

INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, MAY 11, 2009
8150 BARBARA AVENUE
7:30 P.M.

1. CALL TO ORDER

2. ROLL CALL

3. PRESENTATIONS:

A. 2008 CAFR/MGMT Letter

B. City Engineer Introduction

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 – April 27, 2009 Regular Council Meeting _____

B. Resolution Approving Disbursements for Period Ending May 6, 2009 _____

C. Final Compensating Change Order No. 3, Final Pay Voucher No. 5, Engineer’s Final Report and Resolution Accepting Work for City Project No. 2005-11 – 65th Street East & Delaney Avenue East Street Improvements _____

D. Authorize Advertisement for Request for Proposal for Contracted Custodial Services for City Facilities _____

E. Approve Material Testing and Special Inspections Contract for Construction of Public Safety Addition/City Hall Renovation _____

F. Approve Contract with Fireman’s Fund Insurance for Builder’s Risk Insurance for City Project 2008-18 Public Safety Addition/City Hall Renovation _____

G. Approve Coca Cola Beverage Agreement _____

H. Accept Donations to the Inver Grove Heights Police & Fire Departments _____

I. 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 Request to Transfer Off-Sale Intoxicating Liquor License to Yager Group, Inc. for Arbor Pointe Liquors, 9084 Buchanan Trail _____

- B. **CITY OF INVER GROVE HEIGHTS**; Consider a Resolution Ordering Improvements, Approving Plans and Specifications and Authorizing Advertisement for Bid for City Project No. 2008-09F, Salem Hills Farm Reconstruction/Mill and Overlay _____

7. **REGULAR AGENDA:**

FINANCE:

- A. **CITY OF INVER GROVE HEIGHTS**; Consider Resolutions Awarding the Sale of General Obligation Capital Improvement Bonds, Series 2009A _____

COMMUNITY DEVELOPMENT:

- B. **CITY OF INVER GROVE HEIGHTS**; Consider Resolution Authorizing Submittal of the Inver Grove Heights Comprehensive Plan to the Metropolitan Council _____
- C. **OLI SMITH**; Consider a Resolution relating to a Variance to exceed allowed maximum impervious surface coverage for a porch addition for property located at 10857 Andes Circle _____
- D. **MGT DEVELOPMENT**; Consider a PUD Amendment to the Site Plan for Lot 1, Block 1, Argenta Hills located on the north side of Hwy 52/55, west of Hwy. 3 _____

ADMINISTRATION:

- E. **CITY OF INVER GROVE HEIGHTS**; Consider Authorizing the City Administrator to Approve Change Order Requests for Public Safety Addition/City Hall Renovation Construction in an Amount Up to \$15,000 _____

PUBLIC WORKS:

- F. **CITY OF INVER GROVE HEIGHTS**; Consider Resolution Accepting Bids and Awarding Contract for 2009 Pavement Management Program, City Project No. 2009-09D, South Grove Urban Street Reconstruction Area 4 _____
- G. **CITY OF INVER GROVE HEIGHTS**; Consider Resolution Accepting Proposal from American Engineering Testing, Inc. for Geotechnical Testing Services for the 2009 Pavement Management Program, City Project No. 2009-09D, South Grove Urban Street Reconstruction Area 4 _____
- H. **CITY OF INVER GROVE HEIGHTS**; Consider Resolution Accepting Proposal from Gorman Surveying, Inc. for Construction Staking Services for the 2009 Pavement Management Program, City Project No. 2009-09D, South Grove Urban Street Reconstruction Area 4 _____
- I. **CITY OF INVER GROVE HEIGHTS**; Consider Resolution Receiving Feasibility Report and Scheduling Public Hearing for City Project No. 2009-11, Concord Boulevard Improvement, from 65th Street East to the Corporate Boundary with the City of South St. Paul _____

8. **MAYOR AND COUNCIL COMMENTS**

9. **ADJOURN**

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Presentation of Comprehensive Annual Financial Report for the Year Ended December 31, 2008 and the Auditor’s Management Letter and Reports on Compliance with Governmental Auditing Standards and Minnesota Statutes

Meeting Date: May 11, 2009
Item Type: Presentation
Contact: Ann Lanoue, Finance Director
Prepared by: Ann Lanoue 651-450-2517
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: To accept the Comprehensive Annual Financial Report (CAFR), the Auditor’s Management Letter and Reports on Compliance with Government Auditing Standards and Legal Compliance for the year ended December 31, 2008.

SUMMARY: Each year the City contracts with an independent Certified Public Accounting firm to audit the City’s Comprehensive Annual Financial Report (CAFR). Kern, DeWenter, Viere, Ltd. performed the audit for the 2008 CAFR. They have issued an unqualified (clean) opinion on the City’s financial statements. This is the highest form of assurance a Certified Public Accounting Firm can issue. In addition to the CAFR, the Auditor’s Management Letter and Reports on Compliance with Government Auditing Standards and Legal Compliance are enclosed with this memo.

In reviewing the CAFR, I suggest reading the *Letter of Transmittal* which begins on page 3 in the Introductory Section of the report, *Management’s Discussion and Analysis (MD&A)* which begins on page 17 in the Financial Section of the report, and the *Notes to the Financial Statements* which begin on page 41 in the Financial Section of the report.

The auditors did note a material weakness and a significant deficiency (new terminology) in conducting the audit. The material weakness relates to the audit adjustment for investments. In marking our investments to market value, we had a misstatement that the auditors considered material. This was corrected. In the future we will have another staff member, who does not do any of the accounting for investments review this prior to inclusion in the financial report. The significant deficiency was “Lack of Segregation of Accounting Duties”. Under the new audit standards the auditors need to cite examples based on their review and testing of the City’s internal controls. This is a comment that we will most likely receive every year. The City’s responses to the comments are included in the auditor’s “Report on Matters Identified as a Result of the Audit of the Financial Statements”.

Steve Wischmann, CPA from Kern, DeWenter, Viere, Ltd. will be present at the study session and at the City Council meeting to discuss these reports.

We will be submitting the CAFR to the Government Finance Officers Association for the Certificate of Achievement for Excellence in Financial Reporting. This will be the 23rd year that we have participated in this program. We will also put the CAFR on the City’s website.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, APRIL 27, 2009 - 8150 BARBARA AVENUE**

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, April 27, 2009, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:30 p.m. Present were Council members Grannis, Klein, Madden, and Piekarski Krech; City Administrator Lynch, 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:

A. Resolution Accepting JAR Bridge Sign and Recognition of Mr. James Huffman

Jim Huffman, 4237 Denton Way, explained that he requested permission from Dakota County for the City to receive historical pieces of the Rock Island Swing Bridge for display in Heritage Village Park.

Mayor Tourville added that the Council was also asked to formally accept a painting of the bridge that was received from local resident, Leigh Schulze. He noted that the painting would be displayed at City Hall.

Motion by Klein, second by Piekarski Krech, to adopt Resolution No. 09-60 recognizing Leigh Schulze for the donation of a painting of the Jar Bridge and accepting the painting on behalf of the City of Inver Grove Heights

Ayes: 5

Nays: 0 Motion carried.

Motion by Klein, second by Piekarski Krech, to adopt Resolution No. 09-61 accepting donated pieces of the Rock Island Swing Bridge from Dakota County and recognizing James Huffman for his efforts to preserve a piece of the community's history

Ayes: 5

Nays: 0 Motion carried.

4. CONSENT AGENDA:

Councilmember Piekarski Krech removed Item 4O, Consider Offsetting Costs to Residents to Compost and Item 4P, Approve Position Description for Guest Services and Marketing Supervisor and Appoint Bethany Adams to the Position from the Consent Agenda

- A.** Minutes of April 13, 2009 Regular Council Meeting
- B.** **Resolution No. 09-62** Approving Disbursements for Period Ending April 22, 2009
- C.** **Resolution No. 09-63** Approving Final Pay Voucher for Phase II VMCC Refrigeration Project, City Project No. 2008-06
- D.** Pay Voucher No. 10 for City Project No. 2003-15, Northwest Area Trunk Utility Improvements
- E.** **Resolution No. 09-64** Approving Plans & Specifications and Authorizing Advertisement of Bids for City Project No. 2007-17, Clark Road Improvements
- F.** **Resolution No. 09-65** Approving Individual Project Order No. 5D with Kimley-Horn and Associates, Inc. for City Project No. 2007-17, Clark Road Improvements
- G.** **Resolution No. 09-66** Authorizing Individual Project Order No. 11B with Kimley-Horn and Associates, Inc. for City Project No. 2008-11, Southern Sanitary Sewer – East Segment
- H.** **Resolution No. 09-67** Approving Individual Project Order No. 13 with Kimley-Horn and Associates, Inc. for City Project No. 2008-08, TH 52 East Frontage Road Improvements
- I.** **Resolution No. 09-68** Declaring Building Safety Week

- J. **Resolution No. 09-69** Receiving the Feasibility Report, Authorizing Preparation of Plans & Specifications, and Scheduling a Public Hearing for the 20090 Pavement Management Program, City Project No. 2008-09G, Cahill Avenue/Brooks Boulevard Mill and Overlay
- K. **Resolution No. 09-70** Approving Cooperative Construction Agreement No. 92481 with Mn/DOT for the T.H. 52 West Frontage Road, City Project No. 2007-17, Clark Road Extension, T.H. 52 to Briggs Drive
- L. Approve Agreement for 2009 Citizen-Assisted Lake Monitoring Program (CAMP)
- M. **Resolution No. 09-71** approving Parking Restrictions on Clayton Avenue East
- N. **Resolution No. 09-72** ratifying action taken on April 13, 2009 amending the 2009 General Fund and Recreation Fund Budgets
- Q. Approve Agreement with Financial Crime Services for Creation and Operation of a Pre-Trial Diversion Program
- R. Accept Donation to Inver Grove Heights Fire Department
- S. Personnel Actions

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

Ayes: 5

Nays: 0 Motion carried.

- O. Consider Offsetting Costs to Residents to Compost

Councilmember Piekarski Krech questioned if staff had to be present or if volunteers could be used.

Mr. Lynch responded that staff needs to be present to verify residency. He noted that the City is also seeking individuals willing to volunteer.

Motion by Piekarski Krech, second by Madden to Offset Costs to Residents to Compost

Ayes: 5

Nays: 0 Motion carried.

- P. Approve Position Description for Guest Services and Marketing Supervisor and Appoint Bethany Adams to the position

Councilmember Piekarski Krech stated that she thinks that the position description has been significantly changed and that the position should be re-advertised.

Mr. Carlson responded that staff feels that the person selected is extremely qualified for the position and that after the combination of positions at the VMCC due to budget amendments the recommended appointment would provide for the smoothest transition from an operational standpoint.

Motion by Klein, second by Grannis, to approve position description for Guest Services and Marketing Supervisor and appoint Bethany Adams to the position

Ayes: 4

Nays: 1 (Piekarski Krech) Motion carried.

5. PUBLIC COMMENT:

Loren Scherff, 1320 105th Street, asked for an update regarding the status of the Comprehensive Plan.

Mr. Link responded that the Comprehensive Plan update would be on the regular agenda for the May 11th City Council meeting. He stated that staff would be seeking authorization to submit the Comprehensive Plan to Met Council.

6. REGULAR AGENDA:**ADMINISTRATION:****A. CITY OF INVER GROVE HEIGHTS;** Consider the following requests:

- i) Resolution Accepting Bids and Awarding Contract for City Project No. 2008-18, Public Safety Addition/City Hall Renovation
- ii) Resolution Calling for the Sale of Capital Improvement Bonds

Ms. Teppen provided a brief overview on the history of the project. She explained that the current building was opened in 1982 to serve a population of approximately 17,000 and the current population is approximately 35,000. She stated that the population is anticipated to increase to 45,000 by 2025.

Ms. Teppen explained that ten contractors submitted bids for the project and the bids were opened on March 26, 2009. She stated that Shaw Lundquist submitted the low base bid in the amount of \$10,896,600. She added that if all of the proposed alternates were included, the total construction cost of the project is \$11,524,900. She noted that the base bid plus alternates was 22% lower than the pre-bid estimate. She stated that the total project budget is \$15,719,900 which includes design fees, FFE and project contingencies. She explained that after several meetings with the City Council and the City's financial consultants from Ehlers and Associates, staff recommended that the City Council consider funding the project through a combination of Capital Improvement Bonds in the amount of 9.9 million dollars and the balance from City reserve funds. She noted that if the funding recommendation is followed the estimated annual tax impact to a medium value home (\$238,000) would be approximately \$43.

Greg Sampson, 7540 River Road, expressed concerns regarding the timing of the project given the current economic conditions. He stated that he understands that changes are necessary and urged the Council to carefully consider the economic impacts of the project.

Harry Melander, St. Paul Building & Trades Construction Council, stated that this would be a great time for the City to order the project because it is significantly under the pre-bid estimates, and the City could save money by building now and taking advantage of the favorable bidding climate. He added that the project could also stimulate the local economy by putting a lot of unemployed people to work.

Len Tschida, 4775 Brent Ave. E., stated that he is in favor of the project and supports the prevailing wage.

Jim Brown, 1186 E. 90th Street, agreed that it is a great time to build because it will put people to work. He stated that the idea of prevailing wage is positive and feels that the project labor agreement is a good idea.

Ron Miklya, 9253 Concord Blvd., stated that he also supports the project because it will get people back to work.

Bill Schultz, 7106 River Road, stated that he is in favor of the project and commented that a Project Labor Agreements could ultimately save the City money because it guarantees that work is being done by people that are properly trained. He added that there is tremendous value in quality work being done.

Steve Sandberg, 11802 Akron Avenue, stated that he is a union worker and thinks it is a good time for the project. He noted that prevailing wage and the Project Labor agreement are very important issues.

Mike Adams, 3927 79th St. E., stated that he hopes the City Council will continue to recognize the value of prevailing wage and quality professional work.

Rod Buchite, 7365 Bester Avenue, stated that the people in the union are trained and that he thinks the quality of work will be appreciated by the City.

Paul Trudeau, 7601 Banning Way, explained that the Building Trades have put a lot of money into training and skill enhancement to make sure there is quality and value to their work.

Frances Odenthal, 8432 Claymore Ct., stated that she is concerned with the cost of the project and questioned the cost per square foot and the value of the property. She added that there was no discussion or detail given regarding the alternatives. She asked about the final cost estimates of the additional storage space below the Council Chambers and the final square footage of the area. She stated that she thinks the cost of that feature is very high and feels that there are other avenues the City could explore for additional storage space. She clarified that she opposed the project.

Jim Douglas, 8657 Callahan Trail, questioned how the bond amount recommendation was determined. He stated that the Council has to decide what their bottom limit is on unrestricted reserve funds. He asked if the City had any additional cash to infuse into the project to reduce the bond amount.

Mayor Tourville explained that the City Council did consider off-site storage space and it was determined that the additional storage space under the City Council Chambers was a better option. He noted that the cost of the storage space would be approximately \$240,000. He stated that three bond options ranging from 9.9 to 12 million dollars were considered by the Council and the main difference between each option was the amount of cash that would be taken from reserve funds. He noted that it was suggested that a policy be put in place to establish what the minimum balance in the reserve fund should be.

Allan Cederberg, 1162 E. 82nd Street, stated that he was a member of the task force and felt it was important that the City contribute as much cash as possible towards the project to keep the bond amount low. He commented that many of the alternatives were considered in an effort to make the building “green”. He noted that he felt the building should be required to meet the standards for the Northwest Area. He asked if the project was eligible for funding from the stimulus package.

Mayor Tourville responded that stimulus funding for the project was pursued and the State of Minnesota determined that the project did not qualify for stimulus money. He added that federal stimulus money is not given directly to individual cities.

Paul Torgerson, 8285 Cleadis Ave., stated that he is opposed to the project at this time.

Jerry Kahlert, 6885 Benton Way, stated that some “green” features have been incorporated into the project that will be money saving and expressed appreciation for those features being included.

Jonathan North, Ehlers and Associates, explained that the interest rates are expected to range from 2.85% to 5.4%, with the true interest rate being 4.5% over the life of the bond.

Jim Douglas, 8657 Callahan Trail, questioned how the interest rate would affect the annual tax impact per household.

Mr. North responded that the estimated annual tax impact of \$43 on a median value home includes the principal and the interest. He noted that the estimate was a conservative measure and if the tax base were to expand the amount would likely decrease.

Frances Odenthal, 8432 Claymore Ct., clarified that the project would be funded through 9.9 million dollars in bonds and 6 million dollars in cash contributed by the City.

Councilmember Piekarski Krech responded that the amount of cash to be spent has not been finalized yet.

Mayor Tourville stated that the estimate is about 6.2 million dollars in cash reserve. He noted that the City has approximately 24 million dollars in reserve funds and some of that is earmarked for other projects.

Ms. Odenthal clarified that if the 6.2 million is not spent it would be available for other uses.

Ms. Teppen explained that structure expansion, high performance windows, geo-thermal heating and cooling system, white TPO roof, and burnished block are all alternates included in the base bid. She stated that the remaining alternates to be decided on that total \$628,300.00 are: basement storage expansion, pervious paving in the West and South parking lots, high-speed garage doors, automatic clock system, lower level air handling unit, earthwork related trucking, veneer plaster, emergency generator, additional landscape irrigation, and additional earthwork related trucking that was not included with the

aforementioned alternate.

Councilmember Piekarski Krech clarified that the first earthwork trucking alternate has to be included no matter what.

Ms. Teppen confirmed that the earthwork related trucking in the amount of \$112,000 needs to be included.

Councilmember Madden stated that the Council has been considering the alternates for some time and many of the options that were originally presented were cut from the project to save money and because they did not feel that they were all necessary.

Councilmember Piekarski Krech stated that there is never a good time for a project of this size. She explained that she supports the project now because the costs will only increase the longer the project is delayed and when the bids came in as low as they did it became clear that the project needs to be done now. She added that while she is not in favor of spending a lot of money in this difficult economic time, she does not think the City can afford to wait any longer to do the project. She noted that the Public Safety addition is absolutely necessary in order to continue to serve the growing population effectively and the renovation to City Hall needs to be done because the building is falling apart and not operating efficiently.

Councilmember Klein stated that he was not originally in favor of the project because he felt the costs were too high. He explained that because the bids were so favorable he supports moving forward with the project because the City has the opportunity to show the rest of the metro area that it is progressing despite the slow economy.

Councilmember Madden stated that the Council has been talking about this project for many years and he supports the project because it will provide jobs for union labor workers that are trained properly and also because the bids were so favorable. He explained that he thinks a good balance was reached in terms of the amount of money to be taken out of reserve funds and the amount of bonds to be sold. He stated that the project needs to be done and now is the right time because it will only cost more in the future.

Councilmember Grannis stated that he would vote against the project because he does not think that the current design of the new Council chambers is safe due to a lack of exits and the positioning of the exits. He explained that he believes that the use of the project labor and prevailing wage agreements hindered the number of bids that were received for the project and feels that more favorable bids may have been received if more contractors had bid on the project. He stated that information he read indicated that the prevailing wage agreement can increase project costs by 15-20%. He explained what prevailing wage means and questioned why the City would require contractors to enter into a prevailing wage agreement given the current unemployment rate. He noted that the school district built the new middle school without a prevailing wage or project labor agreement. He stated that he agrees that the project is desperately needed, but would not vote in favor of it when the prevailing wage and project labor agreements are requirements.

Mayor Tourville stated that he supports the project because the bids came in almost 4 million dollars lower than the estimate. He explained that he feels the prevailing wage agreement is extremely important because it holds contractors to certain standards and makes sure that workers are being paid a fair wage and are provided with benefits. He stated that the use of a project labor agreement on past City projects has been very favorable because it guarantees no work stoppages. He commented that he agrees that the longer the project is delayed the more money it will cost the City. He stated that it makes sense to do the project now and he thinks the project is a positive for the City.

Motion by Klein, second by Madden, to adopt Resolution No. 09-73 Accepting Bids and Awarding Contract to Shaw Lundquist for City Project No. 2008-18, Public Safety Addition/City Hall Renovation in the amount of \$11,524,900 with alternates 1-12 as listed.

Ayes: 4

Nays: 1 (Grannis) Motion carried.

Ms. Teppen explained that staff recommended that the Council call for the sale of Capital Improvement Bonds in the amount of 9.9 million dollars and fund the rest of the project through City reserves. She noted that many items still have not been bid, so the amount of City reserves to be used has not been finalized.

Motion by Piekarski Krech, second by Klein, to adopt Resolution No. 09-74 providing for the Sale of General Obligation CIP Bonds, Series 2009A, in the amount of 9.9 million dollars

Ayes: 4

Nays: 1 (Grannis) Motion carried.

7. PUBLIC HEARINGS:

A. CITY OF INVER GROVE HEIGHTS; Consider Resolutions Approving Agreements, Conveying Easements and Waiving Appeal Rights for Special Assessments and Resolution Adopting the Final Assessment Roll for Southern Sanitary Sewer System (East Segment) Improvements – City Project No. 2008-11

Mr. Thureen stated that the estimated total cost for the project is just under \$550,000. He explained that five properties would be served by the project and there are agreements in place with each of the five property owners. He noted that only four property owners are proposed to be assessed. He stated that Swift Transportation would not be assessed but agreed to provide the necessary temporary easements at no cost to the City.

Councilmember Piekarski Krech asked if Swift decided to hook up at a later date if they would be charged the prevailing rate at the time.

Mr. Thureen responded that they would be charged the prevailing rate at the time of connection. He noted that three property owners agreed to pay an additional \$60,000 so Swift would not be assessed.

Mr. Kuntz reviewed the negotiations with the property owners and stated that Swift Transportation would pay connection fees if they choose to hook up to the sewer. He explained that the value of the Swift Transportation property would not have increased enough from the improvements to be able to sustain the assessment amount.

Mayor Tourville opened the public hearing.

Greg Sampson, 7540 River Road, questioned if he would have the option to do the same thing as Swift since he is a property owner.

Mr. Kuntz responded that he would not because in that situation there would be an equal benefit to each property, so the assessment amount would be able to be sustained.

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

Ayes: 5

Nays: 0 Motion carried.

Motion by Madden, second by Klein to adopt Resolutions 09-75, 09-76, 09-77, 09-78 and 09-79 approving Agreements with Swift Transportation Co. Inc., Olson’s Truck Stop, Inc., Roger Carlsen, Inver Grove Real Estate Holdings, LLC and I-State Inver Grove Heights, LLC, Conveying Easements and Waiving Appeal Rights for Special Assessments and Resolution No. 09-80 Adopting the Final Assessment Roll for Southern Sanitary Sewer System (East Segment) Improvements – City Project No. 2008-11

Ayes: 5

Nays: 0 Motion carried.

B. CITY OF INVER GROVE HEIGHTS; Consider the following items relating to A&W Restaurant:

- i) Public Hearing on Tax Abatement
- ii) Resolution Adopting Tax Abatement for A&W Restaurant
- iii) Resolution Approving Development Agreement Contract
- iv) Resolution Approving Assessment Agreement

Mr. Lynch stated that this issue was discussed at four different Council work sessions. He explained that the assessment amount of \$9,800 would allow the developer to pay, over a ten year period at 6% interest rate, those costs that are normally paid at the time of pulling a building permit. He stated that the loan amount of \$50,000, with a proposed term of ten years at 6% interest, would cover costs related to improvements to the site and necessary storm water improvements in the public right-of-way. He explained that the tax abatement amount of \$20,000 is the return of half of tax increases created by the development of the site. He corrected an error in the memorandum regarding the number of full-time employees proposed to six employees, not seven.

Councilmember Madden asked what would happen if the business were to fail.

Mr. Lynch explained that the assessment amount of \$9,800 is a lien on the property and would be collected and the loan is a personal guarantee by the developer. He added that the tax abatement amount would not be paid if the business was to fail.

Mayor Tourville opened the public hearing.

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

Ayes: 5

Nays: 0 Motion carried.

Patrick and Patty Nickleson, A&W, explained that they fell short because of unknown additional costs associated with the development of the site. Mr. Nickleson stated that they needed to fill the property with additional soil to bring the site to the same grade as other sites within the development and an underground water retention system also had to be installed.

Councilmember Grannis clarified that the \$20,000 abatement would not get paid if the business failed and questioned how the City would recover the \$50,000 loan if the enterprise went out of business.

Mr. Kuntz responded that Patrick and Patricia Nickleson are required to personally guarantee the loan amount.

Councilmember Grannis questioned if the City would be in a position to provide the same type of assistance to other business in the City if it was requested.

Mr. Lynch explained that the City would be in a position to provide assistance, but the conditions may be a bit different depending on the location of the business. He stated that there are differences between businesses located in a development district versus a tax increment financing district.

Councilmember Grannis stated that he has a problem approving the request because he thinks that the shortage of the dirt is the responsibility of the developer, not the City and that the price of the land should have been reduced because of all the work that was needed to bring the site to the proper grade.

Mr. Kuntz explained that the City's authority to consider this type of assistance arises because the property is located in Municipal Development District number three. He stated that the tax increment district for that area has expired, but the development district continues.

Mayor Tourville asked what the valuation of the property would be when completed.

Mr. Nickleson responded \$900,000.

Mayor Tourville commented that he considered that to be a significant amount and feels that it is a good opportunity to develop the property and it would complete the area rather than leaving the property vacant.

Councilmember Piekarski Krech stated that the amount of assistance has been reduced to an amount that is equitable and is in favor of the request because it will bring another business into the City and provide jobs.

Motion by Klein, second by Piekarski Krech, to adopt Resolution No. 09-81 approving Tax Abatement for A&W Restaurant, Resolution No. 09-82 approving Development Agreement Contract and Resolution No. 09-83 approving Assessment Agreement

Ayes: 3

Nays: 2 (Grannis, Madden) Motion carried.

6. REGULAR AGENDA CONT.:

COMMUNITY DEVELOPMENT

B. CITY OF INVER GROVE HEIGHTS; Consider Third Reading of an Ordinance Amendment to Sec. 510 (Subdivision Regulations) of the City Code adopting regulations related to street naming and Addressing

Mr. Link explained that on April 13th the Council approved the second reading of the ordinance with no recommended changes. He stated that no further changes were proposed by Planning staff and approval of the third reading of the ordinance amendment is recommended.

Motion by Madden, second by Klein, to adopt Ordinance 1188 amending Sec. 510 (Subdivision Regulations) of the City Code adopting regulations related to street naming and addressing

Greg Sampson, 7540 River Road, informed staff that there are properties located on the even side of River Road that have odd number addresses.

Ayes: 5

Nays: 0 Motion carried.

C. CITY OF INVER GROVE HEIGHTS; Consider Resolution Approving the Acquisition of Property Lying to the West of Doffing Avenue and South of 64th Street

Mr. Link explained that the owner of the vacant property lying West of Doffing Avenue and South of 64th Street contacted the Dakota County Community Development Agency and requested that the City purchase the property as part of the Doffing Avenue Voluntary Acquisition Program. He stated that a Phase II site investigation was completed by the City's environmental consultant and it was determined that no remediation was necessary. He noted that the acquisition would be funded from the Host Community Fund as allocated in the 2009 budget.

Motion by Madden, second by Grannis, to adopt Resolution No. 09-84 approving the acquisition of property lying to the West of Doffing Avenue and South of 64th Street

Ayes: 5

Nays: 0 Motion carried.

D. CITY OF INVER GROVE HEIGHTS; Consider Resolution Approving the Acquisition of Property at 6330 Doffing Avenue

Mr. Link stated that the property owner requested that the City purchase the property as part of the Doffing Avenue Voluntary Acquisition Program. He explained that the property lies within the 100 year flood plain and qualifies for reimbursement from the DNR Flood Hazard Mitigation Grant. He noted that the grant would fund 50% of the acquisition costs and the City would fund the remaining 50% through Park Dedication and Host Community Funds.

Mayor Tourville added that the property appraisals are completed by the Dakota County Community

Development Agency.

Motion by Madden, second by Klein, to adopt Resolution No. 09-85 approving the acquisition of property located at 6330 Doffing Avenue

Ayes: 5

Nays: 0 Motion carried.

E. CITY OF INVER GROVE HEIGHTS; Consider Approval of Conditions under which the City of Inver Grove Heights would Volunteer to own the Rock Island Swing Bridge

Mr. Carlson provided a brief overview of the history of the bridge and stated that currently the structure is owned by the State of Minnesota through the Department of Revenue. He discussed the areas of the bridge that have already been removed and the spans that are scheduled to be removed. He explained that an owner must be identified by June 15, 2009 or the entire structure will be demolished. He stated that if the City is interested in becoming an owner, staff has recommended several conditions that should be considered including: a no cost/liability transfer of ownership that would hold the City harmless for any prior claims pertaining to the bridge, secure approval of the necessary permits, secure the necessary funding for rehabilitation and re-use of the bridge, and negotiate a Joint Powers Agreement with Dakota County to deal with operations, maintenance, and security issues. He noted that the City should also consider the annual cost to maintain and operate the bridge.

Councilmember Klein questioned the condition of the piers.

Mr. Carlson responded that the piers are in fair condition, but work would need to be done to fully restore them.

Mayor Tourville discussed the costs associated with ownership and suggested that the League of Minnesota Cities Insurance Trust be contacted to determine how much the City would have to pay for insurance. He commented on potential funding sources and noted that the potential amenities could facilitate as functions of Heritage Village Park.

Councilmember Piekarski Krech questioned who owned the land that the bridge is connected to and asked if something could be put in the river in the future if the bridge is demolished.

Mr. Carlson responded that the land is owned by Dakota County and nothing would likely be put in the river if the bridge was removed.

Councilmember Klein stated the bridge is a rare piece of history that should be preserved. He suggested taking donations to help the City with the costs associated with ownership.

Loren Scherff, 105th Street East, stated that he would like to keep the bridge, but questioned the cost.

Greg Sampson, 7540 River Road, stated that he would like to preserve the bridge and see a stipulation added that a public boat launch be incorporated into the site.

Mayor Tourville suggested that the City consider submitting a fund match for the current grant application.

Motion by Klein, second by Madden to direct staff to pursue ownership of the Rock Island Swing Bridge with conditions 1-8 as recommended by staff and to authorize a \$150,000 fund match for the current grant application.

Ayes: 5

Nays: 0 Motion carried.

PUBLIC WORKS:

F. CITY OF INVER GROVE HEIGHTS; Accept Bids and Award Contract for City Project No. 2008-11, Southern Sanitary Sewer System, East Segment

Mr. Thureen explained that nineteen contractors submitted bids for the project. He stated that the low bid was submitted by Hennen Construction, Co. in a base bid amount of \$359,647.50 plus Bid alternate 1, for

the 111th Street sewer lateral, in the amount of \$38,675.00 for a total contract award of \$398,322.50.

Motion by Piekarski Krech, second by Madden, adopt Resolution No. 09-86 Accepting Bids and Awarding Contract to Hennen Construction, Co. for City Project No. 2008-11, Southern Sanitary Sewer System, East Segment in the amount of \$398,322.50

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 10:43 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: May 11, 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 April 23, 2009 to May 6, 2009.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending May 6, 2009. The detail of these disbursements is attached to this memo.

General & Special Reveune	\$134,679.69
Debt Service & Capital Projects	738,074.76
Enterprise & Internal Service	164,993.18
Escrows	5,329.86
	<hr/>
Grand Total for All Funds	<u><u>\$1,043,077.49</u></u>

If you have any questions about any of the disbursements on the list, please call Vickie Gray, Accounting Technician at 651-450-2515 or Cathy Shea, Asst. Finance Director at 651-450-251-2521.

Attached to this summary for your action is a resolution approving the disbursements for the period April 23, 2009 to May 6, 2009, and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING MAY 6, 2009**

WHEREAS, a list of disbursements for the period ending May 6, 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	\$ 134,679.69
Debt Service & Capital Projects	738,074.76
Enterprise & Internal Service	164,993.18
Escrows	<u>5,329.86</u>
Grand Total for All Funds	<u>\$ 1,043,077.49</u>

Adopted by the City Council of Inver Grove Heights this 11th day of May, 2009.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/27/2009	93879	OLD WORLD PIZZA	city of inver grove hghts	101-1000-413.50-75		4/2009 * Total	96.81 96.81
04/29/2009	93881	ACE PAINT & HARDWARE	acct 1126	101-4200-423.40-40		4/2009	26.77
			acct 1126	101-6000-451.60-12		4/2009	34.88
			acct 1126	101-6000-451.60-12		4/2009	24.56
						* Total	86.21
04/29/2009	93892	BEACON ATHLETICS	acct b55077	101-6000-451.60-40		4/2009 * Total	208.78 208.78
04/29/2009	93893	BERG, LYNNE	variance application	101-0000-341.30-00		4/2009 * Total	200.00 200.00
04/29/2009	93900	COLE PAPERS INC	acct 39010000	101-6000-451.60-11		4/2009 * Total	523.27 523.27
04/29/2009	93905	DAKOTA CITY TREASURER-AU	acct 5070	101-4000-421.70-30		4/2009	1,336.08
			acct 5070	101-4200-423.70-50		4/2009	1,125.12
			acct 5070	101-5200-443.30-70		4/2009	46.88
						* Total	2,508.08
04/29/2009	93906	DAKOTA ELECTRIC ASSN	acct 1093947	101-5400-445.40-20		4/2009 * Total	1,004.34 1,004.34
04/29/2009	93907	DANIELS, JOHN	parking	101-4000-421.50-75		4/2009 * Total	6.00 6.00
04/29/2009	93908	DANNER LANDSCAPING	city of inver grove	101-5200-443.60-16		4/2009 * Total	12.86 12.86
04/29/2009	93913	EHLERS AND ASSOCIATES,	city of inver grove hghts	101-1100-413.30-70		4/2009 * Total	102.50 102.50
04/29/2009	93916	ENGSTROM, NELS	fuel - training	101-4000-421.50-65		4/2009 * Total	35.00 35.00
04/29/2009	93917	FABRICATED FOOD PRODUCT	job canceled job canceled	101-0000-207.01-00 101-0000-322.10-00		4/2009 4/2009 * Total	10.00 326.00 336.00
04/29/2009	93920	G & K SERVICES	cust 7494701	101-5200-443.60-45		4/2009	103.09
			cust 7494701	101-6000-451.60-45		4/2009	54.47
			cust 7494701	101-5200-443.60-45		4/2009	49.32
			cust 7494701	101-6000-451.60-45		4/2009	108.24
						* Total	315.12
04/29/2009	93924	GRRTENS	acct 109566	101-6000-451.60-65		4/2009 * Total	69.93 69.93
04/29/2009	93927	GRAINGER	acct 855257697	101-4200-423.60-40		4/2009 * Total	106.19 106.19

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/29/2009	93929	GRAY, VICKIE	mileage/parking sales tax	101-2000-415.50-65		4/2009 * Total	18.00 18.00
04/29/2009	93933	HOME DEPOT CREDIT SERVI	acct 6035322502554813	101-4200-423.60-40		4/2009 * Total	20.00 20.00
04/29/2009	93937	IKON OFFICE SOLUTIONS	acct 1452531017392	101-6000-451.40-65		4/2009 * Total	29.18 29.18
04/29/2009	93942	JTD INC SPORTS TURF SPE	city of inver grove	101-6000-451.60-16		4/2009 * Total	3,876.60 3,876.60
04/29/2009	93943	KENNEDY & GRAVEN	city of inver grove hgts	101-1100-413.30-44		4/2009 * Total	461.25 461.25
04/29/2009	93948	LEAGUE OF MN CITIES	city of inver grove hgts city of inver grove hgts	101-5200-443.50-80 101-6000-451.50-80		4/2009 4/2009 * Total	20.00 20.00 40.00
04/29/2009	93951	MADSEN, BENNETT	food	101-4000-421.50-75		4/2009 * Total	12.02 12.02
04/29/2009	93953	MENARDS - WEST ST. PAUL	acct 30170270 acct 30170270 acct 30170270 acct 30170270 acct 30170270	101-6000-451.40-47 101-6000-451.60-40 101-6000-451.40-47 101-5200-443.60-16 101-6000-451.40-47		4/2009 4/2009 4/2009 4/2009 4/2009 * Total	72.40 102.24 16.27 7.49 92.71 291.11
04/29/2009	93954	METRO ATHLETIC SUPPLY	acct inv350	101-6000-451.60-65		4/2009 * Total	413.86 413.86
04/29/2009	93958	MN RECREATION AND PARK	city of inver grove hgts	101-6000-451.50-80		4/2009 * Total	115.00 115.00
04/29/2009	93963	NEXTEL COMMUNICATIONS	acct 249383315	101-5200-443.50-20		4/2009 * Total	218.17 218.17
04/29/2009	93964	NEXTEL COMMUNICATIONS	acct 266183728	101-4200-423.50-20		4/2009 * Total	451.16 451.16
04/29/2009	93965	NEXTEL COMMUNICATIONS	acct 487383319	101-6000-451.50-20		4/2009 * Total	282.16 282.16
04/29/2009	93966	NFPA	id 116140 jeff schadegg	101-4200-423.50-70		4/2009 * Total	787.50 787.50
04/29/2009	93972	OTIS, JOSHUA M	training	101-4000-421.50-75		4/2009 * Total	6.00 6.00
04/29/2009	93974	PAT'S BUILDING MAINTENA	city of inver grove hgts	101-4200-423.40-40		4/2009 * Total	427.00 427.00

City of Inver Grove Heights
CHECK REGISTER BY FUND

Prepared: 05/06/2009, 11:11:08
Program: GM179L
Bank: 00 City of Inver Grove Heights

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/29/2009	93979	QWEST	acct 6514530219	101-6000-451.50-20		4/2009 * Total	41.07 41.07
04/29/2009	93980	QWEST	acct 6515520672	101-6000-451.50-20		4/2009 * Total	41.07 41.07
04/29/2009	93984	SHEA, CATHY	parking	101-2000-415.50-65		4/2009 * Total	6.00 6.00
04/29/2009	93987	SPRINT	acct 641378810	101-4200-423.50-20		4/2009 * Total	81.98 81.98
04/29/2009	93989	SPRINT	acct 573073317	101-1100-413.50-20		4/2009 * Total	31.90 31.90
04/29/2009	93991	STANGER, LARRY	lunch	101-4000-421.50-75		4/2009 * Total	5.34 5.34
04/29/2009	93994	TDS METROCOM	acct 6515540132 acct 6515540132 acct 6515540132	101-4000-421.50-20 101-4200-423.50-20 101-6000-451.50-20		4/2009 4/2009 4/2009 * Total	129.82 184.19 44.25 358.26
04/29/2009	93995	THOMAS, COREY	lunch - training	101-4000-421.50-75		4/2009 * Total	12.17 12.17
04/29/2009	93997	TIMESAVER OFF SITE SECR	city of inver grove hgts	101-1100-413.30-70		4/2009 * Total	141.00 141.00
04/29/2009	94000	TRACTOR SUPPLY CREDIT P	acct 6035301200183679 acct 6035301200183679	101-5200-443.60-16 101-6000-451.60-40		4/2009 4/2009 * Total	74.71 152.62 227.33
04/29/2009	94001	TWIN CITIES OCCUPATIONA	acct n261251001589	101-1100-413.30-50		4/2009 * Total	50.00 50.00
04/29/2009	94005	VIKING PAINTS, INC.	cust cig50	101-6000-451.60-16		4/2009 * Total	535.31 535.31
04/29/2009	94006	WAL-MART BUSINESS	acct 6032202530257113	101-4000-421.60-65		4/2009 * Total	150.19 150.19
04/29/2009	94007	WEBBER RECREATIONAL DES	city of inver grove hgts	101-6000-451.60-16		4/2009 * Total	2,002.20 2,002.20
04/29/2009	94008	WEBER, JOE	food-structure fire	101-4200-423.50-75		4/2009 * Total	175.53 175.53
04/29/2009	94009	WHAT WORKS INC	city of inver grove	101-1100-413.30-70		4/2009 * Total	1,600.00 1,600.00
04/29/2009	94010	XCEL ENERGY	acct 5164318574 acct 5164318574	101-4200-423.40-10 101-4200-423.40-20		4/2009 4/2009 * Total	1,963.78 1,963.78 1,963.78

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/29/2009	94011	XCEL ENERGY	cust 5147791673	101-6000-451.40-10		4/2009	630.28
			cust 5147791673	101-6000-451.40-20		4/2009	637.81
						* Total	1,268.09
04/29/2009	94012	ZOYA, KENT	books	101-4200-423.30-70		4/2009	97.04
						* Total	97.04
05/06/2009	94018	AFSCME COUNCIL 5	city of inver grove hgts	101-0000-203.10-00		5/2009	917.56
						* Total	917.56
05/06/2009	94020	BAARS MECHANICAL, INC.	city of inver grove	101-6000-451.40-40		5/2009	188.13
			city of inver grove	101-6000-451.40-40		5/2009	420.00
						* Total	608.13
05/06/2009	94022	BCA/TRAINING & DEVELOPM	city of inver grove	101-4000-421.50-80		5/2009	20.00
						* Total	20.00
05/06/2009	94026	BRINKMAN, AMY	retirement gift	101-4200-423.60-65		5/2009	78.95
						* Total	78.95
05/06/2009	94034	DAKOTA COMMUNICATIONS C	city of inver grove hgts	101-4000-421.70-30		5/2009	24,556.00
			city of inver grove hgts	101-4200-423.70-50		5/2009	12,278.00
						* Total	36,834.00
05/06/2009	94036	DAKOTA CTY TREASURER-AU	acct 5070	101-4000-421.70-30		5/2009	1,336.08
			acct 5070	101-4200-423.70-50		5/2009	1,172.00
						* Total	2,508.08
05/06/2009	94038	DANNER LANDSCAPING	inver grove hgts	101-5200-443.60-16		5/2009	46.86
			inver grove hgts	101-6000-451.60-16		5/2009	26.63
						* Total	73.49
05/06/2009	94039	EARL F ANDERSEN INC	acct 4094	101-5200-443.60-16		5/2009	1,096.78
						* Total	1,096.78
05/06/2009	94041	FIRE EQUIPMENT SPECIALT	city of inver grove fd	101-4200-423.60-45		5/2009	18,996.00
						* Total	18,996.00
05/06/2009	94044	G & K SERVICES	cust 7494701	101-5200-443.60-45		5/2009	49.32
			cust 7494701	101-6000-451.60-45		5/2009	54.47
						* Total	103.79
05/06/2009	94050	INVER GROVE FORD	cust 94917	101-4000-421.70-30		5/2009	266.88
						* Total	266.88
05/06/2009	94051	IUOE	city of inver grove hgts	101-0000-203.10-00		5/2009	1,442.50
						* Total	1,442.50
05/06/2009	94054	KERN, DEWENTER, VIERE,	city of inver grove hgts	101-2000-415.30-10		5/2009	12,685.00
						* Total	12,685.00

* Total 2,883.14

City of Inver Grove Heights
CHECK REGISTER BY FUND

Prepared: 05/06/2009, 11:11:08
Program: GM179L
Bank: 00 City of Inver Grove Heights

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/06/2009	94055	KEYS WELL DRILLING CO	city of inver grove	101-6000-451.40-40		5/2009 * Total	4,500.00 4,500.00
05/06/2009	94059	LELS	city of inver grove hghts	101-0000-203.10-00		5/2009 * Total	1,170.00 1,170.00
05/06/2009	94060	LELS SERGEANTS	city of inver grove hghts	101-0000-203.10-00		5/2009 * Total	210.00 210.00
05/06/2009	94062	LOCAL GOVERNMENT INFORM	city of inver grove city of inver grove	101-4000-421.60-40 101-4200-423.30-70		5/2009 * Total	628.40 188.52 816.92
05/06/2009	94065	MIKE'S SHOE REPAIR, INC	city of inver grove city of inver grove fd	101-4200-423.60-45 101-4200-423.60-45		5/2009 * Total	12.00 39.95 51.95
05/06/2009	94067	MN GLOVE & SAFETY, INC.	acct ctinvp acct ctinvp acct ctinvp	101-6000-451.60-45 101-6000-451.60-45 101-6000-451.60-12		5/2009 * Total	153.71 71.08 42.50 267.29
05/06/2009	94068	MN NCPERS LIFE INSURANC	city of inver grove hghts	101-0000-203.16-00		5/2009 * Total	336.00 336.00
05/06/2009	94070	MOORE MEDICAL LLC	acct 21185816	101-4200-423.60-65		5/2009 * Total	645.45 645.45
05/06/2009	94073	NEXTEL COMMUNICATIONS	acct 266948529	101-4000-421.50-20		5/2009 * Total	653.09 653.09
05/06/2009	94074	NFSA MEMBERSHIP	member jeffrey schadegg	101-4200-423.50-70		5/2009 * Total	85.00 85.00
05/06/2009	94078	PETTY CASH	parking/mileage apam training duct tape	101-2000-415.50-65 101-3200-419.50-80 101-3300-419.60-40		5/2009 * Total	13.15 26.00 24.52 63.67
05/06/2009	94080	QWEST	acct 6514577574	101-6000-451.50-20		5/2009 * Total	41.07 41.07
05/06/2009	94081	QWEST	acct 6514577671	101-6000-451.50-20		5/2009 * Total	41.07 41.07
05/06/2009	94082	REGINA MEDICAL CENTER	inver grove hghts pd	101-4000-421.30-70		5/2009 * Total	150.50 150.50
05/06/2009	94083	RICEWORKS CONSULTING	city of inver grove hghts	101-1100-413.50-80		5/2009 * Total	425.00 425.00
05/06/2009	94086	S & T OFFICE PRODUCTS	cust s28777 cust s28777	101-5100-442.60-40 101-3200-419.60-10		5/2009 * Total	74.50 30.43

City of Inver Grove Heights
CHECK REGISTER BY FUND

Prepared: 05/06/2009, 11:11:08
Program: GM179L
Bank: 00 City of Inver Grove Heights

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/06/2009	94086	S & T OFFICE PRODUCTS	cust s28777	101-3000-419.60-10		5/2009	18.90
			cust s28777	101-3200-419.60-10		5/2009	11.44
			cust s28777	101-3200-419.60-10		5/2009	217.90
			cust s28777	101-2000-415.60-40		5/2009	232.80
			cust s28777	101-2000-415.60-40		5/2009	232.80
			cust s28777	101-2000-415.60-40		5/2009	232.80
			cust s28777	101-1100-413.60-65		5/2009	89.88
			cust s28777	101-1100-413.60-65		5/2009	89.88
			cust s28777	101-1100-413.60-65		5/2009	119.88
			cust s28777	101-5100-442.60-40		5/2009	724.85
						* Total	37.85
05/06/2009	94087	SAM'S CLUB	acct 7715090061172300	101-1100-413.50-75		5/2009	37.85
						* Total	37.85
05/06/2009	94088	SAM'S CLUB	acct 7715090401334891	101-4200-423.60-65		5/2009	180.48
						* Total	180.48
05/06/2009	94089	SENSIBLE LAND USE COALI	emmerich/botten/link	101-3000-419.50-80		5/2009	38.00
			emmerich/botten/link	101-3200-419.50-80		5/2009	76.00
						* Total	114.00
05/06/2009	94091	SOUTH METRO PUBLIC SAFE	inver grove hgts pd	101-4000-421.50-80		5/2009	399.00
						* Total	399.00
05/06/2009	94092	SPRINT	acct 166309819	101-4000-421.50-20		5/2009	409.90
						* Total	409.90
05/06/2009	94093	ST PAUL STAMP WORKS INC	inver grove hgts pd	101-4200-423.60-45		5/2009	42.65
						* Total	42.65
05/06/2009	94094	ST. PAUL HARLEY-DAVIDSO	inver grove hgts pd	101-4000-421.70-30		5/2009	7,200.00
			inver grove hgts pd	101-4000-421.60-40		5/2009	2,493.88
						* Total	9,693.88
05/06/2009	94095	STEENBERG, LUKE	meals - training	101-4200-423.50-75		5/2009	126.92
						* Total	126.92
05/06/2009	94101	TWIN CITIES OCCUPATIONA	acct n261251001589	101-1100-413.30-50		5/2009	161.00
						* Total	161.00
05/06/2009	94103	UNITED WAY	city of inver grove hgts	101-0000-203.13-00		5/2009	188.00
						* Total	188.00
05/06/2009	94105	USA MOBILITY WIRELESS I	acct 61192662	101-4000-421.50-20		5/2009	14.50
						* Total	14.50
05/06/2009	94107	VERMEER SALES & SERVICE	acct 2556007	101-6000-451.40-50		5/2009	2,018.18
						* Total	2,018.18
05/06/2009	94109	XCEL ENERGY	acct 5183943582	101-5400-445.40-20		5/2009	30.93
						* Total	30.93

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/06/2009	94040	ENSEMBLE CREATIVE & MAR	city of inver grove	201-1600-465.50-25	** Fund Total	5/2009 * Total	1,500.00 1,500.00
05/06/2009	94084	RIVER HEIGHTS CHAMBER O	acct 5737	201-1600-465.30-70	** Fund Total	5/2009 * Total	1,792.50 1,792.50
05/06/2009	94016	PATRICIA NICKLESON ENTE	city of inver grove hqts	399-0000-135.00-00	** Fund Total	5/2009 * Total	3,292.50 50,000.00 50,000.00
04/29/2009	93885	AMERICAN ENGINEERING TE	acct inv001	400-6200-453.30-70	** Fund Total	4/2009 * Total	2,400.00 2,400.00
04/29/2009	93915	EMMONS & OLIVIER RESOUR	city of inver grove	425-5907-725.30-70	** Fund Total	4/2009 * Total	2,400.00 1,195.75 1,195.75
04/29/2009	93990	ST. CROIX TREE SERVICE,	city of inver grove hqts	425-5907-725.80-30	** Fund Total	4/2009 * Total	2,087.40 2,087.40
05/01/2009	94014	DAKOTA CTY ABSTRACT & T	6330 doffling avenue e	425-5911-725.80-10	** Fund Total	5/2009 * Total	231,346.79 231,346.79
05/01/2009	94015	DAKOTA CTY ABSTRACT & T	6535 doffling avenue e	425-5911-725.80-10	** Fund Total	5/2009 * Total	218,595.80 218,595.80
05/06/2009	94043	FRATTALONE COMPANIES IN	65th street east	425-5911-725.80-30	** Fund Total	5/2009 * Total	1,834.94 1,834.94
04/29/2009	93904	DAKOTA CTY RECORDER	city of inver grove hqts	427-5917-727.30-70	** Fund Total	4/2009 * Total	455,060.68 736.00 736.00
04/29/2009	93944	KIMLEY-HORN & ASSOCIATE	city of inver grove hqts	427-5917-727.30-30	** Fund Total	4/2009 * Total	2,518.81 2,518.81
04/29/2009	93922	GARTNER REFRIGERATION &	vmcc refrig - phase II	428-5906-728.80-20	** Fund Total	4/2009 * Total	3,254.81 22,930.90 22,930.90
04/29/2009	93938	INTEGRA REALTY RESOURCE	city of inver grove hqts	428-5911-728.30-70	** Fund Total	4/2009 * Total	3,375.00 3,375.00
04/29/2009	93944	KIMLEY-HORN & ASSOCIATE	city of inver grove hqts	428-5910-728.30-30	** Fund Total	4/2009 * Total	904.99 904.99

Program: GM179L CHECK REGISTER BY FUND

Bank: 00 City of Inver Grove Heights

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/29/2009	93957	MN DEPT OF TRANSPORTATI	cust 1298-3	428-5908-728.80-30	0808	4/2009 * Total	113,243.10 113,243.10
05/06/2009	94025	BKV GROUP, INC.	city of inver grove hghts	428-5918-728.30-20	0818	5/2009	716.62
			city of inver grove hghts	428-5918-728.30-20	0818	5/2009	8,000.00
			city of inver grove hghts	428-5918-728.30-20	0818	5/2009	2,103.00
					*	Total	10,819.62
05/06/2009	94035	DAKOTA CITY RECORDER	city of inver grove hghts	428-5911-728.30-70	0811	5/2009 * Total	414.00 414.00
				6 Checks	** Fund Total		151,687.61
04/29/2009	93926	GORMAN SURVEYING, INC	city of inver grove hghts	440-5900-740.30-32	0909D	4/2009	1,845.00
			city of inver grove hghts	440-5900-740.30-32	0909D	4/2009	795.00
					*	Total	2,640.00
04/29/2009	93944	KIMLEY-HORN & ASSOCIATE	city of inver grove hghts	440-5900-740.30-30	0909D	4/2009 * Total	72,734.00 72,734.00
04/29/2009	93982	REED BUSINESS INFORMATI	acct 821155	440-5900-740.50-25	0909D	4/2009 * Total	297.66 297.66
				3 Checks	** Fund Total		75,671.66
04/29/2009	93881	ACE PAINT & HARDWARE	acct 1126	501-7100-512.60-16		4/2009	17.54
			acct 1126	501-7100-512.60-16		4/2009	1.45
					*	Total	18.99
04/29/2009	93886	AMERICAN WATER WORKS AS	cust 139413	501-7100-512.50-70		4/2009 * Total	1,704.00 1,704.00
04/29/2009	93920	G & K SERVICES	cust 7494701	501-7100-512.60-45		4/2009	30.58
			cust 7494701	501-7100-512.60-45		4/2009	28.38
					*	Total	58.96
04/29/2009	93925	GLENWE DOORS	city of inver grove hghts	501-7100-512.40-40		4/2009 * Total	362.10 362.10
04/29/2009	93994	TDS METROCOM	acct 6515540132	501-7100-512.50-20		4/2009 * Total	260.77 260.77
04/29/2009	93999	TKDA	city of inver grove hghts	501-7100-512.30-70		4/2009 * Total	2,506.76 2,506.76
05/06/2009	94017	ACE PAINT & HARDWARE	cust 1126	501-7100-512.60-16		5/2009	5.18
			cust 1126	501-7100-512.60-16		5/2009	10.64
			cust 1126	501-7100-512.60-16		5/2009	11.69
					*	Total	27.51
05/06/2009	94028	CITY OF BLOOMINGTON	city of inver grove hghts	501-7100-512.30-70		5/2009 * Total	630.00 630.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/06/2009	94037	DAKOTA ELECTRIC ASSN	acct 2148310	501-7100-512.40-20		5/2009 * Total	9.50 9.50
05/06/2009	94044	G & K SERVICES	cust 7494701	501-7100-512.60-45		5/2009 * Total	72.60 72.60
05/06/2009	94048	HD SUPPLY WATERWORKS LT	acct 99872 acct 99872	501-7100-512.60-16 501-7100-512.60-16		5/2009 5/2009 * Total	607.83 1,125.60 1,733.43
05/06/2009	94052	KATH CONSTRUCTION, INC.	city of inver grove hghts	501-7100-512.40-46		5/2009 * Total	810.00 810.00
05/06/2009	94069	MN PIPE & EQUIPMENT	acct 001	501-7100-512.60-16		5/2009 * Total	723.90 723.90
05/06/2009	94075	OTIS ELEVATOR COMPANY	city of inver grove hghts	501-7100-512.40-40		5/2009 * Total	681.82 681.82
05/06/2009	94086	S & T OFFICE PRODUCTS	cust s28777	501-7100-512.60-16		5/2009 * Total	29.39 29.39
05/06/2009	94100	TOTAL CONSTRUCTION & EQ	city of inver grove hghts	501-7100-512.40-42		5/2009 * Total	132.60 132.60
05/06/2009	94113	XCEL ENERGY	acct 5160987097 acct 5160987097	501-7100-512.40-10 501-7100-512.40-20		5/2009 5/2009 * Total	22.45 3,144.18 3,166.63
17 Checks ** Fund Total							12,928.96
04/29/2009	93920	G & K SERVICES	cust 7494701 cust 7494701	502-7200-514.60-45 502-7200-514.60-45		4/2009 4/2009 * Total	13.10 12.16 25.26
05/06/2009	94044	G & K SERVICES	cust 7494701	502-7200-514.60-45		5/2009 * Total	31.12 31.12
05/06/2009	94066	MINNESOTA ABSTRACT & TI	original ck 91571 lost	502-0000-116.00-00		5/2009 * Total	702.01 702.01
05/06/2009	94076	PCU TITLE	REQUESTED CREDIT REFUND	502-0000-116.00-00		5/2009 * Total	34.91 34.91
05/06/2009	94090	SIGNATURE TITLE MIDWEST	REQUESTED CREDIT REFUND	502-0000-116.00-00		5/2009 * Total	38.61 38.61
05/06/2009	94097	TITLE NEXUS	REQUESTED CREDIT REFUND	502-0000-116.00-00		5/2009 * Total	27.92 27.92
05/06/2009	94099	TITLESMART INC	REQUESTED CREDIT REFUND	502-0000-116.00-00		5/2009 * Total	100.00 100.00

City of Inver Grove Heights
CHECK REGISTER BY FUND

Prepared: 05/06/2009, 11:11:08
Program: GM179L
Bank: 00 City of Inver Grove Heights

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/29/2009	93881	ACE PAINT & HARDWARE	acct 1126	503-8500-526.60-65	** Fund Total	4/2009	959.83
			acct 1126	503-8300-524.60-65		4/2009	.95
						* Total	6.38
						* Total	7.33
04/29/2009	93887	ASPEN EQUIPMENT	acct 26318	503-8600-527.40-50		4/2009	1,067.50
						* Total	1,067.50
04/29/2009	93899	COCA COLA BOTTLING COMP	outlet 3079049	503-8300-524.76-10		4/2009	826.40
			outlet 3079049	503-8300-524.76-10		4/2009	75.00-
						* Total	751.40
04/29/2009	93901	COLLEGE CITY BEVERAGE	acct 3592	503-8300-524.76-15		4/2009	215.60
						* Total	215.60
04/29/2009	93903	CUSHMAN MOTOR COMPANY I	cust c0644	503-8600-527.40-42		4/2009	52.37
			cust c0644	503-8600-527.40-42		4/2009	46.10
			cust c0644	503-8400-525.40-41		4/2009	48.40
						* Total	146.87
04/29/2009	93910	DEX MEDIA EAST	acct 110360619	503-8500-526.50-25		4/2009	68.60
						* Total	68.60
04/29/2009	93911	DON FIEHL	city of inver grove hqts	503-8600-527.40-42		4/2009	131.34
						* Total	131.34
04/29/2009	93912	EASY PICKER GOLF PRODU	acct igc11	503-8400-525.40-41		4/2009	500.72
						* Total	500.72
04/29/2009	93921	G & K SERVICES	cust 0157401	503-8600-527.60-45		4/2009	79.18
						* Total	79.18
04/29/2009	93927	GRAINGER	acct 855256939	503-8600-527.60-15		4/2009	214.75
						* Total	214.75
04/29/2009	93928	GRANDMA'S BAKERY	acct 24400	503-8300-524.76-05		4/2009	2.77
			acct 24400	503-8300-524.76-05		4/2009	30.97
			acct 24400	503-8300-524.76-05		4/2009	28.58
			acct 24400	503-8300-524.76-05		4/2009	33.74
			acct 24400	503-8300-524.76-05		4/2009	26.01
			acct 24400	503-8300-524.76-05		4/2009	36.65
			acct 24400	503-8300-524.76-05		4/2009	25.81
			acct 24400	503-8300-524.76-05		4/2009	28.70
			acct 24400	503-8300-524.76-05		4/2009	48.96
			acct 24400	503-8300-524.76-05		4/2009	41.41
			acct 24400	503-8300-524.76-05		4/2009	39.02
			acct 24400	503-8300-524.76-05		4/2009	28.70
						* Total	371.32
04/29/2009	93931	HEGGIES PIZZA	acct 1708	503-8300-524.76-15		4/2009	193.60
						* Total	193.60

City of Inver Grove Heights
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/29/2009	93941	JJ TAYLOR DIST. COMPANY	acct 834	503-8300-524.76-15		4/2009 * Total	280.20 280.20
04/29/2009	93945	KREMER SPRING & ALIGNME	acct city15	503-8600-527.40-42		4/2009 * Total	1,501.24 1,501.24
04/29/2009	93961	MOYNIHAN, MATT	f & b supplies	503-8300-524.60-65		4/2009 * Total	31.60 31.60
04/29/2009	93962	NATIONAL AUTOMATIC SPRI	cust 10460	503-8500-526.40-40		4/2009 * Total	215.00 215.00
04/29/2009	93973	OTNESS, LEON	golf course supplies	503-8000-521.60-65		4/2009 * Total	316.94 316.94
04/29/2009	93978	PRECISION TURF & CHEMIC	inver wood golf inver wood golf	503-8600-527.60-35 503-8600-527.60-20		4/2009 4/2009 * Total	2,019.64 239.63 2,259.27
04/29/2009	93983	SCHAEFFER MFG CO	inver wood golf inver wood golf	503-8600-527.60-22 503-8600-527.60-21		4/2009 4/2009 * Total	548.40 453.00 1,001.40
04/29/2009	93996	TIM LOCKLER'S	inverwood golf	503-8500-526.40-40		4/2009 * Total	528.00 528.00
04/29/2009	93998	TITLEIST	acct836312430621771243	503-8200-523.76-20		4/2009 * Total	70.85 70.85
04/29/2009	94002	US FOODSERVICE	acct 223000	503-8300-524.60-65		4/2009 * Total	54.53 54.53
05/06/2009	94017	ACE PAINT & HARDWARE	cust 1126 cust 1126	503-8600-527.60-12 503-8600-527.60-20		5/2009 5/2009 * Total	8.51 22.61 31.12
05/06/2009	94019	ARCTIC GLACIER, INC.	cust 1726134	503-8300-524.60-65		5/2009 * Total	96.48 96.48
05/06/2009	94023	BERGERSON-CASWELL INC	inverwood	503-8500-526.70-60		5/2009 * Total	6,175.00 6,175.00
05/06/2009	94029	COCA COLA BOTTLING COMP	outlet 3079049	503-8300-524.76-10		5/2009 * Total	979.80 979.80
05/06/2009	94030	COLLEGE CITY BEVERAGE	city of inver grove	503-8300-524.76-15		5/2009 * Total	400.40 400.40
05/06/2009	94031	COVERALL OF THE TWIN CI	acct 2469	503-8500-526.40-40		5/2009 * Total	1,118.25 1,118.25
05/06/2009	94033	CUSHMAN MOTOR COMPANY I	cust c0644	503-8400-525.40-41		5/2009 * Total	352.67 352.67

City of Inver Grove Heights
CHECK REGISTER BY FUND

Prepared: 05/06/2009, 11:11:08
Program: GM179L
Bank: 00 City of Inver Grove Heights

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/06/2009	94044	G & K SERVICES	cust 0157401	503-8600-527.60-45		5/2009 * Total	73.90 73.90
05/06/2009	94046	GRANDMA'S BAKERY	cust 24400	503-8300-524.76-05		5/2009	41.79
			cust 24400	503-8300-524.76-05		5/2009	46.57
			cust 24400	503-8300-524.76-05		5/2009	46.57
			cust 24400	503-8300-524.76-05		5/2009	46.95
						* Total	181.88
05/06/2009	94063	M. AMUNDSON LLP	city of inver grove	503-8300-524.76-05		5/2009 * Total	381.72 381.72
05/06/2009	94064	MENARDS - WEST ST. PAUL	acct 30170265	503-8600-527.40-42		5/2009 * Total	40.09 40.09
05/06/2009	94071	MTI DISTRIBUTING CO	cust 402307	503-8600-527.40-42		5/2009	523.34-
			cust 402307	503-8600-527.40-42		5/2009	128.17
			cust 402307	503-8600-527.40-42		5/2009	333.47
			cust 402307	503-8600-527.60-08		5/2009	829.78
			cust 402307	503-8600-527.60-08		5/2009	574.31
						* Total	1,342.39
05/06/2009	94072	NAPA OF INVER GROVE HEIGHTS	cust 301	503-8400-525.40-41		5/2009	78.65
			cust 301	503-8600-527.60-40		5/2009	51.11
			cust 301	503-8400-525.40-41		5/2009	2.67-
			cust 301	503-8600-527.60-40		5/2009	25.23
			cust 301	503-8600-527.60-40		5/2009	51.11-
			cust 301	503-8600-527.40-42		5/2009	51.12
			cust 301	503-8400-525.40-41		5/2009	65.33
			cust 301	503-8600-527.60-40		5/2009	35.17
			cust 301	503-8400-525.40-41		5/2009	115.48
			cust 301	503-8600-527.40-42		5/2009	59.59
			cust 301	503-8600-527.40-42		5/2009	8.50
			cust 301	503-8400-525.40-41		5/2009	65.33
						* Total	501.73
05/06/2009	94077	PERFORMANCE DRAFT BEER	inverwood golf	503-8300-524.40-42		5/2009 * Total	30.00 30.00
05/06/2009	94086	S & T OFFICE PRODUCTS	cust s28777	503-8500-526.60-10		5/2009 * Total	278.16 278.16
05/06/2009	94098	TITLEIST	acct83631243062177	503-8200-523.76-25		5/2009 * Total	404.39 404.39
05/06/2009	94102	TWIN CITY SAW	inverwood golf course	503-8600-527.40-42		5/2009 * Total	252.36 252.36
05/06/2009	94104	US FOODSERVICE	acct 223000	503-8300-524.60-65		5/2009	127.82
			acct 223000	503-8300-524.76-05		5/2009	487.15
			acct 223000	503-8300-524.60-65		5/2009	137.16
			acct 223000	503-8300-524.76-05		5/2009	503.93
			acct 223000	503-8300-524.60-65		5/2009	9.14

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/06/2009	94106	VERIZON WIRELESS	acct 480568913	503-8500-526.50-20		* Total	1,265.20
						5/2009	8.37
						* Total	8.37
05/06/2009	94108	WITTEK	acct lean	503-8100-522.60-20		* Total	1,571.78
						5/2009	1,571.78
						* Total	1,571.78
05/06/2009	94110	XCEL ENERGY	acct 5158775121	503-8600-527.40-20		* Total	1,812.54
						5/2009	1,812.54
						* Total	1,812.54
05/06/2009	94111	XCEL ENERGY	acct 5158775110	503-8600-527.40-20		* Total	14.63
						5/2009	14.63
						* Total	14.63
05/06/2009	94112	XCEL ENERGY	acct 5157543641	503-8500-526.40-10		* Total	83.80
			acct 5157543641	503-8500-526.40-20		5/2009	1,031.04
			acct 5157543641	503-8600-527.40-10		5/2009	200.27
						* Total	1,315.11
				45 Checks	** Fund Total		28,635.21
04/29/2009	93923	GAUNTHER, ANNE	class canceled	504-0000-227.10-00		* Total	20.00
						4/2009	20.00
						* Total	20.00
04/29/2009	93935	HSBC BUSINESS SOLUTIONS	acct 7737430900083159	504-6100-452.60-09	R40100	* Total	25.59
						4/2009	25.59
						* Total	25.59
04/29/2009	93937	IKON OFFICE SOLUTIONS	acct 1452531017392	504-6100-452.40-65	R90100	* Total	262.63
						4/2009	262.63
						* Total	262.63
04/29/2009	93947	LAU, JEAN	class canceled	504-0000-227.10-00		* Total	20.00
						4/2009	20.00
						* Total	20.00
04/29/2009	93956	MN BOYS SCHOLASTIC LACR	inver grove htgs	504-6100-452.50-70	R40200	* Total	200.00
						4/2009	200.00
						* Total	200.00
04/29/2009	93958	MN RECREATION AND PARK	city of inver grove htgs	504-6100-452.50-80	R90100	* Total	460.00
						4/2009	460.00
						* Total	460.00
04/29/2009	93971	OSTERTAG, HOLLY	class conflict	504-0000-347.00-00	R40100	* Total	57.00
						4/2009	57.00
						* Total	57.00
04/29/2009	93975	PETERSEN, TRACY	lowes	504-6100-452.60-09	R90100	* Total	70.18
						4/2009	70.18
						* Total	70.18
04/29/2009	93988	SPRINT	acct 302193319	504-6100-452.50-20	R90100	* Total	84.38
						4/2009	84.38
						* Total	84.38
04/29/2009	93993	STREAMLINE DESIGN INC	inver grove htgs	504-6100-452.60-45	R40200	* Total	350.00
						4/2009	350.00
						* Total	350.00
				10 Checks	** Fund Total		1,549.78

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/29/2009	93881	ACE PAINT & HARDWARE	cust 1126	505-6200-453.60-16	C25000	4/2009 * Total	21.27 21.27
04/29/2009	93883	AL'S COFFEE COMPANY	acct 2269 acct 2269	505-6200-453.60-65 505-6200-453.76-10	C30100 C30100	4/2009 4/2009 * Total	96.24 420.20 516.44
04/29/2009	93884	ALTHOFF, SAMANTHA	silver sneakers workshop	505-6200-453.50-70	C70000	4/2009 * Total	40.00 40.00
04/29/2009	93891	BAUER CUSTOM WELDING	cust c037	505-6200-453.40-40	C25000	4/2009 * Total	277.50 277.50
04/29/2009	93894	BIEBERT, CLAUDIA	bootcamp seminar	505-6200-453.50-70	C70000	4/2009 * Total	102.20 102.20
04/29/2009	93898	CHAMPIONSHIP PRODUCTS	veterans memorial	505-6200-453.60-45	C70000	4/2009 * Total	199.50 199.50
04/29/2009	93902	COMCAST	acct 8772105910127188	505-6200-453.50-70	C10000	4/2009 * Total	178.64 178.64
04/29/2009	93918	FASTENAL COMPANY	cust 11702 cust 11702	505-6200-453.60-16 505-6200-453.60-16	C25000 C25000	4/2009 4/2009 * Total	51.74 6.28 58.02
04/29/2009	93927	GRAINGER	acct 806460150 acct 806460150 acct 806460150 acct 806460150 acct 806460150 acct 806460150	505-6200-453.60-16 505-6200-453.60-16 505-6200-453.60-16 505-6200-453.60-40 505-6200-453.60-11 505-6200-453.60-16	C21000 C21000 C21000 C25000 C25000 C25000	4/2009 4/2009 4/2009 4/2009 4/2009 4/2009 * Total	24.92 95.66 13.34 494.59 47.46 26.63 702.60
04/29/2009	93930	HAWKINS, INC.	acct 108815 acct 108815	505-6200-453.60-15 505-6200-453.60-15	C25000 C25000	4/2009 4/2009 * Total	693.08 675.74 1,368.82
04/29/2009	93935	HSBC BUSINESS SOLUTIONS	acct 7737430900083159 acct 7737430900083159 acct 7737430900083159	505-6200-453.50-30 505-6200-453.60-40 505-6200-453.60-65	C16000 C10000 C50000	4/2009 4/2009 4/2009 * Total	30.96 20.58 59.78 111.32
04/29/2009	93936	IDEARC MEDIA CORP	acct 390001924527	505-6200-453.50-25	C91000	4/2009 * Total	117.00 117.00
04/29/2009	93937	IKON OFFICE SOLUTIONS	acct 1452531017392	505-6200-453.40-65	C10000	4/2009 * Total	437.71 437.71
04/29/2009	93949	LESNEY, JUNE	cancelled class	505-0000-352.35-00	C51000	4/2009 * Total	250.00 250.00
04/29/2009	93952	MAGC	attende; bethany adams	505-6200-453.50-80	C91000	4/2009	25.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/29/2009	93955	MILLER, CYNTHIA	class canceled	505-0000-352.35-00	C71000	4/2009 * Total	25.00 25.00
04/29/2009	93958	MN RECREATION AND PARK	city of inver grove hgts	505-6200-453.50-80	C10000	4/2009 * Total	460.00 460.00
04/29/2009	93959	MN SWARM	turf rental canceled	505-0000-207.03-00	C17500	4/2009 * Total	9.49 140.52 150.01
04/29/2009	93960	MONEY MAILER OF THE TWI	city of inver grove hgts	505-6200-453.50-25	C91000	4/2009 * Total	400.00 400.00
04/29/2009	93970	OLSON, RACHEL	city of inver grove hgts	505-6200-453.30-70	C51000	4/2009 * Total	350.00 350.00
04/29/2009	93977	PRECISION DATA SYSTEMS	vmcc-new member folders	505-6200-453.50-30	C10100	4/2009 * Total	867.30 867.30
04/29/2009	93989	SPRINT	acct 573073317	505-6200-453.50-20	C25000	4/2009 * Total	472.16 472.16
04/29/2009	93994	TDS METROCOM	acct 6515540132	505-6200-453.50-20	C10000	4/2009 * Total	134.94 134.94
04/29/2009	94013	1ST LINE/LEEWES VENTURE	city of inver grove hgts	505-6200-453.60-65	C30200	4/2009 * Total	144.95 360.00 504.95
05/06/2009	94032	CRARY, AMY	water noodles	505-6200-453.60-40	C70000	5/2009 * Total	10.68 10.68
05/06/2009	94078	PETTY CASH	postage mat for fitness ctr supplies	505-6200-453.50-35 505-6200-453.60-40 505-6200-453.60-65	C10100 C70000 C10000	5/2009 5/2009 5/2009 * Total	4.95 13.00 12.87 30.82
05/06/2009	94096	TAGTMEYER, ANN	training	505-6200-453.50-70	C70000	5/2009 * Total	27.50 27.50
04/29/2009	93946	LANOUE, ANN	mileage-lmclt safety mtg	602-2100-415.50-65	** Fund Total	4/2009 * Total	7,839.38 18.10 18.10
05/06/2009	94057	LEAGUE OF MN CITIES INS	city of inver grove hgts	602-2100-415.50-10 602-2100-415.50-11 602-2100-415.50-12 602-2100-415.50-15 602-2100-415.50-16		5/2009 5/2009 5/2009 5/2009 5/2009 * Total	44,762.50 28,866.00 11,354.75 485.00 3,248.25 88,716.50

City of Inver Grove Heights
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/06/2009	94058	LEAGUE OF MN CITIES INS	city of inver grove hgts	602-2100-415.70-20		5/2009	1,715.04
					** Fund Total	* Total	1,715.04
04/29/2009	93881	ACE PAINT & HARDWARE	cust 1126	603-5300-444.40-41		4/2009	9.04
						* Total	9.04
04/29/2009	93888	ASTLEFORD INT'L & ISUZU	cust 1454 city of inver grove	603-0000-145.50-00 603-0000-145.50-00		4/2009	410.07
						* Total	271.87- 138.20
04/29/2009	93890	BANNERMAN	cust c037	603-5300-444.40-41		4/2009	330.14
						* Total	330.14
04/29/2009	93896	CARQUEST OF ROSEMOUNT	cust 611420 cust 611420 cust 611420 cust 611420	603-5300-444.40-41 603-5300-444.60-12 603-0000-145.50-00 603-5300-444.40-41		4/2009	19.40
						4/2009	15.76
						4/2009	22.68
						4/2009	4.49
						4/2009	6.05
						* Total	68.38
04/29/2009	93897	CATCO PARTS SERVICE	cust 136090	603-5300-444.40-41		4/2009	90.65
						* Total	90.65
04/29/2009	93911	DON PIEHL	city of inver grove hgts	603-5300-444.60-40		4/2009	379.66
						* Total	379.66
04/29/2009	93914	EMERGENCY AUTOMOTIVE TE	city of inver grove hgts city of inver grove hgts city of inver grove hgts	603-5300-444.40-41 603-0000-145.50-00 603-5300-444.40-41		4/2009	137.00
						4/2009	202.08
						4/2009	202.09
						* Total	531.17
04/29/2009	93919	FORCE AMERICA, INC.	cust 366100 cust 366100	603-5300-444.40-41 603-5300-444.40-41		4/2009	587.37
						4/2009	225.43
						* Total	812.80
04/29/2009	93920	G & K SERVICES	cust 7494701 cust 7494701 cust 7494701	603-5300-444.40-65 603-5300-444.60-45 603-5300-444.40-65		4/2009	108.57
						4/2009	41.36
						4/2009	108.59
						4/2009	41.36
						* Total	299.88
04/29/2009	93934	HOME DEPOT CREDIT SERVI	acct 6035322502061959	603-5300-444.40-40		4/2009	190.41
						* Total	190.41
04/29/2009	93940	INVER GROVE FORD	city of inver grove hgts	603-5300-444.40-41		4/2009	65.06
						* Total	65.06
04/29/2009	93945	KREMER SPRING & ALIGNME	acct city15	603-5300-444.40-41		4/2009	667.96
						* Total	667.96
04/29/2009	93950	MACH 1 TAPING & PAINTIN	city of inver grove hgts	603-5300-444.40-40		4/2009	338.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/29/2009	93951	MADSEN, BENNETT	fuel	603-5300-444.60-21		* Total	338.00
04/29/2009	93963	NEXTEL COMMUNICATIONS	acct 249383315	603-5300-444.50-20		* Total	19.65
04/29/2009	93967	NORTHLAND CHEMICAL CORP	city of inver grove hgts	603-5300-444.60-12		* Total	82.85
04/29/2009	93976	POMP'S TIRE SERVICE, IN	acct 4502557	603-5300-444.60-14		* Total	131.96
04/29/2009	93981	REED BUSINESS INFORMATI	acct 821155	603-5300-444.50-25		* Total	131.96
04/29/2009	93985	SNAP-ON INDUSTRIAL	cust 200205153	603-5300-444.50-80		* Total	479.25
04/29/2009	93986	SOUTH ST PAUL STEEL SUP	acct 100202	603-5300-444.40-41		* Total	505.88
04/29/2009	93992	STATE OF MN-DEPT OF PUB	erc id190710050	603-5300-444.60-21		* Total	367.42
04/29/2009	94000	TRACTOR SUPPLY CREDIT P	acct 6035301200183679	603-5300-444.60-12		* Total	394.05
05/06/2009	94021	BANNERMAN	city of inver grove	603-5300-444.40-41		* Total	154.98
05/06/2009	94027	CARQUEST OF ROSEMOUNT	acct 614420	603-5300-444.40-41		* Total	154.98
			acct 614420	603-5300-444.40-41		* Total	25.00
			acct 614420	603-5300-444.40-41		* Total	25.00
			acct 614420	603-5300-444.40-41		* Total	71.79
			acct 614420	603-5300-444.40-41		* Total	71.79
			acct 614420	603-5300-444.40-41		* Total	25.00
			acct 614420	603-5300-444.40-41		* Total	25.00
			acct 614420	603-5300-444.40-41		* Total	390.66
			acct 614420	603-5300-444.40-41		* Total	70.90
			acct 614420	603-5300-444.40-41		* Total	89.66
			acct 614420	603-5300-444.40-41		* Total	551.22
			acct 614420	603-5300-444.40-41		* Total	697.93
			acct 614420	603-5300-444.40-41		* Total	697.93
			acct 614420	603-5300-444.40-41		* Total	15.94
			acct 614420	603-5300-444.40-41		* Total	2.63
			acct 614420	603-5300-444.40-41		* Total	2.63
			acct 614420	603-5300-444.40-41		* Total	38.28
			acct 614420	603-5300-444.40-41		* Total	15.94
			acct 614420	603-5300-444.40-41		* Total	22.64
			acct 614420	603-5300-444.40-41		* Total	87.30
			acct 614420	603-5300-444.40-41		* Total	50.74
			acct 614420	603-5300-444.40-41		* Total	9.56
			acct 614420	603-5300-444.40-41		* Total	71.12
			acct 614420	603-5300-444.40-41		* Total	10.65
			acct 614420	603-5300-444.40-41		* Total	10.65
			acct 614420	603-5300-444.40-41		* Total	279.64
05/06/2009	94042	FORCE AMERICA, INC.	cust 366100	603-5300-444.40-41		* Total	1,629.45
						* Total	1,629.45

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/06/2009	94044	G & K SERVICES	cust 7494701 cust 7494701	603-5300-444.40-65 603-5300-444.60-45		5/2009 5/2009 * Total	108.57 41.36 149.93
05/06/2009	94047	HARTLAND FUEL PRODUCTS	city of inver grove	603-0000-145.60-00		5/2009 * Total	12,303.28 12,303.28
05/06/2009	94050	INVER GROVE FORD	city of inver grove city of inver grove	603-5300-444.40-41 603-5300-444.40-41		5/2009 5/2009 * Total	8.62 5.93 14.55
05/06/2009	94056	KIMBALL MIDWEST	city of inver grove	603-5300-444.60-12		5/2009 * Total	108.50 108.50
05/06/2009	94061	LITTLE FALLS MACHINE IN	acct inver acct inver acct inver	603-5300-444.40-41 603-5300-444.40-41 603-5300-444.40-41		5/2009 5/2009 5/2009 * Total	353.79 485.51 160.06 999.36
05/06/2009	94079	POMP'S TIRE SERVICE, IN	acct 4502557	603-0000-145.50-00		5/2009 * Total	1,382.28 1,382.28
05/06/2009	94086	S & T OFFICE PRODUCTS	cust s28777	603-5300-444.40-40		5/2009 * Total	764.72 764.72
04/29/2009	93935	HSBC BUSINESS SOLUTIONS	acct 7737430900083159	604-2200-416.60-10	32 Checks	4/2009 * Total	155.66 155.66
04/29/2009	93977	PRECISION DATA SYSTEMS	vmcc copy paper	604-2200-416.60-10	** Fund Total	4/2009 * Total	274.40 274.40
05/06/2009	94086	S & T OFFICE PRODUCTS	cust s28777 cust s28777	604-2200-416.60-10 604-2200-416.60-10		5/2009 5/2009	37.72 28.84
			cust s28777 cust s28777 cust s28777	604-2200-416.60-10 604-2200-416.60-10 604-2200-416.60-10		5/2009 5/2009 5/2009	15.88 42.81 77.55
			cust s28777 cust s28777 cust s28777	604-2200-416.60-10 604-2200-416.60-10 604-2200-416.60-10		5/2009 5/2009 5/2009	28.07 23.24 54.22
			cust s28777	604-2200-416.60-10		5/2009 * Total	149.59 457.92
04/28/2009	93880	US POSTMASTER	city of inver grove hgts	605-3100-419.50-35	3 Checks	4/2009 * Total	887.98 1,215.10
04/29/2009	93932	HILLYARD INC	acct 274069	605-3100-419.60-11		4/2009 * Total	401.90 401.90
04/29/2009	93939	INTEGRA TELECOM	acct 2129	605-3100-419.40-40		4/2009	154.88

City of Inver Grove Heights
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/29/2009	93968	NS/I MECHANICAL CONTRAC	ctyofigh	605-3100-419.40-40		4/2009 * Total	1,893.00 1,893.00
04/29/2009	93994	TDS METROCOM	acct 6515540132	605-3100-419.50-20		4/2009 * Total	416.97 416.97
04/29/2009	94003	US POSITMASTER	standard mail	605-3100-419.50-35		4/2009 * Total	360.00 360.00
05/06/2009	94024	BETTS, BETH	city of inver grove	605-3100-419.30-70		5/2009 * Total	388.86 388.86
05/06/2009	94049	INTEGRA TELECOM	acct 2129	605-3100-419.40-40		5/2009 * Total	621.62 621.62
04/29/2009	93882	ADVANCED TECHNOLOGY SYS	cityinver	606-1400-413.60-10	** Fund Total	4/2009 * Total	5,452.33 1,461.34 1,461.34
04/29/2009	93909	DELL MARKETING	acct 019368783	606-1400-413.40-49		4/2009 * Total	166.52 166.52
04/29/2009	93969	OFFICE OF ENTERPRISE TE	acct b00171	606-1400-413.30-75		4/2009 * Total	311.81 311.81
04/29/2009	94004	VERIZON WIRELESS	acct 280581502	606-1400-413.50-20		4/2009 * Total	32.07 32.07
04/29/2009	93889	BAJA SOL	new employee recognition	702-0000-229.02-00	** Fund Total	4/2009 * Total	1,971.74 1,020.27 1,020.27
04/29/2009	93943	KENNEDY & GRAVEN	city of inver grove hgts	702-0000-228.79-00		4/2009 * Total	676.50 676.50
05/06/2009	94045	GADIANT, CATHERINE	pop-new employees	702-0000-229.02-00		5/2009 * Total	107.63 107.63
05/06/2009	94053	KENNEDY & GRAVEN	city of inver grove	702-0000-228.79-00		5/2009 * Total	3,267.50 3,267.50
04/29/2009	93895	BRINKMAN, AMY	food-spring clean up days	703-5500-446.60-65	** Fund Total	4/2009 * Total	5,071.90 257.96 257.96
					1 Checks	** Fund Total	257.96
					273 Checks	*** Bank Total	1,043,077.49

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
273 Checks *** Grand Total							1,043,077.49

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Final Compensating Change Order No. 3, Final Pay Voucher No. 5, Engineer's Final Report and Resolution Accepting Work for City Project No. 2005-11 – 65th Street East & Delaney Avenue East Street Improvements

Meeting Date: May 11, 2009
 Item Type: Consent
 Contact: Scott D. Thureen, 651-450-2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *SDT CS*

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

PURPOSE/ACTION REQUESTED

Consider Final Compensating Change Order No. 3, Final Pay Voucher No. 5, Engineer's Final Report and Resolution Accepting Work for the 2006 Pavement Management Program, City Project No. 2005-11 – 65th Street East & Delaney Avenue East Street Improvements.

The contractor has completed the work in accordance with the contract plans and specifications.

Engineering recommends approval of Compensating Change Order No. 3 for a deduct of (\$20,731.12), Final Pay Voucher No. 5 in the amount of \$1,834.94, for a total contract amount of \$183,494.28, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2005-11 – 65th Street East & Delaney Avenue East Street Improvements.

SDT/kf
 Attachment: Final Compensating Change Order No. 3
 Final Pay Voucher No. 5
 Engineer's Final Report
 Resolution

FINAL COMPENSATING CHANGE ORDER NO. 3

**CITY PROJECT NO. 2005-11
65TH STREET EAST AND DELANEY AVENUE STREET IMPROVEMENTS**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: April 28, 2009
Contractor: Frattalone Company, Inc. 3205 Spruce Street St. Paul, MN 55117	Engineer: City of Inver Grove Heights

Purpose of Change Order

Final compensating amount to balance value of work completed and total payments made to contractor. Accounts for miscellaneous increases and decreases in contract quantities listed in the final pay voucher no. 5.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$192,396.15	Original Contract Time:
Previous Change Orders No. <u>1</u> to No. <u>2</u> \$11,829.25	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$204,225.40	Contract Time Prior to this Change Order
Net Decrease of this Change Order \$20,731.12	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$183,494.28	Contract Time with Approved Change Orders
Recommended By: _____ Mike Edwards, Senior Engineering Technician	Approved By: _____

Approved By:



Scott D. Thureen
Public Works Director

Approved By:

George Tourville, Mayor

Date of Council Action:

May 11, 2009

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ENGINEER'S REPORT OF FINAL ACCEPTANCE

CITY PROJECT NO. 2005-11
65TH STREET EAST AND DELANEY AVENUE STREET IMPROVEMENTS

May 4, 2009

TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have received the work under contract to Frattalone Companies, Inc. The work consisted of street reconstruction.

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

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

ORIGINAL CONTRACT PRICE	\$192,396.15
CHANGE ORDERS (NO. 1, 2)	\$11,829.25
CHANGE ORDER (NO. 3) DEDUCT	(\$20,731.12)
FINAL CONTRACT AMOUNT	\$183,494.28
FINAL VALUE OF WORK	\$183,494.28
PREVIOUS PAYMENTS	\$181,659.34
BALANCE DUE	\$1,834.94

Sincerely,



Scott D. Thureen, P.E.
Public Works Director

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

**RESOLUTION ACCEPTING WORK OF FRATTALONE COMPANY, INC. AND AUTHORIZING FINAL
PAYMENT IN THE AMOUNT OF \$1,834.94**

**2006 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2005-11 - 65TH STREET EAST AND DELANEY AVENUE STREET
IMPROVEMENTS**

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated May 8, 2006, Frattalone Companies, Inc., satisfactorily completed improvements and appurtenances for the 2006 Pavement Management Program, City Project No. 2005-11 – 65th Street East and Delaney Avenue Street Improvements.

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

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

Adopted by the City Council of Inver Grove Heights this 11th day of May 2009.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Title: Authorize Advertisement for Request for Proposal for Contracted Cleaning Services for City Facilities

Meeting Date: May 11, 2009
Item Type: Consent Agenda
Contact: Michael Sheggeby 651.450.2514
Prepared by: Michael Sheggeby
Reviewed by: Eric Carlson – Parks & Recreation

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

PURPOSE/ACTION REQUESTED

Consider advertising an RFP for contacted cleaning services for City Facilities

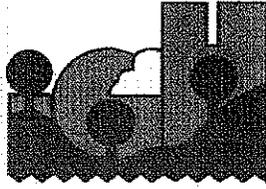
SUMMARY

Currently City Facilities are cleaned by City staff. In an effort to provide cleaning services at a reduced cost, City staff has been working with Hillyard since late last year to develop cleaning tasks for each facility and look at options for meeting our cleaning goals. Staff and Hillyard have looked at current labor costs for providing these services and believe that based on this information that contract cleaning services should be considered because of the potential for increased efficiency, at a reduced to the City.

Contract Cleaning Services RFP would include the following facilities:

- Community Center
- City Hall/Police
- Maintenance Facility
- Fire Station #1
- Fire Station #3

Based on the proposals the City could consider none, some or all of these facilities. A decision by the City to contract out cleaning services would result in the elimination of up to four (4) full-time custodial positions.



City of Inver Grove Heights

Request for Proposal

Invitation

Specifications for:

Contract Cleaning Services

Buyer:

Michael Sheggeby
Manager of Arena & Building
Maintenance Operations
(651) 450-2514
msheggeby@ci.inver-grove-
heights.mn.us

Proposal Due Date and Time:

May 29, 2009; 4:00PM

Facility Tours:

May 21, 2009; 10:00AM

Submit Proposals to:

(Do Not Open)
City of Inver Gove Heights
Attn: Michael Sheggeby
Contract Cleaning Service Proposal
8055 Barbara Avenue
Inver Grove Heights, MN 55077

Table of Contents

ARTICLE	PAGE NUMBER
I. Introduction.....	3
II. Length of Agreement.....	3
III. Training & Licenses.....	3
IV. Insurance.....	3-4
V. Waiver of Subrogation.....	4
VI. Indemnity.....	4
VII. Assignment.....	4
VIII. Character of Work.....	4
IX. Equipment.....	5
X. Supplies.....	5
XI. Facility Security.....	5
XII. Uniforms.....	5
XIII. Safety.....	5
XIV. Conformity to Law.....	6
XV. Employees.....	6
XVI. Interference with Other Use.....	6
XVII. Notices.....	7
XVIII. Proposal Requirements.....	7
XIX. Selection of Contractor.....	8
XX. Contract.....	8

APPENDIX A – TASKING & STAFF COVERAGE INFORMATION
APPENDIX B – TASKING PER FACILITY
BID SHEET

Article I. Introduction

The City of Inver Grove Heights is accepting proposals from companies interested in providing facility contract cleaning services for the Veterans Memorial Community Center, City Hall, Maintenance Facility, Fire Station #1 and Fire Station #3. The successful bidder may have the responsibility of providing cleaning services for any combination or all of the city facilities outlined above at the City's discretion.

Article II. Length of Agreement

Agreement will be a two (2) year agreement, with one (1) one year option. The contract may be terminated by either party by providing a 30 day written notice. The option year may be exercised by the City of Inver Grove Heights at its sole discretion.

Article III. Training & Licenses

The contractor will provide employees that are well trained in cleaning techniques. Contractor, at its own expense, shall obtain and keep in effect all licenses or permits which may be required by law to operate a Contractor Cleaning Services Operation provided.

Article IV. Insurance

Contractor shall procure and shall maintain in effect during the life of this Agreement, Comprehensive General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000.00 for each occurrence, and \$1,000,000.00 aggregate for Bodily Injury Liability, and \$1,000,000.00 for each occurrence for Property Damage Liability. In addition, Comprehensive General Liability Insurance shall include coverage for Personal Injury Liability (including employment related suits), Independent Contractors Liability, and Blanket Contractual Liability.

Contractor shall procure and shall maintain in effect during the life of this Agreement, Comprehensive No-fault Automobile Liability Insurance with residual liability limits of \$1,000,000.00 each occurrence for Bodily Injury Liability and \$1,000,000.00 each occurrence for Property Damage Liability. Such coverage is to include Employers Non-Owned and Hired Car Liability and need cover only vehicles owned, leased, operated by or on behalf of Tenant.

Any insurance required hereby shall be placed with a financially responsible insurance company licensed to write insurance in the State of Minnesota, with a

certificate of insurance to be furnished to the City, and the City shall be designated as an additional insured party. Each policy shall be endorsed to provide the City thirty (30) days prior notice of any cancellation or reductions in coverage.

Article V. Waiver of Subrogation

Each party hereto does hereby release the other party hereto, and any officer, agent, employee, or representative of such party, of and from all liability whatsoever hereafter arising from loss, damage, or injury caused by fire, vandalism, or other casualty for which insurance (permitting waiver of liability and containing a waiver of subrogation) is carried by the insured party at the time of such loss, damage, or injury to the extent of any recovery by the injured party under such insurance.

Article VI. Indemnity

Contractor shall indemnify and forever save and hold the City, its officials, agents, and employees, harmless from and against all liability, actions, claims, demands, costs, damages, or expense of any kind which may be brought or made against the City, its officials, agents, or employees or which the City may pay or incur, by reason of tenants, negligent performance of or failure to perform any of its obligations under this Agreement or by reason of any occurrence in or upon the Premises during the agreement, excepting only any such liability which may arise by reason solely of the actions of any failure to act on the part of the City, its officials, agents, or employees.

Article VII. Assignment

Contractor shall not assign its rights under this Agreement without prior written consent of the City being required.

Article VIII. Character of Work

All work performed by the contractor hereunder shall be performed in a good and workmanlike manner. The Premises shall be left at the completion of such work in a safe and clean condition and in good order and repair. Contractor shall perform all such work in conformity with all applicable and lawful codes, ordinances, regulations, and statutes.

Article IX. Equipment

All equipment required to execute the terms of this contract will be supplied and are the property of the City of Inver Grove Heights. All such equipment shall be kept in good working order and appearance. Costs of maintenance and repairs shall be paid directly by The City of Inver Grove Heights. the City of Inver Grove Heights will provide sufficient staging areas and storage space for the use of the cleaning contractor and for the on-site storage of the required equipment and supplies. All purchases are subject to budget guidelines set forth by the City of Inver Grove Heights, and the City of Inver Grove Heights reserves the right to pre-approve all purchases.

Article X. Supplies

The ordering of all cleaning supplies will be the responsibility of the City of Inver Grove Heights with assistance from the cleaning contractor to keep inventories and inform the City of necessary items. The City of Inver Grove Heights will pay directly for the required cleaning supplies. The City of Inver Grove Heights will specify for the cleaning contractor any special requirements regarding the products, chemicals or supplies that must be used to clean particular finishes / surfaces within City facilities. These requirements may change at the discretion of the City of Inver Grove Heights.

Article XI. Facility Security

Employees of the cleaning contractor shall adhere to all established security procedures at each facility, including but not limited to, signing in and out of the facility and displaying an identification badge at all times while working in and around the facility. Should The City of Inver Grove Heights find any undesirable conduct by a cleaning employee, they shall immediately notify the contractor verbally, followed by written notification to the contractor. All employees are subject to an appropriate background check provided by the contractor. Additional background checks will be required for individuals working at City Hall/Police (Criminal back ground and finger printing).

Article XII. Uniforms

The cleaning contractor will be required to provide uniforms for contractor's employees. The City of Inver Grove Heights must approve design of Contractor's uniforms.

Article XIII. Safety

Contract(s) shall enforce and its employees shall comply with all applicable O.S.H.A. work safety regulations.

Article XIV. Conformity to Law

Contractor shall promptly observe, perform, execute, and comply with all applicable laws, ordinances, rules and regulations of every duly constituted governmental authority or agency relating to the Agreement. Contractor, upon notice of any violation, shall have the right to correct same within the time allowed for correction or compliance.

Article XV. Employees

- 15.1 The contractor and its employees are independent from the City. The contractor assumes all responsibility for employment of its employees
- 15.2 Contractor may employ such persons as may be required in the operation, supervision, management, and maintenance of the Full Service Program. Contractor shall, where applicable, comply with the requirements of all federal, state, and local laws, ordinances, rules or regulations relating to minimum wages, social security, unemployment insurance, and worker's compensation and will not discriminate against any employee or applicant for employment in violation of state or federal statutes. If required, contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the appropriate governmental agency setting forth the fact that venter is an *"Equal Opportunity Employer"* and the applicable non-discrimination provisions. Contractor shall require all employees to exercise courtesy and consideration in their relations with the public. Contractor shall comply with the Minnesota Human Rights Act, Minnesota Statutes Chapter 363.
- 15.3 Successful contractor shall give consideration to hiring the full-time City employees that would be laid off as a result of contracting cleaning services. Contractor has the right to determine if these employees meet the qualifications and experience for employment by contract cleaning service.

Article XVI. Interference with Other Uses

In the operation and conduct of the cleaning services program and in the exercise of any rights and privileges herein granted, Contractor shall not interfere with the general use of the surrounding property. Contractor as required shall coordinate and or adjust cleaning schedules to accommodate building trades, contractors, and maintenance staff.

Article XVII. Notices

All notices required to be given by either party hereunder shall be in writing and sent to the following address:

City: Veterans Memorial Community Center
8055 Barbara Avenue
Inver Grove Heights, MN 55077

Contractor: _____

Article XVIII. Proposal Requirements

18.1 Technical Proposal

- A. Description of Bidder – provide a brief company overview including history, size, number of employees, affiliated companies, etc.
- B. Experience of Bidder – List relevant company experience within the past five years, including current contracts and references. In particular, identify any experience on contracts similar in scope and size to this bid. (Maximum one page). Information should include relevant experience of any and all subcontractors or partners.
- C. Contract Organization – Identify and explain the specific organization of the proposed project team, including key personnel and how this project fits in with other areas of your company's operation.
- D. Experiences of Key Personnel – Briefly summarize the experience of key personnel who would be working on this contract.
- E. Cleaning Work Plan – Present a general plan of approach for meeting the cleaning tasking and staff coverage.
 - 1. Organize tasks to be performed.
 - 2. Approximate number of personnel assigned to each task.
 - 3. Major pieces of equipment to be utilized.
 - 4. Amount of office/storage space desired.
 - 5. Quality control plan & Supervision
 - 6. Other information

18.2 Price Proposal

Based on the tasking and staff coverage, provide an monthly proposal for each facility that includes all costs. Enter proposals on bid sheet provided.

Article XIX. Selection of a Contractor

Proposals will be evaluated on these criteria:

1. Cost of Services
2. Relevant Experience of Bidder & Key Personnel
3. Cleaning Work Plan

Staff will recommend to the City Council the contractor that appears to meet our request and provide the best benefit to the community. The City Council will make the final decision on the selection of the Cleaning Services Contractor.

The City of Inver Grove Heights retains the right to reject any or all proposals.

Article XX. Contract

Successful party will be required to enter into a contract with the City of Inver Grove Heights.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

APPROVE MATERIAL TESTING AND SPECIAL INSPECTIONS CONTRACT FOR CONSTRUCTION OF PUBLIC SAFETY ADDITION/CITY HALL RENOVATION AS REQUIRED BY THE CURRENT BUILDING CODE

Meeting Date: May 11, 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 Approve material testing and special inspections for Public Safety Addition/City Hall Renovation.

SUMMARY There is Materials Testing and Special Inspections required for the construction of the Public Safety Addition and City Hall Renovation under the current building code. These services were not included under the General Contractor’s contract, but were RFP’d for separately.

Special Inspections are required for; Cast-In-Place Concrete, Structural Masonry and Structural Steel. Material Testing and Inspections are required for; Cast-In-Place Concrete, Unit Masonry, Sprayed Fireproofing, Firestopping, Glazed Aluminum Curtain Wall, Excavation and Fill, Asphalt Paving and Sitework Concrete.

The Owner’s Representative issued the RFP, with five responses submitted. Both the Owner’s Rep and the Architects have reviewed the submittals. They first sorted by qualifications and understanding of the scope of work. Of the qualified shortlist, McGhie and Betts, Inc. was the lowest in cost. The Owner’s Rep has advised the City that they and the Architect’s recommend awarding the contract to McGhie and Betts, Inc. for a not to exceed amount of \$44,172.50.

There is \$50,854 allocated in the project budget to cover materials testing and special inspections.

Staff recommends approval of the attached contract for services.

STUDIO
FIVE
ARCHITECTS

May 4, 2009

Ms. Jenelle Teppen
Assistant City Administrator
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, Minnesota 55077

Re: Public Safety Addition and City Hall Remodel
Testing and Special Inspections RFP
SFA Project No. 1264.00

Dear Ms. Teppen,

On April 1, 2009, Studio Five Architects issued a Request for Proposal for Material Testing and Special Inspection services, which are required by the current building code. We received five responses to the Request for these services. We have reviewed the proposals and have received comments from the architect, BKV Group, as well as their structural and civil engineers. Of the proposals received, McGhie & Betts provided a comprehensive work scope and understanding of the project needs.

Our recommendation is to proceed with the services of McGhie & Betts and to enter into an agreement for the proposed not to exceed amount of \$44,172.50. Two signature pages are included within their proposal, \$12,752.50 for special structural testing and \$31,420.00 for miscellaneous material testing and inspections.

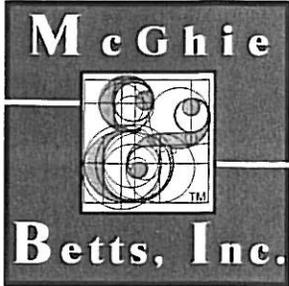
If you have questions or comments, please contact our office.

Sincerely,



Michael D. Pederson AIA

Cc: Linda McCracken-Hunt, SFA



April 17, 2009

Mr. Michael D. Peterson AIA
Studio Five Architects, Inc.
1170 Ford Centre
420 North 5TH Street
Minneapolis, Minnesota 55401

Northfield
Minnesota

Land Surveying

Civil Engineering

Geotechnical Engineering

Construction Material Testing

Environmental Services

Re: Special Structural Testing & Inspection Services Proposal
Inver Grove Heights Public Safety Center Addition & Remodel
8150 Barbara Avenue
Inver Grove Heights, Minnesota
MBI Project # N9001/N9001

Dear Mr. Peterson:

McGhie & Betts, Inc. is pleased to present a proposal for professional services. This proposal will define our scope of work and provide you with an estimated cost for the project services requested. McGhie & Betts have an office located in Northfield, Minnesota, at 1604 Riverview Lane. This location makes us accessible to the project site and allows us to provide timely and cost-effective services for this project.

Project Information

We understand that the Inver Grove Public Safety Center Addition and Remodel project will consist of a two-story addition totaling approximately 43,000 square feet, and remodeling of approximately 21,000 square feet. The structure will be slab-on-grade (basement level)/slab on metal deck (main level), supported on conventional spread footings/column pads, poured concrete and concrete masonry unit walls (below grade), reinforced concrete masonry unit exterior walls, structural steel framing, and steel roof deck. The project includes installation of underground utilities, and grading for two parking areas and access roads. We also assume that construction of the addition (Phase I) will begin early May of 2009 and be completed by July of 2010, and the remodeling will start in August of 2010 with completion in July of 2011.

Scope of Services

We propose to provide Construction Materials Testing and Special Structural Testing and Inspections for this project. Our involvement on this project will include project-testing services related to:

1604 Riverview Lane
Northfield, MN 55057

Tel. 507.645.0964
Fax. 507.645.2842

e-mail. mlc@mbi-nf.com

Established 1995

Special Structural Testing and Inspections

1. Cast-In-Place Concrete
2. Structural Masonry
3. Structural Steel

Miscellaneous Material Testing and Inspections

1. Cast-In-Place Concrete
2. Unit Masonry
3. Sprayed Fireproofing
4. Firestopping
5. Glazed Aluminum Curtain Wall
6. Excavation and Fill
7. Asphalt Paving
8. Sitework Concrete

A detailed proposal presenting the estimated hours or number of tests is attached.

Fees

We have prepared the attached cost estimate based upon our understanding of the project and the plans and specifications available. Our fees for these services will be charged on an hourly or unit price basis. Invoicing will be monthly in accordance with the attached Schedule of Hourly Rates and Charges. The City of Inver Grove Heights will be notified prior to any changes in the number of tests or hours that could affect the total cost of our services.

Schedule

McGhie & Betts is prepared to meet your project schedule. We anticipate your project superintendent will handle coordination of the site services and that we would be notified when tests and observations are required.

Acceptance

Please indicate your acceptance of this proposal by endorsing a copy of this proposal and returning it to us and retaining the original for your records. If you have any questions, please contact Barry Hentz at 507-645-0964.

McGhie & Betts appreciates the opportunity of being considered for this project and we look forward to providing our services to you.



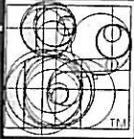
Very truly yours,

McGHIE & BETTS, INC.

Barry J. Hentz
Northfield Branch Manager

Mark W. Osborn P.E.
Geotechnical Engineer

McGhie



Betts, Inc.

Northfield
Minnesota

1604 Riverview Lane
Northfield, MN 55057

Tel. 507.645.0964
Fax. 507.645.2842
e-mail. mlc@mbi-nf.com

Equal Opportunity Employer

PROFESSIONAL SERVICE ORDER

Project Number: N9001/N9001

Client Name: Studio Five Architects, Inc.

Address: 1170 Ford Centre/420 North 5th Street

City/State/Zip Minneapolis, Minnesota 55401

Ordered By: Mr. Michael D. Peterson AIA

Date: 4/17/2009

Client Phone No.: (612) 339-0605

Legal Description of Property or Project Site:

Inver Grove Heights Public Safety Center Addition & Remodel

8150 Barbara Avenue

Inver Grove Heights, Minnesota

Send Copies To: (1) BKV Group

(2) Krech, OBrien, Mueller & Associates (Owners Representative)

(3) City of Inver Grove Heights-Building Inspections Department

(4)

(5)

Description of Services Requested:

Special Structural Testing and Inspections Services

Cost Estimate of Services: \$12,752.50 (as outlined on attached proposal)

Order Taken By: Barry Hentz

Mail Invoice To:

(If Different from Above)

Address:

Owner's Purchase Order No.:

Field Work Completed By: Date:

Office Work Completed By: Date:

Drawing No.: Filed: To Owner:

Original: No. of Prints Requested:

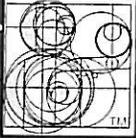
The undersigned hereby requests McGhie & Betts, Inc., Northfield, Minnesota, to perform the services outlined herein. I further agree that payment for services outlined shall be made at 30 day intervals as charges are incurred and billed unless other arrangements are made and so stated herein. I understand that a finance charge at the rate of 1 1/2% per month on the unpaid balance shall be charged on all accounts over 30 days past the statement date, which is an annual percentage rate of 18%, and that the minimum finance charge will be \$1.00 per month. I certify that if I am not an agent for the owners of the project, that I am personally liable for the cost of the services ordered and if I am an agent for the owner, that I have secured proper authority to insure the cost of the services ordered on their behalf.

X Signature and Title

Print and Sign

Date

McGhie



Betts, Inc.

Northfield
Minnesota

1604 Riverview Lane
Northfield, MN 55057

Tel. 507.645.0964
Fax. 507.645.2842
e-mail. mlc@mbi-nf.com

Equal Opportunity Employer

PROFESSIONAL SERVICE ORDER

Project Number: N9001/N9001

Client Name: Studio Five Architects, Inc.

Address: 1170 Ford Centre/420 North 5th Street

City/State/Zip Minneapolis, Minnesota 55401

Ordered By: Mr. Michael D. Peterson AIA

Date: 4/17/2009

Client Phone No.: (612) 339-0605

Legal Description of Property or Project Site:

Inver Grove Heights Public Safety Center Addition & Remodel

8150 Barbara Avenue

Inver Grove Heights, Minnesota

Send Copies To: (1) BKV Group

(2) Krech, OBrien, Mueller & Associates (Owners Representative)

(3) City of Inver Grove Heights-Building Inspections Dept.

(4)

(5)

Description of Services Requested:

Miscellaneous Materials Testing and Inspections Services

Cost Estimate of Services: \$31,420.00 (as outlined on attached proposal)

Order Taken By: Barry Hentz

Mail Invoice To:

(If Different from Above)

Address:

Owner's Purchase Order No.:

Field Work Completed By: Date:

Office Work Completed By: Date:

Drawing No.: Filed: To Owner:

Original: No. of Prints Requested:

The undersigned hereby requests McGhie & Betts, Inc., Northfield, Minnesota, to perform the services outlined herein. I further agree that payment for services outlined shall be made at 30 day intervals as charges are incurred and billed unless other arrangements are made and so stated herein. I understand that a finance charge at the rate of 1 1/2% per month on the unpaid balance shall be charged on all accounts over 30 days past the statement date, which is an annual percentage rate of 18%, and that the minimum finance charge will be \$1.00 per month. I certify that if I am not an agent for the owners of the project, that I am personally liable for the cost of the services ordered and if I am an agent for the owner, that I have secured proper authority to insure the cost of the services ordered on their behalf.

X Signature and Title

Print and Sign

Date

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER CONTRACT WITH FIREMAN’S FUND INSURANCE FOR BUILDER’S RISK INSURANCE FOR CITY PROJECT 2008-18 PUBLIC SAFETY ADDITION/CITY HALL RENOVATION

Meeting Date:
Item Type:
Contact:
Prepared by:
Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED Consider a contract with Fireman’s Fund Insurance for Builder’s Risk Insurance for City Project 2008-18 Public Safety Addition/City Hall Renovation.

SUMMARY Builder’s Risk Insurance coverage is a type of property insurance that insures against risk of loss from damage to property whether new construction or renovation. Construction projects often involve unique risks that are not usually contemplated by standard property coverage forms. For example, buildings under construction are more prone to damage from the elements than are completed structures. Builder’s Risk policies do not cover losses occurring before construction begins or after completion of construction; construction must be in progress for coverage to exist.

The City’s coverage under the League of Minnesota Cities Insurance Trust policy provides a basic level of protection for construction projects. While LMCIT’s property coverage is not specifically labeled as a “builder’s risk policy,” it effectively does the same thing and is considered equivalent coverage. This automatic coverage is limited though to construction projects less than \$2 million.

While some cities require the contractor to procure the coverage and name the city as an additional insured, it can increase the cost of the overall cost of the project. Purchasing the coverage separately seems to be most cost-effective.

Staff requested the City’s broker to procure quotes for the coverage, and the least expensive quote was received from Fireman’s Fund. The liability limit is set at \$11,700,000 with a deductible amount of \$10,000 for a premium of \$13,267.

We have \$50,000 allotted in the project budget to cover this expense.

Builders Risk - Property In Reconstruction - 751

BUILDINGS

This endorsement modifies insurance provided under the following: Builders Risk Form 140360 02 88

BUILDERS RISK

- I. The following is added to Section B. Property We Cover:
 4. Buildings or structures in course of reconstruction or renovation.
- II. The most we will pay for "loss" to any existing building or structure is \$ 6,469,538. This limit is in addition to applicable Limits of Insurance.
- III. The following is added to Section H. How covered property will be valued in the event of loss or damage. Valuation in regard to existing buildings or structures only:

The value of existing buildings or structures will be the least of the following amounts.

The Limit of Insurance applicable to the property;

The cost to replace the property with other property that is functionally equivalent to and less costly than current property. Replacement cost will be determined by using common construction materials and methods instead of obsolete, antique or custom construction materials or methods;

The most you spend that is necessary to repair or replace the property; or

The amount actually paid to purchase the existing building or structure.

- IV. Coinsurance does not apply to property to which this endorsement applies.

Premium Summary

Premium Excluding Terrorism	\$13,267
Terrorism Coverage	5 % If terrorism coverage is purchased, there will be either an additional or return premium equal to the percentage shown above on all monetary endorsements and adjustments.
Terrorism Premium	\$663 (Dollar amount that equates to the percentage above)
Applicable Surcharges with Terrorism	\$
Applicable Surcharges without Terrorism	\$
Total Policy Premium with Terrorism (plus applicable Surcharges)	\$13,930
Total Policy Premium without Terrorism (plus applicable Surcharges)	\$13,267
Special Conditions	-----

PLEASE NOTE:

Occupancy Clause G. on Builders Risk form 140360 0288 is hereby amended to allow for partial occupancy during the course of construction.

This quote reflects a pro-rated coverage period of 870 days.

Optional Quote without Flood and Earthquake coverage: \$12,552 for quoted project period of 870 days.

Optional quote for a \$25,000 deductible would be \$11,872. Without Flood and Earthquake, the project premium @ \$25,000 deductible would be \$11,157.

Commission 15%

This quotation includes the following forms as approved by the applicable state:

- **Detrimental Code Exclusion**
- **Fungi Limitation Endorsement**

This quote is valid for thirty (30) days and is subject to change or retraction in the event of claim activity or an increase or change in exposures prior to binding coverage.

Terms and conditions outlined in this quote may differ from the specifications submitted; please review the specific coverage part for details on coverages and exclusions. Changes in the information in your submission or changes in the job specifications may change the terms of this quote.

We look forward to receiving your order to bind coverage.

Sincerely,

Tom Bromann
Senior Inland Marine Underwriter
(952) 486-5243
tbromann@ffic.com



IMPORTANT NOTICE REGARDING TERRORISM COVERAGE – 386357 12 07

This notice applies to the type(s) of insurance provided under this policy that are subject to the Terrorism Risk Insurance Act, as amended ("The Act"). You are hereby notified that under The Act you have a right to purchase insurance coverage for losses arising out of **certified acts of terrorism**, as defined in Section 102(1) of The Act: The term **certified act of terrorism** means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHEN COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURER'S LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEEDS \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

This quotation includes an offer of coverage for losses due to **certified acts of terrorism**, as defined by The Act, and, if accepted, will be subject to the limit(s), terms and conditions of any policy subsequently issued. The quoted premium for this terrorism coverage is \$663

In order to accept or reject this offer of terrorism coverage for the premiums stated above please do one of the following:

To Reject this offer, do **ALL** of the following:

- (1) Communicate your decision to your agent or broker representing The Fireman's Fund Insurance Companies; and
- (2) Mark the "Reject" option below, sign and date below, and return the original signed document to your agent or broker representing Fireman's Fund Insurance Companies

To Accept this offer, do **ALL** of the following:

- (1) Communicate your decision to your agent or broker representing The Fireman's Fund Insurance Companies; and
- (2) Pay the premium by the due date shown on your premium billing.

Please note that any coverage mandated by applicable Standard Fire Policy laws or Workers Compensation laws in your state will not be affected by your rejection below of terrorism coverage.

If you have any questions about this or any other insurance matter, please contact your agent or broker representing the Fireman's Fund Insurance Companies.

TERRORISM COVERAGE ELECTION:

I REJECT COVERAGE FOR LOSSES DUE TO TERRORIST ACTS, AS DEFINED IN THE ACT.

Applicant: _____

Signature: _____

Title: _____

Date: _____

Insurance Company: 1 FIREMANS FUND INSURANCE CO.

Please return to your agent or broker representing the Fireman's Fund Insurance Companies.

Insured	INVER GROVE HEIGHTS CITY OF	Policy Number	
Producer	ARTHUR J. GALLAGHER & CO OF MN	Effective Date	05/01/2009

**LEVANDER,
GILLEN &
MILLER, P.A.**

ATTORNEYS AT LAW

ROGER C. MILLER
TIMOTHY J. KUNTZ
DANIEL J. BEESON
ROLLIN H. CRAWFORD
KENNETH J. ROHLF
TONETTA T. DOVE
STEPHEN H. FOCHLER
JAY P. KARLOVICH*
ANGELA M. LUTZ AMANN
KORINE L. LAND
ANN C. O'REILLY
HELEN R. BROSNAHAN

HAROLD LEVANDER
1910-1992

ARTHUR GILLEN
RETIRED

*also admitted in North Dakota

MEMO

FROM: ~~Timothy J. Kuntz, City Attorney~~ **Timothy J. Kuntz, City Attorney** and Councilmembers
DATE: May 11, 2009
RE: Coca Cola Beverage Agreement
Our File No. 81000.11000

Section 1. Background. The City issued a Request for Proposals for Advertising and Beverage Availability Rights. Pepsi and Coca Cola responded to the Request for Proposal. At the January 26, 2009 meeting, the City Council considered the proposals and awarded the beverage contract to Coca Cola. The City Council directed the City Attorney to formalize an agreement with Coca Cola consistent with its proposal. Because the City Council has approved the terms of the proposal, the formalized contract is on the consent agenda for the City Council's consideration.

The financial terms of the agreement are:

Sponsorship Fees

Coca Cola will pay the City \$6,000 annually for 5 years for a total \$30,000 in consideration of exclusive beverage availability at City Facilities

Commissions

The City will earn commissions on beverages sold from vending equipment at City facilities. The commission rate will automatically decrease 2% annually during the term of the agreement. However, initial vend and commission rates are as follows:

<u>Product</u>	<u>Vend Price</u>	<u>Commission Rate</u>
20 oz carbonated soft drinks (CSD) & Dasani waters	\$1.50	32%
20 oz glaceau vitaminwater	\$2.00	24%
12 oz CSD	\$0.65	0%
20 oz Powerade	\$1.50	24%

Commissions will automatically decrease by two percent (2%) annual after the first year.

Rebates

The City will earn rebates on purchases of Coca Cola products, specifically syrup mixes and cases of bottled beverages. The rebates will be credits on City invoices.

The On-Invoice Rebates for the products are as follows:

<u>Product</u>	<u>Rebate</u>
12 oz CSD	\$1.95/case
20 oz Dasani Water (Regular)	\$3.00/case
20 oz Powerade	\$4.65/case
20 oz glaceau vitaminwater	\$3.45/case
20 oz CSD	\$6.40/case
5.0 gallon Beverage in Bag (BIB)	\$7.80/case
2.5 gallon BIB Premium	\$6.35/case
2.5 gallon BIB	\$5.20/case

There are minimum beverage purchase requirements. Additionally, there is a 5% cap on annual increases of beverage prices.

Other salient terms of the Agreement include:

- Agreement is for exclusivity of beverage vending rights;
- Agreement term is 5 years.
- Termination may occur upon default by either party after 30 day cure period
- City must purchase cups and lids from Coca Cola
- Coca Cola has a royalty free license to use City's trademarks
- Coca Cola may be advertised as the exclusive or official drink of the City

Section 2. Council Action. The Council is asked to consider approval of the attached contract.

AGREEMENT

THIS AGREEMENT made and entered into as of May 1, 2009, (the "Effective Date") by and between the City of Inver Grove Heights and Coca-Cola Enterprises Inc. d/b/a Midwest Coca-Cola Bottling Company, a Delaware corporation (each of the foregoing entities being sometimes referred to individually as "Party" or collectively referred to as "Parties").

WITNESSETH:

WHEREAS, the City owns and operates the Facilities (as herein defined); and

WHEREAS, Bottler (as herein defined) desires that its Products be exclusively available within the Facilities; and

WHEREAS, the City is willing to restrict the sale of Beverages at the Facilities to only those of Bottler, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties agree as follows:

ARTICLE ONE DEFINITIONS

Section 1.01. Definitions. Unless the language or context indicates that a different meaning is intended, the words and terms stated below, when capitalized, shall have the following meanings:

"Agreement" means this Agreement, as it may be amended or supplemented.

"Beverages" means all nonalcoholic beverages of any kind, including concentrated energy drinks in small servings, but shall not include fresh-brewed coffee and fresh-brewed tea products, hot chocolate, unflavored dairy products, water drawn from the public water supply or juice squeezed fresh at the Facilities.

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

"Competitive Products" means all Beverages that are not Products.

"Products" means Beverages purchased directly from Bottler or sold through vending machines owned and stocked by Bottler.

"Bottler" means Coca-Cola Enterprises Inc. d/b/a Midwest Coca-Cola Bottling Company, a Delaware corporation and authorized to transact business in the State of Minnesota.

"Facilities" means and includes the entire premises of the buildings and recreational areas owned by the City, including without limitation, all existing and future buildings, athletic facilities, all parking lots, grounds, dining facilities, branded and unbranded food service outlets, concession and vending locations, players' benches, sidelines and locker rooms. The term "Facilities" includes without limitation the Veterans Memorial Community Center, the aquatic / fitness facility, Inverwood Golf Course, and the Rich Valley Athletic Complex, owned and operated by the City. A list of current Facilities is attached hereto as Exhibit A.

"Sponsorship Fees" means the fees set forth in Section 3.01(a) of this Agreement that are deemed to be earned evenly over the Term of this Agreement.

"Concessionaire" means any current or future third-party food service provider under agreement with City at one or more of the Facilities that directly or indirectly relates to the service of Beverages.

ARTICLE TWO **PRODUCTS AVAILABILITY**

Section 2.01. Grant of Authority. The City hereby grants to Bottler the exclusive right to sell or distribute Beverages within the Facilities and to advertise the Products within the Facilities and in connection with the Facilities, subject to the terms and conditions of this Agreement. The City further agrees that Competitive Products will not be available for sale within the Facilities or provided or furnished by the City within the Facilities during the Term of this Agreement. The City shall not be deemed to have breached this Agreement if visitors at the Facilities bring Competitive Products to the Facilities for their own consumption and not for resale or re-distribution.

ARTICLE THREE **BOTTLER'S OBLIGATIONS**

Section 3.01. Fee. Bottler shall provide to the City the following:

- a. the total sum of Thirty Thousand Dollars (\$30,000) to be paid in five (5) annual installments of Six Thousand Dollars (\$6,000) in consideration of exclusive Beverage availability at the Facilities. The first payment shall be made within thirty (30) days of the date this Agreement is fully executed and each subsequent annual payment shall be due on the subsequent anniversaries;

Section 3.02. Equipment. Bottler, at its sole expense, shall loan, install, repair, replace,

maintain, and keep filled with Products open door coolers, post-mix and pre-mix dispensing equipment and vending machines for dispensing the Products (the "Cold Drink Equipment") at the Facilities in accordance with Bottler's standard equipment placement agreement. Bottler shall have the exclusive right to place (or maintain if already in place) a minimum of twenty one (21) Beverage vending machines (the "Vending Equipment") in mutually agreed upon locations at the Facilities. Bottler agrees that all of its Vending Equipment shall be equipped with dollar bill validators. The placement and location of any additional Vending Equipment shall be mutually agreed upon by the Parties. Such Vending Equipment, and all monies and Products located in such Vending Equipment at any given time, shall at all times remain the sole property of the Bottler. The vend price for Products sold via vending machines shall be established pursuant to Section 3.04. Unless an emergency situation exists, as reasonably determined by Bottler, the City shall not itself, and shall not permit any other party to, relocate or move any Cold Drink Equipment. The Bottler shall use its best, reasonable efforts to keep the Cold Drink Equipment in good working order and condition at all times during the Term of this Agreement. The Bottler shall have the exclusive right to repair, replace, refurbish, move or remove any specific Cold Drink Equipment at its sole discretion. Notwithstanding the foregoing, the City agrees to use its best, reasonable efforts to keep the Cold Drink Equipment in clean and sanitary condition, wholly free of advertising and other materials at all times. In addition, the City agrees to promptly notify the Bottler of any need for repair or service, or of any consumer complaints respecting the Cold Drink Equipment, and of any need or request for consumer refunds to which the Bottler shall provide a prompt response. The City further agrees to fully cooperate with the Bottler in effecting any necessary repairs or service, or in addressing any consumer complaints received. Bottler shall not be liable for any damages arising out of defective electrical services at the Facilities.

Section 3.03. Pricing.

- a. Post-Mix Syrup. Bottler shall sell to the City the post-mix syrup in the form, the quantities and at the cost shown on Exhibit C, attached hereto and made a part hereof by this reference, for the first year of the Term. Thereafter, the prices are subject to increase at a rate not to exceed more than five percent (5%) over the previous year's prices. Annual price increases shall occur automatically on the anniversary date of each year in the Term.
- b. CO², cups and lids. Bottler shall sell to the City the CO², cups and lids in the quantities and at the cost shown on Exhibit C, attached hereto and made a part hereof by reference, for the first year of the Term. Thereafter, the prices are subject to increase at a rate not to exceed more than five percent (5%) over the previous year's prices. Annual price increases shall occur automatically on the anniversary date of each year in the Term.
- c. Bottles and Cans. Bottler shall sell to the City bottle/can Product shown on Exhibit C, attached hereto and made a part hereof by this reference, at the prices shown on Exhibit C, for the first year of the Term. Thereafter, the

prices are subject to increase at a rate not to exceed more than five percent (5%) over the previous year's prices. Annual price increases shall occur automatically on the anniversary date of each year in the Term. Bottler may offer tiered pricing that requires City to order certain quantities or to comply with Bottler's minimum order quantities to get the contractual price or may charge a delivery fee if such minimums are not met.

- d. In the event City employs a Concessionaire, City will cause Concessionaire to purchase from Bottler all requirements for Beverages, cups, lids and carbon dioxide. Such purchases will be made at prices and on terms set forth in Bottler's existing agreement with Concessionaire, if any. If no agreement exists between Concessionaire and Bottler, such purchases will be made at prices and on terms set forth in this Agreement. City acknowledges that there will be no duplication of allowances, funding or benefits (including pricing) to City or Concessionaire if Concessionaire has an existing agreement with Bottler. However, in the event City employs a Concessionaire, City shall receive the Sponsorship Fees, regardless of whether City or Concessionaire receives the Rebates, commissions or other benefits (including pricing) under this Agreement.

Section 3.04. Commission. In consideration of the rights granted by City hereunder, Bottler shall pay the City a monthly commission on cash collected (less taxes, applicable fees, and any government imposed deposits) on Beverage vending sales at the Facilities. Bottler shall pay the City monthly based on the full-service vending sales in the prior month. Commission rates and initial vend prices are set forth in Exhibit B, attached hereto and made a part hereof by reference.

Section 3.05. Rebates. Bottler shall pay City rebates ("Rebates") for each standard physical case ("Case") of the non-vended bottle/can Product and for each standard physical bag-in-box ("BIB") of the post-mix fountain syrup shown in Exhibit D that are purchased and paid for by City from Bottler for sale at the Facilities. All Rebates shall be paid by deducting the above amounts from the purchase price on the invoice that accompanies each delivery by Bottler. Rebates will not be paid on Products sold through full service vending machines. Calculation of all Rebates will be based on Bottler's Case and BIB sales records.

Section 3.06. Special Events Banners. Bottler shall annually provide City with ten (10) special event banners.

ARTICLE FOUR **CITY'S OBLIGATIONS**

Section 4.01. Access. The City shall allow the Bottler's personnel access to the Facilities at all reasonable times to permit Bottler to perform its obligations under this Agreement and to change its advertising messages in the Facilities, such changes to be in the Bottler's sole discretion

and at Bottler's discretion.

Section 4.02. Use of Products. The City shall cause the Products (specifically including but not limited to, Coca-Cola® classic, Coca-Cola Zero™, diet Coke®, Sprite®, diet Sprite®, Minute Maid® juices and soft drinks and POWERāDE®) purchased from the Bottler to be the only Beverages sold by the City or furnished by the City at the Facilities, including all concessions, coolers and vending machine locations. No Competitive Products shall be sold by the City or furnished by the City at the Facilities. The City shall not be deemed to have breached this Agreement if visitors at the Facilities bring Competitive Products to the Facilities for their own consumption and not for resale or re-distribution.

Section 4.03. Trademark Cups. The City shall use and cause all Concessionaires to use Coca-Cola trademark cups purchased from the Bottler and City agrees that no other trademarked cups, coolers or containers will be permitted. The City shall not be deemed to have breached this Agreement if visitors at the Facilities bring trademarked cups, coolers or containers for Competitive Products to the Facilities for their own personal use and not for resale.

Section 4.04. Advertising Panels. The City shall cause all menus, menu boards, Cold Drink Equipment (as defined herein) and concessions dispensing Beverages on the premises of the Facilities to carry advertising panels mentioning Products which are clearly visible to the purchasing public.

Section 4.05. Advertising Rights. The City shall grant exclusive Beverage advertising rights in the Facilities to the Bottler and not grant advertising rights at the Facilities with respect to any Competitive Products. No permanent or temporary advertising, signage or trademark visibility for Competitive Products will be displayed or permitted anywhere at the Facilities. The City shall not be deemed to have breached this Agreement if visitors at the Facilities bring personal property, such as apparel, bearing trademarks for Competitive Products to the Facilities and such personal property is for their own personal use and not for resale.

Section 4.06. Vending Rights. The City shall grant to the Bottler the exclusive Beverage vending rights at the Facilities.

Section 4.07. Sponsorship Rights. Bottler will have the exclusive right to advertise the Products as the "Official" or "Exclusive" soft drink, sports drink, water, tea, energy drink and/or juice or juice drink, etc. of City and/or the Facilities. City hereby grants to Bottler a royalty-free license, exclusive for Beverages, to use the trademarks, logos and other intellectual property of the City and Facilities ("City Marks") in connection with the promotion of Products. Such promotion may occur in advertising (TV, radio, and print), packaging, vessels, promotional materials, and point of sale materials for Products and may be in connection with the marks and logos of Bottler's other customers. City will not enter into any agreement or relationship whereby any Competitive Products are associated in any manner with the City, the Facilities, or any of the City Marks in any advertising or promotional activity of any kind.

ARTICLE FIVE
TERM

Section 5.01. Term. The term ("Term") of this Agreement shall be for five (5) years from the Effective Date, (notwithstanding the date of execution by the Parties) unless earlier terminated as herein provided.

Section 5.02. Removal of Vending Equipment and Cold Drink Equipment. Within thirty (30) days after the end of the Term of this Agreement or the earlier termination of the Agreement as provided herein, Bottler shall remove all Vending Equipment and Cold Drink Equipment from the Facilities.

ARTICLE SIX
DEFAULT; REMEDIES

Section 6.01. Bottler Default. In the event the Bottler fails to comply with or commits a material breach of the terms and provisions of this Agreement and, upon receiving notice of such default, fails to cure the default within thirty (30) days after such notice, the City shall have all remedies available under law, including the right to terminate this Agreement upon notice to Bottler. Upon such termination, the City shall return all Bottler-owned Cold Drink Equipment to Bottler and pay to the Bottler a pro-rata refund of the Sponsorship Fees paid for the year during which the termination occurs. City shall be entitled to all commissions accrued but unpaid as of the date of termination.

Section 6.02. City Default. In the event the City fails to comply with or commits a material breach of the terms and provisions of this Agreement and, upon receiving notice of such default, fails to cure the default within thirty (30) days after such notice, the Bottler shall have all remedies available under law, including the right to terminate this Agreement upon notice to the City. Upon such termination, the City shall return all Bottler-owned Cold Drink Equipment to Bottler and pay to the Bottler a pro-rata refund of the Sponsorship Fees paid for the year during which the termination occurs.

Section 6.03. Remedies for Restriction or Loss of Rights. Notwithstanding the other provisions of this Agreement, if any federal, state or local law, rule, regulation or order prohibits, restricts or in any manner interferes with the sale or advertising of Beverages at any time during the Term of this Agreement or if for any reason the use of the Facilities declines, then at its option and not as its sole remedy, Bottler may terminate this Agreement and City shall return all Cold Drink Equipment to Bottler and pay to the Bottler a pro-rata refund of the Sponsorship Fees paid for the year during which the termination occurs. Furthermore, Bottler shall have the right to withhold and not pay further any amounts which may become payable to City pursuant to this Agreement if: (i) City has failed to perform its obligations hereunder, (ii) Bottler's rights hereunder have been lost,

limited or restricted, or (iii) there exists a bona fide dispute between the parties.

Section 6.04. Force Majeure. Neither Party shall be liable to the other Party for any delay or failure in performance caused by acts beyond the defaulting Party's reasonable control, including without limitation, acts of God, war, vandalism; sabotage, accidents, fires, floods, strikes, labor disputes, mechanical breakdown, shortages or delays in obtaining suitable parts or equipment, material labor, or transportation, interruption of utility services, acts of any unit of government or governmental agency, or any similar or dissimilar cause. This section shall not deprive either Party of any other rights, including termination of this Agreement.

Section 6.05. Removal of Property. Within thirty (30) days of the termination of this Agreement or the expiration of its Term, Bottler shall, at its expense, promptly remove all of its Cold Drink Equipment and property from the Facilities.

ARTICLE SEVEN **INDEMNIFICATION**

Section 7.01. Indemnification. Any and all claims that arise or may arise against Bottler, its agents, servants and employees as a consequence of any act or omission on the part of Bottler or its agents, servants, or employees while engaged in the performance of this Agreement shall not be the obligation or responsibility of the City. Bottler shall indemnify, hold harmless and defend the City, its officials, officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorneys' fees, which the City, its officials, officers or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of Bottler, its agents, servants or employees, in the performance or failure to adequately perform Bottler's obligations under this Agreement. Bottler shall not be liable under such indemnity for any portion of such claims, judgments, damages, liabilities or expenses resulting from the negligent acts by the City.

ARTICLE EIGHT **GENERAL PROVISIONS**

Section 8.01. Notices. All notices, requests, or other communications required or permitted to be given or made under this Agreement by either party hereto shall be in writing and shall be deemed to have been duly given or served if delivered personally to or sent by United States registered or certified mail, postage prepaid, return receipt requested, addressed to the party intended to receive such notice, at the addresses set forth below, or at such other addresses as the parties may designate from time to time by notice given to the other party in the manner hereinbefore set forth:

If to the City:

City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55076

Attention: Director of Parks and Recreation

If to Bottler:

Coca-Cola Enterprises Inc. d/b/a
Midwest Coca-Cola Bottling Company
2750 Eagandale Boulevard
Eagan MN, 55124
Attention: _____

With a copy to:

Coca-Cola Enterprises Inc.
2500 Windy Ridge Parkway
Atlanta, GA 30339
Attention: General Counsel

In the case of a mailed notice, the registration or certification slip, and not the return slip, shall be conclusive as evidence of the mailing date of any such notice. All mailed notices are deemed delivered 72 hours after deposit in a regularly maintained United States Post Office mail box in Minnesota, or upon personal delivery.

Section 8.02. Assignment. Either Party's rights and obligations hereunder shall not be assignable without the prior written consent of the other Party, provided, however, that Bottler shall have the right to assign or delegate this Agreement to any of its divisions or wholly-owned subsidiaries, or in connection with the sale or merger of a majority of its assets upon providing written notice to the other Party, but such assignment will not operate to relieve Bottler, as the case may be, of any of its liability or duties hereunder after such assignment becomes effective. This Agreement shall be fully binding on the parties hereto, and on their successors, successors-in-interest, transferees, assigns, beneficiaries or representatives. If the City at any time during the Term of this Agreement, contracts out the operation of some or all aspects of its food service requirements to another entity, then unless otherwise mutually agreed with the Bottler in writing, the City shall continue to be responsible for the full performance of all obligations under this Agreement to the Bottler hereunder for the remainder of the Term.

Section 8.03. Choice of Law. This Agreement shall be governed and construed and enforced in accordance with the laws of the State of Minnesota.

Section 8.04. Entire Agreement. This Agreement, with exhibits, supersedes any prior agreements and contains the entire Agreement of the Parties and all representations with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are replaced in total by this Agreement and exhibits hereto.

Section 8.05. Amendments. Any amendments to this Agreement shall be in writing and signed by all Parties hereto.

Section 8.06. Counterparts. This Agreement may be executed in counterparts, any one of which shall be deemed to be an original, but such counterparts when taken together shall constitute but one Agreement.

Section 8.07. Captions. Captions are for convenience only and shall not be deemed part of the contents of this Agreement.

Section 8.08. Parties in Interest. This Agreement shall be binding upon and enure solely to the benefit of the Parties hereto and their permitted assigns, and nothing in this Agreement, expressed or implied, is intended to confer upon any other person any rights or remedies of any nature under or by reason of this Agreement.

Section 8.09. Waiver. The waiver of any of the rights or remedies arising pursuant to this Agreement on any one occasion by any Party shall not constitute a waiver of any rights or remedies in respect to any subsequent breach or default of the terms of this Agreement.

Section 8.10. Conflict of Interest. Bottler represents and warrants that no member, official, officer, or employee of the City has or shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 8.11. Minnesota Government Data Practices Act. Information supplied by Bottler to the City is subject to the Minnesota Government Data Practices Act (the "Act"), Minnesota Statutes, Chapter 13. Such information shall become public data unless it falls into one of the exceptions in the Act. Bottler shall notify the City of any data that it believes is classified as non-public data.

Section 8.12. Representations and Warranties. Both parties to this Agreement represent and warrant that each has the full right, power and authority to enter into, and perform its obligations under this Agreement and that the terms and conditions of this Agreement, to the parties best knowledge, shall not violate, interfere with or infringe upon the rights of any third parties pursuant to written agreement or otherwise. Both parties further represent and warrant that, to the parties best knowledge, each has complied with all laws, ordinances, codes, rules and regulations relating to its entering into this Agreement and its performance hereunder.

Section 8.13. Retention of Rights. City shall not obtain, by this Agreement, any right, title or interest in the trademarks of The Coca-Cola Company or Bottler, nor shall this Agreement give City the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks or copyrights of Bottler or The Coca-Cola Company. Neither Bottler nor The Coca-Cola Company shall not obtain, by this Agreement, any right, title or interest, other than a royalty-free license, in the name, logos, trademarks, or copyrights of the City for the duration of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

CITY OF INVER GROVE HEIGHTS

Attest:

By: _____
Name: Melissa Rheume
Title: City Clerk

By: _____
Name: George Tourville
Title: Mayor

**COCA-COLA ENTERPRISES INC. d/b/a
MIDWEST COCA-COLA BOTTLING COMPANY**

By: *[Signature]*
Name: *Maura Neundank*
Title: *VP Finance 4.23.09*

*Heidi Patel
Mitee Patel
Contract Analyst
04-21-09*

[The remainder of this page is intentionally left blank.]

EXHIBIT A

Current Facilities

<u>FACILITIES</u>	<u>ADDRESS</u>
Arbor Pointe Park	Brooks Avenue & Cahill Avenue
Cameron	65 th Street & Concord Boulevard
City Hall	8150 Barbara Avenue
City Maintenance	8168 Barbara Avenue
Dehrer	Dawn Way & Dehrer Way
Ernster Park	78 th Street & Dickman Trail
Groveland	46 th Street & Audrey Avenue
Harmon Park Reserve	Babcock Trail
Inver Wood Golf Course	1850 70 th Street East
McGroarty	County Road 18 & Blaine Avenue
North Valley	70 th Street & Cahill Avenue
Oakwood	78 th Street & Clayton Avenue
Rich Valley	Rich Valley Boulevard & 105 th Street
Salem Hills	Asher Avenue & Upper 55 th Street
Seidl's Lake Park	47 th Street & Bower Path
Simley Island	80 th Street & Cahill Avenue
Skate Park	8055 Barbara Avenue East
Skyview	69 th Street & Dawn Way
Sleepy Hollow	84 th Street & Cooper Avenue
South Valley	70 th Street & Cahill Avenue

Southern Lakes Park

10810 Alison Way

Veterans Memorial and The Grove Community Center

8055 Barbara Avenue East

Lions Park

65th Street & Blaine Avenue

Marianna Ranch

Rich Valley Boulevard & Alverno Avenue

EXHIBIT B

Commissions

<u>Product</u>	<u>Vend Price</u>	<u>Commission Rate</u>
20 oz. CSD & Dasani (incl. Dasani Flavors)	\$1.50	32%
20 oz. glacéau vitaminwater	\$2.00	24%
12 oz. CSD	\$0.65	0%
20 oz. Powerade	\$1.50	24%

Commissions are paid based upon cash collected, after deducting taxes, deposits, recycling fees, other government-mandated fees, communication charges (charges incurred due to use of credit or debit card readers that may be installed on Vending Equipment) and credit and debit card fees, if any. Commissions shall not be payable on any sales from vending machines not filled or serviced exclusively by Bottler. The commission rates shown above shall remain in effect for the first year of the Agreement.

Thereafter, commissions will automatically decrease by two percent (2%) annually. Annual commission reductions shall occur automatically on the anniversary date of each year of the Term. Commissions will be paid each month following the month in which they are earned, with an accounting of all sales and monies in a form reasonably satisfactory to the City, and shall become immediate property of City.

EXHIBIT C

INITIAL PRICE SCHEDULE

<u>Bottle/CanPackage</u>	<u>Price per Case</u>
12 ounce cans (carbonated)	\$8.95
20 ounce bottles (carbonated)	\$23.00
15.2 ounce bottles Minute Maid Juices	\$24.00
10 ounce bottles Minute Maid Juices	\$15.70
12 ounce bottles Dasani	\$8.40
1 Liter bottles Dasani	\$13.00
20 ounce bottles Dasani Regular	\$14.00
16 ounce Energy Drinks	\$34.00
18 ounce Fuze	\$14.40
16.9 ounce glass Gold Peak Tea	\$13.25
9.5 ounces Caribou Iced Coffee	\$17.77
12 ounce Campbell's V8, V8 Fusion	\$12.85
20 ounce glacéau vitaminwater	\$25.45
20 ounce Powerade	\$22.40

<u>Post-Mix</u>	<u>Price per Box</u>
5 Gallon BIB	\$63.00
2.5 Gallon BIB	\$35.00
2.5 Gallon Premium BIB	\$41.00

<u>Cups/Lids</u>	
16 ounce Cups	\$55.00 per 1,000
24 ounce Cups	\$66.00 per 1,200
32 ounce Cups	\$55.00 per 480
12/16/24 ounce Lids	\$42.00 per 2000
32 ounce Lids	\$42.00 per 960

C02

20 lb. cylinder	\$23.00 per cylinder (plus \$75.00 deposit)
-----------------	---

EXHIBIT D

On-Invoice Rebates

Product	Amount of Rebate
12 ounce CSD	\$1.95 per Case
20 ounce Dasani Regular	\$3.00 per Case
20 ounce Powerade	\$4.65 per Case
20 ounce glacéau vitaminwater	\$3.45 per Case
20 ounce CSD	\$6.40 per Case
20 ounce Powerade	\$4.65 per Case
5.0 gallon BIB	\$7.80 per Box
2.5 gallon BIB Premium	\$6.35 per Box
2.5 gallon BIB	\$5.20 per Box

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: May 11, 2009
 Item Type: Consent
 Contact: Lt. Larry Stanger (651) 450-2528
 Prepared by: Lt. Larry Stanger
 Department of Public Safety
 Reviewed by: Chief Charles Kleckner
 Director of Public Safety

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

PURPOSE/ACTION REQUESTED:

Consider request to accept a donation of twenty-four (24) “Tommy Moose” stuffed animals to the Inver Grove Heights Police & Fire Departments by the So. St. Paul Moose Lodge Chapter 588.

SUMMARY:

On Friday, April 24, 2009, the Inver Grove Heights Police & Fire Departments attended the So. St. Paul Moose Lodge and Chapter’s presentation of the new Moose Home. The Moose Lodge wanted to support the Inver Grove Heights Police & Fire Department’s efforts in serving the members and community by donating twenty-four (24) “Tommy Moose” stuffed animals for police officers & fire fighters to give out to children involved in traumatic events such as domestic violence.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: May 11, 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: Hannah Tiemann, Tyler Webb, Daniel Gallahue, Nick Michael, Willard Trudeau, Jessica Baltes, Bethany Pederson, James Dietz, and Derek Balzek.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER REQUEST TO TRANSFER OFF-SALE INTOXICATING LIQUOR LICENSE FOR ARBOR POINTE LIQUORS TO YAGER GROUP, INC. DUE TO CHANGE IN OWNERSHIP

Meeting Date: May 11, 2009
Item Type: Public Hearing
Contact: 651.450.2513
Prepared by: Melissa Rheaume
Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED: Consider request to transfer Off-Sale Intoxicating Liquor License for Arbor Pointe Liquors to Yager Group, Inc.

SUMMARY: Yager Group, Inc. has entered into an agreement to purchase Arbor Pointe Liquors located at 9084 Buchanan Trail. The change in ownership necessitates a transfer of the current Off-Sale Intoxicating Liquor License. Mr. Thomas Harris will be the owner and on-site operations manager of the location.

All required documentation was submitted by the applicant, including the necessary license fees and liquor liability insurance. A background investigation was conducted by the Police Department, and no basis for denial of the transfer request was found.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Ordering Improvements, Approving Plans and Specifications and Authorizing Ad for Bid for City Project No. 2008-09F – Salem Hills Farm Reconstruction/Mill and Overlay

Meeting Date: May 11, 2009
 Item Type: Public Hearing
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, Public Works Director
 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: Pavement Management Funds, Water Connection Fund, Special Assessments,

PURPOSE/ACTION REQUESTED

Consider a resolution ordering improvements, approving plans and specifications, and authorizing ad for bid for City Project No. 2008-09F– Salem Hills Farm Street Reconstruction/Mill and Overlay.

SUMMARY

The project was initiated by the City Council under the City’s Pavement Management Program (PMP) in 2008. Based on public comment from an informational meeting held in 2008, the City Council directed staff to postpone the project and provide time for further review and response to residents’ inquiries.

One of the issues raised at the 2008 neighborhood meeting was whether an approximately 500-foot-long segment of 63rd Street East toward the east end of the project needed to be reconstructed. Staff asked the geotechnical consultant, AET, to review this area. The updated feasibility study includes an alternative treatment (Option B) for this section of the street. AET’s report states that they would expect the alternative treatment segment to have poorer long-term performance than the full reconstruction treatment proposed for 63rd Street.

The original feasibility study included a recommendation to mill and overlay those streets in the neighborhood that were not proposed to be reconstructed. The average condition of those street segments fell in the range that we consider for mill and overlay and it would be reasonable to have one project throughout the neighborhood to minimize the inconvenience to the residents. It was noted that the mill and overlay could be delayed for a few years (3 to 5) without having the streets deteriorate to the point where reconstruction might be necessary. The final decision at the 2008 neighborhood meeting was to leave the mill and overlay streets in the project and make a final decision when bids were received.

On April 13, 2009, City Council approved a resolution receiving the updated feasibility report (attached), authorization of an appraisal analysis of property in the project area, and authorization of preparation of plans and specifications.

The project will include a mill and overlay portion and a reconstruction portion (Option A). The mill and overlay portion will include a 2-inch deep mill, miscellaneous street repair & curb replacement, casting adjustments, pedestrian ramps, and 2-inch bituminous overlay. The reconstruction portion will include roadway improvements (bituminous removal, subgrade excavation/ correction, grading, subgrade preparation, roadway geotextile fabric and draitile, 2’ granular subgrade, aggregate base, bituminous pavement), curb and gutter replacement, sidewalk replacement, appurtenances and restoration. Option B substitutes 500 feet of reconstruction with a full depth bituminous replacement section at the east end of 63rd Street. The full depth bituminous replacement section includes a full depth mill and repave, scarifying and re-compacting the gravel, and miscellaneous street & curb replacement. The alignment and width of the streets will remain the same. The boulevard and driveways will be graded as needed to tie into the top of the curb and new turf will be established in areas that are disturbed.

The streets within the reconstruction portion were platted in stages through two different plats comprised of Salem Hills Farm, platted in 1988, and Salem Hills Farm Second Addition, platted in 1990. The streets within the reconstruction portion were built around 1988. The streets within the mill and overlay are comprised of both plats and were all built from 1988-1991.

The average PCI for the mill and overlay area is 61 out of a possible 100. Any rating below a PCI of 66 warrants a mill and overlay as determined by City policy for the PMP. The average PCI for the area designated for reconstruction is 41 and ranges from 17-57 out of a possible 100. Any rating below a PCI of 35 warrants full reconstruction as determined by City policy for the PMP.

The total estimated project cost for Option A is \$1,467,475 with the mill and overlay portion being \$346,922 for 1.01 miles of roadway and the reconstruction portion being \$1,120,552 for 0.49 miles of roadway. The total estimated project cost for Option B is \$1,359,768 with the full depth mill and repave section being \$72,627 for 0.09 miles; mill and overlay portion being \$346,922 for 1.01 miles of roadway and the reconstruction portion being \$940,219 for 0.40 miles of roadway. Funding sources include the Pavement Management Fund, Water Connection Fund and special assessments.

Staff retained a property appraiser to conduct a benefit analysis for the properties in the project area. The opinion provided in this report stated that an assessment of up to \$6,000 per parcel could be sustained for this project.

An information meeting was held on April 30, 2009. A summary of the discussions at that meeting is attached. A letter from Mr. Michael Hoffman, and staff's response, is also attached.

Staff also met with Mr. William McMenomy subsequent to the information meeting to discuss additional questions concerning the PMP assessment policy, the need for sidewalk, an option that would have all parcels in the subdivision assessed for work on 63rd Street, and the possible impact on pond high water levels due to allowing sump pump discharge lines to be connected to the proposed street drain tile system.

I have the following observations with regard to the proposed project. The project was moved forward in the PMP CIP due to requests from the neighborhood to address the condition of 63rd Street. If 63rd Street is to receive a major maintenance treatment, it should be that described in Option A of the feasibility study. That option addresses the cause of the problem.

A number of residents at the two neighborhood meetings (2008 and 2009) asked that the cost of any work on 63rd Street be assessed to all of the properties in the subdivision. They say that 63rd Street serves as a neighborhood collector, thus all who use it should be assessed. The PMP funding policy takes this into consideration. Residents are assessed when the public street that their driveway accesses receives either a mill and overlay or is reconstructed. The City contribution is considered the contribution for use by those who don't live on the street.

At the April 30, 2009 information meeting I did not hear any solid support for the project. Many stated that "something needs to be done" with 63rd Street, but no one voiced support for the recommended solution. The street segments in question are already candidates for reconstruction, so the recommended ultimate solution will not change. Given the lack of support, and the number of projects already in process, the Council may want to consider an alternative that might allow the ultimate solution to be delayed for a few more years. City street maintenance staff could remove and replace the bituminous pavement in the worst areas of 63rd Street. We could reconsider the ultimate solution as prioritized in the PMP CIP.

If the Council desires to order the project, I recommend Option A as presented in the feasibility report. A resolution is provided that orders the improvements, approves the plans and specifications, and authorizes advertisement for bids. If the project is not ordered, staff will proceed with spot patching this summer and schedule a crackseal and sealcoat for the mill and overlay streets in 2010.

SDT/kf

Attachments: Feasibility Report
Summary of discussions from April 30, 2009 neighborhood information meeting
April 28, 2009 letter from Michael Hoffman and May 4, 2009 response
Resolution

**SUMMARY OF 2008-09F
INFORMATION MEETING DISCUSSIONS
(APRIL 30, 2009)**

The information meeting was held at 6:30 p.m. on April 30, 2009. Twenty individuals signed the attendance roster (attached). Steve Dodge, the Assistant City Engineer, presented a summary of the updated feasibility study. The changes from the 2008 version included the addition of an alternative that substituted the reconstruction of 500 feet of 63rd Street East with a process presented in an updated report by AET, the geotechnical consultant for the project. The alternative process calls for removal of the entire bituminous pavement, scarifying and recompacting the gravel material, and placing 4 inches of new bituminous pavement. This alternative would cost less than the reconstruction alternative and is estimated to provide a somewhat shorter life. The plan also included the addition of a provision for parcels adjacent to the street segments being reconstructed to connect their house sump pump discharge lines to the drain tile to be installed in the street. This was added based on comments provided at last summer's neighborhood meeting that cold weather sump pump discharges were forming ice buildup in the streets.

The meeting lasted approximately 2 ¼ hours. The discussions are summarized below.

The sidewalk located along the north side of 63rd Street would have to be removed to reconstruct the street. Attendees questioned whether it needed to be replaced, stating that residents could use the street. The cost to remove and replace the sidewalk would be a City cost.

The plans include a trail connection from the northeast corner of 63rd Street and Beckman Avenue to the trail along T.H. 52. This would be funded by the Parks and Recreation Department.

Residents were unhappy about not being notified of One Call utility locations in the public right-of-way for the purpose of plan preparation.

Some residents were concerned that the plan revision to provide drain tile would adversely affect the flood level on the ponds and wanted a guarantee from the City concerning flooding. Tiling the reconstructed segments would have no discernable impacts on the pond levels as the tile would deliver groundwater that slowly reaches the street cross section material. The timing of delivery of the water is significantly slower than that from surface runoff. If the provision for sump pump discharge connection is added, it would also have little, if any, discernable effect on pond levels. In intense rainfalls, the soil type in the area saturates quickly and runoff from grassed areas is relatively high. The time difference between water discharging from a sump pump line located 20 to 30 feet from the curb (that ultimately reaches the storm sewer), versus water discharged directly into a drain tile system, is a few minutes.

Attendees questioned how the boundary for the various construction methods was determined (i.e. how did we determine where to stop the reconstruction work). If a portion of a lot's frontage required reconstruction, that treatment was taken across the entire lot frontage.

Attendees asked why the estimated costs/assessment amounts varied between the two versions (2008 and 2009) of the feasibility report. Part of the change is due to additional costs for 2009 bituminous pavement prices. Also, the sidewalk was determined in the final design phase to require removal and replacement in order to build the proposed street section.

Residents asked about a warranty on the original construction. The City's current contract requirement is two years. This is a typical warranty period for street projects.

Summary of 2008-09F Information Meeting

Page Two

Some residents asked if the street width could be reduced to reduce costs. It is possible, but a detailed review might indicate that the street elevation might have to be lowered slightly to provide proper driveway connections. This would offset some of the savings.

The assessment process, including payment options, was explained.

The issue of flooding was discussed. A resident stated that they believed the pond located on lots on the north side of 63rd Street did not drain properly and that it was sediment-laden. Staff will review this. While a parcel located on the north side of the pond has had ongoing issues with erosion, the tributary area is too small to have caused a large volume of sediment to reach the pond due to the construction of homes in Salem Hills Farm.

Staff specifically asked the attendees if they had witnessed problems with the catch basins not collecting water in runoff events (were they surcharging?) One of the residents living at the corner of 63rd Street and Beckman Avenue stated that the catch basins took water. This anecdotal information confirms staff's observations through the years. This indicates that the storm sewer system works properly.

A resident asked for a catch basin to be relocated out of the curblines through his driveway if the project is approved.

Residents asked about the repair of irrigation systems or invisible fencing in the public right-of-way. We stated that these features would be restored as part of the project.

The resident asked if they would be assessed for 65th Street when it receives a mill and overlay or is reconstructed. Per the Pavement Management Funding Policy, they would not. None of the single-family parcel driveways in Salem Hills Farm access 65th Street.

There was general discussion about what services residents' property taxes cover.

The results of the Metzen benefit analysis was shared with the attendees. The history of use of this information when determining final assessment amounts was discussed.

SIGN IN SHEET

NEIGHBORHOOD MEETING

CITY PROJECT NO. 2008-09F

Salem Hills Farm Street Improvements

Thursday, April 30, 2009 at 6:30-7:30 p.m.

NAME

ADDRESS

CONTACT INFO.

1. Carl/Jeanne Ristrom 1986 ~~64th~~ 64th ST. E

phone: _____
mobile: _____
e-mail _____

2. Pam & Geoff Ewald 6350 Baily Tr.

phone: _____
mobile: _____
e-mail _____

3. Joe Overt 6385 Baily TR.

phone: _____
mobile: _____
e-mail _____

4. Tim & Alice Bruhjell 2005 63rd St E

phone: _____
mobile: _____
e-mail _____

5. Lauren Howard 1875 63rd St. E.

phone: _____
mobile: _____
e-mail _____

6. Ralph Tiedman 6465 Baily Tr.

phone: _____
mobile: _____
e-mail _____

7. Don Larsen 6470 Baily Tr.

phone: _____
mobile: _____
e-mail _____

8. Yussouf Gurni 2185 63rd St. E.

phone: _____
mobile: _____
e-mail _____

9. Jamie Lewis Former 2185 63rd

phone: _____
mobile: _____
e-mail _____

10. Paul Johnston 2170 63rd St. East.

phone: _____
mobile: _____
e-mail _____

11. Dick/Mary Wallace 2088 63rd St. E.

phone: 455-7838
mobile: _____
e-mail _____

*check w/city attorney on releasing
Metrix analysis w/\$6000 cap - House is for sale

SIGN IN SHEET

NEIGHBORHOOD MEETING

CITY PROJECT NO. 2008-09F

Salem Hills Farm Street Improvements

Thursday, April 30, 2009 at 6:30-7:30 p.m.

NAME	ADDRESS	CONTACT INFO.
12. <u>Kari + Mike Corimes</u>	<u>2095 63rd St. E.</u>	phone: <u>651-451-1828</u> mobile: _____ e-mail _____
13. <u>Pat Walker</u>	<u>2100 63RD ST. E.</u>	phone: <u>651-450-5516</u> mobile: _____ e-mail _____
14. <u>W.M. Murray</u>	<u>2180 63RD ST E.</u>	phone: <u>651 451 3213</u> mobile: _____ e-mail _____
15. <u>JOHN CHERMAK</u>	<u>6490 BECKMAN AV</u>	phone: <u>651 552 8273</u> mobile: _____ e-mail _____
16. _____	_____	phone: _____ mobile: _____ e-mail _____
17. _____	_____	phone: _____ mobile: _____ e-mail _____
18. _____	_____	phone: _____ mobile: _____ e-mail _____
19. _____	_____	phone: _____ mobile: _____ e-mail _____
20. _____	_____	phone: _____ mobile: _____ e-mail _____
21. _____	_____	phone: _____ mobile: _____ e-mail _____
22. _____	_____	phone: _____ mobile: _____ e-mail _____

April 28, 2009

Michael G. Hoffman
6304 Ballantine Avenue
Inver Grove Heights, MN. 55077

Scott Thureen
Public Works Director
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN. 55077

Re: City project No. 2008-09F
Salem Hills Farm Improvements

Dear Mr. Thureen,

Thank you for your response to my previous letter concerning this project. I also attended the last City Council meeting at which time the Council voted to accept the engineering report for this project.

I am not an engineer and it is possible that I misunderstood the information in the report; but I was dismayed that the engineering report appears to have overlooked several situations which I believe will be of great concern to the property owners affected by this project. Let me provide you with some background information.

I personally built the home at my current address and other homes in Inver Grove Heights and St. Paul. I personally witnessed the excavation of many of the foundations for other homes in the Salem Hills Farm addition and the associated addition. Many of the excavations filled with water or had serious water issues as the excavation proceeded. The soil appears to contain a large amount of clay and other compacted material. The water level appears to permeate these layers in "seams" with no discernable pattern. The distribution of this situation appears to cover all of Salem Hills Farm and the adjacent development which is included in the scope of this project. One home has 21 pilings supporting its foundation. Many of the homes utilize their sump pumps on a base which would be considered more often than normal. Homes that are on a higher elevation even pump frequently.

If I understand the engineering report for this project, 63rd street and portions of intersecting roads would be completely reconstructed by excavating to depths greater than the excavation depth of the initial construction. No homes had been constructed in the development at the time of the road construction so the possible effects of the reconstruction to the current homes are not known. But, with the construction of the homes and the numerous flooded or water problem basements, it would seem logical that by excavating 63rd street and the side roads to new depths, the current soil which may be

holding back the ground water level of the lake, (which is only a hundred plus feet away) may cause flooding in those basements or increased water seepage into the same basements which cannot be handled by sump pump systems. My first set of questions is: Has the engineering report tested for this possibility? If not, then why not? Has the City of Inver Grove Heights engineering department considered this situation? If not, then why not? Should the City of Inver Grove Heights proceed with this project and the basements flood or no longer be able to control the seepage with sump pumps, then exactly who or what entity will indemnify the home owners for the their financial losses?

In reading the engineering report it also appears that unsuitable material will be removed from the reconstruction of 63rd street and associated side streets and new material will be brought in to replace the removed material. The new material will need to be compacted to specific standards. My second set of questions is: Has the engineering report considered the potential damage that maybe cause to the surrounding structures (homes and out buildings) by the compaction? If not, then why not? Will the compaction possibly cause an increase or change of the water flow in the area which could potential damage homes in the area? Will the compaction cause foundation failures such as cracking, shifting or structural damage to the homes? If so, who or what entity will indemnify the home owners for their losses?

From a recent news article a lawsuit had been filed by two homeowners at the end of 63rd street in the Salem Hills Farm development over basement flooding. The article stated that storage pond runoff drains where misaligned (specifically the drain that runs under 63rd street). My third set of questions is: If this is correct, then why is that situation not being repaired when the 63rd street and the adjacent street are being reconstructed? Would that not be more economical? If the correction where to be made after the reconstruction of 63rd street, would that not then raise the possibility of damage being caused again by my first two sets of questions? Has the water shed district which has responsibility in this area been consulted about this situation so that entity could comment or be involved in the reconstruction project planning?

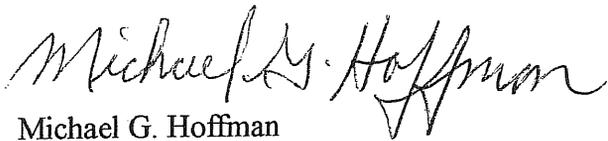
There is a natural resource pipe line that transverses the property within this project. My fourth set of questions is: Has the engineering report considered the fact that this pipeline is within the scope of this project? If not, then why not? Will the excavation of the street and compaction of the new soil affect the pipeline? Should a breach of the pipeline occur due to this construction, then who or what entity will indemnify any losses to the homes owners?

A final set of questions is: Does the City of Inver Grove Heights have any experience with a reconstruction project such as Project No. # 2008-09F Salem Hills Farm Improvements? If so, what is the project number? Where any home(s) damaged due to water, pipeline or compaction? If so, how where the damages resolved?

I would appreciate a swift response to my questions so these questions, and your answers can be discussed with my neighbors in advance of the May 11, 2009 hearing. I am certain

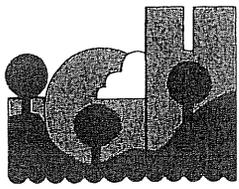
that you can appreciate the serious nature of these questions.

Best regards,

A handwritten signature in black ink that reads "Michael G. Hoffman". The signature is written in a cursive style with a large, stylized initial "M".

Michael G. Hoffman

cc: Joe Lynch
Steve Dodge
Magellan Midstream Partners
Joe Atkins
City of Inver Grove Heights Council Members.



2/2011

City of Inver Grove Heights

www.ci.inver-grove-heights.mn.us

May 4, 2009

Mr. Michael G. Hoffman
6304 Ballantine Avenue
Inver Grove Heights, MN 55077

Dear Mr. Hoffman:

This letter provides a response to the questions you asked in your letter dated April 28, 2009, concerning City Project No. 2008-09F.

Your first question concerns potential negative impacts to the surficial groundwater level due to installing two feet of granular subgrade material in the street segments that are proposed to be reconstructed. Actually, the opposite of your concern occurs. The street section actually acts as a drain that collects and conveys groundwater, at or above its elevation, in the immediate vicinity of the street.

Your second question concerns potential damage to adjacent buildings due to vibrations from compaction efforts as the new subgrade material is placed. Vibrations during compaction are quite common. The contractor is responsible for any damage caused by their actions. Any claims are resolved through the contractor and their insurance company. We encourage the contractor to arrange for pre-construction condition inspections if they have concerns about damage due to vibrations. It has been my experience that this type of damage is a rare occurrence. The soils in your development do not conduct vibrations as well as granular soils, so I would expect a smaller chance of any vibration-related damage.

Your third question deals with the storm sewer system in the streets. I am not aware of the article you reference. The pipe conveyance system is adequate. The neighbor's concerns are with maintenance of the storm water ponds.

Your fourth question concerns the pipeline that crosses the southeast portion of the development. We are aware of its location. We utilize the One Call system to locate all underground utilities in areas where we propose to excavate so that those facilities can be identified on our plan sheets. The gas pipeline in question lies in the area that is proposed to receive a mill and overlay. Thus, it is not an issue.

Your final question concerns the City's experience with street reconstruction projects. We have had similar projects covering 3 to 4 ½ miles of streets since 2005. I have been personally involved in urban street and utility reconstruction projects for over 20 years, and my inspection staff have up to 27 years of heavy construction experience. The contractors we use also have many years of experience in this type of construction.

I only recall one claim against a contractor for vibration damage. I will ask my technicians if they recall the project and the resolution, and I will contact you with this information once I receive it.

Sincerely,

Scott D. Thureen
Public Works Director

SDT/kf

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

**RESOLUTION ORDERING IMPROVEMENTS, APPROVING PLANS AND SPECIFICATIONS, AND
AUTHORIZING ADVERTISEMENT FOR BIDS FOR THE 2009 PAVEMENT MANAGEMENT PROGRAM, CITY
PROJECT NO. 2008-09F – SALEM HILLS FARM STREET RECONSTRUCTION/MILL AND OVERLAY**

RESOLUTION NO. _____

WHEREAS, a resolution passed by the City Council on the 13th day of April 2009 called for a public hearing on the proposed improvement project, 2009 Pavement Management Program, City Project No. 2008-09F – Salem Hills Farm Street Reconstruction/Mill and Overlay; and

WHEREAS, published notice was given pursuant to Minnesota Statute 429.031, and the hearing was held thereon on the 11th day of May 2009, at which time all persons desiring to be heard were given an opportunity to be heard thereon; and

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

1. Such improvement is hereby ordered as proposed in this Council resolution adopted May 11, 2009
2. The plans and specifications of City Project No. 2008-09F are hereby approved.
3. The Public Works Director is hereby authorized to advertise for bids with respect to City Project No. 2008-09F.
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 this 11th day of May 2009.

AYES:

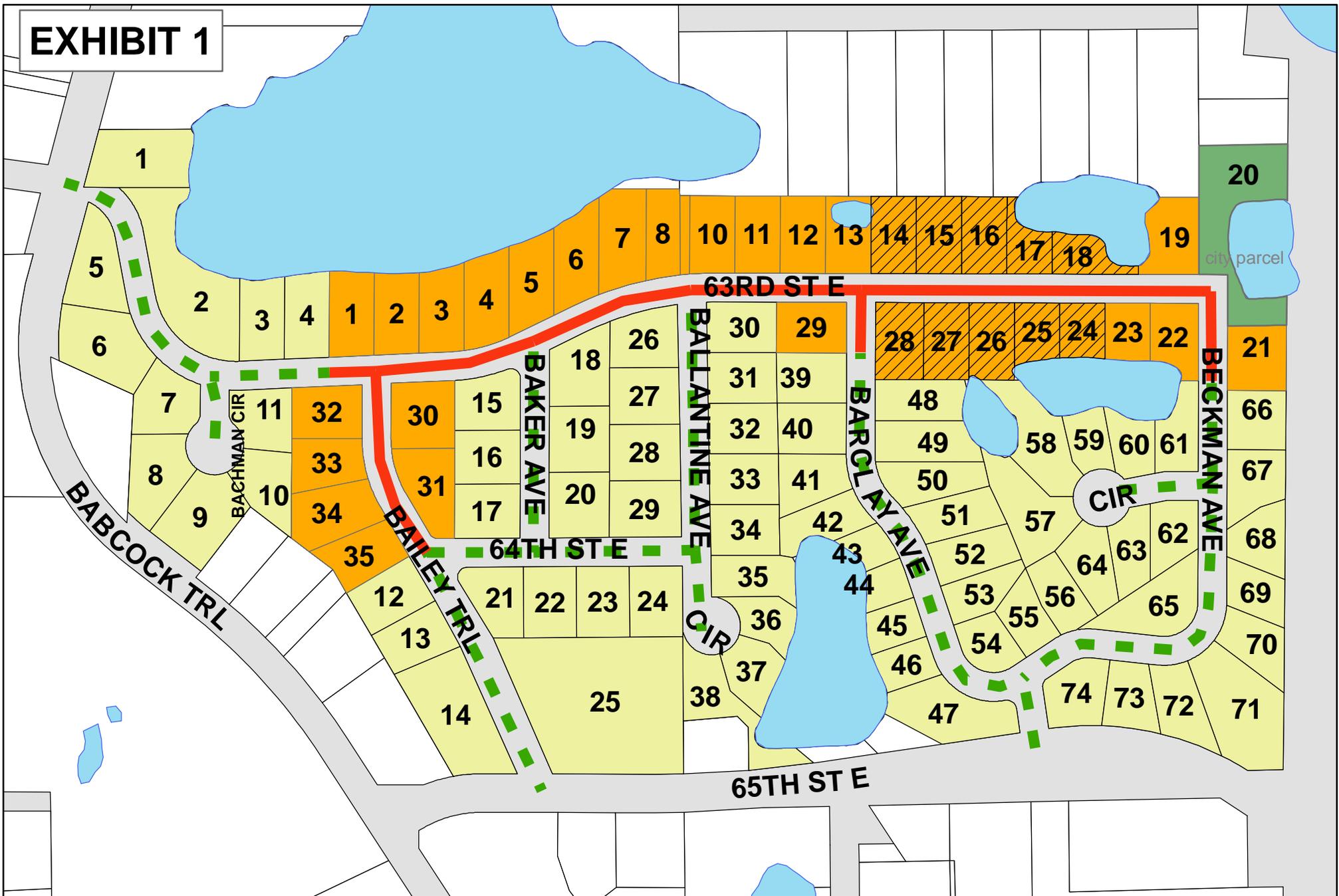
NAYS:

George Tourville, Mayor

ATTEST

Melissa Rheame, Deputy Clerk

EXHIBIT 1



PARCELS TO BE ASSESSED:

- CITY PARCEL
 - RECONSTRUCTION
 - OPTION B MILL & REPAVE
 - MILL & OVERLAY
 -
- 1.01 MILES OF CENTERLINE IN MILL & OVERLAY AREA .49 MILES OF CENTERLINE IN RECONSTRUCTION AREA
- STREETS TO BE RECONSTRUCTED
- STREETS FOR MILL & OVERLAY

PROJECT 2008-09F SALEM HILLS FARMS RECONSTRUCTION & MILL & OVERLAY



SOURCE: CITY OF IGH
DATA LOCATION IGH:\PROJECTS_PUBLIC\
2008_PROJECTS\2008-09F_SALEM_HILLS_FARMS\
PDFs\2007-09FAssessment.pdf

CITY OF INVER GROVE HEIGHTS
GIS DEPARTMENT
MARCH 2009



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Resolutions Awarding the Sale of General Obligation Capital Improvement Bonds, Series 2009A

Meeting Date: May 11, 2009
 Item Type: Regular Agenda
 Contact: Ann Lanoue – 651.450.2517
 Prepared by: Ann Lanoue, Finance Director
 Reviewed by: Ann Lanoue

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 resolution awarding the sale of \$9,900,000 General Obligation Capital Improvement Bonds, Series 2009A.

SUMMARY

At the April 27, 2009 meeting the City Council authorized the sale the \$9,900,000 bond issue to finance the construction of the Public Safety Addition and City Hall Remodeling Project No. 2008-18.

A copy of the preliminary Official Statement dated May 1, 2009 was mailed to each member of the City Council. The resolution awarding the sale of the bonds has been prepared by our bond attorneys, Kennedy and Graven, and is attached to this memo.

Ehlers and Associates have solicited bids for these bond issues. The bids are due to Ehlers by 10:00 a.m. CT on Monday, May 11, 2009. A representative of Ehlers and Associates will be present at the City Council meeting to present the bids and recommendations.

We have applied to Standard and Poor’s for a rating on this bond issue.

I recommend that the City Council consider adopting the attached resolution awarding the sale of the bonds as recommended by Ehlers and Associates.

Extract of Minutes of Meeting
of the City Council of the City of
Inver Grove Heights, Dakota County, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Inver Grove Heights, Minnesota, was duly held in the City Hall in said City on Monday, May 11, 2009, commencing at 7:30 P.M.

The following members were present:

and the following were absent:

* * *

* * *

* * *

The Mayor announced that the next order of business was consideration of the proposals which had been received for the purchase of the City's approximately \$_____ General Obligation Capital Improvement Bonds, Series 2009A.

The City Administrator-Clerk presented a tabulation of the proposals that have been received in the manner specified in the Terms of Proposal for the Bonds. The proposals are as set forth in Exhibit A attached.

After due consideration of the proposal, Member _____ then introduced the following resolution, and moved its adoption:

RESOLUTION NO. _____

**A RESOLUTION AWARDED THE SALE OF \$ _____
GENERAL OBLIGATION CAPITAL IMPROVEMENT BONDS, SERIES 2009A
FIXING THEIR FORM AND SPECIFICATIONS;
DIRECTING THEIR EXECUTION AND DELIVERY;
AND PROVIDING FOR THEIR PAYMENT**

BE IT RESOLVED By the City Council (the ‘Council’) of the City of Inver Grove Heights, Dakota County, Minnesota (the ‘City’) as follows:

Section 1. Background.

1.01. Statutory Authorization. The City is authorized by Minnesota Statutes, Section 475.521, as amended (the ‘Act’) to finance certain capital improvements under an approved capital improvement plan by the issuance of general obligation bonds of the City payable from ad valorem taxes. Capital improvements include acquisition or betterment of public lands, buildings or other improvements for the purpose of a city hall, library, public safety facility and public works facility (excluding light rail transit or any activity related to it, or a park, road, bridge, administrative building other than a city hall, or land for any of those facilities).

1.02. Capital Improvement Plan Authorizing Issuance of Bonds. On July 14, 2008 the City held a public hearing (the ‘Hearing’) regarding a five year capital improvement plan (the ‘Plan’), and issuance of general obligation bonds in the maximum principal amount of \$25,000,000 to finance planned capital improvements, all in accordance with the Act. The Plan authorizes issuance of general obligation bonds by the City to pay the costs of construction of a new city hall and public safety facility (hereinafter referred to as the ‘Improvements’).

1.03. No Petition for a Referendum Received. The Council has determined that, within 30 days after the Hearing, no petition for a referendum on the issuance of general obligation bonds pursuant to the Plan was received by the City in accordance with the Act.

1.04. Determinations of the City in Compliance with the Act. As required by the Act, the City has determined that:

- (i) the expected useful life of the Improvements will be at least five years; and
- (ii) the amount of principal and interest due in any year on all outstanding bonds issued by the City under the Act, including the Bonds (hereinafter defined), will not exceed .16 percent of the taxable market value of property in the City for taxes payable in 2009.

1.05. Issuance of the Bonds. It is necessary and expedient to the sound financial management of the affairs of the City to issue its \$_____ General Obligation Capital Improvement Bonds, Series 2009A (the“Bonds”) pursuant to the Act to provide financing for the Improvements.

Section 2. Sale of Bonds.

2.01. Award to the Purchaser and Interest Rates. The proposal of _____ (the“Purchaser”) to purchase the Bonds is found and determined to be a reasonable offer and is accepted, the proposal being to purchase the Bonds at a price of \$_____ for Bonds bearing interest as follows:

<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>
2012	%	2024	%
2013		2025	
2014		2026	
2015		2027	
2016		2028	
2017		2029	
2018		2030	
2019		2031	
2020		2032	
2021		2033	
2022		2034	
2023			

2.02. Purchase Contract. The sum of \$_____ being the amount proposed by the Purchaser in excess of \$_____ shall be deposited in the Construction Account under Section 5.01 hereof. The City Finance Director is directed to retain the good faith check of the Purchaser, pending completion of the sale of the Bonds, and to return the good faith checks of the unsuccessful proposers. The Mayor and the City Administrator-Clerk are directed to execute a contract with the Purchaser on behalf of the City.

2.03. Terms and Principal Amounts of Bonds. The City will forthwith issue and sell the Bonds pursuant to the Act in the total principal amount of \$_____. The Bonds will be originally dated as of June 3, 2009 in the denomination of \$5,000 each or any integral multiple thereof, numbered No. R-1 upward, bearing interest as above set forth and maturing serially on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2012	\$	2024	\$
2013		2025	
2014		2026	
2015		2027	
2016		2028	
2017		2029	
2018		2030	
2019		2031	
2020		2032	
2021		2033	
2022		2034	
2023			

2.04. Optional Redemption. The City may elect on February 1, 2018, and on any date thereafter to prepay Bonds due on or after February 1, 2019. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 8 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

2.05. Term Bonds. To be completed if Term Bonds are requested by the Purchaser.

Section 3. Registration and Payment.

3.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

3.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bond is payable on February 1 and August 1 of each year, commencing February 1, 2010, to the registered owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not that day is a business day.

3.03. Registration. The City will appoint a bond registrar, transfer agent, authenticating agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of the Bond and the registration of transfers of the Bond entitled to be registered or transferred.

(b) Transfer of Bond. Upon surrender for transfer of the Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, a new Bond of a like principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is registered in the bond register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes and payments so made to the registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds, sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for a Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the City and the Registrar must be named as obligees. The Bond so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

3.04. Appointment of Initial Registrar. The City appoints Wells Fargo Bank, National Association, Minneapolis, Minnesota, as the initial Registrar. The Mayor and the City Administrator-Clerk are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Council, the City Finance Director must transmit to the Registrar monies sufficient for the payment of all principal and interest then due.

3.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the City Administrator-Clerk and executed on behalf of the City by the signatures of the Mayor and the City Administrator-Clerk, provided that those signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of a Bond,

that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared, executed and authenticated, the City Administrator-Clerk will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

3.06. Temporary Bond. The City may elect to deliver in lieu of a printed definitive Bond a typewritten temporary Bond in substantially the form set forth in Section 4 hereof. Upon the execution and delivery of the definitive Bond the temporary Bond will be exchanged therefor and cancelled.

Section 4. Form of Bond.

4.01. Execution of the Bonds. The Bond will be printed or typewritten in substantially the following form:

No. R-__ \$ _____

UNITED STATES OF AMERICA
 STATE OF MINNESOTA
 COUNTY OF DAKOTA
 CITY OF INVER GROVE HEIGHTS

GENERAL OBLIGATION CAPITAL IMPROVEMENT
 BOND, SERIES 2009A

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	February 1, 20__	June 3, 2009	

Registered Owner: Cede & Co.

The City of Inver Grove Heights, Minnesota, a duly organized and existing municipal corporation and political subdivision located in Dakota County, Minnesota (the "City"), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the principal sum of \$ _____ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above, payable February 1 and August 1 in each year, commencing February 1, 2010,

to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by Wells Fargo Bank, National Association, Minneapolis, Minnesota, as Bond Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on February 1, 2018, and on any date thereafter to prepay Bonds due on or after February 1, 2019. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify Depository Trust Company (DTC) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

The City Council has designated the issue of this Bond as a "qualified tax exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code") relating to disallowance of interest expense for financial institutions and within the \$30 million limit allowed by the Code for the calendar year of issue.

This Bond is one of an issue in the aggregate principal amount of \$_____ all of like original issue date and tenor, except as to number, maturity date, redemption privilege, and interest rate, all issued pursuant to a resolution adopted by the City Council on May 11, 2009 (the "Resolution"), for the purpose of providing money to defray the expenses incurred and to be incurred in making certain capital improvements, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Section 475.521 and Chapter 475, and the principal hereof and interest hereon are payable from ad valorem taxes as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy additional ad valorem taxes on all taxable property in the City in the event of any deficiency in taxes pledged, which taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in the denominations of \$5,000 or any integral multiple thereof of single maturities.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner's attorney. Upon such transfer the City will cause a new Bond to be issued in the name of the transferee or registered owner, of the same principal amount, bearing interest at the same rate and maturing on the same date, subject to

reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer.

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota, to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Inver Grove Heights, Dakota County, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and City Administrator-Clerk and has caused this Bond to be dated as of the date set forth below.

Dated: _____

CITY OF INVER GROVE HEIGHTS,
MINNESOTA

(Facsimile)
City Administrator-Clerk

(Facsimile)
Mayor

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STEMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address:

(Include information for all joint owners if this Bond is held by joint account.)

Please insert social security or other identifying number of assignee

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of Officer of Registrar</u>
_____	Cede & Co. Federal ID #13-2555119	_____

4.02. Approving Legal Opinion. The City Administrator-Clerk is directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, which is to be complete except as to dating thereof and to cause the opinion to be printed on or accompany each Bond.

Section 5. Payment; Security; Pledges and Covenants.

5.01. Debt Service Fund. (a) The Bonds are payable from the General Obligation Capital Improvement Bonds, Series 2009A Debt Service Fund (the“Debt Service Fund”) hereby created, and the proceeds of the ad valorem taxes hereinafter levied (the“Taxes”) are pledged to the Debt Service Fund. If a payment of principal or interest on the Bonds becomes due when there is not sufficient money in the Debt Service Fund to pay the same, the City Finance Director will pay such principal or interest from the general fund of the City, and the general fund will be reimbursed for those advances out of the proceeds of the taxes levied by this Resolution, when collected. There is appropriated to the Debt Service Fund capitalized interest financed from Bond proceeds.

(b) Construction Account. The proceeds of the Bonds, less the appropriations made in paragraph (a), together with any other funds appropriated for the Improvements will be deposited in a separate construction account (the“Construction Account”) to be used solely to defray expenses of the Improvements. Any balance remaining in the Construction Account after completion of the Improvements may be used to pay the cost in whole or in part of any other capital improvement identified in the Plan and instituted under the Act. When the Improvements are completed and the cost thereof paid, the Construction Account is to be closed and any balance not otherwise expended in accordance with the Act shall be deposited in the Debt Service Fund.

5.02. Pledge of Taxes. For the purpose of paying the principal of and interest on the Bonds, there is levied a direct annual irrepealable ad valorem tax upon all of the taxable property in the City, to be spread upon the tax rolls and collected with and as part of other general taxes of the City. The tax will be credited to the Debt Service Fund above provided and is in the years and amounts as follows (year stated being year of collection):

<u>Year</u>	<u>Levy</u>
-------------	-------------

(See Exhibit B)

5.03. Certification to Director of Property Taxation and Records as to Debt Service Fund Amount. It is determined that the estimated collection of the foregoing Taxes will produce at least five percent in excess of the amount needed to meet when due, the principal and interest payments on the Bonds. The tax levy herein provided will be irrepealable until the Bonds are paid, provided that at the time the City makes its annual tax levies the City Administrator-Clerk may certify to the Director of Property Taxation and Records of Dakota County the amount available in the Debt Service Fund to pay principal and interest due during the ensuing year, and the Director of Property Taxation and Records will thereupon reduce the levy collectible during such year by the amount so certified.

5.04. Director of Property Taxation and Records Certificate as to Registration. The City Administrator-Clerk is authorized and directed to file a certified copy of this Resolution with the Director of Property Taxation and Records of Dakota County and to obtain the certificate required by Minnesota Statutes, Section 475.63.

Section 6. Authentication of Transcript.

6.01. City Proceedings and Records. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds, certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, may be deemed representations of the City as to the facts stated therein.

6.02. Certification as to Official Statement. The Mayor, the City Administrator-Clerk and the City Finance Director are authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

Section 7. Tax Covenants.

7.01. Tax-Exempt Bonds. The City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds.

7.02. No Rebate Required. The City will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States.

7.03. Not Private Activity Bonds. The City further covenants not to use the proceeds of the Bonds or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

7.04. Qualified Tax-Exempt Obligations. In order to qualify the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, the City makes the following factual statements and representations:

(a) the Bonds are not “private activity bonds” as defined in Section 141 of the Code;

(b) the City designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;

(c) the reasonably anticipated amount of tax-exempt obligations (other than any private activity bonds) which will be issued by the City (and all subordinate entities of the City) during calendar year 2009 will not exceed \$30,000,000; and

(d) not more than \$30,000,000 of obligations issued by the City during calendar year 2009 have been designated for purposes of Section 265(b)(3) of the Code.

7.05. Procedural Requirements. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this Section.

Section 8. Book-Entry System; Limited Obligation of City.

8.01. DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 2.03 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

8.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar) of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the

registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this Resolution. Upon delivery by DTC to the City Administrator-Clerk of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co.," will refer to such new nominee of DTC; and upon receipt of such a notice, the City Administrator-Clerk will promptly deliver a copy of the same to the Registrar and Paying Agent.

8.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the "Representation Letter") which will govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

8.04. Transfers Outside Book-Entry System. In the event the City, by resolution of this Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

8.05. Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and notices with respect to the Bond will be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 9. Continuing Disclosure.

9.01. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the

Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

9.02. Execution of Continuing Disclosure Certificate. ‘Continuing Disclosure Certificate’ means that certain Continuing Disclosure Certificate executed by the Mayor and City Administrator-Clerk and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

Section 10 Defeasance. When all Bonds and all interest thereon have been discharged as provided in this Section, all pledges, covenants and other rights granted by this Resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

(The remainder of this page is intentionally left blank.)

The motion for the adoption of the foregoing resolution was duly seconded by Member _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) SS.
)
CITY OF INVER GROVE)
HEIGHTS)

I, the undersigned, being the duly qualified and acting City Administrator-Clerk of the City of Inver Grove Heights, Dakota County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on May 11, 2009 with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of \$ _____ General Obligation Capital Improvement Bonds, Series 2009A of the City.

WITNESS My hand officially as such City Administrator-Clerk and the corporate seal of the City this _____ day of _____, 2009.

City Administrator-Clerk
Inver Grove Heights, Minnesota

(SEAL)

STATE OF MINNESOTA

COUNTY OF DAKOTA

DIRECTOR OF PROPERTY
TAXATION AND RECORDS
CERTIFICATE AS TO
TAX LEVY AND
REGISTRATION

I, the undersigned Director of Property Taxation and Records of Dakota County, Minnesota, hereby certify that a resolution adopted by the City Council of the City of Inver Grove Heights, Minnesota, on May 11, 2009, levying taxes for the payment of \$ _____ General Obligation Capital Improvement Bonds, Series 2009A, dated as of June 3, 2009, has been filed in my office and said obligations have been registered on the register of obligations in my office and that such tax has been levied as required by law.

WITNESS My hand and official seal this _____ day of _____, 2009.

(SEAL)

Director of Property Taxation and Records
Dakota County, Minnesota

Deputy

EXHIBIT A
PROPOSALS

EXHIBIT B

TAX LEVY SCHEDULE

<u>YEAR *</u>	<u>TAX LEVY</u>
	\$

** Year tax levy collected.*

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Comprehensive Plan Update – Authorize Submittal to the Metropolitan Council

Meeting Date: May 11, 2009
 Item Type: Regular
 Contact: Thomas J. Link: 651-450-2546
 Prepared by: Tom Link, Director of Community Development
 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

The City Council is to consider adoption of the Resolution Authorizing Submittal of the Inver Grove Heights Comprehensive Plan to the Metropolitan Council, as attached.

BACKGROUND

The City Council preliminarily approved the Inver Grove Heights Comprehensive Plan, with changes, on November 24, 2008, per the attached resolution. The Comprehensive Plan had previously been distributed to surrounding cities, counties, and other agencies for review and comment. The mandatory six month review and comment period ended on April 8. With the conclusion of review and comment, the City can consider submitting the Comprehensive Plan to the Metropolitan Council.

ANALYSIS

The City received comments from five municipalities, Dakota and Washington Counties, the Minnesota Department of Transportation, and the Gun Club Lake Watershed Management Organization. Copies of the comments are attached. Some of the more significant comments are:

- The Cities of Mendota Heights and Sunfish Lake expressed continued opposition to an interchange on Interstate 494
- The City of Cottage Grove and Washington County encouraged additional language in support of a future river crossing study
- Dakota County and the Minnesota Department of Transportation (MnDOT) requested minor clarifications to the Transportation Chapter

Hoisington Koegler made minor changes to the Comprehensive Plan in response to City Council direction and other agencies' comments. A list of those modifications and the revised pages are attached. The most significant modifications are:

- Changes as directed by City Council, per the November 24 resolution
- Additional language regarding the study of a future river crossing, as requested by Cottage Grove and Washington County
- Clarifications to the Transportation Chapter regarding the consistency of county and city transportation plans, the County as the lead agency for interchange studies in the Northwest Area, and the phasing of roadway improvements in the Northwest Area, as requested by Dakota County and MnDOT.

If the City Council authorizes submittal of the Comprehensive Plan, it will be sent to the Metropolitan Council in the next week or two. It is anticipated that the Metropolitan Council will need about two to four months to review and act on the Comprehensive Plan. The Comprehensive Plan will then be brought back to the City Council for final approval and adoption.

RECOMMENDATION

Staff recommends adoption of the Resolution Authorizing Submittal of the Inver Grove Heights Comprehensive Plan to the Metropolitan Council, as attached.

TJL/kf

Enc: Resolution Authorizing Submittal of the Inver Grove Heights Comprehensive Plan to the Metropolitan Council

- List of Comprehensive Plan Modifications
- Revised Pages to the Comprehensive Plan
- Resolution Preliminarily Approving the Inver Grove Heights Comprehensive Plan, dated November 24, 2008
- Other Agencies' Comments
 - City of Cottage Grove
 - City of Newport
 - City of Sunfish Lake
 - City of Mendota Heights
 - City of South St. Paul
 - Dakota County
 - Washington County
 - Minnesota Department of Transportation
 - Gun Lake Club Watershed Management Organization

cc: Brad Scheib, Hoisington Koegler Group Inc.
Lance Bernard, Hoisington Koegler Group Inc.

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION AUTHORIZING SUBMITTAL OF THE INVER GROVE HEIGHTS
COMPREHENSIVE PLAN TO THE METROPOLITAN COUNCIL

WHEREAS, Minnesota Statutes requires the City of Inver Grove Heights to adopt the Comprehensive Plan; and

WHEREAS, Minnesota Statutes requires the City of Inver Grove Heights to update its Comprehensive Plan every ten years; and

WHEREAS, the Planning Commission conducted a series of meetings and workshops over the last year to update the Comprehensive Plan; and

WHEREAS, public input has been received through a series of open houses, "Insights" newsletters, neighborhood meetings, an interactive website, and various meetings, discussions, e-mails, and correspondence; and

WHEREAS, the Planning Commission held a public hearing to consider the Comprehensive Plan Update on October 14, 2008; and

WHEREAS, the Planning Commission recommended approval of the Comprehensive Plan subject to three changes relating to greenways, the Rich Valley park expansion, and the land use designation of properties lying along Highways 52/55; and

WHEREAS, the City Council directed staff to distribute the Draft Comprehensive Plan to affected jurisdictions on September 8, 2008; and

Resolution No. _____

WHEREAS, the City Council considered preliminary approval of the Inver Grove Heights Comprehensive Plan on November 10 and November 24, 2008 and preliminarily approved the Comprehensive Plan on November 24, 2008; and

WHEREAS, the mandatory six month review and comment period ended on April 8, 2009 and the City received comments from cities, counties, the Minnesota Department of Transportation, and a watershed management organization;

NOW, THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS hereby authorizes the submittal of the Comprehensive Plan Update to the Metropolitan Council.

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

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

COMPREHENSIVE PLAN MODIFICATIONS

Chapter 1 – Introduction

- Greenways language was removed from this chapter, per Council direction (page 1-1).

Chapter 2 - Land Use

- The proposed Rich Valley Park expansion was removed from the Land Use Plan, per Council direction (page 2-10).
- The Land Use Plan was modified to reguide part of the Safi property to Industrial, per Council direction (page 2-10).
- The Land Use Plan was modified to reguide some of the “Industrial Triangle” properties near TH 52/55 and Inver Grove Trail to Rural Density Residential, per Council direction (page 2-10).
- The Woodland Preserve Park boundary was corrected to include city-owned properties, an administrative clarification (page 2-10).
- All tables and figures were updated to reflect land use changes to the Land Use Plan, as noted above (pages 2-11, 2-31, and 2-32).
- Greenways language was removed from this chapter, per Council direction (page 2-13).

Chapter 3 - Environmental Protection

- Greenways language was removed from this chapter, per Council direction (pages 3-2, 3-3, and 3-12 of 5-09 draft and 3-2, 3-3 and 3-14 of 11-08 draft).

Chapter 4 – Housing

- Table 4.1 was updated to reflect changes to the Land Use Plan, as noted above (page 4-3).
- Policy #2 was modified to read “Work with the Dakota County Community Development Agency towards integrating affordable housing into larger development projects rather than isolated into single development projects,” per Council direction (page 4-8).

Chapter 5 – Transportation

- A “call out” box was added to encourage discussions for a future Mississippi River crossing, per request of Cottage Grove and Washington County (page 5-13).
- The “call out” box was modified to acknowledge that not all of the improvements shown on the City’s plans are identified on the County Transportation Plan, though the County has identified these areas for study, per request of Dakota County (page 5-14).

- Table 5.5 was revised to reflect Dakota County as the lead agency for the planned I-494/Argenta (CSAH 63) interchange, per the request of MnDOT (page 5-16).
- Table 5.7 was updated to reflect changes to the Land Use Plan, as noted above (page 5-20).
- A “call out” box was added to acknowledge the phasing of roadway improvements in respect to the North-South Corridor Study, per request of Dakota County (page 5-26).

Chapter 6 – Parks and Recreation

- The Chub Lake Regional Park language was removed, per Dakota County request (page 6-8).
- The proposed Rich Valley Park expansion was removed and all figures were updated to reflect this change, per Council direction (pages 6-19 and 6-22 of 5-09 draft and page 6-19, 6-21 and 6-22 of 11-08 draft).
- Proposed trail alignments were labeled as conceptual on Figures 6.7 and 6.9, per Council direction (pages 6-19 and 6-22).
- Greenways language was removed from this chapter, per Council direction (pages 6-21 and 6-32 of 5-09 draft and 6-21, 6-32, and 6-33 of 11-08 draft).

Chapter 7 – Sanitary Sewer

- Eagan Trunk Water Distribution boundaries were corrected on figure 7.1, an administrative clarification (page 7-4).

Chapter 8 – Water Supply Plan

- No revisions were made.

Chapter 9 – Critical Area Plan

- No revisions were made.

Chapter 10 – Surface Water Management Plan

- No revisions were made.

Chapter 11 – Implementation

- Zoning map dates were modified to reflect the year 2008, not 2007 – an administrative clarification (pages 11-6 and 11-8).
- Reference to Rich Valley Park expansion was made generic to all parks in Table 11.4 (Action Step #13), per Council direction (page 11-16).
- The City’s 2030 Trail Plan was added to Table 11.4 (Action Step #15), per Council direction (page 11-16).

Introduction

CHAPTER 1

The Metropolitan Land Planning Act requires that local governments within the seven-county metropolitan area review and update their Comprehensive Plans at least every ten years. The last Comprehensive Plan update was completed in 1998. This plan update was completed in 2008 and reflects the planning period of 2010 to 2030. By Statute, plans are required to have specific components as guided by the Metropolitan Land Planning Act. Review of these components are conducted by the Metropolitan Council in order to assess compatibility with metropolitan system plans, consistency with other adopted plans of the Metropolitan Council and compatibility with Comprehensive Plans of adjacent communities and affected jurisdictions.

In addition to complying with the legislative mandate and regional planning requirements, the City of Inver Grove Heights has undertaken this Comprehensive Plan for a far more important reason. The City has chosen to actively plan for its future so that the physical form of the community represents “what the community wants to be” rather than a reaction to trends and patterns that result from outside forces. This plan looks to the future and prescribes a plan and implementation strategy that is intended to provide guidance for decision making for the next 10 to 20 years.

Setting / History

REGIONAL SETTING

Inver Grove Heights is located approximately 10 miles south of downtown St. Paul in Dakota County which is one of the 7 principal counties comprising the Twin Cities Metropolitan Area. The corporate limits of Inver Grove Heights encompass approximately 27 square miles. The landscape of the community

The Comprehensive Plan addresses:

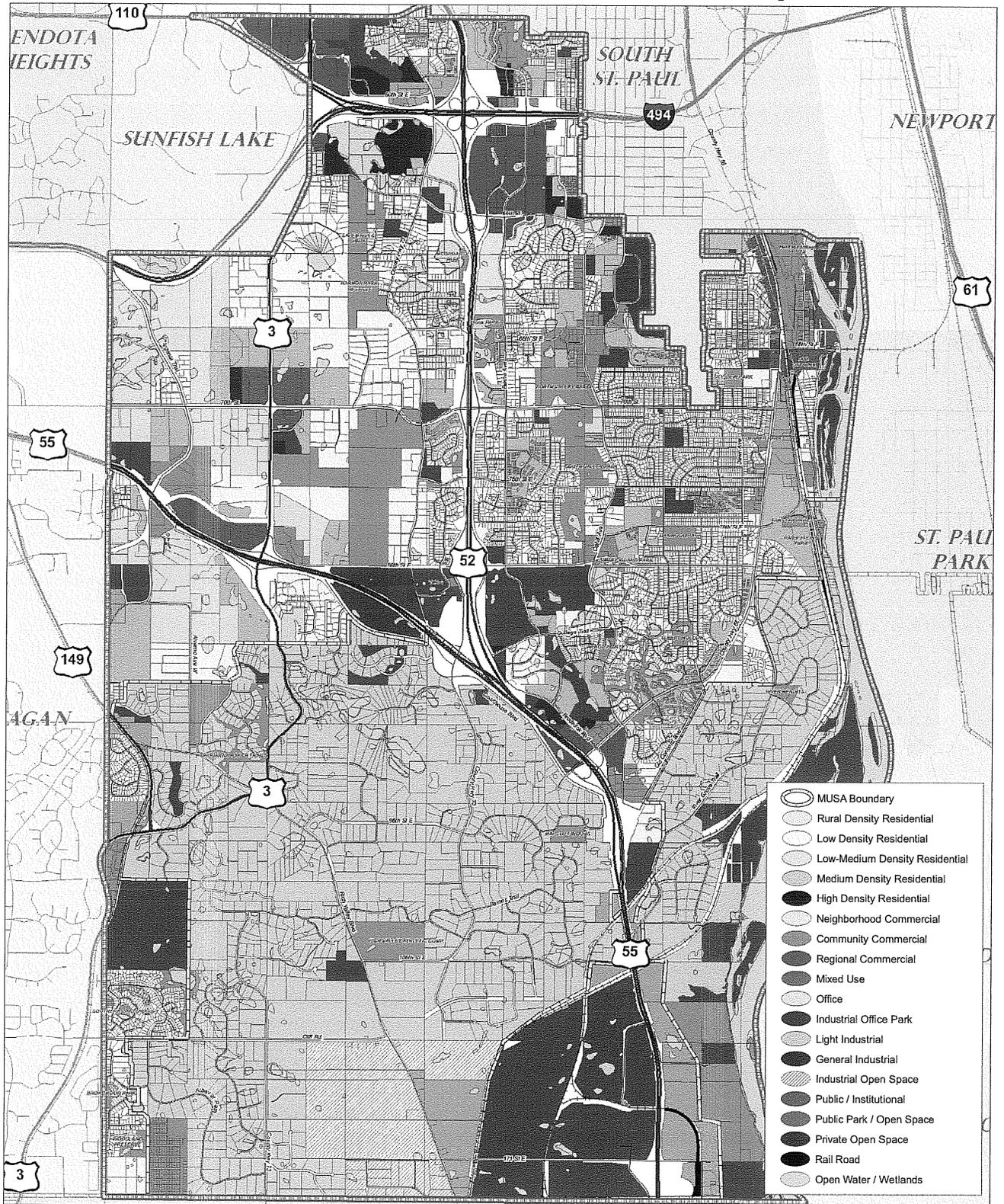
- Vision for the future
- Land use & Economic Development, including phasing for development with urban services and housing and job development opportunities
- Protection of wetlands, trees and other environmental amenities
- Location and character of parks and trails
- Transportation corridors, transit services and infrastructure
- Water, sewer and surface water infrastructure systems

As the guide for community development, the Comprehensive Plan influences many decisions. It is a dynamic document that is regularly reviewed and updated. The Plan:

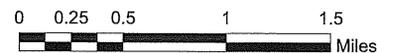
- Leads to potential modifications of the zoning ordinance and other land use controls
- Influences the form, pace and location of new development
- Promotes the maintenance and enhancement of existing neighborhoods and commercial districts
- Determines and reinforces approaches for protecting natural resources and open spaces
- Guides City investments in roads, utilities and parks
- Determines the need for City roles in economic development, redevelopment and housing
- Establishes a “to do” list of public and private actions



Figure 2.2: Land Use Plan



CITY OF INVER GROVE HEIGHTS



category include single-family detached homes, twin home units and lower density, townhome style developments. In all cases, low-density residential development will be served by public water and sanitary sewer systems.

Low-Medium Density Residential (LMDR)

The low-medium density residential category includes a combination of single family attached and single family detached housing that is generally at a greater density than traditional single family housing in Inver Grove Heights. Density of the LMDR category ranges from 3 to 6 units per net acre. This land use category is principally isolated to the Northwest Area and is a new land use category.

Table 2.2 2030 Future Land Use Calculations (in Acres)

Land Use	Currently within Urban Service Area (MUSA)	Currently outside Urban Service Area	Total	% of Total
Rural Residential	22	4,581	4,604	24%
Low Density Residential	3,175	8	3,183	17%
Low Medium Density Residential	567	-	567	3%
Medium Density Residential	962	-	962	5%
High Density Residential	168	-	168	1%
Neighborhood Commercial	27	-	27	0%
Community Commercial	247	2	249	1%
Regional Commercial	353	12	365	2%
Mixed Use	130	-	130	1%
Office	213	-	213	1%
Industrial Office Park	194	-	194	1%
Light Industrial	354	141	495	3%
General Industrial	871	0	871	5%
Industrial Open Space	-	513	513	3%
Public / Institutional	405	28	432	2%
Public Open Space	776	408	1,185	6%
Private Open Space	180	410	590	3%
Railroad	20	3	24	0%
Right-Of-Way	NA		2,882	15%
Open Water / Wetland	NA		1,597	8%
Total	9,433	6,935	19,250	100%

7. Where possible and appropriate, encourage design patterns that integrate quality environmental resources such as wetlands or mature woods.
8. Discourage non-residential and/or non-local traffic on local streets.
9. Limit housing to single-family, detached homes capable of being supported by on-site utility systems.
10. Encourage the placement of housing units in a manner that preserves significant natural resources.
11. Prohibit commercial or industrial uses in residential areas including home occupations that involve exterior storage such as contracting businesses.
12. Continue to enforce periodic inspection requirements for on-site sewage treatment systems to ensure compliance with State and County environmental regulations.
13. Provide new development that has at least two individual sewage treatment system sites on each lot.
14. Acceptable uses within the rural development area shall include commercial agriculture pursuits but not animal feed lots, stockyards or animal slaughtering facilities.
15. The resubdivision of individual lots within existing neighborhoods shall maintain a minimum lot size of that neighborhood.
16. The design of future rural residential developments shall consider the lot sizes of adjacent developments.

Role of Agriculture in the Rural Development Area

Agriculture is one of the elements of the heritage of Inver Grove Heights. Because of past land subdivision activities and the construction of single-family homes, large-scale farming operations no longer exist. However, significant land areas continue to be used for the production of row crops and as pastureland for animals. Scattered small-scale truck farming operations also occur throughout portions of the community.

Since agriculture is a character element of the community and a means of preserving "open space", the comprehensive plan seeks to include agriculture as an interim and permanent land use depending on the desires of property owners. Individuals that choose to maintain their land in agricultural production can continue to do so and will be consistent with both the comprehensive plan and current zoning practices. Long-term agriculture outside of the area designated as Rural Development Area is not anticipated in this plan.

Future Growth Phasing

In 2000, Inver Grove Heights had an estimated population of 29,751. Current residents were attracted to the community for a number of reasons including proximity to employment, an attractive natural environment, an excellent park system, a mix of housing types, good schools, etc. These same factors will continue to attract new residents to the community in the years ahead. In order to accommodate demand for community growth a number of amendments to the 1998 Comprehensive Plan have been made. These amendments were largely a result of market forces but also were based on a more detailed understanding of site conditions and constraints. Each amendment was carefully evaluated for consistency with the community's vision and guiding principles. Consistent with the future land use plan, growth will be largely accommodated in the northwest area of the City.

Figure 2.12 and Table 2.3 identifies vacant, developable lands within the City of Inver Grove Heights. With the exception of Rural Residential and the Industrial Buffer Area lands, all lands are intended to receive municipal sewer and water services.

A key consideration in our planning process is seeking a balance of jobs and housing in our community. This balance is both in terms of the number of jobs relative to the number of households, as well as the type of job relative to our land use patterns (see table 2.5). This balance will be discussed further in the housing chapter. The benefits of achieving a balance of jobs to households are many, but most importantly, having jobs close to housing reduces vehicle miles traveled to work which in turn reduces transportation costs and time spent in traffic. This is an important aspect of being a sustainable community and a healthy community.

Based on 2000 Census data, IGH had a ratio of 0.73 jobs for every household. (see table 2.4) The majority of these jobs were industrial or commercial (retail or service) jobs based on the existing land use supply. Research suggests that a targeted standard for jobs-housing ratio is approximately 1.5 (Source: Jobs-Housing Balance: APA Planning Advisory Service Report Number 516 published in 2003). This ratio is based on the assumption that the average number of workers per household is 1.5. However, in metropolitan areas where jobs are more regionally allocated, such as Inver Grove Heights, that target may be closer to 1. Eagan's 2000 ratio was 1.9 jobs per household.

Figure 2.12: Vacant Land Areas

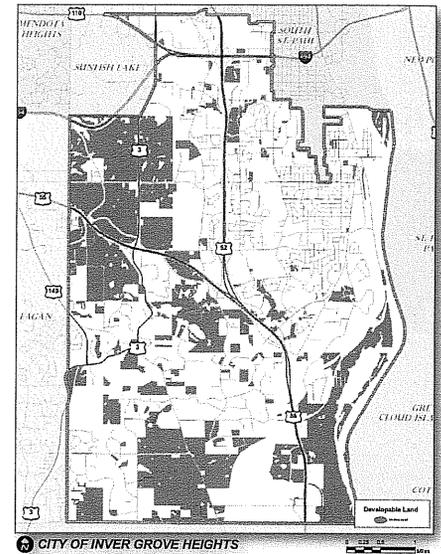


Table 2.3: Developable Acres

Future Land Use (2030)	Total Acres
Rural Residential	739
Low Density Residential	632
Low-Mid Density Residential	537
Medium Density Residential	287
High Density Residential	21
Mixed Use (Residential)	55
Neighborhood Commercial	5
Community Commercial	129
Regional Commercial	101
Mixed Use (Commercial)	29
Light Industrial	216
General Industrial	137
Office	154
Industrial/Office Park	118
Public Institutional	40
TOTAL:	3,200

2. Land Use

Using sound planning assumptions for estimating employment, there is a possibility that Inver Grove Heights could accommodate approximately 9,700 new jobs between 2000 and 2030. Achieving this number depends on a stable economic climate, and development of future transportation improvements which will require a change to the regional transportation system plan.

Factors influencing population, household and employment forecasts:

- 1) Regional growth and travel demand has demonstrated a need for future north/south transportation improvements through Inver Grove Heights. This regional growth suggests a need for an additional interchange at I-494. (See the North South Corridor Study completed by Dakota County in 2007)
- 2) Given Inver Grove Heights proximity within a metropolitan area (close to an international airport and two central business districts) and adjacency to major regional highway corridors, the land use patterns and intensities assumed in our projections are reasonable.

Hoisington Koegler Group Inc. is the primary source of the population, household and employment projections contained within this plan. Estimates were developed from 2007 Dakota County parcel data integrated with future land use and infrastructure data. Detailed assumptions are available as an appendix to the plan.

In Inver Grove Heights, the Metropolitan Council has provided the City with its forecasts for population, households and employment. By and large, this comprehensive plan supports these estimates. However, our plan suggests that there is a possibility of greater development that might exceed these forecasts, particularly in the area of employment. Table 2.4 reflects the population, households and employment projections for this Comprehensive Plan update.

Table 2.4: Population, Household, Employment Forecasts

Comprehensive Plan Est.	2000	2010	2020	2030	Change from 2000 to 2030
Population	29,751	33,910	40,540	47,260	17,500
Households	11,257	14,010	16,990	19,250	8,000
Jobs	8,168	12,000	14,700	17,900	9,700
Jobs/HH Ratio	0.73	0.86	0.87	0.93	

Table 2.5: Job Growth 2000-2030 by Land Use

Job Type	Est. Job Growth 2000 to 2030	% of Total Jobs
Office (Include Public/Institutional)	2,460	25%
Industrial/Office	1,410	15%
Industrial	550	6%
Commercial/Retail Services	5,280	54%
Total Potential Jobs	9,700	100%

In order to provide the rationale for our estimates, we have examined future land use needs and conducted a general analysis of the existing land use supply in Inver Grove Heights. It is important to note that projecting land demand is a challenging task that is greatly influenced by market conditions and land owner interests in development; two forces which are not controllable by the City of Inver Grove Heights. However, the City's ability to guide land for development and plan for capital improvements that provide necessary urban infrastructure to development areas, plays a significant roll in achieving development projections. The following section provides greater rationale for our forecasts.

ENVIRONMENTAL PROTECTION POLICIES

1. Promote conservation of key natural resources.
2. Establish a balance between the protection of natural resources and future urban development.

Existing Conditions

GEOLOGY

The terrain of Inver Grove Heights is the result of various periods of glacial activity that occurred thousands of years ago. The pre-glacial terrain has been so thoroughly covered by glacial materials that the exact original form is unknown. On the surface, three distinct geologic forms can be identified. The first, glacial moraine, also known as knob and kettle topography represents a distinct feature in Inver Grove Heights. This large area contains the actual materials that were carried by the glacier and left in place when it melted. Today, these are represented as small lakes, ponds, wetlands and potholes that usually have small drainage areas and often contain trapped water due to a lack of natural outlets.

The knob and kettle terrain feature offers a potential for providing a series of storm water holding basins. The natural drainage of an area can be contained in these basins. Controlled outlets and inlets combined with interconnecting storm sewer pipes can allow these natural basin areas to function as part of a storm water collection and treatment system.

The second geologic feature evident in Inver Grove Heights is the outwash plain. Central Dakota County contains a large outwash plain with a finger of the plain extending into Inver Grove Heights. This channel carried away much of the fine silt and loam away from the glacier resulting in the rich agricultural land found south of the community.

The third geological feature was formed as an indirect result of glacial activity. The Mississippi River was the primary spillway for the glacial Lake Agassiz, which encompassed what is now the Red River Valley. The lake drained via the Minnesota River leaving a landscape with a broad river bottom floodplain and steep side slopes in southern Inver Grove Heights.

TOPOGRAPHY/HYDROLOGY

The topographic and hydrological features of Inver Grove Heights are closely tied to the glacial history. Glacial activity resulted in a landscape that features significant topographic changes in a number of areas in the community (see Figure 3.1). The landscape along the Mississippi River contains steep slopes in the central and southern reaches of the community. Two primary fingers of steep topography extend to the north and northwest, one following up the Marcott chain of lakes and the other lying between the Lafayette Freeway and Cahill Road. North and South Valley Parks lie within this area. Additionally, a large concentration of land exhibiting slopes exceeding 12% lies north of Cliff Road and west of Rich Valley Road.

AGGREGATE RESOURCES

State legislation enacted in 1978 requires local comprehensive plans to address aggregate resources. The law requires that communities include the local government's goals, intentions, and priorities concerning aggregate resources as part of their land use plan. Aggregate resources known or suspected to be located in Inver Grove Heights are illustrated in Figure 3.2. These areas are made up of three types of aggregate resources:

- Class 6 - Des Moines Lobe Sand and Gravel 10-40 ft thick, moderate to good quality
- Class 7 - Superior Lobe Sand and Gravel 10-40 ft thick, good to excellent quality
- Class A - Prairie du Chien Dolostone > 30 ft thick

Aggregate resources identified in the City of Inver Grove Heights are dispersed throughout the community. It is unlikely extraction would occur in the areas along the Mississippi River as a result of the bluff line and potential environmental impacts to the river. It is also unlikely to see extraction in areas of the community that are fully developed. Areas that may see extraction are in the more rural or undeveloped areas of the community. Prior to development on these sites, the City will explore with property owners the feasibility of extracting resources and will follow all required state laws in order to understand the potential impacts of mineral extraction.

3. Environmental Protection

What is Low Impact Development (LID)?

LID is an ecologically friendly approach to site development and storm water management that aims to mitigate development impacts to land, water, and air. The approach emphasizes the integration of site design and planning techniques that conserve natural systems and hydrologic functions on a site. The practice has been successfully integrated into many municipal development codes and storm water management ordinances throughout the United States. Specifically, LID aims to:

1. Preserve Open Space and Minimize Land Disturbance;
2. Protect Natural Systems and Processes (drainage ways, vegetation, soils, sensitive areas);
3. examine the Use and Sizing of Traditional Site Infrastructure (lots, streets, curbs, gutters, sidewalks) and Customize Site Design to Each Site;
4. Incorporate Natural Site Elements (wetlands, stream corridors, mature forests) as Design Elements; and
5. Decentralize and Micromanage Storm Water at its Source.

Source: NAHB Research Center

What is LEED?

The LEED Green Building Rating System™ is the nationally-accepted benchmark for the design, construction, and operation of high performance green buildings. LEED promotes sustainability in five key areas of human and environmental health: sustainable site development, water savings, energy efficiency, materials selection, and indoor environmental quality.

The LEED for Neighborhood Development Rating System is currently a pilot program and integrates principles of smart growth, urbanism, and green building into the first national standard for neighborhood design. LEED certification provides independent, third-party verification that a development's location and design meet accepted high standards for environmentally responsible, sustainable, development.

Source: U.S. Green Building Council

8. Assist with the preservation of prime agricultural lands in order that they are farmed as long as desired by property owners within the community.
9. Continue monitoring private septic systems in order to safeguard against contamination of the underground water system and related health problems.
10. Continue to require appropriate erosion controls during construction.
11. Incorporate select stands of timber into permanent open space areas as part of traditional platting and planned unit developments.
12. Encourage efforts to preserve endangered and threatened wildlife species including preservation of natural habitat areas where feasible.
13. Enforce federal, state and local wetland rules and regulations.
14. Cooperate with state and federal agencies to achieve compliance with air quality, water quality and noise regulations.
15. Work closely with state and federal agencies involved in the regulation and monitoring of heavy industrial users such as the refinery and landfill operations.
16. Continue to regulate existing landfills and closely coordinate with regional agencies, landfill operators and residents.
17. Continue to work closely with the refinery businesses and local agencies to communicate needs, collaborate on planning, monitor air quality and ground water and coordinate emergency management.
18. Continue implementing the Northwest Area zoning ordinances as a model for innovative storm water management and development patterns.
19. Encourage the use of Low Impact Development (LID) techniques that preserve and enhance our environment.
20. Continue to enforce tree preservation ordinance with new subdivisions and update the ordinance as new information or techniques become available.
21. Continue working with Dakota County to identify old dump sites and seek remediation as development occurs.
22. Encourage private development projects to seek LEED certification for new construction of buildings.
23. Consider LEED certification for new public buildings.
24. Encourage future subdivisions to explore the design principles that are encouraged through the LEED for Neighborhood Development program.

Housing Stock, Trends and Patterns

2000 Census data indicated that there were approximately 11,452 housing units in Inver Grove Heights and that 54% of these units were reported to be within single family detached homes. Between 2001 and 2007, Inver Grove Heights has seen a total of 2,242 new housing units added to its housing supply at an average rate of 320 units per year (per City building permit records.) Of these units, roughly 20% were single family detached units, 80% were attached housing (side by side townhome type units or stacked apartments). When added to the existing housing stock, Inver Grove Heights has an estimated housing diversity mix in 2008 of approximately 49% SF detached and 51% MF attached housing types.

Our land use plan guides future development areas for a balance of single family detached and attached housing types as well as multi-family attached housing. Our goal is to preserve an even balance of housing with approximately 50% single family detached and 50% multi-family attached housing. The following is a summary of vacant developable lands guided for residential development within the City of Inver Grove Heights.

Table 4.1 Land Capacity for new housing

Residential Land Use (Density in net units per acre)	Developable Acres	Min Units	Max Units
Rural (2.5 acre or greater lot size)	739	NA	NA
Low Density (1-3 u/a)	632	632	1,896
Low Medium (3-6 u/a)	537	1,610	3,222
Medium (6-12 u/a)	287	1,722	3,444
High (12 + u/a)	21	249	630*
Mixed Use (12+u/a)	55	663	1,650*
TOTAL Acres:	2,271	4,875	10,842

* Assumed 30 units as a maximum density for High Density and Mixed Use

Implementation

Inclusionary Zoning

“How do you meet the needs of developers that want approval for higher density projects and also provide communities with the affordable or workforce housing they need? Inclusionary zoning is a possible answer. Originally conceived in the 1960’s, and adapted over the decades, today’s inclusionary zoning programs offer developers incentives in return for including affordable units within market-rate developments. Inclusionary zoning can be developed to offer incentives, reduce barriers or require developments of a certain magnitude to integrate workforce housing.” Urban Land Institute.

HOUSING POLICIES

The following policies will guide the City of Inver Grove Heights housing development.

1. Maintain land use guidance of a sufficient supply of land at 6 units per net acre or more to accommodate Inver Grove Heights share of the regional affordable housing needs.
2. **Work with the Dakota County Community Development Agency and other agencies to integrate affordable housing** into larger development projects rather than isolated into a single development project.
3. Partner with housing development agencies to assist with the development of affordable housing in locations of the community that have (or will have) adequate transit services and are in close proximity to major employment centers.
4. Maintain a balanced housing supply with housing available for people at all income levels and unit types that meet the varying life-cycle needs of Inver Grove Heights residents.
5. Promote ongoing maintenance of owner occupied and rental housing units through code compliance, homeowner education and providing technical resources.
6. Establish a housing pattern that respects the natural environment while striving to meet local housing needs and the community’s share of metropolitan area housing growth.
7. Maintain zoning and subdivision regulations allowing for the construction of workforce housing.
8. Maintain a close working relationship with the Dakota County Community Development Agency to provide necessary financial programs to promote the construction of workforce housing.
9. Continue to utilize City ordinances that allow planned developments that provide a mixture of housing types.
10. Promote the development of multi-family housing in areas that are physically suited to higher densities
11. Require the integration of open spaces within residential developments in order to maintain a living environment that is consistent with the City’s vision and guiding principles.
12. Promote higher density housing in the mixed-use area of the City.
13. Explore innovative approaches to zoning and development that seek to achieve the goals and policies outlined in the plan such as the idea of “inclusionary zoning.”

Future Transportation Needs

The transportation system will continue to play a significant part of our daily lives. However, the future of our system will continue to be put to the test. By 2030, the seven county metropolitan area is expected to add a million new residents. This growth will continue to add more demand for roadway improvements. It is unlikely that future roadways alone will be able to meet the regional demand for mobility. A more likely future transportation system will include a combination of maintenance, preservation, alternative modes of transportation and behavioral changes to reduce congestion. These strategies can be achieved through two types of management programs: 1) Transportation System Management (TSM) and 2) Transportation Demand Management (TDM).

Transportation System Management (TSM)

- Maintaining and up keep of the existing transportation system
- Preservation of right-of-way for future roadway improvements
- Monitoring system performances, such as traffic volumes and levels of services (LOS)
- Access Management
- Intersection and signal improvements

Transportation Demand Management (TDM)

- Encourage change in individual travel behavior that results in single occupancy vehicle trips
- Consider alternative modes of transportation, i.e. Light Rail Transit, Bus Routes, Bike Lanes, Car Pools, Van Pools & Park-and-Ride Lots
- Encourage urban land use patterns that accommodates alternative modes of transportation, such as Transit Oriented Development (TOD)
- Encourage flex work hours or off peak shift changes at major employers
- Coordinate or encourage the organization of Transportation Management Associations (TMA)

In order to implement these tools there needs to be a fair balance between land use patterns and the transportation system. The intent of the following section is to determine future transportation needs within the context of future land use patterns.

Future Mississippi River Crossing

A future river crossing has been discussed as a potential need to facilitate east-west traffic. The City encourages future planning discussions with affected counties and municipalities.

Transportation Management Association

A group of two or more employers established under conditions, covenants, and restrictions provisions to provide a comprehensive and coordinated trip reduction program.

~ American Planning Association (APA)

Future Roadway Assumptions & Deficiency Analysis

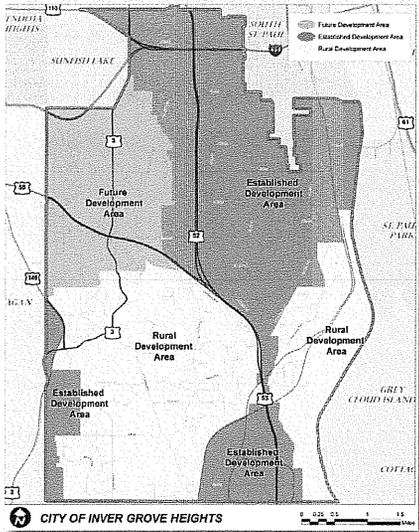
ASSUMED 2030 BASELINE CONDITIONS

In order to determine future transportation needs, several assumptions need to be made on how the City will develop over the next 20 years. The land use plan provides this foundation. In addition, the land use plan provides policy direction on how specific areas of the community will develop over time. These policy areas have been broken into three distinctive areas: 1) Future Development Area, 2) Established Development Area and 3) Rural Development Area. The Transportation Chapter identifies a series of transportation improvements associated with each of these areas. They are illustrated on Figure 5.7 and grouped into the following categories:

1. *Programmed Improvements* – Programmed improvements have already been identified in the City's or County's Capital Improvement Program (CIP). Funding has been secured for these projects, and they will be constructed within the next five years (see Table 5-4).

Table 5-4: Programmed Transportation Improvement

Figure 5-7 ID Number	Roadway/Facility	Location	Primary Improvement	Lead Agency
C-1	Upper 55th Street	Robert Tr. To Babcock Tr.	2-lane to 4-lane	City of IGH
C-2	Cahill Avenue	upper 55th Street to Concord Boulevard	Combination of restriping from 4-lane to 3-lane, widening at intersections, intersection control (Upper 55th St. and 65th St.)	City of IGH
C-3	Concord Boulevard	Corcoran Path to north of City limit	2-lane to 3-lane	Dakota County
C-4	Cliff Rd. (CSAH 32)/ Rich Valley Blvd (CSAH 71)/117th St.	Cliff Rd./Rich Valley Blvd. to 117th St.	Reconstruct for east-west continuity	Dakota County
C-5	Akron Avenue (CSAH 73)	Cliff Road to Rosemount	Gravel to paved 2-lane (rural section)	Dakota County
C-6	Alverno Avenue	Argenta Tr. to Rich Valley Blvd.	Gravel to paved 2-lane (urban section)	City of IGH
C-7	80th Street (CSAH 28)	Robert Tr. to 0.6 mile east of Robert Tr.	Upgrade roadway to 2-lane divided	Dakota County
C-8	80th St. (CSAH 28)	Robert Tr. to Argenta Tr.	New roadway to support future development	Dakota County
C-9	70th St. (CSAH 26)	Eagan to Babcock Tr.	2-lane to 4-lane divided	Dakota County



Development Policy Areas

Roadway Improvements

The Transportation Chapter has identified a series of transportation improvements, grouped into three categories (Programmed, Planned & Recommended. Not all of the improvements shown on the City's plans are identified in the County's Transportation Plan, though the County has identified these areas for study.

Programmed – Programmed improvements have already been committed and identified in the City's or County's Capital Improvement Program (CIP). Funding has been secured for these projects, and they will be constructed within the next five years.

Planned – Planned improvements have been discussed between agencies and/or identified in previous transportation planning documents. A funding source has not been established at this time. The City assumes that these projects will receive funding and will be implemented prior to 2030

Recommended – Recommended improvements are projected to be required over and above programmed and planned improvements, as defined above, to meet future conditions. The need for these projects is based primarily on future roadway deficiency analysis (Level of Service) conducted as part of the 2030 comprehensive planning process.

5. Transportation

2. *Planned Improvements* – Planned improvements have been discussed between agencies and/or identified in previous transportation planning documents. However, a funding source has not been established at this time. The City assumes that these projects will receive funding and be implemented prior to 2030. A summary of each planned improvement is provided in Table 5-5 and is followed by more detailed background discussion for each planned improvement..

Table 5-5: Planned Transportation Improvements

Figure 5-7 ID Number	Roadway/Facility	Location	Primary Improvement	Lead Agency
P-1	I-494/Argenta (CSAH 63)	I-494/Argenta (CSAH 63)	Interchange	Dakota County
P-2	TH 55/80th St./ Yankee Doodle Road (CSAH 28)	TH 55/80th St./ Yankee Doodle Road (CSAH 28)	Interchange	Dakota County
P-3	Argenta (CSAH 63)	Between I-494 and TH 55	4-Lane divided and realignment	Dakota County & City of IGH
P-4	Collector roadway network	Northwest AUAR area	New roadways to support NW development	City of IGH *
P-5	Jefferson - Argenta (CSAH 63) Connector	Between Jefferson Trail (TH 149) and east of Argenta Trail (CSAH 63)	New roadway	Dakota County

* With significant financial commitment from private developers.

I-494/Argenta Trail Interchange

Regional development and local development pressures contributes to the need for a future interchange at I-494 and the Argenta Trail area.

It is acknowledged that a new interchange is a departure from the Transportation Policy Plan (TPP). It is the intent of this plan to lay the foundation for under taking the necessary process to bring our plan and the regional system plan into consistency.

I-494/Argenta Trail (CSAH 63) Interchange - This interchange was included in the City's 2020 Transportation Plan. CSAH 63 may be realigned to the east as depicted on Figure 5-8. As identified in a travel demand study conducted by Dakota County, there is a growing demand for north-south regional connectivity in the central portion of the County. Increasing development to the south in communities such as Rosemount, Farmington, and Northfield will increase through-traffic on TH 3 and TH 149. Given sufficient capacity and connectivity, these roadways could serve as "surrogate principal arterials" in this portion of the County and the metro region as identified in the County's travel demand study.

In addition to the projected increased regional demand, extensive development is anticipated in northwest Inver Grove Heights. The Dakota County travel demand study projected that development within the NW Area will combine to generate approximately 200,000 trips per day when fully developed. The NW Area does not have convenient access to the north-south principal arterials in the study area, I-35E to the west, and TH 52 to the east.

5. Transportation

Table 5-7: Traffic Analysis Zones - Population, Households and Employment Forecasts

TAZ #	2000 POP	2010 POP	2020 POP	2030 POP	2000 HH	2010 HH	2020 HH	2030 HH	2000 EMP	2010 EMP	2020 EMP	2030 EMP
260*	10	5	11	11	0	2	5	5	0	0	0	0
261	1,469	1,673	1,650	1,696	691	691	691	691	1,269	1,397	1,397	1,397
262	518	1,851	1,826	1,878	176	765	765	765	4	48	48	48
263	248	1,062	1,099	1,130	148	439	460	460	723	1,009	1,090	1,172
264	2,579	2,878	2,839	2,919	1,189	1,189	1,189	1,189	1,106	1,421	1,421	1,421
265	140	181	1,881	3,513	50	75	788	1,431	0	323	459	1,524
266	1,475	1,875	3,311	4,486	472	775	1,387	1,827	267	354	440	562
267	1,243	1,160	1,182	1,215	474	479	495	495	232	778	984	1,280
268	1,903	2,005	2,014	2,071	813	828	843	843	1,001	1,140	1,183	1,183
269	1,375	1,219	1,251	1,286	469	504	524	524	125	125	130	135
270	786	758	747	768	313	313	313	313	370	370	370	370
271	1,388	1,415	1,453	1,552	503	585	608	632	301	301	301	301
272	5,183	4,465	4,404	4,528	1,842	1,844	1,844	1,844	248	248	248	248
273	2,468	2,257	2,226	2,289	932	932	932	932	196	196	196	196
274	2,330	2,314	2,449	2,518	868	956	1,026	1,026	261	530	653	660
275	1,055	1,445	1,500	1,542	479	597	628	628	797	797	797	797
276	903	3,245	4,783	5,294	292	1,341	2,003	2,156	212	568	830	1,206
277	134	190	1,393	2,095	35	79	583	853	12	701	1,848	2,552
278	1,664	1,507	2,182	4,025	622	623	914	1,640	235	235	393	433
279	751	663	654	692	245	274	274	282	51	553	721	721
280	1,544	1,246	1,229	1,263	440	515	515	515	94	94	276	459
281	572	462	456	469	191	191	191	191	614	667	780	944
282	23	31	31	32	13	13	13	13	50	119	153	256
Total:	29,761	33,909	40,571	47,275	11,257	14,007	16,992	19,257	8,168	11,973	14,721	17,863

(* TAZ 293 & 294 do not include any parcel located within the City Limits of Inver Grove Heights. Only a small portion of TAZ 260 is located within the city)

Future Roadway Needs

The previous section addressed the assumed 2030 roadway network and projected 2030 roadway deficiencies. The focus of this section is “moving forward” with planned and recommended projects. It is organized according to the three major development areas in the City as described previously (Future Development, Established Development, and Rural Development).

FUTURE DEVELOPMENT AREA

Interchange at I-494/Argenta Trail (CSAH 63) - Planned Improvement

- Identification in transportation plan
- Further coordination with other agencies, coordinate with Mn/DOT to take project lead
- Coordinate funding (developer participation, other agencies' participation)
- Preliminary design/environmental documentation (NEPA)
- Interstate access request
- Final design/construction

Interchange at TH 55/Argenta Trail (CSAH 63) - Planned Improvement

- Identification in transportation plan
- County will Lead - Coordination with other agencies, concurrence with Dakota County on general design parameters
- Coordinate funding (developer participation, other agencies' participation)
- Preliminary design/environmental documentation (NEPA)
- Final design/construction

North West AUAR Area Collector Roadway Network - Planned Improvement

- Preliminary alignment engineering (topography, environmental, connectivity, etc.)
- Alternatives analysis
- Agency coordination (e.g. Eagan for 65th St. extension)
- Developer coordination

Argenta Trail Improvements - Planned Improvement

- Coordination with Dakota County regarding project leadership
- Preliminary developer coordination
- Preliminary alignment engineering (interchange connections, topography, environmental)

Phasing of Roadway Improvements

The North-South Corridor Study identified developing a phasing plan for roadway improvements. Future roadway improvements will need to be developed in coordination with development in the area. See pages 2-33 and 2-34 and the discussion on future growth phasing.

Park Reserve. The exact location of this trail will be determined when a master plan is prepared.

Dakota North/South Regional Trail search area is a proposed regional trail that will connect "Empire Wetlands" Regional Park,, the proposed Dakota South Cannon River Regional Trail, and Lake Byllesby Regional Park. The exact location of this trail will be determined when a master plan is prepared.

Parks System Framework

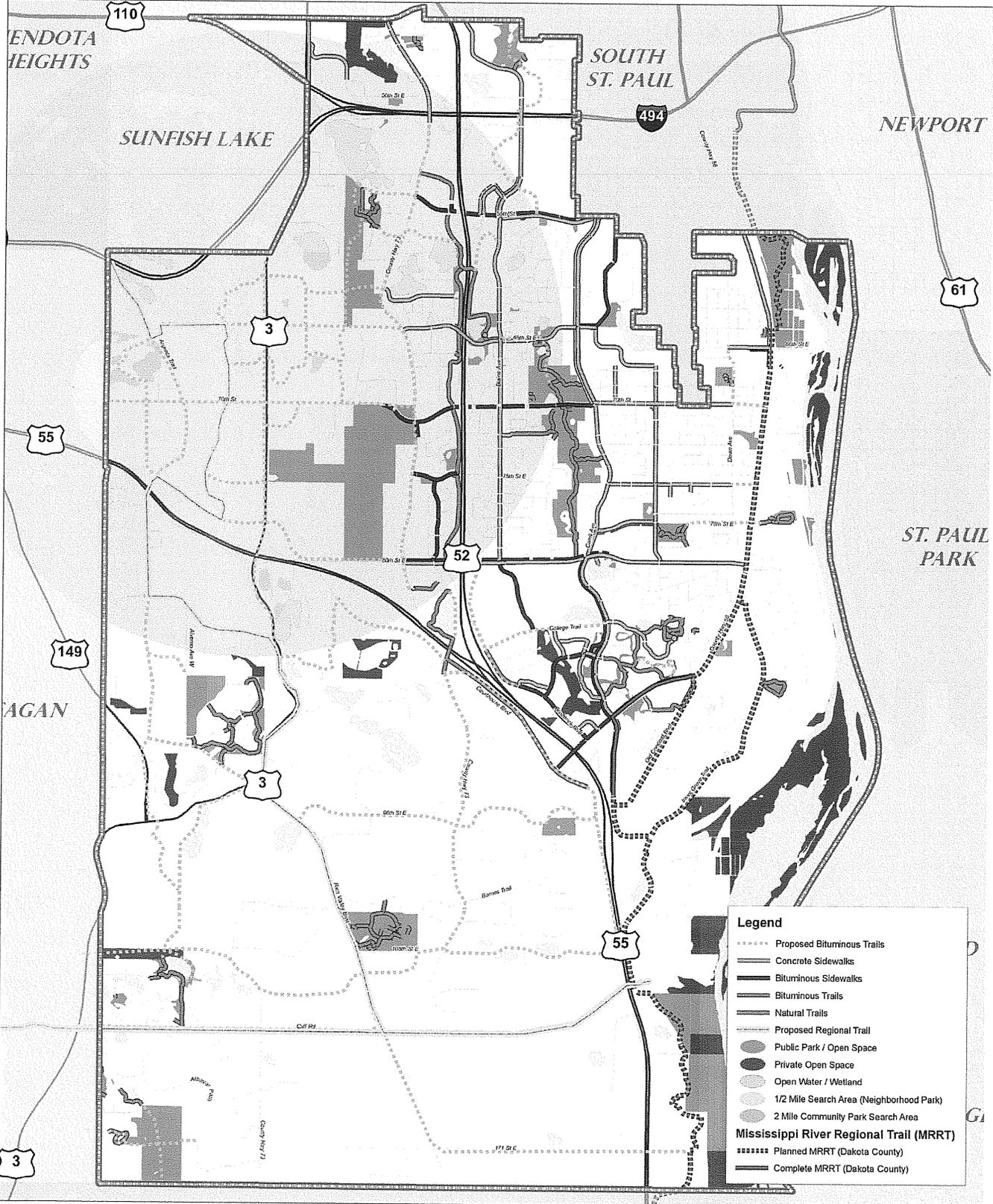
INTRODUCTION

Park, recreation, open space and trail connections are essential components of a healthy community. Decisions about parks, trails and open space affect the entire community, enhance sense of community and affect the quality of life in the City. The following park system framework was prepared to guide park planning and decision making. The framework criteria are based on national park and recreation standards developed by the National Parks and Recreation Association modified based on local conditions. This framework should be used as a guide and should be adjusted over time as local conditions change with community needs and trends.

OVERALL PARK AREA STANDARD

One accepted measurement of a park system is the quantity of parkland per 1,000 persons. The National Recreation and Parks Association developed a minimum standard of ten acres per 1,000 residents. In the Twin Cities, the accepted minimum standard is a range from 10 - 20 or more acres of parkland per 1,000 residents. Parkland acres refers to neighborhood parks, playfields and community parks and typically does not include trail corridors, special use parks, school lands, regional parks or conservation areas. This park area standard should be viewed as a benchmark for comparison purposes.

Figure 6.7: 2030 Parks, Trails & Open Space Plan (The proposed trail alignments are conceptual.)



2030 Parks, Trails & Open Space Plan



INVER GROVE HEIGHTS

the community. Such improvements might include development of a retail hub with restaurants or other destination oriented gathering places around or near Heritage Park and an enhanced water front area that enables public access and improved pedestrian connections to adjacent neighborhoods and the Concord Avenue commercial area. Currently, the area does have access to a private commercial marina.

OPEN SPACE & NATURAL RESOURCES

The City's 2003 Natural Resource Inventory (NRI) of the Northwest Area was conducted to plan for the management, protection and enhancement of natural resources (see Figure 6.6: NWA NRI). The NRI identified and ranked existing natural resources according to ecological and local values. Opportunities for expanding open space areas should be explored to meet the community's desire for natural resource preservation.

TRAIL AND BIKEWAYS

The Inver Grove Heights trail plan is a 20 year plan for a trails and bikeways in the City that will connect residents to parks, open spaces, schools, commercial areas and to regional trails and trails of adjacent communities. The plan suggests improvements to the Mississippi Regional Trail Corridor and the River, that provide access to natural resources and open spaces and trails that provide key connections to destinations in the City, to regional trails and to trail system of adjacent cities and new trails in the Northwest Area. New trails will promote a healthy active community and will accommodate a range of uses including walking, bicycling, in-line skating, etc., and a wide variety of trail user skill levels (see Figure 6.8: 2030 Comprehensive Trail Map).

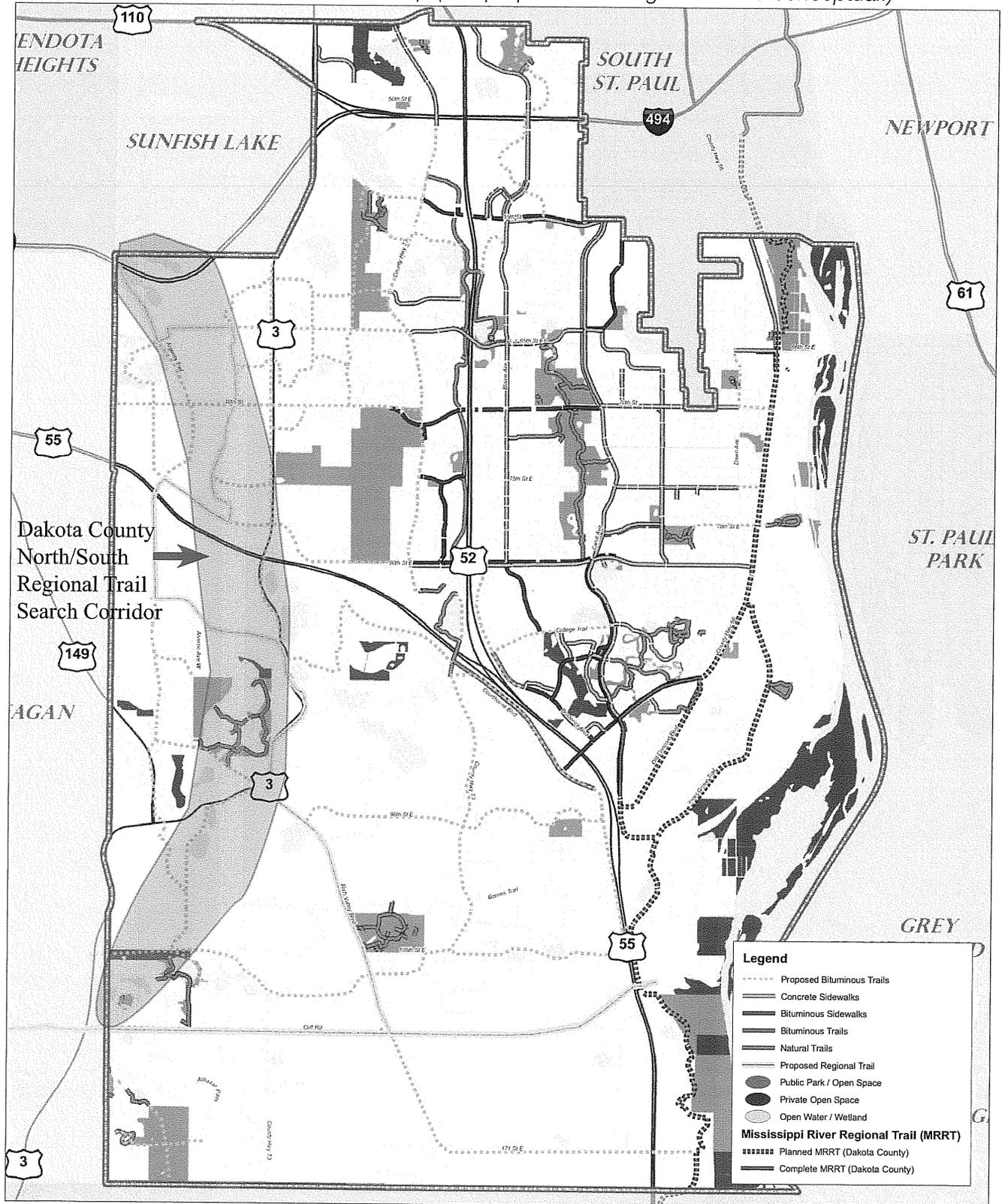
Regional Trails

The Inver Grove Heights trail plan incorporates the three corridors identified by Dakota County, the Mississippi Regional Trail Corridor (MRRT), The South Urban Regional Trail and the North/South Regional Trail. A portion of the MRRT in Inver Grove Heights is scheduled for construction in 2008. There is a preferred alignment for the later phases. The City should continue to work with the County in the final planning and construction phases of the MRRT in Inver Grove Heights.

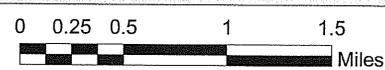
The South Urban Regional Trail has been identified by Dakota County as following Cliff Road from the Lebanon Hills Regional Park to the Mississippi River Regional Trail (MRRT). The Inver Grove Heights trail plan identifies

6. Parks and Recreation

Figure 6.9: 2030 Comprehensive Trail Map (The proposed trail alignments are conceptual.)



2030 Comprehensive Trail Plan



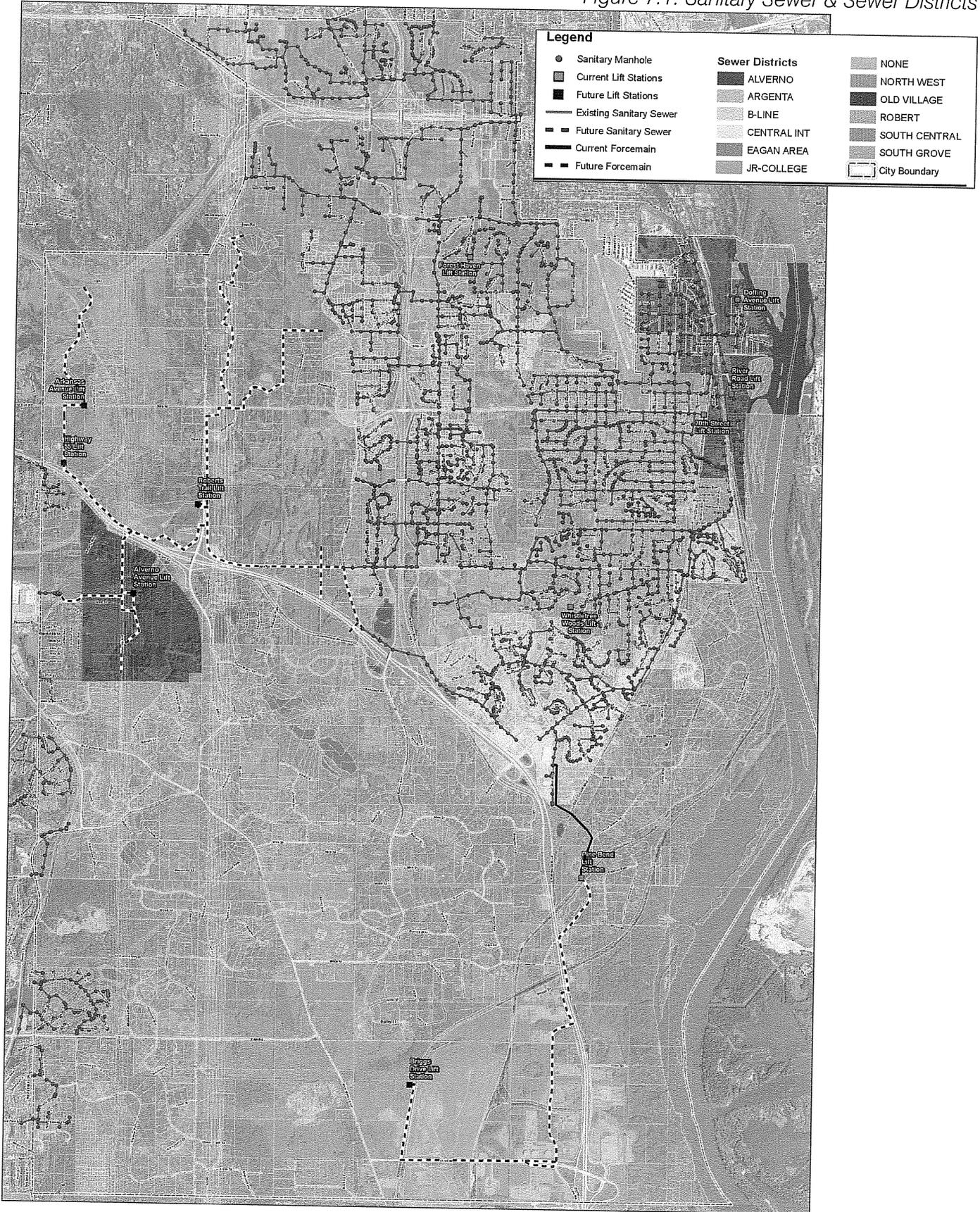
6. Parks and Recreation

agencies and non-profit organizations to fund healthy active living initiatives.

8. The City will implement the 2030 trail system plan.
9. That public safety improvement will be made as needed utilizing Crime Prevention through Environmental Design (CPTED) principles to ensure park and trail user's well being.
10. Demonstrate and encourage healthy choices by offering nutritious foods in park vending and at events.
11. Promote the benefits of Active Living through Parks and Recreation Department communications.

7. Sanitary Sewer

Figure 7.1: Sanitary Sewer & Sewer Districts



State Statute 473.865

According to Minnesota Statutes 473.865, Subd. 3, communities have nine months from the adoption of their comprehensive plan by the City Council to bring their local controls into alignment with the comprehensive plan.

It is also important to note that the judicial system has cited inconsistencies between the Comprehensive Plan and Zoning Ordinance when ruling against the community in a zoning dispute. Thus, one of the first implementation initiatives should be a thorough review of the Development Code to identify where changes are needed to bring it into alignment with the Comprehensive Plan.

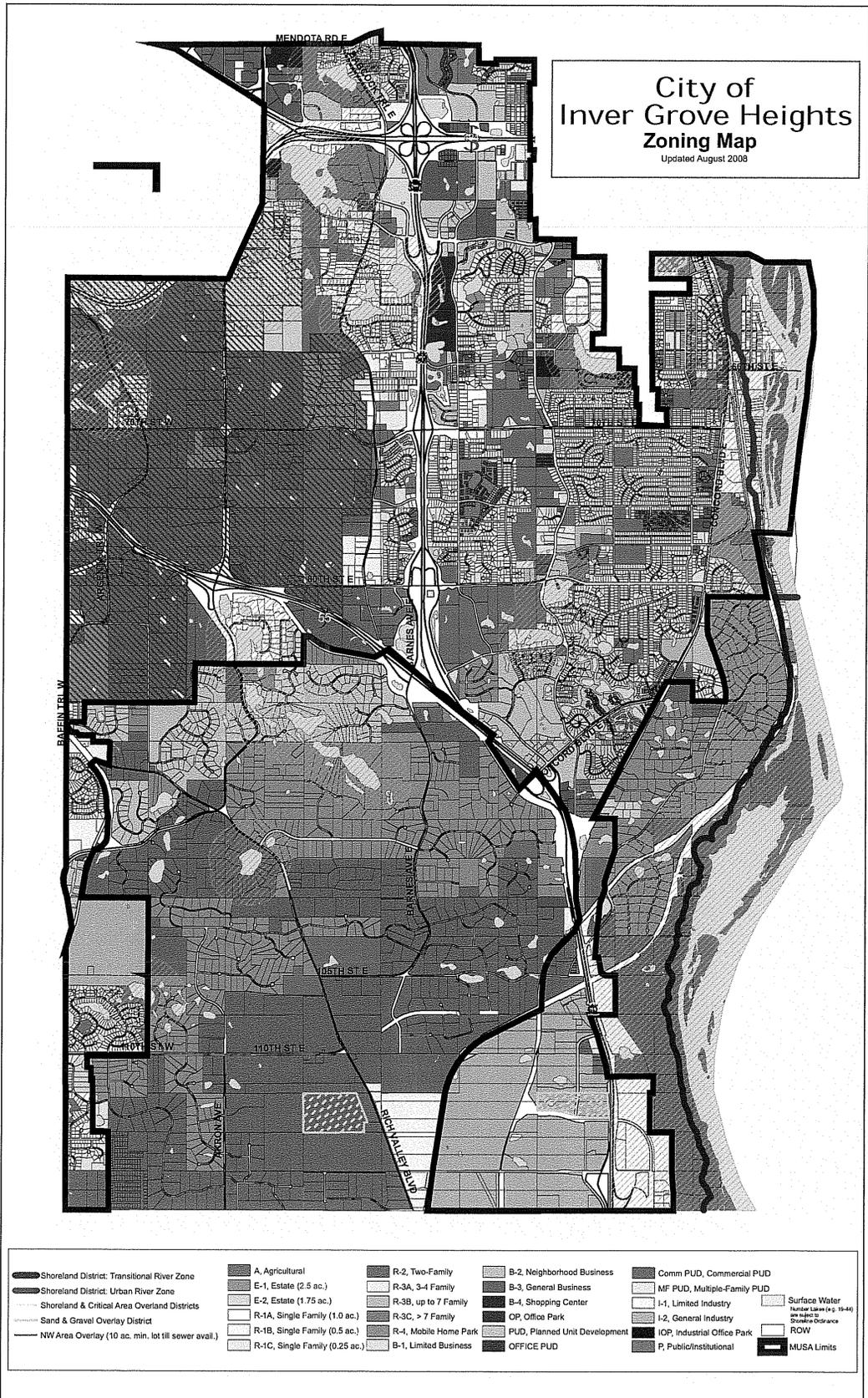
Official Controls

Inver Grove Heights City Code, which contains its Zoning and Subdivision Regulations, is the official regulatory tool to implement the Comprehensive Plan. The Comprehensive Plan provides the “nexus” to the specific laws in the City’s ordinances and allows implementation of ideas that help the City reach the goals that are outlined throughout the plan. The City’s existing zoning map (2008) and list of zoning districts are provided in Figure 11.2 and Table 11.1. According to Minnesota Statutes 473.865, Subd. 3, communities have nine months from the adoption of their comprehensive plan by the City Council to bring their local controls into alignment with the comprehensive plan. This process will require a public process before any changes are made. Minor changes to the zoning code and zoning map districts will be required following adoption of the comprehensive plan. These areas are addressed below:

- Development of a new zoning district to establish the Industrial Open Space area--This zoning district will be required to protect land within the designation and to enable existing development to continue operating.
- Park dedication--the subdivision ordinance contains provisions for park dedication. The park chapter provides a long term plan for future park and trail improvements that (in conjunction with the Park and Trail Master Plan) form the nexus for establishment of park dedication. Park dedication should be reviewed on a regular basis.
- Inclusionary housing--inclusionary housing was presented in the housing chapter. The city should evaluate the possibility of incorporating policies into the zoning code that remove barriers to the development of affordable and workforce housing.
- Access management--functionality of major road corridors can be greatly enhanced by the ability to regulate access onto roadways. Development of an access management ordinance strengthens the City’s ability to implement and enforce access management strategies.
- Zoning map amendments--a limited number of areas with the community will be affected by the changes in land use guidance. These areas will need to be rezoned accordingly through the rezoning process which requires a public hearing.

The entire comprehensive plan will be evaluated to ensure the official controls are aligned with one another. If changes to the official controls are needed, the City will proceed with the appropriate process required by state law.

Figure 11.2: 2008 Existing Zoning Map



11. Implementation

Transportation

Parks

	Implementation Initiative	Description	Responsible Party	Priority	Cost
12	<p>Request a functional classification change for:</p> <ul style="list-style-type: none"> • 117th Street from Rich Valley Boulevard to TH 52. • Rich Valley Boulevard (CSAH 71) between TH 3 and 105th Street (CSAH 73 • Argenta Trail (CSAH 63) between I-494 and TH 55 • 65th Street between Cahill Avenue and Babcock Trail (CSAH 73). 	<p><i>The Transportation Chapter has identified this segment of road to be reclassified. The City will need to work with the Metropolitan Council in order to request a functional classification change.</i></p>	City, County & Region	Short Term	\$
13	<p>Work to acquire lands for future parks and the expansion of existing parks</p>	<p><i>The comprehensive plan has identified search areas for future parks and areas that may be candidates for expansion. The City should explore with affected property owners the alternatives for expanding the park system including acquisition and relocation.</i></p>	Park Board and City Council	Mid Term to Long Term	\$\$ to \$\$\$
14	<p>Develop Community Indicators List</p>	<p><i>Community indicators, as described earlier in the implementation chapter, can be quite exhaustive. Development of the indicators should follow an inclusive process and should seek to prioritize what measurements are most important to Inver Grove Heights while understanding the relative availability of the data and the level of effort needed to collect the data.</i></p>	City Council	Short to Mid Term	\$ to \$\$
15	<p>Review and update the City's 2030 Trail Plan</p>	<p><i>The parks and recreation chapter has identified a network of existing and future trail connections. A detailed trails plan is needed to better understand the proposed corridors and the issues facing property owners and the community. This effort would include evaluating alternative alignments and other methods to meet the parks and recreation goals.</i></p>	City	Short to Mid Term	\$ - \$\$

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY

RESOLUTION PRELIMINARILY APPROVING THE INVER GROVE HEIGHTS'
COMPREHENSIVE PLAN

RESOLUTION NO. 08-254

WHEREAS, Minnesota Statutes requires the City of Inver Grove Heights to adopt a Comprehensive Plan; and

WHEREAS, Minnesota Statutes requires the City of Inver Grove Heights to update its Comprehensive Plan every ten years with the current update due by December, 2008; and

WHEREAS, the City Council directed staff to distribute the Draft Comprehensive Plan to affected jurisdictions on September 8, 2008, and

WHEREAS, the Planning Commission conducted a series of meetings and workshops over the last year to update the Comprehensive Plan; and

WHEREAS, public input has been received through a series of open houses '*Insights*' newsletters, neighborhood meetings, an interactive website, and various meetings, discussions, e-mails and correspondence; and

WHEREAS, the Planning Commission held a public hearing to consider the Comprehensive Plan Update on October 14, 2008; and

WHEREAS, the Planning Commission recommended approval of the Comprehensive Plan subject to three changes relating to greenways, the Rich Valley Park expansion, and the land use designation of properties lying along Highways 52/55;

WHEREAS, the City Council considered the preliminary approval of the Inver Grove Heights' Comprehensive Plan on November 10 and November 24, 2008;

NOW, THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, hereby grants preliminary approval to the Comprehensive Plan with the following changes:

1. Modify Figure 2.2 Land Use Plan by changing the land use designation of the properties lying south of 105th Street and east of Rich Valley Boulevard from "Public Park/Open Space" to "Rural Density Residential" and modify Figure 6.7 2030 Parks, Trails and Open Space Plan by removing the "Public Park/Open Space" designation from the same properties.

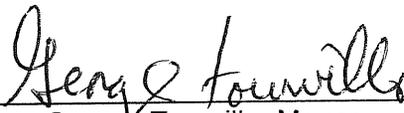
Resolution No. 08-254

2. Modify Figure 2.2 Land Use Plan by changing the land use designation of those properties lying along the west side of Highway 55 between the two railroads and currently owned by Van Schooten, Brown, Malcomb, and Michie from "Light Industrial" to "Rural Density Residential".
3. Modify Housing Policy No. 2 to read "Work with the Dakota County Community Development Agency towards integrating affordable housing into larger development projects rather than isolated into single development projects."
4. Eliminate Figure 3.1 Potential Greenway Corridors and delete all references to greenways in the Environmental Protection and Parks and Recreation chapters.
5. Change the title of Figure 6.10 to 2030 Comprehensive Conceptual Trail Map.
6. Modify Table 11.4 Implementation Action Steps by adding No. 17 "Review and update the City's 2030 Trail Plan."

Adopted by the City Council of the City of Inver Grove Heights on November 24, 2008.

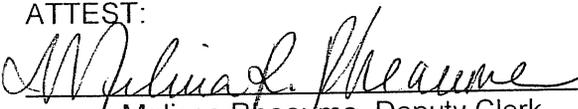
AYES:

NAYS:



George Tourville, Mayor

ATTEST:



Melissa Rheaume, Deputy Clerk

October 17, 2008

Mr. Thomas J. Link
Director of Community Development
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077-3412

RE: City of Inver Grove Heights Comprehensive Plan

Dear Mr. Link:

The City of Cottage Grove has reviewed the Inver Grove Heights draft comprehensive plan that was submitted as required.

Our only comment on the plan is related to the potential future Mississippi River crossing that is briefly covered in the Dakota County draft comprehensive plan, but not in your document. The recent construction and reconstruction of the existing bridges that span between Washington and Dakota Counties highlight the importance of these links within the regional transportation system. The possibility of a third regional river crossing occurring sometime in the future should be addressed in the plans of communities along the river. The City of Cottage Grove would welcome the opportunity to participate jointly in any future planning discussions that would occur on this topic.

Good luck on the rest of your comprehensive planning process.

Regards,



John M. Burbank, AICP
Senior Planner



CITY OF NEWPORT

596 7th Avenue
Newport, Minnesota 55055
(651) 459-5677
Fax: (651) 459-9883

December 22, 2008

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

Re: *Inver Grove Heights DRAFT Comprehensive Plan 2008*

Dear Mr. Link:

The City of Newport would like to thank you for the opportunity to review the *Inver Grove Heights DRAFT Comprehensive Plan 2008*. At this time the City of Newport has reviewed the document and has no issues, concerns or comments on the plan.

As a reminder, the City of Newport has recently finalized the DRAFT copy of our own *2008 Comprehensive Plan Update*, which will be distributed in an electronic format to surrounding communities in the near future. We would appreciate any timely feedback as well.

As a neighboring community, we look forward to working with you in the future and together on planning for the region's future.

Sincerely,

Bart J. Fischer
Assistant Administrator/
E.D. Director

Cc: Sherri Buss, TKDA (Newport Planning Consultant)





NORTHWEST ASSOCIATED CONSULTANTS, INC.

4800 Olson Memorial Highway, Suite 202, Golden Valley, MN 55422
Telephone: 763.231.2555 Facsimile: 763.231.2561 planners@nacplanning.com

January 5, 2009

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

Re: Inver Grove Heights Comprehensive Plan Update
NAC File: 211.02

Dear Mr. Link:

This office serves as the City Planner for the City of Sunfish Lake. The City has received your request to comment on Inver Grove Heights' 2008 Comprehensive Plan and offers the following response.

The City of Sunfish Lake recognizes that Inver Grove Heights and Eagan are in favor of constructing an interchange with I-494 and Delaware Avenue/CSAH 63. Sunfish Lake has been opposed to an interchange at or near this location since the idea was raised a number of years ago. The City would like to take this opportunity to again point out that an interchange at this location would have serious negative impacts on Sunfish Lake residents. The City of Sunfish Lake requests that these negative impacts to Sunfish Lake residents be taken into consideration during future discussion and study of the proposed interchange.

Thank you for the opportunity to review the Inver Grove Heights 2008 Comprehensive Plan.

Regards,

Laurie Smith
Planner

c. Mayor Park
Cathy Iago
Tim Kuntz

October 14, 2008

Mayor George Tourville
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077-3410

Dear Mayor Tourville:

The City of Mendota Heights is aware of the City of Inver Grove Height's continued desire to construct an interchange with I-494 at or near Delaware Avenue (CSAH 63). We are sending this letter to make you aware of the proposal and that the City of Mendota Heights objections to it. Mendota Heights opposes the construction of this interchange for the following reasons:

- The interchange with Dodd Road (TH 149) is very close to the Delaware alignment – the off-ramp to Dodd Road from west-bound I-494 is less than 4,000 feet from the Delaware/Argenta bridge
- A frontage road (ONeill Road) already provides access along the south side of I-494 from Dodd Road
- The interchange supports development in IGH only
- The interchange is not needed for any existing traffic issues in MH
- The interchange would increase traffic on Delaware at the MH/SFL boundary
- Delaware runs through a fully-developed residential area, with several homes relatively close to the roadway
- Delaware is already a street with issues:
 - Narrow roadway that should not take significant increases in traffic
 - Intersection with 110 which has a history of crashes
- Increased traffic on Delaware would eventually lead to pressure to expand the roadway, another negative impact for existing neighborhoods in this area
- Interchange at Delaware would encourage north-south traffic to cut through MH along Delaware, rather than using established routes, such as I-35E, Dodd Road, or Pilot Knob (or Lexington?)
- MH is aware that Sunfish Lake is also opposed to an interchange at this location, for similar reasons

Thank you for your consideration on this very critical issue with the City of Mendota Heights.

Sincerely,

John J. Huber
Mayor



City of South St. Paul

125 Third Avenue North
South St. Paul, MN 55075
www.southstpaul.org

Office of the City Planner

April 8, 2009

Mr. Tom Link
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077-3412

RE: Inver Grove Heights Comprehensive Plan Update

Mr. Link,

The City of South St. Paul hereby acknowledges receipt of the City of Inver Grove Heights Comprehensive Plan Update draft. Please let this letter certify that we have the following comments:

- South St. Paul's Comprehensive Plan does not include a road connection between 21st Avenue South and Blaine Avenue over the term of the plan (through 2030).
- South St. Paul will also be reviewing the South Concord area and while we don't know the exact breakdown of planned land uses, we anticipate that the South St. Paul portion will also be mixed-use. Depending on the timing for the respective cities, there may be an opportunity to work together to plan this corridor for consistent and/or complementary uses.

If you should have any questions please do not hesitate to contact me at (651) 554-3217.

Sincerely,


Peter Hellegers
City Planner



April 3, 2009

Mr. Thomas J. Link
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077-3412

Physical Development Division

Dakota County
Western Service Center
14955 Galaxie Avenue
Apple Valley, MN 55124-8579
952.891.7000
Fax 952.891.7031
www.dakotacounty.us

Environmental Mgmt. Department
Farmland & Natural Areas Program
Office of GIS
Parks Department
Office of Planning
Surveyor's Office
Transit Office
Transportation Department
Water Resources Office

Dear Mr. Link:

Thank you for the opportunity to review the City of Inver Grove Heights's Comprehensive Plan.

Dakota County staff reviewed the City's plan through the lens of five guiding principles that shaped the Dakota County Comprehensive Plan:

- Sustainability;** Living in ways that do not place undue burdens on the environmental, economic or social systems of future generations;
- Connectedness;** Completeness of systems and recognition of the complexity of relationships among systems;
- Collaboration;** Working together with private and public entities to advance shared goals;
- Economic Vitality;** Having a well-trained, well-educated workforce and the infrastructure needed to compete in a global economy;
- Growing and Nurturing People;** Delivering services in such a manner that all residents are enabled to live healthy, fulfilling lives.

We are pleased to see the City shares the spirit of these guiding principles throughout its comprehensive plan. Enclosed are our comments on the plan. Please contact Kurt Chatfield (kurt.chatfield@co.dakota.mn.us, 952.891.7022) if you have any questions or if we can supply any more information. We look forward to working with the City to achieve our shared objectives.

Sincerely,

Lynn Thompson, Director
Physical Development Division

Enclosure

cc: Commissioner Kathleen A. Gaylord
Commissioner Nancy Schouweiler
Brandt Richardson, County Administrator
Patrick Boylan, Metropolitan Council Sector Representative

Dakota County Staff Comments on Inver Grove Heights' Comprehensive Plan April 3, 2009

Parks and open space

The Inver Grove Heights Parks Plan is well-drafted and provides a solid foundation for the growth and maturation of the City's park, open space and recreation system.

Inver Grove Heights residents have identified several recreation needs similar to those identified for the County system, particularly looped trails and greater connectivity. County staff look forward to opportunities for collaboration with Inver Grove Heights on regional trails and greenways that will:

- Provide opportunities for safe nonmotorized transportation to allow physical activity
- Address future growth
- Provide an excellent user experience
- Improve access to natural resource areas and community areas

County staff look forward to continued opportunities to collaborate with the City on protection of natural areas and the development of the Mississippi River Regional Trail.

The Parks Plan's sustainability recommendations are consistent with the County's goals for incorporating sustainability considerations into all aspects of park operations.

With respect to regional greenway routes, the City's plan shows a different route from the County's to link the North Urban Regional Trail to Lebanon Hills Regional Park. The City's plan connects along TH 3 to the proposed South Urban Regional Trail (Lebanon Hills to the Mississippi River Regional Trail), while the County's proposed alignment exits the City near TH 149 and connects to the South Urban Regional Trail farther west in Eagan. The County's vision is that, when possible, greenways should not follow roads. The County's alignment of South Urban Regional Trail is the eastern extension of Eagan's Highline Trail and would not follow Cliff Road (this would not preclude a future transportation trail along Cliff Road). County staff look forward to discussion with the City of the benefits and challenges of all route options during master planning for these two regional trails. Close collaboration will be important to take advantage of possible opportunities to optimize these routes.

County staff are pleased to see that the City's plan includes references to active living, which will help create opportunities for residents to build physical activity into their daily lives.

The City's Parks Plan refers to a future regional park in the vicinity of Chub Lake; Dakota County does not plan to pursue a new regional park in the vicinity of Chub Lake. After discussion with

Metropolitan Council staff, the proposed Chub Lake Regional Greenway has been found adequate to address regional system needs for the near term. Please revise the City's plan to reflect this.

Transportation

Throughout the document, the City's Comprehensive Plan should acknowledge that not every improvement it identifies on County highways is identified in the County's Transportation Plan. In most of these cases, the County has identified these areas for study.

The County is updating its transportation demand model in preparation for an update to its Transportation Plan in 2009. County staff look forward to working with the City as the planning process gets underway.

Although the City's Transportation Plan acknowledges the need to develop multimodal transportation options, the plan does not address pedestrian and bicyclist issues. The Parks Plan covers trails and related facilities but primarily in a recreation context. Residents could benefit from a more in-depth analysis and planning of pedestrian and bicycling activity in future planning efforts or other venues.

Although County staff have no specific comment on the connectivity of Inver Grove Heights's streets, local street networks are becoming increasingly important to reduce energy usage and develop more sustainable communities. Developing a good system of local streets is a major factor in accomplishing these goals. Interconnected local streets perform the following public functions:

- Reduce trips through signalized intersections, thereby reducing delay for all travelers
- Reduce exposure to crashes in general
- Reduce need to access higher speed and higher volume roadways, thereby reducing the likelihood of injury crashes
- Reduce trip lengths, travel times and fuel usage
- Reduce emergency response times by police, fire and ambulance
- Create a more flexible roadway system that can provide options to travelers as issues arise (roadway construction, congestion, emergency closures, etc)
- Increase options for pedestrian and bicycle trips

Specific comments

Page 5-3 — The Dakota County 2025 Transportation Plan identifies future County highway designation for CSAH 28 between CSAH 63 and TH 3, and for CSAH 32 between CSAH 71 and TH 52 on the 117th Street alignment. Please consider revising plan maps to reflect the County plan.

Pages 5-16, 5-17 and 5-18 — Argenta Trail (CSAH 63) I-494 interchange and improvements
Please note that Dakota County's current Transportation Plan does not identify a future I-494 interchange at Argenta Trail. The County has identified past and current studies investigating the transportation needs of northwest Inver Grove Heights and northeast Eagan, which include CSAH 63 future needs.

Page 5-22 — Figure 5-11

The map depicts a projected traffic volume of 30,000 on CSAH 63 north of CSAH 26 — this is outside the range of 11,000 to 23,000 identified in North-South Corridor Study scenarios. Please check the figure for accuracy.

Page 5-26 — Future Roadway Needs

Please acknowledge that the North-South Corridor Study identified developing a phasing or staging plan for roadway improvements and land development. Development phasing should take into account the location and intensity relative to the transportation infrastructure — more intense development may need to be delayed until sufficient capacity is available.

Page 5-32 — Future Roadway Functional Classification

The map identifies CSAH 63 from TH 55 to I-494 and CSAH 71 from CSAH 73 to TH 3 as future A-minor arterial roadways. This is inconsistent with the existing County Transportation Plan and current Metropolitan Council Functional Classification System that identify these segments as collector roadways. County staff will work with City staff to resolve this inconsistency.

Page 5-33 — 2030 Jurisdictional Classification Issues

Dakota County's existing Jurisdictional Transfer Plan within its Transportation Plan identifies portions of CSAH 63 and CSAH 71 as potential candidates for transfer from County jurisdiction to City jurisdiction. This will be reevaluated as the County updates its Transportation Plan in 2009.

Housing

The City should consider establishing goals relating to the proportion of rental housing in 2020 and 2030.

Data regarding the rental market should be updated with the Community Development Agency's 2008 rental survey available at www.dakotacda.org/reports.htm#DCRMS.

Economic development

The City's employment projections are significantly higher than those of the Metropolitan Council. County staff will coordinate with the City and Metropolitan Council to arrive at projections suitable for County travel demand modeling underway.

Historic preservation

Comments from Dakota County Historical Society staff

Although the City's plan identifies several known historic sites and encourages their preservation, it does not identify how the City will help to preserve these sites. Historical Society staff suggest the City consider the following steps to preserve the City's history, both at identified sites and elsewhere:

- Make more specific commitments to provide City resources to preserve and/or restore historic sites and structures.
- Establish a temporary Historic Preservation Commission for the purpose of conducting a historic structures survey. This survey could then be used to determine if a standing HPC is appropriate and what, if any, further action should be taken regarding historic preservation.

- Designate a staff member to be primary contact for property owners and developers with questions regarding historic preservation.
- Maintain an accessible information source for property owners and developers, including contact information for national, state and local historic preservation agencies.



Public Works Department

Donald J. Theisen, P.E.
Director/County Engineer

Wayne H. Sandberg, P.E.
Deputy Director/Assistant County Engineer

December 12, 2008

Thomas Link
Director of Community Development
City of Inver Grove Heights
8150 Barbara Ave.
Inver Grove Heights, MN 55077-3412

COMPREHENSIVE PLAN COMMENTS

Dear Mr. Link:

Washington County has reviewed the Comprehensive Plan documents you sent and we have no comments other than to mention to you that we have included in our draft Comprehensive Plan, and in our 2030 Transportation Model, a link modeling traffic volumes for a new Mississippi River Crossing between Cottage Grove and Inver Grove Heights.

The excerpt from our draft plan is as follows:

System Continuity

Discontinuous alignments on the County and State Highway systems have created opportunities for more logical connections to be made in the future. The following areas have been identified as opportunities for improvements in travel continuity through realignment of roads. The status of each project is noted:

- New Mississippi River Crossing to Dakota CSAH 42 or 32 (Cliff Road). Long-range project.

(Other projects from this list, not affecting Inver Grove Heights, have been deleted.)

The Washington County Comprehensive Plan's Transportation Chapter is still being finished, and language on the river crossing may change before the review draft is sent to you for comments. Dakota County has also identified this crossing in its Comprehensive Plan.

Washington County modeled this link to ascertain whether traffic volumes would be high enough to ever merit considering developing a project. The modeled volume is 21,000 vehicles per day, though modeling of a much more specific route would be needed as part of any contemplated project. At this time, the modeling that was done could be considered an academic exercise only.

Washington County appreciated the opportunity to review the City's plan. We expect our plan to be ready for agency review in early 2009. Please direct any questions on our comment or our plan to Ann Pung-Terwedo at 651-430-4362.

Sincerely,

A handwritten signature in black ink that reads "Joe Lux".

Joseph Lux
Senior Transportation Planner



Minnesota Department of Transportation

Metropolitan District

Waters Edge
1500 West County Road B-2
Roseville, MN 55113-3174

December 11, 2008

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

Subject: **City of Inver Grove Heights 2030 Comprehensive Plan
Mn/DOT Review #CPA08-040**
City Wide
Inver Grove Heights/Dakota County
Control Section 1907

Dear Mr. Link:

Thank you for the opportunity to review the draft City of Inver Grove Height's 2030 Comprehensive Plan.

Traffic:

Regarding the proposed construction of interchanges at the overpass of I-494/Argenta Trail and the intersection of TH 55/CSAH 28: Mn/DOT has agreed to enter into a study, led by Dakota County, to develop a shared roadway system vision for the northwest area of Inver Grove Heights and the northeast area of Eagan. Table 5-5 on page 5-16 (*also mentioned on page 5-26*) has Mn/DOT listed as the lead agency for a proposed interchange at I-494/Argenta - the aforementioned study will include the feasibility of this proposed interchange, thus Dakota County should be listed as the lead agency. One of the desired outcomes of the study is to determine where future improvements could be made, but no Mn/DOT funding has been identified for trunk highway improvements in this area. The language in the yellow box on page 5-16 is important, "It is acknowledged that a new interchange is a departure from the Transportation Policy Plan (TPP)".

Regarding TH 3 through Inver Grove Heights: Figure 5.14 on page 5-25 shows a recommended widening (*by 2030*) of TH 3, to 4 lanes through most of Inver Grove Heights, and 6 lanes on the north and south ends. It is acknowledged in the plan that these are improvements over and above programmed and planned improvements up through 2030. This is consistent with Mn/DOT's 2030 Transportation System Plan (TSP) and the Metro Council's TPP. The Roadway System Study mentioned above will help determine appropriate functional classifications for the roads in the northwest area of Inver Grove Heights. This should be taken into account in expected access management along TH 3. Depending on staff and available funds, Mn/DOT agrees that an access management study should be done for TH 3. Regarding the Recommended Improvements for the trunk highways identified on pages 5-28 and 5-29 - the plan correctly identifies Mn/DOT's funding, plan status, etc... for the identified needs.

For questions concerning these comments, please contact Ken Johnson, Mn/DOT Traffic Section, at (651) 234-7718.



February 03, 2009

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

RE: Inver Grove Heights 2008 Comprehensive Plan

Dear Mr. Link:

The Gun Club Lake Watershed Management Organization (GCLWMO) has completed a review of the Inver Grove Heights 2008 Comprehensive Plan and finds it consistent with the GCLWMO Watershed Plan. The Comprehensive Plan contains several components of the Water Resources Management Plan that were reviewed and approved by the GCLWMO.

Thank you for the opportunity to review and comment on this document.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry Engelke".

Jerry Engelke
Chair, GCLWMO

Cc: Eric Macbeth, City of Eagan, 3501 Coachman Point, Eagan, MN 55112
Mikael Isensee, Dakota County SWCD, 4100 220th Street W, Ste 102,
Farmington, MN 55024

A Joint Powers Organization of the Cities of Eagan, Inver Grove Heights, and Mendota Heights

www.dakotacountyswcd.org/watersheds/gunclubwmo

3501 Coachman Point, Eagan, MN 55122-1211
Phone: (651) 675-5300

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

SMITH; Consider adopting the following resolution for the property located at 10857 Andes Circle, Inver Grove Heights, MN.

Meeting Date: May 11, 2009
 Item Type: Regular Agenda
 Contact: Jenn Emmerich; 651.450.2553
 Prepared by: Jenn Emmerich, Asst. City Planner
 Reviewed by: Engineering

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

- a) Consider denying a variance to exceed the allowed maximum impervious coverage to construct a porch addition.
- Requires 3/5th's vote.
 - 60-day deadline: June 9, 2009 (first 60 days)

SUMMARY

The applicant is requesting a variance to construct a porch addition onto their existing home, which is located within a PUD that is single-family residential in nature. Currently the lot features the applicant's home and an attached garage. The applicant would like construct a 196 square foot porch addition onto the back of the home. The lot is 14,434 square feet and City Code allows for a maximum of 20% (2,886 square feet) of impervious coverage. The house, garage, driveway and patios and sidewalks, cumulatively account of 3,204 square feet of impervious coverage. With the porch addition, that would bring the impervious coverage total to 3,400 square feet or 23.5% of the lot. Therefore, constructing the addition requires that the applicant obtain a variance to exceed the City Code standard.

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. They have recommended conditions if the request is approved.

Planning Staff Recommends denial of the variance request.

Planning Commission Voted to send the application onto City Council without a recommendation (5-3).

Attachments Variance Denial Resolution
 Planning Commission Recommendation
 Planning Report

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

RESOLUTION NO. _____

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

**CASE NO. 09-09V
(Smith)**

Property located at 10857 Andes Circle and legally described as follows:

Lot 33, Block 2 of Southern Lakes 4th Addition, of Dakota County, Minnesota

WHEREAS, an application has been received for a Variance from the allowed maximum impervious coverage standard to construct a 196 square foot porch addition;

WHEREAS, the afore described property is zoned PUD, Planned Unit Development;

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 May 5, 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 196 square foot porch 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 11th day of May 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: OLI SMITH – CASE NO. 09-09V

Reading of Notice

Commissioner Hark read the public hearing notice to consider the request for a variance to construct a porch addition that would exceed the allowed maximum impervious coverage standard for the property located at 10857 Andes Circle. 4 notices were mailed.

Presentation of Request

Ms. Emmerich presented the request as detailed in the report. She advised that the applicant is requesting a variance to construct a porch addition onto their existing home which is located in a Planned Unit Development zoning district that is single-family residential in nature. The applicant would like to construct a 196 square foot porch addition onto the rear of the home. Ms. Emmerich advised that the applicant's existing impervious coverage plus the requested porch addition would bring the impervious coverage total to 23.5% whereas City Code allows for a maximum of 20%. Staff recommends denial of the request as it does not meet the variance criterion and could set a precedent.

Chair Bartholomew asked if the proposed addition would have complied with the previous impervious coverage requirements, to which Ms. Emmerich replied in the affirmative.

Opening of Public Hearing

The applicant, Oli Smith, 10857 Andes Circle, noted that the City was considering raising the allowed impervious coverage percentage and that this addition would likely comply with those raised standards.

Chair Bartholomew asked if the applicant was in agreement with the conditions listed in the report, to which Mr. Smith replied in the affirmative.

Chair Bartholomew asked the applicant to state the hardship, to which Mr. Smith replied he could not.

Commissioner Koch asked if the applicant was proposing to construct the addition on a portion of the existing deck.

Mr. Smith replied that the addition would be constructed on half of his existing deck which had an area underneath that would remain open.

Planning Commission Discussion

Commissioner Hark asked how close the City was to completing their engineering analysis in regards to impervious coverage in the R districts.

Mr. Link advised that engineering staff would be doing city-wide stormwater analysis of various

subdivisions and would then turn that information over to a consultant for further analysis. He advised they were approximately 2-3 months away from completion of that study.

Chair Bartholomew asked who made the determination that the proposed additional impervious coverage would not have a negative impact on adjoining properties, as stated in the report.

Ms. Emmerich replied that determination was made by the Engineering Department, and she added they have also recommended conditions which would mitigate stormwater generated from the additional impervious surface.

Commissioner Wippermann stated this was another in a series of similar requests for variances for exceeding impervious surface, and that part of the hardship in the past has been the recent change in the ordinance. He asked if the subject area was developed based on the previous ordinance which allowed 30% or 4,000 square feet of impervious coverage, to which Ms. Emmerich replied in the affirmative.

Commissioner Wippermann stated there should be no issues with the handling of stormwater since the system was built under the previous ordinance and therefore would be designed to handle runoff from 30% or 4,000 square of impervious coverage. Commissioner Wippermann stated he supported the variance and questioned whether the City should be requiring a rain garden or other measures since they did not appear to be necessary.

Ms. Emmerich stated that the proposed engineering study would determine whether or not this subdivision could handle more than 20% impervious coverage.

Commissioner Hark stated he did not support the request due to lack of hardship and the fact that the current ordinance allowed only 20% of impervious coverage whereas 23.5% was being proposed.

Chair Bartholomew stated it would be difficult for the Commission to support the request without a hardship. He added that although this particular lot was large enough to handle the runoff, the area as a whole may not be able to collectively handle the stormwater from 30% impervious surface.

Commissioner Roth stated more clarification was needed as to what was considered pervious and impervious. He noted that although decks were considered pervious, many had no space between the boards.

Commission Koch asked if the floor of the proposed porch would be solid, to which Mr. Smith replied in the affirmative, stating it would have a roof as well.

Commissioner Koch asked if the structure was considered to be impervious because of the solid floor.

Ms. Emmerich stated the addition was considered impervious because of the roof. She advised that decks are considered pervious whereas a structure on a property is considered impervious.

Commissioner Schaeffer stated the goal of the Planning Commission was to determine whether the application was consistent with the current standards.

Planning Commission Recommendation

Motion by Commissioner Schaeffer, second by Commissioner Hark, to deny the request for a variance to exceed allowed maximum impervious surface coverage for a porch addition for property located at 10857 Andes Circle.

Motion failed (3/5 – Gooch, Wippermann, Roth, Koch, Scales).

Motion by Commissioner Gooch, second by Commissioner Koch, to forward the request for a variance to exceed allowed maximum impervious surface coverage for a porch addition, for property located at 10857 Andes Circle, on to City Council without a recommendation.

Motion carried (5/3 – Hark, Schaeffer, Bartholomew). This matter goes to the City Council on May 11, 2009.

EVALUATION OF REQUEST

As indicated earlier, the applicant is requesting a variance to exceed the allowed maximum impervious coverage on an R-1C zoned lot to construct a porch 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 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 single-family home and attached garage. However, the proposed addition is small and the excess impervious coverage is marginal. 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 impervious coverage standard is not precluding the property owner from reasonable use of the property. The site already features a principal dwelling with an 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.

AGENCY REVIEW

Engineering Department: The Engineering Department has reviewed the request. They support the request with the conditions listed below.

Fire Marshall: Has reviewed the application and has no comment on the request.

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 April 10, 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%. 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 \$196 (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.

Hardship: A hardship must be stated if approval of the variances is recommended.

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

1. Denying the variance does not preclude the applicant from reasonable use of the property as the lot already features a single-family home and attached garage.
2. The request lacks any hardship unique to the property.
3. Approval of the variance could set a future precedent for lots to exceed the allowed impervious coverage in the R-1C, Single Family Residential Zoning District.
4. The addition would be a convenience to the applicant not a necessity, as the lot already features a single-family home and an attached garage.

RECOMMENDATION

Staff believes there are not unique circumstances on the property and that the hardship criterion has not been met. Therefore, staff recommends denial of the variance request as presented.

Attachments: Exhibit A – Location/Zoning Map
Exhibit B – Applicant Narrative
Exhibit C – Site Plan



Oli Smith Variance Request Case No. 09-09V

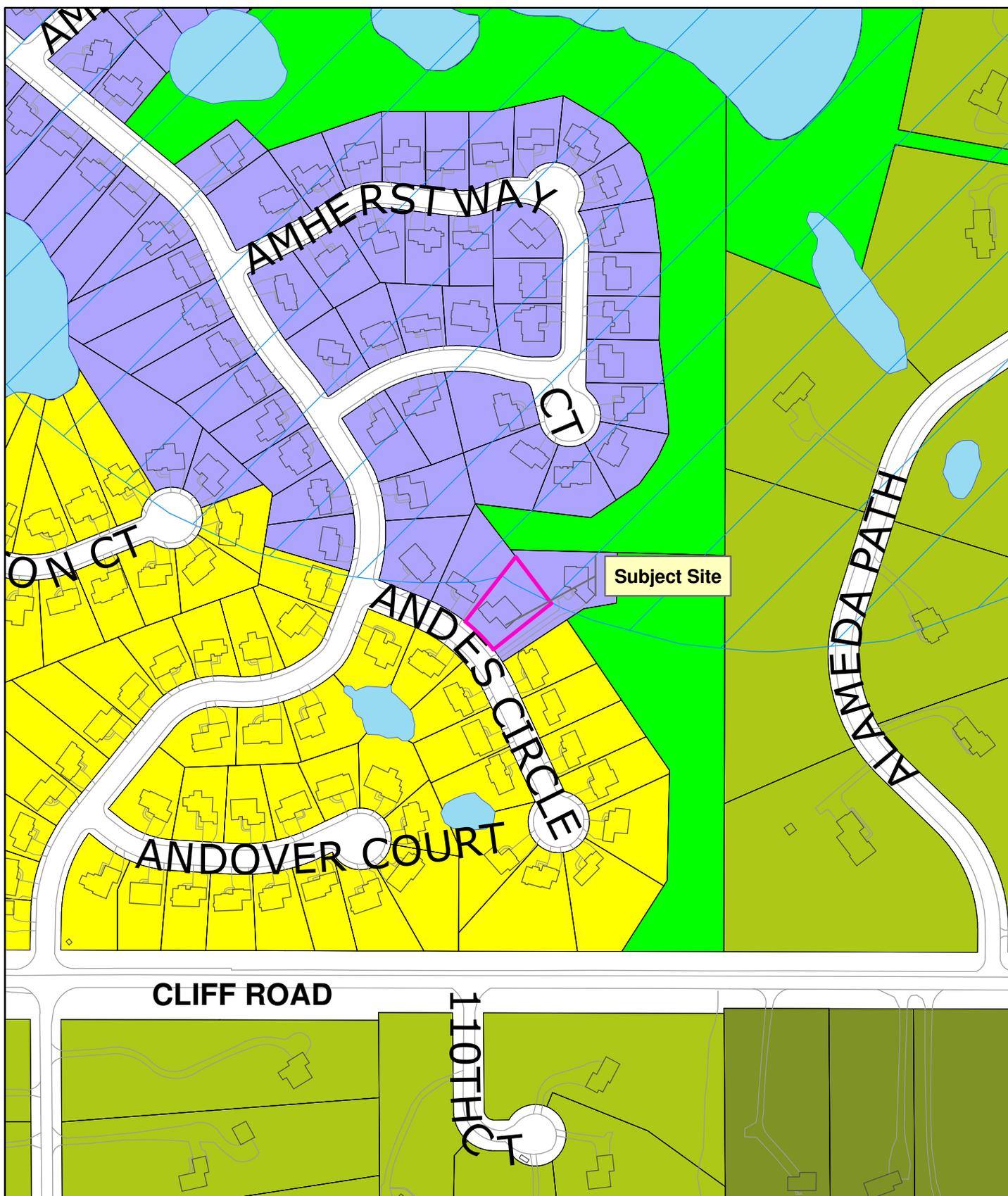
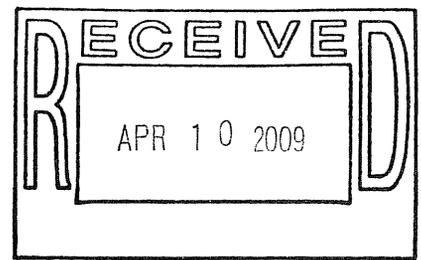


Exhibit A
Zoning Map



Request of Variance at 10857 Andes Circle

- Due to the minimum square footage requirements of the Southern Lakes neighborhood and the layout of our house (modified two-story design), the home has a larger footprint compared to other homes in the neighborhood, yet is near the median size in terms of overall square footage. Our lot size of .33 acres makes the available square footage of non-impervious land to meet the 20% ordinance minimal, but would only be over by 3.5% after porch addition
- Addition of the porch does not detrimentally affect property values, in fact, it will increase the property value of our house at a time when all real estate values are falling.
- In addition, I feel that the 20% ordinance is too restrictive for homeowners looking to improve their homes and was not intended in this purpose of this ordinance. Since the city of Inver Grove Heights is considering raising this percentage back up, I request this variance granted now so as to have time to complete porch before summer months when the 3-season porch would be used most.

Oli Smith
10857 Andes Circle
Inver Grove Heights, MN 55077

Neighbors:

Steve & Julie Bunde (to west)
10853 Andes Circle
651-405-6650

Eric & Jody Wetterlind (to North and East)
10863 Andes Circle
651-688-3206

Mindy Vining (across street)
10856 Andes Circle
651-994-6896

Paul & Lisa Jacobson (across street)
10866 Andes Circle
651-686-8255

EXHIBIT B

RECEIVED
APR 10 2009

10857 Andes Circle
16H

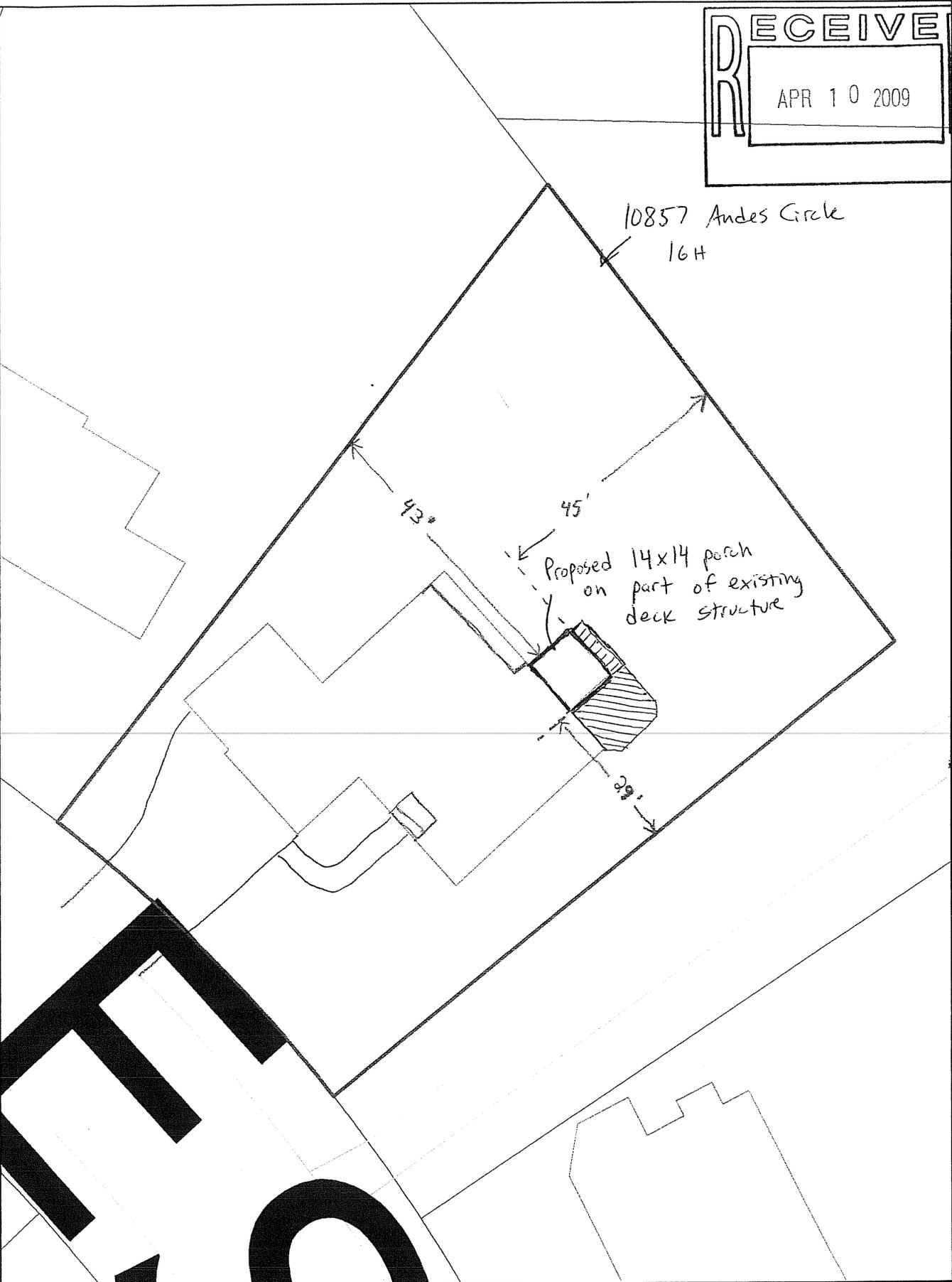


EXHIBIT C

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

MGT DEVELOPMENT; Consider the Resolution for property located in the northwest corner of Hwy 3 and Hwy 55.

Meeting Date: May 11, 2009
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

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

PURPOSE/ACTION REQUESTED

- a) Approve a Resolution relating to a **PUD Amendment** to the Site Plan for Lot 1, Block 1, Argenta Hills.
- Requires 3/5th's vote.
 - 60-day deadline: June 27, 2009 (first 60 days)

SUMMARY

MGT has submitted a revised plan for Lot 1, Block 1 of Argenta Hills. The revised plan consists of; 1) reducing the size of the Target store from 176,409 to 134,800 square feet, 2) changing the location of the main pedestrian walkway spine one row of parking to the south, 3) changing the elevation of the building to reflect the smaller store. City Council is required to act on the revised site plan because the Floor Area Ratio (FAR) of the PUD would be reduced from .20 to .17.

Floor Area Ratios (FAR) were included in the Northwest Area Quadrant because it establishes minimum building size in order to maximize development potential and maximize fees collected to pay for the sewer, water and stormwater facilities extended to the quadrant.

ANALYSIS

The reduction in building size, reduced FAR, change to parking lot and building exterior changes do not have a negative impact on the overall PUD or have impacts to the Northwest Area Quadrant as a whole. Stormwater design and management would not be affected. There would be no financial impact with the reduced building size as permit fees were paid last fall based on the larger footprint before construction was halted. No refund of fees is being requested.

RECOMMENDATION

Planning Staff Recommends approval of the request as presented.

Planning Commission Recommends approval of the request (8-0).

Parks and Recreation Not applicable.

Attachments: Final PUD Amendment Resolution
 Planning Commission Recommendation
 Planning Report

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN AMENDMENT TO THE FINAL PUD DEVELOPMENT
PLAN FOR LOT 1, BLOCK 1, ARGENTA HILLS**

**CASE NO. 09-10PUD
(MGT)**

WHEREAS, a final PUD development plan amendment application has been submitted to the City for property legally described as;

Lot 1, Block 1, Argenta Hills, Dakota County, Minnesota, according to the recorded plat thereof.

WHEREAS, an amendment has been submitted which alters the approved site plan resulting in; reducing the footprint of the building proposed on Lot 1 which affects the overall approved FAR for the PUD, changing the location of the main pedestrian walkway one row of parking to the south, and changing the elevation of the Target store to reflect the smaller store;

WHEREAS, the amendment drops the overall approved Floor Area Ratio (FAR) from .20 to .17;

WHEREAS, in accordance with Section 515.80. Subd. 28, the City Council must approved a change to the Final PUD site plan since the amendment alters flexibility the Council previously approved relating to minimum approved Floor Area Ratio (FAR);

WHEREAS, a public hearing concerning the PUD development plan amendment was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on May 5, 2009;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the amendment to the Final PUD development plan for Lot 1, Block 1, Argenta Hills is hereby approved subject to the following condition:

1. The project shall be developed in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below:

Revised Phase 1 Site Plan for Lot 1, Block 1	dated 4/28/09
Revised Elevation Plan	dated 4/9/09

BE IT FURTHER RESOLVED BY THE CITY COUNCIL, that the Mayor and Deputy Clerk are hereby authorized to execute the Final Plat and Development Contract.

Passed this 11th day of May, 2009.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: May 5, 2009
SUBJECT: **MGT DEVELOPMENT (SUPERTARGET) – CASE NO. 09-10PUD**

Reading of Notice

Commissioner Hark read the public hearing notice to consider a PUD Development Plan Amendment for Lot 1, Block 1, Argenta Hills relating to Floor Area Ratio (FAR) requirements and site plan requirements, for the property located on the north side of Highway 55 and west of Highway 3. 6 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the request involved only Lot 1, Block 1, Argenta Hills, the Target site, with no changes being proposed for the balance of the PUD. Mr. Hunting advised that the proposal is to reduce the size of the building from 176,409 to 134,800, changing the location of the main pedestrian walkway spine one row of parking to the south, and modifying the exterior elevations of the Target building to reflect the smaller store. He advised that the modifications would drop the overall FAR for the commercial portion from .20 to .17, and the amount of parking would now exceed the maximum allowed since it was built based on the previously proposed 176,409 square foot building. Staff reviewed the request against the ordinance criteria and feels it would create no negative impacts, would have no effect on the City's ability to provide service or utilities to the site or elsewhere in the Northwest Area, and would have no negative financial impacts since Target has already paid their plat and permit fees based on a 176,409 square foot building. Staff recommends approval of the request.

Chair Bartholomew asked if approval of this amendment would prohibit Target from increasing the size of the building in the future.

Mr. Hunting replied it would not.

Commissioner Wippermann noted that he had issues with the residential piece of this development and asked if the proposed change affected only the Target site, to which Mr. Hunting replied in the affirmative.

Opening of Public Hearing

The applicant, Greg Munson, 2737 Fairview Avenue, advised the request would impact the commercial center only.

Commissioner Wippermann asked what the construction schedule was for this project.

Mr. Munson advised it was currently projected for an October 2010 opening. He noted if they received City Council approval on Monday, the request would then be subject to internal approval from Target.

Chair Bartholomew asked if the applicants felt that potential future expansion plans would eliminate any impact regarding the FAR.

Mr. Munson replied it was his hope that the economy would improve and allow them to utilize the property to the maximum extent.

Planning Commission Recommendation

Motion by Commissioner Schaeffer, second by Commissioner Wippermann, to approve the request for a PUD Amendment to the site plan for Lot 1, Block 1, Argenta Hills, located on the north side of Highway 52/55 and west of Highway 3 with the condition listed in the report.

Motion carried (8/0). This matter goes to the City Council on May 11, 2009.

P L A N N I N G R E P O R T
C I T Y O F I N V E R G R O V E H E I G H T S

REPORT DATE: April 29, 2009

CASE NO: 09-10PUD

APPLICANT: MGT Development, Inc.

REQUEST: Amendment to Final PUD Development Approval for Lot 1, Block 1 of Phase 1

HEARING DATE: May 5, 2009

LOCATION: NW corner of Hwy 55/Hwy 3 Intersection

COMPREHENSIVE PLAN: CC, Community Commercial

ZONING: B-4/ PUD

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

MGT Development is requesting an amendment to the Final PUD Development Plan for Phase 1, specifically Lot 1, Block 1, Argenta Hills. The request involves reducing the footprint size of the Target store that has been approved for Lot 1, Block 1. The two main issues related to the building size reduction include reducing the FAR for the commercial portion and adjustment to the maximum parking requirements.

The proposed site plan change can be broken down into three physical elements;

- 1) Reducing the building size from 176,409 square feet to 134,800 square feet.
- 2) Changing the location of the main pedestrian walkway spine one row of parking to the south.
- 3) Changing the elevations of the Target building to reflect the smaller store.

With the proposed building reduction, the overall FAR for the commercial portion of the development would drop from .20 to .17. The amount of parking constructed would now exceed the maximum allowed based on building size. These changes to the PUD plans require review by both the Planning Commission and City Council.

EVALUATION OF THE REQUEST

History. The City Council approved the final PUD development plans for Phase 1 in April, 2008, which consisted of platting seven lots and seven outlots. The platted lots include the Target lot and six pads for six individual buildings. All of the improvements for the main street were part of Phase 1, as well as the construction of the future county road (Amana Trail)

and the roundabout on Hwy 3. The City Council granted flexibility to the minimum FAR requirement from .25 to .20 for the entire commercial portion of the project.

In August, 2008, during the building permit review process, the applicant submitted plans for a reduced size Target building from 191,263 square feet to 176,409 square feet. Staff had determined that the reduction in square feet did not impact the approved FAR for Lot 1. FAR for Lot 1 still exceeded .20. The building reduction also reduced the amount of parking that was constructed, thus increasing the amount of open space. This change did not have negative impact on utilities, but did have a positive impact on open space and stormwater management.

Construction of many of the required improvements began in early summer of 2008. Amana Trail has been constructed, all of the stormwater features for Phase I have been constructed or will be completed this spring, all of the parking surfaces for the Target and six approved lots have been constructed. All of the pavement for main street and stormwater features have been constructed. The parking lot lighting has been constructed. The construction of the Target store was halted by Target last fall and Target is expected to restart construction in 2009. Site work will continue this spring with the completion of work not completed in the fall, construction of the main monument sign along Highway 55 and the completion of the temporary Argenta Trail connection. Construction of the Hwy. 3 roundabout is scheduled for early this summer.

Site Plan Change Review

The proposed change is limited to Lot 1, Block 1 (Target lot). No other changes are being proposed. This memo addresses only those changes proposed to this lot. All other conditions and phases remain unchanged.

Building Footprint Change. The building footprint would change from 176,409 to 134,800 square feet. The general location of the building remains unchanged. The north-south length of the building would be reduced, creating a larger open green space along Amana Trail. Target is proposing to leave the area as turf. The overall commercial FAR approved as part of the preliminary plan is .20. The ordinance requirement is .25. Including all of the commercial buildings approved as part of the preliminary plan, the overall FAR would be reduced from .20 to .17. The proposed FAR for Lot 1 would be .18.

Pedestrian Access. The preliminary PUD was approved with the concept of having a main pedestrian walkway spine that would run east-west through the entire length of the commercial phase. Phase I was approved with a pedestrian walkway that connect the Target entrance to main street. Based on the new Target building layout, only one main access would be constructed, as opposed to the old layout that had two main accesses to the front of the store. Based on this change, the location of the pedestrian walkway on the approved plans would not line up with the main front door. The revised site plan shows a relocated pedestrian walkway through the Target parking lot that line up with the new main entrance location. This would move the pedestrian connection one row of parking to the south. The revised location puts a

jog in the walkway between the Target parking lot and main street. While this is not ideal, there would be sidewalk sections constructed to have a continuous paved walkway. The balance of the main pedestrian walkway to the west will be reviewed in future phases, but may also have some jogs due to final building location, layout and parking lot layout.

Parking. The base course of bituminous for the parking lot was installed last fall. Based on the 176,409 square foot building, the parking lot is designed for 794 parking stalls. The amount of constructed parking is consistent with the ordinance. With the proposed reduction in building size, parking would technically exceed maximum allowed by 120 spaces. The Northwest Area Overlay District Ordinance allows a parking lot to exceed maximum allowed by 10% if the overage is constructed of pervious pavement. Any number that exceeds 10% requires at least 50% of the whole parking lot to be constructed of pervious pavement. As previously stated, the parking lot has already been constructed, including the amount of approved pervious pavement as required in the approved final PUD plans. Portions of the parking lot along the far west and northern edges are constructed of pervious pavement to address ordinance requirements for stormwater. The herringbone patterned crosswalk portions of main street were also constructed of porous material which is over and above what was required for pervious pavement.

Building Elevations. The overall architecture and design elements remain the same. Building materials and color schemes follow the same color pallet. Building signage would be slightly reduced. Overall, the proposed exterior is consistent with the approved plans

Analysis

In reviewing a change to the PUD plan and to any requirements of the Northwest Area Overlay District Ordinance, a number of general criteria must be reviewed to address the impact of the change or flexibility requested. The City Council may approve flexibility to these rules based on the project's ability to; a) protect public safety, b) comply with the purpose and intent of the Northwest Area Overlay District and the PUD section of the Zoning Ordinance, c) comply with the goals and policies of the Comprehensive Plan, d) and the exceptions do not have an undue adverse impact on existing or planned facilities and services, including streets, utilities, parks, police and fire and the ability of the City to provide such services.

a) The proposed modification to the plan would not affect the City's ability to protect public safety. It is not tied to any public safety issue. No public safety issues were identified during the preliminary or final plan review.

b) The purpose and intent of the Northwest Overlay District is encourage development that provides features that address eight key elements including; diverse housing styles, natural features as integral elements, cluster development to preserve natural features, pedestrian connections, innovative stormwater management features, reduced impervious surface, on-site stormwater retention, and open space as amenities. The reduced building size would not impact any of the eight key elements and would not compromise the intent of the

Ordinance as it relates to the Argenta Hills project. The purpose and intent of the general PUD regulations is to provide means for greater creativity and flexibility, encourage preservation of desirable site characteristics and encourage development that is in harmony with land use density, transportation facilities, community facilities and objectives of the Comprehensive Plan. Again, the proposed changes to the plan do not impact any of the objectives of the PUD regulations.

c) The proposed change would still be consistent with the Comprehensive Plan. Does not negatively impact future land uses. The reduced building size does not put any additional burden on; utilities, streets, or parks.

d) The proposed change would not have an impact on future facilities and services included streets, utilities, parks and police. Utility infrastructure and streets were constructed based on the larger building. The reduced building size would not have an impact on the fees collected to pay for the cost of the utility extensions to the Northwest Area. The building permit connection fees were paid by Target, based on the larger building size, when the building permit was issued in August, 2008. MGT or Target is not requesting any refund to the fees already paid. Allowing a reduced building size does not have a financial impact to the Northwest Area as it relates to connection fees.

Another aspect of financial impacts in the Northwest Area is building valuation. Requiring minimum FAR's was a tool to make sure development density was achieved even though 20% of the property was to be in open space. As noted in the applicant's narrative, the reduced building size reflects Target's newest format of store size and layout. Though the building size is smaller, the construction of the store would be the catalyst to construction of other commercial development, thus beginning tax base generation.

Stormwater Review. Emmons and Olivier have reviewed the revised plans and notes the change in footprint would not have a negative effect on the stormwater management plan. The stormwater system was designed for, and constructed based on the larger building footprint.

ALTERNATIVES

A. Approval. If the Planning Commission finds the proposed PUD Amendment to be acceptable, a recommendation of approval should be made subject to the following conditions:

1. The project shall be developed in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below:

Revised Phase 1 Site Plan for Lot 1, Block 1
Revised Elevation Plan

dated 4/28/09
dated 4/9/09

- B. Denial.** If the Planning Commission does not find the application to be acceptable, a recommendation of denial should be made. Specific findings supporting a basis for denial must be stated by the Commission if such a recommendation is made.

RECOMMENDATION

Based on this review, the Planning Division finds that the changes to the approved PUD plan for Lot 1, Block 1 do not pose any detrimental effects to overall PUD or to the purpose and intent of the Northwest Area Overlay District. Staff recommends approval of the PUD Amendment subject to the conditions stated above.

ATTACHMENTS: Applicant Narrative
 Memo from EOR
 Proposed Site Plan for Lot 1
 Proposed Elevations
 Approved Final PUD Site Plan, April 2008
 Approved Site Plan with Building Permit, August 2008
 Approved Building Elevation

Application Narrative

Argenta Hills, Lot 1 Block 1
April 28, 2009

This Narrative is submitted in conjunction with an application to amend the Final Argenta Hills PUD with respect to Lot 1, Block 1-the Target store. The amendment sought is in response to a brand new format of Target store.

Before discussing the Amendment specifically, some project background is warranted. In April 2008, the City Council approved a Final PUD plan for Phase 1 of Argenta Hills which included the Target store and Main Street. Immediately upon obtaining that approval, we acquired the entire Argenta Hills property and conveyed Lot 1 Block 1 to Target. Upon acquiring the property, we were assessed for all plat connection fees and area charges. Site work commenced immediately and has been continuous except for winter stoppage. Over 80% of the site infrastructure was completed before winter, including utilities, road improvements, storm water features, grading, parking lots including porous pavement, and some site lighting

While the significant work was nearing completion in the fall, obvious significant economic changes were impacting the project. Target was forced to delay their store. Recently, Target has indicated a desire to change the store footprint to reflect their newest format of store in hopes of starting construction late this summer. The new proposed store is less dependent on land and square footage and more dependent on efficiency. The proposed modification has little impact on the overall Argenta Hills development and the changes are limited exclusively to Lot 1, Block 1. We, as Developer, have met and will continue to meet all requirements in the Development Contract with the City.

- I. **The Change.** The amendment seeks to reduce the building square footage from approximately 176,409 square feet to approximately 134,800 square feet. Target's new store provides all of the non-grocery components of the previously proposed store and provides most of the grocery components. The primary difference is that there is no "live" deli and no "live" bakery. Those items are stocked rather than prepared on site.
- II. **The Implications.** The proposed amendment results in no changes to Argenta Hills except within Target's property, Lot 1 Block 1. There are four (4) specific impacts to Lot 1 Block 1 triggered by the amendment.
 - a. **Pedestrian Corridor:** The Pedestrian corridor shifts one parking bay to the south to better align with the new entrance location into the Target store. The pedestrian corridor otherwise remains unchanged. This change requires no Ordinance flexibility and is merely a noted impact.

- b. **Architecture:** The store architecture is altered in that the facades are smaller given the reduced square footage. The architecture is substantially consistent with the previous store architecture and is consistent with the approved Argenta Hills design guidelines. This change also requires no Ordinance flexibility and is merely a noted change.
- c. **Parking/Porous and Impervious surface:** Due to the timing of the amendment, some matters are beyond control. The parking lot and porous pavement have already been installed. While different parking counts would have been triggered had this revised store been the original plan, the issues raised are purely technicalities. Specifically, we have provided 795 parking stalls with 115 porous parking stalls. The revised building size would have called for a minimum requirement of 449 parking stalls and a maximum of 539 parking stalls. Based on this minimum, and the 795 parking stalls built, 346 porous parking stalls would be required. While the number of porous stalls provided relative to the built parking lot size and former building size were Ordinance compliant, we have unintentionally created an “over parked” situation because the parking is already built and the building size is NOW being reduced. The Northwest Ordinance penalizes over parking by requiring more porous parking. We have not and cannot provide additional porous parking because we have already installed the parking field. A major factor in constructing porous stalls is specific to sub-grade excavation and therefore can no longer be accessed. The proposed site plan has the same parking lot, a reduced building footprint (impervious), and almost three-quarters of an acre of pervious area north of the building. The net result will be improved storm water management. This change requires ordinance flexibility. The standard for approving the required flexibility is discussed in Section III below.
- d. **Floor Area Ratio:** As a result of the reduced building foot print, the Floor Area Ratio (FAR) is changed. Under the previous plan, the FAR within Lot 1, Block 1 was 0.230. Under the revised plan, the FAR for Lot 1, Block 1 is 0.175. Under the previous plan, the overall FAR for the Argenta Hills Shopping Center was 0.192, while the revised plan produces a Shopping Center FAR of 0.171. Ordinance flexibility was previously granted and is required only in that the resulting FAR differs from the previously approved FAR.

III. **Legal Standard governing flexibility sought.** The Northwest Area Overlay District Ordinance provides that exceptions/flexibility from strict Ordinance requirements may be granted if it is determined that the proposed plan is consistent with the Comprehensive Plan and other goals and policies of the City, would not be materially injurious to existing or future land uses and surrounding property and do not have an undue adverse impact on the City’s provision of services.

- IV. **Application of the Legal Standard to the current Proposal.** The only changes requiring consideration are the FAR and the resulting parking field. Specifically as to the parking, we are now “over parked” to a degree which would have required additional porous stalls.
- a. **Parking:** Numerous factors support flexibility for the unintended parking result. First, the parking field will be exactly as previously anticipated. While it will be oversized for the resulting store, construction of the parking areas in compliance with the previously approved plan certainly cannot be said to run afoul of the legal standard required for the granting of flexibility. While we would now technically be required to add porous stalls based on the new building size, there are three mitigating factors. First, we gain almost three-quarters of an acre of pervious surface area to the north of the new store, an area which previously would have been impervious. Additionally, we have never taken credit for the porous pavers located in Main Street. That area, according to Emmons and Olivier’s calculations, equates to 65 porous parking stalls. Finally, the entire PUD results in porous open space of almost double what the ordinance requires. On whole, the new configuration undoubtedly enhances the storm water efficiency of the site by increasing pervious area and reducing building drainage, complies with the actual Ordinance requirements when accounting for new impervious areas and will not be injurious to the City, the Shopping Center, or surrounding properties.
 - b. **FAR:** The new resulting FAR from the revised store square footage is a technical casualty of the change. The proposed change and resulting FAR will have little noticeable impact on the character of the overall project. Potential future expansion plans would likely eliminate any impact whatsoever. The change would not be injurious to the City, the Shopping Center, or surrounding properties.

Approving the proposed change to the Target store is absolutely the best chance to get Argenta Hills moving. It will trigger construction of half of the buildings on Main Street for opening with Target. It will drive additional development on the site and it will insure that the commercial component of the project precedes the residential component. Absent this approval, the real possibility exists that this site will sit idle for many years, despite completion of Developer infrastructure and despite City investment in extending utilities to the Northwest Area.

Prepared by: Greg Munson
IGH Investment, LLC
c/o McGough Development
2737 Fairview Avenue North
St. Paul, MN 55113

Date | April 27, 2009

To | Tom Link, City of Inver Grove Heights
Allan Hunting, City of Inver Grove Heights

From | Brett H. Emmons, PE

Regarding | Target T2519 Building Footprint Changes – Stormwater Impact

These comments are an addendum to the submitted narrative pertaining to the Revised Target Site Plan, dated April 28, 2009.

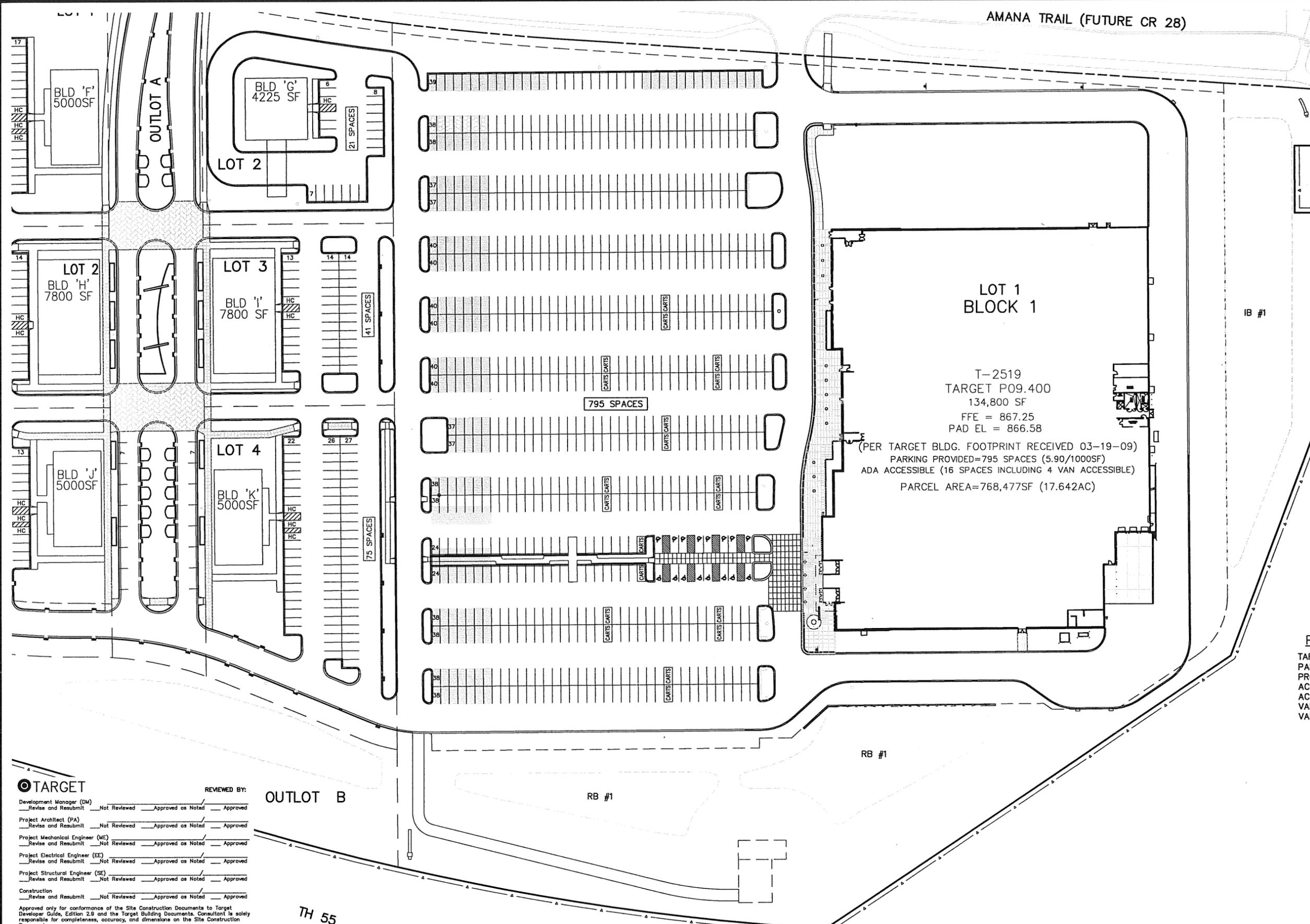
The change in footprint to the Target building located within the Argenta Hills development will not have a negative impact to the stormwater management with minor modifications to the stormwater system. The impervious surface coverage for the site is decreased, resulting in less runoff from the development. The hydrologic boundaries remain as originally approved with routing of the now proposed pervious area north of the building to the east and into Infiltration Basin #1.

This change in footprint area will provide the benefit of directing less runoff to the regional basin located north of Target, infiltrating a higher portion of the rainfall. The site, as designed with the building pad change, complies with the stormwater management requirements of the City's Northwest Area.

AMANA TRAIL (FUTURE CR 28)

PROPOSED SITE PLAN

SOUTH ROBERT TRAIL (TH 3)



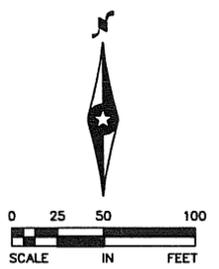
LOT 1
BLOCK 1

T-2519
TARGET P09.400
134,800 SF
FFE = 867.25
PAD EL = 866.58
(PER TARGET BLDG. FOOTPRINT RECEIVED 03-19-09)
PARKING PROVIDED=795 SPACES (5.90/1000SF)
ADA ACCESSIBLE (16 SPACES INCLUDING 4 VAN ACCESSIBLE)
PARCEL AREA=768,477SF (17.642AC)

795 SPACES

PARKING TABLE (TARGET)

TARGET: 134,800 SF
PARKING PROVIDED: 795
PROVIDED PARKING RATIO: 5.90/1000
ACCESSIBLE PARKING REQUIRED: 16
ACCESSIBLE PARKING PROVIDED: 16
VAN ACCESSIBLE REQUIRED: 2
VAN ACCESSIBLE PROVIDED: 4



TARGET

REVIEWED BY:

Development Manager (DM) _____
 _____ Not Reviewed _____ Approved as Noted _____ Approved

Project Architect (PA) _____
 _____ Not Reviewed _____ Approved as Noted _____ Approved

Project Mechanical Engineer (ME) _____
 _____ Not Reviewed _____ Approved as Noted _____ Approved

Project Electrical Engineer (EE) _____
 _____ Not Reviewed _____ Approved as Noted _____ Approved

Project Structural Engineer (SE) _____
 _____ Not Reviewed _____ Approved as Noted _____ Approved

Construction _____
 _____ Not Reviewed _____ Approved as Noted _____ Approved

Approved only for conformance of the Site Construction Documents to Target Developer Guide, Edition 2.0 and the Target Building Documents. Consultant is solely responsible for completeness, accuracy, and dimensions on the Site Construction Documents.

REV. NO.	BY	DATE	REVISIONS DESCRIPTION

DESIGN FILE:

DRAWN BY: RAA
 CHECKED BY: TJL
 DATE: 04/28/09

DRAWING NAME:
 TARGET-SITE_EXH01.DWG

Kimley-Horn and Associates, Inc.

2550 UNIVERSITY AVE. WEST, SUITE 345N
 ST. PAUL, MINNESOTA 55114

TEL. NO. (651) 645-4197
 FAX. NO. (651) 645-5116

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

THOMAS J. LINCOLN, P.E.
 DATE: XX/XX/2009 MINN. LIC. NO. 21433

REVISED TARGET SITE PLAN
 ARGENTA HILLS
 INVER GROVE HEIGHTS, MN
 APRIL 28, 2009

CITY PROJECT
 COUNTY PROJECT
 S.P.
 S.A.P.

SHEET NO.
 1
 1



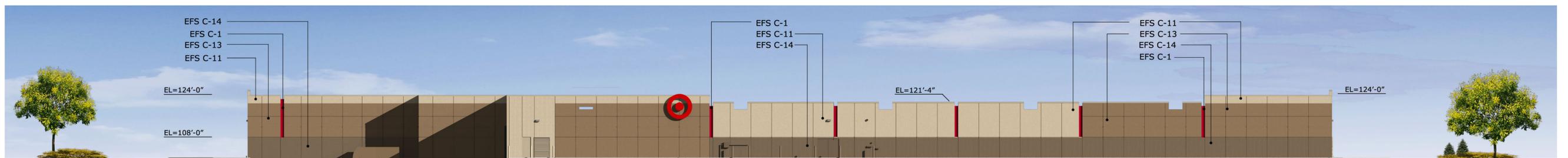
FRONT ELEVATION



RIGHT ELEVATION



LEFT ELEVATION

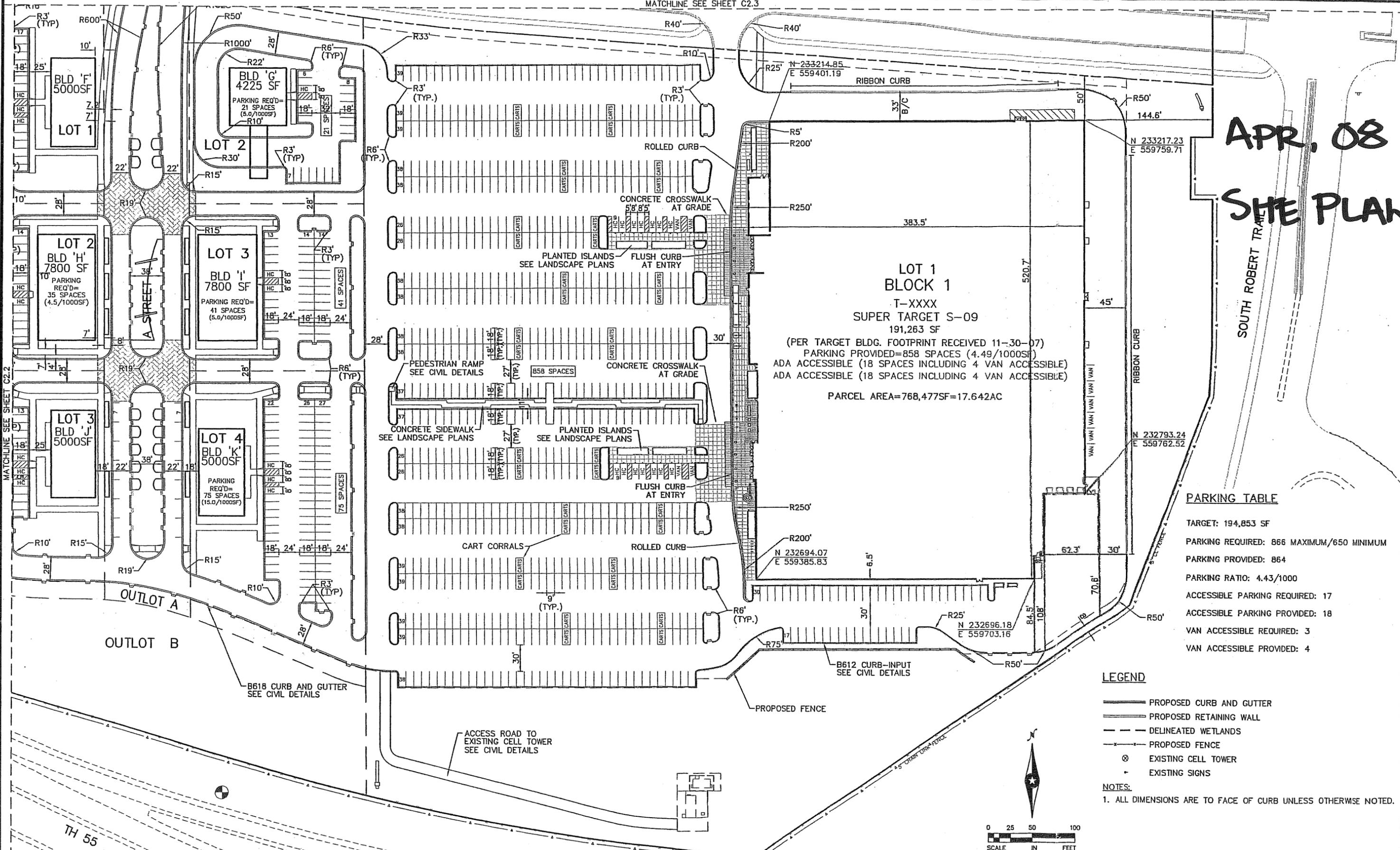


REAR ELEVATION



MATCHLINE SEE SHEET C2.3

APR, 08
SITE PLAN



LOT 1
BLOCK 1
T-XXXX
SUPER TARGET S-09
191,263 SF
(PER TARGET BLDG. FOOTPRINT RECEIVED 11-30-07)
PARKING PROVIDED=858 SPACES (4.49/1000SF)
ADA ACCESSIBLE (18 SPACES INCLUDING 4 VAN ACCESSIBLE)
ADA ACCESSIBLE (18 SPACES INCLUDING 4 VAN ACCESSIBLE)
PARCEL AREA=768,477SF=17.642AC

PARKING TABLE

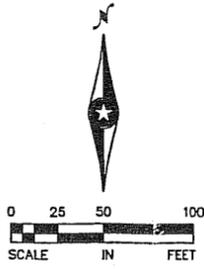
TARGET:	194,853 SF
PARKING REQUIRED:	866 MAXIMUM/650 MINIMUM
PARKING PROVIDED:	864
PARKING RATIO:	4.43/1000
ACCESSIBLE PARKING REQUIRED:	17
ACCESSIBLE PARKING PROVIDED:	18
VAN ACCESSIBLE REQUIRED:	3
VAN ACCESSIBLE PROVIDED:	4

LEGEND

- PROPOSED CURB AND GUTTER
- PROPOSED RETAINING WALL
- - - DELINEATED WETLANDS
- - - PROPOSED FENCE
- ⊙ EXISTING CELL TOWER
- EXISTING SIGNS

NOTES:

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.



REV. NO.	BY	DATE	REVISIONS DESCRIPTION

DESIGN FILE:
31809970
DRAWN BY:
RMC
CHECKED BY:
RAT
DRAWING NAME:
CO2-SITE.dwg

DESIGNED BY:
RAT
DATE:
02/19/2008



Thresher Square
700 Third Street South
Minneapolis, MN 55415
612.370.0700 Tel
612.370.1378 Fax

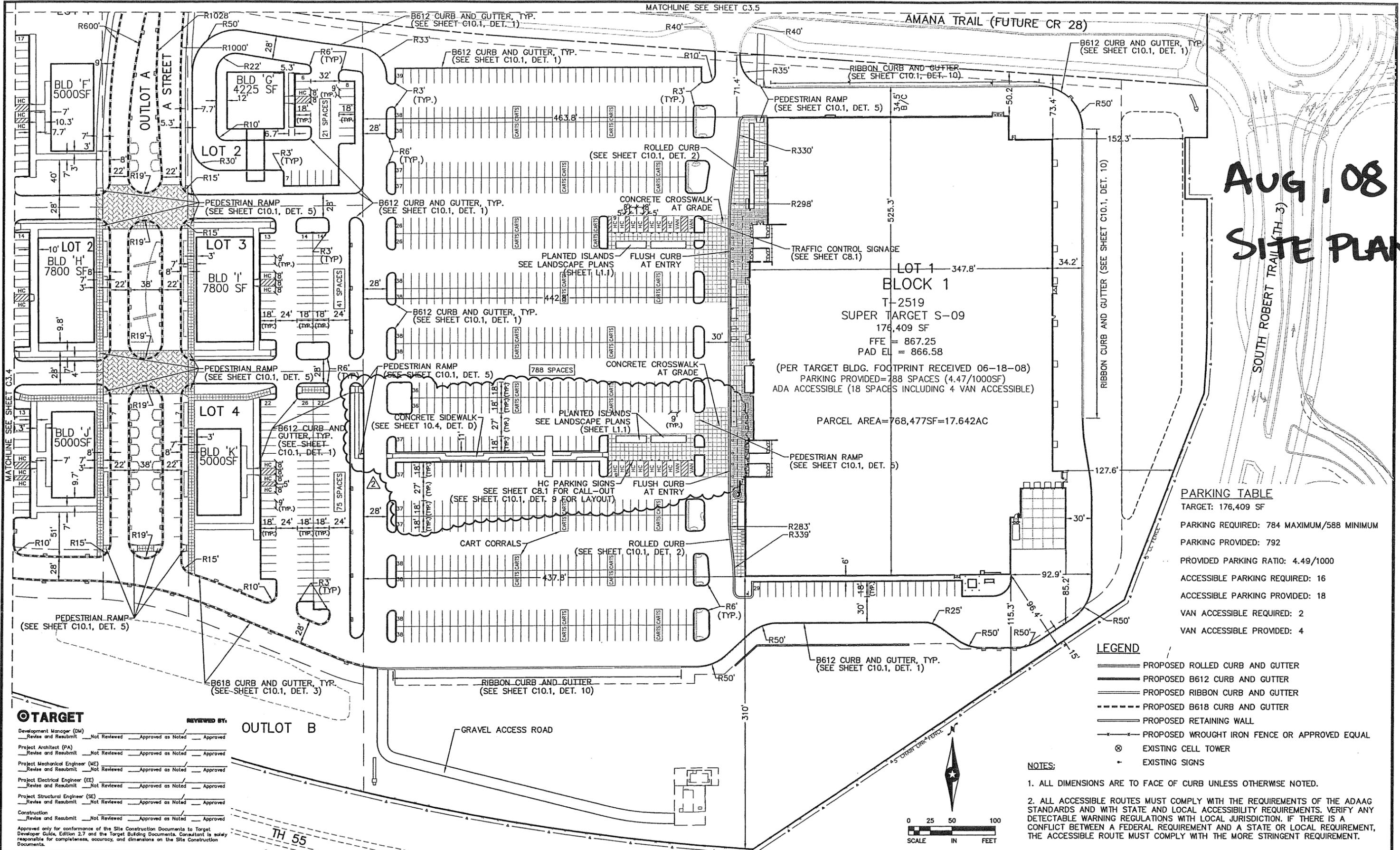
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

RANDAL A. TWEDEN, P.E.
DATE: 02/19/2008 MINN. LIC. NO. 26871

FINAL PLANNED UNIT DEVELOPMENT
ARGENTA HILLS
INVER GROVE HEIGHTS, MN
FINAL SITE PLAN

CITY PROJECT	SHEET NO.
COUNTY PROJECT	C2.1
S.P.	135
S.A.P.	

AUG, 08
SITE PLAN



PARKING TABLE

TARGET: 176,409 SF

PARKING REQUIRED: 784 MAXIMUM/588 MINIMUM

PARKING PROVIDED: 792

PROVIDED PARKING RATIO: 4.49/1000

ACCESSIBLE PARKING REQUIRED: 16

ACCESSIBLE PARKING PROVIDED: 18

VAN ACCESSIBLE REQUIRED: 2

VAN ACCESSIBLE PROVIDED: 4

- LEGEND**
- PROPOSED ROLLED CURB AND GUTTER
 - PROPOSED B612 CURB AND GUTTER
 - PROPOSED RIBBON CURB AND GUTTER
 - - - - PROPOSED B618 CURB AND GUTTER
 - PROPOSED RETAINING WALL
 - PROPOSED WROUGHT IRON FENCE OR APPROVED EQUAL
 - ⊗ EXISTING CELL TOWER
 - EXISTING SIGNS

NOTES:

- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
- ALL ACCESSIBLE ROUTES MUST COMPLY WITH THE REQUIREMENTS OF THE ADAAG STANDARDS AND WITH STATE AND LOCAL ACCESSIBILITY REQUIREMENTS. VERIFY ANY DETECTABLE WARNING REGULATIONS WITH LOCAL JURISDICTION. IF THERE IS A CONFLICT BETWEEN A FEDERAL REQUIREMENT AND A STATE OR LOCAL REQUIREMENT, THE ACCESSIBLE ROUTE MUST COMPLY WITH THE MORE STRINGENT REQUIREMENT.

TARGET

Development Manager (DM) Not Reviewed Approved as Noted Approved

Project Architect (PA) Not Reviewed Approved as Noted Approved

Project Mechanical Engineer (ME) Not Reviewed Approved as Noted Approved

Project Electrical Engineer (EE) Not Reviewed Approved as Noted Approved

Project Structural Engineer (SE) Not Reviewed Approved as Noted Approved

Construction Not Reviewed Approved as Noted Approved

Approved only for conformance of the Site Construction Documents to Target Developer Guide, Edition 2.7 and the Target Building Documents. Consultant is solely responsible for completeness, accuracy, and dimensions on the Site Construction Documents.

REV. NO.	BY	DATE	REVISIONS DESCRIPTION
1	RMC	07/11/08	ISSUE SITE CONSTRUCTION DOCUMENTS
1	RMC	07/11/08	REVISE DIMENSIONS BASED ON REVISED TARGET FOOTPRINT
2	PMJ	08/15/08	MOVED/REVISED PARK ISLAND, ADDED SWK/PED RAMP

DESIGN FILE: 31809970

DRAWN BY: RMC

CHECKED BY: RMC

DRAWING NAME: C03.3-CD-SITE.dwg

DESIGNED BY: RAT

DATE: 06/06/2008

DATE: 07/11/2008

URS

FIFTH STREET TOWERS
100 SOUTH FIFTH STREET, SUITE 1600
MINNEAPOLIS, MINNESOTA 55402
612.370.0700 TEL
612.370.1378 FAX
WWW.URSCORP.COM

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Randall A. Tweden

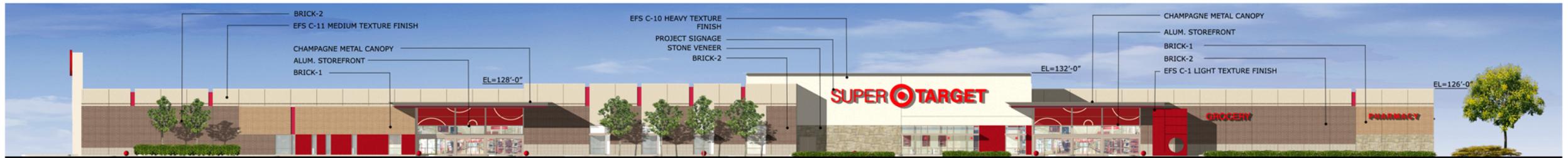
RANDALL A. TWEDEN, P.E.
DATE: 07/11/2008 MNN. LIC. NO. 26871

SITE CONSTRUCTION DOCUMENTS

ARGENTA HILLS
INVER GROVE HEIGHTS, MN
SITE PLAN

CITY PROJECT
COUNTY PROJECT
S.P.
S.A.P.

SHEET NO.
C3.3
93



FRONT ELEVATION



LEFT ELEVATION



RIGHT ELEVATION



REAR ELEVATION

INVER GROVE HEIGHTS, MN



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER AUTHORIZING THE CITY ADMINISTRATOR TO APPROVE CHANGE ORDER REQUESTS FOR PUBLIC SAFETY ADDITION/CITY HALL RENOVATION CONSTRUCTION IN AN AMOUNT UP TO \$15,000

Meeting Date: May 11, 2009
Item Type: Regular
Contact: JTeppen, Asst City Admin
Prepared by:
Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED Consider authorizing the City Administrator to approve change order requests for the Public Safety Addition/City Hall Renovation construction in an amount up to \$15,000.

SUMMARY In order to facilitate the construction of the Public Safety addition and the remodeling of City Hall, Staff is recommending that the City Council consider adopting the attached resolution authorizing the City Administrator to approve change order requests in an amount up to \$15,000.

Any delay by the City will give the Contractor the ability to request additional time as it relates to the liquidated damages clause of the contract. If we are to wait for a City Council meeting for Council’s consideration and approval, it will cause significant delay to the project.

The Architect and the Owner’s Representative have indicated that they have seen this level of authority in other similar sized public projects, and have even seen levels higher on occasion.

Any change order request will be scrutinized by the Architect and the Owner’s Rep prior to the request coming to the Staff.

We will compile all change order requests that fall below that \$15,000 level and bring them to City Council for information purposes.

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

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO APPROVE CHANGE
ORDER REQUESTS IN AN AMOUNT NOT TO EXCEED \$15,000 WITHOUT CITY COUNCIL
APPROVAL FOR CITY PROJECT 2008-18 PUBLIC SAFETY ADDITION/CITY HALL
RENOVATION**

RESOLUTION NO. _____

WHEREAS, the Contract for City Project 2008-18 Public Safety Addition/City Hall Renovation has been awarded to Shaw Lundquist, Inc.

WHEREAS, throughout the course of the project is it likely that change order requests will be necessary.

WHEREAS, to ensure the progress of the construction and renovation is not delayed the City Council finds it reasonable to authorize the City Administrator to approve change order requests in an amount up to \$15,000. Change order requests above \$15,000 will come before the City Council for consideration.

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

The City Administrator is authorized to approve change order requests for City Project 2008-18 Public Safety Addition/City Hall Renovation in an amount up to \$15,000.

Adopted by the City Council of Inver Grove Heights this 11th day of May 2009.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Acceptance of Bids and Award of Contract for 2009 Pavement Management Program, City Project No. 2009-09D – South Grove Urban Street Reconstruction Area 4

Meeting Date: May 11, 2009
 Item Type: Regular
 Contact: Steve W. Dodge, 651.450.2541
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director
ST

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

PURPOSE/ACTION REQUESTED

Consider resolution awarding contract for 2009 Pavement Management Program, City Project No. 2009-09D – South Grove Urban Street Reconstruction Area 4.

SUMMARY

Bids were opened at 10:00 a.m. on April 30, 2009 for the subject project. Thirteen contractors submitted bids.

The low base bid of \$2,337,229.24 was submitted by Arcon Construction Co., Inc. Public Works and Parks and Recreation staff reviewed the bid alternates and recommend bid alternate No. 3 (Oakwood Park Parking Lot). Bid alternates No. 1 (Pond Outlet JP-1), No. 2 (Oakwood Park Rain Garden) and No. 4 (Deduct for use of School Property Staging Area) are not recommended. Arcon Construction Co., Inc. was the low bidder of the combination of bid alternate No. 3, in the amount of \$43,400.00, and the base bid for a total bid of \$2,380,629.24. The combined low bid is 23 percent less than the Engineer's Estimate of \$3,100,242.00.

Bid alternate No. 3, Oakwood Park Parking Lot, was designed in-house by the Engineering Division. The parking lot is currently 24 spaces, heavily used and in need of more parking spaces. The existing surface is in need of replacement. In February 2009, the Parks and Recreation Commission reviewed the proposed improvement as part of the potential list of park projects for 2009. The City Council reviewed the list of 2009 park projects at a Work Study Session on February 23rd and provided direction to retain this project. Staff budgeted \$150,000 for the replacement of the Oakwood parking lot in 2009. Oakwood Park is heavily used park for youth athletics, and we have proposed to increase the parking capacity in the parking lot. The newly designed lot is roughly the same size, although modifications are being made at the entrances to allow for increased parking capacity. The new design provides parking for 40 cars. The project is funded from the Park Maintenance and Replacement Fund which has a balance of approximately \$330,000 (Fund 444). Based on the timing of the project, the Parks and Recreation Commission has not reviewed the bids. The Commission was sent this information and voiced support of this project.

I recommend that the City Council adopt the resolution accepting the bids and awarding the base bid plus alternate No. 3 contract for City Project No. 2009-09D – South Grove Urban Street Reconstruction Area 4 to Arcon Construction Co., Inc. in the total bid amount of \$2,380,629.24.

SWD/kf
 Attachments: Resolution
 May 5, 2009 letter from Kimley-Horn & Associates, Inc.

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

RESOLUTION ACCEPTING BIDS AND AWARDING CONTRACT FOR 2009 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2009-09D – SOUTH GROVE URBAN STREET RECONSTRUCTION AREA 4 TO ARCON CONSTRUCTION CO., INC. IN THE AMOUNT OF \$2,380,629.24

RESOLUTION NO. _____

WHEREAS, pursuant to an advertisement for bids for the 2009 Pavement Management Program, City Project 2009-09D – South Grove Urban Street Reconstruction Area 4, bids were received, opened, read aloud, and tabulated according to law. The following bids were received complying with the advertisement, acknowledgement of receipt of addendum, and submitted a bid bond:

BIDDER	5% BID BOND	BASE BID	ALTERNATE NO. 3	TOTAL BID
Arcon Construction Co., Inc.	Yes	\$2,337,229.24	\$43,400.00	\$2,380,629.24
Valley Paving, Inc.	Yes	\$2,363,326.05	\$45,700.00	\$2,409,026.05
Nodland Construction Co., Inc.	Yes	\$2,364,599.95	\$49,000.00	\$2,413,599.95
Burschville Construction, Inc.	Yes	\$2,409,173.88	\$49,650.00	\$2,458,823.88
Friedges Contracting Co.	Yes	\$2,427,417.90	\$61,500.00	\$2,488,917.90
Ace Blacktop, Inc.	Yes	\$2,447,622.68	\$53,528.00	\$2,501,150.68
Danner, Inc.	Yes	\$2,488,222.80	\$44,924.00	\$2,533,146.80
Max Steininger, Inc.	Yes	\$2,505,455.37	\$44,746.86	\$2,550,202.23
Ryan Contracting Co.	Yes	\$2,536,515.70	\$58,000.00	\$2,594,515.70
S. R. Weidema, Inc.	Yes	\$2,618,568.95	\$32,817.00	\$2,651,385.95
McNamara Contracting, Inc.	Yes	\$2,718,085.16	\$60,840.00	\$2,778,925.16
Northdale Construction Co., Inc.	Yes	\$2,945,898.53	\$55,000.00	\$3,000,898.53
Park Construction Co.	Yes	\$2,985,584.71	\$42,000.00	\$3,027,584.71

WHEREAS, Arcon Construction Co., Inc. is the lowest responsible bidder.

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with Arcon Construction Co., Inc. in the name of the City of Inver Grove Heights, for the 2009 Pavement Management Program, City Project 2009-09D, South Grove Urban Street Reconstruction Area 4, according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposit of the successful bidder and the next lowest bidder shall be retained until the contract has been signed.
3. 2009 Pavement Management Program, City Project No. 2009-0D – South Grove Urban Street Reconstruction Area 4 shall be funded through special assessments to the benefiting properties, Municipal State Aid funds, the Water Fund, the Sewer Fund, the Pavement Management Fund, and the Park Maintenance and Replacement Fund.

Adopted by the City Council of Inver Grove Heights this 11th day of May 2009.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk



Kimley-Horn
and Associates, Inc.

May 5, 2009

Mr. Steve Dodge, P.E.
Assistant City Engineer
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

■
Suite 345N
2550 University Avenue West
St. Paul, Minnesota
55114

Re: Summary of Bids
South Grove Street Reconstruction Area 4
City Project 2009-09D

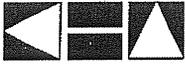
Dear Mr. Dodge:

At 10:00 a.m. on Thursday, April 30, 2009 bids were received and opened for the above-referenced project. Bids were received from thirteen (13) contractors and are as follows:

<u>Contractor</u>	<u>Base Bid</u>
Arcon Construction Co., Inc.	\$ 2,337,229.24
Valley Paving, Inc.	\$ 2,363,326.05
Nodland Construction Co., Inc.	\$ 2,364,599.95
Burschville Construction, Inc.	\$ 2,409,173.88
Freidges Contracting Co.	\$ 2,427,417.90
Ace Blacktop, Inc.	\$ 2,447,622.68
Danner, Inc.	\$ 2,488,222.80
Max Steininger, Inc.	\$ 2,505,455.37
Ryan Contracting Co.	\$ 2,536,515.70
S.R. Weidema, Inc.	\$ 2,618,568.95
McNamara Contracting, Inc.	\$ 2,718,085.16
Northdale Construction Co., Inc.	\$ 2,945,898.53
Park Construction Co.	\$ 2,985,584.71

All bids were submitted with proper guarantees in the amount of five percent (5%) of the total bid as required by the Project Manual. All bids acknowledged the one (1) addendum that was issued for the project.

Arcon Construction Co., Inc. was announced as the low bidder with a base bid of \$2,337,229.24. A copy of the bid tabulation for the project is enclosed for your information. There were several minor errors found in the bids which did not affect the bidding order. All bid amounts shown on this letter and the attached bid tabulations are the corrected bid amounts.



The plans and specifications also contained the four bid alternates listed below.

- Bid Alternate 1 – Pond Outlet
As recommended in the feasibility study, this alternate was to provide an outlet to the existing storm water pond located west of Clayton Avenue and connect to existing storm sewer east.

- Bid Alternate 2 – Oakwood Park Rain Garden
- Bid Alternate 3 – Oakwood Park Parking Lot
These bid alternates included possible improvements to Oakwood Park for which the Parks and Recreation Department wanted to obtain bid prices.

- Bid Alternate 4 – School District Property Staging Area
The purpose of this bid alternate deduct was to gauge the value of providing the contractor a staging area on Independent School District 199 property, which is in the immediate project area, in lieu of using Dehrer Park or the South St. Paul Airport. As you can see from the attached tabulation, the greatest value that a contractor placed on this alternate was \$15,000 which is significantly less than the amount the city would have to pay the school district to use this property. Therefore, it was not necessary to consider awarding this alternate.

Contractors were made aware that the project would either be awarded on the base bid amount or the base bid plus any combination of the bid alternates.

Per conversations with city staff, their preferred option is to award the base bid plus bid alternate 3. The bid amounts for this combined bid (base bid plus bid alternate 3) are as follows:

<u>Contractor</u>	<u>Combined Bid</u>
Arcon Construction Co., Inc.	\$ 2,380,629.24
Valley Paving, Inc.	\$ 2,409,026.05
Nodland Construction, Inc.	\$ 2,413,599.95
Burschville Construction, Inc.	\$ 2,458,823.88
Freidges Contracting, Co.	\$ 2,488,917.90
Ace Blacktop, Inc.	\$ 2,501,150.68
Danner, Inc.	\$ 2,533,146.80
Max Steininger, Inc.	\$ 2,550,202.23
Ryan Contracting Co.	\$ 2,594,515.70
S.R. Weidema Inc.	\$ 2,651,385.95
McNamara Contracting, Inc.	\$ 2,778,925.16
Northdale Construction Co., Inc.	\$ 3,000,898.53



Kimley-Horn
and Associates, Inc.

Mr. Steve Dodge, P.E.

May 5, 2009

Page 3 of 3

Park Construction Co.

\$ 3,027,584.71

Arcon Construction Company, Inc. was the low bidder of the combined bid, with a combined bid of \$2,380,629.24. This combined low bid is \$719,612.76 or 23% less than the Engineer's Estimate of \$3,100,242.00.

With the understanding that the City staff recommendation is for the Council to award the project to the low bidder of the base bid plus bid alternate 3, and our review and tabulation of the bids received for this project, Arcon Construction Company, Inc. is the responsible low bidder for the project.

We have included a breakdown of the project costs in the Statement of Estimate Quantities format based on Arcon Construction's combined bid. Please let us know if you need anything else.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in cursive script that reads "Tracy Gillis".

Tracy Gillis, EIT

Enclosure: Bid Tabulation
Project Costs – SEQ Format

cc: Scott Thureen, P.E./City of Inver Grove Heights
File 1605090013.3/2.1



Contract: CP 2009-09D
 Owner: City of Inver Grove Heights
 Project: South Grove Street Reconstruction Area 4
 KHA Job No: 160509013

BID TABULATIONS

Item No.	MUDOT No.	Item Description	Unit	Contract Quantity	Engineer's Estimate		Arcon Construction Co., Inc		Valley Paving, Inc.		Nofind Construction Co., Inc.	
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	2021.501	MOBILIZATION	LUMP SUM	1	\$ 146,500.00	\$ 146,500.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 55,000.00	\$ 55,000.00
2	2031.501	FIELD OFFICE	EACH	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00
3	2101.501	CLEARING	ACRE	1	\$ 1,600.00	\$ 1,600.00	\$ 1,750.00	\$ 1,750.00	\$ 2,470.00	\$ 2,470.00	\$ 1,750.00	\$ 1,750.00
4	2101.502	CLEARING	TREE	9	\$ 500.00	\$ 4,500.00	\$ 350.00	\$ 3,150.00	\$ 125.50	\$ 1,129.50	\$ 350.00	\$ 3,150.00
5	2101.506	GRUBBING	ACRE	1	\$ 1,600.00	\$ 1,600.00	\$ 1,750.00	\$ 1,750.00	\$ 2,470.00	\$ 2,470.00	\$ 1,750.00	\$ 1,750.00
6	2101.507	GRUBBING	TREE	9	\$ 500.00	\$ 4,500.00	\$ 25.00	\$ 225.00	\$ 125.50	\$ 1,129.50	\$ 350.00	\$ 3,150.00
7	2104.501	REMOVE EXISTING CURB AND GUTTER	LIN FT	18,500	\$ 2.00	\$ 37,000.00	\$ 1.20	\$ 22,200.00	\$ 1.60	\$ 29,600.00	\$ 1.20	\$ 22,200.00
8	2104.503	REMOVE BITUMINOUS TRAIL	SQ FT	7,650	\$ 2.00	\$ 15,300.00	\$ 0.15	\$ 1,147.50	\$ 0.56	\$ 4,284.00	\$ 0.15	\$ 1,147.50
9	2104.503	REMOVE CONCRETE WALK	SQ FT	10,200	\$ 2.00	\$ 20,400.00	\$ 0.30	\$ 3,060.00	\$ 0.87	\$ 8,874.00	\$ 0.30	\$ 3,060.00
10	2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	1,770	\$ 2.50	\$ 4,425.00	\$ 3.30	\$ 5,841.00	\$ 2.65	\$ 4,690.50	\$ 3.30	\$ 5,841.00
11	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	1,050	\$ 8.00	\$ 8,400.00	\$ 4.55	\$ 4,777.50	\$ 8.30	\$ 8,715.00	\$ 4.55	\$ 4,777.50
12	2104.507	REMOVE RIPRAP	CU YD	30	\$ 15.00	\$ 450.00	\$ 4.90	\$ 147.00	\$ 21.00	\$ 630.00	\$ 4.90	\$ 147.00
13	2104.618	SALVAGE DRIVEWAY PAVERS	SQ FT	80	\$ 3.00	\$ 240.00	\$ 5.00	\$ 400.00	\$ 1.25	\$ 100.00	\$ 6.25	\$ 500.00
14	2105.501	COMMON EXCAVATION (P)	CU YD	30,374	\$ 8.00	\$ 242,992.00	\$ 6.70	\$ 203,505.80	\$ 8.50	\$ 258,179.00	\$ 6.70	\$ 203,505.80
15	2105.507	SUBGRADE EXCAVATION (CV)	CU YD	3,650	\$ 8.00	\$ 29,200.00	\$ 4.95	\$ 18,067.50	\$ 8.25	\$ 30,112.50	\$ 4.95	\$ 18,067.50
16	2105.522	SELECT GRANULAR BORROW (CV)	CU YD	22,850	\$ 12.00	\$ 270,600.00	\$ 5.35	\$ 120,642.50	\$ 5.95	\$ 134,172.50	\$ 5.35	\$ 120,642.50
17	2105.525	SELECT TOPSOIL BORROW (LV)	CU YD	2,500	\$ 15.00	\$ 37,500.00	\$ 9.55	\$ 23,875.00	\$ 17.80	\$ 44,500.00	\$ 9.55	\$ 23,875.00
18	2105.604	GEOTEXTILE FABRIC TYPE V	SQ YD	8,512	\$ 1.50	\$ 12,768.00	\$ 0.80	\$ 6,809.60	\$ 0.85	\$ 7,235.20	\$ 0.80	\$ 6,809.60
19	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	80	\$ 100.00	\$ 8,000.00	\$ 117.85	\$ 9,412.00	\$ 120.00	\$ 9,600.00	\$ 125.00	\$ 10,000.00
20	2211.501	AGGREGATE BASE, CLASS 5 (100% CRUSHED LIMESTONE)	TON	1,700	\$ 12.00	\$ 20,400.00	\$ 12.45	\$ 21,165.00	\$ 18.60	\$ 31,620.00	\$ 12.45	\$ 21,165.00
21	2211.501	AGGREGATE BASE, CLASS 7	TON	8,150	\$ 10.00	\$ 81,500.00	\$ 8.00	\$ 65,200.00	\$ 8.85	\$ 72,127.50	\$ 8.00	\$ 65,200.00
22	2232.604	MILL BITUMINOUS SURFACE (2") - SPECIAL	SQ YD	485	\$ 5.00	\$ 2,425.00	\$ 3.75	\$ 1,706.25	\$ 7.55	\$ 3,635.25	\$ 3.75	\$ 1,706.25
23	2331.604	BITUMINOUS PAVEMENT RECLAMATION	SQ YD	39,850	\$ 2.50	\$ 99,625.00	\$ 2.85	\$ 113,572.50	\$ 1.70	\$ 67,745.00	\$ 3.50	\$ 139,475.00
24	2340.608	TYPE 41A WEARING COURSE 2.5" THICK-DRIVEWAY	SQ YD	2,750	\$ 25.00	\$ 68,750.00	\$ 13.65	\$ 37,537.50	\$ 13.00	\$ 35,750.00	\$ 13.65	\$ 37,537.50
25	2350.501	TYPE MV4 WEARING COURSE (B)	TON	4,295	\$ 55.00	\$ 236,225.00	\$ 46.00	\$ 197,570.00	\$ 50.70	\$ 217,766.50	\$ 46.00	\$ 197,570.00
26	2350.502	TYPE LV3 NON-WEARING COURSE (B)	TON	5,125	\$ 55.00	\$ 281,875.00	\$ 43.00	\$ 220,375.00	\$ 43.00	\$ 220,375.00	\$ 43.00	\$ 220,375.00
27	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	2,310	\$ 2.00	\$ 4,620.00	\$ 3.00	\$ 6,930.00	\$ 2.50	\$ 5,775.00	\$ 3.00	\$ 6,930.00
28	2411.607	HIGH EARLY STRENGTH CONCRETE	CU YD	60	\$ 5.00	\$ 300.00	\$ 112.00	\$ 6,720.00	\$ 30.40	\$ 1,824.00	\$ 112.00	\$ 6,720.00

Item No.	No.	Item Description	Unit	Quantity	Engineer's Estimate Unit Price	Amount	Arcon Construction Co., Inc. Unit Price	Amount	Valley Paving, Inc. Unit Price	Amount	Nedland Construction Co., Inc. Unit Price	Amount
29	2521.501	4" CONCRETE WALK	SQ FT	10,200	4.00	\$ 40,800.00	2.85	\$ 27,030.00	2.88	\$ 29,376.00	3.45	\$ 35,190.00
30	2521.618	CONCRETE STEPS	SQ FT	75	8.00	\$ 600.00	34.00	\$ 2,550.00	48.60	\$ 3,645.00	34.00	\$ 2,550.00
31	2531.501	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	18,500	10.00	\$ 185,000.00	10.75	\$ 198,875.00	9.06	\$ 167,610.00	10.75	\$ 198,875.00
32	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	1,000	40.00	\$ 40,000.00	33.30	\$ 33,300.00	34.42	\$ 34,420.00	35.30	\$ 35,300.00
33	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	50	50.00	\$ 2,500.00	43.65	\$ 2,182.50	40.48	\$ 2,024.00	43.65	\$ 2,182.50
34	2531.602	PEDESTRIAN CURB RAMP	EACH	30	500.00	\$ 15,000.00	400.00	\$ 12,000.00	342.00	\$ 10,260.00	400.00	\$ 12,000.00
35	2531.603	CONCRETE CURB AND GUTTER DESIGN B618 (HAND POUR)	LIN FT	400	15.00	\$ 6,000.00	18.50	\$ 7,400.00	16.50	\$ 6,600.00	18.50	\$ 7,400.00
36	2531.603	CONCRETE VALLEY GUTTER	LIN FT	375	5.00	\$ 1,875.00	17.95	\$ 6,731.25	16.20	\$ 6,075.00	17.95	\$ 6,731.25
37	2531.618	CONCRETE WING APRON	SQ FT	1,000	5.00	\$ 5,000.00	4.85	\$ 4,850.00	8.10	\$ 8,100.00	4.85	\$ 4,850.00
38	2540.001	MAILBOX MAINTENANCE	LUMP SUM	1	2,500.00	\$ 2,500.00	4,900.00	\$ 4,900.00	3,000.00	\$ 3,000.00	4,900.00	\$ 4,900.00
39	2540.618	INSTALL SALVAGED DRIVEWAY PAVERS	SQ FT	80	5.00	\$ 400.00	15.00	\$ 1,200.00	8.50	\$ 680.00	10.00	\$ 800.00
40	2563.601	TRAFFIC CONTROL	LUMP SUM	1	10,000.00	\$ 10,000.00	3,950.00	\$ 3,950.00	4,210.00	\$ 4,210.00	3,950.00	\$ 3,950.00
41	2564.602	SALVAGE AND REINSTALL SIGN	EACH	46	100.00	\$ 4,600.00	75.00	\$ 3,450.00	91.00	\$ 4,186.00	75.00	\$ 3,450.00
42	2564.618	CONSTRUCTION SIGNS - SPECIAL	SQ FT	100	30.00	\$ 3,000.00	10.00	\$ 1,000.00	10.10	\$ 1,010.00	10.00	\$ 1,000.00
43	2572.505	PRUNE TREES	TON	50	50.00	\$ 2,500.00	198.00	\$ 9,900.00	150.00	\$ 7,500.00	75.00	\$ 3,750.00
44	2573.502	SILT FENCE, TYPE MACHINE SLICED	LIN FT	500	2.50	\$ 1,250.00	3.00	\$ 1,500.00	1.77	\$ 885.00	1.75	\$ 875.00
45	2573.502	STORM DRAIN INLET PROTECTION	EACH	100	350.00	\$ 35,000.00	100.00	\$ 10,000.00	50.00	\$ 5,000.00	1.00	\$ 100.00
46	2573.505	FLOTATION SILT CURTAIN, TYPE WORK AREA	LIN FT	150	10.00	\$ 1,500.00	15.00	\$ 2,250.00	12.90	\$ 1,935.00	12.75	\$ 1,912.50
47	2575.505	SODDING, TYPE LAWN	SQ YD	20,000	4.00	\$ 80,000.00	2.00	\$ 40,000.00	2.28	\$ 45,600.00	2.25	\$ 45,000.00
48	2575.511	MULCH	TON	1	300.00	\$ 300.00	200.00	\$ 200.00	355.00	\$ 355.00	350.00	\$ 350.00
49	2575.511	TEMPORARY MULCH	TON	1	300.00	\$ 300.00	200.00	\$ 200.00	228.00	\$ 228.00	225.00	\$ 225.00
50	2575.523	EROSION CONTROL BLANKETS, CATEGORY 3	SQ YD	1,000	4.00	\$ 4,000.00	1.15	\$ 1,150.00	1.27	\$ 1,270.00	1.25	\$ 1,250.00
51	2575.555	RESTORATION OF STAGING AREA	LUMP SUM	1	5,000.00	\$ 5,000.00	1,750.00	\$ 1,750.00	2,000.00	\$ 2,000.00	975.00	\$ 975.00
52	2575.605	SEEDING, MNDOT SEED MIX 325	ACRE	1	1,500.00	\$ 1,500.00	2,600.00	\$ 2,600.00	658.00	\$ 658.00	650.00	\$ 650.00
53	2582.502	4" DOUBLE SOLID LINE YELLOW-PAINT	LIN FT	1,600	1.00	\$ 1,600.00	0.40	\$ 640.00	0.50	\$ 800.00	0.40	\$ 640.00
54	2582.503	CROSSWALK MARKING-PAINT	SQ FT	2,500	2.00	\$ 5,000.00	0.95	\$ 2,375.00	2.00	\$ 5,000.00	0.95	\$ 2,375.00
Schedule A Subtotal:												
					\$ 2,106,770.00	\$ 1,529,520.40	\$ 1,601,726.95	\$ 1,567,333.40				
Schedule B												
Description: Storm Sewer Improvements												
Item No.	No.	Item Description	Unit	Quantity	Engineer's Estimate Unit Price	Amount	Arcon Construction Co., Inc. Unit Price	Amount	Valley Paving, Inc. Unit Price	Amount	Nedland Construction Co., Inc. Unit Price	Amount
1	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	1,799	8.00	\$ 14,392.00	9.60	\$ 17,270.40	6.53	\$ 11,747.47	5.00	\$ 8,995.00
2	2104.509	REMOVE MANHOLE OR CATCH BASIN	EACH	29	500.00	\$ 14,500.00	270.00	\$ 7,830.00	316.80	\$ 9,245.20	400.00	\$ 11,600.00
3	2104.523	REMOVE CASTING AND RINGS	EACH	31	500.00	\$ 15,500.00	125.00	\$ 3,875.00	25.00	\$ 775.00	50.00	\$ 1,550.00
4	2104.603	ABANDON PIPE SEWER (STORM)	LIN FT	323	7.00	\$ 2,261.00	8.00	\$ 2,584.00	10.50	\$ 3,391.50	8.85	\$ 2,858.55
5	2501.602	30" RC PIPE APRON AND TRASH GUARD	EACH	1	1,500.00	\$ 1,500.00	1,132.00	\$ 1,132.00	1,232.00	\$ 1,232.00	1,750.00	\$ 1,750.00

Item No.	No.	Item Description	Unit	Quantity	Engineer's Estimate Unit Price	Amount	Arcon Construction Co., Inc. Unit Price	Amount	Valley Paving, Inc. Unit Price	Amount	Nedland Construction Co., Inc. Unit Price	Amount
6	2501.602	35" RC PIPE APRON AND TRASH GUARD	EACH	1	\$ 2,000.00	\$ 2,000.00	\$ 1,530.00	\$ 1,530.00	\$ 1,424.00	\$ 1,424.00	\$ 2,350.00	\$ 2,350.00
7	2502.541	4" PERF PVC PIPE DRAIN	LIN FT	360	\$ 8.00	\$ 2,880.00	\$ 9.80	\$ 3,528.00	\$ 13.40	\$ 4,824.00	\$ 10.00	\$ 3,600.00
8	2503.541	8" PVC PIPE SEWER DESIGN C900 DR18	LIN FT	12	\$ 20.00	\$ 240.00	\$ 35.29	\$ 423.48	\$ 21.15	\$ 253.80	\$ 24.00	\$ 288.00
9	2503.541	15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	2,837	\$ 28.00	\$ 79,436.00	\$ 23.48	\$ 66,512.76	\$ 20.85	\$ 58,584.05	\$ 24.00	\$ 68,088.00
10	2503.541	18" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	961	\$ 30.00	\$ 28,830.00	\$ 24.80	\$ 23,832.80	\$ 21.75	\$ 20,901.75	\$ 25.00	\$ 24,025.00
11	2503.541	21" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	709	\$ 34.00	\$ 24,106.00	\$ 27.13	\$ 19,235.17	\$ 24.30	\$ 17,228.70	\$ 28.00	\$ 19,852.00
12	2503.541	24" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	759	\$ 46.00	\$ 30,360.00	\$ 28.84	\$ 21,889.56	\$ 26.65	\$ 20,227.35	\$ 30.00	\$ 22,770.00
13	2503.541	27" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	115	\$ 45.00	\$ 5,175.00	\$ 54.08	\$ 6,219.20	\$ 49.75	\$ 5,721.25	\$ 65.00	\$ 7,495.00
14	2503.541	30" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	526	\$ 50.00	\$ 26,300.00	\$ 49.91	\$ 26,252.66	\$ 43.93	\$ 23,107.18	\$ 54.00	\$ 28,404.00
15	2503.541	36" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	516	\$ 65.00	\$ 33,540.00	\$ 53.07	\$ 27,384.12	\$ 50.95	\$ 26,290.20	\$ 65.00	\$ 33,540.00
16	2503.602	CONSTRUCT BULKHEAD (STORM SEWER)	EACH	2	\$ 500.00	\$ 1,000.00	\$ 230.00	\$ 460.00	\$ 203.00	\$ 406.00	\$ 500.00	\$ 1,000.00
17	2503.602	FURNISH AND INSTALL EXTERNAL MANHOLE CHIMNEY SEAL	EACH	31	\$ 300.00	\$ 9,300.00	\$ 225.00	\$ 6,975.00	\$ 328.00	\$ 10,168.00	\$ 175.00	\$ 5,425.00
18	2506.502	CONSTRUCT DRAINAGE STRUCTURE 2'x3' CB	EACH	31	\$ 1,500.00	\$ 46,500.00	\$ 1,230.00	\$ 38,130.00	\$ 1,116.25	\$ 34,603.75	\$ 1,000.00	\$ 31,000.00
19	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	EACH	29	\$ 2,000.00	\$ 58,000.00	\$ 1,500.00	\$ 43,500.00	\$ 1,357.15	\$ 39,357.35	\$ 1,400.00	\$ 40,600.00
20	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 54-4020	EACH	8	\$ 2,400.00	\$ 19,200.00	\$ 1,865.00	\$ 14,920.00	\$ 2,179.00	\$ 17,432.00	\$ 2,750.00	\$ 22,000.00
21	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	EACH	3	\$ 2,500.00	\$ 7,500.00	\$ 2,040.00	\$ 6,120.00	\$ 2,156.00	\$ 6,488.00	\$ 2,500.00	\$ 7,500.00
22	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 66-4020	EACH	2	\$ 2,600.00	\$ 5,200.00	\$ 2,420.00	\$ 4,840.00	\$ 2,513.00	\$ 5,026.00	\$ 3,000.00	\$ 6,000.00
23	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020	EACH	1	\$ 2,800.00	\$ 2,800.00	\$ 2,860.00	\$ 2,860.00	\$ 2,870.00	\$ 2,870.00	\$ 3,250.00	\$ 3,250.00
24	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 84-4020	EACH	1	\$ 3,000.00	\$ 3,000.00	\$ 3,690.00	\$ 3,690.00	\$ 3,675.00	\$ 3,675.00	\$ 4,000.00	\$ 4,000.00
25	2506.522	ADJUST FRAME & RING CASTING (STORM SEWER)	EACH	14	\$ 500.00	\$ 7,000.00	\$ 235.00	\$ 3,290.00	\$ 225.00	\$ 3,150.00	\$ 350.00	\$ 4,900.00
26	2506.602	CONNECT TO EXISTING STORM SEWER	EACH	15	\$ 1,000.00	\$ 15,000.00	\$ 350.00	\$ 5,250.00	\$ 455.50	\$ 6,832.50	\$ 500.00	\$ 7,500.00
27	2506.602	CONSTRUCT DRAINAGE CASTING R-3165	EACH	1	\$ 1,500.00	\$ 1,500.00	\$ 1,600.00	\$ 1,600.00	\$ 1,371.00	\$ 1,371.00	\$ 1,000.00	\$ 1,000.00
28	2506.602	OUTLET CONTROL STRUCTURE	EACH	1	\$ 5,000.00	\$ 5,000.00	\$ 2,820.00	\$ 2,820.00	\$ 4,185.00	\$ 4,185.00	\$ 4,500.00	\$ 4,500.00
29	2506.602	RECONSTRUCT DRAINAGE STRUCTURE SPECIAL	EACH	5	\$ 1,000.00	\$ 5,000.00	\$ 2,300.00	\$ 1,150.00	\$ 694.00	\$ 3,470.00	\$ 1,500.00	\$ 7,500.00
30	2511.501	RANDOM RIPRAP, CLASS IV	CU YD	55	\$ 90.00	\$ 4,950.00	\$ 86.00	\$ 4,730.00	\$ 99.75	\$ 5,466.25	\$ 75.00	\$ 4,125.00
Schedule B Subtotal:						\$ 471,970.00		\$ 369,964.15		\$ 349,454.30		\$ 387,215.55
Schedule C												
Description: Watermain Improvements												
Item No.	No.	Item Description	Unit	Quantity	Engineer's Estimate Unit Price	Amount	Arcon Construction Co., Inc. Unit Price	Amount	Valley Paving, Inc. Unit Price	Amount	Nedland Construction Co., Inc. Unit Price	Amount
1	2103.507	DISCONNECT WATER SERVICE	EACH	15	\$ 500.00	\$ 7,500.00	\$ 240.00	\$ 3,600.00	\$ 126.50	\$ 1,897.50	\$ 100.00	\$ 1,500.00
2	2104.501	REMOVE WATERMAIN	LIN FT	3,000	\$ 8.00	\$ 24,000.00	\$ 1.20	\$ 3,600.00	\$ 3.80	\$ 11,400.00	\$ 5.00	\$ 15,000.00
3	2104.509	REMOVE CROSS/TEE	EACH	6	\$ 500.00	\$ 3,000.00	\$ 300.00	\$ 1,800.00	\$ 50.60	\$ 303.60	\$ 350.00	\$ 2,100.00
4	2104.509	REMOVE GATE VALVE BOX	EACH	4	\$ 500.00	\$ 2,000.00	\$ 96.00	\$ 384.00	\$ 75.90	\$ 303.60	\$ 350.00	\$ 1,400.00
5	2104.509	REMOVE HYDRANT AND GATE VALVE	EACH	17	\$ 750.00	\$ 12,750.00	\$ 300.00	\$ 5,100.00	\$ 237.80	\$ 4,042.60	\$ 1,000.00	\$ 17,000.00
6	2104.509	REMOVE VALVE	EACH	14	\$ 500.00	\$ 7,000.00	\$ 120.00	\$ 1,680.00	\$ 126.50	\$ 1,771.00	\$ 1,000.00	\$ 14,000.00

7	2104.523	SALVAGE HYDRANT & VALVE	EACH	2	\$ 500.00	\$ 1,000.00	\$ 300.00	\$ 600.00	\$ 237.85	\$ 475.70	\$ 1,000.00	\$ 2,000.00
8	2504.502	HYDRANT	EACH	7	\$ 3,000.00	\$ 21,000.00	\$ 2,750.00	\$ 19,250.00	\$ 2,652.00	\$ 18,584.00	\$ 2,500.00	\$ 17,500.00
9	2504.501	TEMPORARY WATER SERVICE	LUMP SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 0.01	\$ 0.01	\$ 7,440.00	\$ 7,440.00	\$ 5,000.00	\$ 5,000.00
10	2504.602	1" CORPORATION STOP	EACH	40	\$ 100.00	\$ 4,000.00	\$ 138.00	\$ 5,520.00	\$ 87.80	\$ 3,516.00	\$ 75.00	\$ 3,000.00
11	2504.602	6" GATE VALVE AND BOX	EACH	24	\$ 1,000.00	\$ 24,000.00	\$ 1,185.00	\$ 28,440.00	\$ 935.00	\$ 22,440.00	\$ 950.00	\$ 22,800.00
12	2504.602	6" WATERMAIN PLUG-DUCTILE IRON	EACH	1	\$ 500.00	\$ 500.00	\$ 110.00	\$ 110.00	\$ 279.00	\$ 279.00	\$ 50.00	\$ 50.00
13	2504.602	8" GATE VALVE & BOX	EACH	13	\$ 1,200.00	\$ 15,600.00	\$ 1,630.00	\$ 21,180.00	\$ 1,242.50	\$ 16,162.50	\$ 1,300.00	\$ 16,900.00
14	2504.602	CONNECT TO EXISTING WATERMAIN	EACH	18	\$ 1,000.00	\$ 18,000.00	\$ 1,290.00	\$ 23,220.00	\$ 1,723.00	\$ 31,014.00	\$ 750.00	\$ 13,500.00
15	2504.602	CONSTRUCT BULKHEAD (WATERMAIN)	EACH	26	\$ 250.00	\$ 6,500.00	\$ 135.00	\$ 3,510.00	\$ 151.80	\$ 3,946.80	\$ 250.00	\$ 6,500.00
16	2504.602	CURB STOP AND BOX	EACH	40	\$ 300.00	\$ 12,000.00	\$ 250.00	\$ 9,200.00	\$ 181.00	\$ 7,240.00	\$ 200.00	\$ 8,000.00
17	2504.602	CUT IN 6" GATE VALVE	EACH	2	\$ 2,000.00	\$ 4,000.00	\$ 1,800.00	\$ 3,600.00	\$ 5,945.00	\$ 11,890.00	\$ 2,250.00	\$ 4,500.00
18	2504.602	CUT IN 16" BUTTERFLY VALVE	EACH	1	\$ 2,500.00	\$ 2,500.00	\$ 4,500.00	\$ 4,500.00	\$ 7,460.00	\$ 7,460.00	\$ 3,500.00	\$ 3,500.00
19	2504.602	CUT IN 20" BUTTERFLY VALVE	EACH	1	\$ 3,000.00	\$ 3,000.00	\$ 8,050.00	\$ 8,050.00	\$ 9,000.00	\$ 9,000.00	\$ 4,750.00	\$ 4,750.00
20	2504.602	HYDRANT AND GATE VALVE	EACH	10	\$ 3,500.00	\$ 35,000.00	\$ 3,720.00	\$ 37,200.00	\$ 3,520.00	\$ 35,200.00	\$ 3,250.00	\$ 32,500.00
21	2504.602	INSTALL SALVAGED HYDRANT & NEW GATE VALVE	EACH	2	\$ 500.00	\$ 1,000.00	\$ 690.00	\$ 1,380.00	\$ 1,490.00	\$ 2,980.00	\$ 750.00	\$ 1,500.00
22	2504.602	RECONNECT WATER SERVICE	EACH	15	\$ 500.00	\$ 7,500.00	\$ 250.00	\$ 4,350.00	\$ 155.00	\$ 2,325.00	\$ 500.00	\$ 7,500.00
23	2504.602	RELOCATE 6" GATE VALVE	EACH	1	\$ 1,000.00	\$ 1,000.00	\$ 640.00	\$ 640.00	\$ 450.00	\$ 450.00	\$ 1,250.00	\$ 1,250.00
24	2504.602	WATERMAIN OFFSET	EACH	12	\$ 2,500.00	\$ 30,000.00	\$ 2,650.00	\$ 31,800.00	\$ 2,133.00	\$ 25,596.00	\$ 1,000.00	\$ 12,000.00
25	2504.603	1" TYPE K COPPER PIPE	LIN FT	1,200	\$ 25.00	\$ 30,000.00	\$ 27.23	\$ 32,676.00	\$ 19.60	\$ 23,520.00	\$ 16.00	\$ 19,200.00
26	2504.603	16" STEEL CASING PIPE (JACKED)	LIN FT	64	\$ 300.00	\$ 19,200.00	\$ 269.00	\$ 17,216.00	\$ 261.30	\$ 16,723.20	\$ 275.00	\$ 17,600.00
27	2504.603	6" WATERMAIN DUCTILE IRON CL 52	LIN FT	224	\$ 30.00	\$ 6,720.00	\$ 29.16	\$ 6,531.84	\$ 23.20	\$ 5,196.80	\$ 26.00	\$ 5,894.00
28	2504.603	8" WATERMAIN DUCTILE IRON CL 52	LIN FT	2,901	\$ 32.00	\$ 92,832.00	\$ 25.84	\$ 74,961.84	\$ 24.50	\$ 71,074.50	\$ 27.00	\$ 78,327.00
29	2504.608	DUCTILE IRON FITTINGS	POUND	2,400	\$ 3.50	\$ 8,400.00	\$ 5.05	\$ 12,120.00	\$ 5.52	\$ 13,248.00	\$ 3.50	\$ 8,400.00
				Schedule C Subtotal:				\$ 405,002.80	\$ 362,229.69	\$ 355,448.80	\$ 343,101.00	
Schedule D												
Description: SANITARY SEWER IMPROVEMENTS												
Item No.	No.	Item Description	Unit	Quantity	Engineer's Estimate Unit Price	Amount	Arcon Construction Co., Inc. Unit Price	Amount	Valley Paving, Inc. Unit Price	Amount	Nodland Construction Co., Inc. Unit Price	Amount
1	2503.602	SANITARY SEWER SERVICE ADJUSTMENT	EACH	5	\$ 1,000.00	\$ 5,000.00	\$ 530.00	\$ 2,650.00	\$ 320.00	\$ 1,600.00	\$ 1,500.00	\$ 7,500.00
2	2506.602	INSTALL NEW RINGS AND CASTING (SANITARY SEWER)	EACH	31	\$ 500.00	\$ 15,500.00	\$ 540.00	\$ 16,740.00	\$ 495.00	\$ 15,345.00	\$ 450.00	\$ 13,950.00
				Schedule D Subtotal:				\$ 20,500.00	\$ 19,390.00	\$ 16,945.00	\$ 21,450.00	
Schedule E												
Description: Allowances												
Item No.	No.	Item Description	Unit	Quantity	Engineer's Estimate Unit Price	Amount	Arcon Construction Co., Inc. Unit Price	Amount	Valley Paving, Inc. Unit Price	Amount	Nodland Construction Co., Inc. Unit Price	Amount
1		DRIVEWAY AND CURB LANDSCAPING	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
2		IRRIGATION SYSTEM REPAIR	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00

3	WATER USAGE ALLOWANCE	LS	1		\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
4	ADDITIONAL STORMWATER MANAGEMENT ALLOWANCE	LS	1		\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Schedule E Subtotal:														
Engineer's Estimate Amount \$ 31,000.00 Unit Price \$ 31,000.00														
Arcon Construction Co., Inc. Amount \$ 25,125.00 Unit Price \$ 25,125.00														
Valley Paving, Inc. Amount \$ 8,750.00 Unit Price \$ 8,750.00														
Nedland Construction Co., Inc. Amount \$ 14,500.00 Unit Price \$ 14,500.00														
Schedule F Subtotal:														
Engineer's Estimate Amount \$ 15,000.00 Unit Price \$ 15,000.00														
Arcon Construction Co., Inc. Amount \$ 4,775.00 Unit Price \$ 4,775.00														
Valley Paving, Inc. Amount \$ 350.00 Unit Price \$ 350.00														
Nedland Construction Co., Inc. Amount \$ 500.00 Unit Price \$ 500.00														
Arcon Construction Co., Inc. Amount \$ 1,392.50 Unit Price \$ 1,392.50														
Valley Paving, Inc. Amount \$ 56.50 Unit Price \$ 56.50														
Nedland Construction Co., Inc. Amount \$ 66,930.00 Unit Price \$ 66,930.00														
Arcon Construction Co., Inc. Amount \$ 7,980.00 Unit Price \$ 7,980.00														
Valley Paving, Inc. Amount \$ 1,836.45 Unit Price \$ 1,836.45														
Nedland Construction Co., Inc. Amount \$ 2,376.00 Unit Price \$ 2,376.00														
Arcon Construction Co., Inc. Amount \$ 8,232.00 Unit Price \$ 8,232.00														
Valley Paving, Inc. Amount \$ 1,750.00 Unit Price \$ 1,750.00														
Nedland Construction Co., Inc. Amount \$ 7,000.00 Unit Price \$ 7,000.00														
Arcon Construction Co., Inc. Amount \$ 1,015.00 Unit Price \$ 1,015.00														
Valley Paving, Inc. Amount \$ 500.00 Unit Price \$ 500.00														
Nedland Construction Co., Inc. Amount \$ 950.00 Unit Price \$ 950.00														
Arcon Construction Co., Inc. Amount \$ 1,000.00 Unit Price \$ 1,000.00														
Valley Paving, Inc. Amount \$ 79,002.45 Unit Price \$ 79,002.45														
Nedland Construction Co., Inc. Amount \$ 86,146.00 Unit Price \$ 86,146.00														
Schedule 1 Subtotal:														
Engineer's Estimate Amount \$ 65,805.00 Unit Price \$ 65,805.00														
Arcon Construction Co., Inc. Amount \$ 47,000.00 Unit Price \$ 47,000.00														
Valley Paving, Inc. Amount \$ 11,125.00 Unit Price \$ 11,125.00														
Nedland Construction Co., Inc. Amount \$ 44,000.00 Unit Price \$ 44,000.00														
Arcon Construction Co., Inc. Amount \$ 47,000.00 Unit Price \$ 47,000.00														
Valley Paving, Inc. Amount \$ 11,125.00 Unit Price \$ 11,125.00														
Nedland Construction Co., Inc. Amount \$ 44,000.00 Unit Price \$ 44,000.00														
Schedule 2 Subtotal:														
Engineer's Estimate Amount \$ 50,000.00 Unit Price \$ 50,000.00														
Arcon Construction Co., Inc. Amount \$ 43,400.00 Unit Price \$ 43,400.00														
Valley Paving, Inc. Amount \$ 45,700.00 Unit Price \$ 45,700.00														
Nedland Construction Co., Inc. Amount \$ 49,000.00 Unit Price \$ 49,000.00														
Arcon Construction Co., Inc. Amount \$ 43,400.00 Unit Price \$ 43,400.00														
Valley Paving, Inc. Amount \$ 45,700.00 Unit Price \$ 45,700.00														
Nedland Construction Co., Inc. Amount \$ 49,000.00 Unit Price \$ 49,000.00														
Schedule 3 Subtotal:														
Engineer's Estimate Amount \$ 50,000.00 Unit Price \$ 50,000.00														
Arcon Construction Co., Inc. Amount \$ 4,000.00 Unit Price \$ 4,000.00														
Valley Paving, Inc. Amount \$ 2,500.00 Unit Price \$ 2,500.00														
Nedland Construction Co., Inc. Amount \$ - Unit Price \$ -														
Arcon Construction Co., Inc. Amount \$ (4,000.00) Unit Price \$ (4,000.00)														
Valley Paving, Inc. Amount \$ (2,500.00) Unit Price \$ (2,500.00)														
Nedland Construction Co., Inc. Amount \$ - Unit Price \$ -														
Schedule 4 Subtotal:														
Engineer's Estimate Amount \$ - Unit Price \$ -														
Arcon Construction Co., Inc. Amount \$ (4,000.00) Unit Price \$ (4,000.00)														
Valley Paving, Inc. Amount \$ (2,500.00) Unit Price \$ (2,500.00)														
Nedland Construction Co., Inc. Amount \$ - Unit Price \$ -														
Arcon Construction Co., Inc. Amount \$ (4,000.00) Unit Price \$ (4,000.00)														
Valley Paving, Inc. Amount \$ (2,500.00) Unit Price \$ (2,500.00)														
Nedland Construction Co., Inc. Amount \$ - Unit Price \$ -														

BID SUMMARY

Contract: CP 2009-09D
 Owner: City of Inver Grove Heights
 Project: South Grove Street Reconstruction Area 4

Schedule	Description	Engineer's Estimate				Arcon Construction Co., Inc				Valley Paving, Inc.				Nedland Construction Co., Inc.			
		Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
A	Street Improvements	\$ 2,106,770.00	\$ 1,528,520.40	\$ 1,601,726.95	\$ 1,567,333.40												
B	Storm Sewer Improvements	\$ 471,970.00	\$ 368,964.15	\$ 349,454.30	\$ 387,215.55												
C	Watermain Improvements	\$ 405,002.00	\$ 382,229.69	\$ 355,449.80	\$ 343,101.00												
D	Sanitary Sewer Improvements	\$ 20,500.00	\$ 19,380.00	\$ 16,945.00	\$ 21,450.00												
E	Allowances	\$ 31,000.00	\$ 31,000.00	\$ 31,000.00	\$ 31,000.00												
F	Rain Garden Preparation	\$ 15,000.00	\$ 25,125.00	\$ 8,750.00	\$ 14,500.00												
Total Base Bid		\$ 3,050,242.00	\$ 2,337,229.24	\$ 2,363,226.05	\$ 2,364,599.95												
BID ALTERNATES																	
1	Pond Outlet	\$ 66,805.00	\$ 75,805.08	\$ 79,802.45	\$ 86,146.00												
2	Oakwood Park Rain Garden	\$ 50,000.00	\$ 47,000.00	\$ 11,125.00	\$ 44,000.00												
3	Oakwood Park Parking Lot	\$ 50,000.00	\$ 43,400.00	\$ 45,700.00	\$ 49,000.00												
4	School District Property Staging Area	\$ -	\$ (4,000.00)	\$ (2,500.00)	\$ -												
Total Bid Alternate		\$ 166,805.00	\$ 162,205.08	\$ 134,127.45	\$ 179,146.00												
Total Base Bid Plus Bid Alternate		\$ 3,217,047.00	\$ 2,499,434.32	\$ 2,497,453.50	\$ 2,543,745.95												

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Accepting the Proposal from American Engineering Testing, Inc. for Geotechnical Testing Services for the 2009 Pavement Management Program – City Project 2009-09D – Urban Street Reconstruction, South Grove Area 4

Meeting Date: May 11, 2009
 Item Type: Regular
 Contact: Steve W. Dodge, 651.450.2541
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

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, Municipal State Aid, Water Fund, Sewer Fund

PURPOSE/ACTION REQUESTED

Consider adopting a resolution accepting proposal from American Engineering Testing, Inc. in the amount of \$26,930 for geotechnical testing services for City Project No. 2009-09D – Urban Street Reconstruction, South Grove Area 4.

SUMMARY

A proposal for geotechnical construction services was requested by Staff for the testing of materials and construction activity of the contractor to include: subgrade compaction, trench compaction, sand/gravel/bituminous/concrete/topsoil materials testing, bituminous density, gravel compaction, and vibratory monitoring of utility construction. A proposal was submitted by American Engineering Testing, Inc. in the amount of \$26,930. The fee also includes geotechnical services for Alternate 3, Oakwood Park Parking Lot.

After discussions with the Council where it was agreed to use the same consultants for the 2009 street reconstruction program that were used for the 2008 program, City staff asked AET to provide a proposal for construction testing services. City staff has reviewed the proposal, work scope, and associated fee and found them comparable to past projects. Based upon these factors, it is recommended that AET, Inc., with their past experience and positive performance on previous South Grove projects, be selected to provide geotechnical services for City Project No. 2009-09D South Grove Urban Street Reconstruction Area 4.

Public Works recommends adoption of the resolution accepting the proposal from American Engineering Testing, Inc. in the amount of \$26,930 for geotechnical testing services for City Project No. 2009-09D – Urban Street Reconstruction, South Grove Area 4.

SWD/kf
 Attachments: Resolution
 Proposal

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION ACCEPTING THE PROPOSAL FROM AMERICAN ENGINEERING TESTING, INC.
FOR GEOTECHNICAL TESTING SERVICES FOR THE 2009 PAVEMENT MANAGEMENT
PROGRAM – CITY PROJECT NO. 2009-09D – URBAN STREET RECONSTRUCTION PROJECT,
SOUTH GROVE AREA 4**

RESOLUTION NO. _____

WHEREAS, as part of the City's 2009 Pavement Management Program, the South Grove Area 4 has been identified for reconstruction starting in 2009; and

WHEREAS, in order to complete the materials testing services in a timely manner; and

WHEREAS, City staff requested a proposal from American Engineering Testing; and

WHEREAS, based on the experience, performance on past South Grove projects, the scope and associated fee for the proposed services, it was decided that American Engineering Testing, Inc. be selected as the geotechnical testing services firm.

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

1. The proposal of American Engineering Testing, Inc. is accepted and staff is authorized to enter into a contract with AET in the amount of \$26,930 for geotechnical testing services for the 2009 Pavement Management Program – City Project No. 2009-09D Urban Street Reconstruction Project South Grove Area 4.

Adopted by the City Council of Inver Grove Heights, Minnesota this 11th day of May 2009.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk



- CONSULTANTS
- ENVIRONMENTAL
- GEOTECHNICAL
- MATERIALS
- FORENSICS

May 5, 2009

City of Inver Grove Heights
Department of Public Works
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Attn: Steve Dodge

RE: Proposal for Materials Testing Services
2009 South Grove Street Reconstruction
Oakwood Park Improvements
City Project 2009-09D
Inver Grove Heights, Minnesota
AET Project No. 20-08835

Dear Mr. Dodge:

Thank you for the opportunity to provide you with this proposal to perform engineering observation and materials testing services for the referenced project. American Engineering Testing, Inc., (AET) is pleased to provide this letter which presents our anticipated scope of services, our unit rates, and an estimated total cost to perform these services. If you have any questions regarding the anticipated work scope or need additional information, please contact me.

Project Information

We understand the proposed construction will consist of utility installation, grading, bituminous surfacing and concrete curbs and sidewalks. A portion of the project is a State Aid project. We anticipate the scope of the majority of the testing for all portions of the project will be controlled by the Mn/DOT Schedule of Materials Control.

Scope of Services

Based on the MN/DOT Schedule of Materials Control and our previous experience with similar projects, our anticipated scope of services is outlined below. The scope of our services will be to perform QA Testing Services as requested by the City of Inver Grove Heights personnel and as outlined in the Schedule of Materials Control, with the exception of the observations and testing at the production plants. For the State Aid portions of the project, the contractor will be required to perform the additional QC testing as outlined in the Schedule of Materials Control. Representatives of the City of Inver Grove Heights should contact the appropriate Mn/DOT personnel prior to start of the project. Mn/Dot will then perform quality testing and observation at the bituminous and concrete production plants. This will result in a considerable cost savings to



the City of Inver Grove Heights and likely a smoother project testing scheduling. If requested, AET can provide the testing and observation at the production plant. If these services are requested, the services will be provided in accordance with the rates indicated on the attached fee schedule.

Soil Observation & Testing

During excavation for construction of the roadway embankments we will perform intermittent trips to the site if requested by the City of Inver Grove Heights. If requested, we will also visit the site to observe test roll operations of the completed roadway subgrades before placement of Class 5 base or Select Granular Borrow. Since the quantities of site visits (if any) is not know at this time, the cost for these services is not included in our cost estimate.

During placement of fill, select granular borrow, or Class 5 base in the pavement areas and backfill in the utility trench excavations, a Grading and Base Engineering Technician will visit the site on a will-call basis to test the fill when requested by the City of Inver Grove Heights. As required by Mn/DOT the QA testing will be performed using sand cone methods and DCP methods. We anticipate that you will also require that additional fill compaction tests (in excess of the minimum tests required by Mn/DOT) be performed during roadway subgrade construction and utility trench backfill placement. These tests will be performed using nuclear density methods. Our services will include the following:

- Compaction tests to evaluate the fill density of Class 5 base, select granular borrow material and embankment or utility trench backfill soils.
- Compaction tests to evaluate the fill density of the aggregate base material using the dynamic cone penetrometer (DCP) method or sand cone density test.
- Standard Proctor tests for every different type of fill used per Mn/DOT testing requirements.
- Sieve analysis tests of select granular fill and Class 5 aggregate base per Mn/DOT testing requirements.

We estimate a total of about 50 trips will be required by the Engineering Technician to perform the compaction testing and materials sampling. Periodic reports will be issued presenting the results of our soil compaction testing.

Concrete Testing

Personnel from AET will perform testing of concrete on a will-call basis, when requested by the City of Inver Grove Heights. These services will be performed by Concrete Field Engineering Technicians. Our services will include the following:

- Test the slump of the plastic concrete.
- Test the air content of the plastic concrete.

- Measure the temperature of the plastic concrete.
- Compare the test results to the requirements of the project specifications.

Any discrepancies from the project specifications will be brought to the attention of the City of Inver Grove Heights and the contractor. Daily field reports of our observations and testing will be available to the Engineer. The results of our tests will be provided in reports that are issued periodically.

During placement of the concrete, our Engineering Technicians will also cast test cylinders for compressive strength testing. Project specifications require that one set be cast for every 100 cubic yards of each type of concrete placed each day, with at least one set cast per day. Each set will consist of four cylinders; one of which will be tested after 7 days and two which will be tested after 28 days. The fourth cylinder will be held in reserve for possible future testing. AET will also pick up the cylinders from the site and return them to our laboratory for testing. The results of our compressive strength testing will be presented as they become available.

We estimate a total of 28 trips will be required by the Engineering Technician I to perform the field testing.

Bituminous Mixture Testing (QA)

Testing will be performed as required by project specifications and requested by the City of Inver Grove Heights. Samples will also be taken by the contractor on a random basis during placement. A split portion of each sample will be delivered to our laboratory for testing. The sample mass will be a minimum of 20,000 grams. The samples will be tested in our laboratory for the following:

- Bulk specific gravity and maximum specific gravity.
- Asphalt extraction and aggregate gradation including percentage of aggregate crushed.

After the completion of each days paving, we can assist the Project Engineer in laying out coring locations for the contractor. The companion cores from each subplot will be returned to our laboratory for testing. We have assumed that about 15 cores will be obtained for testing at our laboratory, although this number may change depending on the contractor's placement schedule. This testing will include the following:

- The thickness of each layer of the core sample.
- The density of each layer of the core sample.
- Determination of the percent of maximum (Gmm) density of each layer of the core sample.

The results of our field and laboratory testing will be presented in a written report at the completion of our services.

City of Inver Grove Heights
AET Project No. 20-08835
May 5, 2009
Page 4 of 5

Estimated Fees

Our services will be provided on a unit cost basis according to the unit rates provided in the attached Fee Schedule tabulation. Our monthly invoices will be determined by multiplying the number of personnel hours or tests by their respective unit rates. We have also estimated a total cost which we anticipate will be required to complete the previously described observations and testing services, based on our past experience with similar projects. Our estimated total cost will be \$25,054.00. As requested, we have also estimated the cost for similar project testing services during improvement work at the Oakwood Park Parking Lot. A fee schedule for this phase is also attached. Our estimated total cost for the Oakwood Park project is \$1,876.00.

We caution that this is only an estimated cost. Often, variations in the overall cost of the services occur due to reasons beyond our control, such as weather delays, changes in the contractor's schedule, unforeseen conditions or retesting of services. These variations will affect the actual invoice totals, either increasing or decreasing our total costs for the project from those estimated in this proposal. If more time or tests are required, additional fees may be needed to complete the project testing services. If less time or tests are needed, a cost savings will be realized.

Terms and Conditions

Our services will be performed per the *Contract Agreement Between the City of Inver Grove Heights and American Engineering Testing, Inc. For Professional Services*, dated May 14, 2003.

Acceptance

This proposal is presented in duplicate. Please indicate your acceptance of this proposal by endorsing the enclosed copy and returning it to us. The original proposal should be kept for your records.

City of Inver Grove Heights
AET Project No. 20-08835
May 5, 2009
Page 5 of 5

General Remarks

If you have any questions regarding this proposal, or if we can be of further assistance, please call me at 651-659-1363.

Sincerely,
American Engineering Testing, Inc.



Gary A. Larson
Senior Engineering Assistant

Attachments:
Fee Schedule Tabulations (two)

PROPOSAL ACCEPTED BY:

Signature: _____

Typed Name: _____

Company: _____

Date: _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Accepting the Proposal from Gorman Surveying, Inc. for Construction Staking Services for the 2009 Pavement Management Program – City Project 2009-09D – South Grove Urban Street Reconstruction Area 4

Meeting Date: May 11, 2009
 Item Type: Regular
 Contact: Steve W. Dodge, 651.450.2541
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SST

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider adopting a resolution accepting proposal from Gorman Surveying, Inc. in the amount of \$21,520.15 for construction staking for City Project No. 2009-09D – South Grove Urban Street Reconstruction Area 4.

SUMMARY

As a part of the 2009 Pavement Management Program, Area 4 of the South Grove neighborhood has been identified for reconstruction in 2009. Due to the amount and complexity of work involved with a reconstruction project of this magnitude, the City Engineering Division is not staffed to perform the work in-house. Gorman Surveying, Inc. has provided a proposal for \$21,520.15 for construction staking which includes the Oakwood Park Parking Lot (Base Bid plus Alternate Bid 3).

After discussions with the City Council where it was agreed to use the same consultants for the 2009 street reconstruction program that were used for the 2008 program, City staff asked Gorman Surveying, Inc. to provide a proposal for construction staking on South Grove reconstruction project. City staff has reviewed the proposal, work scope, and associated fee and found them comparable to past projects. Based upon these factors, it is recommended that Gorman Surveying, Inc., with their past experience and positive performance on previous South Grove projects, be selected as the surveyor for City Project No. 2009-09D South Grove Urban Street Reconstruction Area 4.

Public Works recommends adoption of the resolution accepting the proposal from Gorman Surveying, Inc. in the amount of \$21,520.15 for construction staking for City Project No. 2009-09D – South Grove Urban Street Reconstruction Area 4.

SWD/kf

Attachments: Resolution
 Proposal

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION ACCEPTING THE PROPOSAL FROM GORMAN SURVEYING, INC. FOR
CONSTRUCTION STAKING FOR THE 2009 PAVEMENT MANAGEMENT PROGRAM – CITY
PROJECT NO. 2009-09D – SOUTH GROVE URBAN STREET RECONSTRUCTION AREA 4**

RESOLUTION NO. _____

WHEREAS, as part of the City's 2009 Pavement Management Program, City Project No. 2009-09D South Grove Urban Street Reconstruction Area 4 has been identified as an improvement project which will start in 2009; and

WHEREAS, in order to complete the surveying in a timely manner;

WHEREAS, City staff requested a proposal from Gorman Surveying, Inc.; and

WHEREAS, based on the experience, positive past performance, scope and associated fee for the proposed services, it was decided that Gorman Surveying, Inc. be selected as the construction surveying firm for the 2009 Pavement Management Program – City Project No. 2009-09D Urban Street Reconstruction South Grove Area 4.

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

1. The proposal of Gorman Surveying, Inc. is accepted and staff is authorized to enter into a contract with Gorman Surveying, Inc. in the amount of \$21,520.15 for construction staking services for the 2009 Pavement Management Program – City Project No. 2009-09D South Grove Urban Street Reconstruction Area 4.

Adopted by the City Council of Inver Grove Heights, Minnesota this 11th day of May 2009.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy Clerk



Gorman Surveying, Inc.

8640 Harriet Ave. So. Suite 102
Bloomington, MN. 55420-2728
www.gormansurveying.com

Phone: 952-346-8300
Fax: 952-346-9110

Survey Proposal Bid Sheet

2009 South Grove Street Reconstruction
Construction Staking – Area 4

May 6, 2009

To: Steve W. Dodge, P.E.
Assistant City Engineer
City of Inver Grove Heights

Project: 2009 South Grove Street Reconstruction
Construction Staking – Area 4
City of Inver Grove Heights (2009-09D)

Gorman Surveying proposes to provide the following construction surveying services for the above project. One set of reference stakes for the following items:

Base Bid: Construction Staking

Storm Sewer Section

- Stake Manholes and Catch Basins (Double Offsets)
- Stake every 25 ft for first 100 ft out of Manholes
- Stake Pipe Length over 100ft at 50ft Intervals

Concrete Curb and Gutter

- Stake Curb Radius, Mid Points and PVI
- Stake One Side of Residential Driveways
- Stake 25ft Intervals for Curve Lengths
- Stake 50ft Intervals for Straight Lengths

78th Street East Watermain

- Stake Hydrants, Gate Valves, Vaults and Bends
- Stake 50ft Intervals for Pipe Length

As-Built Survey upon Completion

- Elevation on top of Hydrants (Level Loop Survey)
- Elevation on Manholes and Catch Basins

Base Bid for Construction Staking.....\$20, 502.65

Alternate 1: Oakwood Park Parking Lot\$1,017.50

NOTE: Addendums have been viewed. Any additional surveying or extra work required due to revisions to the plans or as requested by the contractor will be performed at the following rate:

Field Survey Crew:\$175.00/hour

We trust that this proposal will be of assistance and look forward to working with you.

Dan Gorman, Estimator

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Receiving Feasibility Report and Scheduling Public Hearing for City Project No. 2009-11 – Concord Boulevard Improvement from 65th Street East to the Corporate Boundary with the City of South St. Paul

Meeting Date: May 11, 2009
 Item Type: Regular
 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, Water Fund

PURPOSE/ACTION REQUESTED

Consider a resolution receiving the feasibility report and scheduling a public hearing for City Project No. 2009-11 – Concord Boulevard Improvement from 65th Street East to the Corporate Boundary with the City of South St. Paul.

SUMMARY

Concord Boulevard is proposed to be upgraded by Dakota County from Corcoran Path to I-494 in South St. Paul. The City entered into an agreement with the County for engineering, right-of-way acquisition and highway construction for the third and final phase of the project, located in Inver Grove Heights and South St. Paul in 2008. Plans and specifications are being prepared by Dakota County. The Council authorized the preparation of a feasibility study to identify non-reimbursable City project costs and potential funding sources. The phase of the project for the segment from 65th Street East to the Corporate Boundary with the City of South St. Paul is being bid this summer and will be constructed in 2009 and 2010. This project is included in our current five-year Capital Improvement Program.

Public Works recommends approval of the resolution receiving the feasibility report and scheduling a public hearing on June 8, 2009 for City Project No. 2009-11 – Concord Boulevard (65th Street East to the Corporate Boundary with the City of South St. Paul). An information meeting will be held prior to the public hearing.

SDT/kf

Attachments: Feasibility Report (to be provided in Friday packet)
 Resolution

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

RESOLUTION NO. _____

**RESOLUTION RECEIVING THE FEASIBILITY REPORT AND SCHEDULING A PUBLIC HEARING
FOR CITY PROJECT NO. 2009-11 – CONCORD BOULEVARD IMPROVEMENT FROM 65TH
STREET EAST TO THE CORPORATE BOUNDARY WITH THE CITY OF SOUTH ST PAUL**

WHEREAS, Dakota County and the City of Inver Grove Heights have entered into an agreement to improve Concord Boulevard; and

WHEREAS, Dakota County is the lead agency for these proposed improvements; and

WHEREAS, the improvements are as described below:

<u>Project No.</u>	<u>Improvements</u>
2009-11	Concord Boulevard from 65 th Street East to the Corporate Boundary with the City of South St. Paul

Roadway improvements (bituminous removal, subgrade excavation/correction, grading, granular subgrade, aggregate base, bituminous pavement), concrete curb and gutter removal and replacement, concrete sidewalk installation/replacement/repair, bituminous trail installation, storm sewer, street lighting, sanitary sewer repairs, water main valve and hydrant replacements, appurtenances and restoration.

WHEREAS, a feasibility report has been prepared by the Public Works Director with reference to City Project No. 2009-11 – Concord Boulevard Improvement from 65th Street East to the Corporate Boundary with the City of South St. Paul

Said report is hereby received by the City Council of the City of Inver Grove Heights on May 11, 2009.

1. The City Council will consider the above-mentioned improvements in accordance with the report and assess, or tax, the abutting properties for all or a portion of the cost of the improvements, pursuant to Chapter 429 of the Minnesota Statutes at an estimated City cost of \$1,666,400.
2. A public hearing will be held on such improvements at 7:30 p.m. on Monday, June 8, 2009 in the City Council Chambers at 8150 Barbara Avenue and the City Clerk shall give mailed and published notice of such hearing and improvements as required by law.

Adopted by the City Council of Inver Grove Heights this 11th day of May 2009.

AYES:
NAYS:

ATTEST:

George Tourville, Mayor

Melissa Rheaume, Deputy Clerk