



**INVER GROVE HEIGHTS CITY COUNCIL AGENDA**  
**-REVISED-**  
**MONDAY, FEBRUARY 13, 2012**  
**8150 BARBARA AVENUE**  
**7:00 P.M.**

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. PRESENTATIONS**

A. Presentation of Certificate of Achievement for Excellence in Financial Reporting for Fiscal Year 2010

**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 – January 23, 2012 Regular Council Meeting \_\_\_\_\_

B. Resolution Approving Disbursements for Period Ending February 7, 2012 \_\_\_\_\_

C. Change Order No. 1 for City Project No. 2008–18, Public Safety Addition/City Hall Renovation Project – Dascom \_\_\_\_\_

D. Change Order No. 3 for City Project No. 2008–18, Public Safety Addition/City Hall Renovation Project – Tri Com Communications \_\_\_\_\_

E. Change Order No. 4 for City Project No. 2008–18, Public Safety Addition/City Hall Renovation Project – Tri Com Communications \_\_\_\_\_

F. Pay Voucher No. 7 for City Project No. 2011–09D, Urban Street Reconstruction, South Grove Area 6 \_\_\_\_\_

G. Pay Voucher No. 8 for City Project No. 2008–18, Public Safety Addition/City Hall Renovation Project – Tri Com Communications \_\_\_\_\_

H. Acceptance of Amendment No. 2 to Proposal for Geotechnical Testing Services from American Engineering Testing for the 2012 Pavement Mgmt Program, City Project No. 2012–09D Urban Street Reconstruction – 65<sup>th</sup> Street Area \_\_\_\_\_

I. Resolution Authorizing City to Enter into an Agreement with the Union Pacific Railroad for Improvements to the Existing Public Road and Regional Trail At-Grade Crossing for 66<sup>th</sup> Street E. \_\_\_\_\_

J. Purchase of Eight-Inch Pressure Station from Northwestern Power Equipment Company \_\_\_\_\_

K. Acceptance of Proposal from Scherff, Inc. for Demolition of Southern Water System Recirculation Pump Station \_\_\_\_\_

- L. Authorize Phase I Environmental Site Assessment of the Golf Course Property Along T.H. 3 for T.H. 3 Turn Lanes at Autumn Way – City Project No. 2010–41 \_\_\_\_\_
  - M. Resolution Requesting an Advancement of Municipal State Aid (MSA) Funding from the City’s State Aid Construction Account for City Project 2012–09D – 65<sup>th</sup> Street \_\_\_\_\_
  - N. Resolution Authorizing Preparation of a Phase I Environmental Site Assessment for the Site Acquisition for City Project No. 2011–02, Concord Bioretention Basin at 78<sup>th</sup> St. E. \_\_\_\_\_
  - O. Resolution Authorizing Feasibility Report – 2012 Improvement Program, City Project No. 2011–15, Orchard Trail Improvements \_\_\_\_\_
  - P. Approve the 2012 Seasonal/Temporary Compensation Plan \_\_\_\_\_
  - Q. Approve 2012 Compensation for Non–Union Employees \_\_\_\_\_
  - R. Set 2012–13 Ice Rates at the VMCC \_\_\_\_\_
  - S. Approve Agreement for Mechanical Engineering Services for the VMCC \_\_\_\_\_
  - T. Approve 2012 Sentence to Serve Contract \_\_\_\_\_
  - U. Amend Water Utility Fund 2012 Budget \_\_\_\_\_
  - V. Approve Funding for Property Acquisition from the Park Acquisition and Development Fund \_\_\_\_\_
  - W. Resolution Authorizing Participation in All Hazard Mitigation Planning Process \_\_\_\_\_
  - X. Approve Individual Massage Therapist License Application – Lizabeth Bjelke \_\_\_\_\_
  - Y. Approve Individual Massage Therapist License Application – Angela White \_\_\_\_\_
  - Z. Schedule Public Hearing – 3.2 Off Sale Liquor License \_\_\_\_\_
  - AA. Schedule Public Hearing – Temporary On–Sale Intoxicating Liquor License \_\_\_\_\_
  - BB. Schedule Public Hearing – Pawnbroker’s License \_\_\_\_\_
  - CC. Award Custodial Services Contract \_\_\_\_\_
  - DD. Approve Purchase of Custodial Equipment \_\_\_\_\_
  - EE. Personnel Actions \_\_\_\_\_
5. **PUBLIC COMMENT:** Public comment provides an opportunity for the public to address the Council on items that are not on the Agenda. Comments will be limited to three (3) minutes per person.
6. **PUBLIC HEARINGS:**

**7. REGULAR AGENDA:**

**COMMUNITY DEVELOPMENT:**

**A. DAKOTA COUNTY CDA;** Consider the following resolutions for property located on the 8200 block of College Trail:

- i) Resolution approving a Final Plat of East Campus Second Addition \_\_\_\_\_
- ii) Resolution approving a Conditional Use Permit for a 24 unit Multiple Family Development \_\_\_\_\_
- iii) Resolution approving a Variance from Internal Building Setbacks and Minimum Road Width \_\_\_\_\_
- iv) Resolution approving a **Conditional Use Permit** to Exceed 25% Impervious Surface Coverage in the Shoreland Overlay District \_\_\_\_\_

**B. DAVID WHEATON;** Consider a Resolution relating to Vacation of all of the Street Rights-of-Way within the Plat of Dorr's Third Inver Grove Addition \_\_\_\_\_

**C. CITY OF INVER GROVE HEIGHTS;** Consider the following actions:

- i) Resolution Approving a Purchase Agreement with the City of Inver Grove Heights Economic Development Authority relating to the Sale of Excess Property Owned by the City on a Portion of the Inverwood Golf Course Property \_\_\_\_\_
- ii) Resolution Providing for the Defeasance, Prepayment and Redemption of the Outstanding Golf Course Gross Revenue Refunding Bonds, Series 2003A, of the City and Authorizing Execution of an Escrow Agreement \_\_\_\_\_

**PUBLIC WORKS:**

**D. CITY OF INVER GROVE HEIGHTS;** Consider Third Reading of an Ordinance Amending Inver Grove Heights City Code Title 9, Chapter 4 Regarding Excavation and Fills \_\_\_\_\_

**ADMINISTRATION:**

**E. CITY OF INVER GROVE HEIGHTS;** Consider Third Reading of an Ordinance Amending City Code Title 4, Chapter 2, Regarding License Provisions for Pawnbrokers and Precious Metal Dealers and Title 1, Chapter 10 and Title 3, Chapter 2 Eliminating Licenses for Secondhand Goods Dealers \_\_\_\_\_

**F. CITY OF INVER GROVE HEIGHTS;** Consider Resolution Amending 2012 Fee Schedule to Include a Charge for Pawn Transactions \_\_\_\_\_

**G. CITY OF INVER GROVE HEIGHTS;** Consider Policy for Public Art Display at City Hall \_\_\_\_\_

**H. CITY OF INVER GROVE HEIGHTS;** Consider Appointment of Finance Director \_\_\_\_\_

**8. MAYOR AND COUNCIL COMMENTS:**

**9. ADJOURN**

**INVER GROVE HEIGHTS CITY COUNCIL MEETING  
MONDAY, JANUARY 23, 2012 - 8150 BARBARA AVENUE**

**CALL TO ORDER/ROLL CALL** The City Council of Inver Grove Heights met in regular session on Monday, January 23, 2012, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m. Present were Council members Grannis, Klein, and Madden; City Administrator Lynch, Assistant City Administrator Teppen, City Attorney Kuntz, Public Works Director Thureen, Parks & Recreation Director Carlson, Community Development Director Link, Fire Chief Thill, and Police Chief Stanger

**3. PRESENTATIONS:**

**A. SSP Area Relay 4 Life**

Jaime Ross and Laura Grevas provided an overview of the eighth annual Relay 4 Life event scheduled on August 3<sup>rd</sup> and 4<sup>th</sup> at Lincoln Center Elementary in South St. Paul. They explained that the overnight event was one of the American Cancer Society's main fundraisers, and displayed a brief video highlighting the event's activities.

Ms. Ross stated over the past seven (7) years the event rose over \$700,000, honored over 800 cancer survivors, and welcomed 3,500 participants. She explained February was designated "Paint our Towns Purple" month, and Relay 4 Life representatives would be out in the community, attending local events to disseminate information about the event in August. She noted that a kickoff event would be held on February 21<sup>st</sup> from 5:30-8:00 p.m. and would be an opportunity to learn more about Relay 4 Life and sign up a team for the event in August.

Mayor Tourville asked staff put a link to the Relay 4 Life website on the City's website. He reiterated that it is an activity for citizens in local communities, including Inver Grove Heights and South St. Paul.

Councilmember Madden commended the Relay 4 Life event for honoring cancer survivors and those who passed away from cancer. He stated it was a nice event that raises awareness and thanked those involved for organizing the program.

**B. Drug Task Force Reimbursement**

Chief Stanger explained that the Dakota County Drug Task Force is a proactive narcotics enforcement team, whose mission is to target mid to high level drug dealers. The task force is a consortium of officers from all police agencies within Dakota County. He stated the task force operates under a joint powers agreement, with a governing board of twelve members. The task force budget, funded via state and federal dollars, forfeiture gains, and other proceeds is established annually by the board members. He explained each year the board examines the task force fund balance to ensure that sufficient funds exist for the next year's operating budget as well as an additional year in case funding sources become unavailable. He noted that if it is determined that a fund surplus exists, board may allow participating agencies to recoup some of the expenses they incurred as a result of having a representative serve on the Drug Task Force. In 2011 a surplus existed due to a high volume of case closures that resulted in a high number of forfeitures and cash seizures. He explained that the board voted to allow up to \$15,000 per officer assigned to the Task Force to be returned to the agency for expenses above and beyond the officer's regular salary. He stated the City received \$13,817.04 for the reimbursement of costs incurred for vehicle and equipment, training, and overtime for having a member on the Drug Task Force.

Councilmember Klein opined that the reimbursement was good news.

Mayor Tourville stated the Drug Task Force was an important group that the City needs to continue to participate on and commented that it was nice to hear that a surplus existed that would help defray some of the costs associated with participation.

**4. CONSENT AGENDA:**

Councilmember Grannis removed Item 4I, Approve Contract with Braun Intertec for Work on the 66<sup>th</sup> St. Project related to the Rock Island Swing Bridge, from the Consent Agenda.

- A. Minutes – January 9, 2012 Regular Council Meeting
- B. **Resolution No. 12-03** Approving Disbursements for Period Ending January 18, 2012
- C. Pay Voucher No. 9 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation – Low Voltage Contractors
- D. Final Compensating Change Order No. 6, Final Pay Voucher No. 7, Engineer’s Final Report, and **Resolution No. 12-04** Accepting Work for City Project No. 2010-09D, South Grove Street Reconstruction – Area 5
- E. Accept Proposal from Bergerson-Caswell, Inc. for Well Pump No. 3 Rehabilitation
- F. Approve the 2012 Labor Agreement between the City of Inver Grove Heights and A.F.S.C.M.E. Council 5, Local 1065
- G. **Resolution No. 12-05** Revoking a Special Assessment Deferral for City Project No. 2010-09D, South Grove Street Reconstruction – Area 5
- H. Award Contract for Purchase and Installation of Emergency Back-up Generator at Fire Station 3 to Prestige Electric
- J. Approve Changes to North Valley Disc Golf Operations Agreement
- K. Accept Annual Report from Inver Grove Heights Police Department
- L. Personnel Actions

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

**Ayes: 4**

**Nays: 0      Motion carried.**

- I. Approve Contract with Braun Intertec for Work on the 66<sup>th</sup> St. Project related to the Rock Island Swing Bridge

Councilmember Grannis stated he would not vote in favor of contracting with Braun Intertec due to a mistake that was made during a previous project.

**Motion by Madden, second by Klein, to approve contract with Braun Intertec for work on the 66<sup>th</sup> Street Project related to the Rock Island Swing Bridge**

**Ayes: 3**

**Nays: 1 (Grannis)      Motion carried.**

**5. PUBLIC COMMENT:**

**6. PUBLIC HEARINGS:**

- A. **CITY OF INVER GROVE HEIGHTS;** Consider Resolution Ordering Project, Approving Plans and Specifications, and Authorizing Advertisement for Bids for the 2012 Pavement Management Program, City Project No. 2011-08, 66<sup>th</sup> Street from Concord Boulevard to the Swing Bridge and City Project No. 2011-21, Park Improvements (66<sup>th</sup> Street Parking Lot and Related Trails)

Mr. Kaldunski explained the feasibility study outlined two options for the project and it was determined that Option B would be the most practical approach due to its lower cost and use of existing right-of-way. He stated Option B would entail a roadway mill and overlay, curb and gutter installation, driveway construction, trail construction, drainage improvements, water main improvements, hydrant/valve installation, installation of water main and sanitary sewer on Doffing Avenue, restoration and appurtenances. The proposed project area would include 66<sup>th</sup> Street from Concord Boulevard to Donnelly Avenue and Doffing Avenue from 66<sup>th</sup> Street to 180 feet north.

Mr. Kaldunski explained the second part of the project would involve park improvements including grading of the 66<sup>th</sup> Street parking lot, construction of rain gardens, placing concrete curb and gutter, bituminous

paving, construction of a trail to the pier, installation of new trail lighting, salvaging railroad artifacts, removal of railroad materials abandoned on right-of-way, restoration and appurtenances. He stated the trail construction would occur on 66<sup>th</sup> Street from Donnelly Avenue to the Swing Bridge Pier and on old railroad right-of-way from 66<sup>th</sup> Street to the overview deck near the Swing Bridge Pier and from the overview deck to River Road.

Mr. Kaldunski stated the total estimated project cost is \$921,134, including \$392,332 for the City Project No. 2011-08 road improvements, and \$528,802 for City Project No. 2011-21 park improvements. The total amount proposed to be assessed for the street improvements was \$208,345. He noted that no assessments were proposed to be levied for the park improvements. He reviewed the funding sources for both projects, noting that the park improvements would be funded with County turnback funds and Park funds and grants. He explained construction would start in the spring with a final completion date of June 30, 2012 in order to comply with grant requirements. He noted a neighborhood meeting was held and reviewed the comments received from the affected businesses and residents.

Councilmember Madden questioned why the curb was proposed to be installed on only one side of the street.

Mr. Kaldunski explained the primary function of the curb would be to physically separate the new trail from the existing pavement.

Joe Harms, River Heights Marina, opined that the only reason the project was initiated was to accommodate the park project. He stated he, as a business owner, has never complained about the condition of the road and expressed concern with being assessed for water and sewer that will not affect his property. He opined that the proposed assessments were too expensive and felt it would be unfair to ask the businesses in the area to shoulder a majority of the cost for the improvements. He asked that other funding sources be considered to alleviate some of the cost for the area businesses.

Mr. Kaldunski explained that the road was recently turned back to the City by the County, and in doing so gave the City a specific amount of money to put towards street improvements.

Councilmember Klein questioned why River Heights Marina would be assessed for water and sewer if the business was not connected to City water or sewer service.

Mr. Kaldunski explained that water and sewer lines are proposed to be installed along Donnelly Avenue. He stated Mr. Harms' upper lot could be serviced if he chose to connect to the lines being installed.

Councilmember Klein commented that the value of Mr. Harms' property would increase even if he did not connect to the water and sewer lines being installed.

Mayor Tourville stated the proposed project was City initiated. He noted that the agreement with the County included a provision that the road had to be improved after the turn back was completed.

Mr. Harms explained that one block stretch of road mainly serves his marina and now it seems that it is being improved because it will service the Rock Island Swing Bridge and the additional parking lot for the park facility. He opined that there wouldn't be a need to improve the street if it continued to service only his property.

**Motion by Klein, second by Grannis, to close the public hearing.**

**Ayes: 4**

**Nays: 0          Motion carried.**

Mayor Tourville questioned if

Mr. Carlson stated the concept discussed at the work session was presented by the County to the City late on Friday. He explained staff would further examine the proposed concept plan to determine its merit and feasibility. He noted if staff finds the plan to be feasible, the City would have a window of approximately 40-45 days in which plans could be developed and added to the existing plans that would be bid on for the project. He explained if the City chose to pursue the concept plan presented by the County, all of the

associated costs would be paid for by the County. He noted the newest plan would also need to be brought to the Parks and Recreation Advisory Commission and the City Council for formal review and approval in order to send it out for bid.

Mayor Tourville stated he had no financial gain in the project but would abstain from the vote because his employer was involved with some of the preliminary plans.

Mr. Kuntz indicated that four (4) votes were required for approval because the project was initiated by the Council.

Mayor Tourville explained he was not involved with any of the preliminary plans for the project, he did not own the company, and he did not participate in any discussions regarding the project, other than at the Council level. He questioned if the City Attorney thought there would be a conflict of interest if he were to vote on the project. He stated the timing of the project is critical and delaying the vote would delay the project schedule.

Mr. Kuntz opined that there would not be a conflict of interest if the Mayor voted on the project. He explained because the project was Council initiated, a 4/5 vote of the Council was required by statute in order to approve the project. He referenced an Attorney General's opinion which deals with Minnesota Statute 412.311 and provides in part that no member of a Council can have a direct or indirect interest in any contract made by the Council. He explained that the question of indirect interest arises when a councilmember is an employee of a company that is contracting with the City. He stated the Attorney General opined, and he concurred, that in circumstances where that councilmember is not on the board of directors of the company, does not own any interest in the company, is not the supervising party of the contract, and is not paid any bonus or commission as a result of the contract, that association as employee does not constitute an indirect interest. He concluded that the Mayor did not have a conflict interest and could vote on the matter.

**Motion by Klein, second by Grannis, to adopt Resolution No. 12-06 Ordering Improvements, Approving Plans and Specifications, and Authorizing Advertisement for Bids for 2012 Pavement Management Program, City Project No. 2011-08, 66<sup>th</sup> Street from Concord Boulevard to the Swing Bridge Pier and Resolution No. 12-07 Ordering Improvements, Approving Plans and Specifications, and Authorizing Advertisement for Bids for 2012 Pavement Management Program, City Project No. 2011-21, Park Improvements (66<sup>th</sup> Street Parking Lot and related Trails)**

**Ayes: 4**

**Nays: 0      Motion carried.**

**B. CITY OF INVER GROVE HEIGHTS;** Consider Resolution Ordering Project, Approving Plans and Specifications, and Authorizing Advertisement for Bids for the 2012 Pavement Management Program, City Project No. 2012-09D, Urban Street Reconstruction Project (65<sup>th</sup> Street Neighborhood and Cahill Ct.)

Mr. Kaldunski stated proposed project would be the City's annual reconstruction project. He explained the City has completed a series of reconstruction projects, primarily in the South Grove area, over the last six (6) years. He reviewed a map of the proposed project area, along 65<sup>th</sup> Street spanning from Babcock Trail to Cahill Avenue. The majority of the street improvements would involve full reconstruction. He noted some storm water improvements would also be completed. He stated Cahill Court was also proposed to be reconstructed as part of the project. The total estimated project cost was \$6,767,034, and the amount of state aid funds proposed to be allocated to the project was \$2,734,500. Typically City policy has been to assess approximately 70% of the total project cost, therefore the total amount proposed to be assessed was \$3,391,153, as per the City's Pavement Management Policy. He reviewed the benefit analysis appraisal, stating that for a single family home the recommended assessment cap for parcels located west of T.H. 52 was \$4,000. The recommended assessment cap for those single family properties lying to the east of T.H. 52 was \$5,000. He noted this information was shared with the attendees of an informational meeting. The assessments were proposed to be levied over 10 years at a 5% interest rate. He reviewed the proposed construction schedule and discussed the assessment deferral policy.

Councilmember Klein questioned when Cahill Court was constructed and how much had been spent by the City on maintenance in that time period.

Mr. Kaldunski stated it was built in 1990 and seal coated the year after it was constructed.

Councilmember Klein questioned why no additional maintenance had been done in 21 years.

Councilmember Grannis noted that street improvements are done at the discretion of the Council.

Mayor Tourville commented that for many years prior to the establishment of the Pavement Management Program it was difficult to get Council approval on street improvements. He opined that the easy thing to do would be to never do any street improvements or maintenance. He stated the current Council implemented a Pavement Management Program a number of years ago to protect the City's infrastructure.

Councilmember Madden stated the program makes the infrastructure easier to maintain.

Joyce Deeb, 7577 Cahill Ct., questioned why a full reconstruction was proposed on Cahill Court if the typical maintenance schedule involves a mill and overlay approximately every 20 years.

Mr. Kaldunski stated the decision to do a full reconstruction was based on the recommendation of the geotechnical firm that performed soil testing on the road. He explained the tests showed a lot of expansive clay soils underneath the road. He opined that the road was able to last as long as it did because it had a thicker layer of bituminous than is typically applied. He stated in this instance the black top is thinning out and crumbling, and a mill and overlay would remove the top two inches of the road but would not resolve the deterioration that exists on the bottom. He noted there is as much deterioration on the bottom of the surface as there is on the top, so the structural integrity of the road is compromised.

Ryan Guggisberg, 2590 67<sup>th</sup> Court E., stated his property was proposed to be assessed for drainage improvements only. He explained that with the proposed assessment cap, the benefits received by those properties proposed to be assessed for drainage and road improvements is far greater than the benefit he and his neighbors on 67<sup>th</sup> Court East would receive. He opined that he would receive no benefit because he would be assessed for a storm sewer drain that is located in his front yard. He questioned why he would be assessed at the same rate as those receiving significantly more benefit from the project. He also questioned why the drainage allocation for the bid was less than total proposed drainage assessments.

Mr. Kaldunski reviewed the proposed drainage improvements and stated that in the initial scope of the project 67<sup>th</sup> Court East was not considered for reconstruction. He explained that upon further analysis of the project, staff became more aware of the drainage and contribution areas to the storm sewer system and what the actual drainage issues are in the area. He stated the proposed design would correct those issues.

Mayor Tourville asked if core samples were taken on 67<sup>th</sup> Court East and Bixby Way.

Mr. Kaldunski indicated samples were not taken because neither was included in the original scope of the project and were only added after the drainage issues were discovered. He noted that 67<sup>th</sup> Court East would likely be a candidate for a mill and overlay, but because it was not included in the original scope of the project it was not part of the feasibility study that was used when the Council originally ordered the project.

Mayor Tourville clarified that Council would need to conduct another hearing and have the feasibility study amended in order to include 67<sup>th</sup> Court East and Bixby Way in the project.

Mr. Kaldunski responded in the affirmative. He stated if 67<sup>th</sup> Court East had been included in the street improvement project, the proposed assessments for the benefitting properties would have reached the recommended caps.

Mayor Tourville opined that the residents on 67<sup>th</sup> Court East may be better off having the geotechnical testing done and being included in the street improvements because of the recommended cap and the fact that construction will already be done in the area.

Councilmember Madden noted the work would also be completed at a better contract price.

Mr. Kaldunski reiterated that the main issue is that the affected property owners were not included in the original hearing notice and Council would need to follow proper procedure to add them to the project.

Steve Dodge, Assistant City Engineer, clarified that all property owners on 67<sup>th</sup> Court East were properly notified for the drainage improvement portion of the project.

Mr. Kuntz questioned if staff had a statement on the potential impact of a street improvement on the properties on 67<sup>th</sup> Court East.

Mr. Kaldunski responded in the negative.

Mr. Kuntz explained because a statement of economic impact was not available at the time of the hearing, the Council could not order the project with street improvements on 67<sup>th</sup> Court East included.

Mayor Tourville questioned if the Council could direct staff to move forward with geotechnical testing on 67<sup>th</sup> Court East to determine if a mill and overlay is warranted.

Mr. Kaldunski stated an amendment to the feasibility study would take approximately a month, which would affect the bidding schedule and the projected start of construction.

Mr. Kuntz stated the project could be kept on schedule if the public hearing was continued at the first meeting in April, but the Council authorized the advertisement of bids prior to the hearing.

Maynard McManus, 2168 65<sup>th</sup> Street, stated he wants to know what the cost will be per lot. He opined that there are people on a fixed budget that need to plan for the proposed assessment. He asked the Council to be sympathetic to the homeowner.

Mayor Tourville clarified that the meeting was not an assessment hearing. He explained that exact costs would not be known until bids are received and the project is completed. He noted that the assessment amounts discussed are preliminary, not exact.

Mr. McManus explained he was told that his property would not be assessed like a regular lot because it was larger and could be subdivided into five separate lots. He expressed concern that he would be assessed for five lots that he cannot develop.

Mayor Tourville stated if Mr. McManus were willing to sign an agreement that states he will not subdivide his property, he would be assessed as one lot.

Mr. McManus responded he would be willing to sign such an agreement.

Councilmember Klein questioned if the public hearing would be continued until after an amended feasibility report is received.

Mr. Kuntz advised that would be the recommended protocol.

Gene Mankowski, 2565 67<sup>th</sup> Ct. E., asked that the Council look at how property owners are assessed in terms of the value that is being added to the property based on the improvements that are made.

Ron Schmidt, 7569 Cahill Ct., questioned if any resident on Cahill Court requested that the road be improved or complained about the condition of the road. He stated the street was built in 1990 and other than a crack being filled with asphalt, not another dime was spent on maintenance of the road. He acknowledged that the asphalt was crumbling. He noted that whoever constructed the road did something right because it lasted 20 years. He stated the curb is fine and does not need to be replaced. He stated there is minimal traffic and there have been no drainage problems in the cul-de-sac. He opined that none of the residents want the street to be fully reconstructed. He suggested removing the asphalt and digging down approximately eight (8) inches. He questioned if the residents on Cahill Court could be bid as a separate project so they are not paying for work being done in another area of the project.

Mr. Kaldunski recommended that the curb be replaced because when there is a cut it typically damages the curb and it costs more money to save it than it does to replace it.

Mayor Tourville questioned if Cahill Court would be built to the same standards and specifications as 65<sup>th</sup> Street.

Mr. Kaldunski explained that 65<sup>th</sup> Street would have six (6) inches of bituminous laid, whereas Cahill Court would have four (4) inches of bituminous laid.

Councilmember Klein expressed concern regarding the depth to which Cahill Court would be dug.

Mr. Thureen explained the standards that were established in the early 1990's for residential and collector streets.

Mr. Kaldunski noted that Cahill Court had one of the thickest layers of bituminous on any residential street in the City. He stated the decision was made when it was built to not remove the clay soils underneath and instead to lay a thin layer of sand and gravel fill to stabilize the bituminous black top.

Mr. Schmidt opined that the original contractor did something right because the road lasted twenty years without maintenance.

Mr. Kaldunski stated he did not know if any money would be saved by changing the specifications on Cahill Court.

Ms. Deeb reiterated that it is disturbing that the project on Cahill Court is being grouped in with a much larger project in which water and sewer improvements are also being done. She suggested that the bids and the request for bids be organized in such a way that it is clear what the different classifications of improvements cost. She asked for some assurance that she will not be assessed for the additional work being done as part of the overall project.

Mr. Kaldunski stated Cahill Court could be listed as a separate assessment schedule in the overall bid. He explained there would be a separate bid exclusively for the cost on Cahill Court.

Mayor Tourville suggested that similar streets also be looked at in the same manner.

Mr. Kaldunski stated a series of schedules could be established.

Mr. Thureen explained that the current methodology for assessment calculations factors in the different standards that are being constructed. Collector streets, such as 65<sup>th</sup> Street, are calculated at a different rate than normal residential streets. He noted that the City contributes a greater percentage of the cost for collector streets.

Mayor Tourville agreed and asked that the calculation be shown to the residents being assessed so they understand how their specific assessment amount was determined in relation to other portions of the project.

Mr. Thureen cautioned that parsing out a project in that manner can result in receiving uneven unit price bidding.

Bob Krammer, 6850 Blackhawk Trail, expressed concerns regarding the assessment policy. He stated is proposed to be assessed for two lots even though he has no desire to split his lot. He opined that paying for two parcels would not add value to his property.

Mayor Tourville suggested that Mr. Krammer could resolve the issue by signing an agreement stating he would not subdivide his property.

Jo Teare, 6444 Babcock Trail, expressed concern regarding the proposal to change all the curbing. She stated she did not want to see something replaced if it was not absolutely necessary. She also wanted to ensure that uniform curbing would be installed. She stated there were drainage areas along 65<sup>th</sup> Street that were not included on the project map.

Mr. Kaldunski stated engineering staff would look at the issue to confirm the final drainage areas.

Mr. Thureen stated that the curb was proposed to be replaced because of the reconstruction, not because of a style difference.

Mr. Kuntz stated if additional properties were going to be added to the project for consideration of street improvements, the hearing should be continued until March 26<sup>th</sup>. He suggested that there be a separate motion directing staff to amend the feasibility report to add the specific area.

Mayor Tourville suggested continuing the hearing until April 9<sup>th</sup> to allow enough time for the feasibility study to be amended.

**Motion by Madden, second by Klein, to continue the public hearing to the April 9, 2012 Regular Council Meeting at 7:00 p.m.**

**Ayes: 4**

**Nays: 0      Motion carried.**

**Motion by Klein, second by Madden, to direct staff to update the feasibility study for City Project No. 2012-09D to include 67<sup>th</sup> Ct. E. and Bixby Way, and to identify the subsidization and assessment methodology for the different portions of the project.**

**Ayes: 4**

**Nays: 0      Motion carried.**

The City Council took a 5 minute recess.

## **7. REGULAR AGENDA:**

### **ADMINISTRATION:**

**A. CITY OF INVER GROVE HEIGHTS;** Consider Second Reading of an Ordinance Amending City Code Title 4, Chapter 2, Regarding License Provisions for Pawnbrokers and Precious Metal Dealers and Title 1, Chapter 10 and Title 3, Chapter 2 Eliminating Licenses for Secondhand Goods Dealers

Ms. Teppen stated this is the second reading of the proposed ordinance regarding pawnbrokers' and precious metal dealers' licenses. She explained in response to direction provided by the City Council during the first reading of the ordinance, the City Attorney revised the ordinance to address the number of each type of license that could be issued within the City. She stated pawnbrokers' licenses would be limited to two (2) and precious metal dealers' licenses would be limited to five (5).

Chuck Armstrong, Director of Community Affairs for Pawn America, asked for consideration regarding a change to the hours of operation on Sundays. He explained their stores currently open at 11:00 a.m. on Sundays and close at 6:00 p.m. He noted that it had been a pleasure working with the City and commended staff for their efforts.

Councilmember Klein stated he would support changing the hours of operation on Sundays to begin at 11:00 a.m.

**Motion by Klein, second by Madden, to approve the Second Reading of an Ordinance Amending City Code Title 4, Chapter 2, regarding license provisions for Pawnbrokers and Precious Metal Dealers and Title 1, Chapter 10 and Title 3, Chapter 2 Eliminating Licenses for Secondhand Goods Dealers with the suggested amendment to change the Sunday hours of operation to 11:00 a.m. to 10:00 p.m.**

**Ayes: 4**

**Nays: 0      Motion carried.**

**B. CITY OF INVER GROVE HEIGHTS;** Approve Agreement with Dascom Systems Group for Purchase and Installation of Stand Alone Digital Signage System

Ms. Teppen explained the next two items on the agenda were related to technology within the building. She noted both items were discussed with the architect and technology consultant during the design phase of the City Hall project and were subsequently neglected when the final design was received. She explained the equipment and fiber for both items was included and installed. She stated the proposed prices were substantially less than what would have been included in the original project bid. She noted the first item was a standalone digital signage system, which was essentially a messaging program that would run on the televisions located throughout the City Hall concourse.

**Motion by Klein, second by Grannis, to approve an agreement with Dascom Systems Group for Purchase and Installation of Stand Alone Digital Signage System**

**Ayes: 4**

**Nays: 0      Motion carried.**

**C. CITY OF INVER GROVE HEIGHTS;** Approve Agreement with Dascom Systems Group for Purchase and Installation of Video Distribution System in the Police Department

Ms. Teppen explained the purchase of the video distribution system was specific to the Police Department and it would provide the opportunity to do a split screen on a number of their video display units.

**Motion by Klein, second by Madden, to approve an Agreement with Dascom Systems Group for Purchase and Installation of Video Distribution System in the Police Department**

**Ayes: 4**

**Nays: 0      Motion carried.**

**PUBLIC WORKS:**

**D. CITY OF INVER GROVE HEIGHTS;** Consider Second Reading of an Ordinance Amending Inver Grove Heights City Code Title 9, Chapter 4 regarding Excavation and Fills

Mr. Kaldunski explained per Council direction the proposed ordinance was sent to local construction contractors for feedback. He stated feedback was received from six (6) contractors including information regarding the concept that a property owner would be allowed to move 100 cubic yards of dirt per acre without a permit. He noted this would make the calculation simple and would provide contractors with a nice “rule of thumb”. He reviewed the exemptions that were incorporated into the proposed ordinance.

**Motion by Klein, second by Grannis, to approve the second reading of an Ordinance amending Inver Grove Heights City Code Title 9, Chapter 4 regarding Excavation and Fills**

**Ayes: 4**

**Nays: 0      Motion carried.**

**E. CITY OF INVER GROVE HEIGHTS;** Consider Resolution Prohibiting Parking on 66<sup>th</sup> Street East from Concord Boulevard to Donnelly Avenue

Mr. Kaldunski explained residents did not have a problem with the no parking on the North side and recommended that the City Council approve the resolution.

Mayor Tourville noted prohibition would not take effect until the project was completed.

**Motion by Madden, second by Klein, to adopt Resolution No. 12-08 Prohibiting Parking on 66<sup>th</sup> Street East from Concord Boulevard to Donnelly Avenue**

**Ayes: 4**

**Nays: 0      Motion carried.**

**8. MAYOR AND COUNCIL COMMENTS:**

Mayor Tourville said there is an EDA meeting on February 6<sup>th</sup> at 6:00 p.m.

**9. ADJOURN:** Motion by Grannis, second by Madden, to adjourn. The meeting was adjourned by a unanimous vote at 9:25 p.m.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Meeting Date: February 13, 2012  
 Item Type: Consent  
 Contact: Bill Schroepfer 651-450-2516  
 Prepared by: Bill Schroepfer, Accountant  
 Reviewed by: N/A

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Approve the attached resolution approving disbursements for the period of January 19, 2012 to February 7, 2012.

**SUMMARY**

Shown below is a listing of the disbursements for the various funds for the period ending February 7, 2012. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$651,398.57
Debt Service & Capital Projects	653,944.27
Enterprise & Internal Service	408,424.69
Escrows	29,979.18
	<hr/>
Grand Total for All Funds	<u><u>\$1,743,746.71</u></u>

If you have any questions about any of the disbursements on the list, please call Shannon Battles, Accountant at 651-450-2488 or Bill Schroepfer, Accountant at 651-450-2516.

Attached to this summary for your action is a resolution approving the disbursements for the period January 19, 2012 to February 7, 2012 and the listing of disbursements requested for approval.

**DAKOTA COUNTY, MINNESOTA**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING DISBURSEMENTS FOR THE  
PERIOD ENDING February 7, 2012**

**WHEREAS**, a list of disbursements for the period ending February 7, 2012 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	\$651,398.57
Debt Service & Capital Projects	653,944.27
Enterprise & Internal Service	408,424.69
Escrows	29,979.18
Grand Total for All Funds	<u><u>\$1,743,746.71</u></u>

Adopted by the City Council of Inver Grove Heights this 13th day of February, 2012.

Ayes:

Nays:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Rheaume, Deputy City Clerk



# Expense Approval Report

By Fund

Payment Dates 1/19/2012 - 2/7/2012

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
ACE PAINT & HARDWARE	509596/5	12/31/2011	11/29/11	101.42.4000.421.60065	26.51
ACE PAINT & HARDWARE	510118/5	01/25/2012	1/13/12	101.42.4200.423.40040	37.61
ACE PAINT & HARDWARE	510155/5	02/01/2012	1/18/12	101.44.6000.451.60016	15.68
ACE PAINT & HARDWARE	510167/5	02/01/2012	1/19/12	101.44.6000.451.60016	34.14
ACE PAINT & HARDWARE	510168/5	02/01/2012	1/19/12	101.44.6000.451.60016	8.54
ACE PAINT & HARDWARE	508828/5	12/31/2011	9/26/11	101.44.6000.451.60040	19.21
AEM FINANCIAL SOLUTIONS, LLC	287604	02/07/2012	JANUARY 2012	101.41.2000.415.30700	9,000.00
AFSCME COUNCIL 5	INV0006442	01/27/2012	UNION DUES (AFSCME FAIR SHARE)	101.203.2031000	39.54
AFSCME COUNCIL 5	INV0006443	01/27/2012	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	746.32
AFSCME COUNCIL 5	INV0006444	01/27/2012	UNION DUES (AFSCME FULL SHARE-PT)	101.203.2031000	44.19
ANCOM TECHNICAL CENTER	27221	12/31/2011	JOB 115693	101.42.4200.423.40042	800.00
APBP	2000002268	12/31/2011	2/15/11	101.45.3200.419.50080	65.00
ARAMARK UNIFORM SERVICES	629-7403297	01/25/2012	1/7/12	101.43.5200.443.60045	25.22
ARAMARK UNIFORM SERVICES	629-7408242	01/25/2012	15353001	101.43.5200.443.60045	15.70
ARAMARK UNIFORM SERVICES	629-7413199	01/25/2012	CUSTOMER 15353001	101.43.5200.443.60045	15.70
ARAMARK UNIFORM SERVICES	629-7418124	02/07/2012	ACCOUNT 15353001	101.43.5200.443.60045	25.22
ARAMARK UNIFORM SERVICES	629-7423141	02/07/2012	CUSTOMER 153501	101.43.5200.443.60045	15.70
ARAMARK UNIFORM SERVICES	629-7403297	01/25/2012	CUSTOMER 15353001	101.44.6000.451.60045	30.26
ARAMARK UNIFORM SERVICES	629-7408242	01/25/2012	15353001	101.44.6000.451.60045	39.78
ARAMARK UNIFORM SERVICES	629-7413199	01/25/2012	CUSTOMER 15353001	101.44.6000.451.60045	45.75
ARAMARK UNIFORM SERVICES	629-7418124	02/07/2012	ACCOUNT 15353001	101.44.6000.451.60045	30.26
ARAMARK UNIFORM SERVICES	629-7423141	02/07/2012	CUSTOMER 153501	101.44.6000.451.60045	39.78
ASSURANT LIFE	1/3/12	01/31/2012	LONG-TERM DISABILITY INSURANCE	101.203.2031700	3,365.16
AT & T MOBILITY	287237771092x01122012	12/31/2011	ACCOUNT 287237771092	101.41.1000.413.50025	51.92
AT & T MOBILITY	287237771092x01122012	12/31/2011	ACCOUNT 287237771092	101.41.1100.413.50025	25.96
BARNA, GUZY, & STEFFEN LTD	91925	12/31/2011	12/31/11 GENERAL LABOR 50003-005	101.41.1100.413.30430	637.00
BLACKBIRD, ANTHONY	1/5/12	02/07/2012	REIMBURSE-PLAZA RAMP	101.44.6000.451.50065	9.00
BOARD-CERTIFIED SAFETY PROFESSIONAL	2012 CSP ANNUAL RENEWAL	01/25/2012	ID 7398669216	101.42.4200.423.50070	150.00
BRKW APPRAISALS, INC.	6712	12/31/2011	4.6 ACRES OF VACANT LAND	101.45.3000.419.30700	2,400.00
BRKW APPRAISALS, INC.	6739	12/31/2011	.8 ACRES OF VACANT LAND	101.45.3000.419.30700	2,600.00
CARGILL, INC.	2900331192	01/25/2012	ORDER 307919	101.43.5200.443.60016	31,174.85
CARGILL, INC.	2900331196	01/25/2012	ORDER 307926	101.43.5200.443.60016	4,242.62
CARGILL, INC.	2900342343	01/25/2012	ORDER 307919	101.43.5200.443.60016	1,418.95
CARGILL, INC.	2900348545	01/25/2012	ORDER 323685	101.43.5200.443.60016	27,892.55
CARGILL, INC.	2900354258	02/01/2012	ORDER 323677	101.43.5200.443.60016	9,395.93
CARGILL, INC.	2900368532	02/07/2012	ORDER 334908	101.43.5200.443.60016	4,001.39
CARGILL, INC.	2900370606	02/07/2012	ORDER 334896	101.43.5200.443.60016	35,032.99
CARGILL, INC.	2900377908	02/07/2012	ORDER 334908	101.43.5200.443.60016	2,461.53
CEMSTONE PRODUCTS COMPANY	1148678	02/01/2012	9021	101.43.5200.443.40066	370.86
CENTURY LINK	1/19/12 651 455 9072 782	02/01/2012	ACCOUNT 651 455 9072 782	101.42.4200.423.50020	40.51
CENTURY LINK	1/13/12 651 552 0672 975	02/07/2012	ACC	101.44.6000.451.50020	41.78
CENTURY LINK	1/22/12 651 457 7671 869	02/07/2012	ACCOUNT 651 457 7671 869	101.44.6000.451.50020	41.78
CENTURY LINK	1/22/12 651 457 7674 999	02/07/2012	ACCOUNT 651 457 7674 999	101.44.6000.451.50020	41.78
CENTURY LINK	1/13/12 651 453 0219 330	02/07/2012	ACCOUNT 651 453 0219 660	101.44.6000.451.50070	41.78
COLLINS ELECTRICAL CONST.	1230003.01	02/07/2012	1/25/12	101.43.5400.445.30700	1,400.23
COLLINS ELECTRICAL CONST.	1230050.01	02/07/2012	1/25/12	101.43.5400.445.30700	608.26
COLONIAL LIFE	1/3/12	01/31/2012	SHORT-TERM DISABILITY INSURANCE	101.203.2032300	919.01
COPY RIGHT	53805	02/07/2012	1/31/12	101.42.4000.421.50030	145.19
COPY RIGHT	53897	02/07/2012	1/31/12	101.42.4000.421.50030	145.52
CORNIEA, RYAN	12/27/11	12/31/2011	REIMBURSE-STREICHERS	101.42.4000.421.60045	129.99
DAKOTA CTY EMERGENCY SERVICES	1/26/12	02/07/2012	JOINT POWERS AGREEMENT 2012	101.42.4000.421.50070	7,115.00
DAKOTA CTY WATER RESOURCES	1/12/12	02/01/2012	2012 JPA PUMP MAINTENANCE	101.45.3300.419.30700	4,547.07
DAKOTA ELECTRIC ASSN	1/26/12 461221-4	02/01/2012	ACCOUNT 461221-4	101.43.5400.445.40020	22.89
DAKOTA ELECTRIC ASSN	1/26/12 250165-8	12/31/2011	ACCOUNT 250165-8	101.44.6000.451.40020	54.55
DAKOTA ELECTRIC ASSN	1/26/12 393563-2	12/31/2011	ACCOUNT 393563-2	101.44.6000.451.40020	154.96
DAKOTA ELECTRIC ASSN	1/26/12 246837-9	02/07/2012	ACCOUNT 246837-9	101.44.6000.451.40020	356.19
DAKOTA ELECTRIC ASSN	1/26/12 443054-2	02/07/2012	ACCOUNT 443054-2	101.44.6000.451.40020	12.17
DATA FLOW	63288	01/25/2012	1/4/12	101.41.2000.415.50030	94.91
ECOLAB VEHICLE CARE DIVISION	7546252	02/01/2012	ACCOUNT 097014773	101.42.4200.423.60011	279.94
EDELMANN & ASSOCIATES, INC.	126990	02/07/2012	SO 110849	101.44.6000.451.40040	228.25
EFTPS	INV0006446	01/27/2012	FEDERAL WITHHOLDING	101.203.2030200	37,666.94
EFTPS	INV0006485	01/30/2012	FEDERAL WITHHOLDING	101.203.2030200	792.17
EFTPS	INV0006449	01/27/2012	SOCIAL SECURITY WITHHOLDING	101.203.2030400	28,162.66
EFTPS	INV0006488	01/30/2012	SOCIAL SECURITY WITHHOLDING	101.203.2030400	582.91
EFTPS	INV0006448	01/27/2012	MEDICARE WITHHOLDING	101.203.2030500	10,575.70
EFTPS	INV0006487	01/30/2012	MEDICARE WITHHOLDING	101.203.2030500	162.54
ELLING, CHARLES	1/7/12	01/25/2012	REIMBURSE-PLAZA RAMP	101.44.6000.451.50065	9.00
FINANCIAL OPERATION MS 215	307	02/07/2012	ACCOUNT 0000001298	101.43.5200.443.40046	83.34
FIRE SAFETY USA	49652	02/08/2012	1/12/12	101.42.4200.423.60040	1,199.96
FISCHER, KATHY	1/31/12	02/07/2012	REIMBURSE-MILEAGE	101.43.5000.441.50075	14.98
FRESHWATER SOCIETY	91901	01/25/2012	1/12/12	101.43.5200.443.50080	250.00
GRAINGER	9725901475	12/31/2011	ACCOUNT 806460150	101.42.4200.423.40040	(444.62)
GRAINGER	9728932014	01/25/2012	ACCOUNT 806460150	101.43.5200.443.60016	345.16
GRAINGER	9728932022	01/25/2012	ACCOUNT 806460150	101.43.5200.443.60016	49.53
GRAINGER	9729426008	01/25/2012	ACCOUNT 806460150	101.43.5200.443.60016	33.02
HEALTH PARTNERS	1/6/12	01/31/2012	HEALTH INSURANCE PREMIUMS (COBRA)	101.203.2030700	6,999.82
HEALTH PARTNERS	1/6/12	01/31/2012	HEALTH INSURANCE PREMIUM (ACTIVE)	101.203.2030700	86,409.49
HEALTH PARTNERS	1/6/12	01/31/2012	DENTAL INSURANCE PREMIUMS (ACTIVE)	101.203.2030800	5,612.31
HEALTH PARTNERS	1 / 6 / 12	01/31/2012	DENTAL INSURANCE PREMIUMS (COBRA)	101.203.2030800	459.60

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
HEALTHEAST MEDICAL TRANSPORTATION	11-34920	12/31/2011	TUCKER, MICHAEL	101.42.4000.421.30700	85.00
HENNING FIRE PROTECTION EQUIPMENT	441107	02/01/2012	1/27/12	101.42.4000.421.60065	82.91
HENNING FIRE PROTECTION EQUIPMENT	441158	12/31/2011	12/20/11	101.43.5200.443.60016	50.00
HENNING FIRE PROTECTION EQUIPMENT	441158	12/31/2011	12/20/11	101.44.6000.451.40040	196.90
HENNING FIRE PROTECTION EQUIPMENT	441158	12/31/2011	12/20/11	101.45.3300.419.30700	12.00
HOME DEPOT CREDIT SERVICES	1/8/12 VMGC	12/31/2011	ACCOUNT 6035 3220 1712 8343	101.44.6000.451.60040	48.90
IACP	1001014796	02/01/2012	MEMEBER 1635393 RENEWAL 2012	101.42.4000.421.50070	120.00
ICMA	14092211	02/01/2012	140922 RENEWAL 2012	101.41.1100.413.50070	119.00
ICMA RETIREMENT TRUST - 457	INV0006396	01/27/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	135.00
ICMA RETIREMENT TRUST - 457	INV0006397	01/27/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	283.48
ICMA RETIREMENT TRUST - 457	INV0006398	01/27/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	75.00
ICMA RETIREMENT TRUST - 457	INV0006399	01/27/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	436.31
ICMA RETIREMENT TRUST - 457	INV0006400	01/27/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	175.00
ICMA RETIREMENT TRUST - 457	INV0006401	01/27/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	291.38
ICMA RETIREMENT TRUST - 457	INV0006402	01/27/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	690.00
ICMA RETIREMENT TRUST - 457	INV0006403	01/27/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	116.12
ICMA RETIREMENT TRUST - 457	INV0006404	01/27/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	150.00
ICMA RETIREMENT TRUST - 457	INV0006405	01/27/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	643.58
ICMA RETIREMENT TRUST - 457	INV0006406	01/27/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	75.00
ICMA RETIREMENT TRUST - 457	INV0006407	01/27/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	169.29
ICMA RETIREMENT TRUST - 457	INV0006408	01/27/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	1,503.84
ICMA RETIREMENT TRUST - 457	INV0006409	01/27/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	314.84
ICMA RETIREMENT TRUST - 457	INV0006410	01/27/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	40.00
ICMA RETIREMENT TRUST - 457	INV0006411	01/27/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	370.64
ICMA RETIREMENT TRUST - 457	INV0006412	01/27/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	290.00
ICMA RETIREMENT TRUST - 457	INV0006413	01/27/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	424.22
ICMA RETIREMENT TRUST - 457	INV0006414	01/27/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	450.00
ICMA RETIREMENT TRUST - 457	INV0006415	01/27/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	130.96
ICMA RETIREMENT TRUST - 457	INV0006416	01/27/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	100.00
ICMA RETIREMENT TRUST - 457	INV0006417	01/27/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	35.10
ICMA RETIREMENT TRUST - 457	INV0006418	01/27/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	500.00
ICMA RETIREMENT TRUST - 457	INV0006419	01/27/2012	ICMA (AGE 50 & OVER)	101.203.2031400	246.56
ICMA RETIREMENT TRUST - 457	INV0006420	01/27/2012	ICMA (AGE 50 & OVER)	101.203.2031400	325.00
ICMA RETIREMENT TRUST - 457	INV0006421	01/27/2012	ICMA (AGE 50 & OVER)	101.203.2031400	92.92
ICMA RETIREMENT TRUST - 457	INV0006422	01/27/2012	ICMA (AGE 50 & OVER)	101.203.2031400	150.00
ICMA RETIREMENT TRUST - 457	INV0006423	01/27/2012	ICMA (AGE 50 & OVER)	101.203.2031400	185.08
ICMA RETIREMENT TRUST - 457	INV0006424	01/27/2012	ICMA (AGE 50 & OVER)	101.203.2031400	50.00
ICMA RETIREMENT TRUST - 457	INV0006425	01/27/2012	ICMA (AGE 50 & OVER)	101.203.2031400	445.26
ICMA RETIREMENT TRUST - 457	INV0006426	01/27/2012	ICMA (AGE 50 & OVER)	101.203.2031400	872.63
ICMA RETIREMENT TRUST - 457	INV0006427	01/27/2012	ICMA (AGE 50 & OVER)	101.203.2031400	75.77
ICMA RETIREMENT TRUST - 457	INV0006428	01/27/2012	ICMA (AGE 50 & OVER)	101.203.2031400	4,636.29
ICMA RETIREMENT TRUST - 457	INV0006429	01/27/2012	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	70.11
ICMA RETIREMENT TRUST - 457	INV0006438	01/27/2012	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	432.70
ICMA RETIREMENT TRUST - 457	INV0006439	01/27/2012	ROTH IRA (AGE 50 & OVER)	101.203.2032400	230.77
INFINITY WIRELESS	30888	12/31/2011	ORDER 11856	101.42.4200.423.60040	5,250.23
INFINITY WIRELESS	30955	01/25/2012	ORDER 11938	101.42.4200.423.60065	92.95
INVER GROVE FORD	1/25/12 94917	02/07/2012	ACCOUNT 94917 RENTAL CHARGE 8913P	101.42.4000.421.70300	266.88
INVERCITY PRINTING INC	120103	02/01/2012	1/17/12	101.41.1100.413.60065	154.22
ISA	2012 MEMBERSHIP	01/25/2012	2012 MEMBERSHIP 22310	101.44.6000.451.50070	165.00
J-C PRESS	120530	02/07/2012	CUSTOMER 01598	101.42.4000.421.50030	117.56
J-C PRESS	120530	02/07/2012	CUSTOMER 01598	101.42.4200.423.50030	235.13
JCE TREE SERVICES	721	01/25/2012	1/2/12	101.43.5200.443.40046	9,250.00
JCE TREE SERVICES	730	01/25/2012	1/12/12	101.43.5200.443.40046	475.00
JRK SEED & TURF SUPPLY	3116	01/25/2012	ORDER 12722	101.44.6000.451.50080	195.00
KENISON, TERRI	JANUARY 2012	02/07/2012	JANUARY 2012	101.42.4200.423.30700	908.44
KENNEDY & GRAVEN	NV125-00043 12/31/11	12/31/2011	GOLF COURSE SALE AND DEFEASANCE	101.45.3000.419.30440	420.00
LEVANDER, GILLEN & MILLER P.A.	12/31/11 81000E	12/31/2011	DECEMBER 31, 2011 81000E	101.41.1000.413.30401	240.00
LEVANDER, GILLEN & MILLER P.A.	12/31/11 81000E	12/31/2011	DECEMBER 31, 2011 81000E	101.41.1000.413.30420	6,375.60
LEVANDER, GILLEN & MILLER P.A.	12/31/11 92000E	12/31/2011	DECEMBER 31, 2011 92000E	101.42.4000.421.30410	13,273.40
LEVANDER, GILLEN & MILLER P.A.	12/31/11 81000E	12/31/2011	DECEMBER 31, 2011 81000E	101.42.4000.421.30420	60.00
LEVANDER, GILLEN & MILLER P.A.	12/31/11 81000E	12/31/2011	DECEMBER 31, 2011 81000E	101.42.4000.421.30420	96.80
LEVANDER, GILLEN & MILLER P.A.	12/31/11 81000E	12/31/2011	DECEMBER 31, 2011 81000E	101.42.4000.421.30420	232.00
LEVANDER, GILLEN & MILLER P.A.	12/31/11 81000E	12/31/2011	DECEMBER 31, 2011 81000E	101.42.4000.421.30420	489.00
LEVANDER, GILLEN & MILLER P.A.	12/31/11 81000E	12/31/2011	DECEMBER 31, 2011 81000E	101.42.4000.421.30420	40.00
LEVANDER, GILLEN & MILLER P.A.	12/31/11 81000E	12/31/2011	DECEMBER 31, 2011 81000E	101.42.4000.421.30420	72.00
LEVANDER, GILLEN & MILLER P.A.	12/31/11 81000E	12/31/2011	DECEMBER 31, 2011 81000E	101.42.4000.421.30420	72.00
LEVANDER, GILLEN & MILLER P.A.	12/31/11 81000E	12/31/2011	DECEMBER 31, 2011 81000E	101.42.4000.421.30420	216.60
LEVANDER, GILLEN & MILLER P.A.	12/31/11 81000E	12/31/2011	DECEMBER 31, 2011 81000E	101.42.4000.421.30420	288.00
LEVANDER, GILLEN & MILLER P.A.	12/31/11 81000E	12/31/2011	DECEMBER 31, 2011 81000E	101.43.5000.441.30420	3,961.96
LEVANDER, GILLEN & MILLER P.A.	12/31/11 81000E	12/31/2011	DECEMBER 31, 2011 81000E	101.43.5100.442.30420	17.40
LEVANDER, GILLEN & MILLER P.A.	12/31/11 81000E	12/31/2011	DECEMBER 31, 2011 81000E	101.44.6000.451.30420	399.80
LEVANDER, GILLEN & MILLER P.A.	12/31/11 81000E	12/31/2011	DECEMBER 31, 2011 81000E	101.45.3200.419.30420	428.60
LEVANDER, GILLEN & MILLER P.A.	12/31/11 81000E	12/31/2011	DECEMBER 31, 2011 81000E	101.45.3200.419.30420	1,710.00
LEVANDER, GILLEN & MILLER P.A.	12/31/11 81000E	12/31/2011	DECEMBER 31, 2011 81000E	101.45.3300.419.30420	111.49
LIFELINE TRAINING	815	12/31/2011	12/1/11	101.42.4000.421.50080	129.00
LYNCH, JOE	1/25/12	02/07/2012	REIMBURSE-RUBY TUESDAY	101.41.1100.413.50075	37.02
LYNCH, JOE	1/12/12	01/25/2012	ACCOUNT INVER	101.41.1100.413.70600	295.50
M & J SERVICES, LLC	150	01/25/2012	1/4/12	101.43.5200.443.40046	2,960.00
M & J SERVICES, LLC	162	01/25/2012	1/5/12	101.43.5200.443.40046	320.00
M & J SERVICES, LLC	163	01/25/2012	1/5/12	101.43.5200.443.40046	1,415.00
M & J SERVICES, LLC	164	01/25/2012	1/5/12	101.43.5200.443.40046	800.00
M & J SERVICES, LLC	165	01/25/2012	1/5/12	101.43.5200.443.40046	1,230.00
M & J SERVICES, LLC	151	01/25/2012	1/4/12	101.43.5200.443.40066	740.00
M & J SERVICES, LLC	152	01/25/2012	1/4/12	101.43.5200.443.40066	2,230.00
M & J SERVICES, LLC	153	01/25/2012	1/4/12	101.43.5200.443.40066	1,210.00
M & J SERVICES, LLC	154	01/25/2012	1/4/12	101.43.5200.443.40066	1,885.00
M & J SERVICES, LLC	155	01/25/2012	1/4/12	101.43.5200.443.40066	1,630.00

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
MADSEN, BENNETT	1/18/12	02/01/2012	REIMBURSE-RUBY TUESDAY	101.42.4000.421.50075	16.05
MCPA	20120309	01/25/2012	2012 MCPA MEMBERSHIP RENEWAL	101.42.4000.421.50070	45.00
MENARDS - WEST ST. PAUL	75287	02/07/2012	ACCOUNT 30170270	101.43.5200.443.60040	222.06
METRO CHIEF FIRE OFFICERS ASSOCIATION	2012 DUES	02/01/2012	2012 DUES JUDY THILL	101.42.4200.423.50070	100.00
METROPOLITAN AREA MGMT ASSOC.	834	02/01/2012	MAMA Dues 2012	101.41.1100.413.50070	45.00
METROPOLITAN COUNCIL ENVIRON SRVCS	DECEMBER 2011	01/25/2012	SAC DECEMBER 2011	101.41.0000.3414000	(66.90)
MINNEAPOLIS OXYGEN CO.	183023301	02/07/2012	ACCOUNT 113504	101.42.4200.423.40042	118.47
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0006394	01/27/2012	RICK JACKSON FEIN/TAXPAYER ID: 416005255	101.203.2032100	301.33
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0006395	01/27/2012	JUSTIN PARRANTO FEIN/TAXPAYER ID: 416005255	101.203.2032100	665.06
MN GFOA	2012 RENEWAL	01/25/2012	2012 RENEWAL SHANNON BATTLES	101.41.2000.415.50070	60.00
MN CHIEFS OF POLICE ASSOCIATION	3255	02/07/2012	CLEO & COMMAND ACADEMY	101.42.4000.421.50080	450.00
MN CONCRETE COUNCIL	INV0006538	02/01/2012	FEBRUARY 10, 2012 MN CONCRETE FORUM	101.43.5100.442.50080	15.00
MN DEPT OF REVENUE	INV0006447	01/27/2012	STATE WITHHOLDING	101.203.2030300	15,597.69
MN DEPT OF REVENUE	INV0006486	01/30/2012	STATE WITHHOLDING	101.203.2030300	296.22
MN GLOVE & SAFETY, INC.	260540	02/07/2012	D08626	101.43.5200.443.60045	99.99
MN LIFE INSURANCE CO	FEBRUARY 2012	01/25/2012	POLICY 0027324	101.203.2030900	2,005.07
MN LIFE INSURANCE CO	FEBRUARY 2012	01/25/2012	POLICY 0027324	101.41.1100.413.20620	79.56
MN LIFE INSURANCE CO	FEBRUARY 2012	01/25/2012	POLICY 0027324	101.41.2000.415.20620	72.41
MN LIFE INSURANCE CO	FEBRUARY 2012	01/25/2012	POLICY 0027324	101.42.4000.421.20620	539.12
MN LIFE INSURANCE CO	FEBRUARY 2012	01/25/2012	POLICY 0027324	101.42.4200.423.20620	40.89
MN LIFE INSURANCE CO	FEBRUARY 2012	01/25/2012	POLICY 0027324	101.43.5000.441.20620	24.05
MN LIFE INSURANCE CO	FEBRUARY 2012	01/25/2012	POLICY 0027324	101.43.5100.442.20620	130.79
MN LIFE INSURANCE CO	FEBRUARY 2012	01/25/2012	POLICY 0027324	101.43.5200.443.20620	72.97
MN LIFE INSURANCE CO	FEBRUARY 2012	01/25/2012	POLICY 0027324	101.44.6000.451.20620	97.19
MN LIFE INSURANCE CO	FEBRUARY 2012	01/25/2012	POLICY 0027324	101.45.3000.419.20620	30.90
MN LIFE INSURANCE CO	FEBRUARY 2012	01/25/2012	POLICY 0027324	101.45.3200.419.20620	31.27
MN LIFE INSURANCE CO	FEBRUARY 2012	01/25/2012	POLICY 0027324	101.45.3300.419.20620	60.88
MN NCPERS LIFE INSURANCE	FEBRUARY 2012	02/01/2012	FEBRUARY 2012	101.203.2031600	352.00
MN RECREATION AND PARK ASSOCIATION	7248	02/07/2012	MRPA REVENUE 30113	101.44.6000.451.50080	35.00
NEAMEYER, DAVID	1/30/12	02/01/2012	REIMBURSE-TRACTOR SUPPLY	101.45.3300.419.60045	59.99
NEXTEL COMMUNICATIONS	573073317-122	02/01/2012	ACCOUNT 573073317	101.41.1100.413.50020	38.30
NEXTEL COMMUNICATIONS	266948529-092	12/31/2011	ACCOUNT 266948529	101.42.4000.421.50020	1,006.45
NEXTEL COMMUNICATIONS	266948529-093	02/07/2012	ACCOUNT 266948529	101.42.4000.421.50020	696.17
NEXTEL COMMUNICATIONS	249383315-122	02/01/2012	ACCOUNT 249383315	101.43.5200.443.50020	272.92
NEXTEL COMMUNICATIONS	487383319-122	02/01/2012	ACCOUNT 48783319	101.44.6000.451.50020	292.58
NEXTEL COMMUNICATIONS	634573312-122 BALANCE FORWARD	12/31/2011	ACCOUNT 634573312	101.45.3300.419.50020	199.72
NEXTEL COMMUNICATIONS	634573312-122	02/01/2012	ACCOUNT 634573312	101.45.3300.419.50020	198.79
NFPA	5407862x	01/25/2012	RENEWAL NOTICE 5407862X I.D. 116140	101.42.4200.423.50070	855.00
OPTUMHEALTH FINANCIAL SERVICES	1/3/12	01/31/2012	1 QTR EMPLOYER SHARE VEBA CONTRIBUTIONS	101.203.2032500	13,121.34
OPTUMHEALTH FINANCIAL SERVICES	1/ 3/12	01/31/2012	1ST QTR EMPLOYE SHARE VEBA CATCH-UP CONTRIBUTIO	101.203.2032500	331.59
OPTUMHEALTH FINANCIAL SERVICES	1/3/12	01/31/2012	1ST QTR EMPLOYER SHARE HSA CONTRIBUTIONS	101.203.2032500	34,013.81
OPTUMHEALTH FINANCIAL SERVICES	INV0006440	01/27/2012	HSA ELECTION-SINGLE	101.203.2032500	2,474.69
OPTUMHEALTH FINANCIAL SERVICES	INV0006441	01/27/2012	HSA ELECTION-FAMILY	101.203.2032500	3,272.01
OPTUMHEALTH FINANCIAL SERVICES	155772	02/01/2012	DECEMBER 2011	101.41.1100.413.30550	23.60
OPTUMHEALTH FINANCIAL SERVICES	1/10/12	01/31/2012	MONTHLY MAINTENANCE FEES (HSA ACCOUNTS)	101.41.1100.413.30550	6.00
OPTUMHEALTH FINANCIAL SERVICES	155772	02/01/2012	DECEMBER 2011	101.41.2000.415.30550	28.91
OPTUMHEALTH FINANCIAL SERVICES	1/10/12	01/31/2012	MONTHLY MAINTENANCE FEES (HSA ACCOUNTS)	101.41.2000.415.30550	11.55
OPTUMHEALTH FINANCIAL SERVICES	155772	02/01/2012	DECEMBER 2011	101.42.4000.421.30550	90.40
OPTUMHEALTH FINANCIAL SERVICES	1/10/12	01/31/2012	MONTHLY MAINTENANCE FEES (HSA ACCOUNTS)	101.42.4000.421.30550	60.00
OPTUMHEALTH FINANCIAL SERVICES	1/10/12	01/31/2012	MONTHLY MAINTENANCE FEES (HSA ACCOUNTS)	101.42.4200.423.30550	9.00
OPTUMHEALTH FINANCIAL SERVICES	155772	02/01/2012	DECEMBER 2011	101.43.5000.441.30550	6.65
OPTUMHEALTH FINANCIAL SERVICES	1/10/12	01/31/2012	MONTHLY MAINTENANCE FEES (HSA ACCOUNTS)	101.43.5000.441.30550	3.75
OPTUMHEALTH FINANCIAL SERVICES	155772	02/01/2012	DECEMBER 2011	101.43.5100.442.30550	28.75
OPTUMHEALTH FINANCIAL SERVICES	1/10/12	01/31/2012	MONTHLY MAINTENANCE FEES (HSA ACCOUNTS)	101.43.5100.442.30550	6.99
OPTUMHEALTH FINANCIAL SERVICES	1/10/12	01/31/2012	MONTHLY MAINTENANCE FEES (HSA ACCOUNTS)	101.43.5200.443.30550	12.00
OPTUMHEALTH FINANCIAL SERVICES	155772	02/01/2012	DECEMBER 2011	101.44.6000.451.30550	5.03
OPTUMHEALTH FINANCIAL SERVICES	1/10/12	01/31/2012	MONTHLY MAINTENANCE FEES (HSA ACCOUNTS)	101.44.6000.451.30550	6.50
OPTUMHEALTH FINANCIAL SERVICES	155772	02/01/2012	DECEMBER 2011	101.45.3000.419.30550	13.30
OPTUMHEALTH FINANCIAL SERVICES	1/10/12	01/31/2012	MONTHLY MAINTENANCE FEES (HSA ACCOUNTS)	101.45.3200.419.30550	3.00
OPTUMHEALTH FINANCIAL SERVICES	155772	02/01/2012	DECEMBER 2011	101.45.3300.419.30550	12.30
PARK NICOLLET	1/14/12	12/31/2011	STATEMENT 1/14/12-LUHR, KARL	101.42.4200.423.30700	412.85
PERA	INV0006430	01/27/2012	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,345.65
PERA	INV0006432	01/27/2012	EMPLOYER SHARE (PERA COORDINATED PLAN)	101.203.2030600	14,660.23
PERA	INV0006433	01/27/2012	PERA COORDINATED PLAN	101.203.2030600	14,660.23
PERA	INV0006434	01/27/2012	EMPLOYER SHARE (PERA DEFINED PLAN)	101.203.2030600	44.23
PERA	INV0006435	01/27/2012	PERA DEFINED PLAN	101.203.2030600	44.23
PERA	INV0006436	01/27/2012	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	14,380.46
PERA	INV0006437	01/27/2012	PERA POLICE & FIRE PLAN	101.203.2030600	9,586.99
PERA	INV0006482	01/30/2012	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	56.04
PERA	INV0006483	01/30/2012	EMPLOYER SHARE (PERA COORDINATED PLAN)	101.203.2030600	350.31
PERA	INV0006484	01/30/2012	PERA COORDINATED PLAN	101.203.2030600	350.31
Q-STAR TECHNOLOGY LLC	INV14128	01/25/2012	PRDR 0112121MB	101.44.6000.451.60066	354.00
RC ROOFING & CONSTRUCTION LLC.	1057	02/01/2012	IGH FIRE STATION REPAIR 2059 UPPER 55 ST E	101.42.4200.423.40040	2,350.00
RCM SPECIALTIES, INC.	3224	01/25/2012	1/4/12	101.43.5200.443.40046	1,675.00
RIVARD STONE, INC.	74274	02/07/2012	CUSTOMER 95952	101.41.1100.413.30700	90.84
S & T OFFICE PRODUCTS	1/31/12	02/07/2012	ADMIN	101.41.1100.413.60070	1,053.06
S & T OFFICE PRODUCTS	1/31/12	02/07/2012	FINANCE	101.41.2000.415.60070	108.52
S & T OFFICE PRODUCTS	1/31/12	02/07/2012	1/31/12	101.43.5100.442.60040	(44.05)
S & T OFFICE PRODUCTS	1/31/12	02/07/2012	COMMUNITY DEVELOPMENT	101.45.3200.419.60010	2.71
SAM'S CLUB	1/23/12 CITY IGH	02/07/2012	ACCOUNT 7715 0900 6117 2300	101.41.1100.413.50070	70.00
SAM'S CLUB	1/23/12 FIRE	02/07/2012	ACCOUNT 7715 0904 0133 4891	101.42.4200.423.60065	708.50
SCHERFF INC	1/3/12	01/25/2012	CLEAN POND BY FES OUTLET ON CAHILL AVE	101.43.5200.443.40066	800.00
SHORT ELLIOTT HENDRICKSON, INC.	252143	02/07/2012	PO 117543	101.43.5200.443.30300	758.07
SNI SOLUTIONS	130422	02/07/2012	1/24/12	101.43.5200.443.60016	1,288.00
SOUTH RIVER HEATING & COOLING, INC.	12-15616	02/07/2012	FIRE STATION #3	101.42.4200.423.40040	781.74
SOUTH ST PAUL ANIMAL HOSPITAL	2/7/12	02/07/2012	NOVEMBER-JANUARY	101.42.4000.421.70501	413.18
SPRINT	166309819-050	02/07/2012	ACCOUNT 166309819	101.42.4000.421.50020	260.00

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
SPRINT	641378810-050	02/01/2012	ACCOUNT 641378810	101.42.4200.423.50020	39.99
SPRINT	378740559	12/31/2011	ACCOUNT 378740559	101.43.5000.441.50020	48.74
SPRINT	378740559	12/31/2011	ACCOUNT 378740559	101.43.5100.442.50020	242.66
STERLING CODIFIERS	11946	02/01/2012	IN0921	101.41.1100.413.30700	500.00
STREET FLEET	284866	12/31/2011	ACCOUNT 17498	101.45.3000.419.30700	22.41
T. A. SCHIFSKY & SONS, INC.	52665	01/25/2012	JANUARY 3, 2012	101.43.5200.443.60016	1,629.74
T. A. SCHIFSKY & SONS, INC.	52683	01/25/2012	JANUARY 10, 2012	101.43.5200.443.60016	2,794.89
TAB PRODUCTS CO. LLC	2081433	02/07/2012	CUSTOMER 2903609	101.42.4000.421.60065	374.52
TIMESAVER OFF SITE SECRETARIAL INC	M18833	02/01/2012	1/9/12 CITY COUNCIL MEETING	101.41.1100.413.30700	141.00
TNC INDUSTRIES INC	29635	01/25/2012	JOB 2011-066	101.42.4200.423.40040	1,338.12
TRACTOR SUPPLY CREDIT PLAN	60613	01/25/2012	1/11/12	101.43.5200.443.60045	101.99
TRACTOR SUPPLY CREDIT PLAN	57089	01/25/2012	1/12/12	101.43.5200.443.60045	45.99
TREE TRUST	12008	12/31/2011	SALES 4110-2000	101.44.6000.451.70501	500.00
TWIN CITIES OCCUPATIONAL HEALTH PC	101868522	02/01/2012	ACCOUNT 101868522	101.41.1100.413.30500	597.00
TWIN CITIES OCCUPATIONAL HEALTH PC	101874489	02/07/2012	ACCOUNT N26-121001592	101.41.1100.413.30500	357.00
U OF M - CCE REGISTRATION	MARCH 20-21 2012	02/07/2012	MARCH 20-21, 2012 REGISTRATION SWOBODA, BRIAN	101.44.6000.451.50080	175.00
UNIFORMS UNLIMITED	107413	02/07/2012	ACCOUNT I14866	101.42.4000.421.60045	33.75
UNIFORMS UNLIMITED	107415	02/07/2012	ACCOUNT I14866	101.42.4000.421.60045	33.50
UNITED WAY	INV0006445	01/27/2012	UNITED WAY	101.203.2031300	160.00
UNIVERSITY NATIONAL BANK	INV0006431	01/27/2012	STEVE HER FILE #62-CV-07-3401	101.203.2031900	391.94
US BANK	1/27/12	01/27/2012	WIRE TRANSFER 1/27/12 REVENUE BONDS	101.42.4000.421.70530	6,379.17
VANDERHEYDEN LAW OFFICE, P.A.	INV0006393	01/27/2012	BRIAN HENDEL FILE #62-CV-08-11330	101.203.2031900	374.48
WAL-MART BUSINESS	1/22/12 POLICE	02/07/2012	ACCOUNT 6032 2025 3025 7113	101.42.4000.421.60065	255.24
WOODS CONSTRUCTION & CARPENTRY, INC	1/17/12	02/01/2012	RICHVALLEY PARK SHELTER ROOF	101.44.6000.451.40040	8,750.00
XCEL ENERGY	309970407	01/25/2012	ACCOUNT 51-5185446-3	101.42.4000.421.40042	42.05
XCEL ENERGY	312057875	02/07/2012	ACCOUNT 51-7094669-1	101.43.5400.445.40020	31.04
XCEL ENERGY	310495863	12/31/2011	ACCOUNT 51-4779167-3	101.44.6000.451.40010	573.96
XCEL ENERGY	310495863	12/31/2011	ACCOUNT 51-4779167-3	101.44.6000.451.40020	1,075.74
ZOYA, KENT	1/7/12	01/25/2012	REIMBURSE- STATION SUPPLIES	101.42.4200.423.60065	62.57
ZOYA, KENT	1/19/12	02/01/2012	REIMBURSE-MENARDS	101.42.4200.423.60065	13.92
<b>Fund: 101 - GENERAL FUND</b>					<b>581,956.90</b>
COMMUNITY EDUCATION	2/1/12	02/07/2012	SENIOR TRIP OLD LOG THEATER	204.227.2271000	1,209.00
IGH SENIOR CLUB	2/1/12	02/07/2012	SENIOR CLUB MEMBERSHIPS JAN 2012	204.227.2271000	424.00
IGH/SSP COMMUNITY EDUCATION	1283	12/31/2011	PERMIT# 1112-0033	204.44.6100.452.40065	260.00
KELLY, MARK	1/17/12	01/25/2012	REFUND-LOW ENROLLMENT	204.44.0000.3470000	162.00
MAYER ARTS INC	1/26/12	02/07/2012	WISH UPON A BALLET	204.44.6100.452.30700	588.00
MN BOYS SCHOLASTIC LACROSSE ASSOC	DEC 17, 2011	01/25/2012	SEASON:2012	204.44.6100.452.50070	100.00
MN LIFE INSURANCE CO	FEBRUARY 2012	01/25/2012	POLICY 0027324	204.44.6100.452.20620	76.20
MN RECREATION AND PARK ASSOCIATION	7248	02/07/2012	MRPA REVENUE 30113	204.44.6100.452.50080	35.00
NEXTEL COMMUNICATIONS	302193319-122	02/01/2012	ACCOUNT 302193319	204.44.6100.452.50020	91.28
OPTUMHEALTH FINANCIAL SERVICES	155772	02/01/2012	DECEMBER 2011	204.44.6100.452.30550	13.09
OPTUMHEALTH FINANCIAL SERVICES	1/10/12	01/31/2012	MONTHLY MAINTENANCE FEES (HSA ACCOUNTS)	204.44.6100.452.30550	12.00
SAM'S CLUB	1/23/11 REC	02/07/2012	ACCOUNT 7715 0900 6570 2540	204.44.6100.452.60009	35.16
TAHO SPORTSWEAR	12TF0037	02/01/2012	1/19/12	204.44.6100.452.60045	478.76
YOUTH LACROSSE OF MINNESOTA	1/4/12	01/25/2012	ASSOCIATION FEE FOR YLM SUMMER LACROSSE	204.44.6100.452.50070	150.00
<b>Fund: 204 - RECREATION FUND</b>					<b>3,634.49</b>
ACE PAINT & HARDWARE	510025/5	01/25/2012	1/6/12	205.44.6200.453.60012	6.41
ACE PAINT & HARDWARE	510146/5	02/01/2012	1/17/12	205.44.6200.453.60016	10.41
ACE PAINT & HARDWARE	510156/5	02/01/2012	1/18/12	205.44.6200.453.60016	39.53
AMERICAN RED CROSS - HEALTH & SAFETY SERVICES	10037555	12/31/2011	CUSTOMER 0000016814	205.44.6200.453.50070	765.00
ARCHETYPE SIGNMAKERS	10853	12/31/2011	11/30/11	205.44.6200.453.30700	470.00
ARCHETYPE SIGNMAKERS	40850-RW-2	02/07/2012	1/30/12	205.44.6200.453.30700	188.00
ARCHETYPE SIGNMAKERS	10853	12/31/2011	11/30/11	205.44.6200.453.60040	5,359.00
BECKER ARENA PRODUCTS, INC.	00087529	02/01/2012	ORDER 00119148	205.44.6200.453.60040	53.17
BECKER ARENA PRODUCTS, INC.	00087565	02/01/2012	ORDER 00118958	205.44.6200.453.60040	371.80
BROADCAST MUSIC INC	21879991	01/25/2012	ACCOUNT 2166245	205.44.6200.453.50070	320.00
COMCAST	1/2/12 8772 10 591 0277033	01/25/2012	ACCOUNT 8772 10 591 0277033	205.44.6200.453.50070	74.95
DAKOTA GLASS & GLAZING INC	2012032	02/01/2012	1/16/12 NEW FITNESS ROOM	205.44.6200.453.60040	2,098.00
ECSI SYSTEM INTEGRATORS	9062	02/07/2012	ANNUAL FIRE ALARM INSPECTION	205.44.6200.453.50055	708.58
ECSI SYSTEM INTEGRATORS	9062	02/07/2012	ANNUAL FIRE ALARM INSPECTION	205.44.6200.453.50055	708.58
FITNESS ANYWHERE LLC	283431	02/01/2012	ORDER ST-12177416	205.44.6200.453.60040	1,138.72
GOPHER	8428587	02/08/2012	CUSTOMER 404658	205.44.6200.453.60040	362.20
GRAINGER	9700996334	12/31/2011	ACCOUNT 806460150	205.44.6200.453.60016	29.80
GRAINGER	9712458851	12/31/2011	ACCOUNT 806460150	205.44.6200.453.60016	264.30
GRAINGER	9712458851	12/31/2011	ACCOUNT 806460150	205.44.6200.453.60016	264.30
GRAINGER	9714484277	12/31/2011	ACCOUNT 806460150	205.44.6200.453.60016	48.22
GRAINGER	9719737935	01/11/2012	ACCOUNT 806460150	205.44.6200.453.60016	18.71
GRAINGER	9724444386	01/25/2012	ACCOUNT 806460150	205.44.6200.453.60016	14.19
GRAINGER	9733490818	02/01/2012	ACCOUNT 806460150	205.44.6200.453.60016	171.70
GRAINGER	9713794783	12/31/2012	ACCOUNT 806460150	205.44.6200.453.60016	(337.90)
GRAINGER	9713794783	12/31/2012	ACCOUNT 806460150	205.44.6200.453.60016	(337.90)
GRAINGER	9725170303	01/25/2012	ACCOUNT 806460150	205.44.6200.453.60040	130.91
GRAINGER	9731854106	02/01/2012	ACCOUNT 806460150	205.44.6200.453.60040	170.63
GRAINGER	9731854106	02/01/2012	ACCOUNT 806460150	205.44.6200.453.60040	170.63
HAWKINS, INC.	3297994 RI	01/25/2012	ORDER 1543397 SL	205.44.6200.453.60024	2,457.04
HAWKINS, INC.	3297995 RI	01/25/2012	ORDER 1543397 SL	205.44.6200.453.60024	1,013.82
HENNING FIRE PROTECTION EQUIPMENT	441158	12/31/2011	12/20/11	205.44.6200.453.40040	34.00
HENNING FIRE PROTECTION EQUIPMENT	441158	12/31/2011	12/20/11	205.44.6200.453.40040	34.00
HILLYARD INC	600072009	01/25/2012	CUSTOMER 274069	205.44.6200.453.60011	494.86
HILLYARD INC	600072009	01/25/2012	CUSTOMER 274069	205.44.6200.453.60011	494.86
HILLYARD INC	600093904	02/07/2012	CUSTOMER 274069	205.44.6200.453.60011	507.67
HILLYARD INC	600093904	02/07/2012	CUSTOMER 274069	205.44.6200.453.60011	507.68
HOME DEPOT CREDIT SERVICES	1/8/12 VMGC	12/31/2011	ACCOUNT 6035 3220 1712 8343	205.44.6200.453.60016	93.55
HOME DEPOT CREDIT SERVICES	1/8/12 VMGC	12/31/2011	ACCOUNT 6035 3220 1712 8343	205.44.6200.453.60016	110.35
HUEBSCH SERVICES	2829457	02/01/2012	ACCOUNT 92965	205.44.6200.453.40040	106.11

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
LEACH, JUDY	1/10/12	01/25/2012	MEMBERSHIP REFERRAL	205.44.0000.3490100	30.00
MENARDS - WEST ST. PAUL	73333	02/01/2012	ACCOUNT 30170270	205.44.6200.453.60012	102.94
MENARDS - WEST ST. PAUL	73168	02/01/2012	ACCOUNT 30170270	205.44.6200.453.60016	69.48
MENARDS - WEST ST. PAUL	73321	01/13/2012	ACCOUNT 30170270	205.44.6200.453.60016	(29.28)
MENARDS - WEST ST. PAUL	77616	02/07/2012	ACCOUNT 30170270	205.44.6200.453.60016	67.16
MN DEPT OF PUBLIC SAFETY	1907100512011 M-49345	02/07/2012	ERC ID 190710051	205.44.6200.453.50070	50.00
MN DEPT OF PUBLIC SAFETY	1907100512011 M-49345	02/07/2012	ERC ID 190710051	205.44.6200.453.50070	50.00
MN LIFE INSURANCE CO	FEBRUARY 2012	01/25/2012	POLICY 0027324	205.44.6200.453.20620	12.58
MN LIFE INSURANCE CO	FEBRUARY 2012	01/25/2012	POLICY 0027324	205.44.6200.453.20620	26.37
MN LIFE INSURANCE CO	FEBRUARY 2012	01/25/2012	POLICY 0027324	205.44.6200.453.20620	12.58
MN LIFE INSURANCE CO	FEBRUARY 2012	01/25/2012	POLICY 0027324	205.44.6200.453.20620	26.36
MN LIFE INSURANCE CO	FEBRUARY 2012	01/25/2012	POLICY 0027324	205.44.6200.453.20620	26.62
MONEY MAILER OF THE TWIN CITIES	6374	02/01/2012	1/23/12 MAILING	205.44.6200.453.50025	400.00
NEXTEL COMMUNICATIONS	573073317-122	02/01/2012	ACCOUNT 573073317	205.44.6200.453.50020	21.58
NEXTEL COMMUNICATIONS	573073317-122	02/01/2012	ACCOUNT 573073317	205.44.6200.453.50020	74.97
NEXTEL COMMUNICATIONS	573073317-122	02/01/2012	ACCOUNT 573073317	205.44.6200.453.50020	74.97
NEXTEL COMMUNICATIONS	573073317-122	02/01/2012	ACCOUNT 573073317	205.44.6200.453.50020	151.90
OPTUMHEALTH FINANCIAL SERVICES	155772	02/01/2012	DECEMBER 2011	205.44.6200.453.30550	5.65
OPTUMHEALTH FINANCIAL SERVICES	155772	02/01/2012	DECEMBER 2011	205.44.6200.453.30550	5.65
OPTUMHEALTH FINANCIAL SERVICES	155772	02/01/2012	DECEMBER 2011	205.44.6200.453.30550	28.23
OPTUMHEALTH FINANCIAL SERVICES	155772	02/01/2012	DECEMBER 2011	205.44.6200.453.30550	5.65
OPTUMHEALTH FINANCIAL SERVICES	1/10/12	01/31/2012	MONTHLY MAINTENANCE FEES (HSA ACCOUNTS)	205.44.6200.453.30550	3.00
OPTUMHEALTH FINANCIAL SERVICES	1/10/12	01/31/2012	MONTHLY MAINTENANCE FEES (HSA ACCOUNTS)	205.44.6200.453.30550	6.00
OPTUMHEALTH FINANCIAL SERVICES	1/10/12	01/31/2012	MONTHLY MAINTENANCE FEES (HSA ACCOUNTS)	205.44.6200.453.30550	6.00
OPTUMHEALTH FINANCIAL SERVICES	1/10/12	01/31/2012	MONTHLY MAINTENANCE FEES (HSA ACCOUNTS)	205.44.6200.453.30550	6.00
PETTY CASH - TERI O'CONNOR	2/1/12	02/07/2012	HIGH SCHOOL SECTIONALS FEB/MAR	205.100.1010400	1,000.00
R & R SPECIALTIES OF WI, INC.	0049249-IN	01/25/2012	1/25/12	205.44.6200.453.40042	61.50
R & R SPECIALTIES OF WI, INC.	0049375-IN	02/07/2012	1/25/12	205.44.6200.453.40042	52.00
REMACKEL, JOE	1/19/12	02/01/2012	REIMBURSE- MILEAGE	205.44.6200.453.50065	35.96
SAM'S CLUB	1/23/12 VMCC	02/07/2012	ACCOUNT 7715 0900 6160 6950	205.44.6200.453.40042	213.18
SAM'S CLUB	1/23/12 VMCC	02/07/2012	ACCOUNT 7715 0900 6160 6950	205.44.6200.453.50070	380.00
SAM'S CLUB	1/23/12 VMCC	02/07/2012	ACCOUNT 7715 0900 6160 6950	205.44.6200.453.60016	21.40
SAM'S CLUB	1/23/12 VMCC	02/07/2012	ACCOUNT 7715 0900 6160 6950	205.44.6200.453.60040	2.01
SAM'S CLUB	1/23/12 REC	12/31/2011	ACCOUNT 7715 0900 6570 2540	205.44.6200.453.60065	2.11
SAM'S CLUB	1/23/12 VMCC	02/07/2012	ACCOUNT 7715 0900 6160 6950	205.44.6200.453.60065	22.41
SAM'S CLUB	1/23/12 VMCC	02/07/2012	ACCOUNT 7715 0900 6160 6950	205.44.6200.453.60065	29.41
SAM'S CLUB	1/23/12 VMCC	02/07/2012	ACCOUNT 7715 0900 6160 6950	205.44.6200.453.60065	76.88
SAM'S CLUB	1/23/12 VMCC	02/07/2012	ACCOUNT 7715 0900 6160 6950	205.44.6200.453.76050	20.68
SCHINDLER ELEVATOR CORPORATION	7151534769	01/25/2012	BILLING ID 1077364	205.44.6200.453.40040	1,437.86
SEITALLTOURS.COM LLC	873	12/31/2011	SALES TAX #743	205.44.6200.453.50025	50.42
TARGET BANK	1/18/12	02/01/2012	ACCOUNT 000289854117	205.44.6200.453.60065	160.78
TDS MEDIA DIRECT, INC.	10313	01/25/2012	2012 DIRECTORY LISTING	205.44.6200.453.50025	200.00
TRACTOR SUPPLY CREDIT PLAN	61672	02/07/2012	1/25/12	205.44.6200.453.60016	6.42
TRACTOR SUPPLY CREDIT PLAN	61672	02/07/2012	1/25/12	205.44.6200.453.60040	32.11
VANCO SERVICES LLC	00004926175	02/07/2012	JANUARY 2012	205.44.6200.453.70600	109.50
W. W. GOETSCH ASSOCIATES, INC.	88134	12/31/2011	1/30/12	205.44.6200.453.40040	300.00
W. W. GOETSCH ASSOCIATES, INC.	88134	02/07/2012	1/30/12	205.44.6200.453.40040	1,280.00
WEBBER RECREATIONAL DESIGN, INC.	233	02/01/2012	1/13/12	205.44.6200.453.60040	1,560.38
WITTFITT LLC	4644	02/01/2012	PO 120109	205.44.6200.453.60040	620.00
XCEL ENERGY	309294981	12/31/2011	ACCOUNT 51-6867948-7	205.44.6200.453.40010	10,710.58
XCEL ENERGY	309294981	12/31/2011	ACCOUNT 51-6867948-7	205.44.6200.453.40010	4,116.26
XCEL ENERGY	309294981	12/31/2011	ACCOUNT 51-6867948-7	205.44.6200.453.40020	11,463.60
XCEL ENERGY	309294981	12/31/2011	ACCOUNT 51-6867948-7	205.44.6200.453.40020	11,471.44
<b>Fund: 205 - COMMUNITY CENTER</b>					<b>65,807.18</b>
EHLERS AND ASSOCIATES, INC.	62545	01/25/2012	CONTINUIN DISCLOSURE REPORTING	399.57.9000.570.30150	100.00
<b>Fund: 399 - CLOSED BOND FUND</b>					<b>100.00</b>
DAKOTA CTY DIST. COURT	KLADK PETITION HEARING	02/07/2012	2/13/12 PETITION HEARING-KLADEK	402.44.6000.451.80100	56,548.00
<b>Fund: 402 - PARK ACQ. &amp; DEV. FUND</b>					<b>56,548.00</b>
METROPOLITAN COUNCIL ENVIRON SRVCS	DECEMBER 2011	01/25/2012	SAC DECEMBER 2011	404.217.2170000	7,670.10
<b>Fund: 404 - SEWER CONNECTION FUND</b>					<b>7,670.10</b>
LEVANDER, GILLEN & MILLER P.A.	12/31/11 81000E	12/31/2011	DECEMBER 31, 2011 81000E	425.72.5900.725.30420	675.00
LEVANDER, GILLEN & MILLER P.A.	12/31/11 81000E	12/31/2011	DECEMBER 31, 2011 81000E	425.72.5900.725.30420	327.40
LEVANDER, GILLEN & MILLER P.A.	12/31/11 81000E	12/31/2011	DECEMBER 31, 2011 81000E	425.72.5900.725.30420	661.50
<b>Fund: 425 - 2005 IMPROVEMENT FUND</b>					<b>1,663.90</b>
DASCOM SYSTEMS GROUP LLC	JC20669	02/01/2012	PHASE II	428.72.5900.728.80610	4,617.00
FLUID INTERIORS LLC	20293	02/01/2012	ORDER 351.024	428.72.5900.728.80500	4,204.44
LEVANDER, GILLEN & MILLER P.A.	12/31/11 81000E	12/31/2011	DECEMBER 31, 2011 81000E	428.72.5900.728.30420	67.50
TRICOM COMMUNICATIONS	PAY VOUCHER NO. 8	12/31/2011	PAY VOUCHER NO. 8 PROJECT NO. 2008-18	428.72.5900.728.80620	2,266.53
<b>Fund: 428 - 2008 IMPROVEMENT FUND</b>					<b>11,155.47</b>
LEVANDER, GILLEN & MILLER P.A.	12/31/11 81000E	12/31/2011	DECEMBER 31, 2011 81000E	429.72.5900.729.30420	40.50
<b>Fund: 429 - 2009 IMPROVEMENT FUND</b>					<b>40.50</b>
BRAUN INTERTEC CORPORATION	346478	12/31/2011	PROJECT BL-11-02519	431.73.5900.731.30300	2,000.00
LEVANDER, GILLEN & MILLER P.A.	12/31/11 81000E	12/31/2011	DECEMBER 31, 2011 81000E	431.73.5900.731.30420	2,217.10
LILLIE SUBURBAN NEWSPAPERS	1/6/12	01/25/2012	ACCOUNT 002945	431.73.5900.731.50025	2,621.38
METRO LEGAL SERVICES INC	2153966	12/25/2011	ORDER 1536611	431.73.5900.731.30420	125.00
METRO LEGAL SERVICES INC	2159297	12/31/2011	ORDER 1536610	431.73.5900.731.30420	120.00
METRO LEGAL SERVICES INC	2165189	01/25/2012	ORDER 1536586	431.73.5900.731.30420	559.05
METZEN APPRAISALS	12/27/11	12/31/2011	CITY PROJECT 2011-08	431.73.5900.731.30700	3,000.00
PARTNERS & SIRNY ARCHITECTS	8	12/31/2011	SERVICES DECEMBER 01, 2011 TO DECEMBER 31, 2011	431.73.5900.731.30200	1,058.94
SHORT ELLIOTT HENDRICKSON, INC.	252646	02/07/2012	PO 116692	431.73.5900.731.30300	6,812.12
<b>Fund: 431 - 2011 IMPROVEMENT FUND</b>					<b>18,513.59</b>

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
CHRISTIE DORAN	11212-01	02/01/2012	1/12/12	440.74.5900.740.30700	90.00
FINANCIAL OPERATION MS 215	307	02/07/2012	ACCOUNT 0000001298	440.74.5900.740.30700	280.62
LEVANDER, GILLEN & MILLER P.A.	12/31/11 81000E	12/31/2011	DECEMBER 31, 2011 81000E	440.74.5900.740.30420	163.40
LEVANDER, GILLEN & MILLER P.A.	12/31/11 81000E	12/31/2011	DECEMBER 31, 2011 81000E	440.74.5900.740.30420	1,072.50
S. M. HENTGES & SONS, INC.	11-739	12/31/2011	SOUTH GROVE RECONSTRUCTION	440.74.5900.740.70500	2,100.00
S. M. HENTGES & SONS, INC.	PAYMENT VOUCHER NO. 7	01/31/2012	PAYMENT VOUCHER NO. 7 CITY PROJECT NO. 2011-09D	440.74.5900.740.80300	2,153.40
<b>Fund: 440 - PAVEMENT MANAGEMENT PROJ</b>					<b>5,859.92</b>
EMMONS & OLIVIER RESOURCES	00095-0032-9	12/31/2011	JOB 00095-0032 IGH 201111 DEVELOPMENT REVIEW	446.74.5900.746.30300	331.50
EMMONS & OLIVIER RESOURCES	00095-0032-8	12/31/2011	JOB 00095-0032	446.74.5900.746.30700	2,615.91
STREET FLEET	284866	12/31/2011	ACCOUNT 17498	446.74.5900.746.30700	36.55
STREET FLEET	290502	02/07/2012	ACCOUNT 17498	446.74.5900.746.50035	28.83
<b>Fund: 446 - NW AREA</b>					<b>3,012.79</b>
EHLERS AND ASSOCIATES, INC.	344069	01/25/2012	TIF REPORTING	453.57.9000.570.30150	380.00
FIRST AMERICAN TITLE INSURANCE COMPANY	1/17/12	01/31/2012	WIRE TRANSFER 1/17/12 ESCROW PMT TIF 4-1	453.130.1340000	549,000.00
<b>Fund: 453 - SE QUADRANT TIF DIST 4-1</b>					<b>549,380.00</b>
ACE PAINT & HARDWARE	510077/5	01/25/2012	1/11/12	501.50.7100.512.60016	5.33
ACE PAINT & HARDWARE	510182/5	02/01/2012	1/20/12	501.50.7100.512.60016	15.48
ACE PAINT & HARDWARE	510234/5	02/01/2012	1/26/12	501.50.7100.512.60016	4.80
ACE PAINT & HARDWARE	510236/5	02/01/2012	1/26/12	501.50.7100.512.60016	4.78
AUTOMATIC SYSTEMS CO.	24352 S	12/31/2011	JOB 200011	501.50.7100.512.40042	552.30
BRY-AIR INC	64195	02/01/2012	1/12/12	501.50.7100.512.40040	134.76
CAT-PERSONAL SAFETY TRAINING	11303	02/01/2012	1/3/12	501.50.7100.512.40040	49.31
CITY OF BLOOMINGTON	1/31/12	02/07/2012	1/1/12-1/31/12	501.50.7100.512.30700	400.00
DAKOTA ELECTRIC ASSN	1/9/12 214831-0	12/31/2011	ACCT 214831-0	501.50.7100.512.40020	27.18
GARTZKE CONSTRUCTION INC	9907	02/08/2012	1/19/12	501.50.7100.512.40046	525.00
GARTZKE CONSTRUCTION INC	9908	02/08/2012	1/19/12	501.50.7100.512.40046	731.00
GOPHER STATE ONE-CALL	29954	12/31/2011	ACCOUNT MN00435	501.50.7100.512.30700	181.35
GOPHER STATE ONE-CALL	30767	01/25/2012	ACCOUNT MN00435	501.50.7100.512.30700	100.00
GOPHER STATE ONE-CALL	32132	02/07/2012	ACCOUNT MN00435	501.50.7100.512.30700	178.45
GRAYBAR	958097453	01/25/2012	ACCOUNT 0000101705	501.50.7100.512.40040	3.79
HAWKINS, INC.	3302223 RI	02/07/2012	ORDER 1547615 SL	501.50.7100.512.60019	5,912.75
HD SUPPLY WATERWORKS LTD	4327208	02/07/2012	ACCOUNT 099872	501.50.7100.512.40043	519.01
HENNING FIRE PROTECTION EQUIPMENT	441158	12/31/2011	12/20/11	501.50.7100.512.60016	462.84
HOME DEPOT CREDIT SERVICES	1/13/12 6035 3225 0269 1268	02/07/2012	ACCOUNT 6035 3225 0269 1268	501.50.7100.512.40040	212.38
MN DEPT OF LABOR & INDUSTRY	ALR0016244I	02/07/2012	CUSOMTER 0000001298	501.50.7100.512.40040	100.00
MN DNR - OMB	1980-6052	02/01/2012	2011 MN DNR ANNUAL REPORT PERMIT 1980-6052	501.50.7100.512.30700	12,997.80
MN LIFE INSURANCE CO	FEBRUARY 2012	01/25/2012	POLICY 0027324	501.50.7100.512.20620	57.42
MN PIPE & EQUIPMENT	0278579	02/07/2012	CUSTOMER 2195	501.50.7100.512.60016	225.55
MN PIPE & EQUIPMENT	0278696	02/07/2012	CUSTOMER 2195	501.50.7100.512.60016	145.26
OPTUMHEALTH FINANCIAL SERVICES	155772	02/01/2012	DECEMBER 2011	501.50.7100.512.30550	21.36
OPTUMHEALTH FINANCIAL SERVICES	1/10/12	01/31/2012	MONTHLY MAINTENANCE FEES (HSA ACCOUNTS)	501.50.7100.512.30550	2.26
SAM'S CLUB	1/23/12 7715 0900 6184 5624	02/07/2012	ACCOUNT 7715 0900 6184 5624	501.50.7100.512.60016	32.58
SPRINT	842483314-122	12/31/2011	ACCOUNT 842483314	501.50.7100.512.50020	302.76
STATE OF MN - DEPT OF PUBLIC SAFETY	1907100472011 M-47822	01/25/2012	ERC ID 190710047	501.50.7100.512.40040	100.00
STATE OF MN - DEPT OF PUBLIC SAFETY	1907100492011 M-47819	01/25/2012	ERC ID 190710049	501.50.7100.512.40040	25.00
SUSA	2012 ANNUAL REGISTRATION	02/01/2012	2012 REGISTRATION-HELLING & SWEENEY	501.50.7100.512.50070	200.00
TGO TECHNOLOGIES INC	1813	01/25/2012	1/9/12	501.50.7100.512.40042	1,944.00
TWIN CITY FILTER SERVICE INC	0504285-IN	02/07/2012	ACCOUNT CITYIGH	501.50.7100.512.40040	766.31
U OF M - CCE REGISTRATION	185993	01/25/2012	REGISTRATION-HELLING, DANIEL	501.50.7100.512.50080	550.00
UPS	0000V4650V042	02/07/2012	SHIPPER #V4650V	501.50.7100.512.60016	59.51
VALLEY-RICH CO, INC	17472	02/07/2012	JOB NO R12004 1/23	501.50.7100.512.40046	4,552.82
WOODS CONSTRUCTION & CARPENTRY, INC	12/22/11 SOUTH VALLEY WELL HOUS	12/31/2011	SOUTH VALLEY WELL HOUSE	501.50.7100.512.40040	2,400.00
<b>Fund: 501 - WATER UTILITY FUND</b>					<b>34,503.14</b>
CEMSTONE PRODUCTS COMPANY	1148981	01/25/2012	CUSTOMER 9021	502.51.7200.514.60016	500.18
DAKOTA CTY TREASURER	DECEMBER 2011	01/25/2012	DECEMBER 2011	502.207.2070100	120.00
EHLERS AND ASSOCIATES, INC.	344070	01/25/2012	UTILITY RATE STUDY	502.51.7200.514.30150	807.50
FLEXIBLE PIPE TOOL COMPANY	14918	02/08/2012	1/16/12	502.51.7200.514.40042	467.46
HIGHWAY TECHNOLOGIES	428592-001	01/25/2012	PROJECT UPPER 55TH CUSTOMER 66047	502.51.7200.514.40050	267.56
METROPOLITAN COUNCIL	0000981247	02/07/2012	MARCH 2012	502.51.7200.514.40015	120,470.15
MN LIFE INSURANCE CO	FEBRUARY 2012	01/25/2012	POLICY 0027324	502.51.7200.514.20620	36.98
NEENAH FOUNDRY COMPANY	744708	12/31/2011	CUSTOMER I83000	502.51.7200.514.60016	256.50
OPTUMHEALTH FINANCIAL SERVICES	155772	02/01/2012	DECEMBER 2011	502.51.7200.514.30550	13.54
OPTUMHEALTH FINANCIAL SERVICES	1/10/12	01/31/2012	MONTHLY MAINTENANCE FEES (HSA ACCOUNTS)	502.51.7200.514.30550	0.75
VIKING INDUSTRIAL CENTER	288622	01/25/2012	S.O. 78472	502.51.7200.514.60016	248.22
VIKING INDUSTRIAL CENTER	289727	02/07/2012	SO#79328	502.51.7200.514.60016	520.24
VIKING INDUSTRIAL CENTER	289762	02/07/2012	SO #79575	502.51.7200.514.60016	2,871.72
VIKING INDUSTRIAL CENTER	289889	02/07/2012	SO#79703	502.51.7200.514.60016	48.18
XCEL ENERGY	311793994	02/07/2012	ACCOUNT 51-0361045-7	502.51.7200.514.40010	20.00
<b>Fund: 502 - SEWER UTILITY FUND</b>					<b>126,648.98</b>
ACE PAINT & HARDWARE	510159/5	02/01/2012	1/18/12	503.52.8600.527.40040	5.87
ACE PAINT & HARDWARE	510184/5	02/01/2012	1/20/12	503.52.8600.527.40040	9.60
ACE PAINT & HARDWARE	510201/5	02/01/2012	1/23/12	503.52.8600.527.40040	13.28
ACE PAINT & HARDWARE	510215/5	02/01/2012	1/24/12	503.52.8600.527.40040	34.21
CHECKPOINT SYSTEMS INC	900991259	01/25/2012	CUSTOMER 64063	503.52.8500.526.50055	210.00
DAKOTA ELECTRIC ASSN	1/26/12 201360-5	02/07/2012	ACCOUNT 201360-5	503.52.8600.527.40020	191.25
DEX MEDIA EAST	12/20/11	12/30/2011	ACCOUNT 110360619	503.52.8500.526.50025	(3.43)
DEX MEDIA EAST	1/20/12	02/01/2012	ACCOUNT 110360619	503.52.8500.526.50025	99.52
G & K SERVICES	1182559723	02/01/2012	PO 17194	503.52.8600.527.60045	129.69
G & K SERVICES	1182570717	02/08/2012	1/30/12	503.52.8600.527.60045	125.12
GORMAN SURVEYING, INC	7642	02/08/2012	PROJECT NO 11-091	503.52.8500.526.30700	3,790.00
GRAINGER	9687463035	12/31/2011	ACCOUNT 806460150	503.52.8600.527.60040	182.10
GRAINGER	9687724048	12/31/2011	ACCOUNT 806460150	503.52.8600.527.60040	540.00
INTEGRA TELECOM	9230641	02/01/2012	ACCOUNT 880422	503.52.8500.526.50020	64.07

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
INTEGRA TELECOM	120318766	02/01/2012	CUSTOMER 005259	503.52.8500.526.50020	120.51
MENARDS - WEST ST. PAUL	72766	02/01/2012	ACCOUNT 30170265	503.52.8600.527.40040	50.10
MENARDS - WEST ST. PAUL	74758	02/01/2012	ACCOUNT 30170265	503.52.8600.527.40040	18.81
MGCSA	2012 DUES	02/01/2012	2012 DUES	503.52.8600.527.50070	435.00
MN DEPT OF AGRICULTURE	2012 RENEWALS	02/01/2012	LICENSE 20020163 2012	503.52.8600.527.50070	45.00
MN LIFE INSURANCE CO	FEBRUARY 2012	01/25/2012	POLICY 0027324	503.52.8000.521.20620	11.29
MN LIFE INSURANCE CO	FEBRUARY 2012	01/25/2012	POLICY #0027324	503.52.8500.526.20620	(0.56)
MN LIFE INSURANCE CO	FEBRUARY 2012	01/25/2012	POLICY 0027324	503.52.8600.527.20620	44.97
OPTUMHEALTH FINANCIAL SERVICES	1/10/12	01/31/2012	MONTHLY MAINTENANCE FEES (HSA ACCOUNTS)	503.52.8000.521.30550	3.00
OPTUMHEALTH FINANCIAL SERVICES	155772	02/01/2012	DECEMBER 2011	503.52.8500.526.30550	8.30
OPTUMHEALTH FINANCIAL SERVICES	1/10/12	01/31/2012	MONTHLY MAINTENANCE FEES (HSA ACCOUNTS)	503.52.8500.526.30550	3.00
OPTUMHEALTH FINANCIAL SERVICES	155772	02/01/2012	DECEMBER 2011	503.52.8600.527.30550	19.60
OPTUMHEALTH FINANCIAL SERVICES	1/10/12	01/31/2012	MONTHLY MAINTENANCE FEES (HSA ACCOUNTS)	503.52.8600.527.30550	6.00
TDS METROCOM	1/13/12	01/25/2012	ACCOUNT 6514573667	503.52.8500.526.50020	262.12
TITAN MACHINERY	UC02160	12/31/2011	12/12/11	503.52.8600.527.40042	250.43
TRACTOR SUPPLY CREDIT PLAN	61157	02/01/2012	1/18/12	503.52.8600.527.60020	10.70
VALUE PLUS FLOORING INC	CG109829	02/07/2012	PO INV 1/27/12	503.52.8500.526.40040	616.00
WITTEK	270011	02/07/2012	SO # R46359	503.52.8100.522.60015	45.28
XCEL ENERGY	312040140	02/07/2012	ACCOUNT 51-5877511-0	503.52.8600.527.40020	7.28

**Fund: 503 - INVER WOOD GOLF COURSE**

**7,348.11**

LEAGUE OF MN CITIES INS TRUST	21992	02/01/2012	3RD INSTALLMENT COVENANT 0200037027	602.00.2100.415.50009	76,701.25
LEAGUE OF MN CITIES INS TRUST	38951	02/07/2012	CMC 33415	602.00.2100.415.50010	3,989.75
LEAGUE OF MN CITIES INS TRUST	38951	02/07/2012	CMC 33415	602.00.2100.415.50010	45,036.00
LEAGUE OF MN CITIES INS TRUST	38951	02/07/2012	CMC 33415	602.00.2100.415.50011	36,317.25
LEAGUE OF MN CITIES INS TRUST	38951	02/07/2012	CMC 33415	602.00.2100.415.50012	11,186.00
LEAGUE OF MN CITIES INS TRUST	38951	02/07/2012	CMC 33415	602.00.2100.415.50015	527.75
LEAGUE OF MN CITIES INS TRUST	38951	02/07/2012	CMC 33415	602.00.2100.415.50016	3,143.75
MN LIFE INSURANCE CO	FEBRUARY 2012	01/25/2012	POLICY 0027324	602.00.2100.415.20620	2.17
OPTUMHEALTH FINANCIAL SERVICES	155772	02/01/2012	DECEMBER 2011	602.00.2100.415.30550	0.49
OPTUMHEALTH FINANCIAL SERVICES	1/10/12	01/31/2012	MONTHLY MAINTENANCE FEES (HSA ACCOUNTS)	602.00.2100.415.30550	0.45
ROBERT & JANET EGGERT	1/26/12	02/01/2012	REIMBURSEMENT-SEWER BACKUP	602.00.2100.415.70600	974.84

**Fund: 602 - RISK MANAGEMENT**

**177,879.70**

ABC RENTALS INC	209705	02/01/2012	CUSTOMER 225	603.00.5300.444.40040	63.82
ACE PAINT & HARDWARE	510158/5	02/07/2012	1/18/12	603.00.5300.444.40040	12.26
ACE PAINT & HARDWARE	510237/5	02/07/2012	1/26/12	603.00.5300.444.40040	19.36
ACE PAINT & HARDWARE	510225/5	02/07/2012	1/25/12	603.00.5300.444.60012	4.26
ACE PAINT & HARDWARE	510322/5	02/07/2012	2/2/12	603.00.5300.444.60012	4.80
ADVANCED GRAPHIX, INC.	184222	12/31/2011	9/14/11	603.00.5300.444.80700	920.00
ARAMARK UNIFORM SERVICES	629-7403297	01/25/2012	CUSTOMER 15353001	603.00.5300.444.40065	48.48
ARAMARK UNIFORM SERVICES	629-7408242	01/25/2012	15353001	603.00.5300.444.40065	48.48
ARAMARK UNIFORM SERVICES	629-7413199	01/25/2012	CUSTOMER 15353001	603.00.5300.444.40065	55.07
ARAMARK UNIFORM SERVICES	629-7418124	02/07/2012	ACCOUNT 15353001	603.00.5300.444.40065	48.48
ARAMARK UNIFORM SERVICES	629-7423141	02/07/2012	CUSTOMER 153501	603.00.5300.444.40065	48.48
ARAMARK UNIFORM SERVICES	629-7403297	01/25/2012	CUSTOMER 15353001	603.00.5300.444.60045	21.03
ARAMARK UNIFORM SERVICES	629-7408242	01/25/2012	15353001	603.00.5300.444.60045	21.03
ARAMARK UNIFORM SERVICES	629-7413199	01/25/2012	CUSTOMER 15353001	603.00.5300.444.60045	32.37
ARAMARK UNIFORM SERVICES	629-7418124	02/07/2012	ACCOUNT 15353001	603.00.5300.444.60045	21.03
ARAMARK UNIFORM SERVICES	629-7423141	02/07/2012	CUSTOMER 153501	603.00.5300.444.60045	21.03
ARROW PEST CONTROL	1638	02/01/2012	1/12/12	603.00.5300.444.40040	72.85
BOYER TRUCKS - PARTS DISTRIBUTION	594411	01/25/2012	ORDER N77571	603.00.5300.444.40041	390.09
BOYER TRUCKS - PARTS DISTRIBUTION	594427	01/25/2012	ORDER Y56735	603.00.5300.444.40041	315.50
BOYER TRUCKS - PARTS DISTRIBUTION	595093	01/25/2012	ORDER Y56735RICK	603.00.5300.444.40041	199.36
BOYER TRUCKS - PARTS DISTRIBUTION	595560	01/25/2012	ORDER N77571	603.00.5300.444.40041	302.38
BOYER TRUCKS - PARTS DISTRIBUTION	602501	02/07/2012	ACCOUNT NO. C20390	603.00.5300.444.40041	159.93
C-AIRE INC	00761	12/31/2011	CUSTOMER 55077C	603.00.5300.444.40040	4,369.50
CARQUEST AUTO PARTS STORES	1596-169079	02/07/2012	1/17/12	603.00.5300.444.40040	366.28
CARQUEST AUTO PARTS STORES	1596-169107	02/07/2012	1/17/12	603.00.5300.444.40040	64.55
CARQUEST AUTO PARTS STORES	1596-169176	02/07/2012	1/18/12	603.00.5300.444.40040	175.90
CARQUEST AUTO PARTS STORES	1596-168409	01/25/2012	CUSTOMER 614420	603.00.5300.444.40041	12.24
CARQUEST AUTO PARTS STORES	1596-169066	01/25/2012	CUSTOMER 614420	603.00.5300.444.40041	57.94
CARQUEST AUTO PARTS STORES	1596-169789	02/07/2012	1/31/12	603.00.5300.444.40041	145.18
CARQUEST AUTO PARTS STORES	1596-169856	02/07/2012	2/1/12	603.00.5300.444.40041	100.01
CARQUEST AUTO PARTS STORES	1596-169932	02/07/2012	2/2/12	603.00.5300.444.40041	20.35
CARQUEST AUTO PARTS STORES	1596-169965	02/07/2012	2/2/12	603.00.5300.444.40041	11.47
CARQUEST AUTO PARTS STORES	1596-168235	01/25/2012	CUSTOMER 614420	603.00.5300.444.60012	20.30
CARQUEST AUTO PARTS STORES	1596-168272	01/25/2012	CUSTOMER 614420	603.00.5300.444.60012	19.23
CARQUEST AUTO PARTS STORES	1596-168630	01/25/2012	CUSTOMER 614420	603.00.5300.444.60012	7.47
CARQUEST AUTO PARTS STORES	1596-169547	02/07/2012	1/25/12	603.00.5300.444.60012	14.14
CARQUEST AUTO PARTS STORES	1596-168767	01/25/2012	CUSTOMER 614420	603.00.5300.444.60040	170.99
CARQUEST AUTO PARTS STORES	1596-169934	02/07/2012	2/2/12	603.00.5300.444.60040	19.23
CARQUEST AUTO PARTS STORES	1596-168234	01/25/2012	CUSTOMER 614420	603.140.1450050	70.39
CARQUEST AUTO PARTS STORES	1596-169080	01/25/2012	CUSTOMER 614420	603.140.1450050	18.32
CARQUEST AUTO PARTS STORES	1596-169374	02/07/2012	1/23/12	603.140.1450050	27.17
CARQUEST AUTO PARTS STORES	1596-169445	02/07/2012	1/24/12	603.140.1450050	30.75
CATCO PARTS SERVICE	17-49505	01/25/2012	CUSTOMER 136090	603.00.5300.444.40041	84.86
CATCO PARTS SERVICE	1-37678	01/25/2012	CUSTOMER 136090	603.00.5300.444.40041	37.19
CATCO PARTS SERVICE	1-37715	01/25/2012	CUSTOMER 136090	603.00.5300.444.40041	36.58
CATCO PARTS SERVICE	17-49554	01/25/2012	CUSTOMER 136090	603.00.5300.444.40041	29.11
CATCO PARTS SERVICE	17-49609	01/25/2012	CUSTOMER 136090	603.00.5300.444.40041	11.63
CUB FOODS	2/2/12	02/07/2012	2/2/12	603.00.5300.444.60011	13.02
CUSTOM HOSE TECH	63733	02/07/2012	1/25/12	603.00.5300.444.40041	87.15
EHLERS AND ASSOCIATES, INC.	344068	01/25/2012	CAPITAL IMPROVEMENT PLAN	603.00.5300.444.70600	1,662.50
ELECTRIC FIRE & SECURITY	77473	02/07/2012	JOB 115455	603.00.5300.444.40040	84.63
EMERGENCY AUTOMOTIVE TECHNOLOGIES	10837	02/07/2012	1/20/12	603.00.5300.444.40041	198.15
EMERGENCY AUTOMOTIVE TECHNOLOGIES	AW012612-1	02/07/2012	1/26/12	603.140.1450050	89.78

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
FACTORY MOTOR PARTS COMPANY	1-3787244	12/31/2011	TICKET 1-78578	603.00.5300.444.40041	297.10
FACTORY MOTOR PARTS COMPANY	1-3791207	12/28/2011	ACCOUNT 10799	603.00.5300.444.40041	(297.10)
FACTORY MOTOR PARTS COMPANY	1-3802182	01/25/2012	1-92109	603.00.5300.444.40041	12.80
FACTORY MOTOR PARTS COMPANY	1-3804463	01/05/2012	1-94065	603.00.5300.444.40041	(12.83)
FACTORY MOTOR PARTS COMPANY	1-3807705	01/25/2012	1-96947	603.00.5300.444.40041	101.49
FACTORY MOTOR PARTS COMPANY	1-3802182	01/25/2012	1-92109	603.140.1450050	79.99
FORCE AMERICA, INC.	01378295	02/07/2012	ORDER 124205	603.00.5300.444.40041	17.13
FORCE AMERICA, INC.	01378296	02/07/2012	order 124746	603.00.5300.444.40041	1,212.60
GALLS INC	511924848	02/07/2012	ACCOUNT 5291308	603.00.5300.444.80700	246.67
GOODIN COMPANY	02913946-00	02/07/2012	1001619	603.00.5300.444.40040	60.93
GOODIN COMPANY	01061412-00	02/07/2012	1001619	603.00.5300.444.40040	10.91
GOODIN COMPANY	02915436-01	02/07/2012	1001619	603.00.5300.444.40040	10.91
H&L MESABI	84712	02/07/2012	ACCOUNT 514	603.00.5300.444.40041	1,363.56
HENNING FIRE PROTECTION EQUIPMENT	441158	12/31/2011	12/20/11	603.00.5300.444.40042	50.00
HOME DEPOT CREDIT SERVICES	12/13/11 6035 3225 0206 1959	12/31/2011	ACCOUNT 6035 3225 0206 1959	603.00.5300.444.60011	203.89
HOSE / CONVEYORS INC	00025833	02/07/2012	CIT300	603.00.5300.444.40040	86.23
HOSE / CONVEYORS INC	00025230	12/31/2011	CIT300	603.00.5300.444.40041	54.73
HOSE / CONVEYORS INC	00025457	01/25/2012	CIT300	603.00.5300.444.40041	48.91
INVER GROVE FORD	5080475	02/07/2012	1/30/12	603.00.5300.444.40041	82.96
INVER GROVE LICENSE CENTER	2/7/12	02/07/2012	2012 TAB RENEWALS	603.00.5300.444.50070	1,371.25
I-STATE TRUCK CENTER	C242193858:01	01/25/2012	ACCOUNT 31421	603.00.5300.444.40041	15.86
KIMBALL MIDWEST	2256785	01/25/2012	ACCOUNT 222006	603.00.5300.444.60011	799.43
KIMBALL MIDWEST	2256785	01/25/2012	ACCOUNT 222006	603.140.1450050	99.39
LITTLE FALLS MACHINE INC	48065 BALANCE	12/31/2011	BALANCE FOR INVOICE 00048065	603.00.5300.444.40041	101.54
METRO JANITORIAL SUPPLY INC	11011221	02/01/2012	1/18/12	603.00.5300.444.60012	101.30
METRO JANITORIAL SUPPLY INC	11011222	02/01/2012	1/18/12	603.00.5300.444.60012	323.91
MN LIFE INSURANCE CO	FEBRUARY 2012	01/25/2012	POLICY 0027324	603.00.5300.444.20620	21.10
MUNICIPAL/COMMERCIAL SEWER SERVICE	5366	02/07/2012	1/19/12	603.00.5300.444.40040	425.00
NEXTEL COMMUNICATIONS	249383315-122	02/01/2012	ACCOUNT 249383315	603.00.5300.444.50020	86.33
OPTUMHEALTH FINANCIAL SERVICES	155772	02/01/2012	DECEMBER 2011	603.00.5300.444.30550	6.65
OPTUMHEALTH FINANCIAL SERVICES	1/10/12	01/31/2012	MONTHLY MAINTENANCE FEES (HSA ACCOUNTS)	603.00.5300.444.30550	0.75
OXYGEN SERVICE COMPANY, INC	07560739	02/07/2012	CUSTOMER 04393	603.00.5300.444.60012	176.43
OXYGEN SERVICE COMPANY, INC	07560761	02/07/2012	CUSTOMER 04393	603.00.5300.444.60012	19.56
POMP'S TIRE SERVICE, INC.	107655	02/07/2012	ACCOUNT 4502557	603.00.5300.444.40041	494.45
R & R CARPET SERVICE	0979	12/31/2011	12/6/11	603.00.5300.444.40065	41.15
R & R CARPET SERVICE	1144	12/31/2011	12/20/11	603.00.5300.444.40065	41.15
R & R SPECIALTIES OF WI, INC.	0049254-IN	02/01/2012	ORDER 0157387	603.00.5300.444.40041	26.93
REED'S SALES & SERVICE	116509	01/25/2012	ACCOUNT INCI191	603.00.5300.444.40041	49.59
S & T OFFICE PRODUCTS	1/31/12	02/07/2012	FIRE	603.00.5300.444.60010	428.76
SCHARBER & SONS	1090642	01/25/2012	ACCOUNT 4502581	603.00.5300.444.40041	39.66
SHEL'S AUTO ELECTRIC	12/30/11	12/31/2011	12/30/11	603.00.5300.444.40041	56.07
SIGNAL PRO EQUIPMENT	525	12/31/2011	12/30/11	603.00.5300.444.40041	110.62
SIGNAL PRO EQUIPMENT	75538	02/07/2012	CUSTOMER 30035	603.00.5300.444.40041	193.98
SIGNAL PRO EQUIPMENT	523	12/31/2011	12/20/11	603.00.5300.444.60012	10.10
SYN-TECH SYSTEMS	68367	01/25/2012	PACK LIST ID 160308	603.00.5300.444.40042	918.75
TITAN MACHINERY	PC03627	12/31/2011	9INVO2	603.00.5300.444.40041	127.20
TRACTOR SUPPLY CREDIT PLAN	61153	02/01/2012	1/18/12	603.00.5300.444.40040	10.70
TRACTOR SUPPLY CREDIT PLAN	61241	02/07/2012	1/19/12	603.00.5300.444.40040	32.12
VIKING INDUSTRIAL CENTER	289458	02/07/2012	SO#79327	603.00.5300.444.60040	179.71
WESTERN PETROLEUM COMPANY	414575-41801	12/31/2011	CUSTOMER 112741	603.00.5300.444.40041	49.92
WESTERN PETROLEUM COMPANY	423863-41801	02/07/2012	CUSTOMER 112741	603.140.1450050	95.12
XCEL ENERGY	309262744	02/01/2012	ACCOUNT 51-5279113-0	603.00.5300.444.40010	1,958.96
YOCUM OIL COMPANY, INC.	471759	01/25/2012	ORDER 471759	603.140.1450060	10,861.21
YOCUM OIL COMPANY, INC.	472014	01/25/2012	ORDER 11482	603.140.1450060	5,140.26
ZIEGLER INC	SW050176727	12/31/2011	ACCOUNT 4069900	603.00.5300.444.40040	586.93
<b>Fund: 603 - CENTRAL EQUIPMENT</b>					<b>39,518.82</b>
S & T OFFICE PRODUCTS	1/31/12	02/07/2012	CENTRAL STORES	604.00.2200.416.60005	112.12
S & T OFFICE PRODUCTS	1/31/12	02/07/2012	EQUIPMENT MAINTENANCE	604.00.2200.416.60010	197.85
S & T OFFICE PRODUCTS	1/31/12	02/07/2012	CUSTOMER 28777 1/31/12	604.00.2200.416.60010	399.00
S & T OFFICE PRODUCTS	1/31/12	02/07/2012	CENTRAL STORES	604.00.2200.416.60010	2,343.47
S & T OFFICE PRODUCTS	1/31/12	02/07/2012	RECREATION	604.00.2200.416.60010	129.23
<b>Fund: 604 - CENTRAL STORES</b>					<b>3,181.67</b>
GRAINGER	9704159228	12/31/2011	ACCOUNT 806460150	605.00.7500.460.60011	83.77
GRAINGER	9677696487	02/01/2012	ACCOUNT 806460150	605.00.7500.460.60065	9.64
HENNING FIRE PROTECTION EQUIPMENT	441158	12/31/2011	12/20/11	605.00.7500.460.40040	36.00
HILLYARD INC	600082160	02/01/2012	ORDER ISA-01/13/2012	605.00.7500.460.60011	203.02
HUEBSCH SERVICES	2829458	02/01/2012	ACCOUNT 100075	605.00.7500.460.40065	75.03
INTEGRA TELECOM	9231248	02/07/2012	ACCOUNT 880411	605.00.7500.460.50020	348.19
INTEGRA TELECOM	923448	02/07/2012	ACCOUNT 880409	605.00.7500.460.50020	191.99
INTEGRA TELECOM	9235173	02/07/2012	ACCOUNT 645866	605.00.7500.460.50020	436.82
INTEGRA TELECOM	9238396	02/07/2012	ACCOUNT 880414	605.00.7500.460.50020	144.57
INTEGRA TELECOM	9238455	02/07/2012	ACCOUNT 645862	605.00.7500.460.50020	1,230.32
LONE OAK COMPANIES	1/25/12	01/25/2012	POSTAGE	605.00.7500.460.50035	1,323.74
LONE OAK COMPANIES	53931	02/07/2012	1/31/12	605.00.7500.460.50035	337.76
LOW VOLTAGE CONTRACTORS	SOI.027083	02/07/2012	CUSTOMER 85892	605.00.7500.460.30700	268.21
MINNESOTA ELEVATOR, INC	231801	02/01/2012	B1530	605.00.7500.460.40040	226.00
MN LIFE INSURANCE CO	FEBRUARY 2012	01/25/2012	POLICY 0027324	605.00.7500.460.20620	8.51
OVERHEAD DOOR CO OF THE NORTHLAND	72408	02/07/2012	1/19/12	605.00.7500.460.60016	79.09
PARAMETERS LTD	39326	02/07/2012	PROPOSAL 13374	605.00.7500.460.60040	220.00
US POSTMASTER	1/23/12	02/07/2012	PERMIT #PD 95009-000 REUTRN POSTAGE REQUEST	605.00.7500.460.50035	100.00
ZEE MEDICAL SERVICE	180726	02/01/2012	ACCOUNT 000701	605.00.7500.460.60065	114.27
<b>Fund: 605 - CITY FACILITIES</b>					<b>5,436.93</b>
ADVANCED TECHNOLOGY SYSTEMS, INC.	64089	02/01/2012	1/6/12	606.00.1400.413.60010	185.25
ADVANCED TECHNOLOGY SYSTEMS, INC.	64335	02/01/2012	1/27/12	606.00.1400.413.60010	3,048.38
AT & T MOBILITY	287237771092x01122012	12/31/2011	ACCOUNT 287237771092	606.00.1400.413.50025	25.96

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
MN LIFE INSURANCE CO	FEBRUARY 2012	01/25/2012	POLICY 0027324	606.00.1400.413.20620	11.29
OFFICE OF ENTERPRISE TECHNOLOGY	DV11120401	12/31/2011	CUSTOMER 200B00171 DECEMBER 2011	606.00.1400.413.30750	311.81
TYLER TECHNOLOGIES, INC	025-35701	01/25/2012	CUSTOMER 41443 ORDER 8454	606.00.1400.413.80620	10,104.65
US INTERNET	962614 01/04/2012	01/25/2012	1/4/12	606.00.1400.413.30700	220.00
<b>Fund: 606 - TECHNOLOGY FUND</b>					<b>13,907.34</b>
BARR ENGINEERING COMPANY	23190328.14-13	02/01/2012	PROJECT REVIEWS	702.229.2292800	586.00
DAKOTA CTY ATTORNEY	09-2985	02/07/2012	CASE #09-2985	702.229.2291000	306.00
EMMONS & OLIVIER RESOURCES	00095-0032-8	12/31/2011	JOB 00095-0032	702.229.2282200	1,857.75
EMMONS & OLIVIER RESOURCES	00095-0032-9	12/31/2011	JOB 00095-0032 IGH 20111 DEVELOPMENT REVIEW	702.229.2282200	1,686.75
EMMONS & OLIVIER RESOURCES	00095-0033-9	12/31/2011	JOB 00095-0033	702.229.2282200	8,589.80
EMMONS & OLIVIER RESOURCES	00095-0033-9	12/31/2011	JOB 00095-0033	702.229.2284600	180.33
EMMONS & OLIVIER RESOURCES	00095-0032-8	12/31/2011	JOB 00095-0032	702.229.2291700	105.35
KENNEDY & GRAVEN	NV125-00040 12/31/11	12/31/2011	TARGET TIF (JOBS BILL)	702.229.2283800	483.00
KENNEDY & GRAVEN	NV125-00020 12/31/11	12/31/2011	BRENTWOOD HILLS TIF (DISTRICT 4-1)	702.229.2284000	1,511.25
LEVANDER, GILLEN & MILLER P.A.	12/31/11 81000E	12/31/2011	DECEMBER 31, 2011 81000E	702.229.2283800	152.00
LEVANDER, GILLEN & MILLER P.A.	12/31/11 81000E	12/31/2011	DECEMBER 31, 2011 81000E	702.229.2292800	4,100.00
LEVANDER, GILLEN & MILLER P.A.	12/31/11 81000E	12/31/2011	DECEMBER 31, 2011 81000E	702.229.2293200	145.20
LEVANDER, GILLEN & MILLER P.A.	12/31/11 81000E	12/31/2011	DECEMBER 31, 2011 81000E	702.229.2297800	746.40
R.H.B., INC.	1/13/12	01/25/2012	ESCROW RELEASE-PARK POINT	702.229.2293400	8,832.63
SAM'S CLUB	1/23/12 REC	12/31/2011	ACCOUNT 7715 0900 6570 2540	702.229.2307200	(4.48)
SAM'S CLUB	1/23/12 VMCC	12/31/2011	ACCOUNT 7715 0900 6160 6950	702.229.2307200	(249.37)
SAM'S CLUB	1/23/12 REC	12/31/2011	ACCOUNT 7715 0900 6570 2540	702.229.2307200	20.32
SCOTT COUNTY CLERK OF COURT	2011003471	02/01/2012	RICHARD ADAM REVORD	702.229.2291000	335.00
SOUTH EAST TOWING	1/20/12	02/01/2012	VEHICLE FORFEITURE 11-3925	702.229.2291000	133.59
STEARNS COUNTY SHERIFF'S OFFICE	CR116798	01/25/2012	PAIGE MARIE ECKER	702.229.2291000	185.00
<b>Fund: 702 - ESCROW FUND</b>					<b>29,702.52</b>
JR'S APPLIANCE DISPOSAL	77603	01/25/2012	1/1/12	703.43.5500.446.40025	176.50
LIBERTY TIRE SERVICES (MN)	68511	12/31/2011	ACCOUNT 298	703.43.5500.446.40025	97.80
MN LIFE INSURANCE CO	FEBRUARY 2012	01/25/2012	POLICY 0027324	703.43.5500.446.20620	2.36
<b>Fund: 703 - LANDFILL ABATEMENT</b>					<b>276.66</b>
<b>Grand Total</b>					<b>1,743,746.71</b>

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**CONSIDER CHANGE ORDER NO. ONE FOR CITY PROJECT 2008-18 PUBLIC SAFETY ADDITION/CITY HALL RENOVATION – DASCOM**

Meeting Date: February 13, 2012  
 Item Type: Consent  
 Contact: JTeppen, Asst City Admin  
 Prepared by: *SP*  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED** Consider the attached Change Order No. 1 for City Project 2008-18 Public Safety Addition/City Hall Renovation from Dascom.

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

- |   |            |
|---|------------|
| 1. Ethernet base port, Custom Mixer control interface | \$864.00   |
| 2. Caster Base, Rack and Shelf Supports               | \$575.00   |
| 3. CV –S Video Converter and Engineering              | \$508.85   |
| 4. Credit for Crestron Mobile Pro G App               | \$-120.00  |
| 5. Component to CV – S Video Converter                | \$323.52   |
| 6. Monitor upgrades, cables                           | \$700.75   |
| 7. Audio to HDMI Format Scaler, Adapter Cables        | \$1,864.82 |

The Contract amount is reflected to increase \$4,716.94 for these items reflecting a new contract balance of \$115,526.94.

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

# CHANGE ORDER

OWNER \_\_\_\_\_  
ARCHITECT \_\_\_\_\_  
CONTRACTOR \_\_\_\_\_  
FIELD \_\_\_\_\_  
OTHER \_\_\_\_\_

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<b>PROJECT:</b>	Inver Grove Heights Public Safety & City Hall Remodel	<b>CHANGE ORDER NO.:</b>	<b>Dascom-Council- One (01)</b>
		<b>DATE:</b>	February 3, 2012
<b>TO CONTRACTOR:</b>	Dascom Systems Group LLC 2415 Ventura Drive Woodbury, MN 55125	<b>ARCHITECT'S PROJECT #:</b>	1643.01
		<b>CONTRACT DATE:</b>	February 8, 2010
		<b>CONTRACT FOR:</b>	AV/Multi-Media Systems

---

The contract is changed as follows:

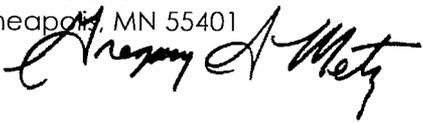
1.	Dascom CO 1:	Ethernet base port, Custom Mixer control interface,	\$864.00
2.	Dascom CO 2:	Caster Base, Rack & shelf supports	\$575.00
3.	Dascom CO 3:	CV S-Video Converter and Engineering	\$508.85
4.	Dascom CO 4:	Credit for Creston Mobile Pro G App	-\$120.00
5.	Dascom CO 5:	Component to CV S-Video Converter	\$323.52
6.	Dascom CO 6:	Monitor upgrades, cables	\$700.75
7.	Dascom CO7:	Audio to HDMI Format Scaler, Adapter, Cables	\$1,864.82
			\$4,716.94

The original (Contract Sum)(Guaranteed Maximum Price) was	\$110,810.00
Net change by previously authorized Change Orders	\$0.00
The (Contract Sum)(Guaranteed Maximum Price) prior to this Change Order was	\$110,810.00
The (Contract Sum)(Guaranteed Maximum Price) will be (increased)(decreased)(unchanged) by this change order in the amount of	\$4,716.94
The new (Contract Sum)(Guaranteed Maximum Price) including this Change Order will be	\$115,526.94

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

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

Authorized:

ARCHITECT	CONTRACTOR	OWNER
Boarman Kroos Vogel Group, Inc. Address 222 N. 2nd Street Minneapolis, MN 55401	Dascom Systems Group LLC Address 2415 Ventura Drive Woodbury, MN 55125	City of Inver Grove Heights Address 8150 Barbara Avenue Inver Grove Heights, MN 55077
BY 	BY _____	BY _____

Gregory Metz, Sr. Construction  
Admin.

DATE	DATE	DATE
2/3/2012		

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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

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

Meeting Date: February 13, 2012  
 Item Type: Regular  
 Contact: JTeppen, Asst City Admin *SB*  
 Prepared by:  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED** Consider the attached Change Order No. 3 for City Project 2008-18 Public Safety Addition/City Hall Renovation from Tri Com Communications.

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

This Change Order request comprises one item.

Install three (3) new 25-pairs cable from the MER closet (left rack) to existing 110 blocks. \$817

The Contract amount is reflected to increase \$817.00 for this item leaving a contract balance of \$143,425.13.

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

# CHANGE ORDER

OWNER \_\_\_\_\_  
 ARCHITECT \_\_\_\_\_  
 CONTRACTOR \_\_\_\_\_  
 FIELD \_\_\_\_\_  
 OTHER \_\_\_\_\_

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**PROJECT:** Inver Grove Heights Public Safety & City Hall Remodel  
**CHANGE ORDER NO.:** Tech- Tricom- Three (03)  
**DATE:** 29 November, 2011  
**TO CONTRACTOR:** TriCOM Communications Inc. 1301 Corporate Center Drive, Suite 160 Eagan, MN 55121  
**ARCHITECT'S PROJECT #:** 1643.01  
**CONTRACT DATE:** February 8, 2010  
**CONTRACT FOR:** Cabling Infrastructure

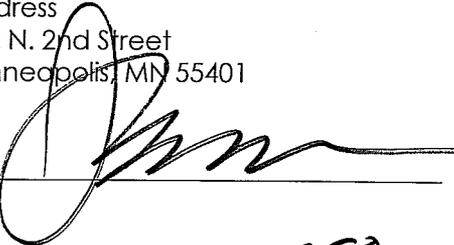
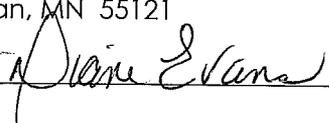
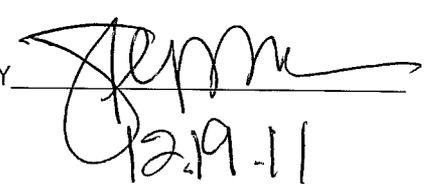
The contract is changed as follows:

1. Install (3) new 25-pairs cable from the MER closet (left rack) to existing 110 blocks.	\$817.00
The original (Contract Sum)(Guaranteed Maximum Price) was	\$113,986.00
Net change by previously authorized Change Orders	\$28,622.13
The (Contract Sum)(Guaranteed Maximum Price) prior to this Change Order was	\$142,608.13
The (Contract Sum)(Guaranteed Maximum Price) will be (increased)(decreased)(unchanged) by this change order in the amount of	\$817.00
The new (Contract Sum)(Guaranteed Maximum Price) including this Change Order will be	\$143,425.13

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

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

Authorized:

ARCHITECT	CONTRACTOR	OWNER
Boarman Kroos Vogel Group, Inc. Address 222 N. 2nd Street Minneapolis, MN 55401	TRiCOM Communications, Inc Address 1301 Corporate Center Drive, Suite 160 Eagan, MN 55121	City of Inver Grove Heights Address 8150 Barbara Avenue Inver Grove Heights, MN 55077
BY 	BY 	BY 
DATE 4/25/11	DATE 12-2-11	DATE 12-19-11
Jack Boarman, President		

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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

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

Meeting Date: February 13, 2012  
 Item Type: Regular  
 Contact: JTeppen, Asst City Admin  
 Prepared by: *JTB*  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED** Consider the attached Change Order No. 4 for City Project 2008-18 Public Safety Addition/City Hall Renovation from Tri Com Communications.

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

This Change Order request comprises two items.

One Cat-6 data cable and outlet at the concourse \$410.00  
 Install new 50-pair cables from MER to Demarc \$575.00

The Contract amount is reflected to increase \$985.00 for these items leaving a contract balance of \$144,410.13.

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

# CHANGE ORDER

OWNER \_\_\_\_\_  
 ARCHITECT \_\_\_\_\_  
 CONTRACTOR \_\_\_\_\_  
 FIELD \_\_\_\_\_  
 OTHER \_\_\_\_\_

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**PROJECT:** Inver Grove Heights Public Safety & City Hall Remodel  
**CHANGE ORDER NO.:** Tech- Tricom- Four (04)  
**DATE:** 2 February 2012

**TO CONTRACTOR:** TriCOM Communications Inc.  
 1301 Corporate Center Drive,  
 Suite 160  
 Eagan, MN 55121  
**ARCHITECT'S PROJECT #:** 1643.01

**CONTRACT DATE:** February 8, 2010  
**CONTRACT FOR:** Cabling Infrastructure

The contract is changed as follows:

- 1. PR 16 Tech; (1) RG-6 CATV Cable, (1) Cat 6 data cable and outlet at concourse. \$410.00
- 2. GCPR-Tech-Tricom-01: Install new 50-pair cable from MER to Demarc. \$575.00

The original (Contract Sum) (Guaranteed Maximum Price) was	\$113,986.00
Net change by previously authorized Change Orders	\$29,493.13
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$143,425.13
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this change order in the amount of	\$985.00 <del>\$8</del>
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$144,410.13

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

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

Authorized:

ARCHITECT	CONTRACTOR	OWNER
Boarman Kroos Vogel Group, Inc. Address 222 N. 2nd Street Minneapolis, MN 55401	TRICOM Communications, Inc Address 1301 Corporate Center Drive, Suite 160 Eagan, MN 55121	City of Inver Grove Heights Address 8150 Barbara Avenue Inver Grove Heights, MN 55077
BY <u>Gregory A Metz</u>	BY <u>Devin Evans</u>	BY _____
Gregory Metz, Sr. Const. Admin.	2-2-12	
DATE	DATE	DATE

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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Pay Voucher No. 7 for City Project No. 2011-09D – Urban Street Reconstruction, South Grove Area 6**

Meeting Date: February 13, 2012  
 Item Type: Consent  
 Contact: Thomas J. Kaldunski, 651.450.2572  
 Prepared by: Thomas J. Kaldunski, City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director

TJK  
 SMT  
 SB

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

**PURPOSE/ACTION REQUESTED**

Consider Pay Voucher No. 7 for City Project No. 2011-09D – Urban Street Reconstruction, South Grove Area 6.

**SUMMARY**

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

I recommend approval of Payment Voucher No. 7 in the amount of \$2,153.40 for work on City Project No. 2011-09D – Urban Street Reconstruction, South Grove Area 6.

TJK/kf  
 Attachments: Pay Voucher No. 7



**PAYMENT DETAIL LIST**

Contract: CP 2011-09D  
 Owner: City of Inver Grove Heights  
 Project: South Grove Street Reconstruction Area 6  
 KHA Job No: 1605090018



Schedule: A  
 Description: Street Improvements

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2021.501	MOBILIZATION	LUMP SUM	1.00	1.00	\$ 39,000.00	\$ 39,000.00	\$ 39,000.00
2	2031.501	FIELD OFFICE	EACH	1	1.00	\$ 6,700.00	\$ 6,700.00	\$ 6,700.00
3	2101.501	CLEARING	ACRE	0.35	0.35	\$ 2,500.00	\$ 875.00	\$ 875.00
4	2101.502	CLEARING	TREE	33	48.00	\$ 150.00	\$ 4,950.00	\$ 7,200.00
5	2101.506	GRUBBING	ACRE	0.35	0.35	\$ 2,500.00	\$ 875.00	\$ 875.00
6	2101.507	GRUBBING	TREE	33	45.00	\$ 50.00	\$ 1,650.00	\$ 2,250.00
7	2104.501	REMOVE EXISTING CURB AND GUTTER	LIN FT	7,800	8,763.00	\$ 2.75	\$ 21,450.00	\$ 24,098.25
8	2104.501	REMOVE FENCE	LIN FT	200		\$ 3.25	\$ 650.00	\$ -
9	2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	2,040	1,780.00	\$ 3.75	\$ 7,650.00	\$ 6,675.00
10	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	625	654.00	\$ 4.20	\$ 2,625.00	\$ 2,746.80
11	2104.509	REMOVE SIGN TYPE C	EACH	38	38.00	\$ 25.00	\$ 950.00	\$ 950.00
12	2105.501	COMMON EXCAVATION (P)	CU YD	27,833	29,018.00	\$ 9.50	\$ 264,413.50	\$ 275,671.00
13	2105.507	SUBGRADE EXCAVATION (EV)	CU YD	3,000		\$ 6.00	\$ 18,000.00	\$ -
14	2105.522	SELECT GRANULAR BORROW (CV)	CU YD	21,200	1,664.00	\$ 6.00	\$ 127,200.00	\$ 9,984.00
15	2105.525	SELECT TOPSOIL BORROW (LV)	CU YD	5,100	4,577.00	\$ 8.50	\$ 43,350.00	\$ 38,904.50
16	2105.604	GEOTEXTILE FABRIC TYPE V	SQ YD	10,000	1,377.00	\$ 1.25	\$ 12,500.00	\$ 1,721.25
17	2105.607	EXCAVATE INFILTRATION BASIN (P)	CU YD	1,353	1,353.00	\$ 5.50	\$ 7,441.50	\$ 7,441.50
18	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	TON	75	125.50	\$ 110.00	\$ 8,250.00	\$ 13,805.00
19	2211.501	AGGREGATE BASE, CLASS 5	TON	9,800	7,114.10	\$ 13.00	\$ 127,400.00	\$ 92,483.30
20	2211.501	AGGREGATE BASE, CLASS 5 (100% CRUSHED LIMESTONE)	TON	1,250	1,142.57	\$ 20.00	\$ 25,000.00	\$ 22,851.40
21	2232.501	MILL BITUMINOUS SURFACE (2.0")	SQ YD	2,350	2,594.00	\$ 2.00	\$ 4,700.00	\$ 5,188.00
22	2232.501	MILL BITUMINOUS SURFACE (2.5")	SQ YD	4,100	4,100.00	\$ 2.00	\$ 8,200.00	\$ 8,200.00
23	2331.604	BITUMINOUS PAVEMENT RECLAMATION	SQ YD	26,100	26,100.00	\$ 3.65	\$ 95,265.00	\$ 95,265.00

24	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	1,670	2,460.00	\$	4.00	\$	6,680.00	\$	9,840.00
25	2360.501	TYPE SP 9.5 WEARING COURSE MIX (3,B)	TON.	900	780.17	\$	40.00	\$	36,000.00	\$	31,206.80
26	2360.501	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	3,000	2,608.10	\$	50.00	\$	150,000.00	\$	130,405.00
27	2360.502	TYPE SP 12.5 NON-WEARING COURSE MIX (3,B)	TON	2,052	924.02	\$	40.00	\$	82,080.00	\$	36,960.80
28	2360.502	TYPE SP 12.5 NON-WEARING COURSE MIX (3,C)	TON	1,981	2,943.20	\$	70.00	\$	138,670.00	\$	206,024.00
29	2360.604	2.5" BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	2,040	1,547.00	\$	17.00	\$	34,680.00	\$	26,299.00
30	2360.604	FULL DEPTH BITUMINOUS PATCHING	SY	650	234.00	\$	30.00	\$	19,500.00	\$	7,020.00
31	2411.607	HIGH EARLY STRENGTH CONCRETE	CU YD	100	22.50	\$	15.00	\$	1,500.00	\$	337.50
32	2506.602	RECONSTRUCT DRAINAGE STRUCTURE SPECIAL	EACH	1	1.00	\$	800.00	\$	800.00	\$	800.00
33	2521.501	4" CONCRETE WALK	SQ FT	9,600	8,356.00	\$	2.65	\$	25,440.00	\$	22,143.40
34	2521.511	3" BITUMINOUS TRAIL	SQ FT	450	500.00	\$	5.00	\$	2,250.00	\$	2,500.00
35	2531.501	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	12,660	12,378.00	\$	9.50	\$	120,270.00	\$	117,591.00
36	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	750	864.00	\$	37.00	\$	27,750.00	\$	31,968.00
37	2531.602	PEDESTRIAN CURB RAMP	EACH	6	8.00	\$	500.00	\$	3,000.00	\$	4,000.00
38	2531.603	CONCRETE CURB AND GUTTER DESIGN B618 (HAND POUR)	LIN FT	500	119.00	\$	22.00	\$	11,000.00	\$	2,618.00
39	2531.603	CONCRETE VALLEY GUTTER	LIN FT	375	145.00	\$	60.00	\$	22,500.00	\$	8,700.00
40	2531.603	SPOT CURB REPLACEMENT	LIN FT	560	656.00	\$	25.00	\$	14,000.00	\$	16,400.00
41	2531.618	CONCRETE WING APRON	SQ FT	1,050	1,032.00	\$	5.00	\$	5,250.00	\$	5,160.00
42	2540.601	MAILBOX MAINTENANCE	LUMP SUM	1	1.00	\$	3,950.00	\$	3,950.00	\$	3,950.00
43	2557.603	SALVAGE AND REINSTALL FENCE	LIN FT	40	80.00	\$	7.00	\$	280.00	\$	560.00
44	2564.531	SIGN PANELS TYPE C	SQ FT	148	148.00	\$	30.00	\$	4,440.00	\$	4,440.00
45	2564.602	SALVAGE AND RE-INSTALL SIGN	EACH	17	17.00	\$	90.00	\$	1,530.00	\$	1,530.00
46	2571.618	INFILTRATION BASIN PREPARATION, SAND AND COMPOST BEDDING	SF	3,150	3,150.00	\$	2.30	\$	7,245.00	\$	7,245.00
47	2571.618	RAIN GARDEN MULCHING	EACH	30	24.00	\$	220.00	\$	6,600.00	\$	5,280.00
48	2571.618	RAIN GARDEN PREPARATION, EXIST SOIL AND COMPOST BEDDING	SQ FT	4,000		\$	1.20	\$	4,800.00	\$	-
49	2571.618	RAIN GARDEN PREPARATION, SAND AND COMPOST BEDDING	SQ FT	4,000	5,562.00	\$	1.20	\$	4,800.00	\$	6,674.40
50	2571.618	RAIN GARDEN REHABILITATION	SQ FT	800	316.00	\$	2.37	\$	1,896.00	\$	748.92

51	2571.618	RAIN GARDEN RETAINING WALL, BOULDER	SQ FT	1,300	922.00	\$	17.00	\$	22,100.00	\$	15,674.00
52	2571.618	RAIN GARDEN RETAINING WALL, MODULAR BLOCK	SQ FT	1,300	766.00	\$	17.00	\$	22,100.00	\$	13,022.00
53	2571.618	RAIN GARDEN TURF PAVER FILTER STRIP	SQ FT	600	460.00	\$	10.00	\$	6,000.00	\$	4,600.00
54	2572.501	TEMPORARY FENCE	LIN FT	1,000	666.00	\$	2.00	\$	2,000.00	\$	1,332.00
55	2572.505	PRUNE TREES	HOUR	20		\$	280.00	\$	5,600.00	\$	-
56	2573.530	STORM DRAIN INLET PROTECTION	EACH	113	96.00	\$	65.00	\$	7,345.00	\$	6,240.00
57	2573.540	FILTER LOG, TYPE COMPOST	LIN FT	650		\$	2.20	\$	1,430.00	\$	-
58	2573.550	EROSION CONTROL SUPERVISOR	LUMP SUM	1.00	1.00	\$	4,600.00	\$	4,600.00	\$	4,600.00
59	2573.602	DEWATERING (EXCAVATION)	LUMP SUM	1.00		\$	1.00	\$	1.00	\$	-
60	2573.602	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EACH	13	4.00	\$	860.00	\$	11,180.00	\$	3,440.00
61	2575.505	SODDING, TYPE LAWN	SQ YD	30,700	13,077.00	\$	2.55	\$	78,285.00	\$	33,346.35
62	2575.511	MULCH MATERIAL TYPE 1	TON	2		\$	306.00	\$	612.00	\$	-
63	2575.545	WEED SPRAYING	ACRE	2		\$	415.00	\$	830.00	\$	-
64	2575.560	HYDRAULIC SOIL STABILIZER, TYPE SPECIAL	POUND	1,050	1,050.00	\$	1.65	\$	1,732.50	\$	1,732.50
65	2575.570	RAPID STABILIZATION, METHOD 2	ACRE	0.5	2.50	\$	2,141.00	\$	1,070.50	\$	5,352.50
66	2575.601	RESTORATION OF STAGING AREAS	LUMP SUM	1.00	0.60	\$	611.00	\$	611.00	\$	366.60
67	2575.604	EROSION STABILIZATION MAT - ENKAMAT	SQ YD	125	76.00	\$	6.35	\$	793.75	\$	482.60
68	2575.605	SEEDING, MNDOT MIX NO. 250	ACRE	0.90	0.90	\$	579.00	\$	521.10	\$	521.10
69	2575.605	SEEDING, MNDOT MIX NO. 328	ACRE	0.10	0.79	\$	1,042.00	\$	104.20	\$	823.18
70	2582.502	4" DOUBLE SOLID LINE YELLOW-PAINT	LIN FT	2,000	1,646.00	\$	0.40	\$	800.00	\$	658.40

Schedule A Subtotal: \$ 1,733,722.05 \$ 1,445,478.05

Schedule: B  
 Description: Storm Sewer Improvements

Item No.	Mm/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	585	817.00	\$ 5.00	\$ 2,925.00	\$ 4,085.00
2	2104.509	REMOVE CASTING AND RINGS (STORM)	EACH	27	10.00	\$ 50.00	\$ 1,350.00	\$ 500.00
3	2104.509	REMOVE MANHOLE OR CATCHBASIN	EACH	22	16.00	\$ 150.00	\$ 3,300.00	\$ 2,400.00
4	2104.603	ABANDON PIPE SEWER	LIN FT	50	25.00	\$ 8.00	\$ 400.00	\$ 200.00
5	2501.602	15" RC PIPE APRON AND TRASH GUARD	EACH	2	1.00	\$ 1,135.00	\$ 2,270.00	\$ 1,135.00
6	2502.511	6" PVC PIPE DRAIN	LIN FT	86	99.00	\$ 9.00	\$ 774.00	\$ 891.00
7	2502.541	4" PERF PVC PIPE DRAIN	LIN FT	1,700	1,316.00	\$ 6.85	\$ 11,645.00	\$ 9,014.60
8	2502.541	6" PERF PVC PIPE DRAIN	LIN FT	220	100.00	\$ 8.75	\$ 1,925.00	\$ 875.00
9	2503.541	15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	1,766	1,749.50	\$ 26.25	\$ 46,357.50	\$ 45,924.38
10	2503.541	18" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	1,069	1,051.50	\$ 28.25	\$ 30,199.25	\$ 29,704.88
11	2503.541	24" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	872	873.00	\$ 32.00	\$ 27,904.00	\$ 27,936.00
12	2503.541	30" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	670	672.50	\$ 41.50	\$ 27,805.00	\$ 27,908.75
13	2503.603	15" HDPE PIPE SEWER	LIN FT	115	115.00	\$ 22.00	\$ 2,530.00	\$ 2,530.00
14	2503.603	18" HDPE PIPE SEWER - PERFORATED	LIN FT	354	354.00	\$ 43.00	\$ 15,222.00	\$ 15,222.00
15	2506.502	CONSTRUCT DRAINAGE STRUCTURE 2' x 3' CB	EACH	23	21.00	\$ 1,201.00	\$ 27,623.00	\$ 25,221.00
16	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	EACH	30	31.00	\$ 1,842.00	\$ 55,260.00	\$ 57,102.00
17	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 54-4020	EACH	2	1.00	\$ 3,100.00	\$ 6,200.00	\$ 3,100.00
18	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	EACH	3	3.00	\$ 2,802.00	\$ 8,406.00	\$ 8,406.00
19	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 66-4020	EACH	2	2.00	\$ 4,035.00	\$ 8,070.00	\$ 8,070.00
20	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020	EACH	1	1.00	\$ 4,031.00	\$ 4,031.00	\$ 4,031.00
21	2506.522	ADJUST FRAME AND RING CASTING (STORM)	EACH	6	4.00	\$ 210.00	\$ 1,260.00	\$ 840.00
22	2506.602	CONNECT TO EXISTING STORM SEWER	EACH	10	7.00	\$ 75.00	\$ 750.00	\$ 525.00
23	2506.602	CONSTRUCT DRAINAGE STRUCTURE - 30" YARD DRAIN	EACH	1	1.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
24	2506.602	CONSTRUCT DRAINAGE STRUCTURE SUMP BASKET	EACH	2	2.00	\$ 600.00	\$ 1,200.00	\$ 1,200.00
25	2506.602	INSTALL NEW RINGS AND CASTING (STORM)	EACH	12	10.00	\$ 580.00	\$ 6,960.00	\$ 5,800.00
26	2506.602	OUTLET CONTROL STRUCTURE (60")	EACH	1	1.00	\$ 3,735.00	\$ 3,735.00	\$ 3,735.00
27	2511.501	RANDOM RIPRAP, CLASS IV	CU YD	10	10.00	\$ 73.00	\$ 730.00	\$ 730.00

Schedule B Subtotal:

\$ 300,831.75 \$ 289,086.60

Schedule: C  
 Description: Sanitary Sewer Improvements

Item No.	Mni/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2104.501	REMOVE SEWER PIPE (SEWER)	LIN FT	765	774.00	\$ 1.00	\$ 765.00	\$ 774.00
2	2104.509	REMOVE CASTING AND RINGS (SEWER)	EACH	22	19.00	\$ 50.00	\$ 1,100.00	\$ 950.00
3	2104.602	REMOVE SECTION FROM EX SANITARY SEWER MANHOLE	EACH	5	1.00	\$ 350.00	\$ 1,750.00	\$ 350.00
4	2503.511	8" PVC PIPE SEWER SDR 26	LIN FT	774	754.00	\$ 27.75	\$ 21,478.50	\$ 20,923.50
5	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	2	2.00	\$ 885.00	\$ 1,770.00	\$ 1,770.00
6	2503.602	CUT-IN SANITARY MANHOLE	EACH	2	2.00	\$ 3,507.00	\$ 7,014.00	\$ 7,014.00
7	2503.602	LOCATE SANITARY SEWER SERVICE	EACH	32	12.00	\$ 500.00	\$ 16,000.00	\$ 6,000.00
8	2503.602	SANITARY SEWER SERVICE REPLACEMENT	EACH	32	29.00	\$ 895.00	\$ 28,640.00	\$ 25,955.00
9	2506.522	ADJUST FRAME AND RING CASTING (SEWER)	EACH	9	8.00	\$ 200.00	\$ 1,800.00	\$ 1,600.00
10	2506.602	FURNISH AND INSTALL EXTERNAL MANHOLE CHIMNEY SEAL	EACH	32	32.00	\$ 190.00	\$ 6,080.00	\$ 6,080.00
11	2506.602	INSTALL NEW RINGS AND CASTING (SEWER)	EACH	19	20.00	\$ 550.00	\$ 10,450.00	\$ 11,000.00
12	2506.602	SANITARY SEWER MANHOLE 48"	EACH	5	3.00	\$ 2,414.00	\$ 12,070.00	\$ 7,242.00

Schedule C Subtotal:

\$ 108,917.50 \$ 89,658.50

Schedule: D  
 Description: Watermain Improvements

Item No.	Mm/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2103.507	DISCONNECT WATER SERVICE	EACH	10	16.00	\$ 150.00	\$ 1,500.00	\$ 2,400.00
2	2104.501	REMOVE WATERMAIN	LIN FT	1,350	983.00	\$ 5.00	\$ 6,750.00	\$ 4,915.00
3	2104.509	REMOVE GATE VALVE	EACH	22	15.00	\$ 75.00	\$ 1,650.00	\$ 1,125.00
4	2104.509	REMOVE HYDRANT AND GATE VALVE	EACH	8	9.00	\$ 175.00	\$ 1,400.00	\$ 1,575.00
5	2104.509	REMOVE WATER SERVICE	EACH	10	8.00	\$ 50.00	\$ 500.00	\$ 40.00
6	2504.602	1" CORPORATION STOP	EACH	10	17.00	\$ 90.00	\$ 900.00	\$ 1,550.00
7	2504.602	12" GATE VALVE AND BOX	EACH	1	1.00	\$ 3,631.00	\$ 3,631.00	\$ 3,631.00
8	2504.602	6" GATE VALVE AND BOX	EACH	30	17.00	\$ 1,884.00	\$ 56,520.00	\$ 32,028.00
9	2504.602	8" GATE VALVE AND BOX	EACH	6	7.00	\$ 1,139.00	\$ 6,834.00	\$ 7,973.00
10	2504.602	CONNECT TO EXISTING WATERMAIN	EACH	26	27.00	\$ 615.00	\$ 15,990.00	\$ 16,605.00
11	2504.602	CURB STOP AND BOX	EACH	10	17.00	\$ 155.00	\$ 1,550.00	\$ 2,635.00
12	2504.602	CUT IN 6" GATE VALVE	EACH	2	1.00	\$ 2,109.00	\$ 4,218.00	\$ 2,109.00
13	2504.602	HYDRANT AND GATE VALVE	EACH	8	9.00	\$ 4,813.00	\$ 38,504.00	\$ 43,317.00
14	2504.602	RECONNECT WATER SERVICE	EACH	10	15.00	\$ 100.00	\$ 1,000.00	\$ 1,500.00
15	2504.602	WATERMAIN OFFSET	EACH	20	6.00	\$ 2,637.00	\$ 52,740.00	\$ 15,822.00
16	2504.602	WATERMAIN SERVICE ADJUSTMENT	EACH	10	4.00	\$ 935.00	\$ 9,350.00	\$ 3,740.00
17	2504.603	1" TYPE K COPPER PIPE	LIN FT	1,200	738.50	\$ 24.75	\$ 29,700.00	\$ 18,277.88
18	2504.603	6" WATERMAIN DUCTILE IRON CLASS 52	LIN FT	875	751.00	\$ 35.00	\$ 30,625.00	\$ 26,285.00
19	2504.603	8" WATERMAIN DUCTILE IRON CLASS 52	LIN FT	365	356.50	\$ 39.50	\$ 14,417.50	\$ 14,081.75
20	2504.603	DIRECTIONALLY DRILL 1" SERVICE LINE	LIN FT	322	204.00	\$ 30.50	\$ 9,821.00	\$ 6,222.00
21	2504.604	4" POLYSTYRENE INSULATION	SQ YD	50	23.13	\$ 35.00	\$ 1,750.00	\$ 809.55
22	2504.608	DUCTILE IRON FITTINGS	POUND	1,700	4,150.00	\$ 2.00	\$ 3,400.00	\$ 8,300.00

Schedule D Subtotal:

\$ 292,300.50 \$ 214,921.18

Schedule: E  
 Description: Allowances

Item No.	Mm/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2130.601	WATER USAGE ALLOWANCE	LUMP SUM	1.00		\$6,000.00	\$ 6,000.00	\$ -
2	2504.601	IRRIGATION SYSTEM REPAIR ALLOWANCE	LUMP SUM	1.00	0.56	\$5,000.00	\$ 5,000.00	\$ 2,800.00
3	2540.601	BOULEVARD LANDSCAPING ALLOWANCE	LUMP SUM	1.00	0.80	\$10,000.00	\$ 10,000.00	\$ 8,000.00
4	2563.601	TRAFFIC CONTROL ALLOWANCE	LUMP SUM	1.00	0.45	\$10,000.00	\$ 10,000.00	\$ 4,500.00
5	2573.601	STORM WATER MANAGEMENT ALLOWANCE	LUMP SUM	1.00		\$10,000.00	\$ 10,000.00	\$ -

Schedule E Subtotal: \$ 41,000.00 \$ 15,300.00

Schedule: 1

Description: Bid Alternate 1 - Craig Court Full Reconstruction

Item No.	Mm/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2104.501	REMOVE EXISTING CURB AND GUTTER	LIN FT	1,080	1,066.00	\$ 3.00	\$ 3,240.00	\$ 3,198.00
2	2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	520	811.00	\$ 3.75	\$ 1,950.00	\$ 3,041.25
3	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	33	37.00	\$ 4.00	\$ 132.00	\$ 148.00
4	2104.509	REMOVE CASTING AND RINGS (SEWER)	EACH	3	3.00	\$ 50.00	\$ 150.00	\$ 150.00
5	2105.501	COMMON EXCAVATION (P)	CU YD	2,866	2,866.00	\$ 6.00	\$ 17,196.00	\$ 17,196.00
6	2105.507	SUBGRADE EXCAVATION (EV)	CU YD	286		\$ 6.00	\$ 1,716.00	\$ -
7	2105.522	SELECT GRANULAR BORROW (CV)	CU YD	475		\$ 11.00	\$ 5,225.00	\$ -
8	2105.525	SELECT TOPSOIL BORROW (LV)	CU YD	350	141.00	\$ 10.00	\$ 3,500.00	\$ 1,410.00
9	2105.604	GEOTEXTILE FABRIC TYPE V	SQ YD	750		\$ 1.25	\$ 937.50	\$ -
10	2211.501	AGGREGATE BASE, CLASS 5	TON	850		\$ 12.00	\$ 10,200.00	\$ -
11	2211.501	AGGREGATE BASE, CLASS 5 (100% CRUSHED LIMESTONE)	TON	170	157.43	\$ 19.00	\$ 3,230.00	\$ 2,991.17
12	2331.604	BITUMINOUS PAVEMENT RECLAMATION	SQ YD	2,250	2,250.00	\$ 3.65	\$ 8,212.50	\$ 8,212.50
13	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	115	115.00	\$ 3.00	\$ 345.00	\$ 345.00
14	2360.501	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	265	265.00	\$ 50.00	\$ 13,250.00	\$ 13,250.00
15	2360.502	TYPE SP 12.5 NON-WEARING COURSE MIX (3,C)	TON	265	265.00	\$ 75.00	\$ 19,875.00	\$ 19,875.00
16	2360.604	2.5" BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	520	811.00	\$ 17.00	\$ 8,840.00	\$ 13,787.00
17	2506.602	FURNISH AND INSTALL EXTERNAL MANHOLE CHIMNEY SEAL	EACH	3	3.00	\$ 200.00	\$ 600.00	\$ 600.00
18	2506.602	INSTALL NEW RINGS AND CASTING (SEWER)	EACH	3	3.00	\$ 680.00	\$ 2,040.00	\$ 2,040.00
19	2531.501	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	1,265	1,265.00	\$ 9.70	\$ 12,270.50	\$ 12,270.50
20	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	33	37.00	\$ 37.00	\$ 1,221.00	\$ 1,369.00
21	2575.505	SODDING, TYPE LAWN	SQ YD	2,000	759.00	\$ 2.55	\$ 5,100.00	\$ 1,935.45

Schedule 1 Subtotal:

\$ 119,230.50 \$ 101,818.87

Schedule: 4  
 Description: Bid Alternate 4 - Skyview Park

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2101.502	CLEARING	TREE	17.00	11.00	\$ 150.00	\$ 2,550.00	\$ 1,650.00
2	2101.507	GRUBBING	TREE	17.00	17.00	\$ 50.00	\$ 850.00	\$ 850.00
3	2104.501	REMOVE FENCE	LIN FT	700.00	893.00	\$ 4.00	\$ 2,800.00	\$ 3,572.00
4	2104.509	REMOVE BACK STOP	EACH	2.00	2.00	\$ 850.00	\$ 1,700.00	\$ 1,700.00
5	2104.509	REMOVE BENCH	EACH	4.00	4.00	\$ 260.00	\$ 1,040.00	\$ 1,040.00
6	2104.509	REMOVE BLEACHERS	EACH	2.00	2.00	\$ 1,750.00	\$ 3,500.00	\$ 3,500.00
7	2105.501	COMMON EXCAVATION (P)	CU YD	497.00	497.00	\$ 6.00	\$ 2,982.00	\$ 2,982.00
8	2501.602	12" HDPE PIPE APRON AND TRASH GUARD	EACH	2.00	2.00	\$ 345.00	\$ 690.00	\$ 690.00
9	2503.603	12" HDPE PIPE SEWER	LIN FT	20.00	20.00	\$ 25.00	\$ 500.00	\$ 500.00
10	2506.522	ADJUST FRAME AND RING CASTING (SEWER)	EACH	1.00		\$ 200.00	\$ 200.00	\$ -
11	2572.501	TEMPORARY FENCE	LIN FT	300.00		\$ 2.00	\$ 600.00	\$ -
12	2573.502	SILT FENCE, TYPE MACHINE SLICED	LIN FT	650.00	677.00	\$ 1.90	\$ 1,235.00	\$ 1,286.30
13	2575.511	MULCH MATERIAL TYPE 1	TON	9.00	9.00	\$ 306.00	\$ 2,754.00	\$ 2,754.00
14	2575.605	SEEDING, MNDOT MIX NO. 250	ACRE	4.50	4.50	\$ 579.00	\$ 2,605.50	\$ 2,605.50

Schedule 4 Subtotal: \$ 24,006.50 \$ 23,129.80

Schedule: 5  
 Description: Bid Alternate 5 - McPhillips

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2501.602	18" RC PIPE APRON AND TRASH GUARD	EACH	2	2.00	\$ 845.00	\$ 1,690.00	\$ 1,690.00
2	2503.541	18" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	205	236.00	\$ 28.50	\$ 5,842.50	\$ 6,726.00
3	2503.603	18" HDPE PIPE SEWER	LIN FT	205		\$ 30.00	\$ 6,150.00	\$ -
4	2511.501	RANDOM RIPRAP, CLASS IV	CU YD	20	20.00	\$ 73.00	\$ 1,460.00	\$ 1,460.00
5	2573.502	SILT FENCE, TYPE MACHINE SLICED	LIN FT	1,500	1,403.00	\$ 1.90	\$ 2,850.00	\$ 2,665.70
6	2575.560	HYDRAULIC SOIL STABILIZER, TYPE SPECIAL	POUND	3,000		\$ 1.45	\$ 4,350.00	\$ -
7	2575.605	SEEDING, MNDOT MIX NO. 250	ACRE	2	2.00	\$ 579.00	\$ 1,158.00	\$ 1,158.00
8	2575.605	SEEDING, MNDOT MIX NO. 350	ACRE	3		\$ 800.00	\$ 2,400.00	\$ -

Schedule 5 Subtotal: \$ 25,900.50 \$ 13,699.70

Schedule: 6  
 Description: Bid Alternate 6 - 66th Street Project Fill Site

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2101.501	CLEARING	ACRE	1.25	1.25	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00
2	2101.506	GRUBBING	ACRE	1.25	1.25	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00
3	2105.535	SALVAGED TOPSOIL (LV) (P)	CU YD	2750	2,750.00	\$ 2.14	\$ 5,885.00	\$ 5,885.00
4	2573.502	SILT FENCE, TYPE MACHINE SLICED	LIN FT	200		\$ 1.90	\$ 380.00	\$ -
5	2573.601	TEMPORARY SEDIMENTATION BASIN	LUMP SUM	1.00	1.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00
6	2575.511	MULCH MATERIAL TYPE 1	TON	1.25	1.25	\$ 306.00	\$ 382.50	\$ 382.50
7	2575.523	EROSION CONTROL BLANKET CATEGORY 3	SQ YD	325		\$ 1.55	\$ 503.75	\$ -
8	2575.605	SEEDING, MNDOT MIX NO. 250	ACRE	1.25	1.25	\$ 581.00	\$ 726.25	\$ 726.25

Schedule 6 Subtotal: \$ 15,077.50 \$ 14,193.75

**COST SUMMARY**

Contract: CP 2011-09D  
 Owner: City of Inver Grove Heights  
 Project: South Grove Street Reconstruction Area 6

Schedule	Description	Total Estimated Cost	Total Contract Cost To-Date
A	Street Improvements	\$ 1,733,722.05	\$ 1,445,478.05
B	Storm Sewer Improvements	\$ 300,831.75	\$ 289,086.60
C	Sanitary Sewer Improvements	\$ 108,917.50	\$ 89,658.50
D	Watermain Improvements	\$ 292,300.50	\$ 214,921.18
E	Allowances	\$ 41,000.00	\$ 15,300.00
<b>Total Base Cost.</b>		<b>\$ 2,476,771.80</b>	<b>\$ 2,054,444.33</b>

1	Bid Alternate 1 - Craig Court Full Reconstruction	\$ 119,230.50	\$ 101,818.87
4	Bid Alternate 4 - Skyview Park	\$ 24,006.50	\$ 23,129.80
5	Bid Alternate 5 - McPhillips	\$ 25,900.50	\$ 13,699.70
6	Bid Alternate 6 - 66th Street Project Fill Site	\$ 15,077.50	\$ 14,193.75
<b>Total Bid Alternates</b>		<b>\$ 184,215.00</b>	<b>\$ 152,842.12</b>

Change Order No. 1	\$ 9,133.53	\$ 9,133.53
Change Order No. 2	\$ 8,409.00	\$ 8,409.00
Change Order No. 3	\$ (37,026.00)	\$ 20,870.94

<b>Total Contract Amount</b>	<b>\$ 2,662,432.17</b>	
Contract Work Completed To Date		\$ 2,245,699.92
Retainage (3.0%)		\$ 67,371.00
Previous Payments		\$ 2,176,175.52
<b>Amount Due This Partial Payment #7</b>		<b>\$ 2,153.40</b>

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Consider Pay Voucher No. 8 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation  
TRICOM Communications

Meeting Date: February 13, 2012  
Item Type: Consent  
Contact: Jenelle Teppen, Asst City Admin  
Prepared by: *SB*  
Reviewed by:

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

**PURPOSE/ACTION REQUESTED** Consider Pay Voucher No. 8 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation – TRICOM Communications.

**SUMMARY** This contract was awarded in an amount of \$113,986.00 to TRICOM Communications on January 11, 2010 for the project identified above. The contract amount was amended with the approval of change orders totaling \$30,478.13 for a new contract amount total of \$144,410.13.

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

Staff recommends approval of Pay Voucher No. 8 in the amount of \$2,266.53 to TRICOM Communications for work on City Project No. 2008-18 – Public Safety Addition/City Hall Renovation.

Attachment: Pay Voucher No. 8

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

ESTIMATE NO: 8 (eight)  
DATE: February 13, 2012  
PERIOD ENDING: October 21, 2011  
CONTRACT: Public Safety Addition City Hall Renovation  
PROJECT NO: 2008-18 – Public Safety Addition/City Hall Renovation

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

Original Contract Amount .....	\$113,986.00
Total Addition .....	\$30,478.13
Total Deduction .....	\$0.00
Total Contract Amount .....	\$144,410.13
Total Value of Work to Date .....	\$144,410.13
Less Retained (5%) .....	\$7,220.50
Less Previous Payment .....	\$134,923.10
Total Approved for Payment this Voucher .....	\$2,266.53 <i>SB</i>
Total Payments including this Voucher .....	\$137,189.63

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 October 21, 2011.

Signed by: \_\_\_\_\_ February 13, 2012  
Jenelle Teppen, Assistant City Administrator

Signed by: \_\_\_\_\_  
TRICOM Communications Date

Signed by: \_\_\_\_\_ February 13, 2012  
George Tourville, Mayor



Application and Certificate for Payment Construction Manager-Adviser Edition

TO OWNER: BKV Group Inc. PROJECT: Tech. Bid Pkg 27A Cabling Infrastructure Distribution to: OWNER

222 N. Second St. Minneapolis, MN 55401 Public Safety/City Hall Remodel PERIOD TO: 10/21/2011 CONSTRUCTION MANAGER

FROM CONTRACTOR: TRICOM Communications VIA CONSTRUCTION MANAGER: ARCHITECT

1301 Corporate Center Dr., Ste. 160 Eagan, MN 55121 VIA ARCHITECT: CONTRACTOR

CONTRACT FOR: CONTRACT DATE: 2/8/2010 PROJECT NOS: 1643.01 CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$113,986.00

2. Net change by Change Orders \$30,424.13

3. CONTRACT SUM TO DATE (Line 1 ± 2) \$144,410.13

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$144,410.13

5. RETAINAGE: a. 2 % of Completed Work \$2,467.47

b. 5 % of Stored Material \$1,753.03

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 7,220.50

6. TOTAL EARNED LESS RETAINAGE \$ 137,189.63

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 134,923.10

8. CURRENT PAYMENT DUE \$ 2,266.53

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 2,220.50

Table with columns: CHANGE ORDER SUMMARY, ADDITIONS, DEDUCTIONS. Rows include Total changes approved in previous months by Owner, Total approved this Month, and NET CHANGES by Change Order.

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

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: Marie Lunn Date: 10/21/11

By: State of Minnesota

County of: Dakota

Subscribed and sworn to before me this 21st day of October, 2011

Notary Public: Patricia E. Honan My Commission Expires: 1/31/13

My Commission expires: 1/31/13

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

AMOUNT CERTIFIED \$ 2,266.53

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

CONSTRUCTION MANAGER: ARCHITECT: DATE: 1/17/12

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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Resolution Accepting Amendment No. 2 to Proposal for Geotechnical Testing Services from American Engineering Testing (AET) for the 2012 Pavement Management Program, City Project No. 2012-09D Urban Street Reconstruction – 65th Street Area (Babcock Trail to Cahill Avenue)**

Meeting Date: February 13, 2012  
 Item Type: Consent  
 Contact: Thomas J. Kaldunski, 651.450.2572  
 Prepared by: Steve W. Dodge, Assist. City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director

*DK*  
*SAT*

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

**PURPOSE/ACTION REQUESTED**

Consider resolution accepting Amendment No.2 to the proposal for geotechnical testing services from AET for City Project No. 2012-09D Urban Street Reconstruction – 65<sup>th</sup> Street Area

**SUMMARY**

The original proposal for geotechnical services was approved by Council at the April 11, 2011 regular meeting. Additional borings were authorized in Amendment No. 1 to begin a Phase II Environmental Site Assessment and associated soils testing along 65<sup>th</sup> Street within the MPCA regulated dump site in the vicinity of Buckley and 65<sup>th</sup> Street (AKA the Rubbish Ranch). In addition, during the January 23<sup>rd</sup> improvement hearing for the project, Council directed staff to further investigate Bixby Avenue and 67<sup>th</sup> Court pavement conditions.

The borings for the Phase II Environmental Site Assessment found low levels of diesel residual organics (DRO's) and polycyclic aromatic hydrocarbons (PAH's) contaminants along 65<sup>th</sup> Street and Buckley Way, and low level lead contaminated soil on Buckley Way. The materials will be encountered during the street excavation and utility installation. City Staff held a meeting with Dakota County Environmental Management staff to determine the response action plan (RAP) to be implemented for the project. The area being reviewed for a DRO contaminated soil disposal site is the City property on the north side of 65<sup>th</sup> Street (across from North Valley Park) just west of Buckley Way. The DRO levels are low enough to consider this site for disposal of the approximately 4600 cubic yards of material which will be capped with clean fill. In addition, Approximately 25 cubic yards of low level lead contaminated soil will need to be disposed of at an offsite landfill. AET has provided a proposal in the amount of \$15,334 to prepare the RAP and coordinate permitting with government agencies. The RAP will be prepared for review and approval to the MPCA Petroleum Brownfields and Voluntary Investigation and Cleanup programs.

AET has also provided a proposal for completing the street pavement cores and borings needed to analyze 67<sup>th</sup> Court and Bixby Avenue in the amount of \$4,400 for a total amendment No. 2 proposal of \$19,734.

City staff reviewed the proposal and has determined that the work scope, and associated fee for the proposed services is justified. AET is in the City's Technical Consultant Services Pool and they have been providing the geotechnical services for this project.

The Engineering Division recommends adoption of the resolution accepting the Amendment No. 2 to the proposal for Geotechnical Services from AET in an additional amount of \$19,734 for a total contract amount of \$40,950 for geotechnical testing services for the 2012 Pavement Management Program, City Project No. 2012-09D Urban Street Reconstruction – 65<sup>th</sup> Street Area.

Attachments: Resolution  
 Proposals  
 Map

SWD

**CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY**

**RESOLUTION ACCEPTING AMENDMENT NO. 2 FOR GEOTECHNICAL TESTING SERVICES  
FROM AMERICAN ENGINEERING TESTING (AET) FOR CITY PROJECT NO. 2012-09D – 65TH  
STREET AREA (BABCOCK TRAIL TO CAHILL AVENUE)**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the City Council approved a proposal on April 11, 2011 from AET for geotechnical testing services in an amount of \$7,500; and

**WHEREAS**, the City Council approved amendment no. 1 to the proposal on December 12, 2011 in an amount of \$13,716 for a total contract amount of \$21,216; and

**WHEREAS**, after the original borings and pavement cores were completed, it was determined that additional testing was required on 67<sup>th</sup> Court and Bixby Avenue to confirm whether a street improvement is needed; and

**WHEREAS**, additional soils testing has been completed as part of a Phase II Environmental Site Assessment along 65th Street within the MPCA-regulated dump site in the vicinity of Buckley and 65th Street and such testing has concluded there are contaminants that will require a Response Action Plan (RAP)

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

1. Amendment No. 2 for Geotechnical Testing Services from AET is accepted and staff is authorized to enter into a contract for an additional amount of \$19,734 for City Project No. 2012-09D – 65th Street Area (Babcock Trail to Cahill Avenue).
2. The work shall be funded from the Pavement Management Fund.

Adopted by the City Council of Inver Grove Heights, Minnesota this 13th day of February, 2012

AYES:

NAYS:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Rheame, Deputy Clerk

American Engineering Testing, Inc.  
 550 Cleveland Avenue North  
 St. Paul, MN 55114  
 (651) 659-9001

**PROJECT:**

2012-09D Urban Street Reconstruction Project  
 65th Street East Area & Cahill Court  
 Street Improvements  
 Inver Grove Heights, MN

**CLIENT:**

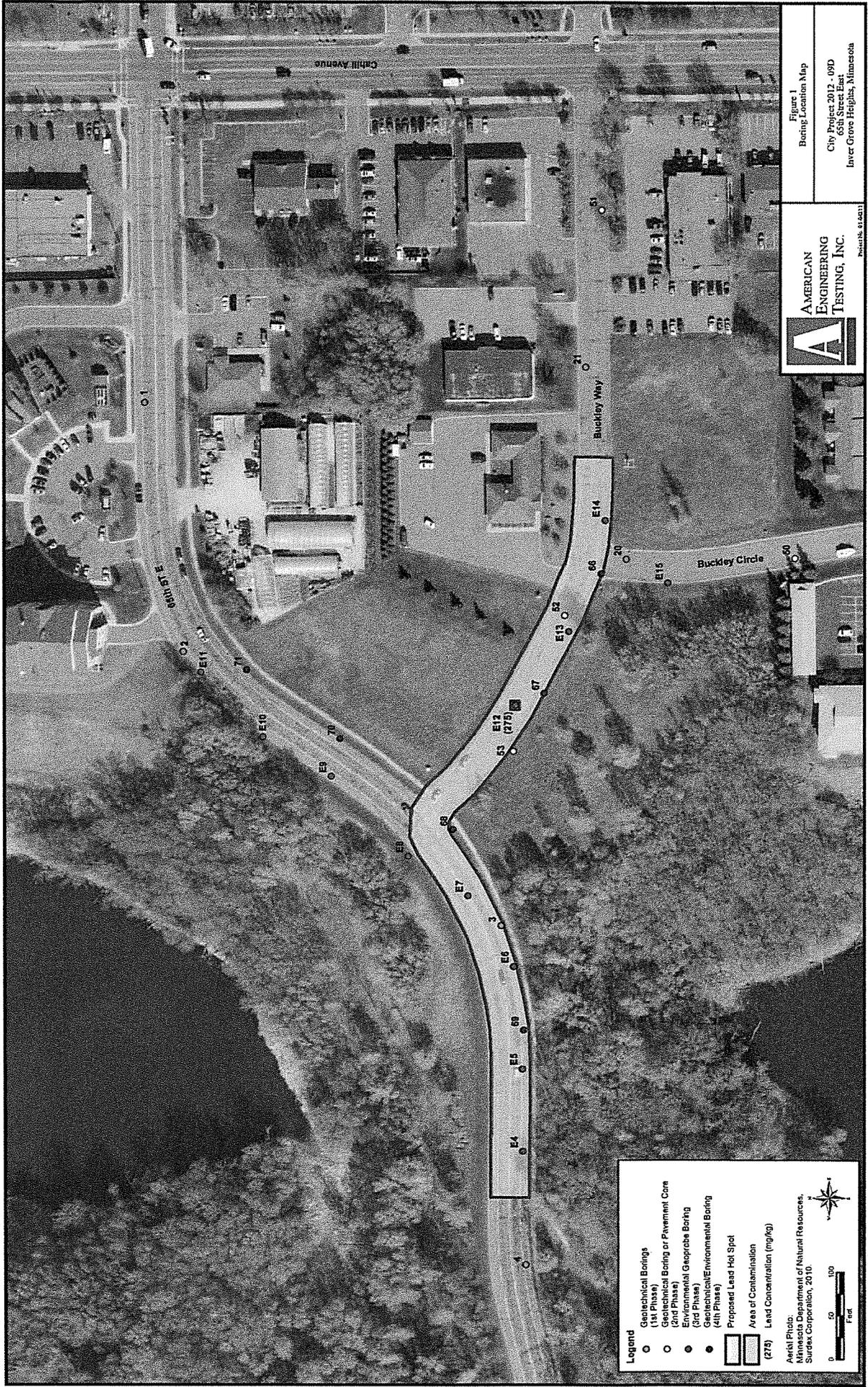
City of Inver Grove Heights  
 8150 Barbara Avenue  
 Inver Grove Heights, MN 55077-3410  
 Attn: Steve Dodge

**2012 FEES FOR GEOTECHNICAL & ENVIRONMENTAL SERVICES**

Description	Unit(s)	Rate	Extension
<b>Rubbish Ranch Additional Depth Geotech/Environmental Soil Borings</b>			
Update Utility Ticket	1 update	\$100.00	\$100.00
10-foot deep continuous sampled borings w/ PID Screening	6 borings	\$250.00	\$1,500.00
Sample Logs and Update Report	1 report	\$500.00	\$500.00
	<b>Subtotal =</b>	<b>\$2,100.00</b>	
<b>Bixby and 67th</b>			
Engineer Site Visit - Observe street condition & Mark Locations	1 trip	\$250.00	\$250.00
Utility Clearance & Meet	1 trip	\$250.00	\$250.00
Remobilization of Crews to Site	2 trips	\$250.00	\$500.00
Pavement Cores	4 cores	\$100.00	\$400.00
6-foot Borings	4 borings	\$100.00	\$400.00
Sample Logs and Update Report	1 report	\$500.00	\$500.00
	<b>Subtotal =</b>	<b>\$2,300.00</b>	
		<b>ESTIMATED TOTAL = \$4,400.00</b>	

**BUDGET DETAILS ESTIMATE (2/6/12)**  
**IGH STREET RECONSTRUCTION - 65TH STREET EAST, ST. PAUL, MN**  
**AMERICAN ENGINEERING TESTING, INC. (AET Project #03-04211.02)**

ITEM	NO.	UNIT	RATE	TOTAL
<b>TASK 1 - ADDITIONAL PHASE II ESA</b>				
<b>Labor Costs</b>				
SR ENV TECHNICIAN (Sample Mgmt. and Delivery)	12	hr	\$ 93.00	\$ 1,116.00
ENV ENGINEER II (Report Preparation and Oversight)	6	hr	\$ 125.00	\$ 750.00
PRINCIPAL GEOLOGIST (Review)	1	hr	\$ 168.00	\$ 168.00
WORD PROCESSOR (Report Assistance)	2	hr	\$ 60.00	\$ 120.00
<b>Subtotal Labor Costs - Task 1</b>				<b>\$ 2,154.00</b>
<b>Direct Costs</b>				
DRO PLUS SILICA-GEL TREATMENT - SOIL (Std. 10-day TAT)	5	sam.	\$ 51.75	\$ 258.75
PAH - SOIL (Std. 10-day TAT)	5	sam.	\$ 80.50	\$ 402.50
8 RCRA METALS - SOIL (Std. 10-day TAT)	5	sam.	\$ 74.75	\$ 373.75
TCLP 8 RCRA METALS - SOIL (Std. 10-day TAT)	1	sam.	\$ 126.50	\$ 126.50
AUTO MILEAGE	30	mi.	\$ 0.95	\$ 28.50
<b>Subtotal Direct Costs - Task 1</b>				<b>\$ 1,190.00</b>
<b>SUBTOTAL TASK 1</b>				<b>\$ 3,344.00</b>
<b>TASK 2 - DAKOTA CO. COORDINATION</b>				
<b>Labor Costs</b>				
ENV ENGINEER II (Correspondence/Meetings)	5	hr	\$ 125.00	\$ 625.00
PRINCIPAL GEOLOGIST (Correspondence/Meetings)	10	hr	\$ 168.00	\$ 1,680.00
<b>Subtotal Labor Costs - Task 3</b>				<b>\$ 2,305.00</b>
<b>SUBTOTAL TASK 3</b>				<b>\$ 2,305.00</b>
<b>TASK 3 - MPCA BROWNFIELDS APPLICATION/RAP PREPARATION</b>				
<b>Labor Costs</b>				
ENV ENGINEER II (Application/Report Preparation and Oversight)	45	hr	\$ 125.00	\$ 5,625.00
PRINCIPAL GEOLOGIST (Review)	2	hr	\$ 168.00	\$ 336.00
WORD PROCESSOR (Report Assistance)	2	hr	\$ 60.00	\$ 120.00
<b>Subtotal Labor Costs - Task 2</b>				<b>\$ 6,081.00</b>
<b>Direct Costs</b>				
DRAFTSPERSON (Subcontractor - Pointmap)	6	hr	\$ 70.00	\$ 420.00
<b>Subtotal Direct Costs - Task 2</b>				<b>\$ 420.00</b>
<b>SUBTOTAL TASK 2</b>				<b>\$ 6,501.00</b>
<b>TASK 4 - ADDITIONAL CONSULTATION &amp; MANAGEMENT</b>				
<b>Labor Costs - Meetings/Conference Calls</b>				
ENV ENGINEER II	6	hr	\$ 125.00	\$ 750.00
PRINCIPAL GEOLOGIST	6	hr	\$ 168.00	\$ 1,008.00
<b>Subtotal Labor Costs - Task 4</b>				<b>\$ 1,758.00</b>
<b>Labor Costs - Technical Bid Specifications</b>				
ENV ENGINEER II	8	hr	\$ 125.00	\$ 1,000.00
PRINCIPAL GEOLOGIST	2	hr	\$ 168.00	\$ 336.00
<b>Subtotal Labor Costs - Task 4</b>				<b>\$ 1,336.00</b>
<b>Direct Costs</b>				
AUTO MILEAGE (Meetings in Twin Cities area)	120	mi	\$ 0.75	\$ 90.00
<b>Subtotal Direct Costs - Task 4</b>				<b>\$ 90.00</b>
<b>SUBTOTAL TASK 4</b>				<b>\$ 3,184.00</b>
<b>TOTAL ESTIMATED PROJECT COSTS</b>				<b>\$ 15,334.00</b>



**Legend**

- Geotechnical Borings (1st Phase)
- Geotechnical Boring or Pavement Core (2nd Phase)
- Environmental Geoprobe Boring (3rd Phase)
- Geotechnical/Environmental Boring (4th Phase)
- ▭ Proposed Lead Hot Spot
- ▭ Area of Contamination
- (275) Lead Concentration (mg/kg)

Aerial Photo: Minnesota Department of Natural Resources, Surek Corporation, 2010.

0 50 100 Feet

North

**A**

**AMERICAN ENGINEERING TESTING, INC.**

PROJECT NO. 01-0011

Figure 1  
Boring Location Map

City Project 2013 - 09D  
65th Street East  
Laver Grove Heights, Minnesota



AMERICAN  
ENGINEERING  
TESTING, INC.

CONSULTANTS  
• ENVIRONMENTAL  
• GEOTECHNICAL  
• MATERIALS  
• FORENSICS

February 8, 2012

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

Attn: Mr. Steve Dodge

RE: Proposal for Additional Environmental Consulting Services - RAP Preparation  
City Project No. 2012-09D  
Urban Street Reconstruction Project  
65<sup>th</sup> Street East Area  
Inver Grove Heights, Minnesota  
AET Project #03-04211.02

Dear Mr. Dodge:

American Engineering Testing, Inc. (AET) is pleased to offer additional environmental consulting services to the City of Inver Grove Heights (the City) for the project referenced above. 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**

AET's previous environmental site assessment activities identified contamination in shallow soils along the project corridor. We understand the City would like to reuse excavated soils from the project on city property along the 65th Street East right of way. AET will assist the City to enroll the project into the Brownfields Program of the Minnesota Pollution Control Agency (MPCA). For proper site preparations and materials management, the Brownfields Program will require a Response Action Plan (RAP). In addition, approval from Dakota County Environmental Management will be required.

### **Purpose**

The purpose of AET's proposed services is to prepare a RAP and coordinate with the MPCA and Dakota County to attain technical approval and appropriate assurances.

### **Scope of Services**

AET proposes to perform the following scope of services:

#### **Task 1 – Additional Phase II Environmental Site Assessment**

- AET environmental personnel will collect and screen soil samples recovered from 6 geotechnical borings to a depth of 10 feet with a photoionization detector (PID) equipped with a 10.6 eV lamp for the presence of organic vapors. Also, obvious odors and visual



evidence of contamination will be noted. Boring locations (66-71) are shown on Figure 1.

- Soil samples will be collected from the borings and submitted to a subcontract laboratory for chemical analysis. Sample selection will be based on PID screening results, visual/odor evidence, and our understanding of subsurface conditions.
- AET assumes that five soil samples will be analyzed by our subcontract laboratory for the following parameters:
  - Diesel range organics (DRO) by WIDRO method
  - Polynuclear aromatic hydrocarbons (PAHs) by EPA8270
  - 8 RCRA-list metals by EPA6010B and 7471A
- Upon completion of the field activities and receipt of analytical results, AET will summarize the results in a letter report. The report will include boring logs, methodologies used, maps, and the results of the analytical testing compared to standards established by the Minnesota Pollution Control Agency (MPCA).

#### **Task 2 – Dakota County Coordination**

- Correspond with Dakota County to coordinate project activities to achieve the scope described herein.
- Attend 1 meeting and correspond with relevant parties to facilitate the scope items described above.

#### **Task 3 – MPCA Brownfields Application and RAP Preparation**

- Prepare and submit enrollment application to the MPCA Brownfields program.
- Prepare a RAP report according to MPCA guidelines. The RAP will address management of contaminated materials and confirmation of final conditions after the site cleanup.
- Correspond with the MPCA Voluntary Investigation and Cleanup (VIC) Program and Petroleum Brownfields Program (PBP) to confirm enrollment of the project into the programs and to foster approval of the RAP.
- After MPCA review of the RAP, incorporate revisions or an addendum as necessary to meet MPCA expectations.

#### **Task 4 – Additional Consultation and Management**

- Assist with scope, stage, and budget planning for the site cleanup to meet RAP criteria and encourage efficient operations during the site cleanup.
- Assist the City with technical bid specifications for the environmental cleanup at the site.
- Attend 2 meetings and correspond with relevant parties to facilitate the scope items described above.

### Performance Schedule

AET has begun elements of this scope based on prior correspondences. We are available to prepare the RAP report immediately upon the City's formal acceptance. Considering our current schedule, we anticipate completing the RAP report within three weeks of approval.

Any delays in receipt of vital information from others could push the completion date back further. We expect the MPCA will need upwards of 30 days to review the RAP, after which AET will respond to MPCA remarks in a timely manner.

Please let us know if this schedule does not meet your timetable, so we can discuss it.

### Conditions

AET's services will be performed per the existing Service Agreement between AET and the City. A copy is attached for reference.

### Fees

AET's fees for services will be charged on a time-and-materials basis. The fee schedule is attached. **We estimate total fees of \$15,335.00.**

The estimated fees are based on the assumptions detailed elsewhere in this proposal. If conditions vary from assumptions or the scope needs to be amended, AET will discuss the budgetary effects with the City.

### Acceptance

AET has begun elements of this scope based on prior correspondences. Please indicate your acceptance and authorization for AET to proceed with the services as outlined in this proposal by signing, dating, and returning one copy of this proposal to us. American Engineering Testing, Inc. appreciates the opportunity to provide this proposal, and we look forward to working with you on this project. If you have any questions or need additional information, please contact us.

Sincerely,  
American Engineering Testing, Inc.



Tracey C. Lee  
Environmental Engineer II  
Phone: (651) 789-4648  
Email: [tlee@amengtest.com](mailto:tlee@amengtest.com)



Kathryn J. Kleiter, P.G.  
Principal Hydrogeologist  
Manager, St. Paul Environmental Dept.  
Phone: (651) 659-1319  
Email: [kkleiter@amengtest.com](mailto:kkleiter@amengtest.com)

City of Inver Grove Heights  
AET Proposal No. 03-04211.02  
February 8, 2012  
Page 4 of 4

<b>PROPOSAL ACCEPTANCE</b>	
Signature _____	Date _____
Typed/Printed Name _____	
Company _____	

Attached:     Figure 1  
                  Service Agreement  
                  Fee Schedule

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Approve Resolution Authorizing City to Enter into an Agreement with the Union Pacific Railroad for Improvements to the Existing Public Road and Regional Trail At-Grade Crossing for 66<sup>th</sup> Street East**

Meeting Date: February 13, 2012  
 Item Type: Consent *TSK*  
 Contact: Tom Kaldunski: 651-450-2572  
 Prepared by: Tom Kaldunski, City Engineer  
 Reviewed by: Scott Thureen, Public Works Director *ST*

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

The City Council will consider approving a resolution to enter into an agreement with the Union Pacific Railroad for the construction of improvements to the existing at-grade crossing of the railroad at 66<sup>th</sup> Street East and the proposed regional trail to the Swing Bridge Pier.

**SUMMARY**

The City has proceeded with the renovation of the Swing Bridge Pier and the execution of a contract with SEH, Inc. to provide engineering services for the 66<sup>th</sup> Street Improvement Project (CPN 2011-08) from Concord Boulevard to the Swing Bridge Pier. This project will construct improvements for the southern portion of the Heritage Village Park including improving the pavement surfaces, adding some curb and gutter, storm drainage facilities, a new trail on the north side of 66<sup>th</sup> Street, a public parking lot and various trails on City-owned right-of-way in the area. The Parks and Recreation Department has applied for various grants to fund the park improvements. The project is on schedule for completion by June 30, 2012.

Discussions with the Union Pacific Railroad indicate that improvements will be needed at the proposed trail and at-grade railroad crossing on 66<sup>th</sup> Street East. All work on the railroad right-of-way is under the jurisdiction of the Union Pacific Railroad. The railroad will be responsible for the design and construction of the crossing as outlined in the attached Agreement for Improvements to the Existing Public Road At-Grade Crossing for 66<sup>th</sup> Street East.

This document will implement the railroad's construction phase for the crossing improvements. The railroad has estimated these costs at \$110,534. The City will be required to fund an estimated \$55,267. This is one-half of the estimated improvement cost on the railroad right-of-way. The feasibility study had estimated City costs of \$108,000. The railroad has made a fair offer to share the costs with the City and the railroad funds will reduce the overall City project costs. In addition, the Union Pacific Railroad has drafted a Contractor Right-of-Entry Agreement. The City's contractor will be responsible for all costs associated with the Right-of-Entry Agreement.

It is recommended that the City Council approve the resolution to execute this agreement for the construction of improvements to the existing at grade crossing of 66<sup>th</sup> Street East and authorize payment to the Union Pacific Railroad for these services. The City Council should recognize that the contractor selected through the City's public bidding process on Project 2011-08 will be responsible for all terms outlined in the Right-of-Entry Agreement. Funding for this expense will be provided by the Project Funds and County Turnback Fund. It is important to move this agreement forward at this time to allow the Union Pacific Railroad time to make their improvements by the required June 30, 2012 completion date.

TJK/kf

Attachments: Resolution  
Agreement for Improvements

**CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY**

**RESOLUTION AUTHORIZING CITY TO ENTER INTO AN AGREEMENT WITH THE UNION  
PACIFIC RAILROAD FOR IMPROVEMENTS TO THE EXISTING PUBLIC ROAD AND TRAIL  
AT-GRADE RAILROAD CROSSING AT 66<sup>TH</sup> STREET EAST (CITY PROJECT NO. 2011-08)**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the City of Inver Grove Heights will be improving 66<sup>th</sup> Street East from Concord Boulevard to Donnelly Avenue as City Project No. 2011-08 in 2012; and

**WHEREAS**, improvements will be needed on the railroad right-of-way at the proposed trail crossing on 66<sup>th</sup> Street East as part of City Project No. 2011-08; and

**WHEREAS**, all work on the railroad right-of-way is under the jurisdiction of the railroad; and

**WHEREAS**, the Union Pacific Railroad has estimated the City costs for improvements to the existing public road and trail at-grade crossing at 66<sup>th</sup> Street East to be \$55,267.00; and

**WHEREAS**, the Union Pacific Railroad has estimated its cost for improving the existing public road and regional trail at-grade crossing at 66<sup>th</sup> Street East to be \$55,267.00; and

**WHEREAS**, the City's selected contractor will be responsible for all conditions and costs associated with the Union Pacific Railroad Right-of-Entry Agreement.

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

1. The City of Inver Grove Heights shall enter into an agreement with the Union Pacific Railroad for improvements to the existing public road and trail at-grade crossing of 66<sup>th</sup> Street East for the estimated amount of \$55,267.00. Funding will be provided by project funds and County Turnback Funds for City Project 2011-08.
2. The City of Inver Grove Heights agrees that its selected contractor shall be responsible for all conditions and costs outlined in the Union Pacific Railroad Right-of-Entry Agreement for City Project 2011-08.

Adopted by the City Council of Inver Grove Heights, Minnesota this 13<sup>th</sup> day of February 2012.

AYES:

NAYS:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Rheaume, Deputy Clerk



January 27, 2012

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

RE: Crossing Surface Replacement 66<sup>th</sup> Street DOT 184 902 M

Mr. Kaldunski:

Enclosed agreements for the installation of new crossing surfaces at the above referenced location. Please arrange for the city execution of the agreements and return to me for further handling. Any questions please contact me at your earliest convenience.

Regards,

A handwritten signature in blue ink that reads "Mike Blackley".

Mike Blackley  
Office 402-544-2029

IMPROVEMENTS TO EXISTING PUBLIC ROAD AT GRADE CROSSING  
FOR 66<sup>TH</sup> STREET EAST, DOT 184 902 M  
M.P. 344.51 ALBERT LEA SUBDIVISION  
INVER GROVE HEIGHTS, MINNESOTA

THIS AGREEMENT, executed in duplicate this \_\_\_ day of \_\_\_\_\_, 2012, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Railroad"), and CITY OF INVER GROVE HEIGHTS, a municipal corporation of the State of MINNESOTA ("Political Body").

RECITALS:

Political Body has requested Railroad to improve the existing 66<sup>TH</sup> Street East crossing, at grade, along, over and across Railroad's track and right of way at Railroad Mile Post 344.51, on Railroad's Albert Lea Subdivision, DOT No.184902M, in City of Inver Grove Heights, Dakota County, State of Minnesota (the "Crossing"), to which Railroad is agreeable, but solely upon terms and conditions hereinafter set forth.

The location of the Crossing is generally shown on the print marked Exhibit A, attached hereto and hereby made a part hereof.

AGREEMENT:

NOW THEREFORE, in consideration of the premises and of the promises and conditions hereinafter set forth, the parties hereto agree as follows:

1. Railroad shall furnish all labor, material, equipment and supervision for, and shall (a) remove the existing concrete crossings, (b) install 2-56 ft. precast concrete crossings, (c) field weld rail, (d) relay track at the Crossing with 115 pound rail, (e) renew the crossties, and (f) surface the track with new ballast.

2. Political Body agrees to reimburse the Railroad for Political Body's portion of Railroad's actual labor and material costs associated with the work and materials described in Section 1 above. Railroad estimates such cost to be Fifty Five Thousand and Two Hundred Sixty Seven Dollars (\$55,267.00), as set forth in Estimate of Material and Force Account dated January 4, 2012 marked Exhibit B, hereto attached and hereby made a part hereof. During the performance of such work Railroad will provide progressive billing to Political Body based on Railroad's actual costs. Actual costs to Railroad shall include customary additives (which includes its overhead and indirect construction costs) to materials, services and labor provided by Railroad. Within One Hundred Twenty (120) days after Railroad has completed its work, Railroad will submit a final billing to Political Body for any balance owed. Political Body shall pay Railroad within thirty (30) days of its receipt of progressive and final bills submitted by Railroad.

3. Railroad, at its cost, shall maintain the Crossing between the track tie ends and Political Body, at its cost, shall maintain all other portions of the Crossing. If, in the future, Political Body elects to have the surfacing material between the track tie ends replaced with paving or some surfacing material other than concrete planking, Railroad, at the Political Body's expense, shall install such replacement surfacing.

4. Political Body, at its cost, shall provide all labor, material and equipment associated with traffic control, barricades, detour signing, advanced warning signs and pavement markings. Political Body, at its cost, shall provide all labor, material and equipment associated with installation of asphalt approaches on the roadway up to the edge of the concrete crossing pads. All such work shall be in compliance with the current Manual on Uniform Traffic Control Devices.

5. If Political Body's contractor(s) is/are performing any work described in Section 4 above, then Political Body shall require its contractor(s) to execute Railroad's standard and current form of Contractor's Right of Entry Agreement. Political Body acknowledges receipt of a copy of the Contractor's Right of Entry Agreement and understanding of its terms, provisions, and requirements, and will inform its contractor(s) of the need to execute the Agreement and to obtain and provide to Railroad the insurance policies, binders, certificates and endorsements that are required in the Contractor's Right of Entry Agreement. Under no circumstances will the Political Body's contractor(s) be allowed onto the Railroad's premises without first executing the Contractor's Right of Entry Agreement and providing the aforesaid insurance documents.

6. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body or its contractor(s) shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m., Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour number, 7 day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's premises to be used by Political Body or its contractor(s). If it is, Political Body or its contractor(s) will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on Railroad's premises.

7. Political Body, for itself and for its successors and assigns, hereby waives any right of assessment against Railroad, as an adjacent property owner, for any and all improvements made under this Agreement.

8. Covenants herein shall inure to or bind each party's successors and assigns; provided, no right of Political Body shall be transferred or assigned, either voluntarily or involuntarily, except by express written agreement acceptable to Railroad.

9. Political Body hereby confirms that funds have been appropriated for the work set forth in this Agreement.

10. The person signing this Agreement on behalf of Political Body hereby confirms that he/she is authorized under Political Body policies and procedures to execute this Agreement and to bind Political Body to the obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By \_\_\_\_\_  
Title: \_\_\_\_\_

CITY OF INVER GROVE HEIGHTS

By \_\_\_\_\_  
Title: Mayor

# LOCATION OF PUBLIC AT-GRADE ROAD CROSSING AGREEMENT



66 th Street  
MP 344.51 Albert Lea Sub Subdivision  
Inver Grove Heights, MN DOT# 184 902 M

**RAILROAD WORK TO BE PERFORMED:**

1. Install 56' concrete crossing surface on track #1
2. Install 56' concrete crossing surface on track #2
3. New rail, ties, ballast for both tracks.

**EXHIBIT "A"**  
**UNION PACIFIC RAILROAD COMPANY**

ALERT LEA SUBDIVISION  
66<sup>th</sup> STREET  
MILE POST 344.51  
INVER GROVE HEIGHTS,  
MINNESOTA

Illustrative print showing location of public road crossing  
project within INVER GROVE HEIGHTS, MN

JANUARY 5, 2012

WARNING

IN ALL OCCASIONS, U.P. COMMUNICATION DEPARTMENT MUST BE CONTACTED IN  
ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC

DATE: 2012-01-04

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK  
 BY THE  
 UNION PACIFIC RAILROAD

THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS :2012-07-04

DESCRIPTION OF WORK:

2012 RECOLLECTABLE ROAD CROSSING PROJECT  
 ALBERT LEA SUB/ M.P. 344.51/ DOT# 184902M  
 INSTALL 56 T.F. OF CONCRETE CROSSING SURFACE WITH RAIL, TIES AND OTM  
 ON TWO TRACKS.  
 UNLOAD BALLAST / SURFACE TRACK

PID: 76239 AWO: 12152 MP,SUBDIV: 344.51, ALBERTLEA  
 SERVICE UNIT: 01 CITY: Q JCT STATE: MN

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
ENGINEERING WORK							
ENGINEERING			1000		500	500	1000
LABOR ADDITIVE 205%			2050		1025	1025	2050
TOTAL ENGINEERING			3050		1525	1525	3050
SIGNAL WORK							
SALES TAX				3	1	2	3
SIGNAL			228	77	152	153	305
TOTAL SIGNAL			228	80	153	155	308
TRACK & SURFACE WORK							
BALAST	2.00	CL	2810	1652	2230	2232	4462
ENVIRONMENTAL - PERMITS				10	5	5	10
EQUIPMENT RENTAL W/OPER				4000	2000	2000	4000
LABOR ADDITIVE 168%			26503		13263	13241	26503
MATL STORE EXPENSE				516	256	260	516
OTM			482	3072	1776	1778	3554
RAIL	320.00	LF	653	6710	3680	3683	7363
RDXING	112.00	TF	2905	25344	14124	14125	28249
ROADWAY APPROACH WORK				5000	2500	2500	5000
SALES TAX				1922	958	964	1922
SAW CUT STREET APPROACH				1000	500	500	1000
SWTIE		EA	976		488	488	976
TRK-SURF,LIN			5428		2714	2714	5428
WELD			3424	552	1988	1988	3976
XTIE	100.00	EA	3400	10816	7107	7109	14216
TOTAL TRACK & SURFACE			46581	60594	53589	53587	107175
LABOR/MATERIAL EXPENSE			49859	60674			
RECOLLECTIBLE/UPRR EXPENSE					55267	55267	
ESTIMATED PROJECT COST							110534
EXISTING REUSEABLE MATERIAL CREDIT					0		
SALVAGE NONUSEABLE MATERIAL CREDIT					0		
RECOLLECTIBLE LESS CREDITS							

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, UPRR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.

EXHIBIT B



January 30, 2012

UPRR Folder No.:

**To the Contractor:**

Before Union Pacific Railroad Company can permit you to perform work on its property for the \_\_\_\_\_, it will be necessary for you to complete and execute two originals of the enclosed *Contractor's Right of Entry Agreement*. Please:

1. Fill in the complete legal name of the contractor in the space provided on Page 1 of the Contractor's Right of Entry Agreement. If a corporation, give the state of incorporation. If a partnership, give the names of all partners.
2. Fill in the date construction will begin and be completed in Article 5, Paragraph A.
3. Fill in the name of the contractor in the space provided in the signature block at the end of the Contractor's Right of Entry Agreement. If the contractor is a corporation, the person signing on its behalf must be an elected corporate officer.
4. Execute and return all copies of the Contractor's Right of Entry Agreement together with your Certificate of Insurance as required in Exhibit B, in the attached, self-addressed envelope.
5. Include a check made payable to the Union Pacific Railroad Company in the amount of **\$500.00** for a non-refundable application and processing fee. If you require formal billing, you may consider this letter as a formal bill. In compliance with the Internal Revenue Services' new policy regarding their Form 1099, I certify that 94-6001323 is the Railroad Company's correct Federal Taxpayer Identification Number and that Union Pacific Railroad Company is doing business as a corporation.

Under Exhibit B of the enclosed Contractor's Right of Entry Agreement, you are required to procure Railroad Protective Liability Insurance (RPLI) for the duration of this project. As a service to you, Union Pacific is making this coverage available to you. If you decide that acquiring this coverage from the Railroad is of benefit to you, please contact Mr. Bill Smith of Marsh USA @ 800-729-7001, e-mail: [william.j.smith@marsh.com](mailto:william.j.smith@marsh.com).

This agreement will not be accepted by the Railroad Company until you have returned all of the following to the undersigned at Union Pacific Railroad Company:

1. Executed, unaltered duplicate original counterparts of the Contractor's Right of Entry Agreement;
2. Your check in the amount of \$500.00 to pay a non-refundable application and processing fee. (The Folder Number and the name "Kathy Nesser" should be written on the check to insure proper credit). If you require formal billing, you may consider this letter as a formal bill;
3. Copies of all of your up-to-date General Liability, Auto Liability & Workman's Compensation Insurance Certificates (*yours and all contractors*'), naming Union Pacific Railroad Company as additional insured;
4. Copy of your up-to-date Railroad Protective Liability Insurance Certificate (*yours and all contractors*'), naming Union Pacific Railroad Company as additional insured.

**RETURN ALL OF THESE REQUIRED ITEMS TOGETHER IN ONE ENVELOPE.  
DO NOT MAIL ANY ITEM SEPARATELY.**

If you have any questions concerning this agreement, please contact me as noted below. Have a safe day!

Sincerely,

*Kathy Nesser*

KATHY NESSER  
Senior Manager Contracts  
Phone: (402) 544-8549  
e-mail: [klnesser@up.com](mailto:klnesser@up.com)



Folder No.:

UPRR Audit No.:

## CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and \_\_\_\_\_ ("Contractor").

### RECITALS:

Contractor has been hired by the \_\_\_\_\_ ("Agency") to perform work relating to \_\_\_\_\_ (the "work"), with all or a portion of such work to be performed on property of Railroad in the vicinity of the Railroad's Mile Post \_\_\_\_\_ on the Railroad's \_\_\_\_\_ Subdivision in or near \_\_\_\_\_, \_\_\_\_\_ County, \_\_\_\_\_, as such location is in the general location shown on the Railroad Location Print marked **Exhibit A**, and as specified on the Detailed Prints collectively marked **Exhibit A-1**, each attached hereto and hereby made a part hereof, which work is the subject of a \_\_\_\_\_ dated \_\_\_\_\_ between the Railroad and the Agency.

The Railroad is willing to permit the Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement.

### AGREEMENT:

**NOW, THEREFORE**, it is mutually agreed by and between Railroad and Contractor, as follows:

#### **ARTICLE 1 - DEFINITION OF CONTRACTOR.**

For purposes of this Agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

#### **ARTICLE 2 - RIGHT GRANTED; PURPOSE.**

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the work described in the Recitals above. The right herein granted to Contractor is



limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

**ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C & D.**

The General Terms and Conditions contained in **Exhibit B**, the Insurance Requirements contained in **Exhibit C**, and the Minimum Safety Requirements contained in **Exhibit D**, each attached hereto, are hereby made a part of this Agreement.

**ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.**

- A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.
- B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

- C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

**ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.**

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this Agreement and continue until this Agreement is terminated as provided in this Agreement or until the Contractor has completed all work on Railroad's property.

**ARTICLE 6 - TERM; TERMINATION.**

- A. The grant of right herein made to Contractor shall commence on the date of this Agreement,



and continue until \_\_\_\_\_, unless sooner terminated as herein  
(Expiration Date)

provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

- B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

**ARTICLE 7 - CERTIFICATE OF INSURANCE.**

- A. Before commencing any work, Contractor will provide Railroad with the (i) insurance binders, policies, certificates and endorsements set forth in **Exhibit C** of this Agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 12 of **Exhibit B** of this Agreement.
- B. All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

*Union Pacific Railroad Company  
Real Estate Department  
1400 Douglas Street, MS 1690  
Omaha, NE 68179-1690  
UPRR Folder No.: \_\_\_\_\_*

**ARTICLE 8 - DISMISSAL OF CONTRACTOR'S EMPLOYEE.**

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

**ARTICLE 9 - CROSSINGS.**

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

**ARTICLE 10 - EXPLOSIVES.**

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**  
*(Federal Tax ID #94-6001323)*

By: \_\_\_\_\_  
KATHY NESSER  
Senior Manager Contracts

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT A**

Exhibit A will be a print showing the general location of the work site.

## EXHIBIT B

### TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

#### GENERAL TERMS & CONDITIONS

#### **Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.**

A. Contractor agrees to notify the Railroad Representative at least thirty (30) working days in advance of Contractor commencing its work and at least thirty (30) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

#### **Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED**

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

**Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.**

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

**Section 4. LIENS.**

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

**Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

**Section 6. PERMITS - COMPLIANCE WITH LAWS.**

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

**Section 7. SAFETY.**

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

- B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.
- C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.
- D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

**Section 8. INDEMNITY.**

- A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees (individually an "Indemnified Party" or collectively "Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this Agreement by Contractor.
- B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.
- C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify the Indemnified Parties under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.
- D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against any Indemnified Party.
- E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

**Section 9. RESTORATION OF PROPERTY.**

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

**Section 10. WAIVER OF DEFAULT.**

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

**Section 11. MODIFICATION - ENTIRE AGREEMENT.**

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor

and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

**Section 12. ASSIGNMENT - SUBCONTRACTING.**

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage); (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

## EXHIBIT C

### TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

#### INSURANCE REQUIREMENTS

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

**A. COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

**B. BUSINESS AUTOMOBILE COVERAGE INSURANCE.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

**C. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE.** Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

**D. RAILROAD PROTECTIVE LIABILITY INSURANCE.** Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this Agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this Agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

**E. UMBRELLA OR EXCESS INSURANCE.** If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

**F. POLLUTION LIABILITY INSURANCE.** Pollution liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. In any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

### **OTHER REQUIREMENTS**

**G.** All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.

**H.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.

**I.** Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.

**J.** Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

**K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.

**L.** The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

## EXHIBIT D

### TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

#### MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

#### **I. CLOTHING**

A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

- (i) Waist-length shirts with sleeves.
- (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
- (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

#### **II. PERSONAL PROTECTIVE EQUIPMENT**

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
  - 100 feet of a locomotive or roadway/work equipment
  - 15 feet of power operated tools
  - 150 feet of jet blowers or pile drivers
  - 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

#### **III. ON TRACK SAFETY**

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized workwear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

#### **IV. EQUIPMENT**

A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:

- Familiar and comply with Railroad's rules on lockout/tagout of equipment.
- Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
- Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.

B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.

C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.

D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

#### **V. GENERAL SAFETY REQUIREMENTS**

A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.

B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.

C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.

D. All employees comply with the following safety procedures when working around any railroad track:

- (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
- (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
- (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
- (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
- (v) Before stepping over or crossing tracks, look in both directions first.
- (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.

E. All employees must comply with all federal and state regulations concerning workplace safety.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Approve Purchase of Eight-Inch Pressure Reducing Station from Northwestern Power Equipment Company**

Meeting Date: February 13, 2012  
 Item Type: Consent  
 Contact: Jim Sweeney: 651-450-2565  
 Prepared by: Scott D. Thureen, Public Works Director  
 Reviewed by: *SDT*

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

**PURPOSE/ACTION REQUESTED**

Approve purchase of eight-inch pressure reducing station from Northwestern Power Equipment Company.

**SUMMARY**

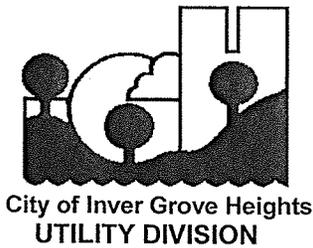
The pressure reducing valve (prv) would supply water from our Asher Zone to the South Grove Zone. The prv is proposed to be installed in conjunction with the street reconstruction project to save costs. . This item is included in the approved 2012 Water Fund budget (501.50.7100.512.40043). Two quotes were obtained:

Northwestern Power Equipment Company	\$48,922.03
Dakota Pump Incorporated	\$51,882.47

I recommend accepting the quote from Northwestern Power Equipment Company for \$48,922.03.

SDT/kf

Attachments: Memo from Jim Sweeney with quotes



## MEMORANDUM

TO : Scott Thureen  
FROM : Jim Sweeney  
SUBJECT : **65<sup>th</sup> Street Pressure Reducing Station**  
DATE : January 30, 2012

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Attached are two proposals for the purchase of an 8 inch pressure reducing valve station (prv), as well as a memo from August 4, 2011 that describes the need for this prv. This prv would supply water from our Asher Zone to the South Grove Zone in the water distribution system and would be installed this summer as part of the 65<sup>th</sup> Street reconstruction project.

Utilities Division recommends acceptance of the proposal from Northwestern Power Equipment Company in the amount of \$ 48,922.03 – including sales tax – and approval to order the 65<sup>th</sup> Street pressure reducing station. The funds for this purchase are budgeted in Water Fund account # 501-50-7100-512-40043.

Thank you, Jim

Company: City of Inver Grove Heights, MN  
 Contact: Jim Sweeney, 651.450.2565  
 Project: CORIX PRV Station  
 QUOTE: 12011DJ  
 January 10, 2012

NORTHWESTERN POWER EQUIPMENT CO.  
 2740 Patton Road, St. Paul, MN 55113  
 Darin Kluck  
 djkluck@nwpeco.com  
 651.628.0683

Item	Qty. Unit	Description	Unit Price [\$]	Value [\$]
1	1	<p><b>Cla-Val PRV Station Pre-Assembled Vault</b></p> <p>Includes:</p> <ul style="list-style-type: none"> <li>(1) 8" Cla-Val Model 90G-01BCPSVYKCKGKX Pressure Reducing Valve, ductile iron body, stainless steel trim interior, 150# FLGD, with isolation valves, opening and closing speed controls, pressure gauges on inlet and outlet, valve position indicator, "Y" strainer, epoxy coated inside and out, Delrin Sleeve stem, SS bolts, KX = SS tubing and fittings</li> <li>(2) 3" Cla-Val Model 90G-01ABCPSVKCKGKX Pressure Reducing Valve, ductile iron body, stainless steel trim, same as above</li> </ul> <p>Clow Resilient Seat Gate Valve, 150 # ANSI B16.42 Threaded, ASTM A 126 Cast Iron, Rubber O-Ring, Bronze stem, interior and exterior fusion epoxy, non-rising stem, LHO handwheel</p> <p>Clow resilient Seat Gate Valve, Same as above</p> <p>Vic Coupling, cast iron, EPDM gasket</p> <p>Vic Coupling, same as above</p> <p>Concrete Chamber 7' X 13' X 6.5' Interior Dimensions, cement to CAN/USA A5-93 Portland Cement, reinforced steel G-30.18-M92 Grade 400, minimum concrete strength 35 Mpa @ 28 days, exterior coated with CS-55 Black damproofing, interior painted white to improve lighting, 3 rolls of mastic sealant – 20 pounds, Top –</p>	SEE BELOW	SEE BELOW

Company: City of Inver Grove Heights, MN  
 Contact: Jim Sweeney, 651.450.2565  
 Project: CORIX PRV Station  
 QUOTE: 12011DJ  
 January 10, 2012

NORTHWESTERN POWER EQUIPMENT CO.  
 2740 Patton Road, St. Paul, MN 55113  
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 < 651.628.0683

		<p>25,000 lbs., Bottom – 22,000 lbs.</p> <p>Top &amp; Bottom connection grouted by contractor</p> <p>Aluminum Sump Grating</p> <p>Coring:</p> <p>12" for 8" Diameter Pipe</p> <p>Knock-Out for Sump Discharge</p> <p>Model: C23WT (Bolt Down), Dobney Manhole cover and frame (water tight), 30" ID, 44.5" OD, H-20 Direct Roadway loading, cast iron, PRV marking</p> <p>Adjustable Galvanized Pipe Supports – Standard, Model CRX-APS030 PST1, Hot-dipped galvanized steel, adjustable load, drilled and bolted to floor, 8" qty of 4, 3" qty of 4</p> <p>Safety Ladder, model ASPAL010CB, 10 ft, ceiling bracket, 5086 marine grade aluminium, locking and retractable safety post, cut to suit application height by contractor, secured on site by contractor</p> <p>EBAA Restraint Coupling (8"), ASTM A536 Ductile iron, interior and exterior fusion epoxy, EPDM gasket, max working pressure 250#, Min 2-1 Safety Rating, 104 lbs, ASTM B124 Brass plug, ASTM D2133 delrin leverage frame, lexide gaskets, secured on site by contractor</p> <p>Link Seal Assembly (8") – 11 links required, rubber and zinc plated bolts</p> <p><b>INCLUSIONS:</b></p> <p>-All pipe fabricated from Schedule 40 / STD Carbon Steel coated with AWWA C-210 liquid epoxy approved from NSF61 potable water.</p> <p>- Submittal, O&amp;M's, &amp; all other required</p>		
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Company: City of Inver Grove Heights, MN  
 Contact: Jim Sweeney, 651.450.2565  
 Project: CORIX PRV Station  
 QUOTE: 12011DJ  
 January 10, 2012

NORTHWESTERN POWER EQUIPMENT CO.  
 2740 Patton Road, St. Paul, MN 55113  
 Darin Kluck  
 djkluck@nwpeco.com  
 651.628.0683

			<p>documentation on CORIX supplied equipment upon request.</p> <p>-We will provide a 12 month warranty on CORIX supplied equipment.</p> <p>-Pipe package to be partially assembled for delivery to site.</p> <p>-Our terms are Net 30 days – Taxes extra</p> <p>-Corix reserves the right to re-quote the project if the requested delivery date is more than 2 months past our quoted date.</p> <p><b>EXCLUSIONS &amp; NOTES:</b></p> <p>-Offload by others</p> <p>-supply and design of thrust blocks by others</p> <p>-site welding by others</p> <p>-instrumentation and electrical supplied by others</p> <p>-risers not included unless mentioned, can be quoted upon request</p> <p>-transition coupling or anodes outside of the vault are supplied through local products branch and not included in price.</p> <p>-Start-up included on Cla-Val valves.</p> <p>-Delivery lead time based on current production schedule. Delivery will vary during increased production. A firm delivery date will be provided after receipt of approved drawings.</p>		
				<b>TOTAL NET PRICE</b>	<b>\$45,775</b>

Pricing Comments

**Company: City of Inver Grove Heights, MN**  
**Contact: Jim Sweeney, 651.450.2565**  
**Project: CORIX PRV Station**  
**QUOTE: 12011DJ**  
**January 10, 2012**

**NORTHWESTERN POWER EQUIPMENT CO.**  
**2740 Patton Road, St. Paul, MN 55113**  
**Darin Kluck**  
**djkluck@nwpeco.com**  
**651.628.0683**

Taxes not included  
Freight included  
Start-up included

Delivery: Submittals 4-7 Days ARO, 6-8 weeks ADA  
Term: Net 30 Day

FOB: Job Site



# DAKOTA PUMP INC.

*The Total Solution*

255424 413th Ave. - Mitchell, SD 57301 - (O) 605.996.6636 - (F) 605.996.6067  
www.dakotapump.com sales@dakotapump.com

## PROPOSAL #12-05-01

**PROJECT NAME:** 65<sup>th</sup> Street PRV  
**PROJECT LOCATION:** Inver Grove Heights, Minnesota  
**ENGINEER:** City of Inver Grove Heights, MN

We hereby propose to furnish:

One (1) Dakota Pump Inc. factory built pressure reducing valve vault, complete as follows:

All equipment is assembled in a 7' wider by 12' long by 7' high concrete chamber, with a Neenah Foundry R-1878-A10 entrance hatch with aluminum ladder for access. The principal items of equipment include: 8" diameter plain end steel pipe exterior inlet and outlet connections; 8"3/4" steel interior piping and valves, including one 8" Cla-Val 90G-01BYKC pressure reducing valve, one 3" Cla-Val 90G-01ASKC pressure reducing and Clow RW gate isolation valves as required; two pressure gauges; exterior chamber insulation one top and 3' down side wall; unit is shop painted; Dakota Pump Inc. standard construction features, materials and appurtenances.

**EXCEPTIONS:** As above, and: Aluminum ladder shipped loose for installation by others. Concrete box to be shipped in three pieces for field installation by others.

**TOTAL PRICE - \$ 45,910.00** . F.O.B. factory, freight allowed to jobsite or nearest passable road, plus any applicable Federal, State or Local taxes. (No taxes in price quoted). This proposed price is firm, provided this proposal is signed and returned within 45 days of date bid and if approved submittals are received at the factory within 45 days of the date mailed from the factory. Due to unsettled fuel prices that are out of Dakota Pump Inc's control, at the time of the bid, a fuel surcharge may be assessed at the time of shipment.

**TERMS - Net due 30 days after date of billing, with appropriate bonding.** These terms are independent of and are not contingent upon the manner in which the purchaser may receive payment from others. Retainages are available, please contact the factory for details.

**ESTIMATED DELIVERY - 8 to 14 weeks** after formal approval. **APPROXIMATE UNIT WEIGHT OF THE HEAVEST PART - 29,000 #.** Unloading at jobsite by others. Field welding, installation, and power entrance wiring by others (as required).

**SUPERVISION AND START-UP SERVICE - is not included in this proposal.**

Accepted \_\_\_\_\_ 20\_\_\_\_\_

Submitted January 23, 2012

by \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name Above) (Title)

Bill Sebert, Sales  
**DAKOTA PUMP INCORPORATED**

\_\_\_\_\_  
(Company)

Represented by **Engineering America**

\_\_\_\_\_  
(Address)

Salesman **Rob Gravatt**

\_\_\_\_\_  
(Phone Number) (FAX Number)

**NOTE:** All orders subject to the terms and conditions listed above and noted on the attached.

## CONDITIONS

1. Proposals on specific CONTRACTS are void unless accepted by buyer within 45 days of the date on the Proposal, unless extended in writing. Dakota Pump Incorporated's, (hereafter referred to as Seller), acceptance of order is subject to the approval of the Seller's credit department.
2. Sizes, items, and quantities represent only our interpretation of the plans and specifications, and are not to be construed as being correct and exact. Any equipment not specifically mentioned on the Proposal, may not be included and Buyer should contact seller for written clarification, should questions arise. Any State, Local or Federal inspections or permits, required for electrical systems, maintenance lift, or other furnished equipment, shall be at the expense of the Buyer.
3. This Proposal shall be considered as the CONTRACT, when signed by an Authorized Agent of the Buyer, and accepted and acknowledged by an Authorized Representative of the Seller's home office in Mitchell, South Dakota. No condition, representation, or agreement altering, detracting from, or adding to the provisions of this order shall be valid unless such condition, representation, or agreement is in writing and approved by the Buyer and an Authorized Representative of the Seller's home office in Mitchell, South Dakota.
4. Any taxes, tariffs, or duties which may be levied on this material, are the Buyer's liability, and are not included in this Proposal.
5. Seller's payment terms are Net due 30 days after date of billing. Seller may ship in a "when ready" basis and partial invoice that equipment shipped. Partial invoices are bound by the same terms and conditions as those invoices submitted upon complete shipment of equipment. Service Charges at the maximum legal rate per month allowed by the State in which the sale is made, will be charged to the Buyer on the unpaid balance of all billings over 30 days old.
6. The Buyer accepts that no retentions or backcharges shall be withheld from the TOTAL SELL PRICE of this Proposal, without the approval of the Seller by written Purchase Order.
7. Prices quoted are F.O.B. Factory with full freight allowed, based on current applicable freight rates, any increase thereof shall be passed on to the Buyer. Delivery by trucker or common carrier will be made to the nearest point reasonably accessible by same, as determined by the driver. Buyer will furnish and pay for any labor and/or equipment required for unloading the transport(s).
8. Seller shall not be responsible for delays in shipment caused by Acts of God, Strikes, Labor Disturbances, Accidents, Fire, Shortages of Labor, Materials or Transportation, Governmental Restrictions, Laws or Regulations, Delays in Transportation, or other Conditions of Delay, which are beyond the control of the Seller. Seller shall not be responsible for any backcharges or liquidated damages caused by delays in shipment/shipping.
9. Buyer shall accept delivery as per the date set at the original agreement. If delivery of the unit is postponed at the request of the Buyer, interest at the maximum legal rate per month, dictated by the State in which the sale is made and on the full purchase price, plus storage charges will be added to the agree purchase price.
10. This order is not subject to cancellation by the Buyer, except prior to shipment, and then only on the payment to the Seller for the cost of labor and materials already performed, plus 10% of the Total Sell Price, as liquidated damages, which the Buyer agrees to pay.
11. Title to all goods sold under this CONTRACT shall remain in the Seller's name until completely paid for and acknowledged as such by the Seller. The goods shall remain strictly personal property, however affixed to realty or fixtures of the Buyer. Buyer shall keep the property insured and free from all liens and encumbrances, pay all taxes thereon, make good all loss, damage, or deterioration, and take steps necessary to preserve the Seller's title, including the execution and filing or otherwise recording of all instruments necessary for such purpose. Seller shall have, and in the event of default in the terms hereof, may exercise excessively and not in the alternative, all rights and remedies provided by the applicable laws and jurisdiction relative to conditional sales, and if expressedly herein and so provided, and, insofar as permitted by such laws, may declare all sums immediately due and payable and take possession of the property or any part thereof wherever found, and may sell same at public or private sale on such terms as it may deem advisable, giving Buyer ten days written notice of the time and place of said sale. In the event of non-payment of this contract within the stated terms, Seller shall have the right to re-posses any and all equipment sold under this CONTRACT and shall charge the Buyer with any excess expense involved in such a transaction.
12. The Seller does not assume any responsibility or liability with respect to use, purpose, or suitability of this equipment, and shall not be liable for damages of any character, whether direct or consequential, caused by defect in equipment, delay in transit, or otherwise. Seller's sole liability and obligation being confined to the replacement of defectively manufactured guaranteed parts, failing within the warranty time set by the Seller's standard warranty (12 months after start-up or 15 months from shipment from Seller's factory). No representation is made that any equipment manufactured or sold by Dakota Pump Inc. does or does not meet existing State or Federal OSHA Standards.
13. Since this agreement is closed upon acceptance by an Authorized Representative of the Seller's home office in Mitchell, South Dakota, it is understood by all parties that the laws of the State of South Dakota will govern the contract. Any legal remedies sought by either Buyer or Seller, shall take place in a South Dakota Court.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

---

**Accept Proposal from Scherff, Inc. for Demolition of Southern Water System Recirculation Pump Station**

Meeting Date: February 13, 2012  
Item Type: Consent  
Contact: Jim Sweeney: 651-450-2565  
Prepared by: Scott D. Thureen, Public Works Director *SDT*  
Reviewed by:

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

**PURPOSE/ACTION REQUESTED**

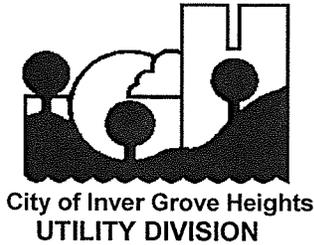
Accept proposal from Scherff, Inc. for Demolition of Southern Water System Recirculation Pump Station.

**SUMMARY**

The Utilities Division has received proposals for demolition of the subject recirculation pump station. Mr. Sweeney’s attached memo provides the background information. As he notes, the facility is no longer needed. It is in the vicinity of the T.H. 52 West Frontage Road Project that MNDOT will construct this summer. City forces have already removed all controls and electronics from the structure. I recommend approval of the proposal from Scherff, Inc. in the amount of \$18,690.00; with funding from the Water Fund Budget (501.50.7100.512.40042). An earlier consent agenda item approved a budget amendment to provide funding for this work.

SDT/kf

Attachment: Memo from Jim Sweeney, with quotes



## MEMORANDUM

TO : Scott Thureen

FROM : Jim Sweeney

SUBJECT : **Demolition of Recirculation Pump Station**

DATE : January 12, 2012

---

During the years of 1993 – 1994 the City expanded its municipal water system to the southern border of the City along 117<sup>th</sup> Street. This expansion was necessitated by the contamination of some residential and commercial wells along the Highway 52 / 117<sup>th</sup> Street corridor. Due to the large pipe size and the lack of looping ability necessary for this expansion a circulating booster pump was constructed near the intersection of Highway 52 and Concord Boulevard to help maintain water quality.

With the construction of the Water Treatment Facility combined with several large volume consumers connecting to the Southern Water System, water quality vastly improved in the area and water circulation was no longer necessary. In 2000 the Utility Division took the steps necessary to by-pass the circulation pump station and it has been idle and inactive ever since. Since that time the building has been used for some seasonal storage of Parks Division materials. Those materials will now be stored in the garage on the Kuchera Property on Babcock Trail.

Due to the factors listed above as well as the planned construction of the West Frontage Road Project this summer, we feel it is an opportune time to demolish this building and eliminate the annual costs for heat, electricity, and maintenance.

Attached are two proposals for the demolition, removal, and minor site restoration for this building. We recommend awarding the work to Scherff Incorporated based on their proposal for \$ 18,690.00.

**Scherff Inc.**  
**10410 Courthouse Blvd.**  
**Inver Grove Heights, MN 55077**  
**651-451-9056**

January 3, 2012

To: City of Inver Grove Heights  
Attn: Jim Sweeny

RE: Booster pump building at Concorde and Courthouse Blvd Ct.

**Quote**

Remove building, blacktop drive, valves ect., Replace up to 40' 16" water main.

- Bug and continuity test not included

**Total: 18,190.00**

**Scherff Inc.**  
**10410 Courthouse Blvd**  
**Inver Grove Heights, MN 55077**  
**651-451-9056**

January 10, 2012

To: City of Inver Grove Heights  
Attn: Jim Sweeney

RE: Addition to quote 1-3-12

**QUOTE**

Furnish and install 20 CY topsoil and hand seed area      \$500.00



Jim Sweeney  
City of Inver Grove Heights  
8168 Barbara Avenue  
Inver Grove Heights, MN 55077  
PH: (651) 450-2565 \* FAX: (651) 455-9405

December 30, 2011

RE: Pump House Demolition

Jim,

Thank you for inviting us to bid on this project. We have looked at the site and have the following scope of work to offer:

- Mobilization
- Demolish Pump House building and basement
- Remove and dispose of building
- Remove top section of Catch Basin and fill with sand
- Remove and dispose of concrete sidewalk and bituminous drive
- Cut and splice in 16" DIP
- Remove and dispose of 16" valves and old pipe
- Seed and Mulch disturbed area

**Dahn Construction Co. Base Bid \$20,550.00**

We have not included bond, permits, easements, demolition inspection, hazardous material handling, MSW handling, testing, survey, sheeting shoring or bracing, winter conditions, or soil corrections.

We will spray the installed pipe with bleach water and put together. We will do a visual inspection for leaks and then complete the backfill. We do not include any flushing, pressure testing, or bacteria testing of the water line.

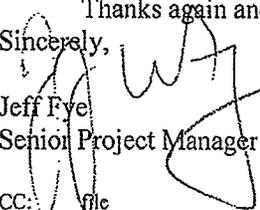
We will need the water line turned off for two days to complete the work and splice in the new pipe.

We can splice in 12" DIP using pipe from our inventory for a DEDUCT of \$900.00 from our base bid.

As an alternate to turning the water off, we think we can build a protection system and leave the pipe in place. We will end up leaving a portion of the floor slab in place under the existing pipe. To leave the pipe in place and build a protection system we can DEDUCT \$4,000.00 from our base bid. This option leaves all the valves in place, buried, and unusable upon completion of our work.

Thanks again and if you have any questions please call me at 651-480-1911.

Sincerely,

  
Jeff Fye  
Senior Project Manager

cc: Jlc

13135 Doyle Path East  
Rosemount, MN 55068  
Phone: 651-480-1911 Fax: 651-480-1971

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Authorize Phase I Environmental Site Assessment of the Golf Course Property Along T.H. 3 for T.H. 3 Turn Lanes at Autumn Way – City Project No. 2010-41**

Meeting Date: February 13, 2012  
 Item Type: Consent *TK*  
 Contact: Tom Kaldunski: 651-450-2572  
 Prepared by: Tom Kaldunski, City Engineer  
 Reviewed by: Scott Thureen, Public Works Director *ST*

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

**PURPOSE/ACTION REQUESTED**

The City Council will consider approving a resolution to enter into an agreement with Peer Engineering to conduct a Phase I Environmental Site Assessment of portions of the golf course along the T.H. 3 turn lanes at Autumn Way (City Project No. 2010-41).

**SUMMARY**

The City has entered into Development Agreements for Argenta Hills. One aspect of this project is the need to improve the access to Highway 3 from Autumn Way. The Development Agreement indicates that the construction of the turn lanes is the Developer’s responsibility. The turn lanes are to meet MNDOT requirements.

On June 30, 2011, MNDOT signed off on the approval of the Level Two Concept Plan for the T.H. 3 turn lanes at Autumn Way to serve the Argenta Hills Development. In order to facilitate the construction of the turn lanes, MNDOT has requested some additional permanent right-of-way on the east side of T.H. 3. In addition, some temporary slope easements are needed to cut the proposed drainage ditch on the east side.

The City of Inver Grove Heights owns the two parcels on the east side of T.H. 3 where these easements are needed. The first parcel is part of the Inver Grove Heights golf course at 7601 Robert Trail South; the second parcel is the house lot owned by the City at 7456 Robert Trail South. MNDOT has a policy (attached) requiring Environmental Due Diligence (EDO) for any property acquired by MNDOT. The right-of-way being granted for this project needs to have an environmental review per this policy.

The City conducted an environmental review of the Lindell property at 7456 Robert Trail South as part of the NWA Trunk Utility Project. These requirements will meet MNDOT’s EDD-1 policy.

A review of City files on the golf course was unable to find an environmental review for the golf course property. Therefore, the City will need a Phase I Environmental Site Assessment for the easements being granted to MNDOT. We do not anticipate any environmental issues in the easements because none were discovered in the NWA Trunk Utility Project.

Two environmental consultants in the City Technical Consultants Pool were contacted to provide proposals for this study (see attached). They can be summarized as follows:

Peer Engineering	\$1850.00
Barr Engineering	\$3,000.00

It is recommended that the City Council authorize Peer Engineering to conduct the Phase I Environmental Site Assessment for this project at a cost of \$1,850.00. It is recommended that the Council approve the attached Resolution Authorizing the hiring of Peer Engineering. The developer is responsible for the costs on City Project 2010-41 - T.H. 3 Turn Lanes at Autumn Way.

TJK/kf

Attachments: Resolution  
Easement Depiction

**CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY**

**RESOLUTION AUTHORIZING PEER ENVIRONMENTAL TO CONDUCT PHASE I  
ENVIRONMENTAL SITE ASSESSMENTS AT 7601 ROBERT TRAIL SOUTH (MUNICIPAL  
GOLF COURSE) FOR MNDOT RIGHT-OF-WAY ACQUISITION FOR CITY PROJECT NO.  
2010-41 – T.H. 3 RIGHT TURN LANES – ARGENTA HILLS 2<sup>ND</sup> ADDITION**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, a Level 2 Concept Plan for new turn lanes on T.H. 3 has been prepared by the Public Works Director with reference to City Project 2010-41; and

**WHEREAS**, as the City is the property owner of 7601 Robert Trail South (municipal golf course), a portion of which will be granted to MNDOT for road right-of-way; and

**WHEREAS**, the City and the developers of Argenta Hills 2<sup>nd</sup> Addition have entered into an agreement to build new turn lanes on T.H. 3 as part of City Project 2010-41 at the developer's cost; and

**WHEREAS**, THE City and MNDOT desire to conduct their due diligence by performing a Phase I Environmental Site Assessment before the acquisition is completed per MNDOT policy.

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

1. The Mayor and Deputy Clerk are authorized to enter into an agreement on behalf of the City with Peer Engineering to conduct a Phase I Environmental Site Assessment of the City-owned land, per their February 3, 2012 proposal at a cost of \$1,850.00.
2. The Engineering Department, City Attorney, and Finance Director are authorized to take all action necessary pursuant to the proposal from Peer Engineering to complete the Phase I Environmental Site Assessments.

Adopted by the City Council of Inver Grove Heights, Minnesota this 13<sup>th</sup> day of February 2012.

AYES:

NAYS:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Rheame, Deputy Clerk

## **New MnDOT Policy Environmental Due Diligence for Property Acquisition**

### **Background**

Minnesota and federal laws state that the owner of a contaminated property can be held responsible for the contamination. Completing environmental due diligence prior to acquisition can reduce that liability. The decision to acquire a contaminated property for incorporation into the State Right of Way must be made with full knowledge of the short-and long-term costs and liabilities associated with the acquisition. In the short-term, contaminated property cleanup will increase project complexity, which typically results in increased costs and possible project delays. In the long-term, ownership of contaminated property exposes MnDOT to lawsuits, future regulatory requirements and future difficulty and cost when the infrastructure located on the contaminated property is maintained and/or reconstructed.

### **Purpose**

The Minnesota Department of Transportation (MnDOT) is finalizing department policy to ensure that acquisition of property addresses potential environmental liability associated with contaminated and/or regulated materials. The policy applies, but is not limited to, the following property transactions: acquisitions in fee, reconveyances, turnbacks, leases/permits, transfers of custodial control and excess acquisition.

The process includes early involvement between the MnDOT Office of Environmental Stewardship (OES) and project planners/designers to identify properties that may contain contaminated and/or regulated materials, especially those that present a high risk to the prospective purchaser of the property and to the project budget. The policy applies to all MnDOT transportation projects, including state aid, federal aid and other partnership projects and will be implemented in early 2012.

The level of property evaluation will be determined by MnDOT OES. If OES determines the contaminated property presents a high risk of environmental liability, the property will be incorporated into the state Right of Way only after MnDOT, or an implementing agency acquiring the property on behalf of MnDOT, has documented the benefits and risks of the acquisition, evaluated and documented all feasible and practicable risk reduction options (such as property avoidance and/or project design changes), obtained all available regulatory agency program liability protections and received MnDOT management approval.

### **Process**

There are three Environmental Due Diligence (EDD) forms.

- EDD-1: project proposer provides general project area information.
- EDD-2: project proposer provides parcel specific information.
- EDD-3: only used for high-risk parcels.

Most projects will only require completion of forms EDD-1 and EDD-2. MnDOT will not accept parcels if EDD process is not followed.

### **Note:**

MnDOT OES reviews and comments on all state-aid, federal-aid and other partnership project proposals that include work on the state highway system or involve MnDOT oversight, regardless if the project includes property acquisitions.



Peer Engineering, Inc.  
7615 Golden Triangle Drive, Suite N  
Eden Prairie, MN 55344  
952-831-3341 Fax 952-831-4552



Mr. John Schmeling, EIT  
City of Inver Grove Heights  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

February 3, 2012

Re: Proposal for Phase I Environmental Site Assessment  
7601 South Robert Trail  
Inver Grove Heights, Minnesota

Dear Mr. Schmeling:

Peer Engineering, Inc. (Peer) is pleased to furnish this proposal to conduct a Phase I Environmental Site Assessment (ESA) of the above-referenced property. It is our understanding that additional right of way is proposed to be given to Mn/DOT along Highway 3 which bounds the west side of the subject property.

The Phase I ESA will be conducted in accordance with the requirements of ASTM Standard Practice E 1527-05, which is the recognized industry standard defining good commercial and customary practice for conducting all appropriate inquiry (AAI) into the previous ownership and uses of the property consistent with the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

The intent of this practice is intended to permit a user to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on CERCLA liability. The purpose of this Phase I ESA will be to identify recognized environmental conditions in connection with the subject property.

#### PROPOSED SCOPE OF SERVICES

The Phase I ESA will be conducted in accordance with the requirements of ASTM Standard Practice E 1527-05 by an Environmental Professional as defined by the same practice. The four components of the Phase I ESA will include records review, site reconnaissance, interviews, and evaluation. The results of the Phase I ESA will be summarized in a written report. No sampling or testing activities are proposed for this assessment.

## USER RESPONSIBILITIES

In order to satisfy the requirements of AAI, the user bears specific responsibilities for satisfying certain components of the environmental inquiry. It is our understanding that a failure to provide the required information could jeopardize the user's ability to qualify for CERCLA liability protection. The E 1527 Practice provides a *User Questionnaire* which outlines the information that the user must provide (if available) to the Environmental Professional. The User Questionnaire, attached to this proposal, should be returned to Peer so that the information can be included in the report. Peer can, at your request, obtain information regarding the first two items on the *User Questionnaire*; however, there will be an additional fee for these services.

## REPORT

The *report* will summarize the results of the assessment, including documentation of information sources, findings and conclusions, user provided information, and our professional opinion of the impact of environmental conditions.

Standard documentation included in the report will include a site location map and results of a government records search. A copy of a site plan and/or legal description will be included if provided to Peer. Additional documentation such as site photographs, aerial photographs, and fire insurance maps will be retained in the project file.

The report will be provided in an electronic (PDF) format. Original hard copies will be provided upon request.

So that they may be identified within the reports, the user must supply the names of all parties intending to rely on the executed service and subsequent report. At any time following the completion and issuance of the report, additional reliance may be obtained at Peer's discretion for an additional fee.

## SCHEDULING

Services will be initiated immediately upon authorization. Peer will complete the project within two weeks of authorization. Should you require a shorter turnaround time additional fees may be required.

February 3, 2012

## BASIS FOR PROPOSAL

The cost to complete the Phase I Environmental Site Assessment will be \$1,850.00. The quoted amount will be invoiced as a lump-sum fee upon completion of the project. Payment for services is net 30 days with interest added to unpaid balances. Services will be provided in accordance with terms stated in the attached Agreement of General Conditions.

## CLOSING

We appreciate the opportunity to present this proposal. If you would like us to proceed with the proposed scope of work, please sign and return a copy of the proposal to us as your authorization to proceed.

If you have any questions regarding this proposal, please do not hesitate to contact us at your convenience.

Sincerely,

Peer Engineering, Inc.



James E. Stephan  
Manager of Real Estate Services

Attachments:      User Questionnaire  
                         Agreement of General Conditions

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The undersigned authorizes Peer Engineering, Inc. to proceed in accordance with the above-stated terms and is responsible for payment.

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Date

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Client Name

---

User Name - if different from Client

---

Client Address

City, State, Zip

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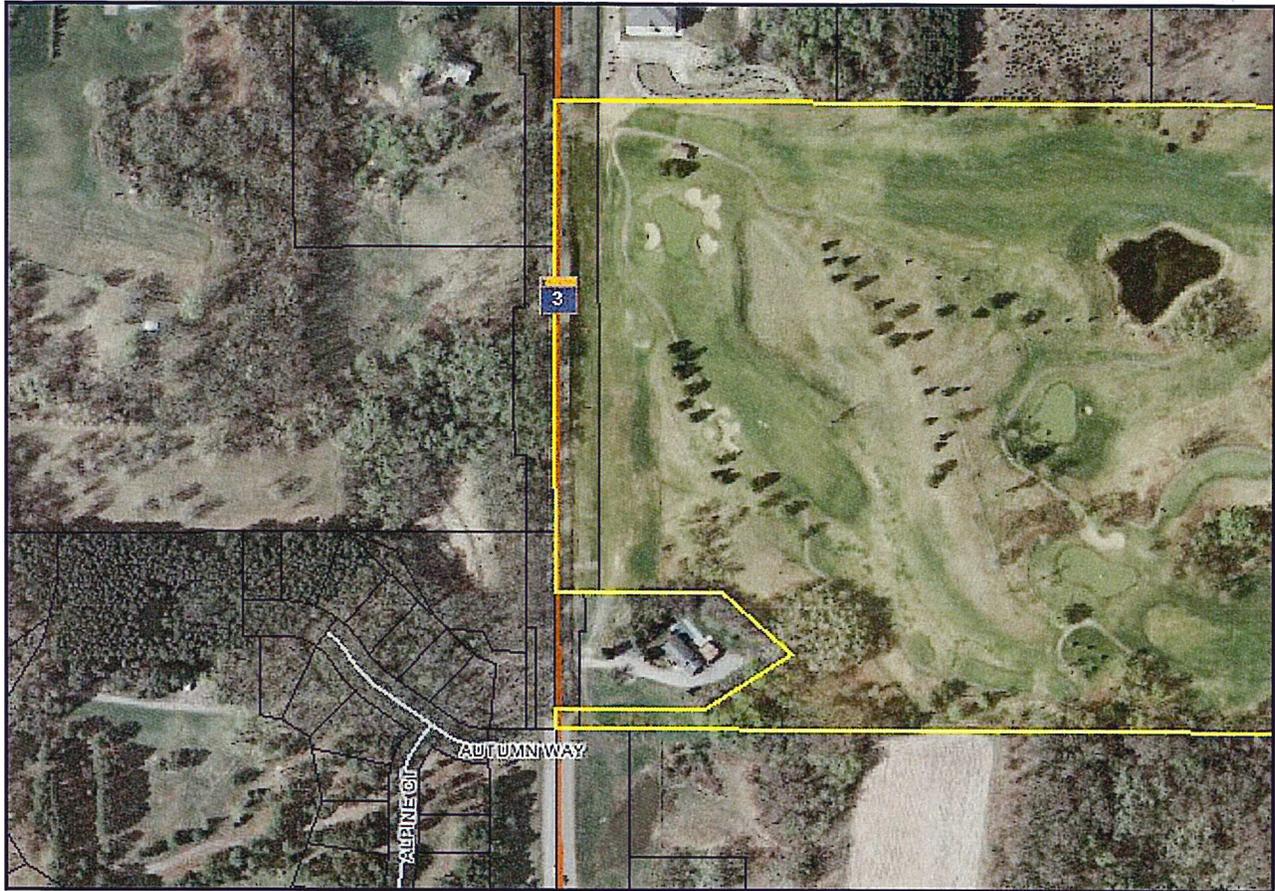
Authorized Signature

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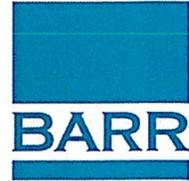
Print Name

Title

Dakota County, MN



Parcel ID	200080028011	Bathrooms	
Owner Name	City Of Inver Grove Heights	Garage Sq Ft	
Joint Owner		Other Garage	
Owner Address	% Finance Director	Misc. Building	
Owner Address 2	8150 Barbara Avenue	Estimated Land Value	\$372,600
City/State/Zip	Inver Grove Heights Mn 55077	Estimated Building Value	\$9,600
Common Name	Inverwood Golf Course	Total Estimated Value	\$382,200
Property Address	7601 ROBERT TRL S	Special Assessments	\$0
Property City	INVER GROVE HEIGHTS	Total Property Tax	\$0
Use	Exempt	Date of Sale	
Homestead	N	Sale Value	\$0
Year Built		Acres	30.79
Building Type		School District	199



February 3, 2012

Mr. Thomas J. Kaldunski  
Community Development Director  
City of Inver Grove Heights  
8150 Barbara Avenue  
Inver Grove Heights, Minnesota 55077

John Schmeling, EIT  
Engineering Technician  
City of Inver Grove Heights  
8150 Barbara Avenue  
Inver Grove Heights, Minnesota 55077

**Re: Proposal for Conducting a Phase I Environmental Site Assessments  
4075 78<sup>th</sup> Street East and 4095 78<sup>th</sup> Street East, Inver Grove Heights, Minnesota**

Dear Mr. Kaldunski and Mr. Schmeling:

Barr Engineering Company is pleased to submit this proposal for conducting a Phase I Environmental Site Assessment ("Assessment") of the above-referenced properties. Maps with the properties locations identified are included for your review (Figures 1 and 2). It is our understanding that the properties are associated with two projects:

- South Robert Trail Turn Lane (Property 1)
  - Property is identified by Parcel ID 200080028011 and is located at 7601 Robert Trail South in Inver Grove Heights, Minnesota.
- Concord Bioretention Basin (Property 2)
  - Property is identified by Parcel IDs 201170101011 and 201170101021 and is located at 4075 78<sup>th</sup> Street East and 4095 78<sup>th</sup> Street East in Inver Grove Heights, Minnesota.

Please confirm the location and description of Projects 1 and 2 because all document requests and other work will be based on the accuracy of this information.

The Assessment for Project 1 and 2 will be performed in a manner consistent with the ASTM, International, ASTM E 1527-05, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (the "Practice"). Our report will describe significant deviations from the Practice. The Practice provides for intended uses and limitations of the Assessment, which are incorporated here. We will provide that document on request.

The Assessment will use the results derived from the exercise of the Practice, together with our professional judgment, to provide our opinion as to whether evidence exists indicating the presence of recognized environmental conditions on Properties 1 and 2.

The Practice requires that the user of the Assessment ("User") provide at least the information described in the included questionnaire (Attachment 1 to this agreement). Also, please identify all other anticipated Users of the Assessment.

#### **Estimated Cost, Schedule, and Terms of Payment**

Service delivery assumptions for the cost estimate are presented in Attachment 2. Barr will perform the Assessments for lump-sum costs of:

- **Property 1: \$3,000**
- **Property 2: \$3,000**

The Assessment will be completed in draft form for your review two weeks after we receive your authorization to proceed. If the Assessment is needed sooner, additional "rush" charges may apply. Barr proposing to conduct this work in accordance with our Professional Services Consulting Agreement that has been established with the City of Inver Grove Heights.

#### **Conditions**

The Assessment Report (Report) will be prepared for the exclusive use of the identified Users; no others may rely on the Report without Barr's written permission. In the event that you request a reliance letter from Barr for another party, Barr will charge on a time-and-expenses basis for that letter. Such reliance letters will be issued in the format attached (Attachment 3).

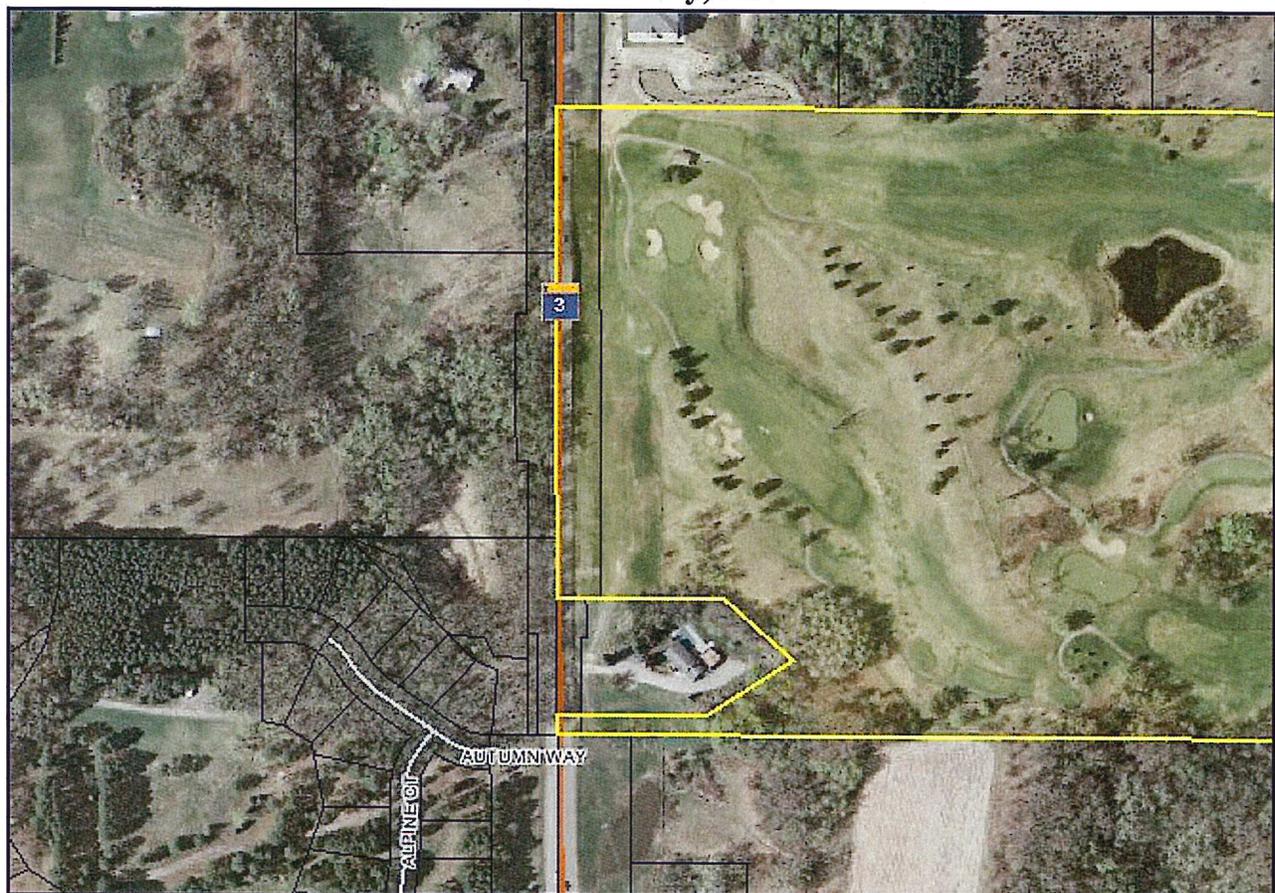
Thank you for the opportunity to provide assistance on your project. If you have any questions, please call me at (952) 832-2741.

Sincerely yours,



Dan Fetter, P.E.  
Vice President

Dakota County, MN



Parcel ID	200080028011	Bathrooms	
Owner Name	City Of Inver Grove Heights	Garage Sq Ft	
Joint Owner		Other Garage	
Owner Address	% Finance Director	Misc. Building	
Owner Address 2	8150 Barbara Avenue	Estimated Land Value	\$372,600
City/State/Zip	Inver Grove Heights Mn 55077	Estimated Building Value	\$9,600
Common Name	Inverwood Golf Course	Total Estimated Value	\$382,200
Property Address	7601 ROBERT TRL S	Special Assessments	\$0
Property City	INVER GROVE HEIGHTS	Total Property Tax	\$0
Use	Exempt	Date of Sale	
Homestead	N	Sale Value	\$0
Year Built		Acres	30.79
Building Type		School District	199

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Resolution Requesting an Advancement of Municipal State Aid (MSA) Funding from the City's State Aid Construction Account for City Project 2012-09D – 65<sup>th</sup> Street**

Meeting Date: February 13, 2012  
 Item Type: Consent  
 Contact: Tom Kaldunski: 651-450-2572  
 Prepared by: Tom Kaldunski, City Engineer  
 Reviewed by: Scott Thureen, Public Works Director

*TK*  
  
*ST*

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

**PURPOSE/ACTION REQUESTED**

Consider a Resolution Requesting Up to an \$814,523 Advancement of Municipal State Aid (MSA) Funding from the City's Construction Account for City Project 2012-09D – 65<sup>th</sup> Street Improvements.

**SUMMARY**

The City of Inver Grove Heights has been eligible to receive MSA funds provided by the gas tax receipts of the State of Minnesota. The City receives an annual allocation of MSA funds into its account. The City Council discussed the State's program to request MSA funding advances at its January 19, 2012 work session.

The Council's consensus indicated that the City should utilize the funding advance program for the City's benefit. The MSA program allows cities to advance funds in excess of their annual apportionment at no interest.

As of January 30, 2012, the City's MSA account has the following balance:

Construction balance	\$2,434,243.91
----------------------	----------------

The City will be requesting advancement for MSA funds for the following project and its eligible State Aid costs:

City Project 2012-09D, SAP-178-104-006 – 65 <sup>th</sup> Street	\$3,248,767
--	-------------

Attached is a resolution requesting Municipal State Aid advancement of up to \$814,523 in eligible costs for City Project No. 2012-09D. MNDOT has advised the City to mention the specific project in the resolution. The City of Inver Grove Heights will be requesting \$814,523 of future State Aid funds for use in fiscal year 2012.

It is recommended that the City Council approve the attached resolution seeking an MSA advancement of up to \$814,523 in 2012. The Council should direct the City Engineer to submit the required advancement forms to MNDOT as part of this action.

Attachments: MNDOT Advancement Resolution  
 Map of 65<sup>th</sup> Street Project

**CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY**

**RESOLUTION TO ADVANCE FUNDING FROM THE MUNICIPAL STATE AID STREET  
CONSTRUCTION FUND**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the City of Inver Grove Heights has implemented Municipal State Aid Street Projects which have required State Aid Funds in excess of those available in its State Aid Construction Account; and

**WHEREAS**, said City constructed said projects through the use of Local Municipal Funds to supplement the available funds in their State Aid Construction Account; and

**WHEREAS**, said City needs to reimburse the expended Local Municipal Funds through the use of advance encumbrances from the general State Aid Construction Account to supplement the available funds in their State Aid Construction Account; and

**WHEREAS**, the advance is based on the following determination of expenditures:

Account balance as of January 30, 2012	<u>\$2,434,243.91</u>
Less estimated disbursements:	
Project # 178-104-006	\$3,248,767
Advance amount (amount of excess of acct balance)	<u>\$ 814,523</u>

**WHEREAS**, repayment of the funds so advanced will be made in accordance with the provisions of Minnesota Statutes 162.14, Subdivision 6 and Minnesota Rules, Chapter 8820, 1500, Subpart 10.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, MN** that the Commissioner of Transportation be and is hereby requested to approve this advance for financing approved Municipal State Aid Street Project(s) of the City of Inver Grove Heights in an amount up to \$814,523 in accordance with Minnesota Rules 8820.1500, Subparagraph 10b. I hereby authorize repayments from subsequent accruals to the Municipal State Aid Street Construction Account of said City from future year allocations until fully repaid.

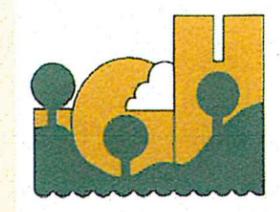
Adopted by the City Council of Inver Grove Heights, Minnesota this 13<sup>th</sup> day of February 2012.

AYES:  
NAYS:

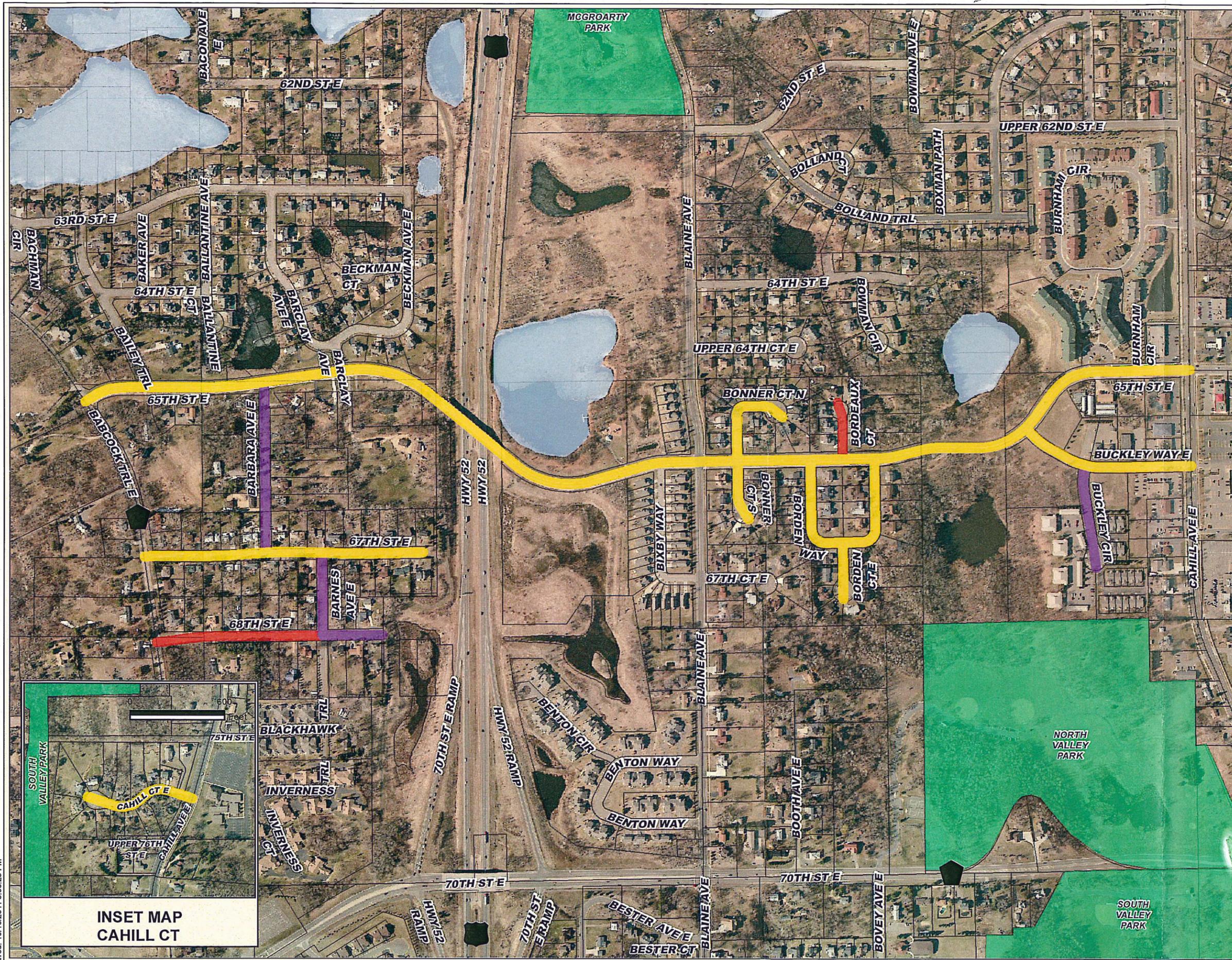
\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Rheaume, Deputy Clerk



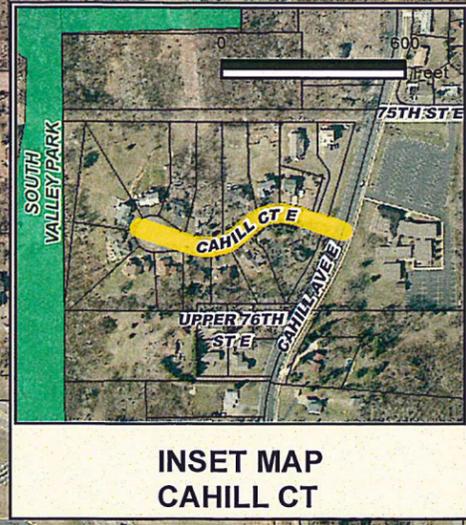
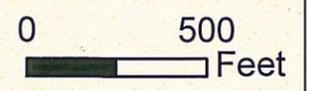
CITY PROJECT NO. 2012-09D  
URBAN STREET RECONSTRUCTION  
65TH STREET NEIGHBORHOOD



**Legend**

- Reconstruction
- Mill & Overlay
- Revised To Full Street Reconstruction
- Parks
- Parcels
- Protected Waters - Basins

Source: Dakota County, MNDNR



**Project  
Location Map**

October, 2011



Map Document: \\arsserver1\gis\ING\HY18103889\ESR\Maps\103889-Project\_Location\_Map\_11x17.mxd  
Date Saved: 10/18/2011 3:05:23 PM

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Resolution Authorizing Preparation of a Phase I Environmental Site Assessment for the Site Acquisition for City Project No. 2011-02 – Concord Bioretention Basin at 78<sup>th</sup> Street East**

Meeting Date: February 13, 2012  
 Item Type: Consent *TSK*  
 Contact: Tom Kaldunski: 651-450-2572  
 Prepared by: Tom Kaldunski, City Engineer  
 Reviewed by: Scott Thureen, Public Works Director *ST*

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

**PURPOSE/ACTION REQUESTED**

Consider Resolution Authorizing the Preparation of a Phase I Environmental Site Assessment Acquisition for City Project No. 2011-02 – Concord Bioretention Basin at 78<sup>th</sup> Street. The City is purchasing portions of the parcels at 4075 – 78<sup>th</sup> Street East and 4095 – 78<sup>th</sup> Street East.

**SUMMARY**

The project was initiated by City Council action taken on October 25, 2011 for the preparation of a feasibility study for a bioretention basin on land the City would purchase from 4075 and 4095 – 78<sup>th</sup> Street East (near the intersection of 78<sup>th</sup> Street and Concord Boulevard). This site was identified as a suitable location for a storm water management facility to provide water quality treatment before the storm water is discharged to the Mississippi River. The City Council authorized the site acquisition of two parcels for the basin at its September 12, 2011 meeting. Negotiations are nearing completion and it is recommended that the City conduct a Phase I Environmental Site Assessment on the basin area before closing on the site acquisition.

A funding package has been prepared to cover the project costs. The City’s Capital Improvement Revolving Fund would be used to cover the site acquisitions and the City is working with Dakota County SWCD to secure a Clean Water Legacy Act Grant for the estimated cost of constructing the storm water treatment facility.

The City has conducted an appraisal of the two sites to be purchased by the City and made offers. The property owners have indicated their willingness to work with the City to complete the purchase agreements. The property owners are currently in the process of securing partial lien/mortgage releases on the sites to be purchased by the City. This should be completed this winter.

The City has typically conducted a due diligence review on all parcels before completing the transactions. The completion of a Phase I Environmental Site Assessment is a component of the due diligence review. The City needs to be aware of what exists on parcels they are buying.

The City has contacted two of the consultants in our technical consulting pool to secure proposals for the Phase I Environmental Site Assessment at 4075 and 4095 – 78<sup>th</sup> Street East. The proposals are attached and summarized as follows:

PEER Environmental	\$1,850
Barr Engineering	\$3,000

The City Council is being asked to authorize Peer Engineering to conduct the Phase I Environmental Site Assessment of 4075 and 4095 – 78<sup>th</sup> Street East.

I recommend passage of the Resolution Authorizing the Phase I Environmental Site Assessments at 4075 and 4095 – 78<sup>th</sup> Street East for the Site Acquisition for City Project No. 2011-02 – Storm Water Treatment Basin at 78<sup>th</sup> Street and Concord Boulevard.

TK/kf

Attachments: Resolution  
Proposals  
Map

**CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY**

**RESOLUTION AUTHORIZING PEER ENVIRONMENTAL TO CONDUCT PHASE I  
ENVIRONMENTAL SITE ASSESSMENTS AT 4075 AND 4095 – 78<sup>TH</sup> STREET EAST FOR  
SITE ACQUISITION FOR CITY PROJECT NO. 2011-02 – STORM WATER TREATMENT  
FACILITY AT 78<sup>TH</sup> STREET EAST AND CONCORD BOULEVARD**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, a feasibility report has been prepared by the Public Works Director with reference to the 2011-02 Storm Water Treatment Basin Project; and

**WHEREAS**, as the City and the property owners have entered into purchase agreements for portions of the parcels at 4075 and 4095 – 78<sup>th</sup> Street East; and

**WHEREAS**, the City desires to conduct its due diligence by performing a Phase I Environmental Site Assessment before the acquisition is completed.

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

1. The Mayor and Deputy Clerk are authorized to enter into an agreement on behalf of the City with Peer Engineering to conduct a Phase I Environmental Site Assessment of the parcels being purchased from the owners of 4075 and 4095 – 78<sup>th</sup> Street East, per their February 3, 2012 proposal, at a cost of \$1,850.00.
2. The Engineering Department, City Attorney, and Finance Director are authorized to take all action necessary pursuant to the proposal from Peer Engineering to complete the Phase I Environmental Site Assessments.

Adopted by the City Council of Inver Grove Heights, Minnesota this 13<sup>th</sup> day of February 2012.

AYES:

NAYS:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Rheume, Deputy Clerk

Peer Engineering, Inc.  
7615 Golden Triangle Drive, Suite N  
Eden Prairie, MN 55344  
952-831-3341 Fax 952-831-4552



Mr. John Schmeling, EIT  
City of Inver Grove Heights  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

February 3, 2012

Re: Proposal for Phase I Environmental Site Assessment  
4075 78<sup>th</sup> Street East  
4095 78<sup>th</sup> Street East  
Inver Grove Heights, Minnesota

Dear Mr. Schmeling:

Peer Engineering, Inc. (Peer) is pleased to furnish this proposal to conduct a Phase I Environmental Site Assessment (ESA) of the above-referenced properties. It is our understanding that portions of each parcel will be purchased for the purpose of construction of a pond.

The Phase I ESA will be conducted in accordance with the requirements of ASTM Standard Practice E 1527-05, which is the recognized industry standard defining good commercial and customary practice for conducting all appropriate inquiry (AAI) into the previous ownership and uses of the property consistent with the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

The intent of this practice is intended to permit a user to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on CERCLA liability. The purpose of this Phase I ESA will be to identify recognized environmental conditions in connection with the subject property.

#### PROPOSED SCOPE OF SERVICES

The Phase I ESA will be conducted in accordance with the requirements of ASTM Standard Practice E 1527-05 by an Environmental Professional as defined by the same practice. The four components of the Phase I ESA will include records review, site reconnaissance, interviews, and evaluation. The results of the Phase I ESA will be summarized in a written report. No sampling or testing activities are proposed for this assessment.

## USER RESPONSIBILITIES

In order to satisfy the requirements of AAI, the user bears specific responsibilities for satisfying certain components of the environmental inquiry. It is our understanding that a failure to provide the required information could jeopardize the user's ability to qualify for CERCLA liability protection. The E 1527 Practice provides a *User Questionnaire* which outlines the information that the user must provide (if available) to the Environmental Professional. The User Questionnaire, attached to this proposal, should be returned to Peer so that the information can be included in the report. Peer can, at your request, obtain information regarding the first two items on the *User Questionnaire*; however, there will be an additional fee for these services.

## REPORT

The *report* will summarize the results of the assessment, including documentation of information sources, findings and conclusions, user provided information, and our professional opinion of the impact of environmental conditions.

Standard documentation included in the report will include a site location map and results of a government records search. A copy of a site plan and/or legal description will be included if provided to Peer. Additional documentation such as site photographs, aerial photographs, and fire insurance maps will be retained in the project file.

The report will be provided in an electronic (PDF) format. Original hard copies will be provided upon request.

So that they may be identified within the reports, the user must supply the names of all parties intending to rely on the executed service and subsequent report. At any time following the completion and issuance of the report, additional reliance may be obtained at Peer's discretion for an additional fee.

## SCHEDULING

Services will be initiated immediately upon authorization. Peer will complete the project within two weeks of authorization. Should you require a shorter turnaround time additional fees may be required.

February 3, 2012

## BASIS FOR PROPOSAL

The cost to complete the Phase I Environmental Site Assessment will be \$1,850.00. This assumes that both parcels will be addressed in one report. If two separate reports are required then there will be an increase of \$550 to the fee for a total of \$2,400. The quoted amount will be invoiced as a lump-sum fee upon completion of the project. Payment for services is net 30 days with interest added to unpaid balances. Services will be provided in accordance with terms stated in the attached Agreement of General Conditions.

## CLOSING

We appreciate the opportunity to present this proposal. If you would like us to proceed with the proposed scope of work, please sign and return a copy of the proposal to us as your authorization to proceed.

If you have any questions regarding this proposal, please do not hesitate to contact us at your convenience.

Sincerely,

Peer Engineering, Inc.



James E. Stephan  
Manager of Real Estate Services

Attachments:        User Questionnaire  
                         Agreement of General Conditions

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The undersigned authorizes Peer Engineering, Inc. to proceed in accordance with the above-stated terms and is responsible for payment.

---

Date

---

Client Name

---

User Name - if different from Client

---

Client Address

City, State, Zip

---

Authorized Signature

---

Print Name

Title



February 3, 2012

Mr. Thomas J. Kaldunski  
Community Development Director  
City of Inver Grove Heights  
8150 Barbara Avenue  
Inver Grove Heights, Minnesota 55077

John Schmeling, EIT  
Engineering Technician  
City of Inver Grove Heights  
8150 Barbara Avenue  
Inver Grove Heights, Minnesota 55077

**Re: Proposal for Conducting a Phase I Environmental Site Assessments  
4075 78<sup>th</sup> Street East and 4095 78<sup>th</sup> Street East, Inver Grove Heights, Minnesota**

Dear Mr. Kaldunski and Mr. Schmeling:

Barr Engineering Company is pleased to submit this proposal for conducting a Phase I Environmental Site Assessment ("Assessment") of the above-referenced properties. Maps with the properties locations identified are included for your review (Figures 1 and 2). It is our understanding that the properties are associated with two projects:

- South Robert Trail Turn Lane (Property 1)
  - Property is identified by Parcel ID 200080028011 and is located at 7601 Robert Trail South in Inver Grove Heights, Minnesota.
- Concord Bioretention Basin (Property 2)
  - Property is identified by Parcel IDs 201170101011 and 201170101021 and is located at 4075 78<sup>th</sup> Street East and 4095 78<sup>th</sup> Street East in Inver Grove Heights, Minnesota.

Please confirm the location and description of Projects 1 and 2 because all document requests and other work will be based on the accuracy of this information.

The Assessment for Project 1 and 2 will be performed in a manner consistent with the ASTM, International, ASTM E 1527-05, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (the "Practice"). Our report will describe significant deviations from the Practice. The Practice provides for intended uses and limitations of the Assessment, which are incorporated here. We will provide that document on request.

The Assessment will use the results derived from the exercise of the Practice, together with our professional judgment, to provide our opinion as to whether evidence exists indicating the presence of recognized environmental conditions on Properties 1 and 2.

The Practice requires that the user of the Assessment ("User") provide at least the information described in the included questionnaire (Attachment 1 to this agreement). Also, please identify all other anticipated Users of the Assessment.

#### **Estimated Cost, Schedule, and Terms of Payment**

Service delivery assumptions for the cost estimate are presented in Attachment 2. Barr will perform the Assessments for lump-sum costs of:

- **Property 1: \$3,000**
- **Property 2: \$3,000**

The Assessment will be completed in draft form for your review two weeks after we receive your authorization to proceed. If the Assessment is needed sooner, additional "rush" charges may apply. Barr proposing to conduct this work in accordance with our Professional Services Consulting Agreement that has been established with the City of Inver Grove Heights.

#### **Conditions**

The Assessment Report (Report) will be prepared for the exclusive use of the identified Users; no others may rely on the Report without Barr's written permission. In the event that you request a reliance letter from Barr for another party, Barr will charge on a time-and-expenses basis for that letter. Such reliance letters will be issued in the format attached (Attachment 3).

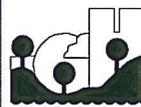
Thank you for the opportunity to provide assistance on your project. If you have any questions, please call me at (952) 832-2741.

Sincerely yours,



Dan Fetter, P.E.  
Vice President

# Concord & 78th Street Treatment Pond



City of  
Inver Grove Heights  
Property Map



0 15 30 60 90 120  
Feet

Approximate  
Pond  
Location

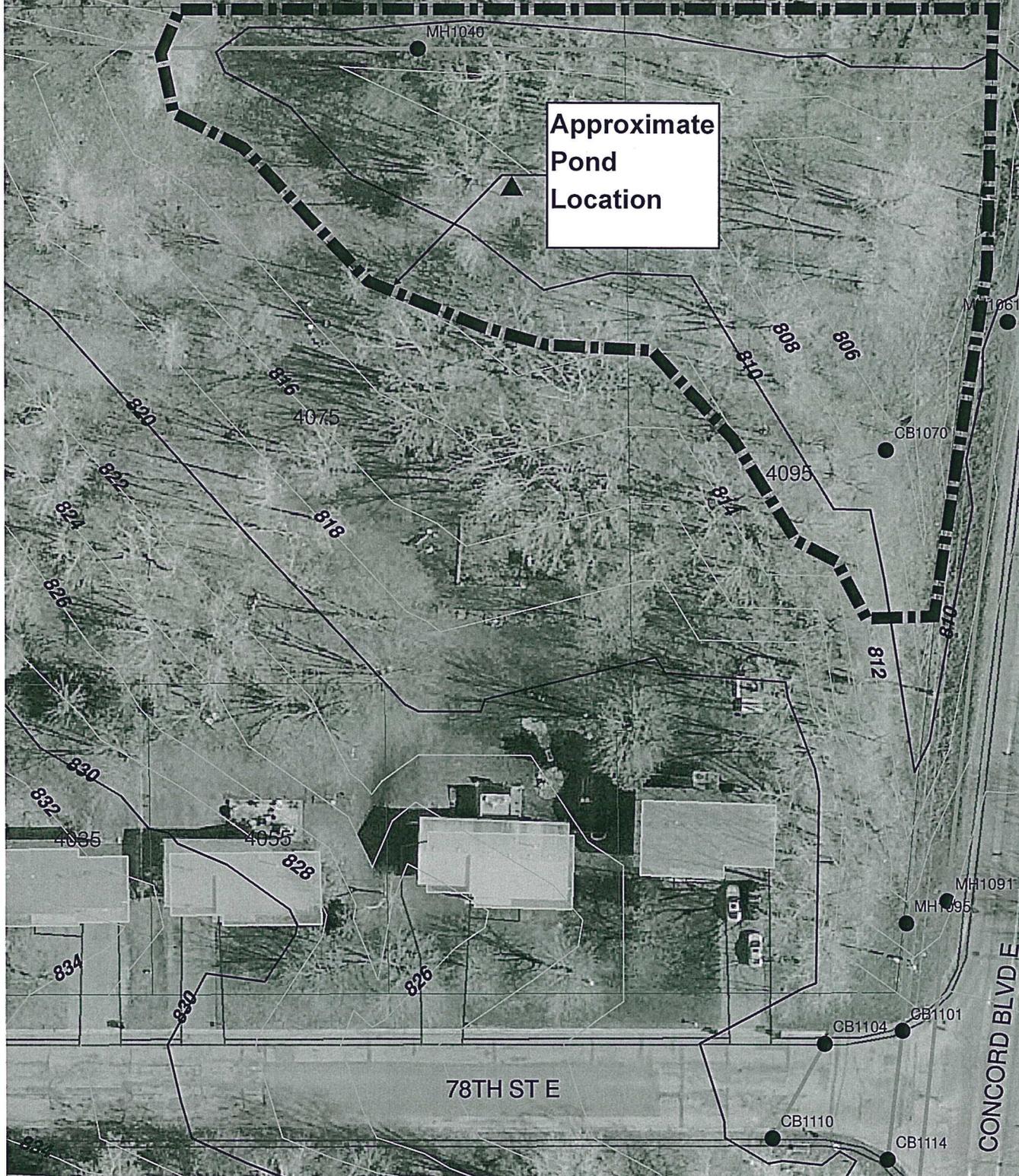


Exhibit No. 3

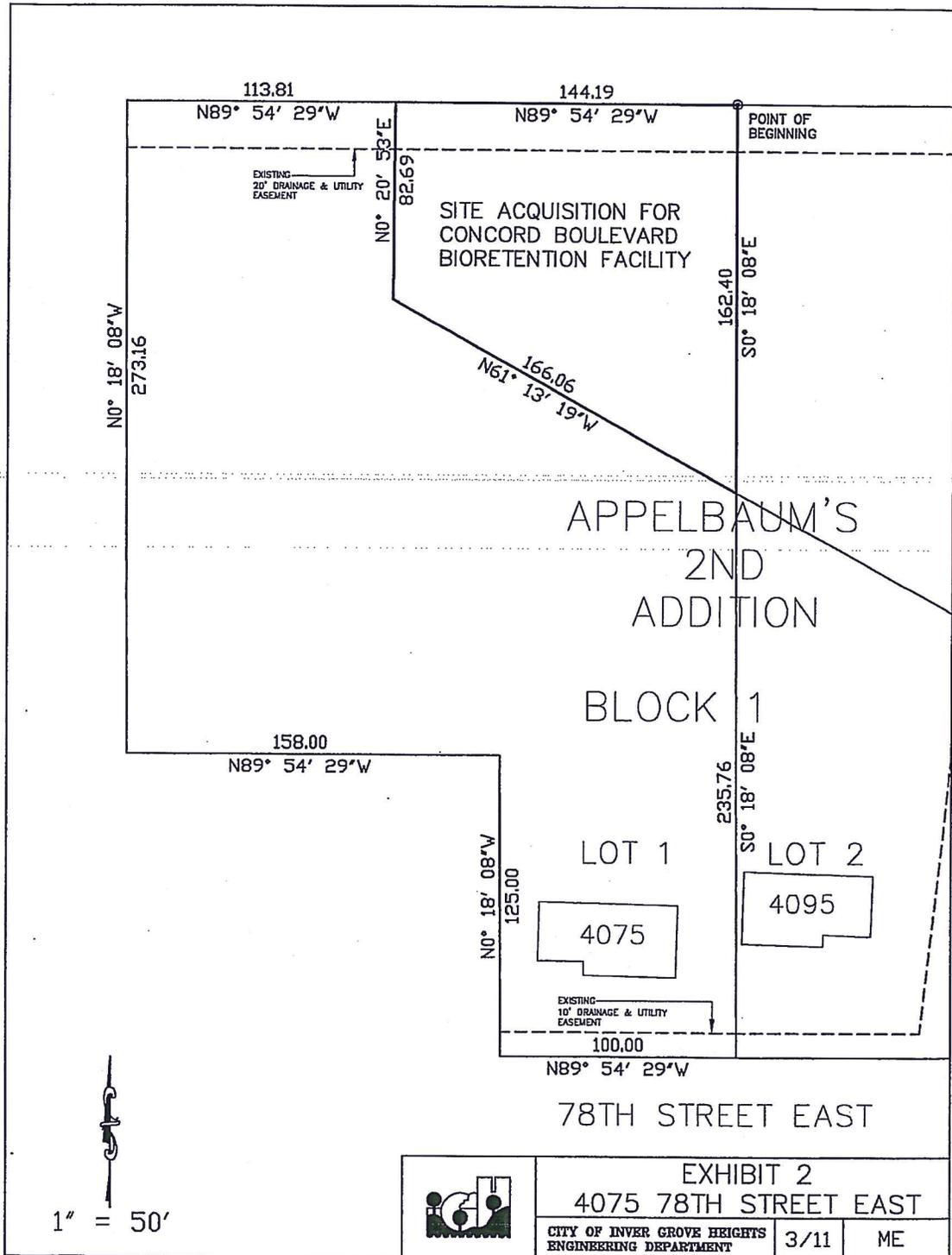
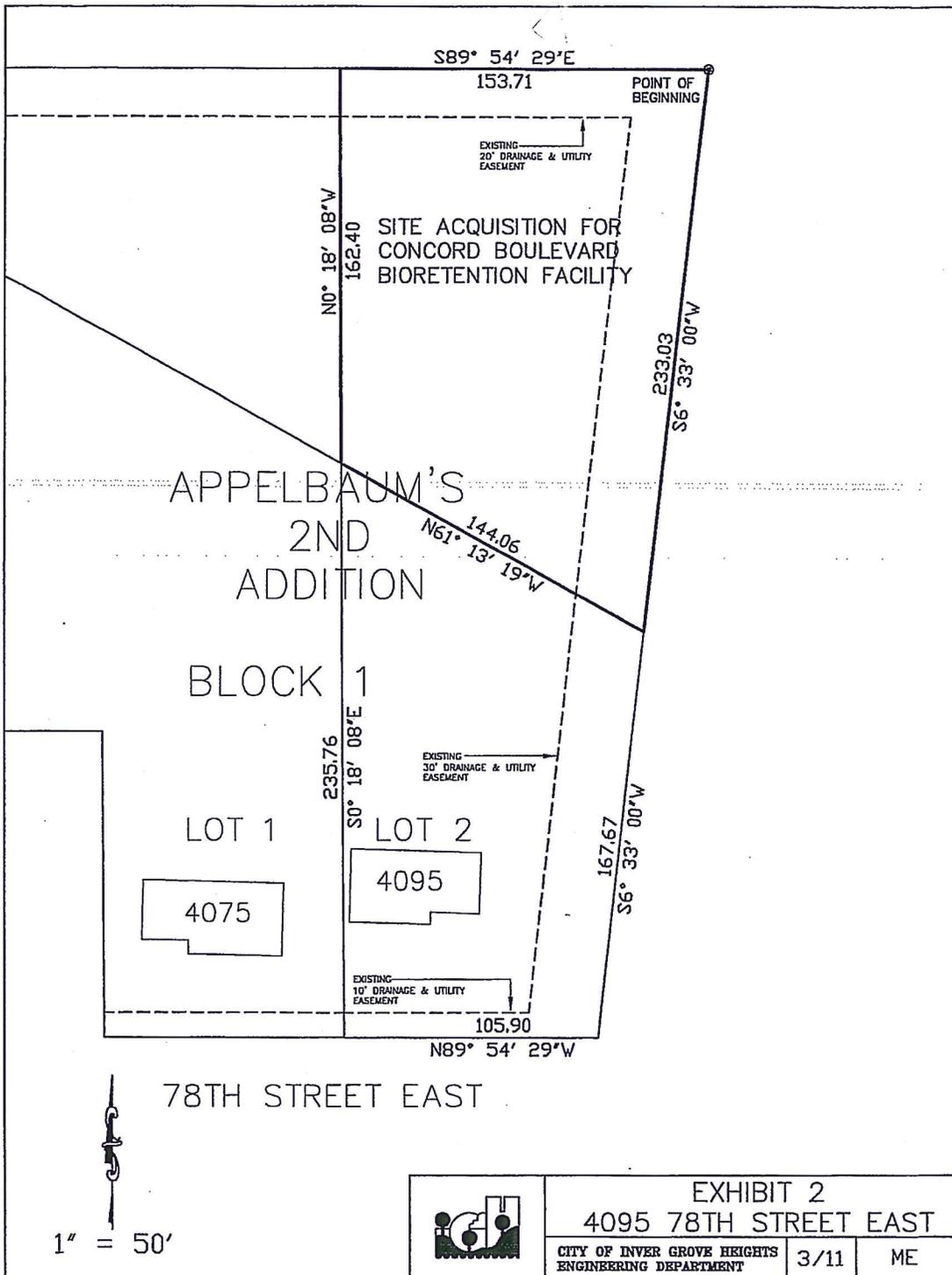


Exhibit No. 3



**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Resolution Authorizing Feasibility Report – 2012 Improvement Program, City Project No. 2011-15 – Orchard Trail Improvements**

Meeting Date: February 13, 2012  
 Item Type: Consent  
 Contact: Tom Kaldunski: 651-450-2572  
 Prepared by: Tom Kaldunski, City Engineer  
 Reviewed by: Scott Thureen, Public Works Director

*SST*

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Consider resolution authorizing preparation of a feasibility report for the 2012 Improvement Program, City Project No. 2011-15 – Orchard Trail Improvements. The project area consists of the Orchard Trail development site.

**SUMMARY**

The project area covers the Orchard Trail development which was started in 2006. This development has gone through the foreclosure process and some of the improvements required by the City have not been completed by the developers. The City has reviewed various methods of completing the public improvements for the development.

On January 23, 2012 the Council discussed this matter at its study meeting. Many of the residents in the Orchard Trail development attended the meeting. The Council reviewed a list of improvements outlined by the City Engineer to complete the project. The City Council directed staff to prepare a Council agenda item to order a feasibility study for the improvements discussed.

The improvements that were discussed consist of storm water facility grading, construction of infiltration features such as rain gardens, site grading, slope stabilization, miscellaneous erosion control and related appurtenances outlined in the City Engineer’s estimates. Private improvements would not be included in the project.

A feasibility report will be prepared to estimate project costs, funding options, and a project schedule.

I recommend approval of the attached resolution authorizing preparation of a feasibility report for the 2012 Improvement Program, City Project No. 2011-15 – Orchard Trail Improvements.

Attachments: Resolution  
 Map

**CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY**

**RESOLUTION AUTHORIZING PREPARATION OF FEASIBILITY REPORT FOR THE 2012  
IMPROVEMENT PROGRAM, CITY PROJECT NO. 2011-15 – ORCHARD TRAIL  
IMPROVEMENTS**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, it is proposed to make the following improvements:

**2012 Improvement Program, City Project No. 2011-15 – Orchard Trail  
Improvements**

The project area covers the Orchard Trail development, and includes storm water facility grading, construction of infiltration features such as rain gardens, site grading, slope stabilization, miscellaneous erosion control and related appurtenances; and

**WHEREAS**, on January 23, 2012 the Council discussed the project at its study meeting and directed staff to bring an item to the Council to order a feasibility study for the improvements discussed.

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

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

Adopted by the City Council of Inver Grove Heights, Minnesota this 13<sup>th</sup> day of February 2012.

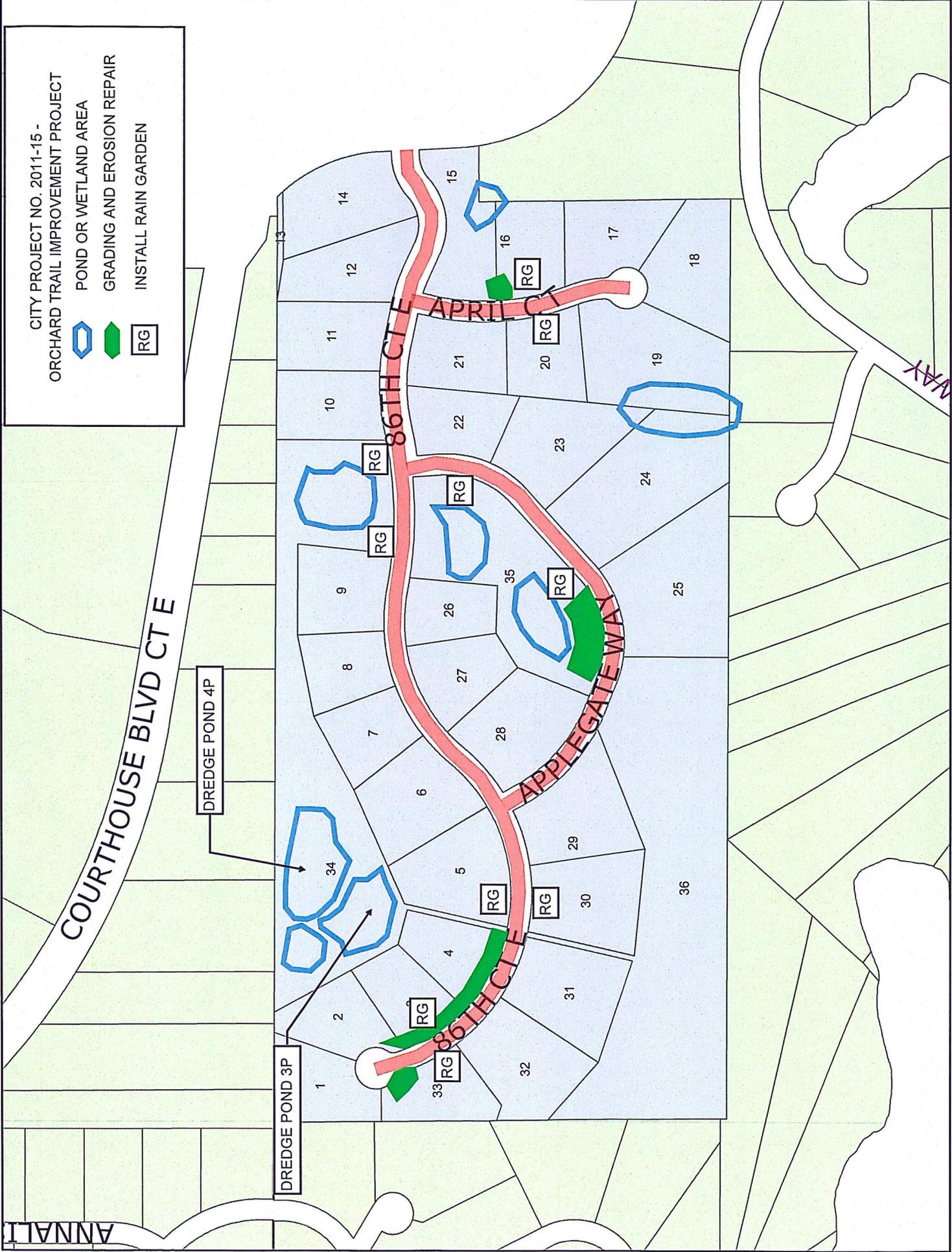
AYES:

NAYS:

ATTEST:

\_\_\_\_\_  
Melissa Rheaume, Deputy Clerk

\_\_\_\_\_  
George Tourville, Mayor



CITY PROJECT NO. 2011-15 -  
ORCHARD TRAIL IMPROVEMENT PROJECT

 POND OR WETLAND AREA

 GRADING AND EROSION REPAIR

 INSTALL RAIN GARDEN

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**CONSIDER THE 2012 SEASONAL/TEMPORARY COMPENSATION PLAN**

Meeting Date: February 13, 2012  
Item Type: Consent  
Contact: JTeppen, Asst City Admin  
Prepared by:  
Reviewed by:

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

**PURPOSE/ACTION REQUESTED** Consider the 2012 seasonal/temporary employee compensation plan.

**SUMMARY** City Ordinance provides that the City Council shall approve compensation plans for positions classified by the City each year. This includes seasonal/temporary part-time non-benefited positions.

The City traditionally sets a wage range for seasonal/temporary positions so that there is movement within a range to compensate for varying degrees of experience and education.

The ranges for these positions are based on the prevailing supply of employees within the overall job market and wage trends in the overall job market. There are just a few proposed changes; they are bolded on the attached compensation plan. These proposed changes are due to market rates and the desire to keep our rates competitive with other organizations. The changes are accounted for in budget/s.

Employees are compensated based on related experience, including any certifications that they bring to the position (First Aid, CPR, etc.). An employee may see an increase when they return to the position for a new season, or if they are employed year-round, they may receive an increase based on acquiring additional certifications, or increased levels of responsibility.

The minimum wage is currently \$7.25 per hour.

These wage ranges are unchanged form 2011.

City of Inver Grove Heights  
Temporary/Seasonal Positions

**Proposed 2012 Ranges**

Cart person	\$7.25 - \$8.00
Starter	\$7.25 – \$11.00
Ranger	\$7.25 – \$11.00
Recreation Instructor	\$7.25 - \$23.50
Recreation Official	\$7.25- \$18.00
Skating Rink Attendant	\$7.25-\$12.00
Gym Supervisor	\$7.25 - \$15.00
Concessionaire	\$7.25-\$13.50
Skate Guard	\$7.25 - \$9.50
Skate Instructor	\$7.25 – \$22.00
Skate Assistant	\$8.00-\$14.00
Fitness Worker	\$9.00 - \$13.00
Fitness Instructor	\$16.50 – \$27.00
Guest Service Worker	\$8.50 – \$12.25
Dance Instructor	\$7.25 - \$22.00
Dance Assistant	\$7.25 -\$15.00
Kids Rock Assistant	\$7.75 - \$10.25
Custodial Helper	\$7.25 - \$12.50
Engineering Helper	\$10.00 – \$14.00
Concession Shift Leader	\$10.00- \$14.50
Building Supervisor	\$9.50 - \$13.50
Kids Rock Leader	\$11.00 - \$15.00
Manager on Duty	\$11.00 - \$15.25
Ice Programs Coordinator on ice	\$22.00 - \$40.00
Child Care Worker	\$7.25 - \$13.00
Pool Attendant	\$8.00– \$11.00
Lifeguard	\$9.50-\$12.50
WSI	\$11.75-\$15.50
Lead Lifeguard	\$10.50-\$14.00
Swim Lesson Manager	\$13.75-\$18.25
Instructor Trainer	\$13.00-\$17.50
Recording Secretary	\$13.00 - \$17.00
Kids Rock Coordinator	\$15.00 - \$20.00
Non-Certified Swim Instructor	\$9.75-\$13.50
Birthday Party Host	\$7.50 - \$10.00
On-Call Clerk	\$14.00 - \$18.00

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**APPROVE COMPENSATION ADJUSTMENT FOR NON-UNION GROUP OF EMPLOYEES**

Meeting Date: February 13, 2012  
 Item Type: Consent  
 Contact: Joe Lynch  
 Prepared by:  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED** Approve a compensation adjustment for the Non-Union group of employees for 2012.

**SUMMARY** The City has four collective bargaining groups comprising clerical, technical and professional employees represented by AFSCME, maintenance employees represented by IUOE, Local 70, Police Officers represented by LELS and Police Sergeants also represented by LELS. This Non-Union group of employees are unrepresented and they are the City's supervisory and confidential employees.

Two of the four represented groups received a compensation increase in 2012 of 1% (Police and AFSCME). The Sergeants group was afforded a 1% increase on 1/1/12 and a .5% on 7/1/12. We have not yet begun to bargain with IUOE.

I recommend the Council approve the attached resolution adopting the 2012 Non-Union Compensation Plan that indicates a 1% increase in compensation for 2012. The cost of this increase is \$28,200 and it was included in the 2012 budget.

As the Council will recall, the Utilities Division personnel decertified from their Union group late in 2011. They are now included in the non-union group of personnel and are reflected on the compensation plan.

The City's health insurance contribution mirrors that of the Sergeants, Police Officers and AFSCME groups for 2012 with no additional increase in the contribution.

This compensation plan is a result of the compensation and classification system that the Council adopted in December of 2007 after completing a market study and making internal comparisons. The plan groups non-union positions into ranges with like pointed positions. Using this compensation plan, the City strives to maintain a favorable position to the marketplace from which we recruit. This proposed compensation plan is designed to keep Inver Grove Heights in a position to attract, retain and recognize employees whose knowledge, skills and abilities make them viable candidates for City positions and enable the City to reward employees for performance which meets established expectations.

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

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING 2012 COMPENSATION PLAN COVERING ALL NON-UNION  
POSITIONS

BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS AS FOLLOWS:

Whereas, the City of Inver Grove Heights desires to attract, retain and recognize employees whose knowledge, skills and abilities make them viable candidates for City positions; and

Whereas, the City of Inver Grove Heights desires to reward employees for performance which meets established expectations; and

Whereas, it is the goal of the City to compensate its employees fairly in accordance with both market and economic conditions as well as meet its statutory obligations with respect to the Comparable Worth Law; and

Whereas, the City Administrator shall approve progression within the compensation plan based on the recommendation of the supervisor who shall demonstrate that established performance goals and objectives have been satisfactorily met.

Now therefore be it resolved that the City of Inver Grove Heights hereby adopts the attached compensation plan for non-union employees for 2012 to be effective January 1, 2012.

Adopted by the City Council of Inver Grove Heights, Minnesota this 13<sup>th</sup> day of February, 2012.

Ayes:

Nays:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Rheaume, Deputy City Clerk

2012 Non-Union Compensation Plan

POSITION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Police Chief	Y	\$92,800	\$98,700	\$104,500	\$110,200	\$116,000
Public Works Director						
Community Development Director						
Parks and Recreation Director						
Finance Director						
Asst. City Administrator						
Fire Chief						
City Engineer	W	\$79,600	\$84,500	\$89,600	\$94,500	\$99,500
Lieutenant						
Golf Course Manager	V	\$73,700	\$78,400	\$83,000	\$87,600	\$92,200
Chief Building Official						
Asst. Finance Director						
Recreation Superintendent						
City Planner						
Assistant City Engineer						
Utility Superintendent						
Streets Maintenance Supt.						
Parks Maintenance Supt.						
Technology Manager						
Golf Course Superintendent	U	\$63,500	\$67,600	\$71,500	\$74,500	\$79,400
Manager of Arena and Building Maintenance Operations						
Guest Services Supervisor	T	\$54,800	\$58,300	\$61,700	\$65,100	\$68,500
Human Resources Coordinator						
Deputy City Clerk						
Asst. Golf Course Supt.	S	\$48,800	\$51,800	\$54,900	\$58,000	\$61,000
Golf Operations Coordinator						
MIS Technician						
Utility Lead Worker	R	\$54,620.80	\$56,180.80	\$57,616		
Utility Maintenance Worker	Q	\$41,649.92	\$44,253.04	\$46,856.16	\$49,459.28	\$52,062.40

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Set VMCC Ice Rates**

Meeting Date: February 13, 2012  
 Item Type: Consent Agenda  
 Contact: Eric Carlson – 651.450.2587  
 Prepared by: Eric Carlson  
 Reviewed by: Eric Carlson – Parks & Recreation

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Approve 2012-13 Ice Rates for the VMCC increasing the prime rate from \$195 to \$200.

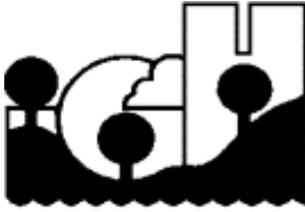
**SUMMARY**

The City Council is asked to establish ice rates each year as outlined in Section 3.1.1 of the lease agreement between the City of Inver Grove Heights and Independent School District 199 for the Armory and for the Inver Gove Heights Veteran’s Memorial Community Center (VMCC). Doing so will allow the City to charge ISD 199 for ice Time used by the boys and girls high school hockey program and physical education classes outlined in the lease

The City and School District entered into a lease for the use of the VMCC in May of 1995. The lease requires the School District to pay the City a sum of \$100,000 annually for the construction of the VMCC over a 20-year period resulting in a contribution of \$2,000,000. Additionally, the lease outlines the City can charge the School District for ice time used by the District for athletics and physical education classes.

The lease also stipules that the Community Center Advisory Committee (CCAC) consisting of the City Administrator, Finance Director, Park and Recreation Director, School District Business Manager, and Activities Director meet to discuss operational issues at the VMCC. The CCAC is charged with establishing the market rate ice time at the VMCC by using a prescribed list of area arenas to establish an “average” ice rate.

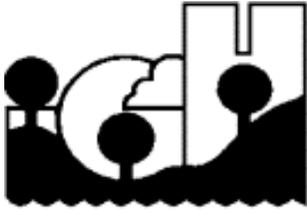
At the February 8th Park and Recreation Advisory Commission meeting the Commission adopted the presented ice time rates for 2012-2013.



City of Inver Grove Heights  
Veteran's Memorial Community Center

Rate Structure

ICE TIME	Monday – Friday		Saturday & Sunday	
	Prime	Non Prime	Prime	Non Prime
	3:00pm – 9:59pm	Before 3:00pm and after 10pm	7:00am – 8:59pm	Before 7:00am and after 9:00pm
October 1, 2012 – March 12, 2013	\$200	\$130	\$200	\$130
	Monday – Friday		Saturday & Sunday	
	Prime	Non Prime	Prime	Non Prime
	5:00pm – 8:59pm	Before 5:00pm and after 9:00pm	9:00am – 7:59pm	Before 9:00am and after 8:00pm
March 13, 2013 – September 30, 2013	\$130	\$110	\$130	\$110



City of Inver Grove Heights  
Veteran's Memorial Community Center

2012-2013  
Ice Rate Study

<b>Arena</b>	<b>2011-2012 Prime</b>	<b>2011-2012 Non- Prime</b>	<b>2012-2013 Prime Proposed</b>	<b>2012-2013 Non- Prime Proposed</b>
Cottage Grove	\$200	\$130	\$200	\$130
Eagan	\$180	\$112	\$190	\$115
Lakeville	\$212	Neg.	\$205	\$140
Rosemount	\$185	\$125	\$185	\$125
South St Paul	\$195	\$155	\$195	\$155
West St Paul	\$185	\$185	\$190	\$190
Edina	\$190	\$140	\$200	\$150
Burnsville	\$210	\$160	\$215	\$175
Minnetonka	\$180	\$180	\$185	\$185
Parade (Minneapolis)	\$175	\$140		
Average	\$191	\$133	\$196	\$152
Maximum Market Rate 5% greater than average	\$201	\$139	\$206	\$159
Current VMCC Rate	\$195	\$130		
Proposed VMCC Rate			\$200	\$130

**Notes:**

- Lease allows rate to be below market, at market, but no more than 5% above market.
- Provides users of 800 or more hours of ice between October 1<sup>st</sup> and March 10<sup>th</sup> a \$10 per hour discount.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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**Approve Agreement for Mechanical Engineering Services for the VMCC**

Meeting Date: February 13, 2012  
Item Type: Consent Agenda  
Contact: Eric Carlson – 651.450.2587  
Prepared by: Eric Carlson  
Reviewed by: Eric Carlson – Parks & Recreation

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

**PURPOSE/ACTION REQUESTED**

Approve hiring M & E Engineering in an amount not to exceed \$10,400 to perform mechanical and electrical engineering services for the 2012 HVAC projects at the VMCC. Project funding is the VMCC Operating Budget.

**SUMMARY**

The 2012 VMCC Budget includes the replacement of several pieces of HVAC equipment. Consulting services are needed to assist staff in the preparation of plans and specifications so the project can be bid. M & E Engineering providing the consulting services for the splash pool HVAC replacement and did an excellent job and within their proposal amount.

M & E Engineering has submitted a proposal to do the work for a fee of \$10,400.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Approve 2012 Sentence to Serve Contract**

Meeting Date: February 13, 2012  
 Item Type: Consent Agenda  
 Contact: Mark Borgwardt  
 Prepared by: Mark Borgwardt  
 Reviewed by: Eric Carlson

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

**PURPOSE/ACTION REQUESTED**

Approve the 2012 Contract with Dakota County for Sentence to Service Program Work Crews (STS). The contract will not exceed \$25,521.60 and is for minimum of 60 crew days of service. Parks Division to contract for 50 crew days with Streets and Utilities Divisions contracting for 5 days each. Each crew day will consist of 5-10 members working 6.5 hour days. This contract is funded out of the Park Maintenance General Fund Operating Budget.

**SUMMARY**

The approved 2012 Budget anticipates expenditure in the Parks, Streets and Utilities Divisions budgets for Sentence to Service Work Crews. The expenditure guarantees minimum of 60 crew work days for the City work and the cost is approximately \$8.72 per hour per crew member. STS usually provides extra crew days at no additional charge. In 2011 STS provided a total of 78 work crew days, 60 days which were contracted and paid for. In 2011 the STS program also provided another 8 days of crew time to assist with cleaning the VMCC hockey rink and Inver Grove Heights Days events.

The Contract for STS Work Crews can be terminated with or without cause with thirty days written notice.

Examples of work projects include: spring clean up of trash and debris in parks, along Cahill Ave., trails, sidewalks and in boulevards; painting trash containers, picnic tables, signs, benches bleachers, tunnels and the interior and exterior of buildings; landscaping, rain garden and erosion control projects; removal of invasive plant species; trimming and chipping brush and trees; cutting back along trails; mulching trees and trails; placing engineered wood fiber in playgrounds; preparation and assistance for special projects and community events like Inver Grove Heights Days; equipment and infrastructure assembly.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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Meeting Date: February 7, 2012  
Item Type: Consent  
Contact:  
Prepared by: Joe Lynch, City Administrator  
Reviewed by:

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

**PURPOSE/ACTION REQUESTED**

Approve the requested budget amendment for the Water Utility Fund for 2012.

**SUMMARY**

Enclosed is a copy of a Memorandum from Public Works Director Scott Thureen requesting a budget amendment for the Water Utility for 2012 due to the fact that we want the old southern Water system recirculation station removed prior to or during the construction of the new west Frontage road being done by MnDOT.

I recommend that the Water Utility Fund Budget for 2012 be amended by \$19,000 to accommodate this request. This will be funded from the unrestricted retained earnings from this Fund. It will not impact the bottom line of the budget .

**MEMO**

**CITY OF INVER GROVE HEIGHTS**

**TO:** Joe Lynch, City Administrator  
**FROM:** Scott Thureen  
**DATE:** February 6, 2012  
**SUBJECT:** Request for Amendment to the 2012 Water Fund (501) Operating Budget

As part of its review of the construction plans being prepared for the TH 52 West Frontage Road Extension Project that will be constructed by Mn/DOT, City staff determined that the dormant Southern Water System recirculation station located in the project area should be removed prior to the State's contractor beginning work on the frontage road project. Utilities maintenance personnel have removed the interior features, and two quotes have been obtained for the demolition of the structure. The low quote is \$18,690.00.

This "side project" came to light after the 2012 budget was set. Therefore, the Water Fund (501) Operating Budget did not include funding for the demolition of the structure.

I request that the 2012 Water Fund (501) Operating Budget, line item .40042, be increased by \$19,000, to \$266,500. This will increase the total 2012 budget for the Water Operating Fund to \$3,420,300. The funds shall be transferred from the unrestricted retained earnings.

cc: Jim Sweeney, Utilities Superintendent  
Shannon Battles, Accountant

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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**Approve Funding for Property Acquisition From the Park Acquisition and Development Fund**

Meeting Date: February 13, 2012  
Item Type: Consent Agenda  
Contact: Eric Carlson – 651.450.2587  
Prepared by: Eric Carlson  
Reviewed by: Eric Carlson – Parks & Recreation

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Approve funding for the acquisition of property owned by Mr. Larry Kladek to be funded from the Park Acquisition and Development Fund.

**SUMMARY**

The City of Inver Grove Heights is pursuing the purchase of property from Mr. Larry Kladek for future trail connections between the Rock Island Swing Bridge and the Mississippi River Regional Trail. The City began eminent domain proceedings and there is a court hearing on Monday, February 13<sup>th</sup> in which the City will need to deposit \$56,484 with the District Court. The Council is asked to approve of the funding source of the Park Acquisition and Development Fund.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Meeting Date: February 13, 2012  
 Item Type: Consent  
 Contact: Lt. Sean Folmar (651) 450-2465  
 Prepared by: Lt. Sean Folmar  
 Police Department  
 Reviewed by: Chief Larry Stanger  
 Chief of Police

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

**PURPOSE/ACTION REQUESTED:**

Approve resolution authorizing support of Dakota Counties All Hazard Mitigation Plan..

**SUMMARY:**

The Disaster Mitigation Act of 2000 requires counties and cities to prepare All-Hazards Mitigation Plans every five years. Plans must address potential natural and manmade hazards and develop mitigation strategies to reduce the impacts of hazard events both in dollars and lives saved. Counties and cities must have an approved and adopted plan to be eligible for both federal disaster relief and mitigation project grant dollars.

The first All Hazards Mitigation Plan was approved by the Minnesota Department of Homeland Security and Emergency Management (HSEM) and the Federal Emergency Management Agency (FEMA) in 2006. Since early 2010, City staff has been working with Dakota County to coordinate the required 5-year update to the All Hazards Mitigation Plan. The City has participated in the planning process and developed its own mitigation strategies as part of the multi-jurisdictional plan.

The draft All Hazards Mitigation Plan has been submitted to both HSEM for initial review and comment. County staff received HSEM comments and incorporated them into the Plan. No public comments were received after posting the Plan on the County’s website. No public hearing is required under the federal guidance documents. This final draft of the Plan was then submitted to HSEM and FEMA for final review. The County received notification of approval of the Plan pending adoption from HSEM and FEMA on December 29, 2011. FEMA commented that it is an excellent Plan, easy to use, strongly organized and well-illustrated. All participating communities must adopt the approved plan within one year of HSEM and FEMA approval.

Staff is recommending that the City Council adopt the 2011 update to the All Hazard Mitigation Plan and authorize submittal of the resolution of adoption to Dakota County for submission to HSEM.

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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION TO PARTICIPATE IN ALL HAZARD MITIGATION PLANNING  
PROCESS**

**WHEREAS**, the County of Dakota coordinated preparation of an initial multi-jurisdiction all-hazard mitigation planning process as established under the Disaster Mitigation Act of 2000; and

**WHEREAS**, Dakota County and cities within the County participated in drafting the initial plan which was approved and adopted in 2006; and

**WHEREAS**, federal law requires the plan be updated every five years; and

**WHEREAS**, the Act requires public involvement and local coordination among local units of government as part of the planning process; and

**WHEREAS**, the plan must include descriptions of land uses and development trends, risk assessment including past hazards, hazards that threaten the county, maps of hazards, and estimates of structures at risk; and

**WHEREAS**, the plan must include a mitigation strategy including goals and objectives and an action plan identifying specific mitigation projects and costs, in addition to ; and a maintenance or implementation process including plan updates, integration of the plan into other planning documents, and public education components; and

**WHEREAS**, approval of the all hazard mitigation plan update will continue the County's and participating community's eligibility to receive federal disaster relief and mitigation program project grants; and

**WHEREAS**, Dakota County and participating communities have one year to adopt the Plan once the Plan is approved by FEMA; and

**WHEREAS**, HSEM and FEMA have approved the Plan pending adoption; and

**WHEREAS**, the City of Inver Grove Heights participated in the planning process to update the plan and develop mitigation strategies, that are included in the plan.

**NOW THEREFORE BE IT RESOLVED**, that the City of Inver Grove Heights hereby adopts the Dakota County All Hazard Mitigation Plan that has been approved pending adoption by HSEM and FEMA and authorizes submittal of the resolution of adoption to Dakota County for submission to HSEM.

Adopted by the City Council of the City of Inver Grove Heights this 13<sup>th</sup> day of February, 2012.

Ayes:

Nays:

Attest:

\_\_\_\_\_  
George Tourville, Mayor

\_\_\_\_\_  
Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Approval of Individual Massage Therapist License – Lizabeth Bjelke**

Meeting Date: February 13, 2012  
 Item Type: Consent  
 Contact: 651-450-2513  
 Prepared by: Melissa Rheaume  
 Reviewed by: N/A

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

**PURPOSE/ACTION REQUESTED:** Consider approval of an application by Lizabeth Bjelke for an individual massage therapist license.

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

Staff recommends approval of the application by Lizabeth Bjelke for an individual massage therapist license to contract for service at All About...Me! 2910 Upper 55<sup>th</sup> St.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Approval of Individual Massage Therapist License – Angela White**

Meeting Date: February 13, 2012  
 Item Type: Consent  
 Contact: 651-450-2513  
 Prepared by: Melissa Rheame  
 Reviewed by: N/A

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

**PURPOSE/ACTION REQUESTED:** Consider approval of an application by Angela White for an individual massage therapist license.

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

Staff recommends approval of the application by Angela White for an individual massage therapist license to contract for service at All About...Me! 2910 Upper 55<sup>th</sup> St.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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**SCHEDULE PUBLIC HEARING – 3.2 Off Sale Liquor License**

Meeting Date: February 13, 2012  
Item Type: Consent  
Contact: 651.450.2513  
Prepared by: Melissa Rheaume  
Reviewed by: N/A

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED:**

Schedule public hearing on February 27, 2012 at 7:00 p.m. to consider the application of Pilot Travel Centers LLC dba Pilot Travel Center #581 for a 3.2 Off-Sale Liquor License for premises located at 11650 Courthouse Boulevard.

**SUMMARY:**

Pilot Travel Centers LLC purchased the business located at 11650 Courthouse Boulevard and submitted an application for a 3.2 Off-Sale Liquor License. The Police Department will conduct the requisite background investigation on the applicant and the findings will be presented at the public hearing.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**SCHEDULE PUBLIC HEARING – Temporary On-Sale Intoxicating Liquor License**

Meeting Date: February 13, 2012  
 Item Type: Consent  
 Contact: 651.450.2513  
 Prepared by: Melissa Rheame  
 Reviewed by: N/A

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED:**

Schedule public hearing on February 27, 2012 at 7:00 p.m. to consider the application of St. Patrick’s Catholic Church for a Temporary On-Sale Intoxicating Liquor License for premises located at 3535 72<sup>nd</sup> Street East.

**SUMMARY:**

St. Patrick’s Catholic Church submitted an application for a One-Day Temporary On-Sale Intoxicating Liquor License for an event to be hosted at the Church on April 27, 2012. As Council will recall, the City Code was amended last October to allow for the issuance of temporary on-sale intoxicating liquor licenses to qualified organizations for a period not to exceed four consecutive days. Council is required to hold a public hearing to consider approval of the license.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**SCHEDULE PUBLIC HEARING – Pawnbroker’s License Application**

Meeting Date: February 13, 2012  
 Item Type: Consent  
 Contact: 651.450.2513  
 Prepared by: Melissa Rheaume  
 Reviewed by: N/A

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED:**

Schedule public hearing on February 27, 2012 at 7:00 p.m. to consider the application of Pawn America of Minnesota, LLC dba Pawn America for a pawnbroker’s license for premises located at 5300 South Robert Trail.

**SUMMARY:**

Pawn America submitted an application for a pawnbroker’s license to operate a location within the City. City Code requires that Council conduct a public hearing to consider approval of the license. The Police Department will review the application and conduct the requisite background investigation. The findings of the investigation will be presented at the public hearing.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**CONSIDER AWARDING CONTRACT FOR CUSTODIAL SERVICES**

Meeting Date: February 13, 2012  
 Item Type: Consent  
 Contact: Jenelle Teppen/Eric Carlson  
 Prepared by: JTeppen/ECarlson  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED** Consider awarding a two-year contract for Custodial Services.

**SUMMARY** As the Council will recall, an RFP was recently issued for Contract Custodial Services. Following the resignation of the Manager of Building and Operations at the VMCC, staff evaluated funding and job tasks and responsibilities to ensure that both the needs of the various buildings were being met, and the needs of the public and staff. We've proposed a different model than we had previously, and have discussed this with the City Council.

Current staff at the VMCC will have their positions descriptions revised to reflect a broader operational, maintenance and custodial attitude, rather than specifically custodial. Current staff at City Hall will have a different position description as well, that will include grounds maintenance (of City Hall only). Currently, the Public Works Maintenance building is cleaned with overtime hours, and the Fire Stations are cleaned under the contract of an individual. No current full-time staff member will lose their job by contracting for custodial services.

RFP's were returned, and staff has reviewed them, contacted references, and then met with four of the firms. Following are the firms and their proposed amounts for both 21012 and 2013 (in order of low to high):

	<b>North American Cleaning Corp.</b>	<b>Linn</b>	<b>Perfection Plus</b>	<b>Common Sense</b>
<b>2012</b>	\$79,460.00	\$94,922.62	\$96,913.00	\$105,200.20
<b>2013</b>	\$95,352.00	\$116,754.82	\$114,659.00	\$129,396.09

	<b>Triangle</b>	<b>Coverall</b>	<b>ABM</b>
<b>2012</b>	\$109,742.50	\$112,817.50	\$127,163.29
<b>2013</b>	\$135,280.00	\$135,381.00	\$155,647.86

We asked Linn, Perfection Plus, Common Sense and Triangle to come for a brief interview to ask questions not covered in the RFP and to gauge their responses to customer service, responsiveness and their ability to become a partner with the City in this service.

North American (the low bidder) didn't provide current references, and Coverall and ABM were at the high end of the responses, and thus were not asked to participate in an interview.

We had previously estimated that contracted custodial services would cost approximately \$137,722, and \$50,000 was included in the 2012 City Facilities budget to cover additional custodial work given the completion of the Public Safety/City Hall. By eliminating the Manager of Building and Operations position, and reducing seasonal/temporary hours (which is

achievable if the current staff is moved to daytime hours), the overall savings is approximately \$70,000.

We haven't included the Fire Stations in this proposal. The Fire Stations are currently being cleaned by a local contractor and they are able to provide that service to the City's satisfaction. If at a time in the future when that contractor no longer wishes to clean the Fire Stations, or if for some reason the City becomes dissatisfied with the service, we could include those locations under this contract for an additional amount.

The City Attorney's office has draft a contract and the contractor will be required to supply appropriate insurance certificates, employee background checks etc. The contractor is prepared to begin providing service on March 1<sup>st</sup> and our existing staff is ready for the March 1<sup>st</sup> transition as well.

After interviewing representatives of each of the four firms, and again reviewing their proposed prices, Staff recommends that the Council consider awarding the bid to Common Sense for 2012 and 2013. While Common Sense isn't the lowest, after the interviews we felt that Common Sense's overall approach, their attitudes towards customer service, the training of their employees, and their responsiveness to the clients was the best fit for our organization.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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**Approve the Purchase of Custodial Equipment and Supplies**

Meeting Date: February 13, 2012  
Item Type: Consent Agenda  
Contact: Eric Carlson – 651.450.2587  
Prepared by: Eric Carlson/Jenelle Teppen  
Reviewed by: Eric Carlson/Jenelle Teppen

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

**PURPOSE/ACTION REQUESTED**

Award the purchase of custodial equipment and supplies to Hillyard in the amount not to exceed \$44,000. Funding is from the City Facilities Fund and the Community Center Operating Budget.

**SUMMARY**

Two quotes were received for the purchase of necessary custodial equipment and supplies. The equipment and supplies are necessary to keep our city facilities clean and attractive and to facilitate the contracted custodial services. The two quotes are as follows:

Hillyard	\$39,860.77
Twin City Janitor Supply	\$51,537.00

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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PERSONNEL ACTIONS

Meeting Date: February 13, 2012  
Item Type: Consent  
Contact: Jenelle Teppen, Asst. City Admin  
Prepared by: Amy Jannetto, H.R. Coordinator  
Reviewed by: n/a

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

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

Please confirm the seasonal/temporary employment of: Malorie Larsen and Nicole McNamara.

Please confirm the employment of: Eric Resnikoff, Firefighter.

Please confirm the promotion of: Kasey Schrandt, Police Sergeant.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**DAKOTA COUNTY CDA – Case No. 10-27CS**

Meeting Date: February 13, 2012  
 Item Type: Regular  
 Contact: Heather Botten 651.450.2569  
 Prepared by: Heather Botten, Associate Planner  
 Reviewed by: Planning, Engineering

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

**PURPOSE/ACTION REQUESTED**

Consider the following requests for property located on the 8200 block of College Trail;

- a) Resolution approving a **Final Plat** of East Campus Second Addition.
  - Requires a 3/5<sup>th</sup>'s vote
- b) Resolution approving a **Conditional Use Permit** for a 24 unit multiple family development.
  - Requires a 4/5<sup>th</sup>'s vote.
- c) Resolution approving a **Conditional Use Permit** to exceed 25% impervious surface coverage in the Shoreland Overlay District.
  - Requires a 4/5<sup>th</sup>'s vote.
- d) Resolution approving a **Variance** from internal building setbacks and minimum road width.
  - Requires a 3/5<sup>th</sup>'s vote.
  - 60-day deadline: March 6, 2012 (second 60-days)

**SUMMARY**

Dakota County Community Development Agency (CDA) is proposing a 24 unit multiple-family development. The property is currently zoned and guided for multiple-family residential. The proposed plat consists of one lot on 2.92 acres of land. The proposed 24 units will result in an overall density of 8.2 units per acre. Park dedication will be required and staff is requesting a 10 foot trail easement along the south property line to be used for a future trail. The entire property is within the Shoreland Overlay District; therefore impervious surface coverage is limited to 25% of the lot but may be increased by conditional use provided the City has an approved stormwater management plan affecting the subject site. In this case the proposed property improvements would total about 40% impervious surface, and the applicant is working with the City to approve a stormwater management plan for the parcel. The first variance is to allow a 20 foot private roadway whereas 30 feet is required. Parking would be prohibited along the proposed road. Staff and the Fire Marshal are comfortable with the loop layout design being proposed. The second variance being requested is to allow a 42 foot building separation whereas 60 feet is required. The applicant is providing a recreation area/tot lot to the west of Building 2 and staff feels there is ample area between the units.

Setbacks from the property line are met or exceeded. Parking requirements have been met and the proposed landscaping is over double the minimum amount required.

Planning Staff: Based on the information provided staff recommends approval of the plat, conditional use permits, and variances with the conditions listed in the attached resolutions.

Planning Commission: Recommended **approval** of the requests at their January 17, 2012 meeting with the conditions listed in the attached resolutions (7-0).

Attachments: Resolutions  
Planning Commission Recommendation  
E-mail from Resident  
Planning Staff Report

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

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING A FINAL PLAT FOR A ONE LOT SUBDIVISION TO BE  
KNOWN AS EAST CAMPUS SECOND ADDITION**

**CASE NO. 10-27CS  
(Dakota County CDA)**

**WHEREAS**, a final plat application has been submitted to the City for property legally described as;

**Outlot B, East Campus, Dakota County, Minnesota**

**WHEREAS**, a public hearing concerning the plat was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on January 17, 2012;

**WHEREAS**, the final plat application conforms to all applicable zoning and subdivision regulations (City Code Sections 10-13A and 11-1) and other standards applied by the City in the platting of property.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that**, the Final Plat for East Campus Second Addition is hereby approved with the following conditions:

1. The final plat and accompanying site plans shall be in substantial conformance with the plans on file with the Planning Department except as may be modified by the conditions below.

2. Prior to release of the final plat, the applicant shall enter into an Improvement Agreement and Stormwater Facility Maintenance Agreement with the City addressing the responsibilities and maintenance of the stormwater systems, escrows, and other pertinent performance standards.
3. A park dedication fee equal to \$3,950 per unit ( $24 \times \$3,950 = \$94,800$ ) shall be paid to the City prior to release of the final plat.

**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.

Passed this 13<sup>th</sup> day of February, 2012.

AYES:

NAYS:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Rheaume, Deputy Clerk

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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO CONSTRUCT A  
MULTIPLE FAMILY DEVELOPMENT**

**CASE NO. 10-27CS  
(Dakota County CDA)**

**WHEREAS**, an application for Conditional Use Permit has been submitted for the property legally described as:

**Lots 1, Block 1, East Campus Second Addition, Dakota County, Minnesota,  
according to the recorded plat thereof**

**WHEREAS**, a conditional use permit was submitted to allow a 24-unit multiple-family development;

**WHEREAS**, the aforescribed property is zoned R-3C, Multiple-family Residential;

**WHEREAS**, the request has been reviewed against Title 10, Chapter 3, Article A, Section 10-3A-5 regarding the criterion for a Conditional Use Permit such as consistency with the Comprehensive Plan, conformity with the Zoning Ordinance and compatibility with adjacent properties, among other criteria, the request meets all of the minimum standards;

**WHEREAS**, a public hearing concerning the conditional use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on January 17, 2012;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS**, that a Conditional Use Permit to allow a 24-unit multiple-family development is hereby approved with the following conditions:

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

Building Elevations	dated 11/07/11
Civil Plan Set	dated 11/07/11
Landscaping	dated 11/07/11
2. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
3. The developer shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence. Prior to commencement of any grading, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer.
4. The owner shall secure a building permit for the retaining walls and meet all conditions required by the Chief Building Official.
5. A 10 foot trail easement for a future trail/sidewalk shall be dedicated to the City along the south boundary line.
6. No parking signs shall be posted along the 20 foot wide areas of the internal roads.
7. All final development plans shall be subject to the review and approval of the City Fire Marshal.
8. A Stormwater Facility Maintenance Agreement shall be prepared by the City Attorney and executed by both the City and the property owner to ensure long term maintenance of the facilities.
9. An Improvement Agreement shall be prepared by the City Attorney and executed by both the City and the property owner to address responsibilities and maintenance of the different storm water systems, to obtain a letter of credit for performance, and to obtain an engineering escrow for engineering staff and emergency erosion control expenses.

**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 13<sup>th</sup> day of February, 2012.

AYES:

NAYS:

ATTEST:

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George Tourville, Mayor

---

Melissa Rheaume, Deputy Clerk

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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO EXCEED 25%  
IMPERVIOUS SURFACE IN THE SHORELAND OVERLAY DISTRICT**

**CASE NO. 10-27CS  
(Dakota County CDA)**

**WHEREAS**, an application for Conditional Use Permit has been submitted for the property legally described as:

**Lots 1, Block 1, East Campus Second Addition, Dakota County, Minnesota,  
according to the recorded plat thereof**

**WHEREAS**, the request is to allow 40% impervious coverage, exceeding the 25% maximum impervious coverage allowed in the shoreland overlay district;

**WHEREAS**, the maximum impervious surface may be increased by conditional use provided the City has approved and implemented a stormwater management plan affecting the subject site;

**WHEREAS**, the aforescribed property is zoned R-3C, Multiple-family Residential;

**WHEREAS**, the underlying zoning district of R-3C allows 40% impervious surface on the property;

**WHEREAS**, the request has been reviewed against Title 10, Chapter 3, Article A, Section 10-3A-5 regarding the criterion for a Conditional Use Permit such as consistency with the Comprehensive Plan, conformity with the Zoning Ordinance and compatibility with adjacent properties, among other criteria, the request meets all of the minimum standards;



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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING A VARIANCE ALLOWING A PRIVATE ROADWAY  
WIDTH LESS THAN 30 FEET AND A VARIANCE FROM THE MINIMUM  
SETBACK REQUIREMENTS BETWEEN STRUCTURES**

**CASE NO. 10-27CS  
(Dakota County CDA)**

**WHEREAS**, an application for two variances has been submitted for the property legally described as:

**Lots 1, Block 1, East Campus Second Addition, Dakota County, Minnesota,  
according to the recorded plat thereof**

**WHEREAS**, an application has been received for a Variance to allow a private roadway to be 20 feet in width for a portion of the drive area whereas 30 feet is the minimum requirement;

**WHEREAS**, an application has been received for a Variance to allow a 42 foot building separation whereas 60 feet is required;

**WHEREAS**, the aforescribed property is zoned R-3C, Multiple-family Residential;

**WHEREAS**, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4:D.;

**WHEREAS**, the City of Inver Grove Heights Planning Commission reviewed the request on January 17, 2012 in accordance with City Code 10-3-3:C.;

**WHEREAS**, the requested variances are in harmony with the general purposes and intent of the city ordinance and is consistent with the comprehensive plan. The proposed road width and building separation would not have a negative impact on the surrounding properties. The applicant is proposing to utilize the property in a reasonable manner. Additionally, the project provides for affordable and workforce housing which is a key component of satisfying the City's affordable housing standards set by the Metropolitan Council.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS**, that a variance to allow a private road width less than 30 feet and a building separation less than 60 feet is hereby approved with the following conditions:

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

Building Elevations	dated 11/07/11
Civil Plan Set	dated 11/07/11
Landscaping	dated 11/07/11
2. No parking signs shall be posted along the 20 foot wide areas of the internal roads.
3. All final development plans shall be subject to the review and approval of the City Fire Marshal.

**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 13<sup>th</sup> day of February, 2012.

\_\_\_\_\_  
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:** January 17, 2012

**SUBJECT: DAKOTA COUNTY CDA – CASE NO. 10-27CS**

**Reading of Notice**

Commissioner Simon read the public hearing notice to consider the request for a final plat for a one lot subdivision, a conditional use permit to construct a 24 unit multi-family development, a conditional use permit to exceed 25% impervious surface coverage in the shoreland overlay district, a variance from the internal private roadway minimum width, and a variance from the minimum setback requirement between two buildings for the property located east of Blaine Avenue, along College Trail. 17 notices were mailed.

**Presentation of Request**

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that Dakota County Community Development Agency (CDA) is proposing a 24 unit multiple family affordable/workforce housing project. The property is currently zoned and guided for multiple family residential. The proposed plat consists of one lot on 2.92 acres of land. The proposed 24 units will result in an overall density of 8.2 units per acre. Park dedication will be required and staff is requesting a 10 foot trail easement along the south property line to be used for a future trail. The proposed development will have 13 guest parking spaces. The entire property is within the Shoreland Overlay District; therefore impervious surface coverage is limited to 25% of the lot but may be increased by conditional use provided the City has an approved stormwater management plan affecting the subject site. In this case the proposed property improvements would total about 40% impervious surface, and the applicant is working with the City to approve a stormwater management plan for the parcel. The DNR has received the plans but the City has received no comment from them. The first variance is to allow a 20 foot private roadway whereas 30 feet is required. Parking would be prohibited along the proposed road. Staff and the Fire Marshal are comfortable with the loop layout design being proposed. The second variance being requested is to allow a 42' building separation whereas 60 feet is required. The applicant is providing a recreation area/tot lot to the west of Building 2 and staff feels there is ample area between the units. Staff recommends approval of the request with the conditions listed in the report.

Commissioner Simon stated typically the fire marshal required two entrances to a development.

Mr. Hunting agreed, stating in this instance, however, the fire marshal was comfortable with the proposed arrangement.

Commissioner Simon asked if the proposed development could utilize the existing semi-driveway on the Granite Bluff property.

Mr. Hunting stated there were no cross access easements put in place in regards to that driveway so the CDA will not be using that access. However, it would likely give the fire

department another means of getting a truck or hose to other parts of the complex if needed.

Commissioner Simon asked if the apartment complex to the west was still owned by the college.

Mr. Hunting replied he did not believe it was.

Commissioner Lissarrague asked when the subject property was rezoned to R-3C.

Mr. Hunting replied 1987.

Commissioner Lissarrague asked if the homes in the area were built before or after the 1987 rezoning.

Mr. Hunting replied that most of the nearby residential units were built after the rezoning to multiple family housing had occurred.

Commissioner Wippermann asked who would enforce the no parking regulations on the internal roadway.

Mr. Hunting replied that no parking signs would be posted per the Fire Marshal and the City would enforce the parking through its fire code requirements.

Commissioner Lissarrague asked if the issues mentioned in a letter from a neighbor in regards to Granite Bluff Apartments were on-going.

Mr. Hunting replied he was not sure as Planning staff had no involvement with those types of issues.

Commissioner Wippermann asked for clarification that Granite Bluff Apartments was not operated by the CDA.

Mr. Hunting replied it was not.

Chair Bartholomew asked how long the typical timeframe was for a response from the DNR.

Mr. Hunting stated the DNR should respond within 60 days, but typically the City would receive a response only if they had questions or comments. Staff is assuming they have no issues since they did not forward on a response.

Chair Bartholomew asked what would happen if a response was received after the 60 day period.

Mr. Hunting replied that staff would likely review their comments; however, the DNR does not have approval authority and the City is not obligated to meet their request.

### **Opening of Public Hearing**

The applicant, Kari Gill, Dakota County CDA, explained that the CDA is proposing this development to help further their mission of providing workforce housing opportunities. She

stated the site is appealing because of its proximity to the college and the demand for affordable housing in Inver Grove Heights. Construction is expected to begin in 2013 and be completed in 2014. Ms. Gill explained that the CDA creates a public/private partnership for the purpose of developing workforce housing for moderate income families. The CDA would be the developer and property manager for the site. They have constructed 19 such developments throughout Dakota County with two of those being in Inver Grove Heights. She stated there are approximately 540 households on the waiting list for the two developments in Inver Grove Heights. Ms. Gill explained the income guidelines, and advised that the rent in similar developments was \$630-\$685 per month. She advised that the CDA does extensive screening, including rental, credit and criminal background checks. They also have an onsite resident caretaker to assist with property management.

Chair Bartholomew asked if the applicants were in agreement with the ten conditions listed in the report.

Ms. Gill replied in the affirmative.

Commissioner Lissarrague asked what the rate of vacancy was at the CDA's two existing multi-family housing developments in Inver Grove Heights.

Ms. Gill replied they have no vacancies as there are 540 families on the waiting list.

Commissioner Lissarrague asked what the vacancy rate was for Granite Bluff Apartments.

Ms. Gill replied that she was unsure as it was not owned or managed by the CDA. She added that the CDA's policy requires that not all of the adults in the household can be full-time students.

Commissioner Wippermann asked why the property owner in the staff report was listed as Inver Hills Family Limited Partnership.

Ms. Gill replied that each development has a unique name but the CDA is the general partner and is hired to manage the property. The limited partner in most cases is US Bank, who is 99.9% owner.

Commissioner Wippermann asked if the tenants would be required to sign a lease with regulations in regards to storage, parking, etc.

Ms. Gill replied in the affirmative, stating they have a very extensive lease and they enforce the requirements.

Chair Bartholomew asked for clarification of garage storage.

Ms. Gill stated they do not want residents filling their garage with so much storage that their vehicle cannot fit inside. They depend on their resident caretaker to ensure residents are using their garages for parking. The CDA also does annual inspections of the individual units.

Commissioner Hark asked if each unit would be responsible for their own garbage.

Ms. Gill stated the CDA contracts for the trash service and it is included in the rent. Each unit has bins that are kept in the garage and pulled out on trash day.

Jim Riley, 8255 College Trail, stated his experience is that tenants of CDA housing are typically very respectful of their neighbors as they do not want to get evicted. He stated he does have a concern, however, about the safety of College Trail. He stated it should be improved and widened and a walking path should be added prior to construction of the development. He stated he was concerned about the potential for school children to cross private property to get to the middle school and high school. He stated he did not see a hardship and asked if one was still required for a variance.

Chair Bartholomew advised that the variance criteria recently changed and a hardship is no longer required.

Commissioner Hark asked staff to address the future plans for College Trail.

Mr. Hunting stated the improvement of College Trail is in the 5 year CIP but it would likely occur within three years. It will be reconstructed back to the same design, a two-lane rural road as that is all the traffic volumes are suggesting. At the same time they will be extending and constructing the trail along the north side of College Trail.

Tom Link, Community Development Director, advised that the timing of road construction and improvements was under the purview of the City Council and he suggested the issue be raised at the City Council meeting.

Chair Bartholomew noted that the City Council would also be made aware of the concerns through the Planning Commission minutes. He stated he thought there was a walking trail to the north of the subject property heading to the school.

Mr. Hunting stated he was unsure, but noted that the subject property directly abuts the school property to the north.

Commissioner Simon stated Exhibit A showed what appeared to be a walking path from the north end of the subject property to the school. She asked for clarification of the location of the proposed walking trail on College Trail.

Mr. Hunting advised the trail would be constructed on the north side of College Trail and tie in with the existing trail in front of the senior project on Broderick and College Trail.

Tom Hillstrom, 8425 Brewster Avenue, stated he was not aware of any groomed trails from this property to the school. He stated that the owner of 8215 College Trail had at one time requested to expand his driveway and was denied as he would be filling in the watershed. Therefore, he questioned why an exception would be made for this property to exceed 25% impervious surface coverage in the watershed area, and stated he felt the 20 foot wide roadway would be problematic.

Jim Zentner, 8004 Delano Way, Chair of the Inver Grove Heights Housing Committee, stated

the Committee supported the request as there is a strong need in the City for workforce housing. He stated the Comprehensive Plan outlines this need and he feels the City has an obligation to try to fulfill it. The Housing Committee is hoping that tenants of this type of housing would eventually purchase homes in Inver Grove Heights as their earnings increase. He stated neighboring residents should take comfort in the knowledge that CDA projects are well managed and well governed. He supported improvements to College Trail and stated an important benefit of this location is that public transit is available.

Cameron Kruse, 588 Sutcliffe Circle, Mendota Heights, spoke in favor of the proposed project, stating the CDA does an excellent job of design, construction, and management. He advised he is a member of a ministry team at Amazing Grace Lutheran Church at 71<sup>st</sup> and South Robert Trail which has been involved in and concerned about the availability of workforce housing in northern Dakota County for the last ten years.

### **Planning Commission Discussion**

Commissioner Simon asked if any retaining walls would be constructed on the property.

Kim Bretheim, LHB Architects, replied a retaining wall will be constructed along the east property line as well as one along the north side of the pond that will be created. He advised that at the point where the subject property meets the existing roadway on the Granite Bluff property the grades will be at the same elevation; however, they will not be connecting to it. He advised that for unknown reasons the right-of-way is 17 feet wider in front of the subject property than it is on either side of it.

Commissioner Simon asked if the applicants planned to retain the existing trees on the east and north side of the property.

Mr. Bretheim replied that the trees on the east property line appear to be entirely off the property, and some of the trees on the north end will be affected as they extend into the grading area.

Commissioner Wippermann asked if the units had single or double car garages.

Mr. Bretheim replied they were all single car tuck-under garages with room for one car in the apron and half a car per unit in the visitor parking area.

Chair Bartholomew asked who owned the property west of the subject parcel along College Trail.

Mr. Hunting replied he was unsure.

Mr. Hillstrom stated the property previously had tennis courts on it.

Chair Bartholomew asked if the property in question was zoned Public/Institutional.

Mr. Hunting replied in the affirmative.

Chair Bartholomew stated he was in favor of the request; however, he would like to see the road

issues addressed as well as the addition of a temporary walking trail connecting the subject property to Blaine Avenue.

Commissioner Gooch stated he supported the request. He recommended constructing a trail connecting the subject property to the existing trail on Blaine Avenue and suggested the City's Code Compliance Specialist be sent to Granite Bluff Apartments to ensure there were no property maintenance issues with trash, etc.

Commissioner Wippermann advised he supported the request, stating the CDA facilities he was familiar with were attractive and well managed.

**Planning Commission Recommendation**

Motion by Commissioner Simon, second by Commissioner Scales, to approve on a white ballot the request for a final plat for a one lot subdivision, a conditional use permit to construct a 24 unit multi-family development, a conditional use permit to exceed 25% impervious surface coverage in the shoreland overlay district, a variance from the internal private roadway minimum width, and a variance from the minimum setback requirement between two buildings for the property located east of Blaine Avenue, along College Trail.

Commissioner Hark stated he supported the request. He suggested the residents that testified tonight bring their concerns before the City Council.

Commissioner Lissarrague stated he supported the request; however, he would like the City to take a look at the safety issue of pedestrians walking along College Trail.

Motion carried (7/0). This item goes to the City Council on February 13, 2012.

**Heather Botten**

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**Subject:** FW: Proposed Development

\* Copy of e-mail previously sent directly to Council members.

**From:** George Tourville  
**Sent:** Wednesday, February 01, 2012 4:03 PM  
**To:** Tom Link  
**Subject:** Fwd: Proposed Development

FYI

George Tourville

Begin forwarded message:

**From:** Tim Bohn <Tim.Bohn@ci.stpaul.mn.us>  
**Date:** February 1, 2012 12:24:25 AM CST  
**To:** <gtourville@ci.inver-grove-heights.mn.us>  
**Subject:** Proposed Development

City of Inver Grove Heights Planning and Zoning,

I am writing to you to express my opposition to the proposed medium density multi-family development at Blaine Avenue and College Trail. I am a resident who live on Brewster Ave, approx one block from the proposed site. My first am primary concern is the increased traffic flow this development would bring. In the original plans for the Arbor Pointe neighborhood, Brewster Ave was to be a cul-de-sac on the north end. For whatever reason, that was changed and Brewster Ave was linked to College Trail. This effectively turned Brewster Ave into a thoroughfare for that portion of the Arbor Point neighborhood. The street is used daily by the residents of adjoining streets and residents of the one hundred plus town homes to the south. The street has also become a short cut to access the many business in the Broderick/Concord area (Rainbow, Walmart etc). In addition to this, seasonally, we see a large influx of college students using this road as a thoroughfare. As it is now, Brewster Ave is very narrow and was not designed for the volume of traffic it sees. I, and all my neighbors, routinely see a constant stream of cars going by our houses, many routinely disregard the traffic control devices (stop signs). The volume and speed at which these vehicles trave through our residential area has become a hazard. I have spoken to police officers about this problem but I am also we aware that they only have a limited amount of time they can devote to this problem. Neighbors and I have attempted to speak with some of these dangerous speeding drivers. Our requests for these drivers (none residents of the neighborhood) to slow have been met by overt hostility and threats of assault. Brewster Ave was not designed for this amount of traffic and it has become a hazard. The proposed development would exit onto College trail, adjacent of Brewster Ave. It is my belief that this would increase the traffic on Brewster Ave, adding even more hazards.

I am also concerned about the increased traffic on College Trail. College Trail is in extremely poor condition. The street is broken, patched, uneven and overall in miserable condition. I don't believe the road was designed to handle the traffic volume it currently as, as evidence by the constantly deteriorating road conditions. Additionally, the road seems quite narrow considering speed limit and fact that it is used by MTC buses. The road has no shoulders or sidewalks and in

some portions it has steep dangerous ditches. When cars pass each other, there is little room in between and when encountering a bus, you are left with almost no room to move out of its way. It is quite common to encounter pedestrians and bicyclists on College Trail and with no shoulder or sidewalks, it is only a matter of time before a tragic accident occurs.

My final area of concern is to the perceived "need" for additional medium density residential development in this area. One block south of the proposed site are two large medium density residential town house developments. I would estimate there are over 200 town homes in both these developments. I frequently walk through both developments and am always amazed at the number of town homes for sale. Consistently, there appears to be 15-20 town homes for sale at any given time. Some units appear to sit vacant for months. Given current economic conditions, it is my understanding that most home builders are not building because there are not buyers for the new homes. At the same time, many homes are sitting empty due to foreclosure. I can't help but wonder if there really is a need for these units or if this builder see a potential to profit off public subsidies. I believe a better use of taxpayer money would be to assist the "medium income families" in acquiring some of the many open and/or for sale homes and town homes in this area. These empty and/or foreclosed properties don't generate property tax revenue, are an eyesore and eventually have the potential to be very problematic in the long term. In my opinion, assisting people to secure already available housing and allowing them to become part of the existing neighborhoods leads to a greater sense of ownership and stewardship in the community.

In summary, I believe this project will increase traffic on already over used roads that were not designed to handle the already existing volume of traffic, leading the potential for serious accidents and costly future repairs and improvements. Additionally, I question whether a "need" really exists for these units or if the community's limited resources might be better spent on other housing options.

Sincerely,

Tim Bohn



West Apartments and Vacant property; zoned R-3C; guided MDR and Public/Institutional

### SITE PLAN REVIEW

Building Setbacks and Coverage. All four buildings meet the minimum setback requirements from the property lines. The buildings are setback at least 30 feet from the side and rear property lines and over 70 feet from the front. The two middle buildings (buildings 2 and 3) that are back facing do not meet the required 60 foot separation setback. The variance is discussed later in the report. The R-3C zoning district allows 20% building coverage. The development is proposed at about 15% building coverage, meeting code requirements.

Impervious Coverage. Allowable impervious surface coverage in the R-3 district is 40%. The proposed site contains 40% impervious surface, meeting the R-3 requirements. The property is also located in a shoreland overlay district which limits a property to 25% impervious coverage. This may be increased by conditional use provided the City has approved and implemented a stormwater management plan for the property. The CUP is discussed later in the report.

Access and Parking. There would be one access off of College Trail. Spacing requirements from property lines and the driveway to the east have been met. Zoning code requires a five foot setback for drive areas. Parking and drive setbacks have been met. Multiple family developments require 2.5 parking spaces per unit. The proposed development meets this requirement.

Tree Preservation/Landscaping. Based on the tree protection and preservation ordinance, tree removal falls under the allowed removal threshold and therefore no reforestation would be required.

Landscaping requirements require a total of 24 overstory trees or the equivalent to be planted as part of the property improvements. The applicant has provided a landscape plan which demonstrates 52 significant trees plus numerous ornamentals and shrubs, exceeding landscaping requirements.

Engineering. Engineering is reviewing the plans and has been working with the applicant on stormwater and grading requirements. There are no wetlands on site. A drainage pond with public easement is proposed along the south boundary. There is an existing water main on the property that shall be relocated to maintain a safe distance from the southwest building. The developer shall continue to work with the Engineering department to meet all the conditions outlined in the City Engineers review letters and subsequent correspondence.

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

**FINAL PLAT**

**Zoning and Comprehensive Plan Consistency.** The property is zoned R-3C, multiple-family residential and guided MDR, Medium Density Residential. The zoning and comprehensive plan designations are consistent with the proposed plat.

**Lots & Blocks.**

The proposed plat consists of one lot on 2.92 acres of land and is 244 feet wide. The lot meets the minimum lot size and width requirements for R-3C zoned lots.

**Park Dedication.** The applicant is proposing a tot lot and open space on the property. Park dedication on this project would be cash in lieu of land. If approved, prior to release of the final plat for filing with Dakota County, a cash fee of \$3,950 per unit (24 x \$3,950 = \$94,800) would be due to the City. The City is also requesting a 10 foot trail easement along the south property line to be used for a future trail or sidewalk.

**CONDITIONAL USE PERMIT REVIEW FOR A MULTIPLE FAMILY DEVELOPMENT**

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

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

The use is consistent with the goals, policies, and plans of the Comprehensive Plan. The future land use of this parcel is MDR, multiple family developments are consistent with the uses envisioned in this district. The project is consistent with specific strategies identified in the Housing Chapter of the Comprehensive Plan. This project provides for affordable and workforce housing which is a key component of satisfying the City's affordable housing unit standards set by the Metropolitan Council. Providing for this type of housing product also satisfies a number of the implementation housing policies in the Comprehensive Plan.

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

The applicant's property is zoned R-3C. Multiple-family units are consistent with the intent of the R-3C zoning district.

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

The proposed site improvements would not have a detrimental effect on public improvements in the vicinity of the property. The applicant would provide the requested easements from the City for future and existing improvements.

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

The property improvements do not appear to have any negative effects on City facilities or services. The applicant shall grant the City a 10 foot trail easement along the south property line for future trail construction.

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

- i. Aesthetics/exterior appearance*

The proposed buildings would be constructed of rockfaced CMU, fiber shake siding and fiber board siding, meeting code requirements.

- ii. Noise*

The proposed development would not generate noises that are inconsistent with R-3 zoning.

- iii. Fencing, landscaping and buffering*

Landscaping exceeds the City's requirements.

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

The amount of traffic would not be out of the ordinary for a multiple family residential area. Building and parking boundary setbacks meet or exceed code requirements.

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

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

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

This use would not have an undue adverse impact on the environment. The applicant is working with the City Engineering Department to create a stormwater management plan for the property.

### **CONDITIONAL USE PERMIT TO EXCEED 25% IMPERVIOUS SURFACE**

The property is zoned R-3C which allows 40% impervious surface. The property is also located in the shoreland overlay district; these regulations supersede the R-3 zoning requirements. The site is located within the shoreland overlay of DNR lake # 19-38. Impervious surface coverage is limited to 25% of the lot; this may be increased by conditional use provided the City has approved and implemented a stormwater management plan affecting the subject site.

The proposed property improvements would total about 40% impervious surface. The applicant is working with the City to approve a stormwater management plan for the parcel.

The DNR has received the plans, at this time no comment has been received.

### **VARIANCES**

As indicated earlier, the applicant is requesting two variances 1.) to allow a private roadway less than 30 feet and 2.) to allow a 42' building separation whereas 60 feet is required.

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 purpose of the zoning code is to protect the health, safety and general welfare of its residents and to provide compatibility of different land uses and the most appropriate use of land throughout the city. The variances do not appear to be in conflict with this general purpose of the zoning code. The application is not contrary to the Comprehensive Plan as the future land use is MDR and multiple-family is an approved land use in this district. Additionally, the project provides for affordable and workforce housing which is a key component of satisfying the City's affordable housing unit standards set by the Metropolitan Council.

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

In order to meet impervious surface requirements for the R-3 district the internal road proposed is less than 30 feet. Fire Code requires a minimum of 20 feet, which the development meets or exceeds this requirement. Parking would not be allowed on either side of the street. The drive area would be used in a reasonable safe manner.

The setback regulations are in place to provide a buffer between structures and to provide open space. In order to protect some of the existing topography on site and to minimize impervious surface the proposed building setback between buildings two and three is 42 feet at its closest point. This is not an area where traffic or vehicles would drive through. The location of the structures are proposed at a reasonable setback providing over 40 feet between the two buildings. Additionally, the applicant is providing a recreation area/tot-lot to the west of building #2.

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

The property is unique with topographical constraints and in order to meet the impervious surface requirements and reduce overall grading the project has a more compact building placement and the internal roadways are narrow and do not allow for parking on either side.

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

The building setbacks and street width do not have a negative impact on the character of the locality.

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 actions available on the following requests:

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

- Approval of the **Final Plat, Conditional Use Permit for a multiple family development, Conditional Use Permit to exceed impervious surface in the shoreland district, Variance from internal building setback, and a Variance from minimum road width** for a one lot subdivision along with a 24 unit multiple family development subject to the following conditions:

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

Building Elevations	dated 11/07/11
Civil Plan Set	dated 11/07/11
Landscaping	dated 11/07/11

2. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
3. A Stormwater Facility Maintenance Agreement shall be prepared by the City Attorney and executed by both the City and the property owner to ensure long term maintenance of the facilities.
4. An Improvement Agreement shall be prepared by the City Attorney and executed by both the City and the property owner to address responsibilities and maintenance of the different storm water systems, to obtain a letter of credit for performance, and to obtain an engineering escrow for engineering staff and emergency erosion control expenses.
5. The developer shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence. Prior to commencement of any grading, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer.
6. The owner shall secure a building permit for the retaining walls and meet all conditions required by the Chief Building Official.
7. A 10 foot trail easement for a future trail/sidewalk shall be dedicated to the City along the south boundary line.
8. The park dedication fee shall be paid to the City prior to release of the final plat.
9. No parking signs shall be posted along the 20 foot wide areas of the internal roads.
10. All final development plans shall be subject to the review and approval of the City Fire Marshal.

**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.

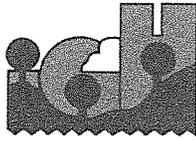
#### **RECOMMENDATION**

Staff is in support of the request as presented. The project is consistent with the Zoning Code and with specific strategies identified in the Housing Chapter of the Comprehensive Plan. The City 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. The property is unique with

topographical constraints and in order to meet the impervious surface requirements and reduce overall grading the project has a more compact building placement and the internal roadways are narrow.

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

Attachments: Zoning/Location Map  
Narrative  
Site, Grading, Landscaping Plans  
Elevations  
Letter from Inver Hills Community College  
Recommendation from Housing Committee  
Letter from Resident



# Dakota County CDA Case No. 10-27CS

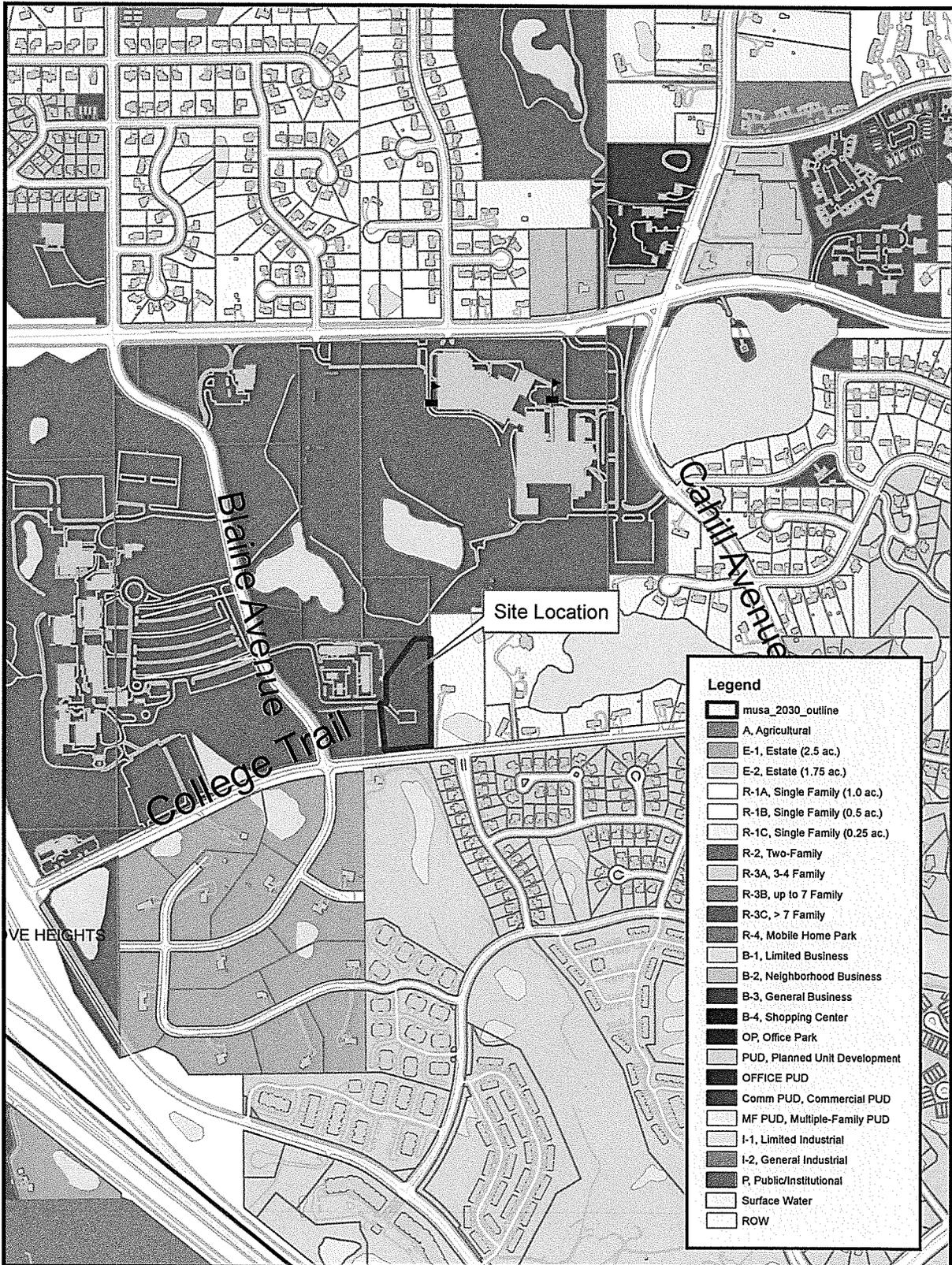


Exhibit A  
Location and Zoning Map

Narrative for  
Inver Hills Townhome Development

The Dakota County Community Development Agency as developer for the Inver Hills Family Housing Limited Partnership is proposing to develop Outlot B East Campus as a 24 unit workforce housing townhome development. The site is zoned R3C Multiple Family and is vacant. The Dakota County CDA began developing affordable family housing in 1992. Since then, 19 developments have been completed providing 597 affordable rental townhomes for working families. These developments are located in the cities of Apple Valley, Burnsville, Eagan, Farmington, Hastings, Inver Grove Heights, Lakeville, Mendota Heights and Rosemount.

Each development is 99.9% owned by a private partner who provides approximately 60% of the financing. U.S. Bancorp Community Development Corporation has been the private partner for 17 of the CDA's 19 family housing partnerships. The CDA is the general partner, developer, manager and lender for each development.

To qualify for these townhomes, applicants must have good landlord rental histories, good credit references and clean criminal histories. Applicant's annual gross household income may not exceed 60% of the area median income adjusted for family size. Maximum income for a family of three is \$45,360.

Currently, rents for these units range between \$630-\$640 for a two-bedroom and \$675-\$695 for a three-bedroom. The average income of residents is \$30,000. The average family size is three. The majority of residents are working at modest paying jobs and over half are headed by a single parent.

The timing of the construction would likely begin in 2012 and be completed in 2013. It is expected that the entire townhome development would be constructed at one time.

The proposed workforce housing development would provide much needed affordable housing in an area with very high demand. The projected demand for affordable/subsidized rental housing in Inver Grove Heights from 2000 – 2030 is 395 units based on a Comprehensive Housing Needs Assessment completed by Maxfield Research 2005. The study recommended that the Dakota County CDA develop additional family townhome developments in the city to help meet the demand.

Waiting lists for the two existing CDA family townhome developments in Inver Grove Heights (Spruce Pointe and Lafayette Townhomes) have over 1,400 applicants.

# EAST CAMPUS SECOND ADDITION

NW CORNER OF THE NE 1/4 OF SEC. 16-T27-R22 DAK. CO. ALUM. MON. FOUND

N 89°36'21" E 1321.77

1651.15 N 00°19'42" E

WEST LINE OF THE E. 1/2 OF THE NE 1/4 OF SECTION 16

EAST CAMPUS

LOT 1 BLOCK 1

S 89°43'29" W 276.11  
S 89°43'29" W 83.00

N 37°00'45" E 258.17

N 84°43'43" E 32.10  
N 00°20'07" E 138.00

S 05°16'18" E 251.30

244.47 N 84°57'01" E

C.S.A.H. NO. 75 COLLEGE TRAIL

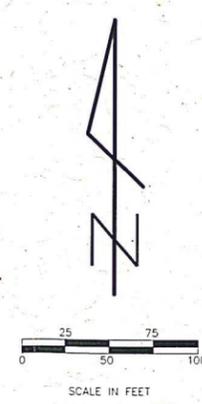
574.62 N 00°20'07" E

LOT 1 BLOCK 1

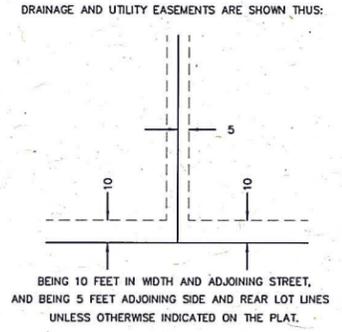
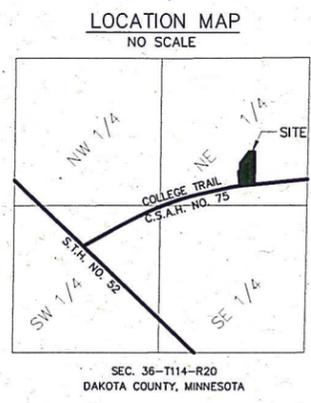
OUTLOT B EAST CAMPUS

N 84°43'42" E 146.07  
N 84°43'42" E 127.52  
N 84°43'42" E

127.39 N 84°58'20" E  
145.74 N 84°58'20" E



● DENOTES IRON PIPE MONUMENT FOUND  
○ DENOTES 1/2 INCH X 14 INCH IRON MONUMENT SET, MARKED BY MINNESOTA LICENSE NO. 23189  
THE EAST LINE OF OUTLOT B, EAST CAMPUS, IS ASSUMED TO HAVE A BEARING OF N 00°20'07" E



KNOW ALL PERSONS BY THESE PRESENT: That Dakota County Community Development Agency, a Minnesota public body corporate and politic, owner and proprietor of the following described property situated in the County of Dakota, State of Minnesota, to wit:

Outlot B, EAST CAMPUS, according to the recorded plat thereof, Dakota County, Minnesota.

Has caused the same to be surveyed and platted as EAST CAMPUS SECOND ADDITION and does hereby dedicate to the public for public use forever the easements as shown on this plat for drainage and utility purposes only.

In witness whereof said Dakota County Community Development Agency, a Minnesota public body corporate and politic, has caused these presents to be signed by its proper officer this \_\_\_\_ day of \_\_\_\_\_, 2012.

DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY

By: \_\_\_\_\_  
Mark S. Ulfers, Executive Director

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012, by Mark S. Ulfers, Executive Director, of Dakota County Community Development Agency, a Minnesota public body corporate and public, on behalf of the corporation.

Notary Public, \_\_\_\_\_, County, \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

I hereby certify that I have surveyed and platted the property described on this plat as EAST CAMPUS SECOND ADDITION; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on the plat; that all monuments depicted on the plat have been or will be correctly set within one year as indicated on the plat; that all water boundaries and wet lands as defined in MS 505.01, Subd. 3 existing as of the date of this certification are shown and labeled on the plat; and that all public ways are shown and labeled on the plat.

Grant D. Jacobson, Land Surveyor  
Minnesota License No. 23189

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_  
The foregoing Surveyor's Certificate was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012, by Grant D. Jacobson, Land Surveyor.

Notary Public, \_\_\_\_\_, County, Minnesota  
My Commission expires: \_\_\_\_\_

PLANNING COMMISSION OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA  
Approved by the Planning Commission of the City of Inver Grove Heights, at a regular meeting thereof, on the \_\_\_\_ day of \_\_\_\_\_, 2012.

Chair

CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA  
We do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, 2012, the City Council of Inver Grove Heights, Minnesota, approved this plat.

Mayor

DAKOTA COUNTY SURVEYOR

Pursuant to Section 383D.65, Minnesota Statutes, this plat has been approved on this \_\_\_\_ day of \_\_\_\_\_, 2012.

By: \_\_\_\_\_  
Todd B. Tollefson, Dakota County Surveyor

DAKOTA COUNTY TREASURER-AUDITOR

I hereby certify that the taxes for the year 2010 for the lands described on this plat as EAST CAMPUS SECOND ADDITION have been paid and that no delinquent taxes are due and transfer entered this \_\_\_\_ day of \_\_\_\_\_, 2012.

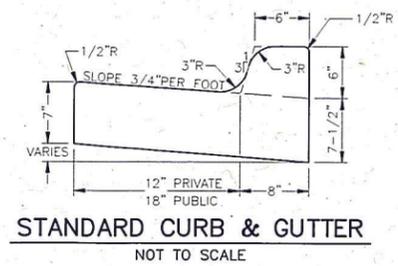
County Treasurer-Auditor  
Dakota County, Minnesota

DAKOTA COUNTY RECORDER  
Document Number \_\_\_\_\_

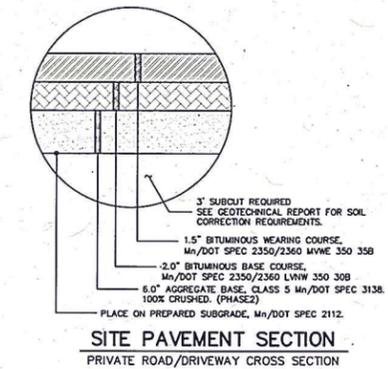
I hereby certify that this instrument was filed in the office of the County Recorder for record on this \_\_\_\_ day of \_\_\_\_\_, 2012 at \_\_\_\_ o'clock \_\_\_\_ M. and was duly recorded in Book \_\_\_\_ of \_\_\_\_\_ on page \_\_\_\_

County Recorder, Dakota County, Minnesota

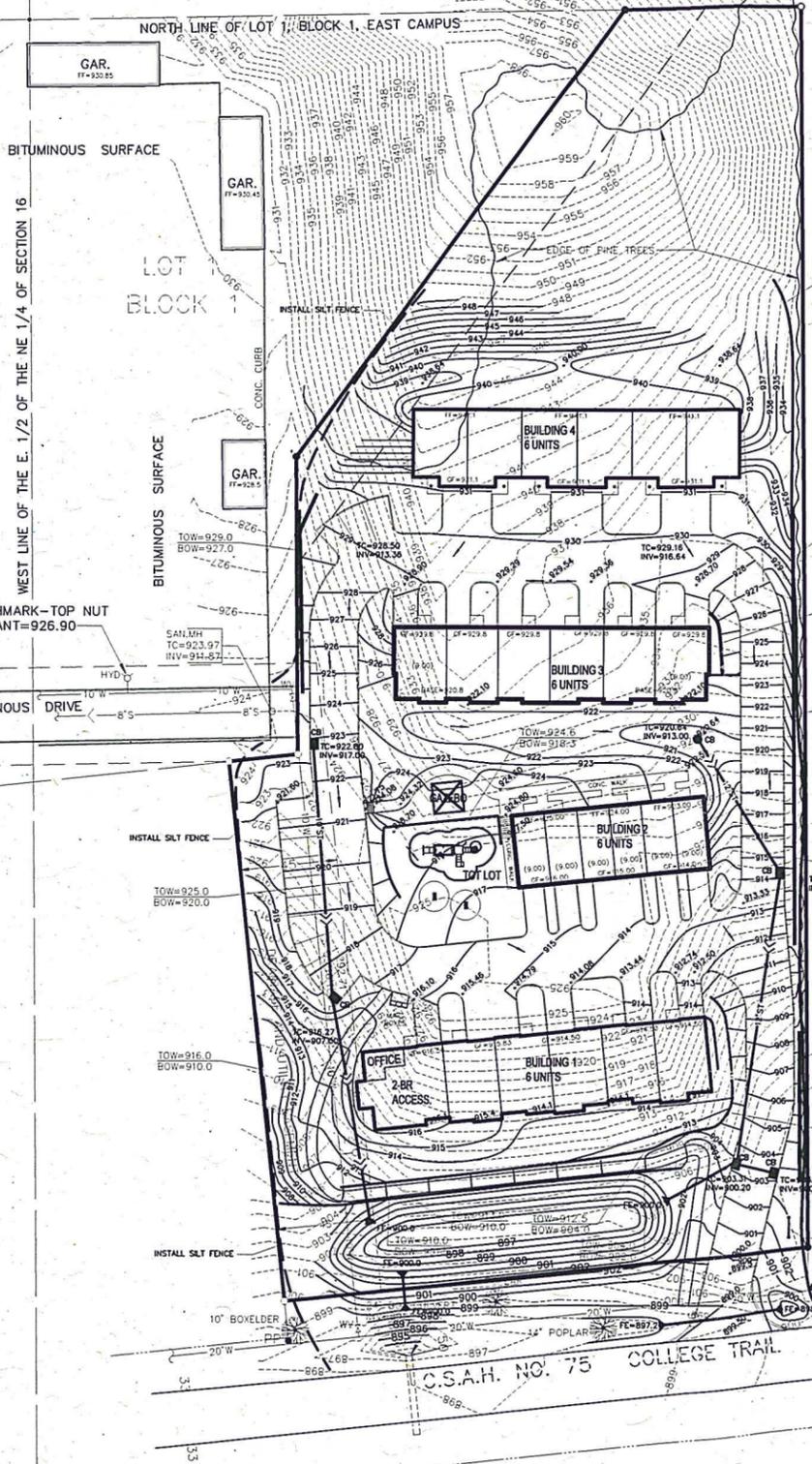
SHEET NO.  
C-4  
4  
Nov. 7, 11  
2008-1-7



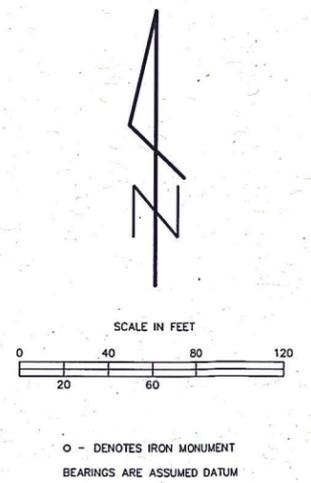
STANDARD CURB & GUTTER  
NOT TO SCALE



SITE PAVEMENT SECTION  
PRIVATE ROAD/DRIVEWAY CROSS SECTION



- LEGEND**
- 10" W — WATER MAIN LINE
  - 8" S — SANITARY SEWER LINE
  - 12" ST — STORM SEWER LINE
  - F.P. FLAG POLE
  - G.L. GROUND LIGHT
  - L.P. LIGHT POLE
  - HYD. FIRE HYDRANT
  - C.B. CATCH BASIN
  - W.V. WATER VALVE
  - M.H. MANHOLE
  - C.O. CLEAN OUT
  - P.B. PIPE BOLLARD
  - XFMR. TRANSFORMER
  - Ⓟ PARKING STALL COUNT
  - EXISTING SPOT ELEVATION
  - ☼ CONIFEROUS TREE
  - ☼ DECIDUOUS TREE



- NOTES**
- 1) UTILITIES SHOWN ARE APPROXIMATE LOCATION, CALL GOPHER STATE ONE CALL AT 811 FOR ALL UTILITY, GAS LINE, AND ELECTRICAL LINE LOCATIONS PRIOR TO EXCAVATION.
  - 2) BENCHMARK - TOP NUT HYDRANT WEST OF SITE ELEVATION = 926.90
  - 3) NO WETLANDS EXIST ON SITE.
  - 4) PROPERTY IS LOCATED IN ZONE X OF THE FLOOD PLAIN.
  - 5) USE CITY OF INVER GROVE HEIGHTS UTILITY AND STREET CONSTRUCTION STANDARD SPECIFICATIONS.
  - 6) REPAIR STREETS PER CITY OF INVER GROVE HEIGHTS STANDARD SPECIFICATIONS AT ALL PROPOSED UTILITY CROSSINGS AND PROPOSED ENTRANCES.
  - 7) SEE LANDSCAPE PLAN FOR ALL SEEDING/SODDING NOTES. SOD SHALL BE PLACED A MINIMUM OF 3' BEHIND ALL CURBED AREAS, UNLESS STATED OTHERWISE ON THE LANDSCAPE PLAN.
  - 8) RE-VEGETATE SITE WITHIN 48 HOURS OF FINAL GRADING.
  - 9) REPAIR OR REPLACE SILT FENCE ON THE PROPERTY LINE AROUND THE ENTIRE SITE PRIOR TO CONSTRUCTION. INSTALL ADDITIONAL SILT FENCE AT PONDING AREA.
  - 10) PROVIDE INLET PROTECTION AT ALL AREA CATCH BASINS AND FLARED ENDS. USE TEMPORARY SILT CURTAIN AT PERIMETER OF THE STRUCTURE.
  - 11) CONSTRUCT ROCK CONSTRUCTION ENTRANCE AT PROPOSED ENTRANCE.
  - 12) G.F. SHOWN ON PROPOSED BUILDINGS REPRESENTS GARAGE FLOOR ELEVATION. FF REPRESENTS MAIN FLOOR ELEVATIONS.
  - 13) CONSTRUCT PEDESTRIAN RAMPS AT ALL INTERSECTIONS OF WALKS AND ROADWAYS.
  - 14) GARAGE FLOORS SLOPED 3' FROM HOUSE FLOOR TO OVERHEAD DOOR.
  - 15) DRAIN TILE UNDERNEATH PLAYGROUNDS WILL BE LOOPED.
  - 16) PONDING AREA TO BE SEEDED WITH A MNDOT SEED MIX 328.
  - 17) INSTALL VALLEY GUTTER AT THE NORTH SIDE OF BUILDING 1 AND 3.
  - 18) COORDINATE ALL ACTUAL BUILDING SERVICE ENTRY LOCATIONS WITH THE GENERAL BUILDING PLANS AND GC.
  - 19) PROVIDE STREET NAME IDENTIFICATION SIGNS AT ALL INTERSECTIONS.
  - 20) CONSTRUCT CONCRETE WASHOUT AREA PER CITY PLATE DETAIL.
  - 21) TOTAL AREA OF IMPERVIOUS COVERAGE = 50,926 SQ. FT. SITE IMPERVIOUS PERCENT = 50,926/127,315 = 40.00%

REVISIONS	PROJ. NO:	210053.21
	DRAWN:	GDJ
	CHECKED:	GDJ
	SCALE:	AS SHOWN
	FIELD BOOK:	A
	DATE:	11-07-11

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer and Land Surveyor under the laws of the State of Minnesota.

Signature: \_\_\_\_\_ License No: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**JACOBSON ENGINEERS & SURVEYORS**

21029 HERON WAY  
LAKEVILLE, MN 55044  
TEL (952) 469-4328 FAX (952) 469-4624

PREPARED FOR:

Dakota County, CDA  
Attn: Lori Zierden  
1228 Town Centre Drive  
Eagan, MN 55123

**GRADING AND DRAINAGE PLAN**

**INVER GROVE HEIGHTS MINNESOTA**

SHEET NO. **C-2**  
**4**

CLIENT:  
**INVER HILLS FAMILY HOUSING**

1228 TOWN CENTRE DRIVE  
 EAGAN, MN 55123

THIS SQUARE APPEARS 1/2" x 1/2" ON FULL SIZE SHEETS.

10-31-2011 CITY SUBMITTAL  
 NO DATE ISSUED FOR

NO DATE REVISION

**PRELIMINARY**  
**NOT FOR CONSTRUCTION**  
 11-07-2011

COPYRIGHT 2011 BY LHB, INC. ALL RIGHTS RESERVED.

PROJECT NAME:  
**INVER HILLS TOWNHOMES**  
 COLLEGE TRAIL  
 INVER GROVE HEIGHTS

DRAWING TITLE:  
**PLANTING PLAN**

FILE: .100049DWGSLAI100049 L200 PLANTING.dwg  
 DRAWN BY: LAM  
 CHECKED BY: JPA  
 PROJ. NO: 100049  
 DRAWING NO:

**L2.0**

**NOTES:**

**GENERAL LANDSCAPE NOTES:**

- SITE SURVEY AND BOUNDARY INFORMATION PROVIDED BY: JACOBSON ENGINEERS & SURVEYORS 21029 HERON WAY LAKEVILLE, MN 55044 PHONE: 952-469-4328
  - CONFIRM ALL QUANTITIES, SHAPES AND LOCATIONS OF BEDS, AND ADJUST AS REQUIRED TO CONFORM TO THE SITE CONDITIONS. CONFIRM ANY ADJUSTMENTS WITH THE LANDSCAPE ARCHITECT. LOCATE ALL UTILITIES. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS WITH PLANT INSTALLATION.
  - THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MULCHES AND PLANTING SOIL. QUANTITIES TO COMPLETE THE WORK SHOWN ON THE PLAN. VERIFY ALL QUANTITIES SHOWN ON THE PLANT SCHEDULE.
  - THE CONTRACTOR SHALL REMOVE FROM THE SITE ALL SOD/TURF WHICH HAS BEEN REMOVED FOR NEW PLANT BEDS. LONG-TERM STORAGE OF MATERIALS OR SUPPLIES ON-SITE WILL NOT BE ALLOWED. ANY PLANT STOCK NOT PLANTED ON DAY OF DELIVERY SHALL BE HEeled IN AND WATERED UNTIL INSTALLATION. PLANTS NOT MAINTAINED IN THIS MANNER WILL BE REJECTED.
  - THE PLAN TAKES PRECEDENCE OVER THE PLANT SCHEDULE IF DISCREPANCIES EXIST. ADVISE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
- PROTECTIONS**
- THE CONTRACTOR SHALL AVOID DAMAGING EXISTING TREES. DO NOT STORE OR DRIVE HEAVY MATERIALS OVER TREE ROOTS. DO NOT DAMAGE TREE BARK OR BRANCHES.
  - THE CONTRACTOR SHALL KEEP PAVEMENTS, FIXTURES AND BUILDINGS CLEAN AND UNSTAINED. ANY DAMAGE TO EXISTING FACILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. THE PROJECT SITE SHALL BE KEPT CLEAR OF CONSTRUCTION WASTES AND DEBRIS.
  - PROVIDE SILT FENCE IF NECESSARY TO PROTECT STREET FROM EROSION.
  - ALL DISTURBED AREAS NOT OTHERWISE INDICATED (INCLUDING AREAS IN ROW BETWEEN PROPERTY LINE AND CURB) TO RECEIVE SOD. SOD TO BE TPI CERTIFIED TURFGRASS SOD QUALITY; 80% KENTUCKY BLUE GRASS, 20% PERENNIAL RYE, WITH STRONG FIBROUS ROOT SYSTEM, FREE OF STONES, BURNED OR BARE SPOTS; CONTAINING NO MORE THAN 5 WEEDS PER 1000 SQ FT. MINIMUM AGE OF 18 MONTHS, WITH ROOT DEVELOPMENT THAT WILL SUPPORT ITS OWN WEIGHT WITHOUT TEARING WHEN SUSPENDED VERTICALLY BY HOLDING THE UPPER TWO CORNERS.

**PLANT MATERIAL**

- NO SUBSTITUTIONS OF PLANT MATERIAL SHALL BE ACCEPTED UNLESS APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANTS WHICH ARE DEEMED UNSATISFACTORY.
- ALL PLANTING STOCK SHALL CONFORM TO THE "AMERICAN STANDARD FOR NURSERY STOCK", ANSI-Z60, LATEST EDITION, OF THE AMERICAN ASSOCIATION OF NURSEYMEN, INC.
- ALL PLANTS SHALL BE GUARANTEED FOR TWO COMPLETE GROWING SEASONS (APRIL 1-NOVEMBER 1 OF FOLLOWING YEAR). THE GUARANTEE SHALL COVER THE FULL COST OF REPLACEMENT INCLUDING LABOR AND PLANTS.

**OTHER MATERIAL**

- ALL SHRUB AND PERENNIAL PLANTING AREAS TO HAVE A SPADED EDGE.
- ALL SHRUB AND PERENNIAL PLANTING AREAS TO RECEIVE MULCH. PROVIDE SHREDDED HARDWOOD MULCH, CLEAN AND FREE OF NOXIOUS WEEDS OR OTHER DELETERIOUS MATERIAL. DELIVER MULCH ON DAY OF INSTALLATION. USE 2" DEPTH FOR PERENNIAL/GROUND COVER BEDS, UNLESS OTHERWISE DIRECTED. FOR TREES WITHIN SOD AREAS, PROVIDE 6" DIAMETER CIRCLE OF MULCH. APPLY PELLET WEED PREVENTER UNDER MULCH BEDS IN SHRUB AREAS.

**SOILS AND GROUND**

- SOIL CORRECTION FOR TREES, SHRUBS AND TURF: DISC SOIL TO A FULL 6" DEPTH IN ALL AREAS TO BE PLANTED TO LOOSEN COMPACTED SOILS. IDENTIFY AND PROTECT ROOTS OF EXISTING TREES.

**MAINTENANCE AND CARE**

- MAINTENANCE SHALL BEGIN IMMEDIATELY AFTER EACH PORTION OF THE WORK IS IN PLACE. PLANT MATERIAL SHALL BE PROTECTED AND MAINTAINED UNTIL THE INSTALLATION OF PLANTINGS IS COMPLETE. INSPECTION HAS BEEN MADE AND PLANTING IS ACCEPTED EXCLUSIVE OF THE GUARANTEE.
- MAINTENANCE SHALL INCLUDE WATERING, WEEDING, MULCHING, REMOVAL OF DEAD MATERIAL PRIOR TO GROWING SEASON, RE-SETTING PLANTS AND PROPER GRADE, AND KEEPING PLANTS IN A PLUMB POSITION. AFTER ACCEPTANCE, THE OWNER SHALL ASSUME MAINTENANCE RESPONSIBILITIES. HOWEVER, THE CONTRACTOR SHALL CONTINUE TO BE RESPONSIBLE FOR KEEPING THE TREES PLUMB THROUGHOUT THE GUARANTEE PERIOD.
- WATERING: MAINTAIN A WATERING SCHEDULE WHICH WILL THOROUGHLY WATER ALL PLANTS ONCE A WEEK. IN EXTREMELY HOT, DRY WEATHER, WATER MORE OFTEN AS REQUIRED BY INDICATIONS OF HEAT STRESS SUCH AS WILTING LEAVES. CHECK MOISTURE UNDER MULCH PRIOR TO WATERING TO DETERMINE NEED. CONTRACTOR SHALL MAKE THE NECESSARY ARRANGEMENTS FOR WATER.

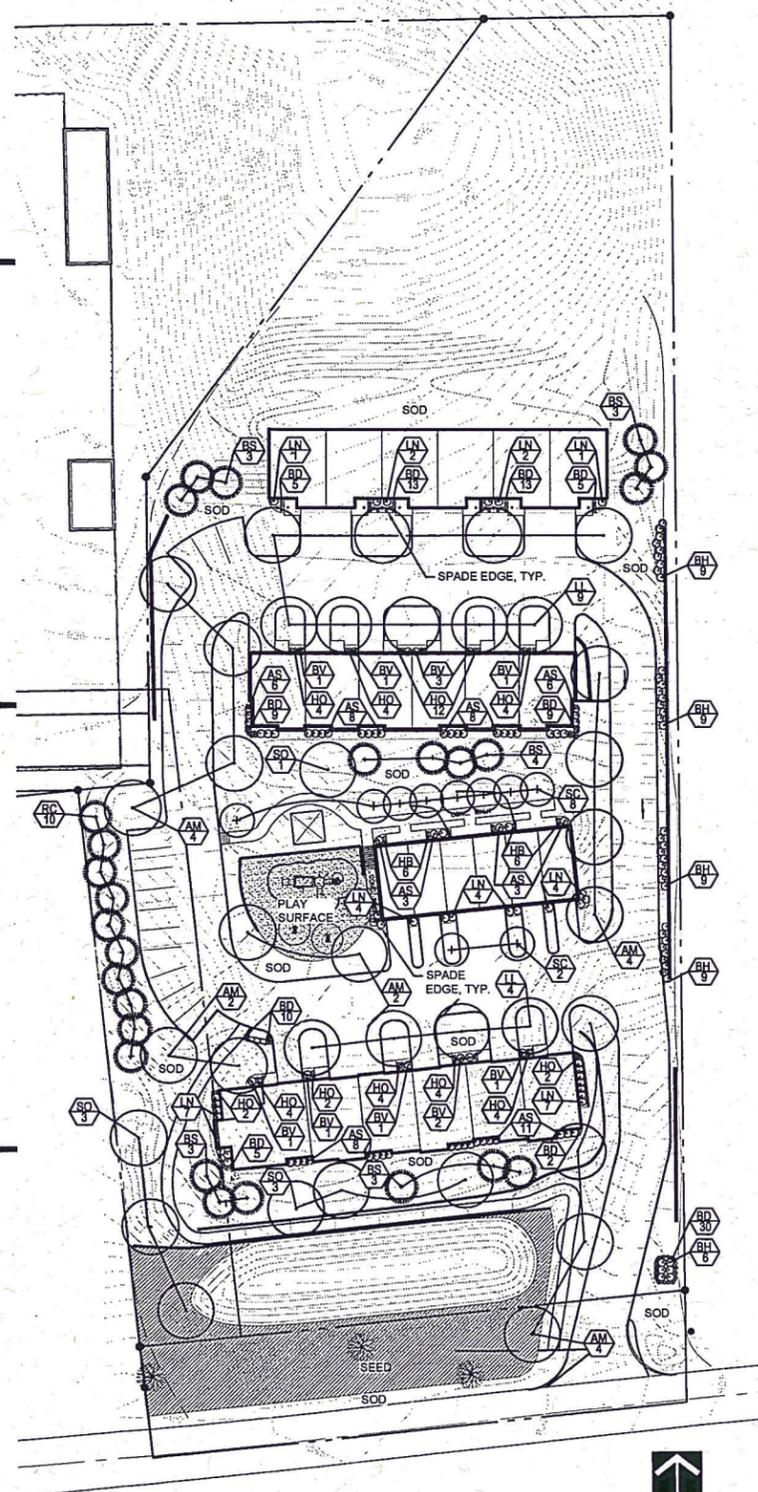
**LEGEND:**

- PRAIRIE MOON DETENTION BASIN SEED MIX
- PLAYGROUND SURFACE
- PROPOSED DECIDUOUS TREE
- PROPOSED CONIFEROUS TREE
- PROPOSED SHRUBS
- PROPOSED PERENNIALS

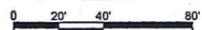
**PLANT SCHEDULE:**

CODE	QTY	COMMON NAME/LATIN NAME	SIZE
AM	16	Autumn Blaze Maple	2.5" BB
SO	7	Acer x freemanii 'Jeffersred'	2.5" BB
LL	13	Quercus bicolor	2.5" BB
LL	13	Tilia cordata	2.5" BB
SC	10	Spring Snow Crabapple	2" BB
RC	10	Malus 'Spring Snow'	2" BB
RC	10	Red Cedar	6" BB
BS	16	Juniperus virginiana	6" BB
BS	16	Black Hills Spruce	6" BB
LN	26	Picea canadensis	#5 cont.
BH	20	Physocarpus opulifolius 'Donna May'	#5 cont.
BH	20	Dwarf Bush Honeysuckle	#5 cont.
BV	10	Diervilla lonicera	#5 cont.
BV	10	Blue Muffin Viburnum	#5 cont.
AS	57	Viburnum dentatum 'Christon'	#1 cont.
AS	57	Anthony Waterer Spirea	#1 cont.
BD	138	Spiraea x bumalda 'Anthony Waterer'	#1 cont.
BD	138	Bala Davily	#1 cont.
HO	23	Hemerocallis 'Baja'	#1 cont.
HO	23	Hosta 'Big Daddy'	#1 cont.
HB	132	Hosta 'Hadsden Blue'	#1 cont.
HB	132	Hosta 'Hadsden Blue'	#1 cont.

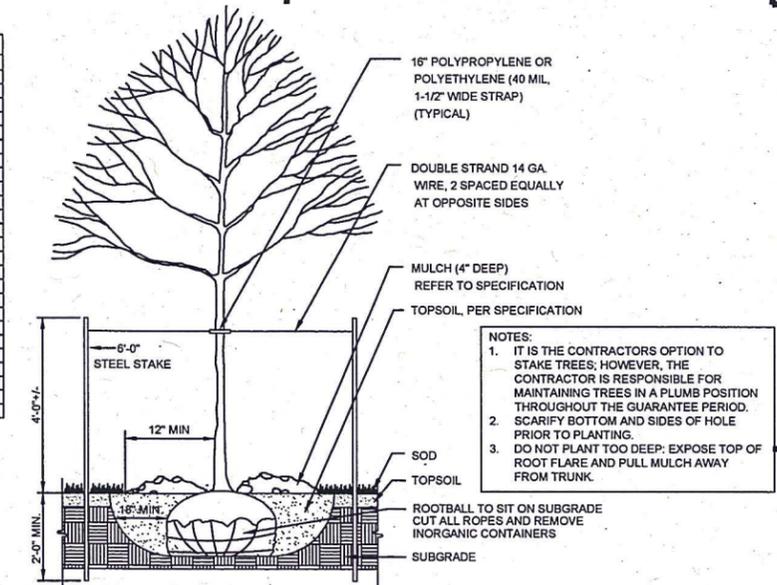
TOTAL LARGE DECIDUOUS TREES: 26  
 TOTAL ORNAMENTAL TREES: 10  
 TOTAL CONIFEROUS TREES: 26  
 TOTAL DECIDUOUS SHRUBS: 139  
 TOTAL PERENNIALS: 159  
 (CITY REQUIRES: 1 OVERSTORY TREE PER D.U. OR 24 TREES)



**1 PLANTING PLAN**  
 Scale: 1" = 40'-0"

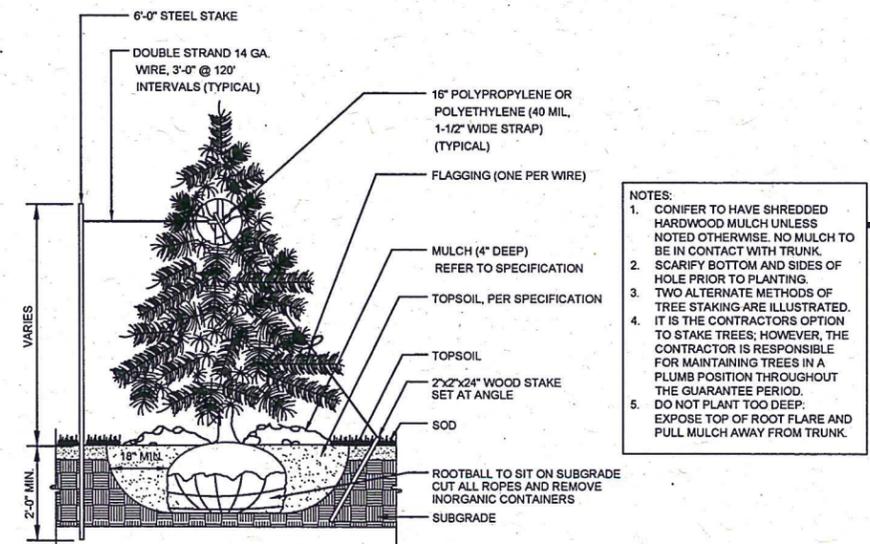


**4 DECIDUOUS PLANTING**  
 NTS



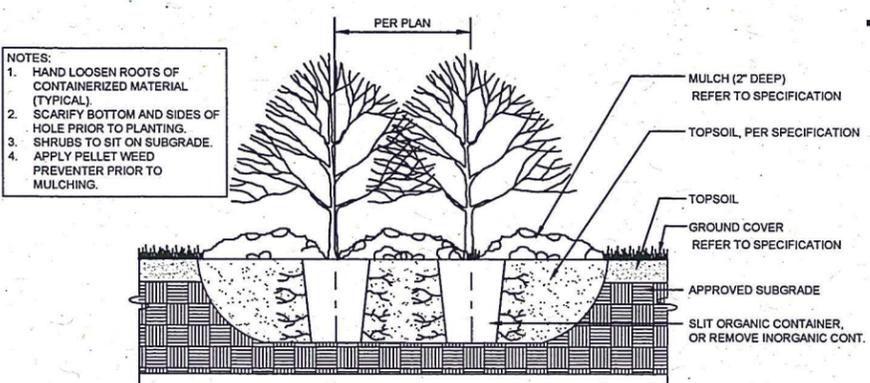
- NOTES:**
- IT IS THE CONTRACTOR'S OPTION TO STAKE TREES; HOWEVER, THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TREES IN A PLUMB POSITION THROUGHOUT THE GUARANTEE PERIOD.
  - SCARIFY BOTTOM AND SIDES OF HOLE PRIOR TO PLANTING.
  - DO NOT PLANT TOO DEEP; EXPOSE TOP OF ROOT FLARE AND PULL MULCH AWAY FROM TRUNK.

**5 CONIFEROUS PLANTING**  
 NTS



- NOTES:**
- CONIFER TO HAVE SHREDDED HARDWOOD MULCH UNLESS NOTED OTHERWISE. NO MULCH TO BE IN CONTACT WITH TRUNK.
  - SCARIFY BOTTOM AND SIDES OF HOLE PRIOR TO PLANTING.
  - TWO ALTERNATE METHODS OF TREE STAKING ARE ILLUSTRATED.
  - IT IS THE CONTRACTOR'S OPTION TO STAKE TREES; HOWEVER, THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TREES IN A PLUMB POSITION THROUGHOUT THE GUARANTEE PERIOD.
  - DO NOT PLANT TOO DEEP; EXPOSE TOP OF ROOT FLARE AND PULL MULCH AWAY FROM TRUNK.

**6 SHRUB PLANTING**  
 NTS



- NOTES:**
- HAND LOOSEN ROOTS OF CONTAINERIZED MATERIAL (TYPICAL).
  - SCARIFY BOTTOM AND SIDES OF HOLE PRIOR TO PLANTING.
  - SHRUBS TO SIT ON SUBGRADE.
  - APPLY PELLET WEED PREVENTER PRIOR TO MULCHING.











Mr. Allan Hunting  
City Planner  
City of Inver Grove Height  
8150 Barbara Ave  
Inver Grove Heights, MN 55113

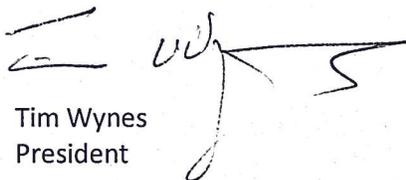
Dear Mr. Hunting,

I am writing this letter of support for the CDA's efforts to develop affordable housing on the property located between Simley High School and the Granite Bluffs apartments. The property is better known as Outlot B East Campus.

As President of Inver Hills Community College, I applaud the proposed improvements to the property. Our college serves a middle class population and affordable housing in the area is a constant concern for staff, faculty and students. As neighbors to the property, we see this proposed development as a responsible step to serving the needs of the community. Well planned development is a quality we appreciate.

I appreciate the informed steps the CDA has taken to keep IHCC involved in the development process. It is all part of the college and the area it surrounds being good neighbors.

Sincerely,

  
Tim Wynes  
President

**RECOMMENDATION TO  
CITY OF INVER GROVE HEIGHTS**

**TO:** Planning Commission

**FROM:** Housing Committee

**DATE:** January 10, 2012

**SUBJECT:** **DAKOTA COUNTY CDA – CASE NO. 10-27CS**

The Housing Committee discussed the application by the Dakota County CDA at their meeting on Tuesday, January 10, 2012. The Housing Committee supports the application and recommends approval of the request based on the following:

- The project addresses the need for affordable housing in the city.
- Helps meet affordability goals established by the Met Council and identified in the City's 2030 Comprehensive Plan.
- Provides for transitional housing.
- Provides for work force housing for those in occupations such as; police, teachers, etc.
- Provides for young family housing opportunities.
- The project would be well maintained since it is a county project. The CDA has a proven track record for properly maintained and well managed projects.
- Bus transit is nearby to this project.

To: Planning Department

Thomas Bartholomew, Chair  
Patricia Simon  
Anthony Scales  
Mike Schaeffer  
Harold Gooch  
Paul Hark  
Dennis Wippermann  
Victoria Elsmore  
Armando Lissarrague

This letter is in response to Dakota County CDA -Case No. 10-27CS

which is the proposed construction of a 24 unit apartment building along College Trail.

We have many serious concerns that we want to point out to the Planning Department.

1) Our main concern is the proximity of this building to our property and the negative effect this will have on our property values.

Our Property valuation has consistently dropped over the last 4 years by more than 20%.

But our taxes have dropped by less than 3% and less than \$100 over that same span of time.

This apartment project will have devastating consequences to ourselves and our neighbors.

It will only cause our market values to decline even further.

Arbor Pointe residents invest in their community by paying monthly association dues

to ensure that their neighborhood is maintained.

There are rules and restrictions to follow and that is the reason our neighborhood

continues to be an attractive and desirable place to live.

Arbor Pointe already includes a large number of multi-family homes. Take for instance Monument Ridge Apartments.

It is a well maintained building with vacancies available now.

Meanwhile, Granite Bluff Apartments just north of the proposed location is not a well maintained building.

They allow camping trailers to park in their lots and are a source of public disturbances and issues.

In the past 15 years we have had to deal with loud cars and motorcycles coming and going all hours of the night.

Parties with large groups of people drinking and shooting fireworks.

On one occasion the fireworks landed on our neighbors deck.

This new proposed building would only add to the burden of trying to keep a peaceful neighborhood

2) Another concern is what effect the construction of the building would have on the existing drainage ponds.

These drainage ponds were part of the highway 52/55 project.

As more land is eaten up by development there will be less area to absorb runoff from storms and melting.

One of our neighbors to the north has a pond that is very close to the proposed construction.

There needs to be a buffer between residences to avoid flooding and provide privacy and safety.

3) Road concerns are an issue and the traffic volume for College Trail.

College Trail has no shoulders or sidewalks and is too narrow to handle an increase in traffic.

It is a patchwork of asphalt and would be a dangerous hazard to drivers and pedestrians

with yet another driveway entrance that close to Brewster Avenue, Bower Path and Blaine Avenue.

In conclusion, Inver Grove Heights has a variety of apartment buildings that appeal to all income levels

and most have year round vacancies.

Both Granite Bluff Apartments and these other buildings have vacancies to meet the present

and future demands of any renters.

This proposed building would be too close to the present roadways and neighbors causing safety and other concerns

Arbor Pointe residents pay a premium for their properties and the community is an asset to Inver Grove Heights.

Arbor Pointe was planned and built to keep each type of housing in its own area and maintain privacy and value.

This apartment building would be right on top of single family homes and would damage that design and planning

This proposed 24 unit apartment building is not needed and will not be required

to honor the Arbor Point neighborhood restrictions and rules.

We respectfully ask that the planning commission reject this request and help us maintain our property values.

Thank you for taking the time to read this letter,

Orin and Melinda Beitlich

8451 Brewster Avenue

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**DAVID WHEATON (Macalester College) – Case No. 11-34VAC**

Meeting Date: February 13, 2012  
 Item Type: Regular Agenda  
 Contact: Allan Hunting 651.450.2554  
 Prepared by: Allan Hunting, City Planner  
 Reviewed by: Planning, Engineering

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

**PURPOSE/ACTION REQUESTED**

Consider a Resolution relating to Vacation of all street rights-of-way within the plat of Dorr's Third Inver Grove Addition.

- Requires 3/5th's vote.
- 60-day deadline: February 14, 2012 (second 60-days)

**SUMMARY**

Macalester College is in negotiations with Dakota County to protect a large portion of the College's Katharine Ordway Natural History Study Area with a permanent conservation easement. On this portion of the proposed easement lies an old plat from the 1880's that was recorded but never improved. As part of the easement purchase, Dakota County would like the public rights-of-way within the plat to be vacated. The existing rights-of-way are not improved and removing the right-of-way would further permanently protect the property as open, natural land free from development.

**ANALYSIS**

Engineering is recommending that a 30 foot wide drainage easement be dedicated over two portions of the Macalester property in the vicinity of the right-of-way vacation. These easements would be for a future storm water system that was identified in a storm water study done in 2000. Staff is also recommending cooperative agreements be required for the two parties to work together in the future to address both the alignment of a pipe near the railroad property and to allow access across the college property for future construction. The easement documents would need to be recorded along with the right-of-way vacation and before the County records the open space easement. The documents have not been drafted to date and therefore will be brought back to the City Council for action prior to any release of the right-of-way vacation or recording of any open space easements.

The Planning Commission held the public hearing on Thursday, February 9 and was in general agreement with staff's overall recommendation. However, they felt that the costs associated with drafting documents for the easement and legal descriptions should be borne by the City and not the college. They also recommended a change to the wording to staff's condition #3. The College was concerned about designating a route for temporary access to the site for any construction when the alignment is not known. They would rather see some type of agreement that states that the two parties will cooperate in the future and allow access across the college property at a future determined location rather than try and lock in a route at this time.

**RECOMMENDATION**

Planning Staff. Planning and Engineering recommends approval of the right of way vacation with the attached conditions listed in the resolution titled *Staff Recommendation*.

February 13, 2012  
Council Memo – David Wheaton (Macalester College)  
Page 2

Planning Commission. Planning Commission recommended approval of the vacation of the rights-of-way with the 3 conditions that are listed in the resolution titled *Planning Commission Recommendation* (4-2, Gooch and Lissarrague voting against).

Attachments: Staff Recommendation Resolution approving the right-of-way vacation  
Planning Commission Recommendation approving the right-of-way vacation  
Planning Report

**STAFF RECOMMENDATION**

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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING A VACATION OF ALL OF THE RIGHTS-OF-WAY  
WITHIN THE PLAT OF DORR'S THIRD INVER GROVE ADDITION**

**CASE NO. 11-34VAC**

**WHEREAS**, a petition has been duly presented to the City of Inver Grove Heights, signed by the owner of the property of the following described rights-of-way situated in the City of Inver Grove Heights, Dakota County, State of Minnesota, to wit:

**All the platted public rights-of-way within the plat of Dorr's Third Inver Grove Addition, Dakota County, Minnesota.**

**WHEREAS**, a notice of hearing on said petition has been duly published and posted in accordance with the applicable Minnesota Statutes, and

**WHEREAS**, a public hearing was held on said petition on February 9, 2012, at the Council Chambers, 8150 Barbara Avenue, and

**WHEREAS**, the Planning Commission then proceeded to hear all persons interested in said petition and all persons interested were afforded an opportunity to present their views and objections to the granting of said petition, and

**WHEREAS**, the City Council of Inver Grove Heights has determined that the vacation of said rights-of-way would be in the public interest.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, MINNESOTA:** That the above described rights-of-way are hereby vacated pursuant to M.S.A. 412.851 and subject to the following conditions:

1. The applicant shall grant a 30 foot wide drainage easement over those portions of the college property, labeled parts A and B, as shown on the map prepared by the City Engineer dated 2/2/12. The easement agreement shall be prepared by the City Attorney and approve by Council prior to recording the vacation.
2. The City and Macalester College shall enter into an agreement outlining terms under which the City and Macalester College would work cooperatively in the future to secure the final alignment of the storm sewer system. The document shall be prepared by the City Attorney and approve by Council prior to recording the vacation.
3. The City and Macalester College shall enter into an agreement to grant access to the easement area for future construction of the storm system. The document shall be prepared by the City Attorney and approve by Council prior to recording the vacation.
4. The costs incurred for drafting the documents and preparation of easement descriptions and possible staking of easement boundaries on the property to be paid by the applicant.

Adopted by the City Council of Inver Grove Heights this \_\_\_\_ day of \_\_\_\_\_, 2012.

Ayes:

Nays:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Rheaume, Deputy Clerk

*PLANNING COMMISSION RECOMMENDATION*

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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING A VACATION OF ALL OF THE RIGHTS-OF-WAY  
WITHIN THE PLAT OF DORR'S THIRD INVER GROVE ADDITION**

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2. The City and Macalester College shall enter into an agreement outlining terms under which the City and Macalester College would work cooperatively in the future to secure the final alignment of the storm sewer system. The document shall be prepared by the City Attorney and approve by Council prior to recording the vacation.
3. The City and Macalester College will work cooperatively and in good faith in which the college provides access by the city or designee to potentially design and construct a storm water pipe/system within the college property between the two rail lines and to provide appropriate outlet to River Lake on, or under college property.

Adopted by the City Council of Inver Grove Heights this \_\_\_\_ day of \_\_\_\_\_, 2012.

Ayes:

Nays:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Rheaume, Deputy Clerk

# PLANNING REPORT CITY OF INVER GROVE HEIGHTS

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**REPORT DATE:** February 1, 2012                      **CASE NO:** 11-34VAC

**HEARING DATE:** February 9, 2012

**APPLICANT/PROPERTY OWNER:** David Wheaton (Macalester College)

**REQUEST:** Vacation of road right-of-way

**LOCATION:** East of Conrad Avenue and north of 102<sup>nd</sup> Street

**COMPREHENSIVE PLAN:** Private Open Space

**ZONING:** Public/Institutional

**REVIEWING DIVISIONS:** Planning  
Engineering

**PREPARED BY:** Allan Hunting  
City Planner

---

## **BACKGROUND**

The applicant is requesting to vacate all of the rights-of-way within the plat of Dorr's Third Inver Grove Addition. Macalester College is in negotiations with Dakota County to protect a large portion of the College's Katharine Ordway Natural History Study Area with a permanent conservation easement. The existing rights-of-way are not improved and removing the right-of-way would further permanently protect the property as open, natural land free from development.

## **EVALUATION OF THE REQUEST**

**Surrounding Uses.** The subject site is surrounded by the following uses:

- North - Katharine Natural History Study Area; zoned Public/Institutional; guided Private Open Space.
- East - Mississippi River.
- West - Railroad Tracks, Large Lot Residential; zoned E-1, Estate; guided Rural Residential.
- South - Vacant; zoned A, Agricultural; guided Rural Residential.

## **ANALYSIS**

The plat of Dorr's Third Inver Grove Addition was platted in 1888. It appears it was platted near the same time the railroad was going through Inver Grove along the river. Sometime after the plat was recorded, a portion of railroad right-of-way was obtained through the western portion of the site running north-south. The platted land is located on very rugged terrain in a heavily wooded area along the river. There is no other platted or developed land in the area because the terrain is so restrictive. As such, no improvements or any structures were ever built in the plat.

From a planning perspective, since the land is part of the college property and used as a natural area, it would be logical to support the vacation request as the land could not be developed in the pattern it was platted and since it appears no streets would ever be built, the right-of-way should be vacated.

The Engineering Department during their review, did find a document that was prepared in 2000, Study of High Water Levels at Pond KP-34 prepared by Barr Engineering relating to future storm water routing and improvements. The plan was prepared to address specific issues for a pond between Concord Boulevard and Inver Grove Trail, the study was also used as part of the studies for development in the Northwest Area and how the storm water system would be designed. To relieve pressure from an existing pond that was experiencing high water levels, three possible storm water outlet alignments to the river were studied (see Figure 8 exhibit). All three were in the vicinity of the vacation request. Engineering determined that some public means of access must be retained if the right-of-way was to be vacated.

The Engineering Department did some further review on the three possible alignments and determined that the most likely would be what is known as the northern alignment. Engineering then flagged the approximate location in the field so the applicant could see it physically on land. Since a study identified a future storm water system routing in the area of the vacation request, The city would be willing to consider vacating the ROW's platted in the 1880's if we received a 30 foot wide Drainage easement on the northern alignment labeled as parts A and B, shown on the map prepared by the City Engineer dated 2/2/12. . A 30 foot easement would work for the city if we use the existing ravines or install a storm sewer sometime in the future. The easement would be a standard drainage only easement that allows the city the ability to use it well into the future.

No improvements are currently being planned because the city has taken steps to provide for storm water management in our NW area that promotes infiltration and storage of water using existing basins. This is well documented in the city's 2008 Water Resources Management plan and in the 2006 Storm Water Manual for the NW Area. Infiltration is also being promoted by the LMRWMO and MPCA as part of the Lake Pepin TMDL study. Engineering wants to preserve an option for the city in the future in the event that an outlet is needed per our Barr Engineering study.

Engineering recommends that the city obtain a 30 foot wide easement for drainage purposes in exchange for vacating the right-of-way. The Map labeled “Area Requested for Drainage Easement” identifies the extent of the easement request over Macalester owned land.

All of Engineering’s comments are summarized in the attached e-mail from Tom Kaldunski, City Engineer, dated 2/1/12.

All of the necessary easement and cooperative agreement documents would be prepared by the City Attorney and would be reviewed and approved by City Council before the vacation is recorded with the County. Staff is recommending that the costs incurred for drafting the documents and preparation of easement descriptions and possible staking of easement boundaries on the property to be paid by the applicant.

### **ALTERNATIVES**

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

**A. Approval** If the Planning Commission finds the Vacation and the Dedication of the drainage and utility easements, as shown on the attached exhibits, to be acceptable, the Commission should recommend approval of the request with at least the following condition:

1. The applicant shall grant a 30 foot wide drainage easement over those portions of the college property, labeled parts A and B, as shown on the map prepared by the City Engineer dated 2/2/12. The easement agreement shall be prepared by the City Attorney and approve by Council prior to recording the vacation.
2. The City and Macalester College shall enter into an agreement outlining terms under which the City and Macalester College would work cooperatively in the future to secure the final alignment of the storm sewer system. The document shall be prepared by the City Attorney and approve by Council prior to recording the vacation.
3. The City and Macalester College shall enter into an agreement to grant access to the easement area for future construction of the storm system. The document shall be prepared by the City Attorney and approve by Council prior to recording the vacation.
4. The costs incurred for drafting the documents and preparation of easement descriptions and possible staking of easement boundaries on the property to be paid by the applicant.

**B. Denial** If the Planning Commission does not favor the proposed application the above requests should be recommended for denial. With a recommendation for denial, findings

or the basis for the denial should be given.

**RECOMMENDATION**

Based on the information in the preceding report, staff is recommending approval of the vacation of right-of-ways provided there are dedication of easements and agreements as listed in Alternative A.

Attachments: Location Map  
Rights-of-way to be vacated  
E-mail Memo from City Engineer/with maps (February 1, 2012)  
E-mail Memo from County/College (February 1, 2012)  
Map Showing Area Requested for Easement  
Map of Figure 8



# Location Map

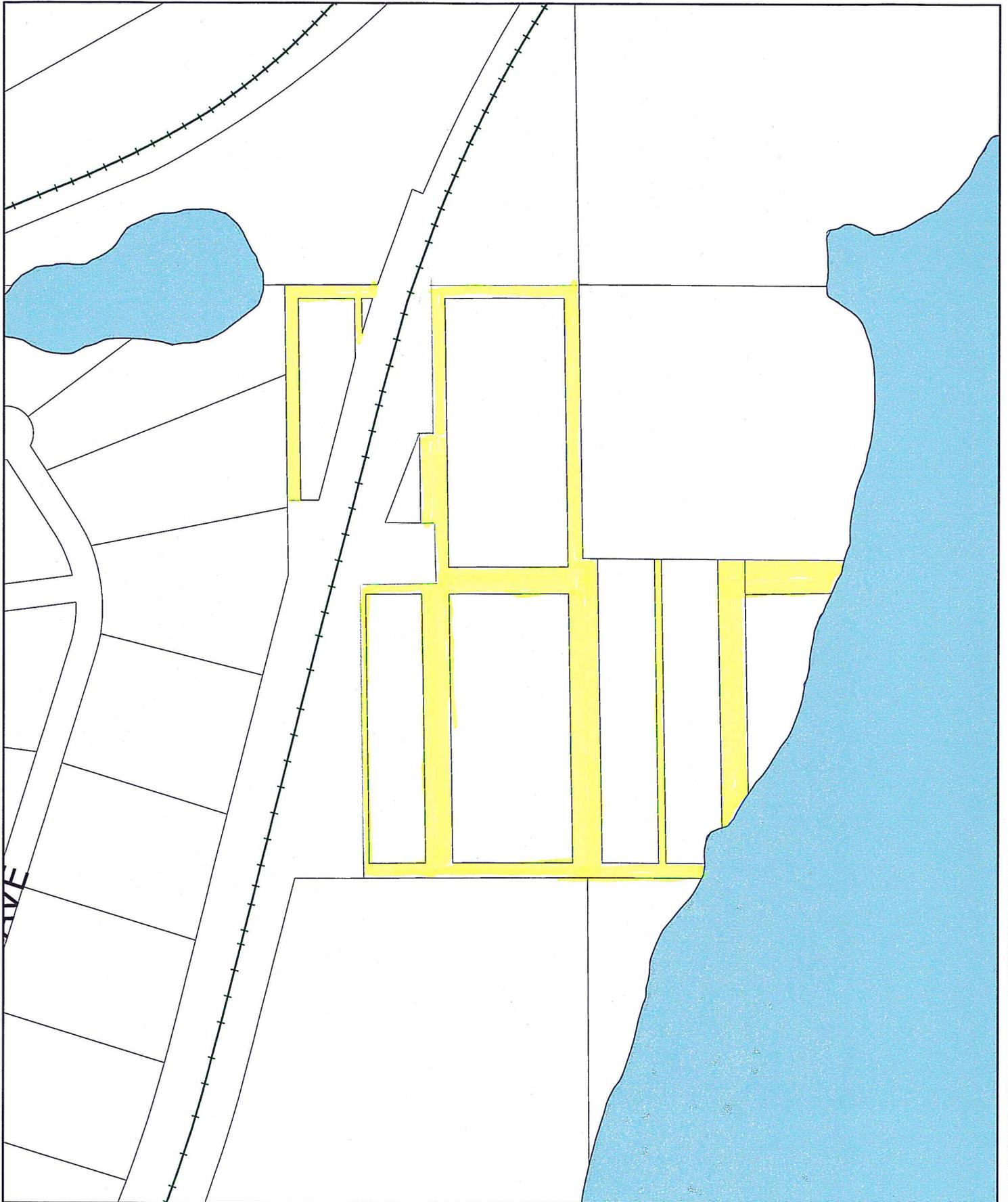
## Case No. 11-34VAC





# Right-of-Way Vacation

## Case No. 11-34VAC



**Allan Hunting**

---

**From:** Tom Kaldunski  
**Sent:** Wednesday, February 01, 2012 12:00 PM  
**To:** Allan Hunting  
**Cc:** Singer, Al; Timothy J. Kuntz; Scott Thureen  
**Subject:** Easement for Storm Sewer outlet for KP34 thru Macalester property  
**Attachments:** scan022955.pdf

Allan ,

I have reviewed the proposed easement across the Macalester College property for the city's future storm system outfall from pond KP 34 as identified in a study by Barr Engineering . The city and Macalester college and Dakota county have been discussing the granting of a 30 foot drainage easement to the city as part of the city agreeing to vacate some Existing Right Of Way from an 1880's plat . Attached are drawings that illustrate the city preferred storm system alignment from the Barr study , and a second map illustrates the Railroad ROW and Macalester property .

The engineering division would support the vacation of the old ROWs platted in the 1880's, if the College grants a 30 foot easement on the red alignment to the city at this time . The city has received a quote for preparing the legal description of the easement at a cost of \$780 and a estimate of \$ 4,325 to stake the easement . The city would require the college or Dakota county to fund this survey work related to the easement .

The city will want the college to grant a 30 foot wide drainage easement across its land . The drawings indicate areas A & B which are the easement locations from the college . The map also indicates the RR ROW in yellow . The city would have to secure a permit and license from the Union Pacific Railroad for those segments . That process would be done at a later date by the city . The city understands that there would be some expense related to securing the RR permits .The easements shown as A & B should be granted via a documents prepared by the city attorney and recorded at this time , before the ROW vacation is completed .

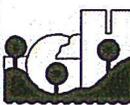
As for the RR ROW portions of the red alignment , the city would want a document prepared by the city attorney outlining the terms under which the city and Macalester college would work cooperatively in the future to secure the final alignment of the storm sewer system . If addition Easement was need from the college they would agree to grant it after the city has done additional studies and topographical surveys to clarify the final alignment to be used for construction in the future .

The city will also want the college to grant access to the city and its agents or contractors from Inver Grove Trail to the easement shown on the red alignment . The city attorney would draft an access agreement . I believe access would come from the driveway serving 9550 Inver Grove Trial and allow driving thru the grassy areas to the railroad ROW

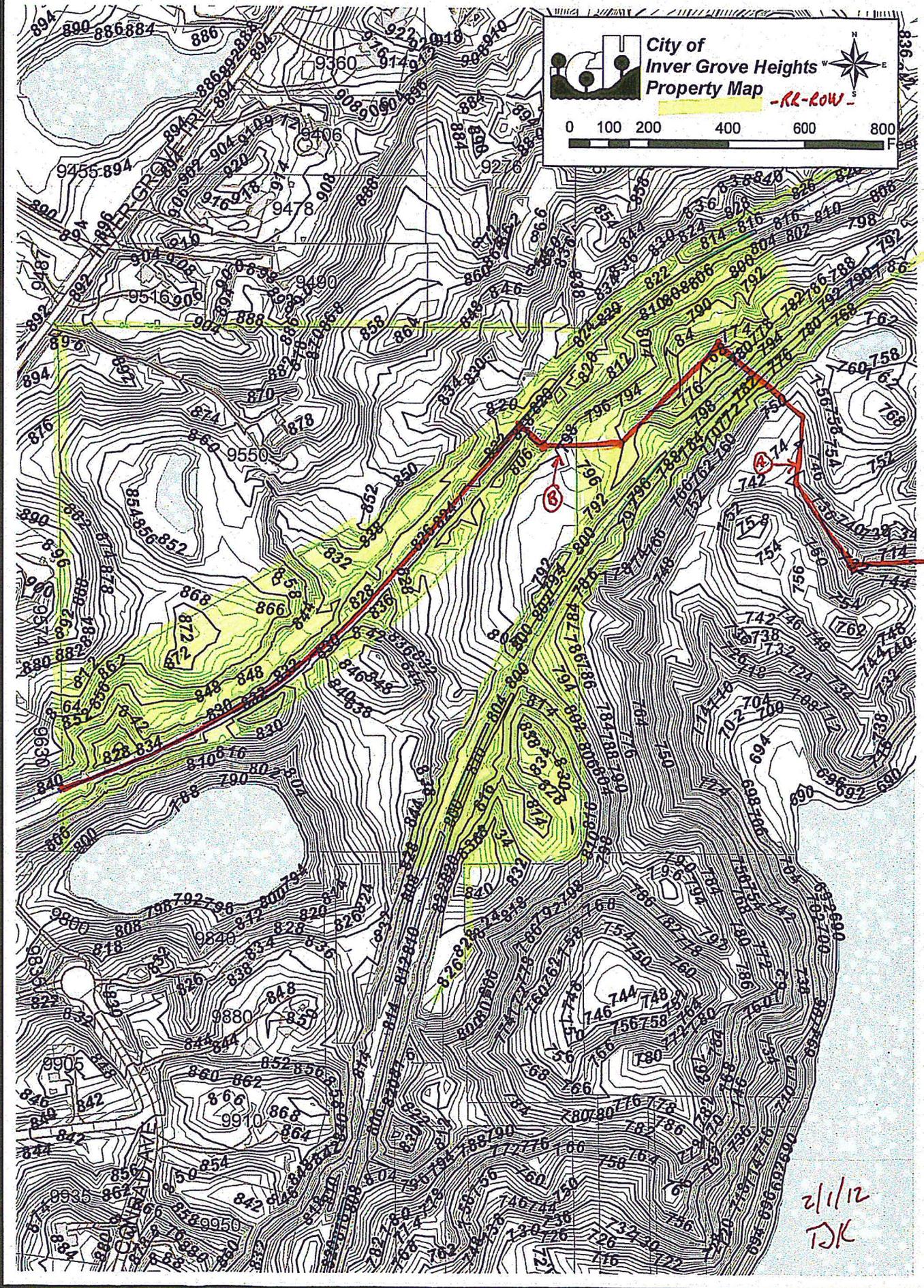
The city would also want to recognize that other alignments were identified in the Barr study . The Red alignment was the recommended option . The city would want to include language in the agreement that would allow the college and the city to consider an alternative alignment in the future , such as the green alignment from the Barr study , utilizing trenchless technology to install the storm system . This option could be exercised by both parties upon mutual agreement on the optional alignment and trenchless technology that would not cause a significant disruption of the exiting woodlands . If the option was exercised some time in the future , the city would then vacate the red alignment easement .

The city attorney will need to draft legal documents to record the terms as we have discussed with all parties . The city would request that the college or Dakota county fund the cost of the attorneys work to prepare the documents.

Thomas J. Kaldunski, PE  
City Engineer



City of  
Inver Grove Heights  
Property Map



2/1/12  
TJK



LEGEND

- Proposed Outlet Route C
- Alternative Outlet Route B
- Alternative Outlet Route A
- Study Area
- Minor Watersheds
- Buildings
- Water
- Contours
- 0
- 2
- 4
- 6
- 8

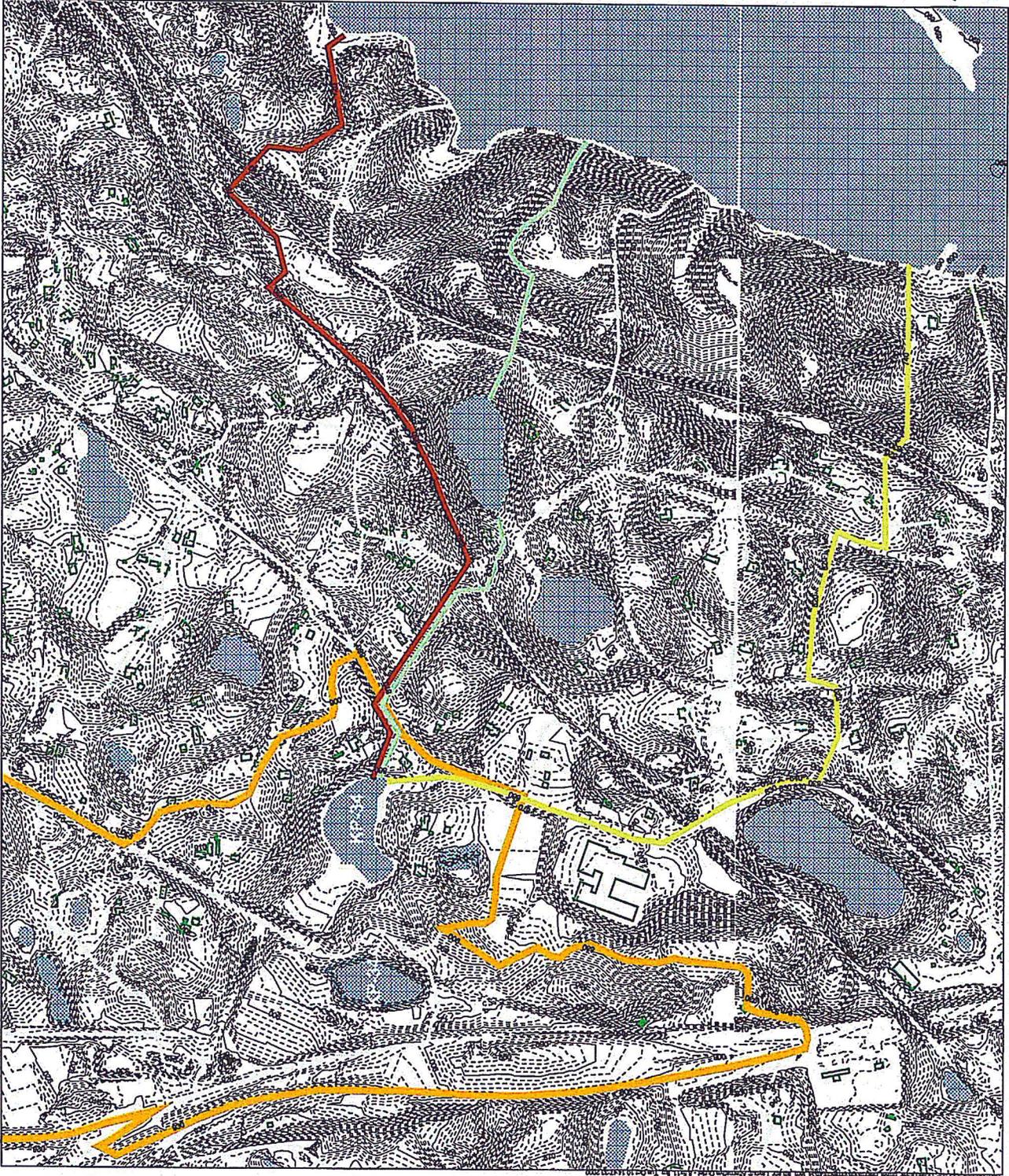


Figure 8

ALTERNATIVE OUTLET  
ROUTES FROM KP-34  
Inver Grove Heights, MN

E-MAIL FROM  
COUNTY/COLLEGE

**Allan Hunting**

---

**From:** Singer, AI [AI.Singer@CO.DAKOTA.MN.US]  
**Sent:** Wednesday, February 01, 2012 6:01 PM  
**To:** Tom Kaldunski; Allan Hunting  
**Cc:** Timothy J. Kuntz; Scott Thureen  
**Subject:** RE: Easement for Storm Sewer outlet for KP34 thru Macalester property

All,

I agree with many of the suggestions that Tom has included in his email pertaining to the drainage issue.

I also had a conference call with Macalester College this morning based upon the conversation that I had with Tom on Tuesday. I will try to consolidate their position into this response.

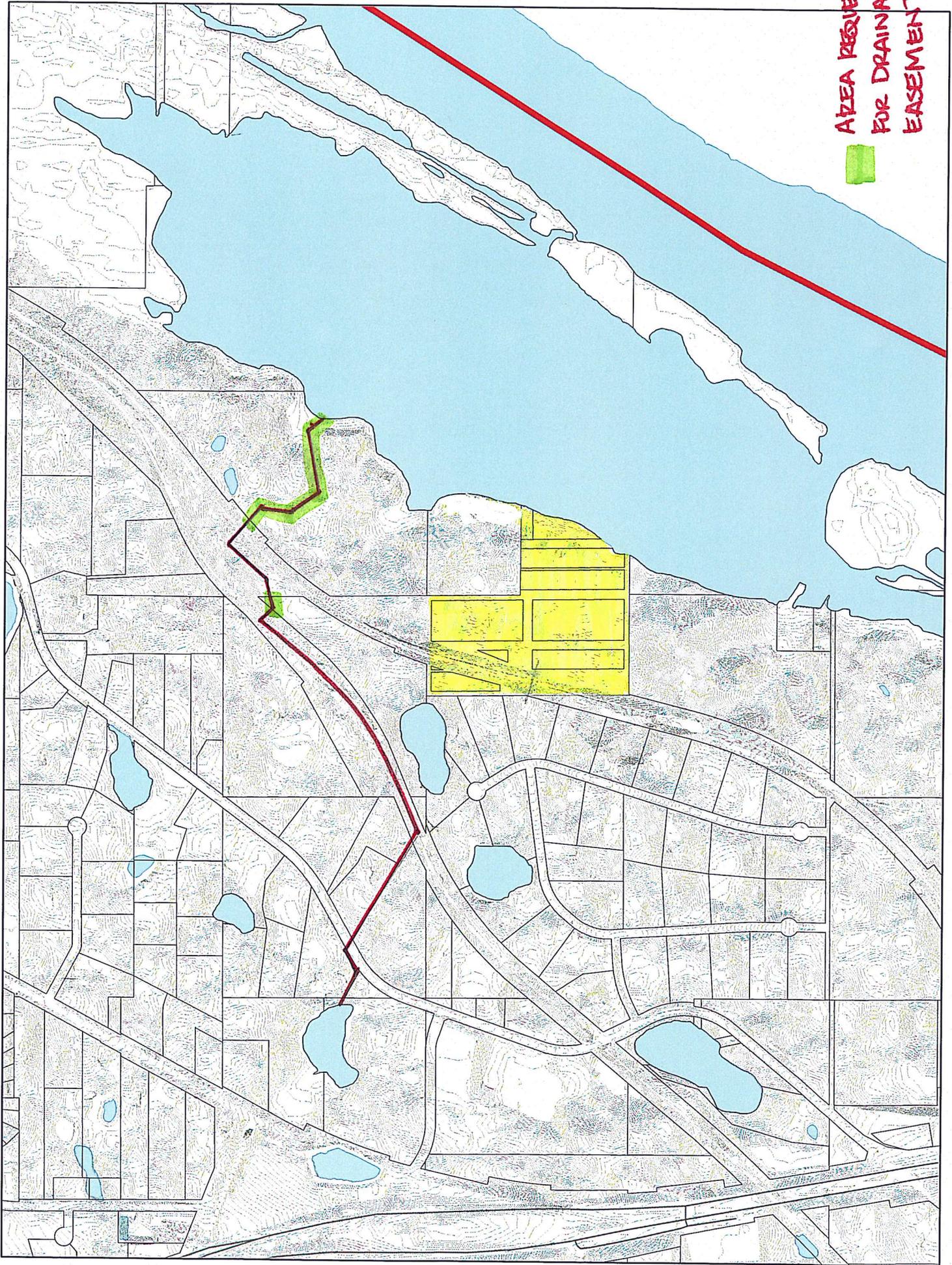
- It is the College's position that the street vacation should not be conditioned upon the drainage easement agreement. They are unrelated issues and should stand on their own merits. They would still like to proceed with vacation request as planned in February. One clarifying question, since the city is requesting the retention of the southern east-west ROW, does the College have to formally amend the application?
- The College and the County are amenable to not putting an easement along a 30-foot wide strip on the east side of the main Union Pacific rail line to preserve a potential corridor on College property along the railroad.
- The College and the County continue to accept a 30-foot wide drainage easement in both location A (between the railroad tracks) and B (between the eastern rail line and River Lake). The area between the tracks may have to be slightly expanded to accommodate the necessary equipment to jack a pipe beneath the east rail line. This drainage easement would be recorded prior to and referenced in the conservation easement between the County and the College.
- By virtue of the location and terms of the easement, the County would be involved in any future storm water system on the property. Given the questionable reality of the actual need and timing issues related to funding, it seems impractical to do the necessary studies that would identify a legally described access. Therefore, the County and the College cannot agree to guarantee unknown permanent or temporary road access within the conservation easement-especially east of the eastern rail line.
- The College is willing to work with the city on an agreement that says in essence..... recognizing the importance of this natural area and its current use, the College and the city would work cooperatively and in good faith in which the college provides access by the city or designee to potentially design and construct a storm water pipe/system within the college property between the two rail lines and to provide an appropriate outlet to River Lake on, over or under college property.
- Since this drainage easement and associated agreement is being requested entirely by the city, it seems reasonable that the city should pay the necessary legal fees for preparing the various documents.

Thoughts or questions? Please let me know. Thanks!

AI

**AI Singer, Land Conservation Manager  
Dakota County**

AREA REQUIRED  
FOR DRAINAGE  
EASEMENT





**LEGEND**

- Proposed Outlet Route C
- Alternative Outlet Route B
- Alternative Outlet Route A
- Study Area
- Minor Watersheds
- Buildings
- Water
- Contours
- 0
- 2
- 4
- 6
- 8

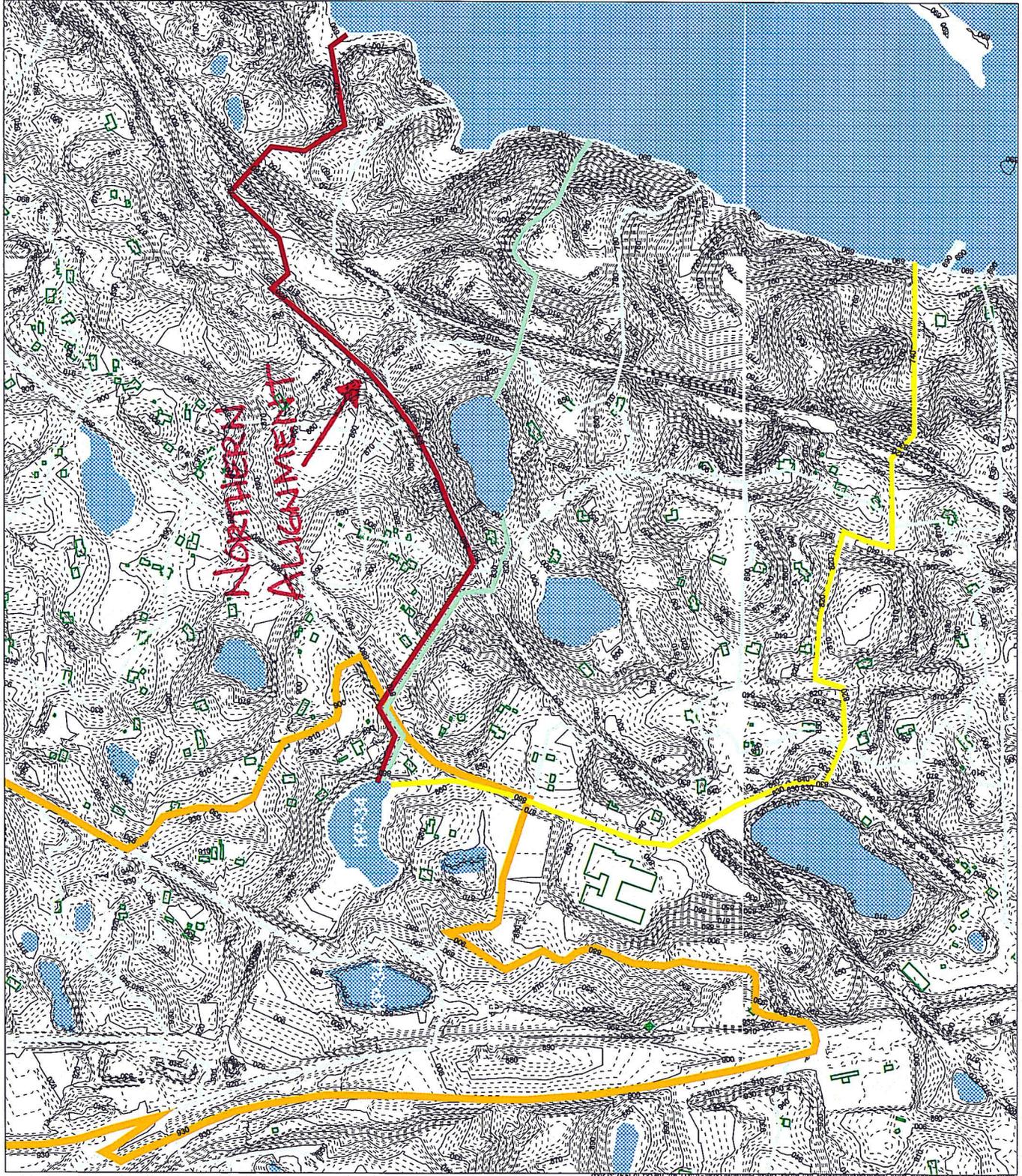


Figure 8

**ALTERNATIVE OUTLET  
ROUTES FROM KP-34  
Inver Grove Heights, MN**



**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Defeasance of Golf Course Bonds and Sale of Excess Golf Course Properties**

Meeting Date: February 13, 2012  
 Item Type: Regular Agenda  
 Contact: Joe Lynch: 651-450-2511  
 Thomas J. Link: 651-450-2546  
 Prepared by: Joe Lynch, City Administrator  
 Thomas J. Link, Community  
 Development Director  
 Reviewed by: N/A

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

**PURPOSE/ACTION REQUESTED**

The City Council is to consider 1) a resolution providing for the defeasance, prepayment and redemption of the outstanding golf course gross revenue refunding bonds, Series 2003A, of the City and authorizing execution of an escrow agreement, and 2) a resolution approving a purchase agreement between the City of Inver Grove Heights and the City of Inver Heights Economic Development Authority relating to the sale of excess property owned by the City of Inver Grove Heights located on a portion of the Inverwood Golf Course property.

**BACKGROUND**

The City and its Economic Development Authority (EDA) have been discussing the sale of the excess golf course properties from the City to the EDA for the last few months. The proceeds from the sale of those excess properties would be used to defease outstanding golf course bonds.

The excess golf course properties consist of two parcels. The first parcel, of about four acres, is located at the northwest corner of Babcock Trail and 70<sup>th</sup> Street. The second property is about 11 acres and is on the south side of 70<sup>th</sup> Street, west of the golf course parking lot. The Inver Wood Golf Course has not used either of these properties and has no future need for them. The properties are not necessary for the golf course operation.

**ANALYSIS**

The defeasance resolution provides that the City would purchase an investment device that will make the remaining debt payments for 2012, 2013, and 2014.

The purchase agreement provides that the City would sell the excess golf course properties to the EDA for \$1,352,000. The EDA acquisition would be funded by \$1,000,000 from the Host Community Fund and \$352,000 from the Economic Development account of the General Fund.

At such time that the EDA subsequently sells the property for development, the proceeds of the sale would pay back the City first and the EDA second.

The City sale of the excess golf course properties to the EDA offers the following benefits:

- Improves the golf course's financial position by eliminating its debt and making the golf course more cost competitive
- Provides the EDA, the most appropriate entity for fostering development of the property, with an asset with which to foster economic development
- Promotes the City's economic development by eventually converting unused property to a productive use that will take full advantage of the golf course amenity and increase the City's tax base

## CONCLUSION

At its February 6 meeting, the EDA unanimously approved 1) a resolution creating two economic development districts to allow the EDA to acquire the properties and 2) a resolution approving the purchase agreement and authorizing the issuance of a taxable revenue note. The approval was conditional upon 1) modifying the revenue note's maturity date from 2022 to 2032, and 2) modifying the revenue note such that the City Council must consent to any subsequent EDA sale of the properties if the purchase price is less than \$1,000,000. Steve Bubul, City Bond Counsel, has made these modifications in the enclosed revenue note.

Staff recommends approval of the resolution regarding the defeasance and the resolution regarding the purchase agreement since they offer the benefits outlined above.

Enc: -Resolution regarding bond defeasance, with notice of call and escrow agreement attached  
-Resolution approving a purchase agreement, with the purchase agreement and the revenue note attached  
-Opinions from City Bond Counsel Steve Bubul (2)

cc: Tim Kuntz, City Attorney  
Steve Bubul, Kennedy Graven  
Steve Apfelbacher, Ehlers  
Eric Carlson, Parks and Recreation Director  
Al McMurchie, Golf Course Manager

Extract of Minutes of Meeting of the  
City Council of the City of Inver Grove Heights,  
Dakota County, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the Council of the City of Inver Grove Heights, Minnesota, was duly held in the City Hall in said City on Monday, February 13, 2012, commencing at 7:00 P.M.

The following members were present:

and the following were absent:

\* \* \*

\* \* \*

\* \* \*

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION PROVIDING FOR THE DEFEASANCE,  
PREPAYMENT AND REDEMPTION OF THE OUTSTANDING  
GOLF COURSE GROSS REVENUE REFUNDING BONDS, SERIES  
2003A, OF THE CITY AND AUTHORIZING EXECUTION OF AN  
ESCROW AGREEMENT**

BE IT RESOLVED By the City Council of the City of Inver Grove Heights, Dakota County, Minnesota (the "City"), as follows:

Section 1. Background; Findings.

1.01. Pursuant to a resolution adopted by this Council on October 13, 2003 (the "Bond Resolution"), the City issued its Golf Course Gross Revenue Refunding Bonds, Series 2003A (the "Bonds"), dated March 1, 2003, in the original aggregate principal amount of \$3,940,000, pursuant to Minnesota Statutes, Chapter 475, as amended, and Minnesota Statutes, Sections 471.15 through 471.191 (collectively, the "Act"), . Bonds maturing on December 1, 2013 and thereafter, are subject to redemption and prepayment on December 1, 2012 (the "Redemption Date") and on any date thereafter at a price of par plus accrued interest.

1.02. The City has determined to convey a portion of the property financed from proceeds of the Bonds (such portion referred to as the "Property") to the City of Inver Grove Heights Economic Development Authority (the "Authority"), and in connection with such conveyance has determined to defease the Bonds by appropriating certain legally available funds in an amount that, if invested in securities authorized by Minnesota Statutes, Chapter 118A, will provide for the payment of principal, interest and redemption premium (if any) on the Bonds on the Redemption Date.

1.03. It is further found and determined that the Bonds will be redeemed and prepaid as subsequently provided in this Resolution.

1.04. It is further found and determined that it is the intent of this Council that the defeasance of the Bonds as provided for in this Resolution is not to be construed as impairing or affecting the covenants with or pledges to the holders of the Bonds contained in the Bond Resolution.

Section 2. Redemption of Bonds.

2.01. Bonds maturing on December 1 in the years 2012 to and including 2014, in the aggregate principal amount of \$1,235,000, comprising all of the Bonds subject to redemption, shall be prepaid and redeemed on December 1, 2012 (the "Redemption Date"), and those Bonds are hereby called for redemption on the Redemption Date.

2.02. The City Administrator is authorized and directed to cause the registrar for the Bonds to mail a copy of the notice of call for redemption of the Bonds in the form attached hereto as Exhibit A to the registered owners of the Bonds.

Section 3. Escrow; Defeasance.

3.01. To accomplish defeasance of the Bonds there is established an Escrow Account (the "Escrow Account") with Wells Fargo Bank, National Association (the "Escrow Agent"), a suitable financial institution in the State of Minnesota whose deposits are insured by the Federal Deposit Insurance Corporation and whose combined capital and surplus is not less than \$500,000. A form of escrow agreement (the "Escrow Agreement") has been presented to and reviewed by this Council. The form of the Escrow Agreement is approved. The Mayor and City Administrator are authorized and directed to execute and deliver the Escrow Agreement on behalf of the City on the date of closing on conveyance of the Property from the EDA to the City (the "Closing Date").

3.02. As of the Closing Date, there will be and are hereby transferred, pledged, and appropriated to the Escrow Account: (i) \$1,000,000 from the City's Host Community Fund; and (ii) proceeds from sale of the Property to the EDA in the amount that, together with the amount transferred under clause (i), is needed for payment of the principal and interest of the Bonds on and prior to their maturity dates and on the Redemption Date, as the case may be. As of the date of this resolution, the amount needed to fund the Escrow Account is expected to be \$1,292,000 (plus transaction costs), but the exact amount will be determined as of Closing Date based on the price of securities purchased to fund the Escrow Account.

3.03. The funds are to be invested in securities maturing or callable at the option of the holder on such dates and bearing interest at such rates as may be required to provide sufficient monies together with cash or other monies in the Escrow Account to pay when due the principal amount of and interest on the Bonds on and prior to their maturity dates, and on the Redemption Date, as the case may be. The funds may be used only for the purposes stated in this Section, except that any surplus remaining in the Escrow Account when all of the Bonds and interest thereon have been paid shall be transferred to the Host Community Fund.

3.04. Securities to be purchased from the funds are limited to securities specified in Section 475.67, subdivision 8 of the Act. The Mayor and City Administrator are authorized and directed to purchase the securities for the Escrow Account and to transfer them to the Escrow Agent as provided in the Escrow Agreement.

3.05. For the prompt and full payment of the principal and interest on the Bonds, as the same respectively become due, Gross Revenues of the Facility (as such terms are defined in the Bond Resolution) have been and are irrevocably pledged. If the balance in the Escrow Account is ever insufficient to pay all principal and interest then due on the Bonds, the deficiency must be promptly paid out of such Gross Revenues and such funds may be reimbursed with or without interest from the Escrow Account when a sufficient balance is available therein.

3.06. When the Bonds and interest thereon have been discharged as provided in this Resolution, all pledges, covenant and other rights granted by this Resolution to the holders of the Bonds will cease.

Adopted by the City Council of Inver Grove Heights this 13<sup>th</sup> day of February, 2012.

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Rheaume, Deputy City Clerk

(The remainder of this page is intentionally left blank.)

The motion for the adoption of the foregoing resolution was duly seconded by Member \_\_\_\_\_, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against:

whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA            )  
  )  
COUNTY OF DAKOTA            ) SS.  
  )  
CITY OF INVER GROVE HEIGHTS    )

I, the undersigned, being the duly qualified and acting Deputy City Clerk of the City of Inver Grove Heights, Minnesota (the "City"), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the city held on Monday, February 13, 2012, with the original thereof on file in my office and the same is a full, true and complete transcript therefrom insofar as the same relates to the defeasance, prepayment and redemption of the City's Golf Course Gross Revenue Refunding Bonds, Series 2003A, issued in the original aggregate principal amount of \$3,940,000.

WITNESS My hand as Deputy City Clerk and the corporate seal of the City this \_\_\_\_ day of February, 2012.

(SEAL)

\_\_\_\_\_  
Deputy City Clerk  
City of Inver Grove Heights, Minnesota

**EXHIBIT A**

**NOTICE OF CALL FOR REDEMPTION**

**\$3,940,000**  
**GOLF COURSE GROSS REVENUE REFUNDING BONDS**  
**SERIES 2003A**  
**CITY OF INVER GROVE HEIGHTS**  
**DAKOTA COUNTY, MINNESOTA**

NOTICE IS HEREBY GIVEN that, by order of the City Council of the City of Inver Grove Heights, Dakota County, Minnesota (the "City"), there have been called for redemption and prepayment on

December 1, 2012

all outstanding bonds of the City designated as Golf Course Gross Revenue Refunding Bonds, Series 2003A, having stated maturity dates of December 1 in the years 2012 through 2014, both inclusive, totaling \$1,235,000 in principal amount, and with the following CUSIP numbers:

<u>Year of Maturity</u>	<u>Amount</u>	<u>CUSIP</u>
2012	\$395,000	461222 BU4
2013	415,000	461222 BV2
2014	425,000	461222 BW0

The bonds are being called at a price of par plus accrued interest to December 1, 2012, on which date all interest on said bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment at the main office of Wells Fargo Bank, National Association, in the City of Minneapolis, Minnesota, on or before December 1, 2012, at the following address:

Wells Fargo Bank, National Association  
Attention: Corporate Trust Operations  
255 Second Avenue South  
Minneapolis, MN 55479-0113

**Important Notice:** In compliance with the Jobs and Growth Tax Relief Reconciliation Act of 2003, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

The Registrar will not be responsible for the selection or use of the CUSIP number, nor is any representation made as to the correctness indicated in the Redemption Notice or on any Bond. It is included solely for convenience of the Holders.

Dated: \_\_\_\_\_, 2012.

BY ORDER OF THE CITY COUNCIL

By:       /s/      Joe Lynch        
City Administrator  
City of Inver Grove Heights, Minnesota

## DEFEASANCE ESCROW AGREEMENT

Relating to:

\$3,940,000

City of Inver Grove Heights, Minnesota  
Golf Course Gross Revenue Refunding Bonds  
Series 2003A

THIS DEFEASANCE ESCROW AGREEMENT, dated \_\_\_\_\_, 2012 (the "Agreement"), is made and executed by and between the City of Inver Grove Heights, Dakota County, Minnesota (the "City"), and Wells Fargo Bank, National Association, Minneapolis, Minnesota, a banking corporation whose deposits are insured by the Federal Deposit Insurance Corporation and whose capital and surplus is not less than \$500,000 (the "Escrow Agent"):

WITNESSETH: That the parties hereto recite and, in consideration of the mutual covenants contained herein, covenant and agree as follows:

1. The City, in accordance with a resolution adopted by its governing body on February 13, 2012, entitled "Resolution Providing for the Defeasance, Prepayment and Redemption of the Outstanding Golf Course Gross Revenue Refunding Bonds, Series 2003A, of the City and Authorizing Execution of an Escrow Agreement" (the "Resolution"), a certified copy of which has been filed with the Escrow Agent, has provided for the defeasance of the outstanding Golf Course Gross Revenue Refunding Bonds, Series 2003A (the "Bonds"), dated March 1, 2003, issued by the City in the original aggregate principal amount of \$3,940,000, of which \$1,235,000 in principal amount is subject to redemption and prepayment on December 1, 2012 (the "Redemption Date").

2. The City has also, in accordance with the Resolution, appropriated the amount of \$\_\_\_\_\_ for purchase of securities which are general obligations of the United States, securities whose principal and interest payments are guaranteed by the United States, or securities issued by agencies of the United States, marked Exhibit A and made a part hereof, together with cash in the amount of \$\_\_\_\_\_, and has irrevocably deposited all such funds and securities with the Escrow Agent on the date of this Agreement. It is understood and agreed that the dates and amounts of payments of principal and interest due on the securities so deposited are as indicated in Exhibit A, and that the cash deposited and the principal and interest payments due on such securities are such as to provide the interest payments due on such securities and are such as to provide the funds required to pay all principal and interest payable on the Bonds, on and prior to their maturity dates and at their Redemption Date, as the case may be, as stated in the Resolution.

3. The Escrow Agent acknowledges receipt of the securities described in paragraph 2 hereof and agrees that it will hold such securities in a special escrow account (the "Escrow Account") created by the Resolution in the name of the City, and will collect and receive on behalf of the City all payments of principal and interest on such securities and will remit from the Escrow Account (i) to the paying agent (the "Paying Agent") for the Bonds the funds required from time to time for the payment of principal and interest on the Bonds to the Redemption Date; and (ii) to the Paying Agent for the Bonds the funds needed for the redemption and prepayment of the outstanding principal amount of the Bonds on the Redemption Date. After provision for payment of all remaining Bonds, the Escrow Agent will remit any remaining funds in the Escrow Account to the City.

4. In order to insure continuing compliance with the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder (collectively, the "Code"), the Escrow Agent agrees that it

will not reinvest any cash received in payment of the principal of and interest on the Federal Securities held in the Escrow Account. This prohibition on reinvestment shall continue unless and until an opinion is received by the Escrow Agent from nationally recognized bond counsel that reinvestments, as specified in said opinion, may be made in a manner consistent with the Code. Reinvestment, if any, of amounts in the Escrow Account made pursuant to this paragraph may be made only in direct obligations of the United States of America which mature prior to the next date on which either principal or interest on the Bonds is payable.

5. The Escrow Agent expressly waives any lien upon or claim against the moneys and investments in the Escrow Account.

6. If at any time it shall appear to the Escrow Agent that the money in the Escrow Account allocable for such use hereunder will not be sufficient to make any interest payment due to the holders of any of the Bonds, or principal payment due to the holders of any of the Bonds, the Escrow Agent shall immediately notify the City. The City thereupon shall forthwith deposit in Escrow Account from Gross Revenues of the Facility (as such terms are defined in the resolution awarding sale of the Bonds) as may be required to meet fully the amount to become due and payable.

7. The City will not repeal or amend the Resolution which calls the Bonds for redemption on their Redemption Date. The Escrow Agent shall cause the Notice of Call for Redemption attached hereto as Exhibit B to be mailed not less than 30 days prior to the Redemption Date to the registered owners of the Bonds to be redeemed, at their addresses appearing in the bond register and also to the bank at which the principal and interest on the Bonds are then payable; but failure to give such notice shall not affect the validity of the call for redemption.

8. On or before December 2, 2012, the Escrow Agent shall submit to the City a report covering all money it shall have received and all payments it shall have made or caused to be made hereunder during the preceding twelve months.

9. It is recognized and agreed that title to the Federal Securities and cash, if any, held in the Escrow Account from time to time shall remain vested in the City but subject always to the prior charge and lien thereon of this Agreement and the use thereof required to be made by this Agreement. The Escrow Agent shall hold all such money and obligations in a special trust fund and account separate and wholly segregated from all other funds and securities of the Escrow Agent, and shall never commingle such money or securities with other money or securities; provided, however, that nothing herein contained shall be construed to require the Escrow Agent to keep the identical monies, or any part thereof, received for the Escrow Account on hand, but moneys of an equal amount (except to the extent such are represented by investments permitted under this Agreement) shall always be maintained on hand as funds held by the Escrow Agent as trustee, belonging to the City, and a special account shall at all times be maintained on the books of the Escrow Agent, together with such investments. In the event of the Escrow Agent's failure to account for any money or obligations held by it in the Escrow Account, such money and obligations shall be and remain the property of the City, and if for any reason such money or obligations cannot be identified, all other assets of the Escrow Agent shall be impressed with a trust for the amount thereof, and the City shall be entitled to a preferred claim upon such assets. It is understood and agreed that the responsibility of the Escrow Agent under this Agreement is limited to the safekeeping and segregation of the funds and securities deposited with it in the Escrow Account, and the collection of and accounting for the principal and interest payable with respect thereto.

10. This Agreement is made by the City for the benefit of the holders of the Bonds, and is not revocable by the City, and the investments and other funds deposited in the Escrow Account and all income therefrom have been irrevocably appropriated for the payment of the principal amount of and interest on the Bonds to and on the Redemption Date in accordance with this Agreement.

11. This Agreement shall be binding upon and shall inure to the benefit of the City and the Escrow Agent and their respective successors and assigns. In addition, this Agreement shall constitute a third-party beneficiary contract for the benefit of the holders of the Bonds and said third-party beneficiaries shall be entitled to enforce performance and observance by the City and the Escrow Agent of the respective agreements and covenants herein contained as fully and completely as if said third-party beneficiaries were parties hereto. Any bank into which the Escrow Agent may be merged or with which it may be consolidated or any bank resulting from any merger or consolidation to which it shall be a party or any bank to which it may sell or transfer all or substantially all of its corporate trust business shall, if the City approves, be the successor agent without the execution of any document or the performance of any further act.

12. The Escrow Agent may at any time resign and be discharged of its obligations hereunder by giving to the City Administrator of the City written notice of such resignation not less than 60 days before the date when the same is to take effect and by publication of a copy of such notice in a daily or weekly Minnesota newspaper published in a Minnesota city of the first class, or its metropolitan area, which circulates throughout the State of Minnesota and furnishes financial news as part of its service, not less than 30 days prior to such date; provided that the Escrow Agent shall return to the City the pro rata portion of its fee which is allocable to the period of time commencing on the effective date of such resignation. Such resignation shall take effect upon the date specified in the notice, or upon the appointment and qualification of a successor prior to that date. In the event of such resignation, a successor shall promptly be appointed by the City, and the City Administrator of the City shall immediately give written notice thereof to the predecessor escrow agent and publish the notice in the manner described in this paragraph 12. If, in a proper case, no appointment of a successor agent is made within 45 days after the receipt by the City of notice of such resignation, the Escrow Agent or the holder of any Bond may apply to any court of competent jurisdiction to appoint a successor escrow agent, which appointment may be made by the Court after such notice, if any, as the court may prescribe. Any successor escrow agent appointed hereunder shall execute, acknowledge and deliver to its predecessor escrow agent and to the City a written acceptance of such appointment, and shall thereupon without any further act, deed or conveyance become fully vested with all moneys, properties, duties and obligations of its predecessor, but the predecessor shall nevertheless pay over, transfer, assign and deliver all moneys, securities or other property held by it to the successor escrow agent, shall execute, acknowledge and deliver such instruments of conveyance and do such other things as may reasonably be required to vest and confirm more fully and certainly in the successor escrow agent all right, title and interest in and to any property held by it hereunder. Any bank into which the Escrow Agent may be merged or with which it may be consolidated or any bank resulting from any merger or consolidation to which it shall be a party or any bank to which it may sell or transfer all or substantially all of its corporate trust business shall, if the City approves, be the successor escrow agent without the execution of any document or the performance of any further act.

13. The Escrow Agent acknowledges receipt of the sum of \$ \_\_\_\_\_ as its full compensation for its services to be performed under this Agreement.

14. Any notice, authorization, request or demand required or permitted to be given in accordance with the terms of this Agreement shall be in writing and sent by registered or certified mail addressed:

If to the City:

City of Inver Grove Heights  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077-3410  
Attention: City Administrator

If to the Escrow Agent: Wells Fargo Bank, National Association  
255 Second Avenue South  
Minneapolis, MN 55479  
Attention: Corporate Trust Operations

15. The exhibits which are a part of this Agreement are as follows:

Exhibit A	Federal Securities
Exhibit B	Notice of Call for Redemption

IN WITNESS WHEREOF the parties hereto have caused this Defeasance Escrow Agreement to be duly executed by their duly authorized officers, in counterparts, each of which is deemed to be an original agreement, as of the date and year first written above.

**CITY OF INVER GROVE HEIGHTS, MINNESOTA**

By \_\_\_\_\_  
Its Mayor

(SEAL)

By \_\_\_\_\_  
Its City Administrator

(Signature page of the City to the Defeasance Escrow Agreement)

Execution page of the Escrow Agent to the Defeasance Escrow Agreement, dated as of the date and year first written above.

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**

By \_\_\_\_\_  
Its Corporate Trust Officer

(Signature page of the Escrow Agent to the Defeasance Escrow Agreement)

**EXHIBIT A**  
**FEDERAL SECURITIES**

**EXHIBIT B**

**NOTICE OF CALL FOR REDEMPTION**

NOTICE OF CALL FOR REDEMPTION

\$3,940,000  
GOLF COURSE GROSS REVENUE REFUNDING BONDS  
SERIES 2003A  
CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

NOTICE IS HEREBY GIVEN that, by order of the City Council of the City of Inver Grove Heights, Dakota County, Minnesota (the "City"), there have been called for redemption and prepayment on

December 1, 2012

all outstanding bonds of the City designated as Golf Course Gross Revenue Refunding Bonds, Series 2003A, having stated maturity dates of December 1 in the years 2012 through 2014, both inclusive, totaling \$1,235,000 in principal amount, and with the following CUSIP numbers:

<u>Year of Maturity</u>	<u>Amount</u>	<u>CUSIP</u>
2012	\$395,000	461222 BU4
2013	415,000	461222 BV2
2014	425,000	461222 BW0

The bonds are being called at a price of par plus accrued interest to December 1, 2012, on which date all interest on said bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment at the main office of Wells Fargo Bank, National Association, in the City of Minneapolis, Minnesota, on or before December 1, 2012, at the following address:

Wells Fargo Bank, National Association  
Attention: Corporate Trust Operations  
255 Second Avenue South  
Minneapolis, MN 55479-0113

Important Notice: In compliance with the Jobs and Growth Tax Relief Reconciliation Act of 2003, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

The Registrar will not be responsible for the selection or use of the CUSIP number, nor is any representation made as to the correctness indicated in the Redemption Notice or on any Bond. It is included solely for convenience of the Holders.

Dated: \_\_\_\_\_, 2012.

BY ORDER OF THE CITY COUNCIL

By:       /s/      Joe Lynch        
City Administrator  
City of Inver Grove Heights, Minnesota

<

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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING A PURCHASE AGREEMENT BETWEEN THE CITY OF  
INVER GROVE HEIGHTS AND THE CITY OF INVER GROVE HEIGHTS  
ECONOMIC DEVELOPMENT AUTHORITY RELATING TO THE SALE OF EXCESS  
PROPERTY OWNED BY THE CITY OF INVER GROVE HEIGHTS LOCATED ON A  
PORTION OF THE INVERWOOD GOLF COURSE PROPERTY**

**WHEREAS**, the City of Inver Grove Heights (City) owns the real property described on the attached Exhibit A (Real Property).

**WHEREAS**, the Real Property is part of the Inverwood Golf Course.

**WHEREAS**, the bonds issued by the City to finance the acquisition and improvement of the Inverwood Golf Course provide certain covenants and restrictions on sale of land that is part of the Inverwood Golf Course.

**WHEREAS**, Section 6.06 of the Resolution awarding the sale of such bonds provides:

The City will not sell, mortgage or in any manner dispose of the Facility or any part thereof, including any and all extensions and additions that may be made thereto, until all of the Bonds have been paid in full; provided, however, that the City may sell the same if there is, simultaneously with the sale, deposited with the Registrar for the Bonds the amount necessary to retire all of the outstanding Bonds payable from Facility revenues including interest to accrue to the date when the Bonds are called for payment. This covenant is not be construed to prevent the sale by the City at fair market value of real estate, equipment or other non-revenue producing properties which in the judgment of the City have become unnecessary, uneconomical or inexpedient to use in connection with the Facility, provided (i) other facilities or equipment are obtained in replacement thereof if and to the extent necessary to operate and maintain the Facility, and (ii) any remaining cash balance from any transaction is deposited in the Revenue Bond Account.

**WHEREAS**, the City, in order to promote economic development, desires to sell the Real Property to the City of Inver Grove Heights Economic Development Authority (EDA) for \$1,352,000.00.

**WHEREAS**, the City has determined that the Real Property is not necessary to the function or purpose of the Inverwood Golf Course and may be sold without affecting the operations at the Inverwood Golf Course.

**WHEREAS**, the City has determined that the Real Property is no longer needed for public use or for public purpose.

**WHEREAS**, the bond covenant recited above provides that the City may sell land that is part of the Inverwood Golf Course “provided, however, that the City may sell the same if there is, simultaneously with the sale, deposited with the Registrar for the Bonds the amount necessary to retire all of the outstanding Bonds payable from Facility revenues including interest to accrue to the date when the Bonds are called for payment”.

**WHEREAS**, the City intends to deposit with the Registrar for the Bonds the amount necessary to retire all of the outstanding Bonds payable from Facility revenues including interest to accrue to the date when the Bonds are called for payment.

**WHEREAS**, sale by the City of the Real Property to the EDA is authorized by Minnesota Statutes § 465.035.

**WHEREAS**, the City of Inver Grove Heights Planning Commission, pursuant to Minnesota Statutes § 462.356, Subd. 2. has found that sale by the City of the Real Property to the EDA is consistent with the City’s Comprehensive Municipal Plan.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Inver Grove Heights, Minnesota:

1. The City Council hereby determines that the Real Property is not necessary to the function or purpose of the Inverwood Golf Course and may be sold without affecting the operations at the Inverwood Golf Course.
2. The City Council hereby determines that the Real Property is no longer needed for public use or for public purpose.
3. The City Council hereby approves the attached Purchase Agreement with the EDA for the Real Property at a purchase price of \$1,352,000.00.
4. The Mayor and Deputy City Clerk are authorized to sign the attached Purchase Agreement between the City and the EDA.
5. The City Council hereby determines that sale of the Real Property to the EDA will promote economic development.

Adopted by the City Council of Inver Grove Heights this 13<sup>th</sup> day of February, 2012.

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Rheame, Deputy City Clerk

**EXHIBIT A**  
**LEGAL DESCRIPTION OF REAL PROPERTY**

**PARCEL 1:**

All that part of the North Half of the Northeast Quarter of Section 8, Township 27, Range 22, Dakota County, Minnesota, lying Westerly of Babcock Trail (aka German Road) and lying Northeasterly of the centerline of 70<sup>th</sup> Street East as depicted on Dakota County Right of Way Map No. 124 recorded as Document No. 1029051.

Abstract Property.

Subject to roadway easement and other easements of record.

**PARCEL 2:**

That part of the South Half of the Southeast Quarter of Section 5 and that part of the North Half of the Northeast Quarter of Section 8, all in Township 27, Range 22, Dakota County, Minnesota, described as follows:

Commencing at the North Quarter corner of said Section 8; thence South 89 degrees 46 minutes 10 seconds East, assumed bearing, along the north line of said Section 8 a distance of 300.00 feet to the point of beginning of the parcel to be described; thence continuing South 89 degrees 46 minutes 10 seconds East 834.38 feet; thence North 00 degrees 13 minutes 50 seconds East 41.25 feet; thence South 89 degrees 46 minutes 10 seconds East 97.92 feet; thence South 03 degrees 48 minutes 38 seconds East 594.27 feet; thence South 83 degrees 15 minutes 06 seconds West 358.76 feet; thence North 00 degrees 28 minutes 53 seconds West 155.00 feet; thence North 89 degrees 46 minutes 10 seconds West 320.00 feet; thence North 15 degrees 59 minutes 15 seconds West 59.39 feet; thence North 89 degrees 46 minutes 10 seconds West 280.00 feet; thence North 00 degrees 13 minutes 50 seconds East 383.12 feet to the point of beginning.

Subject to an easement for sewer drainfield purposes over, under and across, that part of the North Half of the Northeast Quarter of Section 8, all in Township 27, Range 22, Dakota County, Minnesota, bounded by a line described as follows:

Commencing at the North Quarter corner of said Section 8; thence South 89 degrees 46 minutes 10 seconds East, assumed bearing, along the north line of said Section 8 a distance of 300.00 feet; thence continuing South 89 degrees 46 minutes 10 seconds East 610.68 feet; thence South 00 degrees 28 minutes 53 seconds East 440.18 feet; thence North 89 degrees 46 minutes 10 seconds West 11.86 feet to the point of beginning of the line to be described; thence continuing North 89 degrees 46 minutes 10 seconds West 124.83 feet; thence North 26 degrees 48 minutes 44 seconds West 38.82 feet; thence North 10 degrees 42 minutes 37 seconds East 187.23 feet; thence South 85 degrees 23 minutes 36 seconds East 63.95 feet; thence South 13 degrees 56 minutes 21 seconds East 60.86 feet; thence South 25 degrees 59 minutes 57 seconds East 64.60 feet; thence South 00 degrees 28 minutes 53 seconds East 96.85 feet to the point of beginning.

Subject to roadway and other easements of record.

**PURCHASE AGREEMENT  
FOR  
INVERWOOD GOLF COURSE EXCESS PROPERTY**

**SELLER:**

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

**BUYER:**

City of Inver Grove Heights  
Economic Development Authority  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

## PURCHASE AGREEMENT

**THIS PURCHASE AGREEMENT** is made this 13<sup>th</sup> day of February, 2012, by and between Seller and Buyer as hereafter defined. Subject to the performance by the Buyer of the provisions and conditions hereinafter set forth, Seller in consideration of the Purchase Price to be paid as hereinafter provided agrees to sell and convey to Buyer and Buyer agrees to purchase the Real Property. Subject to the covenants, warranties, representations and mutual consideration herein contained, the parties hereby agree as follows:

### **Section 1. DEFINITIONS.**

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

**1.2 BUYER.** Buyer shall mean the City of Inver Grove Heights Economic Development Authority, an economic development authority established under Minnesota Statutes, § 469.090 to 469.1081.

**1.3 SELLER.** Seller shall mean the City of Inver Grove Heights, a Minnesota municipal corporation.

**1.4 CLOSING DATE.** Closing Date shall mean March 30, 2012, at 10:00 a.m.

**1.5 CLOSING DOCUMENTS.** Closing Documents shall mean and comprise the following to be provided by Seller:

- a.) A Warranty Deed for the Real Property to be signed by Seller.
- b.) An affidavit by Seller of no judgments, no tax liens and no unrecorded interests, which shall include a statement that there has been no labor or materials furnished for which mechanic's liens can be filed.
- c.) Satisfaction of any liens and mortgages on the Real Property.
- d.) All other documents affecting title to and possession of the Real Property and necessary to transfer or assign the same to Buyer.

**1.6 CLOSING LOCATION.** Closing Location shall mean the offices of the City of Inver Grove Heights at 8150 Barbara Avenue, Inver Grove Heights, Minnesota 55077, or at such other location as the parties may agree in writing.

**1.7 CONDITIONS PRECEDENT TO CLOSING BY Seller.** Conditions Precedent To Closing by Seller shall mean the following:

- a.) **ACCURACY OF REPRESENTATIONS.** The representations, warranties, covenants and agreements of Buyer contained in this Agreement or in any written statement memorandum or exhibit that shall be delivered pursuant to this Agreement shall be true in all respects at and as of the Closing Date as though such representations, warranties, covenants and agreements were made at and of the Closing Date.
- b.) **PERFORMANCE.** The Buyer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by Buyer prior to or at the Closing Date.
- c.) **ABSENCE OF LITIGATION.** No action or proceeding by or before any court or other governmental body shall have been instituted or threatened pertaining to any transaction contemplated by this Agreement or its consummation or the transfer or sale of the Real Property.
- d.) **APPROVAL OF DOCUMENTS.** Other than documents the form of which are specified in exhibits hereto, the form and substance of all certificates, instruments, opinions and other documents delivered by one party to another under this Agreement shall be satisfactory in all reasonable respect to the party to receive the document and its counsel.

**1.8 CONDITIONS PRECEDENT TO CLOSING BY BUYER.** Conditions Precedent To Closing by Buyer shall mean the following:

- a.) **ACCURACY OF REPRESENTATIONS.** The representations, warranties, covenants and agreements of Seller contained in this Agreement or in any written statement memorandum or exhibit that shall be delivered pursuant to this Agreement shall be true in all respects at and as of the Closing Date as though such representations, warranties, covenants and agreements were made at and of the Closing Date.
- b.) **PERFORMANCE.** Seller hereto shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by Seller prior to or at the Closing Date.
- c.) **ABSENCE OF LITIGATION.** No action or proceeding by or before any court or other governmental body shall have been instituted or threatened pertaining to any transaction contemplated by this Agreement or its consummation or the transfer or sale of the Real Property.

- d.) **APPROVAL DOCUMENTS.** Other than documents the form of which is specified in exhibits hereto, the form and substance of all certificates, instruments, opinions and other documents delivered by one party to another under this Agreement shall be satisfactory in all reasonable respect to the party to receive the document and its counsel.
- e.) **ACCEPTANCE BY BUYER.** An express condition precedent is that in Buyer's sole opinion and judgment, the following are found by Buyer to be satisfactory and acceptable to Buyer:
- 1) the recorded easements to which the Real Property is subject.
  - 2) the status of the encumbrances and the marketability of title with respect to the Real Property.
  - 3) an ALTA boundary survey for the Real Property.
  - 4) the status of any boundary line issues and any encroachments on the Real Property.

**1.9 PERMITTED ENCUMBRANCES.** Permitted Encumbrances shall mean and comprise the following:

- a.) building and zoning laws, ordinances, state and federal regulations;
- b.) utility, road and drainage easements which do not interfere with improvements to the premises; all such easements must be confined by a specific legal description for a specific width of the easement and such easements must not be "blanket" easements that encumber more area than needed for the specific easement purpose;
- c.) easements, restrictions and reservations of record, if any, that are satisfactory and acceptable to Buyer, in Buyer's sole judgment.

**1.10 POSSESSION DATE.** Possession Date shall mean Closing Date.

**1.11 PURCHASE PRICE.** Purchase Price shall mean the total sum of One Million, Three Hundred and Fifty Two Thousand Dollars (\$1,352,000.00) payable as stated in Section 2.

**1.12 REAL PROPERTY.** Real Property shall mean that certain real property located in the City of Inver Grove Heights, Dakota County, State of Minnesota, legally described on the attached Exhibit A.

The Real Property shall also include all of the right, title and interest of the owner of the property in and to any easements, rights of way, privileges, appurtenances, and right to the same belonging to or inuring to the benefit of the Real Property.

1.13 HAZARDOUS SUBSTANCE. Hazardous Substance means any of the following:

- a.) Any commercial chemical designated pursuant to the Federal Water Pollution Control Act, under United States Code, title 33, Section 1321(b)(2)(A);
- b.) Any hazardous air pollutant listed pursuant to the Clean Air Act, under United States Code, title 42, section 7412;
- c.) Any hazardous substance, pollutant or contaminant regulated under the Comprehensive Environmental Response Compensation and Liability Act as amended, 42 U.S.C. 9601 et. seq. (CERCLA); and hazardous substance, pollutant or contaminant regulated under similar Minnesota environmental laws;
- d.) Any hazardous waste under Minnesota laws;
- e.) Pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act, as amended, 7 U.S.C. Section 136 et. seq. (FIFRA);
- f.) Asbestos, polychlorinated biphenyls (PCBs), toxic substances, and other substances regulated under the Toxic Substances Control Act, as amended, 15 U.S.C. section 2601 et. seq. (TSCA);
- g.) Source material, special nuclear material, by product materials, any other radioactive materials or radioactive wastes however produced, regulated under the Atomic Energy Act, as amended, 42 U.S.C. section 2011 et. seq. or the Nuclear Waste Policy Act of 1982, as amended, 42 U.S.C. section 10101 et. seq.;
- h.) Industrial process and pollution control wastes, which are hazardous within the meaning of the Resource Conservation and Recovery Act, as amended 42 U.S.C. Section 6901 et. seq. (RCRA);
- i.) Any hazardous material under the Hazardous Materials Transportation Act, 49 USCS Appx. Section 1801 et. seq.;

- j.) Any hazardous material listed in Code of Federal Regulation Title 49, Section 172.101;
- k.) Any pollutant or contaminant as defined by 42 U.S.C. Section 9601.

1.14 **RELEASE.** Release means any spilling, leakage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment of any Waste, Hazardous Substance, Petroleum or pollutant or contaminant as defined by 42 U.S.C. Section 9601.

1.15 **PETROLEUM.** Petroleum means any of the following:

- a.) gasoline
- b.) fuel oil
- c.) kerosene
- d.) any petroleum distillate
- e.) any petroleum residual
- f.) diesel fuel
- g.) oil
- h.) ethanol.

1.16 **CONSTRUCTION DEBRIS.** Construction Debris means waste building materials, packaging, and rubble resulting from construction, remodeling, repair, and demolition of buildings and roads.

1.17 **DEMOLITION DEBRIS.** Demolition Debris means solid waste resulting from the demolition of buildings, roads, and other man-made structures including concrete, brick, bituminous concrete, untreated wood, masonry, glass, trees, rock, and plastic building parts.

1.18 **INDUSTRIAL SOLID WASTE.** Industrial Solid Waste means all solid waste generated from an industrial or manufacturing process and solid waste generated from nonmanufacturing activities such as service and commercial establishments.

1.19 **MIXED MUNICIPAL SOLID WASTE.** Mixed Municipal Solid Waste means garbage, refuse, and other solid waste from residential, commercial, industrial, and community activities that the generator of the waste aggregates for collection.

1.20 **SOLID WASTE.** Solid Waste means garbage, refuse, sludge from a water supply treatment plant or air contaminant treatment facility, and other discarded waste materials and sludges, in solid, semi-solid, liquid, or contained gaseous form, resulting from industrial, commercial, mining, and agricultural, operations, and from community activities, but does not include animal waste used as fertilizer.

1.21 **WASTE.** Waste means, jointly and severally, the following:

- a.) Hazardous Substances
- b.) Construction Debris
- c.) Demolition Debris
- d.) Industrial Solid Waste
- e.) Mixed Municipal Solid Waste
- f.) Solid Waste.

1.22 **SELLER'S WARRANTIES.** Seller's Warranties shall mean and comprise the following:

Seller represents and warrants to Buyer that:

- a.) **TITLE.** At Closing Date, Seller will have good and marketable title pursuant to the laws of the State of Minnesota to the Real Property to be conveyed hereunder. At Closing Date, the Real Property will not be subject to a contract or other agreement of sale and the Real Property will not be subject to security interests, judgments, pledges, mortgages, encumbrances, liens (including income, personal property and other tax liens) or off-sets, claims, reductions or charges of any kind or character.
- b.) **LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending or, to the best knowledge of Seller, threatened, against or affecting Seller with respect to the Real Property.
- c.) **NO WASTE.** To Seller's best knowledge, the Real Property is free of Waste and Hazardous Substances. The Real Property is not subject to any "Super Fund" type liens or claims by governmental regulatory agencies or other third parties arising from the Release or threatened Release of Waste or Hazardous Substances in, on or about the subject Real Property. To Seller's best knowledge, the Real Property has not been used for the disposal of Waste or Hazardous Substances. To Seller's best knowledge, the Real Property has not been used in connection with the generation, storage, treatment or transportation of Waste or Hazardous Substances. To Seller's best knowledge, the soil and ground of the Real Property are free from any spills, deposits, contaminations or seepage of Waste and Hazardous Substances and free from any Release of any Waste and Hazardous Substances.
- d.) **NO PETROLEUM LEAKAGE.** With respect to Petroleum, natural gas, natural gas liquids, liquified natural gas, and synthetic gas usable for fuel or

mixtures thereof to Seller's best knowledge, the Real Property is free of such liquids, gases and substances and has not been used for the generation, treatment or disposal thereof. To Seller's best knowledge, the soil and ground of the Real Property are free from any spills, deposits, contamination or seepage thereof and free from any "Release" of any Petroleum.

**Section 2. PURCHASE PRICE AND MANNER AND TIME OF PAYMENT.**

Buyer, in consideration of the mutual promises and covenants herein contained, agrees to pay to the Seller for the Real Property the Purchase Price in the following manner and at the following times:

The amount of \$1,352,000.00 shall be paid by \$352,000 in cash or by certified check on the Closing Date and by execution and delivery on the Closing Date of a Revenue Note for \$1,000,000, a copy of which is attached hereto as **Exhibit B**.

**Section 3. OBLIGATION TO PROVIDE A WARRANTY DEED.** Subject to performance by the Buyer of the Agreement herein, the Seller agrees to execute and deliver a Warranty Deed to the Buyer agreeing conveying marketable title to the Real Property subject only to the Permitted Encumbrances. The Real Property shall be free of any lien, mortgage, charge or encumbrance or lease.

**Section 4. REAL ESTATE TAXES.** Seller shall pay all real estate taxes payable prior to the year of Closing, plus any penalty and interest. Seller does not make any representation concerning the amount of real estate taxes which will be assessed against the Real Property subsequent to the Closing Date.

With respect to real estate taxes payable in the year of Closing, the real estate taxes shall be pro-rated between Seller and Buyer with Seller's paying for the days before Closing and Buyer paying for the days after Closing. The Seller's share of taxes shall be an adjustment at Closing and credited to Buyer.

**Section 5. SPECIAL ASSESSMENTS.** Prior to or at closing, the Seller shall pay all special assessments against the Real Property, including those levied and pending as of the Closing Date and including the special assessment installment payable in the year of closing.

**Section 6. PURCHASE OF PROPERTY "AS IS".** It is agreed and understood that the Buyer will be inspecting the Real Property and that the Buyer will be purchasing the Real Property in its "AS IS" condition with no warranties or representations by the Seller as to the condition of the premises or any structures or improvements thereon, except as stated in the Seller's Warranties.

**Section 7. CLOSING DATE AND POSSESSION DATE.** Subject to performance

by the Buyer of this Agreement, the closing shall occur on the Closing Date and the Seller agrees to deliver possession not later than the Possession Date provided that all conditions of this Agreement have been met. The delivery of all papers, monies and matters relating to the closing shall take place at the Closing Location.

**Section 8. DOCUMENTS TO BE FURNISHED BY SELLER.** By February 17, 2012, the Seller shall furnish to the Buyer at the Seller's expense the following:

- a.) A title insurance commitment covering the Real Property and appurtenant easements, if any, in either case to include property searches covering bankruptcies, state and federal judgments and tax liens, evidencing the Seller's title to the property.
- b.) Within ten (10) days following the Buyer's receipt of the documents referred to above, the Buyer shall give the Seller written notice of any objections to the title of the Real Property.
- c.) If any objections are so made, the Seller shall be allowed ninety (90) days after receipt of such written objections to make such title marketable. The Seller further agrees to use all reasonable efforts and to expend such sums as may be reasonably necessary to make said title marketable in the event a defect is disclosed. Pending correction of title, the payments herein required shall be postponed but upon correction of title and within ten (10) days after written notice to the Buyer, the Buyer and the Seller shall perform this Agreement according to its terms.
- d.) If said title is not marketable and is not made so within ninety (90) days from the date of delivery of the written objections thereto as above provided, then Buyer shall have the right (a) to terminate this Agreement upon notice given to Seller or (b) to waive such objections and proceed with such purchase. If title to said property is marketable or is made marketable within said time, and Buyer shall default in any of the agreements herein contained, then and in such case, the Seller may terminate this Agreement, time being of the essence hereof or Seller may specifically enforce this Agreement.
- e.) This provision shall not deprive either party of the right of enforcing the specific performance of this Agreement, provided this Agreement is not terminated and provided that action to enforce specific performance is commenced within six (6) months after such right of action arises.

**Section 9. WARRANTIES.** Seller represents and warrants to Buyer all of the Seller's Warranties as defined in this Agreement. The Seller's Warranties shall survive the closing and shall not merge with the Closing Documents.

**Section 10. CONDITIONS PRECEDENT.** The obligations of Buyer to purchase the Real Property are subject to the satisfaction, at or before the Closing, of all the Conditions Precedent To Closing by Buyer. Buyer may waive any or all of the conditions which are included herein for its benefit in whole or in part without prior notice, provided, however, that no such waiver of a condition shall constitute a waiver by Buyer of any of its other rights or remedies, at law or in equity, if Seller shall be in default of any of his representations, covenants, indemnifications, warranties or agreements under this Agreement.

The obligations of Seller to sell Real Property are subject to the satisfaction, at or before the closing, of all the Conditions Precedent To Closing By Seller. Seller may waive any or all of the conditions which are included herein for his benefit in whole or in part without prior notice, provided, however, that no such waiver of a condition shall constitute a waiver by Seller of any of his other rights or remedies, at law or in equity, if Buyer shall be in default of any of its representations, warranties or agreements under this Agreement.

**Section 11. CLOSING DOCUMENTS.** Subject to performance by the Buyer, the Seller agrees to execute as necessary and deliver at the Closing Date the Closing Documents to be provided by Seller. Subject to performance by the Seller, the Buyer agrees to deliver at the Closing Date the Purchase Price recited in Section 2.

**Section 12. SURVEY.** Seller, at its own expense, has obtained an ALTA boundary survey of the Real Property. Seller shall deliver said survey to Buyer.

**Section 13. ENVIRONMENTAL ASSESSMENT.** Buyer, at its own expense, may obtain a Phase I environmental assessment of the Real Property. Seller agrees to cooperate in the preparation of the Phase I environmental assessment and to accurately respond to any questions and inquiries that are posed to Seller relating to preparation of Phase I environmental assessment. Seller agrees to make the Real Property available for on-site and field inspections.

**Section 14. TITLE INSURANCE.** Buyer intends to obtain a title insurance policy with respect to the Real Property. Buyer shall be obligated to pay for the title insurance policy up to a face value of the policy equal to the Purchase Price. Seller shall pay for the title insurance commitment.

**Section 15. COSTS OF CLOSER.** If at the Closing a closer is used by the title insurance company, then the costs for the closer shall be paid one-half (½) by Buyer and one-half (½) by Seller.

**Section 16. STATE DEED TAX.** At closing, Seller shall pay the state deed tax due on the Warranty Deed.

**Section 17. MISCELLANEOUS.**

- a.) The headings in this Agreement are for convenience only and are not part of this Agreement and do not in any way limit or amplify the terms and provisions hereof. It is understood and agreed that this Agreement has been made following negotiation by the parties and it is, therefore, not to be construed against any party because of draftsmanship.
- b.) All modifications to this Agreement must be in writing and signed by the parties hereto.
- c.) The parties hereto agree that all of their respective representations and warranties, wherever in this Agreement contained, shall survive the closing of this transaction and the delivery of consideration, and that all representations and warranties made herein and in any document delivered in connection herewith shall not merge with the warranty deed but shall survive said Closing Documents.
- d.) This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior arrangements and understandings between the parties hereto.
- e.) This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**Section 18. NOTICES.** Any notices hereunder shall be deemed sufficiently given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

**If to Buyer:**

City of Inver Grove Heights  
Economic Development Authority  
c/o George Tourville, President  
8150 Barbara Avenue  
Inver Grove Heights, Minnesota 55077

**If to Seller:**

City of Inver Grove Heights  
c/o Joe Lynch, City Administrator  
8150 Barbara Avenue  
Inver Grove Heights, Minnesota 55077

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after

mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

**Section 19. AMENDMENT AND WAIVER.** The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

**IN WITNESS WHEREOF**, the parties have hereto executed this Purchase Agreement the day and year first above written.

**BUYER:  
CITY OF INVER GROVE HEIGHTS  
ECONOMIC DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
George Tourville  
Its President

By: \_\_\_\_\_  
Tom Link  
Its Executive Director

ATTEST:  
  
\_\_\_\_\_  
Kim Fox, Secretary

**SELLER:  
CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
George Tourville  
Its Mayor

ATTEST:

\_\_\_\_\_  
Melissa Rheame, Deputy City Clerk

**EXHIBIT A**  
**LEGAL DESCRIPTION OF REAL PROPERTY**

**PARCEL 1:**

All that part of the North Half of the Northeast Quarter of Section 8, Township 27, Range 22, Dakota County, Minnesota, lying Westerly of Babcock Trail (aka German Road) and lying Northeasterly of the centerline of 70<sup>th</sup> Street East as depicted on Dakota County Right of Way Map No. 124 recorded as Document No. 1029051.

Abstract Property.

Subject to roadway easement and other easements of record.

**PARCEL 2:**

That part of the South Half of the Southeast Quarter of Section 5 and that part of the North Half of the Northeast Quarter of Section 8, all in Township 27, Range 22, Dakota County, Minnesota, described as follows:

Commencing at the North Quarter corner of said Section 8; thence South 89 degrees 46 minutes 10 seconds East, assumed bearing, along the north line of said Section 8 a distance of 300.00 feet to the point of beginning of the parcel to be described; thence continuing South 89 degrees 46 minutes 10 seconds East 834.38 feet; thence North 00 degrees 13 minutes 50 seconds East 41.25 feet; thence South 89 degrees 46 minutes 10 seconds East 97.92 feet; thence South 03 degrees 48 minutes 38 seconds East 594.27 feet; thence South 83 degrees 15 minutes 06 seconds West 358.76 feet; thence North 00 degrees 28 minutes 53 seconds West 155.00 feet; thence North 89 degrees 46 minutes 10 seconds West 320.00 feet; thence North 15 degrees 59 minutes 15 seconds West 59.39 feet; thence North 89 degrees 46 minutes 10 seconds West 280.00 feet; thence North 00 degrees 13 minutes 50 seconds East 383.12 feet to the point of beginning.

Subject to and reserving to Grantor an easement for sewer drainfield purposes over, under and across, that part of the North Half of the Northeast Quarter of Section 8, all in Township 27, Range 22, Dakota County, Minnesota, bounded by a line described as follows:

Commencing at the North Quarter corner of said Section 8; thence South 89 degrees 46 minutes 10 seconds East, assumed bearing, along the north line of said Section 8 a distance of 300.00 feet; thence continuing South 89 degrees 46 minutes 10 seconds East 610.68 feet; thence South 00 degrees 28 minutes 53 seconds East 440.18 feet; thence North 89 degrees 46 minutes 10 seconds West 11.86 feet to the point of beginning of the line to be described; thence continuing North 89 degrees 46 minutes 10 seconds West 124.83 feet; thence North 26 degrees 48 minutes 44 seconds West 38.82 feet; thence North 10 degrees 42 minutes 37 seconds East 187.23 feet; thence South 85 degrees 23 minutes 36 seconds East 63.95 feet; thence South 13 degrees 56 minutes 21 seconds East 60.86 feet; thence South 25 degrees 59 minutes 57 seconds East 64.60 feet; thence South 00 degrees 28 minutes 53 seconds East 96.85 feet to the point of beginning.

Subject to roadway and other easements of record.

**EXHIBIT B**  
**REVENUE NOTE**

[attach Revenue Note]

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
COUNTY OF DAKOTA

CITY OF INVER GROVE HEIGHTS ECONOMIC DEVELOPMENT AUTHORITY  
TAXABLE REVENUE NOTE (GOLF COURSE PROPERTY)  
SERIES 2012

<u>Maturity Date</u>	<u>Date of Original Issue</u>
March __, 2032	March __, 2012

Lender: City of Inver Grove Heights

The City of Inver Grove Heights Economic Development Authority, a duly organized and existing political subdivision of the State of Minnesota (the "Authority"), acknowledges itself to be indebted and for value received hereby promises to pay to the City of Inver Grove Heights (the "Lender") by such means and manner as the Lender may designate in writing, but solely from and to the extent of the revenues pledged hereunder, the principal sum of One Million Dollars (\$1,000,000), without interest thereon, payable at the times and subject to the terms hereinafter provided.

The principal and redemption price of this Note are payable in lawful money of the United States of America at the office of the Lender. At the written request of the Lender thereof, payment of any principal amount of this Note shall be made by wire transfer of immediately available funds to any bank in the continental United States designated by the Lender.

This Note is subject to redemption at the option of the Authority, in whole or in part, as the Authority may determine, on any date, at a redemption price equal to par. Thirty (30) days notice of prior redemption will be given by mail to the Lender.

This Note is subject to mandatory redemption on each date of closing on the sale by the Authority of any portion of the Property (as defined hereinafter) to any third party. On each such closing date, the Authority shall pay to the Lender a payment equal to the proceeds from sale of the relevant portion of the Property, net of all customary costs incurred by Authority in connection with such sale (including without limitation taxes, closing costs, attorney or other professional fees). Such net sale proceeds are referred to herein as "Net Revenues." Each payment of Net Revenues shall be credited as partial redemption of the outstanding principal amount of the Note.

This Note is issued pursuant to the Purchase Agreement between the Authority and Lender dated as of \_\_\_\_\_, 2012 (the "Purchase Agreement"), for the purpose of providing funds to pay a portion of the purchase price of the Property (as that term is defined in the Purchase Agreement) being conveyed from Lender to the Authority, in full conformity with the laws of the State of Minnesota, including Minnesota Statutes, Section 469.103, as amended (the "Act"). This Note is not a general obligation of the Authority. Principal of this Note is payable solely from the Net Revenues derived sale of the Property. Neither this Note nor any of the agreements or obligations of the Authority shall be construed to constitute an indebtedness of the State, the County, the City, or the Authority within the meaning of any constitutional or statutory provisions whatsoever, nor constitute or give rise to a pecuniary liability or be a charge against the general credit or taxing powers of the State, the County, the City, or the Authority.

Unless the Lender in writing otherwise consents, the Authority covenants that, through the Maturity Date the Authority will only sell the Property or portions thereof to third parties for prices that yield, or are expected to yield, Net Revenues from all the sales in total in the amount of at least \$1,000,000. Further, if portions of the Property are sold to third parties prior to the Maturity Date, then the sale price of each portion being sold must be approved in writing by the Lender prior to the Authority's approval of a purchase agreement with the prospective buyer. If any principal balance of the Note remains unpaid at the Maturity Date, the Authority shall have no obligation to pay such balance, other than from Net Revenues collected by the Authority as of the Maturity Date.

This Note is not transferrable to any third party without approval by the Authority. If any term of this Note, or application thereof to any person or circumstances, shall, to any extent be invalid or unenforceable, the remainder of this Note, or the application of such term to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Note shall be valid and enforceable to the fullest extent permitted by law. This Note may not be amended, modified or changed, except only by an instrument in writing and signed by the party against whom enforcement of any amendment, change, modification or discharge is sought.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the charter of the Authority and the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Note in order to make it a valid and binding obligation of the Authority in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Note does not cause the indebtedness of the Authority to exceed any constitutional, statutory or charter limitation of indebtedness.

IN WITNESS WHEREOF, the City of Inver Grove Heights Economic Development Authority, Dakota County, Minnesota, by its Board of Commissioners, has caused this Note to be executed on its behalf by the facsimile or manual signatures of the President and Executive Director and has caused this Note to be dated as of the date set forth below.

Dated: \_\_\_\_\_

**CITY OF INVER GROVE HEIGHTS AMERICA  
ECONOMIC DEVELOPMENT AUTHORITY**

\_\_\_\_\_  
President

\_\_\_\_\_  
Executive Director



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February 1, 2012

Joe Lynch  
City Administrator  
City of Inver Grove Heights  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077-3410

Re: Transfer of Golf Course Property

Dear Joe:

You asked me to advise whether the City of Inver Grove Heights (the "City") may convey certain unused City property to the City of Inver Grove Heights Economic Development Authority (the "EDA") for less than fair market value. The brief answer is yes, for the reasons explained below.

### **Background**

The City has identified two parcels of land that are adjacent to the existing municipal golf course, but are not needed for golf course operations (referred to as the "Property"). The City has obtained appraisals indicating that the estimated market value of the Property is approximately \$1,800,000.

The City has proposed to convey the Property to the EDA for a purchase price of \$1,352,000, which is approximately the amount needed to defease the City's outstanding \$3,940,000 Golf Course Gross Revenue Refunding Bonds, Series 2003A (the "Series 2003A Bonds"). (The Property was acquired with proceeds of earlier bonds that were refunded by the Series 2003A Bonds.) The purchase price would be paid by an installment of \$352,000 in cash at closing, and delivery of a \$1,000,000 revenue note. The revenue note would be payable over ten years, without interest, and paid solely from net proceeds of future sales of the Property by the EDA. The purchase price is therefore less than estimated market value, and the terms of the revenue note (without interest) are also below typical market terms.

## Analysis

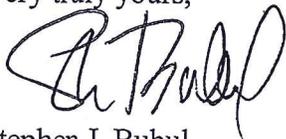
The City is clearly authorized to carry out a conveyance under such terms. Under Minnesota Statutes, Section 465.035, any city “may lease or convey its land for a nominal consideration, or without consideration or for such consideration as may be agreed upon to the state or to any governmental subdivision . . . for public use when authorized by its governing body.” Under Minnesota Statutes, Section 469.091, subd. 1, an economic development authority is a “political subdivision of the state,” which is equivalent to a “governmental subdivision.” Therefore, the City may convey the Property to the EDA for nominal or no consideration, if authorized by the City Council.

While the City and EDA expect that the Property will eventually be sold to and developed by private parties, such later use of the Property will not undermine the “public use” for the purposes of Section 465.035. The Minnesota Attorney General has long advised that the term “public use” in section 465.035 is synonymous with “public purpose.” *See* Op. Atty. Gen., Aug. 29, 1978. In the 1978 opinion, the Attorney General addressed the question of whether, after a school district had conveyed property to a city for a “public purpose” under Section 465.035, the City could then reconvey that property to private parties for economic development under Section 465.026 (a statute now codified at Section 469.185, and which authorizes cities to convey property for nominal consideration to encourage industry and employment).

The Attorney General reasoned that conveyance of land to promote economic development is itself a public purpose, and is therefore within the scope of Section 465.035. The power of the EDA to re-convey land for economic development (*see* Minnesota Statutes, Section 469.105) is similar to the city power cited in the 1978 opinion. In fact Section 469.091, subd. 2 expressly states that an economic development authority “carries out an essential governmental function when it exercises its power. . . .” Therefore, conveyance of the Property by the City to the EDA is for a “public use” within the meaning of section 465.035, even if the EDA later sells the Property or portions thereof for private development.

If you have further questions on this matter, please let me know.

Very truly yours,



Stephen J. Bubul

SJB/cm

cc: Tim Kuntz



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February 1, 2012

Joe Lynch  
City Administrator  
City of Inver Grove Heights  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077-3410

Re: City Funding of EDA

Dear Joe:

You asked me to advise whether the City of Inver Grove Heights (the "City") may appropriate funds for operation of the City of Inver Grove Heights Economic Development Authority (the "EDA"), and for use by the EDA in exercising its powers under Minnesota Statutes, Sections 469.090 to 469.1082. The answer is yes, for the reasons explained below.

There are multiple sources of authority for such City funding of the EDA. The simplest is Section 469.100, subd. 2, which requires the EDA to annually submit a budget to the City Council. This statute goes on to state:

*The budget must include a detailed written estimate of the amount of money that the authority expects to need from the city to do authority business during the next fiscal year. The needed amount is what is needed in excess of any expected receipts from other sources. (emphasis added)*

If the EDA must identify the funds it needs from the City, the clear implication is that the City has the authority to provide those funds.

A second source of funding authority is Section 469.107, which authorizes a city to levy a tax "for the benefit of the EDA," at the request of the EDA. The maximum levy amount is .01813 percent of taxable market value in the City, except for a larger amount that may levied subject to "reverse referendum." The proceeds of the levy are paid to the EDA treasurer, "to be spent by the authority."

Note that this levy is not raised by the EDA itself, but by the City on behalf of the EDA. As such, it is not a "special levy" under current law, and the amount falls within any levy limits that might apply to the City.

The only question surrounding the so-called EDA levy is whether the City may appropriate amounts *larger* than the .01813 percent in market value in any year. In our view, the levy limit is just that—a limit only on the *levy* amount in a particular year. It does not preclude appropriation of other funds in any larger amount, so long as those funds are not derived from the ad valorem levy in that fiscal year.

In addition to these statutes, other provisions in Minnesota Statutes, Sections 469.001 to 469.047 (the “HRA Act”) are relevant in cases where the EDA is using such powers. Recall that the EDA has all the powers of a housing and redevelopment authority (an “HRA”) under the HRA act. Generally, these powers include activities to prevent and remedy “blight”, and to promote affordable housing.

Under Section 469.041 (1), a “state public body” may convey its interest in any property to an HRA, and (with certain exceptions not relevant here) may “pay the bonds of or make loans or contributions to redevelopment projects. . . .” Further, under Section 469.041(9), a state public body may “furnish funds available to it from any source, including the proceeds of bonds, to an authority to pay all or any part of the cost to the authority of the activities authorized by section 469.0012, subd. 1h.” The activities in that cross-referenced section include a wide variety of redevelopment work, such as acquisition, demolition and rehabilitation of property.

A “state public body” is defined in Section 469.002, subd. 4 to include any city or any political subdivision or instrumentality of the State. The net result is that the City, as a state public body under the HRA Act, may make contributions to the EDA for specified purposes under the HRA Act. This point is explicit in Section 469.091, subd. 1, which states: “If the economic development authority exercises the powers of a housing and redevelopment authority under [the HRA Act] or other law, the city shall exercise the powers relating to a housing and redevelopment authority granted to a city by [the HRA Act] or other law.”

While the EDA may not currently contemplate using HRA powers, the City should be aware of the broad authority to make contributions toward redevelopment activities. If the City elected to fund such contributions by a general City levy, there is no apparent reason why that levy would be subject to any limitation other than limits that apply to the City levy generally. That is, such levy is differentiated from a levy specifically requested by the EDA for general EDA purposes under Section 469.107 (as discussed above). However, it is important to keep in mind that contributions from the City as a “state public body” must be used only for exercise of HRA powers under the HRA Act.

Though the City could simply fund HRA activities from City levy dollars, the more typical scenario is to use the separate authority under Section 469.033, subd. 6. of the HRA Act, to levy a tax in a maximum annual amount of .0185 percent of market value in the City. *See* Minnesota Statutes, Section 469.033, subdivision 6. Unlike the so-called EDA levy under Section 469.107, this levy is technically raised by the EDA (using HRA powers), and is outside any levy limits that govern the City. As with contributions from the City discussed above, proceeds of this HRA levy must be used solely for purposes under the HRA Act.

Joe Lynch  
February 1, 2012  
Page 3

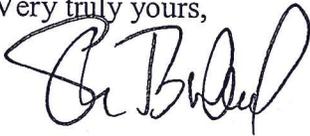
The HRA levy must be approved by the City Council. While not precisely the same as a contribution from the City, it is a tool for providing funds for the EDA (at least the HRA-type functions of the EDA). And unlike the EDA levy discussed above, this levy may be made in addition to (rather than as part of) the regular City levy.

It is even possible for the City to raise the EDA levy on behalf of the EDA (within City levy limits) for general EDA purposes; and for the EDA (with City Council approval) to raise the HRA levy for the HRA activities by the EDA. This scenario is not common, but has been used in some cities with very active economic development and redevelopment programs.

Whether the City uses any of these funding tools is of course a policy decision for the City Council. I hope this letter helps explain the ground rules, and clarifies the City's powers regarding funding for the EDA.

Let me know if you or Council members have further questions.

Very truly yours,



Stephen J. Bubul

SJB/cm

cc: Tim Kuntz

---

**LEVANDER,  
GILLEN &  
MILLER, P.A.**

---

ATTORNEYS AT LAW

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HAROLD LEVANDER  
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ARTHUR GILLEN  
1919-2005

• ROGER C. MILLER  
RETIRED

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◊ALSO ADMITTED IN NORTH DAKOTA  
◊ALSO ADMITTED IN MASSACHUSETTS  
◻ALSO ADMITTED IN OKLAHOMA

## MEMO

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**TO: Mayor and Councilmembers**  
**FROM: Timothy J. Kuntz, City Attorney**  
**DATE: February 7, 2012**  
**RE: Third and Final Reading of an Ordinance Amending Inver Grove Heights  
City Code, Title 9, Chapter 4 Regarding Excavation and Fills – February 13,  
2012 City Council Meeting**

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**Section 1. Background.** Section 9-4-1 of the City Code deals with excavation, filling and removal of material. The ordinance is structured to essentially create three categories:

1. Unless the work is exempted by Section 9-4-1-3, excavation, fill and removal of material involving more than 10,000 cubic yards requires a land alteration permit from the Council.
2. Unless the work is exempted by Section 9-4-1-3, excavation, fill and removal of material involving less than 10,000 cubic yards requires an approval from the Director of Public Works and does not require a land alteration permit from the Council.
3. Certain work is exempted by Section 9-4-1-3.

**Section 2. Exemptions.** At the first reading of the ordinance amendment, the Council asked that the Engineering staff pay particular attention to the exemptions. The Council asked that the Engineering staff solicit input from landscaping companies and from excavators. In general, the input was to exempt small projects that did not impact drainage. In response to the input, the attached ordinance amendment creates the following exemptions:

- A. **Exemption Relating To Excavation Incident to Building Permit.** The excavation, removal or storage of rock, sand, dirt, gravel, clay or other like materials for the purpose of foundation, cellar or basement of some immediate pending superstructure to be erected, built or placed thereon contemporaneously with, or immediately following, such excavation, removal or storage, provided that a building permit has been issued.

- B. **Exemption Relating to Excavation By Government Authorities Within Public Easements.** Such excavation, removal or storage of rock, dirt, gravel, sand, clay or other like material by the state, county, or city authorities in connection with the construction or maintenance of roads or highways or utilities or other public improvements, provided such activity is conducted within public easements or public rights of way.
- C. **Exemption Relating to Excavation Regarding Street Openings.** Curb cuts, utility hookups or street openings for which another permit is required from the city. Where another permit is not required or obtained, a land alteration permit or approval of the director of public works shall be required.
- D. **Exemption Relating to Excavation Regarding Plat Development.** Excavation or installation of public utilities upon platted property pursuant to a Development Contract after an approved plat has been filed with the county and where a Development Contract with the city governs development on the property.
- E. **Exemption Relating to Filling Below 30 Cubic Yards.** The filling or raising of existing surface grades by rock, sand, dirt, gravel, clay or other like material or the displacement, excavation, removal or storage of rock, sand, dirt, gravel, clay or other like material when all of the following conditions are met:
1. No demolition debris is used.
  2. The total amount of material does not exceed 30 cubic yards.
  3. Existing drainage and ponding patterns are not significantly altered so as to adversely affect adjoining land.
  4. The resultant grade and slopes at the property line are in substantial conformity to the surrounding natural topography, are set so as to minimize erosion, and provide for sufficient drainage so that both natural and storm water enter and leave the property at the original or natural drainage points.
- F. **Exemption Relating to Finished Landscaping.** The filling or raising of existing surface grades by rock, sand, dirt, gravel, clay or other like material or the displacement, excavation, removal or storage of rock, sand, dirt, gravel, clay or other like material when all of the following conditions are met:
1. No demolition debris is used.
  2. The material is for finished grade or finished landscaping purposes or for gardening. Finished landscaping includes such matters as spreading topsoil, placement of sod and backfilling of retaining walls.
  3. Existing drainage and ponding patterns are not significantly altered so as to adversely affect adjoining land.

4. The resultant grade and slopes at the property line are in substantial conformity to the surrounding natural topography, are set so as to minimize erosion, and provide for sufficient drainage so that both natural and storm water enter and leave the property at the original or natural drainage points.
- G. **Exemption Relating to Quantities.** The filling or raising of existing surface grades by rock, sand, dirt, gravel, clay or other like material or the displacement, excavation, removal or storage of rock, sand, dirt, gravel, clay or other like material when all of the following conditions are met:
1. No demolition debris is used.
  2. The total amount of material does not exceed:
    - a. five hundred (500) cubic yards for a 5.00 acre or larger “lot” (the term “lot” is defined in Title 10, Chapter 2, Section 10-2-2); or
    - b. one hundred (100) cubic yards of material per acre for the acres within a 1.00 acre to a 4.99 acre “lot”; or
    - c. thirty (30) cubic yards for a “lot” smaller than 1.00 acre.
  3. Existing drainage and ponding patterns are not significantly altered so as to adversely affect adjoining land.
  4. The resultant grade and slopes at the property line are in substantial conformity to the surrounding natural topography, are set so as to minimize erosion, and provide for sufficient drainage so that both natural and storm water enter and leave the property at the original or natural drainage points.
- H. **Exemption Relating to Agricultural Purposes.** Excavating or grading for agricultural purposes.
- I. **Exemption Relating to Subsurface Sewage Treatment Systems.** Making any excavation or grading for any purpose for which a subsurface sewage treatment system permit has been obtained under Title 8, Chapter 5 of the City Code.
- J. **Exemption Relating to Cemeteries.** Cemetery graves.
- K. **Exemption Relating to Water Wells.** Excavation for water wells when a permit has been obtained from the County.
- L. **Exemption Relating to Non-Conforming Use Permits for Landfills.** Excavation and grading pursuant to plans approved in a Non-Conforming Use Certificate issued for a landfill.

M. **Exemption Relating to Re-graveling of Driveway.** Re-graveling of an existing gravel driveway provided the grade of the driveway is not significantly changed.

**Section 3.** **Council Action.** The changes were made between the first and second readings. There were no changes made at the second reading. The Council is asked to consider the third and final reading of the attached Ordinance Amending Inver Grove Heights City Code, Title 9, Chapter 4 Regarding Excavation and Fills at the February 13, 2012 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 4 REGARDING EXCAVATION AND FILLS**

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THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. Amendment. Title 9, Chapter 4 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 ~~struck-out~~ text shows the deleted wording:

**9-4-1: LAND ALTERATION PERMIT AND APPROVAL REQUIREMENTS:**

**9-4-1-1: PERMIT REQUIRED:**

Except as provided in sections 9-4-1-2 and 9-4-1-3 of this chapter, it is unlawful for any person to displace, remove, store or excavate rock, sand, dirt, gravel, clay, or other like material within the city, or to fill or raise existing surface grades without first obtaining a land alteration permit from the council. (1974 Code § 420.01; amd. 2008 Code)

**9-4-1-2: APPROVAL BY DIRECTOR OF PUBLIC WORKS:**

A. Approval Required: Approval in writing by the director of public works is required, but a land alteration permit granted by the city council is not required (unless the total amount of material excavated or filled exceeds ten thousand (10,000) cubic yards), for filling or raising of existing surface grade by rock, sand, dirt, gravel, clay or other like material or the displacement, excavation, removal or storage of rock, sand, dirt, gravel, clay or other like material when all the following circumstances exist:

- ~~1. The total amount of material exceeds five hundred (500) cubic yards but does not exceed ten thousand (10,000) cubic yards.~~
1. The total amount of material does not exceed ten thousand (10,000) cubic yards.
2. The exceptions stated in section 9-4-1-3 of this chapter do not apply.
3. The total scope of work is to be completed within two (2) years.

4. Applicant meets the standards and requirements set forth in this section 9-4-1-2.

B. Application For Approval: The application for the director's approval shall be made in writing on such form as the city may from time to time designate and shall include such information as may be required by the city, and shall contain, among other things:

1. The correct legal description of the premises;
2. The name and address of the applicant and owner of the land;
3. The purposes of the removal, storage, excavation or filling;
4. The estimated time required to complete the work;
5. The highways, street or other public roadways within the city upon or along which the material shall be transported;
6. Method and schedule for restoration and measures to control erosion during and after the work;
7. A topographical map or plat of any proposed pit or excavation to be made showing the confines or limits thereof, together with the existing and proposed finished elevations based upon seal level readings;
8. Method of controlling dust;
9. Hours of operation; ~~and~~
10. Evidence that the material to be excavated or filled does not pose an environmental hazard and does not include any hazardous materials or contaminated soils, including the identification of the origin of imported fill from within or outside Dakota County together with a certification that the imported fill is clean pursuant to Dakota County regulation; and-
11. Estimated quantity of excavation or filling.

C. Conditions of Approval:

1. The director may grant approval if the applicant meets all of the following standards and requirements:
  - a. Existing drainage and ponding patterns are not significantly altered so as to adversely affect adjoining land.

- b. The resultant grade and slopes at the property line are in substantial conformity to the surrounding natural topography, are set so as to minimize erosion and provide for sufficient drainage so that both natural and storm water enter and leave the property at the original or natural drainage points.
  - c. Dust control measures are adequate and commensurate with the location of work.
  - d. All banks shall be left with a slope not greater than one foot (1') vertical to four feet (4') horizontal, except that greater slope shall be permitted if it is in substantial conformity with the immediate surrounding area, and in the judgment of the director, it is not expected to adversely affect future development of the site. All excavated areas shall be finally graded in substantial conformity with the surrounding natural topography.
  - e. The property shall be so graded that stagnant water will not be permitted to collect thereon.
  - f. When ~~and~~ any open excavation has a depth of twenty feet (20') or more, or a slope of one foot (1') vertical to two feet (2') horizontal or steeper, a fence effectively controlling access to the area shall be erected. Said fence may be "snow fence" or similar temporary type of fence unless otherwise required by the director. (1974 Code § 420.01)
  - g. The maximum hours of operation shall be seven o'clock (7:00) A.M. to seven o'clock (7:00) P.M., Monday through Saturday, unless the director of public works or council provides otherwise. (1974 Code § 420.01; amd. 2008 Code)
  - h. Applicant pays the fee established by resolution of the city council.
  - i. The applicant must secure an annual review and pay any applicable fee for said review pursuant to the City's fee schedule.
2. The director's approval is conditioned upon the work being completed within the time noted in the application and upon the applicant fulfilling the standards and requirements established herein.
- D. Time For Completion Of Work: No work allowed under this section shall be authorized for more than two (2) years' duration, except that the director may approve one and only one extension of a permit for up to two (2) years' duration provided that there is a showing by the applicant of extenuating circumstances

~~that caused unavoidable delays and there shall be no renewal or extension of the director's approval.~~

If an extension is approved, the applicant must pay any applicable fee for said extension pursuant to the City's fee schedule.

- E. Misdemeanor Violation: Any person who fails to obtain the director's approval as herein required, or who fails to comply with any of the conditions upon which the same is issued, or who fails to complete the work within the time prescribed by the director's approval is guilty of violating this section and is guilty of a misdemeanor. Each day that a violation exists constitutes a separate offense. (1974 Code § 420.01)
- F. Suspension and Revocation: The director of public works has the right to suspend or revoke approval upon a violation; and upon suspension or revocation, the continuance of such work shall be a violation of this chapter; and if the director of public works orders any act to be done to conform with the work being done with that authorized by the director's approval, the same shall be completed before any further filling, excavating or grading is done and within ten (10) days from the mailing of a notice to do said acts, to the person to whom the approval was issued.

#### **9-4-1-3: EXEMPTIONS FROM PERMIT OR APPROVAL**

Neither an ~~excavation~~ land alteration permit granted by the council nor the approval of the director of public works is required for:

- A. **Exemption Relating To Excavation Incident to Building Permit.** The excavation, removal or storage of rock, sand, dirt, gravel, clay or other like materials for the purpose of foundation, cellar or basement of some immediate pending superstructure to be erected, built or placed thereon contemporaneously with, or immediately following , such excavation, removal or storage, provided that a building permit has been issued.
- B. **Exemption Relating to Excavation By Government Authorities Within Public Easements.** Such excavation, removal or storage of rock, dirt, gravel, sand, clay or other like material by the state, county, or city authorities in connection with the construction or maintenance of roads or highways or utilities or other public improvements, provided such activity is conducted within ~~said road or highway right of way~~ public easements or public rights of way.
- C. **Exemption Relating to Excavation Regarding Street Openings.** Curb cuts, utility hookups or street openings for which another permit is required from the city. Where another permit is not required or obtained, ~~an excavation a land alteration~~ permit or approval of the director of public works shall be required.

- D. **Exemption Relating to Excavation Regarding Plat Development.** Excavation or installation of public utilities upon platted property pursuant to a Development Contract ~~within two (2) years~~ after an approved plat has been filed with the county and where a Development Contract with the city governs development on the property. ~~Where a plat is pending or more that two (2) years has elapsed since the filing of a plat, an exeavation permit shall be required.~~
- E. **Exemption Relating to Filling Below 30 Cubic Yards.** The filling or raising of existing surface grades by rock, sand, dirt, gravel, clay or other like material or the displacement, excavation, removal or storage of rock, sand, dirt, gravel, clay or other like material when all of the following conditions are met:
1. No demolition debris is used.
  2. The total amount of material does not exceed 30 cubic yards.
  3. Existing drainage and ponding patterns are not significantly altered so as to adversely affect adjoining land.
  4. The resultant grade and slopes at the property line are in substantial conformity to the surrounding natural topography, are set so as to minimize erosion, and provide for sufficient drainage so that both natural and storm water enter and leave the property at the original or natural drainage points.
- F. **Exemption Relating to Finished Landscaping.** The filling or raising of existing surface grades by rock, sand, dirt, gravel, clay or other like material or the displacement, excavation, removal or storage of rock, sand, dirt, gravel, clay or other like material when all of the following conditions are met:
1. No demolition debris is used.
  2. The material is for finished grade or finished landscaping purposes or for gardening. Finished landscaping includes such matters as spreading topsoil, placement of sod and backfilling of retaining walls.
  3. Existing drainage and ponding patterns are not significantly altered so as to adversely affect adjoining land.
  4. The resultant grade and slopes at the property line are in substantial conformity to the surrounding natural topography, are set so as to minimize erosion, and provide for sufficient drainage so that both natural and storm water enter and leave the property at the original or natural drainage points.

G. Exemption Relating to Quantities. The filling or raising of existing surface grades by rock, sand, dirt, gravel, clay or other like material or the displacement, excavation, removal or storage of rock, sand, dirt, gravel, clay or other like material when all of the following conditions are met:

1. No demolition debris is used.
2. The total amount of material does not exceed:
  - a. five hundred (500) cubic yards for a 5.00 acre or larger "lot" (the term "lot is defined in Title 10, Chapter 2, Section 10-2-2); or
  - b. one hundred (100) cubic yards of material per acre for the acres within a 1.00 acre to a 4.99 acre "lot"; or
  - c. thirty (30) cubic yards for a "lot" smaller than 1.00 acre.
3. Existing drainage and ponding patterns are not significantly altered so as to adversely affect adjoining land.
4. The resultant grade and slopes at the property line are in substantial conformity to the surrounding natural topography, are set so as to minimize erosion, and provide for sufficient drainage so that both natural and storm water enter and leave the property at the original or natural drainage points.

~~E. The filling or raising of existing surface grades by rock, sand, dirt, gravel, clay or other like material or the displacement, excavation, removal or storage of rock, sand, dirt, gravel, clay or other like material when all of the following conditions are met:~~

- ~~1. The total amount of material does not exceed five hundred (500) cubic yards and no demolition debris is used;~~
- ~~2. The material is for finished grade or finished landscaping purposes or for gardening;~~
- ~~3. Existing drainage and ponding patterns are not significantly altered so as to adversely affect adjoining land; and~~
- ~~4. The resultant grade and slopes at the property line are in substantial conformity to the surrounding natural topography, are set so as to minimize erosion, and provide for sufficient drainage so that both natural and storm water enter and leave the property at the original or natural drainage points.~~

- F. H. Exemption Relating to Agricultural Purposes. Excavating or grading for agricultural purposes.
- G. ~~Filling for any purpose for which a dump permit shall have been previously applied for and obtained.~~
- H I. Exemption Relating to Subsurface Sewage Treatment Systems. Making any excavation or grading for any purpose for which a subsurface sewage treatment system sewage disposal system permit shall have been previously applied for and obtained has been obtained under Title 8, Chapter 5 of the City Code.
- J. Exemption Relating to Cemeteries. Cemetery graves.
- K. Exemption Relating to Water Wells. Excavation for water wells when a permit has been obtained from the County.
- L. Exemption Relating to Non-Conforming Use Permits for Landfills. Excavation and grading pursuant to plans approved in a Non-Conforming Use Certificate issued for a landfill.
- M. Exemption Relating to Re-graveling of Driveway. Re-graveling of an existing gravel driveway provided the grade of the driveway is not significantly changed.

**9-4-1-4: DETERMINATION OF LAND ALTERATION PERMIT OR APPROVAL:**

Under this section 9-4-1, for purposes of determining whether the amount of fill material requires the approval of the director of public works or a land alteration permit from the council, the fill material shall be measured in an uncompacted state. (1974 Code § 420.21)

Unless exempted by Section 9-4-1-3, if the excavation or filing activity involves the transfer of material from one "lot" to another "lot," a council issued permit or a director's approval, as the case may be, shall be required for each "lot" (the term "lot" is defined in Title 10, Chapter 2, Section 10-2-2).

**9-4-1-5: APPLICATION FOR PERMIT:**

The application for the land alteration permit shall be made in writing on such form as the city may from time to time designate, and shall include such information as may be required by the city, and shall contain, among other things, unless previously submitted in order to obtain sand and gravel district zoning classification:

- A. The correct legal description of the premises.
- B. The name and address of the applicant and owner of the land.

- C. The purpose of the removal, storage, excavation or filling.
- D. The estimated time required to complete the work.
- E. The highways, streets or other public roadways within the city upon or along which the material shall be transported.
- F. Method and schedule for restoration and measures to control erosion during and after the work.
- G. A topographical map or plat of any proposed pit or excavation to be made showing the confines or limits thereof, together with the existing and proposed finished elevations based upon sea level readings.
- H. For sand and gravel excavation, the following additional information; except that any information submitted in obtaining sand and gravel district zoning shall not have to be resubmitted:
  - 1. An overall development plan, to be approved by the council, which shall indicate:
    - a. Site analysis information such as trees, depth of topsoil, adjacent and on site buildings and land uses, flood levels, watercourses, elevations and percent slope within and one hundred feet (100') beyond the perimeter of the site and such other existing information necessary to analyze the site.
    - b. An analysis of deposit information and cross sections indicating the depth and quantities of existing sand and gravel deposits, certified by a licensed soil testing service.
    - c. A master plan, drawn accurately to scale, illustrating the ultimate land uses projected for the property (i.e., streets, building lots, water bodies and elevations). The master plan shall be similar in detail to a preliminary plat, and proposed elevations shall be shown at two foot (2') intervals. (1974 Code § 420.03)
    - d. A plan indicating the operating pattern, the location on the property of any existing or anticipated buildings and equipment, and staging or time sequence schedule for excavation and restoration of the site. For operations on land of less than twenty (20) acres, the processing of sand, gravel, rock or similar material is prohibited. Processing, for purposes of this section, shall include, but not be limited to, crushing, washing, compounding or treating of rock, sand, gravel or similar material. This prohibition shall also apply to asphalt plants or operations. (Ord. 914, 2-23-1998)
    - e. Such geological and hydrological data as is necessary to determine the feasibility of the proposed development plan.

2. Landscape plan for setback areas.
3. Location and surface of access roads.
4. Method of controlling dust.
5. Hours of operation.
6. Method of maintaining security on premises.
7. Method of controlling access to open excavation.
8. Method of controlling weeds.
9. Show evidence that such excavation is not harmful to the health, safety or welfare of the citizens of the city, and such excavation shall leave the property in at least an equally suitable condition as that immediately prior to such excavation.
10. Refer the application to the planning commission no more than sixty (60) days for subsequent recommendation to the council where the council deems such a review appropriate. (1974 Code § 420.03)

**9-4-1-6: GRANT OF PERMIT; CONDITIONS:**

Upon receipt of the application, the council, by majority vote of the members present, may, when deemed appropriate, order a public hearing to be conducted by the council except where a previous hearing was held to consider sand and gravel district zoning which resulted in existing sand and gravel district zoning for the same property. The notification of public hearing shall be the same as that required for a rezoning. The council shall examine the same with the purpose of protecting and preserving the health, safety, and general welfare of the inhabitants of the city. The council, after a permit has been granted, shall require the applicant or owner of the premises to do the following unless otherwise governed by the sand and gravel district provisions of the zoning regulations: (Ord. 914, 2-23-1998)

- A. Fencing: Properly fence any pit or excavation.
- B. Slopes: Slope the banks, fill, level off any pit or excavation or otherwise place in such condition at any time so as not to be dangerous because of sliding or caving banks and so as to minimize or stop erosion or dust during or after excavation. Maximum depth and slopes shall be the same as required by the city sand and gravel district provisions of the zoning regulations.
- C. Drainage: Properly drain, fill or level off any pit or excavation so as to make the same safe and healthful as the council may determine.

D. Inspection Costs: Reimburse the city for the cost of periodic inspections by the city engineer, building official or other city employee, for the purpose of seeing that the terms under which the permit has been issued are being complied with. (1974 Code § 420.05)

E. Bond: Post a letter of credit or cash escrow of a minimum of five thousand dollars (\$5,000.00) per acre with a total minimum not less than ten thousand dollars (\$10,000.00), unless a lesser amount is set by the council, running to the city, conditioned to pay the city the cost and expense of restoration of an excavated area and expense of grading, providing topsoil and seeding where the applicant or owner shall fail to complete an excavation or restoration within the conditions under which the excavation permit was issued. (1974 Code § 420.05; amd. 2008 Code)

F. Insurance: Furnish certificate of comprehensive general liability insurance issued by insurers duly licensed within the state of Minnesota in an amount of at least two hundred fifty thousand dollars (\$250,000.00) for injury or death of any one person in any one occurrence, bodily injury liability in an amount of at least seven hundred fifty thousand dollars (\$750,000.00) for injuries or death arising out of one occurrence, and property damage liability in an amount of at least one hundred thousand dollars (\$100,000.00) arising out of any one occurrence. In the alternative to the above, a combined bodily injury and property damage liability policy of at least five hundred thousand dollars (\$500,000.00) for any one occurrence may be submitted.

G. Other Permissions: Approval of the state of Minnesota, its subdivisions and agencies including, but not limited to, evidence of having obtained all required permits and licenses.

H. Records: When specifically required by the city, maintain accurate records of site operations. Intake of materials in tons or cubic yards shall be recorded in a manner acceptable to the city and shall include the type of materials extracted and the source of same. These records shall be available at all times for the confidential review and inspection by the city.

I. Other Conditions: Comply with such other requirements of the council as it shall from time to time deem proper and necessary for the protection of the citizens and their general welfare. (1974 Code § 420.05)

**9-4-1-7: FEES:**

Fees for the director's approval or the land alteration permits required by this section 9-4-1 are established by resolution of the city council. In addition, the petitioner shall receive and pay within thirty (30) days an itemized bill for all additional reasonable expenses incurred which exceed the fees by the city in processing the initial application, annual renewal and annual inspection. Said itemized bill shall include, but not be limited to, expenses for such items as legal, planning or engineering consulting services, other city

officials or staff, mileage, materials, advertising for public hearings and similar expenses. (1974 Code § 420.13)

**9-4-1-8: TERM OF PERMIT:**

The ~~excavation~~ land alteration permit shall run from January 1 to December 31 of each year or for a lesser period of time as the council may specify when the permit is issued. (1974 Code § 420.09; amd. 2008 Code).

The applicant must secure an annual review and renewal of each permit and pay any applicable fee for said review and renewal pursuant to the City's fee schedule.

**9-4-1-9: RENEWAL OF PERMIT:**

A. Application for renewal of the ~~excavation~~ land alteration permit shall be made in writing not less than thirty (30) days before the expiration of the permit. Application for renewal shall contain a statement of any changes in the information submitted in the last approved permit application or renewal. Failure to submit such information shall be grounds for revocation or for not granting renewal of the permit. If there are no changes, it shall be so stated in the renewal application.

B. Renewals may be made by the ~~administrator~~ director of public works, provided the operation is in conformance with the provisions under which the permit was granted. If the ~~administrator~~ director of public works is of the opinion that the operation, as conducted, is not in accordance with the terms of the permit, or that the renewal application indicates substantial changes in the operation, the renewal application shall be referred to the council. The council may refer the renewal application to the planning commission for review, order a public hearing, or approve or deny the permit in accordance with the provisions of this section 9-4-1. (1974 Code § 420.11)

**9-4-1-10: POSTING LAND ALTERATION PERMIT:**

Whenever, under this section 9-4-1, any approval of the director of public works or permit from the council is required to be obtained, then such written approval or permit shall be conspicuously posted by the applicant at the major entrance to the excavation or fill site before any excavation or filling is performed and shall remain posted for the duration of the excavation or filling operation. (1974 Code § 420.21)

**9-4-2: EXCAVATION BELOW END USE GRADE:**

A. Prohibited: Except as provided in subsections B and C of this section, it shall be unlawful for any person to displace, remove or excavate any rock, sand, dirt, gravel, clay, or other like material within the city, if such displacement, removal or excavation extends below the future end use grade as approved by the city council.

B. Parcels Less Than Twenty Acres: Displacement, removal or excavation of any rock, sand, dirt, gravel, clay, or other like material below the future end use grade within the city shall be prohibited on parcels (or multiple parcels) with a total area of less than twenty (20) acres, except as follows:

1. Removal of materials unsuitable for development.
2. Earthwork directly associated with the construction of on site storm water ponds.
3. Those excavations identified under section 9-4-1-3 of this chapter.

C. Parcels Greater Than Twenty Acres: Displacement, removal or excavation of any rock, sand, dirt, gravel, clay, or other like material below the future end use grade within the city shall be prohibited on parcels (or multiple parcels) with a total area of twenty (20) acres or more, except as follows:

1. Removal of materials unsuitable for development.
2. Earthwork directly associated with the construction of on site storm water ponding.
3. Those excavations identified under section 9-4-1-3 of this chapter.
4. Displacement, removal or excavation of sand and gravel if the parcel or multiple parcels involved have been rezoned to sand and gravel zoning district in accordance with title 10, chapter 13, article G of this code. (Ord. 914, 2-23-1998)

#### **9-4-3: SAND AND GRAVEL PROCESSING:**

A. Prohibited: Except as provided in subsection B of this section, it shall be unlawful for any person to process sand, gravel, rock or similar material. Processing, for purposes of this section, shall include, but not be limited to, crushing, washing, compounding or treating of rock, sand, gravel or similar material. This prohibition shall also apply to asphalt plants or operations.

B. Processing In Sand And Gravel Overlay District: Processing sand and/or gravel is allowed only if the subject property is rezoned to sand and gravel overlay zoning district in accordance with title 10, chapter 13, article G of this code, and a conditional use permit is approved by the city council in accordance with title 10, chapter 3, article A and section 10-13G-4 of this code. (Ord. 914, 2-23-1998)

#### **9-4-4: USE OF DEMOLITION DEBRIS FOR FILL:**

A. Definitions: For purposes of this section, the following terms shall have the meanings as set forth below:

COVER MATERIAL: Is characterized by low permeability, uniform texture, cohesiveness and compactibility and is free of putrescible materials. Suitable cover materials include, but are not limited to, sandy loam, loam, silty loam, sandy clay, silty clay loam, clay loam, sandy clay and loamy sand.

DEMOLITION DEBRIS: Solid waste resulting from the demolition of buildings, roads, and other manmade structures including concrete, brick, bituminous concrete, untreated wood, masonry, glass, trees, rock, and plastic building parts. Demolition debris does not include asbestos waste. (1974 Code § 420.19; amd. 2008 Code)

B. Prohibited; Exceptions: Demolition debris shall not be used as fill material; provided, however, that concrete bricks, stone facing, blacktop and concrete blocks may be used as fill material under the following conditions:

1. Such materials contain no metal or metal substances; provided, however, that reinforcing steel bar no more than eighteen inches (18") in length and completely enveloped in concrete is acceptable.
2. Such materials are used as fill only in the parking or driveway areas of the property or in the setback areas of the property as those areas are defined by the city zoning regulations.
3. The depositor obtains any necessary permits from the county.
4. The materials are used to cover a surface area of one acre or less.
5. If such materials are used in the setback areas, then such materials shall be covered by at least two feet (2') of cover materials within two (2) months after deposit.
6. If such materials are used in the parking or driveway areas, then, within two (2) months after deposit, such materials shall be covered by at least two feet (2') of cover materials, or such materials shall first be crushed to appropriate aggregate base size and then, within two (2) months after deposit, covered by at least six inches (6") of class 5 base course or bituminous surface pavement or concrete surface pavement, or a combination thereof.
7. The depositor obtains an approval or filling permit from the director of public works or the city council, as the case may be, and complies with all the conditions imposed thereon.
8. The depositor shall provide evidence that the demolition debris to be utilized does not pose an environmental hazard and does not include hazardous materials or contaminated soils.
9. The use of concrete bricks, stone facing, blacktop and concrete block as specified herein does not constitute a final disposal facility for "demolition debris" as defined in

subsection A of this section. A final disposal facility for demolition debris (i.e., demolition landfill) is only permitted as a conditional use permit, as approved by the city council, within the general industrial (I-2) zoning district as specified in section 10-6-2 of this code.

- C. Violations; Removal Of Debris: Any person who uses demolition debris as fill material without first obtaining the approval of the director of public works or a permit from the council, as the case may be, and any person who fails to comply with the conditions imposed by this chapter or the conditions imposed by the director or the council shall be guilty of violating this chapter and shall be guilty of a misdemeanor. Each day that a violation exists shall constitute a separate offense. When such a violation occurs, in addition to any other remedies and means of enforcement afforded to the city, the director of public works, or other designee, may order the demolition debris removed from the site. Within ten (10) days after such an order, the depositor shall remove the demolition debris and provide satisfactory evidence that the same has been deposited at an approved site. (1974 Code § 420.19)

#### **9-4-5: INSPECTIONS:**

At least once a year, and no more than twice each year unless approved by the council, the administrator shall instruct the staff to inspect all areas where a land alteration permit has been issued and report such findings to the council. (1974 Code § 420.09)

#### **9-4-6: VARIANCES:**

~~Where the council finds that hardships may result from strict compliance with these regulations or that unusual topographical conditions exist, it may vary these regulations so that substantial justice may be done and the public interest secured, provided that such variation will not have the effect of nullifying the intent and purpose of this chapter. (1974 Code § 420.15)~~

The council may grant a variance from the strict application of these regulations and may impose conditions on the variance in situations where the reasons for the variance meet the same criteria and requirements that the council has established for a zoning variance under the zoning ordinance.

#### **9-4-7: VIOLATIONS; SUSPENSION OR REVOCATION OF LAND ALTERATION PERMIT:**

- A. Any person who fails to obtain a land alteration permit as herein required, or who shall fail to comply with any of the conditions upon which the same is issued, or who fails to complete the filling, excavating or grading within the time prescribed by the permit, is guilty of violating this chapter.
- B. The council hereby reserves the right to suspend or revoke such land alteration permit upon a violation; and upon suspension or revocation, the continuance of such work

shall be a violation of this chapter; and if the council orders any act to be done to conform with the work being done with that authorized by the permit, the same shall be completed before any further filling, excavating or grading is done and within ten (10) days from the mailing of a notice to do said acts, to the person to whom the permit was issued.

C. Each day that a violation of this chapter exists constitutes a separate offense. (1974 Code § 420.17)

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 13<sup>th</sup> day of February, 2012.

**CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
George Tourville, Mayor

ATTEST:

By: \_\_\_\_\_  
Melissa Rheaume, Deputy City Clerk

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**LEVANDER,  
GILLEN &  
MILLER, P.A.**

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DAVID B. GATES  
•  
HAROLD LEVANDER  
1910-1992  
•  
ARTHUR GILLEN  
1919-2005  
•  
• ROGER C. MILLER  
1924-2009

**MEMO**

\*ALSO ADMITTED IN WISCONSIN  
◊ALSO ADMITTED IN NORTH DAKOTA  
◊ALSO ADMITTED IN MASSACHUSETTS  
◻ALSO ADMITTED IN OKLAHOMA

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**TO: Mayor and Councilmembers**  
**FROM: Timothy J. Kuntz & Korine L. Land, City Attorney's**  
**DATE: February 7, 2012**  
**RE: Third and Final Reading of Pawnbroker Ordinance –  
February 13, 2012 City Council Meeting**

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**Section 1. Background.** At the January 9, 2012 Council meeting, you discussed the changes to the Pawnbroker and Precious Metal Dealer Ordinance. You requested that we add a provision that limits the number of licenses. The attached version states that the City shall issue no more than two (2) pawnbroker licenses and no more than five (5) precious metal dealer licenses. To that end, you will find new language at Section 4-2-3 G (page 18) providing the restrictions on the number of licenses that may be issued.

At the second reading of the Ordinance on January 23, 2012 Council meeting, you asked that the hours of operation on Sunday be from 11:00 a.m. to 10:00 p.m. instead of from 12:00 p.m. to 10:00 p.m. That change has been made to Section 4-2-8 E. No other changes were suggested at the second reading.

**Section 2. Council Action.** The Council is asked to consider the third and final reading of the attached Ordinance Amending Inver Grove Heights City Code, Title 4, Chapter 2, Regarding License Provisions For Pawnbrokers And Precious Metal Dealers And Title 1, Chapter 10 And Title 3, Chapter 2 Eliminating Licenses For Secondhand Goods Dealers at the February 13, 2012 City Council meeting.

Attachment

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE,  
TITLE 4, CHAPTER 2, REGARDING LICENSE PROVISIONS FOR PAWNBROKERS  
AND PRECIOUS METAL DEALERS AND TITLE 1, CHAPTER 10 AND TITLE 3,  
CHAPTER 2 ELIMINATING LICENSES FOR SECONDHAND GOODS DEALERS

---

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS  
FOLLOWS:

**Section One. Amendment.** Title 4, Chapter 2, of the Inver Grove Heights City Code is  
hereby amended to read as follows:

Chapter 2

PAWNBROKERS AND ~~SECONDHAND DEALERS~~ PRECIOUS METAL DEALERS

~~4-2-1: DEFINITIONS:~~

~~4-2-2: CITY AND COUNTY LICENSES REQUIRED:~~

~~4-2-3: INELIGIBILITY FOR LICENSE:~~

~~4-2-4: APPLICATION FOR LICENSE:~~

~~4-2-5: FEES:~~

~~4-2-6: BOND:~~

~~4-2-7: INVESTIGATIONS:~~

~~4-2-8: GRANT OR DENIAL OF LICENSE:~~

~~4-2-9: LIMITATIONS ON LICENSE:~~

~~4-2-10: TERM AND EXPIRATION OF LICENSE; PRO RATA FEE:~~

~~4-2-11: REFUND OF LICENSE FEE:~~

~~4-2-12: DEATH OF LICENSEE:~~

~~4-2-13: HOURS AND DAYS OF OPERATION:~~

~~4-2-14: PROCEDURE TO RECEIVE AND SELL ITEMS:~~

~~4-2-15: WEAPONS PROHIBITED:~~

~~4-2-16: SALES TO, RECEIPT FROM CERTAIN PERSONS PROHIBITED;  
IDENTIFICATION REQUIRED:~~

~~4-2-17: SECURITY REQUIREMENTS:~~

~~4-2-18: RIGHT OF INSPECTION:~~

~~4-2-19: DENIAL OR REVOCATION OF LICENSE:~~

~~4-2-20: EXEMPTIONS:~~

~~4-2-21: VIOLATION; PENALTIES:~~

4-2-1: DEFINITIONS:

~~For the purpose of this chapter, the terms defined in this section have the meanings given them:~~

~~PAWNBROKER: A person who loans money on deposit or pledge of personal property, or other valuable thing, or who deals in the purchasing of personal property or other valuable thing on condition of selling the same back again at a stipulated price, or who loans money secured by chattel mortgage on personal property, taking possession of the property or any part so mortgaged.~~

~~SECONDHAND GOODS DEALER: A person whose business includes selling or receiving tangible personal property previously used, rented, owned or leased, including, but not limited to, jewelry, precious metals, watches, rings, cameras, and electronic equipment, but excluding motor vehicles. (1974 Code § 1140.01)~~

#### ~~4-2-2: CITY AND COUNTY LICENSES REQUIRED:~~

##### ~~A. City Licenses:~~

~~1. Required: No person may engage in the business of a secondhand goods dealer or pawnbroker without first having obtained a license.~~

~~2. Separate Licenses Required: A pawnbroker may not conduct, operate or engage in the business of secondhand goods dealer without having obtained a secondhand goods dealer license in addition to a pawnbroker license. A secondhand goods dealer may not conduct, operate or engage in the business of pawnbroker without having obtained a pawnbroker license in addition to a secondhand goods dealer license. (1974 Code § 1140.05)~~

##### ~~3. Multiple Dealers:~~

~~a. Requirements: The owners of a business at which two (2) or more secondhand goods dealers are engaged in business by maintaining separate sales and identifying themselves to the public as individual dealers may obtain a multiple secondhand goods dealer license for that location. A multiple license may not be issued unless the following requirements are met:~~

~~(1) The business must have a single name and address.~~

~~(2) The business must operate in a compact and contiguous space as specified in the license.~~

~~(3) The business must be under the unified control and supervision of one person who holds the license.~~

~~(4) Sales must be consummated at a central point of register operated by the owner of the business, and the owner must maintain a comprehensive account of all sales.~~

~~b. Compliance: The holder of a secondhand goods dealer licensed under this subsection A3 for a business with more than one dealer at the same location must comply with all of the requirements of this chapter, including the responsibility for police reporting and record keeping, in the same manner as any other dealer licensed under this chapter. A dealer licensed under this subsection A3 is responsible to his customers for stolen or misrepresented goods sold at his place of business in the same manner as any other dealer licensed under this chapter. (1974 Code § 1140.07)~~

~~B. County License: Secondhand goods dealers and pawnbrokers dealing in precious metals and gems must be licensed by the county in addition to the city license. (1974 Code § 1140.63)~~

#### ~~4-2-3: INELIGIBILITY FOR LICENSE:~~

~~A. Persons Ineligible: A pawnbroker or secondhand goods dealer license will not be issued to:~~

- ~~1. A person who is not a citizen of the United States or a resident alien, or upon whom it is impractical to conduct a background and financial investigation due to the unavailability of information.~~
- ~~2. A person under eighteen (18) years of age.~~
- ~~3. Subject to the provision of law, a person who has been convicted of any state or federal law relating to receiving stolen property, sale of stolen property or controlled substance, burglary, robbery, theft, damage or trespass to property, operation of an illegal business, or any law or ordinance regulating the business of pawnbrokers or secondhand goods dealers.~~
- ~~4. A person who, within five (5) years of the license application date, had a pawnbroker or secondhand goods dealer license revoked.~~
- ~~5. A person who the city council determines not to be of sufficient good, moral character or repute.~~
- ~~6. If the city council determines, after investigation and public hearing, that the issuance of or the renewal of the license would adversely affect public health, safety or welfare. (1974 Code § 1140.23)~~

~~B. Places Ineligible: A license will not be issued or renewed under this chapter for any place or for any business:~~

- ~~1. If taxes, assessments or other financial claims of the city or the state of Minnesota on the licensee's business premises are delinquent and unpaid;~~
- ~~2. If the premises is located within six hundred feet (600') of a school, church, residence or residentially zoned property, as measured from the property lines;~~

~~3. Where operation of a licensed premises would violate zoning ordinances; or~~

~~4. Where the applicant's present license was issued conditioned upon the applicant making specified improvements to the licensed premises or the property of the licensed premises, which improvements have not been completed. (1974 Code § 1140.25)~~

~~4-2-4: APPLICATION FOR LICENSE:~~

~~A. The license applicant must complete an application form provided by the chief of police. The application must be in a form and request information of the applicant as determined by the chief of police.~~

~~B. If the applicant is a natural person, the application must be signed and sworn by the person; if a corporation, by an agent authorized to sign; if a partnership, by a partner.~~

~~C. C. The application must be accompanied by the required license fee and the established fee for investigation. The annual license fee, but not the investigation fee, will be returned to the applicant if the application is rejected or denied. (1974 Code § 1140.11)~~

~~D. The application for a pawnbroker or secondhand goods dealer license must be accompanied by a site plan drawn to scale. The site plan must contain:~~

~~1. A legal description of the property upon which the proposed licensed premises is situated.~~

~~2. The exact location of the licensed premises on the property, customer and employee parking areas, access onto the property, and entrances into the premises.~~

~~3. The location of and distance from the nearest church, school, and residence.~~

~~4. A floor plan of the licensed premises. (1974 Code § 1140.15)~~

~~It is unlawful to knowingly make a false statement in the license application. In addition to all other penalties, the license may be subsequently revoked by the city council for violation of this subsection. (1974 Code § 1140.11)~~

~~4-2-5: FEES:~~

~~A. License Fees:~~

~~1. Pawnbroker: The annual fee for a pawnbroker shall be set by resolution of the city council.~~

~~2. Secondhand Goods Dealer: The annual license fee for a secondhand goods dealer, not a pawnbroker, shall be set by resolution of the city council.~~

~~3. Multiple Sales: The annual license fee for a secondhand goods dealer for a location where more than one secondhand goods dealer is engaged in business shall be set by resolution of the city council.~~

~~B. Investigation Fee: In addition to the annual fee, the city council may establish by resolution an investigation fee to be paid upon initial application and upon any change in ownership. Change in ownership shall include, in the case of a partnership, a change in identity of any partner; and in the case of a corporation, a change in ownership of more than five percent (5%) of shares. (1974 Code § 1140.09)~~

#### ~~4-2-6: BOND:~~

~~A pawnbroker or secondhand goods dealer license will not be issued unless the applicant files with the city clerk a bond with corporate surety, cash, or a United States government bond in the amount of five thousand dollars (\$5,000.00) for a pawnbroker license or five thousand dollars (\$5,000.00) for a secondhand goods dealer license. The bond must be conditioned on the licensee obeying the laws and ordinances governing the licensed business and paying all fees, taxes, penalties and other charges associated with the business. The bond must provide that it is forfeited to the city upon violation of law or ordinance. (1974 Code § 1140.13)~~

#### ~~4-2-7: INVESTIGATIONS:~~

~~A. Conduct Of Investigation: The city, prior to granting of an initial or renewed pawnbroker or secondhand goods dealer license, must conduct a background and financial investigation of the applicant. Any person having a beneficial interest in the license must be investigated. The chief of police shall cause to be made such investigation of the information requested in this chapter and shall make a written recommendation and report to the city council. The chief of police must verify the facts stated in the application and must report all convicted violations of state, federal or municipal law involving the applicant, interested persons, or the unlicensed premises while under the applicant's proprietorship.~~

#### ~~B. Fees:~~

~~1. At the time of each original application for a license, the applicant shall pay in full the investigation fee.~~

~~2. At any time that an additional investigation is required because of a license renewal, a change in ownership or control of the licensee or because of enlargement, alteration, or extension of premises previously licensed, the licensee shall pay an investigation fee in an amount set by city council resolution. The investigation fee shall accompany the application.~~

~~3. All investigation fees are nonrefundable. (1974 Code § 1140.17)~~

#### ~~4-2-8: GRANT OR DENIAL OF LICENSE:~~

~~A. Public Hearing: A pawnbroker or secondhand goods dealer license will not be issued without a public hearing before the city council. Any person having an interest in or who will be affected by the proposed license will be permitted to testify at the hearing. The public hearing must be preceded by a ten (10) business days' published notice specifying location of the proposed licensed business premises. (1974 Code § 1140.19)~~

~~B. Grant Or Denial: After review of the license application, investigation report and public hearing, the city council may grant or refuse, for one or more of the reasons set forth in section 4-2-19 of this chapter the application for a new or renewed pawnbroker or secondhand goods dealer license. A license will not be effective unless the application fee and bond have been filed with the chief of police. (1974 Code § 1140.21)~~

#### ~~4-2-9: LIMITATIONS ON LICENSE:~~

~~A license will be issued to the applicant only and only for the business premises as described in the application. The license is effective only for the premises specified in the approved license application. A license shall not be transferred to another location or to another person. (1974 Code § 1140.27)~~

#### ~~4-2-10: TERM AND EXPIRATION OF LICENSE; PRO RATA FEE:~~

~~The license is issued for a period of one year beginning on January 1 except that if the application is made during the license year, a license may issued for the remainder of the license year for a monthly pro rata fee. The unexpired fraction of a month will be counted as a complete month. The license expires on December 31. (1974 Code § 1140.29)~~

#### ~~4-2-11: REFUND OF LICENSE FEE:~~

~~The city council may, in its judgment, refund a pro rata share of the license fee to the licensee or the licensee's estate if:~~

~~A. The business ceases to operate because of destruction or damage.~~

~~B. The licensee dies.~~

~~C. The business ceases to be lawful for a reason other than license revocation.~~

~~D. The licensee ceases to carry on the licensed business under the license. (1974 Code § 1140.31)~~

#### ~~4-2-12: DEATH OF LICENSEE:~~

~~In the case of the death of a licensee, the personal representative of the licensee may continue operation of the business for not more than ninety (90) days after the licensee's death. (1974 Code § 1140.33)~~

~~4-2-13: HOURS AND DAYS OF OPERATION:~~

~~From nine o'clock (9:00) P.M. Saturday to seven o'clock (7:00) A.M. Monday, no property shall be received as a pledge, on consignment or purchased by a pawnbroker or secondhand goods dealer, nor shall any property be sold during said hours by any pawnbroker or secondhand goods dealer, nor any other day before seven o'clock (7:00) A.M., nor any other day after nine o'clock (9:00) P.M. Further, no pawnbroker or secondhand goods dealer shall be open for business on Christmas Day or Thanksgiving Day. (1974 Code § 1140.51)~~

~~4-2-14: PROCEDURE TO RECEIVE AND SELL ITEMS:~~

~~A. Holding: An item received by a secondhand goods dealer or pawnbroker, for which a report to the police is required, may not be sold or otherwise transferred for a period of twelve (12) business days after the date of such report to the police. However, an individual may redeem an item pawned seventy two (72) hours after it was received on deposit, excluding Sundays and legal holidays. (1974 Code § 1140.43)~~

~~B. Receipt Issued: A licensed secondhand goods dealer or pawnbroker must provide a receipt to the seller or consignor of any item which includes:~~

- ~~1. The address and telephone number of the business.~~
- ~~2. The date.~~
- ~~3. A description of items purchased.~~
- ~~4. The purchaser's or consignee's signature. (1974 Code § 1140.45)~~

~~C. C. Police Orders: If a city police officer or other law enforcement officer notifies a dealer not to sell an item, the item may not be sold or removed from the licensed premises until authorized to be released by the police, or court order. Said notification, if verbal, should be followed by a written order within seventy two (72) hours of the verbal notice, setting forth the item to be held and the reasons therefor. (1974 Code § 1140.47)~~

~~D. Records Kept:~~

- ~~1. A licensed secondhand goods dealer and pawnbroker, at the time of receipt of an item, must immediately record, in ink or other indelible medium, in the English language, in a book or word processing unit, all information required by Minnesota statutes section 325J.04. (1974 Code § 1140.35; amd. 2008 Code)~~
- ~~2. The books, as well as the goods received, must be open for inspection by the police department during business hours. The records required by this subsection must be stored and maintained by the licensee for a period of at least three (3) years. (1974 Code § 1140.35)~~

~~E. Daily Reports: For the following items, regardless of resale price, a secondhand goods dealer or pawnbroker must make out on forms approved by the police department, and send daily by mail or courier to the police department, a legible description of the goods received during the preceding day, together with the items received and a description of the individual from whom the goods were received:~~

- ~~1. Items with a serial number, or other personal identification number or symbol, or items from which such number or symbol has been, or may have been, removed, altered or obliterated.~~
- ~~2. Cameras.~~
- ~~3. Electronic audio or video equipment.~~
- ~~4. Precious jewelry or gems, and precious metals.~~
- ~~5. Artist signed or artist attributed works of art.~~
- ~~6. Guns and firearms.~~
- ~~7. Items not included in the above, except furniture and kitchen or laundry appliances, which the secondhand goods dealer or pawnbroker intends to sell for two hundred dollars (\$200.00) or more. (1974 Code § 1140.39)~~

~~F. Lost Or Stolen Goods: A licensed pawnbroker or secondhand goods dealer must report to the police any article pledged or received, or sought to be pledged or received, if the licensee has reason to believe that the article was stolen or lost. (1974 Code § 1140.41)~~

~~G. Redemption Period: A person who pawns an item shall have at least one hundred twenty (120) days to redeem the item before it may be sold. (1974 Code § 1140.57)~~

~~H. Payment By Check Only: When a secondhand goods dealer or pawnbroker makes payment for an item pledged or received at the licensed place of business, payment must be made by check only, made payable to the named payee, who is actually the intended seller. (1974 Code § 1140.59)~~

#### ~~4-2-15: WEAPONS PROHIBITED:~~

~~A. A licensed pawnbroker or secondhand goods dealer may not receive, as a pledge, or otherwise accept for consignment or sale, any revolver, pistol, rifle or shotgun unless said dealer also maintains a federal firearms dealer's license.~~

~~B. A licensed pawnbroker or secondhand goods dealer may not receive, as pledge, or otherwise accept for consignment or sale, any sawed off shotgun, automatic rifle, blackjack, switchblade, knife, or other similar weapons or firearms. (1974 Code § 1140.49)~~

~~4-2-16: SALES TO, RECEIPT FROM CERTAIN PERSONS PROHIBITED; IDENTIFICATION REQUIRED:~~

- ~~A. Minors: No person under the age of eighteen (18) years shall sell or consign, or attempt to sell or consign, goods with a secondhand goods dealer or pawnbroker. A secondhand goods dealer or pawnbroker may not receive goods from a person under eighteen (18) years of age. (1974 Code § 1140.53)~~
- ~~B. Unstable, Intoxicated Persons: A secondhand goods dealer or pawnbroker may not receive any goods from an incompetent person or an intoxicated person. (1974 Code § 1140.53; amd. 2008 Code)~~
- ~~C. Identification Required: A secondhand goods dealer or pawnbroker may not receive goods unless the seller presents identification in the form of a valid picture driver's license or official state photo identification, United States passport or military identification. (1974 Code § 1140.53)~~

~~4-2-17: SECURITY REQUIREMENTS:~~

- ~~A. Burglar Alarm: A licensed pawnbroker or secondhand goods dealer shall maintain an electronic burglar alarm system for the licensed premises. Such burglar alarm system must be duly registered by the city and maintained in good working order. (1974 Code § 1140.37)~~
- ~~B. Surveillance Camera: Licensed secondhand goods dealers and pawnbrokers shall be required to videotape all transactions and maintain a dated copy of the recording for thirty (30) days. The video recording shall include a clear view of the customer and shall display the date and time of the transaction. All videotape recordings shall be provided to the police or license inspector upon request. This requirement shall become effective as to each licensed secondhand goods dealer and pawnbroker and remain in full force and effect thereafter as to each such licensee when, during any sixty (60) day period, more than one percent (1%) of all transactions involve stolen property. The term "transaction", for the purposes of this subsection, shall mean the purchase or redemption of property, issuance of pawn tickets or similar receipts and all other pawn transactions between the licensee and any other person. Multiple transactions by one member of the public or transactions involving more than one item of property by one member of the public occurring on the same or successive days shall be deemed to be one transaction. The term "stolen property", for purposes of this subsection, shall mean and include any form of tangible property as to which the owner or possessor of such property has made oral or written complaint to a law enforcement authority that such property has been stolen from; or provided, however, that there need not be proof of the crime or theft or other criminal offense nor the conviction of any person for the theft or other criminal offense in order to establish that the property was stolen. The license inspector, or his or her successor, shall give notice to a licensee that the requirement for camera surveillance has become effective, and said licensee shall, within thirty (30) days after the receipt of such notice, begin to comply. Failure to comply after receipt of such notice shall be grounds for adverse action against the licensee. (1974 Code § 1140.41)~~

~~4-2-18: RIGHT OF INSPECTION:~~

~~Any peace officer or properly designated employee of the city or the state may enter, inspect and search business premises licensed under this chapter during normal business hours without a warrant. (1974 Code § 1140.61)~~

~~4-2-19: DENIAL OR REVOCATION OF LICENSE:~~

~~A license under this chapter may be denied or revoked by the city council, after a public hearing where the licensee is granted the opportunity to be heard, for one or more of the following reasons:~~

- ~~A. The operation of the business is in conflict with any provision of this chapter.~~
- ~~B. The operation of the business is in conflict with any health, building, maintenance, zoning, or other provision of this code.~~
- ~~C. The licensee or the business premises fails to conform with the standards for license application contained in this chapter.~~
- ~~D. The licensee has failed to comply with one or more provisions of this chapter or any statute, rule or ordinance pertaining to the business of pawnbroker or secondhand goods dealer.~~
- ~~E. Fraud, misrepresentation or bribery in securing a license.~~
- ~~F. Fraud, misrepresentation or false statements made in the course of the applicant's business.~~
- ~~G. Subject to the provisions of law, the licensee has been convicted of any state or federal law relating to receiving stolen property, sale of stolen property or controlled substances, burglary, robbery, theft, damage or trespass to property, operation of a business, or any law or ordinance regulating the business of pawnbroker or secondhand goods dealer. (1974 Code § 1140.55)~~

~~4-2-20: EXEMPTIONS:~~

~~This chapter shall not apply to or include the following:~~

- ~~A. The sale of secondhand goods where all the following are present:
  - ~~1. The sale is held on property occupied as a dwelling by the seller or owned, rented or leased by a religious, charitable, nonprofit, or political organization.~~
  - ~~2. That no sale exceeds a sale of ninety six (96) consecutive hours.~~
  - ~~3. That no more than four (4) sales are held in any twelve (12) month period.~~~~

~~4. That none of the items offered for sale shall have been purchased for resale or received on consignment for the purpose of resale.~~

~~B. The sale of goods at an auction held by an auctioneer.~~

~~C. The business of buying or selling only those secondhand goods taken as part or full payment for new goods and where such business is incidental to and not the primary business of a person.~~

~~D. A bulk sale of property from a merchant, manufacturer or wholesaler having an established place of business, or goods sold at open sale from bankrupt stock.~~

~~E. Goods sold at an exhibition, provided the exhibition does not last longer than ten (10) days in any twelve (12) month period.~~

~~F. Sales by a licensed automobile dealer.~~

~~G. Firearms, including antique firearms, sold by firearms dealers holding current valid federal firearms dealer licenses permitting them to deal in such sales.~~

~~H. Sale made by the county sheriff or other public officials in the discharge of their official duties.~~

~~I. Sales made by assignees or receivers appointed in the state to make sales for the benefit of creditors.~~

~~J. Sales of the following secondhand goods when such sales are conducted as part of a business operation in a business zoning district:~~

~~1. Clothing.~~

~~2. Sporting goods.~~

~~3. Films, videos, books, magazines, video games, trading cards.~~

~~4. Household furniture, such as tables, chairs, lamps and bedding, but not electronic equipment such as televisions, radios, VCRs, tape recorders, and compact disc players.  
(1974 Code § 1140.03)~~

#### ~~4-2-21: VIOLATION; PENALTIES:~~

~~Any person violating any provision of this chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be punishable as provided in section 1-4-1 of this code, together with the cost of prosecution. (1974 Code § 1140.67; amd. 2008 Code)~~

#### ~~4-2-1: PURPOSE:~~

- 4-2-2: DEFINITIONS:
- 4-2-3: LICENSE REQUIRED:
- 4-2-4: BACKGROUND INVESTIGATIONS:
- 4-2-5: RENEWAL OF LICENSE:
- 4-2-6: EXEMPTIONS:
- 4-2-7: PERSONS AND LOCATIONS INELIGIBLE FOR A LICENSE:
- 4-2-8: GENERAL LICENSE RESTRICTIONS AND CONDITIONS:
- 4-2-9: RECORDKEEPING:
- 4-2-10: DAILY REPORTS TO POLICE DEPARTMENT USING APS:
- 4-2-11: INSPECTION OF PREMISES AND ITEMS:
- 4-2-12: HOLDING PERIOD FOR PAWNBROKERS:
- 4-2-13: HOLDING PERIOD FOR PRECIOUS METAL DEALERS:
- 4-2-14: RELEASE OF PROPERTY:
- 4-2-15: PAWNING OF MOTOR VEHICLE TITLES:
- 4-2-16: POLICE ORDER TO HOLD PROPERTY:
- 4-2-17: CITY COUNCIL ACTION:
- 4-2-18: DENIAL, SUSPENSION, OR REVOCATION:
- 4-2-19: PROHIBITED ACTS:
- 4-2-20: VIOLATION; PENALTIES:
- 4-2-21: ADOPTION OF STATUTES BY REFERENCE:

**4-2-1: PURPOSE:**

The city council finds that consumer protection regulation is warranted in transactions involving pawnbrokers and precious metal dealers. The city council further finds that the pawnbroker and precious metal industries have outgrown the City’s current ability to effectively or efficiently identify potential criminal activity related to pawnshops and precious metal dealers. The purpose of this Title 4, Chapter 2 is to prevent pawnbroker and precious metal businesses from being used as facilities for the disposition of illegally-obtained property, to aid in the identification of individuals involved in criminal activities through the timely collection and sharing of transaction information, and to ensure that such businesses comply with basic consumer protection standards, thereby protecting the public health, safety, and general welfare of the citizens of the City.

To help the City better regulate current and future pawnbroker and precious metal businesses, and stabilize costs associated with the regulation of the pawnbroker and precious metal industries, and increase identification of criminal activities in the pawnbroker and precious metal industries through the timely collection and sharing of pawnbroker and precious metal transaction information, this Title 4, Chapter 2, also implements and establishes the required use of the Automated Pawn System.

**4-2-2: DEFINITIONS:**

For purposes of this Title 4, Chapter 2 of the city code, the terms defined herein have the following meanings:

“APS” means the Automated Pawn System records management system operated by the Minneapolis Police Department.

“BILLABLE TRANSACTION” means a reportable transaction conducted by a pawnbroker or precious metal dealer except renewals, redemptions or extensions of existing pawns on items previously reported and continuously in the licensee’s possession, voided transactions, and confiscations.

“ITEM CONTAINING PRECIOUS METAL” means an item made in whole or in part of metal and containing more than one percent by weight of silver, gold or platinum.

“LICENSEE” means the person to whom a license is issued under this Title 4, Chapter 2, including any employees or agents of the person.

“PAWNBROKER” means a person engaged in whole or in part in the business of lending money on the security of pledged goods left in pawn, or in the business of purchasing tangible personal property to be left in pawn on the condition that it may be redeemed or repurchased by the seller for a fixed price within a fixed period of time. Notwithstanding the foregoing, the following are exempt from this definition: any bank, savings and loan association, or credit union.

“PAWNSHOP” means the location at which or premises in which a pawnbroker regularly conducts business.

“PERSON” means an individual, partnership, corporation, limited liability company, joint venture, trust, association, or any other legal entity, however organized.

“POLICE CHIEF” means the Inver Grove Heights Police Chief.

“POLICE DEPARTMENT” means the Inver Grove Heights Police Department.

“PRECIOUS METAL DEALER” means a person engaging in the business of buying secondhand items containing precious metals, including but not limited to, coins, jewelry, watches, eating utensils, candlesticks, and religious and decorative objects.

“PRECIOUS METAL” means silver, gold, platinum, or sterling silver, whether as a separate item or in combination, or as a piece of jewelry or other crafted item, except items plated with

precious metal or metals when the plating equals less than one percent (1%) of the item's total weight.

“REPORTABLE TRANSACTION” means every transaction conducted by a pawnbroker or precious metal dealer in which items are received through a pawn, purchase, consignment or trade, or in which a pawn is renewed, extended or redeemed, except:

- a. The bulk purchase or consignment of new or used merchandise from a merchant, manufacturer or wholesaler having an established permanent place of business, and the retail sale of said merchandise, provided the licensee maintains a record describing the items in each transaction and marks each item in a manner that relates it to the particular transaction record; and
- b. Retail and wholesale sales of merchandise originally received by pawn or purchase, and for which all applicable hold and/or redemption periods have expired.

“SECONDHAND ITEM” means tangible personal property, excluding a motor vehicle, that has been previously used, rented, owned, or leased.

**4-2-3: LICENSE REQUIRED:**

- A. General Rule: No person shall engage in the business of pawnbroker or precious metal dealer within the City unless the person is currently licensed under this Title 4, Chapter 2, and in the case of a precious metal dealer, a license must be obtained from both Dakota County and the City. The applicant must also comply with Title 3 of the city code.
- B. Application Requirements: Application for a license must be made to the city clerk upon forms provided by the City. After the City has received a completed application, including all required documentation, the appropriate fees, and a completed background investigation, the license will be submitted to the city council for consideration. Incomplete applications will be rejected by the city clerk and will not be submitted to the city council. At least 10 days before the city council considers the application, the city clerk shall mail notice to the applicant and to each property owner within 350 feet of the property for which the license is sought.
  - 1. Natural person: If the applicant is a natural person, the applicant must provide the following information:
    - a. Name, place, and date of birth.
    - b. Street resident addresses of where the applicant has lived during the past five (5) years and telephone numbers.

- c. Whether the applicant is a citizen of the United States or a resident alien.
  - d. Whether the applicant has ever been known by a name other than the applicant's name and, if so, the name or names used and information concerning dates and places used.
  - e. The type, name, and location of every business or occupation in which the applicant has been engaged during the preceding five (5) years and the names and addresses of the applicant's employers and partners, if any, for the preceding five (5) years.
  - f. Whether the applicant has ever been convicted of a felony, gross misdemeanor, misdemeanor, including violations of a municipal ordinance, but excluding minor traffic violations, directly related to the business for which a license is sought. If so, the applicant must furnish information as to the date, time, place of conviction, and nature of the offenses.
  - g. If the applicant does not manage the business, the name of the managers or other persons in charge of the business and all information concerning each of them pursuant to subsection 4-2-3 B.1. a-h.
2. Partnership, Limited Liability Company: If the applicant is a partnership or limited liability company, the applicant must provide the following information.
- a. The names and addresses of all general and limited partners or members and all information concerning each general partner and chief manager pursuant to subsection 4-2-3 B.1. a-h.
  - b. The names of the general partners, chief manager and the interest of each partner or member in the licensed business.
  - c. A copy of the partnership agreement or articles of organization. If the partnership is required to file a certificate as to a trade name pursuant to Minnesota Statutes, Section 333.01, a certified copy of the certificate must be attached to the application.
  - d. The applicant's federal tax identification number and Minnesota employer identification number.
  - e. If the applicant does not manage the business, the name of the managers or other persons in charge of the business and all information concerning each of them pursuant to subsection 4-2-3 B.1. a-h.
3. Corporation: If the applicant is a corporation or other organization, the applicant must provide the following information:

- a. The name of the corporation or business and the state of incorporation.
  - b. A copy of the Articles of Incorporation or Association Agreement, and Bylaws. If the applicant is a foreign corporation, a Certificate of Authority as required by Minnesota Statutes, Section 303.06 must be attached.
  - c. The applicant's federal tax identification number and Minnesota employer identification number.
  - d. The name of the managers or other persons in charge of the business and all information concerning each manager, proprietor, or agent pursuant to subsection 4-2-3 B.1. a-h.
  - e. A list of all persons who control or own an interest in excess of 5% in such organization or business or who are officers of the corporation or business and all information concerning the persons pursuant to subsection 4-2-3 B.1. a-h. This provision, however, does not apply to a corporation whose stock is publicly traded on a stock exchange and the corporation is applying for a license to be owned and operated by itself.
4. Additional Information From All Applicants: All applicants must provide the following additional information:
- a. Whether the applicant holds a current license or has ever held a license from any governmental unit, including the City.
  - b. Whether the applicant has ever had a license in any city or state denied, revoked, or suspended and the reason for the denial, revocation, or suspension.
  - c. The name of the business, if it is to be conducted under a designation, name, or style other than the name of the applicant and a certified copy of the certificate as required by Minnesota Statutes, Section 333.01.
  - d. The street addresses and telephone numbers of the premises at which the business will be conducted.
  - e. The exact legal description of the premises to be licensed, if applicable.
  - f. If the applicant does not own the business premises, a true and complete copy of the executed lease for the premises.
  - g. If the applicant is applying for a personal business license, a copy of the independent contractor, employment agreement or executed statement from the

business owner that the applicant is authorized to conduct business at the business premises.

- h. Whether all real estate and personal property taxes that are due and payable for the premises have been paid and, if not paid, the years and amounts that are unpaid.
  - i. A written declaration by the applicant, under penalty of perjury, that the information contained in the application is true. If the applicant is a corporation, an officer must sign the written declaration. If the applicant is a partnership or limited liability company, a general partner or chief manager must sign the written declaration. If the applicant is an unincorporated association, the manager or managing officer must sign the written declaration.
  - j. Where the approval of any city or State officer or the Council is required prior to the issuance of a license, evidence of that approval.
  - k. Such other information as the City may require.
- C. License Fee: The fees for such licenses shall be paid at the office of the city clerk before the granting of the license. The fee may be pro-rated for the portion remaining in the license term.
- D. Bond: A pawnbroker or precious metal dealer license will not be issued unless the applicant files with the city clerk a bond with corporate surety, cash, or a United States government bond in the amount of five thousand dollars (\$5,000.00) for a pawnbroker license or five thousand dollars (\$5,000.00) for a precious metal dealer license. The bond must be conditioned on the licensee obeying the laws and ordinances governing the licensed business and paying all fees, taxes, penalties and other charges associated with the business. The bond must provide that it is forfeited to the city upon violation of law or ordinance.
- E. Insurance Coverage: The applicant must file with the city clerk a Certificate of Insurance from an insurance company duly licensed and qualified to do business in Minnesota, on a form approved by the City Attorney.
- 1. Coverage Requirements: The insurance policy must provide the following coverage in not less than the amounts hereinafter provided:
    - a. Comprehensive General Liability
      - i. Bodily injuries, including death resulting therefrom sustained by any one person - \$100,000 and \$300,000 per any one occurrence;
      - ii. Property Damage Liability - \$100,000 per occurrence; and

b. Worker's Compensation: Coverage as required by Minnesota Statutes, Section 176.181, subd. 2.

2. Coverage Changes and Cancellation: The applicant may not cancel or change the insurance without fifteen (15) days prior written notice to the city clerk by certified mail. The Certificate of Insurance must be continuously in effect until fifteen (15) days after receipt of the written notice of cancellation or change, provided however, the Certificate must not extend for more than two (2) years.

F. Dual Licenses Required: A person conducting both pawnbroker and precious metal dealer activity at the same location shall be required to obtain both a pawnbroker's license and a precious metal dealer's license. In such instance when dual licensure is sought, only the license fee for a pawnbroker license shall be required. The license fee for the precious metal dealer license shall be waived.

F.G. Number of Licenses Issued: The maximum allowable number of pawnbroker licenses in the city at any one time shall be two (2). The maximum number of allowable precious metal dealer licenses in the city at any one time shall be five (5).

G.H. License Transfer Not Allowed: Each license issued under this Title 4, Chapter 2 shall be issued to a specific person and for a specific location. Such license is not transferable.

H.I. License Display: The licensee must display a sign of sufficient size and in a location that makes it visible to all patrons which informs all patrons that all pawn and precious metal transactions are reported to the Police Department.

#### **4-2-4: BACKGROUND INVESTIGATIONS:**

In order to protect the general welfare of the public, certain license applications may require a personal background and/or a business background investigation. If so required, the investigations will be conducted pursuant to this subsection 4-2-4, as well as section 1-10-2 of the city code.

A. Authorization: At the time of making an initial or renewal license application that requires a personal or business background investigation, the applicant must provide written authorization to the City to investigate all facts set out in the application and to do a personal and business background investigation on the applicant. A criminal background investigation shall be conducted as part of a personal background investigation. The information obtained from the investigation shall be used to assist the Police Chief in making a recommendation as to whether the applicant should be granted a license. Such recommendation may be based on any of the following criteria:

1. Whether the applicant was convicted of a crime or offense in the last five (5) years involving or directly relating to the business for which a license is sought;
2. Whether there is a material misrepresentation in the application;
3. Whether the applicant is of good moral character.

B. Investigation Fee: All applicants who must undergo a background investigation must pay an investigation fee with the license application. Separate fees shall be charged for personal background investigations and business background investigations. The city council establishes the investigation fee by city council resolution. An applicant applying for both licenses shall only be required to pay one background investigation fee. If there is a manager in charge of the business, the manager must also undergo a background investigation. A separate fee shall be required for each background investigation conducted.

#### **4-2-5: LICENSE TERM AND RENEWAL OF LICENSE:**

The license is issued for a period of one (1) year beginning on January 1 and expiring on December 31. License renewals are issued in the same manner and subject to the same conditions as a new license application. Licensees must submit their applications for renewal of their licenses at least thirty (30) days prior to its expiration.

#### **4-2-6: EXEMPTIONS:**

- A. The following persons shall be exempt from the licensing requirements regarding precious metal dealers:
1. Transactions at occasional “garage” or “yard” sales, or estate sales or farm auctions held at the decedent’s residence, except that precious metal dealers must comply with the requirements of Minnesota Statutes, Sections 325F.734 to 325F.742 for these transactions;
  2. Transactions regulated by Minnesota Statutes, Chapter 80A;
  3. Transactions regulated by the Federal Commodity Futures Commission Act, Public Law 93-463;
  4. Transactions involving the purchase of precious metal grindings, filings, slag, sweeps, scraps, or dust from a dental lab, dentist, or agent thereof;
  5. Transactions involving the purchase of precious metal grindings, filings, slag, sweeps, scraps, or dust from an industrial manufacturer with whom the precious metal dealer has a contractual relationship;

6. Transactions in which a secondhand item containing precious metal is exchanged for a new item containing precious metal and the value of the new item exceeds the value of the Secondhand Item, except that a natural person, partnership, or corporation who is a precious metal dealer by engaging in a transaction that is not exempted by this subsection 4-2-6 A must comply with the requirements of Minnesota Statutes, Sections 325F.734 to 325F.742;
7. Transactions between precious metal dealers if both dealers are licensed under Minnesota Statutes, Section 325F.733 or if the seller's business is located outside of the state and the item is shipped from outside the state to a dealer licensed under Minnesota Statutes, Section 325F.733;
8. Transactions in which the buyer of a secondhand item containing precious metal is engaged primarily in the business of buying and selling antiques, and the items are resold in an unaltered condition except for repair, and the items are resold at retail, and the buyer paid less than \$2,500 for secondhand items containing precious metals purchased within any period of twelve (12) consecutive months.
9. Transactions in which the secondhand item containing precious metal is exchanged for an in-store credit to be used only for merchandise offered for sale at the business where the transaction occurs.

B. The following persons shall be exempt from the licensing requirements for pawnbrokers:

1. Persons selling used personal property or items in connection with an occasional "garage" or "yard" sale, estate sale, or farm auction.
2. Repurchasers of agricultural machinery or implements pursuant to Minnesota Statutes, Sections 325E.05 and 325E.06;
3. Recyclers, including but not limited to motor oil, aluminum, iron, scrap metal, glass, plastic and paper recyclers;
4. Dealers of used motor vehicles;
5. Retail stores in connection with the repurchase of returned merchandise by a customer after the initial retail sale from the retail store;
6. Dealers of secondhand items for consignment or for resale only;
7. Dealers of wire and cable pursuant to Minnesota Statutes, Section 325E.21;
8. Persons making occasional private purchases or sales of secondhand items;

9. Licensed auctioneers;
10. Retail or wholesale businesses who purchase secondhand items as part of payment, in full or a portion thereof, for new goods or personal property purchases from the business when such business transactions are incidental to and not the primary business;
11. Banks, savings and loan associations or credit unions.

**4-2-7: PERSONS AND LOCATIONS INELIGIBLE FOR A LICENSE:**

No license shall be issued to an applicant if:

1. The applicant is a minor at the time of the application is filed.
2. The applicant has been convicted of a felony, gross misdemeanor, or misdemeanor punishable by jail, the crime is directly related to the license sought and the applicant has not shown by competent evidence of sufficient rehabilitation and present fitness to perform the duties of the business.
3. The applicant is not a citizen of the United States or a resident alien of the United States.
4. The applicant, general partner, managing partner of a partnership, or manager, proprietor or agent in charge of a business or a corporation holds an intoxicating liquor license under Title 4, Chapter 1 of the city code, or an intoxicating liquor license has been issued to the same location as the proposed premises to be licensed as a pawnbroker or precious metal dealer.
5. The applicant is not of good moral character and repute.
6. In the judgment of the city council, the applicant is not the real party in interest or beneficial owner of the business operated under the license.
7. The applicant has had a pawnbroker or precious metal dealer's license issued by any governmental authority revoked anywhere within five (5) years of the license application.
8. The place or business is ineligible for a license under city ordinance or state law.
9. Real estate taxes, assessments, personal property taxes or other financial claims of the city or any other governmental entity for the premises are delinquent and unpaid.

**4-2-8: GENERAL LICENSE RESTRICTIONS AND CONDITIONS:**

- A. Conduct: Every licensee is responsible for the conduct of his or her place of business and the conditions of order in it. The act of any employee of the licensed premises is deemed the act

of the licensee as well, and the licensee will be liable for all penalties provided by this ordinance equally with the employee, except for criminal penalties.

- B. Zoning Requirements Met: No pawnbroker or precious metal dealer license shall be granted until all applicable zoning requirements are met or until all conditions for approval of the use have been satisfied.
- C. A licensee is only authorized to carry on its business at the permanent place of business designated in the license. No building or leased space other than that mentioned in the license application may be used in conjunction with the licensed business. No off-site storage facilities shall be allowed.
- D. Gambling: No licensee under this Title 4, Chapter 2 of the city code may keep, possess, operate or permit the keeping, possession, or operation of dice, slot machines, roulette wheels, punchboards, blackjack tables, or pinball machines that return coins or slugs, chips, or tokens of any kind, which are redeemable for merchandise or cash. No gambling equipment authorized under Minnesota Statutes, Sections 349.11-349.61, may be kept or operated and no raffles may be conducted on the licensed premises and/or adjoining rooms. The purchase of lottery tickets may take place on the licensed premises as authorized by the director of the lottery pursuant to Minnesota Statutes, Sections 349A.01-349A.15.
- E. Hours of Operation: Monday through Saturday, a licensee may not be open for business before 7:00 a.m. or after 10:00 p.m. On Sundays, a licensee may not be open for business before 11:00 a.m. or after 10:00 p.m. A licensee may not be open for business on Thanksgiving Day or Christmas Day.
- F. Stolen or Lost Property: A pawnbroker or precious metal dealer must report to the Police Department an item pledged, received, purchased or traded, or sought to be pledged, received, purchased or traded, if the pawnbroker or precious metal dealer has reason to believe that the article was stolen or lost.

#### **4-2-9: RECORDKEEPING:**

- A. At the time of receipt of an item of property, whether sold or pawned, the licensee shall immediately and legibly record, in English, the following information by computerized, electronic or digital record, including storage on a computerized storage medium, according to the standards and procedures approved by the Police Chief:
  - 1. An accurate and complete description of the item of property, including, but not limited to, brand name, model name, serial number, trademark, identification number, or any other identifying mark on the item.

2. The date, time and place the item of property was received by the licensee, and the unique alpha and/or numeric transaction identifier that distinguishes it from all other transactions in the licensee's records.
  3. The purchase price or loan amount and the means by which the money was advanced or paid, or the nature of the transaction if not a loan or sale. For pawnbrokers conducting a pawn transaction, the information must include:
    - a. The maturity date of the transaction and the amount due, including monthly and annual interest rates; and
    - b. All pawn fees and charges and the last regular date of business by which the item must be redeemed by the pledgor without risk that the item will be sold, and the amount necessary to redeem the pawned item on that date.
  4. Full name, residence address, residence telephone number, date of birth and accurate physical description of the person from whom the item of the property was received, including: gender, height, weight, race, color of eyes and color of hair.
  5. The identification number and state or agency of issue from one of the following forms of identification of the person from whom the item was received:
    - a. A current valid Minnesota driver's license;
    - b. A current valid Minnesota identification card; or
    - c. A current, valid photo driver's license or identification card issued by another state or province of Canada, and one other form of identification.
  6. The signature or unique identifier of the licensee or employee that conducted the transaction; and
  7. The signature of the person identified in the transaction.
- B. Photographic record: A licensee must obtain a digital color photograph or digital color recording of:
1. Each customer involved in a billable transaction; and
  2. Every item pawned or purchased that does not have a unique serial or identification number permanently engraved or affixed.

If a photograph is taken, it must be at least two inches in length by two inches in width and must be maintained in such a manner that the photograph can be readily referenced with the information regarding the person and the item sold or pawned. Such photographs must be in video or digital format and must be made available to the Police Department, upon request. The major portion of the photograph must include an identifiable front facial close-up of the person who pawned or sold the item. Items photographed must be accurately depicted. The licensee must inform the person that he or she is being photographed by displaying a sign of sufficient size in a conspicuous place in the premises. If a video photograph is taken, the video camera must zoom in on the person pawning or selling the item to include an identifiable close-up of that person's face. Items photographed by video must be accurately depicted. Video photographs must be electronically referenced by time and date so they can be readily matched and correlated with all other records of the transaction to which they relate. The licensee must retain the video or digital images for ninety (90) days from the date of the transaction.

- C. Labeling Requirement: A label must be attached to every item at the time it is pawned, purchased or received in inventory from any reportable transaction. Permanently recorded on this label must be the number or name that identifies the transaction in the licensee's records, the transaction date, the name of the item and the description or the model and serial number of the item as reported to the Police Department, and the date the item can be sold, if applicable. The labels shall not be re-used.
- D. Receipts: The licensee shall provide a receipt to the seller or pledgor of any item of property received, containing the following information:
1. The name, address and telephone number of the licensee;
  2. The date and time on which the item was received by the licensee;
  3. A description of the item received and amount paid to the pledgor or seller in exchange for the item pawned or sold;
  4. The signature of the pledgor or seller and the licensee or designee;
  5. For pawnbrokers, the information must include the last regular business day, if any, by which the item must be redeemed by the pledgor or seller without risk that the item will be sold and the amount necessary to redeem the transaction goods on that date and the monthly and annual interest rates charged by the licensee, if any, including all pawn fees and charges;
  6. The full name and address of the seller or pledgor, and a blank line for the pledgor's signature;

7. The following statements shall be printed on all pawn transaction receipts:

“Any personal property pledged to a pawnbroker within this State is subject to sale or disposal when there has been no payment made on the account for a period of not less than sixty (60) days past the date of the pawn transaction, renewal or extension; no further notice is necessary. There is no obligation for the pledgor to redeem pledged goods. The pledgor of this item attests that it is not stolen, that it has no liens or encumbrances against it, and the pledgor has the right to sell or pawn the item. This item is redeemable only by the pledgor to whom the receipt was issued, or any person identified in a written and notarized authorization to redeem the property identified in the receipt, or a person identified in writing by the pledgor at the time of the initial transaction and signed by the pledgor. Written authorization for release of property to persons other than the original pledgor must be maintained along with the original transaction record.”

G. Disposition of Pawned Articles:

1. When any article is sold or disposed of by the licensee, the records shall contain the article sold with the date, the amount for which the article was sold, interest and charges accrued, and identification of the person to whom sold.
2. For renewals, extensions and redemptions, the licensee shall provide the original transaction identifier, the date of the current transaction, and the type of transaction.

**4-2-10: DAILY REPORTS TO POLICE DEPARTMENT USING APS:**

- A. All required transaction record data must be transmitted electronically to the Minneapolis Police Department at the close of each business day using the current version of APS. If the licensee is unable to report using APS due to technology failures or interruptions, then all required records, including printed copies of all reportable transactions along with the required photographs or video tape for that day, must be maintained at the licensed premises and be made immediately available for inspection upon request by a police officer. If the electronic transmission failure is determined to be in the licensee’s system, the licensee must take all reasonable steps including the replacement of its computer system and related components in order to return the electronic reporting system to working condition as soon as possible. If the nonfunctioning system or repair will require more than ten (10) days to return the system to a working condition, the licensee must notify the Inver Grove Heights Police Department. Failure by the licensee to correct a problem with its computer or other systems causing the licensee’s inability to electronically transmit required transaction data to APS or failing to notify the Inver Grove Heights Police Department of the malfunction within ten

(10) days is a violation of this subsection 4-2-10. Regardless of the origin of the technical problems that prevented the licensee from transmitting the required reports electronically, upon correction of the problem, the licensee must electronically transmit every reportable transaction to APS from each business day that the problem existed.

- B. Monthly Transaction Fee: In addition to the annual license fee, a licensee must pay a monthly transaction fee based on the actual number of billable transactions conducted by the licensee at the rate established by city council resolution. The transaction fee will reflect the cost of processing a transaction and other regulatory expenses related to processing transaction information, including the cost of participating in the APS. The transaction fee will be billed monthly to the licensee and must be paid by the due date shown on the billing. Any charges unpaid at the close of business on the due date shall be deemed delinquent and the licensee shall be charged interest at the rate of one and one-half percent (1.5%) per month on all delinquent charges. Interest charges shall be added to, or become a part of, the delinquent balance. Whenever any charges are more than thirty (30) days delinquent, the City may suspend the license until all delinquent charges are paid in full, pursuant to the process in subsection 3-2-10 of the city code.
  
- C. Inspection of Records: The records referred to in this subsection 4-2-10 shall be open to the inspection of the Police Department at all reasonable times and shall be retained by the licensee on the licensed premises for at least four (4) years, except the video or digital images, which must be retained for ninety (90) days.

**4-2-11: INSPECTION OF PREMISES AND ITEMS:**

At all times during the terms of the license, the licensee must allow law enforcement officials to enter the premises where the licensed business is located during normal business hours, except in an emergency, for the purpose of inspecting such premises and inspecting the items, merchandise and records to verify compliance with this Title 4, Chapter 2 or other applicable laws.

**4-2-12: HOLDING PERIOD FOR PAWNBROKERS:**

- A. Pawned items: A person pledging, pawning, or depositing an item for security must have a minimum of sixty (60) days from the date of that transaction to redeem the item before it may be forfeited and sold, or in the case of precious metal, traded, melted down or dismantled. During the sixty (60) days following the date of the pawn, pledged items may not be sold or otherwise removed from the licensed location, unless it is redeemed by the person who pawned or pledged the items.
  
- B. Purchased items: Any item purchased or accepted in trade by the licensee must not be sold or otherwise removed from the premises for thirty (30) days from the date of the transaction, except gold and silver coins, as noted in subsection 4-2-13.

#### **4-2-13: HOLDING PERIOD FOR PRECIOUS METAL DEALERS:**

- A. General Rule: Every precious metal dealer shall hold the following items for a period of fourteen (14) days from the time of the transaction:
  - 1. Coins that are purchased because of their numismatic or antique value. (i.e. rare coin collection)
  - 2. All other secondhand items containing precious metal purchased by the precious metal dealer.
- B. Exception: Gold and silver coins that are purchased with the intent to refine (melt) or sell them to a refiner because of their precious metal value, are not subject to the fourteen (14)-day holding period requirement.
- C. During the holding period, items shall not be removed from the licensed premises or altered from their original state.

#### **4-2-14: RELEASE OF PROPERTY:**

Pawnbroker licensees are prohibited from redeeming any pawned item to anyone other than to:

- 1. The person to whom the receipt was issued;
- 2. Any person identified in a written and notarized authorization to redeem the property; or
- 3. Any person identified in writing by the pledgor at the time of the initial transaction and signed by the pledgor.

#### **4-2-15: PAWNING OF MOTOR VEHICLE TITLES:**

In addition to the other requirements of this subsection Title 4, Chapter 2, a pawnbroker who holds a title to a motor vehicle as part of a pawn transaction must:

- 1. Be licensed as a used motor vehicle dealer under Minnesota Statutes, Section 168.27, and post such license on the pawnshop premises;
- 2. Verify that there are no liens or encumbrances against the motor vehicle with the Minnesota Department of Public Safety; and
- 3. Verify that the pledgor has automobile insurance on the motor vehicle as required by law.

4. Not sell a motor vehicle covered by a pawn transaction until ninety (90) days after recovery of the motor vehicle.
5. Not store any pawned, pledged or purchased vehicles at the license premises in violation of the zoning code.

#### **4-2-16: POLICE ORDER TO HOLD PROPERTY:**

- A. Investigative Hold: Whenever a law enforcement official from any agency notifies a licensee not to sell an item, the item must not be sold or removed, from the premises or melted or dismantled. The investigative hold shall be confirmed in writing by the originating agency within ninety-six (96) hours and will remain in effect for fifteen (15) days from the date of initial notification, until the investigative order is canceled, or until an order to hold/confiscate is issued, pursuant to this subsection 4-2-16.
- B. Order to Hold: Whenever the Inver Grove Heights Police Department notifies a licensee not to sell an item, the item must not be sold or removed from the licensed premises until authorized to be released by the Police Department. The order to hold expires ninety (90) days from the date it is placed, unless the Police Department determines additional time is necessary and notifies the licensee in writing to continue the hold.
- C. Order to Confiscate: If an item is identified as stolen or evidence in a criminal case, the Police Department may:
  1. Physically confiscate and remove the item from the licensed premises, pursuant to a written order from the Police Department; or
  2. Place the item on hold or extend the hold pursuant to this subsection 4-2-16, and leave it on the licensed premises. When an item is confiscated, the person doing so shall provide identification upon request of the licensee, and shall provide the licensee the name and phone number of the confiscating agency and investigator, and the case number related to the confiscation. The Police Department shall provide the licensee with a property receipt for the item confiscated.
- D. Notification of release. When an order to hold/confiscate is no longer necessary, the Police Department will so notify the licensee.

#### **4-2-17: CITY COUNCIL ACTION:**

The city council must take action on each new and renewal license application within a reasonable time following receipt of the recommendation from city staff regarding the application.

- A. Public Hearing: A pawnbroker or precious metal dealer license will not be issued without a public hearing before the city council. Any person having an interest in or who will be

affected by the proposed license will be permitted to testify at the hearing. The public hearing must be preceded by ten (10) business days' published notice specifying the location of the proposed licensed business premises.

- B. License with Reasonable Conditions: The city council may add reasonable conditions upon approval of a license, if deemed appropriate.

**4-2-18: DENIAL, SUSPENSION, OR REVOCATION:**

The city council or its designee may hold a hearing to take action on a business license or licensed activity to deny, suspend, or revoke a license or to consider other actions against the business. Any license may be denied, suspended, or revoked for one or more of the following reasons:

1. The proposed use does not comply with the zoning code.
2. The proposed use does not comply with a health, building, maintenance, or other provisions of the city code or state law.
3. The applicant has failed to pay all of the appropriate fees related to the license, or is delinquent on any other City fees.
4. The applicant has made fraudulent statements, misrepresentations, or false statements in the application or investigation for or in the course of the applicant's business.
5. Conviction of any crime or offense in the previous five (5) years involving or relating to the business that is licensed or the type of licensed activity and failed to show competent evidence of sufficient rehabilitation and present fitness to perform the duties of the business.
6. The licensed activity has been operated in such a manner as to constitute a breach of the peace, a menace to the health, safety, and welfare of the public, or a disturbance of the peace or comfort of the residents of the City, upon recommendation of the Police Chief or an appropriate city official.
7. Expiration or cancellation of any required insurance or failure to notify the City within a reasonable time of changes in terms of the insurance or the carriers.
8. The licensee has acted in an unauthorized manner or beyond the scope of the license granted.
9. The applicant's license has been denied, revoked, or suspended by the City, the State, or another government unit.

10. Failure to allow inspections of the licensed premises, for the purpose of ensuring compliance with the law, at any time it is occupied or open for business.
11. Failure to continuously comply with all conditions required as precedent to the approval of the license.
12. Real estate taxes, assessments, or personal property taxes on the business premises have become delinquent and the property owner and the applicant are the same person or entity, or have any common ownership between the property owner and the applicant when they are a different person or entity.
13. Violation of any regulation or provision of the city code or zoning code applicable to the activity for which the license has been granted, or any regulation or state law that may be applicable.
14. The applicant or licensee has been found guilty of professional misconduct, either criminally or civilly.
15. Based on the findings of a background investigation, granting a license would be a menace to the safety, health, morals and welfare of the public.
16. The applicant or licensee is not of good moral character.
17. The activity has been conducted without a license.
18. Other good cause.

**4-2-19: PROHIBITED ACTS:**

- A. Minors: Persons under the age of eighteen (18) years may not pawn, sell, or attempt to pawn or sell goods with any licensee, nor may any licensee receive any goods from a person under the age of eighteen (18) years.
- B. Incapacitated persons: Licensees may not receive or accept any goods from a person of unsound mind or who is intoxicated.
- C. Proper Identification Required: Licensees may not receive or accept any goods without proper identification of the seller pursuant to the requirements of this Title 4, Chapter 2.
- D. Tampered Serial Numbers: Licensees may not receive or accept any item of property that possesses an altered or obliterated serial number or “operation identification” number or any item of property that has had its serial number removed.

E. Firearms: Licensees may not receive or accept firearms, including antique firearms, without a valid federal firearm dealer license.

F. Requirements of Pledgors:

1. No person may pawn, pledge, sell, consign, leave or deposit any article of property with a licensee unless the person is the owner of the property and the property is free from any security interests.
2. No person seeking to pawn, pledge, sell, consign, leave, or deposit any article of property with any licensee shall give false information to the licensee.

G. Requirements of licensees: A pawnbroker or precious metal dealer or an agent or employee of a pawnbroker or precious metal dealer must not:

1. Make a false entry in the records of pawn or precious metal transactions;
2. Falsify, obliterate, destroy, or remove from the place of business the records, books, or accounts relating to the licensee's pawn transactions or transactions involving precious metals;
3. Refuse to allow the appropriate law enforcement agency, the attorney general, or any other duly authorized state or federal law enforcement officers to inspect the pawn or precious metal records or pawn or precious metal goods in the person's possession during the ordinary hours of business or other times acceptable to both parties;
4. Fail to comply with any of the requirements of this Title 4, Chapter 2, or other relevant city code provisions or State Statutes related to pawnbrokers and precious metal dealers.
5. Sell or lease, or agree to sell or lease, pledged or purchased goods back to the pledgor or seller in the same, or a related, transaction.

#### **4-2-20: VIOLATION; PENALTIES:**

Any person violating any provision of this Title 4, Chapter 2, shall be guilty of a misdemeanor and, upon conviction thereof, shall be punishable as provided in section 1-4-1 of this code, together with the cost of prosecution.

#### **4-2-21: ADOPTION OF STATUTES BY REFERENCE:**

Minnesota Statutes, Sections 325J, et seq., regarding pawnbrokers and Minnesota Statutes, Sections 325F.73, et seq., regarding precious metal dealers, are hereby adopted by reference.

Wherever this Title 4, Chapter 2 is more restrictive than said statutes, this chapter will control. Wherever said statutes are more restrictive than this chapter, said statutes shall control.

**Section Two. Amendment.** Title 1, Chapter 10, Section 2, of the Inver Grove Heights City Code is hereby amended to read as follows:

**1-10-2: CRIMINAL HISTORY FOR LICENSE BACKGROUND INVESTIGATIONS:**

- A. Purpose: The purpose and intent of this section is to establish regulations that will allow law enforcement to access Minnesota's computerized criminal history information for the specific noncriminal purpose of licensing background investigations for the licenses described in subsection B of this section.
- B. Background Investigation Required: The city's police department is hereby required, as the exclusive entity within the city, to conduct a criminal history background investigation on the applicants for the following licenses or permits within the city:
  - 1. Alcoholic beverages.
  - 2. Massage therapy/sauna/escort service - individual license.
  - 3. Massage therapy/sauna/escort service - business license.
  - 4. Pawnbrokers/~~secondhand goods dealers~~ precious metal dealers.
  - 5. Peddlers.
  - 6. Solicitors.
  - 7. Canada goose hunt permits.
  - 8. Motor vehicle sales.
  - 9. Rubbish haulers.
  - 10. Adult use businesses.
  - 11. Automobile service stations.
  - 12. Tattoo and body piercing establishments.
  - 13. Charitable gambling premises permits.
- C. BCA Data: In conducting the criminal history background investigation in order to screen license applicants, the police department is authorized to access data maintained in the

Minnesota bureau of criminal apprehension computerized criminal history information system (BCA data) in accordance with BCA policy. Any BCA data that is accessed and acquired shall be maintained at the police department under the care and custody of the police chief or the police chief's designee. A summary of the results of the BCA data may be released by the police department to the council, city administrator, city attorney, city clerk or other city staff involved in the license approval process.

D. Written Authorization: Before the investigation is undertaken, the applicant must authorize the police department by written consent to undertake the investigation. The written consent must fully comply with the provisions of Minnesota statutes chapter 13 regarding the collection, maintenance and use of the information. Except for the positions set forth in Minnesota statutes section 364.09, the city will not reject an applicant for a license on the basis of the applicant's prior conviction unless the crime is directly related to the license sought and the conviction is for a felony, gross misdemeanor, or misdemeanor punishable by jail. If the city rejects the applicant's request on this basis, the city shall notify the applicant in writing of the following:

1. The grounds and reasons for the denial.
2. The complaint and grievance procedure set forth in Minnesota statutes section 364.06.
3. The earliest date the applicant may reapply for the license.
4. That all competent evidence of rehabilitation will be considered upon reapplication. (Ord. 1216, 7-26-2010)

**Section Three. Amendment.** Title 3, Chapter 2, Section 5, of the Inver Grove Heights City Code is hereby amended to read as follows:

**3-2-5: APPROVAL OR REFUSAL OF LICENSE:**

Where the approval of any city officer or state officer or the city council is required prior to the issuance of a license, the approval must be presented to the clerk before the license is issued. No license may be approved by any city officer or issued by the clerk if it appears that the conduct of the activity for which a license is sought will be contrary to the health, safety or welfare of the public or any regulation, law or ordinance applicable to such activity. The following licenses will not be approved if there are any outstanding debts or delinquencies on taxes or special assessments due to the city:

Automobile sales.

Automobile service stations.

Bowling alleys.

Contractors.

Dance halls.

Garbage collection.

Liquor sales.

Pawnbrokers and ~~secondhand goods dealers~~ precious metal dealers.

Saunas, massage parlors, escort services and employees.

Tattoo and body piercing establishments.

Therapeutic massage businesses. (1974 Code § 1005.09; amd. 2008 Code)

**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 13<sup>th</sup> day of February 2012.

**CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
George Tourville, Mayor

ATTEST:

By: \_\_\_\_\_  
Melissa Rheaume, Deputy City Clerk

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

CONSIDER ATTACHED RESOLUTION AND TABLE SETTING FORTH LICENSE FEES, ADMINISTRATIVE SERVICE FEES AND PERMIT FEES

Meeting Date: February 13, 2012  
Item Type: Consent  
Contact: Joe Lynch  
Prepared by:  
Reviewed by:

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

**PURPOSE/ACTION REQUESTED** Consider approval of the attached resolution and table setting forth license fees, administrative service fees and permit fees for 2012.

**SUMMARY** Each year Staff submits to Council recommendations on various license fees, administrative service fees and permit fees after internal review and review with what other Metro area cities are charging for the same things.

If the Council confirms the third reading of the Pawnbroker and Precious Metal Dealers License ordinance, Staff asks that the Council amend the attached fees table to include a per transaction charge for APS. The regulations require that at the close of each business day the Police Department submits a transaction record to the Minneapolis Police Department. They charge the City \$0.60 per transaction. We are responsible for not only submitting the transaction records, but in recordkeeping, and invoicing and mailing the Pawnbroker or Precious Metal Dealer.

Staff recommends that the Council set the per transaction fee at \$1.60. We've surveyed other cities that have an APS transaction fee and have found that \$1.60 per transaction sits in the middle, with the high point at \$3.00, and several at the low end with \$1.50 per transaction.

Attached is a resolution setting license, administrative and permit fees for 2012.

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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION ESTABLISHING 2012 LICENSE, ADMINISTRATIVE SERVICES AND PERMIT  
FEES**

WHEREAS, the Inver Grove Heights City Council recognizes the need to review the fees charged by the City for licenses, administrative services and permits on an annual basis, and

WHEREAS, any changes to these fees 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 Fee Schedule. Said schedule shall be effective January 1, 2012.

Adopted by the City Council of Inver Grove Heights this 13<sup>th</sup> day of February, 2012.

Ayes:

Nays:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Rheaume, Deputy City Clerk

Type of License	Section of City Code Requiring License	License Expires	Fee (annual unless otherwise noted)
Garbage Collection	8-6-2	31-Dec	\$150.00 plus \$3.00 per truck
Dogs	5-4-2-1	April 30 two year lic	\$20 male/female \$12 spay/neuter
Non-Commercial Kennels	5-4-2-10	February 28 two year lic	\$100.00
Commercial Kennels		February 28 two year lic	\$500.00
Duplicate Dog ID Tag			\$1.00
Dog License Transfer Fee (to transfer ownership or from another City)			
Automobile Sales	4-5A-5	1 yr after date of issuance	1/2 cost of new license \$300 Class A \$100 Class B
Service Station	4-5B-4	31-Dec	\$60 first pump \$8 each add pump
Junk Yard	4 - 5C - 4	10-Jan	\$1,000
Contractor	4-6-2	31-Dec	\$50.00
Dance Halls	4-4-4	1-Jun	\$150 Public Hall \$75 Cabaret
Bowling Alleys	4-3-5	1 yr after date of issuance	\$50.00
Trade or Business	4-6-2	31-Dec	\$50.00
Pawnbroker	4-2-5	31-Dec	\$8,000
Secondhand Goods Dealer	4-2-5	31-Dec	\$500.00
Multiple Sales Secondhand Goods	4-2-5	31-Dec	\$1,000.00
Saunas, Massage Parlors, Escort Services and Employees	4-8-5	31-Dec	Business License \$1,050 Personal Service \$400 Investigation \$250

Type of License	Section of City Code Requiring License	License Expires	Fee (annual unless otherwise noted)
Message Therapist	4 - 8A - 4	31-Dec	\$500 Initial Investigation of therapeutic massage business; includes investigation for one (1) massage therapist. \$100 annual license fee of therapeutic massage license business; includes annual license fee for one massage therapist. \$175 initial investigation of massage therapist. \$50 annual license fee for massage therapist
Peddler's License		31-Dec	\$50.00
Liquor:			
3.2 Beer	4 - 1C - 6	31-Dec	
On-Sale			\$350.00
Off-Sale	4 - 1A - 10	31-Dec	\$100.00
Temporary On Sale	4 - 1A - 17	Period not to exceed 7 days	\$25.00
Liquor:			
On-Sale	4 - 1A - 10	31-Dec	
Gross Annual Liquor Sales		Annual License Fee	
\$0 - \$250,000			\$3,500
\$250,001 - \$500,000			\$4,500
\$500,001 - \$1,000,000			\$7,000
\$1,000,001 and above			\$10,000
Temporary On Sale			\$30
Off-Sale	4 - 1A - 10	31-Dec	\$200 pro-rated qtrly
On-Sale Wine	4 - 1A - 10	31-Dec	\$650 pro-rated qtrly

Special Club	4 - 1A - 10	31-Dec	\$225 pro-rated qtrly
Sunday On-Sale	4 - 1A - 10	31-Dec	\$200 pro-rated qtrly
Bottle Club	4 - 1A - 10	30-Jun	\$300 pro-rated qtrly

Payment for these on-sale licenses may be paid semi-annually. No holder of a license may engage in the activity conveyed by such license without having made payment to the City in advance of the period covered. Any license holder who engages in the activity permitted by the license and who has not paid a semi-annual fee shall be closed by the Police Department, subject to violation of 4-1A-19 of the City Code and Revocation or Suspension of License pursuant to 4-1A-19 of the City Code.

Type of License	Section of City Code Requiring License	License Expires	Fee (annual unless otherwise noted)
Investigations, New	4-1-9		
Single natural person			\$250.00
Partnership			\$400.00
Corporation			\$500.00
Club			\$325.00
Change of Ownership			\$250.00
Clearance Letter for Records Check			\$15.00
Pawnbroker			\$150.00
Secondhand Goods Dealer			\$150.00
Multiple Sales Secondhand Goods			\$150.00
Peddler			\$20.00
Investigations, Police - Renewal			\$50.00

Sales/Fees (all taxable)	Fee
Copies (per page)	\$.25 per page
State Accident Report	\$.25 per page
Background for DCSS foster care/day care	\$5.00
<b>APS Transaction fee</b>	<b>\$1.60</b>
Photos	\$1.00 each \$5.00 min
CD Rom	\$20.00
DVD CD	\$20.00
All other police reports/data (no cost for victim of domestic assault)	\$.25 per page fees for data requests other than photocopy requests of 100 or more pages will be based on the actual cost of retrieving the data
Hunting Permit Fee	\$20.00
Peddler's Photo ID Badge	\$10.00
Comprehensive Annual Financial Report	\$25.00
Proposed Budget	\$25.00
Annual Budget	\$25.00
Capital Improvement Plan	\$25.00
Code Book	\$200.00
Comprehensive Guide Plan	\$100.00
Comprehensive Plan Technical Appendices	\$16.00
Water Resources Management Plan	\$290.00
Construction Plan Sheet (22" x 34")	\$3.00
Microfilm Report	\$1.00
Zoning and Related Land Use Regulations Manual	\$25.00
Subdivision Regulations Manual	\$6.00
Standard Printed Maps	
Fees for maps are based on size. Custom map sizes are available upon request	
Letter (8.5" x 11")	\$5.00
Tabloid (11" x 17")	\$10.00
C-size (18" x 24")	\$15.00
D-size (24" x 36")	\$20.00

E - size (36" x 48")	\$25.00
<b>Sales/Fees (all taxable)</b>	<b>Fee</b>
Custom Map Production Using Existing Data	is subject to an hourly fee of \$50.00 (one-half hour minimum) in addition to the size-based map fee
Custom Map Production with Data Development	is subject to an hourly fee of \$100.00 (one-half hour minimum) in addition to the size-based map fee
Electronic Data	cost provided per request
Vector: shapefile or CAD	
Raster: IMG, TF, SID	
Graphic Files: JPG, PDF, TIFF, AVI	
GIS Data or Graphic Files	
Delivery on CD	\$10.00
Delivery by email	\$5.00
Additional Shipping/Handling Fees apply to map products by delivered by mail	
Mailed in Envelope (large maps folded):	
Letter or Tabloid	\$1.00
C or D size	\$2.00
E size	\$3.00
Mailed in Tube:	
Letter or Tabloid	\$2.00
C-size (18" x 24")	\$3.00
D-size (24" x 36")	\$4.00
E-size (36" x 48")	\$5.00
CD Mailed	\$2.00
Subdivision Code	\$5.00
Computer Readouts	\$4.00
Fire Marshal's Report	\$0.25 per page

MFIRS Report	\$ .25 per page
<b>Sales/Fees (all taxable)</b>	<b>Fee</b>
Photographs (negatives or digital)	\$1.00 each \$5.00 min
Cemetery Lots	\$120.00
City Council Minutes	\$80.00
City Council Agendas	\$50.00
Assessment Search	\$15.00
Finger Printing	\$20.00
Pound Redemption Fees	\$35.00
Potentially Dangerous/Dangerous Dog Registration	\$500.00
Animal Cage Rental	\$5.00
Police Officer and Squad Cart Off Duty Charge	\$66.00/hour
Returned Check/ACH/Credit/Debit Card Charge	\$30.00
Grove Membership Late Fee	\$25.00
Reissued Permits during calendar year for Police, Fire and Combination Police/Fire Alarm System:	
First issued permit	\$100.00
Second issued permit	\$200.00
Third issued permit	\$300.00
Sewage Tank Maintenance Permit (Commercial)	\$35.00
Wetland Conservation Act Certification	\$75.00
Wetland Replacement Plan	\$200 (escrow \$2,500)
Zoning Letter	\$50
Meter Testing:	
5/8" meter	\$75.00
3/4" meter	\$75.00
1" meter	\$75.00
1 1/2" meter	\$100.00
2" meter	\$100.00
Compound meter	\$350.00
Water Turn-Offs and Turn-Ons	\$25.00

Sales/Fees (all taxable)	Fee
<b>Land Alteration Permit (Plan Checking):</b>	
0 up to 30 Cubic Yards	No fee
30 up to 500 Cubic Yards	\$25 plus \$0.25 per Cubic Yard
500 up to 10,000 Cubic Yards	\$150 plus \$0.03 per Cubic Yard
10,000 up to 100,000 Cubic Yards	\$950 plus \$0.005 per Cubic Yard
100,000 Cubic Yards or more	\$1150 plus \$0.003 per Cubic Yard
<b>Sales/Fees (all taxable)</b>	
<b>Land Alteration Permit (Grading Inspection) :</b>	
0 up to 30 Cubic Yards	No fee
30 up to 500 Cubic Yards	\$25 plus \$0.25 per Cubic Yard

500 up to 10,000 Cubic Yards	\$150 plus \$0.02 per Cubic Yard
10,000 up to 100,000 Cubic Yards	\$550 plus \$0.005 per Cubic Yard
100,000 Cubic Yards or more	\$800 plus \$0.002 per Cubic Yard
All land alteration permits require a surety, based on the area disturbed, to guarantee final site restoration	
Annual Renewal	\$75.00
Plan Review Fee	65% of the building permit fee when determined by valuation
Decks	Based on valuation (i.e. \$147.53 for a \$3,000 deck
Roofing (new and existing homes)	\$100.00
Siding (new and existing homes)	\$100.00
Moving of Buildings	\$300.00
<b>Sales/Fees (all taxable)</b>	<b>Fee</b>
Building Demolition	
Accessory Structures	\$100.00
Single Family Homes	\$100.00

Commercial	Based on valuation (i.e. \$196.75 for a \$10,000 commercial)
Mobile Home Installation	Based on valuation (i.e. \$321.39 for a \$10,000 mobile home)
Retaining Walls	Based on valuation (i.e. \$166.25 for an \$8,000 pool)
Above Ground Swimming Pools	Based on valuation (i.e. \$785.14 for an \$30,000 wall)
In Ground Swimming Pools	Based on valuation plus plan review fee (i.e. \$596.76 for a \$20,000 pool)
Fences (around pools and property)	\$50.00
Inspections when no permit is issued	\$100.00
Inspections outside of normal business hours when approved by the Director	\$150.00/hour
Right-of-Way (Street Opening) Permit - surety may be required to ensure that the street is properly restored	\$75.00
Overweight Load Permit	\$50.00 per load
Driveway Permit	\$25.00
Plumbing Single-Family Residential	
Base Fee	\$80.00
Each Fixture	\$3.00
<b>Sales/Fees (all taxable)</b>	<b>Fee</b>
Plumbing Commercial and Multi-Family	\$80.00 base fee plus 2% of contracted work value in dollars
Plumbing Installation or Replacement of single fixture	\$80.00
Utilities	

1. On-Site Septic Systems (includes site review and \$40 County fee): Single-family - new and existing	\$499.50 flat fee + .50 state surcharge = \$500.00
Commercial Systems less than 4,999 Gallons Per Day	\$749.50 flat fee + .50 state surcharge = \$750.00
Commercial Systems more than 5,000 Gallons Per Day	\$1,499.50 flat fee + .50 state surcharge = \$1,550.00
2. Sewer and Water Connection Inspection (together or separately)	\$124.50
3. Commercial and Multi-Family Sewer and Water Connection Inspection (together or separately)	\$80.00 base fee plus 2% of contracted work value in dollars
Tank Replacement	\$249.00 flat fee
Mechanical	
1. Single-family residential: All new installations (includes gas piping)	\$100.00
Furnace replacement (includes gas piping)	\$80.00
Gas Fireplace or other single gas appliance	\$80.00
Central Cooling or Ductwork	\$80.00
2. Commercial and Multi-Family	\$80.00 base fee plus 2% of contracted work value in dollars
Gas Piping and Air Test Only	\$50.00
<b>Sales/Fees (all taxable)</b>	<b>Fee</b>
Signs and Billboards	
1. Permanent Business Signs regardless of size	\$40.00
2. Billboards up to 100 s.f. in area Billboards over 100 s.f.	\$200.00 \$300.00
3. Temporary Portable Signs	\$15.00
4. Monument Signs	based on valuation

Fire Prevention Permits	
1. Fire Permits	\$25 each to maximum of \$150 per occupancy
2. Burning Permits	
a. Recreational Bonfire	\$5.00
b. Permanent recreational fire ring	\$15.00
c. Disposal permit for trees, brush, grass and other vegetative matter for the development and maintenance of land and rights of way	\$0.50/cubic yard, \$100.00 minimum
d. Open burning permit as defined in Minnesota Rules related to open burning	\$25.00
3. Ventilation System Cleaning Permit	\$55.00
Hydrant, meter or valve damage deposit	\$1,000.00
Daily hydrant/meter rental fee	\$2.00

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

CONSIDER A POLICY TO ALLOW FOR PUBLIC DISPLAY OF ART ON THE WALLS AT CITY HALL

Meeting Date: February 13, 2012  
Item Type: Regular  
Contact: JTeppen, Asst City Admin  
Prepared by:  
Reviewed by:

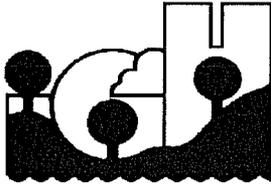
<b>Fiscal/FTE Impact:</b>	
<input checked="" type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input type="checkbox"/>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

**PURPOSE/ACTION REQUESTED** Consider a policy to allow for public display of art on the walls at City Hall.

**SUMMARY** Staff has drafted a policy to allow for local artists to display their work on the walls at City Hall.

The artists are responsible for hanging and dismantling their work, and assume all liability with the display.

The agreement is written so that the work turns over on a monthly basis, but if there are insufficient requests from artists, the period could be extended.



TO: Local Artists  
FROM: Jenelle Teppen, Assistant City Administrator  
SUBJECT: Public Art Display  
DATE: February 2, 2012

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The City of Inver Grove Heights will be sponsoring monthly art exhibitions in 2012 at City Hall and we would like to extend an invitation to you to participate in this display.

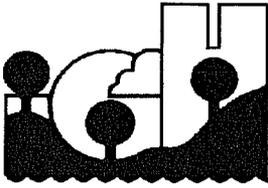
The City of Inver Grove Heights community standard will be “family-friendly” works. Once submission is approved an exhibition period will be confirmed with the artist. We anticipate the display space to accommodate 8-12 pieces depending upon the size.

The displaying artist is responsible for hanging and dismantling his/her own work. The display time is the first weekday of the month until the last weekday of the month. The artist must provide any needed assistance. The date and time of the display being hung and dismantled will be coordinated through the City's Assistant City Administrator.

If you are interested in displaying your artwork at City Hall, please complete the enclosed waiver and release form and return it to me. The spaces and months will be issued on a first come, first served basis.

If you have any questions, or need additional information, please feel free to contact me at 651.450.2512, or by email at [jteppen@invergroveheights.org](mailto:jteppen@invergroveheights.org).

Thank you for exhibiting your artwork in the City of Inver Grove Heights.



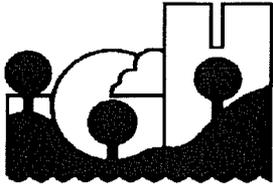
## Public Art Displays for the City of Inver Grove Heights

The City of Inver Grove Heights will sponsor monthly art exhibitions at Inver Grove Heights City Hall, 8150 Barbara Avenue.

- The City of Inver Grove Heights community standard will be “family-friendly” works. Once submission is approved an exhibition period will be confirmed with the artist.
- The displaying artist will designate a preferred month and exhibit location; although the City of Inver Grove Heights staff will make final decisions based upon availability. Artists will be placed into months and locations on a first come, first served basis.
- City Hall venue site can accommodate 8-12 pieces depending upon the size of the piece.
- The displaying artist is responsible for hanging and dismantling his/her own work. The date and time of the display being hung and dismantled will be coordinated through the City of Inver Grove Heights staff.

The artist may provide:

- An information tag for each art piece indicating the works title, artist name and media (if desired).
- An information sheet with a short biography/artist statement. Please display this near your display for viewers.
- List of exhibit pieces with artist contact information.
- The display will be in place at City Hall for one month including installation and take down. The display will be installed on the first business day of the month; and removed on the last business day of the month.



## Public Art Displays for City of Inver Grove Heights Artist Agreement and Waiver Form

Artist Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Preferred exhibit month: \_\_\_\_\_ # of pieces: \_\_\_\_\_

Exhibit coordinator will contact you to confirm your assigned month and to schedule your exhibit installation and take down.

### Display Contract

The above named artist agrees that his/her artwork, to be displayed at the City of Inver Grove Heights City Hall on the dates indicated, is at the risk of the artist. The artist waives any and all claim against the City of Inver Grove Heights, their agents, or assigns, for any loss or damage to the artwork in connection with the hanging, exhibition, and removal of the above referenced display.

The artist shall indemnify the City of Inver Grove Heights, their agents, or assigns, any and all liability resulting from the negligence of the artist, his/her agents, or employees, and shall reimburse the City of Inver Grove Heights for any loss or expense incurred by the association by reason of such negligence.

Dated: \_\_\_\_\_  
Signature of Artist

**THIS AGREEMENT MUST BE SIGNED AND RETURNED PRIOR TO THE START OF THE DISPLAY  
TO:**

Jenelle Teppen, Assistant City Administrator, 8150 Barbara Ave. Inver Grove Heights,  
MN 55077

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Meeting Date: February 13, 2012  
 Item Type: Administration  
 Contact:  
 Prepared by: Joe Lynch, City Administrator  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED**

Appoint Kristi Smith as the Finance Director for the City of Inver Grove Heights.

**SUMMARY**

The former Finance Director retired as of November 30, 2011 and the former Assistant Finance Director retired as of October 31, 2011 leaving two large voids in our city staff and the finance Department. We advertised for the Finance Director position and received approximately 25 applications. We narrowed the initial list down to 11 candidates that were brought in for a 30 minute meeting with the City Administrator and Assistant City Administrator. From that group, the list was narrowed to four (4) who were brought in to interview with four groups consisting of all of the finance staff, all Department Heads and supervisor who have daily interaction with the Finance Director position. After a day long process, the groups recommended two candidates they felt I should have further conversation with about the position. Two candidates were brought back for another interview with the City Administrator and Assistant City Administrator. After completion of those interviews I felt that we needed to look at one of the other candidates based on feedback from the groups in the earlier interview session. After meeting with that candidate, Kristi Smith, I decided to make her a contingent job offer. At this time Ms. Smith has passed a criminal background check, done a drug test and had a physical.

Ms. Smith is currently the Finance Director in the City of Isanti, Minnesota. She has served in that capacity for the last three years. She has a degree in accounting and is a C.P.A. She is also a Certified Fraud Examiner. Ms. Smith will start at the entry level of the Finance Director salary scale at \$91,900. Upon successful completion of satisfactory performance, she could expect to see that increase to \$ 98,700 at six (6) months. Those figures are based on the 2011 pay scale. Should the council adjust the scale for 2012, those numbers would be slightly higher. The training period for this, and all Department Head positions, is one year.

**RECOMMENDATION**

I recommend that the City Council appoint Kristi Smith as the Finance Director for the City of Inver Grove Heights. Her start date will be March 26<sup>th</sup>, 2012.