



INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, JUNE 8, 2009
8150 BARBARA AVENUE
7:30 P.M.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PRESENTATIONS:**

- A. Simley High School Social Studies Swing Bridge Presentation
- B. IGH Days Royalty Program

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 – May 26, 2009 Regular Council Meeting _____
- B. Resolution Approving Disbursements for Period Ending June 3, 2009 _____
- C. Pay Voucher No. 2 for Fire Station No. 1 Parking Lot _____
- D. Change Order No. 3 and Pay Voucher No. 8 for City Project No. 2003–03, Southern Sanitary Sewer System Improvements _____
- E. Time Change Order No. 3 for City Project No. 2003–15, Northwest Area Utility Imp. _____
- F. Resolution Accepting Individual Project Order No. 12B with Kimley–Horn & Associates, Inc. for Additional Final Design Phase Services for the Pavement Management Program, Urban Street Reconstruction – City Project No. 2009–09D (South Grove Area 4) and City Project No. 2010–09D (South Grove Area 5) _____
- G. Consider Purchase of Event Tent _____
- H. Approve Charitable Gambling Permit American Legion Aux. Unit 424 _____
- 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 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 _____

B. CITY OF INVER GROVE HEIGHTS; Consider Resolution Ordering City Project No. 2009–11, Concord Boulevard Reconstruction – Phase 3 as a Public Improvement Project under Minnesota Statutes Chapter 429 _____

7. REGULAR AGENDA:

PARKS AND RECREATION:

A. CITY OF INVER GROVE HEIGHTS; Authorize Application of Transportation Enhancement Grant for Heritage Village Park _____

B. CITY OF INVER GROVE HEIGHTS; Determine Selection Process for Operational Audit of Inver Wood Golf Course _____

COMMUNITY DEVELOPMENT:

C. CITY OF INVER GROVE HEIGHTS; Consider an Ordinance Amendment to the Zoning Code relating to increasing the maximum impervious surface coverage in the R–1A, R–1B and R–1C zoning districts. _____

D. OLI SMITH; Consider Resolution relating to a Variance to Exceed Allowed Maximum Impervious Surface Coverage for a Porch Addition for property located at 10857 Andes Circle _____

E. CITY OF INVER GROVE HEIGHTS; Consider Supporting Extension of Bus Service to Arbor Pointe _____

PUBLIC WORKS:

F. CITY OF INVER GROVE HEIGHTS; Resolution Ordering City Project No. 2009–21, Concord Boulevard Reconstruction – Phase 3, Utility Improvements _____

G. CITY OF INVER GROVE HEIGHTS; Resolution Ordering City Project No. 2009–22, Concord Boulevard Reconstruction – Phase 3, Decorative Street Lighting and Approving Construction Agreement with Xcel Energy _____

H. CITY OF INVER GROVE HEIGHTS; Accept Bids and Award Contract for City Project No. 2007–17 – Clark Road Improvements _____

I. CITY OF INVER GROVE HEIGHTS; Consider Resolution Accepting the Proposal from and Awarding Contract to WSB & Associates, Inc. for Construction Phase Services for City Project No. 2009–01, Trunk Highway 3 and proposed 80th Street (County Road 28) Intersection Improvements _____

J. CITY OF INVER GROVE HEIGHTS; Consider Resolution Ordering Improvements to a 60” Storm Sewer along the Concord Boulevard Project 2001–12 by Authorizing a Market Value Change Order up to \$45,000 _____

ADMINISTRATION:

K. CITY OF INVER GROVE HEIGHTS; Reconsider Appointment to Parks & Recreation Advisory Commission _____

8. MAYOR AND COUNCIL COMMENTS

9. ADJOURN

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
TUESDAY, MAY 26, 2009 - 8150 BARBARA AVENUE**

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Tuesday, May 26, 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:

4. CONSENT AGENDA:

Councilmember Klein removed Item 4A, Minutes – May 11, 2009 Regular Council Meeting from the Consent Agenda

Mr. Thureen removed Item 4D – Resolution Receiving Bids and Awarding Contract for the 2009 Pavement Management Program, City Project No. 2009-09A, Cracksealing – from the Consent Agenda

Councilmember Grannis removed Item 4E - Resolution Receiving Bids and Awarding Contract for the 2009 Pavement Management Program, City Project No. 2009-09B, Sealcoating – from the Consent Agenda

Mayor Tourville removed Item 4G – Approve Resolution releasing Lot 18, Block 3, Southern Lakes 5th Addition from recorded development contracts – from the Consent Agenda

Councilmember Piekarski Krech removed Items 4N - Approve Contract with Qwest to relocate utility for Public Safety Addition/City Hall Renovation, 4O – Approve Contract with Comcast to relocate utility for Public Safety Addition/City Hall Renovation and 4P – Consider Purchase of Event Tent, from the Consent Agenda.

- B. Resolution No. 09-98** Approving Disbursements for Period Ending May 20, 2009
- C.** Pay Voucher No. 11 for City Project No. 2003-15, Northwest Area Trunk Utility Improvements
- F.** Approve Floodplain Mapping Agreement relating to River Heights Marina and **Resolution No. 09-101** Levying a Special Assessment against Tax Parcel #20-36500-151-42
- H.** Approve Water Tower Site Lease Agreement with Cingular
- I.** Approve Purchase of Eight-Inch Pressure Reducing Station from Northwestern Power Equipment Company, Inc.
- J.** Accept Proposal for Water Distribution System Leak Detection Services
- K. Resolution No. 09-104** Authorizing the City to Enter into Amended Traffic Control Signal Agreement Number 94220R with Mn/DOT and Dakota County
- L.** Approve Contract for Continuing Disclosure Reporting Services
- M.** Approving Changing the name National Night Out to Minnesota's Night to Unite
- Q.** Award Contract for Installation of Non-Slip Flooring at Fire Stations
- R.** Personnel Actions

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

Ayes: 5

Nays: 0 Motion carried.

A. Minutes – May 11, 2009 Regular Council Meeting

Councilmember Klein indicated that he would abstain from voting on the approval of the minutes because he was absent on May 11th.

Motion by Grannis, second by Madden, to approve the Minutes of the May 11, 2009 Regular Council Meeting**Ayes: 4****Nays: 0****Abstain: 1 (Klein) Motion carried.****D. Resolution Receiving Bids and Awarding Contract for the 2009 Pavement Management Program, City Project No. 2009-09A – Cracksealing**

Mr. Thureen stated that a revised resolution was provided to the Council. He explained that the City Attorney suggested that language be added to the “now therefore” clause of the resolution to denote that the City officially accepted the withdrawal of the bid submitted by Astech Corp.

Motion by Klein, second by Madden, to adopt Resolution No. 09-99 Receiving Bids and Awarding Contract to Pearson Brothers, Inc. in the amount of \$57,243.75 for the 2009 Pavement Management Program, City Project No. 2009-09A, Cracksealing**Ayes: 5****Nays: 0 Motion carried.****E. Resolution Receiving Bids and Awarding Contract for the 2009 Pavement Management Program, City Project No. 2009-09B – Seal coating**

Councilmember Grannis stated that the alternate bid that includes cul-de-sacs should be considered because he thinks it is a mistake to not maintain some of the areas of the streets.

Mr. Thureen responded that the base bid plus alternate two was not recommended for approval by staff because seal coating cul-de-sacs has been a source of complaints from residents in the past due to loose seal coating aggregate and rough surfaces. He explained that the aggregate is knocked loose much more easily than on a typical street because there is not enough traffic volume on cul-de-sacs to provide proper bedding and compaction of the rock. He noted that several alternative treatments were considered by staff and it was determined that the alternatives would not last as long. He stated that cul-de-sacs would be included if the Council chose to award the base bid plus alternate two.

Councilmember Piekarski Krech stated that residents on cul-de-sacs need to be informed that the City does not have the staff available to sweep the loose aggregate on every cul-de-sac in the City multiple times.

Motion by Grannis, second by Piekarski Krech, to adopt Resolution No. 09-100 Receiving Bids and Awarding Contract to Pearson Brothers, Inc. in the amount of \$135,441.49 for the 2009 Pavement Management Program, City Project No. 2009-09B, Seal coating**Ayes: 5****Nays: 0 Motion carried.****G. Approve Resolution releasing Lot 18, Block 3, Southern Lakes 5th Addition from recorded development contracts – Nicholas & Jennifer Bartl**

Mr. Kuntz explained that the applicants are in the process of purchasing the home on Lot 18, Block 3 of the Southern Lakes 5th Addition. He stated that the development is complete and the applicants have requested that the subject lot be released from the recorded development contract. He explained that the development contracts recorded against the property were reviewed and no issues were found relating to the release of the lot from the development contracts with two exceptions. He stated street lighting obligations which state that the lot is charged for energy costs must remain in place and the joint powers agreement with Eagan covering utilities and fees must remain in place.

Motion by Piekarski Krech, second by Grannis, to adopt Resolution No. 09-102 releasing Lot 18, Block 3 from Southern Lakes 1st, 2nd, 3rd & 4th Addition Development Contracts & Resolution No. 09-103 approving the partial release of Lot 18, Block 3, from Southern Lakes 5th Addition Development Contract

Ayes: 5

Nays: 0 Motion carried.

N. Approve Contract with Qwest to relocate utility for Public Safety Addition/City Hall Renovation

O. Approve Contract with Comcast to relocate utility for Public Safety Addition/City Hall Renovation

Councilmember Piekarski Krech stated that she is concerned that the combined totals of the work associated with items 4N, 4O & 7J is \$10,000 over the allocated project budget amount.

Mayor Tourville noted that item 7J is for the engineering services associated with the relocation.

Ms. Teppen responded that the \$20,000 that was allocated in the budget was an estimate because it was unknown at that time what the cost would be for the labor and materials associated with the relocation of utilities. She stated that contracts are in place with Qwest and Comcast and they reflect the actual costs for the labor and materials needed to relocate the utilities.

Mayor Tourville added that the City does not have any other alternatives because the utilities need to be moved.

Motion by Madden, second by Klein, to approve contracts with Qwest & Comcast to relocate utilities for Public Safety Addition/City Hall Renovation

Ayes: 5

Nays: 0 Motion carried.

P. Consider Purchase of Event Tent

Councilmember Piekarski Krech questioned why the City was paying for the tent when it was being used by the Best Foundation at the time the damage occurred.

Mr. Carlson responded that the City owns the tent and an insurance claim was submitted. He stated that it appears very likely that the City will be reimbursed for the cost to replace the tent. He explained that the tent was donated to the City and is set up by City staff for two events annually.

Councilmember Piekarski Krech clarified that the tent was damaged at an event that was not sponsored by the City. She questioned why the claim would be submitted on the City's insurance when it was not damaged at a City event. She asked that the item be tabled to get more information regarding the insurance claim. She stated that she is not comfortable spending the money when she is not sure who should be responsible.

Motion by Piekarski Krech, second by Klein, to table the item to June 8, 2009

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT:

Dorothy Van Hoven, 10632 Alison Way, stated that the trail that was recently completed in the Southern Lakes neighborhood is used daily by residents. She explained that the trail ends at Cliff Road and residents would like a sidewalk constructed to the West, along Cliff Road, back to the two entrances to the Southern Lakes subdivision. She stated that the sidewalk would help alleviate major safety concerns of those attempting to travel along Cliff Road where the speed limit is 55mph. She noted that Dakota County was contacted and the response that was received was previously provided to the Council.

Mayor Tourville responded that staff would evaluate the request and the response from Dakota County and it would be placed on a Council agenda for discussion and consideration at a later date.

Clarence Sampson, 7600 River Road, commended the City and the Council for improvements that were made at River Front park. He raised concerns regarding graffiti on the bridge at 77th Street. He stated that he wants to see the bridge painted more frequently and added that he volunteered to paint the bridge if the City provided the paint. He explained that he is not satisfied with the amount of time it has taken the City to work out the adopt-a-bridge program that would allow him to cover the graffiti.

Jim Douglas, 8657 Callahan Trail, informed the Council that the Arbor Pointe Master Association would be installing containers for the disposal of animal waste along Broderick and Brooks Boulevard to see if people start using them. He expressed safety concerns regarding the intersection of Callahan Trail and Cahill Avenue. He suggested that signs be installed to make drivers aware of the “blind” intersection. He stated that the Arbor Pointe Master Association would be seeking reimbursement from the City for work that was done last winter to remove and dispose of asphalt that was torn up.

Allan Cederberg, 1162 East 82nd Street, stated that he would be filing a complaint with the District Court against the City because he feels that the City did not follow the proper procedure when it authorized the issuance and sale of General Obligation Bonds for the Public Safety Addition/City Hall renovation project. He also discussed the expiration of his term as the alternate representative to the Gun Club Watershed Management Organization and questioned if a replacement would be appointed.

Mr. Thureen responded that the position was advertised in the City’s official newspaper and a recommendation would be brought to the Council after the application period expired.

Mayor Tourville added that the opening was also posted on the City’s website.

Dayle Bright, 8611 Brinkley Lane, stated that she concerned with the condition of Cahill Avenue and questioned why it has taken the City so long to fix the street.

Mayor Tourville responded that those questions would be addressed under Item 6B.

6. PUBLIC HEARINGS:

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

Mr. Thureen explained that the public hearing was opened at the May 11th Council meeting and staff was directed to survey the property owners in the project area to determine the level of sump pump use. He added that 58 responses had been received to date and that staff would summarize the results of the survey and provide the information to the consultant for review. He stated that staff was also directed to work with the geotechnical consultant to determine what additional field testing and analysis would need to be completed to address the residents’ concerns regarding the affect of the proposed street reconstruction on the ground water level and on the water bodies that would receive the groundwater collected by the proposed street drain tile system. He recommended that the Council continue to leave the public hearing open until the June 8th Council meeting to allow the results of the survey to be analyzed by the consultant.

Motion by Klein, second by Madden, to table consideration of the item and continue the public hearing on June 8, 2009 at 7:30 p.m. in the City Council Chambers

Ayes: 5

Nays: 0 Motion carried.

B. CITY OF INVER GROVE HEIGHTS; Consider a Resolution Ordering the Project, Approving Plans and Specifications, and Authorizing Advertisement for Bids for 2008 Pavement Management Program – City Project No. 2008-09G, Cahill Avenue/Brooks Boulevard Mill and Overlay

Mr. Thureen explained that the streets were constructed in 1993 and 1994 and the Pavement Condition Index was assessed three years ago and the rating at that time did not warrant a mill and overlay as determined by the Pavement Management Program policy. He stated that since the last pavement assessment significant wearing course failure has occurred, and the City retained American Engineering

and Testing to take core samples and provide a recommendation to the City based on their analysis. He explained that in their May 7, 2008 report AET recommended a two-inch deep mill and overlay due to the wearing course layer having insufficient density.

Mr. Thureen explained that the project was considered in 2008 and it was not approved due to citizen concerns over assessment of properties with private streets that abut the project area. He added that there was also a desire to research whether or not the City should include improvements to private streets in public projects. He stated that in response to the assessment concerns, the feasibility study was amended to provide two options for an increased City contribution to reduce the assessments. He noted that the City Attorney has determined that the City cannot improve private streets and cannot specially assess to fund the improvement of private streets. He stated that the private associations have the option to contact a City street improvement contractor to request a quote for work on their private streets while the contractor is mobilized for a City project.

Mr. Thureen stated that the total estimated project cost is approximately \$457,000 and funding sources include the Pavement Management Fund and special assessments. He explained that if the Pavement Management Program policy was followed, the proposed assessment would be approximately \$258,000 divided amongst 496 parcels.

Jim Douglas, 8657 Callahan Trail, suggested that the City Council take another look at how the project is proposed to be assessed. He questioned why properties located on Birch Boulevard were not being assessed when it has two access points to Cahill Avenue. He stated that the Arbor Pointe Master Association would like to know if the center islands on streets would be removed when construction starts.

Mr. Thureen stated that the center islands would not be removed but there would likely be spot replacement. He suggested waiting to replace any shrubbery until the locations for spot removal were marked. He explained that if a property located on a private street has a driveway that accesses a public street it is included in the assessment. He stated that there are two classes of property identified in the funding policy and if multi-family properties have frontage on a public street that amount is assessed over entire association.

Linda Bohler, 8766 Benson Way, commented that it was her understanding from the meeting in July of 2008 that there was going to be some discussion regarding the assessment methodology that would be used for this project. She stated that Cahill Avenue is a major road in the City that is used by more than just the property owners being assessed.

Mayor Tourville responded that staff and the City Attorney looked at the state statute to see if the project could be assessed in a different manner and it was determined that legally it could not be. He stated that the City is likely going to contribute a large portion of the cost, which ultimately means everyone in the City is contributing.

Mr. Thureen stated that the basic funding policy for a mill and overlay calls for a 20% City contribution and if the funding is approved as proposed, the City contribution would be more than 50%. He reiterated that the increased City contribution recognizes that Cahill Avenue serves as a collector street in the City.

Terry Akemann, 8728 Callahan Trail, asked that when improvements are made to Birch Boulevard if he would be assessed for those improvements as well.

Mr. Thureen responded that the whole association would be assessed for frontage on Birch Boulevard.

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

Ayes: 5

Nays: 0

Motion carried.

Motion by Klein, second by Madden to adopt Resolution No. 09-105 ordering the project, approving plans and specifications and authorizing advertisement for bids for 2008 Pavement Management Program – City Project No. 2008-09G, Cahill Avenue/Brooks Boulevard Mill and Overlay

Ayes: 5

Nays: 0 Motion carried.

The City Council took a five-minute recess.

7. REGULAR AGENDA:

PARKS AND RECREATION:

A. CITY OF INVER GROVE HEIGHTS; Consider Acquisition of Land Adjacent to Heritage Village Park

Mr. Carlson explained that Castaway Marina, Inc. owns property that is land-locked by Heritage Village Park property and a pond. He stated that Castaway Marina proposed to give the City property that lies West of the pond and is surrounded by Heritage Village Park. He explained that acquisition and trespassing issues were discussed with the marina and it was determined that it may be necessary for the City to construct a six-foot high chain link fence along the rear property boundary to keep people from driving their vehicles and ATV's across park property. He noted that the fence would be approximately 300 feet in length. He explained that if the Council would like to pursue acquisition of the land City staff and the City Attorney would work on the details of the issue and bring a formal proposal back to the Council for approval at a later date.

Councilmember Piekarski Krech asked how much the fence would cost.

Mr. Carlson responded that it is estimated to cost approximately \$6,000.

Councilmember Piekarski Krech asked if the land is worth \$6,000.

Mr. Carlson stated that the land is approximately one half of an acre.

Motion by Grannis, second by Madden, to direct staff to work on a proposal to acquire land adjacent to Heritage Village Park

Ayes: 5

Nays: 0 Motion carried.

B. CITY OF INVER GROVE HEIGHTS; Review Plans for Trail Connection along Babcock Trail between Baldwin and 75th

Mr. Carlson explained that a trail connection from Baldwin Avenue to 75th Street on the East side of Babcock Trail has been supported by the Parks and Recreation Advisory Commission and the City Council as part of the 2009 park improvement planning process. He stated that the trail is being proposed at this time based on the City's development of Well #9. He noted that the trail would provide a safe off-road alternative to people in the neighborhood because it would connect trails adjacent to 75th and 70th Streets which both connect to the trail along Highway 52. He explained that an informational meeting was held and the two property owners in attendance supported the proposed trail if the City was able to preserve the mature evergreen trees located on the rear property line. He added that one of the property owners has private improvements in the right-of-way that would need to be removed and placed back on the private property. He noted that one resident attended the May 13th Parks and Recreation Advisory Commission meeting and asked that the City provide natural screening of his property if the trail was installed.

Councilmember Piekarski Krech questioned why the trail would not be run along Babcock, similar to a sidewalk.

Mr. Carlson responded that the trail would not be run along the road because of grade issues and the location of several rain gardens on properties along Babcock.

Mark Yarrington, 7339 Baldwin, expressed concerns regarding the removal of tree coverage. He stated that the proposed trail would run along his property and requested that the City provide heavy screening to

maintain his privacy. He noted that he is not opposed to the trail. He commented on the large sign that Glassing's is going to operate and stated that the light from the sign will shine directly into his home and requested that screening be provided to alleviate that problem as well.

Mayor Tourville stated that Glassing's may be will to discuss the hours of operation for the sign if it is creating a legitimate problem or hardship.

Councilmember Piekarski Krech questioned the cost and stated that she is not sure that this is where money should be spent right now.

Mayor Tourville stated that the connection to existing trails would be a much safer option for those using the trails versus walking along the road to move from trail to trail.

Councilmember Klein commented that now would be a good time to build the trail connection because the area is already being worked on.

Mr. Carlson stated that the estimated project cost is approximately \$60,000. He noted that the Council would not consider approval of the project until bids are received.

Councilmember Klein clarified that the project would be funded with Park Dedication money.

Councilmember Grannis stated that he is willing to go along with going out to get bids because of the current economic conditions and he wants to see what the project would actually cost.

Motion by Klein, second by Grannis, to approve the layout of the trail proposed along Babcock Trail Baldwin Avenue and 75th Street and to authorize staff to obtain bids for the installation of the trail

Ayes: 5

Nays: 0 Motion carried.

C. CITY OF INVER GROVE HEIGHTS; Consider Hiring Consultant for Rock Island Swing Bridge Project

Mr. Carlson stated that in April of 2009 the City submitted a Transportation Enhancement American Recovery & Reinvest Act grant request in the amount of \$1,300,000. He explained that the grant request has been recommended to be funded in the full amount and official approval is expected on June 10, 2009. He stated that on May 11, 2009 the City Council directed staff to work towards potential ownership of the Rock Island Swing Bridge and reviewed the conditions of ownership that were imposed by the Council at that time. He explained that on May 16, 2009 the Minnesota Legislature passed a bill putting a moratorium on demolition of the bridge. He provided a brief overview of the project timeline and stated that the Council is scheduled to consider approval of plans and specifications for the project on July 13, 2009. He added that the project schedule was aggressive in order to successfully get the required information submitted to the Metropolitan Council by November 13, 2009. He noted that failure to submit the necessary environmental documentation, right-of-way certificates, plans & specifications and project cost estimates would result in the loss of funds for the project. He explained that the League of Minnesota Cities Insurance Trust expects to be able to insure the project once it has been restored and is safe. He stated that the League has not been able to identify an annual cost for insuring the structure but it is estimated to be between \$0 and \$25,000. He reviewed Minnesota Statute 466.03 pertaining to "Recreational Immunity" and stated that if the project continued to proceed, the City would want to use that statute to protect itself from claims that could be filed against the City.

Councilmember Klein clarified that if a consultant is hired, the City would be billed on a monthly basis and would be in a position to terminate the contract if the project was to stop due to lack of funding or other unforeseen circumstances.

Mr. Carlson confirmed that the consultants would invoice the City on a monthly basis for services performed. He noted that the \$1,300,000 grant could not be used to hire engineers and all of the grant money has to be used for the necessary capital improvements to the structure. He explained that the Legislature also passed a bill that has \$100,000 allocated for the bridge and the City would need to follow a process as designated by the Minnesota Historical Society to receive that funding.

Councilmember Piekarski Krech asked if the historical society still had interest in saving the structure. She stated that she is concerned that the historical value or significance of the bridge may be lost if it is rebuilt.

Mr. Carlson responded that the consultants will review the two spans to determine if it would be in the best interest of the City to rebuild or rehabilitate the existing spans. He noted that initial reviews indicated that it would be cheaper to remove the spans and rebuild them. He clarified that all of the agencies involved agreed that the City was not being awarded grant dollars because of the historical factor of the bridge.

Councilmember Grannis questioned if the 1.3 million dollar grant would be enough to complete the project.

Mr. Carlson responded that his recommendation would be to develop a base project and then include alternates when the project is sent out for bid to see what the costs associated with each phase would be. He stated that if the \$1,300,000 would not cover any of the alternates, staff could attempt to find additional funding. He discussed the proposals received from both consulting firms and stated that the cost would be in an amount not to exceed \$150,000 and would be funded via the Host Community Fund. He stated that staff recommended accepting the proposal from SEH, Inc. in the amount of \$130,900.

Motion by Piekarski Krech, second by Klein, to authorize an agreement with SEH, Inc. in the amount of \$130,900 and not to exceed \$150,000 for the purposes of assisting the City in the development of plans & specifications, applying for the necessary permits, submission of necessary environmental documentation, development of master plan concept and bidding services in an effort to re-use the Rock Island Swing Bridge as a recreational pier in the Mississippi River

Ayes: 5

Nays: 0 Motion carried.

COMMUNITY DEVELOPMENT:

D. CITY OF INVER GROVE HEIGHTS; Consider Resolution approving a proposal from Hoisington-Koegler to prepare a reporting tool for the Northwest Area

Mr. Link stated that it was anticipated that once development began in the Northwest Area, an annual reporting summary would be prepared to evaluate the progress of development. He explained that the tool would be used by staff to track development to compare actual development to financial revenue assumptions, to monitor Comprehensive Plan forecasts of population households and employment, and compare to the City and Metropolitan Council forecasts, to track the number of dwelling units, commercial and industrial square footage, density and Floor Area Ratios and compare to City and Metropolitan Council assumptions and to determine how well the ordinance is working based on its unique performance standards. He stated that once the tool is created the City would own it, and staff would update information and prepare year end reports. He noted that the cost to create the reporting tool would be \$2,500 and is proposed to be funded through the Planning Services 2009 budget.

Motion by Klein, second by Grannis, to adopt Resolution No. 09-106 approving a proposal from Hoisington-Koegler to prepare a reporting tool for the Northwest Area

Ayes: 5

Nays: 0 Motion carried.

PUBLIC WORKS:

E. CITY OF INVER GROVE HEIGHTS; Consider Resolutions Authorizing Plans and Specifications, Authorizing Advertisement for Bids, Approving Agreement with Mn/DOT for Construction and Maintenance, Approving Agreement with Dakota County for Construction Cost-Sharing and Maintenance and Approving Limited Use Permit with Mn/DOT for Trail in Trunk Highway 3 Right-of-Way for City Project No. 2009-01, Trunk Highway 3 and Amana Trail/Proposed 80th Street (County Road 28) Intersection Improvements

Mr. Thureen explained that the plans and specifications have been approved by Mn/DOT and Dakota County and the proposed schedule calls for a bid opening on July 7, 2009 and Council consideration of the bids on July 13, 2009. He stated that the required Cooperative Construction Agreement with Mn/DOT outlines the construction and maintenance responsibilities of Mn/DOT and the City and the Limited Use Permit is required for the trail that is part of the standard roundabout design.

Councilmember Piekarski Krech asked when the trail would be constructed.

Mr. Thureen responded that the trail goes around the perimeter of the roundabout and noted that there were pedestrian crossings.

Motion by Klein, second by Madden, to adopt Resolution Nos. 09-107, 09-108, 09-109 and 09-110 Authorizing Plans and Specifications, Authorizing Advertisement for Bids, Approving Agreement with Mn/DOT for Construction and Maintenance, Approving Agreement with Dakota County for Construction Cost-Sharing and Maintenance and Approving Limited Use Permit with Mn/DOT for Trail in Trunk Highway 3 Right-of-Way for City Project No. 2009-01, Trunk Highway 3 and Amana Trail/Proposed 80th Street (County Road 28) Intersection Improvements

Ayes: 4

Nays: 1 (Grannis) Motion carried.

F. CITY OF INVER GROVE HEIGHTS; Consider Resolution Receiving Amended Feasibility Report for City Project No. 2009-11, Concord Boulevard Improvement from 65th Street East to the Corporate Boundary with the City of South St. Paul and Associated City Project Nos. 2009-21 and 2009-22

Mr. Thureen stated that the feasibility report was amended to break City Project No. 2009-11 into three separate projects for funding purposes. He explained that the City Project No. 2009-11 now includes the street and storm sewer construction at an estimated cost of \$560,800 with \$306,542 funded from the Pavement Management Fund and \$254,258 funded from special assessments. He stated that City Project No. 2009-21 includes water main and sewer work at an estimated cost of \$740,200 that will be funded from the Water Connection Fund and the Sewer Connection Fund, and City Project No. 2009-22 includes decorative street lighting at a cost of \$365,400 that will be funded from the Host Community Fund.

Motion by Piekarski Krech, second by Klein, adopt Resolution No. 09-111 receiving the amended feasibility report for City Project No. 2009-11, Concord Boulevard Improvement from 65th Street East to the Corporate Boundary with the City of South St. Paul and associated City Project Nos. 2009-21 and 2009-22

Ayes: 5

Nays: 0 Motion carried.

G. CITY OF INVER GROVE HEIGHTS; Consider Approval of Land Alteration Permit No. C-089-09 for WWKM, LLC

Mr. Thureen stated that this permit was originally granted in 2001. He reviewed the phasing map for the current permit. He explained that staff recommended approval of Phase I and would bring back Phase II for approval when issues relating to the completion of City Project No. 2008-10, Ravine Ponds, and City Project No. 2008-08, TH 52 East Frontage Road, are resolved.

Motion by Klein, second by Grannis, to approve Land Alteration Permit No. C-089-09 for WWKM, LLC

Ayes: 5

Nays: 0 Motion carried.

ADMINISTRATION:

H. CITY OF INVER GROVE HEIGHTS; Consider Resolutions Approving Compromise Agreements and Settlement Stipulations for Special Assessment Appeals related to City Project No. 2003-03, Southern Sanitary Sewer Improvements

Mr. Kuntz explained that there was a number of assessment appeals associated with the City's Southern Sanitary Sewer Improvements. He explained that the Council is being asked to approve compromise agreements and settlement stipulations for appeals associated with five parcels. He stated that the cumulative total of assessment across the five parcels was \$180,542 and a reduction of \$9,027 is recommended, leaving a net assessment total of \$171,515.

Mayor Tourville confirmed that the City Attorney's office found the recommended settlement amount to be in the best interest of the City and the property owners.

Motion by Klein, second by Madden, to adopt Resolution Nos. 09-112, 09-113, 09-114, 09-115 and 09-116 approving compromise agreements and settlement stipulations for special assessment appeals related to City Project No. 2003-02, Southern Sanitary Sewer Improvements

Ayes: 5

Nays: 0 Motion carried.

I. CITY OF INVER GROVE HEIGHTS; Consider Advisory Board Applications

Mr. Kuntz said with the aircraft noise abatement commission there are four openings with three seeking to be reappointed.

Motion by Piekarski Krech, second by Madden, to reappoint Rue Shibata to the Aircraft Noise Abatement Commission

Ayes: 5

Nays: 0 Motion carried.

Mr. Kuntz said that the convention of visitor's bureau has two positions that need appointment.

Motion by Grannis, second by Madden, to reappoint Don Heikkila and Jenelle Teppen as representatives to the Convention and Visitors Bureau

Ayes: 5

Nays: 0 Motion carried.

Mr. Kuntz stated that there were no vacancies on the Planning Commission and three commissioners are seeking reappointment.

Motion by Klein, second by Madden, to appoint Paul Hark, Harold Gooch and Tom Bartholomew to the Planning Commission

Ayes: 5

Nays: 0 Motion carried.

Mr. Kuntz stated that the Parks and Recreation Advisory Commission had no vacancies with three commissioners seeking reappointment.

Motion by Klein, second by Grannis, to appoint Joseph Boehmer, Dennis Schueller and Todd Kruse to the Parks and Recreation Advisory Commission

Ayes: 5

Nays: 0 Motion carried.

Mr. Kuntz stated that the Environmental Commission had no openings with two commissioners seeking reappointment.

Motion by Madden, second by Klein, appoint Alice Lesney and Ted Trenzeluk to the Environmental Commission

Ayes: 5

Nays: 0 Motion carried.

J. CITY OF INVER GROVE HEIGHTS; Consider Additional Services Agreement with Elert & Associates

Mayor Tourville explained that the maximum would be \$3,000 or \$150 per hour.

Motion by Klein, second by Madden, to approve additional services agreement with Elert & Associates

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR AND COUNCIL COMMENTS:

Mayor Tourville stated that the ground breaking for the Public Safety Addition/City Hall Renovation Project would be held on the West side of City Hall at 6:00 p.m. on Monday June 1st.

Mayor Tourville asked for the results of the composting event that was held.

Councilmember Grannis stated that he has received complaints regarding solicitors and suggested that the Council may want to consider having a discussion on regulation of solicitors. He stated that he has also heard from several citizens that they would like the City to reduce garbage collection to one specific day per week.

9. ADJOURN: Motion by Piekarski Krech, second by Grannis, to adjourn. The meeting was adjourned by a unanimous vote at 10:45 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: June 8, 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 May 21, 2009 to June 4, 2009.

SUMMARY

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

General & Special Reveune	\$76,499.17
Debt Service & Capital Projects	200,734.36
Enterprise & Internal Service	71,669.87
Escrows	<u>20,242.97</u>
Grand Total for All Funds	<u><u>\$369,146.37</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 651-450-2521.

Attached to this summary for your action is a resolution approving the disbursements for the period May 21, 2009 to June 4, 2009 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

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

WHEREAS, a list of disbursements for the period ending June 4, 2009 was presented to the City Council for approval;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS: that payment of the list of disbursements of the following funds is approved:

General & Special Revenue	\$ 76,499.17
Debt Service & Capital Projects	200,734.36
Enterprise & Internal Service	71,669.87
Escrows	<u>20,242.97</u>
Grand Total for All Funds	<u>\$ 369,146.37</u>

Adopted by the City Council of Inver Grove Heights this 8th day of June, 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
05/27/2009	94477	ARROW MOWER, INC.	inver grove fire	101-4200-423.40-42		5/2009 * Total	61.57 61.57
05/27/2009	94482	CARDIAC SCIENCE, INC.	cust 41630	101-4000-421.60-65		5/2009 * Total	341.60 341.60
05/27/2009	94489	COMMERCIAL ASPHALT	acct in858	101-5200-443.60-16		5/2009 * Total	253.11 253.11
05/27/2009	94490	COORDINATED BUSINESS SY	cust 4555082	101-4200-423.40-44		5/2009 * Total	247.84 247.84
05/27/2009	94491	DAKOTA CTY PROPERTY REC	city of inver grove hghts	101-2000-415.30-70		5/2009	7.52
			city of inver grove hghts	101-4000-421.30-70		5/2009	4.40
			city of inver grove hghts	101-5100-442.30-70		5/2009 * Total	164.08 176.00
05/27/2009	94492	DAKOTA ELECTRIC ASSN	acct 1093947	101-5400-445.40-20		5/2009 * Total	1,004.34 1,004.34
05/27/2009	94493	DANNER LANDSCAPING	inver grove hghts	101-5200-443.60-16		5/2009	26.63
			inver grove hghts	101-5200-443.60-16		5/2009 * Total	38.77 65.40
05/27/2009	94497	FERRELLGAS	acct 7754787	101-5200-443.60-16		5/2009 * Total	80.08 80.08
05/27/2009	94500	G & K SERVICES	acct 7494701	101-5200-443.60-45		5/2009	49.32
			acct 7494701	101-6000-451.60-45		5/2009 * Total	114.51 163.83
05/27/2009	94508	HECKLER & KOCH INC	acct 1005632	101-4000-421.60-40		5/2009 * Total	10.61 10.61
05/27/2009	94518	LANOUE, ANN	mngfoa meeting mileage	101-2000-415.50-65		5/2009	20.24
			mngfoa meeting fee	101-2000-415.50-75		5/2009 * Total	15.00 35.24
05/27/2009	94520	METRO FIRE	city of inver grove hghts	101-4200-423.40-42		5/2009 * Total	685.00 685.00
05/27/2009	94521	MIKE'S SHOE REPAIR, INC	city of inver grove hghts	101-4200-423.30-70		5/2009 * Total	21.00 21.00
05/27/2009	94523	MINNEAPOLIS OXYGEN CO.	acct 113505	101-4200-423.60-65		5/2009 * Total	96.44 96.44
05/27/2009	94524	MN CHIEFS OF POLICE ASS	inver grove hghts	101-4000-421.60-65		5/2009 * Total	58.58 58.58
05/27/2009	94528	MN LIFE INSURANCE CO	policy 0027324	101-0000-203.09-00		5/2009	1,718.23
			policy 0027324	101-1100-413.20-62		5/2009	76.23
			policy 0027324	101-2000-415.20-62		5/2009	93.02

CHECK DATE	CHECK NUMBER	CHECK VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/27/2009	94528	MN LIFE INSURANCE CO	policy 0027324	101-3000-419.20-62		5/2009	29.24
			policy 0027324	101-3200-419.20-62		5/2009	40.34
			policy 0027324	101-3300-419.20-62		5/2009	45.71
			policy 0027324	101-4000-421.20-62		5/2009	489.49
			policy 0027324	101-4200-423.20-62		5/2009	38.68
			policy 0027324	101-5000-441.20-62		5/2009	22.67
			policy 0027324	101-5100-442.20-62		5/2009	101.37
			policy 0027324	101-5200-443.20-62		5/2009	74.41
			policy 0027324	101-6000-451.20-62		5/2009	91.93
						* Total	2,821.32
05/27/2009	94531	MULTI REGIONAL TRAINING	attende; k. nightengale	101-4200-423.60-65		5/2009	90.95
						* Total	90.95
05/27/2009	94532	NEEDEL'S SUPPLY INC	acct inver110	101-4200-423.60-11		5/2009	50.23
						* Total	50.23
05/27/2009	94533	NEXTEL COMMUNICATIONS	acct 249383315	101-5200-443.50-20		5/2009	218.28
						* Total	218.28
05/27/2009	94534	NEXTEL COMMUNICATIONS	acct 573073317	101-1100-413.50-20		5/2009	101.85-
						* Total	101.85-
05/27/2009	94535	NEXTEL COMMUNICATIONS	acct 266183728	101-4200-423.50-20		5/2009	432.33
						* Total	432.33
05/27/2009	94536	NEXTEL COMMUNICATIONS	acct 266948529	101-4000-421.50-20		5/2009	460.36
						* Total	460.36
05/27/2009	94540	OPTUMHEALTH FINANCIAL S	city of inver	101-1100-413.30-55		5/2009	5.65
			city of inver	101-2000-415.30-55		5/2009	28.70
			city of inver	101-3000-419.30-55		5/2009	8.30
			city of inver	101-3200-419.30-55		5/2009	4.15
			city of inver	101-3300-419.30-55		5/2009	13.95
			city of inver	101-4000-421.30-55		5/2009	61.15
			city of inver	101-5000-441.30-55		5/2009	5.65
			city of inver	101-5100-442.30-55		5/2009	25.60
			city of inver	101-6000-451.30-55		5/2009	1.92
						* Total	155.07
05/27/2009	94541	OWATONNA FIRE CONFERENC	attende;judy smith thill	101-4200-423.50-80		5/2009	150.00
						* Total	150.00
05/27/2009	94542	PETTY CASH	mngfoa meeting	101-2000-415.50-75		5/2009	30.00
			bldg officials meeting	101-3000-419.50-80		5/2009	8.00
			dc chiefs meeting	101-4000-421.50-70		5/2009	34.02
			parking	101-6000-451.50-65		5/2009	6.00
						* Total	78.02
05/27/2009	94543	PHILLIPS MEDICAL SYSTEMS	acct 94152023	101-4200-423.60-65		5/2009	269.34
						* Total	269.34
05/27/2009	94545	S & T OFFICE PRODUCTS	acct s28777	101-4200-423.60-40		5/2009	28.76

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/27/2009	94545	S & T OFFICE PRODUCTS	acct s28777	101-4200-423.60-65		5/2009	62.53
			acct s28777	101-3200-419.60-10		5/2009	72.63
			acct s28777	101-3300-419.60-40		5/2009	9.15
			acct s28777	101-1100-413.60-65		5/2009	16.19
			acct s28777	101-5100-442.60-10		5/2009	74.25
			acct s28777	101-1100-413.60-65		5/2009	13.76
					*	Total	277.27
05/27/2009	94547	SHEA, CATHY	mileage	101-2000-415.50-65		5/2009	19.42
			mn gfoa meeting	101-2000-415.50-75		5/2009	15.00
			cpe express subscription	101-2000-415.50-80		5/2009	180.00
					*	Total	214.42
05/27/2009	94549	SPRINT	acct 166309819	101-4000-421.50-20		5/2009	409.90
					*	Total	409.90
05/27/2009	94550	SPRINT	acct 641378810018	101-4200-423.50-20		5/2009	40.99
					*	Total	40.99
05/27/2009	94552	TDS METROCOM	acct 6515540132	101-4000-421.50-20		5/2009	129.82
			acct 6515540132	101-4200-423.50-20		5/2009	183.67
			acct 6515540132	101-6000-451.50-20		5/2009	44.25
					*	Total	357.74
05/27/2009	94556	UNIFORMS UNLIMITED	acct 114866	101-4000-421.60-45		5/2009	101.87
					*	Total	101.87
05/27/2009	94559	US POSTMASTER - IGH	city of inver grove hgts	101-4000-421.50-35		5/2009	126.00
					*	Total	126.00
05/27/2009	94561	XCEL ENERGY	acct 5151854463	101-4000-421.40-42		5/2009	39.71
					*	Total	39.71
05/27/2009	94563	XCEL ENERGY	acct 5164318574	101-4200-423.40-10		5/2009	824.99
			acct 5164318574	101-4200-423.40-20		5/2009	826.82
					*	Total	1,651.81
06/01/2009	94566	GOVERNMENT TRAINING SER	city of inver grove hgts	101-3200-419.50-80		6/2009	30.00
					*	Total	30.00
06/04/2009	94568	ACE BLACKTOP, INC.	fire station parking lot	101-4200-423.30-70		6/2009	19,535.32
					*	Total	19,535.32
06/04/2009	94569	ACE PAINT & HARDWARE	cust 1126	101-6000-451.60-40		6/2009	8.50
			cust 1126	101-6000-451.60-40		6/2009	6.39
					*	Total	14.89
06/04/2009	94570	AFSCME COUNCIL 5	city of inver grove	101-0000-203.10-00		6/2009	898.22
					*	Total	898.22
06/04/2009	94579	BLOOMINGTON SECURITY SO	city of inver grove	101-6000-451.40-40		6/2009	9.37
			city of inver grove	101-6000-451.40-40		6/2009	133.00
					*	Total	142.37

CHECK DATE	CHECK NUMBER	CHECK VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/04/2009	94580	BRAUN INTERTEC CORPORAT	city of inver grove hgtls	101-3200-419.30-60		6/2009 * Total	850.00 850.00
06/04/2009	94582	CITY OF SAINT PAUL	city of inver grove	101-4000-421.50-80		6/2009 * Total	775.00 775.00
06/04/2009	94587	DAKOTA CTY TREASURER-AU	acct 5070	101-4000-421.70-30		6/2009	1,336.08
			acct 5070	101-4200-423.70-50		6/2009	1,125.12
			acct 5070	101-5200-443.30-70		6/2009 * Total	46.88 2,508.08
06/04/2009	94589	DANNER LANDSCAPING	city of inver grove	101-6000-451.60-16		6/2009	213.00
			city of inver grove	101-6000-451.60-16		6/2009	186.38
			city of inver grove	101-6000-451.60-16		6/2009	186.38
			city of inver grove	101-6000-451.60-16		6/2009	106.50
			city of inver grove	101-6000-451.60-16		6/2009 * Total	106.50 798.76
06/04/2009	94592	EARL F ANDERSEN INC	city of inver grove	101-6000-451.60-65		6/2009 * Total	182.59 182.59
06/04/2009	94596	FABRICATED FOOD PRODUCT	inver grove hts city	101-0000-207.01-00		6/2009	15.00
			inver grove hts city	101-0000-322.10-00		6/2009 * Total	495.60 510.60
06/04/2009	94599	G & K SERVICES	acct 7494701	101-5200-443.60-45		6/2009	49.32
			acct 7494701	101-6000-451.60-45		6/2009 * Total	54.47 103.79
06/04/2009	94601	GERTENS	cust 103566	101-6000-451.60-65		6/2009	94.98
			cust 103566	101-6000-451.60-65		6/2009	73.06
			cust 103566	101-6000-451.60-16		6/2009 * Total	69.86 237.90
06/04/2009	94602	GFOA	inver grove hgtls	95162001	101-2000-415.30-70	6/2009 * Total	435.00 435.00
06/04/2009	94607	ICC	member	0296400	101-3300-419.60-18	6/2009 * Total	127.10 127.10
06/04/2009	94609	IKON OFFICE SOLUTIONS	cust	79490022	101-6000-451.40-65	6/2009 * Total	29.18 29.18
06/04/2009	94611	INVER GROVE FORD	city of inver grove	101-4000-421.70-30		6/2009 * Total	266.88 266.88
06/04/2009	94612	IUOE	city of inver grove	101-0000-203.10-00		6/2009 * Total	1,427.50 1,427.50
06/04/2009	94613	J-C PRESS	cust	1598	101-1100-413.50-32	6/2009 * Total	3,610.35 3,610.35
06/04/2009	94616	KUSTOM SIGNALS, INC.	cust	18993	101-4000-421.40-42	6/2009	87.93

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/04/2009	94617	LELS	city of inver grove	101-0000-203.10-00		* Total	87.93
						6/2009	1,170.00
						* Total	1,170.00
06/04/2009	94618	LELS SERGEANTS	city of inver grove	101-0000-203.10-00		6/2009	210.00
						* Total	210.00
06/04/2009	94619	LOCAL GOVERNMENT INFORM	inver grove hgts	101-4000-421.70-30		6/2009	3,780.00
						* Total	3,780.00
06/04/2009	94620	MED COMPASS	inver grove hgts	101-5100-442.60-45		6/2009	128.50
			inver grove hgts	101-6000-451.60-45		6/2009	128.50
						* Total	257.00
06/04/2009	94623	MN NCPERS LIFE INSURANC	city of inver grove	101-0000-203.16-00		6/2009	336.00
						* Total	336.00
06/04/2009	94627	MTI DISTRIBUTING CO	cust 91180	101-6000-451.40-47		6/2009	72.75
			cust 91180	101-6000-451.40-47		6/2009	197.28
			cust 91180	101-6000-451.40-47		6/2009	111.59
			cust 91180	101-6000-451.40-47		6/2009	93.36
						* Total	474.98
06/04/2009	94629	NEXTEL COMMUNICATIONS	acct 634573312	101-3300-419.50-20		6/2009	225.57
						* Total	225.57
06/04/2009	94630	NEXTEL COMMUNICATIONS	acct 634573312	101-3300-419.50-20		6/2009	237.29
						* Total	237.29
06/04/2009	94631	NEXTEL COMMUNICATIONS	acct 634573312	101-3300-419.50-20		6/2009	226.72
						* Total	226.72
06/04/2009	94634	PRAIRIE RESTORATIONS, I	city of inver grove hgts	101-6000-451.60-65		6/2009	2,616.71
						* Total	2,616.71
06/04/2009	94636	QWEST	acct 6514530219	101-6000-451.50-20		6/2009	41.07
						* Total	41.07
06/04/2009	94637	QWEST	acct 6515520672	101-6000-451.50-20		6/2009	41.07
						* Total	41.07
06/04/2009	94638	R.J. THOMAS MFG. CO., I	inver grove hgts parks	101-6000-451.60-65		6/2009	1,432.84
						* Total	1,432.84
06/04/2009	94639	RHINO INDUSTRIES, INC.	city of inver grove hgts	101-6000-451.60-65		6/2009	1,862.23
						* Total	1,862.23
06/04/2009	94645	SEVEN CORNERS HARDWARE,	city of inver grove hgts	101-6000-451.60-40		6/2009	153.95
						* Total	153.95
06/04/2009	94646	SIRCHIE FINGER PRINT LA	cust 55077	101-4000-421.60-65		6/2009	293.28
						* Total	293.28

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/04/2009	94649	STREICHER'S	cust 285	101-4000-421.60-18		6/2009 * Total	965.51 965.51
06/04/2009	94651	TOTAL CONSTRUCTION & EQ	city of inver grove hgts	101-6000-451.40-40		6/2009 * Total	188.54 188.54
06/04/2009	94652	UNITED WAY	city of inver grove	101-0000-203.13-00		6/2009 * Total	178.00 178.00
06/04/2009	94653	USA MOBILITY WIRELESS I	cust 61192662	101-4000-421.50-20		6/2009 * Total	14.50 14.50
06/04/2009	94655	VIKING PAINTS, INC.	city of inver grove hgts	101-6000-451.60-16		6/2009 * Total	535.31 535.31
06/04/2009	94658	WAL-MART BUSINESS	acct 6032202530257113	101-4000-421.60-45		6/2009 * Total	42.10 42.10
06/04/2009	94660	XCEL ENERGY	acct 5147791673	101-6000-451.40-10		6/2009 6/2009 * Total	337.52 610.13 947.65
06/04/2009	94577	BENGTSON, NICOLE	mileage april/may	201-1600-465.50-65	** Fund Total	6/2009 * Total	85.48 85.48
06/04/2009	94595	ENSEMBLE CREATIVE & MAR	city of inver grove hgts	201-1600-465.50-25		6/2009 * Total	1,500.00 1,500.00
06/04/2009	94640	RIVER HEIGHTS CHAMBER O	acct 5737	201-1600-465.30-70		6/2009 6/2009 * Total	1,592.50 200.00 1,792.50
06/04/2009	94628	NELCOM CORP	city of inver grove hgts	401-4000-421.80-80	** Fund Total	6/2009 * Total	6,218.00 6,218.00
05/27/2009	94481	BORDNER AERIALS	levander, gillen	423-5903-723.30-70	** Fund Total	5/2009 * Total	296.07 296.07
05/27/2009	94495	ENTERPRISE PRODUCTS OPE	south sewer improvements	423-5903-723.80-10	0303	5/2009 * Total	46,000.00 46,000.00
05/21/2009	94472	DAKOTA CITY ABSTRACT & T	64th St & Doffing Ave	425-5911-725.80-10	** Fund Total	5/2009 * Total	46,296.07 140,746.99 140,746.99
06/04/2009	94580	BRAUN INTERTEC CORPORAT	city of inver grove hgts	425-5911-725.30-30	9811	6/2009	813.82

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/04/2009	94625	MN POLLUTION CONTROL AG	Project id vp11790 Project id vp23600	425-5911-725.30-30 425-5911-725.30-30	9811 9811	6/2009 6/2009 * Total	1,650.00 1,050.00 2,700.00
06/04/2009	94641	RUMPCA EXCAVATING INC	city of inver grove hghts	425-5907-725.80-30	0507	6/2009 * Total	1,920.00 1,920.00
06/04/2009	94575	BAILEY NURSERIES, INC.	cust city019	443-5900-743.60-16	** Fund Total	6/2009 * Total	146,180.81 883.68 883.68
05/27/2009	94517	KENNEDY & GRAVEN	levander (city igh)	446-5915-746.30-44	0315	5/2009 * Total	883.68 1,155.80 1,155.80
05/27/2009	94473	ACE PAINT & HARDWARE	acct 1126	501-7100-512.60-16	** Fund Total	5/2009 * Total	883.68 16.52 16.52
05/27/2009	94479	BALDWIN SUPPLY CO	acct 1741	501-7100-512.40-40	** Fund Total	5/2009 * Total	22.75 22.75
05/27/2009	94494	ELROY'S ELECTRIC SERVIC	inver grove hghts	501-7100-512.60-16	** Fund Total	5/2009 * Total	59.95 59.95
05/27/2009	94499	FLUEGEL ELEVATOR, INC.	inver grove hghts	501-7100-512.60-16	** Fund Total	5/2009 * Total	266.77 266.77
05/27/2009	94500	G & K SERVICES	acct 7494701	501-7100-512.60-45	** Fund Total	5/2009 * Total	28.38 28.38
05/27/2009	94507	GRAYBAR	cust 101705 cust 101705	501-7100-512.60-16 501-7100-512.60-16	** Fund Total	5/2009 5/2009 5/2009 * Total	5.45 84.13 89.58
05/27/2009	94511	HOME DEPOT CREDIT SERVI	acct 6035322502691268	501-7100-512.60-16	** Fund Total	5/2009 * Total	68.20 68.20
05/27/2009	94528	MN LIFE INSURANCE CO	policy 0027324	501-7100-512.20-62	** Fund Total	5/2009 * Total	52.75 52.75
05/27/2009	94529	MN PIPE & EQUIPMENT	acct 2195	501-7100-512.60-16	** Fund Total	5/2009 * Total	218.81 218.81
05/27/2009	94530	WTI DISTRIBUTING CO	acct 91180 acct 91180	501-7100-512.60-16 501-7100-512.60-16	** Fund Total	5/2009 5/2009 5/2009 * Total	164.09 118.93 283.02

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/27/2009	94537	NORTHWEST LASERS, INC.	acct 143033	501-7100-512.60-16		5/2009 * Total	485.64 485.64
05/27/2009	94540	OPTUMHEALTH FINANCIAL S	city of inver	501-7100-512.30-55		5/2009 * Total	23.43 23.43
05/27/2009	94548	SPRINT	acct 842483314	501-7100-512.50-20		5/2009 * Total	270.66 270.66
05/27/2009	94552	TDS METROCOM	acct 6515540132	501-7100-512.50-20		5/2009 * Total	267.69 267.69
05/27/2009	94553	TKDA	city of inver grove hghts	501-7100-512.30-70		5/2009 * Total	1,266.72 1,266.72
05/27/2009	94562	XCEL ENERGY	acct 5160987097	501-7100-512.40-20		5/2009 * Total	116.33 116.33
06/04/2009	94569	ACE PAINT & HARDWARE	cust 1126 cust 1126	501-7100-512.60-16 501-7100-512.60-16		6/2009 6/2009 * Total	34.07 9.57 43.64
06/04/2009	94585	CONTRACTORS & SURVEYORS	city of inver grove hghts	501-7100-512.60-16		6/2009 * Total	96.28 96.28
06/04/2009	94588	DAKOTA ELECTRIC ASSN	acct 2148310	501-7100-512.40-20		6/2009 * Total	9.88 9.88
06/04/2009	94594	ENGINEERING AMERICA, IN	inver grove hts city	501-7100-512.40-42		6/2009 * Total	231.00 231.00
06/04/2009	94598	FLUEGEL ELEVATOR, INC.	inver grove hts city inver grove hts city	501-7100-512.60-16 501-7100-512.60-16		6/2009 6/2009 * Total	236.37 133.07 369.44
06/04/2009	94599	G & K SERVICES	acct 7494701	501-7100-512.60-45		6/2009 * Total	66.02 66.02
06/04/2009	94604	GS DIRECT, INC.	acct cit165	501-7100-512.50-30		6/2009 * Total	277.01 277.01
06/04/2009	94606	HAWKINS, INC.	acct 108816 acct 108816	501-7100-512.60-19 501-7100-512.60-19		6/2009 6/2009 * Total	561.00 7,166.79 7,727.79
06/04/2009	94620	MED COMPASS	inver grove hghts	501-7100-512.30-70		6/2009 * Total	128.50 128.50
06/04/2009	94622	MN DEPT OF HEALTH	city of inver grove hghts	501-0000-381.10-00		6/2009 * Total	11,638.00 11,638.00
06/04/2009	94624	MN PIPE & EQUIPMENT	cust 2195	501-7100-512.60-16		6/2009 * Total	347.22 347.22

City of Inver Grove Heights
CHECK REGISTER BY FUND

Prepared: 06/04/2009, 9:00:47
Program: GMI79L
Bank: 00 City of Inver Grove Heights

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/04/2009	94632	PINE BEND PAVING, INC.	city of inver grove hghts	501-7100-512.40-46		6/2009 * Total	3,609.00 3,609.00
06/04/2009	94644	SEELYE PLASTICS INC	city of inver grove hghts	501-7100-512.40-40		6/2009 * Total	1,311.87 1,311.87
06/04/2009	94654	VALLEY-RICH CO, INC	city of inver grove hghts	501-7100-512.40-46		6/2009 * Total	3,347.20 3,347.20
05/27/2009	94500	G & K SERVICES	acct 7494701	502-7200-514.60-45	** Fund Total	5/2009 * Total	12.16 12.16
05/27/2009	94528	MN LIFE INSURANCE CO	policy 0027324	502-7200-514.20-62		5/2009 * Total	34.04 34.04
05/27/2009	94540	OPTUMHEALTH FINANCIAL S	city of inver	502-7200-514.30-55		5/2009 * Total	15.62 15.62
06/04/2009	94599	G & K SERVICES	acct 7494701	502-7200-514.60-45		6/2009 * Total	28.29 28.29
05/27/2009	94473	ACE PAINT & HARDWARE	acct 1226	503-8600-527.40-40	4 Checks	5/2009 * Total	5.96 5.80 11.76
05/27/2009	94476	ARCTIC GLACIER, INC.	acct 1726134	503-8300-524.60-65	** Fund Total	5/2009 * Total	143.04 143.04
05/27/2009	94480	BEST BEVERAGE	inverwood golf	503-8300-524.50-70		5/2009 * Total	275.00 275.00
05/27/2009	94485	CLAREY'S SAFETY EQUIPME	cust90865	503-8600-527.60-18		5/2009 * Total	857.33 857.33
05/27/2009	94486	COCA COLA BOTTLING COMP	3079049	503-8300-524.76-10		5/2009 * Total	673.10 673.10
05/27/2009	94487	COLLEGE CITY BEVERAGE	cust 3592	503-8300-524.76-15		5/2009 * Total	323.40 323.40
05/27/2009	94496	EXCEL TURF AND ORNAMENT	inverwood golf course	503-8600-527.60-30		5/2009 * Total	798.75 798.75
05/27/2009	94501	G & K SERVICES	acct 0157401	503-8600-527.60-45		5/2009 * Total	79.18 79.18
05/27/2009	94504	GERTENS	acct 100464	503-8600-527.60-20		5/2009 * Total	155.81 159.58 315.39

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05/27/2009	94506	GRANDMA'S BAKERY	acct 24400	503-8300-524.76-05		5/2009	49.34
			acct 24400	503-8300-524.76-05		5/2009	54.88
			acct 24400	503-8300-524.76-05		5/2009	60.42
			acct 24400	503-8300-524.76-05		5/2009	62.43
			acct 24400	503-8300-524.76-05		5/2009	60.42
			acct 24400	503-8300-524.76-05		5/2009	60.42
			acct 24400	503-8300-524.76-05		5/2009	48.12
						* Total	396.03
05/27/2009	94515	JJ TAYLOR DIST. COMPANY	acct 834	503-8300-524.76-15		5/2009	249.40
						* Total	249.40
05/27/2009	94522	MILTONA TURF PRODUCTS	inverwood golf course	503-8600-527.60-50		5/2009	138.56
						* Total	138.56
05/27/2009	94528	MN LIFE INSURANCE CO	policy 0027324	503-8000-521.20-62		5/2009	10.73
			policy 0027324	503-8500-526.20-62		5/2009	24.80
			policy 0027324	503-8600-527.20-62		5/2009	41.82
						* Total	77.35
05/27/2009	94540	OPTUMHEALTH FINANCIAL S	city of inver	503-8600-527.30-55		5/2009	11.30
						* Total	11.30
05/27/2009	94546	SDI	acct inv110	503-8200-523.76-20		5/2009	736.00
						* Total	736.00
05/27/2009	94554	TOLL GAS & WELDING SUPP	inverwood golf course	503-8600-527.40-42		5/2009	28.68
						* Total	28.68
05/27/2009	94557	US FOODSERVICE	acct 223000	503-8300-524.60-65		5/2009	219.19
			acct 223000	503-8300-524.76-05		5/2009	777.52
			acct 223000	503-8300-524.76-10		5/2009	119.56
						* Total	1,116.27
05/27/2009	94564	19TH HOLE CLUB REPAIR	inverwood golf course	503-8200-523.76-40		5/2009	48.50
						* Total	48.50
06/04/2009	94567	A & C SMALL ENGINE	inverwood golf course	503-8600-527.40-42		6/2009	297.03
						* Total	297.03
06/04/2009	94569	ACE PAINT & HARDWARE	cust 1126	503-8600-527.60-12		6/2009	3.19
			cust 1126	503-8400-525.40-41		6/2009	23.99
						* Total	27.18
06/04/2009	94583	CLAREY'S SAFETY EQUIPME	acct 90865	503-8600-527.60-65		6/2009	47.39
						* Total	47.39
06/04/2009	94591	DEX MEDIA EAST	acct 110360619	503-8500-526.50-25	inverwood	6/2009	80.60
						* Total	80.60
06/04/2009	94600	G & K SERVICES	acct 0157401	503-8600-527.60-45		6/2009	74.34
						* Total	74.34

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06/04/2009	94650	TITLEIST	acct 83631243062177 acct 83631243062177	503-8200-523.76-45 503-8200-523.76-45		6/2009 6/2009 * Total	585.78 2,840.10 3,425.88
06/04/2009	94659	WITTEK	acct 123575	503-8200-523.76-40		6/2009 * Total	59.91 59.91
06/04/2009	94661	YOCUM OIL COMPANY, INC.	acct 506975	503-8400-525.60-21		6/2009 * Total	1,060.93 1,060.93
05/27/2009	94502	GAMMA SPORTS	acct 25	504-6100-452.60-09	R40370	5/2009 * Total	103.81 103.81
05/27/2009	94503	GAMMA SPORTS	inver grove htgs	504-6100-452.60-09	R40340	5/2009 * Total	218.02 218.02
05/27/2009	94528	MN LIFE INSURANCE CO	policy 0027324	504-6100-452.20-62	R90100	5/2009 * Total	68.78 68.78
05/27/2009	94540	OPTUMHEALTH FINANCIAL S	city of inver	504-6100-452.30-55		5/2009 * Total	7.90 7.90
06/04/2009	94608	IKON OFFICE SOLUTIONS	cust 3281870	504-6100-452.40-44	R90100	6/2009 * Total	396.90 396.90
06/04/2009	94609	IKON OFFICE SOLUTIONS	cust 79490022	504-6100-452.40-65	R90100	6/2009 * Total	262.63 262.63
06/04/2009	94626	MN RECREATION AND PARK	inver grove htgs parks	504-6100-452.50-80	R90100	6/2009 * Total	10.00 10.00
06/04/2009	94648	STREAMLINE DESIGN INC	city of inver grove htgs	504-6100-452.60-45	R40200	6/2009 * Total	65.00 65.00
05/27/2009	94473	ACE PAINT & HARDWARE	acct 1126	505-6200-453.60-16	C25000	5/2009 * Total	19.67 19.67
05/27/2009	94474	ADAMS, BETHANY	first impresion	505-6200-453.50-65	C95000	5/2009 * Total	118.96 118.96
05/27/2009	94484	CHAMPIONSHIP PRODUCTS	igh parks & rec	505-6200-453.60-45	C10100	5/2009 * Total	98.50 98.50
05/27/2009	94488	COMCAST	acct 8772105910277033	505-6200-453.50-70	C10000	5/2009 * Total	253.59 253.59
05/27/2009	94498	FIRST IMPRESSION GROUP,	acct 3022	505-6200-453.50-30	C91000	5/2009 * Total	1,815.83 1,815.83
				26 Checks	** Fund Total		11,352.30
				8 Checks	** Fund Total		1,133.04

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05/27/2009	94505	GRAINGER	acct 806460150 acct 806460150	505-6200-453.60-16 505-6200-453.60-16	C21000 C25000	5/2009 5/2009 * Total	3.81 8.95 12.76
05/27/2009	94509	HILLIARD INC	acct 2872854	505-6200-453.60-11	C25000	5/2009 * Total	328.33 328.33
05/27/2009	94512	HSBC BUSINESS SOLUTIONS	acct 7737430900083159	505-6200-453.60-65	C91000	5/2009 * Total	17.92 17.92
05/27/2009	94513	IDEARC MEDIA CORP	acct 390001924527	505-6200-453.50-25	C91000	5/2009 * Total	117.00 117.00
05/27/2009	94514	INFRARED CONSULTING SER	inver grove hghts	505-6200-453.30-30	C25000	5/2009 * Total	1,550.00 1,550.00
05/27/2009	94516	KAT-KEY'S LOCK & SAFE C	city of inver grove hghts	505-6200-453.40-42	C10000	5/2009 * Total	110.00 110.00
05/27/2009	94528	MN LIFE INSURANCE CO	policy 0027324	505-6200-453.20-62	C70000	5/2009 * Total	91.00 91.00
05/27/2009	94534	NEXTEL COMMUNICATIONS	acct 573073317	505-6200-453.50-20	C25000	5/2009 * Total	374.37 374.37
05/27/2009	94540	OPTUMHEALTH FINANCIAL S	city of inver	505-6200-453.30-55	C50000	5/2009 * Total	21.08 21.08
05/27/2009	94542	PETTY CASH	postage silver sneakers supplies fitness center	505-6200-453.50-35 505-6200-453.60-40	C10100 C70000	5/2009 5/2009 * Total	4.95 2.02 6.97
05/27/2009	94544	RECREATION SUPPLY COMPA	acct mo9501	505-6200-453.60-16	C25000	5/2009 * Total	114.61 114.61
05/27/2009	94551	SPRUNG SERVICES	city of inver grove	505-6200-453.40-40	C25000	5/2009 * Total	555.23 555.23
05/27/2009	94552	TDS METROCOM	acct 6515540132	505-6200-453.50-20	C10000	5/2009 * Total	134.94 134.94
06/04/2009	94569	ACE PAINT & HARDWARE	cust 1126	505-6200-453.60-16	C25000	6/2009 * Total	10.00 10.00
06/04/2009	94571	APEC	veterans memorial comm	505-6200-453.60-16	C25000	6/2009 * Total	557.56 557.56
06/04/2009	94584	COCA COLA BOTTLING COMP	acct 3291552 acct 3291552	505-6200-453.60-65 505-6200-453.76-10	C30200 C30200	6/2009 6/2009 * Total	55.00 95.20 150.20
06/04/2009	94586	CRARY, AMY	supplies supplies	505-6200-453.50-65 505-6200-453.60-65	C70000 C60100	6/2009 6/2009	13.52 109.04

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06/04/2009	94603	GRAINGER	acct 806460150 acct 806460150	505-6200-453.60-16 505-6200-453.60-16	C25000 C21000	6/2009 6/2009	14.53 45.01
					*	Total	122.56
06/04/2009	94606	HAWKINS, INC.	acct 108815 acct 108815	505-6200-453.60-15 505-6200-453.60-15	C25000 C25000	6/2009 6/2009	1,118.45 625.69
					*	Total	1,744.14
06/04/2009	94608	IKON OFFICE SOLUTIONS	cust 3281870	505-6200-453.40-44	C10000	6/2009	926.10
					*	Total	926.10
06/04/2009	94609	IKON OFFICE SOLUTIONS	cust 79490022	505-6200-453.40-65	C10000	6/2009	437.71
					*	Total	437.71
06/04/2009	94610	INFRARED CONSULTING SER	city of inver grove	505-6200-453.30-30	C25000	6/2009	1,175.00
					*	Total	1,175.00
06/04/2009	94621	MENARDS - WEST ST. PAUL	acct 30170270	505-6200-453.60-16	C25000	6/2009	130.36
					*	Total	130.36
06/04/2009	94635	PREMIER ELECTRICAL CORP	inver grove hgts parks	505-6200-453.40-40	C25000	6/2009	98.00
					*	Total	98.00
06/04/2009	94643	SCHINDLER ELEVATOR CORP	city of inver grove	505-6200-453.40-40	C25000	6/2009	222.48
					*	Total	222.48
06/04/2009	94647	SONNY'S BUILDING MAINT	inver grove hgts parks	505-6200-453.40-40	C21000	6/2009	420.00
					*	Total	420.00
06/04/2009	94656	VISTAR CORPORATION	acct 10135003 acct 10095779 acct 10095779	505-6200-453.76-05 505-6200-453.60-65 505-6200-453.76-05	C30400 C30200 C16000	6/2009 6/2009 6/2009	53.98 130.88 62.70
					*	Total	247.56
				32 Checks	** Fund Total		12,041.97
05/27/2009	94528	MN LIFE INSURANCE CO	policy 0027324	602-2100-415.20-62		5/2009	2.07
					*	Total	2.07
05/27/2009	94540	OPTUMHEALTH FINANCIAL S	city of inver	602-2100-415.30-55		5/2009	.70
					*	Total	.70
				2 Checks	** Fund Total		2.77
05/27/2009	94475	ADVANCED GRAPHIX, INC.	inver grove hgts pd	603-5300-444.40-41		5/2009	133.13
					*	Total	133.13
05/27/2009	94477	ARROW MOWER, INC.	inver grove hgts fd	603-5300-444.40-41		5/2009	14.00
					*	Total	14.00
05/27/2009	94478	ASTLEBFORD INT'L & ISUZU	acct 1454	603-0000-145.50-00		5/2009	96.96

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05/27/2009	94483	CARQUEST OF ROSEMOUNT	acct 614420	603-0000-145.50-00		5/2009	51.01
			acct 614420	603-5300-444.60-12		5/2009	16.49
			acct 614420	603-5300-444.40-41		5/2009	26.16
						* Total	93.66
05/27/2009	94500	G & K SERVICES	acct 7494701	603-5300-444.40-65		5/2009	108.59
			acct 7494701	603-5300-444.60-45		5/2009	41.36
						* Total	149.95
05/27/2009	94525	MN DEPT OF REVENUE	hazardous waste fee	603-5300-444.40-25		5/2009	240.00
						* Total	240.00
05/27/2009	94528	MN LIFE INSURANCE CO	policy 0027324	603-5300-444.20-62		5/2009	22.25
						* Total	22.25
05/27/2009	94530	MTI DISTRIBUTING CO	acct 91180	603-5300-444.40-41		5/2009	78.19
						* Total	78.19
05/27/2009	94533	NEXTEL COMMUNICATIONS	acct 249383315	603-5300-444.50-20		5/2009	84.48
						* Total	84.48
05/27/2009	94542	PETTY CASH	tabs for dodge van	603-5300-444.40-41		5/2009	22.50
						* Total	22.50
05/27/2009	94555	TRACTOR SUPPLY CREDIT P	acct 6035301200183679	603-5300-444.60-65		5/2009	17.06
						* Total	17.06
06/04/2009	94573	ARROW PONTIAC	city of inver grove hgts	603-5300-444.40-41		6/2009	198.07
						* Total	198.07
06/04/2009	94574	ASTLEFORD INT'L & ISUZU	cust 1454	603-0000-145.50-00		6/2009	320.99
						* Total	320.99
06/04/2009	94581	CARQUEST OF ROSEMOUNT	acct 614420	603-5300-444.40-41		6/2009	182.75
			acct 614420	603-5300-444.60-12		6/2009	36.73
			acct 614420	603-5300-444.40-41		6/2009	50.86
			acct 614420	603-0000-145.50-00		6/2009	190.53
			acct 614420	603-5300-444.40-41		6/2009	328.40
			acct 614420	603-5300-444.40-41		6/2009	88.16
			acct 614420	603-5300-444.40-41		6/2009	21.30
			acct 614420	603-5300-444.40-41		6/2009	14.89
			acct 614420	603-5300-444.40-41		6/2009	31.93
						* Total	902.95
06/04/2009	94590	DEALER AUTOMOTIVE SERVI	acct 46612	603-5300-444.40-41		6/2009	752.37
						* Total	752.37
06/04/2009	94593	EMERGENCY AUTOMOTIVE TE	inver grove hts city	603-5300-444.40-41		6/2009	592.46
			inver grove hts city	603-0000-145.50-00		6/2009	404.17
						* Total	996.63

96.96

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/04/2009	94597	FACTORY MOTOR PARTS COM	inver grove hts city	603-0000-145.50-00		6/2009 * Total	120.47 120.47
06/04/2009	94599	G & K SERVICES	acct 7494701 acct 7494701	603-5300-444.40-65 603-5300-444.60-45		6/2009 * Total	108.58 41.36 149.94
06/04/2009	94605	HARTLAND FUEL PRODUCTS	city of inver grove	603-0000-145.60-00		6/2009 * Total	15,221.68 15,221.68
06/04/2009	94611	INVER GROVE FORD	city of inver grove hghts	603-5300-444.60-40		6/2009 * Total	877.68 877.68
06/04/2009	94615	KREMER SPRING & ALIGNME	acct city15	603-5300-444.40-41		6/2009 * Total	100.25 100.25
06/04/2009	94620	MED COMPASS	inver grove hghts	603-5300-444.50-80		6/2009 * Total	128.50 128.50
06/04/2009	94627	MTI DISTRIBUTING CO	cust 91180	603-5300-444.40-41		6/2009 * Total	113.06 113.06
06/04/2009	94633	POMP'S TIRE SERVICE, IN	acct 4502557 grove hghts	603-0000-145.50-00		6/2009 * Total	1,275.96 1,275.96
06/04/2009	94657	W.D. LARSON COMPANIES L	city of inver grove hghts	603-5300-444.40-41		6/2009 * Total	21.49 21.49
05/27/2009	94512	HSEC BUSINESS SOLUTIONS	acct 7737430900083159	604-2200-416.60-10		5/2009 * Total	23.47 23.47
05/27/2009	94528	MN LIFE INSURANCE CO	policy 0027324	604-2200-416.20-62		5/2009 * Total	.94 .94
05/27/2009	94545	S & T OFFICE PRODUCTS	acct s28777 acct s28777	604-2200-416.60-10 604-2200-416.60-10		5/2009 5/2009	43.45 10.14
05/27/2009	94519	MAIN STREET DESIGNS, IN	inver grove hghts	605-3100-419.60-65		5/2009 * Total	37.42 2.99 114.84 208.84
05/27/2009	94528	MN LIFE INSURANCE CO	policy 0027324	605-3100-419.20-62		5/2009 * Total	7.96 7.96
** Fund Total							22,132.22
25 Checks							
** Fund Total							233.25
3 Checks							

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
05/27/2009	94538	NS/I MECHANICAL CONTRAC	ctyofigh ctyofigh ctyofigh	605-3100-419.40-40 605-3100-419.40-40 605-3100-419.40-40		5/2009 5/2009 5/2009 * Total	1,067.29 654.80 165.45 1,887.54
05/27/2009	94552	TDS METROCOM	acct 6515540132	605-3100-419.50-20		5/2009 * Total	435.29 435.29
05/27/2009	94558	US POSTMASTER	city of inver grove hgts	605-3100-419.50-35		5/2009 * Total	1,326.05 1,326.05
06/04/2009	94578	BETTS, BETH	city of inver grove hgts	605-3100-419.60-65		6/2009 * Total	410.98 410.98
06/04/2009	94642	SAM'S CLUB	acct 7715090063580633	605-3100-419.60-11		6/2009 * Total	74.07 74.07
05/27/2009	94528	MN LIFE INSURANCE CO	policy 0027324	606-1400-413.20-62	** Fund Total	5/2009 * Total	8.51 8.51
05/27/2009	94560	VERIZON WIRELESS	acct 280581502	606-1400-413.50-20		5/2009 * Total	32.07 32.07
05/28/2009	94565	DAKOTA CTY SHERIFF'S DE	hector manuel palomares	702-0000-229.10-00	** Fund Total	5/2009 * Total	40.58 300.00 300.00
06/04/2009	94572	ARAMARK REFRESHMENT SER	cust 601339398x	702-0000-228.65-00		6/2009 * Total	73.55 73.55
06/04/2009	94576	BARR ENGINEERING COMPAN	city of inver grove hgts city of inver grove hgts	702-0000-228.30-00 702-0000-228.30-00		6/2009 6/2009 * Total	2,613.50 3,873.91 6,487.41
06/04/2009	94614	KENNEDY & GRAVEN	city of inver grove	702-0000-228.79-00		6/2009 * Total	7,251.50 7,251.50
05/27/2009	94528	MN LIFE INSURANCE CO	policy 0027324	703-5500-446.20-62	** Fund Total	5/2009 * Total	14,112.46 2.22 2.22
05/27/2009	94555	TRACTOR SUPPLY CREDIT P	acct 6035301200183679	703-5500-446.60-65		5/2009 * Total	62.79 62.79
06/04/2009	94576	BARR ENGINEERING COMPAN	city of inver grove hgts city of inver grove hgts	703-5500-446.30-30 703-5500-446.30-30		6/2009 6/2009 * Total	2,854.00 3,211.50 6,065.50
				3 Checks	** Fund Total		6,130.51

City of Inver Grove Heights
CHECK REGISTER BY FUND

Prepared: 06/04/2009, 9:00:47
Program: GMI79L
Bank: 00 City of Inver Grove Heights

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
237 Checks *** Bank Total							369,146.37
237 Checks *** Grand Total							369,146.37

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 2 for Fire Station No. 1 Parking Lot Improvement

Meeting Date: June 8, 2009
 Item Type: Consent
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: N/A

SAT CS

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

Consider Pay Voucher No. 2 for Fire Station No. 1 Parking Lot Improvement.

SUMMARY

The contract was awarded in the amount of \$23,678.59 to Ace Blacktop, Inc., on October 27, 2008 for the Fire Station No. 1 Parking Lot Improvement.

The contractor has completed the work through May 31, 2009 in accordance with the contract plans and specifications. A (2.5) percent retainage will be maintained until the warranty period has passed.

I recommend approval of Pay Voucher No. 2 in the amount of \$19,535.32 for work completed on the Fire Station No. 1 Parking Lot Improvement.

SDT/kf

Attachments: Pay Voucher No. 2

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

ESTIMATE NO: 2 (Two)
DATE: June 2, 2009
PERIOD ENDING: May 31, 2009
CONTRACT: Fire Station No. 1 Parking Lot Improvement
PROJECT NO: Fire Station No. 1 Parking Lot Improvement

TO: Ace Blacktop, Inc.
7280 Dickman Trail
Inver Grove Heights, MN 55076

Original Contract Amount.....	\$23,678.59
Total Addition (Change Order No. 1)	\$5,212.50
Total Deduction	\$0.00
Total Contract Amount	\$28,891.09
Total Value of Work to Date.....	\$25,890.03
Less Retained (2.5%).....	\$647.25
Less Previous Payment	\$5,707.46
Total Approved for Payment this Voucher	\$19,535.32
Total Payments including this Voucher.....	\$25,242.78

Approvals:

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

Signed by:  June 2, 2009
Scott D. Thureen, Public Works Director

Signed by: _____
Ace Blacktop, Inc. Date

Signed by: _____ June 8, 2009
George Tourville, Mayor

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No. 3 and Pay Voucher No. 8 for City Project No. 2003-03 – Southern Sanitary Sewer System Improvements

Meeting Date: June 8, 2009
 Item Type: Consent
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: N/A 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: Special Assessments, Water Fund, Sewer Fund

PURPOSE/ACTION REQUESTED

Consider Change Order No. 3 and Pay Voucher No. 8 for City Project No. 2003-03 – Southern Sanitary Sewer System Improvements.

SUMMARY

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

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

Change Order No. 3 is due to removing and disposing of creosote treated timber, replacing a storm manhole to 78" diameter instead of 48", wet tapping 12" x 6" tee by a sanitary manhole, dealing with frozen conditions due to delay caused by the utility companies, and a credit for installing machine placed curb along Inver Grove Trail. Funding comes from the Sewer Connection Fund.

I recommend approval of Change Order No. 3 in the amount of \$11,717.43, for a revised contract amount of \$2,055,859.68, and Pay Voucher No. 8 in an amount of \$32,874.64 for work on City Project No. 2003-03 – Southern Sanitary Sewer System Improvements.

SDT/kf

Attachments: Change Order No. 3
 Pay Voucher No. 8

CHANGE ORDER NO. 3

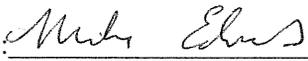
Southern Sanitary Sewer Improvements
City Project # 2003-03

<p>Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077</p> <p>Contractor: Dahn Construction. 13135 Doyle Path East Rosemount, MN 55068</p>	<p>Date of Issuance: May 28, 2009</p> <p>Engineer: Kimley –Horn and Associates</p>
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You are directed to make the following changes in the Contract Documents:

Purpose of Change Order:
The contract has been modified to include the following:

See attached sheet

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ 1,950,842.75	Original Contract Time:
Previous Change Orders \$ 93,299.50	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$ 2,044,142.25	Contract Time Prior to this Change Order
Net Increase of this Change Order \$ 11,717.43	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$ 2,055,859.68	Contract Time with Approved Change Orders
Recommended	Approved
By:  Mike Edwards, Senior Engineering Technician	By: _____ Dahn Construction

Approved By:

Approved By:

Date of Council Action



Scott D. Thureen,
Public Works Director

George Tourville, Mayor

June 8, 2009

Attachment to Change Order Number 3
 City Project 2003-03

Contractor: Dahn Construction
 13135 Doyle Path East
 Rosemount, MN 55068

Project: Southern Sanitary Sewer System
 City Project # 2003-03

Description of Changes:

1. Cost for removing and disposing of creosote treated timber retaining wall at Quality Collision.

<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Foreman	HR	2	\$80.00	\$160.00
CAT 950 Loader	HR	1.5	\$135.00	\$202.50
CAT 330 Excavator	HR	1.5	\$145.00	\$217.50
Dump Truck	HR	2	\$85.00	\$170.00
SKB Disposal Costs	TN	7.9	\$80.36	\$634.84
Overhead	LS	1	\$138.49	<u>\$138.49</u>
			Sub total	\$1,523.33

2. Cost for replacing storm manhole 4 with a 78" diameter manhole. The plans called for a 48" manhole to be installed which was built and delivered to the project. Existing pipe sizes and angles required a 72" manhole be used. This cost includes the installation of the 72" manhole and disposal of the 48" manhole.

<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Foreman	HR	4	\$80.00	\$320.00
CAT 950 Loader	HR	4	\$135.00	\$540.00
CAT 330 Excavator	HR	4	\$145.00	\$580.00
Pipelayers	HR	8	\$60.00	\$480.00
Dump Truck	HR	1	\$85.00	\$85.00
Purchase 72" manhole	EA	1	\$1,576.00	\$1,576.00
Purchase 48" manhole	EA	1	\$849.00	\$849.00
Casting	EA	1	\$211.00	\$211.00
Concrete/Grout	LS	1	\$590.00	\$590.00
Disposal of 48" MH	CY	12	9.1	\$109.20
Overhead	LS	1	538.01	<u>\$538.01</u>
			Sub total	\$5,918.15

3. Credit for installing machine placed curb along Inver Grove Trail.

<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Credit	LF	1515	(\$7.60)	(\$11,514.00)
			Sub total	(\$11,514.00)

4. Cost for Wet Tapping 12" x 6" Tee by Sanitary Manhole 13

<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Foreman	HR	2	\$80.00	\$160.00
CAT 950 Loader	HR	2	\$135.00	\$270.00
CAT 330 Excavator	HR	2	\$145.00	\$290.00
Pipelayer	HR	2	\$60.00	\$120.00
Wet Tap	LS	1	\$1642.00	\$1642.00
Overhead	LS	1	\$248.20	\$248.20
			Sub total	\$2,730.20

5. Costs for frost ripping and dealing with frozen conditions due to delay caused by Xcel Energy and Qwest Communications not moving their facilities. Project completion was delayed until winter.

<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Foreman	HR	9	\$80.00	\$720.00
Pipelayer	HR	18	\$60.00	\$1080.00
CAT 950 Loader	HR	9	\$135.00	\$1215.00
CAT D6	HR	4	\$145.00	\$580.00
CAT 330 Excavator	HR	9	\$145.00	\$1,305.00
CAT 330 Excavator W/ ripper	HR	3	\$175.00	\$525.00
CAT 345 Excavator	HR	10	\$155.00	\$1,550.00
CAT Offroad	HR	3	\$155.00	\$465.00
Skid steer	HR	10	\$120.00	\$1200.00
Mini Excavator	HR	3	\$135.00	\$405.00
CAT Roller	HR	9	\$135.00	\$1215.00
Overhead	LS	1	\$1026.00	\$1026.00
			Sub total	\$11,286.00

5. Cost for Core Drilling into Manhole 13 and Manhole 32 for future service connections.

<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Foreman	HR	1	\$80.00	\$80.00
Pipelaye	HR	1	\$60.00	\$60.00
CAT 950 Loader	HR	.5	\$135.00	\$67.50
CAT 345 Excavator	HR	1	\$155.00	\$155.00
8" Kore-N-Boots	EA	2	\$625.00	\$1,250.00
Overhead	LS	1	\$161.25	\$161.25
			Sub total	\$1,773.75

Total of Change Order # 3 \$ 11,717.43

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

ESTIMATE NO: 8 (Eight)
DATE: June 2, 2009
PERIOD ENDING: May 31, 2009
CONTRACT: 2008 Improvement Program
PROJECT NO: 2003-03 Southern Sanitary Sewer System Improvements

TO: Dahn Construction Co., LLC
13135 Doyle Path
Rosemount, MN 55068

Original Contract Amount.....	\$1,950,842.75
Total Addition (Change Order Nos. 1, 2, 3).....	\$105,016.93
Total Deduction.....	\$0.00
Total Contract Amount.....	\$2,055,859.68
Total Value of Work to Date.....	\$1,983,449.86
Less Retained (3.0%).....	\$59,503.50
Less Previous Payment.....	\$1,891,071.72
Total Approved for Payment this Voucher.....	\$32,874.64
Total Payments including this Voucher.....	\$1,923,946.36

Approvals:

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

Signed by:  June 2, 2009
Scott D. Thureen, Public Works Director

Signed by: _____
Dahn Construction Co., LLC Date

Signed by: _____
George Tourville, Mayor June 8, 2009

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Time Change Order No. 3 for City Project No. 2003-15 – Northwest Area Trunk Utility Improvements

Meeting Date: June 8, 2009
 Item Type: Consent
 Contact: Steve W. Dodge, 651.450.2541
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SST

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 Change Order No. 3 for City Project No. 2003-15 – Northwest Area Trunk Utility Improvements for a time change from June 1, 2009 to July 15, 2009.

SUMMARY

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

The contract time has been extended by six weeks to allow the contractor to complete the tunneling operations. This time change does not alter the contractor costs incurred. Attached is an agreement for water and sewer services for the Inver Glen Senior Living building.

Public Works recommends approval of Change Order No. 3 for City Project No. 2003-15 – Northwest Area Trunk Utility Improvements for a time change from June 1, 2009 to July 15, 2009.

SWD/kf

Attachments: Change Order No. 3
 Memo from Ben Welna, Weis Builders, Inc. (Inver Glen Senior Living)

CITY PROJECT NO. 2003-15
NORTHWEST AREA TRUNK UTILITY IMPROVEMENTS

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: April 27, 2009
Contractor: Ames Construction, Inc. 2000 Ames Drive Burnsville, MN 55306	Engineer: Bolton & Menk, Inc. 12224 Nicollet Ave Burnsville, MN 55337

Purpose of Change Order:

Allow the Contractor additional time to complete the work included in the scope of the original project contract.

Whereas the total number of rock obstructions encountered to date has exceeded the amount identified in the Contract Documents; the work performed during incimate weather (i.e., precipitation, excessive cold, etc.) delayed tunneling progress; and the as-built condition of tunnel access pit N required the contractor to alter the tunneling construction method. As a result additional time has been requested to complete the tunneling operations.

Therefore, the Contract time should he extended by six weeks to allow the contractor to complete the tunneling operations north of MH-N in their entirety and in accordance with the Contract Documents.

The Contractor will not make claim of any kind or character whatsoever for any other costs, expenses, or time that may have incurred or that may be hereafter incurred in performing the work and furnishing the labor or materials required by this agreement.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$9,537,706.15	Original Contract Time: Segment #2 Trenchless Completion: March 1, 2009
Previous Change Orders No. <u>1</u> to No. <u>2</u>	Net Change from Previous Change Orders March 1, 2009 to June 1, 2009
Contract Price Prior to this Change Order \$9,740,894.14	Contract Time Prior to this Change Order: Trenchless Completion June 1, 2009
Net Increase of this Change Order	Net Increase of current Change Order: 6 weeks

Contract Price with all Approved Change Orders
Orders \$9,740,894.14

Contract Time with Approved Changes:
July 15, 2009

Recommended
By: Marcel A Thomas
Engineering Project Manager

Approved
By: [Signature]
Project Manager

Approved By:

[Signature]

Scott Thureen,
Public Works Director

Approved By:

George Tourville, Mayor

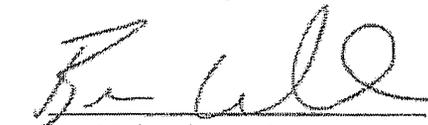
Date of Council Action:



Memo

To: Kevin Klimmek, Ames Construction, Inc
From: Ben Welna, Weis Builders, Inc.
CC: Patrick Schei, Weis Builders, Inc.
Date: 4/22/09
Re: 081388- Inver Glen, Completion Date of Water and Sewer Services
for Inver Glen Senior Living

As we discussed and have agreed to, Ames Construction will have the permanent water and sanitary sewer complete and ready for use by July 15, 2009 at the Inver Glen Senior Living project. For water needs by Weis Builders, Inc between June 1 and July 15, 2009, Ames Construction will provide use of their water truck or other temporary means that is adjacent to the project site. These temporary services will also bear no additional costs to Weis Builders, Inc.


Ben Welna, Project Superintendent
Weis Builders, Inc.


Kevin Klimmek
Ames Construction, Inc.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Accepting Individual Project Order No. 12B to Kimley-Horn & Associates, Inc. for Additional Final Design Phase Services for the Pavement Management Program, Urban Street Reconstruction – City Project No. 2009-09D (South Grove Area 4) and City Project No. 2010-09D (South Grove Area 5)

Meeting Date: June 8, 2009
Item Type: Consent
Contact: Scott D. Thureen, 651.450.2571
Prepared by: Scott D. Thureen, Public Works Director
Reviewed by: *SDT*

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

PURPOSE/ACTION REQUESTED

Consider resolution accepting Individual Project Order (IPO) No. 12B from Kimley-Horn & Associates, Inc. for additional final design phase services for the Pavement Management Program, Urban Street Reconstruction – City Project No. 2009-09D (South Grove Area 4) and City Project No. 2010-09D (South Grove Area 5).

SUMMARY

As part of the Pavement Management Program, Areas 4 and 5 of the South Grove neighborhood (see attached map) have been identified for reconstruction in 2009 and 2010, respectively. It is necessary to complete the final design for South Grove Area 4 (2009) and Area 5 (2010) simultaneously due to the connectivity of the storm sewer, streets, and water main system. In particular, the storm sewer is one complete system which also incorporates the 2009 County reconstruction project of Concord Boulevard.

On January 26, 2009, the City Council approved IPO No. 12A with Kimley-Horn and Associates, Inc. in the amount of \$325,110 for final design services and some construction phase services for Area 4 and Area 5. IPO No. 12B includes additional final design services for Area 4 and Area 5.

I have reviewed the proposal and recommend approval of the resolution which authorizes execution of IPO No. 12B in the amount of \$19,100.

SDT/kf

Attachments: Map
Resolution
IPO 12B

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

RESOLUTION APPROVING INDIVIDUAL PROJECT ORDER NO. 12B WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR ADDITIONAL FINAL DESIGN PHASE SERVICES FOR THE PAVEMENT MANAGEMENT PROGRAM, URBAN STREET RECONSTRUCTION – CITY PROJECT NO. 2009-09D (SOUTH GROVE AREA 4) AND CITY PROJECT NO. 2010-09D (SOUTH GROVE AREA 5)

RESOLUTION NO. _____

WHEREAS, City council approved Individual Project Order No. 12A with Kimley-Horn and Associates, Inc. for final design services for City Project No. 2009-09D and 2010-09D on January 26, 2009; and

WHEREAS, additional final design services were requested by the City to assist with easement acquisition and bid alternate coordination; and

WHEREAS, Kimley-Horn and Associates, Inc. has submitted Individual Project Order No. 12B for the work as requested by the City of Inver Grove Heights.

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

1. Individual Project Order (IPO) No. 12B with Kimley-Horn and Associates, Inc. for the following work is hereby approved:

<u>Work Task</u>	<u>Estimated Fee</u>
Final Design Phase Services – Area 4	\$13,800
Final Design Phase Services – Area 5	\$ 1,800
Project Management/Meetings – Area 4	\$ 2,400
Additional Reimbursable Expenses	<u>\$ 1,100</u>
TOTAL	\$19,100

2. The City is authorized to enter into IPO No. 12B with Kimley-Horn and Associates, Inc.

Adopted by the City Council of Inver Grove Heights, MN this 8th day of June 2009.

AYES:
NAYS

George Tourville, Mayor

ATTEST:

Melissa Rheäume, Deputy Clerk

INDIVIDUAL PROJECT ORDER NUMBER 12B

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

Identification of Project: South Grove Urban Street Reconstruction Areas 4, 5 & 6
City Project 2009-09D

General Category of Services: Additional Final Design Services for Area 4 and 5

Specific Scope of Basic Services: Preparation of final construction plans and specifications for Area 4.
Preparation of final construction plan for Area 5 storm sewer. See attached Exhibit A for a more detailed summary of the scope of services.

Additional Services if Required: None identified at this time.

Schedule: See attached Exhibit C.

Deliverables: Final Construction Plans for Area 4
Final Construction Plan for Area 5 Storm Sewer
Project Manual/Construction Specifications for Area 4

Method of Compensation: To be billed on an hourly (cost plus) basis as detailed in attached Exhibit B.

Special Terms of Compensation: None

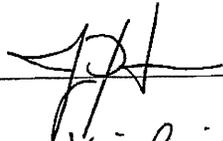
Other Special Terms of Individual Project Order: None

ACCEPTED:

CITY OF INVER GROVE HEIGHTS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____

TITLE: _____

TITLE: Vice President

DATE: _____

DATE: 6/1/09

EXHIBIT A
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO. 12B

SOUTH GROVE URBAN STREET RECONSTRUCTION AREAS 4, 5 & 6

Previous IPO No. 12 included feasibility study phase services for the South Grove Urban Street Reconstruction Areas 4, 5, and 6. Previous IPO No. 12A included final design and construction phase services for South Grove Urban Street Reconstruction Areas 4 and 5. This IPO includes additional final design services for Areas 4 and 5. These services are detailed below.

1. Feasibility Study Services

No additional services are required at this time.

2. Final Design Services

A) Area 4

i. Independent School District (ISD) 199 Coordination

As requested by City staff, additional coordination was needed for multiple iterations of the temporary easement limits on the former South Grove Elementary School property easement exhibits. Additional services were required as a result of coordination with ISD 199 staff regarding the potential staging area for the project.

ii. Additional 78th Street Improvements

Kimley-Horn performed additional design work for the improvements along 78th Street. The work included the following tasks:

- Change street width on 78th Street from Clayton Avenue to Cloman Way as directed by Council.
- Rain garden design coordination on the south side of 78th Street on the Rolling Meadows property including exploring options for capturing and conveying street runoff without a standard catch basin.
- New proposed sections of bituminous trail along the south side of 78th Street near the Rolling Meadows development. This work included determining potential retaining wall needs and construction limit impacts to private property.

iii. Bid Alternate Coordination

City staff requested that Kimley-Horn incorporate four (4) bid alternates into the project plans and specifications. Additional coordination was required to incorporate the bid alternates, which are identified below.

- Clayton Pond Outlet Improvements
- Oakwood Park Rain Garden Improvements
- Oakwood Park Parking Lot Reconstruction

- Alternate Project Staging Areas
- iv. Additional Survey Coordination**
As requested by City staff, Kimley-Horn coordinated with the City's surveyor, Gorman Surveying, for additional topographic survey needs. Additional survey was needed for the following locations:

- Utility Re-locates
- Independent School District 199 Property
- 78th Street and Cahill Avenue
- Clayton Avenue Pond
- Rolling Meadows Storm Sewer

B) Area 5

i. Concord Boulevard Project Coordination

As requested by City staff, Kimley-Horn coordinated additional topographic survey and prepared separate construction plans and cost estimate detailing proposed grading and storm sewer improvements to be constructed by the Concord Boulevard contractor.

3. Project Management/Meetings

A) Area 4

i. Additional Meetings

Per a request from City staff, Kimley-Horn conducted a pre-bid meeting for potential bidders for the project. Kimley-Horn also attended two (2) additional meetings with City and ISD 199 staff, as well as staff from the City Attorney's office, to coordinate potential easement acquisition from the former South Grove Elementary School property.

4. Construction Phase Services

No additional services are required at this time.

EXHIBIT B
ESTIMATED COSTS

INDIVIDUAL PROJECT ORDER (IPO) NO. 12B

SOUTH GROVE URBAN STREET RECONSTRUCTION AREAS 4, 5 & 6

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

<u>Work Task</u>	<u>Estimated Fee</u>
2A Final Design Services – Area 4	\$ 13,800
2B Final Design Services – Area 5	\$ 1,800
3A Project Management/Meetings - Area 4	\$ 2,400
Subtotal	\$ 18,000
Reimbursable Expenses	\$ 1,100
Total	\$ 19,100

Reimbursable expenses (copy/printing charges, plotting, mileage, delivery charges, faxes, etc.) will be charged as an office expense at 6.0% of the labor fee.

Our total estimated not-to-exceed cost for the scope of services included as a part of this IPO is, therefore, \$ 19,100 including all labor and reimbursable expenses.

EXHIBIT C
SCHEDULE

INDIVIDUAL PROJECT ORDER (IPO) NO. 12B

SOUTH GROVE URBAN STREET RECONSTRUCTION AREAS 4, 5 & 6

The following is a summary of the schedule for the project:

Public Improvement Hearing, Council Order Project, Approve Plans & Specs, and Authorize Advertisement for Bids	March 23, 2009
Bid Opening	April 30, 2009
Council Award Contract	May 11, 2009
Construction	May 26, 2009–October 2009

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Purchase of Event Tent

Meeting Date: June 8, 2009
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Eric Carlson – Parks & Recreation

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

PURPOSE/ACTION REQUESTED

Authorize staff to spend up to \$7,000 for the purchase of an new event tent. The expenditure would be funded from the Capital Equipment Fund or the Insurance Fund.

On May 26th the Council tabled action on this issue until the question of whether our insurance would cover the loss was resolved, at this point our insurance carrier has not given clear direction. If the insurance company determines they will cover the loss, the amount is under our deductible, so from a financial transaction stand point, our own insurance fund would be covering the expenditure through a series of accounting transfers/steps.

SUMMARY

On Saturday, May 2nd the annual May Day 5K was held. In preparation for the event, the City sets up a 30' x50' tent for the participants and spectators. After the event the weather turned windy and the tent was damaged beyond repair. The tent is typically used for the May Day 5K and IGH Days.

In researching the replacements costs for a new tent an expenditure of up to \$7,000 will be necessary. There may be “pieces” of the existing tent that can be reused. Our intention would be to reuse any pieces that can be reused and replace pieces that are beyond repair.

The tent had been originally donated to the City by Inver Grove Heights Legion. At the time of the donation, the City agreed to set up the tent up to five (5) times per year at the discretion of the Legion. During the past several years the Legion has requested that the tent be set up for the May Day 5K and Inver Grove Heights Days, two events in which the Legion is involved.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

American Legion Auxiliary Unit 424 – Exemption from Lawful Gambling Permit

Meeting Date: June 8, 2009
Item Type: Consent
Contact: 651.450.2513
Prepared by: Melissa Rheume
Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Approve application of the IGH American Legion Auxiliary Unit 424 for Exemption from Lawful Gambling Permit for the operation of Bingo at the Village Square Shopping Center Parking Lot, 6570 Cahill Avenue, on September 11, 12, & 13, 2009 for the Inver Grove Heights Days celebration.

SUMMARY:

The American Legion Auxiliary has submitted their annual request to set up a bingo tent in the Village Square Shopping Center parking lot, in front of Aldi's Grocery Store, to conduct bingo in conjunction with the Inver Grove Heights Days celebration. The Code Enforcement Officer/Fire Marshal will visit the site and approve the location for the bingo tent prior to the event.

Staff recommends approval of the application from the IGH American Legion Auxiliary Unit 424 for Exemption from Lawful Gambling License for the operation of Bingo at the Village Square Shopping Center, 6570 Cahill Avenue, on September 11, 12, & 13, 2009 in conjunction with the Inver Grove Heights Days celebration.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: June 8, 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: Gretchen Schwanz, Tom Auge, Tony Gubash, Matthew Price, Madeline Bauer, Jackelyn Doyle, Kayla Flannigan, Tricia Clifford, and Sarah Speldrick.

Please confirm the termination of employment of: Dan Martin as Patrol Officer.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Public Hearing (Continuation) to Consider Ordering Improvements, Approving Plans and Specifications and Authorizing Advertisement for Bid for City Project No. 2008-09F – Salem Hills Farm Reconstruction/Mill and Overlay

Meeting Date: June 8, 2009
 Item Type: Public Hearing
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SJT

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

PURPOSE/ACTION REQUESTED

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

SUMMARY

The public hearing for the project was opened at the May 11, 2009 City Council meeting. The Council decided to continue the public hearing several times to the June 8, 2009 City Council meeting. This was done to allow staff time to complete a survey of property owners in the project area to discern the level of sump pump use. In addition, staff worked with the geotechnical consultants to determine what additional field testing and analysis would be needed to answer the residents' concerns about the affect of the proposed street reconstruction project.

Attachments are provided with this item outlining the survey results and the geotechnical consultant's reviews. The questionnaire was well received and over 55% of the residents responded. The results indicate that 53% of the respondents in the reconstruction area indicated that sump pumps have been installed and various seasonal levels of pumping occur. Multiple pumps occur at 3 locations. In the mill and overlay area, respondents indicate that 40% have sump pumps with 3 multiple pump locations. A total of 48 locations have identified existing sump pumps. A review of the building as-built survey certificates indicate an additional 14 locations that did not respond to the survey may have sump pumps. A table of the survey summary is attached along with several maps to illustrate the survey responses (see City Engineer's June 1, 2009 letter).

The City's consultant, Barr Engineering, has reviewed the project and questionnaire results in their June 3, 2009 letter. They estimated the hydraulic impact of the potential sump pump discharges and their model indicates that the sump pump discharges will not provide a significant enough volume of water to increase the peak flood volumes.

Barr Engineering also reviewed the potential impacts to the current subsurface drainage patterns on basements or foundations. They indicate that the proposed design will remove water from the soil profile and will not contribute any water to the basements or foundation of adjacent houses. The street drainage may reduce the amount of subsurface water in some areas. Barr also recommended that the project design include improvements to reduce water migration from the pond north of 63rd Street by placing a cut off wall or a liner in the pond.

In addition, the City's Geotechnical consultant, American Engineering Testing (AET), has reviewed the project and questionnaire results as outlined in their letter. They recommend the 2 feet sand layer with draitiles to reduce frost actions in the street improvements. It is their opinion that the planned street improvements will not negatively impact water which reaches the basement areas. They expect the sand subbase and tile will improve water collection and disposal in the area.

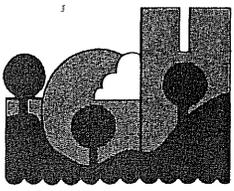
AET also noted that water which is currently pumped travels to the existing ponds by overland and piping systems. The proposed tile connections would have minimal affect on the travel time. This was reviewed in Barr's letter with no significant impact to peak flood levels.

AET also indicated that installation of piezometers would not provide significant value pertaining to evaluation of the roadway improvement approach. Their letter also indicates that construction vibration is normally at a level that does not induce structural damage. Preconstruction surveys could be performed by the contractor to address these concerns.

The City Council can review the attached survey results and additional consultant analysis for this project. It is recommended that the City Council approve the resolution ordering the project, approving plans and specifications and authorizing advertisement for bid for City Project No. 2008-09F – Salem Hills Farm Reconstruction/Mill and Overlay.

TJK/kf

Attachments: City Engineer letter to AET (June 1, 2009)
Maps
Barr Engineering letter to City (June 3, 2009)
AET letter to the City (June 4, 2009)
Resolution



City of Inver Grove Heights

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

June 1, 2009

Jeff Voyer
Dave Rettner
AET, Inc.
550 Cleveland Avenue North
St. Paul, MN 55114

Dear Mr. Voyer and Mr. Rettner:

Enclosed is a packet of materials related to the City's Questionnaire in the Salem Hills Street Improvement Project. This information was gathered by sending out a survey to residents in the area. Please review this information to determine potential effects of the sump pumps in the area.

The following is a brief summary of the survey questionnaire results:

A. In Reconstruction Area

- Number of sump pumps Identified – 18 of 34 (53%) (3 had multiple pumps).
- Number of questionnaires returned – 21 (62%).
- Number of questionnaires sent – 34.
- Respondents indicate 35% pump in spring, 28% in summer, 23% in fall and 8% in winter.
- 53% of these respondents indicated they would connect to the proposed tile system. Respondent's indicating they would not comment were generally adjacent to ponds.

B. In the Mill and Overlay Area

- 41 of 74 surveys were returned (55%).
- 30 of 74 locations have sump pumps (40%) (3 were multiple pumps).
- 18% report spring pumping, 20% in summer, 14% in fall, 3% in winter.

The following information is being transmitted with this letter:

- Copies of the 62 surveys that were returned.
- Tables which summarize the data from the surveys.
- Graphical representations which show the survey data on maps of the following:
 - a. Sump pump locations in returned surveys.
 - b. Basement elevations from the individual certificates of surveys.
 - c. Maps indicating the seasons that pumping occurs.
 - d. Maps showing basement depth.

These preliminary results indicate concentrations of sump pumps throughout the project. Note the concentration of multiple sump pumps near the intersection of 63rd Street East and Ballantine Avenue.

Page 2
Sump Pumps

In reviewing the basement floor elevations, it appears that there may be additional sump pumps on properties that have not taken the opportunity to respond to the questionnaire. A comparison of basement elevations indicates a likelihood of up to 14 additional sump pump locations in the eastern half of the project where the City has asbuilt records. It also appears likely that homes with basement depth from zero to 3 feet are not affected by the ground water fluctuations when compared to homes with basement depths from 4 feet to 8 feet.

Please review this information and update the draft letter you have prepared previously. This topic will be on the June 8 Council Agenda. An update letter by June 4, 2009 could be included in the Council packet.

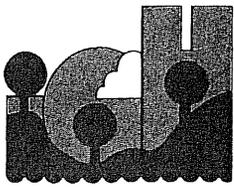
Sincerely,

A handwritten signature in black ink, appearing to read "Thomas J. Kaldunski". The signature is fluid and cursive, with the first name being the most prominent.

Thomas J. Kaldunski, P.E.
City Engineer

TJK/rs

Cc: Scott Thureen, Public Works Director
Steve Dodge, Asst. City Engineer



City of Inver Grove Heights

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

June 1, 2009

Jason Westbrook, P.E.
Barr Engineering Co.
4700 West 77th Street
Minneapolis, MN 55435-4803

Dear Mr. Westbrook:

Enclosed is a packet of materials related to the City's Questionnaire in the Salem Hills Street Improvement Project. This information was gathered by sending out a survey to residents in the area. Please review this information to determine potential effects of the sump pumps in the area.

The following is a brief summary of the survey questionnaire results:

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Sincerely,

A handwritten signature in black ink, appearing to read "Thomas J. Kaldunski". The signature is written in a cursive style with a large initial 'T'.

Thomas J. Kaldunski, P.E.
City Engineer

TJK/rs

Cc: Scott Thureen, Public Works Director
Steve Dodge, Asst. City Engineer

Sump Pump Survey: Mill Overlay Portion 2008-09F Salem Hills Farm

MAP NO.	TAXPIN	HOUSE	STREET	SURVEY	SUMP PUMP	GPM	HP	SPRING	SUMMER	FALL	WINTER	IMMED - LATELY	SPRING THAW	DRY PERIODS	WINTER	BACK YARD	SIDE YARD	FRONT YARD	BASEMENT SEWER	STORM SEWER
1	200050008206	1785	63RD ST E																	
2	206595001006	1805	63RD ST E	YES	0															
3	206595002006	1835	63RD ST E	YES	1											YES				
4	206595003006	1855	63RD ST E	YES	1															
5	206595013001	1800	63RD ST E	YES	1															
6	206595012001	1808	63RD ST E	YES	1															
7	206595011001	6315	BACHMAN CIR	YES	1		2	YES	YES	YES		YES	YES				YES			
8	206595010001	6335	BACHMAN CIR	YES	1		1/2									YES				
9	206595009001	6350	BACHMAN CIR	YES	1															
10	206595008001	6336	BACHMAN CIR	YES	1															
11	206595007001	6316	BACHMAN CIR	YES	1		1/3	YES	YES	YES		YES	YES				YES			
12	206595002001	6405	BAILEY TRL	YES	1		1/2	YES	YES	YES		YES	YES				YES			
13	206595001001	6415	BAILEY TRL	YES	1			YES	YES	YES		YES	YES			YES				
14	200050007004	6465	BAILEY TRL	YES	0															
15	206595003002	6321	BAKER AVE																	
16	206595004002	6351	BAKER AVE																	
17	206595005002	1921	64TH ST E	YES	1		1/2	YES	YES	YES		YES	YES				YES			
18	206595001004	6320	BAKER AVE	YES	2		YES	YES	YES	YES		YES	YES			YES				
19	206595002004	6340	BAKER AVE	YES	0															
20	206595003004	6380	BAKER AVE	YES	1												YES			
21	206595001003	1920	64TH ST E	YES	1			YES	YES	YES		YES	YES				YES			
22	206595002003	1940	64TH ST E																	
23	206595003003	1970	64TH ST E	YES	0															
24	206595004003	1986	64TH ST E	YES	1															
25	200050008004	6470	BAILEY TRL	YES	0														YES	
26	206595004004	6305	BALLANTINE AVE	YES	2		55	1/2	YES	YES		YES	YES			YES	YES			
27	206595005004	6345	BALLANTINE AVE E																	
28	206595006004	6375	BALLANTINE AVE	YES	0															
29	206595007004	6395	BALLANTINE AVE	YES	2															
30	206595002005	6304	BALLANTINE AVE	YES	2		1/3	YES	YES	YES		YES	YES	YES	YES	YES	YES			
31	206595003005	6342	BALLANTINE AVE	YES	1		50	1/2	YES	YES		YES	YES				YES			
32	206595004005	6362	BALLANTINE	YES	1			YES	YES	YES		YES	YES			YES				
33	206595005005	6382	BALLANTINE AVE	YES	0															
34	206595006005	6398	BALLANTINE AVE	YES	1															
35	206595109001	6410	BALLANTINE CT				1/3										YES			
36	206595104101	6420	BALLANTINE CT																	
37	206595103001	6430	BALLANTINE CT																	
38	206595102001	6440	BALLENTINE CT																	
39	206595114001	6321	BARCLAY AVE	YES	1			YES	YES	YES		YES	YES	YES	YES	YES				YES
40	206595113001	6341	BARCLAY AVE																	
41	206595112001	6361	BARCLAY AVE E	YES	0															

Sump Pump Survey: Mill Overlay Portion 2008-09F Salem Hills Farm

MAP NO.	TAXPIN	HOUSE	STREET	SURVEY	SUMP PUMP	GPM	HP	SPRING	SUMMER	FALL	WINTER	IMMED- LATELY	SPRING THAW	DRY PERIODS	WINTER	BACK YARD	SIDE YARD	FRONT YARD	BASEMENT SEWER	STORM SEWER	
42	20659511001	6381	BARCLAY AVE	YES	0																
43	206595110001	6401	BARCLAY AVE	YES	0																
44	206595108001	6421	BARCLAY AVE E	YES	0																
45	206595107001	6441	BARCLAY AVE	YES	0																
46	206595106001	6461	BARCLAY AVE	YES	0																
47	206595105101	6491	BARCLAY AVE	YES	0																
48	206595101002	6330	BARCLAY AVE																		
49	206595102002	6350	BARCLAY ST	YES	1		1/2	YES	YES	YES		YES	YES			YES					
50	206595103002	6370	BARCLAY AVE	YES	0																
51	206595104002	6402	BARCLEY AVE	YES	0																
52	206595105002	6422	BARCLAY AVE	YES	1			YES					YES			YES					
53	206595106002	6442	BARCLAY AVE																		
54	206595107002	6482	BARCLAY AVE																		
55	206595108002	6495	BECKMAN AVE	YES	0																
56	206595109002	6481	BECKMAN AVE																		
57	206595114002	6401	BECKMAN AVENUE CT	YES	1	20	1/4		YES			YES					YES				
58	206595115002	6381	BECKMAN AVENUE CT	YES	1																
59	206595116002	6361	BECKMAN AVENUE CT																		
60	206595117002	6341	BECKMAN CT																		
61	206595118002	6321	BECKMAN CT																		
62	206595111002	6451	BECKMAN CT	YES	1	40	1/3										YES				
63	206595112002	6431	BECKMAN AVENUE CT																		
64	206595113002	6411	BECKMAN AVENUE CT																		
65	206595110002	6471	BECKMAN AVE																		
66	206595109003	6320	BECKMAN AVE	YES	1	60	1/2	YES	YES	YES		YES	YES			YES					
67	206595108003	6390	BECKMAN AVE																		
68	206595107003	6460	BECKMAN AVE																		
69	206595106003	6470	BECKMAN AVE																		
70	206595105003	6472	BECKMAN AVE	YES	1			YES	YES	YES	YES	YEW	YES	YES	YES	YES					
71	206595104003	6474	BECKMAN AVE																		
72	206595103003	6476	BECKMAN AVE E																		
73	206595102003	6478	BECKMAN AVE	YES	1			YES	YES	YES											
74	206595101003	6480	BECKMAN AVE	YES	1												YES				

Sump Pump Survey: Mill Overlay Portion 2008-09F Salem Hills Farm

MAP NO.	TAXPIN	HOUSE	STREET	FEET INCHES	WINDOW	N/E/S/W	CRACKS	SEEPAGE	PLING
1	200050008205	1785	63RD ST E						
2	206595001006	1805	63RD ST E						
3	206595002006	1835	63RD ST E			NORTH	NO	NO	NO
4	206595003006	1855	63RD ST E		DOOR	NORTH	NO	NO	NO
5	206595013001	1800	63RD ST E	4	WINDOW	NORTH	NO	NO	Pump has run maybe 3 or 4 times Pump has not run in last 5 years or more
6	206595012001	1808	63RD ST E						
7	206595011001	6315	BACHMAN CIR	3	WINDOW	SOUTH	NO	YES	NO
8	206595010001	6335	BACHMAN CIR						
9	206595009001	6350	BACHMAN CIR	3	WINDOW	EAST	NO	NO	NO
10	206595008001	6336	BACHMAN CIR						
11	206595007001	6316	BACHMAN CIR	6	DOOR	EAST	NO	NO	NO
12	206595002001	6405	BAILEY TRL	4		NORTHWEST	NO	NO	NO
13	206595001001	6415	BAILEY TRL						
14	200050007004	6465	BAILEY TRL						
15	206595003002	6321	BAKER AVE						
16	206595004002	6351	BAKER AVE						
17	206595005002	1921	64TH ST E	3	WINDOW	NORTH	NO	NO	
18	206595001004	6320	BAKER AVE	3		NORTH	YES	YES	NO
19	206595002004	6340	BAKER AVE	7	WINDOW	EAST	NO	YES	NO
20	206595003004	6380	BAKER AVE	4	WINDOW	EAST	NO	NO	NO
21	206595001003	1920	64TH ST E	4		EAST	NO	NO	Thank you for doing this - out neighborhood certainly has water issues (for us we are up high though)
22	206595002003	1940	64TH ST E						
23	206595003003	1970	64TH ST E	3	WINDOW	WEST	NO	NO	NO
24	206595004003	1986	64TH ST E	3	WINDOW	SOUTHEAST	NO	NO	NO
25	200050008004	6470	BAILEY TRL	1	DOOR	EAST	NO	NO	Pump never runs Do not need work in front of house.
26	206595004004	6305	BALLANTINE AVE	3	WINDOW	WEST	NO	NO	NO
27	206595005004	6345	BALLANTINE AVE						
28	206595006004	6375	BALLANTINE AVE	4	WINDOW	NORTH	YES	NO	
29	206595007004	6395	BALLANTINE AVE						
30	206595002005	6304	BALLANTINE AVE	3	WINDOW	SOUTH	NO	NO	NO
31	206595003005	6342	BALLANTINE AVE	0	DOOR	EAST		YES	YES
32	206595004005	6362	BALLANTINE AVE	0	DOOR	EAST	NO	NO	NO
33	206595005005	6382	BALLANTINE AVE		DOOR		YES	NO	NO
34	206595006005	6398	BALLANTINE AVE						Hasn't needed sump pump; all homes which pump should be required to hook-up to storm drain. Water has damaged streets.
35	206595109001	6410	BALLANTINE CT			EAST	YES	NO	YES
36	206595104101	6420	BALLANTINE CT						
37	206595103001	6430	BALLANTINE CT						
38	206595102001	6440	BALLANTINE CT						
39	206595114001	6321	BARCLAY AVE	8			YES	NO	NO
40	206595113001	6341	BARCLAY AVE						Repair soil with 4 ft of rock when built
41	206595112001	6361	BARCLAY AVE				NO	NO	NO

Sump Pump Survey: Mill Overlay Portion 2008-09F Salem Hills Farm

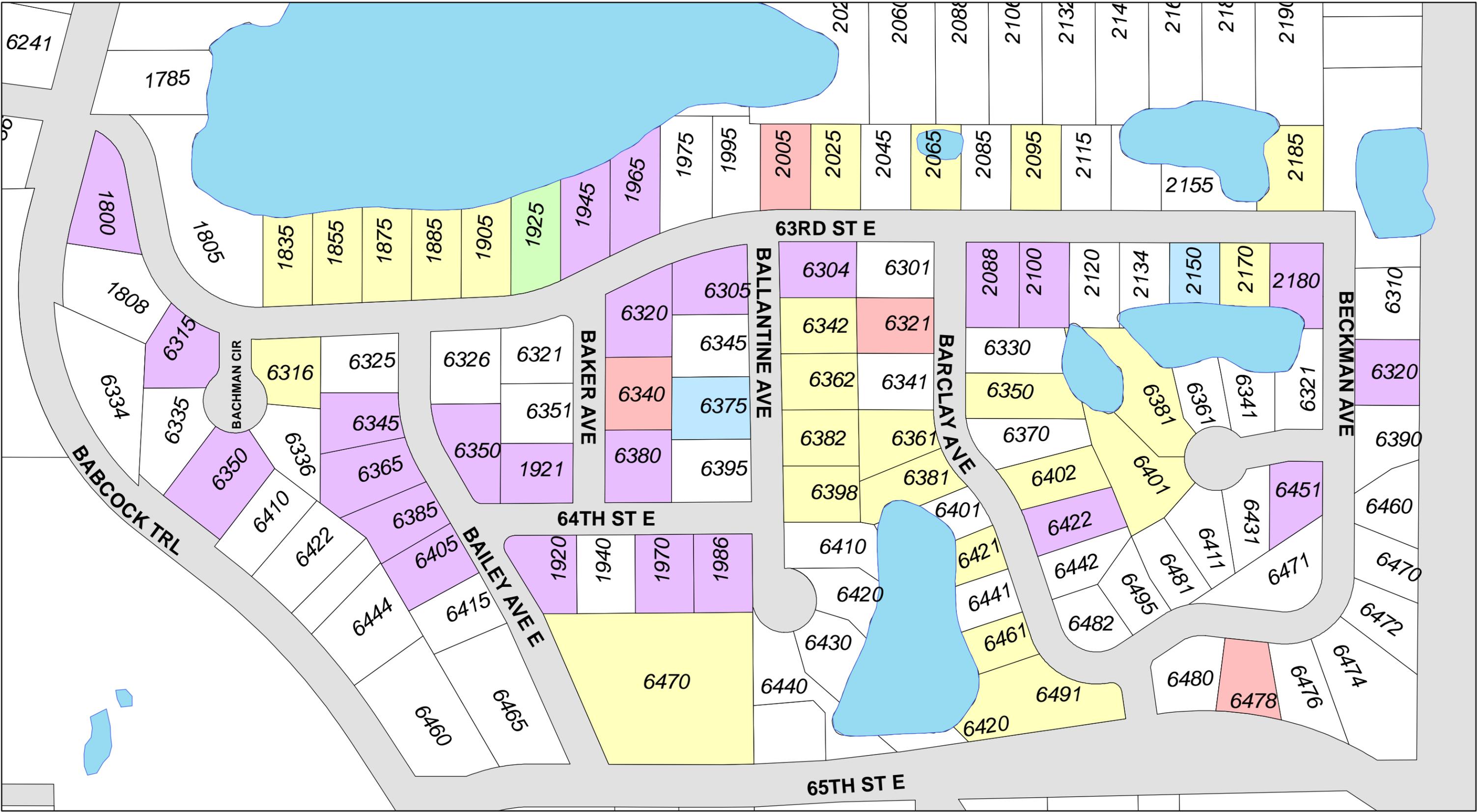
MAP NO.	TAXPIN	HOUSE	STREET	FEET	INCHES	WINDOW	NE/SW	CRACKS	SEEPAGE	PILING	
42	20659511001 6381	BARCLAY AVE								YES	Basement on slab
43	20659511001 6401	BARCLAY AVE									
44	206595108001 6421	BARCLAY AVE E			1	DOOR	WEST	YES	NO	NO	
45	206595107001 6441	BARCLAY AVE									
46	206595106001 6461	BARCLAY AVE			1	DOOR	SOUTHWEST	NO	NO	NO	
47	206595105101 6491	BARCLAY AVE						YES	NO		House built on slab
48	206595101002 6330	BARCLAY AVE									
49	206595102002 6350	BARCLAY ST		0	0	DOOR	EAST	NO	NO	NO	We didn't need a sump pump the first few years our house was built. As homes were built around us, we needed to install a sump because our sump basket filled to the top one summer. Its been "inservice" constantly ever since.
50	206595103002 6370	BARCLAY AVE									
51	206595104002 6402	BARCLAY AVE						YES	YES	NO	Water pipe in line with driveway causing drainage towards house
52	206595105002 6422	BARCLAY AVE		4	0	WINDOW	EAST	NO	NO	NO	63rd only street breaking up. Homes adjacent to 63rd have sump pumps discharging to street. These homeowners are causing break up of street and bera the cost of the street restoration.
53	206595106002 6442	BARCLAY AVE									
54	206595107002 6482	BARCLAY AVE									
55	206595108002 6495	BECKMAN AVE						YES			
56	206595109002 6481	BECKMAN AVE									
57	206595114002 6401	BECKMAN AVENUE CT			2	DOOR	WEST	NO	NO	NO	
58	206595115002 6381	BECKMAN AVENUE CT					NORTH	YES	NO	NO	Never run sump pump - flush with lower level floor
59	206595116002 6361	BECKMAN AVENUE CT									
60	206595117002 6341	BECKMAN CT									
61	206595118002 6321	BECKMAN CT									
62	206595111002 6451	BECKMAN CT		3	4	WINDOW	NORTH	NO	NO	NO	Doesn't use pump
63	206595112002 6431	BECKMAN AVENUE CT									
64	206595113002 6411	BECKMAN AVENUE CT									
65	206595110002 6471	BECKMAN AVE									
66	206595109003 6320	BECKMAN AVE		3	4	WINDOW	EAST	YES	YES	NO	Been here 12 years, 63rd was bad then. Poor planning on City's part.
67	206595108003 6390	BECKMAN AVE									
68	206595107003 6460	BECKMAN AVE									
69	206595106003 6470	BECKMAN AVE									
70	206595105003 6472	BECKMAN AVE						YES	YES		Had to get standard water control
71	206595104003 6474	BECKMAN AVE									
72	206595103003 6476	BECKMAN AVE E									
73	206595102003 6478	BECKMAN AVE		7	4		WEST	NO	NO	NO	
74	206595101003 6480	BECKMAN AVE						NO	NO	NO	

Sump Pump Survey: Reconstruction Portion 2008-09F Salem Hills Farm

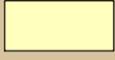
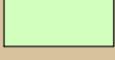
MAP NO.	PID NO.	HOUSE	STREET	SURVEY	SUMP PUMP	GPM	HP	SPRING	SUMMER	FALL	WINTER	IMMED - LATELY	SPRING THAW	DRY PERIODS	WINTER	BACK YARD	SIDE YARD	FRONT YARD	BASEMENT SEWER	STORM SEWER	DRAINTILE
1	206595004006	1875	63RD ST E	YES	1							YES				YES					NO
2	206595005006	1885	63RD ST E	YES	2			YES				YES				YES					YES
3	206595006006	1905	63RD ST E	YES	1			YES	YES		YES	YES	YES		YES	YES					NO
4	206595007006	1925	63RD ST E	YES	1																NO
5	206595008006	1945	63RD ST	YES	0																YES
6	206595009006	1965	63RD ST E	YES	1			YES				YES				YES					NO
7	206595010006	1975	63RD ST E																		
8	206595011006	1995	63RD ST E																		
9	ELIMINATED: is incorporated with lot 8																				
10	206595012006	2005	63RD ST E	YES	2	50	3/4	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES				YES
11	206595013006	2025	63RD ST	YES	1		1	YES	YES			YES	YES			YES					YES
12	206595014006	2045	63RD ST E																		
13	206595015006	2065	63RD ST E	YES	0																
14	206595016006	2085	63RD ST E																		
15	206595017006	2095	63RD ST E	YES	0																
16	206595018006	2115	63RD ST																		
17	206595019006	2135	63RD ST E																		
18	206595020006	2155	63RD ST E																		
19	206595021006	2185	63RD ST E	YES	1																YES
20	206595001000																				
21	206595110003	6310	BECKMAN AVE																		
22	206595007007	2180	63RD ST E	YES	1					YES						YES					NO
23	206595006007	2170	63RD ST E	YES	1	83.33	5			YES		YES				YES					NO
24	206595005007	2150	63RD ST E	YES	1			YES	YES			YES	YES	YES		YES					NO
25	206595004007	2134	63RD ST																		
26	206595003007	2120	63RD ST E	YES	1														YES		YES
27	206595002007	2100	63RD ST E	YES	1			YES	YES	YES	YES	YES	YES	YES	YES	YES					NO
28	206595001007	2088	63RD ST E	YES	1	48	1/3	YES	YES	YES	YES	YES	YES	YES		YES	YES				YES
29	206595001005	6301	BARCLAY AVE																		
30	206595001002	6326	BAILEY TRL																		
31	206595002002	6350	BAILEY TRL	YES	1	45.83	1/3	YES				YES	YES				YES				YES
32	206595006001	6325	BAILEY TRL																		
33	206595005001	6345	BAILEY TRL	YES	?			YES	YES	YES	YES	YES	YES				YES				YES
34	206595004001	6365	BAILEY TRL	YES	2			YES	YES	YES	YES	YES	YES		YES	YES	YES				YES
35	206595003001	6385	BAILEY TRL	YES	1	6	3/10	YES	YES	YES	YES	YES	YES			YES	YES				YES

Sump Pump Survey: Reconstruction Portion 2008-09F Salem Hills Farm

MAP NO.	PID NO.	HOUSE	STREET	FEET	INCHES	WINDOW	N/E/S/W	CRACKS	SEEPAGE	PILING	Notes
1	206595004006	1875	63RD ST E				NORTH	NO	NO	NO	Support project
2	206595005006	1885	63RD ST E		2	DOOR	NORTH	YES	NO	NO	
3	206595006006	1905	63RD ST E	3	3 TO 4		NORTH	YES	YES		Some water in corner
4	206595007006	1925	63RD ST E	2	0		WEST	NO	NO	NO	No water problems
5	206595008006	1945	63RD ST		36	WINDOW	NORTH	NO	NO	NO	House is built on elevated lot, other houses much lower
6	206595009006	1965	63RD ST E	4		WINDOW	EAST	NO	NO	NO	
7	206595010006	1975	63RD ST E								
8	206595011006	1995	63RD ST E								
9	ELIMINATED: is incorporated with lot 8										
10	206595012006	2005	63RD ST E	8	0		EAST	NO	NO	NO	
11	206595013006	2025	63RD ST	0	1	DOOR	NORTH	YES	YES		Spent over 20K in foundation work; have interior/exterior draintile, but still have problems
12	206595014006	2045	63RD ST E								
13	206595015006	2065	63RD ST E				NORTH	NO	NO	YES	Draintile inside and outside foundation; drain to pond with outside draintile
14	206595016006	2085	63RD ST E								No sump pump, never had water in basement; street is fine.
15	206595017006	2095	63RD ST E				NORTH	YES	YES		
16	206595018006	2115	63RD ST								
17	206595019006	2135	63RD ST E								
18	206595020006	2155	63RD ST E								
19	206595021006	2185	63RD ST E						NO	NO	Do not have basement; do not use pump
20	206595001000		BECKMAN AVE								
21	206595110003	6310									
22	206595007007	2180	63RD ST E		41		SOUTH	NO	YES	NO	
23	206595006007	2170	63RD ST E		3	DOOR	SOUTH	NO	NO	NO	
24	206595005007	2150	63RD ST E	5			NORTH	NO	NO	NO	
25	206595004007	2134	63RD ST								
26	206595003007	2120	63RD ST E			WINDOW	SOUTH	YES	YES	NO	Water once after heavy rain
27	206595002007	2100	63RD ST E	3	8	WINDOW	WEST	NO	NO	NO	
28	206595001007	2088	63RD ST E	3	4	WINDOW	WEST	YES	NO	NO	
29	206595001005	6301	BARCLAY AVE								
30	206595001002	6326	BAILEY TRL								
31	206595002002	6350	BAILEY TRL	4	0	WINDOW	NORTH	YES	YES		Mold on 2x6 in basement in Oct. 2008; new pump and draintile
32	206595006001	6325	BAILEY TRL								
33	206595005001	6345	BAILEY TRL	3	8	WINDOW	NORTH	NO	NO	NO	
34	206595004001	6365	BAILEY TRL	3	6	WINDOW	WEST	YES	YES	NO	Water level just below footings; rain or thaw bring in water
35	206595003001	6385	BAILEY TRL	3	6			NO	NO	NO	Egress window leaked from heavy rain; not sure on draintile if offered



Basement depth below lowest opening:

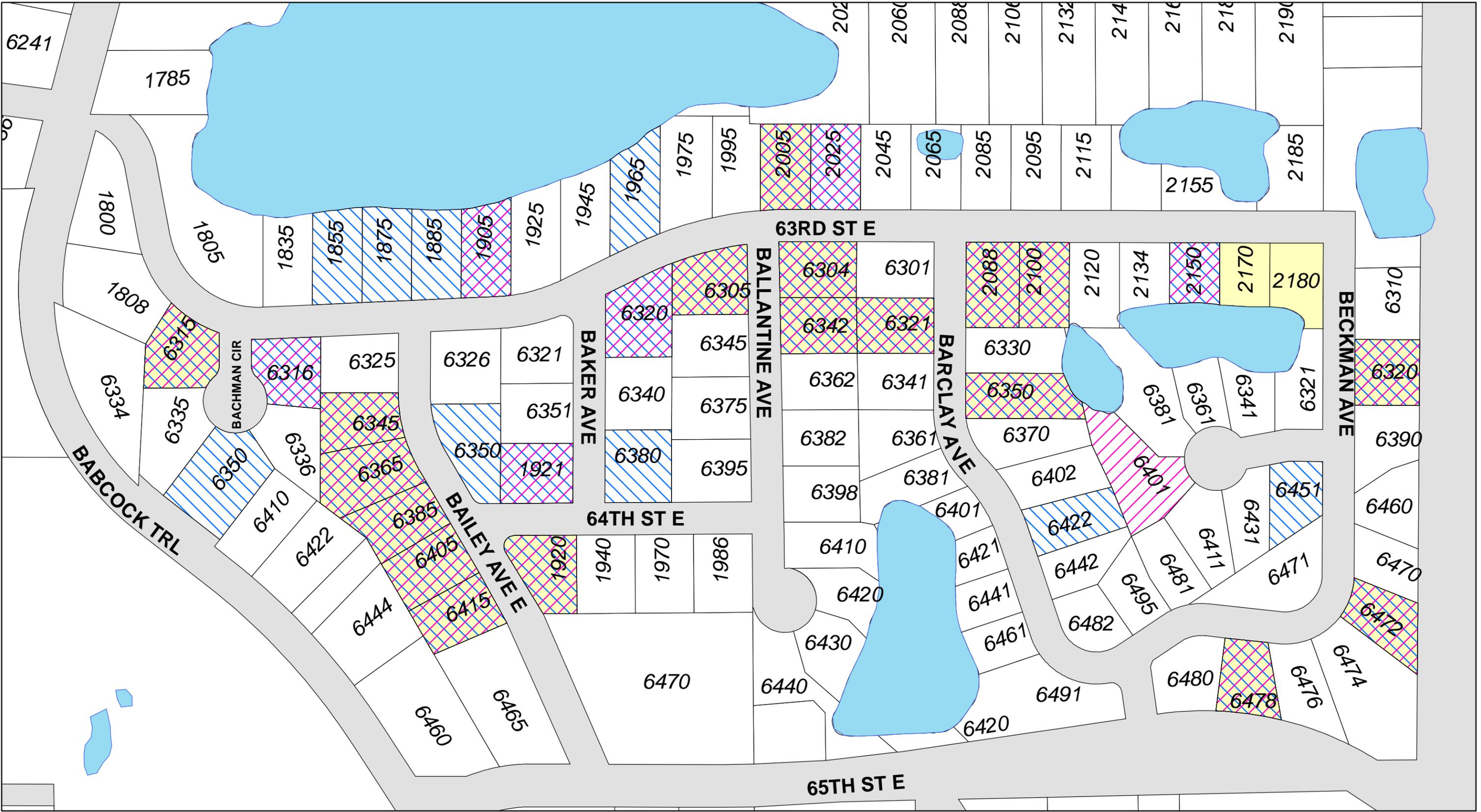
 0-1' depth	 3-4' depth	 5-7' depth	 no info
 1-3' depth	 4-5' depth	 7-8' depth	

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



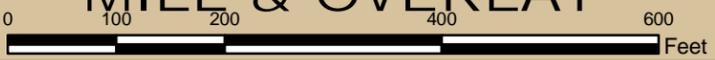
SOURCE: CITY OF IGH
DATA LOCATION IGH4:\PROJECTS_PUBLIC\
2008_PROJECTS\2008-09F_SALEM_HILLS_FARMS\
CITY OF INVER GROVE HEIGHTS
GIS DEPARTMENT
MAY 2009





-  spring pumping reported
-  summer pumping reported
-  fall pumping reported

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



SOURCE: CITY OF IGH
 DATA LOCATION IGH4\PROJECTS_PUBLIC\
 2008_PROJECTS\2008-09F_SALEM_HILLS_FARMS\
 CITY OF INVER GROVE HEIGHTS
 GIS DEPARTMENT
 MAY 2009





 winter pumping reported

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



SOURCE: CITY OF IGH
 DATA LOCATION IGH4\PROJECTS_PUBLIC\
 2008_PROJECTS\2008-09F_SALEM_HILLS_FARMS\

CITY OF INVER GROVE HEIGHTS
 GIS DEPARTMENT
 MAY 2009





* 2 has sump pump:
 * indicate issues
 # indicates multiple pumps

has sump pump
 no sump pump
 no response

Lowest floor data:
 Surveyed lowest floor data
 Estimated lowest floor based on questionnaire & grading plan

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

0 100 200 400 600 Feet



SOURCE: CITY OF IGH
 DATA LOCATION IGH4:\PROJECTS_PUBLIC\
 2008_PROJECTS\2008-09F_SALEM_HILLS_FARMS\
 PDFs\utilities
 CITY OF INVER GROVE HEIGHTS
 GIS DEPARTMENT
 MAY 2009





Barr Engineering Company
4700 West 77th Street • Minneapolis, MN 55435-4803
Phone: 952-832-2600 • Fax: 952-832-2601 • www.barr.com *An EEO Employer*

Minneapolis, MN • Hibbing, MN • Duluth, MN • Ann Arbor, MI • Jefferson City, MO • Bismarck, ND

June 3, 2009

Steve Dodge
City of Inver Grove Heights
8150 Barbara Ave.
Inver Grove Heights, MN 55077

Re: 63rd Street Reconstruction Drain Tile Connection Letter of Opinion

Dear Steve:

It is my understanding that the City intends to reconstruct 63rd Street East due to its susceptibility to frost damage. As part of the reconstruction efforts the City intends to install a six-inch diameter perforated drain tile to drain water from beneath the road which will improve the frost tolerance of the road. It is also my understanding that the citizens adjacent to the project and the downstream receiving water bodies have expressed concerns regarding the potential impacts of adding the drain tile. This letter contains my professional opinion to the citizens' concerns.

Will connecting sump pumps to the storm sewer system impact the water elevations of the downstream receiving water bodies?

The typical residential sump pump evacuates water at a rate of approximately 40 gallons-per-minute (or 0.09 cubic-feet-per-second). The pumps begin pumping water when the water in the basement sump reaches a pre-defined upper elevation and continues to pump until the water reaches a pre-defined lower elevation. The pumping can last for several minutes, but generally it is less than one minute to drawdown the sump basket and the pumping is not continuous.

It is my understanding that most of the homes in the area have sump pumps and the majority of the pumps discharge either to the side or rear of the home with a few homes discharging in the front yard near the road. Since most of the homes are already discharging water from their sumps onto their lawns, the impact of connecting the sumps to the storm drain will be the result of a change in timing rather than a change in volume.

To estimate the impacts of discharging the sump pumps into the storm drains we revised the City's surface water runoff model to include pumping from the residences. In order to accommodate the change in timing, we reduced the Time of Concentration parameter which is basically defined as the amount of time it would take a droplet of rain that falls at the farthest reaches of the watershed to drain to the lowest point in the watershed. By reducing the Time of Concentration we increase the peak inflow rates to each of the ponds.

There are six ponds that would receive sump pump water from the proposed projects: BP-005, BP-26, BP-27 and BP-30N, BP-30NE and BP-30S. The 100-year storm was modeled and the baseline and lowered Time of Concentration scenarios results are summarized in Table 1.

Table 1: 100-Year Event Model Results

Pond	Peak Flow (cfs)		Peak Elevation	
	Base	Lowered Tc	Base	Lowered Tc
BP-005	495	526	910.6	910.6
BP-26	134	142	903.2	903.2
BP-27	22	22	902.0	902.0
BP-30S	66	71	896.7	896.7
BP-30N	23	23	897.1	897.1
BP-30NE	36	38	895.3	895.3

As you can see from Table 1, the connection of the sump pumps will likely result in a slight increase in peak flow rate to the area ponds; however the volume contribution of the sump pumps is not significant enough to cause an increase in peak flood elevations.

Will the new road design negatively impact the current subsurface drainage patterns and cause basements or foundations to get more water?

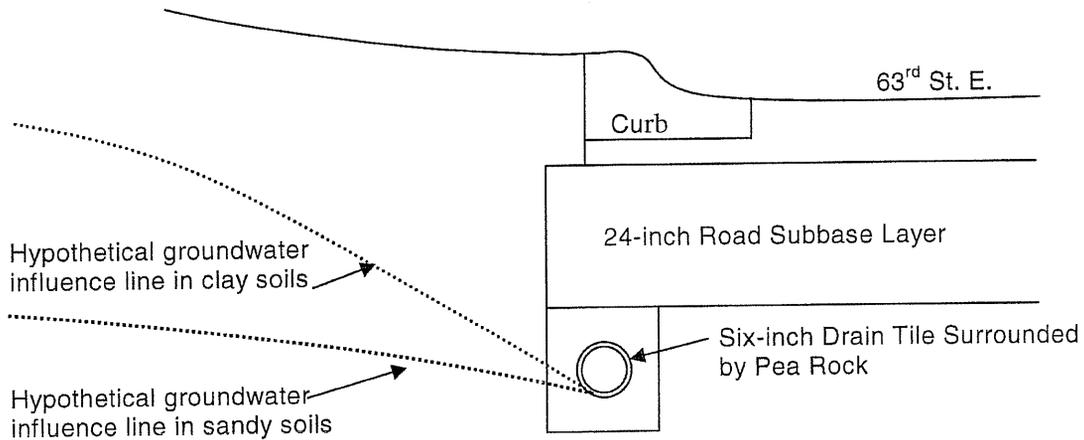
The proposed design for 63rd Street East includes a six-inch perforated drain tile pipe placed approximately 3.75 feet below the top of the curb which will drain groundwater that seeps below the road surface. The existing 63rd Street East does not have this underground water collection system.

It is my understanding that local borings performed by American Engineering & Testing indicate that the groundwater table was observed in the range of seven feet below the ground at the borings. Anecdotal evidence and resident survey responses indicate that higher groundwater levels in the 3 to 4 foot range may occur seasonally. In the areas where the groundwater table is less than 3.75 feet below the ground surface, the proposed drain tile may lower the existing groundwater table.

The proposed design will remove water from the soil profile and will not contribute any water to the basements or foundations of the adjacent homes. Depending on the adjacent soil types, the drain tiles may reduce the amount of water the adjacent homes experience in their sumps. The extent of the impact will depend on the permeability of the soil (i.e. how easily the water can travel through the soil); a drain tile placed in a sandy soil will have a greater extent of influence than a drain tile placed in a clay soil. The diagram on the next page illustrates this point. Depending on how far the home is from the drain tile and the permeability of the soil, the drain tile may prevent some underground water from draining to the homeowner's sump pump.

One area that will require extra design consideration is the eastern end of 63rd Street East where there is a pond adjacent to the road on the north side. Depending on the permeability of the soil, the drain tile could conceivably drain down the pond. In addition, it is possible that groundwater at the normal water level in Pond BP-30N could seep southward through the lower portion of the two-foot subgrade layer on the south side of the road, potentially contributing more water to sump pumps of the homes south of 63rd Street East with their lowest basement floors near the normal water level of Pond BP-30N. Water migration in this area can be prevented by placing an impermeable clay cutoff wall

adjacent to the pond. The cutoff wall could be constructed of plastic or clay and one should be included in the design of the project.



The soils in the Salem Hills Farm development are highly variable so it is difficult to make any estimates regarding how much groundwater the drain tiles will remove; however I can say with confidence that the drain tiles will not contribute any water to the basements or foundations of adjacent residences as long as the pipes are properly maintained.

Overall I think this project is a good project, one that will benefit the entire Salem Hills Farm neighborhood. The drain tile will improve the longevity of the road and the connection of sump pumps to the storm drain will allow people to avoid perpetual damp areas in their yard and the potential for re-circulating water that discharges adjacent to the home back through the pump.

Sincerely,

Karen Chandle
for Jason Westbrook, P.E.



CONSULTANTS
• ENVIRONMENTAL
• GEOTECHNICAL
• MATERIALS
• FORENSICS

June 4, 2009

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

Attn: Steve Dodge, Assistant City Engineer

RE: Street Reconstruction Impacts to Foundations and Surface/Subsurface Water
Salem Hills Farm Street Reconstruction Project
Inver Grove Heights, Minnesota
AET No. 01-04545

Dear Mr. Dodge:

Per your request, we are submitting this letter presenting our opinions regarding construction activity and surface/ground water migration and control as it relates to the planned pavement reconstruction.

1.0 Background

AET conducted soil borings and performed a geotechnical review pertaining to the planned pavement reconstruction project. The results of those borings and our associated opinions and recommendations were presented in AET Report No. 01-04130, dated July 25, 2008. The report characterizes subgrade soil conditions as being a mixture of materials with the soil type having a wide range of sand, silt, and clay particles. This mixed condition results in a subgrade which allows migration of water into the pavement systems; and because many of these soils are moderately to highly frost susceptible, allows frost action to act on the aggregate base and upper zone of the subgrade. This frost action is the primary cause of the pavement distress which has occurred to date. At the time of drilling, ground water did appear within some of the boreholes, generally between a depth of about 8 feet to 10½ feet.

Because of the poor frost and drainage condition of the road subgrade, and the reduced strength which is a result of the frost action, the report recommended providing a 2-foot thick sand subbase comprised of Select Granular Borrow at the top of subgrade. This sand layer is intended to provide a significant improvement to the frost and drainage condition of the subgrade. Placement of the sand subbase will significantly extend the pavement life. In addition, the sand layer will also be in place for future surface improvement methods, such as mill and overlay. In conjunction with the sand layer placement, the report recommended that a means of subsurface



drainage also be provided to remove water which does enter the sand subbase layer. This is preferably handled with edge drains which daylight into storm sewer systems which is placed as below the depth of substantial frost.

Since the report, we have learned that some of the residences within the development have sump baskets which pump collected water through lines which daylight within the lawn just in the back side of the curbs. In the case of surface disposal to the street area, most of the pumped water runs onto the curb gutter and continues down hill as surface water to catch basins. These catch basins then discharge into pond areas located in various locations in the development.

We understand some of the residences do experience sump pumping during the winter months. We are not aware of whether or not there have been problems with sump system backup as a result of outlet freeze up during the winter. If outlet freeze-up does occur, we presume the quantity of water reaching the basement area during that time is greatly reduced as compared to non-freezing weather when rainfalls occur.

2.0 Water Control Opinions

We understand residents within the development are concerned that the planned street improvements may affect water migration to the point of increasing water which may reach the basement area. We presume that the concern lies in potential backup of the drainage system. It is our opinion that the planned street improvements will not negatively impact water which reaches the basement area provided certain design measures are implemented. If anything, it is our expectation that the sand subbase layer with the associated subsurface drainage measures will improve water collection and disposal in the area.

The important design consideration for the roadway system is that all draitile lines be placed sufficiently deep to minimize the potential for freeze-up. We understand you will be able to place the lines over 3½ deep in a few local areas, but mostly 4 or more feet deep. Even if frost extended deeper, it would be for a short period of time when water movement is minimal. We would recommend this edge drain also include appropriate free draining gravel and sand layers over the full trench depth, except for a surface cap which prevents direct infiltration of water into the sand layer. The free draining materials placed in the trench should be hydraulically continuous with the Select Granular Borrow subbase.

We have seen cases where draitile lines have been placed at shallow depth which experiences prolonged freezing. In the case where sump pumps feed water to a shallow line within the frost zone, the water can freeze in the line. As water is continuously fed to the system, the freezing water can buildup and block the pipe system. Continued water feeding and freezing can then result in the formation of ice lenses which creates frost mounding above the trench area. For this reason, it is very important that drainage lines are placed as deep as practical.

Concern has also been expressed with the improved drainage raising pond levels and creating problems with residences near these pond areas. Water which is pumped from individual residences should remain the similar to past amounts. Currently, water travels as surface water along the street gutter, enters the storm system, and eventually is piped to the ponds. The only difference with the new approach is that the water would enter a piping system below grade which would then travel to the same storm systems and same pond areas. The placement of the sand subbase and drainage lines does not affect the amount of water received from sump pump discharges, just the route of migration.

We should point out that the amount of water which is collected in individual residential sump baskets is a function of that particular lots drainage measures and soil conditions. Houses which include gutters and downspouts which outfall away from the house, houses which have good surface sloping away from the house, and houses which have low permeability materials capping the surface which would tend to slow infiltration into the basement backfill trench area would all be more favorable drainage conditions leading to less water reaching the basement area. We have attached a standard sheet which we normally include with our geotechnical reports for buildings with basement areas which provide recommendations for proper control of water. Most residential buildings are not constructed using this recommended criterion. As there are no enforceable requirements for backfill and exterior drainage protection in the residential building industry and the proper control approach includes higher costs to the developer, these recommendations are often not followed. The local basement water protection measures in-place is the responsibility of the private home owner. If the City offers sump pump connection to street drainage systems, the home owner should consider this to be a benefit which is usually not provided by municipalities.

3.0 Need for Piezometers or Area Hydrology Study for the Project

In our opinion, the installation of piezometers would not provide significant value pertaining to evaluation of the roadway improvement project approach. The soil permeability conditions are variable and there would be uncertainty in the levels recorded being truly representative of the hydrostatic condition. With the variable condition, water levels in the ground will also vary with time, depending on precipitation amounts. Therefore, it is our opinion that the proposed street reconstruction with an edge drain tile (at a depth of at least 3½ feet) will work and that it is not necessary to perform an area hydrology study for the purpose of the project.

In essence, the pond areas are acting as piezometers for the local area of the pond. The pond water levels would impact the surrounding ground water levels, with a delayed response to the pond fluctuations.

The "Northeast" pond (far eastern end) is at an elevation which should allow disposal for the street drain lines. The "North" pond to the west of this which is near the street (north side of 63rd Street) has a control structure which maintains the maximum level, with overflow going to the

lower "Northeast" pond. The street drainage lines should not hydraulically connect to the higher "North" pond, but rather the lower "Northeast" pond. It would also be prudent to temporarily lower the "North" pond during construction to avoid issues associated with the higher head and excess moisture.

4.0 Construction Activity Concerns

We understand concern has also been expressed about the potential for damage associated with construction activity vibrations.

Street reconstruction is routinely performed in residential neighborhoods and there are usually no structural problems created by construction vibrations. Compaction vibration and other construction activities can create ground vibration which can be perceived, but is normally at a level that does not induce structural damage.

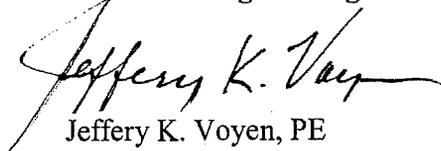
If there are concerns related to vibration damage, pre-construction condition surveys can be performed which documents pre-existing conditions for comparison to later alleged distress conditions. Monitoring of vibration levels generated can also be performed during construction and compared to industry standards for evaluating the potential for damage. This is often done for larger projects where older sensitive buildings may be near the project area, where buildings are very close to the construction area (such as downtown areas), or where high vibration levels are created, such as with pile driving. However, these measures are usually not conducted for residential street projects.

5.0 Closing

If you have any questions regarding this letter, please do not hesitate to contact us.

Sincerely,

American Engineering Testing, Inc.



Jeffery K. Voyer, PE
Vice President
Phone: (651) 659-1305
jvoyer@amengtest.com



David R. Rettner, PE
Vice President, Pavement and Materials Group
Phone: (651) 755-5795
drettner@amengtest.com

JKV/ak

Attachments: Basement/Retaining Wall Backfill and Water Control

BASEMENT/RETAINING WALL BACKFILL AND WATER CONTROL

DRAINAGE

Below grade basements should include a perimeter backfill drainage system on the exterior side of the wall. The exception may be where basements lie within free draining sands where water will not perch in the backfill. Drainage systems should consist of perforated or slotted PVC drainage pipes located at the bottom of the backfill trench, lower than the interior floor grade. The drain pipe should be surrounded by properly graded filter rock. A filter fabric should then envelope the filter rock. The drain pipe should be connected to a suitable means of disposal, such as a sump basket or a gravity outfall. A storm sewer gravity outfall would be preferred over exterior daylighting, as the latter may freeze during winter. For non-building, exterior retaining walls, weep holes at the base of the wall can be substituted for a drain pipe.

BACKFILLING

Prior to backfilling, damp/water proofing should be applied on perimeter basement walls. The backfill materials placed against basement walls will exert lateral loadings. To reduce this loading by allowing for drainage, we recommend using free draining sands for backfill. The zone of sand backfill should extend outward from the wall at least 2', and then upward and outward from the wall at a 30° or greater angle from vertical. As a minimum, the sands should contain no greater than 12% by weight passing the #200 sieve, which would include (SP) and (SP-SM) soils. The sand backfill should be placed in lifts and compacted with portable compaction equipment. This compaction should be to the specified levels if slabs or pavements are placed above. Where slab/pavements are not above, we recommend capping the sand backfill with a layer of clayey soil to minimize surface water infiltration. Positive surface drainage away from the building should also be maintained. If surface capping or positive surface drainage cannot be maintained, then the trench should be filled with more permeable soils, such as the Fine Filter or Coarse Filter Aggregates defined in Mn/DOT Specification 3149. You should recognize that if the backfill soils are not properly compacted, settlements may occur which may affect surface drainage away from the building.

Backfilling with silty or clayey soil is possible but not preferred. These soils can build-up water which increases lateral pressures and results in wet wall conditions and possible water infiltration into the basement. If you elect to place silty or clayey soils as backfill, we recommend you place a prefabricated drainage composite against the wall which is hydraulically connected to a drainage pipe at the base of the backfill trench. High plasticity clays should be avoided as backfill due to their swelling potential.

LATERAL PRESSURES

Lateral earth pressures on below grade walls vary, depending on backfill soil classification, backfill compaction and slope of the backfill surface. Static or dynamic surcharge loads near the wall will also increase lateral wall pressure. For design, we recommend the following ultimate lateral earth pressure values (given in equivalent fluid pressure values) for a drained soil compacted to 95% of the Standard Proctor density and a level ground surface.

Soil Type	Equivalent Fluid Density	
	Active (pcf)	At-Rest (pcf)
Sands (SP or SP-SM)	35	50
Silty Sands (SM)	45	65
Fine Grained Soils (SC, CL or ML)	70	90

Basement walls are normally restrained at the top which restricts movement. In this case, the design lateral pressures should be the "at-rest" pressure situation. Retaining walls which are free to rotate or deflect should be designed using the active case. Lateral earth pressures will be significantly higher than that shown if the backfill soils are not drained and become saturated.

**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

WHEREAS, the public hearing was continued to gather additional analysis on May 26, 2009 and again on June 8, 2009; 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 June 8, 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 8th day of June 2009.

AYES:

NAYS:

George Tourville, Mayor

ATTEST

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Ordering City Project No. 2009-11, Concord Boulevard Reconstruction – Phase 3 as a Public Improvement Project under Minnesota Statutes Chapter 429

Meeting Date: June 8, 2009
 Item Type: Public Hearing
 Contact: Scott D. Thureen, 651-450-2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *SDT*

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

PURPOSE/ACTION REQUESTED

Consider a resolution ordering City Project No. 2009-11, Concord Boulevard Reconstruction – Phase 3 as a Public Improvement Project under Minnesota Statutes Chapter 429.

SUMMARY

In 2007, Dakota County began a three-phase project to reconstruct Concord Boulevard from Corcoran Path to I-494 in South St. Paul. The majority of the funding for the project comes from State Aid Turnback Funds. The first phase, in South St. Paul, is complete. The second phase (starting at a point 1121 feet south of Corcoran Path and ending at a point 83 feet south of 65th Street East) began last summer and is scheduled to be completed this year. Phase 3 begins at the north end of Phase 2 (just south of 65th Street East) and continues through the corporate boundary with South St. Paul to Dale Place (see Figure 1).

The City approved the layout for the project in 2003. This approval established the design cross section (3 lanes, with sidewalk on the west side and the east side) that would be used for the project segments in Inver Grove Heights. In 2008, the City approved the agreement with Dakota County for design, right-of-way acquisition and construction for this phase of the project. That agreement defines the project features that are not eligible for turnback funds and how the cost for those features is to be shared by the County and the City.

In 2008 the City hired WSB and Associates to prepare a feasibility study to identify non-reimbursable City costs for the project and potential funding sources. Mn/DOT and Dakota County will fund the majority of the surface and storm sewer improvements along with sanitary sewer and water main adjustments necessary as a result of roadway modifications. The City of Inver Grove Heights will fund the following project costs:

- **City Project No. 2009-11**
Non-eligible Mn/DOT State Aid turn-back improvements, including sidewalk improvements, and other local street improvements. These project costs are proposed to be funded 45% by the City of Inver Grove Heights and 55% by Dakota County based on Dakota County’s cost participation policy. Storm sewer improvements for off-line or local streets.
- **City Project No. 2009-21**
Sanitary sewer and water main improvements not associated with the roadway improvements.
- **City Project No. 2009-22**
Street light improvements.

The total project cost, including 10% contingencies and 30% indirect costs is estimated to be \$8,820,800 (Table 1). Of this amount, \$5,889,500 is proposed to be funded by State Aid turn-back funds, \$137,800 is proposed to be funded by Dakota County, and \$1,666,400 is proposed to be funded by the City of Inver Grove Heights (Table 2). The City's Concord Boulevard project funding responsibilities are split between three separate projects: 2009-11, 2009-21 and 2009-22; each with different funding sources. The project being considered at this public hearing, City Project No. 2009-11, has an estimated City cost of \$560,800 that is proposed to be funded by assessments to the benefiting property owners along the roadway for surface and storm water improvements (\$254,258) and the Pavement Management Fund (\$306,542).

The purpose of the public hearing is to consider ordering the project as a public improvement under Minnesota Statutes Chapter 429 so that special assessments can be used to fund a portion of the City's share of the cost.

City Project No. 2009-21 involves the replacement of water main and sanitary sewer not required by the street reconstruction. The estimated cost of \$740,200 would be funded by the Water Connection Fund (\$725,500) and the Sewer Connection Fund (\$14,700). City Project No. 2009-22 involves decorative street lighting. The estimated cost (\$365,400) is proposed to be funded by the Host Community Fund.

The proposed assessment would be for street reconstruction, similar to the approach used on City Project No. 2001-12, the previous phase of the Concord Boulevard project. Using the funding policy from the Pavement Management Program, properties along the project are assessed for the equivalent cost of a local residential street reconstruction. Single-family residential parcels are assessed on an equal amount per lot basis. Multi-family, commercial, industrial and institutional properties are assessed on a front foot basis. A benefit analysis will be completed once final project costs are calculated; prior to an assessment hearing.

An information meeting was held on May 27, 2009. Four property owners attended. Representatives from the City, Dakota County and WSB and Associates presented project information and answered questions. The discussion topics included the project history and general design, how assessments are calculated and the assessment policy and process.

The proposed assessment for street reconstruction is consistent with the procedures used on previous County road projects that required a City cost-share. I recommend that the Council approve the resolution ordering City Project No. 2009-11 as a public improvement under Minnesota Statutes Chapter 429.

SDT/kf

Attachment: Resolution
Project Location Map
Tables 1 through 3
Assessable Properties Map
Preliminary Assessment Roll

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

**RESOLUTION ORDERING IMPROVEMENTS FOR CITY PROJECT NO. 2009-11 – CONCORD BOULEVARD
RECONSTRUCTION, PHASE 3**

RESOLUTION NO. _____

WHEREAS, a resolution passed by the City Council on the 11th day of May 2009 called for a public hearing on the proposed improvement project, City Project No. 2009-11 – Concord Boulevard Reconstruction, Phase 3; and

WHEREAS, published notice was given pursuant to Minnesota Statute 429.031, and the hearing was held thereon on the 8th day of June 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 (City Project No. 2009-11) is hereby ordered as proposed in the Layout, Feasibility Report, and City Engineer memo.
2. The contract for these improvements shall be let no later than three (3) years after the adoption of this resolution.
3. The City Council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of the tax exempt bond.

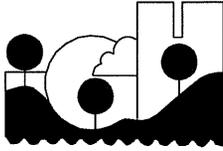
Adopted by the City Council of Inver Grove Heights this 8th day of June 2009.

AYES: :
NAYS;

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

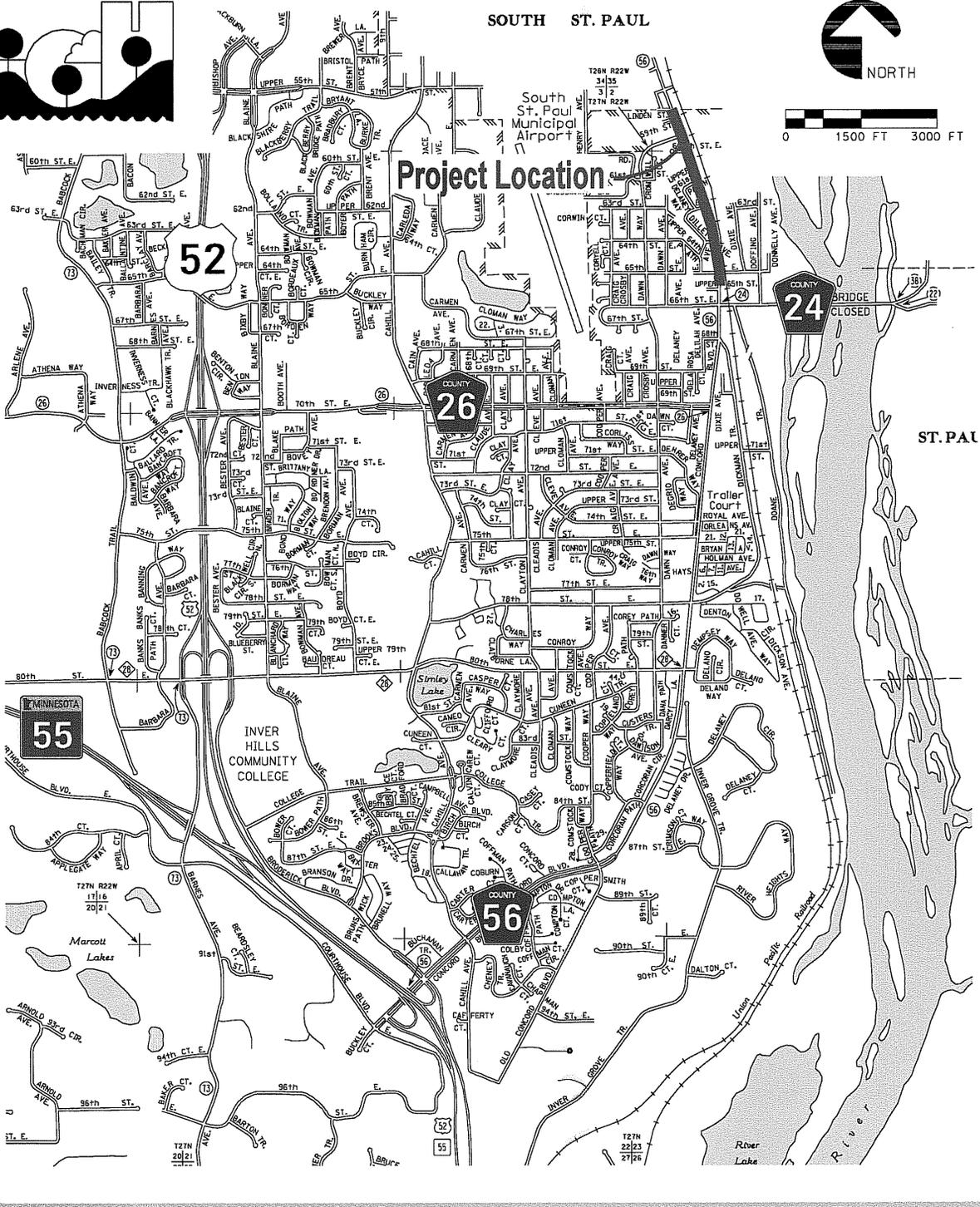


SOUTH ST. PAUL



South St. Paul Municipal Airport

Project Location



ST. PAUL

CSAH 56 (Concord Blvd) - PHASE III City of Inver Grove Heights, Minnesota

Prepared by:

Project Location Map

Figure 1

WSB
& Associates, Inc.
701 Xenia Avenue South, Suite 300
Minneapolis, MN 55416
www.wsbeng.com

763-841-6000 • Fax 763-841-1700
INFRASTRUCTURE • ENGINEERING • PLANNING • CONSTRUCTION

Date Printed: 5/6/2009
WSB Filename: K:\0702-16\Feas\Fig-01.dgn

TABLE 1

SUMMARY OF PROJECT COSTS	
SCHEDULE	COST
Surface Improvements	\$5,629,100
Storm Sewer Improvements	\$1,293,400
Sanitary Sewer Improvements	\$298,800
Water Main Improvements	\$1,234,100
Street Light Improvements*	\$365,400
TOTAL	\$8,820,800

*Street light improvement costs do not include contingencies or indirect costs.

TABLE 2

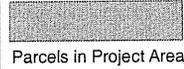
PROPOSED PROJECT AGENCY FUNDING SPLITS	
SOURCE	AMOUNT
Turnback Funds (Mn/DOT)	\$5,889,500
Dakota County	\$ 137,800
South St. Paul	\$1,127,100
Inver Grove Heights	\$1,666,400
TOTAL	\$8,820,800

TABLE 3

PROPOSED PROJECT FUNDING SPLITS						
ITEM	429 ASSESSMENT	SANITARY SEWER FUND	WATER FUND	HOST COMMUNITY FUND	PAVEMENT MANAGEMENT FUND	TOTAL
Surface, Storm Sewer (CPN 2009-11)	\$254,258	\$0	\$0	\$0	\$306,542	\$560,800
Sanitary Sewer Improvements (CPN 2009-21)	\$0	\$14,700	\$0	\$0	\$0	\$14,700
Water Main Improvements (CPN 2009-21)	\$0	\$0	\$725,500	\$0	\$0	\$725,500
Street Lighting Improvements (CPN 2009-22)	\$0	\$0	\$0	\$365,400	\$0	\$365,400
TOTAL	\$254,258	\$14,700	\$725,500	\$365,400	\$306,542	\$1,666,400

2009--11 Concord Blvd Phase 3 Assessment Map

Legend



Parcels in Project Area



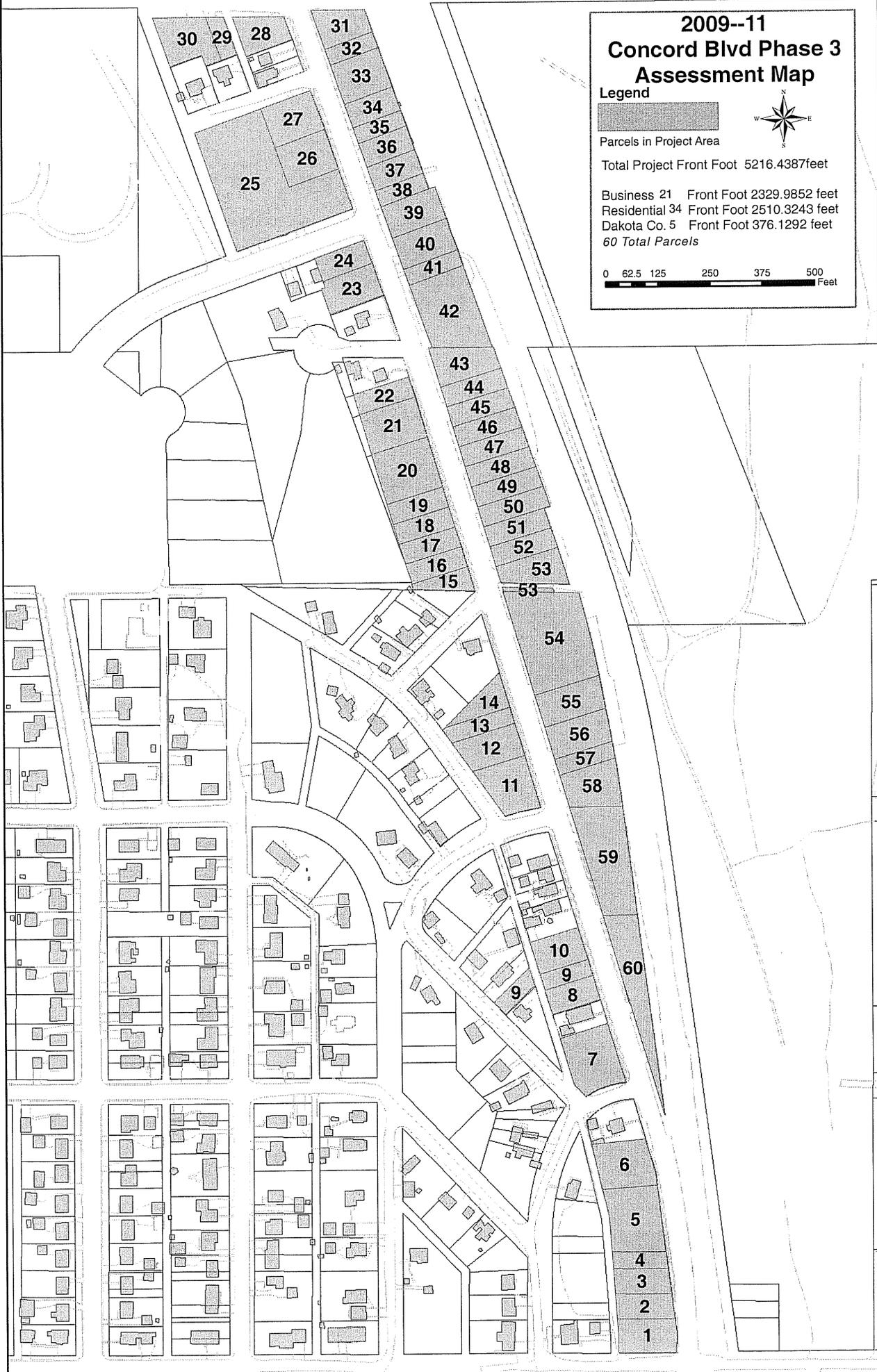
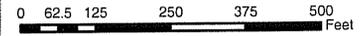
Total Project Front Foot 5216.4387feet

Business 21 Front Foot 2329.9852 feet

Residential 34 Front Foot 2510.3243 feet

Dakota Co. 5 Front Foot 376.1292 feet

60 Total Parcels



CITY PROJECT NO. 2009-11 - CONCORD BOULEVARD IMPROVEMENTS
65TH STREET EAST TO THE CORPORATE BOUNDARY WITH SOUTH ST PAUL
PRELIMINARY ASSESSMENT ROLL

MAP NO.	TAX ID NO.	OWNER NAME	PROPERTY TYPE	FRONT FOOT	CORNER CREDIT	ASSESSMENT
1	203650013023	PHILLIP & JILLYNE FRAZIER	SINGLE FAMILY	80.43	0.00	\$4,000.00
2	203650015023	WILLIAM & SHELLEY ASHTON	SINGLE FAMILY	60.54	0.00	\$4,000.00
3	203650016023	DARREL LANDERS	SINGLE FAMILY	60.54	0.00	\$4,000.00
4	203650017023	CHARLES & JOY SCHUH	SINGLE FAMILY	40.36	0.00	\$4,000.00
5	203650021223	WILLIAM & SHELLEY ASHTON	BUSINESS	160.36	0.00	\$7,007.82
6	203650024023	MARK SANDQUIST	SINGLE FAMILY	113.78	0.00	\$4,000.00
7	203650015019	DAKOTA COUNTY CDA	COUNTY	146.13	0.00	\$6,385.85
8	203650018019	DAKOTA COUNTY CDA	COUNTY	60.00	0.00	\$2,622.00
9	203650019019	DAKOTA COUNTY CDA	COUNTY	40.00	0.00	\$1,748.00
10	203650021019	DAKOTA COUNTY CDA	COUNTY	80.00	0.00	\$3,496.00
11	203650013020	LISA MATTKE	SINGLE FAMILY	130.00	0.00	\$4,000.00
12	203650010220	DUANE BIERMAIER	SINGLE FAMILY	80.00	0.00	\$4,000.00
13	203650008020	DUANE BIERMAIER	SINGLE FAMILY	40.00	0.00	\$4,000.00
14	203650007120	K R I LTD PTNSHP	SINGLE FAMILY	86.88	0.00	\$4,000.00
15	206405010001	NICHOLAS YOKANOVICH	SINGLE FAMILY	59.84	0.00	\$4,000.00
16	206405009001	SCOTT LOVELADY	SINGLE FAMILY	50.00	0.00	\$4,000.00
17	206405008001	SHELLEY DAYLIDA	SINGLE FAMILY	50.00	0.00	\$4,000.00
18	206405007001	DELWOOD & ROSIE HOSTETLER	SINGLE FAMILY	50.00	0.00	\$4,000.00
19	206405006001	DAKOTA COUNTY CDA	COUNTY	50.00	0.00	\$2,185.00
20	206405005001	DONALD & VERNA BIERMAIER	SINGLE FAMILY	125.00	0.00	\$4,000.00
21	206405004001	CHAD & JOANNA L LESSARD	SINGLE FAMILY	100.00	0.00	\$4,000.00
22	206405002001	INTER SAVINGS BANK FSB	SINGLE FAMILY	50.00	0.00	\$4,000.00
23	204325104003	CLAIR HOSTETLER	SINGLE FAMILY	80.00	0.00	\$4,000.00
24	204325102003	CLAIR HOSTETLER	SINGLE FAMILY	59.02	0.00	\$4,000.00
25	204325111002	SOUTH ST PAUL MOOSE LODGE	BUSINESS	100.98	0.00	\$4,412.78
26	200351001052	LARRY LASCEWSKI	SINGLE FAMILY	100.00	0.00	\$4,000.00
27	200351001051	JEANETTE MOUNTS	SINGLE FAMILY	100.00	0.00	\$4,000.00
28	204325102001	JESSE & ERIN SAMANTHA LEE	SINGLE FAMILY	124.26	57.76	\$4,000.00
29	204325105001	ALICE SHANE	SINGLE FAMILY	42.48	0.00	\$4,000.00
30	204325108001	DUANE & MISTY B BLAIR	SINGLE FAMILY	127.45	0.00	\$4,000.00
31	204325102004	THOMAS & LINDA BUSE	SINGLE FAMILY	99.74	0.00	\$4,000.00
32	204325103004	TIMOTHY & VICKI GULLICKSON	SINGLE FAMILY	40.00	0.00	\$4,000.00
33	204325106004	JENNA MARIE MCKENNA	SINGLE FAMILY	100.00	0.00	\$4,000.00
34	204325107004	ANTHONY C & DONNA HILSGEN	SINGLE FAMILY	60.00	0.00	\$4,000.00
35	204325108004	RON BAANRUD	SINGLE FAMILY	40.00	0.00	\$4,000.00
36	204325110004	FRANKLIN NELSON	SINGLE FAMILY	60.00	0.00	\$4,000.00
37	204325111004	DANIEL MARX	SINGLE FAMILY	60.00	0.00	\$4,000.00
38	204325112004	LEO EXLEY	SINGLE FAMILY	40.00	0.00	\$4,000.00
39	204325114004	MICHAEL GARDNER	SINGLE FAMILY	80.00	0.00	\$4,000.00
40	204325116004	RAYMOND RIES	SINGLE FAMILY	80.00	0.00	\$4,000.00
41	204325117004	GABRIEL ROMERO	SINGLE FAMILY	40.00	0.00	\$4,000.00
42	204325121004	DJT INVESTMENTS LLC	BUSINESS	159.49	0.00	\$6,969.84
43	206405001002	DJT INVESTMENTS LLC	BUSINESS	98.78	0.00	\$4,316.86
44	206405002002	DJT INVESTMENTS LLC	BUSINESS	50.00	0.00	\$2,184.99
45	206405003002	DJT INVESTMENTS LLC	BUSINESS	50.00	0.00	\$2,184.99
46	206405004002	DJT INVESTMENTS LLC	BUSINESS	50.00	0.00	\$2,185.00
47	206405005002	DJT INVESTMENTS LLC	BUSINESS	50.00	0.00	\$2,184.99
48	206405006002	DJT INVESTMENTS LLC	BUSINESS	50.00	0.00	\$2,185.00
49	206405007002	JAK PROPERTIES LLC	BUSINESS	50.00	0.00	\$2,185.03
50	206405008002	JAK PROPERTIES LLC	BUSINESS	50.00	0.00	\$2,185.00
51	206405009002	SALAS TRUCKING INC	BUSINESS	50.00	0.00	\$2,184.99
52	206405010002	SALAS TRUCKING INC	BUSINESS	50.00	0.00	\$2,184.99
53	206405011002	SALAS TRUCKING INC	BUSINESS	50.59	0.00	\$2,210.81
54	203650006021	STEVEN BARRY	BUSINESS	260.06	0.00	\$11,364.62
55	203650008021	JAMES & BONITA BERQUIST	BUSINESS	80.00	0.00	\$3,496.00
56	203650010021	JAMES & BONITA BERQUIST	BUSINESS	80.00	0.00	\$3,495.98
57	203650011021	RICHARD & MARLENE THUL	BUSINESS	40.00	0.00	\$1,748.01
58	203650012021	RICHARD & MARLENE THUL	BUSINESS	80.00	0.00	\$3,496.02
59	203650003022	JOHN BAUER	BUSINESS	271.23	0.00	\$11,852.66
60	203650004022	HOLIDAY STATION STORES INC	BUSINESS	498.49	0.00	\$21,783.97
					TOTAL	\$254,257.20

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Authorize Application of Transportation Enhancement Grant for Heritage Village Park

Meeting Date: June 8, 2009
Item Type: Regular Agenda
Contact: Eric Carlson – 651.450.2587
Prepared by: Eric Carlson
Reviewed by: Eric Carlson – Parks & Recreation

<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

Fiscal/FTE Impact:

PURPOSE/ACTION REQUESTED

Authorize the submittal of a Transportation Enhancement grant for Heritage Village Park. The grant application deadline is June 15, 2009.

SUMMARY

The City of Inver Grove Heights has been working towards the development of Heritage Village Park over the last several years. In September 2004, the City adopted a master plan for the park that outlines the general concepts regarding the development and program activity planned for the park.

Dakota County has been working towards the development of the Mississippi River Regional Trail over the last several years. In September 1999, the County adopted a master plan for the trail that outlines the general concepts regarding the development of the trail and the planned facilities that would be associated with the trail.

Recently, the City has made great strides in the soil remediation process at HVP and we expect the park to be completely graded by the end of this construction season. Additionally, the Mississippi River Regional Trail will be constructed through the park this construction season. With these two accomplishments, we expect people to start using the park area.

Both the City and County master plans include facilities that are similar and it make sense in these tough economic times to consider forming partnership when practical. To that end, the Council is asked to approve the submittal of a Transportation Enhancement Grant in the amount of \$1,200,000 (\$1,000,000 grant and \$200,000 match provided by Dakota County). Dakota County is preparing the grant on behalf of the City and the City would actually submit the grant. The scope of the grant includes the following:

	Preliminary Budget	Comment
Signage	\$30,000	Park ID, way finding, etc
Roadway & Parking	\$450,000	Entrance roadway and parking, curb, gutter, storm water treatment
Lighting	\$70,000	Parking Lot Lighting and related electrical
Shelter/Building	\$500,000	Restrooms, indoor gathering space, vending alcove, shelter overhang
Utilities	\$60,000	Water & Sewer connection
Landscaping	\$30,000	Turf, plant material, etc.
Trails	\$50,000	Connecting trails to the Mississippi River Regional Trail
Site Amenities	\$10,000	Tables, garbage cans, bike racks, etc
Estimated Budget	\$1,200,000	

If successful, the City would be responsible to implement the process and facilitate the construction. This would include any engineering and consulting work estimated at approximately \$200,000. If the grant is awarded the City and County would enter into a Joint Powers Agreement (JPA) that would address the ownership, maintenance, and operations of the improvements.

The application will focus on the partnership between Dakota County and the City of Inver Grove Heights and build on the connection to the Mississippi River, Mississippi River Regional Trail, Heritage Village Park, the Rock Island Swing Bridge, and the Great River Road (Concord Blvd).

Because of the timing of the grant the PRAC was unable to formally review the application. The application is however tied very closely to the Heritage Village Park Master Plan and the PRAC is being updated about the application on June 10th at their meeting.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Determine Selection Process for Operational Audit of Inver Wood Golf Course

Meeting Date: June 8, 2009
 Item Type: Regular Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Eric Carlson – Parks & Recreation

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

PURPOSE/ACTION REQUESTED

The Council is asked to approve Mayor Tourville, Councilmember Grannis, City Administrator Lynch, and Park and Recreation Director Carlson as the Audit Screening Committee that will screen and interview 2-4 firms that would provide operational audit services of the Inver Wood Golf Course.

Further, the Council is asked to direct staff to establish the Operation Audit Committee (OAE) as defined below.

SUMMARY

The City Council authorized the advertisements of Request for Proposals (RFP's) for an Operational Audit of the Inver Wood Golf Course on May 11, 2009. The proposals are due on Friday, June 19, 2009 at 4:30pm.

The RFP has been advertised on the City's website, the League of Minnesota Cities website, and approximately a dozen firms have been directly mailed or emailed a notice.

Audit Screening Committee

The first step in the process will be to review the proposals and select 2-4 firms for interviews. Staff is recommending that Mayor Tourville, Councilmember Grannis, City Administrator Lynch, and Park & Recreation Director Carlson serve on the screening committee.

Operational Audit Committee (OAE)

The second step in the process will be to create an Operations Audit Committee (OAE). In talking with a few of the firms that have shown interest in the RFP, they are recommending that the OAE be kept to a manageable number of individuals that represent the community. The experience of the firms seems to be that if the group gets too large to process slows down, it becomes difficult to reach consensus, and meetings become hard to manage\schedule. The recommended number seems to be in the range of 5-7 participants. Given this feedback from potential firms staff would recommend the following audit committee makeup:

Councilmember's	2
Park & Recreation Advisory Commission	1
Inver Wood Golfer	1
Resident of the City of Inver Grove Heights (non-golfer)	1
City Administrator	1
Park & Recreation Director	1
Total	<u>7</u>

It is recommended to have the Park and Recreation Commission select one member to serve on the Operations Audit Committee (OAE) and direct staff to solicit interest from patron card holders to serve as the Inver Wood Golfer representative, and advertise for one resident non-golfer to service on the OAE on the City website and in the Southwest Review. The OAE would be brought the Council for formal approval on July 13, 2009.

The tentative schedule for the Operational Audit is as follows:

RFP Response Submission Deadline		June 19, 2009
Review of response	Screening Committee	June 19 – June 26, 2009
Notification of Selected Firms	Screening Committee	June 29, 2009
Interviews	Screening Committee	July 9, 2009
Council Approval and Contract Award	City Council	July 13, 2009
Kick-off Meeting	Operations Audit Committee	July 20 – 24, 2009
Update Meeting 1	Operations Audit Committee	September 2009
Update Meeting 2	Operations Audit Committee	October 2009
Update Meeting 3	Operations Audit Committee	November 2009
Report Completed	City Council	December 1, 2009

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CITY OF INVER GROVE HEIGHTS; Consider adopting the following ordinance amendment.

Meeting Date: June 8, 2009
Item Type: Regular Agenda
Contact: Jenn Emmerich; 651.450.2553
Prepared by: Jenn Emmerich, Asst. City Planner
Reviewed by: Engineering
Levander, Gillen & Miller

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 an Ordinance Amendment that would allow a maximum of 25% impervious coverage and require a Conditional Use Permit for up to 30% of impervious coverage in the “R”, Residential Zoning District.
 - Requires 3/5th's vote.

SUMMARY

Background The City Council directed staff to hold a public hearing regarding changing the maximum allowed maximum impervious coverage in the “R-1” Zoning Districts. This request arose during the discussion of recent variance requests to exceed the maximum impervious coverage. Planning Commission held a public hearing on June 2, 2009.

Analysis In August 2008, Council adopted an ordinance amendment that changed the allowed maximum impervious coverage for all of the R-1 Zoning Districts to 20% of the total lot area. Since the code change staff has seen a considerable increase in variance requests on the standard R-1C zoned lots (lot size = 12,000 square feet). The Engineering Department is in the process of conducting a comprehensive storm water study to determine what an appropriate level of impervious coverage is, but until that study is complete, Council has recommended that a temporary ordinance be adopted. Attached is proposed ordinance language that would allow for a maximum of 25% impervious coverage and require a Conditional Use Permit for up to 30% of impervious coverage in the “R-1”, Residential Zoning District. Please note that Council, at its discretion, may adopt this ordinance amendment in less than three readings.

RECOMMENDATION

Planning Staff Recommends approval of this ordinance amendment.

Planning Commission Recommends approval of the request (8-0).

Parks and Recreation Not applicable.

Attachments Ordinance Amendment Resolution
Planning Commission Recommendation
Planning Report

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 515.80 SUBD. 8. (ZONING CODE – “R-1A, B, C” ONE-FAMILY RESIDENTIAL DISTRICT) OF THE CITY CODE RELATING TO ALLOWABLE MAXIMUM IMPERVIOUS COVERAGE IN THE “R” DISTRICTS

The City of Inver Grove Heights hereby ordains as follows:

515.80 Subd. 8. “R-1A, B, C” One-Family Residential District.

- A. Purpose. The “R-1” Residential District is established for existing and future One-Family detached dwelling areas which are provided with full urban services.
- B. Bulk Standards. The following standards apply in the “R-1A, B, C” One-Family Residential Districts
 - 1. Minimum Standards*

Lot Area ¹	
R-1A	40,000 square feet
R-1B	20,000 square feet
R-1C	12,000 square feet (interior lot) 12,500 square feet (corner lot)
Lot Width ²	
R-1A	170 feet (interior lot) 200 feet (corner lot)
R-1B	100 feet (interior lot)
R-1C	85 feet (interior lot) 100 feet (corner lot)

Front Yard Setback	30 feet
Side Yard Setback**	10 feet
Rear Yard Setback	30 feet
Height (max.)	35 feet
Impervious Surface (max.)	(See B.4.)

* All standards are minimum requirements unless noted

** An attached garage with no living space above, below, in front of or behind it, it may meet the minimum side yard setback standard for accessory structures found in Subparagraph 2 below rather than the larger setback required of principle structures as found in this table.

¹ Additional Minimum Lot Area Requirements:

If the lot is not served by municipal water and sewer, then the minimum lot area in each of the above listed zoning districts shall be two and one-half (2-1/2) acres. Provided, however,

- a. if the subject lot is a lot of record as of February 1974 and is not served by municipal water or sewer, then the minimum lot area in each of the above listed zoning districts shall be 40,000 square feet.
- b. if the subject lot is a lot of record as of February 1974 and is not served by municipal sewer but is served by municipal water, then the minimum lot area shall be 20,000 square feet.

² Additional Minimum Lot Width Requirements:

- a. If the subject lot is not served by municipal water or sewer, then the minimum lot width shall be 170 feet for an interior lot and 200 feet for a corner lot or that minimum lot width as set forth above, whichever is greater.
- b. If the subject lot is not served by municipal sewer but is served by municipal water, then the minimum lot width shall be 100 feet or that minimum lot width as set forth above, whichever is greater.

2. Accessory Structure Standards*

Maximum size	1,000 square feet
Maximum number	1
Front Yard Setback	30 feet
Side Yard Setback**	5 feet
Rear Yard Setback	8 feet
Height (max.)	25 feet

* All standards are minimum requirements unless noted

** An attached garage with no living space above, below, in front of or behind it, it may meet the minimum side yard setback standard for accessory structures rather than the larger setback required of principle structures as found in Subparagraph 1 above.

3. Thoroughfare Setback Standards*

Type of Thoroughfare	Right-of-way Width	Minimum Setback
Interstate or State Highway	150 feet or greater	50 feet
Major Arterial	150 feet or greater	The greater of 50 feet or 125 feet from road centerline
Minor Arterial	100 to 120 feet	The greater of 50 feet or 100 feet from road centerline

Community Collector Street	80 feet or greater	The greater of 40 feet or 70 feet from road centerline
Neighborhood Collector Street	60 to 80 feet	30 feet

* All standards are minimum requirements unless noted

4. Impervious Surface Standards

a. For lots that meet the minimum lot size requirement:

1. A maximum of 25% of impervious surface is allowed.
2. Up to 30% of impervious surface may be allowed by Conditional Use Permit, provided the following criteria are met:
 - a) A Storm Water Management System shall be constructed within the property that meets the Best Management Practices design criteria as set forth in the Northwest Area Ordinances and Storm Water Manual.
 - b) The Storm Water Management System and Grading Plan (including necessary details for construction, showing proper location, material, size, and grades) shall be approved by the Engineering Division prior to ground disturbance or installation of the facility.
 - c) The Storm Water Management System is considered a private system and the responsibility of maintenance is that of the owner.
 - d) A storm water facilities maintenance agreement shall be entered into between the applicant and City to address responsibilities and maintenance of the storm water system.
 - e) An escrow or fee, to be determined by the City Engineer, shall be submitted to the City with the Storm Water Management System submittal. The final amount and submittal process shall be determined by the City by the time the Owners are ready to submit the Storm Water Management System and Grading Plan.
 - f) The soils shall be tested to determine the infiltration capacity to insure the storm water maintenance facility performs and functions within the assumed design parameters.

b. For lots that do not meet the minimum lot size requirement:

1. A maximum of 25% of impervious surface is allowed.
2. A Conditional Use Permit, may be obtained to exceed the allowed maximum impervious surface, if the following criteria are met:
 - a) A Storm Water Management System shall be constructed within the property that meets the Best Management Practices design criteria as set forth in the Northwest Area Ordinances and Storm Water Manual.
 - b) The Storm Water Management System and Grading Plan (including necessary details for construction, showing proper location, material, size, and grades) shall be approved by the Engineering Division prior to ground disturbance or installation of the facility.
 - c) The Storm Water Management System is considered a private system and the responsibility of maintenance is that of the owner.
 - d) A storm water facilities maintenance agreement shall be entered into between the applicant and City to address responsibilities and maintenance of the storm water system.

- e) An escrow or fee, to be determined by the City Engineer, shall be submitted to the City with the Storm Water Management System submittal. The final amount and submittal process shall be determined by the City by the time the Owners are ready to submit the Storm Water Management System and Grading Plan.
- f) The soils shall be tested to determine the infiltration capacity to insure the storm water maintenance facility performs and functions within the assumed design parameters.

C. Allowable Uses. See Table in Section 515.80, Subd. 4 for a listing of allowable uses within this District.

SECTION 2. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed this _____ day of _____, 2009.

Ayes _____

Nays _____

 George Tourville, Mayor

Attest:

 Melissa Rheaume, Deputy Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: June 2, 2009
SUBJECT: **CITY OF INVER GROVE HEIGHTS – CASE NO. 09-13ZA**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a Zoning Code Amendment to modify Section 515.80 Subd. 8 of City Code relating to increasing the maximum impervious surface coverage in the R-1A, B, and C zoning districts. No notices were mailed.

Presentation of Request

Ms. Emmerich presented the request as detailed in the report. She advised that the request is for a **temporary** ordinance amendment changing the allowed maximum impervious surface standard in the R-1A, B and C districts from 20% to 25%, as directed by City Council. She noted that in August 2008 the City modified the impervious coverage maximum to allow 20% in the R zoning districts whereas the lesser of 4,000 square feet or 30% was previously allowed. She advised that prior to the last reading of the modified ordinance, engineering staff provided a study of five neighborhoods which determined that a maximum of 20% impervious coverage was recommended for those neighborhoods. They also recommended that a more comprehensive study be completed; this larger scale analysis is currently being conducted and will be available later in the year. Ms. Emmerich noted that the proposed performance standards are the same as were previously approved with the exception of the addition of 4.d which requires a stormwater facilities maintenance agreement.

Chair Bartholomew asked if there was a cap of impervious surface that would be allowed by conditional use permit for lots that do not meet the minimum lot size requirements, to which Ms. Emmerich replied there was not.

Commissioner Simon asked what a homeowner who had a conditional use permit for 28% would have to do to increase their impervious coverage to 30% if the ordinance would change to allow 30%.

Ms. Emmerich replied that no additional approvals would be necessary to add impervious up to 30%.

Commissioner Koch asked what the rationale was for using a conditional use permit versus a variance, to which Ms. Emmerich replied that a conditional use permit does not require a hardship.

Chair Bartholomew asked how the City would handle a situation where a homeowner was requesting more than 30% impervious coverage.

Ms. Emmerich replied that anything over 30% would require a variance.

Commissioner Hark asked what a stormwater facilities agreement entailed, to which Ms. Emmerich replied it requires that the present and future homeowners do not disturb the site and keep it the area maintained.

Commissioner Hark asked who would manage such an agreement, to which Ms. Emmerich replied the City's engineering staff.

Commissioner Hark asked how staff would determine whether or not a rain garden was functioning properly, to which Ms. Emmerich replied they would verify that it was not filled in, mowed down, etc.

Commissioner Simon asked if inspections of rain gardens would be complaint driven.

Allan Hunting, City Planner, replied that the long-term goal was to have engineering staff whose primary role is monitoring the City's stormwater systems to ensure they were working properly.

Commissioner Roth asked if the City was still looking into considering permeable paver systems as pervious, to which Ms. Emmerich replied they were still considered impervious.

Commissioner Roth questioned why the City would monitor rain gardens but not pervious paver systems, and stated there were alternate methods of stormwater management other than just rain gardens.

Ms. Emmerich responded that it was her understanding that permeable paver systems required more maintenance than rain gardens.

Mr. Link advised that rain gardens were the most commonly used, but that the Northwest Area Stormwater Manual listed two to three dozen techniques that could be used. Mr. Link added that the City would be using pervious pavers on the City Hall remodel which would enable them to determine how effectively they functioned.

Commissioner Wippermann asked what the neighboring communities allowed for impervious surface, to which Ms. Emmerich replied between 35% and 50%.

Commissioner Wippermann stated that 20% impervious surface being utilized for public improvements seemed rather high, and asked if that was typical for most residential areas.

Ms. Emmerich replied that would be determined by the new engineering study.

Opening of Public Hearing

William Hanson, 11458 Avery Drive, noted that the City allowed the lesser of 4,000 square feet or 30% for many years, and that he assumed that number was determined based on research. He questioned why staff was now recommending 20%, especially since the neighboring communities allowed 35-50%.

Mr. Link replied that impervious surface maximums were originally put in place for aesthetic reasons. However, in recent years there has been emphasis on impervious coverage requirements as a means of controlling stormwater. Therefore, it was likely that the 35-50%

found in most city ordinances probably was a standard going back many years to when there was not a lot of emphasis on stormwater management. Mr. Link noted there have been an increasing number of federal, state and regional requirements that have come into effect in the last few years.

Mr. Hanson noted that the Planning Commission's recommendation to change it to 30% was just last summer.

Mr. Link stated the 30% proposed last year was based on large part on what was found in other cities. However, just prior to adoption engineering staff performed a quick study of five neighborhoods and determined that the stormwater systems in those neighborhoods were designed to handle only 40%. Those neighborhoods had an average of 20% public coverage and therefore City Council approved a maximum of 20% for private coverage as to not exceed 40% total.

Mr. Hanson asked if it would be evident if there were existing problems in the surrounding cities that allowed 35-50%.

Mr. Link stated that stormwater problems were typically discovered during heavy torrential rains, such as when the city of Eagan experienced extensive damage five to seven years ago.

Mr. Hanson asked if any other community in the twin cities had a 20% impervious coverage limit, to which Mr. Link replied he was unsure.

Mr. Hanson stated that 20% was quite restrictive, and questioned why pervious pavers would be considered impervious.

Ms. Emmerich replied that without proper maintenance pervious pavers become impervious.

Mr. Hanson questioned the City acting as big brother by determining whether or not property owners had the ability or wherewithal to maintain a pervious environment.

Chair Bartholomew noted there were several accepted alternatives other than a rain garden.

Commissioner Simon advised that according to a previous staff report the standard of the lesser of 30% or 4,000 square feet was adopted in 2002. She asked what the standard was previous to that.

Mr. Hunting replied there were no regulations for impervious surface prior to that.

Chair Bartholomew asked how the City would proceed when the study results came back with the various percentages for the different neighborhoods in regards to how much stormwater they could handle.

Mr. Link replied that the simplest solution would be to have one standard for the entire city, but there could be different standards for the various zoning districts or the Northwest Area. He was unsure as to how the City would work the results of engineering's larger study into the permanent regulations.

Mr. Hanson asked if the study would identify the degree of impervious surface that individual areas were capable of.

Mr. Link stated he could check with engineering staff as to whether or not they would get individual numbers by neighborhood. He advised that engineering staff is doing a detailed analysis of stormwater design for every development that the City has approved in the last 20 years.

Planning Commission Discussion

Commissioner Wippermann stated he would support the request because it was an improvement over the current ordinance, however, he would prefer that on an interim basis they used the previous standards of the lesser or 30% or 4,000 square feet until the issue was resolved. He added that it seemed inconsistent that the City was allowing only 20% whereas the DNR allowed 25%.

Mr. Hunting advised that the DNR was currently reviewing the shoreland regulations and would likely drastically drop the allowed impervious surface.

Commissioner Roth asked if the City would install larger pipe, etc. to increase stormwater management capabilities when doing street upgrades in the older neighborhoods.

Mr. Link stated the engineering staff would be better able to handle detailed questions and that he will ask to have someone from engineering available for the Planning Commission meeting when the stormwater study is done.

Commissioner Hark stated that although he saw the need for a change, he was concerned they were creating a moving target and that perhaps it would be better to leave the ordinance as is until completion of the study.

Chair Bartholomew stated he understood Commissioner Hark's concerns but supported the interim change.

Commissioner Simon asked if the ordinance would require three readings, to which Ms. Emmerich replied it would be the Council's decision as to how many readings were necessary.

Commissioner Wippermann stated that in some regards the interim ordinance was more liberal than the previous ordinance as it allowed up to 30% by conditional use permit rather than the lesser of 4,000 square feet or 30%.

Ms. Emmerich stated the 4,000 square feet requirement would be too restrictive to owners of larger lots.

Commissioner Roth stated he supported the proposed 25% as it provided the City with some control.

Commissioner Hark asked when the study was expected to be completed, to which Ms. Emmerich replied in August.

Planning Commission Recommendation

Motion by Commissioner Wippermann, second by Commissioner Roth, to approve the Zoning Code Amendment to modify Section 515.80 Subd. 8 of City Code relating to increasing the maximum impervious surface coverage in the R-1A, B and C zoning districts.

Motion carried (8/0). This matter goes to the City Council on June 8, 2009.

DRAFT

recommended that the total maximum impervious coverage in the R-1A, R-1B and R-1C Districts be 20%.

However, the analysis of impervious surface coverage looked at a small, subset of developed residential areas. Along with their 20% recommendation, Engineering also recommended that a larger scale analysis be completed to confirm that the actual impervious area in the developed area is close to what was assumed when the storm water system serving the area was designed. This large-scale study is currently being conducted and will be available later in the year.

During the May 11, 2009 City Council meeting, Council discussed modifying the allowed maximum impervious surface in the “R” Districts. This amendment would temporarily increase the impervious surface standard until the impervious surface study is completed and the permanent code change is adopted. Most of the discussion focused on raising the allowed maximum impervious surface to 25% of the lot area. Furthermore, Council discussed requiring a Conditional Use Permit for impervious surface between 25% and 30%. They felt that the raising the allowed maximum impervious surface standard and requiring a Conditional Use Permit for up to 30% would be reasonable.

Current Regulations. Currently Section 515.80 Subd. 8. Allows for a maximum of 20% of imperious surface. Furthermore, a Conditional Use Permit can be obtained to exceed 20% coverage on lots that do not meet the minimum lot size.

Proposed Ordinance Language. Consistent with Council’s direction, staff has prepared language that would raise the allowed maximum impervious surface to 25% and allow for a Conditional Use Permit on lots that have 25% to 30% of coverage. The new language is shown underlined and highlighted in Exhibit A. Again, it is expected that this ordinance will be revisited in a few months, after the more comprehensive study is complete.

ALTERNATIVES

The alternative courses of action the Planning Commission has available include the following:

- A. **Approval.** If the Planning Commission finds the proposed amendment language to be acceptable, the Commission could recommend adoption of the attached ordinance amendment.
- B. **Modified Approval.** If the Planning Commission finds it acceptable to change the current maximum impervious surface requirements, but is not in agreement with the recommendation, the Commission could recommend adoption of a modified amendment.
- C. **Denial.** If the Planning Commission does not find it necessary to modify the existing language, the Commission could recommend denial of the proposed ordinance amendment.

RECOMMENDATION

Based on the City Council's comments and direction, Staff recommends that the ordinance be modified as follows:

- Allow a maximum of 25% impervious coverage in the R-1A, B and C Zoning Districts.
- Require a Conditional Use Permit for lots from 25% to 30% of impervious surface.

Attachments: Proposed Ordinance Amendment
May 11, 2009 City Council Minutes

Exhibit A

Subd. 8. "R-1A, B, C" One-Family Residential District.

A. Purpose. The “R-1” Residential District is established for existing and future One-Family detached dwelling areas which are provided with full urban services.

B. Bulk Standards. The following standards apply in the “R-1A, B, C” One-Family Residential Districts

1. Minimum Standards*

Lot Area ¹	
R-1A	40,000 square feet
R-1B	20,000 square feet
R-1C	12,000 square feet (interior lot) 12,500 square feet (corner lot)
Lot Width ²	
R-1A	170 feet (interior lot) 200 feet (corner lot)
R-1B	100 feet (interior lot)
R-1C	85 feet (interior lot) 100 feet (corner lot)
Front Yard Setback	30 feet
Side Yard Setback**	10 feet
Rear Yard Setback	30 feet
Height (max.)	35 feet
Impervious Surface (max.)	(See B.4.)

* All standards are minimum requirements unless noted

** An attached garage with no living space above, below, in front of or behind it, it may meet the minimum side yard setback standard for accessory structures found in Subparagraph 2 below rather than the larger setback required of principle structures as found in this table.

¹ Additional Minimum Lot Area Requirements:

If the lot is not served by municipal water and sewer, then the minimum lot area in each of the above listed zoning districts shall be two and one-half (2-1/2) acres. Provided, however,

- a. if the subject lot is a lot of record as of February 1974 and is not served by municipal water or sewer, then the minimum lot area in each of the above listed zoning districts shall be 40,000 square feet.
- b. if the subject lot is a lot of record as of February 1974 and is not served by municipal sewer but is served by municipal water, then the minimum lot area shall be 20,000 square feet.

² Additional Minimum Lot Width Requirements:

- a. If the subject lot is not served by municipal water or sewer, then the minimum lot width shall be 170 feet for an interior lot and 200 feet for a corner lot or that minimum lot width as set forth above, whichever is greater.
- b. If the subject lot is not served by municipal sewer but is served by municipal water, then the minimum lot width shall be 100 feet or that minimum lot width as set forth above, whichever is greater.

2. Accessory Structure Standards*

Maximum size	1,000 square feet
Maximum number	1
Front Yard Setback	30 feet
Side Yard Setback**	5 feet
Rear Yard Setback	8 feet
Height (max.)	25 feet

* All standards are minimum requirements unless noted

** An attached garage with no living space above, below, in front of or behind it, it may meet the minimum side yard setback standard for accessory structures rather than the larger setback required of principle structures as found in Subparagraph 1 above.

3. Thoroughfare Setback Standards*

Type of Thoroughfare	Right-of-way Width	Minimum Setback
Interstate or State Highway	150 feet or greater	50 feet
Major Arterial	150 feet or greater	The greater of 50 feet or 125 feet from road centerline
Minor Arterial	100 to 120 feet	The greater of 50 feet or 100 feet from road centerline
Community Collector Street	80 feet or greater	The greater of 40 feet or 70 feet from road centerline
Neighborhood Collector Street	60 to 80 feet	30 feet

* All standards are minimum requirements unless noted

4. Impervious Surface Standards

a. For lots that meet the minimum lot size requirement:

- 1. A maximum of 25% of impervious surface is allowed.
- 2. Up to 30% of impervious surface may be allowed by Conditional Use Permit, provided the following criteria are met:
 - a) A Storm Water Management System shall be constructed within the property that meets the Best Management Practices design criteria as set forth in the Northwest Area Ordinances and Storm Water Manual.
 - b) The Storm Water Management System and Grading Plan (including necessary details for construction, showing proper location, material, size, and grades) shall be approved by the Engineering Division prior to ground disturbance or installation of the facility.

- c) The Storm Water Management System is considered a private system and the responsibility of maintenance is that of the owner.
- d) A storm water facilities maintenance agreement shall be entered into between the applicant and City to address responsibilities and maintenance of the storm water system.
- e) An escrow or fee, to be determined by the City Engineer, shall be submitted to the City with the Storm Water Management System submittal. The final amount and submittal process shall be determined by the City by the time the Owners are ready to submit the Storm Water Management System and Grading Plan.
- f) The soils shall be tested to determine the infiltration capacity to insure the storm water maintenance facility performs and functions within the assumed design parameters.

b. For lots that do not meet the minimum lot size requirement:

- 1. A maximum of 25% of impervious surface is allowed.
- 2. A Conditional Use Permit, may be obtained to exceed the allowed maximum impervious surface, if the following criteria are met:
 - a) A Storm Water Management System shall be constructed within the property that meets the Best Management Practices design criteria as set forth in the Northwest Area Ordinances and Storm Water Manual.
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 - c) The Storm Water Management System is considered a private system and the responsibility of maintenance is that of the owner.
 - d) A storm water facilities maintenance agreement shall be entered into between the applicant and City to address responsibilities and maintenance of the storm water system.
 - e) An escrow or fee, to be determined by the City Engineer, shall be submitted to the City with the Storm Water Management System submittal. The final amount and submittal process shall be determined by the City by the time the Owners are ready to submit the Storm Water Management System and Grading Plan.
 - f) The soils shall be tested to determine the infiltration capacity to insure the storm water maintenance facility performs and functions within the assumed design parameters.

C. Allowable Uses. See Table in Section 515.80, Subd. 4 for a listing of allowable uses within this District.

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: June 8, 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: August 7, 2009 (second 60 days)

SUMMARY

At the May 11, 2009 City Council meeting, Council tabled the applicant's request, pending an ordinance amendment. However, if Council does not approve the proposed ordinance amendment at the June 8, 2009 meeting, staff is requesting that they act on this request.

Attachments May 11, 2009 City Council Memo
 Variance Denial Resolution
 Planning Commission Recommendation
 Planning Report

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 Rheume, 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

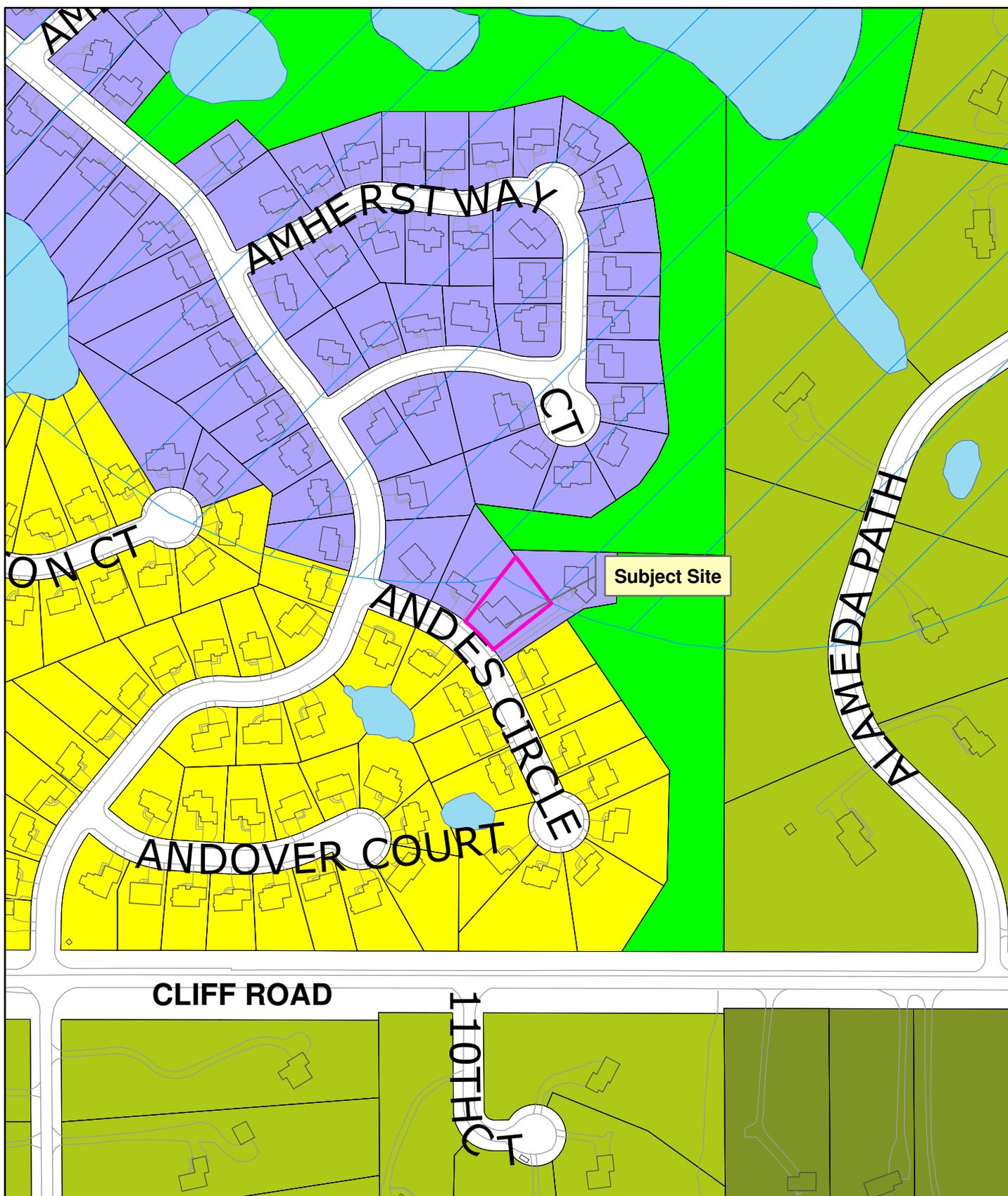
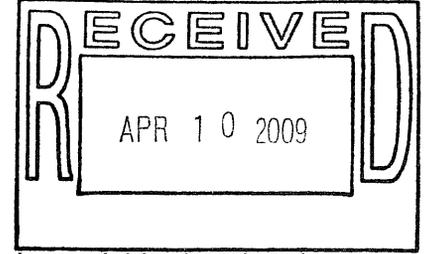


Exhibit A
Zoning Map



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

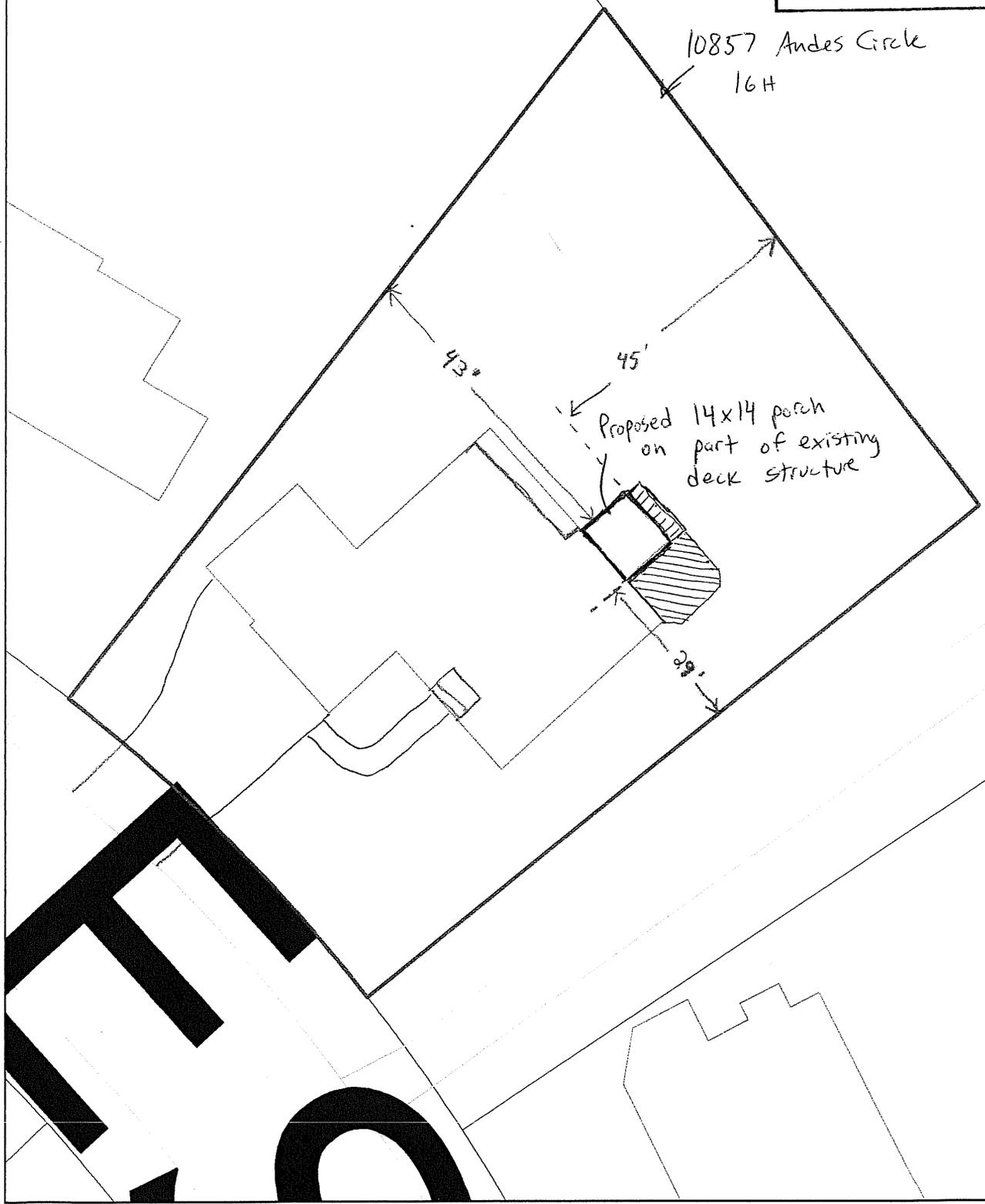
Mindy Vining (across street)
10856 Andes Circle
651-994-6896

Paul & Lisa Jacobson (across street)
10866 Andes Circle
651-686-8255

EXHIBIT B

RECEIVED
APR 10 2009

10857 Andes Circle
16H



10857

EXHIBIT C

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Extension of Bus Service to Arbor Pointe

Meeting Date: June 8, 2009
 Item Type: Regular
 Contact: Thomas J. Link: 651-450-2546
 Prepared by: Tom Link, Director of Community Development
 Reviewed by: N/A

TJL

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 supporting an extension of bus service to the Arbor Pointe area, per the attached draft letter.

SUMMARY

In response to a request of the River Heights Chamber of Commerce, staff made an inquiry to the Metropolitan Council regarding an extension of bus service to the Arbor Pointe area. The bus service currently terminates at Inver Hills Community College but could be extended one mile to Arbor Pointe. The Metropolitan Council expressed interest in considering such an extension and, in fact, is conducting a preliminary review of the matter. The earliest that such an extension could be implemented would be December.

The City Council is to consider supporting such a request, per the attached draft letter. If the City Council is interested in such a bus service extension, it could also comment on the preferred route. A couple of options exist. One route could exit the south end of the college campus, extend east along College Trail, south along Cahill Avenue through residential neighborhoods, and on to the commercial area. This option may be perceived as a noise nuisance to some residents but may serve more residents and increase ridership. The Metropolitan Council is aware that the City will be improving Cahill Avenue this year. A second route could exit the south end of the college campus, extend west along College Trail, south along Broderick Boulevard past the townhouse and apartment buildings, and into the commercial area.

The City Council is to consider supporting an extension of bus service to the Arbor Pointe area and to comment on the preferred route, per the attached draft letter.

TJL/kf

Enc: Draft Letter to the Metropolitan Council

cc: Jennifer Gale, River Heights Chamber of Commerce

June 2, 2009

Scott Thompson
Metropolitan Council
390 North Robert Street
St. Paul, MN 55101-1805

Dear Mr. Thompson:

The Inver Grove Heights City Council supports the extension of bus service to the Arbor Pointe neighborhood. The extension of bus service would provide increased transit opportunities for Inver Grove Heights residents and support the commercial activities of local businesses.

As previously discussed, the River Heights Chamber of Commerce has expressed an interest in the extension of bus route 68 and 71 to the Arbor Pointe neighborhood. Currently the two bus routes terminate at Inver Hills Community College but could be extended about one mile to serve Arbor Pointe. Arbor Pointe is a 450 acre master planned community that includes about 300,000 square feet of commercial retail and about 11,000 dwelling units. The retail businesses include Wal-Mart, Rainbow, and a variety of community and neighborhood businesses. The residential development includes a mix of apartments, townhouses, and single family residences.

The City Council also supports the use of (Cahill Avenue or Broderick Boulevard?) as the preferred route. (Insert sentence regarding the rationale for this alternate)

The City of Inver Grove Heights appreciates Metropolitan Council's consideration of an extension of bus service to the Arbor Pointe neighborhood. If you have any questions or need additional information, please contact Community Development Director Thomas Link at 651-450-2546 or tlink@ci.inver-grove-heights.mn.us.

Sincerely,

CITY OF INVER GROVE HEIGHTS

Joe Lynch
City Administrator

JL/kf

cc: Jennifer Gale, River Heights Chamber of Commerce
Daniel Wolter, Metropolitan Council

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Ordering City Project No. 2009-21, Concord Boulevard Reconstruction – Phase 3, Utility Improvements

Meeting Date: June 8, 2009
 Item Type: Regular
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: N/A *SDT*

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

PURPOSE/ACTION REQUESTED

Consider resolution ordering City Project No. 2009-21, Concord Boulevard Reconstruction – Phase 3, Utility Improvements.

SUMMARY

As part of the third phase of the Concord Boulevard reconstruction, the existing water main under the street is proposed to be replaced. The 8-inch cast iron pipe (CIP) is nearly 40 years old. It is recommended that it be replaced in conjunction with the County's street project to avoid a much more costly replacement (involving removal and replacement of the street) in a few years. Similar work is being completed in Phase 2 of the Concord Boulevard project that is currently under construction.

The proposed improvements include replacing the 8-inch CIP with 8-inch ductile iron pipe, and replacing all hydrants, gate valves and service lines. The project will also include a new emergency interconnection between the Inver Grove Heights and South St. Paul water systems.

The project also includes some minor sanitary sewer improvements.

The water system improvements are estimated to cost \$725,500 and would be funded from the Water Connection Fund. The sanitary sewer system improvements are estimated to cost \$14,700 and would be funded from the Sewer Connection Fund.

I recommend approval of the resolution ordering City Project No. 2009-21, Concord Boulevard Reconstruction – Phase 3, Utility Improvements.

SDT/kf
 Attachment: Resolution

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

**RESOLUTION ORDERING IMPROVEMENTS FOR CITY PROJECT NO. 2009-21 – CONCORD
BOULEVARD RECONSTRUCTION – PHASE 3, UTILITY IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, the City Council ordered City Project No. 2009-11 – Concord Boulevard Reconstruction – Phase 3 on June 8, 2009; and

WHEREAS, the plans for that project include replacement of the existing cast iron pipe water main and some minor sanitary sewer improvements under Concord Boulevard; and

WHEREAS, the City desires to complete the utility reconstruction (City Project No. 2009-21) in conjunction with the street reconstruction project.

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

1. Such improvement (City Project No. 2009-21) is hereby ordered as proposed in the Feasibility Study.
2. The project shall be funded from the Water Connection Fund and the Sewer Connection Fund, as designated in the Feasibility Report.
3. The contract for these improvements shall be let no later than three (3) years after the adoption of this resolution.

Adopted by the City Council of Inver Grove Heights this 8th day of June 2009.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Ordering City Project No. 2009-22, Concord Boulevard Reconstruction – Phase 3, Decorative Street Lighting and Approving Construction Agreement with Xcel Energy

Meeting Date: June 8, 2009
 Item Type: Regular
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: N/A *SDT*

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

PURPOSE/ACTION REQUESTED

Consider resolution ordering City Project No. 2009-22, Concord Boulevard Reconstruction – Phase 3, Decorative Street Lighting and Approving Agreement with Xcel Energy.

SUMMARY

Decorative street lights are proposed to be installed along the project corridor to match those being installed in South St. Paul. The street lights would begin at 68th Street East in Phase 2 of the Concord Boulevard Reconstruction and continue through Phase 3 to the South St. Paul border. The street lights would be black “California Style” acorn fixtures mounted on 15-foot base mounted fiberglass poles with a 100-watt high pressure sodium bulb. The agreement with Xcel includes 59 street lights for Phase 3 and new, lower pricing for 14 street lights to be installed in Phase 2. The Phase 2 lighting was originally approved on September 22, 2008. Funding would come from the Host Community Fund.

I recommend approval of the resolution ordering City Project No. 2009-22, Concord Boulevard Reconstruction – Phase 3, Decorative Street Lighting, and approving the construction agreement with Xcel Energy.

SDT/kf
 Attachments: Resolution
 Construction Agreement

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

**RESOLUTION ORDERING IMPROVEMENTS FOR CITY PROJECT NO. 2009-22 – CONCORD
BOULEVARD RECONSTRUCTION – PHASE 3 DECORATIVE STREET LIGHTING AND
APPROVING CONSTRUCTION AGREEMENT WITH XCEL ENERGY**

RESOLUTION NO. _____

WHEREAS, the City Council ordered City Project No. 2009-11 – Concord Boulevard Reconstruction – Phase 3 on June 8, 2009; and

WHEREAS, decorative street lighting is proposed to be installed (City Project No. 2009-22) from 68th Street, north to the border with South St. Paul, to match lighting being installed in South St. Paul; and

WHEREAS, the underground portion of the installation must be coordinated with the construction on the street reconstruction project; and

WHEREAS, an agreement has been received from Xcel Energy for the installation, operation and maintenance of the street lighting.

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

1. Such improvement (City Project No. 2009-22) is hereby ordered as proposed in the Feasibility Study.
2. The agreement with Xcel Energy for the installation, operation and maintenance of the street lights is approved and staff is authorized to execute the agreement.

Adopted by the City Council of Inver Grove Heights this 8th day of June 2009.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk



Outdoor Lighting
825 Rice Street
St. Paul, MN 55117

Construction Agreement For Street Lighting Facilities

The customer identified below ("Customer") and Northern States Power Company, a Minnesota Corporation and wholly owned subsidiary of Xcel Energy Inc. ("Xcel Energy" or "Company") agree to this Construction Agreement for Street Lighting Facilities, including the attached Terms and Conditions, for the following street light facilities:

Customer: **City of Inver Grove Heights**

Address: **8150 Barbara Ave**

City: **Inver Grove Heights**

State: **MN** Zip Code: **55077**

Project charges of: **Four hundred fifty two thousand one hundred sixteen dollars and no/100Dollars: \$452,116.00**
In accordance with the following terms of payment: **Payment due 30 Days after construction has started**

For Association or City of: **Inver Grove Heights**

Streetlights/Facilities Location: **Concord Street, Inver Grove Heights**

Rate Code: **A30-Q (Prepay Option). Installation of 100W HPS King California Acorns (K424). Monthly per street light fee will be \$6.09. This covers full maintenance of the street light system.**

Service consisting of:

Installation of Company Owned streetlight facilities consisting of:	
Designation of Lamps: INSTALL 73 - 15' BLACK FLUTED FIBERGLASS POLES ON SCREW-IN ANCHOR BASES AND 100W HPS BLACK CALIFORNIA STYLE ACORN FIXTURES FED WITH 3 #6 CU WIRES (BLACK, RED & WHITE) AND 1 #8 CU WIRE (GREEN GROUND) IN 1 1/2" CONDUIT	Number of Luminaries:
Moving the following Company Owned streetlight facilities to a new location: NA	
Construction process valid for 30 days from Late Summer 2009	

Customer and Xcel Energy agree to the attached terms and conditions for the installation and moving of the facilities identified above. Customer and Xcel Energy agree that the operation of the facilities shall be subject to the General Street Lighting Contract for Operations & Maintenance Services between Customer and Xcel Energy, dated January 8, 1970

Dated this _____ day of _____ 20 _____

Dated this _____ day of _____ 20 _____

Customer: _____

Xcel Energy: _____

By: _____

By: _____

Title: _____

Title: **Stephen R. Foss, Director Business Operations – Minnesota as authorized agent for Northern States Power Co.**

XCEL ENERGY USE ONLY	Date: April 6, 2009	Div: Newport
Xcel Energy Outdoor Lighting Consultant	Edward P. Bieging Jr.	
Xcel Energy Project Number:		
Customer Charges Paid:		

TERMS AND CONDITIONS

Customer and Company agree to the following terms and conditions:

- 1. Acceptance.** Execution of this Agreement constitutes Customer's acceptance of the express terms of Company's proposal and the offer contained therein, which are included and incorporated into this Agreement. Any additional or different terms proposed by Customer, or any attempt by Customer to vary in any degree any of the terms in this Agreement in Customer's acceptance, are hereby objected to and rejected, and (i) such additional or different terms shall not operate as a rejection of the incorporation of the Company's proposal in this Agreement unless such variances are with respect to terms involving the description, quantity, or delivery schedule of the Work to be performed by Company as described in Company's proposal ("the Work" means the supplying of any labor, materials, or any other work of Company expressly described in Company's proposal); (ii) such additional or different terms shall be deemed a material alteration hereof; and (iii) Company's proposal shall be deemed accepted by Customer and incorporated into this Agreement without said additional or different terms.
- 2. Request for Installation; Rights.** Customer requests that Company install outdoor lighting at the location(s) designated on page one and/or as shown on the attached exhibit. Customer grants Company any right, privilege and easement to install, operate and maintain its facilities, including underground facilities, on the property.
- 3. Installation Requirements.** Customer agrees that, prior to Company starting work: (1) the route of Company's service installation shall be accessible to Company's equipment; (2) Customer will remove all obstructions from the route at no cost or expense to Company; (3) Customer will clearly mark all septic tanks, drain-fields, sprinkler systems, water wells, owner-installed electric or pipeline facilities, or other Customer-owned facilities in the installation route; and (4) the ground elevation along the route shall not be above or more than four inches below the final grade. Company will contact the appropriate agency to locate 3rd party utility facilities (phone, cable, etc.) on Customer property. Customer agrees Company is not responsible for damage to Customer-owned underground facilities not marked at the time of outdoor lighting service installation.
- 4. Installation Cost Contribution.** Customer agrees to pay an installation cost contribution provided in Project Charges on page one. Customer is responsible for any additional installation costs incurred by Company because of (1) soil conditions that impair the installation of underground facilities, such as rock formations, etc., (2) extensive existing underground facilities, and (3) any existing conditions that exist but did not exist at the time the installation cost was determined, such as new sidewalks, curbing, black top, paving, sod or other landscaping and obstructions along the cable route.
- 5. Winter Construction Charges.** When underground facilities are installed between October 1 and April 15, inclusive, because of failure of Customer to meet all requirements of the Company by September 30, or because the Customer's property, or the streets leading thereto, are not ready to receive the underground facilities by such date, such work will be subject to a Winter Construction Charge when winter conditions of six inches or more of frost exist, snow removal or plowing is required to install service, or burners must be set at the underground facilities in order to install service for the entire length of the underground service. Winter construction will not be undertaken by the Company where prohibited by law or where it is not practical to install underground facilities during the winter season. The charges apply to frost depths of 18" or less. At greater frost depths, the Company may individually determine the job cost. The Company also reserves the right to charge for any unusual winter construction expenses. All winter construction charges are non-refundable and are in addition to any normal construction charges.
- 6. Schedule; Delays.** Quoted shipping and completion dates are approximate and are based on prompt receipt of all necessary information and approvals from Customer and access as required by Company and its contractors or subcontractors (if any) to the site and to the equipment which is the subject of this Agreement. If Company's performance is delayed by Customer's suspension of work, in whole or in part, or by any act or omission of Customer, the time for performance will be extended by the period of time required by Company to return to the state of performance that existed before the delay. If the delay or suspension continues for sixty (60) days, Company has the right to cancel or renegotiate the Agreement. Customer will pay an equitable adjustment based on a claim submitted by Company for all reasonable costs, damages and expenses incurred by Company incident to the delay or suspension.

7. **Changes.** The prices for any extras or changes to the scope of the Work or modifications to the payment or performance schedule will be agreed upon in writing before either party will be obligated to proceed with such changes. Performance of any change will not waive any claims for equitable adjustment in price or schedule.
8. **Relocating Facilities.** Customer agrees to pay the cost of relocating any portion of facilities, including underground facilities, to accommodate Customer or as required due to altering of grade, additions to structures, installation of patios, decks, gardens, sidewalks, curbing, paving, blacktop, sod, landscaping or any other condition which makes maintenance of the Company's facilities impractical. Company shall notify Customer of such relocations prior to incurring relocation costs.
9. **Environmental.** Prior to the start of the Work, Customer will provide notice of any hazardous materials or hazardous situations that it is aware of with respect to the facilities where the Work is to be performed or that could affect the Work. In the event Company encounters the existence of asbestos, asbestos containing materials, formaldehyde, lead, or potentially toxic or otherwise hazardous material in the performance of the Work, the discovery thereof shall constitute a cause beyond Company's reasonable control and Company shall have the right to cease or not commence the Work until the area has been made safe by Customer or Customer's representative, at Customer's expense.
10. **Restoration.** Company will restore any excavation of the boulevard on Customer's property with existing soil so it is level and clean. Customer is responsible for the final compacting, loam, seeding, sod or watering of the boulevard at Customer's expense unless otherwise noted on page one of this Agreement.
11. **Additional Charges.** In addition to the project charges on page one of this Agreement, Company shall be compensated for any added costs of performing the Work attributable to any one or more of the following: (i) any and all extras and change orders and any and all other additional work mutually agreed by Customer and Company; (ii) any and all costs and expenses related to asbestos or other environmental matters, any unforeseen conditions or any changes in the law; and (iii) any and all added costs and expenses of performing the Work attributable to any change by Customer in the criteria or information for the facility or to any delay or breach by Customer or its subcontractors.
12. **Operations; Maintenance.** Customer requests and authorizes Company to provide illumination and maintain the street lighting facilities under the Terms and Conditions as described in Customer's General Street Lighting Contract for Operations & Maintenance Services with Company, which shall be effective upon the completion date of the street light installation.
13. **Payments.** Unless otherwise specified in Company's proposal, Company may at its option invoice Customer upon completion of the Work or invoice Customer on a monthly basis for construction work performed under this Agreement. Customer shall pay Company all invoiced amounts within thirty (30) days of receipt of invoice.
14. **Termination.** Customer may terminate the Agreement only upon written notice to Company and payment to Company for all (i) services and Work rendered or performed to the effective date of such termination; (ii) materials, supplies and equipment purchased prior to the effective date of such termination; and (iii) costs incurred by Company as a result of such termination. To the extent that Company uses the materials, supplies, or equipment on other projects or for maintenance purposes, Customer will not be charged for them.
15. **Warranties.** Company shall perform the Work in a safe and professional manner in accordance with all applicable codes, standards, regulations and laws. Company shall repair, replace or correct to Customer's satisfaction all faulty or substandard work or defects in materials which appear within ninety (90) days from the date of completion of the Work. Acceptance of the Work or payment by Customer shall not affect this obligation. **THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL STATUTORY OR IMPLIED WARRANTIES (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE).**
16. **Limitation of Remedies.** **IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL COMPANY BE LIABLE TO CUSTOMER FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE.** In no event whatsoever shall

Company ever be liable to Customer for any damages or other amounts (including, without limitation, direct or actual damages), whether arising in contract or tort (including, without limitation, negligence) or otherwise, under or in connection with this Agreement or the Work, in an amount, in the aggregate, in excess of the total price paid for the Work; any and all claims for damages in excess of such amount being hereby forever waived and released by Customer; provided, however, that nothing contained in this sentence shall waive or limit any direct damages which Customer may suffer on account of Company's gross negligence or willful misconduct.

17. **Force Majeure.** Neither party will be liable to the other for any delay or failure to perform due to any cause beyond its reasonable control, including fire, flood, strike or other labor difficulty, act of God, or act of any governmental authority. The party experiencing the force majeure will notify the other party promptly, and appropriate adjustments will be negotiated. In the event of delay in performance due to force majeure, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay, provided that if such delay continues for 60 days the party not experiencing the force majeure may terminate this Agreement.
18. **Document Approval.** Company may request that Customer review documents developed by Company for conformity with Customer requirements or specifications. Unless Customer advises Company otherwise in writing within fifteen (15) days after Company's submission, Company may consider the documents approved and proceed with work. Changes thereafter, made at the direction of Customer, will entitle Company to adjustment by change order.
19. **Documentation and Proprietary Information.** Customer will provide Company with accurate and complete information in order to permit Company to successfully undertake and complete the Work. Company shall not be prohibited from disclosure or use of proprietary or confidential information or documents necessary for Company to secure or maintain in effect any license or permit, or otherwise to complete the Work. Where Customer information is incomplete or incorrect, resulting in delay or extra work, Company will be entitled to adjustment by change order.
20. **Work Product.** All reports, drawings, plans, specifications, calculations, studies, software programs, tapes, models and memoranda, if any, assembled or prepared by Company or Company's affiliates, independent professional associates, agents, consultants, contractors or subcontractors pursuant to this Agreement are instruments of service in respect of the Work, and Company shall retain all ownership and property interest therein, whether or not the Work is completed. Customer may make and retain copies for information and reference in connection with the Work; *provided, however*, that it is understood and agreed that such documents are not intended to be re-used by Customer or others on extensions of the project or on any other project or any other purpose other than as expressly set forth in this Agreement, and Customer shall not re-use or disclose to any third party all or any portion of such work product without the express prior written consent of Company.
21. **Customer Facilities.** Company does not assume any responsibility for the adequacy, safety or satisfactory performance of Customer's facilities. Customer shall, to the fullest extent permitted by law, indemnify, defend and hold harmless Company and its officers, directors, agents, employees, and representatives from and against any and all losses, claims, damages, expenses (including attorneys' fees and costs) arising, for any reason whatsoever, out of the failure, non-operation or faulty performance of Customer's facilities (except to the extent of Company's gross negligence or willful misconduct).
22. **Subcontracting.** Company may subcontract any portion or all of the Work without the approval of Customer.
23. **Independent Contractor.** Nothing contained in this Agreement nor any acts of the parties shall be construed to create the relationship of principal and agent, or of limited or general partner, or of joint venture or of any association between or among the parties to this Agreement, except that of owner and independent contractor.
24. **Title; Rights of Access.** Customer warrants that it has fee simple title to the property. Customer hereby grants to Company the right to enter and improve the real property for the purposes stated herein.
25. **Ownership.** Customer shall acquire no right, title or interest in any portion of the Work or Company's equipment or facilities placed in, on, over, through and/or under the real property by Company. The Work constructed and installed by Company on the real property of Customer shall be and mean the personal property of Company, shall not be considered a fixture of the property, shall not attach to the realty, and shall not be alienable or



Outdoor Lighting
825 Rice Street
St. Paul, MN 55117

liable by Customer or any other party. Further, Company may remove, repair and replace the Work and its component system and equipment at any time without notice in Company's sole and absolute discretion.

26. **Other.** It is agreed that failure by Customer or by Company at any time or from time to time to enforce any of the provisions of this Agreement shall not be construed to be a waiver of such provision or of Customer's right or Company's right, respectively, to thereafter enforce each and every provision hereof. This Agreement contains, with respect to the specific services to be performed by Company, the entire understanding of the parties, and shall supersede any other oral or written agreements and be binding upon and inure to the benefit of the parties' successors and assigns. This Agreement may not be modified in any way without the written consent of both parties. If any provision of this Agreement is determined by a court to be unenforceable, then such provision will be deemed null and void but the remaining provisions shall be enforceable according to their terms. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Minnesota (as opposed to conflicts of laws provisions) as though all acts and omissions contemplated hereby or related hereto occurred in Minnesota. No course of prior dealing, usage of trade and course of performance shall be used to modify, supplement or explain any terms of this Agreement. Neither Party will assign or otherwise transfer its rights or obligations hereunder, in whole or in part, without the advance written consent of the other. Notwithstanding the above, Company may assign its rights or obligations to any of its affiliates without the written consent of Customer.
27. **Governing Law.** The Terms and Conditions provided herein and the rights of all the parties hereunder shall be construed under and governed by the laws of the State of Minnesota.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Acceptance of Bids and Award of Contract for City Project No. 2007-17 – Clark Road Improvements

Meeting Date: June 8, 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: Cooperative Agreement Funds, Closed Bond Fund

PURPOSE/ACTION REQUESTED

Consider resolution awarding contract for City Project No. 2007-17 – Clark Road Improvements.

SUMMARY

City Council approved plans and specifications and authorized advertisement for bids on April 27, 2009. Bids were opened at 10:00 a.m. on May 28, 2009 for the subject project. Ten contractors submitted bids.

The low base bid of \$378,674.28 was submitted by Park Construction Company. This low bid is 33% less than the Engineer’s Estimate of \$560,761.10.

I recommend that the City Council adopt the resolution accepting the bids and awarding the base bid contract for City Project No. 2007-17 – Clark Road Improvements to Park Construction Company in the total base bid amount of \$378,674.28.

SDT/kf

Attachments: Resolution
 May 29, 2009 letter from Kimley-Horn & Associates, Inc.
 Location Map

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

**RESOLUTION ACCEPTING BIDS AND AWARDING CONTRACT FOR CITY PROJECT NO. 2007-17 – CLARK
ROAD IMPROVEMENTS TO PARK CONSTRUCTION COMPANY IN THE AMOUNT OF \$378,674.28**

RESOLUTION NO. _____

WHEREAS, pursuant to an advertisement for bids for City Project No. 2007-17 – Clark Road Improvements, 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	ADDENDUM NO. 1 ACKNOWLEDGED	BASE BID
Park Construction Co.	Yes	Yes	\$378,674.28
Max Steininger, Inc.	Yes	Yes	\$395,051.73
Carl Bolander & Sons Co.	Yes	Yes	\$404,641.17
Valley Paving, Inc.	Yes	Yes	\$415,484.78
Ace Blacktop, Inc.	Yes	Yes	\$419,411.75
Danner, Inc.	Yes	Yes	\$420,005.71
Dahn Construction Co., LLC	Yes	Yes	\$420,332.70
Ryan Contracting Co.	Yes	Yes	\$469,530.74
S. M. Hentges & Sons, Inc.	Yes	Yes	\$478,845.00
S. R. Weidema, Inc.	Yes	Yes	\$503,900.00

WHEREAS, Park Construction Company is the lowest responsible bidder.

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

1. The Mayor and City Clerk are hereby authorized and directed to enter into a contract with Park Construction Company in the name of the City of Inver Grove Heights, for City Project No. 2007-17 – Clark Road Improvements, 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. City Project No. 2007-17 – Clark Road Improvements shall be funded through Cooperative Agreement Funds and Closed Bond Fund.

Adopted by the City Council of Inver Grove Heights this 8th day of June 2009.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Melissa Rheaume, Deputy Clerk



Kimley-Horn
and Associates, Inc.

May 29, 2009

Mr. Scott Thureen, P.E.
Public Works Director
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
Clark Road Improvements
City Project 2007-17 (S.P. 1907-72)

Dear Mr. Thureen:

At 10:00 a.m. Thursday, May 28th, 2009, bids were received and opened for the above-referenced project. Bids were received from ten (10) contractors and are as follows:

<u>Contractor</u>	<u>Base Bid</u>
Park Construction Co.	\$ 378,674.28
Max Steininger, Inc.	\$ 395,051.83
Carl Bolander & Sons Co.	\$ 404,641.17
Valley Paving, Inc.	\$ 415,484.78
Ace Blacktop, Inc.	\$ 419,411.75
Danner Inc.	\$ 420,005.71
Dahn Construction Co., LLC	\$ 420,332.70
Ryan Contracting Co.	\$ 469,530.74
S.M. Hentges & Sons Inc.	\$ 478,845.00
S.R. Weidema, Inc.	\$ 503,900.00

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. Park Construction Co. was read as the low bidder with a total bid of \$378,674.28, and their bid has been confirmed. This low bid is \$182,086.82 or 33% less than the Engineer's Estimate of \$560,761.10.

There were several minor errors made amongst the other bidders, however none of the errors significantly affected the order of the bids. A copy of the bid tabulation for the project is enclosed for your information. All bid amounts shown on this letter and the attached bid tabulations are the corrected bid amounts.



We understand that the City staff recommendation is for the Council to award the project to the low bidder. Based on this recommendation and our review and tabulation of the bids received for this project, Park Construction Co. is the responsible low bidder for the project.

Please call me if you have any questions or you need any additional information.

Sincerely,

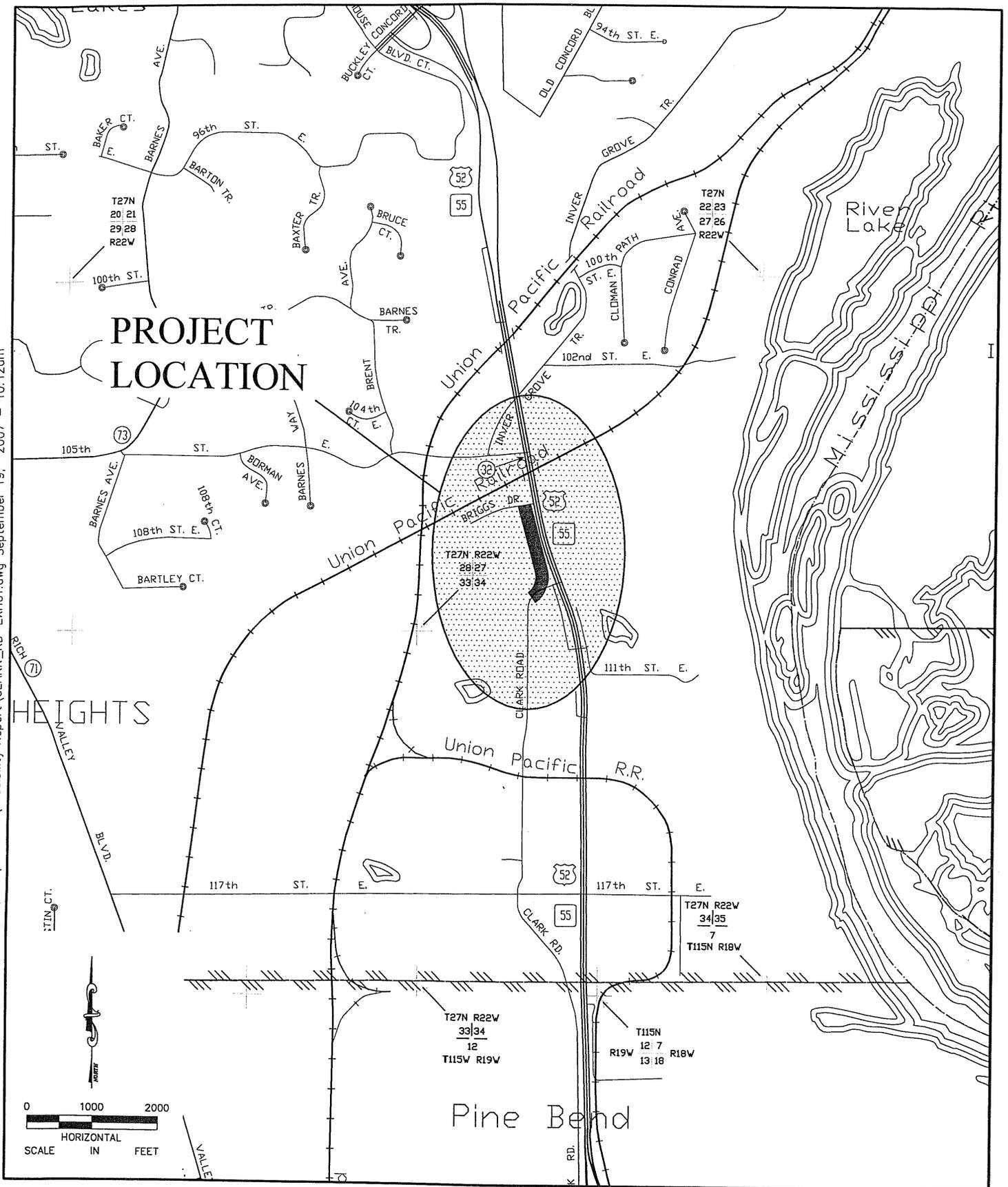
KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Eric Fosmo". The signature is fluid and cursive, with a long horizontal stroke at the end.

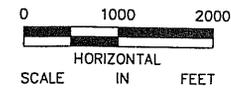
Eric Fosmo, E.I.T.
Project Engineer

Copy: File 160509007.3

G:\CITY OF IGH\CLARK_RD\DWG\EXHIBITS\FEASIBILITY REPORT\CLARK_RD-EXH01.dwg September 19, 2007 - 10:12am



PROJECT LOCATION



City of
Inver Grove Heights
 8150 BARBARA AVENUE
 INVER GROVE HEIGHTS, MN 55077-3412



**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

LOCATION MAP

CLARK ROAD IMPROVEMENTS CITY PROJECT 2007-17

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Accepting the Proposal from and Awarding Contract to WSB & Associates, Inc. for Construction Phase Services for City Project No. 2009-01 Trunk Highway 3 and Proposed 80th Street (County Road 28) Intersection Improvements.

Meeting Date: June 8, 2009
 Item Type: Regular
 Contact: Scott D. Thureen: 651-450-2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *SAT*

Fiscal/FTE Impact:

- None
- Amount included in current budget
- Budget amendment requested
- FTE included in current complement
- New FTE requested – N/A
- Other: Cost-Share Agreement, Special Assessments, Municipal State Aid Funds

PURPOSE/ACTION REQUESTED

Consider a resolution accepting the proposal from and awarding contract to WSB & Associates, Inc. for construction phase services for City Project No. 2009-01 Trunk Highway 3 and proposed 80th Street (County Road 28) intersection improvements.

SUMMARY

The City Council approved the construction plans and specifications and authorized advertisement for bids on May 26, 2009.

Staff requested proposals from two engineering consulting firms for construction phase services, including inspection, surveying and geotechnical testing. The firms and their proposed fees are:

FEE

<u>Firm</u>	<u>Base</u>	<u>Geotechnical Sub-consultant</u>	<u>Total</u>
Stonebrooke Engineering	\$72,524	\$10,176	\$ 82,700
WSB & Associates, Inc.	\$88,412	\$14,442	\$102,824

The proposals are based on estimated hours. The actual hours will be dictated by the construction process. Unexpected field conditions could increase the time required of the consultant's staff. A decision concerning selection should be based on the experience of the firm and the assigned staff and, to some degree, on the hourly rates.

Both consultants have substantial experience in road construction for State and Federal projects. The proposed team from WSB & Associates, Inc. has experience with roundabout construction (two constructed in Richfield over the past 2 years), while the team from Stonebrooke Engineering has only project oversight experience. Based on the experience of the consultants, I recommend using WSB & Associates, Inc.

I recommend that the Council adopt the resolution accepting the proposal of WSB & Associates, Inc. for construction phase services for City Project No. 2009-01.

SDT/kf

Attachments: Proposals
 Resolution

DETAILED WORK PLAN
ESTIMATED PERSON-HOURS AND FEES
CITY OF INVER GROVE HEIGHTS - CONSTRUCTION ADMINISTRATION/INSPECTION/SURVEYING
CITY OF INVER GROVE HEIGHTS

CLIENT: CITY OF INVER GROVE HEIGHTS		Project Principal	Project Manager	Construction Observer	Survey Crew	Licensed Land Surveyor	Totals
PROJECT: TH3/CR 28 INTERSECTION IMPROVEMENTS							
Task	Work Task Description						
1.00	PRE-CONSTRUCTION ACTIVITIES						
1.01	PRE-CON MEETING	2	16	8			26
1.02	UTILITY COORDINATION	2	16	16			34
1.03	CONTRACT DOCUMENT PREPARATION	2	16	16			34
	SUBTOTAL HOURS - TASK 1	6	48	40	0	0	94
2.00	CONSTRUCTION OBSERVATION AND CONTRACT ADMINISTRATION						
2.01	JULY	8	24	88			120
2.02	AUGUST	8	32	200			240
2.03	SEPTEMBER	8	36	176			220
2.04	OCTOBER	8	16	32			56
	SUBTOTAL HOURS - TASK 2	32	108	496	0	0	636
3.00	CONSTRUCTION STAKING						
3.01	STAKE UTIL RELOCATES				16		16
3.02	CURB AND PAVING				80	16	96
3.03	DRAINAGE				24	4	28
3.04	WALK/INFILTRATION/PRETREATMENT				12	4	16
3.05	FIELD NOTES AND PROJECT MANAGEMENT					16	16
	SUBTOTAL HOURS - TASK 3	0	0	0	132	40	172

COST PROPOSAL
CITY OF INVER GROVE HEIGHTS - CONSTRUCTION ADMINISTRATION/INSPECTION/SURVEYING
CITY OF INVER GROVE HEIGHTS

CLIENT:	CITY OF INVER GROVE HEIGHTS							Total Cost
PROJECT:	TH3/CR 28 INTERSECTION IMPROVEMENTS							
CONSULTANT:								
Task No.	Work Task Description	Project Principal	Project Manager	Construction Observer	Survey Crew	Licensed Land Surveyor	Total Hours	Total Cost
1.00	PRE-CONSTRUCTION ACTIVITIES	6	48	40	0	0	94	\$7,636.64
2.00	CONSTRUCTION OBSERVATION AND CONTRACT ADMINISTRATION	32	108	496	0	0	636	\$47,316.32
3.00	CONSTRUCTION STAKING	0	0	0	132	40	172	\$16,570.80
	TOTAL HOURS	38	156	536	132	40	902	
	AVERAGE LABOR RATE	\$126.00	\$86.28	\$68.48	\$100.00	\$84.27		
	TOTAL LABOR COST	\$4,788.00	\$13,459.68	\$36,705.28	\$13,200.00	\$3,370.80		\$71,523.76
	REIMBURSABLE EXPENSES							\$1,000.00
	Materials Testing - AET Estimate							\$10,176.00
	TOTAL FEE							\$82,699.76



AMERICAN
ENGINEERING
TESTING, INC.

- CONSULTANTS
- ENVIRONMENTAL
- GEOTECHNICAL
- MATERIALS
- FORENSICS

June 3, 2009

Stonebrooke Engineering, Inc.
12467 Boone Avenue South
Savage, MN 55378

Attn: Michael Christianson

RE: Proposal for Materials Testing Services
Trunk Highway 3 and County Road 28 Roundabout
State Aid Project 178-010-008
City Project No. 2009-01
Inver Grove Heights, Minnesota
AET Proposal No. 20-08936

Dear Mr. Christianson:

Thank you for the opportunity to provide 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. This proposal is an update of our June 2, 2009 proposal. According to your June 3 request, we have included additional costs for an increased number of site visits to perform concrete testing services and also to provide personnel to mark the locations of bituminous cores using random locations selected by you.

Project Information

We understand the proposed construction will consist of project grading, utility installation, roadway grading, bituminous surfacing and concrete curbs and sidewalks. The project is a State Aid project. The scope of testing for the project will be controlled by the 2009 Mn/DOT Schedule of Materials Control.

Scope of Services

Based on the MN/DOT 2009 Schedule of Materials Control, our anticipated scope of services is outlined below. The contractor will be required to perform the additional QC testing as outlined in the Schedule of Materials Control. The scope of our services will be to perform QA Testing Services as outlined in the Schedule of Materials Control, with the exception of the observations and testing at the bituminous or concrete production plants. **Representatives of the City of Inver Grove Heights or Stonebrooke Engineering should contact the appropriate Mn/DOT personnel prior to start of the project. Mn/Dot may 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 you determine that observation and testing at the production plants should be performed by AET, we will be glad to provide you with a cost estimate for these additional services when the project materials placement schedule and locations of the applicable production plants is available.

Soil Observation & Testing

We understand that compaction of embankment soils, select granular fill and aggregate base is to be in accordance with the Specified Density requirements. During placement of fill in the embankments, pavement areas and backfill in the utility trench excavations, a Mn/DOT Certified Grading and Base Engineering Technician will visit the site on a will-call basis to test the fill when requested by the project engineer. As required by Mn/DOT the QA testing will be performed using sand cone methods. During placement of the Class 5 base, we will perform Modified Penetration Index tests (DCP) as required by the project specifications. Our services will include the following:

- Compaction tests and DCP tests to evaluate the compaction of Class 5 base, select granular borrow material and embankment or utility trench backfill soils.
- Relative moisture tests of fill and Class 5 base (Mn/DOT method).
- 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 11 trips will be required by the Engineering Technician to perform the compaction testing and material sampling. Periodic reports will be issued presenting the results of our testing.

Concrete Testing

Personnel from AET will perform testing of concrete at the site on a will-call basis, when requested by the project engineer. We anticipate the quantity of testing will be in accordance with the Schedule of Materials Control. These services will be performed by experienced 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 project engineer 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. In general, 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. 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 12 trips will be required by the Engineering Technician to perform the field testing.

Bituminous Mixture Testing (QA)

We understand that testing quality assurance companion samples of bituminous mixture will be required. Our laboratory will be according to the following work scope. Samples will be taken by the contractor on a random basis during placement. We will retrieve a split portion of each sample from the project site and return to our laboratory for testing. Each sample shall be a minimum of 65 lbs. The samples will be tested in our laboratory for the following:

- Mn/DOT Gyration Mix Properties.

After the completion of each days paving, we will 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 16 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.

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, are based on the Schedule of Materials Control and our past experience with similar projects. Our estimated total cost will be \$10,176.00.

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

Stonebrooke Engineering, Inc.
AET Proposal No. 20-08936
June 3, 2009
Page 4 of 4

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 according to the attached "Service Agreement" and the "Construction Testing Services Supplement", both of which are attached.

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.

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 Tabulation
- Service Agreement (3 pages)
- Construction Testing Services Supplement

PROPOSAL ACCEPTED BY:

Signature: _____

Typed Name: _____

Company: _____

Date: _____

FEE SCHEDULE (FY 2009)
PROJECT TESTING SERVICES
TRUNK HIGHWAY 3 AND COUNTY ROAD 28 ROUNDABOUT
STATE AID PROJECT BO. 178-010-008
INVER GROVE HEIGHTS, MINNESOTA
AET PROJECT No. 20-08936

SERVICE DESCRIPTION	PROJECT BUDGET			TOTAL AMOUNTS INVOICED TO DATE		Invoice Amount Through	
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT	# Units	Amount	# Units	Amount
Excavation Observations and Compaction Testing							
1. Staff Engineer I or Senior Engineering Assistant for observations of excavations and subgrade test rolls, consultation and reporting (services provided on a will-call basis).	hours	\$96.00	\$0.00	0.0	\$0.00	0.0	\$0.00
2. Engineering Assistant for observations of excavations and subgrade test rolls, consultation and reporting (services provided on a will-call basis).	hours	\$90.00	\$0.00	0.0	\$0.00	0.0	\$0.00
3. Engineering Technician II for observations of excavations and subgrade test rolls, consultation and reporting (services provided on a will-call basis).	hours	\$69.00	\$0.00	0.0	\$0.00	0.0	\$0.00
4. MnDOT Grading & Base Engineering Technician II site time for sample collection and travel time for soil and aggregate base compaction testing, relative moisture testing and sample collection (services provided on a will-call basis - assumes 11 trips to the jobsite).	11 hours	\$60.00	\$660.00	0.0	\$0.00	0.0	\$0.00
5. Personal or Company vehicle mileage (Engineers and Technicians).	390 miles	\$0.65	\$253.50	0.0	\$0.00	0.0	\$0.00
6. Soil/Aggregate Base compaction tests (MnDOT sand cone method).	9 tests	\$40.00	\$360.00	0.0	\$0.00	0.0	\$0.00
7. Soil compaction test (nuclear density method).	tests	\$23.00	\$0.00	0.0	\$0.00	0.0	\$0.00
8. Standard Proctor tests (Method B or C).	3 tests	\$115.00	\$345.00	0.0	\$0.00	0.0	\$0.00
9. Modified DCP tests, MnDOT method (including moisture content tests).	10 tests	\$20.00	\$200.00	0.0	\$0.00	0.0	\$0.00
10. Sieve tests of select granular fill and Class 5 aggregate base.	5 tests	\$85.00	\$425.00	0.0	\$0.00	0.0	\$0.00
11. Relative moisture test of Class 5, select granular borrow and embankment fill.	3 tests	\$20.00	\$60.00	0.0	\$0.00	0.0	\$0.00
Concrete Testing							
1. MnDOT Certified Engineering Technician for testing of concrete. (services provided on a will-call basis - assumes 12 trips to the jobsite).	24 hours	\$60.00	\$1,440.00	0.0	\$0.00	0.0	\$0.00
2. Personal or Company vehicle mileage (Engineers and Technicians).	390 miles	\$0.65	\$253.50	0.0	\$0.00	0.0	\$0.00
3. Curing, handling and compressive strength testing of concrete test cylinders (includes handling of non-tested cylinders).	48 cyls.	\$23.00	\$1,104.00	0.0	\$0.00	0.0	\$0.00
4. Concrete cylinder pick-up service from jobsite.	6 trips	\$45.00	\$270.00	0.0	\$0.00	0.0	\$0.00
Bituminous Testing							
1. MnDOT certified Engineering Technician marking locations of cores using random locations generated by the project engineer, retrieving samples of bituminous mixture and bituminous cores cut by the contractor for laboratory testing (services provided on a will-call basis - assumes 12 trips to the jobsite).	18 hours	\$65.00	\$1,170.00	0.0	\$0.00	0.0	\$0.00
2. Personal or Company vehicle mileage (Engineers and Technicians).	400 miles	\$0.65	\$260.00	0.0	\$0.00	0.0	\$0.00
3. Removal of cores from finished bituminous surface.	cores	\$85.00	\$0.00	0.0	\$0.00	0.0	\$0.00

FEE SCHEDULE (FY 2009)
 PROJECT TESTING SERVICES
 TRUNK HIGHWAY 3 AND COUNTY ROAD 28 ROUNDABOUT
 STATE AID PROJECT BO. 178-010-008
 INVER GROVE HEIGHTS, MINNESOTA
 AET PROJECT No. 20-08936

SERVICE DESCRIPTION	PROJECT BUDGET			TOTAL AMOUNTS INVOICED TO DATE		Invoice Amount Through	
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT	# Units	Amount	# Units	Amount
4. Thickness and density tests of companion bituminous core samples provided by the contractor.	16 tests	\$39.00	\$624.00	0.0	\$0.00	0.0	\$0.00
5. Testing of mixture properties of companion samples - Mn/DOT Gyrotory Mix Properties: adjusted asphalt film thickness (AFT), bulk specific gravity, air voids, VMA, % crushing, asphalt binder content and gradation(per Mn/DOT requirements).	4 tests	\$450.00	\$1,800.00	0.0	\$0.00	0.0	\$0.00
<i>Project Management & Coordination</i>							
1. Project Manager for coordination of AET personnel and activities, attending pre-construction meeting (if requested), consultation and report preparation.	7 hours	\$115.00	\$805.00	0.0	\$0.00	0.0	\$0.00
2. Principal Engineer for special consultation and report review.	1 hours	\$146.00	\$146.00	0.0	\$0.00	0.0	\$0.00
3. Personal or Company vehicle mileage (Engineers and Technicians).	miles	\$0.65	\$0.00	0.0	\$0.00	0.0	\$0.00
ESTIMATED BUDGET			\$10,176.00	TOTAL INVOICED TO DATE	\$0.00	MONTHLY INVOICE TOTAL	\$0.00

SECTION 1 - RESPONSIBILITIES

1.1 - The party to whom the proposal/contract is addressed is considered the Client of American Engineering Testing, Inc. (AET). The terms and conditions stated are binding, upon acceptance, on the Client, its successors, assignees, joint ventures and third-party beneficiaries. **Verbal proposal acceptance or authorizing purchase orders from the Client are considered formal acceptance of AET's terms and conditions. By signing the proposal or verbally authorizing the services, the authorizing party attests that they have the authority to legally bind the Client to agreement.**

1.2 - Prior to AET performing services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and property owner, site safety plans or other documents which may control or affect AET's services. If new information becomes available during AET's services, Client will provide such information to AET in a timely manner. Failure of client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability of AET. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - Services performed by AET will not relieve other persons of their responsibilities according to the contract documents or specifications, and AET will not be held responsible for work or omissions by Client or other persons. AET does not perform construction management, general contracting or surveying services and our presence on site does not constitute any assumption of those responsibilities. AET will not be responsible for directing or supervising the work of others, unless specifically authorized and agreed to in writing.

1.4 - Services performed by AET often include sampling at specific locations. Inherent with such sampling is variation of conditions between sampling locations. Client recognizes this uncertainty and the associated risk, and acknowledges that opinions developed by AET, based on samples so taken, are qualified to that extent.

1.5 - AET is not responsible for interpretations or modifications of AET's recommendations by other persons.

1.6 - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.7 - AET reserves the right to charge for time to negotiate new terms and conditions from those portrayed in our proposal or should the Client require the use of their contract format. If mutually acceptable terms cannot be established, AET shall have the right to withdraw their proposal without any liability to the Client, Owner or other parties and assigns associated with the project. If Client requests use of their contract format after the services have already been authorized, AET will be compensated for services rendered prior to approval of the Client's contract by both parties according to the AET Terms and Conditions.

1.8 - The AET proposal accompanying these terms and conditions is valid for sixty (60) days after the proposal issuance date to the Client. If Client authorizes the services after the expiration date, AET reserves the right to review and revise the proposal as necessary.

SECTION 2 - SITE ACCESS, RESTORATION AND UTILITIES

2.1 - Client will furnish AET safe and legal site access.

2.2 - It is understood by Client that in the normal course of its services AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

2.3 - If AET is required to locate public or private underground utilities or subsurface structures ("hidden features") in its efforts to conform with reasonable standards of care, AET is entitled to rely on the location information provided by locating vendors. Client shall provide AET with any information available or reasonably obtainable to help prevent our services from encountering such hidden features. AET will not accept liability for encounters with hidden features.

SECTION 3 - SAFETY

3.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET's services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate services. Client shall be responsible for payment of such additional protection costs.

3.2 - AET shall only be responsible for safety of AET employees at the site. The Client or other persons shall be responsible for the safety of all other persons at the site.

SECTION 4 - SAMPLES

4.1 - Client is responsible for informing AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by, or submitted to, AET remain the property of the Client during and after the services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

4.2 - Non-hazardous samples will be held for 30 days and then discarded unless, within 30 days of the report date, the Client provides a written request that AET store or ship the samples, at the Client's expense.

SECTION 5 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a period of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 6 - STANDARD OF CARE

AET strives to perform services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints. No other warranty is implied or intended.

SECTION 7 - INSURANCE

AET maintains Worker's Compensation, Comprehensive General Liability, Automobile Liability and Professional Liability insurance. AET will furnish certificates of insurance to Client upon request.

7.1 - Commercial General Liability insurance will include coverage for Products/Completed Operations (extending two (2) years after final acceptance of the Project by Owner or such longer period as the Contract Documents may require), Broad Form Property Damage including Completed Operations, Personal Injury, and Blanket Contractual Liability insurance applicable to AET's defense and indemnity obligations under this Agreement.

7.2 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

7.3 - Professional Liability Insurance is written on a claims-made basis and coverage will be maintained for two years after final acceptance of the Project by Owner or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.

7.4 - AET can endorse its Commercial General Liability (including Products/Completed Operations coverage) and Automobile Liability to add Client and Owner as an "additional insured" with respect to liability arising out of the Services performed for Client or Owner by or for AET. Such insurance afforded to Client and Owner as an additional insured under AET's policies shall be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by Client or Owner.

7.5 - AET will maintain in effect all insurance coverage required by this Agreement at its sole expense, if such insurance is reasonably available, and with insurance carriers licensed to do business in the state in which the Project is located and having a current A.M. Best rating of no less than A minus (A-).

7.6 Upon request, prior to commencing the Services hereunder, AET will furnish Client with Certificates of Insurance evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days' prior written notice is given to Client.

7.7 - AET reserves the right to charge Client for additional coverage, coverage limits or policy modification including waiver of subrogation and other project specific requirements not known at the time of our proposal, subject to approval by AET's insurance providers.

SECTION 8 - DELAYS

If delays to AET's services are caused by Client or Owner, work of others, strikes, natural causes, weather, or other items beyond AET's control, a reasonable time extension for performance of work shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 9 - PAYMENT, INTEREST AND BREACH

9.1 - Invoices are due on receipt. Client will inform AET of invoice questions or disagreements within 15 days of invoice date; unless so informed, invoices are deemed correct. In any case, Client shall pay for services of AET within 30 days of invoice.

9.2 - Client agrees to pay interest on unpaid invoice balances at a rate of 1.5% per month, or the maximum allowed by law, whichever is less, beginning 30 days after invoice date.

9.3 - If any invoice remains unpaid for 60 days, such non-payment shall be a material breach of this agreement. As a result of such material breach, AET may, at its sole option, terminate all duties to the Client or other persons, without liability as well as withhold any and all data from Client until such invoice payments are restored to a current status.

9.4 - Client will pay all AET collection expenses and attorney fees relating to past due fees which the Client owes under this agreement.

SECTION 10 - MEDIATION

10.1 - Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

10.2 - Unless Client and AET mutually agree otherwise, mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equitably. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 11 - LITIGATION REIMBURSEMENT

Payment of AET costs for Client lawsuits against AET which are dismissed or are judged substantially in AET's favor will be the Client's responsibility. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and AET costs.

SECTION 12 - MUTUAL INDEMNIFICATION

12.1 - AET agrees to indemnify Client from and against liability arising out of AET's negligent performance of the services, subject to Section 13 and any other limitations, other indemnifications or other provisions Client and AET have agreed to in writing.

12.2 - Client agrees to indemnify AET from and against liability arising from the negligent conduct of the Client, Owner, Client's Contractors/Subcontractors or other third parties, subject to any limitations, other indemnifications or other provisions Client and AET have agreed to in writing.

12.3 - If Client has indemnity agreement with other persons, the Client shall include AET as a beneficiary.

SECTION 13 - LIMITATION OF LIABILITY

Client agrees to limit AET's liability to Client arising from AET's negligent acts, errors or omissions, such that **the total liability of AET shall not exceed \$50,000.00.**

SECTION 14 - UNIONIZATION

AET reserves the right to renegotiate an appropriate fee increase or to terminate its contract on three (3) days written notice to Client and will not accept any liability for any penalties or costs from Client, Owner and their successors, assignees, joint-venturers, Contractors and Subcontractors, or any other parties involved with the project for claims, liabilities, damages or consequential damages directly or indirectly related to AET being required to provide unionized personnel on the project. Reservation of this right on the part of AET represents neither approval nor disapproval of unions in general or the use of collective bargaining agreements.

SECTION 15 - TERMINATION

After 7 days written notice, either party may elect to terminate work for justifiable reasons. In this event, the Client shall pay AET for all work performed, including demobilization and reporting costs to complete the file.

SECTION 16 - SEVERABILITY

Any provisions of this agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 17 - GOVERNING LAW

This Agreement shall be construed, and the rights of the parties shall be determined, in accordance with the Laws of the State of Minnesota.

SECTION 18 - ENTIRE AGREEMENT

This agreement, including attached appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of AET's proposal and general conditions by the Client, this agreement nullifies any previous written or oral agreements, including purchase/work orders. Any modifications to this agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's general conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued services.

SECTION 1 - UNDERGROUND FACILITIES

AET is not responsible for locating underground facilities on construction sites. We proceed on the assumption that underground facilities have been located and cleared, and we will not accept liability for damaging same. An underground facility is an underground line, fixture, system, and its appurtenances used to produce, store, convey, transmit, or distribute communications, data, electrical power, heat, gas, oil, petroleum products, water including storm water, steam, sewage, and other similar substances.

SECTION 2 - CONTRACTUAL RESPONSIBILITY

2.1 - AET observes and tests earthwork and other construction operations and materials, and may provide opinions, conclusions and recommendations regarding the same. However, AET's work does not relieve the contractors of their contractual responsibility to perform their work in accordance with approved plans, specifications and building code requirements.

2.2 - AET personnel do not have authority to accept, reject, direct or otherwise approve the work of the contractor. AET can not stop work or waive or alter the requirements of the project documents. Any authority given to AET by Client must be in writing prior to the start of work.

2.3 - AET does not perform construction management, general contracting or surveying services and our presence on site does not constitute any assumption of those responsibilities.

SECTION 3 - WILL-CALL SERVICES

3.1 - Unless specifically directed, AET's services will be performed on a will-call basis at the direction of the Client or their authorized representatives. The client and its authorized representatives accept that there are inherent risks associated with performing engineering judgments and testing services on a will-call basis. Work performed on a will-call basis does not permit complete evaluation of the work being performed. AET can not, with certainty, document or provide complete judgments regarding work which we did not observe or test. Our opinions, conclusions, and recommendations are qualified to that extent.

3.2 - Density tests of fill and soil represent conditions only at the locations and elevations tested and do not necessarily represent conditions elsewhere. Judgments made regarding the engineering capability of the entire fill sequence should not be based on random, non-representative tests.

3.3 - AET requires a minimum of 24 hours notice of the need for services. AET will not be liable for claims, damages, or delays related to failure of Client to provide adequate advance notice to AET.

SECTION 4 - CONSTRUCTION STAKING

4.1 - Normally, the location and elevation of a proposed structure or facility is staked (with offsets) by others. Our measurements are made in relation to those stakes. The reliability of any opinions, conclusions, and recommendations based on those measurements is strictly dependent on the accuracy of the staking done by others.

4.2 - During construction, observations and testing services are based on the positioning of the formwork by the contractor or their subcontractor. AET will not be held responsible for any errors that result from improper location or positioning of the formwork.

SECTION 5 - CHANGE OF PLANS

5.1 - Earthwork and construction activities are done to support a particular structure (type, size, and shape) or facility at a specific location and elevation. If the type of structure or facility (structural type, size, shape, location, elevation, etc.) changes, the earthwork or construction activities completed may no longer provide suitable structural support or be capable of supporting the intended construction. Additional earthwork or redesign of all or a part of the structure or facility may be needed.

5.2 - Failure of client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability of AET.

SECTION 6 - DEEP BORINGS

Deep test borings are recommended for a project to evaluate the deeper soil and ground water conditions. Judgments made by AET personnel regarding the suitability of materials and ground water conditions below the bottom of an excavation are limited if deep test borings are not requested by the Client. AET's opinions, conclusions and recommendations are qualified to that extent.

June 2, 2009

Proposal BL-08-03027B
SP 1908-78

Michael Christianson
Stonebrooke Engineering, Inc
305 Stonebrooke Court
Shakopee, MN 55379

Re: Cost Estimate Proposal for Construction Materials Testing
Trunk Highway Three Roundabout
Inver Grove Heights, Minnesota

Dear Mr. Christianson:

We appreciate the opportunity to submit this proposal for construction materials testing services during utility installation, grading operations, concrete placement, and bituminous paving for the City of Inver Grove Heights.

Our Understanding of Project

This project will include utility installation, concrete placement, sub-grade preparation and bituminous paving for Trunk Highway Three from four-hundred and forty-nine feet south of Eightieth Street to one-thousand and eighty-six feet north of Eightieth Street. Braun Intertec performed the geotechnical evaluation for the project. The geotechnical report is dated October 17, 2008 for our project number BL-08-03027. Our familiarity with the soil conditions on the project will be a good asset for Stonebrooke Engineering and the City of Inver Grove Heights.

Available Project Information

This proposal is based on our review of the documents described below. If the project changes from the information provided in those documents, we may have to submit a revised scope of services and cost.

- Project plans and specifications dated March 20th 2008.
- Special Provisions
- Bituminous 2350-2360 Specification
- 2009 Schedule of Materials Control
- Discussions with you.

Project Summary

Project Overview

This project includes new storm sewer. A full bituminous reclamation of the existing pavements will be used including replacement of the aggregate base, with bituminous and concrete as the new pavement materials. Replacement and new concrete curb and gutter along with concrete sidewalk and bituminous path will also be installed for Trunk Highway Three Roundabout. This project is a City of Inver Grove

Heights project with Federal-funding. Projects that are constructed with Federal funding are required to perform Quality Control and Quality Assurance (QC/QA) testing in accordance with the Minnesota Department of Transportation (Mn/DOT) Schedule for Materials Control. Personnel with Mn/DOT certifications must complete the monitoring and testing. An audit of the project could be conducted upon completion. The audit will include reviewing tests and paperwork provided by your QC/QA representative.

Braun Intertec Project Personnel

For this project, we will provide technicians that are Mn/DOT certified in each specialized field. Braun Intertec has many Mn/DOT certified employees. Our Metro office employees have the following Mn/DOT certifications:

- Aggregate Production
- Grading & Base I
- Grading & Base II
- Concrete Field I
- Concrete Field II

Our pool of certified employees allows us to be responsive to project needs. Also, our project managers are currently working on several State-Aid and Federal Projects with requirements similar to your project.

Scope of Services

Soils. The soil testing for this project will consist of the following:

- Performing sand cone density tests on the utility trench backfill.
- Performing moisture content tests on all backfill materials.
- Performing sand cone density tests on the road sub-grade.
- Performing Modified DCP tests on aggregate base material.
- Performing laboratory standard Proctor tests on backfill and fill materials.
- Performing gradation tests on select granular borrow and aggregate base material.

Concrete. The concrete testing and monitoring for this project will consist of the following:

- Performing slump, temperature and air content tests on the plastic concrete prior to placement.
- Casting 4-inch by 8-inch cylinders for compressive strength testing.
- Laboratory compressive strength testing of cylinders.

Bituminous. The bituminous testing and monitoring for this project will consist of the following:

- Quality assurance tests that include Rice specific gravity, asphalt content, extracted aggregate gradation, gyratory testing, coarse aggregate angularity, and fine aggregate angularity.
- Randomly determining and marking pavement core locations.
- Observing the contractor coring and core testing which include thickness and density tests on cores.

Mn/DOT Independent Assurance (IA). On Federal funded projects, Mn/DOT requires their IA personnel observe the QC/QA representative performing soil, concrete and bituminous tests. We will schedule the IA visits as required.

Reporting and Project Management. Test results will be issued for the project as the various tasks are performed. If at any time there are failing tests or we observe construction processes which do not appear to be in accordance with the plans and specifications or Mn/DOT Schedule of Materials Control, we will notify the engineers representative and any others that we are directed to notify. We could also complete and submit to the project engineer weekly concrete reports for weekly submittal to Mn/DOT.

After the project is completed, we will issue a final report. The report is compiled to meet the requirements for the project audit. The report may include the following:

- Copies of Certification Cards for Braun Intertec employees conducting testing on this project.
- A completed Mn/DOT Materials Certification Exceptions Summary form.
- Completed Grading and Base Report.
- Completed IA Report.
- All Moisture, Density, Proctor, and Gradation tests.
- Concrete mix designs.
- Weekly concrete reports.
- Concrete test results.
- Bituminous test results.
- Completed Density Incentive/Disincentive Worksheets.

Scheduling Assumptions

Based on our understanding of the project and the available project information, we have assumed that the work for this phase of the project will proceed according to the following schedules:

- Compaction testing will be performed using sand cone method on utility trench and sub-grade backfill; Modified DCP's will be performed on aggregate base, a minimum of two to three sandcone compaction tests will be conducted each trip and four to six DCP's per trip with six trips assumed.
- Bituminous paving will be completed in four days. Two days for non-wear mix and two days for wear mix and one day for bike path paving.
- Fifteen sets of concrete tests will be required to complete the project. Five sets will be cast for curb and gutter, six sets for sidewalk placements, three for light bases, and one for concrete pavement.
- Assumed Mn/Dot Metro Inspection is doing both Concrete Plant and Bituminous Plant inspections and testing.

If the work is completed at different rates than described above, this proposal should be revised.

Cost and Invoicing

We will furnish the services described herein for an estimated fee of \$14,442. A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. We would be happy to meet with you to discuss our proposed scope of services further, clarify the various scope components, and discuss how the scope may be adjusted to meet your project requirements.

Additional Services and Overtime

It is difficult to estimate all of the services, and the quantity of each service, that will be required for any project. Our services are also directly controlled by the schedule and performance of others. For these reasons, our actual hourly or unit quantities, and associated fees, may vary from those reported herein.

If the number of hours or units ultimately required exceed those assumed for purposes of this proposal, they will be invoiced at the hourly or unit rates shown in the attached tabulation. If services are ultimately required that have not been identified or described herein, they will be invoiced in accordance with our current Schedule of Charges. However, prior to exceeding our estimated fee, we will update you regarding the progress of our work and notify you in the event it appears we will exceed our estimated fees; any fees associated with additional services will be summarized in a Change Order and submitted to you for review and authorization.

This proposal was also developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 7:00 am to 4:00 pm, Monday through Friday. Services that we are asked to provide to meet the project requirements or a contractor's construction schedule outside our normal work hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours, or on Saturdays, will be 1.25 times the normal hourly rate for the service provided. The factor for services provided on Sundays or Legal holidays will be 1.5 times the normal hourly rate for the service provided.

General Remarks

Braun Intertec appreciates the opportunity to present this Proposal to you. We are providing it in duplicate so the original can be retained for your records and the ***copy can be signed and returned to us. Please return the copy in its entirety.***

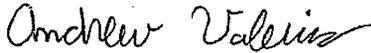
The proposed fee is based on the scope of services described and the assumptions that our services will be authorized within 30 days and that others will not significantly delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please call Andrew Valerius at 952-995-2242 or Matt Ruble at 952-995-2224.

Sincerely,

BRAUN INTERTEC CORPORATION



Andrew M. Valerius
Transportation Project Manager



Matthew P. Ruble PE
Principal Engineer

Attachments:

Table 1. Estimated Costs
General Conditions (6/15/06)

The Proposal including the Braun Intertec General Conditions is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Braun Intertec Corporation

Client: Stonebrooke Engineering, Inc

Project: TH 3 & CR 28 Roudabt SP1908-78, Inver Grove Heights, MN

<i>Braun Intertec Proposal #: Braun Intertec Proposal No. BL-08-03027B</i>		<i>Prepared: 6/2/2009</i>
Service Description:	Phase Total	
Soil Observations & Testing	2,950.00	
Concrete Observations & Testing	4,207.00	
Pavement Observations & Testing	4,995.00	
Engineering & Project Management	2,290.00	
Estimated Project Total:		14,442.00

Braun Intertec Corporation

Client: Stonebrooke Engineering, Inc

Project: TH 3& CR 28 Roudabt SP1908-78, Inver Grove Heights, MN

Braun Intertec Proposal No.: BL-08-03027B				Prepared: 6/2/2009				
Service Description:				Qty:	Units:	Unit Price:	Extension:	
Soil Observations & Testing								
Sample pick-up	4.00	Trips at	1.50	Hours	6.00	Hours	55.00	330.00
Compaction Testing, Sand Cones or DCP	6.00	Trips at	3.00	Hours	18.00	Hours	60.00	1,080.00
Sieve analysis through No. 200 Sieve (ASTM C 136, D 1140 or C 117)					7.00	Tests	90.00	630.00
Proctor Test (ASTM D 698 or ASTM D 1557)					5.00	Tests	120.00	600.00
Percent crushed (MN/DOT)					1.00	Test	60.00	60.00
Trip charge					10.00	Trips	25.00	250.00
Phase Total:							\$ 2,950.00	
Concrete Observations & Testing								
Concrete Testing					38.00	Hours	60.00	2,280.00
Concrete Pavement	1.00	Trip at	3.00	Hours				
Sidewalks	6.00	Trips at	2.50	Hours				
Curb & Gutter	5.00	Trips at	2.50	Hours				
Light Bases	3.00	Trips at	2.50	Hours				
Concrete Cylinder Pick up	8.00	Trips at	1.00	Hour	8.00	Hours	55.00	440.00
Compressive strength of 6" x 12" concrete cylinders (ASTM C 39), per unit					3.00	Tests	22.00	66.00
Concrete Pavement	1.00	Set of	3.00					
Standard curing and testing of flexural beams (ASTM C 78 and ASTM C 293), per unit					1.00	Each	90.00	90.00
Compressive strength of 4 x 8" concrete cylinders (ASTM C 39), per unit					42.00	Tests	18.00	756.00
Sidewalks	6.00	Sets of	3.00					
Curb & Gutter	5.00	Sets of	3.00					
Light Bases	3.00	Sets of	3.00					
Trip charge					23.00	Trips	25.00	575.00
Phase Total:							\$ 4,207.00	

Braun Intertec Proposal No.: BL-08-03027B

Prepared: 6/2/2009

Service Description:	Qty:	Units:	Unit Price:	Extension:
Pavement Observations & Testing				
Sample pick-up	6.00	Hours	55.00	330.00
Marking and Observing Cores 4.00 Trips at 5.00 Hours	20.00	Hours	76.00	1,520.00
Rice specific gravity (ASTM D 2041)	5.00	Tests	60.00	300.00
Asphalt Content (ASTM D 2172/6307)	5.00	Tests	110.00	550.00
Extracted aggregate gradation (ASTM D 5444)	5.00	Tests	78.00	390.00
Thickness and density of pavement core (ASTM D 2726)	16.00	Tests	35.00	560.00
Gyratory gravity (AASHTO T312)	5.00	Tests	130.00	650.00
Percent crushed (MN/DOT)	5.00	Tests	60.00	300.00
Fine Aggregate Angularity (FAA) (AASHTO T304)	5.00	Tests	59.00	295.00
Trip charge	4.00	Trips	25.00	100.00
Phase Total:				\$ 4,995.00
Engineering & Project Management				
Project Engineer	5.00	Hours	120.00	600.00
Project Manager	12.00	Hours	90.00	1,080.00
Senior Project Manager	2.00	Hours	140.00	280.00
Project Assistant	6.00	Hours	55.00	330.00
Phase Total:				\$ 2,290.00

Estimated Project Total: \$ 14,442.00



→ **Tim Peterson, R.L.S.**
Survey Manager

Registration

Registered
Land Surveyor:
Minnesota

Education

B.S.
Civil Engineering
University of MN

Other Education

Railroad
Contractor
Security Awareness
Training

Railroad
Contractor BNSF
Safety Training

American Red
Cross Standard
First Aid Training

American Red
Cross CPR-Adult
Training

Summary

Tim is a Registered Land Surveyor in Minnesota and Wisconsin with over 10 years of surveying experience including ALTA/ACSM surveys, topographic surveys, boundary surveys, as-built surveys, construction staking, common interest communities, and Right of Way platting. In addition, his expertise includes certificates of survey, legal descriptions, easement descriptions and exhibits for virtually any application including adverse possession claims. He is an expert in the use of both GPS and Robotic survey technologies and routinely employs the practices outlined in the Mn/DOT survey and mapping manual. He has completed the educational requirements for and is working towards dual registration as a professional engineer.

ALTA/ACSM Surveys:

Tim has successfully completed numerous ALTA/ACSM surveys, most recently completing surveys for the Minneapolis Public Libraries for: Nokomis, Sumner, Washburn, Linden Hills, North Regional, Northeast, Pierre Bottineau, Roosevelt, Southeast, and Walker libraries. He has also completed work for many residential, commercial, and private clients.

Boundary/Topographic Surveys:

Tim has completed survey work for several residential and commercial development projects for Americas Development, Cardinal Development, PJJ Development, J&D Storage, Vanguard Construction, Benson Orth and Associates, Viren Gori Architects, and many other contractors and builders in and around the Twin Cities metropolitan area.

Municipal projects were completed for the Cities of Elko, Shakopee, Hopkins, Hastings, Newport, Northfield, Cottage Grove, Bayport, Oak Grove, East Bethel and Osseo. Tim also completed topographic and design surveys for road reconstruction projects, as well as boundary and topographic surveys for the Minneapolis Park and Recreation Board, Hennepin County Community Works and Transit, McLeod County, and Waseca County.

As-built Surveys

Tim has completed as-built surveys for commercial, residential and agency clients including Hennepin County, Sheehy Construction in North Oaks and Maplewood,





Tim Peterson, R.L.S. Continued

Survey Manager

Benson Orth in Woodbury, American Classic Homes in Inver Grove Heights and West St. Paul, Fairbanks Properties in Andover, and Valley Fair Amusement Park in Shakopee.

Construction Staking

Tim has supervised and/or provided construction staking services for numerous private and agency clients including Hennepin County, Waseca County, Hennepin County Libraries, Holiday Companies, Welsh Properties, MFC Properties, and Wells Fargo,

Tim has provided or overseen surveying services for numerous construction projects including:

- + TH 3 / County Road 28
- + Lowry Ave (CSAH 153) corridor in Minneapolis
- + CSAH 13 (Waseca County)
- + City of Hastings 2004, 2005, 2006 and 2007 Road Reconstruction Projects
- + University Avenue reconstruction project
- + Maple Lake-Annandale Trunk sewer expansion project
- + CJF Holdings Site Development project

Common Interest Communities

Tim was responsible for platting services for the Eagan Hills Condominium Association in Eagan, Minnesota, a 9 phase multi-tenant residential complex.

Platting

Tim provided platting services for numerous agency and private project throughout Minnesota and Wisconsin. Plats included:

- + Scott County Right of Way Plat No. 14 & 15
- + City of Hopkins Right of Way Plat No. 1
- + City of Newport Glen Road Right of Way Plat
- + City of Oak Grove 225th Ave and Poppy Street Right of Way Plat
- + City of Oak Grove and City of East Bethel University Avenue Right of Way Plat No. 1
- + City of Newport Glen Road Right of Way Plat No. 1
- + City of Oak Grove 225th Avenue and Poppy Street Right of Way and design survey
- + City of Newport Glen Road Right of Way and design survey
- + Design and Layout for PJJ Development, Twin Lakes Estates First and Second in Faribault, Minnesota
- + Design and Layout for PJJ Development, Jandros Second in Faribault, Minnesota
- + Research and computations, Gateway Lofts, St. Louis Park, Minnesota
- + Research and computations, Lonsdale Industrial Park Second Addition, Lonsdale, Minnesota
- + Research and computations, layout and design, Jandros Second Addition, Faribault, Rice County
- + Research and computations, Braham Industrial Park First Addition, Braham, Minnesota





Kelly Besser

Civil Engineer

Registration

Certified Engineer
in Training:
Minnesota

2007 Officer of
American Society
of Civil Engineers

Education

B.S.
Civil Engineering,
North Dakota
State University

Certifications

Mn/DOT
Construction
Technician

+Aggregate
Production
+Bit Street I
+Concrete Field I
+Grading & Base I
+Signal &
Lighting II

Summary

Kelly is a registered Engineer in Training with over two years of experience in the design and construction of transportation projects.

Civil Engineer

TH 3 / County Road 28 Intersection

Kelly is currently serving as a design engineer on this project, which involves the development of a Level I Layout for the City of Inver Grove Heights for the intersection of TH 3 and County Road 28. The preliminary design includes a multi-lane four-legged roundabout. Design services will include detail plans for roadway geometrics, profiles, bituminous surfacing, pavement design, signal design, and lighting.

Civil Engineer

TH 19 / 11th Ave Construction

Kelly is currently serving as a design engineer on this intersection construction project in the City of New Prague. The Level I Layout being developed for this project includes a single lane roundabout. Design services will include detail plans for roadway geometrics, profiles, bituminous surfacing, concrete pavement design, path, sidewalks, landscaping, signal design, and lighting.

Civil Engineer

TH 7 / CSAH 11 Intersection

Stonebrooke recently completed preliminary and final design plans for the realignment of Carver County CSAH 11. This \$4.0 million project consists of relocating the existing CSAH 11/TH 7 intersection approximately 700 linear feet. It includes the redesign of approximately 2200 linear feet of CSAH 11 and 4000 linear feet of TH 7 with a multi lane roundabout. Kelly is serving as a design engineer on this project.

Civil Engineer

CSAH 153 (Lowry Ave) Hennepin County (Phase 2 Construction Services)

Kelly is providing on-site coordination and inspection services. For this project, Stonebrooke Engineering is providing full construction contract administration, community involvement, and coordination with local residents, City and County staff, contractors, and utility companies.



Kelly Besser, Continued

Civil Engineer

Civil Engineer

CSAH 153 (Lowry Ave) Hennepin County (Phase 2 Final Design)

Kelly served as an Engineer-in-Training on this project. This project included the complete reconstruction of Lowry Ave from Girard Ave to Theodore Wirth Parkway. Design tasks for this 1.1 mile segment included roadway geometry, profiles, storm sewer, signal systems, right of way needs, and bituminous and concrete pavement design.

Civil Engineer

CSAH 153 (Lowry Ave) Hennepin County (Phase I Construction Services)

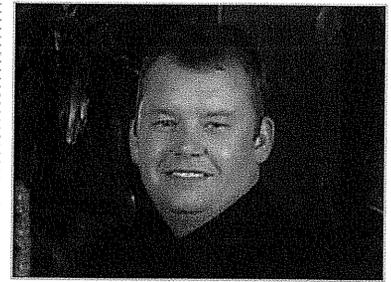
Kelly provided on-site coordination, inspection and management services. For this project, Stonebrooke Engineering provided full construction contract administration, community involvement, and coordination with local residents, City and County staff, contractors, and utility companies.

Civil Engineer

CSAH 153 (Lowry Ave) Hennepin County (Phase I Final Design)

Kelly assisted with the final plan development of this reconstruction project, which consisted of complete reconstruction of the roadway from Girard Ave to Interstate 94 in order to facilitate addition of left turn lanes, on-street bicycle lanes, raised median island, parking bays, and bus turn-outs. Design services included detail plans for roadway geometrics, bituminous surfacing, concrete pavement design, storm sewer design, landscaping, signal design, and lighting.





Shawn Hennen

Senior Inspector

Education

St. Cloud Technical College, Minnesota

St. Cloud State University, Minnesota

Certifications

Mn/DOT

Construction

Technician:

• ACI Concrete

Field I

• Aggregate

Production

• Bituminous Plant II

• Bituminous

Street II

• Concrete Field II

• Concrete Plant II

• Grading & Base II

Summary

Shawn has over 12 years of various field experience including, surveying, estimating, field testing, and quality assurance project management.

Senior Inspector

CSAH 153 (Lowry Ave) Hennepin County

Shawn provided on site inspections and quality assurance management services. His responsibilities included estimating, performing field tests and finalizing project results to meet Mn/DOT specifications.

Quality Assurance Project Manager

29th Street Greenway, Minneapolis, Minnesota

Shawn served as quality assurance project manager for the 29th Street Greenway Trail. His responsibilities included estimating, performing field tests and finalizing project results to meet Mn/DOT specifications.

Quality Assurance Project Manager

Fernbrook Ave, Plymouth, Minnesota

Shawn served as quality assurance project manager for the Fernbrook Avenue project. His responsibilities included estimating, performing field tests and finalizing project results to meet Mn/DOT specifications.

Quality Assurance Project Manager

TH. 252, Brooklyn Park, Minnesota

Shawn served as quality assurance project manager for the TH 252 project. His responsibilities included estimating, performing field tests and finalizing project results to meet Mn/DOT specifications.

Quality Assurance Project Manager

Concord Ave, Edina, Minnesota

Shawn provided on-site inspections and quality assurance management services. His responsibilities included estimating, performing field tests and finalizing project results to meet Mn/DOT specifications. Concord Avenue was reconstructed and included new utilities, and concrete and bituminous surfacing.





Shawn Hennen, Continued

Senior Inspector

Quality Assurance Project Manager

West 70th Street, Edina, Minnesota

Shawn provided on-site inspections and quality assurance management services. His responsibilities included estimating, performing field tests and finalizing project results to meet Mn/DOT specifications.

Quality Assurance Manager

66th Street Roundabout, Richfield, Minnesota

Shawn provided on-site inspections and quality assurance management services. His responsibilities included estimating, performing field tests and finalizing project results to meet Mn/DOT specifications.

Quality Assurance Manager

CSAH 30, Waconia, Minnesota

Shawn provided on-site inspections and quality assurance management services. His responsibilities included estimating, performing field tests and finalizing project results to meet Mn/DOT specifications. CSAH 30 was a new four-lane extension to connect with County Road 10 in Waconia.

Quality Assurance Manager

TH 371, Brainerd, Minnesota

Shawn served as quality control manager for bituminous production and placement during the project. His responsibilities included estimating, performing field tests and finalizing project results to meet Mn/DOT specifications. TH 371 was a new four-lane bypass of the City of Brainerd and had five construction stages over three years.

Quality Control Manager

TH 23, St. Cloud, Minnesota

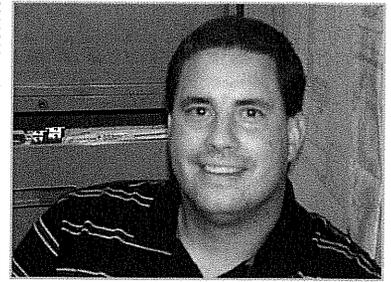
Shawn served as quality control manager for bituminous production and placement during the project. His responsibilities included estimating, performing field tests and finalizing project results to meet Mn/DOT specifications. TH 23 was a new four-lane bypass of the City of Rockville that was constructed over two years.

Quality Control Manager

I-35, Hinckley, Minnesota

Shawn served as quality control manager for bituminous production and placement during the project. His responsibilities included estimating, performing field tests and finalizing project results to meet Mn/DOT specifications.





Michael Christianson, P.E.

Civil Engineer

Registration

Professional
Engineer:
Minnesota

Education

B.S.
Civil Engineering
ND State
University

Summary

Michael is a registered professional engineer with nine years of experience in the design and construction of transportation projects including preliminary and final design and construction administration.

Project Manager

TH 3 / County Road 28 Intersection

Michael is currently serving as the project manager of this project, which involves the development of a Level I Layout for the City of Inver Grove Heights for the intersection of TH 3 and County Road 28. The preliminary design includes a multi-lane four-legged roundabout. Design services will include detail plans for roadway geometrics, profiles, bituminous surfacing, concrete pavement design, landscaping, signal design, and lighting.

Project Manager

TH 19 / 11th Ave Construction

Michael is currently serving as the project manager of this intersection construction project in the City of New Prague. The Level I Layout being developed for this project includes a single lane roundabout. Design services will include detail plans for roadway geometrics, profiles, bituminous surfacing, concrete pavement design, path, sidewalks, landscaping, signal design, and lighting.

Project Engineer

TH 7 / CSAH 11 Intersection

Stonebrooke recently completed preliminary and final design plans for the realignment of Carver County CSAH 11. This \$4.0 million project consists of relocating the existing CSAH 11/TH 7 intersection approximately 700 linear feet. It includes the re design of approximately 2200 linear feet of CSAH 11 and 4000 linear feet of TH 7 with a multi lane roundabout. Michael is currently serving at the project engineer of this project.



Michael Christianson, P.E. Continued

Civil Engineer

Project Engineer

CSAH 13 Waseca County

Michael served as a project engineer for the construction administration of the CSAH 13 reconstruction project. His responsibility included construction contract administration, inspection, surveying and materials testing. This project included roadway and trail reconstruction consisting of grading, drainage, retaining walls, bituminous surfacing and concrete sidewalk construction items.

Project Engineer

TH 19 Preliminary, Final Design and Construction Administration

Michael served as the project engineer for this 0.80-mile reconstruction of TH 19 in New Prague, Minnesota. This project included two single-lane roundabouts at the intersecting Alton and Chalupsky Avenues and a signal intersection at CSAH 37. The existing undivided rural section was redesigned into a divided urban section. The additions to the roadway included new pavement, curb and gutter, storm sewer, and sidewalks

Project Engineer

CSAH 23/TH 71 Interchange Ramps and Willmar Avenue

Michael served as the project engineer for the preliminary design, final design and the construction administration of the interchange ramps along the TH 71 bypass of Willmar at CSAH 23, reconstruction of one mile of CSAH 23 through Willmar, sidewalk, storm sewer and retention pond design.

Project Engineer

TH 55 Reconstruction

Michael served as a project engineer for the reconstruction of TH 55 through Buffalo, Minnesota. His duties included site coordination, surveying coordination, inspection and management services. This was a four-mile reconstruction project, including all utilities, and six signal systems.

Project Engineer

CSAH 5 Construction

Michael served as the project engineer for the final design of CSAH 5 from CSAH 7 to County Road 64 in Belle Plain, Minnesota. His duties included the final design and the project development and coordination. This project is a 4-lane divided collector and included all utilities.

Project Engineer

TH 5/ CSAH 32 Intersection

Michael served as the project engineer for the reconstruction of TH 5/ CSAH 32 through Waconia, Minnesota. His duties included site coordination, surveying coordination, inspection and management services. This was a reconstruction and widening project including all utilities, and two signal systems.



Michael Christianson, P.E. Continued

Civil Engineer

Project Engineer

CSAH 30 Realignment

Michael served as the project engineer for the construction of CSAH 30 in Waconia, Minnesota. His duties included site coordination, surveying coordination, inspection and management services. This project included constructing a new alignment and all utilities from TH 5 to the existing CSAH 30.

Project Engineer

CSAH 44 Reconstruction

Michael served as a project engineer for the final design of Silver Lake Road (CSAH 44) in the City of New Brighton, Minnesota. His duties included the construction staging and temporary traffic control design. The project includes reconstruction and widening of two miles of a rural highway with no shoulders to a two-lane rural highway with 8-foot shoulders.

Project Engineer

CSAH 33 Reconstruction

Michael served as a project engineer for the final design of CSAH 33 near the City of Glencoe in McLeod County. His duties included alignment and profile design, drainage design, right of way acquisition and utility relocation. The project was a 1.3-mile reconstruction of a four-lane urban undivided roadway to a four-lane urban divided roadway with left turn bays. This was a \$4.4 million project.

Michael also served on the construction team of the following projects:

- Hertz Corporation, Dallas, TX – Site Reconstruction
- NDDOT – US Hwy 281, Bituminous Paving, Aggregate Grading, Roadway Widening, Culvert Installation
- NDDOT – US 81 / Hill Ave Reconstruction, Concrete Pavement, Curb & Gutter, Watermain, San Sewer, Storm Sewer
- NDDOT – I-94 Bridge Reconstruction/Deck/Overlay
- Ransom County, ND – County Hwy 27 Bituminous Overlay
- Richland County, ND – County Hwy 1 Bituminous Overlay
- Barnes County, ND – Country Hwy 7 Bituminous Overlay
- Barnes County, ND – Country Hwy 33 Bituminous Overlay
- City of Pembina, ND – Sub-division/ City Maintenance Center
- City of Valley City, ND – 9th St SE Concrete Paving, Curb and Gutter, Storm Sewer, San Sewer, Watermain
- City of Valley City, ND – 8th Ave SE Watermain & San Sewer
- City of Valley City, ND – 8th Ave SE Concrete Paving, Storm Sewer, Curb and Gutter, and Aggregate Grading



May 27, 2009

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

**Re: Proposal for Construction Services
Intersection Improvements at TH 3/CR 28 (Amana Trail)
City of Inver Grove Heights, MN
City Project No. 2009-01**

Dear Mr. Thureen:

We appreciate the opportunity to present this proposal for construction services relating to the construction of the above listed project. WSB & Associates, Inc. has already worked on behalf of the City to review the final design documents submitted by Stonebrooke Engineering. We completed the feasibility report for the project, have specific insight into the decisions made through the design process, and are well prepared to implement those items during construction. In addition, WSB has unmatched experience with the construction of multi-lane roundabouts. Our team, led by Jupe Hale, has recently completed 2-lane roundabouts in Richfield in each of the last two construction seasons, which gives us the most current experience in the industry.

PROJECT UNDERSTANDING

The project consists of constructing roundabout intersection control at the intersection of TH 3 and CR 28 (future Amana Trail) to the west, including reconstruction of TH 3 from the north end of the TH 55 ramps to approximately 1100' north of the existing 80th Street intersection. Construction will also include construction/realignment of approximately 200' of County Road 28 (80th Street) to the east. The project includes grading, paving, storm sewer, lighting, landscaping and signing & striping.

PROJECT ASSUMPTIONS

Since the project is on a Trunk Highway and will intersect with a future County Road, coordination with Mn/DOT and Dakota County throughout construction will be essential. Therefore, compliance with typical Mn/DOT and Dakota County construction practices, Such as adherence to the Schedule of Materials Control and Batch Plant Testing, along with associated documentation, will be required.

The construction area will be closed to traffic during construction in order to minimize project duration, and it is intended to be open for traffic by October 2nd, 2009. We are assuming that punch list and final cleanup could occur following that date.

The inspector will be responsible for assisting the contractor in coordinating with private utilities during construction to ensure the utility relocations do not delay the project completion. Qwest, Comcast, Xcel and Exxon/Mobil are the utilities located in the project limits.

PROJECT APPROACH / ENGINEERING SERVICES FEE

We are proposing to complete the work as detailed in the attached Scope of Design Services, Exhibit A on a cost-reimbursable basis in accordance with our current fee schedule.

Listed below is a summary of the Engineering Services Fees:

ITEM	FEE
CONSTRUCTION STAKING, INCLUDING AS-BUILT SURVEY	\$20,300
CONSTRUCTION OBSERVATION (Estimated)*	\$49,536
CONSTRUCTION ADMINISTRATION (Estimated)*	\$18,576
SUBTOTAL STAKING, ADMINISTRATION & OBSERVATION	\$88,412
MATERIALS TESTING SERVICES (BRAUN INTERTEC)	\$14,442
TOTAL	\$102,824

* Assumes a 12 week schedule. Construction observation is difficult to predict in advance, particularly given the variables of contractor efficiency, number of crews, private utility conflicts and weather. While we feel our estimated fee is accurate at this time, it will ultimately be based on a cost-reimbursable basis in accordance with our current fee schedule (attached) and will not exceed this amount without your prior approval.

PROPOSED PROJECT SCHEDULE

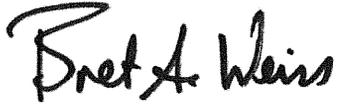
Preconstruction ConferenceJuly 6, 2009 (Prior to award date)
 Begin ConstructionJuly 20, 2009 (Assumes award on 7/13/09)
 End ConstructionOctober 2, 2009 (Open to traffic)

If this proposal is acceptable, please execute the signature block below and return as our authorization to proceed.

We are looking forward to continuing our partnership with the City of Inver Grove Heights. Please contact us if you have any questions regarding our proposal.

Mr. Scott Thureen, PE
May 29, 2009
Page 3

Sincerely,
WSB & Associates, Inc.



Bret A. Weiss, PE
President

PROPOSAL FOR:
Intersection Improvements at TH3/CR 28 (Amana Trail) Construction Services

ACCEPTED BY:
City of Inver Grove Heights, MN

By _____
Its _____
Date _____

Exhibit A

Task 1 – Project/Contract Management:

Our Project Manager and Project Engineer for construction will be Jupe Hale and Andrew Plowman, respectively. Jupe and Andrew have extensive experience designing and administering construction of roundabouts, as both recently were integral to the successful construction of two roundabouts in Richfield, (66th Street & Richfield Parkway and 66th Street & Portland Avenue).

Jupe and Andrew will conduct the preconstruction meeting. Andrew will conduct all the weekly field meetings. Jupe will be involved in the meetings and available to attend meetings as necessary. Andrew's role will be to supervise the observer and surveyors and troubleshoot any questions regarding design and constructability. Jupe and Andrew will monitor the contractor's progress relative to the project schedule and, if appropriate, issue a notice should the contractor fall behind. Andrew will be available for questions from the owners, public, staff, contractors, and utility companies. Jupe will review and sign the monthly pay vouchers and perform all other general contract administration required. Jupe will dedicate four hours per week to the project, and Andrew will dedicate eight hours per week, ensuring both proactive contract management and ability to complete and administer all documentation for the project, including monthly pay requests.

Estimated hours and fees for this task:

Weekly Construction:

- Jupe Hale – 12 weeks x 4 hrs/wk x \$126/hour = \$6,048
- Andrew Plowman – 12 weeks x 8 hrs/week x \$96/hour = \$9,216

Project Startup/Closeout:

- Jupe Hale – 8 hours x \$126/hour = \$1,008
- Andrew Plowman – 24 hours x \$96/hour = \$2,304

Total = \$18,576

Task 2 – Construction Observation:

WSB will provide full-time construction observation on the project. The project inspector will provide the City with daily and weekly reports and track quantities for payment purposes. The observers will make sure the project is built to the project and City, County or State specifications. Any deviations or potential change orders will be brought to the attention of the City.

The inspector will schedule all the necessary materials testing with Braun Intertec for Geotechnical, Concrete, Bituminous, and Environmental Testing. A final walk-through inspection for punch-list items and final closeout procedures will be completed. The erosion control inspections will be performed in compliance with the SWPPP.

Estimated hours and fees for this task:

- WSB Inspector – 12 weeks x 48 hrs/wk x \$86/hour = \$49,536

Task 3 – Construction Staking:

WSB will provide construction staking for the project. Components of the staking are:

- Line and grade stakes for all utility improvements
- Line and grade stakes for all street improvements, including curb stakes, sidewalks, etc.
- Cut sheets for all street improvements
- Collect the survey data needed for the record drawings, including top nut of hydrants, top of casting, and invert elevations of all storm and sanitary sewer structures.

Estimated hours and fees for this task:

- Staking – 125 hours x \$140/hour = \$17,500
 - As-Built Survey: 20 hours x \$140/hour (two person crew) = \$2,800
- Total = \$20,300

Task 4 – Braun Intertec Geotechnical Services

(see attached)



Braun Intertec Corporation

Client: WSB & Associates, Inc.

Project: TH 3 & CR 28 Roudabt SP1908-78, Inver Grove Heights, MN

<i>Braun Intertec Proposal #:</i> <i>Braun Intertec Proposal No:</i> <i>BL-08-03027A</i> <i>Prepared:</i> <i>5/29/2009</i>	
Service Description:	Phase Total
Soil Observations & Testing	2,950.00
Concrete Observations & Testing	4,207.00
Pavement Observations & Testing	4,995.00
Engineering & Project Management	2,290.00
<hr/>	
Estimated Project Total:	14,442.00

Braun Intertec Corporation

Client: WSB & Associates, Inc.

Project: TH 3& CR 28 Roudabt SP1908-78, Inver Grove Heights, MN

Braun Intertec Proposal No: BL-08-03027A					Prepared: 5/29/2009			
Service Description:					Qty:	Units:	Unit Price:	Extension:
Soil Observations & Testing:								
Sample pick-up	4.00	Trips at	1.50	Hours	6.00	Hours	55.00	330.00
Compaction Testing, Sand Cones or DCP	6.00	Trips at	3.00	Hours	18.00	Hours	60.00	1,080.00
Sieve analysis through No. 200 Sieve (ASTM C 136, D 1140 or C 117)					7.00	Tests	90.00	630.00
Proctor Test (ASTM D 698 or ASTM D 1557)					5.00	Tests	120.00	600.00
Percent crushed (MN/DOT)					1.00	Test	60.00	60.00
Trip charge					10.00	Trips	25.00	250.00
Phase Total:								\$ 2,950.00
Concrete Observations & Testing:								
Concrete Testing					38.00	Hours	60.00	2,280.00
Concrete Pavement	1.00	Trip at	3.00	Hours				
Sidewalks	6.00	Trips at	2.50	Hours				
Curb & Gutter	5.00	Trips at	2.50	Hours				
Light Bases	3.00	Trips at	2.50	Hours				
Concrete Cylinder Pick up	8.00	Trips at	1.00	Hour	8.00	Hours	55.00	440.00
Compressive strength of 6" x 12" concrete cylinders (ASTM C 39), per unit					3.00	Tests	22.00	66.00
Concrete Pavement	1.00	Set of	3.00					
Standard curing and testing of flexural beams (ASTM C 78 and ASTM C 293), per unit					1.00	Each	90.00	90.00
Compressive strength of 4 x 8" concrete cylinders (ASTM C 39), per unit					42.00	Tests	18.00	756.00
Sidewalks	6.00	Sets of	3.00					
Curb & Gutter	5.00	Sets of	3.00					
Light Bases	3.00	Sets of	3.00					
Trip charge					23.00	Trips	25.00	575.00
Phase Total:								\$ 4,207.00

Braun Intertec Proposal No. BL-08-03027A		Prepared: 5/29/2009		
Service Description:	Qty:	Units:	Unit Price:	Extension:
Pavement Observations & Testing				
Sample pick-up	6.00	Hours	55.00	330.00
Bituminous Coring <i>4.00 Trips at 5.00 Hours</i>	20.00	Hours	76.00	1,520.00
Rice specific gravity (ASTM D 2041)	5.00	Tests	60.00	300.00
Asphalt Content (ASTM D 2172/6307)	5.00	Tests	110.00	550.00
Extracted aggregate gradation (ASTM D 5444)	5.00	Tests	78.00	390.00
Thickness and density of pavement core (ASTM D 2726)	16.00	Tests	35.00	560.00
Gyratory gravity (AASHTO T312)	5.00	Tests	130.00	650.00
Percent crushed (MN/DOT)	5.00	Tests	60.00	300.00
Fine Aggregate Angularity (FAA) (AASHTO T304)	5.00	Tests	59.00	295.00
Trip charge	4.00	Trips	25.00	100.00
Phase Total:				\$ 4,995.00
Engineering & Project Management				
Project Engineer	5.00	Hours	120.00	600.00
Project Manager	12.00	Hours	90.00	1,080.00
Senior Project Manager	2.00	Hours	140.00	280.00
Project Assistant	6.00	Hours	55.00	330.00
Phase Total:				\$ 2,290.00
Estimated Project Total:				\$ 14,442.00



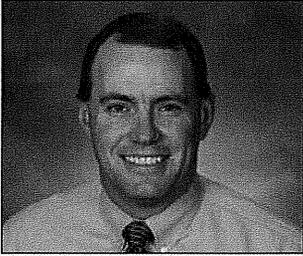
2009 Rate Schedule

	<i>Billing Rate/Hour</i>
<i>Principal</i>	<i>\$134.00</i>
<i>Associate</i>	<i>\$126.00</i>
<i>Sr. Project Manager/Sr. Project Engineer</i>	<i>\$121.00</i>
<i>Project Manager II/Project Engineer III/Engineering Specialist IV</i>	<i>\$112.00</i>
<i>Project Manager/Project Engineer II/Engineering Specialist III</i>	<i>\$105.00</i>
<i>Project Engineer/Registered Land Surveyor/Engineering Specialist II</i>	<i>\$96.00</i>
<i>Graduate Engineer II/Engineering Specialist I/Sr. Construction Observer</i>	<i>\$86.00</i>
<i>Graduate Engineer/Engineering Technician V/Construction Observer</i>	<i>\$76.00</i>
<i>Engineering Technician IV/Scientist III</i>	<i>\$68.00</i>
<i>Engineering Technician III/Scientist II</i>	<i>\$62.00</i>
<i>Engineering Technician II/Scientist I</i>	<i>\$56.00</i>
<i>Engineering Technician I</i>	<i>\$49.00</i>
<i>Office Technician II</i>	<i>\$62.00</i>
<i>Office Technician I</i>	<i>\$33.00</i>
<i>Survey (Two-Person Crew/GPS Crew)</i>	<i>\$140.00</i>
<i>Survey (Three-Person Crew/Expanded GPS Crew)</i>	<i>\$167.00</i>

Costs associated with word processing, vehicle mileage, cell phones, reproduction of common correspondence and mailing are included in the above hourly rates.

Reimbursable expenses include costs associated with plan, specification and report reproduction, permit fee, delivery cost, etc.

Rate Schedule is adjusted annually.



Education:

Master of Science in
Civil Engineering (Fluid
Mechanics and
Hydrology), *Stanford
University*, 1993

Bachelor of Science in
Applied Mathematics-Civil
Engineering, *University of
Arizona*, 1992

Registration:

Minnesota #42064

Memberships:

American Public Works
Association

Minnesota Surveyors and
Engineers Society

National Society of
Professional Engineers

American Council of
Engineering Companies

Jupe has over 15 years of experience in a variety of public works projects, involving transportation, storm water, water, and sewer systems. He is an Associate and Senior Project Manager in WSB's Transportation Group where his expertise is used in the design and management of roadway projects. Jupe has experience in all phases of project development, including preliminary and final design, project management, preparation of bid documents, and construction administration.

SELECTED PROJECT EXPERIENCE

66th Street (Hennepin CR 53) and Portland Avenue (Hennepin CR 35) Roundabout, Richfield, MN

Project Manager responsible for preliminary and final design, right of way acquisition, and construction management for a retrofit roundabout at the intersection of two County State Aid roads. The planning and design included coordination with County staff to replace the existing signal with a roundabout, accommodating significant pedestrian volumes (transit and adjacent public pool), significant bus transfers (intersection of major bus routes), and incorporating landscape and street light amenities to enhance pedestrian safety and aesthetics. Design and construction also coordinated significant utility relocations and traffic staging in a tight corridor.

66th Street (Hennepin CR 53) and Richfield Parkway (17th Avenue) Roundabout, Richfield, MN

Project Manager responsible for preliminary and final design, right of way acquisition, and construction management for a new roundabout intersection control to accommodate redevelopment in the mitigation area for airport expansion. The planning and design included coordination with County staff to approve the roundabout, incorporating landscape and street light amenities to enhance pedestrian safety and aesthetics, coordination with City Community Development to accommodate future land use changes into the project, and negotiating developer agreements controlling cost allocation and schedule. Design and construction also coordinated adjacent and concurrent construction sites as well as significant utility relocations and traffic staging.

TH 55 and General Mills Boulevard/Boone Avenue, Golden Valley, MN

Project Manager responsible for preliminary design, final design (Cooperative Agreement Funding), and construction of intersection capacity, grade correction, flood proofing, storm water lift station, retaining wall, and wetland mitigation improvements.

Xenia Avenue and Golden Hills Drive, Golden Valley, MN

Project Manager responsible for preliminary design, funding (429 assessment and TIF-district) coordination, and final design of intersection capacity, access modification, traffic signal, railroad

crossing, trail, storm sewer, and retaining wall improvements to accommodate adjacent redevelopment parcels.

France Avenue (Hennepin CR 17) and Old Shakopee Road (Hennepin CR 1), Bloomington, MN

Project Manager responsible for preparation of right of way and final construction documents for additional intersection capacity, access relocations, bike/pedestrian accommodations, and aesthetic improvements for a redevelopment district. Design included coordination with County representatives to incorporate aesthetics into approved plans, coordination with City planning and community development staff to implement district principles into construction documents, as well as assisting the City with right of way needs determination and parcel exhibits.

Bloomington Central Station Public Improvements, Bloomington, MN

Project Manager responsible for final design review and construction administration for public improvements related to Phases I and II of the Bloomington Central Station transit-oriented development, adjacent to Old Shakopee Road and the light rail station. Tasks included coordination with redevelopment site plans, ensuring compliance of bid documents with City and State Aid standards, and coordination of adjacent construction sites.

TH 55 and Lexington Avenue, Eagan, MN

Project Manager responsible for preliminary design and final construction documents conforming to Minnesota Department of Transportation (Mn/DOT) standards (Cooperative Agreement Funding), as well as construction administration of intersection realignment and capacity improvements.

Buffalo Creek Crossing/CSAH 15 (Morningside Avenue), McLeod County, MN

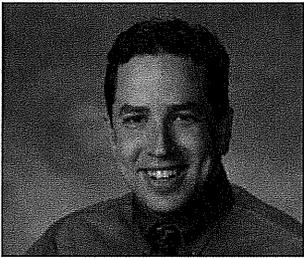
Project Manager responsible for preliminary and final design and construction management for a Federally funded road and bridge. The project included concrete pavement and a 260-foot, three-span bridge.

TH 13/CSAH 23/Ring Road, Prior Lake, MN

Project Manager responsible for preparation of final construction documents conforming to Mn/DOT standards (Cooperative Agreement Funding), as well as project construction of major roadway and intersection realignment.

Cave Creek Water Transmission Main, Phoenix, AZ

Project Manager responsible for final construction document preparation and County environmental approval for two miles of dual transmission mains (48-inch and 30-inch) along an arterial street.



Education:
Bachelor of Science in
Civil Engineering
University of Minnesota,
2000

Registration:
Minnesota #44200

Andrew has over eight years of engineering experience. He is involved in the final design portion of construction plans. Andrew has worked on cooperative agreement, federal and state aid projects. He has experience with all aspects of final design. Andrew has attended over 30 hours of roundabout education seminars, put on by National Roundabout experts. Andrew has experience with preliminary and final design and construction management of roundabout projects. Andrew was involved with the preliminary design of two roundabouts in Richfield, Minnesota (66th Street and Richfield Parkway and 66th Street and Portland Avenue), which included input on the Roundabout Justification Report. Andrew has recently designed preliminary geometrics for a dual lane roundabout in Woodbury (Woodlane Drive and Lake Road) and two single lane roundabouts in Roseville as part of the Twin Lakes Development.

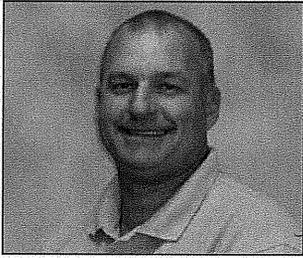
SELECTED PROJECT EXPERIENCE

Roundabout Design Projects

- 66th Street and Richfield Parkway, Richfield, MN
(preliminary design, final design, construction administrator)
- 66th Street and Portland Avenue, Richfield, MN
(preliminary design, final design, construction administrator)
- Twin Lakes Parkway/Mount Ridge Rd./Prior Ave., Roseville, MN
(geometric design, final design)
- Woodlane Drive/Lake Road, Woodbury, MN
(geometric design)

Final Design Projects

- CSAH 16/83/Shakopee, MN
(storm sewer design)
- France Avenue/Old Shakopee Road, Bloomington, MN
(storm sewer design, pavement design, geometric and profile design, final plan preparation)
- TH 55/General Mills Boulevard/Boone Avenue, Golden Valley, MN
- CSAH 56 (Concord Boulevard/Street) Phases 1-3, Inver Grove Heights and South St. Paul, MN
(storm sewer design, pavement design, geometric and profile design, final plan preparation)
- CSAH 15 (Morningside Drive), McLeod County, MN
(geometric and profile design, watermain design, concrete pavement design, storm sewer design)



Education:

Bachelor of Science in
 Business and Biology,
Drake University,
Des Moines, IA, 1987

Mn/DOT Certifications:

Aggregate Production
 Bituminous Street I & II
 Bridge Construction
 Inspection I & II
 Concrete Field I & II
 Contract Administration
 101
 Erosion/Sediment Control
 Inspector/Installer
 Erosion/Sediment Control
 Site Management
 Grading and Base I & II
 Signal and Lighting I & II

**Other Certifications /
 Training:**

Auto Cad I
 Contract Time 2008
 Excavation
 Safety/Confined Space
 First Aid and Adult CPR
 Foreman Preparedness
 and Stewardship
 Introductory MicroStation
 Hazardous Waste
 Pipe Layer
 Precast Concrete Quality
 Control Technician I

Ross is an Engineering Technician in our Construction Administration Group. He has more than 20 years of experience in all aspects of sewer, water, and transportation construction. Ross has completed several courses pertaining to highway heavy construction and safety procedures. He excels at construction observation, client communication, project documentation, and contractor coordination.

SELECTED PROJECT EXPERIENCE

Lift Station Improvements

- Lift Station No. 3, Chanhassen, MN
- Water Treatment Plant Lift Station Improvements, Carver, MN
- Ryland Homes Lift Station Improvements, St. Paul Park, MN
- Wastewater Treatment Facility Improvements, North Branch, MN
- Lamplighter Pond, St. Louis Park, MN
- TH 55/Boone Avenue, Golden Valley, MN

Street and Utility Improvements

- I-35W St. Anthony Falls Bridge Design-Build – precast inspection and concrete testing, Minneapolis, MN
- 66th Street and Richfield Parkway Roundabout, Richfield, MN
- 66th Street and Portland Avenue Roundabout, Richfield, MN
- TH 55/Boone Avenue, Golden Valley, MN
- Newton Avenue/142nd ½ Street Extension and Ewing Avenue Connection, Burnsville, MN
- CR 23/Ring Road Improvements, Prior Lake, MN

Sewer Improvements

- CSAH 16/83 Sewer Installation, Shakopee, MN
- CR 42/83 Sewer Installation, Prior Lake, MN

City Inspection/Consultant

- Burnsville
- Chanhassen
- Excelsior
- Golden Valley
- Lakeville
- Lonsdale
- Richfield
- St. Louis Park

Private Developments - numerous private street, sewer, and utility improvement projects for the following cities:

- Apple Valley
- Burnsville
- Lakeville
- Lonsdale
- Savage
- Shakopee
- St. Cloud
- Victoria

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION ACCEPTING THE PROPOSAL AND AWARDING CONTRACT TO WSB & ASSOCIATES, INC.
FOR CONSTRUCTION PHASE SERVICES FOR CITY PROJECT 2009-01 TRUNK HIGHWAY 3 AND
PROPOSED 80TH STREET (COUNTY ROAD 28) INTERSECTION IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, in order to provide adequate construction inspection for the 2009 Improvement Program and meet the requirements of MnDOT in regard to the construction of City Project No. 2009-01, the assistance of a consulting engineering firm is required, and

WHEREAS, the City requested proposals from two consulting engineering firms; and

WHEREAS, based on the experience of the firm, the scope and associated fee for the proposed services, it was decided that WSB & Associates, Inc. be selected to provide construction phase services.

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

1. The proposal of WSB & Associates, Inc. is accepted and staff is authorized to enter into a contract with WSB & Associates, Inc. in the amount of \$102,824 for construction phase services for City Project No. 2009-01.

Adopted by the City Council of Inver Grove Heights, Minnesota this 8th day of June 2009.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Ordering Improvements to a 60" Storm Sewer along the Concord Boulevard Project 2001-12 by Authorizing a Market Value Change Order up to \$45,000

Meeting Date: June 8, 2009
 Item Type: Regular
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, 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: Pavement Management Fund

PURPOSE/ACTION REQUESTED

Consider a resolution ordering improvements to a 60" storm sewer along the Concord Boulevard Project 2001-12 by authorizing a market value change order up to \$45,000.

SUMMARY

This project was initiated following the completion of the South Grove drainage basin storm water management modeling by Barr Engineering. This modeling included a need to increase the storm sewer capacity from the existing 48" reinforced concrete pipe (RCP) to a 60" RCP at the existing cattle pass under Concord Boulevard (Phase 2 County project).

This action would approve a resolution to authorize City staff to seek a quote for the preparation of a change order to the project. The preliminary estimate of the construction is less than \$45,000 which allows the City to seek a quote for the work. The work consists of removing portions of the existing storm sewer system along Concord Boulevard, which consists of the 48" RCP, some flared ends and structures. A new 60" RCP and structures will be built as part of the Concord Boulevard utility improvements to allow the completion of the project with the 60" storm sewer in place for future extensions to the west. This will eliminate future disruptions along Concord Boulevard when the South Grove drainage basin project continues to the west.

This project is on a fast-track for completion. Discussions with Dakota County in mid May 2009 indicated that their utility contractor, Arcon Construction, will be on the project to June 26, 2009. Their utility work is scheduled to be completed at that time in order to keep the street construction on schedule. Survey work for the design of this 60" RCP was completed on May 29, 2009. Kimley-Horn & Associates, Inc. will have a plan for the work to the City by June 5, 2009 and a quote from Arcon will be secured by June 12, 2009. A formal change order will be presented to the City Council at the June 22, 2009 meeting.

The City Council is being asked to approve the expenditure of up to \$45,000 at this time to allow the construction to occur between June 15 and June 26.

TJK/kf

Attachments: Kimley-Horn Survey Drawing
 Barr Engineering Report
 Resolution
 Cost estimate from Kimley-Horn (in Friday's packet)
 Construction plan from Kimley-Horn (in Friday's packet)



Barr Engineering Company
4700 West 77th Street • Minneapolis, MN 55435-4803
Phone: 952-832-2600 • Fax: 952-832-2601 • www.barr.com An EEO Employer

Minneapolis, MN • Hibbing, MN • Duluth, MN • Ann Arbor, MI • Jefferson City, MO • Bismarck, ND

Memorandum

To: Steve Dodge
From: Jason Westbrook and Katie Wenigmann
Subject: JP-1 Landlocked Basin and Skyline Village Drainage Basin - Storm Water Modeling Study
Date: April 6, 2009
Project: 23191020.00

At the time the City of Inver Grove Heights (City) developed its first Water Resource Management Plan (1990 WRMP), it was believed that the JP-1 pond was equipped with an 18-inch diameter outlet pipe. This information was carried forward into the City's 1994 (draft) WRMP and the City's 2008 WRMP. However, recent investigations (including site visits) by city staff in connection with the annual street reconstruction program (contracted to Kimley-Horn & Associates) have found no evidence that an outlet from the pond was ever installed. Barr Engineering Company was asked by the City to assess the feasibility of leaving the JP-1 pond a landlocked basin and Barr presented this information in a March 4, 2009 memorandum to the City. In the memorandum, Barr recommended installation of an outlet from the JP-1 basin. This memorandum discusses the XP-SWMM modeling completed to determine the impact of connecting JP-1 to the downstream storm sewer system in the Skyline Village Drainage Basin. Barr used the model to compute JP-1 flood elevations and to identify any potential flooding downstream.

Existing Conditions

JP-1 is a landlocked basin located west of Clayton Avenue between 76th and 78th streets. The City's WRMP shows the starting water surface elevation of the JP-1 pond to be 843.3 feet. A late February 2009 survey by the City found the water surface elevation of the pond to be 845.0. The City's WRMP lists the 100-year flood elevation for the JP-1 pond as 849.1, based on an 18-inch outlet from the pond at 843.3. The natural overflow point for the JP-1 basin is at approximately elevation 861. If the JP-1 basin filled with water to this elevation, Clayton Avenue would be inundated by up to six feet of water (the low point of the road is at approximately Elevation 855), and the basin would discharge northeast into watershed

JP-3 and toward Cloman Way. For more information and a detailed figure, see the March 4, 2009 memorandum.

There are two homes adjacent to the JP-1 pond that are at or below the natural overflow elevation of the pond. The lowest home is located on Clayton Avenue, northeast of the pond. A City survey found the low opening of this home to be at Elevation 856.6. This home is not a walk-out, so the low floor elevation can be assumed to be 2-3 feet lower than the surveyed low opening (i.e., at Elevation 853.6 – 854.6). The second low home, located at the intersection of Clayton Avenue and 76th Street is at approximately Elevation 861, based on two-foot topography.

XP-SWMM Modeling Approach

The XP-SWMM model was developed by the US EPA to perform detailed modeling of urban and rural watersheds. The model has the capacity to track a system-wide hydraulic grade line in storm sewer systems that become pressurized. The following assumptions were used by Barr in creating an XP-SWMM model for JP-1 and areas downstream.

Design Storms: Three design storms, the ½-hour, 1-hour and 24-hour, were modeled for the 10-year and 100-year return intervals. The precipitation values for these design storms are listed in Table 1.

Table 1: Design Storm Events Used in XP-SWMM Modeling

Design Storm Event		Total Precipitation (inches)
100-Year	½-Hour	2.5
	1-Hour	3.3
	24-Hour	6.0
10-Year	½-Hour	1.7
	1-Hour	2.1
	24-Hour	4.1

Source: National Oceanic and Atmospheric Administration, Technical Paper 40, Rainfall Frequency Atlas of the Eastern United States for Duration from 30 minutes to 24 hours and Return Periods from 1 to 100 years.

Proposed Storm Sewer Layout: Kimley-Horn & Associates provided Barr with the proposed storm sewer layout, including pipe lengths and inverts, on March 10, 2009. The proposed storm sewer layout used for the XP-SWMM modeling is shown on Figure 1. Barr modeled only the trunk sewer line and primary tributary lines; the full storm sewer network is more extensive.

Watersheds: Barr took major watersheds from the 2008 WRMP and subdivided the watersheds based on the proposed storm sewer layout and two-foot topography from Dakota County. The watersheds used in the XP-SWMM modeling are shown in Figure 1.

Soils: Barr used the Hydrologic Soil Groups from the Dakota County Soil Survey to calculate infiltration rates for input to the XP-SWMM model. For urban areas without a listed hydrologic soil group, we assumed Hydrologic Soil Group B, based on the pre-development soil series listed in the Survey's soil descriptions.

Land Use: Barr used future land use (2020) from the Metropolitan Council to calculate impervious area. Modifications made by Barr to the future land use for the XP-SWMM modeling include changing the area around Conroy Trail from single family residential to multi-family residential and changing the land use of the two ponds in the Skyline Village Drainage Basin (JP-1 and JP-6_Sub2) to water. Barr calculated imperviousness based on delineation in GIS software for representative areas for each land use. We assumed that the future imperviousness would not be significantly different than the current land use impervious assumptions.

Storage Volumes: Barr determined storage volumes for all ponding areas based on two-foot topography using the average end area method.

Inter-Basin Flow: According to the 2008 WRMP, the City installed twin 5 cubic feet per second (cfs) pumps in DP-29B in the Arbor Pointe Drainage Basin; the pumps discharge into the storm sewer system along Concord Blvd. Although these pumps operate on-demand, we assumed that a constant 10 cfs was flowing in the storm sewer system along Concord Blvd.

Other Assumptions: We assumed a starting water surface control elevation of 843.3 feet for the JP-1 pond, and 840.0 feet for the pond in JP-6_Sub2 watershed.

Model Setup: We allowed overland flow via streets or drainage ditches to occur in the model when the storm sewer system was at capacity or overflowing.

Modeling Results

Barr conducted XP-SWMM modeling for six different scenarios with varying JP-1 outlet pipe diameters, as listed in Table 2. The table also lists the critical 10-year and 100-year design storm flood elevations at JP-1 for the six modeling scenarios. All of the critical 100-year design storms exceed the 100-year flood elevation of 849.1 listed for JP-1 in the City’s WRMP. It is likely that predicted flood elevation associated with the 100-year 24-hour rainfall event would reach an elevation of 853.8 (the approximate low floor elevation of the adjacent home) under Scenario 3.

Table 2: XP-SWMM Modeling Results for JP-1

	Existing Conditions	Scenario 2	Scenario 3	Scenario 4	Scenario 5	Scenario 6
Outlet Pipe Size ¹	None	24”	27”	30”	48”	60”
Trunk Pipe Size ²	Existing	Existing	Existing	Existing	≥48”	≥60”
JP-1 Flood Elevation for 10-Year Storms	852.8	850.7	850.4	850.2	848.6	848.0
JP-1 Flood Elevation for 100-Year Storms	855.8	854.0	853.8	853.7	852.1	850.6

¹ Outlet Pipe Size indicates the diameter of the proposed outlet pipe from the JP-1 basin to the connection to the existing storm sewer at the eastern edge of the former South Grove Elementary School property.

² Trunk Pipe Size indicates the diameter of the main trunk storm sewer leading from the connection at the eastern edge of the former South Grove Elementary School property to the outlet to the Mississippi River. Existing indicates that the existing trunk storm sewer is not modified. ≥48” or ≥60” indicates that the trunk storm sewer would be replaced by the minimum diameter listed.

The XP-SWMM model predicts flood elevations at JP-1 that exceed those listed in our March 4, 2009 memorandum. There are two reasons for this difference. First, there is backflow and pressurizing in the outlet pipe due to the rate and volume of runoff in subwatershed JP-2_Sub1 entering the system where the JP-1 outlet would connect to the existing storm sewer. Second, the timing of local runoff entering the JP-1 pond closely coincides with the pressurizing of the downstream pipe meaning the system naturally prevents JP-1 from draining until the downstream areas have been drained.

Figure 2 shows the approximate extent of flooding and direction of surface overflows for the critical 10-year design storm for existing conditions and proposed conditions under Scenario 3. Figure 3 shows the approximate extent of flooding and direction of surface overflows for the critical 100-year design storm for

existing conditions and proposed conditions under Scenario 3. The extent of flooding shown in Figures 2 and 3 is the predicted flood elevation at inundated depressions in the study area. Surface overflows refer to flows in streets or over land caused by overflow from storm sewers due to insufficient pipe or catch basin capacity. Open channel flow in the ditch along Dickman Trail is also indicated by surface overflow on Figures 2 and 3.

Table 3 presents the predicted flood elevations and peak surface overflow for all six scenarios. No major additional flooding or surface overflow is caused by adding a 27" diameter outlet to JP-1 (see existing conditions and Scenario 3 in Table 3).

Other Observations

Our modeling of the Skyline Village Drainage Basin revealed other flooding and/or surface overflow problems not affected by adding an outlet from JP-1.

1. The predicted 100-year 1-hour flood elevation for existing conditions in subwatershed JP-2_Sub1 is 852.4 feet. According to the two-foot topography, at this elevation, water would reach the west edge of the multi-family building along Conroy Trail. The exact building opening is unknown and would be need to be surveyed. It would be possible to re-grade the east edge of the former South Grove Elementary School property to provide more storage and reduce the flooding elevation at this location if the potential for property damage exists.
2. The XP-SWMM model shows a flood elevation of 813.2 feet at the first catch basin cluster south of the intersection of Dawn Ave. and 75th St. (subwatershed JP-3_Sub2) for the 100-year 1-hour event and 813.0 feet for the 10-year 24-hour event for both existing conditions and Scenario 3. According to the two-foot contours, there are two residential buildings that appear to be below these elevations. A survey is needed to identify actual elevations. When this area floods, water will overflow out of the Skyline Village Drainage Basin and will either flow east along 75th St. and then north in the ditch along Concord Blvd., or north along Dawn Ave., east along 74th St. and then north along Concord Blvd to the South Grove Drainage Basin. This overflow was not accounted for in the modeling of the South Grove Drainage Basin system, but Barr can include this overflow in the model if requested by the City.

3. According to the XP-SWMM model, both 10-year and 100-year storms cause the small pond in subwatershed JP-6_Sub2 to overflow. Water overtops the berm and flows down the slope to the northeast into the Skyline Village Manufactured Home Community directly into the path of approximately five homes and then down Denton Way. During Barr's on-site visit (March 17, 2009), a homeowner on Dempsey Way confirmed that he had seen evidence of the pond overtopping and flowing northeast down the slope at least once in the past five years. Barr recommends that this area be further investigated in the future to reduce the risk of damage to these homes.
4. There is open channel flow in the ditch along Dickman Trail on the northern edge of Ernster Park in the Skyline Village Manufactured Home Community (subwatershed JP-4_Sub1 and JP-5_Sub1). The maximum predicted velocity is 9 feet/second during the 100-year ½-hour storm and the maximum predicted flow is 55 cfs during the 100-year 24-hour storm. Barr recommends further investigation of this area.
5. The XP-SWMM model shows significant ponding at the North American Trailer Sales property at 7649 Concord Blvd. (subwatershed JP-3_Sub3), due to the poor site drainage at the property and possible catch basin capacity issues. During Barr's on-site visit (March 17, 2009), we observed significant ponding and the manager described past ponding problems.

Conclusions

Barr recommends installing a 27" outlet pipe to JP-1 (see Scenario 3 in Table 2) as the most economical and efficient approach. XP-SWMM modeling results show the flood elevations at JP-1 did not decrease significantly when the outlet diameter is increased from 27" to 30". If the outlet diameter is decreased to 24", the predicted flood elevation is greater than the estimated low floor elevation of the existing, adjacent low home. The critical 100-year 24-hour design storm flood elevation at JP-1 for the recommended 27" diameter outlet is 853.8 feet. The City will need to obtain a drainage easement around JP-1 to an elevation of 853.8 feet. A more detailed survey of the area around JP-1 will be necessary to delineate the easement area and to obtain the low floor elevations of the homes. The low floor elevations should be compared to the City's protection criteria.

To: Steve Dodge
From: Jason Westbrook and Katie Wenigmann
Subject: JP-1 Landlocked Basin and Skyline Village Drainage Basin – Storm Water Modeling Study
Date: April 6, 2009
Page: 7

The model shows additional areas that have potential flooding problems (although not due to the addition of the JP-1 outlet) and warrant further investigation in the future. These areas are identified by the following numbers on Figures 2 and 3:

1. flooding at the east edge of the former South Grove Elementary School property,
2. flooding in the area of Dawn Ave. and 75th St.,
3. overflow from the JP-6 pond into the Skyline Village Manufactured Home Community,
4. flows in the ditch along Dickman Trail adjacent to Ernster Park, and
5. flooding at the North American Trailer Sales property.

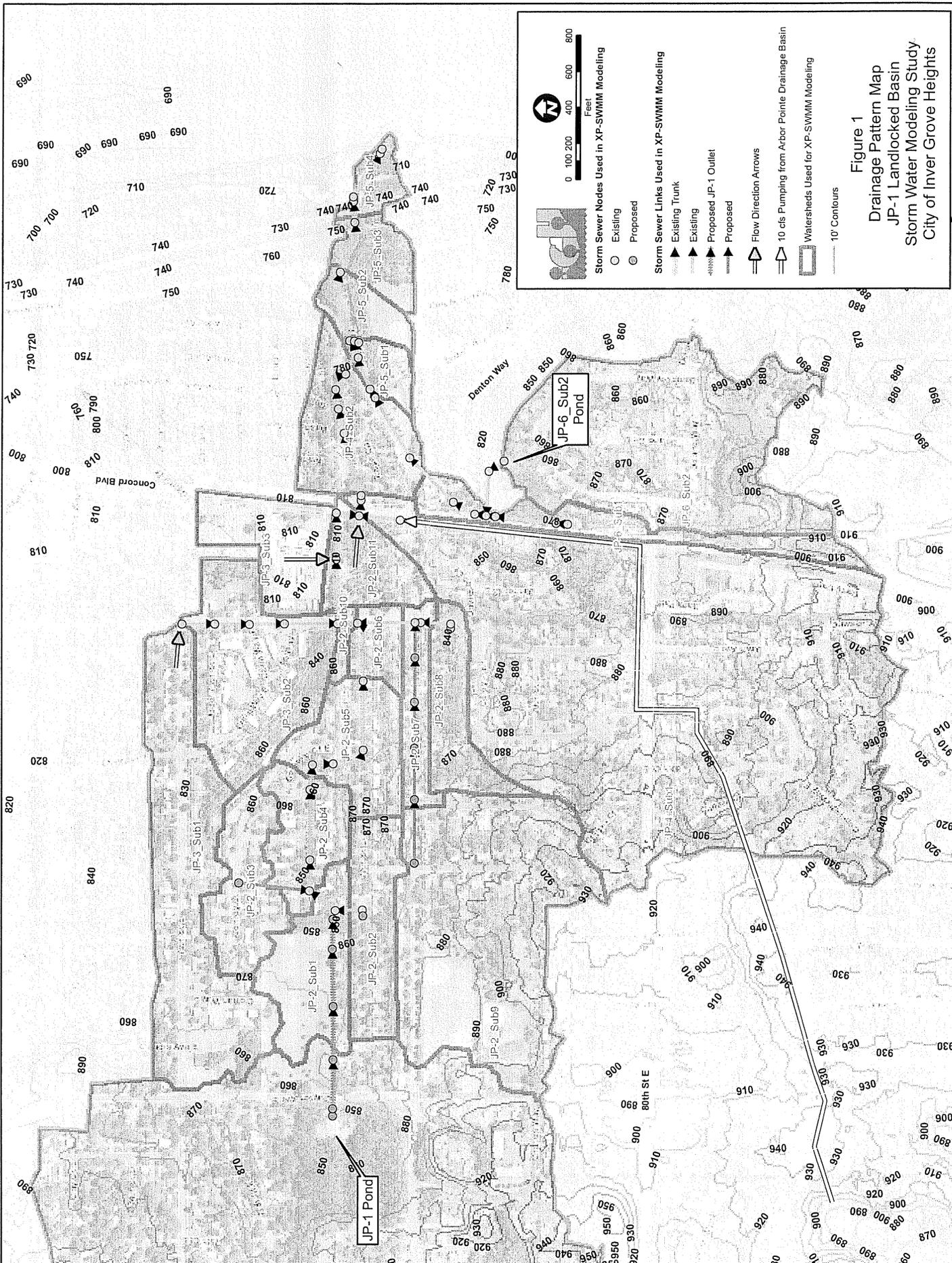


Figure 1
 Drainage Pattern Map
 JP-1 Landlocked Basin
 Storm Water Modeling Study
 City of Inver Grove Heights

0 100 200 400 600 800
 Feet

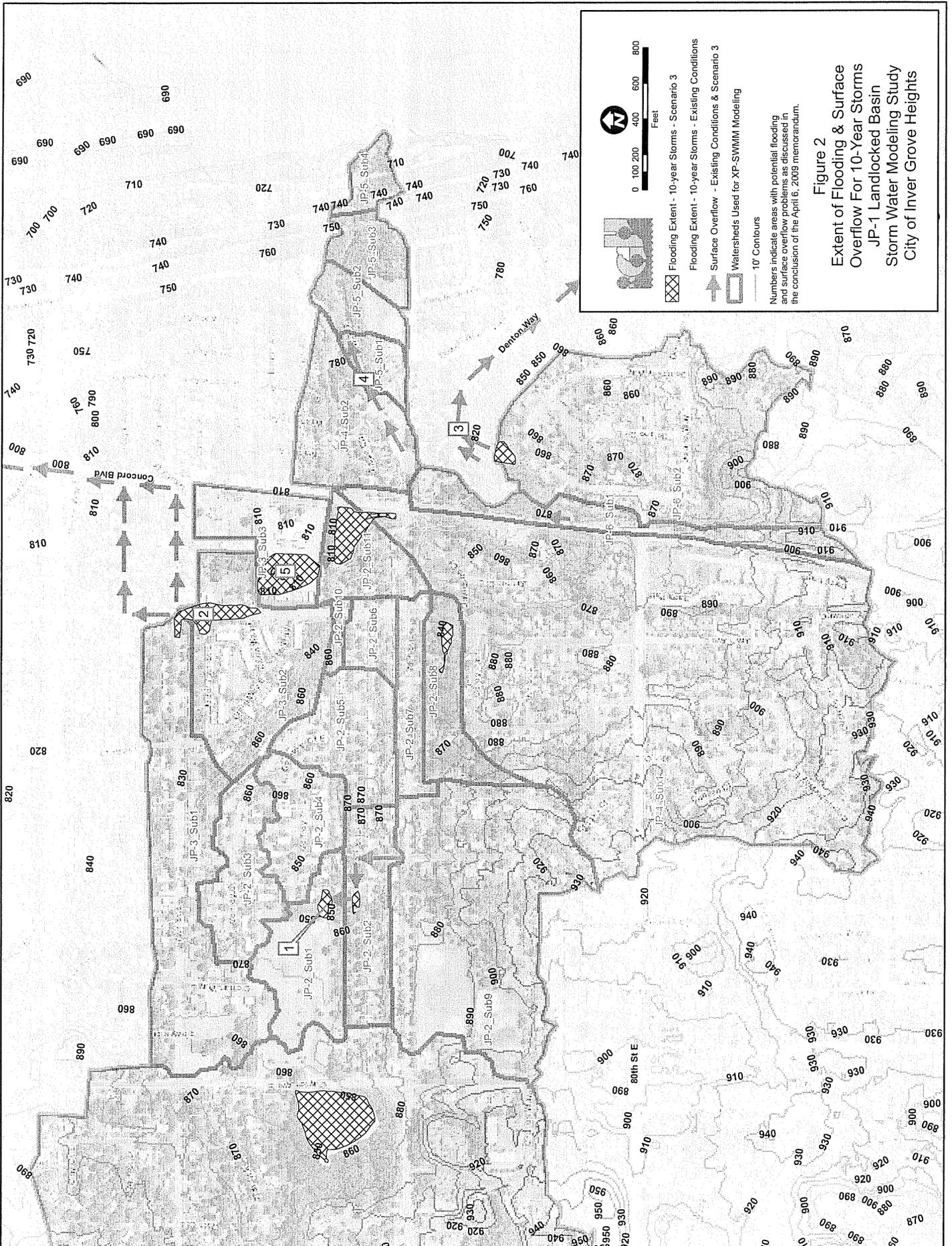
Storm Sewer Nodes Used in XP-SWMM Modeling
 Existing Proposed

Storm Sewer Links Used in XP-SWMM Modeling
 Existing Trunk Existing Proposed JP-1 Outlet Proposed

Flow Direction Arrows

10 cfs Pumping from Arbor Pointe Drainage Basin

Watersheds Used for XP-SWMM Modeling
 10' Contours



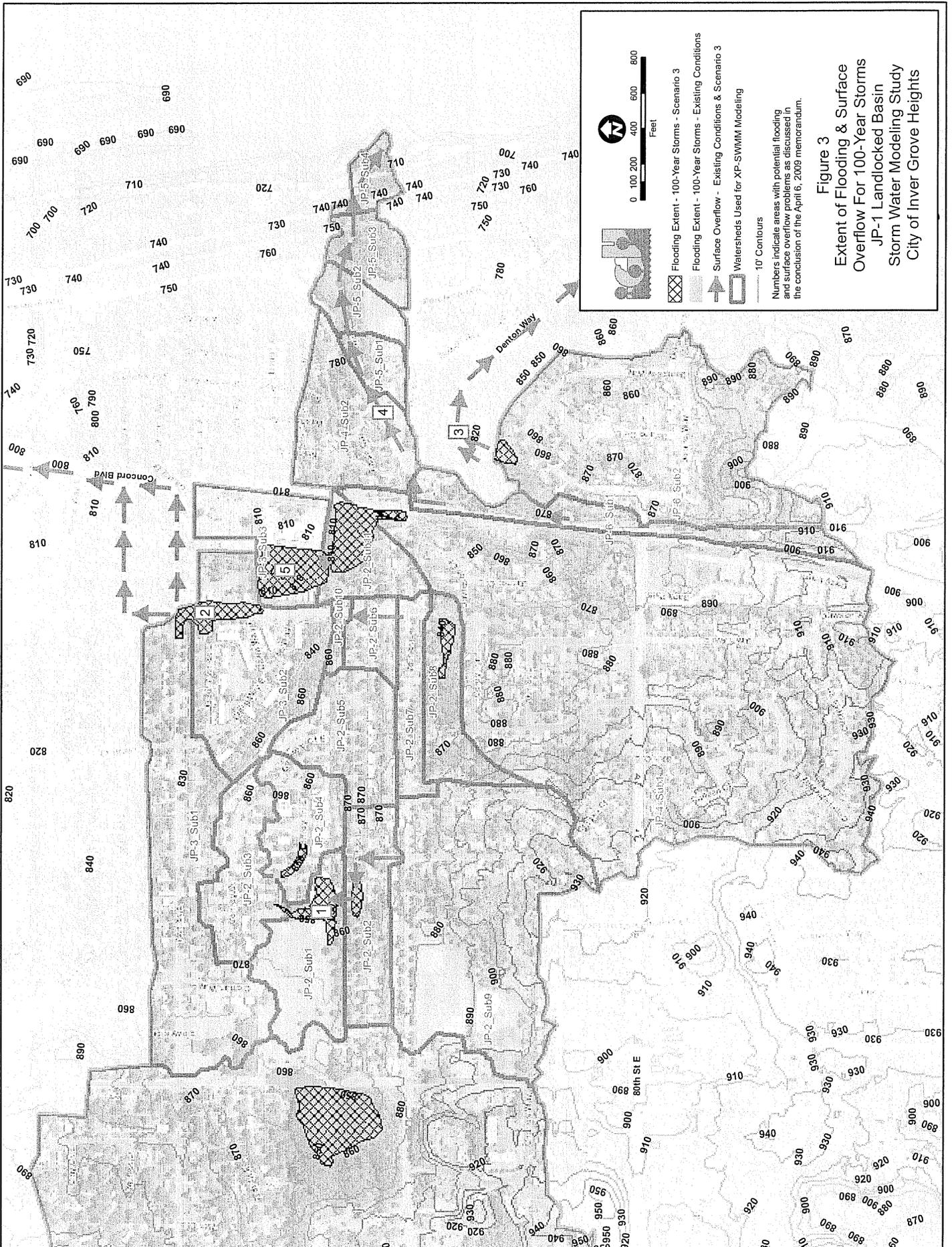


Figure 3
Extent of Flooding & Surface
Overflow For 100-Year Storms
JP-1 Landlocked Basin
Storm Water Modeling Study
City of Inver Grove Heights

Numbers indicate areas with potential flooding and surface overflow problems as discussed in the conclusion of the April 6, 2009 memorandum.

**DAKOTA COUNTY
STATE OF MINNESOTA**

**RESOLUTION ORDERING IMPROVEMENTS TO A 60" STORM SEWER ALONG THE CONCORD
BOULEVARD PROJECT 2001-12 BY AUTHORIZING A MARKET VALUE CHANGE ORDER UP TO
\$45,000**

RESOLUTION NO. _____

WHEREAS, the South Grove drainage basin storm water management modeling by Barr Engineering has resulted identified a need to increase the 48" reinforced concrete pipe (RCP) along Concord Boulevard to a 60" RCP; and

WHEREAS, the City desires to coordinate this change in RCP with the Concord Boulevard Street Reconstruction – Phase 2 Utility Improvements (City Project No. 2001-12); and

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

1. The City Council authorizes City staff to receive quotes of up to \$45,000 for a 60" RCP storm sewer along Concord Boulevard and proceed with construction if the quotes are within this budget.
2. Funding will come from the Pavement Management Fund.

Adopted by the City Council of Inver Grove Heights this 8th day of June 2009.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

RECONSIDER APPOINTMENT TO PARKS AND RECREATION ADVISORY COMMISSION

Meeting Date: June 8, 2009
 Item Type: Regular
 Contact: JTeppen, Asst City Admin
 Prepared by:
 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 Reconsider appointment to Parks and Recreation Advisory Commission.

SUMMARY Following the appointments to the City’s advisory commissions at the last regular City Council meeting, Councilmember Klein raised the question of the residency of Todd Kruse who the Council appointed to the Parks and Recreation Advisory Commission.

Mr. Kruse is currently not a resident of Inver Grove Heights but is set to close on his new home in the Summit Pines area on June 30th. The closing was delayed a month due to a construction problem.

The Council should discuss whether or not they wish to reconsider this appointment. If they do, the information on the Parks and Recreation appointments is below, applications are attached, and staff will have ballots available Monday evening.

PARKS AND RECREATION COMMISSION

The Parks and Recreation Commission is a nine member commission with no vacancies. Commissioners Boehmer, Schueller, and Silvi wish to be reappointed.

The following people have made application to be considered for appointment:

<u>Only Choice:</u>	<u>First Choice:</u>	<u>Second Choice:</u>
John Skoog	Jeff Rud	Christopher Rogers
Todd Kruse		Joseph Huisman

The following form was submitted via your website: Commissioner's Application

1st Choice: Parks and Recreation

2nd Choice:

3rd Choice:

4th Choice:

Name: John C Skoog

Date: 04/30/2009

Address: 7956 Bowman Ave

Zip Code: 55076

Home Phone: 6124929323

Work Phone: 6124929323

Email Address: jskoog@finsvcs.com

Years/Months: 25 years

Employment, occupation, or other experience: Retirement by Design; Insurance securities Sales

Please provide a short paragraph summarizing why you are seeking an appointment to an Advisory Commission.: 20 years ago, I joined a group of others who looked at IGH as a great place to live, but needing recreational facilities for it's youth and adults. We got alot done. I look around today, and see a great opportunity to do more. I have always tried to see things as I feel they could be, and still have many dreams for this community.

Briefly describe your background and any other information not previously given which you believe should be considered regarding the appointment you are seeking.: Having served under an administration under fire, it would be fun to serve a Council and work with Staff, together to get things done. I have an appreciation for this council, and for what they go through to get elected. Parks and Rec is a very visible part of any community, and there is alot that still needs to be done. I would like to re-join that effort.

The following form was submitted via your website: Commissioner's Application

1st Choice: Parks & Recreation Commission

2nd Choice: Environmental Commission

3rd Choice:

4th Choice:

Name: Jeff Rud

Date: 5-1-09

Address: 8537 Bechtel Ct.

Zip Code: 55076

Home Phone: 6515528357

Work Phone: 6513088392

Email Address: jeffrey.rud@gmail.com

Years/Months: 13/7

Employment, occupation, or other experience: I have been employed in a number of different positions and am currently doing some independent consulting in the energy and tax deduction/credit area. My experience is in a number of fields and functional areas over the past 20 years, including engineering, project management, product development, operations, marketing, program management and general management to name a few. I've worked for companies such as Koch Industries, Trane/American Standard, and ESG/Honeywell. I have both an engineering degree and an MBA, where I graduated near the top of my class.

I served on the Aircraft Noise Abatement Commission several years ago serving out an open term (Tom Ebert knows me) and I have been active as a coach with a number of the Park and Rec programs/teams.

I have been involved with and volunteered in many other organizations (I can provide a resume if desired) and feel I can draw on those experiences in serving on an Inver Grove Heights commission. Please provide a short paragraph summarizing why you are seeking an appointment to an Advisory Commission.: Throughout my life I've tried to be active in my community and volunteer. I feel it's important to give back and serve the communities that you live in. I also think that it's important for citizens to become involved in their communities to help shape the future direction. I have very much enjoyed being involved in the various capacities I've volunteered thus far (schools, Park and Rec teams/programs, neighborhood, church, etc.) and would like to volunteer in one of these new capacities as a commissioner for IGH.

Briefly describe your background and any other information not previously given which you believe should be considered regarding the appointment you are seeking.: Besides the information mentioned above and the volunteer activities I've done thus far, I have had training in a number of areas (such as Process Mapping Techniques and Applied System Thinking, Dale Carnegie Human Relations, Six Sigma training and Green Belt certification, as well as others) that could be helpful working on a commission.

The following form was submitted via your website: Commissioner's Application

1st Choice: Planning

2nd Choice: Parks and Rec.

3rd Choice: Enviromental

4th Choice:

Name: Christopher A. Rogers

Date: 11/21/08

Address: 4970 Ashley Lane #110

Zip Code: 55077

Home Phone: 651-592-2602

Work Phone: 651-266-1402

Email Address: christopher.rogers@co.ramsey.mn.us

Years/Months: 3

Employment, occupation, or other experience: Correctional Officer II with Ramsey County. Former firefighter with North St. Paul, currently applied with IGH Fire. Former North St. Paul reserve sergeant. Hockey referee for youth and high school hockey. Volunteer for MS Society and Special Olympics. Nationally registered EMT.

Please provide a short paragraph summarizing why you are seeking an appointment to an Advisory Commission.: I am currently looking for a long term opportunity to become involved with the city. I feel by joining an advisory commission this would allow me to become an active citizen within the community. I feel this is an excellent way to be proactive and help to continue to make IGH an excellent city.

Briefly describe your background and any other information not previously given which you believe should be considered regarding the appointment you are seeking.: I have an associates degree in law enforcement from Inver Hills Community College. Member of Phi Theta Kappa (National honor society for two year colleges)

Name: Joseph Huisman

Date: 11/23/2008

Address: 4080 Upper 61st Path E

Zip Code: 55076

Home Phone: 651-552-9357

Work Phone: 651-308-2897

Email Address: joseph.huisman@gmail.com

Years/Months: 33 years

Employment, occupation, or other experience: Currently I am employed at Shavlik Technologies in Roseville as a level 2 OEM support representative. I work with customers via email and phone to resolve product issues and manage requests for enhancements. I have been working with this company for approximately 2 years.

Prior to working for Shavlik Technologies, I was employed at a company called Sorna Corporation. At Sorna, I did customer support, customer training both in house and on site. I also manufactured systems and installed software and hardware. I worked at Sorna Corporation for approximately 3 years.

I have extensive experience in customer service and problem resolution. I enjoy working with people on trouble shooting issues and finding solutions.

Please provide a short paragraph summarizing why you are seeking an appointment to an Advisory Commission.: My entire life, I have watched decisions affecting all of us being made by others. Some I have agreed with others I have not. As a concerned citizen, husband and father of two, interest in my surroundings increases daily regarding ongoing changes in policies that govern our community [safety, education, environment and so on]. As a way of contributing to and giving back to my community, I am seeking appointment to an Advisory commission. I have wisdom and knowledge, the ability to weigh and consider, and to work with others to create policies that would build conditions best for all as we go forward.

Briefly describe your background and any other information not previously given which you believe should be considered regarding the appointment you are seeking.: A life long Inver Grove Hgts. resident, I've seen first hand how the community has changed and developed. As a property owner and tax payer, I've a vested interest in the community where my family and I live, work and play.

Additional Information:

Form submitted on: 11/23/2008 4:32:42 PM

Submitted from IP Address: 24.118.183.229

Form Address: <http://mn-invergroveheights.civicplus.com/forms.asp?FID=41>

The following form was submitted via your website: Commissioner's Application

1st Choice: Parks and Recreation Commission

2nd Choice: Port Authority

3rd Choice:

4th Choice:

Name: Todd A. Kruse

Date: 05/05/2009

Address: 8717 Crismon Way

Zip Code: 55076

Home Phone: 6124235621

Work Phone: 6124235621

Email Address: toddakruse@gmail.com

Years/Months: new resident

Employment, occupation, or other experience: Founder (in 2004) of a public affairs consulting firm, Thought Leadership Management, LLC. I am also an Associate at executive search firm, Franchot and Associates.

I have 20 years of experience in government relations/public affairs consulting at all levels of government. Additionally I have worked in numerous states, Washington DC, and Europe so I am confident I would bring a worldview to city government that would serve our fellow citizens well given my experience working within various cultures.

Please provide a short paragraph summarizing why you are seeking an appointment to an Advisory Commission.: My family has built a new home in the Summit Pines neighborhood and our daughter will begin Kindergarten at Pine Bend Elementary this year so we are making an effort to become very active in our new community. Junior Achievement asked me to be a founder of their program in the Pine Bend school which will begin in July 2009.

Briefly describe your background and any other information not previously given which you believe should be considered regarding the appointment you are seeking.: Given my lifelong interest in the outdoors and sports I am applying for the Parks and Recreation Commission. However, I would encourage the city government to create a Port Authority given IGH's border with the Mississippi River. I would welcome the opportunity to help create this new entity.

BIOGRAPHY OF TODD A. KRUSE

Todd A. Kruse

14529 Florissant Path

Apple Valley, Minnesota 55124

+1 612.423.5621

toddakruse@gmail.com

Professional Experience:

Todd Kruse is President of **Thought Leadership Management, LLC (TLM)** based in Minnesota. Founded in 2004 **TLM** is a public affairs and strategic management consulting firm which specializes in developing and managing third party allies (e.g. think tanks, academics, and tax associations) via a range of **earned media activities** to advance clients' public policy and marketing agendas. TLM also provides **corporate intelligence research** and **executive recruitment services**. The firm has completed corporate client projects in the USA, Europe, and Canada.

Since September 2006 to July 2008 Mr. Kruse served as the Director of Regional Field Teams (RFT) for the **American Legislative Exchange Council, ALEC**, (www.alec.org), based in Washington DC. The RFT was an ALEC program focused on creating a team of regional operatives who live and work in a specific region of the USA to focus on – membership recruitment, earned media, and partnering with local allies to advance limited government-focused legislative solutions at the state legislative level.

From 1998 to 2004 he was a Vice President at **DCI Group, LLC** with responsibility for earned media, coalition development, client management, account development, research, public speaking duties, and related public affairs activities for primarily Fortune 500 corporate and trade association clients. After serving as a volunteer for the **Conservative Party** (United Kingdom) in the 2001 elections Mr. Kruse returned to London in 2002 to establish DCI Group's European presence as DCI Group's European Director. At his own direction and with no support staff he created an extensive contact network across the European continent focused on delivering public relations services for corporate clients. In 2004 his client work extended geographically when he was named Director of International Recruitment for the online opinion journal, **TCS Daily**, <http://www.tcsdaily.com>

Prior to joining DCI Group Mr. Kruse served as Government and Industry Relations Manager, Midwest Region at **Frontier Communications** (based in their Burnsville, Minnesota office. Frontier is now a subsidiary of Citizens Communications) from 1991 to 1998. Mr. Kruse spent the summer of 1996 on the staff of the **Republican National Convention** (San Diego) on a leave of absence from Frontier Communications. During his tenure at Frontier he was responsible for legislative lobbying (federal, state, and city levels), city franchise renewal, industry relations, economic development, employee training, and general regulatory compliance for this full-service telecommunications company.

From 1989 to 1991 Mr. Kruse held the position of Field Representative for **Congressman Tom Tauke's** (R-IA) US Senate campaign in Iowa. In this capacity he was responsible for volunteer recruitment, training, and mobilization for a thirty- (30) county region of Iowa. In 1989 and 1986 Mr. Kruse held positions with **US Senator Charles Grassley** (R-IA) as a patronage appointee in the US Senate Post Office and as legislative intern to the senator's chief of staff.

Education, Honors, and Activities:

Mr. Kruse earned a Masters of International Management degree from the **University of St. Thomas (Minnesota)**, a Bachelors of Science degree in Economics from **Iowa State University**, and a Bachelors of Arts degree in Political Science from Iowa State University (ISU). While at ISU he served in the **Government of the Study Body** as President of the Senate/Vice President, as a member of the **Iowa State Daily** editorial board, and as **Theta Delta Chi** fraternity chapter president. He was also named to **Cardinal Key** (ISU's highest honorary), **Omicron Delta Epsilon**, and **Pi Sigma Alpha** honorary societies. In 2001 Mr. Kruse became a part-time PhD in Public Policy student at **George Mason University**. Selected in 1994 as an "Up and Comer" in Iowa business by the *Des Moines Register* newspaper. Graduate of "Leadership Minnesota", "Leadership Iowa" and "Leadership St. Paul" programs. Mr. Kruse has also been a student at the **University of London, Forester Institute of Costa Rica, and Oxford University/St. Peter's College/George Mason University** International Trade Program.

Mr. Kruse was a member of the 2008-2009 Policy Fellows class at the **Humphrey Institute of Public Affairs** (University of Minnesota), is a certified **PADI scuba Dive master**, is certified by the Minnesota Department of Education as a **substitute teacher**, has performed election training for the **International Republican Institute** in Bosnia, is a Life Member of the **National Eagle Scout Association**, is a Vigil Member of the **Order of the Arrow**, and serves as a member of the board of advisors for the **American Property Coalition**. In 2006 Mr. Kruse was

awarded with the “Best Friend Prize” from the **Globalization Institute of Poland** (www.globalizacja.org). Mr. Kruse is a member of **American MENSA**.

PARKS & RECREATION COMMISSION ATTENDANCE - JUNE 1, 2008 THRU APRIL 15, 2009

Commissioner Name	6/11	7/9	8/13	9/10	10/8	11/12	1/14	2/11	3/11	4/8	TOTAL
Marti Silvi	X	X	X	X	X	X	A	X	X	X	9
Joseph Boehmer	X	X	A	A	X	A	X	A	X	X	6
Albert Eiden	X	A	X	X	X	X	X	X	X	X	8
Wilfred Krech	X	X	X	X	X	X	A	A	X	X	8
Dennis Schueller	X	X	X	X	X	A	X	X	X	X	9
Tammy Johnson	X	X	X	X	X	A	X	X	X	X	9
Keith Joyce	X	A	X	X	A	A	X	X	X	X	7
Stanley Johnson	X	X	X	A	X	X	X	X	X	X	9
James Huffman	X	X	A	X	X	X	X	X	X	X	9

X = Attended meeting

A = Absent

NA = Not applicable

E = Excused Absence