INVER GROVE HEIGHTS CITY COUNCIL AGENDA
-REVISED-
MONDAY, SEPTEMBER 12, 2011
8150 BARBARA AVENUE
7:00 P.M.

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

A. Minutes – August 22, 2011 Regular Council Meeting _____

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

C. Pay Voucher No. 27 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation _____

D. Approve Final Payment to Morcon Construction Co., Inc. for Repair of Water Intrusion Damage in Public Works Maintenance Building _____

E. Resolution Awarding Contract for 2011 Large Storm Sewer Televising Program _____

F. Accept Quotes and Award Rain Garden Plantings and Delivery to South Cedar Greenhouses for City Project No. 2011-09D, South Grove Area 6 _____

G. Approve Contract for Geotechnical Services to Sample and Test Pond Sediments for City Project No. 2010-22, Ravine Pond Railroad Erosion Mitigation _____

H. Resolution Accepting Individual Project Order (IPO) No. 18 from Kimley-Horn and Associates, Inc. for Design Services and Preparation of Contract Documents for City Project No. 2011-17, Blackberry Bridge Path Storm System Improvements _____

I. Resolution Accepting Proposal for Engineering Services from Bolton & Menk, Inc. for Preparation of the Feasibility Report for City Project No. 2012-09D, 65th Street from Babcock Trail to Cahill Avenue and Neighboring Streets _____

J. Approve Documents related to the Foreclosure of Vacant Lots within the Plat of Summit Pines _____

K. Approve Proposal from BRKW Appraisals Inc. for Appraisal Services for Excess Golf Course Properties _____

L. Authorization to Engage Survey Services for Old Town Hall Site Torrens Registration Proceeding _____

M. Approve Concession Agreement with Inver Grove Heights Youth Hockey _____

N. Approve Separation Agreement _____

O. Approve Appointment to Convention and Visitors Bureau Board _____

P. Personnel Actions _____

Q. Approve Agreement with Fluid Interiors, Inc. for Moving Services _____

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. DALE NELSON; Consider Resolution relating to a Variance to allow an Accessory Structure 12 Feet from the Rear Property Line whereas 50 feet is required for Property Located at 9860 Rich Valley Boulevard _____

B. CITY OF INVER GROVE HEIGHTS; Consider the First Reading of an Ordinance Amendment to Chapter 10 of the City Code relating to updates to the Floodplain Management District and adoption of the new FEMA Floodplain Maps _____

PUBLIC WORKS:

C. CITY OF INVER GROVE HEIGHTS; Consider Resolution Authorizing the Purchase of a Storm Water Facility Site on Portions of 4075 and 4095 78th Street for City Project No. 2011-02 _____

D. CITY OF INVER GROVE HEIGHTS; Resolution Authorizing the Submittal of a Clean Water Fund Application for the Construction of City Project No. 2011-02, Concord Boulevard Bioretention Basin at 78th Street _____

ADMINISTRATION:

E. CITY OF INVER GROVE HEIGHTS; Consider First Reading of an Ordinance Amending City Code Title 9, Chapter 5, Section 9-5-5 relating to Compliance Requirements for Land Alterations _____

F. CITY OF INVER GROVE HEIGHTS; Consider Approval of Proposed 2012 Tax Levies & Proposed 2012 Budgets _____

G. CITY OF INVER GROVE HEIGHTS; Consider Time Extension for SE Quadrant TIF Contract for Private Development with Fine & Associates _____

H. CITY OF INVER GROVE HEIGHTS; Approve Proposals for New Carpet and Wall Repair/ Paint _____

I. **CITY OF INVER GROVE HEIGHTS;** Approve Purchase of Equipment and Labor for Relocation of VoIP and Network Equipment for City Project No. 2008-18, Public Safety Addition/City Hall Renovation _____

J. **CITY OF INVER GROVE HEIGHTS;** Consider First Reading of an Ordinance Amending City Code Title 4, Chapter 1, Article A, Section 4 relating to Types of Intoxicating Liquor Licenses and a Resolution Adopting Temporary On Sale Liquor License Fees _____

K. **CITY OF INVER GROVE HEIGHTS;** Consider Appointing Representatives to Robert Street Transitway AA Study Steering & Technical Advisory Committees _____

8. **MAYOR AND COUNCIL COMMENTS:**

9. **ADJOURN:**

INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, AUGUST 22, 2011 - 8150 BARBARA AVENUE

CALL TO ORDER/ROLL CALL: The City Council of Inver Grove Heights met in regular session on Monday, August 22, 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:

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

Lieutenant Stanger introduced Officer Evelyn Duchene and recognized her over 21 years of service to the Police Department. Officer Duchene began her career with the department as a reserve officer and was hired as the department's first female full time patrol officer in 1990. Over her career Officer Duchene participated in the development and implementation of the City's DARE program, served as an advisor for the Inver Grove Heights Police Explorer Post, worked in the department's investigative unit, and was a hostage negotiator on the MAAG/SWAT team. She received a number of acknowledgements throughout her career, including letters of appreciation from citizens and letters of recommendation and commendation.

Officer Duchene thanked her fellow officers and the Council for recognizing her career and her accomplishments.

Mayor Tourville thanked Officer Duchene on behalf of the Council for her service to the City and the time and effort she put into her work for the Police Department.

4. CONSENT AGENDA:

Councilmember Klein removed Item 4N, Approve Resolution to release Various Conditional Use Permits and Variances Recorded against property located at 3747 117th Street, and Item 4T, Personnel Actions, from the Consent Agenda.

A. Minutes – August 8, 2011 Regular Council Meeting

B. **Resolution No. 11-140** Approving Disbursements for Period Ending August 17, 2011

C. Final Compensating Change Order, Final Pay Voucher No. 8 and **Resolution No**. **11-141** 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 No. 11-142** Accepting Work for Re-Roof of City Hall

E. Pay Voucher No. 1 for City Project No. 2010-09I, Blaine Ave. 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 Located at 7239 Baldwin Ave.

J. **Resolution No. 11-143** Accepting Quotes and Awarding Contracts for the 2011 Storm Water Facility Maintenance Program

K. **Resolution No. 11-144** 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

O. Approve Limited Hunting of Canada Geese within the City

P. **Resolution No. 11-146** Approving Charitable Gambling Premises Permit Application – IGH Soccer Association

Q. **Resolution No. 11-147** 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. **Resolution No. 11-148** Making an Election Not to Waive Statutory Tort Limits

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

Ayes: 5
Nays: 0 **Motion carried.**

N. Approve Resolution Releasing Various Conditional Use Permits and Variances Recorded Against Property Located at 3747 117th Street

Councilmember Klein questioned how the situation occurred.

Mr. Link explained prior to May 2007 the Distribution Center and Travel Plaza/Service Center were on one tax parcel. He advised that various Conditional Use Permits and Variances were recorded against the unplatted parcel for both the Distribution Center and the Travel Plaza/Service Center. He stated in 2007 the property was subdivided into two lots and one outlot, and a review of the existing land use approvals was not done. A title search completed on the IGH Distribution parcel revealed that a number of the conditional use permits and variances were carried forward on the property when they should have been applied to the Travel Plaza parcel. Staff reviewed the eight (8) land use applications and determined they were approved specifically for the Travel Plaza and not the Distribution Center or Outlot A.

Motion by Klein, second by Madden, to approve Resolution No. 11-145 releasing various Conditional Use Permits and Variances recorded against property located at 3747 117th Street

Ayes: 5
Nays: 0 **Motion carried.**

T. Personnel Actions

Councilmember Klein asked for an explanation regarding the separation of employment referenced in the memorandum.

Mr. Lynch explained that the employee was offered and subsequently accepted a position with another municipality.

Motion by Klein, second by Grannis, to approve personnel actions

Ayes: 5
Nays: 0 **Motion carried.**

5. <u>PUBLIC COMMENT:</u>

Allan Cederberg, 1162 82nd St. E., asked the City Council to tell the public what is going on with the Target store.

Mr. Lynch stated IGH Investments, LLC notified the City that they would begin work sometime in the coming week on the remaining private improvements. The developer met with and was able to reach an understanding with Target and anticipated having a signed agreement within a few weeks. As per the contract for private development Target has until February 15, 2012 to begin construction. Target obtained the necessary permits and hopes to start construction earlier.

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6. PUBLIC HEARINGS: None.

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 Boulevard

Mr. Link explained the applicant requested a conditional use permit to allow outdoor vehicle and material storage on the property. He advised that the existing site is used as a single family residence and a recycling facility. The property has an existing conditional use permit for the recycling facility, and a new conditional use permit was requested for outdoor storage. The proposed request met the Conditional Use Permit criteria relating to the Comprehensive Plan, zoning consistency, land use impacts, environmental impacts, and public health and safety impacts. Access to the site would not change. Staff recommended that the landscape plan be modified to identify the location of two additional trees to be located in the southwest portion of the property. Planning staff met with the applicant on-site and determined that the 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. Both Planning staff and the Planning Commission recommended approval of the request.

Councilmember Klein asked if the applicant was a new owner of the property.

Paul Saver, 7845 Boyd Court, stated he has owned the property since 2004.

Councilmember Madden confirmed that the applicant was aware of, and in agreement with the conditions.

Motion by Klein, second by Madden, to adopt Resolution No. 11-149 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

Ayes: 5
Nays: 0 Motion carried.

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 Blvd.

Mr. Link stated the applicant received a building permit to construct a fence along a portion of his north property line in September, 2010. Subsequent to the construction of the fence it was brought to the City's attention that the fence exceeded the maximum seven (7) 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 three (3) inches from the property line and measurements were obtained from the neighbor's side of the fence. Mr. Link advised that the property rises from Concord toward the northeast, and 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. A question was raised at the Planning Commission meeting regarding how fence height is measured. The ordinance does not specify how or where to measure fence height. Planning staff recommended approval of the request based on the practical difficulty that the terrain of the property and the stepped design of the fence do not allow a perfect measurement of seven (7) feet along the entire fence line. He noted it seemed reasonable to allow flexibility in fence height because it may be impossible to construct a fence that is no taller than seven (7) feet from the ground at all points along the fence. The fence is located in the side and rear yard of the subject site and the variation of fence height did not appear to alter the character of the neighborhood. The Planning Commission recommended denial of the request because the property owner was aware of the 7 foot height requirement when the building permit was issued and failed to construct the fence in compliance with City Code.

Councilmember Piekarski Krech asked if staff re-measured the fence on the property owner's side.

Mr. Link reiterated that the ordinance does not specify where to measure the fence from. He noted that the fence would be higher if measured from the property owner's side inside because the elevation is lower.

Councilmember Piekarski Krech asked if the height of the fence caused any problems with the neighbors.

Mr. Link reported staff did not see that it caused any difficulties.

Greg Grover, 5875 Concord Boulevard, stated he had the fence panels measured and intended to bring in some fill to make the fence meet the height requirement. He noted there was a lot of miscommunication between himself and the City throughout the entire process.

Motion by Klein, second by Madden, to adopt Resolution No. 11-150 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 Blvd.

Ayes: 5
Nays: 0 Motion carried.

ADMINISTRATION:

C. CITY OF INVER GROVE HEIGHTS; Consider Change Order No. 26 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation

Ms. Teppen stated the change order was comprised of five items totaling $5,494. The revised contract total, including the change order, was $12,048,553.10 and the project contingency fund balance was $40,237.90. She noted the project was just a few weeks away from substantial completion.

Councilmember Piekarski Krech stated she understood the first few items but did not understand why the items for the rock swale and painting were not included in the original contract.

Ms. Teppen explained the painting of the existing stucco was needed to cover exposed damp-proofing, and the rock line swale would be used to provide an additional measure of water flow and infiltration.

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

Ayes: 4
Nays: 1 (Piekarski Krech) Motion carried.

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

Mr. Lynch explained this is the third reading of the ordinance amending the start time of City Council meetings from 7:30 to 7:00 p.m. No changes were made to the proposed ordinance in either the first or second reading and no comments were received by staff on the proposed change.

Motion by Klein, second by Madden, to adopt Ordinance No. 1239 amending City Code Title 1, Chapter 5, Section 1 - Meetings

Ayes: 5
Nays: 0 Motion carried.

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 Park Lands

Mr. Kuntz explained when Title 7, Chapter 5 of the City Code was updated earlier in the year the definition of "parklands" in Section 7-5-1B was amended to a definition of "parks, park facilities, and recreation areas". The proposed amendment is a housekeeping measure designed to change the current reference to the definition of "parklands" in Section 5-9-4-D-2-b and bring that reference into conformity with the revised definition located in 7-5-1B.

Mr. Lynch recommended that the Council adopt the ordinance amendment in one reading because it was

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a minor housekeeping item, not a substantive change to the City Code.

The City Council agreed to pass the ordinance amendment in one reading if a unanimous vote was received.

Motion by Klein, second by Grannis, to adopt Ordinance No. 1240 amending City Code Title 5, Chapter 9, Section 5-9-4-D-2-b regarding the definition of Park Lands and to adopt the Ordinance in one (1) reading if unanimously approved

Ayes: 5
Nays: 0 **Motion carried.**

8. MAYOR & COUNCIL COMMENTS:

Ms. Teppen stated the City's annual clean-up day was scheduled for Saturday, September 17th, from 8:00 a.m. to 2:00 p.m. at the Public Works Maintenance facility.

Mayor Tourville announced that the City would be designated a Yellow Ribbon community by the Governor in a ceremony on August 23rd.

Mayor Tourville reminded citizens that Inver Grove Heights Days was scheduled for September 8-11th.

Mayor Tourville explained the Council would be going into executive session to discuss property acquisition. He noted the only action that would be taken when they returned would be to adjourn. He stated a work session would be held immediately following the adjournment of the regular meeting for budget discussions.

9. EXECUTIVE SESSION:

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

10. ADJOURN: Motion by Grannis, second by Piekarski Krech, to adjourn. The meeting was adjourned by a unanimous vote at 8:33 p.m.

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AGENDA ITEM _____4B_____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Meeting Date:	September 12, 2011		**Fiscal/FTE Impact:**
Item Type:	Consent		None
Contact:	Cathy Shea 651-450-2521	X	Amount included in current budget
Prepared by:	Cathy Shea Asst. Finance Director		Budget amendment requested
Reviewed by:	N/A		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of August 18, 2011 to September 7, 2011.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending September 7, 2011. The detail of these disbursements is attached to this memo.

General & Special Revenue	$533,922.40
Debt Service & Capital Projects	151,131.57
Enterprise & Internal Service	333,495.82
Escrows	19,425.72
Grand Total for All Funds	$1,037,975.51

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 18, 2011 to September 7, 2011 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING DISBURSEMENTS FOR THE PERIOD ENDING SEPTEMBER 7, 2011

WHEREAS, a list of disbursements for the period ending September 7, 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		$533,922.40
	Debt Service & Capital Projects		151,131.57
	Enterprise & Internal Service		333,495.82
	Escrows		19,425.72
	Grand Total for All Funds		$1,037,975.51

Adopted by the City Council of Inver Grove Heights this 12th day of September, 2011.

Ayes:

Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy City Clerk

City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 8/18/2011 - 9/7/2011

Vendor Name	Payment Number	Payable Number	Account Name	Account Number	Amount
Fund: 101 - GENERAL FUND					
EFTPS	DFT0001081	CM0000022	FED INC TAXES W/HELD PAY	101.203.2030200	(10.00)
EFTPS	DFT0000964	INV0002180	FED INC TAXES W/HELD PAY	101.203.2030200	43,777.58
EFTPS	DFT0001089	INV0002328	FED INC TAXES W/HELD PAY	101.203.2030200	10.00
EFTPS	DFT0001107	INV0002380	FED INC TAXES W/HELD PAY	101.203.2030200	272.13
EFTPS	DFT0001120	INV0002386	FED INC TAXES W/HELD PAY	101.203.2030200	1,252.06
EFTPS	DFT0001132	INV0002432	FED INC TAXES W/HELD PAY	101.203.2030200	173.65
EFTPS	DFT0001150	INV0002438	FED INC TAXES W/HELD PAY	101.203.2030200	1,319.77
MN DEPT OF REVENUE	DFT0001082	CM0000023	MN STATE W/H TAX PAYABLE	101.203.2030300	(10.00)
MN DEPT OF REVENUE	DFT0000965	INV0002181	MN STATE W/H TAX PAYABLE	101.203.2030300	18,360.65
MN DEPT OF REVENUE	DFT0001090	INV0002329	MN STATE W/H TAX PAYABLE	101.203.2030300	10.00
MN DEPT OF REVENUE	DFT0001108	INV0002381	MN STATE W/H TAX PAYABLE	101.203.2030300	126.47
MN DEPT OF REVENUE	DFT0001121	INV0002387	MN STATE W/H TAX PAYABLE	101.203.2030300	422.19
MN DEPT OF REVENUE	DFT0001133	INV0002433	MN STATE W/H TAX PAYABLE	101.203.2030300	80.19
MN DEPT OF REVENUE	DFT0001151	INV0002439	MN STATE W/H TAX PAYABLE	101.203.2030300	441.18
EFTPS	DFT0001084	CM0000025	SOC SEC W/HELD PAYABLE	101.203.2030400	(47.84)
EFTPS	DFT0000967	INV0002183	SOC SEC W/HELD PAYABLE	101.203.2030400	35,431.53
EFTPS	DFT0001092	INV0002331	SOC SEC W/HELD PAYABLE	101.203.2030400	84.32
EFTPS	DFT0001135	INV0002435	SOC SEC W/HELD PAYABLE	101.203.2030400	234.02
EFTPS	DFT0001153	INV0002441	SOC SEC W/HELD PAYABLE	101.203.2030400	736.64
EFTPS	DFT0001083	CM0000024	MEDICARE W/HELD PAYABLE	101.203.2030500	(13.34)
EFTPS	DFT0000966	INV0002182	MEDICARE W/HELD PAYABLE	101.203.2030500	12,507.26
EFTPS	DFT0001091	INV0002330	MEDICARE W/HELD PAYABLE	101.203.2030500	23.52
EFTPS	DFT0001109	INV0002382	MEDICARE W/HELD PAYABLE	101.203.2030500	75.24
EFTPS	DFT0001122	INV0002388	MEDICARE W/HELD PAYABLE	101.203.2030500	186.02
EFTPS	DFT0001134	INV0002434	MEDICARE W/HELD PAYABLE	101.203.2030500	65.26
EFTPS	DFT0001152	INV0002440	MEDICARE W/HELD PAYABLE	101.203.2030500	205.40
PERA	DFT0000953	INV0002163	PERA WITHHELD PAYABLE	101.203.2030600	2,612.09
PERA	DFT0000954	INV0002166	PERA WITHHELD PAYABLE	101.203.2030600	16,325.16
PERA	DFT0000955	INV0002167	PERA WITHHELD PAYABLE	101.203.2030600	16,307.27
PERA	DFT0000956	INV0002168	PERA WITHHELD PAYABLE	101.203.2030600	44.23
PERA	DFT0000957	INV0002169	PERA WITHHELD PAYABLE	101.203.2030600	44.23
PERA	DFT0000958	INV0002170	PERA WITHHELD PAYABLE	101.203.2030600	13,825.38
PERA	DFT0000959	INV0002171	PERA WITHHELD PAYABLE	101.203.2030600	9,216.96
PERA	DFT0001105	INV0002378	PERA WITHHELD PAYABLE	101.203.2030600	387.48
PERA	DFT0001106	INV0002379	PERA WITHHELD PAYABLE	101.203.2030600	258.32
PERA	DFT0001129	INV0002429	PERA WITHHELD PAYABLE	101.203.2030600	23.01
PERA	DFT0001130	INV0002430	PERA WITHHELD PAYABLE	101.203.2030600	143.84
PERA	DFT0001131	INV0002431	PERA WITHHELD PAYABLE	101.203.2030600	143.84
MN LIFE INSURANCE CO	108308	9/11	LIFE INS DEDUCT PAYABLE	101.203.2030900	1,879.10
AFSCME COUNCIL 5	108232	INV0002176	UNION DUES DEDUCT PAYABLE	101.203.2031000	92.94
AFSCME COUNCIL 5	108232	INV0002177	UNION DUES DEDUCT PAYABLE	101.203.2031000	1,551.56
AFSCME COUNCIL 5	108232	INV0002178	UNION DUES DEDUCT PAYABLE	101.203.2031000	88.38
UNITED WAY	108234	INV0002179	UNITED WAY DEDUCT PAYABLE	101.203.2031300	230.00
ICMA RETIREMENT TRUST - 457	DFT0000919	INV0002129	DEF COMP DEDUCT PAYABLE	101.203.2031400	135.00
ICMA RETIREMENT TRUST - 457	DFT0000920	INV0002130	DEF COMP DEDUCT PAYABLE	101.203.2031400	273.41
ICMA RETIREMENT TRUST - 457	DFT0000921	INV0002131	DEF COMP DEDUCT PAYABLE	101.203.2031400	75.00
ICMA RETIREMENT TRUST - 457	DFT0000922	INV0002132	DEF COMP DEDUCT PAYABLE	101.203.2031400	451.05
ICMA RETIREMENT TRUST - 457	DFT0000923	INV0002133	DEF COMP DEDUCT PAYABLE	101.203.2031400	175.00
ICMA RETIREMENT TRUST - 457	DFT0000924	INV0002134	DEF COMP DEDUCT PAYABLE	101.203.2031400	129.68
ICMA RETIREMENT TRUST - 457	DFT0000925	INV0002135	DEF COMP DEDUCT PAYABLE	101.203.2031400	847.86
ICMA RETIREMENT TRUST - 457	DFT0000926	INV0002136	DEF COMP DEDUCT PAYABLE	101.203.2031400	103.74
ICMA RETIREMENT TRUST - 457	DFT0000927	INV0002137	DEF COMP DEDUCT PAYABLE	101.203.2031400	100.00
ICMA RETIREMENT TRUST - 457	DFT0000928	INV0002138	DEF COMP DEDUCT PAYABLE	101.203.2031400	481.17

Vendor Name	Payment Numbe	Payable Number	Account Name	Account Number	Amount
ICMA RETIREMENT TRUST - 457	DFT0000929	INV0002139	DEF COMP DEDUCT PAYABLE	101.203.2031400	75.00
ICMA RETIREMENT TRUST - 457	DFT0000930	INV0002140	DEF COMP DEDUCT PAYABLE	101.203.2031400	176.80
ICMA RETIREMENT TRUST - 457	DFT0000931	INV0002141	DEF COMP DEDUCT PAYABLE	101.203.2031400	850.00
ICMA RETIREMENT TRUST - 457	DFT0000932	INV0002142	DEF COMP DEDUCT PAYABLE	101.203.2031400	506.28
ICMA RETIREMENT TRUST - 457	DFT0000933	INV0002143	DEF COMP DEDUCT PAYABLE	101.203.2031400	40.00
ICMA RETIREMENT TRUST - 457	DFT0000934	INV0002144	DEF COMP DEDUCT PAYABLE	101.203.2031400	232.31
ICMA RETIREMENT TRUST - 457	DFT0000935	INV0002145	DEF COMP DEDUCT PAYABLE	101.203.2031400	700.00
ICMA RETIREMENT TRUST - 457	DFT0000936	INV0002146	DEF COMP DEDUCT PAYABLE	101.203.2031400	282.44
ICMA RETIREMENT TRUST - 457	DFT0000937	INV0002147	DEF COMP DEDUCT PAYABLE	101.203.2031400	450.00
ICMA RETIREMENT TRUST - 457	DFT0000938	INV0002148	DEF COMP DEDUCT PAYABLE	101.203.2031400	129.68
ICMA RETIREMENT TRUST - 457	DFT0000939	INV0002149	DEF COMP DEDUCT PAYABLE	101.203.2031400	100.00
ICMA RETIREMENT TRUST - 457	DFT0000940	INV0002150	DEF COMP DEDUCT PAYABLE	101.203.2031400	33.54
ICMA RETIREMENT TRUST - 457	DFT0000941	INV0002151	DEF COMP DEDUCT PAYABLE	101.203.2031400	400.00
ICMA RETIREMENT TRUST - 457	DFT0000942	INV0002152	DEF COMP DEDUCT PAYABLE	101.203.2031400	198.24
ICMA RETIREMENT TRUST - 457	DFT0000943	INV0002153	DEF COMP DEDUCT PAYABLE	101.203.2031400	425.00
ICMA RETIREMENT TRUST - 457	DFT0000944	INV0002154	DEF COMP DEDUCT PAYABLE	101.203.2031400	92.92
ICMA RETIREMENT TRUST - 457	DFT0000945	INV0002155	DEF COMP DEDUCT PAYABLE	101.203.2031400	150.00
ICMA RETIREMENT TRUST - 457	DFT0000946	INV0002156	DEF COMP DEDUCT PAYABLE	101.203.2031400	271.84
ICMA RETIREMENT TRUST - 457	DFT0000947	INV0002157	DEF COMP DEDUCT PAYABLE	101.203.2031400	50.00
ICMA RETIREMENT TRUST - 457	DFT0000948	INV0002158	DEF COMP DEDUCT PAYABLE	101.203.2031400	465.55
ICMA RETIREMENT TRUST - 457	DFT0000949	INV0002159	DEF COMP DEDUCT PAYABLE	101.203.2031400	872.63
ICMA RETIREMENT TRUST - 457	DFT0000950	INV0002160	DEF COMP DEDUCT PAYABLE	101.203.2031400	75.77
ICMA RETIREMENT TRUST - 457	DFT0000951	INV0002161	DEF COMP DEDUCT PAYABLE	101.203.2031400	4,706.29
ICMA RETIREMENT TRUST - 457	DFT0000952	INV0002162	DEF COMP DEDUCT PAYABLE	101.203.2031400	70.11
MN NCPERS LIFE INSURANCE	108310	5420911	PERA INSURANCE PAYABLE	101.203.2031600	384.00
VANDERHEYDEN LAW OFFICE, P.A.	108236	INV0002127	MISC PAYROLL DEDUCTIONS	101.203.2031900	357.90
UNIVERSITY NATIONAL BANK	108235	INV0002164	MISC PAYROLL DEDUCTIONS	101.203.2031900	369.25
MESSERLI & KRAMER, P.A.	108233	INV0002165	MISC PAYROLL DEDUCTIONS	101.203.2031900	352.71
ICMA RETIREMENT TRUST - 457	DFT0000960	INV0002172	ROTH IRA DEDUCTION PAYABL	101.203.2032400	432.70
ICMA RETIREMENT TRUST - 457	DFT0000961	INV0002173	ROTH IRA DEDUCTION PAYABL	101.203.2032400	192.31
OPTUMHEALTH FINANCIAL SERVICES	DFT0000962	INV0002174	HSA ELECTION	101.203.2032500	2,108.60
OPTUMHEALTH FINANCIAL SERVICES	DFT0000963	INV0002175	HSA ELECTION	101.203.2032500	3,054.84
LEVANDER, GILLEN & MILLER P.A.	108168	JULY 29, 2011 81000E	CORP. CITY COUNCIL MTGS	101.41.1000.413.30401	360.00
LEVANDER, GILLEN & MILLER P.A.	108168	JULY 29, 2011 81000E	CORPORATE	101.41.1000.413.30420	14,361.48
AT & T MOBILITY	108101	287237771092x08122011	TELEPHONE	101.41.1000.413.50020	53.06
PETTY CASH	108196	7/25/11	SUPPLIES - OTHER	101.41.1000.413.60065	16.05
MN LIFE INSURANCE CO	108308	9/11	LIFE INSURANCE	101.41.1100.413.20620	75.50
ML RICE LEADERSHIP CONSULTING	108305	8/22/11	OTHER PROFESSIONAL SERVICES	101.41.1100.413.30700	350.00
WHAT WORKS INC	108226	IGH11-03	OTHER PROFESSIONAL SERVICES	101.41.1100.413.30700	1,045.00
TIMESAVER OFF SITE SECRETARIAL INC	108222	M18565	OTHER PROFESSIONAL SERVICES	101.41.1100.413.30700	141.00
AT & T MOBILITY	108101	287237771092x08122011	TELEPHONE	101.41.1100.413.50020	26.81
SPRINT	108333	573073317-117	TELEPHONE	101.41.1100.413.50020	38.04
DAKOTA CTY PROP TAXATION & RECORDS	108390	6/17/11	ADVERTISING/PUBLISHED NOTICES	101.41.1100.413.50025	138.00
LILLIE SUBURBAN NEWSPAPERS	108171	7/25/11	ADVERTISING/PUBLISHED NOTICES	101.41.1100.413.50025	721.64
DAKOTA CTY PROP TAXATION & RECORDS	108390	8/26/11	ADVERTISING/PUBLISHED NOTICES	101.41.1100.413.50025	414.00
STRAIGHT RIVER MEDIA	108341	1255	PRINT. & BIND. INSIGHTS	101.41.1100.413.50032	900.00
POSTMASTER	108083	8/15/11	PRINT. & BIND. INSIGHTS	101.41.1100.413.50032	1,959.90
BRINKMAN, AMY	108373	8/31/11	POSTAGE/DELIVERY	101.41.1100.413.50035	96.02
MCFOA	108296	8/19/11	DUES, LICENSES & SUBSCRIPTIONS	101.41.1100.413.50070	35.00
LYNCH, JOE	108425	8/31/11	MEALS AND LODGING	101.41.1100.413.50075	48.07
IPMA - HR MINNESOTA	108159	9/14/11	CONFERENCES AND SEMINARS	101.41.1100.413.50080	20.00
AT&T ST. PAUL	DFT0000876	7/11/11	SM TOOLS & MISC EQUIPMENT	101.41.1100.413.60040	794.30
MN LIFE INSURANCE CO	108308	9/11	LIFE INSURANCE	101.41.2000.415.20620	87.80
LILLIE SUBURBAN NEWSPAPERS	108171	7/25/11	ADVERTISING/PUBLISHED NOTICES	101.41.2000.415.50025	724.50
PRECISION DATA SYSTEMS	108321	008557	PRINTING & BINDING	101.41.2000.415.50030	549.30
PETTY CASH	108196	8/9/11	POSTAGE/DELIVERY	101.41.2000.415.50035	16.55
MN LIFE INSURANCE CO	108308	9/11	LIFE INSURANCE	101.42.4000.421.20620	496.96
LEVANDER, GILLEN & MILLER P.A.	108168	JULY 29, 2011	PROSECUTION	101.42.4000.421.30410	3,446.80
LEVANDER, GILLEN & MILLER P.A.	108168	JULY 29, 2011	PROSECUTION	101.42.4000.421.30410	11,686.02
LEVANDER, GILLEN & MILLER P.A.	108168	JULY 29, 2011	PROSECUTION	101.42.4000.421.30410	6,962.00

Vendor Name	Payment Numbe	Payable Number	Account Name	Account Number	Amount
LEVANDER, GILLEN & MILLER P.A.	108168	JULY 29, 2011	PROSECUTION	101.42.4000.421.30410	542.00
LEVANDER, GILLEN & MILLER P.A.	108168	JULY 29, 2011	PROSECUTION	101.42.4000.421.30410	10,295.51
LEVANDER, GILLEN & MILLER P.A.	108168	JULY 29, 2011	PROSECUTION	101.42.4000.421.30410	2,304.00
LEVANDER, GILLEN & MILLER P.A.	108168	JULY 29, 2011 81000E	CORPORATE	101.42.4000.421.30420	88.80
LEVANDER, GILLEN & MILLER P.A.	108168	JULY 29, 2011 81000E	CORPORATE	101.42.4000.421.30420	752.00
LEVANDER, GILLEN & MILLER P.A.	108168	JULY 29, 2011 81000E	CORPORATE	101.42.4000.421.30420	120.00
LEVANDER, GILLEN & MILLER P.A.	108168	JULY 29, 2011 81000E	CORPORATE	101.42.4000.421.30420	16.00
LEVANDER, GILLEN & MILLER P.A.	108168	JULY 29, 2011 81000E	CORPORATE	101.42.4000.421.30420	920.00
LEVANDER, GILLEN & MILLER P.A.	108168	JULY 29, 2011 81000E	CORPORATE	101.42.4000.421.30420	16.00
XCEL ENERGY	108227	383743232	REPAIR & MAINT.-EQUIPMENT	101.42.4000.421.40042	11.21
XCEL ENERGY	108227	383743272	REPAIR & MAINT.-EQUIPMENT	101.42.4000.421.40042	8.22
XCEL ENERGY	108227	383743322	REPAIR & MAINT.-EQUIPMENT	101.42.4000.421.40042	10.46
XCEL ENERGY	108227	383743352	REPAIR & MAINT.-EQUIPMENT	101.42.4000.421.40042	11.21
IDENTIX INCORPORATED	108154	54173-01	REPAIR & MAINT.-EQUIPMENT	101.42.4000.421.40042	233.00
SPRINT	108456	166309819	TELEPHONE	101.42.4000.421.50020	260.00
SPRINT	108333	266948529-088	TELEPHONE	101.42.4000.421.50020	782.12
COPY RIGHT	108121	52022	PRINTING & BINDING	101.42.4000.421.50030	72.76
US POSTMASTER - IGH	108351	8/29/11	POSTAGE/DELIVERY	101.42.4000.421.50035	132.00
UNIFORMS UNLIMITED	108348	86385	SUPPLIES-TRAINING	101.42.4000.421.60018	105.65
BEST BUY	DFT0000873	00595327	SM TOOLS & MISC EQUIPMENT	101.42.4000.421.60040	269.92
IDENTIX INCORPORATED	DFT0000864	53797-1	SM TOOLS & MISC EQUIPMENT	101.42.4000.421.60040	641.26
UNIFORMS UNLIMITED	108348	88657	UNIFORMS & CLOTHING	101.42.4000.421.60045	147.10
WAL-MART BUSINESS	108355	002988	SUPPLIES - OTHER	101.42.4000.421.60065	27.03
WAL-MART BUSINESS	108355	006289	SUPPLIES - OTHER	101.42.4000.421.60065	30.55
WAL-MART BUSINESS	108355	006314	SUPPLIES - OTHER	101.42.4000.421.60065	196.08
HENNING FIRE PROTECTION EQUIPMENT	108277	246720	SUPPLIES - OTHER	101.42.4000.421.60065	60.00
LOCAL GOVERNMENT INFORMATION SYSTEM	108172	33945	LEASE PAYMENTS	101.42.4000.421.70300	1,431.00
INVER GROVE FORD	108284	8/25/11	LEASE PAYMENTS	101.42.4000.421.70300	266.88
DAKOTA COMMUNICATIONS CENTER	108124	IG2011-09	LEASE PAYMENTS	101.42.4000.421.70300	26,178.00
DAKOTA CTY AUDITOR	108125	JUL-11	LEASE PAYMENTS	101.42.4000.421.70300	1,369.14
DAKOTA CTY AUDITOR	108125	JUN-11	LEASE PAYMENTS	101.42.4000.421.70300	1,369.14
OLUND, JIM	108317	8/26/11	TEMPORARY EMPLOYEES	101.42.4200.423.10300	618.47
YANEZ, GABRIEL	108237	8/26/11	TEMPORARY EMPLOYEES	101.42.4200.423.10300	711.40
PEDERSEN, DUSTIN	108319	8/26/11	TEMPORARY EMPLOYEES	101.42.4200.423.10300	70.53
MN LIFE INSURANCE CO	108308	9/11	LIFE INSURANCE	101.42.4200.423.20620	41.08
LEVANDER, GILLEN & MILLER P.A.	108168	JULY 29, 2011 81000E	CORPORATE	101.42.4200.423.30420	80.00
DAKOTA COMMUNICATIONS CENTER	108124	IG2011-09	OTHER PROFESSIONAL SERVICES	101.42.4200.423.30700	13,090.00
DAKOTA CTY AUDITOR	108125	JUL-11	OTHER PROFESSIONAL SERVICES	101.42.4200.423.30700	1,417.18
DAKOTA CTY AUDITOR	108125	JUN-11	OTHER PROFESSIONAL SERVICES	101.42.4200.423.30700	1,417.18
MINNEAPOLIS OXYGEN CO.	108182	10000103	REPAIR & MAINT-BUILDINGS	101.42.4200.423.40040	14.11
MINNEAPOLIS OXYGEN CO.	108300	1000102	REPAIR & MAINT-BUILDINGS	101.42.4200.423.40040	21.16
MINNEAPOLIS OXYGEN CO.	108182	3001133	REPAIR & MAINT-BUILDINGS	101.42.4200.423.40040	110.31
ASSOCIATED MECHANICAL CONTRACTORS	108246	34369	REPAIR & MAINT-BUILDINGS	101.42.4200.423.40040	201.00
ACE PAINT & HARDWARE	108238	508478/5	REPAIR & MAINT-BUILDINGS	101.42.4200.423.40040	5.33
ACE PAINT & HARDWARE	108088	508767/5	REPAIR & MAINT-BUILDINGS	101.42.4200.423.40040	16.01
RY-MAK PLUMBING & HEATING, INC	108326	8/8/11	REPAIR & MAINT-BUILDINGS	101.42.4200.423.40040	376.73
ACE PAINT & HARDWARE	108088	508257/5	REPAIR & MAINT.-EQUIPMENT	101.42.4200.423.40042	2.27
ACE PAINT & HARDWARE	108238	508458/5	REPAIR & MAINT.-EQUIPMENT	101.42.4200.423.40042	60.95
KRECH IRON WORKS	108421	5373	REPAIR & MAINT.-EQUIPMENT	101.42.4200.423.40042	48.21
SPRINT	108333	266183728-083	TELEPHONE	101.42.4200.423.50020	516.52
SPRINT	108333	641378810-045	TELEPHONE	101.42.4200.423.50020	39.99
CENTURY LINK	108253	8/19/11	TELEPHONE	101.42.4200.423.50020	40.13
UNITED PARCEL SERVICE	DFT0000867	0000Y486V0271	POSTAGE/DELIVERY	101.42.4200.423.50035	6.57
US POSTMASTER - IGH	DFT0000865	1000204383037	POSTAGE/DELIVERY	101.42.4200.423.50035	44.00
BELLEISLE, MONICA	108106	7/11	TRAVEL	101.42.4200.423.50065	37.18
BUCKLEY, BRANDON	108249	8/13/11	TRAVEL	101.42.4200.423.50065	29.53
STEENBERG, LUKE	108339	8/16/11	TRAVEL	101.42.4200.423.50065	13.32
STEENBERG, LUKE	108339	8/17/11	TRAVEL	101.42.4200.423.50065	16.65
CUB FOODS	DFT0000874	7/19/11	MEALS AND LODGING	101.42.4200.423.50075	10.78
SAM'S CLUB	108451	8/23/11-02	MEALS AND LODGING	101.42.4200.423.50075	80.07

Vendor Name	Payment Numbe	Payable Number	Account Name	Account Number	Amount
PUBLIC AGENCY TRAINING COUNCIL	DFT0000866	6/10/11	CONFERENCES AND SEMINARS	101.42.4200.423.50080	295.00
ACE PAINT & HARDWARE	108238	508406/5	SUPPLIES-JANITOR/CLEANING	101.42.4200.423.60011	18.83
SAM'S CLUB	108451	8/23/11-02	SUPPLIES-JANITOR/CLEANING	101.42.4200.423.60011	28.22
ACME TOOLS	108239	897330	SM TOOLS & MISC EQUIPMENT	101.42.4200.423.60040	684.51
ACME TOOLS	108239	905240	SM TOOLS & MISC EQUIPMENT	101.42.4200.423.60040	931.98
MUNICIPAL EMERGENCY SERVICES, INC.	108185	00246895_SNV	UNIFORMS & CLOTHING	101.42.4200.423.60045	3,189.96
ACE PAINT & HARDWARE	108238	508484/5	SUPPLIES - OTHER	101.42.4200.423.60065	45.90
SAM'S CLUB	108451	8/23/11-02	SUPPLIES - OTHER	101.42.4200.423.60065	27.72
SAM'S CLUB	108451	8/23/11-02	SUPPLIES - OTHER	101.42.4200.423.60065	160.54
GRAINGER	108271	9612940404	SUPPLIES - OTHER	101.42.4200.423.60065	5.30
ALEX AIR APPARATUS, INC.	108240	20358	BUILDINGS	101.42.4200.423.80200	16,405.31
MN LIFE INSURANCE CO	108308	9/11	LIFE INSURANCE	101.43.5000.441.20620	21.61
LEVANDER, GILLEN & MILLER P.A.	108168	JULY 29, 2011 81000E	CORPORATE	101.43.5000.441.30420	4,670.40
MN LIFE INSURANCE CO	108308	9/11	LIFE INSURANCE	101.43.5100.442.20620	123.04
BARR ENGINEERING COMPANY	108104	23190328.14-9	ENGINEERING CONSULTANTS	101.43.5100.442.30300	168.50
LEVANDER, GILLEN & MILLER P.A.	108168	JULY 29, 2011 81000E	CORPORATE	101.43.5100.442.30420	228.29
SPRINT	108214	378740559-010	TELEPHONE	101.43.5100.442.50020	390.67
T MOBILE	108217	7/7/11	TELEPHONE	101.43.5100.442.50020	49.99
LILLIE SUBURBAN NEWSPAPERS	108171	7/25/11	ADVERTISING/PUBLISHED NOTICES	101.43.5100.442.50025	17.25
NORTHWEST LASERS, INC.	108192	S1000049852	SM TOOLS & MISC EQUIPMENT	101.43.5100.442.60040	3,739.88
FIRSTSCRIBE	108139	22321	MISC-COMPUTER SOFTWARE	101.43.5100.442.60042	250.00
3M	108085	04971609	UNIFORMS & CLOTHING	101.43.5100.442.60045	70.00
MN LIFE INSURANCE CO	108308	9/11	LIFE INSURANCE	101.43.5200.443.20620	70.28
INSPEC INC	108157	211780-3	OTHER PROFESSIONAL SERVICES	101.43.5200.443.30700	656.40
XCEL ENERGY	108227	382866987	ELECTRIC UTILITY SERVICES	101.43.5200.443.40020	912.01
RCM SPECIALTIES, INC.	108203	1430	REPAIR & MAINT.-ROAD	101.43.5200.443.40046	7,912.00
RCM SPECIALTIES, INC.	108203	1433	REPAIR & MAINT.-ROAD	101.43.5200.443.40046	13,846.00
RCM SPECIALTIES, INC.	108444	3087	REPAIR & MAINT.-ROAD	101.43.5200.443.40046	9,890.00
ST CROIX TREE SERVICE	108457	67284	REPAIR & MAINT.-ROAD	101.43.5200.443.40046	867.83
HARDLINE CONTRETE & MASONRY	108273	765	REPAIR & MAINT.-ROAD	101.43.5200.443.40046	5,232.08
HARDLINE CONTRETE & MASONRY	108273	767	REPAIR & MAINT.-ROAD	101.43.5200.443.40046	8,134.25
M & J SERVICES, LLC	108293	90	REPAIR & MAINT.-ROAD	101.43.5200.443.40046	655.00
M & J SERVICES, LLC	108293	93	REPAIR & MAINT.-ROAD	101.43.5200.443.40046	1,625.00
M & J SERVICES, LLC	108293	94	REPAIR & MAINT.-ROAD	101.43.5200.443.40046	2,285.00
M & J SERVICES, LLC	108293	95	REPAIR & MAINT.-ROAD	101.43.5200.443.40046	520.00
JRK SEED & TURF SUPPLY	108162	1831	STORM WATER	101.43.5200.443.40066	62.52
SOLBERG AGGREGATE CO	108330	6728	STORM WATER	101.43.5200.443.40066	155.99
M & J SERVICES, LLC	108174	82	STORM WATER	101.43.5200.443.40066	435.00
M & J SERVICES, LLC	108174	83	STORM WATER	101.43.5200.443.40066	1,470.00
M & J SERVICES, LLC	108174	84	STORM WATER	101.43.5200.443.40066	1,055.00
M & J SERVICES, LLC	108174	85	STORM WATER	101.43.5200.443.40066	1,005.00
M & J SERVICES, LLC	108174	86	STORM WATER	101.43.5200.443.40066	1,005.00
INFRATECH	108282	PR11544	STORM WATER	101.43.5200.443.40066	1,785.00
INFRATECH	108282	PR11545	STORM WATER	101.43.5200.443.40066	2,090.00
SPRINT	108333	249383315-116	TELEPHONE	101.43.5200.443.50020	412.70
SPRINT	108333	249383315-117	TELEPHONE	101.43.5200.443.50020	286.16
PETTY CASH	108196	7/14/11	POSTAGE/DELIVERY	101.43.5200.443.50035	8.06
DAKOTA CTY AUDITOR	108125	JUL-11	DUES, LICENSES & SUBSCRIPTIONS	101.43.5200.443.50070	48.04
DAKOTA CTY AUDITOR	108125	JUN-11	DUES, LICENSES & SUBSCRIPTIONS	101.43.5200.443.50070	48.04
HOSE / CONVEYORS INC	108410	00022141	SUPPLIES - MAINTENANCE	101.43.5200.443.60016	189.64
EARL F ANDERSEN INC	108132	0096476-IN	SUPPLIES - MAINTENANCE	101.43.5200.443.60016	2,157.06
FRONTIER AG & TURF	108401	019793	SUPPLIES - MAINTENANCE	101.43.5200.443.60016	256.79
DIAMOND VOGEL PAINT	108394	101380289	SUPPLIES - MAINTENANCE	101.43.5200.443.60016	2,052.00
DIAMOND VOGEL PAINT	108394	101381566	SUPPLIES - MAINTENANCE	101.43.5200.443.60016	225.99
CITY OF SAINT PAUL	108380	119828	SUPPLIES - MAINTENANCE	101.43.5200.443.60016	3,431.82
BITUMINOUS ROADWAYS, INC.	108107	18496	SUPPLIES - MAINTENANCE	101.43.5200.443.60016	1,603.45
ZACK'S, INC.	108362	27087	SUPPLIES - MAINTENANCE	101.43.5200.443.60016	242.29
DANNER INC	108129	51404	SUPPLIES - MAINTENANCE	101.43.5200.443.60016	60.00
SOLBERG AGGREGATE CO	108212	6714	SUPPLIES - MAINTENANCE	101.43.5200.443.60016	474.69
SOLBERG AGGREGATE CO	108330	6804	SUPPLIES - MAINTENANCE	101.43.5200.443.60016	403.31

Vendor Name	Payment Numbe	Payable Number	Account Name	Account Number	Amount
SOLBERG AGGREGATE CO	108330	6845	SUPPLIES - MAINTENANCE	101.43.5200.443.60016	645.35
SOLBERG AGGREGATE CO	108454	7048	SUPPLIES - MAINTENANCE	101.43.5200.443.60016	676.40
TRACTOR SUPPLY CREDIT PLAN	108346	8/17/11	SUPPLIES - MAINTENANCE	101.43.5200.443.60016	36.40
DANNER LANDSCAPING	108260	8269	SUPPLIES - MAINTENANCE	101.43.5200.443.60016	36.34
GENERAL INDUSTRIAL SUPPLY CO	108143	91629	SUPPLIES - MAINTENANCE	101.43.5200.443.60016	182.76
GRAINGER	108406	9607908010	SUPPLIES - MAINTENANCE	101.43.5200.443.60016	63.57
FRONTIER AG & TURF	108140	P22013	SUPPLIES - MAINTENANCE	101.43.5200.443.60016	29.66
ESS BROTHERS & SONS INC	108264	QQ4094	SUPPLIES - MAINTENANCE	101.43.5200.443.60016	2,429.27
ESS BROTHERS & SONS INC	108397	QQ4285	SUPPLIES - MAINTENANCE	101.43.5200.443.60016	1,971.84
SOUTH METRO SPORTS	108331	5/11/11	UNIFORMS & CLOTHING	101.43.5200.443.60045	100.00
ARAMARK UNIFORM SERVICES	108244	629-73011464	UNIFORMS & CLOTHING	101.43.5200.443.60045	18.13
ARAMARK UNIFORM SERVICES	108098	629-7306197	UNIFORMS & CLOTHING	101.43.5200.443.60045	12.86
ARAMARK UNIFORM SERVICES	108244	629-7310917	UNIFORMS & CLOTHING	101.43.5200.443.60045	12.86
ARAMARK UNIFORM SERVICES	108366	629-7315781	UNIFORMS & CLOTHING	101.43.5200.443.60045	18.15
COLLINS ELECTRICAL CONST.	108385	114655.01	OTHER PROFESSIONAL SERVICES	101.43.5400.445.30700	653.00
XCEL ENERGY	108227	382866441	ELECTRIC UTILITY SERVICES	101.43.5400.445.40020	176.78
XCEL ENERGY	108227	3828665537	ELECTRIC UTILITY SERVICES	101.43.5400.445.40020	10.78
XCEL ENERGY	108227	382866647	ELECTRIC UTILITY SERVICES	101.43.5400.445.40020	149.08
XCEL ENERGY	108227	382867110	ELECTRIC UTILITY SERVICES	101.43.5400.445.40020	116.44
XCEL ENERGY	108227	382868375	ELECTRIC UTILITY SERVICES	101.43.5400.445.40020	86.17
XCEL ENERGY	108227	382868815	ELECTRIC UTILITY SERVICES	101.43.5400.445.40020	6,857.11
XCEL ENERGY	108227	382868849	ELECTRIC UTILITY SERVICES	101.43.5400.445.40020	495.56
XCEL ENERGY	108227	382868870	ELECTRIC UTILITY SERVICES	101.43.5400.445.40020	780.82
XCEL ENERGY	108227	382868891	ELECTRIC UTILITY SERVICES	101.43.5400.445.40020	35.57
XCEL ENERGY	108227	382868908	ELECTRIC UTILITY SERVICES	101.43.5400.445.40020	13.75
XCEL ENERGY	108227	382868924	ELECTRIC UTILITY SERVICES	101.43.5400.445.40020	818.19
XCEL ENERGY	108227	382868935	ELECTRIC UTILITY SERVICES	101.43.5400.445.40020	96.10
XCEL ENERGY	108227	382868948	ELECTRIC UTILITY SERVICES	101.43.5400.445.40020	45.76
XCEL ENERGY	108227	382868965	ELECTRIC UTILITY SERVICES	101.43.5400.445.40020	15.70
XCEL ENERGY	108227	382869308	ELECTRIC UTILITY SERVICES	101.43.5400.445.40020	11.88
XCEL ENERGY	108227	382869468	ELECTRIC UTILITY SERVICES	101.43.5400.445.40020	90.05
XCEL ENERGY	108227	383074219	ELECTRIC UTILITY SERVICES	101.43.5400.445.40020	41.47
XCEL ENERGY	108227	383076103	ELECTRIC UTILITY SERVICES	101.43.5400.445.40020	94.04
XCEL ENERGY	108358	38503404	ELECTRIC UTILITY SERVICES	101.43.5400.445.40020	39.17
XCEL ENERGY	108358	385594673	ELECTRIC UTILITY SERVICES	101.43.5400.445.40020	1.97
XCEL ENERGY	108358	385648672	ELECTRIC UTILITY SERVICES	101.43.5400.445.40020	37.12
XCEL ENERGY	108358	385650873	ELECTRIC UTILITY SERVICES	101.43.5400.445.40020	337.82
MN LIFE INSURANCE CO	108308	9/11	LIFE INSURANCE	101.44.6000.451.20620	94.29
LEVANDER, GILLEN & MILLER P.A.	108168	JULY 29, 2011 81000E	CORPORATE	101.44.6000.451.30420	1,639.54
CENTRAL LANDSCAPING	108115	1132	OTHER PROFESSIONAL SERVICES	101.44.6000.451.30700	470.25
YAGGY COLBY ASSOCIATES	108359	91374	OTHER PROFESSIONAL SERVICES	101.44.6000.451.30700	700.00
XCEL ENERGY	108227	194363584	GAS UTILITY SERVICES	101.44.6000.451.40010	26.72
XCEL ENERGY	108227	194363900	GAS UTILITY SERVICES	101.44.6000.451.40010	26.72
XCEL ENERGY	108227	194364079	GAS UTILITY SERVICES	101.44.6000.451.40010	26.72
XCEL ENERGY	108227	194364158	GAS UTILITY SERVICES	101.44.6000.451.40010	28.79
XCEL ENERGY	108227	194364560	GAS UTILITY SERVICES	101.44.6000.451.40010	26.72
XCEL ENERGY	108227	383828024	ELECTRIC UTILITY SERVICES	101.44.6000.451.40020	47.25
XCEL ENERGY	108227	383828045	ELECTRIC UTILITY SERVICES	101.44.6000.451.40020	28.86
XCEL ENERGY	108227	383828051	ELECTRIC UTILITY SERVICES	101.44.6000.451.40020	23.04
XCEL ENERGY	108227	383828071	ELECTRIC UTILITY SERVICES	101.44.6000.451.40020	22.98
XCEL ENERGY	108227	383828090	ELECTRIC UTILITY SERVICES	101.44.6000.451.40020	7.48
XCEL ENERGY	108227	383828098	ELECTRIC UTILITY SERVICES	101.44.6000.451.40020	11.68
XCEL ENERGY	108227	383828107	ELECTRIC UTILITY SERVICES	101.44.6000.451.40020	236.94
XCEL ENERGY	108227	383828286	ELECTRIC UTILITY SERVICES	101.44.6000.451.40020	10.06
XCEL ENERGY	108227	383828575	ELECTRIC UTILITY SERVICES	101.44.6000.451.40020	90.77
XCEL ENERGY	108227	383828939	ELECTRIC UTILITY SERVICES	101.44.6000.451.40020	702.69
XCEL ENERGY	108227	383829258	ELECTRIC UTILITY SERVICES	101.44.6000.451.40020	111.08
XCEL ENERGY	108227	383829501	ELECTRIC UTILITY SERVICES	101.44.6000.451.40020	58.12
TOTAL CONSTRUCTION & EQUIP.	108345	50716	REPAIR & MAINT-BUILDINGS	101.44.6000.451.40040	113.82
SHERWIN-WILLIAMS	108328	9131-3	REPAIR & MAINT-BUILDINGS	101.44.6000.451.40040	738.62

Vendor Name	Payment Numbe	Payable Number	Account Name	Account Number	Amount
BLOOMINGTON SECURITY SOLUTIONS INC	108248	S76999	REPAIR & MAINT-BUILDINGS	101.44.6000.451.40040	140.81
SPORT SYSTEMS UNLIMITED CORP	108332	0033515-IN	REPAIR &MAINT-OTHER STRUCTURES	101.44.6000.451.40047	363.92
AVR, INC.	108102	50376	REPAIR &MAINT-OTHER STRUCTURES	101.44.6000.451.40047	840.84
MIRACLE RECREATION EQUIPMENT	108304	715143	REPAIR &MAINT-OTHER STRUCTURES	101.44.6000.451.40047	86.58
BUDGET SANDBLASTING & PAINTING INC	108111	8/15/11	REPAIR &MAINT-OTHER STRUCTURES	101.44.6000.451.40047	168.00
BUDGET SANDBLASTING & PAINTING INC	108111	8/15/11-02	REPAIR &MAINT-OTHER STRUCTURES	101.44.6000.451.40047	1,480.00
NATURE CALLS, INC.	108313	15373	OTHER RENTALS	101.44.6000.451.40065	540.31
SPRINT	108333	487383319	TELEPHONE	101.44.6000.451.50020	405.40
CENTURY LINK	108253	8/13/11	TELEPHONE	101.44.6000.451.50020	0.07
CENTURY LINK	108253	8/13/11-02	TELEPHONE	101.44.6000.451.50020	41.59
CARLSON, ERIC	108250	8/25/11	POSTAGE/DELIVERY	101.44.6000.451.50035	5.80
GERTENS	108270	233586	SUPPLIES - MAINTENANCE	101.44.6000.451.60016	98.30
VIKING PAINTS, INC.	108353	34911	SUPPLIES - MAINTENANCE	101.44.6000.451.60016	603.25
VIKING PAINTS, INC.	108353	34943	SUPPLIES - MAINTENANCE	101.44.6000.451.60016	603.25
DANNER LANDSCAPING	108260	7884	SUPPLIES - MAINTENANCE	101.44.6000.451.60016	545.07
DANNER LANDSCAPING	108260	7891	SUPPLIES - MAINTENANCE	101.44.6000.451.60016	320.63
DANNER LANDSCAPING	108260	7894	SUPPLIES - MAINTENANCE	101.44.6000.451.60016	64.13
DANNER LANDSCAPING	108260	8268	SUPPLIES - MAINTENANCE	101.44.6000.451.60016	127.18
WINFIELD SOLUTIONS, LLC	108356	000057224450	PESTICIDES	101.44.6000.451.60035	303.10
GERTENS	108270	233542	PESTICIDES	101.44.6000.451.60035	233.64
JTD INC SPORTS TURF SPECIALITIES	108417	698B	PESTICIDES	101.44.6000.451.60035	195.65
JTD INC SPORTS TURF SPECIALITIES	108417	699B	PESTICIDES	101.44.6000.451.60035	514.47
JTD INC SPORTS TURF SPECIALITIES	108417	700B	PESTICIDES	101.44.6000.451.60035	112.31
JTD INC SPORTS TURF SPECIALITIES	108417	701B	PESTICIDES	101.44.6000.451.60035	72.46
JTD INC SPORTS TURF SPECIALITIES	108417	702B	PESTICIDES	101.44.6000.451.60035	89.78
JTD INC SPORTS TURF SPECIALITIES	108417	703B	PESTICIDES	101.44.6000.451.60035	38.48
JTD INC SPORTS TURF SPECIALITIES	108417	704B	PESTICIDES	101.44.6000.451.60035	427.07
JTD INC SPORTS TURF SPECIALITIES	108417	705B	PESTICIDES	101.44.6000.451.60035	108.69
JTD INC SPORTS TURF SPECIALITIES	108417	706B	PESTICIDES	101.44.6000.451.60035	253.61
JTD INC SPORTS TURF SPECIALITIES	108417	707B	PESTICIDES	101.44.6000.451.60035	79.71
JTD INC SPORTS TURF SPECIALITIES	108417	708B	PESTICIDES	101.44.6000.451.60035	61.59
JTD INC SPORTS TURF SPECIALITIES	108417	709B	PESTICIDES	101.44.6000.451.60035	152.17
MN WANNER COMPANY	108184	0090537-IN	SM TOOLS & MISC EQUIPMENT	101.44.6000.451.60040	253.43
MN WANNER COMPANY	108312	0090694	SM TOOLS & MISC EQUIPMENT	101.44.6000.451.60040	181.26
ARAMARK UNIFORM SERVICES	108244	629-73011464	UNIFORMS & CLOTHING	101.44.6000.451.60045	24.80
ARAMARK UNIFORM SERVICES	108098	629-7306197	UNIFORMS & CLOTHING	101.44.6000.451.60045	30.07
ARAMARK UNIFORM SERVICES	108244	629-7310917	UNIFORMS & CLOTHING	101.44.6000.451.60045	24.80
ARAMARK UNIFORM SERVICES	108366	629-7315781	UNIFORMS & CLOTHING	101.44.6000.451.60045	24.80
AGASSIZ SEED & SUPPLY	108091	041541	SUPPLIES - OTHER	101.44.6000.451.60065	2,095.00
FEDEX OFFICE	108138	062300007570	SUPPLIES - OTHER	101.44.6000.451.60065	19.34
ACE PAINT & HARDWARE	108238	508370/5	SUPPLIES-VANDALISM	101.44.6000.451.60066	11.35
BUDGET SANDBLASTING & PAINTING INC	108111	8/8/11	SUPPLIES-VANDALISM	101.44.6000.451.60066	960.00
MN LIFE INSURANCE CO	108308	9/11	LIFE INSURANCE	101.45.3000.419.20620	30.16
WALKER LAWN CARE, INC.	108354	1547	OTHER PROFESSIONAL SERVICES	101.45.3000.419.30700	733.95
NORTH COUNTRY INTERIORS	108189	574094	OTHER PROFESSIONAL SERVICES	101.45.3000.419.30700	280.05
WIRTH PROPERTIES MANAGEMENT	108357	640	OTHER PROFESSIONAL SERVICES	101.45.3000.419.30700	32.50
MN LIFE INSURANCE CO	108308	9/11	LIFE INSURANCE	101.45.3200.419.20620	30.53
LEVANDER, GILLEN & MILLER P.A.	108168	JULY 29, 2011 81000E	CORPORATE	101.45.3200.419.30420	1,329.20
LEVANDER, GILLEN & MILLER P.A.	108168	JULY 29, 2011 81000E	CORPORATE	101.45.3200.419.30420	1,595.00
LILLIE SUBURBAN NEWSPAPERS	108171	7/25/11	ADVERTISING/PUBLISHED NOTICES	101.45.3200.419.50025	94.88
MN LIFE INSURANCE CO	108308	9/11	LIFE INSURANCE	101.45.3300.419.20620	59.40
LEVANDER, GILLEN & MILLER P.A.	108168	JULY 29, 2011 81000E	CORPORATE	101.45.3300.419.30420	87.47
SPRINT	108333	634573312-117	TELEPHONE	101.45.3300.419.50020	35.63
PETTY CASH	108196	8/3/11	CONFERENCES AND SEMINARS	101.45.3300.419.50080	8.00
PETTY CASH	108196	8/3/11-02	CONFERENCES AND SEMINARS	101.45.3300.419.50080	8.00
PETTY CASH	108196	7/11/11	SM TOOLS & MISC EQUIPMENT	101.45.3300.419.60040	25.00
PETTY CASH	108196	8/16/11	SM TOOLS & MISC EQUIPMENT	101.45.3300.419.60040	6.95
NEAMEYER, DAVID	108188	8/17/11	SM TOOLS & MISC EQUIPMENT	101.45.3300.419.60040	41.75
PETTY CASH	108196	8/9/11-02	SM TOOLS & MISC EQUIPMENT	101.45.3300.419.60040	2.14
				Fund 101 - GENERAL FUND Total:	**458,310.49**

Vendor Name	Payment Numbe	Payable Number	Account Name	Account Number	Amount
Fund: 201 - C.V.B. FUND					
AMERICINN HOTELS & SUITES	108242	7/20/11	ADVERTISING/PUBLISHED NOTICES	201.44.1600.465.50025	108.00
EL LORO MEXICAN RESTAURNAT	108134	8/17/11	ADVERTISING/PUBLISHED NOTICES	201.44.1600.465.50025	250.00
B 52 BURGERS	108103	8/17/11	ADVERTISING/PUBLISHED NOTICES	201.44.1600.465.50025	250.00
ENSEMBLE CREATIVE & MARKETING	108137	IGH07292011	ADVERTISING/PUBLISHED NOTICES	201.44.1600.465.50025	1,500.00
LONE OAK COMPANIES	108291	52077	POSTAGE/DELIVERY	201.44.1600.465.50035	143.23
RIVER HEIGHTS CHAMBER OF COMMERCE	108206	1602	SUPPLIES - OFFICE	201.44.1600.465.60010	49.63
				Fund 201 - C.V.B. FUND Total:	**2,300.86**
Fund: 204 - RECREATION FUND					
HOYE, DENNIS	108280	8/19/11	SALES TAXES (NON UTIL)	204.207.2070300	28.27
OHMANN, ANDY	108316	8/19/11	SALES TAXES (NON UTIL)	204.207.2070300	14.96
MARQUARDT ELECTRIC	108295	8/19/11	SALES TAXES (NON UTIL)	204.207.2070300	13.30
STRAND, MIKE	108342	8/19/11	SALES TAXES (NON UTIL)	204.207.2070300	28.27
FRANKE, LINDA	108266	8/25/11	SALES TAXES (NON UTIL)	204.207.2070300	3.32
FISCHER, PATRICIA	108265	8/25/11	SALES TAXES (NON UTIL)	204.207.2070300	3.32
CONCORDIA MENS CLUB	108386	022311	TEAM CONDUCT	204.228.2280100	50.00
CAIN, COLIN	108375	022311	TEAM CONDUCT	204.228.2280100	50.00
BELK, CRAIG	108369	022311	TEAM CONDUCT	204.228.2280100	50.00
CRESS, DAVID	108388	022511	TEAM CONDUCT	204.228.2280100	50.00
CAMPOS, RAMON	108376	022511	TEAM CONDUCT	204.228.2280100	50.00
SALAUA, JOE	108448	022511	TEAM CONDUCT	204.228.2280100	50.00
KOESTER, DOMINICK	108420	022511	TEAM CONDUCT	204.228.2280100	50.00
PLADSEN, DENNIS	108439	022511	TEAM CONDUCT	204.228.2280100	50.00
BELL, JON	108370	022811	TEAM CONDUCT	204.228.2280100	50.00
VIERE, ERIC	108466	031511	TEAM CONDUCT	204.228.2280100	50.00
PRINGLE, MARY	108442	031811	TEAM CONDUCT	204.228.2280100	50.00
MIKE, BENJAMIN	108428	032111	TEAM CONDUCT	204.228.2280100	50.00
WARD, DAN	108468	032311	TEAM CONDUCT	204.228.2280100	50.00
DAULTON, JOSH	108393	033111	TEAM CONDUCT	204.228.2280100	50.00
STRAND, MIKE	108458	040111	TEAM CONDUCT	204.228.2280100	50.00
SVOBODA, ROBERT	108461	040111	TEAM CONDUCT	204.228.2280100	50.00
FRIBERG, MATTHEW	108400	040111	TEAM CONDUCT	204.228.2280100	50.00
KANE, SEAN	108418	041111	TEAM CONDUCT	204.228.2280100	50.00
NIEMAN, PAULA	108434	041111	TEAM CONDUCT	204.228.2280100	50.00
NEUBAUER, CONNOR	108432	041911	TEAM CONDUCT	204.228.2280100	50.00
ILLETTSCHKO, BILL	108412	042011	TEAM CONDUCT	204.228.2280100	50.00
OHMANN, ANDY	108316	8/19/11	TEAM CONDUCT	204.228.2280100	50.00
HOYE, DENNIS	108280	8/19/11	TEAM CONDUCT	204.228.2280100	50.00
REINEKE, TONYA	108204	8/11/11	RECREATION PROGRAM FESS	204.44.0000.3470000	5.00
RAUCHWARTER, JENNIFER	108202	8/11/11	RECREATION PROGRAM FESS	204.44.0000.3470000	57.00
LEON, DIANA	108167	8/11/11	RECREATION PROGRAM FESS	204.44.0000.3470000	57.00
HICKS, STAN	108150	8/12/11	RECREATION PROGRAM FESS	204.44.0000.3470000	57.00
REINEKE, TONYA	108204	8/16/11	RECREATION PROGRAM FESS	204.44.0000.3470000	52.00
DAKOTA CTY FINANCIAL SVCS	108126	8/16/11	RECREATION PROGRAM FESS	204.44.0000.3470000	65.00
BARTLETTE, LYNDA	108105	8/18/11	RECREATION PROGRAM FESS	204.44.0000.3470000	57.00
MARQUARDT ELECTRIC	108295	8/19/11	RECREATION PROGRAM FESS	204.44.0000.3470000	186.70
STRAND, MIKE	108342	8/19/11	RECREATION PROGRAM FESS	204.44.0000.3470000	396.73
HOYE, DENNIS	108280	8/19/11	RECREATION PROGRAM FESS	204.44.0000.3470000	396.73
OHMANN, ANDY	108316	8/19/11	RECREATION PROGRAM FESS	204.44.0000.3470000	210.04
GADDIE, GAIL	108268	8/22/11	RECREATION PROGRAM FESS	204.44.0000.3470000	6.00
FRANKE, LINDA	108266	8/25/11	RECREATION PROGRAM FESS	204.44.0000.3470000	46.68
FISCHER, PATRICIA	108265	8/25/11	RECREATION PROGRAM FESS	204.44.0000.3470000	46.68
DAKOTA CTY FINANCIAL SVCS	108259	8/25/11	RECREATION PROGRAM FESS	204.44.0000.3470000	35.00
STOFFEL, DIANE	108340	8/25/11	RECREATION PROGRAM FESS	204.44.0000.3470000	35.00
IGH BASEBALL ASSOCIATION	108155	8/16/11	FIELD RENTALS	204.44.0000.3471000	1,410.00
MN LIFE INSURANCE CO	108308	9/11	LIFE INSURANCE	204.44.6100.452.20620	72.11
ROBERT BEALKE INDUSTRIES	108446	289193	OTHER PROFESSIONAL SERVICES	204.44.6100.452.30700	300.00
SKYHAWKS SPORTS ACADEMY, INC.	108211	309122218	OTHER PROFESSIONAL SERVICES	204.44.6100.452.30700	1,210.40
MINNESOTA DEVELOPMENTAL BASKETBALL	108429	8/18/11	OTHER PROFESSIONAL SERVICES	204.44.6100.452.30700	1,440.00
SOUTH ST PAUL UMPIRES ASSOC	108455	8/23/11	OTHER PROFESSIONAL SERVICES	204.44.6100.452.30700	3,051.00

Vendor Name	Payment Numbe	Payable Number	Account Name	Account Number	Amount
MINNESOTA DEVELOPMENTAL BASKETBALL	108303	8/4/11	OTHER PROFESSIONAL SERVICES	204.44.6100.452.30700	360.00
SPRINT	108333	302193319-117	TELEPHONE	204.44.6100.452.50020	90.56
SWANK MOTION PICTURE INC	108216	1596410	DUES, LICENSES & SUBSCRIPTIONS	204.44.6100.452.50070	343.87
DAKOTA CTY PHYSICAL DEVELOPMENT	108127	SFT3710	RECREATION ENTRANCE FEES	204.44.6100.452.50090	185.00
SAM'S CLUB	108451	0817	RECREATION	204.44.6100.452.60009	(23.40)
O'CONNOR, TERI	108436	082911	RECREATION	204.44.6100.452.60009	31.20
FOREMOST PROMOTIONS	DFT0000879	131011	RECREATION	204.44.6100.452.60009	451.75
FOREMOST PROMOTIONS	DFT0000880	131673	RECREATION	204.44.6100.452.60009	369.00
CROWN TROPHY	108389	14676	RECREATION	204.44.6100.452.60009	31.01
HOME DEPOT	DFT0000888	28430000188706	RECREATION	204.44.6100.452.60009	2.86
HOME DEPOT	DFT0000888	28430000188706	RECREATION	204.44.6100.452.60009	224.93
HOME DEPOT	DFT0000890	2843000950949	RECREATION	204.44.6100.452.60009	(215.32)
HOME DEPOT	DFT0000886	2843000950956	RECREATION	204.44.6100.452.60009	215.32
PETTY CASH	108196	7/19/11	RECREATION	204.44.6100.452.60009	10.17
MICHAEL'S	DFT0000883	7/20/11	RECREATION	204.44.6100.452.60009	10.16
SAM'S CLUB	108452	8/23/11	RECREATION	204.44.6100.452.60009	16.07
SAM'S CLUB	108452	8/23/11	RECREATION	204.44.6100.452.60009	21.17
SAM'S CLUB	108452	8/23/11	RECREATION	204.44.6100.452.60009	13.78
SAM'S CLUB	108452	8/23/11	RECREATION	204.44.6100.452.60009	96.21
SAM'S CLUB	108452	8/23/11	RECREATION	204.44.6100.452.60009	39.45
SAM'S CLUB	108452	8/23/11	RECREATION	204.44.6100.452.60009	14.03
SAM'S CLUB	108452	8/23/11	RECREATION	204.44.6100.452.60009	6.32
SAM'S CLUB	108452	8/23/11	RECREATION	204.44.6100.452.60009	29.99
SAM'S CLUB	108452	8/23/11	RECREATION	204.44.6100.452.60009	33.95
SAM'S CLUB	108452	8/23/11	RECREATION	204.44.6100.452.60009	8.03
MN PREVENTION RESOURCE CENTER	108430	P039250	RECREATION	204.44.6100.452.60009	23.57
FAIRWAY FLYERZ	DFT0000882	P34628	RECREATION	204.44.6100.452.60009	16.07
OFFICE DEPOT	108437	7/27/11	SUPPLIES - OFFICE	204.44.6100.452.60010	7.49
OFFICEMAX INC	108438	841410	SUPPLIES - OFFICE	204.44.6100.452.60010	12.15
TAHO SPORTSWEAR	108462	11TF1363	UNIFORMS & CLOTHING	204.44.6100.452.60045	14.28
TAHO SPORTSWEAR	108462	11TF1363	UNIFORMS & CLOTHING	204.44.6100.452.60045	7.14
TAHO SPORTSWEAR	108462	11TF1363	UNIFORMS & CLOTHING	204.44.6100.452.60045	39.27
TAHO SPORTSWEAR	108462	11TF1363	UNIFORMS & CLOTHING	204.44.6100.452.60045	35.70
TAHO SPORTSWEAR	108462	11TF1363	UNIFORMS & CLOTHING	204.44.6100.452.60045	3.57
TAHO SPORTSWEAR	108462	11TF1363	UNIFORMS & CLOTHING	204.44.6100.452.60045	7.14
TAHO SPORTSWEAR	108462	11TF1363	UNIFORMS & CLOTHING	204.44.6100.452.60045	3.57
TAHO SPORTSWEAR	108462	11TF1363	UNIFORMS & CLOTHING	204.44.6100.452.60045	3.57
TAHO SPORTSWEAR	108462	11TF1363	UNIFORMS & CLOTHING	204.44.6100.452.60045	10.71
TAHO SPORTSWEAR	108462	11TF1363	UNIFORMS & CLOTHING	204.44.6100.452.60045	28.56
TAHO SPORTSWEAR	108462	11TF1363	UNIFORMS & CLOTHING	204.44.6100.452.60045	3.57
TAHO SPORTSWEAR	108462	11TF1363	UNIFORMS & CLOTHING	204.44.6100.452.60045	3.57
TAHO SPORTSWEAR	108462	11TF1363	UNIFORMS & CLOTHING	204.44.6100.452.60045	10.71
TAHO SPORTSWEAR	108462	11TF1363	UNIFORMS & CLOTHING	204.44.6100.452.60045	10.71
TAHO SPORTSWEAR	108462	11TF1363	UNIFORMS & CLOTHING	204.44.6100.452.60045	3.57
TAHO SPORTSWEAR	108462	11TF1363	UNIFORMS & CLOTHING	204.44.6100.452.60045	57.12
TAHO SPORTSWEAR	108462	11TF1363	UNIFORMS & CLOTHING	204.44.6100.452.60045	3.57
TAHO SPORTSWEAR	108462	11TF1440	UNIFORMS & CLOTHING	204.44.6100.452.60045	319.25
TAHO SPORTSWEAR	108462	11tf1652	UNIFORMS & CLOTHING	204.44.6100.452.60045	865.77
				Fund 204 - RECREATION FUND Total:	**14,291.25**
Fund: 205 - COMMUNITY CENTER					
POLAK, MARY	108199	8/16/11	LESSONS/TUITION	205.44.0000.3493501	24.00
REYNOLDS, MEGAN	108205	8/16/11	LESSONS/TUITION	205.44.0000.3493501	37.00
JOHNSON, LUKAS	108161	8/12/11	TEMPORARY EMPLOYEES	205.44.6200.453.10300	292.06
KINLEY, SHANNON	108287	8/26/11	TEMPORARY EMPLOYEES	205.44.6200.453.10300	95.53
MN LIFE INSURANCE CO	108308	9/11	LIFE INSURANCE	205.44.6200.453.20620	31.64
MN LIFE INSURANCE CO	108308	9/11	LIFE INSURANCE	205.44.6200.453.20620	31.64
MN LIFE INSURANCE CO	108308	9/11	LIFE INSURANCE	205.44.6200.453.20620	22.55
MN LIFE INSURANCE CO	108308	9/11	LIFE INSURANCE	205.44.6200.453.20620	12.21
MN LIFE INSURANCE CO	108308	9/11	LIFE INSURANCE	205.44.6200.453.20620	12.21
COCO DUGAN DESIGN	108383	04-11	OTHER PROFESSIONAL SERVICES	205.44.6200.453.30700	338.00

Vendor Name	Payment Numbe	Payable Number	Account Name	Account Number	Amount
COCO DUGAN DESIGN	108383	05-11	OTHER PROFESSIONAL SERVICES	205.44.6200.453.30700	330.00
XCEL ENERGY	108358	291641700	GAS UTILITY SERVICES	205.44.6200.453.40010	2,554.49
XCEL ENERGY	108358	291641700	GAS UTILITY SERVICES	205.44.6200.453.40010	2,205.63
XCEL ENERGY	108358	291641700	ELECTRIC UTILITY SERVICES	205.44.6200.453.40020	16,906.92
XCEL ENERGY	108358	291641700	ELECTRIC UTILITY SERVICES	205.44.6200.453.40020	10,851.76
DALCO ROOFING & SHEET METAL INC	108392	044224	REPAIR & MAINT-BUILDINGS	205.44.6200.453.40040	462.70
ALLIED HAND DRYER	108365	113292	REPAIR & MAINT-BUILDINGS	205.44.6200.453.40040	600.00
DAKOTA GLASS & GLAZING INC	108128	2011341	REPAIR & MAINT-BUILDINGS	205.44.6200.453.40040	525.00
HUEBSCH SERVICES	108281	2745634	REPAIR & MAINT-BUILDINGS	205.44.6200.453.40040	105.57
ABM JANITORIAL SERVICES	108087	2813328	REPAIR & MAINT-BUILDINGS	205.44.6200.453.40040	304.60
SPRUNG SERVICES	108335	60139	REPAIR & MAINT-BUILDINGS	205.44.6200.453.40040	630.50
SAFESTEP PRODUCTS, LLC.	108327	61320	REPAIR & MAINT-BUILDINGS	205.44.6200.453.40040	47.00
SAFESTEP PRODUCTS, LLC.	108327	61329	REPAIR & MAINT-BUILDINGS	205.44.6200.453.40040	960.00
NORTHERN AIR CORP	108190	75295	REPAIR & MAINT-BUILDINGS	205.44.6200.453.40040	382.50
RY-MAK PLUMBING & HEATING, INC	108326	8/7/11	REPAIR & MAINT-BUILDINGS	205.44.6200.453.40040	356.50
RY-MAK PLUMBING & HEATING, INC	108326	8/7/11-2	REPAIR & MAINT-BUILDINGS	205.44.6200.453.40040	2,406.22
RY-MAK PLUMBING & HEATING, INC	108326	8/7/11-3	REPAIR & MAINT-BUILDINGS	205.44.6200.453.40040	374.87
SPS COMPANIES, INC.	108336	S2406712.001	REPAIR & MAINT-BUILDINGS	205.44.6200.453.40040	233.66
R & R SPECIALTIES OF WI, INC.	108324	0048073-IN	REPAIR & MAINT.-EQUIPMENT	205.44.6200.453.40042	33.50
RICE SOUND & SERVICE INC	108445	04-2063	REPAIR & MAINT.-EQUIPMENT	205.44.6200.453.40042	65.00
HYDRO FIT INC	108411	11-3908	REPAIR & MAINT.-EQUIPMENT	205.44.6200.453.40042	285.95
PUSH PEDAL PULL	108323	5001934-IN	REPAIR & MAINT.-EQUIPMENT	205.44.6200.453.40042	191.04
SAM'S CLUB	108449	8/23/11-03	REPAIR & MAINT.-EQUIPMENT	205.44.6200.453.40042	48.07
FITNESS FIRST	108399	88896A	REPAIR & MAINT.-EQUIPMENT	205.44.6200.453.40042	31.75
SPRINT	108333	573073317-117	TELEPHONE	205.44.6200.453.50020	102.63
SPRINT	108333	573073317-117	TELEPHONE	205.44.6200.453.50020	21.44
SPRINT	108333	573073317-117	TELEPHONE	205.44.6200.453.50020	150.73
SPRINT	108333	573073317-117	TELEPHONE	205.44.6200.453.50020	102.63
COMCAST	108257	8/12/11	TELEPHONE	205.44.6200.453.50020	261.64
RIVERTOWN NEWSPAPER GROUP	108207	126062	ADVERTISING/PUBLISHED NOTICES	205.44.6200.453.50025	175.00
MN FUNERAL PLANNING	108306	MN1027	ADVERTISING/PUBLISHED NOTICES	205.44.6200.453.50025	250.00
US POSTMASTER - IGH	DFT0000878	1000204366834	POSTAGE/DELIVERY	205.44.6200.453.50035	4.95
ECSI SYSTEM INTEGRATORS	108133	7235	ALARM SERVICES / SYSTEMS	205.44.6200.453.50055	504.22
RIVER HEIGHTS CHAMBER OF COMMERCE	108325	1640	DUES, LICENSES & SUBSCRIPTIONS	205.44.6200.453.50070	1,190.00
TAGTMEYER, ANN	108343	7/10/11	DUES, LICENSES & SUBSCRIPTIONS	205.44.6200.453.50070	28.43
ZUMBA FITNESS	DFT0000885	7/24/11	DUES, LICENSES & SUBSCRIPTIONS	205.44.6200.453.50070	30.00
COMCAST	108120	8/2/11	DUES, LICENSES & SUBSCRIPTIONS	205.44.6200.453.50070	74.95
SKATEVILLE	108453	430372	RECREATION ENTRANCE FEES	205.44.6200.453.50090	578.50
WOODBURY 10 THEATER	108084	8/22/11	RECREATION ENTRANCE FEES	205.44.6200.453.50090	380.00
CITY OF APPLE VALLEY	108116	9753	RECREATION ENTRANCE FEES	205.44.6200.453.50090	504.00
GRAINGER	108271	9613152389	SUPPLIES-JANITOR/CLEANING	205.44.6200.453.60011	82.30
GRAINGER	108271	9614563501	SUPPLIES-JANITOR/CLEANING	205.44.6200.453.60011	651.94
GRAINGER	108406	9616253580	SUPPLIES-JANITOR/CLEANING	205.44.6200.453.60011	123.07
ACE PAINT & HARDWARE	108088	508068/5	SUPPLIES - SHOP	205.44.6200.453.60012	64.53
ACE PAINT & HARDWARE	108088	508074/5	SUPPLIES - SHOP	205.44.6200.453.60012	28.81
RADIOSHACK MOA	DFT0000884	034404	SUPPLIES - MAINTENANCE	205.44.6200.453.60016	47.17
MENARDS - WEST ST. PAUL	108297	10806	SUPPLIES - MAINTENANCE	205.44.6200.453.60016	39.46
ALLIED HAND DRYER	108241	113291	SUPPLIES - MAINTENANCE	205.44.6200.453.60016	74.75
MENARDS - WEST ST. PAUL	108426	15438	SUPPLIES - MAINTENANCE	205.44.6200.453.60016	14.43
MENARDS - WEST ST. PAUL	108426	15484	SUPPLIES - MAINTENANCE	205.44.6200.453.60016	19.67
ELROY'S ELECTRIC SERVICE	108135	1787	SUPPLIES - MAINTENANCE	205.44.6200.453.60016	48.00
ELROY'S ELECTRIC SERVICE	108135	1857	SUPPLIES - MAINTENANCE	205.44.6200.453.60016	64.44
ACE PAINT & HARDWARE	108088	508235/5	SUPPLIES - MAINTENANCE	205.44.6200.453.60016	5.34
ACE PAINT & HARDWARE	108238	508451/5	SUPPLIES - MAINTENANCE	205.44.6200.453.60016	9.60
HOME DEPOT CREDIT SERVICES	108152	573621	SUPPLIES - MAINTENANCE	205.44.6200.453.60016	16.44
HOME DEPOT CREDIT SERVICES	108152	5998106	SUPPLIES - MAINTENANCE	205.44.6200.453.60016	6.36
TRACTOR SUPPLY CREDIT PLAN	108346	8/11/11	SUPPLIES - MAINTENANCE	205.44.6200.453.60016	10.58
HOME DEPOT CREDIT SERVICES	108152	8012522	SUPPLIES - MAINTENANCE	205.44.6200.453.60016	160.74
GRAINGER	108271	9599970952	SUPPLIES - MAINTENANCE	205.44.6200.453.60016	293.63
GRAINGER	108271	96000237870	SUPPLIES - MAINTENANCE	205.44.6200.453.60016	73.06

Vendor Name	Payment Numbe	Payable Number	Account Name	Account Number	Amount
GRAINGER	108271	9600175104	SUPPLIES - MAINTENANCE	205.44.6200.453.60016	157.56
GRAINGER	108271	9604883380	SUPPLIES - MAINTENANCE	205.44.6200.453.60016	194.30
GRAINGER	108271	9605180521	SUPPLIES - MAINTENANCE	205.44.6200.453.60016	168.62
GRAINGER	108271	9608225083	SUPPLIES - MAINTENANCE	205.44.6200.453.60016	51.43
GRAINGER	108271	9609256293	SUPPLIES - MAINTENANCE	205.44.6200.453.60016	22.98
GRAINGER	108406	9618981360	SUPPLIES - MAINTENANCE	205.44.6200.453.60016	(71.69)
HAWKINS, INC.	108274	3253964	POOL CHEMICALS	205.44.6200.453.60024	2,093.45
SAUNA PLACE, THE	DFT0000889	6/30/11	SM TOOLS & MISC EQUIPMENT	205.44.6200.453.60040	156.65
TAHO SPORTSWEAR	108462	11TF1363	UNIFORMS & CLOTHING	205.44.6200.453.60045	3.57
LOWE'S	108173	02773	SUPPLIES - OTHER	205.44.6200.453.60065	18.05
KENDALL PRODUCTS	DFT0000881	303175	SUPPLIES - OTHER	205.44.6200.453.60065	306.91
OFFICE DEPOT	108437	7/27/11	SUPPLIES - OTHER	205.44.6200.453.60065	13.91
FEDEX OFFICE	108138	8/1/11	SUPPLIES - OTHER	205.44.6200.453.60065	19.29
SAM'S CLUB	108452	8/23/11	SUPPLIES - OTHER	205.44.6200.453.60065	2.76
SAM'S CLUB	108452	8/23/11	SUPPLIES - OTHER	205.44.6200.453.60065	203.90
SAM'S CLUB	108449	8/23/11-03	SUPPLIES - OTHER	205.44.6200.453.60065	80.13
SAM'S CLUB	108449	8/23/11-03	SUPPLIES - OTHER	205.44.6200.453.60065	119.13
SAM'S CLUB	108449	8/23/11-03	SUPPLIES - OTHER	205.44.6200.453.60065	41.95
SAM'S CLUB	108449	8/23/11-03	SUPPLIES - OTHER	205.44.6200.453.60065	9.51
SAM'S CLUB	108449	8/23/11-03	SUPPLIES - OTHER	205.44.6200.453.60065	10.16
SAM'S CLUB	108449	8/23/11-03	SUPPLIES - OTHER	205.44.6200.453.60065	7.07
SAM'S CLUB	108449	8/23/11-03	SUPPLIES - OTHER	205.44.6200.453.60065	53.04
SAM'S CLUB	108449	8/23/11-03	SUPPLIES - OTHER	205.44.6200.453.60065	11.37
SAM'S CLUB	108449	8/23/11-03	SUPPLIES - OTHER	205.44.6200.453.60065	47.93
SAM'S CLUB	108449	8/23/11-03	SUPPLIES - OTHER	205.44.6200.453.60065	9.95
SAM'S CLUB	108449	8/23/11-03	SUPPLIES - OTHER	205.44.6200.453.60065	37.23
SAM'S CLUB	108449	8/23/11-03	SUPPLIES - OTHER	205.44.6200.453.60065	26.42
SAM'S CLUB	108449	8/23/11-03	SUPPLIES - OTHER	205.44.6200.453.60065	9.65
SAM'S CLUB	108449	8/23/11-03	SUPPLIES - OTHER	205.44.6200.453.60065	38.50
SAM'S CLUB	108449	8/23/11-03	SUPPLIES - OTHER	205.44.6200.453.60065	15.51
SAM'S CLUB	108449	8/23/11-03	SUPPLIES - OTHER	205.44.6200.453.60065	19.98
SAM'S CLUB	108449	8/23/11-03	SUPPLIES - OTHER	205.44.6200.453.60065	20.20
SAM'S CLUB	108449	8/23/11-03	SUPPLIES - OTHER	205.44.6200.453.60065	0.93
SAM'S CLUB	108449	8/23/11-03	SUPPLIES - OTHER	205.44.6200.453.60065	53.41
SAM'S CLUB	108449	8/23/11-03	SUPPLIES - OTHER	205.44.6200.453.60065	10.15
OFFICEMAX INC	108438	841410	SUPPLIES - OTHER	205.44.6200.453.60065	12.16
GRAINGER	108271	9603225674	SUPPLIES - OTHER	205.44.6200.453.60065	436.96
SAFE-WAY BUS COMPANY	108447	4436	TRANSPORTATION	205.44.6200.453.70610	868.60
SAM'S CLUB	108449	8/23/11-03	FOOD	205.44.6200.453.76050	6.27
SAM'S CLUB	108449	8/23/11-03	FOOD	205.44.6200.453.76050	5.64
SAM'S CLUB	108449	8/23/11-03	FOOD	205.44.6200.453.76050	5.64
SAM'S CLUB	108449	8/23/11-03	BEVERAGES	205.44.6200.453.76100	61.11
ARMAGH HARDWOOD FLOORING, LLC	108368	030IGH0111	BUILDINGS	205.44.6200.453.80200	5,676.00
				Fund 205 - COMMUNITY CENTER Total:	**59,019.80**
Fund: 402 - PARK ACQ. & DEV. FUND					
LOUCKS ASSOCIATES	108292	24145	OTHER PROFESSIONAL SERVICES	402.44.6000.451.30700	3,689.54
BRAUN INTERTEC CORPORATION	108372	338507	OTHER PROFESSIONAL SERVICES	402.44.6000.451.30700	1,105.70
				Fund 402 - PARK ACQ. & DEV. FUND Total:	**4,795.24**
Fund: 420 - 2000 IMPROVEMENT FUND					
SRF CONSULTING GROUP, INC	108215	07255.00-10	ENGINEERING CONSULTANTS	420.72.5900.720.30300	2,792.07
				Fund 420 - 2000 IMPROVEMENT FUND Total:	**2,792.07**
Fund: 421 - 2001 IMPROVEMENT FUND					
LEVANDER, GILLEN & MILLER P.A.	108168	JULY 29, 2011 81000E	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.	108168	JULY 29, 2011 81000E	CORPORATE	423.72.5900.723.30420	42.50
				Fund 423 - 2003 IMPROVEMENT FUND Total:	**42.50**
Fund: 425 - 2005 IMPROVEMENT FUND					
LEVANDER, GILLEN & MILLER P.A.	108168	JULY 29, 2011 81000E	CORPORATE	425.72.5900.725.30420	344.30

Vendor Name	Payment Numbe	Payable Number	Account Name	Account Number	Amount
LEVANDER, GILLEN & MILLER P.A.	108168	JULY 29, 2011 81000E	CORPORATE	425.72.5900.725.30420	4,619.84
LEVANDER, GILLEN & MILLER P.A.	108168	JULY 29, 2011 81000E	CORPORATE	425.72.5900.725.30420	243.20
EMMONS & OLIVIER RESOURCES	108136	00095-0023-18	OTHER PROFESSIONAL SERVICES	425.72.5900.725.30700	206.34
ST CROIX TREE SERVICE	108338	66518	IMPROVEMENTS (NON-BLDG)	425.72.5900.725.80300	1,132.88
CENTURY FENCE	108252	8854c99	IMPROVEMENTS (NON-BLDG)	425.72.5900.725.80300	1,985.00
				Fund 425 - 2005 IMPROVEMENT FUND Total:	**8,531.56**
Fund: 428 - 2008 IMPROVEMENT FUND					
LEVANDER, GILLEN & MILLER P.A.	108168	JULY 29, 2011 81000E	CORPORATE	428.72.5900.728.30420	1,174.50
APPLIED ECOLOGICAL SERVICES	108096	22741	MISCELLANEOUS CONTRACTS	428.72.5900.728.70501	247.86
MCGHIE BETTS, INC	108176	20686	OTHER MISCELLANEOUS	428.72.5900.728.70600	1,968.00
INSPEC INC	108157	211862-5	OTHER MISCELLANEOUS	428.72.5900.728.70600	334.40
INSPEC INC	108157	211887-4	OTHER MISCELLANEOUS	428.72.5900.728.70600	343.25
				Fund 428 - 2008 IMPROVEMENT FUND Total:	**4,068.01**
Fund: 429 - 2009 IMPROVEMENT FUND					
LEVANDER, GILLEN & MILLER P.A.	108168	JULY 29, 2011 81000E	CORPORATE	429.72.5900.729.30420	17.00
BRAUER & ASSOCIATES LTD	108109	1202927	OTHER PROFESSIONAL SERVICES	429.72.5900.729.30700	324.00
SHORT ELLIOTT HENDRICKSON, INC.	108329	246723	OTHER PROFESSIONAL SERVICES	429.72.5900.729.30700	2,428.38
CARLSON, ERIC	108250	8/25/11	OTHER PROFESSIONAL SERVICES	429.72.5900.729.30700	682.00
				Fund 429 - 2009 IMPROVEMENT FUND Total:	**3,451.38**
Fund: 430 - 2010 IMPROVEMENT FUND					
GORMAN SURVEYING, INC	108146	7398	SURVEYING/STAKING SERVICE	430.73.5900.730.30320	679.59
				Fund 430 - 2010 IMPROVEMENT FUND Total:	**679.59**
Fund: 431 - 2011 IMPROVEMENT FUND					
PARTNERS & SIRNY ARCHITECTS	108318	2	ARCHITECTURAL SERVICES	431.73.5900.731.30200	1,093.33
SHORT ELLIOTT HENDRICKSON, INC.	108329	246064	ENGINEERING CONSULTANTS	431.73.5900.731.30300	18,807.14
SHORT ELLIOTT HENDRICKSON, INC.	108210	246990	ENGINEERING CONSULTANTS	431.73.5900.731.30300	3,185.17
DIVERSIFIED CONSTRUCTION	108130	14473	BUILDINGS	431.73.5900.731.80200	29,398.00
BUILDING MATERIAL SUPPLY, INC.	108112	29508	BUILDINGS	431.73.5900.731.80200	4,649.66
BUILDING MATERIAL SUPPLY, INC.	108112	29514	BUILDINGS	431.73.5900.731.80200	2,231.66
HEALTHCHECK SYSTEMS	DFT0000877	HCS-600104652	BUILDINGS	431.73.5900.731.80200	870.65
				Fund 431 - 2011 IMPROVEMENT FUND Total:	**60,235.61**
Fund: 440 - PAVEMENT MANAGEMENT PROJ					
SRF CONSULTING GROUP, INC	108337	07514.00-1	ENGINEERING CONSULTANTS	440.74.5900.740.30300	1,194.00
KIMLEY-HORN & ASSOCIATES, INC.	108165	4524814	ENGINEERING CONSULTANTS	440.74.5900.740.30300	9,759.95
GORMAN SURVEYING, INC	108146	7411	SURVEYING/STAKING SERVICE	440.74.5900.740.30320	16,030.50
AMERICAN ENGINEERING TESTING, INC.	108094	51695	GEOTECHNICAL SERVICES	440.74.5900.740.30340	10,240.00
AMERICAN ENGINEERING TESTING, INC.	108094	51797	GEOTECHNICAL SERVICES	440.74.5900.740.30340	752.80
AMERICAN ENGINEERING TESTING, INC.	108094	51798	GEOTECHNICAL SERVICES	440.74.5900.740.30340	15,506.75
LEVANDER, GILLEN & MILLER P.A.	108168	JULY 29, 2011 81000E	CORPORATE	440.74.5900.740.30420	17.00
GOODPOINTE TECHNOLOGIES	108145	2037	OTHER PROFESSIONAL SERVICES	440.74.5900.740.30700	4,935.00
				Fund 440 - PAVEMENT MANAGEMENT PROJ Total:	**58,436.00**
Fund: 443 - TREE PRESERVATION FUND					
ST CROIX TREE SERVICE	108338	66866	SUPPLIES - MAINTENANCE	443.74.5900.743.60016	1,795.50
				Fund 443 - TREE PRESERVATION FUND Total:	**1,795.50**
Fund: 446 - NW AREA					
BOLTON & MENK, INC.	108108	0140898	ENGINEERING CONSULTANTS	446.74.5900.746.30300	4,455.00
				Fund 446 - NW AREA Total:	**4,455.00**
Fund: 453 - SE QUADRANT TIF DIST 4-1					
BLACKBERRY POINTE APARTMENTS	108371	9/6/11	PRINCIPAL PAYMENTS	453.57.9000.570.90100	1,619.61
				Fund 453 - SE QUADRANT TIF DIST 4-1 Total:	**1,619.61**
Fund: 501 - WATER UTILITY FUND					
MINNESOTA DEPARTMENT OF HEALTH	108301	9/30/11	WATER CHARGES	501.50.0000.3811000	11,720.00
MN LIFE INSURANCE CO	108308	9/11	LIFE INSURANCE	501.50.7100.512.20620	55.67
PRAIRIE RESTORATIONS, INC.	108320	0017392	OTHER PROFESSIONAL SERVICES	501.50.7100.512.30700	432.94
TKDA	108464	002011002383	OTHER PROFESSIONAL SERVICES	501.50.7100.512.30700	2,573.99
INSPEC INC	108157	211780-3	OTHER PROFESSIONAL SERVICES	501.50.7100.512.30700	671.80
CITY OF BLOOMINGTON	108379	7/29/11	OTHER PROFESSIONAL SERVICES	501.50.7100.512.30700	400.00

Vendor Name	Payment Numbe	Payable Number	Account Name	Account Number	Amount
CITY OF BLOOMINGTON	108379	9/1/11	OTHER PROFESSIONAL SERVICES	501.50.7100.512.30700	400.00
DAKOTA ELECTRIC ASSN	108391	8/25/11	ELECTRIC UTILITY SERVICES	501.50.7100.512.40020	11.19
ELROY'S ELECTRIC SERVICE	108135	1893	REPAIR & MAINT-BUILDINGS	501.50.7100.512.40040	51.44
GRAINGER	108271	9599411007	REPAIR & MAINT-BUILDINGS	501.50.7100.512.40040	46.32
MN PIPE & EQUIPMENT	108311	0271551	REPAIR & MAINT.-UTILITIES	501.50.7100.512.40043	1,572.17
MN PIPE & EQUIPMENT	108311	0271767	REPAIR & MAINT.-UTILITIES	501.50.7100.512.40043	2,287.55
HD SUPPLY WATERWORKS LTD	108275	3417093	REPAIR & MAINT.-UTILITIES	501.50.7100.512.40043	1,853.73
SPRINT	108333	842483314-117	TELEPHONE	501.50.7100.512.50020	341.28
UNITED PARCEL SERVICE	108349	0000V4650V331	POSTAGE/DELIVERY	501.50.7100.512.50035	58.62
GERTENS	108404	229546	SUPPLIES - MAINTENANCE	501.50.7100.512.60016	80.70
VIKING INDUSTRIAL CENTER	108467	278977	SUPPLIES - MAINTENANCE	501.50.7100.512.60016	57.08
SHERWIN-WILLIAMS	108328	3482-4	SUPPLIES - MAINTENANCE	501.50.7100.512.60016	59.80
ACE PAINT & HARDWARE	108088	508188/5	SUPPLIES - MAINTENANCE	501.50.7100.512.60016	17.60
ACE PAINT & HARDWARE	108088	508213/5	SUPPLIES - MAINTENANCE	501.50.7100.512.60016	4.57
ACE PAINT & HARDWARE	108238	508400/5	SUPPLIES - MAINTENANCE	501.50.7100.512.60016	13.11
DANNER LANDSCAPING	108260	8270	SUPPLIES - MAINTENANCE	501.50.7100.512.60016	18.17
SHERWIN-WILLIAMS	108328	8692-5	SUPPLIES - MAINTENANCE	501.50.7100.512.60016	124.38
HAWKINS, INC.	108409	3255871	SUPPLIES-UTIL SYS (CHEM)	501.50.7100.512.60019	570.31
MN GLOVE & SAFETY, INC.	108307	255064	SUPPLIES - OTHER	501.50.7100.512.60065	448.88
				Fund 501 - WATER UTILITY FUND Total:	**23,871.30**
Fund: 502 - SEWER UTILITY FUND					
THOMAS L HERZOG REAL ESTATE	108221	8/15/11	UTILITY SUSPENSE ACCOUNT	502.110.1160000	45.69
ASBILL, TIM AND ANITA	108100	8/15/11	UTILITY SUSPENSE ACCOUNT	502.110.1160000	17.14
OLD MASTERS TITLE	108195	8/15/11	UTILITY SUSPENSE ACCOUNT	502.110.1160000	44.30
ALL AMERICAN TITLE COMPANY	108092	8/15/11	UTILITY SUSPENSE ACCOUNT	502.110.1160000	32.14
MIDWEST GUARANTY TITLE	108181	8/15/11	UTILITY SUSPENSE ACCOUNT	502.110.1160000	134.71
ANDERSON GROUP, THE	108095	8/15/11-01	UTILITY SUSPENSE ACCOUNT	502.110.1160000	108.34
ANDERSON GROUP, THE	108095	8/15/11-02	UTILITY SUSPENSE ACCOUNT	502.110.1160000	81.30
OLD MASTERS TITLE	108195	8/15/11-02	UTILITY SUSPENSE ACCOUNT	502.110.1160000	26.04
MN LIFE INSURANCE CO	108308	9/11	LIFE INSURANCE	502.51.7200.514.20620	35.99
METROPOLITAN COUNCIL	108180	0000967007	SEWER UTILITY SERVICES	502.51.7200.514.40015	126,744.67
				Fund 502 - SEWER UTILITY FUND Total:	**127,270.32**
Fund: 503 - INVER WOOD GOLF COURSE					
MN LIFE INSURANCE CO	108308	9/11	LIFE INSURANCE	503.52.8000.521.20620	28.50
ALL STAR PRO GOLF, INC.	108093	221281	SUPPLIES - OTHER	503.52.8000.521.60065	539.15
CUSHMAN MOTOR COMPANY INC	108122	154475	REPAIR & MAINT.-EQUIPMENT	503.52.8100.522.40042	32.17
CUSHMAN MOTOR COMPANY INC	108122	154557	REPAIR & MAINT.-EQUIPMENT	503.52.8100.522.40042	1,188.09
ALL STAR PRO GOLF, INC.	108093	221282	ACCESSORIES	503.52.8200.523.76400	323.37
TITLEIST	108344	2881899	BALLS	503.52.8200.523.76450	567.63
DRAFT TECHNOLOGIES	108131	0808117J	REPAIR & MAINT.-EQUIPMENT	503.52.8300.524.40042	35.00
DRAFT TECHNOLOGIES	108262	0822116J	REPAIR & MAINT.-EQUIPMENT	503.52.8300.524.40042	35.00
SUMMIT FACILITY & KITCHEN SERVICE	108459	57517	REPAIR & MAINT.-EQUIPMENT	503.52.8300.524.40042	164.00
AA PARTY & TENT RENTAL	108086	16320	SUPPLIES - OTHER	503.52.8300.524.60065	959.44
ARCTIC GLACIER, INC.	108099	385122202	SUPPLIES - OTHER	503.52.8300.524.60065	139.00
ARCTIC GLACIER, INC.	108099	385122513	SUPPLIES - OTHER	503.52.8300.524.60065	155.56
ARCTIC GLACIER, INC.	108245	385123201	SUPPLIES - OTHER	503.52.8300.524.60065	166.60
ARCTIC GLACIER, INC.	108245	385123700	SUPPLIES - OTHER	503.52.8300.524.60065	72.76
US FOODSERVICE	108225	4246560	SUPPLIES - OTHER	503.52.8300.524.60065	20.68
US FOODSERVICE	108225	4309931	SUPPLIES - OTHER	503.52.8300.524.60065	255.31
ARCTIC GLACIER, INC.	108099	438121511	SUPPLIES - OTHER	503.52.8300.524.60065	161.08
ARCTIC GLACIER, INC.	108245	438123417	SUPPLIES - OTHER	503.52.8300.524.60065	166.60
ARCTIC GLACIER, INC.	108367	438124518	SUPPLIES - OTHER	503.52.8300.524.60065	166.60
ARCTIC GLACIER, INC.	108099	439122814	SUPPLIES - OTHER	503.52.8300.524.60065	67.24
US FOODSERVICE	108225	4433137	SUPPLIES - OTHER	503.52.8300.524.60065	236.60
US FOODSERVICE	108350	4560715	SUPPLIES - OTHER	503.52.8300.524.60065	361.39
US FOODSERVICE	108350	4611719	SUPPLIES - OTHER	503.52.8300.524.60065	54.19
ARCTIC GLACIER, INC.	108099	463121803	SUPPLIES - OTHER	503.52.8300.524.60065	100.36
ARCTIC GLACIER, INC.	108245	463124200	SUPPLIES - OTHER	503.52.8300.524.60065	169.36
US FOODSERVICE	108350	4689470	SUPPLIES - OTHER	503.52.8300.524.60065	190.82
HEGGIES PIZZA	108149	1034269	FOOD	503.52.8300.524.76050	205.05

Vendor Name	Payment Numbe	Payable Number	Account Name	Account Number	Amount
HEGGIES PIZZA	108276	1034435	FOOD	503.52.8300.524.76050	131.40
M. AMUNDSON LLP	108175	114805	FOOD	503.52.8300.524.76050	387.25
M. AMUNDSON LLP	108294	115292	FOOD	503.52.8300.524.76050	229.20
GRANDMA'S BAKERY	108148	153545	FOOD	503.52.8300.524.76050	35.52
GRANDMA'S BAKERY	108148	153824	FOOD	503.52.8300.524.76050	35.52
GRANDMA'S BAKERY	108148	154095	FOOD	503.52.8300.524.76050	35.52
GRANDMA'S BAKERY	108148	154329	FOOD	503.52.8300.524.76050	35.52
GRANDMA'S BAKERY	108148	154593	FOOD	503.52.8300.524.76050	35.57
GRANDMA'S BAKERY	108148	154831	FOOD	503.52.8300.524.76050	35.57
GRANDMA'S BAKERY	108148	155084	FOOD	503.52.8300.524.76050	35.51
GRANDMA'S BAKERY	108148	155377	FOOD	503.52.8300.524.76050	35.51
GRANDMA'S BAKERY	108148	155644	FOOD	503.52.8300.524.76050	35.51
GRANDMA'S BAKERY	108148	155908	FOOD	503.52.8300.524.76050	50.45
GRANDMA'S BAKERY	108148	156177	FOOD	503.52.8300.524.76050	47.96
GRANDMA'S BAKERY	108148	156439	FOOD	503.52.8300.524.76050	35.51
GRANDMA'S BAKERY	108148	156703	FOOD	503.52.8300.524.76050	35.51
GRANDMA'S BAKERY	108148	156951	FOOD	503.52.8300.524.76050	35.51
GRANDMA'S BAKERY	108148	157258	FOOD	503.52.8300.524.76050	35.51
GRANDMA'S BAKERY	108272	157511	FOOD	503.52.8300.524.76050	35.51
GRANDMA'S BAKERY	108272	157789	FOOD	503.52.8300.524.76050	40.49
GRANDMA'S BAKERY	108272	158079	FOOD	503.52.8300.524.76050	35.51
GRANDMA'S BAKERY	108272	158343	FOOD	503.52.8300.524.76050	35.15
GRANDMA'S BAKERY	108272	158597	FOOD	503.52.8300.524.76050	115.21
GRANDMA'S BAKERY	108272	158861	FOOD	503.52.8300.524.76050	35.52
GRANDMA'S BAKERY	108272	159177	FOOD	503.52.8300.524.76050	35.62
GRANDMA'S BAKERY	108272	159475	FOOD	503.52.8300.524.76050	35.62
GRANDMA'S BAKERY	108272	159764	FOOD	503.52.8300.524.76050	36.61
GRANDMA'S BAKERY	108272	160031	FOOD	503.52.8300.524.76050	36.91
GRANDMA'S BAKERY	108272	160300	FOOD	503.52.8300.524.76050	36.61
GRANDMA'S BAKERY	108272	160591	FOOD	503.52.8300.524.76050	36.68
GRANDMA'S BAKERY	108272	160880	FOOD	503.52.8300.524.76050	36.68
GRANDMA'S BAKERY	108272	161168	FOOD	503.52.8300.524.76050	36.61
GRANDMA'S BAKERY	108407	161470	FOOD	503.52.8300.524.76050	35.62
GRANDMA'S BAKERY	108407	161729	FOOD	503.52.8300.524.76050	35.62
GRANDMA'S BAKERY	108407	162450	FOOD	503.52.8300.524.76050	35.67
GRANDMA'S BAKERY	108407	162509	FOOD	503.52.8300.524.76050	35.59
GRANDMA'S BAKERY	108407	162532	FOOD	503.52.8300.524.76050	35.61
GRANDMA'S BAKERY	108407	162769	FOOD	503.52.8300.524.76050	24.88
US FOODSERVICE	108225	4309931	FOOD	503.52.8300.524.76050	426.08
US FOODSERVICE	108225	4433137	FOOD	503.52.8300.524.76050	1,114.07
US FOODSERVICE	108225	4452893	FOOD	503.52.8300.524.76050	60.48
US FOODSERVICE	108350	4560715	FOOD	503.52.8300.524.76050	484.11
US FOODSERVICE	108350	4611717	FOOD	503.52.8300.524.76050	125.80
US FOODSERVICE	108350	4689470	FOOD	503.52.8300.524.76050	687.80
GRANDMA'S BAKERY	108272	56988	FOOD	503.52.8300.524.76050	(8.17)
CUB FOODS	DFT0000868	7/13/11	FOOD	503.52.8300.524.76050	11.96
CUB FOODS	DFT0000869	7/25/11	FOOD	503.52.8300.524.76050	11.95
COCA COLA BOTTLING COMPANY	108118	0108561109	BEVERAGES	503.52.8300.524.76100	496.24
COCA COLA BOTTLING COMPANY	108382	0118493405	BEVERAGES	503.52.8300.524.76100	327.44
COCA COLA BOTTLING COMPANY	108118	0158517910	BEVERAGES	503.52.8300.524.76100	743.26
COCA COLA BOTTLING COMPANY	108255	0158518909	BEVERAGES	503.52.8300.524.76100	733.77
COCA COLA BOTTLING COMPANY	108255	0158519309	BEVERAGES	503.52.8300.524.76100	686.72
US FOODSERVICE	108225	4433137	BEVERAGES	503.52.8300.524.76100	141.43
US FOODSERVICE	108350	4689470	BEVERAGES	503.52.8300.524.76100	126.73
JJ TAYLOR DIST. COMPANY OF MN	108160	1609529	BEER	503.52.8300.524.76150	488.28
JJ TAYLOR DIST. COMPANY OF MN	108416	1621042	BEER	503.52.8300.524.76150	88.15
COLLEGE CITY BEVERAGE	108119	255520	BEER	503.52.8300.524.76150	285.60
COLLEGE CITY BEVERAGE	108119	256182	BEER	503.52.8300.524.76150	242.00
COLLEGE CITY BEVERAGE	108119	256461	BEER	503.52.8300.524.76150	432.55
COLLEGE CITY BEVERAGE	108256	257638	BEER	503.52.8300.524.76150	897.45

Vendor Name	Payment Numbe	Payable Number	Account Name	Account Number	Amount
COLLEGE CITY BEVERAGE	108256	258763	BEER	503.52.8300.524.76150	472.15
COLLEGE CITY BEVERAGE	108384	260236	BEER	503.52.8300.524.76150	24.00
YAMAHA GOLF & UTILITY, INC.	108360	17969	REPAIR & MAINT.-VEHICLES	503.52.8400.525.40041	189.44
R.J.'S GOLF CARTS	108443	2297	OTHER RENTALS	503.52.8400.525.40065	768.00
YOCUM OIL COMPANY, INC.	108230	00000449134	FUELS	503.52.8400.525.60021	1,731.05
MN LIFE INSURANCE CO	108308	9/11	LIFE INSURANCE	503.52.8500.526.20620	25.53
XCEL ENERGY	108470	195763896	GAS UTILITY SERVICES	503.52.8500.526.40010	41.40
XCEL ENERGY	108470	386570257	ELECTRIC UTILITY SERVICES	503.52.8500.526.40020	1,112.37
XCEL ENERGY	108470	386571082	ELECTRIC UTILITY SERVICES	503.52.8500.526.40020	407.57
MID STATE PLUMBING & HEATING, INC.	108299	071334	REPAIR & MAINT-BUILDINGS	503.52.8500.526.40040	134.00
GARY'S PEST CONTROL	108142	47665	REPAIR & MAINT-BUILDINGS	503.52.8500.526.40040	69.64
COVERALL OF THE TWIN CITIES INC	108387	7070168931	REPAIR & MAINT-BUILDINGS	503.52.8500.526.40040	1,124.81
RY-MAK PLUMBING & HEATING, INC	108208	99	REPAIR & MAINT-BUILDINGS	503.52.8500.526.40040	310.40
TDS METROCOM	108218	8/13/11-02	TELEPHONE	503.52.8500.526.50020	258.40
PIONEER PRESS	108197	0711520544	ADVERTISING/PUBLISHED NOTICES	503.52.8500.526.50025	1,200.00
SOUTH BAY DESIGN	108213	080211	ADVERTISING/PUBLISHED NOTICES	503.52.8500.526.50025	292.50
TEE TIMES PRESS	108219	11541	ADVERTISING/PUBLISHED NOTICES	503.52.8500.526.50025	598.50
DEX MEDIA EAST	108261	9/7/11	ADVERTISING/PUBLISHED NOTICES	503.52.8500.526.50025	102.25
CITY PAGES	108254	DI0045364	ADVERTISING/PUBLISHED NOTICES	503.52.8500.526.50025	630.00
CITY PAGES	108254	DI0045752-B	ADVERTISING/PUBLISHED NOTICES	503.52.8500.526.50025	630.00
METRO CASH REGISTER SYSTEMS	108177	71439	SUPPLIES - OFFICE	503.52.8500.526.60010	17.00
METRO SALES	108179	72172A	SUPPLIES - OFFICE	503.52.8500.526.60010	74.17
BATTERIES PLUS	DFT0000870	026-214854	SUPPLIES - OTHER	503.52.8500.526.60065	187.42
METRO SALES	108427	110423	SUPPLIES - OTHER	503.52.8500.526.60065	140.00
ACE PAINT & HARDWARE	108088	508211/5	SUPPLIES - OTHER	503.52.8500.526.60065	6.77
ACE PAINT & HARDWARE	108088	508267/5	SUPPLIES - OTHER	503.52.8500.526.60065	12.83
ACE PAINT & HARDWARE	108238	508495/5	SUPPLIES - OTHER	503.52.8500.526.60065	6.40
METRO CASH REGISTER SYSTEMS	108298	71533	SUPPLIES - OTHER	503.52.8500.526.60065	222.73
METRO CASH REGISTER SYSTEMS	108298	71575	SUPPLIES - OTHER	503.52.8500.526.60065	68.93
GRAINGER	108147	960727399	SUPPLIES - OTHER	503.52.8500.526.60065	40.50
GRAINGER	108271	9614765171	SUPPLIES - OTHER	503.52.8500.526.60065	200.28
GOLF COAST PRODUCTS	108405	901011	OTHER MISCELLANEOUS	503.52.8500.526.70600	4,010.48
MN LIFE INSURANCE CO	108308	9/11	LIFE INSURANCE	503.52.8600.527.20620	43.30
XCEL ENERGY	108470	195764152	GAS UTILITY SERVICES	503.52.8600.527.40010	26.72
XCEL ENERGY	108358	294399699	ELECTRIC UTILITY SERVICES	503.52.8600.527.40020	273.30
XCEL ENERGY	108358	385796922	ELECTRIC UTILITY SERVICES	503.52.8600.527.40020	30.19
XCEL ENERGY	108470	386570646	ELECTRIC UTILITY SERVICES	503.52.8600.527.40020	145.66
HOFFMAN FILTER SERVICE	108151	58922	REFUSE DISPOSAL	503.52.8600.527.40025	37.50
KREMER SERVICES LLC	108288	0000012765	REPAIR & MAINT.-EQUIPMENT	503.52.8600.527.40042	115.74
NAPA OF INVER GROVE HEIGHTS	108186	251982	REPAIR & MAINT.-EQUIPMENT	503.52.8600.527.40042	23.54
NAPA OF INVER GROVE HEIGHTS	108186	261659	REPAIR & MAINT.-EQUIPMENT	503.52.8600.527.40042	6.27
NAPA OF INVER GROVE HEIGHTS	108186	261832	REPAIR & MAINT.-EQUIPMENT	503.52.8600.527.40042	104.71
ACE PAINT & HARDWARE	108088	508171/5	REPAIR & MAINT.-EQUIPMENT	503.52.8600.527.40042	9.07
NATURE CALLS, INC.	108187	15394	OTHER RENTALS	503.52.8600.527.40065	69.38
MENARDS - WEST ST. PAUL	108297	14175	SUPPLIES - SHOP	503.52.8600.527.60012	138.91
ACE PAINT & HARDWARE	108088	508222/5	SUPPLIES - SHOP	503.52.8600.527.60012	4.14
ACE PAINT & HARDWARE	108088	508283/5	SUPPLIES - SHOP	503.52.8600.527.60012	9.62
ACE PAINT & HARDWARE	108088	508285/5	SUPPLIES - SHOP	503.52.8600.527.60012	3.17
ACE PAINT & HARDWARE	108238	508421/5	SUPPLIES - SHOP	503.52.8600.527.60012	6.39
LAKE ELMO SOD FARM, LLC	108166	13051	SUPPLIES - GOLF COURSE	503.52.8600.527.60020	265.13
LAKE ELMO SOD FARM, LLC	108289	13086	SUPPLIES - GOLF COURSE	503.52.8600.527.60020	147.57
LAKE ELMO SOD FARM, LLC	108166	13120	SUPPLIES - GOLF COURSE	503.52.8600.527.60020	295.13
PLAISTED COMPANIES, INC.	108198	39701	SUPPLIES - GOLF COURSE	503.52.8600.527.60020	791.17
ACE PAINT & HARDWARE	108088	508341/5	SUPPLIES - GOLF COURSE	503.52.8600.527.60020	9.61
ACE PAINT & HARDWARE	108088	508340/5	FUELS	503.52.8600.527.60021	40.59
PRECISION TURF & CHEMICAL INC	108322	37128	FERTILIZERS	503.52.8600.527.60030	2,563.29
PRECISION TURF & CHEMICAL INC	108322	37248	FERTILIZERS	503.52.8600.527.60030	833.32
PRECISION TURF & CHEMICAL INC	108322	37129	PESTICIDES	503.52.8600.527.60035	1,161.27
JOHN DEERE LANDSCAPES/LESCO	108286	58881077	PESTICIDES	503.52.8600.527.60035	1,117.69
G & K SERVICES	108141	1182307753	UNIFORMS & CLOTHING	503.52.8600.527.60045	103.71

Vendor Name	Payment Numbe	Payable Number	Account Name	Account Number	Amount
G & K SERVICES	108267	11823118719	UNIFORMS & CLOTHING	503.52.8600.527.60045	102.74
G & K SERVICES	108402	1182329568	UNIFORMS & CLOTHING	503.52.8600.527.60045	103.71
LITIN	108290	371389	GOLF COURSE ACCESSORIES	503.52.8600.527.60050	937.16
BERGERSON-CASWELL INC	108247	12335	HEAVY MACHINERY & EQUIPMENT	503.52.8600.527.80400	7,850.00
				Fund 503 - INVER WOOD GOLF COURSE Total:	**49,744.24**
Fund: 602 - RISK MANAGEMENT					
MN LIFE INSURANCE CO	108308	9/11	LIFE INSURANCE	602.00.2100.415.20620	2.14
				Fund 602 - RISK MANAGEMENT Total:	**2.14**
Fund: 603 - CENTRAL EQUIPMENT					
MN LIFE INSURANCE CO	108308	9/11	LIFE INSURANCE	603.00.5300.444.20620	20.54
XCEL ENERGY	108227	193856458	GAS UTILITY SERVICES	603.00.5300.444.40010	72.85
XCEL ENERGY	108227	382865957	ELECTRIC UTILITY SERVICES	603.00.5300.444.40020	1,350.75
XCEL ENERGY	108227	382867583	ELECTRIC UTILITY SERVICES	603.00.5300.444.40020	583.54
MORCON CONTRUCTION CO., INC.	108431	12197	REPAIR & MAINT-BUILDINGS	603.00.5300.444.40040	2,831.00
INNOVATIVE SHOP SERVICES LLC	108156	1372	REPAIR & MAINT-BUILDINGS	603.00.5300.444.40040	864.55
INNOVATIVE SHOP SERVICES LLC	108413	1400	REPAIR & MAINT-BUILDINGS	603.00.5300.444.40040	470.64
SECURITY ACCESS SYSTEMS INC	108209	2262	REPAIR & MAINT-BUILDINGS	603.00.5300.444.40040	150.00
FEDEX OFFICE	108138	8/1/11	REPAIR & MAINT-BUILDINGS	603.00.5300.444.40040	9.64
UNITED PARCEL SERVICE	108224	0000V4650V321	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	14.51
HOSE / CONVEYORS INC	108153	00021616	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	78.09
TRUCK UTILITIES, INC.	108465	0229151	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	426.43
NIEBUR TRACTOR & EQUIPMENT, INC.	108433	112886	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	415.00
FACTORY MOTOR PARTS COMPANY	108398	1-3690429	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	73.27
FACTORY MOTOR PARTS COMPANY	108398	1-3694535	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	(297.10)
FACTORY MOTOR PARTS COMPANY	108398	1-3695868	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	71.52
FACTORY MOTOR PARTS COMPANY	108398	1-3701020	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	(32.06)
FACTORY MOTOR PARTS COMPANY	108398	1-3707343	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	16.03
FACTORY MOTOR PARTS COMPANY	108398	1-3711180	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	(16.03)
FACTORY MOTOR PARTS COMPANY	108398	1-3712425	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	96.00
FACTORY MOTOR PARTS COMPANY	108398	1-3714655	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	401.42
CUSTOM FIRE APPARATUS INC	108258	13983	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	35.53
CLAREY'S SAFETY EQUIPMENT	108381	140553	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	217.54
L.T.G. POWER EQUIPMENT	108422	146262	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	57.87
CARQUEST AUTO PARTS STORES	108113	1596-158283	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	38.00
CARQUEST AUTO PARTS STORES	108113	1596-158401	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	38.00
CARQUEST AUTO PARTS STORES	108113	1596-158421	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	4.16
CARQUEST AUTO PARTS STORES	108113	1596-158499	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	13.89
CARQUEST AUTO PARTS STORES	108113	1596-158538	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	26.72
CARQUEST AUTO PARTS STORES	108113	1596-158615	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	60.89
CARQUEST AUTO PARTS STORES	108113	1596-158621	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	18.17
CARQUEST AUTO PARTS STORES	108113	1596-158636	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	(13.89)
CARQUEST AUTO PARTS STORES	108113	1596-158824	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	85.94
CARQUEST AUTO PARTS STORES	108113	1596-159161	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	17.07
CARQUEST AUTO PARTS STORES	108113	1596-159248	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	274.39
CARQUEST AUTO PARTS STORES	108113	1596-159275	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	103.97
CARQUEST AUTO PARTS STORES	108113	1596-159278	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	(17.07)
CARQUEST AUTO PARTS STORES	108251	1596-159392	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	598.65
CARQUEST AUTO PARTS STORES	108377	1596-159650	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	46.90
CARQUEST AUTO PARTS STORES	108377	1596-159659	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	14.19
CARQUEST AUTO PARTS STORES	108377	1596-159840	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	10.60
CARQUEST AUTO PARTS STORES	108377	1596-159929	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	55.58
CARQUEST AUTO PARTS STORES	108377	1596-159937	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	32.74
CARQUEST AUTO PARTS STORES	108377	1596-159938	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	2.16
CARQUEST AUTO PARTS STORES	108377	1596-159955	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	8.50
GERLACH OUTDOOR POWER EQUIP	108403	175361	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	135.95
GERLACH OUTDOOR POWER EQUIP	108269	175499	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	69.71
FACTORY MOTOR PARTS COMPANY	108398	19-605914	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	48.48
NORTHERN POWER PRODUCTS	108191	212230	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	113.71
LANO EQUIPMENT, INC.	108423	232299	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	151.61
INVER GROVE FORD	108158	5068771	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	129.54

Vendor Name	Payment Numbe	Payable Number	Account Name	Account Number	Amount
INVER GROVE FORD	108158	5069137	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	53.92
INVER GROVE FORD	108158	5069165	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	103.91
INVER GROVE FORD	108158	5069235	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	192.73
INVER GROVE FORD	108158	5069236	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	163.85
INVER GROVE FORD	108415	5069238	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	19.91
ACE PAINT & HARDWARE	108238	508406/5	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	31.96
ACE PAINT & HARDWARE	108238	508480/5	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	0.75
C.J. SPRAY, INC.	108374	570378	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	99.40
HANCO CORPORATION	108408	582462	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	355.89
INVER GROVE FORD	108415	6063040	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	216.13
ZIEGLER INC	108471	PC001310134	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	278.84
INTERSTATE POWER SYSTEMS, INC.	108414	R001056814:01	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	313.13
EMERGENCY AUTOMOTIVE TECHNOLOGIES	108396	RP081611-1	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	12.41
DIESEL COMPONENTS, INC.	108395	S 101680	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	35.81
CDW GOVERNMENT INC	108378	ZJL2732	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	306.05
CDW GOVERNMENT INC	108378	ZKC8709	REPAIR & MAINT.-VEHICLES	603.00.5300.444.40041	86.13
ARAMARK UNIFORM SERVICES	108244	629-73011464	OTHER RENTALS	603.00.5300.444.40065	32.94
ARAMARK UNIFORM SERVICES	108098	629-7306197	OTHER RENTALS	603.00.5300.444.40065	32.94
ARAMARK UNIFORM SERVICES	108244	629-7310917	OTHER RENTALS	603.00.5300.444.40065	32.94
ARAMARK UNIFORM SERVICES	108366	629-7315781	OTHER RENTALS	603.00.5300.444.40065	32.92
R & R CARPET SERVICE	108201	7/19/11	OTHER RENTALS	603.00.5300.444.40065	41.30
R & R CARPET SERVICE	108201	7/5/11	OTHER RENTALS	603.00.5300.444.40065	41.30
SPRINT	108333	249383315-116	TELEPHONE	603.00.5300.444.50020	64.77
SPRINT	108333	249383315-117	TELEPHONE	603.00.5300.444.50020	64.43
TWIN CITY SCALE CO. INC.	108223	00054458	LAUNDRY	603.00.5300.444.50040	80.16
METRO JANITORIAL SUPPLY INC	108178	11010861	SUPPLIES - SHOP	603.00.5300.444.60012	178.36
CARQUEST AUTO PARTS STORES	108113	1596-158496	SUPPLIES - SHOP	603.00.5300.444.60012	128.25
CARQUEST AUTO PARTS STORES	108113	1596-159003	SUPPLIES - SHOP	603.00.5300.444.60012	9.51
CARQUEST AUTO PARTS STORES	108113	1596-159094	SUPPLIES - SHOP	603.00.5300.444.60012	3.48
CARQUEST AUTO PARTS STORES	108251	1596-159477	SUPPLIES - SHOP	603.00.5300.444.60012	22.89
CARQUEST AUTO PARTS STORES	108377	1596-159929	SUPPLIES - SHOP	603.00.5300.444.60012	21.43
CARQUEST AUTO PARTS STORES	108377	1596-159945	SUPPLIES - SHOP	603.00.5300.444.60012	7.70
CARQUEST AUTO PARTS STORES	108377	1596-159955	SUPPLIES - SHOP	603.00.5300.444.60012	8.12
KIMBALL MIDWEST	108164	2061201	SUPPLIES - SHOP	603.00.5300.444.60012	582.47
KIMBALL MIDWEST	108419	2080347	SUPPLIES - SHOP	603.00.5300.444.60012	161.79
TRACTOR SUPPLY CREDIT PLAN	108346	44499	SUPPLIES - SHOP	603.00.5300.444.60012	13.92
TRACTOR SUPPLY CREDIT PLAN	108346	44500	SUPPLIES - SHOP	603.00.5300.444.60012	6.43
ACE PAINT & HARDWARE	108088	508279/5	SUPPLIES - SHOP	603.00.5300.444.60012	11.37
CARQUEST AUTO PARTS STORES	108113	1596-158713	SM TOOLS & MISC EQUIPMENT	603.00.5300.444.60040	41.05
ARAMARK UNIFORM SERVICES	108244	629-73011464	UNIFORMS & CLOTHING	603.00.5300.444.60045	17.21
ARAMARK UNIFORM SERVICES	108098	629-7306197	UNIFORMS & CLOTHING	603.00.5300.444.60045	17.21
ARAMARK UNIFORM SERVICES	108244	629-7310917	UNIFORMS & CLOTHING	603.00.5300.444.60045	22.48
ARAMARK UNIFORM SERVICES	108366	629-7315781	UNIFORMS & CLOTHING	603.00.5300.444.60045	17.21
TRUCK UTILITIES, INC.	108347	011494	MOTOR VEHICLES	603.00.5300.444.80700	9,285.30
NUSS TRUCK AND EQUIPMENT	108435	2594	MOTOR VEHICLES	603.00.5300.444.80700	73,043.24
EMERGENCY AUTOMOTIVE TECHNOLOGIES	108396	CS081811-13	MOTOR VEHICLES	603.00.5300.444.80700	824.34
EMERGENCY AUTOMOTIVE TECHNOLOGIES	108396	CS081811-14	MOTOR VEHICLES	603.00.5300.444.80700	824.34
ZARNOTH BRUSH WORKS	108231	0135031-IN	SHOP INVENTORY	603.140.1450050	795.15
WESTERN PETROLEUM COMPANY	108469	0377447	SHOP INVENTORY	603.140.1450050	1,546.79
FACTORY MOTOR PARTS COMPANY	108398	1-3707343	SHOP INVENTORY	603.140.1450050	79.97
CARQUEST AUTO PARTS STORES	108113	1596-158389	SHOP INVENTORY	603.140.1450050	21.75
CARQUEST AUTO PARTS STORES	108113	1596-158680	SHOP INVENTORY	603.140.1450050	46.81
CARQUEST AUTO PARTS STORES	108113	1596-158738	SHOP INVENTORY	603.140.1450050	21.63
CARQUEST AUTO PARTS STORES	108113	1596-158827	SHOP INVENTORY	603.140.1450050	8.23
CARQUEST AUTO PARTS STORES	108113	1596-159168	SHOP INVENTORY	603.140.1450050	13.53
CARQUEST AUTO PARTS STORES	108377	1596-159650	SHOP INVENTORY	603.140.1450050	15.55
CARQUEST AUTO PARTS STORES	108377	1596-160131	SHOP INVENTORY	603.140.1450050	52.07
POMP'S TIRE SERVICE, INC.	108440	665861	SHOP INVENTORY	603.140.1450050	2,374.25
YOCUM OIL COMPANY, INC.	108361	449518	FUEL INVENTORY	603.140.1450060	6,560.38
				Fund 603 - CENTRAL EQUIPMENT Total:	**109,458.82**

Vendor Name	Payment Numbe	Payable Number	Account Name	Account Number	Amount
Fund: 604 - CENTRAL STORES					
OFFICEMAX INC	108438	841132	SUPPLIES - COPY	604.00.2200.416.60005	200.70
PRECISION DATA SYSTEMS	108200	008546	SUPPLIES - OFFICE	604.00.2200.416.60010	852.89
PRECISION DATA SYSTEMS	108200	008547	SUPPLIES - OFFICE	604.00.2200.416.60010	744.88
PRECISION DATA SYSTEMS	108200	008548	SUPPLIES - OFFICE	604.00.2200.416.60010	1,559.03
PRECISION DATA SYSTEMS	108200	008551	SUPPLIES - OFFICE	604.00.2200.416.60010	1,114.83
PRECISION DATA SYSTEMS	108200	008552	SUPPLIES - OFFICE	604.00.2200.416.60010	480.67
PRECISION DATA SYSTEMS	108200	008553	SUPPLIES - OFFICE	604.00.2200.416.60010	227.80
PRECISION DATA SYSTEMS	108200	008555	SUPPLIES - OFFICE	604.00.2200.416.60010	1,226.50
PRECISION DATA SYSTEMS	108321	008557	SUPPLIES - OFFICE	604.00.2200.416.60010	412.78
PRECISION DATA SYSTEMS	108441	008564	SUPPLIES - OFFICE	604.00.2200.416.60010	2,144.36
OFFICE DEPOT	108437	7/27/11	SUPPLIES - OFFICE	604.00.2200.416.60010	70.53
OFFICEMAX INC	108438	841132	SUPPLIES - OFFICE	604.00.2200.416.60010	47.78
				Fund 604 - CENTRAL STORES Total:	**9,082.75**
Fund: 605 - CITY FACILITIES					
MN LIFE INSURANCE CO	108308	9/11	LIFE INSURANCE	605.00.7500.460.20620	8.33
INSPEC INC	108157	211780-3	OTHER PROFESSIONAL SERVICES	605.00.7500.460.30700	671.80
XCEL ENERGY	108227	382869285	ELECTRIC UTILITY SERVICES	605.00.7500.460.40020	5,540.91
ELECTRIC FIRE & SECURITY	108263	75000	REPAIR & MAINT-BUILDINGS	605.00.7500.460.40040	318.49
NS/I MECHANICAL CONTRACTING CO.	108193	C001755	REPAIR & MAINT-BUILDINGS	605.00.7500.460.40040	1,560.00
HUEBSCH SERVICES	108281	2752243	OTHER RENTALS	605.00.7500.460.40065	61.68
VERIZON WIRELESS	108352	2613903340	TELEPHONE	605.00.7500.460.50020	32.68
TDS METROCOM	108218	8/13/11	TELEPHONE	605.00.7500.460.50020	997.85
INTEGRA TELECOM	108283	8664421	TELEPHONE	605.00.7500.460.50020	141.25
LONE OAK COMPANIES	108424	52226	PRINTING & BINDING	605.00.7500.460.50030	670.11
LONE OAK COMPANIES	108363	8/31/11	POSTAGE/DELIVERY	605.00.7500.460.50035	970.42
LONE OAK COMPANIES	108363	8/31/11	POSTAGE/DELIVERY	605.00.7500.460.50035	414.00
J.H. LARSON COMPANY	108285	4346409-01	SUPPLIES-JANITOR/CLEANING	605.00.7500.460.60011	6.08
HILLYARD INC	108278	6865887	SUPPLIES-JANITOR/CLEANING	605.00.7500.460.60011	333.21
NORTH COUNTRY INTERIORS	108314	574095	SUPPLIES - MAINTENANCE	605.00.7500.460.60016	86.77
TEPPEN, JENELLE	108220	8/18/11	SUPPLIES - MAINTENANCE	605.00.7500.460.60016	171.14
				Fund 605 - CITY FACILITIES Total:	**11,984.72**
Fund: 606 - TECHNOLOGY FUND					
MN LIFE INSURANCE CO	108308	9/11	LIFE INSURANCE	606.00.1400.413.20620	9.81
OFFICE OF ENTERPRISE TECHNOLOGY	108194	DV11070387	I-NET SERVICES	606.00.1400.413.30750	311.81
NEXUS INFORMATION SYSTEMS	DFT0000872	341475	REPAIR & MAINT - COMPUTERS	606.00.1400.413.40049	130.00
SUNGARD PUBLIC SECTOR INC	108460	40111	REPAIR & MAINT - COMPUTERS	606.00.1400.413.40049	893.07
AT & T MOBILITY	108101	287237771092x08122011	TELEPHONE	606.00.1400.413.50020	46.81
ADVANCED TECHNOLOGY SYSTEMS, INC.	108090	62509	SUPPLIES - OFFICE	606.00.1400.413.60010	593.66
CUB FOODS	DFT0000871	7/6/11	SUPPLIES - OFFICE	606.00.1400.413.60010	5.35
BEST BUY OAKDALE	DFT0000875	00149717	SM TOOLS & MISC EQUIPMENT	606.00.1400.413.60040	91.02
				Fund 606 - TECHNOLOGY FUND Total:	**2,081.53**
Fund: 702 - ESCROW FUND					
LEVANDER, GILLEN & MILLER P.A.	108168	JULY 29, 2011 81000E	ARGENTA HILLS ENG ESCROW	702.228.2282200	308.00
LEVANDER, GILLEN & MILLER P.A.	108168	JULY 29, 2011 81000E	RIVER COUNTRY COOP RG-ENG	702.228.2283100	57.00
BARR ENGINEERING COMPANY	108104	23190328.14-9	ROCK ISLAND SWING BRIDGE	702.228.2283300	841.00
LEVANDER, GILLEN & MILLER P.A.	108168	JULY 29, 2011 81000E	MGT TIF PLAN ESCROW	702.228.2283800	3,778.93
LEVANDER, GILLEN & MILLER P.A.	108168	JULY 29, 2011 81000E	CAHILL LAUNDRY-ENGINEER	702.228.2284200	92.40
LEVANDER, GILLEN & MILLER P.A.	108168	JULY 29, 2011 81000E	MAUER CHEVROLET -PLANNING	702.228.2285200	198.00
BARR ENGINEERING COMPANY	108104	23190328.14-9	MAUER CHEVROLET - ENGINEERING	702.228.2285300	2,034.00
ARAMARK REFRESHMENT SERVICES	108243	71017	COFFEE CLUB	702.228.2286500	94.17
LEVANDER, GILLEN & MILLER P.A.	108168	JULY 29, 2011 81000E	CONCORD HILLS - PLANNING	702.228.2287300	831.00
DAKOTA AWARDS INC	108123	1108163	POP FUND	702.228.2290200	82.45
GOODHUE COUNTY SHERIFF'S OFFICE	108144	11001044	POLICE FORFEITURES	702.228.2291000	583.00
LEVANDER, GILLEN & MILLER P.A.	108168	JULY 29, 2011 81000E	ARGENTA HILLS 2ND ADDN-PL	702.228.2291700	2,241.00
BARR ENGINEERING COMPANY	108104	23190328.14-9	LUTHER COMPANY LLLP-ENGR	702.228.2292600	1,648.50
BARR ENGINEERING COMPANY	108104	23190328.14-9	LUTHER COMPANY LLLP-ENGR	702.228.2292600	2,034.00
LEVANDER, GILLEN & MILLER P.A.	108168	JULY 29, 2011 81000E	LUTHER COMPANY LLLP-ENGR	702.228.2292600	838.20
BARR ENGINEERING COMPANY	108104	23190328.14-8	GERTEN'S GREENHOUSE-PLANN	702.228.2292800	422.50

Vendor Name	Payment Numbe	Payable Number	Account Name	Account Number	Amount
LEVANDER, GILLEN & MILLER P.A.	108168	JULY 29, 2011 81000E	J JOHNSON INC-PLANNING	702.228.2297800	121.00
				Fund 702 - ESCROW FUND Total:	**16,205.15**
Fund: 703 - LANDFILL ABATEMENT					
MN LIFE INSURANCE CO	108308	9/11	LIFE INSURANCE	703.43.5500.446.20620	2.27
BRAUN INTERTEC CORPORATION	108110	334243	ENGINEERING CONSULTANTS	703.43.5500.446.30300	1,873.80
BRAUN INTERTEC CORPORATION	108110	337125	ENGINEERING CONSULTANTS	703.43.5500.446.30300	1,096.50
BRAUN INTERTEC CORPORATION	108110	338508	ENGINEERING CONSULTANTS	703.43.5500.446.30300	52.50
MN POLLUTION CONTROL AGENCY	108183	7700003376	ENGINEERING CONSULTANTS	703.43.5500.446.30300	125.00
JR'S APPLIANCE DISPOSAL	108163	75952	REFUSE DISPOSAL	703.43.5500.446.40025	70.50
				Fund 703 - LANDFILL ABATEMENT Total:	**3,220.57**
				Grand Total:	**1,037,975.51**

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Consider Pay Voucher No. 27 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation

Meeting Date: September 12, 2011
Item Type: Consent
Contact: Jenelle Teppen, Asst City Admin
Prepared by:
Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED Consider Pay Voucher No. 27 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation.

SUMMARY The contract was awarded in an amount of $11,501,900 to Shaw Lundquist Associates on April 27, 2009 for the project identified above. It has been subsequently amended with 26 change orders for a total contract amount now of $12,048,553.10.

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

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

Staff recommends approval of Pay Voucher No. 27 in the amount of $149,889.10 to Shaw Lundquist Associates for work on City Project No. 2008-18 – Public Safety Addition/City Hall Renovation.

Attachment: Pay Voucher No. 27

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO: 27 (twenty-seven)
DATE: September 12, 2011
PERIOD ENDING: August 31, 2011
CONTRACT: Public Safety Addition City Hall Renovation
PROJECT NO: 2008-18 – Public Safety Addition/City Hall Renovation

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

Original Contract Amount	$11,501,900
Total Addition	$546,653.10
Total Deduction	$0.00
Total Contract Amount	$12,048,553.10
Total Value of Work to Date	$11,913,398.15
Less Retained (5%)	$256,725.66
Less Previous Payment	$11,506,783.39
Total Approved for Payment this Voucher	$149,889.10
Total Payments including this Voucher	$11,656,672.49

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: _____ September 12, 2011
Jenelle Tepper, Assistant City Administrator

Signed by: _____ _____
Shaw Lundquist Associates Date

Signed by: _____ September 12, 2011
George Tourville, Mayor

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

PROJECT: **Public Safety Addition and City Hall Remodel**
8150 Barbara Ave.
Inver Grove Hts, MN

APPLICATION NO: 27

APPLICATION DATE: August 25, 2011

PERIOD TO: August 31, 2011

Distribution to:
- [ ] OWNER
- [ ] ARCHITECT
- [ ] CONTRACTOR
- [ ]
- [ ]

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

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

PROJECT NOS: **#1643.01**

CONTRACT FOR: Gerneral Construction

CONTRACT DATE: May 19, 2009

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		$ 11,501,900.00
2. Net change by Change Orders		$ 546,653.10
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 12,048,553.10
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 11,913,398.15
5. RETAINAGE:		
a. _____ % of Completed Work (Column I on G703)	$ 256,725.66	
b. _____ % of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 256,725.66
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 11,656,672.49
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 11,506,783.39
8. CURRENT PAYMENT DUE		$ 149,889.10
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 391,880.61

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$548,267.10	($7,108.00)
Total approved this Month	$5,494.00	
TOTALS	$553,761.10	($7,108.00)
NET CHANGES by Change Order	$546,653.10	

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: SHAW-LUNDQUIST ASSOCIATES, INC.

By: _____ Date: September 9, 2011
Thomas J. Meyers - Vice President

State of: Minnesota County:
Subscribed and sworn to before me this 9th day of September, 2011
Notary Public:
My Commission expires:

JOHN C SJOBERG
Notary Public
State of Minnesota
My Commission Expires
January 31, 2015

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED . . . . . $ _____

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

ARCHITECT:

By: _____ Date: _____

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

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

AGENDA ITEM 4D

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Approve Final Payment to Morcon Construction Co., Inc. for Repair of Water Intrusion Damage in Public Works Maintenance Building

Meeting Date:	September 12, 2011		Fiscal/FTE Impact:
Item Type:	Consent	☐	None
Contact:	Scott D. Thureen, 651.450.2571	☐	Amount included in current budget
Prepared by:	Scott D. Thureen, Public Works Director	☐	Budget amendment requested
Reviewed by:	SDT	☐	FTE included in current complement
		☐	New FTE requested – N/A
		☐	Other:

PURPOSE/ACTION REQUESTED

Approve final payment to Morcon Construction Co., Inc. for repair of water intrusion damage in Public Works Maintenance Building.

SUMMARY

Last March, the City Council awarded a contract in the amount of $74,060 to Morcon Construction Company, Inc., 5905 Golden Valley Road, Golden Valley, MN for repair of water intrusion damage in the Public Works Maintenance Building. All of the contract work has been successfully completed as of August 30, 2011. I recommend final payment of $74,060. The project is funded from the City Facilities Fund (605-3100-419).

SDT/kf
Attachment: Transmittal letter with invoice and application and certification for payment

LETTER OF TRANSMITTAL

INSPEC

DATE: August 30, 2011

PROJECT: 2011 Window / Wall Renovation
Public Works Maintenance Facility
City of Inver Grove Heights
Inver Grove Heights, Minnesota
INSPEC Project No.: 211780

TO: City of Inver Grove Heights
8168 Barbara Avenue
Inver Grove Heights, MN 55077-3412

ATTN: Mr. Barry Underdahl

RE: Application for Payment, Invoice #12196

We are sending you: [x] attached [ ] under separate cover, the following items

Item	Qty.	Date	Description
1	2	8/24/11	Invoice and application for payment

Purpose:

- ____ For your approval
- ____ For your information
- ____ For your review and comment
- ____ As you requested
- ____ Please return
- ____ For signature
- ____ For quotation
- ____ Return corrected prints
- ____ Return of submittal
- ____ Revise and resubmit
- ____ Rejected
- ____ Action
- ✓ For your use
- ____ Resubmit copies for approval
- ____ Submit copies for distribution
- ____ No exceptions taken unless otherwise noted

Remarks: Morcon has completed the work for the 2011 Window / Wall Renovation at the Public Works Maintenance Facility in Inver Grove Heights. We recommend payment in the amount of $74,060.00 to Morcon Construction Co., Inc. Please call if you have any questions. Thanks!

Ryan Joyner

cc: Jason Preusser, Morcon (Transmittal only)
File

5801 Duluth Street, Minneapolis, MN 55422 763-546-3434 FAX 763-546-8669
555 West Layton Avenue, Suite 420, Milwaukee, WI 53207 414-744-6962 FAX 414-744-6981
8618 West Catalpa, Suite 1109-1110, Chicago, IL 60656 773-444-0206 FAX 773-444-0221

MORCON
CONSTRUCTION CO., INC.

INVOICE

Billed To: City of Inver Grove Heights
8168 Barbara Ave
Inver Grove Heights, MN 55077

Project Location: Inver Grove Heights Public Works
8150 Barbara Ave
Inver Grove Height, MN 55077

Invoice # 12196

Project Number 211780

Invoice Date: 8/23/2011

Morcon Project #: JP-11-145

Project Manager: Jason Preusser

Description of Work	Amount
Work performed for the 2011 Window / Wall Renovation Project	$74,060.00

TOTAL DUE: $74,060.00

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: City of Inver Grove Heights
8168 Barbara Ave
Inver Grove Heights, MN 55077

PROJECT: 2011 Window / Wall Renovation at Public Works

APPLICATION NO: 1

PERIOD TO: 08/23/11

PROJECT NOS: 211780

CONTRACT DATE: 04/25/11

Distribution to:
- [ ] OWNER
- [ ] ARCHITECT
- [ ] CONTRACTOR
- [ ]
- [ ]

FROM CONTRACTOR:
Morcon Construction
5905 Golden Valley Rd.
Golden Valley, MN 55422

VIA ARCHITECT:
Inspec
5801 Duluth St
Golden Valley, MN 55422

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		$ 74,060.00
2. Net change by Change Orders		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 74,060.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 74,060.00
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	$ 0.00	
b. ____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 74,060.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 0
8. CURRENT PAYMENT DUE		$ 74,060.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

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.

HEIDI D. SMITH
Notary Public-Minnesota
My Commission Expires Jan 31, 2015

CONTRACTOR:

By: _____ Date: 8/23/11

State of: Minnesota County of: Hennepin
Subscribed and sworn to before me this 23rd day of August 2011
Notary Public: Heidi D. Smith
My Commission expires: 1/31/15

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 74,060.00

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

ARCHITECT:

By: _____ Date: 8/25/11

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

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
APPLICATION DATE: 8/23/2011
PERIOD TO: 8/23/2011
ARCHITECT'S PROJECT NO: 211780

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
00700	Bonds	$800.00		$800.00		$800.00	100.00%		
00700	General Conditions	$9,941.00		$9,941.00		$9,941.00	100.00%		
02 07 00	Selective Demo	$500.00		$500.00		$500.00	100.00%		
02 08 50	Asbestos Abatement	$9,000.00		$9,000.00		$9,000.00	100.00%		
04 01 00	Masonry Restoration	$21,270.00		$21,270.00		$21,270.00	100.00%		
06 10 00	Carpentry	$2,500.00		$2,500.00		$2,500.00	100.00%		
08 51 13	Windows	$25,474.00		$25,474.00		$25,474.00	100.00%		
09 21 16	Drywall	$2,300.00		$2,300.00		$2,300.00	100.00%		
09 65 19	Resilient Flooring	$2,275.00		$2,275.00		$2,275.00	100.00%		
	GRAND TOTALS	$74,060.00	$0.00	$74,060.00	$0.00	$74,060.00	100.00%	$0.00	$0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

AIA DOCUMENT G703 · CONTINUATION SHEET FOR G702 · 1992 EDITION · AIA® · © 1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5232

AGENDA ITEM 4E

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Resolution Awarding Contract for 2011 Large Storm Sewer Televising Program

Meeting Date:	September 12, 2011		**Fiscal/FTE Impact:**
Item Type:	Consent		None
Contact:	Thomas J. Kaldunski, 651.450.2572 TJK	X	Amount included in current budget
Prepared by:	Thomas J. Kaldunski, City Engineer		Budget amendment requested
Reviewed by:	Scott D. Thureen, Public Works Director SDT		FTE included in current complement
			New FTE requested – N/A
			Other:

PURPOSE/ACTION REQUESTED:

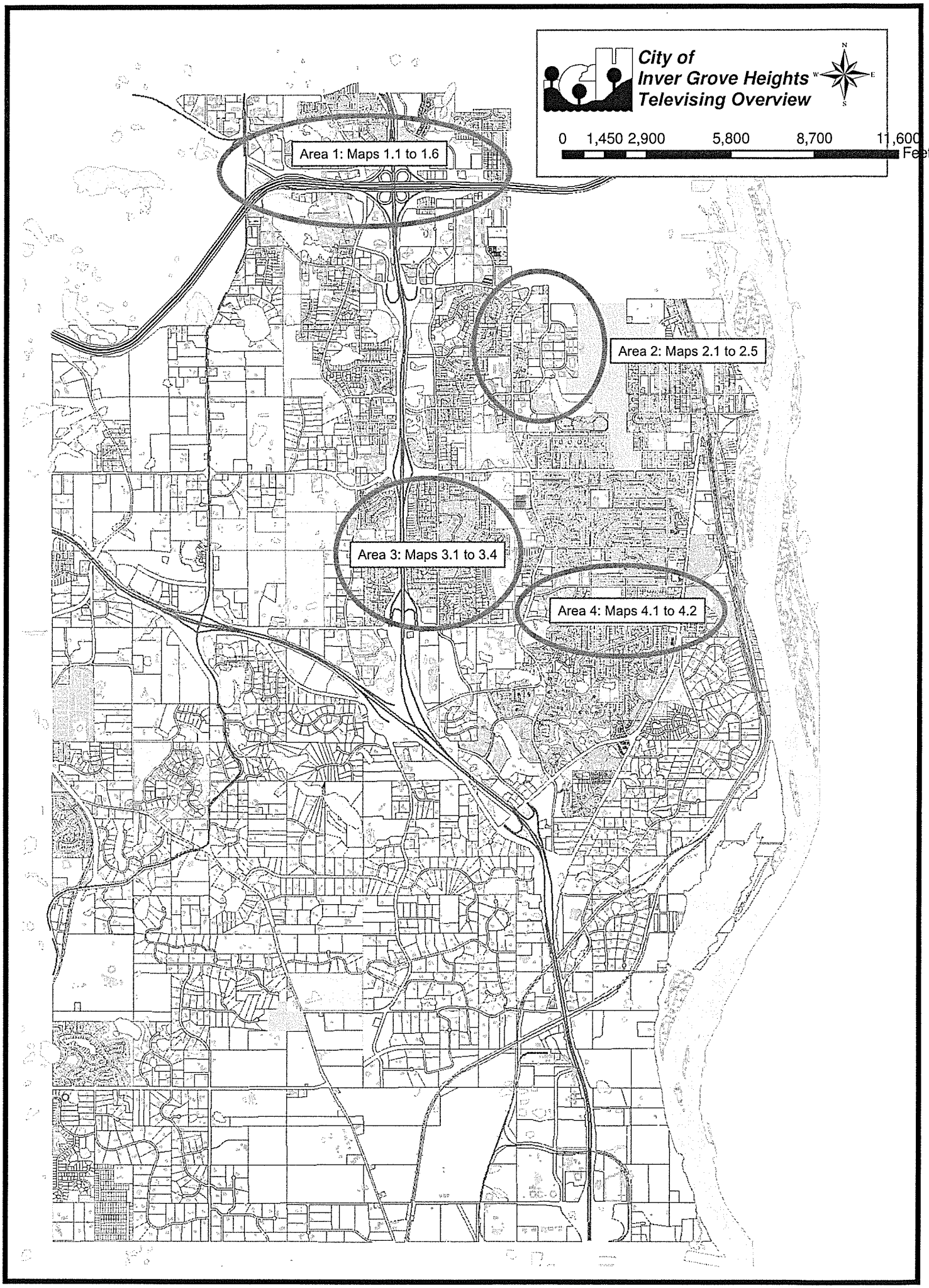
Consider resolution awarding contract for 2011 Large Storm Sewer Televising Program.

SUMMARY

The City is conducting televising for large storm sewer pipes in the City of Inver Grove Heights. These storm sewers range from 24" to 72" in size. There are four areas proposed to be televised (see attached map). Three contractors were asked to submit quotes, with two submitting quotes. The apparent low quote, for all four areas, is Pipe Services Corp. with a total of $15,615.65. The work is proposed to start after September 13, 2011 and be completed before the end of the year.

I recommend that the City Council adopt the resolution awarding the 2011 large storm sewer televising program to Pipe Services Corp. This work is funded from the Street Maintenance Fund (101-5200-443.40-66).

Attachments: Location Map
Resolution


City of
Inver Grove Heights
Televising Overview
N
W
E
S
0
1,450
2,900
5,800
8,700
11,600
Feet
Area 1: Maps 1.1 to 1.6
Area 2: Maps 2.1 to 2.5
Area 3: Maps 3.1 to 3.4
Area 4: Maps 4.1 to 4.2

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION AWARDING A CONTRACT FOR THE 2011 LARGE STORM SEWER TELEVISING PROGRAM

RESOLUTION NO. _____

WHEREAS, pursuant to a request for quotes for the 2011 Large Storm Sewer Televising program, quotes were received, opened, read aloud, and tabulated according to law. The following quotes were received:

Contractor	Area 1	Area 2	Area 3	Area 4	Total (Areas 1, 2, 3, and 4)
Pipe Services Corp.	$2,220.75	$6,985.00	$4,073.30	$2,336.60	$15,615.65
Infratech	$4,925.85	$13,565.00	$8,875.15	$5,027.80	$32,393.80

WHEREAS, Pipe Services Corp., submitted the apparent low quote for the 2011 Large Storm Sewer Televising Program in the amount of $15,615.65 for Areas 1, 2, and 3; and 4.

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with Pipe Services Corp. in the name of the City of Inver Grove Heights according to plans and specifications.

2. The City Clerk is hereby authorized and directed to return, forthwith, to all quoters, the deposits made with their bids except for the deposit of the successful bidder until the contract has been signed.

3. Project financing shall be provided from Street Maintenance (101-5200-443.40-66).

Adopted by the City Council of Inver Grove Heights this 12th day of September 2011.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy Clerk

AGENDA ITEM 4F

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Accept Quotes and Award Rain Garden Plantings and Delivery to South Cedar Greenhouses for City Project No. 2011-09D – South Grove Area 6

Meeting Date:	September 12, 2011
Item Type:	Consent
Contact:	Thomas J. Kaldunski, 651.450.2572 TK
Prepared by:	Thomas J. Kaldunski, City Engineer
Reviewed by:	Scott D. Thureen, Public Works Director SDT

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Accept proposals and award work to South Cedar Greenhouses for rain garden plantings supply and delivery for City Project No. 2011-09D, South Grove Area 6.

SUMMARY

On May 9, 2011, the City Council passed a resolution awarding City Project No. 2011-09D – South Grove Area 6 to S.M Hentges & Sons. These services included constructing the rain gardens, but not the plantings.

Flowers, native plants, and shrubs for the rain gardens are dependent on seasonal plant availability. In addition, the Dakota SWCD and City staff work directly with the rain garden participants to train and guide the residents to promptly install the plants upon delivery in accordance with planting specifications. Due to the seasonal variation of plant availability, scheduling, and training it is necessary for Dakota SWCD and City staff to request quotes separately, rather than bid with the main construction project.

Responsible quotes have been received and are attached. Gertens quoted the plants and delivery at $7698.20. South Cedar Greenhouses quoted the plants and delivery at $5954.00. In addition to supplying the lowest responsible quote, the plants proposed by South Cedar Greenhouses were of a better variety and included more of the requested native plants.

It is recommended that the City Council award the rain garden plantings and delivery quote to South Cedar Greenhouses for City Project No. 2011-09D – South Grove Area 6.

TJK/swd
Attachments: Quotes

South Cedar Greenhouses
(952) 469-3202

RAIN GARDEN PLANTINGS QUOTE
SOUTH GROVE STREET RECONSTRUCTION AREA 6
CITY PROJECT NO. 2011-09D

tem No.	Item	QTY	Option	Pot Size (3" or larger) See Note (1)	Total No. Available See Note (2)	Unit Price Quoted Price	Quoted Total
SUNNY GARDEN VARIETY							
1 a	Purple Cone Flower (10)	140	Pot (a)	3.5"	140	$ 2.00	$ 280.00
			Pot (b)			$	$
1 s			Substitute			$	$
2 a	Limelight Hydrangea (3) *includes 2 for city use	44*	Pot (a)	#2	44	$ 14.00	$ 616.00
			Pot (b)			$	$
2 s			Substitute			$	$
3 a	Liatris Ligulistylis (14)	196	Pot (a)			$	$
			Pot (b)			$	$
3 s	Liatris pychostachys		Substitute	4.5" Deep	196	$ 3.00	$ 588.00
4 a	May Night Salvia (16) *includes 10 for city use	234*	Pot (a)	#1	234	$ 4.00	$ 936.00
			Pot (b)			$	$
4 s			Substitute			$	$
5 a	Rudbeckia Goldsturm (8)	112	Pot (a)	4.5" Deep	112	$ 2.50	$ 280.00
			Pot (b)			$	$
5 s			Substitute			$	$
6 a	Karl Foerster Grass (5)	70	Pot (a)	4.5" Deep	70	$ 3.00	$ 210.00
			Pot (b)			$	$
6 s			Substitute			$	$
7 a	Purple Dome Aster (10)	140	Pot (a)	4.5" Deep	140	$ 3.00	$ 420.00
			Pot (b)			$	$
7 s			Substitute			$	$
8 a	Smooth Phlox (6)	84	Pot (a)			$	$
			Pot (b)			$	$
8 s	Smooth Blue Aster		Substitute	4"	84	$ 2.50	$
9 a	Blue Flag Iris (10)	140	Pot (a)	4.5" Deep	140	$ 3.00	$ 210.00
			Pot (b)			$	$
9 s			Substitute			$	$

PAGE 1 3540

Notes: (1) Perennial pot size prefered is 3". Shrub pot size prefered is 1 gallon. Will accept larger than 3" perennial pot size if preferred size is not available in sufficient numbers. Will accept other than 1 gallon shrub size if preferred size is not available in sufficient numbers. If the perennial or shrub is not available in sufficient numbers, a substitute (please write in the nomenclature) can be suggested.

(2) Total number of available up to the requested amount. This number shall not exceed the requested amount.

(3) Price will include separating and packaging the plants on a per rain garden basis and delivering to the designated residence. There are 19 raingardens for 17 residences and a city park.

South Cedar Greenhouses
(952) 469-3202

RAINGARDEN PLANTINGS QUOTE
SOUTH GROVE STREET RECONSTRUCTION AREA 6
CITY PROJECT NO. 2011-09D

tem No.	Item	QTY	Option	Pot Size (3" or larger) See Note (1)	Total No. Available See Note (2)	Unit Price Quoted Price	Quoted Total
DAYLILY GARDEN VARIETY							
1 a	Happy Returns' Daylily (10) *includes 6 for city use	66*	Pot (a)	4.5" Deep	66	$ 3.00	$ 198.00
			Pot (b)			$	$
1 s			Substitute			$	$
2 a	Pardon Me' Daylily (10)	60	Pot (a)	4.5" Deep	60	$ 3.00	$ 180.00
			Pot (b)			$	$
2 s			Substitute			$	$
3 a	Summer Wine' Daylily (10)	60	Pot (a)	4.5" Deep	60	$ 3.00	$ 180.00
			Pot (b)			$	$
3 s			Substitute			$	$
4 a	Dallas Star' Daylily (10)	60	Pot (a)			$	$
			Pot (b)			$	$
4 s	Barbara Mitchell Daylily		Substitute	4.5" Deep	60	$ 3.00	$ 180.00
5 a	Liatris Ligulistylis (14)	84	Pot (a)			$	$
			Pot (b)			$	$
5 s	Liatris pychnostachys		Substitute	4.5" Deep	84	$ 3.00	$ 252.00
6 a	Blue Flag Iris (10)	60	Pot (a)	4.5" Deep	60	$ 3.00	$ 180.00
			Pot (b)			$	$
6 s			Substitute			$	$
7 a	Limelight Hydrangea (3)	18	Pot (a)	#2	18	$ 14.00	$ 252.00
			Pot (b)			$	$
7 s			Substitute			$	$
8 a	Purple Dome Aster (10)	60	Pot (a)	4.5" Deep	60	$ 3.00	$ 180.00
			Pot (b)			$	$
8 s			Substitute			$	$

PAGE 2 1602.00

Notes: (1) Perennial pot size preferred is 3". Shrub pot size prefered is 1 gallon. Will accept larger than 3" perennial pot size if preferred size is not available in sufficient numbers. Will accept other than 1 gallon shrub size if preferred size is not available in sufficient numbers. If the perennial or shrub is not available in sufficient numbers, a substitute (please write in the nomenclature) can be suggested.

(2) Total number of available up to the requested amount. This number shall not exceed the requested amount.

(3) Price will include separating and packaging the plants on a per rain garden basis and delivering to the designated residence. There are 19 raingardens for 17 residences and a city park.

RAINGARDEN PLANTINGS QUOTE
SOUTH GROVE STREET RECONSTRUCTION AREA 6
CITY PROJECT NO. 2011-09D

tem No.	Item	QTY	Option	Pot Size (3" or larger) See Note (1)	Total No. Available See Note (2)	Unit Price Quoted Price	Quoted Total
SHRUB GARDEN VARIETY							
1 a	Bailey Compact American Cranberry (2)	2	Pot (a)	#2	2	$ 12.00	$ 24 00
			Pot (b)			$	$
1 s			Substitute			$	$
2 a	Pardon Me' Daylily (12)	12	Pot (a)	4.5" Deep	12	$ 3 00	$ 36 00
			Pot (b)			$	$
2 s			Substitute			$	$
3 a	Little Princess Spirea (3)	3	Pot (a)	#2	3	$ 12 00	$ 36 00
			Pot (b)			$	$
3 s			Substitute			$	$
4 a	Hummingbird Clethra (3)	3	Pot (a)	#2	3	$ 12 00	$ 36 00
			Pot (b)			$	$
4 s			Substitute			$	$
5 a	Rudbeckia Goldsturm (10)	10	Pot (a)	4.5" Deep	10	$ 2.50	$ 25 00
			Pot (b)			$	$
5 s			Substitute			$	$
6 a	Limelight Hydrangea (4)	4	Pot (a)	#2	4	$ 14 00	$ 56 00
			Pot (b)			$	$
6 s			Substitute			$	$

PAGE 3 $213.00

Notes: (1) Perennial pot size preferred is 3". Shrub pot size prefered is 1 gallon. Will accept larger than 3" perennial pot size if preferred size is not available in sufficient numbers. Will accept other than 1 gallon shrub size if preferred size is not available in sufficient numbers. If the perennial or shrub is not available in sufficient numbers, a substitute (please write in the nomenclature) can be suggested.

(2) Total number of available up to the requested amount. This number shall not exceed the requested amount.

(3) Price will include separating and packaging the plants on a per rain garden basis and delivering to the designated residence. There are 19 raingardens for 17 residences and a city park.

Mark Leipnitz
South Cedar Greenhouses
23111 Cedar Ave S.
Farmington, MN 55024
(952) 469-3202

page 1	3540.00
page 2	1602.00
page 3	213.00
subtotal	5355.00
delivery	216 00
tax	383 00
#	5954 00

Gertens WHOLESALE

SOLD TO: CITY OF INVER GROVE HTS
ATTN ACCTS PAYABLE
8150 BARBARA AVE E
INVER GROVE HTS MN 55077
651-450-2500

SHIP TO:

CUST NO: 103566
TERMS: NET 15TH
RESALE NO:
APPLY TO:
REFERENCE:
JOB NO: 000
DEL. DATE: 8/16/11

DATE: 8/19/11 TIME: 3:37
CLERK: 306 TERMINAL: 414
SALESPERSON:
TAX: NOL MN STATE NO LOCAL TAX

ORDER:931821

LINE	QTY	UM	SKU	DESCRIPTION	UNITS	LOCATION	PRICE/ PER	EXTENSION
1	140	EA	P1800	ECHINACEA PUR MAGNUS #1	140	E15	3.50 /EA	490.00
2	44	EA	S1645	HYDRANGEA PAN LIMELIGHT#2PW S'11	44	S13	11.00 /EA	484.00
3	196	EA	P4150	LIATRIS SPICATA #1-BLAZING STAR	196	S38	3.50 /EA	686.00
4				DENSE BLAZINGSTAR				
5				Liatris spicata				
6				SUB FOR LIATRIS LIGULISTYLIS				
7	234	EA	P5590	SALVIA NEM MAY NIGHT #1 S'11	234	E1814	3.50 /EA	819.00
8	112	EA	P5462	RUDBE FUL GOLDSTURM #1/7" S'11	112	E2021	3.50 /EA	392.00
9	70	EA	G0060	CALAM ACU KARL FOERSTER #1/7"	70	E1819	4.00 /EA	280.00
10	140	EA	P0600	ASTER NOV PURPLE DOME #1 S'11	140	E22	4.00 /EA	560.00
11	84	EA	P5250	PHLOX DIV LAP WOODLAND PHLOX #1	84		4.00 /EA	336.00
12				BLUE WOODLAND PHLOX				
13				Phlox divaricata laphamii				
14				SUB FOR SMOOTH PHLOX				
16	140	EA	P3900	IRIS SIB CAESAR'S BROTHER#1	140	S23	4.00 /EA	560.00
20				SUB FOR BLUE FLAG IRIS				

(NICK HAHN)

TAXABLE	4607.00
NON-TAXABLE	0.00
SUBTOTAL	4607.00

DEPOSIT AMT	0.00
BALANCE DUE	4923.73

TOT WT: 0.00

TAX AMOUNT	316.73
TOTAL	**4923.73**

X _____
Received By

Gertens WHOLESALE

SOLD TO: CITY OF INVER GROVE HTS
ATTN ACCTS PAYABLE
8150 BARBARA AVE E
INVER GROVE HTS MN 55077
651-450-2500

SHIP TO:

CUST NO: 103566
TERMS: NET 15TH
RESALE NO:
APPLY TO: SHRUB GARDEN
REFERENCE:
JOB NO: 000
DEL. DATE: 8/19/11

DATE: 8/19/11 TIME: 3:45
CLERK: 306 TERMINAL: 414
SALESPERSON:
TAX: NOL MN STATE NO LOCAL TAX

ORDER:935872

LINE	QTY	UM	SKU	DESCRIPTION	UNITS	LOCATION	PRICE/ PER	EXTENSION
1	2	EA	S3490	VIBUR TRI COMPACT AMERICAN #2	2	S18	9.00 /EA	18.00
2	12	EA	P2730	HEMER PARDON ME #1 S'11	12	E21	4.00 /EA	48.00
3	3	EA	S2570	SPIREA LITTLE PRINCESS #2	3	S16	8.00 /EA	24.00
4	3	EA	S0830	CLETHRA ALN HUMMINGBIRD #2 S'11	3	S19	8.00 /EA	24.00
5	10	EA	P5462	RUDBE FUL GOLDSTURM #1/7" S'11	10	E2021	3.50 /EA	35.00
6	4	EA	S1645	HYDRANGEA PAN LIMELIGHT#2PW S'11	4	S13	11.00 /EA	44.00
7	1	EA	55075	55075 ZIPCODE DELIVERY	1	8N4	50.00 /EA	50.00
8				Gertens is not responsible for				
9				any damage to property due to				
10				delivery of materials per				
11				homeowner's instructions,				
12				including damage done to				
13				driveways.				
14	17	EA	D500	DELIVERY	17	B	20.00 /EA	340.00

(NICK)

TAXABLE 583.00
NON-TAXABLE 0.00
SUBTOTAL 583.00

DEPOSIT AMT 0.00
BALANCE DUE 623.08

TOT WT: 0.00

TAX AMOUNT 40.08
TOTAL 623.08

X _____
Received By

Gertens WHOLESALE

SOLD TO: CITY OF INVER GROVE HTS
ATTN ACCTS PAYABLE
8150 BARBARA AVE E
INVER GROVE HTS MN 55077
651-450-2500

SHIP TO:

CUST NO: 103566
TERMS: NET 15TH
RESALE NO:
APPLY TO: DAYLILY GARDEN
REFERENCE:
JOB NO: 000
DEL. DATE: 8/19/11

DATE: 8/19/11 TIME: 3:22
CLERK: 306 TERMINAL: 414
SALESPERSON:
TAX: NOL MN STATE NO LOCAL TAX

ORDER:935880

LINE	QTY	UM	SKU	DESCRIPTION	UNITS	LOCATION	PRICE/ PER	EXTENSION
1	66	EA	P2560	HEMER HAPPY RETURNS #1	66	E21	3.50 /EA	231.00
4	60	EA	P2730	HEMER PARDON ME #1 S'11	60	E21	4.00 /EA	240.00
7	60	EA	P2835	HEMER SUMMER WINE #1 S'11	60	E19	4.00 /EA	240.00
10	60	EA	P2590	HEMER X JOLYENE NICOLE #1 S'11	60	E20	5.50 /EA	330.00
13				SUB FOR DALLAS STAR				
14	84	EA	P4150	LIATRIS SPICATA #1-BLAZING STAR	84	S38	3.50 /EA	294.00
15				DENSE BLAZINGSTAR				
16				Liatris spicata				
17				SUB FOR LIATRIS LIGULISTYLIS				
18	60	EA	P3900	IRIS SIB CAESAR'S BROTHER#1	60	S23	4.00 /EA	240.00
22				SUB FOR BLUE FLAG IRIS				
23	18	EA	S1645	HYDRANGEA PAN LIMELIGHT#2PW S'11	18	S13	11.00 /EA	198.00
26	60	EA	P0600	ASTER NOV PURPLE DOME #1 S'11	60	E22	4.00 /EA	240.00

(NICK)

TAXABLE	2013.00
NON-TAXABLE	0.00
SUBTOTAL	2013.00

DEPOSIT AMT	0.00
BALANCE DUE	2151.39

TOT WT: 0.00

TAX AMOUNT	138.39
TOTAL	**2151.39**

TOTAL BID $7698.20

X
Received By

AGENDA ITEM 4G

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Approve Contract for Geotechnical Services to Sample and Test Pond Sediments for City Project No. 2010-22 - Ravine Pond Railroad Erosion Mitigation

			Fiscal/FTE Impact:
Meeting Date:	September 12, 2011		None
Item Type:	Consent	X	Amount included in current budget
Contact:	Thomas J. Kaldunski, 651-450-2572		Budget amendment requested
Prepared by:	Thomas J. Kaldunski, City Engineer		FTE included in current complement
Reviewed by:	Scott D. Thureen, Public Works Director SDT		New FTE requested – N/A
			Other:

PURPOSE/ACTION REQUESTED

Approve contract for geotechnical services to sample and test pond sediments for City Project No. 2010-22 - Ravine Pond Railroad Erosion Mitigation.

SUMMARY

August 9, 2010, Council authorized a feasibility report to mitigate sediment and erosion that reaches the newly constructed Ravine Ponds. The soils deposited in the Ravine Ponds will require the excavation and disposal following MPCA requirements. Testing of the sediment is necessary for project bidding purposes. MPCA guidelines are followed and contractors properly dispose of the material.

Since 2009, the City has tested pond sediments in similar projects. The City has found that approximately 30 percent of the ponds tested had pollutants present that required special handling and disposal.

American Engineering Testing (AET) submitted a proposal to perform the sediment testing at Ravine Ponds (attached). AET is in the City's consultant pool and has done successful programs for the City in 2009 and 2010. Based upon staff's review of the proposal, it is recommended that AET be selected to provide these geotechnical services because of their expertise and knowledge related to this type of work. AET's proposal will follow the MPCA's guidelines and ensure that the City has the information to properly dispose of the sediment.

It is recommended that the Council authorize AET to perform pond sediment sampling and testing geotechnical services for Ravine Ponds for the proposed fee of $4,363. The work will be funded from 101-5200-443.40-66 (Streets – Storm Water).

TJK/kf
Attachment: Proposal

AMERICAN ENGINEERING TESTING, INC.

CONSULTANTS
• ENVIRONMENTAL
• GEOTECHNICAL
• MATERIALS
• FORENSICS

September 1, 2011

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

RE: Proposal for Dredge Material Assessment Services
City Project 2010-22 Ravine Pond RR Erosion Mitigation
Inver Grove Heights, Minnesota
AET Proposal No. 03-04145

Dear Mr. Kaldunski:

American Engineering Testing, Inc. (AET) is pleased to offer the City of Inver Grove Heights (the City and the Client) environmental services to assess sediments in Ravine Pond located in Inver Grove Heights, Minnesota. This proposal has been prepared in response to your recent request and describes the scope of services, schedule, fees and other information regarding our services.

Project Information

The City requested that AET provide a proposal to perform environmental testing of sediments from Ravine Pond in Inver Grove Heights, Minnesota. We understand that sediment from a ravine serving the Union Pacific Railroad has eroded and settled into Ravine Pond. We understand that approximately 200 cubic yards of sediments are to be removed.

The sediment characterization will be performed in general accordance with the Minnesota Pollution Control Agency (MPCA) document *Managing Dredged Materials in the State of Minnesota* (MPCA Waste Water General #2.01, June 2009 edition), the MPCA guidance *Best Management Practices for the Off-Site Reuse of Excess Fill from Development Sites* (c-rem1-01, April 2010), and typical SKB Landfill testing requirements.

This document shall not be reproduced, except in full, without written approval from American Engineering Testing, Inc.

Scope of Services

In response to your request and the above information, AET proposes the following scope of services at this time:

- Clear public utilities through Gopher State One Call.
- Collect one sediment core to a depth of eight feet, using hand-operated Geoprobe tooling. The core location will be accessed by foot and will be mapped using a handheld GPS unit.
- Log the recovered sediment and prepare two samples for chemical analysis. At a minimum, the log descriptions will include sediment strata, grain type, color, and depth.
- Submit two sediment samples to a fixed laboratory to be tested for:
    - Volatile Organic Compounds (VOCs)
    - Gasoline Range Organics (GRO)
    - Diesel Range Organics (DRO) with silica gel cleanup
    - Eight RCRA metals plus copper and zinc
    - Polynuclear aromatic hydrocarbons (PAHs) – extended list
    - Polychlorinated Biphenyls (PCBs)
- Prepare a report of environmental testing results; the report will document pertinent field observations, chains of custody, laboratory reports, and a narrative summarizing the results and comparing them to the applicable MPCA Soil Reference Values and Dredge Management Levels.

If differing soils are encountered at a sampled location, such as significant layering of different colors or textures of soil, AET will collect a separate analytical sample for each layer encountered. For example, if silty sand is separated by a distinct layer of silty clay, we may recommend that three samples be analyzed from this core: one from the upper silty sand, one from the silty clay layer, and one from the lower silty sand. This sampling methodology is recommended in the MPCA guidance and could lead to reducing future project costs in material disposal. However, we do not plan to sample or analyze the underlying "parent" material.

Our scope of services does <u>not</u> include elevation contouring, excavation, permitting, or landfill disposal services. Please contact us if you would like analytical samples prepared for possible waste profile testing.

Performance Schedule

Following written authorization of this proposal, AET estimates it would be able schedule field tasks to begin in two weeks based on our current commitments. Field operations are expected to last one day. Standard analytical laboratory turnaround times are 10 working days or less. Barring unforeseen circumstances, AET estimates it will submit the report within one week of receiving the final laboratory results; actual analytical laboratory turnaround time is beyond AET's control and may extend beyond the standard time referenced above.

Fees

We estimate that our fees will be about $4,370. Our fees under this contract will be charged on a time and materials basis. Our estimate is based on the following breakdown of services. However, this breakdown is an estimate only and actual invoiced quantities may differ from what is shown below.

Item	Unit	Rate	Quantity	Fee
Utility Clearance	LS	$250.00	1	$250
Sample Collection	LS	$1,500.00	1	$1,500
VOCs	sample	$67.85	2	$136
GRO	sample	$32.20	2	$64
DRO	sample	$51.75	2	$104
Eight RCRA metals + Cu and Zn	sample	$97.75	2	$196
PCBs	sample	$69.00	2	$138
PAHs (extended list)	sample	$212.75	2	$426
Report/Project Management	LS	$1,800.00	1	$1,800
Estimate Total:				$4,363

Elimination of individual analytical test parameters will not reduce labor fees.

Conditions

Our services will be performed per the attached three-page Service Agreement and the one-page Subsurface Boring Supplement. Our estimate is based on our 2011 Environmental Fee Schedule; additional services requested and supplied in addition to those described above will be billed on a time and material basis in accordance with this schedule.

This proposal is valid for a period of 90 days from the date issued.

Remarks

Our scope of services is intended to comply with your request for services. The scope is not intended to assess other potential environmental conditions on the site; there may be areas that

are impacted that are not detected, or there may be contaminants present other than those for which we test. This scope of services is not intended to be all-inclusive, covering every possible contaminant.

Acceptance

Please indicate your acceptance of this proposal and authorization to proceed by signing, dating and returning one copy of this proposal to us. Please retain a copy of this authorization for your records.

We appreciate the opportunity to provide this service for you and look forward to working with you on this project. If you have any questions, or need additional information regarding this matter, please call us.

Sincerely,

American Engineering Testing, Inc.

Tracey C. Lee
Environmental Engineer
Phone: (651) 789-4648
Fax: (651) 659-1379
Email: tlee@amengtest.com

PROPOSAL ACCEPTED BY:

Signature: _____

Printed Name: _____

Company: _____

Date: _____

Attachments: 2011 Environmental Fee Schedule
Service Agreement and Subsurface Boring Supplement

AGENDA ITEM 4H

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Accepting Individual Project Order (IPO) No. 18 from Kimley-Horn and Associates, Inc. for Design Services and Preparation of Contract Documents for City Project No. 2011-17 – Blackberry Bridge Path Storm System Improvements

Meeting Date:	September 12, 2011
Item Type:	Consent
Contact:	Thomas J. Kaldunski, 651.450.2572
Prepared by:	Thomas J. Kaldunski, City Engineer
Reviewed by:	Scott D. Thureen, Public Works Director SDT

Fiscal/FTE Impact:

	None
	Amount included in current budget
	Budget amendment requested
	FTE included in current complement
	New FTE requested – N/A
X	Other: Streets – Storm Water Maintenance Fund

PURPOSE/ACTION REQUESTED

Consider resolution accepting IPO No. 18 from Kimley-Horn and Associates, Inc. for design services and preparation contract documents for City Project No. 2011-17 – Blackberry Bridge Path Storm System Improvements.

The original storm water management project scheduled for 2011 was found to contain contaminates in the sediment requiring medication of the project scope and costs; therefore, was delayed to 2012. The Blackberry Bridge Path project was on the storm water maintenance schedule and has been designated to replace the postponed project. Due to the condensed time schedule, timing is late in construction season, and staff being predisposed with current construction projects; the Engineering Division is requesting Kimley-Horn's assistance in design and contract document preparation. In addition, the project will need coordination with Dakota County SWCD and MPCA since the proposed maintenance repairs are near a DNR protected water shoreline.

The proposed project addresses erosion concerns along Black Berry Bridge Path, including but not limited to: addition of storm inlet on Blackberry Path; upgrade inlet and pipe along Black Berry Bridge Path; addition of storm pipe in ravine along 5950 Blackberry Path; repair erosion and add armament to end of 6 foot box culvert under Blackberry Bridge Path; repair eroded slopes along Black Berry Bridge Path.

This IPO will provide the services needed to keep the project on schedule. Kimley-Horn is represented in the Consultant Pool for Engineering Services. The work will be funded from 101-5200-443.40-66 (Streets – Storm Water).

I recommend that the Council adopt the resolution accepting IPO No. 18 from Kimley-Horn and Associates, Inc. for design services and preparation contract documents for City Project No. 2011-17 – Blackberry Bridge Path Storm System Improvements.

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TJK/kf

Attachments: Resolution
IPO No. 18

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY

RESOLUTION ACCEPTING INDIVIDUAL PROJECT ORDER (IPO) NO. 18 FROM KIMLEY-HORN AND ASSOCIATES, INC. FOR DESIGN SERVICES AND PREPARATION OF CONTRACT DOCUMENTS FOR CITY PROJECT NO. 2011-17 – BLACKBERRY BRIDGE PATH STORM SYTEM IMPROVEMENTS

RESOLUTION NO. _____

WHEREAS, the City has identified erosion issues affecting the Blackberry Bridge Path area which need mitigation; and

WHEREAS, in order to complete the design, construction plans and contracts in a timely manner for City Project No. 2011-17 – Blackberry Bridge Path Storm System Improvements, assistance of a consulting engineering firm is required for design services and preparation of contract documents; and

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

WHEREAS, based on the experience of the firm, the scope and associated fee for the proposed services, it was decided that Kimley-Horn and Associates, Inc. be selected as the consulting firm for City Project No. 2011-17 – Blackberry Bridge Path Storm System Improvements.

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

1. The proposal of Kimley-Horn and Associates, Inc. is accepted and staff is authorized to enter into a contract with Kimley-Horn and Associates, Inc. in the amount of $7,950 for design services and preparation of contract documents for City Project No. 2011-17 – Blackberry Bridge Path Storm System Improvements.

2. The design services and preparation of contract documents is authorized.

3. Project funding is provided from 101-5200-443.40-66.

Adopted by the City Council of Inver Grove Heights, Minnesota this 12th day of September 2011.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy Clerk

INDIVIDUAL PROJECT ORDER NUMBER 18

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and City of Inver Grove Heights (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated April 19, 2011, which is incorporated herein by reference.

Identification of Project:	Blackberry Bridge Path Storm System Improvements City Project 2011-17
General Category of Services:	Final Design Phase Services
Specific Scope of Basic Services:	Final design phase services for Blackberry Bridge Path Storm System Improvements. See attached Exhibit A for a more detailed summary of the scope of services.
Additional Services if Required:	None identified at this time.
Schedule:	See attached Exhibit C.
Deliverables:	Final Construction Plans Project Manual/Construction Specifications
Method of Compensation	To be billed on an hourly (cost plus) basis as detailed in attached Exhibit B.
Special Terms of Compensation:	None
Other Special Terms of Individual Project Order:	None

ACCEPTED:

CITY OF INVER GROVE HEIGHTS

BY:_____

TITLE:_____

DATE:_____

KIMLEY-HORN AND ASSOCIATES, INC.

BY:_____

TITLE: V.P.

DATE: 9/8/11

EXHIBIT A
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO. 18

BLACKBERRY BRIDGE PATH STORM SYSTEM IMPROVEMENTS

This IPO includes final design phase services for the Blackberry Bridge Path Storm System Improvements project. These services are detailed below.

A. Final Design Services

1. Preparation of Construction Plans and Specifications

Kimley-Horn will prepare construction plans and specifications for the following improvements to be constructed as part of the Blackberry Bridge Path Storm System Improvements project.

- Extension of storm sewer west of the Blackberry Bridge Path roadway at 5950 Blackberry Trail
- Replacement of the existing culvert along Blackberry Bridge Path at the secondary driveway entrance at 5950 Blackberry Trail
- Construction of rip rap or similar energy dissipation materials at the outlets from the 5950 Blackberry Trail property to the existing DNR Pond (19-243W)
- Construction of rip rap or similar energy dissipation materials at the existing arch pipe culvert (approx. 72" in height) which crosses Blackberry Bridge Path
- Restoration of the fill slope on the west side of Blackberry Bridge Path above the existing arch pipe culvert.

We will provide the City with final construction plans that include existing conditions, removals, erosion control, site improvements, and final restoration of the project area. Upon completion of final design, we will provide the City detailed quantities and bid items for all the improvements proposed as part of this project. We will prepare a project manual to include bidding documents and any special provisions. We have assumed the project will be bid by a solicitation to bidders.

We have assumed there will be no easement acquisition or coordination necessary as part of this project.

2. DNR and Wetland Permitting Assistance

Based on the observations of our site visit we have assumed the proposed improvements are located within the boundaries of the DNR 19-243W pond and would likely fall within a delineated wetland boundary. We have assumed that the project will not require any mitigation due to the relatively small impact area and status as a utility maintenance project.

We have assumed we will facilitate one (1) meeting with the DNR area hydrologist, BWSR, Dakota County SWCD, and City staff to review the proposed improvements and discuss potential permitting requirements. We have assumed the preparation of concurrence letter will be necessary following this meeting to obtain permit approval for the project. We have assumed the City will pay any required permit fees for the project.

We have assumed the total area of disturbance will be less than one acre for the project and will not require the preparation of a SWPPP or NPDES Permit.

3. Project Coordination Meetings

We have assumed that we will attend up to two (2) meetings with a combination of City staff and/or project stakeholders which includes an on-site project kick-off meeting and a project coordination meeting after the development of preliminary plans.

EXHIBIT B
ESTIMATED COSTS

INDIVIDUAL PROJECT ORDER (IPO) NO. 18

BLACKBERRY BRIDGE PATH STORM SYSTEM IMPROVEMENTS

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

Work Task		Estimated Fee	
1	Construction Plans and Specifications	$	4,500
2	Permitting Assistance	$	1,500
3	Project Meetings	$	1,500
Subtotal		$	7,500
Reimbursable Expenses		$	450
Total		$	7,950

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

Our total estimated not-to-exceed cost for the scope of services included as a part of this IPO is, therefore, $7,950 including all labor and reimbursable expenses.

EXHIBIT C
SCHEDULE

INDIVIDUAL PROJECT ORDER (IPO) NO. 18

BLACKBERRY BRIDGE PATH STORM SYSTEM IMPROVEMENTS

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

Kickoff Meeting	August 30, 2011
Preliminary Plans Complete	September 7, 2011
Final Plans and Specs Complete	September 12, 2011
Bid Solicitation	September 13, 2011
Bids Received	September 19, 2011
Council Award Contract	September 26, 2011
Begin Construction	October 3, 2011
Substantial Completion	October 21, 2011
Final Completion	October 28, 2011

The proposed schedule may be impacted by the wetland permitting process. The schedule shown assumes that all required permits/approvals will be obtained by the start of construction.

AGENDA ITEM 4I

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Consider Resolution Accepting Proposal for Engineering Services from Bolton & Menk, Inc. for Preparation of the Feasibility Report and Other Engineering Services for City Project No. 2012-09D – 65th Street from Babcock Trail to Cahill Avenue and Neighboring Streets

Meeting Date:	September 12, 2011
Item Type:	Consent
Contact:	Thomas J. Kaldunski, 651.450.2572
Prepared by:	Thomas J. Kaldunski, City Engineer
Reviewed by:	

SDT

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider resolution accepting the August 30, 2011 proposal for engineering services from Bolton & Menk, Inc. for preparation of the feasibility report and other engineering services for City Project No. 2012-09D – 65th Street from Babcock Trail to Cahill Avenue and neighboring streets.

SUMMARY

Bolton & Menk is part of the City's engineering consultant pool. Bolton & Menk is being recommended for this project based on their knowledge of the project and past experience with City projects such as the northwest area trunk utilities on T.H. 3.

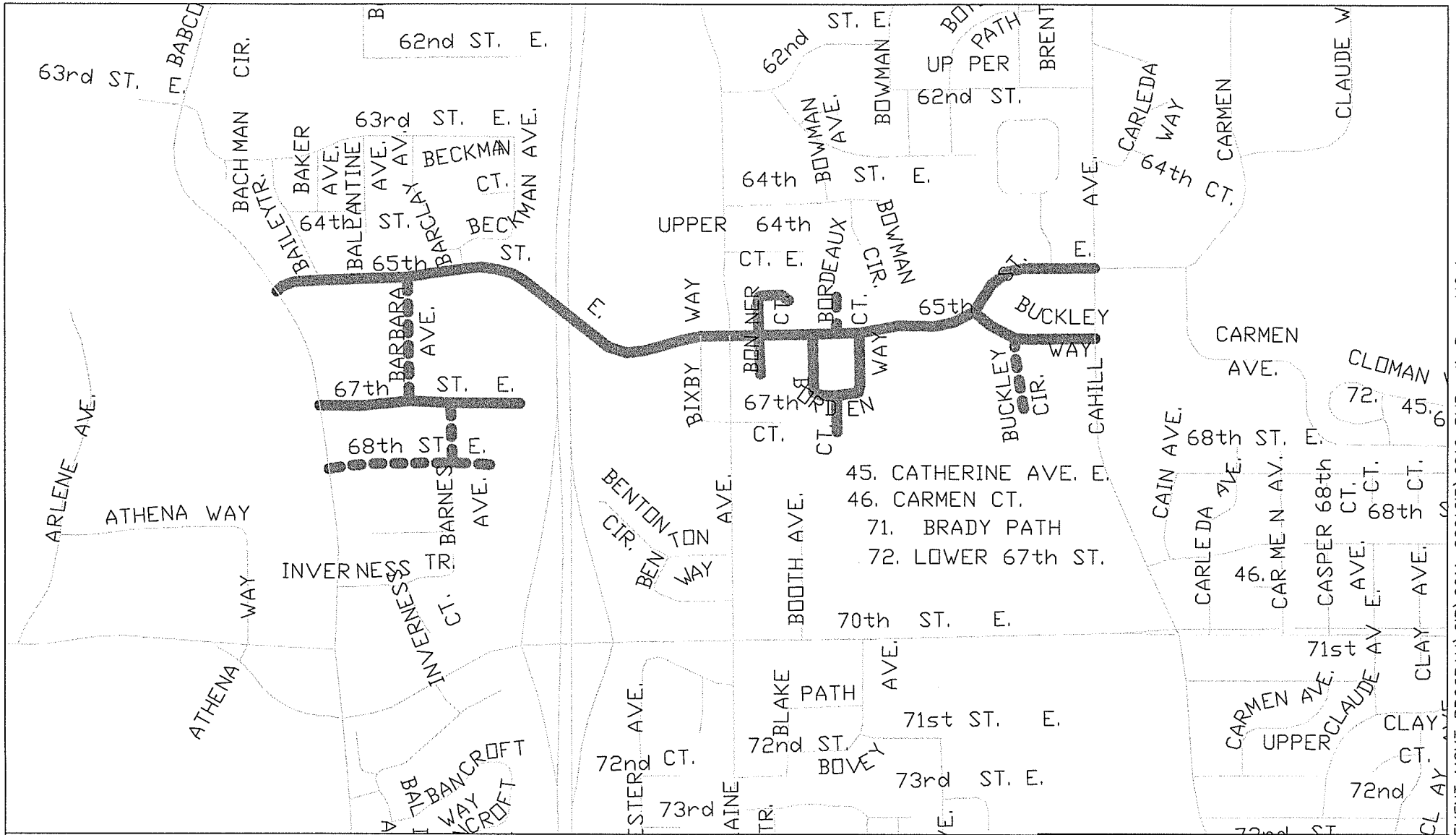
As part of the Pavement Management Program, the 65th Street neighborhood has been identified for reconstruction in 2012. A feasibility report is needed to review options for the area. The proposal will provide a feasibility report. The storm water management system from the project covers a large area and will be interconnected to the existing systems along 65th Street. A comprehensive analysis of this system needs to be completed to meet state aid standards. The project will include rain gardens and infiltration basins for water quality. The City Council should authorize the feasibility study at its meeting to advance the project.

Due to the amount and complexity of work involved with this project, City staff is unable to complete this work in-house. Following a discussion at the January 10 workshop, the Council provided guidance on the 5-year PMP with involves this project in 2012. We requested a proposal from Bolton & Menk for this work. The proposal is attached. Bolton & Menk's proposed fee for the work is $385,490. The project will consist of reconstruction of about 11,000 LF of City streets and 3,000 LF of mill and overlay. The proposed design fee is approximately 6.5 percent of the estimated project cost. A review of past reconstruction design fees indicates other consultants have had fees ranging from 6 percent to 8 percent of the project cost.

I recommend that the Council adopt the resolution accepting the August 30, 2011 proposal from Bolton & Menk and awarding a contract to Bolton & Menk for drainage analysis and preparation of the feasibility report for City Project No. 2012-09D – 65th Street neighborhood. The Council should also authorize preparation of appraisals for the project.

TJK/kf

Attachments: Map
Resolution
Bolton & Menk Proposal dated August 30, 2011



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

0 500 1000
HORIZONTAL SCALE (FEET)

Revised: 9/8/2011

2012-09D URBAN STREET RECONSTRUCTION-65TH STREET NEIGHBORHOOD OVERVIEW MAP

STREET RECONSTRUCTION

MILL & OVERLAY

Z:\PublicWorks\Engineering\PAVEMENT_MGMT_PROGRAM\CIP\2011-2021CIP\2012_PMPprelimReconMO.dwg

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY

RESOLUTION ACCEPTING AN ENGINEERING SERVICES PROPOSAL FROM BOLTON & MENK FOR PREPARATION OF A FEASIBLITY REPORT AND DESIGN SERVICES FOR CITY PROJECT NO. 2012-09D – 65TH STREET FROM BABCOCK TRAIL TO CAHILL AVENUE AND ADJACENT NEIGHBORHOODS

RESOLUTION NO. _____

WHEREAS, as part of the City's Pavement Management Program, the 65th Street neighborhood has been identified for reconstruction starting in 2012; and

WHEREAS, in order to complete the design and construction plans in a timely manner for the Pavement Management Program, Urban Reconstruction Project – City Project No. 2012-09D, assistance of a consulting engineering firm is required for preparing a feasibility report; and

WHEREAS, City staff requested, and received, a proposal from Bolton & Menk; and

WHEREAS, based on the experience of the firm, the scope and associated fee for the proposed services, it was decided that Bolton & Menk be selected from the City's engineering consultant pool as the consulting firm for City Project No. 2012-09D – 65th Street and neighboring streets.

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

1. The proposal of Bolton & Menk is accepted and staff is authorized to enter into a contract with Bolton & Menk in the amount of $385,490 for preparation of a feasibility report and other engineering services outlined in the proposal for the Pavement Management Program, Urban Reconstruction Project – City Project No. 2012-09D (65th Street neighborhood)

2. The preparation of a feasibility report is authorized.

3. The City will also enter into an agreement with Bolton & Menk for the engineering design services outlined in their proposal.

4. City staff is authorized to secure appraisals for the project.

5. Project funding is provided through the Pavement Management Fund, special assessments, state aid funds, and the sewer and water fund.

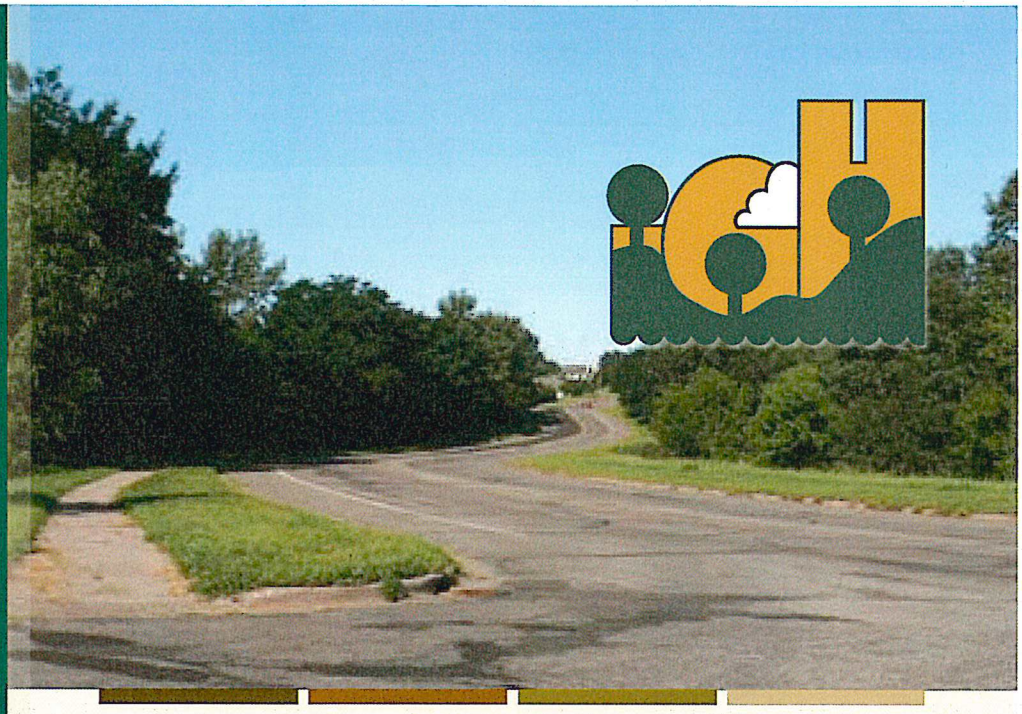
Adopted by the City Council of Inver Grove Heights, Minnesota this 12th day of September 2011.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy Clerk



Proposal for

2012-09D Urban Street Reconstruction – 65th Street Neighborhood

City of Inver Grove Heights

September 8, 2011

Submitted by:
Bolton & Menk, Inc.
12224 Nicollet Avenue
Burnsville, MN 55337
P: 952-890-0509
F: 952-890-8065

Contact: Brian Hilgardner, P.E.
Principal Project Manager
brianhi@bolton-menk.com

BOLTON & MENK, INC.
Consulting Engineers & Surveyors

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
12224 Nicollet Avenue • Burnsville, MN 55337
Phone (952) 890-0509 • Fax (952) 890-8065
www.bolton-menk.com

September 8, 2011

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

Re: Proposal for Professional Engineering Services
2012-09D Urban Street Reconstruction – 65th Street Neighborhood

Dear Mr. Kaldunski:

Bolton & Menk, Inc. is pleased to offer this proposal for professional engineering and surveying services for the City's 2012 Urban Street Reconstruction - 65th Street Neighborhood Improvements. This proposal is based on multiple meetings I have had with you and your staff recently to discuss several aspects of the anticipated improvements.

You will find we have pulled together a team that has a very strong background in reconstruction projects such as this. These types of projects often bring many unknown elements and our selected project team has the capabilities to foresee opportunities in design to improve the project. We also understand the critical importance of communication in all aspects of the project. Effective communication with your staff, residents, business owners, private utility companies and within our project team will help ensure a successful project.

We have worked recently on the City's NW Area Improvements Project and we feel we have a very good understanding of how your desired project process works. We also are very familiar with the City's standard details and specifications, as well as other forms of documentation such as pay requests. We are dedicated to maintaining our working relationship with the City of Inver Grove Heights and will continue to be very responsive to your needs.

In summary, we feel we have put together a project team and approach that while working with you and your staff will lead to a successful and efficient project. Thank you for the opportunity to submit this proposal for the 2012 Urban Street Reconstruction – 65th Street Neighborhood Project. If you have any questions, please do not hesitate to call me.

Sincerely,

BOLTON & MENK, INC.

Brian Hilgardner, P.E.
Principal Project Manager

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Cover Letter

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Fee Structure	6

Our Vision

Bolton & Menk, Inc. is an eminently qualified firm providing professional engineering and surveying services to public clients in the Upper Midwest and private clients throughout the world.

PROJECT UNDERSTANDING

According to the City of Inver Grove Heights Request for Proposal, the City is seeking professional engineering and surveying services to assist with the topographic survey, feasibility report, preliminary and final design, bidding services, assistance with the assessment process, associated project management tasks, and construction staking related to the 2012-09D Urban Street Reconstruction – 65th Street Neighborhood Project.

65th Street East is bounded by Babcock Trail East on the west and Cahill Avenue East on the east. The approximate length of 65th Street East is 6,300 feet. Seven other streets adjoining 65th Street and one street off Cahill Avenue East were identified to be included in the reconstruction project. These streets include: Bonner Court North, Bonner Court South, Borden Way, Borden Court, Bordeaux Court, Buckley Way East, Buckley Circle and Cahill Court. The total length of these streets is approximately 4,400 feet. Also included in the project are four mill and overly streets. These streets include: Barbara Avenue East, Barnes Avenue East, 67th Street East and 68th Street East. The total length of the mill and overlay portion of the project is 3,400 feet. We understand the feasibility phase of the project will include all streets (reconstruction and mill and overlay).

The existing street widths along 65th Street vary from approximately 42-43 feet wide from face of curb to face and 36-feet wide on the majority of the adjoining side streets. There is also sidewalk along the south side of 65th Street. These streets were constructed mainly in the early 1980's. The existing surface improvements consist of bituminous pavement layers with a very poor pavement condition. The pavement shows signs of alligator cracking, rutting and potholes. The concrete curb and sidewalks are in poor to extremely poor condition and show signs of missing pieces, major cracking and spalling.

The storm sewer, watermain and sanitary sewer along the project corridor are generally in good condition. The storm sewer is constructed of reinforced concrete (RCP). The proposed width of 65th Street is anticipated to be narrowed so it is likely that storm sewer leads, crossings, and catch basin structures will be replaced. The storm sewer will need to meet State Aid requirements, so the sizing of the existing system and drainage areas will be thoroughly analyzed and storm sewer will be constructed to accommodate the 10-year storm event. We will also look for any opportunities for infiltration or other alternative stormwater treatment methods.

PROJECT UNDERSTANDING

The watermain is constructed of ductile iron pipe (DIP) and will not be replaced with the exception of hydrant and gate valve relocations or additions where necessary. We will coordinate the proposed pressure reducing valve (PRV) with this project. The sanitary sewer is expected to be in good condition; however, televising will be completed by the City or retained Contractor to identify any areas that may need repair. Castings will be replaced along the project corridor if they cannot be salvaged.

This project will meet State Aid design requirements and will follow the entire State Aid process on all State Aid designated streets. The City intends to reconstruct 65th Street to meet minimum State Aid total width requirements of 38 feet (face of curb to face of curb). Sidewalk will be reconstructed on the south side of 65th Street. The local streets will be constructed to the current City standard of 31 feet wide, and will not have sidewalks installed unless otherwise directed. We will also be analyzing the intersection of 65th Street and Babcock Trail to consider alignments for possible future development and extensions of 65th Street. We will be providing recommendations based on review of available traffic study documents for the intersection of 65th Street and Cahill Avenue.

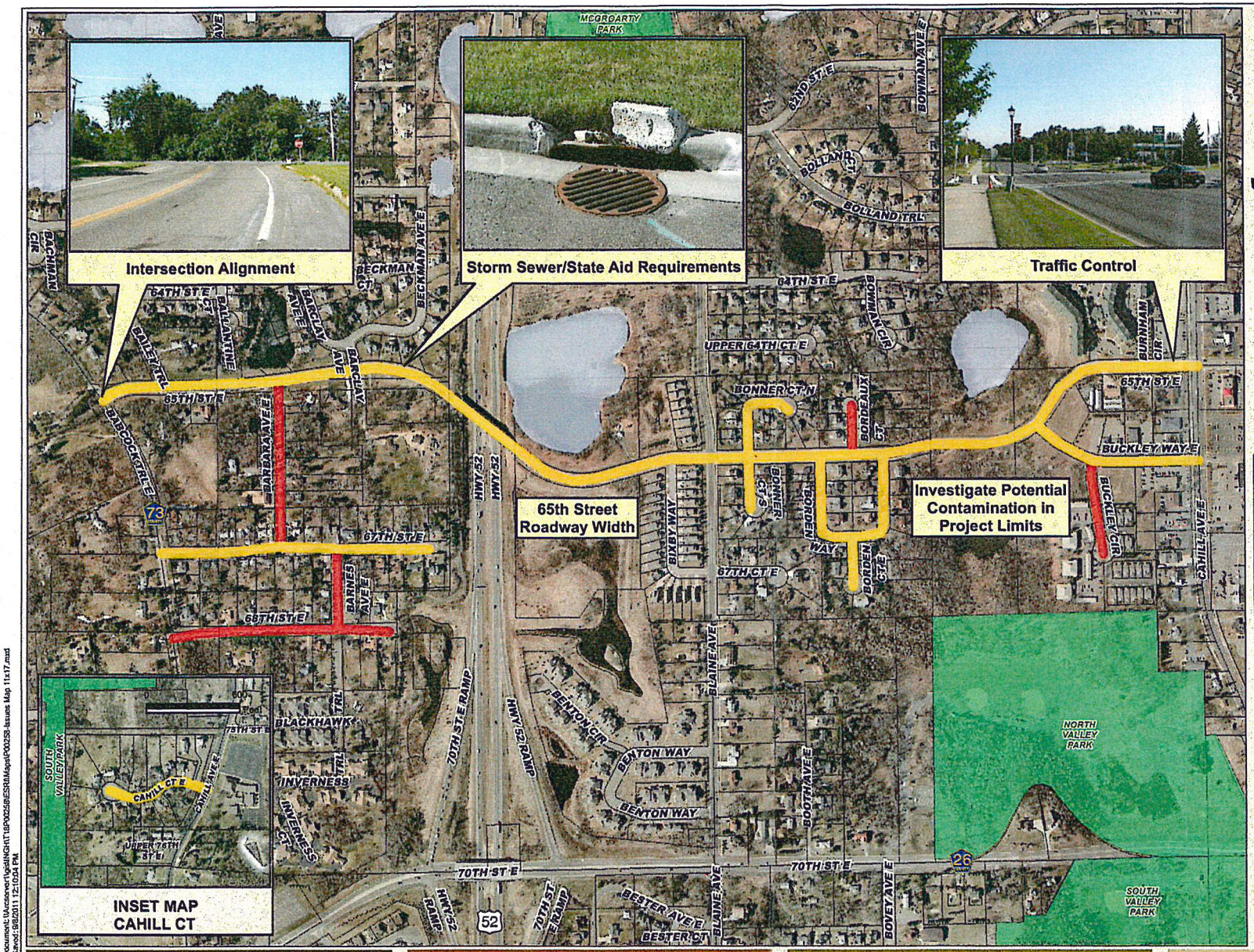
The City has indicated a potential contaminated area known as the "Rubbish Ranch" located near the intersection of 65th Street and Buckley Way. We will have provisions in the contract documents to address contaminants encountered within the project construction limits.

We understand the City has several details and specifications that are unique and we intend to work closely with staff to ensure they are all included in the bidding documents. We will continue to work closely with staff as the plans are developed and will incorporate all comments and redlines into the final plan set.

Bolton & Menk, Inc. holds a philosophy of having their project managers being very involved and integrated in the project, including completing much of the design elements. This "hands on" approach leads to more cost-effective projects, as well as providing a detailed quality control/assurance aspect to the project.

We understand that communication is critical in all aspects of the project. We will be sure to provide ample information to residents through public meetings and newsletters. We will follow the City's utility coordination process and will work closely with City staff throughout all phases of the project to keep you informed and educated on the design taking place. We will provide any requested updates to the City Council.

We feel that our vast experience on similar projects will provide great value to the City in completing this project on time and within budget. As a part of our research on this project, we identified some key issues that will influence the project design. These issues have been summarized on the "Issues Map" found on the following page.



CITY PROJECT NO. 2012-09D
URBAN STREET RECONSTRUCTION
65TH STREET NEIGHBORHOOD

Legend

- Reconstruction
- Mill & Overlay
- Parks
- Parcels
- Protected Waters - Basins

Source: Dakota County, MNDNR

0 500 Feet

Issues Map

September, 2011

BOLTON & MENK
www.bolton-menk.com

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DETAILED WORK PLAN

Bolton & Menk, Inc. understands the importance of not only achieving the desired outcome of each of the following tasks, but also completing them on time and within budget. It is our commitment to facilitate a successful process for the City of Inver Grove Heights and the 2012-09D Urban Street Improvements – 65th Street Neighborhood. We will put special emphasis on working with the public and City staff to assure the project's success.

A summary of our approach to the key project elements is outlined in the following task descriptions:

TASK 1: TOPOGRAPHIC SURVEY

Objective: The creation of a base map identifying above and below ground existing features in electronic format. This base map will be utilized as the basis and background for final design.

Description: Gather pertinent field information on City infrastructure, adjacent buildings, right-of-way, contours and private small utilities.

Deliverables: Electronic base plan.

TASK 2: FINAL DESIGN SERVICES

SUBTASK 2.1: EXISTING PLANS

Objective: Preparation of a base plan for utilization in preliminary and final design.

Description: Utilizing Auto 2011 versions of CAD and Civil 3D, Bolton & Menk and City staff will prepare a base plan identifying locations and elevations of all physical features, right-of-way and existing profiles. We will utilize all of the existing as-built plans and information provided from several meetings with staff to assist in preparing the existing base map.

Deliverables: Electronic base plan and plan sheets

SUBTASK 2.2: PRELIMINARY AND FINAL DESIGN

Objective: Preliminary and final design.

Description: Preparation of preliminary and final plans in coordination with the City staff. Major design components to include the following:

- Roadway alignment and width
- Profiles and intersection layout with curb and gutter elevations
- Cross-sections at 50-foot intervals, driveways and critical design locations
- Corners of homes and garages
- Communications with all small utilities to discuss replacement and/or relocation (including electric, gas, telephone, cable TV, etc.). We will be utilizing the City's project utility coordination checklist.
- Location and elevations of the existing sanitary sewer system, including confirmation with the City's Utilities Superintendent on any needed "spot repairs" or replacements.
- Location of the existing watermain and proposed locations of hydrants and gate valves that need to be moved or added to the overall system.
- Storm sewer sizing and design. This includes discussions with governing agencies and City staff on the proper storm water management plan for the developed area. Our proposal includes a full storm sewer design to determine if the existing system meets State-Aid standards. Infiltration and filtration rain gardens will be incorporated into the project with assistance in determining locations and designs with the Dakota County SWCD.

- Grading plans for any stockpile areas or park areas where common excavation materials will be disposed.
- Preparation of the Stormwater Pollution Prevention Plan (SWPPP), including plan sheets and specifications.
- We will study all pertinent comprehensive plans and study documents (City's 2011 NW Area Traffic Study, 2011 Trail Gap Study, etc.) for this area. We will make recommendations for improvements based on outcomes from these documents. At this time, our proposal does not include design of any major traffic control (signals, turn lanes, etc) or alignment changes.
- Preparation of traffic control and phasing plan with an emphasis on neighborhood access during construction. We will take particular concern with the business area located near the east end of 65th Street.
- Preparation of statement of estimated quantities including street, utilities and miscellaneous construction items. All consistent with the City's Standard Specifications and specifically, the City's method of measurement and payment.
- We will evaluate all environmental concerns within project limits related to the Rubbish Ranch area and provide recommendations for cleanup options or additional studies that may be needed. This work will include preliminary coordination with Dakota County and/or the MPCA. Any detailed cleanup or work beyond that will need to have a complete scope of work and fees determined.
- We will provide easement exhibits and property (legal) information for purposes of permanent or temporary acquisition.

Deliverables: Preliminary and final plans at 60%, 95% and 100% complete stages. All redlines from City staff will be incorporated into the plans and returned to staff upon completion. A design review meeting will be held at each completion stage and detailed minutes from the meeting will be provided.

SUBTASK 2.3: PREPARE CONTRACT DOCUMENTS

Objective: Prepare contract documents.

Description: Working with City staff, we will prepare the overall contract documents for bidding and construction purposes. We will work closely with staff to ensure all details and specifications are specific to the requirements for Inver Grove Heights. Documents will include the following:

- Plans
- Standard City specifications
- Standard City Details
- Special provisions for street and utility construction
- Bidding schedule

Deliverables: Hard copy and electronic copy of final plans and specifications

SUBTASK 2.4: PREPARE OPINION OF PROBABLE CONSTRUCTION COSTS

Objective: Prepare Opinion of Probable Construction Costs.

Description: Utilizing past City of Inver Grove Heights bid information, current contractor pricing, overall knowledge of the City, local contractors, and site conditions, we will prepare an opinion of probable construction cost.

Deliverables: Electronic and hard copy of opinion of probable cost.

SUBTASK 2.5: CONDUCT FINAL REVIEW OF PROJECT AND PROVIDE RECORD DRAWINGS

Objective: Final record drawings.

Description: Walk site with project holders and identify any punchlist items that need to be addressed. Review any punchlist items until acceptable to the City. Prepare letter of final acceptance and ensure all bonds, liens, waivers and IC 134 Forms have been submitted by the Contractor. Gather field information prepared by contractor and subcontractors for use in preparing City record drawings.

Deliverables: Electronic record drawings

TASK 3: PROJECT MANAGEMENT/MEETINGS (DESIGN AND BIDDING PROCESS)

SUBTASK 3.1: MEETINGS (13)

Objective: Attend Meetings; Perform Bid Opening.

Description: Attend up to six (6) staff meetings to discuss project details, the pre-bid meeting, two (2) public meetings, two (2) open houses, bid opening and pre-construction conference.

Deliverables: Copies of meeting notes, any necessary project analysis, project maps, layouts and other figures/ graphics for meetings.

SUBTASK 3.2: PRIVATE UTILITY COORDINATION

Objective: Coordinate with private utility companies.

Description: Attend utility coordination meeting. Verify mapping information with private utility companies. Plan distribution to utilities at preliminary (60%) and final (100%) plan phases. We will follow the City of Inver Grove Heights Project Utility Coordination Checklist to ensure all appropriate steps are achieved.

Deliverables: Meeting notes, private utilities located on the plan sets.

SUBTASK 3.3: FEASIBILITY REPORT ASSISTANCE

Objective: Prepare Feasibility Report.

Description: Provide assistance in preparation of the Feasibility Report. Provide estimated construction and project costs to be included in the Report. Provide updated area map for storm sewer design for City approval. We will utilize existing feasibility reports from recent projects to keep consistency in what staff and the City Council is comfortable with and that all pertinent information is included.

Deliverables: Feasibility Report.

SUBTASK 3.4: STATE AID REVIEW AND APPROVAL

Objective: Submit plans and pay requests for State Aid review and approval.

Description: Submit plans for State Aid review and approval. Submit partial and final State Aid pay requests, including Mn/DOT request for plans and inspection. We will ensure all plans and specifications, as well as design elements meet State Aid standards.

Deliverables: State review comments, all correspondence with the state, State Aid approved plans and specifications.

SUBTASK 3.5: BIDDING ASSISTANCE

Objective: Provide assistance during the bidding process.

Description: We will prepare the advertisement for bids and provide electronic and hard copies of the contract documents for bidding purposes. We will answer bidder's questions and issue any necessary addenda. We will attend the bid opening and tabulate all of the bids. Once the bids are tabulated, we will provide a letter of award recommendation to the City Council.

Deliverables: Documentation of questions, addenda and prepare letter of award recommendation.

SUBTASK 3.6: OBTAIN ALL REQUIRED PERMITS

Objective: Obtain approval on all required permits.

Description: Prepare permit applications, secure City Engineer signature and submit to governing agencies. Permit fees to be paid for by City.

Deliverables: Copies of all submitted permits, including cover letters.

SUBTASK 3.7: PARK COORDINATION

Objective: To ensure any possibilities for trail expansion, future parks, etc. are coordinated with the improvements.

Description: Provide preliminary plan to City for review. Prepare drawing and material for Park Board. Prepare final plans and presentation to the Park Board.

Deliverables: Plans and presentation.

SUBTASK 3.8: POTENTIAL DEVELOPMENT SITE

Objective: To make sure all opportunities for future development scenarios are considered as the improvements are made to possibly enhance sites and make them more developable.

Description: Incorporate municipal utility availability to agricultural or undeveloped parcels and design as needed.

Deliverables: Development opportunity recommendations.

SUBTASK 3.9: CORDINATION OF OTHER CITY PROJECTS

Objective: Coordinate the adjacent mill & overlay project.

Description: As a part of this proposal we are assuming we will provide a construction plan and specifications and bid this as a part of the 65th Street Neighborhood Improvements to take advantage of bidding economy of scale and so all of the work falls under one contractor.

Deliverables: Final plans and specifications.

TASK 4: CONSTRUCTION PHASE SERVICES

SUBTASK 4.1: REVIEW SHOP DRAWINGS

Objective: Ensure shop drawings represent the design plan and specifications.

Description: Review shop drawings.

Deliverables: Comments and approvals of shop drawings delivered to the contractor.

SUBTASK 4.2: CONSTRUCTION DESIGN REVISION ASSISTANCE

Objective: Provide design revision assistance, if necessary.

Description: If any changes to the design within the plans are required, we will assist with making design revisions as necessary.

Deliverables: Revised design and construction plans.

SUBTASK 4.3: RESPOND TO CITY QUESTIONS DURING CONSTRUCTION

Objective: Provide project knowledge to resident or City Council questions.

Description: The City will provide inspections and construction management. Bolton & Menk, Inc. will respond to City questions during construction.

Deliverables: Availability.

SUBTASK 4.4: FINAL ASSESSMENT ASSISTANCE

Objective: Providing any information required to assist the City in completing the final assessment roll.

Description: The City is responsible for the preparation of the assessment roll. Bolton & Menk, Inc. will assist with final project cost review.

Deliverables: Final project costs, lot lengths.

SUBTASK 4.5: CONSTRUCTION STAKING

Objective: Complete project staking as required by Contract Documents.

Description: Staking will be completed in accordance with the specific requirements of the contract. Additional staking requested by the City will be completed per request. Staking per Bolton & Menk QA/QC protocol is back checked by the construction observer for accuracy to avoid construction claims and delays.

Deliverables: Construction stakes and documentation of all survey points installed.

PROJECT PERSONNEL

Since the firm's inception in 1949, Bolton & Menk, Inc. has focused on delivering quality professional municipal engineering services to cities throughout Minnesota. Minnesota cities are our primary clientele and the core of our business. Bolton & Menk has grown by strategically developing and refining the service capabilities and expertise that matter most to cities.

The team we have assembled has worked on several reconstruction projects, including multiple State Aid projects and have a full understanding of the level of detail and design elements that go into a project such as this. This team has also worked together often and has a very cohesive work approach. Bolton & Menk, Inc. holds a philosophy of having their project managers being very involved and integrated in the project, including completing much of the design elements. This "working manager" approach leads to more cost-effective projects, as well as providing a detailed quality control/assurance aspect to the project. Some of the projects this team has worked on can be found in Section 4.

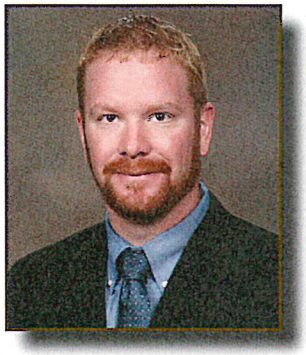
The following is a brief background and description of individual roles for the key personnel proposed. A breakdown of staff hours can be found in Section 7 - Fee Structure. Detailed resumes for these personnel are available upon request.

PROJECT MANAGER/PRINCIPAL-IN-CHARGE

Brian Hilgardner, P.E. is a Project Manager with more than 13 years of experience in municipal engineering. He has a wide range of experience in project administration from conception through construction. His background includes development and design of municipal reconstruction projects, including street construction, Municipal State Aid (MSA), sanitary sewer systems, lift stations, water distribution systems, storm water collection systems and pedestrian facility construction. His administrative duties have included preliminary engineering reports, cost estimates, preliminary and final design, presentations, attendance at city/township council meetings, bidding assistance and construction administration. Mr. Hilgardner worked as a Project Manager on the City's NW Area Improvements and has developed a good working relationship with Tom Kaldunski and Steve Dodge. Mr. Hilgardner has been involved with numerous municipal improvement projects in area cities and townships, including the past six reconstruction projects in the City of Northfield.

PROJECT ENGINEER

Travis Winter, P.E. is a Project Engineer for Bolton & Menk, Inc. He has 8 years of civil engineering experience. Mr. Winter has worked as a design engineer and construction observer with municipal engineering design and construction phase experience. This experience includes design and construction phase experience on the City of Northfield's past five reconstruction projects, the City of Eagan's Duckwood Drive and Cedar Grove Project, and the City of Hampton's 238th Street Improvements.



Mr. Winter's experience includes a variety of engineering tasks including preparation of preliminary engineering reports, preparation of plans and specifications and preparation of cost estimates. On-site construction duties typically include observing the contractor to assure that the improvements are being constructed in general conformance with the plans and specifications. Other responsibilities include maintaining a daily diary, measurement of completed quantities, preparing pay estimates, tracking project schedules, coordination of construction staking and materials testing, and maintaining day-to-day communication with the client, contractor and property owners affected by the project.

PROJECT PERSONNEL

DESIGN ENGINEER

Justin Ernst, P.E. is a Design and Construction Engineer in the Burnsville Office of Bolton & Menk, Inc. He has been employed with the firm since 2006. Prior to joining Bolton & Menk, he was employed by the City of Dubuque, Iowa and Foth Engineering (formerly Engineering Alliance) in Iowa. Mr. Ernst is gaining a very practical engineering experience, as he has spent his past eight summers working as an observer on construction projects for numerous municipalities.

Mr. Ernst's experience includes a variety of engineering tasks including preparation of preliminary engineering reports, preparation of plans and specifications, and preparation of cost estimates. On-site construction duties typically include observing the contractor to assure that the improvements are being constructed in general conformance with the plans and specifications. Construction administration responsibilities have included maintaining a daily construction diary, measurement of completed quantities, preparing pay estimates, tracking project schedules, coordination of construction staking and materials testing, and serving as a liaison between the municipality, contractor and property owners affected by the project.

ENGINEERING TECHNICIAN

Roger Ness has over 23 years of experience as a senior engineering design technician and construction observer. He has extensive experience in the layout, detailed design, cost estimating, and construction observation of municipal public works projects. He also has extensive experience with documentation requirements and testing requirements for State and Federal Aid projects. Mr. Ness is proficient in the use of AutoCAD, Eagle Point, Word and Excel software.

He has the capabilities to perform technical design during the winter months followed by observing and administering difficult projects during the summer which has allowed him to become an outstanding Senior Engineering Technician. He also has experience as an Engineering Project Manager and Street and Parks Maintenance Manager for the City of Northfield for 11 years. During his time there, he developed excellent leadership and management skills to compliment his technical design capabilities.

LICENSED LAND SURVEYOR

Richard J. Williams, Jr., L.S. has over 36 years of surveying experience in Minnesota, Wisconsin, Iowa, Alabama and Louisiana. His responsibilities include the supervision of field crews and technicians, as well the coordination of survey work for the firm's metro offices. Mr. Williams has experience preparing, performing and drafting surveys. He has worked with land ties, section breakdowns, government corner certificates, right-of-way plats, verification of subdivision plats, Registered Land Surveys, and property descriptions. The type of surveys Mr. Williams has preformed include easement, route, boundary, topographic, Land Title, as-built, construction and design surveys.

SURVEY CAD SPECIALIST AND SURVEY CREW SUPPORT

Bolton & Menk, Inc. can make 21 survey crews available to serve the City of Inver Grove Heights at any given time. Fourteen licensed land surveyors supervise these crews, which consist of two LSITs and 35 technicians. These vast numbers help ensure that timing of field services is not an issue.

RELATED PROJECT EXPERIENCE

The following descriptions are similar projects that members of the Bolton & Menk, Inc. team have been involved with, and are representative of the level of satisfaction we experience on our projects. We encourage you to contact these clients to evaluate Bolton & Menk's performance on similar projects.

EXPERIENCE WITH THE CITY OF INVER GROVE HEIGHTS

NORTHWEST AREA UTILITY EXTENSIONS, CITY OF INVER GROVE HEIGHTS, MINNESOTA

Bolton & Menk, Inc. was retained by the City of Inver Grove Heights to complete final design engineering and construction phase engineering services for the City's Northwest Area Trunk Watermain and Sanitary Sewer Extensions. This major trunk utility extension project will be the catalyst for future development within an area of approximately five square miles in the northwest quadrant of the City.

The major infrastructure components of this improvements project include trunk watermain lines up to 16" trunk sewer lines up to 24", dual 16" forcemains, and two sanitary sewer lift stations up to 6.7 MGD. The utility alignments traverse local roadways, County roadways, and Minnesota Department of Transportation (Mn/DOT) trunk highways, which has required significant amounts of interagency coordination.

A significant challenge of this project has been to design constructible trunk sewer lines to depths of over 70 feet. In determining the feasibility and approach to this construction, Bolton & Menk has employed a value engineering process involving geotechnical engineers and expert contractors in the fields of deep sewer construction and trenchless construction methods. As a result, the design included methods of open trench construction along with innovative directional auger boring construction. Additional project requirements include City and County road reconstructions and the preparation of temporary and permanent easement descriptions to facilitate construction.

Construction of the project's largest lift station (6.7 MGD) commenced in fall 2007 at a bid price of $1,730,000 and was substantially completed by summer 2008. Bolton & Menk provided construction administration and observation services for the lift station. Construction of the $10 million trunk watermain and sanitary sewer improvements commenced in spring 2008 and were completed in fall 2009. Bolton & Menk provided construction administration and observation services for this work as well.

ADDITIONAL RELEVANT EXPERIENCE

DUCKWOOD DRIVE STREET AND UTILITY IMPROVEMENTS, CITY OF EAGAN, MINNESOTA

In 2009, Bolton & Menk, Inc. was hired by the City of Eagan to prepare a preliminary engineering report for street and utility improvements along a new corridor of Duckwood Drive. The area for this improvement was the former Carriage Hills Golf Course property. The improvement was needed to both provide an Urban Collector Roadway for the planned redevelopment of the golf course property into single family and multi-family homes, as well as improved connectivity for emergency services being provided by the new Fire Safety Center being constructed on the same property. The report detailed preliminary design concepts for street and utility improvements.

After approval of the preliminary engineering report, Bolton & Menk, Inc. assisted the City with final plans and specifications, bidding services, construction management, construction observation and construction staking. The $1million project was completed on time and within budget. Design components of this ½ mile long 9-ton design Urban Collector roadway included 16-inch trunk watermain, 8-inch sanitary sewer, 12"-27" storm sewer, concrete curb and gutter, concrete walk, bituminous trail, street lighting and turf restoration.

238TH STREET EXTENSION (COOPERATIVE AGREEMENT), CITY OF HAMPTON, MINNESOTA

As the City of Hampton's engineer, Bolton & Menk, Inc. completed final design engineering and provided construction services for the Belmont Street Extension (238th Street) project. The project was a Cooperative Agreement with the Minnesota Department of Transportation (Mn/DOT). Elements of the project included constructing 238th Street from the intersection of Main Street and Belmont Street over to State Highway 50, construction of a bypass and turn lane on Highway 50, closure of a portion of Main Street between Belmont Street and Highway 52, as well as the expansion of the park and pool lot along Highway 52. In conjunction with the project, a new Fire Station and City Hall building was constructed along the new 238th Street. The project created several challenges during construction due to the high groundwater levels that were encountered. The soil borings and pavement design that were completed by Mn/DOT did not indicate the groundwater being as high as was encountered during construction. When the soils were disturbed during construction, in conjunction with the groundwater, the soil properties changed and it was evident the design street section would not be adequate. Several field design changes were made with assistance from Mn/DOT and a quality street section was constructed.

As a part of the project, special storm water management practices were utilized in accordance with local watershed regulations (Vermillion River Watershed). Bioinfiltration Cells (rain gardens) were constructed along the Fire Station and City Hall parking lot and adjacent to 238th Street. Special plants were installed to add aesthetics to the gardens along with storm water treatment.

CEDAR GROVE BOULEVARD REALIGNMENT AND TRANSIT ORIENTATED REDEVELOPMENT, CITY OF EAGAN, MINNESOTA

In 2010, the City of Eagan was awarded a redevelopment grant from the Department of Employment and Economic Development (DEED) for assistance with infrastructure improvements within the Cedar Grove Redevelopment Area, specifically the upgrade and realignment of Cedarvale Boulevard to become Cedar Grove Boulevard. The purpose of these improvements is to promote redevelopment around the Cedar Grove Transit Station, better serve existing travel patterns, and enhance accessibility to existing and future businesses and higher density residential development.

The City of Eagan consulted Bolton & Menk, Inc. to provide preliminary and final design services for the proposed improvements. Bolton & Menk worked closely with City staff, the City's land use and landscape architect consultant, and local businesses to develop roadway, trail, and intersection improvements to achieve the desired outcomes. The recommended improvements create a new primary intersection with Cedar Grove Parkway and improve access to the former Cedarvale Mall area. Improvements also include a new intersection to the transit station serving bus access as well as rider access by automobile, bicycle, and on-foot.

Bolton & Menk is providing design services associated with street realignment, sidewalk, bituminous trail, storm sewer, sanitary sewer, water main, roadway lighting, and miscellaneous improvements on Cedar Grove Boulevard. In addition, Bolton & Menk is incorporating associated streetscape infrastructure in the project as well as city trail extensions outside the project area.

The first phase of the $3.8 million improvement project is currently under construction.

4TH STREET IMPROVEMENTS (STATE-AID), CITY OF NORTHFIELD (2010)

Bolton & Menk, Inc. was retained by the City of Northfield in 2009 to provide design and construction services for the 2010 4th Street Improvements. The project is currently under construction and includes the reconstruction of eleven blocks of streets and utilities. Two of the blocks are located in the busy downtown district of the City. It was critical for staff to provide ongoing communication and updates to the local business owners. The City also has several annual events that take place along the project corridor. The construction schedule incorporated intermediate completion dates to accommodate these events.

The design in the downtown area provided challenges because all of the entrances to the existing businesses needed to remain in-place, while the street profile was changed to improve drainage. There were also several homes along the project that were connected together on one long smaller service line that ultimately connected to the mains. This resulted in several sewer backups and poor water pressure in the past. New services were installed from the mains to inside the homes as a part of the project. Pervious pavement and pavers were included on the project to assist with storm water management as well. All State-Aid testing requirements and documentation for the project is being completed or coordinated by Bolton & Menk.

FIRST STREET IMPROVEMENTS, CITY OF NORTHFIELD (2009)

Bolton & Menk, Inc. has completed several reconstruction projects in the past ten years for the City of Northfield, the most recent being the First Street Improvements. One of the key issues of this project was a need to improve the drainage. The project had a large drainage area and much of the existing storm sewer was undersized. Multiple residents had experienced flooding in past years because some of the homes have entrances lower than the street grades. The City was also unaware of the location of some of their storm sewer pipes. Bolton & Menk was able to review the entire site and come up with a sound storm sewer design, while also making grading modifications to eliminate future flooding. The project also included closure of a street at Way Park and creating modified access and cul-de-sacs to handle emergency vehicles, while keeping the aesthetics of the park intact.

WATER STREET PARKING/5TH STREET ENHANCEMENTS AND RECONSTRUCTION, CITY OF NORTHFIELD (2008)

This project included street and utility improvements in the downtown business area of Northfield, which provided several design challenges with the building elevations and entrances remaining in-place. The project involved design of innovative storm water treatment technologies, specifically pervious pavement and rain gardens. In addition, Bolton & Menk, Inc. illustrated its ability to provide excellent project coordination, as major landscape improvements were designed and incorporated into the project.

MUNICIPAL STATE AID IMPROVEMENTS PROJECT, CITY OF NORTHFIELD (2007)

The 2007 MSA Project in the City of Northfield consisted of rehabilitating a one-mile stretch of the City's Municipal State Aid System. The existing street exhibited signs of crown settlement and severe transverse and longitudinal cracking. However, since the majority of the concrete curb and gutter was in good to excellent condition, a process called reclamation was utilized to rehabilitate the bituminous surface and aggregate base.

Other key project items included the replacement of approximately 1,700 lineal feet of 10" cast iron pipe with 12" ductile pipe. This watermain replacement was based on the age and condition of the existing pipe and the City's need to increase water capacity in the northwest portion of the City. The sanitary sewer was televised to confirm condition and the end result was that the minor cracking was not having any large effect on inflow and infiltration and therefore was left in-place for future in-place (trenchless) lining at another date in time (approximately 10-15 years).

Since the project was adjacent to an elementary school, it was the City's goal to ensure that the existing roadway, as well as adjacent roadways (neighborhoods), had concrete sidewalks constructed on and adjacent to the project. Based on this, concrete walk was added to numerous areas throughout the project. In the most environmentally sensitive area, Bolton & Menk, Inc. worked with the Rice County Watershed District to re-route a major outlet ditch to make sufficient space for a walk to be constructed. In addition, at all pedestrian crossings, truncated dome detectable warning systems were constructed to conform to the American Disabilities Act.

CSAH 42 - SEGMENT 8 FRONTAGE ROAD IMPROVEMENTS, CITY OF BURNSVILLE

As Dakota and Scott counties have progressed toward the expansion of the existing County State Aid Highway (CSAH) 42 corridor through the cities of Burnsville and Savage, these cities have also augmented the corridor with local frontage road improvements. Bolton & Menk, Inc. was retained by the City of Burnsville to administer the construction of its frontage road improvements in 2005. The $2.1 million improvements, which included over a mile of streets between three different segments, required both the reconstruction of existing roadways as well as the construction of new corridors and alignments.

The improvements included upgrades to the City's sanitary sewer and water systems and also included significant storm sewer and ponding improvements. Bolton & Menk's responsibilities to the project included construction staking, observation, and administration. Of particular importance to the success of this project was the level of coordination required with large businesses adjacent to the project corridors. Bolton & Menk initiated pre-construction meetings with representatives from all of these businesses and maintained contact with them, addressing and accommodating their specific concerns and needs throughout the construction phase of the project.

ANNUAL STREET AND UTILITY IMPROVEMENTS (1994-2011), CITY OF HOPKINS

Bolton & Menk, Inc. has served the City of Hopkins as its primary municipal engineering consultant, completing its annual street and utility improvements, for 15 years. The City's broad variety of projects has addressed major infrastructure needs including pavement improvements, flood mitigation, roadway realignments, corridor lighting, signal systems, streetscaping, park improvements, sanitary sewer improvements, and watermain upgrades. Some noteworthy project elements over the years include Municipal State Aid requirements, cooperative agreement projects with Hennepin County, dual 54" HDPE storm sewer construction, interchange improvements, and concrete paving services for these projects have spanned all phases from feasibility studies through construction administration, including regular presentations and interactions with City residents and Council.

2012 Urban Street Reconstruction - 65th Street
City of Inver Grove Heights

Work Plan Elements	2011				2012											
	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
Task 1 - Topographic Survey																
Task 2 - Final Design Services																
2.1 Existing Plans																
2.2 Preliminary and Final Design																
2.3 Prepare Contract Documents																
2.4 Prepare Opinion of Probable Construction Costs																
2.5 Conduct Final Review of Project and Provide Record Drawings																
Task 3 - Project Management/Meetings (Design and Bidding Process)																
3.1 Meetings (13)																
3.2 Private Utility Coordination																
3.3 Feasibility Report Assistance																
3.4 State Aid Review and Approval																
3.5 Bidding Assistance																
3.6 Obtain All Required Permits																
3.7 Park Coordination																
3.8 Potential Development Site																
3.9 Coordination of Other City Project																
Task 4 - Construction Phase Services																
4.1 Review Shop Drawings																
4.2 Construction Design Revision Assistance																
4.3 Respond to City Questions During Construction																
4.4 Final Assessment Assistance																
4.4 Construction Stake																

Note: The goal will be to have final plans completed by the end of January. This schedule may be moved back depending upon State-Aid review time and the necessity to relocate private utilities.

FEE STRUCTURE

The attached Fee Structure illustrates the proposed hours and estimated fees for the tasks described in the Detailed Work Plan found in Section 2. Please recognize that we are open to discussing our approach and estimated hours in order to tailor a project scope that meets the needs of the City of Inver Grove Heights.

Bolton & Menk knows the importance of delivering a project on budget. We closely monitor our time and budget, to ensure efficiency of our staff, and value to our clients. Any issues relating to requested scope modifications and potential budget impacts will be communicated in a timely manner.

FEE STRUCTURE
ESTIMATED PROJECT FEES

CLIENT: City of Inver Grove Heights PROJECT: 2012 Urban Street Reconstruction - 65th Street		BOLTON & MENK, INC.								
TASK NO.	WORK TASK DESCRIPTION	Project Manager/ Principal-In-Charge	Project Engineer	Design Engineer	Engineering Technican	Survey CAD Specialist	Licensed Land Surveyor	Survey Crew	Clerical	Totals
1.0	Topographic Survey									
		6				80	20	300		406
	SUBTOTAL HOURS - TASK 1	6	0	0	0	80	20	300	0	406
2.0	Final Design Services									
2.1	Existing Plans	6	10	10	10					36
2.2	Preliminary and Final Design	400	600	600	810					2410
2.3	Prepare Contract Documents	40	60	10					40	150
2.4	Prepare Opinion of Probable Construction Costs	10	20	60						90
2.5	Conduct Final Review of Project and Provide Record Drawings	16	16							32
	SUBTOTAL HOURS - TASK 2	472	706	680	820	0	0	0	40	2718
3.0	Project Management/Meetings (Design and Bidding Process)									
3.1	Meetings (13)	40	40							80
3.2	Private Utility Coordination	10	20							30
3.3	Feasibility Report Assistance	20	80	80						180
3.4	State Aid Review and Approval	20	20							40
3.5	Bidding Assistance	10	10							20
3.6	Obtain All Required Permits	6	10	20						36
3.7	Park Coordination	10	10							20
3.8	Potential Development Site	6	20	20						46
3.9	Coordination of Other City Project	2	4	10	10					26
	SUBTOTAL HOURS - TASK 3	124	214	130	10	0	0	0	0	478
4.0	Construction Phase Services									
4.1	Review Shop Drawings	0	16							16
4.2	Construction Design Revision Assistance	8	8	8	8					32
4.3	Respond to City Questions During Construction	40								40
4.4	Final Assessment Assistance	10	16	16						42
4.5	Construction Staking					80	20	340		
	SUBTOTAL HOURS - TASK 4	58	40	24	8	80	20	340	0	570

FEE STRUCTURE
ESTIMATED PROJECT FEES

CLIENT: City of Inver Grove Heights PROJECT: 2012 Urban Street Reconstruction - 65th Street		BOLTON & MENK INC.									
TASK NO.	WORK TASK DESCRIPTION	Project Manager/ Principal-In-Charge	Project Engineer	Design Engineer	Engineering Technican	Survey CAD Specialist	Licensed Land Surveyor	Survey Crew	Clerical	Total Hours	Total Cost
1	Topographic Survey	6	0	0	0	80	20	300	0	406	$35,560.00
2	Final Design Services	472	706	680	820	0	0	0	40	2718	$252,090.00
3	Project Management/Meetings (Design and Bidding Process)	124	214	130	10	0	0	0	0	478	$46,520.00
4	Construction Phase Services	58	40	24	8	80	20	340	0	570	$51,320.00
	TOTAL HOURS	660	960	834	838	160	40	640	40	4172	
	AVERAGE HOURLY RATE	$110.00	$95.00	$90.00	$85.00	$85.00	$130.00	$85.00	$55.00		
	SUBTOTAL	$72,600.00	$91,200.00	$75,060.00	$71,230.00	$13,600.00	$5,200.00	$54,400.00	$2,200.00		
	TOTAL LABOR COSTS										$385,490.00
	OTHER DIRECT COSTS: SUBCONSULTANT										$0.00
	TOTAL FEE										$385,490.00

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
ABBY M. NOVAK
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
• ROGER C. MILLER
1924-2009

*ALSO ADMITTED IN WISCONSIN
✧ALSO ADMITTED IN NORTH DAKOTA
○ALSO ADMITTED IN MASSACHUSETTS
□ALSO ADMITTED IN OKLAHOMA

MEMO

TO: **Inver Grove Heights Mayor and Councilmembers**
FROM: **Timothy J. Kuntz, City Attorney**
DATE: **September 8, 2011**
RE: **Plat of Summit Pines – Foreclosure of Vacant Lots**
September 12, 2011 City Council Meeting

Section 1. Background. On April 10, 2006, the City entered into a Development Contract for the Plat of Summit Pines with IGH Development, LLC (the Developer). The Plat of Summit Pines (Plat) was recorded by the Developer on May 31, 2006 as Dakota County Document No. 2433426. The City recorded the following documents:

1. Development Contract for Plat of Summit Pines recorded as Dakota County Document No. 2557309;
2. Conservation and Open Space Easement for Summit Pines recorded as Dakota County Document No. 2557310;
3. Residential Street Light Agreement Relating to Summit Pines recorded as Dakota County Document No. 2557311; and
4. Pedestrian Trail Easement recorded as Dakota County Document No. 2557313.

The plat consists of 38 lots for single family residential development. Two of the 38 lots have been sold. Wells Fargo Bank (the Bank) is foreclosing on the other 36 lots.

The sanitary sewer, municipal water and street improvements were installed during the construction season of 2006 and the two year warranty period has run. No deficiencies have been noted. The Planning and Public Works Department have confirmed that the obligations contained in the Development Contract have been performed. There still remains $15,601 in cash escrow to cover any remaining engineering inspections.

The Bank contacted the City in connection with the foreclosure of the 36 vacant lots in the Plat. The foreclosure sheriff's sale is scheduled for September 21, 2011. The Bank wants to work with the City to memorialize the status of the documents that still affect the Plat. The proposal is

to release the Development Contract and to have the Bank consent to the continuing effectiveness of the Conservation and Open Space Easement, Residential Street Light Agreement and Pedestrian Trail Easement.

Section 2. Development Contract. The City has concluded that all of the obligations of the Developer under the Development Contract for the Plat have been completed. Accordingly, the City will agree to release the Development Contract from the property which comprises the Plat, namely, Lots 1 -20, Block 1; Lots 1 – 8, Block 2; and Lots 1 – 10, Block 3, Summit Pines (the Property). In the attached Release of Development Contract for Plat of Summit Pines, the City will confirm that all of the obligations of the Developer under the Development Contract are discharged and the City will agree to release the Property from any obligations arising under the Development Contract.

Section 3. Ancillary Development Documents Recorded With Development Contract. The City and the Bank have concluded that the following three (3) ancillary development documents recorded with the Development Contract for the Plat should survive the foreclosure:

1. Conservation and Open Space Easement for Summit Pines recorded on May 31, 2006 as Dakota County Document No. 2433429;
2. Residential Street Light Agreement Relating to Summit Pines recorded on November 21, 2007 as Dakota County Document No. 2557311; and
3. Pedestrian Trail Easement recorded on November 21, 2007 as Dakota County Document No. 2557313.

To accomplish this task the following three (3) Consent To and Joinder In documents will be signed by the Bank:

1. Consent To and Joinder In Conservation and Open Space Easement for Summit Pines;
2. Consent To and Joinder In Residential Street Light Agreement Relating to Summit Pines; and
3. Consent To and Joinder In Pedestrian Trail Easement.

The Consent To and Joinder In documents essentially state that the Bank consents to, subordinates to and joins in the three ancillary development documents referenced above. This means that the future landowners of the vacant lots will be subject to the terms and conditions of the three documents.

Section 4. Agreement for Lot 2, Block 1 re Driveways. The City concluded that the only provision of the Development Contract that should survive the foreclosure is a requirement related to the potential subdivision of Lot 2, Block 1, Summit Pines. Lot 2, Block 1, Summit Pines is a large two acre lot and the City imposed a requirement under the Development Contract that if and when Lot 2, Block 1 was divided into two lots, the subdivision must meet all of the current subdivision ordinance requirements of the City. The Development Contract further required that the existing driveway on Lot 2, Block 1, Summit Pines (which leads onto Inver Grove Trail) must be removed and the two landowners must construct new driveways for the two new subdivided lots which lead onto Crimson Way and not onto Inver Grove Trail.

To retain this one provision from the Development Contract, the Bank and the City will execute the attached Agreement Relating to Lot 2, Block 1, Summit Pines. This Agreement will only encumber Lot 2, Block 1, Summit Pines and not the rest of the lots within the Plat.

Section 5. Engineering Escrow Fund. Finally, the City concluded that there is a balance of $15,601 of engineering escrow money from the initial Development Contract for the Plat. The City and the Bank agree that the City should retain this escrow money to cover any future costs related to the Plat. The Bank has agreed to waive any claim to the escrow money of $15,601 and the City has agreed not to require any additional escrow funds from the Bank related to the Plat. To confirm this mutual agreement between the City and the Bank, the City and the Bank will execute the attached Release of Claim to Escrow Fund.

Section 6. Council Action. The Council is asked to consider approval of the following six (6) documents at the September 12, 2011 Council meeting:

1. Release of Development Contract for Plat of Summit Pines;
2. Consent To and Joinder In Conservation and Open Space Easement for Summit Pines;
3. Consent To and Joinder In Residential Street Light Agreement Relating to Summit Pines;
4. Consent To and Joinder In Pedestrian Trail Easement;
5. Agreement Relating to Lot 2, Block 1, Summit Pines; and
6. Release of Claim to Escrow Fund for Plat of Summit Pines.

Attachments

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS TO RELEASE THE RECORDED DEVELOPMENT CONTRACT FOR THE PLAT OF SUMMIT PINES AND TO AUTHORIZE A CONSENT TO AND JOINDER IN OF WELLS FARGO BANK IN THE RECORDED CONSERVATION AND OPEN SPACE EASEMENT, RESIDENTIAL STREET LIGHT AGREEMENT AND PEDESTRIAN TRAIL EASEMENT FOR THE PLAT OF SUMMIT PINES AND TO ENTER INTO A RELEASE OF CLAIM TO ESCROW FUND AND AN AGREEMENT RELATING TO LOT 2, BLOCK 1, SUMMIT PINES, DAKOTA COUNTY, MINNESOTA WITH WELLS FARGO BANK

WHEREAS, on April 10, 2006, the City entered into a Development Contract for the Plat of Summit Pines with IGH Development, LLC (the Developer). The Plat of Summit Pines (Plat) was recorded by the Developer on May 31, 2006 as Dakota County Document No. 2433426. The City recorded the following documents:

1. Development Contract for Plat of Summit Pines recorded as Dakota County Document No. 2557309;
2. Conservation and Open Space Easement for Summit Pines recorded as Dakota County Document No. 2557310;
3. Residential Street Light Agreement Relating to Summit Pines recorded as Dakota County Document No. 2557311; and
4. Pedestrian Trail Easement recorded as Dakota County Document No. 2557313.

WHEREAS, the plat consists of 38 lots for single family residential development. Two of the 38 lots have been sold. Wells Fargo Bank (the Bank) is foreclosing on the other 36 lots.

WHEREAS, the sanitary sewer, municipal water and street improvements were installed during the construction season of 2006 and the two year warranty period has run. No deficiencies have been noted. The Planning and Public Works Department have confirmed that the obligations contained in the Development Contract have been performed. There still remains $15,601 in cash escrow to cover any remaining engineering inspections.

WHEREAS, The Bank contacted the City in connection with the foreclosure of the 36 vacant lots in the Plat. The foreclosure sheriff's sale is scheduled for September 21, 2011. The Bank wants to work with the City to memorialize the status of the documents that still affect the Plat. The proposal is to release the Development Contract and to have the Bank consent to the continuing effectiveness of the Conservation and Open Space Easement, Residential Street Light Agreement and Pedestrian Trail Easement.

WHEREAS, the City has concluded that all of the obligations of the Developer under the Development Contract for the Plat have been completed. Accordingly, the City will agree to release the Development Contract from the property which comprises the Plat, namely, Lots 1 - 20, Block 1; Lots 1 – 8, Block 2; and Lots 1 – 10, Block 3, Summit Pines (the Property). In the attached Release of Development Contract for Plat of Summit Pines, the City will confirm that all of the obligations of the Developer under the Development Contract are discharged and the City will agree to release the Property from any obligations arising under the Development Contract.

WHEREAS, the City and the Bank have concluded that the following three (3) ancillary development documents recorded with the Development Contract for the Plat should survive the foreclosure:

1. Conservation and Open Space Easement for Summit Pines recorded on May 31, 2006 as Dakota County Document No. 2433429;
2. Residential Street Light Agreement Relating to Summit Pines recorded on November 21, 2007 as Dakota County Document No. 2557311; and
3. Pedestrian Trail Easement recorded on November 21, 2007 as Dakota County Document No. 2557313.

To accomplish this task the following three (3) Consent To and Joinder In documents will be signed by the Bank:

1. Consent To and Joinder In Conservation and Open Space Easement for Summit Pines;
2. Consent To and Joinder In Residential Street Light Agreement Relating to Summit Pines;
3. Consent To and Joinder In Pedestrian Trail Easement.

The Consent To and Joinder In documents essentially state that the Bank consents to, subordinates to and joins in the three ancillary development documents referenced above. This means that the future landowners of the vacant lots will be subject to the terms and conditions of the three documents.

WHEREAS, the City concluded that the only provision of the Development Contract that should survive the foreclosure is a requirement related to the potential subdivision of Lot 2, Block 1, Summit Pines. Lot 2, Block 1, Summit Pines is a large two acre lot and the City imposed a requirement under the Development Contract that if and when Lot 2, Block 1 was

divided into two lots, the subdivision must meet all of the current subdivision ordinance requirements of the City. The Development Contract further required that the existing driveway on Lot 2, Block 1, Summit Pines (which leads onto Inver Grove Trail) must be removed and the two landowners must construct new driveways for the two new subdivided lots which lead onto Crimson Way and not onto Inver Grove Trail.

To retain this one provision from the Development Contract, the Bank and the City will execute the attached Agreement Relating to Lot 2, Block 1, Summit Pines. This Agreement will only encumber Lot 2, Block 1, Summit Pines and not the rest of the lots within the Plat.

WHEREAS, the City concluded that there is a balance of $15,601 of engineering escrow money from the initial Development Contract for the Plat. The City and the Bank agree that the City should retain this escrow money to cover any future costs related to the Plat. The Bank has agreed to waive any claim to the escrow money of $15,601 and the City has agreed not to require any additional escrow funds from the Bank related to the Plat. To confirm this mutual agreement between the City and the Bank, the City and the Bank will execute the attached Release of Claim to Escrow Fund.

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

1. The City hereby approves the following documents:

    a. Release of Development Contract for Plat of Summit Pines;
    b. Consent To and Joinder In Conservation and Open Space Easement for Summit Pines;
    c. Consent To and Joinder In Residential Street Light Agreement Relating to Summit Pines;
    d. Consent To and Joinder In Pedestrian Trail Easement;
    e. Agreement Relating to Lot 2, Block 1, Summit Pines; and
    f. Release of Claim to Escrow Fund for Plat of Summit Pines.

2. The Mayor and Deputy Clerk are authorized to execute the above documents to the extent a signature is required.

Passed by vote of the City Council of Inver Grove Heights this 12th day of September, 2011.

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy Clerk

RELEASE OF DEVELOPMENT CONTRACT
FOR PLAT OF SUMMIT PINES

THIS RELEASE OF DEVELOPMENT CONTRACT FOR PLAT OF SUMMIT PINES ("Release") is executed and delivered as of the 12th day of September, 2011, by the CITY OF INVER GROVE HEIGHTS, a municipality of the State of Minnesota (the "City").

RECITALS

1. The City and IGH Development, LLC, a Minnesota limited liability company ("Developer") are parties to that certain Development Contract for Plat of Summer Pines dated April 10, 2006, and recorded with the Dakota County, Minnesota, Recorder's Office on November 21, 2007, as Document No. 2557309 (the "Development Contract").

2. The Development Contract established the work (including certain public improvements) that the Developer was required to complete in connection with obtaining the City's approval of the plat of Summit Pines.

3. The Development Contract encumbered certain real property in Dakota County, Minnesota, legally described on Exhibit A attached hereto, which is now legally described as Lots 1-20, Block 1; Lots 1-8, Block 2; and Lots 1-10, Block 3; all in Summit Pines, according to the recorded plat thereof (the "Property").

4. The obligations of the Developer under the Development Contract have been discharged, and therefore the City has agreed to execute this Release and to release the Property from any obligations arising under the Development Contract.

NOW, THEREFORE, the City hereby confirms that the obligations of the Developer under the Development Contract are discharged and hereby releases the Property from any lien, obligation or encumbrance arising out of the Development Contract.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Release as of the day and year first above written.

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 12th day of September, 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 PLAT OF SUMMIT PINES

Real property situated in the City of Inver Grove Heights, County of Dakota, State of Minnesota, legally described as:

> That part of the Northwest Quarter of the Southwest Quarter of Section 14, Township 27, Range 22, Dakota County, Minnesota, lying west of the center line of Inver Grove Trail and lying southwesterly of the following described line: Beginning at the northwest corner of said Northwest Quarter of the Southwest Quarter; thence South 73 degrees 20 minutes 05 seconds East (said bearing is based on the west line of said Northwest Quarter of the Southwest Quarter having an assumed bearing of North 00 degrees 20 minutes 14 seconds West) a distance of 969.60 feet to said center line and there terminating.

CONSENT TO AND JOINDER IN CONSERVATION AND OPEN SPACE EASEMENT FOR SUMMIT PINES

THIS CONSENT TO AND JOINDER IN CONSERVATION AND OPEN SPACE EASEMENT FOR SUMMIT PINES is made this ____ day of September, 2011, by Wells Fargo Bank, National Association, a national banking association ("Mortgagee"), the holder of that certain Amended and Restated Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Financing Statement dated May 22, 2006, filed May 31, 2006 with the Dakota County, Minnesota, Recorder's Office as Document No. 2433429 (the "Mortgage"), which encumbers certain real property situated in Dakota County, Minnesota, legally described on Exhibit A attached hereto. Mortgagee hereby consents to, subordinates to and joins in that certain Conservation and Open Space Easement for Summit Pines dated April 10, 2006, by and between IGH Development, LLC, a Minnesota limited liability company, and the City of Inver Grove Heights, a Minnesota municipal corporation, recorded with the Dakota County, Minnesota, Recorder's Office on November 21, 2007 as Document No. 2557310 (the "Easement"), provided that by consenting to and joining in the Easement, (i) such consent and joinder does not modify or amend the terms and conditions of its Mortgage and related loan documents, and (ii) such Mortgage shall remain as a lien on the property described therein until released or satisfied.

IN WITNESS WHEREOF, the Mortgagee has caused this Consent and Joinder to be executed on the _____ day of September, 2011.

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of September, 2011, by _____, the _____ of Wells Fargo Bank, National Association, a national banking association under the laws of the United States of America, on behalf of the national banking association.

_____
Notary Public

THIS INSTRUMENT DRAFTED BY:

Paul S. Moe
Faegre & Benson LLP (CEL)
2200 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402-3901
(612) 766-7000

fb.us.7222774.01

EXHIBIT A

Legal Description

Lots 1-20, Block 1; Lots 1-8, Block 2; and Lots 1-10, Block 3; all in Summit Pines, according to the recorded plat thereof and situate in Dakota County, Minnesota.

CONSENT TO AND JOINDER IN RESIDENTIAL STREET LIGHT AGREEMENT RELATING TO SUMMIT PINES

THIS CONSENT TO AND JOINDER IN RESIDENTIAL STREET LIGHT AGREEMENT RELATING TO SUMMIT PINES is made this ____ day of September, 2011, by Wells Fargo Bank, National Association, a national banking association ("Mortgagee"), the holder of that certain Amended and Restated Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Financing Statement dated May 22, 2006, filed May 31, 2006 with the Dakota County, Minnesota, Recorder's Office as Document No. 2433429 (the "Mortgage"), which encumbers certain real property situated in Dakota County, Minnesota, legally described on Exhibit A attached hereto. Mortgagee hereby consents to, subordinates to and joins in that certain Residential Street Light Agreement Relating to Summit Pines dated April 10, 2006, by and between IGH Development, LLC, a Minnesota limited liability company, and the City of Inver Grove Heights, a Minnesota municipal corporation, recorded with the Dakota County, Minnesota, Recorder's Office on November 21, 2007, as Document No. 2557311 (the "Agreement"), provided that by consenting to and joining in the Agreement, (i) such consent and joinder does not modify or amend the terms and conditions of its Mortgage and related loan documents, and (ii) such Mortgage shall remain as a lien on the property described therein until released or satisfied.

IN WITNESS WHEREOF, the Mortgagee has caused this Consent and Joinder to be executed on the _____ day of September, 2011.

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of September, 2011, by _____, the _____ of Wells Fargo Bank, National Association, a national banking association under the laws of the United States of America, on behalf of the national banking association.

_____
Notary Public

THIS INSTRUMENT DRAFTED BY:

Paul S. Moe
Faegre & Benson LLP (CEL)
2200 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402-3901
(612) 766-7000

fb.us.7223618.01

EXHIBIT A

Legal Description

Lots 1-20, Block 1; Lots 1-8, Block 2; and Lots 1-10, Block 3; all in Summit Pines, according to the recorded plat thereof and situate in Dakota County, Minnesota.

CONSENT TO AND JOINDER IN PEDESTRIAN TRAIL EASEMENT

THIS CONSENT TO AND JOINDER IN PEDESTRIAN EASEMENT is made this ____ day of September, 2011, by Wells Fargo Bank, National Association, a national banking association ("Mortgagee"), the holder of that certain Amended and Restated Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Financing Statement dated May 22, 2006, filed May 31, 2006 with the Dakota County, Minnesota, Recorder's Office as Document No. 2433429 (the "Mortgage"), which encumbers certain real property situated in Dakota County, Minnesota, legally described on Exhibit A attached hereto. Mortgagee hereby consents to, subordinates to and joins in that certain Pedestrian Trail Easement dated April 10, 2006, by and between IGH Development, LLC, a Minnesota limited liability company, and the City of Inver Grove Heights, a Minnesota municipal corporation, recorded with the Dakota County, Minnesota, Recorder's Office on November 21, 2007, as Document No. 2557313 (the "Easement"), provided that by consenting to and joining in the Easement, (i) such consent and joinder does not modify or amend the terms and conditions of its Mortgage and related loan documents, and (ii) such Mortgage shall remain as a lien on the property described therein until released or satisfied.

IN WITNESS WHEREOF, the Mortgagee has caused this Consent and Joinder to be executed on the _____ day of September, 2011.

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of September, 2011, by _____, the _____ of Wells Fargo Bank, National Association, a national banking association under the laws of the United States of America, on behalf of the national banking association.

_____
Notary Public

THIS INSTRUMENT DRAFTED BY:

Paul S. Moe
Faegre & Benson LLP (CEL)
2200 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402-3901
(612) 766-7000

fb.us.7223656.01

EXHIBIT A

Legal Description

Lots 1-20, Block 1; Lots 1-8, Block 2; and Lots 1-10, Block 3; all in Summit Pines, according to the recorded plat thereof and situate in Dakota County, Minnesota.

AGREEMENT RELATING TO LOT 2, BLOCK 1, SUMMIT PINES, DAKOTA COUNTY, MINNESOTA

THIS AGREEMENT RELATING TO LOT 2, BLOCK 1, SUMMIT PINES, DAKOTA COUNTY, MINNESOTA ("Agreement") is made, executed and delivered as of the 12th day of September, 2011, by the City of Inver Grove Heights, a municipality of the State of Minnesota (the "City") and by Wells Fargo Bank, National Association, a national banking association ("Mortgagee").

RECITALS

1. Wells Fargo Bank, National Association, a national banking association ("Mortgagee"), is the holder of that certain Amended and Restated Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Financing Statement dated May 22, 2006, filed May 31, 2006 with the Dakota County, Minnesota, Recorder's Office as Document No. 2433429 (the "Mortgage"), which encumbers certain real property situated in Dakota County, Minnesota, including the real property legally described as follows:

Lot 2, Block 1, Summit Pines (the "Property").

2. The Property has the potential to be divided into two lots.

NOW, THEREFORE, the parties agree:

1. If the Property is divided into two lots, the division must meet all of the subdivision ordinance regulations of the City in force and effect at that time.

2. If the Property is subdivided, then the existing driveway onto Inver Grove Trail shall be removed and the driveways for the two lots shall be onto Crismon Way, not Inver Grove Trail.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned parties have executed this Release as of the day and year first above written.

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 12th day of September, 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

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of September, 2011, by _____, the _____ of Wells Fargo Bank, National Association, a national banking association under the laws of the United States of America, on behalf of the national banking association.

_____
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

RELEASE OF CLAIM TO ESCROW FUND
FOR PLAT OF SUMMIT PINES

THIS RELEASE OF CLAIM TO ESCROW FUND FOR PLAT OF SUMMIT PINES ("Release") is made, executed and delivered as of the 12th day of September, 2011, by the City of Inver Grove Heights, a municipality of the State of Minnesota (the "City") and by Wells Fargo Bank, National Association, a national banking association ("Mortgagee").

RECITALS

1. The City and IGH Development, LLC, a Minnesota limited liability company ("Developer") are parties to that certain Development Contract for Plat of Summer Pines dated April 10, 2006, and recorded with the Dakota County, Minnesota, Recorder's Office on November 21, 2007, as Document No. 2557309 (the "Development Contract").

2. Wells Fargo Bank, National Association, a national banking association ("Mortgagee"), is the holder of that certain Amended and Restated Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Financing Statement dated May 22, 2006, filed May 31, 2006 with the Dakota County, Minnesota, Recorder's Office as Document No. 2433429 (the "Mortgage"), which encumbers certain real property situated in Dakota County, Minnesota, made the subject of the Development Contract and legally described on the attached Exhibit A (the "Property").

3. Under the Development Contract, there remains the sum of $15,601 as part of the escrow referenced in Exhibit F of the Development Contract.

4. The City has agreed to release the Property made the subject of the Mortgage and the Development Contract from the terms of the Development Contract, but the City is not releasing the escrow.

5. Mortgagee is not making any claim for the escrow money.

NOW, THEREFORE, the parties agree:

1. Mortgagee waives any claim to the escrow money of $15,601 and releases the City from any claim to the escrow money of $15,601.

2. City waives any right to require the Mortgagee to escrow additional funds with the City relating to the Property.

3. City acknowledges and agrees that as of the date hereof there is no violation by the owner of the Property or by the Mortgagee with respect to any of the following three (3) documents:

- Residential Street Light Agreement Relating to Summit Pines dated April 10, 2006, by and between IGH Development, LLC, a Minnesota limited liability company, and the City of Inver Grove Heights, a Minnesota municipal corporation, recorded with the Dakota County, Minnesota, Recorder's Office on November 21, 2007, as Document No. 2557311; and

- Conservation and Open Space Easement for Summit Pines dated April 10, 2006, by and between IGH Development, LLC, a Minnesota limited liability company, and the City of Inver Grove Heights, a Minnesota municipal corporation, recorded with the Dakota County, Minnesota, Recorder's Office on November 21, 2007 as Document No. 2557310; and

- Pedestrian Trail Easement dated April 10, 2006, by and between IGH Development, LLC, a Minnesota limited liability company, and the City of Inver Grove Heights, a Minnesota municipal corporation, recorded with the Dakota County, Minnesota, Recorder's Office on November 21, 2007, as Document No. 2557313.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned parties have executed this Release as of the day and year first above written.

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 12th day of September, 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

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of September, 2011, by _____, the _____ of Wells Fargo Bank, National Association, a national banking association under the laws of the United States of America, on behalf of the national banking association.

_____
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:
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LeVander, Gillen & Miller
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South St. Paul, Minnesota 55075
(651)451-1831

EXHIBIT A

Legal Description

Lots 1-20, Block 1; Lots 1-8, Block 2; and Lots 1-10, Block 3; all in Summit Pines, according to the recorded plat thereof and situate in Dakota County, Minnesota.

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Approve Proposal from BRKW Appraisals Inc. for Appraisal Services for Excess Golf Course Properties

Meeting Date:	September 12, 2011		**Fiscal/FTE Impact:**
Item Type:	Consent Session		None
Contact:	Thomas J. Link: 651-450-2546	X	Amount included in current budget
Prepared by:	Tom Link, Director of Community Development		Budget amendment requested
Reviewed by:	N/A		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED

The City Council is to consider a "Resolution Approving Proposal from BRKW Appraisals Inc. for Appraisal Services for Excess Golf Course Properties", as attached.

ANALYSIS

At its last meeting, the Inver Grove Heights Economic Development Authority (EDA) considered the acquisition of two excess golf course properties. The EDA directed staff to obtain proposals to perform an appraisal of the two properties.

City staff sent a Request For Proposal to the three firms that had previously been selected for the City's technical consultant services pool. By inclusion in the consultant services pool, all three firms were previously found to have the necessary qualifications to perform appraisal services for the City. The City received proposals from all three firms – BRKW Appraisals Inc., ProSource Technologies Inc., and Integra Realty Resources.

Two of the three firms were found to have submitted thorough proposals and have the necessary experience in performing these types of appraisals. Of the two firms, staff recommends BKRW Appraisals Inc. BKRW's proposal would provide a more thorough analysis and report yet is significantly less expensive.

Typically, this item would be considered by the EDA, not the City Council. However, the EDA had previously referred the matter to the City Council since the EDA does not meet until November.

The appraisals of the two properties would cost $5,000. The work would be funded out of the EDA budget.

Enc: Resolution
BRKW Proposal

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING PROPOSAL FROM BRKW APPRAISALS INC. FOR APPRAISAL SERVICES FOR EXCESS GOLF COURSE PROPERTIES

WHEREAS, the Inver Grove Heights Economic Development Authority (EDA) is considering the acquisition of two excess golf course properties; and

WHEREAS, the EDA desires to perform an appraisal of the two properties, and

WHEREAS, the City distributed Request For Proposals to three firms that were part of the City's technical consulting services pool, and:

WHEREAS, all three firms submitted proposals.

NOW, THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS hereby accepts the proposal from BRKW Appraisals Inc., dated August 30, 2011, and authorizes funding for this work, in the amount of $5,000, to come from the EDA fund.

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

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy Clerk

BRKW APPRAISALS, INC.
REAL ESTATE VALUATION SERVICES

August 30, 2011

Thomas J. Link
Community Development Director
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

RE: Proposal For Appraisal Services
Two Land Parcels in the City of Inver Grove Heights
Property 1: NW Corner of 70th St. and Babcock Trail
Property 2: South Side of 70th St., West of Inverwood Golf Course Parking Lot

Dear Mr. Link:

In response to your request and on behalf of BRKW Appraisals, Inc., I am submitting this proposal for our firm to complete real estate appraisals of the above-referenced properties. The purpose of the appraisals is to provide an opinion of the market value of the fee simple interest in each of the properties as of the date of the property inspection. The intended use of the appraisal is for assisting the Inver Grove Heights Economic Development Authority in the potential acquisition of the properties from their owner, Inverwood Golf Course. The intended users are City of Inver Grove Heights officials. The client of this assignment would be the City of Inver Grove Heights.

Subject Properties

Both properties reflect excess vacant land adjoining the Inverwood Golf Course. Some of the subject land is part of a larger tax parcel which in turn is part of the larger golf course ownership of multiple tax parcels. However, for the appraisal it is assumed that both properties, as identified on a map that has been provided by the City, are freestanding subdivided sites.

Both properties are zoned and guided in the land use plan for Public/Institutional use. However, the city has indicated the possible, and thus presumed allowable, uses on the sites, which are not public/institutional. The properties would be appraised based on the possible uses rather than the existing zoning/guiding, if the possible uses represent the highest and best use.

SPRUCE TREE CENTRE SUITE 314
1600 UNIVERSITY AVE ST PAUL MN 55104
651·646·6114 FAX 651·646·8086 brkw@brkw.com

Property 1 – An approximately 4.6-acre parcel with possible uses of low-medium density townhomes (3-6 units per acre) or high density senior housing. All utilities available.

Property 2 – An approximately 10.8-acre parcel with possible uses of medium-density housing (6-12 units per acre) or hotel/conference center. Municipal water and sanitary sewer are available, but must (and can) be extended from Babcock Trail, about one-quarter of a mile to the east, before development can be accomplished. The land would be appraised "as is," reflecting the need for the utility extension. It appears likely that the conclusion of highest and best use will be for medium-density housing, rather than a hotel/conference center.

Scope Of Work

After the highest and best use has been concluded for each property, a valuation of the land will be completed, based on the highest and best use. The Direct Sales Comparison Approach, which involves a comparison to the subject property of reasonably similar land parcels that have recently sold, will be the valuation method utilized . In the Direct Sales Comparison Approach, the comparable sale prices are adjusted for value-related differences between the comparables and the subject, with the final result being an indication of what the subject property would sell for.

Report Format

A separate appraisal report will be prepared for each of the two subject properties. The appraisals will be presented in a narrative but relatively brief Summary Report format, which focuses primarily on key conclusions regarding the property, primary factors that influence its market value, and the main points of the valuation analysis applied to arrive at an opinion of market value. Though the level of discussion will be relatively brief, the report will contain enough information to allow the reader to have a reasonable understanding of the process used to arrive at the value conclusion. The appraisals will be prepared in accordance with the Code of Ethics and the Standards of Professional Practice of the Appraisal Institute, and with the Uniform Standards of Professional Appraisal Practice (USPAP), as mandated by the State of Minnesota.

Proposed Appraisal Fees

Based on the anticipated scope of work involved in the assignment to appraise this property I propose the appraisal fees shown below. The proposed fees are based on our being engaged to appraise both properties. Alternatively, if only one or the other property were to be appraised, the fees would require adjustment.

Property 1	$2,400
Property 2	$2,600
Total Appraisal Fees	$5,000

Completion Date

The appraisal report will be completed **four to six weeks from authorization.**

Deliverables

Two hard copies of each appraisal report will be mailed to you, and a .pdf version of each report will be emailed at time of completion.

Additional Information

I have been a full-time real estate appraiser for more than 19 years, of which more than 17 years has been spent at BRKW Appraisals, Inc. At the beginning of 2007, I became a principal of the firm. During my years appraising real estate, I have valued many different types of properties, including undeveloped land parcels similar to the subject of this assignment. It appears likely that both parcels will have a concluded highest and best use for some level of multifamily/attached housing. I have appraised numerous properties of this type in my career and am well qualified to complete this assignment.

Attached for your review is a copy of my Professional Qualifications. For additional insight into our firm, please visit us at www.brkw.com.

Engagement

To engage our firm for this appraisal assignment, please return a signed copy of this letter.

Thank you, Mr. Link, for the opportunity to submit this proposal. Please contact me at 651-646-6114 or pgleason@brkw.com with any questions or comments you may have.

Sincerely,

BRKW APPRAISALS, INC.

Paul J. Gleason
Principal

attachments

I accept the terms and conditions of this proposal for appraisal services by BRKW Appraisals, Inc., pertaining to the properties referenced in this letter (Inverwood Golf Course Properties 1 and 2) dated August 30, 2011.

_____ _____

Signature Date

PROFESSIONAL MEMBERSHIPS AND ASSOCIATIONS

General Associate Member – The Appraisal Institute

To date, all required courses for Member of Appraisal Institute (MAI) designation have been taken and course examinations passed; Comprehensive Examination for MAI designation has been passed.

APPRAISER LICENSE

Certified General Real Property Appraiser – State of Minnesota – License #4003073

EDUCATION

University of Wisconsin at La Crosse, Wisconsin – 1985
Bachelor of Science Degree in Business Administration

PROFESSIONAL EXPERIENCE

Principal – BRKW Appraisals, Inc., St. Paul, MN, 2007-present

Staff Appraiser – BRKW Appraisals, Inc., St. Paul, MN, 1993-2006

Appraiser – Certified Appraisers, Excelsior, MN, 1993

Appraiser – Stiles Appraisals, Inc., Plymouth, MN, 1992-1993

Expert Witness Testimony – For real estate litigation in numerous condemnation commissioners' hearings, arbitration hearings and in District Court

Presenter/Speaker at Minnesota Department of Transportation's 2010 Right Of Way Professionals Workshop, Breezy Point, MN

Appraisal assignments have been completed for the following purposes:

Condemnation – Partial and total acquisitions, in fee title and in easement form

Property Damage Claims Litigation

Special Benefits Valuation

Mortgage Financing

General Valuation Needs – Purchase negotiations, listing prices, internal family or partnership transactions, estate planning/taxes, marriage dissolution, etc.

PROPERTY TYPES APPRAISED

Land – Commercial, industrial, residential acreage, agricultural, finished lots

Commercial Buildings – Office, industrial, retail, medical office, auto dealerships

Apartment Buildings/Complexes

1-4 Family Residential – Single-family home, townhome, condo, duplex, fourplex

PROFESSIONAL REAL ESTATE STUDIES

Appraisal Institute courses, including all required for MAI designation:

Course 110: Appraisal Principles (examination passed)
Course 120: Appraisal Procedures (examination passed)
Course 210: Residential Case Study
Course 310: Basic Income Capitalization
Course 410: National Uniform Standards of Professional Appraisal Practice
Course 420: Business Practices and Ethics
Course 510: Advanced Income Capitalization
Course 520: Highest and Best Use and Market Analysis
Course 530: Advanced Sales Comparison and Cost Approaches
Course 540: Report Writing and Valuation Analysis
Course 550: Advanced Applications

Numerous additional classes and seminars for appraisal pre-license and continuing education requirements, on an ongoing basis, from Appraisal Institute and other sources

CLIENTS INCLUDE

Cities of Apple Valley, Burnsville, Cottage Grove, Eagan, Maplewood, Oak Park Heights, Plymouth, Prior Lake, Robbinsdale, Savage, Woodbury

Dakota County Parks and Open Space

Eckberg, Lammers, Briggs, Wolff & Vierling, PLLP

Greene Espel PLLP

M&I Bank

Minnesota Bank & Trust

Minnesota Department of Transportation

Severson, Sheldon, Dougherty & Molenda, P.A.

Spire Federal Credit Union

And various other individuals, attorneys, communities and counties

Revised: February 2011

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
ABBY M. NOVAK

HAROLD LEVANDER
1910-1992

ARTHUR GILLEN
1919-2005

• ROGER C. MILLER
1924-2009

*ALSO ADMITTED IN WISCONSIN
✧ALSO ADMITTED IN NORTH DAKOTA
°ALSO ADMITTED IN MASSACHUSETTS
□ALSO ADMITTED IN OKLAHOMA

MEMO

TO: **Inver Grove Heights Mayor and Councilmembers**
FROM: **Timothy J. Kuntz, City Attorney**
DATE: **September 7, 2011**
RE: **Authorization to Engage Survey Services for the Old Town Hall Site Torrens Registration Proceeding – September 12, 2011 City Council Meeting**

Section 1. Background. The City's Old Town Hall Site was purchased pursuant to a Contract For Deed dated April 30, 1919 from the School Board of School District No. 7. Once the Contract For Deed was paid-off, the City never received a deed to the Site. It was later discovered that the School Board of School District No. 7 never had title to the property. The City, however, has been adversely possessing the property since 1919.

A current abstract of title indicates that various defunct and former railroad entities may have purported title interests in the City's Old Town Hall Site. Our office has contacted the engineering/survey firm of Loucks Associates to receive a proposal to assist with title research related to the various railroad parties of interest and to prepare an ALTA survey of the Site to support the City's Torrens Registration Proceeding. In addition, it is anticipated that the City will need to negotiate an overhead power line easement with NSP that encumbers part of the Site.

A copy of a Loucks Associates' proposal (dated May 19, 2011) to prepare an ALTA survey for $4000, prepare a legal description of the NSP power line easement area for about $1,000, and to assist with railroad title research for about $2,800 is attached for the Council's review. The engineering/survey firm of Loucks Associates was contacted since Loucks (formerly McLagan surveyors) has the most historic title and survey experience in the area of the Old Town Hall Site and the former Inver Grove Rail Yard.

Section 2. Council Action. The City staff and the City Attorney recommend that the Council approve the attached Resolution Authorizing the Engagement of Survey Services to Support the City's Torrens Registration Proceeding to Establish Title to the City's Old Town Hall Site.

633 SOUTH CONCORD STREET • SUITE 400 • SOUTH SAINT PAUL, MINNESOTA 55075 • 651-451-1831 • FAX 651-450-7384
OFFICE ALSO LOCATED IN SPOONER, WISCONSIN

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ENGAGEMENT OF SURVEY SERVICES TO SUPPORT THE CITY'S TORRENS REGISTRATION PROCEEDING TO ESTABLISH TITLE TO THE CITY'S OLD TOWN HALL SITE

WHEREAS, the City's Old Town Hall Site was purchased pursuant to a Contract For Deed dated April 30, 1919 from the School Board of School District No. 7. Once the Contract For Deed was paid-off, the City never received a deed to the Site. It was later discovered that the School Board of School District No. 7 never had title to the property. The City, however, has been adversely possessing the property since 1919.

WHEREAS, a current abstract of title indicates that various defunct and former railroad entities may have purported title interests in the City's Old Town Hall Site. The City Attorney's office has contacted the engineering/survey firm of Loucks Associates to receive a proposal to assist with title research related to the various railroad parties of interest and to prepare an ALTA survey of the Site to support the City's Torrens Registration Proceeding. In addition, it is anticipated that the City will need to negotiate an overhead power line easement with NSP that encumbers part of the Site.

WHEREAS, a copy of a Loucks Associates' proposal (dated May 19, 2011) to prepare an ALTA survey for $4000, prepare a legal description of the NSP power line easement area for about $1,000, and to assist with railroad title research for about $2,800 is attached. The engineering/survey firm of Loucks Associates was contacted since Loucks (formerly McLagan surveyors) has the most historical title and survey experience in the area of the Old Town Hall Site and the former Inver Grove Rail Yard.

NOW, THEREFORE, THE CITY OF INVER GROVE HEIGHTS DOES HEREBY RESOLVE AS FOLLOWS:

1. The City Council hereby authorizes the Mayor and Deputy City Clerk to execute the Loucks Associates' proposal/survey contract (dated May 19, 2011) on behalf of the City.

2. The City Council hereby authorizes the City staff and City Attorney to proceed with a Torrens Registration Proceeding of the City's Old Town Hall Site to establish the City's right and title to the Site.

Passed this 12th day of September, 2011.

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy City Clerk

L:\CLIENTS\810\81000\09039\DOCUMENTS\Resolution re engagement of surveyor Sept. 2, 2011.doc

LOUCKS ASSOCIATES

7200 Hemlock Lane
Suite 300
Maple Grove, MN 55369
763.424.5505 *main*
763.424.5822 *fax*
loucksassociates.com

May 19, 2011

Jay Karlovich
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
Phone: 651-451-1831 Fax: 651-450-7384
Email: jkarlovich@levander.com

RE: Surveying Services for the Old Inver Grove Town Hall
Inver Grove Heights, Minnesota
Loucks Associates Proposal No. P11 - 155

Dear Mr. Karlovich:

Thank you for your interest in a proposal for surveying services in connection with the title registration for the historic Inver Grove Heights Town Hall in Section 2, T.27N., R. 22W., in Inver Grove Heights, Dakota County, Minnesota. We understand that the nature of this project is an ALTA/ACSM Title Insurance Survey of the site and additional items relating to an Xcel Energy power line crossing the site and assistance with historic title and railroad documents. We have based this proposal on the materials you sent us on May 3, 2011 and subsequent phone conversations we've had over the past week.

Loucks Associates considers this document a contract for the work described below, and we will begin our work upon receipt of this signed document. Therefore, if there are any items that do not meet your needs, please let us know and we will make the necessary adjustments before we begin.

A. SCOPE OF SERVICES

We propose to provide the following surveying services:

ALTA Land Title Survey; Easement Services; and Historic Railroad Title Analysis.

1. ALTA/ACSM Land Title Survey

From a title insurance commitment provided to us by you, we will perform a survey that will meet the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land

Title Surveys, jointly established and adopted by ALTA and NSPS and includes Items 1 – 4, 6, 7(a), 8, 9, 10(a), and 11(b) of Table A thereof.

This survey will include, but will not be limited to, the following items:

a. Evidence of found and placed monuments;
b. Abutting rights of way and evidence of access to public ways;
c. Lines of possession and improvements along the boundary lines;
d. Location of visible buildings;
e. Portrayal of underground utilities on the site based upon a Gopher State One Call request, and mapping provided by utility operators.
f. Portrayal of utilities in adjoining streets from field locations and City and utility operator record as-built drawings.
g. Easements either observed or as evidenced by recorded documents cited in the title insurance commitment;

2. **Easement Preparation**

a. A detailed location of the Xcel Energy overhead transmission line crossing the site including towers, wires and crossarms.
b. Map the transmission line locations and an easement covering that line per width requirements that will be provided to us.
c. Draft a legal description for the proposed easement.

3. **Analysis of historic documents and railroad maps.**

a. Review the abstract provided to assist in solving matters related to the chain of title and railroad ownership.
b. Analyze historic railroad maps and our historic records.
c. Draft a report, or notes on a revision to the title survey, regarding the abstract, the "Inver Grove Yard" cited in the abstract; previous surveys or documents in our files; and railroad maps.

B. TIMING

We will commence our preparation and research into mapping and records upon your authorization to proceed. We anticipate completing the ALTA survey in 3 weeks. The timing for items 2 and 3 above depends upon the schedule of the attorneys, when other documents are provided to us and the nature of the review requested of us.

C. COMPENSATION

Compensation for those items described in the Scope of Services above will be for the following amount(s):

Activity	Fee
1. ALTA/ACSM Land Title Survey	$4000.00
2. Easement Preparation	$1000.00
3. Historic document & railroad analysis	$2800.00

NOTE: The cost of item 3 above is approximate and is likely to vary. At this time it is not known if further railroad documents will be found or other documents in the chain of tile will need to be reviewed that are not evident at this time.

a. Reimbursable expenses such as mileage and delivery service will be billed above and beyond the lump sum or unit prices quoted above.

b. Invoices will be sent once a month based on the percentage of work completed and/or additional services performed through the date of billing. Payments on invoices are due upon receipt. Account balances over 30 days will be charged a late charge of 1.0% per month.

D. CLOSURE

Only the services listed above in the Scope of Services are included in this proposal. If additional services are required, they shall be provided in accordance with the attached hourly rate fee schedule.

Loucks Associates appreciates the opportunity to present this proposal to you. It is either being provided via email, for you to sign and return via email, or it is being mailed in duplicate in order that, if acceptable to you, one copy can be kept for your records and one copy can be signed and returned to us as written authorization to proceed.

Attached to this proposal are Loucks Associates' General Conditions and Hourly Rate Fee Schedule, which are part of this agreement. By signing this contract, you are agreeing that they have been read, understood and accepted.

We would appreciate the opportunity to personally discuss this proposal/contract with you at your earliest convenience.

This proposal is valid for a period of 30 days from the date of this proposal.

Sincerely,
LOUCKS ASSOCIATES

Paul J. McGinley, P.L.S.
Vice President/Principal Surveyor

Authorization to Proceed:

By: _____ Date: _____

On Behalf Of: _____

Loucks Associates is an Equal Opportunity Employer.

LOUCKS ASSOCIATES

7200 Hemlock Lane
Suite 300
Maple Grove, MN 55369
763.424.5505 *main*
763.424.5822 *fax*
loucksassociates.com

HOURLY RATE FEE SCHEDULE
EFFECTIVE 01/01/2011

Services preformed on an hourly basis will be invoiced based on actual hours worked in accordance with the following itemized staffing descriptions.

Reimbursable external expenses including, but not limited to, subconsultants, duplication, messenger service, travel, postage and expendable field supplies will be billed to the client at the actual rate, plus 10%.

DISCIPLINE	JOB CLASSIFICATION	HOURLY RATE
PLANNING	PRINCIPAL PLANNER	137.00
	SENIOR PLANNER	115.00
	SENIOR SITE DESIGNER	105.00
LANDSCAPE ARCHITECTURE	PRINCIPAL LANDSCAPE ARCHITECT	115.00
	SENIOR LANDSCAPE ARCHITECT	105.00
	LANDSCAPE ARCHITECT	100.00
	SITE DESIGN TECHNICIAN	92.00
ENGINEERING	PRINCIPAL ENGINEER	140.00
	SENIOR PROJECT MANAGER/ENGINEER	126.00
	PROJECT ENGINEER	118.00
	ENGINEER IN TRAINING (EIT)	85.00
	SENIOR TECHNICIAN	89.00
	TECHNICIAN	84.00
	SENIOR CONSTRUCTION REPRESENTATIVE	90.00
	CONSTRUCTION REPRESENTATIVE	84.00
SURVEYING	PRINCIPAL SURVEYOR	140.00
	SENIOR SURVEYOR	120.00
	PROJECT SURVEYOR	108.00
	SENIOR SURVEY TECHNICIAN	88.00
	SURVEY TECHNICIAN	83.00
	SURVEY CREW CHIEF	88.00
	INSTRUMENT PERSON	73.00
	SURVEY CREW *	161.00
ENVIRONMENTAL	SENIOR PROJECT SCIENTIST	128.00
	PROJECT SCIENTIST	97.00
	ENVIRONMENTAL TECHNICIAN	85.00
ADMINISTRATION	ADMINISTRATION ASSISTANCE (CLERICAL)	62.00
	DELIVERY	45.00
	*PROJECT REQUIRING CERTIFIED HEALTH & SAFETY TRAINING: ADD PER EMPLOYEE	38.00

REIMBURSABLE EXPENSES		UNIT	RATE
	MILEAGE	per mile	0.66
	MYLAR FILM	each	10.00
	PLAN SIZE PHOTOCOPIES/BLUEPRINTS	each	2.50
	PHOTOCOPIES- Black & White (8 ½ x 11)	each	0.10
	PHOTOCOPIES- Color (8 ½ x 11)	each	0.75
	PHOTOCOPIES- Black & White (11 x 17)	each	0.15
	PHOTOCOPIES- Color (11 x 17)	each	1.30

LOUCKS
ASSOCIATES

GENERAL CONDITIONS

1.0 CLIENT RESPONSIBILITY

1.1. The CLIENT shall provide or make available all existing data that could possibly have a bearing on the decisions or recommendations made by Loucks Associates including:

1.1.1. The CLIENT shall provide a copy of an Abstract or Title commitment for the parcel within seven (7) days of agreement date.

1.1.2. The CLIENT shall provide a copy of all staff reports, meeting minutes and pertinent correspondence as they become available. This information shall be furnished as expeditiously as necessary for the orderly progress of Loucks Associates' services and of the work.

1.1.3. The CLIENT shall provide, as requested, information regarding requirements for the Project that shall set forth the CLIENT's design objectives, constraints and criteria, including building area, building types and site requirements.

1.1.4. The CLIENT shall examine the documents prepared by Loucks Associates and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of Loucks Associates' services.

1.1.5. The CLIENT shall furnish reports and professional recommendations and other services of soil engineers or other consultants when such services are deemed necessary by Loucks Associates. Consultants hired by the CLIENT shall carry liability, errors and omission and other pertinent insurance. The services may include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, etc.

1.1.6. Loucks Associates shall receive copies of all soil borings, compaction tests and reports.

1.2. If the CLIENT observes or otherwise becomes aware of any fault or defect in the Project or non conformance with the Construction Documents, prompt written notice thereof shall be given by the CLIENT to Loucks Associates.

1.3. The CLIENT shall provide for Loucks Associates' right to enter from time to time property owned by the CLIENT and/or others in order for Loucks Associates to fulfill the Scope of Services indicated herein. The CLIENT understands that use of equipment may unavoidably cause some damage, the correction of which is not part of this agreement.

2.0 PAYMENT TO LOUCKS ASSOCIATES

2.1. Invoices will be submitted to the CLIENT from time to time, generally monthly but no more frequently than every two weeks and shall be due and payable within thirty (30) calendar days of the invoice date.

2.2. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall so notify Loucks Associates in writing within thirty (30) calendar days of the invoice date, identify the cause of disagreement and pay when due that portion of the invoice, if any, not in dispute. The CLIENT forfeits his objection by failure to respond within thirty (30) days. Loucks Associates and CLIENT shall strive to resolve disputed amounts within 45 days. If the dispute cannot be resolved, either party has the right to suspend or terminate this agreement.

2.3. The CLIENT shall pay an additional carrying charge of one (1.0) percent of the invoice amount per month for any payment received by Loucks Associates more than thirty (30) calendar days from the date of the invoice, excepting any portions of the invoice amount in dispute and resolved in favor of the CLIENT.

2.3.1. Payment thereafter shall first be applied to the carrying charges and then to the principal unpaid amount.

2.3.2. Application of the additional carrying charge indicated above as a consequence of the CLIENT's late payments does not constitute any willingness on Loucks Associates' part to finance the CLIENT's operation, and no such willingness should be inferred.

2.4. Payment of invoices is in no case subject to unilateral discounting or setoffs by the CLIENT.

2.5. If the CLIENT fails to pay undisputed invoiced amounts within sixty (60) calendar days of the date of the invoice, Loucks Associates may at any time, without waiving any other claims against the CLIENT and without thereby incurring any liability to the CLIENT, suspend or terminate this agreement.

2.6. (a) **ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.**

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

2.7. In the event that litigation is required to collect undisputed invoiced amounts, Loucks Associates shall be reimbursed by the CLIENT for Loucks Associates' legal costs in addition to whatever other judgment or settlement sums, if any, may be due. Such legal costs shall include, but not be limited to, reasonable attorney's fees, court costs, expert witness fees and other documented expenses, as well as the value of time spent by Loucks Associates in researching the issues in question, discussing matters with attorneys and others, preparing for depositions, responding to interrogatories and so on. The value of time spent and the expenses incurred shall be based on Loucks Associates' prevailing fee schedule and expense reimbursement policy relative to the recovery of direct project costs. The same considerations apply to the prevailing party, either the CLIENT or Loucks Associates, when litigation or arbitration is needed to resolve properly noticed disputed invoiced amounts.

3.0 ADDITIONAL SERVICES AND/OR EXCLUDED SERVICES

3.1. Unless specifically included in the Scope of Services, the following services are not included in this agreement. They shall be provided if agreed to in writing by the CLIENT and Loucks Associates. In general, tasks not specified within the Scope of Services will be prepared in accordance with the prevailing hourly fee schedule.

3.2. Revisions to plans that are requested by the CLIENT, the CLIENT's architect or representative or required by the city, its consultants, watershed, county surveyor, DNR, Corps of Engineers, or other regulatory agency if it is not clearly demonstrated that the cause for change is an error or omission on Loucks Associates behalf.

3.3. The CLIENT shall also pay all Reimbursable Charges and other costs directly attributable to termination or suspension for which Loucks Associates is not otherwise compensated.

3.4. If the services covered by the Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of Loucks Associates, the amount of compensation shall be equitably adjusted using the prevailing hourly fee schedule.

3.5. If the CLIENT requests a task be completed in a time frame which requires Loucks Associates employees to work beyond 8 hours per working day (Monday through Friday), and it is solely based on the CLIENT's request and not Loucks Associates integral workload, Loucks Associates may negotiate additional compensation for fast tracking a specific task.

3.6. In that it would be unfair for Loucks Associates to be exposed to liability for his or her failure to perform a service the CLIENT has instructed Loucks Associates not to perform, due to the CLIENT's preference or desire to obtain such service from another source, the CLIENT hereby waives any claim against LOUCKS ASSOCIATES and agrees to defend, indemnify and hold LOUCKS ASSOCIATES harmless from any claim or liability for injury or loss allegedly arising from Loucks Associates' failure to perform a service the CLIENT has instructed Loucks Associates to not perform. The CLIENT further agrees to compensate Loucks Associates for any time spent or expenses incurred by Loucks Associates in defense of any such claim, in accordance with Loucks Associates' prevailing fee schedule and expense reimbursement policy.

3.7. The CLIENT has relied on Loucks Associates' judgment in establishing the work scope and fee for this project, given the project's nature and risks. The CLIENT shall therefore rely on Loucks Associates' judgment as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to Loucks Associates. Should Loucks Associates call for contract re negotiation, Loucks Associates shall identify the changed conditions which in Loucks Associates' judgment makes such re negotiation necessary, and Loucks Associates and the CLIENT shall promptly and in good faith enter into re negotiation of this agreement to help permit Loucks Associates to continue to meet the CLIENT's needs. If re negotiated terms cannot be agreed to, the CLIENT agrees that Loucks Associates has an absolute right to terminate this AGREEMENT.

4.0 REIMBURSABLE EXPENSES

4.1. In addition to the Compensation for Basic and Additional Services, the following Reimbursable Charges are due to Loucks Associates from the CLIENT, for reasonable charges incurred or established by Loucks Associates in the interest of the Project:

4.2. Transportation in connection with the Project, out-of-town travel, long-distance communications, blueprints, reproductions, copies, deliveries performed by Loucks Associates or outside delivery services, and fees paid for securing approval by authorities having jurisdiction over the Project.

4.3. The plat check fee and the cost of the plat mylars are reimbursable expenses to be paid by the CLIENT.

5.0 OPINION OF PROBABLE CONSTRUCTION COSTS

5.1. If contained in the Scope of Services or if requested as an additional service, Loucks Associates shall submit to the CLIENT an opinion of the probable cost required to construct work recommended, designed, or specified by Loucks Associates. Loucks Associates is not a construction cost estimator or construction contractor, nor should Loucks Associates' rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service that a construction cost estimator or construction contractor would provide. Loucks Associates' opinion will be based solely upon his or her own experience with construction. This requires Loucks Associates to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professions engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the CONTRACTOR will employ; CONTRACTOR's techniques in determining prices and market conditions at the time, and other factors over which Loucks Associates has no control. Given the assumptions that must be made, Loucks Associates cannot guarantee the accuracy of his or her opinions of cost, and – in recognition of that fact – the CLIENT waives any claim against Loucks Associates relative to the accuracy of Loucks Associates' opinion of probable construction cost.

6.0 CONSTRUCTION MANAGEMENT, OBSERVATION ANTI TESTING

6.1. Loucks Associates shall render Construction Document interpretations necessary for the property execution or progress of those portions of the Work designed by Loucks Associates with reasonable promptness.

6.2. Loucks Associates will provide periodic observation of grading, utility and street construction activities as specified in under the SCOPE OF SERVICES.

6.3. Loucks Associates will verify field measured quantities for payment to the construction contractor as specified under the SCOPE OF SERVICES.

7.0 SHOP DRAWING REVIEW

7.1. Loucks Associates shall timely review and take appropriate action upon the construction contractor's submittals of Shop Drawings, Products Data and Samples. Such action shall be taken with reasonable promptness to insure job progress. Loucks Associates' review of a specific item shall not pass design responsibility for that item to Loucks Associates when the design aspects are the responsibility of other designers. Instead this review would be to verity conformance of that specific item as a component within an entire assembly.

8.0 CONSTRUCTION STAKING

8.1. Loucks Associates shall be notified at least two (2) working days prior to the time that the construction stakes are required. No additional compensation shall be allowed for any claims of crews being held up because of lack of line and grade stakes. If Loucks Associates survey crew arrives at the site to perform construction staking at a specified date and time as requested, but the scheduled work cannot be performed due to circumstances beyond Loucks Associates control, the waiting and/or travel time will be considered additional services.

8.2. After any part of the staking has been completed, the CLIENT and/or contractor shall be responsible for the proper execution of the work such lines and grades and all stakes or other marks given shall be protected and preserved until the work is completed and checked. Restaking shall be considered as an additional service, less it is to correct an error in the original staking.

8.3. The CLIENT and/or contractor shall assist Loucks Associates in staking utility lines by exposing potentially conflicting utility lines for determination of line elevation and location.

8.4. If Loucks Associates is not retained to perform construction observation, the client or his representative shall review the construction staking and/or cut sheets for general conformity to the plans and immediately report any obvious discrepancies to Loucks Associates. If work is performed after knowing a possible staking error exists, it will be at the sole responsibility of the CLIENT or Contractor.

8.5. The cost of resetting lost irons will be invoiced to the CLIENT at Loucks Associates' standard hourly rates.

8.6. Loucks Associates shall be held harmless by the CLIENT for any losses resulting from houses that are staked by other surveyors prior to installation of lot corners.

9.0 JOB SAFETY

9.1. Insofar as job site safety is concerned, Loucks Associates is responsible for his or her own and his or her employee's activities on the jobsite, but this shall not be construed to relieve the CLIENT or any construction contractors from their responsibilities for maintaining a safe job site. Neither the professional activities of Loucks Associates nor the presence of Loucks Associates or his or her employees and subcontractors, shall be construed to imply Loucks Associates has any responsibility for methods of work performance, superintendent, sequencing of construction, or safety in, on or about the job site. The CLIENT agrees that the Construction Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's agreement with the Construction Contractor. The CLIENT also warrants that Loucks Associates shall be made an additional insured under the Construction Contractor's general liability insurance policy.

10.0 RECORD DRAWINGS

10.1. Upon completion of the work, Loucks Associates shall compile for and deliver to the CLIENT, a complete set of record documents using information furnished to Loucks Associates by the construction contractor and as measured by the field representatives. This set of documents shall consist of the original plan sheets altered by striking our original elevation or distance and writing the record information.

10.2. In that the record drawings are based partially on information provided by others, Loucks Associates cannot and does not warrant their accuracy beyond that which Loucks Associates is directly responsible.

10.3. A reproducible set of the record drawings will be provided for the City's use and the originals retained in Loucks Associates files for future use.

11.0 STANDARD OF PRACTICE

11.1. Services performed by Loucks Associates under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report opinion, document or otherwise.

12.0 TERMINATION OF AGREEMENT AND/OR SUSPENSION OF WORK

12.1. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

12.2. This Agreement may be terminated by the CLIENT upon at least seven days written notice to Loucks Associates in the event that the project is permanently abandoned.

12.3. The CLIENT may instruct Loucks Associates to temporarily stop work on the project by giving written notice.

12.4. The CLIENT shall pay all costs associated with the suspension or termination of work, including demobilization, modifying schedules, reassigning personnel, etc.

13.0 MISCELLANEOUS PROVISIONS

13.1. This Agreement shall be governed by Minnesota Law.

13.2. The CLIENT and Loucks Associates waive all rights against each other and against Loucks Associates', agents and employees of the other for damages during construction covered by any property insurance. The CLIENT and Loucks Associates each shall require appropriate similar waivers from their contractors, consultants and agents. Where any property insurance policy requires an endorsement to permit waiver of subrogation, the CLIENT shall obtain such endorsement.

13.3. Loucks Associates shall remain the owners of all plans, designs and papers related to the above referenced project. In the event of any nonpayment of invoices, Loucks Associates shall be under no obligation to deliver any such plans, designs or other papers to you, and shall have no liability to you for its retention of such plans unless full and prompt payment is made.

14.0 INDEMNIFICATION

14.1. The CLIENT shall indemnify and hold harmless Loucks Associates, his agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (even to the Work itself) including loss of use or resulting therefrom, and (b) is caused in whole or in part by a negligent act or omission of the CLIENT, anyone directly or indirectly employed by him, or anyone for whose acts he may be liable. Such obligation shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

15.0 ASSIGNMENT

15.1. The CLIENT and Loucks Associates, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the CLIENT nor Loucks Associates shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

16.0 EXTENT OF AGREEMENT

16.1. This Agreement comprises a final and complete repository of understanding between the CLIENT and Loucks Associates. It supersedes all prior or contemporaneous communications representations or agreements whether oral or written, relating to the subject matter of this agreement. Each party has advised the other to read this document thoroughly before accepting it, to help assure it accurately conveys meaning and intents. Acceptance of this agreement as provided for below signifies that each party has read the documents thoroughly and has had any questions or concerns completely explained by independent counsel and is satisfied. The CLIENT and CONSULTANT agree that modifications to this Agreement shall not be binding unless made in writing and signed by an authorized representative of each party.

16.2. Any notice given hereunder shall be deemed served when hand-delivered in writing to an officer or other duly appointed representative of the party to whom the notice is directed, or if sent be registered or certified mail to the business address identified at the end of this agreement.

17.0 AFFIRMATIVE ACTION

17.1. Loucks Associates certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.074.

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Consider Approval of Concession Agreement with Inver Grove Heights Youth Hockey

Meeting Date:	September 12, 2011		**Fiscal/FTE Impact:**
Item Type:	Consent Agenda	X	None
Contact:	Eric Carlson – 651.450.2587		Amount included in current budget
Prepared by:	Eric Carlson		Budget amendment requested
Reviewed by:	Eric Carlson – Parks & Recreation		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED

Authorize execution of an agreement between the City of Inver Grove Heights and the Inver Grove Youth Hockey Association (IGHHA) to operate the concession stand located in the VMCC.

SUMMARY

It is recommended that the IGHHA operate the VMCC concession stand under the terms of the attached agreement. Highlights of the terms include:

- IGHHA takes on all responsibilities of administering the concession operation
- IGHHA staffs the concessions stand
- IGHHA orders and pays for all supplies
- IGHHA responsible for repairs of equipment with the exception of the mechanical, HVAC, plumbing, and electrical systems
- IGHHA will pay the City $800 per month and 12% of gross revenues (November-March)
- The length of the agreement is from September 1, 2011 – April 30, 2012

Allowing the IGHHA to operate the concession stand provides an opportunity for the association to earn some revenue that will help the IGHHA to make hockey a little more affordable for people in the community. It is in the city's best interest to have the IGHHA continue to be a viable association for the long term success of the VMCC.

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Meeting Date: September 12, 2011
Item Type: Consent Agenda
Contact:
Prepared by: Joe Lynch, City Administrator
Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED
Council is asked to approve the enclosed separation agreement with the Finance Director.

SUMMARY
Council is aware that the City has been moving in a direction to make change to our processes, systems and personnel in order to make us more efficient, effective and to bring costs down for the operation of the City. Toward that end, I have been asking our Department Heads to make adjustments to their operations, including such things as technology, diagnostic tools and equipment or vehicles that will save time. This has meant a lot of change in a short period of time for some Departments. In Finance we have gone forward with a major software upgrade that includes all of our financial transactions and will conclude with the return to the remodeled City Hall. We purchased a financial tool designed to help us look out five or more years and project and combine all of our expenditures, our capital improvements plan, and debt service and to do planning based on different assumptions. We also moved into temporary space and plan to move back to the new City Hall in a different configuration. We also made several changes designed to assist employees, as well as customers, make purchases and payments through credit cards. Because of all of this change and heading in a different direction, a mutual decision has been reached between the City and the Finance Director to separate. The City will be able to move forward with our plan and this enables the employee to seek employment in a similar position or field. As noted, both the employee and the City have the ability to void the agreement within a specified period of time should something arise that leads either party to believe it is not in the best interest to proceed with this separation.
Funding for this agreement will come from the remaining portion of the budgeted position in 2011 and the Contingency Fund. I will be meeting with the Finance Department over the next several weeks to gain input on a direction to proceed and will return with a plan to Council on what to do next with this position and the structure for the future.

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

APPOINT CVB BOARD MEMBER

Meeting Date:	September 12, 2011		**Fiscal/FTE Impact:**
Item Type:	Consent	x	None
Contact:	Jteppen, Asst City Admin		Amount included in current budget
Prepared by:			Budget amendment requested
Reviewed by:			FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED Consider an appointment to the Convention and Visitors Bureau Board.

SUMMARY The resolution establishing the Inver Grove Heights Convention and Visitors Bureau Board states that Board members shall be appointed by majority vote of the City Council. The composition of the Board is:

- 3 persons from the major hotels and motels within the City;
- 1 person as a City representative;
- 1 person nominated by the River Heights Chamber of Commerce; and
- 2 persons from the business community within the City.

The General Manager at the Country Inn and Suites has taken a position with another hotel, and the new General Manager is Lisa Loidolt.

RECOMMENDATIONS
Staff recommends that the City Council appoint Lisa Loidolt to the Convention and Visitors Bureau.

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

PERSONNEL ACTIONS

Meeting Date:	September 12, 2011		**Fiscal/FTE Impact:**
Item Type:	Consent		None
Contact:	Jenelle Teppen, Asst. City Admin	X	Amount included in current budget
Prepared by:	Amy Brinkman, H.R. Coordinator		Budget amendment requested
Reviewed by:	n/a		FTE included in current complement
			New FTE requested – N/A
			Other

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

Please confirm the seasonal/temporary employment of: Trevor Schauls, Holly Kowalski, Jennifer Smidl, Ashley Hoeft, Richard Mraz, Taylor Grywaca, Joe Fox, Benjamin, David Fox, Jennifer Schroeder, Tara Evangelist, Dan Grzywaca, Christian Goettsch.

Please confirm the separation of employment of: Scott Nitti, Streets Maintenance Worker.

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

APPROVE AGREEMENT WITH FLUID INTERIORS, INC FOR MOVING SERVICES

Meeting Date:	September 12, 2011		**Fiscal/FTE Impact:**
Item Type:	Consent		None
Contact:	JTeppen, Asst City Admin		Amount included in current budget
Prepared by:			Budget amendment requested
Reviewed by:			FTE included in current complement
			New FTE requested – N/A
		x	Other

PURPOSE/ACTION REQUESTED Approve agreement with Fluid Interior, Inc for moving services related to the completion of City Hall.

SUMMARY An RFP was posted for Relocation Services for the purpose of moving contents and some furnishings to City Hall upon its completion.

Three firms provided a proposal and they vary from a high of $4,122 to a low of $3,216. Fluid Interiors, as Council will recall is contracted to provide the systems furniture and provided relocation services during phase one, moving us from City Hall to the Public Safety Addition. Fluid submitted a proposal for relocation services for $4,122.

With the difference between Fluid's proposal at $4,122 and the lowest at $3,216 (a $906 difference) staff recommends approval of the proposal Fluid for relocation services. The slight difference we feel will be made up with a more cohesive team effort and communication between furniture installation and moving. We also had a very positive experience with Fluid from the Phase One move and have greater confidence in their abilities and understanding of the project.

Fluid Interiors also has a signed Project Labor Agreement for the systems furniture which will carry over to this piece of the project.

The budget was prepared with $100,000 estimated for moving expenses and $78,000 remains in that line. The funds for this do not come out of the construction contract (the bonds). The funds come from the internal sources the Council previously discussed; the MIS Fund, the City Facilities Fund, the Water and Sewer Funds, the Closed Bond Fund and the Host Community Fund.

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

DALE NELSON – Case No. 11-23V

Meeting Date:	September 12, 2011		**Fiscal/FTE Impact:**
Item Type:	Regular	X	None
Contact:	Heather Botten 651.450.2569		Amount included in current budget
Prepared by:	Heather Botten, Associate Planner		Budget amendment requested
Reviewed by:	Planning		FTE included in current complement
			Other

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to a **Variance** to allow an accessory structure 12 feet from the rear property line whereas 50 feet is the required setback for the property located at 9860 Rich Valley Boulevard.

- Requires a 3/5th's vote.
- 60-day deadline: October 4, 2011 (first 60-days)

SUMMARY

The applicants property is about 2.4 acres in size and zoned Agricultural. The applicant would like to construct an accessory building 12 feet from the rear yard property line whereas 50 feet is the required setback. The proposed building would be 26'x26' (676 square feet) in size.

The City Council may grant variances 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 zoning ordinance.

In respect to the land use, size of the proposed structure and number of accessory buildings on the property the request is in harmony with the intent of the city code. The Zoning Code has greater setbacks in the Agricultural district to provide a buffer between structures, promote rural and agricultural uses of property and minimize any potential impacts on neighboring properties. Allowing a 38 foot variance could set a precedent for other rural lots in the City. There is a depression in the front of the property (along the west side) that does provide some physical constraints. However, the land near the home is relatively flat and an accessory building could be constructed on the property meeting setback requirements

Planning Staff: While some of the variance criteria has been met, staff believes the 38' variance request is a significant request and the applicant did not identify practical difficulties to comply with the ordinance as the accessory building could be constructed on the property meeting setback requirements. Based on the information provided staff recommends denial of setback variance with the findings listed in the attached resolution.

Planning Commission: At the September 6, 2011 public hearing, the Planning Commission also recommended denial of the request (8-0).

Attachments: Variance Resolution
Planning Commission Recommendation
Planning Staff Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION DENYING A VARIANCE TO ALLOW AN ACCESSORY BUILDING 12 FEET FROM THE REAR PROPERY LINE

CASE NO. 11-23V
(Dale Nelson)

Property located at 9860 Rich Valley Boulevard and legally described as follows:

That part of the North 230 feet of the South 850 feet of the S ½ of the SW ½ of Section 20, Township 27, Range 22, lying West of the East 60 feet of the Said S ½ of the SW ½ and lying Easterly of the center line of SAR No. 71, also known as Rich Valley Boulevard, subject to the rights of the public in SAR No. 71 and subject to easement of record, Dakota County, Minnesota

WHEREAS, an application has been received for a Variance to allow an accessory building to be located 12 feet from the rear property line whereas 50 feet is the required setback;

WHEREAS, the afore described property is zoned A, Agricultural;

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 September 6, 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 facts presented did not satisfy the criteria needed to show a practical difficulty on the lot to support granting a variance. The lot is 2.4 acres in size and there is space on the property to construct the accessory building meeting setback requirements.

b. 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.

c. Approval of the variance could set a precedent for setbacks in the agricultural and rural areas.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a 12 foot setback from the rear property line for an accessory building 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 12th day of September, 2011.

_____
George Tourville, Mayor

Ayes:
Nays:

ATTEST:

_____
Melissa Rheaume, Deputy Clerk

RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: September 6, 2011

SUBJECT: **DALE NELSON – CASE NO. 11-23V**

Reading of Notice
Commissioner Hark read the public hearing notice to consider the request for a variance to allow an accessory building 12 feet from the rear property line whereas 50 feet is required, for the property located at 9860 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 subject property is zoned Agricultural and is 2.4 acres in size. The applicant would like to construct a 26' x 26' accessory building 12 feet from the rear property line whereas a 50 foot setback is required. While some of the criteria have been met, staff believes that denial for the request would not preclude the applicant from reasonable use of the property, approval of the request would set a precedent, and staff believes there are no practical difficulties in complying with setback requirements. Therefore they recommend denial of the request. Ms. Botten advised that staff received an email from the neighboring property owner to the south that was in support of the request.

Commissioner Simon asked if there was a height restriction on an accessory building.

Ms. Botten replied in the affirmative, stating the maximum height was 25 feet.

Opening of Public Hearing
Dale Nelson. 9860 Rich Valley Boulevard, stated he would like to build the accessory building in the requested location because other areas of his property were either topographically unsuitable, prone to flooding, would require mature tree removal, would require additional impervious surface and relocation of an existing deep water spigot, or were not in close proximity to power. Mr. Nelson displayed a revised site plan, stating that after further review he would be willing to compromise by constructing the building 25 feet from the property line rather than 12.

Chair Bartholomew asked for clarification of the distance from the gate to the property line.

Mr. Nelson advised that the center of the gate was approximately 50 feet from the property line. He added that the proposed location would allow ample room for snow removal and continued access.

Chair Bartholomew asked for details regarding the existing water spigot.

Mr. Nelson replied that the water spigot was associated with a variance that was granted for this property for a greenhouse operation many years ago. He stated it would require considerable

excavation to remove it.

Chair Bartholomew suggested moving the proposed building south and west and constructing the accessory building with the corner abutting the existing spigot.

Mr. Nelson stated that would limit his access to the yard during the winter due to snow build up.

Chair Bartholomew asked if the applicant considered lining the proposed building up with the existing garage.

Mr. Nelson replied that he ruled that out because it would severely limit his access to the driveway in the winter.

Chair Bartholomew asked how far the existing garage was set back, to which Mr. Nelson replied approximately 80 feet.

Chair Bartholomew stated it appeared as if there was room to construct the proposed building at the required setback by moving it westward.

Mr. Nelson replied that the topography in that area was sloped, they would lose two mature apple trees, and it would require additional costly impervious surface.

Commissioner Hark questioned why the proposed building could not be built at required setbacks by moving it south and west.

Mr. Nelson replied that the land was sloped in that area and that moving it to the suggested location would result in the building being too close to the existing well and would require removal of two apple trees.

Commissioner Lissarrague asked where the neighbor's home to the east was located.

Mr. Nelson replied that it was located on the southeast corner of their property and that the proposed building would not be visible from the neighbor's home.

Planning Commission Discussion

Commissioner Wippermann asked if the property directly to the east could potentially be subdivided.

Ms. Botten replied that while she did not know the exact lot size of the property to the east, she did not believe it could be subdivided as it appeared to be less than ten acres in size.

Commissioner Lissarrague stated he was concerned about the precedent this would set.

Chair Bartholomew stated it would be hard for him to support the request without a practical difficulty.

Mr. Nelson added that there were existing drainfields in the front yard in addition to much of his property being prone to flooding.

Commissioner Hark advised that he did not support the request as presented, stating it was too close to the property line regardless of the location of the neighbor's home, it would set a negative precedent, and he felt there was enough room on the lot to make it work.

Chair Bartholomew suggested the applicant be prepared to present the City Council with alternate locations for the proposed building which would reduce the requested variance.

Planning Commission Recommendation

Motion by Commissioner Wippermann, second by Commissioner Simon, to deny the request for a variance to allow an accessory building 12 feet from the rear property line whereas 50 feet is required, for the property located at 9860 Rich Valley Boulevard, based on the three reasons listed in Alternative B in the staff report. .

Motion carried (8/0). This item goes to the City Council on September 12, 2011.

PLANNING REPORT
CITY OF INVER GROVE HEIGHTS

REPORT DATE: September 1, 2011 **CASE NO.:** 11-23V

HEARING DATE: September 6, 2011

APPLICANT AND PROPERTY OWNER: Dale Nelson

REQUEST: A variance from the rear yard setback requirements

LOCATION: 9860 Rich Valley Boulevard

COMP PLAN: RDR, Rural Density Residential

ZONING: A, Agricultural

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

BACKGROUND

The applicant would like to construct an accessory building on the 2.4 acre property 12 feet from the rear yard property line whereas 50 feet is the required setback. The proposed building would be 26'x26' (676 square feet) in size. The accessory building would be in compliance with other setback and size requirements. The property is screened with trees and has low land close to Rich Valley Boulevard.

In 1998, the property owners at the time requested two variances for two accessory buildings to be located on this property. At that time, staff recommended approval of one variance for an accessory building to be located 40 feet from the property line and denial of the other variance for a second accessory building to be located 13 feet from the property line. City Council approved both variance requests. The accessory buildings (greenhouses) have been removed for a number of years and have lost any grandfathering rights.

SPECIFIC REQUEST

The following specific application is being requested:

1) A variance from the rear yard setback to construct a 676 square foot structure 12 feet from the property line whereas 50 feet is required.

SURROUNDING USES: The subject site is surrounded by the following uses:

North - Single Family Residential; zoned A; guided Rural Density Residential
South - Single Family Residential; zoned A; guided Rural Density Residential

West – Single Family Residential; zoned E-1, Estate Residential; guided Rural Density Residential
East - Single Family Residential; zoned A; guided Rural Density Residential

EVALUATION OF REQUEST:

City Code Title 10, Chapter 3. **Variances**, states that the City Council may grant variances 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 variances, 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 City Code has greater setbacks in the rural areas to provide a buffer between structures, promoting rural and agricultural uses of property and minimizing any potential impacts on neighboring properties. Allowing a 38 foot variance could set a precedent for other rural lots in the City. In respect to the land use, size of the proposed structure and number of accessory buildings on the property the request is in harmony with the intent of the city code and comprehensive plan.

2. *The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.*

The request for an accessory building and the size of the building are allowed by the zoning ordinance. The Council's aim for larger setbacks and separation of structures would not be met with the approval of this variance. With this in mind, granting the variance may establish a precedence that is contrary to the Zoning Code. There are alternative locations on the property that could meet the setback requirements.

3. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.*

The property is 2.4 acres in size. There is a depression in the front of the property (along the west side) that does provide some physical constraints. However, the land near the home is relatively flat and an accessory building could be constructed on the property meeting setback requirements or the structure could be constructed closer to the home minimizing the size of the variance request.

4. *The variance will not alter the essential character of the locality.*

The setback standards are not precluding the homeowner from reasonable use of the property. This variance may be considered a convenience to the applicant, not a practical difficulty. The closest structure to the proposed building would be over 275 feet away. Other structures in the area appear to meet setback requirements.

5. *Economic considerations alone do not constitute an undue hardship.*

Economic considerations do not appear to be a basis for this request.

ALTERNATIVES

The Planning Commission has the following alternatives available for the requested action:

A. Approval If the Planning Commission finds the setback variance to be acceptable, the Commission should recommend approval of the request with at least the following conditions:

1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.
2. The accessory structures shall not be used for commercial uses or storage related to a commercial use.
3. A grading/erosion control plan will be required at the time of the building permit application.

B. Denial If the Planning Commission does not favor the proposed request, it should be recommended for denial, which could be based on the following rationale:

1. Denying the variance requests does not preclude the applicant from reasonable use of the property.
2. Approval of the variance could set a precedent for setbacks in the agricultural and rural areas.
3. Staff does not believe there are practical difficulties in complying with the official control as the lot is 2.4 acres in size and there is room on the property to construct the accessory building meeting setback requirements.

RECOMMENDATION

Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the zoning ordinance. "Practical difficulties," as used in connection with the granting of a variance, means that the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance; the plight of the landowner is due to circumstances unique to the property not created by the landowner; and the variance, if granted, will not alter the essential character of the locality.

While some of this criteria has been met, staff believes the 38′ variance request is a significant request and the applicant did not identify practical difficulties to comply with the ordinance as the accessory building could be constructed on the property meeting setback requirements. For the reasons listed in alternative B staff is recommending denial of the proposed request.

Attachments: Exhibit A – Location/Zoning Map
Exhibit B – Applicant Narrative
Exhibit C – Site & Building Plans

Location Map
9860 Rich Valley Blvd

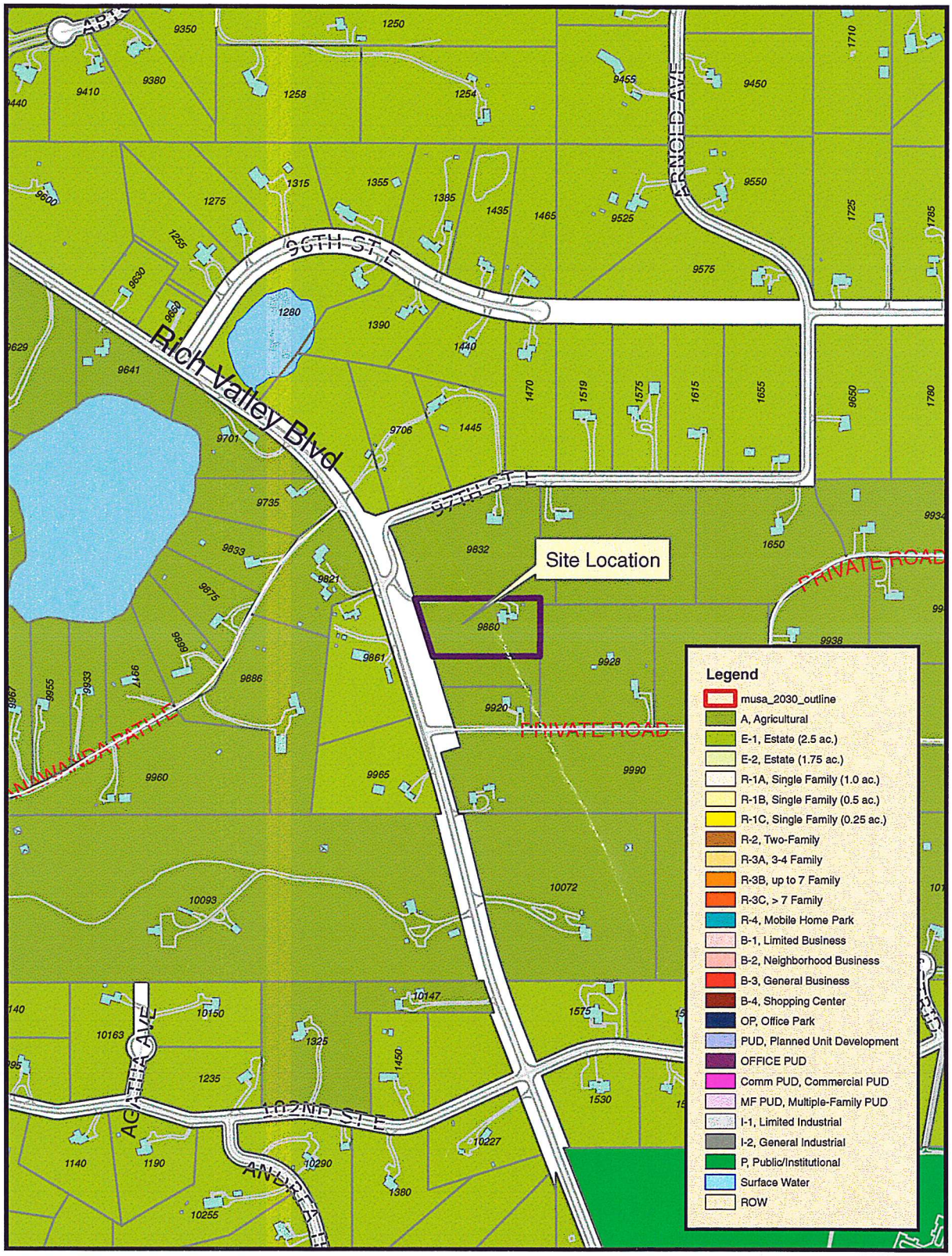

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Exhibit A
Zoning Map

Variance Request
9860 Rich Valley Blvd
Inver Grove Heights, MN 55077

Variance Description:
A variance is being requested to construct a wood framed garage with concrete slab with the dimensions of 26Ft X 26Ft. with a 2ft concrete apron setback 12Ft from the east (rear) property boundary. The local code for rear setback is 50Ft. All other setbacks meet the code requirements.

Discussion of Site Selection:

The site selected for a garage is based on the following considerations:

- Use of existing driveway with minimal additional impervious surfaces.
- Minimal excavation.
- Site selected was previously a greenhouse operation and is level with existing compacted class 5 gravel.
- No removal of mature trees.
- Use of existing fence gate with no modifications.
- Proximity to electrical power.
- Proximity to house.
- Snow removal and snow storage to insure continued access to property.
- Site selected is currently unusable land and will not disrupt access to the back yard.
- The site selected does not restrict light or air from adjacent properties.
- The existing house and garage are setback to the rear of the property, which does not allow room for a rear setback of 50Ft.
- A 12ft rear setback allows 3 red pine trees to remain on the fence line to the rear of the garage.

Practical difficulty's of building sites with required 50Ft setback:
Front of house (west):
The front of the house has a yard extending approximately 75Ft and has several mature trees as well as a septic system and drain field. Beyond the yard to the west is a grass field and vegetable gardens, this area has a low (~883Ft) elevation and is prone to flooding. This area was rejected for these reasons.

Attachment to existing garage:
Attachment to the existing attached 3 car garage was considered and rejected due to technical difficulty's of attaching to the existing garage. Attaching to the existing garage would also require excavation and removal of an in ground watering spigot which was installed by a previous owner. Attaching to the existing garage would adversely affect the aesthetics of the property.

Conclusion:
The building site selected is optimal due to physical surroundings such as the existing location of the house, driveway, fence gate and mature trees. The selected site is in keeping with the spirit and intent of the City Code and will not adversely effect the aesthetics of the owners or neighbors property.

Dale Nelson
9860 Rich Valley Blvd
Inver Grove Heights, MN 55077

SCALE .015" = 1 FT

VARIANCE CASE# 11-23V REVISION 02 08/23/2011

LEGAL DESCRIPTION: Provided by Client

County of Dakota, State of Minnesota

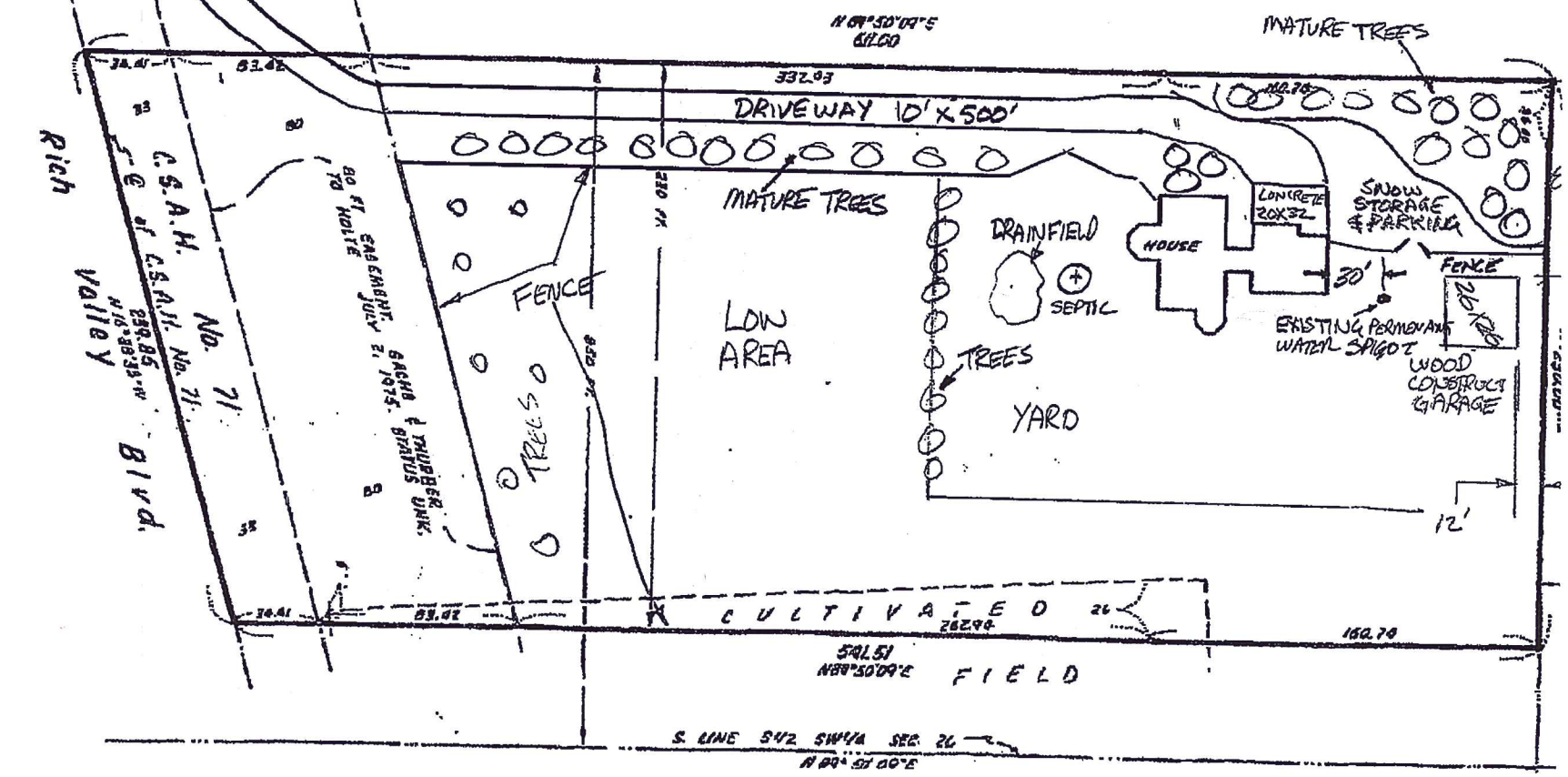
That part of the North 230 feet of the South 850 feet of the S½ of the SW¼ of Section 20, Township 27, Range 22, lying West of the East 60 feet of the Said S½ of the SW¼ and lying Easterly of the center line of SAR No. 71, also known as Rich Valley Boulevard, subject to the rights of the public in SAR No. 71 and subject to easement of record.

Note: There have been various roadway easements across this property paralleling and abutting the county road. A title search would be needed to determine what easements exist.

DALE NELSON
9860 RICH VALLEY BLVD
IGH, MN 55077

○ Indicates iron set, marked with Registration No. 16099.

• Indicates iron found.



September 5, 2011

City of Inver Grove Heights – Planning Department
8150 Barbara Avenue
Inver Grove Heights, MN 55076

RE: Request for Variance, Dale Nelson – Case No. 11-23V, PID: 20-02000-57-022

Dear Ms. Botten

Our property, located at 9920 Rich Valley Blvd, is the south bordering property of 9860 Rich Valley Blvd. In reference to the application for the variance to allow an accessory building 12 feet from the property line whereas 50 feet is the required setback in the A Zoning district:

We, Matt and Marnie Prochniak, support the variance request and location proposed for the accessory building.

Sincerely,

Matt & Marnie Prochniak

Matt and Marnie Prochniak
9920 Rich Valley Blvd.
Inver Grove Heights, MN 55077
651/453-0698
m.prochniak@comcast.net

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CITY OF INVER GROVE HEIGHTS

Meeting Date:	September 12, 2011		**Fiscal/FTE Impact:**
Item Type:	Regular Agenda	X	None
Contact:	Allan Hunting 651.450.2554		Amount included in current budget
Prepared by:	Allan Hunting, City Planner		Budget amendment requested
Reviewed by:			FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED

Consider the First Reading of an **Ordinance Amendment** to Chapter 10 of the City Code (Zoning Code) relating to updates to the Floodplain Management District and adoption of the new FEMA Floodplain Maps.

- Requires 3/5th's vote.

SUMMARY

All the cities within Dakota County are required to adopt the new Federal Emergency Management Agency (FEMA) floodplain maps by December 2, 2011. The current maps for Inver Grove Heights are dated August 1, 1980. FEMA is updating the maps as part of nationwide 5-year map modernization effort. New flood data and topographic data were used to draw the new boundaries of the floodplain. The maps are important as they are used as part of the Flood Insurance program and the maps are used to determine location of the floodplain. There is a federal requirement is that flood insurance is mandatory if the insurable structure is in the one of the high risk flood zones. Local government participation is also mandatory for homeowners to be able to acquire the flood insurance.

Beginning in early 2008, FEMA began distributing draft maps to the communities. FEMA and the DNR held an open house for the public on September 24, 2008 to look at the proposed maps. FEMA then published a formal notice for the modifications in the base flood elevations in the St. Paul Pioneer Press two times on November 17 and 24, 2008. A 90 day comment review period followed. Staff did not receive any comments from residents during this review period.

The review process was halted by FEMA in June of last year due to an error in notification for an area in Dakota County. The notification error was not in Inver Grove Heights. The process was restarted on June 2, 2011.

FEMA has now prepared final draft maps for local governments to approve which are part of the ordinance amendment. Revised floodplain regulations are also required to be adopted. The City must adopt the new maps and floodplain ordinance changes before December 2, 2011 in order to continue uninterrupted coverage in the flood insurance program.

ANALYSIS

The boundary of the floodplain have stayed very similar to the 1980 map. In some areas of the Concord neighborhood, the boundary actually shrunk and moved closer to the river.

The proposed ordinance language has been reviewed by the DNR and they have granted conditional approval pending final city adoption. The changes and added language are required by FEMA and the DNR in order for the city to remain eligible for the flood insurance program. The changes do not impact land use but contain mostly updated language and some additional flood proofing requirements.

RECOMMENDATION

Planning Staff: Recommends approval of the ordinance amendment and adoption of the floodplain maps as presented.

Planning Commission: Planning Commission recommends approval of the amendments and maps (6-0).

Attachments: Ordinance Amendment
Planning Commission Recommendation
Planning Report

First Reading 9-12-11

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO._____

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE, TITLE 10, CHAPTER 13, ARTICLE D REGARDING FLOODPLAIN MANAGMENT DISTRICT

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. Amendment. Title 10, Chapter 13, Article D. of the Inver Grove Heights City Code is hereby amended to read as follows. The underlined text shows the proposed additions to the Ordinance and the ~~stuck-out~~ text shows the deleted wording:

ARTICLE D. FLOODPLAIN MANAGEMENT DISTRICT

SECTION:

10-13D- 1: Statute Authority
10-13D- 2: Findings Of Fact
10-13D- 3: Purpose
10-13D- 4: Method of Analyzing Flood Hazards
10-13D- 5: National Flood Insurance Program Compliance
10-13D- 6: General Provisions
10-13D- 7: Districts Established
10-13D- 7-1: FW Floodway District
10-13D- 7-2: FF Flood Fringe District
10-13D- 8: Subdivisions
10-13D- 9: Removal Of Special Flood Hazard Area Designation
10-13D-10: Public Utilities And Transportation Facilities
10-13D-11: On Site Sewage Treatment and Water Systems
10-13D-12: Manufactured Homes And Parks; Recreational Vehicles
10-13D-13: Administration And Enforcement

10-13D-1: **STATUTE AUTHORITY:** The legislature of the state has, in Minnesota statutes chapter 103F and section 462.357, delegated the responsibility to local governmental units to adopt regulations designed to minimize flood losses. Therefore, the city council has adopted the provisions of this article.

10-13D-2: **FINDINGS OF FACT:** The flood hazard areas of the city are subject to periodic inundation which results in potential loss of life, loss of property, health and safety hazards, disruption of commerce and government

services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

10-13D-3: **PURPOSE:** It is the purpose of this article to promote the public health, safety, and general welfare and to minimize those losses described in section 10-13D-2 of this article by provisions contained in this article.

10-13D-4: **METHODS OF ANALYZING FLOOD HAZARDS:** This article is based upon a reasonable method of analyzing flood hazards, which is consistent with the standards established by the Minnesota department of natural resources.

10-13D-5: **NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE:** This article is adopted to comply with the rules and regulations of the National Flood Insurance Program codified as 44 Code of Federal Regulations Parts 59-78, as amended, so as to maintain the community's eligibility in the National Flood Insurance Program.

10-13D-~~5~~ 6: **GENERAL PROVISIONS:**

A. Application And Interpretation:

1. Application Of Provisions: This article shall apply to all lands within the jurisdiction of the city as shown on the official zoning map as being within the boundaries of the floodway or flood fringe district.

2. Minimum Requirements: In their interpretation and application, the provisions of this article shall be held to be minimum requirements, and this article shall be liberally construed in favor of the city council and shall not be deemed a limitation or repeal of any other powers granted by state statutes.

3. District Boundaries: The boundaries of the zoning districts shall be determined by scaling distances on the official zoning map. Where interpretation ins needed as to the exact location of the boundaries of the districts as shown on the official zoning map, as for example, where there appears to be a conflict between a mapped boundary and actual field conditions and there is a formal appeal of the decision of the zoning administrator, the board of adjustments and appeals shall make the necessary interpretation. All decisions will be based on elevations on the regional (100-year) flood profile, the ground elevations that existed on the site at the time the Community adopted its initial floodplain ordinance or on the date of the first National Flood Insurance Program map showing the area within the 100-year floodplain if earlier, and other available technical data,. Persons contesting the location of the district boundaries

shall be given a reasonable opportunity to present their case to the board and to submit technical evidence.

4. Abrogation And Greater Restrictions: It is not intended by this article to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this article imposes greater restrictions, the provisions of this article shall prevail.

B. Compliance Required: No new structure or land shall hereafter be used and no new or existing structure shall be constructed, located, extended, converted, or structurally altered without full compliance with the terms of this article and other applicable regulations which apply to uses within the jurisdiction of this article. Within the floodway and flood fringe district, all uses not listed as permitted uses or conditional uses within sections 10-13D-7-1 and 10-13D-7-2 of this article, respectively, shall be prohibited. In addition, a caution is provided herein that:

1. New manufactured homes, replacement manufactured homes and certain ~~travel trailers and travel vehicles~~ recreational vehicles are subject to the general provisions on this article and, specifically, section 10-13D-12;

2. Modifications, additions, structural alterations normal maintenance and repair, or repair after damage to existing nonconforming structures and nonconforming uses of structures or land are regulated by the general provisions of this article and, specifically, subsection D of this section; and

3. As built elevations for elevated or flood proofed structures must be certified by ground surveys, and flood proofing techniques must be designed and certified by a registered professional engineer or architect as specified in the general provisions of this article and, specifically, as stated in subsection 10-13D-13B5 of this article.

C. Zoning Map Adopted: The official zoning map, together with all materials attached thereto, is hereby adopted by reference and declared to be a part of this article. The attached material shall include the flood insurance study for ~~the city, prepared by the federal insurance administration, dated February 1980, and the flood boundary and floodway maps, dated August 1, 1980, and flood insurance rate maps therein.~~ Dakota County, Minnesota and Incorporated Areas, Flood Insurance Rate Map panels therein numbered 27037C0043E, 27037C0107E, 27037C0109E, 27037C0117E and 27037C0119E and the Flood Insurance Rate Map Index (Map Number 27037CIND4B), all dated December 2, 2011 and prepared by the Federal Emergency Management Agency. The official zoning map shall be on file in the office of the city clerk and the zoning administrator.

D. Nonconforming Uses: A structure or the use of a structure or premises which was lawful before the effective date hereof but which is not in conformity with the provisions of this article may be continued subject to the following conditions. Historic structures as defined in 44 Code of Federal Regulations, Part 59.1, shall be subject to the provisions of 1-6 below:

1. No such use shall be expanded, changed, enlarged, or altered in a way which increases its nonconformity.

2. Any structural alteration or addition to a nonconforming structure or nonconforming use which would result in increasing the flood damage potential of that structure or use shall be protected to the regulatory flood protection elevation in accordance with any of the elevation on fill or flood proofing techniques (i.e., FP-1 through FP-4 flood proofing classifications) allowable in the state building code, except as further restricted in subsection D3 of this section.

3. ~~The cost of any structural alterations or additions to any nonconforming structure over the life of the structure shall not exceed fifty percent (50%) of the market value of the structure unless the conditions of this article are satisfied. The cost of all structural alterations and additions constructed since the adoption of the city's initial floodplain controls (July 14, 1980) must be calculated into today's current cost which will include all costs such as construction materials and a reasonable cost placed on all manpower or labor. If the current cost of all previous and proposed alterations and additions exceeds fifty percent (50%) of the current market value of the structure, then the structure must meet the standards of sections 10-13D-7-1 and 10-13D-7-2 of this article for new structures, depending upon whether the structure is in the floodway or flood fringe, respectively.~~

If a substantial improvement occurs only from a building addition, then the building addition must meet the elevation on fill or FP-1 or FP-2 dry floodproofing requirements of section 10-13D-7-1 or 10-13D-7-1 of this Ordinance for new structures and the existing structure must also meet the elevation on fill or FP-1 or FP-2 dry floodproofing requirements of section 13-D-7-1 or 13-D-7-2 of this article for new structures if any alteration is made to the common wall in excess of installing a standard doorway.

4. If any nonconforming use is discontinued for twelve (12) consecutive months, any future use of the building premises shall conform to this article. The assessor shall notify the zoning administrator in writing

of instances of nonconforming uses that have been discontinued for a period of twelve (12) months.

5. If any nonconforming use or structure ~~is destroyed by any means, including floods, to an extent of fifty percent (50%) or more of its market value at the time of destruction, it shall not be reconstructed except in conformity with the provisions of this article.~~ substantially damaged, as defined in section 10-2-2 of this title, it shall not be reconstructed except in conformity with the provisions of this title. The applicable provisions for establishing new uses or structures in sections 10-13D-7-1 and 10-13D-7-2 of this article will apply, depending upon whether the use or structure is in the floodway or flood fringe, respectively.

6. If a substantial improvement occurs, as defined in section 10-2-2 of this title, from any combination of a building addition to the outside dimensions of the existing building or a rehabilitation, reconstruction, alteration or other improvement to the inside dimensions of an existing nonconforming building, then the building addition and the existing nonconforming building must meet the requirements of section 10-13D-7-1&2 for new structures, depending upon whether the structure is in the Floodway or Flood Fringe District, respectively.

E. Warning And Disclaimer Of Liability: This article does not imply that areas outside the floodplain districts, or land uses permitted within such districts, will be free from flooding or flood damages. This article shall not create liability on the part of the city or any officer or employee thereof for any flood damages that result from reliance on this article or any administrative decision lawfully made hereunder.

F. Annexations: The Flood Insurance rate Map panels adopted by reference into section 10-13D-6 C of this article above may include floodplain areas that lie outside of the corporate boundaries of the City of Inver Grove Heights at the time of adoption of this ordinance. If any of these floodplain land areas are annexed into the City of Inver Grove Heights after the date of adoption of this ordinance, the newly annexed floodplain lands shall be subject to the provisions of this ordinance immediately upon the date of annexation in to the City of Inver Grove Heights.

G. Severability: If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

10-13D-~~6~~ 7: **DISTRICTS ESTABLISHED:** The floodplain areas within the jurisdiction of this article are hereby divided into two (2) districts: Floodway District (FW) and Flood Fringe District (FF).

A. Floodway District: The floodway district shall include those areas designated as floodway on the ~~flood boundary and floodway map~~ Flood Insurance Rate Maps adopted in subsection 10-13D-6C of this article.

B. Flood Fringe District: The flood fringe district shall include those areas designated as floodway fringe on the ~~flood boundary and floodway map~~ Flood Insurance Rate Maps adopted in subsection 10-13D-6C of this article.

10-13D-~~6~~ 7-1: **FW FLOODWAY DISTRICT:**

A. Permitted Uses:

1. Enumerated:

General farming, pasture, grazing, outdoor plant nurseries, horticulture, truck
farming, forestry, sod farming, and wild crop harvesting.

Industrial-commercial loading areas, parking areas, and airport landing strips.

Private and public golf courses, tennis courts, driving ranges, archery ranges, picnic grounds, boat launching ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting preserves, target ranges, trap and skeet ranges, hunting and fishing areas, and single or multiple purpose recreational trails.

Residential lawns, gardens, parking areas and play areas.

Other uses listed as permitted uses by the underlying zoning district but not permitted by this subsection shall be prohibited in the floodway district.

2. Standards:

a. The use shall have a low flood damage potential.

b. The use shall be permissible in the underlying zoning district if one exists.

c. The use shall not obstruct flood flows or increase flood elevation and shall not involve structures, fill, obstructions, excavations or storage of materials or equipment.

B. Conditional Uses:

1. Enumerated:

Extractions and storage of sand, gravel, and other materials.

Marinas, boat rentals, docks, piers, wharves, and water control structures.

Placement of fill or construction of fences.

Railroads, streets, bridges, utility transmission lines, and pipelines.

Storage yards for equipment, machinery or materials.

Structural works for flood control such as levees, dikes and floodwalls, constructed to any height where the intent is to protect individual structures and levees or dikes where the intent is to protect agricultural crops for a frequency flood event equal to or less than the 10-year frequency flood event.

~~Travel trailers and travel vehicles~~ Recreational vehicles either on individual lots of record or in existing or new subdivisions or commercial or condominium type campgrounds, subject to the exemptions and provisions of section 10-13D-12 of this article.

Structures accessory to the uses listed in subsection A of this section and in the above entries in this subsection B1.

Other uses listed as conditional uses by the underlying zoning district but not allowed by this subsection B1 shall be prohibited in the floodway district.

2. Standards:

a. No structure (temporary or permanent), fill (including fill for roads and
levees), deposit, obstruction, storage of materials or equipment, or other uses may be allowed as a conditional use that will cause any increase in the stage of the 100-year or regional flood or cause an increase in flood damages in the reach or reaches affected.

b. All floodway conditional uses shall be subject to the procedures and standards contained in subsection 10-13D-13B4 of this article.

c. The conditional use shall be permissible in the underlying zoning district.

d. Fill

(1) Fill, dredge spoil and all other similar materials deposited or stored in the floodplain shall be protected from erosion by vegetative cover, mulching, riprap or other acceptable method.

(2) Dredge spoil sites and sand and gravel operations shall not be allowed in the floodway unless a long term site development plan is submitted which includes an erosion/sedimentation prevention element to the plan.

(3) As an alternative, and consistent with subsection B2d(2) of this section, dredge spoil disposal and sand and gravel operations may allow temporary, on site storage of fill or other materials which would have caused an increase to the stage of the 100-year or regional flood but only after the city council has received an appropriate plan which assures the removal of the materials from the floodway based upon the flood warning time available. The conditional use permit must be title registered with the property in the office of the county recorder.

(4) Title 9, chapter 4 of this code shall apply to all fill and excavation activities within the floodway district.

e. Accessory Structures

(1) Accessory structures shall not be designed for human habitation.

(2) Accessory structures, if permitted, shall be constructed and placed on the building site so as to offer the minimum obstruction to the flow of floodwaters.

(A) Whenever possible, structures shall be constructed with the longitudinal axis parallel to the direction of flood flow; and

(B) As far as practicable, structures shall be placed approximately on the same flood flow lines as those of adjoining structures.

(3) Accessory structures shall be elevated on fill or structurally dry flood proofed in accordance with the FP-1 or FP-2 flood proofing classifications in the state building code. As an alternative, an accessory structure may be flood proofed to the FP-3 or FP-4 flood proofing classification in the state building code, provided the accessory structure constitutes a minimal investment, does not

exceed five hundred (500) square feet in size at its largest projection, and for a detached garage, the detached garage must be used solely for parking of vehicles and limited storage. All flood proofed accessory structures must meet the following additional standards: ~~as appropriate:~~

(A) The structure must be adequately anchored to prevent flotation, collapse or lateral movement of the structure and shall be designed to equalize hydrostatic flood forces on exterior walls; and

(B) Any mechanical and utility equipment in a structure must be elevated to or above the regulatory flood protection elevation or properly flood proofed.

(C) To allow for the equalization of hydrostatic pressure, there must be a minimum of two "automatic" openings in the outside walls of the structure having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding. There must be openings on at least two sides of the structure and the bottom of all openings must be no higher than one foot above the lowest adjacent grade to the structure. Using human intervention to open a garage door prior to flooding will not satisfy this requirement for automatic openings.

f. Storage of Materials and Equipment

(1) The storage or processing of materials that are, in time of flooding, flammable, explosive, or potentially injurious to human, animal or plant life is prohibited.

(2) Storage of other materials or equipment may be allowed if readily removable from the area within the time available after a flood warning and in accordance with a plan approved by the city council as part of the conditional use permit.

g. Structural works for flood control that will change the course, current or cross section of a protected wetlands or public waters shall be subject to the provisions of Minnesota statutes chapters 103A, 103B, 103C, 103D, 103E, 103F and 103G. Communitywide structural works for flood control intended to remove areas from the regulatory floodplain shall not be allowed in the floodway.

h. A levee, dike or floodwall constructed in the floodway shall not cause an increase to the 100-year or regional flood, and the technical

analysis must assume equal conveyance or storage loss on both sides of a stream.

10-13D-~~6~~ 7-2: **FF FLOOD FRINGE DISTRICT:**

A. Permitted Uses:

1. Enumerated: Permitted uses shall be those uses or structures listed as permitted uses in the underlying zoning district(s). All permitted uses shall comply with the standards for Flood Fringe District permitted uses and the standards for all Flood Fringe Uses listed below.

2. Standards:

a. All structures, including accessory structures, must be elevated on fill so that the lowest floor including basement floor is at or above the regulatory flood protection elevation. The finished fill elevation for structures shall be no lower than one foot (1') below the regulatory flood protection elevation and the fill (maximum 4:1 slope) shall extend such elevation at least fifteen feet (15') beyond the outside limits of the structure erected thereon.

b. As an alternative to elevation on fill, accessory structures that constitute a minimal investment and that do not exceed five hundred (500) square feet ~~for the outside dimension at ground level~~ at its largest projection may be internally flood proofed in accordance with subsection 10-13D-7-1B.2.e(3) of this article.

c. The cumulative placement of fill where at any one time in excess of one thousand (1,000) cubic yards of fill is located on the parcel shall be allowable only as a conditional use unless said fill is specifically intended to elevate a structure in accordance with subsection 10-13D-7-2 A.2.a of this article. Title 9, chapter 4 of this code shall also apply to all fill and excavation activities regardless of the quantitative amount of material.

d. The storage of any materials or equipment shall be elevated on fill to the regulatory flood protection elevation.

e. The provisions of subsection 10-13D-7-2 C of this article shall apply.

B. Conditional Uses:

1. Enumerated: Conditional uses shall be those uses of land or structures listed as conditional uses in the underlying zoning district(s) or other applicable zoning overlay district(s).

a. Any structure not elevated on fill or flood proofed in accordance with subsection 7-2.A.2.a,b and or any use of land that does not comply with the standards in subsection 7-2.A.2.c,d shall only be allowed as a conditional use. An application for a conditional use shall be subject to the standards and criteria and evaluation procedures specified in subsections 7-2.B.2 and 13.B.4 of this article.

2. Standards:

a. Alternative elevation methods other than the use of fill may be utilized to elevate a structure's lowest floor above the regulatory flood protection elevation. These alternative methods may include the use of stilts, pilings, parallel walls, etc., or above grade, enclosed areas such as crawl spaces or tuck under garages. The base or floor of an enclosed area shall be considered above grade and not a structure's basement or lowest floor, if: 1) the enclosed area is above grade on at least one side of the structure; 2) it is designed to internally flood and is constructed with flood resistant materials; and 3) it is used solely for parking of vehicles, building access or storage. These alternative elevation methods are subject to the following additional standards:

(1) Design and Certification: A structure's design and as built condition must be certified by a registered professional engineer or architect as being in compliance with the general design standards of the state building code and, specifically, that all electric, plumbing and air conditioning equipment and other service facilities must be at or above the regulatory flood protection elevation or be designed to prevent floodwater from accumulating within these components during times of flooding.

(2) Specific Standards For Above Grade, Enclosed Areas: Above grade, fully enclosed areas such as crawl spaces or tuck-under garages must be designed to internally flood, and design plans must stipulate:

~~(A) The minimum area of openings in the walls where internal flooding is to be used as a flood proofing technique. When openings are placed in a structure's walls to provide for entry of floodwaters to equalize pressures, the bottom of all openings shall be no higher than one foot (1') above grade. Openings shall be equipped with screens, louvers, valves or other coverings or devices, provided that they permit the automatic entry and exit of floodwaters.~~

(A) A minimum area of openings in the walls where internal flooding is to be used as a flood proofing technique. There shall be a minimum of two openings on at least two sides of the structure and the bottom of all openings shall be no higher than one-foot above grade. The automatic openings shall have a minimum net area of not less than one square inch for every square foot of enclosed area subject to flooding unless a registered professional engineer or architect certifies that a smaller net area would suffice. The automatic openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of flood waters without any form of human intervention; and

(B) That the enclosed area will be designed of flood resistant materials in accordance with the FP-3 or FP-4 classifications in the state building code and shall be used solely for building access, parking of vehicles or storage.

b. Basements, as defined by section 10-2-2 of this article, shall be subject to the following:

(1) Residential basement construction shall not be allowed below the regulatory flood protection elevation.

(2) Nonresidential basements may be allowed below the regulatory flood protection elevation, provided the basement is structurally dry roofed in accordance with subsection 10-13D-5B3 of this article.

c. All areas on nonresidential structures including basements to be placed below the regulatory flood protections elevation shall be flood proofed in accordance with the structurally dry flood proofing classification in the state building code. Structurally dry flood proofing must meet the FP-1 or FP-2 flood proofing classifications in the state building code, and this shall require making the structure watertight with the walls substantially impermeable to the passage of water and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. Structures flood proofed to the FP-3 or FP-4 classification shall not be permitted.

d. When at any one time more than one thousand (1,000) cubic yards of fill or other similar material is located on a parcel for such activities as on site storage, landscaping, sand and gravel operations, landfills, road, dredge spoil disposal or construction of flood control works, an erosion/sedimentation control plan must be submitted unless the city is

enforcing a state approved shoreland management ordinance. In the absence of a state approved shoreland ordinance, the plan must clearly specify methods to be used to stabilize the fill on site for a flood event at a minimum of the 100-year or regional flood event. The plan must be prepared and certified by a registered professional engineer or other qualified individual acceptable to the city council. The plan may incorporate alternative procedures for removal of the material from the floodplain if adequate flood warning time exists.

e. Storage of Materials and Equipment

(1) The storage or processing of materials that are, in time of flooding, flammable, explosive, or potentially injurious to human, animal or plant life is prohibited.

(2) Storage of other materials or equipment may be allowed if readily removable from the area within the time available after a flood warning and in accordance with a plan approved by the city council as part of the conditional use permit.

f. The provisions of subsection C of this section shall also apply.

C. Standards For all Flood Fringe Uses:

1. All new principal structures must have vehicular access at or above an elevation not more than two feet (2') below the regulatory flood protection elevation.

2. Accessory land uses, such as yards, railroad tracks, and parking lots, may be at elevations lower than the regulatory flood protection elevation. However, a permit for such facilities to be used by the employees or the general public shall not be granted in the absence of a flood warning system that provides adequate time for evacuation if the area would be inundated to a depth ~~greater than two feet (2') or be subject to flood velocities greater than four feet (4') per second~~ <u>and velocity such that when multiplying the depth (in feet) times velocity (in feet per second) the product number exceeds four (4)</u> upon occurrence of the regional flood.

3. Measures shall be taken to minimize interference with normal plant operations especially along streams having protracted flood durations. Certain accessory land uses such as yards and parking lots may be at lower elevations subject to requirements set out in subsection C2 of this section. In considering permit applications, due consideration shall be given to needs of an industry whose business requires that it be located in floodplain areas.

4. Fill shall be properly compacted, and the slopes shall be properly protected by the use of riprap, vegetative cover or other acceptable method. The federal emergency management agency (FEMA) has established criteria for removing the special flood hazard area designation for certain structures properly elevated on fill above the 100-year flood elevation. FEMA requirements incorporate specific fill compaction and side slope protection standards for multi-structure or multi-lot developments. These standards should be investigated prior to the initiation of site preparation if a change of special flood hazard area designation will be requested.

5. Floodplain developments shall not adversely affect the hydraulic capacity of the channel and adjoining floodplain of any tributary watercourse or drainage system where a floodway or other encroachment limit has not been specified on the official zoning map.

6. Standards for ~~travel trailers and travel vehicles~~ recreational vehicles are contained in section 10-13D-12 of this article.

7. All manufactured homes must be securely anchored to an adequately anchored foundation system that resists flotation, collapse and lateral movement. Methods of anchoring may include, but are not limited to, use of over the top or frame ties to ground anchors. This requirement is in addition to applicable state or local anchoring requirements for resisting wind forces.

10-13D-8: **SUBDIVISIONS:**

A. No land shall be subdivided which is unsuitable for the reason of flooding, inadequate drainage, water supply or sewage treatment facilities.

B. All lots within the floodplain districts shall be able to contain a building site outside of the Floodway District at or above the regulatory flood protection elevation.

C. All subdivisions shall have water and sewage treatment facilities that comply with the provisions of this article and have road access both to the subdivision and to the individual building sites no lower than two feet (2') below the regulatory flood protection elevation.

D. For all subdivisions, the floodway and flood fringe boundaries, the regulatory flood protection elevation and the required elevation of all access roads shall be clearly labeled on all required subdivision drawings and platting documents.

E. All subdivisions shall be in conformance with title 11 of this code and other applicable zoning and zoning overlay districts.

10-13D-9: **REMOVAL OF SPECIAL FLOOD HAZARD AREA DESIGNATION:** The federal emergency management agency (FEMA) has established criteria for removing the special flood hazard area designation for certain structures properly elevated on fill above the 100-year flood elevation. FEMA requirements incorporate specific fill compaction and side slope protection standards for multi-structure or multi-lot developments. These standards should be investigated prior to the initiation of site preparation if a change of special flood hazard area designation will be required.

10-13D-10: **PUBLIC UTILITIES AND TRANSPORTATION FACILITIES:**

A. Public Utilities: All public utilities and facilities such as gas, electrical, sewer, and water supply systems to be located in the floodplain shall be flood proofed in accordance with the state building code or elevated to above the regulatory flood protection elevation.

B. Public Transportation Facilities: Railroad tracks, roads and bridges to be located within the floodplain shall comply with sections 10-13D-7-1 and 10-13D-7-2 of this article. Elevation to the regulatory flood protection elevation shall be provided where failure or interruption of these transportation facilities would result in danger to the public health or safety or where such facilities are essential to the orderly functioning of the area. Minor or auxiliary railroads may be constructed at a lower elevation where failure or interruption of transportation services would not endanger the public health or safety.

10-13D-11: **ON SITE SEWAGE TREATMENT AND WATER SYSTEMS:** Where public utilities are not provided: a) on site water supply systems must be designed to minimize or eliminate infiltration of floodwaters into the systems; and b) new or replacement on site sewage treatment systems must be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into the floodwaters, and they shall not be subject to impairment or contamination during times of flooding. Any sewage treatment system designed in accordance with the state's current statewide standards for on site sewage treatment systems shall be determined to be in compliance with this article.

10-13d-12: **MANUFACTURED HOMES AND PARKS; ~~TRAVEL TRAILERS AND TRAVEL VEHICLES~~ RECREATIONAL VEHICLES:**

A. Manufactured Homes and Parks:

1. Manufactured homes and manufactured home parks shall only be permitted in the flood fringe district as regulated by the underlying zoning district and section 10-13D-7-2 of this article.

2. New manufactured home parks and expansions to existing manufactured home parks shall be subject to section 10-13D-7-2 of this article, chapter 9, article D of this title and chapter 15, article H of this title.

3. The placement of new or replacement manufactured homes in existing manufactured home parks or on individual lots of record that are located in the floodplain districts will be treated as a new structure and may be placed only if elevated in compliance with subsection 10-13D-6-2C of this article. If vehicular road access for preexisting manufactured home parks is not provided in accordance with subsection 10-13D-6-2C1 of this article, then replacement manufactured homes will not be allowed until the property owner(s) develops a flood warning emergency plan acceptable to the city council.

4. All manufactured homes must be securely anchored to an adequately anchored foundation system that resists flotation, collapse and lateral movement. Methods of anchoring may include, but are not limited to: use of over the top or frame ties to ground anchors. This requirement is in addition to applicable state or local anchoring requirements for resisting wind forces.

B. ~~Travel Trailers and Travel Vehicles~~ Recreational Vehicles:

1. ~~Travel trailers and travel vehicles~~ Recreational Vehicles that do not meet the exemption criteria specified in subsection B2 of this section shall be subject to the provisions of this subsection.

2. ~~Travel trailers and travel vehicles~~ Recreational Vehicles are exempt from the provisions of this article if they are placed in any of the areas listed in subsection B3 of this section and if they further meet the following additional criteria:

a. Have current licenses required for highway use.

b. Are "highway ready", meaning on wheels or the internal jacking system, are attached to the site by quick disconnect type utilities commonly used in campgrounds and trailer parks, and the ~~trailer/travel vehicle~~ recreational vehicle has no permanent structural type additions attached to it.

c. The ~~travel trailer or travel vehicle~~ recreational vehicle and associated use must be permissible in any preexisting underlying zoning district.

3. The following are areas exempted for placement of ~~travel/recreational vehicles~~ recreational vehicles:

a. Individual lots or parcels of record.

b. Existing condominium type associations.

c. Existing commercial recreational vehicle parks or campgrounds.

4. ~~Travel trailers and travel vehicles~~ Recreational vehicles exempted from this article lose this exemption when development occurs on the parcel exceeding five hundred dollars ($500.00) for a structural addition to the ~~travel trailer/travel vehicle~~ recreational vehicle or the construction of an accessory structure such as a garage or storage building. The ~~travel trailer/travel vehicle~~ recreational vehicle and all additions and accessory structures will then be treated as a new structure and shall be subject to the elevation/flood proofing requirements and use of land restrictions specified in sections 10-13D-7-1 and 10-13D-7-2 of this article. There shall be no development or improvement on the parcel or attachment to the recreational vehicle that hinders the removal of the recreational vehicle to a flood free location should flooding occur.

5. New commercial ~~travel trailer or travel vehicle~~ recreational vehicle parks or campgrounds and new residential type subdivisions and condominium associations and the expansion of any existing similar use exceeding five (5) units or dwelling sites shall be subject to the following:

a. Any new or replacement ~~travel trailer or travel vehicle~~ recreational vehicle will be allowed in the floodway or flood fringe district, provided said trailer or vehicle and its contents are placed on fill above the regulatory flood protection elevation and proper elevated road access to the site exists in accordance with subsection 10-13D-7-2C1 of this article. Any fill placed in a floodway for the purpose of elevating a travel trailer shall be subject to the requirements of section 10-13D-6 of this article.

b. All new or replacement ~~travel trailers or travel vehicles~~ recreational vehicles not meeting the criteria of subsection B5a of this section, may, as an alternative, be allowed as a conditional use if in accordance with the following provisions and the provisions of subsection 10-13D-7-2B2 of this article. The applicant must submit an emergency plan for the safe evacuation of all vehicles and people during the 100-year flood. Said plan shall be prepared by a registered engineer or other qualified individual and shall demonstrate that adequate time and personnel exist to carry out the evacuation, and shall demonstrate the provisions of section 10-13d-12 B 2 of this title will be met. All attendant sewage and water facilities for new or replacement ~~travel trailers or other recreational vehicles~~ recreational vehicles must be protected or

constructed so as to not be impaired or contaminated during times of flooding in accordance with section 10-13D-11 of this article.

10-13D-13: **ADMINISTRATION AND ENFORCEMENT:**

A. Administration And Enforcement Officials:

1. Zoning Administrator: The city planner, or other person so designated by the city council, shall be the zoning administrator for the purposes of the administration of this article.

2. Board of Adjustments And Appeals: The city council shall serve as the board of adjustments and appeals. Its authority and governing procedure shall be as stipulated in section 10-3-7 of this title.

B. Permits:

1. Building Permits: A building permit in conformance with the provisions of this article shall be required prior to the erection, addition modification, rehabilitation (including normal maintenance and repair) or alteration of any building, structure, or portion thereof; prior to the use or change of use of a building, structure, or land; prior to the construction of a dam, fence, or on-site septic system; prior to the change or extension of a nonconforming use; prior to the repair of a sstructure that has been damaged by flood, fire, tornado, or any other source; and prior to the placement of fill, excavation materials, or the storage of materials or equipment within the flood plain. ~~where said structure is located within the floodplain.~~ Said permit must be approved by the chief building official only after review by the zoning administrator. A building permit must also be approved in the same manner prior to the change of use of a building or land.

2. Fill/Excavation Permits: Prior to the placement of fill or the excavation of material within the floodplain, an excavation permit pursuant to title 9, chapter 4 of this code must be approved by the director of public works only after review by the zoning administrator. Said permit must be found to be in conformance with the provisions of this article.

3. State And Federal Permits: Prior to granting a building permit, excavation permit, conditional use permit, variance or subdivision approval, the applicant shall provide verification to the zoning administrator that all necessary state and federal permits have been obtained.

4. Conditional Use Permits:

a. Conditional use permits, as required by this article, shall be processed according to the provisions of chapter 3, article A of this title. Conditional use

permits shall be reviewed for consistency with the general criteria contained in said chapter 3, article A. Conditional use permits shall also satisfy the applicable conditional use criteria listed in this article.

b. The zoning administrator shall submit by mail to the Commissioner of Natural Resources a copy of the application for proposed conditional use permits sufficiently in advance so that the Commissioner will receive at least ten days notice of hearing.

~~b.~~ c. The city council may also consider the following relevant factors in review of a conditional use permit application:

(1) The danger to life and property due to increased flood heights or velocities caused by encroachments.

(2) The danger to life and property may be swept onto other lands or downstream to the injury of others.

(3) The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination and unsanitary conditions.

(4) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.

(5) The importance of the services provided by the proposed facility to the community.

(6) The requirements of the facility for a waterfront location.

(7) The availability of alternative locations not subject to flooding for the proposed use.

(8) The compatibility of the proposed use with existing development and development anticipated in the foreseeable future.

(9) The relationship of the proposed use to the comprehensive plan and floodplain management program for the area.

(10) The safety of access to the property in times of flood for ordinary and emergency vehicles.

(11) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters expected at the site.

(12) Such other factors, which are relevant to the purposes of this article.

~~c.~~ d. Upon consideration of the factors listed above and the purposes of this article, the city council may attach such conditions to the granting of conditional use permits as it deems necessary to fulfill the purposes of this article. Such conditions may include, but are not limited to, the following:

(1) Modification of waste disposal and water supply facilities.

(2) Limitations of period of use, occupancy and operation.

(3) Imposition of operational controls, sureties and deed restrictions.

(4) Requirements for construction of channel modifications, dikes, levees, and other protective measures.

(5) Flood proofing measures in accordance with the state building code. The applicant shall submit a plan or document certified by a registered professional engineer or architect that the flood proofing measures are consistent with the regulatory flood protection elevation and associated flood factors for the particular area.

5. Requirements For All Permits:

a. Certificate Of Zoning Compliance: It shall be unlawful to use, occupy, or permit the use or occupancy of any building or premises or part thereof hereafter created, erected, changed, converted, altered, or enlarged in its use or structure until a certificate of zoning compliance shall have been issued by the zoning administrator stating that the use of the building or land conforms to the requirements of this article.

b. Compliance With Approved Plans: All building permits, excavation permits, conditional use permits, or certificates of zoning compliance issued on the basis of approved plans and applications only authorize the use, arrangement, and construction set forth in such approved plans and applications. Any use, arrangement or construction at variance with that authorized shall be deemed a violation of this article and punishable as provided by subsection E of this section.

c. Certification: the applicant shall be required to submit certification by a registered professional engineer, registered architect, or registered land surveyor that the finished fill and building elevations were accomplished in compliance with the provisions of this article. Flood proofing measures shall be certified by a registered professional engineer or registered architect.

d. Record Of First Floor Elevation: The zoning administrator shall maintain a record of the elevation of the lowest floor (including basement) of all new structures and alterations or additions to existing structures in the floodplain. The zoning administrator shall also maintain a record of the elevation to which structures and alterations or additions to structures are flood proofed.

e. Notifications for Watercourse Alterations. The zoning administrator shall notify in riverine situations, adjacent communities and the Commissioner of the Department of Natural Resources prior to the community authorizing any alteration or relocation of a watercourse. If the applicant has applied for a permit to work in the beds of public waters pursuant to Minnesota Statute, Chapter 103G, this shall suffice as adequate notice to the Commissioner of Natural Resources. A copy of said notification shall also be submitted to the Chicago Regional Office of the Federal Emergency Management Agency (FEMA).

f. Notification to FEMA When Physical Changes Increase or Decrease the 100-year Flood Elevation. As soon as is practical, but not later than six (6) months after the date such supporting information becomes available, the zoning administrator shall notify the Chicago Regional Office of FEMA of the changes by submitting a copy of said technical or scientific data.

C. Variances:

1. Variances from the strict provisions of this article may be approved by the board of adjustments and appeals pursuant to section 10-3-4 of this title.

2. The board of adjustments and appeals may prescribe appropriate conditions such as those specified in subsection B4c of this section.

3. No variance shall have the effect of allowing in any district uses prohibited in that district, permit a lower degree of flood protection than the regulatory flood protection elevation for the particular area, or permit standards slower than those required by state law.

4. The zoning administrator shall submit by mail to the Commissioner of Natural Resources a copy of the application for proposed variances sufficiently in advance so that the Commissioner will receive at least ten days notice of hearing.

~~4.~~ 5. A copy of all decisions granting variances shall be forwarded by mail to the commissioner of natural resources within ten (10) days of such action.

~~5.~~ 6. The zoning administrator shall notify the applicant for a variance that: a) the issuance of a variance to construct a structure below the base flood level will result in an increased premium rate for flood insurance up to amounts as high as twenty five dollars ($25.00) for one hundred dollars ($100.00) of

insurance coverage; and b) such construction below the 100-year or regional flood level increases risks to life and property. Such notification shall be maintained with a record of all variance actions.

~~6.~~ 7. The zoning administrator shall submit an annual report of all variance actions during that year to the administrator of the national flood insurance program.

8. The following additional variance criteria of the Federal Emergency Management Agency must be satisfied:

a. Variances shall not be issued within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result.

b. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

c. Variances shall only be issued by a community upon (i) showing a good and sufficient cause, (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

D. Amendments:

1. The floodplain designation on the official zoning map shall not be removed from floodplain areas unless it can be shown that the designation is in error or that the area has been filled to or above the elevation of the ~~regional flood~~ regulatory flood protection elevation and is contiguous to lands outside the floodplain. Special exceptions to this rule may be permitted by the commissioner of natural resources if he determines that, through other measures, lands are adequately protected for the intended use.

2. All amendments to this article, including amendments to the official zoning map, must be submitted to and approved by the commissioner of natural resources prior to adoption.

3. Changes in the official zoning map must meet the federal emergency management agency's (FEMA) technical conditions and criteria and must receive prior FEMA approval before adoption. The commissioner of natural resources must be given ten (10) days' written notice of all hearings to

consider an amendment to this article, and said notice shall include a draft of the amendment or technical study under consideration.

E. Violations And Enforcement:

1. Violation of the provisions of this article or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with grants of variances or conditional use permits) shall constitute a misdemeanor and shall be punishable as defined by law.

2. Nothing contained herein shall prevent the city council from taking such other lawful action as is necessary to prevent or remedy any violation. Such actions may include, but are not limited to:

a. In responding to a suspected violation of this article, the zoning administrator and city council may utilize the full array of enforcement actions available to it including, but not limited to, prosecution and fines, injunctions, after the fact permits, orders for corrective measures or a request to the national flood insurance program for denial of flood insurance availability to the guilty party. The community must act in good faith to enforce these official controls and to correct ordinance violations to the extent possible so as not to jeopardize its eligibility in the national flood insurance program.

b. When violation of this article is either discovered by or brought to the attention of the zoning administrator, the zoning administrator shall immediately investigate the situation and document the nature and extent of the violation of the official control. As soon as is reasonably possible, this information will be submitted to the appropriate department of natural resources and federal emergency management agency regional office along with the city's plan of action to correct the violation to the degree possible.

c. The zoning administrator shall notify the suspected party of the requirements of this article and all other official controls and the nature and the extent of the suspected violation of these controls. If the structure and/or use is under construction or development, the zoning administrator may order the construction or development immediately halted until a proper permit or approval is granted by the city council. If construction or development is already completed, then the zoning administrator may either: 1) issue an order identifying the corrective actions that must be made within a specified time period to bring the use or structure into compliance with the official controls; or 2) notify the responsible party to apply for an after the fact permit/development approval within a specified period of time not to exceed thirty (30) days.

d. If the responsible party does not appropriately respond to the zoning administrator within the specified period of time, each additional day that

lapses shall constitute an additional violation of this article and shall be prosecuted accordingly. The zoning administrator shall also, upon the lapse of the specified response period, notify the landowner to restore the land to the condition that existed prior to the violation of this article.

Section Two. Amendment. Title 10, Chapter 2, Rules and Definitions, of the Inver Grove Heights City Code is hereby amended to add the following definitions:

LOWEST FLOOR: the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage in an area other than a basement area, is not considered a building's lowest floor.

RECREATIONAL VEHICLE: a vehicle that is built on a single chassis, is 400 square feet or less when measured at the largest horizontal projection, is designed to be self-propelled or permanently towable by a light duty truck, and is designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use. For the purposes of this Ordinance, the term recreational vehicle shall be synonymous with the term travel trailer/travel vehicle.

SUBSTANTIAL DAMAGE: means damage of any origin sustained by a structure where the cost of restoring the structure to it's before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT: within any consecutive 365-day period, any reconstruction, rehabilitation (including normal maintenance and repair), repair after damage, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures that have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:

A. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions.

B. Any alteration of an "historic structure," provided that the alteration will not preclude the structure's continued designation as an "historic structure." For the purpose of this Ordinance, "historic structure" shall be as defined in 44 Code of Federal Regulations, Part 59.1.

Section Three. **Amendment.** Title 10, Chapter 2, Rules and Definitions, of the Inver Grove Heights City Code is hereby amended to add the following definitions. The underlined text shows the proposed additions to the Ordinance and the ~~stuck-out~~ text shows the deleted wording:

MANUFACTURED/MODULAR HOME: A structure, transportable in one or more sections, which, in the traveling mode, is eight (8) body feet or more in width or forty (40) body feet or more in length, or, when erected on site, is three hundred twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein; except that the term includes any structure which meets all the requirements and with respect to which the manufacturer voluntarily files a certification required by the secretary and complies with the standards established under this title. In the Flood Plain District the term "manufactured home" does not include the term "recreational vehicle".

STRUCTURE: A. Anything constructed, the uses of which require permanent location on the ground, or attached to something having a permanent location on the ground.

B. In Shoreland management overlay districts, a structure shall be any building or appurtenance, including decks, except aerial or underground utility lines, such as sewer, electric, telephone, telegraph, gas lines, towers, poles and other supporting facilities.

C. In a floodplain, a structure is anything constructed or erected on the ground or attached to the ground or on site utilities, including, but not limited to, buildings, factories, sheds, detached garages, cabins, manufactured homes, ~~travel trailers/vehicles~~ recreational vehicles not meeting the exemption criteria specified in subsection 10-13D-11B of this title and other similar items.

Section Four. **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:

_____

Melissa Rheaume, Deputy City Clerk

RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: September 12, 2011

SUBJECT: **CITY OF INVER GROVE HEIGHTS – CASE NO. 11-22ZA**

Reading of Notice
Commissioner Hark read the public hearing notice to consider an ordinance amendment to Chapter 10 of the City Code (Zoning Ordinance) relating to updates to the Floodplain Management District and adoption of the new FEMA Floodplain Maps. No notices were mailed.

Presentation of Request
Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the Federal Emergency Management Agency (FEMA) has been working on their five-year program of updating the floodplain maps. FEMA and DNR held an open house in September 2008 and then published public hearing notices in the paper in November 2008, followed by a 90 day comment review period. Staff did not receive any comments from residents during this review period. The City must adopt the new maps and floodplain ordinance changes before December 2, 2011 in order to continue uninterrupted coverage in the flood insurance program. He advised that the overall floodplain boundary for the most part stayed the same so it has no impact on uses in the Zoning Code. Staff has no concerns as there are only minimal changes and in many cases the changes are advantageous to the residents. The second part of the process is adoption of the updated floodplain ordinance. None of the proposed changes have any impact on use. Staff recommends approval of the new floodplain maps and the revisions to the floodplain ordinance.

Chair Bartholomew asked if property owners were notified of the revisions.

Mr. Hunting stated that notification was done through FEMA and DNR. Staff did not receive any comments from property owners.

Chair Bartholomew stated he wanted to ensure that property owners that were now in a floodplain whereas previously they were not were notified of the change.

Mr. Hunting advised there were no properties that were previously outside the floodplain that were now inside, stating the floodplain boundary actually shrunk in many areas. He added that the properties in the area most impacted were owned mainly by either the marinas or the City.

Opening of Public Hearing
There was no public testimony.

Planning Commission Recommendation
Motion by Commissioner Gooch, second by Commissioner Scales, to approve the request for an ordinance amendment to Chapter 10 of the City Code (Zoning Ordinance) relating to updates to the Floodplain Management District and adoption of the new FEMA Floodplain Maps.

Motion carried (6/0). This item goes to the City Council on September 12, 2011.

PLANNING REPORT
CITY OF INVER GROVE HEIGHTS

REPORT DATE: August 9, 2011 **CASE NO:** 11-22ZA

APPLICANT: City of Inver Grove Heights

REQUEST: Floodplain Ordinance Amendment

HEARING DATE: August 16, 2011

REVIEWING DIVISIONS: Planning **PREPARED BY:** Allan Hunting, City Planner

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BACKGROUND

All the cities within Dakota County are required to adopt the new Federal Emergency Management Agency (FEMA) floodplain maps by December 2, 2011. The current Dakota County FEMA floodplain maps are from 1981 or older. The current maps for Inver Grove Heights are dated August 1, 1980. FEMA is updating the maps as part of nationwide 5-year map modernization effort. New flood data and topographic data were used to draw the new boundaries of the floodplain. The maps are important as they are used as part of the Flood Insurance program and the maps are used to determine location of the floodplain. There is a federal requirement is that flood insurance is mandatory if the insurable structure is in the one of the high risk flood zones. Local government participation is also mandatory for homeowners to be able to acquire the flood insurance.

Beginning in early 2008, FEMA began distributing draft maps to the communities. FEMA and the DNR held an open house for the public on September 24, 2008 to look at the proposed maps. FEMA then published a formal notice for the modifications in the base flood elevations in the St. Paul Pioneer Press two times on November 17 and 24, 2008. A 90 day comment review period followed. Staff did not receive any comments from residents during this review period.

The review process was halted by FEMA in June of last year due to an error in notification for an area in Dakota County. The notification error was not in Inver Grove Heights. The process was restarted on June 2, 2011.

FEMA has now prepared final draft maps for local governments to approve which are part of the ordinance amendment. Revised floodplain regulations are also required to be adopted.

The City must adopt the new maps and floodplain ordinance changes before December 2, 2011 in order to continue uninterrupted coverage in the flood insurance program.

The Planning Commission is being requested to make a recommendation on the new floodplain maps and ordinance amendment.

ANALYSIS

Changes to the Flood Insurance Rate Maps

The proposed floodplain boundary is shown on a series of maps. There are a total of five maps that show the floodplain boundary in the city. The planning commission is being presented with reduced size versions of the map to minimize printing and paper usage. Unfortunately much of the fine detail is difficult to read. All of the maps are printed and scaled on 28"x 44" sheets of paper. The City has the ability to print this size map to produce official size maps.

The nomenclature for the flood insurance rate maps (FIRM) have changed from the 1980 version. In 1980, the different zones were labeled Zone A, B or C depending upon proximity to the river and flood potential. Zones A (100 year flood) and B (500 year flood) were in the floodplain. Zone C was outside the floodplain. The proposed maps now utilize a zone AE and X for the flood categories. Zone AE represent areas subject to inundation by the 1% annual chance flood. Zone X represents areas subject to the .2%annual chance flood.

The overall floodplain boundary for the most part stayed the same. There were many areas in the Concord area where the floodplain area actually was reduced. There were also minor changes to the different zones within the floodplain used for flood insurance information (zones AE and X). The new floodplain boundary does not include any properties that were not in the floodplain per the 1980 maps.

For planning purposes, the floodplain is divided into two land use categories; Floodway and Flood Fringe districts. This boundary did not change with the new maps. The Floodway is the most restrictive district and only allows minor grading and some open sided structures. For the most part, this is the area closest to any river and is very susceptible to flooding and therefore structures are not allowed. The Flood Fringe does allow development including grading and structures provided they do not increase flood damage potential to other properties.

Proposed Ordinance Language. As part of the mapping update, FEMA and the DNR require all cities to update their existing floodplain ordinances to bring them up to date with the new maps and to add some additional language required by FEMA. FEMA and the DNR have prepare a model ordinance for all local governments to utilize that contains all the required language that must be included in all floodplain regulations. The city's current ordinance is very similar to the model ordinance and contains all but the new language. Nearly all of the proposed changes to the city's floodplain regulations involve the new required language.

The following summarizes the proposed changes with reference to the specific main section title being changed. The attached ordinance is in legislative format, meaning any deletions are shown

with a strikethrough and new wording is shown in bold and underline. All changes were required by FEMA and the DNR.

10-13D-1: **STATUE AUTHORITY**
No changes.

10-13D-2: **FINDINGS OF FACT**
No changes

10-13D-3: **PURPOSE**
No changes

10-13D-4: **METHOD OF ANALYZING FLOOD HAZARDS**
No changes

10-13D-5: **NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE**
New language. Added per FEMA requirements.

1013D-6: **GENERAL PROVISIONS**
Majority of changes are updated language required by FEMA addressing boundaries, name change from travel trailers to recreational vehicles, referencing new map numbers, including historic structures.

Modifies the language on improvements to non-conforming structures. Old language required alterations or additions could not exceed 50% of accumulated value over life of structure. This is very difficult, if not impossible to know and tally the cost of improvements. New language requires a substantial improvement of an addition to meet current flood proofing regulations and existing structure to meet flood proofing regulations also if there is more alterations from the existing structure to the new addition other than a doorway to connect. This is much easier to regulate and to know when the full flood proofing regulations are required for existing structures.

Substantial improvements (as defined) require flood proofing of new plus old portions of structure. New language required by FEMA.

Language on annexations and clause that balance of code is not invalid if a portion of code is found invalid by a court of law. Both new language required by FEMA.

10-13D-7: **DISTRICT BOUNDARIES**
Floodway District. No changes to permitted or conditional uses. Only significant change is to add language that requires automatic openings in buildings to equalize water pressure at times of flooding. Language required by FEMA.

Flood Fringe District. No changes to permitted or conditional uses. Changes made to requirements of flood proofing buildings requiring automatic openings in walls to equalize water pressure. Language required by FEMA.

10-13D-8: **SUBDIVISIONS**

One minor change requiring all new created lots to be able to contain a building pad outside the floodway.

10-13D-9: **REMOVAL OF SPECIAL FLOOD HAZARD AREA DESIGNATION**

No changes.

10-13D-10: **PUBLIC UTILITIES AND TRANSPORATION FACILITIES**

No changes.

10-13D-11: **ON SITE SEWAGE TREATMENT AND WATER SYSTEMS**

No changes.

10-13D-12: **MANUFACTURED HOMES AND PARKS; RECREATIONAL VEHICLES**

Primary change is removing the term "travel trailer and travel vehicle" and replace with recreational vehicle.

Requires any additions to be easily removed in case home needs to be moved due to flooding.

10-13D-13: **ADMINISTRATION AND ENFORCEMENT**

Expands on language when a building permit is required.

Added language requiring city to notify the DNR of applications for conditional use permits and variances at least 10 days prior to meeting in order to let DNR comment on application. This is similar to existing requirement in Shoreland and Critical Area overlay districts. The notice of decision must be mailed to the DNR within 10 days of decision.

The City must notify the DNR of any watercourse alterations and notify FEMA when physical changes increase or decrease the 100-year flood elevation.

Added additional variance criteria that must be analyzed when reviewing a variance. Required language by FEMA.

Definitions:

Also added four definitions of terms not currently in city code and making two minor modifications to two existing definitions.

Staff has worked with the DNR on the required revisions. The DNR has presented to the city a letter granting conditional approval of the floodplain ordinance amendments pending final city council approval and pending final FEMA approval.

ALTERNATIVES

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

A. **Approval.**

- Approval of an **Ordinance Amendment** to the Floodplain regulations adding required language from FEMA and the DNR and approval of new Flood Rate Insurance Maps (FIRM).

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.

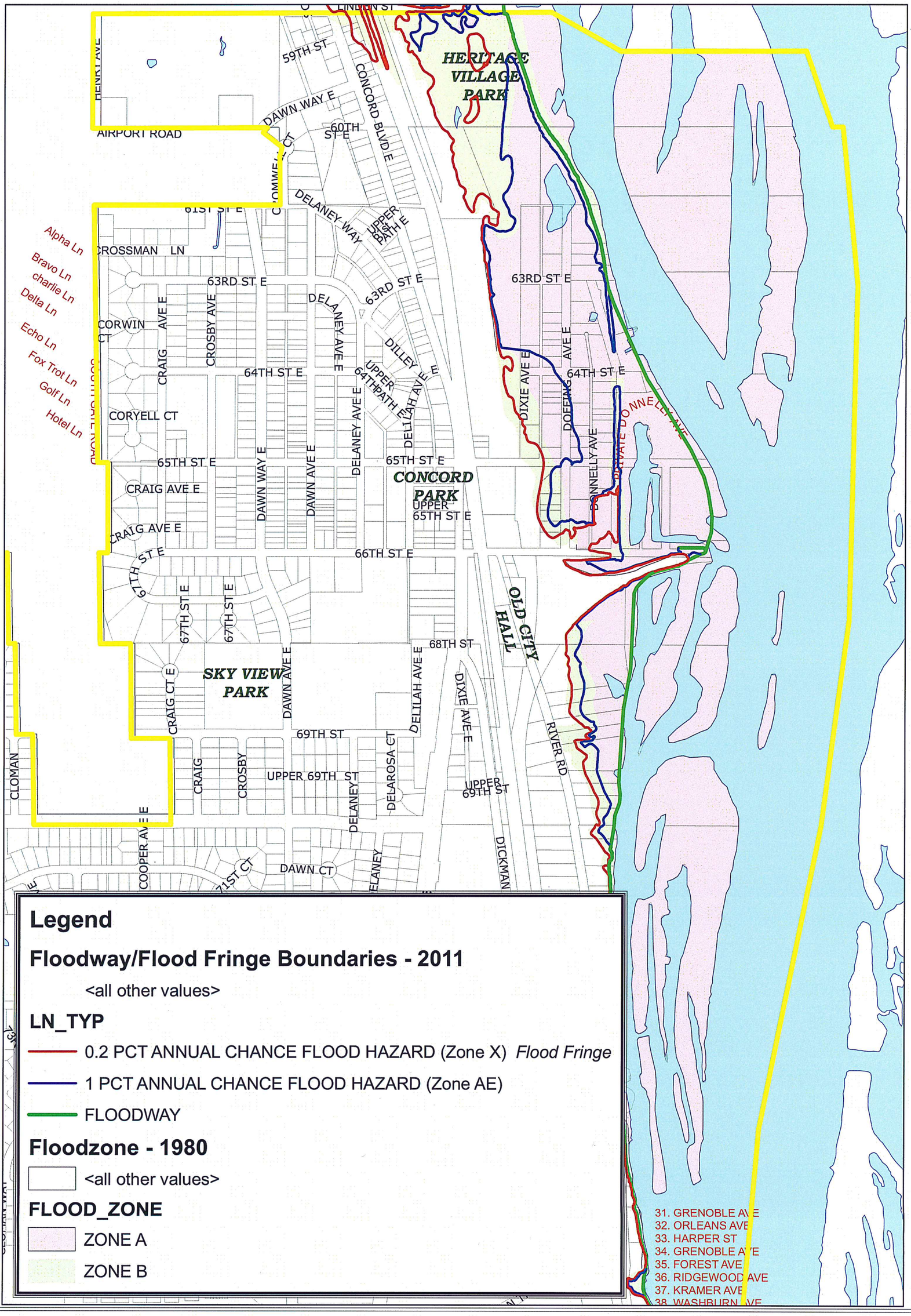
RECOMMENDATION

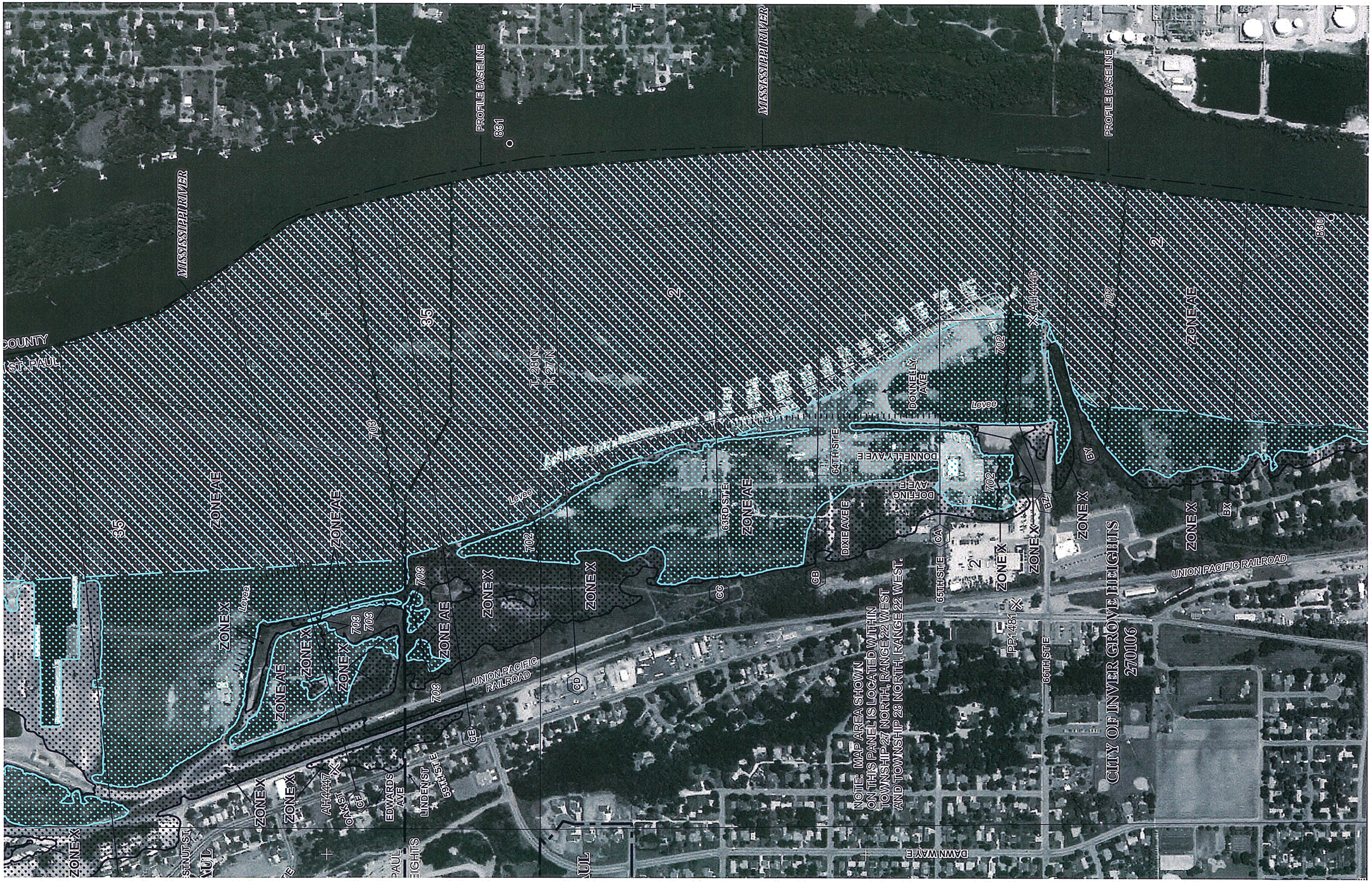
Staff recommends approval of the new FIRM maps and amendments to the Floodplain maps as proposed.

Attachment: Proposed Ordinance
FEMA FIRM Maps (4)
Map showing 1980 and 2011 floodplain boundaries

Inver Grove Heights

Map Showing Difference Between 1980 and 2011 Flood Boundaries





MISSISSIPPI RIVER
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831
MISSISSIPPI RIVER
PROFILE BASELINE
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COUNTY
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T. 28 N.
T. 27 N.
703
702
ZONE AE
AH4448
Levee
DONNELLY AVE
64TH ST E
DONNELLY AVE E
DOFFING AVE E
63RD ST E
DIXIE AVE E
65TH ST E
66TH ST E
BY
BZ
BX
CA
GB
GC
CD
GE
GF
ZONE X
UNION PACIFIC RAILROAD
59TH ST E
LINDEN ST
EDWARDS AVE
OAK ST
AH4447
PP1481
NOTE: MAP AREA SHOWN ON THIS PANEL IS LOCATED WITHIN TOWNSHIP 27 NORTH, RANGE 22 WEST AND TOWNSHIP 28 NORTH, RANGE 22 WEST.
CITY OF INVER GROVE HEIGHTS
270106
DAWN WAY E

MISSISSIPPI RIVER
PROFILE BASELINE
PROFILE BASELINE
WASHINGTON COUNTY
CITY OF INVER GROVE HEIGHTS
CITY OF INVER GROVE HEIGHTS
ZONE AE
ZONE X
ZONE X
701
829
828
700
RIVER RD
UNION PACIFIC RAILROAD
UNION PACIFIC RAILROAD
UNION PACIFIC RAILROAD
77TH ST E
77TH ST E
CONCORD
CITY OF INVER GROVE HEIGHTS
270106
11
14
NOTE: MAP AREA SHOWN
ON THIS PANEL IS LOCATED WITHIN
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RIVER HEIGHTS WAY
INVER GROVE TRL
CITY OF INVER GROVE HEIGHTS
270106
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DAKOTA CO
827
MISSISSIPPI RIVER
PROFILE BASELINE
ZONE AE
WASHINGTON COUNTY
CITY OF INVER
GROVE HEIGHTS
MISSISSIPPI RIVER
26
826
ZONE AE
PROFILE BASELINE
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35
MISSISSIPPI RIVER
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BF
BE
BD
IGHTS
IGHTS

COUNTY
GROVE HEIGHTS
PROFILE BASELINE
MISSISSIPPI RIVER
WASHINGTON COUNTY
CITY OF ROSEMOUNT
824
698
ZONE AE
ZONE X
ZONE AE
7
18
17
19
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AV
AU
AT
AS
CITY OF ROSEMOUNT
270113
PRIVATE RD
ZONE X
NOTE: MAP AREA SHOWN ON THIS PANEL IS LOCATED WITHIN
TOWNSHIP 27 NORTH, RANGE 22 WEST AND TOWNSHIP
115 NORTH, RANGE 18 WEST.
55
PINE BEND TRL
DOYLE PATH

AGENDA ITEM 7C

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Authorizing the Purchase of a Storm Water Management Facility Site on Portions of 4075 and 4095 78th Street for City Project No. 2011-02

Meeting Date:	September 12, 2011
Item Type:	Regular
Contact:	Thomas J. Kaldunski, 651.450.2572
Prepared by:	Thomas J. Kaldunski, City Engineer
Reviewed by:	Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

	None
	Amount included in current budget
	Budget amendment requested
	FTE included in current complement
	New FTE requested – N/A
X	Other: Capital Improvement Revolving Fund, SWCD Grants through the Clean Water Legacy Act

PURPOSE/ACTION REQUESTED

Approve a resolution authorizing the execution of a fee conveyance and assessment waiver agreement with the property owners of 4075 78th Street and 4095 78th Street for City Project No. 2011-02 – Storm Water Treatment Pond near 78th Street and Concord Boulevard.

SUMMARY

The City of Inver Grove Heights has completed street and utility improvements in this area of South Grove as part of City Project No. 2010-09D. That project included street reconstruction on 78th Street adjacent to these properties. Storm sewer improvements were also completed on the existing backyard easements.

Mr. and Mrs. Davin own the parcel at 4095 78th Street. Mr. Tony Brinkman owns the parcel at 4075 78th Street. Both parcels are anticipated to be assessed the appraiser-recommended capped amount of $4,000 on City Project No. 2010-09D. The attached agreements indicate the conditions of the assessment waiver that the property owners have agreed to as partial payment for the basin site. Each parcel would be assessed $4,000. The City is agreeing to fund the assessment payment in return for a portion of the sale price. The City hired Metzen Appraisals to determine the market value of each parcel. Offers were made based on the appraisals. The City Council authorized the City Engineer to complete the negotiations for the storm water treatment facility site at the April 11, 2011 Council meeting. Discussions with the landowners resulted in the following terms for the purchase of the site:

	4075 78th Street	4095 78th Street
Land Appraisal	$22,250	$32,000
Assessment Credit	$ 4,000	$ 4,000
Payment to Landowner	$18,250	$28,000
Tree Replacement Allowance	$ 2,250	$ 4,000
Fill to be provided from basin excavation	600 cy	300 cy

The City has also been working with the Dakota County SWCD for storm water treatment in the South Grove area. This area was identified in the subwatershed evaluation study authorized by the City Council. The SWCD's report indicated that constructing a storm water treatment facility on these parcels was an effective method to reduce pollutant loading into the Mississippi River. During

discussions with the SWCD and the property owners, it was determined that constructing a wet basin meeting the National Urban Runoff Protection (NURP) standards is the best use of this site. A concept of the NURP pond is attached. Earlier concepts included a rapid infiltration basin; however, the NURP pond will provide additional treatment and volume storage.

The SWCD has indicated that this storm water facility will be a competitive candidate for a Clean Water Assistant Project Grant. This program requires a 25% local match that will be provided by the City via this land purchase and the engineering design/construction administration service provided by the Engineering Division. The estimated construction cost for the basin is attached.

The City Council approved the feasibility study for City Project No. 2011-02 on April 11, 2011. Funding for the site purchase has been proposed through Capital Improvement Revolving Fund as outlined at the April 11, 2011 Council meeting. It is recommended that the City Council authorize the execution of these agreements and direct the City Attorney to complete the land acquisition. The City becomes eligible for the grant programs following the acquisition of the site. These purchases will require a separate City action to create the parcel splits. The Planning Division is working on that process.

TJK/kf
Attachments

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTON APPROVING THE NEGOTIATED PURCHASE AGREEMENT BETWEEN ANTHONY BRINKMAN AND THE CITY RELATING TO PROPERTY AT 4075 78TH STREET

RESOLUTION NO. _____

WHEREAS, Anthony Brinkman agreed that the City can acquire the fee title interest in a portion of their property per the terms of the Fee Conveyance and Assessment Appeal Waiver Agreement; and

WHEREAS, the City of Inver Grove Heights (the "City") and Anthony Brinkman have negotiated the terms and provisions of a purchase agreement whereby the City would acquire a portion of the Brinkman property for $24,500 and other valuable considerations outlined in the Agreement; and

WHEREAS, acquisition of the part of the Brinkman property will facilitate the construction of City Project No. 2011-02 and the acquisition serves such public purpose.

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

1. That the Mayor and Deputy Clerk are authorized to enter into and execute on behalf of the City the purchase agreement for Anthony Brinkman.

2. That the Engineering Department, the City Attorney, and Finance Director are authorized to take all action necessary pursuant to the purchase agreements to effectuate the transfer of the property to the City for $24,500 and other valuable consideration as outlined in the Agreement.

3. The purchase price and related costs shall be paid from the Capital Improvement Revolving Fund and other funds that have been allocated to City Project No. 2011-02.

Adopted this 12th day of September 2011.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTON APPROVING THE NEGOTIATED PURCHASE AGREEMENT BETWEEN ROGER AND MERRY LYNN DAVIN AND THE CITY RELATING TO PROPERTY AT 4095 78TH STREET

RESOLUTION NO. _____

WHEREAS, Roger and Merry Lynn Davin (the "Davins") agreed that the City can acquire the fee title interest in a portion of their property per the terms of the Fee Conveyance and Assessment Appeal Waiver Agreement; and

WHEREAS, the City of Inver Grove Heights (the "City") and the Davins have negotiated the terms and provisions of a purchase agreement whereby the City would acquire a portion of the Davin property for $36,000 and other valuable considerations outlined in the Agreement; and

WHEREAS, acquisition of the part of the Davin property will facilitate the construction of City Project No. 2011-02 and the acquisition serves such public purpose.

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

1. That the Mayor and Deputy Clerk are authorized to enter into and execute on behalf of the City the purchase agreement for Roger and Merry Lynn Davin.

2. That the Engineering Department, the City Attorney, and Finance Director are authorized to take all action necessary pursuant to the purchase agreements to effectuate the transfer of the property to the City for $36,000 and other valuable consideration as outlined in the Agreement.

3. The purchase price and related costs shall be paid from the Capital Improvement Revolving Fund and other funds that have been allocated to City Project No. 2011-02.

Adopted this 12th day of September 2011.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy Clerk

PREPARED BY: JDS

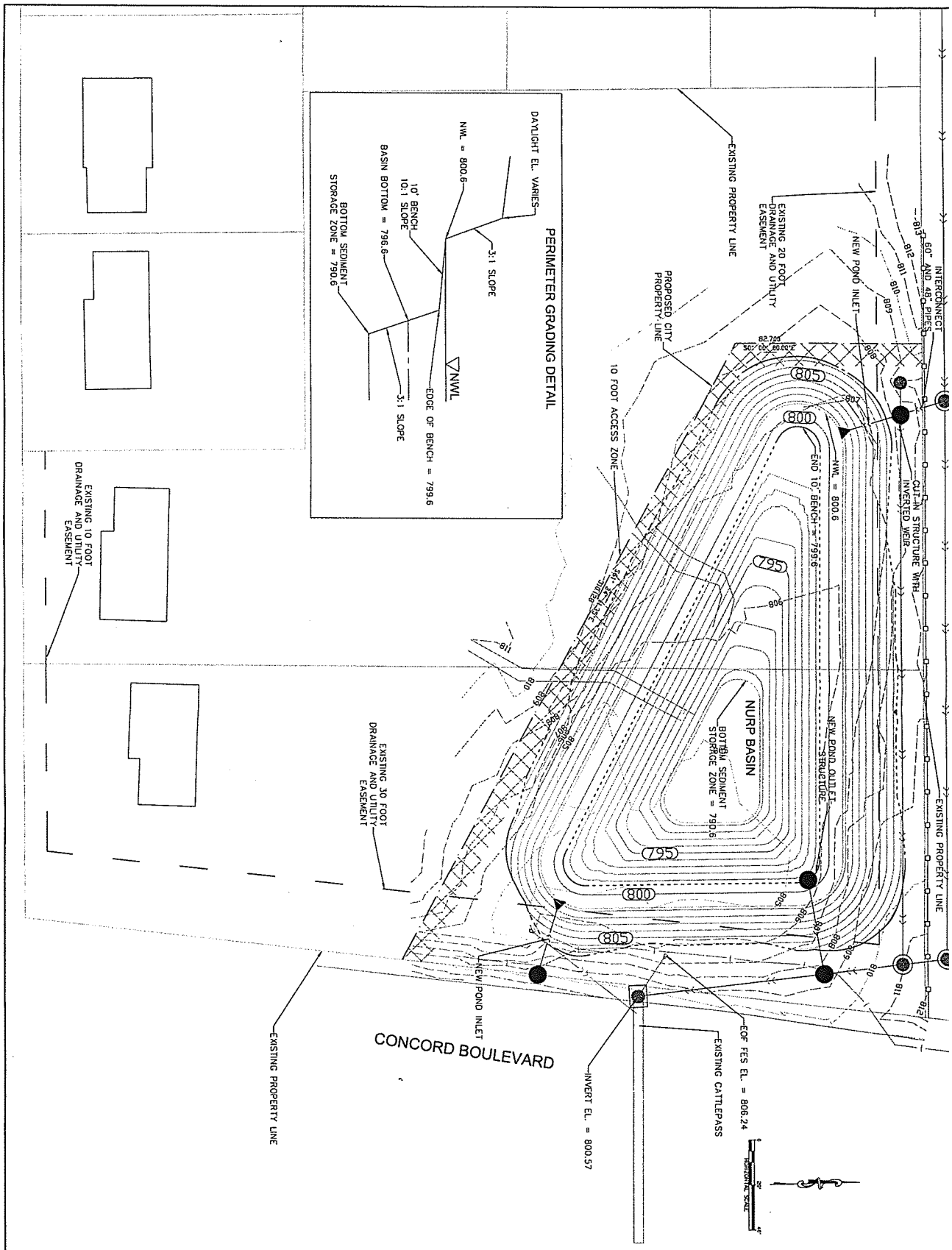
AUGUST 30, 2011

TABLE 1
CONCORD NURP POND
ENGINEER'S ESTIMATE

ITEM NO.	MN/DOT NO.	ITEM	UNIT	ESTIMATED QUANTITY		UNIT PRICE		TOTAL AMOUNT
	2021.501	MOBILIZATION	LS	1.00	$	10,000.00	$	10,000.00
	2101.501	CLEARING	ACRE	1.00	$	15,000.00	$	15,000.00
	2101.506	GRUBBING	ACRE	1.00	$	30,000.00	$	30,000.00
	2104.602	REMOVE EXISTING FES AND PIPE S OF CATTLE PASS	EA	1.00	$	1,000.00	$	1,000.00
	2105.501	COMMON EXCAVATION (P)	CY	8000.00	$	15.00	$	120,000.00
	2105.526	SELECT TOPSOIL BORROW (LV)	CY	250	$	20.00	$	5,000.00
	2211.501	AGGREGATE BASE CLASS 5	TON	50	$	15.00	$	750.00
	2501.602	RC PIPE APRON AND TRASH GUARD	EA	2.00	$	1,500.00	$	3,000.00
	2503.601	RC PIPE SEWER DESIGN 3006 CLASS III	LF	125.00	$	70.00	$	8,750.00
	2506.602	STORM SEWER MANHOLE (CUT IN)	EA	3.00	$	5,000.00	$	15,000.00
	2506.602	CONSTRUCT DRAINAGE STRUCTURE TYPE OUTLET CONTROL	EA	1.00	$	6,000.00	$	6,000.00
	2573.540	FILTER LOG, TYPE COMPOST	LF	1500.00	$	3.00	$	4,500.00
	2573.550	EROSION CONTROL SUPERVISOR	EA	1.00	$	1,000.00	$	1,000.00
	2575.605	NATIVE SEED MIX	LB	100.00	$	35.00	$	3,500.00
	2575.525	EROSION STABILIZATION MAT	SY	100.00	$	15.00	$	1,500.00
	2575.604	TERRASEEDING WITH NATIVE MIX	SY	100.00	$	3.00	$	300.00
	SPECIAL	SHRUBBERY ON SLOPES	LS	1.00	$	5,000.00	$	5,000.00
	SPECIAL	3 YEAR MAINTENANCE	LS	1	$	3,000.00	$	3,000.00
	SPECIAL	WATER USAGE ALLOWANCE	LS	1	$	1,500.00	$	1,500.00
						Total:	**$**	**234,800.00**

TOTAL CONSTRUCTION COST:	**$**	**234,800.00**
10% CONSTRUCTION CONTINGENCY:	**$**	**23,480.00**
28% LEAF:	**$**	**65,744.00**
TOTAL PROJECT COST:	**$**	**324,024.00**

Z:\PublicWorks\Engineering\PROJECTS_PUBLIC\2011_PROJECTS\2011-02_ConcordBioretentionBasin\CAD\Designs\ConcordPondAlt3.dwg



SHEET NO. 1 / 1	CONCORD NURP POND CONCEPT PLAN	City of Inver Grove Heights, 8150 Barbara Avenue, Inver Grove Heights, MN 55077, (651) 450-2570 Fax (651) 450-2502	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE STATE OF MINNESOTA STATUTES SECTION 326.02 TO 326.15. DATE: ____ MINN. REG. NO. 16798	DESIGN FILE: NA; DRAWN BY: JOS; DESIGN BY: JOS; CHKED. BY: TJK; DWG. NAME: ; DATE: 8/30/2011	REV. NO.	DATE	DESCRIPTION

CITY OF INVER GROVE HEIGHTS
FEE CONVEYANCE AND ASSESSMENT APPEAL WAIVER AGREEMENT WITH OWNER OF 4075 78th STREET EAST FOR CITY PROJECT NO. 2011-02 (STORM WATER TREATMENT POND AT 78th STREET AND CONCORD BOULEVARD)

THIS AGREEMENT FOR A FEE CONVEYANCE AND ASSESSMENT APPEAL WAIVER ("Agreement") is entered into and effective as of the _____ day of _____, 2011 ("Agreement Date"), by and between Anthony Brinkman, a single person (the "Owner"), and the City of Inver Grove Heights, a Minnesota municipal corporation (the "City").

WITNESSETH:

WHEREAS, the Owner owns Real Property addressed as 4075 78th Street East, Inver Grove Heights, MN 55076 (Dakota County Property Tax I.D. No. 20-11701-011-01); and

WHEREAS, the Owner is willing to provide the City with an Fee Conveyance (pursuant to a Warranty Deed) over the Real Property in return for the City's agreement to pay the estimated fair market value of the Fee Conveyance; and

WHEREAS, the City has located storm water ponding improvements for the Project upon the Real Property as desired by the Owner to minimize tree loss; and

WHEREAS, the City is willing to pay and the Owner is willing to accept partial compensation for the estimated fair market value of the Fee Conveyance in the form of a prepayment of pending assessments against the Real Property as outlined in this Agreement; and

WHEREAS, the Owner is willing to waive assessment due process and assessment appeal rights pursuant to Minnesota Statutes, Chapter 429 in the manner authorized by Minnesota Statutes § 462.3531.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

ARTICLE I
THE AGREEMENT

Section 1.01 Purpose. The purpose of this Agreement is to define the rights and obligations of the City and the Owner with respect to the City's payment of compensation for the estimated fair market value of the Fee Conveyance needed to install storm water ponding improvements upon the Real Property in connection with the City's Project.

Section 1.02 Cooperation. The City and the Owner shall cooperate and use their respective commercially reasonable efforts to ensure the most expeditious implementation of the various provisions of this Agreement.

Section 1.03 Term. The term of this Agreement shall commence on the Agreement Date and shall be perpetual.

Section 1.04 Recitals. The above recitals above are true and correct as of the date hereof and constitute a part of this Agreement.

ARTICLE II
DEFINITIONS

Section 2.01 Definitions. The following are terms used in this Agreement. Their meanings as used in this Agreement shall be expressly indicated below, unless the context of this Agreement requires otherwise:

(a) Agreement: This agreement for a fee conveyance and for an assessment appeal waiver.

(b) Agreement Date: The date written in the first paragraph of the Agreement.

(c) City: The City of Inver Grove Heights, a Minnesota municipal corporation.

(d) Fee Payment: $22,250.00 representing the estimated fair market value of the Fee Conveyance in the amount of $20,000.00 together with a negotiated $2,250.00 amount to be paid to the Owner for the loss of tree screening, or for the Owner to pay for and install additional trees upon Owner's remaining property (i.e. not on the Fee Conveyance property) for screening purposes as may be desired by the Owner.

(e) Fee Conveyance: The Owner's execution and delivery of the Warranty Deed to the City.

(f) Project: The City's Project No. 2011-02 Storm Water Treatment Pond at 78th Street and Concord Boulevard providing for various storm water ponding improvements.

(g) Owner: Anthony Brinkman, a single person.

(h) Real Property: The real property legally described in Exhibit No. 1A addressed as 4075 78th Street East, Inver Grove Heights, MN 55076 (Dakota County Property Tax I.D. No. 20-11701-011-01).

(i) Real Property Pending Street and Storm Sewer Assessment: A $4,000.00 pending assessment arising from City Project 2010-09D South Grove Area 5 Street and Storm Sewer Improvements.

(j) Warranty Deed: The warranty deed form attached hereto in Exhibit No. 1B.

ARTICLE III
COVENANTS AND AGREEMENTS

Section 3.01 Covenants and Agreements of the Owner. The Owner covenants and agrees with the City that:

(a) Fee Conveyance: Owner, in consideration of Fee Payment and other good and valuable consideration, does hereby agree to grant and convey to the City the fee ownership in that part of the Real Property described in the Warranty Deed attached hereto as Exhibit No. 1B and depicted in the sketch attached hereto as Exhibit No. 2. Owner hereby agrees to execute and deliver to the City a separate and recordable copy of the Warranty Deed attached hereto as Exhibit No. 1B. Said Warranty Deed shall be executed contemporaneously by the Owner with this Agreement. The City acknowledges that this Agreement and the Warranty Deed have been reviewed and approved by City staff, but must be presented to the City Council for approval.

(b) Real Property Assessment Appeal Waiver: Owner hereby authorizes the City to levy an assessment against the Real Property up to an amount of $4,000.00 for City Project 2010-09D South Grove Area 5 Street and Storm Sewer Improvements representing the Real Property Pending Street and Storm Sewer Assessment. Owner also authorizes the City to prepay the entire amount of said pending assessment against Real Property in amount of $4,000.00 using part of the Fee Payment (defined in Article II, Section 2.01(d)).

The Owner hereby waives all rights to assessment notices, hearings and appeals, and all other rights pursuant to Minnesota Statutes, Chapter 429 (including, but not limited to, § 429.031, § 429.041, § 429.051, § 429.061, § 429.071 and § 429.081) for the assessment against the Real Property up to $4,000.00. The Owner hereby waives any and all procedural and substantive objections to the assessment up to the $4,000.00 against the Real Property, including, but not limited to, notice and hearing

requirements and any claim that any or all of said $4,000.00 assessment amount against the Real Property exceeds the benefit to the Real Property for the City Project 2010-09D South Grove Area 5 Street and Storm Sewer Improvements. The Owner acknowledges that Owner believes that the benefit of the City Project 2010-09D South Grove Area 5 Street and Storm Sewer Improvements to the Real Property does in fact equal or exceed the amount of the assessments against the Real Property.

The City and the Owner acknowledge and agree that this waiver of assessment appeal rights for the Real Property pursuant to Minnesota Statutes, Chapter 429, is capped at the $4,000.00 (Real Property Pending Street and Storm Sewer Assessment) amount by operation of Minn. Stat. § 462.3531, and if or to the extent the assessment is increased for any reason, Owner shall have full rights of appeal pursuant to Minnesota Statutes, Chapter 429 for any assessment levied against the Real Property over said $4,000.00 cap.

Section 3.02 Covenants and Agreements of the City. The City covenants and agrees with the Owner that:

(a) Payment of Fee Payment (defined in Article II, Section 2.01(d)): The City agrees that the City shall use Owner's Fee Payment to first prepay the Real Property Pending Street and Storm Sewer Assessment pursuant to Section 3.01(b) above. The City also agrees to send the Owner a check for the balance of the Fee Payment less the Real Property Pending Street and Storm Sewer Assessment (i.e. $22,250.00 - $4,000.00 = $18,250.00) within 60 days of the Owner's execution of this Agreement. The City shall send said check made payable to the Owner for the balance of the Fee Payment to the address for the Owner shown in Article V, Section 5.01 below.

(b) City Payment of State Deed Tax and Recording Fees: The City agrees to pay the State Deed Tax and recording fees required for the recording of the Warranty Deed attached hereto as Exhibit No. 2 as well as the recording fees for the recording of this Agreement.

(c) City Recording of this Agreement: If the City Council fails to approve this Agreement within 60 days of the Owner's execution of this Agreement, the City agrees to return any and all executed copies of this Agreement and the Warranty Deed to the Owner. The City also agrees that the City will not record this Agreement and the Warranty Deed until the City has delivered a fully executed copy of this Agreement to the Owner, and not until the City has mailed a check for the balance of the Fee Payment pursuant to Section 3.02 (a) above.

(d) City Payment of $2,250.00 for Owner Purchased and Installed Tree Replacement: The City hereby agrees to pay the Owner a total of $2,250.00 for the Owner to

purchase and install approximately nine (9) trees at an estimated cost of $250.00 per replacement tree upon the Owner's remaining Real Property (and not on that part of the Real Property conveyed to the City pursuant to this Agreement). The City's payment of said $2,250.00 may be used by the Owner to purchase and install more or less than nine (9) replacement trees that are either more or less expensive than $250.00 per replacement tree. The Owner is also free to choose the replacement tree species and may purchase and install any said replacement trees at any time, or the Owner may choose to spend the $2,250.00 on other forms of landscaping, or the Owner may choose not to purchase or install any replacement trees after apprising the view of the City's completed Project. The City agrees to send the Owner a check for $2,250.00 (or the City may send a combined check for $2,250.00 together with the above-referenced $18,250.00 check) within 60 days of the Owner's execution of this Agreement. The City shall send said check made payable to the Owner for the balance of the Fee Payment to the address for the Owner shown in Article V, Section 5.01 below. The Owner acknowledges and agrees that the Owner shall be solely responsible for performing any purchase, installation, maintenance and/or replacement of any trees planted upon Owner's remaining Real Property.

(e) City Project Area Landscape Plan: The City intends to create a landscape plan for the City's Project area owned in fee by the City. The City agrees to present the Owner with a draft copy of said landscape plan and give the Owner an opportunity to comment on the landscape plan prior to finalization and implementation of the landscape plan. The Owner acknowledges and agrees that the City will retain the decision making authority to proceed with a landscaping plan that will not interfere with the operation of the Project and which is financially feasible based upon the City's Project construction budget.

(f) City to Attempt to Make Excess Excavation Fill Available to Owner: The Owner has requested that the City make approximately six hundred (600) cubic yards of anticipated excess clean excavation fill available to the Owner. The City anticipates that the City's Project will yield approximately six hundred (600) cubic yards of excess clean fill that may be placed on Owner's remaining Real Property by the City's construction contractor. The Owner, however, acknowledges that the City cannot guarantee that there will be sufficient excess clean fill that can be feasibly delivered and placed upon the Owner's remaining Real Property with the equipment that the City's contractor utilizes for the construction of the City's Project. The City agrees that the City will direct the City's construction contractor to attempt to work with the Owner to deliver and place approximately six hundred (600) cubic yards of anticipated excess clean excavation fill upon the Owner's remaining Real Property provided that 1) the Owner has provided the City with a grading plan, a drainage plan, and an erosion control plan, 2) the Owner has secured any City or other governmental permit(s) required for the Owner's grading activity, and 3) the Owner has granted the City and its contractor

a right-of-entry and waiver of trespass to enter into Owner's remaining Real Property as may be directed by the Owner. The Owner acknowledges and agrees that the City's contractor's equipment necessary to deliver and place approximately six hundred (600) cubic yards of anticipated excess clean excavation fill may destroy grass, bushes, trees and other vegetation and may result in the compaction of soil. The Owner also acknowledges and agrees that the City's contractor will be directed by the City to attempt to deliver and place the fill with existing Project equipment and said fill will not be graded by the City's contractor within Owner's remaining Real Property. The Owner acknowledges and agrees that the City's contractor will probably use large existing Project construction equipment that will essentially "dump" approximately six hundred (600) cubic yards of anticipated excess clean excavation fill in an area upon Owner's remaining Real Property as designated by the Owner, and the Owner agrees that the Owner shall be solely responsible for the cost and performance of grading, erosion control, silt fencing, top soil placement, seed/sod establishment and all other restoration work required within Owner's remaining Real Property.

ARTICLE IV
RELEASE

Section 4.01 **Release.** The Owner agrees that the City, its officials, employees, agents and contractors shall not be liable to the Owner, or any subsequent owner of the Property, for any damage to the Property or Owner's personal property from any cause arising directly or indirectly from the terms of this Agreement, and the Owner waives all claims and hereby releases the City, its officials, employees, agents and contractors of and from all claims for injury to person(s) or damage to real or personal property arising for any reason from the transaction or actions contemplated by this Agreement. Furthermore the Owner agrees that the City, its officials, employees, agents and contractors shall not be liable to the Owner, or any subsequent owner of the Property, for any costs expense or damage arising directly or indirectly from the delivery or placement of anticipated excess clean fill arising from the City's Project or from the activities of the City's contractor upon the Owner's remaining Real Property as may be authorized and directed by the Owner or arising from the compaction of soil by construction equipment delivering excess fill or arising from the quality, quantity, impurity and/or contamination of the fill material, and the Owner waives all claims and hereby releases the City, its officials, employees, agents and contractors of and from all claims for injury to person(s) or damage to real or personal property arising from the Owner's performance of grading, erosion control, silt fencing, top soil placement, seed/sod establishment and all other restoration work required within Owner's remaining Real Property including, but not limited to, any unintended drainage patterns created by Owner's grading work.

ARTICLE V
DEFAULT

Section 5.01 Default. If a party to this Agreement materially defaults in the due and timely performance of any of its covenants, or agreements hereunder, the other party(s) may give notice of default of this Agreement. The notice shall specify with particularity the default or defaults on which the notice is based. The notice shall specify a 10 day cure period within which the specified default or defaults must be cured. If the specified defaults are not cured within the cure period, the other party(s) may pursue all remedies and sanctions available at law and in equity, including specific performance.

ARTICLE VI
GENERAL PROVISIONS

Section 6.01 Notices. All notices, requests, demands or other communications required or permitted by this Agreement shall be in writing and delivery shall be deemed to be sufficient if delivered personally or by registered or certified mail, return receipt accepted, postage prepaid, addressed as follows:

If to the City:

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

If to the Owner:

Anthony Brinkman
4075 78th Street East
Inver Grove Heights, MN 55076

Section 6.02 Non-Assignability. The City shall not assign any interest in this Agreement or transfer any interest in the same without the prior written consent of Owner.

Section 6.03 Binding Effect. This Agreement and the terms, conditions and covenants contained herein and the transaction contemplated hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives, and permitted assigns. This Agreement shall further be binding on subsequent purchasers of the Real Property and shall run with the Real Property herein described.

Section 6.04 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 6.05 Amendments, Changes and Modifications. This Agreement may be amended or any of its terms modified or changed only by a written amendment authorized and executed by the City and the Owner.

Section 6.06 Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.07 **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

Section 6.08 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

Section 6.09 **Cautions.** The captions and the headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

Section 6.10 **Recording.** This Agreement may be recorded by the City with the Dakota County Recorder and/or Registrar of Titles at the City's expense.

Section 6.11 **Notice To Buyers.** The Owner agrees to notify and provide any buyer of the Real Property with an executed copy of this Agreement if the Owner sells any interest in the Real Property following the execution of this Agreement by both the Owner and the City, but before the recording of this Agreement with the Dakota County Recorder and/or Registrar of Titles.

Section 6.12 **Hazardous Substances.** The Owner agrees that the City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the Real Property prior to the date hereof, except to the extent caused by or resulting from the acts or omissions of the City, its agents or employees.

Section 6.13 **Governmental Immunity.** Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes, Chapter 466.

[remainder of the page left blank intentionally]

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

OWNER: ANTHONY BRINKMAN

By: _____
Anthony Brinkman

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 16th day of ~~April~~ August, 2011, before me a Notary Public within and for said County, personally appeared Anthony Brinkman, a single person.

KATHLEEN JOAN FISCHER
Notary Public - Notarial Seal
My Commission Expires
January 31, 2015

_____
Notary Public

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

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

_____
Notary Public

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 No. 1A

LEGAL DESCRIPTION OF THE REAL PROPERTY
(abstract property)

Lot One (1), Block One (1), Appelbaum's 2nd Addition, Dakota County, Minnesota, Except the East 6.2 feet of the South 106 feet thereof.

Exhibit No. 1B

(Top 3 inches reserved for recording date)

WARRANTY DEED
Individual(s) to Business Entity
10.1.3(2011)

Minnesota Uniform Conveyancing Blanks Form

DEED TAX DUE: $_____ DATE: _____
(month/day/year)

FOR VALUABLE CONSIDERATION: Anthony Brinkman, a single person _____ **("Grantor"),**
(insert name and marital status of each Grantor)

hereby conveys and warrants to City of Inver Grove Heights _____
(insert name of each Grantee)

a municipal corporation under the laws of Minnesota _____ **("Grantee"),**

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

See Exhibit A, which is attached hereto and made a part hereof.

That part of Lot 1, Block 1, APPELBAUM'S 2ND ADDITION, described as follows:

Commencing at the Northeast Corner of said Lot 1; thence South 00° 18' 08" East (assumed bearing) along the east line of said Lot 1 a distance of 162.40 feet; thence North 61° 13' 19" West a distance of 166.06 feet; thence North 00° 20' 53" East a distance of 82.68 feet; thence South 89 54' 29" East a distance of 144.19 feet to the point of beginning and there terminating.

Check here if all or part of the described real property is Registered (Torrens) ☐

Together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

Building and zoning laws, ordinances, state and federal regulations; Restrictions related to use or improvements of the property without effective forfeiture provisions; Reservations of any mineral rights by the State of Minnesota; Easements of record.

Check applicable box:

☒ The Seller certifies that the Seller does not know of any wells on the described property.

☐ A well disclosure certificate accompanies this document or has been electronically filed (If electronically filed, insert WDC number: _____.)

☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

Anthony Brinkman
(signature)

_____
(signature)

State of Minnesota, County of _____

This instrument was acknowledged before me on 8-16-11 (month/day/year), by Anthony Brinkman, a single person
(insert name and marital status of each Grantor)

(Stamp)

KATHLEEN JOAN FISCHER
Notary Public - Notarial Seal
My Commission Expires
January 31, 2015

Kathleen J. Fischer
(signature of notarial officer)

_____
Title (and Rank): _____

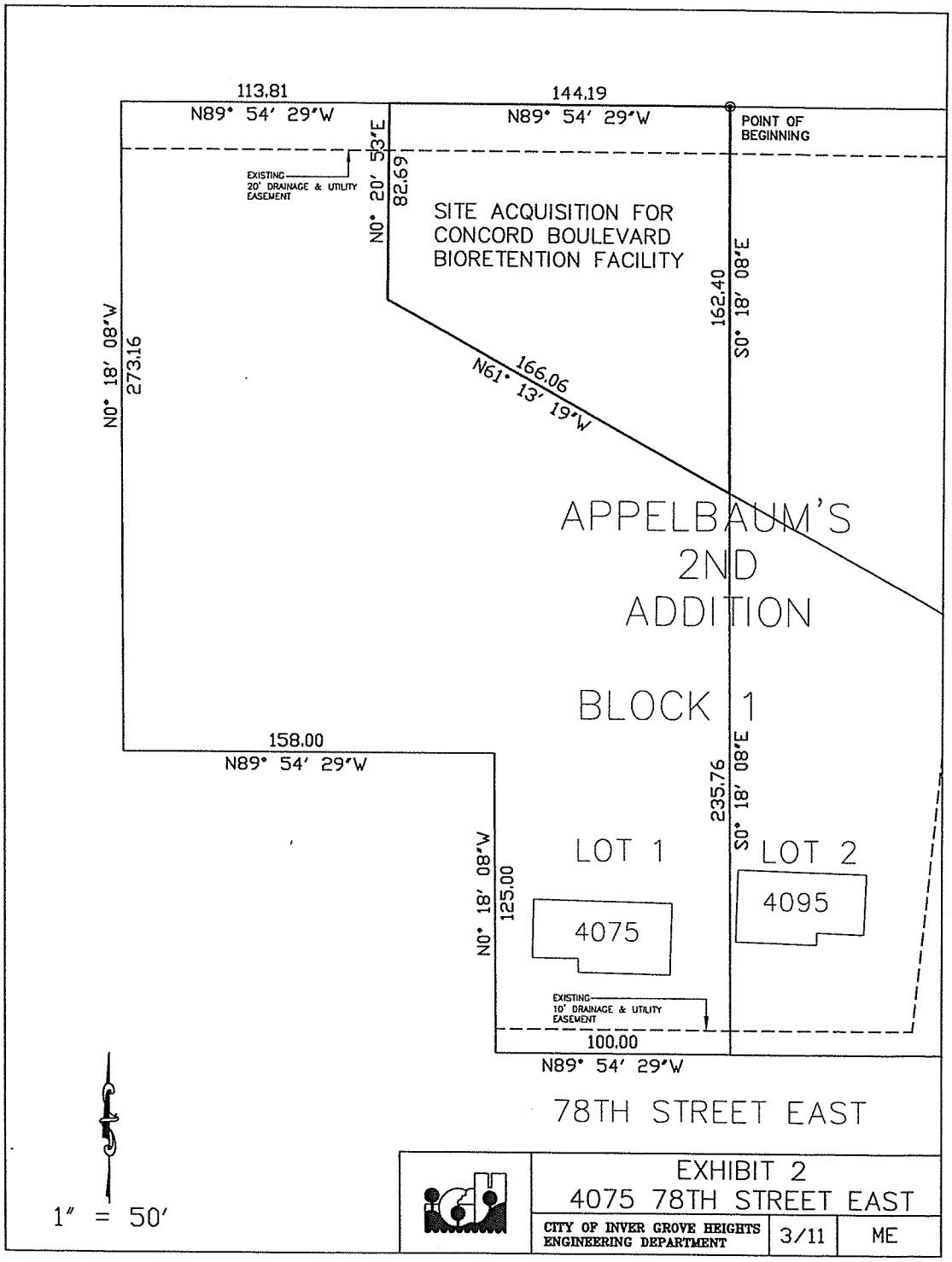
My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
Timothy J. Kuntz
IGH City Attorney
633 South Concord Street, Suite 400
South St. Paul, MN 55075

TAX STATEMENTS FOR THE REAL PROPERTY (insert name and address) DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
(insert legal name and residential or business address of Grantor)

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

Exhibit No. 2


113.81
N89° 54' 29"W
144.19
N89° 54' 29"W
POINT OF BEGINNING
EXISTING 20' DRAINAGE & UTILITY EASEMENT
N0° 20' 53"E
82.69
SITE ACQUISITION FOR CONCORD BOULEVARD BIORETENTION FACILITY
162.40
S0° 18' 08"E
N0° 18' 08"W
273.16
166.06
N61° 13' 19"W
APPELBAUM'S 2ND ADDITION
BLOCK 1
158.00
N89° 54' 29"W
235.76
S0° 18' 08"E
LOT 1
LOT 2
4075
4095
N0° 18' 08"W
125.00
EXISTING 10' DRAINAGE & UTILITY EASEMENT
100.00
N89° 54' 29"W
78TH STREET EAST
1" = 50'
EXHIBIT 2
4075 78TH STREET EAST
CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT
3/11
ME

CITY OF INVER GROVE HEIGHTS
FEE CONVEYANCE AND ASSESSMENT APPEAL WAIVER AGREEMENT
WITH OWNER OF 4095 - 78th STREET EAST FOR CITY PROJECT NO. 2011-02
(STORM WATER TREATMENT POND AT 78th STREET
AND CONCORD BOULEVARD)

THIS AGREEMENT FOR A FEE CONVEYANCE AND ASSESSMENT APPEAL WAIVER ("Agreement") is entered into and effective as of the _____ day of August, 2011 ("Agreement Date"), by and between Roger Davin and Merry Lynn Davin (f.k.a. Merry Lynn Bushey and f.k.a Mary Lynn Bushey), husband and wife (the "Owner"), and the City of Inver Grove Heights, a Minnesota municipal corporation (the "City").

WITNESSETH:

WHEREAS, the Owner owns Real Property addressed as 4095 78th Street East, Inver Grove Heights, MN 55076 (Dakota County Property Tax I.D. No. 20-11701-021-01); and

WHEREAS, the Owner is willing to provide the City with an Fee Conveyance (pursuant to a Warranty Deed) over the Real Property in return for the City's agreement to pay the estimated fair market value of the Fee Conveyance; and

WHEREAS, the City has located storm water ponding improvements for the Project upon the Real Property as desired by the Owner to minimize tree loss; and

WHEREAS, the City is willing to pay and the Owner is willing to accept partial compensation for the estimated fair market value of the Fee Conveyance in the form of a prepayment of pending assessments against the Real Property as outlined in this Agreement; and

WHEREAS, the Owner is willing to waive assessment due process and assessment appeal rights pursuant to Minnesota Statutes, Chapter 429 in the manner authorized by Minnesota Statutes § 462.3531.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

ARTICLE I
THE AGREEMENT

Section 1.01 Purpose. The purpose of this Agreement is to define the rights and obligations of the City and the Owner with respect to the City's payment of compensation for the estimated fair market value of the Fee Conveyance needed to install storm water ponding improvements upon the Real Property in connection with the City's Project.

Section 1.02 Cooperation. The City and the Owner shall cooperate and use their respective commercially reasonable efforts to ensure the most expeditious implementation of the various provisions of this Agreement.

Section 1.03 Term. The term of this Agreement shall commence on the Agreement Date and shall be perpetual.

Section 1.04 Recitals. The above recitals above are true and correct as of the date hereof and constitute a part of this Agreement.

ARTICLE II
DEFINITIONS

Section 2.01 Definitions. The following are terms used in this Agreement. Their meanings as used in this Agreement shall be expressly indicated below, unless the context of this Agreement requires otherwise:

(a) Agreement: This agreement for a fee conveyance and for an assessment appeal waiver.

(b) Agreement Date: The date written in the first paragraph of the Agreement.

(c) City: The City of Inver Grove Heights, a Minnesota municipal corporation.

(d) Fee Payment: The estimated fair market value of the Fee Conveyance in the amount of $32,000.00.

(e) Fee Conveyance: The Owner's execution and delivery of the Warranty Deed to the City.

(f) Project: The City's Project No. 2011-02 Storm Water Treatment Pond at 78th Street and Concord Boulevard providing for various storm water ponding improvements.

(g) Owner: Roger Davin and Merry Lynn Davin (f.k.a. Merry Lynn Bushey and Mary Lynn Bushey), husband and wife.

(h) Real Property: The real property legally described in Exhibit No. 1A addressed as 4095 78th Street East, Inver Grove Heights, MN 55076 (Dakota County Property Tax I.D. No. 20-11701-021-01).

(i) Real Property Pending Street and Storm Sewer Assessment: A $4,000.00 pending assessment arising from City Project 2010-09D South Grove Area 5 Street and Storm Sewer Improvements.

(j) Warranty Deed: The warranty deed form attached hereto in Exhibit No. 1B.

ARTICLE III
COVENANTS AND AGREEMENTS

Section 3.01 Covenants and Agreements of the Owner. The Owner covenants and agrees with the City that:

(a) Fee Conveyance: Owner, in consideration of Fee Payment and other good and valuable consideration, does hereby agree to grant and convey to the City the fee ownership in that part of the Real Property described in the Warranty Deed attached hereto as Exhibit No. 1B and depicted in the sketch attached hereto as Exhibit No. 2. Owner hereby agrees to execute and deliver to the City a separate and recordable copy of the Warranty Deed attached hereto as Exhibit No. 1A. Said Warranty Deed shall be executed contemporaneously by the Owner with this Agreement. The City acknowledges that this Agreement and the Warranty Deed have been reviewed and approved by City staff, but must be presented to the City Council for approval.

(b) Real Property Assessment Appeal Waiver: Owner hereby authorizes the City to levy an assessment against the Real Property up to an amount of $4,000.00 for City Project 2010-09D South Grove Area 5 Street and Storm Sewer Improvements representing the Real Property Pending Street and Storm Sewer Assessment. Owner also authorizes the City to prepay the entire amount of said pending assessment against Real Property in amount of $4,000.00 using part of the Fee Payment (defined in Article II, Section 2.01(d)).

The Owner hereby waives all rights to assessment notices, hearings and appeals, and all other rights pursuant to Minnesota Statutes, Chapter 429 (including, but not limited to, § 429.031, § 429.041, § 429.051, § 429.061, § 429.071 and § 429.081) for the assessment against the Real Property up to $4,000.00. The Owner hereby waives any and all procedural and substantive objections to the assessment up to the $4,000.00 against the Real Property, including, but not limited to, notice and hearing requirements and any claim that any or all of said $4,000.00 assessment amount against the Real Property exceeds the benefit to the Real Property for the City

Project 2010-09D South Grove Area 5 Street and Storm Sewer Improvements. The Owner acknowledges that Owner believes that the benefit of the City Project 2010-09D South Grove Area 5 Street and Storm Sewer Improvements to the Real Property does in fact equal or exceed the amount of the assessments against the Real Property.

The City and the Owner acknowledge and agree that this waiver of assessment appeal rights for the Real Property pursuant to Minnesota Statutes, Chapter 429, is capped at the $4,000.00 (Real Property Pending Street and Storm Sewer Assessment) amount by operation of Minn. Stat. § 462.3531, and if or to the extent the assessment is increased for any reason, Owner shall have full rights of appeal pursuant to Minnesota Statutes, Chapter 429 for any assessment levied against the Real Property over said $4,000.00 cap.

Section 3.02 Covenants and Agreements of the City. The City covenants and agrees with the Owner that:

(a) Payment of Fee Payment (defined in Article II, Section 2.01(d)): The City agrees that the City shall use Owner's Fee Payment to first prepay the Real Property Pending Street and Storm Sewer Assessment pursuant to Section 3.01(b) above. The City also agrees to send the Owner a check for the balance of the Fee Payment less the Real Property Pending Street and Storm Sewer Assessment (i.e. $32,000.00 - $4,000.00 = $28,000.00) within 60 days of the Owner's execution of this Agreement. The City shall send said check made payable to the Owner for the balance of the Fee Payment to the address for the Owner shown in Article V, Section 5.01 below.

(b) City Payment of State Deed Tax and Recording Fees: The City agrees to pay the State Deed Tax and recording fees required for the recording of the Warranty Deed attached hereto as Exhibit No. 1A as well as the recording fees for the recording of this Agreement.

(c) City Recording of this Agreement: If the City Council fails to approve this Agreement within 60 days of the Owner's execution of this Agreement, the City agrees to return any and all executed copies of this Agreement and the Warranty Deed to the Owner. The City also agrees that the City will not record this Agreement and the Warranty Deed until the City has delivered a fully executed copy of this Agreement to the Owner, and not until the City has mailed a check for the balance of the Fee Payment pursuant to Section 3.02 (a) above.

(d) City Payment of $4,000.00 for Owner Purchased and Installed Tree Replacement: The City hereby agrees to pay the Owner a total of $4,000.00 for the Owner to purchase and install approximately ten (10) trees at an estimated cost of $400.00 per replacement tree upon the Owner's remaining Real Property (and not on that part of the Real Property conveyed to the City pursuant to this Agreement). The City's payment of said $4,000.00 may be used by the Owner to purchase and install more

or less than ten (10) replacement trees that are either more or less expensive than $400.00 per replacement tree. The Owner is also free to choose the replacement tree species and may purchase and install any said replacement trees at any time, or the Owner may choose to spend the $4,000.00 on other forms of landscaping, or the Owner may choose not to purchase or install any replacement trees after apprising the view of the City's completed Project. The City agrees to send the Owner a check for $4,000.00 (or the City may send a combined check for $4,000.00 together with the above-referenced $28,000.00 check) within 60 days of the Owner's execution of this Agreement. The City shall send said check made payable to the Owner for the balance of the Fee Payment to the address for the Owner shown in Article V, Section 5.01 below. The Owner acknowledges and agrees that the Owner shall be solely responsible for performing any purchase, installation, maintenance and/or replacement of any trees planted upon Owner's remaining Real Property.

(e) City Project Area Landscape Plan: The City intends to create a landscape plan for the City's Project area owned in fee by the City. The City agrees to present the Owner with a draft copy of said landscape plan and give the Owner an opportunity to comment on the landscape plan prior to finalization and implementation of the landscape plan. The Owner acknowledges and agrees that the City will retain the decision making authority to proceed with a landscaping plan that will not interfere with the operation of the Project and which is financially feasible based upon the City's Project construction budget.

(f) City to Attempt to Make Excess Excavation Fill Available to Owner: The Owner has requested that the City make approximately three hundred (300) cubic yards of anticipated excess clean excavation fill available to the Owner. The City anticipates that the City's Project will yield approximately three hundred (300) cubic yards of excess clean fill that may be placed near Owner's existing fire pit/garden area by the City's construction contractor. The Owner, however, acknowledges that the City cannot guarantee that there will be sufficient excess clean fill that can be feasibly delivered and placed upon the Owner's remaining Real Property with the equipment that the City's contractor utilizes for the construction of the City's Project. The City agrees that the City will direct the City's construction contractor to attempt to work with the Owner to deliver and place approximately three hundred (300) cubic yards of anticipated excess clean excavation fill upon the Owner's remaining Real Property provided that 1) the Owner has provided the City with a grading plan, 2) the Owner has secured any City or other governmental permit(s) required for the Owner's grading activity, and 3) the Owner has granted the City and its contractor a right-of-entry and waiver of trespass to enter into Owner's remaining Real Property as may be directed by the Owner. The Owner acknowledges and agrees that the City's contractor's equipment necessary to deliver and place approximately three hundred (300) cubic yards of anticipated excess clean excavation fill may destroy grass, bushes, trees and other vegetation and may result in the compaction of soil. The Owner also acknowledges and agrees that the City's contractor will be directed by the City to attempt to deliver and place the fill with existing Project equipment and said fill will not be graded by the City's contractor within Owner's remaining

Real Property. The Owner acknowledges and agrees that the City's contractor will probably use large existing Project construction equipment that will essentially "dump" approximately three hundred (300) cubic yards of anticipated excess clean excavation fill in an area upon Owner's remaining Real Property as designated by the Owner, and the Owner agrees that the Owner shall be solely responsible for the cost and performance of grading, erosion control, silt fencing, top soil placement, seed/sod establishment and all other restoration work required within Owner's remaining Real Property.

ARTICLE IV
RELEASE

Section 4.01 Release. The Owner agrees that the City, its officials, employees, agents and contractors shall not be liable to the Owner, or any subsequent owner of the Property, for any damage to the Property or Owner's personal property from any cause arising directly or indirectly from the terms of this Agreement, and the Owner waives all claims and hereby releases the City, its officials, employees, agents and contractors of and from all claims for injury to person(s) or damage to real or personal property arising for any reason from the transaction or actions contemplated by this Agreement. Furthermore the Owner agrees that the City, its officials, employees, agents and contractors shall not be liable to the Owner, or any subsequent owner of the Property, for any costs expense or damage arising directly or indirectly from the delivery or placement of anticipated excess clean fill arising from the City's Project or from the activities of the City's contractor upon the Owner's remaining Real Property as may be authorized and directed by the Owner or arising from the compaction of soil by construction equipment delivering excess fill or arising from the quality, quantity, impurity and/or contamination of the fill material, and the Owner waives all claims and hereby releases the City, its officials, employees, agents and contractors of and from all claims for injury to person(s) or damage to real or personal property arising from the Owner's performance of grading, erosion control, silt fencing, top soil placement, seed/sod establishment and all other restoration work required within Owner's remaining Real Property including, but not limited to, any unintended drainage patterns created by Owner's grading work.

ARTICLE V
DEFAULT

Section 5.01 Default. If a party to this Agreement materially defaults in the due and timely performance of any of its covenants, or agreements hereunder, the other party(s) may give notice of default of this Agreement. The notice shall specify with particularity the default or defaults on which the notice is based. The notice shall specify a 10 day cure period within which the specified default or defaults must be cured. If the specified defaults are not cured within the cure period, the other party(s) may pursue all remedies and sanctions available at law and in equity, including specific performance.

ARTICLE VI
GENERAL PROVISIONS

Section 6.01 **Notices.** All notices, requests, demands or other communications required or permitted by this Agreement shall be in writing and delivery shall be deemed to be sufficient if delivered personally or by registered or certified mail, return receipt accepted, postage prepaid, addressed as follows:

If to the City:

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

If to the Owner:

Roger Davin and Merry Lynn Davin
4095 78th Street East
Inver Grove Heights, MN 55076

Section 6.02 **Non-Assignability.** The City shall not assign any interest in this Agreement or transfer any interest in the same without the prior written consent of Owner.

Section 6.03 **Binding Effect.** This Agreement and the terms, conditions and covenants contained herein and the transaction contemplated hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives, and permitted assigns. This Agreement shall further be binding on subsequent purchasers of the Real Property and shall run with the Real Property herein described.

Section 6.04 **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 6.05 **Amendments, Changes and Modifications.** This Agreement may be amended or any of its terms modified or changed only by a written amendment authorized and executed by the City and the Owner.

Section 6.06 **Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.07 **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

Section 6.08 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

Section 6.09 **Cautions.** The captions and the headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

Section 6.10 **Recording.** This Agreement may be recorded by the City with the Dakota County Recorder and/or Registrar of Titles at the City's expense.

Section 6.11 **Notice To Buyers.** The Owner agrees to notify and provide any buyer of the Real Property with an executed copy of this Agreement if the Owner sells any interest in the Real Property following the execution of this Agreement by both the Owner and the City, but before the recording of this Agreement with the Dakota County Recorder and/or Registrar of Titles.

Section 6.12 **Hazardous Substances.** The Owner agrees that the City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the Real Property prior to the date hereof, except to the extent caused by or resulting from the acts or omissions of the City, its agents or employees.

Section 6.13 **Governmental Immunity.** Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes, Chapter 466.

[remainder of the page left blank intentionally]

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

OWNER:

By: _____
Roger Davin

By: _____
Merry Lynn Davin

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 19th day of August, 2011, before me a Notary Public within and for said County, personally appeared Roger Davin and Merry Lynn Davin, husband and wife.

KATHLEEN JOAN FISCHER
Notary Public - Notarial Seal
My Commission Expires
January 31, 2015

_____
Notary Public

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, 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

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

L:\CLIENTS\810\81000\09035\documents\4095 78th Street East\Fee Conveyance and Assessment Waiver Agreement for 4095 78th Street East (8-17-11).doc

Exhibit No. 1A

LEGAL DESCRIPTION OF THE REAL PROPERTY
(abstract property)

Lot Two (2), Block One (1), Appelbaum's 2nd Addition, according to the plat thereof on file and of record in the office of the County Recorder, Dakota, Minnesota,

AND

The East 6.2 feet of the South 106 feet of Lot One (1), Block One (1), Appelbaum's 2nd Addition, according to the plat thereof on file and of record in the office of the County Recorder, Dakota, Minnesota.

Exhibit No. 1B

(Top 3 inches reserved for recording date)

WARRANTY DEED
Individual(s) to Business Entity
10.1.3(2011)

Minnesota Uniform Conveyancing Blanks Form

DEED TAX DUE: $_____ DATE: _____
(month/day/year)

FOR VALUABLE CONSIDERATION: Roger Davin and Merry Lynn Davin (f.k.a Merry Lynn Bushy and f.k.a. Mary Lynn Bushey), husband and wife _____ **("Grantor"),**
(insert name and marital status of each Grantor)

hereby conveys and warrants to City of Inver Grove Heights _____
(insert name of each Grantee)

a municipal corporation under the laws of Minnesota _____ **("Grantee"),**

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

> That part of Lot 2, Block 1, APPELBAUM'S 2ND ADDITION, described as follows:
>
> Commencing at the Northeast Corner of said Lot 2; thence South 06° 33' 00" West (assumed bearing) along the east line of said Lot 2 a distance of 233.03 feet; thence North 61° 13' 19" West a distance of 144.06 feet; thence North 00° 18' 08" West a distance of 162.40 feet; thence South 89° 54' 29" East a distance of 153.71 feet to the point of beginning and there terminating.

Check here if all or part of the described real property is Registered (Torrens) ☐

Together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

Building and zoning laws, ordinances, state and federal regulations; Restrictions related to use or improvements of the property without effective forfeiture provisions; Reservations of any mineral rights by the State of Minnesota; Easements of record.

Check applicable box:

☒ The Seller certifies that the Seller does not know of any wells on the described property.

☐ A well disclosure certificate accompanies this document or has been electronically filed (If electronically filed, insert WDC number: _____.)

☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

(signature)

(signature)

State of Minnesota, County of _____

This instrument was acknowledged before me on _____, by
(month/day/year)

Roger Davin and Merry Lynn Davin, husband and wife.
(insert name and marital status of each Grantor)

(Stamp)

KATHLEEN JOAN FISCHER
Notary Public - Notarial Seal
My Commission Expires
January 31, 2015

(signature of notarial officer)

Title (and Rank): _____

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

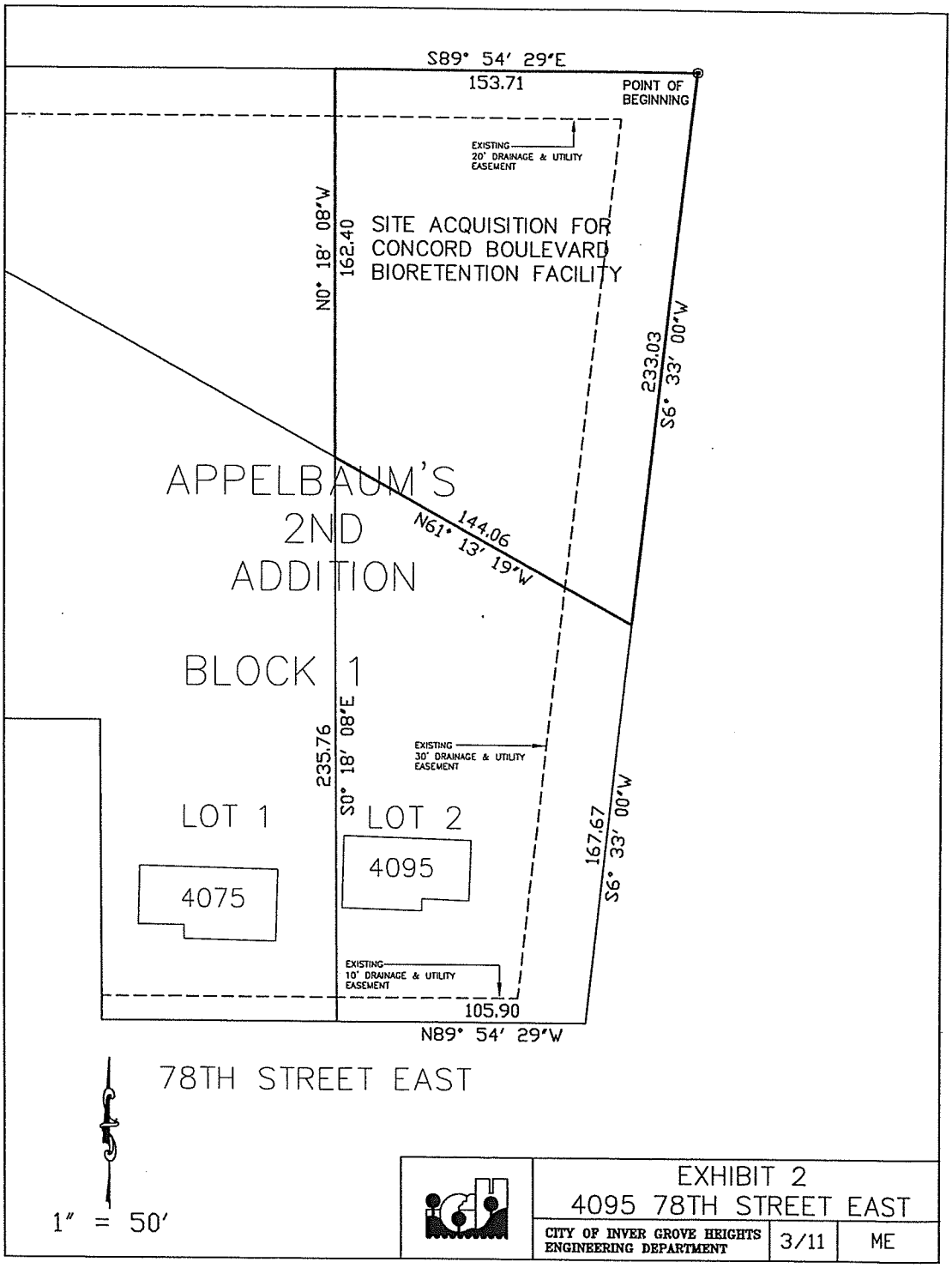
THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

Timothy J. Kuntz
IGH City Attorney
633 South Concord Street, Suite 400
South St. Paul, MN 55075

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
(insert legal name and residential or business address of Grantor)

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

Exhibit No. 2


S89° 54' 29"E
153.71
POINT OF BEGINNING
EXISTING 20' DRAINAGE & UTILITY EASEMENT
N0° 18' 08"W
162.40
SITE ACQUISITION FOR CONCORD BOULEVARD BIORETENTION FACILITY
233.03
S6° 33' 00"W
APPELBAUM'S 2ND ADDITION
144.06
N61° 13' 19"W
BLOCK 1
235.76
S0° 18' 08"E
EXISTING 30' DRAINAGE & UTILITY EASEMENT
LOT 1
LOT 2
4095
4075
167.67
S6° 33' 00"W
EXISTING 10' DRAINAGE & UTILITY EASEMENT
105.90
N89° 54' 29"W
78TH STREET EAST
1" = 50'
EXHIBIT 2
4095 78TH STREET EAST
CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT
3/11
ME

AGENDA ITEM 7D

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Resolution Authorizing the Submittal of a Clean Water Fund Application for the Construction of City Project No. 2011-02 – Concord Boulevard Storm Water Management Basin at 78th Street

Meeting Date:	September 12, 2011		Fiscal/FTE Impact:
Item Type:	Regular		None
Contact:	Thomas J. Kaldunski, 651.450.2572		Amount included in current budget
Prepared by:	Thomas J. Kaldunski, City Engineer		Budget amendment requested
Reviewed by:	Scott D. Thureen, Public Works Director		FTE included in current complement
			New FTE requested – N/A
		X	Other: Pavement Management Fund, SWCD Clean Water Grants Revolving Improvement Fund

PURPOSE/ACTION REQUESTED

Consider a resolution authorizing the submittal of a Clean Water Fund Grant Application to the Board of Water and Soil Resources (BWSR) to secure construction funding for City Project No. 2011-02 - Concord Boulevard Storm Water Management Basin at 78th Street.

SUMMARY

The City of Inver Grove Heights and the Dakota County SWCD have been working together to improve water quality related to the discharge of urban storm water runoff into the Mississippi River. The City is working toward compliance with its MS4 permit and the MPCA non-degradation guidelines for the Mississippi River. The SWCD has identified grant funding for the City for storm water facility improvements.

On April 11, 2011, the City accepted a feasibility study for the construction of a storm water management basin near the intersection of 78th Street and Concord Boulevard – City Project No. 2011-02. The cost estimate has been updated for the construction of a wet basin that will meet National Urban Runoff Protection standards. A NURP pond will be the most effective storm water facility at this location per the SWCD. It will provide the greatest reduction in pollutants (total suspended solids and total phosphorus), add storage volume to the system and provide an aesthetic vegetative perimeter.

The City Council is considering the authorization to purchase the basin site from the landowners at 4075 and 4095 78th Street under a separate item. The landowners are willing partners in the project. The City becomes eligible for the Clean Water Act Grants as the landowner of the site.

The program requires the City to provide cost matching of at least 25% of the construction costs. The project cost is estimated at $384,524. This includes the construction cost estimate and land values. A concept plan for the NURP basin is also attached. The City's match for the construction will be fulfilled by the site acquisition (estimated value of $60,500) plus the City Engineering and Construction Services (estimate of $65,744) for a total of $126,244.

A copy of the grant application is also attached. It consists of a grant narrative illustrating the project and grant request, applicant information, a funding source detail spreadsheet and a budget spreadsheet.

It is recommended that the City Council authorize submittal of the grant application to BSWR before the September 20, 2011 deadline. The City will be told if we are successful by the end of 2011. Final design would start in early 2012 with a tentative construction start in the spring of 2012. Completion could take until the end of 2013, if needed.

TJK/kf
Attachments: Resolution
Concept Plan
Grant Application

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION AUTHORIZING THE SUBMITTAL OF A CLEAN WATER FUND APPLICATION FOR THE CONSTRUCTION OF CITY PROJECT NO. 2011-02 – CONCORD BOULEVARD STORM WATER MANAGEMENT BASIN AT 78TH STREET

RESOLUTION NO. _____

WHEREAS, as part of the City's MS4 permit, the City desires to construct a storm water management facility near 78th Street and Concord Boulevard as part of City Project No. 2011-02 – Concord Boulevard Storm Water Management Basin; and

WHEREAS, in order to improve the water quality, the City Council ordered and received a feasibility study for the construction of the storm water management basin; and

WHEREAS, the City and the Dakota County Soil & Water Conservation District (SWCD) have worked as partners in developing City Project No. 2011-02; and

WHEREAS, the City and the SWCD have jointly prepared an application to the Board of Water and Soil Resources (BWSR) requesting a grant in the amount of $271,280 through the BWSR Clean Water Assistance (CWA) Grant, General Application Program for fiscal year 2012; and

WHEREAS, the City has agreed to provide its share of matching funds by purchasing the site and providing the engineering services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Inver Grove Heights that:

1. The City Engineer is authorized to submit a grant application seeking funds to construct City Project No. 2011-02 – Concord Boulevard Storm Water Management Basin to the BWSR Clean Water Assistance Grant Program.

Adopted by the City Council this 12th day of September 2011.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy Clerk

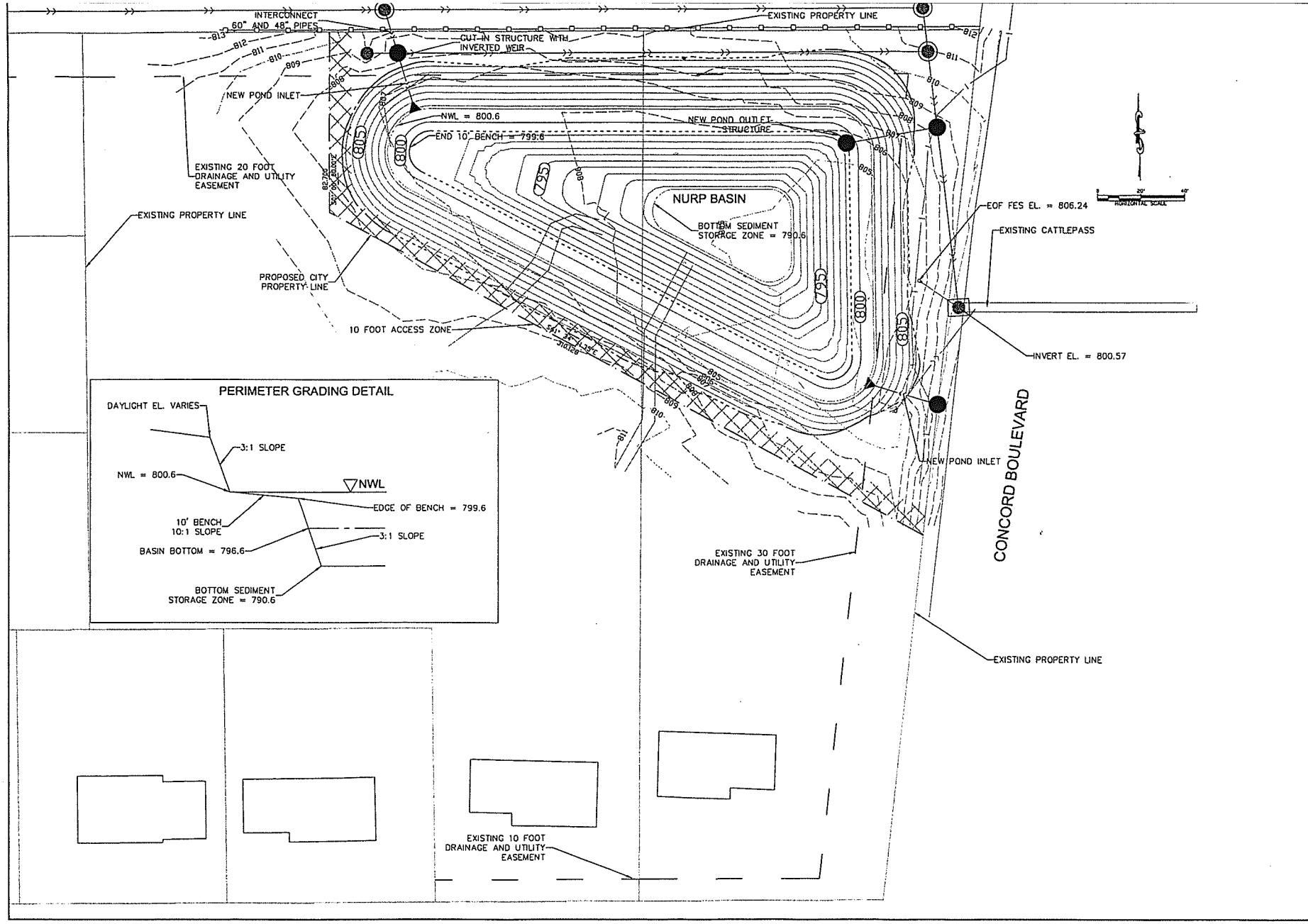
PREPARED BY: JDS

AUGUST 30, 2011

TABLE 1
CONCORD NURP POND
ENGINEER'S ESTIMATE

ITEM NO.	MN/DOT NO.	ITEM	UNIT	ESTIMATED QUANTITY		UNIT PRICE		TOTAL AMOUNT
	2021.501	MOBILIZATION	LS	1.00	$	10,000.00	$	10,000.00
	2101.501	CLEARING	ACRE	1.00	$	15,000.00	$	15,000.00
	2101.506	GRUBBING	ACRE	1.00	$	30,000.00	$	30,000.00
	2104.602	REMOVE EXISTING FES AND PIPE S OF CATTLE PASS	EA	1.00	$	1,000.00	$	1,000.00
	2105.501	COMMON EXCAVATION (P)	CY	8000.00	$	15.00	$	120,000.00
	2105.526	SELECT TOPSOIL BORROW (LV)	CY	250	$	20.00	$	5,000.00
	2211.501	AGGREGATE BASE CLASS 5	TON	50	$	15.00	$	750.00
	2501.602	RC PIPE APRON AND TRASH GUARD	EA	2.00	$	1,500.00	$	3,000.00
	2503.601	RC PIPE SEWER DESIGN 3006 CLASS III	LF	125.00	$	70.00	$	8,750.00
	2506.602	STORM SEWER MANHOLE (CUT IN)	EA	3.00	$	5,000.00	$	15,000.00
	2506.602	CONSTRUCT DRAINAGE STRUCTURE TYPE OUTLET CONTROL	EA	1.00	$	6,000.00	$	6,000.00
	2573.540	FILTER LOG, TYPE COMPOST	LF	1500.00	$	3.00	$	4,500.00
	2573.550	EROSION CONTROL SUPERVISOR	EA	1.00	$	1,000.00	$	1,000.00
	2575.605	NATIVE SEED MIX	LB	100.00	$	35.00	$	3,500.00
	2575.525	EROSION STABILIZATION MAT	SY	100.00	$	15.00	$	1,500.00
	2575.604	TERRASEEDING WITH NATIVE MIX	SY	100.00	$	3.00	$	300.00
	SPECIAL	SHRUBBERY ON SLOPES	LS	1.00	$	5,000.00	$	5,000.00
	SPECIAL	3 YEAR MAINTENANCE	LS	1	$	3,000.00	$	3,000.00
	SPECIAL	WATER USAGE ALLOWANCE	LS	1	$	1,500.00	$	1,500.00
						Total:	**$**	**234,800.00**

TOTAL CONSTRUCTION COST:	**$**	**234,800.00**
10% CONSTRUCTION CONTINGENCY:	**$**	**23,480.00**
28% LEAF:	**$**	**65,744.00**
TOTAL PROJECT COST:	**$**	**324,024.00**



REV. NO.	DATE	DESCRIPTION

DESIGN FILE: N/A
DRAWN BY: JDS
DESIGN BY: JDS
CHKED. BY: TJK
DWG. NAME:
DATE: 8/30/2011

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

DATE_____ MINN. REG. NO. _____

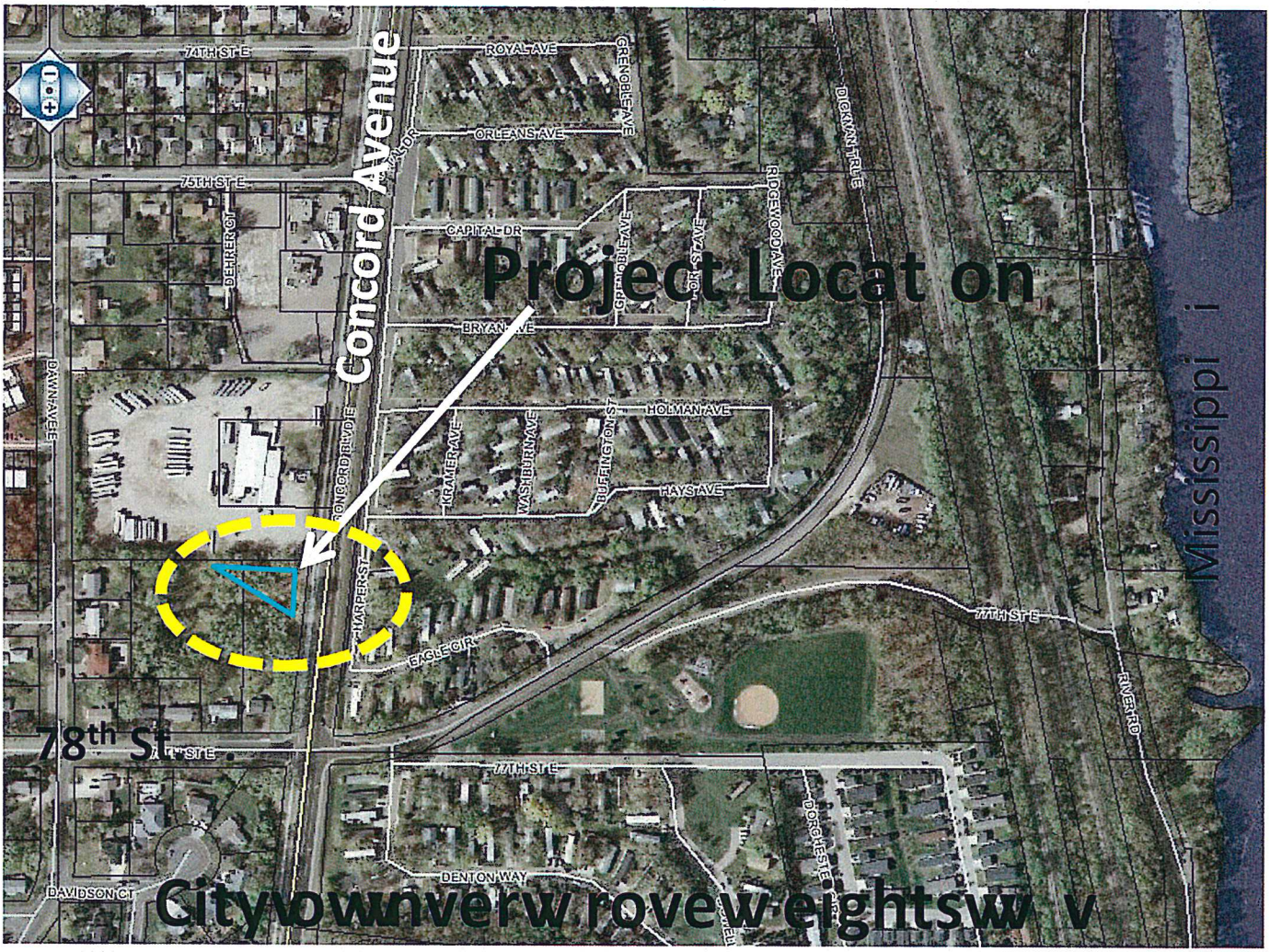
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077
(651) 450-2570 Fax (651) 450-2502

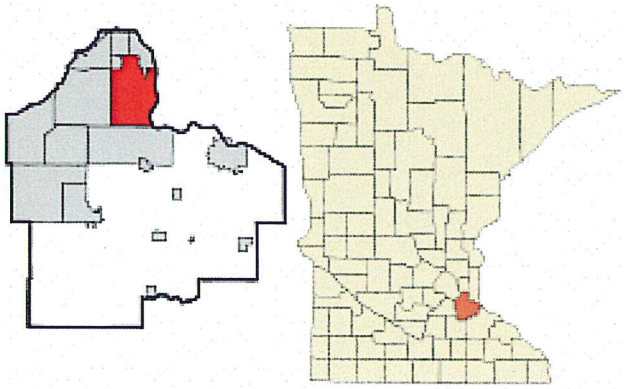
CONCORD NURP POND
CONCEPT PLAN

SHEET NO. 1 / 1

Z:\PublicWorks\Engineering\PROJECTS_PUBLIC\2011_PROJECTS\2011-02_ConcordBioretentionBasin\CAD\Designs\ConcordPondAlt3.dwg

City of Inver Grove Heights
Concord Avenue Retrofit Wet Sediment Basin





Location of Inver Grove Heights, Minnesota

Coordinates: 44°50'15"N 93°3'6"W

Project Location Map For Clean Water Assistance Grant Application

ıewv2011

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0

Phone 1-480-7777 o o

With a i ta e r

Thew ewowonsewvvionw iswivvs

Landscape RestorationProvrav

www.metrocd.org

FY 2012 Clean Water Fund
Clean Water Assistance
Project Description
Form FY12-A

The entire project description portion of the application should be no more than 6 pages in length, use no less than 10 point font, and must include the following topics as section headings. Applications containing a project description longer than 6 pages (page number does not include a map or photos) will not be accepted by BWSR.

1. Project Description

a. Title (10 words or less):

Inver Grove Heights Concord Avenue Retrofit

b. Project Abstract (300 words or less): What are you trying to achieve and how do you intend to achieve those results? Keep this brief and high level – imagine a paragraph on the BWSR website describing your project to members of the public.

The City of Inver Grove Heights has voluntarily retrofitted more than 35 bioretention and other conservation practices as part of several City construction projects over the last three years. To better focus cost effective stormwater retrofit efforts for future projects, the City contracted with the Dakota County Soil and Water Conservation District (SWCD) to complete pollutant source load analyses for three urbanized subwatershed areas with a combined area of 1,953 acres that discharge untreated stormwater into the Mississippi River. The SWCD applied protocol from the Center for Watershed Protection's Urban Stormwater Retrofit Practices, Manuals 2 and 3 (Schueler, 2005, 2007) and the MPCA's Minnesota Stormwater Manual, 2005 in a WinSlamm V 9.4.0 to prioritize retrofit recommendations in a report to the City. The City integrated those retrofit recommendations into their local stormwater management and capital improvement plans. Construction is now underway on several of the report's recommendations including 17 streetside raingardens and a large bioretention cell.

This project would implement another report recommendation: the construction of a wet sedimentation basin to treat stormwater from approximately 25 acres of currenlty untreated urban development near the intersection of 78th Street and Concord Blvd. Modeling indicates the basin would reduce annual pollutant loads to the Mississippi River by 3,376 lbs total suspended solids (TSS) and 9.4 lbs total phosphorus (TP).

The City purchased the land needed for the basin and would provide all engineering, construction administration and construction oversight. The basin would be constructed with Nationwide Urban Runoff Program design criteria. The City would provide ongoing maintenance of the basin through its existing storm sewer maintence program and protocols.

2. Water Plan and/or Completed TMDL Relationship and Prioritization

a. Is the water resource identified in this application of local, regional, or state significance? Briefly describe that significance; including identification in basin-level, regional or statewide conservation and/or water quality plans.

The Mississippi River is of local, regional, state and national significance due to its use for water supply, recreation, habitat, and transportation. The stretch of the Mississippi River from Lock and Dam 1 to Upper Lake Pepin is impaired for turbidity with a site-specific water quality standard of 32 mg/l TSS. The draft TSS TMDL for this impairment is complete and pending submittal to the EPA in 2011. The proposed project will reduce TSS and TP load contributions into the River and downstream to Lake Pepin, which is impaired for nutrients.

Water quality improvements in this stretch of the Mississippi River are cited as necessary in many documents and reports including the Lower Vermillion River Turbidity TMDL (2009) and Implementation Plan (2011), the Mississippi Makeover Plan for Restoration (2011), the Lower Mississippi River Watershed Management Organization 3rd Generation Watershed Management Plan (2011) and the River Resources Forum Environmental Pool Plans (2004).

b. Identify the specific local water management plan reference by section and page number; provide a brief description of the implementation activities associated with that reference.

The City of Inver Grove Heights Pollutant Load Analyses, June 2011; page 4 list this project as a recommendation; page 35-36 provides additional details on this recommended project. The current City of Inver Grove Heights Stormwater Management and Capital Improvement Plans provide the basis for the City to implement the project. The project is consistent with the Lower Mississippi River Watershed Management Organization's water quality goals and is in collaboration with the Dakota County Soil and Water Conservation District.

c. Based on the State approved and locally adopted comprehensive local water plan reference above, explain why this project is a priority for your organization.

The project is a priortity because it is an opportunity for the City to achieve treatment of a significant amount of storm water by retrofitting a cost effective water quality practice in a high priority watershed consistent with their stormwater management planning. The is site located at the junction of two storm sewer trunks lines with a drainage area greater than 25-acres of direct, currently untreated discharge to the Mississippi River. Because the City owns the property and would provide all engineering and construction oversight as grant match, the basin can be installed and operational without delay.

d. If applicable, identify the completed TMDL and describe the relationship of the project to priorities and management strategies outlined in the TMDL (required only for projects relating to a completed TMDL).

Inver Grove Heights is listed as an MS4 community in the draft South Metro Mississippi River TSS TMDL. The draft TMDL states that all MS4 communities shall reduce their sediment loads to the Mississippi River by 25%. This project would reduce annual TSS loads to the Mississippi River by approximately 3,376 lbs.

e. Describe the methods and results of inventory and source targeting done to date to identify the most critical pollution sources within the project area that are responsible for causing impairments or threats to surface and/or ground water quality.

The "City of Inver Grove Heights Pollutant Load Analyses" (June 2011) reports the results of a study by the Dakota County Soil and Water Conservation District (SWCD) and the City using pollutant source load analyses to evaluate critical pollution sources and prioritize BMPs. Three urbanized subwatersheds totalling 1,953 acres that currently send untreated runoff directly to the Mississippi River were analyzed for pollutant loads. Protocol from the Center for Watershed Protection's Urban Stormwater Retrofit Practices, Manuals 2 and 3 (Schueler, 2005, 2007) and the MPCA's Minnesota Stormwater Manual, 2005 applied in a WinSlamm V 9.4.0 was used to prioritize retrofit opportunities and determine optimum best

management practices based on cost and pollution removal effectiveness. Two recommended retrofit projects are already under construction. If funded, this project would be the third.

f. Describe additional inventory and source targeting that is needed, including qualitative and quantitative tools you will use to identify the most critical pollution sources within the project area.

No further study is needed. All inventory and source targeting needed to implement the project is complete. Following final design and permitting, the project is ready to install.

3. Integrated Water Resource Management

a. Explain how this project will protect the water resource(s) from future water quality impairments or help restore the water resource(s) to State water quality standards.

This project would treat stormwater from approximately 25 acres of currenlty untreated urban development and would reduce annual pollutant loads to the Mississippi River by 3,376 lbs total suspended solids (TSS) and 9.4 lbs total phosphorus (TP). These reductions would help restore downstream resources including the TSS-impaired Mississippi River and the nutrient-impaired Lake Pepin.

b. Describe the hydrologic benefits of this project and how it will keep water on the land?

The primary function of the wet sediment basin is for TSS and TP removal to improve water quality. The proposed project will provide some ancillary hydrologic benefits by attenuating peak flow rates and reducing the overall volume of runoff through evaporation and exfiltration.

c. Will the overall project have additional secondary benefits, including those that enhance aquatic and terrestrial wildlife, improve native habitats, or protect rare and native species? If so, please specifically describe what will be done, such as buffers, filter strips, hydrologic restoration, etc.

The side slopes of the wet sediment basin will be planted in native grasses and wildflowers to provide some habitat around the perimeter of the basin.

d. Is your project located in a vulnerable drinking water supply area? Statewide maps of vulnerable drinking water supply areas can be found at http://www.bwsr.state.mn.us/easements/wellhead/index.html.

The statewide map of vulnerable drinking water supply indicates the project location is in an area of low vulnerability. The City is responsible to review their surface water management plans and groundwater plans to ensure coordination and compatibility with the project design.

e. The tendency for chemical contaminants to move between surface water and ground water is a key consideration in managing water resources. If your project intends to keep water on the land by infiltrating runoff, describe why this activity will not be a threat to groundwater quality.

This project will not be a threat to groundwater quality. The proposed project is a wet sedimentation basin that relies on a permanent pool of water for particle settling. Some exfiltration may occur through the bottom soils but runoff infiltration is not planned for this project.

f. **Describe any known interactions between surface water and groundwater resources in the project area or any conditions that indicate such interactions exist.**
There are no known interactions between surface water and groundwater resources or any conditions that indicate such interactions exist at the project site.

4. **Project Management, Partnerships, and Readiness**

a. **Describe the strength of staff qualifications and other collaborating organizations to the success of this project.**
Inver Grove Heights City Engineer, Tom Kaldunski, P.E. would oversee the preparation of project plans and specifications by city staff and would directly supervise the construction administration. City engineering staff shall also provide onsite inspections and verifications to ensure proper installation. Throughout the design and construction process, technical assistance from the Dakota County Soil and Water Conservation District shall be available to the City as requested.

b. **Provide an anticipated timeline for when all implementation activities are to begin, including project development and construction.**
Immediately following the executed grant agreement (anticipated spring 2012), design and construction documentation for the proposed project would begin. December 2012 is the estimated early completion date for the project. If project completion is suspended over the winter, or if the City decides to postpone the bid letting until the following construction season, the anticipated completion date would then be no later than December 2013.

c. **Identify long-term inspections and maintenance needs of the project and how these activities will be accomplished. Identify how this project provides assurance that the practice(s) will remain in place for practice(s) effective life.**
The City proposes to operate and maintain the wet sediment basin as part of its existing storm sewer operation and maintenance program in compliance with all applicable local, state and federal requirements. Such requirements include scheduled inspections and annual reporting to the MPCA to ensure the practice will remain in place for the duration of its effective life.

d. **List and provide the status of any permits (federal, state, or local) that may be required for this project (for example, NPDES construction permit applied for on January 1, 2010, etc.).**
Prior to beginning construction, the City shall review all applicable federal, state and local permit requirements. Obtaining the required permits will be the responsibility of the City. The permits shall include, but are not limited to an NPDES General Construction Permit and any applicable Land Disturbance, Grading and Utility permits as may be required by the City of Inver Grove Heights. An Environmental Assessment Worksheet (EAW) and/or Wetland Conservation Act (WCA) are not anticipated to be required for the project.

e. **Indicate whether the proposed project has been reviewed by or otherwise involves the participation of appropriate local, state, or federal government agencies.**
The City received technical assistance from the Dakota County Soil and Water Conservation District in the form of pollutant reduction modeling, site evaluation, and project review.

f. **If the project participants choose to consider the conservation value of land where Clean Water Fund conservation practices will be installed as local match, please**

describe the valuation methods of the land and how this value will be applied as match (answer if applicable).

The conservation value of the land used as local match was determined by the documented sale price paid by the City to aquire the parcel used for the proposed project. The sale price was determined through the City's formal land appraisal process as approved by the City Council.

g. **If using Clean Water Funds for incentives to encourage landowners to install structural practices or to adopt land management practices that improve or protect water quality, please describe the LGU's adopted policy for evaluating the necessity, method of calculation, and effectiveness of the proposed incentives (answer if applicable).**

Not applicable.

5. **Supplementing Traditional Funding**

The Constitutional Amendment requires that Amendment funding must not substitute traditional funding. Briefly describe how this project will provide water quality benefits to the State of Minnesota without substituting existing funding.

Without funding from the Clean Water Assistance Grant, this project will not be constructed. Clean Water Funds for this project will not supplement any traditional funding. The funds will only be used to complete the project proposed in this application and will not be used to supplant funding for any other purpose.

Project Location Map and Photos

- Attach an 8.5" x 11" map (required) in image (jpg, gif, tiff, bmp, png) or pdf formats showing both the specific project location and the general location in the State. **Optional:** Applicants may attach a photo of the project area in ONLY image (jpg, gif, tiff, bmp, png) format.

FY12 Clean Water Fund Competitive Grants

Remember to Complete Narrative Form FY12-A

1B. Clean Water Assistance Grants

BUDGET

Total BWSR Grant Request	$271,280

		Grant Request											Match		Non-Match
Task Number	Project Outputs (list)	BWSR Grant: Grant Management and Reporting			BWSR Grant: Project Development			BWSR Grant: Technical Assistance and Engineering			BWSR Grant: Construction, Materials, Contracted Labor, and Equipment Purchases	Sub-Total BWSR Grant Request:	MDA AgBMP Loan Request	Match	Other Funds
		Estimated Hours	Hourly Rate	Amount $	Estimated Hours	Hourly Rate	Amount $	Estimated Hours	Hourly Rate	Amount $					
1	Construction of a retrofit wet sediment basin near 78th Street and Concord Avenue in Inver Grove Heights.	200	$65	$13,000	0	$0	$0	0	$0	$0	$258,280	$271,280	$0	$126,244	$0
				$0			$0			$0					
2				$0			$0			$0		$0			
	0			$0			$0			$0					
3				$0			$0			$0		$0			
	0			$0			$0			$0					
4				$0			$0			$0		$0			
	0			$0			$0			$0					
5				$0			$0			$0		$0			
				$0			$0			$0					
6				$0			$0			$0		$0			
				$0			$0			$0					
7				$0			$0			$0		$0			
				$0			$0			$0					
8				$0			$0			$0		$0			
				$0			$0			$0					
9				$0			$0			$0		$0			
				$0			$0			$0					
10				$0			$0			$0		$0			
				$0			$0			$0					
				$13,000			$0			$0	$258,280	$271,280	$0	$126,244	$0

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
ABBY M. NOVAK
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
• ROGER C. MILLER
1924-2009

*ALSO ADMITTED IN WISCONSIN
✧ALSO ADMITTED IN NORTH DAKOTA
○ALSO ADMITTED IN MASSACHUSETTS
□ALSO ADMITTED IN OKLAHOMA

MEMO

TO: **Mayor and Councilmembers**
FROM: **Timothy J. Kuntz, City Attorney**
DATE: **September 8, 2011**
RE: **Ordinance Amendment Relating to Compliance Requirements for Land Alterations, Title 9, Chapter 5, Section 9-5-5 of the City Code – September 12, 2011 City Council Meeting**

Section 1. <u>Background</u>. Recently the City has been made aware that there are parcels of un-improved land in the City where there does not exist a recorded contract or agreement with the City which sets forth the requirement that the landowner follow an approved grading, drainage, erosion control and stormwater plan when constructing improvements (such as a residential home) on the landowners property.

The City Code does not specifically address the requirement for property owners to follow an approved grading, drainage, erosion control and stormwater plan when constructing improvements in cases where there is not a recorded contract or agreement with the City. A good example of where this issue exists is in the plat of Orchard Trail. There are currently ten vacant lots in the plat of Orchard Trail that are owned by the bank. Due to the bankruptcy proceedings of the developer, the developer's bank and the bank of the developer's bank, the recorded Development Contract between the City and the developer for the plat of Orchard Trail (which contained a requirement for an approved grading plan and execution of a Custom Grading Agreement for each individual lot within the plat) is no longer of record against the ten vacant lots which were foreclosed upon. The attached ordinance requires that an individual landowner can only construct a new home on one of the ten vacant parcels in the plat of Orchard Trail by following a City approved grading, drainage, erosion control and stormwater plan.

In order to guarantee that landowners, in these instances where contracts and agreements do **<u>not</u>** exist, follow an approved grading, drainage, erosion control and stormwater plan, City staff is proposing to amend a portion of the City Code relating to Storm Water Management to impose regulations related to requiring approved grading, drainage, erosion control and stormwater plans for these unique parcels.

633 SOUTH CONCORD STREET • SUITE 400 • SOUTH SAINT PAUL, MINNESOTA 55075 • 651-451-1831 • FAX 651-450-7384
OFFICE ALSO LOCATED IN SPOONER, WISCONSIN

The purpose of the proposed ordinance amendment is not to deny building permits to landowners or to "hold up" the construction process; rather, it is to ensure that individual landowners obtain an approved grading, drainage, erosion control and stormwater plan before constructing new buildings on their property.

Section 2. <u>Council Action</u>. The Council is asked to consider the first reading of the attached Ordinance Amending Inver Grove Heights City Code, Title 9, Chapter 5, Section 9-5-5 Regarding Scope and Compliance Required Relating to Land Alternation at the September 12, 2011 City Council meeting.

Attachment

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO._____

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE, TITLE 9, CHAPTER 5, SECTION 9-5-5 REGARDING SCOPE AND COMPLIANCE REQUIRED RELATING TO LAND ALTERATION

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. **Amendment**. Title 9, Chapter 5, Section 9-5-5, of the Inver Grove Heights City Code is hereby amended to read as follows:

9-5-5: SCOPE; COMPLIANCE REQUIRED:

A. Scope: This chapter shall apply to any land alteration requiring any of the following permits or approvals:

1. A building permit for any new single-family residential dwelling, two-family residential dwelling, multiple-family residential dwelling (3 or more attached dwelling units), commercial building, industrial building or institutional building ~~development~~, except for those properties where there exists a recorded contract or agreement with the City which sets forth a storm water, grading, drainage and erosion control plan that has been approved by the City;

2. A preliminary plat;

3. An excavation permit as regulated by chapter 4 of this title;

~~4. A building permit for a single-family or two-family residential dwelling, except that only subsections 9-5-8C through G of this chapter shall apply; or~~

~~5.~~ 4. Public improvement projects.

B. Compliance With Provisions: No building permit, preliminary plat, excavation permit or public improvement project shall be approved until approval of a storm water management plan has been obtained in strict conformance with the provisions of this chapter.

C. Exemptions: The provisions of this chapter do not apply to:

~~1. Construction of a single-family or two-family dwelling or any structure or land alteration accessory thereto, except that the provisions of subsections 9-5-8C through G of this chapter shall apply;~~

~~2~~ 1. Any currently valid building permit, preliminary plat, excavation permit, or public improvement project approved prior to the effective date hereof;

~~3~~ 2. Construction of agricultural structures or land alterations associated with agricultural uses unless an excavation permit is required by chapter 4 of this title;

~~4.~~ 3. Installation of a fence, sign, telephone, and electric poles and other kinds of posts or poles; or

~~5~~ 4. Emergency work to protect life, limb, or property. (1974 Code § 430.09)

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

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Meeting Date: September 12, 2011
Item Type: Administration
Contact:
Prepared by: Joe Lynch, city Administrator
Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Council is asked to approve the enclosed Resolutions adopting the proposed 2012 tax levy, 2012 budgets for the various operations of the City and to set the date and time for the 2012 Budget Hearing.

SUMMARY

The City of Inver Grove Heights must adopt a proposed 2012 Tax Levy and budget on or before September 15, 2011. The tax levies and the date for the public meeting where the budget will be discussed must be certified to Dakota County by the same date.

This is considered a Preliminary budget and tax levy at this point and can change between now and the final adoption in December. The General Fund Budget as proposed is down 0 .2% from the 2011 Amended Budget.

Council met on August 8th and heard a proposed tax levy rate the same as the 2011 Rate of .43169, which cut more than $292,000 from the operating budget. Based upon further discussion at the August 22 Work Session, the changes to the 2012 Budget include the following positions; 2 Police Officers, 1 Public Works Street Maintenance worker, Assistant Fire Chief and 1 M.I.S. Technician. In addition, the Council directed that $25,000 be budgeted for the Fire Relief Association in 2012. Given the recent change to the Homestead Market Value Exclusion and uncertainty of the impact to the City of Inver Grove Heights, I am recommending setting the tax levy at a level based upon the former levy limit using the numbers from the 2011 level. This will allow the Council enough flexibility to lower the number and the rate between this meeting and the one in December.

We have received updated information from Dakota County on our 2012 Fiscal Disparities, but do not yet know the impact to our Tax Increment Districts because of the MVH Exclusion. The good news is that we have increased our Fiscal Disparities Distribution amount by $500,000 meaning we will receive that much more in revenue. The bad news is that our contribution amount increased again and the difference between the contribution amount and distribution amount has grown for 2012. Exhibits enclosed include: Exhibit B, the proposed tax levy reflecting a 1.7% increase; Exhibit C, estimated tax rate; and Exhibit D which shows the impact to properties in the City which includes the deduction for the Market Value Homestead Exclusion.

Council needs to establish the date and time of the regularly scheduled meeting at which the 2012 budget and levy will be discussed and the final levy determined. This meeting should be held after 6:00 p.m. between November 25 and December 28. Following the meeting, the Council will adopt the final budgets and levy for 2012. We must certify this to Dakota County by December 28. There will be additional Council Work Session meetings to discuss this and other City budgets between now and December 12.

CITY OF INVER GROVE HEIGHTS
2012 BUDGET

MARKET VALUE COMPARISON

	2011	%	Preliminary 2012	%	$ Change	% Change	New Construction	% Change w/o New
Residential	2,380,297,200	76.08%	2,310,580,400	75.58%	(69,716,800)	-2.9%	8,534,000	-3.29%
Commercial	315,325,700	10.08%	309,489,100	10.12%	(5,836,600)	-1.9%	562,500	-2.03%
Industrial	75,607,700	2.42%	75,294,400	2.46%	(313,300)	-0.4%	0	-0.41%
Utility	57,217,000	1.83%	57,217,000	1.87%	0	0.0%	0	0.00%
Agricultural	18,213,800	0.58%	18,608,100	0.61%	394,300	2.2%	0	2.16%
Rural Vacant	8,320,800	0.27%	8,865,600	0.29%	544,800	6.5%	0	6.55%
Apartments	235,767,100	7.54%	238,549,400	7.80%	2,782,300	1.2%	2,780,000	0.00%
Railroads	5,625,000	0.18%	5,625,000	0.18%	0	0.0%	0	0.00%
	3,096,374,300		3,024,229,000		(72,145,300)	-2.3%	11,876,500	-2.71%
Personal Prop.	32,396,300	1.04%	32,732,000	1.07%	335,700	1.0%	0	1.04%
	3,128,770,600	100.00%	3,056,961,000	100.00%	(71,809,600)	-2.3%	11,876,500	-2.67%

NET TAX CAPACITY COMPARISON

	2011	%	Preliminary 2012	%	$ Change	% Change	New Construction	% Change w/o New
Residential	24,036,275	65.57%	23,321,890	65.02%	(714,385)	-3.0%	90,910	-3.35%
Commercial	6,111,528	16.67%	5,995,100	16.71%	(116,428)	-1.9%	11,250	-2.09%
Industrial	1,486,113	4.05%	1,479,913	4.13%	(6,200)	-0.4%	0	-0.42%
Utility	1,143,590	3.12%	1,143,590	3.19%	0	0.0%	0	0.00%
Agricultural	165,806	0.45%	168,709	0.47%	2,903	1.8%	0	1.75%
Rural Vacant	72,746	0.20%	78,390	0.22%	5,644	7.8%	0	7.76%
Apartments	2,888,598	7.88%	2,923,376	8.15%	34,778	1.2%	34,750	0.00%
Railroads	112,500	0.31%	112,500	0.31%	0	0.0%	0	0.00%
	36,017,156		35,223,468		(793,688)	-2.2%	136,910	-2.58%
Personal Prop.	642,312	1.75%	647,368	1.80%	5,056	0.8%	0	0.79%
	36,659,468	100.00%	35,870,836	100.00%	(788,632)	-2.2%	136,910	-2.52%

2012 Preliminary per Dakota County updated as of 1/8/2011

CITY OF INVER GROVE HEIGHTS
2012 BUDGET
PROPOSED TAX LEVY

	2009 Adopted	2010 Adopted	2011 Adopted	2012 Estimated Tax Levy	2011-2012 Percent Change	2011-2012 $ Change
Operating Levies -						
General Tax Levy (subject to Levy Limit)	9,065,817	9,217,316	9,550,561	9,710,858	1.68%	160,297
Levy Reductions:						
Community Projects Fund		*(65,000)*	*(65,000)*	*(65,000)*	0.00%	-
City Facilities Fund		*(50,000)*	*(50,000)*	*(50,000)*	0.00%	-
Host Community Fund		*(60,000)*	*(60,000)*	*(60,000)*	0.00%	-
WMO costs to Storm Water Utility		*(31,000)*			0.00%	-
						-
						-
						-
General Fund Surplus			*(313,500)*		100.00%	313,500
Levies Outside of Levy Limits -						
Police & Fire Salary & Benefits	5,259,100	4,529,100	4,779,900	4,896,000	2.43%	116,100
PERA Employer Contribution	67,700	73,100	79,000	-	-100.00%	(79,000)
2008 Aid Unallotment		263,211	-	-	0.00%	-
2009 Aid Unallotment		510,860	-	-	0.00%	-
2010 Aid Unallotment			612,485	-	-100.00%	(612,485)
Subtotal Operating Levies	14,392,617	14,387,587	14,533,446	14,431,858	-0.70%	(101,588)
Debt Levies						
326 MN Armory Bldg Comm.	63,735	63,735	63,735	63,735	0.00%	-
City Share of Assessments	69,847	66,681	61,632	109,912	78.34%	48,280
335 2002A PIR Bonds	-	5,200	6,300	-	-100.00%	(6,300)
346 2006A G.O. Improvement Bonds	84,600	84,900	85,300	85,600	0.35%	300
345 2006B Certificates of Indebtedness	313,206	338,600	-	-	0.00%	-
101 2007 G.O. Public Safety Revenue	-	81,480	81,309	81,848	0.66%	539
348 2007A Certificates of Indebtedness	141,960	142,170	147,420	-	-100.00%	(147,420)
349 2007B G.O. Improvements Bonds				75,000		
351 2008B Certificates of Indebtedness	146,300	91,698	94,533	97,217	2.84%	2,684
352 2008A G.O. Improvement Bonds	-	11,545	4,582	75,000	1536.84%	70,418
353 2009A G.O. Capital Improvement Bonds	-	404,200	577,400	584,500	1.23%	7,100
(Contribution from Closed Bond Fund for Reduction to 2009A Debt Levy)		*(202,000)*	*(179,861)*	*(200,000)*	100.00%	(20,139)
355 2010B G.O. Improvement Bonds				283,332	100.00%	283,332
356 2010C PIR Refunding Bonds				48,144	100.00%	48,144
Subtotal City-wide Debt Levies	819,648	1,088,209	942,350	1,304,288	38.41%	286,938
City-Wide Levies	15,212,265	15,475,796	15,475,796	**15,736,146**	**1.68%**	185,350
WMTD Levies -						
1998B Storm Water Bonds						
Skyline Village	63,208	60,494	-	-	0.00%	-
336 2002A Storm Water Bonds						
Simley Lake	41,700	42,100	-	-	0.00%	-
344 2005D Storm Water Refunding Bonds						
Cuneen Trail/College Trail	103,800	111,600	113,400	115,100	1.50%	1,700
357 2010C Storm Water Bonds						
Simley Lake	-	-	43,600	41,903	-3.89%	(1,697)
	208,708	214,194	157,000	157,003	0.00%	3
Total	15,420,973	15,689,990	15,632,796	15,893,149	1.67%	185,353
* Levy Limit Amount	9,141,442	9,303,905	9,550,561		-100.00%	(9,550,561)

Exhibit C

CITY OF INVER GROVE HEIGHTS
2012 BUDGET
COMPARISON OF 2009, 2010, 2011 ACTUALS AND 2012 ESTIMATED
CITY TAX CAPACITY RATES

	FINAL PAY 2009	FINAL PAY 2010	FINAL PAY 2011	Estimated Tax Rate To Keep Tax **Levy $** the Same as 2011 ESTIMATED PAY PAY 2012	Estimated Tax Levy At Levy Limits ESTIMATED PAY PAY 2012	Estimated Tax Levy With Change to Levies To Keep Tax **Rate** the Same as 2011 ESTIMATED PAY PAY 2012
TOTAL TAX CAPACITY	$41,493,816	$38,716,047	$36,659,468	$35,870,636	$35,870,836	$35,870,836
LESS: TAX INCREMENT	(2,341,225)	(2,195,958)	(2,054,313)	(2,054,313)	(2,054,313)	(2,054,313)
LESS: FISCAL DISPARITIES CONTRIBUTION	(3,420,538)	(3,745,086)	(3,792,994)	(3,690,824)	(3,690,824)	(3,690,824)
NET CITY TAX CAPACITY	$35,732,053	$32,775,003	$30,812,161	$30,125,499	$30,125,699	$30,125,699
GROSS CITY-WIDE TAX LEVY	$15,212,265	$15,475,796	$15,475,796	$15,475,796	$15,736,146	$14,989,896
LESS CITY-WIDE FISCAL DISPARITIES DISTRIBUTION	(1,759,001)	(1,892,593)	(2,222,621)	(1,984,933)	(1,984,933)	(1,984,933)
NET CITY-WIDE TAX LEVY	$13,453,264	$13,583,203	$13,253,175	$13,490,863	$13,751,213	$13,004,963
CITY TAX CAPACITY RATE	0.37878	0.41757	0.43169	0.44782	0.45646	0.43169
RATE INCREASE (DECREASE)		0.03879	0.01412	0.01613	0.02477	(0.00000)
PERCENT INCREASE (DECREASE) IN RATE		10.24%	3.38%	3.74%	5.74%	0.00%
CHANGE FROM 2011 TAX LEVY				$0	$260,350	($485,900)

ASSUMPTIONS:
(1) THE ESTIMATE OF TAX CAPACITY FOR 2012 IS DAKOTA COUNTY'S DATA AS OF 1/8/2011.
(2) THE FISCAL DISPARITIES INFORMATION IS FROM DAKOTA COUNTY AS OF AUGUST 11, 2010.
(3) THE TAX INCREMENT INFORMATION IS FROM DAKOTA COUNTY FOR 2011 TAX LEVY AS OF SEPTEMBER 2, 2010.

CITY OF INVER GROVE HEIGHTS

TAX COMPARISON 2011 VS 2012 CITY TAXES ONLY

RESIDENTIAL HOMESTEAD VALUE = $142,800

2011
Tax Capacity -

1.00% of $142,800 =	1,428
Tax Capacity	1,428
x Est.2011 Rate	0.43169
Est 2011 City Tax	$616.45
Less Est. Market Value Homestead Credit	($107.60)
Net Est 2011 City Tax	$508.85

RESIDENTIAL HOMESTEAD VALUE = $139,400
2.40 % Decrease in value
2012 TAXABLE MARKET VALUE = 114,706

2012
Tax Capacity -

1.00% of $114,706 =	1,147
Tax Capacity	1,147
x Est.2012 Rate	0.45646
Est 2012 City Tax	$523.59
Net Est 2012 City Tax	$523.59
Difference	$14.74
Percent change	2.90%

RESIDENTIAL HOMESTEAD VALUE = $258,800

2011
Tax Capacity -

1.00% of $258,800	2,588
Tax Capacity	2,588
x Est.2011 Rate	0.43169
Est 2011 City Tax	$1,117.21
Less Est. Market Value Homestead Credit	($61.54)
Net Est 2011 City Tax	$1,055.67

RESIDENTIAL HOMESTEAD VALUE = $251,500
2.45 % Decrease in value
2012 TAXABLE MARKET VALUE = 236,895

2012
Tax Capacity -

1.00% of $236,895	2,369
Tax Capacity	2,369
x Est.2012 Rate	0.45646
Est 2012 City Tax	$1,081.33
Net Est 2012 City Tax	$1,081.33
Difference	$25.66
Percent change	2.43%

BUSINESS VALUE = $583,200

2011
Tax Capacity -

1.5% of 1st $150,000 =	2,250
2.0% of Bal ($433,200) =	8,664
Tax Capacity	10,914
Less Fiscal Disparities	(4,360)
	6,554
x Est.2011 Rate	0.43169
Est 2011 City Tax	$2,829.30

BUSINESS VALUE = $583,200
No Change in value

2012
Tax Capacity -

1.5% of 1st $150,000 =	2,250
2.0% of Bal ($433,200) =	8,664
Tax Capacity	10,914
Less Fiscal Disparities	(4,360)
	6,554
x Est.2012 Rate	0.45646
Est 2012 City Tax	$2,991.64
Difference	$162.34
Percent change	5.74%

BUSINESS VALUE = $3,080,800

2011
Tax Capacity -

1.5% of 1st $150,000 =	2,250
2.0% of Bal ($2,930,800) =	58,616
Tax Capacity	60,866
Less Fiscal Disparities	(24,312)
	36,554
x Est.2011 Rate	0.43169
Est 2011 City Tax	$15,780.00

BUSINESS VALUE = $3,080,800
No Change in value

2012
Tax Capacity -

1.5% of 1st $150,000 =	2,250
2.0% of Bal ($2,930,800) =	58,616
Tax Capacity	60,866
Less Fiscal Disparities	(24,312)
	36,554
x Est.2012 Rate	0.45646
Est 2012 City Tax	$16,685.44
Difference	$905.44
Percent change	5.74%

CITY OF INVER GROVE HEIGHTS

TAX COMPARISON 2011 VS 2012 CITY TAXES ONLY

RESIDENTIAL HOMESTEAD VALUE = $383,400

2011
Tax Capacity -

1.00% of $383,400 =	3,834
Tax Capacity	3,834
x Est.2011 Rate	0.43169
Est 2011 City Tax	$1,655.10
Less Est. Market Value Homestead Credit	($12.02)
Net Est 2011 City Tax	$1,643.08

RESIDENTIAL HOMESTEAD VALUE = $375,600
2.04 % Decrease in value
2012 TAXABLE MARKET VALUE = 372,164

2012
Tax Capacity -

1.00% of $372,164 =	3,722
Tax Capacity	3,722
x Est.2012 Rate	0.45646
Est 2012 City Tax	$1,698.78
Net Est 2012 City Tax	$1,698.78
Difference	$55.70
Percent change	3.39%

RESIDENTIAL HOMESTEAD VALUE = $2,462,400

2011
Tax Capacity -

1.00% of $500,000	5,000
1.25% of $1,962,400	24,530
Tax Capacity	29,530
x Est.2011 Rate	0.43169
Est 2011 City Tax	$12,747.81
Less Est. Market Value Homestead Credit	$0.00
Net Est 2011 City Tax	$12,747.81

RESIDENTIAL HOMESTEAD VALUE = $2,339,300
4.60% Decrease in value

2012
Tax Capacity -

1.00% of $500,000	5,000
1.25% of $1,839,300	22,991
Tax Capacity	27,991
x Est.2012 Rate	0.45646
Est 2012 City Tax	$12,776.77
Less Est. Market Value Homestead Credit	$0.00
Net Est 2012 City Tax	$12,776.77
Difference	$28.97
Percent change	0.23%

RESIDENTIAL HOMESTEAD VALUE = $349,000

2011
Tax Capacity -

1.00% of $349,000 =	3,490
Tax Capacity	3,490
x Est.2011 Rate	0.43169
Est 2011 City Tax	$1,506.60
Less Est. Market Value Homestead Credit	($25.72)
Net Est 2011 City Tax	$1,480.88

RESIDENTIAL HOMESTEAD VALUE = $339,200
2.53 % Decrease in value
2012 TAXABLE MARKET VALUE = 332,488

2012
Tax Capacity -

1.00% of $332,488 =	3,325
Tax Capacity	3,325
x Est.2012 Rate	0.45646
Est 2012 City Tax	$1,517.67
Net Est 2012 City Tax	$1,517.67
Difference	$36.80
Percent change	2.48%

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION ADOPTING THE PROPOSED TAX LEVY FOR THE YEAR 2012

BE IT RESOLVED, BY THE CITY COUNCIL OF INVER GROVE HEIGHTS AS FOLLOWS: There is a proposed tax levied upon taxable property in the City of Inver Grove Heights payable in 2012 for the following purposes in the following amounts:

General Operating Fund		$ 9,535,858
Police & Fire Special Levy		4,896,000
Bond Retirement:		
MN Armory Building Commission	$63,735	
City Share of Special Assessments	109,912	
G.O. Improvement Bonds, 2006A	85,600	
G.O. Public Safety Revenue, 2007	81,848	
G.O. Improvement Bonds 2007B	75,000	
Certificates of Indebtedness, 2008B	97,217	
G.O. Improvement Bonds, 2008A	75,000	
G.O. Capital Improvement Bonds, 2009A	384,500	
G.O. Improvement Bonds 2010B	283,332	
PIR Refunding Bonds 2010C	48,144	
($1,504,288 less transfer of $200,000 to 2009A Bonds)		
Total Bond Retirement		1,304,288
Total Levy		$15,736,146

Adopted this 12th day of September, 2011, by the City Council of Inver Grove Heights.

Ayes:

Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume
Deputy Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION ADOPTING THE PROPOSED WATERSHED MANAGEMENT TAXING DISTRICTS' TAX LEVIES FOR THE YEAR 2012

BE IT RESOLVED, BY THE CITY COUNCIL OF INVER GROVE HEIGHTS AS FOLLOWS: There is a proposed special property tax levied upon the taxable property within each of the following respective Watershed Management Taxing Districts (W.M.T.D.) in the City of Inver Grove Heights payable in 2012 for the following purposes in the following amounts:

Bond Retirement

Cuneen Trail W.M.T.D. G.O. Storm Water Refunding Bonds 2005D (Project No. 9501, Arbor Pointe Area Stormwater Pump/Lift)	$115,100
Simley Lake W.M.T.D. G.O. Storm Water Bonds 2002A (Project No. 1993-27, Cahill Ave.)	$41,903

Adopted this 12th day of September, 2011, by the City Council of Inver Grove Heights.

Ayes:

Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume
Deputy Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION ADOPTING THE PROPOSED 2012 BUDGETS

BE IT RESOLVED, BY THE CITY COUNCIL OF INVER GROVE HEIGHTS AS FOLLOWS:

The following proposed funds' Budgets for the City of Inver Grove Heights for fiscal year 2012 are hereby approved:

General Fund	$17,798,300
Recreation Fund	753,800
Community Center Fund	3,027,500
Water Fund	3,401,300
Sewer Fund	2,840,300
Golf Course Fund	2,240,800
Risk Management Fund	678,700
Central Equipment Fund	2,756,700
Central Stores Fund	143,800
City Facilities Fund	904,400
Management Information Systems Fund	520,400

Adopted this 12th day of September, 2011, by the City Council of Inver Grove Heights.

Ayes:

Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume
Deputy Clerk

Kennedy
&
Graven
CHARTERED

470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis MN 55402

(612) 337-9300 telephone
(612) 337-9310 fax
http://www.kennedy-graven.com

MEMORANDUM

TO: Joe Lynch

FROM: Stephen Bubul

DATE: August 10, 2011

RE: Contract for Private Development between City of Inver Grove Heights and Southeast Quadrant LLC

As you know, the City entered into a Contract for Private Development between the City and Southeast Quadrant LLC (the "Developer") dated October 11, 2004, as amended by the First Amendment thereto dated October 27, 2008 (the "Contract"). The First Amendment to the Contract extended the deadline for completion of the Minimum Improvements and the remaining Site Improvements from December 31, 2008 to December 31, 2011.

The Developer has now requested a Second Amendment to the Contract, in order to extend the completion date by three more years (from December 31, 2011 to December 31, 2014). A draft amendment accompanies this memo. Following is a brief description of the status of the Contract, and the impact of the proposed Second Amendment.

In the original Contract, the City authorized issuance of Tax Increment Revenue Notes (the "TIF Notes") in the aggregate principal amount of $1,995,000. The TIF Notes would be issued in two or three separate TIF Notes over time. In each case, at the time of issuance, Developer was required to prove that it had spent at least the principal amount of the TIF Note to pay for certain Site Improvements (which includes gas line relocation, excavation, grading, filling, retaining walls, various stormwater improvements, and wetland mitigation).

Developer timely completed the first portion of the Site Improvements by December 31, 2005, and submitted evidence of its Site Improvement costs. The City issued the first TIF Note in the amount of $1,322,394, designated as Series 2006A and dated November 15, 2005 (the "Series 2006A Note"). [The Series 2006A Note was actually delivered in June, 2006, but was dated November 15, 2005 because the earlier date is when the Developer actually submitted the evidence of its Site Improvement costs.]

The Series 2006A Note is payable solely from and to the extent of 90 percent of the tax increments generated from the Development Property in the six months before each payment date (referred to as "Available Tax Increment"). That is, only the increment generated by the Developer's improvements is pledged to the note; other increment from TIF District No. 4-1 is *not* pledged. Interest accrues on the Series 2006A Note from November 15, 2005, and the first possible payment date was August 1, 2007.

However, the Contract states that no payments will be made on the Series 2006A Note until the separate Land Development Agreement is executed. That has not happened, and no buildings have been built, so no payments have yet been made on the note. Any Available Tax Increment that has been generated is being held by the City for future payments after the Land Development Agreement is executed. **To date, the City has received $_____ in Available Tax Increment, which revenues were created by the completed Site Improvements and inflation in market value of the raw land. [Ehlers is doing this calculation; there might be no increment at all to date.]**

The final payment date on the Series 2006A Note is February 1, 2020. If there is not enough Available Tax Increment to pay the total principal and interest on the Series 2006A Note, the outstanding balance simply goes unpaid.

The impact of the Second Amendment is to allow the Developer additional time to complete the Minimum Improvements and remaining Site Improvements. If that work is completed by December 31, 2014 (which would mean the Land Development Agreement is also executed), payments on the Series 2006A Note will begin. However, the few remaining years on the Series 2006A Note mean that, almost certainly, the principal and accrued interest will not be paid in full. For example, if the improvements are completed by the end of 2013, the first tax increment from the new value would be collected only in years 2015 through 2019.

Nothing in the Second Amendment extends the payments on the Series 2006A Note, and such extension would not legally be possible without special legislation, as the TIF District will be decertified under current law at the end of 2019. (The February 1, 2020 payment on the note is paid from the second-half 2019 taxes.)

Also, the Developer remains technically entitled to a second TIF Note in the maximum amount of $672,606, which is the difference between the Series 2006A Note already issued and the maximum $1,995,900 amount of TIF Notes authorized under the Contract. However, because of the limited time left in the TIF District, there is no possibility that a second note would ever be paid absent special legislation extending the TIF District. Therefore, it is unlikely that a second note will ever be issued.

If you have questions about the Second Amendment, please let me know.

CITY OF INVER GROVE HEIGHTS

RESOLUTION NO. _____

RESOLUTION APPROVING A SECOND AMENDMENT TO CONTRACT FOR PRIVATE DEVELOPMENT BETWEEN THE CITY OF INVER GROVE HEIGHTS AND SOUTHEAST QUADRANT, LLC

BE IT RESOLVED by the City Council (the "Council") of the City of Inver Grove Heights, Minnesota as follows:

Section 1. Background.

1.01. The City has previously established Tax Increment Financing District No. 4-1 (the "TIF District") pursuant to Minnesota Statutes, Section 469.174 to 469.1799 (the "TIF Act") and certain special legislation.

1.02. In order to facilitate development of certain property in the TIF District, the City entered into that certain Contract for Private Development with Southeast Quadrant LLC (the "Developer") dated October 11, 2004, as amended by a First Amendment thereto dated October 28, 2008 (the "Contract").

1.03. Pursuant to the Contract, the City issued its $1,322,924 Tax Increment Revenue Note, Series 2006A (the "TIF Note"), in order to reimburse Developer for certain development costs described in the Contract.

1.04. The Developer has requested additional time to construct the Minimum Improvements and to complete all Site Improvements (as those terms are defined in the Contract).

1.05 To accommodate the change in construction schedule, the City has caused to be prepared a Second Amendment to Contract for Private Development (the "Second Amendment"), including an Amended Tax Increment Revenue Note, Series 2006A (the "Amended TIF Note").

1.06. The Council has reviewed the proposed Second Amendment, and has determined that it is in the best interests of the City and its residents to approve that document.

Section 2. Second Amendment Approved.

2.01. The Second Amendment, including the Amended TIF Note attached thereto, is approved in substantially the form on file in City Hall, subject to modifications that do not alter the substance of the transaction and are approved by the Mayor and City Administrator, provided that execution of the document by the Mayor and Deputy Clerk will be conclusive evidence of approval.

2.02. The Mayor and Deputy City Clerk are authorized and directed to execute the Second Amendment, the Amended TIF Note, and any other documents or certificates necessary to

carry out the transactions described in the Second Amendment.

Adopted by the City Council of the City of Inver Grove Heights this 12th day of September, 2011.

_____
George Tourville, Mayor

ATTEST:

_____
Deputy Clerk

SECOND AMENDMENT TO
CONTRACT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT, made as of the ___ day of September, 2011, by and between the CITY OF INVER GROVE HEIGHTS, MINNESOTA, a Minnesota municipal corporation (the "City"), and SOUTHEAST QUADRANT LLC, a Minnesota limited liability company (the "Developer").

WITNESSETH:

WHEREAS, the City has undertaken a program to promote economic development and job opportunities and to promote the development of land which is underutilized within the City, and in this connection created Development District No. 4 (hereinafter referred to as the "Project") in an area (hereinafter referred to as the "Project Area") located in the City and a Tax Increment Financing District No. 4-1 (the "TIF District") within the Project Area, all pursuant to Minnesota Statutes, Sections 469.124 to 469.134 (the "Act") Minnesota Statutes, Sections 469.174 to 469.1799 and the Special Laws (as defined herein); and

WHEREAS, the City and Developer entered into a Contract for Private Development dated as of October 11, 2004, as amended by a First Amendment thereto dated October 28, 2008 (the "Contract"), under which the Developer agreed to construct certain improvements in the TIF District and the City agreed to provide certain financial assistance for that effort; and

WHEREAS, pursuant to the Contract, the City issued to Developer the City's $1,322,394 Tax Increment Revenue Note, Series 2006A (the "Series 2006 Note"), and provided for the possible issuance of one or more additional notes in the maximum additional principal amount of $672,606 (the "Future Notes"); and

WHEREAS, as a condition to the City's obligation to make any payments on the Series 2006 Note and any Future Notes, the Developer and the City must execute a Land Development Agreement as defined in the Contract; and

WHEREAS, in light of changing market conditions, the Developer has requested, and City has agreed, to modify the development schedule under the Contract, subject to the terms and conditions of this Second Amendment to the Agreement (the "Second Amendment");

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

1. The first paragraph of Section 4.3 of the Contract is modified to read as follows:

Section 4.3. Commencement and Completion of Construction. The parties agree and acknowledge that the Developer substantially completed (or caused completion of) construction of the Site Improvements (other than retaining walls, storm water ponding and other storm water improvements) by December 31, 2005. Subject to Unavoidable Delays, Developer must substantially complete (or cause completion of) the Minimum

Improvements and the balance of Site Improvements by December 31, 2014. All work with respect to the Minimum Improvements to be constructed or provided by the Developer on the Development Property shall be in conformity with the Construction Plans as submitted by the Developer and approved by the City.

2. Developer expressly acknowledges that given delay in development of the Minimum Improvements, Available Tax Increment pledged to the Series 2006 Note (and to any Future Notes if and when issued) is expected to be significantly lower than projected at the time of issuance of the Series 2006 Note, and that Available Tax Increment may be insufficient to pay the principal and interest on the Series 2006 Note and any Future Notes.

3. Developer further acknowledges that:

(a) as of the date of this amendment to the Contract, the Land Development Agreement has not been executed by Developer and City, and that, in accordance with the Contract, no payments will be made on the Series 2006 Note or any Future Notes unless and until the Land Development Agreement is executed in full; and

(b) in consideration of the City's agreement to delay the schedule for completion of the Minimum Improvements, Tax Increment received by the City prior to execution of the Land Development Agreement will not be pledged to the Series 2006 Note; and upon execution of this Second Amendment, the City will execute and deliver the Amended Series 2006 Note in substantially the form attached hereto as Exhibit A.

4. The Contract remains in full force and effect and is not modified except as expressly provided herein.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf and its seal to be hereunto duly affixed and the Developer has caused this Agreement to be duly executed in its name and behalf as of the date first above written.

CITY OF INVER GROVE HEIGHTS,
MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator and Clerk

STATE OF MINNESOTA)
) SS.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____, 2011 by George Tourville and Joe Lynch, the Mayor and City Administrator and Clerk of the City of Inver Grove Heights, Minnesota, on behalf of the City.

_____
Notary Public

SOUTHEAST QUADRANT LLC

By _____
Its Manager

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____, 2011 by Bianca M. Fine, the Manager of Southeast Quadrant LLC, on behalf of the limited liability company.

_____
Notary Public

EXHIBIT A

UNITED STATE OF AMERICA
STATE OF MINNESOTA
COUNTY OF DAKOTA
CITY OF INVER GROVE HEIGHTS

No. R-1 $1,322,394

AMENDED TAX INCREMENT REVENUE NOTE
SERIES 2006A

Rate	Date of Original Issue
7.0%	November 15, 2005

Amended: September 12, 2011

The City of Inver Grove Heights, Minnesota (the "City"), for value received, certifies that it is indebted and hereby promises to pay to SOUTHEAST QUADRANT LLC or registered assigns (the "Owner"), the principal sum of $1,322,394 and to pay interest thereon at the rate of 7.0 percent per annum, as and to the extent set forth herein. Unless the context clearly requires otherwise, capitalized terms in this Note have the meaning provided in the Contract for Private Development between the City and Owner dated as of October 11, 2004, as modified by a First Amendment thereto dated October 28, 2008 and a Second Amendment thereto dated September 12, 2011 (the "Agreement").

1. Payments. Principal and interest ("Payments") shall be paid on August 1, 2007 and each August 1 and February 1 thereafter ("Payment Dates") to and including February 1, 2020, and shall be made in the amounts and solely from the sources set forth in Section 3 hereon. Payments shall be applied first to accrued interest, and then to unpaid principal.

Payments are payable by mail to the address of the Owner or such other address as the Owner may designate upon 30 days written notice to the City. Payments on this Note are payable in any coin or currency of the United States of America which, on the Payment Date, is legal tender for the payment of public and private debts.

2. Interest. Interest at the rate stated herein shall accrue on the unpaid principal from and after the date of issue of this Note. Interest accruing from the date of issue through February 1, 2007 will be compounded semiannually on each February 1 and August 1 and added to principal.

3. Available Tax Increment. Payments on this Note on each Payment Date are payable solely from and in the amount of Available Tax Increment. The term "Available Tax

Increment" means, on each Payment Date, 90 percent of the Tax Increment attributable to the Minimum Improvements and Development Property that are paid to the City by Dakota County after execution of the Land Development Agreement and received by the City in the six months preceding the Payment Date. The Tax Increment attributable to the Minimum Improvements and Development Property shall be calculated as follows: (i) the total tax capacity of the Development Property and improvements thereon for the relevant tax payable year, less (ii) the adjusted original net tax capacity of the Development Property determined by the County auditor upon re-certification of such parcels by the City in accordance with Section 469.176, subd. 6 of the TIF Act, (iii) multiplied by the total local tax rate applicable in the relevant tax-payable year.

Available Tax Increment shall not include any Tax Increment if, as of any Payment Date, there is an uncured Event of Default under the Agreement. Any amount of Available Tax Increment so withheld shall be paid on the next Scheduled Payment Date after the default is cured, unless the Note has been terminated in accordance with Section 9.2(b) of the Agreement. Any Tax Increment received by the City prior to execution of the Land Development Agreement is not Available Tax Increment and is not pledged to this Note.

The City shall have no obligation to pay principal of and interest on this Note on each Payment Date from any source other than Available Tax Increment, and shall have no obligation to pay unpaid balance of principal or accrued interest that may remain after the Payment on the final Payment Date described in Section 1 hereof.

4. Prepayment. The principal sum and all accrued interest payable under this Note is prepayable in whole or in part at any time by the City without premium or penalty.

5. Termination. At the City's option, this Note shall terminate and the City's obligation to make any payments under this Note shall be discharged upon the occurrence of an Event of Default on the part of the Developer as defined in Section 9.1 of the Agreement, but only if the Event of Default has not been cured in accordance with Section 9.2(b) of the Agreement.

6. Nature of Obligation. This Note is one of an issue in the total principal amount of $1,322,394 issued to aid in financing certain public development costs and administrative costs of a Project undertaken by the City pursuant to Minnesota Statutes, Sections 469.125 through 469.134, and is issued pursuant to the Agreement and an authorizing resolution (the "Resolution") duly adopted by the City on August 9, 2004, and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Sections 469.174 to 469.179, and the Special Laws. The Notes are equally and ratably secured by the Resolution. This Note is a limited obligation of the City which is payable solely from Available Tax Increment pledged to the payment hereof under the Resolution. This Note and the interest hereon shall not be deemed to constitute a general obligation of the State of Minnesota or any political subdivision thereof, including, without limitation, the City. Neither the State of Minnesota, nor any political subdivision thereof shall be obligated to pay the principal of or interest on this Note or other costs incident hereto except out of Available Tax Increment, and neither the full faith and credit nor the taxing power of the State of Minnesota or

any political subdivision thereof is pledged to the payment of the principal of or interest on this Note or other costs incident hereto.

7. Registration and Transfer. This Note is issuable only as a fully registered note without coupons. As provided in the Resolution, and subject to certain limitations set forth therein, this Note is transferable upon the books of the City kept for that purpose at the principal office of the City Administrator, by the Owner hereof in person or by such Owner's attorney duly authorized in writing, upon surrender of this Note together with a written instrument of transfer satisfactory to the City, duly executed by the Owner. Upon such transfer or exchange and the payment by the Owner of any tax, fee, or governmental charge required by law to be paid by the City with respect to such transfer or exchange, there will be issued in the name of the transferee a new Note of the same aggregate principal amount, bearing interest at the same rate and maturing on the same dates.

This Note shall not be transferred to any person other than an affiliate, or other related entity, of the Owner unless the City has been provided with an opinion of counsel or a certificate of the transferor, in a form satisfactory to the City, that such transfer is exempt from registration and prospectus delivery requirements of federal and applicable state securities laws.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen, and to be performed in order to make this Note a valid and binding limited obligation of the City according to its terms, have been done, do exist, have happened, and have been performed in due form, time and manner as so required.

IN WITNESS WHEREOF, the City Council of the City of Inver Grove Heights, Minnesota has caused this Note to be executed with the manual signatures of its Mayor and City Administrator, all as of the Date of Original Issue specified above.

CITY OF INVER GROVE HEIGHTS,
MINNESOTA

_____ _____

City Administrator Mayor

REGISTRATION PROVISIONS

The ownership of the unpaid balance of the within Note is registered in the bond register of the City Administrator, in the name of the person last listed below.

Date of Signature of

Registration	Registered Owner	City Administrator
	SOUTHEAST QUADRANT LLC Attn: Bianca Fine 1916 IDS Center	
November 15, 2005	Minneapolis, MN 55402	_____
Amended:		
September 12, 2011		_____

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

CONSIDER APPROVING WORK TO REPAIR WALLS AND INSTALL NEW CARPET IN LOWER LEVEL OF CITY HALL

Meeting Date:	September 12, 2011		**Fiscal/FTE Impact:**
Item Type:	Regular	[ ]	None
Contact:	JTeppen, Asst City Admin	[ ]	Amount included in current budget
Prepared by:		[ ]	Budget amendment requested
Reviewed by:		[ ]	FTE included in current complement
		[ ]	New FTE requested – N/A
		[x]	Other

PURPOSE/ACTION REQUESTED Consider quotes for work to repair walls and install new carpet in the lower level of City Hall.

SUMMARY As the City Council will recall, there was very little remodeling done in the lower level of City Hall as part of the Public Safety Addition/City Hall Renovation project. The only remodeling done on the lower level was to combine one office into two, removing two doorways and sheet rocking over the spaces left, mechanical equipment upgrades to accommodate the geo-thermal system, and put shelving units in various rooms for storage purposes.

Two mainly cosmetic items were left undone; carpet and walls. That lower level was formerly the Police Department, a very high traffic space where the walls and carpet took a beating. The walls have wallpaper covering them that has been painted at least twice since it was installed when the building was originally constructed. The carpet was installed in the early 1990's.

While the lower level will be primarily storage, the employee lunch/breakroom, and Technology offices and staff will be located there.

Staff has received quotes for repairs to the walls and new carpet only in those areas where Staff will be regularly using – the breakroom, hallways and office area – not the various rooms that will be used for storage. The quote for the walls is to remove the wallpaper and patch the holes in the walls, and priming and painting. The lowest quote for that work is $5,892.00.

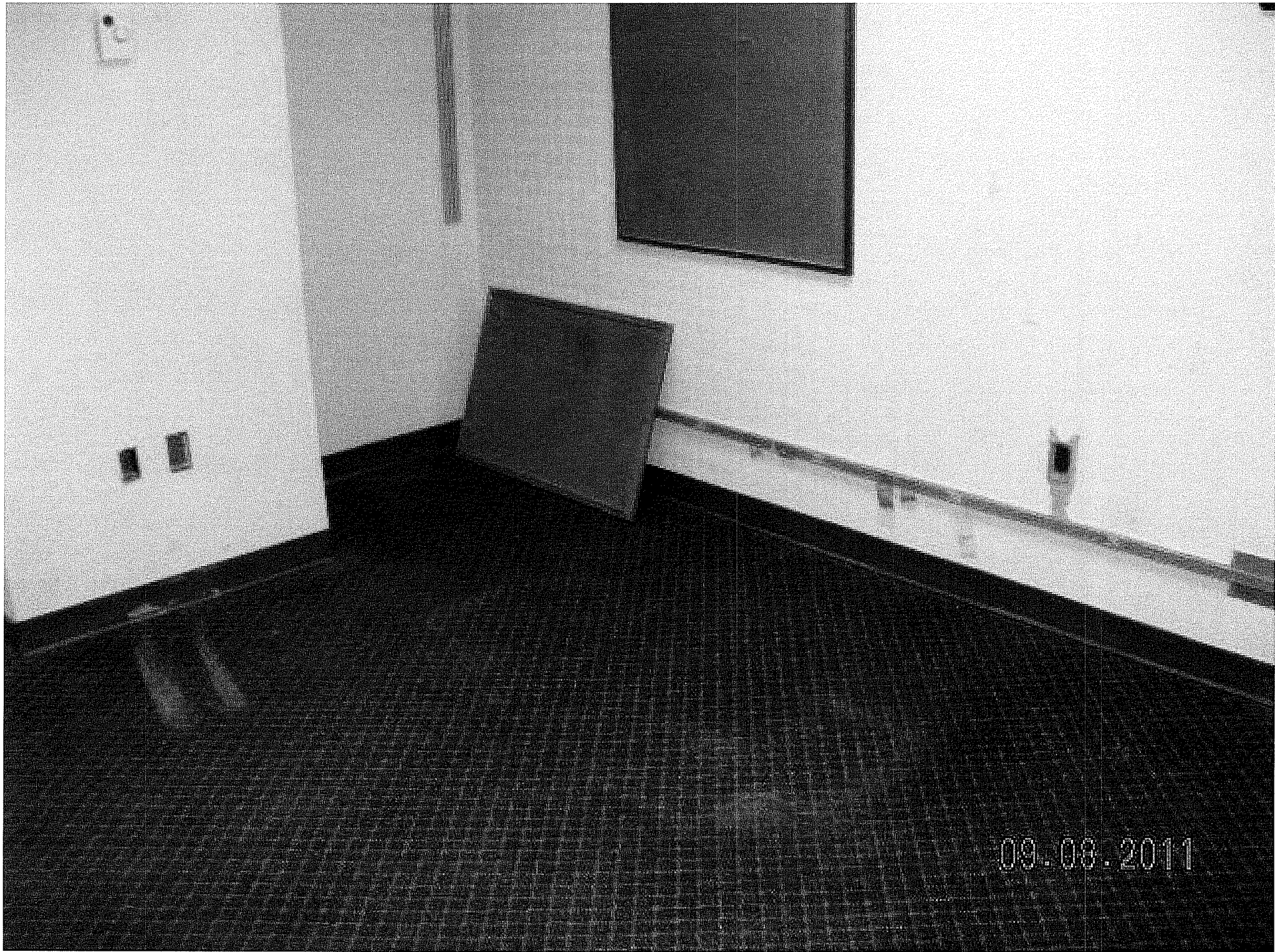
The quote to carpet only the office area, the hallways and the breakroom (NOT the storage areas) is for $7,128. This quote also includes new vinyl baseboard.

I have attached some photos of the walls and carpet in the lower level.

The total of this work is $13,020 and Staff proposes to fund it from the City Facilities fund which has an unencumbered fund balance of $606,000.

09.08.2011

11.08.2011
08.08.00


09.08.2011

L10N3017
08.08.80

09.08.2011

11.02.80.80

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

APPROVE PURCHASE OF EQUIPMENT AND LABOR FOR RELOCATION OF VoIP AND NETWORK EQUIPMENT CITY PROJECT 2008-18 PUBLIC SAFETY ADDITION/CITY HALL RENOVATION

Meeting Date:	September 12, 2011		**Fiscal/FTE Impact:**
Item Type:	Regular		None
Contact:	JTeppen, Asst City Admin		Amount included in current budget
Prepared by:			Budget amendment requested
Reviewed by:			FTE included in current complement
			New FTE requested – N/A
		x	Other

PURPOSE/ACTION REQUESTED Consider approval of a proposal to purchase VoIP and network equipment, telephones and labor associated with the move back to the City Hall side of the building.

SUMMARY With the completion of the City Hall remodel Staff will be moving back to that side of the building soon. We will again be responsible for moving the VoIP phone and network equipment to its permanent location. In addition, because we've increased the size of the entire building and added a number of rooms/workspaces, we are in need of additional phones and with new phones we need additional licensing.

This quote is for the purchase of five conference phones (we will leave some regular phones in other conference rooms or we'll move a conference phone to the conference room when it's needed). Ten less expensive phones will be located in areas where a phone is needed (evidence, evidence processing, etc), but the more functionality phone isn't necessary. And finally, purchase of six of the desk phones we currently use.

This will involve the after hour's move of existing equipment and the purchase of new equipment to satisfy data and phone connections at new office locations and workstations. The work will include the purchase of a 48 POE 1 gig switch and involve moving the telephone system, voice mail and all equipment to the new MER. Move a 48 POE switch from TR 1 to TR 2, and move a 48 port POE switch from TR 1 to TR 3.

This also includes the connection and documentation of all data ports to the appropriate switch, fiber connections, switch connections, system configuration and testing. The cost of new equipment is $7,248.46 labor is $2,730 for a total of $9,978.46.

The funds for this contract don't come out of the construction contract (the bonds). The funds come from the internal sources the Council previously discussed; the MIS Fund, the City Facilities Fund, the Water and Sewer Funds, the Closed Bond Fund and the Host Community Fund. We have $160,000 budgeted for relocation expenses, of which about $103,000 remains.

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
ABBY M. NOVAK
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
• ROGER C. MILLER
1924-2009

*ALSO ADMITTED IN WISCONSIN
✧ALSO ADMITTED IN NORTH DAKOTA
○ALSO ADMITTED IN MASSACHUSETTS
□ALSO ADMITTED IN OKLAHOMA

MEMO

TO: **Mayor and Councilmembers**
FROM: **Timothy J. Kuntz, City Attorney**
DATE: **September 8, 2011**
RE: **Ordinance Amendment Relating to City Code Amendments Permitting Temporary On-Sale Liquor Licenses and One-Day Consumption and Display Permits – September 12, 2011 City Council Meeting**

Section 1. Background. Recently the City has been made aware that a local church would like to sell intoxicating liquor at a church festival. While the City Code provides for the issuance of temporary on-sale 3.2 liquor licenses, it does not currently permit the sale or giving away of intoxicating liquor at similar events. Pursuant to the authority granted to the City by certain provisions of Minnesota Statutes, Sections 340A.404 and 340A.414, this ordinance amendment would permit the City to issue temporary on-sale intoxicating liquor licenses and one-day consumption and display permits to eligible non-profits and similar entities.

Section 2. Council Action. The Council is asked to consider the first reading of the attached Ordinance Amending Inver Grove Heights City Code Sections 4-1A-4, 4-1A-5, 4-1A-20, and 4-1A-21 To Permit Temporary On-Sale Intoxicating Liquor Licenses and One-Day Consumption and Display Permits at the September 12, 2011 City Council meeting.

Attachment

633 SOUTH CONCORD STREET • SUITE 400 • SOUTH SAINT PAUL, MINNESOTA 55075 • 651-451-1831 • FAX 651-450-7384
OFFICE ALSO LOCATED IN SPOONER, WISCONSIN

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO._____

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE, TITLE 4, CHAPTER 1A, SECTIONS 4-1A-4 AND 4-1A-5 AND ADDING SECTIONS 4-1A-20, AND 4-1A-21 TO PERMIT TEMPORARY ON-SALE INTOXICATING LIQUOR LICENSES AND ONE-DAY CONSUMPTION AND DISPLAY PERMITS

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. Amendment. Title 4, Chapter 1A, Section 4-1A-4, of the Inver Grove Heights City Code is hereby amended to read as follows:

4-1A-4: TYPES OF LICENSES:

There shall be the following ~~five (5)~~ seven (7) separate types of intoxicating liquor licenses:

On-sale intoxicating liquor license.

Off-sale intoxicating liquor license.

On-sale wine license.

Special club intoxicating liquor license.

Sunday on-sale intoxicating liquor license.

Temporary on-sale intoxicating liquor license.

One-day consumption and display permit.

A. On-Sale Intoxicating Liquor License: On-sale intoxicating liquor licenses shall be issued only to hotels, clubs, restaurants and exclusive liquor stores and shall permit on-sale of liquor only.

B. Off-Sale Intoxicating Liquor License: Off-sale licenses shall be issued only to exclusive liquor stores whose fixtures and structures, exclusive of land, have a fair market value of at least fifty thousand dollars ($50,000.00). Said license shall permit off-sales of liquor only. (Ord. 1078, 2-9-2004)

C. On-Sale Wine License: On-sale wine licenses shall be issued only to restaurants meeting the qualifications of section 4-1A-2 of this article and shall permit only the sale of wine not exceeding fourteen percent (14%) alcohol by volume, for consumption on the licensed premises only, in conjunction with the sale of food. The holder of an on-sale wine license who is also licensed to sell 3.2 percent malt liquor on-sale pursuant to Minnesota statutes section 340A.411 and pursuant to article C of this chapter, has seating capacity for at least fifty (50) people at one time and whose gross receipts are at least sixty percent (60%) attributable to the sale of food may also sell 3.2 percent malt liquors on-sale without an additional license. (Ord. 1078, 2-9-2004; amd. 2008 Code)

D. Special Club Intoxicating Liquor License: A special club license shall be issued only to an incorporated bona fide club or to a congressionally chartered veterans' organization which has been in existence for three (3) years. Said special club license shall permit the sale of intoxicating liquors to members and bona fide guests only.

E. Sunday On-Sale Intoxicating Liquor License: A Sunday on-sale intoxicating liquor license shall be issued only to:

1. Hotels, as defined by Minnesota statutes section 340A.101 that have a "restaurant" as defined in section 4-1A-2 of this article;

2. Clubs, as defined by Minnesota statutes section 340A.101, that have a "restaurant" as defined in section 4-1A-2 of this article;

3. Restaurants, as defined in section 4-1A-2 of this article, which establishments already have an on-sale intoxicating liquor license, and which establishments have facilities for serving not less than fifty (50) guests at one time. A Sunday on-sale intoxicating liquor license shall permit the sale of intoxicating liquor to be consumed on the premises between the hours of ten o'clock (10:00) A.M. on Sunday and one o'clock (1:00) A.M. on Monday in conjunction with the serving of food, provided that the licensed establishment is in conformance with the Minnesota clean indoor air act. (Ord. 1078, 2-9-2004)

F. Temporary On-Sale Intoxicating Liquor License: Temporary on-sale intoxicating liquor licenses shall be governed by section 4-1A-20 of this article.

G. One-Day Consumption and Display Permit: One-day consumption and display permits shall be governed by section 4-1A-21 of this article.

Section Two. Amendment. Title 4, Chapter 1A, Section 4-1A-5, of the Inver Grove Heights City Code is hereby amended to read as follows:

4-1A-5: NUMBER OF LICENSES:

The following number of licenses may be issued by the city, although there is no obligation on the city to issue any prescribed minimum amount:

Type	Number
On-sale intoxicating liquor license for hotels	No maximum limit
On-sale intoxicating liquor license for restaurants	No maximum limit
On-sale intoxicating liquor license for exclusive liquor stores	18
On-sale intoxicating liquor license for special clubs	No maximum limit
On-sale wine license	No maximum limit
Sunday on-sale intoxicating liquor license	No maximum limit
Off-sale intoxicating liquor license	No maximum limit
Temporary on-sale intoxicating liquor license	See Minnesota Statutes, Section 340A.404, subd. 10
One-day consumption and display permit	See Minnesota Statutes, Section 340A.414, subd. 9

Section Three. Amendment. Title 4, Chapter 1A, Section 4-1A-20, of the Inver Grove Heights City Code is hereby added to read as follows:

4-1A-20: TEMPORARY INTOXICATING LIQUOR LICENSE:

A. Intent and Purpose: It is the intent and purpose of this section to effectuate the authorization to issue temporary on-sale intoxicating liquor licenses given to municipalities by Minnesota Statutes Section 340A.404, subd. 10, and to supplement, but not repeal, any part of this article.

B. Authorized Licensees: Temporary on-sale intoxicating liquor licenses may only be issued to a club or charitable, religious or other nonprofit organization in existence for at least three years, a political committee registered under Minnesota Statutes Section 10A.14, or a state university.

C. Authorized Purposes: A temporary on-sale intoxicating liquor license shall permit the licensee to sell intoxicating liquor for consumption at a specific premises. A temporary on-sale intoxicating liquor license may authorize on-sales of intoxicating liquor at premises other than the premises the licensee owns or permanently occupies. A temporary on-sale intoxicating liquor license may only be issued in connection with a social event within the municipality sponsored by the licensee. The license may provide that the licensee may contract for

intoxicating liquor catering services with the holder of a full-year on-sale intoxicating liquor license issued by any municipality.

D. Duration of Licenses: The license may authorize the on-sale of intoxicating liquor for not more than four consecutive days.

E. Application and Issuance of License: A temporary on-sale liquor license shall be issued on an application form prescribed by the city clerk and issued by the city council after a public hearing.

F. License Fee: The fee for a temporary on-sale liquor license shall be established by resolution of the city council, and must be paid prior to issuance of such license.

G. Presence of Police Officer: If the temporary on-sale liquor license is used on public property, the licensee shall hire a uniformed police officer to remain on the premises during the use of the license.

H. Approval by Commissioner of Public Safety: A temporary on-sale liquor license issued under this section is not valid unless first approved by the commissioner of public safety.

I. Insurance: Applicants must provide proof of the same liability insurance coverage required for any other retail liquor license.

Section Four. Amendment. Title 4, Chapter 1A, Section 4-1A-21, of the Inver Grove Heights City Code is hereby added to read as follows:

4-1A-21: ONE-DAY CONSUMPTION AND DISPLAY PERMITS:

A. Intent and Purpose: It is the intent and purpose of this section to effectuate the authorization to issue one-day consumption and display permits given to municipalities by Minnesota Statutes Section 340A.414, subd. 9, and to supplement, but not repeal, any part of this article.

B. Authorized Licensees: One-day consumption and display permits may only be issued to a nonprofit organization in conjunction with a social activity in the city sponsored by the organization.

C. Application and Issuance of License: A one-day consumption and display permit shall be issued on an application form prescribed by the city clerk and issued by the city council. No public hearing shall be required.

D. License fee: The fee for a one-day consumption and display permit shall be established by resolution of the city council, and must be paid prior to issuance of such license.

E. Presence of Police Officer: If the one-day consumption and display permit is used on public property, the licensee shall hire a uniformed police officer to remain on the premises during the use of the license.

F. Approval by Commissioner of Public Safety: A one-day consumption and display permit issued under this section is not valid unless first approved by the commissioner of public safety.

G. Insurance: Since the one-day consumption and display permit is not a retail permit for the sale of alcoholic beverages, no proof of liability insurance will be required for issuance of the permit.

Section Five. 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

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION ESTABLISHING TEMPORARY ON-SALE LIQUOR LICENSE, ONE DAY CONSUMPTION AND DISPLAY PERMIT FEES

WHEREAS, the Inver Grove Heights City Council has amended certain sections of the City Code and established a process for the City to issue temporary on-sale liquor licenses and one-day consumption and display permits, and as a result recognizes the need to update the existing 2011 Fee Schedule to include fees for these new licenses and permits, and

WHEREAS, any changes to these Fee Schedule shall be set by resolution by the City Council of the City of Inver Grove Heights City Code;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Inver Grove Heights, Minnesota, approves the attached amendments to the 2011 Fee Schedule.

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

Ayes:
Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy City Clerk

Type of License	Section Requiring License/Section Pertaining to Fees	License Expires	Fee (annual unless otherwise noted)
Temporary On-Sale Liquor License	4-1A-20	Period not to exceed four consecutive days	$30 per event
One-Day Consumption and Display Permit	4-1A-21	Period not to exceed one day	$25 per permit

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Meeting Date:	September 12, 2011		**Fiscal/FTE Impact:**
Item Type:	Regular	☐	None
Contact:	Joe Lynch, 651-450-2511	☐	Amount included in current budget
Prepared by:		☐	Budget amendment requested
Reviewed by:		☐	FTE included in current complement
		☐	New FTE requested – N/A
		☐	Other

PURPOSE/ACTION REQUESTED:

Appoint representatives to serve on the steering and technical advisory committees during the development of the Robert Street Transitway AA Study.

SUMMARY:

The Robert Street Transitway Alternatives Analysis Study entails an assessment of existing and future transportation needs, detailed analysis of potential capital and operational investments in transit service, and a local decision making process emphasizing involvement of the general public and both elected and appointed officials
from within the study area.

The Dakota County Regional Railroad Authority and the Ramsey County Regional Railroad Authority will serve as lead agencies during the AA Study development, with oversight provided by the Metropolitan Council. As part of the AA Study the lead agencies will establish a project steering committee, technical advisory committee and project management team to formally define the transportation opportunities and challenges within the Study Area and provide input, guidance and recommendations on possible solutions.

Council should discuss and consider the appointment of one elected official to serve on the steering committee and at minimum one staff member to serve on the technical advisory committee, plus alternates for each position.