



**INVER GROVE HEIGHTS CITY COUNCIL AGENDA**  
**MONDAY, FEBRUARY 23, 2009**  
**8150 BARBARA AVENUE**  
**7:30 P.M.**

1. CALL TO ORDER
2. ROLL CALL
3. PRESENTATIONS:
4. CONSENT AGENDA – All items on the Consent Agenda are considered routine and have been made available to the City Council at least two days prior to the meeting; the items will be enacted in one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from this Agenda and considered in normal sequence.
  - A. Minutes – February 9, 2009 Regular Council Meeting \_\_\_\_\_
  - B. Resolution Approving Disbursements for Period Ending February 18, 2009 \_\_\_\_\_
  - C. Pay Voucher No. 8 for City Project No. 2003–15, Northwest Area Trunk Utility Imp. \_\_\_\_\_
  - D. Change Order No. 1 & Pay Voucher No. 3 for City Project No. 2008–10, Ravine Ponds Improvement \_\_\_\_\_
  - E. Approve Change Order with Emmons & Olivier Resources Inc. \_\_\_\_\_
  - F. Pay Voucher #1 & Change Order #1 for Heritage Village Park Contract with Carl Bolander and Sons \_\_\_\_\_
  - G. Approve 2009–10 Ice Rates for the VMCC \_\_\_\_\_
  - H. Approve 2009 Tree Replacement Fund Expenditures \_\_\_\_\_
  - I. Approve Interest Charge for Past Due Accounts for Parks and Recreation\VMCC \_\_\_\_\_
  - J. Approve Soil Borings & Funding Source for Property Located in the SW Corner of Hwy 52 and 80<sup>th</sup> \_\_\_\_\_
  - K. Consider Approval of Infrared Survey of the VMCC/Grove \_\_\_\_\_
  - L. Resolution Approving Individual Project Order No. 5C with Kimley–Horn and Associates, Inc. for City Project No. 2007–17, Clark Road Improvements \_\_\_\_\_
  - M. Resolution Approving Individual Project Order No. 11A with Kimley–Horn and Associates, Inc. for City Project No. 2008–11 – Southern Sanitary Sewer, Eastern Segment \_\_\_\_\_
  - N. Resolution Approving Work Order No. 8 with Barr Engineering Company & Authorizing the City Attorney to begin Easement Acquisition for City Project No. 2009–09D, South Grove Street Reconstruction Area 4 \_\_\_\_\_
  - O. Personnel Actions \_\_\_\_\_

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

6. **PUBLIC HEARINGS:**

7. **REGULAR AGENDA:**

**ADMINISTRATION:**

A. **CITY OF INVER GROVE HEIGHTS;** Consider Resolution Approving Project Labor Agreement for the City of Inver Grove Heights Public Safety Addition and City Hall Renovation \_\_\_\_\_

B. **CITY OF INVER GROVE HEIGHTS;** Approve Plans and Specification, Approve Contract Documents and Authorize Advertisement of Bids for Public Safety Addition/City Hall Renovation \_\_\_\_\_

**COMMUNITY DEVELOPMENT:**

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

i) A Resolution relating to a **Major Site Plan Review** for the Public Safety Expansion/City Hall Renovation Project. \_\_\_\_\_

ii) Resolution relating to **Vacation** of portion of Barbara Ave. right-of-way \_\_\_\_\_

D. **CITY OF INVER GROVE HEIGHTS;** Consider Resolution Approving Acquisition of Property Located at 6535 Doffing Ave. \_\_\_\_\_

**FINANCE:**

E. **CITY OF INVER GROVE HEIGHTS;** Approve Carryover of Unused Budget Appropriations and Approve Transfers \_\_\_\_\_

**PUBLIC WORKS:**

F. **CITY OF INVER GROVE HEIGHTS;** Consider Resolution Receiving the Third Amendment to the Feasibility Study & Scheduling a Public Hearing for City Project No. 2008-11 (Southern Sanitary Sewer, East Segment) and Resolution Ordering City Project No. 2008-08 (T.H. 52 East Frontage Road)

G. **CITY OF INVER GROVE HEIGHTS;** Consider Approval of Cooperative Construction Agreement No. 93748-R between Mn/DOT and the City of Inver Grove Heights for the T.H. 52 East Frontage Road Water Main and Sanitary Sewer Improvements (State Project No. 1907-68 (T.H.52=053), City Project Nos. 2008-08 \_\_\_\_\_

**PARKS AND RECREATION:**

H. **CITY OF INVER GROVE HEIGHTS;** Consider Alignment for Southern Section of the Mississippi River Regional Trail \_\_\_\_\_

**ADMINISTRATION:**

- I. **CITY OF INVER GROVE HEIGHTS;** Consider 2009 Seasonal/Temporary Employee Compensation Plan \_\_\_\_\_
- J. **CITY OF INVER GROVE HEIGHTS;** Consider 2<sup>nd</sup> Reading of Ordinance Amending City Code Section 320.03 relating to Disposal of Unclaimed Property \_\_\_\_\_
- K. **CITY OF INVER GROVE HEIGHTS;** Appoint Representatives to & Approve High Performance Partnership Group Memorandum of Understanding with Dakota Cty. \_\_\_\_\_

**8. MAYOR AND COUNCIL COMMENTS**

**9. ADJOURN**

**INVER GROVE HEIGHTS CITY COUNCIL MEETING  
MONDAY, FEBRUARY 9, 2009 - 8150 BARBARA AVENUE**

**CALL TO ORDER/ROLL CALL** The City Council of Inver Grove Heights met in regular session on Monday, February 9, 2009, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:30 p.m. Present were Council members Grannis, Klein, Madden, and Piekarski Krech; City Administrator Lynch, City Attorney Kuntz, Public Works Director Thureen, Community Development Director Link, Parks & Recreation Director Carlson, and Deputy Clerk Rheame.

**3. PRESENTATIONS:**

**A.** 34th Red Bull Infantry Division Proclamation

Mayor Tourville read **Resolution 09-23** declaring the week of February 8<sup>th</sup> as 34<sup>th</sup> Red Bull Infantry Division week. He explained that there would be a send-off for the soldiers on Thursday, February 12<sup>th</sup> at the National Guard Armory at 7 am.

**4. CONSENT AGENDA:**

Council member Klein pulled items 4A, First Half (Items 1-6A) of Minutes of January 26, 2009 Regular Council Meeting, and 4E, Consider a Resolution relating to adopting the Dakota County Uniform Street Naming and Addressing System Procedural Manual, from the Consent Agenda

Council member Grannis pulled items 4C, Accept Donation to Inver Grove Heights Fire Department, and 4D, Accept Donation to Inver Grove Heights Police Department, from the Consent Agenda

**A.** Items 7A – 10 from the Minutes of January 26, 2009 Regular Council Meeting

**B.** **Resolution 09-17** Approving Disbursements for Period Ending February 4, 2009

**F.** **Resolution 09-19** Calling for Hearing on Proposed Assessments and **Resolution 09-20** Declaring Costs to be Assessed & Ordering Preparation of Proposed Assessments for the 2007 Pavement Management Program, City Project No. 2007-09E, 46<sup>th</sup> Street East Bituminous Removal and Replacement

**G.** Schedule Special Meeting

**H.** Approve Renewal of 3.2 On-Sale Liquor License for Arbor Pointe Golf Club

**I.** Approve Applications for Exempt Charitable Gambling Permits & Temporary 3.2% Malt Liquor License – St. Patrick's Church

**J.** Personnel Actions

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

**Ayes: 5**

**Nays: 0**      **Motion carried.**

**A.** Items 1-6A from the Minutes of the January 26, 2009 Regular Council Meeting

Councilmember Klein explained that he would abstain from the vote because he was absent during this portion of the meeting.

**Motion by Piekarski Krech, second by Grannis to approve the First Half (Items 1-6A) of the Minutes of the January 26, 2009 Regular Council Meeting**

**Ayes: 4**

**Nays: 0**

**Abstain: 1 (Klein)**      **Motion carried.**

**C.** Accept Donation to Inver Grove Heights Fire Department

**D. Accept Donation to Inver Grove Heights Police Department**

Councilmember Grannis explained that he wanted to recognize Walmart for their \$1,000 donations to the Inver Grove Heights Fire and Police Departments.

**Motion by Klein, second by Grannis, to approve items 4C, Accepting Donation to the Inver Grove Heights Fire Department, and 4D, Accepting Donation to the Inver Grove Heights Police Department**

**Ayes: 5**

**Nays: 0 Motion carried.**

**E. Consider a Resolution relating to adopting the Dakota County Uniform Street Naming and Addressing System Procedural Manual**

Councilmember Klein questioned who would be responsible for determining the names of streets within subdivisions.

Mr. Link explained that the planners would undertake that task at the time of subdivision.

Mr. Lynch clarified that the City would not be deviating from the established procedural manual and noted that staff is asking the Council to formally adopt it. He added that the developer would propose street names within a development and the City Council would have the final approval of those names.

**Motion by Klein, second by Grannis, to approve Resolution No. 09-18 adopting the Dakota County Uniform Street Naming and Addressing System Procedural Manual**

**Ayes: 5**

**Nays: 0 Motion carried.**

**5. PUBLIC COMMENT:**

Loren Scherff, 1320 105<sup>th</sup> Street East, asked for clarification regarding language in the Comprehensive Plan as he was under the impression that the future expansion of Rich Valley Park had been removed from the plan by the Council.

Mr. Link explained that the Council directed that in the implementation section of the Comprehensive Plan language be added to reflect that at some point in the future the City would discuss the expansion of Rich Valley Park. He clarified that this is not reflected on any map and noted that the park designation was removed from Mr. Scherff's property. He noted that the Comprehensive Plan had not been submitted to Met Council and was in the process of being reviewed by surrounding cities for comment. He stated that after all comments have been received the plan would be brought back before the Council.

Mayor Tourville suggested changing the language in the implementation section to eliminate any reference to a specific park by saying "work to acquire lands for expansion of parks".

**6. PUBLIC HEARINGS:**

**A. CITY OF INVER GROVE HEIGHTS; Assessment Hearing for City Project No. 2008-09C, Mill and Overlay**

Mr. Thureen explained that last year's project included a bituminous mill and overlay of Cenex Drive, miscellaneous curb replacement, storm casting adjustments, miscellaneous street repair, new pedestrian ramps and striping. He stated that the total project cost was \$111,192.33. He explained that four parcels with two commercial owners are proposed to be assessed. He stated that the total City cost would be \$44,678.48, about 40% of the project cost. He added that the remaining cost of \$66,513.85 is proposed to be assessed on a front foot basis for 5 year term with a 5.8% interest rate.

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

**Ayes: 5**

**Nays: 0      Motion carried.**

**Motion by Madden, second by Klein, to approve Resolution No. 09-21 adopting the Final Assessment Role for City Project No. 2008-09C, Mill and Overlay**

**Ayes: 5**

**Nays: 0      Motion carried.**

**7. REGULAR AGENDA:**

**PARKS AND RECREATION:**

**A. CITY OF INVER GROVE HEIGHTS;** Consider Final Approval of Mississippi River Regional Trail through Heritage Village Park and Doffing Avenue

Mr. Carlson explained that there were two alignment options for Council consideration, the Doffing Avenue alignment and the 65<sup>th</sup> Street alignment. He discussed a new issue staff recently became aware of regarding a state statute that was adopted in 2005 that protects the operations of outdoor gun clubs. He explained that the new law states that no development shall be approved for any portion of property within 750 feet of an outdoor shooting range if the change in use, development, or construction would cause an outdoor shooting range in compliance to become out of compliance. He noted that while the trail on the City property would be located within 750 feet of the Gun Club in South St. Paul it is unknown whether the new development would cause the Gun Club to be out of compliance with respect to noise standards as they might apply to a public pedestrian trail in proximity to a gun club. He added that the County should be responsible for determining if any issue exists. He further explained that the statute allows for approval of new development if they entity seeking approval agrees to provide any mitigation required to keep the range in compliance. He stated that staff believes that because the new development is the responsibility of the County they should also be responsible for providing mitigation if it were to be necessary. He noted that the City Attorney added language to the easement agreement making necessary mitigation the responsibility of the County.

Mr. Kuntz added that the County does not agree with the added language as proposed by the City.

Jim Dziewic, 6549 Doffing Avenue, stated that 65<sup>th</sup> Street alignment is the safest and best option.

Ed Gunter, 6671 Concord, expressed concern with the safety of the 65<sup>th</sup> Street alignment. He commented on the trains and the truck traffic going into Allied Waste.

Scott Preavey, 6556 Doffing Avenue, stated that supported the 65<sup>th</sup> Street alignment.

Councilmember Klein questioned if the amount of money Dakota County has proposed for mitigation in item 3 of the agreement would be locked in if the resolution was approved.

Mr. Carlson responded that \$78,600 is the sum of money the City would receive from the County for running the trail through Heritage Village Park. He stated that there would be future negotiations and discussion with the County regarding the funding for other capital improvements to the park.

Todd Howard, Dakota County, stated that the County would not be opposed to adding a “whereas” statement to the resolution to acknowledge future improvements.

Councilmember Klein suggested that the City Attorney draft language to be added to the resolution that would acknowledge negotiations between the City and the County for future improvements to the park.

**Motion by Madden, second by Piekarski Krech, to approve the 65<sup>th</sup> Street Alignment of the Mississippi River Regional Trail and the corresponding Trail Easement Agreement with the language of #6 as drafted by the City Attorney and the addition of language as suggested by Council member Klein.**

**Ayes: 5**

**Nays: 0      Motion carried.**

**COMMUNITY DEVELOPMENT:**

**B. BRIAN BORCHARDT;** Consider Resolution relating to a Variance to exceed the allowed maximum building coverage in the E-2 zoning district to construct an addition to an existing house located at 12 High Road

Mr. Link reviewed the location of the property and explained that City Code states the maximum allowed building coverage for lots less than five acres in the E-2 zoning district is 4,000 square feet. He stated that the applicant is requesting a variance to construct a 1,347 square foot home and garage addition, which would make the total building coverage, including the current structure and the proposed addition, 5,347 square feet. He explained that staff recommended denial of the variance request due to lack of hardship and the Planning Commission recommended approval of the request with the hardship being that the ordinance does not take into consideration the impact on oversized lots and unnecessarily restricts the usage of an oversized lot in the E-2 zoning district. He noted that the Planning Commission also felt that the proposed addition would be consistent with the character of the neighborhood.

Councilmember Piekarski Krech questioned if the impervious coverage requirements would be met.

Mr. Link responded that the E-2 zoning district does not have any impervious coverage requirements.

Mayor Tourville stated that he would not be opposed to approving the request given the size and location of the lot and the fact that the addition would not impact the lake or surrounding area.

Councilmember Madden stated that his main concern was setting a precedent.

Mr. Link responded that the language of approval proposed by the Planning Commission limits any precedence.

Mayor Tourville questioned if there were any Northwest Area requirements that needed to be met.

Mr. Link stated that if Council approved the variance the applicant would have to submit a storm water management plan for approval that was consistent with the Northwest Area Ordinance. He added that requirement was included in the conditions of approval.

Brian Borchardt, designer of the home addition, stated that the Northwest Area regulations were reviewed and the applicant intends to install a rain garden.

**Motion by Klein, second by Madden, to adopt Resolution 09-22 approving a Variance to exceed the allowed maximum building coverage in the E-2 zoning district to construct an addition to an existing house located at 12 High Road with the hardship being that the ordinance does not take into consideration the impact on oversized lots and it unnecessarily restricts the usage of an oversized lot in the E-2 zoning district.**

**Ayes: 5**

**Nays: 0      Motion carried.**

**ADMINISTRATION:**

**C. CITY OF INVER GROVE HEIGHTS;** Consider First Reading of an Ordinance Amending City Code Section 320.03 relating to Disposal of Unclaimed Property

Mr. Kuntz explained that the Police department has proposed an ordinance amendment that would allow for the disposition of unclaimed property by way of an online auction. He stated that a proposed contract would be brought back for Council approval by the third reading from a company that would implement the

online auction. He explained that current City Code regulations only allow for the disposition of unclaimed property via live auction. He added that the proposed online auction method was found to be successful by other cities. He noted that Sgt. Sean Folmar would be available to answer questions and provide more detail regarding his investigation of the company and the online auction method at the second reading of the proposed ordinance amendment.

Councilmember Klein suggested that language be added to the ordinance that would address the annual purchase of unclaimed bicycles by the Lions Club for refurbishment and donation to Holiday on Main Street.

**Motion by Klein, second by Madden, to approve the First Reading of an Ordinance Amending City Code Section 320.03 relating to Disposal of Unclaimed Property with language added to address the annual purchase of unclaimed bicycles by the Lions Club**

Councilmember Piekarski Krech stated that she looked at the website and found that it is not a local operation. She asked how the process worked and how the City made money off of the auctions.

Mr. Lynch responded that the company works with local vendors to hold the items and the City retains the largest percentage of each sale that is made.

Mayor Tourville asked about comments that were received from other cities. He asked if there were any other companies that utilized the online auction method.

Mr. Kuntz stated that the online auction would still need to be noticed in the official newspaper.

**Ayes: 5**

**Nays: 0      Motion carried.**

**8. MAYOR AND COUNCIL COMMENTS:**

Mr. Lynch reviewed the proposal and stated that there would potentially be two meetings.

Councilmember Madden commented on the expense associated with bringing in a facilitator and stated that he felt the meetings were unnecessary.

Councilmember Grannis stated that he felt having a facilitator for the meetings was helpful in getting them focused and providing an outside, unbiased perspective.

Mayor Tourville suggested scheduling only the goal session meeting.

Councilmember Grannis reminded everyone that the Council would be considering appointments to the various citizen advisory commissions in May and stated that applications were available on the City website or at City Hall.

**9. ADJOURN:** Motion by Madden, second by Klein, to adjourn. The meeting was adjourned by a unanimous vote at 8:40 p.m.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Meeting Date: February 23, 2009  
 Item Type: Consent  
 Contact: Cathy Shea 651-450-2521  
 Prepared by: Cathy Shea Asst. Finance Director  
 Reviewed by: N/A

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

**PURPOSE/ACTION REQUESTED**

Approve the attached resolution approving disbursements for the period of February 5, 2009 to February 18, 2009.

**SUMMARY**

Shown below is a listing of the disbursements for the various funds for the period ending February 18, 2009. The detail of these disbursements is attached to this memo.

General & Special Reveune	\$256,258.74
Debt Service & Capital Projects	1,101,732.43
Enterprise & Internal Service	196,774.60
Escrows	<u>14,670.33</u>
Grand Total for All Funds	<u><u>\$1,569,436.10</u></u>

If you have any questions about any of the disbursements on the list, please call Cathy Shea at 651-450-2521 or Vickie Gray, Accounting Technician at 651-450-2515.

Attached to this summary for your action is a resolution approving the disbursements for the period February 5, 2009 to February 18, 2009, and the listing of disbursements requested for approval.

**DAKOTA COUNTY, MINNESOTA**

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

**RESOLUTION APPROVING DISBURSEMENTS FOR THE  
PERIOD ENDING FEBRUARY 18, 2009**

**WHEREAS**, a list of disbursements for the period ending February 18, 2009 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	\$ 256,258.74
Debt Service & Capital Projects	1,101,732.43
Enterprise & Internal Service	196,774.60
Escrows	<u>14,670.33</u>
Grand Total for All Funds	<u>\$ 1,569,436.10</u>

Adopted by the City Council of Inver Grove Heights this 23th day of February, 2009.

Ayes:

Nays:

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

ATTEST:

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

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/09/2009	92694	POTBELLY SANDWICH WORKS	city of inver grove hgts	101-1000-413.50-75		2/2009 * Total	95.35 95.35
02/11/2009	92695	ACE PAINT & HARDWARE	acct 1126	101-6000-451.60-40		2/2009	62.26
			cust 1126	101-4200-423.60-65		2/2009	15.95
			cust 1126	101-4200-423.40-40		2/2009	75.54
			cust 1126	101-6000-451.60-12		2/2009	4.04
						* Total	157.79
02/11/2009	92698	AEARO CO/AOSAFETY	acct 5918140	101-6000-451.60-45		2/2009 * Total	20.00 20.00
02/11/2009	92699	AFSCME COUNCIL 5	city of inver grove hgts	101-0000-203.10-00		2/2009 * Total	928.73 928.73
02/11/2009	92701	ALL HANDS FIRE EQUIPMEN	inver grove hgts fd	101-4200-423.60-18		2/2009 * Total	955.24 955.24
02/11/2009	92703	ANDREJKA, MICHAEL	BOOTS	101-3300-419.60-45		2/2009 * Total	58.35 58.35
02/11/2009	92708	BRIGUET, RICHARD	LIGHT BULBS	101-4200-423.60-65		2/2009 * Total	10.23 10.23
02/11/2009	92712	CLAREY'S SAFETY EQUIPME	cust 90515	101-5200-443.60-45		2/2009 * Total	556.88 556.88
02/11/2009	92714	COMMUNITY ACTION COUNCI	inver grove hgts pd	101-4000-421.50-80		2/2009 * Total	120.00 120.00
02/11/2009	92715	COORDINATED BUSINESS SY	cust 455082	101-4200-423.50-35		2/2009 * Total	9.76 9.76
02/11/2009	92717	CULLIGAN	cust 157984591006	101-4200-423.60-65		2/2009 * Total	45.28 45.28
02/11/2009	92721	DAKOTA ELECTRIC ASSN	cust 4267134	101-5400-445.40-20		2/2009 * Total	28.69 28.69
02/11/2009	92722	DAKOTA ELECTRIC ASSN	acct 3935632	101-6000-451.40-20		2/2009 * Total	128.49 128.49
02/11/2009	92723	DAKOTA ELECTRIC ASSN	acct 2501658	101-6000-451.40-20		2/2009 * Total	51.16 51.16
02/11/2009	92724	DAKOTA ELECTRIC ASSN	acct 2468379	101-6000-451.40-20		2/2009 * Total	349.70 349.70
02/11/2009	92730	ENTENMANN-ROVIN CO.	city of inver grove hgts	101-4000-421.60-45		2/2009 * Total	92.84 92.84
02/11/2009	92732	G & K SERVICES	acct 7494701	101-5200-443.60-45		2/2009	47.87
			acct 7494701	101-6000-451.60-45		2/2009	58.53

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/11/2009	92736	GOPHER STATE TROPHIES	igh fire dept	101-4200-423.60-65		* Total	106.40
						* 2/2009	65.00
						* Total	65.00
02/11/2009	92743	INFINITY WIRELESS	INVER GROVE HGTS FD	101-4200-423.40-42		* 2/2009	5,237.14
						* Total	5,237.14
02/11/2009	92744	INVER GROVE FORD	CITY OF INVER GROVE HGTS	101-4000-421.70-30		* 2/2009	266.88
						* Total	266.88
02/11/2009	92746	IUOE	city of inver grove hgts	101-0000-203.10-00		* 2/2009	1,419.81
						* Total	1,419.81
02/11/2009	92748	KAIN, DARREN	yard stakes	101-5200-443.60-16		* 2/2009	21.27
						* Total	21.27
02/11/2009	92754	LEAGUE OF MN CITIES	attende; jenn emmerich	101-3200-419.50-80		* 2/2009	40.00
						* Total	40.00
02/11/2009	92756	LEVANDER, GILLEN & MILL	client 92000E	101-4000-421.30-41		* 2/2009	17,461.70
						* Total	17,461.70
02/11/2009	92758	LEVANDER, GILLEN & MILL	client 81000E	101-1000-413.30-40		* 2/2009	120.00
						* 2/2009	4,904.18
						* 2/2009	3,113.69
						* 2/2009	1,796.60
						* 2/2009	136.00
						* Total	10,070.47
02/11/2009	92759	LEXISNEXIS	acct 1369635	101-4000-421.50-20		* 2/2009	64.75
						* Total	64.75
02/11/2009	92763	MENARDS - WEST ST. PAUL	acct 30170270	101-6000-451.40-47		* 2/2009	140.78
						* Total	140.78
02/11/2009	92764	METROPOLITAN COUNCIL EN	city of inver grove	101-0000-341.40-00		* 2/2009	20.00-
						* Total	20.00-
02/11/2009	92772	NATURE CALLS, INC.	city of inver grove	101-6000-451.40-65		* 2/2009	121.95
						* Total	121.95
02/11/2009	92773	NEXTEL COMMUNICATIONS	acct 487383319 parks	101-6000-451.50-20		* 2/2009	647.41
						* Total	647.41
02/11/2009	92777	PHILIPS MEDICAL SYSTEMS	CUST ID 94152023	101-4200-423.40-42		* 2/2009	836.23
						* Total	836.23
02/11/2009	92778	PIONEER PRESS	CUST ID 413964	101-1100-413.50-25		* 2/2009	1,253.00
						* Total	1,253.00
02/11/2009	92782	PROGRESS PLUS	city of inver grove hgts	101-1000-413.50-70		* 2/2009	12,500.00
						* Total	12,500.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/11/2009	92784	FX PRODUCTS CO	city of inver grove hgts	101-6000-451.60-11		2/2009 * Total	60.53 60.53
02/11/2009	92785	QWEST	acct 6514577674	101-6000-451.50-20		2/2009 * Total	40.95 40.95
02/11/2009	92786	QWEST	acct 6514577671	101-6000-451.50-20		2/2009 * Total	41.01 41.01
02/11/2009	92787	QWEST	acct 6514530219	101-6000-451.50-20		2/2009 * Total	40.95 40.95
02/11/2009	92788	QWEST	acct 65145520672	101-6000-451.50-20		2/2009 * Total	41.01 41.01
02/11/2009	92792	REGINA MEDICAL CENTER	city of inver grove hgts	101-4000-421.30-70		2/2009 * Total	86.50 86.50
02/11/2009	92796	SA-AG INC	CITY OF INVER GROVE HGTS	101-5200-443.60-16		2/2009 * Total	336.57 284.06 620.63
02/11/2009	92800	SHARROW LIFTING PRODUCT	CITY OF INVER GROVE HGTS	101-4200-423.40-42		2/2009 * Total	290.00 290.00
02/11/2009	92803	SOUTH ST PAUL STEEL SUP	ACCT 0100202	101-5200-443.60-16		2/2009 * Total	481.12 481.12
02/11/2009	92806	STAR TRIBUNE	ACCT 1000017984	101-1100-413.50-25		2/2009 * Total	1,205.00 1,205.00
02/11/2009	92807	STREICHER'S	cust 153162	101-4000-421.60-45		2/2009 * Total	154.41 155.45 309.87
02/11/2009	92809	TIMESAVER OFF SITE SECR	CITY OF INVER GROVE	101-1100-413.30-70		2/2009 * Total	456.00 456.00
02/11/2009	92811	TRACTOR SUPPLY CREDIT P	acct 6035301200183679	101-5200-443.60-40		2/2009 * Total	19.20 298.65 79.08 396.93
02/11/2009	92814	U OF M - CCE REGISTRATI	barry underdahl 1095574	101-5200-443.50-80		2/2009 * Total	135.00 135.00
02/11/2009	92816	UNITED WAY	city of inver grove	101-0000-203.13-00		2/2009 * Total	188.00 188.00
02/11/2009	92817	USA MOBILITY WIRELESS I	acct 03174091	101-4000-421.50-20		2/2009 * Total	22.04 22.04
02/11/2009	92819	VERIZON WIRELESS	ACCT 58056548100001	101-5100-442.50-20		2/2009 * Total	189.40

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/11/2009	92823	WNAV INC	INVER GROVE HGTS FD	101-4200-423.30-70		* Total	189.40
						2/2009	53.38
						* Total	53.38
02/11/2009	92826	XCEL ENERGY	ACCT 5188494737	101-5400-445.40-20		* Total	114.48
						2/2009	114.48
						* Total	114.48
02/11/2009	92827	XCEL ENERGY	ACCT 5170946691	101-5400-445.40-20		* Total	34.46
						2/2009	34.46
						* Total	34.46
02/11/2009	92831	ZARNOTH BRUSH WORKS	INVER GROVE HGTS	101-5200-443.60-16		* Total	91.59
						2/2009	91.59
						* Total	91.59
02/11/2009	92832	ZEE MEDICAL SERVICE	acct 701	101-4000-421.60-65		* Total	86.27
						2/2009	86.27
						* Total	86.27
02/12/2009	92833	LELS	city of inver grove hgts	101-0000-203.10-00		* Total	1,170.00
						2/2009	1,170.00
						* Total	1,170.00
02/12/2009	92834	LELS SERGEANTS	city of inver grove hgts	101-0000-203.10-00		* Total	210.00
						2/2009	210.00
						* Total	210.00
02/17/2009	92836	POTBELLY SANDWICH WORKS	city of inver grove hgts	101-1000-413.50-75		* Total	136.21
						2/2009	136.21
						* Total	136.21
02/18/2009	92837	ACE PAINT & HARDWARE	cust 1126	101-5200-443.60-16		* Total	5.31
						2/2009	5.31
						* Total	5.31
02/18/2009	92839	ADMINISTRATION RESOURCE	city of inver grove hgts	101-1100-413.30-55		* Total	12.50
						2/2009	12.50
						* Total	12.50
						2/2009	29.29
						* Total	29.29
						2/2009	8.50
						* Total	8.50
						2/2009	4.25
						* Total	4.25
						2/2009	14.25
						* Total	14.25
						2/2009	62.25
						* Total	62.25
						2/2009	31.75
						* Total	31.75
						2/2009	1.96
						* Total	1.96
						2/2009	164.75
						* Total	164.75
02/18/2009	92842	BARR ENGINEERING COMPAN	city of inver grove	101-5100-442.30-30		* Total	12,433.98
						2/2009	12,433.98
						* Total	12,433.98
02/18/2009	92853	DAKOTA CTY PROPERTY REC	city of inver grove	101-2000-415.30-70		* Total	.32
						2/2009	.32
						* Total	.32
						2/2009	10.64
						* Total	10.64
						2/2009	65.12
						* Total	65.12
						2/2009	76.08
						* Total	76.08
02/18/2009	92854	DAKOTA CTY PROPERTY REC	city of inver grove hgts	101-1200-414.40-44		* Total	3,250.00
						2/2009	3,250.00
						* Total	3,250.00
02/18/2009	92855	DAKOTA CTY TREASURER	city of inver grove	101-5400-445.40-20		* Total	461.31
						2/2009	461.31
						* Total	461.31

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/18/2009	92856	DAKOTA ELECTRIC ASSN	acct 1093947	101-5400-445.40-20		2/2009 * Total	1,004.34 1,004.34
02/18/2009	92860	DOSCO DESIGN BUILD INC	city of inver grove hgts	101-4200-423.80-20		2/2009 * Total	10,237.00 10,237.00
02/18/2009	92863	G & K SERVICES	cust 74947	101-5200-443.60-45		2/2009	47.87
			cust 74947	101-6000-451.60-45		2/2009 * Total	58.53 106.40
02/18/2009	92867	HEALTH PARTNERS	city of inver grove hgts	101-0000-203.07-00		2/2009	75,112.85
			city of inver grove hgts	101-0000-203.08-00		2/2009 * Total	6,822.08 81,934.93
02/18/2009	92868	HENNING FIRE PROTECTION	city of inver grove	101-3300-419.40-42		2/2009	12.00
			city of inver grove	101-4000-421.40-42		2/2009	20.00
			city of inver grove	101-5100-442.40-44		2/2009	2.00
			city of inver grove	101-5200-443.60-16		2/2009	52.00
			city of inver grove	101-6000-451.40-40		2/2009 * Total	74.00 160.00
02/18/2009	92873	LONE OAK GRAPHICS INC	city of inver grove hgts	101-3000-419.50-30		2/2009 * Total	32.03 32.03
02/18/2009	92874	MAXIMUM GRAPHICS	city of inver grove hgts	101-6000-451.50-30		2/2009 * Total	121.16 121.16
02/18/2009	92877	MN CHIEFS OF POLICE ASS	city of inver grove hgts	101-4000-421.50-80		2/2009 * Total	975.00 975.00
02/18/2009	92879	MN SOCIETY OF CPA'S	member;catherine shea	101-2000-415.50-70		2/2009 * Total	390.00 390.00
02/18/2009	92880	N H CONSULTING	city of inver grove hgts	101-4000-421.60-65		2/2009 * Total	76.87 76.87
02/18/2009	92886	PETTY CASH	chiefs meeting	101-4000-421.50-70		2/2009	36.16
			mn gren expo pkg	101-6000-451.50-65		2/2009	19.00
			parking	101-3200-419.50-80		2/2009	5.00
			bid officials meeting	101-3300-419.50-80		2/2009	16.00
			chiefs meeting	101-4000-421.50-70		2/2009 * Total	26.03 102.19
02/18/2009	92891	SA-AG INC	cust 1789	101-5200-443.60-16		2/2009 * Total	144.08 144.08
02/18/2009	92894	SHORT ELLIOTT HENDRICKS	city of inver grove hgts	101-5100-442.30-30		2/2009 * Total	4,157.80 4,157.80
02/18/2009	92895	STANGER, LARRY	lunch training	101-4000-421.50-75		2/2009 * Total	24.80 24.80
02/18/2009	92899	U OF M - CCE REGISTRATI	s. dodge/j. schmelting	101-5100-442.50-80		2/2009	140.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/18/2009	92900	U OF M - CCE REGISTRATI	steve dodge	101-5100-442.50-80		* Total	140.00
						* Total	280.00
02/18/2009	92904	XCEL ENERGY	cust 5164351291	101-5400-445.40-20		* Total	109.64
						* Total	109.64
02/18/2009	92905	XCEL ENERGY	cust 5152791130	101-5200-443.40-20		2/2009	217.02
			cust 5152791130	101-5400-445.40-20		2/2009	9,468.63
			acct 5151854463	101-4000-421.40-42		2/2009	41.17
						* Total	9,726.82
				82 Checks	** Fund Total		186,457.10
02/18/2009	92846	BURNSVILLE CONV & VISIT	city of inver grove hgts	201-1600-465.50-25		* Total	12,500.00
						* Total	12,500.00
02/18/2009	92898	TOUR MINNESOTA ASSOCIAT	city of inver grove hgts	201-1600-465.50-25		* Total	300.00
						* Total	300.00
				2 Checks	** Fund Total		12,800.00
02/11/2009	92764	METROPOLITAN COUNCIL EN	city of inver grove	404-0000-217.00-00		* Total	2,000.00
						* Total	2,000.00
				1 Checks	** Fund Total		2,000.00
02/11/2009	92753	LANOUE, ANN	mileage - seminar	405-9000-570.50-65		2/2009	24.67
						* Total	24.67
02/11/2009	92801	SHEA, CATHY	mileage - seminar	405-9000-570.50-65		2/2009	29.04
						* Total	29.04
				2 Checks	** Fund Total		53.71
02/11/2009	92702	AMERICAN ENGINEERING TE	cust inv001	423-5903-723.30-34	0303	2/2009	358.50
						* Total	358.50
02/11/2009	92758	LEVANDER, GILLEN & MILL	client 81000E	423-5903-723.30-42	0303	2/2009	4,921.89
						* Total	4,921.89
02/18/2009	92862	EVERGREEN LAND SERVICES	city of inver grove hgts	423-5903-723.80-10	0303	2/2009	85.00
						* Total	85.00
02/18/2009	92872	KIMLEY-HORN & ASSOCIATE	city of inver grove	423-5903-723.30-30	0303	2/2009	10,408.71
						* Total	10,408.71
				4 Checks	** Fund Total		15,774.10
02/11/2009	92758	LEVANDER, GILLEN & MILL	client 81000E	425-5922-725.30-42	0522	2/2009	661.50
						* Total	661.50

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/18/2009	92844	BRAUN INTERTEC CORPORAT	city of inver grove hghts	425-5907-725.30-70	0507	2/2009	1,770.00
			city of inver grove hghts	425-5907-725.30-70	0507	2/2009	839.00
					*	Total	2,609.00
02/18/2009	92848	CARL BOLANDER & SONS CO	heritage village park	425-5907-725.30-70	0507	2/2009	16,200.00
					*	Total	16,200.00
				3 Checks	** Fund Total		19,470.50
02/11/2009	92705	BARR ENGINEERING COMPAN	city of inver grove hghts	428-5910-728.30-30	0810	2/2009	29,681.86
					*	Total	29,681.86
02/11/2009	92706	BKV GROUP, INC.	city of inver grove hghts	428-5918-728.30-20	0818	2/2009	115,646.36
			city of inver grove hghts	428-5918-728.30-20	0818	2/2009	2,450.00
					*	Total	118,096.36
02/11/2009	92758	LEVANDER, GILLEN & MILL	client 81000E	428-5910-728.30-42	0810	2/2009	158.45
			Client 81000E	428-5911-728.30-42	0811	2/2009	364.50
					*	Total	522.95
02/18/2009	92843	BKV GROUP, INC.	city of inver grove hghts	428-5918-728.30-20	0818	2/2009	270,913.88
					*	Total	270,913.88
02/18/2009	92872	KIMBLEY-HORN & ASSOCIATE	city of inver grove	428-5910-728.30-30	0810	2/2009	46,139.22
					*	Total	46,139.22
02/18/2009	92889	REED BUSINESS INFORMATI	cust 821155	428-5911-728.50-25	0811	2/2009	273.06
					*	Total	273.06
02/18/2009	92890	S. M. HENTGES & SONS, I	ravine ponds	428-5910-728.80-30	0810	2/2009	139,445.87
					*	Total	139,445.87
				7 Checks	** Fund Total		605,073.20
02/11/2009	92824	WSB & ASSOCIATES, INC.	city of inver grove hghts	429-5911-729.30-30	0911	2/2009	379.50
					*	Total	379.50
02/11/2009	92702	AMERICAN ENGINEERING TE	cust inv001	446-5900-740.30-34	0809D	2/2009	297.60
					*	Total	297.60
02/11/2009	92758	LEVANDER, GILLEN & MILL	client 81000E	440-5900-740.30-42	0909D	2/2009	74.50
					*	Total	74.50
				2 Checks	** Fund Total		372.10
02/11/2009	92758	LEVANDER, GILLEN & MILL	client 81000E	446-5915-746.30-42	0315	2/2009	433.50
					*	Total	433.50
02/18/2009	92840	AMES CONSTRUCTION INC	nw trunk improvements	446-5915-746.80-30	0315	2/2009	458,068.38
					*	Total	458,068.38

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/11/2009	92753	LANOUE, ANN	mileage - seminar	452-9000-570.50-65	** Fund Total	2/2009 * Total	24.68 24.68
02/11/2009	92801	SHEA, CATHY	mileage - seminar	452-9000-570.50-65	** Fund Total	2/2009 * Total	29.04 29.04
02/11/2009	92753	LANOUE, ANN	mileage - seminar	453-9000-570.50-65	** Fund Total	2/2009 * Total	53.72 24.68 24.68
02/11/2009	92801	SHEA, CATHY	mileage - seminar	453-9000-570.50-65	** Fund Total	2/2009 * Total	29.04 29.04
02/11/2009	92695	ACE PAINT & HARDWARE	cust 1126	501-7100-512.60-16	** Fund Total	2/2009 * Total	53.72 22.34 22.34
02/11/2009	92732	G & K SERVICES	acct 7494701	501-7100-512.60-45	** Fund Total	2/2009 * Total	66.29 66.29
02/11/2009	92738	GRAYBAR	acct 101705	501-7100-512.40-42 501-7100-512.40-40	** Fund Total	2/2009 2/2009 * Total	1,120.37 56.18 1,176.55
02/11/2009	92739	HACH COMPANY	CITY OF INVER GROVE HGTS	501-7100-512.60-16	** Fund Total	2/2009 * Total	1,435.57 1,435.57
02/11/2009	92740	HAWKINS, INC.	acct 123649	501-7100-512.60-19	** Fund Total	2/2009 * Total	278.95 278.95
02/11/2009	92741	HD SUPPLY WATERWORKS LT	acct 099872	501-7100-512.40-43	** Fund Total	2/2009 * Total	984.75 984.75
02/11/2009	92751	KLM ENGINEERING INC	city of inver grove hgts	501-7100-512.30-30	** Fund Total	2/2009 * Total	1,750.00 1,750.00
02/11/2009	92774	ONE CALL CONCEPTS INC	acct cinght1	501-7100-512.30-70	** Fund Total	2/2009 * Total	263.85 263.85
02/11/2009	92810	TKDA	city of inver grove	501-7100-512.30-70	** Fund Total	2/2009 * Total	1,221.48 1,221.48
02/11/2009	92811	TRACTOR SUPPLY CREDIT P	acct 6035301200183679	501-7100-512.40-40 501-7100-512.60-16	** Fund Total	2/2009 2/2009 * Total	76.81 56.10 132.91
02/11/2009	92813	TWIN CITY WATER CLINIC	CITY OF INVER GROVE	501-7100-512.30-70	** Fund Total	2/2009 * Total	440.00 440.00
2 Checks							458,501.88

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CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/18/2009	92839	ADMINISTRATION RESOURCE	city of inver grove hgts	501-7100-512.30-55		2/2009 * Total	24.99 24.99
02/18/2009	92863	G & K SERVICES	cust 74947	501-7100-512.60-45		2/2009 * Total	25.77 25.77
02/18/2009	92866	HENNING FIRE PROTECTION	city of inver grove	501-7100-512.60-16		2/2009 * Total	135.00 135.00
02/18/2009	92869	HIGHWAY TECHNOLOGIES	city of inver grove hgts	501-7100-512.50-80		2/2009 * Total	199.75 199.75
02/18/2009	92874	MAXIMUM GRAPHICS	city of inver grove hgts	501-7100-512.50-30		2/2009 * Total	242.33 242.33
02/18/2009	92876	MH CONSTRUCTION	city of inver grove hgts	501-7100-512.60-16		2/2009 * Total	475.00 475.00
02/11/2009	92732	G & K SERVICES	acct 7494701	502-7200-514.60-45	** Fund Total	2/2009 * Total	8,875.53 28.41 28.41
02/18/2009	92839	ADMINISTRATION RESOURCE	city of inver grove hgts	502-7200-514.30-55		2/2009 * Total	14.76 14.76
02/18/2009	92863	G & K SERVICES	cust 74947	502-7200-514.60-45		2/2009 * Total	11.04 11.04
02/18/2009	92875	METROPOLITAN COUNCIL	city of inver grove hgts	502-7200-514.40-15		2/2009 * Total	114,043.79 114,043.79
02/18/2009	92897	TOTAL CONSTRUCTION & EQ	city of inver grove hgts	502-7200-514.40-42		2/2009 * Total	1,882.51 1,882.51
02/18/2009	92901	UNITED PARCEL SERVICE	cust v4650v	502-7200-514.60-16		2/2009 * Total	121.57 121.57
02/11/2009	92695	ACE PAINT & HARDWARE	cust 1126	503-8600-527.40-40	6 Checks ** Fund Total	2/2009 * Total	116,102.08 1.59 1.59
02/11/2009	92716	COPY RIGHT	inverwood golf course	503-8000-521.50-30		2/2009	1,944.41
			inverwood golf course	503-8500-526.50-30		2/2009	815.06
			inverwood golf course	503-8000-521.50-30		2/2009 * Total	2,523.00 5,282.47
02/11/2009	92725	DAKOTA ELECTRIC ASSN	acct 2013605	503-8600-527.40-20		2/2009 * Total	225.96 225.96
02/11/2009	92727	DEX MEDIA EAST	acct 110360619	503-8500-526.50-25		2/2009 * Total	73.50 73.50

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CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/11/2009	92729	DON PIEHL	inverwood golf course	503-8600-527.60-40		2/2009 * Total	34.78 34.78
02/11/2009	92733	G & K SERVICES	acct 0157401 acct 0157401	503-8600-527.60-45 503-8600-527.60-45		2/2009 2/2009 * Total	66.74 78.36 145.10
02/11/2009	92734	GEMPLER'S INC.	acct 000045 acct 001829	503-8600-527.60-20 503-8600-527.60-45		2/2009 2/2009 * Total	840.45 54.35 894.80
02/11/2009	92749	KASCO MARINE, INC.	inverwood golf course	503-8600-527.40-42		2/2009 * Total	493.36 493.36
02/11/2009	92763	MENARDS - WEST ST. PAUL	act 30170265 acct 30170265	503-8600-527.60-12 503-8600-527.40-42		2/2009 2/2009 * Total	48.12 22.44 70.56
02/11/2009	92765	MN DEPT OF AGRICULTURE	2009 - joel metz	503-8600-527.50-70		2/2009 * Total	30.00 30.00
02/11/2009	92766	MN DEPT OF LABOR & INDU	Pl02206 Ken Felix	503-8600-527.50-70		2/2009 * Total	90.00 90.00
02/11/2009	92769	MTI DISTRIBUTING CO	acct 402307 acct 402307 acct 402307 acct 402307 acct 402307 acct 402307	503-8600-527.40-42 503-8600-527.40-42 503-8600-527.40-42 503-8600-527.40-42 503-8600-527.40-42 503-8600-527.40-42		2/2009 2/2009 2/2009 2/2009 2/2009 2/2009 * Total	903.32 564.84 26.15 195.89 616.56 276.14 102.13 2,685.03
02/11/2009	92770	NAPA OF INVER GROVE HEI	acct 301 acct 301 acct 301	503-8600-527.40-42 503-8600-527.40-42 503-8600-527.40-42		2/2009 2/2009 2/2009 * Total	71.81 13.58 65.99 151.38
02/11/2009	92771	NARDINI FIRE EQUIPMENT	acct invgoicluc	503-8600-527.40-42		2/2009 * Total	194.00 194.00
02/11/2009	92781	PRECISION SMALL ENGINE	acct 9503	503-8600-527.40-42		2/2009 * Total	577.13 577.13
02/11/2009	92802	SOUTH BAY DESIGN	inverwood	503-8500-526.50-25		2/2009 * Total	330.00 330.00
02/11/2009	92820	VERIZON WIRELESS	acct 480568913	503-8500-526.50-20		2/2009 * Total	8.34 8.34
02/11/2009	92822	WINZER CORPORATION	acct 17723	503-8600-527.40-42		2/2009 * Total	136.45 136.45

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02/11/2009	92828	XCEL ENERGY	acct 5158775110	503-8600-527.40-20		2/2009 * Total	9.07 9.07
02/11/2009	92829	XCEL ENERGY	acct 5157543641	503-8500-526.40-10		2/2009	1,349.43
			acct 5157543641	503-8500-526.40-20		2/2009 * Total	470.51 1,819.94
02/18/2009	92837	ACE PAINT & HARDWARE	cust 1126	503-8600-527.40-42		2/2009 * Total	13.81 13.81
02/18/2009	92839	ADMINISTRATION RESOURCE	city of inver grove htgs	503-8600-527.30-55		2/2009 * Total	11.50 11.50
02/18/2009	92864	GARELICK STEEL CO., INC	city of inver grove htgs	503-8600-527.40-42		2/2009 * Total	93.29 93.29
02/18/2009	92888	PRECISION TURF & CHEMIC	cust inve01	503-8600-527.60-30		2/2009	3,686.18
			cust inve01	503-8600-527.60-30		2/2009 * Total	13,122.93 16,809.11
02/18/2009	92896	TITLEIST	acct 836301243062177	503-8200-523.76-45		2/2009 * Total	332.54 332.54
02/11/2009	92711	CHAMPIONSHIP PRODUCTS	igh parks & rec	504-6100-452.60-45	R40180	2/2009	21.45
			igh parks & rec	504-6100-452.60-45	R40180	2/2009 * Total	12.05 33.50
02/11/2009	92735	GOPHER	cust 404658	504-6100-452.60-09	R40950	2/2009 * Total	92.86 92.86
02/11/2009	92745	INVER GROVE HEIGHTS SEN	veterans memorial	504-0000-347.00-00	R30800	2/2009 * Total	1,128.00 1,128.00
02/11/2009	92775	ORIENTAL TRADING COMPAN	acct 20867186	504-6100-452.60-09	R20120	2/2009 * Total	43.41 43.41
02/11/2009	92795	S & S WORLDWIDE	acct 11238381	504-6100-452.60-09	R40180	2/2009 * Total	125.04 125.04
02/11/2009	92797	SAM'S CLUB	acct 7715090065702540	504-6100-452.60-09	R20100	2/2009 * Total	29.42 29.42
02/11/2009	92805	ST. LOUIS PARK RECREATI	city of inver grove htgs	504-6100-452.50-90	R20680	2/2009 * Total	63.00 63.00
02/18/2009	92839	ADMINISTRATION RESOURCE	city of inver grove htgs	504-6100-452.30-55	R90100	2/2009 * Total	8.06 8.06
02/18/2009	92884	PALOS SPORTS INC	city of inver grove htgs	504-6100-452.60-09	R40100	2/2009 * Total	211.14 211.14

25 Checks

\*\* Fund Total

30,513.71

Prepared: 02/18/2009, 14:39:55  
 Program: GM179L  
 Bank: 00 City of Inver Grove Heights

City of Inver Grove Heights  
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/11/2009	92696	ADOLPH KIEFFER & ASSOCIA	acct 258997 acct 258997	505-6200-453.60-40 505-6200-453.60-65	C70000 C50000	2/2009 2/2009 * Total	197.94 516.40 714.34
02/11/2009	92700	AIM ELECTRONICS	acct 27819	505-6200-453.40-40	C21000	2/2009 * Total	209.20 209.20
02/11/2009	92709	BUELOW AND ASSOCIATES I	city of inver grove hgts	505-6200-453.30-20	C21000	2/2009 * Total	1,224.96 1,224.96
02/11/2009	92713	COCA COLA BOTTLING COMP	cust 3291552 cust 3291552 cust 3291554	505-6200-453.60-65 505-6200-453.76-10 505-6200-453.76-10	C30200 C30200 C30100	2/2009 2/2009 2/2009 * Total	66.00 199.84 157.15 422.99
02/11/2009	92718	CULLIGAN	acct 157011438908 acct 157011438908	505-6200-453.60-16 505-6200-453.60-65	C21000 C10000	2/2009 2/2009 * Total	791.30 41.00 832.30
02/11/2009	92731	FERRELLGAS	acct 7757735	505-6200-453.60-21	C21000	2/2009 * Total	662.74 662.74
02/11/2009	92737	GRAINGER	acct 806460150	505-6200-453.60-16	C25000	2/2009 * Total	37.17 37.17
02/11/2009	92750	KIMBALL MIDWEST	acct 226819	505-6200-453.60-12	C25000	2/2009 * Total	61.02 61.02
02/11/2009	92761	LOTHENBACH, JUDY	class canceled	505-0000-352.35-00	C71000	2/2009 * Total	49.00 49.00
02/11/2009	92767	MN PREMIER PUBLICATIONS	veterans memorial	505-6200-453.50-25	C91000	2/2009 * Total	200.00 200.00
02/11/2009	92776	OXYGEN SERVICE COMPANY,	acct 9684	505-6200-453.60-65	C16000	2/2009 * Total	12.58 12.58
02/11/2009	92783	PUSH PEDAL PULL	veterans mem. comm ctre	505-6200-453.40-42	C70000	2/2009 * Total	25.00 25.00
02/11/2009	92790	R & R SPECIALTIES OF WI	cust ighvet cust ighvet	505-6200-453.40-42 505-6200-453.40-42	C21000 C21000	2/2009 2/2009 * Total	50.00 30.03 80.03
02/11/2009	92791	RAUSCHER, JOHN	canceled membership canceled membership canceled membership	505-0000-207.03-00 505-0000-352.01-00 505-0000-352.04-00	C10100 C10100 C10100	2/2009 2/2009 2/2009 * Total	14.54 215.46 49.00 279.00
02/11/2009	92793	REMACKEK, JOE	lights for rinks	505-6200-453.40-40	C21000	2/2009 * Total	250.00 250.00
9 Checks							1,734.43

City of Inver Grove Heights  
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/11/2009	92794	ROACH, RICK	mileage	505-6200-453.50-65	C10000	2/2009 * Total	10.45 10.45
02/11/2009	92799	SAM'S CLUB	acct 7715090061606950	505-6200-453.50-70	C10000	2/2009	450.00
			acct 7715090061606950	505-6200-453.60-40	C70000	2/2009	8.54
			acct 7715090061606950	505-6200-453.60-65	C30200	2/2009	158.80
			acct 7715090061606950	505-6200-453.76-05	C16000	2/2009	176.00
			acct 7715090061606950	505-6200-453.76-05	C16000	2/2009	11.88
						* Total	805.22
02/11/2009	92804	ST THOMAS ACADEMY	igh parks & rec	505-6200-453.50-25	C91000	2/2009 * Total	50.00 50.00
02/11/2009	92808	SWANK MOTION PICTURE IN	cust 0259507	505-6200-453.60-65	C50000	2/2009 * Total	288.62 288.62
02/11/2009	92815	UNITED LABORATORIES	acct 55077004	505-6200-453.60-11	C25000	2/2009	339.76
			acct 55077004	505-6200-453.60-16	C21000	2/2009	186.70
						* Total	526.46
02/11/2009	92818	USAQUATICS, INC	city of inver grove hgts	505-6200-453.30-30	C25000	2/2009 * Total	620.00 620.00
02/11/2009	92821	VISTAR CORPORATION	acct 10095779	505-6200-453.76-05	C30200	2/2009	31.18
			acct 10130236	505-6200-453.60-65	C30100	2/2009	324.00
						* Total	355.18
02/11/2009	92830	XCEL ENERGY	acct 5168679487	505-6200-453.40-10	C25000	2/2009	23,768.51
			acct 5168679487	505-6200-453.40-20	C25000	2/2009	22,572.44
						* Total	46,340.95
02/12/2009	92835	PETTY CASH - TERRI O'CON	vmcc	505-0000-101.04-00		2/2009 * Total	1,000.00 1,000.00
02/18/2009	92839	ADMINISTRATION RESOURCE	city of inver grove hgts	505-6200-453.30-55	C50000	2/2009 * Total	27.23 27.23
02/18/2009	92851	COMCAST	acct 8772105910277033	505-6200-453.50-70	C10000	2/2009 * Total	74.95 74.95
02/18/2009	92868	HENNING FIRE PROTECTION	city of inver grove	505-6200-453.40-40	C25000	2/2009 * Total	70.00 70.00
02/18/2009	92870	HOME DEPOT CREDIT SERVI	acct 6035322017128343	505-6200-453.60-12	C25000	2/2009 * Total	12.68 12.68
02/18/2009	92886	PETTY CASH	postage for paperwork ins	505-6200-453.50-35	C10100	2/2009	4.80
			tree storage bag	505-6200-453.60-65	C10000	2/2009	6.39
			postage paperwork ins	505-6200-453.50-35	C10100	2/2009 * Total	4.95 16.14
02/18/2009	92892	SAMY, BETH	movies	505-0000-352.02-00	C15500	2/2009 * Total	9.00 9.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/18/2009	92839	ADMINISTRATION RESOURCE	city of inver grove hgts	602-2100-415.30-55	** Fund Total	2/2009 * Total	.71 .71
30 Checks							55,267.21
02/11/2009	92707	BOYER TRUCKS - PARTS DI	CUST C20390	603-5300-444.40-41	** Fund Total	2/2009 * Total	.71 32.89 32.89
02/11/2009	92710	CARQUEST OF ROSEMOUNT	cust 614420	603-0000-145.50-00		2/2009	26.82
			cust 614420	603-5300-444.40-41		2/2009	34.02
			cust 614420	603-5300-444.40-41		2/2009	83.90
			cust 614420	603-5300-444.60-12		2/2009	12.59
			cust 614420	603-5300-444.40-41		2/2009	39.38
			cust 614420	603-0000-145.50-00		2/2009	6.33
			cust 614420	603-5300-444.40-41		2/2009	4.23
			cust 614420	603-0000-145.50-00		2/2009	68.91
			cust 614420	603-0000-145.50-00		2/2009	95.53
* Total							303.67
02/11/2009	92719	D & D INSTRUMENTS	city of inver grove hgts	603-5300-444.40-41		2/2009 * Total	17.02 17.02
02/11/2009	92720	DAKOTA CTY	epa id mnd007183841	603-5300-444.40-25		2/2009 * Total	96.30 96.30
02/11/2009	92728	DEY DISTRIBUTING	cust 11324	603-5300-444.40-40		2/2009 * Total	112.92 112.92
02/11/2009	92732	G & K SERVICES	acct 7494701	603-5300-444.40-65		2/2009	99.35
			acct 7494701	603-5300-444.60-45		2/2009	40.62
* Total							139.97
02/11/2009	92742	I-STATE TRUCK CENTER	ACCT 13468	603-5300-444.40-41		2/2009 * Total	4,355.13 4,355.13
02/11/2009	92747	J-C PRESS	inver grove hgts	603-5300-444.60-65		2/2009 * Total	117.43 117.43
02/11/2009	92752	KREMER SPRING & ALIGNME	ACCT CITY15	603-5300-444.40-41		2/2009	3,337.90
			cust city15	603-5300-444.40-41		2/2009	769.09
* Total							4,106.99
02/11/2009	92762	MACQUEEN EQUIPMENT INC	city of inver grove	603-5300-444.40-41		2/2009 * Total	1,494.47 1,494.47
02/11/2009	92768	MOTOR INFORMATION SYSTE	CUST ID 6514502557	603-5300-444.40-42		2/2009 * Total	1,500.00 1,500.00
02/11/2009	92769	MTI DISTRIBUTING CO	CUST 91180	603-5300-444.40-41		2/2009 * Total	104.01 104.01

Program: GM179L CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/11/2009	92779	POLFUS IMPLEMENT AT ROS	cust 402276	603-5300-444.40-42		2/2009	159.68
			CUST 91180	603-5300-444.40-42		2/2009	222.53
						* Total	382.21
02/11/2009	92789	R & R CARPET SERVICE	CITY OF INVER GROVE	603-5300-444.40-65		2/2009	69.23
						* Total	69.23
02/11/2009	92790	R & R SPECIALTIES OF WI	IGH VETERANS MEMORIAL	603-5300-444.40-41		2/2009	559.19
						* Total	559.19
02/11/2009	92811	TRACTOR SUPPLY CREDIT P	acct 6035301200183679	603-5300-444.40-41		2/2009	41.59
			acct 6035301200183679	603-5300-444.60-45		2/2009	62.65
						* Total	104.24
02/11/2009	92812	TRUCK UTILITIES, INC.	ACCT 154	603-5300-444.40-41		2/2009	544.53
						* Total	544.53
02/18/2009	92837	ACE PAINT & HARDWARE	cust 1126	603-5300-444.60-40		2/2009	20.22
						* Total	20.22
02/18/2009	92847	CANON BUSINESS SOLUTION	cust 1061833	603-5300-444.40-42		2/2009	114.87
						* Total	114.87
02/18/2009	92849	CARQUEST OF ROSEMOUNT	cust 614420	603-5300-444.60-12		2/2009	10.95
			cust 614420	603-5300-444.40-41		2/2009	83.90
			cust 614420	603-5300-444.40-41		2/2009	13.36
			cust 614420	603-5300-444.40-41		2/2009	31.89
			cust 614420	603-0000-145.50-00		2/2009	57.28
			cust 614420	603-5300-444.40-41		2/2009	10.62
			cust 614420	603-0000-145.50-00		2/2009	47.83
						* Total	170.15
02/18/2009	92850	CATCO PARTS SERVICE	cust 136090	603-5300-444.40-41		2/2009	21.47
						* Total	21.47
02/18/2009	92859	DON PIEHL	city of inver grove hgts	603-5300-444.40-41		2/2009	138.34
						* Total	138.34
02/18/2009	92861	ELECTRIC FIRE & SECURIT	city of inver grove hgts	603-5300-444.40-40		2/2009	385.00
						* Total	385.00
02/18/2009	92863	G & K SERVICES	cust 74947	603-5300-444.40-65		2/2009	99.35
			cust 74947	603-5300-444.60-45		2/2009	98.51
						* Total	197.86
02/18/2009	92865	GREEN LIGHTS RECYCLING	cust s1022	603-5300-444.40-25		2/2009	114.38
						* Total	114.38
02/18/2009	92866	HARMON AUTOGLASS - ROSE	acct 4452	603-5300-444.40-41		2/2009	245.40
			acct 4452	603-5300-444.40-41		2/2009	218.78
						* Total	464.18
02/18/2009	92868	HENNING FIRE PROTECTION	city of inver grove	603-5300-444.40-42		2/2009	156.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/18/2009	92874	MAXIMUM GRAPHICS	city of inver grove hgts	603-5300-444.60-65		* Total	156.00
						* 2/2009	121.16
						* Total	121.16
02/18/2009	92893	SHERWIN-WILLIAMS	cust 668254535	603-5300-444.40-40		* Total	10.70
						* 2/2009	10.70
						* Total	10.70
02/18/2009	92903	WATERLOO INDUSTRIES INC	city of inver grove hgts	603-5300-444.40-41		* Total	42.76
						* 2/2009	42.76
						* Total	42.76
02/18/2009	92905	XCEL ENERGY	cust 5152791130	603-5300-444.40-10		* Total	4,034.24
			cust 5152791130	603-5300-444.40-20		* 2/2009	2,223.06
						* Total	6,257.30
02/11/2009	92780	PRECISION DATA SYSTEMS	copy/color paper vmcc	604-2200-416.60-10	** Fund Total		22,254.59
			copy paper - vmcc	604-2200-416.60-10		* Total	514.50
			idicia/bar code envelopes	604-2200-416.60-10		* 2/2009	357.70
			window envelopes	604-2200-416.60-10		* Total	1,053.50
						* 2/2009	274.40
						* Total	2,200.10
02/11/2009	92799	SAM'S CLUB	acct 7715090061606950	604-2200-416.60-10		* Total	12.67
			acct 7715090061606950	604-2200-416.60-10		* 2/2009	13.28
						* Total	25.95
02/18/2009	92871	JACKSON HIRSH INC	cust 8803159	604-2200-416.60-10		* Total	81.52
						* 2/2009	81.52
02/18/2009	92881	OFFICE EQUIPMENT FINANC	acct 923425	604-2200-416.40-50		* Total	1,980.22
						* 2/2009	1,980.22
						* Total	1,980.22
02/11/2009	92760	LONE OAK COMPANIES	CITY OF INVER GROVE HGTS	605-3100-419.50-35	** Fund Total		4,287.79
						* Total	400.97
						* 2/2009	400.97
02/11/2009	92789	R & R CARPET SERVICE	CITY OF INVER GROVE	605-3100-419.40-65		* Total	124.50
						* 2/2009	124.50
						* Total	124.50
02/11/2009	92825	XCEL ENERGY	ACCT 5142529960	605-3100-419.40-10		* Total	4,643.09
			ACCT 5142529960	605-3100-419.40-20		* 2/2009	168.71
						* Total	4,811.80
02/18/2009	92845	BROTHERS MFG	city of inver grove hgts	605-3100-419.60-11		* Total	218.55
						* 2/2009	218.55
						* Total	36.00
02/18/2009	92868	HENNING FIRE PROTECTION	city of inver grove	605-3100-419.40-40		* Total	36.00
						* 2/2009	36.00
						* Total	992.01
02/18/2009	92883	ONVOY INC	acct 001555726455	605-3100-419.50-20		* Total	992.01
						* 2/2009	992.01
						* Total	992.01

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/18/2009	92902	USA MOBILITY WIRELESS I	acct 03174935	605-3100-419.40-40		2/2009	3.75
						* Total	3.75
					** Fund Total		6,587.58
02/11/2009	92697	ADVANCED TECHNOLOGY SYS	cust cityinver	606-1400-413.60-10		2/2009	1,132.84
						* Total	1,132.84
02/11/2009	92726	DELL MARKETING	cust 019368783	606-1400-413.60-65		2/2009	10.19
			cust 019368783	606-1400-413.40-49		2/2009	1,068.02
						* Total	1,078.21
02/18/2009	92858	DELL MARKETING	acct 019368783	606-1400-413.40-49		2/2009	493.88
			acct 019368783	606-1400-413.40-49		2/2009	389.90
			acct 019368783	606-1400-413.40-49		2/2009	48.04
						* Total	931.82
02/18/2009	92878	MN OFFICE OF ENTERPRISE	acct b00659	606-1400-413.30-70		2/2009	100.00
						* Total	100.00
02/18/2009	92882	OFFICE OF ENTERPRISE TE	acct 200b00171	606-1400-413.30-75		2/2009	311.81
						* Total	311.81
02/18/2009	92887	POSGUYS.COM	city of inver grove hgts	606-1400-413.40-49		2/2009	126.00
						* Total	126.00
02/18/2009	92906	XEROX DIRECT	cust 4019590	606-1400-413.60-41		2/2009	4,471.93
						* Total	4,471.93
					** Fund Total		8,152.61
02/11/2009	92704	ARAMARK REFRESHMENT SER	cust 39398x	702-0000-228.65-00		2/2009	73.55
						* Total	73.55
02/11/2009	92758	LEVANDER, GILLEN & MILL	client 81000E	702-0000-228.33-00		2/2009	22.00
			client 81000E	702-0000-228.38-00		2/2009	556.60
			client 81000E	702-0000-228.73-00		2/2009	3,943.00
			client 81000E	702-0000-228.75-00		2/2009	22.00
			client 81000E	702-0000-228.80-00		2/2009	55.00
			client 81000E	702-0000-229.35-00		2/2009	66.00
			client 81000E	702-0000-229.61-00		2/2009	55.00
						* Total	4,719.60
02/18/2009	92841	ARAMARK REFRESHMENT SER	cust 39398	702-0000-228.65-00		2/2009	14.89
						* Total	14.89
02/18/2009	92842	BARR ENGINEERING COMPAN	city of inver grove	702-0000-228.28-00		2/2009	3,735.89
						* Total	3,735.89
02/18/2009	92852	CULLIGAN	acct 157984732428	702-0000-228.63-00		2/2009	21.80
						* Total	21.80
02/18/2009	92857	DANNER LANDSCAPING	city of inver grove hgts	702-0000-229.22-00		2/2009	4,949.60

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/11/2009	92758	LEVANDER, GILLEN & MILL	client 81000E	703-5500-446.30-42	** Fund Total		13,515.33
						2/2009	216.00
						* Total	216.00
02/18/2009	92842	BARR ENGINEERING COMPAN	city of inver grove	703-5500-446.30-30	** Fund Total		939.00
						2/2009	939.00
						* Total	939.00
					*** Bank Total		1,569,436.10
				255 Checks	*** Grand Total		1,569,436.10

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Pay Voucher No. 8 for City Project No. 2003-15 – Northwest Area Trunk Utility Improvements**

Meeting Date: February 23, 2009  
 Item Type: Consent  
 Contact: Steve W. Dodge, 651.450.2541 *SWD*  
 Prepared by: Steve W. Dodge, Asst. City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director *ST* *LS*

**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: 2003-15 Project Funds

**PURPOSE/ACTION REQUESTED**

Consider Pay Voucher No. 8 for City Project No. 2003-15 – Northwest Area Trunk Utility Improvements.

**SUMMARY**

The improvements were ordered by the City Council on November 14, 2005. The contract was awarded to Ames Construction in the amount of \$9,537,706.15 on April 14, 2008.

The contractor has completed portions of the work through January 31, 2009 in accordance with the contract plans and specifications. A 5% retainage will be maintained until the project is completed.

Public Works recommends approval of Pay Voucher No. 8 in the amount of \$458,068.38 for City Project No. 2003-15 – Northwest Area Trunk Utility Improvements.

SWD/kf  
Attachments: Pay Voucher No. 8

CITY OF INVER GROVE HEIGHTS  
CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO. 8  
DATE: February 23, 2009  
PERIOD ENDING: January 31, 2009  
CONTRACT: Northwest Area Trunk Utility Improvements  
PROJECT NO: 2003-15

TO: Ames Construction, Inc.  
2000 Ames Drive  
Burnsville, MN 55306

A. Original Contract Amount.....\$9,537,706.15  
B. Total Additions (Change Orders No. 1 and No. 2) .....\$203,187.99  
C. Total Deductions .....  
D. TOTAL CONTRACT AMOUNT .....\$9,740,894.14  
E. TOTAL VALUE OF WORK TO DATE .....\$6,714,474.52  
F. LESS RETAINED (5%).....\$335,723.73  
G. Less Previous Payment.....\$5,920,682.41  
H. TOTAL APPROVED FOR PAYMENT THIS VOUCHER.....\$458,068.38  
I. TOTAL PAYMENTS INCLUDING THIS VOUCHER .....\$6,378,750.79

APPROVALS:

Pursuant to our field observations, I hereby recommend for payment the above stated amount for work performed through January 31, 2009.

Signed by:   
Scott Thureen, Public Works Director

12 Feb 09  
Date

Signed by:   
Kevin Klimmek, Ames Construction

2/12/09  
Date

Signed by: \_\_\_\_\_  
George Tourville, Mayor

\_\_\_\_\_  
Date

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Change Order No. 1 and Pay Voucher No. 3 for City Project No. 2008-10 – Ravine Ponds Improvement**

Meeting Date: February 23, 2009  
 Item Type: Consent  
 Contact: Scott D. Thureen, 651.450.2571  
 Prepared by: Scott D. Thureen, Public Works Director  
 Reviewed by: N/A

*SDT* *VT*

<b>Fiscal/FTE Impact:</b>	
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: Mn/DOT Cooperative Agreement Funds, Closed Bond Fund

**PURPOSE/ACTION REQUESTED**

Consider Change Order No. 1 and Pay Voucher No. 3 for City Project No. 2008-10 – Ravine Ponds Improvement.

**SUMMARY**

The contract was awarded in the amount of \$425,563.47 to S. M. Hentges & Sons, Inc. on October 27, 2008 for City Project No. 2008-10 – Ravine Ponds Improvement.

Change Order No. 1 is for additional services, with the majority of the cost associated with the removal of additional contaminated material, (see attached) and is funded through the project contingency fund.

The contractor has completed the work through January 31, 2009 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 \$127,987.14, for a revised contract amount of \$553,550.61, and Pay Voucher No. 3 in the amount of \$139,445.87 for work completed on City Project No. 2008-10 – Ravine Ponds Improvement.

SDT/kf

Attachments: Change Order No. 1  
Pay Voucher No. 3

**CHANGE ORDER NO. 1**

**CITY PROJECT NO. 2008-10  
RAVINE PONDS**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: February 16, 2009
Contractor: S.M. Hentges & Sons, Inc. 650 Quaker Avenue Jordan, MN 55352	Engineer: Kimley-Horn and Associates

<p align="center"><u>Purpose of Change Order</u></p> <p>See attached.</p>
---

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ 425,563.47	Original Contract Time:
Previous Change Orders N/A	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$ 425,563.47	Contract Time Prior to this Change Order
Net Increase of this Change Order \$ 127,987.14	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$ 553,550.61	Contract Time with Approved Change Orders
Recommended By: <u>Beth A. Engum</u> Beth A. Engum P.E.	Approved By: _____

Approved By:

Scott D. Thureen  
 Scott D. Thureen  
 Public Works Director

Approved By:

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

Date of Council Action:

2/23/09

## ATTACHMENT TO CHANGE ORDER NO. 1

### CITY PROJECT NO. 2008-10 RAVINE POND IMPROVEMENTS

#### Description of Changes:

**A. Placement of Excess Material on Krech Property**

The contractor was asked to place excess material generated from project construction on the adjacent Krech property in lieu of stockpiling for Mn/DOT's use on the East Frontage Road project. The work included stripping topsoil from the area and placing the excess material. The work was performed as time and materials.

Total Cost of Placing Excess Material = \$ 15,464.33

**B. Loss of Income for Trees Left on Site**

The contractor was required to leave cleared trees from the Nuorala property on site at the request of the property owner. The contractor's bid price included the sale of wood chips to a local power plant. The contractor agreed to be paid the material costs expected to be harvested from the 1 acre from which trees were cleared from the Nuorala property.

Total Cost for Lost Wood Material Income = \$ 1,675.80

**C. Rock Pile Removal**

The contractor moved an existing rock pile from the project area to the adjacent Krech property. The rock pile was included in the existing surface, therefore 243 CY was removed from the common excavation quantity. Payment for the work was paid as time and materials.

Total Cost for Rock Pile Removal = \$ 466.31

**D. Concrete Blanket Removal over Koch Pipeline**

A concrete blanket was found over the Koch Pipeline which did not show up in the aerial survey used for the design of the project. Per the direction of the Koch Pipeline representative the contractor removed sections of the blanket by hand. The additional work was paid as time and materials.

Total Cost for Concrete Blanket Removal = \$ 3,669.12

**E. Haul and Dispose of Additional Contaminated Material**

The estimated quantity based on the Phase II investigation for Item 2105.609 Haul and Dispose of Contaminated Material was 2,400 Ton with a bid price of \$14.65 per Ton. During removal operations, the contractor encountered more contaminated material than expected. A total of 3,504.48 Tons was disposed of over the contract amount of 2,400 Ton at the Contract Unit Price (\$14.65). A total of 2,510.52 tons over the Contract amount was disposed of at the \$18.15, with the additional costs attributed to County taxes for the additional contaminated material.

Total Cost to Haul and Dispose of Additional Contaminated Material = \$ 96,906.57

**F. Frost Ripping for Grading Operations**

Due to the additional contaminated material found on-site, the project was delayed. Per the mutual interest of the City and the Contractor, work continued during December and January when frost ripping was necessary to perform work. The additional work was paid as time and materials.

Total Cost for Frost Ripping = \$ 7,735.14

**G. Water Service Adjustment**

Resident water service was located in conflict of the storm sewer alignment. The contractor protected the service where possible, but was required to adjust the service in one location. The adjustment included cutting in 30 feet of slack into the water service. The additional work was paid as time and materials.

Total Cost for the Water Service Adjustment = \$ 1,747.50

**H. Construction Access Sign**

The contractor was directed to install a limited access sign to the Rechtzigel property per the agreement between the City and the resident. The additional work was paid as time and materials.

Total Cost for Access Sign = \$ 322.37

**Summary of Additional Services:**

<u>Additional Service</u>	<u>Additional Cost</u>
A. Placing Excess Material	\$ 15,464.33
B. Loss of Income for Trees	\$ 1,675.80
C. Rock Pile Removal	\$ 466.31
D. Concrete Blanket Removal	\$ 3,669.12
E. Additional Contaminated Material	\$ 96,906.57
F. Frost Ripping	\$ 7,735.14
G. Water Service Adjustment	\$ 1,747.50
H. Construction Access Sign	\$ 322.37
<b>Total Cost of Additional Services</b>	<b>\$ 127,987.14</b>

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

ESTIMATE NO: 3 (Three)  
DATE: January 6, 2009  
PERIOD ENDING: December 31, 2008  
CONTRACT: 2008-10 – Ravine Ponds Improvement  
PROJECT NO: 2008-10 – Ravine Ponds Improvement

TO: S. M. Hentges & Sons, Inc.  
650 Quaker Avenue  
Jordan, MN 55352  
952-942-5700

Original Contract Amount.....	\$425,563.47
Total Addition (Change Order No. 1).....	\$127,987.14
Total Deduction.....	\$0.00
Total Contract Amount.....	\$553,550.61
Total Value of Work to Date.....	\$512,649.73
Less Retained (5%).....	\$25,632.49
Less Previous Payment.....	\$347,571.37
Total Approved for Payment this Voucher.....	\$139,445.87
Total Payments including this Voucher.....	\$487,017.24

**Approvals:**

Pursuant to our field observation, I hereby recommend for payment the above stated amount for work performed through January 31, 2009.

Signed by:  February 17, 2009  
Scott D. Thureen, Public Works Director

Signed by: \_\_\_\_\_ Date \_\_\_\_\_  
S. M. Hentges & Sons, Inc.

Signed by: \_\_\_\_\_ February 23, 2009  
George Tourville, Mayor

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Approve Change Order with Emmons & Olivier Resources Inc.

---

Meeting Date: February 23, 2009  
 Item Type: Consent Agenda  
 Contact: Eric Carlson – 651.450.2587  
 Prepared by: Eric Carlson  
 Reviewed by: Eric Carlson – Parks & Recreation

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

**PURPOSE/ACTION REQUESTED**

Approve a change order in the consultant agreement with Emmons & Olivier Resources Inc. (EOR) for consulting work at Heritage Village Park. The change order is in the amount of \$5,672.50 and is the result of the City constructing a berm along the railroad tracks.

**SUMMARY**

The City has hired Emmons & Olivier Resources Inc. to perform a variety of tasks to assist the City in the development of Heritage Village Park. The Council has made the following approvals:

<b>Date of Approval</b>	<b>Comment</b>	<b>Amount</b>
September 24, 2007	Site Coordination	\$53,647
August 11, 2008	Prairie Restoration	\$6,200
November 10, 2008	Final Grading/Storm Water	<u>\$29,522</u>
<i>Sub Total</i>		<i>\$89,369</i>
Change Order	Berm Design/Storm Water	<u>\$5,672.50</u>
<b>Total</b>		<b><u>\$95,041.50</u></b>

On October 13, 2008 the Council approved the construction of a berm along the railroad tracks in Heritage Village Park. The berm’s design was not a part of the original scope of work the City has with EOR and thus a change order is requested. The costs outlined above do not include allowable expenses which are in addition to the approved amounts.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Pay Voucher #1 & Change Order #1 for Heritage Village Park Contract with Carl Bolander and Sons City Project 2005-07

---

Meeting Date: February 23, 2009  
Item Type: Consent Agenda  
Contact: Eric Carlson – 651.450.2587  
Prepared by: Eric Carlson  
Reviewed by: Eric Carlson – Parks & Recreation

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

**PURPOSE/ACTION REQUESTED**

Approve pay voucher #1 in the amount of \$9,000 and approve change order No. 1 in the amount of \$8,000 of which \$7,200 is being recommended for payment for a total payment of \$16,200 at this time.

The payment is funded by the Park Development and Acquisition Fund (Fund 402) City Project 2005-07

**SUMMARY**

At the November 8<sup>th</sup> Council Work Session, the Council was updated on work being performed at Heritage Village Park. One of the items that needed further investigation was how the City was going to clean up an approximately 70' x 700' area in the flood plain forest portion of the park which has concrete, railroad ties, and general household garbage scattered about.

Ultimately, the Council approved hiring Carl Bolander and Sons in an amount not to exceed \$10,000 for the work. After the work began it was determined that the area needed to be made larger, thus changing the scope of work and adding a cost of \$8,000 to the clean up. The total clean-up cost is now \$18,000.

CITY OF INVER GROVE HEIGHTS  
CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO.        1  
DATE:                February 17, 2009  
PERIOD ENDING:    February 11, 2009  
CONTRACT:         Heritage Village Park Flood Plain Forest Clean-up  
PROJECT NO:        2005-07

TO:    Carl Bolander and Sons Inc  
       Attn: Tim Gillen  
       251 Starkey St  
       PO Box 7216  
       St Paul MN 55107.

A.	Original Contract Amount.....	\$10,000
B.	Total Addition (Change Order No. 1).....	\$8,000
C.	Total Deductions .....	NA
D.	TOTAL CONTRACT AMOUNT.....	\$18,000
E.	TOTAL VALUE OF WORK TO DATE .....	\$16,200
F.	LESS RETAINED 0% .....	\$0
G.	Less Previous Payment.....	\$0
H.	TOTAL APPROVED FOR PAYMENT THIS VOUCHER.....	\$16,200
I.	TOTAL PAYMENTS INCLUDING THIS VOUCHER.....	\$16,200

APPROVALS:

Pursuant to our field observations, I hereby recommend for payment the above stated amount for work performed through February 17, 2009.

Signed by: \_\_\_\_\_

\_\_\_\_\_ Date

Signed by: \_\_\_\_\_

George Tourville, Mayor

\_\_\_\_\_ Date

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Consider 2009-10 Ice Rates for the VMCC

---

Meeting Date: February 23, 2009  
Item Type: Consent Agenda  
Contact: Michael Sheggeby 651.450.2514  
Prepared by: Michael Sheggeby  
Reviewed by: Eric Carlson – Parks & Recreation

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

**PURPOSE/ACTION REQUESTED**

Consider 2009-10 Ice Rates for the VMCC.

**SUMMARY**

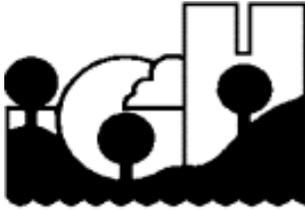
The Council is asked to establish ice rates each year as outlined in Section 3.1.1 of the lease agreement between the City of Inver Grove Heights and Independent School District 199 for the Armory and for the Inver Gove Heights Veteran’s Memorial Community Center (VMCC). Doing so will allow the City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

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

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

The CCAC met Thursday February 5<sup>th</sup> and reviewed the ice rate market date as follows as attached.

At the February 11<sup>th</sup> Park and Recreation Advisory Commission meeting the Commission adopted the presented ice time rates for 2009-2010 on a 6 to 1 vote.



City of Inver Grove Heights  
Veteran's Memorial Community Center

2009  
Ice Rate Study

Arena	2009 Prime	2009 Non- Prime	2010 Prime	2010 Non- Prime
Cottage Grove	\$200	\$115	\$200	\$120
Eagan	\$180	\$112	NA	NA
Lakeville	\$200	\$145	\$205	\$145
Rosemount	\$175	\$125	\$175	\$125
South St Paul	\$180	\$145	\$200	\$150
West St Paul	\$170	NA	\$180	\$180
Edina	\$170	\$120	\$180	\$130
Burnsville	\$190	\$140	\$200	\$155
Minnetonka	\$170	NA	\$175	\$175
Parade (Minneapolis)	\$165	\$145	\$170	\$140
Average	\$180	\$131	\$187	\$147
Maximum Market Rate 5% greater than average	\$191	\$147	\$197	\$154
Current VMCC Rate	\$185	\$130		
Proposed VMCC Rate			\$190	\$140

**Notes:**

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

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Consider Approval of 2009 Tree Replacement Fund Expenditures

---

Meeting Date: February 23, 2009  
 Item Type:  
 Contact: Mark Borgwardt – 651-450-2581  
 Prepared by: Mark Borgwardt  
                   Brian Swoboda  
 Reviewed by: Eric Carlson

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Consider approval of the proposed 2009 Tree Replacement Plan, as recommended unanimously by PRAC at their February 11, 2009 meeting.

**SUMMARY**

**Background:**

The Commission and Council approved the Tree Preservation Mitigation Fund and Tree Replacement Plan Policy in early 2003. (See attached). The purpose of the policy is to provide criteria for the expenditure of funds in the City of Inver Grove Heights Tree protection and Preservation Fund. The policy provides for expenditures of up to 50% of the fund in any given year. The current balance in the Tree Protection and Preservation Mitigation Fund (Fund 443) is approximately \$68,982 (50% = \$34,492).

The following is the recommended 2009 expenditures:

**Proposed 2009 Tree Preservation Fund**

<b>Project</b>	<b>Description</b>	<b>Quantity</b>	<b>Cost</b>
Harmon Reserve	Tree Seedlings	150	\$250
Salem Hills Nursery	Bareroot Trees	25	\$750
City Parks/Property	Tree Spading	10	\$2000
City Parks/Property	Container Trees	15	\$2000
City Parks/Property	B&B Trees	10	\$3000
City Parks/Property	Shrubs		\$500
City Parks/Property	Landscape Mulch	150 yds	\$4000
City Parks/Property	Contract Tree Removal	Stumping/Pruning/Maintenance	\$8000
City Parks/Property	Herbicide Chemical		\$500
<b>Total</b>			<b>\$21,000</b>

While the policy allows for the expenditure of up to 50% of the fund balance, we don't expect much development activity in 2009 based on the economy.

# **POLICY**

## **TREE PRESERVATION MITIGATION FUND**

### **TREE REPLACEMENT PLAN**

#### **PURPOSE AND INTENT OF POLICY**

The purpose of this policy is to provide criteria for the expenditure of funds in the City of Inver Grove Heights Tree Protection and Preservation Fund. The intent is the enhancement of the city's forest resource.

#### **POLICY**

Funds may be used as follows:

##### **1. Reforestation Program**

The Reforestation Program includes the purchase and planting of trees on public land including, but not limited to city parks, city golf course, city nursery, storm sewer retention ponds, open space and limited road right-of-way such as Cahill Ave. between Upper 55<sup>th</sup> St. and 80<sup>th</sup> St. with community-wide significance. Costs may include tree purchase, planting, and a maintenance period (i.e. irrigation, tree staking, fertilization, pruning, etc.) until the tree(s) becomes established.

##### **2. Special Needs**

In the event of a natural disaster or other identifiable special need, funds may be contributed to other city sponsored reforestation programs.

#### **CONTINUANCE OF POLICY**

This policy shall apply only to funds received specifically from Tree Protection and Preservation Mitigation Fund (Code 515.90 Subd 28) from applications to the City. At no time may the fund deplete by more than 50%, or to less than \$10,000 in any given year, without the express consent of the City Council.

#### **RESPONSIBILITY**

The Director of Parks and Recreation and the City Administrator shall have primary responsibility for the implementation and coordination of this policy per Code 515.90 Subd 28. An annual tree replacement plan, prepared by Parks Division, will be submitted for Park and Recreation Advisory Commission review and City Council approval.

Approved by the Inver Grove Heights City Council 2/10/03

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Consider Approval of Interest Charge for Past Due Accounts for Parks and Recreation\VMCC

---

Meeting Date: February 23, 2009  
Item Type: Consent Agenda  
Contact: Eric Carlson – 651.450.2587  
Prepared by: Eric Carlson  
Reviewed by: Eric Carlson – Parks & Recreation

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

**PURPOSE/ACTION REQUESTED**

It is recommended that the Council set the interest rate on accounts past due in excess of 30-days at 3.33% monthly effective June 1, 2009.

**SUMMARY**

The Parks and Recreation Department currently charges an interest rate of 2% for any customer that has an outstanding balance past due by 30 days. Conversely, the City charges water and sewer customers' 10% per quarter which equals 3.33% monthly. Staff is requesting that the Council set a rate in Parks and Recreation equal to that of our water and sewer customers.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Consider Approval of Soil Borings and Funding Source for Property Located in the SW Corner of Hwy 52 and 80th

---

Meeting Date: February 23, 2009  
 Item Type: Consent Agenda  
 Contact: Eric Carlson – 651.450.2587  
 Prepared by: Eric Carlson  
 Reviewed by: Eric Carlson – Parks & Recreation

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

**PURPOSE/ACTION REQUESTED**

Consider authorization and approval to hire American Engineering Testing, Inc. in an amount not to exceed \$3,000 to perform soil boring work on property the City is considering purchasing from MN DOT in the SW corner of Hwy 52 and 80<sup>th</sup>. Funding for the soil borings would come from the Capital Facilities Fund (Fund 400).

**SUMMARY**

The City has an interest in controlling the development of the property located in the SW corner of Hwy 52 and 80<sup>th</sup>. The property is 2.26 acres in size and was acquired by the State of Minnesota for the construction of Hwy 52. The property is guided as public\institutional.

While there could be multiple uses for the property if acquired by the City, one of the potential uses includes increased parking for the city campus. Preliminary information suggests that 160 – 230 parking stalls could be created on the site depending on the configuration.

The City received two proposals for this work as follows:

American Engineering Testing Inc.	\$2,400
Braun Intertec	\$2,490

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Consider Approval of Infrared Survey of the VMCC/Grove

---

Meeting Date: February 23, 2009  
Item Type: Consent Agenda  
Contact: Michael Sheggeby 651.450.2514  
Prepared by: Michael Sheggeby  
Reviewed by: Eric Carlson – Parks & Recreation

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

**PURPOSE/ACTION REQUESTED**

Consider approval of Infrared Survey of the VMCC/Grove. Staff is recommending Infrared Consulting in an amount not to exceed \$3,500. The VMCC operating budget will fund this expenditure.

**SUMMARY**

Earlier this month staff discovered several roof leaks and moisture coming from the exterior of the VMCC/Grove. To aid in the determining the extent and exact moisture issues of the roof and building exterior staff has received quotes for doing an infrared assessment of the roof and exterior building envelope. Staff also recommends doing an electrical infrared scan of the buildings electrical systems as a preventive maintenance measure.

Expenditure would be funded from VMCC operating budget.

Infrared Consulting \$3,250  
Infrared Inspections \$3,340

Infrared assessments are a valuable tool in aiding in repair and preventive maintenance because it shows issues/potential issues that can't be seen during a visual inspection.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Resolution Approving Individual Project Order (IPO) No. 5C with Kimley-Horn and Associates, Inc. for City Project No. 2007-17, Clark Road Improvements**

Meeting Date: February 23, 2009  
 Item Type: Consent  
 Contact: Scott D. Thureen, 651.450.2571  
 Prepared by: Scott D. Thureen, Public Works Director  
 Reviewed by: *SDT*

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Consider resolution approving Individual Project Order (IPO) No. 5C with Kimley-Horn and Associates, Inc. for City Project No. 2007-17, Clark Road Improvements.

**SUMMARY**

Individual Project Orders No. 5, 5A and 5B included the preparation of the feasibility study, the final design for the project and some construction phase services. The subject IPO includes additional final design services required to coordinate with the Southern Sanitary Sewer project and to address Mn/DOT plan review comments.

I recommend approval of the resolution approving IPO No. 5C in the amount of \$15,700.

SDT/kf  
 Attachments: Resolution  
 IPO No. 5C

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

**RESOLUTION APPROVING INDIVIDUAL PROJECT ORDER NO. 5C WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR CITY PROJECT NO. 2007-17 – CLARK ROAD EXTENSION FROM T.H. 52 TO BRIGGS DRIVE**

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

**WHEREAS**, City Council approved Individual Project Order Nos. 5, 5A and 5B with Kimley-Horn and Associates, Inc. for design work for Clark Road from T.H. 52 to Briggs Drive; and

**WHEREAS**, Kimley-Horn and Associates, Inc. has submitted Individual Project Order (IPO) No. 5C for additional work.

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

1. Individual Project Order (IPO) No. 5C with Kimley-Horn and Associates, Inc. for the following work is hereby approved:

<u>Clark Road Extension (2007-17)</u>	
Additional Final Design Costs	\$14,800
Reimbursable Expenses	<u>900</u>
	\$15,700

2. The City is authorized to enter into IPO No. 5C with Kimley-Horn and Associates, Inc.

Adopted by the City Council of Inver Grove Heights, Minnesota this 23<sup>rd</sup> day of February 2009.

AYES:

NAYS:

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

ATTEST:

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

INDIVIDUAL PROJECT ORDER NUMBER 5C

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and the City of Inver Grove Heights (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated October 31, 2005, which is incorporated herein by reference.

Identification of Project: Clark Road Improvements  
City Project 2007-17

General Category of Services: Additional Final Design Phase Services

Specific Scope of Basic Services: See details in attached Scope of Services (Exhibit A).

Additional Services if Required: None identified at this time.

Schedule: See attached Exhibit C

Deliverables: Final Construction Plans and Specifications  
Mn/DOT Municipal Agreement Approval

Method of Compensation: To be billed on an hourly (cost plus) basis consistent with our current hourly rate schedule. See attached Exhibit B.

Special Terms of Compensation: None

Other Special Terms of Individual Project Order: None

ACCEPTED:

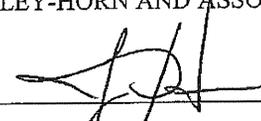
CITY OF INVER GROVE HEIGHTS

BY: \_\_\_\_\_

TITLE: Mayor \_\_\_\_\_

DATE: February 23, 2009 \_\_\_\_\_

KIMLEY-HORN AND ASSOCIATES, INC.

BY:  \_\_\_\_\_

TITLE: Vice President \_\_\_\_\_

DATE: 2/16/09 \_\_\_\_\_

EXHIBIT A  
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO. 5C

CLARK ROAD IMPROVEMENTS  
CITY PROJECT 2007-17

Previous IPO's No. 5, 5A and 5B included feasibility study, final design, and construction phase services for the Clark Road Improvements, City Project 2007-17. This IPO includes additional final design phase services for the project as requested and/or required by City and Mn/DOT staff and is detailed below.

A. Topographic Survey

Improvements included in both the Southern Sanitary Sewer System (C.P. 2003-03) and Clark Road projects require relocation of existing Xcel Energy poles. In order to facilitate moving the power poles one time only, grading in the area of the proposed Clark Road extension was added to the C.P. 2003-03 contract and completed in 2008. Topographic survey of this area was required such that the new existing conditions could be incorporated into the Clark Road plans. Gorman Surveying performed this work as a sub-consultant to Kimley-Horn.

B. Cross Sections

Additional final design services were required to re-do the proposed roadway cross sections to incorporate the modified existing conditions resulting from the grading work performed as part of C. P. 2003-03. Earthwork volumes were recomputed in order to update earthwork quantities and the summary.

C. Utility Pole Coordination

Additional final design services were required for coordination with Xcel Energy and a property owner for future relocation of the utility pole at the southwest corner of the intersection of TH 52 and Clark Road. Coordination included conversations with representatives from Xcel Energy, the property owner, and City staff as well as drafting of a letter to the property owner on behalf of the City.

D. Additional Meetings

Additional final design services were required for a presentation at the December 8, 2008 Council work session to provide an update on the status of the project. An additional private utility coordination meeting was also necessary as a design meeting is a requirement of the Mn/DOT Cooperative Agreement approval process.

E. Cooperative Agreement Review

Additional final design services were required to address Mn/DOT Cooperative Agreement review comments.

EXHIBIT B  
ESTIMATED COSTS

INDIVIDUAL PROJECT ORDER (IPO) NO. 5C

CLARK ROAD IMPROVEMENTS  
CITY PROJECT 2007-17

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

<u>Services</u>	<u>Fee Basis</u>	<u>Total Cost</u>
A. Topographic Survey	Hourly	\$ 600
B. Cross Sections		\$ 3,500
C. Utility Pole Coordination		\$ 2,500
D. Additional Meetings		\$ 2,200
E. Cooperative Agreement Review		\$ 6,000
Subtotal		\$ 14,800
<u>Reimbursable Expenses</u>		\$ 900
Total		\$ 15,700

Reimbursable expenses (copy/printing charges, plotting, mileage, delivery charges, faxes, etc.) will be charged as an office expense at 6.0% of the labor fee. Subconsultant costs will be billed directly to the City with no Kimley-Horn markup.

Our total estimated not-to-exceed cost for the scope of services included as a part of this IPO is, therefore, \$15,700 including all labor and reimbursable expenses.

EXHIBIT C  
SCHEDULE

INDIVIDUAL PROJECT ORDER (IPO) NO. 5C

CLARK ROAD IMPROVEMENTS  
CITY PROJECT 2007-17

Work will be completed based upon a schedule agreed upon with the City of Inver Grove Heights. The schedule for the project is dependent upon receipt of Mn/DOT Cooperative Agreement approval. A possible schedule for the project is as follows:

Bid Opening	April 2009
Start Construction	May 2009
Construction Complete	October 2009

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Resolution Approving Individual Project Order No. 11A with Kimley-Horn and Associates, Inc. for City Project No. 2008-11 – Southern Sanitary Sewer, Eastern Segment.**

Meeting Date: February 23, 2009  
Item Type: Consent  
Contact: Scott D. Thureen, 651.450.2571  
Prepared by: Scott D. Thureen, Public Works Director  
Reviewed by: *SDT*

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

**PURPOSE/ACTION REQUESTED**

Consider resolution approving Individual Project Order (IPO) No. 11A for City Project No. 2008-11 – Southern Sanitary Sewer, Eastern Segment.

**SUMMARY**

On February 11, 2008, the City Council approved IPO No. 9 with Kimley-Horn and Associates, Inc. to prepare the feasibility study for the subject project. On March 24, 2008, the Council authorized the preparation of construction plans and specifications and authorized advertisement for bids.

On May 27, 2008, the City Council approved IPO No. 11 which covered the cost of plan and specification preparation, bidding assistance, updating the assessment roll based on bid results, and acquiring necessary construction permits.

IPO No. 11A covers the cost of the preparation of the amendment to the Feasibility Report, additional final design costs associated with revisions to address concerns of Swift Transportation and I-State, and some construction phase services.

I recommend approval of the resolution approving Individual Project Order No. 11A for City Project No. 2008-11 – Southern Sanitary Sewer, Eastern Segment in the amount of \$31,000.

SDT/kf  
Attachments: Resolution  
IPO No. 11A

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

**RESOLUTON APPROVING INDIVIDUAL PROJECT ORDER NO. 11A WITH KIMLEY-HORN  
AND ASSOCIATES, INC. FOR CITY PROJECT NO. 2008-11 – SOUTHERN SANITARY  
SEWER, EASTERN SEGMENT**

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

**WHEREAS**, City Council approved the preparation of a feasibility study for City Project No. 2008-11 – Southern Sanitary Sewer, Eastern Segment on February 11, 2008; and

**WHEREAS**, on March 24, 2008, City Council authorized preparation of construction plans and specifications, authorized advertisement for bids, and (on May 27, 2008) approved Individual Project (IPO) No. 11 for those tasks; and

**WHEREAS**, Kimley-Horn and Associates, Inc. has submitted IPO No. 11A for additional feasibility phase, final design phase, and construction phase services as requested by the City of Inver Grove Heights.

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

1. Individual Project Order No. 11A with Kimley-Horn and Associates, Inc. for the following work is hereby approved:

<u>Southern Sanitary Sewer, Eastern Segment</u>	
Additional Feasibility Study Services	\$1,500
Additional Final Design Phase Services	\$7,600
Construction Phase Services	\$20,500
Reimbursable Expenses	<u>\$1,400</u>
Total	\$31,000

2. The City is authorized to enter into IPO No. 11A with Kimley-Horn and Associates, Inc.

Adopted by the City Council of Inver Grove Heights, MN this 23<sup>rd</sup> day of February 2009.

AYES:  
NAYS:

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

ATTEST:

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

INDIVIDUAL PROJECT ORDER NUMBER 11A

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and City of Inver Grove Heights (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated October 31, 2005, which is incorporated herein by reference.

Identification of Project: Southern Sanitary Sewer - East Segment Improvements  
City Project 2008-11

General Category of Services: Additional Feasibility Study and Final Design Phase Services, Construction Phase Services

Specific Scope of Basic Services: Additional feasibility study and final design phase services and construction phase services for the Southern Sanitary Sewer - East Segment Improvements. See attached Exhibit A for a more detailed summary of the scope of services.

Additional Services if Required: None identified at this time.

Schedule: See attached Exhibit C.

Deliverables: Amended Feasibility Report  
Final Construction Plans  
Railroad Permit  
Approved Shop Drawings

Method of Compensation: To be billed on an hourly (Cost Plus) basis consistent with our current hourly rate schedule. See attached Exhibit B.

Special Terms of Compensation: None

Other Special Terms of Individual Project Order: None

ACCEPTED:

CITY OF INVER GROVE HEIGHTS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: Mayor \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: February 23, 2009 \_\_\_\_\_

DATE: \_\_\_\_\_

EXHIBIT A  
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO. 11A

SOUTHERN SANITARY SEWER - EAST SEGMENT IMPROVEMENTS  
CITY PROJECT 2008-11

Previous IPO No. 11 included final design phase services for the Southern Sanitary Sewer - East Segment Improvements. This IPO includes additional feasibility study and final design phase services as well as construction phase services for the Southern Sanitary Sewer - East Segment Improvements.

**1. Feasibility Study Services**

- A. An amendment to the feasibility report was required to revise the proposed benefitting acreages and to present possible financing options for the Swift and I-State properties for the Council's consideration. Revisions to the preliminary assessment rolls were required as part of the amendment.

**2. Final Design Services**

Additional services have been requested by City staff and/or were required for the final design phase of the project as follows:

- A. Based on conversations with representatives from I-State, City staff directed us to design a 600 foot sanitary sewer lateral along 111<sup>th</sup> Street. Revisions to the proposed trunk sanitary sewer were required to accommodate the lateral. Additional topographic survey was required and performed by Gorman Surveying, a Kimley-Horn sub consultant. Three additional plan sheets were added to the construction plans for the southern portion of the project. A separate schedule, including the lateral improvements as a bid alternate, was added to the bid form included in the contract documents for the southern project.
- B. Additional final design phase services were requested by City staff for the review of Mn/DOT East Frontage Road construction documents (plans and technical specifications) which included the northern portion of the East Segment sanitary sewer. Kimley-Horn also reviewed a draft of the agreement between Mn/DOT and the City for the utility work to be included in the Mn/DOT project as well as the maintenance of roadway and storm sewer.
- C. Preparation of a Union Pacific Railroad encroachment permit is required for the project due to the fact that construction is proposed within existing railroad right-of-way.

### 3. Construction Phase Services

Construction phase services for the project will include the following:

#### A. Contract Preparation

Upon award of the contract by City Council, we will prepare a Notice of Award and an Agreement for the project. We will distribute copies of these documents to the contractor and coordinate their execution with City staff. We will also work with City staff to obtain the necessary Insurance Certificate.

#### B. Construction Staking Services

For the construction staking of the project Gorman Surveying will be our subcontractor.

#### C. Shop Drawing Review

We will review and approve shop drawings for the project submitted by the Contractor. We have assumed that this will include review of the following shop drawing submittals:

- Watermain
- Sanitary Sewer
- Storm Sewer

#### D. Meetings

We will attend weekly construction meetings on an as-needed basis in addition to the pre-construction meeting. We have assumed attendance at up to 6 meetings will be required throughout construction of the project improvements.

#### E. Construction Design Revisions

We will provide construction design revision assistance as needed.

EXHIBIT B  
ESTIMATED COSTS

INDIVIDUAL PROJECT ORDER (IPO) NO. 11A

SOUTHERN SANITARY SEWER - EAST SEGMENT IMPROVEMENTS  
CITY PROJECT 2008-11

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

Services	Fee Basis	Total Cost
1. Feasibility Study	Hourly	
A. Amendment to Feasibility Report		\$ 1,500
2. Final Design Phase	Hourly	
A. 111 <sup>th</sup> Street Lateral		\$ 5,400
B. Review of Construction Documents & Agreement (Mn/DOT Project)		\$ 1,200
C. Railroad Permit		\$ 1,000
3. Construction Phase	Hourly	
A. Contract Preparation		\$ 2,000
B. Construction Staking Services		\$ 7,500
C. Shop Drawing Review		\$ 3,000
D. Meetings		\$ 5,000
E. Construction Design Revisions		\$ 3,000
Subtotal		\$ 29,600
Reimbursable Expenses		\$ 1,400
Total		\$ 31,000

Reimbursable expenses (copy/printing charges, plotting, mileage, delivery charges, faxes, etc.) will be charged as an office expense at 6.0% of the labor fee. Subconsultant costs will be billed directly to the City with no Kimley-Horn markup.

Our total estimated not-to-exceed cost for the scope of services included as a part of this IPO is, therefore, \$ 31,000 including all labor and reimbursable expenses.

EXHIBIT C  
SCHEDULE

INDIVIDUAL PROJECT ORDER (IPO) NO. 11A

SOUTHERN SANITARY SEWER - EAST SEGMENT IMPROVEMENTS  
CITY PROJECT 2008-11

Work will be completed based upon a schedule agreed upon with the City of Inver Grove Heights. The current schedule for the project is as follows:

Bid Opening (Southern Portion)	February 26, 2009
Mn/DOT E Frontage Rd Bid Opening	February 27, 2009
E Frontage Rd Construction	April – Sept. 2009
Construction (Southern Portion)	August – Oct. 2009

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Resolution Approving Work Order No. 8 with Barr Engineering Company and Authorizing the City Attorney to begin Easement Acquisition for City Project No. 2009-09D – South Grove Street Reconstruction Area 4**

Meeting Date: February 23, 2009  
 Item Type: Consent  
 Contact: Steve W. Dodge, 651.450.2541  
 Prepared by: Steve W. Dodge, Asst. City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director

*SW*

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

**PURPOSE/ACTION REQUESTED**

Consider a resolution approving Work Order No. 8 with Barr Engineering Company and authorizing the City Attorney to begin Easement Acquisition for City Project No. 2009-09D – South Grove Street Reconstruction Area 4.

**SUMMARY**

Basin JP-1 is a landlocked basin with no storm outlet. For the South Grove Area 4 project, Barr's Watershed Model for this area will be updated and a report completed to determine the implications, and costs of leaving the basin landlocked. The report, with a not-to-exceed expense of \$4,500, will identify any effects and costs to mitigate flooding of structures and property near the basin. If it is determined that it is feasible for basin JP-1 to remain landlocked, there will be no need for completing the proposed XP-SWMM hydrologic modeling for basins JP-1 and JP-2. If the study determines that basin JP-1 requires an outlet, the information gathered during the first phase will be transferable to the XP-SWMM hydrologic model. At a cost of \$14,500, Barr will utilize the XP-SWMM model to analyze and review the storm water impacts of adding an outlet to basin JP-1, the impact on the downstream JP-2 watershed, including the existing storm management system through the South Grove Area 5 (2010) project, and the outlet to the Mississippi River.

If an outlet to JP-1 is required, the City Attorney and Public Works Director are requesting authorization to begin easement acquisition for the South Grove Area 4 project in order to meet the project timeline and come to an agreement with the affected parcels. The main parcel affected is the School District property adjacent to Clayton Avenue East.

I recommend adopting the resolution approving Work Order No. 8 with Barr Engineering Company in the amount of \$19,000 and authorizing the City Attorney to begin easement acquisition for City Project No. 2009-09D.

SWD/kf

Attachments: Barr Engineering Work Order No. 8  
 Preliminary Easement Map  
 Resolution

**Work Order No. 8**

**Services to be Furnished Under the Agreement**

**Applicable to Agreement Dated March 30, 2007**

**between**

**Barr Engineering Co. (Barr)**  
4700 W. 77th Street  
Minneapolis, MN 55435-4803

City of Inver Grove Heights (Client)  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

**Designated Representative:**  
James Langseth

**Designated Representative:**  
Steve Dodge

**I. Scope Language**

Barr will use the Barr Watershed Model to assess the feasibility of leaving JP-1 a landlocked basin. The scope of work includes verifying the assumptions used in the existing model, modeling the 10-day snowmelt event, and assessing the feasibility of flood proofing any homes that would not meet the City's low opening criteria for landlocked basins. Barr will incorporate low floor/low opening elevation information of adjacent homes as well as any anecdotal and/or historic water elevation information for JP-1 provided by the City. Barr's deliverable will be a report that summarizes the results of the modeling effort, a feasibility analysis of flood proofing adjacent homes and an analysis of options available to the City.

Upon receiving authorization from the City, if it is determined that an outlet from JP-1 is necessary, Barr will develop a new XP-SWMM model of the JP-1 and JP-2 subwatersheds. The JP-1 subwatershed will be modeled as a single node, and will include a new outlet structure that would comply with the City's Pond Skimmer Outlet standard detail. Barr will model a suite of five 100-year storm events with the goal of keeping the 100-year flood elevation at or below 849.4.

The JP-2 subwatershed will be subdivided to the catch basin level of detail for the proposed storm sewer network. The model will extend from JP-1 to the ravine downstream of Concord Boulevard. Barr will model a suite of five 100-year storm events and will track the hydraulic grade line of the drainage system to identify any areas that could experience flooding. Barr will use plan-and-profile information (provided by the City) of the entire proposed storm sewer network upstream of the ravine east of Concord Boulevard to develop the model.

Barr's deliverable for the XP-SWMM modeling effort will be a memorandum summarizing the results of the JP-1 outlet and storm sewer analysis. Barr will also provide a sketch of the design elements of the JP-1 outlet structure, including pipe diameters and invert elevations, to the City and Kimley-Horn.

Barr will prepare a new work order and cost estimate if the City requires any additional follow-on services that may be necessary depending on the results of Barr's assessments (additional flooding analysis of JP-1, storm sewer design, etc.).

**II. Maximum Compensation and Assumptions ("Service Assumptions") Upon Which Maximum is Based**

The estimated compensation and assumptions are presented in the following table:

<b>Task</b>	<b>Estimated Cost</b>	<b>Comments</b>
JP-1 Landlocked Basin Feasibility Study	\$4,500	Costs not to exceed estimated amount without prior authorization from the City.  Study will be completed by March 5 <sup>th</sup> .
JP-1 & JP-2 XP-SWMM Modeling	\$14,500	This task will be completed within four weeks of receiving authorization to proceed from the City.  Costs not to exceed estimated amount without prior authorization from the City.
<b>Estimated Total for Maximum Compensation</b>	<b>\$19,000</b>	

**III. Schedule and Assumptions upon Which Schedule is Based**

Project schedules have been included in the comments section of the table in Section 2.

ACCEPTED AND AGREED TO:

BARR ENGINEERING COMPANY

CITY OF INVER GROVE HEIGHTS

By: \_\_\_\_\_  
Jim Langseth

By: \_\_\_\_\_  
George Tourville

Title: Vice President

Title: Mayor

Date: \_\_\_\_\_

Date: 2-23-2009

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

**RESOLUTION APPROVING BARR ENGINEERING COMPANY WORK ORDER NO. 8 AND  
AUTHORIZING CITY ATTORNEY TO BEGIN EASEMENT ACQUISITION FOR CITY PROJECT NO.  
2009-09D – SOUTH GROVE STREET RECONSTRUCTION AREA 4**

**WHEREAS**, a feasibility report was approved and a public hearing ordered for March 23, 2009 on January 26, 2009; and

**WHEREAS**, the City Council approved a general services agreement dated March 30, 2007, with Barr Engineering Company; and

**WHEREAS**, Barr Engineering Work Order No. 8 involves the tasks required to model and review the storm water characteristics of watershed JP-1, a landlocked basin, with or without an outlet; and if necessary, the downstream impacts of adding a storm water outlet to the landlocked basin.

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

1. Barr Engineering Company Work Order No. 8 is approved.
2. The City Attorney is authorized to begin easement acquisitions for the project.

Adopted by the City Council of Inver Grove Heights this 23<sup>rd</sup> day of February 2009.

AYES:

NAYS:

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

ATTEST:

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



**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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PERSONNEL ACTIONS

Meeting Date: February 23, 2009  
Item Type: Consent  
Contact: Jenelle Teppen, Asst. City Admin  
Prepared by: Amy Brinkman, H.R. Coordinator  
Reviewed by: n/a

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

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

Please confirm the seasonal/temporary employment of: Adam Larpenteur

Please confirm the termination of seasonal/temporary employment of: Dalton Mills.

ROGER C. MILLER  
TIMOTHY J. KUNTZ  
DANIEL J. BEESON  
\*KENNETH J. ROHLF  
◊STEPHEN H. FOCHLER  
◊JAY P. KARLOVICH  
ANGELA M. LUTZ AMANN  
\*KORINE L. LAND  
ANN C. O'REILLY  
◻\*DONALD L. HOEFT  
DARCY M. ERICKSON  
ROBIN M. HENNIX  
DAVID S. KENDALL  
JEROME M. PORTER  
BRIDGET McCAULEY NASON  
•  
HAROLD LEVANDER  
1910-1992  
•  
ARTHUR GILLEN  
1919 - 2005  
•  
ROLLING H. CRAWFORD  
RETIRED  
•  
\*ALSO ADMITTED IN WISCONSIN  
◊ALSO ADMITTED IN NORTH DAKOTA  
◊ALSO ADMITTED IN MASSACHUSETTS  
◻ALSO ADMITTED IN OKLAHOMA

# MEMO

**TO: Inver Grove Heights Mayor and City Councilmembers**  
**FROM: Timothy J. Kuntz, City Attorney**  
**DATE: February 19, 2009**  
**RE: Public Safety Addition and City Hall Renovation Project –  
Project Labor Agreement**

**Section 1. Background.** In the past, the City has entered into a Project Labor Agreement with the St. Paul Building and Construction Trades Council for projects that the City Council has determined must absolutely be completed on time, without any work stoppage relating to labor disputes or jurisdictional challenges among collective bargaining units in the construction trades. A Project Labor Agreement was used in the following City projects:

- 1.) The interchange bid package relating to Arbor Pointe construction;
- 2.) The west bid package relating to Arbor Pointe construction;
- 3.) The east bid package relating to Arbor Ponte construction;
- 4.) Veterans Memorial Community Center;
- 5.) Veterans Memorial Community Center Aquatics and Fitness Center Addition – Project No. 1997-15;
- 6.) Water Treatment Plant – Project No. 1995-08;
- 7.) Water Treatment Facility Expansion – Project No. 2006-05; and
- 8.) Northwest Area Improvement Project – City Project 2003-15.

**Section 2. Council Action.** The Council is asked to consider whether it wishes to enter into a similar Project Labor Agreement for the City of Inver Grove Heights Public Safety Addition and City Hall Renovation located at 8150 Barbara Avenue (“the Project”).

The Project provides for the construction of a two-story addition to house the Police Department and Fire Department Administration. The addition includes offices, holding facilities, locker rooms, support spaces, and an enclosed and secured garage for police vehicles. The Project also includes the remodeling/renovation of the existing two-story City Hall to include expanded office space for City departments including Administration, Finance, Community Development, Public Works and Engineering, as well as needed support spaces. The Project also includes an enlarged Council Chamber with support spaces, as well as lobby and public circulation space to connect the various components, as well as site paving, parking, landscaping, and site amenities.

It is envisioned that there will be four (4) categories of contracts for the Project:

- Category 1.** One (1) construction and renovation contract for the expansion and remodeling.
- Category 2.** One (1) or more contracts for technology covering such items as closed circuitry, security, cabling and audio/visual.
- Category 3.** One (1) or more contracts for furniture, fixtures and equipment.
- Category 4.** One (1) contract for earthwork related trucking which will include trucking of excavating materials to a location off-site, storage off-site of excavated material and supplying and delivering suitable fill and topsoil.

A resolution approving such an agreement is attached, together with a form of the agreement. The resolution provides that a Project Labor Agreement will apply to the contracts under Categories 1, 2, and 3. With respect to Category 4, the resolution provides that the minimum wage rates shall be the prevailing wage rates determined by the Minnesota Department of Labor and Industry pursuant to Minn. Stat. § 177.41 et seq. (the state wage rates).

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

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

**A RESOLUTION APPROVING A PROJECT LABOR AGREEMENT  
RELATING TO THE ST. PAUL BUILDING AND CONSTRUCTION TRADES COUNCIL  
FOR THE CITY OF INVER GROVE HEIGHTS PUBLIC SAFETY ADDITION AND  
CITY HALL RENOVATION LOCATED AT 8150 BARBARA AVENUE**

**WHEREAS**, the City of Inver Grove Heights (the “City”) has authorized the design and preparation of plans and specifications for the City of Inver Grove Heights Public Safety Addition and City Hall Renovation located at 8150 Barbara Avenue (the “Project”). The Project provides for the construction of a two-story addition to house the Police Department and Fire Department Administration. The addition includes offices, holding facilities, locker rooms, support spaces, and an enclosed and secured garage for police vehicles. The Project also includes the remodeling/renovation of the existing two-story City Hall to include expanded office space for City departments including Administration, Finance, Community Development, Public Works and Engineering, as well as needed support spaces. The Project also includes an enlarged Council Chamber with support spaces, as well as lobby and public circulation space to connect the various components, as well as site paving, parking, landscaping, and site amenities.

**WHEREAS**, the Project needs to be completed in an expeditious and efficient manner free of disruption or delay of any kind. These needs are particularly acute due to the fact that the Project includes renovation and City personnel will have to be relocated on-site while the renovation is occurring.

**WHEREAS**, it is essential to secure optimum productivity and to eliminate any delays in the work and to comply with the requirements and other factors that necessitate a timely completion of this Project.

**WHEREAS**, in recognition of the special needs of this Project and to maintain a spirit of harmony, labor management peace, and stability during the term of this Project, it is advisable that a Project Labor Agreement be executed by the successful bidder with the St. Paul Building and Construction Trades Council.

**WHEREAS**, the Minnesota Attorney General has indicated that such Project Labor Agreements are valid agreements and that the City is authorized to enter into such agreements.

**WHEREAS**, the Minnesota Supreme Court in the matter of *Queen City Const., Inc. v. City of Rochester*, 604 N.W.2d 368 (Minn.App.Dec 28, 1999) has upheld the authority of the city to enter into such agreements.

**WHEREAS**, under such a Project Labor Agreement it is not necessary that contractors, at the time of bidding, be a union shop.

**WHEREAS**, under such Project Labor Agreements, union and non-union contractors may bid on the project, but the successful bidder on the project must agree to abide by the Project Labor Agreement and the union recognition requirements and the union pay-scale and other rules of work as contained in the Project Labor Agreement and in the separate union contracts that are incorporated therein.

**WHEREAS**, in undertaking public works projects, the City has a compelling interest in ensuring that construction proceeds in a timely, cost-efficient manner, with the highest degree of quality and with minimal delays and disruptions, with the highest degree of safety for workers and the public; and in a manner that provides meaningful training and employment opportunities.

**WHEREAS**, Project Labor Agreements that establish uniform terms and conditions of employment for the contractors and craft construction employees working throughout a project have been shown to provide an effective mechanism for overall construction project and staffing and planning because they allow project owners to predict their labor costs and requirements up-front, and, therefore, more accurately estimate actual total project costs. Project Labor Agreements promote cost-efficient, timely, and safe construction project delivery by providing access to a reliable supply of properly trained and skilled construction craft personnel for all aspects of the project. Project Labor Agreements assure greater productivity and workmanship quality from construction craft personnel, thereby yielding high quality, cost-efficient projects, while also reducing maintenance and repair costs over the life of the project. Project Labor Agreements integrate work schedules and standardize work rules for the project to provide a well-coordinated, efficiently functioning construction worksite that will minimize delays, promote quality, and maintain project safety. Project Labor Agreements assure that construction will proceed without interruptions from staffing shortages, high employee turnover, safety incidents, and labor disputes, by providing reliable project staffing, contractual guarantees against work stoppages, and mutually binding procedures for resolving disputes.

**WHEREAS**, a Project Labor Agreement can provide a public entity with a useful tool for advancing its interests in cost-efficiency, quality, safety and timeliness in public works construction.

**WHEREAS**, consistent with the City's role as a market participant in purchasing construction services, and the routine practice under public contracting laws of requiring contractors and subcontractors to meet certain qualification standards as a condition of performing public projects, the City may require contractors and subcontractors to abide by a Project Labor Agreement as a condition of working on a particular public project.

**WHEREAS**, it is envisioned that there will be four (4) categories of contracts for the Project:

- Category 1.** One (1) construction and renovation contract for the expansion and remodeling.
- Category 2.** One (1) or more contracts for technology covering such items as closed circuitry, security, cabling and audio/visual.
- Category 3.** One (1) or more contracts for furniture, fixtures and equipment.
- Category 4.** One (1) contract for earthwork related trucking which will include trucking of excavating materials to a location off-site, storage off-site of excavated material and supplying and delivering suitable fill and topsoil.

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

1. The City has determined that it is in the best interest of the City, as an owner of real property, to have a Project Labor Agreement in place for the Project contracts under Categories 1, 2, and 3.

By submitting a bid in response to Request for Bids, each bidder is agreeing that, upon award of a contract, it will enter into, and have in effect for the duration of this Project, a Project Labor Agreement with the Saint Paul Building and Construction Trades Council with respect to the contracts under Categories 1, 2, and 3. Failure of the successful bidder to enter into and maintain such an agreement for the duration of the Project may be grounds for termination by the City for cause. Upon execution, the Project Labor Agreement shall be incorporated into and become a part of the contract documents for the contracts under Categories 1, 2, and 3 of this Project.

For the contracts under Categories 1, 2, and 3, the wage rates shall be determined by the Project Labor Agreement. If there are wages not covered by the Project Labor Agreement, the minimum wage rates shall be the prevailing wage rates determined by the Minnesota Department of Labor and Industry pursuant to Minn. Stat. § 177.41 et seq. (the state wage rates).

2. The attached form of Project Labor Agreement is hereby approved for the contracts under Categories 1, 2, and 3.
3. The City's Consulting Engineers are directed to place within the bidding specifications for the contracts under Categories 1, 2, and 3 of this Project the requirement that the contractors enter into such Project Labor Agreement and comply with the Project Labor Agreement and such specifications shall also be contained within the contract documents with the various contractors for contracts

under Categories 1, 2, and 3 for the Project. A form of the requirement and instruction to bidders is attached to this resolution as Exhibit A and such requirement and instructions in substantially the same form shall be made a part of all contracts under Categories 1, 2, and 3.

4. With respect to the contract under Category 4, a requirement and condition of the contract is that the minimum wage rates shall be the prevailing wage rates determined by the Minnesota Department of Labor and Industry pursuant to Minn. Stat. § 177.41 et seq. (the state wage rates). The City's Consulting Engineers are directed to place within the bidding specifications for the contract under Category 4 of this Project the requirement that the contractor pays minimum wage rates equal to the prevailing wage rates determined by the Minnesota Department of Labor and Industry pursuant to Minn. Stat. § 177.41 et seq. (the state wage rates). Failure of the contractor to pay such rates for the duration of the Project may be grounds for termination by the City for cause.

Passed this 23<sup>rd</sup> day of February, 2009.

---

George Tourville, Mayor

Attest:

---

Melissa Rheaume, Deputy City Clerk

## **EXHIBIT A**

### **INSTRUCTIONS TO BIDDERS**

\* \* \* \* \*

#### **SECTION \_\_\_ - AWARD OF CONTRACT**

The general contract will be awarded in accordance with the Uniform Municipal Contracting Law, Minn. Stat. Sec. 471.345, to the lowest responsible and eligible general bidder complying with the conditions and requirements provided in these Instructions, the bid forms and the other bid documents. The City of Inver Grove Heights reserves the right to reject all bids, to award the contract by sections, to waive informalities, and to reject nonconforming, nonresponsive or conditional bids. A "responsible" bidder is a bidder demonstrably possessing the skill, ability and integrity necessary to faithfully perform the work called for by the contract, based upon a determination of competent workmanship and financial soundness. An "eligible" bidder is a bidder who is able to meet the requirements of applicable law, and who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the project. In the interests of such harmony and the long-term supply of skilled manpower, each successful bidder and any and all levels of subcontractors, as a condition of being awarded a contract or subcontract, must agree to abide by the provisions of Project Labor Agreement with the Building and Construction Trades Council of St. Paul and its affiliated local unions, and will be bound by the provisions of that agreement in the same manner as any other provision of the contract. A copy of the agreement is attached and included as part of these Contract Documents. The attachments (Schedule A) are not attached to the Agreement but are incorporated by reference as if fully set forth. Copies of said schedules may be examined by the bidders at the address specified in the Advertisement for Bids where Documents may be obtained, and are available upon request.

The wage rates shall be determined by the Project Labor Agreement. If there are wages not covered by the Project Labor Agreement, the minimum wage rates shall be the prevailing wage rates determined by the Minnesota Department of Labor and Industry pursuant to Minn. Stat. § 177.41 et seq. (the state wage rates).

**PROJECT LABOR AGREEMENT  
FOR  
[DESCRIBE PUBLIC PROJECT]**

**ARTICLE I**

**PURPOSE**

This agreement is entered into this \_\_\_\_ day of \_\_\_\_\_ 2009, by and between \_\_\_\_\_ (“Project Contractor”) and the ST. PAUL BUILDING AND CONSTRUCTION TRADES COUNCIL (hereinafter called the “Council”), acting on its own behalf and on behalf of all the Building Trades Local Unions affiliated with the Council (hereinafter collectively called the “Union” or “Unions”), with respect to the construction of the \_\_\_\_\_ [Name of Project] \_\_\_\_\_, (hereinafter called the “Project”).

The term “Contractor” shall include all construction contractors and subcontractors of whatever tier engaged in onsite construction work within the scope of this Agreement, including the Project Contractor when it performs construction work within the scope of this Agreement. Where specific reference to \_\_\_\_\_ [Name of Project Contractor] \_\_\_\_\_ alone is intended, the term “Project Contractor” is used.

The Parties to this Project Labor Agreement acknowledge that the construction of the Project is important to the development of \_\_\_\_\_ [Description of Project and the specific needs it will serve] \_\_\_\_\_. The Parties recognize the need for the timely completion of the Project without interruption or delay. This Agreement is intended to enhance this cooperative effort through the establishment of a framework for labor-management cooperation and stability.

The Contractor(s) and the Unions agree that the timely construction of this Project will require substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are vital to its completion. They will work together to furnish skilled, efficient craftworkers for the construction of the Project.

Further, the parties desire to mutually establish and stabilize wages, hours and working conditions for the craftworkers on this construction project, to encourage close cooperation between the Contractor(s) and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement.

Therefore, in recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the parties agree to abide by the terms and conditions in this Agreement, and to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. Further, the Contractor(s) and all contractors of whatever tier, agree not to engage in any lockout,

and the Unions agree not to engage in any strike, slow-down, or interruption or other disruption of or interference with the work covered by this Agreement.

## ARTICLE II

### **SCOPE OF AGREEMENT**

Section 1. This Project Agreement shall apply and is limited to the recognized and accepted historical definition of new construction work under the direction of and performed by the Contractor(s), of whatever tier, which may include the Project Contractor, who have contracts awarded for such work on the Project. Such work shall include site preparation work and dedicated off-site work.

The Project is defined as: (list all aspects of the construction work involved).

It is agreed that the Project Contractor shall require all Contractors of whatever tier who have been awarded contracts for work covered by this Agreement to accept and be bound by the terms and conditions of this Project Agreement by executing the Letter of Assent (Attachment A) prior to commencing work. The Project Contractor shall assure compliance with this Agreement by the Contractors. It is further agreed that, where there is a conflict, the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instruments calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Articles VIII (Work Stoppages and Lockouts), IX (Disputes and Grievances), and X (Jurisdictional Disputes) of this Project Agreement, which shall apply to such work. It is understood that this is a self-contained, stand alone Agreement and that by virtue of having become bound to this Project Agreement, neither the Project Contractor nor the Contractors will be obligated to sign any other local, area, or national agreement.

Section 2. Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation, work, or function which may occur at the Project site or be associated with the development of the Project.

Section 3. This Agreement shall only be binding on the signatory parties hereto and their heirs, successors, and assigns, and shall not apply to their parents, affiliates or subsidiaries.

Section 4. The Owner and/or the Project Contractor have the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or non-existence of any agreements between such bidder and any party to this Agreement; provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Project Agreement, should it be designated the successful bidder.

Section 5. Items specifically excluded from the scope of this Agreement include but are not limited to the following: [list all items to be excluded].

Section 6. The provisions of this Project Agreement shall not apply to  [Owner] (hereinafter “Owner”), and nothing contained herein shall be construed to prohibit or restrict the Owner or its employees from performing work not covered by this Project Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the Project Contractor or Contractors and accepted by the Owner, the Project Agreement will not have further force or effect on such items or areas, except when the Project Contractor or Contractors are directed by the Owner to engage in repairs, modifications, check-out, and warranty functions required by its contract with the Owner for the Project.

Section 7. It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.

Section 8 It is understood that the liability of any employer and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employer status between or among the Owner, Contractor(s) or any employer.

Section 9. It is understood and agreed that all Project work must be performed by employees of employers bound by the terms of this Agreement.

### **ARTICLE III**

#### **UNION RECOGNITION**

Section 1. The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement.

Section 2. The hiring of employees shall be governed by the procedures set forth in the collective bargaining agreements which form Schedule A, except that employers not party to any Agreements which form Schedule A will be entitled to retain their core employees, defined as no more than 15% of the employer’s construction employee workforce assigned to work on the Project, when commencing work on the project. It is further agreed that there shall be no discrimination against any employee or applicant for employment because of his or her membership or non-membership in a union or based on race, creed, color, sex, age, or national origin of such employee or applicant.

Section 3. All employees covered by this Agreement shall be subject to the union security provisions contained in the applicable collective bargaining agreement in Schedule A.

## **ARTICLE IV**

### **UNION REPRESENTATION**

Section 1. Authorized representatives of the Union shall have access to the Project, provided they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor and security and safety rules of the Project.

Section 2. Each signatory Local Union shall have the right to designate a working journeyman as a steward, and shall notify the Project Contractor in writing of the identity of the designated steward prior to the assumption of his or her duties as steward. Such designated steward shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay of their respective crafts.

## **ARTICLE V**

### **WAGES AND BENEFITS**

Section 1. All employees covered by this Agreement shall be classified in accordance with work performed and paid the base hourly wage rates for those classifications as specified in the applicable local collective bargaining agreements (“CBAs”) in attached Schedule A.

Section 2. The Contractors agree to pay contributions to the established employee fringe benefit funds in the amounts designated in the applicable CBAs in Schedule A; provided, however, that the Contractors and the Unions agree that only such bona fide employee benefits as accrue to the direct benefit of the employee (such as pension and annuity, health and welfare, vacation, apprenticeship and training funds, etc.) shall be included in this requirement and paid by the Contractors on the Project. If any new bona fide, jointly trusted fringe benefit funds are established in any of the CBAs in Schedule A during the life of this Agreement, the Contractors agree to pay the contributions required by the applicable CBA to the new fund.

Contractors that are not signatory to a CBA beyond the scope of this Agreement may elect to participate in the Minnesota State Building Trades Health Reimbursement Trust Fund (hereinafter “HRA Fund”) in lieu of contributing to the bona fide fringe benefit funds designated in Schedule A. Contractors electing to contribute to the HRA Fund are referred to herein as “HRA Contractors.”

The amount of the contribution to the HRA Fund per employee shall be the difference between the total contribution amount that would be required per employee for the bona fide Schedule A benefit funds and the HRA Contractor’s actual total contribution per employee to its bona fide, non-discretionary benefit plans.

The purpose of offering the option to contribute to the HRA Fund is to permit Contractors not signatory to a CBA to avoid having to pay for both their own non-discretionary benefits and the CBA benefits on the Project and to ensure that benefits paid by said Contractors inure directly to the benefit of their employees. The amount of the contribution is defined so as to ensure that HRA Contractors pay the same amount for benefits as other Contractors on the job and are not at a disadvantage.

Contributions to the HRA Fund must be made on behalf of named employees. HRA Contractors will submit to the Trustees of the HRA Fund a copy of their plan, summary plan description, and the premium structure for employees covered under the HRA Contractor's bona fide, non-discretionary plans. The HRA Contractor's total contribution amount per employee for its benefit plans is subject to confirmation by the Trustees of the HRA Fund. This may include an independent audit according to a policy as established by the Trustees. HRA Contractors are required to submit certified payroll reports to the Trustees or authorized administrator in order to confirm compliance with this Agreement and the terms of the Trust Agreement of the HRA Fund.

HRA Contractors adopt and agree to be bound by the written terms of the legally established Trust Agreement specifying the detailed basis on which payments are to be made into, and benefits paid out of, the HRA Fund. HRA Contractors authorize the parties to the Trust Agreement to appoint trustees and successor trustees to administer the HRA Fund and hereby ratify and accept the Trustees so appointed as if designated by the HRA Contractors.

All HRA Contractors must sign the Health Reimbursement Arrangement Employer Subscriber Agreement in Attachment B hereto as a precondition to becoming an HRA Contractor.

## **ARTICLE VI**

### **HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS**

Section 1. The work week and work day shall be determined as set forth in the applicable Schedule A collective bargaining agreement ("CBA").

Section 2. Overtime pay shall be established by reference to the applicable Schedule A CBA.

Section 3. It shall not be a violation of this Agreement if the Project Contractor considers it necessary to suspend all or portion of the job to protect the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the employer requests employees to remain at the site and available for work, the employees will be compensated for the standby time at their base hourly rate of pay.

Section 4. Shift work will be performed in accordance with the currently existing

Schedule A CBA.

Section 5. Recognized holidays on this Project shall be those in the Schedule A CBAs in existence for the appropriate Local Unions on the date of this Project Agreement as contained in the attached Schedule A. There shall be no change in the established holiday schedules and the days upon which those holidays are celebrated, except by mutual agreement.

## **ARTICLE VII**

### **MANAGEMENT'S RIGHTS**

The Project Contractor and Contractors of whatever tier retain full and exclusive authority for the management of their operations. Except as otherwise limited by the terms of this Agreement, the Contractors shall direct their working forces at their prerogative, including, but not limited to hiring, promotion, transfer, lay-off or discharge for just cause. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Contractors shall utilize the most efficient method or techniques of construction, tools, or other labor saving devices. There shall be no limitations upon the choice of materials or design, nor shall there be any limit on production by workers or restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, on the number of employees assigned to any crew or to any service.

## **ARTICLE VIII**

### **WORK STOPPAGES AND LOCKOUTS**

Section 1. During the term of this Agreement there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the Council, a Local Union or by any employee, and there shall be no lockout by the Contractor. Failure of the Council, Local Union or employee to cross any picket line established at the Project site is a violation of this Article.

Section 2. The Council and Local Unions shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Contractor's project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.

Section 3. Neither the Council nor any Local Union shall be liable for acts of employees for

whom it has no responsibility. The Building Trades Council Business Manager will immediately instruct, order and use the best efforts of his office to cause the Local Union or Unions to cease any violations of this Article. By complying with this obligation the Building Trades Council shall not be liable for unauthorized acts of a Local Union. The principal officer or officers of a Local Union will immediately instruct, order and use the best efforts of his or her office to cause the employees that the Local Union represents to cease any violations of this Article. A Local Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

## **ARTICLE IX**

### **DISPUTES AND GRIEVANCES**

Section 1. This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

Section 2. The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

Section 3. Any question or dispute arising out of and during the term of this Project Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the Local Union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Local Union(s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The Business Manager of the Council and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Local Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the Federal Mediation and Conciliation Service to provide them with a list of seven (7) arbitrators in a sub-regional panel from which the Arbitrator shall be selected by the parties alternatively striking names from the list. The first strike shall be determined by the toss of a coin. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 4. The Project Contractor and Owner shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

## **ARTICLE X**

### **JURISDICTIONAL DISPUTES**

Section 1. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 2. All jurisdictional disputes on this Project, between or among Building and

Construction Trades Unions and employers, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

Section 3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 4. Each Contractor will conduct a pre-job conference with the appropriate representative of the Council and Local Unions prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

## **ARTICLE XI**

### **SUBCONTRACTING**

The Project Contractor agrees that neither it nor any of its contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement.

## **ARTICLE XII**

### **HELMETS TO HARDHATS**

Section 1. The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

Section 2. The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law,

the Unions will give credit to such veterans for bona fide, provable past experience.

### **ARTICLE XIII**

#### **SAVINGS AND SEPARABILITY**

It is not the intention of Project Contractor, Contractors, or the Unions to violate any laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of the Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Project Contractor and Unions agree that if and when any and all provisions of this Agreement are finally held or determined to be illegal or void by a Court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of the applicable law and the intent of the parties.

### **ARTICLE XIV**

#### **DURATION OF THE AGREEMENT**

This Project Agreement shall be effective on \_\_\_\_\_, 2009, and shall continue in full force and effect for the duration of the Project construction work as described and defined in Articles I and II of this Agreement.

The applicable provisions of the collective bargaining agreements (“CBAs”) included in Schedule A of this Project Agreement shall continue in full force and effect unless and until the Contractor and/or Union parties to said CBAs notify the Project Contractor in writing of any mutually agreed upon changes to those provisions and their effective date(s), which shall become the effective date(s) for purposes of applying said provisions under this Agreement.

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

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed and effective as of the day and year above written.

**FOR THE ST. PAUL BUILDING AND  
CONSTRUCTION TRADES COUNCIL**

By: \_\_\_\_\_  
[Insert Name], Business Manager

Dated: \_\_\_\_\_

**FOR [Insert Contractor Name], PROJECT CONTRACTOR**

By: \_\_\_\_\_  
[Insert Name and Title]

Dated: \_\_\_\_\_

## SCHEDULE A

### LOCAL COLLECTIVE BARGAINING AGREEMENTS

The applicable Local Collective Bargaining Agreements (“CBAs”) for the Building Trades Unions affiliated with the Council are incorporated herein by reference. For copies of the applicable CBAs, contact the Local Unions directly or the St. Paul Building and Construction Trades Council at Labor Centre, Room 206, 411 Main Street, St. Paul, MN 55102 (Telephone: 651-224-9445).

The Local Collective Bargaining Agreements are incorporated herein by reference. For copies of individual agreements, contact the Local Unions directly or the St. Paul Building and Construction Trades Council at Labor Centre, Room 206, 411 Main St., St. Paul, Minnesota 55102 (Telephone: 651-224-9445). **SCHEDULE A**

#### TRADE AGREEMENT

between

THERMAL INSULATION CONTRACTORS ASSOCIATION

and the

INTERNATIONAL ASSOCIATION OF HEAT & FROST INSULATORS AND  
ASBESTOS WORKERS LOCAL NO. 34 of MINNEAPOLIS & ST. PAUL, MN

June 1, 2008 to May 31, 2011

#### GREAT LAKES ARTICLES OF AGREEMENT

between the

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,  
IRON SHIP BUILDERS, BLACKSMITHS, FORGERS

and HELPERS, AFL-CIO, CFL

and FIRMS LISTED HEREIN

Expiration: June 30, 2010

#### AGREEMENT BETWEEN

ASSOCIATED GENERAL CONTRACTORS of MINNESOTA

and

MINNESOTA CONCRETE & MASONRY CONTRACTORS ASSOCIATION

and

BRICKLAYERS & ALLIED CRAFTWORKERS LOCAL UNION NO. 1 of MINNESOTA

Expires April 30, 2010

AGREEMENT BETWEEN BUILDERS DIVISION OF  
ASSOCIATED GENERAL CONTRACTORS OF MINNESOTA

and

CARPENTRY CONTRACTORS ASSOCIATION (CCA)

and  
GYPSUM DRYWALL CONTRACTORS ASSOCIATION (GDCA)  
and  
LAKES & PLAINS REGIONAL COUNCIL OF CARPENTERS & JOINERS  
Expires April 30, 2010

AGREEMENT BETWEEN  
CARPET, LINOLEUM, RESILIENT TILE LAYERS LOCAL UNION #596  
OF THE  
LAKES & PLAINS REGIONAL COUNCIL OF CARPENTERS & JOINERS  
AND  
MINNESOTA FLOOR COVERING CONTRACTORS ASSOCIATION

Expires May 31, 2010

METRO AGREEMENT BETWEEN  
MINNEAPOLIS & ST. PAUL BUILDERS DIVISION  
OF ASSOCIATED GENERAL CONTRACTORS OF MINNESOTA  
and  
MINNESOTA CEMENT MASONS, PLASTERERS,  
AND SHOPHANDS LOCAL NO. 633  
AFFILIATED WITH O.P.&C.M.I.A. of U.S.  
Expires April 30, 2010

AGREEMENT BY AND BETWEEN  
ST. PAUL CHAPTER OF THE NATIONAL ELECTRICAL  
CONTRACTORS ASSOCIATION  
and  
LOCAL UNION NO. 110, I.B.E.W.  
Expiration April 30, 2010

STANDARD AGREEMENT  
between the  
NATIONAL ELEVATOR INDUSTRY, INC.  
and the  
INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS  
Expiration 12/31/2012

ARTICLES OF AGREEMENT BETWEEN  
BROTHERHOOD OF PAINTERS AND ALLIED TRADES, AFL-CIO  
DISTRICT CL 82 (LOCAL UNION NO. 1324)  
and  
IT'S INDIVIDUAL CONTRACTORS

Expiration 5/31/2009

AGREEMENT BETWEEN  
TWIN CITY IRON WORKERS LOCAL UNION 512  
and  
ASSOCIATED GENERAL CONTRACTORS OF MINNESOTA  
Expires April 30, 2010

MINNESOTA LABORERS METROPOLITAN BUILDERS AGREEMENT  
WITH  
ASSOCIATED GENERAL CONTRACTORS OF MINNESOTA  
April 30, 2010

WORKING AGREEMENT  
LAKES & PLAINS REGIONAL COUNCIL OF CARPENTERS AND JOINERS  
LATHERS UNION LOCAL 190  
and  
MINNESOTA WALL & CEILING CONTRACTORS ASSOCIATION  
April 30, 2010

AGREEMENT BETWEEN  
INDEPENDENT MILLWRIGHT CONTRACTORS ASSOCIATION  
OF SOUTHERN MINNESOTA, WESTERN WISCONSIN  
AND SOUTH DAKOTA  
and  
MILLWRIGHT & MACHINERY ERECTORS LOCAL UNION NO. 548  
and  
LAKES & PLAINS REGIONAL COUNCIL OF CARPENTERS & JOINERS  
Expires May 1, 2010

AGREEMENT BETWEEN  
ASSOCIATED GENERAL CONTRACTORS  
of MINNESOTA, BUILDERS DIVISION  
and  
INTERNATIONAL UNION of OPERATING ENGINEERS LOCAL NO. 49  
Expires April 30, 2010

AGREEMENT BETWEEN  
ASSOCIATED GENERAL CONTRACTORS OF MINNESOTA  
HIGHWAY, RAILROAD & HEAVY CONSTRUCTION DIVISION

and  
INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 49  
Expires April 30, 2010

AGREEMENT BETWEEN  
MINNESOTA PAINTING & WALLCOVERING EMPLOYERS ASSOCIATION  
and  
PAINTERS & ALLIED TRADES UNION LOCAL NO. 61  
Expiration 4/30/2012

WORKING AGREEMENT  
BETWEEN  
PIPEFITTERS LOCAL UNION NO. 455  
and  
MINNESOTA MECHANICAL CONTRACTORS ASSOCIATION  
Expiration 4/30/2011

WORKING AGREEMENT  
PLASTERERS LOCAL UNION NO. 265  
and  
MINNESOTA WALL & CEILING CONTRACTORS ASSOCIATION  
Expiration May 31, 2010

WORKING AGREEMENT BETWEEN  
PLUMBERS LOCAL UNION NO. 34  
and  
MINNESOTA MECHANICAL CONTRACTORS ASSOCIATION  
Expiration 4/30/2011

ARTICLES OF AGREEMENT  
BETWEEN THE  
ROOFING CONTRACTORS OF THE  
TWIN CITIES METROPOLITAN AREA  
and the  
UNITED UNION OF ROOFERS, WATERPROOFERS  
AND ALLIED WORKERS LOCAL UNION NO. 96  
Expiration April 30, 2010

LABOR AGREEMENT BETWEEN

TWIN CITIES DIVISION SMARCA, INC.  
and  
SHEET METAL WORKERS LOCAL NO. 10, Maplewood, MN  
Expiration April 30, 2011

AGREEMENT BETWEEN  
MASTER SIGN INDUSTRY  
and  
INTERNATIONAL UNION OF PAINTERS & ALLIED TRADES DISTRICT COUNCIL 82/LOCAL  
UNION 880  
SIGN, DISPLAY SCREEN PROCESS & ALLIED TRADES  
Expiration April 30, 2009

AGREEMENT BETWEEN  
NATIONAL FIRE SPRINKLER ASSOCIATION, INC.  
and  
SPRINKLERFITTERS & APPRENTICES UNION NO. 417  
MINNEAPOLIS-ST. PAUL, MINNESOTA  
OF THE UNITED ASSOCIATION OF JOURNEYMEN & APPRENTICES  
OF THE PLUMBING & PIPEFITTING INDUSTRY OF  
THE UNITED STATES AND CANADA  
Expiration May 31, 2011

HIGHWAY, RAILROAD & HEAVY CONSTRUCTION AGREEMENT  
BETWEEN ASSOCIATED GENERAL CONTRACTORS OF MINNESOTA  
AND  
MN CONSTRUCTION CONFERENCE OF TEAMSTERS LOCAL 120  
Expiration 4/30/2009

**ATTACHMENT A**

**LETTER OF ASSENT**

\_\_\_\_\_ [Name of Contractor] \_\_\_\_\_ hereby agrees to accept and be bound by the terms and conditions of the Project Labor Agreement between \_\_\_\_\_ [Name of Project Contractor] \_\_\_\_\_ and the ST. PAUL BUILDING AND CONSTRUCTION TRADES COUNCIL, dated and effective \_\_\_\_\_ [Insert Effective Date] \_\_\_\_\_, for \_\_\_\_\_ [Name of Project] \_\_\_\_\_ with respect to all construction work at the site of the construction and during the course of the construction as those terms are used or defined in the Project Labor Agreement.

\_\_\_\_\_ [Contractor Name & Address] \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**ATTACHMENT B**

**HEALTH REIMBURSEMENT ARRANGEMENT  
EMPLOYER SUBSCRIBER AGREEMENT**

The undersigned hereby adopts the Trust Agreement establishing the Minnesota State Building Trades Health Reimbursement Trust Fund, hereinafter referred to as "Trust," and agrees to be bound by the terms thereof. The undersigned Employer Subscriber and Unions hereby grant Powers of Attorney to the Board of Trustees now holding office, or to the successors, to administer the Trust as representatives of the Employer Subscriber and Unions respectively, with full power and authority to act for the Employer Subscriber and Unions in all matters of administration of the Trust. In no event shall the Unions or Employer Subscriber be responsible for any act or omission of the Trustees. Nor shall the Unions or Employer Subscriber have any liability for any debt or other liability of the Trust or its Trustees.

Commencing on the first day of work under the attached Project Labor Agreement, and payable not later than the 15<sup>th</sup> day of each month thereafter, the Employer Subscriber shall pay to the Trust the amount specified by the Project Labor Agreement for all hours worked under the Project Labor Agreement by the employees of the Employer Subscriber for which contributions to the Trust are required by the Project Labor Agreement. The undersigned Employer Subscriber acknowledges that the failure by the Employer Subscriber to timely remit required contributions will result in liquidated damages being payable under the Trust Agreement to which the Employer Subscriber is hereby bound.

The undersigned represents and warrants that he/she is authorized to execute this Employer Subscriber Agreement on behalf of the Employer Subscriber and that by his/her execution of this Subscriber Agreement his/her organization is fully bound hereto and to the provisions of the Trust Agreement.

\_\_\_\_\_ [Insert Name of Employer/Subscrber]

\_\_\_\_\_ Date

By: \_\_\_\_\_  
[Insert Name and Title]

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

APPROVE PLANS AND SPECIFICATIONS, APPROVE CONTRACT DOCUMENTS AND AUTHORIZE ADVERTISEMENT OF BIDS FOR PUBLIC SAFETY ADDITION/CITY HALL RENOVATION

Meeting Date: February 23, 2009  
Item Type: Regular  
Contact: JTeppen Asst City Admin  
Prepared by:  
Reviewed by:

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED** Consider authorizing advertisement of bids for the proposed Public Safety Addition/City Hall Renovation.

**SUMMARY** BKV Group has completed the construction document package for the base project and all alternates. The total construction cost estimate has also been completed. The City Council and task force members reviewed these in a special meeting this past Monday.

Plans and specifications have been reviewed and approved by the City Council at both the schematic design and design development steps. Pending minor modifications based on the discussion this past Monday, the Council has reviewed the final plans and specifications.

The next step is to go out for bids on the project. This will enable us to receive and evaluate bid packages. Once bids are received, the City Council will consider an award of the bid which would be the final step.

Staff suggested a timeline for this step of the process, though at this point it remains somewhat in flux;

- 2.24.09 Bids Advertised
- Week of 3.11.09 Pre-bid Meeting
- 3.26.09 Bids Opened
- 3.30.09 Special Meeting to Review Financing
- 4.6.09 Special Meeting to Review Alternates
- 4.13.09 Regular Council Meeting - Consider Award of Bid

I have attached a copy of the Financial Status Report that the Council received Monday. This shows the many components and costs of the project, as well as how the pre-bid budget came in against the previously approved design development budget.

The Architect, Owner’s Representative and Staff will be available Monday to answer questions.

**Inver Grove Heights  
Public Safety Addition and City Hall Remodeling  
Financial Status Report**

2/19/2009

CODE	DESCRIPTION	PREVIOUSLY APPROVED DESIGN DEVELOPMENT BUDGET	PRELIMINARY PRE-BID BUDGET	PRELIMINARY BOND FUNDED BUDGET	PRELIMINARY ADDITIONAL FUNDS BY CITY
<b>10.00</b>	<b>DESIGN FEES</b>				
10.01	ARCHITECT BASIC SERVICES				
	Schematic Design	\$110,000	\$110,000	\$0	\$110,000
	Design Development	\$332,428	\$332,428	\$0	\$332,428
	Contract Documents	\$387,833	\$387,833	\$387,833	
	Bidding	\$50,787	\$50,787	\$50,787	
	Construction Administration	\$152,363	\$152,363	\$152,363	
10.02	ARCHITECT ADD'L SERVICES				
	Civil Engineering (Olson Assoc)	\$45,000	\$45,000	\$45,000	
	Landscape Architecture	\$20,000	\$20,000	\$20,000	
	Security and A/V (Elert)	\$45,000	\$45,000	\$45,000	
	FF&E Design	\$49,000	\$49,000	\$49,000	
	Commissioning	\$49,000	\$49,000	\$49,000	
10.03	ARCHITECT REIMBURSABLES	\$75,000	\$75,000	\$75,000	
10.04	CONTINGENT ADDITL SERV				
	Design Fee for new Alternates	\$34,000	\$37,000	\$37,000	
	Presentation Model	\$10,000	\$10,000	\$10,000	\$0
10.05	Supplemental Agreements				
10.06	OTHER CONSULTANTS				
10.06.1	Telecomm Consultant	\$11,500	\$11,500	\$0	\$11,500
	<b>DESIGN FEE TOTAL</b>	<b>\$1,371,911</b>	<b>\$1,374,911</b>	<b>\$920,983</b>	<b>\$453,928</b>
<b>20.00</b>	<b>SURVEYS, BORINGS, INSURANCE, FEES</b>				
20.01	LEGAL FEES	\$5,000	\$5,000	\$0	\$5,000
20.02	FINANCE - BOND ISSUANCE	\$0	\$0	\$0	\$0
20.03	BLDRS RISK INSURANCE	\$50,000	\$50,000	\$0	\$50,000
20.04	SITE SURVEY	\$5,400	\$5,400	\$0	\$5,400
20.05	SOIL BORINGS/GeoTech/Environ	\$5,000	\$5,000	\$0	\$5,000
20.06	ENVIRONMENTAL (HAZ MAT)				
20.07	COMMUNICATION COSTS	\$15,000	\$15,000	\$0	\$15,000
	<b>SURVEYS, BORINGS, INSURANCE, FEES TOTAL</b>	<b>\$80,400</b>	<b>\$80,400</b>	<b>\$0</b>	<b>\$80,400</b>
<b>30.00</b>	<b>PROJECT MGMT - OWNER'S REP</b>				
30.01	Project Mgmt Rep - Basic Services	\$329,000	\$329,000	\$0	\$329,000
30.02	Project Mgmt Rep- Reimbursables	\$11,400	\$11,400	\$0	\$11,400
	<b>PROJECT MGMT REP TOTAL</b>	<b>\$340,400</b>	<b>\$340,400</b>	<b>\$0</b>	<b>\$340,400</b>
<b>40.00</b>	<b>CONSTRUCTION</b>				
40.01	BUILDING/SITE/UTILITIES CONST.				
	Phase 1	\$8,297,737	\$8,333,233	\$8,333,233	
	Phase 2	\$5,479,996	\$5,336,877	\$5,336,877	
	Security System	included	\$257,500	\$257,500	
	Subtotal: Phase I/Phase II/Security Systems	\$13,777,733	\$13,927,610	\$13,927,610	
40.02	ALTERNATES				
	Alt Structure expansion	included	included	included	
	Alt 1 Green Roof, Public Safety	\$0	\$0	\$0	
	Alt 2 Green Roof, Lobby	\$0	\$0	\$0	
	Alt 3 Geothermal heating/cooling	\$400,000	included	included	
	Alt 4 Pervious Paving West/South	\$6,112	\$5,334	\$5,334	
	Alt 5 Pervious Paving East	\$46,895	\$39,243	\$39,243	
	Alt 6 Upgrade, White TPO Roof	\$19,933	included	included	
	Alt 7 Burnished Block	\$26,745	included	included	
	Alt 8 Higher Perf Windows	\$31,080	included	included	
	Alt 9 snow melt at entry	\$0	\$0	\$0	
	Alt 10 Bike Commuter Facilities	\$0	\$0	\$0	
	Alt 11 emergency generator	\$175,000	\$175,013	\$175,013	
	Alt 12 Basement Storage Expansion	\$400,000	\$322,054	\$322,054	
	Alt 13 High Speed Squad Garage Doors	\$85,000	\$73,934	\$73,934	
	Alt 14 Automatic Clock System	\$15,000	\$29,246	\$29,246	
	Replace Lower Level AHU		\$33,461	\$33,461	
	Veneer Plaster		\$61,065	\$61,065	
	Additional Landscape Irrigation		\$29,246	\$29,246	
	Earthwork Related Trucking	included	\$520,930	\$520,930	
	Subtotal: Alternates	\$1,205,765	\$1,289,526	\$1,289,526	
40.03	HAZ. MATERIAL ABATEMENT				
40.04	TESTING & BALANCING				
	<b>CONSTRUCTION TOTAL</b>	<b>\$14,983,498</b>	<b>\$15,217,136</b>	<b>\$15,217,136</b>	<b>\$0</b>

**Inver Grove Heights  
Public Safety Addition and City Hall Remodeling  
Financial Status Report**

2/19/2009

CODE	DESCRIPTION	PREVIOUSLY APPROVED DESIGN DEVELOPMENT BUDGET	PRELIMINARY PRE-BID BUDGET	PRELIMINARY BOND FUNDED BUDGET	PRELIMINARY ADDITIONAL FUNDS BY CITY
<b>50.00</b>	<b>TESTING/OTHER PERMITS</b>				
50.01	MATERIAL TESTING SERVICES/SITE	in spec inspections	in spec inspections	in spec inspections	
50.02	SPECIAL INSPEC - STRUCTURAL	\$50,854	\$50,854	\$0	\$50,854
50.03	WINDOW MOCKUP AND TEST	\$20,000	\$20,000	\$0	\$20,000
50.04	ROOF/WP INSPECTIONS	\$10,000	\$10,000	\$0	\$10,000
50.05	EXT. ENVELOPE INSPECTION	\$0	\$0	\$0	
50.06	SAC/WAC CHARGES	\$54,000	\$54,000	\$0	\$54,000
50.07	STATE SURCHARGE FEES	\$1,957	\$1,957	\$0	\$1,957
50.08	PLAN REVIEW FEES/PERMITS	\$96,520	\$96,520	\$0	\$96,520
50.09	GEOTHERMAL TESTING	\$10,000	\$10,000	\$0	\$10,000
50.10	COMMISSIONING	by BKV	by BKV	by BKV	
	<b>TESTING/OTHER PERMITS TOTAL</b>	<b>\$243,331</b>	<b>\$243,331</b>	<b>\$0</b>	<b>\$243,331</b>
<b>60.00</b>	<b>RELOCATION EXPENSES</b>				
50.01	MOVING/RELOCATION EXPENSES	\$104,000	\$100,000	\$0	\$100,000
	Technology Relocation costs for Council Chambers		\$35,920		\$35,920
	<b>RELOCATION TOTAL</b>	<b>\$104,000</b>	<b>\$135,920</b>	<b>\$0</b>	<b>\$135,920</b>
<b>70.00</b>	<b>OCCUPANCY/FF&amp;E</b>				
70.01	TELEPHONE/DATA	in construction	in construction	\$0	
70.01.1	TELECOM CABLING	\$138,000	\$147,100	\$0	\$147,100
70.02	SECURITY EQUIPMENT	in construction	in construction	in construction	\$0
70.03	FURNISHINGS & EQUIPMENT				
70.03.1	Office Furniture	\$624,528	\$624,528	\$0	\$624,528
70.03.2	High Density Files/ Shelving	\$100,000	\$100,000	\$0	\$100,000
70.04	CLOCK SYSTEM	\$0	in construction	\$0	\$0
70.05	AUDIO/VISUAL EQUIPMENT	\$224,000	\$343,850	\$0	\$343,850
70.06	SIGNAGE	\$60,000	\$60,000	\$0	\$60,000
70.07	WINDOW TREATMENTS	in construction	in construction	\$0	\$0
70.08	INTERIOR PLANTSCAPING	\$10,000	\$10,000	\$0	\$10,000
70.09	TRASH & RECYCLING CONTAINERS	\$2,000	\$2,000	\$0	\$2,000
70.10	COMPUTERS	\$0	\$0	\$0	\$0
70.11	PUBLIC ART allowance	\$5,000	\$5,000	\$0	\$5,000
	<b>OCCUPANCY/FF&amp;E TOTAL</b>	<b>\$1,163,528</b>	<b>\$1,292,478</b>	<b>\$0</b>	<b>\$1,292,478</b>
<b>80.00</b>	<b>PROJECT CONTINGENCY</b>				
80.01	Design Contingency	\$200,000	\$0	\$0	\$0
80.02	Project Contingency	\$1,450,000	\$1,252,492	(8.2%)	\$1,252,492
	<b>PROJECT CONTINGENCY TOTAL</b>	<b>\$1,650,000</b>	<b>\$1,252,492</b>	<b>\$0</b>	<b>\$1,252,492</b>
<b>90.00</b>	<b>PROJECT TOTALS</b>	<b>\$19,937,068</b>	<b>\$19,937,068</b>	<b>\$16,138,119</b>	<b>\$3,798,949</b>

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Public Safety Addition/City Hall Renovation - Case No. 09-03PRVAC**

Meeting Date: February 23, 2009  
 Item Type: Regular  
 Contact: Heather Botten 651.450.2569  
 Prepared by: Heather Botten, Associate Planner  
 Reviewed by: Planning  
 Engineering

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

**PURPOSE/ACTION REQUESTED**

Consider the following actions for the property located at 8150 Barbara Avenue:

- a) **Major Site Plan Review** for a 46,740+/- square foot Public Safety addition and City Hall Renovation.
  - Requires a 3/5<sup>th</sup>'s vote
- b) **Vacation** of a portion of Barbara Avenue.
  - Requires a 3/5<sup>th</sup>'s vote.

**SUMMARY**

The request is for a major site plan review for an approximate 46,740 square foot Public Safety addition and an interior remodel of City Hall and a vacation of a portion of Barbara Avenue. The majority of the new addition will be to the west of the existing building; this area will be the new public safety area, occupying both levels of the addition. The site is zoned P, Public/Institutional and meets the minimum lot size and width requirements, as well as setbacks, Floor Area Ratio (FAR), and total building coverage requirements. There are no specific parking requirements listed in the City Code for a city hall and therefore the required number of spaces can be determined by City Council. Staff believes the proposed number of parking spaces is an adequate amount for the future growth and current activity that takes place at City Hall.

The application includes a request to vacate a 60 foot wide portion of Barbara Avenue right-of-way. The City Hall, Public Works buildings, and Community Center are all part of a civic center area. The land was subdivided into two lots with right-of-way for a public street when the first of the civic buildings were constructed. Since the area functions as a civic center campus, there is no longer a need for a public right-of-way. Constructed Barbara Avenue will remain, however it will now act as a driveway for access to the public buildings. The vacation of right-of-way would start at the south boundary line of Robert's funeral home and continue to Babcock Trail.

Planning Staff: Recommends approval of the request with the conditions listed in the attached resolutions.

Planning Commission: Recommended approval of the request at their February 3, 2009 meeting (9-0).

Exhibits: Major Site Plan Resolution  
 Vacation Resolution  
 Planning Commission Recommendation  
 Planning Report

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

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

**RESOLUTION APPROVING A MAJOR SITE PLAN REVIEW FOR A 46,740+/- SQUARE  
FOOT PUBLIC SAFETY ADDITION AND RENOVATION OF CITY HALL**

**CASE NO. 09-03PRVAC  
(City of Inver Grove Heights)**

**WHEREAS**, an application for a Major Site Plan Review has been submitted for property legally described as the following;

**Lot 1, Block 2, Inver Grove Heights Civic Center, Dakota County, Minnesota**

**WHEREAS**, the aforescribed property is currently zoned P, Public/Institutional;

**WHEREAS**, all major site plans are subject to the criteria listed in City Code Section 515.90, Subd. 33, regarding consistency with the Comprehensive Plan, conformity with the Zoning Ordinance and compatibility with adjacent properties, among other criteria;

**WHEREAS**, a public hearing concerning the Major Site Plan Review was held before the Inver Grove Heights Planning Commission on February 3, 2009;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS**, that the Major Site Plan Review criteria for a 46,740 +/- square foot addition and renovation of City Hall is hereby approved 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 modified herein:

Parcel Survey	dated 10/31/08
Site Plan	dated 10/31/08
Grading and Drainage Plan	dated 10/31/08
Landscaping Plan	dated 10/31/08
Elevation Plan	dated 10/31/08

2. All parking lot and building lighting on site shall be a down cast "shoe-box" style or cut-off style and the bulb shall not visible from property lines.

3. All plans shall be subject to the review and approval of the Fire Marshal.
4. Prior to the issuance of a building permit all grading, erosion control, and utility plans, or modifications thereof, must be approved by the City Engineer.
5. Any new rooftop and ground mounted mechanical equipment shall be screened 100% from view of the public.
6. Review of the stormwater management plan shall be reviewed by MnDot prior to disturbance of the site.

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

Adopted by the City Council of Inver Grove Heights this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

Ayes:  
Nays:

ATTEST:

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

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

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

RESOLUTION APPROVING A VACATION OF PART OF THE PUBLIC RIGHT OF  
WAY AS DEDICATED IN THE PLAT OF INVER GROVE HEIGHTS CIVIC  
CENTER

CASE NO. 09-03PRVAC

WHEREAS, a petition for vacation of roadway has been initiated by the City of Inver Grove Heights, for the following described public right-of-way situated in the City of Inver Grove Heights, Dakota County, State of Minnesota, to wit:

**That part of Barbara Avenue which lies southerly of the South line of the North Half of the Northwest Quarter of the Northwest Quarter of Section 16 and southerly of the South line of the North Half of the Northeast Quarter of the Northeast Quarter of Section 17**

WHEREAS, a notice of hearing on said petition has been duly published and posted in accordance with the applicable Minnesota Statutes, and

WHEREAS, a public hearing was held on said petition on February 3, 2009, at the Council Chambers, 8150 Barbara Avenue, and

WHEREAS, the Planning Commission then proceeded to hear all persons interested in said petition and all persons interested were afforded an opportunity to present their views and objections to the granting of said petition, and

WHEREAS, the City Council of Inver Grove Heights has determined that the vacation of said right of way would be in the public interest, and

**WHEREAS**, the City of Inver Grove Heights hereby reserves and retains a permanent public easement for drainage and utility purposes over, under, and across that part of vacated Barbara Avenue as described above.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, MINNESOTA:** That the above described right of way is hereby vacated per the approved survey pursuant to M.S.A. 412.851, subject to the City of Inver Grove Heights reserving and retaining forever a permanent public easement for drainage and utility purposes over, under, and across that part of vacated Barbara Avenue as described above.

Adopted by the City Council of Inver Grove Heights this \_\_\_\_ day of \_\_\_\_\_, 2009.

Ayes:

Nays:

---

George Tourville, Mayor

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:** February 3, 2009  
**SUBJECT:** **CITY OF INVER GROVE HEIGHTS – CASE NO. 09-03PRVAC**

**Reading of Notice**

Commissioner Simon read the public hearing notice to consider the request for a major site plan review for the City Hall expansion project and a vacation of a portion of Barbara Avenue south of 80<sup>th</sup> Street and east of Babcock Trail. 6 notices were mailed.

**Presentation of Request**

Heather Botten, Associate Planner, explained the request as detailed in the report. Ms. Botten advised that the request is for a major site plan review for a 46,740 square foot Public Safety addition and an interior remodel of City Hall and a vacation of a portion of Barbara Avenue. Ms. Botten advised that the subject site is zoned P, Public/Institutional and meets the minimum lot size and width requirements, as well as setbacks, Floor Area Ratio (FAR), and total building coverage requirements. She stated there were no specific parking requirements listed in the City Code for a city hall and therefore the required number of spaces could be determined by City Council. Staff believes the proposed number of parking spaces is an adequate amount for the future growth and current activity that takes place at City Hall. In regards to the proposed vacation, Ms. Botten advised there is no longer a need for the public right-of-way. She stated that Barbara Avenue would remain as it is today but would act more as a private drive area for access to the public building. Staff recommends approval of the request with the conditions listed in the report.

Commissioner Scales asked how many parking spaces currently existed at City Hall, to which Ms. Botten replied 148.

Commissioner Wippermann asked if Barbara Avenue would remain open for motor vehicle use, to which Ms. Botten replied in the affirmative.

Commissioner Wippermann asked if the vacation was needed for setback issues.

Ms. Botten replied that making that portion of Barbara Avenue into a private drive would alleviate some of the setbacks needed if it was still considered right-of-way.

Commissioner Simon asked staff to clarify the difference between the FAR and the building coverage requirements.

Ms. Botten explained that building coverage is just the footprint of the building whereas FAR is the total gross square footage of the building and would therefore include both levels.

Chair Bartholomew asked what the benefit would be to vacating the Barbara Avenue right-of-way, to which Ms. Botten replied that the right-of-way is no longer needed as the City facilities

act as a campus and the vacated land would be added to the abutting properties, increasing the lot sizes.

**Opening of Public Hearing**

There was no public testimony.

Chair Bartholomew asked Ms. Teppen if there had been any further discussion regarding the use of pervious pavers in the parking lot.

Jenelle Teppen, Assistant City Administrator, advised there had been no further decision on pervious pavers as they had only just received the stormwater report which was now under review. She stated it would be bid as an alternate if the Council moved forward with the bid.

Commissioner Gooch asked if he understood correctly that the Council would make a decision after the review of this overall plan layout as to whether or not they wanted to move forward with the project.

Ms. Teppen replied that was correct. She stated this was just one of the steps necessary to move the project towards completion. Ms. Teppen advised that Council would review the construction documents at a special meeting on February 17. If they were agreeable with those documents they would be asked to formally accept them on February 23 at the regular Council meeting. At that point the project could go to bid.

**Planning Commission Discussion**

Commissioner Hark asked what the purpose of the vacation was, to which Chair Bartholomew replied it would allow them to increase the lot size.

**Planning Commission Recommendation**

Motion by Commissioner Koch, second by Commissioner Simon, to approve the request for a major site plan review for the Public Safety expansion/City Hall renovation project, and a vacation of a portion of Barbara Avenue right-of-way, with the conditions listed in the report.



Lot Size/Width. The subject site is located within the P, Public/Institutional zoning district which has a minimum lot size of 1 acre and a minimum lot width of 100 feet. The subject lot, including the Barbara Avenue right-of-way, is about 12.3 acres in size and about 336 feet wide at Babcock Trail. The lot is platted to include the maintenance building, cold storage building, and administration building as part of a “campus” on one tax parcel. The subject lot meets the minimum lot size and width requirements.

Setback Standards. All building setbacks for the proposed addition are met.

Floor Area Ratio. Within the “P” district, the maximum floor to area ratio is .25. The size of the property is 535,984 square feet. Adding the square footage of the maintenance building, cold storage building and the new public safety/city hall building the total **gross** square feet would be 131,272 or a floor/area ratio of .24.

Building Coverage. Within the “P” district, the maximum building coverage is 20%. The size of the lot is 535,984 square feet. The total proposed building footprint on the site is 100,848 square feet, or 18.8% of the site. This includes building footprints for the maintenance building, the cold storage building and the proposed City Hall.

Building Height. The proposed average height of the building would be about 30 feet which is below the maximum 40 feet allowed. All new rooftop and ground mounted mechanical equipment shall be screened 100% from view of the public.

Access/Parking. A vacation application has been submitted and discussed later in the report in relation to vacating a portion of Barbara Avenue. The main access to City Hall would still be from Barbara Avenue.

Specific parking requirements for a city hall are not listed in the Zoning Code parking requirements. When a use is not covered in the code, the required number of spaces can be determined by the most similar use, or as determined by the Council. There are currently 148 parking spaces at City Hall. This is a sufficient number of parking spaces for day to day use. The proposed plans show 153 parking spaces plus 10 stalls inside a garage for police vehicles. Staff believes the proposed number of parking spaces is an adequate amount for the future growth and current activity that takes place at City Hall. All parking setbacks have been met.

Landscaping. Landscaping requirements require a total of 47 overstory trees or the equivalent to be planted as part of the expansion/renovation.

The applicant has provided a landscape plan which shows deciduous trees, shrub plantings, and perennials and ornamental grasses. There are 86 overstory trees and an equivalent of 40 trees in shrubs for a total of 126 trees demonstrated on the plans. The proposed plan meets the landscaping requirements.

Exterior Materials. The proposed materials used for the addition would match the existing building consisting of brick, metal panels, and glass/windows. The materials proposed comply with code requirements.

Parking Lot and Building Lighting. The site plan does not show any details of lighting for the lot or building. All exterior lighting shall be diffused or directed away from all property lines and public right-of-ways. The direct source of light shall not be visible from any abutting property or public right-of-way. The plans will be subject to the review of the Chief Building Official at time of building permit review.

Signage. All signage must comply with the signage allotment for the “P” zoning district. Signage would be reviewed with the submittal of a sign permit.

Grading and Drainage. Overall, the stormwater management plan is proposing bio-swales, infiltration areas, ponding, and a bio-retention basin for permanent stormwater features. Also, proposed is a porous asphalt parking area on the east side of the building and south entrance to the public safety section. Due to the stormwater management system draining into the MnDot pond, review by MnDot will be required. Final site, grading, storm water management, and erosion control plans shall be approved by the City Engineer.

### VACATION

The application includes a request to vacate a 60 foot wide portion of Barbara Avenue right-of-way. The City Hall, Public Works buildings, and Community Center are all part of a civic center area. The land was subdivided into two lots with right-of-way for a public street when the first of the civic buildings were constructed. Since the area functions as a civic center campus, there is no longer a need for a public right-of-way. Constructed Barbara Avenue will remain, however it will now act as a driveway for access to the public buildings. The vacation of right-of-way would start at the south boundary line of Robert’s funeral home and continue to Babcock Trail. The right-of-way easement to be vacated is shown on Exhibit B.

Engineering and Planning have reviewed the request and found the road right-of-way vacation to be acceptable.

### ALTERNATIVES

The Planning Commission has the following actions available for the request:

- A. Approval. If the Planning Commission finds the application to be acceptable, the following action should be taken:
- Approval of the Vacation of right-of-way and Major Site Plan Review for a 46,740 +/- square foot public safety addition and renovation to City Hall 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 modified herein:

Parcel Survey	dated 10/31/08
Site Plan	dated 10/31/08
Grading and Drainage Plan	dated 10/31/08
Landscaping Plan	dated 10/31/08
Elevation Plan	dated 10/31/08

2. All parking lot and building lighting on site shall be a down cast “shoe-box” style or cut-off style and the bulb shall not visible from property lines.
3. All plans shall be subject to the review and approval of the Fire Marshal.
4. Prior to the issuance of a building permit all grading, erosion control, and utility plans, or modifications thereof, must be approved by the City Engineer.
5. Any new rooftop and ground mounted mechanical equipment shall be screened 100% from view of the public.
6. Review of the stormwater management plan shall be reviewed by MnDot prior to disturbance of the site.

- B. Denial.** If the Planning Commission does not favor the proposed applications or portions thereof, the above request or requests should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

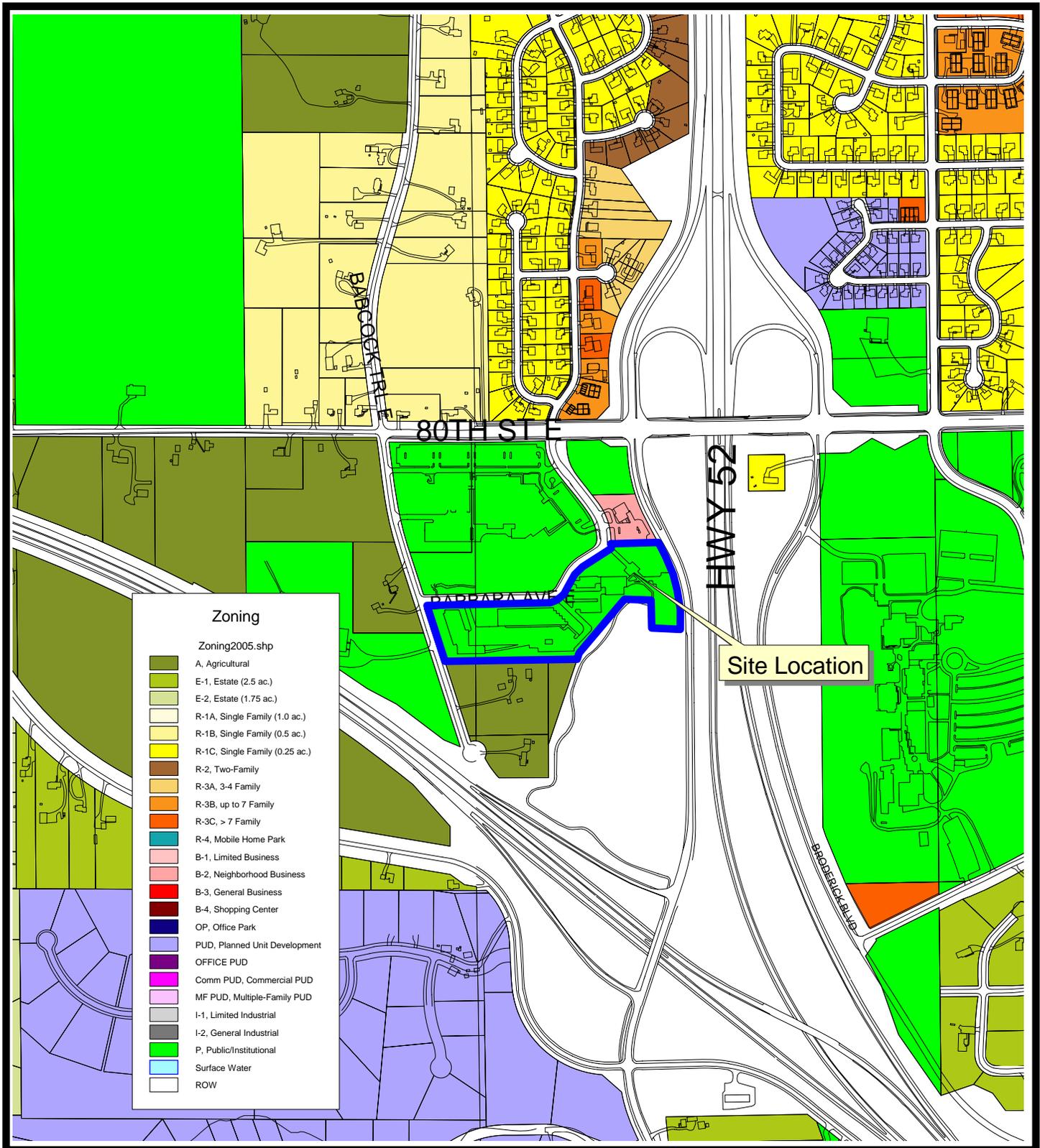
**RECOMMENDATION**

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

- Attachments:
- a- Zoning and Location Map
  - b- Map of Barbara Avenue Vacation
  - c- Applicant Narrative
  - d- Site Plan
  - e- Grading Plan
  - f- Landscape Plan
  - g- Elevation Plan



City of IGH  
Case No. 09-03PRV

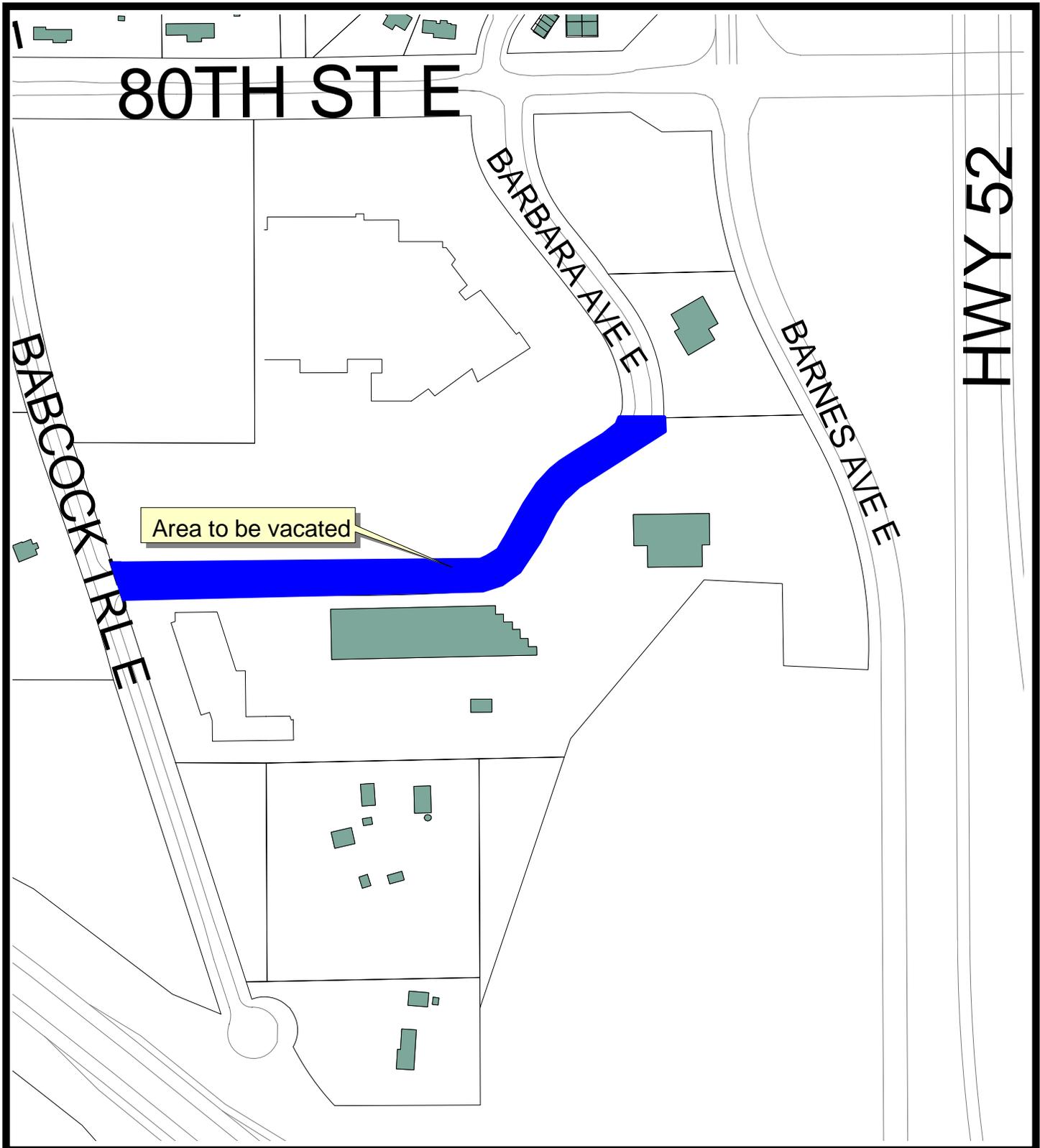


Zoning	
Zoning2005.shp	
[Green]	A, Agricultural
[Light Green]	E-1, Estate (2.5 ac.)
[Yellow-Green]	E-2, Estate (1.75 ac.)
[Yellow]	R-1A, Single Family (1.0 ac.)
[Light Yellow]	R-1B, Single Family (0.5 ac.)
[Yellow-Orange]	R-1C, Single Family (0.25 ac.)
[Orange]	R-2, Two-Family
[Light Orange]	R-3A, 3-4 Family
[Dark Orange]	R-3B, up to 7 Family
[Red-Orange]	R-3C, > 7 Family
[Teal]	R-4, Mobile Home Park
[Light Pink]	B-1, Limited Business
[Pink]	B-2, Neighborhood Business
[Red]	B-3, General Business
[Dark Red]	B-4, Shopping Center
[Dark Blue]	OP, Office Park
[Light Blue]	PUD, Planned Unit Development
[Purple]	OFFICE PUD
[Magenta]	Comm PUD, Commercial PUD
[Light Purple]	MF PUD, Multiple-Family PUD
[Grey]	I-1, Limited Industrial
[Dark Grey]	I-2, General Industrial
[Light Green]	P, Public/Institutional
[Light Blue]	Surface Water
[White]	ROW



Map is not to scale

Exhibit A  
Zoning and Location Map



Map is not to scale

Exhibit B  
Portion of Barbara Ave to be vacated

January 30, 2009

Major Site Plan Review Written Statement

Proposed Public Safety Addition/City Hall Renovation

The City proposes an addition on to the west side of the City Hall to serve the Police Department and Fire Administration. Following completion of the addition renovation of the existing City Hall will take place. A total proposed square feet of new and renovated space is 67,030.



**EXISTING FEATURES LEGEND**

- FOUND MONUMENT
- SET MONUMENT MARKED WITH LS 43504
- - - - - EXISTING EASEMENT LINE
- Δ - Δ - RIGHT OF ACCESS LINE/RESTRICTED ACCESS
- - - CURB LINE
- - - BUILDING OVERHANG/CANOPY LINE
- - - CHAIN LINK FENCE
- - - WATER LINE
- - - STORM SEWER LINE
- - - MAJOR CONTOUR
- - - MINOR CONTOUR
- SPOT ELEVATION
- STORM SEWER CATCH BASIN SQUARE
- STORM SEWER CATCH BASIN ROUND
- STORM SEWER MANHOLE
- MONITORING WELL
- ROOF DRAIN
- CONIFEROUS TREE AND SIZE
- DECIDUOUS TREE AND SIZE
- ▨ CONCRETE PAVEMENT
- ▨ BITUMINOUS PAVEMENT
- ▨ EXISTING BUILDING

**PROPOSED FEATURES LEGEND**

- - - - - PROPERTY LINE
- - - - - ADJACENT PROPERTY LINE
- - - - - LIMITS OF DISTURBANCE
- - - - - MAJOR CONTOUR
- - - - - MINOR CONTOUR
- - - - - RIDGE LINE
- - - - - RIP RAP PROTECTION
- - - - - STORM SEWER
- - - - - DRAIN TILE
- STORM MANHOLE
- OUTLET CONTROL STRUCTURE
- STORM AREA INLET
- STORM CATCH BASIN
- ▶ FLARED END SECTION
- ▨ PERMANENT EROSION CONTROL BLANKET
- ◀ EOP=XXX.XX EMERGENCY OVERFLOW ROUTE/ELEVATION
- X C/C=SW/JORN FINISHED GRADE SPOT ELEVATION
- ▲ HIGH POINT ELEVATION

**BENCHMARKS:**

- TOP NUT OF FIRE HYDRANT LOCATED ON THE EAST SIDE OF BARBARA LANE, EAST OF THE NORTHEAST ENTRANCE TO INVER GROVE HEIGHTS CITY HALL. ELEV. = 928.82
  - 3" ALUMINUM DISC IN THE TOP OF THE BARRIER AT THE SOUTH EAST CORNER OF BARNES AVENUE BRIDGE AND TRUNK HIGHWAY NO. 55. ELEV. = 959.37
- BENCHMARKS PROVIDED BY THE CITY OF INVER GROVE HEIGHTS. NO VERTICAL DATUM REFERENCE WAS AVAILABLE.

STORM SEWER SCHEDULE										
STRUCTURE NO.	STRUCTURE DETAIL	RIM/GRATE ELEVATION	INV. IN ELEVATION	INV. OUT ELEVATION	PIPE ID NO.	PIPE SIZE/TYPE	PIPE LENGTH (FT.)	PIPE SLOPE (FT./FT.)		
SD01	HEADWALL	---	---	924.00	---	---	---	---		
SD02	MANHOLE	927.50	924.56	924.46	SD02-SD01	12" RCP	87.31	0.0050		
SD03	BEEHIVE INLET	929.00	924.80	924.70	SD03-SD02	12" RCP	26.56	0.0050		
SD04	EX. MANHOLE	924.40	917.50	916.50	SD04-SD05	15" RCP	34.08	0.0293		
SD05	CATCH BASIN	924.50	---	918.50	SD05-SD04	15" RCP	34.08	0.0293		
SD06	CATCH BASIN	924.25	---	917.75	SD06-SD04	15" RCP	12.30	0.0200		
SD07	EX. MANHOLE	---	---	914.00	---	---	---	---		
SD08	CATCH BASIN	921.50	916.16	916.06	SD08-SD07	15" RCP	82.48	0.0250		
SD09	F.E.S.	926.25	---	911.21	SD09-SD08	15" RCP	86.66	0.0250		
SD10	MANHOLE	---	911.40	911.30	SD10-SD9	18" RCP	22.02	0.0250		
SD11	MANHOLE	---	911.78	911.68	SD11-SD10	18" RCP	68.15	0.0080		
SD12	BEEHIVE INLET	---	912.00	911.90	SD12-SD11	15" RCP	30.56	0.0040		
SD13	BEEHIVE INLET	915.75	914.57	914.47	SD13-SD12	15" RCP	82.43	0.0300		
SD14	BEEHIVE INLET	926.50	---	917.10	SD14-SD13	15" RCP	84.22	0.0300		

STORM SEWER SCHEDULE (CONT.)										
STRUCTURE NO.	STRUCTURE DETAIL	RIM/GRATE ELEVATION	INV. IN ELEVATION	INV. OUT ELEVATION	PIPE ID NO.	PIPE SIZE/TYPE	PIPE LENGTH (FT.)	PIPE SLOPE (FT./FT.)		
SD15	AREA DRAIN	915.85	---	912.35	SD15-SD11	6" PVC	21.93	0.0260		
SD16	F.E.S.	---	---	911.00	SD16-SD15	24" RCP	47.06	0.0044		
SD17	AREA INLET	914.65	911.36	911.26	SD17-SD16	18" RCP	59.63	0.0044		
SD18	OUTLET STRUCTURE	914.50	912.00	912.00	SD18-SD17	21" RCP	142.28	0.0044		
SD19	SUB. F.E.S.	---	---	910.00	SD19-SD18	15" RCP	35.75	0.0000		
SD20	F.E.S.	---	---	904.00	---	---	---	---		
SD21	BEEHIVE INLET	912.50	---	905.85	SD21-SD20	15" RCP	61.60	0.0300		
SD22	EX. MANHOLE	911.20	908.20	908.20	---	---	---	---		
SD23	MANHOLE	912.60	909.45	909.35	SD23-SD22	15" RCP	115.37	0.0100		
SD24	MANHOLE	916.50	911.87	911.77	SD24-SD23	15" RCP	231.90	0.0100		
SD25	MANHOLE	916.00	912.56	912.46	SD25-SD24	15" RCP	45.65	0.0130		

**SEEDING/SODDING:**

- SEE SHEET C402 FOR TEMPORARY SEEDING/STABILIZATION SCHEDULE.
- SEE LANDSCAPE PLAN SHEETS FOR PERMANENT SEEDING/SODDING SCHEDULE.

**STORM SEWER NOTES:**

- ALL STORM SEWER CONSTRUCTION IS IN ACCORDANCE WITH MNDOT 2501-2511 SPECIFICATIONS.
- CONNECTIONS TO EXISTING STRUCTURES SHALL BE MADE BY CORE DRILLING THE STRUCTURES AT THE PROPOSED INVERT ELEVATIONS AND INSTALLING A RUBBER BOOT, GROUT IN THE BOOT AND FORM A SMOOTH, WATER TIGHT INVERT FOR THE NEW SEWER LINE.
- ALL STORM PIPE ENTERING STRUCTURES SHALL BE GROUTED TO ASSURE CONNECTION AT STRUCTURE IS WATER TIGHT.

**GRADING & DRAINAGE NOTES:**

- ALL SEDIMENTATION AND EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) BEFORE BEGINNING SITE GRADING ACTIVITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL TEMPORARY EROSION AND SEDIMENTATION CONTROL DEVICES DURING CONSTRUCTION AND REMOVING THE DEVICES AFTER COMPLETION OF CONSTRUCTION AND FINAL STABILIZATION HAS BEEN REACHED.
- CONTRACTOR SHALL STRIP, STOCKPILE AND RE-SPREAD EXISTING ON-SITE TOPSOIL TO PROVIDE A UNIFORM THICKNESS ON ALL DISTURBED AREAS TO BE SEED OR SODDED. A MINIMUM OF 6" OF TOPSOIL MUST BE APPLIED TO ALL DISTURBED AREAS OF THE DEVELOPMENT PRIOR TO SEEDING OR SODDING.
- CONTRACTOR SHALL MITIGATE ALL COMPACTION IMPACTS TO PLANTING AREAS AS SHOWN ON THE LANDSCAPE PLAN DURING CONSTRUCTION WITH DEEP VIBRATION TECHNOLOGY OR OTHER APPROVED METHOD TO A DEPTH OF 24".
- GRADING OF INFILTRATION AREAS SHALL BE ACCOMPLISHED USING LOW-IMPACT EARTH-MOVING EQUIPMENT TO PREVENT COMPACTION OF UNDERLYING SOILS.
- ALL SUB MATERIAL BELOW THE SPECIFIED INFILTRATION DEPTH SHALL BE UNDISTURBED, UNLESS OTHERWISE NOTED.
- GRADES SHOWN ARE FINISHED GRADES. SPOT ELEVATIONS AT CURB LINES ARE FLOWLINE ELEVATIONS.
- FINAL GRADING TOLERANCES ARE ±0.2 FEET OF PLAN GRADES.
- UNDER PAVEMENTS SCARIFY AND RECOMPACT TOP 8-INCHES OF IMPORTED GRANULAR SOIL TO 100% STANDARD PROCTOR.
- CONTRACTOR TO VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING ANY CONSTRUCTION BY CALLING GOPHER STATE ONE-CALL (1.855.454.0002) METRO AREA, 1.800.252.1168 OUT STATE.
- CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM BUILDINGS FOR ALL NATURAL AND PAVED AREAS.

**BIORETENTION AREA CONSTRUCTION SEQUENCING:**

- INSTALL SILT FENCE AND/OR OTHER APPROPRIATE TEMPORARY EROSION CONTROL DEVICES TO PREVENT SEDIMENT FROM LEAVING OR ENTERING THE PRACTICE.
- ALL DOWN-GRADIENT PERIMETER SEDIMENT CONTROL BMP'S MUST BE IN PLACE BEFORE ANY UP GRADIENT LAND DISTURBING ACTIVITY BEGINS.
- PERFORM CONTINUOUS INSPECTIONS OF EROSION CONTROL PRACTICES.
- INSTALL UTILITIES (WATER, SANITARY SEWER, AND DRY UTILITIES) PRIOR TO SETTING FINAL GRADE OF FILTRATION DEVICE.
- ROUGH GRADE THE SITE. IF FILTRATION AREAS ARE BEING USED AS TEMPORARY SEDIMENT BASINS LEAVE A MINIMUM OF 3 FEET OF COVER OVER THE PRACTICE TO PROTECT THE UNDERLYING SOILS FROM CLOGGING.
- PERFORM ALL OTHER SITE IMPROVEMENTS.
- SEED AND MULCH AREAS AFTER DISTURBANCE.
- CONSTRUCT FILTRATION DEVICE UPON STABILIZATION OF CONTRIBUTING DRAINAGE AREA.
- IMPLEMENT TEMPORARY AND PERMANENT EROSION CONTROL DEVICES.
- PLANT BIORETENTION DEVICE.
- REMOVE TEMPORARY EROSION CONTROL DEVICES AFTER THE CONTRIBUTING DRAINAGE AREA IS ADEQUATELY VEGETATED.

**INFILTRATION AREA CONSTRUCTION SEQUENCING:**

- INSTALL SILT FENCE AND/OR OTHER APPROPRIATE TEMPORARY EROSION CONTROL DEVICES TO PREVENT SEDIMENT FROM LEAVING OR ENTERING THE PRACTICE.
- ALL DOWN-GRADIENT PERIMETER SEDIMENT CONTROL BMP'S MUST BE IN PLACE BEFORE ANY UP GRADIENT LAND DISTURBING ACTIVITY BEGINS.
- PERFORM CONTINUOUS INSPECTIONS OF EROSION CONTROL PRACTICES.
- INSTALL UTILITIES (WATER, SANITARY SEWER, AND DRY UTILITIES) PRIOR TO SETTING FINAL GRADE OF FILTRATION DEVICE.
- ROUGH GRADE THE SITE.
- PERFORM ALL OTHER SITE IMPROVEMENTS TAKING THE LOCATION AND FUNCTION OF THE STORM WATER BMP'S INTO CONSIDERATION.
- SEED AND MULCH AREAS AFTER DISTURBANCE. AS REQUIRED BY THE NPDES PERMIT.
- CONSTRUCT FILTRATION DEVICE UPON STABILIZATION OF CONTRIBUTING DRAINAGE AREA.
- IMPLEMENT TEMPORARY AND PERMANENT EROSION CONTROL DEVICES.
- REMOVE TEMPORARY EROSION CONTROL DEVICES AFTER THE CONTRIBUTING DRAINAGE AREA IS ADEQUATELY VEGETATED, IN ACCORDANCE WITH THE NPDES PERMIT.



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Facsimile: 612-339-6212  
www.bkvgroup.com



NOT FOR  
CONSTRUCTION

PROJECT TITLE  
Inver Grove Heights  
Public Safety Addition  
& City Hall Remodel

KEY PLAN NORTH ARROW  
DESIGN  
DEVELOPMENT  
PACKAGE

CERTIFICATION  
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

William D. Matzek Date  
4/5/10

License Number

REVISIONS No. DATE

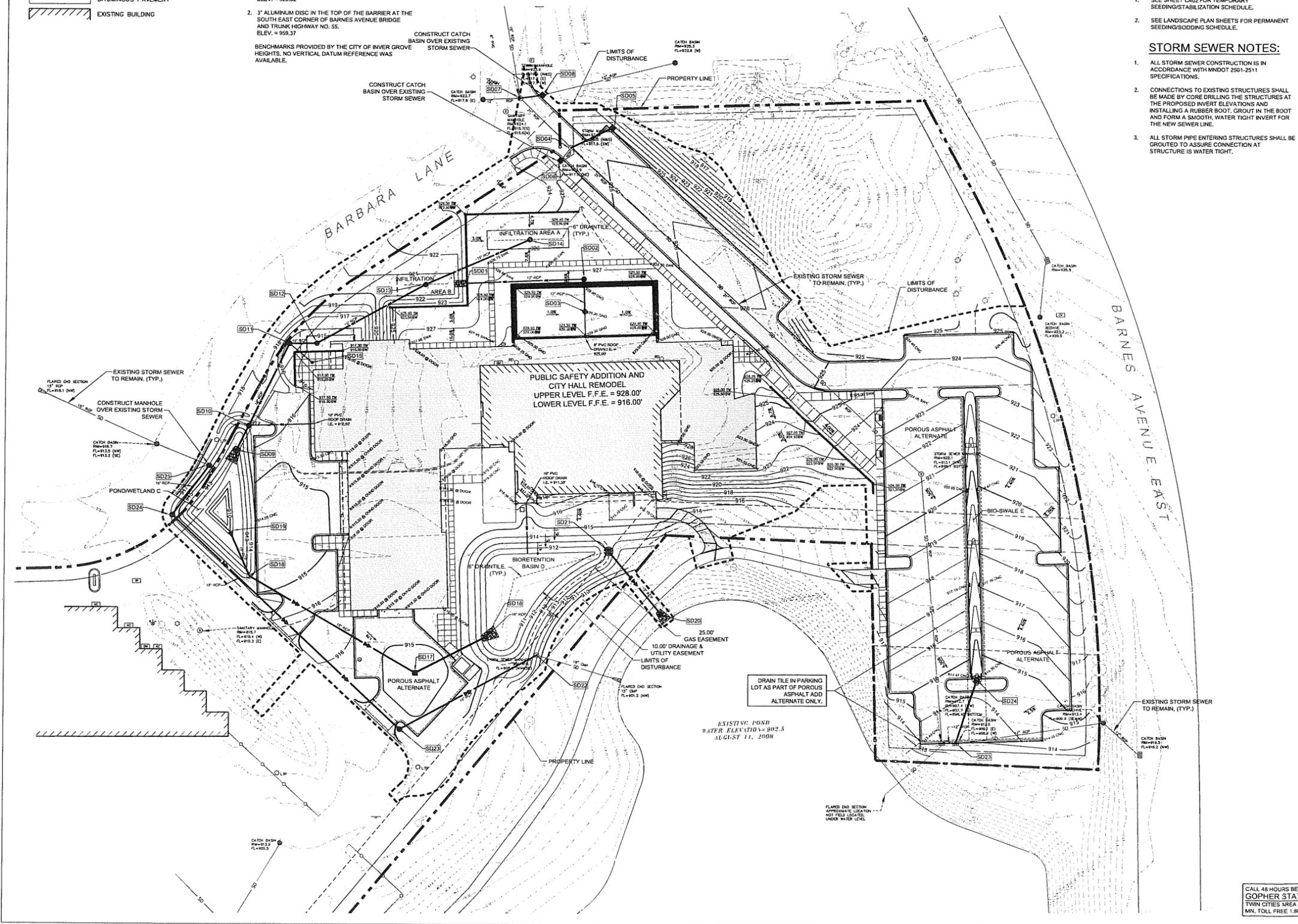
DATE 10.31.08  
DRAWN BY RTS  
CHECKED BY MOJ  
COMMISSION NO. 164301

SHEET TITLE

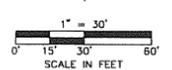
GRADING &  
DRAINAGE PLAN

SHEET NUMBER

C201



CALL 48 HOURS BEFORE DIGGING  
GOPHER STATE ONE CALL  
TWIN CITIES AREA 651.454.0002  
MN. TOLL FREE 1.800.252.1168

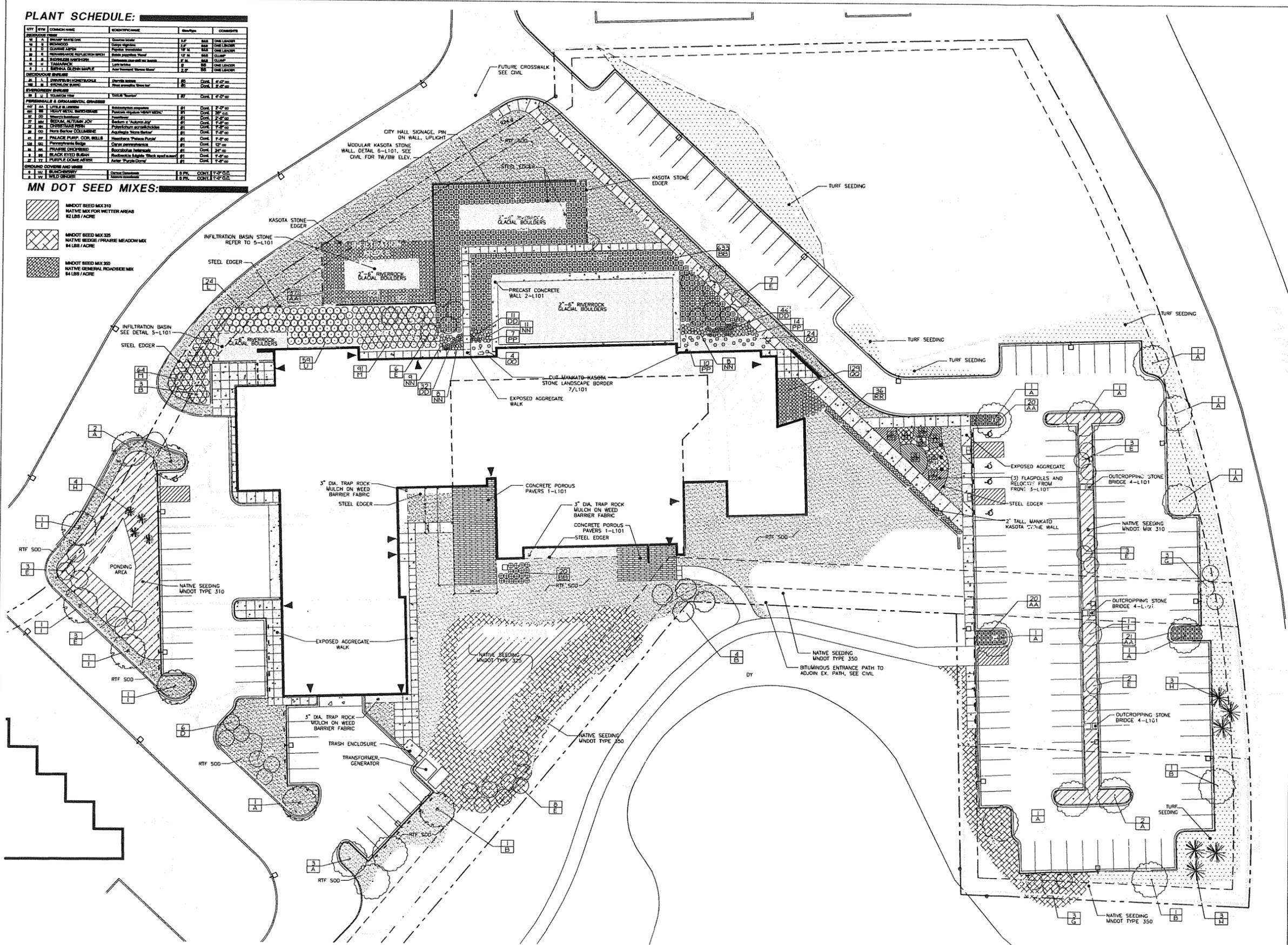


**PLANT SCHEDULE:**

QTY	SYM	COMMON NAME	SCIENTIFIC NAME	Size/Sp. No.	COMMENTS
1	A	BURCH WHITE OAK	Quercus laevis	1.5" DB	ONE LEAVEN
1	B	DOGWOOD	Cornus florida	1.5" DB	ONE LEAVEN
1	C	GLAZED YEW	Taxus canadensis	1.5" DB	ONE LEAVEN
1	D	REDWOOD	Liquidambar styraciflua	1.5" DB	ONE LEAVEN
1	E	DOGWOOD	Cornus florida	1.5" DB	ONE LEAVEN
1	F	DOGWOOD	Cornus florida	1.5" DB	ONE LEAVEN
1	G	DOGWOOD	Cornus florida	1.5" DB	ONE LEAVEN
1	H	DOGWOOD	Cornus florida	1.5" DB	ONE LEAVEN
1	I	DOGWOOD	Cornus florida	1.5" DB	ONE LEAVEN
1	J	DOGWOOD	Cornus florida	1.5" DB	ONE LEAVEN
1	K	DOGWOOD	Cornus florida	1.5" DB	ONE LEAVEN
1	L	DOGWOOD	Cornus florida	1.5" DB	ONE LEAVEN
1	M	DOGWOOD	Cornus florida	1.5" DB	ONE LEAVEN
1	N	DOGWOOD	Cornus florida	1.5" DB	ONE LEAVEN
1	O	DOGWOOD	Cornus florida	1.5" DB	ONE LEAVEN
1	P	DOGWOOD	Cornus florida	1.5" DB	ONE LEAVEN
1	Q	DOGWOOD	Cornus florida	1.5" DB	ONE LEAVEN
1	R	DOGWOOD	Cornus florida	1.5" DB	ONE LEAVEN
1	S	DOGWOOD	Cornus florida	1.5" DB	ONE LEAVEN
1	T	DOGWOOD	Cornus florida	1.5" DB	ONE LEAVEN
1	U	DOGWOOD	Cornus florida	1.5" DB	ONE LEAVEN
1	V	DOGWOOD	Cornus florida	1.5" DB	ONE LEAVEN
1	W	DOGWOOD	Cornus florida	1.5" DB	ONE LEAVEN
1	X	DOGWOOD	Cornus florida	1.5" DB	ONE LEAVEN
1	Y	DOGWOOD	Cornus florida	1.5" DB	ONE LEAVEN
1	Z	DOGWOOD	Cornus florida	1.5" DB	ONE LEAVEN

**MN DOT SEED MIXES:**

- MN DOT SEED MIX 310  
NATIVE MIX FOR WETTER AREAS  
82 LBS / ACRE
- MN DOT SEED MIX 325  
NATIVE WEDGE / PRAIRIE MEADOW MIX  
84 LBS / ACRE
- MN DOT SEED MIX 350  
NATIVE GENERAL PRAIRIE MIX  
84 LBS / ACRE



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**NOT FOR  
CONSTRUCTION**

**Inver Grove Heights  
Public Safety Addition  
& City Hall Remodel**

**DESIGN  
DEVELOPMENT  
PACKAGE**

**CERTIFICATION**  
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Landscape Architect under the laws of the State of Minnesota.

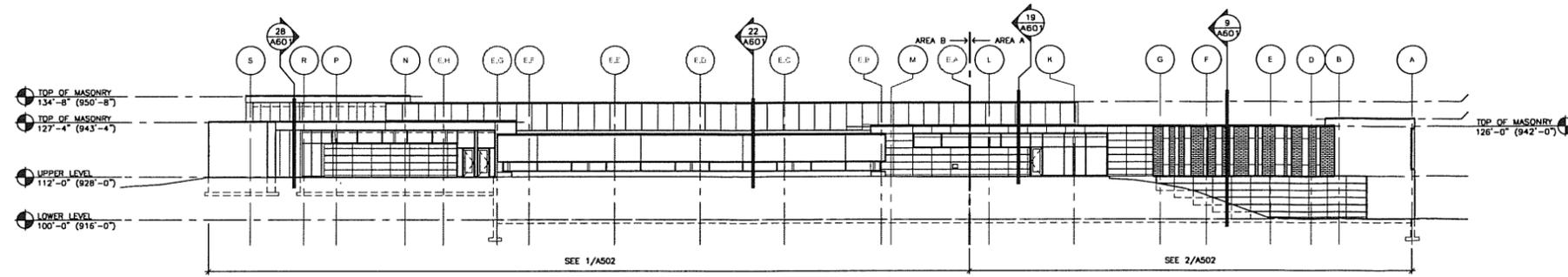
Jesse Symonikwicz Date  
26970 License Number

REVISIONS	No.	DATE

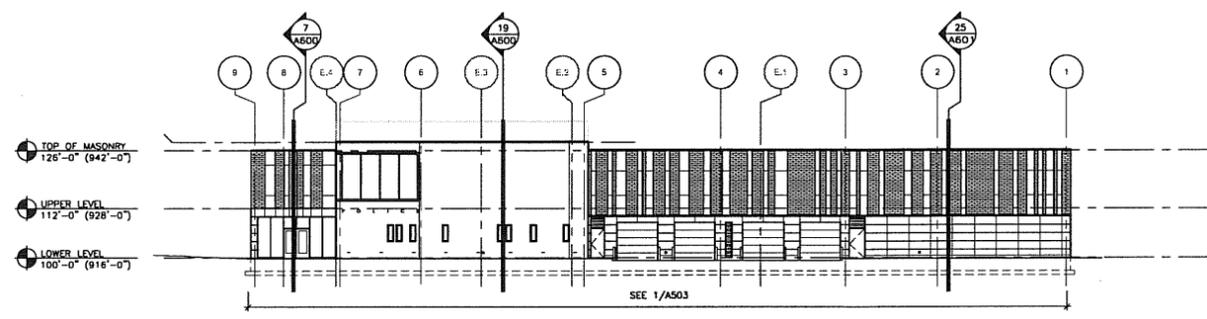
DATE 10-31-08  
DRAWN BY JL  
CHECKED BY JS  
COMMISSION NO. 164301

**LANDSCAPE PLAN**

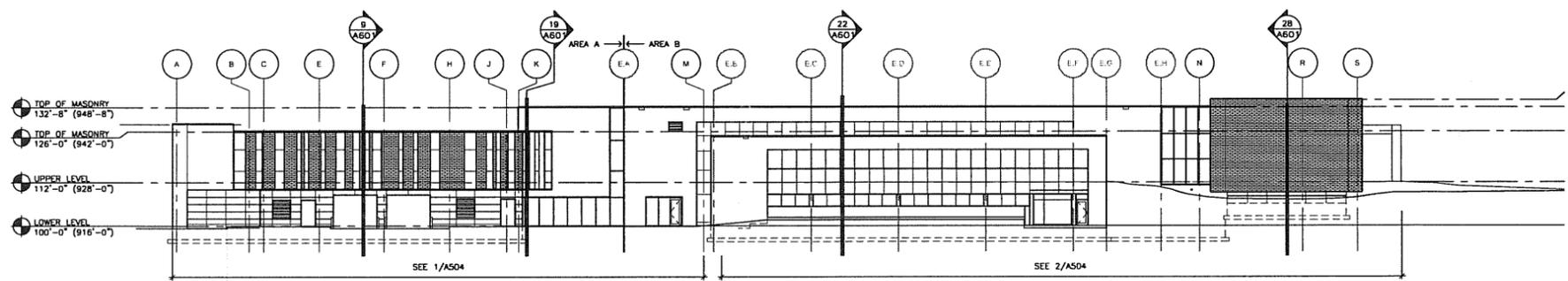
**L100**



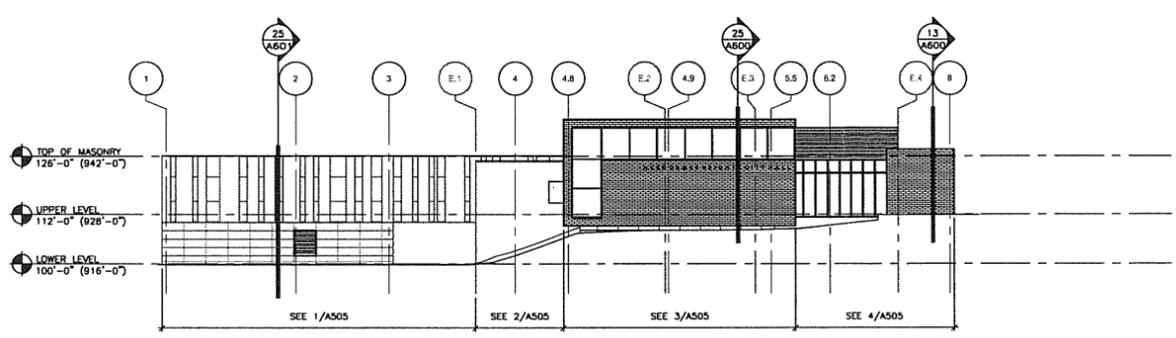
1 NORTH ELEVATION - REFERENCE  
A501/1/16" = 1'-0"



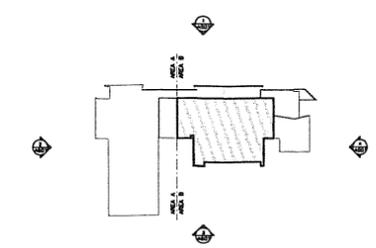
2 WEST ELEVATION - REFERENCE  
A501/1/16" = 1'-0"



3 SOUTH ELEVATION - REFERENCE  
A501/1/16" = 1'-0"



4 EAST ELEVATION - REFERENCE  
A501/1/16" = 1'-0"



Inver Grove Heights  
Public Safety Addition  
& City Hall Remodel

OWNER  
REVIEW  
PACKAGE

**CERTIFICATION**  
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional under the laws of the State of Minnesota.

Date \_\_\_\_\_

License Number \_\_\_\_\_

REVISIONS	No.	DATE

DATE 2/2/09  
DRAWN BY J.B.  
CHECKED BY J.N.  
COMMISSION NO. 164301

EXTERIOR  
ELEVATIONS

**A501**

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Acquisition of 6535 Doffing Avenue**

Meeting Date: February 23, 2009  
 Item Type: Regular Meeting  
 Contact: Thomas J. Link: 651-450-2546  
 Prepared by: Tom Link, Director of Community Development  
 Reviewed by: N/A

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

**PURPOSE/ACTION REQUESTED**

The City Council is to consider adoption of the enclosed Resolution Approving the Acquisition of Property at 6535 Doffing Avenue.

**SUMMARY**

The City established the Doffing Avenue Voluntary Acquisition Program in the late 1990's when it received a Flood Hazard Mitigation Grant from the Minnesota Department of Natural Resources (DNR). The purpose of this program is to acquire properties, on a voluntary basis, in the Doffing Avenue Area so that the buildings can be removed, the floodplain restored, and the area eventually redeveloped as a community park.

The City has a contract with the Dakota County Community Development Agency (CDA) to assist with the administration of the acquisition program. The CDA has sent letters to all Doffing Avenue Area property owners informing them of the voluntary acquisition program. The City and the CDA have acquired seventeen properties and received inquiries from other property owners interested in possibly selling to the City.

Duane Weitzel is the owner of a business property (Bee-Line) at 6535 Doffing Avenue. The property is legally described as the north half of Lot 12, Block 33 and all of Lots 13 and 14, Block 32, Inver Grove Factory Addition. Mr. Weitzel contacted the CDA and requested the City to purchase the property.

Braun Intertec, the City's environmental consultant, recently completed a Phase II site investigation because of the property's use as an automotive repair shop. The investigation consisted of collecting and analyzing seven soil borings. No volatile organic compounds (VOC's) or PCB's were detected. Minor amounts of PAH's and metals were detected with all of them below state threshold standards. Though no remediation is expected to be necessary, Braun Intertec has recommended that we obtain Minnesota Pollution Control Agency approval of a No Association letter and a Remediation Action Plan. The Plan would propose no action.

The City Council discussed this matter in January and provided the CDA and City staff with direction. The enclosed resolution would approve the acquisition of the property, through the CDA, consistent with that direction. The resolution also authorizes payment of \$215,000, the CDA's appraised fair market value, plus State deed tax and title insurance premium. \$5,000 of this payment would be placed in escrow to pay for limited environmental remediation, including

the removal of any junk or debris that remains on the site. The purchase is subject to DNR funding and MPCA approvals.

Though the property lies within the Doffing Avenue area, it lies outside the 100 year floodplain. The property, therefore, does not qualify for reimbursement from the DNR Flood Hazard Mitigation Grant. The acquisition would be funded from the City's Host Community Fund, as allocated through the City's 2009 budget.

Staff recommends approval of the Resolution Approving the Acquisition of Property at 6457 Donnelly Avenue.

Enc: Resolution  
Map

cc: Melissa Taphorn, Dakota County Community Development Agency

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

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

RESOLUTION APPROVING THE ACQUISITION OF PROPERTY  
AT 6535 DOFFING AVENUE

WHEREAS, the City has received a Flood Hazard Mitigation Grant from the Minnesota Department of Natural Resources, a Community Development Block Grant from the U.S. Department of Housing and Urban Development, and a Supplemental Environmental Program Grant from the Minnesota Pollution Control Agency for the purpose of acquiring properties in the Mississippi River Floodplain and eventually reclaiming that floodplain; and

WHEREAS, the City has used these grant monies to establish a program for the voluntary acquisition of properties along Doffing Avenue in the Mississippi River Floodplain; and

WHEREAS, Duane Weitzel is the owner of a business property at 6535 Doffing Avenue, legally described as the north half of Lot 12, Block 33 and all of Lots 13 and 14, Block 33, Inver Grove Factory Addition, Dakota County, Minnesota, and has requested the City to acquire their property:

WHEREAS, said property lies in the Doffing Avenue Neighborhood:

NOW, THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS hereby approves the acquisition of 6535 Doffing Avenue from Duane Weitzel, through the offices of the Dakota County Community Development Agency; and

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

NOW, THEREFORE, BE IT FURTHER RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS hereby authorizes payment in the amount of \$215,000, plus State Deed Tax and title insurance premium, to be paid from the Host Community Fund.

NOW, THEREFORE, BE IT FURTHER RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS hereby approves the Purchase Agreement.

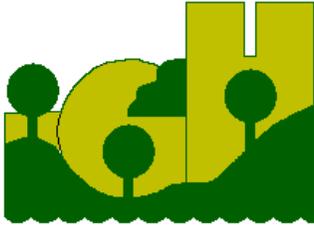
Passed by the City Council of the City of Inver Grove Heights on the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

AYES:  
NAYS:

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

ATTEST:

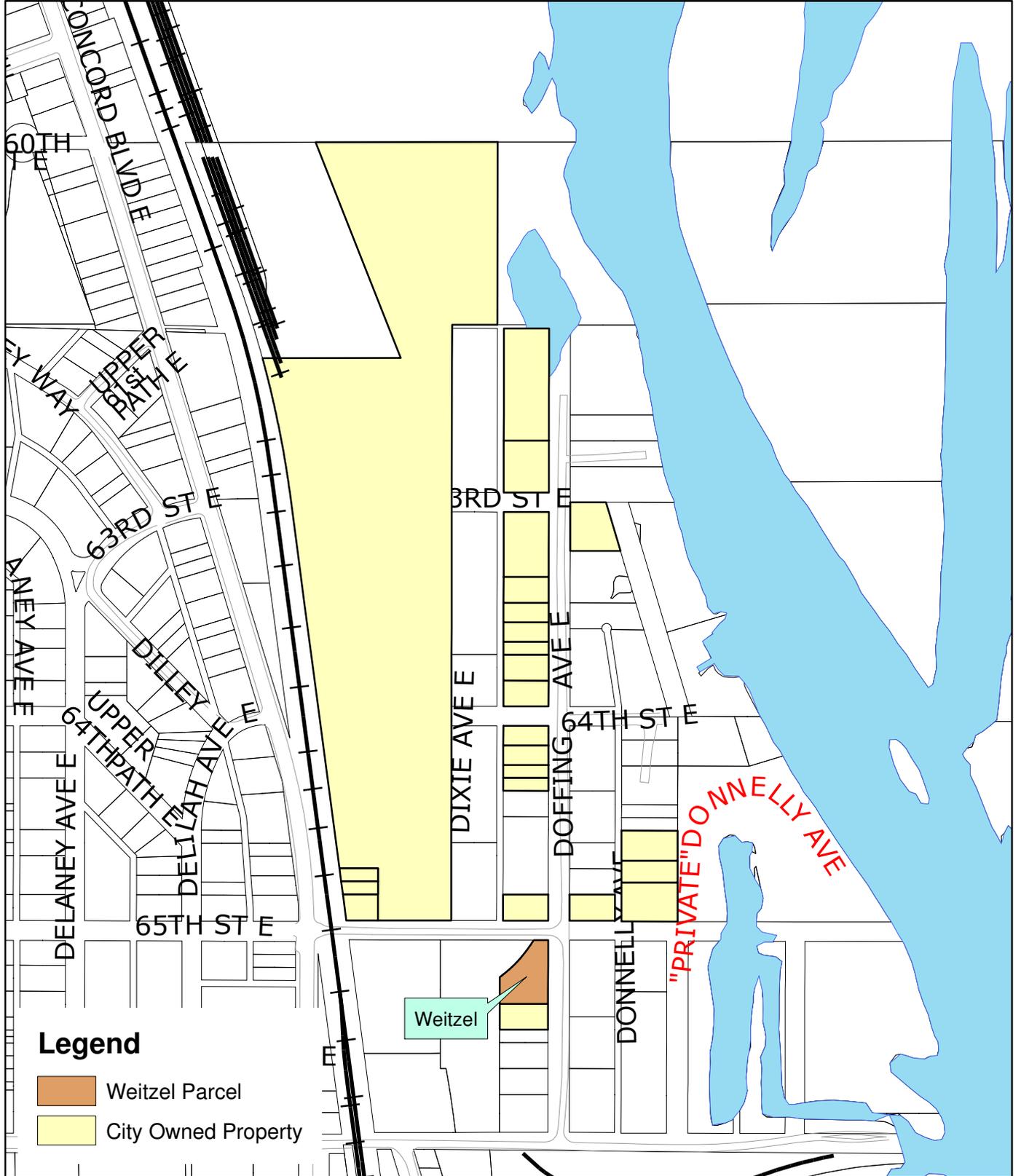
\_\_\_\_\_  
Melissa Rheume, Deputy Clerk



Inver Grove Heights

# Doffing Avenue Voluntary Acquisition Program Weitzel Property

February 23, 2009



**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Approve Carryover of Unused Budget Appropriations and Approve Transfers**

Meeting Date: February 23, 2009  
Item Type: Regular  
Contact: Ann Lanoue 651-450-2517  
Prepared by: Ann Lanoue, Finance Director  
Reviewed by: N/A



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

**PURPOSE/ACTION REQUESTED**

Approve the Carryover of Unused Budget Appropriations from the 2008 Budget to 2009 and Approve Transfers effective 12/31/08.

**SUMMARY**

Appropriations for the 2008 Budget expired as of December 31, 2008. As in past years some items were not completed in 2008 and we are requesting carryover of unused 2008 appropriations to the 2009 Budget. They are:

- Police - \$100 uniform item ordered in 2008 not received until January 2009
- Police - \$9,000 Automatic Vehicle Locator for tracking police vehicles (this is in conjunction with the DCC)
- Fire - \$19,400 – for Image Trend, the new county-wide records management system
- Fire - \$600 – for training supplies ordered in 2008 not received until 2009
- Fire - \$4,400 – for two washer/dryer units and a smoke machine ordered in 2008 but not received until 2009
- Fire - \$9,600 – for brush fire gear ordered in 2008 but not received until 2009
- Fire - \$57,400 – carpeting in Station 3 and non-skid floors in both stations scheduled to be completed in 2008 but not done until 2009
- Fire - \$5,700 – parking lot at Station 1
- Streets - \$32,000 – repair and maintenance of streets
- Streets - \$33,000 for storm water pond inlet and outlet structures
- Streets - \$47,000 – materials for street repairs
- Community Center - \$70,000 for the City’s share of the gym floor replacement in the Armory. This project was budgeted in 2008 and will not be completed until 2009
- Sewer Utility - \$48,000 – relining & rehabilitation of sanitary sewer contracted in 2008 but not completed at the end of the year

In addition we are requesting transfers effective December 31, 2008 as follows:

- Streets - \$14,643 to Project 2008-14 Kryzer Addition Drainage Improvements
- Streets - \$12,788 to Project 2007-15 Old Concord Blvd. Drainage Improvements (Funding for these two projects was to come from the General Fund per Council action when the projects were approved)
- Community Development - \$150,000 to Project 9811 Doffing Avenue Acquisitions (\$150,000 was contributed to the General Fund from the Host Community Fund for this purpose)

- Planning - \$30,000 to Project 2007-20 Comprehensive Plan Update
- Host Community Fund - \$526,597 to fund the deficit in the Community Center Fund for 2008. (\$522,900 was budgeted for this transfer in the 2008 budget)

The General Fund prior to these carryovers and transfers has a surplus of \$425,692. This is very good considering that the 2008 amended budget had a contribution from fund balance of \$425,800 from carryovers from the 2007 budget and the Governor unallotted \$263,211 in Market Value Homestead Credit in December 2008.

Each department was asked to submit their requests for carryovers and transfers. When these items were received we saw that the requests greatly exceeded the 2008 General Fund surplus. In order to not reduce the Fund Balance we were unable to recommend all the requests. A list of the original requests and the recommended amounts are attached to this memo.

Also attached to this summary is the resolution for these actions, copies of requests for carryovers from departments and preliminary budget to actual schedules for the General Fund, Community Center Fund, and Sewer Operating Fund prior to these transactions.

### **RECOMMENDATION**

I recommend approval of the attached resolution.

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

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

**RESOLUTION AUTHORIZING AND DIRECTING THE CARRYOVER OF 2008  
BUDGET APPROPRIATIONS BY AMENDING THE 2009 BUDGET AND  
APPROVING 2008 TRANSFERS**

**WHEREAS**, there are a number of items that were appropriated for in the 2008 Budget which were not accomplished during the fiscal year, and

**WHEREAS**, it is desirable that these items be accomplished during 2009 and there needs to be budget appropriations in the 2009 Budgets for these items.

**NOW, THEREFORE BE IT RESOLVED, BY THE CITY OF INVER GROVE HEIGHTS:** that the 2009 Budgets are hereby amended as follows:

General Fund:

Police	101-4000-421.60-40	Increase \$	9,000
Police	101-4000-421.60-45	Increase	100
Fire	101-4200-423.30-70	Increase	19,400
Fire	101-4200-423.60-18	Increase	600
Fire	101-4200-423.60-65	Increase	4,400
Fire	101-4200-423.60-45	Increase	9,600
Fire	101-4200-423.80-20	Increase	57,400
Fire	101-4200-423.40-40	Increase	5,700
Streets	101-5200-443.40-46	Increase	32,000
Streets	101-5200-443.40-47	Increase	33,000
Streets	101-5200-443.60-16	Increase	47,000
Contribution from Fund Balance	101-0000-399.10-00	Increase	218,200
Community Center Fund Contribution from Fund Balance	505-6200-453.80-20	Increase	70,000
	505-0000-399.10-00	Increase	70,000
Sewer Utility Fund Contribution from Retained Earnings	502-7200-514.40-43	Increase	48,000
	502-0000-399.20-00	Increase	48,000

**BE IT FURTHER RESOLVED**, that the following transfers are authorized effective December 31, 2007:

From: General Fund	101-9200-590.91-10	\$207,431
To: 2008 Local Improvement Construction Fund	428-0000-391.10-00	14,643
To: 2007 Local Improvement Construction Fund	427-0000-391.10-00	12,788

To:	2005 Local Improvement Construction Fund	425-0000-391.10-00	150,000
To:	2007 Local Improvement Construction Fund	427-0000-391.10-00	30,000
From:	Host Community Fund	451-9200-590.91-10	526,597
To:	Community Center Fund	505-0000-391.10-00	526,597

Adopted by the City of Inver Grove Heights this 23rd day of February 2009.

Ayes:

Nays:

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

ATTEST:

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

Carry Overs & Transfers Requested from 2008 Budget to 2009 Budget

**General Fund**

Administration:

Other Professional Services (Community Survey)

Amount Requested 30,000

Amount Recommended -

Community Development:

Transfer out Land Acct 80-10 Doffing Acq. Proj 9811

Amount Requested 150,000

Amount Recommended 150,000

Planning:

Transfer Out Planning Services Acct 30-60

2008 Comprehensive Plan Update Proj 0720

Planning Services Proj 0018

Amount Requested 30,000

Amount Recommended 30,000

24,138

-

54,138

30,000

Police:

Uniforms & Clothing (item ordered in 2008 rc'd in 2009)  
Small Tools & Misc. Equip. (Automatic Vehicle Locater)

145

100

9,000

9,000

9,145

9,100

Fire:

Other Prof Services - Image Trend - County Wide Records Mgmt  
Training supplies - books ordered in 2008 rc'd in 2009  
Janitorial Supplies - 2 Washer/Dryer Units & Smoke Machine (ordered in 2008 rc'd in 2009)  
Uniforms & Clothing - brush fire gear ordered in 2008 rc'd in 2009  
Capital Outlay - carpeting Station 3. Non-skid floors in both stations  
Parking Lot

19,400

19,400

640

600

4,400

4,400

9,600

9,600

57,350

57,400

5,700

5,700

97,090

97,100

Streets:

Transfers Out per City Council actions:

Project 2008-14 Kryzer Addition Drainage Impr. To be funded by 2008 street Mtce budget (40-47)  
Project 2007-15 Old Concord Blvd Drainage Impr. To be funded by 2008 street Mtce budget (40-46)

14,643

14,643

12,788

12,788

27,431

27,431

Scott's Memo -

Repair & Maintenance - Roads  
Repair & Maintenance - Structures  
Supplies Maintenance

190,000

32,000

240,000

33,000

50,000

47,000

480,000

112,000

507,431

139,431

Total Streets requests

Total Carryovers & Transfers Requested in General Fund

847,804

425,631

Surplus in General Fund at 12/31/2008

425,692

Requests in excess of surplus

422,112

**City of Inver Grove Heights, Minnesota**  
**Statement of Revenues, Expenditures, and**  
**Changes in Fund Balance - Budget and Actual**  
**General Fund**  
**For the Year Ended December 31, 2008**

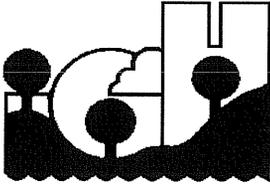
	<u>Budget</u>		Actual Amounts	Variance with Final Budget- Positive (Negative)
	<u>Original</u>	<u>Final</u>		
<b>REVENUES</b>				
General property tax	\$ 13,758,100	\$ 13,758,100	\$ 13,223,315	\$ (534,785)
Intergovernmental revenue	411,700	411,700	692,655	280,955
Licenses and permits	884,600	884,600	818,150	(66,450)
Charges for services	903,400	903,400	1,064,227	160,827
Fines and forfeits	165,000	165,000	228,450	63,450
Franchise fees	71,700	71,700	78,252	6,552
Rentals	113,000	113,000	107,402	(5,598)
Donations	-	-	1,790	1,790
Investment income	150,000	150,000	211,921	61,921
Miscellaneous	-	-	52,174	52,174
Total revenues	<u>16,457,500</u>	<u>16,457,500</u>	<u>16,478,336</u>	<u>20,836</u>
<b>EXPENDITURES</b>				
Current:				
General government	1,910,900	1,910,900	1,855,133	55,767
Public safety	6,710,700	6,766,500	6,774,103	(7,603)
Public works	3,565,400	3,844,400	3,450,936	393,464
Recreation	1,538,500	1,538,500	1,527,625	10,875
Community development	1,306,100	1,306,100	1,254,231	51,869
Contingency	99,200	99,200	-	99,200
Capital outlay	201,000	292,000	67,341	224,659
Total expenditures	<u>15,331,800</u>	<u>15,757,600</u>	<u>14,929,369</u>	<u>828,231</u>
Excess of revenue over (under) expenditures	<u>1,125,700</u>	<u>699,900</u>	<u>1,548,967</u>	<u>849,067</u>
<b>OTHER FINANCING (USES) SOURCES</b>				
Transfers in	650,000	650,000	652,425	2,425
Transfers (out)	<u>(1,775,700)</u>	<u>(1,775,700)</u>	<u>(1,775,700)</u>	<u>-</u>
Total other financing (uses) sources	<u>(1,125,700)</u>	<u>(1,125,700)</u>	<u>(1,123,275)</u>	<u>2,425</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ (425,800)</u>	425,692	<u>\$ 851,492</u>
Fund balance - beginning			<u>5,193,387</u>	
Fund balance - ending			<u>\$ 5,619,079</u>	

**City of Inver Grove Heights, Minnesota**  
**Schedule of Revenues, Expenditures, and**  
**Changes in Fund Balance - Budget and Actual**  
**Community Center Fund**  
**For the Year Ended December 31, 2008**

	<u>Budget</u>		Actual Amounts	Variance with Final Budget- Positive (Negative)
	<u>Original</u>	<u>Final</u>		
<b>REVENUES</b>				
Charges for services	\$ 2,071,100	\$ 2,071,100	\$ 1,932,107	\$ (138,993)
Rentals	37,300	37,300	37,300	-
Donations	130,000	130,000	124,680	(5,320)
Investment income	-	-	823	823
Miscellaneous	1,200	1,200	23,636	22,436
Total revenues	<u>2,239,600</u>	<u>2,239,600</u>	<u>2,118,546</u>	<u>(121,054)</u>
<b>EXPENDITURES</b>				
Current				
Recreation	2,624,300	2,647,700	2,616,487	31,213
Capital outlay	138,200	147,200	28,656	118,544
Total expenditures	<u>2,762,500</u>	<u>2,794,900</u>	<u>2,645,143</u>	<u>149,757</u>
Excess of revenue over (under) expenditures	<u>(522,900)</u>	<u>(555,300)</u>	<u>(526,597)</u>	<u>28,703</u>
<b>OTHER FINANCING (USES) SOURCES</b>				
Transfers in	522,900	522,900		(522,900)
Total other financing (uses) sources	<u>522,900</u>	<u>522,900</u>	<u>-</u>	<u>(522,900)</u>
Net change in fund balances	<u>\$ -</u>	<u>\$ (32,400)</u>	(526,597)	<u>\$ (494,197)</u>
Fund balances - beginning			<u>-</u>	
Fund balances - ending			<u>\$ (526,597)</u>	

**City of Inver Grove Heights, Minnesota**  
**Schedule of Revenues, Expenditures, and**  
**Changes in Fund Balance - Budget and Actual**  
**Sewer Operating Fund**  
**For the Year Ended December 31, 2008**

	<u>Budget</u>		Preliminary Actual Amounts	Variance with Final Budget- Positive (Negative)
	<u>Original</u>	<u>Final</u>		
<b>REVENUES</b>				
Utility Revenues	\$ 2,627,000	\$ 2,627,000	\$ 2,597,088	\$ (29,912)
Investment income	150,000	150,000	189,481	39,481
Total revenues	<u>2,777,000</u>	<u>2,777,000</u>	<u>2,786,569</u>	<u>9,569</u>
<b>EXPENDITURES</b>				
Current	<u>2,518,600</u>	<u>2,553,500</u>	<u>2,459,705</u>	<u>93,795</u>
Total expenditures	<u>2,518,600</u>	<u>2,553,500</u>	<u>2,459,705</u>	<u>93,795</u>
Excess of revenue over (under) expenditures	<u>258,400</u>	<u>223,500</u>	<u>326,864</u>	<u>103,364</u>
Net change in fund balances	<u>\$ 258,400</u>	<u>\$ 223,500</u>	326,864	<u>\$ 103,364</u>
Unrestricted Net assets - beginning			<u>5,243,913</u>	
Unrestricted Net assets - ending			<u>\$ 5,570,777</u>	



CITY OF INVER GROVE HEIGHTS

MEMORANDUM

TO: Ann Lanoue, Finance Director  
FROM: Jenelle Teppen, Assistant City Administrator  
SUBJECT: 2008 Budget Carry-Over  
DATE: February 17, 2009

---

Ann, please include in your carry-overs to the 2009 budget \$30,000 that remains in Administration - 101.1100.413.30.70 – Other Professional Services.

These funds included money budgeted for the purposes of doing a community survey in 2009.

Thanks. Please let me know if you have any questions.

## MEMO

### CITY OF INVER GROVE HEIGHTS

**TO:** Ann Lanoue, Director of Finance

**FROM:** Thomas J. Link, Director of Community Development 

**DATE:** February 12, 2009

**SUBJECT:** 2008 Budget - Carryover

I hereby request that the following unused funds from the 2008 budget be carried over to 2009:

- Community Development – Capital Outlay – Land (3000-101-419-80-10) \$150,000: These funds are budgeted for the acquisition of properties in the Doffing Avenue Area. The program, which began in 1999, will carry through 2009 and into subsequent years. The funds were not used in 2008 because the number of acquisitions was moderate and the City was able to use grant funds. However, the number of acquisitions is expected to increase significantly in 2009 while the level of grant assistance will drop sharply. Currently, we are completing or negotiating the acquisition of six properties.
- Planning – Planning Services (3200-101-419-30-60) \$54,138.51: The planning activities scheduled for 2008 will continue into the year 2009. These projects include various studies in the Northwest Area, environmental investigation and remediation in the Concord Neighborhood, update of planning database, and studies relating to the MnDOT Highway 52 site. \$30,000 should be transferred to the 2008 Comprehensive Plan Update (Project #0720) (account 427-5920-727) and \$24,138.51 should be transferred to the Planning Services Fund 420 (account 420-5918-720).

Thank you for your consideration. If you have any questions or need additional information, please contact me.

TJL/kf



**Streicher's - Minneapolis**  
 10911 W Hwy 55  
 Minneapolis, MN 55441  
 Phone: 763-546-1155  
 Fax: 763-546-6776

www.PoliceHQ.com  
 Federal ID # 41-1458127

**SALES INVOICE**

Original

Invoice Number: I587679  
 Invoice Date: 01/13/09  
 Page: 1

Remit To Address:  
 PO Box 41398  
 Minneapolis MN 55441-0398

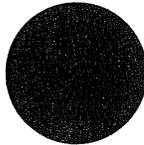
**Bill To:** 153162  
 INVER GROVE HEIGHTS- Uniforms  
 UNIFORM ALLOWANCE ACCT  
 8150 Barbara Ave  
 Inver Grove Heights, MN 55077

**Ship To:**  
 INVER GROVE HEIGHTS- Uniforms  
 UNIFORM ALLOWANCE ACCT  
 8150 Barbara Ave  
 Josh Otis  
 Inver Grove Heights, MN 55077

**Ship Via:** UPS Service  
**Payment Terms:** Uniform Allowance  
**Operator ID:** TJC

**P.O. Number:** Verbal  
**Person Ordering:** Josh Otis  
**Sales Order No.:** S740515

Item Description	Unit	Order Qty	Qty. Shipped	Qty B/O	Unit Price	Total Price
IT-XTI Light: XTI Procyon, Rail Mounted LED, 6V	EA	1	1		144.99	144.99



# 101-4000-421-60-45

Amount Subject to Sales Tax	Taxable	Non-Taxable	Amount Exempt from Sales Tax	Subtotal:	144.99
144.99	144.99	0.00	0.00	Total Sales Tax:	9.42
				Payment:	0.00
				Total Due:	154.41

## Ann Lanoue

---

**From:** Charles Kleckner  
**Sent:** Monday, December 01, 2008 3:23 PM  
**To:** Ann Lanoue  
**Subject:** 2008 Budget Carryover

Ann, So I don't forget, I have \$9,000 in the 2008 Budget (Small Tools & Misc. Equipment) for Automatic Vehicle Locater (AVL) for tracking police vehicles that I will need to carry over to 2009. It sounds like it will now be done in the first quarter of 2009 (it's in conjunction with the DCC). Thanks, Chuck

TO: Ann Lanoue, Finance Director  
FROM: Judy Thill, Fire Chief  
SUBJECT: Budget Rollover 2009  
DATE: February 17, 2009

I would like to rollover 2008 Fire Department funds to 2009 in the following accounts:

- |       |                             |                          |   |
|-------|-----------------------------|--------------------------|---|
| 80-20 | Capital Outlay              | \$57,350                 |   |
|       | -                           | \$10,200                 | is for new carpeting for station 3 training room that was part of the 2008 ADA and remodel project but was not installed until January 2009.  |
|       | -                           | The remainder, \$47,150, | is for the non-skid floor project for both stations that was not able to be completed in 2008 because cold weather set in before it could be started.   |
| 30-70 | Other Professional Services | \$19,400                 |   |
|       | -                           | This money               | is for the contract for Image Trend, the new county-wide records management system. The contract was signed in 2008, but we have not made the switch yet until we can get our personnel trained, which will be in late February. This is for licensing costs, transfer of data and training of personnel. |
| 60-18 | Training Supplies           | \$640                    |   |
|       | -                           | This money               | is for firefighter training books that were ordered in 2008 and have since arrived in 2009.   |
| 60-11 | Janitorial Supplies         | \$4,400                  |   |
|       | -                           | This money               | was in the wrong budget line item in 2008 and should be rolled into 60-65, Supplies Other. It is for two washer/dryer units (one for each station) and a smoke machine that were all ordered in 2008 and have since arrived in 2009.  |
|       | -                           |                          |   |
| 60-45 | Uniforms and Clothing       | \$9,600                  |   |
|       | -                           | This money               | is for brush fire gear that was ordered in 2008 and has since been received in 2009.  |

Please let me know if you have any questions. Thank you.

## Ann Lanoue

---

**From:** Joe Lynch  
**Sent:** Tuesday, February 17, 2009 4:07 PM  
**To:** Ann Lanoue  
**Subject:** FW: Rollover

What do you think?

Joe Lynch  
City Administrator  
Inver Grove Heights  
651.450.2511  
651.450.2502 Fax

---

**From:** Judy Thill  
**Sent:** Tuesday, February 17, 2009 3:47 PM  
**To:** Joe Lynch  
**Subject:** Rollover

Joe

Not sure if something needs to be done in regards to rolling over any money (if required) for the rest of the station 1 paving project. Since it was not originally in any budget and since it was delayed until spring of 2009 for completion, I didn't know if some money somewhere should be rolled over to pay for it.

Judy

*Judy Thill, CSP  
Fire Chief  
Inver Grove Heights Fire Department  
50 Years of Pride and Commitment!*

7015 Clayton Avenue E.  
Inver Grove Heights, MN 55076  
651-450-2495  
[jthill@ci.inver-grove-heights.mn.us](mailto:jthill@ci.inver-grove-heights.mn.us)

*The happiest of people don't necessarily have the best of everything;  
they just make the most of everything that comes their way.*

MEMO

CITY OF INVER GROVE HEIGHTS

**TO:** Ann Lanoue, Finance Director  
**FROM:** Scott D. Thureen, Public Works Director  
**DATE:** February 13, 2009 *SDT*  
**SUBJECT:** Requested Funds to be Encumbered in 2009

Public Works is requesting that the following funds from the 2008 budget be encumbered for 2009.

<u>Streets</u>	<u>Description</u>	<u>Amount</u>
<b>Account No. 101-5200-443-40-46</b>	<b>Repair and Maintenance – Roads</b>	<b>\$190,000</b>

These funds are needed for the repair and maintenance of streets. We are experiencing another hard winter and expect as much, if not more, issues with bituminous pavement damage this spring. Street Maintenance crews worked the majority of last summer to repair streets, with some contract help. We will likely need to use additional contractor assistance to complete all of the necessary repairs this coming summer.

<u>Streets</u>	<u>Description</u>	<u>Amount</u>
<b>Account No. 101-5200-443-40-47</b>	<b>Structures</b>	<b>\$240,000</b>

These funds are for needed repairs and maintenance of storm sewers and drainage ponds. The City is required to implement a maintenance program of our storm water system, under our NPDES Phase II Storm Water Permit, to reduce runoff contamination and these funds would be used for this maintenance program. Much of the work will be done by contractors. Staff has been preparing bidding documents for seven projects as well as a substantial amount of work that will be performed by City personnel.

<u>Streets</u>	<u>Description</u>	<u>Amount</u>
<b>Account No. 101-5200-443-60-16</b>	<b>Supplies – Maintenance</b>	<b>\$50,000</b>

We anticipate additional materials will be needed for street repairs. Some larger scale patching projects will be done to allow us to delay reconstruction of some streets.

<u>Sewer</u>	<u>Description</u>	<u>Amount</u>
<b>Account No. 502-7200-514-40-43</b>	<b>Repair and Maintenance – Utilities</b>	<b>\$48,000</b>

These funds are for the relining and rehabilitation of approximately 1660 feet of 8” sanitary sewer in 2009. The work was contracted in 2008 and is not yet complete.

If you have any questions regarding any of these requests, please contact me.

SDT/kf

## Ann Lanoue

---

**From:** Scott Thureen  
**Sent:** Friday, February 13, 2009 2:37 PM  
**To:** Ann Lanoue  
**Subject:** Carry-Over Memo Adjustments

Ann,

The minimum amount I would like to see carried-over in each account would be:

101-5200-443.40-46 \$32,000

101-5200-443.40-47 \$33,000

502-7200-514.40-43 \$48,000

Thanks,

Scott

## Ann Lanoue

---

**From:** Cathy Shea  
**Sent:** Thursday, February 12, 2009 3:54 PM  
**To:** Ann Lanoue  
**Subject:** Projects - Budget Carry over (Transfers)  
**Attachments:** Proj 0814.pdf; Proj 0715.pdf

Ann,

This is a reminder – I don't know if I was supposed give you this for budget carryover request(s) or if you had it.

Project 2008-14 (Kryzer Addition Drainage Improvements) Per Agenda Item 4I on June 9, 2008 "project funding is provided in the 2008 Street Maintenance Division budget (101-5200-443.40.47). Total Cost of Project to date is: \$14,642.94. (428-0000-391.10-00)

Project 2007-15 (Old Concord Blvd Drainage Improvements) Per Scott- financed through Street Repair & Maint. Budget 2/11/08 Total Cost of Project to date: 12,788.40.  
(427-0000-391.10-00)

*carryover from 2007 45-46*

We also discussed \$150,000 for the "Concord Flood Plain Acquisition" project #9811 (in Fund 425). I believe this was done last couple of years also –from the General Fund.  
(425-0000-391.10-00)

Cathy Shea  
Assistant Finance Director  
City of Inver Grove Heights  
8150 Barbara Ave.  
Inver Grove Heights, MN 55077  
651-450-2521

## Ann Lanoue

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**From:** Tracy Petersen  
**Sent:** Monday, January 05, 2009 11:39 AM  
**To:** Ann Lanoue  
**Subject:** FW: Armory Gym Floor

**Importance:** High

Just received an invoice for \$588.91 from Buetow and Associates for services from Aug-Dec, 2008. So, the new final amount to be carried forward in 2009 should be \$69,987.43

Thanks.

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**From:** Tracy Petersen  
**Sent:** Monday, December 29, 2008 2:33 PM  
**To:** Ann Lanoue  
**Cc:** Teri O'Connor; Eric Carlson  
**Subject:** FW: Armory Gym Floor

Ann,

The amount we have paid in 2008 for the gym floor includes:

Buetow and Associates:	\$3,005.66
Braun Intertec:	<u>\$1,418.00</u>
Total Spent in 2008:	\$4,423.66

The amount to be carried forward in 2009 is \$70,576.34

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**From:** Eric Carlson  
**Sent:** Wednesday, December 24, 2008 10:31 AM  
**To:** Ann Lanoue  
**Cc:** Teri O'Connor; Tracy Petersen  
**Subject:** Armory Gym Floor

Ann

We have budgeted \$75,000 in the 2008 VMCC Operating Budget...the dollars represent ½ our estimated cost to hire a consultant, remove the floor, and install a new floor...the other ½ will be coming from the National Guard.

This project is not going to be completed in 2008...so we will need to carry forward the remaining dollars to 2009...I will ask Tracy to get back to you next week concerning how much of the \$75,000 has been spent to date so the balance can be carried to 2009.

Just wanted to give you a heads up.

Eric

Tracy\Teri

Could the two of you please determine the amount of \$ we have paid Buetow and Associates and the testing firm to date and let Ann know so she can have the balance carried into 2009.

Thanks!

Eric

*Eric Carlson  
Parks & Recreation Director  
8055 Barbara Ave  
Inver Grove Heights, MN 55077*

*"Discover the Opportunities"*

*Phone: 651.450.2587  
Fax: 651.450.2490  
Cell: 763.350.8850*

*Web: [www.ci.inver-grove-heights.mn.us](http://www.ci.inver-grove-heights.mn.us)  
VMCC: [www.funatthegrove.com](http://www.funatthegrove.com)  
Inver Wood Golf Course: [www.inverwood.org](http://www.inverwood.org)*

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Resolution Receiving the Third Amendment to the Feasibility Study and Scheduling a Public Hearing for City Project No. City Project No. 2008-11 (Southern Sanitary Sewer, East Segment) and Resolution Ordering City Project No. 2008-08 (T.H. 52 East Frontage Road)**

Meeting Date: February 23, 2009  
 Item Type: Regular  
 Contact: Scott D. Thureen, 651.450.2571  
 Prepared by: Scott D. Thureen, Public Works Director  
 Reviewed by: *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: Special Assessments, Sewer Connection Fund, Other City Funds

**PURPOSE/ACTION REQUESTED**

Consider resolution receiving the third amendment to the feasibility study and scheduling a public hearing for City Project No. City Project No. 2008-11 (Southern Sanitary Sewer, East Segment) and resolution ordering City Project No. 2008-08 (T.H. 52 East Frontage Road).

**SUMMARY**

Public Works received a petition on February 1, 2008 requesting that the City prepare a study of the feasibility of extending trunk sanitary sewer to serve the properties located south of 111<sup>th</sup> Street East, on the east side of T.H. 52. On February 11, 2008, City Council approved the preparation of a feasibility report by Kimley-Horn and Associates, Inc. A public hearing was held on April 14, 2008. At that time, the Council authorized the preparation of plans and specifications and the acquisition of easements, but did not order the project. The Council directed staff to investigate means to reduce the project cost to Swift Transportation and I-State.

City staff and Kimley-Horn worked with Mn/DOT to prepare the sanitary sewer plans that were included in Mn/DOT's plans for its East Frontage Road project (City Project No. 2008-08). That project is currently out for bid. Kimley-Horn has prepared the plans for the southern-most segment of the sanitary sewer (from 111<sup>th</sup> Street East to the Inver Grove Heights Distribution Center property) that would be constructed as City Project No. 2008-11. Kimley-Horn and staff also met with the five affected property owners to discuss the final plan and project financing. An amendment to the feasibility study presenting possible financing options for the Swift Transportation and I-State properties was received by the City Council, at its January 26, 2009 meeting, and a public hearing was scheduled for February 23, 2009 to consider ordering City Project No. 2008-11.

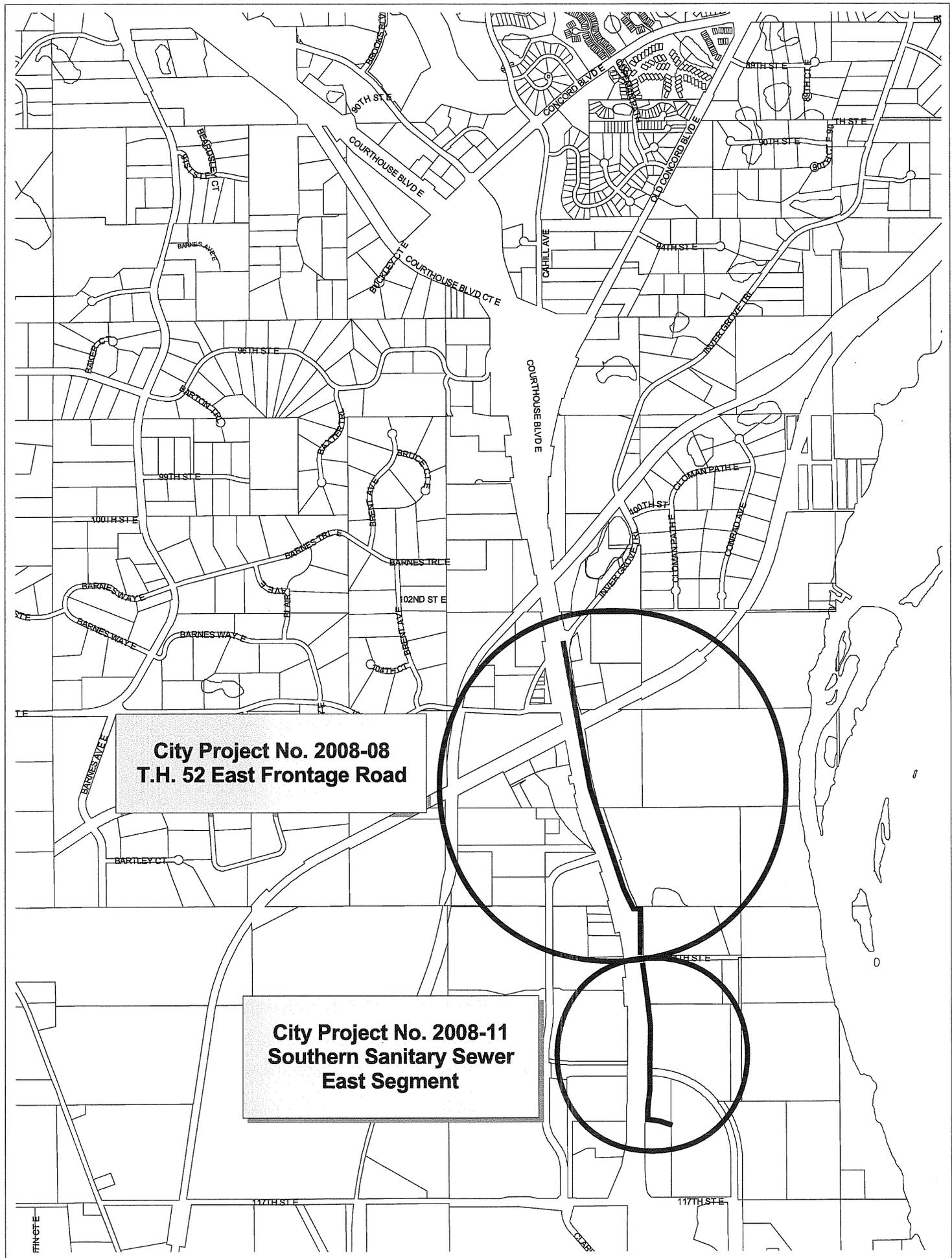
Due to a misunderstanding, the public hearing was not noticed and, thus, cannot be held on February 23, 2009. In addition, staff is still working with I-State to try to reach an agreement on a combination of assessment adjustments and project features to gain their support for the project. Swift Transportation has indicated that the proposed assessment adjustment presented in the second amendment to the Feasibility Study is not acceptable to them and that they still do not support the project.

Considering this information and the fact that Mn/DOT is scheduled to open bids for its T.H. 52 East Frontage Road project on February 27, 2009, I recommend that the Council order City Project No. 2008-08 (T.H. 52 East Frontage Road) and fund the City's cost for the trunk sanitary sewer that would be constructed with this project using the Sewer Connection Fund. This option was discussed with the Council at its January 12, 2009 study meeting. This action, coupled with approval of the project agreement with Mn/DOT, allows the frontage road project to proceed on schedule while the City preserves the ability to extend the sewer further to the south. The estimated total City cost with indirect costs is \$200,000.

I recommend that the Council receive the third amendment to the 2008-11 Feasibility Study, which breaks out the project costs and funding sources for 2008-08 and 2008-11, and that a public hearing for City Project No. 2008-11 (Southern Sanitary Sewer – East Segment) be scheduled for March 23, 2009. The additional time will allow staff to finalize discussions with I-State prior to the hearing.

SDT/kf

Attachments: Map  
Third Amendment to the 2008-11 Feasibility Report (handout on Monday)  
Resolution Receiving Third Amendment to the Feasibility Study and Scheduling Public Hearing  
for City Project No. 2008-11  
Resolution Ordering City Project No. 2008-08



**City Project No. 2008-08  
T.H. 52 East Frontage Road**

**City Project No. 2008-11  
Southern Sanitary Sewer  
East Segment**

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

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

**RESOLUTION RECEIVING THE THIRD AMENDMENT TO THE FEASIBILITY STUDY AND SCHEDULING A  
PUBLIC HEARING FOR CITY PROJECT NO. 2008-11 (SOUTHERN SANITARY SEWER – EAST SEGMENT)**

**WHEREAS**, on February 1, 2008, the City of Inver Grove Heights received a petition requesting extending trunk sanitary sewer to serve properties located on the east side of T.H. 52, south of 111<sup>th</sup> Street East; and

**WHEREAS**, City Council approved the preparation of feasibility report by Kimley-Horn and Associates, Inc. on February 11, 2008; and

**WHEREAS**, a feasibility report has been completed by Kimley-Horn and Associates, Inc. with reference to City Project No. 2008-11 – Southern Sanitary Sewer, East Segment; and

**WHEREAS**, a public hearing was held on April 14, 2008, where the City Council authorized the preparation of construction plans and specifications, and the acquisition of easements, but did not order the project; and

**WHEREAS**, the City Council directed staff to investigate means for reducing the project cost for the Swift Transportation and the I-State parcels; and

**WHEREAS**, an amendment to the feasibility study was prepared and received on January 26, 2009, that presents possible financing options for the project; and

**WHEREAS**, a public hearing was tentatively scheduled for February 23, 2009, but not publically noticed due to on-going negotiations with property owners in the project area; and

**WHEREAS**, the feasibility study has been amended to divide the project into two segments (City Project No. 2008-08, from Inver Grove Trail to 111<sup>th</sup> Street East, to be constructed by Mn/DOT as part of its East Frontage Road Project, and City Project No. 2008-11, from 111<sup>th</sup> Street East to the southern terminus by the Inver Grove Heights Distribution Center) with cost and funding break outs for each project.

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

1. The third amendment to the feasibility study is hereby received.
1. The City Council will consider the above-mentioned improvements in accordance with the report and assess, or tax, the abutting properties for all or a portion of the cost of the improvements, pursuant to Chapter 429 of the Minnesota Statutes at an estimated cost of \$498,900 for City Project No. 2008-11 – Southern Sanitary Sewer, East Segment.
2. The project would be funded by special assessments to the benefitting properties and the Sewer Connection Fund, the Closed Bond Fund or the Host Community Fund.
3. A public hearing will be held on such improvements at 7:30 p.m. on Monday, March 23, 2009 in the City Council Chambers at 8150 Barbara Avenue and the City Clerk shall give mailed and published notice of such hearing and improvements as required by law.

Adopted by the City Council of Inver Grove Heights this 23<sup>rd</sup> day of February 2009.

AYES:  
NAYS:

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

ATTEST:

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

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

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

**RESOLUTION ORDERING CITY PROJECT NO. 2008-08 (T.H. 52 EAST FRONTAGE ROAD)**

**WHEREAS**, on February 1, 2008, the City of Inver Grove Heights received a petition requesting extending trunk sanitary sewer to serve properties located on the east side of T.H. 52, south of 111<sup>th</sup> Street East; and

**WHEREAS**, City Council approved the preparation of feasibility report by Kimley-Horn and Associates, Inc. on February 11, 2008; and

**WHEREAS**, a feasibility report has been completed by Kimley-Horn and Associates, Inc. with reference to City Project No. 2008-11 – Southern Sanitary Sewer, East Segment which included the sanitary sewer to be constructed in City Project No. 2008-08 (T.H. 52 East Frontage Road); and

**WHEREAS**, the feasibility report for 2008-11 was amended to identify costs for the sanitary sewer to be constructed in City Project No. 2008-08 and the proposed funding sources; and

**WHEREAS**, the City desires to include the trunk sanitary sewer construction with Mn/DOT's T.H. 52 East Frontage Road project.

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

1. Such improvement is hereby ordered as proposed in this Council resolution adopted February 23, 2009.
2. The project shall be funded from the Sewer Connection Fund, or other City Funds as decided by the City Council.
3. The contract for these improvements should be let no later than two years after the adoption of the resolution.

Adopted by the City Council of Inver Grove Heights this 23<sup>rd</sup> day of February 2009.

AYES:

NAYS:

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

ATTEST:

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

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Cooperative Construction Agreement No. 93748-R between Mn/DOT and the City of Inver Grove Heights for the T.H. 52 East Frontage Road Water Main and Sanitary Sewer Improvements (State Project No. 1907-68 (T.H. 52 = 053), City Project Nos. 2008-08 and 2008-11**

Meeting Date: February 23, 2009  
 Item Type: Regular  
 Contact: Scott D. Thureen, 651.450.2571  
 Prepared by: Scott D. Thureen, Public Works Director  
 Reviewed by: *SDT*

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

**PURPOSE/ACTION REQUESTED**

Approve a resolution authorizing the City of Inver Grove Heights to enter into Mn/Dot Agreement No. 93748-R with the State of Minnesota, Department of Transportation, for the City's payment to the State for the T.H. 52 East Frontage Road, Water Main and Sanitary Sewer Improvements (State Project No. 1907-68 (T.H. 52 = 053) City Project Nos. 2008-08 and 2008-11).

**SUMMARY**

Mn/DOT has the T.H. 52 East Frontage Road project out for bid. The project includes some relocation of existing trunk water main and the installation of new trunk sanitary sewer from the point where the sewer currently crosses T.H. 52 at Briggs Drive, south to 111<sup>th</sup> Street East. The attached resolution approves the agreement. This agreement commits the City to pay for the water main and sanitary sewer construction. It also allows the City to reject the sanitary sewer bids and delete the work from this project if the City was not satisfied with the bid prices.

Public Works recommends approval of the resolution.

SDT/kf

- Attachments: Resolution  
 Mn/DOT letter  
 Agreement  
 Map

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

**RESOLUTION AUTHORIZING THE CITY OF INVER GROVE HEIGHTS TO ENTER INTO MN/DOT  
AGREEMENT NO. 93748-R WITH THE STATE OF MINNESOTA, DEPARTMENT OF  
TRANSPORTATION FOR THE CITY'S PAYMENT TO THE STATE FOR THE T.H. 52 EAST  
FRONTAGE ROAD WATER MAIN AND SANITARY SEWER IMPROVEMENTS (STATE PROJECT  
NO. 1907-68 (T.H. 52 = 053), CITY PROJECT NOS. 2008-08 AND 2008-11)**

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

**WHEREAS**, the City requested that Mn/DOT include the construction of City trunk sanitary sewer, from the point where it currently crosses T.H. 52 at Briggs Drive, south to 111<sup>th</sup> Street East, as part of the State's frontage road project; and

**WHEREAS**, the plans for this project have been completed and Mn/DOT has advertised for bids.

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

1. The City of Inver Grove Heights enter into Mn/DOT Agreement No. 93748-R with the State of Minnesota, Department of Transportation to provide for payment by the City to the State of the City's share of the costs of the water main and sanitary sewer construction and other associated construction to be performed upon, along and adjacent to Trunk Highway 52 from 111<sup>th</sup> Street East to Inver Grove Trail within the corporate City limits under State Project No. 1907-68, City Project Nos. 2008-08 and 2008-11.
2. The Mayor and the Public Works Director are authorized to execute the Agreement and any amendments to the Agreement.

Adopted by the City Council of Inver Grove Heights, MN this 23<sup>rd</sup> day of February 2009.

AYES:

NAYS:

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

ATTEST:

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



# Memo

Metro Division  
Final Design, Waters Edge

Office Tel: (651) 234-7660  
Fax: (651) 234-7609

1500 West County Road B2  
Roseville, Minnesota 55113

Date: January 28, 2009

To: City of Inver Grove Heights  
Attn: Scott Thureen  
City Engineer  
8150 Barbara Avenue  
Inver Grove Heights, Mn. 55077

From: Richard F. Scarrow  
Metro Design Coordinator

Subject: **REVISED** Proposed Cooperative Construction Agreement No. 93748  
S.P. 1907-68 (T.H. 52=053)  
S.P. 1907- (19035)  
S.P. 91-090-61  
City Project 2008-11  
Fed. Proj. HSIP-TEA 0052 (318)  
City cost for municipal utilities construction along T.H. 52

Transmitted herewith in triplicate is the **REVISED** proposed agreement with the City of Inver Grove Heights. This agreement provides for payment to the State of the City's share of the costs of the water main and sanitary sewer construction to be performed along T.H. 52 within the corporate City limits. The Revised Agreement incorporates the changes you requested. Please dispose of the original agreements mailed to you on January 15, 2009.

Kindly present this agreement to the City Council for their approval and execution that includes original signature of the City Council authorized City officers on **all three (3)** copies of the agreement. Also required are three original copies of a resolution passed by the City Council authorizing its officers to sign the agreement on its behalf. A suggested form of such resolution is enclosed.

Since this Project is due to be let on February 27, 2009, it is requested that the executed agreements (**three originals**) and resolutions (**three originals**) be forwarded to this office as soon as possible. A copy will be returned to the City when fully executed.

cc: File  
Ed Boytim – Final Design Engineer  
Michael Herman – Design Engineer  
Todd Grugel – Construction Engineer  
Lynn Clarkowski – South Area Manager  
Ken Johnson – Area Engineer  
Maryanne Kelly-Sonnek – Municipal Agreements Unit

PRE-LETTING  
SERVICES  
SECTION

STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
COOPERATIVE CONSTRUCTION  
AGREEMENT

Mn/DOT  
AGREEMENT NO.

93748-R

S.P. 1907-68 (T.H. 52=053)  
S.P. 1907-(19035)  
S.P. 91-090-61  
City Proj. 2008-11  
Fed. Proj. HSIP-TEA 0052(318)

The State of Minnesota  
Department of Transportation, and  
**The City of Inver Grove Heights**  
Re: City cost water main and  
sanitary sewer construction by  
the State on T.H. 52

AMOUNT ENCUMBERED

(None)

ESTIMATED AMOUNT  
RECEIVABLE

\$129,738.66

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THIS AGREEMENT is made and entered into by and between the State of Minnesota, Department of Transportation, hereinafter referred to as the "State" and the City of Inver Grove Heights, Minnesota, acting by and through its City Council, hereinafter referred to as the "City".

WHEREAS, the State is about to perform access closure, frontage road, municipal utility, bituminous trail, and Bridge No. 19035 construction and other associated construction upon, along and adjacent to Trunk Highway No. 52 from 111th Avenue to Inver Grove Trail within the corporate City limits in accordance with State plans, specifications and special provisions designated as State Project No. 1907-68 (T.H. 52=053) and in the records of the Federal Highway Administration as Minnesota Project HSIP-TEA 0052(318); and

WHEREAS, at the request of the City, the State included in its contract the water main and sanitary sewer construction to be performed along Trunk Highway No. 52 on the East Frontage Road; and

WHEREAS, the City requested that it perform certain aspects of the construction engineering in connection with the water main and sanitary sewer construction and the State concurs in that request; and

WHEREAS, the City has expressed its willingness to participate in the costs of the water main and sanitary sewer construction and associated State performed construction engineering as hereinafter set forth; and

WHEREAS, in connection with the State contract, County cost participation construction to be performed upon, along and adjacent to Trunk Highway No. 52 under State Project No. 1907-68 (T.H. 52=053) will be covered under Agreement No. 93749 between the State and Dakota County; and

WHEREAS, Minnesota Statutes Section 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purpose of constructing, maintaining and improving the trunk highway system.

IT IS, THEREFORE, MUTUALLY AGREED AS FOLLOWS:

**ARTICLE I - RESPONSIBILITIES OF THE STATE**

**Section A. Contract Award**

The State shall advertise for bids and award a construction contract to the lowest responsible bidder for State Project No. 1907-68 (T.H. 52=053) in accordance with State plans, specifications and special provisions which are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and are incorporated into this Agreement by reference.

**Section B. Direction and Supervision of Construction**

The State shall direct and supervise all construction activities performed under the construction contract, and, except as provided in Article II hereunder, perform all construction engineering functions in connection with the contract construction. All contract construction shall be performed in compliance with the approved plans, specifications and special provisions.

**Section C. Plan Changes, Additional Construction, Etc.**

The State shall make changes in the plans and contract construction, which may include the City cost participation construction covered under this Agreement, and shall enter into any necessary addenda, change orders and supplemental agreements with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. However, the State District Engineer's authorized representative will inform the appropriate City official of any proposed addenda, change orders and supplemental agreements to the construction contract that will affect the City cost participation construction covered under this Agreement. The City hereby authorizes the State to enter into, for and on behalf of the City, the change orders and supplemental agreements specified in this paragraph.

**Section D. Satisfactory Completion of Contract**

The State shall perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

**ARTICLE II - RESPONSIBILITIES OF THE CITY****Section A. Construction Engineering Performed by the City**

The City shall assign its City Engineer or other registered professional engineer to the construction engineering to be performed in connection with the water main and sanitary sewer construction. The engineer so assigned shall act under the supervision and direction of the State. All the construction inspection, staking and associated documentation for the City water main and sanitary sewer construction to be performed in accordance with the plans, specifications and special provisions, and in accordance with the recognized and accepted practices and procedures as set forth in various State manuals which includes the State's current "Standard Specifications for Construction" under Specifications No. 1601 through and including No. 1609, shall be the responsibility of the engineer so assigned.

The City shall also furnish other personnel, services, supplies and equipment as shall be necessary in order to properly carry on the water main and sanitary sewer construction.

**Section B. Documentation of City Engineered Construction Costs**

At regular intervals after the State's contractor has started the water main and sanitary sewer construction, the City shall prepare partial estimates of water main and sanitary sewer construction costs in accordance with the terms of the construction contract. Immediately after the preparation of each partial estimate, the City's engineer assigned to the water main and sanitary sewer construction shall submit the partial estimate to the State. The City shall also prepare the final estimate data for the water main

and sanitary sewer construction and submit the final estimate to the State. Quantities listed on the partial and final estimates shall be documented in accordance with the guidelines set forth in the applicable documentation manual.

### **ARTICLE III - INSPECTION OF CONSTRUCTION**

When the State's contractor has completed the water main and sanitary sewer construction, the City shall inspect it and upon the completion of the inspection advise the State whether or not the water main and sanitary sewer construction performed should be accepted by the State as being performed in a satisfactory manner. If the City should, after the inspection, recommend to the State that it should not accept the water main and sanitary sewer construction, then the City shall, at the time such recommendation is made, identify the specific defects in the water main and sanitary sewer construction and the reasons why the water main and sanitary sewer construction should not be accepted. The State and the City shall jointly recommend what corrective action could be taken. The State shall not accept the water main and sanitary sewer construction without concurrence by the City that the work meets the specifications.

The remainder of the City cost participation construction covered under this Agreement shall be open to inspection by the City. If the City believes such City cost participation construction has not been properly performed or that the construction is defective, the City shall inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State shall have the exclusive right to determine whether the State's contractor has satisfactorily performed such City cost participation construction.

**ARTICLE IV - BASIS OF PAYMENT BY THE CITY****Section A. SCHEDULE "I"**

A Preliminary SCHEDULE "I" is attached and incorporated into this Agreement. The Preliminary SCHEDULE "I" includes all anticipated City cost participation construction items and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.

**Section B. City Cost Participation Construction**

100 Percent shall be the City's rate of cost participation in all of the water main and sanitary sewer construction to be performed upon, along and adjacent to Trunk Highway No. 52 from 111th Avenue to Inver Grove Trail within the corporate City limits under State Project No. 1907-68 (T.H. 52=053).

The construction includes, but is not limited to, those construction items as tabulated on Sheet No. 2 of the attached Preliminary SCHEDULE "I" and the City's proportionate share of item costs for mobilization, field office, field laboratory and traffic control. The proportionate share was computed using estimated quantities as contained in the plans and estimated unit prices. The proportionate share will not be changed during the life of this Agreement.

**Section C. Construction Engineering Costs**

The City shall pay a construction engineering charge in an amount equal to 4 percent of the cost of the City participation construction covered under Section B. of this article.

**Section D. Elimination of Work Costs**

Should the City request the elimination of any City cost participation construction from the construction contract, the City will be responsible for all costs associated with the elimination of said construction. Costs that are reimbursable to the State's contractor for the "Elimination of Work" are covered under

Specifications No. 1905 of the State's current "Standard Specifications for Construction".

**Section E. Addenda, Change Orders and Supplemental Agreements**

The City shall share in the costs of construction contract addenda, change orders and supplemental agreements that are necessary to complete the City cost participation construction covered under this Agreement.

**Section F. Liquidated Damages**

All liquidated damages assessed the State's contractor in connection with the construction contract shall result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

**ARTICLE V - PAYMENT BY THE CITY**

**Section A. Estimate and Advancement of the City's Cost Share**

It is estimated that the City's share of the costs of the contract construction and construction engineering is the sum of \$129,738.66 as shown in the attached Preliminary SCHEDULE "I". Upon award of the construction contract the State shall prepare a Revised SCHEDULE "I" based on construction contract unit prices.

After the following conditions have been met, the City shall advance to the Commissioner of Transportation the City's total estimated construction and construction engineering cost share, as shown in the Revised SCHEDULE "I":

1. Execution and approval of this Agreement and the State's transmittal of it to the City along with a copy of the Revised SCHEDULE "I".

2. Receipt by the City of a written request from the State for the advancement of funds.

**Section B. Final Payment by the City**

Upon completion and acceptance of the contract construction and upon computation of the final amount due the State's contractor, the State shall prepare a Final SCHEDULE "I" and submit a copy to the City. The Final SCHEDULE "I" shall be based on final quantities, and include all City cost participation construction items and the construction engineering cost share covered under this Agreement. The Final SCHEDULE "I" shall also include costs incurred by the State for the elimination of City cost participation construction from the construction contract in accordance with Article IV, Section D. of this agreement. If the final cost of the City participation covered under this Agreement exceeds the amount of funds advanced by the City, the City shall, upon receipt of a request from the State, promptly pay the difference to the State without interest. If the final cost of the City participation covered under this Agreement is less than the amount of funds advanced by the City, the State shall promptly return the balance to the City without interest.

Pursuant to Minnesota Statutes Section 15.415, the State waives claim for any amounts less than \$5.00 over the amount of City funds previously advanced to the State, and the City waives claim for the return of any amounts less than \$5.00 of those funds advanced by the City.

**Section C. Acceptance of City's Cost and Completed Construction**

The computation by the State of the amount due from the City shall be final, binding and conclusive. Acceptance by the State of the completed contract construction shall be final, binding and conclusive upon the City as to the satisfactory completion of the contract construction.

**ARTICLE VI - GENERAL PROVISIONS****Section A. Plan Changes**

The City may request changes in the plans. If the State determines that the requested plan changes are necessary or desirable, the State will cause those plan changes to be made. The State reserves the right to invoice the City for the cost of any additional City requested work and associated construction engineering prior to the completion of the contract construction.

**Section B. Utility Permits**

The City, through the State, shall submit to the Minnesota Pollution Control Agency the plans and specifications for the construction or reconstruction of its sanitary sewer facilities to be performed under the construction contract and obtain, pursuant to Minnesota Statutes Section 115.07 or Minnesota Rules 7001.1030, subpart 2C, either a permit or written waiver from that agency for that construction or reconstruction to be performed by others under the construction contract. When the Minnesota Pollution Control Agency issues that permit or waiver, the City will promptly furnish the State a copy of that permit or waiver so that the State's contractor may perform the construction or reconstruction. The City is advised that pursuant to Minnesota Rules 7001.1040, a written application for the permit or waiver must be submitted to the Minnesota Pollution Control Agency at least 180 days before the planned date of the sanitary sewer facility construction or reconstruction.

**Section C. Maintenance by the City**

Upon completion of the East Frontage Road construction to be performed within the corporate City limits under the construction contract, the City shall provide for the proper maintenance of the roadway and all of the facilities a part thereof, without cost or expense to the State. Maintenance includes, but is not limited to, snow, ice and debris removal, resurfacing and seal coating and any

other maintenance activities necessary to perpetuate the frontage road in a safe and usable condition.

Upon completion of the City-owned utilities construction to be performed within the corporate City limits under the construction contract, the City shall provide for the proper maintenance of those utilities, without cost or expense to the State.

Upon completion of the storm sewer facilities construction, excluding those facilities located in the median of Trunk Highway No. 52, to be performed within the corporate City limits under the construction contract, the City shall provide for the proper maintenance of those facilities, without cost or expense to the State. Maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from structures, grates and pipes, repair of erosion problems, and structure and pipe repair, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, sedimentation or accelerated deterioration of the facilities. The State will provide for the proper maintenance of the storm sewer facilities to be constructed within the Trunk Highway No. 52 median, without cost or expense to the City.

#### **Section D. Storm Water Infiltration System**

Upon completion of the Storm Water Infiltration System and Storm Water Pollution Control Device (SPCD) construction to be performed under the construction contract, the City shall become the owner of and provide for the proper inspection and maintenance of those facilities without cost or expense to the State.

Primary maintenance of the Infiltration System includes maintenance and inspection of the SPCD in accordance with the manufacturer's recommendations. Minimum maintenance of the SPCD provides for the removal of accumulated sediment and trapped oil, grease, and other

floatables annually. The City shall inspect the SPCD at least one other time during the year to monitor sediment depth and the amount of trapped floatables. The City shall adjust its maintenance schedule and modify its maintenance activities as necessary to prevent conditions such as flooding, erosion, sedimentation or accelerated deterioration of the facilities.

The Infiltration System should be inspected at least once per year, within 48 hours of a significant rainfall event, to verify that no standing water remains within the Infiltration System piping. If sediment or debris has significantly obstructed perforations in the piping, then the SPCD maintenance should be re-checked and the Infiltration System piping should be jet-vacuumed as needed. The Infiltration System piping should be video inspected every 10 years.

The City agrees to maintain the Infiltration System in perpetuity so as to not block or alter Trunk Highway No. 52 drainage without first obtaining permission to do so from the State.

**Section E. Additional Drainage**

Neither party to this Agreement shall drain any additional drainage into the storm sewer facilities and Infiltration System to be constructed under the construction contract, that was not included in the drainage for which the storm sewer facilities and Infiltration System were designed without first obtaining written permission to do so from the other party. The drainage areas served by the storm sewer facilities and Infiltration System constructed under the construction contract are shown in a drainage area map, EXHIBIT "Drainage Area", which is on file in the office of the State's District Hydraulics Engineer at Roseville and is incorporated into this Agreement by reference.

**Section F. Future Responsibilities**

Upon completion of the East Frontage Road construction to be performed within the corporate City limits under the construction contract, the City shall thereafter accept full and total responsibility and all obligations and liabilities arising out of or by reason of the use, operation, maintenance, repair and reconstruction of the East Frontage Road and all of the facilities a part thereof constructed hereunder, without cost or expense to the State.

**Section G. Release and Conveyance of Roadways**

The State shall, upon completion of the East Frontage Road and bituminous trail construction and all of the facilities a part thereof constructed within the corporate City limits under the construction contract, serve upon the City a "Notice of Release" placing that roadway portion and trail under the jurisdiction of the City; and subsequent thereto, after all necessary and required documents have been prepared and processed, the State shall convey to the City all right, title and interest of the State in that roadway portion and trail. Upon receipt of that "Notice of Release", the City shall become the road authority responsible for the roadway portion and trail so released.

**Section H. Examination of Books, Records, Etc.**

As provided by Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of each party relevant to this Agreement are subject to examination by each party, and either the legislative auditor or the state auditor as appropriate, for a minimum of six years from final payment.

**Section I. Claims**

Each party is responsible for its own employees for any claims arising under the Workers Compensation Act. Each party is responsible for its own acts, omissions and the results thereof to

the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes Section 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.

**Section J. Agreement Approval**

Before this Agreement becomes binding and effective, it shall be approved by a City Council resolution and executed by such State and City officers as the law may provide in addition to the Commissioner of Transportation or their authorized representative.

**ARTICLE VII - AUTHORIZED AGENTS**

The State's Authorized Agent for the purpose of the administration of this Agreement is Maryanne Kelly-Sonnek, Municipal Agreements Engineer, or her successor. Her current address and phone number are 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155, (651) 366-4634.

The City's Authorized Agent for the purpose of the administration of this Agreement is Scott Thureen, Public Works Director or his successor. His current address and phone number are 8150 Barbara Avenue, Inver Grove Heights, MN 55077-3410, (651) 450-2571.

IN TESTIMONY WHEREOF the parties have executed this Agreement by their authorized officers.

CITY OF INVER GROVE HEIGHTS

By \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

DEPARTMENT OF TRANSPORTATION

Recommended for approval:

By \_\_\_\_\_  
District Engineer

Approved:

By \_\_\_\_\_  
State Design Engineer

Date \_\_\_\_\_

Approved as to form and execution:

By \_\_\_\_\_  
Contract Management

Date \_\_\_\_\_

COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By \_\_\_\_\_

Date \_\_\_\_\_

ADV 5

**PRELIMINARY SCHEDULE "I"**  
**Agreement No. 93748**  
**City of Inver Grove Heights**

Preliminary: January 14, 2009

S.P. 1907-68 (T.H. 52-053)

S.P. 91-090-61

S.P. 1907-(19035)

City Proj. 2008-11

Fed. Proj. HSIP-TEA 0052(318)

Grading, bituminous surfacing, bituminous trail, and Bridge No. 19035 construction to start approximately April 16, 2009 under

State Contract No. \_\_\_\_\_ with

located on and adjacent to T.H. 52 from 0.29 miles north of Inver Grove Trail to 0.05 miles south of 111th Street in the City of Inver Grove Heights

**CITY COST PARTICIPATION**

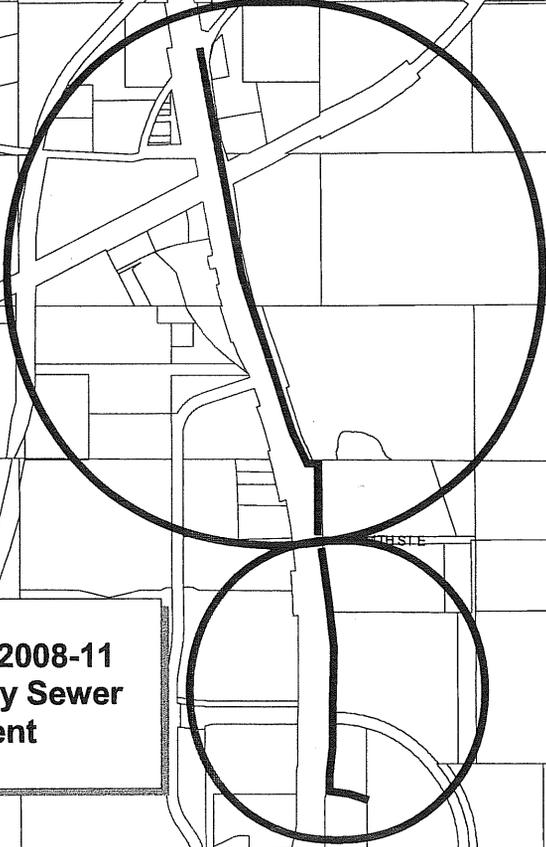
City Construction from Sheet No. 2	\$124,748.71
Construction Engineering (4%)	4,989.95
<b>(1) Total City Cost</b>	<b>\$129,738.66</b>

(1) Amount of advance payment as described in Article V, Section A. of the agreement (Estimated amount)

ITEM NUMBER	S.P. 1907-68 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2021.501	MOBILIZATION	LUMP SUM			
2031.501	FIELD OFFICE TYPE D-MODIFIED	EACH	0.05	88,756.32	4,437.82
2031.503	FIELD LABORATORY TYPE DX	EACH	0.05	36,666.67	1,833.33
2104.523	SALVAGE GATE VALVE	EACH	0.05	7,262.85	363.14
2104.523	SALVAGE HYDRANT	EACH	3.00	130.00	390.00
2503.511	6" PVC PIPE SEWER	LIN FT	3.00	164.29	492.87
2503.511	8" PVC PIPE SEWER	LIN FT	32.00	22.84	730.88
2503.602	CONNECT TO EXISTING SANITARY SEWER	LIN FT	2,555.00	26.15	66,813.25
2503.602	8" PIPE PLUG	EACH	1.00	758.22	758.22
2503.602	8"X6" PVC WYE	EACH	1.00	76.19	76.19
2504.602	INSTALL HYDRANT	EACH	1.00	180.35	180.35
2504.602	INSTALL GATE VALVE	EACH	3.00	2,954.72	8,864.16
2504.602	2" CORPORATION STOP	EACH	3.00	500.00	1,500.00
2504.602	2" CURB STOP & BOX	EACH	1.00	489.29	489.29
2504.603	2" TYPE K COPPER PIPE	EACH	1.00	900.00	900.00
2504.603	6" WATERMAIN DUCTILE IRON CL 52	LIN FT	49.00	41.03	2,010.47
2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL	LIN FT	155.00	28.32	4,389.60
2506.516	CASTING ASSEMBLY	LIN FT	112.00	198.80	22,265.60
2506.522	ADJUST FRAME & RING CASTING	EACH	9.00	489.09	4,401.81
2506.602	RECONSTRUCT DRAINAGE STRUCTURE	EACH	5.00	331.82	1,659.10
2563.601	TRAFFIC CONTROL	LUMP SUM	1.00	600.00	600.00
2573.550	EROSION CONTROL SUPERVISOR	LUMP SUM	0.05	26,852.68	1,342.63
		LUMP SUM	0.05	5,000.00	250.00
				TOTAL	\$124,748.71
	(1) 100% CITY			\$124,748.71	

**City Project No. 2008-08  
T.H. 52 East Frontage Road**

**City Project No. 2008-11  
Southern Sanitary Sewer  
East Segment**



**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Consider Alignment for Southern Section of the Mississippi River Regional Trail

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Meeting Date: February 23, 2009  
Item Type: Regular Agenda  
Contact: Eric Carlson – 651.450.2587  
Prepared by: Eric Carlson  
Reviewed by: Eric Carlson – Parks & Recreation

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

**PURPOSE/ACTION REQUESTED**

The Council is asked to approve the alignment of the southern section of the Mississippi River Regional Trail. The recommended alignment is Alternative 3 which is placed along Concord Blvd to Cahill Ave, behind Wal-Mart to Inver Grove Trail in front of Pine Bend Elementary School.

**SUMMARY**

The Mississippi River Region Trails will generally be an off-road, two-way, multi-use trail with a 10' width. The design speed for the trail is 20 mph. It is necessary for the City to review/approve of the trail location through the City.

On November 18<sup>th</sup>, Dakota County hosted a public information meeting at the VMCC. The meeting was designed to get resident input regarding the four alternatives being considered by the County. At the meeting it was generally thought that "Alternative 3" was the most feasible route do to cost and relatively few neighborhood impacts.

On January 14<sup>th</sup> the Park and Recreation Commission reviewed the alternatives and heard public testimony. After reviewing the options, the Commission is recommending "Alternative 3". The Commission's vote on the issue was 5-2 with two Commissioners preferring "Alternative 4".

Residents that could be impacted by any one of the four alternatives have been sent a notice regarding the meeting. Once an alternative is selected by the Council, Dakota County will have the alternatives reviewed by the County's Parks Commission and the County Board.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

CONSIDER THE 2009 SEASONAL/TEMPORARY COMPENSATION PLAN

Meeting Date: February 23, 2009  
 Item Type: Regular  
 Contact: Jenelle Teppen, Asst City Admin  
 Prepared by:  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED** Consider the 2009 seasonal/temporary employee compensation plan.

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

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

The ranges for these positions are based on the prevailing supply of employees within the overall job market and wage trends in the overall job market. I have bolded the ranges on the attached that have changed for 2009 (increased or decreased).

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

The minimum wage is currently \$6.55 per hour. On July 24, 2009 it will increase to \$7.25 per hour. You will note that the bottom of the ranges have been adjusted to meet these new requirements, while the top of the ranges remain the same.

These increases have been accounted for in the 2009 budget. The proposed compensation schedule is attached.

City of Inver Grove Heights  
Temporary/Seasonal Positions

**Proposed 2009 Ranges**

Cart person	<del>\$6.00-\$8.00</del>	<b>\$7.25 - \$8.00</b>
Starter	<del>\$7.00-\$10.50</del>	<b>\$7.25 - \$10.50</b>
Ranger	<del>\$7.00-\$10.50</del>	<b>\$7.25 - \$10.50</b>
Summer Program Coordinator	<del>\$7.25 - \$11.00</del>	
Recreation Instructor	<del>\$6.50-\$23.50</del>	<b>\$7.25 - \$23.50</b>
Recreation Official	<del>\$7.00-\$20.00</del>	<b>\$7.25- \$18.00</b>
Skating Rink Attendant	<del>\$7.25-\$12.00</del>	
Gym Supervisor	<del>\$7.00-\$15.00</del>	<b>\$7.25 - \$15.00</b>
Concessionaire	<del>\$6.50 - \$12.00</del>	<b>\$7.25-\$11.50</b>
Skate Guard	<del>\$5.50-\$9.50</del>	<b>\$7.25 - \$9.50</b>
Skate Instructor	<del>\$5.50-\$22.00</del>	<b>\$7.25 - \$22.00</b>
Skate Assistant	<del>\$8.00-\$14.00</del>	
Fitness Worker	<del>\$7.00-\$12.77</del>	<b>\$7.25 - \$12.77</b>
Fitness Instructor	<del>\$17.00 - \$25.20</del>	
Guest Service Worker	<del>\$6.50-\$9.50</del>	<b>\$7.25 - \$9.50</b>
Dance Instructor	<del>\$5.50 - \$22.00</del>	<b>\$7.25 - \$22.00</b>
Dance Assistant	<del>\$5.50 - \$19.00</del>	<b>\$7.25 - \$15.00</b>
Kids Rock Assistant	<del>\$7.75 - \$10.25</del>	
Custodial Helper	<del>\$5.50-\$12.50</del>	<b>\$7.25 - \$12.50</b>
Engineering Helper	<del>\$9.00 - \$13.00</del>	
Concession Shift Leader	<del>\$9.50-\$13.50</del>	<b>\$10.00- \$14.50</b>
Building Supervisor	<del>\$9.50 - \$13.50</del>	
Kids Rock Leader	<del>\$11.00 - \$15.00</del>	
Manager on Duty	<del>\$11.00 - \$15.00</del>	
Ice Programs Coordinator	<del>\$9.00 - \$22.00</del>	
on ice	<del>\$30.00 - \$40.00</del>	
off ice (admin)		
Child Care Worker	<del>\$6.75-\$13.00</del>	<b>\$7.25 - \$13.00</b>
Pool Attendant	<del>\$6.75-\$13.00</del>	<b>\$8.00-\$11.00</b>
Lifeguard	<del>\$9.00-\$12.00</del>	<b>\$9.50-\$12.50</b>
WSI	<del>\$11.25-\$15.19</del>	<b>\$11.75-\$15.60</b>
Lead Lifeguard	<del>\$10.00-\$13.46</del>	<b>\$10.50-\$14.00</b>
Swim Lesson Manager	<del>\$13.25-\$17.19</del>	<b>\$13.75-\$18.25</b>
Instructor Trainer	<del>\$12.50-\$16.80</del>	<b>\$13.00-\$17.50</b>
Recording Secretary	<del>\$13.00 - \$17.00</del>	
Kids Rock Coordinator	<del>\$15.00 - \$20.00</del>	
Non-Certified Swim Instructor	<del>\$9.25-\$13.19</del>	<b>\$9.75-\$13.50</b>
<b>Youth Leader</b>		<b>\$7.25-\$10.00</b>

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**LEVANDER,  
GILLEN &  
MILLER, P.A.**

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ  
DANIEL J. BEESON  
\*KENNETH J. ROHLF  
◊STEPHEN H. FOCHLER  
◊JAY P. KARLOVICH  
ANGELA M. LUTZ AMANN  
\*KORINE L. LAND  
ANN C. O'REILLY  
◊DONALD L. HOEFT  
DARCY M. ERICKSON  
DAVID S. KENDALL  
BRIDGET McCAULEY NASON  
ELIZABETH HALL MURTHY  
DAVID B. GATES  
HAROLD LEVANDER  
1910-1992  
ARTHUR GILLEN  
1919-2005  
• ROGER C. MILLER  
1924-2009

## MEMO

\*ALSO ADMITTED IN WISCONSIN  
◊ALSO ADMITTED IN NORTH DAKOTA  
◊ALSO ADMITTED IN MASSACHUSETTS  
◊ALSO ADMITTED IN OKLAHOMA

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**TO: Inver Grove Heights Mayor and Councilmembers**  
**FROM: Timothy J. Kuntz, City Attorney**  
**DATE: February 23, 2009**  
**RE: PropertyRoom.com Agreement and Ordinance Regarding Disposal of  
Property  
Our File No. 81000.070000**

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**Section 1. Summary of PropertyRoom.com Agreement.** The Agreement spells out the terms and conditions associated with PropertyRoom.com's ("PRC") disposal of the City's unclaimed and seized property. As a preliminary matter, it does not require that all unclaimed City property be disposed through PRC. Instead, the City designates which personal property it would like to provide to PRC for online public auction. Below is a summary of the terms and conditions contained in the Agreement and illustrations of how the auction proceeds are divided.

### **PRC's Duties**

PRC will perform the following tasks:

- Picks up, stores and lists the property for auction on the internet
- Sets the auction price and reserve, if any; length of auction, collects buyer information and completes the sale transaction
- Provides the City payments for completed sales on a monthly basis at a minimum
- Provides the City a detailed report documenting completed sales, sales details and an inventory of property PRC maintains
- Disposes of unsold property in a commercially reasonable manner (gives the property to charity, recycles it, places it in a landfill, or takes it to a scrap metal processor)
- Maintains complete and accurate books and records
- Insures the property transferred to it in an amount not less than its replacement value
- Exercises due care in the storage and handling of the property

## **City Duties**

The City will perform the following tasks:

- Complies with public notice requirements for disposition of unclaimed property
- Provides PRC with personal property for public online auction
- Provides any necessary paperwork to convey custody of the property to PRC
- Provides a written manifest of property

## **Term of the Agreement**

The initial term of the Agreement is three (3) years, and the Agreement automatically renews for one (1) year terms unless either party serves a sixty (60) termination notice.

## **Allocation of Sale Proceeds**

### ***Portable Property***

For each item of property that is sold, the City is credited 50% of the first \$1,000 of the winning bid and 75% of the winning bid, if any, that exceeds \$1,000. Processing costs (credit card processing fees and affiliate fees, which are fees or commissions that are charged because a third party has sent the winning bidder to the PRC website) are shared by the City and PRC in proportion to their respective portions of the winning bid. The buyer pays the sales tax and shipping costs.

### ***Large Property***

The City receives 70% of the winning bid and PRC receives 30%. The processing fees and affiliate fees are likewise shared in the same proportion. A "large item" includes a car, boat, truck, and a bulk lot of bikes.

## **Unsold Property**

If property is not sold at auction, PRC disposes of it in a commercial reasonable manner, which can include donation to a charity or taking it to a recycling center, a landfill or a scrap processor. These disposal methods may cause PRC to incur disposal costs. PRC will pay these disposal costs but may offset the disposal costs with any disposal proceeds, such as the amount the scrap processor might pay PRC for the item that PRC is disposing of. To extent the disposal proceeds for a given item exceed \$250, the City and PRC will split the proceeds as outlined above.

## **Fuel Surcharge**

The City will have to pay a fuel surcharge for each portable property manifest pick up when diesel prices exceed \$2.50 per gallon. The fuel surcharge will increase as diesel prices increase, with the lowest (and current) surcharge being \$12.40.

**Section 2. Recommendation.** The Council is asked to consider the second reading of the Ordinance permitting online public auctions and the proposed Agreement submitted by PropertyRoom.com to provide online public auction services for unclaimed personal property, as well as to direct the City Attorney to prepare a contract consistent with the proposed terms. Any questions that the Council might have regarding the proposed Agreement should be raised at the time of the second reading of the ordinance.

TJK:mes  
Attachments

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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS  
CITY CODE SECTION 320.00 RELATING TO  
DISPOSAL OF UNCLAIMED, SEIZED, AND SURPLUS PROPERTY**

The City Council of Inver Grove Heights does hereby ordain:

**Section 1. Amendment.** Section 320 of the Inver Grove Heights City Code is hereby amended to read as follows:

**Section 320 – Disposition of Unclaimed, Seized, and Surplus Property**

**320.01 Definitions.** (Ord. 317; 5/08/78) For purposes of this section, the terms defined herein have the meanings given them.

**Subdivision 1.** “Unclaimed personal property” means any personal property stolen and recovered, abandoned, confiscated or otherwise lawfully acquired by the City, including, but not limited to bicycles, automobiles, or parts thereof or machinery or parts thereof; and money.

**Subd. 2.** The “date on which personal property comes into the possession of the City” means the date upon which the City or any department of the City acquires actual physical possession or exercises dominion and control over such personal property.

**320.02 Employee Duty.** (Ord. 317; 5/08/78) It shall be the duty of every City employee, permanent or temporary, who shall find any property in or upon any public street, sidewalk, public building or other public property, which appears to be lost or abandoned, to deliver the same to the Chief of Police immediately together with a written statement including the following:

- a. The time and place of the finding.
- b. The name and address of the owner of the property, or the person believed to be the owner, if known; if unknown, a statement to such effect shall be made.

**320.03 Unclaimed Property.** (Ord. 317; 5/08/78) Any unclaimed personal property coming into the possession of the City may be disposed of by the City as follows:

- a. Upon being held by the City and unclaimed by the owner thereof for a period of sixty days such property, except cash, may be sold by the City at an online public auction to the highest bidder. Notice of such sale shall be published in the designated legal newspaper of the City at least ten days prior to the date of such sale. Said notice shall state the place and time of such sale, and shall contain a general description of the property to be sold. In lieu of an online public auction sale, any of such unclaimed personal property may be appropriated to the use of the City upon approval of such appropriation by the Council.
- b. The online public auction of unclaimed property as above described shall be ~~conducted by the Chief of Police~~ at times which the Chief of Police he may deem appropriate and expedient depending upon the amount and value of the property to be sold.
- c. As an alternative to an online public auction, the Chief of Police may sell such property to the highest bidder at a live auction consistent with the property retention and publication requirements set forth in Section 320.03(a).
- d. As an alternative to a public auction, whether online or live, the Chief of Police may sell such property to the highest bidder by sealed bid after solicitation for bids by published notice in the designated legal newspaper of the City at least ten days prior to the last day to submit bids; such sale must be preceded by the retention requirements set forth in Section 320.03(a).
- e. Nothing contained in this Section shall require the City to dispose of unclaimed property by means of public auction or public sale. Consistent with the retention requirements set forth in Section 320.03(a) and upon approval of the Council, the City may sell such property by private sale to a nonprofit organization that has a significant mission of community service.

**320.04 Reports – Property Sold.** (Ord. 317; 5/08/78) Upon the completion of any sale under 320.03, the Chief of Police shall make a report thereof to the City Clerk which shall consist of the following:

- a. A copy of the published notice of sale.
- b. A list of the property sold.
- c. The amount for which each item of property was sold.

- d. The person to whom each item of property was sold.
- e. A list of the property not sold at auction.
- f. A statement of the expenses of the sale.
- g. The net amount realized by the sale.

**320.05 May Be Reclaimed.** The true owner of any such unclaimed, personal property held for sale or disposal by the City may reclaim his property upon satisfactory proof of ownership thereof prior to the sale or other disposition hereunder. If such unclaimed personal property has been sold or otherwise been disposed of under the provisions of this ordinance, the true owner upon application to the Clerk within 6 months of such sale or disposition and upon satisfactory proof of ownership shall be entitled to receive the actual sale price of such property except that there shall be deducted from said sale price any expenses incurred by the City in connection with the retention, storage, and sale of such property.

**320.07 Disposition of Proceeds.** (Ord. 317; 5/08/78) The proceeds of any such auction sale shall be applied in payment of the expenses of the sale and all other costs incurred in retaining and storing such property. The balance of the proceeds remaining from such sale shall be paid into the general fund of the City. In the event that any property is not sold at public auction under Subsection 320.03, the Chief of Police shall submit a report to the City Council via the city Administrator advising the Council of the items unsold. The City Council shall then make such disposition of the unsold articles as it deems in the best interest of the City.

**320.09 Perishable or Dangerous Property.** (Ord. 317; 5/08/78) **Subdivision 1.** Any unclaimed personal property which comes into the custody or possession of the City and which is perishable or which loses the greater part of its value by being retained during the 60 day period required under Subsection 320.03, Subd. 1, or which is determined to be dangerous, may be disposed of at the discretion of the Chief of Police and in the manner deemed by him to be the most appropriate.

**Subd. 2.** A record of all pertinent facts of the disposal of such property shall be prepared and filed with the City Clerk.

**320.11 Registrar of Lost or Abandoned Property.** (Ord. 317; 5/08/78) The Chief of Police shall maintain a complete file of lost or abandoned property which shall contain the following information:

- a. A description of the property.

- b. The finder of the property.
- c. The time and place of the finding.
- d. The disposition of the property.
- e. Any other information deemed pertinent by the Chief of Police.

**320.13. Property Held as Evidence.** (Ord. 317; 5/08/78) When any officer shall seize, with or without consent, any property or thing, the same shall be safely kept by direction of the court, so long as may be necessary for the purpose of being produced as evidence on any trial, and then the property or things shall, unless otherwise subject to lawful detention, be returned to the owner thereof, or to such other person as may be entitled to the possession of the same, and the other things so seized may be destroyed or otherwise disposed of under the direction of the Court or as otherwise permitted by law. Any money found or seized from gambling shall be paid to the General Fund of the City.

**320.15. Unclaimed Cash.** (Ord. 317; 5/08/78) Any person finding cash shall deliver the same to the police department to be held for a period of ninety (90) days in order to determine the rightful owner thereof. If no claim is made, the cash shall be returned to the finder ninety (90) days after delivery to the police department. If a party or parties claim ownership, the cash shall be held until a determination has been made whether any such party is the rightful owner thereof. If the party or parties are found not to be the rightful owner, and no other claims have been made, the finder shall receive the cash ninety (90) days after delivery to the police department, or as soon thereafter as a determination finding no rightful owner has been made.

**320.17. Surplus Property.** In addition to other lawful means of disposing of surplus personal property pursuant to Minnesota Statute Section 471.345, the City may dispose of surplus personal property via online or live public auction in accordance with Minnesota Statute Section 471.345, subd. 17.

**Section 2. Effective Date.** This ordinance will be effective from and after its passage and publication according to law.

Passed this \_\_\_\_\_ day of March, 2009.

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

Attest:

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

## PROPERTY DISPOSITION SERVICES AGREEMENT

PropertyRoom.com, Inc., a Delaware corporation ("PropertyRoom" or "PRC"), enters into this agreement (the "Agreement"), with the client identified below (the "Owner") for the auction and disposition of personal property (the "Disposition Services"), in accordance with the Terms and Conditions and Addenda, if any, attached hereto and listed below. Beginning \_\_\_\_\_ (the "Start Date"), Owner engages the Services of PRC.

Owner Information	Schedules, Supplements & Other Attachments
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Owner Name	Mark included attachments:
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Address	Terms and Conditions <span style="float: right;"><u>Yes</u></span>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> City, State Zip Code	Addendums: <span style="float: right;"><u>Yes</u></span>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Phone	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Email	

This Agreement, including all of the terms and conditions set forth in the attached Terms and Conditions as well as all other attachments indicated in the box above, comprises the entire Agreement between the Parties. This Agreement cannot be modified except in writing by the duly authorized representatives of both parties.

**Owner**

**PropertyRoom.com**

\_\_\_\_\_  
Signor Name

\_\_\_\_\_  
Signor Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signor Name

\_\_\_\_\_  
Signor Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature Date

PropertyRoom.com, Inc.  
 26421 Crown Valley Parkway, Ste 200  
 Mission Viejo, California 92691  
 +1 (949) 282-0121  
 Federal Tax ID 86-0962102

# PROPERTY DISPOSITION SERVICES AGREEMENT

## TERMS AND CONDITIONS

1. **Property to be Sold.** From time to time, Owner will designate items of personal property (the "Property") that it desires to provide to PRC for Disposition Services. PRC retains the right to accept or reject certain items in its sole discretion.
2. **Title.** Owner shall retain legal title to the Property until it is purchased by auction or otherwise disposed of in accordance with this Agreement at which time Owner will be deemed to have transferred title to the purchaser or other acquirer of the item of Property (the "Buyer"). Owner appoints PRC as its attorney-in-fact to sign any and all documents necessary to assign to Buyers all of Owners right, title and interest in and to Property sold or disposed. Cash receipts, accounts receivable, contract rights, notes, general intangibles, and other rights to payment of every kind, arising out of the sales and dispositions of Property (collectively the "Proceeds") belong to Owner, subject to PRC's right to PRC's Net Proceeds and funds attributable to credit card processing costs and other transaction costs. Owner's Property shall, at all times before sale or disposition, be subject to the direction and control of Owner.
3. **Method of Selling Property.**
  - a. **Portable Property Items.** PRC will, on Owners behalf, pick-up, store and list Property for sale by auction to the public on the internet on one or more domain names selected by PRC. To the extent that any Property is not sold by auction, PRC may, in any commercially reasonable manner selected by PRC, dispose of Property. PRC will determine all aspects, terms and conditions of auctions of Property and dispositions of Property not purchased at auction, subject to the ultimate control of Owner. PRC will be responsible for all phases of submitting the Property for auction, including, but not limited to, determining when Property will be auctioned, setting the opening and reserve prices of Property, if any; determining the selling price, setting the length of time Property will be auctioned; creating text and graphics to describe and depict Property submitted for auction; collecting Buyer information (such as name, billing address, shipping address, and credit card information); approving Buyer credit card purchase transactions; and collecting auction proceeds for completed sales from Buyers. PRC shall use reasonable commercial efforts in auctioning and selling the Property on the Internet and disposing of Property that does not sell at auction. PRC shall sell and dispose of all Property "as is" without any liability to the Owner. PRC is solely responsible for identifying and resolving sales and use tax collection issues arising from Property sales, including the necessity of charging and collecting such taxes.
  - b. **Large Property Items.** PRC will, at Owner's request and on Owner's behalf, list physically large Property ("Large-Items") for sale by auction, including but not limited to cars, trucks, boats, planes and bulk lots of bicycles. For Large-Items, PRC offers Owner different selling options ("Silver," "Gold," "Gold-Plus" and "Platinum"), each with different service components and associated pricing.
    - (1) **In-Place Options.** For Silver, Gold and Gold-Plus ("Gold+"), PRC will auction Large-Items in-place, and in this context, "in-place" means that PRC will not pick-up and store these specific Items but rather Owner will maintain physical control until transfer of Items to Buyers.
    - (2) **Haul-away Option.** For Platinum, PRC will, in conjunction with a partner and to the extent practical, pick-up and haul-away Large-items, selling via online auction and transferring title and physical possession to Buyers as described in Portable Property Items.
    - (3) **Large-Item Service Summary.** The Large-Item Auction Services Option Table below depicts service components associated with each option.

## PROPERTY DISPOSITION SERVICES AGREEMENT

### Method of Selling Property: Large-Item Auction Services Option Table

Service Component	Responsible Party (if applicable)			
	Silver	Gold	Gold+	Platinum
1. List Large-Item for In-Place online auction	PRC	PRC	PRC	
2. Checklist review and coordination	PRC	PRC	PRC	PRC
3. Listing write-up and marketing	PRC	PRC	PRC	PRC
4. Auction and auction technology management	PRC	PRC	PRC	PRC
5. Customer Support to Bidders	Owner	PRC	PRC	PRC
6. Coordinate Buyer payment and Large-Item pick-up	Owner	PRC	PRC	PRC
7. Transaction (payment) processing	Owner	PRC	PRC	PRC
8. Photographing, vehicle review, equipment description	Owner	Owner	PRC	PRC
9. Provide or procure asset title, as applicable	Owner	Owner	Owner	Owner*
10. Pick-up and haul-away for off-premises online auction				PRC

\* At Owner request, PRC will acquire title through its partner and pass-through title acquisition cost.

#### 4. Term and Termination.

- a. This Agreement will become effective as of the Start Date and will continue for an initial term of one (1) year (the "Initial Term") following the "Launch Date" (as defined herein) and thereafter will automatically renew for consecutive one (1) year terms unless written notice of non-renewal is provided by either party to the other at least sixty (60) days prior to the expiration of the then current term.
- b. As used herein, "Launch Date" shall mean the date on which PRC completes the first auction of Owner Property.
- c. This Agreement may be terminated if there is a breach by either party of any obligation, representation or warranty contained in this Agreement, upon thirty (30) days prior written notice to the other party unless the breach is cured within the thirty (30) day period, provided, however, if the breach is not capable of being cured within thirty (30) days, the breaching party will have a reasonable amount of time to cure the breach if it begins to cure during the thirty (30) day period and proceeds diligently thereafter. The written notice will specify the precise nature of the breach.
- d. The rights of the parties to terminate this Agreement are not exclusive of any other rights and remedies available at law or in equity, and such rights will be cumulative. The exercise of any such right or remedy will not preclude the exercise of any other rights and remedies.
- e. Notwithstanding any termination by either party of this Agreement, PRC will continue to remit amounts due to Owner under this Agreement in connection with any sales made before the effective date of the termination. At the time of termination, any unsold inventory shall continue to be auctioned by PRC or returned to Owner, at Owner's election and cost.

#### 5. Allocation of Sales Proceeds.

##### a. Portable Property Items

- (1) **Sales Price.** The total amount paid by Buyer shall be called the "Sales Price." The Sales Price shall include the winning bid amount (the "Winning Bid") and all costs, shipping and handling charges, taxes, and insurance costs associated with the transaction and paid by Buyer.
- (2) **The Split.** For each item of Property, Owner will be credited with 50% of the first \$1,000 of the Winning Bid and 75% of the Winning Bid portion, if any, that exceeds \$1,000. From this amount, the Owner's pro rata share of transaction fees (the "Processing Costs"), if any, will be deducted.
- (3) **Processing Costs.** Credit card processing costs ("Credit Card Cost") and affiliate processing fees (the "Affiliate Fees," which include commissions and processing costs paid to third parties IF they sent the winning bidder to the website), will be borne by Owner and PRC in proportion to the percentage of the revenue credited to the parties for each underlying transaction.
- (4) **Net Proceeds.** Amounts received by the Owner will be called "Owner's Net Proceeds".

**Portable Item Example.** The following example illustrates allocation of proceeds from a Portable Property Item sale. Assume an item of Property sells at auction for a \$100 Winning Bid; the Buyer pays shipping and handling of \$10, insurance of \$2, and sales tax of \$6. The Buyer pays the Sales Price of \$118.00 (\$100 + \$10 + \$2 + \$6) by credit card, and the Credit Card Cost is 3% of the Sales Price or \$3.54 (0.03 x \$118) and the Affiliate Fee is 4.8% or \$4.80 (0.048 x \$100). The Owner and PRC each share 50% of the

## PROPERTY DISPOSITION SERVICES AGREEMENT

underlying Winning Bid, therefore Credit Card Costs and Affiliate Fees are also shared equally, \$1.77 each ( $\$3.54 \div 2$ ) for Credit Cost and \$2.40 each ( $\$4.80 \div 2$ ) for Affiliate Fees. The Owner's Net Proceeds are \$45.83 (\$50.00 less \$4.17). Note: less than 1 out of 10 transactions include Affiliate Fees.

- (5) **Fuel Surcharge.** The Company does NOT charge pick-up fees. Instead, a fuel surcharge applies per Portable Item manifest when diesel prices rise above a specific level as shown in the Fuel Surcharge Schedule below. The Company benchmarks average diesel retail prices as published online by the Energy Information Administration of the US Department of Energy and resets its fuel surcharge quarterly based on pricing from the prior quarter. Fuel surcharges, if any, deduct from monthly Owner's Net Proceeds.

### *Fuel Surcharge Schedule*

<b>Retail Diesel (per gal)</b>	<b>Fuel Surcharge*</b>
Less than \$2.50	\$ 0.00
\$ 2.50 to \$ 2.99	\$ 12.40
\$ 3.00 to \$ 3.49	\$ 24.80
\$ 3.50 to \$ 3.99	\$ 37.20
\$ 4.00 to \$ 4.49	\$ 49.60
\$ 4.50 to \$ 4.99	\$ 62.00
\$ 5.00 to \$ 5.49**	\$ 74.40

\* Divides across locations and/or sub-accounts picked-up same day  
 \*\* Table continues upward at same rate

- (6) To the extent that Property is not sold by Auction and PRC disposes of Property in a commercially reasonable manner (see "Method of Selling Property" section), including, but not limited to, sending to a charity, recycling center, landfill, or scrap metal processor, Owner understands and agrees to the following.
- (a) When Property is not sold by Auction, PRC disposition activities create additional PRC processing costs (the "Disposal Costs") and potentially a disposition Sales Price (the "Disposition Proceeds").
  - (b) Disposal Costs include, but are not limited to, labor cost of reloading Property onto a truck, labor and vehicle costs associated with transporting Property for disposition, and third-party fees, such as landfill, recycling, and hazardous material disposal fees.
  - (c) Disposition Proceeds include, but are not limited to, a Sales Price obtained for scrap metal.
  - (d) PRC will bear the burden of Disposal Costs.
  - (e) PRC will retain Disposition Proceeds, if any, as an offset to Disposal Costs, except if Disposition Proceeds for an item of Owner Property exceed \$250, in which case PRC will credit Owner a portion of Disposition Proceeds per "The Split" and "Example" above.
- b. Large- Items.**
- (1) **Sales Price, Processing Costs and Net Proceeds.** Calculated in a manner directly analogous to Portable Items.
  - (2) **The Split.** For each Large-Item of Property, Owner will be credited with a percent of the Winning Bid which varies according to the Large-Item service option employed.
    - (a) **Silver.** Owner will be credited with 100% of the Winning Bid and PRC will charge Buyer a 15% Buyer's Premium.
    - (b) **Gold.** Owner will be credited with 95% of the Winning Bid and from this amount, the Owner's pro rata share of the Processing Costs, if any, will be deducted. PRC will charge Buyer a 15% Buyer's Premium.
    - (c) **Gold-Plus.** Owner will be credited with 90% of the Winning Bid and from this amount, the Owner's pro rata share of the Processing Costs, if any, will be deducted. PRC will charge Buyer a 15% Buyer's Premium.
    - (d) **Platinum.** Owner will be credited with 70% of the Winning Bid less any title pass-through fees from PRC partner.

**Large-Item Example.** Assume a Large-Item sells at auction for a Winning Bid of \$1,000.00, and with no shipping or handling charges yields a \$1,000.00 Sales Price. For the Silver, Gold and Gold-Plus options,

## PROPERTY DISPOSITION SERVICES AGREEMENT

PRC collects and retains a 15% Buyer's Premium, \$150.00 (0.15 x \$1,000), from Buyer. With regard to collecting the Sales Price and sharing proceeds, the approach differs by option:

**Silver.** Owner completes the sale by collecting the \$1,000.00 Sales Price from Buyer, retaining 100% as Owner's Net Proceeds.

**Gold.** PRC completes the sale by collecting the \$1,000.00 Sales Price from Buyer. The underlying Winning Bid is shared 95% by Owner, \$950 (0.95 x \$1,000) and 5% by PRC, therefore a 3% (\$30.00) Credit Card Cost is split 95% by Owner, \$28.50 (0.95 x \$30) and 5% by PRC, \$1.50 (0.05 x \$30). The Owner's Net Proceeds are \$921.50 (\$950.00 less \$28.50).

**Gold-Plus.** PRC completes the sale as described in Gold, but with a 90-10 Split.

**Platinum.** PRC complete the sale as described in Gold, but with a 70-30 Split and with a deduction of any title acquisition pass-through fees.

6. **Payment Terms.** Once every month, PRC will pay to Owner the amount of Owner's Net Proceeds payable for completed sales during the preceding month. Sales are deemed completed when all items comprising a line item on the original manifest or other list of Property are sold. With each payment of Owner's Net Proceeds, PRC will make available to Owner a detailed report setting forth the following information for the immediately preceding month:
  - a. The completed sales during the prior month, including the total amount of related proceeds collected, Owner and PRC share of Processing Costs, and the Owners Net Proceeds;
  - b. Other dispositions of Property during the month; and
  - c. The Property, if any, inventoried by PRC at the end of the month.
7. **PropertyRoom's Obligations Concerning Property in Its Possession.** With respect to Property in PRC's possession:
  - a. PRC will exercise due care in the handling and storage of any Property;
  - b. PRC shall keep the Property free of liens, security interests, and encumbrances, and shall pay when due all fees and charges with respect to the Property;
  - c. PRC shall sign and deliver to Owner any UCC-1 financing statements or other documents reasonably requested by Owner; and
  - d. PRC shall obtain and maintain insurance in an amount (determined by PRC) not less than the replacement value of Property in its possession. The insurance will cover the Property against fire, theft, and extended coverage risks ordinarily included in similar policies. PRC shall give Owner a certificate or a copy of each of the above upon Owner's request.
8. **Owner Obligations.** Owner will use its best efforts to provide to PRC such Property as becomes available for sale to the public. Owner will complete paperwork reasonably necessary to convey custodial possession of the item of Property to PRC, including a written manifest or list that describes the item of Property in sufficient detail for identification. Owner agrees that it will not provide Property that is illegal or hazardous, including but not limited to explosives, firearms, counterfeit or unauthorized copyrighted material ("knock-offs"), poisons or pharmaceuticals. In addition, to help comply with public notification statutes as well as to support internet traffic flow to the PRC auction website, Owner agrees to place a permanent clickable link (the "Link") to [www.PropertyRoom.com](http://www.PropertyRoom.com) on one or more Owner websites. PRC will supply Link technical requirements, text and images to Owner.
9. **Restrictions on Bidding.** PRC and its employees and agents may not directly or indirectly bid for or purchase auctioned Property on the PRC web site.
10. **Representations and Warranties of Owner.** Owner hereby represents, warrants and covenants as follows:
  - a. Property delivered to PRC is available for sale to the general public without any restrictions or conditions whatever; and
  - b. Owner has taken all required actions under applicable law that are conditions precedent to Owner's right to transfer title to the Property to Buyers (the "Conditions Precedent").
11. **Books and Records.** PRC will keep complete and accurate books of account, records, and other documents with respect to this Agreement (the "Books and Records") for at least three (3) years following expiration or termination of this Agreement. Upon reasonable notice, the Books and Records will be available for inspection

## PROPERTY DISPOSITION SERVICES AGREEMENT

by Owner, at Owner's expense, at the location where the Books and Records are regularly maintained, during normal business hours.

12. **Indemnification.** Subject to the limitations specified in this Indemnification section of this Agreement, each party will indemnify, hold harmless and defend the other party and its agents and employees from and against any and all losses, claims, damages, liabilities, whether joint or several, expenses (including reasonable legal fees and expenses), judgments, fines and other amounts paid in settlement, incurred or suffered by any such person or entity arising out of or in connection with
  - a. the inaccuracy of any representation or warranty made by the party hereunder,
  - b. any breach of this Agreement by the party, or
  - c. any negligent act or omission by the party or its employees or agents in connection with the performance by the party or its employees or agents of obligations hereunder, provided the negligent act or omission was not done or omitted at the direction of the other party.
  
13. **Limitations on Liability.** UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM BREACH OF THE AGREEMENT, THE SALE OF PROPERTY, OR ARISING FROM ANY OTHER PROVISION OF THIS AGREEMENT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS (COLLECTIVELY, "DISCLAIMED DAMAGES"); PROVIDED THAT EACH PARTY WILL REMAIN LIABLE TO THE OTHER PARTY TO THE EXTENT ANY DISCLAIMED DAMAGES ARE CLAIMED BY A THIRD PARTY AND ARE SUBJECT TO INDEMNIFICATION PURSUANT TO SECTION 12. LIABILITY ARISING UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT, OBJECTIVELY MEASURABLE DAMAGES. THE MAXIMUM LIABILITY OF ONE PARTY TO THE OTHER PARTY FOR ANY CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE AGGREGATE AMOUNT OF PAYMENT OBLIGATIONS OWED TO THE OTHER PARTY HEREUNDER IN THE YEAR IN WHICH LIABILITY ACCRUES; PROVIDED THAT EACH PARTY WILL REMAIN LIABLE FOR THE AGGREGATE AMOUNT OF ANY PAYMENT OBLIGATIONS OWED TO THE OTHER PARTY PURSUANT TO THE AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, OWNER'S LIABILITY IS NOT LIMITED UNDER THIS AGREEMENT WITH RESPECT TO LIABILITY ARISING FROM OWNERS FAILURE TO SATISFY TIMELY ALL CONDITIONS PRECEDENT.
  
14. **Assignment.** This Agreement may not be assigned, in whole or in part, by either of the parties without the prior written consent of the other party (which consent may not be unreasonably withheld or delayed). Notwithstanding the foregoing, an assignment of this Agreement by either party to any subsidiary or affiliate or a third party acquisition of all or substantially all of the assets of such party will not require the consent of the other party, so long as such subsidiary, affiliate or acquiring entity assumes all of such party's obligations under this Agreement. No delegation by PRC of any of its duties hereunder will be deemed an assignment of this Agreement, nor will any change in control nor any assignment by operation of law by either party. Subject to the restrictions contained in this section, the terms and conditions of this Agreement will bind and inure to the benefit of each of the respective successors and assigns of the parties hereto.
  
15. **Notices.** Any notice or other communication given under this Agreement will be in writing and delivered by hand, sent by facsimile (provided acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail or sent by any nationally recognized overnight courier service to the addresses provided on the signature page of the Agreement. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least ten (10) days written notice to the other party.
  
16. **Severability.** Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

## PROPERTY DISPOSITION SERVICES AGREEMENT

17. **Complete Agreement.** This Agreement and any related documents delivered concurrently herewith, contain the complete agreement between the parties relating to the subject of this Agreement and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may be related to the subject matter hereof in any way.
18. **Attorneys' Fees and Legal Expenses.** If any proceeding or action is brought to recover any amount under this Agreement, or for or on account of any breach of, or to enforce or interpret any of the terms, covenants, or conditions of this Agreement, the prevailing party will be entitled to recover from the other party, as part of the prevailing party's costs, reasonable attorneys' fees, the amount of which will be fixed by the court, and will be made a part of any judgment rendered.
19. **Further Assurances.** PRC and Owner will each sign such other documents and take such actions as the other may reasonably request in order to effect the relationships, services and activities contemplated by this Agreement and to account for and document those activities.
20. **Governing Law.** The internal law, and not the law of conflicts, of the state in which the Owner is located will govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement. The proper venue for any proceeding at law or in equity will be the state and county in which the Owner is located, and the parties waive any right to object to the venue.
21. **Relationship of the Parties.** The relationship created hereunder between Owner and PRC will be solely that of independent contractors entering into an agreement. No representations or assertions will be made or actions taken by either party that could imply or establish any agency, joint venture, partnership, employment or trust relationship between the parties with respect to the subject matter of this Agreement. Except as expressly provided in this Agreement, neither party will have any authority or power whatsoever to enter into any agreement, contract or commitment on behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any person or entity. Whenever PRC is given discretion in this Agreement, PRC may exercise that discretion solely in any manner PRC deems appropriate.
22. **Force Majeure.** Neither party will be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to acts of God, public enemy, war, strikes or labor disputes, or any other cause beyond the parties' reasonable control (each a "Force Majeure"), it being understood that lack of financial resources will not be deemed a cause beyond a party's control. Each party will notify the other party promptly of the occurrence of any Force Majeure and carry out this Agreement as promptly as practicable after such Force Majeure is terminated. The existence of any Force Majeure will not extend the term of this Agreement.
23. **Counterparts.** This Agreement may be signed in any number of counterparts.

## Addendum to Property Disposition Services Agreement

This addendum is attached to and made part of **The Inver-Grove Heights Police Department's** Property Disposition Services Agreement dated \_\_\_\_\_ (the "Agreement"). In the event of a conflict between the provisions of the main body of the Agreement and this Addendum, this Addendum will govern.

The Agreement is modified as follows

### **SECTION 8: Owner Obligations:**

**Last Sentence of this Section shall now read as follows:**

1. "In addition, to help comply with public notification statutes as well as to support internet traffic flow to the PRC auction website, Owner **MAY AGREE** to place a permanent clickable link (the "Link") to [www.PropertyRoom.com](http://www.PropertyRoom.com) on one or more Owner websites. PRC will supply Link technical requirements, text and images to Owner.

### **SECTION 13: Limitations on Liability:**

**This Section is hereby Deleted in its Entirety**

### **SECTION 18: Attorneys' Fees and Legal Expenses:**

**This Section is hereby Deleted in its Entirety.**

\_\_\_\_\_ Date  
for "Owner"

\_\_\_\_\_ Date  
for PropertyRoom.com Inc



**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

---

Meeting Date: February 23, 2009  
Item Type: Regular Agenda  
Contact:  
Prepared by: Joe Lynch, City Administrator  
Reviewed by:

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

**PURPOSE/ACTION REQUESTED**

Council is asked to review and consider approving the Memorandum of Understanding with, and appoint representatives to, the High Performance Partnership Group of Dakota County.

**SUMMARY**

Enclosed is a copy of the MOU on the High Performance Partnership of Dakota County. The City has been a member of this group since its inception. This is a group of elected and appointed officials who have promoted cooperation, coordination and economies of scale for programs and services between cities and the County. The Dakota Communications Center is the pinnacle in terms of achieving these goals and ideals.

Recently this group underwent an examination of the scope and purpose of this group. Some recent suggestions have gone through the HIPP initiative without fully understanding the potential financial or service delivery savings. It was solutions in need of a problem to solve, instead of the other way around.

We are being asked to reinvest our time and effort with this group and to appoint an elected and appointed official to serve on the Steering Committee. The Mayor has served as the elected official and the City Administrator has served as the highest ranking appointed official.

## MEMORANDUM

**TO:** Dakota County Board of Commissioners Chair  
Dakota County Administrator Brandt Richardson  
Dakota County Mayors  
Dakota County City Administrators and City Managers

**FROM:** Mary Hamann-Roland, Apple Valley Mayor  
Dave Osberg, Hastings City Administrator  
(HiPP Steering Committee Co-Chairs)

**DATE:** January 29, 2009

**SUBJECT:** HiPP Memorandum of Understanding

Several weeks ago, each of you received the enclosed memorandum outlining the High Performance Partnership and attempts to re-focus the efforts in 2009. Also included with the document, was a Memorandum of Understanding, which is an attempt to provide clear structure to the High Performance Partnership Project and to officially endorse the program, with each local government committing to assign an elected official and its City/County Manager or Administrator to serve on the Steering Committee.

At the January 23, 2009 meeting of the Dakota County Managers group, the re-focusing effort was reviewed. It was agreed that each City and the County will be asked to approve the Memorandum of Understanding and to appoint an elected official to serve on the Steering Committee, along with its highest level appointed official, such as the City Manager, City Administrator, or City Clerk. Once each City has adopted the MOU, please contact me at the Hastings City Hall, advising of the approval and also clearly indicated the members from your organization who will serve on the Steering Committee. When all member organizations have contacted us, a meeting of the Steering Committee will be convened, and arrangements made to execute the MOU.

Should you have any questions, or need any additional information, please do not hesitate to contact either Mayor Mary Hamann-Roland or Dave Osberg

Mary Hamann-Roland  
Apple Valley Mayor  
HiPP Co-Chair

David M. Osberg  
Hastings City Administrator  
HiPP Co-Chair



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**Office of Planning and Analysis**

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**M E M O R A N D U M**

Date: December 24, 2008

To: Mayor Mary Hamann-Roland, City of Apple Valley  
Mayor Elizabeth Kautz, City of Burnsville  
Mayor Mike Maguire, City of Eagan  
Mayor Todd Larson, City of Farmington  
Mayor Paul Hicks, City of Hastings  
Mayor George Tourville, City of Inver Grove Heights  
Mayor Holly Dahl, City of Lakeville  
Mayor John Huber, City of Mendota Heights  
Mayor Bill Droste, City of Rosemount  
Mayor Beth Baumann, City of South St. Paul  
Mayor Molly Park, City of Sunfish Lake  
Mayor John Zanmiller, City of West St. Paul  
Commissioner Nancy Schouweiler, Dakota County  
Tom Lawell, Administrator, City of Apple Valley  
Craig Ebeling, Manager, City of Burnsville  
Tom Hedges, Administrator, City of Eagan  
Peter Herlofsky, Administrator, City of Farmington  
Dave Osberg, Administrator, City of Hastings  
Joe Lynch, Administrator, City of Inver Grove Heights  
Steve Mielke, Administrator, City of Lakeville  
Jim Danielson, Administrator, City of Mendota Heights  
Dwight Johnson, Administrator, City of Rosemount  
Steve King, Administrator, City of South St. Paul  
John Remkus, Administrator, City of West St. Paul  
Brandt Richardson, Administrator, Dakota County

From: Heidi Welsch, Manager

RE: **High Performance Partnerships (HiPP): 2009 Re-Focus Efforts**

**Purpose**

The purpose of this memo is to provide an update on the High Performance Partnership (HiPP) initiative in Dakota County and to request partner organizations to consider entering into a Memorandum of Understanding (MOU) that defines responsibilities, commitment, and purpose for continued work through HiPP in 2009 and beyond. (The proposed MOU represents a commitment to work together on collaborative ideas. Future projects defined by HiPP may require additional agreements, depending on the specific nature of the work.)

**History of the HiPP Initiative**

In 2003, in the midst of a fiscal crisis that created strong interest in collaborative partnerships for more effective and efficient delivery of services, Dakota County and its 11 largest cities collectively undertook a study of partnership opportunities. The study objective was to identify collaborative ideas with the highest potential for enhanced service delivery, reduced costs of delivering services, or both.

Using surveys, a citizen forum, and focus groups, 20 high potential opportunities were identified. Six opportunities with the greatest potential were defined, using a decision matrix developed for HiPP. Inter-governmental work teams determined the implementation steps necessary to take advantage of the highest potential opportunities. (See Attachment B: Full Summary of HiPP and Attachment C: 2003 HiPP Study Results for more information.)

Collaborative work across a variety of topics including employee relations, information technology, and public safety has been realized as a result of the first 6 years of the HiPP initiative. Most notably, after more than a decade of failed attempts to reach agreement to centralize six public safety dispatch centers, implementation of a consolidated dispatch operation (along with implementation of a shared 800 MHz communications system) is complete. In the first year, operational savings of \$1.4 million are projected, with \$8 million in savings projected over five years.

Subcommittees made up of staff from participating organization and led by one elected official and one appointed official worked on the highest potential topics until the collaborative goal was achieved, delegated to another avenue, or determined to be unfeasible. A Steering Committee made up of interested elected and appointed officials from the partner organizations have met regularly since 2004 to provide direction and a communications structure for the subcommittees. Apple Valley Mayor Mary Hamann-Roland and Hastings City Administrator Dave Osberg have been co-chairs of the Steering Committee since 2004.

#### **Need for Re-Focus of HiPP Initiative**

Steering Committee members agree that the HiPP Initiative has been successful and that there is a continuing need for the collaborative venue. Since most of the originally identified high potential opportunities from the 2003 study completed or dismissed, it is necessary to re-focusing the effort at this time. In addition to studying new high potential topics, the Steering Committee hopes that re-focusing effort will re-invigorate participants and clarify structure, organization, and purpose for the initiative. At the December 16, 2008 meeting of the HiPP Steering Committee, Co-chair Mayor Mary Hamann-Roland and Co-Chair Administrator Dave Osberg distributed a draft Memorandum of Understanding for partner organizations. (See Attachment A: Draft MOU.)

#### **Next Steps**

The MOU and next steps will be discussed by the City and County Administrators and Managers group at their meeting on Friday, January 23, 2009. The meeting will be held at 8:30 a.m. at the Apple Valley City Hall. City and County Administrators and Managers from current and potential future partner organizations are encouraged to attend. Please feel free to contact Co-Chair Dave Osberg at [dosberg@ci.hastings.mn.us](mailto:dosberg@ci.hastings.mn.us) or me at [heidi.welsch@co.dakota.mn.us](mailto:heidi.welsch@co.dakota.mn.us) (651-438-4610) with any questions or concerns.

**DAKOTA COUNTY  
HIGH PERFORMANCE PARTNERSHIP  
MEMORANDUM OF UNDERSTANDING**

**Background**

The purpose of this Memorandum of Understanding (MOU) is to define and agree upon the responsibilities of Dakota County and its Cities who are participants in the High Performance Partnership (HiPP), who have committed to advance the sharing of local government services throughout Dakota County.

The HiPP project is a collaborative effort among Dakota County and its Cities, which has been working on a variety of projects since its inception in 2004. Six initiatives were originally selected through a scoring methodology on a rigorous set of criteria around the magnitude of potential success and the likelihood of achieving success. The original six initiatives were chosen from a larger list of 40 ideas, as well as citizen input, and a survey of staff and elected officials. In recent months, HiPP has completed, delegated or disbanded nearly all of its original six initiatives.

The scope of this MOU covers the intentions of the parties, their responsibilities, measures of effectiveness and the ongoing administration of the MOU. The parties will at all times seek a cooperative approach to addressing issues of regional/county significance. The parties believe that this MOU is an important step to formalize, build and strengthen the constructive relationships that already exist between them. The initial MOU will be completed between the primary parties responsible for the development of the initial High Performance Partnership, namely:

Dakota County	City of Hastings
City of Burnsville	City of Apple Valley
City of Lakeville	City of Eagan
City of West St. Paul	City of Sunfish Lake
City of South St. Paul	City of Mendota Heights
City of Inver Grove Heights	City of Farmington
City of Rosemount	

Subsequent amendments to this MOU may be approved to include other Cities or regional agencies, equally committed to the cooperative approach of the original HiPP initiative.

## **INTENTION OF THE PARTIES**

The parties are committed to the vision, outcomes and principles of the High Performance Partnership. As such, the parties to this MOU agree in principle to the following:

- a.) An elected official from each organization shall be appointed to the Steering Committee and will make a commitment to attend and actively participate in the meetings of the Steering Committee.
- b.) The City Manager/City Administrator (County Administrator), or other official in the case of smaller communities who are a party to this MOU, shall make a commitment to attend and actively participate in the meeting of the Steering Committee.
- c.) The Steering Committee shall serve as the forum (platform) to bring for review and discussion, collaborative efforts in which the parties may wish to consider for formal recognition as a HiPP project.
- d.) The Steering Committee shall review collaborative efforts under consideration, using the same model from the original HiPP effort, with the basic understanding that should it be designated as HiPP project, it shall clearly identify (1) the nature and magnitude of the potential success, and (2) the likelihood of success.
- e.) Each party to this MOU shall agree to routinely look at new projects, programs to determine whether there are opportunities that would benefit from a joint approach with other local governments.

## **EFFECTIVE DATE/AMENDMENT AND RENEWALS OF THE MOU**

This MOU will take effect when all of the parties name previously have signed, and/or it has been clearly communicated that they will not be participant in the HiPP projects. This MOU may be amended from time to time by agreement between all the parties. This MOU will remain in effect until superseded or suspended by mutual agreement by all parties. The parties will at all times seek a cooperative approach to addressing issues of local, regional and mutual interest. The parties agree that this MOU will be reviewed within five years of its signing, or at any time agreed to by the parties.

### ***SUMMARY – Dakota County High Performance Partnerships (HiPP) Project***

The 2003 fiscal crisis created a climate that re-kindled strong interest in collaborative partnerships among local units of government for more efficient and effective delivery of services. Dakota County and its 11 largest cities collectively undertook the study of opportunities to create additional partnerships. The objective was to identify the highest potential opportunities for collaboration that will enhance service delivery, reduce the costs of delivering services, or both. Using surveys, a citizen forum, and focus groups, 20 high potential opportunities were identified. Six opportunities with the greatest potential were defined, using a decision matrix developed for HiPP. Inter-governmental work teams determined the implementation steps necessary to take advantage of the highest potential opportunities. Through this collaborative effort, agreements to implement actions that were not able to be achieved before were achieved. Most notably, after more than a decade of failed attempts to reach agreement to centralize six public safety dispatch centers, implementation of a consolidated dispatch operation (along with implementation of a shared 800 MHz communications system) is underway. In the first year, operational savings of \$1.4 million are projected, with \$8 million in savings projected over five years. Through its initial success, HiPP has become a continuing intergovernmental initiative, exploring opportunities for additional partnerships.

### **Dakota County High Performance Partnerships (HiPP) Project <sup>1</sup>**

**Overview:** The High Performance Partnerships (HiPP) Project is an initiative that explores additional opportunities for partnerships among local governments in order to improve the quality of services delivered to citizens, and to offer those services more cost-effectively. The initiative arose out of a commitment to provide the right services in the best way possible, given budget constraints and limited resources resulting from the 2003 fiscal crisis and resulting budget cuts for local units of government in Minnesota.

HiPP reflects the critical input of citizens, elected officials, and city and county staff through surveys, large group meetings, and focus group discussions in evaluating potential collaborations that are most promising and applicable for implementation in Dakota County. As a result of the initial analysis, 20 opportunities were identified as having the highest potential to enhance service delivery or reduce costs, or both. The 20 opportunities were evaluated, using a decision-making matrix developed for the project. The six highest potential opportunities were selected for immediate attention, based on the HiPP analysis. Work Groups composed of city and county elected officials and senior staff formed to investigate the implementation steps necessary to act on these six opportunities. The six opportunities addressed by the Work Groups are:

- Establishment of centralized Public Safety Answering Points (PSAPs) and 9-1-1 dispatching service;
- Creation of a law enforcement support center;
- Specialized public safety equipment sharing;
- Joint non-felony prosecution services;
- Combined information technology operations, training, and purchasing; and
- Joint purchasing of employee health care.

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<sup>1</sup> Adapted from an application to the Association of Minnesota Counties 2005 Achievement Award process.

By focusing on opportunities for mutual gains and by building organizational commitment and consent through involvement of the key stakeholders in decisions, HiPP has been able to achieve agreements to implement actions that will improve the quality of services provided, while reducing the costs of providing these services, that were not able to be achieved by prior efforts. Specifically:

- After more than a decade of failed attempts to reach consent to centralize the multiple Public Safety Answering Points (i.e., dispatch centers) in the County, consent has been achieved to implement a consolidated dispatch operation, along with implementation of a shared 800 MHz communications system. Initial capital investments will total over \$17 million.
- The County and its cities have expanded the fiber network linking government facilities (city, county, and school district) and are in the initial stages of exploring using the fiber system as the backbone for countywide wireless communications.
- The County and cities are entering into joint initiatives to improve the health and wellness of employees and reduce health care costs, as a result.

Based on an agreed upon cost-sharing formula, cities and counties are committing funds in their 2006 budgets to these efforts.

Because of its success, HiPP has become a continuing intergovernmental initiative in Dakota County. Guided by a Steering Committee composed of elected and senior administrative officials, HiPP continues to explore both opportunities for acting on the next tier of collaborative opportunities identified in the initiative's initial studies and emerging opportunities that are evolving from new strategic alliances and public collaboration.

While the opportunities for collaboration and partnerships are not new or unique to Dakota County, the process of bringing elected and appointed officials together to agree to actively pursue opportunities has facilitated setting public policy priorities and promoted unprecedented intergovernmental coordination and cooperation in addressing shared concerns. The outcomes of the HiPP project will include more cost-effective delivery of services (e.g., as the result of the consolidation of dispatch operations), improved administration as the result of ongoing communication, and enhances effectiveness of local government as the result of the trust and respect developed through the collaborative effort.

#### ■ ***The Need for the HiPP – Origins***

During the 1990s, Dakota County added 42,000 jobs and 33,000 households. This was 17% and 23% of the metropolitan area total for the decade, respectively. Dakota County is expected to add 120,000 people, 61,000 households and 47,000 jobs by 2020. The same growth that has brought much prosperity to Dakota County now presents a number of challenges to its citizens. Human services (e.g., social services and economic assistance) and physical development needs (e.g., road and transit demands to efficiently and effectively move the growing population) must be met at the same time that state and federal budget constraints are combining with local pressures to keep property taxes low. These factors were exacerbated by the more than \$4 billion shortfall faced by the State of Minnesota in 2003 and decisions to reduce both city and county aid payments as part of the solution to the budget crisis.

To provide services more efficiently and at a lower cost, Dakota County has looked to partnerships with other units of government. The County has entered into more than 75 Joint Powers Agreements. Dakota County and its cities share costs for road projects and signal lights. Cooperative building agreements, such as for a County parks facility and a city

senior center in West St. Paul, have been devised. However, local administrators and local elected officials, led by the County Board of Commissioners, identified the opportunity and the need to do more.

Initial steps in the project confirmed the need and opportunity for cooperation and coordination.

- In a citizen survey, citizens were asked what they regard as the most serious issue in their community today. Twenty-eight percent (28%) of the issues noted were related to limited funds -- budget cuts, taxes, the difficulty of maintaining quality services in an environment of declining or slow-growth budgets, and related issues. Respondents were then asked if their local unit of government was doing the right amount of partnering with other local governments to deliver services or should do more, or less. Fifty-five percent (55%) responded that their local unit of government should do more, while only 7% said that their local government should do less.
- Sixty County residents participated in a series of focus group discussions, and expressed broad need and support for local government collaboration to save money, enhance services, or both.
- Results of a survey of employees of municipalities and the County were even more striking. More than half of the issues that were raised centered on revenue, budgets, and related issues. When asked whether their department or area should do more partnering with other local units of government to deliver services, more than 60% of local government employees agreed. None of the 161 respondents said that they should do less. More than 80% reported that their department or area was already involved in collaborative service delivery arrangements. A high level of satisfaction with the results of those arrangements was reported.

The demands for greater cost-effectiveness, coupled with accomplishments already achieved in improved service delivery, stimulated local governments in Dakota County to conclude that additional opportunities for collaboration should be explored and action should be taken. The County Administrator and City Managers/Administrators began discussing opportunities for greater collaboration in July 2003, with reports back to elected leaders. During the second half of 2003, a Request for Proposals for a small consulting contract (\$25,000) were developed and responses were evaluated. In January 2004, the Dakota County Board of Commissioners approved the High Performance Partnerships (HiPP) Project, including a consulting contract with Craig Rapp Consulting and Pepin Hugunin and Associates, to focus on analyzing potential cooperative and partnership opportunities among local units of government in Dakota County and identifying the highest potential opportunities for implementation.

From its kick-off in January 2004, the timeline for HiPP has been:

- January 2004: HiPP Project is initiated
- May 2004: Interim report drafted
  - ♦ Survey report
  - ♦ Citizen participation meeting and report
- June 2004: Focus group report issued
- July 2004: Final HiPP report issued
- August 2004: Presentation of HiPP Project findings to the Dakota County Board of Commissioners.
- November 2004: Organization for next steps through establishment of six project study teams for addressing issues associated with implementation of recommended partnerships.

- April-June 2005: Implementation reports from work groups

The County and the cities agreed that the High Performance Partnerships (HiPP) project should be directed by a Steering Committee composed of city mayors and administrators, the County Administrator, and the Chair of the Dakota County Board of Commissioners. The Steering Committee continues to meet to coordinate actions related to the implementation of the six highest potential initiatives and to explore both opportunities for acting on the next tier of collaborative and emerging opportunities that are evolving from new strategic alliances and public collaboration.

#### ■ **Project Description**

**Purpose/Objectives:** The purpose of the HiPP Project was to evaluate a broad range of potential partnerships that offer a more effective and/or efficient way for local governments to provide programs and services within Dakota County and to establish priorities for action. Based on these priorities, action steps to implement the highest potential opportunities were to be developed and implemented. Specific objectives for the HiPP Project were to:

- Identify and recommend services that could be delivered jointly by several local units of government in a collaborative manner;
- Recommend services that would serve as models that many, if not most, units of government in Dakota County might adopt;
- Focus on issues that the County and/or cities are already addressing, and for which they have clear responsibility and accountability; and
- Develop evaluation criteria to be used for future evaluation of projects.

Assuming success in defining potential initiatives and the consent of the partners to pursue their implementation, additional objectives of the HiPP Project were to:

- Define the action steps necessary to implement the highest potential partnership opportunities; and
- Secure the consent of local governments to approve the necessary actions to implement the action steps.

As the outcome of the project, the infrastructure for the implementation of partnerships in the highest potential areas of collaboration has been created. Work teams were formed to develop implementation steps for the six highest priority initiatives, and implementation is now underway. Most notably:

- On May 27, 2005, an agreement of 11 cities and the County to provide emergency response dispatch services (law enforcement, fire, and emergency medical) through a single joint dispatch center using an 800 MHz radio communications system was announced. The cities and the County agreed to enter into a Joint Powers Agreement, defining the duties and responsibilities of each entity and cost-sharing agreements for capital and operating funds.

The technology infrastructure that is the "backbone" that connects Dakota County users to one another, the region, and the state through one dispatch center will be built at an estimated cost of \$10 to \$11 million. A Communications Center will be constructed in a central location within the County, at a cost of about \$6.1 million. Significant capital costs are avoided for implementation of the new technology at individual dispatch centers.

Operating costs for the centralized dispatch center are projected to be \$4.3 million in the first year, saving about \$1.4 million from current operating costs for the six individual dispatch centers. The countywide operating budget savings are estimated to be up to \$8 million over five years. Qualitative benefits include improved "interoperability" of communication systems and improved command, control, and coordination of public safety resources in cities across the County.<sup>2</sup>

In addition:

- The County and cities have expanded the fiber optic network linking government facilities (county, city, and school district) and are in the initial stages of exploring using the fiber system as the backbone for countywide wireless communications.
- A proposal for the creation of a Public Safety Support Center (about \$7.7 million) has been developed and a bonding request prepared. Additional partnerships in the Center, such as with the Minnesota State College and University system and the Metropolitan Emergency Services Board, are being considered.
- The County and cities are entering into joint initiatives to improve the health, wellness, and safety of employees and to reduce health care costs, as a result.

**Scope:** The scope of the project focused on the primary expected outcome – the identification of key partnerships that represent the best opportunities for joint service delivery by local units of government in a collaborative manner in the County. The scope of the project included:

- The evaluation of a broad range of potential partnerships to arrive at three to five opportunities that offer the best opportunities for success. In its initial stage, this project was not charged with providing a definitive or final analysis (e.g., fiscal or cost/benefit analysis, detailed feasibility study, or implementation plan) for any of the opportunities. Rather, the project was intended to identify the opportunities and create the infrastructure that would make it possible for the implementation steps to occur quickly.
- A focus primarily on those services for which the responsibility and accountability clearly rests with parties to the process (or, public-public partnerships), specifically those between Dakota County and the cities (and, as appropriate, townships) located within the County. (The project also considered potential partnerships with public jurisdictions such as school districts and opportunities for privatization.)
- The willingness to engage in any of the various types of formal relationships available to participating local jurisdictions under Minnesota Statutes.
- A preference for addressing issues that the County and/or cities are already engaged in, and for which they have clear responsibility.
- Openness to recommendations that establish relationships along a wide spectrum of public sector partnership, from relatively less intensive to more intensive participation.

The services recommended for collaborative service delivery were intended to serve as models applicable to the majority of local governments operating within Dakota County.

A small consulting contract (under \$25,000) was let for assistance with services to facilitate the process of gathering and processing information. Four tasks were assigned:

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<sup>2</sup> The information for this application was developed in 2005. In the last 18 months, there has been additional progress on the Dakota Communications Center that is not indicated in the summary.

- A literature review of collaborative best practices, including local, state, and federal government reports, and research and reports by foundations, associations, and academic programs.
- Solicitation of potential ideas through electronic and hardcopy surveys, with participation by citizens, local government employees, and elected officials. (More than 300 citizens, leaders, and employees were surveyed.)
- Support for workshops and discussions with city and County elected officials and senior administrators.
- Prioritization of potential partnerships via a citizens' forum of County residents and focus group discussions. (The citizen forum involved more than 80 residents; the focus groups, about 60 residents. Groups were roughly selected to be representative of the County.)

The four methods of data collection and discussion with the Steering Committee resulted in the identification of 20 ideas for potential additional collaboration in Dakota County. To narrow the list of candidate partnerships to the project goal of three to five opportunities with the highest potential for success and the greatest benefit, a "scorecard" was developed against which each of the 20 potential partnerships was rated and ranked.

The scorecard was predicated on two indicators of effectiveness, each of which incorporated five specific criteria. The two indicators of effectiveness and their associated considerations were:

- ***The nature and the magnitude of the potential success.*** If cost savings are anticipated, for example, how significant are they? If the quality of service is expected to improve, how substantial is the potential improvement? The considerations (criteria) were:
  - Quality of service. To what degree will the collaboration result in a significant improvement in the quality and effectiveness of the services provided?
  - Cost of service. To what degree will the partnership result in a positive impact to the cost of the service?
  - No other way exists to provide the service. An emerging issue may be regional in scope. No one jurisdiction may have the ability to cope with such as issue. Or, perhaps state or federal laws mandate a regional or sub-regional approach.
  - Transferability. Do many different local units of government have the opportunity to benefit from the collaborative service approach?
  - Qualitative advantages. Are there other, "softer" advantages that may result in additional "harder" advantages later on?
- ***The likelihood of achieving success.*** Is the project easy to manage, or difficult? Does the partnership require a large commitment of resources up front? Is the collaboration likely to have the support of citizens and other stakeholders? How high are the barriers to success? The considerations were:
  - Short-term manageability/ease of implementation. How complex is this effort? How difficult will it be to launch a new, collaborative approach to this service?
  - Longer-term manageability issues. What, if any, longer-term management issues are there?
  - Political feasibility and support/citizens. What are citizens' preferences? Is there a reason to believe that citizens will support this particular effort?
  - Political feasibility and support/government officials and staff. What are the preferences of local elected officials and employees throughout the ranks of local

government? How much support and/or opposition to a given partnership reasonably may be foreseen?

- Measurement. Can the outcomes be accurately measured? How difficult is it to measure results in this area? Will the participants know whether they have been successful, or not?

The ten criteria were assigned a weight ranging from 2.5% to 17.5% of the total, and each of the 20 potential partnership opportunities were assigned a letter grade (A through F) on each of the criteria. The resulting matrix was used to define the highest potential projects for discussion with the Steering Committee. Based on the review and discussion of the Steering Committee, the matrix was rerun and the six projects determined to have the greatest potential benefit and highest likelihood of success were identified for action.

Importantly, the methodology developed and used is transferable to any jurisdiction. "Weights" can be reassigned to meet each jurisdiction's conditions.

**Costs:** The direct costs of the HiPP Project were limited to:

- The \$25,000 consulting contract to assist with services to facilitate the process of gathering and processing information.
- Nominal costs (less than \$2,500) as payments for the use of facilities and providing refreshments for citizens participating in the citizen forum and focus groups.

The bulk of the project costs were in-kind services provided by Dakota County and its cities.

- Local elected officials (including the Chair of the Dakota County Board of Commissioners), city administrators, and County Administrator met monthly throughout 2004 as the project Steering Committee. Meetings typically were for about 90 minutes, although sessions to narrow the list of 20 potential to the highest potential (finally, six) projects were longer.
- Dakota County provided a part-time (approximately, 25%) project manager and staff support to the Steering Committee.
- Cities contributed staff time as necessary to the project, with one city assigning a summer intern to assist on the project on a part-time basis.

The project itself was a demonstration of collaboration and cooperation to achieve goals at a minimal cost.

**Achievement of Objectives:** The HiPP Project has been a successful venture for Dakota County and its cities in several dimensions.

- First, the HiPP Project has clearly demonstrated the ability and desire of local government officials to cross political boundaries and produce actionable results that are in the broad public interest. The outcomes are described above. The ability for governmental agencies and units to partner to address issues larger than any single local jurisdiction for the benefit of all residents is increasingly important and growing (e.g., to meet homeland security needs or deal with the manufacture, sale, and use of meth).
- Second, the project has garnered ongoing interest and support from city and County elected officials and administrators. The commitment of these leaders to a vision of increased collaboration and cooperation is carried through their organizations.

- Third, the project considered a wide-ranging list of potential partnerships in order to highlight six collaborations of highest potential benefit for Dakota County and its cities. This prioritization process reflects both review of best practices in local government service delivery, as well as meaningful input from citizens, staff, and elected officials from across the County. The current work of project study teams to address implementation issues is a strong testament to the effectiveness of the HiPP Project in defining a short list of potential collaborations of highest mutual benefit for Dakota County and its partners.
- Fourth, the results of the HiPP Project are highly replicable. The comprehensive methods used to solicit partnership ideas and to distill these to the most beneficial for local governments to employ within Dakota County may be used to evaluate any series of initiatives. Specifically, creation of a scorecard to rate and compare collaboration ideas across a range of measures of effectiveness has broad applicability.

### ■ **Conclusion**

The High Performance Partnerships (HiPP) Project directly responds to the four criteria to be recognized for an Achievement Award.

- As noted above, the project is replicable for other counties at a minimal cost. The "scorecard" developed for the project can be used independent of the broader effort and is adaptable for other uses. Central lessons of the project (e.g., the broader interest in collaboration and the ability to achieve success by involving elected and senior administrative officials in building trust and respect) are widely applicable.
- The HiPP Project applied innovative strategies and technologies to achieve its objectives. Rather than trying to reach agreement on collaboration for specific projects, local elected officials and senior administrative officers applied a "systems thinking" approach to the project. They agreed to examine opportunities as part of the system of providing services to citizens of Dakota County, rather than focusing on pre-determined problems or projects. Leaders consented to an unconstrained evaluation of potential partnerships. The ground rules provided evaluators the authorization to examine all reasonable opportunities. Innovative uses of technology included applying electronic voting technology in a citizen forum to provide immediate feedback and spur discussion and the application of Web-based surveys.
- The most tangible outcome of the HiPP Project is the projected \$1.4 million in operating budget savings from the agreement to consolidate six Public Safety Answering Points (dispatch centers) into a single PSAP. Qualitative benefits resulting from the project in this area include improved "interoperability" of communication systems and improved command, control, and coordination of public safety resources in cities across the County.

In addition, the County and cities are continuing to build fiber connectivity and jointly discussing health and wellness initiatives. Important intangible outcomes include the trust and communication that has been built through the project Steering Committee.

- Initiative and leadership from elected officials and senior administrators of Dakota County and its cities has driven the HiPP Project from an idea arising out of collaborative discussions in July 2003 to quantifiable outcomes in mid-2005. The project has successfully put in place the infrastructure necessary to improve administration and enhance the cost-effectiveness of existing County and city programs. The project has

provided information that is informing and driving public policy decisions. The acceleration of the opportunities for the consolidation of Public Safety Answering Points and joint dispatching of emergency services is a concrete example.

In an era in which innovation is essential -- in which government is expected to provide improved services to a wider pool of residents at less cost -- the results of the HiPP Project have far-reaching implications, both for future partnerships and for specific program and service delivery. The outcomes of the HiPP Project will continue to leverage cooperative ventures both within and among local jurisdictions and agencies in Dakota County, as the County seeks to continuously improve its services to meet citizens' needs. The results are replicable to other jurisdictions.

O:HiPP – Amc Award