



INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, JUNE 25, 2012
8150 BARBARA AVENUE
7:00 P.M.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PRESENTATIONS**
 - A. Citizen Advisory Commission Recognition
 - B. Minnesota Recreation and Park Association Award of Excellence for Programming & Events – Random Acts of Fitness
 - C. Minnesota Recreation and Park Association Award of Excellence for Park & Facility – Rock Island Swing Bridge Recreational Pier
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. i) Minutes – June 11, 2012 Council Work Session _____
ii) Minutes – June 11, 2012 Regular Council Meeting _____
 - B. Resolution Approving Disbursements for Period Ending June 20, 2012 _____
 - C. Pay Voucher No. 1 for City Project No. 2011–21, 66th St. Parking Lot and Related Trails _____
 - D. Change Order No. 1 and Pay Voucher No. 1 for City Project No. 2011–08 – 66th Street from Concord Boulevard to the Swing Bridge Pier _____
 - E. Pay Voucher No. 1 for City Project No. 2012–09D, Urban Street Reconstruction, 65th Street Neighborhood and Cahill Court _____
 - F. Pay Voucher No. 1 for City Project No. 2010–41, T.H. 3 Turn Lanes at Autumn Way _____
 - G. Pay Voucher No. 2 for 2011 Storm Water Facility Maintenance Program, City Project No. 2011–17 _____
 - H. Final Pay Voucher No. 2, Engineer’s Report of Acceptance and Resolution Accepting Work for City Project No. 2010–22, Ravine Pond Erosion Mitigation _____
 - I. Resolution Authorizing Approval of Consent Letter for Modification of Antenna Facilities _____
 - J. Resolution Ratifying the Submittal of a MPCA Environmental Assistance Grant Application for the Construction of City Project No. 2012–15 – Sediment Removal Project Storm Water Management Basin at 79th Street and Blanchard Way _____

- K. Resolution Receiving Bids, Awarding Contract and Approving Change Order No. 1 for the 2012 Pavement Management Program, City Project No. 2012-09A - Cracksealing _____
- L. Resolution Receiving Bids, Awarding Contract and Approving Change Order No. 1 for the 2012 Pavement Management Program, City Project No. 2012-09B - Sealcoating _____
- M. Resolution Approving Improvement Agreement and Related Documents for the Truck Service Operation Approved on June 11, 2012 for property located at 10982 Clark Road _____
- N. Approve Friends of the Mississippi River Proposal for a Natural Resource Management Plan _____
- O. Accept Donation to Inver Grove Heights Police Department _____
- P. Personnel Actions _____

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

6. **PUBLIC HEARINGS:**

- A. **CITY OF INVER GROVE HEIGHTS;** Continuation of the Assessment Hearing for City Project No. 2001-12 - Concord Boulevard Reconstruction Phase II _____

7. **REGULAR AGENDA:**

COMMUNITY DEVELOPMENT:

- A. **STEVE & COLENE WOOG;** Consider a Resolution relating to a Variance to allow an accessory structure 2,016 square feet in size whereas 1,600 square feet is the maximum size allowed for property located at 2927 - 96th Street East _____
- B. **INVER GROVE HEIGHTS 2001 LLC (CUB FOODS);** Consider a Resolution relating to an Amendment to the Cahill Plaza PUD to add a canopy and drive-through pharmacy lane on the north side of the Cub Foods building for property located at 7850 Cahill Avenue _____

8. **MAYOR AND COUNCIL COMMENTS:**

9. **EXECUTIVE SESSION**

- A. Discuss Pending Litigation

10. **ADJOURN**

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Minnesota Recreation and Park Association Award of Excellence – Programming & Events/Park & Facility

Meeting Date: June 25, 2012
 Item Type: Special Presentation
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Tracy Petersen

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

The Minnesota Recreation and Park Association will present the MRPA Award of Excellence Award to the City of Inver Grove Heights for the following:

- Programming & Events – Random Acts of Fitness
- Park & Facility – Rock Island Swing Bridge Recreational Pier

Jason Eisold from the City of Richfield is a member of the MRPA Awards Committee and will make the presentation(s) to the City Council.

SUMMARY

The Minnesota Recreation and Park Association was formed in 1937 to foster the growth and development of the parks and recreation profession throughout the state. Presently, there are nearly 900 professional, corporate, board/commission, student, and retiree members throughout the state. Members of the Association come from municipal, county, state, district, commercial and private agencies. The Minnesota Recreation and Park Association office is located in Fridley.

The MRPA Awards Committee was created in 1987 with the purpose of acknowledging individual members and agencies for their excellence in the field of Parks, Recreation and Leisure Services. Awards Committee members represent a cross section of Association members from the State of Minnesota. The Awards Committee feels it is important to increase awareness of and appreciation for the excellent parks, trails, facilities, recreation programs and services that are occurring in Minnesota. That is why the Awards of Excellence Program was created.

The Awards of Excellence Program is an annual program of the Minnesota Recreation and Park Association that was solely created to recognize agencies and their staff for an exemplary project that was either implemented in 2011 or received substantial revisions in 2011. Nominations received are reviewed, evaluated and scored by Awards Committee members.

The nomination forms for each award is attached.



MINNESOTA RECREATION AND PARK ASSOCIATION

2011 Awards of Excellence Nomination Form (Nominations must only be submitted in one category)

AGENCY/ORGANIZATION: City of Inver Grove Heights
AWARD CATEGORY: Programming and Events
PROJECT TITLE: Random Acts of Fitness
MRPA MEMBER NOMINATOR: Tracy Petersen
ADDRESS: 8055 Barbara Avenue, Inver Grove Heights, MN 55077
PHONE: 651.450.2588 EMAIL: tpetersen@invergroveheights.org

1. PROJECT DESCRIPTION

In 2011, the City of Inver Grove Heights Recreation Staff was seeking out a way to promote active living to residents that may not have the means to access our traditional fitness and recreation programs and facilities. The City created, developed and implemented the Random Acts of Fitness Program to address this issue. Imagine...the City of Inver Grove Heights Parks and Recreation van cruising the City streets and parks with bags full of "swag" and marketing materials (similar to the Publisher's Clearing House Prize Patrol) and rewarding residents for choosing healthy, active activities such as playing catch, riding a bike, walking, jogging, playing at the neighborhood playground, etc. The Random Acts of Fitness Program sends out our super-summer special agents to "bust" families, friends, and neighbors of all ages for their efforts to get outside and be healthy.

The stops include a photo and video of our "cardio criminals" holding our "BUSTED" sign (our creative and fun version of a mug shot). Their photos and videos are posted on our social media sites, parks and recreation brochure and at our community center to share. The goal is to show our community that there are rewards for living a healthy lifestyle, it can be done in your own backyard, trail or park and the City wants to recognize your positive choices. The program runs from May-October and residents receive gift bags filled with a Just G.O. (Get Outdoors) t-shirt, water bottle, key chain, program and business coupons and other fun marketing materials.

2. OUTLINE THE PLANNING PROCESS FOR THE PROJECT

In an effort to address and combat the obesity epidemic in our country, it is our responsibility to promote healthy living in the Inver Grove Heights community. In Inver Grove Heights, and more specifically in these difficult economic times, not all youth, families and/or adults have an opportunity to participate in our recreation programs or belong to our fitness center. The Random Acts of Fitness Program targets those individuals or groups who are making healthy lifestyle choices at home, in their neighborhood park or on our City streets/trails. Our plan was to create a program that does not require residents to drive anywhere, sign up for anything or pay for anything. Staff also wanted to support the idea of free and unstructured active play that often goes unrecognized as a way to maintain health and wellness. With a limited budget, the Recreation team was looking for a unique way in which to create one-on-one interactions with our residents and show them the value of Parks and Recreation in their everyday lives.

3. OUTLINE FUNDING PLAN FOR THE PROJECT INCLUDING: DONATIONS, GRANTS, OR PUBLIC-PRIVATE FUNDING SOURCES

The Random Acts of Fitness Program received a Minnesota Recreation and Park Foundation New Initiative Grant for \$1,500. In addition, the program received in-kind support from local businesses who donated gift certificates and coupons to place in the bag of "swag." The program also received \$500 in assistance from a Dakota County Local Bicycling Grant to help promote those using bicycles as a mode of transportation in the City.

4. EXPLAIN THE LEVEL OF COLLABORATION INVOLVED AND WITH WHOM

Random Acts of Fitness involved the collaboration with the City's full-time staff to create a unique and sustainable program to promote active living amongst our residents. The program utilized our summer seasonal staff to serve as our super-summer special agents. This was a positive and different way to develop teamwork within our summer recreation staff. Our local bike store as well as other local businesses helped support the program through in-kind donations and marketing efforts. We also worked in partnership with the Dakota County Simple Steps Walking Program to encourage walkers to be on the look-out for our Random Acts of Fitness stops. Finally, we collaborated with Dakota County Public Health and our local school district physical education departments to help promote how important unstructured activities like riding a bike, playing kickball or organizing an impromptu touch football game can be in our lives.

5. COMMUNITY SUPPORT: RESPONSE TO OR SUPPORT FOR THE PROJECT INCLUDING ATTENDANCE, CORRESPONDENCE, NEWSPAPER ARTICLES, PUBLICITY, PROCLAMATIONS OR OTHER EXAMPLES OF PUBLIC SUPPORT

The Random Acts of Fitness Program was a huge success on many levels. Our super-summer special agents "busted" over 100 residents during the summer that were caught staying active and healthy in their everyday lives. Our local newspapers did stories on the program. In addition, our program was highlighted in the NRPA Weekly News Brief that is sent out electronically every week to recreation professionals across the country. The program was featured in numerous Parks and Recreation Advisory Commission and City Council updates. Our local cable commission created a story on the program which can be seen at http://townsquaretv.granicus.com/MediaPlayer.php?view_id=2&clip_id=2896&meta_id=70110. Random Acts of Fitness was a recipient of a Minnesota Recreation and Park Foundation New Initiative Grant and was also featured at the 2011 MRPA State Conference as part of a panel showcase of grant winners. But most importantly, the program received instant feedback from the residents who were caught being active and healthy. Not only were participants thrilled to receive some cool items and participate in the program but they also shared their personal stories with Recreation Staff about how they stay moving in their daily lives.

6. DESCRIBE WHY THE PROJECT IS UNIQUE OR OTHERWISE DESERVING OF AN MRPA AWARD OF EXCELLENCE

The Random Acts of Fitness Program is deserving of an MRPA Award of Excellence because it is simple, it can be implemented with limited resources and it can address the goal of helping our residents stay active and healthy in their own environments. We often want and expect our users to come to our programs and facilities. This program changes that philosophy and gives the City of Inver Grove Heights a chance to engage with our community members in a fun and personable way by meeting them on their "turf." While residents are in their own element trying to live and be well, our program rewards and encourages them to stay active and make good lifestyle choices.

In Inver Grove Heights, residents still respond better to face-to-face encounters and grassroots efforts more so than technology. The Random Acts of Fitness Program is successful in getting

back in to the neighborhoods, parks and streets and showing the value of parks and recreation in the community. The program addresses a national obesity epidemic in a fun, creative and sustainable approach. Even with limited funding, a community can easily implement and modify the program to fit their community's needs and budget.

7. **INCLUDE A SAMPLE OF THE PUBLICATION, IF NOMINATING IN THE "PUBLICATIONS" CATEGORY**

Not Applicable

8. **OUTLINE THE EVALUATION OR REVIEW PROCESS UTILIZED THROUGHOUT THE PROJECT'S IMPLEMENTATION AND COMPLETION**

The Random Acts of Fitness Program allows our department to receive "real time" feedback from our participants. Staff received not only verbal comments about the program but participants also completed a short, three question survey while they were being "busted." After each monthly set of visits to various areas of the City, staff evaluated and determined where to go the next month. It is critical to be able to make connections with all different segments of our community's population. At the completion of the program, super-summer special agents completed an evaluation form providing us with their experiences out in the community. From our visits, we also evaluated areas where we missed in 2011 and would complete in 2012.

Hearing grandparents tell us how much they enjoy bringing their grandchildren to a particular park or having two walking friends tell us they just discovered one of our park trails is priceless feedback to hear first-hand. Finally staff evaluated the success of the program based on the number of participants we "busted" being active in the City and on the amount of varying types of activities we discovered people engaging in.

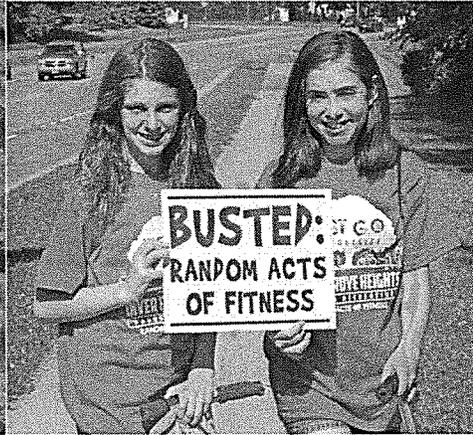
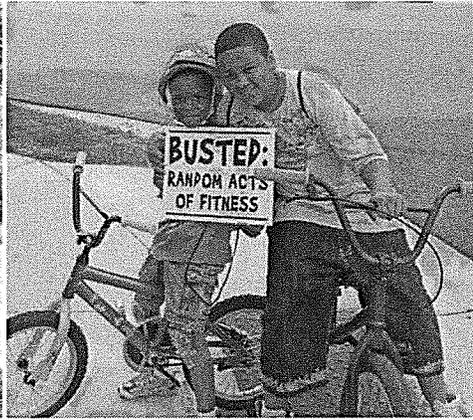
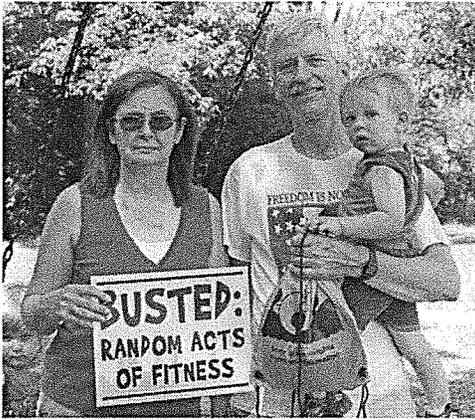
9. **INCLUDE YOUR DISTRIBUTION PLAN, IF NOMINATING IN "COMMUNICATIONS" CATEGORY**

Not Applicable

10. **DESCRIBE ANY TECHNOLOGY USED IF APPLICABLE**

The Random Acts of Fitness Program used a flip camera to video all of our "cardio criminals" being busted. We posted these mug shots on various City communication sites including our department's Facebook page and the City's website.

Here are a few examples of the “cardio criminals” we busted last summer!





InverGroveHeightsPatch

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Editor **David Henke**: 89 degrees in [#InverGroveHeights](#). I've taken shelter in the [#CaribouCoffee](#) on Concord Blvd. Stop by and say hi! [#Patch](#) — [I wasted 50 minutes ago](#)

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Government

Q&A: New Fitness Program Will 'Ambush' Active Community Members With Prizes

Recreation Superintendent Tracy Petersen spoke with Inver Grove Heights Patch about the city's new "Random Acts of Fitness" program.

By [David Henke](#) | [Email the author](#) | June 3, 2011

[View full size](#) What do you do to stay fit and healthy? [Tell us in the comments.](#)



Tell Your Neighbors About Patch

Editor's Note: This summer, the Inver Grove Heights Parks and Recreation Department will be rewarding residents engaged in a fitness-related activity through its new "Random Acts of Fitness" program. We caught up with Inver Grove Heights Recreation Superintendent Tracy Petersen to find out more about the program. Read more about the program [here](#).

Inver Grove Heights Patch: What do you hope to accomplish through Random Acts of Fitness?

Petersen: The goal of the program is to keep families and neighbors healthy throughout the summer, to get them outside being active, whether it's mowing the lawn, playing catch, walking along the trail, or walking the dog. It's trying to get people engaged in the community. This program is made possible by a grant from the [Minnesota Recreation and Park Foundation](#), so that's the basis for getting this.

Inver Grove Heights Patch: What inspired you to take this kind of approach to weight loss and fitness?

Petersen: I think it's catching people in their own element, in their neighborhoods and in our parks. It's going out and getting out into the community, rather than having them come to the community center or take a fitness class. It's rewarding people for already doing active, healthy things in their own environment.

Inver Grove Heights Patch: How do you select your 'targets' and how does the program function?

Petersen: In terms of selecting them, we'll just pick random parks or trails or neighborhoods and look for people who we think are being active. It's meant to be done in a fun way, along the concept of the Publisher's Clearing House sweepstakes idea. We see you doing something healthy and we want to reward you and thank you for being active.

Inver Grove Heights Patch: But no big checks, right?

Petersen: No big checks. [laughter] They'll get a t-shirt with a bag of swag. It'll have a waterbottle and a keychain and some other Parks and Rec-type cool stuff.

Inver Grove Heights Patch: Do people have to sign up for the program?

Petersen: No, it's totally on the Parks and Recreation Department's behalf. We're going to interview [winners], ask them a few survey questions, take their photo... We'll post that on our website and [Facebook page](#). As we get going, we may notify people when we may be in their neighborhood or in a park, just to let them know that we're going to be checking it out to see who's active this summer.

IGH busts people for getting fit

People get "busted" for a variety of reasons. But in Iver Grove Heights, this summer almost a hundred people got busted for moving their bodies.

This is the first year the city has offered a "Random Acts of Fitness" initiative; during the summer months, city employees searched for folks following a healthy lifestyle by playing on a playground, riding their bikes, walking their dogs, even gardening and mowing their lawns.

These "cardio criminals" were videotaped for the city's Web site and received a "bag of swag" which included a fitness bag, temporary fat-

to, water bottle, carabiner, a beach ball and a t-shirt that read, "Just Get Outdoors!" The prizes were purchased using 'new initiative program' grant money from the Minnesota Recreation and Park Association.

According to Recreation Superintendent Tracy Petersen, the program has been well received in the community. "We're trying to get people to be healthy, but there's some that can't either afford or have time to join a fitness facility," she said. "So we're taking the fitness to the streets, hoods, their homes, and in the parks."

Prizes have been awarded to a variety of criminals, including a couple walking their dog and a group of kids playing a pick-up game of football. The program runs through the end of October, so it's not too late to get "busted." A list of fun weather activities include: raking leaves, jumping in leaf piles, canoeing, horseback riding, going on "photo safaris" by grabbing a camera and walking through a nature preserve, walking through graveyards, hiking and taking a fitness class through community education.

-Heather Edwards

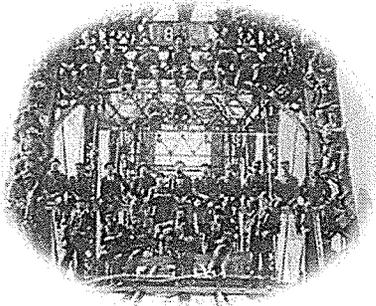
Minnesota Recreation and Park Association 2011 Awards of Excellence Nomination

Agency /Organization: City of Inver Grove Heights
Award Category: Park & Facility
Project Title: Rock Island Swing Bridge Recreational Pier
MRPA Member Nominator: Eric Carlson
Address: 8055 Barbara Ave. Inver Grove Heights, MN 55077
Phone 651.450.2587 **Email:** ecarlson@invergroveheights.org

1. Project Description

Built in 1894, the Rock Island Swing Bridge was designed for the South St. Paul Beltline Railroad as a double-deck structure carrying railroad traffic on the upper level and vehicle traffic on the lower as it crossed the Mississippi River. From west to east, the 1,661 foot long structure consisted of numerous short steel and timber trestle spans, five 140 foot long steel overhead trusses, a 442 foot long high steel swing span on a massive stone pier, and eleven spans of a two-girder and floor beam system with varying lengths of 30 to 40 feet.

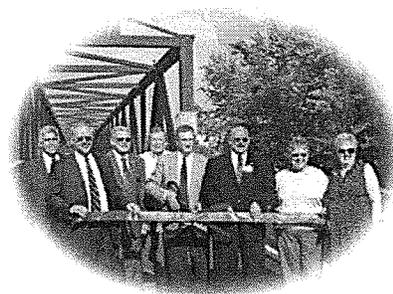
The Rock Island Railroad closed the bridge in 1982 and, renamed as the "J.A.R Bridge", it began operation as a privately owned toll facility. In August 1999, the Minnesota Department of Transportation closed the bridge due to its deteriorating condition.



The United States Coast Guard deemed the abandon bridge an obstruction to navigation, and in April of 2001, issued a removal order for the entire bridge. The bridge had fallen into tax forfeiture in August of 2003, resulting in the State of Minnesota inheriting ownership and the Counties of Dakota and Washington assuming responsibility for the overall bridge liability and maintenance. In the fall of 2008 an east portion of the

bridge collapsed prompting Washington and Dakota Counties to begin demolishing the structure. Driven by the local interest to save a portion of the bridge, in March 2009, Governor Tim Pawlenty signed a moratorium on any further demolition of the structure which saved two spans that were in better condition and several stone piers.

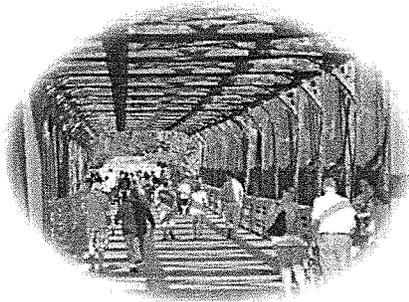
Without an owner, the bridge seemed as though it would lose its battle and be completely demolished. In April 2009, the City of Inver Grove Heights successfully received a \$1,300,000 federal grant to help pay for the reuse of the bridge along with \$150,000 from Dakota County, and \$100,000 from the Minnesota Historical Society to turn it into a recreational pier. The Preservation Alliance of Minnesota placed the bridge on their 2009 list of *10 Most*



Endangered Historic Places. With the City on board and important funding partnerships in place, the bridge finally had an advocate and someone that would help turn it into a 670 foot pier that would provide a destination point along the Mississippi River Regional Trail operated by Dakota County between St. Paul and Hastings.

The City worked feverishly between May 26th and November 13th with it's engineer, Short Elliott Hendrickson Inc., to wade through all of the necessary red tape, permits, and approvals. With approvals in place, contracts were let and Lametti & Sons Inc. was hired to rehabilitate the bridge to a useable pedestrian pier that would offer spectacular views of the Mississippi River.

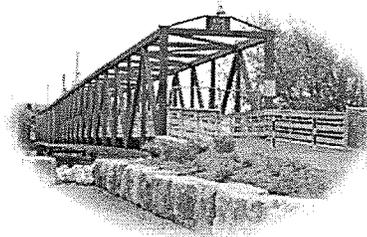
On November 4, 2010 as the project neared completion, an accidental fire destroyed two decks of the original structure which proved to be only another minor setback in the life of this historic bridge. The damage to the structure was repaired and the new bridge opened to the public on June 8, 2011.



The City of Inver Grove Heights developed this \$2,300,000 project to provide visitors with an opportunity to access the Mississippi River. The City anticipates that this bridge will draw visitors to the area and help with the City's efforts to revitalize the Concord Blvd neighborhood.

The City and Dakota County have made significant investments in the public infrastructure through the County's efforts to reconstruct Concord Blvd and the City's efforts to turn tax forfeited contaminated property into safe public park space in developing Heritage Village Park.

The area is connected to the Great River Road and the Mississippi River Regional Trail within the National Park Service's Mississippi National River Recreation Area. Visitors will have the opportunity to enjoy, shop, and explore the existing and future businesses. It is expected that through the City's effort to redevelop the area, continued private investment will take place over the course of the next several years adding tax base and jobs within the community.



The bridge is located at mile 830.3 on the Mississippi River and its address is 4465 – 66th St. Inver Grove Heights, Minnesota. For more information check out the City's website at www.invergroveheights.org .

Original Year Built	1894
Year Renovated	2010/2011
Address	4465 – 66 th St. Inver Grove Heights, MN 55077
River Location	Mississippi River Mile 830.3
Owner	City of Inver Grove Heights
Engineer	Short Elliott Hendrickson Inc.
General Contractor	Lametti & Sons
Overall Length	670'
Span 1	250'
Span 2	140'
Span 3	140'
Span 4	140'
Width of existing spans	18'
Width of new spans	12'

2. Outline the Planning process for the project.

1890	Bridge Authorized by Congress
May 16, 1895	Bridge Opens for Rail Traffic (designed by Charles F. Loweth)(constructed by Pittsburgh Bridge Company)
1982	Bridge Closes to Rail Traffic (Rock Island Railroad bankrupt) JAR Company opens bridge as toll facility
1999	MN DOT orders bridge closed to vehicular traffic
February 1999	Dakota County adopts Master Plan for the Mississippi River Regional Trail – 27 mile trail from S. St. Paul to Hastings. Rock Island Swing Bridge identified as a potential point of interest.
December 2001	Coast Guard Orders Bridge Removed
September 2004	City adopts Master Plan for Heritage Village Park which includes turning the Rock Island Swing Bridge into a Recreation Pier
February 2007	Washington & Dakota County begin Removal & Re-Use Analysis
August 2008	Coast Guard Rescinds Order to remove Bridge
November 2008	Washington County side of bridge collapses
January 2009	Washington\Dakota County hire Veit to demolish the bridge
April 2, 2009	City applies for TE ARRA Grant
April 27, 2009	Inver Grove Heights City Council considers ownership of project (with conditions)(Prior to this date....no public agency has expressed wiliness to take on ownership role of structure)
April 30, 2009	City notified they will be awarded \$1,300,000 TE ARRA grant
May 16, 2009	Governor Pawlenty signs 2-year moratorium on demolition of structure
May 16, 2009	State of MN grants \$100,000 for structure to the City of Inver Grove Heights – to be administered by Minnesota Historical Society (MHS)
May 26, 2009	City hires SEH Inc. to assist in process to secure federal grant

June 10, 2009	Meeting with Dennis Gimmetstad, State Historic Preservation Office (SHPO). SHPO, Federal Advisory Council on Historic Preservation, and Historic Bridge Foundation determine that there is no need to worry about “anticipatory demolition” and the project can move forward without further in-depth Federal 106 review. Kirsten Zschomler will be sending a letter that will in essence finalize the 106 review without requiring any further action.
June 22, 2009	Meeting with Molly Shodeen from MN DNR regarding the project. Ms. Shodeen confirms that since the project plans to reuse spans 3 & 4 it should be easier to “justify” the proposed length of the recreational pier. If the project proposes to replace all of the spans, the length of the structure will need to be shortened significantly.
July 8, 2009	The Park and Recreation Commission give guidance regarding the following issues: <ul style="list-style-type: none"> • Painting vs not Painting the structure • Decking options of the spans • Lighting options of the structure • Railing options for the structure • Bridge style options for the replacement spans 1 & 2 The Park and Recreation Commission supports all items and recommends approval to the City Council.
July 13, 2009	City Council reviews the project and gives guidance regarding the following issues: <ul style="list-style-type: none"> • Painting vs not Painting the structure • Decking options of the spans • Lighting options of the structure • Railing options for the structure • Bridge style options for the replacement spans 1 & 2 City Council approves of the preliminary plans and specifications developed by SEH Inc. The Council authorizes the submittal of necessary permits and the PM.
Week of July 13, 2009	City submits several federal and state permits which require review. City submits Project Memorandum.
Week of July 20, 2009	National Park Service scheduled to perform mussel survey of piers 2 – 5 which will be used to support the structure. Some of the piers will need under water work which requires the mussel survey.
July 21, 2009	City Attorney sends letter to Commissioners of Revenue, DNR, DOT, and Attorney General seeking assistance on what State agency will have the authority to transfer ownership of the bridge to the City.
July 24, 2009	Phone call with Roger Wiebusch from the USCG with regards to the project. Mr. Wiebusch expresses concern about not being able to approve the project until the unused portions of the bridge are removed. Mr. Wiebusch states that he can support to the project once a plan is developed to remove the piers

July 28, 2009	Letter from MN DOT to SHPO asking for concurrence that the Rock Island Swing Bridge should have a “no historic properties affect” finding. The SHPO has 30-days to respond.
Week of August 3, 2009	Mayor, Rep Atkins, Sen Metzen working with State of MN to determine which agency will be responsible for the removal of the sections of the bridge that will not be used by the proposed project.
August 5, 2009	City receives copy of DOR letter stating that Dakota County is the agency that will transfer ownership of bridge\piers to the City through Tax Forfeiture process
August 12, 2009	City receives copy of letter dated August 10, 2009 from MN Historical Society addressed to MN DOT Cultural Resources Unit stating they concur with the fact that portions of Bridge 5600 do not meet National Register criteria and no historic properties listed on or eligible for listing on the National Register will be affected by the project. The Federal 106 process is now complete
August 12, 2009	City receives letter from Ms. Molly Shodeen of the MN DNR...letter states the DNR will cease processing the DNR Waters Permit application based on MN Rules that only the owner of the bridge can apply for a permit
August 14, 2009	City sends a response to Ms Shodeen asking for continued cooperation and review of the permit pending acceptable verification of bridge ownership by the City. DNR given until August 21, 2009 to reply in writing.
August 17, 2009	Ms Shodeen from MN DNR responds that the DNR will continue to process permit application and encourage other agencies to do so as well. As long as the ownership piece can be taken care of, there shouldn't be any issues from the DNR's perspective.
August 17, 2009	City received letter from Roger Wiebusch, USCG, stating we need to resolve ownership and removal of pier issues per our phone conversation on July 24, 2009. Letter states USCG is supportive of project once those issues are resolved.
September 1, 2009	Planning Commission recommends ownership of tax forfeited parcels for the project.
September 11, 2009	County responds to City's request for funding assistance. Letter from County Administrator Brandt Richardson doesn't commit to any specific funding assistance but does leave the door open to further opportunities\discussion
September 14, 2009	City Council to consider request to have tax forfeited parcels transferred into City ownership...one of the parcels includes the structures of the bridge on the Dakota County side

September 15, 2009	Meeting with Senator Metzen, Representative Atkins, and agencies on status of project and discussion on how to deal with the portions of the bridge not needed for the project and the demolition moratorium. MN DOT's representative, Rick Kjonaas, will be reviewing the possibility of using Emergency Disaster Bridge Funds to complete the removal of the un-needed piers. Rep Atkins & Sen Metzen vow to have moratorium lifted during the early hours of the session opening in February 2010
September 18, 2009	Mayor Tourville and Senator Metzen meet with MN DOT Commissioner Sorel to discuss State Funding of removal of un-needed bridge structures...Commissioner Sorel verbally commits to having the DOT pay for all removal related expenses...letter to be sent to USCG
September 28, 2009	Project Memorandum (PM) re-submitted to MN DOT State Aid. Updated document addresses comments from earlier submittal. Updated PM includes plans & specs on demolition of structures not needed for the project.
September 28, 2009	City Council is updated on the project status
September 28, 2009	City Council directs Planning Commission to hold a public hearing for a Comprehensive Plan Amendment and Rezoning relating to the acquisition of property adjacent to the Rock Island Swing Bridge. The Council authorizes the mussel survey of the structures that need to be removed. The Council authorizes additional engineering services related to the removal of structures that not needed for the project.
September 29, 2009	Final plans and specifications submitted to MN DOT for review
October 5 & 6, 2009	Malacological Consultants performs a FHWA required mussel survey of piers 6, 7, and 8 including the guard rail. These structures are required to be removed by the USCG.
October 5, 2009	Commissioner Sorel sends letter to USCG indicating a commitment from MN DOT to fund the removal of piers 6, 7, & 8 not needed for the re-use project
October 7, 2009	MN DNR supports the acquisition of the two tax forfeited parcels by the City of Inver Grove Heights for the authorize public purpose of parks and recreation facilities
October 13, 2009	Meeting with Senator Metzen, Representative Atkins, check in with everyone around the table to bring up any issues that may not already be addressed. No new issues arise.
October 20, 2009	Planning Commission holds a public hearing for a Comprehensive Plan Amendment and Rezoning relating to the acquisition of property adjacent to the Rock Island Swing Bridge.
October 26, 2009	City Council approves Comprehensive Plan Amendment and Rezoning relating to the acquisition of property adjacent to the Rock Island Swing Bridge

October 27, 2009	Department of Revenue issues deed to the City of Inver Grove Heights for the tax forfeited properties
November 2, 2009	Meet with Washington County and MN DOT State Aid to discuss Cooperative Agreement for the demolition of piers 6, 7, and 8.
November 13, 2009	City meets deadline for signed approval on information for grant: <ul style="list-style-type: none"> • Environmental Documentation • Right-of-Way Certificate • Plans & Specifications • Engineers Estimate • Permits
November 19, 2010	Transportation Advisory Board meets to consider a swap in funding for the project. MN DOT concerned with demolition moratorium. TAB recommends funding swap.
December 10, 2009	TAB Program Committee Meeting to consider funding swap. TAB recommends funding swap.
December 14, 2009	City Council approves plans and specifications and advertisement of bids
December 14, 2009	City Council approves Cooperative agreement with Washington County to fund the demolition of piers 6, 7, & 8
December 15, 2009	Dakota County Board of Commissioners approves \$150,000 contribution towards project
December 15, 2009	TAB approves funding swap
December 2009	FHWA gives project "Federal Authorization"
January 2010	Bid Opening – Inver Grove Heights City Hall
February 2010	State of Minnesota Legislature lifts demolition moratorium
March 22, 2010	City Council awards project to Lametti & Sons
April 2010	Construction begins
November 4, 2010	Fire destroys decks of two existing spans
January – March 2011	Lametti repairs damage caused by fire
May 2011	Project complete
June 8, 2011	City Council holds ribbon cutting ceremony and opens structure to the public

3. Outline funding plan for the project including: donations, grants, or public – private funding sources.

Project Funding	Federal Grant \$1,300,000 MN Historical Society Grant \$100,000 Dakota County \$150,000 County State Aid Disaster Fund \$443,000 City of Inver Grove Heights \$307,000
Project Cost	Total cost \$2,300,000 Construction \$1,857,000 Demolition \$443,000

4. Explain the level of collaboration involved and with whom.

There were numerous Federal, State, County, and local permits, approvals, reviews, and agreements that had to be coordinated to help make the project a success. The following is a list of agencies that were involved in making the project successful and provided feedback/approval:

- State of Minnesota
- MN Department of Revenue
- National Park Service
- Metropolitan Council
- Washington County
- Dakota County
- US Army Corp of Engineers
- Friends of the Mississippi River
- MN Attorney General's Office
- MN Historical Society
- MN Department of Natural Resources
- United States Coast Guard
- MN Pollution Control Agency
- State Historic Preservation Office
- MN Department of Transportation

5. Community Support: response to or support for the project including attendance, correspondence, newspaper articles, publicity, proclamations or other examples of public support.

City leaders were interested in turning the Rock Island Swing Bridge into a park amenity for many years but really didn't know what kind of support the public had for the bridge especially given the weak economic climate that existed in 2007/08. The National Park Service sponsored an impromptu tour of the bridge on a Saturday in October 2008. With only the morning Star & Tribune and Pioneer Press providing public notice of the tour approximately 1,000 people came to the bridge from across the Twin Cities. This proved to be a major boost for the local politicians. There have been numerous stories in the Star & Tribune and Pioneer Press on the bridge through all stages of planning, construction, and post construction. The local TV news media covered the November 2010 fire on the bridge during the evening news cast. The City has received countless calls and emails supporting the project and expressing gratitude for constructing the project.

6. Describe why the project is unique or otherwise deserving of an MRPA Award of Excellence.

The project is unique in that nowhere else on the Mississippi River can you walk out onto a 670' former two level railroad/vehicular bridge that have been converted into a recreational pier. Coupled with this fact is that the amount of interagency cooperation from the Federal, State, County, and local level was simply amazing to participate in. There were not too many people that thought the City and Consultant would be able to pull together all of the approvals between May and November 2009 so construction could begin. This is a shining example of how government can work! The project is sure to be a major point of interest for people using the Mississippi River Regional Trail and should draw thousands of people to the area who will in turn patronize the local businesses improving the local economy which will help spur redevelopment of an area in the City that needs reinvestment.

7. Include a sample of the publication, if nominating in the "Publications" category.

Not applicable

8. Outline the evaluation or review process utilized throughout the project's implementation and completion.

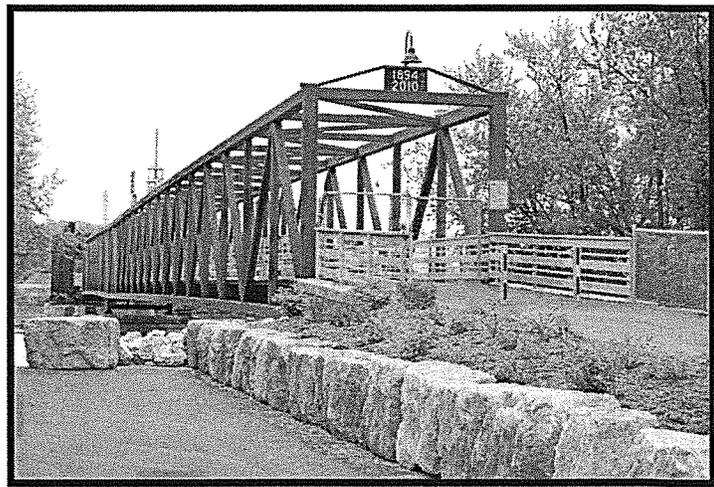
See information in question 2

9. Include your distribution plan, if nominating in "Communications" category.

Not applicable

10. Describe any technology used if applicable.

Not applicable



**INVER GROVE HEIGHTS CITY COUNCIL STUDY SESSION
MONDAY, JUNE 11, 2012 – 8150 BARBARA AVENUE**

1. CALL TO ORDER The City Council of Inver Grove Heights met in study session on Monday, June 11, 2012, in the City Hall Lower Level Training Room. Mayor Tourville called the meeting to order at 5:30 p.m. Present were Council members Grannis, Madden, Klein, and Piekarski Krech; City Administrator Lynch, Assistant City Administrator Teppen, Public Works Director Thureen, Parks & Recreation Director Carlson, Community Development Director Link, Finance Director Smith, Chief Stanger, Fire Chief Thill and Deputy Clerk Kennedy.

2. POLICE/FIRE DEPARTMENT ANNUAL UPDATE

Chief Stanger provided an overview of operations within the Police department throughout the past year. He reviewed the statistics related to the numbers and types of calls responded to by the department, noting an increase in the number of burglaries and DWI cases. He discussed the personnel changes that occurred in the department as a result of retirements, promotions, and the filling of vacant officer positions. He reported on the technology upgrades the department implemented and the ongoing training that occurs to enhance the functionality of the new technology. He provided an updated on Alcohol Compliance checks, the renewal of the School Resource Officer contract, turnover in the Police Reserves program, and the planning for MN Night to Unite on August 7th.

Councilmember Madden clarified that the School Resource Officer was funded by the school district.

Chief Stanger explained that $\frac{3}{4}$ of the salary, plus a stipend for use of a squad car was paid for by the school district. He noted overtime was paid for by the City.

Councilmember Piekarski Krech stated the school district essentially pays for the nine (9) months that the officer works at the school. The City pays for the officer for the 3 months when he is not in the school and is assigned to patrol in the community.

Councilmember Klein questioned if there had been any issues with graduation parties.

Chief Stanger indicated there were a couple of issues with curfew violations and underage consumption.

The Council all agreed that the department should continue to perform curfew sweeps.

Mayor Tourville asked Chief Stanger to discuss within the department the potential for implementation of a K9 squad.

Fire Chief Thill provided an overview of operations within the Fire department for the past twelve (12) months. She discussed personnel changes and the recruitment of new firefighters. She highlighted the accomplishments of the department, including receiving a grant for the purchase of sign boards for the back of the trucks to assist with notification during emergencies, a rehab tent with a heater and a cooler, and an emergency generator for Fire Station #3. She discussed the department's strategic planning efforts and the community input process that would take place. It was noted that the department continued to enhance their training programs to allow for more demonstrations and hands-on involvement. She also reviewed the auto aid program that was started with Rosemount and South Metro Fire.

Mayor Tourville questioned how often South Metro Fire was called in to the City.

Chief Thill estimated 15 times per year.

Mayor Tourville asked that the information be tracked so a cost can be associated with that service.

Councilmember Grannis questioned if the department's retention of firefighters was good.

Chief Thill responded in the affirmative.

Councilmember Madden questioned what percentage of firefighters lived out of town.

Assistant Chief Bergum stated at Station #3 there 10 out of 26 firefighters that lived out of town.

Chief Thill reviewed the operational statistics in the past year and stated the firefighters demonstrated a high call response rate. She identified future challenges for the department including: recruitment and retention of firefighters, coverage for summer and holiday weekends, loss of experience due to retirements within the department, need for new station, purchase of a heavy rescue truck, truck replacement plans, inspection evaluations of apartment buildings, and the budget.

Councilmember Madden questioned if the purchase of fire boats was considered.

Chief Thill stated the department continues to evaluate the need and noted they tried to secure funds via several grant programs.

3. FRONT YARD PARKING

Mr. Hunting explained staff presented preliminary information to Council in February and at that time some Council members were in favor of addressing parking of any type of vehicle in the front yards of residential properties. Council requested additional information on what other cities require in terms of yard location, surfacing, setbacks, and number allowed. He stated all five of the cities that were contacted allowed parking in the front yard only on the driveway. No parking was allowed on grass in the front yard. He noted Farmington did not allow RVs, campers, boats and trailers to be park in front of the house. Parking is allowed in the side and rear yards in all cities that were contacted. He stated most of the cities required some setback from property lines or out of easements, and all required parking in the front yard driveway to be on a hard surface. Not all of the cities had limits on the number of vehicles allowed and more of the cities put limits on parking of recreational vehicles. He identified four questions for Council to address in order to move forward in the process including what type of surface should be allowed for parking in the front yard, should parking be restricted to a particular area, whether or not to include regulations regarding parking in the side or rear yards, and should regulations address boats, trailers, and other recreational vehicles. Staff recommended that parking or storing of automobiles and recreational vehicles be limited in the front yard to the driveway area only and on a hard surface of bituminous, concrete or pavers. They also recommended allowing parking of automobiles and recreational vehicles in the side and the rear yards without any surfacing requirements.

Councilmember Piekarski Krech questioned if other cities had restrictions on the distance between neighboring properties.

Mr. Hunting replied that the standard setbacks were applied.

Mayor Tourville stated the biggest change would be that parking in the front yard would be limited to the driveway.

Councilmember Piekarski Krech stated her main concern was related to enforcement of the regulations. She added that a safety issue could be created if something is parked in the side yard right next to a neighbor's property.

Mayor Tourville questioned if staff found any other mechanisms to regulate side yard issues.

Mr. Hunting stated that staff purposely did not address parking or storage in side yards.

Councilmember Piekarski Krech stated front yard parking was the main issue, but side yard parking would also need to be addressed.

4. DISCUSS ADA

Mr. Carlson stated the 2010 ADA standards took effect March 25, 2011 with compliance required by March 15, 2012. The City hired a consultant to assist with a self evaluation and development of a transition plan. He explained the plan was completed in early 2012 and would be implemented in phases over the next few years. The evaluation was intended to help the City understand its obligations under various federal laws, codes, and design guidelines. The evaluation cites specific recommendations and

outlines a transition plan. He reviewed the 12 sections of self evaluation and outlined the recommended changes for providing accessibility to programs, services and facilities. He stated the transition plan documents the priorities at all City facilities and the associated cost of the improvements.

Councilmember Piekarski Krech stated she would like to know the specific items that are included in each priority listing and the cost for each of the specific improvements.

Mr. Carlson stated a CIP would be prepared that would prioritize the improvements and allow the City to track its progress towards completion of the updates.

Mr. Lynch stated staff would be looking at spreading out improvements over a 10-15 year period to allocate funding.

5. MAYOR & COUNCIL SALARIES

Mayor Tourville explained Council asked staff to put together the information on the salaries of elected officials in other cities and the process that would need to be followed if the City's existing ordinance was updated.

Councilmember Madden stated he did not feel now was the right time to pursue a change in salary given that the current salaries were somewhat comparable to other metro cities.

Council agreed not to move forward with an ordinance amendment at this time.

The meeting was adjourned at 6:50 p.m.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, JUNE 11, 2012 - 8150 BARBARA AVENUE**

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, June 11, 2012, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m. Present were Council members Grannis, Klein, Madden, and Piekarski Krech; City Administrator Lynch, Assistant City Administrator Teppen, City Attorney Kuntz, Public Works Director Thureen, Parks & Recreation Director Carlson, Community Development Director Link, Finance Director Smith, Police Chief Stanger, Fire Chief Thill and Deputy Clerk Kennedy

3. PRESENTATIONS:

A. Police Reserve Officer Recognition

Chief Stanger recognized Ken Wood, Rob Reitberger, and Tim Wood, citizen volunteers who recently retired from the Police Reserve program. The Reserve program is comprised of citizen volunteers who assist the full time, licensed peace officers in carrying out the functions of the Inver Grove Heights Police Department. Mr. Stanger explained by definition they are individuals whose services are utilized by a law enforcement agency to provide supplementary assistance at special events, traffic and crowd control, and administrative or clerical assistance. He noted the Reserve unit is not a man power alternative and it is not depended on as a substitute for fully licensed and trained police officer. He stated the members of the Reserve unit are ordinary citizens who volunteer their time and give back to the community in which they live in.

Chief Stanger introduced Tim Wood, a member of the Reserve unit since 1995 who volunteered over 4,500 hours to the program; Rob Reitberger, a member of the Reserve unit since 1997 who volunteered over 2100 hours; and Ken Wood, a member of the Reserve unit since 1999 who volunteered over 2,200 hours to the program. He thanked them for their years of service and for giving back to the community.

Sergeant Daniels presented Tim, Rob and Ken with plaques in recognition of their service to the Inver Grove Heights Police Department. On behalf of all the officers in the department he thanked them for their work and for making their jobs easier.

Mayor Tourville and the City Council thanked Tim, Rob and Ken for their time and dedication to the City.

4. CONSENT AGENDA:

Councilmember Klein removed Item 4C from the Consent Agenda.

Mayor Tourville removed Item 4I from the Consent Agenda.

- A. i) Minutes – May 29, 2012 Council Work Session
ii) Minutes – May 29, 2012 Regular Council Meeting
- B. **Resolution No. 12-92** Approving Disbursements for Period Ending June 6, 2012
- D. Approve Ordering a Topographic Survey for City Project No. 2012-07, Bohrer Pond Northwest Treatment Basin
- E. Authorize Proposal by EOR to Review Regional Basin Impacts and Conduct a Roundabout Assessment on Storm Water Facilities and Conduct a Topographical Survey at T.H. 3 and Amana Trail – City Project No. 2009-01
- F. **Resolution No. 12-94** Correcting Assessment Roll for the 2011 Pavement Management Program, City Project No. 2011-09D, Urban Street Reconstruction (South Grove Area 6)
- G. **Resolution No. 12-95** Authorizing the Execution of the Declaration of Conditions and Restrictions on Skyview Park Property
- H. **Resolution No. 12-96** Approving Contract for Services Agreement with ISD 199 to provide a School Resource Officer for the 2012-2013 and 2013-2014 School Years
- J. **Resolution No. 12-97** Approving Proposals for Professional Services for the Concord Boulevard

Neighborhood Study

K. Personnel Actions

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

Ayes: 5

Nays: 0 Motion carried.

C. Resolution Accepting the MS4 Annual Report for 2011

Councilmember Klein asked for Mr. Kaldunski to provide a brief explanation on the program.

Mr. Kaldunski explained the permit was mandated by the MPCA. The program is for storm water management and the report presented to the Council outlines the items the City accomplished in 2011.

Councilmember Klein stated the mandates require additional work and the City incurs additional costs as a result.

Motion by Klein, second by Piekarski Krech, to adopt Resolution No. 12-93 Accepting the MS4 Annual Report for 2011

Ayes: 5

Nays: 0 Motion carried.

I. Authorize Advertisement of RFP for Demolition of City Owned Structures located at 7456 South Robert Trail and 1467 80th Street East

Mayor Tourville asked for a brief update on the issue.

Mr. Lynch stated the City acquired both properties in 2008 as part of the utility extension projects. The properties have remained vacant since that time, although the City did utilize the property on 80th Street for temporary storage during the renovation of City Hall. He noted utilities were disconnected for both properties. He explained the City would improve the property on 80th to improve the storm water runoff at the golf course and potentially tie in with a future multi-family development immediately to the West. He stated it would no longer be suitable as a single-family residence. The property on South Robert Trail is being utilized as a transition site for the contractor constructing the turn lane. He stated the Fire Department would like to utilize the buildings for training purposes prior to demolition. He noted the Housing Committee questioned if the structures could be relocated and at this point staff did not feel that was a viable option given the poor condition of the structures.

Jim Zentner, Housing Committee Chair, stated it was originally thought that the two (2) structures could be relocated and offered as options for affordable housing. He explained after Mr. Lynch explained the poor condition of each of the structures, the Committee no longer disagreed with the City's intent to demolish the structures. He noted the City should consider adopting a policy that addresses similar situations in the future for structures that could be salvaged. He asked that the Council allow the Housing Committee to develop a policy of that nature as part of the group's adopted work plan.

Motion by Klein, second by Madden, to authorize advertisement of RFP for Demolition of City Owned Structures located at 7456 South Robert Trail and 1467 80th Street East

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT:

Al Sachwitz, 11105 Courthouse Blvd., stated he lives next door to Heavy Metal Truck Driving School. He expressed noise concerns and questioned what the business' hours of operation were.

Mr. Link explained there typically are no restrictions on hours of operation in the industrial district. He noted staff could research the issue further to determine if any restrictions existed.

6. PUBLIC HEARINGS:

A. CITY OF INVER GROVE HEIGHTS; Continuation of Assessment Hearing for City Project No. 2001-12, Concord Boulevard Reconstruction Phase II

Mr. Kaldunski explained the property owner requested that the item be tabled because he was unable to attend the public hearing.

Mayor Tourville asked staff to notify the property owner that if he cannot attend the meeting on the 25th to have a representative at the meeting because the Council will likely take action at that time.

Motion by Klein, second by Madden, to table consideration of the item to June 25, 2012 at the request of the property owner

Ayes: 5

Nays: 0 Motion carried.

B. CITY OF INVER GROVE HEIGHTS; Approve Change in Corporate Officer for On-Sale/Sunday Liquor License held by Grove Bowl, Inc. dba Drkula's "32" Bowl for premises located at 6710 Cahill Ave.

Mayor Tourville explained that Gary Drkula's name would be removed from the liquor license and Tim Drkula would be the sole officer of the corporation moving forward.

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

Ayes: 5

Nays: 0 Motion carried.

Motion by Madden, second by Piekarski Krech, to approve change in corporate officer for On-Sale/Sunday Intoxicating Liquor License held by Grove Bowl, Inc. dba Drkula's "32" Bowl for premises located at 6710 Cahill Ave.

Ayes: 5

Nays: 0 Motion carried.

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. SHAW CONSTRUCTION, INC.; Consider the following actions for property located at 10982 Clark Road:

- i) Ordinance Amendment to allow service of semi-tanks, trucks, and trailers including equipment, parts and tires as a conditional use in the I-2, General Industry Zoning District
- ii) Resolution relating to a Conditional Use Permit to allow the operation of the sales and service of semi-tanks, trucks, and trailers including equipment, parts and tires and to allow outdoor storage of trucks and trailers
- iii) Resolution relating to a Variance from the outdoor storage setback and screening requirements from an Agricultural Zoning District

Mr. Link reviewed the location of the property. He explained the request involves the development of a truck service and repair facility for Catco, a business that provides full service repair and parts supply for commercial vehicles. The first phase would consist of a building approximately 20,000 square feet in size and a potential future addition of another 17,000 square feet. The project complied with City Code standards except for setback and screening requirements. He explained a 100 foot setback from the residential property was required by ordinance, and the proposal only allows for a 40 foot setback. Screening along the property line was also required by ordinance and the applicant did not propose any screening. He explained the three (3) residences near the property are to be converted in the future to an industrial use to be consistent with the rest of the neighborhood. He noted the 100 foot restriction was unique in that it is only required for industrial open storage, not all industrial properties. Both Planning staff and the Planning Commission recommended approval of the requests.

Councilmember Klein asked if the neighbors were notified.

Mr. Link stated the Planning Commission held a public hearing and two (2) of the neighbors were in attendance and did not object to the proposal.

Councilmember Madden confirmed that the neighbors did not request screening.

Motion by Klein, second by Grannis, to adopt Ordinance No. 1254 amending the City Code to allow service of semi-tanks, trucks, and trailers including equipment, parts and tires as a conditional use in the I-2 General Industry Zoning District, Resolution No. 12-98 relating to a Conditional Use Permit to allow the operation of the sales and service of semi-tanks, trucks, and trailers including equipment, parts and tires and to allow outdoor storage of trucks and trailers, and Resolution No. 12-99 relating to a Variance from the outdoor storage setback and screening requirements from an Agricultural Zoning District

Ayes: 5

Nays: 0 Motion carried.

B. VANCE GRANNIS, JR.; Consider the First Reading of an Ordinance Amendment to allow a DNR Gun Safety Program with Outdoor Shooting Range

Mr. Link explained the applicant submitted an application to amend the Zoning Ordinance to allow a DNR sponsored gun safety training program with an outdoor shooting range as a permitted use on properties zoned E-1 with certain conditions. One of the conditions would be that the DNR only operate the program on six (6) occasions annually. He stated the property provides a great deal of topographical relief and inherent safeguards that would allow the shooting range to face into a 50 foot hillside. The Police Chief inspected the site and found no significant safety concerns given the proposed location of the range. Planning staff supported the ordinance amendment as either a conditional use or an interim use. He explained the rationale for each of the staff recommended use designations. An advantage of an interim use is the opportunity to place limitations on the operation and treat it as a trial run that could be reviewed after an established period of time. As a conditional or interim use operational issues such as parking, public use of private buildings, or restrooms could be monitored. He explained if the City Council decided to make the use interim or conditional a public hearing would be required and surrounding property owners would be formally notified.

Mr. Link stated the Planning Commission held a public hearing at their last meeting and three issues were identified. The first related to noise associated with the discharge of fire arms, the second related to the question of appropriate use designation (interim, conditional, or permitted), and the third related to notification of surrounding property owners. He explained a main concern pertaining to notification was the extent of the mailing list given the 1,000 foot radius notification area. The number of property owners to be notified would largely depend on how the 50 acre parcel was defined. Staff reviewed the options and determined that the mailing list would likely consist of 35-40 property owners. The Planning Commission recommended approval of the ordinance amendment to allow the use as a permitted use with the condition that prior to City Council approval a noise demonstration be held on the property by the Police Chief. He noted although a public hearing was held in front of the Planning Commission, no notices were mailed because it was not required. Planning staff recommended the use as an interim use, while the Planning Commission recommended approval as a permitted use. He explained if Council were to proceed with the zoning code amendment, the Council would also have to amend the City's firearms ordinance.

Mayor Tourville questioned if the Council felt more notification was necessary.

Councilmember Madden stated three (3) readings of the ordinance amendment would be held and the Council may make decisions as part of the first reading that would affect the notification requirements going forward. He reiterated that formal notification would not be required if the request is approved as a permitted use.

Councilmember Piekarski Krech clarified if the ordinance is approved as an interim use, notification would be required at that point in time.

Mr. Link explained as a zoning ordinance amendment no mailed notices were required. If Council were to approve the request as a conditional or interim use, the applicant would need to submit an application for said permit and the notification requirement would then be triggered.

Mr. Kuntz stated the Council would need to deal with two separate regulatory functions. The zoning ordinance amendment would determine in what zoning district the proposed use would be allowed, and the recommendation is that it be allowed in the E-1 zoning district. He explained the Council is also being asked to determine if the use is allowed in the E-1 zoning district, would it be allowed as a permitted, conditional, or an interim use. For each type of use, certain conditions were suggested for consideration. After the Council has provided direction as to the classification of the use, a separate ordinance amendment would be brought forth regarding the discharge of firearms. He reiterated that the zoning ordinance amendment was the subject of a public hearing before the Planning Commission for which only published notice was required. He noted no mailed notice is required for any text amendment to the zoning code. If the Council amends the zoning code to allow the proposed use as a permitted use, no application for a permit would be required. If the Council amends the zoning code to allow the proposed use as a conditional or interim use, an application would need to be filed for the required permit and a public hearing would be scheduled for which both published and mailed notice would be required.

Councilmember Klein questioned how the City allowed annual Canada Goose hunts.

Mr. Kuntz explained that scenario became an exception to the firearms discharge ordinance as a City authorized event under the guidelines set forth by the Police Chief and City Administrator.

Councilmember Klein questioned how the Police Chief monitored that event.

Chief Stanger stated applications are accepted on an annual basis, and a police officer is sent out to review the location to ensure its safety. He noted officers also monitor the event on the three (3) weekends the City allows the hunt to occur.

Councilmember Klein questioned if an officer could be assigned to monitor the activity of the safety programs.

Chief Stanger stated safety officers would be on-site as part of the DNR sponsored program.

Councilmember Piekarski Krech clarified that the City typically would not issue mailed notices to property owners for this type of ordinance amendment.

Mr. Link responded in the affirmative. He stated the zoning ordinance amendment is a text amendment that theoretically could affect all properties in the E-1 zoning district. He noted the manner in which this particular ordinance was drafted and the specific parameters that were defined limit the application of the ordinance specifically to the Grannis property.

Councilmember Piekarski Krech stated Council would set a precedent if a mailed notice were issued for this type of ordinance amendment.

Councilmember Madden stated the proposed program is administered under very controlled conditions, in a very specific environment. He clarified that participants are only allowed to use .22 caliber weapons and would not be roaming the property with loaded weapons.

Vance Grannis Jr., 9249 Barnes Ave., stated the Planning Commission recommended that the Council direct the Police Department to host a demonstration on the property to determine if there would be any noise concerns. He suggested that Council authorize the demonstration and then decide how to proceed with the ordinance amendment after the noise concerns have been addressed.

Louis Greengard, 1780 93rd Circle E., stated he lives near the Grannis property and is opposed to the request because he does not want to hear gunshots.

Barry Leafman, 1900 96th St. E., expressed concerns about public safety and the process that was followed. He stated he did not see the need for this type of program in the City. He questioned if there was a need for additional firing range in the County. He opined that notification was lacking and questioned why the whole community would not need to be notified if the firearms ordinance is amended.

Mr. Kuntz explained notice, mailed or published, of an amendment to the firearms ordinance would not be required. The Council would hold three readings of the proposed ordinance amendment and would allow for public input during that process.

Mr. Leafman questioned what the benefit of the program would be to the City, who would carry the liability insurance for the program, and what the coverage limits would be.

Jim Huffman, 4237 Denton Way, supported the proposed ordinance amendment because the Police Department and the DNR would do a good job of administering the program in a safe, controlled manner.

Derek McIntyre, 1435 96th St. E., opined information about the ordinance amendment should have been communicated to the neighbors. He stated he does not want to hear the noise of guns being fired from his property and felt that an interim period of 3-5 years was too long. He noted he would be open to attending a demonstration on the property to determine if there would be a noise concern or not.

Councilmember Piekarski Krech stated there is a difference between a firing range and what is being proposed. She explained the DNR sponsored program would take place six (6) times a year on set dates and times, and actual shooting of the .22 caliber rifles would take place for one-hour during each of the six (6) meetings. She added the purpose of the program is to teach gun safety.

Ed Valenti, 9047 Barnes Ave., supported the proposed request and felt it was a great idea to promote gun safety in the community.

Roxanne Boehmer, 9290 Barnes Ave., spoke in favor of the proposed request. She stated she understood the noise concerns but felt they were not warranted as the noise from a .22 rifle would be no more of a nuisance than the neighbor's roosters or planes flying overhead.

Allan Cederberg, 1162 82nd St. E., stated he received a public safety certificate from the DNR. He opined that the firearms ordinance should be amended prior to the zoning code. He questioned if the DNR could carry insurance on private property.

Alex Gutierrez, 2nd Lieutenant DNR Enforcement Division, explained because the DNR is a state agency, the state actually carries the liability insurance for the program. He stated the policy limits were set up for 1 million and 1.5 million and it covers landowners, private properties, and everyone involved as long as it is a DNR administered class. He clarified that meant the class had to be administered by DNR certified instructors and posted on the DNR website. He acknowledged that the DNR does not have enough sites to provide fire arms safety classes for the public. In 2011 the DNR was only able to provide 300 classes with a cap of 30 students in each class and fell short of the number of students signing up to take the class online. He reviewed the aspects of the field training component of the program and reiterated that the request is not for a gun range, it is for a firearm safety program. He clarified the program is not just for hunters.

Mayor Tourville stated the main concern of the neighbors is related to noise.

The City Council took a 5 minute break.

Lieutenant Gutierrez displayed a video of himself firing a .22 caliber long rifle, a 12-gauge shotgun, and a 308 rifle at 50 yards and 100 yards to provide a frame of reference for the noise level that could be anticipated and to show the difference between the types of firearms. He stated he did not believe there would be any issues related to noise. He noted if there were concerns after the demonstration on the property, alternatives could be considered although they would be more expensive.

Eileen Nye, 1900 96th St. E., questioned how the topography of the Grannis property compared to area the DNR officer utilized to record the video he presented.

Lieutenant Gutierrez reviewed an aerial photograph of the Grannis property and pointed out the exact location that the range was proposed to be located, with the corresponding elevations. He stated the area was heavily wooded and the nearest homes were approximately ½ mile away.

Councilmember Piekarski Krech questioned if the proposed use would bother the eagles that nest around the property.

Lieutenant Gutierrez responded in the negative.

Grant Pylkas, 1885 96th St. E., supported the proposed use and opined that what Mr. Grannis was trying to accomplish was a noble cause that would benefit more people than just Inver Grove Heights residents. He stated if anyone was going to be affected by noise it would be him and he had no issue with the proposal.

Councilmember Madden stated that a lot of the issues could be resolved if the Police Department and the DNR scheduled the recommended noise demonstration on the property and notified the neighbors of when the demonstration would occur to see if there were any legitimate concerns regarding noise. He suggested that the demonstration be held prior to the second reading of the ordinance amendment.

Mayor Tourville stated the question still remains of who should be notified. He suggested that staff work with Mr. Grannis to define the property lines of the 50 acre parcel in order to determine the notification radius. He opined that he would support moving forward with the request as an interim use to allow for a period of review.

Councilmember Madden opined the use should be permitted.

Councilmember Piekarski Krech questioned what criteria would be used to determine who would receive formal notification of the demonstration.

Councilmember Madden requested that the notification process not be more cumbersome than it needs to be.

Mr. Grannis clarified that his property is over 150 acres. He stated if the City only looked at the area where the proposed use would be located it is not 50 acres by itself, but is located within a 50 acre area. He opined that someone, other than himself, needs to determine how the area will be defined for notification purposes. He asked that the notice of the demonstration be very specific with regards to where the demonstration would be held so neighbors know exactly where the shooting would occur.

Councilmember Klein clarified that the range would face the northeast and the elevation from where the shooting would occur increased by approximately 100 feet to where the targets would be located. He questioned if there were any neighbors within 900 feet of the direction in which the shooting would occur.

Mr. Grannis responded in the negative.

Councilmember Klein questioned what the effective range of a .22 rifle was.

Mr. Grannis explained the range could be up to a mile if it is shot in a wide open area with no impediments. He stated in this instance participants would be shooting towards a hill that would act as a backstop.

Lieutenant Gutierrez stated the value of the property is that all components of the training program can be accomplished on-site, including the actual shooting. He noted only the field training component can be done at most sites and the shooting has to be done at a separate location.

Councilmember Madden stated the purpose of the program is to educate people and reduce the number of accidents that occur with firearms.

Mayor Tourville questioned if there were any environmental impacts related to shooting rounds into the property and if a clean-up component should be required.

Lieutenant Gutierrez stated when the projectile hits the ground it is encapsulated in the dirt and the lead does not leak out of the bullet itself because it does not fragment. He explained one of the recommendations is that when the program is over the first 6" of topsoil can be removed to clean up the site. He stated he suggested that a rubber backstop be installed on the property to trap the bullets and reduce the number that becomes encapsulated in the soil.

Councilmember Piekarski Krech questioned how soon a sound demonstration could be scheduled.

Mr. Link suggested that the second reading be scheduled for the first meeting in July to coordinate the demonstration, define the notification area, and prepare a mailing list. He explained the ordinance refers to a 50 acre area and staff estimated that there were 35-40 residents within 1,000 feet and approximately 60 residents within a ½ mile radius.

Lieutenant Gutierrez recommended that the demonstration be videotaped and that those neighbors unable to attend at the proposed site be asked to be outside on their own property during the time of the demonstration to determine if they can hear any noise.

Greg Sperl, 1705 93rd Circle E., stated his main concern was the use of the rubber backstop and bullets bouncing off of it and going into the ground.

Mr. Grannis clarified that the rubber backstop is designed to trap the bullets so they don't bounce off. He stated he was told that it would take 3-4 years to fill one of the backstops and then it would be disposed of and replaced.

Tim Sweeney, 9223 Barnes Ave., recommended that the City offer neighbors a comparison of relative sounds that would be similar to that of a .22 rifle so that people have a frame of reference for what the actual noise level would be. He stated the noise would not be any more burdensome than what people in that area already experience on a daily basis from airplanes.

Lee Lindberg, 8965 Alfa Lane, stated his son's residence is the closest to the proposed location of the range. He opined that there was a contradiction in that the proposed use and the attempt to preserve and enhance the property as a wildlife habitat. He stated it doesn't take much to disturb wildlife and he supported the regulations against the discharge of firearms within the City. He explained the proposal was diametrically opposed to what he and Mr. Grannis are trying to promote and create in this area of the City with the preservation of open space, wildlife habitat, water aquifer recharge, and a reduced carbon footprint. He encouraged the Council to follow the recommendation by staff regarding notification of neighbors.

Councilmember Madden suggested notifying residents within a ½ mile radius, as determined by staff.

Mayor Tourville opined that he has a hard time determining how a shooting range fits in the proposed location given what Mr. Grannis and others are trying to accomplish in terms of preservation of the open space and the pristine nature of the property.

Councilmember Madden stated the program would only take place six (6) times a year and the good that would come from education related to the safe use of firearms would outweigh any potential negative impacts. He noted the DNR is very environmentally conscious.

Councilmember Klein questioned which designation the applicant preferred.

Mr. Grannis stated he would prefer that it be a permitted use, with a sunset date incorporated, in order to keep the expense down.

Councilmember Piekarski Krech noted that the use could be terminated at any point by the Police Chief.

Mayor Tourville clarified that the Police Chief is not going to be involved in noise issues. Staff suggested an interim use to allow for some conditions and checks and balances to be instituted.

Motion by Klein, second by Madden, to approve the First Reading of an Ordinance Amendment to allow a DNR Gun Safety Program with Outdoor Shooting Range as an Interim Use and to direct staff to coordinate a test demonstration on the property prior to the second reading of the ordinance and to notify neighbors within the ½ mile radius as determined by staff.

Ayes: 4

Nays: 0

Abstain: 1 (Grannis)

Motion carried.

FINANCE:

C. CITY OF INVER GROVE HEIGHTS; Approve the Closing of Fund 332 to Fund 399 effective December 31, 2011

Ms. Smith stated Council is asked to close Fund 332 General Obligation Refunding 1998B to Fund 399, the Closed Bond Fund, effective December 31, 2011. This would be accomplished through a residual equity transfer of \$2,638.33.

Motion by Piekarski Krech, second by Madden, to adopt Resolution No. 12-100 approving the closing of Fund 332 to Fund 399 effective December 31, 2011

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR AND COUNCIL COMMENTS:

9. ADJOURN: Motion by Madden, second by Piekarski Krech, to adjourn. The meeting was adjourned by a unanimous vote at 10:05 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: June 25, 2012
 Item Type: Consent
 Contact: Bill Schroepfer 651-450-2516
 Prepared by: Bill Schroepfer, Accountant
 Reviewed by: N/A

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

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of June 7, 2012 to June 20, 2012.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending June 20, 2012. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$407,418.88
Debt Service & Capital Projects	80,535.16
Enterprise & Internal Service	258,131.74
Escrows	30,315.13
	<hr/>
Grand Total for All Funds	<u><u>\$776,400.91</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 June 7, 2012 to June 20, 2012 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING June 20, 2012**

WHEREAS, a list of disbursements for the period ending June 20, 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	\$407,418.88
Debt Service & Capital Projects	80,535.16
Enterprise & Internal Service	258,131.74
Escrows	30,315.13
Grand Total for All Funds	<u><u>\$776,400.91</u></u>

Adopted by the City Council of Inver Grove Heights this 25th day of June, 2012.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 6/7/2012 - 6/20/2012

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACE PAINT & HARDWARE	510763/5	06/13/2012	3/14/12	101.42.4200.423.40040	1.86
ACE PAINT & HARDWARE	511286/5	06/20/2012	4/19/12	101.43.5100.442.60040	79.06
ACE PAINT & HARDWARE	611662/5	06/20/2012	5/17/12	101.44.6000.451.40040	18.15
AFSCME COUNCIL 5	INV0010342	06/05/2012	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	19.64
AFSCME COUNCIL 5	INV0010550	06/15/2012	UNION DUES (AFSCME FAIR SHARE)	101.203.2031000	39.54
AFSCME COUNCIL 5	INV0010551	06/15/2012	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	746.32
AFSCME COUNCIL 5	INV0010552	06/15/2012	UNION DUES (AFSCME FULL SHARE-PT)	101.203.2031000	58.92
ARAMARK UNIFORM SERVICES	629-7511850	06/20/2012	6/6/12	101.44.6000.451.60045	47.18
ARAMARK UNIFORM SERVICES	629-7511850	06/20/2012	6/6/12	101.43.5200.443.60045	20.90
ARAMARK UNIFORM SERVICES	629-7516704	06/20/2012	6/13/12	101.44.6000.451.60045	33.36
ARAMARK UNIFORM SERVICES	629-7516704	06/20/2012	6/13/12	101.43.5200.443.60045	20.90
ARROWWOOD RESORT & CONFERENCE CTR	5/9/12	06/17/2012	ELAN CC 6/17/12	101.42.4200.423.50075	(75.00)
B&G CROSSING	11159	06/17/2012	ELAN CC 6/17/12	101.42.4200.423.60065	26.78
BELLEISLE, MONICA	MAY MILEAGE 2012	06/20/2012	REIMBURSE-MILEAGE MAY 2012	101.42.4200.423.50065	55.41
BIKE KING	052212172611	06/13/2012	5/22/12	101.42.4000.421.60040	184.94
CARIBOU COFFEE	5/6/12	06/17/2012	ELAN CC 6/17/12	101.42.4000.421.60018	51.38
CARIBOU COFFEE	5/9/12	06/17/2012	ELAN CC 6/17/12	101.42.4000.421.60018	25.69
CENTURY LINK	5/22/12 651 457 7671	06/20/2012	651 457 7671 869	101.44.6000.451.50020	41.74
CENTURY LINK	5/22/12 651 457 7674	06/20/2012	651 457 7674 999	101.44.6000.451.50020	41.74
CITY OF SAINT PAUL	123224	06/20/2012	MAY 2012	101.43.5200.443.60016	13,765.88
CLAREY'S SAFETY EQUIPMENT	144571	06/13/2012	ORDER 98975	101.42.4200.423.60040	1,499.00
CLAREY'S SAFETY EQUIPMENT	144668	06/13/2012	ORDER 99398	101.42.4200.423.60040	150.00
CLAREY'S SAFETY EQUIPMENT	144865	06/20/2012	090500	101.42.4200.423.60040	216.01
CORNER STORE, THE	5/29/12	06/17/2012	ELAN CC 6/17/12	101.41.1000.413.50075	5.88
CRESCENT ELECTRIC SUPPLY CO	024-251807-00	06/13/2012	CUSTOMER 130393-00	101.44.6000.451.40040	77.02
CUB FOODS	5/6/12	06/17/2012	ELAN CC 6/17/12	101.42.4000.421.60018	155.25
CULLIGAN	5/31/12 FIRE STATION #1	06/13/2012	ACCOUNT 707-2469	101.42.4200.423.60065	5.29
CULLIGAN	5/31/12 UPPER 55TH ST E	06/13/2012	ACCOUNT 157-98459118-8	101.42.4200.423.60065	160.99
DAKOTA COMMUNICATIONS CENTER	IGH2012-04	06/13/2012	APRIL 2012 MONTHLOY DCC FEE	101.42.4000.421.70300	35,551.35
DAKOTA COMMUNICATIONS CENTER	IGH2012-04	06/13/2012	APRIL 2012 MONTHLOY DCC FEE	101.58.9100.580.70650	1,022.50
DAKOTA COMMUNICATIONS CENTER	IGH2012-04	06/13/2012	APRIL 2012 MONTHLOY DCC FEE	101.42.4200.423.70501	3,950.15
DAKOTA CTY TECH COLLEGE	6/11/12	06/20/2012	MAY 2012	101.42.4000.421.50080	675.00
DAKOTA ELECTRIC ASSN	5/24/12 246837-9	06/13/2012	246837-9	101.44.6000.451.40020	4,223.05
DAKOTA ELECTRIC ASSN	5/24/12 250165-8	06/13/2012	250165-8	101.44.6000.451.40020	341.68
DAKOTA ELECTRIC ASSN	5/24/12 393563-2	06/13/2012	393563-2	101.44.6000.451.40020	307.77
DAKOTA ELECTRIC ASSN	5/24/12 443054-2	06/13/2012	443054-2	101.44.6000.451.40020	11.05
EFTPS	INV0010554	06/15/2012	FEDERAL WITHHOLDING	101.203.2030200	41,018.50
EFTPS	INV0010556	06/15/2012	MEDICARE WITHHOLDING	101.203.2030500	12,096.60
EFTPS	INV0010557	06/15/2012	SOCIAL SECURITY WITHHOLDING	101.203.2030400	33,051.92
EFTPS	INV0010631	06/15/2012	FEDERAL WITHHOLDING	101.203.2030200	76.24
EFTPS	INV0010633	06/15/2012	MEDICARE WITHHOLDING	101.203.2030500	32.26
EFTPS	INV0010634	06/15/2012	SOCIAL SECURITY WITHHOLDING	101.203.2030400	115.69
EFTPS	INV0010635	06/15/2012	MEDICARE WITHHOLDING	101.203.2030500	4.28
EFTPS	INV0010636	06/15/2012	SOCIAL SECURITY WITHHOLDING	101.203.2030400	15.31
ENTENMANN-ROVIN CO.	0081131-IN	06/20/2012	RMA 05-24-2012	101.42.4000.421.60045	119.84
FAST SIGNS	5/4/12	06/17/2012	ELAN CC 6/17/12	101.42.4200.423.60045	14.91
FERRELLGAS	1071428114	06/20/2012	7754787	101.43.5200.443.60016	81.44
FIRE SAFETY USA	53080	06/13/2012	5/31/12	101.42.4200.423.40042	670.00
FIRSTSCRIBE	24367	06/13/2012	6/1/12	101.43.5100.442.60042	250.00
GALLS INC	512194887	06/13/2012	ACCOUNT 5291308	101.42.4000.421.60040	41.53
GERTENS	255410	06/20/2012	CUSTOMER 103566	101.43.5200.443.60016	108.87
GERTEN'S LANDSCAPING	9512	06/20/2012	5/29/12	101.43.5200.443.60016	149.97
HANCE UTILITY SERVICES INC	18720	06/13/2012	5/21/12 SKYVIEW PARK	101.44.6000.451.30700	180.00
ICMA RETIREMENT TRUST - 457	INV0010506	06/15/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	135.00
ICMA RETIREMENT TRUST - 457	INV0010507	06/15/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	276.11
ICMA RETIREMENT TRUST - 457	INV0010508	06/15/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	75.00
ICMA RETIREMENT TRUST - 457	INV0010509	06/15/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	481.73
ICMA RETIREMENT TRUST - 457	INV0010510	06/15/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	175.00
ICMA RETIREMENT TRUST - 457	INV0010511	06/15/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	307.96
ICMA RETIREMENT TRUST - 457	INV0010512	06/15/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	1,090.00
ICMA RETIREMENT TRUST - 457	INV0010513	06/15/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	116.12
ICMA RETIREMENT TRUST - 457	INV0010514	06/15/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	150.00
ICMA RETIREMENT TRUST - 457	INV0010515	06/15/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	697.72
ICMA RETIREMENT TRUST - 457	INV0010516	06/15/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	75.00
ICMA RETIREMENT TRUST - 457	INV0010517	06/15/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	177.04
ICMA RETIREMENT TRUST - 457	INV0010518	06/15/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	1,553.84
ICMA RETIREMENT TRUST - 457	INV0010519	06/15/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	301.23
ICMA RETIREMENT TRUST - 457	INV0010520	06/15/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	40.00
ICMA RETIREMENT TRUST - 457	INV0010521	06/15/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	412.23
ICMA RETIREMENT TRUST - 457	INV0010522	06/15/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	690.00
ICMA RETIREMENT TRUST - 457	INV0010523	06/15/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	411.57
ICMA RETIREMENT TRUST - 457	INV0010524	06/15/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	450.00
ICMA RETIREMENT TRUST - 457	INV0010525	06/15/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	162.88
ICMA RETIREMENT TRUST - 457	INV0010526	06/15/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	125.00
ICMA RETIREMENT TRUST - 457	INV0010527	06/15/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	35.46

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ICMA RETIREMENT TRUST - 457	INV0010528	06/15/2012	ICMA (AGE 49 & UNDER)	101.203.2031400	550.00
ICMA RETIREMENT TRUST - 457	INV0010529	06/15/2012	ICMA (AGE 50 & OVER)	101.203.2031400	200.24
ICMA RETIREMENT TRUST - 457	INV0010530	06/15/2012	ICMA (AGE 50 & OVER)	101.203.2031400	325.00
ICMA RETIREMENT TRUST - 457	INV0010531	06/15/2012	ICMA (AGE 50 & OVER)	101.203.2031400	93.85
ICMA RETIREMENT TRUST - 457	INV0010532	06/15/2012	ICMA (AGE 50 & OVER)	101.203.2031400	150.00
ICMA RETIREMENT TRUST - 457	INV0010533	06/15/2012	ICMA (AGE 50 & OVER)	101.203.2031400	787.32
ICMA RETIREMENT TRUST - 457	INV0010534	06/15/2012	ICMA (AGE 50 & OVER)	101.203.2031400	872.63
ICMA RETIREMENT TRUST - 457	INV0010535	06/15/2012	ICMA (AGE 50 & OVER)	101.203.2031400	76.54
ICMA RETIREMENT TRUST - 457	INV0010536	06/15/2012	ICMA (AGE 50 & OVER)	101.203.2031400	4,477.19
ICMA RETIREMENT TRUST - 457	INV0010537	06/15/2012	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	70.79
ICMA RETIREMENT TRUST - 457	INV0010546	06/15/2012	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	432.70
ICMA RETIREMENT TRUST - 457	INV0010547	06/15/2012	ROTH IRA (AGE 50 & OVER)	101.203.2032400	230.77
INTOXIMETERS	363260	06/13/2012	MNINVO	101.42.4000.421.60065	64.13
JIMMY JOHN'S SANDWICHES	5/7/12	06/17/2012	ELAN CC 6/17/12	101.42.4000.421.60018	24.51
JRK SEED & TURF SUPPLY	4453	06/20/2012	1382	101.44.6000.451.60030	490.56
LAKEVILLE TROPHY CO	14860	06/13/2012	5/14/12	101.42.4000.421.60045	53.51
LEST-GERMAIN	5/2/12	06/17/2012	ELAN CC 6/17/12	101.42.4000.421.50075	367.47
LEVANDER, GILLEN & MILLER P.A.	5/31/12 92000E	06/13/2012	MAY 31, 2012 92000E	101.42.4000.421.30410	13,749.77
LEVANDER, GILLEN & MILLER P.A.	MAY 31 2012 81000E	06/13/2012	MAY 31, 2012 81000E	101.41.1000.413.30401	120.00
LEVANDER, GILLEN & MILLER P.A.	MAY 31 2012 81000E	06/13/2012	MAY 31, 2012 81000E	101.41.1000.413.30420	2,642.96
LEVANDER, GILLEN & MILLER P.A.	MAY 31 2012 81000E	06/13/2012	MAY 31, 2012 81000E	101.45.3200.419.30420	2,704.00
LEVANDER, GILLEN & MILLER P.A.	MAY 31 2012 81000E	06/13/2012	MAY 31, 2012 81000E	101.43.5100.442.30420	2,360.00
LEVANDER, GILLEN & MILLER P.A.	MAY 31 2012 81000E	06/13/2012	MAY 31, 2012 81000E	101.45.3300.419.30420	240.98
LEVANDER, GILLEN & MILLER P.A.	MAY 31 2012 81000E	06/13/2012	MAY 31, 2012 81000E	101.42.4000.421.30420	2,227.92
LEVANDER, GILLEN & MILLER P.A.	MAY 31 2012 81000E	06/13/2012	MAY 31, 2012 81000E	101.42.4000.421.30420	24.00
LEVANDER, GILLEN & MILLER P.A.	MAY 31 2012 81000E	06/13/2012	MAY 31, 2012 81000E	101.43.5000.441.30420	590.00
LEVANDER, GILLEN & MILLER P.A.	MAY 31 2012 81000E	06/13/2012	MAY 31, 2012 81000E	101.45.3200.419.30420	57.00
LEVANDER, GILLEN & MILLER P.A.	MAY 31 2012 81000E	06/13/2012	MAY 31, 2012 81000E	101.42.4200.423.30420	492.00
LEVANDER, GILLEN & MILLER P.A.	MAY 31 2012 81000E	06/13/2012	MAY 31, 2012 81000E	101.44.6000.451.30420	3,208.31
LEVANDER, GILLEN & MILLER P.A.	MAY 31 2012 81000E	06/13/2012	MAY 31, 2012 81000E	101.42.4000.421.30420	24.00
LEVANDER, GILLEN & MILLER P.A.	MAY 31 2012 81000E	06/13/2012	MAY 31, 2012 81000E	101.43.5100.442.30420	1,313.00
LILLIE SUBURBAN NEWSPAPERS	5/31/12	06/13/2012	MAY 31 2012 ACCOUNT 001363	101.41.1100.413.50025	75.01
LILLIE SUBURBAN NEWSPAPERS	5/31/12	06/13/2012	MAY 31 2012 ACCOUNT 001363	101.45.3200.419.50025	18.75
LILLIE SUBURBAN NEWSPAPERS	5/31/12	06/13/2012	MAY 31 2012 ACCOUNT 001363	101.41.1200.414.50025	73.50
LILLIE SUBURBAN NEWSPAPERS	5/31/12	06/13/2012	MAY 31 2012 ACCOUNT 001363	101.45.3200.419.50025	49.00
LILLIE SUBURBAN NEWSPAPERS	5/31/12	06/13/2012	MAY 31 2012 ACCOUNT 001363	101.45.3200.419.50025	21.88
LINK, DEB	6/6/12	06/13/2012	ART SUPPLIES FOR TUNNEL	101.44.6000.451.60066	387.78
LOWE'S	5/21/12	06/17/2012	ELAN CC 6/17/12	101.42.4200.423.60065	340.38
LOWE'S	6/2/12 821 3124 01995 8	06/13/2012	ACCOUNT 821 3124 019951 8	101.44.6000.451.60016	19.76
MELISSA NOTCH-KNEISL	6/13/12	06/20/2012	PLANNING FEE REIMBURSEMENT	101.45.0000.3413000	269.00
METROPOLITAN COUNCIL ENVIRON SRVCS	MAY 2012	06/20/2012	MAY 2012	101.41.0000.3414000	(23.65)
MINNEAPOLIS OXYGEN CO.	171039680	06/20/2012	113504	101.42.4200.423.40042	14.58
MINNEAPOLIS OXYGEN CO.	171039681	06/20/2012	113505	101.42.4200.423.40042	80.18
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0010504	06/15/2012	RICK JACKSON FEIN/TAXPAYER ID: 416005255	101.203.2032100	318.41
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0010505	06/15/2012	JUSTIN PARRANTO FEIN/TAXPAYER ID: 416005255	101.203.2032100	484.54
MN DEPT OF REVENUE	MAY 2012	06/14/2012	MAY 2012 SALES AND USE TAX PAYMENT	101.207.2070300	(0.46)
MN DEPT OF REVENUE	JUNE 2012 ACCELERATED	06/14/2012	JUNE 2012 ACCELERATED SALE AND USE TAX PAYMENT	101.207.2070300	24,155.00
MN DEPT OF REVENUE	MAY 2012	06/14/2012	MAY 2012 SALES AND USE TAX PAYMENT	101.42.4200.423.30700	10.31
MN DEPT OF REVENUE	MAY 2012	06/14/2012	MAY 2012 SALES AND USE TAX PAYMENT	101.42.4200.423.40040	5.87
MN DEPT OF REVENUE	MAY 2012	06/14/2012	MAY 2012 SALES AND USE TAX PAYMENT	101.41.1100.413.60040	5.63
MN DEPT OF REVENUE	MAY 2012	06/14/2012	MAY 2012 SALES AND USE TAX PAYMENT	101.207.2070300	45.27
MN DEPT OF REVENUE	INV0010555	06/15/2012	STATE WITHHOLDING	101.203.2030300	17,353.79
MN DEPT OF REVENUE	INV0010632	06/15/2012	STATE WITHHOLDING	101.203.2030300	43.24
MN FIRE SERVICE CERT BOARD	1429	06/13/2012	5/29/12	101.42.4200.423.30700	75.00
MN GLOVE & SAFETY, INC.	263448	06/20/2012	6/5/12	101.44.6000.451.60045	132.85
MN STATE FIRE CHIEFS ASSOCIATION	21	06/13/2012	2 MN FIRE CHIEF MAG. SUBSCRIPTION	101.42.4200.423.50070	30.00
MPELRA	8/15/12-8/17/12	06/20/2012	CONFERENCE 8/15/12-8/17/12	101.41.1100.413.50080	450.00
MTI DISTRIBUTING CO	843928-00	06/13/2012	5/18/12	101.44.6000.451.40047	274.46
NAPA OF INVER GROVE HEIGHTS	300304	06/13/2012	5/26/12	101.42.4200.423.60065	65.31
NATIONAL ASSOCIATION OF SCHOOL RESOURCE OFFICERS (RENEWAL 2012 - RYAN PRAIL	5/9/12	06/13/2012	ONE YEAR MEMBERSHIP NASRO RYAN PRAIL	101.42.4000.421.50070	40.00
OLD WORLD PIZZA	5/9/12	06/17/2012	ELAN CC 6/17/12	101.42.4000.421.60018	137.23
OPTUMHEALTH FINANCIAL SERVICES	INV0010548	06/15/2012	HSA ELECTION-SINGLE	101.203.2032500	2,189.30
OPTUMHEALTH FINANCIAL SERVICES	INV0010549	06/15/2012	HSA ELECTION-FAMILY	101.203.2032500	3,852.72
PERA	INV0010538	06/15/2012	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,494.63
PERA	INV0010540	06/15/2012	EMPLOYER SHARE (PERA COORDINATED PLAN)	101.203.2030600	15,591.45
PERA	INV0010541	06/15/2012	PERA COORDINATED PLAN	101.203.2030600	15,591.45
PERA	INV0010542	06/15/2012	EMPLOYER SHARE (PERA DEFINED PLAN)	101.203.2030600	44.23
PERA	INV0010543	06/15/2012	PERA DEFINED PLAN	101.203.2030600	44.23
PERA	INV0010544	06/15/2012	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	15,169.85
PERA	INV0010545	06/15/2012	PERA POLICE & FIRE PLAN	101.203.2030600	10,113.23
PERA	INV0010628	06/15/2012	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	11.12
PERA	INV0010629	06/15/2012	EMPLOYER SHARE (PERA COORDINATED PLAN)	101.203.2030600	69.53
PERA	INV0010630	06/15/2012	PERA COORDINATED PLAN	101.203.2030600	69.53
PINE BEND PAVING, INC.	237212	06/20/2012	5/31/12	101.43.5200.443.60016	1,622.67
PINE BEND PAVING, INC.	242112	06/20/2012	6/11/12	101.43.5200.443.60016	173.67
PX PRODUCTS CO	5884	06/13/2012	5/15/12	101.44.6000.451.60016	254.81
RCM SPECIALTIES, INC.	3418	06/20/2012	6/5/12	101.43.5200.443.40046	4,538.00
REINDERS, INC.	3013490-00	06/20/2012	CUSTOMER 336292	101.44.6000.451.60016	951.19
REINDERS, INC.	3013490-00	06/20/2012	CUSTOMER 336292	101.44.6000.451.60035	323.46
RIVER HEIGHTS CHAMBER OF COMMERCE	2567	06/13/2012	MEMBERSHIP RENEWAL	101.41.1100.413.50070	160.68
ROLLNRACK, LLC	12059	06/20/2012	5/30/12	101.42.4200.423.60040	4,800.00
ROLLNRACK, LLC	12062	06/13/2012	5/30/12	101.42.4200.423.60040	1,448.00
SA-AG INC	75674	06/20/2012	6/12/12	101.43.5200.443.60016	195.49
SAM'S CLUB	5/23/12 FIRE DEPT	06/13/2012	ACCOUNT 7715 0904 0133 4891	101.42.4200.423.60065	298.08

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SAM'S CLUB	5/23/12 FIRE DEPT	06/13/2012	ACCOUNT 7715 0904 0133 4891	101.42.4200.423.60011	30.78
SCHMELING, JOHN	6/13/12	06/20/2012	REIMBURSE-CAMCORDER	101.43.5100.442.60065	388.49
SENSIBLE LAND USE COALITION	6/27/12	06/13/2012	REGISTRATION ALLAN HUNTING	101.45.3200.419.50080	38.00
SKB ENVIRONMENTAL INC	74862	06/20/2012	CUST 580	101.44.6000.451.40025	193.97
SOUTH EAST TOWING	179252	06/13/2012	4/12/12	101.42.4000.421.60065	133.59
SPECIALIZED ARMAMENT WARE	5/20/12	06/17/2012	ELAN CC 6/17/12	101.42.4000.421.50080	400.00
SPRINT	378740559-020	06/13/2012	ACCOUNT 378740559	101.43.5100.442.50020	273.91
ST CROIX TREE SERVICE	72157	06/13/2012	5/16/12	101.44.6000.451.30700	427.50
STEENBERG, LUKE	6/11/12	06/20/2012	REIMBURSE-PARTS	101.42.4200.423.40042	34.39
STEENBERG, LUKE	6/14/12	06/20/2012	REIMBURSE- MILEAGE	101.42.4200.423.50065	22.20
T MOBILE	5/4/12 494910368	06/13/2012	ACCOUNT 494910368	101.43.5100.442.50020	49.99
TRACTOR SUPPLY CREDIT PLAN	66666	06/20/2012	5/17/12	101.44.6000.451.60016	28.89
TRACTOR SUPPLY CREDIT PLAN	73486	06/20/2012	5/22/12	101.44.6000.451.60040	18.19
TRACTOR SUPPLY CREDIT PLAN	68579	06/20/2012	6/7/12	101.43.5200.443.60016	171.38
TRACTOR SUPPLY CREDIT PLAN	75870	06/20/2012	6/11/12	101.43.5200.443.60040	37.46
TRAIL LIQUORS	5/7/12	06/17/2012	ELAN CC 6/17/12	101.42.4000.421.60018	428.79
TRAIL LIQUORS	5/7/12 B	06/17/2012	ELAN CC 6/17/12	101.42.4000.421.60018	17.68
TRI-MARK TIMBER, LLC	1068	06/13/2012	PLAYGROUND MATERIAL	101.44.6000.451.60016	5,771.25
TURITTO'S PIZZA	5/3/12	06/17/2012	ELAN CC 6/17/12	101.41.1100.413.50075	130.74
TURITTO'S PIZZA	5/29/12	06/17/2012	ELAN CC 6/17/12	101.41.1000.413.50075	69.87
UNIFORMS UNLIMITED	123807	06/13/2012	ACCOUNT T14866	101.42.4000.421.60045	61.22
UNIFORMS UNLIMITED	124330	06/20/2012	T14866	101.42.4000.421.60045	200.82
UNIFORMS UNLIMITED	124331	06/20/2012	T14866	101.42.4000.421.60045	482.88
UNITED WAY	INV0010553	06/15/2012	UNITED WAY	101.203.2031300	160.00
UNIVERSITY NATIONAL BANK	INV0010539	06/15/2012	STEVE HER FILE #62-CV-07-3401	101.203.2031900	391.94
USA MOBILITY WIRELESS INC	V0317409F	06/13/2012	ACCOUNT 0317409-1	101.42.4000.421.50020	4.89
VANDERHEYDEN LAW OFFICE, P.A.	INV0010503	06/15/2012	BRIAN HENDEL FILE #62-CV-08-11330	101.203.2031900	366.42
WAL-MART - IGH	5/6/12	06/17/2012	ELAN CC 6/17/12	101.42.4000.421.60018	26.96
WHAT WORKS INC	IGH12-03	06/20/2012	CONSULT	101.41.1100.413.30700	1,045.00
WHAT WORKS INC	IGH12-04	06/20/2012	COACHING	101.41.1100.413.30700	950.00
WIRTH PROPERTIES MANAGEMENT	651	06/13/2012	7305 CLEVE AVE	101.45.3000.419.30700	162.50
XCEL ENERGY	327796812	06/20/2012	51-6431857-4	101.42.4200.423.40020	193.78
XCEL ENERGY	327796812	06/20/2012	51-6431857-4	101.42.4200.423.40010	1,020.40

Fund: 101 - GENERAL FUND **337,237.60**

ENSEMBLE CREATIVE & MARKETING	IGH05292012	06/13/2012	APRIL 2012	201.44.1600.465.50025	2,115.09
ENSEMBLE CREATIVE & MARKETING	IGHCVB05292012	06/13/2012	POST CARDS 5/14 AND 5/18	201.44.1600.465.50030	2,778.49
ENSEMBLE CREATIVE & MARKETING	IGHCVB05292012	06/13/2012	POST CARDS 5/14 AND 5/18	201.44.1600.465.50035	3,352.22
EXPLORE MINNESOTA TOURISM	METRO	06/13/2012	2012 METRO ADVERTISING	201.44.1600.465.50025	3,500.00
LAKEVILLE AREA CHAMBER OF COMMERCE	19413	06/13/2012	MAY 23, 2012 GENERAL MEMBERSHIP LUNCHEON	201.44.1600.465.50075	20.00
SUSAN M STAUPE	6/13/12	06/20/2012	INITIAL PAYMENT	201.44.1600.465.30700	1,200.00

Fund: 201 - C.V.B. FUND **12,965.80**

ANDERSON, DIANE	6/14/12	06/20/2012	UNABLE TO ATTEND - REFUND	204.44.0000.3470000	133.00
BUDGET SIGN AND GRAPHICS	53294	06/20/2012	5/31/12	204.44.6100.452.60009	128.25
DICK'S SPORTING GOODS	5/11/12	06/17/2012	ELAN CC 6/17/12	204.44.6100.452.60009	105.07
DICK'S SPORTING GOODS	5/24/12	06/17/2012	ELAN CC 6/17/12	204.44.6100.452.60009	10.69
DICK'S SPORTING GOODS	5/24/12 b	06/17/2012	ELAN CC 6/17/12	204.44.6100.452.60009	10.69
DRKULAS 32 BOWL	5/7/12	06/17/2012	ELAN CC 6/17/12	204.44.6100.452.60009	50.00
EAGLE CLAW	6/15/12	06/17/2012	ELAN CC 6/17/12	204.44.6100.452.60009	20.00
FIRST IMPRESSION GROUP, THE	48765	06/20/2012	3022	204.44.6100.452.50030	281.20
GOTPRINT.COM	5/4/12	06/17/2012	ELAN CC 6/17/12	204.44.6100.452.60009	180.94
IGH SENIOR CLUB	6/6/12	06/13/2012	SENIOR CLUB LUNCH/MEMBERSHIPS	204.227.2271000	1,014.00
IGH/SSP COMMUNITY EDUCATION	6/6/12	06/13/2012	SENIOR TRIP MN TWINS SPAM MUSEUM	204.227.2271000	1,533.00
ITL PATCH COMPANY, INC.	30993	06/20/2012	12-2318	204.44.6100.452.60009	337.46
KRISTINE KROGMAN	6/12/12	06/20/2012	REFUND PROBLEM WITH SHELTER	204.44.0000.3470000	51.34
KRISTINE KROGMAN	6/12/12	06/20/2012	REFUND PROBLEM WITH SHELTER	204.207.2070300	3.66
MENARDS - WEST ST. PAUL	5/18/12	06/17/2012	ELAN CC 6/17/12	204.44.6100.452.60009	21.60
MENARDS - WEST ST. PAUL	5/31/12	06/17/2012	ELAN CC 6/17/12	204.44.6100.452.60009	21.69
METRO ATHLETIC SUPPLY	141858	06/20/2012	INV500	204.44.6100.452.60009	203.49
METRO ATHLETIC SUPPLY	141858	06/20/2012	INV500	204.44.6100.452.60009	23.03
MN DEPT OF REVENUE	MAY 2012	06/14/2012	MAY 2012 SALES AND USE TAX PAYMENT	204.44.6100.452.60009	2.22
MN DEPT OF REVENUE	MAY 2012	06/14/2012	MAY 2012 SALES AND USE TAX PAYMENT	204.44.6100.452.60009	18.28
MN DEPT OF REVENUE	MAY 2012	06/14/2012	MAY 2012 SALES AND USE TAX PAYMENT	204.44.6100.452.60009	11.38
MN DEPT OF REVENUE	MAY 2012	06/14/2012	MAY 2012 SALES AND USE TAX PAYMENT	204.207.2070300	628.37
NETKNACKS TENNIS AWARD	5/11/12	06/17/2012	ELAN CC 6/17/12	204.44.6100.452.60009	16.00
SOUTH ST PAUL UMPIRES ASSOC	MAY 2012	06/13/2012	MAY 2012	204.44.6100.452.30700	4,592.00
TAHO SPORTSWEAR	12TA0849	06/20/2012	5/10/12	204.44.6100.452.60045	17.51
TAHO SPORTSWEAR	12TA0832	06/20/2012	5/21/12	204.44.6100.452.60045	707.98
TAHO SPORTSWEAR	12TA0903	06/20/2012	5/21/12	204.44.6100.452.60045	30.26
TAHO SPORTSWEAR	12TA0903	06/20/2012	5/21/12	204.44.6100.452.60045	62.39
TAHO SPORTSWEAR	12TA0904	06/20/2012	5/21/12	204.44.6100.452.60045	52.92
TAHO SPORTSWEAR	12TA0939	06/20/2012	5/24/12	204.44.6100.452.60045	288.00
TAHO SPORTSWEAR	12TA0997	06/20/2012	5/24/12	204.44.6100.452.60045	78.11
TAHO SPORTSWEAR	12TA1123	06/20/2012	6/11/12	204.44.6100.452.60045	330.72
TENNIS WAREHOUSE	5/11/12	06/17/2012	ELAN CC 6/17/12	204.44.6100.452.60009	69.06
TENNIS WAREHOUSE	5/11/12	06/17/2012	ELAN CC 6/17/12	204.44.6100.452.60009	32.32

Fund: 204 - RECREATION FUND **11,066.63**

ACE PAINT & HARDWARE	511719/5	06/20/2012	5/23/12	205.44.6200.453.60011	3.21
AMERICAN RED CROSS - HEALTH & SAFETY SERVICES	10080561	06/20/2012	CUSTOMER 23193-11-60008LTS	205.44.6200.453.50070	255.00
AMERICAN RED CROSS - HEALTH & SAFETY SERVICES	10081371	06/20/2012	CUSTOMER 23193-11-6008LTS	205.44.6200.453.50070	145.00
AMERICAN RED CROSS - HEALTH & SAFETY SERVICES	10081380	06/20/2012	CUSTOMER 23193-11-6008LTS	205.44.6200.453.50070	180.00
AMERICAN RED CROSS - HEALTH & SAFETY SERVICES	10081397	06/20/2012	CUSTOMER 23193-11-6008LTS	205.44.6200.453.50070	80.00
AMERICAN RED CROSS - HEALTH & SAFETY SERVICES	10081410	06/20/2012	CUSTOMER 23193-11-6008LTS	205.44.6200.453.50070	10.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AMERICAN RED CROSS - HEALTH & SAFETY SERVICES	10081416	06/20/2012	CUSTOMER 23193-11-6008LTS	205.44.6200.453.50070	45.00
AMERICAN RED CROSS - HEALTH & SAFETY SERVICES	10081522	06/20/2012	CUSTOMER 23193-11-6008LTS	205.44.6200.453.50070	115.00
AMERICAN RED CROSS - HEALTH & SAFETY SERVICES	10084307	06/20/2012	CUSTOMER 23193-11-6008LTS	205.44.6200.453.50070	175.00
APEC	117731	06/20/2012	5/25/12	205.44.6200.453.60016	651.60
AQUA LOGIC, INC.	38999	06/20/2012	5/31/12	205.44.6200.453.40040	823.33
BIGSTOCK PHOTO	5/8/12	06/17/2012	ELAN CC 6/17/12	205.44.6200.453.60065	13.00
BURROWS REFRIGERATION	92215	06/20/2012	5/10/12	205.44.6200.453.40042	487.86
COMCAST	6/2/12 8772 10 591 0277033	06/20/2012	8772 10 591 0277033	205.44.6200.453.50070	81.95
COMDATA CORPORATION	6/1/12	06/13/2012	ACCOUNT RH172	205.44.6200.453.76050	3.50
COMDATA CORPORATION	6/1/12	06/13/2012	ACCOUNT RH172	205.44.6200.453.60065	2.92
CRESTLINE SPECIALTIES CO INC	5/10/12	06/17/2012	ELAN CC 6/17/12	205.44.6200.453.60065	123.44
CRESTLINE SPECIALTIES CO INC	5/11/12	06/17/2012	ELAN CC 6/17/12	205.44.6200.453.60065	573.23
CRESTLINE SPECIALTIES CO INC	5/22/12	06/17/2012	ELAN CC 6/17/12	205.44.6200.453.60065	378.98
CULLIGAN	5/31/12 VMCC	06/13/2012	ACCOUNT 157-01143890-8	205.44.6200.453.60016	700.68
CULLIGAN	5/31/12 VMCC	06/13/2012	ACCOUNT 157-01143890-8	205.44.6200.453.60016	175.16
FERRELLGAS	5000855969	06/13/2012	ACCOUNT 7757735	205.44.6200.453.60021	310.06
FIRST IMPRESSION GROUP, THE	48765	06/20/2012	3022	205.44.6200.453.50030	281.20
GARCIA, LAURA	6/1/12	06/13/2012	REIMBURSE - DRAGON DOOR PUB	205.44.6200.453.60040	118.69
GARTNER REFRIGERATION & MFG, INC	39603	06/20/2012	X3375	205.44.6200.453.40040	549.00
GARTNER REFRIGERATION & MFG, INC	13610	06/20/2012	S3375	205.44.6200.453.40040	1,897.00
GRAINGER	9843593063	06/20/2012	806460150	205.44.6200.453.60016	82.18
GRAINGER	9846256163	06/20/2012	806460150	205.44.6200.453.40040	84.70
GRAINGER	9846682822	06/20/2012	806460150	205.44.6200.453.60040	6.68
GRAINGER	9846682822	06/20/2012	806460150	205.44.6200.453.60040	6.68
HAWKINS, INC.	3344359	06/20/2012	1585419	205.44.6200.453.60024	1,045.35
HILLYARD INC	600254868	06/20/2012	274069	205.44.6200.453.60011	54.61
HILLYARD INC	600254868	06/20/2012	274069	205.44.6200.453.60011	54.61
HUEBSCH SERVICES	2898241	06/20/2012	92965	205.44.6200.453.40040	106.11
MAY, ALEXANDER	6/1/12 PAYROLL	06/13/2012	PAYROLL 6/1/12	205.44.6200.453.10300	81.22
MN DEPT OF REVENUE	MAY 2012	06/14/2012	MAY 2012 SALES AND USE TAX PAYMENT	205.207.2070300	7,910.42
MN DEPT OF REVENUE	MAY 2012	06/14/2012	MAY 2012 SALES AND USE TAX PAYMENT	205.44.6200.453.60065	0.89
MN DEPT OF REVENUE	MAY 2012	06/14/2012	MAY 2012 SALES AND USE TAX PAYMENT	205.44.6200.453.40040	8.32
MN DEPT OF REVENUE	MAY 2012	06/14/2012	MAY 2012 SALES AND USE TAX PAYMENT	205.44.6200.453.60065	65.46
MN DEPT OF REVENUE	MAY 2012	06/14/2012	MAY 2012 SALES AND USE TAX PAYMENT	205.44.6200.453.60065	8.55
MONEY MAILER OF THE TWIN CITIES	6804	06/20/2012	6/1/12	205.44.6200.453.50025	400.00
MRPA	7360	06/20/2012	REGISTRATION FEE	205.44.6200.453.70600	500.00
OFFICE MAX #462	5/30/12	06/17/2012	ELAN CC 6/17/12	205.44.6200.453.60065	25.26
PREMIER ELECTRICAL CORPORATION	55638	06/20/2012	JOB 71414	205.44.6200.453.40040	248.00
PUMP IT UP	6/11/12	06/11/2012	PUMP IT UP 65 KIDS	205.44.6200.453.50090	422.50
PUSH PEDAL PULL	0011209	06/20/2012	CUSTOMER 3603615	205.44.6200.453.40042	370.62
R & R SPECIALTIES OF WI, INC.	0050122-IN	06/20/2012	ORDER 0158061	205.44.6200.453.40042	50.23
R & R SPECIALTIES OF WI, INC.	0050117-IN	06/20/2012	6/13/12	205.44.6200.453.40042	33.50
RECREATION SUPPLY COMPANY	242537	06/20/2012	CUSTOMER M09501	205.44.6200.453.40040	607.05
ROACH, RICK	MAY 2012	06/13/2012	REIMBURSE - MAY 2012 EXPENSES	205.44.6200.453.50065	15.54
SCHINDLER ELEVATOR CORPORATION	8103209717	06/20/2012	BILLING ID 1077364	205.44.6200.453.40040	259.08
SPRUNG SERVICES	61398	06/20/2012	6/1/12	205.44.6200.453.40040	630.50
ST. CROIX VALLEY POPCORN LLC	81215141	06/20/2012	6/8/12	205.44.6200.453.76050	139.00
ST. CROIX VALLEY POPCORN LLC	81215141	06/20/2012	6/8/12	205.44.6200.453.60065	70.75
ST. CROIX VALLEY POPCORN LLC	81215818	06/20/2012	6/11/12	205.44.6200.453.76050	20.00
TAGTMEYER, ANN	5/6/12	06/13/2012	REIMBURSE-NETA HIIT	205.44.6200.453.50070	22.72
TAHO SPORTSWEAR	12TA0749	06/20/2012	5/14/12	205.44.6200.453.60045	88.20
TAHO SPORTSWEAR	12TA0749	06/20/2012	5/14/12	205.44.6200.453.60045	719.50
TAHO SPORTSWEAR	12TA0940	06/13/2012	5/14/12	205.44.6200.453.60045	51.90
TAHO SPORTSWEAR	12TA0829	06/20/2012	6/5/12	205.44.6200.453.60045	560.80
VANCO SERVICES LLC	00005078155	06/20/2012	MAY 2012	205.44.6200.453.70600	70.50
XCEL ENERGY	327614558	06/20/2012	51-6867948-7	205.44.6200.453.40010	3,218.57
XCEL ENERGY	327614558	06/20/2012	51-6867948-7	205.44.6200.453.40010	868.26
XCEL ENERGY	327614558	06/20/2012	51-6867948-7	205.44.6200.453.40020	7,209.43
XCEL ENERGY	327614558	06/20/2012	51-6867948-7	205.44.6200.453.40020	11,785.35
ZUMBA	5/21/12	06/17/2012	ELAN CC 6/17/12	205.44.6200.453.50070	30.00
Fund: 205 - COMMUNITY CENTER					46,112.85
LEVANDER, GILLEN & MILLER P.A.	MAY 31 2012 81000E	06/13/2012	MAY 31, 2012 81000E	290.45.3000.419.30420	36.00
Fund: 290 - EDA					36.00
EHLERS AND ASSOCIATES, INC.	63049	06/13/2012	PERMIT INVOICE 7263	350.57.9000.570.30150	4,000.00
Fund: 350 - G.O. SEWER REVENUE 2007C					4,000.00
EHLERS AND ASSOCIATES, INC.	63060	06/13/2012	ARBITRAGE MONITORING SERVICES GO EQUIPMENT CERT	351.57.9000.570.30150	3,195.00
Fund: 351 - G.O. EQUIP. CERT. 2008B					3,195.00
EHLERS AND ASSOCIATES, INC.	63055	06/13/2012	ARBITRAGE MONITORING SERVICES GO IMPR BONDS	352.57.9000.570.30150	3,500.00
Fund: 352 - G.O. IMPROVEMENT 2008A					3,500.00
EHLERS AND ASSOCIATES, INC.	63070	06/20/2012	ARBITRAGE MONITORING SERVICES	353.57.9000.570.30150	3,390.00
WELLS FARGO BANK	861534	06/13/2012	INVE609AGOCI MN GO CAP IMP BDS 09A	353.57.9000.570.90300	400.00
Fund: 353 - G.O. CAP IMPR BONDS 2009A					3,790.00
EHLERS AND ASSOCIATES, INC.	63069	06/13/2012	ARBITRAGE MONITORING SERVICES GO SEWER REV BONDS	354.57.9000.570.30150	2,000.00
Fund: 354 - GO SEWER REV BONDS 2010A					2,000.00
EHLERS AND ASSOCIATES, INC.	63079	06/20/2012	ARBITRAG MONITORING SERVICES	356.57.9000.570.30150	674.00
Fund: 356 - G.O.PIR REFUNDING 2010C					674.00
EHLERS AND ASSOCIATES, INC.	63079	06/20/2012	ARBITRAG MONITORING SERVICES	357.57.9000.570.30150	326.00
Fund: 357 - G.O. WMTD REF BONDS 2010C					326.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BRAUER & ASSOCIATES LTD	1203017	06/20/2012	HERITAGE VILLAGE PARK	402.44.6000.451.30700	3,466.38
Fund: 402 - PARK ACQ. & DEV. FUND					3,466.38
METROPOLITAN COUNCIL ENVIRON SRVCS	MAY 2012	06/20/2012	MAY 2012	404.217.2170000	2,365.00
Fund: 404 - SEWER CONNECTION FUND					2,365.00
LEVANDER, GILLEN & MILLER P.A.	MAY 31 2012 81000E	06/13/2012	MAY 31, 2012 81000E	421.72.5900.721.30420	306.00
METZEN APPRAISALS	1/4/12 CITY PROJECT 2001-12	06/13/2012	CITY PROJECT 2001-12	421.72.5900.721.30700	450.00
Fund: 421 - 2001 IMPROVEMENT FUND					756.00
STANTEC CONSULTING SERVICES INC.	595083	06/20/2012	92607	424.72.5900.724.30300	62.50
Fund: 424 - 2004 IMPROVEMENT FUND					62.50
SHORT ELLIOTT HENDRICKSON, INC.	257019	06/20/2012	4340	426.72.5900.726.30300	14,662.50
Fund: 426 - 2006 IMPROVEMENT FUND					14,662.50
LEVANDER, GILLEN & MILLER P.A.	MAY 31 2012 81000E	06/13/2012	MAY 31, 2012 81000E	428.72.5900.728.30420	54.00
Fund: 428 - 2008 IMPROVEMENT FUND					54.00
EMMONS & OLIVIER RESOURCES	00095-0027-14	06/13/2012	JOB 00095-0027	429.72.5900.729.30300	89.25
Fund: 429 - 2009 IMPROVEMENT FUND					89.25
TOTAL CONSTRUCTION & EQUIP.	FINAL PAY VOUCHER NO. 2	06/20/2012	FINAL PAY VOUCHER NO. 2	430.73.5900.730.80300	783.75
Fund: 430 - 2010 IMPROVEMENT FUND					783.75
BRAUN INTERTEC CORPORATION	351843	06/13/2012	PROJECT BL-09-03906E	431.73.5900.731.30340	255.25
CASTAWAYS MARINA	6/4/12	06/13/2012	WASHING SLIPS	431.73.5900.731.30700	2,500.00
DAKOTA CTY TRANSPORTATION	7086	06/13/2012	PERMIT INVOICE 7086 - MIKE EDWARDS	431.73.5900.731.70600	125.00
EHLERS AND ASSOCIATES, INC.	344685	06/20/2012	ORCAHRD TRAILS SW DISTRICT	431.73.5900.731.30150	1,998.75
HANCE UTILITY SERVICES INC	18725	06/20/2012	5/25/12	431.73.5900.731.30700	180.00
LEVANDER, GILLEN & MILLER P.A.	MAY 31 2012 81000E	06/13/2012	MAY 31, 2012 81000E	431.73.5900.731.30420	1,880.10
SHORT ELLIOTT HENDRICKSON, INC.	256396	06/13/2012	CLIENT 4340	431.73.5900.731.30300	11,938.77
ST CROIX TREE SERVICE	72460	06/13/2012	5/22/12	431.73.5900.731.80100	1,207.69
Fund: 431 - 2011 IMPROVEMENT FUND					20,085.56
HD SUPPLY WATERWORKS LTD	4825283	06/13/2012	ACCOUNT 099872	432.73.5900.732.80300	1,233.49
MN PIPE & EQUIPMENT	0283359	06/20/2012	CUSTOMER 2195	432.73.5900.732.80300	711.20
MN PIPE & EQUIPMENT	0283493	06/20/2012	CUSTOMER 2195	432.73.5900.732.80300	46.93
SPS COMPANIES, INC.	52548544.001	06/13/2012	3917	432.73.5900.732.80300	1,837.37
Fund: 432 - 2012 IMPROVEMENTS					3,828.99
AMERICAN ENGINEERING TESTING, INC.	54371	06/13/2012	CUSTOMER INV001	440.74.5900.740.30340	7,012.00
AMERICAN ENGINEERING TESTING, INC.	54518	06/13/2012	INV001	440.74.5900.740.30340	2,710.60
LILLIE SUBURBAN NEWSPAPERS	5/31/12	06/13/2012	MAY 31 2012 ACCOUNT 001363	440.74.5900.740.50025	315.63
Fund: 440 - PAVEMENT MANAGEMENT PROJ					10,038.23
DAKOTA CTY TRANSPORTATION	7263	06/13/2012	PERMITE INVOICE 7263	446.74.5900.746.70600	125.00
EMMONS & OLIVIER RESOURCES	00095-0034-2	06/13/2012	SERVICES MARCH 1 - 31 2012	446.74.5900.746.30300	620.00
EMMONS & OLIVIER RESOURCES	00095-0027-14	06/13/2012	JOB 00095-0027	446.74.5900.746.30300	89.25
SGC HORIZON LLC	67729	06/13/2012	172800-153693	446.74.5900.746.50025	218.75
Fund: 446 - NW AREA					1,053.00
BARR ENGINEERING COMPANY	23190218.00-200 B	06/13/2012	PROFESSIONAL SERVICES FEB 25 - MAR 23 2012	451.75.5900.751.30700	5,805.00
Fund: 451 - HOST COMMUNITY FUND					5,805.00
ACE PAINT & HARDWARE	511287/5	06/20/2012	4/19/12	501.50.7100.512.60016	12.81
ACE PAINT & HARDWARE	511394/5	06/20/2012	4/26/12	501.50.7100.512.60016	8.55
CITY OF BLOOMINGTON	5/1/12-5/31/12	06/20/2012	5/1/12-5/31/12	501.50.7100.512.30700	400.00
ESCH CONSTRUCTION SUPPLY INC.	470897	06/20/2012	6/4/12	501.50.7100.512.60040	1,372.28
GARTZKE CONSTRUCTION INC	9921	06/20/2012	HYDRANT REPAIR	501.50.7100.512.40043	640.00
HAWKINS, INC.	3347691	06/20/2012	1571776	501.50.7100.512.60019	20,221.30
HAWKINS, INC.	3350114	06/20/2012	1591429	501.50.7100.512.60019	27.50
HD SUPPLY WATERWORKS LTD	4873366	06/20/2012	099872	501.50.7100.512.75500	241.29
LAKELAND ENGINEERING EQUIPMENT CO.	12250332-01	06/20/2012	LINV01	501.50.7100.512.40042	107.79
LAKELAND ENGINEERING EQUIPMENT CO.	12250332-02	06/20/2012	LINV01	501.50.7100.512.40042	759.67
MN DEPT OF HEALTH	4/1/12-6/30/12	06/13/2012	4/1/12-6/30/12 SYSTEM 1190014	501.207.2070100	11,719.00
MN DEPT OF REVENUE	MAY 2012	06/14/2012	MAY 2012 SALES AND USE TAX PAYMENT	501.207.2070300	(2,510.75)
MN DEPT OF REVENUE	MAY 2012	06/14/2012	MAY 2012 SALES AND USE TAX PAYMENT	501.207.2070200	4,958.88
MN GLOVE & SAFETY, INC.	263596	06/20/2012	6/12/12	501.50.7100.512.60045	130.97
MTI DISTRIBUTING CO	847740-00	06/20/2012	CUST 91180	501.50.7100.512.60016	109.27
PLANT & FLANGED EQUIPMENT COMPANY	0059097-IN	06/20/2012	INV5000	501.50.7100.512.40042	312.09
STANTEC CONSULTING SERVICES INC.	595084	06/20/2012	92607	501.50.7100.512.30300	1,562.50
TOTAL CONSTRUCTION & EQUIP.	54125	06/20/2012	CIT001	501.50.7100.512.40040	790.38
US POSTMASTER - EAGAN	6/13/12 POSTAGE	06/13/2012	POSTAGE	501.50.7100.512.50035	2,216.52
WAGNER'S SOD CO, INC	12-1930	06/20/2012	6/4/12	501.50.7100.512.60016	37.80
XCEL ENERGY	328168741	06/20/2012	51-6098709-7	501.50.7100.512.40020	10,734.54
XCEL ENERGY	328168741	06/20/2012	51-6098709-7	501.50.7100.512.40010	187.28
Fund: 501 - WATER UTILITY FUND					54,039.67
DAKOTA CTY TREASURER	MAY 2012	06/20/2012	MAY 2012	502.207.2070100	120.00
METROPOLITAN COUNCIL	990880	06/13/2012	CUSTOMER 5084	502.51.7200.514.40015	120,470.15
XCEL ENERGY	328168741	06/20/2012	51-6098709-7	502.51.7200.514.40020	903.12
Fund: 502 - SEWER UTILITY FUND					121,493.27
ACE PAINT & HARDWARE	511357/5	06/13/2012	4/24/12	503.52.8400.525.40041	19.23
ACE PAINT & HARDWARE	511818/5	06/13/2012	6/1/12	503.52.8600.527.40040	25.14
ACE PAINT & HARDWARE	511848/5	06/13/2012	6/4/12	503.52.8000.521.60065	105.64
ACE PAINT & HARDWARE	511928/5	06/13/2012	6/8/12	503.52.8400.525.40041	6.40
ACE PAINT & HARDWARE	511969/5	06/20/2012	6/12/12	503.52.8600.527.60008	12.79
ALL STAR PRO GOLF, INC.	224862	06/13/2012	ACCT 210365	503.52.8200.523.76400	367.60

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ARCTIC GLACIER, INC.	381215100	06/13/2012	ACCOUNT 1726134	503.52.8300.524.60065	100.36
ARCTIC GLACIER, INC.	459215413	06/13/2012	ACCOUNT 1726134	503.52.8300.524.60065	127.96
ARCTIC GLACIER, INC.	385215803	06/13/2012	ACCOUNT 1726134	503.52.8300.524.60065	100.36
ARCTIC GLACIER, INC.	463216200	06/13/2012	ACCOUNT 1726134	503.52.8300.524.60065	180.40
ARCTIC GLACIER, INC.	385216500	06/20/2012	1726134	503.52.8300.524.60065	67.24
COCA COLA BOTTLING COMPANY	0178518213	06/13/2012	6/7/12	503.52.8300.524.76100	851.52
COCA COLA BOTTLING COMPANY	0118499908	06/20/2012	6/14/12	503.52.8300.524.76100	938.18
COLLEGE CITY BEVERAGE	305350	06/13/2012	5/31/12	503.52.8300.524.76150	96.00
COLLEGE CITY BEVERAGE	306811	06/13/2012	CUSTOMER 03592	503.52.8300.524.76150	611.00
COLLEGE CITY BEVERAGE	308174	06/20/2012	6/14/12	503.52.8300.524.76150	404.80
CUB FOODS	5/9/12	06/17/2012	ELAN CC 6/17/12	503.52.8300.524.76050	12.12
CUB FOODS	5/11/12	06/17/2012	ELAN CC 6/17/12	503.52.8300.524.76050	17.26
DAKOTA ELECTRIC ASSN	5/24/12 201360-5	06/13/2012	ACCOUNT 201360-5	503.52.8600.527.40020	197.66
DRAFT TECHNOLOGIES	0611127J	06/20/2012	CLEANING	503.52.8300.524.40042	40.00
FAST SIGNS	190-61503	06/13/2012	8 SIGNS	503.52.8500.526.60065	101.91
G & K SERVICES	1182768514	06/13/2012	6/4/12	503.52.8600.527.60045	136.66
G & K SERVICES	1182779469	06/20/2012	17194	503.52.8600.527.60045	142.88
GEMPLER'S INC.	1018886091	06/20/2012	SC09633489	503.52.8600.527.60008	124.11
GERLACH OUTDOOR POWER EQUIP	185162	06/20/2012	4570585	503.52.8100.522.40042	110.54
GRANDMA'S BAKERY	238841	06/13/2012	5/30/12	503.52.8300.524.76050	35.65
GRANDMA'S BAKERY	239154	06/13/2012	5/31/12	503.52.8300.524.76050	38.54
GRANDMA'S BAKERY	239473	06/13/2012	6/1/12	503.52.8300.524.76050	46.41
GRANDMA'S BAKERY	239789	06/13/2012	6/2/12	503.52.8300.524.76050	41.43
GRANDMA'S BAKERY	240062	06/13/2012	6/3/12	503.52.8300.524.76050	44.33
GRANDMA'S BAKERY	240323	06/13/2012	6/4/12	503.52.8300.524.76050	35.60
GRANDMA'S BAKERY	240608	06/13/2012	6/5/12	503.52.8300.524.76050	35.65
GRANDMA'S BAKERY	240929	06/13/2012	6/6/12	503.52.8300.524.76050	38.54
GRANDMA'S BAKERY	241222	06/13/2012	6/7/12	503.52.8300.524.76050	38.54
GRANDMA'S BAKERY	241529	06/13/2012	6/8/12	503.52.8300.524.76050	41.38
GRANDMA'S BAKERY	241836	06/20/2012	6/9/12	503.52.8300.524.76050	44.24
GRANDMA'S BAKERY	242134	06/20/2012	6/10/12	503.52.8300.524.76050	44.24
GRANDMA'S BAKERY	242391	06/20/2012	6/11/12	503.52.8300.524.76050	38.53
GRANDMA'S BAKERY	242670	06/20/2012	6/12/12	503.52.8300.524.76050	38.51
GRANDMA'S BAKERY	242984	06/20/2012	24400	503.52.8300.524.76050	38.51
GRANDMA'S BAKERY	243264	06/20/2012	24400	503.52.8300.524.76050	38.51
GREAT NORTHERN BUILDERS LLC	6/12/12	06/20/2012	COMFORT STATION BUILDINGS	503.52.8600.527.80200	3,000.00
HEGGIES PIZZA	1043158	06/13/2012	CUSTOMER 1708	503.52.8300.524.76050	104.50
HEGGIES PIZZA	1043577	06/20/2012	1708	503.52.8300.524.76050	99.20
HOME DEPOT	5/9/12	06/17/2012	ELAN CC 6/17/12	503.52.8500.526.60065	60.00
HOME DEPOT	5/21/12	06/17/2012	ELAN CC 6/17/12	503.52.8500.526.60065	2.12
JOHN DEERE LANDSCAPES/LESCO	61564300	06/20/2012	65531518	503.52.8600.527.60008	547.73
JOHN DEERE LANDSCAPES/LESCO	61564419	06/20/2012	65531698	503.52.8600.527.40042	42.75
KSTP-AM	CC-1120599529	06/13/2012	CONTRACT#53506	503.52.8500.526.50025	800.00
LEITNER COMPANY	207285/207355/207354	06/20/2012	MAY 2012	503.52.8600.527.60020	1,316.49
M. AMUNDSON LLP	132415	06/13/2012	CUSTOMER 902858	503.52.8300.524.76050	191.75
M. AMUNDSON LLP	132747	06/13/2012	CUSTOMER 902858	503.52.8300.524.76050	196.00
M. AMUNDSON LLP	133149	06/20/2012	902858	503.52.8300.524.76050	240.05
MN DEPT OF REVENUE	MAY 2012	06/14/2012	MAY 2012 SALES AND USE TAX PAYMENT	503.52.8600.527.60018	3.09
MN DEPT OF REVENUE	MAY 2012	06/14/2012	MAY 2012 SALES AND USE TAX PAYMENT	503.207.2070300	15,538.81
MN GOLF ASSOCIATION, INC.	5/15/12 45-0413-02	06/13/2012	45-0413-02 5/15/12	503.52.8000.521.70250	2,882.00
MN GOLF ASSOCIATION, INC.	5/15/12 45-0413-03	06/13/2012	45-0413-03 5/15/12	503.52.8000.521.70250	1,892.00
MN GOLF ASSOCIATION, INC.	5/15/12 45-0413-05	06/13/2012	45-0413-05 5/15/12	503.52.8000.521.70250	88.00
MTI DISTRIBUTING CO	832386-00	06/20/2012	402307	503.52.8600.527.40042	106.21
MTI DISTRIBUTING CO	833630-00	06/20/2012	402307	503.52.8600.527.40042	5.37
MTI DISTRIBUTING CO	833630-01	06/20/2012	402307	503.52.8600.527.40042	177.40
MTI DISTRIBUTING CO	832590-00	06/20/2012	402307	503.52.8600.527.40042	(198.62)
NAPA OF INVER GROVE HEIGHTS	297170	06/13/2012	5/1/12	503.52.8600.527.40042	3.20
NAPA OF INVER GROVE HEIGHTS	298123	06/13/2012	5/9/12	503.52.8600.527.60022	51.16
NIKE USA, INC.	941419461	06/13/2012	CUSTOMER 79282	503.52.8200.523.76350	502.65
OFFICE MAX #462	5/29/12	06/17/2012	ELAN CC 6/17/12	503.52.8000.521.60010	40.15
PIONEER PRESS	0512520544	06/13/2012	5/1/12-5/31/12 520544	503.52.8500.526.50025	1,825.00
REINDERS, INC.	3110374-00	06/20/2012	326799	503.52.8600.527.60035	139.03
SCHAEFFER MFG CO	HV1815-INV1	06/20/2012	2237881	503.52.8600.527.60022	1,039.75
SHERWIN-WILLIAMS	0E00967774A3096	06/20/2012	6682-5453-5	503.52.8600.527.40040	102.81
TDS METROCOM	6/13/12 651 457 3667	06/20/2012	651 457 3667	503.52.8500.526.50020	261.76
TWIN CITY SEED COMPANY	27831	06/20/2012	6/1/12	503.52.8600.527.60020	1,028.99
US FOODSERVICE	3829958	06/13/2012	ACCOUNT 03805983	503.52.8300.524.76050	71.80
US FOODSERVICE	3766862	06/13/2012	ACCOUNT 03805983	503.52.8300.524.76050	494.02
US FOODSERVICE	3766862	06/13/2012	ACCOUNT 03805983	503.52.8300.524.60065	219.02
US FOODSERVICE	3889585	06/13/2012	ACCOUNT 03805983	503.52.8300.524.76050	29.55
US FOODSERVICE	3872683	06/13/2012	ACCOUNT 03805983	503.52.8300.524.76050	462.95
US FOODSERVICE	3872683	06/13/2012	ACCOUNT 03805983	503.52.8300.524.60065	71.77
US FOODSERVICE	3996246	06/20/2012	ACCOUNT 03805983	503.52.8300.524.60065	396.16
US FOODSERVICE	3996246	06/20/2012	ACCOUNT 03805983	503.52.8300.524.76050	760.18
US POSTMASTER - IGH	5/8/12	06/17/2012	ELAN CC 6/17/12	503.52.8500.526.60065	0.85
VERIZON WIRELESS	2746728691	06/13/2012	ACCOUNT 480568913-00001	503.52.8500.526.50020	8.78
WIRTZ BEVERAGE MN BEER INC	910511	06/20/2012	75606	503.52.8300.524.76150	112.50
XCEL ENERGY	326919866	06/13/2012	ACCOUNT 51-5754364-1	503.52.8600.527.40010	39.30
XCEL ENERGY	326919866	06/13/2012	ACCOUNT 51-5754364-1	503.52.8500.526.40010	40.74
XCEL ENERGY	326919866	06/13/2012	ACCOUNT 51-5754364-1	503.52.8500.526.40020	1,088.01
YOCUM OIL COMPANY, INC.	495027	06/20/2012	506975	503.52.8400.525.60021	1,523.72

Fund: 503 - INVER WOOD GOLF COURSE

42,945.07

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACE PAINT & HARDWARE	511837/5	06/20/2012	6/4/12	603.00.5300.444.60012	17.01
ACE PAINT & HARDWARE	511905/5	06/20/2012	6/7/12	603.00.5300.444.60040	3.21
ACE PAINT & HARDWARE	511970/5	06/20/2012	6/12/12	603.00.5300.444.60012	23.47
ALTERNATORS STARTERS & PARTS INC	A31906	06/20/2012	6/12/12	603.00.5300.444.40041	269.93
ALTERNATORS STARTERS & PARTS INC	A32101	06/20/2012	6/14/12	603.00.5300.444.40041	85.69
ARAMARK UNIFORM SERVICES	629-7511850	06/20/2012	6/6/12	603.00.5300.444.40065	68.12
ARAMARK UNIFORM SERVICES	629-7511850	06/20/2012	6/6/12	603.00.5300.444.60045	23.18
ARAMARK UNIFORM SERVICES	629-7516704	06/20/2012	6/13/12	603.00.5300.444.40065	68.12
ARAMARK UNIFORM SERVICES	629-7516704	06/20/2012	6/13/12	603.00.5300.444.60045	37.00
CARQUEST AUTO PARTS STORES	1596-177004	06/20/2012	614420	603.00.5300.444.40041	66.65
CARQUEST AUTO PARTS STORES	1596-177020	06/20/2012	614420	603.00.5300.444.40041	19.99
CARQUEST AUTO PARTS STORES	1596-177169	06/20/2012	614420	603.00.5300.444.60012	81.48
CARQUEST AUTO PARTS STORES	1596-177169	06/20/2012	614420	603.140.1450050	19.22
CARQUEST AUTO PARTS STORES	1596-177257	06/20/2012	614420	603.140.1450050	26.84
CARQUEST AUTO PARTS STORES	1596-177288	06/20/2012	614420	603.140.1450050	159.24
CARQUEST AUTO PARTS STORES	1596-177330	06/20/2012	614420	603.00.5300.444.60040	18.80
CARQUEST AUTO PARTS STORES	1596-177601	06/20/2012	614420	603.00.5300.444.40041	97.25
CARQUEST AUTO PARTS STORES	1596-177681	06/20/2012	614420	603.140.1450050	40.69
CARQUEST AUTO PARTS STORES	1596-177714	06/20/2012	614420	603.140.1450050	2.49
CARQUEST AUTO PARTS STORES	1596-177274	06/20/2012	614420	603.140.1450050	5.37
CENTENNIAL GLASS	W00002719	06/20/2012	6/12/12	603.00.5300.444.40041	203.24
GRAINGER	9851220161	06/20/2012	806460150	603.00.5300.444.40041	22.06
HANCO CORPORATION	623709	06/20/2012	428115	603.00.5300.444.40041	494.19
INVER GROVE FORD	6094073/1	06/20/2012	2010 FORD ESCAPE	603.00.5300.444.40041	444.99
INVER GROVE FORD	5088869	06/20/2012	6/8/12	603.00.5300.444.40041	19.89
INVER GROVE FORD	5088875	06/20/2012	6/8/12	603.00.5300.444.40041	527.76
KIMBALL MIDWEST	2466331	06/20/2012	222006	603.00.5300.444.60012	458.37
KREMER SERVICES LLC	0000018465	06/20/2012	WO 21987	603.00.5300.444.40041	100.24
MACQUEEN EQUIPMENT INC	2122964	06/20/2012	5/3/12	603.00.5300.444.40041	151.54
METRO JANITORIAL SUPPLY INC	11011537	06/20/2012	6/15/12	603.00.5300.444.60012	148.96
MINNESOTA PETROLEUM SERVICE	87673	06/20/2012	6/8/12	603.00.5300.444.40040	610.25
MN DEPT OF REVENUE	MAY 2012	06/14/2012	MAY 2012 SALES AND USE TAX PAYMENT	603.00.5300.444.60065	2.21
MN DEPT OF REVENUE	MAY 2012	06/14/2012	MAY 2012 SALES AND USE TAX PAYMENT	603.00.5300.444.60012	1.53
POMP'S TIRE SERVICE, INC.	45000513	06/20/2012	4502557	603.00.5300.444.40041	162.35
POMP'S TIRE SERVICE, INC.	210006688	06/20/2012	CUSTOMER 4502557	603.00.5300.444.40041	93.04
R & R CARPET SERVICE	1972	06/20/2012	5/8/12	603.00.5300.444.40065	41.15
R & R CARPET SERVICE	2126	06/20/2012	5/22/12	603.00.5300.444.40065	41.15
SHERWIN-WILLIAMS	3732-4	06/20/2012	ACCOUNT 6682-5453-5	603.00.5300.444.40040	215.31
SHERWIN-WILLIAMS	3745-6	06/20/2012	ACCOUNT 6682-5453-5	603.00.5300.444.40040	20.88
SOUTH EAST TOWING	177490	06/20/2012	2/5/12	603.00.5300.444.40041	160.31
TITAN MACHINERY	3/30/12	04/20/2012	COUNTER TICKET 9C05380	603.00.5300.444.40041	20.73
TITAN MACHINERY	4/4/12	04/20/2012	ORDER 9I01128	603.00.5300.444.40041	11.76
TITAN MACHINERY	CM0000209	04/20/2012	COUNTER TICKET 9C05498	603.00.5300.444.40041	(234.29)
TITAN MACHINERY	9C06454	06/20/2012	9INV02	603.00.5300.444.40041	497.13
TOTAL CONSTRUCTION & EQUIP.	54117	06/20/2012	CIT001	603.00.5300.444.40040	638.68
TOTAL CONSTRUCTION & EQUIP.	54121	06/20/2012	5/31/12	603.00.5300.444.40040	1,081.71
TOTAL CONSTRUCTION & EQUIP.	54122	06/20/2012	CIT001	603.00.5300.444.40040	836.51
TRACTOR SUPPLY CREDIT PLAN	74909	06/20/2012	6/4/12	603.00.5300.444.40040	44.17
TRENCHERS PLUS, INC.	IT75717 B	06/13/2012	IT75717	603.00.5300.444.40041	100.21
YOCUM OIL COMPANY, INC.	5/29/12	06/20/2012	5/29/12 GAS AT YOCUMS HOLIDAY IGH LOCATION	603.00.5300.444.60021	254.55
YOCUM OIL COMPANY, INC.	492462	06/20/2012	502860	603.140.1450060	6,499.08
YOCUM OIL COMPANY, INC.	495018	06/20/2012	502860	603.140.1450060	5,670.18
YOCUM OIL COMPANY, INC.	495020	06/20/2012	502860	603.140.1450060	11,967.20
ZIEGLER INC	SW000164274	06/20/2012	4069900	603.00.5300.444.40041	1,086.05

Fund: 603 - CENTRAL EQUIPMENT

33,526.84

AMAZON.COM	5/18/12	06/17/2012	ELAN CC 6/17/12	604.00.2200.416.60010	51.50
MN DEPT OF REVENUE	MAY 2012	06/14/2012	MAY 2012 SALES AND USE TAX PAYMENT	604.00.2200.416.60010	3.54
OFFICE MAX #462	5/30/12 B	06/17/2012	ELAN CC 6/17/12	604.00.2200.416.60010	52.56

Fund: 604 - CENTRAL STORES

107.60

BETTS, BETH	1051	06/13/2012	SPRING PLANTING 6 CONTAINERS	605.00.7500.460.30700	446.74
BLOOMINGTON ELECTRIC CO.	00032348	06/13/2012	WO 8745	605.00.7500.460.40040	229.00
HOME DEPOT CREDIT SERVICES	6/7/12 6035 3220 1712 8343	06/20/2012	6035 3220 1712 8343	605.00.7500.460.60016	70.90
INTEGRA TELECOM	9670740	06/13/2012	ACCOUNT 880409	605.00.7500.460.50020	106.62
LONE OAK COMPANIES	55395	06/20/2012	MAILING	605.00.7500.460.50035	454.72
MN DEPT OF REVENUE	MAY 2012	06/14/2012	MAY 2012 SALES AND USE TAX PAYMENT	605.00.7500.460.60016	5.92
US POSTMASTER - IGH	5/8/12 B	06/17/2012	ELAN CC 6/17/12	605.00.7500.460.50035	5.30
WALKER DISPLAY INC	5/11/12	06/17/2012	ELAN CC 6/17/12	605.00.7500.460.60040	982.27

Fund: 605 - CITY FACILITIES

2,301.47

LOGISOLVE LLC	43195	06/13/2012	SUPPORT 5/31/12	606.00.1400.413.30700	1,491.00
MACSDSIGN STUDIO LLC	5/26/12	06/17/2012	ELAN CC 6/17/12	606.00.1400.413.60042	1,676.00
MN DEPT OF REVENUE	MAY 2012	06/14/2012	MAY 2012 SALES AND USE TAX PAYMENT	606.00.1400.413.60042	115.26
OFFICE OF ENTERPRISE TECHNOLOGY	DV12050432	06/13/2012	CUSTOMER 200B00171	606.00.1400.413.30750	311.81
RADIO SHACK	5/12/12	06/17/2012	ELAN CC 6/17/12	606.00.1400.413.60040	123.75

Fund: 606 - TECHNOLOGY FUND

3,717.82

BYERLY'S	5/2/12	06/17/2012	ELAN CC 6/17/12	702.229.2290200	74.93
CAPSTONE HOMES	6/6/12 RECEIPT#10716	06/13/2012	BL-09-03906E	702.229.2299800	2,500.00
CAPSTONE HOMES	6/6/12 RECEIPT#11659	06/13/2012	RECEIPT#11659	702.229.2299800	2,500.00
CAPSTONE HOMES	6/6/12 RECEIPT#17052	06/13/2012	RECEIPT#17052	702.229.2299800	2,500.00
CAPSTONE HOMES	6/6/12 RECEIPT#21916	06/13/2012	RECEIPT#21916	702.229.2299800	2,500.00
CUB FOODS	5/2/12	06/17/2012	ELAN CC 6/17/12	702.229.2290200	204.97
EMMONS & OLIVIER RESOURCES	00095-0034-2	06/13/2012	MONITORING SERVICES	702.229.2282200	527.50
EMMONS & OLIVIER RESOURCES	00095-0035-2	06/13/2012	PROFESSIONAL SERVICES MARCH 1 - 31 2012	702.229.2282200	6,662.24

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
EMMONS & OLIVIER RESOURCES	00095-0035-2	06/13/2012	PROFESSIONAL SERVICES MARCH 1 - 31 2012	702.229.2284600	1,008.75
EMMONS & OLIVIER RESOURCES	00095-0035-3	06/13/2012	PROFESSIONAL SERVICES APRIL 1 - 30 2012	702.229.2284600	940.00
EMMONS & OLIVIER RESOURCES	00095-0035-3	06/13/2012	PROFESSIONAL SERVICES APRIL 1 - 30 2012	702.229.2282200	8,946.35
LEVANDER, GILLEN & MILLER P.A.	MAY 31 2012 81000E	06/13/2012	MAY 31, 2012 81000E	702.229.2291700	121.00
LEVANDER, GILLEN & MILLER P.A.	MAY 31 2012 81000E	06/13/2012	MAY 31, 2012 81000E	702.229.2291800	1,481.00
LEVANDER, GILLEN & MILLER P.A.	MAY 31 2012 81000E	06/13/2012	MAY 31, 2012 81000E	702.229.2286200	283.00
LILLIE SUBURBAN NEWSPAPERS	5/31/12	06/13/2012	MAY 31 2012 ACCOUNT 001363	702.229.2283401	21.88
LILLIE SUBURBAN NEWSPAPERS	5/31/12	06/13/2012	MAY 31 2012 ACCOUNT 001363	702.229.2294000	28.13
PANERA BREAD	5/2/12	06/17/2012	ELAN CC 6/17/12	702.229.2290200	15.38
Fund: 702 - ESCROW FUND					30,315.13

ii

776,400.91

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 1 for City Project No. 2011-21 – 66th Street Parking Lot and Related Trails

Meeting Date: June 25, 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

SJK
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: Parks Acquisition and Development Fund 402, Dakota County Parks Funds, MN DNR Grant (C005-10-3B), and State Bonding Grant (S2010-049).

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 1 for City Project No. 2011-21–66th Street Parking Lot and Related Trails.

SUMMARY

The improvements were ordered as part of the 2012 Improvement Program. The contract was awarded in the amount of \$230,192.42 to Max Steininger, Inc., on April 9, 2012 for City Project No. 2011-21–66th Street Parking Lot and Related Trails.

The contractor has completed the work through May 31, 2012 in accordance with the contract plans and specifications. A five (5) percent retainage will be maintained until the project is completed.

I recommend approval of Payment Voucher No. 1 in the amount of \$204,424.89 for work on City Project No. 2011-21–66th Street Parking Lot and Related Trails.

TJK/kf

Attachments: Pay Voucher No. 1

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

ESTIMATE NO: 1 (One)
DATE: June 25, 2012
PERIOD ENDING: May 31, 2012
CONTRACT: 2012 Improvement Program
PROJECT NO: 2011-21 – 66th Street Parking Lot and Related Trails

TO: Max Steinger, Inc.
3080 Lexington Avenue South
Eagan, MN 55121

Original Contract Amount	\$230,192.42
Total Addition	\$0.00
Total Deduction	\$0.00
Total Contract Amount.....	\$230,192.42
Total Value of Work to Date.....	\$215,184.09
Less Retained (5%).....	\$10,759.20
Less Previous Payment.....	\$0.00
Total Approved for Payment this Voucher.....	\$204,424.89 <i>SB</i>
Total Payments including this Voucher	\$204,424.89

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above state amount for work performed through May 31, 2012.

Signed by: _____ June 25, 2012
Thomas J. Kaldunski, City Engineer

Signed by: _____
Max Steinger, Inc. _____
Date

Signed by: _____ June 25, 2012
George Tourville, Mayor

PAY ESTIMATE NO. 1
 CITY PROJECT NO. 2011-21
 66TH STREET PARKING LOT AND RELATED TRAILS

6/15/2012

Schedule A - Parks Improvements

Item No.	Mn/DOT No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Estimated Cost	Total Contract Cost
1	2021.501	MOBILIZATION	LS	0.3	0.3	\$ 19,300.00	\$ 5,790.00	\$ 5,790.00
2	2101.501	CLEARING	ACRE	0.1	0	\$ 2,140.54	\$ 214.05	\$ -
3	2101.506	GRUBBING	ACRE	1	1	\$ 4,281.09	\$ 4,281.09	\$ 4,281.09
4	2104.509	REMOVE EXISTING RAIL ROAD TIES	LF	2050	1945	\$ 6.47	\$ 13,263.50	\$ 12,584.15
5	2104.521	SALVAGE EXISTING RAIL ROAD RAIL	LF	2050	1460	\$ 3.39	\$ 6,949.50	\$ 4,949.40
6	2104.601	SALVAGE MISC ABANDONED RR SWITCH GEARS & EQUIP	LS	1	1	\$ 4,218.51	\$ 4,218.51	\$ 4,218.51
7	2105.501	EXCAVATE, HAUL, & DISPOSE CONTAMINATED SOIL (EV)	CY	50	125	\$ 30.54	\$ 1,527.00	\$ 3,817.50
8	2105.604	GEOTEXTILE FABRIC, TYPE V (TRAIL, TEMP. CHANNEL FOR BASIN)	SY	2635	2635	\$ 1.79	\$ 4,716.65	\$ 4,716.65
9	2211.501	AGGREGATE BASE, CLASS 5 100% CRUSHED LIMESTONE	TON	1700	1194.7	\$ 15.98	\$ 27,166.00	\$ 19,091.31
10	2231.604	BITUMINOUS PAVEMENT RECLAMATION (9" DEPTH)	SY	1265	1345	\$ 3.66	\$ 4,629.90	\$ 4,922.70
11	2301.501	CONCRETE PAVEMENT (4")	SY	8	4.5	\$ 44.95	\$ 359.60	\$ 202.28
12	2301.501	CONCRETE PAVEMENT (6")	SY	15	247	\$ 48.16	\$ 722.40	\$ 11,895.52
13	2360.501	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	70	65.79	\$ 75.04	\$ 5,252.80	\$ 4,936.88
14	2360.501	TYPE SP 9.5 WEARING COURSE MIX (2,E) - TRAILS	TON	520	476	\$ 82.57	\$ 42,936.40	\$ 39,303.32
15	2360.505	TYPE SP 12.5 NON-WEARING COURSE MIX (3,C)	TON	115	101.49	\$ 69.76	\$ 8,022.40	\$ 7,079.94
16	2531.608	TRUNCATED DOMES	SF	88	72	\$ 37.46	\$ 3,296.48	\$ 2,697.12
17	2531.618	PEDESTRIAN CURB RAMP	SF	330	467	\$ 5.35	\$ 1,765.50	\$ 2,498.45
18	2573.502	SILT FENCE, STANDARD MACHINE SLICED	LF	625	520	\$ 1.76	\$ 1,100.00	\$ 915.20
19	2575.502	SEEDING MIXTURE 350	LB	150	45	\$ 5.72	\$ 858.00	\$ 257.40
20	2575.523	EROSION CONTROL BLANKET, CATEGORY 3 (STRAW)	SY	400	311	\$ 0.86	\$ 344.00	\$ 267.46
21	2575.560	HYDRAULIC SOIL STABILIZER, TYPE SPECIAL	SY	3810	2271	\$ 0.89	\$ 3,390.90	\$ 2,021.19
22	2575.605	ROTTOTILLING, RAILROAD BALLAST (18" DEPTH)	ACRE	0.55	0.47	\$ 3,210.81	\$ 1,765.95	\$ 1,509.08
23	2582.503	CROSSWALK MARKING - PAINT	SF	72		\$ 4.14	\$ 298.08	\$ -
Schedule A Total:							\$ 142,868.71	\$ 137,955.15

Schedule B - Pond Improvements

Item No.	Mn/DOT No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Estimated Cost	Total Contract Cost
1	2105.501	EXCAVATE, HAUL, & DISPOSE CONTAMINATED SOIL (EV)	CY	3022	672.46	\$ 30.54	\$ 92,291.88	\$ 20,536.93
2	2105.501	POND EXCAVATION(EV)	CY	52	2326.54	\$ 21.50	\$ 1,118.00	\$ 50,020.61
3	2105.526	SELECT TOPSOIL BORROW SPECIAL (CV) (PLANTING SOIL FOR BASIN)	CY	765	765	\$ 36.09	\$ 27,608.85	\$ 27,608.85
4	2105.604	GEOTEXTILE FABRIC, TYPE V (TRAIL, TEMP. CHANNEL FOR BASIN)	SY	90	90	\$ 1.79	\$ 161.10	\$ 161.10
5	2105.604	GEOTEXTILE FABRIC, TYPE IV	SY	39	39	\$ 3.21	\$ 125.19	\$ 125.19
6	2105.604	GEOMEMBRANE LINER	SY	1450	1450	\$ 13.91	\$ 20,169.50	\$ 20,169.50
7	2451.609	FINE FILTER AGGREGATE (DRAINTILE & FILTRATION POND)	TON	420	396.48	\$ 16.44	\$ 6,904.80	\$ 6,518.13
8	2501.602	18" RC PIPE APRON	EACH	2	1	\$ 615.41	\$ 1,230.82	\$ 615.41
9	2501.602	24" RC SPAN PIPE - ARCH APRON	EACH	1	1	\$ 668.92	\$ 668.92	\$ 668.92
10	2502.602	4" PVC PIPE DRAIN CLEAN OUT (SCH 40)	EACH	6	6	\$ 267.57	\$ 1,605.42	\$ 1,605.42
11	2503.511	18" RCP SEWER DES 3006 CL V	LF	55	48	\$ 42.81	\$ 2,354.55	\$ 2,054.88
12	2503.521	28.5" SPAN RC PIPE - ARCH SEWER	LF	88	83	\$ 65.29	\$ 5,745.52	\$ 5,419.07
13	2503.602	CONNECT TO EXISTING STORM SEWER PIPE	EACH	2	2	\$ 535.14	\$ 1,070.28	\$ 1,070.28
14	2503.603	4" HDPE UNDER-DRAIN (WITH FILTER KNIT SOCK)	LF	370	355	\$ 6.10	\$ 2,257.00	\$ 2,165.50
15	2506.515	F & I CASTING (R-1642, STORM)	EACH	1	1	\$ 508.38	\$ 508.38	\$ 508.38
16	2506.602	F & I CASTING (R-4342)	EACH	1	1	\$ 428.11	\$ 428.11	\$ 428.11
17	2506.602	CONSTRUCT 48" MANHOLE STRUCTURE (STORM)	EACH	1	1	\$ 1,819.46	\$ 1,819.46	\$ 1,819.46
18	2511.501	RANDOM RIPRAP CLASS III	CY	20	20	\$ 96.33	\$ 1,926.60	\$ 1,926.60
19	2564.511	MARKING POST	EACH	5		\$ 110.24	\$ 551.20	\$ -
20	2573.505	FLOTATION SILT CURTAIN - TYPE STILL WATER	LF	100	50	\$ 12.00	\$ 1,200.00	\$ 600.00
21	2575.502	SEEDING MIXTURE 110	SY	1155	1155	\$ 0.17	\$ 196.35	\$ 196.35
22	2575.523	EROSION CONTROL BLANKET, CATEGORY 3 (STRAW)	SY	2671	1692	\$ 0.86	\$ 2,297.06	\$ 1,455.12
23	SPEC PROV	SEED MIXTURE, NATIVE-SPECIAL	SY	1155	1155	\$ 0.19	\$ 219.45	\$ 219.45
Schedule B Subtotal:							\$ 172,458.44	\$ 145,893.26
62% 2011-08 Contribution:							\$ 106,924.23	\$ 90,453.82
Schedule B Total:							\$ 65,534.21	\$ 55,439.44

Schedule C - Sanitary Sewer Improvements

Item No.	Mn/DOT No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Estimated Cost	Total Contract Cost
1	2506.602	CONSTRUCT 48" MANHOLE STRUCTURE (SANITARY)	EACH	1	1	\$ 2,354.60	\$ 2,354.60	\$ 2,354.60
2	2211.501	AGGREGATE BASE, CLASS 5 100% CRUSHED LIMESTONE	TON	2	2	\$ 64.22	\$ 128.44	\$ 128.44
3	2502.602	6" PVC PIPE DRAIN CLEAN OUT (C-900)	EACH	1	1	\$ 535.14	\$ 535.14	\$ 535.14
4	2503.602	8"x6" PVC WYE (C-900)	EACH	1	1	\$ 267.57	\$ 267.57	\$ 267.57
5	2503.603	6" PVC SANITARY SERVICE (C-900) (DR-18)	LF	62	62	\$ 33.18	\$ 2,057.16	\$ 2,057.16
Schedule C Total:							\$ 5,342.91	\$ 5,342.91

Schedule D - Water Main Improvements

Item No.	Mn/DOT No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Estimated Cost	Total Contract Cost
1	2504.602	2" CORPORATION STOP	EACH	1	1	\$ 444.16	\$ 444.16	\$ 444.16
2	2504.602	2" CURB STOP & BOX	EACH	1	1	\$ 540.49	\$ 540.49	\$ 540.49
3	2504.603	2" COPPER, TYPE K	LF	60	60	\$ 29.97	\$ 1,798.20	\$ 1,798.20
4	2504.603	6" DIP WM	LF	10	10	\$ 44.95	\$ 449.50	\$ 449.50
5	2504.602	4" GATE VALVE AND BOX	EACH	1	1	\$ 1,241.52	\$ 1,241.52	\$ 1,241.52
6	2506.602	4" DIP WM	LF	25	25	\$ 51.37	\$ 1,284.25	\$ 1,284.25
7	2506.602	4" PVC WM (C-900) (DR-18) (WITH TRACER WIRE)	LF	820	820	\$ 10.70	\$ 8,774.00	\$ 8,774.00
8	2506.602	YARD HYDRANT	EACH	1	1	\$ 1,070.27	\$ 1,070.27	\$ 1,070.27
9	2531.501	DUCTILE IRON FITTINGS (EPOXY COATED)	LF	315	315	\$ 2.68	\$ 844.20	\$ 844.20
Schedule D Total:							\$ 16,446.59	\$ 16,446.59

	Total Estimated Cost	Total Contract Cost
Schedule A Total:	\$ 142,868.71	\$ 137,955.15
Schedule B Total:	\$ 65,534.21	\$ 55,439.44
Schedule C Total:	\$ 5,342.91	\$ 5,342.91
Schedule D Total:	\$ 16,446.59	\$ 16,446.59
Total:	\$ 230,192.42	\$ 215,184.09

Contract Amount to Date:	\$ 230,192.42	
Contract Work Completed:		\$ 215,184.09
5% Retainage:		\$ 10,759.20
Previous Payments:		
Amount Due Payment No. 1:		\$ 204,424.89

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No. 1 and Pay Voucher No. 1 for City Project No. 2011-08 – 66th Street Improvements (Concord Boulevard to the Swing Bridge Pier)

Meeting Date: June 25, 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 *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: Dakota County Turnback Funds, Water Connection Fund, Sanitary Sewer Operating Fund, and Special Assessments.

PURPOSE/ACTION REQUESTED

Consider Change Order No. 1 and Pay Voucher No. 1 for City Project No. 2011-08 – 66th Street Improvements (Concord Boulevard to the Swing Bridge Pier).

SUMMARY

The improvements were ordered as part of the 2012 Improvement Program. The contract was awarded in the amount of \$414,252.20 to Max Steinger, Inc., on April 9, 2012 for City Project No. 2011-08 – 66th Street Improvements (Concord Boulevard to the Swing Bridge Pier).

Change Order No. 1, in the amount of (\$19,514.76), is for a reduction in the contract amount for the service lines to River Heights Marina (Bid Alternate No. 2). This work is not being done per the attached correspondence from River Heights Marina. The contractor has completed the work through May 31, 2012 in accordance with the contract plans and specifications. A five (5) percent retainage will be maintained until the project is completed.

I recommend approval of Change Order No. 1 in the amount of (\$19,514.76) (for a revised contract amount of \$394,737.44), and approval of Payment Voucher No. 1 in the amount of \$286,528.33 for work on City Project No. 2011-08 – 66th Street Improvements (Concord Boulevard to the Swing Bridge Pier).

TJK/kf

Attachments: Change Order No. 1
 Pay Voucher No. 1
 E-mail from River Heights Marina

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

ESTIMATE NO: 1 (One)
DATE: June 25, 2012
PERIOD ENDING: May 31, 2012
CONTRACT: 2012 Improvement Program
PROJECT NO: 2011-08 – 66th Street Improvements (Concord Blvd to
the Swing Bridge Pier)

TO: Max Steininger, Inc.
3080 Lexington Avenue South
Eagan, MN 55121

Original Contract Amount	\$414,252.20
Total Addition	\$0.00
Total Deduction (Change Order No. 1)	\$19,514.76
Total Contract Amount.....	\$394,737.44
Total Value of Work to Date.....	\$301,608.77
Less Retained (5%)	\$15,080.44
Less Previous Payment.....	\$0.00
Total Approved for Payment this Voucher.....	\$286,528.33 SB
Total Payments including this Voucher	\$286,528.33

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above state amount for work performed through May 31, 2012.

Signed by: _____ June 25, 2012
Thomas J. Kaldunski, City Engineer

Signed by: _____
Max Steininger, Inc. Date

Signed by: _____ June 25, 2012
George Tourville, Mayor

CHANGE ORDER NO. 1

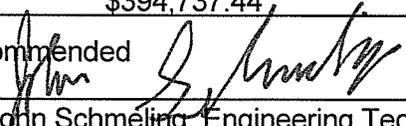
**2012 IMPROVEMENT PROGRAM
CITY PROJECT NO. 2011-08**

66TH STREET IMPROVEMENTS (CONCORD BOULEVARD TO THE SWING BRIDGE PIER)

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: June 15, 2012
Contractor: Max Steininger, Inc. 3080 Lexington Avenue South Eagan, MN 55121	Engineer: City Engineer

PURPOSE OF CHANGE ORDER

Bid Alternate No. 2 was awarded for construction of a water and sewer service for River Heights Marina. This work is not being done therefore the contract is being reduced in the bid amount of -(\$19,514.76).

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$414,252.20	Original Contract Time:
Previous Change Orders \$0.00	Net Change from Previous Change Orders none
Contract Price Prior to this Change Order \$414,252.20	Contract Time Prior to this Change Order
Net Decrease of this Change Order -(\$19,514.76)	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$394,737.44	Contract Time with Approved Change
Recommended By:  John Schmeling, Engineering Technician	Approved By: _____ Max Steininger, Inc.

Approved By:

Approved By:

Date of Council Action:

Thomas J. Kaldunski, City Engineer

George Tourville, Mayor

June 25, 2012

PAY ESTIMATE NO. 1
 CITY PROJECT NO. 2011-08
 66TH STREET IMPROVEMENTS (CONCORD BOULEVARD TO THE SWING BRIDGE PIER)

6/15/2012

Schedule A - Streets Improvements

Item No.	Mn/DOT No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Estimated Cost	Total Contract Cost
1	2021.501	MOBILIZATION	LS	0.7	0.7	\$ 19,300.00	\$ 13,510.00	\$ 13,510.00
2	2101.502	CLEARING	TREE	6	21	\$ 615.41	\$ 3,692.46	\$ 12,923.61
3	2101.507	GRUBBING	TREE	6	17	\$ 410.27	\$ 2,461.62	\$ 6,974.59
4	2104.505	REMOVE BITUMINOUS PAVEMENT	SY	1002	1289	\$ 4.24	\$ 4,248.48	\$ 5,465.36
5	2104.509	REMOVE CASTING AND RINGS	EACH	1		\$ 187.30	\$ 187.30	\$ -
6	2104.509	REMOVE EXISTING RAIL ROAD TIES	LF	65	120	\$ 6.47	\$ 420.55	\$ 776.40
7	2104.509	REMOVE MANHOLE	EACH	1		\$ 535.14	\$ 535.14	\$ -
8	2104.509	REMOVE WOOD POLE	EACH	1	1	\$ 267.57	\$ 267.57	\$ 267.57
9	2104.513	SAWING BITUMINOUS PAVEMENT- FULL DEPTH	LF	2150	1607	\$ 1.73	\$ 3,719.50	\$ 2,780.11
10	2104.521	SALVAGE EXISTING RAIL ROAD RAIL	LF	65	120	\$ 3.39	\$ 220.35	\$ 406.80
11	2104.523	SALVAGE SIGN TYPE C	EACH	4	1	\$ 26.76	\$ 107.04	\$ 26.76
12	2104.618	SALVAGE EXISTING STONE MONUMENT	EACH	2	0	\$ 589.95	\$ 1,179.90	\$ -
13	2105.501	COMMON EXCAVATION (EV)	CY	1056	1056	\$ 12.47	\$ 13,168.32	\$ 13,168.32
14	2105.525	TOPSOIL BORROW (CV)	CY	888		\$ 16.80	\$ 14,918.40	\$ -
15	2105.607	COMMON BORROW (CV)	CY	2160	2160	\$ 5.86	\$ 12,657.60	\$ 12,657.60
16	2105.609	SELECT GRANULAR BORROW	TON	2260	2055.84	\$ 7.24	\$ 16,362.40	\$ 14,884.28
17	2123.610	STREET SWEEPING (W/ PICKUP BROOM)	DAY	10	7	\$ 321.08	\$ 3,210.80	\$ 2,247.56
18	2130.501	WATER USAGE ALLOWANCE	LS	1	0	\$ 1,500.00	\$ 1,500.00	\$ -
19	2211.501	AGGREGATE BASE, CLASS 5 100% CRUSHED LIMESTONE	TON	145		\$ 15.98	\$ 2,317.10	\$ -
20	2232.501	MILL BITUMINOUS SURFACE (2.5")	SY	3913		\$ 2.07	\$ 8,099.91	\$ -
21	2301.501	CONCRETE PAVMENT (8")	SY	155	112	\$ 51.37	\$ 7,962.35	\$ 5,753.44
22	2360.501	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	650		\$ 75.04	\$ 48,776.00	\$ -
23	2360.505	TYPE SP 12.5 NON-WEARING COURSE MIX (3,C)	TON	100		\$ 69.76	\$ 6,976.00	\$ -
24	2451.609	CRUSHED ROCK FOR STABILIZATION	TON	20		\$ 42.81	\$ 856.20	\$ -
25	2502.541	4" PERF PVC PIPE DRAIN W/ SOCK	LF	150	150	\$ 12.84	\$ 1,926.00	\$ 1,926.00
26	2531.501	CONCRETE CURB AND GUTTER DESIGN B618	LF	1360	1372	\$ 11.35	\$ 15,436.00	\$ 15,572.20
27	2563.601	TRAFFIC CONTROL	LS	1	1	\$ 4,762.71	\$ 4,762.71	\$ 4,762.71
28	2564.531	SIGN PANEL, TYPE C	SF	33.6		\$ 42.28	\$ 1,420.61	\$ -
29	2573.530	STORM DRAIN INLET PROTECTION (WIMCO)	EACH	7		\$ 192.96	\$ 1,350.72	\$ -
30	2573.540	BIOROLL LOG TYPE WOOD FIBER BIOROLL	LF	400		\$ 2.57	\$ 1,028.00	\$ -
31	2573.601	STORM WATER MANAGEMENT ALLOWANCE	LS	1		\$ 2,000.00	\$ 2,000.00	\$ -
32	2575.505	SODDING TYPE LAWN	SY	1110		\$ 4.00	\$ 4,440.00	\$ -
33	2575.560	HYDRAULIC SOIL STABILIZER, TYPE SPECIAL	SY	3810		\$ 0.89	\$ 3,390.90	\$ -
34	2582.501	PAVEMENT MESSAGE (RR CROSSING) - PAINT	EACH	1		\$ 331.39	\$ 331.39	\$ -
35	2582.502	24" SOLID LINE WHITE - PAINT	LF	32		\$ 4.97	\$ 159.04	\$ -
36	2582.502	4" DOUBLE SOLID YELLOW - PAINT	LF	325		\$ 0.83	\$ 269.75	\$ -
37	SPEC PROV	BOULEVARD IRRIGATION ALLOWANCE	LS	1		\$ 1,500.00	\$ 1,500.00	\$ -
38	SPEC PROV	BOULEVARD LANDSCAPING ALLOWANCE	LS	1		\$ 1,500.00	\$ 1,500.00	\$ -

Schedule A Total: \$ 206,870.11 \$ 114,103.31

Schedule B - Storm Sewer Improvements

Item No.	Mn/DOT No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Estimated Cost	Total Contract Cost
1	2104.501	REMOVE PIPE CULVERTS	LF	66	66	\$ 10.70	\$ 706.20	\$ 706.20
2	2501.602	15" RC PIPE APRON	EACH	1	1	\$ 588.65	\$ 588.65	\$ 588.65
3	2503.511	15" RCP SEWER DES 3006 CL V	LF	325	317	\$ 33.18	\$ 10,783.50	\$ 10,518.06
4	2503.511	18" RCP SEWER DES 3006 CL V	LF	48	48	\$ 42.81	\$ 2,054.88	\$ 2,054.88
5	2506.502	CONSTRUCT DRAINAGE STRUCTURE G	EACH	1	1	\$ 1,284.33	\$ 1,284.33	\$ 1,284.33
6	2506.502	CONSTRUCT DRAINAGE STRUCTURE, 2'X3'	EACH	1	1	\$ 909.73	\$ 909.73	\$ 909.73
7	2506.502	CONSTRUCT DRAINAGE STRUCTURE, DES 48-4020	EACH	4	4	\$ 1,444.86	\$ 5,779.44	\$ 5,779.44
8	2506.602	F & I CASTING (R-4342)	EACH	1	1	\$ 428.11	\$ 428.11	\$ 428.11
9	2506.602	F & I CASTING (R-3067 V)	EACH	5	5	\$ 508.38	\$ 2,541.90	\$ 2,541.90
10	2511.501	RANDOM RIPRAP CLASS III	CY	5	5	\$ 96.33	\$ 481.65	\$ 481.65

Schedule B Total: \$ 25,558.39 \$ 25,292.95

Schedule C - Pond Improvements

Item No.	Mn/DOT No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Estimated Cost	Total Contract Cost
1	2105.501	EXCAVATE, HAUL, & DISPOSE CONTAMINATED SOIL (EV)	CY	3022	672.46	\$ 30.54	\$ 92,291.88	\$ 20,536.93
2	2105.501	POND EXCAVATION(EV)	CY	52	2326.54	\$ 21.50	\$ 1,118.00	\$ 50,020.61
3	2105.526	SELECT TOPSOIL BORROW SPECIAL (CV) (PLANTING SOIL FOR BASIN)	CY	765	765	\$ 36.09	\$ 27,608.85	\$ 27,608.85
4	2105.604	GEOTEXTILE FABRIC, TYPE V (TRAIL, TEMP. CHANNEL FOR BASIN)	SY	90	90	\$ 1.79	\$ 161.10	\$ 161.10
5	2105.604	GEOTEXTILE FABRIC, TYPE IV	SY	39	39	\$ 3.21	\$ 125.19	\$ 125.19
6	2105.604	GEOMEMBRANE LINER	SY	1450	1450	\$ 13.91	\$ 20,169.50	\$ 20,169.50
7	2451.609	FINE FILTER AGGREGATE (DRAINTILE & FILTRATION POND)	TON	420	396.48	\$ 16.44	\$ 6,904.80	\$ 6,518.13
8	2501.602	18" RC PIPE APRON	EACH	2	1	\$ 615.41	\$ 1,230.82	\$ 615.41
9	2501.602	24" RC SPAN PIPE - ARCH APRON	EACH	1	1	\$ 668.92	\$ 668.92	\$ 668.92
10	2502.602	4" PVC PIPE DRAIN CLEAN OUT (SCH 40)	EACH	6	6	\$ 267.57	\$ 1,605.42	\$ 1,605.42
11	2503.511	18" RCP SEWER DES 3006 CL V	LF	55	48	\$ 42.81	\$ 2,354.55	\$ 2,054.88
12	2503.521	28.5" SPAN RC PIPE - ARCH SEWER	LF	88	83	\$ 65.29	\$ 5,745.52	\$ 5,419.07
13	2503.602	CONNECT TO EXISTING STORM SEWER PIPE	EACH	2	2	\$ 535.14	\$ 1,070.28	\$ 1,070.28
14	2503.603	4" HDPE UNDER-DRAIN (WITH FILTER KNIT SOCK)	LF	370	355	\$ 6.10	\$ 2,257.00	\$ 2,165.50
15	2506.515	F & I CASTING (R-1642, STORM)	EACH	1	1	\$ 508.38	\$ 508.38	\$ 508.38
16	2506.602	F & I CASTING (R-4342)	EACH	1	1	\$ 428.11	\$ 428.11	\$ 428.11
17	2506.602	CONSTRUCT 48" MANHOLE STRUCTURE (STORM)	EACH	1	1	\$ 1,819.46	\$ 1,819.46	\$ 1,819.46
18	2511.501	RANDOM RIPRAP CLASS III	CY	20	20	\$ 96.33	\$ 1,926.60	\$ 1,926.60
19	2564.511	MARKING POST	EACH	5		\$ 110.24	\$ 551.20	\$ -
20	2573.505	FLOTATION SILT CURTAIN - TYPE STILL WATER	LF	100	50	\$ 12.00	\$ 1,200.00	\$ 600.00
21	2575.502	SEEDING MIXTURE 110	SY	1155	1155	\$ 0.17	\$ 196.35	\$ 196.35
22	2575.523	EROSION CONTROL BLANKET, CATEGORY 3 (STRAW)	SY	2671	1692	\$ 0.86	\$ 2,297.06	\$ 1,455.12
23	SPEC PROV	SEED MIXTURE, NATIVE-SPECIAL	SY	1155	1155	\$ 0.19	\$ 219.45	\$ 219.45

Schedule C Subtotal: \$ 172,458.44 \$ 145,893.26
 38% 2011-21 Contribution: \$ 65,534.21 \$ 55,439.44
 Schedule C Total: \$ 106,924.23 \$ 90,453.82

Schedule D - Sanitary Sewer Improvements

Item No.	Mn/DOT No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Estimated Cost	Total Contract Cost
1	2105.503	ROCK EXCAVATION (EV)	CY	345	836.32	\$ 36.52	\$ 12,599.40	\$ 30,542.41
2	2503.603	8" PVC SANITARY SEWER (C-900) (DR-18)	LF	303	303	\$ 36.39	\$ 11,026.17	\$ 11,026.17
3	2506.516	F & I CASTING (R-1642, SANITARY)	EACH	3	2	\$ 695.68	\$ 2,087.04	\$ 1,391.36
4	2506.602	CONSTRUCT 48" MANHOLE STRUCTURE (SANITARY)	EACH	1	1	\$ 2,354.60	\$ 2,354.60	\$ 2,354.60
5	2506.602	CONNECT TO EXISTING SANITARY MANHOLE	EACH	1	1	\$ 1,605.41	\$ 1,605.41	\$ 1,605.41
6	2564.511	MARKING POST	EACH	3		\$ 110.24	\$ 330.72	\$ -

Schedule D Total: \$ 30,003.34 \$ 46,919.95

Schedule E - Water Main Improvements

Item No.	Mn/DOT No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Estimated Cost	Total Contract Cost
1	2504.602	ADJUST GATE VALVE AND BOX	EACH	1		\$ 321.08	\$ 321.08	\$ -
2	2504.602	8" GATE VALVE AND BOX	EACH	1	1	\$ 1,872.98	\$ 1,872.98	\$ 1,872.98
3	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	1	1	\$ 1,337.84	\$ 1,337.84	\$ 1,337.84
4	2504.603	8" DIP WM	LF	315	315	\$ 51.37	\$ 16,181.55	\$ 16,181.55
5	2504.608	DUCTILE IRON FITTINGS (EPOXY COATED)	LB	315	315	\$ 2.68	\$ 844.20	\$ 844.20
6	2564.511	MARKING POST	EACH	2		\$ 110.24	\$ 220.48	\$ -
7	2573.602	DEWATERING (EXCAVATION)	LS	1		\$ 1.07	\$ 1.07	\$ -
8	2504.602	F & I HYDRANT	EACH	1	1	\$ 3,317.84	\$ 3,317.84	\$ 3,317.84
9	2504.602	6" GATE VALVE AND BOX	EACH	1	1	\$ 1,284.33	\$ 1,284.33	\$ 1,284.33

Schedule E Total: \$ 25,381.37 \$ 24,838.74

	Total Estimated Cost	Total Contract Cost
Schedule A Total:	\$ 206,870.11	\$ 114,103.31
Schedule B Total:	\$ 25,558.39	\$ 25,292.95
Schedule C Total:	\$ 106,924.23	\$ 90,453.82
Schedule D Total:	\$ 30,003.34	\$ 46,919.95
Schedule E Total:	\$ 25,381.37	\$ 24,838.74
Bid Alternate No. 2 Total:	\$ 19,514.76	\$ -
Total:	\$ 414,252.20	\$ 301,608.77

Change Order No. 1:	\$ (19,514.76)	
Change Orders Total:	\$ (19,514.76)	\$ -

Contract Amount to Date:	\$ 394,737.44	
Contract Work Completed:		\$ 301,608.77
5% Retainage:		\$ 15,080.44
Previous Payments:		

Amount Due Payment No. 1:		\$ 286,528.33
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Tom Kaldunski

From: Joe [joe@riverheightsmarina.com]
Sent: Monday, April 16, 2012 8:22 AM
To: Tom Kaldunski
Subject: RE: City Project 2011-08 66th Street bids Awarded.

Tom,

River Heights Marina has no interest in adding sewer and water to our property located at 66th and Doffing.

Thank you,

Joe Harms
Vice President
River Heights Marina, Inc.
651.455.4974 Office
651.789.0075 Fax
Joe@riverheightsmarina.com
www.riverheightsmarina.com

From: Tom Kaldunski [<mailto:tkaldunski@invergroveheights.org>]
Sent: Tuesday, April 10, 2012 4:56 PM
To: Joe Harms
Subject: City Project 2011-08 66th Street bids Awarded.

Hi Mr. Harms :

I am sending this to update you on the city project on 66th street . We received bids last week and I sent a letter to you regarding your inquiry about sewer & water service lines to property owned by River Heights Marina near 66th & Doffing (see Attached letter) .

The city council awarded the contract for this project to Max Steinigar Inc at last night's council meeting . We included the alternate bid for you services lines to allow you some time in making your decision on the services . I would like to know if your are still interested . We would need to work out the agreement between the city and the Marina to complete this service line installation by May 15 2012 for it to be constructed with the project . It will take several weeks for the attorney to draft the agreement and work thru our review comments .

I need to know your decision on the matter by April 18 , 2012 to set the agreement drafting in motion . If the city does not hear from you the work will be removed from the contract .

Thomas J. Kaldunski, PE
City Engineer
City of Inver Grove Heights
651-450-2572

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2012.0.1913 / Virus Database: 2411/4926 - Release Date: 04/10/12

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 1 for City Project No. 2012-09D – Urban Street Reconstruction, 65th Street Neighborhood and Cahill Court

Meeting Date: June 25, 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
 SAT
 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

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 1 for City Project No. 2012-09D – Urban Street Reconstruction, 65th Street Neighborhood and Cahill Court.

SUMMARY

The improvements were ordered as part of the 2012 Pavement Management Program. The contract was awarded in the amount of \$4,715,686.33 to Friedges Contracting Co., LLC, on May 14, 2012 for City Project No. 2012-09D South Grove Urban Street Reconstruction, Area 6.

I recommend approval of Payment Voucher No. 1 in the amount of \$195,470.28 for work on City Project No. 2012-09D – Urban Street Reconstruction, 65th Street Neighborhood and Cahill Court.

TJK/kf

Attachments: Pay Voucher No. 1

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

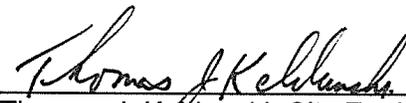
ESTIMATE NO: 1 (One)
DATE: June 18, 2012
PERIOD ENDING: May 31, 2012
CONTRACT: 2012 Pavement Management Program
PROJECT NO: 2012-09D – Urban Street Reconstruction, 65th Street Neighborhood and Cahill Court

TO: Friedges Contracting Co., LLC.
21980 Kenrick Ave.
Lakeville, MN 55044

Original Contract Amount	\$4,715,686.33
Total Addition	\$0.00
Total Deduction	\$0.00
Total Contract Amount.....	\$4,715,686.33
Total Value of Work to Date.....	\$205,758.19
Less Retained (5%)	\$10,287.91
Less Previous Payment.....	\$0.00
Total Approved for Payment this Voucher.....	\$195,470.28 <i>sp</i>
Total Payments including this Voucher	\$195,470.28

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above stated amount for work performed through May 31, 2012.

Signed by:  June 18, 2012
Thomas J. Kaldunski, City Engineer

Signed by: _____ Date _____
Friedges Contracting Co., LLC

Signed by: _____ June 25, 2012
George Tourville, Mayor

PAYMENT DETAIL LIST

Contract: CP NO. 2012-09D
Owner: City of Inver Grove Heights
Project: 2012 Urban Street Reconstruction - 65th Street Neighborhood
BMI Job No: T18.103889

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	2013.601	ENVIRONMENTAL CLEANUP	LUMP SUM	1.00		\$30,000.00	\$ 30,000.00	\$ -
2	2021.501	MOBILIZATION	LUMP SUM	1.00	0.39	\$58,000.00	\$ 58,000.00	\$ 22,620.00
3	2031.601	FIELD OFFICE	LUMP SUM	1.00	0.26	\$12,500.00	\$ 12,500.00	\$ 3,250.00
4	2101.502	CLEARING	EACH	23.00		\$300.00	\$ 6,900.00	\$ -
5	2101.507	GRUBBING	EACH	23.00		\$300.00	\$ 6,900.00	\$ -
6	2104.501	REMOVE GUARD RAIL	LIN FT	465.00		\$2.70	\$ 1,255.50	\$ -
7	2104.501	REMOVE EXISTING CURB & GUTTER	LIN FT	27,306.00	5942.00	\$2.95	\$ 80,552.70	\$ 17,528.90
8	2104.505	REMOVE CONCRETE WALK	SQ YD	8,362.00		\$0.55	\$ 4,599.10	\$ -
9	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	1,880.00		\$5.85	\$ 10,998.00	\$ -
10	2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	3,140.00		\$2.85	\$ 8,949.00	\$ -
11	2104.505	REMOVE BITUMINOUS TRAIL	SQ YD	227.00		\$3.35	\$ 760.45	\$ -
12	2104.507	REMOVE CONCRETE RUBBLE	CU YD	120.00		\$38.50	\$ 4,620.00	\$ -
13	2104.509	REMOVE SIGN TYPE C	EACH	63.00		\$25.00	\$ 1,575.00	\$ -
14	2104.618	SALVAGE DRIVEWAY PAVERS	SQ FT	50.00		\$7.50	\$ 375.00	\$ -
15	2105.501	COMMON EXCAVATION (P)	CU YD	57,618.00	3000.00	\$8.00	\$ 460,944.00	\$ 24,000.00
16	2105.507	SUBGRADE EXCAVATION	CU YD	1,158.00		\$9.00	\$ 10,422.00	\$ -
17	2105.525	TOPSOIL BORROW (LV)	CU YD	4,391.00		\$15.00	\$ 65,865.00	\$ -
18	2105.526	SELECT TOPSOIL BORROW (LV)	CU YD	7,058.00		\$17.50	\$ 123,515.00	\$ -
19	2105.541	STABILIZING AGGREGATE (2 1/2" MINUS)	CU YD	1,218.00		\$0.01	\$ 12.18	\$ -
20	2105.602	EXCAVATION SPECIAL (POTHOLE EXISTING UTILITY)	hour	50.00	1.00	\$135.00	\$ 6,750.00	\$ 135.00
21	2105.604	GEOTEXTILE FABRIC TYPE V	SQ YD	67,533.00		\$1.00	\$ 67,533.00	\$ -
22	2105.609	SELECT GRANULAR BORROW (CV)	CU YD	45,206.00	1269.00	\$11.95	\$ 540,211.70	\$ 15,164.55
23	2118.501	AGGREGATE SURFACING, CLASS 2 (DRIVEWAY)	TON	20.00		\$25.00	\$ 500.00	\$ -

24	2123.61	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	250.00		\$100.00	\$	25,000.00	\$	-
25	2211.501	AGGREGATE BASE, CLASS 5	TON	6,760.00	404.00	\$0.01	\$	67.60	\$	4.04
26	2211.501	AGGREGATE BASE, CLASS 5 (100% CRUSHED LIMESTONE)	TON	2,189.00		\$14.75	\$	32,287.75	\$	-
27	2232.501	MILL BITUMINOUS SURFACE (EDGE MILL)	SQ YD	2,258.00		\$2.65	\$	5,983.70	\$	-
28	2301.607	HIGH EARLY STRENGTH CONCRETE	CU YD	100.00		\$14.25	\$	1,425.00	\$	-
29	2331.604	BITUMINOUS PAVEMENT. RECLAM.	SQ YD	58,312.00	6366.00	\$3.25	\$	189,514.00	\$	20,689.50
30	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	4,826.00		\$3.00	\$	14,478.00	\$	-
31	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TON	6,749.00		\$59.00	\$	398,191.00	\$	-
32	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (3,B)	TON	461.00		\$57.00	\$	26,277.00	\$	-
33	2360.502	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (3,C)	TON	6,749.00		\$60.00	\$	404,940.00	\$	-
34	2360.502	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (3,B)	TON	3,499.00		\$54.00	\$	188,946.00	\$	-
35	2360.604	FULL DEPTH BITUMINOUS PATCHING (STREET)	SQ YD	280.00		\$21.00	\$	5,880.00	\$	-
36	2360.604	2.5" BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	3,295.00		\$25.50	\$	84,022.50	\$	-
37	2502.541	4" PERF PVC PIPE DRAIN	LIN FT	15,681.00	692.00	\$3.50	\$	54,883.50	\$	2,422.00
38	2502.541	6" PERF PVC PIPE DRAIN	LIN FT	11,547.00		\$4.50	\$	51,961.50	\$	-
39	2503.602	CONNECT TO EXISTING DRAINAGE STRUCTURE (DRAIN TILE)	EACH	21.00	2.00	\$205.00	\$	4,305.00	\$	410.00
40	2506.522	ADJUST FRAME AND RING CASTING (SANITARY)	EACH	32.00		\$625.00	\$	20,000.00	\$	-
41	2506.522	ADJUST FRAME AND RING CASTING (STORM)	EACH	28.00		\$415.00	\$	11,620.00	\$	-
42	2521.501	4" CONCRETE WALK	SQ FT	8,334.00		\$3.45	\$	28,752.30	\$	-
43	2521.604	3" BITUMINOUS PATH PAVEMENT	SQ YD	256.00		\$34.55	\$	8,844.80	\$	-
44	2531.501	CONCRETE CURB AND GUTTER (HAND POUR)	LIN FT	500.00		\$14.55	\$	7,275.00	\$	-
45	2531.501	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	27,228.00		\$9.35	\$	254,581.80	\$	-
46	2531.507	6" CONCRETE DRIVEWAY PAVEMENT (RESIDENTIAL)	SQ YD	1,019.00		\$41.00	\$	41,779.00	\$	-
47	2531.507	8" CONCRETE DRIVEWAY PAVEMENT (COMMERCIAL)	SQ YD	997.00		\$45.00	\$	44,865.00	\$	-
48	2531.602	PEDESTRIAN CURB RAMP	EACH	35.00		\$450.00	\$	15,750.00	\$	-
49	2531.603	SPOT CURB REPLACEMENT	LIN FT	500.00		\$14.00	\$	7,000.00	\$	-
50	2531.603	CONCRETE VALLEY GUTTER	LIN FT	189.00		\$16.00	\$	3,024.00	\$	-

51	2531.618	CONCRETE WING APRON	SQ FT	1,291.00		\$4.60	\$	5,938.60	\$	-
52	2540.601	MAILBOX MAINTENANCE	LUMP SUM	1.00		\$15,000.00	\$	15,000.00	\$	-
53	2540.618	INSTALL SALVAGED DRIVEWAY PAVERS	SQ FT	50.00		\$12.00	\$	600.00	\$	-
54	2554.501	TRAFFIC BARRIER DESIGN B8338	LIN FT	213.00		\$18.15	\$	3,865.95	\$	-
55	2554.501	TRAFFIC BARRIER DESIGN SPECIAL	LIN FT	100.00		\$74.75	\$	7,475.00	\$	-
56	2554.523	END TREATMENT - FLARED TERMINAL	EACH	4.00		\$2,145.00	\$	8,580.00	\$	-
57	2563.601	TRAFFIC CONTROL	LUMP SUM	1.00	0.22	\$17,000.00	\$	17,000.00	\$	3,740.00
58	2564.531	SIGN PANELS, TYPE C	SQ FT	252.00		\$30.00	\$	7,560.00	\$	-
59	2564.602	SALVAGE AND RE-INSTALL SIGN	EACH	34.00		\$50.00	\$	1,700.00	\$	-
60	2572.505	PRUNE TREES	HOUR	15.00		\$75.00	\$	1,125.00	\$	-
61	2573.505	FLOTATION SILT CURTAIN (WORK AREA TYPE)	LIN FT	200.00		\$22.00	\$	4,400.00	\$	-
62	2573.53	STORM DRAIN INLET PROTECTION	EACH	103.00		\$115.00	\$	11,845.00	\$	-
63	2573.54	FILTER LOG TYPE COMPOST BIOROLL	LIN FT	4,013.00	84.00	\$4.45	\$	17,857.85	\$	373.80
64	2573.55	EROSION CONTROL SUPERVISOR	LUMP SUM	1.00		\$1,000.00	\$	1,000.00	\$	-
65	2573.601	DEWATERING (EXCAVATION)	LUMP SUM	1.00		\$1.00	\$	1.00	\$	-
66	2573.602	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EACH	7.00		\$745.00	\$	5,215.00	\$	-
67	2575.505	SODDING, TYPE LAWN	SQ YD	22,865.00		\$2.65	\$	60,592.25	\$	-
68	2575.511	MULCH MATERIAL TYPE 1	TON	10.00		\$300.00	\$	3,000.00	\$	-
69	2575.523	EROSION CONTROL BLANKET CATEGORY 4	SQ YD	3,137.00		\$1.45	\$	4,548.65	\$	-
70	2575.545	WEED SPRAYING	ACRE	8.70		\$300.00	\$	2,610.00	\$	-
71	2575.56	HYDRAULIC SOIL STABILIZER, TYPE SPECIAL (FLEXTERRA)	POUND	6,485.00		\$1.20	\$	7,782.00	\$	-
72	2575.602	RESTORATION OF STAGING AREAS	LUMP SUM	1.00		\$7,500.00	\$	7,500.00	\$	-
73	2575.605	SEEDING, MNDOT MIX NO. 250	ACRE	0.45		\$800.00	\$	360.00	\$	-
74	2575.605	SEEDING, MNDOT MIX NO. 260	ACRE	2.23		\$850.00	\$	1,895.50	\$	-
75	2575.605	SEEDING, MNDOT MIX NO. 350	ACRE	2.60		\$875.00	\$	2,275.00	\$	-
76	2582.502	4" SOLID LINE, WHITE EPOXY	LIN FT	9,802.00		\$0.35	\$	3,430.70	\$	-
77	2582.502	4" DOUBLE SOLID LINE, YELLOW EPOXY	LIN FT	4,901.00		\$0.75	\$	3,675.75	\$	-
78	2757.57	RAPID STABILIZATION, METHOD 2	ACRE	12.50		\$1,575.00	\$	19,687.50	\$	-

Schedule A Subtotal: \$ 3,661,912.83 \$ 110,337.79

Schedule: B
Description: Storm Sewer 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
79	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	2,469.00	358.00	\$9.50	\$ 23,455.50	\$ 3,401.00
80	2104.509	REMOVE MANHOLE OR CATCHBASIN	EACH	68.00	5.00	\$215.00	\$ 14,620.00	\$ 1,075.00
81	2104.509	REMOVE CASTING AND RINGS (STORM)	EACH	2.00	-	\$1.00	\$ 2.00	\$ -
82	2104.509	REMOVE CONCRETE FLARED END SECTION	EACH	8.00	-	\$300.00	\$ 2,400.00	\$ -
83	2501.515	15" RC PIPE APRON	EACH	3.00	-	\$1,075.00	\$ 3,225.00	\$ -
84	2501.515	24" RC PIPE APRON	EACH	1.00	-	\$1,445.00	\$ 1,445.00	\$ -
85	2501.602	TRASH GUARD FOR 15" PIPE APRON	EACH	2.00	-	\$1.00	\$ 2.00	\$ -
86	2501.602	SALVAGE AND RE-INSTALL FLARED END SECTION	EACH	1.00	-	\$785.00	\$ 785.00	\$ -
87	2501.602	EXISTING FLARED END SECTION RESTORATION	EACH	3.00	-	\$785.00	\$ 2,355.00	\$ -
88	2503.541	15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	3,329.00	176.00	\$22.50	\$ 74,902.50	\$ 3,960.00
89	2503.541	18" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	1,036.00	762.00	\$25.50	\$ 26,418.00	\$ 19,431.00
90	2503.541	21" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	27.00	-	\$30.50	\$ 823.50	\$ -
91	2503.541	24" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	68.00	-	\$34.50	\$ 2,346.00	\$ -
92	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	55.00	3.00	\$900.00	\$ 49,500.00	\$ 2,700.00
93	2503.602	CUT-IN STORM MANHOLE	EACH	4.00	-	\$2,150.00	\$ 8,600.00	\$ -
94	2504.602	CONSTRUCT BULKHEAD (STORM)	EACH	4.00	2.00	\$285.00	\$ 1,140.00	\$ 570.00
95	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL (CB-2'X3')	EACH	46.00	2.00	\$1,450.00	\$ 66,700.00	\$ 2,900.00
96	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4022	EACH	38.00	5.00	\$2,550.00	\$ 96,900.00	\$ 12,750.00
97	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	EACH	9.00	-	\$2,550.00	\$ 22,950.00	\$ -
98	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	EACH	1.00	-	\$3,550.00	\$ 3,550.00	\$ -
99	2506.601	MANHOLE CONE SECTION	EACH	2.00	-	\$2,050.00	\$ 4,100.00	\$ -
100	2506.602	CONSTRUCT DRAINAGE STRUCTURE (SUMP BASKET)	EACH	6.00	-	\$3,050.00	\$ 18,300.00	\$ -
101	2506.602	INSTALL NEW RINGS AND CASTING (STORM)	EACH	7.00	-	\$955.00	\$ 6,685.00	\$ -
102	2506.602	RECONSTRUCT MANHOLES OR CATCH BASIN	EACH	4.00	-	\$1,375.00	\$ 5,500.00	\$ -
103	2506.602	RECONSTRUCT MANHOLES OR CATCH BASIN (SPECIAL)	EACH	6.00	-	\$1,375.00	\$ 8,250.00	\$ -
104	2511.501	RANDOM RIP RAP CLASS IV	CU YD	23.00	-	\$80.00	\$ 1,840.00	\$ -
105	2575.604	EROSION STABILIZATION MAT	SQ YD	100.00	-	\$7.95	\$ 795.00	\$ -

Schedule B Subtotal: \$ 447,589.50 \$ 46,787.00

Schedule: C
 Description: Pond/Outfall 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
106	2101.501	CLEARING	ACRE	1.93		\$3,250.00	\$ 6,272.50	\$ -
107	2101.506	GRUBBING	ACRE	1.93		\$3,250.00	\$ 6,272.50	\$ -
108	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	451.00		\$10.50	\$ 4,735.50	\$ -
109	2104.507	REMOVE CONCRETE RUBBLE	CU YD	60.00		\$38.50	\$ 2,310.00	\$ -
110	2104.509	REMOVE SURGE BASIN	EACH	3.00		\$1,150.00	\$ 3,450.00	\$ -
111	2104.509	REMOVE CONCRETE FLARED END SECTION	EACH	2.00		\$295.00	\$ 590.00	\$ -
112	2105.525	TOPSOIL BORROW (LV)	CU YD	1,537.00		\$15.00	\$ 23,055.00	\$ -
113	2501.515	15" RC PIPE APRON	EACH	1.00		\$1,075.00	\$ 1,075.00	\$ -
114	2501.515	24" RC PIPE APRON	EACH	3.00		\$1,445.00	\$ 4,335.00	\$ -
115	2501.515	30" RC PIPE APRON	EACH	1.00		\$1,625.00	\$ 1,625.00	\$ -
116	2501.602	TRASH GUARD FOR 15" PIPE APRON	EACH	1.00		\$1.00	\$ 1.00	\$ -
117	2501.602	TRASH GUARD FOR 24" PIPE APRON	EACH	3.00		\$1.00	\$ 3.00	\$ -
118	2501.602	TRASH GUARD FOR 30" PIPE APRON	EACH	1.00		\$1.00	\$ 1.00	\$ -
119	2503.541	15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	37.00		\$42.50	\$ 1,572.50	\$ -
120	2503.541	24" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	626.00		\$47.50	\$ 29,735.00	\$ -
121	2503.541	30" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	88.00		\$54.50	\$ 4,796.00	\$ -
122	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	5.00		\$900.00	\$ 4,500.00	\$ -
123	2504.602	CONSTRUCT BULKHEAD (STORM)	EACH	1.00		\$285.00	\$ 285.00	\$ -
124	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	EACH	6.00		\$3,150.00	\$ 18,900.00	\$ -
125	2511.501	RANDOM RIP RAP, CLASS IV	CU YD	38.00		\$80.00	\$ 3,040.00	\$ -
126	2575.523	EROSION CONTROL BLANKET CATEGORY 4	SQ YD	8,167.00		\$1.45	\$ 11,842.15	\$ -
127	2573.54	FILTER LOG TYPE COMPOST BIOROLL	LIN FT	1,860.00		\$4.20	\$ 7,812.00	\$ -
128	2575.604	EROSION STABILIZATION MAT	SQ YD	53.00		\$6.95	\$ 368.35	\$ -
129	2575.605	SEEDING, MNDOT MIX NO. 328	ACRE	1.90		\$975.00	\$ 1,852.50	\$ -

Schedule C Subtotal:

\$ 138,429.00

\$ -

Schedule: D
 Description: Sanitary Sewer 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
130	2104.501	REMOVE PIPE SEWER (SANITARY)	LIN FT	100.00		\$1.00	\$ 100.00	\$ -
131	2104.509	REMOVE CASTING AND RINGS (SANITARY)	EACH	10.00		\$1.00	\$ 10.00	\$ -
132	2503.511	8" PVC PIPE SEWER SDR 26	LIN FT	100.00		\$30.00	\$ 3,000.00	\$ -
133	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	3.00		\$1,275.00	\$ 3,825.00	\$ -
134	2506.602	REPLACE SANITARY SEWER SERVICE	EACH	2.00		\$1,175.00	\$ 2,350.00	\$ -
135	2506.602	INSTALL NEW RINGS AND CASTING (SANITARY)	EACH	10.00		\$995.00	\$ 9,950.00	\$ -
136	2506.602	FURNISH AND INSTALL EXTERNAL MANHOLE CHIMNEY SEAL	EACH	32.00		\$200.00	\$ 6,400.00	\$ -
137	2506.602	RECONSTRUCT MANHOLES SANITARY SEWER	EACH	15.00		\$735.00	\$ 11,025.00	\$ -

Schedule D Subtotal:

\$ 36,660.00

\$ -

Schedule: E
 Description: Watermain 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
138	2103.507	DISCONNECT WATER SERVICE	EACH	10.00		\$300.00	\$ 300.00	\$ -
139	2104.501	REMOVE WATERMAIN	LIN FT	400.00	51.00	\$1.00	\$ 400.00	\$ 51.00
140	2104.509	REMOVE GATE VALVE	EACH	31.00	7.00	\$275.00	\$ 8,525.00	\$ 1,925.00
141	2104.509	REMOVE GATE VALVE BOX	EACH	10.00		\$275.00	\$ 2,750.00	\$ -
142	2104.509	REMOVE HYDRANT AND GATE VALVE	EACH	26.00	6.00	\$575.00	\$ 14,950.00	\$ 3,450.00
143	2104.509	REMOVE HYDRANT	EACH	1.00		\$575.00	\$ 575.00	\$ -
144	2504.602	REMOVE AND REPLACE WATER SERVICE	EACH	1.00		\$1,675.00	\$ 1,675.00	\$ -
145	2504.602	1" CORPORATION STOP	EACH	10.00		\$75.00	\$ 750.00	\$ -
146	2504.602	RECONNECT WATER SERVICE	EACH	10.00		\$145.00	\$ 1,450.00	\$ -
147	2504.602	WATERMAIN SERVICE ADJUSTMENT	EACH	20.00		\$295.00	\$ 5,900.00	\$ -
148	2504.602	ADJUST VALVE BOX	EACH	11.00		\$345.00	\$ 3,795.00	\$ -
149	2504.602	WATERMAIN OFFSET	EACH	5.00		\$3,275.00	\$ 16,375.00	\$ -
150	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	10.00		\$1,175.00	\$ 11,750.00	\$ -
151	2504.602	HYDRANT AND GATE VALVE	EACH	28.00	6.00	\$4,575.00	\$ 128,100.00	\$ 27,450.00
152	2504.602	CUT IN 8" GATE VALVE & BOX	EACH	1.00		\$2,475.00	\$ 2,475.00	\$ -
153	2504.602	6" GATE VALVE AND BOX	EACH	29.00	9.00	\$1,575.00	\$ 45,675.00	\$ 14,175.00
154	2504.602	8" GATE VALVE AND BOX	EACH	5.00		\$2,575.00	\$ 12,875.00	\$ -
155	2504.602	INSTALL PRESSURE REDUCING VALVE	EACH	1.00		\$11,000.00	\$ 11,000.00	\$ -
156	2504.602	GATE VALVE BOX	EACH	20.00		\$625.00	\$ 12,500.00	\$ -
157	2504.602	CURB STOP AND BOX	EACH	15.00		\$405.00	\$ 6,075.00	\$ -
158	2504.603	6" DIP WATERMAIN, CLASS 52	LIN FT	200.00	36.00	\$40.00	\$ 8,000.00	\$ 1,440.00
159	2504.603	8" DIP WATERMAIN, CLASS 52	LIN FT	200.00		\$50.00	\$ 10,000.00	\$ -
160	2504.604	4" POLYSTYRENE INSULATION	SQ YD	50.00	3.56	\$40.00	\$ 2,000.00	\$ 142.40
161	2504.608	DUCTILE IRON FITTINGS	POUND	800.00		\$4.00	\$ 3,200.00	\$ -

Schedule E Subtotal: \$ 311,095.00 \$ 48,633.40

Schedule: F
 Description: Allowances

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
162	2130.601	WATER USAGE ALLOWANCE	LUMP SUM	1.00		\$15,000.00	\$ 15,000.00	\$ -
163	2504.601	IRRIGATION SYSTEM REPAIR ALLOWANCE	LUMP SUM	1.00		\$20,000.00	\$ 20,000.00	\$ -
164	2540.601	BOULEVARD LANDSCAPING ALLOWANCE	LUMP SUM	1.00		\$25,000.00	\$ 25,000.00	\$ -
165	2563.601	TRAFFIC CONTROL ALLOWANCE	LUMP SUM	1.00		\$40,000.00	\$ 40,000.00	\$ -
166	2573.601	ADDITIONAL STORM WATER MANAGEMENT ALLOWANCE	LUMP SUM	1.00		\$20,000.00	\$ 20,000.00	\$ -

Schedule F Subtotal:

\$ 120,000.00

\$ -

COST SUMMARY

Contract: CP NO. 2012-09D
Owner: City of Inver Grove Heights
Project: 2012 Urban Street Reconstruction - 65th Street Neighborhood

Schedule	Description	Total Estimated Cost	Total Contract Cost To-Date
A	Street Improvements	\$ 3,661,912.83	\$ 110,337.79
B	Storm Sewer Improvements	\$ 447,589.50	\$ 46,787.00
C	Pond/Outfall Improvements	\$ 138,429.00	\$ -
D	Sanitary Sewer Improvements	\$ 36,660.00	\$ -
E	Watermain Improvements	\$ 311,095.00	\$ 48,633.40
F	Allowances	\$ 120,000.00	\$ -
		Total Base Bid	\$ 4,715,686.33

Change Order No. X

Total Contract Amount	\$ 4,715,686.33
Contract Work Completed To Date	\$ 205,758.19
Retainage (5.0%)	\$ 10,287.91
Previous Payments	
Amount Due This Partial Payment #1	\$ 195,470.28

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 1 for City Project No. 2010-41 – TH 3 Turn Lanes at Autumn Way

Meeting Date: June 25, 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

SAT
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: Developer Cost-share Agreement, Municipal State Aid Funds, and Mn/DOT Cooperative Agreement

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 1 for City Project No. 2010-41 – TH 3 Turn Lanes at Autumn Way.

SUMMARY

The improvements were ordered in conjunction with the Argenta Hills residential development. The contract was awarded in the amount of \$480,706.02 to Max Steininger, Inc., on May 14, 2012 for City Project No. 2010-41 – TH 3 Turn Lanes at Autumn Way.

The contractor has completed the work through May 31, 2012 in accordance with the contract plans and specifications. A five (5) percent retainage will be maintained until the project is completed.

I recommend approval of Payment Voucher No. 1 in the amount of \$118,542.39 for work on City Project No. 2010-41 – TH 3 Turn Lanes at Autumn Way.

TJK/me

Attachments: Pay Voucher No. 1



Owner: City of Inver Grove Heights
 8150 Barbara Ave
 Inver Grove Hghts, MN 55077-3410

Date: 6/15/2012

For Period: 5/29/2012 to 6/15/2012

Request No.: 1

Contractor: Max Steininger, Inc.
 3080 Lexington Avenue South
 Eagan, MN 55121

Pay Voucher

IGH - TH 3 Construction Services SP 1908-85
 Client Contract No.:
 Project No.: 02108-00
 Client Project No.:

Project Summary			
1	Original Contract Amount		\$480,706.02
2	Contract Changes - Addition	\$0.00	
3	Contract Changes - Deduction	\$0.00	
4	Revised Contract Amount		\$480,706.02
5	Value Completed to Date		\$124,781.46
6	Material on Hand		\$0.00
7	Amount Earned		\$124,781.46
8	Less Retainage 5%		\$6,239.07
9	Subtotal		\$118,542.39
10	Less Amount Paid Previously		\$0.00
11	Liquidated Damages		\$0.00
12	AMOUNT DUE THIS PAY VOUCHER NO. 1		\$118,542.39

THIS IS TO CERTIFY THAT THE ITEMS OF WORK SHOWN IN THIS CERTIFICATE OF PARTIAL PAYMENT HAVE BEEN ACTUALLY FINISHED FOR THE WORK COMPRISING THE ABOVE MENTIONED PROJECTS IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS HERETOFORE APPROVED.

Recommended for Approval by:
 WSB & Associates, Inc.

Approved by Contractor:
 Max Steininger, Inc.

Construction Observer:

Approved by Owner:
 City of Inver Grove Heights

Specified Contract Completion Date:

Date:

Comment:

Project Material Status

Item No	Item	Description	Units	Unit Price	Contract Quantity	Quantity to Date	Current Quantity	Amount to Date
Base Bid								
1	2021.501	MOBILIZATION	LUMP SUM	\$24,000.00	1	0.5	0.5	\$12,000.00
2	2104.501	REMOVE PIPE CULVERTS	LIN FT	\$15.26	29	0	0	\$0.00
3	2104.501	REMOVE WOVEN WIRE FENCE	LIN FT	\$2.68	520	520	520	\$1,393.60
4	2104.501	REMOVE GUARD RAIL	LIN FT	\$2.89	414	360	360	\$1,040.40
5	2104.507	REMOVE BITUMINOUS PAVEMENT	CU YD	\$25.13	230	0	0	\$0.00
6	2104.507	REMOVE CONCRETE PAVEMENT	CU YD	\$27.62	680	0	0	\$0.00
7	2104.509	REMOVE ENERGY ABSORBING TERMINAL	EACH	\$321.38	3	3	3	\$964.14
8	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$1.66	1758	1630	1630	\$2,705.80
9	2104.523	SALVAGE GATE VALVE & BOX	EACH	\$1,908.06	1	1	1	\$1,908.06
10	2104.523	SALVAGE SIGN TYPE C	EACH	\$26.78	4	4	4	\$107.12
11	2105.501	COMMON EXCAVATION (P)	CU YD	\$8.65	7988	4000	4000	\$34,600.00
12	2211.501	AGGREGATE BASE CLASS 5	TON	\$10.95	4433	0	0	\$0.00
13	2232.501	MILL BITUMINOUS SURFACE (2.0")	SQ YD	\$5.35	715	0	0	\$0.00
14	2232.603	MILLED RUMBLE STRIPS-INTERMITTENT	LIN FT	\$2.57	1895	0	0	\$0.00
15	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	\$3.21	599	0	0	\$0.00
16	2360.501	TYPE SP 12.5 WEARING COURSE MIXTURE (3.B)	TON	\$60.00	444	0	0	\$0.00
17	2360.501	TYPE SP 12.5 WEARING COURSE MIXTURE (3.C)	TON	\$66.42	1071	0	0	\$0.00
18	2360.502	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3.C)	TON	\$66.42	821	0	0	\$0.00
19	2501.515	15" RC PIPE APRON	EACH	\$687.76	4	0	0	\$0.00
20	2501.515	24" RC PIPE APRON	EACH	\$876.42	1	0	0	\$0.00
21	2501.561	15" RC PIPE CULVERT DESIGN 3006 CLASS V	LIN FT	\$53.32	78	0	0	\$0.00
22	2503.511	24" CS PIPE SEWER	LIN FT	\$54.08	15	0	0	\$0.00
23	2503.541	24" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	\$62.33	94	0	0	\$0.00
24	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$954.03	1	0	0	\$0.00
25	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$3,175.20	2	2	2	\$6,350.40
26	2504.602	RELOCATE HYDRANT AND VALVE	EACH	\$2,223.62	1	1	1	\$2,223.62
27	2504.602	16" GATE VALVE AND BOX	EACH	\$9,284.90	1	1	1	\$9,284.90
28	2504.602	VALVE BOX EXTENSION	EACH	\$476.28	1	1	1	\$476.28
29	2504.602	VALVE OPERATOR EXTENSION	EACH	\$507.84	1	1	1	\$507.84
30	2504.603	LOWER 16" WATERMAIN	LIN FT	\$38.10	500	449	449	\$17,106.90
31	2504.603	8" WATERMAIN HDPE	LIN FT	\$18.20	980	1002	1002	\$18,236.40
32	2504.608	DUCTILE IRON FITTINGS	POUND	\$3.23	1000	0	0	\$0.00
33	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	\$320.53	10.1	0	0	\$0.00
34	2506.503	RECONSTRUCT DRAINAGE STRUCTURE	LIN FT	\$435.03	6	6	6	\$2,610.18
35	2506.516	CASTING ASSEMBLY	EACH	\$1,049.92	2	0	0	\$0.00
36	2511.501	RANDOM RIPRAP CLASS III	CU YD	\$152.64	8.8	0	0	\$0.00
37	2511.511	GRANULAR FILTER	CU YD	\$61.06	4.4	0	0	\$0.00
38	2540.602	RELOCATE MAIL BOX SUPPORT	EACH	\$107.13	6	2	2	\$214.26
39	2554.501	TRAFFIC BARRIER DESIGN B8338	LIN FT	\$19.28	396	0	0	\$0.00
40	2554.509	GUIDE POST TYPE B	EACH	\$53.56	5	0	0	\$0.00
41	2554.523	END TREATMENT-TANGENT TERMINAL	EACH	\$2,453.20	1	0	0	\$0.00
42	2557.501	WIRE FENCE DESIGN 6.5-9321	LIN FT	\$8.36	520	0	0	\$0.00
43	2563.601	TRAFFIC CONTROL 1	LUMP SUM	\$1,071.27	1	0.75	0.75	\$803.45
44	2563.601	DETOUR SIGNING	LUMP SUM	\$11,730.37	1	0.75	0.75	\$8,797.78
45	2564.531	SIGN PANELS TYPE C	SQ FT	\$42.31	17	0	0	\$0.00
46	2564.536	INSTALL SIGN PANEL TYPE C	EACH	\$160.69	4	0	0	\$0.00
47	2573.502	SILT FENCE, TYPE MACHINE SLICED	LIN FT	\$1.61	2100	1980	1980	\$3,187.80
48	2573.530	STORM DRAIN INLET PROTECTION	EACH	\$155.33	6	1	1	\$155.33
49	2573.540	FILTER LOG TYPE WOOD FIBER BIROLL	LIN FT	\$2.68	160	40	40	\$107.20
50	2573.601	ADDITIONAL STORMWATER MANAGEMENT ALLOWANCE	LUMP SUM	\$5,000.00	1	0	0	\$0.00

Item No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity to Date	Current Quantity	Amount to Date
51	2575.501	SEEDING	ACRE	\$374.94	2	0	0	\$0.00
52	2575.502	SEED MIXTURE 250	POUND	\$2.04	144	0	0	\$0.00
53	2575.502	SEED MIXTURE 310	POUND	\$18.21	8	0	0	\$0.00
54	2575.502	SEED MIXTURE 328	POUND	\$5.62	9	0	0	\$0.00
55	2575.523	EROSION CONTROL BLANKETS CATEGORY 3	SQ YD	\$0.96	1881	0	0	\$0.00
56	2575.523	EROSION CONTROL BLANKETS CATEGORY 4	SQ YD	\$3.21	15	0	0	\$0.00
57	2575.532	FERTILIZER TYPE 3	POUND	\$0.59	700	0	0	\$0.00
58	2575.535	WATER USAGE ALLOWANCE	LUMP SUM	\$1,000.00	1	0	0	\$0.00
59	2575.550	COMPOST, GRADE 2	CU YD	\$31.56	75	0	0	\$0.00
60	2575.560	HYDRAULIC SOIL STABILIZER TYPE 6	POUND	\$1.06	4630	0	0	\$0.00
61	2582.501	PAVEMENT MESSAGE (LEFT ARROW) POLY PREFORM	EACH	\$428.51	2	0	0	\$0.00
62	2582.501	PAVEMENT MESSAGE (RIGHT ARROW) POLY PREFORM	EACH	\$428.51	2	0	0	\$0.00
63	2582.502	4" SOLID LINE WHITE-EPOXY	LIN FT	\$0.32	3315	0	0	\$0.00
64	2582.502	24" SOLID LINE YELLOW-EPOXY	LIN FT	\$7.57	385	0	0	\$0.00
65	2582.502	4" DOUBLE SOLID LINE YELLOW-EPOXY	LIN FT	\$0.64	3115	0	0	\$0.00
Totals For Base Bid:								\$124,781.46
Project Totals:								\$124,781.46

Project Payment Status
 Owner: City of Inver Grove Heights
 Client Project No.:
 Client Contract No.:
 Project No.: 02108-00
 Contractor: Max Steining, Inc.

Contract Changes

No.	Type	Date	Description	Amount
Change Order Totals:				\$0.00

Payment Summary

No.	From Date	To Date	Payment	Total Payment	Retainage Per Payment	Total Retainage	Total Payment + Retainage	Work Certified Per Payment	Total Work Certified
1	5/29/2012	6/15/2012	\$118,542.39	\$118,542.39	\$6,239.07	\$6,239.07	\$124,781.46	\$124,781.46	\$124,781.46
Payment Totals:				\$118,542.39		\$6,239.07	\$124,781.46		\$124,781.46

Project Summary

Material On Hand:	\$0.00		
Total Payment to Date:	\$118,542.39	Original Contract:	\$480,706.02
Total Retainage:	\$6,239.07	Contract Changes:	\$0.00
Total Amount Earned:	\$124,781.46	Revised Contract:	\$480,706.02

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 2 for 2011 Storm Water Facility Maintenance Program - City Project No. 2011-17

Meeting Date: June 25, 2012
Item Type: Consent
Contact: Thomas J. Kaldunski, 651.450.2572
Prepared by: Michael R. Edwards, Sr. Engr. Tech.
Reviewed by: Scott D. Thureen, Public Works Director

TJK
SMT

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 Pay Voucher No. 2 for City Project No. 2011-17

SUMMARY

The project was awarded on September 26, 2011 to Gartzke Construction in the amount of \$66,710.00.

The contractor has completed the work in accordance with contract plans and specifications. A 0.5% retainage is being held until ground cover is established.

I recommend approval of Pay Voucher No. 2 in the amount of \$ 4,244.28 for City Project No. 2011-17.

TJK/me
Attachments: Pay Voucher No. 2

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO. 2 (Two)
DATE: June 25, 2012
PERIOD ENDING: May 31, 2012
CONTRACT: 2011-17
PROJECT NO: City Project No. 2011-17

TO: Gartzke Construction
2177 Highland Drive
Hastings, MN 55033

A. Original Contract Amount..... \$66,710.00
B. Total Addition \$0.00
C. Total Deductions \$0.00
D. Total Contract Amount \$66,710.00
E. Total Value of Work to Date \$61,384.00
F. Less Retained (0.5%) \$ 306.92
G. Less Previous Payment \$56,832.80
H. Total Approved for Payment this Voucher..... \$ 4,244.28
I. Total Payments Including this Voucher..... \$ 61,077.08

APPROVALS:

Pursuant to our field observations, I hereby recommend for payment the above stated amount for work performed through May 31, 2012.

Signed by: Thomas J. Kaldunski 6/20/12
Thomas J. Kaldunski, City Engineer Date

Signed by: _____
Gartzke Construction Date

Signed by: _____
George Tourville, Mayor Date

CITY PROJECT NO. 2011-17

STORM WATER FACILITY MAINTENANCE PROGRAM (BLACKBERRY TRAIL)

NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	QUANTITY TO DATE	CONTRACT UNIT PRICE	TOTAL ESTIMATED COST	TOTAL CONTRACT COST
1	MOBILIZATION	LS	1	1	\$ 2,000.00	\$2,000.00	\$ 2,000.00
2	CLEARING	TREE	27	27	\$ 140.00	\$3,780.00	\$ 3,780.00
3	GRUBBING	TREE	34	34	\$ 110.00	\$3,740.00	\$ 3,740.00
4	SALVAGE AND RE-INSTALL END SECTION	LS	1	1	\$ 4,000.00	\$4,000.00	\$ 4,000.00
5	EXCAVATION (FILL OVER NEW PIPE) (P)	CY	60	60	\$ 50.00	\$3,000.00	\$ 3,000.00
6	AGGREGATE BASE CLASS 5 (100% CRUSHED)	CY	10	10	\$ 40.00	\$400.00	\$ 400.00
7	BIT ROLLED CURB	LF	40	50	\$ 6.00	\$240.00	\$ 300.00
8	BITUMINOUS PATCHING	SY	50	110	\$ 45.00	\$2,250.00	\$ 4,950.00
9	24" HDPE PIPE APRON AND TRASH GUARD	EA	2	2	\$ 850.00	\$1,700.00	\$ 1,700.00
10	TEMPORARY SEDIMENT BASIN & RISER	LS	1	1	\$ 2,000.00	\$2,000.00	\$ 2,000.00
11	CONNECT TO EXISTING STORM SEWER	EA	2	2	\$ 1,000.00	\$2,000.00	\$ 2,000.00
12	18" HDPE PIPE SEWER	LF	65	65	\$ 31.00	\$2,015.00	\$ 2,015.00
13	24" HDPE PIPE SEWER	LF	44	44	\$ 42.00	\$1,848.00	\$ 1,848.00
14	24" C900 PIPE	LF	16	16	\$ 110.00	\$1,760.00	\$ 1,760.00
15	15" RCP PIPE SEWER	LF	44	44	\$ 42.00	\$1,848.00	\$ 1,848.00
16	PIPE BEDDING	CY	35	0	\$ 40.00	\$1,400.00	\$ -
17	ABANDON BULKHEAD, AND FILL 30" CMP	LF	66	66	\$ 18.00	\$1,188.00	\$ 1,188.00
18	CONST DRAINAGE STRUCTURE DES 48-4020	EA	3	3	\$ 3,800.00	\$11,400.00	\$ 11,400.00
19	HIGH CAPACITY CATCHBASIN (STD. PLATE STM-08)	EA	1	1	\$ 4,000.00	\$4,000.00	\$ 4,000.00
20	RANDOM RIPRAP CLASS III	CY	25	21	\$ 100.00	\$2,500.00	\$ 2,100.00
21	RANDOM RIPRAP CLASS IV	CY	30	22	\$ 100.00	\$3,000.00	\$ 2,200.00
22	SILT FENCE, MACHINE SLICED	LF	50	0	\$ 5.00	\$250.00	\$ -
23	STORM DRAIN INLET PROTECTION	EA	1	0	\$ 150.00	\$150.00	\$ -
24	EROSION CONTROL ALLOWANCE	LS	1	0	\$ 2,000.00	\$2,000.00	\$ 970.00
25	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EA	2	0	\$ 500.00	\$1,000.00	\$ -
26	EROSION STABILIZATION MAT (ENKAMAT)	SY	100	60	\$ 10.00	\$1,000.00	\$ 600.00
27	EROSION STABILIZATION MAT (FLEXTERRA)	SY	300	160	\$ 6.00	\$1,800.00	\$ 960.00
28	SELECT TOPSOIL BORROW	CY	50	54	\$ 25.00	\$1,250.00	\$ 1,350.00
29	GEOTEXTILE FABRIC	SY	150	75	\$ 4.00	\$600.00	\$ 300.00
30	SEEDING, MIX NO. 350	SY	650	650	\$ 1.50	\$975.00	\$ 975.00
31	HYDROSEEDING	GAL	400	0	\$ 1.30	\$520.00	\$ -

TOTAL CONTRACT COST

ORIGINAL CONTRACT AMOUNT	\$ 66,710.00	
		\$ 61,384.00
CONTRACT WORK COMPLETED		\$ 61,384.00
RETAINAGE (0.5%)		\$ 306.92
PREVIOUS PAYMENTS		\$ 56,832.80
AMOUNT DUE PAYMENT #2		\$ 4,244.28

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Pay Voucher No. 2, Engineer's Report of Acceptance and Resolution Accepting Work for City Project No. 2010-22 – Ravine Pond Erosion Mitigation

Meeting Date: June 25, 2012
Item Type: Consent
Contact: Thomas J. Kaldunski, 651.450.2572
Prepared by: Mike Edwards, Engineering Technician
Reviewed by: Scott D. Thureen, Public Works Director

TJK
SDT
SB

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider Final Pay Voucher No. 2, Engineer's Report of Acceptance and Resolution Accepting Work for City Project No. 2010-22 – Ravine Pond Erosion Mitigation.

SUMMARY

The project was awarded on October 10, 2011 to Total Construction & Equipment, Inc. in the amount of \$15,675.00.

The contractor has completed the work in accordance with contract plans and specifications. Ground cover is established.

Engineering recommends approval of Final Pay Voucher No. 2 in the amount of \$ 783.75, Engineer's Report of Acceptance and Resolution Accepting Work for City Project No. 2010-22 – Ravine Pond Erosion Mitigation.

TJK/me

Attachments: Final Pay Voucher No. 2
Engineer's Report of Acceptance
Resolution Accepting Work

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAYMENT VOUCHER

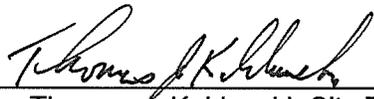
ESTIMATE NO. 2 (Two) Final
DATE: June 25, 2012
PERIOD ENDING: May 31, 2011
CONTRACT: 2010- 22
PROJECT NO: City Project No. 2010-22

TO: Total Construction & Equipment
10195 Inver Grove Trail
Inver Grove Heights, MN 55076

A. Original Contract Amount.....\$ 15,675.00
B. Total Addition (Change Orders No. 1, 2).....\$ 0.00
C. Total Deductions (Change Order No. 3)\$0.00
D. Total Contract Amount.....\$ 15,675.00
E. Total Value of Work to Date\$ 15,675.00
F. Less Retained (0%)\$0.00
G. Less Previous Payment.....\$ 14,891.25
H. Total Approved for Payment this Voucher\$ 783.75
I. Total Payments Including this Voucher.....\$ 15,675.00

APPROVALS:

Pursuant to our field observations, I hereby recommend for payment the above stated amount for work performed through May 31, 2012.

Signed by:  June 25, 2012
Thomas J. Kaldunski, City Engineer Date

Signed by: _____
Total Construction & Equipment Date

Signed by: _____
George Tourville, Mayor June 25, 2012
Date

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ENGINEER'S REPORT OF FINAL ACCEPTANCE

CITY PROJECT NO. 2010-22
RAVINE POND EROSION MITIGATION

June 25, 2012

TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have received the work under contract with Total Construction & Equipment, Inc. for City Project 2010-22- Ravine Pond Erosion Mitigation.

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

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

Original Contract Amount.....	\$ 15,675.00
Total Addition (Change Orders No. 1, 2).....	\$ 0.00
Total Deduction (Change Order No. 3)	\$ 0.00
Total Contract Amount.....	\$ 15,675.00
Total Value of Work to Date.....	\$ 15,675.00
Less Previous Payment	\$14,891.25
Total Approved for Payment this Voucher.....	\$ 783.75
Total Payments including this Voucher	\$ 15,675.00

Sincerely,



Thomas J. Kaldunski, P.E.
City Engineer

TJK/me

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

**RESOLUTION ACCEPTING WORK OF TOTAL CONSTRUCTION & EQUIPEMENT, INC.
AND AUTHORIZING FINAL PAYMENT IN THE AMOUNT OF \$ 783.75**

**CITY PROJECT NO. 2010-22
RAVINE POND EROSION MITIGATION**

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated October 10, 2011, Total Construction & Equipment, Inc. satisfactorily completed improvements and appurtenances for City Project No. 2010-22 – Ravine Pond Erosion Mitigation.

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

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

Adopted by the City Council of Inver Grove Heights this 25th day of June 2012.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Authorizing Approval of Consent Letter for Modification of Antenna Facilities

Meeting Date: June 25, 2012
 Item Type: Consent
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *SDT*

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

PURPOSE/ACTION REQUESTED

Consider resolution authorizing approval of consent letter for modification of antenna facilities.

SUMMARY

The City has received a request from T-Mobile Central LLC (T-Mobile), the owner of the monopole antenna tower located on City property at 6410 Carmen Avenue East, to sign a consent letter acknowledging, accepting and agreeing that T-Mobile has the right to modify its antenna facilities by replacing nine existing antennas with nine new antennas.

The modifications are allowed under the current lease agreement for the site. That agreement requires the lessee to obtain permission from the lessor prior to implementing the equipment change. Staff has reviewed the proposed plans and the lease agreement and recommends that the City Council approve the resolution authorizing the City Administrator to sign the consent letter.

SDT/kf

Attachments: Consent Letter for Modification of Antenna Facilities
 Resolution

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

**RESOLUTION AUTHORIZING CITY ADMINISTRATOR TO SIGN CONSENT LETTER FOR
MODIFICATION OF ANTENNA FACILITIES**

RESOLUTION NO. _____

WHEREAS, T-Mobile Central LLC, as successor in interest to APT Minneapolis, Inc. (T-Mobile) and the City of Inver Grove Heights entered into a Lease for Communication Facility dated November 22, 1999 (including any amendments thereto, the "Lease") for a site located at 6410 Carmen Avenue East, upon which T-Mobile operates wireless antenna facilities; and

WHEREAS, pursuant to Article 6 (e) of the Lease, the lessee must notify and provide a detailed proposal to the lessor concerning any replacement facilities; and

WHEREAS, T-Mobile desires to replace nine (9) existing antennas on the monopole tower with nine (9) new antennas; and

WHEREAS, T-Mobile has requested a consent letter acknowledging, accepting and agreeing to the antenna facility modification; and

WHEREAS, staff has reviewed the submittal from T-Mobile and approves the requested antenna facility modifications.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of Inver Grove Heights authorizes the City Administrator to sign the consent letter for the requested antenna facility modification on behalf of the City.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy Clerk

T-Mobile
8000 West 78th Street, Suite 400
Edina, MN 55439

May 23rd, 2012

**VIA CERTIFIED U.S. MAIL,
RETURN RECEIPT REQUESTED**

Joe Lynch
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, Minnesota 55077

Re: T-Mobile Site #: A1Q0407A
Site Address: 6410 Carmen Avenue East
Acknowledgment and Consent Letter for Modification of Antenna Facilities

Dear Sir or Madam:

T-Mobile Central LLC, as successor in interest to APT Minneapolis, Inc. ("T-Mobile") and City of Inver Grove Heights, entered into a Lease for Communication Facility dated November 22, 1999 (including any amendments thereto, the "Lease") for a site located at 6410 Carmen Avenue East, upon which T-Mobile operates wireless antenna facilities.

Pursuant to the Lease, T-Mobile has the right to alter, replace, expand, enhance, modify or upgrade the antenna facilities at any time during the term of the Lease with landlord's approval, which cannot be unreasonably withheld, conditioned or delayed.

T-Mobile needs to modify the antenna facilities by installing the new equipment described in attached Exhibit 1. All of the new equipment will be installed within the existing premises.

To confirm your approval of the proposed modifications to the antenna facilities, please sign and date both counterparts of this letter, keep one for your records and return the other to T-Mobile in the enclosed envelope.

If you have any questions, please contact Lynette Woida at 952-833-4055. Thank you for your cooperation and attention to this matter.

Sincerely,
Mark Holm
Real Estate Manager

**Acknowledged, Accepted and Agreed:
Landlord: City of Inver Grove Heights**

By: _____

Name: _____

Title: _____

Date: _____

Exhibit 1
See Attached Drawing

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Ratifying the Submittal of a MPCA Environmental Assistance Grant Application for the Construction of City Project No. 2012-15 - Sediment Removal Project Storm Water Management Basin at 79th Street and Blanchard Way

Meeting Date: June 25, 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

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, MPCA Environmental Assistance Grant

PURPOSE/ACTION REQUESTED

Consider a resolution ratifying the submittal of a MPCA Environmental Assistance Grant Application to the Minnesota Pollution Control Agency (MPCA) to secure funding for portions of City Project No. 2012-15 – Sediment Removal Project Storm Water Management Basin at 79th Street and Blanchard Way.

SUMMARY

The City of Inver Grove Heights and the MPCA have been working together to improve water quality related to the discharge of urban storm water runoff into the Mississippi River. The City is working toward compliance with its MS4 permit and the MPCA non-degradation guidelines for the Mississippi River. Our MS4 inspection program has identified a storm water basin with polycyclic aromatic hydrocarbons (PAHs). The MPCA has a grant program to help cities with the cost of removal of Level 3 PAH-laden sediments from storm water ponds.

A cost estimate has been prepared for the removal of sediment from the storm water pond at 79th Street and Blanchard Way (see attached). The City is eligible to apply for this grant because it adopted an ordinance prohibiting the use of coal tar-based sealer.

The program requires the City to provide cost matching of at least 50% of the construction costs. The total sediment removal project cost is estimated at \$470,000. The City will be applying for \$100,000 grant to conduct a partial removal within a \$150,000 budget. A concept plan for the basin sediment removal is also attached. The City’s match for the construction will be fulfilled by providing an up to \$50,000, including value of the City engineering and construction services.

A copy of the MPCA grant application is attached. It consists of a grant narrative illustrating the project and grant request, applicant information, a funding source detail spreadsheet and a budget spreadsheet.

It is recommended that the City Council approve the resolution ratifying the submittal of the grant application to MPCA. Staff submitted the application to meet the June 14, 2012 deadline. The City will be told if we are successful by the end of 2012. Final design would start at that time, with a tentative construction start in the spring of 2013. The grant requires project completion by the end of 2013.

TJK/kf

- Attachments: Resolution
 Concept Plan
 MPCA Grant Application
 City estimate

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

**RESOLUTION RATIFYING THE SUBMITTAL OF MPCA ENVIRONMENTAL ASSISTANCE GRANT
APPLICATION FOR THE CONSTRUCTION OF CITY PROJECT NO. 2012-15 – SEDIMENT REMOVAL
FROM WATER MANAGEMENT BASIN AT 79TH STREET AND BLANCHARD WAY**

RESOLUTION NO. _____

WHEREAS, as part of the City's MS4 permit, the City desires to remove sediment laden with polycyclic aromatic hydrocarbon (PAH) contaminants from a storm water management facility near 79th Street and Blanchard Way as part of City Project No. 2012-15; and

WHEREAS, in order to improve the water quality and remove sediment with level 3 PAHs to a landfill, the City Council is seeking an MPCA Environmental Assistance Grant for the excavation of sediments in the storm water management basin; and

WHEREAS, the City and the Minnesota Pollution Control Agency have worked as partners in developing a concept for City Project No. 2012-15; and

WHEREAS, the City and the Barr Engineering have jointly prepared an application to the MPCA requesting a grant in the amount of \$100,000 through the MPCA Environmental Assistance Grant, General Application Program; and

WHEREAS, the City has agreed to provide its share of matching funds by providing the engineering services of the City Engineering Division and its consultant (Barr Engineering) and construction funding, up to \$50,000 in value.

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

1. The City Council ratifies the City Engineer's submittal of a grant application seeking funds to construct City Project No. 2012-15 – Sediment Removal from Water Management Basin at 79th Street and Blanchard Way Storm Water Management Basin to the MPCA Environmental Assistance Grant Program.

Adopted by the City Council this 25th day of June, 2012.

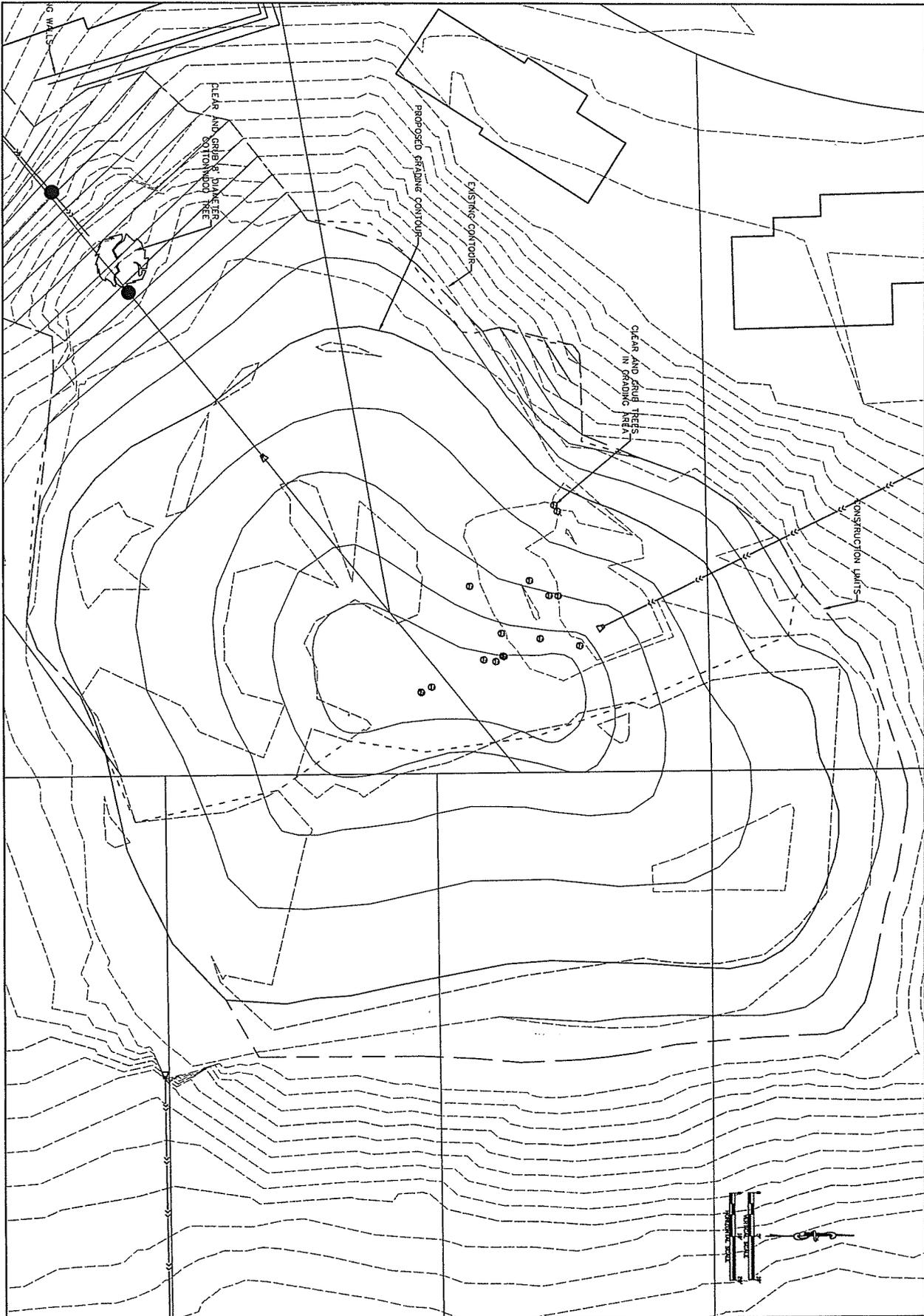
AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk



79TH ST. AND
BLANCHARD AVE. POND
2011 STORM WATER
FACILITY MAINTENANCE
PROGRAM



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

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE STATE OF MINNESOTA STATUTES SECTION 326.02 TO 326.16.
DATE: MNH. REG. NO. 18728.

DESIGN FILE:
2010-18
DRAWN BY:
NWH
CHECKED BY:
TJK
DATE:
6/27/2010

REV. NO.	DATE	DESCRIPTION



Minnesota Pollution Control Agency

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

PAH Contaminated Stormwater Pond Sediment Application

Environmental Assistance (EA) Grant Program
FY 12-13 Focus Area 1C

Doc Type: Grant Application

Instructions on how to complete this application are located on page three of this application form. Please read the complete Request for Proposals (RFP) and other associated documents before submitting this application. Eligible applicants are limited to municipalities that have adopted ordinances for the restricted use of undiluted coal tar sealants. Eligible project proposals are limited to those municipal projects focusing on removal and management of stormwater pond sediments contaminated with polycyclic aromatic hydrocarbons (PAH) - maximum grant amount of \$100,000; minimum 50 percent match from non-state funding sources required. Grant funds are specifically designated for eligible transportation and disposal costs. Construction/heavy equipment projects are subject to the hours of employment and wage rate provisions of Minn. Stat. §§ 177.41-177.44 and Minn. R. 5200.1000-5200.1120. To obtain specific wage rates, you must contact the Minnesota Department of Labor and Industry, Prevailing Wage Section, 443 Lafayette Road North, St. Paul, Minnesota, 55155, DLI.PrevWage@state.mn.us or 651-284-5091.

Table with 2 columns: MPCA Use Only, Grant ID#, Grant/project administrator:

Part I Application Cover Page

Applicant name: City of Inver Grove Heights, Minnesota
Address: 8150 Barbara Avenue
City: Inver Grove Heights State: MN Zip code: County: Dakota
Mailing address (if different): Same As Above
City: State: Zip code: County:
Contact name: Mr. Tom Kaldunski Title: City Engineer
E-mail: tkaldunski@invergroveheights.org Applicant's website: www.ci.inver-grove-heights.mn.us
Phone: 651-450-2572 Fax: 651-450-2502 MN House Dist: 39

Project title: 79th Street Pond, PAH Contaminated Sediment Removal

Project summary: The City of Inver Grove Heights is dedicated to improving the community's environmental quality. As part of routine maintenance of the city's stormwater ponds, accumulated sediment is tested for possible contaminants. Soil borings taken at the 79th Street Pond show high enough levels of PAH's to require disposal of the sediment in a MPCA-permitted landfill. Because this is an expensive disposal method, the city is requesting funds through the EA Grant Program to help offset the costs of dredging, transporting, and disposing of the excavated sediments. The city needs to remove sediment from the pond because accumulated sediment is causing runoff to back up into the storm sewer system.

Grant requested: \$ 100,000 + Matching funds/value of In-kind: \$ 50,000 = Total project cost: \$ 150,000

Matching funds

- 1. Applicant is the sole source of Matching Funds for the proposed project? [X] Yes [] No
If no, does this submittal include proof of secured matching funds? [] Yes [] No
2. Applicant is governed by a Board and has attached necessary Board resolutions? [] Yes [X] No
If yes, provide date of resolution:
If no, explain: Resolution with city council is currently pending, and will be approved at the June 25th council meeting. The pending resolution can be provided upon request.
3. Applicant is in compliance with Minnesota's tax and environmental regulatory requirements? [X] Yes [] No
If no, explain:
4. Applicant must have already adopted an ordinance for the purpose of restricting undiluted coal tar sealants? [X] Yes [] No
If yes, attach ordinance. If no, applicant is not eligible to apply.
5. Applicant has a project need demonstrated through laboratory analysis which shows sediments are contaminated and require special management? [X] Yes [] No
If yes, attach laboratory analysis and summary of stormwater pond testing results. If no, applicant is not eligible to apply.

Part 2 Estimate Information

- 2.a. Applicant has secured a written cost estimate? Yes No If yes, attach estimate.
- 2.b. Total number of sediment removal locations: 1
(Insert number of excavation sites here and Global Positioning System (GPS) coordinates list below.)
- 2.c. Estimated number of cubic yards to be managed: 2,238 cu. yards
- 2.d. Total cost estimated to manage contaminated stormwater sediment: \$ 67,200 (estimated)
- 2.e. Cost for transportation component alone: \$ 11,200 (estimated)
- 2.f. Cost for laboratory analysis alone: \$ completed
- 2.g. Level of contamination (check one): Tier 1 Tier 2 Tier 3 RCRA regulated waste

Part 3 Disposal Information

Management method (check one):

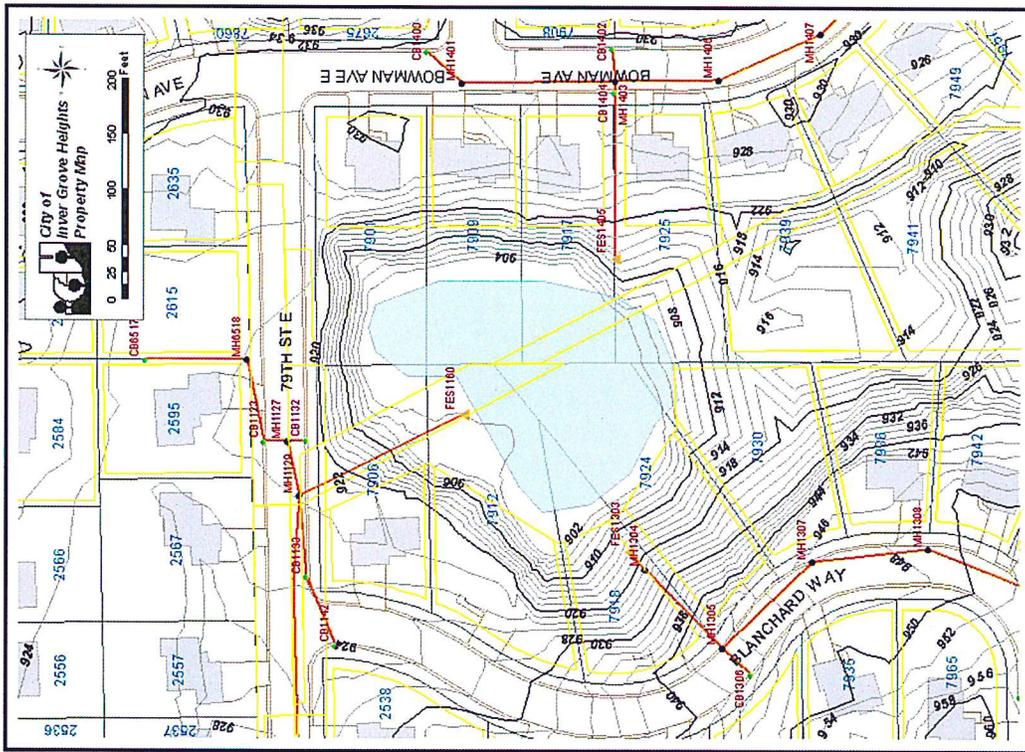
- Industrial fill MSW landfill Beneficial reuse Hazardous waste facility
- Other: _____

Disposal or treatment location

Name: Pine Bend Sanitary Landfill (Latitude 44.779231, Longitude -93.053126)
 City: Inver Grove Heights State: MN Zip code: 55077

GPS coordinates for removal sites

Latitude	Longitude
44.836327	-93.052928



**TABLE 1
79TH AND BLANCHARD POND
POND DREDGING AND RESTORATION**

ITEM NO.	MN/DOT NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
	2021.501	MOBILIZATION	LS	1.00	\$ 15,000.00	\$ 15,000.00
	2101.501	CLEARING	ACRE	0.50	\$ 15,000.00	\$ 7,500.00
	2101.506	GRUBBING	ACRE	0.50	\$ 30,000.00	\$ 15,000.00
	2105.501	COMMON EXCAVATION (P)	CY	2000.00	\$ 10.00	\$ 20,000.00
	2105.501	EXCAVATE, HAUL, AND DISPOSE OF CONTAMINATED MATERIAL (EV)	CY	7000.00	\$ 35.00	\$ 245,000.00
	2105.526	SELECT TOPSOIL BORROW (LV)	CY	100	\$ 20.00	\$ 2,000.00
	2211.501	AGGREGATE BASE CLASS 5	TON	100	\$ 15.00	\$ 1,500.00
	2506.602	CONSTRUCT DRAINAGE STRUCTURE TYPE OUTLET CONTROL	EA	1.00	\$ 10,000.00	\$ 10,000.00
	2573.540	FILTER LOG, TYPE COMPOST	LF	2000.00	\$ 3.00	\$ 6,000.00
	2573.550	EROSION CONTROL SUPERVISOR	EA	1.00	\$ 1,000.00	\$ 1,000.00
	2575.605	NATIVE SEED MIX	LB	150.00	\$ 35.00	\$ 5,250.00
	2575.525	EROSION STABILIZATION MAT	SY	300.00	\$ 17.00	\$ 5,100.00
	2575.604	TERRASEEDING WITH NATIVE MIX	SY	300.00	\$ 3.00	\$ 900.00
	SPECIAL	3 YEAR MAINTENANCE	LS	1	\$ 4,000.00	\$ 4,000.00
	SPECIAL	WATER USAGE ALLOWANCE	LS	1	\$ 1,500.00	\$ 1,500.00
Total:						\$ 339,750.00

Note: e o t e t e
required dred i d re for tio i t e
79th treet o d he reque ted
funds i offset so e of the ro e t ost

TOTAL CONSTRUCTION COST: \$ 339,750.00

10% CONSTRUCTION CONTINGENCY: \$ 33,975.00

28% LEAF: \$ 95,130.00

TOTAL PROJECT COST: \$ 468,855.00

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Receiving Bids, Awarding Contract and Approving Change Order No. 1 for the 2012 Pavement Management Program, City Project No. 2012-09A – Cracksealing

Meeting Date: June 25, 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

SST

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: Pavement Management Fund (440), Park Maintenance Fund (Fund 444), National Guard Funding

PURPOSE/ACTION REQUESTED

Resolution receiving bids, awarding contract and approving Change Order No. 1 for the 2012 Pavement Management Program, City Project No. 2012-09A – Cracksealing.

SUMMARY

City Project No. 2012-09A was advertised with bids received and publicly read aloud at 10:00 a.m. on June 19, 2012. One contractor submitted a bid. The project area is shown on the attached map. Bid Alternate No. 1 is for cracksealing various City trails and the VMCC/Armory parking lot. A map of the trails and lot is attached.

Project funding is provided through the Pavement Management Capital Project Fund (Fund 440), the Park Maintenance Fund (Fund 444) and contributions from the National Guard.

The bid amount is slightly higher than the budgeted funding. The scope of the project has been reviewed and staff recommends approving Change Order No. 1 for City Project No. 2012-09A to eliminate cracksealing in Area 6 (see attached map) to reduce the project cost.

The project funding is estimated as follows:

Fund 440 PMP	\$119,198.75
Fund 444 Park Maintenance	19,610.00
National Guard Funds	13,736.50
VMCC	<u>13,736.50</u>
TOTAL	\$166,281.75

Public Works/Engineering recommends adopting the resolution receiving bids and awarding the contract for City Project No. 2012-09A - Cracksealing to Fahrner Asphalt for the base bid in the amount of \$148,735.00 and for Alternate No. 1 in the amount of \$23,773 for a total bid amount of \$172,508. In addition, staff recommends that the City Council approve Change Order No. 1 to reduce the project scope by eliminating Area 6 from City Project No. 2012-09A and reduce the contract amount to \$166,281.75.

TJK/kf

- Attachments: Minutes of Bid Opening
 Resolution
 Crackseal map
 Trails and parking lot maps
 Bid Tabulation
 Change Order No. 1

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

Minutes of Bid Opening on Thursday, June 19, 2012

**CITY PROJECT NO. 2012-09A
CRACKSEALING PROGRAM**

Pursuant to an advertisement for bids for City Project No. 2012-09A – Cracksealing Program, an administrative meeting was held on June 19, 2012 for the purpose of bid opening. Bids were opened and read aloud.

Attending the meeting were:

Thomas J. Kaldunski, City Engineer
John Schmeling, Sr. Engineering Technician
Gary Wheaton, Fahrner Asphalt

Bids were opened and read aloud as follows:

City Project No. 2012-09A - Cracksealing

Company	5% Bid Bond	Addendum 1 Acknowledged	Base Bid	Alternate No. 1	Total Base Bid Plus Alternates
Fahrner Asphalt	Yes	Yes	\$148,739.00	\$23,773.00	\$172,508.00

Submitted by:



Thomas J. Kaldunski, City Engineer

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

RESOLUTION RECEIVING BIDS AND AWARDING CONTRACT FOR THE 2012 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2012-09A – CRACKSEALING TO FAHRNER ASPHALT INC., IN THE AMOUNT OF \$166,281.75 (BASE BID AND ALTERNATE NO. 1 LESS CHANGE ORDER NO. 1)

RESOLUTION NO. _____

WHEREAS, pursuant to an advertisement for bids for the 2012 Pavement Management Program, City Project 2012-09A, Cracksealing, bids were received, opened, read aloud, and tabulated according to law. The following bids were received complying with the advertisement:

City Project No. 2012-09A - Cracksealing

Company	5% Bid Bond	Addendum 1 Acknowledged	Base Bid	Alternate No. 1	Total Base Bid Plus Alternates
Fahrner Asphalt	Yes	Yes	\$148,739.00	\$23,773.00	\$172,508.00

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

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with Fahrner Asphalt Inc., in the name of the City of Inver Grove Heights, for City Project 2012-09A, 2012 Cracksealing Program according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposit of the successful bidder and the next lowest bidder shall be retained until the contract has been signed.
3. Project funding for the base bid shall be provided by Fund 440 - Pavement Management Capital Project Fund and Fund 444 Park Maintenance Fund and contributions from the National Guard.
4. The Council hereby approves Change Order No. 1 in the amount of (\$6,226.25) to reduce the scope of the project by eliminating Area 6 and reducing the contract amount to \$166,281.75.

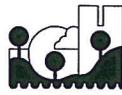
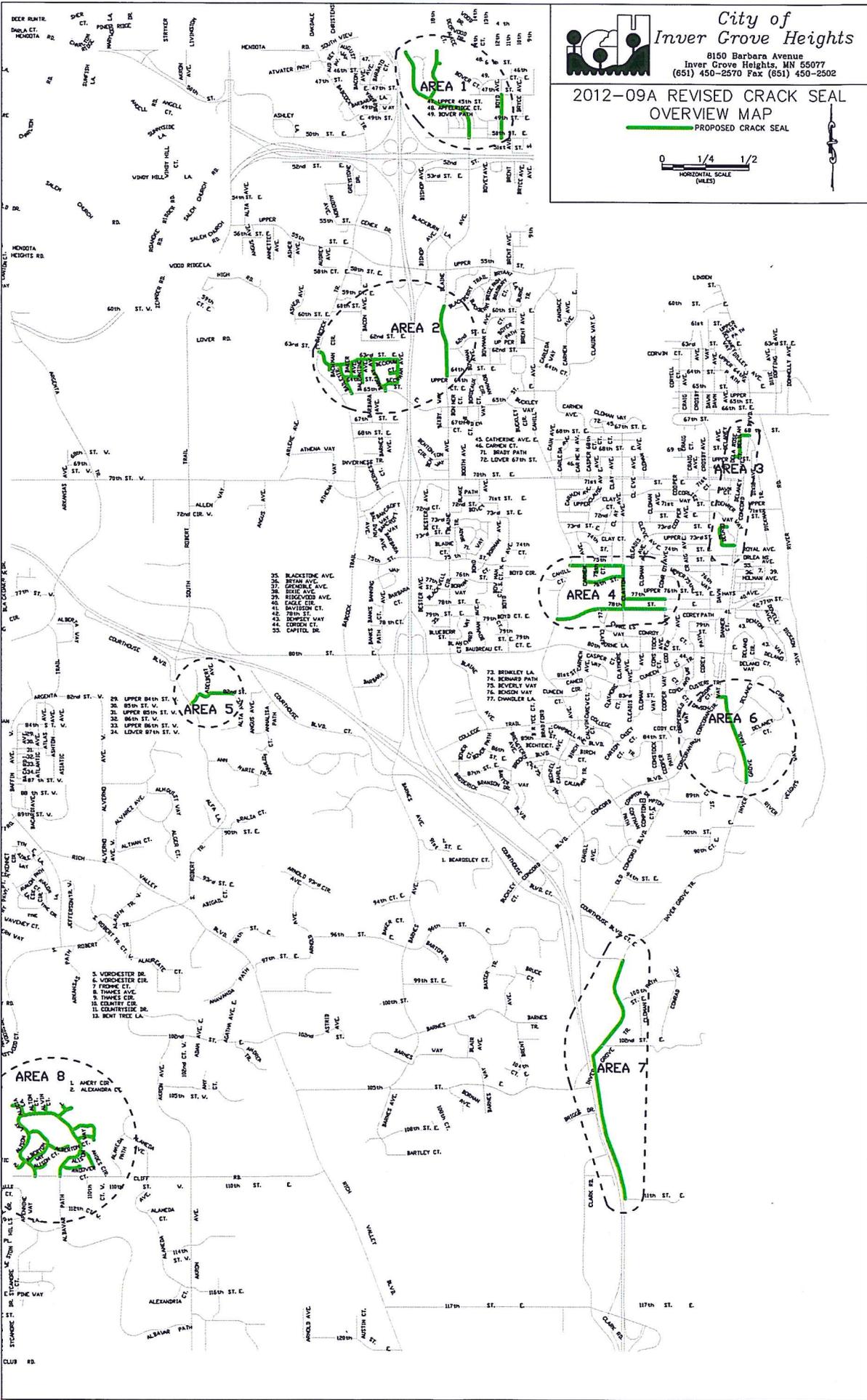
Adopted by the City Council of Inver Grove Heights this 25th day of June 2012.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk



City of
Inver Grove Heights

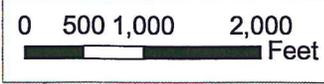
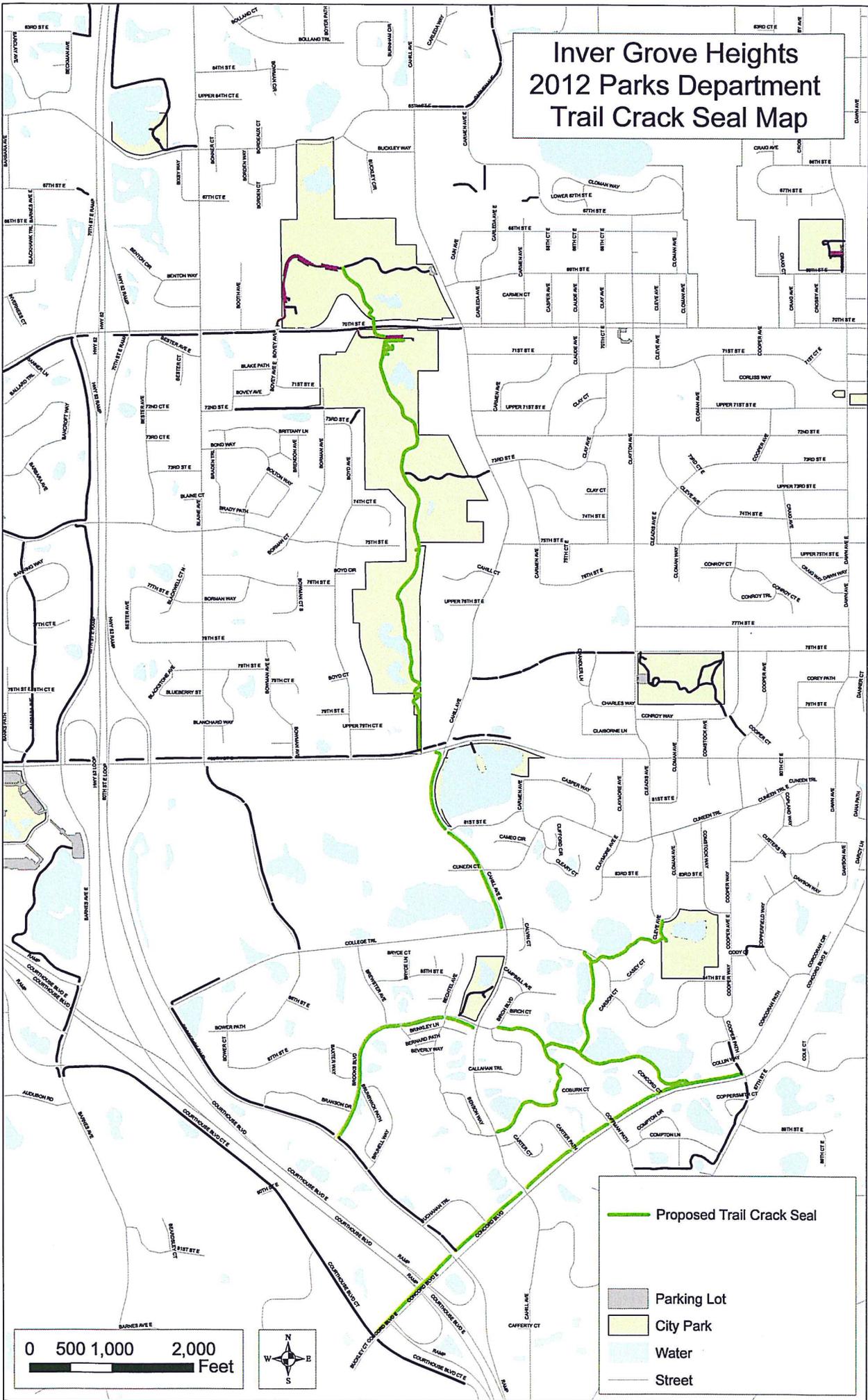
8150 Barbara Avenue
Inver Grove Heights, MN 55077
(651) 450-2570 Fax (651) 450-2502

2012-09A REVISED CRACK SEAL
OVERVIEW MAP

PROPOSED CRACK SEAL



Inver Grove Heights 2012 Parks Department Trail Crack Seal Map



- Proposed Trail Crack Seal
- Parking Lot
- City Park
- Water
- Street



City of Inver Grove Heights
Skyview Park Map

0 55 110 220 330 440 Feet

Skyview Park

Rout and Seal
 Pavement Cracks and
 Joints as Directed by
 Engineer

CRAIG AVE

CROSBY AVE

DAWN AVE

67TH ST E

69TH ST E

70TH ST E

70TH ST E

UPPER 69TH ST E

3865 3879 3895 3905 3917 3931

3883 3902 3932 3950
 6745
 3864 3873 3880 3908 3914 3920 3926 6771 6799
 6870 6830 6850 6852 6879 6872 6892

6774 6807

4130

3842 3882 3900 3930 3990

6921 6931 6941 6951 6961 6930 6940 6950 6970 6971 6920 6940 6950

6924 6919

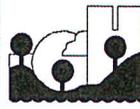
6948 4027 4036 4065

6968 4028 4036 4046 4056

6990 4015 6997

3856 3896 3940 3960 3980 3998

4018 4032 4042 4050



City of
Inver Grove Heights
VMCC & Armory Map



0 137.5 275 550 825 1,100 Feet

Route and Seal Pavement
Joints and Cracks as
Directed by Engineer



CITY PROJECT NO. 2012-09A - CRACKSEALING BID TAB

Item No.	Base Bid	Unit	Est. Qty	Engineer's Estimate		Fahrner Asphalt	
				Unit Price	Bid Price	Unit Price	Bid Price
1	F & I Crack Sealant (Street)	STA	554	\$200.00	\$110,800.00	\$ 212.50	\$ 117,725.00
2	F & I Crack Sealant (Trail)	STA	206	\$90.00	\$18,500.00	\$ 85.00	\$ 17,510.00
3	Street Sweeping	HR	80	\$90.00	\$7,200.00	\$ 90.00	\$ 7,200.00
4	Trail Sweeping	HR	20	\$75.00	\$1,500.00	\$ 90.00	\$ 1,800.00
5	Traffic Control	LS	1	\$2,000.00	\$2,000.00	\$ 4,500.00	\$ 4,500.00
				Total:	\$140,000.00	Total:	\$ 148,735.00

Item No.	Bid Alternate No. 1	Unit	Est. Qty	Engineer's Estimate		Fahrner Asphalt	
				Unit Price	Bid Price	Unit Price	Bid Price*
1	F & I Crack Sealant	LF	25,700	\$1.00	\$25,700.00	\$ 0.89	\$ 22,873.00
2	Street Sweeping	HR	10	\$100.00	\$1,000.00	\$ 90.00	\$ 900.00
				Total:	\$26,700.00	Total:	\$ 23,773.00

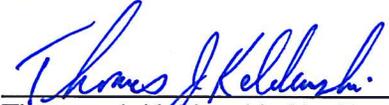
*The bid was \$93.45 higher than what was read at the bid opening due to a calculation error.

Base + Alternate \$ 172,508.00

CHANGE ORDER NO. 1

**2012 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2012-09A
CRACKSEALING**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: June 25, 2012
Contractor: Fahrner Asphalt Sealers P.O. Box 659 Eau Claire, WI 54702	Engineer: City Engineer
<p><u>PURPOSE OF CHANGE ORDER</u></p> <p>Remove Area 6 from the project (29.3 Stations at \$212.50 per station). 29.3 stations X \$212.50 per station = \$6,226.25</p>	
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$172,508.00	Original Contract Time:
Previous Change Orders \$0.00	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$172,508.00	Contract Time Prior to this Change Order
Net Decrease of this Change Order (\$6,226.25)	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$166,281.75	Contract Time with Approved Change
Recommended By:  John Schmeling, Engineering Technician	Approved By: _____ Fahrner Asphalt

Approved By: 
 Thomas J. Kaldunski, City Engineer

Approved By: _____
 George Tourville, Mayor

Date of Council Action:
 June 25, 2012

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Receiving Bids, Awarding Contract and Approving Change Order No. 1 for the 2012 Pavement Management Program, City Project No. 2012-09B – Sealcoating

Meeting Date: June 25, 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

SJT

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: Pavement Management Fund, Park Maintenance Fund (Fund 444)

PURPOSE/ACTION REQUESTED

Resolution receiving bids, awarding contract and approving Change Order No. 1 for the 2012 Pavement Management Program, City Project No. 2012-09B – Sealcoating.

SUMMARY

City Project No. 2012-09B was advertised with bids received and publicly read aloud at 10:15 a.m. on June 19, 2012. Two contractors submitted bids. The sealcoat area map is attached.

Bid Alternate No. 1 is for sealcoating the VMCC parking lots. Eric Carlson, Parks and Recreation Director, has authorized sealcoating the parking lots with the bid received.

Project funding for the base bid is provided through Fund 440 – the Pavement Management Capital Project Fund. Alternate No. 1 will be funded through the Park Maintenance Fund (Fund 444). The National Guard Armory will also provide some funding for Alternate No. 1.

The bid received was intended to allow the City to sealcoat the nine areas shown on the attached map. The total base bid of \$354,247.34 came in over the \$280,000 budget available from PMP Fund 440. The Park Department budget available from Park Fund 444 is sufficient to cover their portion of the work (Alternate No. 1). The City has reviewed the 9 areas to be sealcoated through Fund 440 and it is recommended to remove Area 1 (Upper 55th Street Area) from the project via Change Order No. 1 to meet the City's budget. Section 6 of the special provisions state that a decrease of up to 29 percent of the bid quantities is allowed with no adjustment of unit price given. This allows the City to adjust the project to fit the budget. This area will be scheduled for 2013 which works well with other areas scheduled for sealcoating in 2013. This has been discussed with Pearson Brothers (the low bidder).

The funding sources for the project are as follows:

Pavement Management Fund 440	\$271,899.70
Park Fund 444	2,000.00
VMCC	28,649.45
National Guard Armory	<u>28,649.45</u>
TOTAL	\$331,198.60

Public Works/Engineering recommends adopting the resolution receiving bids and awarding the contract for City Project No. 2012-09B – Sealcoating to Pearson Bros., Inc., for the base bid in the amount of \$354,247.34 and for the Alternate No. 1 in the amount of \$57,298.90 for a total bid amount of \$411,546.24. Change Order No. 1 has been prepared to adjust the project to fit the available budget. This change order will reduce the contract amount by \$80,347.64 (to a total revised contract of \$331,198.60) by eliminating Area No. 1 from the project.

TJK/kf

- Attachments: Area Map
 Minutes of Bid Opening
 Bid Tabulation
 Resolution
 Change Order No. 1

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

Minutes of Bid Opening on Thursday, June 19, 2012

**CITY PROJECT NO. 2012-09B
SEALCOATING PROGRAM**

Pursuant to an advertisement for bids for City Project No. 2012-09B – Sealcoating Program, an administrative meeting was held on June 19, 2012 for the purpose of bid opening. Bids were opened and read aloud.

Attending the meeting were:

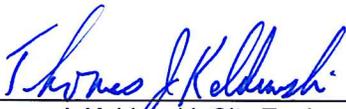
Thomas J. Kaldunski, City Engineer
John Schmeling, Sr. Engineering Technician
Tom Brownell, Allied Blacktop

Bids were opened and read aloud as follows:

City Project No. 2012-09B - Sealcoating

Company	5% Bid Bond	Addendum 1 Acknowledged	Base Bid	Alternate No. 1	Total Base Bid Plus Alternates
Pearson Bros., Inc.	Yes	Yes	\$354,247.34	\$57,298.90	\$411,546.24
Allied Blacktop	Yes	Yes	\$367,984.50	\$55,666.95	\$424,651.45

Submitted by:



Thomas J. Kaldunski, City Engineer

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

RESOLUTION RECEIVING BIDS AND AWARDING CONTRACT FOR THE 2012 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2012-09B – SEALCOATING TO PEARSON BROS., INC., IN THE AMOUNT OF \$331,198.60 (BASE BID AND ALTERNATE NO. 1 LESS CHANGE ORDER NO. 1)

RESOLUTION NO. _____

WHEREAS, pursuant to an advertisement for bids for the 2012 Pavement Management Program, City Project 2012-09B, Sealcoating, bids were received, opened, read aloud, and tabulated according to law. The following bids were received complying with the advertisement:

City Project No. 2012-09B - Sealcoating

Company	5% Bid Bond	Addendum 1 Acknowledged	Base Bid	Alternate No. 1	Total Base Bid Plus Alternates
Pearson Bros., Inc.	Yes	Yes	\$354,247.34	\$57,298.90	\$411,546.24
Allied Blacktop	Yes	Yes	\$367,984.50	\$55,666.95	\$424,651.45

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

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with Pearson Bros., Inc., in the name of the City of Inver Grove Heights, for City Project 2012-09B, 2012 Sealcoating Program according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.
3. The City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposit of the successful bidder and the next lowest bidder shall be retained until the contract has been signed.
4. Project funding for the base bid shall be provided by Fund 440 - Pavement Management Capital Project Fund. Project funding for Alternate No. 1 bid shall come from Fund 444 -Park Maintenance Fund and contributions from the National Guard Armory.
5. The Council hereby approves Change Order No. 1 to reduce the project scope by eliminating Area 1 (Upper 55th Street) and reducing the contract amount to \$331,198.60.

Adopted by the City Council of Inver Grove Heights this 25th day of June 2012.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy Clerk

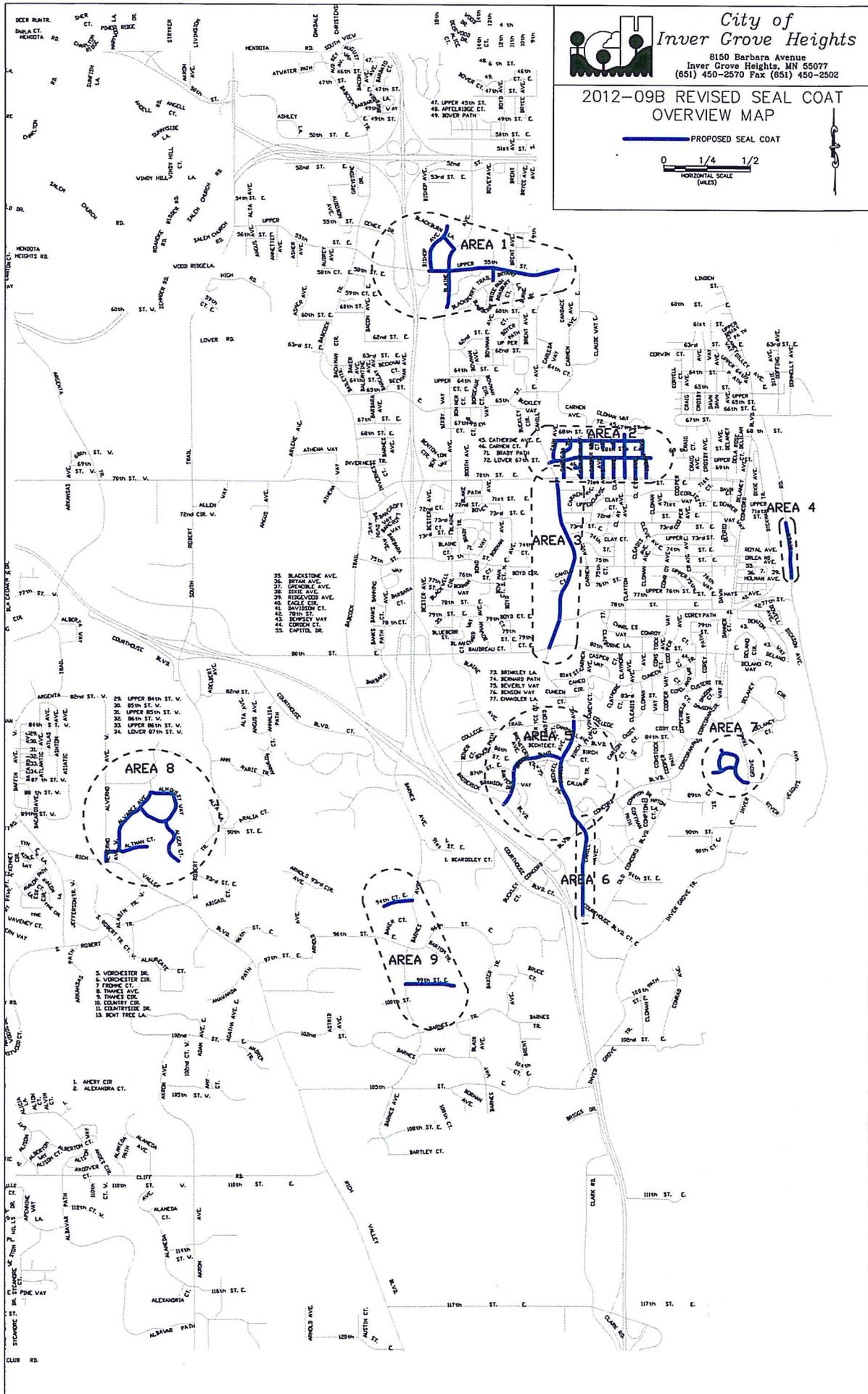


City of Inver Grove Heights

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

2012-09B REVISED SEAL COAT OVERVIEW MAP

PROPOSED SEAL COAT



CITY PROJECT NO. 2012-09B - SEALCOATING BID TAB

Item No.	Base Bid	Unit	Est. Qty	Engineer's Estimate		Pearson Bros.		Allied Blacktop	
				Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price
1	Street Sweeping	Hours	80	\$ 100.00	\$ 8,000.00	\$ 85.00	\$ 6,800.00	\$ 200.00	\$ 16,000.00
2	Seal Coating (FA-2 Class A)	SY	112,061	\$ 1.20	\$ 134,473.20	\$ 1.42	\$ 159,126.62	\$ 1.30	\$ 145,679.30
3	Seal Coat Aggregate (FA-3 Class A)	SY	108,464	\$ 1.30	\$ 141,003.20	\$ 1.48	\$ 160,526.72	\$ 1.55	\$ 168,119.20
4	Pavement Message (Left Arrow) Latex	EA	40	\$ 75.00	\$ 3,000.00	\$ 60.00	\$ 2,400.00	\$ 63.00	\$ 2,520.00
5	Pavement Message (Right Arrow) Latex	EA	25	\$ 75.00	\$ 1,875.00	\$ 60.00	\$ 1,500.00	\$ 63.00	\$ 1,575.00
6	Pavement Message (Thru Arrow) Latex	EA	4	\$ 75.00	\$ 300.00	\$ 60.00	\$ 240.00	\$ 63.00	\$ 252.00
7	Pavement Message (Stop) Latex	EA	2	\$ 100.00	\$ 200.00	\$ 75.00	\$ 150.00	\$ 78.75	\$ 157.50
8	Pavement Message (Ahead) Latex	EA	2	\$ 100.00	\$ 200.00	\$ 85.00	\$ 170.00	\$ 89.75	\$ 179.50
9	Linear Markings 4" Width Latex Solid White	LF	6,350	\$ 0.15	\$ 952.50	\$ 0.14	\$ 889.00	\$ 0.15	\$ 952.50
10	Linear Markings 4" Width Latex Double Yellow	LF	17,000	\$ 0.30	\$ 5,100.00	\$ 0.30	\$ 5,100.00	\$ 0.32	\$ 5,440.00
11	Linear Markings 4" Width Latex Broken White	LF	5,500	\$ 0.15	\$ 825.00	\$ 0.14	\$ 770.00	\$ 0.15	\$ 825.00
12	Linear Markings 12" Width Latex Solid White	LF	450	\$ 2.50	\$ 1,125.00	\$ 2.30	\$ 1,035.00	\$ 2.42	\$ 1,089.00
13	Linear Markings 18" Width Latex Solid White	LF	700	\$ 2.80	\$ 1,960.00	\$ 2.50	\$ 1,750.00	\$ 2.63	\$ 1,841.00
14	Linear Markings 18" Width Latex Solid Yellow	LF	850	\$ 2.80	\$ 2,380.00	\$ 2.00	\$ 1,700.00	\$ 2.10	\$ 1,785.00
15	Crosswalk Marking Paint White Latex	SF	3,450	\$ 2.50	\$ 8,625.00	\$ 2.20	\$ 7,590.00	\$ 2.31	\$ 7,969.50
16	Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ 4,500.00	\$ 14,600.00	\$ 14,600.00
				Total:	\$ 315,018.90	Total:	\$ 354,247.34	Total:	\$ 368,984.50

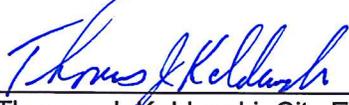
Item No.	Bid Alternate No. 1	Unit	Est. Qty	Engineer's Estimate		Pearson Bros.		Allied Blacktop	
				Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price
Schedule A									
1	Seal Coating (FA-2 Class A Crushed Trap Rock)	SY	26,660	\$1.20	\$31,992.00	\$ 1.65	\$ 43,989.00	\$ 1.49	\$ 39,723.40
2	Street Sweeping	HR	45	\$100.00	\$4,500.00	\$ 45.00	\$ 2,025.00	\$ 1.00	\$ 45.00
3	Pavement Message (Thru Arrow) Latex	EA	2	\$100.00	\$200.00	\$ 60.00	\$ 120.00	\$ 63.00	\$ 126.00
4	Pavement Message (Stop) Latex	EA	1	\$200.00	\$200.00	\$ 75.00	\$ 75.00	\$ 78.75	\$ 78.75
5	Pavement Message (Handicap Parking) Latex	EA	15	\$75.00	\$1,125.00	\$ 60.00	\$ 900.00	\$ 63.00	\$ 945.00
6	Crosswalk Marking Paint White Latex	SF	72	\$2.40	\$172.80	\$ 2.20	\$ 158.40	\$ 2.31	\$ 166.32
7	Linear Markings 4" Width Latex Solid White	LF	8,610	\$0.30	\$2,583.00	\$ 0.40	\$ 3,444.00	\$ 0.42	\$ 3,616.20
8	Linear Markings 4" Width Latex Solid Yellow	LF	300	\$0.30	\$90.00	\$ 0.40	\$ 120.00	\$ 0.42	\$ 126.00
9	Linear Markings 18" Width Latex Solid White	LF	16	\$3.00	\$48.00	\$ 2.50	\$ 40.00	\$ 2.63	\$ 42.08
				Subtotal:	\$ 40,910.80	Subtotal:	\$ 50,871.40	Subtotal:	\$ 44,868.75
Schedule B									
1	Bituminous Fog Seal (SS-1h)	SY	25,710	\$0.50	\$12,855.00	\$ 0.25	\$ 6,427.50	\$ 0.42	\$ 10,798.20
				Subtotal:	\$ 12,855.00	Subtotal:	\$ 6,427.50	Subtotal:	\$ 10,798.20
				Total:	\$53,765.80	Total:	\$57,298.90	Total:	\$55,666.95

Base + Alternate \$ 411,546.24 Base + Alternate \$ 424,651.45

CHANGE ORDER NO. 1

**2012 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2012-09B
SEALCOATING**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: June 25, 2012
Contractor: Pearson Brothers 11079 Lamont Avenue N.E. Hanover, MN 55341	Engineer: City Engineer
<p><u>PURPOSE OF CHANGE ORDER</u></p> <p>Area 1 was removed from the project (42,904 SY FA-3 at \$1.48/SY and 11,866 SY FA-2 at \$1.42/SY). $42,904 \text{ SY} \times \\$1.48/\text{SY} + 11,866 \text{ SY} \times \\$1.42/\text{SY} = \\$80,347.64$</p>	
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$411,546.24	Original Contract Time:
Previous Change Orders \$0.00	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$411,546.24	Contract Time Prior to this Change Order
Net Decrease of this Change Order (\$80,347.64)	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$331,198.60	Contract Time with Approved Change
Recommended By: _____ John Schmeling, Engineering Technician	Approved By: _____ Pearson Brothers

Approved By: _____

 Thomas J. Kaldunski, City Engineer

Approved By: _____
 George Tourville, Mayor

Date of Council Action:

 June 25, 2012

6. COMPENSATION FOR INCREASED OR DECREASED QUANTITIES (1903)

Section 1903.2 of the specifications shall be amended by deleting paragraphs one (1) through three (3) and substituting the following:

“There will be no adjustment in unit price for increased or decreased quantities under this contract.”

This section is being added to the contract to allow the City the option of increasing or decreasing the contract quantities should the City Council feel that this is necessary. Also, should unit prices bid for the work exceed estimates; the Council may delete certain portions of the project to stay within project budgets. If contract quantities are decreased beyond the 25% limitation of Section 1903.2 of the specifications, Section 1903.2A will remain in effect.

7. STOCKPILE LOCATION

The Contractor may stockpile aggregate for seal coating on the cul-de-sac on Babcock Trail south of Barbara Avenue. Any stockpile areas shall be swept and cleaned of all debris prior to final payment. All shoulders and boulevards around and near the stockpile area shall be cleaned and restored prior to final payment. No compensation will be given for cleanup and restoration of the stockpile area.

8. TRAFFIC PROVISIONS (1404 AND 1710)

Traffic control shall be in conformance with the provisions of the Traffic Control section of the IGH Standard Specifications, Mn/DOT Specification 1404, Mn/DOT Specification 1710, and the following supplemental requirements:

All work under this Contract which may affect traffic shall be coordinated with the Engineer so as to provide reasonable traffic access to the area under construction.

The Contractor shall furnish, install, maintain, and remove all traffic control devices required to provide safe movement of vehicular traffic through the Project during the life of the Contract from the start of Contract operations to the final completion thereof. The

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

SHAW CONSTRUCTION

Meeting Date: June 25, 2012
 Item Type: Consent Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 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 a Resolution approving the Improvement Agreement and related documents for the Catco truck repair facility approved on June 11, 2012.

- Requires 3/5th's vote.

SUMMARY

The City Council approved the ordinance amendment and conditional use permit for the truck repair facility on June 25, 2012. The Improvement Agreement and storm water maintenance agreements were still being worked on and not ready when the project was reviewed by Council. The applicant intends on beginning construction this summer.

ANALYSIS

The agreements address the on-site improvements as well as the construction of a storm water pipe that serves several properties and will be installed under Clark Road to an existing storm pond. This pipe construction is a public pipe and will be a city responsibility for construction and inspection.

RECOMMENDATION

Planning Staff: Planning and Engineering Recommend approval of the Improvement Agreement and related documents as presented.

Attachments: Resolution approving the Improvement Agreement
 Improvement Agreement and related agreements (9)

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE IMPROVEMENT AGREEMENT AND RELATED
AGREEMENTS FOR THE CATCO PROJECT**

**CASE NO. 12-12CZA
(Shaw Construction)**

WHEREAS, a conditional use permit was approved on June 11, 2012 to allow service of semi-tanks, trucks and trailers, including equipment, parts and tires for property located at 10982 Clark Road;

WHEREAS, condition No. 6 required the applicant to enter into an agreement with the city relating to an improvement agreement, storm water agreement and other related agreements prior to any work commencing on site;

WHEREAS, the agreements were not completed prior to council approving the project on June 11, 2012 and therefore must be approved by council by separate action;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Improvement Agreement and related documents are hereby approved.

Passed this 25th day of June, 2012.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy Clerk

**IMPROVEMENT AGREEMENT
FOR A PORTION OF
LOT 1, BLOCK 1,
GAINNEY ADDITION**

**CITY OF INVER GROVE HEIGHTS
IMPROVEMENT AGREEMENT
FOR A PORTION OF LOT 1, BLOCK 1 GAINEY ADDITION**

THIS AGREEMENT, made and entered into on the 25th day of June, 2012 by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter called the City), and Developer identified herein.

RECITALS:

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

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

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

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

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

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

ARTICLE 1
DEFINITIONS

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

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

1.3 Owner. "Owner" means Clutch and Transmission Service, Inc., a Minnesota corporation d/b/a CATCO Parts and Service, and its successors and assigns.

1.4 Developer. "Developer" means Clutch and Transmission Service, Inc., a Minnesota corporation d/b/a CATCO Parts and Service, and its successors and assigns.

1.5 Subject Property. "Subject Property" means the real property located in the City of Inver Grove Heights, Dakota County, Minnesota, described on Exhibit A.

1.6 Development Plans. "Development Plans" means all the plans, drawings,

specifications and surveys identified on the attached Exhibit B, and hereby incorporated by reference and made a part of this Improvement Agreement.

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

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

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

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

1.11 County. "County" means Dakota County, Minnesota.

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

- a.) Minnesota Department of Transportation
- b.) Dakota County
- c.) Dakota County Highway Department
- d.) Watershed District
- e.) Water Management Organization
- f.) Metropolitan Council
- g.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the Developer Improvements.

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

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

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

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

1.16 Developer Public Improvements. "Developer Public Improvements" means and includes, individually and collectively, all the improvements identified and checked on the attached

Exhibit C that are further labeled "public". Developer Public Improvements are improvements to be constructed by the Developer within public right-of-way or public easements and which are to be approved and later accepted by the City. Developer Public Improvements are part of Developer Improvements.

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

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

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

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

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

- D. **Continuing Compliance With Laws.** Developer will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Development Plans and the Developer Improvements.
- E. **No Litigation.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or to the best knowledge of Developer threatened against or affecting Developer or the Subject Property or the Development Plans or the Developer Improvements. Developer is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.
- F. **Full Disclosure.** None of the representations and warranties made by Developer or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Developer or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- G. **Warranty On Proper Work and Materials.** The Developer warrants all work required to be performed by it under this Improvement Agreement against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the City. With respect to matters covered by the warranty, the Developer shall be solely responsible for all costs of performing repair work arising within said two (2) year period required by the City within sixty (60) days of notification.
- H. **Obtaining Permits.** The Developer shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the Developer Improvements may be lawfully constructed.
- I. **Fee Title.** Owner owns fee title to the Subject Property.

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

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

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

If to City: City of Inver Grove Heights
Attention: City Administrator

8150 Barbara Avenue
Inver Grove Heights, MN 55077

If to Owner:

Clutch and Transmission Service, Inc.
d/b/a CATCO Parts and Service
Attention: Tom Peterson
60 W. Sycamore Street
St. Paul, MN 55117

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

ARTICLE 2
APPROVAL OF DEVELOPMENT PLANS

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

2.2 Recording of Improvement Agreement. The Developer shall record the Improvement Agreement with the County Recorder.

ARTICLE 3
DEVELOPER IMPROVEMENTS

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

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

3.3 Drainage Plan and Easements. The Developer shall construct drainage facilities adequate to serve the Subject Property in accordance with the Development Plans. The Developer agrees to grant to the City all necessary easements for the preservation of the drainage system, for drainage basins and for utility service. All such easements required by the City shall be on the Subject Property and in writing, in recordable form; such easements shall be delivered to the City contemporaneously with execution of this Improvement Agreement.

3.4 Erosion Control. The Developer shall be responsible for all damage caused as the

result of any grading and excavation within the Subject Property including, but not limited to, restoration of existing control structures and clean-up of public right-of-way until improvements are completed. The City reserves the right to perform any necessary erosion control or restoration as required, if requirements are not complied with after Formal Notice by the City as stated in Article 12. The Developer shall be financially responsible for payment for this extra work.

ARTICLE 4 **OTHER PERMITS**

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

ARTICLE 5 **OTHER DEVELOPMENT REQUIREMENTS**

5.1 Park Contribution. The Developer shall comply with the park contribution requirements as defined in the City Code by meeting the obligation stated in Exhibit D.

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

ARTICLE 6 **DEVELOPER PUBLIC IMPROVEMENTS**

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

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

6.3 Inspection. The PWD or its designated representative shall periodically inspect the work installed by the Developer, its contractors, subcontractors or agents. The Developer shall notify the PWD two (2) working days prior to the commencement of the laying of utility lines, subgrade preparation or any other improvement work which shall be subsequently buried or covered to allow the City an opportunity to inspect such improvement work. Upon receipt of said notice, the City shall have a reasonable time, not to be less than three (3) working days, to inspect the improvements. Failure to notify the City to allow it to inspect said work shall result in the

City's right pursuant to Article 13 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate City inspection.

6.4 Faithful Performance of Construction Contracts. The Developer shall fully and faithfully comply with all terms of any and all contracts entered into by the Developer for the installation and construction of all of the Developer Public Improvements; and the Developer shall obtain lien waivers. Within thirty (30) days after Formal Notice, the Developer agrees to repair or replace, as directed by the City and at the Developer's sole cost and expense, any work or materials relating to Developer Public Improvements that within the warranty periods of Section 1.19(G) become defective or damaged in the opinion of the City.

6.5 City Acceptance. The Developer shall give Formal Notice to the City within thirty (30) days once Developer Public Improvements have been completed in accord with this Development Contract and the ordinances, City standards and specifications and the Development Plans. The City shall then inspect the Developer Public Improvements and notify the Developer of any Developer Public Improvements that do not so conform. Upon compliance with this Development Contract and City ordinances, standards and specifications, and the Development Plans, the Developer Public Improvements shall become the property of the City upon Formal Notice of acceptance by the City. After acceptance, the Developer Public Improvements become the property of the City, and the Developer shall have no responsibility with respect to maintenance of the Developer Public Improvements except as provided in Section 1.19(G) and except as provided in the Storm Water Facilities Maintenance Agreement relating to the Subject Property. If the Developer Public Improvements do not conform, Formal Notice shall be given to the Developer of the need for repair or replacement or, in its discretion, the City may proceed under Article 12.

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

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

ARTICLE 7 **RESPONSIBILITY FOR COSTS**

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

7.2 City Miscellaneous Expenses. The Developer shall reimburse the City for all

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

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

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

ARTICLE 8 **DEVELOPER WARRANTIES**

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

ARTICLE 9 **CITY WARRANTIES**

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

ARTICLE 10 **INDEMNIFICATION OF CITY**

10.1 Indemnification of City. Provided the City is not in Default under the Improvement Agreement with respect to the particular matter causing the claim, loss or damage, Developer shall indemnify, defend and hold the City, its Council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

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

- g.) failure to obtain the necessary permits and authorizations to construct the Developer Improvements;
- h.) construction of the Developer Improvements;
- i.) delays in construction of the Developer Improvements;

ARTICLE 11
CITY REMEDIES UPON DEVELOPER DEFAULT

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

- a.) the City may specifically enforce this Improvement Agreement;
- b.) the City may suspend any work, improvement or obligation to be performed by the City;
- c.) the City may collect on the cash deposit pursuant to Article 12 hereof;
- d.) the City may, at its sole option, perform the work or improvements to be performed by the Developer, in which case the Developer shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City. In the alternative, the City may in whole or in part, specially assess any of the costs and expenses incurred by the City; and the Developer hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom, including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the Subject Property.

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

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

reserved to it, it shall not be necessary to give notice, other than the Formal Notice.

11.4 Emergency. Notwithstanding the requirement contained in Section 11.1 hereof relating to Formal Notice to the Developer in case of a Developer Default and notwithstanding the requirement contained in Section 11.1 hereof relating to giving the Developer a thirty (30) day period to cure the Developer Default, in the event of an emergency as determined by the Director of PWD, resulting from the Developer Default, the City may perform the work or improvement to be performed by the Developer without giving any notice or Formal Notice to the Developer and without giving the Developer the thirty (30) day period to cure the Developer Default. In such case, the Developer shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by the City. In the alternative, the City may, in whole or in part, specially assess the costs and expenses incurred by the City; and the Developer hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the Subject Property. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 12 **ESCROW DEPOSIT**

12.1 Escrow Requirement. Prior to the Developer beginning construction of the Developer Improvements, the Developer shall deposit with the City a cash deposit or letter of credit or other security acceptable to the City for the amounts stated in Exhibit E.

All cost estimates shall be acceptable to the Director of PWD. The total escrow amount was calculated as shown on the attached Exhibit E. The bank and form of the irrevocable letter of credit or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the City. The irrevocable letter of credit shall be for a term ending December 31, 2014. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of December 31, 2014, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the City if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Developer with the terms of this Improvement Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 11.1 relating to a Developer Default, for any of the following reasons:

- a.) a Developer Default; or
- b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse without renewal or replacement before December 31, 2014.

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

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

12.2 Escrow Release and Escrow Increase; Developer Improvements.

Periodically, upon the Developer's written request and upon completion by the Developer and acceptance by the City of any specific Developer Improvements, ninety percent (90%) of that portion of the cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the cash deposit, for those specific completed improvements shall be held until acceptance by the City and expiration of the warranty period under Section 1.19(G) hereof; in the alternative, the Developer may post a bond satisfactory to the City with respect to the final ten percent (10%).

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

ARTICLE 13
MISCELLANEOUS

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

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

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

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

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

13.6 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Improvement Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Improvement Agreement or in any document delivered pursuant hereto

which inaccuracies would otherwise constitute a breach of this Improvement Agreement, waive compliance by another with any of the covenants contained in this Improvement Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Improvement Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Improvement Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

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

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

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

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

13.12 Consent. The Owner hereby consents to the recording of this Improvement Agreement.

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 25th day of June, 2012, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**OWNER:
CLUTCH AND TRANSMISSION SERVICE, INC.
D/B/A CATCO PARTS AND SERVICE**

By: _____
Tom Peterson
Its: Chief Executive Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of June, 2012, before me a Notary Public within and for said County, personally appeared Tom Peterson to me personally known, who being by me duly sworn, did say that he is a Chief Executive Officer of Clutch and Transmission Service, Inc., a Minnesota corporation, d/b/a CATCO Parts and Service, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of the Board of Directors and said Tom Peterson acknowledged said instrument to be the free act and deed of the corporation.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

AFTER RECORDING PLEASE

RETURN TO:

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

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

That part of Lot 1, Block 1, GAINNEY ADDITION, according to the recorded plat thereof, Dakota County, Minnesota described as follows:

Commencing at the northwest corner of said Lot 1; thence on an assumed bearing of South 0 degrees 12 minutes 38 seconds East, along the west line of said Lot 1, a distance of 310.54 feet to the point of beginning; thence continuing South 0 degrees 12 minutes 38 seconds East, along said west line, a distance of 358.03 feet; thence North 89 degrees 09 minutes 09 seconds East a distance of 236.46 feet; thence South 0 degrees 50 minutes 51 seconds East a distance of 27.11 feet to the westerly extension of a north line of said Lot 1; thence North 89 degrees 09 minutes 09 seconds East, along said westerly extension of a north line of Lot 1, a distance of 239.50 feet to an angle point in an east line of said Lot 1; thence North 0 degrees 50 minutes 13 seconds West, along said east line, a distance of 385.12 feet to the intersection with a line that bears North 89 degrees 09 minutes 09 seconds East from the point of beginning; thence South 89 degrees 09 minutes 09 seconds West a distance of 472.05 feet to the point of beginning.

EXHIBIT B
LIST OF IMPROVEMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
1.) Site Plan	5-15-12	Rehder and Associates
2.) Grading and Erosion Control Plan	5-15-12	Rehder and Associates
3.) Utility Plan	5-15-12	Rehder and Associates
4.) Future/Full Build Out Grading Plan	5-15-12	Rehder and Associates
5.) Landscape Plan	5-15-12	Rehder and Associates
6.) Exterior Elevation Plan	5-15-12	Rehder and Associates
7.) Hydraulic Study	5-16-12	Rehder and Associates
8.) Storm Water Pollution Prevention Plan	5-16-12	Rehder and Associates

The above-listed Development Plans were approved by the City Engineer on May 24, 2012.

The Development Plans also include compliance by the Developer with the conditions set forth in the following documents:

- Memo from the City Engineer to Shaw Construction dated May 2, 2012. The memo is on file with the City.
- Letter from Barr Engineering to the City Engineer dated December 27, 2011, and revised on April 16, 2012. The letter is on file with the City.

EXHIBIT C
DEVELOPER IMPROVEMENTS

The items checked with an "X" below are the Developer Improvements.

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

The Development Plans listed in Exhibit B of this Improvement Agreement identify the various public and private Developer Improvements to be constructed by the Developer as part of the Phase I construction and the Phase II construction. All of the public improvements shown on the Development Plans are being constructed as part of the Phase I construction. Phase II construction is the further expansion or addition to the front (west) and the back (east) of the 20,000 square foot building being constructed as part of the Phase I construction.

A majority of the Developer Improvements listed below are being constructed during Phase I. The Developer Improvements for Phase I must be constructed per the approved Development Plans listed on Exhibit B. All of the public and private Developer Improvements for Phase I must be completed on or before December 15, 2012.

The Developer Improvements to be constructed by the Developer as part of Phase II construction involve the further expansion or addition to the 20,000 building, including additional grading, drainage and erosion control for the expansion. The construction of the expansion shall be at the discretion of the Developer at a time determined by the Developer. There are no other public or private improvements associated with Phase II construction. The construction of the improvements for Phase II may be completed by the Developer at any time after the completion of all of the Phase I Developer Improvements listed on this Exhibit C and/or identified in the Development Plans listed on Exhibit B. The improvements associated with Phase II must comply with the Development Plans for Phase I identified on Exhibit B of this Improvement Agreement. The improvements associated with Phase II construction will require further escrow by the Developer for grading, drainage and erosion control as well as an additional engineering escrow to be determined by the City Engineer.

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	prior to issuance of building permit	general site grading, drainage and erosion control
X	prior to issuance of building permit	extension of sanitary sewer and water service lines to building
X	12-15-12, or prior to issuance building permit, whichever occurs first	storm water piping for storm sewer system to public manhole near Clark Road
X	12-15-12, or prior to issuance of certificate of occupancy, whichever occurs first	two parking lots

X	12-15-12, or prior to issuance of certificate of occupancy,* whichever occurs first	landscaping (including gravel yard area)
X	within one (1) year after beginning construction of Phase II	Phase II improvements, which is the expansion/addition to the building
X	at the time of construction of the Phase II improvements	grading, drainage and erosion control associated with Phase II improvements

*Note: Landscaping must be completed prior to issuance of certificate of occupancy, provided, however, if the request for the certificate of occupancy is made in the months of October through April and if all other requirements for the certificate of occupancy, except landscaping, have been met, then the City shall issue the certificate of occupancy and the Developer is then required to complete the landscaping no later than the following June 15th.

EXHIBIT D
MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY

1.) **CONDITIONS TO BE SATISFIED BEFORE DEVELOPER BEGINS CONSTRUCTION ACTIVITY FOR PHASE I DEVELOPER IMPROVEMENTS.**

Before the Developer begins construction of the Developer Improvements for Phase I, all of the following conditions must be satisfied:

- a.) Developer and Owner must execute this Improvement Agreement.
- b.) Developer must provide to the City of Inver Grove Heights the letter of credit escrow for Developer Improvements stated on Exhibit E of the Improvement Agreement.
- c.) Developer must provide to the City of Inver Grove Heights the cash deposit for inspection fees stated on Exhibit E of the Improvement Agreement.
- d.) Additionally, Developer must fully pay the City of Inver Grove Heights for all planning and legal fees that have been incurred up to the date of this Improvement Agreement; and Developer must further escrow with the City an amount determined by the City of Inver Grove Heights for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit E.
- e.) Developer or contractor performing construction services on behalf of the Developer shall provide a Certificate of Insurance naming the City as an additional insured as stated in paragraph 6 of this Exhibit D.
- f.) Developer and Owner must execute an Encroachment Agreement for the private storm water pipe being placed in a public drainage and utility easement on the Subject Property. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
- g.) Developer and Owner must execute an Encroachment Agreement for the building located within a public drainage and utility easement on the Subject Property. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
- h.) Developer and Owner must execute a private Storm Water Easement with Watrud Properties, LLC. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
- i.) Developer and Owner must execute a Permanent Drainage and Utility Easement for the North 5 feet of the Subject Property. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.

- j.) Watrud Properties, LLC must execute a Permanent Drainage and Utility Easement for the South 5 feet of the parcel lying north of the Subject Property. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
- k.) Developer and Owner must enter into a Storm Water Facilities Maintenance Agreement for the Subject Property. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
- l.) Developer and Owner must execute an Agreement Acknowledging Private Storm Water Pipe Within City Public Drainage and Utility Easement. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
- m.) Watrud Properties, LLC must execute a Permanent Drainage and Utility Easement for Outlot A, Gainey Second Addition. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
- n.) Watrud Properties, LLC must execute a Flowage Easement for Outlot A, Gainey Second Addition. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
- o.) Amendment Relating to Cost Sharing for the Storm Water Facilities Maintenance Agreement for Outlot A, Gainey Second Addition (executed by Watrud Properties, LLC). The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
- p.) All of the following documents have been recorded and evidence of recording has been provided to the City:
 - Improvement Agreement
 - Encroachment Agreement (for private storm water pipe located within public easement)
 - Encroachment Agreement (for building located within City easement)
 - Private Storm Water Easement with Watrud Properties, LLC
 - Permanent Drainage and Utility Easement (north 5 feet)
 - Permanent Drainage and Utility Easement (south 5 feet) (executed by Watrud Properties, LLC)
 - Storm Water Facilities Maintenance Agreement
 - Agreement Acknowledging Private Storm Water Pipe Within City Drainage and Utility Easement
 - Permanent Drainage and Utility Easement for Outlot A, Gainey Second Addition (executed by Watrud Properties, LLC)
 - Flowage Easement for Outlot A, Gainey Second Addition (executed by Watrud Properties, LLC)
 - Amendment Relating to Cost Sharing for the Storm Water Facilities Maintenance Agreement for Outlot A, Gainey Second Addition (executed by Watrud Properties, LLC)

2.) **CONDITIONS TO BE SATISFIED BEFORE THE ISSUANCE OF A BUILDING PERMIT FOR THE PHASE I DEVELOPER IMPROVEMENTS.** Before the

issuance of a building permit for the Phase I Developer Improvements the following conditions must be satisfied by Developer and Owner:

- a.) All of the conditions of paragraph 1 of this Exhibit D have been met.
- b.) General site, grading, drainage and erosion control have been completed.
- c.) Sanitary sewer and water service lines have been extended to the building pad.
- d.) Construction has been completed with respect to the storm water piping for the storm sewer system to the manhole near Clark Road.

3.) **CONDITIONS TO BE SATISFIED BY DECEMBER 15, 2012 OR BEFORE THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE PHASE I DEVELOPER IMPROVEMENTS.** By December 15, 2012, or before the issuance of a Certificate of Occupancy for the Phase I Developer Improvements, whichever occurs first, the following conditions must be satisfied by Developer and Owner:

- a.) All the conditions in Paragraphs 1 and 2 of this Exhibit D have been met.
- b.) All of the Developer Improvements for Phase I have been completed per the approved Development Plans.
- c.) The two parking lots must be completed.
- d.) The landscaping shall be completed (see note in Exhibit C above).

4.) **CONDITIONS TO BE SATISFIED BEFORE CONSTRUCTION OF DEVELOPER IMPROVEMENTS FOR PHASE II.** Before the Developer begins construction of the Developer Improvements for Phase II, all of the following conditions must be satisfied:

- a.) Developer must provide to the City of Inver Grove Heights a letter of credit escrow for Phase II Developer Improvements identified on Exhibit C of the Improvement Agreement in an amount to be determined by the City Engineer.
- b.) Developer must provide to the City of Inver Grove Heights a cash deposit for engineering inspection fees in an amount to be determined by the City Engineer.

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

6.) **CERTIFICATE OF INSURANCE.** Developer or contractor performing construction services on behalf of Developer shall obtain a Certificate of Insurance naming the City of Inver Grove Heights as an additional insured. The Certificate of Insurance shall be

provided to the City prior to any construction commencing on the Subject Property.

- 7.) **PAYMENT TO SHAW CONSTRUCTION FOR CONSTRUCTION OF STORM SEWER SYSTEM FROM SUBJECT PROPERTY TO POND LOCATED ON OUTLOT A, GAINNEY SECOND ADDITION.** A storm sewer system is being constructed from the Subject Property (Lot 1, Block 1, Gainney Addition) under Clark Road to the storm water pond located on Outlot A, Gainney Second Addition. The City recognizes that the storm sewer system will collect runoff from the public right-of-way (Clark Road). The City also recognizes that the installation of the storm sewer system will reduce the amount of storm water runoff that currently flows toward the existing storm water ponds located along T.H. 52. The storm sewer system shall be installed according to the proposal from Shaw Construction dated May 18, 2012 and in accordance with the Utility Plan dated May 16, 2012 prepared by Rehder & Associates. The City agrees to contract with Shaw Construction for the approximate amount of \$17,200.00 for a portion of the storm sewer system which will be installed from the Subject Property to the storm water pond located on Outlot A, Gainney Second Addition. The City agrees to pay Watrud Properties, LLC the approximate sum of \$_____ for the plans and specifications that were prepared by Rehder & Associates.
- 8.) **CUP APPROVAL REQUIREMENT FOR USE OF SUBJECT PROPERTY.** The Developer will be required to obtain the necessary conditional use permit approval for truck service repair and outdoor storage in connection with Developer's intended use of the Subject Property. Developer shall be responsible for all fees associated with obtaining the necessary City approvals related to its use of the Subject Property.
- 9.) **ADMINISTRATIVE LOT SPLIT APPROVAL.** Developer and Owner will be required to obtain the necessary administrative lot split approval required by the City for the Subject Property. Developer and Owner shall be responsible for all fees associated with obtaining the necessary City approvals related to the administrative lot split approval for the Subject Property.
- 10.) **PARK CONTRIBUTION FEE.** The park contribution fee is based on a per acre amount of \$5,500, multiplied by the number of acres in the Subject Property. There are 4.045 acres in the Subject Property and as a result, the park contribution is \$22,220 (4.045 acres multiplied by \$5,500 per acre). The park dedication fee must be paid by the Developer before a building permit is issued by the City.
- 11.) **LAND ALTERATION PERMIT.** Watrud Properties, LLC obtained a Land Alteration Permit on _____, 2012 for the Subject Property. Owner acknowledges that the Subject Property is subject to the Land Alteration Permit and that the Land Alteration Permit requires all excess dirt resulting from excavation to be removed from the Subject Property by the date and under the term set in the Land Alteration Permit. The terms and requirements of the Land Alteration Permit issued on _____, 2012 to Watrud Properties, LLC shall remain in place until such time as the excess dirt is removed from the Subject Property.

EXHIBIT E
ESCROW CALCULATION

DEVELOPER IMPROVEMENTS

1.)	Grading, Drainage and Erosion Control	\$
2.)	Extension of Sanitary Sewer and Water Service Lines	\$
3.)	Storm Water Piping for Storm Sewer System	\$
4.)	Two Parking Lots	\$
5.)	Landscaping	\$
6.)	Construction debris clean-up	\$
7.)	Certified As-Builts	\$
	SUBTOTAL:	\$
	<u>MULTIPLIED BY:</u>	x 1.25
	EQUALS:	\$
	ESCROW AMOUNT:	\$

EXHIBIT E
ESCROW CALCULATION
(Continued)

In addition to the Escrow Amount for Developer Improvements set forth above, the Developer shall also deposit \$3,000 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Improvement Agreement.

This Engineering Escrow Amount shall be used to pay the City for engineering inspection fees at the City's standard rates charged for such tasks.

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

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

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

- a.) The expiration of the warranty period under Section 1.19(G) of this Improvement Agreement.

To the extent the engineering inspection charges or the amount needed to correct any deficiencies and problems exceed the initially deposited \$3,000 Engineering Escrow Amount, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

**AGREEMENT RELATING TO
LANDOWNER IMPROVEMENTS (EXISTING BUILDING)
WITHIN CITY EASEMENT ON A PORTION OF
LOT 1, BLOCK 1, GAINNEY ADDITION,
IN THE CITY OF INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA**

**AGREEMENT RELATING TO LANDOWNER
IMPROVEMENTS (EXISTING BUILDING) WITHIN CITY EASEMENT
ON A PORTION OF LOT 1, BLOCK 1, GAINNEY ADDITION,
IN THE CITY OF INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT, made this 25th day of June, 2012, by and between the City of Inver Grove Heights (hereafter referred to as “City”), a Minnesota municipal corporation and **Clutch and Transmission Service, Inc., a Minnesota corporation, d/b/a CATCO Parts and Service**, a Minnesota corporation, (hereafter referred to as “Landowner”). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

ARTICLE 1
TERMS

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

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

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

1.4 City Easement. “City Easement” means, individually and collectively, the following easements on the Subject Lot:

The permanent drainage and utility easement within the Subject Lot lying on the eastern boundary of the Subject Lot dedicated on the recorded plat of Gainney Addition, Dakota County, Minnesota.

1.5 Landowner. “Landowner” means Clutch and Transmission Service, Inc., a Minnesota corporation, d/b/a CATCO Parts and Service, and its assigns and successors in interest with respect to the Subject Lot.

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

IF TO CITY:

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

IF TO LANDOWNER

Clutch and Transmission Service, Inc.
d/b/a CATCO Parts and Service
Attention: Tom Peterson
60 W. Sycamore Street
St. Paul, MN 55117

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

1.7 Landowner Improvements. “Landowner Improvements” means the existing building located on the ALTA/ACSM Land Title Survey dated May 2, 2012, prepared by Rehder and Associates, Inc. attached hereto as Exhibit B, as well as the propane tank and driveway serving the building.

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

ARTICLE 2
RECITALS

Recital No. 1. The undersigned Landowner is the fee title owner of the Subject Lot located in Inver Grove Heights, Dakota County, Minnesota.

Recital No. 2 The City Easement is on the Subject Lot. The City owns the City Easement. Future City Easement Improvements may be located within the City Easement.

Recital No. 3. Landowner has requested permission from the City to temporarily retain the Landowner Improvements within the City Easement for the benefit of the Subject Lot.

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

- a.) The Landowner acknowledges and recognizes that the Landowner Improvements are subordinate to the City Easement.
- b.) The Landowner agrees to remove the Landowner Improvements by December 15, 2015.

- c.) The Landowner agrees that the Landowner Improvements will be permanently removed from the Subject Lot and cannot be replaced.

NOW, THEREFORE, THE CITY OF INVER GROVE HEIGHTS AND THE UNDERSIGNED LANDOWNER, FOR ITSELF, AND ITS SUCCESSORS AND ASSIGNS DOES HEREBY AGREE:

ARTICLE 3
AGREEMENTS

3.1 Temporary Retainage Of Landowner Improvements. Under the terms and conditions stated herein, the Landowner, at its own cost, is hereby authorized by the City to temporarily retain the Landowner Improvements within the City Easement. The Landowner agrees to remove the Landowner Improvements by December 15, 2015. The Landowner agrees that the Landowner Improvements will be permanently removed from the Subject Lot and cannot be replaced.

The Landowner shall not place any other structures, buildings, irrigation systems, fences, landscaping, trees or shrubs within the City Easement, except for the Landowner Improvements. After the removal of the Landowner Improvements pursuant to this Section 3.1, Landowner shall not place any structures, buildings, irrigation systems, fences, landscaping, trees or shrubs within the City Easement. Landowner may place grass in the City Easement.

Prior to December 15, 2015, the City may require the Landowner to remove the Landowner Improvements in the City Easement in order for the City to add future City Easement Improvements.

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

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

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

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

3.6 City Authority to Remove Landowner Improvements. If the Landowner does not perform its obligations and tasks identified in Section 3.1, the City may perform such

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

3.7 Emergency. Notwithstanding the requirements contained in Sections 3.6 relating to a twenty (20) day Formal Notice to the Landowner to perform its obligations under Sections 3.6, the City shall not be required to give such Formal Notice if the City's engineer determines that an emergency exists. In such instance, the City, without giving Formal Notice to the Landowner may perform the work and in such case the Landowner shall reimburse the City for the costs and expenses relating to the work. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility bills within the City.

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

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

Further, as an alternate means of collection, if the written billing is not paid by the Landowner, the City, without notice and without hearing, may specially assess the Subject Lot for the costs and expenses incurred by the City. The Landowner hereby waives any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Lot. The Landowner waives any appeal rights otherwise

available pursuant to Minnesota Statute § 429.081. The Landowner acknowledges that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Subject Lot.

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

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

- a.) The Landowner Improvements;
- b.) Removal of the Landowners Improvements;
- c.) Failure by the Landowner to observe or perform any covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement; and
- d.) Use of the City Easement for Landowner Improvements.

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

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

3.12 Recording. The City may record this Agreement with the Dakota County Recorder.

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

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

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

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

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

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

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**LANDOWNER:
CLUTCH AND TRANSMISSION SERVICE, INC.
D/B/A CATCO PARTS AND SERVICE**

By: _____
Tom Peterson
Its: Chief Executive Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of June, 2012, before me a Notary Public within and for said County, personally appeared Tom Peterson to me personally known, who being by me duly sworn, did say that he is a Chief Executive Officer of Clutch and Transmission Service, Inc., a Minnesota corporation, d/b/a CATCO Parts and Service, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of the Board of Directors and said Tom Peterson acknowledged said instrument to be the free act and deed of the corporation.

Notary Public

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

**AFTER RECORDING, PLEASE
BY RETURN THIS INSTRUMENT TO**
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT LOT

That part of Lot 1, Block 1, GAINEY ADDITION, according to the recorded plat thereof, Dakota County, Minnesota described as follows:

Commencing at the northwest corner of said Lot 1; thence on an assumed bearing of South 0 degrees 12 minutes 38 seconds East, along the west line of said Lot 1, a distance of 310.54 feet to the point of beginning; thence continuing South 0 degrees 12 minutes 38 seconds East, along said west line, a distance of 358.03 feet; thence North 89 degrees 09 minutes 09 seconds East a distance of 236.46 feet; thence South 0 degrees 50 minutes 51 seconds East a distance of 27.11 feet to the westerly extension of a north line of said Lot 1; thence North 89 degrees 09 minutes 09 seconds East, along said westerly extension of a north line of Lot 1, a distance of 239.50 feet to an angle point in an east line of said Lot 1; thence North 0 degrees 50 minutes 13 seconds West, along said east line, a distance of 385.12 feet to the intersection with a line that bears North 89 degrees 09 minutes 09 seconds East from the point of beginning; thence South 89 degrees 09 minutes 09 seconds West a distance of 472.05 feet to the point of beginning.

**AGREEMENT RELATING TO
LANDOWNER IMPROVEMENTS (STORM WATER PIPE)
WITHIN CITY EASEMENT ON A PORTION OF
LOT 1, BLOCK 1, GAINEY ADDITION,
IN THE CITY OF INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA**

**AGREEMENT RELATING TO LANDOWNER
IMPROVEMENTS (STORM WATER PIPE) WITHIN CITY EASEMENT
ON A PORTION OF LOT 1, BLOCK 1, GAINNEY ADDITION,
IN THE CITY OF INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT, made this 25th day of June, 2012, by and between the City of Inver Grove Heights (hereafter referred to as “City”), a Minnesota municipal corporation and **Clutch and Transmission Service, Inc., a Minnesota corporation, d/b/a CATCO Parts and Service**, a Minnesota corporation, (hereafter referred to as “Landowner”). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

ARTICLE 1
TERMS

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

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

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

1.4 City Easement. “City Easement” means, individually and collectively, the following easements on the Subject Lot:

That certain Permanent Utility and Drainage Easement recorded as Document No. 2596097 with the Dakota County Recorder’s Office.

1.5 Landowner. “Landowner” means Clutch and Transmission Service, Inc., a Minnesota corporation, d/b/a CATCO Parts and Service, and its assigns and successors in interest with respect to the Subject Lot.

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

IF TO CITY:

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

IF TO LANDOWNER

Clutch and Transmission Service, Inc.
d/b/a CATCO Parts and Service
Attention: Tom Peterson
60 W. Sycamore Street
St. Paul, MN 55117

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

1.7 Landowner Improvements. “Landowner Improvements” means the private storm water pipe constructed in the year 2012 pursuant to an easement identified in Document No. _____ recorded with the Dakota County Recorder. The description for the easement for the Landowner Improvements is stated on Exhibit B to this Agreement.

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

1.9 Construction Plan. “Construction Plan” means the _____ Plan dated _____, 2012, prepared by Rehder & Associates, Inc., relating to Landowners Improvements. The Construction Plan is on file with the City.

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

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

1.12 Cost Differential. “Cost Differential” means the difference between the Pre-Encroachment Costs and the City Utility Costs caused by the existence of the Landowner Improvements. The City’s reasonable determination of the amount of the Cost Differential shall

be binding on the Landowners. The City's reasonable determination shall be appropriately supported by cost estimates obtained from independent contractors or engineers.

ARTICLE 2
RECITALS

Recital No. 1. The undersigned Landowner is the fee title owner of the Subject Lot located in Inver Grove Heights, Dakota County, Minnesota.

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

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

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

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

NOW, THEREFORE, THE CITY OF INVER GROVE HEIGHTS AND THE UNDERSIGNED LANDOWNER, FOR ITSELF, AND ITS SUCCESSORS AND ASSIGNS DOES HEREBY AGREE:

ARTICLE 3
AGREEMENTS

3.1 Construction And Maintenance Of Landowner Improvements. Under the terms and conditions stated herein, the Landowner, at its own cost, is hereby authorized by the

City to make the Landowner Improvements within the City Easement. The Landowner Improvements shall only be placed at the locations specified in the Construction Plan. The Landowner Improvements must be constructed according to the Construction Plan.

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

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

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

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

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

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

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

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

as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility billings within the City.

3.7 Emergency. Notwithstanding the requirements contained in Sections 3.6 relating to a twenty (20) day Formal Notice to the Landowner to perform its obligations under Sections 3.6, the City shall not be required to give such Formal Notice if the City's engineer determines that an emergency exists. In such instance, the City, without giving Formal Notice to the Landowner may perform the work and in such case the Landowner shall reimburse the City for the costs and expenses relating to the work. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility bills within the City.

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

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

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

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

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

Further, as an alternate means of collection, if the written billing is not paid by the Landowner, the City, without notice and without hearing, may specially assess the Subject Lot for the costs and expenses incurred by the City. The Landowner hereby waives any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Lot. The Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowner acknowledges that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Subject Lot.

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

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

- a.) The Landowner Improvements;
- b.) Installation and maintenance of the Landowners Improvements;
- c.) Failure by the Landowner to observe or perform any covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement; and

d.) Use of the City Easement for Landowner Improvements.

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

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

3.14 Recording. The City may record this Agreement with the Dakota County Recorder.

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

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

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

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

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

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

**LANDOWNER:
CLUTCH AND TRANSMISSION SERVICE, INC.
D/B/A CATCO PARTS AND SERVICE**

By: _____
Tom Peterson
Its: Chief Executive Officer

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of June, 2012, before me a Notary Public within and for said County, personally appeared Tom Peterson to me personally known, who being by me duly sworn, did say that he is a Chief Executive Officer of Clutch and Transmission Service, Inc., a Minnesota corporation, d/b/a CATCO Parts and Service, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of the Board of Directors and said Tom Peterson acknowledged said instrument to be the free act and deed of the corporation.

Notary Public

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

**AFTER RECORDING, PLEASE
BY RETURN THIS INSTRUMENT TO**
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT LOT

That part of Lot 1, Block 1, GAINEY ADDITION, according to the recorded plat thereof, Dakota County, Minnesota described as follows:

Commencing at the northwest corner of said Lot 1; thence on an assumed bearing of South 0 degrees 12 minutes 38 seconds East, along the west line of said Lot 1, a distance of 310.54 feet to the point of beginning; thence continuing South 0 degrees 12 minutes 38 seconds East, along said west line, a distance of 358.03 feet; thence North 89 degrees 09 minutes 09 seconds East a distance of 236.46 feet; thence South 0 degrees 50 minutes 51 seconds East a distance of 27.11 feet to the westerly extension of a north line of said Lot 1; thence North 89 degrees 09 minutes 09 seconds East, along said westerly extension of a north line of Lot 1, a distance of 239.50 feet to an angle point in an east line of said Lot 1; thence North 0 degrees 50 minutes 13 seconds West, along said east line, a distance of 385.12 feet to the intersection with a line that bears North 89 degrees 09 minutes 09 seconds East from the point of beginning; thence South 89 degrees 09 minutes 09 seconds West a distance of 472.05 feet to the point of beginning.

EXHIBIT B
LEGAL DESCRIPTION OF PRIVATE EASEMENT CONTAINING
LANDOWNER IMPROVEMENTS

A 20 foot easement for drainage and utility purposes over, under and across that part of Lot 1, Block 1, GANEY ADDITION, according to the recorded plat thereof, Dakota County, Minnesota described as follows:

Commencing at the northwest corner of said Lot 1; thence on a assumed bearing of South 0 degrees 12 minutes 38 seconds East, along the west line of said Lot 1, a distance of 310.54 feet to the point of beginning; thence continuing South 0 degrees 12 minutes 38 seconds East, along said west line, a distance of 358.03 feet; thence North 89 degrees 09 minutes 09 seconds East a distance of 236.46 feet; thence South 0 degrees 50 minutes 51 seconds East a distance of 27.11 feet to the westerly extension of a north line of said Lot 1; thence North 89 degrees 09 minutes 09 seconds East, along said westerly extension of a north line of Lot 1, a distance of 239.50 feet to an angle point in an east line of said Lot 1; thence North 0 degrees 50 minutes 13 seconds West, along said east line, a distance of 385.12 feet to the intersection with a line that bears North 89 degrees 09 minutes 09 seconds East from the point of beginning; thence South 89 degrees 09 minutes 09 seconds West a distance of 472.05 feet to the point of beginning.

The centerline of said 20 feet easement is described as follows:

Commencing at the northwest corner of said Lot 1; thence on a assumed bearing of South 0 degrees 12 minutes 38 seconds East, along the west line of said Lot 1, a distance of 668.57 feet; thence North 89 degrees 09 minutes 09 seconds East a distance of 19.03 feet to the beginning of centerline to be described; thence North 55 degrees 32 minutes 15 seconds East a distance of 19.95 feet; thence North 12 degrees 36 minutes 06 seconds West a distance of 50.20 feet; thence North 0 degrees 50 minutes 51 seconds West a distance of 192.96 feet; thence North 31 degrees 18 minutes 29 seconds East a distance of 123.85 feet to the northerly line of the above described property and there said centerline terminates.

PERMANENT UTILITY AND DRAINAGE EASEMENT

THIS PERMANENT UTILITY AND DRAINAGE EASEMENT (Easement), made, granted and conveyed this 25th day of June, 2012, between **Clutch and Transmission Services, Inc. d/b/a CATCO Parts and Service**, a corporation (hereinafter referred to as “Landowner”) and the **City of Inver Grove Heights**, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the “City”).

The Landowner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A (hereinafter “Landowner’s Property”)**.

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

A permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto (hereinafter “**Permanent Easement**”) under, over, across, through and upon that real property legally described on **Exhibit B** (hereinafter the “**Permanent Easement Area**”) attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any sanitary sewer, water mains, storm water facilities, drainage facilities and any utilities, underground pipes, culverts, conduits, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the purposes of construction, maintenance, repair and replacement of any sanitary sewer, water mains, storm water facilities, drainage facilities any utilities, underground pipes, conduits, culverts, other utilities, mains and all facilities and improvements ancillary, incident or related thereto.

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, agents and servants:

- a.) to enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the Permanent Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- c.) to remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Permanent Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent Easement Area or the Landowner's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's Property described on Exhibit A and the Permanent Easement Area described on Exhibit B and that it has good right to grant and convey the Permanent Easement herein to the City.

IN TESTIMONY WHEREOF, the Landowner and the City have caused this Easement to be executed as of the day and year first above written.

CITY OF INVER GROVE HEIGHTS

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 25th day of June, 2012, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**LANDOWNER:
CLUTCH AND TRANSMISSION SERVICE, INC.
D/B/A CATCO PARTS AND SERVICE**

By: _____
Tom Peterson
Its: Chief Executive Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of June, 2012, before me a Notary Public within and for said County, personally appeared Tom Peterson to me personally known, who being by me duly sworn, did say that he is a Chief Executive Officer of Clutch and Transmission Service, Inc., a Minnesota corporation, d/b/a CATCO Parts and Service, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of the Board of Directors and said Tom Peterson acknowledged said instrument to be the free act and deed of the corporation.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

That part of Lot 1, Block 1, GAINEY ADDITION, according to the recorded plat thereof, Dakota County, Minnesota described as follows:

Commencing at the northwest corner of said Lot 1; thence on an assumed bearing of South 0 degrees 12 minutes 38 seconds East, along the west line of said Lot 1, a distance of 310.54 feet to the point of beginning; thence continuing South 0 degrees 12 minutes 38 seconds East, along said west line, a distance of 358.03 feet; thence North 89 degrees 09 minutes 09 seconds East a distance of 236.46 feet; thence South 0 degrees 50 minutes 51 seconds East a distance of 27.11 feet to the westerly extension of a north line of said Lot 1; thence North 89 degrees 09 minutes 09 seconds East, along said westerly extension of a north line of Lot 1, a distance of 239.50 feet to an angle point in an east line of said Lot 1; thence North 0 degrees 50 minutes 13 seconds West, along said east line, a distance of 385.12 feet to the intersection with a line that bears North 89 degrees 09 minutes 09 seconds East from the point of beginning; thence South 89 degrees 09 minutes 09 seconds West a distance of 472.05 feet to the point of beginning.

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

A permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto, over, under, across, through and upon the North five (5) feet of that part of Lot 1, Block 1, Gainey Addition, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the northwest corner of said Lot 1; thence on a assumed bearing of South 0 degrees 12 minutes 38 seconds East, along the west line of said Lot 1, a distance of 310.54 feet to the point of beginning; thence continuing South 0 degrees 12 minutes 38 seconds East, along said west line, a distance of 358.03 feet; thence North 89 degrees 09 minutes 09 seconds East a distance of 236.46 feet; thence South 0 degrees 50 minutes 51 seconds East a distance of 27.11 feet to the westerly extension of a north line of said Lot 1; thence North 89 degrees 09 minutes 09 seconds East, along said westerly extension of a north line of Lot 1, a distance of 239.50 feet to an angle point in an east line of said Lot 1; thence North 0 degrees 50 minutes 13 seconds West, along said east line, a distance of 385.12 feet to the intersection with a line that bears North 89 degrees 09 minutes 09 seconds East from the point of beginning; thence South 89 degrees 09 minutes 09 seconds West a distance of 472.05 feet to the point of beginning.

**STORM WATER FACILITIES MAINTENANCE AGREEMENT RELATING TO THE
PRIVATE STORM WATER PIPING LOCATED ON A PORTION OF LOT 1, BLOCK 1,
GAINNEY ADDITION, DAKOTA COUNTY, MINNESOTA**

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT RELATING TO THE PRIVATE STORM WATER PIPING LOCATED ON A PORTION OF LOT 1, BLOCK 1, GAINNEY ADDITION, DAKOTA COUNTY, MINNESOTA (Agreement) is made, entered into and effective this 25th day of June, 2012, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Clutch and Transmission Service, Inc., a Minnesota corporation d/b/a CATCO Parts and Service, a Minnesota corporation (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. Landowner means Clutch and Transmission Service, Inc., a Minnesota corporation d/b/a CATCO Parts and Service, a Minnesota corporation, and its successors and assigns.

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

Any existing or future storm water pipes, conduits, culverts, ditches, catch basins, storm water quality structures or storm water appurtenances lying within the Landowner Property.

1.5 Storm Water Facility Plan. “Storm Water Facility Plan” means collectively the Hydraulic Study and the Storm Water Pollution Prevention Plan dated May 16, 2012, prepared by Rehder and Associates and approved by the City Engineer on May 24, 2012. The Storm Water Facility Plan is on file with the City.

1.6 Responsible Owner. “Responsible Owner” means, jointly and severally, each and all of the following:

The fee title owner of the Landowner Property and the successors and assigns of such fee title owner.

The current Responsible Owner is the Landowner.

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

1.8 Improvement Agreement. “Improvement Agreement” means that certain Agreement dated June 25, 2012, between the City and Landowner relating to improvements being made by the Landowner to the Landowner Property.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

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

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

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

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

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 Maintenance of Storm Water Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Storm Water Facilities in accordance with the Standard of Maintenance set forth in Section 3.2 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Storm Water Facilities without the prior written consent of the City, which such consent shall not be unreasonably withheld, conditioned or delayed. The Responsible Owner shall also insure that the Storm Water Facilities remain in material compliance with the Storm Water Facility Plan. All entities that fall within the definition of Responsible Owner have the joint and several obligations of the defined Responsible Owner. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities on the Landowner Property exists even though the event or omission which caused the need for maintenance of the Storm Water Facilities may arise on property outside of the Landowner Property.

3.2 Standard of Maintenance. The Responsible Owner must meet the Standard of Maintenance set forth in this Section 3.2.

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

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability); and
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **Second Generation Water Resources Management Plan dated December 2008**, (as amended from time to time, by amendment of general applicability). The **Second Generation Water Resources Management Plan dated December 2008**, is on file with the City's Director of Public Works.
- c. The Standard of Maintenance shall meet the Minnesota Pollution Control Agency Anti Degradation Guidelines for the Mississippi River (as amended from time to time, by amendment of general applicability). The Minnesota Pollution Control Agency Anti Degradation Guidelines for the Mississippi River are on file with the City's Director of Public Works; and
- d. The Standard of Maintenance shall be reasonable and conform to the same standards that the City's Director of Public Works utilizes for storm water systems and bio-retention systems that the City maintains, as those standards are from time to time amended; and
- e. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced.

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

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

- d. As built plans of the Storm Water Facilities;
- e. A letter of compliance from the designer after construction of the Storm Water Facilities is completed;
- f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
- g. The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered;
- i. A form and level of pretreatment approved by the City are required in the treatment train before any infiltration system; and
- j. A program for monitoring and testing water quality.

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

In January of each year, the Responsible Owner shall submit to the City an annual report that identifies all of the tests, inspections, corrective measures and other activities conducted by the Responsible Owner under the Operations & Maintenance Plan for the preceding year. The annual report shall identify water quality monitoring and testing results. The annual report shall also identify any conditions of non-compliance with the Standard of Maintenance during the preceding year and the annual report shall address how the conditions of non-compliance were cured. The annual report shall also include the information shown on the form attached hereto as **Exhibit C**. If Responsible Owner was not required to perform tests during the previous year, then the annual report for that particular year shall be limited to the inspections and corrective measures, if any, that were taken during the year without reference to the tests.

3.3 Notice of Non-Compliance with Section 3.2; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as determined by the DPW, the City may perform the work to be performed by the Responsible Owner without giving

any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with the Standard of Maintenance. If the City performs emergency service work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.4 and 3.5 with respect to the billing, collection and/or tax certification of such costs.

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

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the Standard of Maintenance. The Responsible Owner shall make payment directly to the City within thirty (30) days after invoicing (“Due Date”) by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

3.5 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made under Section 3.4 by the Responsible Owner with respect to the Landowner Property, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Landowner Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Landowner Property.

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Landowner Property for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Landowner Property. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Landowner Property. Nothing in this paragraph shall be deemed to impair Responsible Owner’s right to dispute the amount assessed as exceeding the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.2.

3.6 Obligation For Maintenance Notwithstanding Public Easement. The Responsible Owner agrees that its obligations relating to maintenance of the Storm Water Facilities exist notwithstanding the fact that the Storm Water Facilities may be located in whole or in part within public easements and notwithstanding that the easement in favor of the City may state that the City has the sole obligation for maintenance of the easement under certain conditions.

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

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

- a.) failure by the Responsible Owner to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement;
- b.) failure by the Responsible Owner to pay contractors, subcontractors, laborers, or materialmen;
- c.) failure by the Responsible Owner to pay for any materials that may be used by the Responsible Owner to maintain the Storm Water Facilities.

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

ARTICLE 4 **CITY'S COVENANTS**

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

ARTICLE 5 **MISCELLANEOUS**

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

by Landowner after the execution date of this Agreement or after the recording date of this Agreement.

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

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

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

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

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

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

If to Landowner: Clutch and Transmission Service, Inc.
d/b/a CATCO Parts and Service
Attention: Tom Peterson
60 W. Sycamore Street
St. Paul, MN 55117

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 first 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.

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Melissa Kennedy, Deputy Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 25th day of June, 2012, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**OWNER:
CLUTCH AND TRANSMISSION SERVICE, INC.
D/B/A CATCO PARTS AND SERVICE**

By: _____
Tom Peterson
Its: Chief Executive Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of June, 2012, before me a Notary Public within and for said County, personally appeared Tom Peterson to me personally known, who being by me duly sworn, did say that he is a Chief Executive Officer of Clutch and Transmission Service, Inc., a Minnesota corporation, d/b/a CATCO Parts and Service, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of the Board of Directors and said Tom Peterson acknowledged said instrument to be the free act and deed of the corporation.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

AFTER RECORDING PLEASE

RETURN TO:

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

That part of Lot 1, Block 1, GAINNEY ADDITION, according to the recorded plat thereof, Dakota County, Minnesota described as follows:

Commencing at the northwest corner of said Lot 1; thence on an assumed bearing of South 0 degrees 12 minutes 38 seconds East, along the west line of said Lot 1, a distance of 310.54 feet to the point of beginning; thence continuing South 0 degrees 12 minutes 38 seconds East, along said west line, a distance of 358.03 feet; thence North 89 degrees 09 minutes 09 seconds East a distance of 236.46 feet; thence South 0 degrees 50 minutes 51 seconds East a distance of 27.11 feet to the westerly extension of a north line of said Lot 1; thence North 89 degrees 09 minutes 09 seconds East, along said westerly extension of a north line of Lot 1, a distance of 239.50 feet to an angle point in an east line of said Lot 1; thence North 0 degrees 50 minutes 13 seconds West, along said east line, a distance of 385.12 feet to the intersection with a line that bears North 89 degrees 09 minutes 09 seconds East from the point of beginning; thence South 89 degrees 09 minutes 09 seconds West a distance of 472.05 feet to the point of beginning.

EXHIBIT B
PRELIMINARY OPERATIONS & MAINTENANCE PLAN

EXHIBIT C
ANNUAL INSPECTION FORM

CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM

INLET / OUTLET

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

MAINTENANCE PERFORMED:			
SIGNED:		DATE:	

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

AGREEMENT ACKNOWLEDGING
PRIVATE STORM WATER PIPE WITHIN PUBLIC CITY EASEMENT

THIS AGREEMENT ACKNOWLEDGING PRIVATE STORM WATER PIPE WITHIN PUBLIC CITY EASEMENT (Agreement) is made and entered into this 25th day of June, 2012, between **Clutch and Transmission Service, Inc., a Minnesota corporation d/b/a CATCO Parts and Service**, a Minnesota corporation, herein referred to as "Landowner", and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City".

WHEREAS, Landowner, for itself, its successors and assigns, does covenant with the City, its successors and assigns, that it is well seized in fee of the lands and premises described in **Exhibit A** (hereafter the "Landowner's Property").

WHEREAS, Landowner has requested permission from the City to construct a private storm water pipe within the City's Permanent Utility and Drainage Easement recorded as Document No. 2596097 with the Dakota County Recorder ("City Easement").

WHEREAS, the private storm water pipe will be constructed within the area described on the attached **Exhibit B**.

WHEREAS, the City has agreed to allow the Landowner to construct a private storm water pipe within the City Easement and on that portion of the Landowner's Property described on **Exhibit B**, if the Landowner acknowledges that the Landowner or the holder of the easement for the private storm water pipe owns the private storm water pipe and that the Landowner or the holder of the easement for the private storm water pipe is responsible for all costs associated with repair, maintenance and replacement of the private storm water pipe and that the City is not responsible for any costs associated with the repair, maintenance and replacement of the private storm water pipe.

NOW THEREFORE, THE CITY OF INVER GROVE HEIGHTS AND THE UNDERSIGNED LANDOWNER, FOR ITSELF, AND ITS SUCCESSORS AND

ASSIGNS DOES HEREBY AGREE:

1. Landowner acknowledges that Landowner has requested permission from the City to construct a private storm water pipe within the City's Permanent Utility and Drainage Easement recorded as Document No. 2596097 with the Dakota County Recorder ("City Easement").
2. Landowner acknowledges that Landowner is constructing a private storm water pipe within the City's Easement and that the private storm water pipe will be owned by the Landowner or the holder of the easement for the private storm water pipe.
3. Landowner acknowledges that Landowner or the holder of the easement for the private storm water pipe shall have complete responsibility and obligation for all costs associated with construction, repair, maintenance and replacement of the private storm water pipe. The City shall have no responsibility or obligation for construction, repair, maintenance and replacement of the private storm water pipe.
4. This Agreement shall be binding upon the parties hereto and any successors and assigns, and all subsequent parties who obtain an ownership, contract, easement, leasehold, or any other interest in the property, and shall inure to the benefit of the parties hereto any successors, assigns, or transferees, and shall run with the Landowner's Property.
5. The private storm water pipe is subject to the terms and conditions of that certain AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS (STORM WATER PIPE) WITHIN CITY EASEMENT ON A PORTION OF LOT 1, BLOCK 1, GAINNEY ADDITION dated June 25, 2012 by and between City and Landowner.

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

By: _____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 25th day of June, 2012, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**LANDOWNER:
CLUTCH AND TRANSMISSION SERVICE, INC.
D/B/A CATCO PARTS AND SERVICE**

By: _____
Tom Peterson
Its: Chief Executive Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of June, 2012, before me a Notary Public within and for said County, personally appeared Tom Peterson to me personally known, who being by me duly sworn, did say that he is a Chief Executive Officer of Clutch and Transmission Service, Inc., a Minnesota corporation, d/b/a CATCO Parts and Service, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of the Board of Directors and said Tom Peterson acknowledged said instrument to be the free act and deed of the corporation.

Notary Public

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

**AFTER RECORDING, PLEASE
BY RETURN THIS INSTRUMENT TO**
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION

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

That part of Lot 1, Block 1, GAINNEY ADDITION, according to the recorded plat thereof, Dakota County, Minnesota described as follows:

Commencing at the northwest corner of said Lot 1; thence on an assumed bearing of South 0 degrees 12 minutes 38 seconds East, along the west line of said Lot 1, a distance of 310.54 feet to the point of beginning; thence continuing South 0 degrees 12 minutes 38 seconds East, along said west line, a distance of 358.03 feet; thence North 89 degrees 09 minutes 09 seconds East a distance of 236.46 feet; thence South 0 degrees 50 minutes 51 seconds East a distance of 27.11 feet to the westerly extension of a north line of said Lot 1; thence North 89 degrees 09 minutes 09 seconds East, along said westerly extension of a north line of Lot 1, a distance of 239.50 feet to an angle point in an east line of said Lot 1; thence North 0 degrees 50 minutes 13 seconds West, along said east line, a distance of 385.12 feet to the intersection with a line that bears North 89 degrees 09 minutes 09 seconds East from the point of beginning; thence South 89 degrees 09 minutes 09 seconds West a distance of 472.05 feet to the point of beginning.

EXHIBIT B
LEGAL DESCRIPTION OF AREA FOR PRIVATE STORM WATER PIPE

A 20 foot easement for drainage and utility purposes over, under and across that part of Lot 1, Block 1, GAINNEY ADDITION, according to the recorded plat thereof, Dakota County, Minnesota described as follows:

Commencing at the northwest corner of said Lot 1; thence on a assumed bearing of South 0 degrees 12 minutes 38 seconds East, along the west line of said Lot 1, a distance of 310.54 feet to the point of beginning; thence continuing South 0 degrees 12 minutes 38 seconds East, along said west line, a distance of 358.03 feet; thence North 89 degrees 09 minutes 09 seconds East a distance of 236.46 feet; thence South 0 degrees 50 minutes 51 seconds East a distance of 27.11 feet to the westerly extension of a north line of said Lot 1; thence North 89 degrees 09 minutes 09 seconds East, along said westerly extension of a north line of Lot 1, a distance of 239.50 feet to an angle point in an east line of said Lot 1; thence North 0 degrees 50 minutes 13 seconds West, along said east line, a distance of 385.12 feet to the intersection with a line that bears North 89 degrees 09 minutes 09 seconds East from the point of beginning; thence South 89 degrees 09 minutes 09 seconds West a distance of 472.05 feet to the point of beginning.

The centerline of said 20 feet easement is described as follows:

Commencing at the northwest corner of said Lot 1; thence on a assumed bearing of South 0 degrees 12 minutes 38 seconds East, along the west line of said Lot 1, a distance of 668.57 feet; thence North 89 degrees 09 minutes 09 seconds East a distance of 19.03 feet to the beginning of centerline to be described; thence North 55 degrees 32 minutes 15 seconds East a distance of 19.95 feet; thence North 12 degrees 36 minutes 06 seconds West a distance of 50.20 feet; thence North 0 degrees 50 minutes 51 seconds West a distance of 192.96 feet; thence North 31 degrees 18 minutes 29 seconds East a distance of 123.85 feet to the northerly line of the above described property and there said centerline terminates.

PERMANENT UTILITY AND DRAINAGE EASEMENT

THIS PERMANENT UTILITY AND DRAINAGE EASEMENT (Easement), made, granted and conveyed this 25th day of June, 2012, between **Watrud Properties, LLC**, a Minnesota limited liability company (hereinafter referred to as “Landowner”) and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the “City”).

The Landowner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A** (hereinafter “**Landowner’s Property**”).

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

A **permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto** (hereinafter “**Permanent Easement**”) under, over, across, through and upon that real property legally described on **Exhibit B** (hereinafter the “**Permanent Easement Area**”) attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any sanitary sewer, water mains, storm water facilities, drainage facilities and any utilities, underground pipes, culverts, conduits, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the purposes of construction, maintenance, repair and replacement of any sanitary sewer, water mains, storm water facilities, drainage facilities any utilities, underground pipes, conduits, culverts, other utilities, mains and all facilities and improvements ancillary, incident or related thereto.

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, agents and servants:

- a.) to enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the Permanent Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- c.) to remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Permanent Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent Easement Area or the Landowner's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's Property described on Exhibit A and the Permanent Easement Area described on Exhibit B and that it has good right to grant and convey the Permanent Easement herein to the City.

IN TESTIMONY WHEREOF, the Landowner and the City have caused this Easement to be executed as of the day and year first above written.

CITY OF INVER GROVE HEIGHTS

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 25th day of June, 2012, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**LANDOWNER:
WATRUD PROPERTIES, LLC**

By: _____
Steven Watrud
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of June, 2012, before me a Notary Public within and for said County, personally appeared Steven Watrud to me personally known, who being by me duly sworn, did say that he is a Chief Manager of Watrud Properties, LLC, a limited liability company, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said limited liability company by authority of the Board of Governors and said Steven Watrud acknowledged said instrument to be the free act and deed of the limited liability company.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

AFTER RECORDING PLEASE

RETURN TO:

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

That part of Lot 1, Block 1, GAINNEY ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, which lies northerly of the following described line:

Commencing at the northwest corner of said Lot 1; thence on a assumed bearing of South 0 degrees 12 minutes 38 seconds East, along the west line of said Lot 1, a distance of 310.54 feet to a point hereinafter known as Point "A"; thence continuing South 0 degrees 12 minutes 38 seconds East, along said west line, a distance of 358.03 feet; thence North 89 degrees 09 minutes 09 seconds East a distance of 27.11 feet to the westerly extension of a north line of said Lot 1; thence North 89 degrees 09 minutes 09 seconds East, along said westerly extension of a north line of Lot 1, a distance of 239.50 feet to an angle point in an east line of said Lot 1; thence North 0 degrees 50 minutes 13 seconds West, along said east line, a distance of 385.12 feet to the intersection with a line that bears North 89 degrees 09 minutes 09 seconds East from the aforementioned Point "A"; thence South 89 degrees 09 minutes 09 seconds West a distance of 472.05 feet to the west line of said Lot 1 and said line there terminating.

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

A **permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto**, over, under, across, through and upon the South five (5) of that part of Lot 1, Block 1, Gainey Addition, according to the recorded plat thereof, Dakota County, Minnesota, which lies northerly of the following described line:

Commencing at the northwest corner of said Lot 1; thence on a assumed bearing of South 0 degrees 12 minutes 38 seconds East, along the west line of said Lot 1, a distance of 310.54 feet to a point hereinafter known as Point "A"; thence continuing South 0 degrees 12 minutes 38 seconds East, along said west line, a distance of 358.03 feet; thence North 89 degrees 09 minutes 09 seconds East a distance of 236.46 feet; thence South 0 degrees 50 minutes 51 seconds East a distance of 27.11 feet to the westerly extension of a north line of said Lot 1; thence North 89 degrees 09 minutes 09 seconds East, along said westerly extension of a north line of Lot 1, a distance of 239.50 feet to an angle point in an east line of said Lot 1; thence North 0 degrees 50 minutes 13 seconds West, along said east line, a distance of 385.12 feet to the intersection with a line that bears North 89 degrees 09 minutes 09 seconds East from the aforementioned Point "A" and the beginning of line to be described; thence South 89 degrees 09 minutes 09 seconds West a distance of 472.05 feet to the west line of said Lot 1 and said line there terminating.

PERMANENT DRAINAGE AND UTILITY EASEMENT

This **PERMANENT DRAINAGE AND UTILITY EASEMENT** (Easement) is granted and conveyed this 25th day of June, 2012, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City) and **Watrud Properties, LLC**, a Minnesota limited liability company, (hereafter referred to as Landowner).

The Landowner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A** (hereinafter "Landowner's Property").

1. **Grant of Permanent Drainage and Utility Easement.** The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

A permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto (hereinafter "**Permanent Easement**") under, over, across, through and upon that real property legally described on **Exhibit B** (hereinafter the "**Permanent Easement Area**") attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any sanitary sewer, water mains, storm water facilities, drainage facilities and any utilities, underground pipes, culverts, conduits, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the purposes of construction, maintenance, repair and replacement of any sanitary sewer, water mains, storm water facilities, drainage facilities any utilities, underground pipes, conduits, culverts, other utilities, mains and all facilities and improvements ancillary, incident or related thereto.

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, agents and servants:

- a.) to enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the Permanent Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- c.) to remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Permanent Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent Easement Area or the Landowner's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's Property described on Exhibit A and the Permanent Easement Area described on Exhibit B and that it has good right to grant and convey the Permanent Easement herein to the City.

IN TESTIMONY WHEREOF, the Landowner and the City have caused this Easement to be executed as of the day and year first above written.

CITY OF INVER GROVE HEIGHTS

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 25th day of June, 2012, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**LANDOWNER:
WATRUD PROPERTIES, LLC**

By: _____
Steven Watrud
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of June, 2012, before me a Notary Public within and for said County, personally appeared Steven Watrud to me personally known, who being by me duly sworn, did say that he is a Chief Manager of Watrud Properties, LLC, a limited liability company, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said limited liability company by authority of the Board of Governors and said Steven Watrud acknowledged said instrument to be the free act and deed of the limited liability company.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

Outlot A, Gainey Second Addition, according to the recorded plat thereof, Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

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

A 20 foot easement for drainage and utility purposes over, under, through and upon Outlot A, Gainey Second Addition, according to the recorded plat thereof, Dakota County, Minnesota, the centerline of said easement is described as follows:

Commencing at the northeast corner of said Outlot A; thence on an assumed bearing of South 0 degrees 12 minutes 38 seconds East, along the west line of said Outlot A, a distance of 688.71 feet to the beginning of centerline to be described; thence South 89 degrees 47 minutes 22 seconds West a distance of 8.76 feet; thence South 15 degrees 24 minutes 56 seconds West a distance of 122.00 feet and there said centerline terminates.

FLOWAGE EASEMENT

This **FLOWAGE EASEMENT** (Easement) is granted and conveyed this 25th day of June, 2012, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City) and **Watrud Properties, LLC**, a Minnesota limited liability company, (hereafter referred to as Landowner).

The Landowner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A** (hereinafter "Landowner's Property").

1. **Grant of Flowage Easement.** The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

A permanent easement to drain, flow and deposit storm water and surface water from Clark Road and from the Clark Road storm water system (hereinafter "**Flowage Easement**") into the storm water ponds and infiltration basins contained within the Landowner Property legally described on **Exhibit B** (hereinafter the "**Flowage Easement Area**") attached hereto and incorporated herein by reference; and for all such purposes ancillary, incident or related thereto.

The Flowage Easement rights granted herein are forever and shall include, but not be limited to, all storm water drainage and flowage facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, agents and servants:

a.) to enter upon the Flowage Easement Area at all reasonable times for the purposes of inspection, grading and sloping relating to the purposes of this Easement; and

- b.) to excavate and refill ditches or trenches; and
- c.) to remove from the Flowage Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the Flowage Easement.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Flowage Easement Area or the Landowner's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's Property described on Exhibit A and the Flowage Easement Area described on Exhibit B and that it has good right to grant and convey the Flowage Easement herein to the City.

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

IN TESTIMONY WHEREOF, the Landowner and the City have caused this Easement to be executed as of the day and year first above written.

CITY OF INVER GROVE HEIGHTS

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 25th day of June, 2012, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**LANDOWNER:
WATRUD PROPERTIES, LLC**

By: _____
Steven Watrud
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of June, 2012, before me a Notary Public within and for said County, personally appeared Steven Watrud to me personally known, who being by me duly sworn, did say that he is a Chief Manager of Watrud Properties, LLC, a limited liability company, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said limited liability company by authority of the Board of Governors and said Steven Watrud acknowledged said instrument to be the free act and deed of the limited liability company.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

AFTER RECORDING PLEASE

RETURN TO:

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

Outlot A, Gainey Second Addition, according to the recorded plat thereof, Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF FLOWAGE EASEMENT AREA

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

[legal description to be provided by attorney for Watrud Properties, LLC]

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Friends of the Mississippi River Proposal for a Natural Resource Management Plan

Meeting Date: June 25, 2012
 Item Type: Regular Agenda
 Contact: Mark Borgwardt – 651.450.2581
 Prepared by: Mark Borgwardt
 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 hiring Friends of Mississippi River for \$3,900, to conduct a Natural Resource Management Plan (NRMP) of 17.28 acre Rock Island Swing Bridge property with funding from Park Dedication Fund 402.

SUMMARY

Friends of Mississippi River is a non-profit charitable citizens based organization whose mission is to protect, restore and enhance the Mississippi River and its watershed in the Twin Cities region. The city hired FMR to conduct a NRMP for Heritage Village Park in 2002. A Natural Resources Management Plan is the first required step in making the city eligible for federal and state grants such as the Outdoor Heritage Fund. FMR is interested in working with the city to enhance and restore the natural areas at this historic site which will make it even more attractive for visitors. Recommend hiring FMR to develop NRMP for 17.28 acre site by RISB with \$3,891.00 cost from Park Dedication Fund 402.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: June 25, 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

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

PURPOSE/ACTION REQUESTED:

Consider request to accept a \$100.00 donation to the Inver Grove Heights Police Department from Residential Mortgage Group’s “Refer a Friend. Build your Community” program.

SUMMARY:

Residential Mortgage Group (RMG) has a charitable donation program called “Refer a Friend. Build *your* Community.” When a referral-generated mortgage closes, RMG will donate \$100.00 to a school, fire or police department on behalf of both the person who referred the client, as well as the client who completed the loan. To date, RMG has donated over a quarter of a million dollars for this program. They feel by directing all donations to local schools, fire or police departments, they will be able to make a bigger impact because it lets their clients directly improve the community they call home.

RMG has sent us notice that a client has selected the Inver Grove Heights Police Department to receive a \$100.00 donation through their referral source. RMG has indicated that the funds can be used to give back to the community by assisting in funding a police department program or purchase of police department related equipment. Below is the name of the donor that has selected us as the recipient:

Jennifer and John Shepard
 9187 Cavanaugh Court
 Inver Grove Heights, MN 55076



Expert Home Financing. *Guaranteed.*™

Inver Grove Heights Police Department
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Dear Donee:

RMG has a charitable donation initiative program called "Refer a friend Build your community."™ We are extremely excited about this exclusive initiative.

Enclosed you will find a check payable to your organization. Our client or referral source has selected your group to be a beneficiary in conjunction with their loan closing with us. Congratulations! We hope there will be more to come. Listed below is the name of the donor that has selected you:

Jennifer and John Shepard
9187 Cavanaugh Court
Inver Grove Heights, MN 55076

As our letter indicates, every loan that RMG closes can result in up to \$100 donated to Second Harvest Heartland, the school, police or fire department in their local community. To date, we have donated more than \$915,000 dollars for this program. We believe everyone in our communities will benefit. Call us if you have any additional questions about how this program works.

Sincerely,

Lynn Handlos
Mortgage Banker
NMLS 460392

Enclosures

CC: Jennifer and John Shepard

RESIDENTIAL MORTGAGE GROUP
6 Pine Tree Drive, Suite 330
Alden Hills, MN 55112
PHONE 651.203.8300 FAX 651.203.8339
rmgm.com

Learn more about Alerus' banking and wealth management.

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

DRAWER MONEYGRAM PAYMENT SYSTEMS, INC. P.O. BOX 9476, MINNEAPOLIS, MN 55480 DRAWEE FIRST INTERSTATE BANK, BILLINGS, MT	 ALERUS FINANCIAL BANK <small>P.O. Box 6001</small> Grand Forks, ND 58206 (800) 279-3200	1300269 93-541 920
PAY *ONE HUNDRED AND XX / 100	DATE 5/30/2012	*****100.00*
TO THE ORDER OF INVER GROVE HEIGHTS POLICE DEPARTMENT 8150 BARBARA AVE INVER GROVE HEIGHTS, MN 55077	 AUTHORIZED SIGNATURE	MP

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: June 25, 2012
Item Type: Consent
Contact: Jenelle Teppen, Asst. City Admin
Prepared by: Amy Jannetto, H.R. Coordinator
Reviewed by: n/a

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

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

Please confirm the seasonal/temporary employment of: Thomas Oestreich, Julie Senn, Jessica Salo, Matt Schull, Michelle Johnson, and Mark Kosmalski.

Please confirm the seasonal/temporary termination of employment of: Carter Lange.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Continuation of the Assessment Hearing for City Project No. 2001-12 – Concord Boulevard Reconstruction Phase II

Meeting Date: June 25, 2012
 Item Type: Assessment Hearing
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SJK

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

The City Council continued the assessment hearing to consider a resolution adopting the final assessment roll for one parcel in City Project No. 2001-12 – Concord Boulevard Street Reconstruction Phase II for the following areas: Concord Boulevard (starting at a point 1121 feet south of Corcoran Path and ending at a point 83 feet south of 65th Street East).

SUMMARY

City Project No. 2001-12 was ordered by the City Council on April 14, 2008 as part of the City's Pavement Management Program. Mn/DOT and Dakota County funded the majority of the surface and storm sewer improvements along with sanitary sewer and water main adjustments necessary as a result of roadway modifications. The Council conducted the final assessment hearings on May 14, 2012 and May 29, 2012 and adopted final assessments for all the parcels except one parcel (PID No. 20-18290-01-010). On June 11, 2012, the Council continued the hearing for ABE Investments (PID No. 20-18290-01-010) to June 25, 2012 at the request of the owner.

Steve Nelson, attorney representing ABE Investments (of which he is part owner) attended earlier hearings regarding the commercial zoned property at 80th and Concord Boulevard. We explained how the appraiser recommended a maximum assessment of \$1/square foot for commercial properties. The proposed assessment for this parcel is \$0.14/square foot. He provided an objection letter which was presented on May 14, 2012. (On a side note, he indicated that the issue concerning access to his property has been resolved after a detailed review of his title policy which indicated the existence of easements over the existing private roads adjacent to his property). Staff is recommending that this property be assessed \$7,231.78 as originally proposed at the May 14, 2012 assessment hearing.

Mr. Nelson asked the City to review the assessment history on his parcel to determine if a corner credit should be considered on this project. A summary of that review is attached. No corner lot credit is being applied in this assessment. Mr. Nelson understands that this project assessment is being proposed at the commercial rate of \$38.08/FF for his frontage on Concord Boulevard only. This project is not assessing the 80th Street frontage. Mr. Nelson has been informed he would qualify for an assessment corner lot credit when 80th Street is reconstructed in the future. Mr. Nelson indicated he has hired an appraiser to rebut the City's appraisal.

It is recommended that the City Council adopt the assessment roll attached to this memo.

TJK/kf

- Attachments: May 30, 2012 e-mail requesting continuation to June 25, 2012
 Assessment History
 Resolution
 Assessment map
 Third Final Assessment Roll
 Concord Commons and Concord Commons 2nd Addition

ASSESSMENT HISTORY FOR PARCEL ID NO 20-18290-01-010

The City has reviewed the history of Parcel ID No. 20-18290-01-010 owned by ABE Investments to determine if a corner lot credit should be considered on Concord Boulevard (City Project 2001-12). The following outlines the history:

The current pending assessment of \$7,231.78 with City Project No. 2001-12 is the first assessment directly levied to this parcel which was created as Lot 1, Block 1 in Concord Commons (1994 plat). The City had not assessed any projects towards Concord Commons; however, there were approximately \$93,372.99 levied to the original parcel which became Concord Commons. All of these assessments were paid in full at the time of the platting of Concord Commons. These assessments included:

Pre-1979 assessments for utilities (sanitary sewer and storm sewer)	\$ 4,267.60
1980 assessments for original grading of 80th Street from Dawn to Concord Blvd.	\$21,376.69
1980 assessments for water main and sanitary sewer	\$19,637.94
1981 assessments for original construction of 80th St from Dawn Ave to Concord Blvd	\$14,789.99
1989 trunk sewer and water assessments along Concord Boulevard	\$33,300.77

At the time of the 1979 and 1980 projects, there had been no street connection between 80th Street and Concord Boulevard. These improvements were done to promote development in the area. The City did this improvement project. There was no involvement by Mn/DOT on Concord Boulevard or Dakota County on 80th Street in the local street and utility improvements. Over the years since development occurred, Dakota County received jurisdiction over Concord Boulevard from a Mn/DOT turn-back and Dakota County received jurisdiction over 80th Street via a JPA executed with the City to designate it as a County road.

In 1980, at the time of original construction of 80th Street by the City, street assessments were levied over the large undeveloped parcel that eventually was platted as Concord Commons. The frontage along 80th Street was approximately 357 feet and the frontage along Concord Blvd. was 2045 feet. The parcel was assessed in accordance with City policy at that time.

No corner lot credit should be given to the parcel owned by ABE Investments for City Project No. 2001-12 – Concord Boulevard. It is anticipated that a corner lot credit will be considered with any future reconstruction on 80th Street because:

- 1) It would be a reconstruction project, and
- 2) The parcel owned by ABE Investment now has its long side along 80th Street

Tom Kaldunski

From: Stephen L. Nelson [snelson@snelson.com]
Sent: Wednesday, May 30, 2012 11:31 AM
To: Tom Kaldunski
Subject: City Council Meeting on June 11, 2012

5/30/2012

Tom –

As per our discussion today, I already have a commitment to attend another city council meeting in Arden Hills, Minnesota on the 11th of June. If possible, I would appreciate this matter being continued to the next week. Thank you.

Stephen L. Nelson

Stephen L. Nelson P.A.

Attorney At Law

665 No. Snelling Ave.

St. Paul, MN 55104

Phone: (651) 646-5000

Fax: (651) 642-2619

IMPORTANT

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

RESOLUTION NO. _____

RESOLUTION ADOPTING THE THIRD FINAL ASSESSMENT ROLL FOR THE PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2001-12 – CONCORD BOULEVARD RECONSTRUCTION PHASE II

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met, heard and passed upon all objections to the proposed assessment for the improvements on City Project No. 2001-12 – Concord Boulevard Reconstruction Phase II for the following streets: Concord Boulevard (starting at a point 1121 feet south of Corcoran Path and ending at a point 83 feet south of 65th Street East).

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands herein, and each tract of land therein included is hereby found to be benefited by the proposed assessment levied against it.
2. Such assessment shall be payable in equal installments extending over a period of ten (10) years. The first of the installments shall be payable on or before the first Monday in January 2013, and shall bear interest at the rate of 4.8 percent per annum from the date of adoption of this assessment resolution. To the first installment shall be added interest for one year on all unpaid installments plus any interest accruing from the date of the assessment hearing.
3. The owner of any property, so assessed, may at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within thirty days from the adoption of this resolution; and the owner may, at any time thereafter, pay to the County Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15, or interest will be charged through December 31 of the next succeeding year.
4. The Clerk, shall, forthwith, transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County, and such assessments shall be collected and paid over the same manner as other municipal taxes.

Adopted by the City Council of Inver Grove Heights this 25th day of June 2012

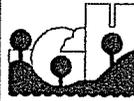
AYES:
NAYS:

George Tourville, Mayor

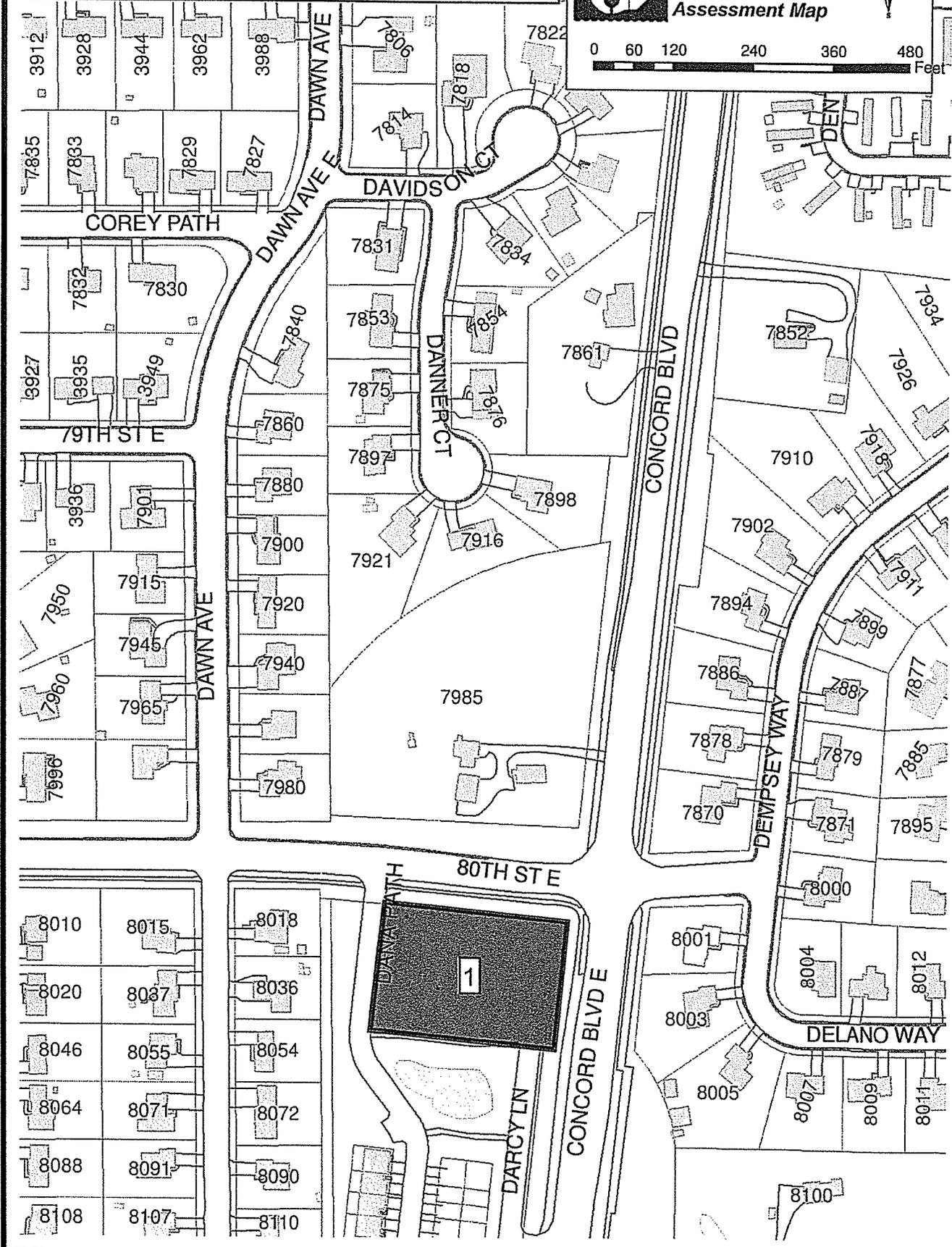
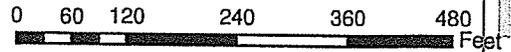
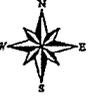
ATTEST:

Melissa Rheaume, Deputy Clerk

2001-12 Concord Boulevard Phase II
Final Assessment Hearing Continuation



City of
Inver Grove Heights
Assessment Map



CITY PROJECT NO. 2001-12 - CONCORD BOULEVARD STREET RECONSTRUCTION PHASE II
 FINAL THIRD ASSESSMENT ROLL
 TERMS - 10 YEARS AT 4.8% INTEREST

MAP NO	PID NO	OWNER	OWNER ADDRESS	OWNER ADDRESS 2	OWNER CITY, STATE	ASSESSMENT AMOUNT
1	201829001010	ABE INVESTMENTS LLC	3475 SIEMS CT		ARDEN HILLS MN	\$ 7,231.78

STEPHEN L. NELSON P.A.
ATTORNEY AT LAW
665 NORTH SNELLING AVENUE
SAINT PAUL, MINNESOTA 55104-1893
Phone (651) 646-5000
FAX (651) 642-2619

CONFIDENTIAL TELECOPIER TRANSMITTAL SHEET

DATE: June 20, 2012

RECEIVING FAX NUMBER: 651-450-2502

TOTAL NUMBER OF PAGES SENT: 6 (including this cover sheet)

FILE REFERENCE: Our File No. ABE Investments

ORIGINAL TO FOLLOW BY MAIL: Yes

PLEASE DELIVER TO: Tom Kaldunski

FROM: Stephen L. Nelson

MESSAGE:

If there are problems with this transmission or if you fail to receive all of the pages, please call 651-646-5000 and ask to speak with Marie.
Thank you.

IMPORTANT

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users\sln\abe\kaltrom01.fax

ABE INVESTMENTS LLC
3475 SIEMS CT
ARDEN HILLS, MN 55112
Phone: (651) 636-0414
Fax: (651) 642-2619

June 20, 2012

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

TO BE MAILED AND FAXED

Re: Amount of Assessment on Parcel No. 201829001010 - \$7,231.78
Southwest quadrant of 80th Street & Concord Blvd.
Property Owner: ABE Investments LLC ("ABE")

Dear Mr. Kaldunski,

I have reviewed the appraisal of Metzen Appraisals, the Feasibility Report and other materials with ABE's appraiser. I have also reviewed the statute and case law with ABE's attorney. I respectfully disagree with your appraisers' methodology and as to their unsupported conclusions. The appraiser for ABE has confirmed my opinion that the improvements have not added any value to ABE's **unimproved** property. The law clearly requires that the assessment amount for any improvements shall be limited to the actual "special benefit" accruing to the property. This has been interpreted to mean that any assessment is limited to the increase in market value of the property as a result of the assessed improvements.

The property which ABE Investments LLC owns has already been assessed for similar improvements when 80th street was extended to Concord and public utilities were installed on 80th Street and on Concord Boulevard south of 80th to service all of the property comprising Concord Commons. The access to Concord from ABE's property is convoluted to say the least. The only access off of Concord is from a private road (Darcy Lane) that runs parallel to and connects to Concord over 360+ feet south of ABE's property line (note - this is an entire football field). Anyone approaching from the south or the north on Concord will access the property off of 80th Street via the private road, Dana Path. The reason the primary access point to ABE's property will be on Dana Path from 80th Street is because the county will not permit any direct access from ABE's property to either 80th Street or Concord and this will provide the shortest and most direct route to and from a public street. I believe I recall other property on Concord that is not being assessed because the property has an entrance from another street for which the property may be assessed in the future. How does this property differ from ABE's property? Your appraiser does not address the unique circumstances of access surrounding ABE's property and how the improvements to Concord impact the market value of ABE's property.

Some specifics which I would like to call to your attention about your flawed appraisal are as follows:

1. The appraisal is generic and the methodology is used uniformly across multiple parcels. As noted above, the appraisal does not address the unique characteristics of the various

Mr. Tom Kaldunski

June 20, 2012

Page 2

properties and in particular ABE's property. The appraisal is absent any supporting data to justify the statement that all commercial properties have benefitted by \$2.00 per square foot or \$84,000.00 per acre. The appraisal merely opines that the value of "all" commercial property fronting on Concord has been increased by at least \$2.00 per square foot. Thus, if the appraiser is correct the value of ABE's property increased by over \$104,000.00 as a result of the improvement! Appraisal methodology requires supporting data to support and reach such an opinion. Absent supporting data, the appraisal provides no basis for the city to assess based on increased market value for the commercial properties in general and in particular ABE's property.

2. Instead of using the square foot basis approach set forth in your appraisal, the City has instead elected to calculate its assessments in a different manner (i.e. based on the lineal front footage on Concord) and not on a square foot basis used by the appraiser. Thus a property with smaller frontage but more acreage will pay less than a property with more frontage and less area. The City elected to use \$38.08 per front foot for all commercial property fronting Concord instead of the method chosen by its appraiser. Furthermore, your appraiser merely opines without any supporting data that the use of a lineal front foot would be an appropriate method to assess owners. However, the appraisal does not reflect nor does it address how the two methods correlate to each other and to the increase in market value of the assessed commercial properties. Nowhere in the appraisal is there any support for such a determination that the values of the commercial property fronting Concord Blvd. have in fact increased by \$38.08 per front foot. Absent any correlation between these two different methods of determining assessments and the impact on increase in market value, levying assessment based on a front foot charge is inappropriate and contrary to standard appraisal practice for assessments.
3. An appraiser performing an assessment appraisal for a municipality is required to break out the various asset classes into distinct groups. The appraiser has not done this for commercial property and especially for unimproved commercial property like ABE's property. ABE's property has not been appraised and there is no information in the appraisal that establishes that the market value of ABE's property has been increased by \$7,231.78 that is being assessed. In fact there does not appear to be any other unimproved commercial property. ABE's property has unique characteristics and in particular the fact that the primary access will be located on 80th Street. Nowhere does the appraisal address the limited access on Concord and how it affects the increase in market value of the improvements to ABE's property.
4. The appraisal does not clearly identify what improvements are being considered in establishing the total amount of increase in value for all commercial property. The city is limited as to what improvements it can assess an individual owner for and the appraisal fails to address what specific improvements are being considered by the appraisers in determining the alleged increase in value of the commercial property in general and ABE's property in particular as a result of said improvements.

Mr. Tom Kaldunski
June 20, 2012
Page 3

5. Lastly, the appraisal fails to provide adequate market data to support the conclusion that the value of comparable property has increased by at least the amount of the proposed assessment. How a buyer and a seller negotiate the handling of levied or special assessments in the purchase price for property subject to a levied or pending assessments is not market evidence or indicative as to increased market value of the assessed property as a result of the assessed improvements. Assumption of assessments by a buyer addresses only how the agreed upon price is being paid by a buyer. The amount of the assessment on ABE's property is limited to the increase in market value of ABE's property that the specific improvements have actually added. The appraisal includes a very limited comparable sales and then goes on to distinguish several of those sales as not being reliable because of either foreclosures or short sales. The appraisal also fails to include any sales data to establish market value of comparable properties in a particular area being compared to before and after the assessed improvements were completed. Thus, there is insufficient data to justify the appraiser's conclusions as to increase in market value as a result of sales of comparable properties. Normally, comparable sales are taken both before and after the assessed improvements were completed in order to justify the increase in market value of the property as a result of any assessed improvements that were made in the area of said comparable sales. The appraisal also does not address the specific type of improvements that were constructed in the area of comparable sales in order to establish that they are similar or identical to those made to establish the assessment on ABE's property.

There are other shortfalls as noted by ABE's appraiser which will be addressed if we have to litigate this issue. The appraiser that ABE has engaged routinely performs these types of appraisals for other municipalities and has written and lectured on the particular subject of assessment appraisals and I believe will make a very credible witness.

As noted in your e-mail (a copy of which is enclosed) that since the late 1970s ABE's property and the parcel it was a part of have been assessed over \$93,000.00 for much the same improvements. This is a significant amount of money that has already been assessed against Concord Commons property. How many times can a property be assessed for the same improvements?

I believe that your appraisal is flawed. I have requested ABE's appraiser to complete the preparation of the appraisal that will clearly establish that the market value of ABE's property has not increased as a result of the limited city improvements for which you are attempting to assess ABE's property. Accordingly, I ask the City Council to not assess ABE's property because you have failed to show how ABE's property has benefitted from the improvements. If you look at what was already in place (storm sewer, sanitary sewer, water, street curb, sidewalk along 80th street and lighting), what has changed to benefit ABE's property? Furthermore, ABE's access will be primarily off of 80th Street through Dana Path. Since the access off Concord is so far to the south of the property most people will miss it and turn onto 80th Street to gain access to the property.

Mr. Tom Kaldunski
June 20, 2012
Page 4

I believe the state of Minnesota for over a century has held that if a special assessment exceeds the special benefit conferred on a parcel of property being assessed, then there is an unconstitutional taking of property without just compensation. In my opinion as confirmed by my appraiser, there has been no increase in market value of ABE's property. ABE is ready willing and able to take this matter to district court, if needed, to protect ABE Investments LLC's right to be assessed for only the increase in the fair market value of its property. Your appraisal does not establish a basis for an assessment of \$7,231.78 against ABE's property for the reasons outlined above. There has been no demonstrated increase in value to ABE's property as a result of the improvements that will justify the proposed assessment.

Thank you for your considerations.

Very truly yours,

ABE Investments LLC

By 
Kathryn M. Nelson, Manager

Encls.

ABE\KalTho01.Ltr

Stephen L. Nelson

From: Tom Kaldunski [tkaldunski@invergroveheights.org]
Sent: Monday, June 11, 2012 9:52 AM
To: Stephen L. Nelson
Subject: Information Regarding Pending Assessment in IGH

Hi Mr. Nelson ,

I am following up on your 5/30/2012 Email . The city council will open the Assessment Hearing for your parcel tonight because it was continued to June 11, 2011 at the last meeting . The City Council will then continue it to the June 25 Council Meeting per your request .

Further review has been done on the parcel you own in Concord Commons . As you know ,the city is assessing your parcel \$7,231.78 . This is for the new construction on Concord Blvd at a rate of \$38.08 per Front Foot on Concord Blvd . No assessment is being levied on the 80th Street frontage at this time .

Per you request , I have done additional review of assessments on your parcel and the Concord Commons Plat . The following outlines the past history ;

Pre 1979 Assessments for utilites (Sanitary & Storm)	\$4,267.60
1980 Assessment for the original grading of 80 th Street from Dawn to Concord Blvd	\$21,376.69
1980 Assessments for Watermain and Sanitary Sewer	\$19,637.94
1981 Assessments for original construction of 80 th St from Dawn to Concord Blvd	\$14,789.99
1989 Trunk Sewer and Water assessments along Concord Blvd	\$33,300.77

Total Assessed to Original Parcel that became Concord Commons
 \$93,372.99

The Concord Commons plat was approved in 1994. Concord Commons Second Addition was approved in 2003 .The assessments above were paid for as part of these platting activities . It is assumed these costs were spread over the entire acreage in the development . When you purchased the lot you own , these costs should have been included in the purchase price .

A review of the 80th street history indicates that the city initiated the city street & utility improvements in the 1980's .This work was for city improvements . MnDot had jurisdiction over Concord Blvd as a State Hwy . The Dakota county records indicate they entered into a agreement with the city to receive jurisdiction of 80th street in the 1990's . This agreement gave Dakota county jurisdiction over 80th street from Cahill Ave to Concord Blvd along with other jurisdictional changes between the city and County . Concord Commons was platted in 1994. Concrd Commons Second was platted in 2003 . Dakota County entered into a Turn Back Agreement with MnDot in the late 2000's which gave them jurisdiction over Concord Blvd .

Note that Dakota county has had a cost sharing agreement with city's since 1952 . This policy requires cities to pay 45% of county road project and the county is responsible for 55% . A future project on either 80th street or Concord Blvd could result in assessment s of a portion of the city share . A corner lot credit would be considered on a future reconstruction project as we have discussed . I do not anticipate any project in the foreseeable future .

Thomas J. Kaldunski, PE
 City Engineer
 City of Inver Grove Heights

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

STEVE AND COLENE WOOG – Case No. 12-15V

Meeting Date: June 25, 2012
 Item Type: Regular
 Contact: *HB* Heather Botten 651.450.2569
 Prepared by: *HB* Heather Botten, Associate Planner
 Reviewed by: Planning

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

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to a **Variance** to allow an accessory structure 2,016 square feet in size whereas 1,600 square feet is the maximum size allowed for property located at 2927 – 96th Street East

- Requires a 3/5ths vote.
- 60-day deadline: July 7, 2012 (first 60-days)

SUMMARY

The subject property is zoned E-1, Estate Residential and is 2.5 acres in size. City Code allows properties 2.5 to 5 acres in size one detached accessory building up to 1,600 square feet in size. The applicant’s would like to construct an accessory building 2,016 square feet in size. The building would be constructed with vinyl siding, matching the house. Setbacks and impervious surface standards would be met.

The City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the zoning ordinance.

The accessory structure size standards are not precluding the homeowner from reasonable use of the property. The applicants have an attached garage and are allowed a 1,600 square foot detached accessory building. The request for a larger structure would be for the property owners own personal use. This variance may be considered a convenience to the applicant, not a practical difficulty. Allowing a structure larger than 1,600 square feet could set a precedent for other rural lots in the City larger than 2.5 acres.

Planning Staff: Staff believes the applicant did not identify practical difficulties to comply with the ordinance as a 1,600 square foot accessory building could be constructed on the property and the size standards are not precluding the homeowner from reasonable use of the property. Based on the information provided staff recommends denial of the requested size variance with the findings listed in the attached resolution.

Planning Commission: At the June 5, 2012 public hearing, the Planning Commission also recommended denial of the request (8-0).

Attachments: Variance Denial Resolution
 Planning Commission Recommendation
 Planning Staff Report

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

RESOLUTION NO. _____

**RESOLUTION DENYING A VARIANCE TO ALLOW AN ACCESSORY BUILDING
2,016 SQUARE FEET IN SIZE WHEREAS 1,600 GROSS SQUARE FEET IS THE
MAXIMUM SIZE ALLOWED ON LOTS 2.5 ACRES OR GREATER BUT LESS THAN 5
ACRES IN SIZE**

**CASE NO. 12-15V
(Woog)**

Property located at 2927 – 96th Street and legally described as follows:

Lot 5, Block 1, Marcott Woods Second Addition, Dakota County, Minnesota

WHEREAS, an application has been received for a Variance to allow an accessory building larger than 1,600 gross square feet in size;

WHEREAS, the afore described property is zoned E-1, Estate Residential;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4 D;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on June 5, 2012 in accordance with City Code Section City Code 10-3-3: C;

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

- a. The facts presented did not satisfy the criteria needed to show a practical difficulty on the lot to support granting an accessory structure size variance. The lot is 2.5 acres in size and allowed a 1,600 square foot detached accessory building.
- b. The conditions of the property were not so limiting or unique that the property could not be used in a reasonable manner without the variance.
- c. Approval of the variance could set a precedent for future requests to exceed the maximum accessory building size for rural lots larger than 2.5 acres but less than 5 acres in size.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a 2,016 square foot accessory building whereas 1,600 square feet is the maximum size allowed is hereby denied.

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

Adopted by the City Council of Inver Grove Heights this 25th day of June, 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: June 5, 2012
SUBJECT: **STEVE AND COLENE WOOG – CASE NO. 12-15V**

Reading of Notice

Commissioner Hark read the public hearing notice to consider the request for a variance to construct an accessory structure larger than the 1,600 square foot maximum allowed, for the property located at 2927 – 96th Street. 6 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the subject property is zoned E-1. City Code allows properties 2.5 to 5 acres in size one detached accessory building up to 1,600 square feet in size. The applicant's property is 2.5 acres and they would like to construct an accessory building 2,016 square feet in size. The building would be constructed with vinyl siding matching the house. She advised that City Council revised the accessory structure size requirements in 2006. Prior to 2006 all lots less than five acres were allowed a maximum 1,000 square foot accessory building. Staff recommends denial of the request due to lack of practical difficulties, the fact that size standards would not preclude the homeowner from reasonable use of their property, and that granting a variance could set a precedent.

Opening of Public Hearing

The applicant, Colene Woog, 2927 – 96th Street East, submitted a letter of support signed by five of the six adjacent property owners; she was unable to contact the sixth neighbor. She stated the requested 36' x 56' structure would house their recreational vehicles and lawn equipment and would allow them enough room to maneuver their vehicles as well as the ability to leave their trailer attached to their SUV while parked. She stated the structure would keep their vehicles protected from the elements, be aesthetically pleasing to the neighbors, and would have minimum visibility from 96th Street.

Planning Commission Discussion

Chair Bartholomew stated that while he supported allowing larger buildings on E-1 lots, it would be difficult for him to support the request as the requested size did not meet the City's variance criteria.

Commissioner Lissarrague asked what precipitated the ordinance change in 2006.

Mr. Botten replied it was in response to multiple requests for variances from maximum allowed accessory structure size on larger lots in the Agricultural and E-1 zoning districts.

Commissioner Lissarrague stated he would not have an issue supporting the request, especially since the building would be difficult to see from the road.

Commissioner Elsmore stated she would have a hard time supporting the request without a practical difficulty and was concerned about setting a precedent.

Commissioner Hark stated that whether or not the neighbors were in favor of the request, approval of the variance would set a precedent.

Commissioner Wippermann stated he would be voting against the request because it did not meet the variance criteria.

Commissioner Gooch stated the applicants could meet the City Code requirements and still accommodate their needs by adjusting the building size (i.e. removing six feet from the proposed width).

Commissioner Lissarrague asked if the applicant planned to build an accessory structure even if the variance was denied.

Ms. Woog replied in the affirmative, stating they would build the structure as large as they were allowed.

Planning Commission Recommendation

Motion by Commissioner Wippermann, second by Commissioner Elsmore, to deny the request for a variance to construct an accessory structure larger than the maximum allowed for the property located at 2927 – 96th Street, with the reasons for denial as listed in the staff report.

Motion carried (8/0). This item goes to the City Council on June 25, 2012.

6.5.17

As neighbors to Steve and Colene Woog,
we are in support of the variance
requested for their proposed 2016 sq. ft.
garage on their property of
2927 96th Street East, Inver Grove Heights.

Thank you,

Karen Cords

Karen Cords

Dawn Wieland

Dawn Wieland

Walter Nelson

Walter Nelson

Dana Kraft

Dana Kraft

Dave & Sandy Swanson

Dave & Sandy Swanson

PLANNING REPORT CITY OF INVER GROVE HEIGHTS

REPORT DATE: May 31, 2012

CASE NO.: 12-15V

HEARING DATE: June 5, 2012

APPLICANT AND PROPERTY OWNER: Steve and Colene Woog

REQUEST: A variance to construct an accessory building larger than 1,600 square feet.

LOCATION: 2927 – 96th Street

COMP PLAN: RDR, Rural Density Residential

ZONING: E-1, Estate Residential

REVIEWING DIVISIONS: Planning

PREPARED BY:  Heather Botten
Associate Planner

BACKGROUND

The applicants' property is 2.5 acres in size. City Code allows property 2.5 acres – 5 acres in size one detached accessory building up to 1,600 square feet in size in the E-1 or A zoning district. The applicant would like to construct one accessory building 2,016 square feet in size (36'x56'). The 2,016 square foot building would be constructed with vinyl siding, matching the house.

The applicants have stated that the additional size would be to store their own personal items, including a 30 foot trailer. The accessory building would be in compliance with setbacks, impervious surface, and exterior building materials. The closest home is about 250 feet away. The property is wooded; the accessory building would be visible from the street but not from the abutting homes.

SPECIFIC REQUEST

The following specific application is being requested:

- A.) A **Variance** to construct an accessory building 2,016 square feet in size whereas 1,600 square feet is allowed by code.

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

North, West, East, and South -

Single-family; zoned E-1, Estate Residential;
guided RDR, Rural Density Residential

EVALUATION OF REQUEST:

City Code Title 10, Chapter 3. **Variances**, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variances, City Code identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

1. *The variance request is in harmony with the general purpose and intent of the city code and consistent with the comprehensive plan.*

The City Council reviewed the accessory structure size requirements in 2006. Prior to 2006 all lots less than 5 acres were allowed a 1,000 square foot accessory building. The Council revised the ordinance, Section 10-15-18C states: *On lots 2.5 acres or more, but less than 5 acres in size which are located in an A or E-1 zoning district, detached accessory structures to single-family residential uses shall not exceed a gross floor area of 1,600 square feet.*

With this in mind, granting the variance may establish a precedence that is contrary to the intent of the City Code. In respect to the land use the property is in harmony with the intent of comprehensive plan as the lot is guided rural residential.

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

City Code allows for larger accessory buildings on lots 2.5 acres or greater in rural areas promoting rural uses on property. The applicant's property is right at the cut off to be allowed either a 1,000 square foot accessory building or a 1,600 square foot accessory building. Allowing a structure larger than 1,600 square feet could set a precedent for other rural lots in the City larger than 2.5 acres. The maximum accessory building size standards are not precluding the homeowner from reasonable use of the property.

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

The property is 2.5 acres in size. The applicants have an attached garage and are allowed a 1,600 square foot detached building. The request for a larger structure would be for the property owners own personal use. This variance may be considered a convenience to the applicant, not a practical difficulty.

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

Because the lots are wooded the accessory building would not be visible from the abutting homes. Allowing a structure larger than 1,600 square feet could set a precedent for other 2.5 acre lots in the area. The surrounding lots range from about 2.5 acres to 2.66 acres.

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

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

ALTERNATIVES

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

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

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

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

1. Denying the variance request does not preclude the applicant from reasonable use of the property.
2. Approval of the variance could set a precedent for other accessory building size variances.
3. Staff does not believe there are practical difficulties in complying with the official control as the lot is 2.5 acres in size and allowed a 1,600 square foot accessory building.

RECOMMENDATION

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

Staff believes the applicant did not identify practical difficulties to comply with the ordinance as a 1,600 square foot accessory building could be constructed on the property and the size standards are not precluding the homeowner from reasonable use of the property. For the reasons listed in alternative B staff is recommending denial of the proposed request.

Attachments: Exhibit A – Location/Zoning Map
Exhibit B – Applicant Narrative
Exhibit C – Site Plan
Exhibit D – Elevation Plan



Woog - Case No. 10-15V Variance

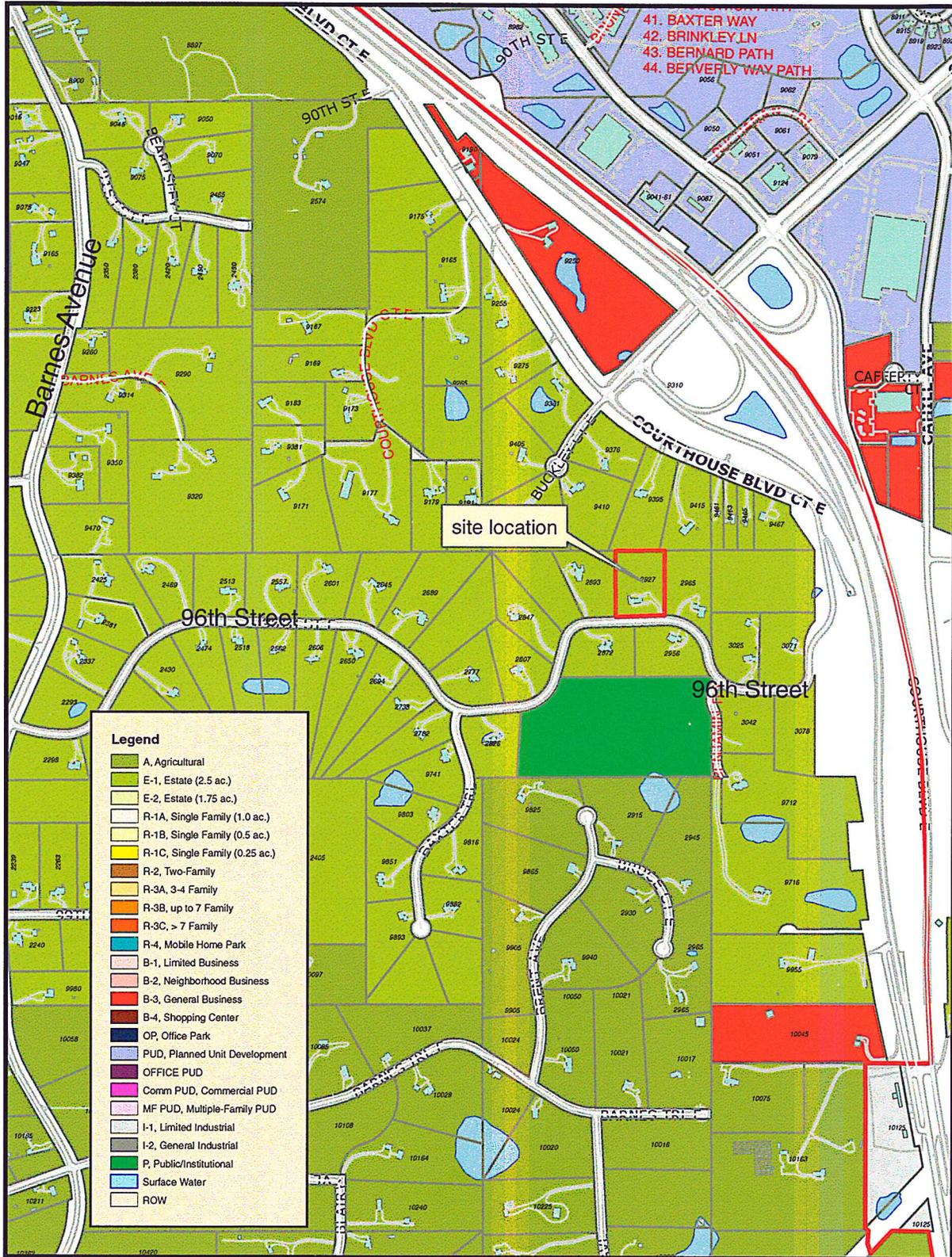


Exhibit A
Location and Zoning Map

May 7th 2012

Revised May 18, 2012

To: City of Inver Grove Heights

From: Steve and Colene Woog

RE: Variance Request @ 2927 96th St. E.

Inver Grove Heights, MN 55077

Dear, City of Inver Grove Heights Planning Departments and City Council.

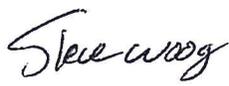
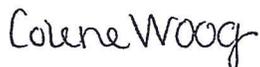
We are writing to request a variance for an auxiliary building on our property @ 2927 96th St. East, Inver Grove Heights, MN 55077.

We moved into our new home on 96th Street East in May of 2010. We have been planning the addition of a detached garage since we move in and are now ready to build. The City Ordinance allows for up to a 1600 sq. foot building at our location. We would like to build it up to 2016 sq. feet. We will meet all of the side yard as well as the front and rear setbacks required by the City Code. We have already completed a lot line survey. The garage will also meet the other building code requirements. The variance will be for the foundation size only. The structure will match the home with like kind and quality materials, frame construction, vinyl siding, asphalt shingles, etc...

There are many reasons for our request. We have a number of cars, ATV's, snowmobiles, trailers, personal lawn equipment, boats, our children's toys, etc. We were asked by the Site Review Committee to explain the reason for the larger structure. The reason for the wide structure is we would like to have a 10 foot and an 18 foot garage door for ease of maneuvering vehicles and trailers in and out. Also, the depth as we have a 30 plus foot enclosed trailer we would like to leave attached to the vehicle while parked. We would like to keep all of these items inside the garage for screening as well as protecting them from elements. This will also allow us to keep our property uncluttered, safer and just look better to our passing neighbors and other residents. The front of the proposed garage will be only partially visible from the road. (96th St. E) Our property has ample screening with many trees and the topography. Many of our neighbors support the project.

Please accept this letter as our official request for a Variance to build a detached garage at our residence.

Thank You,

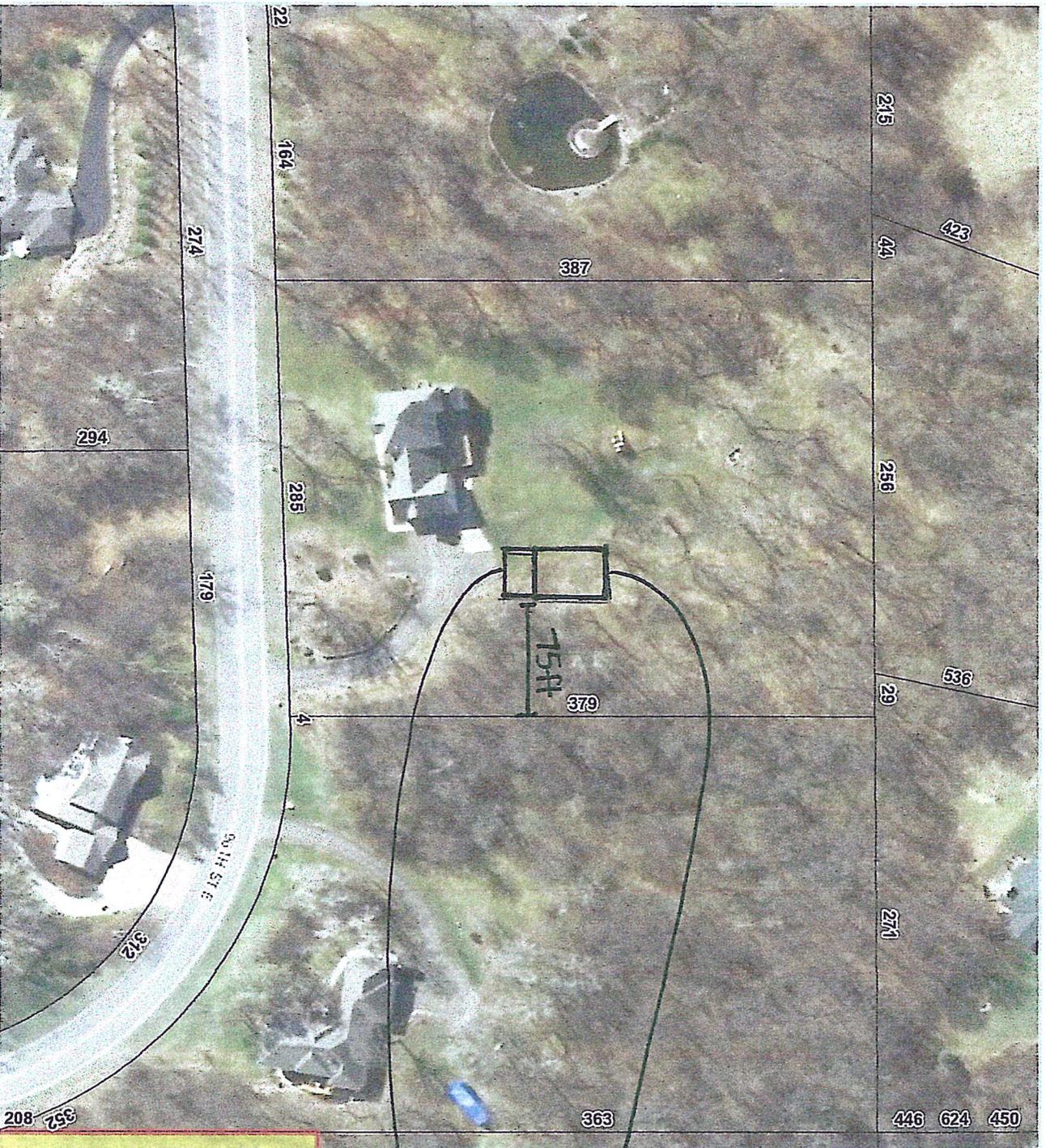
 

Steve and Colene Woog

B

Woog

C

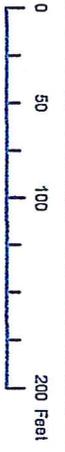


- Legend**
- Parcels
 - Tax Parcel
 - Dedicated Right of Way
 - Water
 - Multi-owner Parcel
 - Water in Tax Parcel
 - Right of Way Easement

proposed garage 36x56
concrete apron 36 x 20

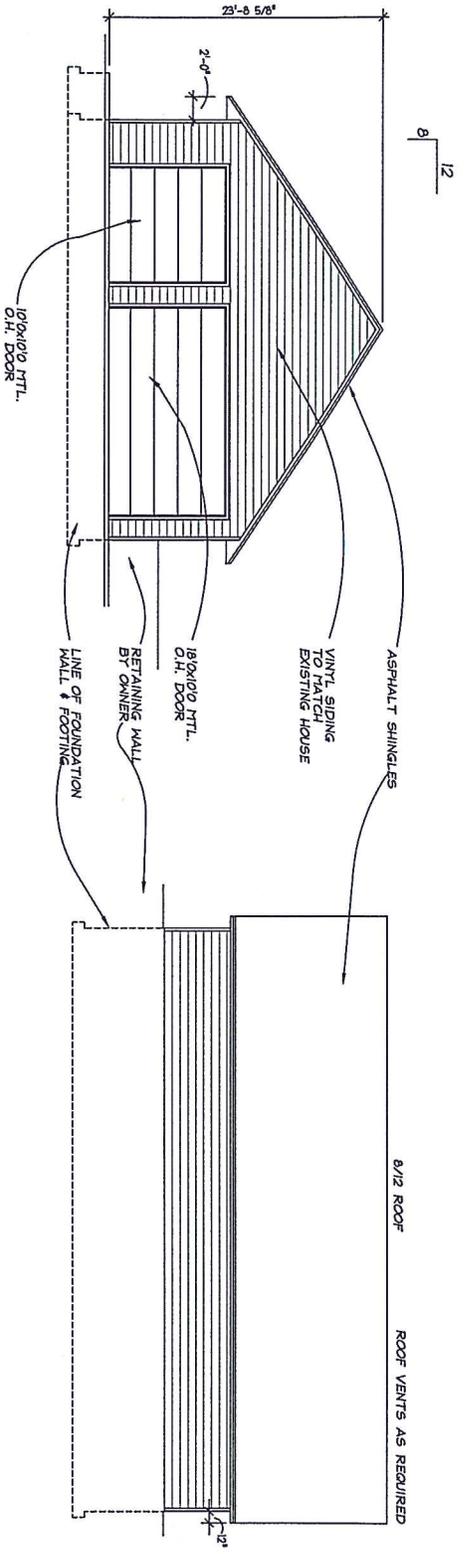
Disclaimer: This aerial picture data was believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Dakota County, MN



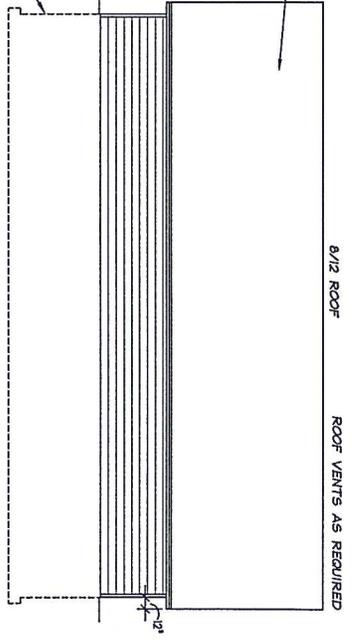
Monday, May 07, 2012





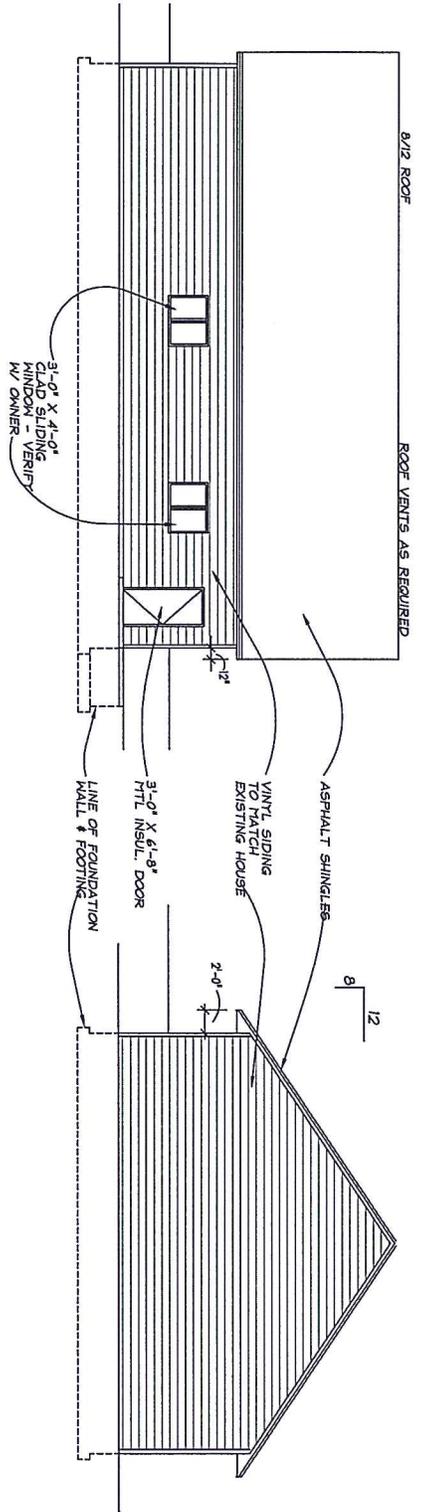
① SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



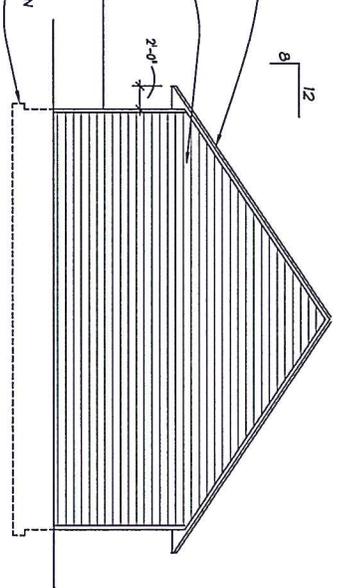
② EAST ELEVATION

SCALE: 1/8" = 1'-0"



③ WEST ELEVATION

SCALE: 1/8" = 1'-0"



④ NORTH ELEVATION

SCALE: 1/8" = 1'-0"

PLANS BY: **TODD GABRIEL**
 8755 RIVER HEIGHTS WAY
 INVER GROVE HEIGHTS, MN. 56078
 PH: (651) 457-9512



TODD GABRIEL ASSUMES NO RESPONSIBILITY FOR MATERIAL, STRUCTURAL OR DIMENSIONAL ERRORS OR OMISSIONS. THE CONTRACTOR AND/OR OWNER MUST VERIFY AND CHECK ALL NOTES, DETAILS, ELEVATIONS, SECTIONS, FLOOR PLANS AND NOTIFY TODD GABRIEL OF ANY ERRORS OR OMISSIONS FOR CORRECTION PRIOR TO THE START OF CONSTRUCTION. NO WARRANTY EXPRESSED OR IMPLIED, INCLUDING COMPLIANCE OF THIS PLAN WITH ALL LOCAL CODES AND ORDINANCES.

WOOG GARAGE
 98TH STREET EAST
 INVER GROVE HEIGHTS, MN.

REV	DATE	DESCRIPTION

TITLE
EXTERIOR ELEVATIONS

DATE: 2/02
 PROJECT NAME: WOOG
 DRAWN BY: MOOG
 CHECKED BY: MOOG
 ELEV. 3 OF 4

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

INVER GROVE HEIGHTS 2001 LLC (CUB FOODS). – Case No. 12-16PDA

Meeting Date: June 25, 2012
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

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

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to an **Amendment** to the Cahill Plaza Planned Unit Development to add a drive-through land and canopy for the Cub Foods pharmacy and add additional signage for property located at 7850 Cahill Avenue

- Requires 3/5th's vote.
- 60-day deadline: JULY 6, 2012 (first 60-days)

SUMMARY

The applicant is proposing to add a drive-through lane on the north side of the Cub Foods building for their pharmacy. Parking on the north side would be reconfigured to make room for the drive-through lane. There will also be some signage changes made to update the pharmacy signage providing some directional arrows.

ANALYSIS

The drive-through construction would result in a loss of 5 parking spaces, but overall parking for the entire center should still be adequate. The existing Cub Foods sign on the north side of the building would be replaced with new signage on the canopy. The pharmacy signage on the west side of the building would be replaced with new signage containing an arrow to help guide traffic. All standards of the PUD have been met and no other issues have arisen.

RECOMMENDATION

Planning Staff: Recommends approval of the request as presented.

Planning Commission: Planning Commission recommends approval of the application as presented (8-0).

Attachments: PUD Amendment Resolution
 Planning Commission Recommendation
 Planning Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING AN AMENDMENT TO THE CAHILL PLAZA (SIMLEY LAKE
2ND ADDITION) PLANNED UNIT DEVELOPMENT**

CASE NO. 12-16PDA

WHEREAS, a final plat, final development plans and development contract for the Cahill Plaza (Simley Lake 2nd Addition) planned unit development were approved by the City Council on February 13, 1995 for property legally described as follows:

Lots 1, 2, 3, Block 1, Simley Lake 2nd Addition, Dakota County, Minnesota, according to the recorded plat thereof

WHEREAS, the PUD was amended on June 12, 1995, Resolution #6340 for a 6,545 square foot addition to the supermarket building;

WHEREAS, the PUD was amended again on March 11, 1996, Resolution #6525 for the development of the McDonalds restaurant on Lot 3;

WHEREAS, the PUD was amended again on October 22, 2001, Resolution #01-148 for the expansion of the loading dock area for the grocery store building;

WHEREAS, the PUD was amended again on December 10, 2001, Resolution #01-177 for a 2,605 square foot addition to the strip retail building;

WHEREAS, an application has been received for a PUD Amendment to add a pharmacy canopy and drive-through lane on the Cub Foods building;

WHEREAS, the aforescribed property is zoned B-2/PUD, Neighborhood Business Planned Unit Development;

WHEREAS, in accordance with Minnesota Statutes, Section 462.357, Subdivision 3, a public hearing concerning the proposed PUD Amendment was held before the Inver Grove Heights Planning Commission on June 5, 2012;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the PUD Amendment for the Cahill Plaza Planned Unit Development to add a canopy and drive-through lane on the Cub Foods building is hereby approved, subject to the following conditions:

1. The building addition and signage plan shall be in substantial conformance with the following plans except as may be modified by the conditions herein:

Site Plan	dated 5/22/12
Signage Plan	dated 3/26/12

2. Prior to issuance of building permits, a grading plan showing grades, sediment and erosion control, and inlet protection shall be approved by the City Engineer. The project's impact to the nearby inlet basin will need to be verified.

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

Adopted by the City Council of Inver Grove Heights on this 25th day of June, 2012.

Ayes:

Nays:

ATTEST:

George Tourville, Mayor

Melissa Kennedy, Deputy Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: June 5, 2012
SUBJECT: **INVER GROVE HEIGHTS 2001 LLC (CUB FOODS) – CASE NO. 12-16PDA**

Reading of Notice

Commissioner Hark read the public hearing notice to consider the request for a Planned Unit Development Amendment to amend the site plan, elevation, and sign plan to add a drive-up window for the pharmacy along the north side of the Cub Foods building, for the property located at 7850 Cahill Avenue. 49 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that Cub Foods is proposing to add a drive-through window with a canopy on the north side of their building. The existing parking area would be reconfigured to allow the drive through lane to be alongside the building and the row of parking would be relocated outward on the edge of the lane. There are also some signage changes proposed to update the pharmacy signage and provide some directional arrows. Because this PUD was approved with a specific site plan and signage plan, any changes to that require a PUD amendment. Staff recommends approval of the request.

Chair Bartholomew asked if the proposed change would raise any issues since it is in the Shoreland Overlay District.

Mr. Hunting replied it would not have any impact since no additional impervious surface is being added.

Opening of Public Hearing

The applicant, Ann Thies, Supervalu, advised she was available to answer any questions.

Chair Bartholomew asked if the applicant was agreeable with the conditions listed in the report.

Ms. Thies replied in the affirmative.

Commissioner Hark asked for clarification of a statement in the report that the applicants would comply with the Board of Pharmacy requirements in regards to the intercom system, and questioned whether there would be any potential noise concerns for the neighbors.

Rachael Wentworth, Cub Pharmacy, replied that pharmacy staff would comply with the HIPA patient privacy guidelines by having quiet conversations between patients and pharmacy staff. She advised she did not anticipate any noise concerns for neighboring property owners.

Planning Commission Discussion

Chair Bartholomew stated he supported the request.

Recommendation to City Council

June 5, 2012

Page 2

Planning Commission Recommendation

Motion by Commissioner Gooch, second by Commissioner Wippermann, to approve the request for the Planned Unit Development Amendment to amend the site plan, elevation, and sign plan to add a drive-up window for the pharmacy along the north side of the Cub Foods building, for the property located at 7850 Cahill Avenue, with the two conditions listed in the report.

Motion carried (8/0). This item goes to the City Council on June 25, 2012.

P L A N N I N G R E P O R T
C I T Y O F I N V E R G R O V E H E I G H T S

REPORT DATE: May 25, 2012

CASE NO: 12-16PDA

APPLICANT: Inver Grove Heights 2001 LLC (Cub Foods)

PROPERTY OWNER: SCP PE Cahill, LLC

REQUEST: PUD Amendment

HEARING DATE: June 5, 2012

LOCATION: 7850 Cahill Avenue

COMPREHENSIVE PLAN: Community Commercial

ZONING: B-2/PUD

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The applicant is proposing to add a drive through lane for the pharmacy in Cub Foods. The drive through lane would be located on the north side of the building and would utilize part of the existing parking lot on the north side. The parking area would be reconfigured to allow the drive through lane to be alongside the building and the row of parking would be relocated outward on the edge of the lane. There is also some signage changes proposed to update the pharmacy signage and provide some directional arrows.

The property is zoned B-2/PUD and was approved with a specific site plan and signage plan. Any changes require an amendment to the original PUD.

EVALUATION OF THE REQUEST

The following land uses, zoning districts and comprehensive plan designations surround the subject property:

North Multiple family residential; zoned R-3B; guided MDR

East Multiple family residential; zoned R-3B; guided MDR

West Commercial; zoned B-3; guided CC

South Simley Lake; zoned P; guided Public/Open Space

PLANNED UNIT AMENDMENT REVIEW

Parking/Drive-through. The proposed drive-through lane would reorient existing parking along the north side of Cub Foods. This parking area is used primarily by customers of the strip retail shop building on the north side of the site. There are currently 15 parking stalls along the building. The parking area would be moved out away from the building to make room for the drive-up lane. Parking would be reduced to 10 spaces after the redesign. Overall parking for the center would be short 11 including the proposed 5 space reduction, based on standard parking requirements. Since this is a PUD, variances are not required. Based on day to day parking demand for the site, the reduction of 5 spaces would not have a negative impact.

The traffic pattern proposed is set up to have the cars turn into the parking area heading east, then turn into the drive-up (heading west) from the parking lot. The applicant has provided turning radius sketch information showing a car and trailer making the turning movement through the drive-through and out of the area. This illustrates that the location and design is adequate for the turning movements required

The parking lot on the north side would still comply with minimum aisle widths and parking stall size since this area was wider than normal to begin with. The cars would exit the drive-up and enter the main access lane at the north end of the store. Staff does not expect this additional entry point to cause any conflicts as it is away from the main store doors and where pedestrian and vehicle traffic is the heaviest.

Signage. Applicant is proposing to update signage by removing the existing Cub Foods Pharmacy sign on the west side of the building, which is 264 square feet in size, with an updated pharmacy sign with directional arrow that would be 207 square feet in size. The existing Cub Foods sign on the north side of the building (115 sq ft) would be removed and replaced with new Cub Foods Pharmacy sign that would be 120 square feet in size. The overall signage square footage on the building would be less after the changes. Staff has no concerns with the proposed signage.

Canopy. A new canopy would be constructed to cover the drive-up window. Over all dimensions would be 18 feet tall, by 30 feet long and would protrude from the building approximately 6 feet.

Engineering. The Engineering Division is requesting that the applicant provide a grading plan showing grades, sediment and erosion control, and inlet protection. The project's impact to the nearby inlet basin will need to be verified.

ALTERNATIVES

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

- A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be taken:
- o Approval of an Amendment to the Cahill Plaza Planned Unit Development to add a drive-through lane and canopy for the Cub Foods pharmacy and add additional signage subject to the following conditions:
 - 1. The site shall be developed in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Site Plan	dated 5/22/12
Signage Plan	dated 3/26/12
 - 2. Prior to issuance of building permits, a grading plan showing grades, sediment and erosion control, and inlet protection shall be approved by the Director of Public Works. The project's impact to the nearby inlet basin will need to be verified.
- B. **Denial.** If the Planning Commission does not favor the proposed application the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

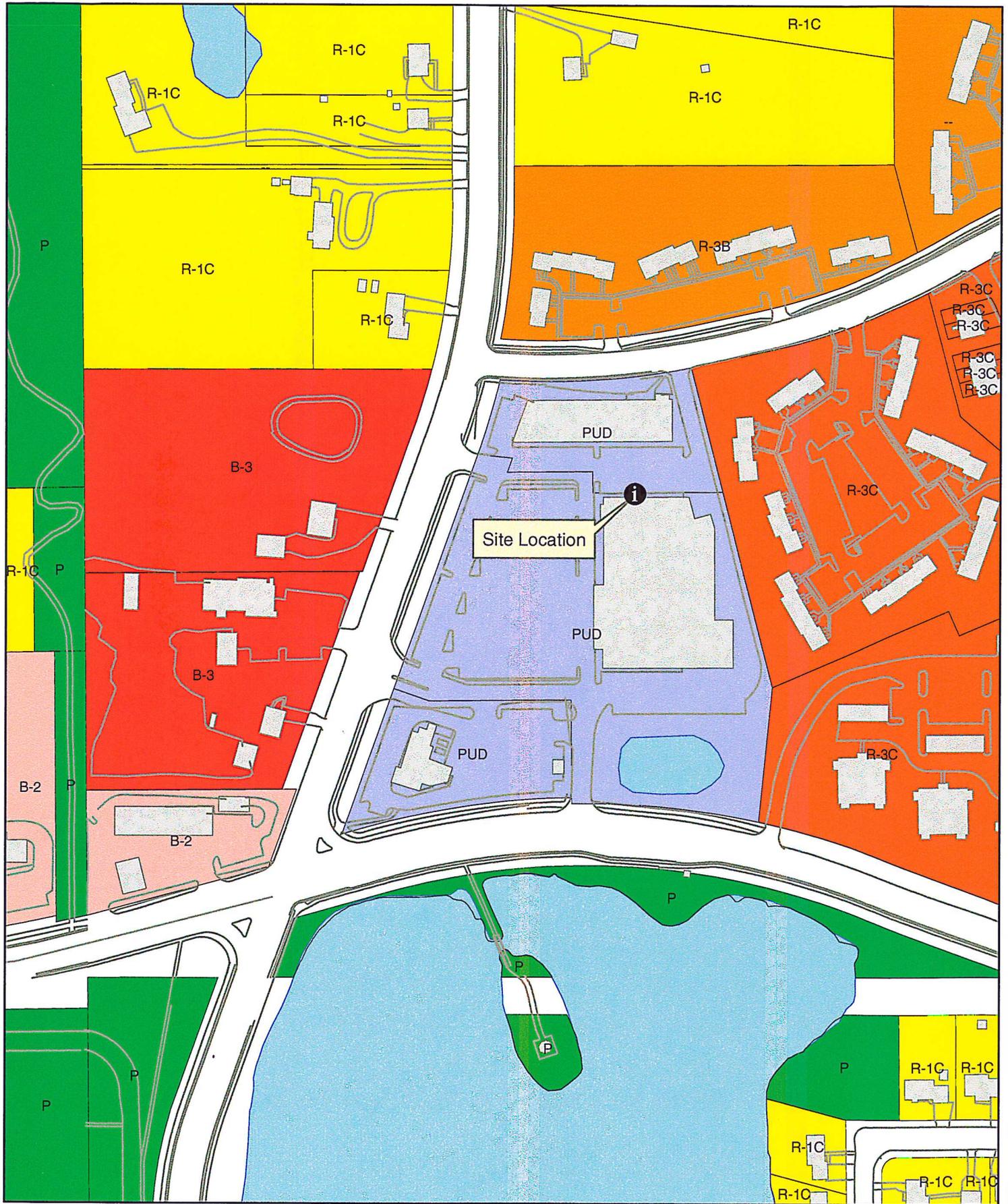
Staff recommends approval of the request as presented.

Attachments: Location Map
Applicant Narrative
Site Plan
Signage Plan
Existing Site Plan



Location Map

Case No. 12-16PDA



NARRATIVE

LAND USE APPLICATION TO CITY OF INVER GROVE HEIGHTS FOR PLANNED UNIT DEVELOPMENT AMENDMENT

Inver Grove Heights 2001 L.L.C., c/o SUPERVALU INC (SUPERVALU) is applying for a Planned Unit Development Amendment to allow a Drive-Up Window for the pharmacy business in its Cub Foods store at 7850 Cahill Road, Inver Grove Heights, Minnesota.

If the application is approved, SUPERVALU will construct a drive-up pharmacy window on the north side of its Cub Foods store. This location is connected to the in-store pharmacy department. SUPERVALU has analyzed the amount of stacking expected to be generated by this addition, and has concluded that: (1) The proposed drive-up lane is adequate; (2) the magnitude of additional traffic is small in comparison to the existing traffic on site; and (3) on-site circulation patterns can be developed to ensure safety and convenient traffic flow. Additionally, as you will note on the attached concept site plan, that stop signs and “Do Not Enter” sign have been added at the exit of the drive-up lane.

The existing parking stalls total 300 stalls. SUPERVALU has designed the drive-up lane so that only 4 parking stalls have been eliminated to allow for the drive-up window lane. The remaining 296 parking stalls are only fractionally different than what presently exists, going from 4.4 to 4.3 CMA. C [cars] M [Roman numeral for 1,000] A [area of building] which means the number of cars per 1,000 square feet of building area. Those who may park in the 4 removed stalls would have the option of parking in the larger Cub parking lot. The parties to the shared parking agreement related to this shopping center have consented to this site plan.

SUPERVALU will typically staff the drive-up window from 9AM to 9PM Monday through Friday and from 9AM to 6PM Saturday and Sunday. While there will be an intercom system, which is of a privacy nature to comply with the Board of Pharmacy requirements. The drive-up window is 4'x 8'.

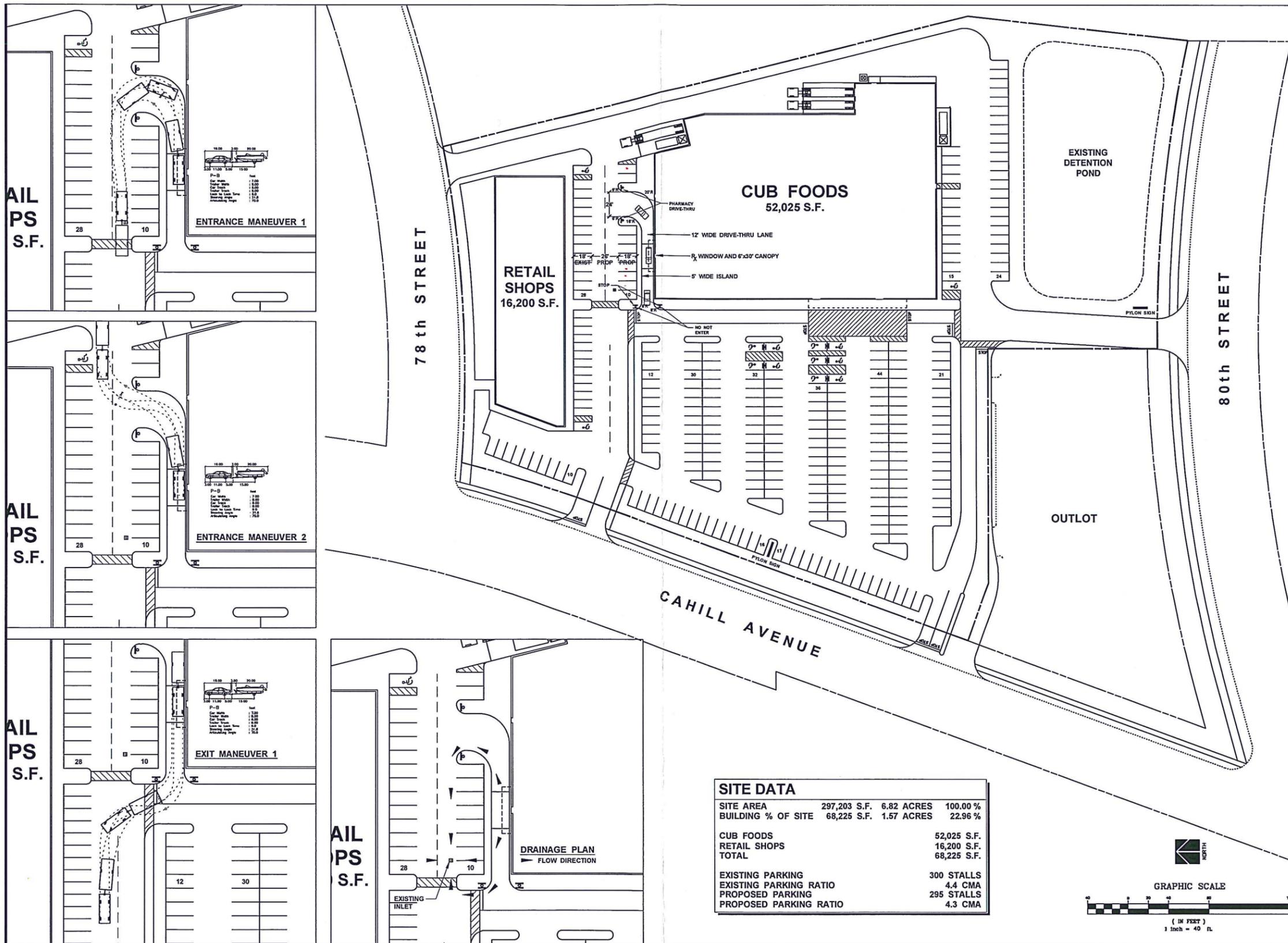
SUPERVALU will provide lighting consistent with the City guidelines. The only lighting added for the drive-up window will be 3-4 recessed flat lenses under the overhanging canopy that shine downward.

SUPERVALU will be placing signage on the drive-up canopy. Current signage is as follows: a) Cub Foods [414.23 square feet]; b) 24 hour savings [111 square feet]; c) TCF Bank [26 square feet]; d) Cub Pharmacy [264 square feet], all of which totals 815.23 square feet. The signage package attached depicts: (1) the proposed signage on the north elevation on the new drive-up canopy, which totals 220.43 square feet; and (2) the proposed changes to the existing pharmacy signage on the west elevation, where Option B would be the preference. Option B is smaller, substitute signage, for what presently exists.

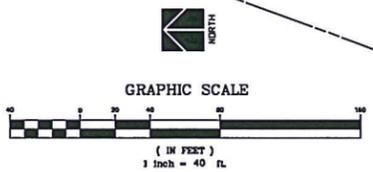
SUPERVALU is seeking to provide this drive-up window as a convenience for its customers and the community. Drive-Up windows are increasingly common as an added benefit to its customers, who are continually expecting more conveniences for their needs. At this location, SUPERVALU also provides a TCF Bank facility. This drive-up service allows customers an additional option.

Attachments:

1. Concept Site Plan, which includes drainage plan and turning maneuvers.
2. Existing Conditions
3. Site Aerial Photo
4. North Elevation Photo
5. Example Proposed Drive-Up Window
6. New canopy dimensions
7. Existing signage photos with dimensions
8. Signage Package-2 pages



SITE DATA			
SITE AREA	297,203 S.F.	6.82 ACRES	100.00 %
BUILDING % OF SITE	68,225 S.F.	1.57 ACRES	22.96 %
CUB FOODS		52,025 S.F.	
RETAIL SHOPS		16,200 S.F.	
TOTAL		68,225 S.F.	
EXISTING PARKING		300 STALLS	
EXISTING PARKING RATIO		4.4 CMA	
PROPOSED PARKING		295 STALLS	
PROPOSED PARKING RATIO		4.3 CMA	



REV. NUMBER: DESCRIPTION: DATE: BY:

CERTIFICATION: **ERIC J. STONE**
PAVING

PLANMARK
ARCHITECTURE & ENGINEERING
7025 Flying Cloud Drive
Eden Prairie, MN 55347
Phone: (952) 944-8800
Fax: (952) 944-8800
www.planmarkinc.com

Stone Design Services
SUPERVALU

DRAWN: BH CHECKED: BH DATE: 08.22.12 SCALE: 1"=40'

CUB FOODS
CAHILL AVE. & 80th ST.
INVER GROVE HEIGHTS, MN.

STORE NUMBER: **NORTHERN**
PROJECT NUMBER: **1689-02**
SHEET TITLE: **CONCEPT SITE PLAN**
SHEET NUMBER: **CSP-1**

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A.

3' 10" H "CUB"
 3' H "PHARMACY"
 1' 8" H "DRIVE-THRU"

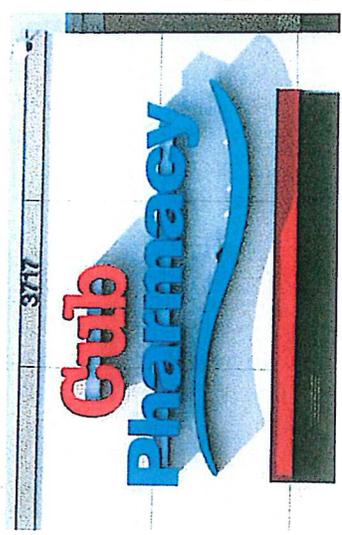
OVERALL: 10' X 22' 5"
 TOTAL SQUARE FOOTAGE: 224.17 SQUARE FEET



B.

3' 10" H "CUB"
 2' 7" H "PHARMACY"
 1' 5" H "DRIVE-THRU"

OVERALL: 10' 8" X 19' 5"
 TOTAL SQUARE FOOTAGE: 207.11 SQUARE FEET



3' 10" H "CUB"
 3' H "PHARMACY"
 10" THICK SWOOSH

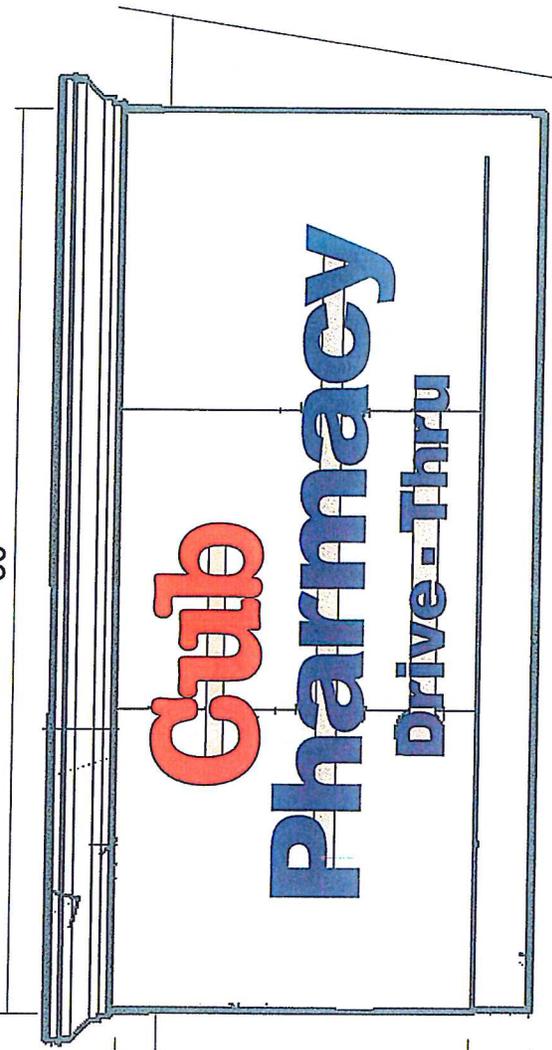
OVERALL: 11' X 24'
 TOTAL SQUARE FOOTAGE: 264

EXISTING VIEW

CLIENT CUB FOODS	PROJECT	DATE 3/26/12	ACCOUNT REP JD	DESIGNER GK	FILE G5018 A
<p>This is an original, unaltered drawing, created by ELLETTNEON & SERVICE, INC. for your personal use. In connection with this project, Ellette Neon & Service, Inc. has provided you with this drawing. It is not to be reproduced, altered, or used in any way without the written consent of Ellette Neon & Service, Inc. All other rights reserved. Ellette Neon & Service, Inc. is not responsible for any errors or omissions in this drawing.</p>					
NO SCALE			PH 1-330-628-9907 FX 1-330-628-8347		
APPROVED			TOLL FREE 1-888-652-8607 WWW.ELLENEON.COM		
<p>INSTALLER ONLY: I HAVE READ & UNDERSTAND THE DETAILS & SCOPE OF WORK THIS PROJECT CONTAINS:</p>					
INSTALLER			DATE		
SALES AGENT			DATE		
<p>FOR ARTISTIC PRESENTATION ONLY. TO BE RELEASED INTO PRODUCTION & INSTALLATION, DRAWING MUST BE APPROVED:</p>					

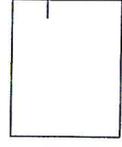
ELLETTNEON & SERVICE, INC.
Signs
Established 1948
 3041 E WATERLOO RD
 AKRON OH 44312

30'



11' 8"

Cub
Pharmacy
Drive-Thru



PHARMACY DRIVE THRU
 TRANSACTION WINDOW

GRADE

CLOSE UP VIEW OF PROPOSED ELEVATION PHARMACY DRIVE THRU CANOPY

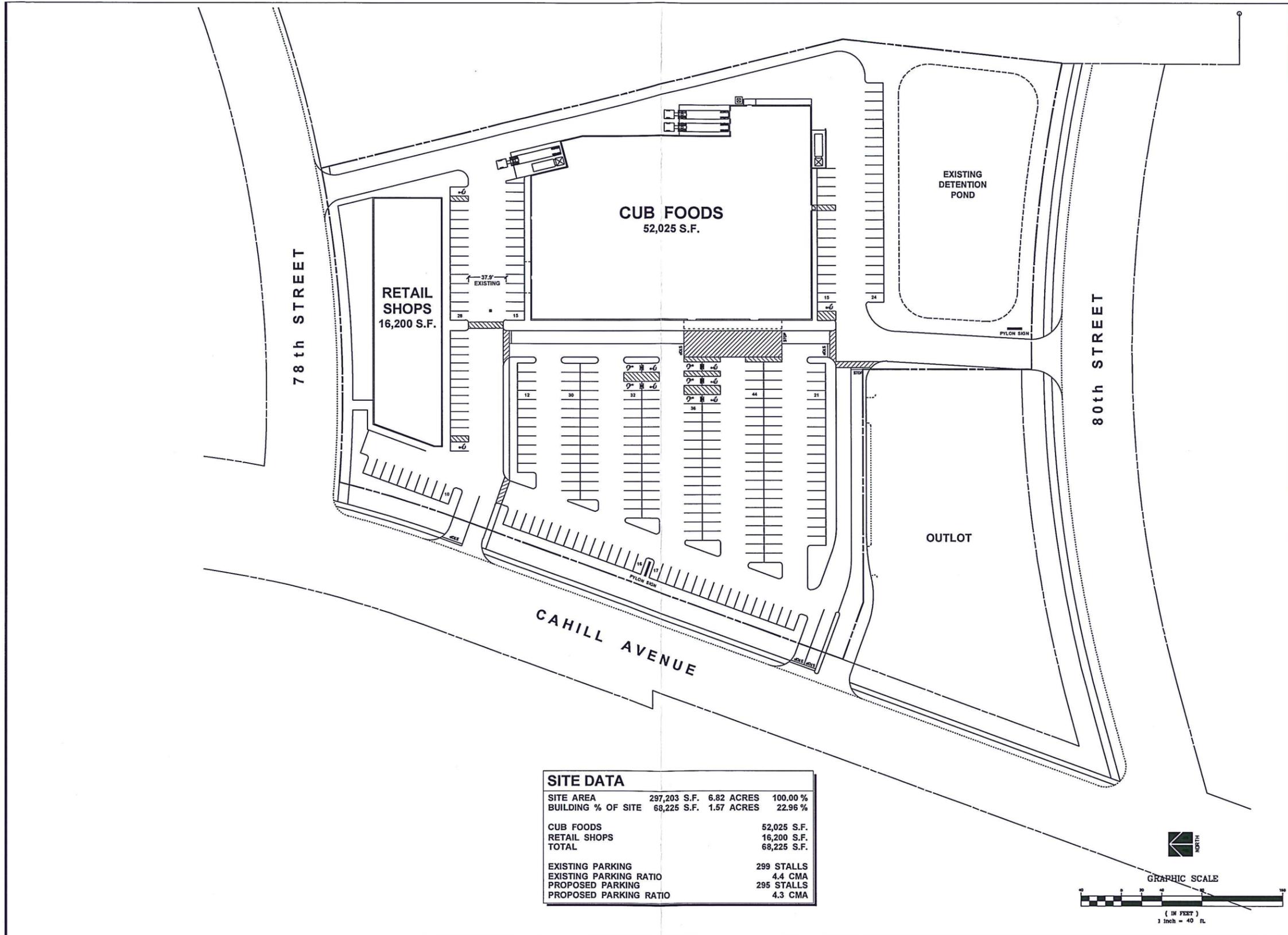
3' 8" H "CUB"
 3' H "PHARMACY"
 1' 7" H "DRIVE-THRU"

OVERALL: 9' 10" X 22' 5" (220.43 SQUARE FEET)

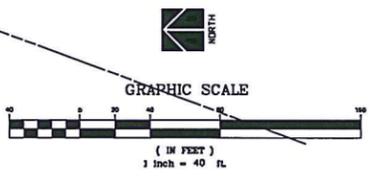
CLIENT CUB FOODS <small>This is an original, unpublished drawing, created by ELLET SALES & SERVICE, INC. It is submitted for your personal use. ELLET SALES & SERVICE, INC. requires the return of this drawing to the originator. It is not to be used, reproduced, copied, or modified in any way. All rights reserved. (Trademark) remain the property of ELLET SALES & SERVICE, INC.</small>	PROJECT NO SCALE APPROVED	DATE 3/26/12 ACCOUNT REP. JD	DESIGNER GK PH 1-330-628-9907 FX 1-330-628-8347 TOLL FREE 1-888-652-8607 www.elletneon.com	FILE G5018 B
ELLET NEON & PLASTIC <i>Signs</i> Established 1948 3041 E WATERLOO RD AKRON OH 44312				
INSTALLER _____ DATE _____ SALES AGENT _____ DATE _____				
INSTALLER ONLY: I HAVE READ & UNDERSTAND THE DETAILS & SCOPE OF WORK THIS PROJECT CONTAINS: FOR ARTISTIC PRESENTATION ONLY. TO BE RELEASED INTO PRODUCTION & INSTALLATION, DRAWING MUST BE APPROVED:				

EXAMPLE:
Proposed Drive-Up Window
-Maplewood East location





SITE DATA			
SITE AREA	297,203 S.F.	6.82 ACRES	100.00 %
BUILDING % OF SITE	68,225 S.F.	1.57 ACRES	22.96 %
CUB FOODS		52,025 S.F.	
RETAIL SHOPS		16,200 S.F.	
TOTAL		68,225 S.F.	
EXISTING PARKING		299 STALLS	
EXISTING PARKING RATIO		4.4 CMA	
PROPOSED PARKING		295 STALLS	
PROPOSED PARKING RATIO		4.3 CMA	



BY: _____ DATE: _____
 REV. NUMBER: _____ DESCRIPTION: _____
 CONTINUATION: _____

PLANIMARK
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 Eden Prairie, MN 55344
 Fax: (953) 914-5800
 www.planmarkengineering.com

SUPERVALU
 Stone Design Services

DRAWN: BH
 CHECKED: BH
 DATE: 08.22.12
 SCALE: 1"=40'

CUB FOODS
 CAHILL AVE. & 80th ST.
 INVER GROVE HEIGHTS, MN.

STORE NUMBER
NORTHERN

PROJECT NUMBER
1689-02

SHEET TITLE
EXISTING CONDITIONS

SHEET NUMBER
CSP-0

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