



INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, MARCH 9, 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 23, 2009 Regular Council Meeting _____

B. Resolution Approving Disbursements for Period Ending March 4, 2009 _____

C. Pay Voucher No. 7 for City Project No. 2003–03, Southern Sanitary Sewer System Imp. _____

D. Pay Voucher No. 12 for City Project No. 2003–15A, Northwest Area Utility Improvements – Lift Station R–9.1 _____

E. Accept Proposal from Keys Well Drilling Company for Well Pump No. 5 Rehabilitation _____

F. Resolution Approving Plans & Specifications and Authorizing Advertisement for Bids for City Project No. 2009–01, Trunk Highway 3 and Proposed 80th Street (County Road 28) Intersection Improvements Armory Gym Floor _____

G. Consider Awarding National Guard Gymnasium Floor Replacement Bid _____

H. Consider Application for Exempt Charitable Gambling Permit _____

I. Approve Renewal of 3.2% Off-Sale Liquor License for PDQ Store #212 _____

J. Schedule Special Meetings _____

K. Approve Agreement with Elert and Associates _____

L. Personnel Actions _____

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

6. **PUBLIC HEARINGS:**

A. **CITY OF INVER GROVE HEIGHTS;** Consider a Resolution Adopting the Final Assessment Roll for City Project No. 2007–09E, 2007 Pavement Management Program, 46th Street East Bituminous Pavement Removal and Replacement Project _____

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

- A. BEAUCLAIR CONSTRUCTION;** Consider a Resolution relating to a Variance to exceed the allowed impervious surface coverage to construct an addition onto an existing home located at 8335 Cooper Way E. _____

ADMINISTRATION:

- B. CITY OF INVER GROVE HEIGHTS;** Approve Additional Services Compensation _____

- C. CITY OF INVER GROVE HEIGHTS;** Consider Third Reading of an Ordinance Amending City Code Section 320.03 relating to Disposal of Unclaimed Property & Approval of Agreement with PropertyRoom.com _____

8. MAYOR AND COUNCIL COMMENTS

9. ADJOURN

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, FEBRUARY 23, 2009 - 8150 BARBARA AVENUE**

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, February 23, 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; Assistant City Administrator Teppen, City Attorney Kuntz, Public Works Director Thureen, Community Development Director Link, Parks & Recreation Director Carlson, Finance Director Lanoue and Deputy Clerk Rheaume.

3. PRESENTATIONS: None.

4. CONSENT AGENDA:

Mayor Tourville stated that item **4I, Approve Interest Charge for Past Due Accounts for Parks and Recreation/VMCC**, was removed from the Consent Agenda.

- A. Minutes of February 9, 2009 Regular Council Meeting
- B. **Resolution 09-26** Approving Disbursements for Period Ending February 18, 2009
- C. Pay Voucher No. 8 for City Project No. 2003-15, Northwest Area Trunk Utility Improvements
- D. Change Order No. 1 and Pay Voucher No. 3 for City Project No. 2008-10, Ravine Ponds Improvement
- E. Change Order with Emmons & Olivier Resources, Inc.
- F. Pay Voucher No. 1 and Change Order No. 1 for Heritage Village Park Contract with Carl Bolander and Sons
- G. 2009-10 Ice Rates for the VMCC
- H. 2009 Tree Replacement Fund Expenditures
- J. Soil Borings & Funding Source for Property Located in the SW Corner of Hwy 52 and 80th Street
- K. Infrared Survey of the VMCC/Grove
- L. **Resolution No. 09-27** Approving Individual Project Order No. 5C with Kimley-Horn and Associates, Inc. for City Project No. 2007-17, Clark Road Improvements
- M. **Resolution 09-28** Approving Individual Project Order No. 11A with Kimley-Horn and Associates, Inc. for City Project No. 2008-11, Southern Sanitary Sewer, East Segment
- N. **Resolution 09-29** 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

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

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT: None.

6. PUBLIC HEARINGS: None.

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/City Hall Renovation

Mr. Kuntz explained that 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 be completed on time, without any works stoppage relating to labor disputes or jurisdictional challenges among collective bargaining units in the construction trades. He stated that the Council is being asked to consider a resolution that would require the successful bidder to enter into a similar agreement with respect to the proposed Public Safety Addition/City Hall Expansion project. He reviewed the four categories of contracts that are envisioned for the project and explained that the resolution provides that a Project Labor Agreement will apply to the contracts under categories 1-3 (construction and renovation contract for the expansion and remodeling, contracts for technology and contracts for furniture, fixtures and equipment). He stated that with respect to the fourth category (contract for earthwork related trucking) the resolution provides that the minimum wage rates shall be the prevailing wage rates determined by the Minnesota Department of Labor and Industry.

Councilmember Piekarski Krech clarified that approval of the resolution would not mean that the City is committed to ordering the project.

Mr. Kuntz confirmed that approval of the resolution does not mean that the City has ordered the project or is required to award a bid for the project at a later date.

Motion by Klein, second by Madden, to adopt Resolution No. 09-30 Approving Project Labor Agreement for the City of Inver Grove Heights Public Safety Addition/City Hall Renovation

Councilmember Grannis stated that he would be voting against the motion due to the disadvantages he has found through research on the use of Project Labor Agreements. He explained that he reviewed studies that have shown that the use of a Project Labor Agreement excludes merit shop contractors from bidding on projects paid for by their own tax dollars and it drives the cost of the project up by producing competition for the work. He further explained that he found that only 15.6% of the American Private Construction Force belonged to a union in 2008 and a May, 2006 study conducted by Boston Hill Institute found that the use of Project Labor Agreements on school construction projects in New York increased the cost of the project by 20% and increased construction bids by approximately \$27 per square foot.

Mayor Tourville questioned if there have been a lack of bids on past City projects where a Project Labor Agreement has been used.

Mr. Kuntz responded that in his recollection the City has received a number of bids on each of the projects where a Project Labor Agreement has been used.

Councilmember Grannis noted that the City may have received more bids for each project had a Project Labor Agreement not been used.

Mayor Tourville stated that the most important aspects of using the Project Labor Agreement are to prevent work stoppages, get laborers that are trained and qualified to do the work and that offer the appropriate benefits so the City could not be held liable for non-prevailing wage agreements. He noted that the City has found Project Labor Agreements to be very useful in past projects. He asked for the opinion of the owner's representative for the proposed project from Krech, O'Brien & Mueller on the use of Project Labor Agreements.

Linda McCracken-Hunt, Krech, O'Brien & Mueller, explained that she has been involved with a number of projects that have used Project Labor Agreements and stated that a contract for a project of this size would most likely have union labor involved and noted that the Project Labor Agreement does provide advantages to the City such as a guarantee of no stoppage of work.

Councilmember Madden stated that he supports the use of a Project Labor Agreement because it ensures that the laborers will be competent and trained to do the job properly.

Mr. Kuntz talked about municipal contracts. He stated the workers will receive union rates.

Jim Brown, 1186 E. 90th Street, said he is an employee of the State of Minnesota and talked about the construction jobs and the prevailing wage requirements. He said they get a lot of complaints that the

workers are not being paid the prevailing wage requirement. Mr. Brown stated in his opinion a project labor agreement is the best thing to do for the city, tax payers and workers. He said he is in support of this agreement.

Councilmember Grannis noted that it would not be known if Project Labor Agreements used by the City in previous projects increased the cost of the project.

Ayes: 4

Nays: 1 (Grannis) Motion carried.

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

Ms. Teppen said this is the next step. She explained that the plans and specifications were reviewed last week at a special meeting with the city council and members of the task force. She said they would go out for bids tomorrow if approved and award the bid on April 13th. At that point the city council would decide if the project goes forward.

Councilmember Grannis asked about the bids going out without the two doors at the end of the council chambers.

Ms. Teppen said that would be issued as an addendum to the construction document package.

Councilmember Grannis said having an exit at both ends should be included in the bid.

Motion by Madden, second by Piekarski Krech, to Approve Plans and Specifications, Approve Contract Documents and Authorize Advertisement of Bids for Public Safety Addition/City Hall Renovation with the Addendum to the Construction Documents as described by Ms. Teppen

Ayes: 4

Nays: 1 (Grannis) Motion carried.

COMMUNITY DEVELOPMENT:

C. CITY OF INVER GROVE HEIGHTS; Consider the Following Requests:

- i) 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

Mr. Link showed a map of the property and explained the first request is for a major site plan review. He noted the site is zoned P, public institutional and the proposed site plans meets the requirements. He said the proposed site plan increases the parking by 10%. Mr. Link explained the second part of the request has to do with the vacation of part of the right-of-way. He said it is a 60 foot wide public right-of-way and showed the part that would be vacated. He noted it would provide the city hall with a little more area. Mr. Link stated that planning staff and the planning commission are recommending approval.

Councilmember Piekarski Krech asked if this has to be done before they make a decision.

Mr. Link said there is no harm in proceeding. Mr. Link noted the road itself will remain as it is now.

Mayor Tourville commented on the way it would be assessed for improvements. He noted that it would no longer be a city street.

Mr. Kuntz explained that what the vacation legally does is takes the physical space of the street and attaches it to the plat of the property on each side of the street, so the City owns the property in blue on the map after the vacation. He said with respect to use for the blue area as parking there is no plan to prohibit parking along the blue area.

Motion by Klein, second by Madden, to approve Resolution No. 09-31 relating to a Major Site Plan Review for the Public Safety Expansion/City Hall Renovation Project and Resolution No. 09-32 relating to the Vacation of a portion of Barbara Ave. right-of-way

Ayes: 4

Nays: 1 (Grannis) Motion carried.

D. CITY OF INVER GROVE HEIGHTS; Consider Resolution Approving Acquisition of Property located at 6535 Doffing Ave.

Mr. Link explained that the resident has requested the City purchase his property as part of the Doffing Avenue voluntary acquisition program. He stated that the purpose of the program is to acquire properties in the Mississippi River flood plain, remove the structures to restore the flood plain and eventually include the properties in the Heritage Village Park. Mr. Link noted an environmental study was done that found minor contamination, but will get MPCA approval of the site. He stated the DNR grant money cannot be used and explained that the Host Community Fund would be used.

Motion by Piekarski Krech, second by Grannis, to adopt Resolution No. 09-33 Approving the Acquisition of property located at 6535 Doffing Avenue

Ayes: 5

Nays: 0 Motion carried.

FINANCE:

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

Ms. Lanoue said a new resolution has been included in the packet with regard to the amount of transfer for the community center fund. She reviewed the carryovers and noted there was a surplus in the general fund. Ms. Lanoue reviewed the transfers.

Motion by Klein, second by Madden, to adopt Resolution 09-25 approving Carryover of Unused Budget Appropriations and approving Transfers

Councilmember Grannis commented on the community center and said the reason for the increased deficits were the council policy decisions.

Councilmember Klein noted a positive budget is being carried over.

Mayor Tourville said the community center has done much better and serves many people.

Ayes: 5

Nays: 0 Motion carried.

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)

Mr. Thureen showed a map of the project location. He explained the phasing was set up to coordinate the northern part with the frontage road project. The amendment to the feasibility study breaks this into two separate projects. The northern portion would be proposed to be funded from the sewer connection fund and the southern portion would be special assessments. He noted the northern portion is the state funded project. Mr. Thureen said they will be receiving bids for the southern portion on Thursday. He noted that they continue to have discussions with the southern property owners. Mr. Thureen said there are two resolutions they are recommending approval on.

Motion by Klein, second by Grannis, to approve Resolution No. 09-34 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 No. 09-35 Ordering City Project No. 2008-08 (T.H. 52 East Frontage Road)

Ayes: 5

Nays: 0 Motion carried.

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 No. 2008-08

Mr. Thureen explained that the agreement outlines the responsibilities between Mn/DOT and the City of Inver Grove Heights for the frontage road project. He noted that once the bids come in for the sanitary sewer project the City would have the right to not accept the bids. He noted that this agreement needs to be executed prior to the state awarding bids.

Motion by Klein, second by Piekarski Krech, to adopt Resolution No. 09-24 approving 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 No. 2008-08

Ayes: 5

Nays: 0 Motion carried.

PARKS AND RECREATION:

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

Mr. Carlson explained that the County is looking for approval of an alignment for the southern section of the Mississippi River Regional Trail. He explained that the county is considering four alternatives for the alignment. He stated that at the open house hosted by Dakota County alternative three was thought to be the best option. He noted that the Parks and Recreation Advisory Commission recommended alignment alternative three on a 5-2 vote.

Councilmember Grannis asked how this section of the trail would be funded.

Mr. Carlson responded that the County would apply for federal grant money after an alignment was chosen by Council.

Councilmember Grannis asked if residents will be assessed.

Mr. Carlson said residents would not be assessed. He noted it will be on the west side of Cahill.

Councilmember Piekarski Krech asked about the brown line on the map.

Bruce Blair, Dakota County, stated that the section of the trail would be funded via federal grant money.

Maryann Richter, said her house will be right where they are running the trail and within 28 feet or less. She asked what options are and said there is also a question on her easement.

Councilmember Piekarski Krech noted this trail ends at Inver Grove Trail.

Mayor Tourville said it is a regional trail and is not the city's funding.

Ms. Richter said she wants her house moved or bought out.

Mr. Bruce Blair talked about where the trail will be going.

Mayor Tourville said alternative three has the least impact.

Councilmember Klein said he thinks it is a waste of money.

Motion by Grannis, second by Madden, to approve Alignment Alternative #3 for the Southern Section of the Mississippi River Regional Trail

Ayes: 5

Nays: 0 Motion carried.

ADMINISTRATION:

I. CITY OF INVER GROVE HEIGHTS; Consider 2009 Seasonal/Temporary Employee Compensation Plan

Ms. Teppen said a proposed wage schedule was attached and a new one was given this evening. She Noted that this year the minimum wage will increase to \$7.25 per hour in July.

Councilmember Piekarski Krech commented on these positions being paid for by the program.

Councilmember Klein said it would help to see how many hours some of the employees are putting in.

Motion by Madden, second by Grannis, to approve 2009 Seasonal/Temporary Employee Compensation Plan

Ayes: 5

Nays: 0 Motion carried.

J. CITY OF INVER GROVE HEIGHTS; Consider 2nd Reading of Ordinance Amending City Code Section 320.03 relating to Disposal of Unclaimed Property

Mr. Kuntz said the ordinance allows by an online auction the sale of unclaimed property of the city. He said at the third reading a contract would be looked at. He noted one change was to include what appears in the statute on non profit companies to the ordinance. Another change from the first reading is surplus property may also be sold online if chosen. Mr. Kuntz said they also provided information in the packet as to what the contract will provide. He noted the term would be three years.

Sergeant Sean Folmar, Inver Grove Heights Police Department, said he thinks it is a good idea and none of the other departments have had any issues. He noted it will reduce personnel time. Mr. Fuller talked about the processing and said when it leaves Minnesota it goes to Chicago where they have a docking center.

Mayor Tourville talked about the length of the contract.

Mr. Kuntz made a correction and said the initial term would be one year. Mr. Kuntz clarified the questions are the obligation of sending all or as selected items and the term of the contract.

Motion by Piekarski Krech, second by Grannis to approve 2nd Reading of an Ordinance Amending City Code Section 320.03 relating to Disposal of Unclaimed Property

Ayes: 5

Nays: 0 Motion carried.

K. CITY OF INVER GROVE HEIGHTS; Appoint Representatives to, and Approve High Performance Partnership Group Memorandum of Understanding with Dakota County

Mayor Tourville explained that he and Mr. Lynch would like to continue to serve as representatives to the group.

Motion by Klein, second by Madden, to approve the High Performance Partnership Group Memorandum of Understanding with Dakota County and appoint Joe Lynch and Mayor Tourville as representatives to the group

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR AND COUNCIL COMMENTS:

9. ADJOURN: Motion by Grannis, second by Piekarski Krech, to adjourn. The meeting was adjourned by a unanimous vote at 9:18 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: March 9, 2009
 Item Type: Consent
 Contact: Cathy Shea 651-450-2521
 Prepared by: Cathy Shea Asst. Finance Director
 Reviewed by: N/A

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

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of February 19, 2009 to March 4, 2009.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending March 4, 2009. The detail of these disbursements is attached to this memo.

General & Special Reveune	\$119,990.21
Debt Service & Capital Projects	356,056.41
Enterprise & Internal Service	149,740.48
Escrows	<u>3,798.93</u>
Grand Total for All Funds	<u><u>\$629,586.03</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 19, 2009 to March 4, 2009, and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING MARCH 4, 2009**

WHEREAS, a list of disbursements for the period ending March 4, 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	\$ 119,990.21
Debt Service & Capital Projects	356,056.41
Enterprise & Internal Service	149,740.48
Escrows	<u>3,798.93</u>
 Grand Total for All Funds	 <u>\$ 629,586.03</u>

Adopted by the City Council of Inver Grove Heights this 9th day of March, 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
02/23/2009	92907	OLD WORLD PIZZA	city of inver grove hgts	101-1000-413.50-75		* 2/2009 * Total	127.32 127.32
02/25/2009	92908	ACE PAINT & HARDWARE	acct 1126	101-4200-423.40-40		2/2009	11.16
			acct 1126	101-4200-423.60-65		2/2009 * Total	2.55 13.71
02/25/2009	92909	AFSCME COUNCIL 5	city of inver grove	101-0000-203.10-00		2/2009 * Total	952.85 952.85
02/25/2009	92911	ALLINA OCC MED	ACCT 700006260	101-4200-423.30-70		2/2009 * Total	255.00 255.00
02/25/2009	92912	ANCOM TECHNICAL CENTER	cust 809	101-4200-423.40-42		2/2009 * Total	105.50 105.50
02/25/2009	92919	CITY OF SAINT PAUL	inver grove hgts	101-4000-421.40-42		2/2009 * Total	72.36 72.36
02/25/2009	92922	COORDINATED BUSINESS SY	cust 4555082	101-4200-423.40-44		2/2009 * Total	227.37 227.37
02/25/2009	92925	DAKOTA CTY PROPERTY REC	CITY OF INVER GROVE HGTS	101-1100-413.50-25		2/2009 * Total	414.00 414.00
02/25/2009	92926	DAKOTA CTY PROPERTY REC	CITY OF INVER GROVE HGTS	101-2000-415.30-70		2/2009	.56
			CITY OF INVER GROVE HGTS	101-4000-421.30-70		2/2009	46.08
			CITY OF INVER GROVE HGTS	101-4200-423.30-70		2/2009	7.20
			CITY OF INVER GROVE HGTS	101-5100-442.30-70		2/2009 * Total	71.12 124.96
02/25/2009	92929	DELL MARKETING	city grove hgts	101-4000-421.60-40		2/2009 * Total	2,157.58 2,157.58
02/25/2009	92933	EMMERICH, JENNIFER	apa conference	101-3200-419.50-80		2/2009 * Total	100.00 100.00
02/25/2009	92934	EMMONS & OLIVIER RESOUR	city of inver grove hgts	101-5100-442.30-30		2/2009 * Total	720.00 720.00
02/25/2009	92935	FAMOUS DAVE'S	inver grove hgts fd	101-4200-423.30-70		2/2009 * Total	931.47 931.47
02/25/2009	92939	G & K SERVICES	acct 7494701	101-5200-443.60-45		2/2009	105.76
			acct 7494701	101-6000-451.60-45		2/2009 * Total	58.53 164.29
02/25/2009	92941	GEXPRO	reference 250002	101-4200-423.60-65		2/2009 * Total	164.40 164.40
02/25/2009	92942	GLOCK PROFESSIONAL, INC	inver grove hgts	101-4000-421.50-80		2/2009 * Total	150.00 150.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/25/2009	92943	GOVERNMENT TRAINING SER	attende; paul mark	101-3200-419.50-80		2/2009	125.00
						* Total	125.00
02/25/2009	92945	GREEN TOUCH SYSTEMS LLC	acct 48692	101-5200-443.60-16		2/2009	341.87
						* Total	341.87
02/25/2009	92951	HOME DEPOT CREDIT SERVI	acct 6035322502061959	101-5200-443.60-40		2/2009	156.13
						* Total	156.13
02/25/2009	92952	HOME DEPOT CREDIT SERVI	acct6035322502554813	101-4200-423.40-40		2/2009	426.00
						* Total	426.00
02/25/2009	92956	HUNTING, ALIAN	apa conference	101-3200-419.50-80		2/2009	760.00
						* Total	760.00
02/25/2009	92958	IKON OFFICE SOLUTIONS	acct 1452531017392	101-6000-451.40-65		2/2009	29.18
						* Total	29.18
02/25/2009	92959	INTERNATIONAL CODE COUN	cust 0664832	101-3300-419.50-80		2/2009	550.00
			cust 0664832	101-3300-419.50-80		2/2009	550.00
			cust 0664832	101-3300-419.50-80		* Total	1,650.00
02/25/2009	92961	INVER HILLS COMMUNITY C	acct 194221	101-4200-423.50-80		2/2009	195.00
			acct 194221	101-4200-423.50-80		2/2009	195.00
			acct 194221	101-4200-423.50-80		* Total	585.00
02/25/2009	92963	JR'S APPLIANCE DISPOSAL	acct 194221	101-4200-423.30-70		2/2009	25.00
						* Total	25.00
02/25/2009	92964	KAHLER GRAND HOTEL	training	101-4000-421.50-75		2/2009	869.13
						* Total	869.13
02/25/2009	92966	KIRSTIN BARSNESS	inver grove hgts	101-1100-413.30-70		2/2009	1,500.00
						* Total	1,500.00
02/25/2009	92967	KLECKNER, CHARLES	lunches - training	101-4000-421.50-75		2/2009	32.28
						* Total	32.28
02/25/2009	92971	MN CONWAY FIRE & SAFETY	inver grove hgts fd	101-4200-423.40-42		2/2009	147.92
						* Total	147.92
02/25/2009	92972	MN DEPT OF LABOR & INDU	attende; frank martin	101-3300-419.50-80		2/2009	400.00
						* Total	400.00
02/25/2009	92975	MN LIFE INSURANCE CO	policy 0027324	101-0000-203.09-00		2/2009	1,988.83
			policy 0027324	101-1100-413.20-62		2/2009	302.85
			policy 0027324	101-2000-415.20-62		2/2009	93.02
			policy 0027324	101-3000-419.20-62		2/2009	29.24
			policy 0027324	101-3200-419.20-62		2/2009	40.34
			policy 0027324	101-3300-419.20-62		2/2009	69.03
			policy 0027324	101-4000-421.20-62		2/2009	501.49

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/25/2009	92975	MN LIFE INSURANCE CO	policy 0027324	101-4200-423.20-62		2/2009	38.68
			policy 0027324	101-5000-441.20-62		2/2009	22.67
			policy 0027324	101-5100-442.20-62		2/2009	102.67
			policy 0027324	101-5200-443.20-62		2/2009	74.41
			policy 0027324	101-6000-451.20-62		2/2009	91.93
					*	Total	3,355.16
02/25/2009	92979	NEAMEYER, DAVID	safety shoes	101-3300-419.60-45		2/2009	29.50
					*	Total	29.50
02/25/2009	92982	NEXTEL COMMUNICATIONS	acct 634573312 inspection	101-3300-419.50-20		2/2009	790.72
					*	Total	790.72
02/25/2009	92983	NEXTEL COMMUNICATIONS	acct 573073317 vmcc	101-1100-413.50-20		2/2009	198.35
					*	Total	198.35
02/25/2009	92984	NFPA	member judy thill	101-4200-423.50-70		2/2009	150.00
					*	Total	150.00
02/25/2009	92987	PHILLIPS MEDICAL SYSTEMS	acct 94152023	101-4200-423.40-42		2/2009	405.65
			acct 94152023	101-4200-423.40-42		2/2009	510.27
					*	Total	915.92
02/25/2009	92994	S & T OFFICE PRODUCTS	cust s28777	101-5200-443.60-40		2/2009	86.41
			cust s28777	101-5200-443.60-40		2/2009	777.45
			cust s28777	101-5100-442.60-10		2/2009	61.98
			cust s28777	101-3000-419.60-10		2/2009	61.98
			cust s28777	101-5100-442.60-40		2/2009	15.80
			cust s28777	101-1100-413.60-40		2/2009	45.08
			cust s28777	101-3000-419.60-10		2/2009	9.97
			cust s28777	101-5100-442.60-10		2/2009	13.93
			cust s28777	101-5200-443.60-40		2/2009	42.87
					*	Total	1,115.47
02/25/2009	92995	SA-AG INC	city of inver grove hgts	101-5200-443.60-16		2/2009	111.37
					*	Total	111.37
02/25/2009	92997	SHERWIN-WILLIAMS	cust-668254535	101-4200-423.40-40		2/2009	63.69
					*	Total	63.69
02/25/2009	92998	SMITH-THILL, JUDY	leadership class	101-4200-423.30-70		2/2009	1,274.19
			food - structure fire	101-4200-423.50-75		2/2009	208.84
					*	Total	1,483.03
02/25/2009	92999	SOUTH RIVER HEATING & C	inver grove hgts	101-4200-423.40-40		2/2009	375.60
					*	Total	375.60
02/25/2009	93003	ST PAUL STAMP WORKS INC	cust inver002	101-1100-413.50-30		2/2009	188.37
					*	Total	188.37
02/25/2009	93005	STATE OF MN - DEPT. OF	cust 1298	101-5200-443.40-46		2/2009	81.56
					*	Total	81.56

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/YEAR	AMOUNT
02/25/2009	93008	T MOBILE	acct 494910368	101-5100-442.50-20		2/2009 * Total	49.99 49.99
02/25/2009	93011	TIMESAVER OFF SITE SECR	city of inver grove	101-1100-413.30-70		2/2009 * Total	184.50 184.50
02/25/2009	93017	UNITED RENTALS (NORTH A	cust 9500891	101-4200-423.40-42		2/2009 * Total	184.15 184.15
02/25/2009	93018	UNITED WAY	inver grove hghts	101-0000-203.13-00		2/2009 * Total	188.00 188.00
02/25/2009	93019	US POSTMASTER	city of inver grove hghts	101-1100-413.50-32		2/2009 * Total	1,986.50 1,986.50
02/25/2009	93028	XCEL ENERGY	acct 5164318574 acct 5164318574	101-4200-423.40-10 101-4200-423.40-20		2/2009 2/2009 * Total	4,679.94 938.63 5,618.57
02/25/2009	93031	10,000 LAKES CHAPTER	mike andrejka	101-3300-419.50-80		2/2009 * Total	175.00 175.00
03/04/2009	93033	ACE PAINT & HARDWARE	cust 1126 cust 1126 cust 1126	101-4200-423.60-65 101-4200-423.60-65 101-4000-421.60-65		3/2009 3/2009 3/2009 * Total	10.20 6.91 18.71 35.82
03/04/2009	93038	BUREAU OF CRIMINAL APPR	city of inver grove hghts	101-4000-421.50-80		3/2009 * Total	250.00 250.00
03/04/2009	93045	DAKOTA COMMUNICATIONS C	city of inver grove hghts city of inver grove hghts	101-4000-421.70-30 101-4200-423.70-50		3/2009 3/2009 * Total	24,556.00 12,278.00 36,834.00
03/04/2009	93056	G & K SERVICES	cust 74947 streets cust 74947 streets	101-5200-443.60-45 101-6000-451.60-45		3/2009 3/2009 * Total	44.84 104.57 149.41
03/04/2009	93057	GOVERNMENT TRAINING SER	attende; mike schaeffer	101-3200-419.50-80		3/2009 * Total	125.00 125.00
03/04/2009	93058	GRAINGER	cust 806460150	101-5200-443.60-16		3/2009 * Total	45.88 45.88
03/04/2009	93062	HILLYARD INC	cust 274086 cust 274087	101-4200-423.60-11 101-4200-423.60-11		3/2009 3/2009 * Total	407.56 248.14 655.70
03/04/2009	93064	INVER GROVE FORD	acct 94917	101-4000-421.70-30		3/2009 * Total	266.88 266.88
03/04/2009	93065	INVERCITY PRINTING INC	city of inver grove hghts	101-1100-413.50-30		3/2009 * Total	143.99 143.99

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/04/2009	93068	KAHLER GRAND HOTEL	city of inver grove hghts	101-4000-421.50-65		3/2009 * Total	25.68 25.68
03/04/2009	93073	KTEE SAFETY GEAR INC	CITY OF INVER GROVE HGT5	101-5200-443.60-45		3/2009 * Total	420.25 420.25
03/04/2009	93076	LEXISNEXIS	acctt 1369635	101-4000-421.50-20		3/2009 * Total	30.00 30.00
03/04/2009	93077	LOCAL GOVERNMENT INFORM	city of inver grove hghts	101-4000-421.70-30		3/2009 * Total	3,780.00 6,381.00 10,161.00
03/04/2009	93080	MN DEPT OF LABOR & INDU	attende; frank martin	101-3300-419.50-80		3/2009 * Total	50.00 50.00
03/04/2009	93081	MN LAW ENFORCEMENT EXP	city of inver grove pd	101-4000-421.70-60		3/2009 * Total	490.00 490.00
03/04/2009	93082	MN NCPERS LIFE INSURANC	city of inver grove hghts	101-0000-203.16-00		3/2009 * Total	336.00 336.00
03/04/2009	93084	MSFCA - MN CHAPTER	attende; chris tewalt	101-4200-423.50-80		3/2009 * Total	150.00 150.00
03/04/2009	93087	NEWMAN TRAFFIC SIGNS IN	CITY OF INVER GROVE HGT5	101-5200-443.60-16		3/2009 * Total	4,034.27 4,034.27
03/04/2009	93088	NEXTEL COMMUNICATIONS	acct 266183728 fire	101-4200-423.50-20		3/2009 * Total	391.24 391.24
03/04/2009	93089	NEXTEL COMMUNICATIONS	acct 249383315 streets	101-5200-443.50-20		3/2009 * Total	244.35 244.35
03/04/2009	93099	RICERWORKS CONSULTING	city of inver grove hghts	101-1100-413.50-80	0811	3/2009 * Total	425.00 425.00
03/04/2009	93100	RIVER HEIGHTS CHAMBER O	acct 2143	101-1100-413.50-75		3/2009 * Total	80.00 80.00
03/04/2009	93101	SAM'S CLUB	ACCT 7715090061845624	101-5200-443.60-16		3/2009 * Total	35.00 35.00
03/04/2009	93102	SAM'S CLUB	acct 7715090401334891	101-4200-423.60-11		3/2009 * Total	27.71 51.51 79.22
03/04/2009	93103	SCHADEGG, JEFFREY	strobe xp scanner	101-4200-423.60-65		3/2009 * Total	349.99 349.99
03/04/2009	93110	SMITH-THILL, JUDY	leadership class	101-4200-423.30-70		3/2009 * Total	362.50 362.50

City of Inver Grove Heights
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/04/2009	93111	SOUTH METRO SPORTS	city of inver grove htgs	101-5200-443.60-45		3/2009 * Total	403.00 403.00
03/04/2009	93112	SPRINT	acct 641378810 fire	101-4200-423.50-20		3/2009 * Total	40.99 40.99
03/04/2009	93114	STRAIGHT RIVER MEDIA	city of inver grove htgs	101-1100-413.50-32		3/2009 * Total	900.00 900.00
03/04/2009	93115	STREICHER'S	cust 285	101-4000-421.60-40		3/2009 * Total	423.80 423.80
03/04/2009	93116	TDS METROCOM	acct 6515540132	101-4000-421.50-20		3/2009	129.82
			acct 6515540132	101-4200-423.50-20		3/2009	183.21
			acct 6515540132	101-6000-451.50-20		3/2009 * Total	44.12 357.15
03/04/2009	93117	TERRI KENISON	city of inver grove fd	101-4200-423.40-40		3/2009 * Total	905.25 905.25
03/04/2009	93122	URS CORPORATION	city of inver grove htgs	101-5100-442.30-30		3/2009 * Total	42.88 42.88
03/04/2009	93126	WAL-MART BUSINESS	acct 6032202530257113 pd	101-4000-421.60-65		3/2009 * Total	449.28 449.28
03/04/2009	93127	WHOLESALE FITNESS INC	inver grove htgs fd	101-4200-423.40-42		3/2009 * Total	239.12 239.12
03/04/2009	93051	ENSEMBLE CREATIVE & MAR	city of inver grove htgs	201-1600-465.50-25	** Fund Total	3/2009 * Total	90,906.42 1,500.00 1,500.00
03/04/2009	93120	TWIN CITIES TOURISM	city of inver grove htgs	201-1600-465.50-80		3/2009 * Total	18.00 18.00
03/04/2009	93053	FEDERAL SIGNAL CORPORAT	city of inver grove htgs	401-4000-421.80-80	** Fund Total	3/2009 * Total	1,518.00 13,545.95 13,545.95
02/25/2009	92927	DAKOTA CTY TREASURER	city of inver grove htgs	421-5912-721.80-30	0112	2/2009 * Total	14,341.25 14,341.25
03/04/2009	93044	DAHNS CONSTRUCTION	south sanitary sewer	423-5903-723.80-30	0303	3/2009 * Total	14,341.25 14,341.25
03/04/2009	93052	EVERGREEN LAND SERVICES	inver grove htgs	423-5903-723.80-10	0303	3/2009	200.00

City of Inver Grove Heights
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	200.00
02/25/2009	92927	DAKOTA CITY TREASURER	city of inver grove hghts	425-5902-725.30-30	** Fund Total	2 Checks	93,084.67
						* Total	3,133.89
02/25/2009	92934	EMMONS & OLIVIER RESOUR	city of inver grove hghts	425-5907-725.30-70	0502	2/2009	3,133.89
						* Total	71.25
03/04/2009	93094	PROSOURCE TECHNOLOGIES,	city of inver grove hghts	425-5906-725.30-70	0507	2/2009	12,886.07
						* Total	12,957.32
02/25/2009	92991	REED BUSINESS INFORMATI	cust 821155	428-5911-728.50-25	** Fund Total	3 Checks	16,685.96
						* Total	273.06
03/04/2009	93070	KIMLEY-HORN & ASSOCIATE	city of inver grove hghts	428-5910-728.30-30	0811	2/2009	273.06
						* Total	6,230.50
03/04/2009	93096	REED BUSINESS INFORMATI	cust 821155	428-5911-728.30-30	0811	3/2009	14,674.30
						* Total	20,904.80
03/04/2009	93113	STEVENS ENGINEERS INC	city of inver grove	428-5906-728.30-30	0806	3/2009	273.06
						* Total	273.06
02/25/2009	92934	EMMONS & OLIVIER RESOUR	city of inver grove hghts	429-5901-729.30-30	** Fund Total	4 Checks	22,026.89
						* Total	2,451.00
02/25/2009	93007	STONEBROOKE ENGINEERING	city of inver grove	429-5901-729.30-30	0901	2/2009	2,451.00
						* Total	56,901.89
02/25/2009	93025	WSB & ASSOCIATES, INC.	city of inver grove hghts	429-5911-729.30-30	0911	2/2009	56,901.89
						* Total	5,603.50
02/25/2009	92923	COPY RIGHT	city of inver grove hghts	440-5900-740.50-30	0901	2/2009	1,378.00
						* Total	6,981.50
03/04/2009	93070	KIMLEY-HORN & ASSOCIATE	city of inver grove hghts	440-5900-740.30-30	** Fund Total	3 Checks	66,334.39
						* Total	192.36
02/25/2009	93000	SOUTH ST PAUL, CITY OF	acct 7189	441-0000-207.08-00	0909D	2/2009	192.36
						* Total	32,416.14
02/25/2009	93000	SOUTH ST PAUL, CITY OF	acct 7189	441-0000-207.08-00	0809D	3/2009	32,416.14
						* Total	32,608.50
						* Total	40.50
						* Total	40.50

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
1 Checks							40.50
02/25/2009	92934	EMMONS & OLLIVIER RESOUR	city of inver grove hgts	446-5905-746.30-30	0705	2/2009 * Total	60.00 60.00
03/04/2009	93107	SHEEHY CONSTRUCTION COM	nw utility improvements correction error	446-5915-746.80-30 446-5915-746.80-30	0315A 0315A	3/2009 3/2009 * Total	97,327.50 97,328.80 97,328.30
2 Checks							97,388.30
02/25/2009	92908	ACE PAINT & HARDWARE	cust 1126	501-7100-512.60-16		2/2009 * Total	82.94 82.94
02/25/2009	92931	EMBROIDME.COM	city of inver grove hgts	501-7100-512.60-45		2/2009 * Total	364.02 364.02
02/25/2009	92939	G & K SERVICES	acct 7494701	501-7100-512.60-45		2/2009 * Total	25.77 25.77
02/25/2009	92947	HD SUPPLY WATERWORKS LT	acct 99872 acct 99872	501-7100-512.40-43 501-7100-512.75-50		2/2009 2/2009 * Total	1,437.75 1,050.45 2,488.20
02/25/2009	92950	HOME DEPOT CREDIT SERVI	acct 6035322502691268	501-7100-512.60-16		2/2009 * Total	80.07 80.07
02/25/2009	92975	MN LIFE INSURANCE CO	policy 0027324	501-7100-512.20-62		2/2009 * Total	69.55 69.55
02/25/2009	92997	SHERWIN-WILLIAMS	cust 668254535	501-7100-512.40-40		2/2009 * Total	39.99 39.99
02/25/2009	93000	SOUTH ST PAUL, CITY OF	acct 7189	501-7100-512.40-05		2/2009 * Total	174.45 174.45
02/25/2009	93001	SPRINT	cust 842483314 water	501-7100-512.50-20		2/2009 * Total	269.89 269.89
02/25/2009	93013	TKDA	city of inver grove hgts	501-7100-512.30-70		2/2009 * Total	1,269.04 1,269.04
02/25/2009	93014	TOTAL CONSTRUCTION & EQ	city of inver grove hgts	501-7100-512.80-80		2/2009 * Total	2,815.00 2,815.00
02/25/2009	93026	XCEL ENERGY	cust 5160987097	501-7100-512.40-20		2/2009 * Total	3,266.30 3,266.30
02/25/2009	93027	XCEL ENERGY	cust 5160987097 cust 5160987097	501-7100-512.40-10 501-7100-512.40-20		2/2009 2/2009 * Total	2,952.42 5,089.11 8,041.53
03/04/2009	93033	ACE PAINT & HARDWARE	cust 1126	501-7100-512.60-16		3/2009	14.90

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 City of Inver Grove Heights
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/04/2009	93033	ACE PAINT & HARDWARE	cust 1126	501-7100-512.60-16		3/2009 * Total	32.01 46.91
03/04/2009	93056	G & K SERVICES	cust 74947 streets	501-7100-512.60-45		3/2009 * Total	25.77 25.77
03/04/2009	93059	GRAYBAR	cust 101705	501-7100-512.40-40		3/2009	14.53
			cust 101705	501-7100-512.40-40		3/2009	15.83
			cust 101705	501-7100-512.40-40		3/2009	85.54
						* Total	115.90
03/04/2009	93092	PLANT & FLANGED EQUIPME	cust inv5000	501-7100-512.40-43		3/2009 * Total	521.15 521.15
03/04/2009	93116	TDS METROCOM	acct 6515540132	501-7100-512.50-20		3/2009 * Total	266.91 266.91
03/04/2009	93125	VIKING INDUSTRIAL CENTE	city of inver grove hqts	501-7100-512.40-40		3/2009 * Total	723.08 723.08
						** Fund Total	20,686.47
02/25/2009	92916	CENTERSTONE TITLE LLC	REQUESTED CREDIT REFUND	502-0000-116.00-00		2/2009 * Total	54.97 54.97
02/25/2009	92924	DAKOTA COUNTY CDA	REQUESTED CREDIT REFUND	502-0000-116.00-00		2/2009 * Total	20.42 20.42
02/25/2009	92936	FIRST FINANCIAL TITLE A	REQUESTED CREDIT REFUND	502-0000-116.00-00		2/2009 * Total	66.99 66.99
02/25/2009	92937	FLEXIBLE PIPE TOOL COMP	city of inver grove hqts	502-7200-514.60-16		2/2009 * Total	92.46 92.46
02/25/2009	92939	G & K SERVICES	acct 7494701	502-7200-514.60-45		2/2009 * Total	11.04 11.04
02/25/2009	92946	GREENPOINT MORTGAGE COR	REQUESTED CREDIT REFUND	502-0000-116.00-00		2/2009 * Total	23.64 23.64
02/25/2009	92969	MACQUEEN EQUIPMENT INC	city of inver grove hqts	502-7200-514.50-80		2/2009 * Total	375.00 375.00
02/25/2009	92975	MN LIFE INSURANCE CO	policy 0027324	502-7200-514.20-62		2/2009 * Total	41.24 41.24
02/25/2009	92976	MORTGAGE ELECTRONIC REG	REQUESTED CREDIT REFUND	502-0000-116.00-00		2/2009 * Total	23.46 23.46
02/25/2009	93000	SOUTH ST PAUL, CITY OF	acct 7189	502-7200-514.40-15		2/2009 * Total	385.02 385.02
02/25/2009	93027	XCEL ENERGY	cust 5160987097	502-7200-514.40-20		2/2009	203.75

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/04/2009	93039	CANNON ELECTRIC MOTOR	city of inver grove hqts	502-7200-514.40-42		* Total	203.75
						* 3/2009	469.11
						* Total	469.11
03/04/2009	93046	DAYLIDA, SHELLEY	REQUESTED CREDIT REFUND	502-0000-116.00-00		* Total	76.94
						* 2/2009	76.94
						* Total	11.04
03/04/2009	93056	G & K SERVICES	cust 74947 streets	502-7200-514.60-45		* 3/2009	11.04
						* Total	560.00
03/04/2009	93083	MN POLLUTION CONTROL AG	attende; dan helling	502-7200-514.50-80		* 3/2009	560.00
						* Total	560.00
				15 Checks	** Fund Total		2,415.08
02/25/2009	92908	ACE PAINT & HARDWARE	cust 1126	503-8600-527.40-42		* 2/2009	19.13
						* Total	19.13
02/25/2009	92938	FOOTJOY	acct 83632243062177	503-8200-523.76-20		* 2/2009	347.76
						* Total	347.76
02/25/2009	92975	MN LIFE INSURANCE CO	policy 0027324	503-8000-521.20-62		* 2/2009	10.73
			policy 0027324	503-8500-526.20-62		* 2/2009	16.10
			policy 0027324	503-8600-527.20-62		* 2/2009	41.82
						* Total	68.65
02/25/2009	92994	S & T OFFICE PRODUCTS	cust s28777	503-8500-526.60-10		* 2/2009	28.88
						* Total	28.88
02/25/2009	93006	STATE OF MN-DEPT OF PUB	erc 190710048 inverwood	503-8600-527.50-70		* 2/2009	25.00
						* Total	25.00
02/25/2009	93010	TDS METROCOM	acct 6514573667	503-8500-526.50-20		* 2/2009	278.72
						* Total	278.72
02/25/2009	93012	TITLEIST	83631243062177	503-8200-523.76-45		* 2/2009	114.84
						* Total	114.84
02/25/2009	93029	XCEL ENERGY	acct 5158775121	503-8600-527.40-20		* 2/2009	57.08
						* Total	57.08
03/04/2009	93033	ACE PAINT & HARDWARE	cust 1126	503-8600-527.60-12		* 3/2009	15.98
						* Total	15.98
03/04/2009	93047	DEX MEDIA EAST	acct 110360619	503-8500-526.50-25		* 3/2009	73.50
						* Total	73.50
03/04/2009	93048	EHLERS AND ASSOCIATES,	inver grove hqts	503-8500-526.30-42		* 3/2009	1,408.75
						* Total	1,408.75
03/04/2009	93055	G & K SERVICES	cust 0157401	503-8600-527.60-45		* 3/2009	78.49
						* Total	78.49

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03/04/2009	93058	GRAINGER	cust 855256939	503-8600-527.40-40		* 3/2009 * Total	160.28 160.28
03/04/2009	93069	KIMBALL MIDWEST	acct 2220007	503-8600-527.40-42		* 3/2009 * Total	75.24 75.24
03/04/2009	93074	LAWSON PRODUCTS, INC.	acct 029554785523	503-8600-527.40-42		* 3/2009 * Total	139.15 139.15
03/04/2009	93078	MENARDS - WEST ST. PAUL	acct 30170265	503-8600-527.40-42		* 3/2009 * Total	22.47 22.47
03/04/2009	93090	NIKE USA, INC.	cust 79282 cust 79282 cust 79282 cust 79282	503-8200-523.76-20 503-8200-523.76-25 503-8200-523.76-20 503-8200-523.76-20		* 3/2009 * Total	1,647.23 1,182.67 1,750.83 3,182.04 7,762.77
03/04/2009	93106	SDI	cust inv110	503-8200-523.76-20		* 3/2009 * Total	377.77 377.77
03/04/2009	93118	TOUR EDGE GOLF MFG., IN	ACCT 0007170001	503-8200-523.76-25		* 3/2009 * Total	976.39 976.39
03/04/2009	93124	VERIZON WIRELESS	ACCT 480568913	503-8500-526.50-20		* 3/2009 * Total	8.34 8.34
03/04/2009	93128	XCEL ENERGY	ACCT 5158775110	503-8600-527.40-20		* 3/2009 * Total	9.26 9.26
02/25/2009	92917	CHAMPIONSHIP PRODUCTS	cust igh parks & rec	504-6100-452.60-45		** Fund Total * 2/2009 * Total	12,048.45 14.30 14.30
02/25/2009	92940	GAMBLAIN SAMUEL	inver grove hghts	504-6100-452.10-30		* 2/2009 * Total	58.89 58.89
02/25/2009	92958	IKON OFFICE SOLUTIONS	acct 1452531017392	504-6100-452.40-65		* 2/2009 * Total	262.63 262.63
02/25/2009	92975	MN LIFE INSURANCE CO	policy 0027324	504-6100-452.20-62		* 2/2009 * Total	68.78 68.78
02/25/2009	92978	NANCY'S CRAFT CAPERS LL	city of inver grove city of inver grove	504-6100-452.30-70 504-6100-452.60-09		* 2/2009 * Total	30.00 10.00 40.00
02/25/2009	92981	NEXTEL COMMUNICATIONS	acct 302193319 vmcc	504-6100-452.50-20		* 2/2009 * Total	84.27 84.27
02/25/2009	92986	OFFICE DEPOT	acct 601156851008883 vmcc acct 601156851008883 vmcc	504-6100-452.60-09 504-6100-452.60-10		* 2/2009 * Total	6.34 6.35

City of Inver Grove Heights
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/25/2009	93009	TARGET BANK	acct 9370	504-6100-452.60-09	R20120	* Total	12.69
						2/2009	91.64
						* Total	91.64
02/25/2009	93020	US POSTMASTER	park & rec	504-6100-452.50-35	R90100	* Total	1,077.27
						2/2009	1,077.27
						* Total	8.84
02/25/2009	93022	VANDEHOEF, AL	balloons	504-6100-452.60-09	R30600	* Total	8.84
02/25/2009	93030	ZOFF, DENNIS	adult broomball winner	504-6100-452.60-09	R55000	* Total	75.00
						2/2009	75.00
						* Total	173.00
03/04/2009	93036	BG CONSULTING	city of inver grove hqts	504-6100-452.50-80	R90100	* Total	173.00
03/04/2009	93063	IKON OFFICE SOLUTIONS	cust 3281870	504-6100-452.40-44	R90100	* Total	396.90
						3/2009	396.90
						* Total	10.00
03/04/2009	93071	KRECH, JENNIFER	program canceled	504-0000-347.00-00	R40600	* Total	10.00
						3/2009	10.00
						* Total	2,374.21
			14 Checks	** Fund Total			
02/25/2009	92908	ACE PAINT & HARDWARE	cust 1126	505-6200-453.60-16	C21000	* Total	24.57
						2/2009	24.57
						* Total	54.26
02/25/2009	92910	AL'S COFFEE COMPANY	cust 2269	505-6200-453.60-65	C30100	* Total	54.26
			cust 2269	505-6200-453.76-10	C30100	* Total	259.25
						2/2009	313.51
						* Total	402.50
02/25/2009	92917	CHAMPIONSHIP PRODUCTS	cust veterans memorial	505-6200-453.60-45	C70000	* Total	402.50
02/25/2009	92920	COCA COLA BOTTLING COMP	acct 3291552	505-6200-453.60-65	C30200	* Total	42.00
			acct 3291552	505-6200-453.76-10	C30200	* Total	261.69
			acct 3291554	505-6200-453.60-65	C30100	* Total	108.00
			acct 3291554	505-6200-453.76-10	C30100	* Total	594.35
			acct 3291554	505-6200-453.76-10	C30100	* Total	637.00
						2/2009	1,643.04
						* Total	178.64
02/25/2009	92921	COMCAST	cust 8772105910127188	505-6200-453.50-70	C10000	* Total	178.64
02/25/2009	92928	DAKOTA GLASS & GLAZING	veterans memorial	505-6200-453.40-40	C25000	* Total	1,105.00
02/25/2009	92930	ELROY'S ELECTRIC SERVIC	city of inver grove hqts	505-6200-453.40-42	C21000	* Total	1,105.00
02/25/2009	92944	GRAINGER	acct 806460150	505-6200-453.60-16	C21000	* Total	18.31
			acct 806460150	505-6200-453.60-16	C21000	* Total	18.31
						2/2009	27.84
						2/2009	13.92

City of Inver Grove Heights
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/25/2009	92949	HILLYARD INC	acct 267670	505-6200-453.60-11	C25000	2/2009	43.10
			acct 267670	505-6200-453.60-11	C21000	2/2009	752.58
			acct 267670	505-6200-453.60-11	C25000	2/2009	160.60
					* Total		635.08
02/25/2009	92954	HSBC BUSINESS SOLUTIONS	acct 7737430900083159	505-6200-453.60-40	C15000	2/2009	14.49
					* Total		14.49
02/25/2009	92955	HUEBSCH SERVICES	acct 92965	505-6200-453.40-40	C25000	2/2009	105.20
					* Total		105.20
02/25/2009	92957	IDEARC MEDIA CORP	acct 390001924527	505-6200-453.50-25	C91000	2/2009	117.00
					* Total		117.00
02/25/2009	92958	IKON OFFICE SOLUTIONS	acct 1452531017392	505-6200-453.40-65	C10000	2/2009	437.71
					* Total		437.71
02/25/2009	92962	JD LETTERING & SPORTSWE	the grove comm ctr	505-6200-453.60-45	C70000	2/2009	160.13
					* Total		160.13
02/25/2009	92970	MILLS, THUONG	craft fair fee	505-0000-352.25-00	C15500	2/2009	50.00
					* Total		50.00
02/25/2009	92975	MN LIFE INSURANCE CO	policy 0027324	505-6200-453.20-62	C70000	2/2009	132.08
					* Total		132.08
02/25/2009	92977	MSHSL - REGION 3AA	city of inver grove hgts	505-0000-352.22-00	C17500	2/2009	3,631.00
					* Total		3,631.00
02/25/2009	92983	NEXTEL COMMUNICATIONS	acct 573073317 vmcc	505-6200-453.50-20	C25000	2/2009	266.09
					* Total		266.09
02/25/2009	92986	OFFICE DEPOT	acct 601156851008883 vmcc	505-6200-453.60-65	C40000	2/2009	8.82
					* Total		8.82
02/25/2009	92989	PUSH PEDAL PULL	inver grove hgts	505-6200-453.60-40	C70000	2/2009	227.43
					* Total		227.43
02/25/2009	92990	R & R SPECIALTIES OF WI	acct ighvet	505-6200-453.40-42	C21000	2/2009	50.00
					* Total		50.00
02/25/2009	93002	SPRUNG SERVICES	inver grove hgts	505-6200-453.40-40	C25000	2/2009	555.23
					* Total		555.23
02/25/2009	93020	US POSTMASTER	park & rec	505-6200-453.50-35	C95000	2/2009	1,077.27
					* Total		1,077.27
02/25/2009	93024	VISTAR CORPORATION	acct 10130236	505-6200-453.60-65	C30100	2/2009	28.48
			acct 10130236	505-6200-453.76-05	C30100	2/2009	987.08
			acct 10095779	505-6200-453.76-05	C30200	2/2009	443.70
			acct 10130236	505-6200-453.60-65	C30100	2/2009	14.24

City of Inver Grove Heights
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/25/2009	93024	VISTAR CORPORATION	acct 10130236 acct 10095779	505-6200-453.76-05 505-6200-453.76-05	C30100 C30200	2/2009 2/2009 * Total	705.16 115.96 2,294.62
03/04/2009	93036	BG CONSULTING	city of inver grove hgts	505-6200-453.50-80	C10000	3/2009 * Total	259.50 259.50
03/04/2009	93037	BUELOW AND ASSOCIATES I	city of inver grove hgts	505-6200-453.30-20	C21000	3/2009 * Total	1,558.19 1,558.19
03/04/2009	93043	CRARY, AMY	mileage monthly fee class materials food for health fair	505-6200-453.50-65 505-6200-453.50-70 505-6200-453.60-18 505-6200-453.60-65	C70000 C70000 C70000 C15500	3/2009 3/2009 3/2009 3/2009 * Total	93.20 30.00 45.00 14.14 182.34
03/04/2009	93049	ELECTRONIC COMM. SYSTEM	city of inver grove hgts	505-6200-453.40-40	C25000	3/2009 * Total	222.00 222.00
03/04/2009	93054	FITNESS FIRST	cust 8167	505-6200-453.60-40	C70000	3/2009 * Total	300.80 300.80
03/04/2009	93058	GRAINGER	acct 806460150 acct 806460150	505-6200-453.60-16 505-6200-453.60-40	C21000 C25000	3/2009 3/2009 * Total	57.89 288.85 346.74
03/04/2009	93060	HALLGREN, ROY	bcbs credit	505-0000-352.01-00	C10100	3/2009 * Total	20.00 20.00
03/04/2009	93063	IKON OFFICE SOLUTIONS	cust 3281870	505-6200-453.40-44	C10000	3/2009 * Total	926.10 926.10
03/04/2009	93066	JOHNSON CONTROLS	acct 1295202	505-6200-453.40-40	C25000	3/2009 * Total	5,863.58 5,863.58
03/04/2009	93067	JR'S APPLIANCE DISPOSAL	city of inver grove hgts	505-6200-453.40-25	C25000	3/2009 * Total	143.00 143.00
03/04/2009	93079	MERCURY TECHNOLOGIES OF	cust cityigh	505-6200-453.40-25	C25000	3/2009 * Total	532.73 532.73
03/04/2009	93085	MSHSL REGION 4A	boys play offs	505-0000-352.22-00	C17500	3/2009 * Total	641.00 641.00
03/04/2009	93095	R & R SPECIALTIES OF WI	cust ighvet	505-6200-453.40-42	C21000	3/2009 * Total	50.00 50.00
03/04/2009	93098	RICE SOUND & SERVICE IN	veterans memorial	505-6200-453.40-42	C70000	3/2009 * Total	231.65 231.65
03/04/2009	93104	SCHINDLER ELEVATOR CORP	cust 1077364	505-6200-453.40-40	C25000	3/2009 * Total	222.48 222.48

City of Inver Grove Heights
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/04/2009	93116	TDS METROCOM	acct 6515540132	505-6200-453.50-20	C10000	3/2009 * Total	134.55 134.55
03/04/2009	93123	VELLEK, CINDY	class canceled	505-0000-352.35-00	C71000	3/2009 * Total	45.00 45.00
03/04/2009	93129	ZHAIVORNOK, ALYA	MILEAGE	505-6200-453.50-65	C30300	3/2009 * Total	22.44 22.44
02/25/2009	92975	MN LIFE INSURANCE CO	policy 0027324	602-2100-415.20-62	** Fund Total	2/2009 * Total	25,191.58 2.07 2.07
03/04/2009	93075	LEAGUE OF MN CITIES INS	inver grove hghts city of inver grove hghts	602-2100-415.70-20 602-2100-415.50-09		3/2009 * Total	4,855.88 53,832.50 58,688.38
02/25/2009	92913	ASPEN EQUIPMENT	acct 26317	603-5300-444.40-41	** Fund Total	2/2009 * Total	58,690.45 69.61 69.61
02/25/2009	92914	BOYER TRUCKS - PARTS DI	cust C20390 cust C20390	603-5300-444.40-41 603-5300-444.40-41		2/2009 * Total	49.11 39.19 88.30
02/25/2009	92915	CARQUEST OF ROSEMOUNT	acct 614420 acct 614420 acct 614420 acct 614420 acct 614420 acct 614420 acct 614420	603-5300-444.40-41 603-5300-444.40-41 603-5300-444.40-41 603-5300-444.40-41 603-5300-444.40-41 603-5300-444.40-41 603-0000-145.50-00 603-5300-444.40-41		2/2009 * Total	2.24 23.89 13.81 16.51 6.07 13.81 59.24 37.25 133.06
02/25/2009	92932	EMERGENCY AUTOMOTIVE TE	city grove hghts city grove hghts	603-5300-444.40-41 603-5300-444.40-41		2/2009 * Total	599.98 131.18 731.16
02/25/2009	92939	G & K SERVICES	acct 7494701 acct 7494701	603-5300-444.40-65 603-5300-444.60-45		2/2009 * Total	99.35 40.62 139.97
02/25/2009	92953	HOSE / CONVEYORS INC	acct 1459	603-5300-444.40-41		2/2009 * Total	25.12 25.12
02/25/2009	92960	INVER GROVE FORD	city of inver grove city of inver grove city of inver grove city of inver grove	603-5300-444.40-41 603-5300-444.40-41 603-5300-444.40-41 603-5300-444.40-41		2/2009 * Total	52.61 15.18 15.19 73.12 125.72

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/25/2009	92965	KIMBALL MIDWEST	acct 222006	603-0000-145.50-00		2/2009	45.88
			acct 222006	603-5300-444.60-12		2/2009	597.82
			acct 222006	603-5300-444.60-40		2/2009	109.43
			acct 222006	603-5300-444.60-12		2/2009	150.65
					*	Total	903.78
02/25/2009	92968	LITTLE FALLS MACHINE IN	inver grove hgts	603-5300-444.40-41		2/2009	105.69
					*	Total	105.69
02/25/2009	92975	MN LIFE INSURANCE CO	policy 0027324	603-5300-444.20-62		2/2009	22.25
					*	Total	22.25
02/25/2009	92992	REED'S SALES & SERVICE	inver grove hgts	603-5300-444.40-41		2/2009	151.50
					*	Total	151.50
02/25/2009	92996	SHEL'S AUTO ELECTRIC	city of inver grove hgts	603-5300-444.40-41		2/2009	1,171.50
			inver grove hgts	603-5300-444.40-41		2/2009	142.40
					*	Total	1,313.90
02/25/2009	92997	SHERWIN-WILLIAMS	acct 668254535	603-5300-444.40-40		2/2009	41.33
			acct 668254535	603-5300-444.40-40		2/2009	14.87
					*	Total	56.20
02/25/2009	93004	ST. JOSEPH EQUIPMENT, I	acct 865	603-5300-444.40-41		2/2009	654.38
					*	Total	654.38
02/25/2009	93015	TOWMASTER TRAILERS INC	acct 2946	603-5300-444.40-41		2/2009	66.77
					*	Total	66.77
02/25/2009	93016	UNITED PARCEL SERVICE	cust v4650v	603-5300-444.40-42		2/2009	18.13
					*	Total	18.13
02/26/2009	93032	INVER GROVE LICENSE CEN	city of inver grove hgts	603-5300-444.80-70		2/2009	1,111.85
					*	Total	1,111.85
03/04/2009	93034	ADVANCED GRAPHIX, INC.	inver grove hgts pd	603-5300-444.40-41		3/2009	59.73
					*	Total	59.73
03/04/2009	93041	CARQUEST OF ROSEMOUNT	acct 614420	603-0000-145.50-00		3/2009	43.38-
			acct 614420	603-0000-145.50-00		3/2009	21.17
			acct 614420	603-5300-444.40-41		3/2009	111.09
			acct 614420	603-5300-444.60-40		3/2009	4.76
			acct 614420	603-5300-444.60-40		3/2009	4.76
			acct 614420	603-5300-444.40-41		3/2009	124.54
			cust 614420	603-0000-145.50-00		3/2009	36.30
			cust 614420	603-5300-444.40-41		3/2009	284.73
			cust 614420	603-0000-145.50-00		3/2009	96.36
			acct 614420	603-5300-444.40-41		3/2009	268.38-
			cust 614420	603-0000-145.50-00		3/2009	23.37
			cust 614420	603-0000-145.50-00		3/2009	85.71
			cust 614420	603-5300-444.40-41		3/2009	10.65
			acct 614420	603-5300-444.40-41		3/2009	10.65-
					*	Total	481.03

City of Inver Grove Heights
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/04/2009	93050	ELK RIVER FORD, INC.	inver grove hgts	603-5300-444.80-70		3/2009 * Total	16,587.00 16,587.00
03/04/2009	93056	G & K SERVICES	cust 74947 streets	603-5300-444.40-65		3/2009	98.76
			cust 74947 streets	603-5300-444.60-45		3/2009 * Total	40.61 139.37
03/04/2009	93061	HARTLAND FUEL PRODUCTS	city of inver grove hgts	603-0000-145.60-00		3/2009 * Total	14,885.66 14,885.66
03/04/2009	93062	HILLYARD INC	cust 274085	603-5300-444.40-40		3/2009 * Total	248.14 248.14
03/04/2009	93064	INVER GROVE FORD	city of inver grove hgts	603-5300-444.40-41		3/2009 * Total	45.24 45.24
03/04/2009	93072	KREMER SPRING & ALIGNME	cust city15	603-5300-444.40-40		3/2009 * Total	2,864.85 2,864.85
03/04/2009	93078	MENARDS - WEST ST. PAUL	cust 30170270	603-5300-444.40-40		3/2009 * Total	31.89 31.89
03/04/2009	93086	MUNICIPAL/COMMERCIAL SE	city of inver grove hgts	603-5300-444.40-40		3/2009 * Total	400.00 400.00
03/04/2009	93089	NEXTEL COMMUNICATIONS	acct 249383315 streets	603-5300-444.50-20		3/2009 * Total	122.18 122.18
03/04/2009	93093	POMP'S TIRE SERVICE, IN	cust 4502557	603-0000-145.50-00		3/2009 * Total	809.40 809.40
03/04/2009	93097	REGIONS INTERSTATE BILL	cust 14649	603-5300-444.40-41		3/2009 * Total	31.12 31.12
03/04/2009	93108	SHEL'S AUTO ELECTRIC	city of inver grove hgts	603-5300-444.40-41		3/2009 * Total	187.10 187.10
03/04/2009	93109	SHERWIN-WILLIAMS	acc 668254535	603-5300-444.40-40		3/2009	91.00
			acc 668254535	603-5300-444.40-40		3/2009	124.00
			ACCT 668254535	603-5300-444.40-40		3/2009	82.67
			ACCT 668254535	603-5300-444.40-40		3/2009 * Total	137.07 434.74
03/04/2009	93119	TOWMASTER TRAILERS INC	city of inver grove hgts	603-5300-444.40-41		3/2009 * Total	2,270.59 2,270.59
03/04/2009	93121	U OF M - CCE REGISTRATI	ELGIN SWEEPER CLINIC	603-5300-444.50-80		3/2009 * Total	300.00 300.00
02/25/2009	92975	MN LIFE INSURANCE CO	policy 0027324	604-2200-416.20-62		2/2009 * Total	.94 .94
			34 Checks		** Fund Total		45,615.43

City of Inver Grove Heights
 CHECK REGISTER BY FUND

Program: GM179L
 Bank: 00 City of Inver Grove Heights

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/25/2009	92986	OFFICE DEPOT	acct 601156851008883 vmcc	604-2200-416.60-10		2/2009 * Total	131.64 131.64
02/25/2009	92988	PRECISION DATA SYSTEMS	copy paper	604-2200-416.60-05		2/2009	1,025.01
			color paper	604-2200-416.60-10		2/2009	317.59
			copy paper - police	604-2200-416.60-05		2/2009	441.00
						* Total	1,783.60
02/25/2009	92994	S & T OFFICE PRODUCTS	cust s28777	604-2200-416.60-10		2/2009	109.12
			cust s28777	604-2200-416.60-10		2/2009	27.85
			cust s28777	604-2200-416.60-10		2/2009	23.19
			cust s28777	604-2200-416.60-10		2/2009	72.97
			cust s28777	604-2200-416.60-10		2/2009	214.07
			cust s28777	604-2200-416.60-10		2/2009	40.19
			cust s28777	604-2200-416.60-10		2/2009	116.70
			cust s28777	604-2200-416.60-10		2/2009	121.01
			cust s28777	604-2200-416.60-10		2/2009	46.98
						* Total	772.08
						** Fund Total	2,688.26
02/25/2009	92918	CHECKPOINT SYSTEMS INC	ACCT 166752	605-3100-419.40-40		2/2009 * Total	390.00 390.00
02/25/2009	92975	MN LIFE INSURANCE CO	policy 0027324	605-3100-419.20-62		2/2009 * Total	7.96 7.96
02/25/2009	92980	NEOPOST	acct 52240662711508	605-3100-419.60-65		2/2009 * Total	112.09 112.09
02/25/2009	92985	NS/I MECHANICAL CONTRAC	inver grove hgts	605-3100-419.40-40		2/2009 * Total	453.20 453.20
02/25/2009	93021	US POSTMASTER	city of inver grove hgts	605-3100-419.50-35		2/2009 * Total	1,223.37 1,223.37
03/04/2009	93062	HILLYARD INC	acct 274069	605-3100-419.60-11		3/2009 * Total	864.86 864.86
03/04/2009	93091	NS/I MECHANICAL CONTRAC	city of inver grove hgts	605-3100-419.40-40		3/2009	482.62
			city of inver grove hgts	605-3100-419.40-40		3/2009	871.15
						* Total	1,353.77
03/04/2009	93116	TDS METROCOM	acct 6515540132	605-3100-419.50-20		3/2009 * Total	415.98 415.98
						** Fund Total	4,821.23
02/25/2009	92975	MN LIFE INSURANCE CO	policy 0027324	606-1400-413.20-62		2/2009 * Total	8.51 8.51
02/25/2009	93023	VERIZON WIRELESS	acct 280581502	606-1400-413.50-20		2/2009 * Total	31.97 31.97

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/04/2009	93035	ADVANCED TECHNOLOGY SYS	cityinver cityinver	606-1400-413.60-10 606-1400-413.60-10		3/2009 3/2009 * Total	1,213.67 1,520.96 2,734.63
				3 Checks	** Fund Total		2,775.11
02/25/2009	92934	EMMONS & OLIVIER RESOUR	city of inver grove hqts city of inver grove hqts city of inver grove hqts	702-0000-228.21-00 702-0000-228.22-00 702-0000-230.44-00		2/2009 2/2009 2/2009 * Total	38.25 140.85 611.20 790.30
02/25/2009	92948	HENNEPIN COUNTY DISTRIC	bruce william vackner kimberly sue vackner	702-0000-229.10-00 702-0000-229.10-00		2/2009 2/2009 * Total	50.00 50.00 100.00
02/25/2009	93025	WSB & ASSOCIATES, INC.	city of inver grove hqts	702-0000-228.21-00		2/2009 * Total	688.00 688.00
03/04/2009	93042	CHS	escrow balance	702-0000-228.42-00		3/2009 * Total	1,738.41 1,738.41
03/04/2009	93105	SCOTT COUNTY CLERK OF C	justin scott wagley	702-0000-229.02-00		3/2009 * Total	350.00 350.00
				5 Checks	** Fund Total		3,666.71
02/25/2009	92963	JR'S APPLIANCE DISPOSAL	city of inver grove	703-5500-446.40-25		2/2009 * Total	130.00 130.00
02/25/2009	92975	MN LIFE INSURANCE CO	policy 0027324	703-5500-446.20-62		2/2009 * Total	2.22 2.22
				2 Checks	** Fund Total		132.22
				275 Checks	*** Bank Total		629,586.03
				275 Checks	*** Grand Total		629,586.03

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 7 for City Project No. 2003-03 – Southern Sanitary Sewer System Improvements

Meeting Date: March 9, 2009
 Item Type: Consent
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: N/A

SDT *ST*

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

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 7 for City Project No. 2003-03 – Southern Sanitary Sewer System Improvements.

SUMMARY

The improvements were ordered as part of the 2008 Improvement Program. The contract was awarded in the amount of \$1,950,842.75 to Dahn Construction Co., LLC, on June 8, 2008 for City Project No. 2003-03 – Southern Sanitary Sewer System Improvements.

The contractor has completed the work through January 31, 2009 in accordance with the contract plans and specifications. A (3.0%) retainage will be maintained until the project is completed.

I recommend approval of Pay Voucher No. 7 in the amount of \$92,884.67 for work on City Project No. 2003-03 – Southern Sanitary Sewer System Improvements.

SDT/kf

Attachment: Pay Voucher No. 7

Contract: CP 2003-03
 Owner: City of Inver Grove Heights
 Project: Southern Sanitary Sewer System Improvements

Schedule: A
 Description Roadway Improvements

Item No.	No.	Item Description	Unit	Contract Quantity	Quantity To Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To Date
1	2021.501	MOBILIZATION	LS	1	1	\$ 66,000.00	\$ 66,000.00	\$ 66,000.00
2	2101.501	CLEARING	ACRE	0.55	0.55	\$ 1,500.00	\$ 825.00	\$ 825.00
3	2101.502	CLEARING	TREE	80	188	\$ 53.00	\$ 4,240.00	\$ 9,964.00
4	2101.506	GRUBBING	ACRE	0.55	0.55	\$ 745.00	\$ 409.75	\$ 409.75
5	2101.507	GRUBBING	TREE	80	188	\$ 21.00	\$ 1,680.00	\$ 3,948.00
6	2104.505	REMOVE BITUMINOUS PAVEMENT	SY	13,000	12011	\$ 1.70	\$ 22,100.00	\$ 20,418.70
7	2104.509	REMOVE CURB & GUTTER	LF	110	145	\$ 1.80	\$ 198.00	\$ 261.00
8	2104.521	SALVAGE CHAIN LINK FENCE	LF	500		\$ 5.30	\$ 2,650.00	\$ -
9	2104.521	SALVAGE WOOD RAIL FENCE	LF	300		\$ 3.20	\$ 960.00	\$ -
10	2104.523	SALVAGE SIGN	EACH	4	9	\$ 54.00	\$ 216.00	\$ 486.00
11	2104.602	SALVAGE SIGN SPECIAL	EACH	1		\$ 1,280.00	\$ 1,280.00	\$ -
12	2105.501	COMMON EXCAVATION (P)	CY	4,877	4877	\$ 6.00	\$ 29,262.00	\$ 29,262.00
13	2105.507	SUBGRADE EXCAVATION (EV)	CY	500	1564	\$ 6.50	\$ 3,250.00	\$ 10,166.00
14	2105.522	SELECT GRANULAR BORROW (CV)	CY	6,200	4727	\$ 8.70	\$ 53,940.00	\$ 41,124.90
15	2105.535	TOPSOIL BORROW (LV)	CY	2,000	435	\$ 11.00	\$ 22,000.00	\$ 4,785.00
16	2211.501	AGGREGATE BASE, CLASS 5 OR 7	TON	4,200	2900.08	\$ 9.80	\$ 41,160.00	\$ 28,420.78
17	2221.501	AGGREGATE SHOULDERING, CLASS 5	TON	1,000	135.8	\$ 15.00	\$ 15,000.00	\$ 2,037.00
18	2350.501	TYPE MV 4 WEARING COURSE MIXTURE (B)	TON	790	778.38	\$ 55.00	\$ 43,450.00	\$ 42,810.90
19	2350.502	TYPE LV 3 NON-WEARING COURSE MIXTURE (B)	TON	790	813.89	\$ 52.00	\$ 41,080.00	\$ 42,322.28
20	2350.604	FULL DEPTH BITUMINOUS PATCHING (CLARK ROAD)	SY	3,400	4697	\$ 21.00	\$ 71,400.00	\$ 98,637.00
21	2350.604	FULL DEPTH BITUMINOUS PATCHING (DRIVEWAYS)	SY	1,900	675	\$ 17.00	\$ 32,300.00	\$ 11,475.00
22	2531.501	CONCRETE CURB & GUTTER DESIGN B618	LF	110	1669	\$ 23.00	\$ 2,530.00	\$ 38,387.00
23	2533.507	PORTABLE PRECAST CONCRETE BARRIER DES 8337	LF	2,350	2237.5	\$ 12.00	\$ 28,200.00	\$ 26,850.00
24	2540.602	RELOCATE FLAGPOLE	EACH	1		\$ 540.00	\$ 540.00	\$ -
25	2557.603	INSTALL CHAIN LINK FENCE - SPECIAL	LF	500		\$ 12.00	\$ 6,000.00	\$ -
26	2557.603	INSTALL WOOD RAIL FENCE	LF	300		\$ 8.00	\$ 2,400.00	\$ -
27	2563.601	TRAFFIC CONTROL	LS	1	1	\$ 17,500.00	\$ 17,500.00	\$ 17,500.00
28	2564.602	INSTALL SIGN	EACH	4	9	\$ 160.00	\$ 640.00	\$ 1,440.00
29	2564.602	INSTALL SIGN TYPE SPECIAL	EACH	1		\$ 1,300.00	\$ 1,300.00	\$ -
30	2564.618	CONSTRUCTION SIGN-SPECIAL	SF	100		\$ 16.00	\$ 1,600.00	\$ -
31	2571.502	CONIFEROUS TREE 6' HT B&B	EACH	19		\$ 220.00	\$ 4,180.00	\$ -
32	2571.502	DECIDUOUS TREE 6' HT B&B	EACH	8		\$ 220.00	\$ 1,760.00	\$ -
33	2572.501	TEMPORARY FENCE	LF	2,600		\$ 1.50	\$ 3,900.00	\$ -
34	2573.54	FILTER LOG TYPE STRAW BIOROLL	LF	200	612	\$ 3.00	\$ 600.00	\$ 1,836.00
35	2573.502	SILT FENCE, TYPE MACHINE SLICED	LF	2,000	1444	\$ 1.50	\$ 3,000.00	\$ 2,166.00
36	2573.602	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EACH	6		\$ 1,100.00	\$ 6,600.00	\$ -
37	2573.603	SILT FENCE, TYPE 2	LF	1,800	100	\$ 3.80	\$ 6,840.00	\$ 380.00

38	2575.501	SEEDING	ACRE	18.00	12.91	\$ 160.00	\$ 2,880.00	\$ 2,065.60
39	2575.502	SEED, MIXTURE 250	LB	1,260	903.7	\$ 2.30	\$ 2,898.00	\$ 2,078.51
40	2575.505	SODDING, TYPE LAWN	SY	8,000	1554	\$ 2.60	\$ 20,800.00	\$ 4,040.40
41	2575.511	MULCH MATERIAL TYPE 1	TON	36.00	25.38	\$ 125.00	\$ 4,500.00	\$ 3,172.50
42	2575.523	EROSION CONTROL BLANKET CATEGORY 2	SY	1300.00	4320	\$ 1.00	\$ 1,300.00	\$ 4,320.00
43	2575.532	FERTILIZER, TYPE 1	LB	3,600	2582	\$ 0.40	\$ 1,440.00	\$ 1,032.80
44	2582.502	4" DOUBLE SOLID LINE YELLOW-PAINT	LF	2,750	2969	\$ 0.25	\$ 687.50	\$ 742.25
45	2582.502	4" SOLID LINE WHITE - PAINT	LF	5,500	4224	\$ 1.00	\$ 5,500.00	\$ 4,224.00

Schedule A Subtotal:

\$ 580,996.25 \$ 523,588.37

Schedule: B

Description Storm Sewer Improvements

Item No.	No.	Item Description	Unit	Contract Quantity	Quantity To Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To Date
1	2104.501	REMOVE BOX CULVERT	LF	80	100	\$ 40.00	\$ 3,200.00	\$ 4,000.00
2	2104.501	REMOVE CULVERT	LF	660	773	\$ 6.00	\$ 3,960.00	\$ 4,638.00
3	2104.501	REMOVE SEWER PIPE (STORM)	LF	1,250	1100	\$ 4.00	\$ 5,000.00	\$ 4,400.00
4	2104.509	REMOVE STORM SEWER MANHOLE	EACH	6	3	\$ 360.00	\$ 2,160.00	\$ 1,080.00
5	2501.511	12" CS PIPE CULVERT	LF	226		\$ 16.00	\$ 3,616.00	\$ -
6	2501.511	15" CS PIPE CULVERT	LF	147	40	\$ 17.00	\$ 2,499.00	\$ 680.00
7	2501.602	12" CS PIPE APRON AND TRASH GUARD	EACH	6		\$ 260.00	\$ 1,560.00	\$ -
8	2501.602	15" CS PIPE APRON AND TRASH GUARD	EACH	5	2	\$ 270.00	\$ 1,350.00	\$ 540.00
9	2501.602	15" RC PIPE APRON AND TRASH GUARD	EACH	6	3	\$ 700.00	\$ 4,200.00	\$ 2,100.00
10	2501.602	18" RC PIPE APRON AND TRASH GUARD	EACH	1		\$ 740.00	\$ 740.00	\$ -
11	2501.602	24" RC PIPE APRON AND TRASH GUARD	EACH	2	1	\$ 1,050.00	\$ 2,100.00	\$ 1,050.00
12	2501.602	30" RC PIPE APRON AND TRASH GUARD	EACH	6	3	\$ 1,260.00	\$ 7,560.00	\$ 3,780.00
13	2502.541	4" PERF PVC PIPE DRAIN	LF	60	75	\$ 8.40	\$ 504.00	\$ 630.00
14	2503.541	15" RC PIPE SEWER DESIGN 3006 CLASS V	LF	167	340	\$ 20.00	\$ 3,340.00	\$ 6,800.00
15	2503.541	18" RC PIPE SEWER DESIGN 3006 CLASS III	LF	90		\$ 22.00	\$ 1,980.00	\$ -
16	2503.541	24" RC PIPE SEWER DESIGN 3006 CLASS III	LF	596	463	\$ 25.00	\$ 14,900.00	\$ 11,575.00
17	2503.541	30" RC PIPE SEWER DESIGN 3006 CLASS III	LF	418	334	\$ 34.00	\$ 14,212.00	\$ 11,356.00
18	2503.602	CONNECT TO EXISTING STORM MANHOLE	EACH	1	1	\$ 780.00	\$ 780.00	\$ 780.00
19	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	13	5	\$ 780.00	\$ 10,140.00	\$ 3,900.00
20	2503.603	18" HDPE STORM SEWER	LF	101	340	\$ 21.00	\$ 2,121.00	\$ 7,140.00
21	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN *G*	EACH	1	2	\$ 1,480.00	\$ 1,480.00	\$ 2,960.00
22	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	EACH	8	3	\$ 2,400.00	\$ 19,200.00	\$ 7,200.00
23	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 54-4020	EACH	2	4	\$ 3,700.00	\$ 7,400.00	\$ 14,800.00
24	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	EACH	1		\$ 3,700.00	\$ 3,700.00	\$ -
25	2511.501	RANDOM RIPRAP CLASS III	CY	65	28	\$ 60.00	\$ 3,900.00	\$ 1,680.00
26	2573.530	STORM DRAIN INLET PROTECTION	EACH	17		\$ 110.00	\$ 1,870.00	\$ -

Schedule B Subtotal:

\$ 123,472.00 \$ 91,089.00

Schedule: C

Description Sanitary Sewer Improvements

Item No.	No.	Item Description	Unit	Contract Quantity	Quantity To Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To Date
1	2451.511	COARSE FILTER AGGREGATE (LV)	CY	500	52.82	\$ 25.00	\$ 12,500.00	\$ 1,320.50
2	2503.511	4" PVC PIPE SEWER, C900	LF	116	75	\$ 15.00	\$ 1,740.00	\$ 1,125.00
3	2503.511	4" PVC PIPE SEWER, SDR 26	LF	142	186	\$ 14.00	\$ 1,988.00	\$ 2,604.00
4	2503.511	6" PVC PIPE SEWER, C900	LF	179	518	\$ 17.00	\$ 3,043.00	\$ 8,806.00
5	2503.511	6" PVC PIPE SEWER, SDR 26	LF	429	511	\$ 15.00	\$ 6,435.00	\$ 7,665.00
6	2503.511	6" PVC PIPE SEWER, SDR 35	LF	108	109	\$ 15.00	\$ 1,620.00	\$ 1,635.00
7	2503.511	8" PVC PIPE SEWER, C900	LF	1,715	1727	\$ 29.00	\$ 49,735.00	\$ 50,083.00
8	2503.511	8" PVC PIPE SEWER, SDR 26	LF	1,213	1177	\$ 17.00	\$ 20,621.00	\$ 20,009.00
9	2503.511	8" PVC PIPE SEWER, SDR 35	LF	40	262	\$ 16.00	\$ 640.00	\$ 4,192.00
10	2503.511	10" PVC PIPE SEWER, SDR 26	LF	3,560	3718	\$ 18.00	\$ 64,080.00	\$ 66,924.00
11	2503.511	10" PVC PIPE SEWER, SDR 35	LF	845	663	\$ 17.00	\$ 14,365.00	\$ 11,271.00
12	2503.511	10" PVC PIPE SEWER, C900	LF	400	400	\$ 42.00	\$ 16,800.00	\$ 16,800.00
13	2503.511	10" PVC PIPE SEWER, DIP CLASS 52	LF	20	20	\$ 145.00	\$ 2,900.00	\$ 2,900.00
14	2503.511	12" PVC PIPE SEWER, SDR 26	LF	2,380	1996	\$ 26.00	\$ 61,880.00	\$ 51,896.00
15	2503.511	12" PVC PIPE SEWER, C900	LF	1,415	2049	\$ 37.00	\$ 52,355.00	\$ 75,813.00
16	2503.511	12" PVC PIPE SEWER, DIP CLASS 52	LF	20	20	\$ 110.00	\$ 2,200.00	\$ 2,200.00
17	2503.602	4" PIPE PLUG	EACH	9	9	\$ 130.00	\$ 1,170.00	\$ 1,170.00
18	2503.602	6" PIPE PLUG	EACH	11	17	\$ 130.00	\$ 1,430.00	\$ 2,210.00
19	2503.602	8" PIPE PLUG	EACH	6	8	\$ 111.00	\$ 666.00	\$ 888.00
20	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	1	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
21	2503.603	10" OUTSIDE DROP	LF	6.7	6.2	\$ 350.00	\$ 2,345.00	\$ 2,170.00
22	2503.603	12" OUTSIDE DROP	LF	14.3	14.3	\$ 180.00	\$ 2,574.00	\$ 2,574.00
23	2503.603	24" STEEL CASING PIPE (JACKED)	LF	770	797	\$ 450.00	\$ 346,500.00	\$ 358,650.00
24	2503.604	4" PIPE INSULATION (12' WIDTH)	SY	300		\$ 9.00	\$ 2,700.00	\$ -
25	2506.602	SANITARY SEWER MANHOLE (48")	EACH	39	43	\$ 2,300.00	\$ 89,700.00	\$ 98,900.00
26	2506.603	SANITARY SEWER MANHOLE - EXTRA DEPTH	LF	431	439.19	\$ 100.00	\$ 43,100.00	\$ 43,919.00
27		WATER USAGE ALLOWANCE	LS	1		\$ 5,000.00	\$ 5,000.00	\$ -

Schedule C Subtotal:

\$	809,587.00	\$	837,224.50
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Schedule: D

Description Watermain Improvements

Item No.	No.	Item Description	Unit	Contract Quantity	Quantity To Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To Date
1	2104.501	REMOVE DIP WATERMAIN	LF	1,625	1563	\$ 4.70	\$ 7,637.50	\$ 7,346.10
2	2104.509	REMOVE CURB BOX	EACH	1	0	\$ 325.00	\$ 325.00	\$ -
3	2104.525	SALVAGE HYDRANT & GATE VALVE	EACH	2	2	\$ 250.00	\$ 500.00	\$ 500.00
4	2504.601	TEMPORARY WATER SERVICE	LS	1	1	\$ 990.00	\$ 990.00	\$ 990.00
5	2504.602	1" CURB STOP AND BOX	EACH	4	5	\$ 520.00	\$ 2,080.00	\$ 2,600.00
6	2504.602	1" CORPORATION STOP	EACH	3	5	\$ 460.00	\$ 1,380.00	\$ 2,300.00
7	2504.602	12" GATE VALVE AND BOX	EACH	4	5	\$ 2,500.00	\$ 10,000.00	\$ 12,500.00
8	2504.602	6" GATE VALVE AND BOX	EACH	6	12	\$ 1,300.00	\$ 7,800.00	\$ 15,600.00
9	2504.602	8" GATE VALVE AND BOX	EACH	4	4	\$ 1,540.00	\$ 6,160.00	\$ 6,160.00
10	2504.602	CONNECT TO EXISTING WATERMAIN	EACH	3	3	\$ 950.00	\$ 2,850.00	\$ 2,850.00
11	2504.602	CUT-IN 12" GATE VALVE	EACH	1	0	\$ 3,000.00	\$ 3,000.00	\$ -
12	2504.602	HYDRANT	EACH	6	7	\$ 2,500.00	\$ 15,000.00	\$ 17,500.00
13	2504.602	INSTALL HYDRANT AND GATE VALVE	EACH	2	2	\$ 500.00	\$ 1,000.00	\$ 1,000.00
14	2504.603	1" TYPE K COPPER PIPE	LF	31	146	\$ 20.00	\$ 620.00	\$ 2,920.00
15	2504.603	12" WATERMAIN, DUCTILE IRON, CLASS 52	LF	1,650	1594	\$ 42.00	\$ 69,300.00	\$ 66,948.00
16	2504.603	24" STEEL CASING PIPE (JACKED)	LF	350	252	\$ 430.00	\$ 150,500.00	\$ 108,360.00
17	2504.603	6" WATERMAIN, DUCTILE IRON, CLASS 52	LF	85	222	\$ 32.00	\$ 2,720.00	\$ 7,104.00
18	2504.603	8" WATERMAIN, DUCTILE IRON, CLASS 52	LF	2,425	2415	\$ 21.00	\$ 50,925.00	\$ 50,715.00
19	2504.604	4" WATERMAIN INSULATION	SY	200	7	\$ 10.00	\$ 2,000.00	\$ 70.00
20	2504.608	DUCTILE IRON FITTINGS (COMPACT)	LB	4,000	2447	\$ 2.00	\$ 8,000.00	\$ 4,894.00

Schedule D Subtotal:

\$ 342,787.50 \$ 310,357.10

Schedule: 1
Description Lift Station Modification

Item No.	No.	Item Description	Unit	Contract Quantity	Quantity To Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To Date
1	2503.601	LIFT STATION MODIFICATION	LS	1	1	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
2	2503.602	60 HP PUMPS	EACH	2	2	\$ 32,000.00	\$ 64,000.00	\$ 64,000.00

Schedule 1 Subtotal: \$ 94,000.00 \$ 94,000.00

PAYMENT SUMMARY

Contract: CP 2003-03
Owner: City of Inver Grove Heights
Project: Southern Sanitary Sewer System Improvements

TOTAL BASE BID

Schedule	Description
A	Roadway Improvements
B	Storm Sewer Improvements
C	Sanitary Sewer Improvements
D	Watermain Improvements
1	Lift Station Modification

Total Estimated Cost	Total Contract Cost to Date
\$ 580,996.25	\$ 523,588.37
\$ 123,472.00	\$ 91,089.00
\$ 809,587.00	\$ 837,224.50
\$ 342,787.50	\$ 310,357.10
\$ 94,000.00	\$ 94,000.00
\$ 1,950,842.75	\$ 1,856,258.97

Total Base Bid

Original Contract Amount	\$ 1,950,842.75	
Change Order #1	\$ 65,147.50	\$ 65,147.50
Change Order #2	\$ 28,152.00	\$ 28,152.00
Contract Work Completed To Date		\$ 1,949,558.47
Revised Contract Amount	\$ 2,044,142.25	
Retainage (3%)		\$ 58,486.75
Previous Payments		\$ 1,798,187.05
Amount Due This Payment 7		\$ 92,884.67

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Pay Voucher No. 12 – Northwest Area Utility Improvements, Lift Station R-9.1 (City Project No. 2003-15A)

Meeting Date: March 9, 2009
 Item Type: Consent
 Contact: Scott D. Thureen, 651-450-2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *SDT* *ST*

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 12 for City Project No. 2003-15A – Northwest Area Utility Improvements, Lift Station R-9.1.

SUMMARY

The City Council awarded a construction contract in the amount of \$1,732,300.00 to Sheehy Construction Company for City Project No. 2003-15A, Northwest Area Utility Improvements, Lift Station R-9.1.

The contractor has completed 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 Pay Voucher No. 12 in the amount of \$97,327.50 for work on City Project No. 2003-15A – Northwest Area Utility Improvements, Lift Station R-9.1.

SDT/kf

Attachment: Pay Voucher No. 12

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

ESTIMATE NO. 12

DATE February 8, 2009

PERIOD ENDING January 31, 2009

CONTRACT Northwest Area Utility Improvements - Lift Station R-9.1

PROJECT NO. 2003-15

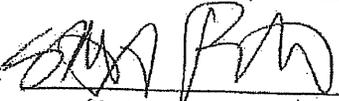
TO: **Sheehy Construction Company**
360 W. Larpenteur Avenue
St. Paul, MN 55113

A. Original Contract Amount.....	\$	1,732,300.00
B. Total Addition (Change Order No. 1).....	\$	114,972.00
C. Total Deductions.....	\$	0.00
D. TOTAL CONTRACT AMOUNT.....	\$	1,847,272.00
E. TOTAL VALUE OF WORK TO DATE.....	\$	1,847,272.00
F. LESS RETAINED (5%).....	\$	92,363.60
G. Less Previous Payment.....	\$	1,657,580.10 ^{90 SAP}
H. TOTAL APPROVED FOR PAYMENT THIS VOUCHER.....	\$	97,328.30 97,327.50 ^{SAP}
I. TOTAL PAYMENTS INCLUDING THIS VOUCHER.....	\$	1,754,908.40

APPROVALS:

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

Signed By:  02/18/09
Daniel M. Krause, President Date

Signed By:  27 FEB 2009
BETH A. PETERSON, P.E. - BULTON/MARK Date

Signed By: _____
George Tourville, Mayor Date

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Accept Proposal from Keys Well Drilling Company for Well Pump No. 5 Rehabilitation

Meeting Date: March 9, 2009
 Item Type: Consent
 Contact: Jim Sweeney, 651.450.2565
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *SDT*

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input 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 Utility Fund Budget

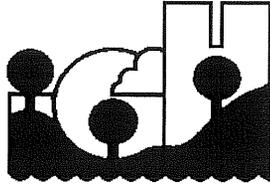
PURPOSE/ACTION REQUESTED

Accept proposal from Keys Well Drilling Company for Well Pump No. 5 rehabilitation.

SUMMARY

The Utilities Division has received proposals for reconditioning the pump at Well No. 5. Mr. Sweeney's attached memo provides the background information. I recommend approval of this proposal from Keys Well Drilling Company with funding from the Water Utility Fund Budget (501-7100-512.40-42).

SDT/kf
 Attachment



City of Inver Grove Heights
UTILITY DIVISION

MEMORANDUM

TO : Scott Thureen
FROM : Jim Sweeney
SUBJECT : **Well Pump #5 Rehabilitation**
DATE : February 24, 2009

Attached are two proposals for the reconditioning of Well Pump # 5 located at 2990 75th Street East. Well # 5 was constructed in 1980 and is completed in the Jordan Sandstone formation. The well pump is a vertical turbine set at 240 feet, and was last reconditioned in August 2003 after a major pump failure.

Since 1998 the Utility Division has used a maintenance schedule based on years of service and total gallons pumped to recondition our well pumps. Our schedule has been 5 to 7 years of service and/or 1.25 billion gallons pumped since the last reconditioning. We base this schedule on the recommendations of pump manufacturers, local vendors, and our experience with the corrosive nature of the water we pump.

Referring to the schedule on page 2, you can see that Well 5 has reached the time benchmark, and is only 70 million gallons short of the production mark. I have summarized the two proposals on page 2, and recommend awarding the reconditioning work to Keys Well Drilling Company.

The exact cost of this work can vary depending on the actual condition of the pump once it is inspected. In our experience the following items will be necessary, and are the basis of our price comparison.

ITEM	KEYS	BERGERSON
Remove/Reinstall Pump	\$5565.00	\$3500.00
6-10'x10" steel column pipe	\$4200.00	\$4800.00
2- 5'x 10" steel column pipe	\$ 990.00	\$1090.00
24-lineshaft bearings	\$ 600.00	\$ 600.00
Rebuild pump bowl assembly	\$1785.00	\$3000.00
Rebuild pump discharge head	\$ 575.00	\$ 950.00
Shop labor	\$2150.00	\$2250.00
Total Cost	\$15,865.00	\$16,190.00

The two factors that could escalate this cost are column pipe – we are planning on retaining 17 of the current 23, 10 foot lengths – and the possibility that the current pump is worn beyond repair.

The funds for this reconditioning project would come from Water Fund Budget account # 501-7100-512-40-42. Let me know if you have any questions.

Thanks, Jim

Well Number	Date Last Serviced	Gallons Pumped Since Service
3	3/2006	797 mg thru 1/1/09
4	5/2007	467 mg thru 1/1/09
5	10/2003	1,170 mg thru 1/1/09
6	4/2001	284 mg thru 1/1/09
7	2/2005	894 mg thru 1/1/09
8	3/2005	1,036 mg thru 1/1/09

Keys Well Drilling Company

Quotation

413 North Lexington Parkway, St. Paul, MN 55104-4696

651-646-7871 Fax 651-641-0216

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

Date of Quotation: February 24, 2009
Attention: Mr. Jim Sweeney
Project: Well Pump # 5
Location: 75th Street

We are pleased to quote you as follows:

Removal, inspection, repair and reinstallation of well pump # 5

ITEM	UNIT	EST. QTY	PRICE	TOTAL
Labor and equipment to remove pump	hr	13	185 \$	2,405.00
Check depths	ls		NC	
Load, haul to shop for disassembly and inspection	ls	1	200 \$	200.00
Reinstall pump, hook up and test	hr	16	185 \$	2,960.00
Remove and reinstall estimate				\$ 5,565.00

Misc. repair Parts

10" x 10' T & C Column Pipe	ea	700		
10" x 5' T & C Column Pipe	ea	495		
Bowl bearings	ls	400		
Bowl shaft SS	ea	385		
Impeller wear rings	ea	200		
Lineshaft bearings	ea	25		
Headshaft SS	ea	425		
Packing box bearing and packing	ls	150		
Shop time	hr	70		
Machine shop	hr	75		

Above estimate does not include any motor work or well work if required.

Actual cost would be determined by the actual quantities used.

We could begin work within 2-3 days after receipt of order.

Estimated completion - 2-4 weeks

Thank you for the opportunity to quote this project.

Terms: N-30

Quotation valid for 60 days

Quoted By _____

Jeffrey W. Keys

Accepted _____

Date _____



BERGERSON - CASWELL INC.

Commercial • Municipal • Residential
Geothermal • Irrigation
Submersible & Turbine Pumps
Environmental Drillers

Well Drilling, Abandonment & Repair Since 1948



Certified Well Drillers
Certified Pump Installers

February 20, 2009

CITY OF INVERGROVE HEIGHTS

Attn: Mr. Jim Sweeney
8168 Barbara Avenue
Inver Grove Heights, MN 55077

Fax # (651) 455-9405

RE: WELL PUMP #5 PREVENTATIVE MAINTENANCE INSPECTION QUOTE

Dear Mr. Sweeney;

Bergerson-Caswell Inc. Appreciates the opportunity to assist you and your well pump needs. As per your request we are offering you a project cost estimate to perform the well pump maintenance inspection on pump #5. Below is a break down of the associated costs for the labor and equipment to perform, along with the main replacement parts for the pump reconditioning that may need replacing. It is my understanding that this well pump installation is a 150 Hp Vertical Line shaft Turbine pump that has 10"x 1.6875" column set 250' below grade. Based on these conditions the following project cost estimate will apply.

PROJECT COST ESTIMATE:

1) Remove well Pump			\$ 1,500.00
2) Inspect all pumping equipment, recommend repairs and actual costs.			\$ 200.00
3) Materials that may need replacement:			
Recondition 150 Hp Vertical Holloshaft motor	Est.	\$ 2,500.00	
10"x 10' T & C drop pipe @ 800.00/ea Estimate ½ 12 each	Est.	\$ 9,600.00	
10"x 5' T & C drop pipe @ \$545.00/ea Estimate 2 each		\$ 1,090.00	
1-11/16" Line Shaft & coupling; S.S. \$ 475.00/ea	Est.	\$ 0.00	
1-11/16" Line shaft Sleeves \$80.00 not installed	Est.	\$ 0.00	
Replace 25 Line shaft Bearings @ 25.00/ea	Est.	\$ 625.00	
Shop Labor to repair equipment Estimate 30 Hrs @ \$75.00/hr	Est.	\$ 2,250.00	
Rebuild Discharge Head	Est.	\$ 350.00	
Rebuild Pump Bowl Assembly (Depends on condition and pump)			
Machine impeller and install wear ring \$350.00/stage	Est	\$ 1,400.00	
F & I a set of bowl bearings		\$ 600.00	
New pump bowl shaft		\$ 650.00	
4) Reinstall pumping Equipment and test into the system			\$ 1,700.00

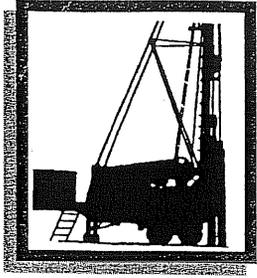
PROJECT COST TO REMOVE AND REINSTALL \$ 3,500.00

The above project cost estimate is for the labor to Remove, Inspect, and Reinstall one pump unit that is installed at the 250' setting or less and is of the stated size or smaller. The total cost we will be able to determine once well pump #5 has been removed and inspected, but I would estimate the total project cost to be in line with the itemized materials break down listed above and the total project cost can be estimated in the proxy of \$ 22,565.00. This amount will not be able to be determined exactly until the entire pump unit is inspected for repairs.

If you have any additional questions, require other information or would like for us to perform the above project, please do not hesitate to contact us at (763) 479-3121, or my cell# (612) 369-3652.

Sincerely;
BERGERSON CASWELL INC.

Tim D. Berquam Project Manager



Keys Well Drilling Company

413 Lexington Parkway North
St. Paul, MN 55104-4696
Phone 651-646-7871 Fax 651-641-0216
Email jkeys@keyswell.com

INVOICE

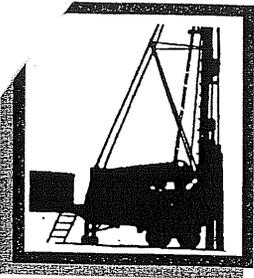
DATE	NUMBER
08/16/2003	2003107

To: City of Inver Grove Heights
8150 Barbara Avenue

Inver Grove Height, MN 55077-

For Job: 2003107
Customer PO # Verbal Jim
Inver Grove Heights
Emergency Repair of
Broken Shaft on Well
Pump #5

AR Code		Quantity U/M	Price	Amount
01	Pump Rig	32.5000	55.0000	1,787.50
		HR		
02	Operator	40.0000	50.0000	2,000.00
		HR		
03	Operator - OT	7.5000	25.0000	187.50
		HR		
04	Assistant	40.0000	44.0000	1,760.00
		HR		
05	Assistant - OT	7.5000	22.0000	165.00
		HR		
06	Assistant	16.7500	44.0000	737.00
		HR		
07	Assistant - OT	4.5000	22.0000	99.00
		HR		
08	Shop	23.0000	50.0000	1,150.00
		HR		
09	Machinist	7.0000	60.0000	420.00
		HR		
10	Bowl Assembly-Bearings	6.0000	65.0000	390.00
		EA		
11	Bowl Assembly-Wear Rings	5.0000	150.0000	750.00
		EA		



Keys Well Drilling Company
 413 Lexington Parkway North
 St. Paul, MN 55104-4696
 Phone 651-646-7871 Fax 651-641-0216
 Email jkeys@keyswell.com

INVOICE

DATE	NUMBER
08/16/2003	2003107

To: City of Inver Grove Heights
 8150 Barbara Avenue

Inver Grove Height, MN 55077-

For Job: 2003107
 Customer PO # Verbal Jim
 Inver Grove Heights
 Emergency Repair of
 Broken Shaft on Well
 Pump #5

AR Code	Quantity U/M	Price	Amount
12 Bowl Assembly-Shaft	EA 1.0000	375.0000	375.00
13 Column Pipe 10"x10'	EA 17.0000	335.0000	5,695.00
14 Column Pipe 10"x5'	EA 1.0000	255.0000	255.00
15 Lineshaft Bearings	EA 24.0000	20.0000	480.00
16 Lineshaft 416 SS 1-11/16 x 10'	EA 1.0000	290.0000	290.00
17 Lineshaft 416 SS 1-11/16 x 5'	EA 1.0000	230.0000	230.00
18 Headshaft	EA 1.0000	395.0000	395.00
19 Packing Box Bearing & Packing	EA 1.0000	125.0000	125.00
20 1" PVC	LF 120.0000	1.0000	120.00
21 Motor Repair	EA 1.0000	200.0000	200.00
22 Pump Supplies	LOT 1.0000	15.0000	15.00

Acc. # 501-7100-512-40-43

J.S. 9/5/03

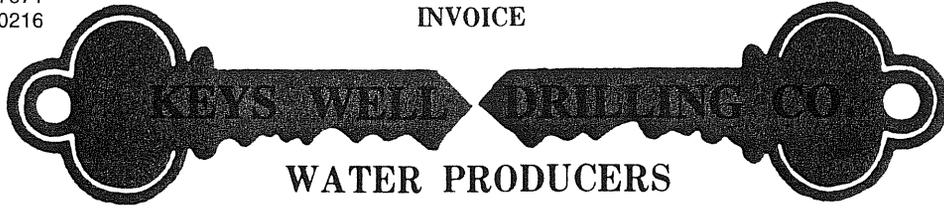
Invoice Totals

Gross	17,626.00
Retention	0.00
TOTAL DUE	17,626.00

Telephones: (651) 646-7871
 Fax: (651) 641-0216

INVOICE

413 North Lexington Parkway
 Saint Paul, Minnesota 55104



CITY OF INVER GROVE HEIGHTS
 8150 BARBARA AVENUE
 INVER GROVE HEIGHTS, MN 55077

TERMS: NET 10 DAYS

Prevailing interest rates will be charged on all over-due accounts.

DATE	INVOICE NO.	CUSTOMER ORDER NO.	LOCATION OF WORK
APR. 19, 1999	990036	VERBAL - JIM	WELL #5

	QTY	UNIT	UNIT PRICE	
Remove Pump	1	LS	\$1,250.00	\$1,250.00
Check Depths				N/C
Load and haul to shop	1	LS	\$200.00	\$200.00
Reinstall, hookup and run	1	LS	\$1,400.00	\$1,400.00
Mobilize rig and bail well	38	HR	\$140.00	\$5,320.00
Shop time - sandblast, repair, assemble and paint	26.75	HR	\$45.00	\$1,203.75
10" x 10' Sch 40 T&C	6	EA	\$300.00	\$1,800.00
10" x 5' Sch 40 T&C	1	EA	\$250.00	\$250.00
1" PVC WL Tubing	240	LF	\$1.00	\$240.00
Bowl repair - wear rings, bearings and shaft	1	LS	\$1,550.00	\$1,550.00
Packing box bearing and packing	1	LS	\$100.00	\$100.00
Stainless steel headshaft	1	LS	\$385.00	\$385.00
Rubber lineshaft bearings	24	EA	\$18.00	\$432.00

AMOUNT DUE

\$14,130.75

ACC. # 501-7100-40-42

J.S. 4/21/99

Downhole Well Services, LLC.

VIDEO INSPECTION LOG

CITY OF INVER GROVE HEIGHTS – MUNICIPAL WELL NO. 5

MN Unique Well No. – 00165640

N 44° 50.433' W 093° 02.697'

Formation – Jordan Sandstone

Date Drilled(Completed) – January 1, 1980

Drilling Company – E.H. Renner & Sons, Inc.

Depth Reference – Top of 16 inch Casing

Static Water Level – 175.5 feet

Reported 16 inch Casing – 0 to 358 feet

Original Depth – 452 feet

16 inch Casing - 0 to 354.5 feet

Client – Keys Well Drilling Company

City of Inver Grove Heights Rep. – Mr. Jim Sweeney

August 27, 2003

Address – 2990 75th Street East

Purpose – Fishing

Drilling Method – Cable Tool

Driller – Not Specified

Pump Setting – 230 feet

Reported 24 inch Casing - 0 to 182 feet

Reported 24 inch Open Hole – 358 to 452 feet

Reported Depth – 430 feet

Depth Logged – 419.6 feet

24 inch Open Hole – 354.5 to 419.6+ feet

Client Rep. – Mr. Jeff Keys

Inspected By - Jim H. Traen

<u>Recording Time</u>	<u>Depth(in feet)</u>	<u>Remarks/Observations</u>
-----------------------	-----------------------	-----------------------------

Centering Guides @ 15 inches

08:06	0:00:00	006.5	Start Inspection – 16 inch Casing
08:13	0:06:55	175.5	Static Water Level
08:24	0:17:21	307.0	PVC
08:28	0:20:58	354.5	End of 16 inch Casing
24 inch Open Hole			
08:32	0:25:52	414.7	Pump – Bottom Stage
08:36	0:29:28	419.6	Upper Part of Pump
08:54	0:46:58	414.8	
08:58	0:51:16	414.8	
09:02	0:55:08	354.1	End of 16 inch Casing
09:12	1:05:02	010.0	End of Inspection

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Approving Plans and Specifications and Authorizing Advertisement for Bids – City Project No. 2009-01, Trunk Highway 3 and Proposed 80th Street (County Road 28) Intersection Improvements

Meeting Date: March 9, 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: Cost-Share Agreement, Special Assessments, Municipal State Aid Funds

PURPOSE/ACTION REQUESTED

Consider resolution approving plans and specifications and authorizing advertisement for bids – City Project No. 2009-01, T.H. 3 and 80th Street Intersection Improvements.

SUMMARY

The City Council ordered City Project No. 2009-01 on July 28, 2008. The City’s consultant for this project (the City’s first roundabout), Stonebrooke Engineering, has prepared the construction plans and specifications. The Mn/DOT review of the documents is complete and we are ready to go out for bids. The proposed schedule calls for a bid opening on April 9, 2009 and Council consideration of the bids on April 13, 2009.

I recommend adoption of this resolution approving the plans and specifications and authorizing advertisement for bids for City Project No. 2009-01, T.H. 3 and 80th Street Intersection Improvements.

SDT/kf
 Attachment: Resolution

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

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND AUTHORIZING
ADVERTISEMENT FOR BIDS – CITY PROJECT NO. 2009-01, TRUNK HIGHWAY 3 AND
PROPOSED 80TH STREET EAST (COUNTY ROAD 28) INTERSECTION IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, the City of Inver Grove Heights and Inver Grove Heights Investment, LLC have entered into an agreement to improve the intersection of Trunk Highway 3 and proposed 80th Street East (County Road 28) by October 15, 2009; and

WHEREAS, funding will come from Inver Grove Heights Investment, LLC; Dakota County; and the City; and

WHEREAS, the City is the lead agency for these improvements; and

WHEREAS, the project was ordered on June 23, 2008 by Resolution No. 08-176; and

WHEREAS, Mn/DOT has completed its review of the plans.

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

1. The plans and specifications are hereby approved.
2. Staff is authorized to advertise for bids.
3. City funding will come from Municipal State Aid funds and/or special assessments to the benefiting properties.
4. The contract for these improvements shall be let no later than two years after the adoption of this resolution.

Adopted by the City Council of Inver Grove Heights, Minnesota this 9th day of March 2009.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Awarding National Guard Gymnasium Floor Replacement Bid

Meeting Date: March 9, 2009
 Item Type: Consent Agenda
 Contact: Tracy Petersen – 651.450.2588
 Prepared by: Tracy Petersen
 Reviewed by: Eric Carlson – Parks & Recreation

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

PURPOSE/ACTION REQUESTED

In March 2008, the City and the Minnesota State Armory Building Commission (MSABC) signed a memorandum of understanding indicating that the City and MSABC would approve of a mutually beneficial flooring system for the National Guard Armory including specifications and final cost. The City and MSABC agreed to split the project cost 50/50 with total project costs not to exceed \$150,000. The entire project is budgeted for in the 2009 VMCC operating budget.

In April 2008, the City Council approved the hiring of Buetow and Associates to test and develop plans and specifications for the replacement of the gymnasium floor in the National Guard Armory.

In January 2009, the City Council approved the plans and specifications for the floor replacement and authorized advertisement for bids on January 13.

The Minnesota State Armory Building Commission reviewed the bids and is comfortable with City staff’s recommendation. Staff is recommending we move forward with the project and accept the bid from Haldeman Homme of \$103,427 using the Robbins Sports Surfaces floor.

SUMMARY

In the spring of 2008, it was determined that the original gymnasium flooring was experiencing a number of deficiencies and needed to be replaced.

In June 2008, Buetow and Associates retained the services of Braun Intertec to conduct water vapor transmission testing (WVT) and relative humidity testing on the existing floor. The water transmission was noted over 8 and an acceptable number would be less than 3 for the current vinyl composition tile floor. The humidity ranged from 93% to 97% and for the same type of vinyl floor, a level of 75% or less is acceptable.

In addition to the testing, it was determined that the existing gymnasium flooring material was not intended for the uses that have been accommodated in the existing gym such as vehicular traffic and loading/unloading activities.

A dense rubber floor was found to be the direction to go when reviewing alternatives for replacement. During the bid process, physical samples of ‘proposed equals’ were reviewed by staff and approved prior to bidding. The Robbins Sports Surfaces floor was approved as an equal to the specified Mondo rubber floor. The difference between the two floors is that the Mondo rubber floor is six foot wide rolled goods versus Robbins, a multi-layer poured in place floor.

Per specification the following will be conducted as part of the project: 1) the existing flooring will be demolished, including shot blasting of the existing concrete 2) Moisture testing in the existing concrete slab 3) Sealing of the existing concrete slab and 4) 10 year warranty for the floor and floor striping.

The gymnasium is tentatively scheduled to be closed for construction for seven (7) weeks from April 27-June 12.

The City and the National Guard will mutually need to implement policies and procedures to protect the flooring for unexpected damage and to maintain the floor through its expected useful life. This will include signage outside the garage door of the area indicating no vehicles allowed without authorization as well as a requirement of the National Guard to use a protective floor covering underneath any vehicles driven into the gymnasium. The City will require all renters to load/unload outside of the gymnasium to try and alleviate any vehicular usage within the facility.

National Guard Armory
Gymnasium Floor Replacement
Bid Results

General Contractor	Sealed Bid Amount
Gladstone	\$148,600
Haldeman Homme	\$103,427
JS Cates	\$155,00
PMI Const	\$163,000
Uni Corp	\$161,000

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER APPLICATION FOR EXEMPT CHARITABLE GAMBLING – CHURCH OF THE HOLY TRINITY

Meeting Date: March 9, 2009
Item Type: Consent
Contact: 651.450.2513
Prepared by: Melissa Rheume
Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Approve application from Church of the Holy Trinity for an Exemption from Lawful Gambling Permit to conduct a raffle on April 17, 2009 at St. Patrick’s Catholic Church, 3535 72nd St. E.

SUMMARY:

The Church of the Holy Trinity has submitted an application for an exempt charitable gambling permit to conduct a raffle in conjunction with a gala fundraiser event on April 17, 2009. The event will be held at St. Patrick’s Catholic Church located at 3535 72nd Street East.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: March 9, 2009
 Item Type: Consent
 Contact: 651.450.2513
 Prepared by: Melissa Rheume
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED: Consider renewal of 3.2% Off Sale Liquor License for PDQ Store #212 located at 5440 S. Robert Trail.

SUMMARY:

On March 4, 2009 the City received an application for renewal of the 3.2% Off Sale Liquor License held by PDQ Store #212. A background investigation was completed by the Police Department and no basis for denial was found. The applicant also submitted the appropriate license fees and required liquor liability insurance documentation.

Because Council already held a public hearing to consider liquor license renewals on December 8, 2008 another hearing is not required as PDQ Store #212 was listed on the notice of public hearing and the opportunity for Council to receive public comment regarding renewal of the license was provided at that time.

Rachel LaReau, licensing specialist from PDQ Food Stores, Inc., indicated that the renewal application was not originally submitted due to an error in processing at the company's corporate level. Ms. LaReau apologized for the mistake and assured me that this would not be an issue going forward.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

SCHEDULE SPECIAL MEETINGS

Meeting Date: March 9, 2009
Item Type: Consent
Contact: Jenelle Teppen, Asst. City Admin
Prepared by:
Reviewed by: n/a

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

PURPOSE/ACTION REQUESTED Schedule two special meetings.

SUMMARY Staff requests that the Council set a special work session on Monday, March 30, 2009 and on Monday April 6, 2009, both at 5:30 p.m. in the City Council Chambers at City Hall.

On Monday, March 30, Staff proposes to review with the City Council and task force members the alternates included in the proposed public safety addition/city hall renovation project.

On Monday April 6, 2009 Staff proposes to have Steve Apfelbacher of Ehlers and Associates present to review the financing of the proposed project.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

APPROVE AGREEMENT WITH ELERT AND ASSOCIATES

Meeting Date: March 9, 2009
Item Type: Consent
Contact: JTeppen, Asst City Admin
Prepared by:
Reviewed by:

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

PURPOSE/ACTION REQUESTED Consider agreement with Elert and Associates to negotiate on behalf of the City with Qwest and Comcast for relocation of phone and cable lines.

SUMMARY The phone and cable lines need to be relocated. They are currently located in the ground under where the proposed public safety addition would be located.

Elert and Associates has proposed a not to exceed fee of \$4,000 to lead the negotiations with Qwest and Comcast. Elert has experience with both entities in these types of negotiations.

Elert indicates that Qwest will likely move the lines at no cost, while we will likely have to pay Comcast for relocation. The funds to for that are included in the overall project budget. The \$4,000 however, is not.

Staff proposes to fund this cost from the MIS Fund which currently has an unallocated fund balance of about \$1 million.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: March 9, 2009
Item Type: Consent
Contact: Jenelle Teppen, Asst. City Admin
Prepared by: Amy Brinkman, H.R. Coordinator
Reviewed by: n/a

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

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

Please confirm the seasonal/temporary employment of: Alix Pavlak

Please confirm the termination of seasonal/temporary employment of: Frank Vidmar

Please confirm the termination of employment of: Michael Rutkowski as Firefighter.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Adopting the Final Assessment Roll for City Project No. 2007-09E – 2007 Pavement Management Program – 46th Street East Bituminous Pavement Removal and Replacement Project

Meeting Date: March 9, 2009
 Item Type: Assessment Hearing
 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: Assessments, Pavement Management Fund

PURPOSE/ACTION REQUESTED

Consider a resolution adopting the final assessment roll for City Project No. 2007-09E – 2007 Pavement Management Program – 46th Street East Bituminous Pavement Removal and Replacement Project.

SUMMARY

The project included 46th Street East (6th Street South in South St. Paul), from Bower Path (13th Avenue South in South St. Paul) to 11th Avenue South in South St. Paul. The project was initiated by the City Council as part of the City’s Pavement Management Program (PMP) and ordered on May 29, 2007. The project responsibilities were defined by a Joint Powers Agreement between Inver Grove Heights and South St. Paul that was approved on May 29, 2007. South St. Paul was the lead agency for the project. The project included the removal of the existing bituminous pavement and aggregate base to a depth of four inches, subgrade correction where necessary, minor curb and gutter replacement, installation of four inches of new bituminous pavement and boulevard restoration. The total City cost for the project is \$20,424.21.

Five (5) parcels are proposed to be assessed (see Exhibit 1). Based on the PMP funding policy, the assessments are spread on a per lot basis for single-family residential property. The funding policy calls for a minimum City contribution of 20 percent of the project cost and an assessment term of five years. Historically, the Council has used a City contribution of 20 percent and a term of 5 years for mill and overlay projects, and 30 percent and 10 years for reconstruction projects. This project is more substantial than a mill and overlay and less so than a reconstruction. I recommend that the City contribution be 25 percent with a term of 10 years. The proposed assessment amount is \$15,318.15 (\$3,063.63 per parcel), with an interest rate of 5.8 percent. The City’s share of the cost (\$5,106.06) will come from the Pavement Management Fund (440).

A neighborhood information meeting was held on March 5, 2009. A summary of the discussions will be presented at the assessment hearing.

I recommend approving the resolution adopting the final assessment roll for City Project No. 2007-09E.

SDT/kf

- Attachments: Proposed Final Assessment Roll
 Exhibit 1 – Map of Properties to be Assessed
 Resolution Adopting Assessments

CITY PROJECT NO. 2007-09E
 46TH STREET EAST BITUMINOUS REMOVAL AND REPLACEMENT
 FINAL ASSESSMENT COSTS

PID NO.	OWNER NAME	PROPERTY ADDRESS		ASSESSMENT
206710001001	GREGORY & ROXANNE KRONICK	2760 46TH ST E	INVER GROVE HTS MN	55076-1122 \$3,063.63
206710002001	DAVID & NANCY E OSLAND	2778 46TH ST E	INVER GROVE HTS MN	55076-1122 \$3,063.63
206710003001	MICHAEL & BRENDA L VERWAY	2796 46TH ST E	INVER GROVE HTS MN	55076-1122 \$3,063.63
206710004001	ROBERTA RETTING	2828 46TH ST E	INVER GROVE HTS MN	55076-1150 \$3,063.63
206710005001	BARBARA HOUSLEY	2836 46TH ST E	INVER GROVE HTS MN	55076-1150 \$3,063.63
TOTAL				\$15,318.15

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

RESOLUTION ADOPTING THE ASSESSMENT ROLL FOR THE 2007 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2007-09E – 46TH STREET EAST BITUMINOUS PAVEMENT REMOVAL AND REPLACEMENT

RESOLUTION NO. _____

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met, heard and passed upon all objections to the proposed assessment for the improvements – City Project No. 2007-09E – 2007 Pavement Management Program, 46th Street East Bituminous Pavement Removal and Replacement.

Area

46th Street East, from Bower Path to 11th Avenue South (in South St. Paul)

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands herein, and each tract of land therein included is hereby found to be benefited by the proposed assessment levied against it.
2. Such assessment shall be payable in equal installments extending over a period of ten (10) years, the first of the installments to be payable on or before the first Monday in January 2010, and shall bear interest at the rate of (5.8%) per annum from the date of adoption of this assessment resolution. To the first installment shall be added interest for one year on all unpaid installments.
3. The owner of any property, so assessed, may at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within thirty days from the adoption of this resolution; and the owner may, at any time thereafter, pay to the County Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15, or interest will be charged through December 31 of the next succeeding year.
4. The Clerk, shall, forthwith, transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County, and such assessments shall be collected and paid over the same manner as other municipal taxes.

Adopted by the City Council of Inver Grove Heights this 9th day of March 2009.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

BEAUCLAIR; Consider adopting the following resolution for the property located at 8335 Cooper Way E, Inver Grove Heights, MN.

Meeting Date: March 9, 2009
 Item Type: Regular Agenda
 Contact: Jenn Emmerich; 651.450.2553
 Prepared by: Jenn Emmerich, Asst. City Planner
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

- a) Consider approving or denying a variance to exceed the allowed maximum impervious coverage to construct a home addition.
- Requires 3/5th's vote.
 - 60-day deadline: April 3, 2009

SUMMARY

The applicants have submitted a variance request to construct a home addition that would exceed the allowed maximum impervious coverage on their 13,750 square foot, R-1C, Single Family Residential zoned lot. City Code allows for 20% (2,750 square feet) of impervious coverage on lots zoned R-1C, Single Family Residential. Currently the lot features 23% (3,270 square feet) of impervious coverage which is comprised of the applicant's home, garage and driveway. The applicants are requesting an additional 568 square feet of impervious coverage to construct a family room and a mud room. If approved, the total impervious coverage would be 28% (3,838 square feet). The proposed addition would meet all other applicable zoning standards.

RECOMMENDATION

Analysis The property does not have any conditions that make it unique for the zoning district it is in. Furthermore, the applicant is not being denied reasonable use of the property as the lot currently features a large single-family home and attached garage. Lastly, granting the variance could set precedence.

Engineering Department: The Engineering Department reviewed the application. Their recommended conditions for approval are attached.

Planning Staff Recommends denial of the variance request.

Planning Commission Recommends approval of the request (5-2), stating that the hardship is that the property was in compliance prior to the recent zoning ordinance amendment. Considering that the City is in the process of reviewing that ordinance, the Planning Commission felt that the property owner should be allowed to have 30% of impervious coverage.

- Attachments
- Variance Denial Resolution
 - Variance Approval Resolution
 - Planning Commission Recommendation
 - Planning Report

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

RESOLUTION NO. _____

**RESOLUTION DENYING A VARIANCE TO CONSTRUCT A HOME ADDITION THAT
WOULD EXCEED THE ALLOWED MAXIMUM IMPERVIOUS COVERAGE.**

**CASE NO. 09-05V
(Beauclair)**

Property located at 8335 Cooper Way E and legally described as follows:

Lot 12, Block 3 of Sleepy Hollow, of Dakota County, Minnesota

WHEREAS, an application has been received for a Variance from the allowed maximum impervious coverage standard to construct a 568 square foot home addition;

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

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the Zoning Code (City Code Section 515) and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code Section 515.40, Subd. 3A;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on March 3, 2009 in accordance with City Code Section 515.40, Subd. 3C;

WHEREAS, a hardship, was not found to exist and the variance request is a convenience for the applicant. The property does not have any conditions that make it unique for the zoning district it is in. Furthermore, the applicant is not being denied reasonable use of the property as the lot currently features a large single-family home and attached garage.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to construct a 568 square foot home addition is hereby denied.

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

Adopted by the City Council of Inver Grove Heights this 9th day of March 2009.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Melissa Rheaume, Deputy Clerk

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A VARIANCE TO CONSTRUCT A HOME
ADDITION THAT WOULD EXCEED THE ALLOWED MAXIMUM IMPERVIOUS
COVERAGE.**

**CASE NO. 09-05V
(Beauclair)**

Property located at 8335 Cooper Way E and legally described as follows:

Lot 12, Block 3 of Sleepy Hollow, of Dakota County, Minnesota

WHEREAS, an application has been received for a Variance from the allowed maximum impervious coverage standard to construct a 568 square foot home addition;

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

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the Zoning Code (City Code Section 515) and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code Section 515.40, Subd. 3A;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on March 3, 2009 in accordance with City Code Section 515.40, Subd. 3C;

WHEREAS, a hardship, was found to exist not based on economic reasons. Rather the hardship is that the request would have been in compliance with the ordinance prior to its modification. Furthermore, constructing the addition as a second story would make the house be out of character with the other homes in the neighborhood.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to construct a 568 square foot home addition is hereby approved with the following conditions:

1. The site shall be developed in substantial conformance with the site plan dated February 2, 2009 on file with the Planning Department.
2. The applicant/homeowner shall mitigate the storm water footprint by treating the increased storm water runoff from the additional impervious surface being added which is above the current impervious space requirement of 20%. Prior to issuance of the building permit, the impervious surface calculations for existing and proposed conditions shall be submitted by the applicant and verified by Planning.
3. A signed and notarized storm water facilities maintenance agreement as approved by the City Attorney and Public Works Director shall be submitted prior to issuance of the building permit. The City Attorney will draft the agreement and fees associated with drafting and recording the agreement will be withdrawn from the Engineering Escrow up to the amount approved.
4. An Engineering Escrow in the amount \$565 (or \$1/sf of the additional impervious space to be treated, whichever is greater) shall be submitted prior to issuance of the building permit. Engineering review, field inspections, City Attorney and non-compliant erosion control expenses shall be drawn from the Engineering Escrow. Any amount of escrow not utilized shall be returned to the Applicant/Owner when the Engineering Division deems the project complete (facilities properly constructed and turf established).
5. The Engineering Division will provide the rain garden size, depth, and standard detail for the rain garden feature based on new standards currently being developed. The standards will incorporate sizing the rain garden according to the soil type and infiltration capability. This method of addressing additional impervious space for single family resident additions is being proposed to reduce the burden, costs, and time for single family residents to mitigate the storm water footprint when requesting variances to exceed the impervious space requirements.
6. The Engineering Division will field verify the location of the rain garden in the field with the owner/developer, to include a visual investigation of underlying soils as exposed by the owner. The field investigation will determine the proper location and size of the rain garden in order for it to receive sufficient storm water runoff for treatment.

7. The erosion control and storm water management plan should capture and route storm water runoff in a manner that does not adversely impact the adjoining or downstream properties.
8. Due to the early request for issuance of a building permit during the winter season, the Public Works Director is requesting an additional \$1500 cash assurance in the form of an escrow to be submitted prior to issuance of the building permit. The cash assurance will be refunded in full when the rain garden is constructed, planted and approved by the Public Works Director.

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 9th day of March, 2009.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Melissa Rheaume, Deputy Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: March 3, 2009
SUBJECT: **BEAUCLAIR CONSTRUCTION – CASE NO. 09-05V**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a variance to exceed the allowed maximum impervious coverage to construct an addition onto an existing home for the property located at 8335 Cooper Way East. 5 notices were mailed.

Presentation of Request

Jennifer Emmerich, Assistant Planner, explained the request as detailed in the report. Ms. Emmerich advised that the applicants have submitted a variance request to construct a home addition that would exceed the allowed maximum impervious coverage on their 13,750 square foot, R-1C Single Family Residential zoned lot. She advised that City Code allows for 20% of impervious coverage whereas currently the lot features 23%. The applicants are requesting an additional 568 square feet of impervious which would increase the total to 28%. Ms. Emmerich advised that planning staff is recommending denial as they do not feel the request meets the variance criterion. She noted that the conditions listed in the report are more detailed than Commissioners have seen in the past, and advised they are the standard conditions for future requests and are more detailed so as to make property owners more aware of what would be expected of them if the variance was approved.

Chair Bartholomew asked how this property got to be 23% impervious when only 20% is allowed.

Ms. Emmerich responded that when the home was built it was in compliance with the previous City Code which allowed the lesser of 4,000 square feet or 30%.

Chair Bartholomew asked if the proposed 3,838 square feet of impervious coverage would have complied with the previous City Code, to which Ms. Emmerich replied in the affirmative.

Chair Bartholomew noted that one of the conditions called for a rain garden and he asked if the City was going to start promoting rain gardens for all developments or if that was specific to this property.

Ms. Emmerich advised that the applicant may have specifically requested a rain garden for this property, but noted that variances that have been approved in the past have required rain gardens as a means of mitigating excess stormwater.

Commissioner Wippermann noted that the Planning Commission recommended allowing up to 30% impervious coverage for R-1C zoned lots, and he questioned how the figure of 20% was arrived at.

Ms. Emmerich replied that a study was done of a few developments in Inver Grove Heights and it was determined that 20% impervious coverage was what the stormwater systems in the subject developments could handle. She advised that a more comprehensive study was now being done to determine whether that figure should be modified.

Commissioner Wippermann questioned why the City allowed only 20% impervious coverage whereas the State shoreline guidelines allowed 25% impervious coverage.

Ms. Emmerich advised that the focus of the ordinance amendment was on large lots in the R districts, and that it was determined that 20% impervious coverage was sufficient for 20,000 square foot lots. She advised that those study results were not received until just prior to the Council meeting and it ended up resulting in some unanticipated ramifications.

Tom Link, Director of Community Development, advised that in researching the impervious surface ordinance amendment staff looked at 4-5 different types of neighborhoods. At that time Engineering was concerned because some of the neighborhoods contained more public and private impervious surface than the stormwater system was designed for. Therefore they recommended 20% maximum impervious coverage. Engineering is now in the process of doing a more comprehensive study.

Opening of Public Hearing

Kim Beauclair, 3120 - 68th Street East, stated he was available to answer questions.

Chair Bartholomew asked if the applicants specifically requested a rain garden.

Mr. Beauclair stated they did not, but that his understanding was that the City's Engineering Department was recommending the rain garden as a means of handling excess stormwater from the proposed additional impervious coverage.

Chair Bartholomew advised that without a clear hardship it would be difficult for the Planning Commission to approve the variance.

Mr. Beauclair stated that the hardship is that the homeowners' expanding family has outgrown the home and additional room is needed. He stated they considered adding a second story but feel it would not fit in with the neighborhood. Mr. Beauclair stated that the recent change to the ordinance created a need for this variance as the proposed addition would have been in compliance with the previous regulations.

Chair Bartholomew asked if this neighborhood was one of the 4-5 reviewed for the ordinance change, to which Mr. Link replied he was unsure.

Mr. Beauclair stated that the homeowners would be agreeable with constructing a rain garden.

Commissioner Wippermann asked if the homeowners were in the process of removing a deck from the rear of their home, to which Mr. Beauclair replied in the affirmative.

Commissioner Simon asked if adding a second story, but not changing the footprint, would negate the need for a variance, to which Ms. Emmerich replied in the affirmative.

Planning Commission Discussion

Chair Bartholomew asked if the City Code prohibited a second story.

Ms. Emmerich replied it did not, but that staff felt a second story would be out of character for the neighborhood.

Commissioner Roth recommended that the aforementioned broader impervious coverage study be expedited since this issue comes up repeatedly, and he agreed that a two story home would not fit with the neighborhood.

Chair Bartholomew asked if perhaps this request could be tabled until the completion of the study.

Ms. Emmerich advised that the applicants are expecting another baby soon and would like to get construction started as soon as possible.

Planning Commission Recommendation

Motion by Commissioner Simon, second by Chair Bartholomew, to deny the request for a variance to exceed the allowed maximum impervious coverage to construct an addition onto an existing home located at 8335 Cooper Way East.

Motion failed (3/4 - Wippermann, Schaeffer, Gooch, Bartholomew).

Chair Bartholomew stated he was concerned by the fact that the applicants were in compliance with the previous code and that the recent modification to that code had basically forced the Commission to deny the request due to lack of hardship

Motion by Commissioner Gooch, second by Commissioner Schaeffer, to approve the request for a variance to exceed the allowed maximum impervious coverage to construct an addition onto an existing home located at 8335 Cooper Way East, with the conditions listed in the report, and the hardship being that if the City Code regulations had not recently changed this home and the proposed addition would be in compliance.

Motion carried (5/2 – Simon, Scales). This matter goes to the City Council on March 9, 2009.

EVALUATION OF REQUEST:

As indicated earlier, the applicant is requesting a variance to exceed the maximum allowed impervious coverage to construct an addition. City Code Section 515.59, states that the City Council may grant variances in instances where practical difficulties exist or where a hardship would be imposed upon the property owner if the code were strictly enforced. In order to grant the requested variances, the City Code identifies several criteria which are to be considered. The applicant's request is reviewed below against those criteria.

- a. *Special conditions apply to the structure or land in question which are peculiar to such property or immediately adjoining property, and do not apply generally to other land or structures in the district in which said land is located.*

The general intent of this standard is to limit the precedent that could be set if the variance was granted. The property does not have any special conditions that make it unique. However, the proposed addition is small and the excess impervious coverage is marginal. Furthermore, staff would prefer that the applicants construct the addition as proposed and not as a second story addition, as the resulting structure would not fit in with the surrounding homes. Most of the homes in the neighborhood are split levels, not two-story homes. Lastly, the lot is large enough that the additional impervious coverage would not have a negative impact on the adjoining neighbors.

- b. *The granting of the application will not be contrary to the intent of the Zoning Code or the Comprehensive Plan.*

The application is not contrary to the Comprehensive Plan as the future land use is Low Density Residential.

- c. *The granting of such variance is necessary as a result of a demonstrated undue hardship or difficulty, and will not merely serve as a convenience to the applicant.*

There is no hardship relating to the request as the property owners are not being prevented reasonable residential use of their property. The lot currently features a single family and attached garage. However, the addition being requested is not unreasonably large and the resulting home would fit in with the character of the neighborhood. Additionally, the request would have been within the confines of the former impervious coverage ordinance and staff is in the process of reviewing the new impervious coverage standard.

- d. *Economic considerations alone do not constitute an undue hardship.*

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

ENGINEERING REVIEW

The Engineering Department has reviewed the request. Their recommendation is attached.

ALTERNATIVES

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

- A. **Approval.** If the Planning Commission favors the requested Variance, the Commission should recommend approval of the request with at least the following conditions:
1. The site shall be developed in substantial conformance with the site plan dated February 2, 2009 on file with the Planning Department.
 2. The applicant/homeowner shall mitigate the storm water footprint by treating the increased storm water runoff from the additional impervious surface being added which is above the current impervious space requirement of 20%. Prior to issuance of the building permit, the impervious surface calculations for existing and proposed conditions shall be submitted by the applicant and verified by Planning.
 3. A signed and notarized storm water facilities maintenance agreement as approved by the City Attorney and Public Works Director shall be submitted prior to issuance of the building permit. The City Attorney will draft the agreement and fees associated with drafting and recording the agreement will be withdrawn from the Engineering Escrow up to the amount approved.
 4. An Engineering Escrow in the amount \$565 (or \$1/sf of the additional impervious space to be treated, whichever is greater) shall be submitted prior to issuance of the building permit. Engineering review, field inspections, City Attorney and non-compliant erosion control expenses shall be drawn from the Engineering Escrow. Any amount of escrow not utilized shall be returned to the Applicant/Owner when the Engineering Division deems the project complete (facilities properly constructed and turf established).
 5. The Engineering Division will provide the rain garden size, depth, and standard detail for the rain garden feature based on new standards currently being developed. The standards will incorporate sizing the rain garden according to the soil type and infiltration capability. This method of addressing additional impervious space for single family resident additions is being proposed to reduce the burden, costs, and time for single family residents to mitigate the storm water footprint when requesting variances to exceed the impervious space requirements.
 6. The Engineering Division will field verify the location of the rain garden in the field with the owner/developer, to include a visual investigation of underlying soils as exposed by the owner. The field investigation will determine the proper

location and size of the rain garden in order for it to receive sufficient storm water runoff for treatment.

7. The erosion control and storm water management plan should capture and route storm water runoff in a manner that does not adversely impact the adjoining or downstream properties.

B. Denial. If the Planning Commission does not favor the proposed application, the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

Staff believes that the variance criterion has not been met and therefore Staff recommends denial of the variance as presented.

Attachments: Exhibit A – Location/Zoning Map
Exhibit B – Applicant Narrative
Exhibit C – Site Plan
Exhibit D – Engineering Department Recommendation

Application for Variance for 8335 Cooper Way E

I am requesting a variance for exceeding hard surface area for a mud room and family room addition. I am proposing the addition of a 24' X 20' mud family room and 8' X 11' mudroom onto the clients existing house. Granting this variance would allow us to build a family room and mud room addition.

The hard surface cover is currently 25.6 % of lot coverage. We are requesting an approval of up to 29.5 % lot coverage to allow for the additions.

The owners are expecting the birth of their fourth child in April. They currently need to convert their family room into a bedroom for the expectant baby. They also need to add additional mud room space for boots and clothes for their growing children. The loss of their family room creates a hardship for the family.

They have reviewed several options that would not require a variance; adding a second story. They felt this would not fit the character of the neighborhood. Another option was moving: considering the real estate market and the loss of their neighborhood friends – this was not a viable option.

They would prefer to stay in the neighborhood and add onto their house.

By granting the variance, we would be able to add a family room and mud room onto the house. Overall this project would allow us to maintain or improve neighborhood property values and give us the space needed for keeping a growing family in the neighborhood.

Thank you for your consideration.

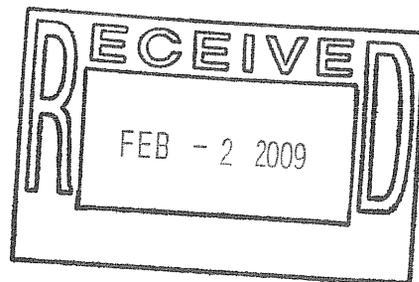
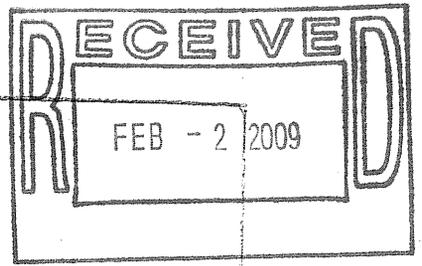
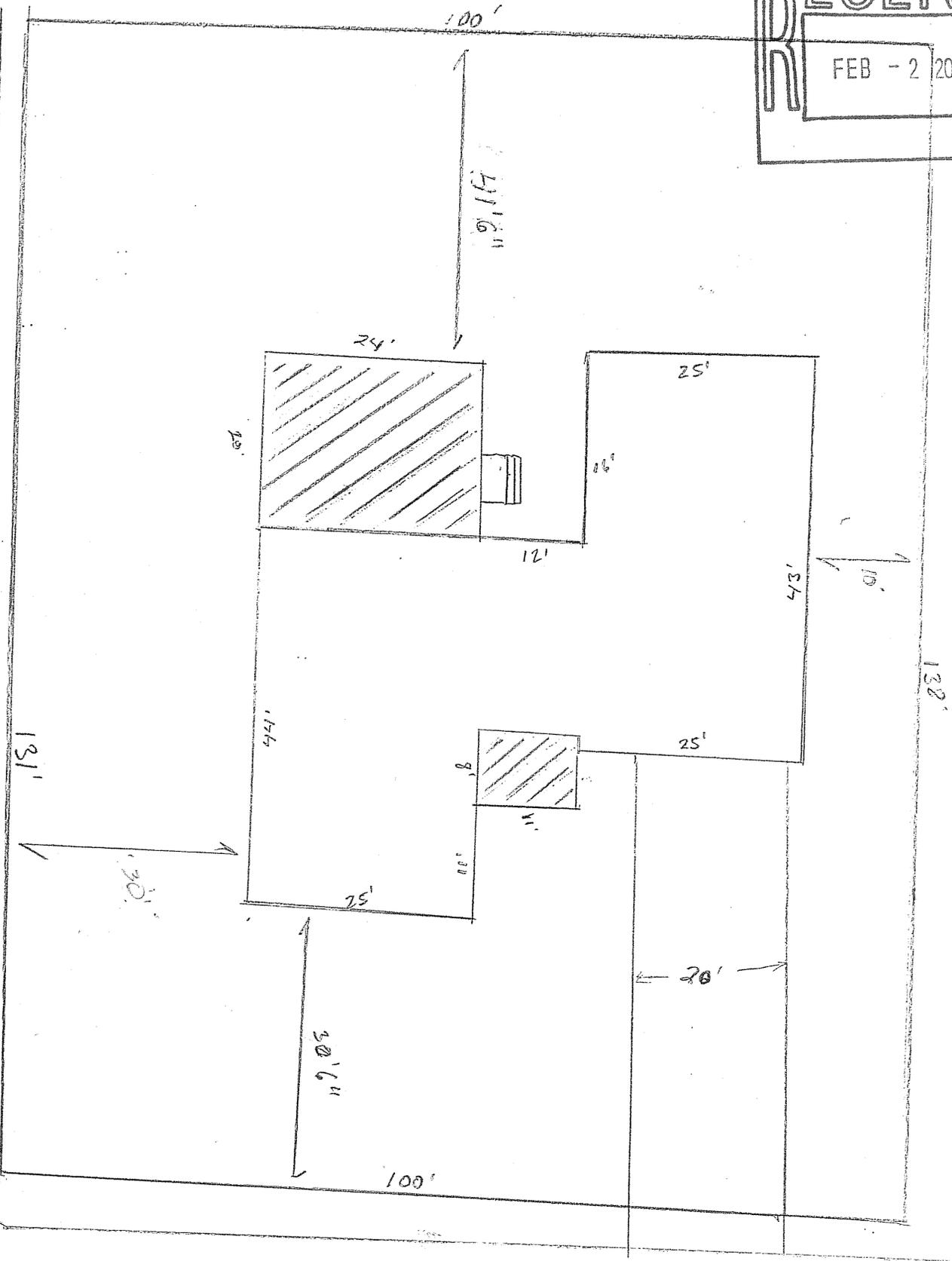


EXHIBIT B



Scale 1/16" = 10'
8335 Cooper Way E.



Cooper Way East

Exhibit C

MEMORANDUM

CITY OF INVER GROVE HEIGHTS

TO: Jennifer Emmerich, Assistant Planner

FROM: Steve W. Dodge, Assistant City Engineer

DATE: March 4, 2009

RE: Planning Committee - Engineering Division Comments (Revision 1)
Beauclair Construction Impervious Coverage Variance
8335 Cooper Way East
Case No. 09-05V

We have received the above referenced application, met with the applicant on February 11, met with the owner on February 13, and have the following recommendations:

1. The applicant/homeowner shall mitigate the storm water footprint by treating the increased storm water runoff from the additional impervious surface being added which is above the current impervious space requirement of 20%. Prior to issuance of the building permit, the impervious surface calculations for existing and proposed conditions shall be submitted by the applicant and verified by Planning.
2. A signed and notarized storm water facilities maintenance agreement as approved by the City Attorney and Public Works Director shall be submitted prior to issuance of the building permit. The City Attorney will draft the agreement and fees associated with drafting and recording the agreement will be withdrawn from the Engineering Escrow up to the amount approved.
3. An Engineering Escrow in the amount \$565 (or \$1/sf of the additional impervious space to be treated, whichever is greater) shall be submitted prior to issuance of the building permit. Engineering review, field inspections, City Attorney and non-compliant erosion control expenses shall be drawn from the Engineering Escrow. Any amount of escrow not utilized shall be returned to the Applicant/Owner when the Engineering Division deems the project complete (facilities properly constructed and turf established).
4. The Engineering Division will provide the raingarden size, depth, and standard detail for the rain garden feature based on new standards currently being developed. The standards will incorporate sizing the rain garden according to the soil type and infiltration capability. This method of addressing additional impervious space for single family resident additions is being proposed to reduce the burden, costs, and time for single family residents to mitigate the storm water footprint when requesting variances to exceed the impervious space requirements.
5. The Engineering Division will field verify the location of the rain garden in the field with the owner/developer, to include a visual investigation of underlying soils as exposed by the owner. The field investigation will determine the proper location and size of the rain garden in order for it to receive sufficient storm water runoff for treatment.
6. The erosion control and storm water management plan should capture and route storm water runoff in a manner that does not adversely impact the adjoining or downstream properties.
7. Due to the early request for issuance of a building permit during the winter season, the Public Works Director is requesting an additional \$1500 cash assurance in the form of an escrow to be submitted prior to issuance of the building permit. The cash assurance will be refunded in full when the raingarden is constructed, planted and approved by the Public Works Director.

CC: Scott Thureen, City Engineer
Allan Hunting, City Planner

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

APPROVE ADDITIONAL SERVICES COMPENSATION

Meeting Date: March 9, 2009
 Item Type: Regular
 Contact: JTeppen, Asst City Admin
 Prepared by:
 Reviewed by:

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

PURPOSE/ACTION REQUESTED Approve additional services compensation to BKV Group for items outside the contract for architectural services for the proposed public safety addition/city hall renovation.

SUMMARY The City and BKV Group signed an agreement for architectural services for the proposed public safety addition/city hall renovation. There were items outside of that contact that the City Council asked BKV Group to include during the design development phase. There are also items that were included in that original contact that the City Council removed from the project and for those we receive a credit.

I have detailed the credits and charges below and have attached the letter from BKV that requests the compensation.

Credits:

Greenroof at Public Safety	\$4,630
Greenroof at Lobby	\$3,360
Bike Commuter Facilities	\$5,784
Total Credits	\$13,774

Additions

Additional Basement Storage Construction	\$27,966
Generator and Switch Gear System	\$6,780
High Speed Garage Doors	\$3,436
Clock System	\$3,056
Total Additions	\$41,238

Total adjustment to compensation \$27,464

We have budgeted \$37,000 to cover additional services. As with all invoices, the KOMA Owner’s Rep team has reviewed this invoice and approves it.



Architecture
Interior Design
Engineering

Boarman
Kroos
Vogel
Group
Inc.

222 North Second Street
Minneapolis, MN 55401
Direct: 612.373.9131
Main: 612.339.3752
Facsimile: 612.339.6212

February 17, 2009

Linda McCracken-Hunt
Owner's Representative
Studio Five Architects
1170 Ford Centre
420 North 5th Street
Minneapolis, MN 55401

Re: Professional Services Additional Services # 1 – Inver Grove Heights Public Safety and City Hall, Fee adjustment for Approved Design Development Project Scope.

Dear Ms. McCracken-Hunt:

Per the recent discussions on this topic, BKV Group is submitting this supplemental agreement for the additional services for the additional design, documentation, and construction administration on this project for project scope approved at the completion of Design Development beyond those of the original contract.

The scope of work includes the addition of new construction for basement storage space, the inclusion of an increased generator and switch gear system design, the inclusion of high-speed bi-fold squad doors, and the inclusion of a central clock system. Also included in this supplemental agreement are credits for work scope reductions from the original agreement related to the elimination of the greenroof areas and the bike commuter facilities. The credits associated with the greenroof areas do not include a credit for the structural engineering portion of this work through the Construction Document and Construction Administration phases as the structural enhancements will continue to be incorporated into the project as they relate to future plans for installation of the greenroof systems or future vertical expansion concepts. The following summarizes total changes to the compensation for professional services:

Credits

- 1. Credit for Greenroof at Public Safety: \$ (4,630)
 - Managing Architect: 2 hours x \$140 = \$280
 - Project Architect: 10 hours x \$95 = \$950
 - Landscape Architect: 16 hours x \$90 = \$1,440
 - Construction Phase:
 - Construction Administrator: 4 hours x \$130 = \$520
 - Landscape Architect: 16 hours x \$90 = \$1,440

- 2. Credit for Greenroof at Lobby: \$ (3,360)
 - Managing Architect: 2 hours x \$140 = \$280
 - Project Architect: 8 hours x \$95 = \$760
 - Landscape Architect: 10 hours x \$90 = \$900
 - Construction Phase:
 - Construction Administrator: 4 hours x \$130 = \$520
 - Landscape Architect: 10 hours x \$90 = \$900

- 3. Credit for Bike Commuter Facilities: \$ (5,784)
 - Managing Architect: 4 hours x \$140 = \$560
 - Project Architect: 8 hours x \$95 = \$760
 - Intern Architect: 16 hours x \$68 = \$1,088
 - Interior Designer: 8 hours x \$102 = \$816



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Mechanical Engineer: 8 hours x \$110 = \$880
Electrical Engineer: 4 hours x \$130 = \$520
Construction Phase:
Construction Administrator: 6 hours x \$130 = \$780
Project Architect: 4 hours x \$95 = \$380

Total Credits: \$(13,774)

Additions

4. Additional Basement Storage Construction: \$ 27,966

Managing Architect: 16 hours x \$140 = \$2,240
Project Architect: 40 hours x \$95 = \$3,800
Intern Architect: 40 hours x \$68 = \$2,720
Interior Designer: 2 hours x \$102 = \$204
Mechanical Engineer: 22 hours x \$110 = \$2,420
Electrical Engineer: 12 hours x \$130 = \$1,560
Structural Engineer: 54 hours x \$130 = \$7,020
Construction Phase:
Construction Administrator: 20 hours x \$130 = \$2,600
Managing Architect: 2 hours x \$140 = \$280
Project Architect: 8 hours x \$95 = \$760
Interior Designer: 1 hours x \$102 = \$102
Mechanical Engineer: 8 hours x \$110 = \$880
Electrical Engineer: 6 hours x \$130 = \$780
Structural Engineer: 20 hours x \$130 = \$2,600

5. Generator and Switch Gear System: \$ 6,780

Managing Architect: 2 hours x \$140 = \$280
Electrical Engineer: 40 hours x \$130 = \$5,200
Construction Phase:
Construction Administrator: 2 hours x \$130 = \$260
Electrical Engineer: 8 hours x \$130 = \$1,040

6. High-Speed Garage Doors: \$ 3,436

Managing Architect: 2 hours x \$140 = \$280
Project Architect: 16 hours x \$95 = \$1,520
Specification Writer: 4 hours x \$144 = \$576
Electrical Engineer: 2 hours x \$130 = \$260
Construction Phase:
Construction Administrator: 2 hours x \$130 = \$260
Managing Architect: 2 hours x \$140 = \$280
Electrical Engineer: 2 hours x \$130 = \$260

7. Clock System: \$ 3,056

Managing Architect: 1 hours x \$140 = \$140
Electrical Engineer: 8 hours x \$130 = \$1,040
Specification Writer: 4 hours x \$144 = \$576
Construction Phase:
Construction Administrator: 2 hours x \$130 = \$260
Electrical Engineer: 8 hours x \$130 = \$1,040

Total Additions: \$41,238



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Total Adjustment to Compensation:

\$27,464

To reflect this change in project scope and total compensation, please have an appropriate representative of the City sign this document and return to BKV Group signifying modification to our agreement for services.

If you have any questions, or need clarification, please feel free to contact me at 612-373-9131.

Sincerely,
BKV Group

Accepted
City of Inver Grove Heights

Ted Redmond, AIA Date 2/17/09
Managing Partner

Authorized Signature Date

CC: John Love, BKV Group
 Lois Bullock, BKV Group

**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

TO: Inver Grove Heights Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: March 9, 2009
**RE: PropertyRoom.com Agreement and Ordinance Regarding Disposal of
Property
Our File No. 81000.070000**

Section 1. Clarification Regarding PropertyRoom.com Agreement. This memorandum seeks to clarify two points with respect to the February 23, 2009 Memo (the "Previous Memo") and the proposed PropertyRoom.com ("PRC") Agreement.

First, the Previous Memo mistakenly stated that the initial term of the PRC Agreement was a three (3) year term, with automatic one (1) year renewal terms. That information was incorrect.

In researching this matter and preparing the materials for the City Council Meeting, including the Previous Memo regarding the PRC Agreement and the proposed ordinance regarding disposition of City property, we reviewed existing agreements between PRC and other municipalities to verify whether the contract had been modified by the other municipalities. In one of those agreements, an initial three (3) year term had been utilized and that term was mistakenly referenced in the Previous Memo. **The proposed Agreement between PRC and the City actually provides for an initial term of one (1) year, with one (1) year renewal terms unless a party provides a sixty (60) day termination notice.**

Second, in the Previous Memo, we indicated that the City is not obligated to dispose of property, whether surplus, seized or unclaimed property, through PRC. While Section 1 of the Agreement clearly states the City may choose which property it provides to PRC for disposal, the language of Section 8, regarding the Owner's (the City) obligations is not as clear with respect to whether all property must be disposed of through PRC. Accordingly, we have discussed the matter with PRC and PRC has agreed to our proposed revision of Paragraph 8 of the Agreement, which

states that the **City may choose which property** it provides to PRC for disposal services and that the agreement for disposal services with PRC is not an exclusive agreement.

Attached is the PRC Agreement, along with the revised Addendum for the Council's consideration.

Section 2. Recommendation. The Council is asked to consider the third 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.

TJK:mes
Attachments

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
<p>_____</p> <p>Owner Name</p> <p>_____</p> <p>Address</p> <p>_____</p> <p>City, State Zip Code</p> <p>_____</p> <p>Phone</p> <p>_____</p> <p>Email</p>	<p>Mark included attachments:</p> <p>Terms and Conditions Yes</p> <p>Addendums: Yes</p> <p>_____</p>

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 Name

Signor Title

Signor Title

Signature

Signature

Signature Date

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 ÷ 2) for Credit Cost and \$2.40 each (\$4.80 ÷ 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

Retail Diesel (per gal)	Fuel Surcharge*
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 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 to 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 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

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:

This Section is hereby Deleted in its Entirety and shall now read as follows:

Owner is under no obligation to provide PRC with all of its unclaimed, seized and surplus property for Disposition Services. Owner may, in its sole discretion, designate which specific items of property it provides to PRC for Disposition Services and which specific items of property it may otherwise dispose of. This Agreement is a non-exclusive agreement. For those items that Owner chooses to dispose of through PRC, 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 may agree to place a permanent clickable link (the "link") to www.PropertyRoom.com to one or more Owner websites. PRC will supply Link technology 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.

for "Owner"

Date

for PropertyRoom.com Inc

Date