070	8/15/11	PRINT. & BIND. INSIGHTS	101.41.1100.413.50032	1,959.90
LYNCH, JOE	108014	7/20/11	DUES, LICENSES & SUBSCRIPTIONS	101.41.1100.413.50070	17.54
OPTUMHEALTH FINANCIAL SERVICES	108041	144828	FLEX/COMP ACCOUNT FEE	101.41.2000.415.30550	28.91
GOVERNMENT FINANCE OFFICERS A'	107876	01494825	DUES, LICENSES & SUBSCRIPTIONS	101.41.2000.415.50070	50.00
LEVANDER, GILLEN & MILLER P.A.	108008	6/30/11-02	PROSECUTION	101.42.4000.421.30410	5,531.91
LEVANDER, GILLEN & MILLER P.A.	108008	6/30/11-02	PROSECUTION	101.42.4000.421.30410	7,487.74
LEVANDER, GILLEN & MILLER P.A.	108008	6/30/11-02	PROSECUTION	101.42.4000.421.30410	561.00
LEVANDER, GILLEN & MILLER P.A.	108008	6/30/11-02	PROSECUTION	101.42.4000.421.30410	239.00
LEVANDER, GILLEN & MILLER P.A.	108008	6/30/11-02	PROSECUTION	101.42.4000.421.30410	2,365.80
LEVANDER, GILLEN & MILLER P.A.	108008	6/30/11-02	PROSECUTION	101.42.4000.421.30410	1,861.00
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11-02	PROSECUTION	101.42.4000.421.30410	6,962.00
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11-02	PROSECUTION	101.42.4000.421.30410	11,686.02
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11-02	PROSECUTION	101.42.4000.421.30410	2,304.00
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11-02	PROSECUTION	101.42.4000.421.30410	542.00
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11-02	PROSECUTION	101.42.4000.421.30410	10,295.51
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11-02	PROSECUTION	101.42.4000.421.30410	3,446.80
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11	CORPORATE	101.42.4000.421.30420	16.00
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11	CORPORATE	101.42.4000.421.30420	212.00
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11	CORPORATE	101.42.4000.421.30420	776.00
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11	CORPORATE	101.42.4000.421.30420	920.00
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11	CORPORATE	101.42.4000.421.30420	220.00
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11	CORPORATE	101.42.4000.421.30420	88.80
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11	CORPORATE	101.42.4000.421.30420	24.00
OPTUMHEALTH FINANCIAL SERVICES	108041	144828	FLEX/COMP ACCOUNT FEE	101.42.4000.421.30550	90.40
XCEL ENERGY	107953	379516145	REPAIR & MAINT.-EQUIPMENT	101.42.4000.421.40042	11.12
XCEL ENERGY	107953	379516192	REPAIR & MAINT.-EQUIPMENT	101.42.4000.421.40042	8.15
XCEL ENERGY	107953	379516429	REPAIR & MAINT.-EQUIPMENT	101.42.4000.421.40042	10.37
XCEL ENERGY	107953	379516433	REPAIR & MAINT.-EQUIPMENT	101.42.4000.421.40042	11.12
SPRINT	107926	266948529-087	TELEPHONE	101.42.4000.421.50020	799.63
LANGUAGE LINE SERVICES	108007	2791212	TELEPHONE	101.42.4000.421.50020	6.46
USA MOBILITY WIRELESS INC	108071	U0317409H	TELEPHONE	101.42.4000.421.50020	39.90
COPY RIGHT	107844	51892	PRINTING & BINDING	101.42.4000.421.50030	306.15
COPY RIGHT	107844	51894	PRINTING & BINDING	101.42.4000.421.50030	72.76
STREICHER'S	107931	1853970	SUPPLIES-TRAINING	101.42.4000.421.60018	661.11
S & T OFFICE PRODUCTS	108057	7/31/11	SM TOOLS & MISC EQUIPMENT	101.42.4000.421.60040	14.65
ENTENMANN-ROVIN CO.	107869	0073115-IN	UNIFORMS & CLOTHING	101.42.4000.421.60045	87.84
UNIFORMS UNLIMITED	107944	84627	UNIFORMS & CLOTHING	101.42.4000.421.60045	150.51
UNIFORMS UNLIMITED	108067	85324	UNIFORMS & CLOTHING	101.42.4000.421.60045	203.95
UNIFORMS UNLIMITED	108067	85913	UNIFORMS & CLOTHING	101.42.4000.421.60045	74.08
UNIFORMS UNLIMITED	108067	85992	UNIFORMS & CLOTHING	101.42.4000.421.60045	56.15
UNIFORMS UNLIMITED	108067	86097	UNIFORMS & CLOTHING	101.42.4000.421.60045	26.80
ACE PAINT & HARDWARE	107812	506286/5	SUPPLIES - OTHER	101.42.4000.421.60065	32.05
ACE PAINT & HARDWARE	107812	506552/5	SUPPLIES - OTHER	101.42.4000.421.60065	21.35
DAKOTA CTY FINANCIAL SVCS	107848	8/1/11	LEASE PAYMENTS	101.42.4000.421.70300	19,526.00
SOUTH ST PAUL ANIMAL HOSPITAL	108060	8/15/11	OTHER MISCELLANEOUS	101.42.4000.421.70600	1,806.59

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Vendor Name	Payment Number	Payable Number	Account Name	Account Number	Amount
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11	CORPORATE	101.42.4200.423.30420	168.00
TERRI KENISON	108062	7/11	OTHER PROFESSIONAL SERVICES	101.42.4200.423.30700	908.44
COORDINATED BUSINESS SYSTEMS	107985	CNIN076197	OTHER PROFESSIONAL SERVICES	101.42.4200.423.30700	248.10
XCEL ENERGY	107953	191929069	GAS UTILITY SERVICES	101.42.4200.423.40010	82.94
XCEL ENERGY	107953	191929415	GAS UTILITY SERVICES	101.42.4200.423.40010	101.57
XCEL ENERGY	108078	193961679	GAS UTILITY SERVICES	101.42.4200.423.40010	75.64
XCEL ENERGY	108078	193962696	GAS UTILITY SERVICES	101.42.4200.423.40010	72.86
XCEL ENERGY	107953	3790003828	GAS UTILITY SERVICES	101.42.4200.423.40010	18.60
XCEL ENERGY	107953	379003815	GAS UTILITY SERVICES	101.42.4200.423.40010	2.99
XCEL ENERGY	108078	383075538	GAS UTILITY SERVICES	101.42.4200.423.40010	2.99
XCEL ENERGY	108078	383075550	GAS UTILITY SERVICES	101.42.4200.423.40010	18.25
XCEL ENERGY	107953	379003841	ELECTRIC UTILITY SERVICES	101.42.4200.423.40020	827.07
XCEL ENERGY	107953	379004778	ELECTRIC UTILITY SERVICES	101.42.4200.423.40020	571.01
XCEL ENERGY	108078	383074008	ELECTRIC UTILITY SERVICES	101.42.4200.423.40020	675.96
XCEL ENERGY	108078	383075560	ELECTRIC UTILITY SERVICES	101.42.4200.423.40020	913.82
ASSOCIATED MECHANICAL CONTRAC	107973	34161	REPAIR & MAINT-BUILDINGS	101.42.4200.423.40040	600.00
JOHNSTON, MARK	107900	7/23/11	REPAIR & MAINT-BUILDINGS	101.42.4200.423.40040	12.90
PRESTIGE ELECTRIC, INC.	108048	85222	REPAIR & MAINT-BUILDINGS	101.42.4200.423.40040	3,075.00
CLAREY'S SAFETY EQUIPMENT	107983	140139	REPAIR & MAINT.-EQUIPMENT	101.42.4200.423.40042	205.19
INFINITY WIRELESS	108005	30022	REPAIR & MAINT.-EQUIPMENT	101.42.4200.423.40042	105.00
NFPA	108037	8/2/11	DUES, LICENSES & SUBSCRIPTIONS	101.42.4200.423.50070	150.00
THILL, JUDY	108064	7/19/11	MEALS AND LODGING	101.42.4200.423.50075	10.78
TEWALT, CHRISTOPHER	108063	8/7/11	MEALS AND LODGING	101.42.4200.423.50075	102.52
ASPEN MILLS	107819	110811	UNIFORMS & CLOTHING	101.42.4200.423.60045	29.95
FIRE SAFETY USA	107998	46143	SUPPLIES - OTHER	101.42.4200.423.60065	104.00
HEAGLE, SKIP	107882	7/25/11	SUPPLIES - OTHER	101.42.4200.423.60065	21.39
BERGUM, ERIC	107823	7/27/11	SUPPLIES - OTHER	101.42.4200.423.60065	107.11
CULLIGAN	107986	7/31/11	SUPPLIES - OTHER	101.42.4200.423.60065	47.50
CULLIGAN	107986	7/31/11-02	SUPPLIES - OTHER	101.42.4200.423.60065	41.25
MOORE MEDICAL LLC	108031	81623093 ei	SUPPLIES - OTHER	101.42.4200.423.60065	245.06
MOORE MEDICAL LLC	108031	81627946	SUPPLIES - OTHER	101.42.4200.423.60065	(26.38)
MOORE MEDICAL LLC	108031	96872516 RI	SUPPLIES - OTHER	101.42.4200.423.60065	26.38
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11	CORPORATE	101.43.5000.441.30420	7,339.40
OPTUMHEALTH FINANCIAL SERVICES	108041	144828	FLEX/COMP ACCOUNT FEE	101.43.5000.441.30550	6.65
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11	CORPORATE	101.43.5100.442.30420	260.29
OPTUMHEALTH FINANCIAL SERVICES	108041	144828	FLEX/COMP ACCOUNT FEE	101.43.5100.442.30550	28.75
DAKOTA CTY PROP TAXATION & REC	107849	10852	OTHER PROFESSIONAL SERVICES	101.43.5100.442.30700	52.72
DAKOTA CTY TREASURER-AUDITOR (107851	2011-LIDAR	OTHER PROFESSIONAL SERVICES	101.43.5100.442.30700	2,360.00
XCEL ENERGY	107953	381526914	ELECTRIC UTILITY SERVICES	101.43.5200.443.40020	289.05
XCEL ENERGY	107953	382341148	ELECTRIC UTILITY SERVICES	101.43.5200.443.40020	152.64
XCEL ENERGY	107953	382371201	ELECTRIC UTILITY SERVICES	101.43.5200.443.40020	164.93
RCM SPECIALTIES, INC.	108053	1401	REPAIR & MAINT.-ROAD	101.43.5200.443.40046	7,912.00
DIAMOND MOWERS INC	107861	56979	RENTAL OF EQUIPMENT	101.43.5200.443.40050	3,142.13
M & J SERVICES, LLC	108015	71	STORM WATER	101.43.5200.443.40066	1,610.00
M & J SERVICES, LLC	108015	72	STORM WATER	101.43.5200.443.40066	200.00
M & J SERVICES, LLC	108015	73	STORM WATER	101.43.5200.443.40066	1,170.00
M & J SERVICES, LLC	108015	74	STORM WATER	101.43.5200.443.40066	1,420.00
M & J SERVICES, LLC	108015	75	STORM WATER	101.43.5200.443.40066	1,880.00
M & J SERVICES, LLC	108015	76	STORM WATER	101.43.5200.443.40066	675.00
CITY OF SAINT PAUL	107982	1119370	SUPPLIES - MAINTENANCE	101.43.5200.443.60016	1,771.20
GERTENS	107873	230620	SUPPLIES - MAINTENANCE	101.43.5200.443.60016	189.31
GERTENS	107873	230716	SUPPLIES - MAINTENANCE	101.43.5200.443.60016	22.96
GERTENS	107873	231062	SUPPLIES - MAINTENANCE	101.43.5200.443.60016	22.96
SHERWIN-WILLIAMS	107923	3291-9	SUPPLIES - MAINTENANCE	101.43.5200.443.60016	121.36
ACE PAINT & HARDWARE	107812	507911/5	SUPPLIES - MAINTENANCE	101.43.5200.443.60016	10.73
ACE PAINT & HARDWARE	107971	508122/5	SUPPLIES - MAINTENANCE	101.43.5200.443.60016	33.11
DANNER INC	107858	51150	SUPPLIES - MAINTENANCE	101.43.5200.443.60016	60.00
C.J. SPRAY, INC.	107830	569189	SUPPLIES - MAINTENANCE	101.43.5200.443.60016	139.37
TRACTOR SUPPLY CREDIT PLAN	108065	7/19/11	SUPPLIES - MAINTENANCE	101.43.5200.443.60016	38.54
TRACTOR SUPPLY CREDIT PLAN	108065	7/21/11	SUPPLIES - MAINTENANCE	101.43.5200.443.60016	17.00

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TRACTOR SUPPLY CREDIT PLAN	108065	7/25/11	SUPPLIES - MAINTENANCE	101.43.5200.443.60016	5.36
TRACTOR SUPPLY CREDIT PLAN	108065	7/28/11	SUPPLIES - MAINTENANCE	101.43.5200.443.60016	9.64
TRACTOR SUPPLY CREDIT PLAN	108065	7/28/11-02	SUPPLIES - MAINTENANCE	101.43.5200.443.60016	85.69
TRACTOR SUPPLY CREDIT PLAN	108065	7/6/11	SUPPLIES - MAINTENANCE	101.43.5200.443.60016	85.69
DANNER LANDSCAPING	107859	8147	SUPPLIES - MAINTENANCE	101.43.5200.443.60016	12.83
DANNER LANDSCAPING	107859	8160	SUPPLIES - MAINTENANCE	101.43.5200.443.60016	9.08
SHERWIN-WILLIAMS	107923	8379-9	SUPPLIES - MAINTENANCE	101.43.5200.443.60016	121.36
GERTEN'S LANDSCAPING	107795	9388-01	SUPPLIES - MAINTENANCE	101.43.5200.443.60016	218.54
GRAINGER	107877	9593512787	SUPPLIES - MAINTENANCE	101.43.5200.443.60016	1,223.98
GRAINGER	107877	9595044240	SUPPLIES - MAINTENANCE	101.43.5200.443.60016	221.94
GRAINGER	107877	9595312787	SUPPLIES - MAINTENANCE	101.43.5200.443.60016	26.80
GRAINGER	107877	9595312795	SUPPLIES - MAINTENANCE	101.43.5200.443.60016	142.26
GRAINGER	107877	95955382187	SUPPLIES - MAINTENANCE	101.43.5200.443.60016	81.85
CAT-PERSONAL SAFETY TRAINING	107834	11268	UNIFORMS & CLOTHING	101.43.5200.443.60045	218.99
ARAMARK UNIFORM SERVICES	107816	629-7292011	UNIFORMS & CLOTHING	101.43.5200.443.60045	12.86
ARAMARK UNIFORM SERVICES	107816	629-7296761	UNIFORMS & CLOTHING	101.43.5200.443.60045	12.86
DAKOTA CTY PROP TAXATION & REC.	107803	7/31/11	LAND	101.43.5200.443.80100	206.04
XCEL ENERGY	107953	378266275	ELECTRIC UTILITY SERVICES	101.43.5400.445.40020	82.38
XCEL ENERGY	107953	381467845	ELECTRIC UTILITY SERVICES	101.43.5400.445.40020	75.39
XCEL ENERGY	107953	381513909	ELECTRIC UTILITY SERVICES	101.43.5400.445.40020	36.28
XCEL ENERGY	107953	381715707	ELECTRIC UTILITY SERVICES	101.43.5400.445.40020	41.31
XCEL ENERGY	108078	382741351	ELECTRIC UTILITY SERVICES	101.43.5400.445.40020	19.36
XCEL ENERGY	108078	382773132	ELECTRIC UTILITY SERVICES	101.43.5400.445.40020	9.97
DAKOTA ELECTRIC ASSN	107992	7/28/11	ELECTRIC UTILITY SERVICES	101.43.5400.445.40020	76.30
DAKOTA ELECTRIC ASSN	107855	7/28/11-07	ELECTRIC UTILITY SERVICES	101.43.5400.445.40020	147.31
DAKOTA ELECTRIC ASSN	107991	8/4/11	ELECTRIC UTILITY SERVICES	101.43.5400.445.40020	1,156.33
DAKOTA CTY TREASURER	107850	8461	ELECTRIC UTILITY SERVICES	101.43.5400.445.40020	478.45
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11	CORPORATE	101.44.6000.451.30420	2,622.40
OPTUMHEALTH FINANCIAL SERVICES	108041	144828	FLEX/COMP ACCOUNT FEE	101.44.6000.451.30550	5.03
HANCE UTILITY SERVICES INC	107879	17894	OTHER PROFESSIONAL SERVICES	101.44.6000.451.30700	208.25
XCEL ENERGY	107953	192134641	GAS UTILITY SERVICES	101.44.6000.451.40010	26.72
XCEL ENERGY	107953	192135489	GAS UTILITY SERVICES	101.44.6000.451.40010	26.72
XCEL ENERGY	107953	192135521	GAS UTILITY SERVICES	101.44.6000.451.40010	26.72
XCEL ENERGY	107953	192135615	GAS UTILITY SERVICES	101.44.6000.451.40010	29.47
XCEL ENERGY	107953	192135943	GAS UTILITY SERVICES	101.44.6000.451.40010	26.72
XCEL ENERGY	107953	379373734	ELECTRIC UTILITY SERVICES	101.44.6000.451.40020	100.79
XCEL ENERGY	107953	379373778	ELECTRIC UTILITY SERVICES	101.44.6000.451.40020	10.19
XCEL ENERGY	107953	379374163	ELECTRIC UTILITY SERVICES	101.44.6000.451.40020	756.11
XCEL ENERGY	107953	379374380	ELECTRIC UTILITY SERVICES	101.44.6000.451.40020	62.67
XCEL ENERGY	107953	379375855	ELECTRIC UTILITY SERVICES	101.44.6000.451.40020	47.21
XCEL ENERGY	107953	379375881	ELECTRIC UTILITY SERVICES	101.44.6000.451.40020	28.86
XCEL ENERGY	107953	379375894	ELECTRIC UTILITY SERVICES	101.44.6000.451.40020	23.01
XCEL ENERGY	107953	379375910	ELECTRIC UTILITY SERVICES	101.44.6000.451.40020	22.95
XCEL ENERGY	107953	379375927	ELECTRIC UTILITY SERVICES	101.44.6000.451.40020	7.48
XCEL ENERGY	107953	379375937	ELECTRIC UTILITY SERVICES	101.44.6000.451.40020	11.68
XCEL ENERGY	107953	379375953	ELECTRIC UTILITY SERVICES	101.44.6000.451.40020	233.12
XCEL ENERGY	107953	379377233	ELECTRIC UTILITY SERVICES	101.44.6000.451.40020	130.14
DAKOTA ELECTRIC ASSN	107856	7/28/11-03	ELECTRIC UTILITY SERVICES	101.44.6000.451.40020	600.97
DAKOTA ELECTRIC ASSN	107857	7/28/11-04	ELECTRIC UTILITY SERVICES	101.44.6000.451.40020	4,794.13
DAKOTA ELECTRIC ASSN	107852	7/28/11-05	ELECTRIC UTILITY SERVICES	101.44.6000.451.40020	10.97
DAKOTA ELECTRIC ASSN	107853	7/28/11-06	ELECTRIC UTILITY SERVICES	101.44.6000.451.40020	511.32
GERTENS	107794	214650	REFUSE DISPOSAL	101.44.6000.451.40025	180.00
TOTAL CONSTRUCTION & EQUIP.	107938	50401	REPAIR & MAINT-BUILDINGS	101.44.6000.451.40040	995.85
BLOOMINGTON SECURITY SOLUTION	107825	s76403	REPAIR & MAINT-BUILDINGS	101.44.6000.451.40040	130.67
JUST RITE CONST INC	107903	052033	REPAIR & MAINT-OTHER STRUCTURES	101.44.6000.451.40047	975.00
MTI DISTRIBUTING CO	108033	803236-00	REPAIR & MAINT-OTHER STRUCTURES	101.44.6000.451.40047	1,645.89
LANDSCAPE STRUCTURES, INC	107909	M87834	REPAIR & MAINT-OTHER STRUCTURES	101.44.6000.451.40047	66.48
NATURE CALLS, INC.	108035	15299	OTHER RENTALS	101.44.6000.451.40065	438.75
QWEST	107799	12/13/10	TELEPHONE	101.44.6000.451.50020	41.52
SPRINT	107926	487383319-116	TELEPHONE	101.44.6000.451.50020	404.58

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QWEST	108050	7/22/11	TELEPHONE	101.44.6000.451.50020	41.56
QWEST	108050	7/22/11-02	TELEPHONE	101.44.6000.451.50020	41.56
INT'L SOCIETY OF ARBORICULTURE	107892	7/20/11	DUES, LICENSES & SUBSCRIPTIONS	101.44.6000.451.50070	100.00
TRACTOR SUPPLY CREDIT PLAN	107940	7/26/11	SUPPLIES - SHOP	101.44.6000.451.60012	32.06
VIKING PAINTS, INC.	107951	34872	SUPPLIES - MAINTENANCE	101.44.6000.451.60016	603.25
ACE PAINT & HARDWARE	107812	507964/5	SUPPLIES - MAINTENANCE	101.44.6000.451.60016	18.78
R.N.D. SIGNS	108052	68628	PESTICIDES	101.44.6000.451.60035	5.86
MN GLOVE & SAFETY, INC.	108026	254615	UNIFORMS & CLOTHING	101.44.6000.451.60045	127.95
ARAMARK UNIFORM SERVICES	107816	629-7292011	UNIFORMS & CLOTHING	101.44.6000.451.60045	28.50
ARAMARK UNIFORM SERVICES	107816	629-7296761	UNIFORMS & CLOTHING	101.44.6000.451.60045	29.08
EHLERS AND ASSOCIATES, INC.	107995	343257	FISCAL CONSULTANTS	101.45.3000.419.30150	256.25
OPTUMHEALTH FINANCIAL SERVICES	108041	144828	FLEX/COMP ACCOUNT FEE	101.45.3000.419.30550	13.30
NORTH COUNTRY INTERIORS	108038	574087	OTHER PROFESSIONAL SERVICES	101.45.3000.419.30700	180.00
WIRTH PROPERTIES MANAGEMENT	108075	636	OTHER PROFESSIONAL SERVICES	101.45.3000.419.30700	81.25
WIRTH PROPERTIES MANAGEMENT	108075	637	OTHER PROFESSIONAL SERVICES	101.45.3000.419.30700	113.75
WIRTH PROPERTIES MANAGEMENT	108075	638	OTHER PROFESSIONAL SERVICES	101.45.3000.419.30700	32.50
LINK, THOMAS	107912	6/11-8/11	TRAVEL	101.45.3000.419.50065	74.11
AMERICAN PLANNING ASSOCIATION	107972	057566-1151	DUES, LICENSES & SUBSCRIPTIONS	101.45.3000.419.50070	545.00
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11	CORPORATE	101.45.3200.419.30420	2,013.00
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11	CORPORATE	101.45.3200.419.30420	2,437.20
HOISINGTON KOEGLER GROUP INC.	108002	011-013-2	PLANNING SERVICES	101.45.3200.419.30600	3,661.03
HOISINGTON KOEGLER GROUP INC.	108002	011-013-3	PLANNING SERVICES	101.45.3200.419.30600	1,153.67
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11	CORPORATE	101.45.3300.419.30420	135.47
OPTUMHEALTH FINANCIAL SERVICES	108041	144828	FLEX/COMP ACCOUNT FEE	101.45.3300.419.30550	12.30
IDEAL SYSTEM SOLUTIONS, INC.	108003	25323	OTHER PROFESSIONAL SERVICES	101.45.3300.419.30700	1,700.00
S & T OFFICE PRODUCTS	108057	5/31/11	SM TOOLS & MISC EQUIPMENT	101.45.3300.419.60040	64.73
Fund 101 - GENERAL FUND Total:					390,320.71
Fund: 201 - C.V.B. FUND					
RIVER HEIGHTS CHAMBER OF COMM	108055	1594	OTHER PROFESSIONAL SERVICES	201.44.1600.465.30700	1,592.50
RIVER HEIGHTS CHAMBER OF COMM	108055	1594	OTHER RENTALS	201.44.1600.465.40065	200.00
BENGTSON, NICOLE	107822	JUNE 2011	TRAVEL	201.44.1600.465.50065	37.49
BENGTSON, NICOLE	107822	JUNE 2011	MEALS AND LODGING	201.44.1600.465.50075	14.42
Fund 201 - C.V.B. FUND Total:					1,844.41
Fund: 204 - RECREATION FUND					
RUCKMAR-FREIER, CRYSTAL	107916	7/21/11	SALES TAXES (NON UTIL)	204.207.2070300	3.32
KAUP, ELAINE	107904	7/25/11	SALES TAXES (NON UTIL)	204.207.2070300	1.06
COBB, RACHEL	107839	7/27/11	SALES TAXES (NON UTIL)	204.207.2070300	3.32
ISD #199	107896	8/2/11	SR PROGRAMS COMMUNITY ED	204.227.2271000	3,615.00
INVER GROVE HEIGHTS SENIOR CLUE	107894	8/2/11	SR PROGRAMS COMMUNITY ED	204.227.2271000	1,400.00
DAKOTA CTY FINANCIAL SVCS	107848	0239763531	RECREATION PROGRAM FESS	204.44.0000.3470000	35.00
RUCKMAR-FREIER, CRYSTAL	107916	7/21/11	RECREATION PROGRAM FESS	204.44.0000.3470000	46.68
KAUP, ELAINE	107904	7/25/11	RECREATION PROGRAM FESS	204.44.0000.3470000	14.94
SMITH, NICOLE	107925	7/26/11	RECREATION PROGRAM FESS	204.44.0000.3470000	100.00
COBB, RACHEL	107839	7/27/11	RECREATION PROGRAM FESS	204.44.0000.3470000	46.68
OPTUMHEALTH FINANCIAL SERVICES	108041	144828	FLEX/COMP ACCOUNT FEE	204.44.6100.452.30550	13.09
4 ACE PRODUCTIONS	107790	6/30/11	OTHER PROFESSIONAL SERVICES	204.44.6100.452.30700	375.00
IGH BASEBALL ASSOCIATION	107969	7/18/11	OTHER PROFESSIONAL SERVICES	204.44.6100.452.30700	195.78
MAYER ARTS INC	108020	7/25/11	OTHER PROFESSIONAL SERVICES	204.44.6100.452.30700	1,431.00
SOUNDS GREAT & SPECIAL SOUNDS	107801	7/27/11	OTHER PROFESSIONAL SERVICES	204.44.6100.452.30700	295.00
SWEENEY, JOEL	107934	8/1/11	OTHER PROFESSIONAL SERVICES	204.44.6100.452.30700	250.00
DONAGHY LACROSSE	107862	8/2/11	OTHER PROFESSIONAL SERVICES	204.44.6100.452.30700	304.00
SOUNDS GREAT & SPECIAL SOUNDS	107801	7/27/11	OTHER RENTALS	204.44.6100.452.40065	150.00
FIRST IMPRESSION GROUP, THE	107793	8/4/11	POSTAGE/DELIVERY	204.44.6100.452.50035	1,085.00
SWANK MOTION PICTURE INC	107933	1586074	DUES, LICENSES & SUBSCRIPTIONS	204.44.6100.452.50070	343.07
CITY OF APPLE VALLEY	107836	7/21/11	RECREATION ENTRANCE FEES	204.44.6100.452.50090	88.00
SAM'S CLUB	107920	7/23/11-RECREATION	RECREATION ENTRANCE FEES	204.44.6100.452.50090	9.62
MN SPORTS FEDERATION	108029	7/26/11	RECREATION ENTRANCE FEES	204.44.6100.452.50090	165.00
CROWN TROPHY	107847	14606	RECREATION	204.44.6100.452.60009	85.49
BROADWAY AWARDS	107828	30035	RECREATION	204.44.6100.452.60009	555.75
STAATS	107929	54502	RECREATION	204.44.6100.452.60009	161.44

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Vendor Name	Payment Number	Payable Number	Account Name	Account Number	Amount
SAM'S CLUB	107920	7/23/11-RECREATION	RECREATION	204.44.6100.452.60009	9.78
SAM'S CLUB	107920	7/23/11-RECREATION	RECREATION	204.44.6100.452.60009	8.22
SAM'S CLUB	107920	7/23/11-RECREATION	RECREATION	204.44.6100.452.60009	3.21
JOHNSON, ROB	107899	8/1/11	RECREATION	204.44.6100.452.60009	115.00
STRAND, MIKE	107930	8/1/11	RECREATION	204.44.6100.452.60009	115.00
DAULTON, JOSH	107860	8/1/11	RECREATION	204.44.6100.452.60009	115.00
HOFFMAN, THOMAS	107884	8/1/11	RECREATION	204.44.6100.452.60009	115.00
ST. CROIX VALLEY POPCORN LLC	107928	81119228	RECREATION	204.44.6100.452.60009	34.75
SIGNATURE CONCEPTS	107924	412440	UNIFORMS & CLOTHING	204.44.6100.452.60045	850.38
Fund 204 - RECREATION FUND Total:					12,139.58
Fund: 205 - COMMUNITY CENTER					
WOOG, JANICE	108076	7/28/11	MEMBERSHIPS	205.44.0000.3490100	117.62
JULIA FIELD	107902	7/12/11	LESSONS/TUITION	205.44.0000.3493501	39.00
WARD, JOLLY	107805	7/29/11	TEMPORARY EMPLOYEES	205.44.6200.453.10300	70.76
ERIK WELLMAN	107959	8/12/11	TEMPORARY EMPLOYEES	205.44.6200.453.10300	380.05
OPTUMHEALTH FINANCIAL SERVICES	108041	144828	FLEX/COMP ACCOUNT FEE	205.44.6200.453.30550	5.65
OPTUMHEALTH FINANCIAL SERVICES	108041	144828	FLEX/COMP ACCOUNT FEE	205.44.6200.453.30550	5.65
OPTUMHEALTH FINANCIAL SERVICES	108041	144828	FLEX/COMP ACCOUNT FEE	205.44.6200.453.30550	5.65
OPTUMHEALTH FINANCIAL SERVICES	108041	144828	FLEX/COMP ACCOUNT FEE	205.44.6200.453.30550	28.23
SEA LIFE MINNESOTA LLC	107921	1887	OTHER PROFESSIONAL SERVICES	205.44.6200.453.30700	341.83
VISUAL COMMUNICATIONS	107952	9791	OTHER PROFESSIONAL SERVICES	205.44.6200.453.30700	1,150.00
XCEL ENERGY	107953	191829606	GAS UTILITY SERVICES	205.44.6200.453.40010	2,371.64
XCEL ENERGY	107953	191830317	GAS UTILITY SERVICES	205.44.6200.453.40010	3,998.88
XCEL ENERGY	107953	378778770	ELECTRIC UTILITY SERVICES	205.44.6200.453.40020	14,072.16
XCEL ENERGY	107953	378780513	ELECTRIC UTILITY SERVICES	205.44.6200.453.40020	8,807.60
JOHNSON CONTROLS	107898	1-3458294978	REPAIR & MAINT-BUILDINGS	205.44.6200.453.40040	519.25
R & R SPECIALTIES OF WI, INC.	108051	0047918	REPAIR & MAINT.-EQUIPMENT	205.44.6200.453.40042	52.00
BURROWS REFRIGERATION	107829	4361	REPAIR & MAINT.-EQUIPMENT	205.44.6200.453.40042	244.28
PUSH PEDAL PULL	108049	5000166	REPAIR & MAINT.-EQUIPMENT	205.44.6200.453.40042	175.34
MONEY MAILER OF THE TWIN CITIES	108030	5779	ADVERTISING/PUBLISHED NOTICES	205.44.6200.453.50025	400.00
LILLIE SUBURBAN NEWSPAPERS	107911	7/27/11-02	ADVERTISING/PUBLISHED NOTICES	205.44.6200.453.50025	252.40
FIRST IMPRESSION GROUP, THE	107793	8/4/11	POSTAGE/DELIVERY	205.44.6200.453.50035	1,085.00
ROACH, RICK	108056	7/11	TRAVEL	205.44.6200.453.50065	16.65
CRARY, AMY	107846	7/25/11	TRAVEL	205.44.6200.453.50065	22.52
COMCAST	107841	7/12/11	DUES, LICENSES & SUBSCRIPTIONS	205.44.6200.453.50070	261.64
DRKULAS 32 BOWL	107863	376808	RECREATION ENTRANCE FEES	205.44.6200.453.50090	304.00
SAM'S CLUB	107918	7/23/11-VMCC	SUPPLIES-JANITOR/CLEANING	205.44.6200.453.60011	12.77
APEC	107814	116986	SUPPLIES - MAINTENANCE	205.44.6200.453.60016	190.68
APEC	107814	116994	SUPPLIES - MAINTENANCE	205.44.6200.453.60016	85.03
RECREATION SUPPLY COMPANY	108054	227977	SUPPLIES - MAINTENANCE	205.44.6200.453.60016	129.70
ACE PAINT & HARDWARE	107812	507817/5	SUPPLIES - MAINTENANCE	205.44.6200.453.60016	5.87
ACE PAINT & HARDWARE	107812	507847/5	SUPPLIES - MAINTENANCE	205.44.6200.453.60016	2.12
ACE PAINT & HARDWARE	107812	507867/5	SUPPLIES - MAINTENANCE	205.44.6200.453.60016	9.60
ACE PAINT & HARDWARE	107812	507900/5	SUPPLIES - MAINTENANCE	205.44.6200.453.60016	48.03
ACE PAINT & HARDWARE	107812	508062/5	SUPPLIES - MAINTENANCE	205.44.6200.453.60016	26.71
GRAINGER	107877	9591779955	SUPPLIES - MAINTENANCE	205.44.6200.453.60016	13.97
GRAINGER	107877	9594015449	SUPPLIES - MAINTENANCE	205.44.6200.453.60016	524.25
GRAINGER	107877	9596281858	SUPPLIES - MAINTENANCE	205.44.6200.453.60016	84.29
FERRELLGAS	107871	5000376463	FUELS	205.44.6200.453.60021	178.50
HAWKINS, INC.	107881	3243845	POOL CHEMICALS	205.44.6200.453.60024	1,872.75
OFFICE DEPOT	108039	569958593001	SUPPLIES - OTHER	205.44.6200.453.60065	53.54
NEW PAPER LLC	107798	6/30/11	SUPPLIES - OTHER	205.44.6200.453.60065	29.92
SAM'S CLUB	107920	7/23/11-RECREATION	SUPPLIES - OTHER	205.44.6200.453.60065	117.10
SAM'S CLUB	107920	7/23/11-RECREATION	SUPPLIES - OTHER	205.44.6200.453.60065	287.71
SAM'S CLUB	107918	7/23/11-VMCC	SUPPLIES - OTHER	205.44.6200.453.60065	2.63
SAM'S CLUB	107918	7/23/11-VMCC	SUPPLIES - OTHER	205.44.6200.453.60065	22.46
SAM'S CLUB	107918	7/23/11-VMCC	SUPPLIES - OTHER	205.44.6200.453.60065	5.34
SAM'S CLUB	107918	7/23/11-VMCC	SUPPLIES - OTHER	205.44.6200.453.60065	5.23
SAM'S CLUB	107918	7/23/11-VMCC	SUPPLIES - OTHER	205.44.6200.453.60065	523.94
COMDATA	107842	8/1/11	SUPPLIES - OTHER	205.44.6200.453.60065	38.43

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COMDATA	107842	8/1/11	SUPPLIES - OTHER	205.44.6200.453.60065	18.75
VISUAL COMMUNICATIONS	107952	9835	SUPPLIES - OTHER	205.44.6200.453.60065	695.00
PETTY CASH - ATM	108044	8/8/11	BANK CHARGES / CREDIT CARD	205.44.6200.453.70440	15.55
VANCO SERVICES LLC	107949	00004724029	OTHER MISCELLANEOUS	205.44.6200.453.70600	75.00
SAM'S CLUB	107918	7/23/11-VMCC	FOOD	205.44.6200.453.76050	162.39
COMDATA	107842	8/1/11	FOOD	205.44.6200.453.76050	15.19
ST. CROIX VALLEY POPCORN LLC	107928	81119228	FOOD	205.44.6200.453.76050	34.75
COMDATA	107842	8/1/11	BEVERAGES	205.44.6200.453.76100	196.00
WALL TRENDS INC	108073	5192	BUILDINGS	205.44.6200.453.80200	4,930.00
WOOG, JANICE	108076	7/28/11	REGULAR FULL-TIME	205.44.6200.457.10100	8.38
Fund 205 - COMMUNITY CENTER Total:					45,149.38
Fund: 346 - 2006A IMPROVEMENT BONDS					
EHLERS AND ASSOCIATES, INC.	107866	61991	FISCAL CONSULTANTS	346.57.9000.570.30150	5,000.00
Fund 346 - 2006A IMPROVEMENT BONDS Total:					5,000.00
Fund: 399 - CLOSED BOND FUND					
EHLERS AND ASSOCIATES, INC.	107995	343255	FISCAL CONSULTANTS	399.57.9000.570.30150	651.25
Fund 399 - CLOSED BOND FUND Total:					651.25
Fund: 402 - PARK ACQ. & DEV. FUND					
ST. CROIX TREE SERVICE, INC.	107927	65983	OTHER PROFESSIONAL SERVICES	402.44.6000.451.30700	5,536.13
BRKW APPRAISALS, INC.	107827	6661	OTHER PROFESSIONAL SERVICES	402.44.6000.451.30700	2,200.00
Fund 402 - PARK ACQ. & DEV. FUND Total:					7,736.13
Fund: 404 - SEWER CONNECTION FUND					
METROPOLITAN COUNCIL ENVIRON :	108023	7/11	DUE TO MCES-SAC	404.217.2170000	11,150.00
DSM EXCAVATING COMPANY INC.	107864	55001	OTHER MISCELLANEOUS	404.51.7200.514.70600	4,670.00
Fund 404 - SEWER CONNECTION FUND Total:					15,820.00
Fund: 405 - NORTH SIDE WTR STOR. FAC.					
EHLERS AND ASSOCIATES, INC.	107995	343258	FISCAL CONSULTANTS	405.57.9000.570.30150	861.66
KENNEDY & GRAVEN	107905	6/30/11-02	BOND COUNSEL	405.57.9000.570.30440	833.50
Fund 405 - NORTH SIDE WTR STOR. FAC. Total:					1,695.16
Fund: 420 - 2000 IMPROVEMENT FUND					
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11	CORPORATE	420.72.5900.720.30420	54.00
Fund 420 - 2000 IMPROVEMENT FUND Total:					54.00
Fund: 421 - 2001 IMPROVEMENT FUND					
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11	CORPORATE	421.72.5900.721.30420	229.50
Fund 421 - 2001 IMPROVEMENT FUND Total:					229.50
Fund: 423 - 2003 IMPROVEMENT FUND					
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11	CORPORATE	423.72.5900.723.30420	42.50
Fund 423 - 2003 IMPROVEMENT FUND Total:					42.50
Fund: 425 - 2005 IMPROVEMENT FUND					
BRAUN INTERTEC CORPORATION	107977	334242	ENGINEERING CONSULTANTS	425.72.5900.725.30300	119.36
BRAUN INTERTEC CORPORATION	107977	334250	ENGINEERING CONSULTANTS	425.72.5900.725.30300	331.77
BRAUN INTERTEC CORPORATION	107977	336903	ENGINEERING CONSULTANTS	425.72.5900.725.30300	75.00
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11	CORPORATE	425.72.5900.725.30420	54.00
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11	CORPORATE	425.72.5900.725.30420	566.30
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11	CORPORATE	425.72.5900.725.30420	7,140.89
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11	CORPORATE	425.72.5900.725.30420	1,980.41
DAKOTA CTY PROP TAXATION & REC	107989	2809627	OTHER PROFESSIONAL SERVICES	425.72.5900.725.30700	46.00
METZEN APPRAISALS	108024	6/1/11	OTHER PROFESSIONAL SERVICES	425.72.5900.725.30700	300.00
BRKW APPRAISALS, INC.	107978	6649	OTHER PROFESSIONAL SERVICES	425.72.5900.725.30700	5,000.00
MN POLLUTION CONTROL AGENCY	108028	77000003377	OTHER PROFESSIONAL SERVICES	425.72.5900.725.30700	62.50
MN POLLUTION CONTROL AGENCY	108028	7700003497	OTHER PROFESSIONAL SERVICES	425.72.5900.725.30700	125.00
Fund 425 - 2005 IMPROVEMENT FUND Total:					15,801.23
Fund: 428 - 2008 IMPROVEMENT FUND					
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11	CORPORATE	428.72.5900.728.30420	1,701.00
B & B SHEETMETAL AND ROOFING, II	107975	PAY VO. NO. 4	BUILDINGS	428.72.5900.728.80200	4,340.00
Fund 428 - 2008 IMPROVEMENT FUND Total:					6,041.00

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Fund: 429 - 2009 IMPROVEMENT FUND					
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11	CORPORATE	429.72.5900.729.30420	17.00
NEW PAPER LLC	107798	6/30/11	OTHER MISCELLANEOUS	429.72.5900.729.70600	9.62
ST. CROIX TREE SERVICE, INC.	107927	65984	IMPROVEMENTS (NON-BLDG)	429.72.5900.729.80300	320.63
LAMETTI & SONS, INC.	108006	PAY REQUEST NO. 8	IMPROVEMENTS (NON-BLDG)	429.72.5900.729.80300	183,014.47
Fund 429 - 2009 IMPROVEMENT FUND Total:					183,361.72
Fund: 430 - 2010 IMPROVEMENT FUND					
EARL F ANDERSEN INC	107865	0096048-IN	OTHER MISCELLANEOUS	430.73.5900.730.70600	640.47
FRATTALONE COMPANIES INC	107804	PAY VOUCHER NO. 3	IMPROVEMENTS (NON-BLDG)	430.73.5900.730.80300	7,065.60
Fund 430 - 2010 IMPROVEMENT FUND Total:					7,706.07
Fund: 431 - 2011 IMPROVEMENT FUND					
MASTER MECHANICAL INC	108019	31369	BUILDINGS	431.73.5900.731.80200	7,341.50
BLACKHAWK TILE & STONE, INC.	107824	8/2/11	BUILDINGS	431.73.5900.731.80200	26,252.85
Fund 431 - 2011 IMPROVEMENT FUND Total:					33,594.35
Fund: 440 - PAVEMENT MANAGEMENT PROJ					
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11	CORPORATE	440.74.5900.740.30420	54.00
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11	CORPORATE	440.74.5900.740.30420	260.60
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11	CORPORATE	440.74.5900.740.30420	930.50
PEARSON BROTHERS, INC.	108043	PAY VO. NO. 1	REPAIR & MAINT.-ROAD	440.74.5900.740.40046	237,921.56
FAHRNER ASPHALT SEALERS LLC	107997	PAY VO. NO. 1	REPAIR & MAINT.-ROAD	440.74.5900.740.40046	138,134.75
ACE BLACKTOP, INC.	107970	PAY VO. NO. 1	IMPROVEMENTS (NON-BLDG)	440.74.5900.740.80300	147,422.90
S. M. HENTGES & SONS, INC.	108058	PAY VO. NO. 2	IMPROVEMENTS (NON-BLDG)	440.74.5900.740.80300	513,113.95
Fund 440 - PAVEMENT MANAGEMENT PROJ Total:					1,037,838.26
Fund: 441 - STORM WATER MANAGEMENT					
SOUTH ST PAUL, CITY OF	108061	7/6/11	SOUTH ST. PAUL UTILITY	441.207.2070800	41.31
Fund 441 - STORM WATER MANAGEMENT Total:					41.31
Fund: 443 - TREE PRESERVATION FUND					
GERTENS	107873	230782	SUPPLIES - MAINTENANCE	443.74.5900.743.60016	588.12
GERTENS	107873	231060	SUPPLIES - MAINTENANCE	443.74.5900.743.60016	765.23
GERTENS	107873	231103	SUPPLIES - MAINTENANCE	443.74.5900.743.60016	89.78
Fund 443 - TREE PRESERVATION FUND Total:					1,443.13
Fund: 444 - PARKS MTCE & REPLACEMENT					
VACKER INC	107948	774	REPAIR & MAINT-OTHER STRUCTURES	444.74.5900.744.40047	2,698.59
Fund 444 - PARKS MTCE & REPLACEMENT Total:					2,698.59
Fund: 446 - NW AREA					
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11	CORPORATE	446.74.5900.746.30420	40.5
WSB & ASSOCIATES, INC.	108077	11-02	OTHER PROFESSIONAL SERVICES	446.74.5900.746.30700	7299.5
Fund 446 - NW AREA Total:					7,340.00
Fund: 452 - SPRINGWOOD PONDS TIF#3-1					
EHLERS AND ASSOCIATES, INC.	107995	343258	FISCAL CONSULTANTS	452.57.9000.570.30150	861.67
KENNEDY & GRAVEN	107905	6/30/11-02	BOND COUNSEL	452.57.9000.570.30440	833.50
Fund 452 - SPRINGWOOD PONDS TIF#3-1 Total:					1,695.17
Fund: 453 - SE QUADRANT TIF DIST 4-1					
EHLERS AND ASSOCIATES, INC.	107995	343258	FISCAL CONSULTANTS	453.57.9000.570.30150	861.67
KENNEDY & GRAVEN	107905	6/30/11-02	BOND COUNSEL	453.57.9000.570.30440	833.50
BLACKBERRY POINTE APARTMENTS	107957	8/11	PRINCIPAL PAYMENTS	453.57.9000.570.90100	106,539.59
Fund 453 - SE QUADRANT TIF DIST 4-1 Total:					108,234.76
Fund: 501 - WATER UTILITY FUND					
OPTUMHEALTH FINANCIAL SERVICES	108041	144828	FLEX/COMP ACCOUNT FEE	501.50.7100.512.30550	21.36
UNITED PARCEL SERVICE	107945	0000V4650V291	OTHER PROFESSIONAL SERVICES	501.50.7100.512.30700	14.56
GOPHER STATE ONE-CALL	107875	16370	OTHER PROFESSIONAL SERVICES	501.50.7100.512.30700	611.90
ASTM INTERNATIONAL	107820	4814246	OTHER PROFESSIONAL SERVICES	501.50.7100.512.30700	73.00
TRI-COUNTY LAW ENFORCEMENT AS	107941	7/29/11	OTHER PROFESSIONAL SERVICES	501.50.7100.512.30700	400.00
SOUTH ST PAUL, CITY OF	108061	7/6/11	WATER UTILITY SERVICES	501.50.7100.512.40005	240.38
XCEL ENERGY	108078	19395033	GAS UTILITY SERVICES	501.50.7100.512.40010	26.72
XCEL ENERGY	108078	193952665	GAS UTILITY SERVICES	501.50.7100.512.40010	26.72
XCEL ENERGY	108078	193952670	GAS UTILITY SERVICES	501.50.7100.512.40010	26.78

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XCEL ENERGY	108078	193952671	GAS UTILITY SERVICES	501.50.7100.512.40010	26.78
XCEL ENERGY	108078	193953042	GAS UTILITY SERVICES	501.50.7100.512.40010	26.72
XCEL ENERGY	108078	193953044	GAS UTILITY SERVICES	501.50.7100.512.40010	26.72
XCEL ENERGY	108078	193953093	GAS UTILITY SERVICES	501.50.7100.512.40010	829.92
XCEL ENERGY	108078	193953252	GAS UTILITY SERVICES	501.50.7100.512.40010	26.78
XCEL ENERGY	108078	193953576	GAS UTILITY SERVICES	501.50.7100.512.40010	26.78
XCEL ENERGY	108078	383504756	GAS UTILITY SERVICES	501.50.7100.512.40010	48.37
XCEL ENERGY	108078	383052712	ELECTRIC UTILITY SERVICES	501.50.7100.512.40020	2,582.58
XCEL ENERGY	108078	383053061	ELECTRIC UTILITY SERVICES	501.50.7100.512.40020	116.56
XCEL ENERGY	108078	383053209	ELECTRIC UTILITY SERVICES	501.50.7100.512.40020	4,642.87
XCEL ENERGY	108078	383053369	ELECTRIC UTILITY SERVICES	501.50.7100.512.40020	17.91
XCEL ENERGY	108078	383053488	ELECTRIC UTILITY SERVICES	501.50.7100.512.40020	67.43
XCEL ENERGY	108078	383053489	ELECTRIC UTILITY SERVICES	501.50.7100.512.40020	84.35
XCEL ENERGY	108078	383053791	ELECTRIC UTILITY SERVICES	501.50.7100.512.40020	8,950.35
XCEL ENERGY	108078	383054171	ELECTRIC UTILITY SERVICES	501.50.7100.512.40020	3,465.23
XCEL ENERGY	108078	383054178	ELECTRIC UTILITY SERVICES	501.50.7100.512.40020	2,815.67
XCEL ENERGY	108078	383054215	ELECTRIC UTILITY SERVICES	501.50.7100.512.40020	342.64
XCEL ENERGY	108078	383054684	ELECTRIC UTILITY SERVICES	501.50.7100.512.40020	25.13
DAKOTA ELECTRIC ASSN	107857	7/28/11-02	ELECTRIC UTILITY SERVICES	501.50.7100.512.40020	11.06
THERMA-STOR	107936	2482582 RI	REPAIR & MAINT-BUILDINGS	501.50.7100.512.40040	3,505.50
GRIGGS CONTRACTING	108001	303056	REPAIR & MAINT-BUILDINGS	501.50.7100.512.40040	170.00
JB CONTROLS, INC.	107897	7066	REPAIR & MAINT-BUILDINGS	501.50.7100.512.40040	402.06
CARQUEST AUTO PARTS STORES	107979	1596-156969	REPAIR & MAINT.-EQUIPMENT	501.50.7100.512.40042	128.32
AUTOMATIC SYSTEMS CO	107974	23920 S	REPAIR & MAINT.-UTILITIES	501.50.7100.512.40043	242.30
BATTERIES PLUS	107821	030-537406	SUPPLIES - MAINTENANCE	501.50.7100.512.60016	23.50
JRK SEED & TURF SUPPLY	107901	1668	SUPPLIES - MAINTENANCE	501.50.7100.512.60016	185.25
JRK SEED & TURF SUPPLY	107901	1669	SUPPLIES - MAINTENANCE	501.50.7100.512.60016	(28.70)
GERTENS	107873	229960	SUPPLIES - MAINTENANCE	501.50.7100.512.60016	12.16
GERTENS	107873	230252	SUPPLIES - MAINTENANCE	501.50.7100.512.60016	102.47
GERTENS	108000	232764	SUPPLIES - MAINTENANCE	501.50.7100.512.60016	16.00
HOME DEPOT CREDIT SERVICES	107885	29990033	SUPPLIES - MAINTENANCE	501.50.7100.512.60016	83.61
HOME DEPOT CREDIT SERVICES	107885	4013296	SUPPLIES - MAINTENANCE	501.50.7100.512.60016	8.64
ACE PAINT & HARDWARE	107812	505431/5	SUPPLIES - MAINTENANCE	501.50.7100.512.60016	8.54
ACE PAINT & HARDWARE	107812	507878/5	SUPPLIES - MAINTENANCE	501.50.7100.512.60016	6.19
ACE PAINT & HARDWARE	107812	507881/5	SUPPLIES - MAINTENANCE	501.50.7100.512.60016	40.58
ACE PAINT & HARDWARE	107812	508026/5	SUPPLIES - MAINTENANCE	501.50.7100.512.60016	11.67
ACE PAINT & HARDWARE	107812	508052/5	SUPPLIES - MAINTENANCE	501.50.7100.512.60016	9.07
WAGNER'S SOD CO, INC	108072	7/21/11	SUPPLIES - MAINTENANCE	501.50.7100.512.60016	34.28
WAGNER'S SOD CO, INC	108072	7/25/11	SUPPLIES - MAINTENANCE	501.50.7100.512.60016	18.35
FLUEGEL ELEVATOR, INC.	107999	711374	SUPPLIES - MAINTENANCE	501.50.7100.512.60016	453.95
HOME DEPOT CREDIT SERVICES	107885	8014702	SUPPLIES - MAINTENANCE	501.50.7100.512.60016	69.65
MTI DISTRIBUTING CO	108033	802583-00	SUPPLIES - MAINTENANCE	501.50.7100.512.60016	23.17
DANNER LANDSCAPING	107859	8116	SUPPLIES - MAINTENANCE	501.50.7100.512.60016	36.34
DANNER LANDSCAPING	107859	8147	SUPPLIES - MAINTENANCE	501.50.7100.512.60016	192.37
DANNER LANDSCAPING	107859	8159	SUPPLIES - MAINTENANCE	501.50.7100.512.60016	18.17
GERTEN'S LANDSCAPING	107874	9405	SUPPLIES - MAINTENANCE	501.50.7100.512.60016	107.12
GERTEN'S LANDSCAPING	107874	9407	SUPPLIES - MAINTENANCE	501.50.7100.512.60016	374.40
GERTEN'S LANDSCAPING	107874	9408	SUPPLIES - MAINTENANCE	501.50.7100.512.60016	59.99
GERTEN'S LANDSCAPING	107874	9423	SUPPLIES - MAINTENANCE	501.50.7100.512.60016	18.21
HOME DEPOT CREDIT SERVICES	107885	9595420	SUPPLIES - MAINTENANCE	501.50.7100.512.60016	67.03
HOME DEPOT CREDIT SERVICES	107885	9994017	SUPPLIES - MAINTENANCE	501.50.7100.512.60016	8.08
SEELYE PLASTICS INC	108059	SI+0061544	SUPPLIES - MAINTENANCE	501.50.7100.512.60016	70.96
HAWKINS, INC.	107881	3246951	SUPPLIES-UTIL SYS (CHEM)	501.50.7100.512.60019	5,843.93
HAWKINS, INC.	107881	3247575	SUPPLIES-UTIL SYS (CHEM)	501.50.7100.512.60019	570.31
MN GLOVE & SAFETY, INC.	108026	254527	SUPPLIES - OTHER	501.50.7100.512.60065	13.90
Fund 501 - WATER UTILITY FUND Total:					38,482.64
Fund: 502 - SEWER UTILITY FUND					
EDINA REALTY TITLE	107792	000017606	UTILITY SUSPENSE ACCOUNT	502.110.1160000	52.61
ANDERSON GROUP, THE	107791	000030350	UTILITY SUSPENSE ACCOUNT	502.110.1160000	61.60
DAKOTA CTY TREASURER	107990	7/11	SURCHARGE	502.207.2070100	120.00

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Vendor Name	Payment Number	Payable Number	Account Name	Account Number	Amount
OPTUMHEALTH FINANCIAL SERVICES	108041	144828	FLEX/COMP ACCOUNT FEE	502.51.7200.514.30550	13.54
SOUTH ST PAUL, CITY OF	108061	7/6/11	SEWER UTILITY SERVICES	502.51.7200.514.40015	368.03
XCEL ENERGY	108078	383053284	ELECTRIC UTILITY SERVICES	502.51.7200.514.40020	154.14
XCEL ENERGY	108078	383053387	ELECTRIC UTILITY SERVICES	502.51.7200.514.40020	11.59
XCEL ENERGY	108078	383053779	ELECTRIC UTILITY SERVICES	502.51.7200.514.40020	475.06
XCEL ENERGY	108078	383053942	ELECTRIC UTILITY SERVICES	502.51.7200.514.40020	13.35
XCEL ENERGY	108078	383054269	ELECTRIC UTILITY SERVICES	502.51.7200.514.40020	90.39
XCEL ENERGY	108078	383054370	ELECTRIC UTILITY SERVICES	502.51.7200.514.40020	62.79
XCEL ENERGY	108078	3835054052	ELECTRIC UTILITY SERVICES	502.51.7200.514.40020	144.66
ELECTRIC PUMP INC	107867	0044823-IN	REPAIR & MAINT.-EQUIPMENT	502.51.7200.514.40042	2,642.07
SEXTON COMPANY, THE	107922	53454	UNIFORMS & CLOTHING	502.51.7200.514.60045	56.00
SEXTON COMPANY, THE	107922	53664	UNIFORMS & CLOTHING	502.51.7200.514.60045	435.05
Fund 502 - SEWER UTILITY FUND Total:					4,700.88

Fund: 503 - INVER WOOD GOLF COURSE

MN GOLF ASSOCIATION, INC.	108027	7/26/11-01	HANDICAPS	503.52.8000.521.70250	133.00
MN GOLF ASSOCIATION, INC.	108027	7/26/11-02	HANDICAPS	503.52.8000.521.70250	76.00
MN GOLF ASSOCIATION, INC.	108027	7/26/11-03	HANDICAPS	503.52.8000.521.70250	665.00
TOUR EDGE GOLF MFG., INC.	107939	00875753	CLUBS	503.52.8200.523.76250	328.93
STEPHANIE WILMES-HESS	107968	8/12/11	TEMPORARY EMPLOYEES	503.52.8300.524.10300	363.04
ARCTIC GLACIER, INC.	107817	385121108	SUPPLIES - OTHER	503.52.8300.524.60065	188.68
US FOODSERVICE	107946	4183995	SUPPLIES - OTHER	503.52.8300.524.60065	197.98
HUBERT COMPANY	107887	457134	SUPPLIES - OTHER	503.52.8300.524.60065	155.42
MOYNIHAN, MATT	108032	7/18/11	SUPPLIES - OTHER	503.52.8300.524.60065	26.76
M. AMUNDSON LLP	108016	113926	FOOD	503.52.8300.524.76050	227.62
GRANDMA'S BAKERY	107878	152283	FOOD	503.52.8300.524.76050	35.52
GRANDMA'S BAKERY	107878	152565	FOOD	503.52.8300.524.76050	35.52
GRANDMA'S BAKERY	107878	152789	FOOD	503.52.8300.524.76050	35.52
GRANDMA'S BAKERY	107878	153038	FOOD	503.52.8300.524.76050	35.52
GRANDMA'S BAKERY	107878	153284	FOOD	503.52.8300.524.76050	35.52
US FOODSERVICE	107946	4183995	FOOD	503.52.8300.524.76050	708.12
COCA COLA BOTTLING COMPANY	107840	0158517210	BEVERAGES	503.52.8300.524.76100	705.48
US FOODSERVICE	107946	4183995	BEVERAGES	503.52.8300.524.76100	91.33
OPTUMHEALTH FINANCIAL SERVICES	108041	144828	FLEX/COMP ACCOUNT FEE	503.52.8500.526.30550	8.30
XCEL ENERGY	108078	193563222	GAS UTILITY SERVICES	503.52.8500.526.40010	44.06
XCEL ENERGY	108078	193563812	GAS UTILITY SERVICES	503.52.8500.526.40010	27.40
XCEL ENERGY	108078	7/28/11	GAS UTILITY SERVICES	503.52.8500.526.40010	12.24
XCEL ENERGY	108078	382296131	ELECTRIC UTILITY SERVICES	503.52.8500.526.40020	157.21
XCEL ENERGY	108078	382296279	ELECTRIC UTILITY SERVICES	503.52.8500.526.40020	1,119.16
XCEL ENERGY	108078	382297250	ELECTRIC UTILITY SERVICES	503.52.8500.526.40020	432.74
XCEL ENERGY	108078	7/28/11	ELECTRIC UTILITY SERVICES	503.52.8500.526.40020	12.24
NATIONAL AUTOMATIC SPRINKLER C	108034	0026166	REPAIR & MAINT-BUILDINGS	503.52.8500.526.40040	375.00
WENZEL HEATING & AIR	108074	0070798	REPAIR & MAINT-BUILDINGS	503.52.8500.526.40040	509.00
COVERALL OF THE TWIN CITIES INC	107845	7070167830	REPAIR & MAINT-BUILDINGS	503.52.8500.526.40040	1,124.81
VERIZON WIRELESS	107950	2604560407	TELEPHONE	503.52.8500.526.50020	17.46
LILLIE SUBURBAN NEWSPAPERS	107911	7/27/11	ADVERTISING/PUBLISHED NOTICES	503.52.8500.526.50025	640.50
COPY RIGHT	107844	51787	PRINTING & BINDING	503.52.8500.526.50030	179.27
GREAT NORTHERN BUILDERS LLC	107796	4/22/11	OTHER MISCELLANEOUS	503.52.8500.526.70600	3,404.00
OPTUMHEALTH FINANCIAL SERVICES	108041	144828	FLEX/COMP ACCOUNT FEE	503.52.8600.527.30550	19.60
XCEL ENERGY	107953	381681503	ELECTRIC UTILITY SERVICES	503.52.8600.527.40020	33.19
XCEL ENERGY	107953	382104953	ELECTRIC UTILITY SERVICES	503.52.8600.527.40020	4,861.97
DAKOTA ELECTRIC ASSN	107854	7/28/11-01	ELECTRIC UTILITY SERVICES	503.52.8600.527.40020	462.11
MENARDS - WEST ST. PAUL	108021	2234	REPAIR & MAINT-BUILDINGS	503.52.8600.527.40040	8.71
MENARDS - WEST ST. PAUL	108021	2303	REPAIR & MAINT-BUILDINGS	503.52.8600.527.40040	7.76
ACE PAINT & HARDWARE	107812	508113/5	REPAIR & MAINT-BUILDINGS	503.52.8600.527.40040	17.06
MTI DISTRIBUTING CO	108033	1014737-99	REPAIR & MAINT.-EQUIPMENT	503.52.8600.527.40042	(2,000.00)
ACE PAINT & HARDWARE	107812	508007/5	REPAIR & MAINT.-EQUIPMENT	503.52.8600.527.40042	8.55
MTI DISTRIBUTING CO	108033	788852-03	REPAIR & MAINT.-EQUIPMENT	503.52.8600.527.40042	101.89
MTI DISTRIBUTING CO	108033	797537-00	REPAIR & MAINT.-EQUIPMENT	503.52.8600.527.40042	82.29
MTI DISTRIBUTING CO	108033	799795-00	REPAIR & MAINT.-EQUIPMENT	503.52.8600.527.40042	178.13
TWIN CITY SAW	107942	A17934	REPAIR & MAINT.-EQUIPMENT	503.52.8600.527.40042	64.02

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SUPERIOR GOLF CARS	107932	5038052	REPAIR & MAINT.-EQUIPMENT	503.52.8600.527.40042	643.93
SUPERIOR GOLF CARS	107932	5038275	REPAIR & MAINT.-EQUIPMENT	503.52.8600.527.40042	592.43
MTI DISTRIBUTING CO	108033	800791-00	IRRIGATION SUPPLIES	503.52.8600.527.60008	198.00
MTI DISTRIBUTING CO	108033	802260-00	IRRIGATION SUPPLIES	503.52.8600.527.60008	1,752.74
MENARDS - WEST ST. PAUL	108021	1087	SUPPLIES - GOLF COURSE	503.52.8600.527.60020	32.86
LAKE ELMO SOD FARM, LLC	107908	12961	SUPPLIES - GOLF COURSE	503.52.8600.527.60020	295.13
LAKE ELMO SOD FARM, LLC	107908	13019	SUPPLIES - GOLF COURSE	503.52.8600.527.60020	265.13
YOCUM OIL COMPANY, INC.	108081	00000446808	FUELS	503.52.8600.527.60021	2,147.07
YOCUM OIL COMPANY, INC.	108081	00000446809	FUELS	503.52.8600.527.60021	3,116.12
YOCUM OIL COMPANY, INC.	108081	00000446810	FUELS	503.52.8600.527.60021	1,394.34
PRECISION TURF & CHEMICAL INC	108046	36964	FERTILIZERS	503.52.8600.527.60030	4,574.93
PRECISION TURF & CHEMICAL INC	108046	37031	FERTILIZERS	503.52.8600.527.60030	1,867.32
PRECISION TURF & CHEMICAL INC	108046	36963	PESTICIDES	503.52.8600.527.60035	2,361.26
PRECISION TURF & CHEMICAL INC	108046	37030	PESTICIDES	503.52.8600.527.60035	4,463.29
G & K SERVICES	107872	1182285983	UNIFORMS & CLOTHING	503.52.8600.527.60045	97.10
GREAT NORTHERN BUILDERS LLC	107796	4/22/11	BUILDINGS	503.52.8600.527.80200	2,335.00
GREAT NORTHERN BUILDERS LLC	107796	4/22/11	HEAVY MACHINERY & EQUIPMENT	503.52.8600.527.80400	470.00
Fund 503 - INVER WOOD GOLF COURSE Total:					42,560.28
Fund: 602 - RISK MANAGEMENT					
OPTUMHEALTH FINANCIAL SERVICES	108041	144828	FLEX/COMP ACCOUNT FEE	602.00.2100.415.30550	0.49
SAFE ASSURE CONSULTANTS	107917	390	CONFERENCES AND SEMINARS	602.00.2100.415.50080	5895
Fund 602 - RISK MANAGEMENT Total:					5,895.49
Fund: 603 - CENTRAL EQUIPMENT					
OPTUMHEALTH FINANCIAL SERVICES	108041	144828	FLEX/COMP ACCOUNT FEE	603.00.5300.444.30550	6.65
TRACTOR SUPPLY CREDIT PLAN	108065	7/11/11	REPAIR & MAINT.-BUILDINGS	603.00.5300.444.40040	74.98
KREMER SERVICES LLC	107906	0000012409	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	100.24
HOSE / CONVEYORS INC	107886	00021432	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	127.57
FACTORY MOTOR PARTS COMPANY	107870	1-3686920	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	(15.00)
FACTORY MOTOR PARTS COMPANY	107870	1-3687329	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	24.67
FACTORY MOTOR PARTS COMPANY	107870	1-3689644	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	48.09
FACTORY MOTOR PARTS COMPANY	107870	1-3690428	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	(16.03)
FACTORY MOTOR PARTS COMPANY	107870	1-3691507	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	297.10
CUSTOM FIRE APPARATUS INC	107987	13956	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	328.19
CUSTOM FIRE APPARATUS INC	107987	13967	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	56.75
L.T.G. POWER EQUIPMENT	107907	144661	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	44.89
COMPLETE COOLING SERVICES	107843	15152	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	388.71
CARQUEST AUTO PARTS STORES	107831	1596-156545	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	14.59
CARQUEST AUTO PARTS STORES	107831	1596-156578	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	320.63
CARQUEST AUTO PARTS STORES	107831	1596-157234	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	16.99
CARQUEST AUTO PARTS STORES	107831	1596-157258	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	144.51
CARQUEST AUTO PARTS STORES	107831	1596-157684	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	62.29
CARQUEST AUTO PARTS STORES	107831	1596-157740	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	108.21
CARQUEST AUTO PARTS STORES	107831	1596-158007	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	25.60
CARQUEST AUTO PARTS STORES	107831	1596-158116	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	48.89
CATCO PARTS SERVICE	107833	17-43330	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	4.04
NAPA OF INVER GROVE HEIGHTS	107915	263801	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	16.15
ACE PAINT & HARDWARE	107812	504441/5	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	2.13
INVER GROVE FORD	107893	5067828	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	88.07
ACE PAINT & HARDWARE	107971	508202/5	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	5.87
BOYER TRUCKS - PARTS DISTRIBUTIO	107826	541063	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	418.39
HANCO CORPORATION	107880	580443	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	24.40
FACTORY MOTOR PARTS COMPANY	107870	74-015579	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	368.72
MACQUEEN EQUIPMENT INC	108017	8-11331	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	1,012.99
EMERGENCY AUTOMOTIVE TECHNOI	107868	AW071311-5	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	478.80
EMERGENCY AUTOMOTIVE TECHNOI	107868	AW080111-7	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	179.68
DAVIS EQUIPMENT CORPORATION	107993	J148250	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	1,449.80
DIESEL COMPONENTS, INC.	107994	S101288	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	587.44
CITY AUTO GLASS	107981	W001049813	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	50.00
TRACTOR SUPPLY CREDIT PLAN	108065	7/7/11	REPAIR & MAINT.-EQUIPMENT	603.00.5300.444.40042	10.70
ARAMARK UNIFORM SERVICES	107816	629-7292011	OTHER RENTALS	603.00.5300.444.40065	32.95

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ARAMARK UNIFORM SERVICES	107816	629-7296761	OTHER RENTALS	603.00.5300.444.40065	32.94
LERBS, JAY	107910	7/28/11	MEALS AND LODGING	603.00.5300.444.50075	65.51
LERBS, JAY	107910	7/28/11	CONFERENCES AND SEMINARS	603.00.5300.444.50080	5.20
METRO JANITORIAL SUPPLY INC	108022	11010833	SUPPLIES - SHOP	603.00.5300.444.60012	162.08
CARQUEST AUTO PARTS STORES	107831	1596-157423	SUPPLIES - SHOP	603.00.5300.444.60012	10.32
CARQUEST AUTO PARTS STORES	107831	1596-157682	SUPPLIES - SHOP	603.00.5300.444.60012	44.89
CARQUEST AUTO PARTS STORES	107831	1596-157800	SUPPLIES - SHOP	603.00.5300.444.60012	16.20
CARQUEST AUTO PARTS STORES	107831	1596-157948	SUPPLIES - SHOP	603.00.5300.444.60012	85.28
CARQUEST AUTO PARTS STORES	107831	1596-158116	SUPPLIES - SHOP	603.00.5300.444.60012	3.48
CARQUEST AUTO PARTS STORES	107831	1596-158119	SUPPLIES - SHOP	603.00.5300.444.60012	9.79
ARROW MOWER, INC.	107818	9254	SUPPLIES - SHOP	603.00.5300.444.60012	6.50
LERBS, JAY	107910	7/28/11	FUELS	603.00.5300.444.60021	66.00
INDELCO PLASTICS CORP	107890	664311	SM TOOLS & MISC EQUIPMENT	603.00.5300.444.60040	54.06
INDELCO PLASTICS CORP	107890	665120	SM TOOLS & MISC EQUIPMENT	603.00.5300.444.60040	44.86
ARAMARK UNIFORM SERVICES	107816	629-7292011	UNIFORMS & CLOTHING	603.00.5300.444.60045	17.21
ARAMARK UNIFORM SERVICES	107816	629-7296761	UNIFORMS & CLOTHING	603.00.5300.444.60045	22.74
MIDWAY FORD	107914	86319	MOTOR VEHICLES	603.00.5300.444.80700	18,557.26
MIDWAY FORD	107914	86323	MOTOR VEHICLES	603.00.5300.444.80700	31,678.94
MIDWAY FORD	107914	88318	MOTOR VEHICLES	603.00.5300.444.80700	23,890.28
EMERGENCY AUTOMOTIVE TECHNOI	107868	AW062711-5	MOTOR VEHICLES	603.00.5300.444.80700	1,643.14
EMERGENCY AUTOMOTIVE TECHNOI	107868	AW062711-5A	MOTOR VEHICLES	603.00.5300.444.80700	1,588.75
EMERGENCY AUTOMOTIVE TECHNOI	107868	CS071211-12	MOTOR VEHICLES	603.00.5300.444.80700	180.65
EMERGENCY AUTOMOTIVE TECHNOI	107868	CS071911-3	MOTOR VEHICLES	603.00.5300.444.80700	173.39
EMERGENCY AUTOMOTIVE TECHNOI	107996	CS071911-3A	MOTOR VEHICLES	603.00.5300.444.80700	116.10
EMERGENCY AUTOMOTIVE TECHNOI	107868	CS072111-6A	MOTOR VEHICLES	603.00.5300.444.80700	187.50
FACTORY MOTOR PARTS COMPANY	107870	1-3689644	SHOP INVENTORY	603.140.1450050	225.05
CARQUEST AUTO PARTS STORES	107831	1596-157234	SHOP INVENTORY	603.140.1450050	5.77
CARQUEST AUTO PARTS STORES	107831	1596-157492	SHOP INVENTORY	603.140.1450050	36.44
CARQUEST AUTO PARTS STORES	107831	1596-158116	SHOP INVENTORY	603.140.1450050	7.78
POMP'S TIRE SERVICE, INC.	108045	582831	SHOP INVENTORY	603.140.1450050	1,276.09
YOCUM OIL COMPANY, INC.	108081	447011	FUEL INVENTORY	603.140.1450060	5,068.26
YOCUM OIL COMPANY, INC.	108081	447025	FUEL INVENTORY	603.140.1450060	10,952.07
				Fund 603 - CENTRAL EQUIPMENT Total:	103,173.18
Fund: 604 - CENTRAL STORES					
US BANCORP EQUIPMENT FINANCE,	108068	183162155	RENTAL OF EQUIPMENT	604.00.2200.416.40050	2,537.28
US BANCORP EQUIPMENT FINANCE,	108068	183162338	RENTAL OF EQUIPMENT	604.00.2200.416.40050	7,444.77
IKON OFFICE SOLUTIONS	108004	Q5155200	RENTAL OF EQUIPMENT	604.00.2200.416.40050	19,034.44
S & T OFFICE PRODUCTS	108057	5/31/11	SUPPLIES - OFFICE	604.00.2200.416.60010	597.10
S & T OFFICE PRODUCTS	108057	5/31/11	SUPPLIES - OFFICE	604.00.2200.416.60010	82.88
S & T OFFICE PRODUCTS	108057	5/31/11	SUPPLIES - OFFICE	604.00.2200.416.60010	223.60
OFFICE DEPOT	108039	569917473001	SUPPLIES - OFFICE	604.00.2200.416.60010	102.00
OFFICE DEPOT	108039	569958593001	SUPPLIES - OFFICE	604.00.2200.416.60010	1.28
S & T OFFICE PRODUCTS	108057	7/31/11	SUPPLIES - OFFICE	604.00.2200.416.60010	303.86
S & T OFFICE PRODUCTS	108057	7/31/11	SUPPLIES - OFFICE	604.00.2200.416.60010	319.77
S & T OFFICE PRODUCTS	108057	7/31/11	SUPPLIES - OFFICE	604.00.2200.416.60010	65.50
S & T OFFICE PRODUCTS	108057	7/31/11	SUPPLIES - OFFICE	604.00.2200.416.60010	150.42
				Fund 604 - CENTRAL STORES Total:	30,862.90
Fund: 605 - CITY FACILITIES					
INTEGRA TELECOM	107891	120310488	REPAIR & MAINT-BUILDINGS	605.00.7500.460.40040	77.58
MAS COMMUNICATIONS	108018	237	REPAIR & MAINT-BUILDINGS	605.00.7500.460.40040	45.00
HUEBSCH SERVICES	107888	2738549	OTHER RENTALS	605.00.7500.460.40065	61.68
USA MOBILITY WIRELESS INC	107947	U0317493G	OTHER RENTALS	605.00.7500.460.40065	4.91
USA MOBILITY WIRELESS INC	108071	U0317493H	OTHER RENTALS	605.00.7500.460.40065	9.89
ZAYO ENTERPRISE NETWORKS LLC	107956	7/1/11	TELEPHONE	605.00.7500.460.50020	1,012.13
TDS METROCOM	107935	7/13/11-02	TELEPHONE	605.00.7500.460.50020	982.05
ZAYO ENTERPRISE NETWORKS LLC	108082	8/1/11	TELEPHONE	605.00.7500.460.50020	1,005.64
INTEGRA TELECOM	107891	8552171	TELEPHONE	605.00.7500.460.50020	139.20
LONE OAK COMPANIES	107913	51919	POSTAGE/DELIVERY	605.00.7500.460.50035	421.20
BRINKMAN, AMY	107958	8/11/11	POSTAGE/DELIVERY	605.00.7500.460.50035	380.00
SAM'S CLUB	107919	005349	SUPPLIES-JANITOR/CLEANING	605.00.7500.460.60011	69.78

Expense Approval Report

Payment Dates: 8/4/2011 - 8/17/2011

Vendor Name	Payment Number	Payable Number	Account Name	Account Number	Amount
HILLYARD INC	107883	6806456	SUPPLIES-JANITOR/CLEANING	605.00.7500.460.60011	253.06
HILLYARD INC	107883	6830581	SUPPLIES-JANITOR/CLEANING	605.00.7500.460.60011	166.02
CULLIGAN	107986	7/31/11-03	SUPPLIES-JANITOR/CLEANING	605.00.7500.460.60011	108.61
CUSTOM HEADSETS, INC	107988	47201	SM TOOLS & MISC EQUIPMENT	605.00.7500.460.60040	303.53
NEOPOST	108036	13505538	SUPPLIES - OTHER	605.00.7500.460.60065	478.80
Fund 605 - CITY FACILITIES Total:					5,519.08
Fund: 606 - TECHNOLOGY FUND					
IDEAL SYSTEM SOLUTIONS, INC.	108003	25323	OTHER PROFESSIONAL SERVICES	606.00.1400.413.30700	770.00
LOGISOLVE LLC	108013	39908	OTHER PROFESSIONAL SERVICES	606.00.1400.413.30700	593.75
CIVICPLUS	107837	90209	OTHER PROFESSIONAL SERVICES	606.00.1400.413.30700	1,750.50
US INTERNET	108069	944075	OTHER PROFESSIONAL SERVICES	606.00.1400.413.30700	220.00
OFFICE OF ENTERPRISE TECHNOLOG	108040	DV11060392	I-NET SERVICES	606.00.1400.413.30750	311.81
CARTE GRAPH SYSTEMS	107980	R-07229	REPAIR & MAINT-OFFICE EQUIPMENT	606.00.1400.413.40044	12,125.00
TYLER TECHNOLOGIES, INC	107943	15675	COMPUTER SOFTWARE	606.00.1400.413.80620	7,471.24
TYLER TECHNOLOGIES, INC	107943	27119	COMPUTER SOFTWARE	606.00.1400.413.80620	26,451.56
TYLER TECHNOLOGIES, INC	108066	27948	COMPUTER SOFTWARE	606.00.1400.413.80620	24,948.59
TYLER TECHNOLOGIES, INC	108066	27986	COMPUTER SOFTWARE	606.00.1400.413.80620	8,474.12
Fund 606 - TECHNOLOGY FUND Total:					83,116.57
Fund: 702 - ESCROW FUND					
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11	RIVER COUNTRY COOP. - PLANNING	702.228.2282000	455.00
BARR ENGINEERING COMPANY	107976	23190218.00-191	BITUMINOUS ROADWAYS INC-PLANNIN	702.228.2282700	70.00
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11	RIVER COUNTRY COOP RG-ENG	702.228.2283100	133.00
EHLERS AND ASSOCIATES, INC.	107995	343256	MGT TIF PLAN ESCROW	702.228.2283800	973.75
KENNEDY & GRAVEN	107905	6/30/11-01	MGT TIF PLAN ESCROW	702.228.2283800	10,605.00
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11	MGT TIF PLAN ESCROW	702.228.2283800	8,680.93
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11	CAHILL LAUNDRY-ENGINEER	702.228.2284200	257.40
LILLIE SUBURBAN NEWSPAPERS	108012	7/29/11	GRACE CHURCH OF NAZARENE-PLANNII	702.228.2284900	23.00
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11	MAUER CHEVROLET -PLANNING	702.228.2285200	198.00
LILLIE SUBURBAN NEWSPAPERS	108012	7/29/11	MAUER CHEVROLET -PLANNING	702.228.2285200	23.00
CULLIGAN	107986	7/31/11-04	WATER COOLER CLUB	702.228.2286300	150.32
ARAMARK REFRESHMENT SERVICES	107815	70447	COFFEE CLUB	702.228.2286500	173.31
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11	CONCORD HILLS - PLANNING	702.228.2287300	875.00
HENNEPIN COUNTY DISTRICT COURT	107797	11408302-01	POLICE FORFEITURES	702.228.2291000	50.00
SCOTT COUNTY CLERK OF COURT	107800	2011001054	POLICE FORFEITURES	702.228.2291000	325.00
CLERK OF COURT	107838	201152861	POLICE FORFEITURES	702.228.2291000	180.00
CLERK OF COURT	107984	201153030	POLICE FORFEITURES	702.228.2291000	1,000.00
STEARNS COUNTY I.S. DEPARTMENT	107802	CR112214	POLICE FORFEITURES	702.228.2291000	200.00
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11	ARGENTA HILLS 2ND ADDN-PL	702.228.2291700	133.00
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11	ARGENTA HILLS 2ND ADDN-PL	702.228.2291700	4,494.00
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11	LUTHER COMPANY LLLP-ENGR	702.228.2292600	838.20
LILLIE SUBURBAN NEWSPAPERS	108012	7/29/11	PAUL MASON LLC -PLANNING	702.228.2293200	23.00
CENTRAL LANDSCAPING	107835	8/8/11	WATER HYD. USE PERMIT DEP	702.228.2294300	781.91
LEVANDER, GILLEN & MILLER P.A.	108008	7/29/11	J JOHNSON INC-PLANNING	702.228.2297800	121.00
PREMIER LAND AND PROPERTIES	108047	10/12/11	FINAL GRADING ESCROWS	702.228.2299800	2,500.00
Fund 702 - ESCROW FUND Total:					33,263.82
Fund: 703 - LANDFILL ABATEMENT					
BARR ENGINEERING COMPANY	107976	23190218.00-190	ENGINEERING CONSULTANTS	703.43.5500.446.30300	376.00
BARR ENGINEERING COMPANY	107976	23190218.00-191	ENGINEERING CONSULTANTS	703.43.5500.446.30300	614.00
BARR ENGINEERING COMPANY	107976	23190218.00-192	ENGINEERING CONSULTANTS	703.43.5500.446.30300	1,454.00
BARR ENGINEERING COMPANY	107976	23190218.00-193	ENGINEERING CONSULTANTS	703.43.5500.446.30300	2,161.00
Fund 703 - LANDFILL ABATEMENT Total:					4,605.00
Grand Total:					2,238,658.05

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Compensating Change Order, Final Pay Request No. 8 and Resolution Accepting the Work for– Rock Island Swing Bridge Project (City Project 2009-24)

Meeting Date: August 22, 2011
Item Type: Consent 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 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 pay request No. 8 (Final) in the amount of \$183,014.47 for the Rock Island Swing Bridge Project – 2009-24 which includes a final compensating change in the contract of \$210.61. Additionally, you are asked to pass the attached resolution accepting the work.

SUMMARY

The City Council approved hiring Lametti & Sons Inc. on March 22, 2010 to construct the Rock Island Swing Bridge Recreational Pier project. The contractor is requesting payment of work completed to date. The final payment includes a compensating change in the final contract amount of \$210.61 for actual quantities which brings the final contract amount to \$1,939,401.95.

FINAL COMPENSATING CHANGE ORDER NO 3

**Rock Island Swing Bridge Project
City Project 2009-24**

Owner	City of Inver Grove Heights 8150 Barbara Ave Inver Grove Heights MN 55077	Date of Issuance	August 18, 2011
Contractor	Lametti & Sons, Inc. 16028 Forest Blvd. N. Hugo, MN 55038		
Purpose of Change Order	Final compensation amount to balance the work completed and total payments made to contractor. Accounts for miscellaneous increase and decreases of quantities in final contract pay voucher.		
Original Contract Price	\$1,877,732.00		
Previous Change Orders	\$61,459.34		
Contract Price Prior to this Change Order	\$1,939,191.34		
Net Increase of this Change Order	\$210.61		
Contract Price with all Approved Change Orders	\$1,939,401.95		



Approved by Eric Carlson

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAYMENT VOUCHER

Final NO. 8
DATE: July 1, 2011
PERIOD ENDING: May 31, 2011
CONTRACT: Rock Island Swing Bridge – City Project 2009-24
PROJECT NO: 2009-24

TO: Lametti & Sons, Inc.
16028 Forest Blvd. N.
Hugo, MN 55038

A. Original Contract Amount.....\$1,877,732.00
B. (Change Order No. 1, approved June 14, 2010) \$41,782.84
(Change Order No. 2 approved September 13, 2010) \$4,825.00
(Change Order No. 3 approved May 9, 2011) \$14,851.50
(Final Compensating Change).....\$210.61
C. Total Deductions NA
D. TOTAL CONTRACT AMOUNT \$1,939,401.95
E. TOTAL VALUE OF WORK TO DATE \$1,939,401.95
F. LESS RETAINED 5% \$0
G. Less Previous Payment.....\$1,756,387.48
H. TOTAL APPROVED FOR PAYMENT THIS VOUCHER.....\$183,014.47
I. TOTAL PAYMENTS INCLUDING THIS VOUCHER.....\$1,939,401.95

APPROVALS:

Pursuant to our field observations, I hereby recommend for payment the above stated amount for work performed through August 18, 2011.

Signed by: 

8-17-11
Date

Signed by: _____
George Tourville, Mayor

Date

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

RESOLUTION NO. _____

**RESOLUTION ACCEPTING WORK FROM LAMETTI & SONS INC.
FOR A TOTAL FINAL PAYMENT OF \$183,014.47**

**ROCK ISLAND SWING BRIDGE PROJECT
CITY PROJECT 2009-24**

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated March 31, 2010, Lametti & Sons Inc., 16028 Forest Blvd N., Hugo MN 55038, satisfactorily completed improvements.

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

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

Adopted by the City Council of Inver Grove Heights this 22nd day of August 2011.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 4, Final Report, and Resolution Accepting Work for Re-roof of City Hall

Meeting Date: August 22, 2011
Item Type: Consent
Contact: JTeppen, Asst City Admin
Prepared by:
Reviewed by:

JB

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 Final Compensating Change Order No. 1, Final Pay Voucher no. 4, Final Report, and Resolution Accepting Work for the re-roof of City Hall.

SUMMARY The contractor has completed the work through July 31, 2011, in accordance with the contract plan and specifications. The Final Compensating Change Order, in the amount of -\$2,360.00 is to balance the final contract amount with the final work completed to date.

I recommend approval of the Final Compensating Change Order in the amount of -2,360.00 (for a final contract amount of 131,640.00), Final Pay Voucher No. 4 in the amount of \$4,340, acceptance of the Final Report, and approval of the Resolution Accepting Work for the re-roof of City Hall.

Attachments

CHANGE ORDER

OWNER X
 ARCHITECT X
 CONTRACTOR X
 FIELD
 OTHER

JUL 20 2011

AIA DOCUMENT G701

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

PROJECT:
Inver Grove Heights City Hall Reroofing
8150 Barbara Avenue
Inver Grove Heights, MN 55077

CHANGE ORDER NO.: **One (001)**
 DATE: **27 June 2011**

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

ARCHITECT'S PROJECT #: **1643.01**
 CONTRACT DATE: **February 9, 2011**
 CONTRACT FOR: **Reroofing and Flashing**

The contract is changed as follows:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

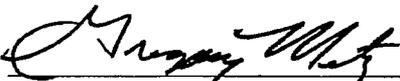
The original Contract Sum was	\$134,000.00
Net change by previously authorized Change Orders	\$0.00
The Contract Sum prior to this Change Order was	\$134,000.00
The Contract Sum will be decreased by this change order in the amount of	\$2,360.00
The new Contract Sum including this Change Order will be	\$131,640.00

The Contract time will be unchanged.

The date of Substantial Completion as of the date of this Change Order therefore is March 15, 2011.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER:

ARCHITECT	CONTRACTOR	OWNER
Boarman Kroos Vogel Group, Inc.	B & B Sheet Metal and Roofing	City of Inver Grove Heights
Address	Address	Address
222 N. 2nd Street	210 Centennial Drive	8150 Barbara Avenue
Minneapolis, MN 55401	Buffalo, MN 55313	Inver Grove Heights, MN 55077
BY Greg Metz	BY	BY Jenelle Teppen
		
DATE 6/28/2011	DATE 7/7/11	DATE 7.15.11

AIA DOCUMENT G701 * CHANGE ORDER * 2001 EDITION * AIA - COPYRIGHT 2001 *

THE AMERICAN INSTITUTE OF ARCHITECT'S, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006-5292

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CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAYMENT VOUCHER

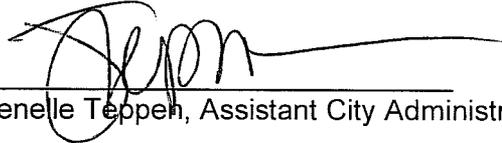
ESTIMATE NO: 4 (Four)
DATE: August 22, 2011
PERIOD ENDING: July 31, 2011
CONTRACT: Re-Roofing Project
PROJECT NO: 2008-18 – Public Safety Addition/City Hall Renovation

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\$2,360.00
Total Contract Amount\$131,640.00
Total Value of Work to Date \$131,640.00
Less Retained (5%)\$0.00
Less Previous Payment\$127,300
Total Approved for Payment this Voucher \$4,340.00
Total Payments including this Voucher \$131,640.00

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 July 31, 2011.

Signed by:  _____ August 22, 2011
Jenelle Teppen, Assistant City Administrator

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

Signed by: _____ August 22, 2011
George Tourville, Mayor

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

REPORT OF FINAL ACCEPTANCE

RE-ROOF OF CITY HALL

August 22, 2011

TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have received the work under contract to B & B Sheetmetal and Roofing, Inc.. The work consisted of a new roof on the existing City Hall.

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

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

ORIGINAL CONTRACT PRICE	\$134,000
CHANGE ORDER (Deduction)	(\$2,360)
FINAL CONTRACT AMOUNT	\$131,640
FINAL VALUE OF WORK	\$131,640
PREVIOUS PAYMENTS	\$127,300
BALANCE DUE	\$4,340

Sincerely,



Jenelle Teppen
Assistant City Administrator

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

**RESOLUTION ACCEPTING WORK OF B & B SHEETMETAL AND ROOFING, INC. AND
AUTHORIZING FINAL PAYMENT IN THE AMOUNT OF \$4,340.00**

RE-ROOF OF CITY HALL

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated January 24, 2011, B & B Sheetmetal and Roofing, Inc. satisfactorily completed the re-roof of City Hall.

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

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

Adopted by the City Council of Inver Grove Heights this 22nd day of August 2011.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy Clerk

Application and Certificate for Payment

TO OWNER: CITY OF INVER GROVE HEIGHTS PROJECT: INVER GROVE HEIGHTS CITY HALL APPLICATION NO. 4-RETAINAGER
 8150 BARBARA AVE. 8150 BARBARA
 INVER GROVE HEIGHTS, MN. 55077

FROM CONTRACTOR: B&B SHEETMETAL & ROOFING, INC.,
 210 CENTENNIAL DRIVE 222 N. 2ND STREET
 BUFFALO, MN., 55313 MPLS, MN. 55401

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 \$ -2,360.00
 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 131,640.00
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 131,640.00
 5. RETAINAGE:
 - a. % of Completed Work (Columns D + E on G703) \$.00
 - b. % of Stored Material (Column F on G703) \$.00
- Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$.00

6. TOTAL EARNED LESS RETAINAGE \$ 131,640.00
(Line 4 minus Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 127,300.00
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 4,340.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$.00
(Line 3 minus Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$.00	\$.00
Total approved this month	\$.00	\$ -2,360.00
TOTAL	\$	\$ -2,360.00
NET CHANGES by Change Order	\$	\$ -2,360.00

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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Distribution to: OWNER ARCHITECT CONTRACTOR FIELD OTHER

PERIOD TO: 07-31-11

CONTRACT FOR: RE-ROOFING PROJECT

CONTRACT DATE: 02-09-11

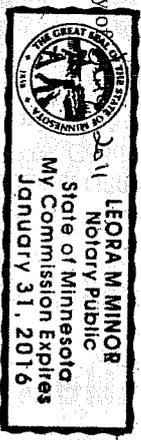
PROJECT NOS: / /

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: B&B Sheet Metal Date: 7/25/11

State of: Minnesota
 County of: Wright
 Subscribed and sworn to before me this 25th day of July 2011

Notary Public: Leora M Minor
 My commission expires: 1/31/14



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 4,340.00

(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: [Signature] Date: 8/1/2011

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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

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

Meeting Date: August 22, 2011
 Item Type: Consent *PK*
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Michael R. Edwards, Sr. Engr. Tech.
 Reviewed by: Scott D. Thureen, Public Works Director *SAT JS*

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

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

SUMMARY

The project was awarded on June 27, 2011 to Ace Blacktop, Inc. in the amount of \$407,527.86.

The contractor has completed the work in accordance with contract plans and specifications. A 5% retainage is being held until the project is completed.

I recommend approval of Pay Voucher No. 1 in the amount of \$147,422.90 for City Project No. 2010-09I – Blaine Avenue Mill and Repave.

TJK/kf

Attachments: Pay Voucher No. 1

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO. 1 (One)
DATE: August 22, 2011
PERIOD ENDING: August 15, 2011
CONTRACT: 2010-09I- Blaine Avenue Mill and Repave
PROJECT NO: City Project No. 2010-9I

TO: Ace Blacktop, Inc.
7280 Dickman Trail
Inver Grove Heights, MN 55076

A. Original Contract Amount..... \$407,527.86
B. Total Addition (Change Order No. 1)..... \$0.00
C. Total Deductions \$0.00
D. Total Contract Amount \$407,527.86
E. Total Value of Work to Date \$155,182.00
F. Less Retained (5%) \$7,759.10
G. Less Previous Payment \$0.00
H. Total Approved for Payment this Voucher..... \$147,422.90
I. Total Payments Including this Voucher..... \$147,422.90

APPROVALS:

Pursuant to our field observations, I hereby recommend for payment the above stated amount for work performed through August 15, 2011.

Signed by:  _____
Date _____

Signed by: _____
Date _____

Signed by: _____
George Tourville, Mayor Date _____

PAYMENT # 1
 CITY PROJECT NO. 2010-091
 BLAINE AVENUE FULL DEPTH MILL AND REPAVE PROJECT (NORTH AREA)

8/15/2011

BASE BID		DESCRIPTION	UNIT	CONTRACT	QUANTITY TO DATE	CONTRACT UNIT PRICE	TOTAL ESTIMATED COST	TOTAL CONTRACT COST
ITEM NO.	MN/DOT NO.							
1	2021.501	MOBILIZATION	LS	1.0	0.5	\$3,500.00	\$3,500.00	\$ 1,750.00
2	2104.501	REMOVE CURB AND GUTTER	LF	670	232	\$4.60	\$3,082.00	\$ 1,067.20
3	2104.505	REMOVE CONCRETE SIDEWALK	SY	100	161	\$5.60	\$560.00	\$ 901.60
4	2104.505	REMOVE BITUMINOUS PATH PAVEMENT	SY	43	0	\$5.00	\$215.00	\$ -
5	2104.505	REMOVE CONCRETE PAVEMENT	SY	50	0	\$7.40	\$370.00	\$ -
6	2104.505	SUBGRADE CORRECTION (CV)	CY	310	81	\$15.00	\$4,650.00	\$ 1,215.00
7	2112.501	SUBGRADE PREPARATION	RS	27	27	\$135.00	\$3,645.00	\$ 3,645.00
8	2105.526	SELECT TOPSOIL BORROW (LV)	CY	15		\$25.00	\$375.00	\$ -
9	2123.601	STREET SWEEPER WITH PICKUP BROOM	HR	14		\$110.00	\$1,540.00	\$ -
10	2211.501	AGGREGATE BASE, CLASS 5 (100% CRUSHED LIMESTONE)	TON	725	1017	\$12.00	\$8,700.00	\$ 12,204.00
11	2232.501	MILL BITUMINOUS SURFACE (FULL DEPTH)	SY	15,535	14,331	\$1.40	\$21,749.00	\$ 20,063.40
12	2360.501	TYPE SP 19.0 NON-WEARING COURSE (3,B)	TON	1,879	1,690	\$45.55	\$85,588.45	\$ 76,966.75
13	2360.501	TYPE SP 19.0 NON WEARING COURSE (3,C)	TON	1,879		\$52.00	\$97,708.00	\$ -
14	2360.502	TYPE SP 12.5 WEARING COURSE (3,C)	TON	1,879		\$53.65	\$100,808.35	\$ -
15	2360.502	TYPE SP 9.5 WEARING COURSE MIXTURE FOR PATHS, (2,B) (2.5")	SY	20	0	\$20.00	\$400.00	\$ -
16	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	1,554		\$2.75	\$4,273.50	\$ -
17	2502.541	4" PERF PVC PIPE DRAIN	LF	120	90	\$37.50	\$4,500.00	\$ 3,375.00
18	2502.602	CORE CUT DRAIN TILE INTO EXISTING STORM STRUCTURE	EA	2	2	\$463.50	\$927.00	\$ 927.00
19	2504.602	ADJUST GATE VALVE	EA	22		\$175.00	\$3,850.00	\$ -
20	2506.522	ADJUST FRAME & RING CASTING (NEW RINGS)	EA	20		\$550.00	\$11,000.00	\$ -
21	2503.602	FURNISH AND INSTALL EXTERNAL CHIMNEY SEAL	EA	8		\$250.00	\$2,000.00	\$ -
22	2521.501	4" CONCRETE WALK	SF	900	1,645	\$3.45	\$3,105.00	\$ 5,675.25
23	2521.501	4' CONCRETE WALK (MEDIAN NOSE)	EA	1	2	\$180.25	\$180.25	\$ 360.50
24	2531.501	CONCRETE CURB & GUTTER DESIGN B418 (HAND POUR)	LF	100	80	\$14.68	\$1,468.00	\$ 1,174.40
25	2531.501	CONCRETE CURB & GUTTER DESIGN B618 (HAND POUR)	LF	670	232	\$14.94	\$10,009.80	\$ 3,466.08
26	2531.602	PEDESTRIAN CURB RAMP WITH TRUNCATED DOMES (TYPE SIDEWALK)	EA	5	7	\$257.50	\$1,287.50	\$ 1,802.50
27	2531.602	PEDESTRIAN CURB RAMP WITH TRUNCATED DOMES (TYPE BIKE PATH)	EA	1	1	\$396.55	\$396.55	\$ 396.55
28	2531.604	6" CONCRETE FLATWORK	SY	50		\$41.25	\$2,062.50	\$ -
29	2563.602	TRAFFIC CONTROL	LS	1	0.5	\$4,635.00	\$4,635.00	\$ 2,317.50
30	2564.602	SALVAGE AND RE-INSTALL SIGN	EACH	2		\$180.25	\$360.50	\$ -
31	2564.602	INSTALL SIGN	EA	2		\$154.50	\$309.00	\$ -
32	2582.501	PAVEMENT MESSAGE (RIGHT ARROW) LATEX	EA	2		\$51.50	\$103.00	\$ -
33	2582.502	LINEAR MARKINGS 4" WIDTH LATEX SOLID WHITE	LF	5710		\$0.16	\$913.60	\$ -
34	2582.502	LINEAR MARKINGS 9" WIDTH LATEX SOLID YELLOW	LF	40		\$3.09	\$123.60	\$ -
35	2582.502	LINEAR MARKINGS 4" LATEX SOLID DOUBLE YELLOW	LF	3127		\$0.36	\$1,125.72	\$ -
36	2582.502	LINEAR MARKINGS 24" LATEX SOLID YELLOW	LF	108		\$3.09	\$333.72	\$ -
37	2582.503	CROSSWALK MARKING-PAINT	SF	130		\$0.98	\$127.40	\$ -
38	2575.605	SEEDING, MNDOT MIX NO. 250	SY	150		\$1.50	\$225.00	\$ -
39	SPECIAL	IRRIGATION ALLOWANCE	LS	1		\$0.00	\$2,000.00	\$ -
40	SPECIAL	WATER USAGE ALLOWANCE	LS	1		\$0.00	\$500.00	\$ -
SUBTOTAL BASE BID							\$ 388,707.44	\$ 137,307.73

ALTERNATE 1		DESCRIPTION	UNIT	CONTRACT	QUANTITY TO DATE	CONTRACT UNIT PRICE	TOTAL ESTIMATED COST	TOTAL CONTRACT COST
ITEM NO.	MN/DOT NO.							
1	2105.505	REMOVE CONCRETE SIDEWALK	SY	375	392	\$5.60	\$2,100.00	\$ 2,195.20
2	2105.501	COMMON EXCAVATION (P)	CY	150	150	\$9.50	\$1,425.00	\$ 1,425.00
3	2105.526	SELECT TOPSOIL BORROW (LV)	CY	20		\$25.00	\$500.00	\$ -
4	2211.501	AGGREGATE BASE, CLASS 5 (100% CRUSHED LIMESTONE)	TON	160	126	\$12.00	\$1,920.00	\$ 1,512.00
5	2521.501	6" CONCRETE WALK (6' WIDE)	SF	3372	3387	\$3.61	\$12,172.92	\$ 12,227.07
6	2531.602	PEDESTRIAN CURB RAMP WITH TRUNCATED DOMES (TYPE SIDEWALK)	EA	2	2	\$257.50	\$515.00	\$ 515.00
7	2575.605	SEEDING, MNDOT MIX NO. 250	SY	125		\$1.50	\$187.50	\$ -
SUBTOTAL ALT #1							\$18,820.42	\$ 17,874.27

TOTAL ESTIMATED COST	TOTAL CONTRACT COST
\$ 407,527.86	\$ 155,182.00

CONTRACT WORK COMPLETED	\$ 155,182.00
RETAINAGE (5%)	\$ 7,759.10
PREVIOUS PAYMENTS	\$ -

AMOUNT DUE PAYMENT #1 \$ 147,422.90

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 1 for City Project No. 2011-09A – Cracksealing

Meeting Date: August 22, 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
 SM CS

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

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 1 for City Project No. 2011-09A – Cracksealing.

SUMMARY

The improvements were ordered as part of the 2011 Pavement Management Program. The contract was awarded in the amount of \$157,415.00 to Fahrner Asphalt on June 13, 2011 for City Project No. 2011-09A – Cracksealing.

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

I recommend approval of Pay Voucher No. 1, in the amount of \$138,134.75, for City Project No. 2011-09A – Cracksealing.

TJK/kf
 Attachments: Pay Voucher No. 1

CONSTRUCTION PAYMENT VOUCHER

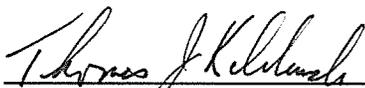
ESTIMATE NO: One (1)
DATE: August 22, 2011
PERIOD ENDING: July 31, 2011
CONTRACT: 2011 Pavement Management Program
PROJECT NO: 2011-09A Cracksealing

TO: Fahrner Asphalt Sealers
P.O. Box 659
Eau Claire, WI 54702

Original Contract Amount \$157,415.00
Total Addition (Change Order No. 1) \$7,200.00
Total Deduction \$0.00
Total Contract Amount..... \$164,615.00
Total Value of Work to Date..... \$145,405.00
Less Retained (5%) \$7,270.25
Less Previous Payment..... \$0.00
Total Approved for Payment this Voucher..... \$138,134.75
Total Payments including this Voucher \$138,134.75

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above-stated amount for work performed through July 31, 2011.

Signed by:  August 15, 2011
Thomas J. Kaldunski, City Engineer

Signed by: _____
Fahrner Asphalt Sealers Date _____

Signed by: _____
George Tourville, Mayor August 22, 2011

PAYMENT #1

8/22/2011

2011 PAVEMENT MANAGEMENT PROGRAM
 JOINT AND CRACKSEALING PROJECT
 City Project # 2011-09A

Fahrner Asphalt Sealers

BASE BID

Item No.	Item Description	Unit	Contract Quantity	Quantity to Date	Contract Unit Price	Total Estimated Cost	Contract Cost to Date
1	F & I CRACK SEALANT	STA	703	693	\$ 145.00	\$ 101,935.00	\$ 100,485.00
2	STREET SWEEPING	HR	80		\$ 85.00	\$ 6,800.00	\$ -
3	TRAFFIC CONTROL	LS	1	1	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
Total Base Bid:						\$ 115,735.00	\$ 107,485.00

BID ALTERNATE 1

Item No.	Item Description	Unit	Contract Quantity	Quantity to Date	Contract Unit Price	Total Estimated Cost	Contract Cost to Date
1	F & I CRACK SEALANT	STA	78	72	\$ 485.00	\$ 37,830.00	\$ 34,920.00
2	STREET SWEEPING	HR	10		\$ 85.00	\$ 850.00	\$ -
3	TRAFFIC CONTROL	LS	1	1	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Total Bid Alternate 1:						\$ 41,680.00	\$ 37,920.00

Original Contract Amount:	\$ 157,415.00	
Change Order No. 1:	\$ 7,200.00	
Current Contract Amount:	\$ 164,615.00	
Contract Work Completed to Date:		\$145,405.00
Retainage (5%):		\$7,270.25
Previous Payments:		\$0.00
Amount Due This Payment #1:		\$138,134.75

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 1 for City Project No. 2011-09B – Sealcoating

Meeting Date: August 22, 2011
 Item Type: Consent *TJK*
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director *SAT*

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: Pavement Management Fund, 402 Park Fund

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 1 for City Project No. 2011-09B – Sealcoating.

SUMMARY

The improvements were ordered as part of the 2011 Pavement Management Program. The contract was awarded in the amount of \$255,617.59 to Pearson Brothers on June 13, 2011 for City Project No. 2011-09B – Sealcoating.

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

I recommend approval of Pay Voucher No. 1, in the amount of \$237,921.56, for City Project No. 2011-09B – Sealcoating.

TJK/kf
 Attachments: Pay Voucher No. 1

PAYMENT #1

8/22/2011

**2011 PAVEMENT MANAGEMENT PROGRAM
SEALCOAT PROJECT
City Project # 2011-09B**

Pearson Brothers

BASE BID

Item No.	Item Description	Unit	Contract Quantity	Quantity to Date	Contract Unit Price	Total Estimated Cost	Contract Cost to Date
1	Street Sweeping	Hours	80		\$ 65.00	\$ 5,200.00	\$ -
2	Seal Coating (FA-2 Class A)	SY	161,113	156075	\$ 1.13	\$ 182,057.69	\$ 176,364.75
3	Seal Coat Aggregate (FA-3 Class A)	SY	22,770	22000	\$ 1.20	\$ 27,324.00	\$ 26,400.00
4	Pavement Message (Left Arrow) Latex	EA	2		\$ 70.00	\$ 140.00	\$ -
5	Pavement Message (Right/Thru Arrow) Latex	EA	1		\$ 95.00	\$ 95.00	\$ -
6	Linear Markings 4" Width Latex Solid White	LF	11,634		\$ 0.11	\$ 1,279.74	\$ -
7	Linear Markings 4" Width Latex Broken Yellow	LF	0		\$ -	\$ -	\$ -
8	Linear Markings 12" Width Latex Solid White	LF	280		\$ 2.50	\$ 700.00	\$ -
9	Linear Markings 24" Width Latex Solid White	LF	40		\$ 2.80	\$ 112.00	\$ -
10	Linear Markings 24" Width Latex Solid Yellow	LF	84		\$ 2.20	\$ 184.80	\$ -
11	Linear Markings 4" Latex Solid Double Yellow	LF	9,439		\$ 0.24	\$ 2,265.36	\$ -
12	Traffic Control	LS	1	1	\$ 2,900.00	\$ 2,900.00	\$ 2,900.00
Total Base Bid:						\$ 222,258.59	\$ 205,664.75

BID ALTERNATE 1 (RICH VALLEY PARK PARKING LOTS)

Item No.	Item Description	Unit	Contract Quantity	Quantity to Date	Contract Unit Price	Total Estimated Cost	Contract Cost to Date
1	Seal Coating (FA-2 Class A)	SY	25,300	25300	\$ 1.13	\$ 28,589.00	\$ 28,589.00
2	Pavement Message (Handicap Parking) Latex	EA	6		\$ 70.00	\$ 420.00	\$ -
3	Linear Markings 4" Width Latex Solid White	LF	14,500		\$ 0.30	\$ 4,350.00	\$ -
Total Bid Alternate 1:						\$ 33,359.00	\$ 28,589.00

Note: Bid Alternate 1 is funded by the Park Fund.

Original Contract Amount:	\$ 255,617.59	
Change Order No. 1:	\$ 20,428.70	\$16,190.00
Current Contract Amount:	\$ 276,046.29	
Contract Work Completed to Date:		\$250,443.75
Retainage (5%):		\$12,522.19
Previous Payments:		\$0.00
Amount Due This Payment #1:		\$237,921.56

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No. 2 and Pay Voucher No. 2 for City Project No. 2011-09D – South Grove Urban Street Reconstruction – Area 6

Meeting Date: August 22, 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
 SAK CS

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: Pavement Management Fund, Special Assessments, MSA Funds, Water Fund, Sewer Fund, 402 Park Fund

PURPOSE/ACTION REQUESTED

Consider Change Order No. 2 and Pay Voucher No. 2 for City Project No. 2011-09D – South Grove Urban Street Reconstruction – Area 6.

SUMMARY

The improvements were ordered as part of the 2011 Pavement Management Program. The contract was awarded in the amount of \$2,661,044.70 to S. M. Hentges and Sons, Inc., on May 9, 2011 for City Project No. 2011-09D South Grove Urban Street Reconstruction, Area 6.

Change Order No. 2, in the amount of \$8,409.00, is for 2 items as follows: 1. Additional excavation and rework of base aggregate to field-modify Dawn Avenue sidewalk to flatten slopes of the sidewalk and the boulevards; and 2. Installation of drain tile at low points on Dawn Avenue in accordance with State-Aid standards. These items are being funded by the project contingency. The contractor has completed the work through July 31, 2011 in accordance with the contract plans and specifications. A five (5) percent retainage will be maintained until the project is completed.

I recommend approval of Change Order No. 2 in the amount of \$8,409.00 (for a revised contract amount of \$2,678,587.23), and approval of Payment Voucher No. 2 in the amount of \$513,113.95 for work on City Project No. 2011-09D – South Grove Urban Street Reconstruction Area 6.

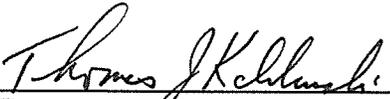
TJK/kf
 Attachments: Change Order No. 2
 Pay Voucher No. 2

CHANGE ORDER NO. 2

**2011 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2011-09D
URBAN STREET RECONSTRUCTION – SOUTH GROVE AREA 6**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: August 12, 2011
Contractor: S.M. Hentges and Sons, Inc. 650 Quaker Ave. Jordan, MN 55352	Engineer: City Engineer
<p><u>PURPOSE OF CHANGE ORDER</u></p> <p>See attached.</p>	
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$2,661,044.70	Original Contract Time:
Previous Change Orders \$9,133.53	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$2,670,178.23	Contract Time Prior to this Change Order
Net Increase of this Change Order \$8,409.00	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$2,678,587.23	Contract Time with Approved Change
Recommended By:  Nick Hahn, Engineering Technician	Approved By: _____ S.M. Hentges and Sons, Inc.

Approved By:



 Thomas J. Kaldunski, City Engineer

Approved By:

 George Tourville, Mayor

Date of Council Action:

August 22, 2011

ATTACHMENT TO CHANGE ORDER NO. 2

**CITY PROJECT NO. 2011-09D – URBAN STREET RECONSTRUCTION
SOUTH GROVE AREA 6**

Description of Changes:

Dawn Avenue Sidewalk Grade Changes

Dawn Avenue sidewalk was field adjusted to minimize sidewalk sloping and to minimize steepness of boulevards. The best balance possible was achieved between flattening the sidewalk and avoiding disturbance to private property outside of the Dawn Avenue Right-of-Way. These improvements required additional excavation work and reworking of some of the aggregate base. This work was done as time-and-materials work with an agreed price of \$1755.00.

Total Cost of Excavation and Re-Work of the Aggregate Base = \$1755.00

Installation of Drain Tile at Low Points on Dawn Avenue

After the construction of curb and gutter, City staff directed the Contractor, per State Aid standard, to install drain tile at all low point catch basins along Dawn Avenue. The work was done at the Contract unit price for 4" Perforated PVC Pipe Drain plus time and materials for the additional process of installing the pipe behind existing curb. This work was done as time-and-materials work with an agreed price of \$6654.00.

Total Cost of Drain Tile Installation = \$6654.00

Total Cost of Revisions \$8,409.00

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Easement Encroachment Agreement for Property Located at 7239 Baldwin Avenue

Meeting Date: August 22, 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
SJK

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

PURPOSE/ACTION REQUESTED

Approve the execution of an agreement related to a homeowner's shed encroaching within a drainage and utility easement near Babcock Trail and Baldwin Avenue.

SUMMARY

The homeowners at 7239 Baldwin Avenue, Paul and Kathleen Oberg, applied for a building permit in July 2011. During the review process they requested authorization to construct a shed on a drainage and utility easement to replace a shed that had been damaged by a storm. Since the large easement contains several storm sewers, engineering staff required that an easement encroachment agreement be executed requiring the homeowner to provide access through the easement to the storm water facilities, and meet setbacks from the storm sewers and property lines as illustrated in the Agreement. The area shown in yellow is of sufficient size to accommodate the proposed 12' x 16' shed. The easement encroachment agreement will keep the homeowner in compliance with the City's Obstruction Policy for storm water facilities access. The homeowner will build the shed on skids which would allow it to be moved if the City works on the easement. The homeowners have been informed that extreme flood events may get close to the shed and they are holding the City harmless.

It is recommended that the City Council authorize the execution of the agreement as outlined in this memo.

TJK/kf
 Attachments: Agreement

**AGREEMENT RELATING TO LANDOWNER
IMPROVEMENTS WITHIN CITY EASEMENT ON
LOT 2, BLOCK 3, INVERWOOD ESTATES
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT (Agreement), made this 22nd day of August, 2011, by and between the City of Inver Grove Heights (hereafter referred to as "City"), a Minnesota municipal corporation, and by Paul E. Oberg and Kathleen A. Oberg, husband and wife (hereafter referred to as "Landowner"). 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 **Subject Land.** "Subject Land" means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on the attached Exhibit A.

1.4 **City Easement.** "City Easement" means the following easements located on the Subject Land:

The permanent drainage and utility easement located on the west side of the Subject Land dedicated on the recorded plat of Inverwood Estates, Dakota County, Minnesota.

1.5 **Landowner.** "Landowner" means Paul E. Oberg and Kathleen A. Oberg, husband and wife, and their assigns and successors in interest with respect to the Subject Land.

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 LANDOWNER:

Paul E. Oberg and Kathleen A. Oberg
7239 Baldwin Avenue
Inver Grove Heights, MN 55077

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

1.7 Landowner Improvements. “Landowner Improvements” means a shed to be constructed on the Subject Land over the City Easement on skids on top of a gravel base.

1.8 City Easement Improvements. “City Easement Improvements” means 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 Easement now or in the future.

1.9 Construction Plan. “Construction Plan” means the sketch attached as **Exhibit B** which identifies the location of the Landowner Improvements. The Construction Plan is on file with the City.

1.10 City Utility Costs. “City Utility 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 and replacement of the City’s Easement Improvements located in the City Easement and the placement of additional City Easement Improvements in the City Easement. City Utility Costs, include, without limitation: excavation costs, labor costs, costs of removing fill, costs of re-burying the City Easement Improvements, re-compacting the soils over the City Easement Improvements, restoring the City Easement area, and all engineering and attorneys’ fees incurred in connection therewith. City Utility Costs also include the costs of temporarily removing the Landowner Improvements and subsequently replacing the Landowner Improvements in the City Easement, if such costs have not already been paid by the Landowners.

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 Utility Costs if the Landowner Improvements did not exist.

1.12 Cost Differential. “Cost Differential” means the difference between the Pre-Encroachment Costs and the City Utility Costs caused by the existence of the Landowner Improvements. The City’s reasonable determination of the amount of the Cost Differential shall be binding on the Landowners. 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 Landowner is the fee title owner of the Subject Land located in Inver Grove Heights, Dakota County, Minnesota.

Recital No. 2 The City Easement is on the Subject Land. The City owns the City Easement. The City Easement Improvements are within the City Easement and future City Easement Improvements may be located within the City Easement.

Recital No. 3. Landowner has requested permission from the City to place the Landowner Improvements within the City Easement for the benefit of the Subject Land.

Recital No. 4. Subject to the terms of this Agreement, the City is willing to allow the Landowner Improvements to be placed within the within the City Easement if the following conditions are met:

- a.) The Landowner maintains the Landowner Improvements;
- b.) The Landowner agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of the existing City Easement Improvements and the placement of any future City Easement Improvements in the City Easement.
- c.) The Landowner agrees to temporarily remove the Landowner Improvements in the event the City has need to access the area where the Landowner Improvements exist in order for the City to inspect, repair, maintain, and replace the existing City Easement Improvements or construct future City Easement Improvements in the Easement Area.
- d.) The Landowner agrees to modify the Landowner Improvements if the Landowner Improvements interfere with the City Easement Improvements.

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

ARTICLE 3
AGREEMENTS

3.1 Construction And Maintenance Of Landowner Improvements. Under the terms and conditions stated herein, the Landowner, at its own cost, is hereby authorized by the City to make the Landowner Improvements within the City Easement. The Landowner Improvements shall only be placed at the location specified in the Construction Plan. The Landowner Improvements must be constructed according to the Construction Plan.

The Landowner Improvements must be constructed on skids on a gravel base per the building permit issued by the City. No fill shall be placed in the City Easement for construction of the Landowner Improvements as the location of the Landowner Improvements is in a potential flood storage area for an extreme runoff event. No driveway or other paved surface shall be constructed adjacent to the Landowner Improvements.

The Landowner shall not place any other structures, irrigation systems, buildings, fences, landscaping, trees or shrubs within the City Easement, except for the Landowner Improvements. After construction, the Landowner, at its expense, shall maintain and repair the Landowner Improvements.

The Landowner shall comply with all required City setbacks per the attached Construction Plan.

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

3.3 Continuing Right To City Easement. 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 Easement.

3.4 Subordinate Position Of Landowner Improvements. The Landowner Improvements are subordinate to the rights of the City in the City Easement and in the City Easement Improvements.

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

3.6 Landowner To Bear Cost Of Relocating Landowner Improvements. The City is responsible for the repair and maintenance of the City Easement Improvements in the City Easement.

The City may require the Landowner to temporarily remove and subsequently replace the Landowner Improvements in the City Easement in order for the City to gain access to the City Easement Improvements for the purpose of inspecting, repairing, maintaining, or replacing, the City Easement Improvements or adding future City Easement Improvements.

If the Landowner does not perform such tasks, the City may perform such tasks and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such tasks, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to perform the tasks. If the Landowner has 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 Landowner. The Landowner 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 Landowner 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 Landowner may perform the work and in such case the Landowner 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 Landowner. The Landowner 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 Differential. If a Cost Differential occurs relating to the access to or inspection, maintenance, repair or replacement of the City Easement Improvements or relating to construction of new City Easement Improvements in the future, then the Landowner shall pay the Cost Differential to the City. The Landowner must make payment for the Cost Differential within 30 days after the City has sent a written invoice for the Cost Differential to the Landowner.

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

If Landowner does not make the modifications, the City may make the modifications and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such modifications, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to make the modifications. If Landowner 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 Landowner. The Landowner 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 Landowner fails to perform their 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 Landowner 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 Subject Land 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 Landowner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Subject Land.

Further, as an alternate means of collection, if the written billing is not paid by the Landowner, the City, without notice and without hearing, may specially assess the Subject Land for the costs and expenses incurred by the City. The Landowner 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 Subject Land. The Landowner waives any appeal rights otherwise

available pursuant to Minnesota Statute § 429.081. The Landowner 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 Subject Land.

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 Landowner 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 Landowner Improvements;
- b.) Installation and maintenance of the Landowners Improvements;
- c.) Failure by the Landowner 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 Easement for Landowner Improvements.

3.12 City Duties. Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Landowner's obligations contained in Article 3 if the Landowner 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 with the Dakota County Recorder.

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

This Agreement shall also be binding upon all after-acquired rights, interests and title of the parties that may be acquired from and after the date of this Agreement.

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.

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

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
Its Mayor

ATTEST:

Melissa Rheame, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of August, 2011, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheame, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

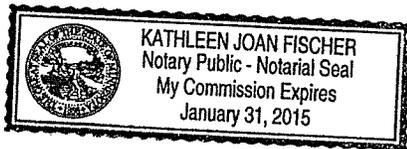
LANDOWNER

Paul E. Oberg
Paul E. Oberg

Kathleen A. Oberg
Kathleen A. Oberg

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 12th day of August, 2011, before me a Notary Public within and for said County, personally appeared Paul E. Oberg and Kathleen A. Oberg, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and they acknowledged that they executed the same as their free act and deed.



Kathleen J. Fischer
Notary Public

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

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

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT LAND

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

Lot 2, Block 3, Inverwood Estates, according to the recorded plat thereof on file and of record with the County Recorder of Dakota County, Minnesota.

EXHIBIT B
CONSTRUCTION PLAN

BALDWIN AVE

City of
Inver Grove Heights
Property Map

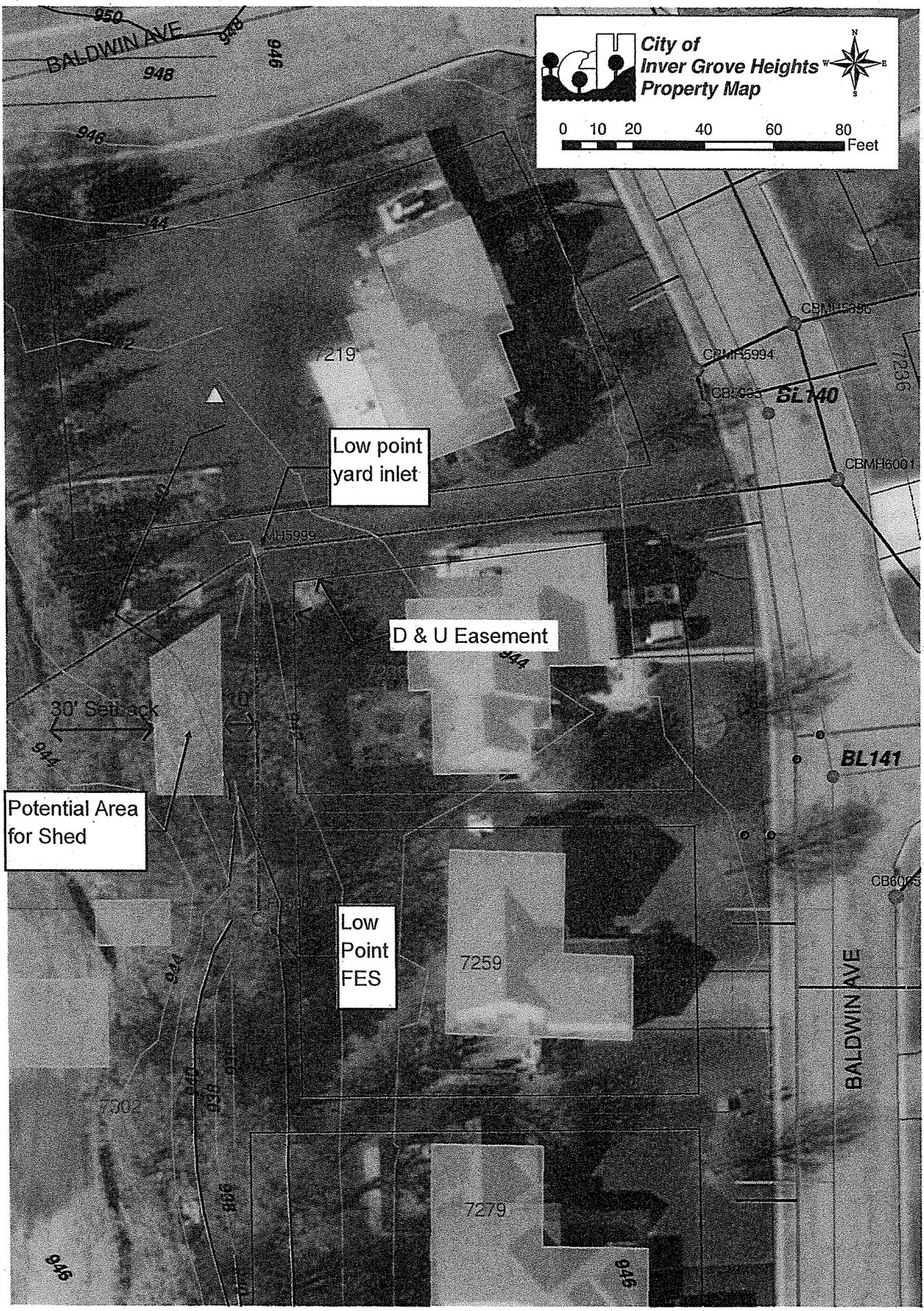
0 10 20 40 60 80 Feet

Low point
yard inlet

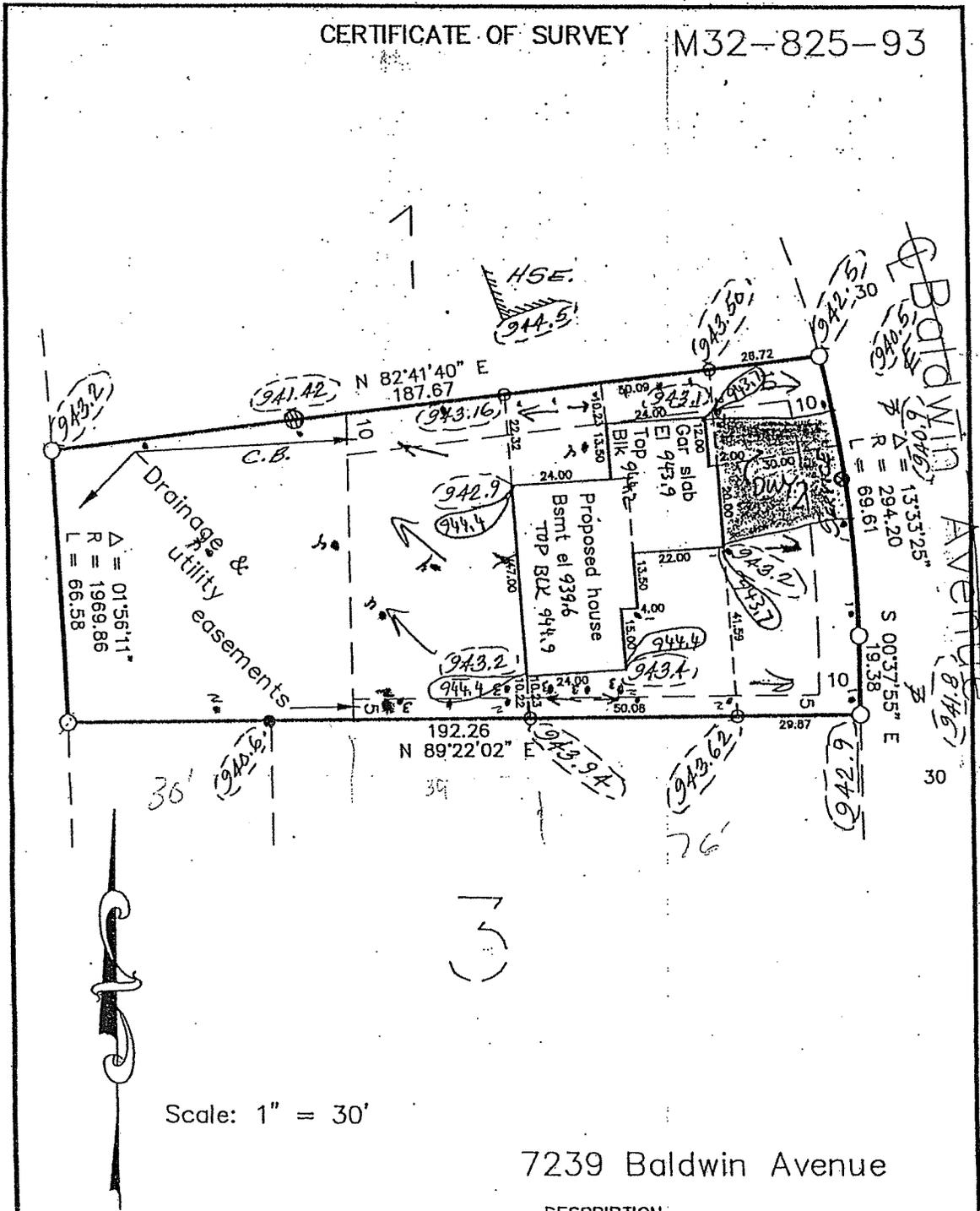
D & U Easement

Potential Area
for Shed

Low
Point
FES



CERTIFICATE OF SURVEY M32-825-93



Scale: 1" = 30'

7239 Baldwin Avenue

DESCRIPTION

Lot 2, Block 3,
INVERWOOD ESTATES
Dakota County, Minnesota

Plat bearings shown
o Denotes iron monument

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the Laws of the State of Minnesota.

Don W. Brandt
Date 21 May 1993

Reg. No. 8140

Existing Proposed

BRANDT ENGINEERING & SURVEYING

1600 West 143rd Street, Suite 206

Burnsville, MN 55337

(612) 475-1000

BALDWIN AVE
950
948
946

City of
Inver Grove Heights
Property Map

0 10 20 40 60 80 Feet

7219

Low point
yard inlet

D & U Easement

30' Setback

Potential Area
for Shed

Low
Point
FES

7259

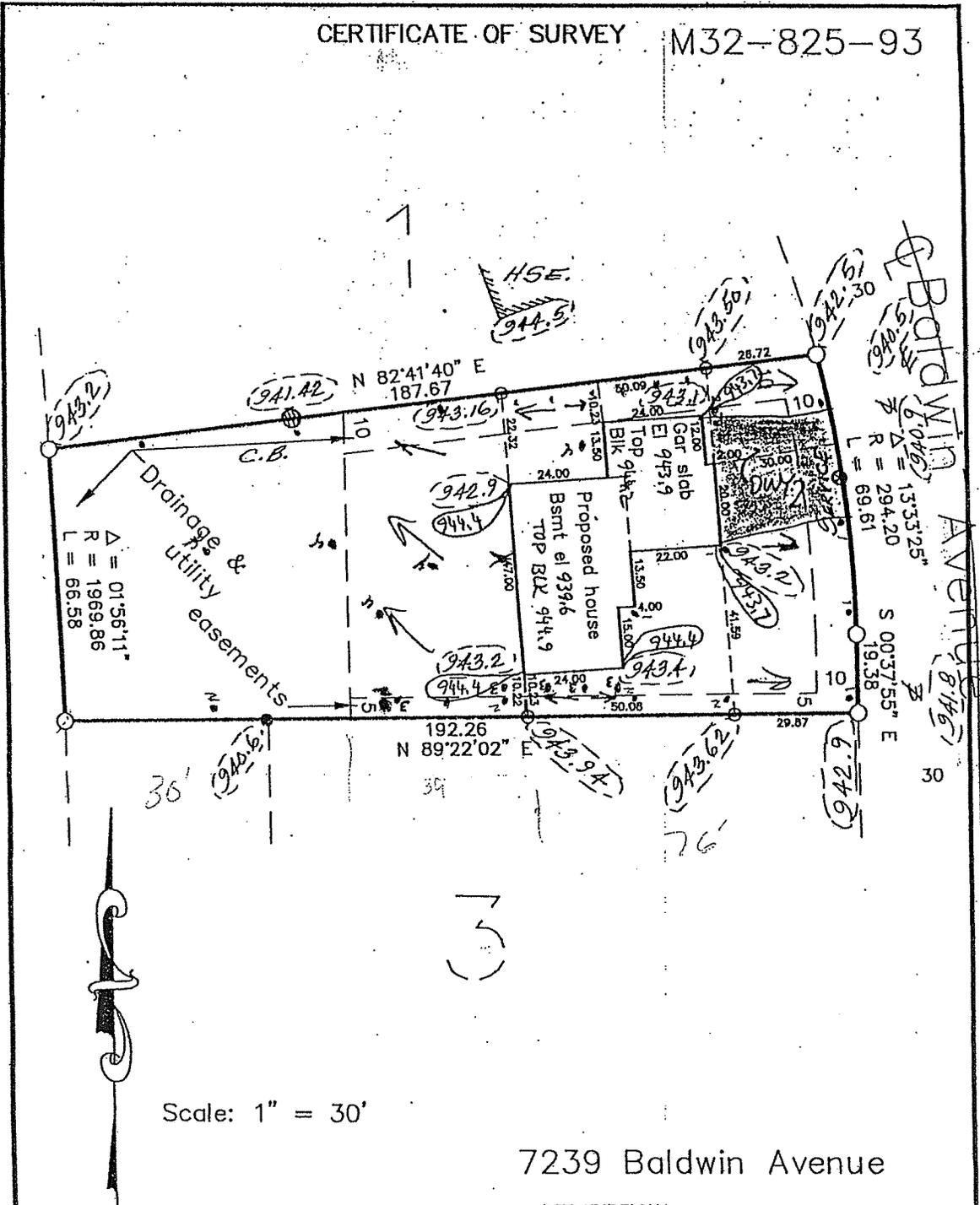
7279

BALDWIN AVE

946

946

CERTIFICATE OF SURVEY M32-825-93



Scale: 1" = 30'

7239 Baldwin Avenue

DESCRIPTION

Lot 2, Block 3,
INVERWOOD ESTATES
Dakota County, Minnesota

Plat bearings shown
o Denotes iron monument

Existing Proposed

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the Laws of the State of Minnesota.

Don W. Brandt
Date 21 May 1993 Reg. No. 8140

BRANDT ENGINEERING & SURVEYING

1600 West 143rd Street, Suite 206
Burnsville, MN 55337

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Acceptance of Quotes and Award of Contracts for the 2011 Storm Water Facility Maintenance Program – City Projects No. 2010-13 and 2011-16

Meeting Date: August 22, 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

SA

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:

Acceptance of quotes and award of contracts for the 2011 Storm Water Facility Maintenance Program – City Projects No. 2010-13 and 2011-16.

SUMMARY

The City is required by our MS4 Permit to conduct inspections of the storm water facilities in the community. Inspections were conducted which identified a number of storm water facilities (i.e. flared end sections, pond skimmers, pond inlets/outlets, etc.) which are in need of maintenance to keep the storm water management system functioning properly. The maintenance items were reviewed and two projects were selected which required heavy duty equipment that local contractors have. A map of these projects is attached. The projects were established with budgets that would allow the work to be distributed to contractors via solicited quotes. The contractors that were invited to quote include the following: Scherff, Inc. and Gartzke Construction.

The Engineering Division has reviewed the quotes received and reviewed the contractors proposed “means and methods of construction.” This maintenance program is generally occurring on public easements on private property. The contractors have been required to utilize means and methods that result in the least amount of disturbance to the adjacent residents. The work is proposed to start after August 22, 2011 and be completed by October 31, 2011.

The City has a budget of \$150,000 to complete MS4 work in 2011.

The following contractors are recommended for the 2011 storm water facility maintenance program based on their quotes and their means and methods.

<u>Project No.</u>	<u>Contractor</u>	<u>Base Quote</u>
2010-13	Gartzke	\$32,965.00
2011-16	Scherff	\$30,975.00

I recommend that the City Council adopt the resolution accepting the quotes and awarding contracts for City Projects No. 2010-13 and 2011-16. This work is funded from the Street Maintenance Division budget (101-5200-443.40-66). A third MS4 maintenance project has been developed and the quotes for that project will be brought to a subsequent Council meeting for consideration in 2011.

Attachments: Resolution
 Maps

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

**RESOLUTION ACCEPTING QUOTES AND AWARDING CONTRACTS FOR THE 2011 STORM
WATER FACILITY MAINTENANCE PROGRAM – CITY PROJECTS NO. 2010-13 AND 2011-16**

RESOLUTION NO. _____

WHEREAS, pursuant to a request for quotes for the 2011 Storm Water Facility Maintenance Program – City Projects No. 2010-13 and 2011-16, quotes were received, opened, read aloud, and tabulated according to law.

WHEREAS, Gartzke Construction is the lowest responsible bidder for City Project No. 2010-13 in the amount of \$32,965.00; and

WHEREAS, Scherff, Inc. is the lowest responsible bidder for City Project No. 2010-16 in the amount of \$30,975.00; and

**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 contracts with Gartzke Construction for City Project No. 2010-13 and Scherff, Inc. for City Project No. 2011-16 in the name of the City of Inver Grove Heights according to plans and specifications.
2. Project financing shall be provided in the Street Maintenance budget (101-5200-443.40-66).

Adopted by the City Council of Inver Grove Heights this 22nd day of August 2011.

AYES:

NAYS:

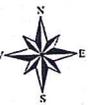
ATTEST:

George Tourville, Mayor

Melissa Rheaume, Deputy Clerk



**City of
Inver Grove Heights
Property Map**

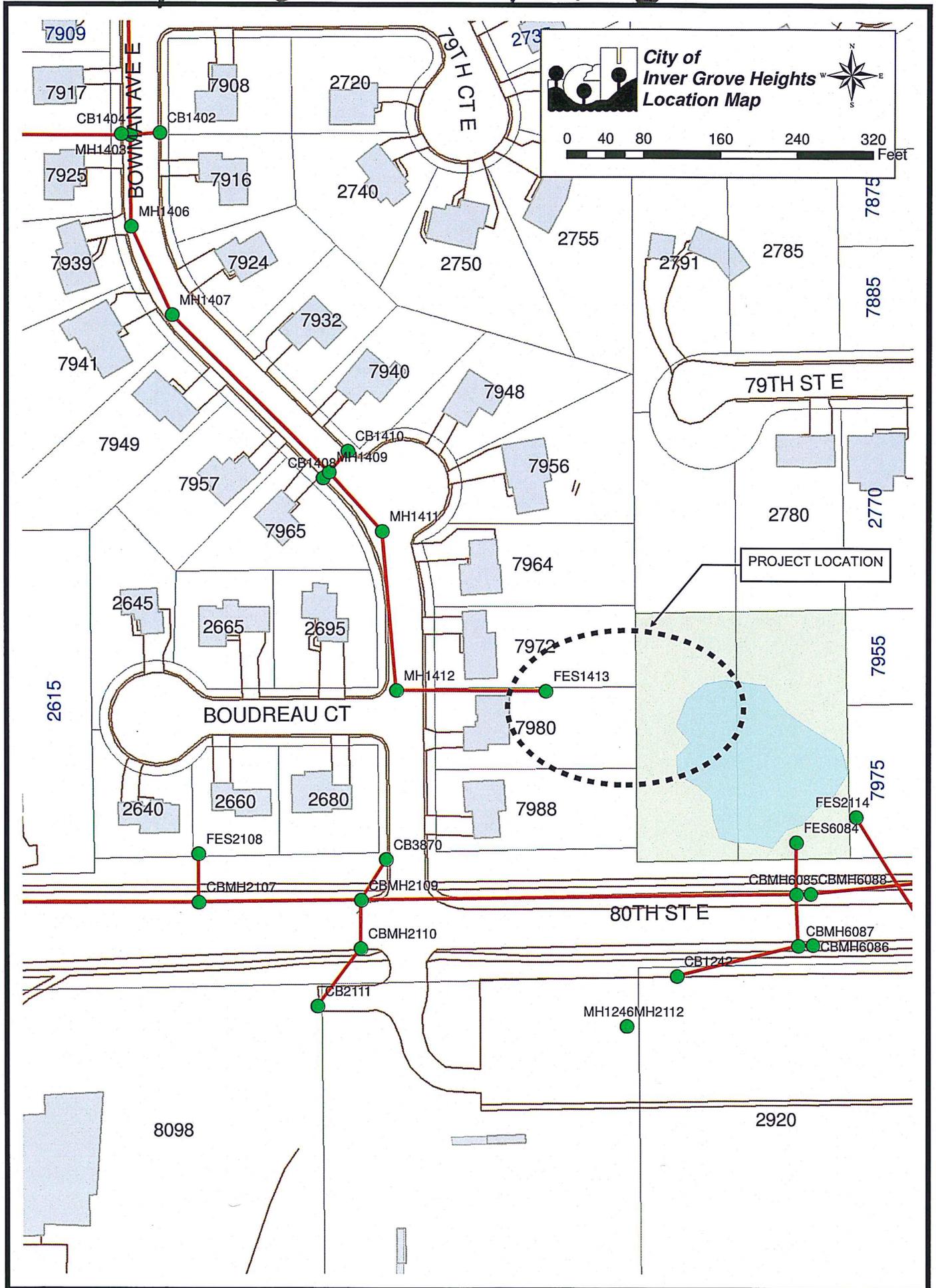


0 210 420 840 1,260 1,680 Feet



2010-13 Storm Sewer
Maintenance Project

City Project No. 2011-16



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Authorizing Staff to Enter the 2012 Fuel Consortium Purchase Program as Managed by the State of Minnesota

Meeting Date: August 22, 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 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: Amount included in proposed 2012 Budget

PURPOSE/ACTION REQUESTED

Consider resolution authorizing staff to enter the 2012 Fuel Consortium Purchase Program as managed by the State of Minnesota.

SUMMARY

The City has been invited to join the Fuel Consortium Purchase Program for 2012. We have participated in the group since 2009. Our participation has provided two benefits:

- (1) Stable pricing through the contract period, and
- (2) Cost savings as fuel prices have continued to fluctuate

I recommend approval of the resolution authorizing staff to apply for participation in the Fuel Consortium Purchase Program for 2012.

SDT/kf
Attachment: Resolution

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

**RESOLUTION AUTHORIZING STAFF TO ENTER THE 2012 FUEL CONSORTIUM
PURCHASE PROGRAM AS MANAGED BY THE STATE OF MINNESOTA**

RESOLUTION NO. _____

WHEREAS, recent dramatic fluctuations in fuel prices make it difficult to accurately budget for fuel usage; and

WHEREAS, each year since 2009, a large group of Metro area cities and counties, including the City of Inver Grove Heights, have formed a consortium to order bulk quantities of fuel at a fixed contract price for budgetary purposes; and

WHEREAS, in addition to the benefit for budgeting, the City has historically realized cost savings due to its participation in the consortium; and

WHEREAS, the State of Minnesota has offered to administer a contract for such a consortium for 2012.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. City staff is authorized to apply for participation in the 2012 Fuel Consortium Purchase Program for State of Minnesota Agencies and Cooperative Purchasing Venture Members.

Adopted by the City Council of Inver Grove Heights, Minnesota this 22nd day of August 2011.

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve an Amendment to the 2011 Joint Powers Agreement with Dakota County SWCD for Services Provided on City Project No. 2011-09D – South Grove Area 6

Meeting Date: August 22, 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

SJA

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

PURPOSE/ACTION REQUESTED

Authorize amendment to the Joint Powers Agreement between the City of Inver Grove Heights and Dakota County SWCD for services related to rain gardens and a water quality evaluation approved by the City Council on December 13, 2010.

SUMMARY

On December 13, 2010, the City Council passed a resolution authorizing a feasibility study update and various professional services for City Project No. 2011-09D – South Grove Area 6. These services included work to be done by the SWCD on the rain gardens and water quality evaluation.

The South Grove Reconstruction project has a large bioremediation basin, located at 69th Street East and Criag Court, which will need to follow very specific parameters, construction methods and materials. The Engineering Division is requesting the use of the Dakota County’s soil technicians expertise in providing inspection and oversight during the construction of the bioremediation basin. Funding would come from the Pavement Management Fund.

It is recommended that the City Council approved the Amendment to the 2011 Joint Powers Agreement with Dakota SWCD in the amount of \$2,600 for a total amount of \$15,340 for City Project No. 2011-09D – South Grove Area 6.

TJK/kf
 Attachments: Dakota SWCD Proposal Amendment

**2011 Dakota County SWCD Work Plan and Budget Proposal Amendment
August 15, 2011
City of Inver Grove Heights**

Construction Oversight 40 Hours

The SWCD will provide up to 40 hours of consultation, technical assistance for the installation of a bioretention cell located at 69th Street and Craig Court being constructed as part of City Project 2011-09D South Grove Street Reconstruction Area 6. The SWCD will utilize their experience in infiltration and bioretention cell design and installation practices to provide quality control and quality assurance. SWCD staff will ensure the contractor adheres to the standard practices, installation techniques and materials for water quality basins and as set forth by the City of Inver Grove Heights project plans and specifications. In addition, SWCD Staff will advise the City Engineer of necessary changes in equipment, materials or practices during construction.

Subtotal not to exceed 40 hours x \$65 per hour = \$2,600

EXECUTED CONTRACT TOTAL NOT TO EXCEED AMOUNT = \$12,740

AMMENDED TOTAL NOT TO EXCEED AMOUNT = \$15,340

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the dates indicated below.

City of Inver Grove Heights

By 

Date of Signature 18 AUGUST 2011

Dakota County Soil and Water Conservation District

By _____

Date of Signature _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Cultural Interpretation Planning Framework with Dakota County Historical Society

Meeting Date: August 22, 2011
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Tracy Petersen
 Mark Borgwardt

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

PURPOSE/ACTION REQUESTED

Approve the attached planning framework with the Dakota County Historical Society (DCHS) for historical interpretation planning for Heritage Village Park and the Rock Island Swing Bridge. The City’s investment in the process would not exceed \$4,000 and would be funded from Fund 402.

SUMMARY

As a part of the development of Heritage Village Park and the Rock Island Swing Bridge we have planned to display and exhibit some of the history from the area. You may recall the Mr. James Huffman has been instrumental in securing some artifacts from the Rock Island Swing Bridge, as an example.

In an effort to begin a process to figure out how to effectively display the cultural interpretative work we are proposing to use the Dakota County Historical Society to help us plan, design, implement and produce different displays.

The City’s investment in this portion of the process should not exceed \$4,000 and would be funded from the Park Acquisition and Development Fund (Fund 402).

As a part of the process the DCHS would assist the City in applying for a grant that would help pay for some of the interpretation work planned for the park.

If approved, this process and City investment does not include any actual displays, signs, etc....only the planning, research, and preparation to secure quotations/bids.



Summary

The Dakota County Historical Society (DCHS) proposes serving as a consultant to the City of Inver Grove Heights (IGH) to develop and execute a cultural interpretative plan for the JAR 5600/Rock Island swing bridge area of Heritage Village Park in Inver Grove Heights. DCHS will manage the planning process, assist the city in securing grant funding, work with community members to collect oral histories and conduct content research, develop interpretive themes, and develop a complete interpretive plan for the bridge/recreation pier site.

The finished plan will include cost estimates and will be scalable in its implementation to allow for phased implementation as funding is secured. As part of this process, additional funding sources will be identified, likely “legacy” grant funds, for the full implementation of the plan.

Scope

This proposed framework for developing and implementing the cultural interpretation aspects of the Heritage Village Park is focused on the historical interpretation of the JAR 5600/Swing bridge. The process outlined may be easily expanded to address interpretive needs throughout the entire park as the project develops in the future.

Project Components

Incorporating historical interpretation in Heritage Village Park will not be a linear process, however the four main components will include planning & outreach, content development, design, and implementation. Each component will overlap somewhat with the others.

Planning & Outreach

During this component a project team will be assembled, interpretive themes identified, and possible contributors to the content development process will be identified. The scope of how interpretation will be handled (signs, websites, mobile applications, etc.) will be identified. The overall project timeline and budget for Phase 2 of the project will also be finalized. Funding will be pursued and secured for Phase 2.

Content Development

Researchers will collect print materials and conduct oral history interviews. These materials will be used to write interpretive copy for signs and other materials. Oral histories will be transcribed as part of this process.

Design

Working with a designer (or multiple designers depending on project needs), design standards will be developed that are consistent with the interpretive themes and reflect the needs of the city. The designer(s) will layout each interpretive element using content provided to them. The design process will include complete specifications for the fabrication of each interpretive element.

Implementation

Using the design specifications developed during the design process, fabricators will create and install interpretive components per the approved interpretive plan. If digital components are to be included, a design + implementation process will be followed that includes video editing, web-design, etc. as needed using one or more contractors selected by the city.



Phase 1 (Pre-Funding)

August 2011

- Review and finalize proposed plan with City of Inver Grove Heights staff
 - o DCHS & IGH
- Identify project team, including identification of initial volunteers/community members
 - o IGH & DCHS
- Review and finalize Phase I budget (draft attached)
 - o DCHS & IGH
- Draft grant proposal for September submittal by IGH
 - o DCHS
- Secure approval of overall plan and for the submission of grant proposal.
 - o IGH

September 2011

- Finalize and submit grant proposal
 - o DCHS & IGH (IGH will be the formal submitter)

October 2011

- Assemble project team for kick-off meeting
 - o IGH
 - Outline the city's needs/expectations
 - o DCHS
 - Outline project schedule and process
 - Lead team discussion on ideas for interpretive themes
 - Lead team discussion on scope & location of interpretative materials



Phase 2

November 2011

- Receive notification regarding grant funding
 - o IGH
- Begin oral history interviews
 - o DCHS
- Begin identifying locations for each proposed interpretive object
 - o DCHS & IGH
- Complete draft of possible interpretive themes
 - o DCHS & IGH
- Complete initial draft of interpretive options – number of signs, online components, etc.
 - o DCHS

December 2011

- Complete oral history interviews
 - o DCHS
- Complete transcription of oral history interviews
 - o DCHS
- Select interpretive themes to recommend to IGH city council
 - o DCHS & IGH
- Secure approval for interpretive themes
 - o IGH
- Develop cost estimates for each desired interpretive component/group of components
 - o DCHS

January 2012

- Complete draft interpretive plan with cost options for complete project or completion in phases
 - o DCHS
- Revise and complete interpretive plan
 - o DCHS & IGH
- Schedule next phase grant proposal
 - o DCHS & IGH

February 2012

- Submit final interpretive plan
 - o DCHS
- Secure approval of interpretive plan by city council
 - o IGH
- Submit grant completion report
 - o IGH (DCHS to prepare)

DRAFT Budget - IGH Interpretive Plan Development, Research, and Oral History Collection

Revenue	Unit Value	Qty.	Total	Revenue		Notes
				Cash	In-Kind	
Grants						
HRAC (Legacy Funds)	7,000.00	1	7,000.00	7,000.00	-	First deadline is in September - IGH applies
City of Inver Grove Heights						
Cash	3,425.00	1	3,425.00	3,425.00	-	
Printing/Misc.	500.00	1	500.00	-	500.00	Large format/color printing by IGH
Staff Time	40.00	50	2,000.00	-	2,000.00	Average COE estimate is \$40/hour, adjust.
Other Contributions						
DCHS Staff	40.00	40	1,600.00	-	1,600.00	Research and Planning
DCHS Volunteers	35.00	40	1,400.00	-	1,400.00	Bill Wolston, Interviewer
Other Volunteers	7.5	120	900.00	-	900.00	15 volunteers, avg. 8 hours, including interviews
Total Revenue:			16,825.00	10,425.00	6,400.00	

Expenses	Unit Cost	Qty.	Total	Costs		Notes
				Cash	In-Kind	
Professional Services						
DCHS	40.00	200	8,000.00	6,400.00	1,600.00	Research, OH Interviews, final plan development
Transcription - TBD	1.50	900	1,350.00	1,350.00	-	10 x 1.5 hour interviews = 900 minutes
Interviewers - Bill Wolston +	35.00	40	1,400.00	-	1,400.00	DCHS Volunteer Interviewer
Camera Services - TS TV	125.00	15	1,875.00	1,875.00	-	Includes HD camera and operator
IGH Staff Time						
All staff	40.00	50	2,000.00	-	2,000.00	Average COE estimate is \$40/hour, adjust.
Other						
Printing and Misc.	500.00	1	500.00	-	500.00	Probably far less than budgeted.
Volunteers - Time	7.50	120	900.00	-	900.00	2-3 meetings/volunteer including interview
Volunteers - Food/coffee	20.00	15	300.00	300.00	-	
Open House	500.00	1	500.00	500.00	-	Public meeting, expenses to be determined by IGH
Total Costs:			16,825.00	10,425.00	6,400.00	

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

IGH DISTRIBUTION

Meeting Date:	August 8, 2011	Fiscal/FTE Impact:
Item Type:	Consent	<input checked="" type="checkbox"/> None
Contact:	Heather Botten 651.450.2569	<input type="checkbox"/> Amount included in current budget
Prepared by:	Heather Botten, Associate Planner	<input type="checkbox"/> Budget amendment requested
Reviewed by:	Planning	<input type="checkbox"/> FTE included in current complement
	Levander, Gillen, & Miller P.A.	<input type="checkbox"/> Other

PURPOSE/ACTION REQUESTED

Consider a resolution releasing various conditional use permits and variances for the property located at 3747 – 117th Street, legally described as Lot 2, Block 1 IGH Addition and Outlot A, IGH Addition.

- Requires a 3/5th's vote

SUMMARY

The property owner is requesting the City of Inver Grove Heights release various conditional use permits and variances recorded against the property located at 3747 – 117th Street (IGH Distribution).

Prior to May 2007, the Distribution Center and the Travel Plaza/Service Center were on one tax parcel. Land Use documents were recorded against the un-platted parcel for both the Distribution Center and the Travel Plaza. In 2007 the property was subdivided into two lots and one outlot. Review of the existing land use approvals was not done. Recently, when a title search was done on the IGH Distribution parcel it was discovered that a number of CUP's and variances were carried forward on the property when they should have been applied to the Travel Plaza parcel.

The property owner is requesting the City release the eight CUP's and variances listed in the attached resolution from the IGH Distribution parcel as they pertain to the Travel Plaza parcel. Staff has reviewed the eight land use applications and has determined they were approved specifically for the Travel Plaza and not the Distribution Center or Outlot A.

Staff is in support of the release of various conditional use permits and variances recorded against the Distribution Center and the outlot that are intended for the Travel Plaza property.

Attachments: Resolution

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

**RESOLUTION BY THE CITY COUNCIL OF THE CITY OF INVER GROVE
HEIGHTS TO RELEASE VARIOUS CONDITIONAL USE PERMITS AND
VARIANCES RECORDED AGAINST PROPERTY LOCATED AT 3747 - 117th
STREET, LEGALLY DESCRIBED AS LOT 2, BLOCK 1, IGH ADDITION, DAKOTA
COUNTY AND ALSO RECORDED AGAINST PROPERTY LEGALLY DESCRIBED
AS OUTLOT A, IGH ADDITION, DAKOTA COUNTY, MINNESOTA**

WHEREAS, over time, the City of Inver Grove Heights granted the following conditional use permits and variances (hereafter collectively the "Land Use Encumbrance Documents"):

1. Conditional Use Permit recorded on October 6, 1986 as Dakota County Document No. 175076 (Torrens) and 745573 (Abstract).
2. Conditional Use Permit recorded on March 13, 1989 as Dakota County Document No. 213706 (Torrens) and 880735 (Abstract).
3. Variance recorded on July 11, 1989 as Dakota County Document No. 217876 (Torrens) and 895383 (Abstract).
4. Conditional Use Permit recorded on July 17, 1989 as Dakota County Document No. 218028 (Torrens) and 895924 (Abstract).
5. Conditional Use Permit recorded on August 4, 1989 as Dakota County Document No. 218620 (Torrens) and 898151 (Abstract).
6. Conditional Use Permit recorded on April 30, 1991 as Dakota County Document No. 241550 (Torrens) and 983726 (Abstract).
7. Variance recorded on March 15, 1993 as Dakota County Document No. 274425 (Torrens) and 1107321 (Abstract).
8. Variance recorded on September 26, 2006 as Dakota County Document No. 598257 (Torrens) and 2464051 (Abstract).

WHEREAS, all of the Land Use Encumbrance Documents were recorded against a parcel of un-platted property which is described on the attached Exhibit A. This parcel was later platted on May 15, 2007 as IGH Addition. The plat of IGH Addition consists of Lot 1, Block 1, IGH Addition, Lot 2, Block 1, IGH Addition and Outlot A, IGH Addition.

WHEREAS, Lot 1, Block 1, IGH Addition, Dakota County, Minnesota (hereafter Truck Stop Property) is located at 11600 Courthouse Boulevard and is owned by Olson's Truck Stop, Inc. a Minnesota corporation.

WHEREAS, Lot 2, Block 1, IGH Addition, Dakota County, Minnesota (hereafter Distribution Center Property) is located at 3747 - 117th Street and is owned by Inver Grove Real Estate Holdings, LLC, a Minnesota limited liability company.

WHEREAS, Outlot A, IGH Addition, Dakota County, Minnesota (hereafter Outlot A) is located north of Lot 1, Block 1, IGH Addition and runs parallel with Highway 52. Outlot A is owned by Crown Apartments, LLC, a Minnesota limited liability company.

WHEREAS, the Land Use Encumbrance Documents apply to and directly affect the property uses at the Truck Stop Property, but do not apply to or directly affect the property uses at the Distribution Center Property or at Outlot A.

WHEREAS, at the time the City issued the Land Use Encumbrance Documents, there was a single owner of the property described on the attached Exhibit A. Subsequently, the land described on Exhibit A was platted and the Truck Stop Property, the Distribution Center Property and Outlot A are now owned by three respective different owners.

WHEREAS, it is proper that the City clarify the land to which the Land Use Encumbrance Documents apply.

WHEREAS, the City has confirmed that the Land Use Encumbrance Documents do not apply to or directly affect the uses of the property at the Distribution Center Property or Outlot A. The City is willing to release the Distribution Center Property and Outlot A from the Land Use Encumbrance Documents by recording this resolution.

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

1. The City hereby releases and discharges the Distribution Center Property and Outlot A from the Land Use Encumbrance Documents.

2. The City hereby agrees to record this resolution against the Distribution Center Property, Truck Stop Property and Outlot A.
3. The Truck Stop Property shall not be released from the Land Use Encumbrance Documents. All conditions associated with the Land Use Encumbrance Documents shall remain in full force and effect for the Truck Stop Property and shall apply to and run with the Truck Stop Property.
4. The following recorded documents apply to and run with the Distribution Center Property:
 - a. Conditional Use Permit recorded on March 19, 1987 as Dakota County Document No. 183072 (Torrens) and 773815 (Abstract).
 - b. Variance recorded on September 25, 2006 as Dakota County Document No. 598201 (Torrens) and 2463586 (Abstract).

Passed by vote of the City Council of Inver Grove Heights this 22nd day of August, 2011.

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

**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

That part of the Southwest Quarter of the Northeast Quarter of Section 34, Township 27, Range 22, Dakota County, Minnesota, lying southwesterly of the southwesterly right of way line of the Great Northern Oil Branch Railroad, and east of the east right of way line of State Trunk Highway Nos. 52, 55 and 56 platted as MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 19-141, according to the recorded plat thereof.

AND

All that part of the Northwest quarter (NW 1/4) of the Southeast quarter (SE 1/4) of Section Thirty-four (34), Township Twenty-seven (27), Range Twenty-two (22) lying Westerly of the West line of the Chicago Great Western Railroad right-of-way.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: August 22, 2011
 Item Type: Consent
 Contact: Lt. Larry Stanger (651) 450-2526
 Prepared by: Lt. Larry Stanger
 Police Department
 Reviewed by:

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

PURPOSE/ACTION REQUESTED:

Consider approval of the limited hunting of Canada Geese within the City.

SUMMARY:

The City Council previously approved an ordinance authorizing the use of a limited Canada goose hunt within the City to help reduce the goose population. The City did participate in the September and December hunts in 2010 as well as one weekend in October and November. The population of Canadian geese within the Twin Cities area has exploded in the past two decades. Within our City, the Canada goose population has been encouraged by abundant open water, open land and food. In the wild the geese have to face the “laws of nature” but in the community many of these natural selection mechanisms have been suppressed. Thus, the exploding population and resulting complaints from property owners faced with the problems the geese present, most notably their numbers and the wastes they generate.

I recommend that we participate in the early Canada goose season, which will run from September 3 through 22, 2011 and the regular Canada goose season now runs continuously from October 1 through December 22, 2011. As in the past we will limit the regular season to one weekend each of those months, one on October 15 and 16, one on November 19 and 20, and one on December 17-18 using the conditions stipulated in Ordinance 1162 (Title 5, Chapter 6, Subd. 1-C (5), including approval on a case-by-case basis with strong consideration on safety and concerns from other area residents. A one-time permit application fee of \$20.00 will be charged that will cover the entire goose hunting dates.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Inver Grove Heights Soccer Association – Charitable Gambling Premises Permit at Eddy’s Bar & Grill, 7537 Concord Boulevard

Meeting Date: August 22, 2011
Item Type: Consent
Contact: 651.450.2513
Prepared by: Melissa Rheume
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 resolution approving application of the Inver Grove Heights Soccer Association for a charitable gambling premises permit at Eddy’s Bar & Grill, 7537 Concord Boulevard.

SUMMARY:

The Inver Grove Heights Soccer Association submitted an application for a premises permit for pull-tab and bar bingo operations at Eddy’s Bar & Grill. The soccer association currently holds a premises permit at Celts Pub. The organization has complied with the trade area expenditure requirements and has submitted all reporting documentation as outlined in the City Code. I have attached copies of the application and lease agreement for your review.

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

RESOLUTION NO. _____

**RESOLUTION APPROVING THE APPLICATION OF
INVER GROVE HEIGHTS SOCCER ASSOCIATION FOR
A PREMISES PERMIT TO CONDUCT LAWFUL PURPOSE
GAMBLING AT EDDY'S BAR & GRILL LOCATED AT
7537 CONCORD BLVD., INVER GROVE HEIGHTS, MINNESOTA**

WHEREAS, Minnesota Statutes require premises on which lawful gambling is conducted to be licensed by the Minnesota Charitable Gambling Control Board, and

WHEREAS, the Inver Grove Heights Soccer Association has submitted an application for a Premises Permit to conduct lawful purpose gambling at Eddy's Bar & Grill, located at 7537 Concord Boulevard, Inver Grove Heights, and

WHEREAS, the City of Inver Grove Heights has conducted the required background investigation on the application which has not developed any facts that would constitute the basis for denial, now

THEREFORE, BE IT RESOLVED, BY THE City Council of the City of Inver Grove Heights, County of Dakota, State of Minnesota, hereby approves the application of the Inver Grove Heights Soccer Association for a premises permit for charitable gambling operations at Eddy's Bar & Grill, 7537 Concord Boulevard, subject to compliance with the provision of the City's Gambling Ordinance or Minnesota Statutes relating to charitable gambling and requests waiver of the 30-day waiting period.

FURTHER, to direct staff to forward of copy of this resolution to the Minnesota Charitable Gambling Control Board.

Adopted this 22nd day August, 2011

Ayes:
Nays:

George Tourville, Mayor

Attest:

Melissa Rheame, Deputy Clerk

LG214 Premises Permit Application Annual Fee \$150

FOR BOARD USE ONLY

Check # _____

\$ _____

Required Attachments to LG214

1. If the premises is leased, attach a copy of your lease. **Use LG215 Lease for Lawful Gambling Activity.** **Mail the application and required attachments to:**
 Gambling Control Board
 1711 West County Road B, Suite 300 South
 Roseville, MN 55113
2. \$150 annual premises permit fee, for each permit.
 Make check payable to "State of Minnesota."
- Questions? Call 651-639-4000 and ask for Licensing.**

Organization Information

1. Organization name INVER GROVE HEIGHTS SOCCER ASSO License number 30084
2. Chief executive officer (CEO) JACK CHANDLER Daytime phone 651-503-1485
3. Gambling manager BOB DAVENPORT Daytime phone 651-334-6733

Gambling Premises Information

4. Current name of site where gambling will be conducted EDDYS BAR AND GRILL
5. List any previous names for this location N/A
6. Street address where premises is located 7537 CONCORD BLVD
 (Do not use a P.O. box number or mailing address)
- | | | | | |
|------------------------------------|----|----------|-------------------------|--------------------------|
| 7. City
<u>INVER GROVE HGTS</u> | OR | Township | County
<u>DAKOTA</u> | Zip code
<u>55076</u> |
|------------------------------------|----|----------|-------------------------|--------------------------|

8. Does your organization own the building where the gambling will be conducted?
 Yes No **If no, attach LG215 Lease for Lawful Gambling Activity.**
 Yes No **Raffle only.** No lease is required if only a raffle will be conducted.
9. Is any other organization conducting gambling at this site? Yes No Don't know
10. Has your organization previously conducted gambling at this site? Yes No

Gambling Bank Account Information (must be in Minnesota)

11. Bank name VERMILLION Bank account number [REDACTED]
12. Bank street address 2975 E 80TH ST City INVER GROVE HEIGHTS State MN Zip code 55076

All Temporary and Permanent Off-site Storage Spaces

(for gambling equipment and records related to this site - must be stored in Minnesota)

13. Address (Do not use a P.O. box number) 8190 COMSTOCK WAY City INVER GROVE HTS State MN Zip code 55076
- MN**

Acknowledgment by Local Unit of Government: Approval by Resolution

<p>CITY APPROVAL for a gambling premises located within city limits</p> <p>City name _____</p> <p>Date approved by city _____</p> <p>Resolution number if any _____</p> <p>Signature of city personnel _____</p> <p>Title _____ Date ____/____/____</p>	<p>COUNTY APPROVAL for a gambling premises located in a township</p> <p>County name _____</p> <p>Date approved by county _____</p> <p>Resolution number if any _____</p> <p>Signature of county personnel _____</p> <p>Title _____ Date ____/____/____</p>
--	---

Acknowledgment and Oath

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises. 2. The Board and its agents, and the commissioners of revenue and public safety and their agents are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law. 3. I have read this application and all information submitted to the Board is true, accurate, and complete. 4. All required information has been fully disclosed. | <ol style="list-style-type: none"> 5. I am the chief executive officer of the organization. 6. I assume full responsibility for the fair and lawful operation of all activities to be conducted. 7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them. 8. Any changes in application information will be submitted to the Board no later than 10 days after the change has taken effect. 9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license. |
|---|---|

Signature of Chief Executive Officer (designee may not sign)

Print name

[Handwritten Signature]
Jack E Chandler II

8/7/2011
Date

Reset Form

Print form and have CEO sign

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application.

Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.

Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, Braille) upon request.

LG215 Lease for Lawful Gambling Activity

Check applicable item:

1. **New lease.** (Do not submit existing lease with amended changes).
 _____ Date that the changes will be effective. Submit changes at least 10 days **before** the effective date of the change.
2. **New owner.** Effective date _____ Submit new lease **within** 10 days after new lessor assumes ownership.

Organization name <i>INNER GROVE SOWER</i>	Address <i>PO BOX 2414 INNER GROVE HTS, MN</i>	License number <i>30084</i>	Daytime phone <i>6513346733</i>
Name of leased premises <i>EDDYS BAR & GRILL</i>	Street address <i>7537 Concord Blvd</i>	City <i>INNER GROVE HTS</i>	State <i>MN</i>
Name of legal owner of premises <i>Edward Carlson</i>	Business/street address <i>7537 Concord Blvd</i>	City <i>Inner Grove Heights</i>	State <i>MN</i>
Name of lessor (if same as legal owner, write in "SAME") <i>Same</i>	Business/street address	City	State

Check (✓) all activities that will be conducted

- Pull-tabs Pull-tabs with dispensing device Tipboards Paddlewheel Paddlewheel with table Bingo Bar bingo

Pull-tab, Tipboard, and Paddlewheel Rent (No lease required for raffles.)

Booth operation - sales of gambling equipment by an employee (or volunteer) of a licensed organization within a separate enclosure that is distinct from areas where food and beverages are sold.

Bar operation - sales of gambling equipment within a leased premises by an employee of the lessor from a common area where food and beverages are also sold.

Does your organization OR any other organization conduct gambling from a booth operation at this location? Yes No

- If you answered **yes** to the question above, rent limits are based on the following combinations of operation:
- Booth operation
 - Booth operation and pull-tab dispensing device
 - Booth operation and bar operation
 - Booth operation, bar operation, and pull-tab dispensing device

- If you answered **no** to the question above, rent limits are based on the following combinations of operation:
- Bar operation
 - Bar operation with pull-tab dispensing device
 - Pull-tab dispensing device only

The maximum rent allowed may not exceed \$1,750 in total per month for all organizations at this premises.

COMPLETE ONE OPTION:

Option A: 0 to 10% of the gross profits per month. Percentage to be paid _____ %

Option B: When gross profits are \$4,000 or less per month, \$0 to \$400 per month may be paid. Amount to be paid \$ _____.

Option C: \$0 to \$400 per month on the first \$4,000 of gross profit. Amount to be paid \$ _____.

Plus, 0% to 10% of the gross profits may be paid per month on gross profits over \$4,000. Percentage to be paid _____ %

COMPLETE ONE OPTION:

Option A: 0 to 20% of the gross profits per month. Percentage to be paid 30 %

Option B: When gross profits are \$1,000 or less per month, \$0 to \$200 per month may be paid. Amount to be paid \$ _____.

Option C: \$0 to \$200 per month on the first \$1,000 of gross profits. Amount to be paid \$ _____.

Plus, 0% to 20% of the gross profits may be paid per month on gross profits over \$1,000. Percentage to be paid _____ %

Bingo Rent

Option D: 0 to 10% of the gross profits per month from all lawful gambling activities held during bingo occasions, excluding bar bingo. Percentage to be paid _____ %

Option E: A rate based on a cost per square foot, not to exceed 110% of a comparable cost per square foot for leased space, as approved by the director of the Gambling Control Board. No rent may be paid for bar bingo. Rate to be paid \$ _____ per square foot. The lessor must attach documentation, verified by the organization, to confirm the comparable rate and all applicable costs to be paid by the organization to the lessor.

Bar Bingo. . . No rent may be paid for bingo conducted in a bar.

LG215 Lease for Lawful Gambling Activity

Lease Term - The term of this lease agreement will be concurrent with the premises permit issued by the Gambling Control Board (Board).

Management of Gambling Prohibited - The owner of the premises or the lessor will not manage the conduct of gambling at the premises.

Participation as Players Prohibited - The lessor will not participate directly or indirectly as a player in any lawful gambling conducted on the premises. The lessor's immediate family and any agents or gambling employees of the lessor will not participate as players in the conduct of lawful gambling on the premises, except as authorized by Minnesota Statutes 349.181.

Illegal Gambling

The lessor is aware of the prohibition against illegal gambling in Minnesota Statutes 609.75, and the penalties for illegal gambling violations in Minnesota Rules 7865.0220, Subpart 3. In addition, the Board may authorize the organization to withhold rent for a period of up to 90 days if the Board determines that illegal gambling occurred on the premises or that the lessor or its employees participated in the illegal gambling or knew of the gambling and did not take prompt action to stop the gambling. Continued tenancy of the organization is authorized without payment of rent during the time period determined by the Board for violations of this provision, as authorized by Minnesota Statutes 349.18, Subdivision 1(a).

To the best of the lessor's knowledge, the lessor affirms that any and all games or devices located on the premises are not being used, and are not capable of being used, in a manner that violates the prohibitions against illegal gambling in Minnesota Statutes 609.75.

Notwithstanding Minnesota Rules 7865.0220, Subpart 3, an organization must continue making rent payments under the terms of this lease, if the organization or its agents are found to be solely responsible for any illegal gambling, conducted at this site, that is prohibited by Minnesota Rules 7861.0260, Subpart 1, item H or Minnesota Statutes 609.75, unless the organization's agents responsible for the illegal gambling activity are also agents or employees of the lessor.

The lessor must not modify or terminate the lease in whole or in part because the organization reported, to a state or local law enforcement authority or the Board, the conduct of illegal gambling activity at this site in which the organization did not participate.

Other Prohibitions

The lessor will not impose restrictions on the organization with respect to providers (distributor or linked bingo game provider) of gambling-related equipment and services or in the use of net profits for lawful purposes.

The lessor, the lessor's immediate family, any person residing in the same residence as the lessor, and any agents or employees of the lessor will not require the organization to perform any action that would violate statute or rule. The lessor must not modify or terminate this lease in whole or in part due to the lessor's violation of this provision. If there is a dispute as to whether a violation occurred, the lease will remain in effect pending a final determination by the Compliance Review Group (CRG) of the Gambling Control Board. The lessor agrees to arbitration when a violation of this provision is alleged. The arbitrator shall be the CRG.

Access to permitted premises

Consent is given to the Board and its agents, the commissioners of revenue and public safety and their agents, and law enforcement personnel to enter and inspect the permitted premises at any reasonable time during the business hours of the lessor. The organization has access to the permitted premises during any time reasonable and when necessary for the conduct of lawful gambling on the premises.

Lessor records

The lessor must maintain a record of all money received from the organization, and make the record available to the Board and its agents, and the commissioners of revenue and public safety and their agents upon demand. The record must be maintained for 3-1/2 years.

Rent all-inclusive

Amounts paid as rent by the organization to the lessor are all-inclusive. No other services or expenses provided or contracted by the lessor may be paid by the organization, including but not limited to:

- trash removal
- electricity, heat
- snow removal
- storage
- janitorial and cleaning services
- other utilities or services
- lawn services
- security, security monitoring
- in the case of bar operations, cash shortages.

Any other expenditures made by an organization that is related to a leased premises must be approved by the director of the Gambling Control Board. Rent payments may not be made to an individual.

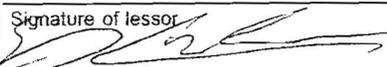
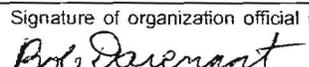
Changes in lease

- **Lease information** - If the lease is amended with no change in ownership, the organization will submit the a new lease to the Board at least 10 days before the effective date of the change.
- **Ownership** - If a change in ownership occurs, the organization will submit a new lease to the Board within 10 days after the new lessor has assumed ownership.

Acknowledgment of Lease Terms I affirm that this lease is the total and only agreement between the lessor and the organization, and that all obligations and agreements are contained in or attached to this lease and are **subject to the approval of the director of the Gambling Control Board.**

The lease may be terminated by either party without cause with a 30-day written notice.

Other terms _____

Signature of lessor 	Date 8-2-11	Signature of organization official (lessee) 	Date 8-2-11
Print name and title of lessor Ed Carlson Owner		Print name and title of lessee Bob Davenport Gambling MGR	

Questions? Contact the Licensing Section, Gambling Control Board, at 651-639-4000. This publication will be made available in alternative format (i.e. large print, Braille) upon request. **Data privacy notice:** The information requested on this form and any attachments will become public information when received by the Board, and will be used to determine your compliance with Minnesota statutes and rules governing lawful gambling activities.

Print Form

Reset Form

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: August 22, 2011
 Item Type: Consent
 Contact: Lt. Sean Folmar (651) 450-2465
 Prepared by: Lt. Sean Folmar
 Department of Public Safety
 Reviewed by: Interim Chief Larry Stanger
 Director of Public Safety

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 resolution authorizing execution of the joint Traffic Safety Project Grant awarded for the period from October 1, 2011 through September 30, 2012.

SUMMARY:

The City of Inver Grove Heights previously, through a resolution, partnered with eleven Dakota County cities to coordinate local law enforcement traffic safety laws. The Dakota County Traffic Safety Group initiated the agreement, acting on behalf of all jurisdictions. The City of Farmington is responsible for all funds received and disbursed. The effort is aimed at targeting geographical areas within the participating jurisdictions, by providing personnel and equipment in quantities that would not be possible on an individual jurisdictional basis. The traffic enforcement partnership became known as the Dakota County Traffic Safety Project (DCTSP).

The DCTSP is again applying for grant funding in the amount of \$146,000. This funding will come from the National Highway Traffic Safety Administration.

In the proposed grant, all participating agencies would be eligible for reimbursement for overtime expenditures for 22 enforcement actions between October 1, 2011 and September 30, 2012. These expenditures would consist of one officer working six hours per shift. There are no matching funds requirement, but the grant requires the DCTSP to conduct an additional 22 enforcement actions during this period. These events would require one officer per agency working six hours (not overtime) per additional event.

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

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY OF INVER GROVE HEIGHTS TO
ENTER INTO A GRANT AGREEMENT WITH THE DAKOTA COUNTY
TRAFFIC SAFETY GROUP**

WHEREAS, the City of Inver Grove Heights desires to participate in the Dakota County Traffic Safety Group Grant Project. Project Dates October 1, 2011 through September 30, 2012, and

WHEREAS, the State of Minnesota requires a resolution of the City Council to participate, and

WHEREAS, the City has entered into previous grants to provide increased traffic enforcement and educational activities, and

WHEREAS, the City has partnered with other Dakota County law enforcement agencies to increase traffic safety in the community, and

WHEREAS, the City will partner the 11 other government entities in Dakota County to increase traffic safety, and

WHEREAS, the City Councilors of the City of Inver Grove Heights have duly considered this matter and believe that it is in the best interests of the City to enter into a grant agreement with the OTS through the DCTSG to provide enhanced traffic enforcement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS: that the proper City officers be and hereby are authorized to execute such agreement and any amendments, and thereby assume for and on behalf of the City all of the contractual obligations contained therein.

Adopted by the City Council of Inver Grove Heights this 22nd day of August, 2011.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Deputy City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Request of Drkula's "32" Bowl for Temporary Liquor License Extension for Events in Conjunction with the Inver Grove Heights Days

Meeting Date: August 22, 2011
Item Type: Consent
Contact: 651-450-2513
Prepared by: Melissa Rheume
Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider request of Drkula's "32" Bowl for the temporary extension of its On-Sale Intoxicating liquor sales area on September 9, 2011 from 4-12:30 a.m. and September 10, 2011 from 12:00 p.m. to 12:30 a.m., for events to be held in conjunction with Inver Grove Heights Days.

SUMMARY

Tim Drkula has made a request to sell liquor outdoors during events to be held in conjunction with the Inver Grove Heights Days celebration. Sale of liquor and consumption would occur within a confined area and wristbands will be issued to persons 21 and older.

Tim Drkula has submitted plans for the event to the Fire Marshal and Interim Police Chief to receive their input regarding the proposed outdoor sales, the tent placement and other safety issues related to the events. I have attached a copy of Mr. Drkula's request.

Drkula's Bowl
6710 Cahill Ave E.
Inver Grove Heights., MN
(651) 451-1717

8-4-11

To City Council & Staff,

This is a request to temporary extend our liquor license to the parking lot. I am requesting the liquor license to be extended on Friday Sept. 9th from 4:00 to 12:30am & Sat. Sept. 10th from 12:00pm to 12:30am.

We are planning to have a professional wrestling event under the tent on Saturday after the parade. This is entertainment only event, there is no real fighting.

The band would play from 7:30pm to 12:00am on Friday and Saturday. There is a half a hour difference between the band and the liquor sales time for a buffer time to clear the audience from the parking lot. This time would help the flow of traffic from the parking lot.

This year again we are getting a tent for the street dance. All Events Services would professionally set up the tent. With the tent, weather would not be an issue. I will work with the Fire Marshall and will follow all the codes that are required with a tented event.

We will also be submitting a copy of the extension of the liquor liability insurance to the parking lot for this event. All plans for this event will be submitted to the Public Safety Director, Fire Marshall and City Attorney. Any questions or concerns you can contact me at (651) 329-0416.

Yours Truly,

Tim Drkula
Vice President

Scale 0.25"=5'

Drkula's Bowl

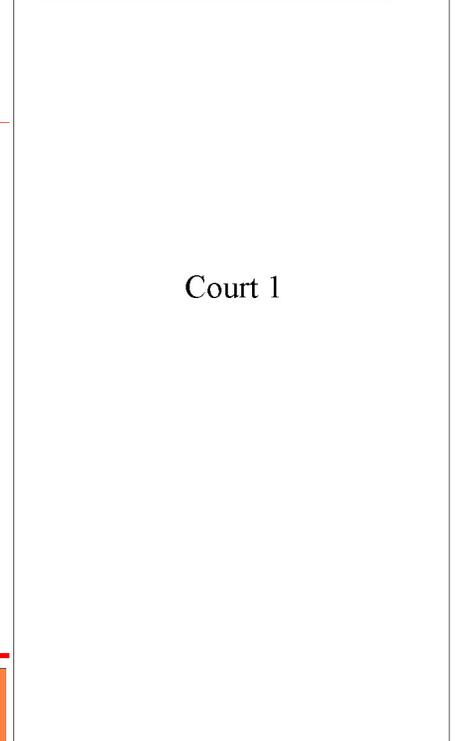
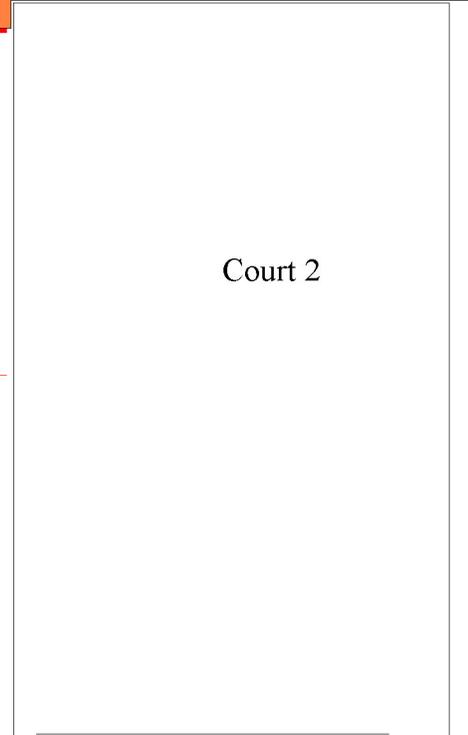
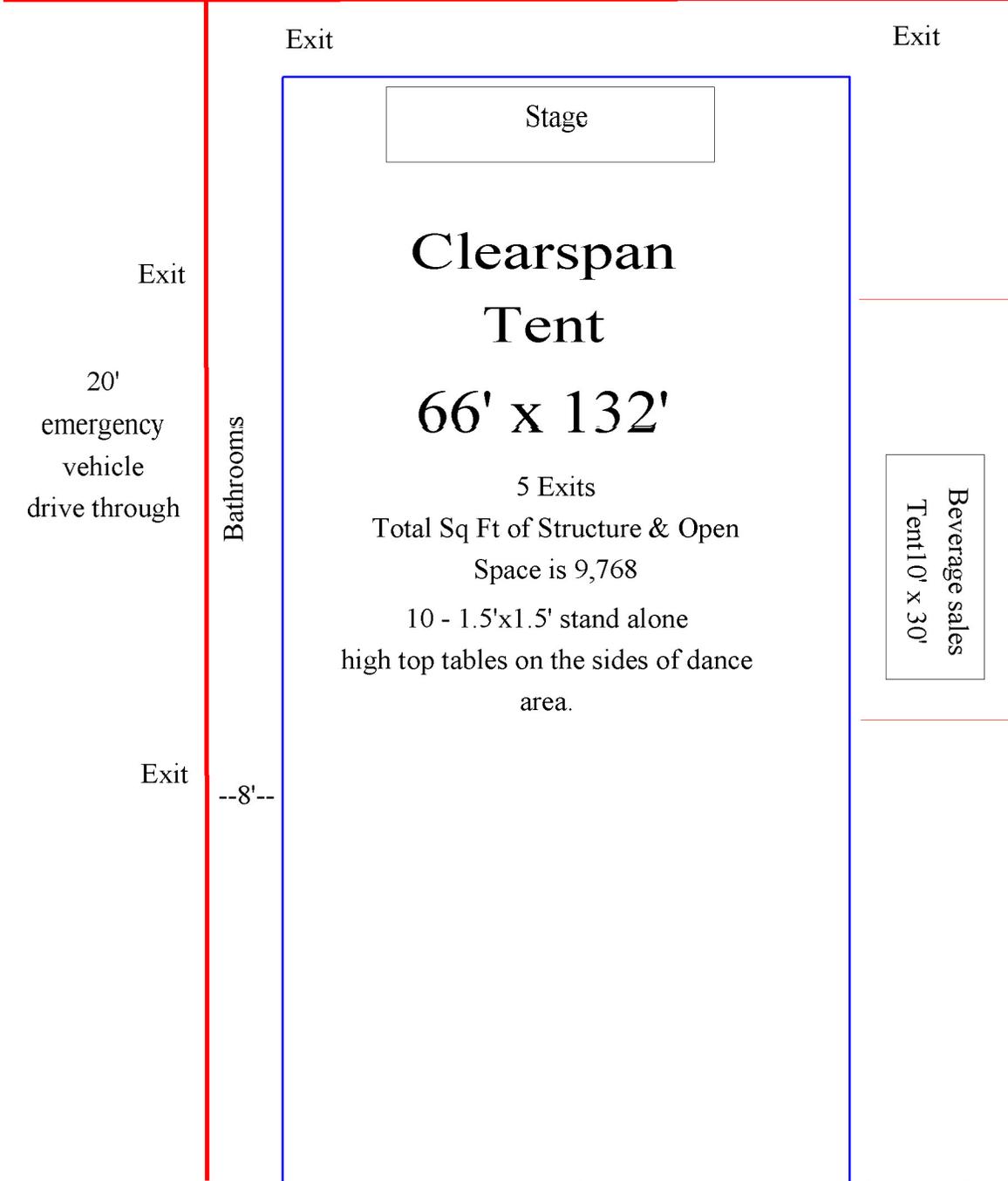
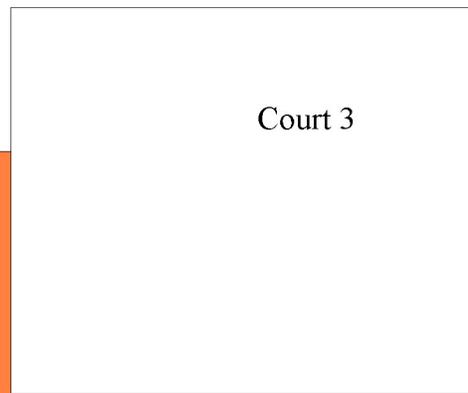
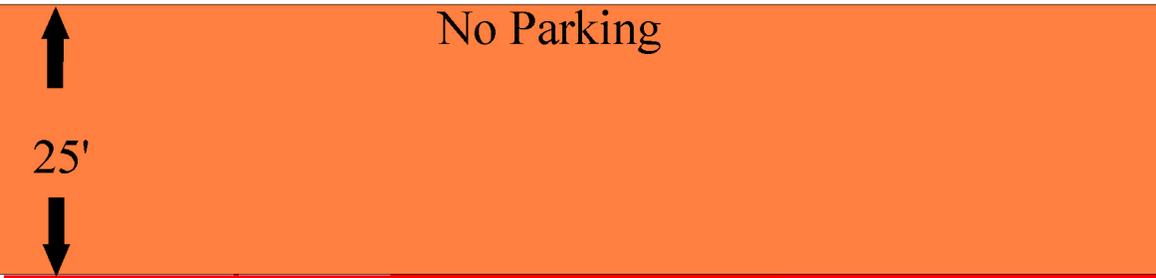
Key

Barricade- 8' Bike

Tent

IGH Days

Tent Layout



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Making an Election Not to Waive the Statutory Tort Limits for Liability Insurance Purposes

Meeting Date: August 22, 2011
Item Type: Consent Agenda
Contact: 651-450-2511
Prepared by: Joe Lynch, City Administrator
Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Approve resolution making an election not to waive the statutory tort limit for liability insurance purposes.

SUMMARY:

The City procures its liability insurance from the League of Minnesota Cities Insurance Trust (LMCIT). The LMCIT is now requiring a resolution be adopted annually by the City Council making an election to waive or not waive the statutory tort limit. The City has never waived the tort limit. This resolution merely confirms current practice for the City and is in conformance with the majority of Minnesota cities.

Minnesota Statutes 466.04 currently sets the maximum liability limits for cities at \$400,000 per claimant and \$1,200,000 per occurrence. The City’s current insurance policies provide coverage up to the tort liability limits as provided by Minnesota Statutes. The LMCIT does allow cities to waive those limits if they so choose. Because there is this choice the LMCIT requires cities to make their election with regards to waiving or not waiving its tort liability as established by Minnesota Statutes 466.03 by resolution.

I recommend that the Council adopt the attached resolution making an election not to waive the statutory tort limit for liability insurance purposes.

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

RESOLUTION NO. 11-

**RESOLUTION MAKING AN ELECTION NOT TO WAIVE THE STATUTORY TORT LIMITS FOR
LIABILITY INSURANCE PURPOSES**

WHEREAS, Minnesota Statutes Chapter 466 deals with tort liability for cities; and

WHEREAS, Minnesota Statutes 466.04 currently sets the maximum liability limits for cities at \$500,000 per claimant and \$1,500,000 per occurrence; and

WHEREAS, the City procures its insurance from the League of Minnesota Cities Insurance Trust (LMCIT); and

WHEREAS, the City's current insurance policies provide coverage up to the tort limits as provided by Minnesota Statutes; and

WHEREAS, the LMCIT allow the City the option to waive those limits; and

WHEREAS, the LMCIT has asked the City to make an election by resolution with regards to waiving or not waiving its tort liability established by Minnesota Statutes 466.04;

NOW, THEREFORE, BE IT RESOLVED that the City of Inver Grove Heights does hereby elect not to waive the statutory tort limits established by Minnesota Statutes 466.04.

Adopted by the City Council of the City of Inver Grove Heights on this 22nd day of August, 2011.

Ayes:

Nays:

George Tourville, Mayor

Attest:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: August 22, 2011
Item Type: Consent
Contact: Jenelle Teppen, Asst. City Admin
Prepared by: Amy Brinkman, H.R. Coordinator
Reviewed by: n/a

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

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

Please confirm the seasonal/temporary employment of: Sam Dickmeyer, Cory Grieger, Shane McNally, William Korte, and Tracey Roesler-Ellis

Please confirm the separation of employment of: Michael Sheggaby, Manager of Arena and Building Maintenance Operations.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PAUL MASON, LLC - Case No. 10-40ZAC

Meeting Date: August 22, 2011
 Item Type: Regular
 Contact: Heather Botten 651.450.2569
 Prepared by: Heather Botten, Associate Planner
 Reviewed by: Planning
 Engineering

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

PURPOSE/ACTION REQUESTED

Consider a resolution and related improvement documents relating to a **Conditional Use Permit** to allow outdoor vehicle and material storage for the property located at 11278 Rich Valley Boulevard.

- Requires a 4/5ths vote.
- 60-day deadline: September 30, 2011 (date extended by applicant)

SUMMARY

The applicant is requesting a conditional use permit to allow outdoor vehicle and material storage on the property located at 11278 Rich Valley Boulevard. The existing site is used as a single-family residence and a recycling facility. The property has an existing CUP for the recycling facility, and a new CUP is being requested for outdoor storage.

The proposed request meets the Conditional Use Permit criteria relating to the Comprehensive Plan, zoning consistency, land use impacts such as setbacks and aesthetics, environmental impacts, and public health and safety impacts. Access to the site is not changing. Staff is recommending that the landscape plan be modified to identify the location of two additional trees to be located in the southwest portion of the property. Subsequent the Planning Commission meeting Planning Staff met with the applicant on site and determined that 100 feet of solid screening shall be installed along the northern property line in addition to solid screening along the western property line. The applicant has been working with the Engineering Department to finalize stormwater and grading plans. An Improvement Agreement and Stormwater Facilities Maintenance Agreement shall be executed between the City and the property owner.

Planning Staff: Based on the information provided staff recommends approval of the conditional use permit to allow outdoor vehicle and material storage with the conditions listed in the attached resolution.

Planning Commission: At the August 3, 2011 public hearing, the Planning Commission recommended approval of the request slightly modifying two of the conditions listed in the staff report. The recommended changes are reflected in the attached resolution (9-0).

Attachments: CUP Resolution
 Improvement Agreement
 Stormwater Facilities Maintenance Agreement
 Planning Commission Recommendation
 Planning Staff Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW OUTDOOR
VEHICLE AND MATERIAL STORAGE

Paul Mason, LLC
Case No. 10-40ZAC

WHEREAS, an application for a Conditional Use Permit has been submitted for the property located at 11278 Rich Valley Boulevard and legally described as:

The North 2 acres of the South Half of the Northeast Quarter of Section 32, Township 27 North, Range 22 West, lying East of SAR No. 71, and also the South 50 feet of the North Half of the Northeast Quarter of said Section 32 lying East of said SAR No. 71, according to the Government Survey thereof, Dakota County, Minnesota.

WHEREAS, an application for a conditional use permit has been submitted to allow outdoor vehicle and material storage;

WHEREAS, the aforescribed property is zoned I-1, Limited Industrial;

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit to allow outdoor vehicle and material storage is hereby approved with the following conditions:

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

Site Plan	dated 8/3/11
Landscaping Plan	dated 7/25/11
Grading Plan	dated 7/25/11

2. Prior to commencement of any grading, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works.
3. All parking lot lighting on site shall be a down cast "shoe-box" style and the bulb shall not be visible from property lines. Any wall lighting shall be directed such that the source of light is hooded, recessed or controlled in some manner so as not to be visible from streets.
4. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
5. All sections of the screening fence shall be at all times, maintained and repaired as necessary.
6. A site inspection shall be done when the screening is to be installed to make sure the amount of screening is adequate. Solid screening shall be required along the western property line and 100 feet along the northern property line. If additional screening is needed, it shall be installed as required by the Planning Department.
7. Prior to commencement of any grading on the site, an improvement agreement and storm water facilities maintenance agreement shall be entered into between the owner and the City to address proper responsibilities and maintenance of the different storm water systems, to obtain a letter of credit for performance, and to obtain an engineering escrow for engineering staff and emergency erosion control expenses.
8. The Landscape Plan shall be modified to reflect the location of two additional trees on the landscape plan. A revised landscape plan shall be submitted prior to work commencing on site.
9. The outside storage area shall be kept in a neat and orderly manner. Maintenance or repair of items stored in the outside storage shall not be permitted. All licensable equipment and vehicles must have a current license and be in operable condition.

10. No "For sale" vehicles or signs advertising vehicles "For Sale" shall be allowed outside of the fenced area surrounding the property.

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

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

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

**IMPROVEMENT AGREEMENT
FOR PROPERTY LOCATED AT
11278 RICH VALLEY BOULEVARD
INVER GROVE HEIGHTS, MN**

**CITY OF INVER GROVE HEIGHTS
IMPROVEMENT AGREEMENT FOR PROPERTY LOCATED
AT 11278 RICH VALLEY BOULEVARD, INVER GROVE HEIGHTS, MN**

THIS AGREEMENT, made and entered into on the 22nd day of August, 2011, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter called the City), and Developer identified herein.

RECITALS:

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

WHEREAS, in conjunction with the granting of these approvals, the City requires the installation of storm water facilities and landscaping.

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

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

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

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

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

ARTICLE 1
DEFINITIONS

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

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

1.3 Developer. "Developer" means Paul Mason LLC, a Minnesota limited liability company, and its successors and assigns.

1.4 Subject Property. "Subject Property" means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota and legally described on the attached **Exhibit A**.

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

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

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

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

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

1.10 County. "County" means Dakota County, Minnesota.

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

- a.) Minnesota Department of Transportation
- b.) Dakota County
- c.) Dakota County Highway Department
- d.) Watershed District
- e.) Water Management Organization
- f.) Metropolitan Council

- g.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the Developer Improvements.

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

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

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

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

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

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

- a.) failure by the Developer to timely pay the City any money required to be paid under the Improvement Agreement;
- b.) failure by the Developer to timely construct the Developer Improvements according to the Development Plans and the City standards and specifications;
- c.) failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Improvement Agreement;
- d.) breach of the Developer Warranties.

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

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

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

default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.

- F. **Full Disclosure.** None of the representations and warranties made by Developer or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Developer or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.

- G. **Warranty on Proper Work and Materials.** The Developer warrants all work required to be performed by it under this Improvement Agreement against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the City. With respect to matters covered by the warranty, the Developer shall be solely responsible for all costs of performing repair work arising within said two (2) year period required by the City within thirty (30) days of notification. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one (1) year after planting. Any replacements shall be similarly warranted for one (1) year from the time of planting.

The warranty period for drainage and erosion control improvements made by Developer shall be for two (2) years after completion and acceptance by the City; the warranty for the drainage and erosion control improvements shall also include the obligation of the Developer to repair and correct any damage to or deficiency with respect to such improvements.

- H. **Obtaining Permits.** The Developer shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the Developer Improvements may be lawfully constructed.

- I. **Fee Title/Ownership Interest.** Gerta Limited Partnership, a Minnesota limited partnership, owns fee title to the Subject Property. Paul Mason LLC, a Minnesota limited liability company, has a contract for deed vendee ownership interest in the Subject Property under a Contract for Deed dated June 18, 2004 and recorded as Dakota County Document No. 2218302 and an Amended Contract for Deed dated August 4, 2011 and recorded as Dakota County Document No. 2813176.

1.19 **City Warranties.** "City Warranties" means that the City hereby warrants and represents as follows:

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

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

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

If to Developer: Paul Mason LLC
7845 E. Boyd Court
Inver Grove Heights, MN 55076

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

ARTICLE 2
APPROVAL OF DEVELOPMENT PLANS

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

ARTICLE 3
DEVELOPER IMPROVEMENTS

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

Agreement shall be deemed to be automatically extended until such time as the Developer Improvements are completed to the City's reasonable satisfaction.

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

3.3 Grading/Drainage Plan. The Developer shall construct drainage facilities adequate to serve the Subject Property in accordance with the Development Plans. The grading and drainage plan shall include drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans. In the event that the Developer fails to complete the grading of the site in conformance with the Development Plans by the stipulated date, the City may declare the Developer in default pursuant to Article 11.

3.4 Area Restoration. The Developer shall restore all areas disturbed by the development grading operation in accordance with the approved erosion control plan. Upon request of the PWD, the Developer shall remove the silt fences after grading and construction have occurred.

3.5 Erosion Control. The Developer shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan shall be detailed on the Development Plans and shall be subject to approval of the Director of PWD. The Developer shall install and maintain such erosion control structures as appear necessary under the Development Plans or become necessary subsequent thereto. The Developer shall be responsible for all damage caused as the result of grading and excavation within the Subject Property including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all improvements are completed. As a portion of the erosion control plan, the Developer shall re-seed or sod any disturbed areas in accordance with the Development Plans. The City reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after Formal Notice by the City as stated in Article 11. The Developer shall be financially responsible for payment for this extra work.

ARTICLE 4 **OTHER PERMITS**

4.1 Permits. The Developer shall obtain all necessary approvals, permits and licenses from the City, the Other Regulatory Agencies, the Utility Companies, and the Prior Easement

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

ARTICLE 5
OTHER DEVELOPMENT REQUIREMENTS

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

ARTICLE 6
DEVELOPER PUBLIC IMPROVEMENTS

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

6.2 Construction. The construction, installation, materials and equipment related to Developer Public Improvements shall be in accord with the Development Plans. The Developer shall cause the contractors to furnish the PWD a written schedule of proposed operations, subcontractors and material suppliers, at least five (5) days prior to commencement of construction work. The Developer shall notify the City in writing, coordinate and hold a pre-construction conference with all affected parties at least three (3) days prior to starting construction of any Developer Public Improvements.

6.3 Inspection. The PWD or its designated representative shall periodically inspect the work installed by the Developer, its contractors, subcontractors or agents. The Developer shall notify the PWD two (2) working days prior to the commencement of the laying of utility lines, subgrade preparation or any other improvement work which shall be subsequently buried or covered to allow the City an opportunity to inspect such improvement work. Upon receipt of said notice, the City shall have a reasonable time, not to be less than three (3) working days, to inspect the improvements. Failure to notify the City to allow it to inspect said work shall result in the City's right pursuant to Article 11 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate City inspection.

6.4 Faithful Performance of Construction Contracts. The Developer shall fully and faithfully comply with all terms of any and all contracts entered into by the Developer for the installation and construction of all of the Developer Public Improvements; and the Developer shall obtain lien waivers. Within thirty (30) days after Formal Notice, the Developer agrees to repair or replace, as directed by the City and at the Developer's sole cost and expense, any work or materials relating to Developer Public Improvements that within the warranty periods of Section 1.18(G) become defective or damaged in the opinion of the City.

6.5 City Acceptance. The Developer shall give Formal Notice to the City within thirty (30) days once Developer Public Improvements have been completed in accord with this Development Contract and the ordinances, City standards and specifications and the Development Plans. The City shall then inspect the Developer Public Improvements and notify the Developer of any Developer Public Improvements that do not so conform. Upon compliance with this Development Contract and City ordinances, standards and specifications, and the Development Plans, the Developer Public Improvements shall become the property of the City upon Formal Notice of acceptance by the City. After acceptance, the Developer Public Improvements become the property of the City, and the Developer shall have no responsibility with respect to maintenance of the Developer Public Improvements except as provided in Section 1.18(G) and except as provided in the Storm Water Facilities Maintenance Agreement between the City and Developer. If the Developer Public Improvements do not conform, Formal Notice shall be given to the Developer of the need for repair or replacement or, in its discretion, the City may proceed under Article 11.

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

1. As built grading plan containing spot elevations prepared and signed by a registered engineer or registered land surveyor, in an electronic format.
2. As built storm water facilities, including any underground facilities.
3. Final as-built information shall be submitted in an electronic format compatible with the City's Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are AUTOCAD 2000 .DWG or .DXF files on compact disk. As-built drawings shall also be scanned and stored as images in .TIFF files on compact disk.

ARTICLE 7
RESPONSIBILITY FOR COSTS

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

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

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

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

ARTICLE 8
DEVELOPER WARRANTIES

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

ARTICLE 9
CITY WARRANTIES

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

ARTICLE 10
INDEMNIFICATION OF CITY

10.1 Indemnification of City. Provided the City is not in Default under the Improvement Agreement with respect to the particular matter causing the claim, loss or damage,

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

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

ARTICLE 11
CITY REMEDIES UPON DEVELOPER DEFAULT

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

- a.) the City may specifically enforce this Improvement Agreement;
- b.) the City may suspend any work, improvement or obligation to be performed by the City;

- c.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 12 hereof;
- d.) the City may suspend or deny building permits for buildings within the Subject Property;
- e.) the City may, at its sole option, perform the work or improvements to be performed by the Developer, in which case the Developer shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City. In the alternative, the City may in whole or in part, specially assess any of the costs and expenses incurred by the City; and the Developer hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom, including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the Subject Property. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

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

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

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

Default. In such case, the Developer shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by the City. In the alternative, the City may, in whole or in part, specially assess the costs and expenses incurred by the City; and the Developer hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the Subject Property. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 12 ESCROW DEPOSIT

12.1 Escrow Requirement. Prior to the Developer beginning construction of the Developer Improvements the Developer shall deposit with the City an irrevocable letter of credit or cash deposit for the amount stated in **Exhibit E**.

All cost estimates shall be acceptable to the Director of PWD. The total escrow amount was calculated as shown on the attached **Exhibit E**. The bank and form of the irrevocable letter of credit or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the City. The irrevocable letter of credit shall be for a term ending December 31, 2013. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of December 31, 2013, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the City if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Developer with the terms of this Improvement Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 11.1 relating to a Developer Default, for any of the following reasons:

- a.) a Developer Default; or
- b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse without renewal or replacement before December 31, 2013.

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

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

12.2 Escrow Release and Escrow Increase; Developer Improvements.

Periodically, upon the Developer's written request and upon completion by the Developer and acceptance by the City of any specific Developer Improvements, ninety percent (90%) of that portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the City and expiration of the warranty period under Section 1.18(G) hereof; in the alternative, the Developer may post a bond satisfactory to the City with respect to the final ten percent (10%).

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

ARTICLE 13
MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of August, 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

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

The North 2 acres of the South Half of the Northeast Quarter of Section 32, Township 27 North, Range 22 West, lying East of SAR No. 71, and also the South 50 feet of the North Half of the Northeast Quarter of said Section 32 lying East of said SAR No. 71, according to the Government Survey thereof, Dakota County, Minnesota.

EXHIBIT B

LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
1.) Grading, Drainage and Erosion Control Plan	7-25-11	Mariner Engineering
2.) Stormwater Facilities Plan	7-25-11	Mariner Engineering
3.) Landscaping Plan	7-25-11	Mariner Engineering

The above-listed Development Plans were approved by the City Engineer on August 5, 2011.

The Development Plans also include compliance by the Developer with the conditions set forth in that certain memo from the City's Engineering Department dated August _____, 2011, setting forth various conditions related to stormwater facilities. The memo is on file with the City.

EXHIBIT C

DEVELOPER IMPROVEMENTS

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

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	11-15-11	general site grading, drainage and erosion control
X	11-15-11	stormwater facilities
X	11-15-11	landscaping
X	11-15-11	construction debris clean-up

EXHIBIT D

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

- 1.) **CONDITIONS TO BE SATISFIED BEFORE DEVELOPER BEGINS CONSTRUCTION OF DEVELOPER IMPROVEMENTS.** Before the Developer begins construction of the Developer Improvements on the Subject Property, all the following conditions must be satisfied:
 - a.) Developer must execute this Improvement Agreement.
 - b.) Developer must provide the letter of credit or cash deposit for the amount stated on Exhibit E of this Improvement Agreement.
 - c.) Developer must provide to the City of Inver Grove Heights the cash deposit for the engineering inspection escrow and vegetation escrow stated on Exhibit E of the Improvement Agreement.
 - d.) Developer must fully pay the City of Inver Grove Heights for all planning, engineering review and legal fees that have been incurred up to the date of this Improvement Agreement; and Developer must further escrow with the City an amount determined by the City of Inver Grove Heights for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit E.
 - e.) Developer must execute a Stormwater Facilities Maintenance Agreement for the Subject Property. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.

- 2.) **CONDITIONS TO BE SATISFIED BEFORE NOVEMBER 15, 2011.** Before November 15, 2011, all of the following conditions must be satisfied:
 - a.) All of the conditions in paragraph 1 of this Exhibit D have been met.
 - b.) All grading, drainage and erosion control must be completed.
 - c.) All storm water facilities, including underground storm water pipes in infiltration trenches, underground storage systems, ponds, culverts, catch basins and storm water piping and appurtenances must be installed and functional to a level reasonably approved by the City Engineer.
 - d.) All landscaping must be completed.

- 3.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amount stated on **Exhibit E** shall include an appropriate amount as determined by the Director of Public Works to assure that the Developer removes any construction debris from streets adjoining the Subject Property and from private properties that adjoin the Subject Property. During the construction within the Subject Property the Developer is responsible for removing any construction debris (including construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into City streets or that may fall from delivery trucks onto adjoining private properties or City streets. Further, during construction, the Developer must clear the City streets of any dirt or other earthen material that may fall onto the City streets from the delivery trucks that are being used in the excavation and grading of the site.

EXHIBIT E
ESCROW CALCULATION

DEVELOPER IMPROVEMENTS

1.)	Grading, Drainage and Erosion Control	\$
2.)	Stormwater Facilities	\$
3.)	Landscaping	\$
4.)	Construction Debris Clean-up	\$
	SUBTOTAL:	\$
	<u>MULTIPLIED BY:</u>	x 1.25
	EQUALS	\$
	<u>ESCROW AMOUNT:</u>	\$

EXHIBIT E
ESCROW CALCULATION
(Continued)

Engineering Escrow Amount

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

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

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

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

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

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

- a.) all of the landscaping has been established, to the sole satisfaction of the City.

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

EXHIBIT E
ESCROW CALCULATION
(Continued)

Vegetation Escrow Amount

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

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

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

**STORM WATER FACILITIES MAINTENANCE AGREEMENT RELATING TO
STORM WATER FACILITIES LOCATED ON PROPERTY AT 11278 RICH VALLEY
BOULEVARD IN INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA**

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT RELATING TO STORM WATER FACILITIES LOCATED ON PROPERTY AT 11278 RICH VALLEY BOULEVARD (Agreement) is made, entered into and effective this 22nd day of August, 2011, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Paul Mason LLC, a Minnesota limited liability company and Gerda Limited Partnership, a Minnesota limited partnership (hereafter individually and collectively referred to as Landowner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

**ARTICLE 1
DEFINITIONS**

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

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

1.3 Landowner. Landowner means individually and collectively Paul Mason LLC, a Minnesota limited liability company, and its successors and assigns and Gerda Limited Partnership, a Minnesota limited partnership, and its successors and assigns.

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

Any existing or future underground storm water pipes located in infiltration trenches, ponds, conduits, culverts, ditches, catch basins, pipes, drainage areas, storm water quality structures or storm water collection ponds and appurtenances lying within the Landowner Property.

1.5 Storm Water Facility Plan. “Storm Water Facility Plan” means collectively the Grading, Drainage and Erosion Control Plan dated August _____, 2011, prepared by _____ and approved by the City Engineer on August _____, 2011. The Storm Water Facility Plan is on file with the City.

1.6 Landowner Property. “Landowner Property” means the real property located in the City of Inver Grove Heights, Dakota County, Minnesota described on the attached **Exhibit A**.

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

1.8 Improvement Agreement. “Improvement Agreement” means that certain Agreement dated August 22, 2011, between the City and Paul Mason LLC relating to improvements being made by the Landowner to the Landowner Property.

ARTICLE 2
RECITALS

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve the Development Plans identified in the Improvement Agreement for the Landowner Property.

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

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

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

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Storm Water Improvements. Landowner agrees that by November 15, 2011 the Developer Improvements (as identified in the Improvement Agreement) shall be constructed and installed in accordance with the Storm Water Facility Plan and in accordance with the Improvement Agreement at the sole expense of Landowner.

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

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

The Standard of Maintenance shall comply with all of the following:

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

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

- i.) The Landowner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of the Storm

Water Facilities so as to ensure that the Storm Water Facilities operate in conformance with the design parameters.

- ii.) The Landowner must maintain and repair the Storm Water Facilities and must correct as soon as possible any of the following deficiencies in the event such deficiencies occur:
 - a. Any evidence of potholes, sinkholes or unusual amount of silt and soil build-up that degrades the quality of the surface on top of the Storm Water Facilities; or
 - b. Any unusual pipe deflection in excess of more than 7% from the design shape; or
 - c. Any unusual evidence of backfill material entering into the pipe structure through pipe joints or other locations; or
 - d. Any siltation on the outlet end of the structure or clogging of the outlet as a result of accumulated trash, grit, sediments, and other debris.
- iii.) The Landowner shall be required to reduce total suspended solids by 85% from pre-improvement rates and to reduce phosphorus levels by 55% from pre-improvement levels. When requested by the City, the Landowner shall be required to monitor and test the storm water discharges at the Responsible Owner's expense, to ensure compliance with these requirements. The Landowner is required to install and maintain storm water facilities that are designed to infiltrate one (1) inch of impervious surface runoff from the Landowner Property. The Landowner shall provide the City with test results of the discharge on an annual basis when testing is requested.
- iv.) Landowner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for storm water facilities. The Landowner must prepare an Operations & Maintenance Plan to show how the Landowner plans to operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Landowner Property. The Landowner shall submit an Operations & Maintenance Plan to the City for review and comment before of construction. The Landowner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. A final Operations & Maintenance Plan shall be submitted to the City after construction of the Storm Water Facilities are completed and before the escrow referenced in number 2 of Exhibit E of the Improvement Agreement is released. Once approved by the City, the Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
- v.) The Operations & Maintenance Plan shall contain the following information:
 - a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;

- c. Contact information for the Landowner;
- d. As built plans of the Storm Water Facilities;
- e. A letter of compliance from the designer after construction of the Storm Water Facilities is completed;
- f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
- g. The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered;
- h. A form and level of pretreatment approved by the City are required in the treatment train before any infiltration system; and
- i. The Operations & Maintenance Plan shall incorporate responses to Chapter 8 of the NWA Stormwater Manual which provides additional requirements and checklists for the Landowner to comply with in the operations and maintenance phase of construction.

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

In January of each year, the Landowner shall submit to the City an annual report that identifies all of the tests, inspections, corrective measures and other activities conducted by the Landowner under the Operations & Maintenance Plan for the preceding year. The annual report shall also identify any conditions of non-compliance with the Standard of Maintenance during the preceding year and the annual report shall address how the conditions of non-compliance were cured. The annual report shall also include the information shown on the form attached hereto as **Exhibit B**.

3.4 Notice of Non-Compliance with Section 3.2 and 3.3; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Landowner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Landowner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Landowner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Landowner to cure the default, in which case the Landowner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Landowner has commenced a suitable cure within the initial thirty (30)

days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Landowner to comply with the Standard of Maintenance, in the event of an emergency as determined by the DPW, the City may perform the work to be performed by the Landowner without giving any notice to the Landowner and without giving the Landowner thirty (30) days to comply with the Standard of Maintenance. If the City performs emergency service work, the Landowner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

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

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

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

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Landowner Property for the costs and expenses incurred by the City. The Landowner hereby waives any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Landowner Property. The Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowner acknowledges that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Landowner Property. Nothing in this paragraph shall be deemed to impair Responsible Owner’s right to dispute the amount assessed as exceeding the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.3.

3.7 Obligation For Maintenance Notwithstanding Public Easement. The Landowner agrees that its obligations relating to maintenance of the Storm Water Facilities exist

notwithstanding the fact that the Storm Water Facilities may be located in whole or in part within public easements.

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

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

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

ARTICLE 4
CITY'S COVENANTS

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

ARTICLE 5
MISCELLANEOUS

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

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

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

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

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

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

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

If to Landowner: Paul Mason LLC
7845 Boyd Court E.
Inver Grove Heights, MN 55076

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 22nd day of August, 2011, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**LANDOWNER
PAUL MASON LLC**

By: _____
Paul Saver
Its: Chief Manager

STATE OF MINNESOTA)
)
) ss.
COUNTY OF DAKOTA)

On this _____ day of August, 2011, before me a Notary Public within and for said County, personally appeared Paul Saver, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Paul Mason LLC, a Minnesota limited liability company, and that said instrument was signed on behalf of Paul Mason LLC by Paul Saver and Paul Saver acknowledged said instrument to be the free act and deed of the limited liability company.

Notary Public

**LANDOWNER
GERDA LIMITED PARTNERSHIP**

By: _____
Debra LaCount
Its: General Partner

STATE OF MINNESOTA)
)
) ss.
COUNTY OF DAKOTA)

On this _____ day of August, 2011, before me a Notary Public within and for said County, personally appeared Debra LaCount, to me personally known, who being by me duly sworn, did say that she is the General Partner of Gerda Limited Partnership, a Minnesota limited partnership, and that said instrument was signed on behalf of Gerda Limited Partnership by Debra LaCount and Debra LaCount acknowledged said instrument to be the free act and deed of the limited partnership.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

The North 2 acres of the South Half of the Northeast Quarter of Section 32, Township 27 North, Range 22 West, lying East of SAR No. 71, and also the South 50 feet of the North Half of the Northeast Quarter of said Section 32 lying East of said SAR No. 71, according to the Government Survey thereof, Dakota County, Minnesota.

EXHIBIT B
ANNUAL INSPECTION FORM

CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM

INLET / OUTLET					
STRUCTURE ID		INSPECTION DATE		INSPECTOR(S)	
LOCATION					
EASEMENT					
ACCESSIBLE	Y	N			
STRUCTURES IN ESMT.	Y	N	DESCRIPTION		
TREES IN ESMT.	Y	N	LARGEST DIAMETER (INCHES)		
STRUCTURE	FES	PIPE	CB	OTHER	
ATTRIBUTES	TRASH GUARD	WEIR	SURGE BASIN	OTHER	NONE
CONDITION*	OK	MINOR MAINTENANCE	MAJOR MAINTENANCE	INACCESSIBLE	
END SECTION EROSION	Y	N			
FLOW CONDITION	FLOW PRESENT	NO FLOW	SUBMERGED		
COMMENTS					
VEGETATION/DEBRIS	WEEDS, ETC.	BRUSH, TREES, ETC.	GARBAGE/DEBRIS	NONE	
RESTRICTING FLOW	Y	N			
COMMENTS					
SEDIMENT					
CONDITION**	NONE	MINOR MAINTENANCE	MAJOR MAINTENANCE		
COMMENTS					
RIP RAP					
PRESENT	Y	N			
CONDITION***	OK	MINOR MAINTENANCE	MAJOR MAINTENANCE		
COMMENTS					
ILLICIT DISCHARGE	Y	N			
COMMENTS					

MAINTENANCE PERFORMED:			
SIGNED:		DATE:	

* Minor Maintenance: i.e. regROUT joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe
 ** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed
 *** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: August 3, 2011
SUBJECT: **PAUL MASON LLC – CASE NO. 10-40ZAC**

Reading of Notice

Commissioner Simon read the public hearing notice to consider a conditional use permit (CUP) to allow outdoor vehicle and material storage for the property located at 11278 Rich Valley Boulevard. 4 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the existing site is used as a single-family residence and a recycling facility. The property owner would like to utilize his property for outdoor storage of vehicles and materials as well. The property has an existing CUP for a recycling facility, and a new CUP is being requested for outdoor storage. Staff is recommending that the landscaping plan be changed to identify the location of two additional trees on the actual site plan. A solid fence is required along the western property line and should continue along a portion of the north lot line as well. Because of the low topography, staff is going to recommend that additional trees be planted on the south property line. The applicant must work with the Planning Department to determine the exact location of screening. Staff has not heard from any surrounding property owners. Staff recommends approval of the request with the conditions listed in the report.

Commissioner Simon questioned whether this site would impact the property to the north which was intended to be used as a holding pond for runoff.

Ms. Botten stated she did not know offhand, but assumed that engineering staff would ensure it did not.

Commissioner Simon recommended that Condition 8 be modified to reflect that the landscape plan should be changed to reflect the **location** of two additional trees in order to clarify that the actual number of trees was not changing.

Commissioner Lissarrague asked if anyone was living on the property, to which Mr. Saver replied that his tenant moved out a month ago and he would be moving in soon.

Commissioner Hark asked how much fencing would be required along the north property line.

Ms. Botten replied that staff would meet with the applicant to determine how much screening was needed for visibility purposes.

Commissioner Hark asked what type of fencing was required.

Ms. Botten replied that solid fencing was required, and that anything that could be seen through (i.e. chain link) would not be sufficient.

Opening of Public Hearing

The applicant, Paul Saver, 7845 Boyd Court, advised he was available to answer any questions.

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

Commissioner Lissarrague stated the property was in need of mowing and weed control.

Mr. Saver stated he planned to completely landscape the property after receipt of approvals.

Commissioner Lissarrague asked if the house would be remodeled, to which Mr. Saver replied it would remain as is.

Commissioner Gooch asked what the existing business was on the property.

Mr. Saver replied that it was currently a recycling facility for construction and demolition debris and he was asking for a CUP for the storage of automobiles, small construction equipment, boats, trailers, etc.

Commissioner Simon asked if sales would take place on the property, to which Mr. Saver replied they would not.

Commissioner Simon asked what was being stored in the roll-offs on the property.

Mr. Saver replied it was glass from a construction project that perhaps would be used for a future office building on the site.

Commissioner Simon asked if the house on the site would be used as an office as well as living space, to which Mr. Saver replied it would only be used as living space.

Planning Commission Recommendation

Chair Bartholomew stated he supported the request.

Motion by Commissioner Gooch to approve the request for a conditional use permit to allow outdoor vehicle and material storage for the property located at 11278 Rich Valley Boulevard, with the nine conditions listed in the report, and a modification to Condition 8 to require that "The Landscape Plan shall be modified to reflect 'the location' of two additional trees on the landscape plan."

Commissioner Hark suggested that language be added to Condition 6 specifically stating that the applicant and the City must come to an agreement as to how much screening is required along the north lot line.

Commissioner Gooch stated he was agreeable with the recommended modification to Condition 6.

Second by Commissioner Simon.

Motion carried (9/0). This item goes to the City Council on August 22, 2011.

SITE PLAN REVIEW

Setbacks. The proposed storage area meets and exceeds the required perimeter setbacks for the site.

Parking Lot. The parking area in front of the building is bituminous. The remainder of the lot is storage area that would be Class V. The Ordinance allows these areas to be constructed of a crushed material. The surface shall be maintained to prevent deterioration, dust and erosion. The project meets parking and surfacing requirements. Customer parking shall be clearly marked on the property.

Lot Coverage. The I-1 zoning district allows a maximum of 30% of the lot to be covered by buildings. The building footprint is not changing. The existing structures occupy less than 10% of lot coverage, which is in compliance with code standards.

Landscaping. Based on the size of the lot a total of 27 overstory trees are required to be planted. The landscape plan identifies 27 overstory trees. The only change that needs to be made is to identify two additional trees on the actual site plan. The number of trees demonstrated on the plan is correct but the plan showing the location of the trees is two short. The landscape plan must be modified to reflect the proper planting. A modified plan must be submitted prior to submittal of any work being done on site.

Screening.

View of everything stored in the outside storage area shall be reasonably screened from all public roads. A solid fence is required along the western property line. This solid fence should continue along a portion of the south lot line. A site inspection shall be done when the screening is to be installed to make sure the amount of screening is adequate. If additional screening is needed, it shall be installed as required by the Planning Department.

Access. Access to the site would be via one entrance onto Rich Valley Boulevard. All of the vehicles coming and going would go through the one access point which would have a gate to control access.

Engineering. Engineering is reviewing the plans and has been working with the applicant on stormwater and grading requirements. Engineering has made some recommendations on conditions that should be added to the approval. These conditions are included in the list of conditions at the end of this report. The applicant shall continue to work with the City to secure final approval of the construction drawings.

Lighting. There are two existing lights on the property. No additional lighting is proposed at this time. All parking lot lighting and building lighting shall be designed so as to deflect light away from any adjoining residential zones or from the public streets. The source of light shall be

hooded, recessed, or controlled in some manner so as not to be visible from adjacent property or streets.

Fire Marshal Review. All plans shall be subject to the review and approval of the City Fire Marshal for fire lane designation and the signage or marking of the fire lanes.

CONDITIONAL USE PERMIT REVIEW

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

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

The use is consistent with the goals, policies, and plans of the Comprehensive Plan. The future land use of this parcel is LI, Light Industrial; outdoor storage is consistent with the uses envisioned in this district.

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

The applicant's property is zoned I-1, Limited Industrial. Outdoor storage is a conditional use in the I-1 district; the proposed use would be in compliance with the Zoning Ordinance.

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

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

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

This location of the City is not served by municipal sewer and water. The property improvements do not appear to have any negative effects on City facilities or services.

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

- i. *Aesthetics/exterior appearance*

- No changes are being proposed to the existing buildings. Outdoor storage would be compatible with the surrounding land uses.

ii. Noise

Any vehicle noise would not be out of the ordinary for the I-1 zoning district.

iii. Fencing, landscaping and buffering

View of everything stored in the outside storage area shall be reasonably screened from all public roads. Landscaping requirements have been met once two additional trees are shown on the plan.

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

The area is guided for industrial development. Building and parking setbacks meet or exceed code requirements. The amount of traffic would not be out of the ordinary for an industrial zoned area. The outside storage area shall be kept in a neat and orderly manner. Maintenance or repair of items stored in the outside storage shall not be permitted.

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

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

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

This use would not have an undue adverse impact on the environment. The applicant is working with the City Engineering Department, creating a stormwater treatment plan.

ALTERNATIVES

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

- A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be taken:
- Approval of the **Conditional Use Permit** for outdoor storage of vehicles and materials subject to the following conditions:
 1. The site shall be developed in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions

below.

Site and Landscape Plan	dated 7/25/11
Grading Plan	dated 7/25/11

2. Prior to commencement of any grading, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works.
 3. All parking lot lighting on site shall be a down cast “shoe-box” style and the bulb shall not be visible from property lines. Any wall lighting shall be directed such that the source of light is hooded, recessed or controlled in some manner so as not to be visible from streets.
 4. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
 5. All sections of the screening fence shall be at all times, maintained and repaired as necessary.
 6. A site inspection shall be done when the screening is to be installed to make sure the amount of screening is adequate. If additional screening is needed, it shall be installed as required by the Planning Department.
 7. Prior to commencement of any grading on the site, A storm water facilities maintenance agreement shall be entered into between the owner and the City to address proper responsibilities and maintenance of the different storm water systems, to obtain a letter of credit for performance, and to obtain an engineering escrow for engineering staff and emergency erosion control expenses.
 8. The Landscape Plan shall be modified to reflect two additional trees on the landscape plan. A revised landscape plan shall be submitted prior to work commencing on site.
 9. The outside storage area shall be kept in a neat and orderly manner. Maintenance or repair of items stored in the outside storage shall not be permitted. All licensable equipment and vehicles must have a current license and be in operable condition.
- B. Denial.** If the Planning Commission does not favor the proposed application the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

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

Attachments: Location Map
Landscape/Site Plan



Mason 11278 Rich Valley Blvd

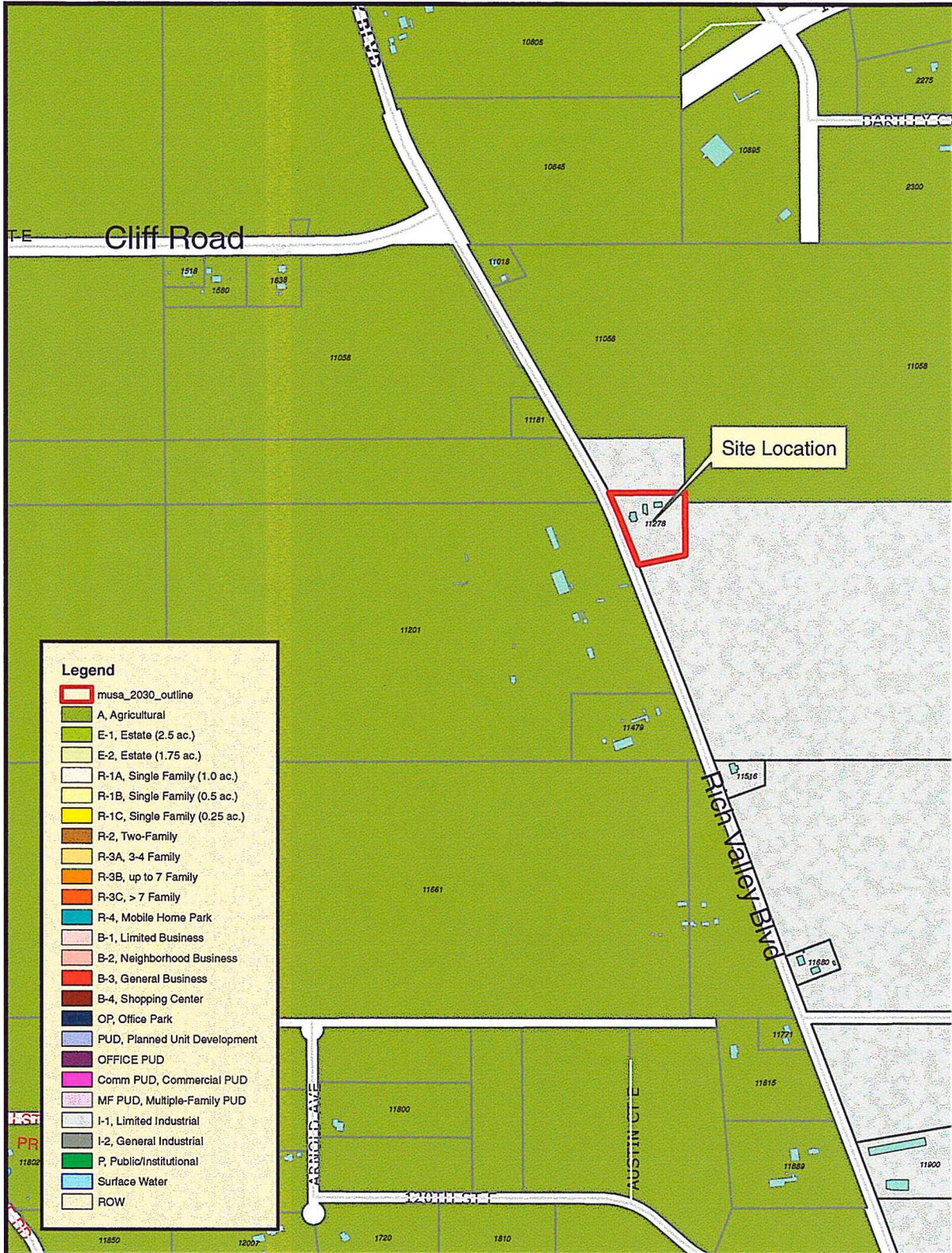


Exhibit A
Zoning Map

GREG GROVER

REQUEST FOR COUNCIL ACTION

CITY OF INVER GROVE HEIGHTS

Meeting Date: August 22, 2011
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

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

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to a **Variance** to allow a fence to exceed the seven (7) foot maximum height for property located at 5975 Concord Boulevard.

- Requires 3/5th's vote.
- 60-day deadline: September 3, 2011 (first 60-days)

SUMMARY

The applicant received a building permit to construct a fence along a portion of his north property line in September, 2010. The fence was built and later it was brought to the City's attention that the fence may be exceeding the maximum seven foot height limit. The Building Official measured the fence at a few locations and found it to range from 8'2" to 7'9" in height. The fence is located approximately 3 inches from the property line. The measurements were taken from the neighbor's side of the fence.

ANALYSIS

The property rises from Concord towards the northeast. The fence sections were constructed in a stepped fashion to address the change in topography. Due to the elevation changes and uneven ground level, the fence height does change depending upon where the measurement is taken. The highest height measurement was found at the end of the fence on the east end closest to Concord Boulevard.

During the Planning Commission discussion, the question was raised on how fence height is measured. The ordinance does not specify how or where to measure fence height. There is an allowance of an additional two inches for clearance at the ground level. If the fence is completely on the subject property, it would seem reasonable to measure height from the lowest ground elevation along the fence. This could be on either side of the fence. If the fence is on or against the property line, then it would seem reasonable to measure from the subject property side of the fence. For the fence in question here, the fence is setback from the property line. In this instance, it would seem reasonable to measure from the lowest point immediately along the fence on either side.

RECOMMENDATION

Planning Staff: Recommends approval of the request as presented based on the uniqueness and practical difficulty listed in the report

Planning Commission: Did not support the request and recommended denial based on the fact that the applicant was aware of the seven foot height limit when the permit was issued and failed to construct the fence in accordance with city code.

Attachments: Approval of Variance Resolution Planning Commission Recommendation
 Denial of Variance Resolution Planning Report

APPROVAL RESOLUTION

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A VARIANCE TO ALLOW A FENCE TO EXCEED
THE SEVEN (7) FOOT HEIGHT MAXIMUM

CASE NO. 11-20V
(Greg Grover)

Property located at 5975 Concord Boulevard and legally described as follows:

Lots 5 and 6, Block 3 and the vacated alley accruing there to, W.F Krech's 2nd Addition,
Dakota County, Minnesota

WHEREAS, an application has been received for a variance to allow a fence to exceed seven feet in height;

WHEREAS, the afore described property is zoned R-1C, Single Family Residential;

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 August 3, 2011 in accordance with City Code 10-3-3: C.;

WHEREAS, the practical difficulty and uniqueness of the requested variance is:

Fences are typical accessory uses to residential homes. The terrain of the property and the stepped design of the fence do not allow a perfect measurement of seven feet along the entire fence line. It would seem reasonable to allow some

flexibility in fence height because it may be impossible to construct a fence that is no taller than seven feet from the ground at all points along the fence. The fence is situated in the side and rear yard of the subject site. The variation of fence height of approximately one foot to ½ foot would not appear to alter the character of the neighborhood.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a fence greater than seven (7) feet in height is hereby approved.

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 22nd day of August, 2011.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Melissa Rheaume, Deputy Clerk

DENIAL RESOLUTION

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

RESOLUTION NO. _____

**RESOLUTION DENYING A VARIANCE TO ALLOW A FENCE TO EXCEED SEVEN (7)
FEET IN HEIGHT**

**CASE NO. 11-20V
(Greg Grover)**

Property located at 5975 Concord Boulevard and legally described as follows:

**Lots 5 and 6, Block 3 and the vacated alley accruing there to, W.F Krech's 2nd Addition,
Dakota County, Minnesota**

WHEREAS, an application has been received for a Variance to allow a fence to exceed seven feet in height;

WHEREAS, the afore described property is zoned R-1C, Single Family Residential;

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 or particular hardships 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 August 3, 2011 in accordance with City Code Section 515.40, Subd. 3C;

WHEREAS, a practical difficulty or uniqueness was not found to exist based on the following findings:

- a. The applicant was aware of the fence height limitation with the issuance of the building permit for the fence and therefore the fence should have been built in compliance with the height limitation,
- b. The facts presented did not satisfy the criteria needed to show a practical difficulty on the lot to support granting a variance. The change in elevation on the lot and lay of the land were not found severe enough to show that it is not possible to construct a fence meeting the height requirement,
- c. The conditions of the site were not so limiting or unique that the property could not be used in a reasonable manner without the variance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a fence seven (7) feet in height is hereby denied.

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 22nd day of August, 2011.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Melissa Rheäume, Deputy Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: August 3, 2011

SUBJECT: GREG GROVER – CASE NO. 11-20V

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a variance to allow a fence higher than seven feet in a residential area, for the property located at 5975 Concord Boulevard. 4 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the applicant received a permit in September, 2010 to reconstruct an existing fence that runs along the north side of the applicant's property line. The fence ended up being higher than the allowed seven feet. The discrepancy was brought to the City's attention, the Building Official verified the height to be 8'2" to 7'9" in some locations, the property owner was notified that he was in violation, and he submitted the variance application. Due to the slope of the property, the fence is built with a staggered design that steps down as the land goes down. The rolling terrain and the step-down design of the fence do not allow for perfect measurement of the seven foot maximum fence height. The measurement was taken from the neighbor's side of the fence and depending on where the fence is measured, it can have a wide range of heights. Based on the overall average, the fence height has exceeded seven feet. Staff felt it would be reasonable to allow some flexibility in height because it is virtually impossible to construct a fence no taller than seven feet from the ground at all points along this fence line. Staff recommends approval of the request.

Ms. Botten advised that staff heard from two neighboring property owners. The property owner to the west, Mr. Danner, was in support of the request providing the fence was located solely on the applicant's property. The Planning Commission could choose to add a condition that the applicant verify the corner stakes of his property. The property owner to the north opposes the request.

Commissioner Simon asked if the fence was inspected by the City.

Ms. Botten stated an inspection is a requirement of a permit, however, she was not sure at what point in the process the inspection was performed or whether they specifically measured the fence height.

Commissioner Simon stated a physical measurement would not be needed in this case as you could visibly see it was taller than seven feet.

Commissioner Gooch referred to Mr. Danner's letter and asked for clarification of whether any of the fence was located on Mr. Danner's property.

Ms. Botten stated that knowing the location of the property lines was the property owners'

responsibility and any dispute would be a civil issue. She advised that she explained this to Mr. Danner and he stated he would be okay with the request as long as Mr. Grover had a survey done and the corners marked showing the fence to be solely on the applicant's property.

Commissioner Elsmore asked if the original complainant was the same neighbor who sent the email stating he was opposed to the request, to which Ms. Botten replied that she was unsure as most complaints that come in remain anonymous.

Opening of Public Hearing

Greg Grover, 5995 Concord Boulevard, advised that he had a lot survey done last year and all the corner stakes are in place and clearly marked. He advised there was a retaining wall put in by a previous owner that was partially on Mr. Danner's property; however, he has since removed it.

Chair Bartholomew asked Mr. Grover if he was comfortable with his ability to locate the corner stakes.

Mr. Grover replied in the affirmative. He stated the property to the north was about two feet higher than his. Also, the previous owner dug out much of his backyard, leaving a large depression. To correct the situation he planned to bring in two feet of fill which would bring the fence height close to compliance. He advised that he installed landscape fabric on the bottom of the fence as his intent is to build planters along the fence and fill them with dirt. He sent plans to the City Engineer regarding the filling. Mr. Grover stated a land alteration permit was not needed as he was proposing to bring in 60 yards of fill and a permit was only needed for 100 yards or more.

Chair Bartholomew asked what length of the fence was above the seven foot mark.

Mr. Grover replied only the area near the depression, stating the fence was 7'6" at its highest point.

Commissioner Simon asked if the applicant installed the fence himself, to which Mr. Grover replied it was installed by a couple people working for him.

Commissioner Simon asked if they were fence contractors, to which Mr. Grover replied they were not.

Commissioner Simon stated it was the applicant's responsibility to find out that the fence had to be a maximum of seven feet in height.

Mr. Grover stated his intention was to fill in the back yard which would make the fence height close to compliance. He stated he had no control over the fence height on his neighbor's side of the fence.

Commissioner Simon asked when the fence was completed, to which Mr. Grover replied Fall 2010.

Commissioner Simon asked if the applicant applied for a fill permit yet.

Mr. Grover stated a land alteration permit was not needed, however, he submitted elevation

plans to the City Engineer but he had not yet gotten a response.

Commissioner Simon asked when the plans were submitted.

Mr. Grover stated they were sent three months ago, however, the City Engineer stated he never received them so another plan was submitted a month ago.

Ms. Botten advised that Mr. Grover is correct in stating that he does not need a land alteration permit, however, he is working with the Engineering Department to ensure that the proposed grading/filling would not negatively impact his neighbor. She stated she spoke with the City Engineer today and apparently there was some miscommunication as he was waiting for additional information from Mr. Grover. She will advise the City Engineer that Mr. Grover stated he has already submitted all documents.

Commissioner Wippermann asked why there were heavy boards on the bottom of the fence.

Mr. Grover stated he installed treated wood on the bottom of the fence to attach landscaping fabric to which would prevent any dirt from washing into his yard.

Commissioner Lissarrague asked if the fence would be in compliance if the proposed filling was done, to which Mr. Grover replied it would be very close.

Commissioner Wippermann asked if the fence was measured from the applicant's side or the neighbor's.

Ms. Botten replied that the measurement was taken from the neighbor's side which is likely why the report states the fence is 8'2" and the applicant states the fence is 7'6" at its highest elevation. Staff felt the fence should be measured from the neighbor's side because of the impact to that property.

Chair Bartholomew asked if code required that the elevation measurement be taken from the neighbor's side of the fence, to which Ms. Botten replied that City Code was not specific on which side to take the measurement.

Chair Bartholomew recommended that the criteria be clarified to prevent future issues.

Commissioner Elsmore asked how many sections of fence would need to be modified to bring it into compliance, to which Mr. Grover replied approximately six.

Commissioner Hark asked the applicant if the City came out to measure the fence.

Mr. Grover replied that apparently the Chief Building Official was on the property because he left a notice for him stating that he received a complaint and wished to discuss the situation.

Commissioner Hark asked if the notice was received during construction or after completion, to which Mr. Grover replied after completion.

Commissioner Hark asked if anyone from the City came out during construction of the fence.

Mr. Grover replied they did not. He advised that property owners are supposed to contact the

City for an inspection when they have finished the project. He was planning to contact the City once his landscaping was complete.

Chair Bartholomew asked if he knew the fence was to be a maximum of seven feet in height, to which Mr. Grover replied in the affirmative.

Chair Bartholomew asked if he was concerned that the fence was over seven feet.

Mr. Grover replied he was not because he assumed the proposed landscaping would bring it into compliance.

Chair Bartholomew asked if the applicant contacted the City to see if it would be acceptable to raise the elevation in order to meet the seven foot maximum.

Mr. Grover stated he contacted the City Engineer this past winter after receiving the notice from the Chief Building Official. He submitted his elevation plan and was told that he could not put in as much fill as he was proposing. In the spring he submitted a revised plan proposing two feet of fill. A month ago he submitted the plan again as the City Engineer stated he had not received the first one. He stated he was not aware that the City Engineer was waiting for additional documentation and would contact him regarding the situation.

Commissioner Wippermann asked if there were sections of fence where the western portion of the section was seven feet high but got taller as the ground sloped towards Concord.

Mr. Grover replied in the affirmative, stating the top section started at 6'6" in height. He advised that he dropped the sections in 6" increments to make a gradual slope.

Clair Hostetler, 5929 Concord Boulevard, stated he also owned the property immediately north of the applicant's property. He referred to his email citing various previous disagreements between he and Mr. Grover.

Chair Bartholomew requested that the comments be limited to the issue of the fence variance.

Mr. Hostetler stated he did not want any fill added to his property and would like the fence built in compliance with City Code.

Chair Bartholomew asked if the fence was on his property, to which Mr. Hostetler replied that it was approximately three inches inside Mr. Grover's property line.

Commissioner Lissarrague asked if Mr. Hostetler knew during construction that the fence was not in compliance with City height standards, to which Mr. Hostetler replied in the affirmative.

Commissioner Lissarrague asked if he addressed the height issue with Mr. Grover while the fence was being built, to which Mr. Hostetler replied that he did.

Commissioner Hark referred to a photograph of a no trespassing sign and asked how far the fence was from the sign, to which Mr. Hostetler replied the sign was approximately two inches inside Mr. Grover's property line.

Commissioner Lissarrague asked what was there prior to the newly built fence, to which Mr.

Hostetler replied there was a four foot chain link fence a couple feet inside the property line.

Russ Hostetler, 5939 Concord Boulevard, stated he was raised in the home north of Mr. Grover and to his knowledge the slope had always been there. He stated if Mr. Grover had hired a professional to build the fence it could have been constructed under the seven foot height maximum. He stated Mr. Grover should have to correct the situation and he cited various previous disputes between he and Mr. Grover.

Mr. Grover stated the previous fence was in disrepair. When he had the survey done he discovered it was four feet into his property and therefore he moved the fence over.

Planning Commission Discussion

Chair Bartholomew asked for clarification of which side the fence should be measured from.

Ms. Botten stated that Code does not specify which side it should be measured from. Staff measured it from the neighbor's side because there was an impact to them as well.

Chair Bartholomew asked if Mr. Grover could make the fence even taller if the variance was approved, to which Ms. Botten replied he could not.

Commissioner Elsmore stated the fence should be measured from the neighbor's side as they were the ones who were negatively impacted and had no say in the matter.

Chair Bartholomew stated that setting the fence back from the property line would eliminate the issue of what side to measure the height from.

Commissioner Lissarrague stated that Mr. Grover felt the fence would be in compliance because of the proposed fill, he was responsible and got a survey, and he felt uncomfortable going on the neighbor's property to measure the fence.

Commissioner Simon stated she would likely be voting no because if the fence had been built by a fence company it could have been built with proper step-downs and in compliance with City regulations, by pulling a permit the applicant should have been aware of the seven foot height requirement, the filling should have been done early spring, the neighbor should not be forced to fill their lot in in order to bring the fence into compliance, and approval of this request would set a precedent.

Commissioner Scales stated he saw both sides of the issue, but felt the fence should be measured from the applicant's side. He advised that he built a fence on his property. The neighbor then cut their yard down; therefore, through no fault of his own a person in the neighbor's yard would see a nine foot high fence.

Commissioner Elsmore stated the difference was that the neighbor in this situation did not cause the compliance issue by altering their yard.

Commissioner Scales stated his concern is that 20 years down the road the new owner of his house may not be able to replace the fence as they were not aware of the history.

Commissioner Wippermann stated he would likely be voting no as it would appear as if the fence could have been built in compliance with Code, and he saw no rationale for granting a

variance.

Commissioner Hark stated by pulling the permit the applicant essentially agreed to the height restrictions; however, he built the fence higher than agreed. The fence could have been built to conform with the terms of the permit. He stated he was disappointed that the two neighbors could not get along and asked if there was any precedent with the City as far as forcing someone to remove a fence.

Ms. Botten stated a precedent had not been set. She stated if City Council were opposed to the request they could ask that the portions exceeding the height maximum be corrected.

Commissioner Hark stated he was concerned about the potential for citizens to think they could do whatever they wanted if regulations were not enforced. He stated he would likely vote no, and he recommended that the City inspect projects prior to their completion.

Chair Bartholomew advised he was opposed to the variance, stating the fence could have been built in compliance with code, and the property owner could have set the fence back onto his property to maintain the proper height maximum. He stated he did not want to consider a variance until there was a clear understanding which side of the fence the height should be measured from.

Planning Commission Recommendation

Motion by Commissioner Gooch, second by Commissioner Elsmore, to deny the request for a variance to allow a fence to exceed the maximum height of seven feet in a residential area, for the property located at 5975 Concord Boulevard, based on the fact that the fence could have been built in compliance with Code.

Motion carried (8/1 - Lissarrague). This item goes to the City Council on August 22, 2011.

PLANNING REPORT CITY OF INVER GROVE HEIGHTS

REPORT DATE: July 20, 2011 **CASE NO:** 11-20V

HEARING DATE: August 3, 2011

APPLICANT/PROPERTY OWNER: Greg Grover

REQUEST: Variance to allow a fence to exceed seven feet

LOCATION: 5975 Concord Boulevard

COMPREHENSIVE PLAN: Mixed Use

ZONING: Single Family Residential

REVIEWING DIVISIONS: Planning **PREPARED BY:** Allan Hunting
Inspections City Planner

BACKGROUND

The applicant is requesting a variance from fence height standards to allow an existing fence to be taller than the seven (7) foot maximum height. The applicant received a permit in September, 2010 to reconstruct a fence that runs along the north side of the applicant's property line. The fence was constructed per permit submittal, but ended up being higher than seven feet. The discrepancy was brought to the City's attention and the Building Official went to the site and measured the fence height, at a few locations and it ranged from 8'2" to 7'9". The measurement was taken from the neighbor's side of the fence because a neighbor would have the biggest impact on excess fence height in these types of situations. Mr. Grover has indicated to staff that he lowered the elevation of two sections of the fence on the far west side to be below seven feet.

The property slopes downward towards Concord Boulevard and due to the slope, the fence is built with a staggered design that steps down as the land goes down. The terrain is rolling and not a constant slope heading to the street. There are many high and low variations that make a consistent height measurement difficult. Depending upon where the fence is measured, it can have a wide range of heights. Based on the overall average, the fence height has exceeded seven feet.

EVALUATION OF REQUEST:

Surrounding Uses: The subject property is surrounded by:

North	Single family residential; zoned R-1C, Single Family Residential; guided Mixed Use.
East	Industrial uses; zoned I-1, Limited Industry; guided Mixed Use.
West	Single family residential; Zoned R-1C, Single Family Residential; guided Low Density Residential.
South	Single family residential; Zoned R-1C; guided Mixed Use

Variance

As indicated earlier, the applicant is requesting a variance to exceed the seven foot maximum fence height restriction.

City Code Title 11, Chapter 3. **Variations**, states that the City Council may grant variations when they are in harmony with the general purposes and intent of the zoning 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 variations, City Code 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.*

The intent of a city code is to protect the health, safety and welfare of its residents. The variance request itself does not appear to be in conflict with this general purpose. A fence height variance does not appear to have a negative impact on the health, safety and welfare of the neighboring residents. A fence is a typical accessory use to a single family home. The Mixed Use designation recognizes a development pattern of residential and commercial that would interconnect, rather than segregate. A variance of this nature would not appear to be contrary to the comprehensive plan.

2. *The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.*

Fences are typical accessory uses to residential homes. A fence would be a reasonable use. The variation in fence height ranges from approximately one foot to nine inches higher than allowed. The terrain of the property and the stepped design of the fence do not allow a perfect measurement of seven feet along the entire fence line. It would seem reasonable to allow some flexibility in fence height because it may be impossible to construct a fence that is no taller than seven feet from the ground at all points along the fence. The Zoning Ordinance has a specific rule that indicates all measured distances shall be measured to the nearest 0.5 of a foot. The rule anticipates a fluctuation in measurement and placement of structures and thus allows a ½ foot

play in measurement. So, at any one point, a fence could be up to 7'6" and be considered in conformance. The fence in this instant is not that much higher than allowed.

3. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.*

The general slope of the area rises from Concord as you head west and northwest. According to topo information from Dakota County, there is a rise in elevation from two to four feet as the land slopes to the northwest. Over the years, there has been some altering of the natural grade along the north boundary of the lot. There is a swale type depression that lowers the elevation of the lot in the subject area. The previous owner had also cut into the back slope of the lot for a location of a storage shed, which no longer exists. Mr. Grover intends, at some point, to fill this area in to bring some of the lot closer to its original grade. All of these factors plus the general rise of the lot from Concord to the west, create a lot where it would be a challenge to construct a fence that meets the seven foot requirement at all points along the fence.

4. *The variance will not alter the essential character of the locality.*

The fence is situated in the side and rear yard of the subject site. It ends at least 30 feet from the front property line. A typical residential neighborhood will have fences with different construction styles (solid wood, slates with openings, chain link) and differing heights (4 to 7 feet). The variation of fence height of approximately one foot to ½ foot would not appear to alter the character of the neighborhood.

5. *Economic considerations alone do not constitute an undue hardship.*

This request does not appear to be based on economic circumstances. The fence has already been constructed with a permit.

ALTERNATIVES

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

- A. **Approval.** If the Planning Commission favors the request, the Commission should recommend approval of the following requests:
- Approval of the Variance to allow a constructed fence to exceed the seven (7) foot height maximum.
- B. **Denial** If the Planning Commission does not favor the proposed application the above request should be recommended for denial. With a recommendation for denial, findings

or the basis for the denial should be given.

RECOMMENDATION

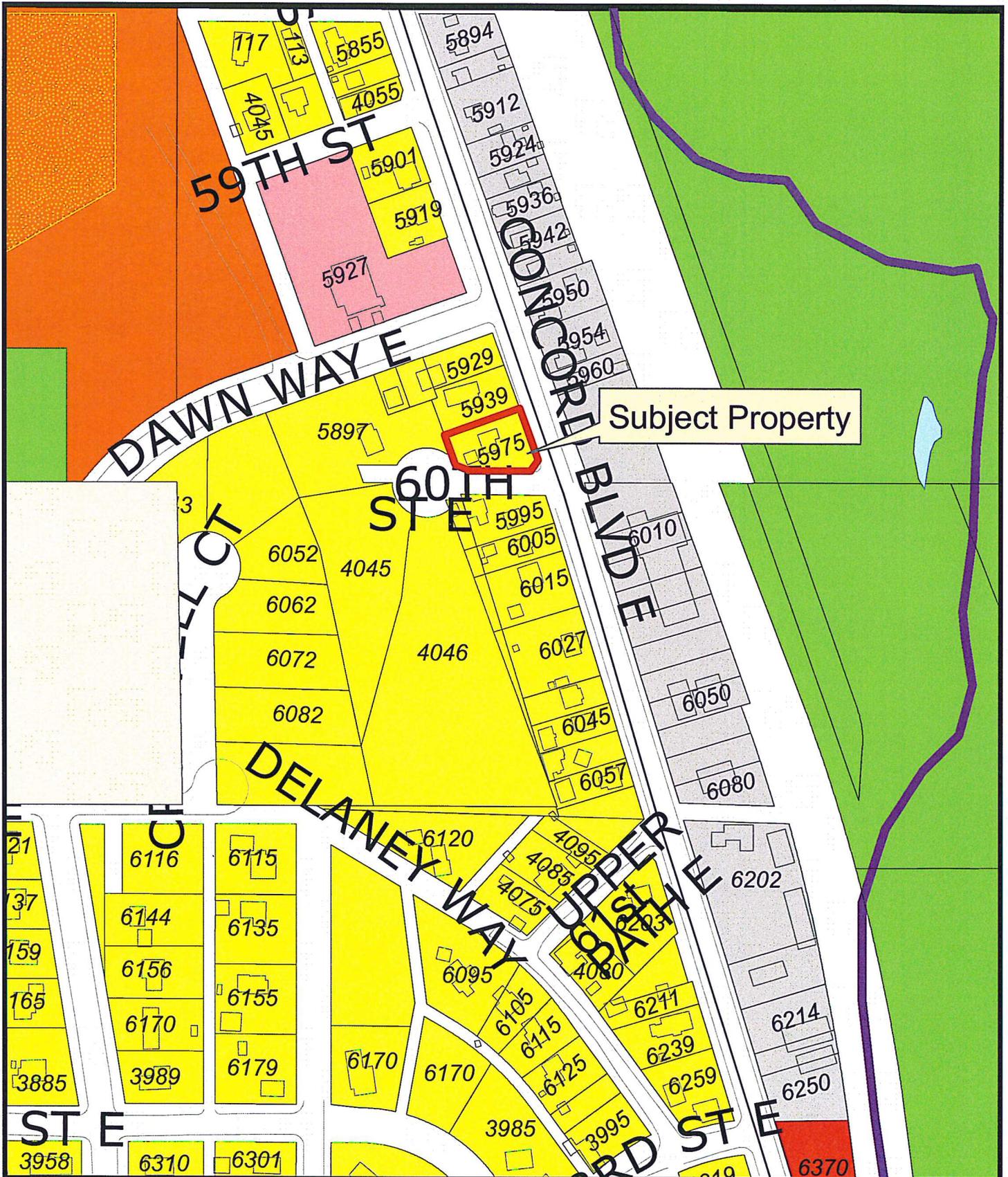
Staff recommends approval of the variance request with the Practical Difficulty and uniqueness being:

Fences are typical accessory uses to residential homes. The terrain of the property and the stepped design of the fence do not allow a perfect measurement of seven feet along the entire fence line. It would seem reasonable to allow some flexibility in fence height because it may be impossible to construct a fence that is no taller than seven feet from the ground at all points along the fence. The fence is situated in the side and rear yard of the subject site. The variation of fence height of approximately one foot to ½ foot would not appear to alter the character of the neighborhood.

Attachments: Exhibit A - Location Map
Exhibit B - Applicant narrative
Exhibit C - Site Plan
Exhibit D - Pictures



Location Map - Grover Property 5975 Concord Blvd E

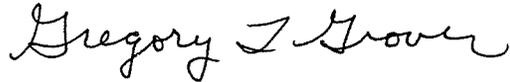


Subject Property

*Map is not to scale

This letter is a request for a fence height variance at 5975 Concord Blvd .The fence on the north side of my property needs to be higher than 7 feet due to the topography ,which consists of a depression at the front portion of the fence and the neighbors lot being significantly higher than my lot in the back yard. If the fence was lowered the neighbors can and would be peering over the top of the fence thus affording no privacy .Secondly due to the I.G.HGTS. reluctance to pass a reasonable Building Maintenance Code to address the deplorable condition of the house to the north of my property additional screening is needed .Your City engineer informed me that on new lots a 5' easement is retained on both sides of the plot line so problems like this can be remedied.

Greg Grover

A handwritten signature in cursive script that reads "Gregory I Grover". The signature is written in black ink and is positioned below the typed name "Greg Grover".

Dakota County Real Estate Inquiry

Data Updated 6/10/2011.

New Try Our New Property Information Program

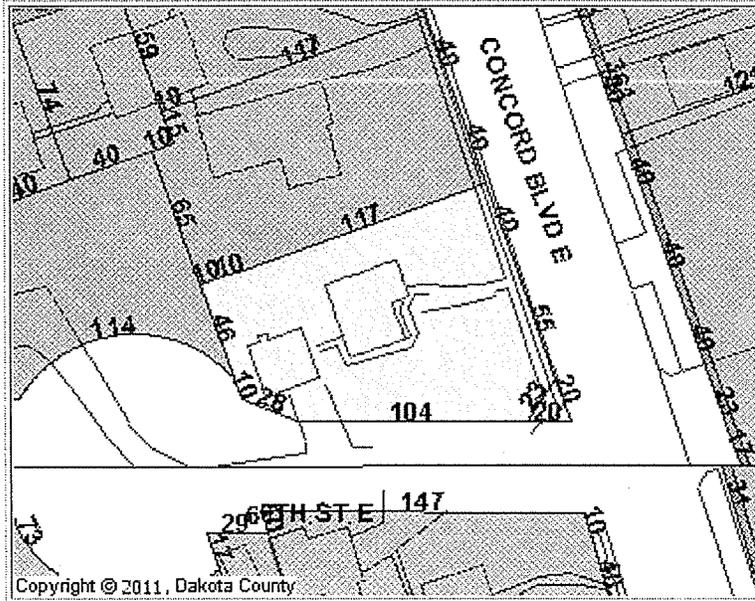
[Need Help?](#) [What's New?](#)

Map navigation

Select option and click on map:

Zoom In Zoom Out Pan Identify

Show Full County Map Big Map



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Legend

- Real Estate Parcels
- Parcels
- Common Ownership
- Water
- R/W, Easement
- Dedicated R/W

- Tax Parcels
- Market Value
- Recent Sales
- Year Built
- Air Photo
- Torrens

Choose ONE search method, enter criteria, and click Go or hit enter key.

House #:

OR

PIN:

[Details](#) [Tax Stub](#) [Statement](#) [Plat](#) [Comp Sales](#) [Neighborhood](#) [Birds Eye](#) [Photo](#)

PIN: 20-43251-03-060	2011 Est. Value (Payable 2012): \$135,600
Owner: GREGORY L GROVER	2010 Taxable Value (Payable 2011): \$138,200
Address: 5975 CONCORD BLVD E	Payable 2011 Tax: \$1,627.80
City: INVER GROVE HEIGHTS, MN 55076	Total Acreage: 0.28
	Year Built: 1936

PLEASE READ DISCLAIMER

This application was developed by the Dakota County Office of GIS in cooperation with Assessing Services and the Property Taxation & Records Departments



Click on the Dakota County Logo above to return to the home page

Fence





Allan Hunting

From: HotClair@aol.com
Sent: Saturday, July 30, 2011 10:55 AM
To: Allan Hunting
Subject: Greg Grover Case No. 11-20V Fence Variance At 5975 Concord IGH
Attachments: IGH Meeting Greg Grover Case No-11-20V.doc

Greg Grover Case No. 11-20V
Fence Variance At 5975 Concord IGH

I'm Clair Hostetler I live at 5929 Concord Blvd IGH and I own the house at (5939 Concord Blvd IGH) just to the North of 5975 Concord Blvd IGH. I have put together a word doc with pictures and explaining every thing in my letter. Please See Attached File.

I will be at the meeting with a copy of this letter also. 8-3-2011

If you have questions about my letter give me a call at 651-457-7481

Thank You

Clair Hostetler

**Greg Grover Case No. 11-20V
Fence Variance At 5975 Concord IGH**

I'm Clair Hostetler I live at 5929 Concord Blvd IGH and I own the house at (5939 Concord Blvd IGH) just to the North of 5975 Concord Blvd IGH.



I feel that Mr. Grover should have to comply with the city codes on his fence because about 2 or 4 years ago as most of you remember he ran for City Council and was not voted in. This is also one who new the City codes on how high this fence could be, this is also someone who would go a round to others in the neighbor hood and tell them what they could and could not do on there property.

When Mr. Grover had the property (5975) surveyed and found the boundary line was 2 feet more to the north, he made a big deal about and put up No Trespassing signs 3 inches from the line facing my house (5939).



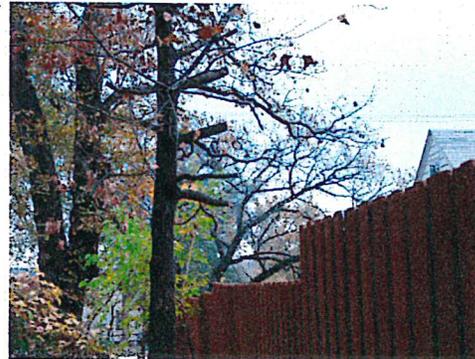
This was also the person who told me he was going to have my house condemned so I would have to tear it down, this is were I have had enough of him.

And to top it off, which I know he was in the right, the trees that had limbs going over his fence line he had someone cut all the limbs off all the way up to the top even with his fence line just to be smart.

I will be at the meeting with a copy of this letter. 8-3-2011

Thank You

**Clair Hostetler
651-457-7481**



**Greg Grover Case No. 11-20V Part 2
Fence Variance At 5975 Concord IGH**

I'm Clair Hostetler I live at 5929 Concord Blvd IGH and I own the house at (5939 Concord Blvd IGH) just to the North of 5975 Concord Blvd IGH.

Also Mr. Grover has made lot of enemies in the neighbor hood with his actions he has done with others. This person seems to find a ways to get around thing to suit him self.

I tried to get the OK for a carport in my yard with a tin top from Mansards and I was told its not strong enough to handle the wheat of our snow.

But Mr. Grover has the same one I talked about on his other property which I know has nothing to do with this case, I was just explaining this to you along with this photo so you can see whit I mean about him having it his way.



I will be at the meeting with a copy of this letter. 8-3-2011

**Thank You
Clair Hostetler
651-457-7481**

August 3, 2011

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

Re: Greg Grover – Case No. 11-20V

We are ok with the fence going up on this property, as long as it goes on his property. It is currently on our property.

Sincerely,
Danner Family Limited Partnership

A handwritten signature in black ink, appearing to read "Marlon Danner", with a long horizontal flourish extending to the right.

Marlon Danner
Partner

MD/kjr

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

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

Meeting Date: August 22, 2011
 Item Type: Regular
 Contact: JTeppen, Asst City Admin
 Prepared by:
 Reviewed by:



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

PURPOSE/ACTION REQUESTED Consider the attached Change Order No. 26 for City Project 2008-18 Public Safety Addition/City Hall Renovation.

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

As Council will also recall, the amounts reflected in some Change Orders have already been approved – either by the Council or by staff if the amounts fall under \$15,000.

PR 162 Ceiling Grid in Server Room 1194. At Server Room, the existing mechanical diffusers and lights require additional support. Based on existing conditions the most economical solution is to provide a ceiling grid. \$925

PR 178R Gypsum enclosures at Council Chambers. Provide gypsum board separation between Council Room displacement ventilation supply and return air chases. \$274

PR 184 Painting at existing south façade. Repaint existing stucco and provide cover to exposed damp-proofing at base of existing south façade. \$1,265

PR 185 Provide rock lined swale from existing rain water leader to new structure. \$1,593

PR 188R Provide new door hardware at existing lower level doors \$1,437

The Contract amount is reflected to increase \$5,494 for a revised contract total of \$12,048,553.10.

Change Orders are financed from the project contingency which started at \$613,601 and is now at \$40,237.90 with the above change/amount.

CHANGE ORDER

OWNER _____
 ARCHITECT _____
 CONTRACTOR _____
 FIELD _____
 OTHER _____

AIA DOCUMENT G701

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

PROJECT:	Inver Grove Heights Public Safety & City Hall Remodel	CHANGE ORDER NO.:	Twenty Six (26)
		DATE:	August 26, 2011
TO CONTRACTOR:	Shaw-Lundquist Associates 2757 West Service Road St. Paul, MN 55121	ARCHITECT'S PROJECT #:	1643.01
		CONTRACT DATE:	May 19, 2009
		CONTRACT FOR:	Addition & Remodel

The contract is changed as follows:

	Description	Cost	Days
1.	PR 162 Ceiling Grid in Server Room	\$925	0
2.	PR 178R Gypsum plenum enclosures at council chambers	\$274	0
3.	PR 184 Paint south façade stucco at wall base	\$1,265	0
4.	PR 185 Rock lined swale and inlet cover at existing roof drain.	\$1,593	0
5.	PR 188R Replace existing lower level door hardware	\$1,437	0
		\$5,494.00	

The original Contract Sum was	\$11,501,900.00
Net change by previously authorized Change Orders	\$541,159.10
The Contract Sum prior to this Change Order was	\$12,043,059.10
The Contract Sum will be (increased) (decreased) (unchanged) by this change order in the amount of	\$5,494.00
The new Contract Sum including this Change Order will be	\$12,048,553.10

The Contract time will be ~~(increased)~~~~(decreased)~~(unchanged). 0 Days

The dates of Substantial Completion therefore are ~~(increased)~~~~(decreased)~~(unchanged)
 Phase IB: Construct Public Safety Addition (unchanged) Phase IB: July 25, 2010
 Phase IIB: Construct City Hall Addition and Renovate Existing Building (Increased) Phase IIB: Sept. 15, 2011

CHANGE ORDER NO. 26
IGH Public Safety Addition & City Hall Remodel
1643.01

Authorized:

ARCHITECT

Boarman Kroos Vogel Group, Inc.
Address
222 N. 2nd Street
Minneapolis, MN 55401

CONTRACTOR

Shaw-Lundquist & Associates
Address
2757 West Service Road
St. Paul, MN 55121

OWNER

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

BY _____

BY _____

BY _____

Jack Boarman, President

DATE

DATE

DATE

AIA DOCUMENT G701 * CHANGE ORDER * 1987 EDITION * AIA - COPYRIGHT 1987 *

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006-5292

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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER THE THIRD AND FINAL READING OF AN ORDINANCE TO AMEND THE CITY CODE, TITLE 1, CHAPTER 5, SECTION 1, MEETINGS

Meeting Date: August 22, 2011
Item Type: Regular
Contact: JTeppen, Asst City Admin
Prepared by:
Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED Consider the third and final reading of an ordinance amending the City Code, Title 1, Chapter 5, Section 1, Meetings.

SUMMARY The City Council has asked staff to prepare an ordinance amendment to change the City Council’s meeting times from 7:30 pm to 7 pm.

A notice of the proposed change was in the July/August issue of Insights that was delivered to residents on July 11. The notice is also on the home page of the City’s web site. To date no comments have been received by staff.

The first meeting that the time change would be effective is the regular meeting of September 12.

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 1, CHAPTER 5, SECTION 1, MEETINGS

The City Council of Inver Grove Heights does hereby ordain as follows:

Section 1. Amendment No. 1. Inver Grove Heights City Code Title 1, Chapter 5, Section 1 is hereby amended in its entirety to read as follows:

1-5-1: MEETINGS:

A. Regular Meetings: Regular meetings of the council shall be held on the second and fourth Mondays of each calendar month at seven thirty o'clock (7:30) (7:00) P.M. Any regular meeting falling upon a holiday shall be held as determined by the city council at the previous regular meeting. (1974 Code § 200.01).

Section 2. Effective Date. This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed this 22nd day of August, 2011.

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy City Clerk

**LEVANDER,
GILLEN &
MILLER, P.A.**

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◊STEPHEN H. FOCHLER
◊JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
ANN C. O'REILLY
◻*DONALD L. HOEFT
DARCY M. ERICKSON
DAVID S. KENDALL
BRIDGET MCCAULEY NASON
DAVID B. GATES
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
• ROGER C. MILLER
1924-2009

MEMO

*ALSO ADMITTED IN WISCONSIN
◊ALSO ADMITTED IN NORTH DAKOTA
◻ALSO ADMITTED IN MASSACHUSETTS
◻ALSO ADMITTED IN OKLAHOMA

TO: Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: August 18, 2011
**RE: Ordinance Revising Definition of Parklands in Section 5-9-4-D-2-b of the
Inver Grove Heights City Code**

The above-reference Ordinance is on the Council agenda for consideration at the August 22, 2011 Council meeting. When Title 7, Chapter 5 of the Inver Grove Heights City Code was updated earlier this year, the definition of "parklands" in Section 7-5-1B was amended to a definition of "parks, park facilities, and recreation areas." This Ordinance is a housekeeping measure, designed to amend the current reference to the definition of "parklands" located in Section 5-9-4-D-2-b to bring that reference conformity with the revised definition of "parks, park facilities, and recreation areas" located in Section 7-5-1B of the Code.

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE,
TITLE 5, CHAPTER 9, SECTION 5-9-4-D-2-b
REGARDING THE DEFINITION OF PARK LANDS**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS
FOLLOWS:

Section One. Amendment. Title 5, Chapter 9, Section 5-9-4-D-2-b, of the Inver
Grove Heights City Code is hereby amended to read as follows:

5-9-4: RESTRICTIONS ON EXTERIOR PROPERTY AREAS

b. Pastures and "~~park lands~~" parks, park facilities, and recreation areas as defined by
subsection 7-5-1A~~B~~ of this code.

Section Two. Effective Date. This Ordinance shall be in full force and effect
upon its publication as provided by law.

Passed in regular session of the City Council on the ____ day of _____, 2011.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

By: _____
Melissa Rheaume, Deputy City Clerk